

CITY COUNCIL AGENDA

Brainerd, Minnesota

June 21, 2021

7:30 P.M.

The public is invited to attend the meeting in person or
by calling in as shown below.

WebEx Teleconference Meeting - Call In Information

CALL TOLL-FREE: 844-992-4726

Access Code: 146 866 5686

Meetings are also live-streamed to the City of Brainerd YouTube channel.

1. Call To Order - 7:30 PM

2. Roll Call

___ T. Erickson ___ M. O'Day ___ K. Stunek ___ G. Johnson

___ D. Pritschet ___ T. Stenglein ___ K. Bevans ___ 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 Bills And Transfers Of Funds

From General Fund (101) to Capital Fund (400)- Per Fund Balance Policy	\$564,000
From Public Safety (225) to Fire Capital (404)- Per FAB Contract	\$52,200

Documents:

062121 COUNCIL AP REGISTER.pdf

B. Approval Of Minutes

1. Regular Meeting Held on June 7th, 2021

Documents:

20210607_CC draft.pdf

C. Approval Of Licenses

Contractor Licenses - 5

On- Sale and Sunday Liquor Licenses - 1 Renewal

The Parlor LLC

Beer/Wine License Contingent Upon Inspections- 1 Renewal

JR's No. 19 BBQ

Documents:

20210617 Contractor Licenses.pdf

D. Department Activity Reports

1. Police Chief

2. Financial Report

Documents:

Police Chief Report June.pdf

E. Approval Of 2021 Temporary/Seasonal Hires

Documents:

Approval of 2021 Temporary Employee Hirings 6_21_21.pdf

F. Temporary On-Sale Liquor License Application- Submitted By Brainerd Jaycee's For An Event To Be Held July 31, 2021 At Memorial Park

G. Temporary On-Sale Liquor License Application- Submitted By Brainerd Jaycee's For An Event To Be Held On August 18th, 2021 At Memorial Park

6. Presentations

A. 2020 Audit Presentation

Documents:

2020 Exit Presentation.pdf

7. **Council Committee Reports**

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

WebEx Teleconference Information

- Call Toll-Free: 1-844-992-4726
- Access Code: 146 999 1798

Documents:

20210621_PF.pdf

1. Authorize Purchase Of Sesquicentennial Dispatch Wrap

Documents:

Authorize Sesq. Dispatch Wrap.pdf

2. Adjustment Of Wages For Temporary Employees

Documents:

Consider modification of wages for 2021 Temporary Employees.pdf

3. Adopt Resolution In Support Of Eight05 Housing LLLP Housing Development

Documents:

Res_Eight05.pdf

4. 2022 Debt Levy Discussion

Documents:

2022 Debt Levy.pdf

B. **Safety And Public Works Committee -6:15 P.M.**

WebEx Teleconference Information

- Call Toll-Free: 1-844-992-4726
- Access Code: 146 359 5820

Documents:

20210621_SPW.pdf

1. Resolution - Authorizing An Agreement With The State Of Minnesota To Provide Public Transportation Services In The Year 2022

Documents:

RES - Transit Grant Agreement.pdf

2. Consider Brainerd And Crow Wing County Public Transit Office Lease For 2022

Documents:

Transit Office Lease Agreement.pdf

3. Consider Productive Alternatives 3rd Party Contract Agreement Extension For July 1 - July 31

Documents:

Contract Extension with Productive Alternatives.pdf

4. Consider Brainerd And Crow Wing County Public Transit 3rd Party Contractor Proposal

Documents:

Transit 3rd Party Contractor.pdf

5. Consider Event/Parking Lot Closure Application - Concert For Kids

Documents:

Concert for Kids Event.pdf

6. Review Event/Street Closure Application - Here For Good Market

Documents:

Here for Good Market Event and Street Closure Review.pdf

7. Consider State Park Road Grant Application Proposal From Widseth

Documents:

State Park Road Account Grant Proposal.pdf

8. Consider Quotes For Improvement 21-03 - 2021 Large Patch Project

Documents:

Imp 21-03 Large Patch Project Quotes.pdf

9. Consider Modification To Scope Of Services For 2021 Gully Erosion

Documents:

Gully Study Modification to Services.pdf

8. Unfinished Business

A. **Final Reading- Proposed Ordinance 1516- Ordinance Amending The Brainerd City Charter**

Documents:

Final Reading ORD 1516.pdf

B. **Final Reading - Proposed Ordinance No. 1517 - Amending Section 515-66: Transient Food Unit Overlay District**

Documents:

Final Reading ORD 1517.pdf

C. **Final Reading - Proposed Ordinance No. 1518 - An Ordinance Amending Ordinance No. 812 Pertaining To The Zoning In The City Of Brainerd**

Documents:

Final Reading - Ordinance No. 1518.pdf

D. **Call For Applicants - Informational
(Applications Available on 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 - 1 term (Expire 2022)

Housing Redevelopment Authority- 1 term (Expire 2022)

Parks Board- 1 term (Expire 2024)

Rental Dwelling License Board of Appeals - 3 terms (Expire 2022)

Transportation- 1 term (Expire 2022)

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

Economic Development Authority (EDA) - 1 term (Expire 2021) - 1 term (Expire 2026)

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

Police & Fire Civil Service Commission - 1 term (Expire 2023)

Ad Hoc Committees - Applicants Needed

Water Tower Committee - Two positions available

9. New Business

A. Consider Ad Hoc Committee Procedure

Documents:

Consider Ad Hoc Procedure .pdf

B. Set Council Workshop For Monday, July 12, 2021 At 5:00 Pm

Documents:

Workshop.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)

12. Mayor's Report

13. Council Member Reports

14. Adjourn To Closed Session With The Brainerd Public Utilities Commission Pursuant To Minn. Stat. Sec. 13D.05, Subd. 3(B) To Discuss Threatened Litigation By AMJET Turbine Systems, LLC.

Personnel & Finance Committee will meet at 7:00 P.M.

WebEx Teleconference Call In Info:

Call Toll-Free: 1-844-992-4726

Access Code: 146 999 1798

Safety & Public Works Committee will meet at 6:15 P.M.

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 146 359 5820

Visit the City's Website at www.ci.brainerd.mn.us

MISSION

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

06/17/2021 01:15 PM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 06/21/2021 - 06/21/2021

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0011 - ACE HARDWARE:							
297458							
66146	ACE HARDWARE	06/05/2021	06/23/2021	49.49	49.49	Open	N
	LADDER FOR DOWNTOWN MAINTENANCE	pziemer					06/23/2021
401-1003-43430	MISCELLANEOUS			49.49			
297475							
66149	ACE HARDWARE	06/07/2021	06/23/2021	8.99	8.99	Open	N
	PAINT CHALK LINE	pziemer					06/23/2021
235-3170-42210	OPERATING SUPPLIES			8.99			
297473							
66150	ACE HARDWARE	06/07/2021	06/23/2021	26.97	26.97	Open	N
	PARTS WASHER FILLER	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			26.97			
297483							
66170	ACE HARDWARE	06/07/2021	06/23/2021	2.69	2.69	Open	N
	CHALK POWDER	pziemer					06/23/2021
235-3170-42210	OPERATING SUPPLIES			2.69			
297511							
66190	ACE HARDWARE	06/08/2021	06/23/2021	6.29	6.29	Open	N
	CROSSWALK TOUCH-UP PAINT	pziemer					06/23/2021
235-3170-42210	OPERATING SUPPLIES			6.29			
297324							
66197	ACE HARDWARE	06/01/2021	06/23/2021	9.88	9.88	Open	N
	EPOXY/CLEANING SPRAY	pziemer					06/23/2021
225-2220-42210	OPERATING SUPPLIES			9.88			
297550							
66204	ACE HARDWARE	06/09/2021	06/23/2021	14.38	14.38	Open	N
	STREET GARAGE ANT POISON	pziemer					06/23/2021
235-3100-42200	OFFICE SUPPLIES			14.38			
297553							
66205	ACE HARDWARE	06/09/2021	06/23/2021	3.24	3.24	Open	N
	FASTENERS	pziemer					06/23/2021
225-2120-42210	OPERATING SUPPLIES			3.24			
297742							
66294	ACE HARDWARE	06/15/2021	06/23/2021	6.69	6.69	Open	N
	FASTENERS	pziemer					06/23/2021
225-2120-42210	OPERATING SUPPLIES			6.69			
Total for vendor 0011 - ACE HARDWARE:				128.62	128.62		

Vendor 2902 - ADVANCE AUTO PA:

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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EXP CHECK RUN DATES 06/21/2021 - 06/21/2021

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
6574115986948							
66185	ADVANCE AUTO PARTS	06/08/2021	06/23/2021	6.28	6.28	Open	N
	TRUCK 120 OIL FILTER	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			6.28			
6574116187048							
66222	ADVANCE AUTO PARTS	06/10/2021	06/23/2021	34.29	34.29	Open	N
	TRAILER WIRING	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			34.29			
6574116187060							
66228	ADVANCE AUTO PARTS	06/10/2021	06/23/2021	46.31	46.31	Open	N
	TRUCK 103 MUDFLAP	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			46.31			
Total for vendor 2902 - ADVANCE AUTO PA:				86.88	86.88		

Vendor 3901 - ALTUS:

232162							
66244	MOMENTUM TELECOM	06/01/2021	06/23/2021	22.58	22.58	Open	N
	AIRPORT MONTHLY SUBSCRIPTION	pziemer					06/23/2021
260-9020-43309	COMPUTER SUPPORT			22.58			
Total for vendor 3901 - ALTUS:				22.58	22.58		

Vendor 2846 - AMERICAN WELDING:

07845519							
66306	AMERICAN WELDING-GAS INC	05/31/2021	06/23/2021	55.41	55.41	Open	N
	CYLINDER RENTALS	pziemer					06/23/2021
Total for vendor 2846 - AMERICAN WELDING:				55.41	55.41		

Vendor 0039 - AMERIPRIDE LINE:

253000007417							
66216	ARAMARK UNIFORM SERVICES	06/03/2021	06/23/2021	68.16	68.16	Open	N
	RUGS AND COVERALLS	pziemer					06/23/2021
235-3100-43430	MISCELLANEOUS			68.16			
253000010141							
66245	ARAMARK UNIFORM SERVICES	06/10/2021	06/23/2021	93.32	93.32	Open	N
	RUGS AND OVERALLS	pziemer					06/23/2021
235-3100-43430	MISCELLANEOUS			93.32			
Total for vendor 0039 - AMERIPRIDE LINE:				161.48	161.48		

Vendor 2740 - AT&T MOBILITY:

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
GL Distribution	GRANT						
X06032021							
66206	AT&T MOBILITY	05/25/2021	06/23/2021	1,967.59	1,967.59	Open	N
	ACCT 287287520356	pziemer					06/23/2021
225-2120-43309	POLICE DEPT			767.72			
225-2120-43321	COMPUTER TECHNICAL SUPPORT			1,199.87			
	TELEPHONE						
X06032021/MAY 21							
66242	AT&T MOBILITY	05/25/2021	06/23/2021	58.94	58.94	Open	N
	ACCT 287291178494	pziemer					06/23/2021
260-9020-43321	4/26-5/25			58.94			
	TELEPHONE						
	Total for vendor 2740 - AT&T MOBILITY:			2,026.53	2,026.53		
Vendor 0049 - AUTO VALUE - WE:							
17294832							
66186	AUTO VALUE - WEST	06/08/2021	06/23/2021	8.36	8.36	Open	N
	PATCH TRAILER WIRE CONNECTORS	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			8.36			
17295052							
66223	AUTO VALUE - WEST	06/10/2021	06/23/2021	4.98	4.98	Open	N
	PATCH TRAILER COUPLERS	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			4.98			
	Total for vendor 0049 - AUTO VALUE - WE:			13.34	13.34		
Vendor 0745 - BATTERIES PLUS:							
P40257314							
66154	BATTERIES PLUS	06/01/2021	06/23/2021	68.04	68.04	Open	N
	AAA & 3V BATTERIES	pziemer					06/23/2021
225-2120-42210	OPERATING SUPPLIES			68.04			
	Total for vendor 0745 - BATTERIES PLUS:			68.04	68.04		
Vendor 2364 - BCD CONSULTING:							
052821							
66155	BCD CONSULTING GROUP	05/28/2021	06/23/2021	1,990.00	1,990.00	Open	N
	DEPUTY CHIEF PROMOTIONAL PROCESS	pziemer					06/23/2021
225-2120-43300	PROFESSIONAL SERVICES			1,990.00			
	Total for vendor 2364 - BCD CONSULTING:			1,990.00	1,990.00		
Vendor 3508 - BIG RIVER GROUP:							
INVOICE #2							
66138	BIG RIVER GROUP LLC	06/04/2021	06/23/2021	3,112.50	3,112.50	Open	N
	2021 PLANNING PROJECT	pziemer					06/23/2021
295-6510-43430	MISCELLANEOUS			3,112.50			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3508 - BIG RIVER GROUP:				3,112.50	3,112.50		
Vendor 2948 - BILL'S GUN SHOP:							
101281							
66156	BILL'S GUN SHOP & RANGE	06/03/2021	06/23/2021	20.00	20.00	Open	N
	725JS - RANGE TIME	pziemer					06/23/2021
225-2120-43330	PROFESSIONAL DEVELOPMENT			20.00			
Total for vendor 2948 - BILL'S GUN SHOP:				20.00	20.00		
Vendor 0058 - BLAKEMAN PUMPIN:							
12210							
66243	BLAKEMAN PUMPING SERVICE	05/30/2021	06/23/2021	105.00	105.00	Open	N
	MAY 21 HANGAR TOILET RENTAL	pziemer					06/23/2021
260-9020-42220	REPAIR & MAINT			105.00			
Total for vendor 0058 - BLAKEMAN PUMPIN:				105.00	105.00		
Vendor 3120 - BOLTON & MENK:							
0270258							
66279	BOLTON & MENK	05/28/2021	06/23/2021	33,001.50	33,001.50	Open	N
	IMP 19-01 PROFESSIONAL SERVICES	pziemer					06/23/2021
401-1901-43300	PROFESSIONAL SERVICES			33,001.50			
0270259							
66281	BOLTON & MENK	05/28/2021	06/23/2021	2,342.50	2,342.50	Open	N
	IMP 19-19 PROFESSIONAL SERVICES	pziemer					06/23/2021
401-1919-43300	PROFESSIONAL SERVICES			2,342.50			
Total for vendor 3120 - BOLTON & MENK:				35,344.00	35,344.00		
Vendor 0065 - BOYER TRUCKS RO:							
03P5111							
66290	BOYER TRUCKS ROGERS	06/14/2021	06/23/2021	218.62	218.62	Open	N
	PORTABLE LIGHT	pziemer					06/23/2021
237-3190-42220	REPAIR & MAINT			218.62			
03P4890.02							
66291	BOYER TRUCKS ROGERS	06/14/2021	06/23/2021	218.62	218.62	Open	N
	PORTABLE LIGHT	pziemer					06/23/2021
235-3125-42220	REPAIR & MAINT			218.62			
03P5110							
66292	BOYER TRUCKS ROGERS	06/14/2021	06/23/2021	218.62	218.62	Open	N
	PORTABLE LIGHT	pziemer					06/23/2021
238-3160-42220	REPAIR & MAINT			218.62			
Total for vendor 0065 - BOYER TRUCKS RO:				655.86	655.86		

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Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2732 - BRAINERD LIBRAR:							
6/8/21							
66194	BRAINERD LIBRARY PETTY CASH	06/08/2021	06/23/2021	38.81	38.81	Open	N
	LAMINATING SUPPLIES- LIBRARY PETTY	pziemer					06/23/2021
211-5501-43430	MISC - SPECIFIED DONATION USE			38.81			
	Total for vendor 2732 - BRAINERD LIBRAR:			38.81	38.81		
Vendor 0081 - BRAINERD MEDICI:							
19642							
66157	BRAINERD MEDICAL SUPPLY	06/01/2021	06/23/2021	21.30	21.30	Open	N
	FIRST AID & SAFETY SUPPLIES	pziemer					06/23/2021
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			21.30			
	Total for vendor 0081 - BRAINERD MEDICI:			21.30	21.30		
Vendor 0084 - BRAINERD PIPE S:							
5805							
66140	BRAINERD PIPE SUPPLY	06/01/2021	06/23/2021	87.17	87.17	Open	N
	QTY 2 PIPES	pziemer					06/23/2021
237-3190-42220	PARK STRTEET SANITARY REPAIR			87.17			
5807							
66141	BRAINERD PIPE SUPPLY	06/01/2021	06/23/2021	180.04	180.04	Open	N
	PIPES/ADAPTORS	pziemer					06/23/2021
237-3190-42220	SANITARY PIPE STOCK REPLACEMENT			180.04			
	Total for vendor 0084 - BRAINERD PIPE S:			267.21	267.21		
Vendor 0296 - BRAINERD PUBLIC:							
MAY 2021/PARKS							
66254	BRAINERD PUBLIC UTILITIES	05/27/2021	06/23/2021	7,460.13	7,460.13	Open	N
	4/12-5/24 PARKS DEPT UTILITIES	pziemer					06/23/2021
230-5200-43381	BPU UTILITIES			7,236.95			
230-5280-43380	UTILITIES			128.30			
230-5280-43380	UTILITIES			13.23			
230-5280-43380	UTILITIES			81.65			
MAY 2021/ENG							
66255	BRAINERD PUBLIC UTILITIES	05/27/2021	06/23/2021	1,743.07	1,743.07	Open	N
	4/12-5/24 CITY UTILITIES	pziemer					06/23/2021
101-1940-43381	BPU UTILITIES			1,294.30			
101-1940-43381	BPU UTILITIES			208.10			
101-9200-43381	BPU UTILITIES			43.71			
101-9200-43381	BPU UTILITIES			66.17			
236-3180-43381	BPU UTILITIES			36.00			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
401-1003-43380	UTILITIES			94.79			
MAY 2021/STREETS							
66256	BRAINERD PUBLIC UTILITIES	05/27/2021	06/23/2021	24,653.23	24,653.23	Open	N
4/12-5/24 STREET DEPT UTILITIES	pziemer						06/23/2021
235-3100-43381	BPU UTILITIES			24,653.23			
MAY 2021/POLICE							
66257	BRAINERD PUBLIC UTILITIES	05/27/2021	06/23/2021	6,348.95	6,348.95	Open	N
4/12-5/24 POLICE DEPT UTILITIES	pziemer						06/23/2021
225-2120-43381	BPU UTILITIES			6,348.95			
MAY 2021/LIBRARY							
66258	BRAINERD PUBLIC UTILITIES	05/27/2021	06/23/2021	1,742.39	1,742.39	Open	N
4/23-5/24 LIBRARY UTILITIES	pziemer						06/23/2021
211-5500-43381	BPU UTILITIES			1,742.39			
MAY 2021/FIRE							
66259	BRAINERD PUBLIC UTILITIES	05/27/2021	06/23/2021	1,936.24	1,936.24	Open	N
4/23-5/24 FIRE DEPT UTILITIES	pziemer						06/23/2021
225-2220-43381	BPU UTILITIES			1,936.24			
06/17/2021							
66343	BRAINERD PUBLIC UTILITIES	06/17/2021	06/23/2021	104,615.94	104,615.94	Open	N
REMITTANCE OF COLLECTED LOCAL SALES	chillman						06/23/2021
251-9360-43467	REMIT LOCAL SALES TAX COLLECT			104,615.94			
Total for vendor 0296 - BRAINERD PUBLIC:				148,499.95	148,499.95		
Vendor 0929 - BRAUN INTERTEC:							
B254618							
66227	BRAUN INTERTEC CORP	06/10/2021	06/23/2021	16,356.50	16,356.50	Open	N
IMP 19-01 PROFESSIONAL SERVICES	pziemer						06/23/2021
401-1901-43300	PROFESSIONAL SERVICES			16,356.50			
Total for vendor 0929 - BRAUN INTERTEC:				16,356.50	16,356.50		
Vendor 0102 - CANON FINANCIAL:							
26902274							
66266	CANON FINANCIAL SERVICE	06/12/2021	06/23/2021	67.27	67.27	Open	N
6/20-4/19 FD COPIER LEASE	pziemer						06/23/2021
225-2220-43331	LEASED PAYMENTS			67.27			
26902275							
66267	CANON FINANCIAL SERVICE	06/12/2021	06/23/2021	100.06	100.06	Open	N
6/20-7/19 LIBRARY COPIER LEASE	pziemer						06/23/2021
211-5505-43430	MISC - COPY MACHINE PYMTS			100.06			
Total for vendor 0102 - CANON FINANCIAL:				167.33	167.33		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0447 - CDW GOVERNMENT,:							
F064905							
66262	CDW GOVERNMENT, INC	06/03/2021	06/23/2021	1,180.00	1,180.00	Open	N
	DELL - MONITORS QTY 4	piemer					06/23/2021
403-9070-45580	CAPITAL - OTHER EQUIPMENT			1,180.00			
F220234							
66303	CDW GOVERNMENT, INC	06/07/2021	06/23/2021	716.23	716.23	Open	N
	DELL - OPTIPLEX 3080	piemer					06/23/2021
403-9070-45580	CAPITAL - OTHER EQUIPMENT			716.23			
F198988							
66304	CDW GOVERNMENT, INC	06/07/2021	06/23/2021	74.89	74.89	Open	N
	OTTERBOX DEFENDER IPAD CASE	piemer					06/23/2021
101-1800-43309	COMPUTER SUPPORT			74.89			
F181221							
66305	CDW GOVERNMENT, INC	06/07/2021	06/23/2021	116.25	116.25	Open	N
	DIGITAL PERSONA EIKONTOUCH	piemer					06/23/2021
225-2120-43309	COMPUTER TECHNICAL SUPPORT			116.25			
	Total for vendor 0447 - CDW GOVERNMENT,:			2,087.37	2,087.37		
Vendor 1333 - CHAMBERLAIN OIL:							
360789-00							
66224	CHAMBERLAIN OIL COMPANY	06/09/2021	06/23/2021	127.20	127.20	Open	N
	GREASE TUBES	piemer					06/23/2021
235-3100-42220	REPAIR & MAINT			127.20			
	Total for vendor 1333 - CHAMBERLAIN OIL:			127.20	127.20		
Vendor 1343 - CHARTER COMMUNICATION:							
0055470060821							
66293	CHARTER COMMUNICATIONS	06/08/2021	06/23/2021	7.84	7.84	Open	N
	JUNE	piemer					06/23/2021
225-2220-43380	UTILITIES			7.84			
0008065060821							
66295	CHARTER COMMUNICATIONS	06/08/2021	06/23/2021	46.46	46.46	Open	N
	6/8/21-7/7/21 PD BUSINESS TV	piemer					06/23/2021
225-2120-43380	UTILITIES			46.46			
	Total for vendor 1343 - CHARTER COMMUNICATION:			54.30	54.30		
Vendor 3920 - CHI ST. ALEXIUS HEALTH WILLISTON:							

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
15333							
66236	CHI ST. ALEXIUS HEALTH WILLISTON	06/01/2021	06/23/2021	105.00	105.00	Open	N
	PRE-EMPLOYMENT PHYSICAL	pziemer					06/23/2021
260-9020-43324	SAFETY TRAINING/PHYSICALS			105.00			
	Total for vendor 3920 - CHI ST. ALEXIUS HEALTH WILLISTON:			105.00	105.00		
Vendor 3921 - CIRCUL-AIR CORP:							
CAC-9323							
66302	CIRCUL-AIR CORP	06/01/2021	06/23/2021	10,490.00	10,490.00	Open	N
	DUAL PURPOSE DRYER - SFM GRANT	pziemer					06/23/2021
225-2220-42210	OPERATING SUPPLIES			10,490.00			
	Total for vendor 3921 - CIRCUL-AIR CORP:			10,490.00	10,490.00		
Vendor 2905 - CLEAN PLUS INC:							
2106003							
66158	CLEAN PLUS INC	06/01/2021	06/23/2021	693.55	693.55	Open	N
	GLOVES	pziemer					06/23/2021
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			693.55			
	Total for vendor 2905 - CLEAN PLUS INC:			693.55	693.55		
Vendor 0229 - CLIFTONLARSONAL:							
2873584							
66179	CLIFTONLARSONALLEN LLP	05/24/2021	06/23/2021	17,550.00	17,550.00	Open	N
	2020 AUDIT PROGRESS BILLING #2	pziemer					06/23/2021
101-9200-43300	PROFESSIONAL SERVICES			16,800.00			
101-9200-43300	PROFESSIONAL SERVICES			750.00			
	Total for vendor 0229 - CLIFTONLARSONAL:			17,550.00	17,550.00		
Vendor 3378 - COLLINS BROTHER:							
21-74876							
66247	COLLINS BROTHERS TOWING	05/01/2021	06/23/2021	45.00	45.00	Open	N
	ICR 21005790 DUI TOW FEES	pziemer					06/23/2021
224-2150-42210	OPERATING SUPPLIES			45.00			
21-76087							
66248	COLLINS BROTHERS TOWING	05/20/2021	06/23/2021	45.00	45.00	Open	N
	ICR 21006812 DRUG TOW FEES	pziemer					06/23/2021
223-2140-42210	OPERATING SUPPLIES			45.00			
	Total for vendor 3378 - COLLINS BROTHER:			90.00	90.00		
Vendor 0125 - CONSOLIDATED TE:							

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
20906808/IT							
66270	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	1,025.38	1,025.38	Open	N
	6/12-7/11 PHONE/INTERNET	pziemer					06/23/2021
101-1800-43321	TELEPHONE			1,025.38			
20906808/ADMIN							
66271	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	6.61	6.61	Open	N
	6/12-7/11 ADMIN PHONE INTERNET	pziemer					06/23/2021
101-1400-43321	TELEPHONE			6.61			
20906808/ENG							
66272	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	57.93	57.93	Open	N
	6/12-7/11 ENG PHONE/INTERNET	pziemer					06/23/2021
101-1700-43321	TELEPHONE			3.47			
101-1940-43321	TELEPHONE			54.46			
20906808/COM DEV							
66273	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	4.10	4.10	Open	N
	6/12-7/11 CD PHONE/INTERNET	pziemer					06/23/2021
101-2400-43321	TELEPHONE			4.10			
20906808							
66274	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	7.97	7.97	Open	N
	6/12-7/11 TRANSIT PHONE/INTERNET	pziemer					06/23/2021
203-9000-43321	TELEPHONE			7.97			
20906808/PD							
66275	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	138.92	138.92	Open	N
	6/12-7/11 PD PHONE/INTERNET	pziemer					06/23/2021
225-2120-43321	TELEPHONE			120.17			
225-2120-43309	COMPUTER TECHNICAL SUPPORT			18.75			
20906808/FD							
66276	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	18.75	18.75	Open	N
	6/12-7/11 FD PHONE/INTERNET	pziemer					06/23/2021
225-2220-43321	TELEPHONE			18.75			
20906808/STREETS							
66277	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	76.90	76.90	Open	N
	6/12-7/11 STREETS PHONE/INTERNET	pziemer					06/23/2021
235-3100-43321	TELEPHONE			76.90			
20906808/PARKS							
66278	CONSOLIDATED TELEPHONE CO	06/12/2021	06/23/2021	49.73	49.73	Open	N
	6/12-7/11 PARKS PHONE/INTERNET	pziemer					06/23/2021
230-5200-43321	TELEPHONE			49.73			
Total for vendor 0125 - CONSOLIDATED TE:				1,386.29	1,386.29		

Vendor 3726 - COPPER CREEK LANDSCAPING LLC:

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
3561							
66184	COPPER CREEK LANDSCAPING	06/04/2021	06/23/2021	2,878.00	2,878.00	Open	N
	QTY 20 HANGING BASKETS DOWNTOWN	pziemer					06/23/2021
401-1003-43430	MISCELLANEOUS			2,878.00			
	Total for vendor 3726 - COPPER CREEK LANDSCAPING LLC:			2,878.00	2,878.00		
Vendor 0900 - CUB FOODS BRD:							
TRX 122 PD							
66296	CUB FOODS - BRAINERD	06/14/2021	06/23/2021	13.45	13.45	Open	N
	SAFETY SUPPLIES/PARADE ASSIST	pziemer					06/23/2021
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			13.45			
	Total for vendor 0900 - CUB FOODS BRD:			13.45	13.45		
Vendor 1688 - CUSTOM FIRE APP:							
0020507-IN							
66198	CUSTOM FIRE APPARATUS INC	06/08/2021	06/23/2021	258,000.00	258,000.00	Open	N
	E21 CHASSIS PROGRESS PAYMENT	pziemer					06/23/2021
404-9055-45500	BUILDING CAPITAL			258,000.00			
	Total for vendor 1688 - CUSTOM FIRE APP:			258,000.00	258,000.00		
Vendor 0132 - CWC HIGHWAY DEP:							
4223							
66145	CWC HIGHWAY DEPT	05/31/2021	06/23/2021	2,845.50	2,845.50	Open	N
	MAY 2021 TRANSIT FUEL	pziemer					06/23/2021
203-9000-42212	MOTOR FUELS			2,845.50			
	Total for vendor 0132 - CWC HIGHWAY DEP:			2,845.50	2,845.50		
Vendor 0133 - CWC RECORDER:							
322 LAUREL							
66147	CWC RECORDER	06/07/2021	06/23/2021	46.00	46.00	Open	N
	322 LAUREL ST RECORDING	pziemer					06/23/2021
202-6324-43430	NE BRAINIMISCELLANEOUS			46.00			
322 LAUREL - 2							
66148	CWC RECORDER	06/07/2021	06/23/2021	46.00	46.00	Open	N
	322 LAUREL STR RECORDING FEE	pziemer					06/23/2021
202-6324-43430	NE BRAINIMISCELLANEOUS			46.00			
T. BANKS							
66269	CWC RECORDER	06/14/2021	06/23/2021	46.00	46.00	Open	N
	REPAYMENT AGREEMENT RECORDING FEE -	pziemer					06/23/2021
202-6324-43430	NE BRAINIMISCELLANEOUS			46.00			
	Total for vendor 0133 - CWC RECORDER:			138.00	138.00		

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Vendor 0134 - CWC SANITARY LA:							
163831 66144	CWC SANITARY LANDFILL OLD TRANSIT FURNITURE	06/03/2021 pziemer	06/23/2021	18.00	18.00	Open	N 06/23/2021
101-1940-42220	REPAIR & MAINT			18.00			
Total for vendor 0134 - CWC SANITARY LA:				18.00	18.00		
Vendor 0135 - CWC TREASURER:							
JUNE 2021							
66143	CWC TREASURER JUNE 2021 SHARED SERVICES	06/01/2021 pziemer	06/23/2021	8,050.00	8,050.00	Open	N 06/23/2021
101-9200-43300	PROFESSIONAL SERVICES			7,425.00			
211-5500-42220	REPAIR & MAINT			625.00			
4156 66229	CWC TREASURER 2021 ANNUAL TIF CERTIFICATIONS	05/01/2021 pziemer	06/23/2021	600.00	600.00	Open	N 06/23/2021
293-6512-43430	MISCELLANEOUS			100.00			
292-6503-43430	MISCELLANEOUS			100.00			
283-6506-43430	MISCELLANEOUS			100.00			
277-6517-43430	MISCELLANEOUS			100.00			
281-6514-43430	MISCELLANEOUS			100.00			
274-6505-43430	MISCELLANEOUS			100.00			
4206 66280	CWC TREASURER LETG BASE/MOBILE FEE QTY 16	06/01/2021 pziemer	06/23/2021	16,825.00	16,825.00	Open	N 06/23/2021
225-2120-43309	COMPUTER TECHNICAL SUPPORT			16,825.00			
Total for vendor 0135 - CWC TREASURER:				25,475.00	25,475.00		
Vendor 1859 - ENTERPRISE FM T:							
FBN4226161/ENG							
66284	ENTERPRISE FM TRUST JUNE 2021 VEHICLE LEASES	06/03/2021 pziemer	06/23/2021	1,382.04	1,382.04	Open	N 06/23/2021
101-1700-43331	LEASE PAYMENTS			1,068.82			
101-1940-43331	LEASE PAYMENTS			313.22			
FBN4226161/PD							
66285	ENTERPRISE FM TRUST JUNE 2021 VEHICLE LEASES	06/03/2021 pziemer	06/23/2021	7,663.84	7,663.84	Open	N 06/23/2021
225-2120-43331	LEASED PAYMENTS			7,663.84			
FBN4226161/FD							
66286	ENTERPRISE FM TRUST JUNE 2021 VEHICLE LEASES	06/03/2021 pziemer	06/23/2021	849.48	849.48	Open	N 06/23/2021

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
225-2220-43331	LEASED PAYMENTS			849.48			
FBN4226161/PARKS							
66287	ENTERPRISE FM TRUST	06/03/2021	06/23/2021	2,433.36	2,433.36	Open	N
	JUNE 2021 VEHICLE LEASES	pziemer					06/23/2021
230-5200-43331	LEASE PAYMENTS			2,433.36			
FBN4226161/STREETS							
66288	ENTERPRISE FM TRUST	06/03/2021	06/23/2021	1,906.34	1,906.34	Open	N
	JUNE 2021 VEHICLE LEASES	pziemer					06/23/2021
235-3100-43331	LEASE PAYMENTS			1,906.34			
FBN4226161/COM DEV							
66289	ENTERPRISE FM TRUST	06/03/2021	06/23/2021	357.61	357.61	Open	N
	JUNE 2021 VEHICLE LEASES	pziemer					06/23/2021
101-2400-43331	LEASE EXPENSE			357.61			
Total for vendor 1859 - ENTERPRISE FM T:				14,592.67	14,592.67		
Vendor 1815 - F.I.R.E. CROSSL:							
5060							
66199	F.I.R.E. CROSSLAKE	06/07/2021	06/23/2021	650.00	650.00	Open	N
	THERMAL CAMERA TRAINING	pziemer					06/23/2021
225-2220-43330	PROFESSIONAL DEVELOPMENT			650.00			
Total for vendor 1815 - F.I.R.E. CROSSL:				650.00	650.00		
Vendor 0170 - FASTENAL COMPAN:							
MNBAX246066							
66225	FASTENAL COMPANY	06/08/2021	06/23/2021	286.93	286.93	Open	N
	WEIGHT LIMIT/SNOW EMERGENCY SIGN	pziemer					06/23/2021
235-3170-42220	REPAIR & MAINT			286.93			
Total for vendor 0170 - FASTENAL COMPAN:				286.93	286.93		
Vendor 0177 - FIRST IMPRESSIO:							
81069							
66264	FIRST IMPRESSION PRINTING	06/12/2021	06/23/2021	261.00	261.00	Open	N
	PD BUSINESS CARDS	pziemer					06/23/2021
225-2120-42200	OFFICE SUPPLIES			261.00			
Total for vendor 0177 - FIRST IMPRESSIO:				261.00	261.00		
Vendor 0071 - FORUM COMMUNICA:							
2257722/TRANSIT							
66195	FORUM COMMUNICATIONS COMPANY	05/31/2021	06/23/2021	478.74	478.74	Open	N
	MAY 2021 TRANSIT DISPATCH ADS	pziemer					06/23/2021
203-9000-43350	PRINTING/LEGAL PUBLICATION			33.33			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
203-9000-43350	PRINTING/LEGAL PUBLICATION			445.41			
2257722/COMDEV							
66196	FORUM COMMUNICATIONS COMPANY	05/31/2021	06/23/2021	2,327.04	2,327.04	Open	N
	MAY 2021 COMM DEV DISPATCH ADS	pziemer					06/23/2021
101-2400-43350	PRINTING/LEGAL PUBLICATION			48.48			
101-2400-43350	PRINTING/LEGAL PUBLICATION			78.78			
101-2400-43350	PRINTING/LEGAL PUBLICATION			1,472.58			
101-2400-43350	PRINTING/LEGAL PUBLICATION			727.20			
C-38016140							
66252	FORUM COMMUNICATIONS COMPANY	06/06/2021	06/23/2021	24.24	24.24	Open	N
	TAC MEETING NOTICE 6/1/21	pziemer					06/23/2021
203-9000-43350	PRINTING/LEGAL PUBLICATION			24.24			
	Total for vendor 0071 - FORUM COMMUNICA:			2,830.02	2,830.02		

Vendor 1967 - FRONTIER PRECIS:

234205							
66265	FRONTIER PRECISION INC	06/09/2021	06/23/2021	2,477.00	2,477.00	Open	N
	GPS RECEIVER -COM DEV GRANT FUNDS	pziemer					06/23/2021
101-2400-45570	CAPITAL - OFFICE EQUIP			2,477.00			
	Total for vendor 1967 - FRONTIER PRECIS:			2,477.00	2,477.00		

Vendor 0186 - GALLS LLC:

018365378							
66159	GALLS LLC	05/14/2021	06/23/2021	85.00	85.00	Open	N
	701 EXTERNAL VEST CARRIER	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			85.00			
018432956							
66160	GALLS LLC	05/24/2021	06/23/2021	85.00	85.00	Open	N
	718 EXTERNAL VEST CARRIER	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			85.00			
018430407							
66207	GALLS LLC	05/24/2021	06/23/2021	105.20	105.20	Open	N
	CSO 774NK UNIFORM	pziemer					06/23/2021
225-2121-41113	UNIFORM ALLOWANCE			105.20			
018464272							
66208	GALLS LLC	05/27/2021	06/23/2021	110.95	110.95	Open	N
	709 JR UNIFORM SHIRT	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			110.95			
	Total for vendor 0186 - GALLS LLC:			386.15	386.15		

Vendor 2377 - GRANITE ELECTRO:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
150008115-1							
66218	GRANITE ELECTRONICS	05/28/2021	06/23/2021	52.00	52.00	Open	N
	AUDIO ACCESSORY SURVEILLANCE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			52.00			
154007784-1							
66249	GRANITE ELECTRONICS	06/03/2021	06/23/2021	144.00	144.00	Open	N
	SQUAD 428 RADIO REPAIR	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			144.00			
	Total for vendor 2377 - GRANITE ELECTRO:			196.00	196.00		

Vendor 0200 - HEARTLAND ANIMA:

MAY 2021

66139	HEARTLAND ANIMAL RESCUE	05/31/2021	06/23/2021	2,658.00	2,658.00	Open	N
	MAY 21 ANIMAL BOARDING/ADMIN	pziemer					06/23/2021
225-2700-43300	PROFESSIONAL SERVICES			1,812.00			
225-2700-43430	MISCELLANEOUS			846.00			
	Total for vendor 0200 - HEARTLAND ANIMA:			<u>2,658.00</u>	<u>2,658.00</u>		

Vendor 0209 - HEARTLAND TIRE:

3025168

66297	HEARTLAND TIRE INC.	06/14/2021	06/23/2021	318.02	318.02	Open	N
	SQD 431 REPLACE 2 TIRES	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			318.02			
	Total for vendor 0209 - HEARTLAND TIRE:			318.02	318.02		

Vendor 3488 - JEFFERSON FIRE:

IN129951

66200	JEFFERSON FIRE & SAFETY	06/02/2021	06/23/2021	12,049.10	12,049.10	Open	N
	TURNOUT GEAR QTY 5	pziemer					06/23/2021
225-2220-42250	PERSONAL PROTECTIVE GEAR			12,049.10			
	Total for vendor 3488 - JEFFERSON FIRE:			12,049.10	12,049.10		

Vendor 3421 - JOBSHQ:

2254972

66189	JOBHQ	05/31/2021	06/23/2021	77.00	77.00	Open	N
	DEPUTY CHIEF AD	pziemer					06/23/2021
225-2120-43350	PRINTING/LEGAL PUBLICATION			77.00			
	Total for vendor 3421 - JOBHQ:			77.00	77.00		

Vendor 0232 - LMCIT-BERKLEY:

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
10002612/3RD QTR 21							
66137	LEAGUE MN CITIES INS TRUS	06/04/2021	06/23/2021	59,735.60	59,735.60	Open	N
	2021 3RD QTR WORK COMP	pziemer					06/23/2021
280-0000-41150	WORKERS COMP			47,485.59			
225-2225-41150	WORKERS COMP			12,250.01			
	Total for vendor 0232 - LMCIT-BERKLEY:			59,735.60	59,735.60		
Vendor 2141 - M&M EXPRESS SAL:							
321429							
66201	M&M EXPRESS SALES & SERVICE	06/08/2021	06/23/2021	36.11	36.11	Open	N
	RESCUE SAW REPAIRS	pziemer					06/23/2021
225-2220-42220	REPAIR & MAINT			36.11			
	Total for vendor 2141 - M&M EXPRESS SAL:			36.11	36.11		
Vendor 3355 - MILLER TESTING:							
202139							
66253	MILLER TESTING & CONSULTING LLC	06/07/2021	06/23/2021	450.00	450.00	Open	N
	507 2ND AVE NE - R. LONG LEAD	pziemer					06/23/2021
202-6324-43430	NE BRAINIMISCELLANEOUS			450.00			
	Total for vendor 3355 - MILLER TESTING:			450.00	450.00		
Vendor 3168 - MOTORS-N-MORE:							
28385							
66161	MOTORS-N-MORE	05/27/2021	06/23/2021	725.74	725.74	Open	N
	SQD 444 FUEL PUMP	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			725.74			
28392							
66162	MOTORS-N-MORE	06/01/2021	06/23/2021	23.00	23.00	Open	N
	SQD 433 OIL CHANGE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
28393							
66163	MOTORS-N-MORE	06/01/2021	06/23/2021	23.00	23.00	Open	N
	SQD 431 OIL CHANGE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
28397							
66164	MOTORS-N-MORE	06/02/2021	06/23/2021	23.00	23.00	Open	N
	SQD 429 OIL CHANGE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
28389							
66165	MOTORS-N-MORE	06/02/2021	06/23/2021	23.00	23.00	Open	N
	SQD 434 OIL CHANGE	pziemer					06/23/2021

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
28407							
66166	MOTORS-N-MORE	06/04/2021	06/23/2021	23.00	23.00	Open	N
	SQD 428 OIL CHANGE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
28398							
66214	MOTORS-N-MORE	06/02/2021	06/23/2021	23.00	23.00	Open	N
	SQD 434 OIL CHANGE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
28433							
66298	MOTORS-N-MORE	06/14/2021	06/23/2021	23.00	23.00	Open	N
	SQD 422 OIL CHANGE	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
	Total for vendor 3168 - MOTORS-N-MORE:			886.74	886.74		

Vendor 0273 - NAPA AUTO PARTS:

411273							
66153	NAPA AUTO PARTS	06/03/2021	06/23/2021	49.68	49.68	Open	N
	DIESEL FUEL TREATMENT	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			49.68			
412452							
66187	NAPA AUTO PARTS	06/07/2021	06/23/2021	107.74	107.74	Open	N
	PARTS WASHER SOLVENT	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			107.74			
410690							
66202	NAPA AUTO PARTS	06/02/2021	06/23/2021	86.93	86.93	Open	N
	CLEANING SUPPLIES	pziemer					06/23/2021
225-2220-42210	OPERATING SUPPLIES			86.93			
410914							
66219	NAPA AUTO PARTS	06/02/2021	06/23/2021	23.87	23.87	Open	N
	LIQUID METAL POLISH	pziemer					06/23/2021
225-2220-42210	OPERATING SUPPLIES			23.87			
	Total for vendor 0273 - NAPA AUTO PARTS:			268.22	268.22		

Vendor 0614 - NOR-SON, INC.:

3804E1.01							
66237	NOR-SON, INC.	06/03/2021	06/23/2021	7,000.00	7,000.00	Open	N
	RESTAURANT DESIGN & PRE-CONSTRUCTION	pziemer					06/23/2021
450-9010-45530	CAPITAL-LOCAL SHARE			7,000.00			
	Total for vendor 0614 - NOR-SON, INC.:			7,000.00	7,000.00		

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GL Distribution	GRANT						
Vendor 1965 - NORTH CENTRAL B:							
93466							
66172	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	221.50	221.50	Open	N
	BUS 191 LIFT REPAIRS	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			221.50			
93471							
66173	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	71.50	71.50	Open	N
	BUS 181 LIFT INSPECTION	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			71.50			
93468							
66174	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	71.50	71.50	Open	N
	BUS 114 LIFT INSPECTION	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			71.50			
93469							
66175	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	71.50	71.50	Open	N
	BUS 161 LIFT INSPECTION	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			71.50			
93472							
66176	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	71.50	71.50	Open	N
	BUS 142 LIFT INSPECTION	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			71.50			
93467							
66177	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	369.68	369.68	Open	N
	BUS 171 LIFT REPAIRS	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			369.68			
93470							
66178	NORTH CENTRAL BUS SALES	06/02/2021	06/23/2021	71.50	71.50	Open	N
	BUS 172 LIFT INSPECTION	pziemer					06/23/2021
203-9000-43401	VEHICLE REPAIRS			71.50			
Total for vendor 1965 - NORTH CENTRAL B:				948.68	948.68		

Vendor 0736 - NORTHLAND FIRE:

45124							
66142	NORTHLAND FIRE PROTECTION	05/28/2021	06/23/2021	144.60	144.60	Open	N
	CITY HALL FIRE EXTINGUISHER SERVICE	pziemer					06/23/2021
101-1940-42220	REPAIR & MAINT			144.60			
45313							
66282	NORTHLAND FIRE PROTECTION	06/07/2021	06/23/2021	105.00	105.00	Open	N
	TROUBLESHOOT C/H ALARM AFTER POWER	pziemer					06/23/2021
101-1940-42220	REPAIR & MAINT			105.00			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 0736 - NORTHLAND FIRE:				249.60	249.60		
Vendor 0284 - OFFICE SHOP:							
1097164-0							
66226	OFFICE SHOP	06/08/2021	06/23/2021	69.26	69.26	Open	N
	OFFICE SUPPLIES - TRANSIT	pziemer					06/23/2021
203-9000-42200	OFFICE SUPPLIES			69.26			
1096866-0							
66239	OFFICE SHOP	06/01/2021	06/23/2021	40.63	40.63	Open	N
	FILING STORAGE BOXES	pziemer					06/23/2021
260-9020-42200	OFFICE SUPPLIES			40.63			
1096866-1							
66240	OFFICE SHOP	06/03/2021	06/23/2021	18.65	18.65	Open	N
	BATTERIES FOR OFFICE	pziemer					06/23/2021
260-9020-42200	OFFICE SUPPLIES			18.65			
1097381-0							
66283	OFFICE SHOP	06/11/2021	06/23/2021	36.99	36.99	Open	N
	FOLDERS FOR CITY HALL	pziemer					06/23/2021
101-1940-42200	OFFICE SUPPLIES			36.99			
Total for vendor 0284 - OFFICE SHOP:				165.53	165.53		
Vendor 2137 - O'REILLY AUTOMO:							
1647-448658							
66209	O'REILLY AUTOMOTIVE STORES INC.	06/02/2021	06/23/2021	48.97	48.97	Open	N
	CAR WAX ETC.	pziemer					06/23/2021
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			48.97			
Total for vendor 2137 - O'REILLY AUTOMO:				48.97	48.97		
Vendor 3260 - PERSONIUS, JAY:							
5/24-5/28							
66167	PERSONIUS, JAY	06/04/2021	06/23/2021	301.19	301.19	Open	N
	MAY 24-28 FTO SCHOOL MEAL REIMBURSE	pziemer					06/23/2021
225-2120-43330	PROFESSIONAL DEVELOPMENT			301.19			
Total for vendor 3260 - PERSONIUS, JAY:				301.19	301.19		
Vendor 3436 - PRODUCTIVE ALTE:							
INV00067408							
66188	PRODUCTIVE ALTERNATIVES	05/31/2021	06/23/2021	59,230.68	59,230.68	Open	N
	MAY 2021 THIRD PARTY SERVICES	pziemer					06/23/2021
203-9000-42212	MOTOR FUELS			3,272.42			
203-9000-43401	VEHICLE REPAIRS			3,023.66			

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GL Distribution	GRANT						
203-9000-43440	TRANSIT SERVICE CONTRACT PY			52,934.60			
Total for vendor 3436 - PRODUCTIVE ALTE:				59,230.68	59,230.68		
Vendor 0569 - SCHREIFELS, TRO:							
6/8/2021							
66215	SCHREIFELS, TROY	06/08/2021	06/23/2021	675.00	675.00	Open	N
	DEFENSIVE TACTICS TRAINING	pziemer					06/23/2021
225-2120-43330	PROFESSIONAL DEVELOPMENT			675.00			
Total for vendor 0569 - SCHREIFELS, TRO:				675.00	675.00		
Vendor 2402 - SHAWN FLETCHER:							
30538							
66182	SHAWN FLETCHER TRUCKING INC	06/07/2021	06/23/2021	450.00	450.00	Open	N
	RED MULCH - CITY HALL	pziemer					06/23/2021
101-1940-42220	REPAIR & MAINT			450.00			
30568							
66263	SHAWN FLETCHER TRUCKING INC	06/09/2021	06/23/2021	810.00	810.00	Open	N
	MUCLH - QTY 27CY CITY HALL	pziemer					06/23/2021
101-1940-42220	REPAIR & MAINT			810.00			
Total for vendor 2402 - SHAWN FLETCHER:				1,260.00	1,260.00		
Vendor 0315 - SHERWIN WILLIAM:							
8614-2							
66221	SHERWIN WILLIAMS	06/10/2021	06/23/2021	137.70	137.70	Open	N
	PAINT STRAINERS AND SPRAY TIPS	pziemer					06/23/2021
235-3170-42210	OPERATING SUPPLIES			137.70			
Total for vendor 0315 - SHERWIN WILLIAM:				137.70	137.70		
Vendor 2589 - STAPLES ADVANTA:							
3477752002							
66168	STAPLES ADVANTAGE	05/22/2021	06/23/2021	64.52	64.52	Open	N
	EVIDENCE SUPPLIES/OFFICE SUPPLIES	pziemer					06/23/2021
225-2120-42210	OPERATING SUPPLIES			37.02			
225-2120-42200	OFFICE SUPPLIES			27.50			
Total for vendor 2589 - STAPLES ADVANTA:				64.52	64.52		
Vendor 3916 - STEPP MANUFACTURING CO INC:							
59394							
66192	STEPP MANUFACTURING CO INC	06/03/2021	06/23/2021	80.97	80.97	Open	N
	BECKETT VALVE KIT - LESS SALES TAX	pziemer					06/23/2021
235-3100-42220	PATCH TRAILER VAVLE KIT			80.97			

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	GL Distribution GRANT						
059381							
66193	STEPP MANUFACTURING CO INC	06/03/2021	06/23/2021	54.44	54.44	Open	N
	BECKET VALVE/COIL - LESS SALES TAX	pziemer					06/23/2021
	235-3100-42220 PATCH TRAILER VALVE STEM AND COIL			54.44			
059404							
66260	STEPP MANUFACTURING CO INC	06/07/2021	06/23/2021	351.52	351.52	Open	N
	PRIMARY CONTROL W/CONNECTORS	pziemer					06/23/2021
	235-3100-42220 PATCH TRAILER PRIMARY CONTROLS			351.52			
059407							
66261	STEPP MANUFACTURING CO INC	06/07/2021	06/23/2021	604.25	604.25	Open	N
	12V WATLOW	pziemer					06/23/2021
	235-3100-42220 PATCH TRAILER VOLTAGE CONTROL			604.25			
	Total for vendor 3916 - STEPP MANUFACTURING CO INC:			1,091.18	1,091.18		
Vendor 3599 - STOUT HYDROSEED:							
2241							
66183	STOUT HYDROSEEDING & FERTILIZING	06/08/2021	06/23/2021	45.00	45.00	Open	N
	FERTILIZER - LAWN CARE CITY HALL	pziemer					06/23/2021
	101-1940-42220 REPAIR & MAINT			45.00			
2243							
66203	STOUT HYDROSEEDING & FERTILIZING	06/08/2021	06/23/2021	130.00	130.00	Open	N
	LAWN FERTILIZATION - ST 1 AND ST 2	pziemer					06/23/2021
	225-2220-43300 PROFESSIONAL SERVICES			130.00			
2242							
66210	STOUT HYDROSEEDING & FERTILIZING	06/08/2021	06/23/2021	65.00	65.00	Open	N
	PD FERTILIZING AND WEED CONTROL	pziemer					06/23/2021
	225-2120-43300 PROFESSIONAL SERVICES			65.00			
	Total for vendor 3599 - STOUT HYDROSEED:			240.00	240.00		
Vendor 3148 - STRATELIGENT:							
6/01/21							
66238	STRATELIGENT	06/01/2021	06/23/2021	475.00	475.00	Open	N
	BILLBOARD DESIGN & UPDATE	pziemer					06/23/2021
	260-9020-43340 ADVERTISING/PROMOTION			475.00			
	Total for vendor 3148 - STRATELIGENT:			475.00	475.00		
Vendor 0322 - STREICHERS PROF:							
I1505367							
66169	STREICHERS PROF EQUIP	05/26/2021	06/23/2021	234.95	234.95	Open	N
	774NK - CSO UNIFORM	pziemer					06/23/2021
	225-2121-41113 UNIFORM ALLOWANCE			234.95			

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	GL Distribution GRANT						
CM289333							
66211	STREICHERS PROF EQUIP	05/21/2021	06/23/2021	190.98	190.98	Open	N
	RETURN - UNIFORM HOLSTER/WEAPON	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			190.98			
I1503796							
66212	STREICHERS PROF EQUIP	05/18/2021	06/23/2021	49.99	49.99	Open	N
	703 UNIFORM HOLSTER	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			49.99			
I1506313							
66213	STREICHERS PROF EQUIP	06/02/2021	06/23/2021	31.97	31.97	Open	N
	717 UNIFORM NAMEPLATES	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			31.97			
I1507306							
66250	STREICHERS PROF EQUIP	06/08/2021	06/23/2021	26.99	26.99	Open	N
	725 UNIFORM INITIAL ISSUE	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			26.99			
I1507387							
66251	STREICHERS PROF EQUIP	06/08/2021	06/23/2021	139.95	139.95	Open	N
	726 UNIFORM SHIRTS	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			139.95			
CM289524							
66299	STREICHERS PROF EQUIP	06/09/2021	06/23/2021	(129.99)	(129.99)	Open	N
	774NK UNIFORM BOOTS CREDIT	pziemer					06/23/2021
225-2121-41113	UNIFORM ALLOWANCE			(129.99)			
I1507592							
66300	STREICHERS PROF EQUIP	06/09/2021	06/23/2021	59.98	59.98	Open	N
	703 HOLSTER	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			59.98			
I1507739							
66301	STREICHERS PROF EQUIP	06/10/2021	06/23/2021	168.98	168.98	Open	N
	TRT SUPPLIES	pziemer					06/23/2021
225-2131-42210	OPERATING SUPPLIES			168.98			
I1507533							
66307	STREICHERS PROF EQUIP	06/09/2021	06/23/2021	48.98	48.98	Open	N
	710 CUFF AND MAG HOLDER	pziemer					06/23/2021
225-2120-41113	UNIFORM ALLOWANCE			48.98			
Total for vendor 0322 - STREICHERS PROF:				822.78	822.78		

Vendor 3838 - SWANSON HASKAMP:

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GL Distribution	GRANT						
1043							
66246	SWANSON HASKAMP CONSULTING	06/13/2021	06/23/2021	9,297.00	9,297.00	Open	N
	ZONING CODE UPDATE PROGRESS BILLING	pziemer					06/23/2021
400-9050-45530	CAPITAL - OTHER			9,297.00			
	Total for vendor 3838 - SWANSON HASKAMP:			9,297.00	9,297.00		
Vendor 0349 - W W THOMPSON CO:							
2106-918878							
66191	W W THOMPSON CONCRETE	06/08/2021	06/23/2021	71.04	71.04	Open	N
	EVERGREEN BOAT LANDING GATE	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			71.04			
2106-919028							
66220	W W THOMPSON CONCRETE	06/09/2021	06/23/2021	35.52	35.52	Open	N
	EVERGREEN BOAT LANDING CEMENT	pziemer					06/23/2021
235-3100-42220	REPAIR & MAINT			35.52			
	Total for vendor 0349 - W W THOMPSON CO:			106.56	106.56		
Vendor 0344 - WASTE PARTNERS:							
15X01919							
66241	WASTE PARTNERS INC	05/31/2021	06/23/2021	467.27	467.27	Open	N
	MAY 21 AIRPORT WASTE REMOVAL	pziemer					06/23/2021
260-9020-42220	REPAIR & MAINT			467.27			
15X01266							
66268	WASTE PARTNERS INC	05/31/2021	06/23/2021	101.16	101.16	Open	N
	MAY 2021 LIBRARY WASTE REMOVAL	pziemer					06/23/2021
211-5500-43380	UTILITIES			101.16			
	Total for vendor 0344 - WASTE PARTNERS:			568.43	568.43		
Vendor 3199 - WEX BANK:							
72000605/COM DEV							
66151	WEX BANK	05/31/2021	06/23/2021	291.21	291.21	Open	N
	MAY 21 COM DEV FUEL & CAR WASH	pziemer					06/23/2021
101-2400-42212	MOTOR FUELS			274.58			
101-2400-42220	REPAIR & MAINT			16.63			
72000605/ENG							
66152*	WEX BANK	05/31/2021	06/23/2021	225.12	225.12	Open	N
	MAY 21 ENG FUEL	pziemer					06/23/2021
401-9030-42212	MOTOR FUELS			225.67			
401-9030-42212	MOTOR FUELS			(0.55)			

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GL Distribution	GRANT						
72000605/PARKS							
66171	WEX BANK	05/31/2021	06/23/2021	1,668.77	1,668.77	Open	N
	MAY 2021 PARKS FUEL	pziemer					06/23/2021
230-5200-42212	MOTOR FUELS			1,668.77			
72000605/PD							
66180*	WEX BANK	05/31/2021	06/23/2021	4,314.25	4,314.25	Open	N
	MAY 2021 POLICE DEPT FUEL	pziemer					06/23/2021
225-2120-42212	MOTOR FUELS			4,393.14			
225-2120-42212	MOTOR FUELS			(78.89)			
72000605/FD							
66181	WEX BANK	05/31/2021	06/23/2021	1,107.05	1,107.05	Open	N
	MAY 21 FIRE DEPT FUEL	pziemer					06/23/2021
225-2220-42212	MOTOR FUELS			1,107.05			
72000605/STREETS							
66217	WEX BANK	05/31/2021	06/23/2021	5,801.78	5,801.78	Open	N
	MAY 2021 STREET DEPT FUEL	pziemer					06/23/2021
237-3190-42212	MOTOR FUELS			790.83			
235-3100-42212	MOTOR FUELS			5,010.95			
Total for vendor 3199 - WEX BANK:				13,408.18	13,408.18		
# of Invoices: 165 # Due: 165				Totals:	725,472.55	725,472.55	
# of Credit Memos: 1 # Due: 1				Totals:	(129.99)	(129.99)	
Net of Invoices and Credit Memos:					725,342.56	725,342.56	
* 2 Net Invoices have Credits Totalling:					(79.44)		

--- TOTALS BY GL DISTRIBUTION ---

101-1400-43321	TELEPHONE	6.61
101-1700-43321	TELEPHONE	3.47
101-1700-43331	LEASE PAYMENTS	1,068.82
101-1800-43309	COMPUTER SUPPORT	74.89
101-1800-43321	TELEPHONE	1,025.38
101-1940-42200	OFFICE SUPPLIES	36.99
101-1940-42220	REPAIR & MAINT	1,572.60
101-1940-43321	TELEPHONE	54.46
101-1940-43331	LEASE PAYMENTS	313.22
101-1940-43381	BPU UTILITIES	1,502.40
101-2400-42212	MOTOR FUELS	274.58
101-2400-42220	REPAIR & MAINT	16.63
101-2400-43321	TELEPHONE	4.10
101-2400-43331	LEASE EXPENSE	357.61
101-2400-43350	PRINTING/LEGAL PUBLICATION	2,327.04
101-2400-45570	CAPITAL - OFFICE EQUIP	2,477.00

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	101-9200-43300	PROFESSIONAL SERVICES		24,975.00			
	101-9200-43381	BPU UTILITIES		109.88			
	202-6324-43430	MISCELLANEOUS		588.00			
	203-9000-42200	OFFICE SUPPLIES		69.26			
	203-9000-42212	MOTOR FUELS		6,117.92			
	203-9000-43321	TELEPHONE		7.97			
	203-9000-43350	PRINTING/LEGAL PUBLICATION		502.98			
	203-9000-43401	VEHICLE REPAIRS		3,972.34			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY		52,934.60			
	211-5500-42220	REPAIR & MAINT		625.00			
	211-5500-43380	UTILITIES		101.16			
	211-5500-43381	BPU UTILITIES		1,742.39			
	211-5501-43430	MISC - SPECIFIED DONATION USE		38.81			
	211-5505-43430	MISC - COPY MACHINE PYMTS		100.06			
	223-2140-42210	OPERATING SUPPLIES		45.00			
	224-2150-42210	OPERATING SUPPLIES		45.00			
	225-2120-41113	UNIFORM ALLOWANCE		829.79			
	225-2120-42200	OFFICE SUPPLIES		288.50			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		728.30			
	225-2120-42210	OPERATING SUPPLIES		114.99			
	225-2120-42212	MOTOR FUELS		4,314.25			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		1,449.73			
	225-2120-43300	PROFESSIONAL SERVICES		2,055.00			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		17,727.72			
	225-2120-43321	TELEPHONE		1,320.04			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		996.19			
	225-2120-43331	LEASED PAYMENTS		7,663.84			
	225-2120-43350	PRINTING/LEGAL PUBLICATION		77.00			
	225-2120-43380	UTILITIES		46.46			
	225-2120-43381	BPU UTILITIES		6,348.95			
	225-2121-41113	UNIFORM ALLOWANCE		210.16			
	225-2131-42210	OPERATING SUPPLIES		168.98			
	225-2220-42210	OPERATING SUPPLIES		10,610.68			
	225-2220-42212	MOTOR FUELS		1,107.05			
	225-2220-42220	REPAIR & MAINT		36.11			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		12,049.10			
	225-2220-43300	PROFESSIONAL SERVICES		130.00			
	225-2220-43321	TELEPHONE		18.75			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		650.00			
	225-2220-43331	LEASED PAYMENTS		916.75			
	225-2220-43380	UTILITIES		7.84			
	225-2220-43381	BPU UTILITIES		1,936.24			
	225-2225-41150	WORKERS COMP		12,250.01			
	225-2700-43300	PROFESSIONAL SERVICES		1,812.00			
	225-2700-43430	MISCELLANEOUS		846.00			
	230-5200-42212	MOTOR FUELS		1,668.77			
	230-5200-43321	TELEPHONE		49.73			
	230-5200-43331	LEASE PAYMENTS		2,433.36			
	230-5200-43381	BPU UTILITIES		7,236.95			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	230-5280-43380	UTILITIES		223.18			
	235-3100-42200	OFFICE SUPPLIES		14.38			
	235-3100-42212	MOTOR FUELS		5,010.95			
	235-3100-42220	REPAIR & MAINT		1,609.55			
	235-3100-43321	TELEPHONE		76.90			
	235-3100-43331	LEASE PAYMENTS		1,906.34			
	235-3100-43381	BPU UTILITIES		24,653.23			
	235-3100-43430	MISCELLANEOUS		161.48			
	235-3125-42220	REPAIR & MAINT		218.62			
	235-3170-42210	OPERATING SUPPLIES		155.67			
	235-3170-42220	REPAIR & MAINT		286.93			
	236-3180-43381	BPU UTILITIES		36.00			
	237-3190-42212	MOTOR FUELS		790.83			
	237-3190-42220	PARK STRTEET SANITARY REPAIR		485.83			
	238-3160-42220	REPAIR & MAINT		218.62			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		104,615.94			
	260-9020-42200	OFFICE SUPPLIES		59.28			
	260-9020-42220	REPAIR & MAINT		572.27			
	260-9020-43309	COMPUTER SUPPORT		22.58			
	260-9020-43321	TELEPHONE		58.94			
	260-9020-43324	SAFETY TRAINING/PHYSICALS		105.00			
	260-9020-43340	ADVERTISING/PROMOTION		475.00			
	274-6505-43430	MISCELLANEOUS		100.00			
	277-6517-43430	MISCELLANEOUS		100.00			
	280-0000-41150	WORKERS COMP		47,485.59			
	281-6514-43430	MISCELLANEOUS		100.00			
	283-6506-43430	MISCELLANEOUS		100.00			
	292-6503-43430	MISCELLANEOUS		100.00			
	293-6512-43430	MISCELLANEOUS		100.00			
	295-6510-43430	MISCELLANEOUS		3,112.50			
	400-9050-45530	CAPITAL - OTHER		9,297.00			
	401-1003-43380	UTILITIES		94.79			
	401-1003-43430	MISCELLANEOUS		2,927.49			
	401-1901-43300	PROFESSIONAL SERVICES		49,358.00			
	401-1919-43300	PROFESSIONAL SERVICES		2,342.50			
	401-9030-42212	MOTOR FUELS		225.12			
	403-9070-45580	CAPITAL - OTHER EQUIPMENT		1,896.23			
	404-9055-45500	BUILDING CAPITAL		258,000.00			
	450-9010-45530	CAPITAL-LOCAL SHARE		7,000.00			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			36,200.68	36,200.68		
	202 - SCDP GRANTS			588.00	588.00		
	203 - TRANSIT FUND			63,605.07	63,605.07		
	211 - LIBRARY FUND			2,607.42	2,607.42		
	223 - DRUG FORFEITURE			45.00	45.00		
	224 - DUI FORFEITURE			45.00	45.00		
	225 - PUBLIC SAFETY FUND			86,710.43	86,710.43		
	230 - PARK & RECREATION FUND			11,611.99	11,611.99		
	235 - STREET & SEWER FUND			34,094.05	34,094.05		
	236 - PARKING LOT FUND			36.00	36.00		
	237 - SANITARY SEWER FUND			1,276.66	1,276.66		
	238 - STORM SEWER FUND			218.62	218.62		
	251 - LOCAL OPTION SALES TAX			104,615.94	104,615.94		
	260 - AIRPORT FUND			1,293.07	1,293.07		
	274 - ROYAL TIRE TIF			100.00	100.00		
	277 - ARTSPACE TIF FUND			100.00	100.00		
	280 - PACKAGE INSURANCE FUND			47,485.59	47,485.59		
	281 - JIMMY JOHN'S TIF			100.00	100.00		
	283 - TACO JOHN'S TIF FUND			100.00	100.00		
	292 - TIMBERLAND TWNHMS TIF			100.00	100.00		
	293 - BRAINERD MALL TIF FUND			100.00	100.00		
	295 - EDA FUND			3,112.50	3,112.50		
	400 - CAPITAL PROJECTS FUND			9,297.00	9,297.00		
	401 - CONSTRUCTION FUND			54,947.90	54,947.90		
	403 - IT CAPITAL FUND			1,896.23	1,896.23		
	404 - FIRE DEPARTMENT CAPITAL			258,000.00	258,000.00		
	450 - AIRPORT CIP FUND			7,000.00	7,000.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			47,485.59	47,485.59		
	1003 - 10:03 DWNTWN MAIN CNTRACT			3,022.28	3,022.28		
	1400 - ADMINISTRATION			6.61	6.61		
	1700 - ENGINEERING			1,072.29	1,072.29		
	1800 - IT/GIS			1,100.27	1,100.27		
	1901 - 19:01 NW 4TH STREET IMPR			49,358.00	49,358.00		
	1919 - 19:19 NW 3RD&JACKSON STRE			2,342.50	2,342.50		
	1940 - CITY HALL			3,479.67	3,479.67		
	2120 - POLICE DEPARTMENT			43,960.76	43,960.76		
	2121 - COMMUNITY SERVICE			210.16	210.16		
	2131 - TACTICAL TEAM			168.98	168.98		
	2140 - DRUG FORFEITURE			45.00	45.00		
	2150 - DUI FORFEITURE			45.00	45.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
--- TOTALS BY DEPT/ACTIVITY ---							
2220	- FIRE DEPARTMENT			27,462.52	27,462.52		
2225	- PAID ON-CALL FIRE DEPT			12,250.01	12,250.01		
2400	- COMMUNITY DEVL/INSPECTION			5,456.96	5,456.96		
2700	- ANIMAL CONTROL			2,658.00	2,658.00		
3100	- S & S MAINTENANCE			33,432.83	33,432.83		
3125	- SNOW REMOVAL			218.62	218.62		
3160	- STORM SEWER EXPENSE			218.62	218.62		
3170	- TRAFFIC CONTROL			442.60	442.60		
3180	- PARKING LOTS EXPENSE			36.00	36.00		
3190	- SANITARY SEWER EXPENSE			1,276.66	1,276.66		
5200	- PARK MAIN/ADMINISTRATION			11,388.81	11,388.81		
5280	- CAMPGROUND			223.18	223.18		
5500	- LIBRARY-BUDGETED			2,468.55	2,468.55		
5501	- SPECIFIED DONATION USE			38.81	38.81		
5505	- TAXABLE FEES			100.06	100.06		
6324	- NE SCDP GRANT			588.00	588.00		
6503	- TIMBERLAND TWNHMS TIF			100.00	100.00		
6505	- ROYAL TIRE TIF			100.00	100.00		
6506	- TACO JOHN'S TIF			100.00	100.00		
6510	- ECONOMIC DEVELOPMENT AUTH			3,112.50	3,112.50		
6512	- BRAINERD MALL TIF			100.00	100.00		
6514	- JIMMY JOHN'S TIF			100.00	100.00		
6517	- ARTSPACE TIF FUND			100.00	100.00		
9000	- TRANSIT FUND			63,605.07	63,605.07		
9010	- AIRPORT CIP PROJ-MISC			7,000.00	7,000.00		
9020	- AIRPORT M & O			1,293.07	1,293.07		
9030	- CONSTRUCTION PROJ-MISC			225.12	225.12		
9050	- CAPITAL PROJECTS-MISC			9,297.00	9,297.00		
9055	- FIRE DEPARTMENT CAPITAL			258,000.00	258,000.00		
9070	- IT CAPITAL FUND			1,896.23	1,896.23		
9200	- UNALLOCATED			25,084.88	25,084.88		
9360	- LOCAL OPTION SALES TAX			104,615.94	104,615.94		

**Brainerd, MN
June 7, 2021**

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 Bevans.

Upon roll call, the following members were noted as present: Erickson, O'Day, Stunek, Johnson, Pritschet, Stenglein, and Bevans. Mayor Badeaux was noted as present.

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

MOVED AND SECONDED BY ALDERMEN JOHNSON AND PRITSCHET, DULY CARRIED, TO APPROVE THE AGENDA.

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

- A. **Approval of Bills- Approved**
- B. **Approval of the minutes of the Regular Meeting held on May 17th, - Approved**
- C. **Approval of Licenses- Approved**
- D. **Department Activity Reports**
- E. **Minnesota Lawful Gambling Application for Exempt Permit- Submitted by Advocates for Reproductive Education for an Event to be Held on August 18th, 2021, at Laurel Street Parking Lot by Sage on Laurel- Approved**
- F. **Minnesota Lawful Gambling Premises Permit Application- Adopt Resolution to Allow Lawful Gambling by Garrison Fire Relief at C.C.'s Bar, 121 Washington Street NE, Brainerd, MN- Approved**
- G. **New Tobacco License Application- Submitted by HA Smokey's Tobacco Inc, 706 Washington St, STE A&B- Approved**
- H. **Temporary ON-Sale Liquor License Application- Submitted by Carl Sydney Hanson Post #255- for Event to be Held on June 12th, 2021, at St. Andrew's Church- Approved**
- I. **Approval of 2021 Temporary Employees- Approved**
- J. **Approval of City Administrator Bergman's May 17, 2021, Quarterly Talk- Approved**

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

Community Member of the Month

John Forrest was recognized by Mayor Badeaux as Community Member of the Month for June. City Administrator Bergman spoke about John's dedication and tenacity in assembling and maintaining Rotary Riverside Park. Mayor Badeaux will be inviting his future community members back into the chambers and apologized to John for not making the invitation.

Council Committee Reports

Personnel & Finance

League of Minnesota Cities Insurance Trust (LMCIT) Premium Renewal 2021-2022-Approved

Committee Chair Johnson discussed the overall annual cost to renew will be \$361,000, which is a 3% increase from last year. Committee Chair Johnson stated the committee is recommending adding on the primary auto liability. This would allow City coverage for employees running a personal errand in a city vehicle if they would happen to get into an accident. The premium for this additional coverage is \$97 per year.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE THE INSURANCE RENEWAL FROM THE LMCIT FOR MARCH 1, 2021- FEBRUARY 28th, 2022 AND ADD ON AN ADDITIONAL PRIMARY AUTO LIABILITY COVERAGE FOR \$97 ANNUALLY.

Minnesota Statewide All-Hazard Incident Management Organization Cooperative Agreement- Adopted Resolution 32:21

Committee Chair Johnson explained that this used to be the Joint Powers agreement for emergency response. The organization is transitioning to a cooperative and a new agreement needed to be presented. This agreement is an improvement on the previous agreement and clarifies items such as workers' comp and equipment insurance.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, TO ADOPT RESOLUTION 32:21 A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT FOR THE MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT ORGANIZATION AND APPROVE THE APPROPRIATE SIGNATURES ON THE DOCUMENTS.

RESOLUTION 32:21

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

Sale of Retired Fire Department Equipment- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO AUTHORIZE THE SALE OF RETIRED KAWASAKI MULE AND TRAILER USING THE PUBLIC AUCTION SITE.

Approve Promotion for Deputy Police Chief Position- Approved

Committee Chair Johnson explained that there was an active sergeant list, so they were able to fill both positions effectively.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE PROMOTION OF SERGEANT JOHN DAVIS TO DEPUTY POLICE CHIEF EFFECTIVE JUNE 8TH, 2021; FURTHER THAT HE BE PLACED ON STEP 5 OF THE DEPUTY POLICE CHIEF WAGE GRID AT A RATE OF \$44.79 PER HOUR, PURSUANT TO RESOLUTION NO. 38:19 THAT SETS THE 2019-2021 WAGES FOR THE DEPUTY POLICE CHIEF POSITION. AS WELL AS AUTHORIZE PROMOTION OF OFFICER JOEL REED TO POLICE SERGEANT EFFECTIVE JUNE 8TH, 2021; FURTHER, THAT HE BE PLACED ON STEP 3 OF THE SERGEANT WAGE GRID AT A RATE OF \$36.74 PER HOUR.

Accept Retirement of Police Records Management Lead Sandra Anderson and Authorize Staff to Backfill the Position- Approved

Committee Chair Johnson explained that the position will be filled as soon as possible so that we can utilize Ms. Anderson's institutional knowledge to train the new lead.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO ACCEPT WITH REGRET THE RETIREMENT OF POLICE RECORDS MANAGEMENT LEAD SANDRA ANDERSON EFFECTIVE SEPTEMBER 25TH, 2021, AND TO AUTHORIZE SEVERANCE PAY PURSUANT TO CITY POLICY; FURTHER TO AUTHORIZE STAFF TO BACKFILL THE POSITION.

Approve Hiring Community Service Officer Andrew Thielke- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO RATIFY THE HIRING OF COMMUNITY SERVICE OFFICER ANDREW THIELKE EFFECTIVE MAY 24TH, 2021 AT THE RATE OF \$12.00 PER HOUR.

Approve Promotion of Robert Anderson to Street Maintenance II- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE THE PROMOTION OF ROBERT ANDERSON TO STREET MAINTENANCE II EFFECTIVE JULY 1ST, 2021; FURTHER THAT HE BE PLACED ON STEP 5 OF THE STREET MAINTENANCE II WAGE GRID AT A RATE OF \$27.53 PER HOUR.

Approve Franchise Agreement with Consolidated Telephone Company-Approved

Committee Chair Johnson explained both agreements with Consolidated Telephone Company and Spectrum Mid-America (Charter) have been redone. Both contracts are now the same. Both agreements are for 10 years instead of 15 years as the previous agreements were and the City will continue to receive 5% of all cable franchise fees.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE FRANCHISE AGREEMENT BETWEEN THE CITY OF BRAINERD AND CONSOLIDATED TELEPHONE COMPANY (CTC).

Approve Franchise Agreement with Spectrum Mid-America LLC-Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE THE FRANCHISE AGREEMENT BETWEEN THE CITY OF BRAINERD AND SPECTRUM MID-AMERICA LLC (LOCALLY KNOWN AS CHARTER COMMUNICATIONS).

Discussion of Parking Lot Lease with Burlington Northern- Approved

Committee Chair Johnson explained that the City planned to pay month to month to enable the Parking Commission time to figure out a plan regarding this lot. Burlington Northern (BNSF) contacted the City to receive payment pursuant to the lease agreement of one annual payment. The commission will have until March 2022 to figure out a plan for parking regarding this lot.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO PAY THE REMAINING BALANCE OF \$11,881 FOR THE APRIL 2021-MARCH 2022 RENEWAL PERIOD BEFORE THE NEXT COUNCIL MEETING.

Nuisance Payable for Pay Year 2021 at 513 8th Street, Brainerd

Committee Chair Johnson stated that this is a new property owner. There was an error when the assessment search was completed. The owner has resolved the nuisance from the prior property owner.

Finance Director Hillman stated outstanding nuisances from pay years 2016-2020 were paid at the time of closing. The sale was not recorded at the county when the pay year 2021 assessment notices were sent out, and the previous owner was receiving the notices. Therefore, the new owner was not able to contest or dispute the assessments that were put on the tax roles for pay year 2021. All the assessments were prior to the new owner purchasing the property.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO AUTHORIZE STAFF TO REFUND THE 2021 NUISANCE PAYABLE IN THE AMOUNT OF \$866.36 TO THE PROPERTY OWNER OF PID 41240998 WITH THE ADDRESS OF 513 SOUTH 8TH STREET, BRAINERD.

Update Regarding American Rescue Plan Act- Informational

Committee Chair Johnson stated that the City will be receiving funds through the American Rescue Plan Act, but it is still unclear how much and what the funds will be used for. Staff is monitoring guidance from the state and federal government and will keep the Council up to date.

Safety and Public Works

Event/Street Closure Application- 4th of July Celebration- Approved

Committee Chair O'Day stated that the Celebration is back to its regular route, with staging at Central Lakes College (CLC), the fireworks will be seen at the lower site of the high school. The hill and other areas used to view the fireworks will not be accessible due to construction.

Mayor Badeaux through his work with Brainerd Community Action stated that the Parade will be a 6:00 p.m., with fireworks to follow at 10:15 and can be viewed from the Grandstands of the High School rather than the hill.

MOVED AND SECONDED BY ALDERMEN O'DAY AND PRITSCHET, DULY CARRIED, TO APPROVE THE EVENT/STREET CLOSURE APPLICATION UNDER THE CONDITIONS THE APPLICANT REMOVE ANY BANNERS AND SIGNS AFTER THE EVENT AND THAT THE APPLICANT ENSURES TO COORDINATE THE ACTIVITIES FOR THE DAY REGARDING TRAFFIC CONTROL, ETC. WITH THE POLICE DEPARTMENT.

Request to Approve Change Order for Improvement 19-01-NW 4th Street- Approved

City Engineer Sandy stated that the change order was to revise MH 1 to be a 96" diameter structure. Add MH 15, a 72" diameter manhole to make connection to existing storm sewer and realign proposed storm sewer to avoid impacting an existing water valve and an associated watermain shutdown. Action will adjust multiple watermain items with some no longer needed.

MOVED AND SECONDED BY ALDERMEN O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE THE CHANGE ORDER IN THE AMOUNT OF \$17,748 FOR IMPROVEMENT 19-01-NW 4TH STREET RECONSTRUCTION PROJECT.

MnDOT Land Purchase for 2023 Trunk Highway 25 Railroad Bridge- Adopted by Resolution 33:21

Committee Chair O'Day stated that this sale is basically an easement to enable MNDOT to use a piece of land that the City does not.

MOVED AND SECONDED BY ALDERMEN O'DAY AND PRITSCHET TO ADOPT RESOLUTION 33:21 THAT APPROVES THE SALE OF PARCEL 305 AND THE TWO TEMPORARY CONSTRUCTION EASEMENTS TO THE STATE OF MINNESOTA FOR \$4,000 AND AS IDENTIFIED. AS WELL AS DEPOSITING THESE FUNDS INTO FUND 401 TO OFFSET ANY POTENTIAL COST SHARES ASSOCIATED WITH THE BRIDGE REPLACEMENT PROJECT AND ATTACHED TRAIL PROJECT SLATED FOR 2025.

Resolution 33:21

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

Request to Approve Testing Services Contract for Improvements 20-05 and 20-06-Madison Street and SE Brainerd Construction Project- Approved

Committee Chair O'Day stated that this was the lowest bid.

Member Johnson asked about the significant difference between Independent Testing Technologies bid and the bid of Braun Intertec bid of \$23,000 who we have used recently.

City Engineer Sandy explained local improvements have less requirements for testing and take less time than those for State Aid projects that Braun typically handles for the City. Therefore, for local improvements we try to get the best deal possible.

MOVED AND SECONDED BY ALDERMEN O'DAY AND ERICKSON, DULY CARRIED, TO AUTHORIZE THE TESTING SERVICES CONTRACT WITH INDEPENDENT TESTING TECHNOLOGIES IN THE AMOUNT OF \$8,550.

Request to Review South 6th Street Aesthetics Policy for 2022- Approved

Committee Chair O'Day discussed the aesthetics that will be used on South 6th Street should tie into the aesthetics of College Drive. There will be retaining walls between Joseph and Ronald Street, and the opposite boulevard will also have colored concrete so that it does not have to be mowed due to slope.

MOVED AND SECONDED BY O'DAY AND PRITSCHET, DULY CARRIED, TO TIE INTO AESTHETICS FROM COLLEGE DRIVE FOR THE SOUTH 6TH STREET PROJECT OF 2022.

Appeal- 1518 Quince Nuisance Abatement- Resolved

Committee Chair O'Day stated that the committee had discussion with Ms. Strand with Attorney Langel present. The abatement has resolved itself with the removal of dogs by the owner.

Member Johnson inquired the action if more dogs became present on the property again.

Member Pritschet responded to Member Johnson that the abatement would start again, and the City could get a warrant to confirm and remove the dogs.

No action required. Resolved.

New Business

First Reading- Proposed Ordinance 1516- Ordinance Amending the Brainerd City Charter, and dispense with the Actual Reading of the Ordinance- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO HOLD THE FIRST READING AND DISPENSE WITH THE ACTUAL READING OF THE PROPOSED ORDINANCE NO. 1516; AN ORDINANCE AMENDING THE BRAINERD CITY CHARTER AS PRESENTED.

First Reading- Proposed Ordinance 1517- Ordinance Amending Section 515-66 Zoning Code Transient Food Unit Overlay District, and dispense with the Actual Reading of the Ordinance- Approved

Member Johnson asked to have the changes summarized.

Member Erickson explained changes to the zoning code for transient food units would include less restrictive and uniform times 7:00 a.m. to 11:00 p.m., removing 300' proximity to other restaurants restraint.

Community Development Director Chanski also added that the trucks would not be restricted from commercial and industrial districts except for B-1 districts. It is still required that the trucks be on private property with owner's consent.

MOVED AND SECONDED BY ALDERMEN ERICKSON AND PRITSCHET, DULY CARRIED, TO HOLD THE FIRST READING AND DISPENSE WITH THE ACTUAL READING OF THE PROPOSED ORDINANCE NO. 1517; AN ORDINANCE TO AMEND THE CITY ZONING CO 515-66: TRANSIENT FOOD UNIT OVERLAY DISTRICT.

Rezoning and Planned Unit Development- Country Manor

First Reading of Proposed Ordinance 1518- Ordinance Amending Ordinance 812 Pertaining to the zoning in the City of Brainerd, and Dispense with the Actual Reading of the Ordinance- Approved

Community Development Director Chanski provided an introduction of the Foundation for Health Care Continuums- Country Manor. The organization has submitted application for rezoning and Planned Unit Development (PUD). The applicant requests rezoning three parcels along Beaver Dam Road from Rural- Agricultural (R-A) to a PUD. He also explained the process for development that Country Manor will follow.

The Chair recognized Brian Kelm, 520 1st St NW, Sartell, CEO of Country Manor. He talked about the success of Country Manor in St. Joseph and Sartell, MN. He also shared the vision for Country Manor for the Brainerd campus is to provide superior health care and quality of life to residents.

Member Erickson provided commentary from the Planning and Zoning public meeting. The concerns from residents regarding the development had to do with the proximity to residential homes and traffic on residential streets in North town. All concerns seemed to be resolved from attending the meeting and the response to the development seemed to be

positive.

Engineer Sandy commented on the safety concerns on Beaver Dam Road and explained that Country Manor has been working closely with the County and City to avoid congestion and hazards. A left turn lane will need to be installed into the facility funded by the County and Country Manor.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND O'DAY, DULY CARRIED, TO HOLD THE FIRST READING AND DISPENSE WITH THE ACTUAL READING OF THE PROPOSED ORDINANCE NO. 1518; AN ORDINANCE TO AMEND ORDINANCE 812 PERTAINING TO THE ZONING IN THE CITY OF BRAINERD.

Approve the Development Stage Plan for Country Manor, Conditional on the Rezoning of the Property and the Use of the City's Residential Lighting Standards Throughout the Development as Outlined in Section 515-18 of the City Code- Approved

Member Johnson thanked the representatives from Country Manor for developing here in Brainerd.

Member Stenglein thanked the representatives from Country Manor for including a daycare center in the plans as childcare is a challenge for the area.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE DEVELOPMENT STAGE PLAN FOR COUNTRY MANOR, CONDITIONAL ON THE REZONING OF THE PROPERTY AND THE USE OF THE CITY'S RESIDENTIAL LIGHTING STANDARDS THROUGHOUT THE DEVELOPMENT AS OUTLINED IN SECTION 515-18 OF THE CITY CODE.

Final Plat- Lot 1, Block 1 Myrha Addition to Brainerd Oaks- Approved

Member Johnson expressed his opposition due to the development's agreement and the fragility of the development.

Member O'Day expressed that all developments and neighborhoods like these should have park space.

Interim Public Works Director Sandy provided comment about the Park Board's focus stated previously at the Council meeting. The Park Board will not be pursuing a park at this time.

Member Erickson expressed his support citing the Park board focus and the size of the lot to be developed.

MOVED AND SECONDED BY ALDERMEN ERICKSON AND PRITSCHET, TO APPROVE THE FINAL PLAT FOR LOT 1, BLOCK 1 MYRHA ADDITION TO BRAINERD OAKS.

Council Members Erickson, Stunek, Pritschet, Johnson, Stenglein, and Bevans voted “aye.” Council Members O’Day and Johnson voted “nay.” The Chair declared the motion carried.

Discussion on the Regulation of Sober Homes- Approved

Community Development Director Chanski spoke of concerns that citizens from the Tyrol Hills neighborhood have expressed to the Community Development Department, members of the City Council, and the Planning Commission. Concerns coming out of the May 19th Planning Commission meeting were based on parking, proximity, density, and how to regulate sober homes. He also gave background about previous actions by the Council pertaining sober homes.

Council President Bevans asked what the City can regulate- the proximity to another home, and the density of each of these homes.

City Attorney Langel stated that yes, the City can regulate proximity. This was done in St. Paul, there is a lot of documentation on their study to examine. Density goes back to building code, based on square footage of the domain.

Council discussion was held.

The Chair of the Planning Commission, Michael Duval, 468 Tyrol, explained that one of the things that the Commission struggled with were legal in nature. Access to legal counsel and looking at St. Paul’s Ordinance would be helpful. The Commission will need continued access to counsel and research to continue to resolve the questions of the public and Council.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO SEND THE ISSUE BACK TO PLANNING COMMISSION AND DIRECT CITY ATTORNEY WORK WITH THE COMMISSION TO IDENTIFY WHAT IT IS THAT THE CITY CAN REGULATE ON SOBER HOMES.

Discussion Ad Hoc Committees- Informational

City Administrator Bergman informed the Council on the background of the history of and the City’s current ad hoc committees. She asked the Council for feedback and input on current and future ad hoc committees before the next Council meeting.

Council President Bevans asked Council members to provide their comments and feedback to Administrator Bergman and to bring back a policy to the June 21st Council Meeting.

Unfinished Business

Call for Applicants – Informational:

(Application Information at www.ci.brainerd.mn.us/boards/)

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

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

Charter Commission – 1 term (Expire 2022)
Park Board – 1 term (Expire 2024)
Rental Dwelling License Board of Appeals – 3 terms (Expire 2022)
Transportation Advisory Committee (TAC) – 1 term (Expire 2022)

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

Economic Development Authority (EDA) – 1 term (Expire 2021) – 1 term (Expire 2026)

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

Police & Fire Civil Service Commission – 1 term (Expire 2023)

Ad Hoc Committees – Applicants Needed

Water Tower Fundraising Committee – Two positions available

Public Forum

Public Forum was opened at 8:43 p.m.

James Millard, 1606 S 7th Street, stated that he does not like the Ordinance referring to signage as the Ordinance does not monitor content. This allows for hate speech and creates a negative attitude. The City should have more control to monitor when the content is visible to the public.

Public Forum was closed at 8:50 p.m.

Staff Reports

City Administrator Bergman stated that the “Here for Good” Market’s first night is on June 8th from 3-7. Sesquicentennial banners have still not arrived, but BPU is ready to install them. Staff is reviewing the Employee Policy Manual, anticipate a draft on the agenda soon. LELS Labor Union is ready to start union negotiations on August 4th.

City Engineer/ Interim Public Works Director Sandy, talked about the positive feedback from the public about the flags on the water tower. The crosswalks have started to be painted with the water towers. The round on Northwest 4th Street should open on Thursday, the project has gone very well. Phase two of the project starts this week. Southeast Brainerd construction projects are also on track. College drive round abouts were mulched last week as well.

Community Development Director Chanski informed the Council of the Parking Commission Town Hall on Tuesday, June 8th at 7 p.m. to discuss parking issues.

Mayors Report

Mayor Badeaux stated that Parks and Recreation activities are underway, the connection with Community Education and the YMCA seems to be going well. There are some growing pains to work through, and these will be addressed after the season. The Memorial Day Ceremony was fantastic, thanks were given to Jan Lambert and Bill Satre for their work on that. Arts in the Park is June 27th, spots are still available. The 4th of July Parade is looking for floats, anyone who is interested should contact Brainerd Community Action.

Council Member Reports

Member Stunek shared his involvement in the Memorial Day Ceremony, he helped serve 300 people hamburgers and hot dogs with the Legion.

Member Johnson thanked Public Works for being proactive with College Drive. He stated that he also dislikes the sign ordinance. Finally, invited the public to check out the public auction site for the Mule.

Member Erickson talked about the Arboretum Board, membership is up, staff is working on applying for grants, and they are pursuing bids for a new sign. Also mentioned that the May Transportation Advisory Committee meeting was cancelled, there will be a new date in June.

Member Pritschet thanked the Police Department for their work with the Corpus Christi march. The Library has four State Park passes that you can check out for a week at a time to use.

Member O'Day discussed that Charter commission has a meeting on June 9th and he is excited for the work that the EDA is planning with trackable goals.

President Bevans wanted to take a moment in this time after Memorial Day to remember past public servants that did amazing work for the citizens of Brainerd: Jeff Hulsether, Bob Olson, Bonnie Cumberland, and James Wallin.

Adjourn

MOVED AND SECONDED BY ALDERMEN STUNEK AND JOHNSON, DULY CARRIED, TO ADJOURN THE MEETING.

The Chair adjourned the meeting at 9:48 p.m.

Jennifer Bergman
City Administrator

Contractor List

06/17/2021

Contractor Name	Address	Local License #	Licensee Type
BEAR COMMUNICATIONS LLC BRETT NILES	725 N 2ND ST SUITE M (785) 856 3333	2021-0020	Excavator
COMMERCIAL PLUMBING AND HEATING INC ALISSA ANTON	24428 GREENWAY AVE (651) 464-2988	2021-0061	Mechanical
FERRARA'S HEATING, A/C AND REFRIGERATION INC JOE FERRARA	42369 DAISY ST (218) 927 4062	2021-0062	Mechanical
G4 CONSTRUCTION MANAGEMENT, LLC DAVID L GREISCHAR	12903 PIONEER TRL (952) 955-7775	2021-0006	General Commerical
MIKE'S MILLER'S ROOFING & SIDING CO MICHAEL MILLER	24240 IRON HUB RD (218) 825-0300	2021-0003	Roofing

Totals: 5

Population: All Records
Licensee.LocalLicenseNumber Starts With 2 AND
Licensee.DateRegistered Between 6/2/2021 12:00:00 AM AND 6/17/2021 12:00:00 AM



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BESTUL'S BOOYAH AWARD

Congratulations to Sandy Anderson, the winner of the May 2021 BOOYAH Award.

Chief Bestul requested a tracking system for body armor purchases. Sandy readily agreed to do this, creating a spreadsheet of all body armor vest purchases, linking each purchase to a copy of the original invoice.

This allows the chief to see at a glance which vests need to be replaced and keeps information needed to complete the Body Vest Program grant paperwork readily available.

While case load was low, Sandy also took the initiative to audit parking tickets and collections -- something we have not been able to get to for quite some time.

BOOYAH!



STAFFING & ASSIGNMENTS



CSOs Andrew Thielke & Nick Karsnia

The Brainerd Police Department welcomed two new Community Service Officers (CSO) during the month of May.

CSO Nick Karsnia joined the Brainerd Police Department as an intern on May 10th. Nick, a graduate of the Brainerd High School, is currently attending the University of Minnesota Duluth studying criminology, with the anticipation of becoming a peace officer.

CSO Andrew Thielke joined the Brainerd Police Department on May 24th. Andrew is a recent graduate of the Brainerd High School and will begin the criminal justice program at Bemidji State University in the fall with aspirations of becoming a peace officer.

TRAINING & STAFF DEVELOPMENT

Sgt. Davis and Officers Host, Judd, and Middleton attended a one day “Report Writing for Law Enforcement” training session presented by the STORM Training Group. The course is designed specifically for law enforcement professionals, covering report writing from the perspective of the officer, the supervisor, and the public occupying the jury box. Topics covered included use of force, report construction, information gathering, and the positive and negative outcomes of a well written vs. poorly written report.

Investigator Runde attended the two day “Exploring the Sexual Offender & Violent Offender (domestic abuser)” training at the Crow Wing County Sheriff’s Office. Participants developed a more thorough understanding of the sexual offender and violent offender, examining the offender’s personality traits and behavior, offender typologies, interview strategies, special populations such as psychopath and sadistic offender, and the role of pornography in any type of violent behavior. Online sexual predators and child pornography users were also discussed.

Officer Jay Personius attended a 40-hour FTO Basic Certification School, which is designed to develop the basic skills to become a field training officer. State certification requirements to serve as an FTO with Probationary Police personnel focus upon the utilization of the Big Twelve Instructional and Coaching Tools, preparing a proactive problem-oriented and self-reliant Police Officer, and specific, objective, legally-anchored documentation of Probationer performance.

Sgt. Dooley attended the Less Lethal Impact Munitions Instructor Program, covering less lethal impact munitions weapons and munitions; tactical consideration in the use of impact munitions in crowd control, dynamic-entry, hostage-rescue, and barricaded-subject situations; physiological/psychological effects liability consideration, policy and procedures; and blunt trauma/ballistics and energy instructor development to establish in-house/in-service training and documentation skills.



The Brainerd Police Department conducted annual in-house Minnesota Board of Peace Officer Standards and Training (POST) mandated training on defensive tactics, to include weapons qualifications.



COMMUNITY OUTREACH

Lt. Kulzer routinely attends the Officer Initiated Care Coordination (OICC) Project, partnering with Crow Wing County Adult Services to help identify adults in our community who meet criteria and are willing to be screened for services.

A local adult group home collaborated with the Brainerd Police Department and Safe Harbor to present information on fraud, identity theft, and internet and personal safety practices for vulnerable adults.

On May 13, 2021, Officer Boggs led a group of five-year old children from the YMCA Daycare Center on an outside tour of the police department. The kids loved meeting K9 Keno and hearing the sirens on the squad car.



Plug your ears – here come the sirens!



Sgt. Dooley introduces K9 Keno.

Chief Bestul is working with Baxter Chief Exsted and Crosby Chief Rooney on a “Fishing with “Cops” event tentatively scheduled for August involving our diverse youth population. We are in the early planning stages of this event and will brief the council at a later date.

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address	Summary
21006706	05/18/21	Conduct on Premises	307 N 8th St	COP.
21006764	05/19/21	Conduct on Premises	2315 Hillcrest Dr	Conduct on Premises. Letter sent on 06/02/2021. Officer spoke with owner on 6/8/21. Letter received and no questions.
21007004	05/23/21	Conduct on Premises	1401 Pine St	COP.

BODY WORN CAMERA DATA REPORT

Month	Number of Videos	Hours of Video	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos per Day
May	2260	503	878	398	13.35 Minutes	73

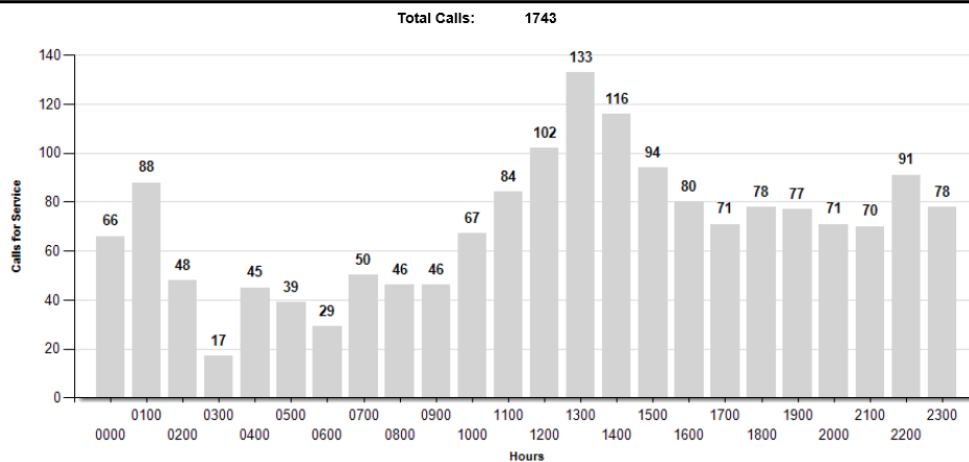
OVERALL CALLS FOR SERVICE

May	2021	2020
Number of Calls for Service	1686	1087



Calls for Service Hourly

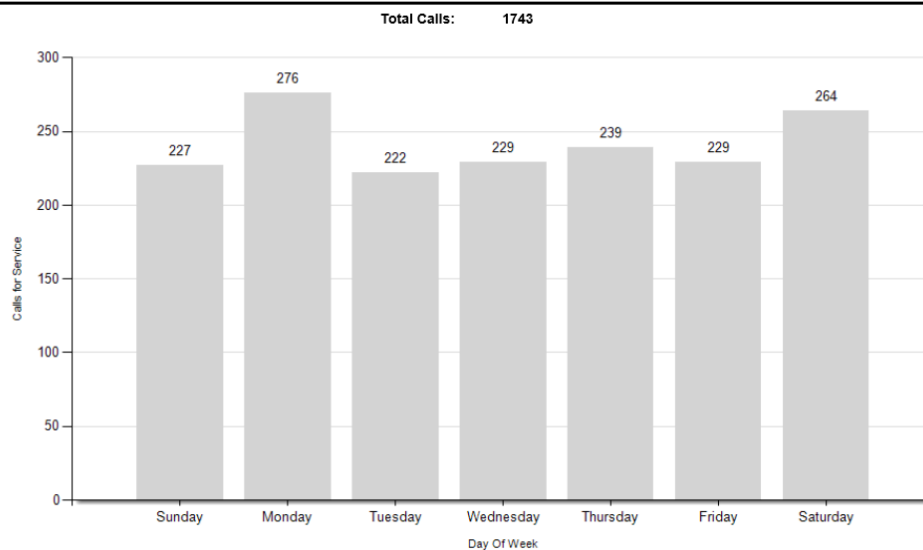
5/1/2021 to 5/31/2021



Calls for Service Day Of Week

Start Date: 5/1/2021

End Date: 5/31/2021



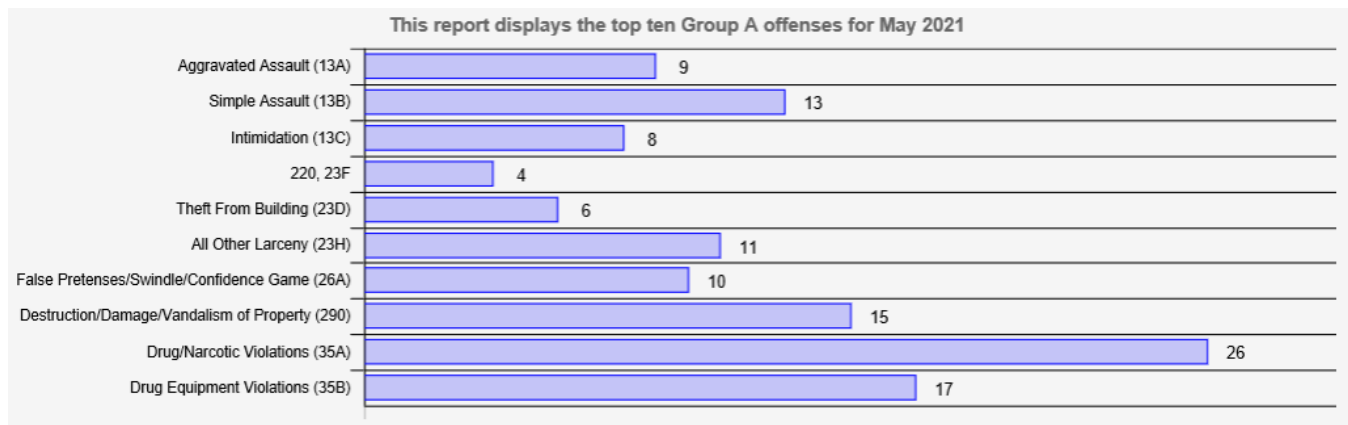
CRIME STATISTICS

May	2021	2020
Group A Offenses Known or Reported to Police	655	560
Group A and B Arrests	306	299

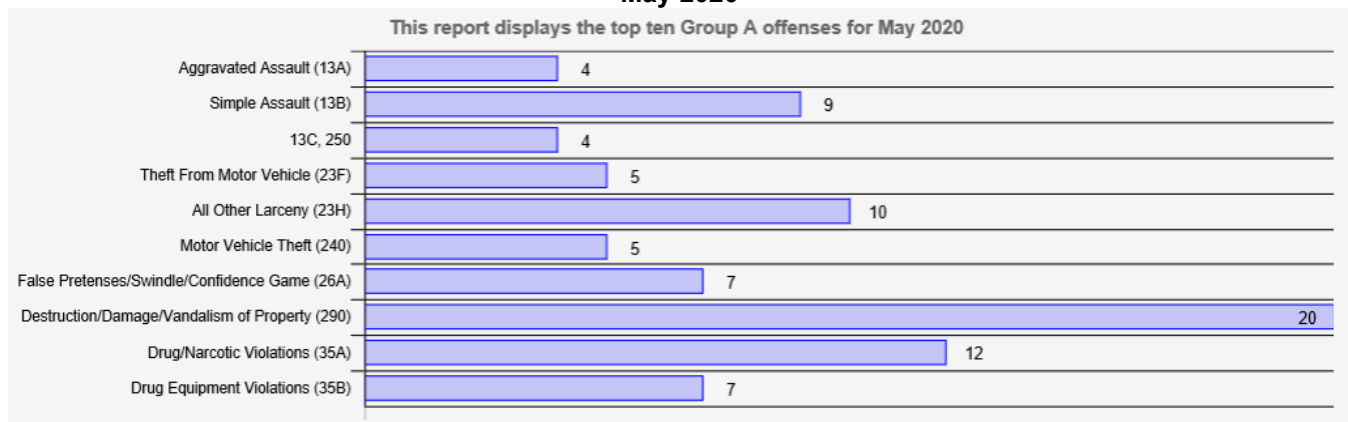
**** Note: 2021 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

May 2021



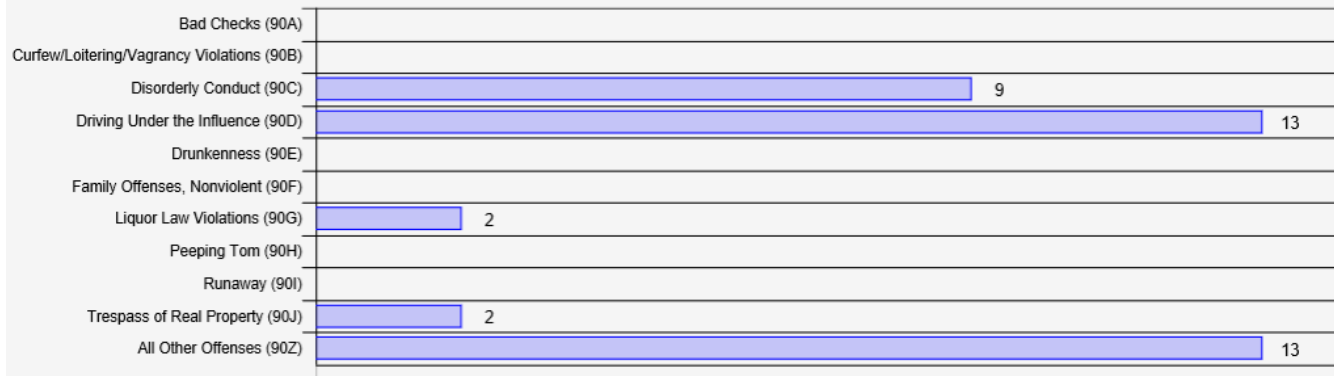
May 2020



GROUP B ARREST DATA

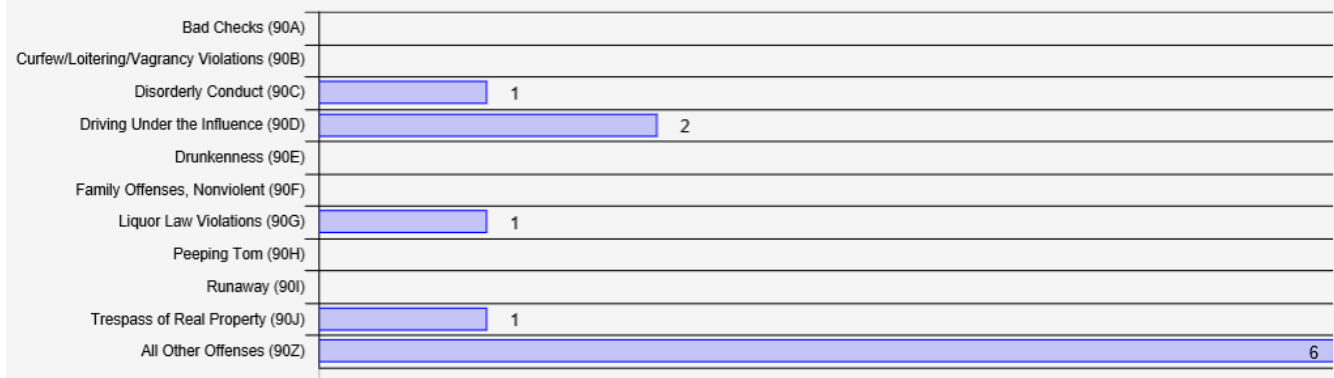
May 2021

This report displays all Group B arrests for May 2021



May 2020

This report displays all Group B arrests for May 2020



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

May	2021	2020
Citations (Inc. Parking Tickets & Written Warnings)	265	95

53 parking tickets issued in the month of May, with the following dispositions.

5	Dismissed
0	Business Validations
32	Paid in Full
1	Partial Payments Received
15	No Payment Received

Revenue Recapture Receipts:

2020 Total:	\$8,304.50
2021 To Date:	\$5,516.82



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Authorize Hiring of 2021 Temporary Employees

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Kris Schubert	Department: Human Resources
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: n/a - consent calendar item
Summary of Issue: Attached is a listing of 2021 temporary/seasonal employees that received a conditional job offer and successfully completed their background checks since the last Council meeting. Pursuant to MN Statute, seasonal assignments are limited to 67 working days per calendar year or 100 working days per calendar year if the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.	
Alternatives, Options, Effects on Others/Comments: Trystan Richardt was originally hired as a temporary Parks Tournament Maintenance worker. Since that position has limited hours and is only scheduled for certain weekends, Staff inquired if he would consider also working as a Street Laborer-Paint Crew employee during the week since we were unable to fill that temporary position. Trystan agreed and will be paid \$14 per hour for both his Street and Parks Department positions.	
Recommended Action/Motion: n/a - consent calendar.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The wages for these positions are included in the City's 2021 budget or will be assessed. The budgeted wage is included on the attached spreadsheet.	

2021 Interns/Temporary Employee List						
			Date of Hire	Hourly Rate	Budgeted Wage	Eligible for Sourcewell Funding
1	Trystan Richardt	Park Tournament Worker	6/10/2021	\$ 14.00	\$ -	No - Internships already filled
2	Trystan Richardt	Street Dept Paint Crew	6/14/2021	\$ 14.00	\$ 14.00	No - Internships already filled
Submitted for consideration at the June 21, 2021 Council Meeting						



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City of Brainerd

2020 Audit Results
Brainerd City Council
June 21, 2021

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Auditor Discussion Agenda Items

- Brainerd Public Utilities Audit Results
- Brainerd Public Utilities Financial Results
- City's Required Communication to Governance
- City's Audit Results
- City's Financial Results
- Other Discussions, Insights, Observations

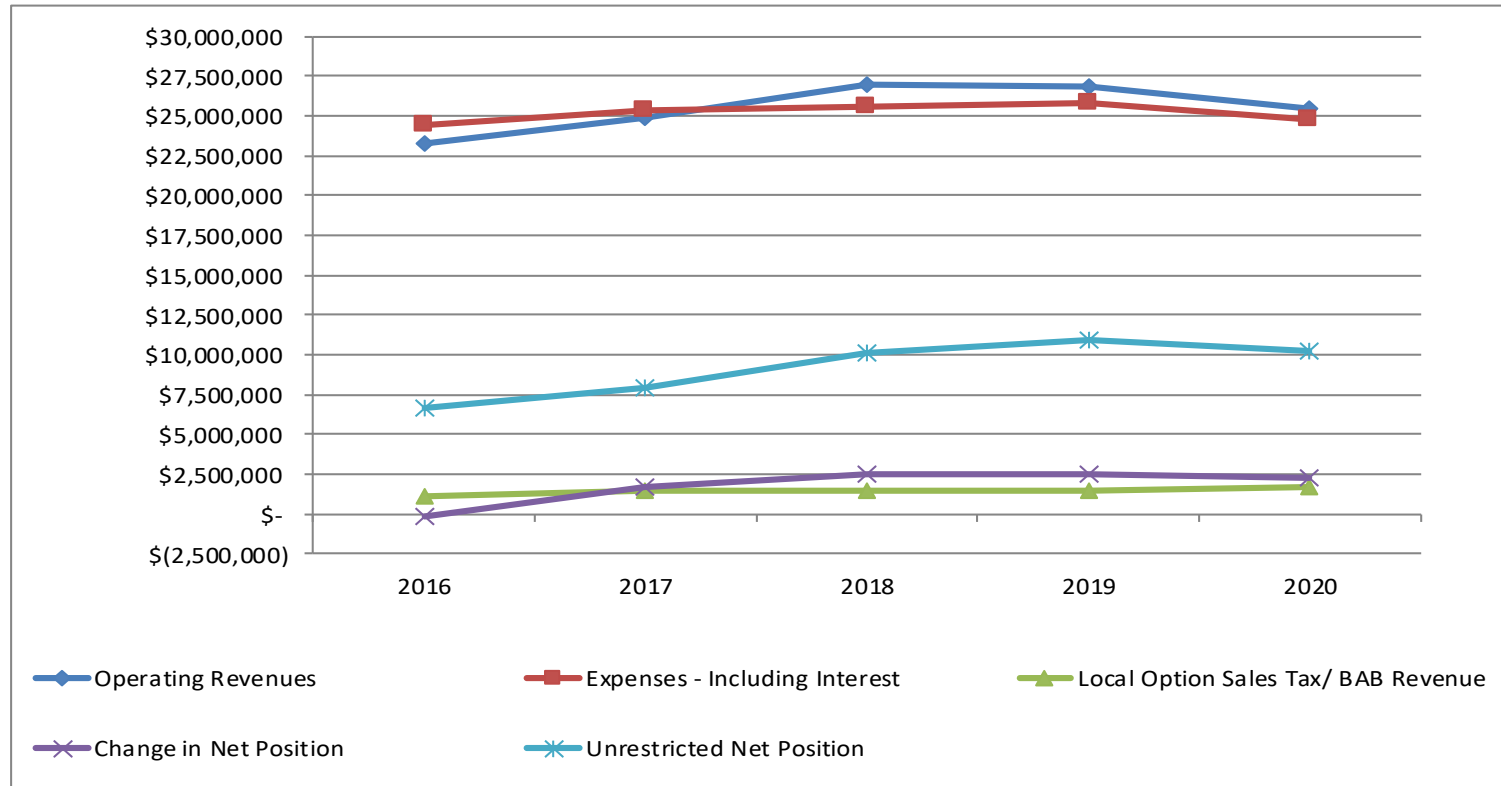


Brainerd Public Utilities Audit Results

- Clean Opinion on Financial Statements
- Internal Control – No findings noted
- Minnesota Legal Compliance – No findings noted



Brainerd Public Utilities Financial Results



	2016	2017	2018	2019	2020
Operating Revenues	\$ 23,236,692	\$ 24,897,715	\$ 26,952,226	\$ 26,832,882	\$ 25,477,611
Expenses - Including Interest	24,445,308	25,364,003	25,609,849	25,839,753	24,784,883
Local Option Sales Tax/ BAB Revenue	1,116,339	1,438,017	1,452,725	1,517,902	1,664,160
Change in Net Position	(119,548)	1,730,702	2,541,368	2,545,831	2,281,127
Unrestricted Net Position	6,612,392	7,913,981	10,145,014	10,901,077	10,252,252



Brainerd Public Utilities Audit Results

- Cash decreased slightly
- Revenues decreased due to a decrease in usage
- BPU had a positive cash flow from operations

	TOTALS	
	2020	2019
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES		
CAPITAL ASSETS		
Construction in Progress	\$ 1,324,900	\$ 627,066
In Service	112,325,623	108,809,369
Total Investment in Capital Assets	113,650,523	109,436,435
Less: Accumulated Depreciation	(49,166,722)	(45,147,688)
Net Capital Assets	64,483,801	64,288,747
RESTRICTED ASSETS		
Cash and Investments		
Customer Deposits	329,882	333,281
City of Brainerd Contribution	824,060	653,511
Conservation Incentive Program	129,574	187,391
Debt Service Reserve	4,232,207	4,232,282
Total Restricted Cash and Investments	5,515,723	5,406,465
Bonds and Notes Receivable	4,306,667	4,772,000
Notes Receivable - Interest	49,600	56,200
Total Restricted Assets	9,871,990	10,234,665
CURRENT ASSETS		
Cash and Investments	10,674,604	10,908,413
Accounts Receivable	3,122,297	3,405,626
Interest Receivable	26,140	37,033
Due from the City of Brainerd	938,356	975,282
Inventory	1,292,745	1,122,541
Prepaid Expenses	132,491	168,379
Total Current Assets	16,186,633	16,617,274
OTHER ASSETS		
Service Territory Acquisitions, Net of Accumulated Depreciation	275,149	292,883
Total Assets	90,817,573	91,433,569
DEFERRED OUTFLOWS OF RESOURCES		
Pension Related	455,226	265,120
OPEB Related	183,323	34,174
Total Deferred Outflows of Resources	638,549	299,294
Total Assets and Deferred Outflows of Resources	\$ 91,456,122	\$ 91,732,863



Brainerd Public Utilities Audit Results

- Overall debt decreased primarily due to payment on all bonds and no new debt
- Two of the three departments reported positive change in net position; Water had a net loss of \$120,303

	TOTALS	
	2020	2019
NET POSITION, LIABILITIES AND DEFERRED INFLOWS OF RESOURCES		
NET POSITION		
Net Investment in Capital Assets	\$ 34,851,167	\$ 31,477,317
Restricted for Debt Service	7,154,837	7,598,735
Unrestricted	10,252,252	10,901,077
Total Net Position	52,258,256	49,977,129
LONG-TERM LIABILITIES		
Revenue Bonds Payable	15,483,789	17,288,982
G.O. Equipment Certificates of Indebtedness	141,162	289,804
G.O. Build America Bonds Payable	11,479,000	12,920,000
Capital Lease Payable	57,778	67,729
Compensated Absences	978,465	829,076
Net Pension Liability	3,441,391	2,935,780
Other Postemployment Benefit Obligation	472,778	339,439
Total Long-Term Liabilities	32,054,363	34,670,810
CURRENT LIABILITIES		
Accounts and Contracts Payable	1,726,938	1,592,717
Revenue Bonds Payable	1,718,400	1,619,800
G.O. Equipment Certificates of Indebtedness	142,237	140,367
G.O. Build America Bonds Payable	1,441,000	1,396,000
Capital Lease Payable	21,768	30,248
Other Postemployment Benefit Obligation	41,654	-
Accrued Expenses		
Salaries and Withholding Taxes	257,711	184,881
Sales Taxes	82,665	82,863
Current Liabilities from Restricted Assets:		
Bond Interest	260,650	291,015
Payable to City of Brainerd	824,060	653,511
Conservation Incentive Program Payable	129,574	187,391
Customer Deposits	329,882	333,281
Total Current Liabilities	6,976,539	6,512,074
Total Liabilities	39,030,902	41,182,884
DEFERRED INFLOWS OF RESOURCES		
Pension Related	160,605	565,218
OPEB Related	6,359	7,632
Total Deferred Outflows of Resources	166,964	572,850
Total Net Position, Liabilities and Deferred Inflows of Resources	\$ 91,456,122	\$ 91,732,863



Required Communication to City Council

- **Our Responsibility Under Generally Accepted Auditing Standards, *Government Auditing Standards*, and Uniform Grant Guidance**
 - Primary responsibility is to provide our opinion on the fairness of presentation of the financial statements
 - Reviewed internal accounting controls
 - Risk based audit approach
 - Based on internal controls, determined scopes and tests of transactions
 - Expressed opinion based on tests
 - Report internal controls and compliance – federal awards
- **Planned Scope and Timing of the Audit**
 - Communicated during the audit preliminary work and field work
- **Significant Accounting Policies**
 - Outlined in Note 1 to the financial statements
 - Unusual transactions – none noted
 - New Standards – none noted



Required Communication to City Council

- **Management Judgments and Accounting Estimates – Reasonable/Supported**
 - Useful lives of capital assets
 - Other postemployment benefits payable
 - Net pension liability and related deferred inflows/outflows of resources
- **Corrected and Uncorrected Adjustments**
 - None noted
- **Disclosures are Adequate, Clear and Complete**
- **Other Information in Documents Containing Audited Financial Statements**
 - Supplementary information – made inquiries and evaluated the content – opinion – management is responsible for this information and need to include our report if issued separately
 - Other information – reviewed for any errors – no opinion
- **Disagreements with Management**
 - There have been no disagreements with management about matters that could be significant to the financial statements
- **Management Representations**
 - We have requested certain representations from management included in the management representation letter



Required Communication to City Council

- **Consultations with Other Accountants**
 - There were no consultations with other independent accountants
- **Major Issues Discussed With Management Prior to Retention**
 - No issues, other than normal planning issues, were discussed prior to our retention as auditors
- **Difficulties Encountered in Performing the Audit**
 - Management was most cooperative and helpful
 - Personnel and records were available
- **Audits of Group Financial Statements**
 - No matters related to the group audit that we consider to be significant to the responsibilities of those charged with governance of the group
- **Limitations on the Group Audit**
 - There were no restrictions on our access to information of components or other limitations to the group audit



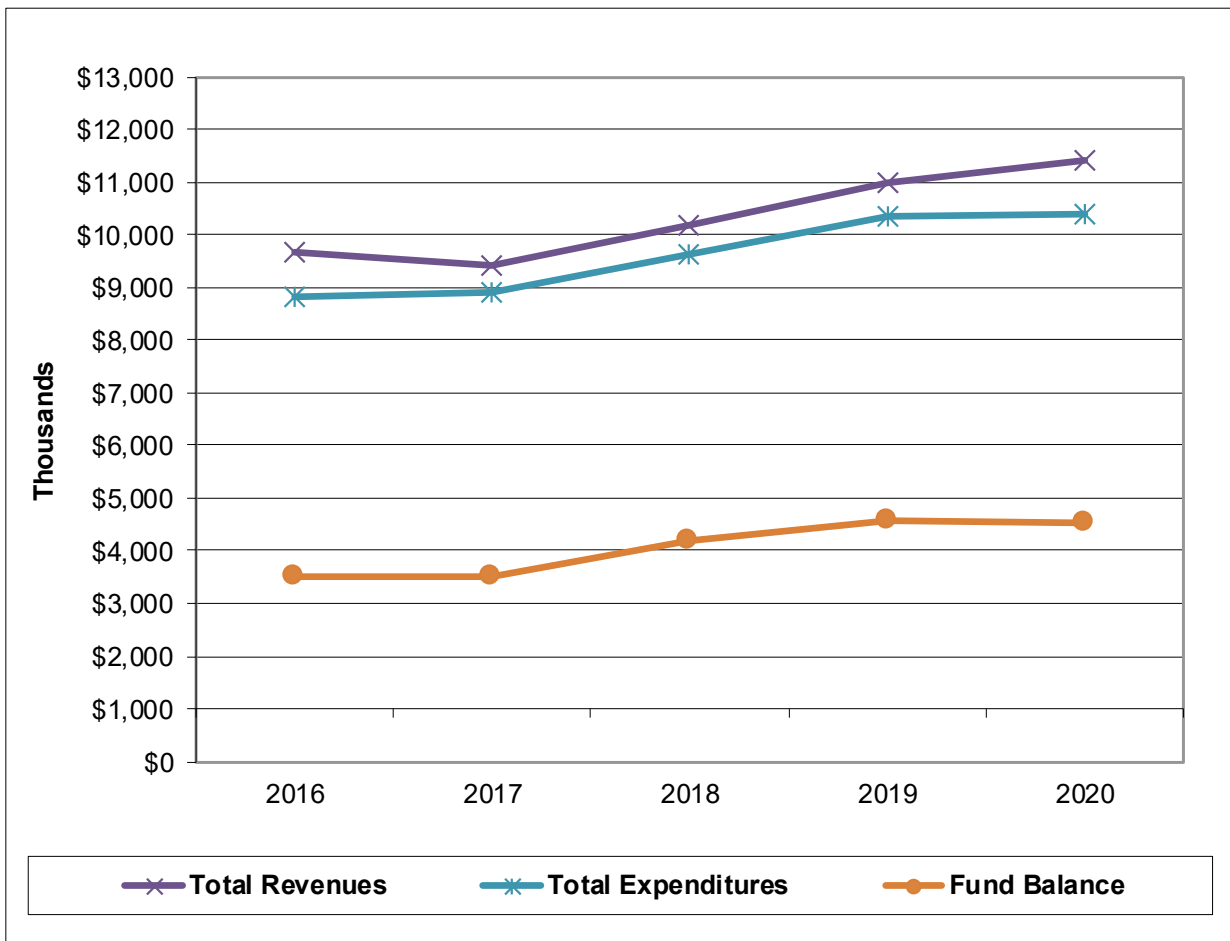
City's Audit Results

- **Unmodified Opinion (Clean)**
 - On the basic financial statement – concluded financial statements are fairly stated
- **Compliance and Internal Control Over Financial Reporting**
 - Tests did not disclose any instances of non-compliance that are required to be reported under *Government Auditing Standards*
 - No findings
- **Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance Required by the Uniform Guidance**
 - The City complied in all material respects with the federal compliance requirements that are applicable to its major federal program
 - ◇ Airport Improvement Project
- **Minnesota Legal Compliance**
 - Seven areas – One Finding
 - ◇ Electronic Fund Transfers Authority



City's Financial Results

General, Public Safety, Street, and Park & Rec Fund Balances

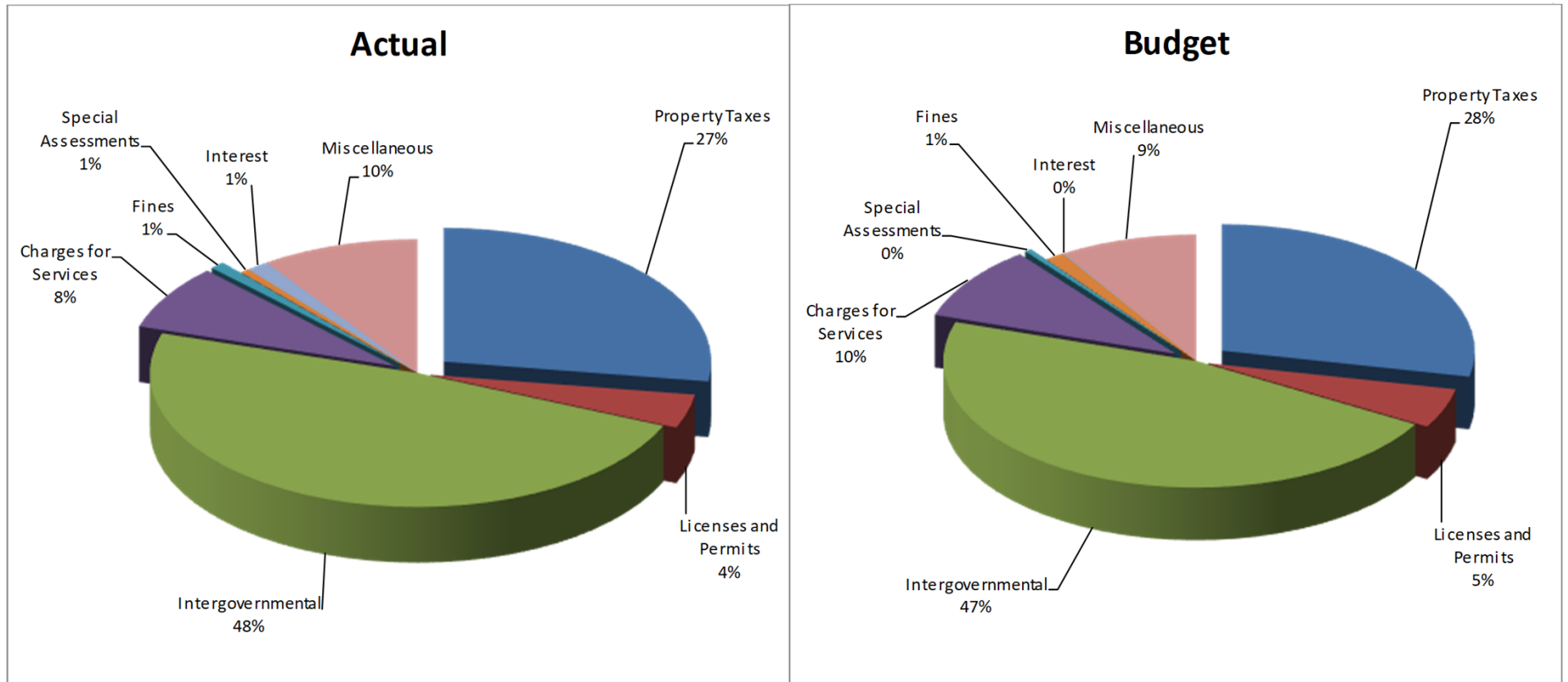


- Revenues higher than expenditures in the current year
- Fund Balance is approximately \$4,865,000, of which approximately \$4,461,000 is unassigned and can be used for operations
- Operating expenditures are approximately \$10,405,000
- Approximately 42% of the 2021 budgeted expenditures in Unassigned Fund Balance – meets goal/policy



City's Financial Results

General, Public Safety, Street, and Park & Rec Funds
Revenues

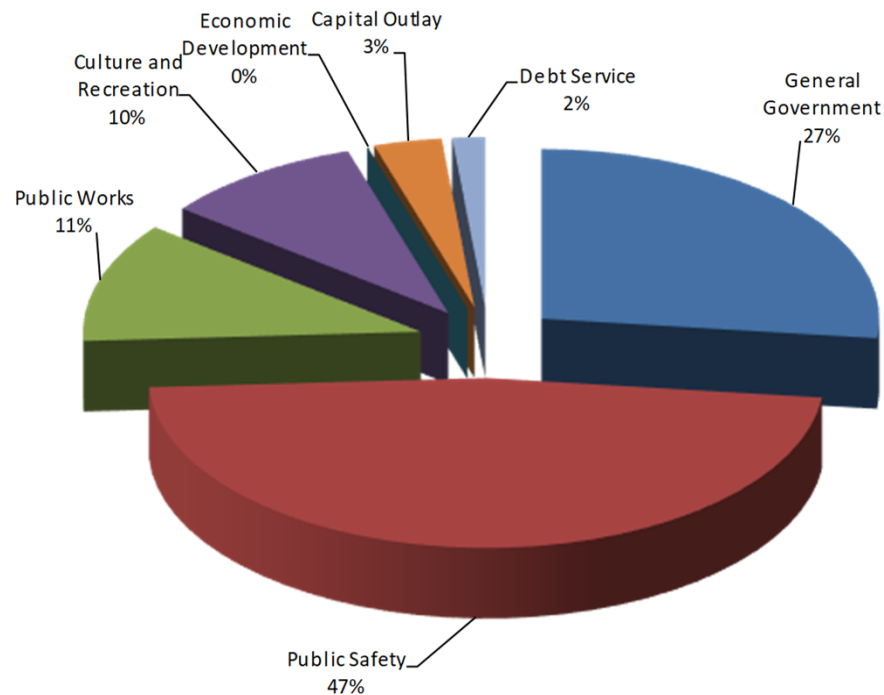


City's Financial Results

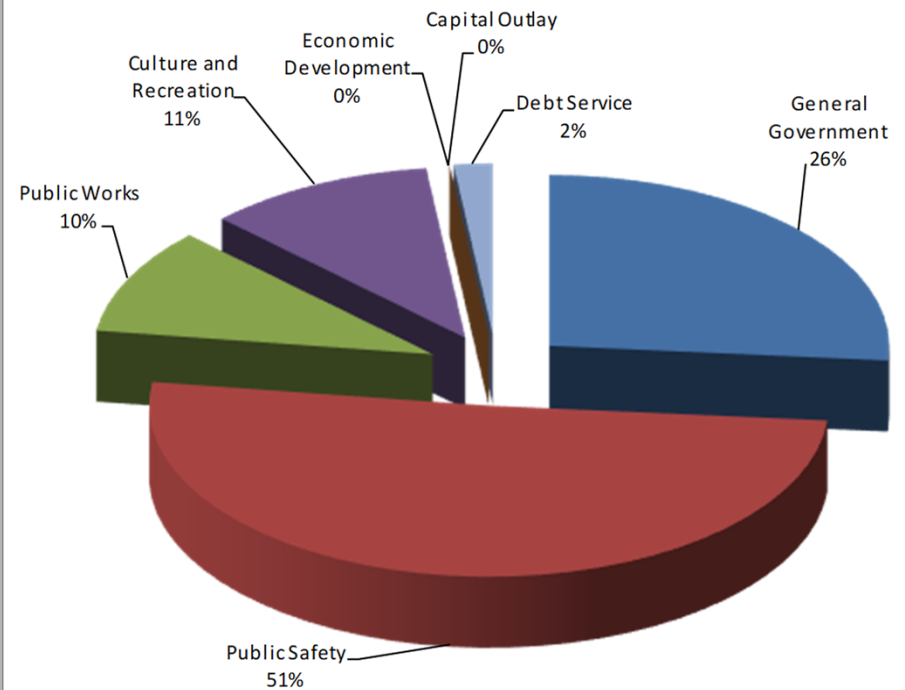
General, Public Safety, Street, and Park & Rec Funds Expenditures

ftonLarsonAllen LLP

Actual



Budget



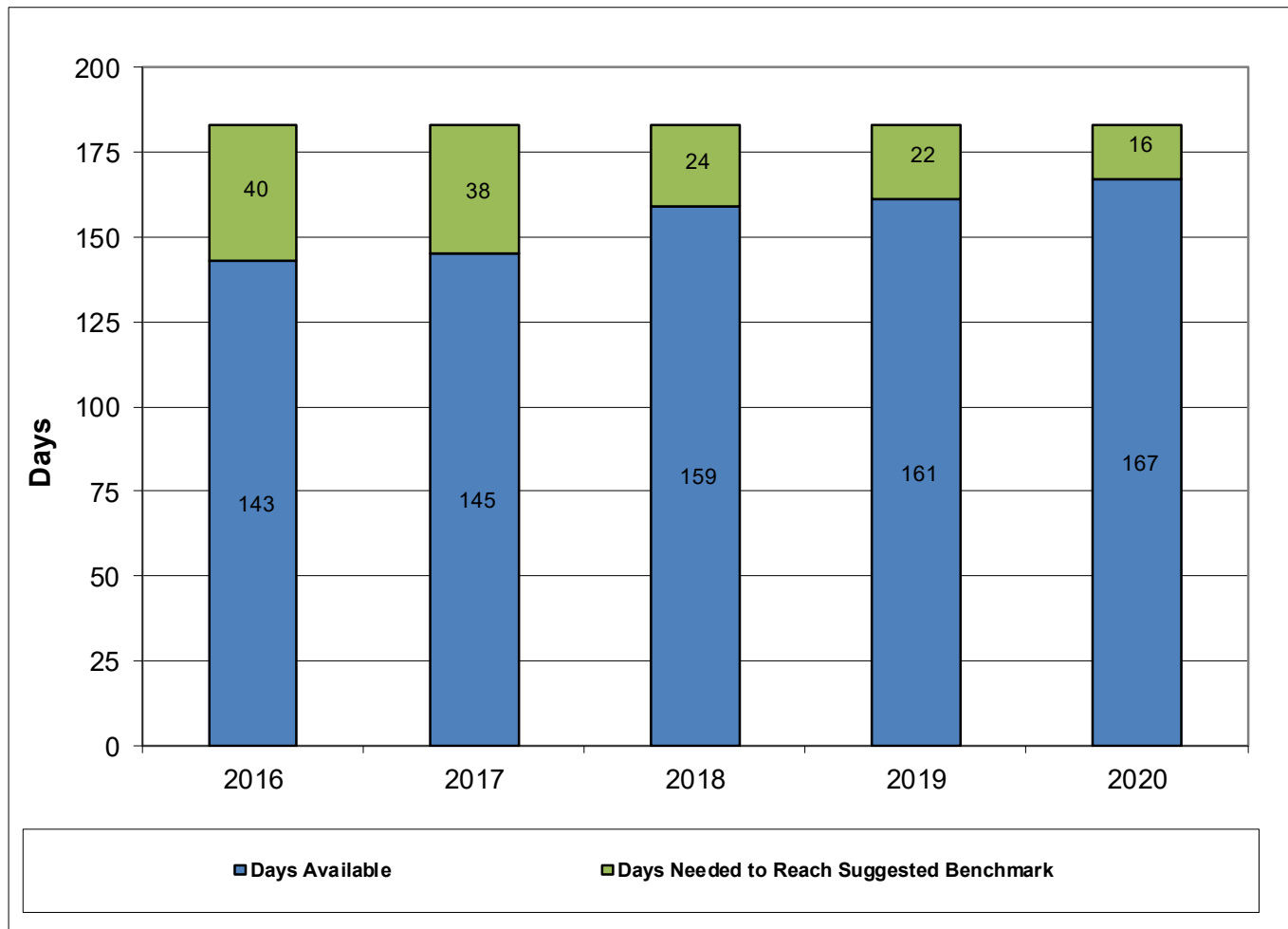
City's Financial Results

	Budget	Actual	Over (Under) Budget		Budget	Actual	Over (Under) Budget
General Fund				Street and Sewer Fund			
Revenue	\$ 2,917,673	\$ 4,010,984	\$ 1,093,311	Revenue	\$ 1,061,129	\$ 1,114,860	\$ 53,731
Expenditures	2,810,673	3,002,246	191,573	Expenditures	1,081,129	1,209,798	128,669
Transfers In	-	7,516	7,516	Transfers In	20,000	94,766	74,766
Transfers Out	20,000	771,823	(751,823)	Transfers Out	-	-	-
Other Financing Sources/(Uses)	(20,000)	689,508	(709,508)	Other Financing Sources/(Uses)	20,000	94,766	74,766
Change in Fund Balance	87,000	319,230	232,230	Change in Fund Balance	-	(172)	(172)
Public Safety Fund				Total Working Funds			
Revenue	5,786,890	5,264,854	(522,036)	Revenue	10,941,468	11,430,681	489,213
Expenditures	5,460,547	5,137,563	(322,984)	Expenditures	10,528,125	10,405,458	(122,667)
Transfers In	-	121,952	121,952	Transfers In	20,000	224,634	204,634
Transfers Out	326,343	412,955	(86,612)	Transfers Out	346,343	1,173,937	(827,594)
Other Financing Sources/(Uses)	(326,343)	155,680	(482,023)	Other Financing Sources/(Uses)	(326,343)	955,609	(1,281,952)
Change in Fund Balance	-	28,389	28,389	Change in Fund Balance	87,000	347,234	260,234
Park and Recreation Fund							
Revenue	1,175,776	1,039,983	(135,793)				
Expenditures	1,175,776	1,055,851	(119,925)				
Transfers In	-	400	400				
Transfers Out	-	(10,841)	(10,841)				
Other Financing Sources/(Uses)	-	15,655	15,655				
Change in Fund Balance	-	(213)	(213)				



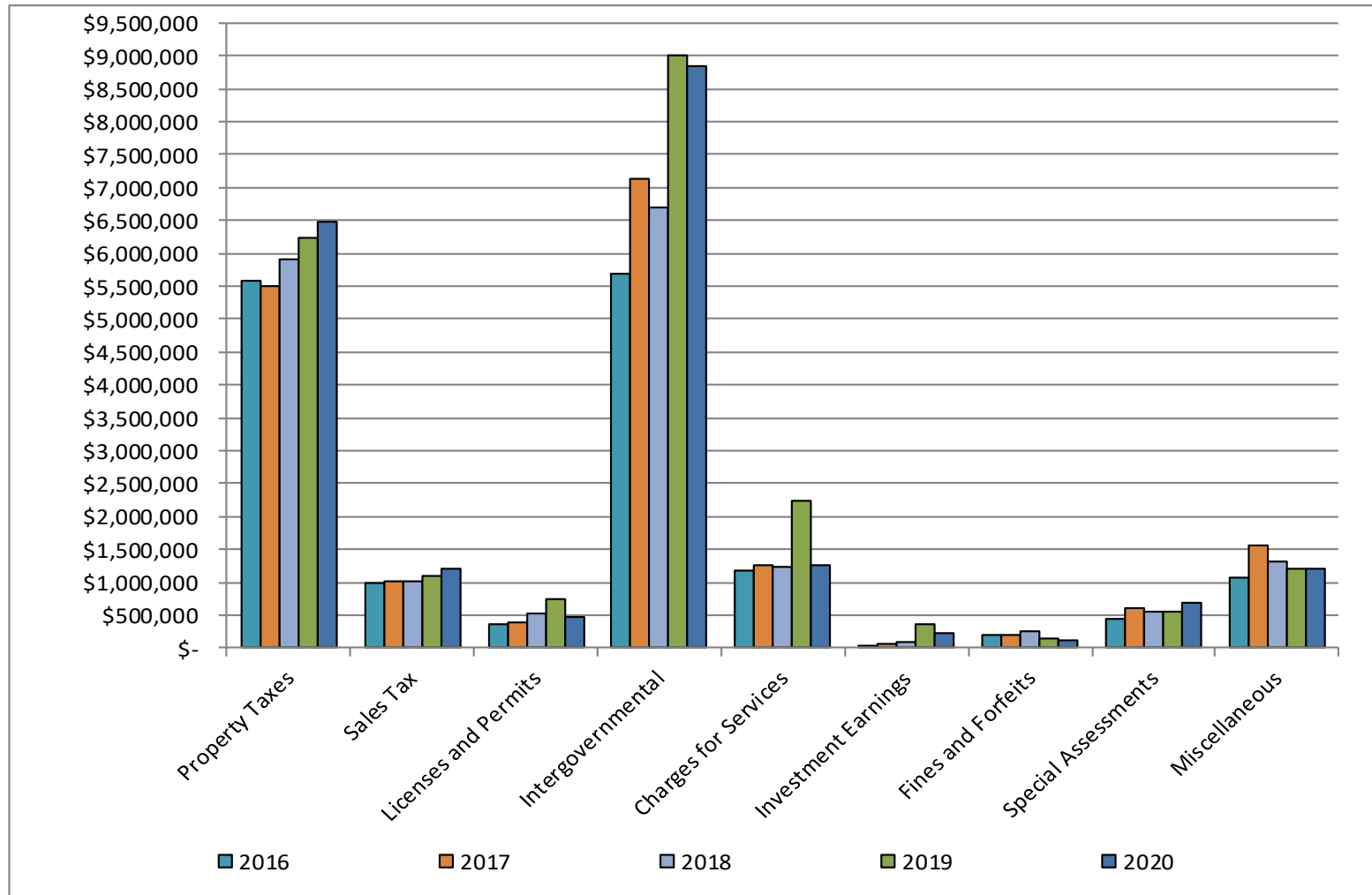
City's Financial Results

General, Public Safety, Street, and Park & Rec Funds
Days Expenditures in Unassigned Fund Balance



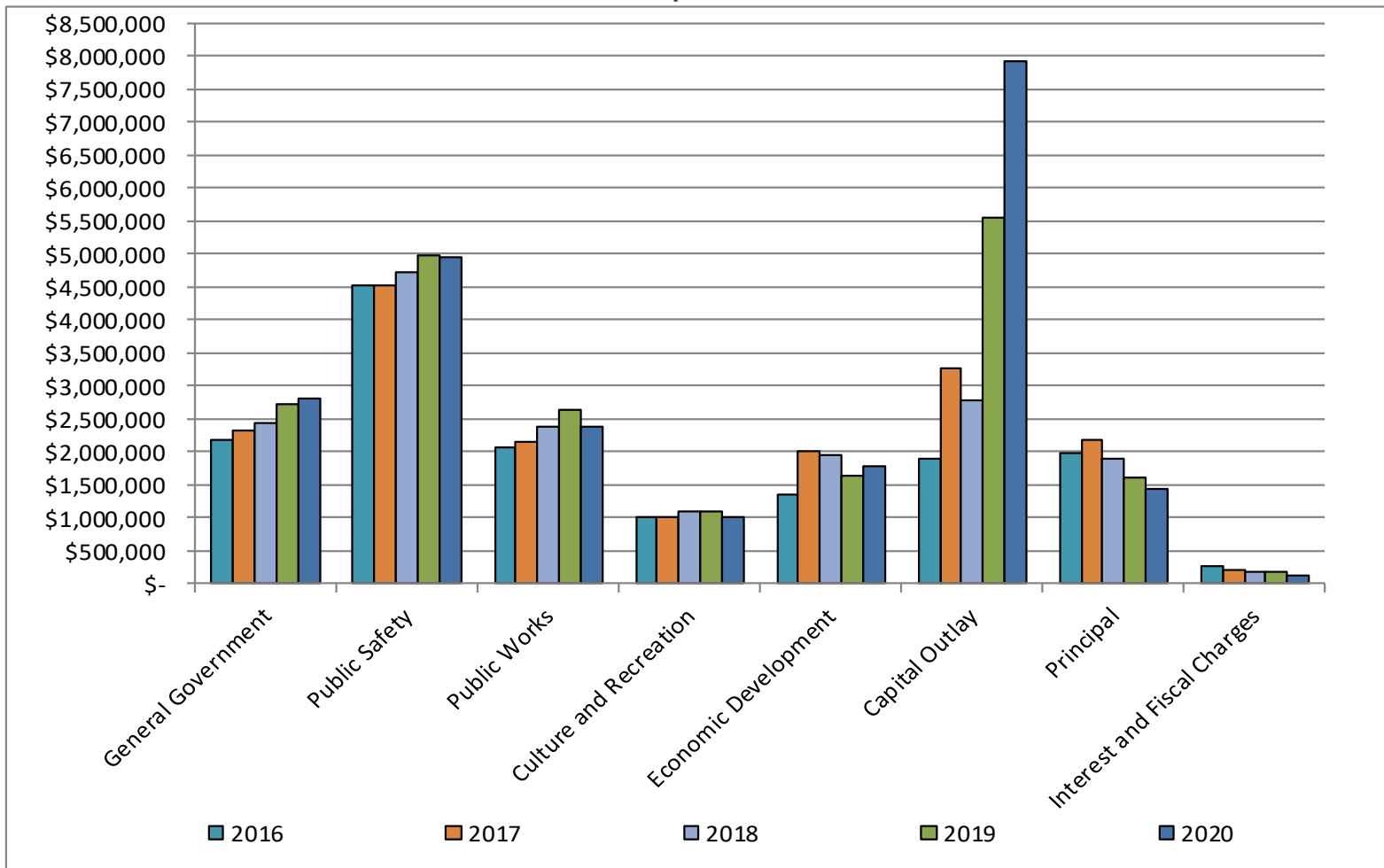
City's Financial Results

All Funds Total Revenues



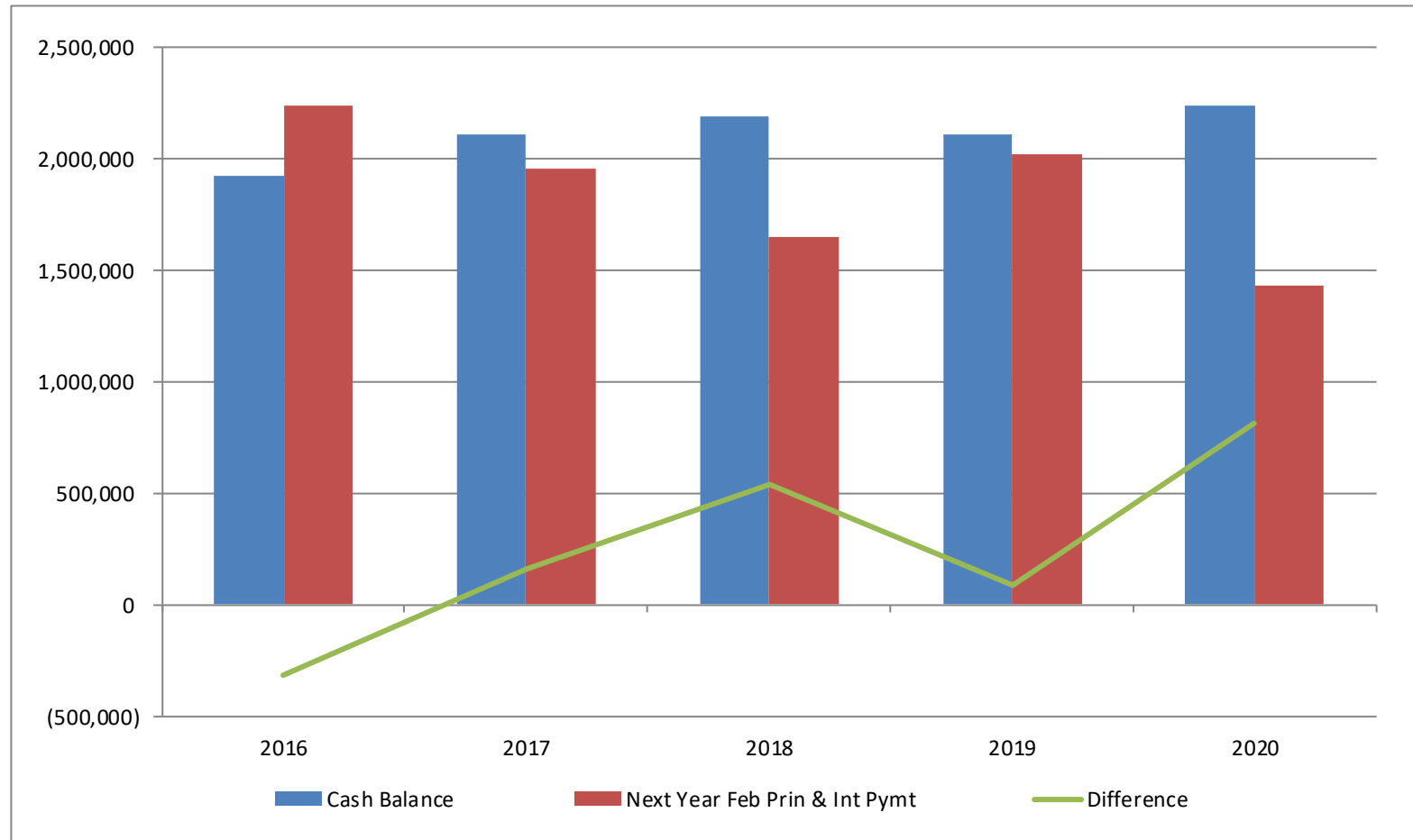
City's Financial Results

All Funds Total Expenditures



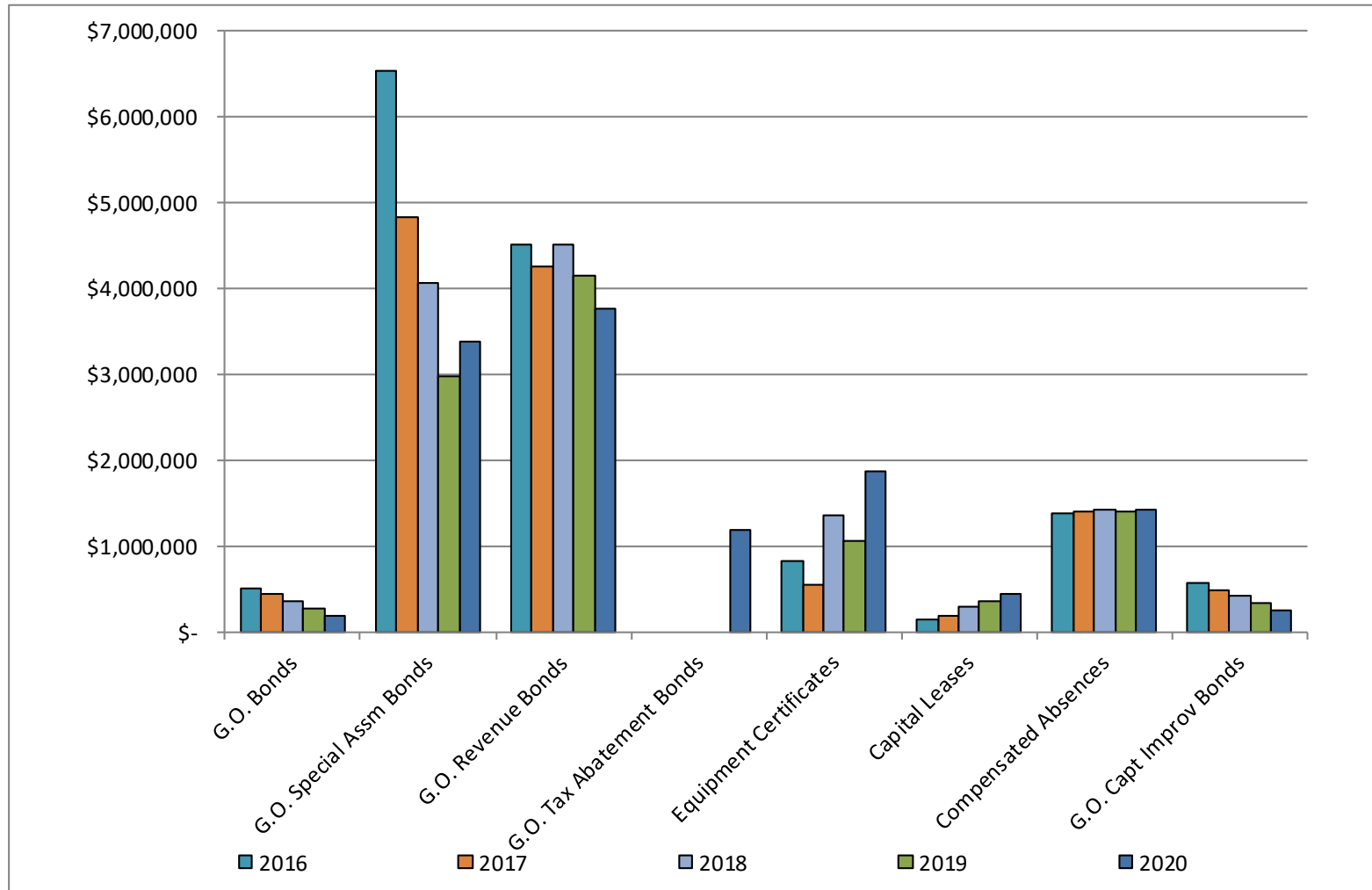
City's Financial Results

Debt Service Funds
Total Cash Available



City's Financial Results

Total City Debt



Enterprise Funds

	SANITARY SEWER COLLECTION SYSTEM	STORM SEWER FUND	TOTALS
Total Operating Revenues	851,562	462,865	1,314,427
OPERATING EXPENSES			
Salaries and Benefits	113,926	52,368	166,294
Professional Services	13,700	68,381	82,081
Repairs and Maintenance	61,833	74,744	136,577
Insurance	4,809	2,406	7,215
Depreciation	482,797	269,564	752,361
Materials and Supplies	6,100	-	6,100
Miscellaneous	632	1,637	2,269
Total Operating Expenses	683,797	469,100	1,152,897
OPERATING INCOME (LOSS)	167,765	(6,235)	161,530
NONOPERATING REVENUES (EXPENSES)			
Interest Income	-	2,156	2,156
Interest Expense and Fiscal Charges	(97,823)	(2,946)	(100,769)
Total Nonoperating Revenues (Expenses)	(97,823)	(790)	(98,613)
CHANGE IN NET POSITION BEFORE CAPITAL CONTRIBUTIONS	69,942	(7,025)	62,917
Capital Contributions	211,542	118,132	329,674
CHANGE IN NET POSITION	281,484	111,107	392,591
Net Position - Beginning of Year	7,831,321	6,699,522	14,530,843
NET POSITION - END OF YEAR	<u>\$ 8,112,805</u>	<u>\$ 6,810,629</u>	<u>\$ 14,923,434</u>



Insights/ Observations

- Overall Audit Results are Positive
 - No findings on single audit
 - Staff conscientious and responsible
 - Staff very responsive to audit inquiries/requests
 - State Reporting Form and GFOA Certificate will be submitted timely
- Fund Balance Reserves – Operating Funds
 - Must analyze General, Public Safety, Park & Rec, and Street Funds collectively
 - Fund Balance = 42% of 2021 Budgeted Expenditures
 - Policy is to have 35 – 50% of Subsequent Year Budgeted Expenditures
 - Policy allows Fund Balance to grow 1% per year
 - 41% last year
 - 42% this year



Insights/ Observations

- Revolving Loan Fund had positive change in fund balance
 - Received \$174,000 in grant money, spent \$126,000
- Debt Service Fund has a restricted Fund Balance of approximately \$2,284,000 with expenditures of \$1,425,000
 - Fund Balance increased due to collections being slightly higher than current year payments
 - Increase in collection of special assessments and slight decrease in tax collections
- Capital Projects Fund has an assigned Fund Balance of approximately \$4,137,000 with expenditures of \$7,592,000
 - Approximately \$994,000 of restricted fund balance related to debt proceeds not spent
 - Approximately \$4,573,000 of transfers in/taxes levied/intergovernmental grants to help pay for projects
 - Bond proceeds of \$3,595,000 issued for new projects this year



Questions and Comments



Thank You for the Opportunity to Serve the City!



CLAconnect.com



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WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

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

June 21, 2021

7:00 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726

Access Code: 146 999 1798

1. Authorize Purchase of Sesquicentennial Dispatch Wrap
2. Adjustment of Wages for Temporary Employees
3. Resolution in Support of Eight05 Housing Development
4. 2022 Debt Levy Review



Brainerd City Council Agenda Request

Requested Meeting Date: 06/21/21

Title of Item: Authorize Purchase of Sesquicentennial Dispatch Wrap

☐ 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: Jessie Ernster, Communications Intern	Department: Administrative
Presenter (Name & Title): Jessie Ernster, Communications Intern	Estimated Time Needed: 2 Minutes
Summary of Issue: The City and other local organizations will be hosting events celebrating Brainerd's Sesquicentennial the week of September 18-25. To advertise those events and the Sesquicentennial, staff is looking to purchase the September 11th Dispatch wrap, an additional insertion in the Echoland Shopper, and the purchase of 1000 loose wraps to be used at the kickoff event and participating businesses. The advertisement is expected to reach a broad and diverse audience of at least 43,000 people — 12,000 Dispatch households, 30,000 Echoland households, and receivers of the loose wraps.	
Alternatives, Options, Effects on Others/Comments: Staff is recommending purchasing all three options: Dispatch wrap (\$750), an additional insertion in the Echoland Shopper (\$500), and the purchase of 1000 loose wraps (\$75) for a total of \$1,325. This will maximize the people reached to celebrate Brainerd's Sesquicentennial.	
Recommended Action/Motion: Authorize the purchase of the Dispatch wrap, an additional insertion in the Echoland Shopper, and the purchase of 1000 loose wraps for a total of \$1,325.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>1325</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> This \$1325 is part of the \$20,000 allotted from the special projects fund.	



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Modification of Wages for 2021 Temporary Employees

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Department Heads	Department: Human Resources
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: 5 minutes
Summary of Issue: Hiring temporary/seasonal employees for 2021 has proven to be challenging and Staff have had to beg, steal and borrow employees to cover some of our summer positions. This has caused wage disparities between employees working similar positions as several employees hired earlier in the year were hired at a lower rate than employees hired later in the year. Staff has also reassigned temporary engineering department staff to help cover staffing needs at the Street Department. Staff is recommending a wage adjustment for our temporary Street Laborer-Paint Crew employee Eric Desmith to eliminate this disparity. Please note that the Park Board has already modified the wages for some of its summer maintenance workers due to this issue.	
Alternatives, Options, Effects on Others/Comments: This issue also sparked a Staff conversation if the wages for our Interns and Police Department Community Service Officers should be modified/increased to at least \$14 per hour to be competitive with other area employers and as an incentive for those individuals to remain employed with us and to consider future employment with the City. Attached is a spreadsheet detailing the approximate cost if this would be considered.	
Recommended Action/Motion: 1. Motion to approve a wage adjustment for Eric Desmith to \$14 per hour effective June 22, 2021. 2. Direction if additional wage adjustments to at least \$14 per hour should be made at this time for our Interns and Police Department Community Service Officers (CSO).	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No See attachment <u>Please Explain:</u>	

Wage Adjustment Analysis for 2021 Summer Maintenance, Interns & CSO Employees

Employees Affected by Wage Adj Request:				Expected	Expected	Budgeted	Budgeted	Annual Diff	Annual Diff		
		DOH	Hourly	Employment	Annual	Hourly	Annual	Actual vs	increase to	Notes:	
	Name	Job Title	Rate	Days	Wage	Wage	Wage	Budget	\$14/hour		
1	Isaiah Escobedo	Eng Intern	5/10/2021	\$ 15.50	67	\$ 8,308.00	\$ 15.50	\$ 8,308.00	\$ -	\$ -	3rd year summer employee
2	Bryce McConville	Eng Intern	5/10/2021	\$ 14.00	67	\$ 7,504.00	\$ 13.00	\$ 6,968.00	\$ 536.00	\$ -	\$12 per hour reimbursed by Sourcwell
3	Eric Desmith	St Laborer	5/10/2021	\$ 13.00	67	\$ 6,968.00	\$ 14.00	\$ 7,504.00	\$ (536.00)	\$ 536.00	
4	Trystan Richardt	St Laborer/Park Tournament	6/14/2021	\$ 14.00	67	\$ 7,504.00	\$ 14.00	\$ 7,504.00	\$ -	\$ -	Same wage for both positions
	less Sourcwell Internship Reimb for McConville					\$ (6,432.00)		\$ (6,432.00)			Budgeted Sourcwell Reimb for 5 employees
	Total:					\$ 23,852.00		\$ 23,852.00	\$ -	\$ 536.00	
If Adjustment Considered for Other Seasonal Staff:											
1	Elizabeth Fairbanks	HR Intern	5/25/2021	\$ 13.00	67	\$ 6,968.00	\$ 13.25	\$ 7,102.00	\$ (134.00)	\$ 536.00	\$12 per hour reimbursed by Sourcwell
2	Jessica Ernster	Communications Intern	5/24/2021	\$ 13.50	67	\$ 7,236.00	\$ 12.13	\$ 6,501.68	\$ 734.32	\$ 268.00	2nd year summer employee
3	Braeden Egeland	Downtown Maint	5/10/2021	\$ 14.00	25	\$ 2,800.00	\$ 14.00	\$ 2,800.00	\$ -	\$ -	2nd year summer employee-Wage Assessed
4	Braeden Egeland	Code Compliance	5/10/2021	\$ 14.00	42	\$ 4,704.00	\$ 14.00	\$ 4,704.00	\$ -	\$ -	\$12 per hour reimbursed by Sourcwell
5	Eric Reckard	GIS/IT Intern	6/7/2021	\$ 15.00	67	\$ 8,040.00	\$ 15.00	\$ 8,040.00	\$ -	\$ -	\$12 per hour reimbursed by Sourcwell
6	Nick Karsnia	Police Intern	5/10/2021	\$ 12.00	67	\$ 6,432.00			\$ 6,432.00	\$ 1,072.00	\$12 per hour reimbursed by Sourcwell
	less Sourcwell Internship Reimb for Fairbanks					\$ (6,432.00)		\$ (6,432.00)			Budgeted Sourcwell Reimb for 5 employees
	less Sourcwell Internship Reimb for Egeland					\$ (4,704.00)		\$ (6,432.00)	\$ 1,728.00		Downtown Maint hours not eligible for reimt
	less Sourcwell Internship Reimb for Reckard					\$ (6,432.00)		\$ (6,432.00)			Budgeted Sourcwell Reimb for 5 employees
	less Sourcwell Internship Reimb for Karsnia					\$ (6,432.00)		\$ (6,432.00)			Budgeted Sourcwell Reimb for 5 employees
	Total:					\$ 12,180.00		\$ 3,419.68	\$ 8,760.32	\$ 1,876.00	
If Adjustment for current PD CSOs:											
1	Hunter Furstenberg	CSO	9/16/2019	\$ 13.66	85	\$ 9,288.80				\$ 231.20	This is currently the top wage for a CSO
2	Cole Thoma	CSO	2/26/2020	\$ 12.02	85	\$ 8,173.60				\$ 1,346.40	
3	Andrew Thielke	CSO	5/24/2021	\$ 12.00	85	\$ 8,160.00				\$ 1,360.00	
4	Additional CSO - to be hired 9/1/21		9/1/2021	\$ 12.00	28	\$ 2,720.00				\$ 453.33	
	Total:					\$ 28,342.40		\$ 33,000.00	\$ (4,657.60)	\$ 3,390.93	
Grand Totals excluding Parks:						\$ 64,374.40		\$ 60,271.68	\$ 4,102.72	\$ 5,802.93	
Parks (Maintenance & Office positions):											
1	Jack Schafer	Parks Summer Maintenance	6/7/2021	\$ 14.00	67	\$ 7,504.00	\$ 11.00			\$ -	Hired wage was \$13.50
2	Marcus Henne	Parks Summer Maintenance	5/3/2021	\$ 14.00	67	\$ 7,504.00	\$ 12.00			\$ -	
3	Hunter Wicklund	Parks Summer Maintenance	5/19/2021	\$ 14.00	67	\$ 7,504.00	\$ 11.00			\$ -	Hired wage was \$13.50
4	Greg Roberts	Parks Summer Maintenance	4/24/2021	\$ 14.00	67	\$ 7,504.00	\$ 13.00			\$ -	Hired wage was \$13.50
5	William Middagh	Parks Summer Maintenance	5/3/2021	\$ 14.00	67	\$ 7,504.00	\$ 12.00			\$ -	
6	Trystan Richardt	St Laborer/Park Tournament	6/10/2021	\$ 14.00	15	\$ 1,680.00				\$ -	
7	Unable to hire	Park Intern			80	\$ -	\$ 15.00				
8	Unable to hire	Park Intern			67	\$ -					
	Total					\$ 39,200.00		\$ 35,000.00	\$ 4,200.00	\$ -	



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Adopt Res in Support of Eight05 Housing LLLP Housing Development

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: D.W. Jones, Inc. who will be doing business as Eight05 Housing LLLP, has submitted preliminary plans for a 36-unit low-income affordable housing project to be located at 805 Laurel Street, the former Thrifty White location. The developer is seeking housing tax credits from the MN Housing Finance Agency (MHFA) to assist with the project. The MHFA ranks projects for funding and if there is a local contribution, the higher the project may rank, therefore receiving more housing tax credits. The establishment of a tax increment financing (TIF) district and pledging the tax increment to secure a loan for the project is a local contribution and will assist the developer in securing approval from MHFA for housing tax credits.	
Alternatives, Options, Effects on Others/Comments: The developer needs to submit the application to the MHFA by July 15, 2021. At this time, the Council is not authorizing TIF or assuring TIF will be used for the project. The attached resolution proposes the approval of a TIF district and the pledge of tax increment to the developer, in order to facilitate the financing of the proposed project and to secure approval of housing tax credits from MHFA, however, it is solely at the discretion of the Council and all legal requirements for a housing TIF district. If TIF is to be approved for this project at a later date, it would more than likely be an HRA TIF district. The formation of an HRA TIF district is done through the City Council. This item will be on the next HRA agenda and it is believed that the HRA will be in support of this project as well. The resolution is on the June 21st agenda to allow the developer enough time to complete the application to MHFA.	
Recommended Action/Motion: Adopt the attached resolution of support for the use of tax increment financing for a rental housing development project.	
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>	

**A RESOLUTION OF SUPPORT FOR THE USE OF TAX INCREMENT FINANCING
FOR A
RENTAL HOUSING DEVELOPMENT PROJECT**

BE IT RESOLVED By the City Council of the City of Brainerd (the "City") as follows:

WHEREAS, D.W. Jones, Inc., (the "Developer") has developed preliminary plans for an approximately 36-unit low-income affordable housing project (the "Project") to be located at 805 Laurel Street in the City, and has requested that the City indicate its support of the use of tax increment financing for the Project; and

WHEREAS, the Developer is seeking housing tax credits from the Minnesota Housing Finance Agency (the "MHFA") to assist with the financing of the Project; and

WHEREAS, MHFA has a ranking system for housing tax credit applications and a project ranks higher, and thus more likely to receive housing tax credits, if there are local contributions to the Project; and

WHEREAS, the establishment of a tax increment financing district for the Project and the pledging of tax increment to secure a loan for the project is a local contribution and will assist the Developer in securing the approvals from the MHFA for housing tax credits; and

WHEREAS, the City has previously approved housing tax increment financing districts to assist with the development of low-income housing and affordable housing in the City;

NOW THEREFORE, BE IT RESOLVED, that the City proposes to approve a housing tax increment financing district and pledge tax increment to the Developer, in order to facilitate the financing of the Project and to secure approval of housing tax credits from MHFA; provided, however, that authorization of tax increment financing for the Project is solely within the discretion of the City Council following all proceedings legally required pursuant to Minnesota Statutes 469.174 through 469.1794..

Adopted by the City of Brainerd this ____ day of _____, 2021.

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: 2022 Debt Levy Discussion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 10 Minutes
Summary of Issue: Please see the attached memo and attachments regarding how the debt levy is calculated, assumptions Staff used, and information on the overall debt of the City.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Discussion on assumptions Staff used when calculating the preliminary 2022 debt levy.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



TO: Mayor and Council

FROM: Finance Director Connie Hillman

DATE: June 17, 2021

RE: 2022 Debt Levy Discussion

All of the City's bonds have been structured with a February 1st (principal and interest) and August 1st (interest only) debt payment, with the exception of the bonds issued for the airport extension project. That bond issue has an April 1st and October 1st payment structure.

The City has several different types of bonds. The bonds are General Obligation (GO) bonds which means if the designated source of revenue to pay the bonds is not available the City can levy for the payments. The chart below summarizes the types of bonds and the revenue source to pay the debt service:

Bond Type	Source to pay Debt Service
GO Bonds (Airport debt)	Levy
Improvement or Assessment Bonds	Assessments and Levy
Revenue Bonds	Charges for Services
Tax Abatement	Taxes and Levy
Equipment Certificates	Levy

Since the City does not receive its primary source of revenue payments (LGA and property taxes) until the July, the debt levy that is needed for 2022, is to pay for the August 2022 and the February 2023 debt service payments. The City needs to have enough cash on December 31st to pay the February bond payments.

Calculating the Debt Levy:

Attached you will find the preliminary debt levy calculation.

- We started with the cash balance in the debt service funds as of May 31, 2021 for the debt issues that the City levies. The City receives 70% of the 1st half of property taxes collected by the County in June and will receive the remaining amount in July. The City received the 2nd half of property taxes collected by the County in December.

- Staff then estimated that the City will receive 98% of the levy and 95% of the special assessments certified for collection in 2021 to calculate the estimate cash balance as of December 31, 2021 (yellow column).
- The 2021 debt levy was for the August 2021 and February 2022 debt payments. The white, boxed column is the scheduled February 2022 interest and principal payments.
- The green column is the projected cash balance after the February debt payment. It is estimated the City will have about \$900,000.
- To calculate the 2022 debt levy we take the scheduled payments for August 2022 and February 2023 (peach columns). We then add 5% for any non-tax payments. From this amount we subtract any special assessment payments that we estimate to receive. Again, Staff used a 95% collection rate on the assessment amount to be collected in 2022. For the equipment certificates, we have reduced the amount of the levy needed by the amount that the City will collect from the entities the City provides fire protection services. All of this is represented in the grey column – “Calculated 2022 Levy.”
- The levy is then further increased or decreased based on the projected cash balance as of February 1, 2022 (the green column). Any adjustments based on the available cash balance is reflected in the purple boxed column “Proposed 2022 Levy.” Staff is currently proposing to use \$167,000 of the projected cash balance at February 1, 2022.
- The City then needs to look at any new debt that it may need to issue in the upcoming year. On the attachment you will notice that there are two issues that have been noted the “debt not issued yet”:
 - 2021A Debt – this will be the debt the City will issue this summer. We do not have the actual debt service payments. The amount shown is Staff’s calculation. The City did levy \$100,000 in 2021 to be able to structure the debt so there would be a February 1, 2022 payment.
 - 2022A Debt – for the preliminary levy calculation, Staff assumed that the City would issue debt for the 2022 planned improvements and would levy \$100,000 to structure the debt with a February 1, 2023 payment.
- The 2021 debt levy was \$912,212. The proposed, preliminary 2022 debt levy is currently calculated at \$831,175 assuming the Council will issue new debt for the 2022 improvement projects. This is a reduction of \$81,037.
 - Even with issuing debt for the 2022 improvement projects, the debt levy could be reduced. This is because the City does not need to levy for the airport and 2011 improvement bonds in 2022 as both issues will be paid off

after the February 1, 2022 debt payment. The City levied a combined \$177,820 for those issues in 2021.

Additional Information:

The Council has lowered the debt levy significantly in the previous years. Below is a history of the debt levy for the past 16 years. The increases in the debt levy were to make up for the assessments the City was not collecting from the development of the Industrial Park, Brainerd Oaks, Riverside Drive etc. The bonds for those projects have since been paid off, resulting in the City to be able to lower the debt levy.

Pay Year	Levy Amount	Pay Year	Levy Amount
Proposed 2022	\$ 831,175	2014	1,900,000
2021	912,212	2013	1,500,000
2020	1,264,451	2012	1,499,661
2019	1,264,850	2011	1,349,661
2018	1,600,886	2010	1,181,717
2017	2,076,916	2009	1,046,959
2016	2,076,916	2008	990,000
2015	1,811,860	2007	759,278

The City historically has issued debt annually for the road improvement projects. The amount that the City levies for the Permanent Improvement is transferred into the road improvement capital fund (401). The 2021 levy was \$403,532 and is based on the mill rate. This amount generally covers maintenance, i.e., crack sealing, patching, striping, and engineering staff time who work on the projects.

The thought would be to maintain the debt levy at a certain level, and the new debt issued annually would require the same amount of levy as the debt that is paid off. As mentioned above, the proposed debt levy includes a new debt issue for the 2022 projects, but the overall levy can be reduced because of the airport and 2011 improvement bonds are paid off. Following the same pattern for 2023, the 2018 equipment certificates, 2012 improvement and 2015 refunding bonds will all be paid off after the February 1, 2023 debt payment. The City is proposing to levy \$122,000 in 2022 for those three issues. The new debt issued in 2023 for the 2023 road projects would also require a debt levy of \$122,000.

The last attachment to this agenda request shows the required debt service payments by levy year of the current debt outstanding and the budgeted proposed debt issue to be done this summer. The schedule does not include the 5% over levy requirement or take into account the assessment revenue that will be collected. The schedule does include the debt of the Sanitary and Storm sewer funds which is paid for with charges for services. The Sanitary Sewer Fund does have some equipment debt, but it is assumed that the Charges for Services will cover this debt as well and therefore not included in the debt levy calculation.

Finally, the chart below is a summary of the overall City debt levels. It is assumed, as with the equipment certificates in the Sanitary Sewer Fund, that BPU revenue will cover the debt service payments of all debt.

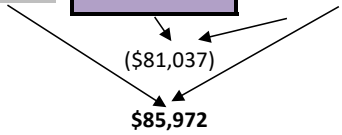
	City	BPU	Total
Outstanding Bonds as of 12/31/2020	10,627,664	29,644,836	40,272,500
Less: Revenue Debt ^	(3,971,400)	(29,644,836)	(33,616,236)
Assessment and Levy Debt	6,656,264	-	6,656,264
^ Includes \$204,000 and \$272,236 of equipment certificates			

Next Steps:

Staff needs Council's input on bonding for 2022 construction projects. Staff will update the calculation based on actual 1st half property collections prior to the preliminary levy needing to be set in September.

2022 DEBT SERVICE LEVY CALCULATION - AS OF 6/16/21													
		Issue	5/31/2021	Projected	2/1/2022	Projected	8/1/2022	2/1/2023		2022	Calculated	Proposed	
Project		Maturity Date	Cash Bal	12/31/2021 Balance	Scheduled Prin & Int Payments	2/1/2022 Balance	Scheduled Interest Payments	Scheduled Prin & Int Payments	105% Over levy	Estimated Special Assmts	2022 Levy	2022 Levy	2021 Debt Levy
Fund 310	Equip Certs		\$352,595	\$482,337	\$249,865	\$232,472	\$13,565	\$257,165	\$284,267	\$63,771	\$220,496	\$80,496	\$132,390
	2018A	Tender, ball field lights, field groomers, end loader, and snow plow	2023		\$138,765		\$3,465	\$142,065	\$152,807	\$21,987	\$130,820	\$30,820	\$78,461
	2020A	Ladder truck, street sweeper, and loader	2030		\$111,100		\$10,100	\$115,100	\$131,460	\$41,784	\$89,676	\$49,676	\$53,929
Fund 313	2011 Improvement Bonds	S 6th St Frontage Road, S 7th, NW 6th & Charles St, SE 19th St, N 2nd Street, and Alley - Block 78	2022	\$54,411	\$146,367	\$96,093	\$0	\$0	\$0	\$0	\$0	\$0	\$77,820
Fund 315	2015A Improvement Bonds	Willow, 10th Ave NE, NE Garfield Street Project, S 5th St Mill and Overlay	2025	\$57,737	\$136,161	\$79,700	\$3,200	\$78,200	\$85,470	\$8,500	\$76,970	\$66,970	\$71,284
Fund 316	2012A Improvement Bonds	College Drive, N 10th and 7th Street, Front Street, 9th Ave NE, Quince, SE 15th and 16th, 8th Ave NE, SW Alley, 12th Ave NE, McKay Road, S 5th, 4th and Oak	2023	\$69,850	\$136,380	\$81,280	\$640	\$80,640	\$85,344	\$64,000	\$21,344	\$0	\$1,993
Fund 317	2013A Improvement Bonds	SW 4th, East River Road, N 8th St, 13th Ave NE: N to O, Ivy	2024	\$65,772	\$146,402	\$83,750	\$2,550	\$87,550	\$94,605	\$10,000	\$84,605	\$74,605	\$71,783
Fund 320	2015B Improvement Bonds	28th Street	2026	\$85,649	\$113,729	\$26,406	\$1,150	\$26,150	\$28,665	\$13,000	\$15,665	\$0	\$14,579
Fund 321	2015B Ref	Refunding of EDA bonds for Street Garage	2023	\$23,080	\$114,131	\$86,743	\$871	\$85,871	\$91,080	\$0	\$91,080	\$91,080	\$92,909
Fund 302	2018A Improvement Bonds	Jackson St, Buffalo Hills Land Resurf, S 6th St East Frontage Road, NW Brainerd Resfur	2028	\$118,789	\$206,654	\$80,650	\$8,900	\$83,900	\$97,440	\$15,000	\$82,440	\$62,440	\$74,265
Fund 307	2020A Improvement Bonds	Northeast Brainerd: 11th Ave, J St, P St & 10th Ave, L St, O St & 10th Ave, B St NE, and 5th Ave Recon	2031	\$158,166	\$280,979	\$138,450	\$12,200	\$132,200	\$151,620	\$54,000	\$97,620	\$77,620	\$69,495
Fund 303	2020A Tax Abatement Bonds	Memorial Park Project	2035	\$53,321	\$156,529	\$87,650	\$11,900	\$86,900	\$103,740	\$0	\$103,740	\$93,740	\$105,315
Fund 301	Airport		2022	\$28,573	\$126,944	\$94,049	\$0	\$0	\$0	\$0	\$0	\$0	\$100,379
	2021A ***	Southeast Brainerd- 16th SE; 15th SE, Walnut, St. Louis Ave, NW 3rd and Jackson, Pine, Chicago, Portland, and Madison		\$0	\$49,000	\$0	\$24,750	\$169,750	\$204,225	\$0	\$204,225	\$184,225	\$100,000
	2022A ***	Oakridge Road, N 6th, 7th and 3rd, and Juniper			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0
Totals			\$1,067,942	\$2,095,613	\$1,104,636	\$990,978	\$79,726	\$1,088,326	\$1,226,455	\$228,271	\$998,184	\$831,175	\$912,212

*** Debt not issued yet



Debt Payments Required by Levy Year
As of 6/16/2021

Issue	Purpose	Original Issue Amt	Debt Fund	2022 Levy Year		2023 Levy Year		2024 Levy Year		2025 Levy Year		2026 Levy Year		2027 Levy Year		2028 Levy Year	
				8/1/22	2/1/23	8/1/23	2/1/24	8/1/24	2/1/25	8/1/25	2/1/26	8/1/26	2/1/27	8/1/27	2/1/28	8/1/28	2/1/29
Airport		1,770,000	301	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Jackson St, Buffalo Hills Land Resurf, S 6th St East Frontage Road, NW Brainerd Resfur	755,000	302	8,900	83,900	7,025	87,025	5,025	85,025	3,825	88,825	2,550	87,550	1,275	86,275	-	-
Improvement 2018A																	
Tax Abatement 2020A	Memorial Park Project	1,185,000	303	11,900	86,900	11,150	86,150	10,400	90,400	9,600	89,600	8,800	88,800	8,000	88,000	6,400	91,400
	Northeast Brainerd: 11th Ave, J St, P St & 10th Ave, L St, O St & 10th Ave, B St NE, and 5th Ave Recon	1,285,000	307	12,200	132,200	11,000	131,000	9,800	129,800	8,600	128,600	7,400	127,400	6,200	126,200	3,800	128,800
Improvement 2020A			310														
Equipment Certificates																	
	Tender, ball field lights, field groomers, end loader, and snow plow	630,300		3,465	142,065	-	-	-	-	-	-	-	-	-	-	-	-
2018A Equip Cert																	
2020A Equip Cert	Ladder truck, street sweeper, and loader	1,125,000		10,100	115,100	9,050	114,050	8,000	118,000	6,900	116,900	5,800	115,800	4,700	119,700	2,400	122,400
	S 6th St Frontage Road, S 7th, NW 6th & Charles St, SE 19th St, N 2nd Street, and Alley - Block 78	980,000	313	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2011A																	
	Willow, 10th Ave NE, NE Garfield Street Project, S 5th St Mill and Overlay	725,000	315	3,200	78,200	1,700	81,700	900	80,900	-	-	-	-	-	-	-	-
Improvement 2015A																	
	College Drive, N 10th and 7th Street, Front Street, 9th Ave NE, Quince, SE 15th and 16th, 8th Ave NE, SW Alley, 12th Ave NE, McKay Road, S 5th, 4th and Oak	845,000	316	640	80,640	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2012A																	
Improvement 2013A	SW 4th, East River Road, N 8th St, 13th Ave NE: N to O, Ivy	795,000	317	2,550	87,550	1,275	86,275	-	-	-	-	-	-	-	-	-	-
	Downtown Street Recon, S 8th Street, Broadway, S 9th, sidewalks, N 9th St. Washington to Kingwood		319	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2009A																	
Improvement 2015B	28th Street	245,000	320	1,150	26,150	894	25,894	550	20,500	275	20,275	-	-	-	-	-	-
Capital Improvement 2015B	Refunding of EDA bonds for Street Garage	635,000	321	871	85,871	-	-	-	-	-	-	-	-	-	-	-	-
	Southeast Brainerd- 16th SE; 15th SE, Walnut, St. Louis Ave, NW 3rd and Jackson, Pine, Chicago, Portland, and Madison	1,700,000		24,750	169,750	22,575	172,575	20,325	175,325	18,000	178,000	15,600	175,600	13,200	178,200	10,725	180,725
Improvement 2021A **																	
				79,726	1,088,326	64,669	784,669	55,000	699,950	47,200	622,200	40,150	595,150	33,375	598,375	23,325	523,325
					1,168,053		849,338		754,950		669,400		635,300		631,750		546,650
Enterprise Funds																	
Utility Revenue 2015C	Bluff Ave, Washington Street and Evergreen Interceptor	280,000	237	675	45,675	-	-	-	-	-	-	-	-	-	-	-	-
Utility Revenue 2015C	NW 4th Street, Oak St, and N 4th Street	540,000	238	1,200	81,200	-	-	-	-	-	-	-	-	-	-	-	-
Utility Revenue 2016A ^^	Airport Extension Project	3,682,200	237	269,589	35,889	275,289	29,904	280,704	23,634	289,634	16,984	294,384	14,730	295,930	12,269	297,269	9,419
Utility Revenue 2018A	S 6th Street	560,000	237	6,550	66,550	5,050	60,050	3,675	63,675	2,775	57,775	1,950	66,950	975	65,975	-	-
2018A Equip Cert	Vactor Truck	324,700	237	1,785	73,185	-	-	-	-	-	-	-	-	-	-	-	-
				279,799	302,499	280,339	89,954	284,379	87,309	292,409	74,759	296,334	81,680	296,905	78,244	297,269	9,419
					582,297		370,292		371,687		367,167		378,013		375,149		306,689

** Debt not issued yet
^^ Debt payments are made 10/1 and 4/1

Debt Payments Required by Levy Year
As of 6/16/2021

Issue	Purpose	Original Issue Amt	Debt Fund	2029 Levy Year		2030 Levy Year		2031 Levy Year		2032 Levy Year		2033 Levy Year		2034 Levy Year		2035 Levy Year	
				8/1/29	2/1/30	8/1/30	2/1/31	8/1/31	2/1/32	8/1/32	2/1/33	8/1/33	2/1/34	8/1/34	2/1/35	8/1/35	2/1/36
Airport		1,770,000	301	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Jackson St, Buffalo Hills Land Resurf, S 6th St East Frontage Road, NW Brainerd Resfur	755,000	302	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2018A																	
Tax Abatement 2020A	Memorial Park Project	1,185,000	303	5,550	95,550	4,650	94,650	3,750	93,750	2,850	97,850	1,900	96,900	950	95,950	-	-
	Northeast Brainerd: 11th Ave, J St, P St & 10th Ave, L St, O St & 10th Ave, B St NE, and 5th Ave Recon	1,285,000	307	2,550	127,550	1,300	131,300	-	-	-	-	-	-	-	-	-	-
Improvement 2020A			310														
Equipment Certificates																	
2018A Equip Cert	Tender, ball field lights, field groomers, end loader, and snow plow	630,300		-	-	-	-	-	-	-	-	-	-	-	-	-	-
2020A Equip Cert	Ladder truck, street sweeper, and loader	1,125,000		1,200	121,200	-	-	-	-	-	-	-	-	-	-	-	-
	S 6th St Frontage Road, S 7th, NW 6th & Charles St, SE 19th St, N 2nd Street, and Alley - Block 78	980,000	313	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2011A																	
Improvement 2015A	Willow, 10th Ave NE, NE Garfield Street Project, S 5th St Mill and Overlay	725,000	315	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	College Drive, N 10th and 7th Street, Front Street, 9th Ave NE, Quince, SE 15th and 16th, 8th Ave NE, SW Alley, 12th Ave NE, McKay Road, S 5th, 4th and Oak	845,000	316	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2012A																	
Improvement 2013A	SW 4th, East River Road, N 8th St, 13th Ave NE: N to O, Ivy	795,000	317	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Downtown Street Recon, S 8th Street, Broadway, S 9th, sidewalks, N 9th St. Washington to Kingwood		319	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvement 2009A																	
Improvement 2015B	28th Street	245,000	320	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Improvement 2015B	Refunding of EDA bonds for Street Garage	635,000	321	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Southeast Brainerd- 16th SE; 15th SE, Walnut, St. Louis Ave, NW 3rd and Jackson, Pine, Chicago, Portland, and Madison	1,700,000		8,175	183,175	5,550	185,550	195,700	-	-	-	-	-	-	-	-	-
Improvement 2021A **																	
				17,475	527,475	11,500	411,500	199,450	93,750	2,850	97,850	1,900	96,900	950	95,950	-	-
					544,950		423,000		293,200		100,700		98,800		96,900		-
Enterprise Funds																	
Utility Revenue 2015C	Bluff Ave, Washington Street and Evergreen Interceptor	280,000	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Revenue 2015C	NW 4th Street, Oak St, and N 4th Street	540,000	238	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Revenue 2016A ^^	Airport Extension Project	3,682,200	237	302,019	6,493	302,893	33,400	307,344	-	-	-	-	-	-	-	-	-
Utility Revenue 2018A	S 6th Street	560,000	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2018A Equip Cert	Vactor Truck	324,700	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-
				302,019	6,493	302,893	33,400	307,344	-	-	-	-	-	-	-	-	-
					308,513		336,293		307,344		-		-		-		-

** Debt not issued yet
^^ Debt payments are made 10/1 and 4/1

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

June 21, 2021

6:15 P.M.

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726

Access Code: 146 359 5820

1. Resolution - Authorizing an Agreement with the State of Minnesota to Provide Public Transportation Services in the Year 2022
2. Consider Brainerd and Crow Wing County Public Transit Office Lease for 2022
3. Consider Productive Alternatives 3rd Party Contract Agreement Extension for July 1 - July 31
4. Consider Brainerd and Crow Wing County Public Transit 3rd Party Contractor Proposal
5. Consider Event/Parking Lot Closure Application - Concert for Kids
6. Review Event/Street Closure Application - Here for Good Market
7. Consider State Park Road Grant Application Proposal from Widseth
8. Consider Quotes for Improvement 21-03 - 2021 Large Patch Project
9. Consider Modification to Scope of Services for 2021 Gully Erosion Study with HRGreen



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Res-Agreement with the State of Minnesota to Provide Transit in 2022

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Transit
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is the resolution that allows the City Administrator and Mayor the ability to enter into an agreement with the State of Minnesota to provide public transportation services in Crow Wing County and selected areas of Cass County.	
Alternatives, Options, Effects on Others/Comments: This resolution is the exact same as the resolution that was passed for prior grant cycles with the State of Minnesota. The agreement has not changed, and provides for a local share of 15% of total operating costs and 20% of total capital costs, with the State of Minnesota's share being 85% and 80% respectively.	
Recommended Action/Motion: Staff would recommend adopting the attached resolution as proposed to allow proper signatures on the grant agreement with the State of Minnesota.	
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>	

R E S O L U T I O N
NO _____

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE
PUBLIC TRANSPORTATION SERVICES IN THE YEAR 2022**

BE IT RESOLVED, that the City of Brainerd enters into an Agreement with the State of Minnesota to provide public transportation services in Crow Wing County and selected areas of Cass County in 2022; and

BE IT RESOLVED, that the City of Brainerd agrees to provide a local share of up to 15 percent of the total operating cost and up to 20 percent of the total capital costs; and

BE IT RESOLVED, that the City of Brainerd agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State; and

BE IT FURTHER RESOLVED, that the City of Brainerd authorizes the Mayor and the City Administrator to execute the aforementioned Agreement and any amendments thereto.

Adopted this _____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Brainerd and CWC Public Transit Office Lease for 2022

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Transit
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: At the Transportation Advisory Committee Meeting held on June 14, 2021, the TAC reviewed the current office lease agreement with the City of Brainerd for the office space located on the lower level of City Hall.	
Alternatives, Options, Effects on Others/Comments: Office leased space for the transit system is an eligible expense for the transit system to be reimbursed on a yearly basis from the State of Minnesota. Therefore, the City has always leased the office space to the transit department. The lease rent cost for 2022 was increased \$15/month from last year, and has been typical of our most recent increases of the lease space for our transit department. The total lease cost per month per the attached agreement is \$660.00/month. The TAC unanimously approved this lease agreement with the attached motion: MOVED AND SECONDED BY KOEP AND STENBERG, UNANIMOUSLY CARRIED, TO APPROVE THE TRANSIT OFFICE LEASE MONTHLY COST INCREASE FROM \$645.00 TO \$660.00 FOR THE TERM OF JANUARY 1, 2022-DECEMBER 31, 2022	
Recommended Action/Motion: Staff recommends approval of the attached lease agreement as presented.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2022, by and between City of Brainerd ("Landlord") and Brainerd & Crow Wing County Public Transit ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as Brainerd City Hall, Transit Office, 501 Laurel Street, Brainerd, MN 56401.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2022 and ending December 31, 2022. On January 1, 2022 Tenant shall have possession of the lease premises.

2. Rent. Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$660.00 per month.

3. Use. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's effective written consent.

5. Utilities. Landlord shall pay all charges for sewer, gas, electricity, fax, phone, internet and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

6. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

7. Leased Premises Rules. Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

IN WITNESS WHEREOF, the parties have executed this Lease on DATE, YEAR

Landlord, Jennifer Bergman, City Administrator

Tenant, Andy Stone, Transit Coordinator



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Productive Alternatives 3rd Party Contract Agreement Extension for

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Transit
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: At the Transportation Advisory Committee Meeting, the TAC reviewed proposals for the 3rd party contractor service operation for the transit system. The current contract with Productive Alternatives ends on June 30, 2021.	
Alternatives, Options, Effects on Others/Comments: With a future item on this agenda, there will be a recommendation from the TAC for the new 3rd party contractor to operate the transit service. Based on the outcome of that conversation with the City Council, there will need to be a transition period between the current 3rd Party Contractor and the new 3rd Party Contractor. Productive Alternatives is willing to extend the contract agreement with the City for the month of July to help with this transition at the same cost as their current contract cost per month. If the transition goes smoothly, it would be the intent to exit the extension early as this was a request from Productive Alternatives and prorate the monthly cost accordingly. The TAC reviewed this proposal and approved the extension unanimously with the attached motion: Extension Agreement with 3PC Productive Alternatives – Transit staff provided the amendment to the Contract Between City of Brainerd and Productive Alternatives in which an extension agreement was requested of the current 3PC Productive Alternatives. This would extend the current contract for another month, from July 1, 2021 to July 31 2021, due to time constraints while transitioning to a new 3PC. MOVED AND SECONDED BY LAMBERT AND BERTRAM, UNANIMOUSLY CARRIED, TO APPROVE THE EXTENSION AGREEMENT WITH 3PC PRODUCTIVE ALTERNATIVES	
Recommended Action/Motion: Staff recommends approving the attached contract extension with Productive Alternatives for July, 2021 at the same monthly unit prices as submitted in the original contract.	
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>	

**First Amendment
To
Contract Between City of Brainerd and Productive Alternatives, Inc.**

This Amendment to the Contract dated June 27, 2018, by and between City of Brainerd, located at 501 Laurel Street, Brainerd, Minnesota 56401 and Productive Alternatives, Inc., located at 1205 North Tower Road, Fergus Falls, Minnesota 56537 (collectively, the "Parties").

WHEREAS the Parties entered into the Contract for the operation of Brainerd & Crow Wing Public Transit for a three-year period from July 1, 2018 through June 30, 2021; and

WHEREAS the Parties wish to extend the term of the Contract and provide for updated pricing for services during the period of the extension.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The parties agree to extend the Contract for an additional month, with a new termination date of July 31, 2021.
2. The pricing provisions of the Contract are amended as follows for the month of July 2021:

Unit Price for Drivers/Vehicle Operation: \$_____

Unit Price for Dispatcher/Dispatching Services: \$_____

Unit Price for Management/Overhead. \$_____

3. All terms of the Contract remain in full force and effect except to the extent modified by this First Amendment. This First Amendment and Contract constitute the entire agreement between the Parties. Any additional amendments must be in writing and signed by both Parties.

City of Brainerd

Productive Alternatives, Inc.

Dave Badeaux, Mayor

Steven D. Skauge

Attest:

Jennifer Bergman, City Administrator

Its: _____



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Brainerd and Crow Wing County Public Transit 3rd Party Contracts

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Transit
Presenter (Name & Title): City Engineer/Interim PW Director Sandy and Chair of TAC, Jeff Czczok	Estimated Time Needed: 20-30 Minutes
Summary of Issue: At the Transportation Advisory Committee Meeting held on June 14, the TAC considered proposals submitted by two contractors as it relates to the Request for Proposals Document for 3rd Party Operations of Brainerd and Crow Wing County Public Transit.	
Alternatives, Options, Effects on Others/Comments: After the first solicitation of the RFP, no proposals were received, and thus, an extension of 30 days was granted to garner interest in the Request for Proposals. After the 2nd 30 day period, staff received two proposals from Brainerd Bus Lines, Inc. and Jefferson Partners, LP Blue Earth Blue Sky. The attached memo goes into detail of the proposal process and scoring by the TAC. The scoring of the proposals is attached, along with a detailed memo of the scoring process. Chair of the Transportation Advisory Committee, Jeff Czczok will be at the meeting to present out on the findings of the TAC and answer any questions of the Committee and Council. The Council was sent each proposal, as the TAC was, in order for them to have time to review and ask other questions about the proposal content. The attached recommendation is what came out of the TAC meeting: a. The TAC spent extensive time reviewing, discussing, evaluating and scoring the 2 proposals received for the operation of the transit system in compliance with federal procurement rules. The summary scoring was prepared and MOVED AND SECONDED BY BERTRAM AND LAMBERT TO ACCEPT THE RFP EVALUATION SCORING SUMMARY. MEMBER'S LAMBERT, BERTRAM, STENBERG AND CZECZOK VOTED "AYE", MEMBER KOEP VOTED "NAY". b. MOVED AND SECONDED BY BERTRAM AND STENBERG TO RECOMMEND TO CITY COUNCIL FOR REVIEW AND APPROVAL OF THE TAC DECISION TO AWARD THE TRANSIT CONTRACT TO BLUE EARTH BLUE SKY (JEFFERSON LINES). MEMBER'S LAMBERT, BERTRAM, STENBERG AND CZECZOK VOTED "AYE", MEMBER KOEP VOTED "NAY".	
Recommended Action/Motion: Staff recommends approval of the award of the 3rd Party Operations Contract for Brainerd and Crow Wing County Public Transit to Blue Earth Blue Sky (Jefferson Lines) per the above TAC recommendation.	
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> See attached memo and cost evaluation for detailed cost information and subsequent year budget information.	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer/Interim PW Director Paul Sandy

DATE: June 16, 2021

SUBJECT: Brainerd and Crow Wing County Public Transit 3rd Party Contractor Proposals

At the TAC meeting held on June 14, 2021, the Brainerd Transportation Advisory Committee went through a process of reviewing and scoring proposals based on “Best Value Procurement” methodology.

Proposals were received and reviewed by public transit staff for completeness on June 7, 2021. It is important to note that the deadline for submissions of proposals was extended due to no proposals being received after the first deadline. Two proposals were received from Brainerd Bus Lines, LLC and Jefferson Partners LP Blue Earth Blue Sky. After initial review of the contents of each proposal completed by staff, Blue Earth Blue Sky’s proposal was found to be complete based on the submission requirements. Brainerd Bus Line’s proposals was found to be incomplete. Based upon that information and after consultation with the City’s MnDOT project manager, Brainerd Bus Lines, LLC was given a 24-hour time frame to respond to the incomplete areas of the proposal. Brainerd Bus Line’s did respond within the 24 hours with additional information, but the information submitted was still incomplete from the required submittals per the RFP document. The Transportation Advisory Committee members were given the proposal documents devoid of any cost proposals on June 10, 2021 along with instructions on how to complete the scoring on an individual basis. An explanation of the scoring process is below.

Scoring Process

The scoring process used in evaluation of these proposals is called best value procurement and is guided by State and FTA guidance. Being this is a service provided by a 3rd party contractor, it is not subject to bid law. Moreover, when the recommendation comes to the City Council, all components of the review have been completed public transit staff and the TAC. The TAC is recommending the proposer who provides the most advantageous offer by evaluation and comparing all factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A ‘premium’ is the difference between the prices of the lowest priced proposal and the one that the board believes offers the best value. All contents of the proposal and the writeup within the proposal documents become contractual

in nature, and thus, premium offerings provided by a service provider are considered in this evaluation process.

The TAC members were given the proposals and scoring sheets on June 10, 2021 for completion before the scheduled TAC meeting. The TAC members scored each proposal respective to the RFP requirements and submitted their proposed scores at the meeting. The attached scores provided by the TAC are attached. 3 members had their scores available at the meeting, and the remaining two were given time during a recess period to review and score the applications as submitted. It is important to also note that two members of the TAC decided not to score Brainerd Bus Lines' proposal due to the incomplete nature of the proposal.

Once scoring of the content was complete, the TAC was able to review the pricing provided by each contractor. Any accepted proprietary information would be redacted. There was nothing that staff found that was proprietary in nature that would not be considered a public document.

Based on the scoring, best value analysis, and discussion at the TAC meeting, the TAC elected on a 4-1 vote to accept the scoring performed by the committee and to recommend award of the contract to Jefferson Partners LP Blue Earth Blue Sky. Due to this recommendation, staff was able to meet with Blue Earth Blue Sky to review their cost proposal to negotiate the terms and conditions/costs of their proposals on June 16, 2021. Staff is still currently in the negotiation phase of this proposal. The proposal offer before any reduction from negotiations from Blue Earth Blue Sky represents an average yearly increase in service cost of \$220,950.97 over 2021 budgeted costs of which Brainerd's respective share (46% of the 15%) is \$82,624. This represents an increase over our current 3rd party contractor adopted 2021 budget of \$33,880.

Discussion over cost increase of one proposal over the other also took place at the meeting. The discussion revolved around the increased cost and value within the selected proposal over the low-cost proposal and what the intention is to cover future additional costs if the low proposal is not selected. Due to COVID, public transit in the year 2022 will not have a local share requirement but will allow for a 2% inflationary increase from the 2021 budget figures. With the no local share requirement, the city and each of these agencies can bank any revenue collected (above the budgeted revenue collected) over the next year to offset additional service costs for the 3rd party contractor, as negotiated. The current local share breakdown is as follows: Brainerd is responsible for 46%, Crow Wing County is responsible for 35%, the City of Baxter is responsible for 12%, and Pine River is responsible for 7% based on cooperative agreements to provide transit service with each agency. Based on the math provided at the meeting, the City of Brainerd will have enough fare revenue in 2022 saved to cover the additional negotiated cost of the 3rd party contractor for the 3-year contract cycle while maintaining a balanced budget.

Next Steps

The City Council is the final authority as it is related to these services. Based on MnDOT recommendations, no other discussions typically occur during the meeting other than the discussion and presentation from the appointed person of the TAC. The City Council provides their approval or not to enter a contract with the preferred provider contingent on MnDOT's final approval. The presentation and recommendation are the final step of the process. Lobbying by potential vendors for this service is not appropriate at the meeting. All decisions made by the City Council are subject to MnDOT approval.

Chair Jeff Czeczok and staff will be available at the meeting to answer any questions the Committee and Council may have about this process, or the recommendation provided to the Committee and Council tonight.

Transit RFP Score Scores		Evaluators									
Evaluation Factor	Max Score	Jeff Czczok		Mary Koep		Nathan Bertram		Doug Stenberg		Jan Lambert	
		Blue Earth Blue Sky	Brainerd Bus Lines, Inc. (reject)	Blue Earth Blue Sky	Brainerd Bus Lines, Inc.	Blue Earth Blue Sky	Brainerd Bus Lines, Inc.	Blue Earth Blue Sky	Brainerd Bus Lines, Inc.	Blue Earth Blue Sky	Brainerd Bus Lines, Inc. (reject)
		Technical/Operations (40%)		Technical/Operations (40%)		Technical/Operations (40%)		Technical/Operations (40%)		Technical/Operations (40%)	
Qualifications/Experience	10	8	0	8	10	10	10	6	5	9	0
Personnel Plan	10	10	0	6	10	9	6	6	3	9	0
Proposed Management and Operations Plan	10	8	0	6	9	9	6	6	3	9	0
Proposed Maintenance and Equipment Plan	10	10	0	6	9	10	6	6	3	9	0
Subtotal - Technical/Operations	40	36	0	26	38	38	28	24	14	36	0

Proposed Personnel (20%)	Max Score	Proposed Personnel (20%)		Proposed Personnel (20%)		Proposed Personnel (20%)		Proposed Personnel (20%)		Proposed Personnel (20%)	
Qualifications and Experience of Proposed General Manager	4	4	0	3	4	3	2	3	2	3	0
Proposal to comply with Labor Requirements and Proposed Wage and Benefit Plan	4	4	0	4	4	3	0	3	3	3	0
Qualifications and Experience of Proposal Maintenance Manager and/or Plan	4	3	0	4	4	4	3	4	3	3	0
Qualifications and Experieince of Proposal Operations Manager	4	3	0	3	4	4	2	3	2	3	0
Recruiting, Hiring, Training, and Retaining Program for Drivers and Dispatchers	4	4	0	3	4	4	4	3	3	4	0
Subtotal - Personnel	20	18	0	17	20	18	11	16	13	16	0

Performance/Financial (20%)	Max Score	Performance/Financial (20%)		Performance/Financial (20%)		Performance/Financial (20%)		Performance/Financial (20%)		Performance/Financial (20%)	
Applicability of Past Performance/References	4	4	0	3	4	4	4	3	2	4	0
Credit Referenced and Financial Ability	4	4	0	4	4	4	3	3	2	4	0
Responsiveness of Proposed in Address/Correcting Problems	4	4	0	4	4	4	2	3	2	4	0
Management Staff's Ability to Meet Expectations and Needs of the Transit Agency	4	4	0	3	4	4	2	3	2	4	0
Proposer Customer Service	4	4	0	3	3	4	2	3	3	4	0
Subtotal - Performance/Financial	20	20	0	17	19	20	13	15	11	20	0

Management Plan (20%)	Max Score	Management Plan (20%)		Management Plan (20%)		Management Plan (20%)		Management Plan (20%)		Management Plan (20%)	
Ability to Conform to Management Plan	7	7	0	7	7	6	4	4	3	6	0
Interviews with Proposed Management Staff											
Financial Worksheet and Financial Proposal	6	5	0	2	6	3	5	3	4	5	0
Subtotal - Management Plan	13	12	0	9	13	9	9	7	7	11	0

Total	93	86	0	69	90	85	61	62	45	83	0
Average	Blue Earth Blue Sky		77								
	Brainerd Bus Lines, LLC		39.2								

Proposal Financial Evaluation

Financial	3-Yr Contract	Contract/Yr (Av.)	15% Share (1 yr)	15% Share (3 yr)	50% City of Brainerd Share
Brainerd Bus Lines, LLC	\$ 2,324,396.25	\$ 774,798.75	\$ 348,659.44	\$ 116,219.81	\$ 53,461.11
Blue Earth Blue Sky	\$ 3,592,330.00	\$ 1,197,443.33	\$ 538,849.50	\$ 179,616.50	\$ 82,623.59

Difference	\$ 1,267,933.75	\$ 422,644.58	\$ 190,190.06	\$ 63,396.69	\$ 29,162.48
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Current Contract

Productive Alternatives, Inc.	\$ 2,119,323.50	\$ 706,441.17	\$ 317,898.53	\$ 105,966.18	\$ 48,744.44
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Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Event/Street Closure Application - Concert for Kids

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: All
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is an Event/Parking Lot Closure Application for the Concert for Kids put on by the Lakes Area Music Festival to be held in the Library parking lot on August 7, 2021 from 9am - 11am.	
Alternatives, Options, Effects on Others/Comments: The event consists of a string orchestra for an outdoor kids event, hosted by Alexander Pena. The concert is in partnership with the Brainerd Public Library Children's Center and is free to the public. The applicant intends on bring cords to utilize power from the library. There will be amplified sound for the event. There were no comments from other departments in regards to the event. Engineering staff have been involved in the planning of the event with the Library from the traffic control perspective and will continue that coordination up to the event.	
Recommended Action/Motion: Staff recommends approval of the Event/Parking Lot Closure Application for the Concert for Kids.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



SPECIAL EVENT APPLICATION

Date of Application: 6/8/2021

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

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

Name of event: Concert for Kids

Organizer Information

Organizer's Name: Lakes Area Music Festival
Organizer's Address: P.O. Box 96 Brainerd, MN 56401
Event Contact Person: Scott Lykins
Event Contact Daytime Phone: (218)-275-5263, (218)-ask-lamf
Event Contact E-mail Address: Scott@lakesareamusic.org
Contact Name/Number Day of Event: (585)355-6868
For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

Applicant Name: Scott Lykins
Applicant Address: P.O. Box 96; Brainerd, MN 56401
Applicant Phone: (585)355-6868
Applicant E-mail Address: Scott@lakesareamusic.org

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
08/7/2021	9a.m.	11a.m.	Brainerd Library Parking Lot

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

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

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

Description of Activities

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

A string orchestra for an outdoor kids concert, hosted by ALEXander Pena.

This concert is in partnership with the Brainerd public library children's center.

This is a free concert.

Site Information

Electrical usage

☒

Yes

☐

No

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

We will need a power source for amplified sound.

We intend to provide power with extension cords and a plug in at the library.

Amplified Sound

☒

Yes

☐

No

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

Microphones feeding into a dual speaker system.

A 9am sound check, and a concert from 10-11am.

Restrooms provided

☐

Yes

☒

No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☐

Yes

☒

No

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

Trash Receptacle Disposal

☐

Yes

☒

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

N/A

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

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

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

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

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

Hold Harmless Agreement and Insurance Information

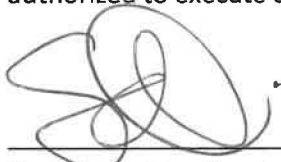
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

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

Signature of Event Applicant

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



Signature of Applicant

Scott Lykins

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>ok, 6/14</u>	<u>None</u>
City Administration	<u>ok, 6/14</u>	<u>None</u>
Engineering Department	<u>ok, 6/14</u>	<u>Traffic Control will be dropped of on Friday 8/6</u>
Fire Department	<u>ok, 6/14</u>	<u>None</u>
Fire Support/EMS	<u>ok, 6/14</u>	<u>None</u>
Parks Department	<u>ok, 6/14</u>	<u>None</u>
Planning Department	<u>ok, 6/14</u>	<u>None</u>
Police Department	<u>ok, 6/14</u>	<u>None</u>

Event Application Approval

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

City Administrator

Date

Approval Conditions

Request for traffic control has been submitted and coordinated with street department staff.
Library has been coordinating with City staff for the event already, no further conditions
were proposed.

Certification of Street Closure Approval

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



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Review Event/Street Closure Application - Here for Good Market

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: The Here for Good Market in Downtown Brainerd has been held on Tuesday for the past two weeks, and per direction from the Safety and Public Works Committee, staff has brought this item back to the agenda to review the event and make any modifications that the Committee feel necessary.	
Alternatives, Options, Effects on Others/Comments: Staff has heard nothing but good comments from the event, and both traffic control setups and street preparation have gone smoothly for the past two weeks. Police Chief Bestul has reported that the closures have gone well with very few to no cars having to be towed away. Traffic control was dropped off the day before the event, and the event organizers are storing the devices throughout the summer for ease of set-up and tear down. The approved event application is attached. The applicant closed down half the block on June 8 and the full block on June 15 with no apparent issues.	
Recommended Action/Motion: Discussion of the event. No formal motion is recommended unless the Committee or Council have further direction to staff regarding this event.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



SPECIAL EVENT APPLICATION

Date of Application: 4/17/21

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event:

☐
☒

Event – City Parking Lot
Event with Street Closure

☐
☐

Event – City Park
Other _____

Name of event: Here For Good Market presented By the DDBC

Organizer Information

Organizer's Name:

Destination Downtown Brainerd Coalition

Organizer's Address:

707 Laurel St. Brainerd, Mn 56401

Event Contact Person:

Rylie Weber

Event Contact Daytime Phone:

218-831-4870

Event Contact E-mail Address:

rylie@downtownbrainerd.org

Contact Name/Number Day of Event:

Rylie Weber - 218-831-4870

For Profit/Nonprofit Status (type):

Nonprofit

Applicant information (if different from the event organizer):

Applicant Name:

Same

Applicant Address:

Applicant Phone:

Applicant E-mail Address:

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
Tuesdays June 8, 2021 – August 31, 2021	1 pm	8:30 pm	Street closures of 7th between Front & Laurel

☒ Recurring event (requires only one application submittal per year.) Indicate all event dates and times above.

* Conditional 2-week approval to try closure.

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

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

Description of Activities

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

The event is a weekly farmers market coordinated by the DDBU there will be vendors selling goods as well as live music & demos by local businesses.

Site Information

Electrical usage

☒

Yes

☐

No

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

potentially will need electrical hook up for live music
and demonstrations to seventh street

Amplified Sound

☒

Yes

☐

No

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

potentially speakers for live music performers - speakers
will be provided by musicians

Restrooms provided

☐

Yes

☒

No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

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

Sandwich boards & canvas banners w/ DBFC Farmer's
Market logo. located on front of 7th / Laurel and 7th

Trash Receptacle Disposal

☐

Yes

☒

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

~~South~~ South 7th Street between front & Laurel St.

Date and time for beginning of street closures: Tuesdays (June 8 - Aug 31) @ Noon

Date and time for reopening of streets: Tuesdays (June 8 - Aug 31) 9pm

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

Vendor stations will only be set up on the proposed closed street, leaving side walks clear for pedestrian flow for patrons and residents.

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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



Signature of Applicant



Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	OK	Any power needs coordinate through BPV staff.
City Administration	OK	None
Engineering Department	OK	Traffic Control for closure can be provided. Call Shawn @ 218-513-4412 to coordinate drop-off.
Fire Department	OK	None
Fire Support/EMS	OK	None
Parks Department	OK	None
Planning Department	OK	See below.
Police Department	OK	See below

Event Application Approval

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



City Administrator or Parks & Recreation Director

5/4/21

Date

Approval Conditions

Approval is based on following conditions:

1. Approval from adjacent businesses near closure should be obtained.
2. Coordinate Power needs w/ BPV staff.
3. Coordinate Traffic Control w/ Shawn at Street Dept. - 218-513-4412
4. Applicant should meet with police staff and come up w/ plan to clear street before event each Tuesday.
5. Remove all signs/banners after the event.

Certification of Street Closure Approval

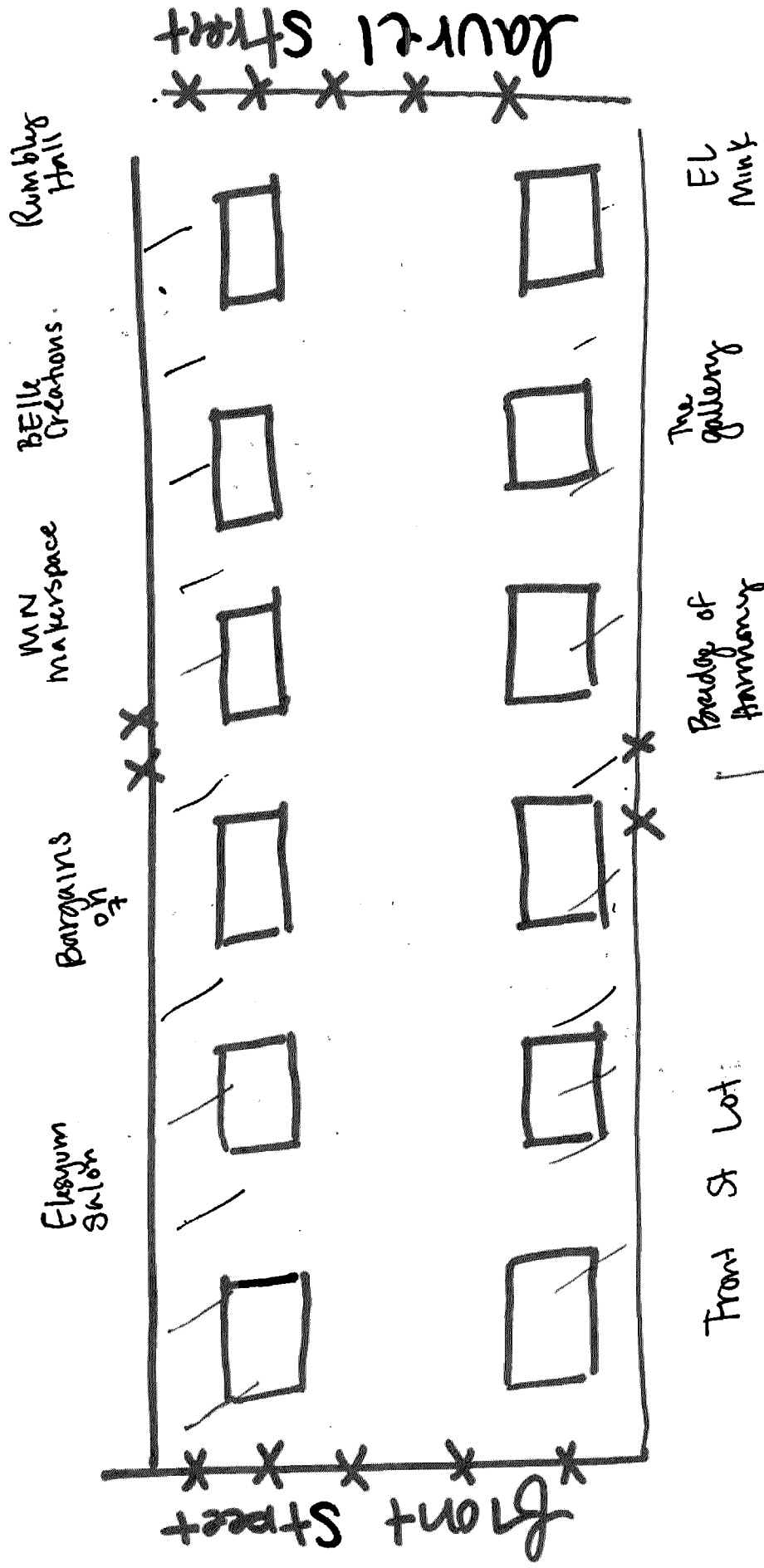
The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):

* Side walks will be open for foot traffic

* 12-20 10x10 Foot prints for vendors

* 6ft+ between Vendor Stations

X = barricades to Hwy 3 streets



DDP Market Drawing - For Question, Contact Julie 218-831-4870



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2021

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

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

PRODUCER Advantage 1 Insurance 3801 N 3rd Street SAINT CLOUD, MN 56303	CONTACT NAME: Beth Fiedler	
	PHONE (A/C, No, Ext): (320)252-6650 FAX (A/C, No): (320)252-7536	
	E-MAIL ADDRESS: Bethf@advantageoneins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual	15350
INSURED MINNESOTA FARMERS' MARKET ASSOCIATION Destination Downtown Brainerd Coalition 707 Laurel Street Suite A Brainerd, MN 56401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 90007830-11739635 **REVISION NUMBER:** 715

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		A091325	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$	X		A091325	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000
							CLAIMS-MADE
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Listed as Additional Insured in regards to General Liability - City of Brainerd 501 Laurel Street Brainerd MN 56401, Brainerd Restoration DBA Destination Downtown brainerd Coalition PO Boxx 1216 Brainerd MN 56401

CERTIFICATE HOLDER

Here for Good Market Downtown Brainerd - 7th Street Between Front and Laurel Brainerd, MN 56401
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE  (BJF)

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Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider State Park Road Grant Application Proposal from Widseth

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5-10 Minutes
Summary of Issue: Attached to this request is a proposal from Widseth to submit a State Park Road Application for Lum Park Road.	
Alternatives, Options, Effects on Others/Comments: This idea was forwarded to staff by Alderman O'Day. The State Park Road Account assists Cities, Townships, and Counties with improving local public roadway access to public boat launches and water accesses and state parks, trails, and campgrounds. The proposal you have in front of you today is for the application that the City would need to submit for Lum Park Road. Lum Park Road is in need of reconstruction, and staff thought it would be a great opportunity to apply for the funding through this program to enhance the road surface, provide some aesthetic treatments at our entrance to the park, and get a majority of the project costs funded for a street that is already in need of some attention. Applications are due on November 1st with announcements typically made in April of the following year. Eligible project costs are construction, right-of way acquisition (if needed), wetland mitigation (if needed). Engineering and project administration are also an eligible cost. Widseth's proposal of services are provided in the attached proposal. The proposed fee for services for the application submittal by Widseth is \$2,300.	
Recommended Action/Motion: Staff recommends authorizing the attached proposal and entering into a professional services agreement with Widseth for the SPRA Application submitted for Lum Park Road in the total amount of \$2,300.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>2,300</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> Staff recommends that the funds for this application come from Construction Fund 401.	

June 9, 2021

Paul Sandy, PE
City Hall
501 Laurel Street
Brainerd, MN 56401

**RE: *Proposal for Professional Services
State Park Road Account (SPRA) Funding Application
Lum Park Road (14th and 15th NE / J Street)***

Dear Paul:

Thank you for your interest in our services and experience associated with the SPRA program. We have completed 10+ successful SPRA-funded projects for Cities and Townships in the surrounding 5-County area and 20+ throughout the remainder of the State that were funded using SPRA State-Aid funds. This program assists Cities, Townships and Counties with improving local public roadway access to public boat launches and water accesses and state parks, trails and campgrounds.

This brief proposal for services is for assisting the City of Brainerd with preparing the information needed to apply for funding in this next funding year cycle. Applications are due by November 1, 2021 and funding announcements are typically made the following April. Eligible project costs include construction costs. The cost of right-of-way acquisition and wetland mitigation are also eligible grant costs, if necessary. All construction, wetland mitigation and right-of-way costs not covered by the grant are local costs, as well as the cost of surveying, engineering, and project administration.

Our scope of services for this proposal is for the funding application stage, which includes:

1. Project area site review to determine existing conditions.
2. Review of available traffic count information and/or estimation of average daily traffic.
3. Preparation of a project map that identifies the project termini and proposed improvements consistent with State Park Road Standards.
4. Preparation of an engineering estimate with construction cost contingency that will be used to apply for funding.
5. We will review the project with the local DNR unit manager and seek a letter of support for the project.
6. We will draft an application letter requesting funding on behalf of the City and assist with the submittal process if needed.
7. We will incorporate potential roadway improvements with the ongoing Lum Park Master Planning that we are currently completing for the City of Brainerd.

City of Brainerd
State Park Road Account (SPRA) Funding Application
June 9, 2021

Our proposed fee for the services described is a lump-sum of \$2,300.00. If this proposal is satisfactory, please sign and return one copy to our office as our notice to proceed. Thank you for your consideration of our firm and the value and experience we will bring to improve this portion of the City's infrastructure with this program.

Sincerely,

WIDSETH SMITH NOLTING AND ASSOCIATES, INC. (WIDSETH)



Gail Leverson
Funding Specialist

Attachments: General Provisions of Professional Services Agreement

Proposed by Widseth Smith Nolting & Assoc., Inc. (Widseth)



David S. Reese, Vice President

Accepted by City of Brainerd

_____ Date

General Professional Service Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WIDSETH

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

1. A Lump Sum method of payment for WIDSETH's services shall apply to all projects for which WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage Fee structure or an Hourly Rate method of payment for WIDSETH's services shall apply to all projects for which WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage Fee structure method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to the CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

- (a) Travel and subsistence.
- (b) Specialized computer services or programs.
- (c) Outside professional and technical services with cost defined as the amount billed to WIDSETH.
- (d) Identifiable reproduction and reprographic costs.
- (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computation made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE CLIE T RE PO IBILITE

A. To permit WIDS TH to perform the services required hereunder, the CLI NT shall supply, in proper time and sequence, the following at no expense to WIDS TH:

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any xhibits attached hereto.

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

ARTICLE 8 OPI IO OF CO T

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

ARTICLE 9 CO TRUCTIO PHA E SERVICE

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

ARTICLE 10 REVIEW OF HOP DRAWI G A D UBMITTAL

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

ARTICLE 11 REVIEW OF PAY APPLICATIO

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

ARTICLE 2 REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 3 CONSTRUCTION OBSERVATION

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

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

ARTICLE 4 BETTERMENT

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

ARTICLE 5 CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 6 CONTINGENCY FUND

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

ARTICLE 7 INSURANCE

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

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

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

ARTICLE 8 ASSIGNMENT

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

ARTICLE 9 NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 10 CORPORATE PROTECTION

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

ARTICLE 11 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 12 ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all the use named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 13 NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 14 SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 15 PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM UNTIL 30 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE**



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Quotes for Improvement 21-03 - 2021 Large Patch Project

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is the quote we received from Knife River Corporation for our 2021 large patching project.	
Alternatives, Options, Effects on Others/Comments: We solicited quoted from both Anderson Brothers and Knife River and received 1 quote in return from Knife River. A list of the patch locations that have been identified on the project can also be seen attached. The purpose of this project is to reduce areas of frequent maintenance and pothole patching on streets that are not within the 5-year capital improvement plan. This project removes larger areas of the street and replaces the gravel and asphalt with a hot-mix asphalt patch. Unlike pothole patching, this is a more permanent solution and helps to push some of the streets that may need resurfacing or reconstruction 5-10 years from now a little more down the road. It is important to note that this is by far the most patches we have gotten for the \$50,000 budget, so staff is very pleased with the outcome of the prices submitted by Knife River.	
Recommended Action/Motion: Staff recommends authorization of the quote with Knife River in the total amount of \$48,937.50 for Improvement 21-03 - 2021 Large Patch Project.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>48,937.50</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> We budget \$50,000/yr in large patches out of Construction Fund 401 for this improvement.	

Quote for Brainerd Patching Project

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KNIFE RIVER CORPORATION - NC

4787 Shadow Wood Drive NE

Sauk Rapids, MN 56379

Phone: (320) 251-9472

Fax: (320) 258-2940

Bond: Included

Sales Tax: Included

Bid Date:

Quote To: Paul Sandy
City of Brainerd
501 Laurel Street
Brainerd MN 56401

Phone: (218) -45-4-3411

Fax:

Email: psandy@ci.brainerd.mn.us

Quote is valid for 15 days.

Item	Description	Quantity	Unit	Unit Price	Extension
10	Sawcut, Remove and Replace CL-5 and Bit	13,050.000	SF	3.750	48,937.50
Total Quote: \$					48,937.50

Inclusions/Exclusions:

NOTES:

1. Quote is valid for 15 days.

PAYMENT TERMS:

1. To accept this proposal, sign and return a copy to Knife River Corp.
2. A valid credit account with Knife River Corp. is required before work will be scheduled.
3. No retainage is provided for in this quotation or per owner as required in plans and spec's. Any deducts due to material deficiencies must be in writing and Knife River Corp. notified prior to the invoice being due.
4. All work becomes due and payable within 30 days of the invoice. Balances beyond 30 days are subject to finance charges in accordance with the credit agreement.

ACCEPTANCE:

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices.

Your signature indicates you agree to the prices, specifications and conditions as stated. It gives us authorization to do the work specified and payment will be made as outlined above.

Signature: _____

Signature: Adam J. Sumner

Printed Name: _____

Printed Name: Adam J. Sumner

Title: _____

Title: Estimator/Project Manager

Firm: _____

Firm: Knife River Corporation - North Central

Date: _____

Date: 6-15-21

PATCH	SIZE SQ FT	SIZE SQ YD
401 B street	247	27
6 ave NE north of E St	374	42
6 ave NE north of E St	108	12
6 Ave NE south of F St	280	31
6 Ave NE south of F St	192	21
6 Ave NE north of F St	220	24
6 Ave NE south of G St	516	57
6 Ave NE south of G St	204	23
6th Ave NE north of G St	340	38
6th Ave NE south of H St	350	39
Lum Park Boat Landing	626	70
Alley behind 421 Washington St	544	60
1202 11 Ave NE	444	49
Maple St at 16th SE	150	17
Maple St west of 17th SE	1120	124
Maple St at 18th SE	180	20
410 E River Road	295	33
E River Road at Jenny St	170	19
14th SE north of Oak St	1376	153
Greenwood St at Nursing Home Entrance	196	22
North of 1924 10th St S	143	16
1916 10th St S North Entrance	204	23
Alley between NW 4th St & NW 5th St, Charles St to Washington St	1760	196
1224 M St	770	86
1324 M St	912	101
818 19th St SE	768	85
14th St SE west alley approach between Quince St and Pine St	165	18
1308 M St	396	44
Total	13050	1450



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Scope of Services Modification for 2021 Gully Erosion Study with HRGreen

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: In the 2021 budget, there were two major stormwater project/studies that were budgeted from the storm sewer fund being the MS4/SWPPP update and a Gully Erosion Study, both performed by our consultant HRGreen.	
Alternatives, Options, Effects on Others/Comments: See attached memo for information and details regarding this request and plans moving forward, if the Committee and Council agree to this change in scope.	
Recommended Action/Motion: Staff recommends authorization to enter into professional services agreements with HRGreen for the Buffalo Hills Gully Stabilization Project and authorizing the amendment to the MS4 Program update with HRGreen as as seen attached to this request.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>125,000</u> <i>Is this budgeted?</i> ☒ Yes ☒ No <i>Please Explain:</i> Approximately \$110,000 of the \$125,000 is budgeted. The last \$15,000 would be paid from Storm Sewer Fund 238.	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer/Interim PW Director Sandy

DATE: June 21, 2021

SUBJECT: Change to Scope of Services for 2021 Gully Erosion Study

In 2021, staff had budgeted out of the Storm Sewer Fund 238 to large update/study projects related to our MS4/SWPPP and a City-wide gully erosion study. In total, the MS4/SWPPP update budget was \$105,000 and the gully erosion study was budgeted to expend \$50,000. To date on the MS4/SWPPP update, the City has expended \$14,985 for the MS4/SWPPP update. Over the next year, we anticipate using approximately another \$30,000 of this budget to complete the update for a total estimated update cost of about \$45,000. This leaves approximately \$60,000 of budget for this study that is un-used.

Gully Erosion Study Preliminary Findings

Staff along with representatives from HRGreen and the Crow Wing County Soil and Water Conservation District performed a walkthrough of known gully washouts in Brainerd that are due to pipe outfalls that outlet to sandy soil and thus erode the soils in the path of the water to its destination at the Mississippi River. The first gully that was reviewed is in Buffalo Hills near Carol Lane. This culvert under Buffalo Hills Lane not only receives portions of storm sewer runoff from adjacent City Streets, but also received a large amount of water from the southerly part of Brainerd in low lying areas near Highway 371B and south near the Industrial Park.

During the walkthrough of this gully washout, it became evident to those involved that this gully, over the many years it has been continuing to flow through this area, has become an issue for some of the property owners who abut the gully area and also has become an issue related to the City's MS4 permit along with the pending Waste Load Allocation that the City will be responsible for in 2026 during the next MS4 permit cycle.

The gully has become so severe that there is a potential for property damage/loss in the next few years.

It is important to note that this gully is not all the City's problem and will become a large multi-jurisdictional project including potential partners of Crow Wing County SWCD, Crow Wing County, the Board of Soil and Water Resources, and other contributing entities. The main issue

that comes with this area is the sandy, non-cohesive soils in this area contribute the issue, and once erosion starts, it can become severe very quickly.

Proposed Contract Modifications with HRGreen

Once this gully was reviewed in its entirety, it became clear that we should change focus and concentrate fully on getting this gully issue resolved as quickly as possible.

Staff has attached two proposal amendments in which address these modifications as have been indicated previously. The first amendment is to amend the total cost of the MS4/SWPPP update from a total cost of \$105,000 to \$45,000. The second proposed amendment includes a scope change from studying multiple gully areas in Brainerd and refocusing all the effort on the gully in Buffalo Hills.

The new gully proposal includes taking the existing conditions, performing some initial public meetings with those properties effected by this gully and let them know what the City is working on, doing preliminary site findings, performing topographic survey, doing preliminary and final design of a solution that will resolve the issue, providing estimated costs for the project, providing more public meetings with the solution intended to be implemented, then preparing a grant application to get a large majority of the project funded.

The total cost of the proposal amendment provided by HRGreen for this work is a cost not to exceed \$125,000. The intent would be to use the cost savings of \$60,000 from the MS4/SWPPP update that was budgeted along with using the entire \$50,000 from the gully study that was to be performed in 2021. This leaves this change of scope at \$15,000 over the budgeted amount, but provides the City with a project to be able to construct in the next 12-24 months dependent on the success of obtaining funding to construct the proposed improvements.

This project will be a benefit to the City long term with the impending waste load allocation (WLA) that will come along with the next MS4 permit. The City will be allocated a certain load of sediment it must reduce to the Mississippi River in the coming permit cycle. A project like this may be able to prove that the City has already reduced its waste load to the river to the amount indicated in the impending permit and will have the WLA covered before the permit is even issued.

Staff will be available at the meeting to explain this in more detail and answer any questions the Committee and Council may have regarding this issue.



DRAFT PROFESSIONAL SERVICES AGREEMENT

For

**Engineering Services
For
Buffalo Hills Gully Stabilization**

Paul Sandy, City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(218) 454-3411

Shawn Tracy, Lead Scientist
HR Green, Inc.
2550 University Avenue W. | Suite 400N
St. Paul, MN 55114-2015
201531

06/16/2021

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8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between Brainerd, MN (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT is requesting engineering services of COMPANY including plan set development for stabilization of a gully draining from Buffalo Hills Lane to Little Buffalo Creek. The goals of the project are to achieve a significant reduction in erosion and sediment transport to Little Buffalo Creek and the Mississippi River, stabilization of gully side slopes, and improved aesthetics within the gully as well as to inform stakeholders of the gully's history and its drainage area to provide an accurate understanding of how it may be managed. Property owners adjacent to the gully are concerned with risks to homes and outbuildings as the gully continues to expand. Currently, several of the property owners are under the assumption that the development of the Buffalo Hills residential area has led to an increased rate of the gully's erosion and spatial extent. The CLIENT does not own or manage the gully and does not currently have drainage easements in place within the private lands containing the gully. A large stormwater detention pond services the majority of stormwater runoff from the Buffalo Hills development upstream of the gully.

1.2 Design Criteria/Assumptions

- The previously completed infrastructure survey and measure downs completed for the Brainerd XPSWMM model by HR Green will be supplemented with additional survey.
- The 100-year modeled flows and velocities from the XPSWMM model will be used to determine the level of protection needed for the Gully stabilization treatments.
- Pre- and Post-Treatment sediment yields will use a combination of Board of Water and Soil Resources tools and Wildland Hydrology's Bank Erosion Hazard Index method in conjunction with surveys.
- Construction easements will be required and obtained for this project.
- No wetland delineation will be required within the gully.
- No construction engineering services are included within this scope of work including development of front-end specifications, advertisement of bids, scoring of bids, permitting, etc.
- No grant writing or other funding acquisition activities are included within this scope of services.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Task 1: Project Management and Administration

2.1.1 Develop Project Instructions, Schedule, Detailed Work Plan and Scope

Prepare written instruction for consultant staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget information and other important elements for the project. Establish a detailed project

scope and project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

2.1.2 Coordination with City

Maintain communications with the CLIENT. Meet with City staff to review progress and to discuss specific elements of the project as necessary. Prepare minutes of meetings and keep documentation of other communications. Up to three (3) design review meetings are anticipated and included in this scope of services. It is assumed that meetings will be held remotely. For budgeting purposes, it is assumed the meetings will be attended by up to two (2) staff members of the COMPANY. The following meetings are included with the scope of work:

- 30% Preliminary Plan Phase – one (1) meeting
- 60% Preliminary Plan Phase – one (1) meeting
- Final Plan Phase – one (1) meeting

2.1.3 Project Management, Monitoring, and Progress Reports

Coordinate with the design team and the CLIENT regarding project activities, meetings, and deliverables. Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. This includes the preparation and submission of monthly invoicing and progress reports.

2.1.4 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan. Formal quality control reviews will be completed at the Preliminary and Final Plan Design phases of the project.

2.2 Task 2: Public Involvement

2.2.1 Communication Plan

Prepare a public communication plan that will include presenting at city council meetings and a public information meeting. Work with the CLIENT to ensure that the public is appropriately notified and the meetings are conducted. Maintain a project contact list and update it as necessary to include local officials, agencies, funding partners, and interested parties.

The communication process also includes working with owners of private property on which projects are to be constructed and coordinating with adjacent property owners for access, project information dissemination, and facilitation of general project purpose, implementation and understanding.

2.2.2 City Council Meetings

Attend up to two (2) City Council meetings to update the council and the public on progress of the project and gather information on the concerns, priorities, and specific issues of the CLIENT, adjacent property owners, and other affected parties. For budget purposes, it is anticipated that the meetings will be attended remotely by

one (1) staff member of the COMPANY. The CLIENT will be responsible for notifying the public of the meetings.

2.2.3 Public Information Meeting

Conduct two (2) open house style public information meetings attended by two (2) staff members of the COMPANY. The first meeting will be held prior to submittal of the 30% design completion and be focused on presenting the workplan of the project including phases, timelines and initial goals. This initial meeting will describe the evolution and likely evolutionary trajectory of the gully and its implications as well as an overview of its drainage area, contributing hydrology by sub-drainage areas, and potential stakeholders for implementation and funding. Comments from the public will be recorded at this meeting. The second meeting will be held upon completion of the 30% preliminary design to present the preferred option and layout of the proposed stabilization strategy(-ies). A refined workplan and timeline will be presented, and public comments will be incorporated. The open houses will follow a format that includes a brief summary of the project and exhibits where interested parties can review different elements of the project and ask questions. This task includes preparation of display materials.

Exhibits may include:

- Aerial map showing existing features and proposed improvements in the project area
- Information boards/graphics, which may include design drawings and project development steps/schedule
- Pre-addressed public comment sheets for solicitation of public input

All materials for the public information meeting will be submitted to the CLIENT for review prior to the scheduled meeting. The CLIENT will be responsible for reserving an appropriate meeting facility and notifying the public of the meeting through published public meeting notices. Following the public information meeting, prepare a log of oral and written input.

2.3 Task 3: Data Collection and Base Mapping

2.3.1 Survey

Survey tasks for the proposed project area will be completed by the Technical Service Area-8 North Central Joint Powers Board Engineer (JPG Engineer) as a sub-consultant to the COMPANY. The JPB Engineer recommends using a total station for data collection given the limited horizon open to satellites within the gully. COMPANY will coordinate work and communicate with the sub-consultant, including establishing the survey schedule and budget and reviewing survey deliverables. Survey deliverables to be provided by the sub-consultant include:

- Horizontal and vertical control for the project
- Topographic survey and existing digital surface
- Utility survey
- Existing easement identification and delineation

- Project Base Map in AutoCAD

2.3.2 Utility Coordination

Coordinate with representatives of the various utility companies during design of the project. This will include email and phone communiques with utility representatives to discuss the nature and extent of the project improvements, schedule, potential conflicts, and overall project coordination. Budgeted effort (total of 4 hours staff time) has been based on actual coordination time, preparation, and documentation.

2.3.3 Geotechnical

COMPANY will use Braun Intertec as a sub-contractor to perform a geotechnical investigation of the gully. Braun Intertec suggests that a field-observation of the gully, data collection and lab analysis is the best option for this site and that no soil borings are expected. A geotechnical report will be provided to COMPANY to inform the project's design. If results suggest soil borings would be required or recommended, a separate contract will be developed.

2.3.4 Environmental and Cultural Resources

2.3.4.1 Wetland Delineation

The Mississippi/Little Buffalo Creek floodplain wetland edge will be delineated to identify wetland extent. At this time, COMPANY does not expect the project to extend within the wetland area. COMPANY will prepare a Level 2 Wetland Delineation Report to describe results of a wetland delineation of the site. COMPANY will conduct wetland delineation using methods in the 1987 Corps of Engineers Wetlands Delineation Manual and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. Wetland boundaries will be recorded using sub-meter accuracy GPS, flagged, and drawn on high-resolution aerial photographs. The report will include an introduction, background information review, observed site conditions including wetland descriptions, site photographs, and figures depicting wetland delineated wetland boundaries. The report will describe individual delineated wetlands on the site by type (emergent, forested, etc.).

2.3.4.2 Existing FEMA Floodplain data will be obtained and incorporated into base mapping.

2.3.4.3 Additional

At this time, COMPANY does not expect a need for Cultural Resources Investigations, Threatened and Endangered Species, Phase 1 Environmental Site Assessments or other investigations. If the need arises do to permitting or funding requirements, an amendment can be drafted with scope and fee.

2.4 Task 4: Concept Design (30%)

The 30% design will present the layout and grades of the proposed storm sewer infrastructure and surface grading along with suggestions for surface treatments. The 30%

design includes creating a proposed gully model by expanding upon the previously created XPSWMM model of the area, sediment reduction calculations, a preliminary tech memo, as well as preliminary (30%) plan set. Items that will be included in the plans are alignment data, rough grading, structure locations, construction limits, general gully stabilization strategies and maintenance/construction access locations.

- Preliminary Tech Memo
- Anticipated Sheets:
 - Cover Sheet
 - Gully and Storm Sewer Plan and Profile Sheets (4)
 - Gully Typical Sections (2)
 - Gully Stabilization details
- 30% Design stakeholder review meeting

Assumptions

- 30% Design submission to stakeholders 1 week ahead of review meeting
- 1 hour 30% Virtual Design Review Meeting.
- City will provide comments within 2 weeks on 30% Design Plans.

2.5 Task 5: Preliminary Design (60%)

The 60% design submittal will address the 30% review comments and provide more advanced design plan sheets. The Technical memo will be expanded upon with new design information and transitioned to a Design Report.

- Anticipated Sheets:
 - Cover sheet (1)
 - Overview Sheet (1)
 - Quantity and Tabulations sheets (2)
 - Construction Notes (1)
 - Erosion Control and Storm Sewer Standard Details (10)
 - Gully Plan and Profile Sheets (8)
 - Gully Typical Sections and Details Sheets (8)
 - Erosion Control and Turf Establishment Sheets (4)
 - Stormwater Pollution Prevention Plan (SWPPP) Sheets (3)
- 60% Engineer's Opinion of Probable Cost (EOPC)
- 60% Design City review meeting

Assumptions

- 60% Design submission to stakeholders 1 week ahead of review meeting
- 1 hour 60% Virtual Design Review Meeting.

2.6 Task 6: Final Design (100%)

The 100% Design task will include the incorporation of 60% design comments and submission of final plan sets, report, EOPC and technical specifications for bidding.

- Anticipated Sheets:
 - Cover sheet (1)
 - Overview Sheet (1)
 - Quantity and Tabulations sheets (2)
 - Construction Notes (1)
 - Erosion Control and Storm Sewer Standard Details (10)
 - Channel Plan and Profile Sheets (8)

- Channel Typical Sections and Details Sheets (8)
- Erosion Control and Turf Establishment Sheets (4)
- Stormwater Pollution Prevention Plan (SWPPP) Sheets (3)
- Final Engineer's Opinion of Probable Cost (EOPC)
- Final Design Report
- Technical Specifications

Assumptions

- CLIENT will provide draft front-end specifications to COMPANY for incorporation to the bidding documents during a separate construction engineering contract.
- No comments will be received after this submittal.

3.0 Deliverables and Schedules Included in this Agreement

- Results of Geotechnical Soils Report.
- Preliminary Technical Memo (30%)
- 30% Plan Set
- 60% Plan Set
- Draft Design Report
- 60% EOPC
- 100% Plan Set
- Final Design Report
- Final EOPC
- Technical Specifications
- 2 Stakeholder Meetings
- 3 Design Review Meetings

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Flow monitoring for calibration and validation of XPSWMM model.
- Assessment of the FEMA 100-year floodplain for addition of fill.
- Future climate change effects of precipitation patterns.
- Survey beyond that defined in Scope.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

- Survey to be included by the Technical Service Area-8 Joint Powers Board Engineer.

- Geotechnical services to be provided by Braun Intertec.

6.0 Client Responsibilities

- Coordination with COMPANY PM.
- Provide available information for the site.
- Active attendance at meetings.
- Survey support.
- Review technical memo and plan sets and provide comments within 2 weeks of submittals.
- Private property owner correspondence and construction easement negotiations.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$125,000**.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Minnesota without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Minnesota.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Intellectual Property Ownership of Tendered Materials

COMPANY retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without COMPANY'S prior written consent. CLIENT shall sign COMPANY'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the COMPANY Geospatial Nondisclosure Agreement and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the COMPANY'S analysis, reports, maps, or other products, or attempt to do so.



8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Author Name

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CLIENT NAME

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



HR GREEN, INC.
DRAFT PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 16th day of June, 2021 by and between, City of Brainerd, MN the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

City of Brainerd MS4 NPDES Program Updates

hereby amends the original Professional Services Agreement dated 11/17/2020 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

- Update City Stormwater Program content to reflect remaining requirements of the 2021 MPCA NPDES MS4 Permit
 - MCM 1
 - Prepare educational materials for at least 2 specifically selected stormwater issues.
 - Update salt management education-outreach materials.
 - Update pet waste education-outreach materials.
 - MCM 2
 - Develop content for one public involvement activity that includes a pollution prevention or water quality theme to be coordinated with the Crow Wing SWCD.
 - MCM 3
 - Update regulatory mechanism to require pet owners to remove and properly dispose of feces on permittee-owned land areas.
 - Update regulatory mechanism related to proper salt storage at commercial, institutional and non-NPDES permitted industrial facilities.
 - Develop and deliver staff training for IDDE.
 - Update Enforcement Response Procedures (ERP).
 - MCM 4
 - Update regulatory mechanisms to reflect any changes in 2021 related to a possible Construction Stormwater (CSW) permit reissuance by the MPCA.
 - Update plan review checklists.
 - Update written checklist to document each site inspection for determination of compliance with the City regulatory mechanism.
 - Update ERP's to reflect new language related to MCM4.
 - MCM 5
 - Update/ensure regulatory mechanism meets water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres; For construction activity (excluding linear projects), the water quality volume must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface; and, For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface (and additional language in permit item 20.7).
 - Ensure regulatory language defines, either explicitly or by reference to the



- CSW, infiltration prohibitions.
- Update the City map/database with structural BMPs not owned or operated by the permittee.
- Update ERPs related to MCM 5.
- Update site plan review to include the water quality volume that will be treated through volume reduction practices.
- MCM 6
 - Update/ensure MCM 6 plan includes explicit language for salt storage in permit line items 21.5 and 21.6.
 - Ensure MCM plan contains language related to permit item 21.11 which calls for a timeline and plan to address maintenance needs that cannot be completed within one year of discovery of need.
 - Review Illicit Discharge Detection and Elimination plan for inclusion of new language in permit line item 21.13.

COMPANY Project Number: 201406

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per current rate schedule with a maximum fee to be increased by Thirty-Thousand Dollars (\$ 30,000)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Forty-Five Thousand Dollars (\$ 45,000).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

[CLIENT NAME]

HR GREEN, INC.

By: [typed name], [title]

By: [typed name], [title]



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Final Reading - Proposed Ordinance 1516 - Ordinance Amending the Brainerd City Charter

☐ 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: Administrator Bergman and Attorney Langel	Department: Administration
Presenter (Name & Title): Administrator Bergman and Attorney Langel	Estimated Time Needed: 15 minutes
Summary of Issue: The Charter Commission has been meeting regularly to review the Charter. They decided to review the Charter in phases: 1) Those provisions that are either duplicative of, or inconsistent with, State law; 2) Those provisions that are in the Charter but are not being done as written; and, 3) Additional items that the Commission would like to consider for discussion. The Council adopted Ordinance 1513 which was the first phase of the Charter amendments.	
Alternatives, Options, Effects on Others/Comments: After adopting Ordinance 1513, the Charter Commission began phase two of their review of the Charter. They have approved a motion to forward the recommended changes in Ordinance 1516 to the City Council for approval. The City Council held the first reading for the Proposed Ordinance 1516 at the June 7 Council meeting.	
Recommended Action/Motion: 1) Motion to hold the final reading of Proposed Ordinance No. 1516, an ordinance amending the City Charter. *To dispense with the actual reading of the ordinance, such a vote must be unanimous* 2) Motion to adopt proposed Ordinance No. 1516, an ordinance amending the City Charter.	
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. 1516

AN ORDINANCE AMENDING THE CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Chapter One of the Charter is renumbered as follows:

CHAPTER ONE
NAME, BOUNDARIES, POWERS AND DIVISIONS

1. ~~SECTION 1.~~ All that district of country in the county of Crow Wing contained within the limits and boundaries as now are or hereafter may be established shall be a City by the name of "Brainerd," and all the people now inhabiting, and those who shall hereafter inhabit the same district shall be a municipal corporation by the name of "The City of Brainerd", and by that name may sue and be sued, plead and be impleaded, in any court; make and use a common seal, and alter it at pleasure; take and hold, lease and convey, all such real personal and mixed property as the purposes of the corporation may require, or the transaction or exigencies of the business may render convenient, within or without the limits of such district; shall be capable of contracting and being contracted with, and shall have all the general powers possessed by municipal corporations at common law, and, in addition thereto, shall possess all powers hereinafter specifically granted; and all the authorities thereof shall have perpetual succession.
2. ~~SECTION 2.~~ That the Council be empowered to divide the City of Brainerd by ordinance into four (4) wards as equal in size and population as practicable. The Council must, within 60 days after each U.S. decennial census, readjust the boundaries of the four (4) wards provided there is a 10% or more deviation in population among said wards and if the Council does not do so, the Charter Commission of the City of Brainerd is empowered to do so.
 - a. **FIRST WARD:** All of the territory south of the main line of the Burlington Northern Santa Fe Railroad and east of the Mississippi River beginning at the mainline railroad tracks and following said River south to the south City limits/Woodland Hills Lane, thence east to Greenwood Street, thence south to the centerline of the South 6th Street/Business Highway 371, thence northeast to the centerline of County Road 117, thence east to the centerline of the Spur Line Trail, thence north to the centerline of Willow Street, thence west to the centerline of South 6th Street/Business Highway 371, thence north to the centerline of Rosewood Street, thence east to the centerline of South 7th Street, thence north to the centerline of Quince Street, thence east to the centerline of the Spur Line Trail, thence north to the mainline railroad tracks of the Burlington Northern Santa Fe Railroad, thence west to the Mississippi River to the point of beginning.

- b. SECOND WARD: All of the territory within the City limits west/northwest of the Mississippi River, and, southeast of the Mississippi River commencing at the intersection of the centerline of the Mississippi River and the main line of the Burlington Northern Santa Fe Railroad, thence east along the railroad tracks to the centerline of North 8th Street, thence north to the centerline of Washington Street, thence east to the centerline of North 10th Street, thence north to the centerline of Grove Street, thence east to the centerline of North 11th Street, thence north along North 11th Street to the centerline of Evergreen Avenue, thence northeast to the Public Access driveway, thence north along the driveway to the centerline of the Mississippi River.
- c. THIRD WARD: All of the territory north of the main line of the Burlington Northern Railroad and east of a line commencing at the intersection of the Burlington Northern Santa Fe main line track and the centerline of North 8th Street, thence north along North 8th Street to the centerline of Washington Street, thence east to the centerline of North 10th Street, thence north to center line of Grove Street, thence east to the centerline of North 11th Street, thence north to the centerline of Evergreen Avenue, thence northeast to the Public Access Driveway, thence north along the driveway to the centerline of the Mississippi River, thence northeasterly along the centerline of the Mississippi River to the east City limits.
- d. FOURTH WARD: All of the territory South of the main line of the Burlington Northern Railroad and east of a line commencing at the intersection of the Burlington Northern Santa Fe main line track and the centerline of the Spur Line Trail, thence south to the centerline of Quince Street, thence west to the centerline of South 7th Street, thence south to the centerline of Rosewood Street, thence west to the centerline of South 6th Street/Business Highway 371 thence south to the centerline of Willow Street, thence east to the centerline of the Spur Line Trail, thence south to the centerline of County Road 117, thence west to the centerline of South 6th Street/Business Highway 371, thence south to the south City limits.

SECTION TWO: Chapter Two is amended and renumbered as follows, with underlined language added and deleted language struck out, and Sections 14, 20, 21, 22, 28, 31 and 41 are hereby repealed.

CHAPTER TWO OFFICERS AND ELECTIONS

- 1. ~~SECTION 3.~~ The elective officers of the City shall be a Mayor and seven ~~Aldermen~~ City Council Members. Of the seven ~~Aldermen~~ Council Members, three shall be elected at large and one from each ward. All elective officers shall be residents of the City of Brainerd and the four ward Council Members ~~Aldermen~~ shall be residents of their respective wards.

2. ~~SECTION 4:~~ When more than twice the number of individuals file to be elected to a municipal office, a primary election shall be conducted and the returns made and results canvassed consistent with the general laws of the State of Minnesota pertaining to primaries. The regular City election for the election of City officers shall be held on the first Tuesday after the first Monday of November in each even numbered year; and all general laws of the State of Minnesota, relating to the election of City officers and the primaries thereof, shall, so far as applicable, apply to and govern all nominations and elections under this Charter, and all special elections, and are hereby adopted as a part of this Charter, the same as if herein specifically reenacted. The judges, clerks and other officers of election at the then last general election for state officers shall be the judges, clerks and other officers of all special City elections, except that the City Council shall appoint additional officers as permitted by law. Election returns shall be made and results canvassed consistent with the general laws of the State of Minnesota pertaining to general elections.
3. ~~SECTION 5:~~ The term of office of every officer elected under this Charter, unless otherwise provided for, shall commence on the first Monday of January following the election and shall continue for a term of four years and until his or her successor is elected and qualified.
4. ~~SECTION 6:~~ The appointive officers of the City shall be a ~~City Administrator, City Engineer, City Attorney, Chief of the Fire Department to be known as Fire Chief, Building Inspector,~~ Public Utilities commission to consist of five (5) members, a Park and Recreation Board to consist of five (5) members, ~~Board of Health to consist of three (3) members,~~ and a Library Board to consist of nine (9) members, and such other officers as the City Council deem proper and necessary. Provided, however, that no elective or appointive person holding office in the City of Brainerd may be appointed to the Public Utilities Commission.
5. ~~SECTION 7: The City Administrator shall be chosen by the Council for an indefinite term solely on the basis of training, experience and administrative qualifications. At its first regular meeting in January of each odd-numbered year the Council shall, by majority vote, appoint the City Attorney, City Engineer and Building Inspector for two-year terms. At its first regular meeting in January of each year, the Council shall similarly appoint other officers for terms of one year.~~ All terms shall commence at the time of appointment and continue until successors to the appointed offices are appointed and qualified.
6. ~~SECTION 8:~~ The members of the Public Utilities Commission, the Park and Recreation Board, ~~the Health Board~~ and the Library Board shall be appointed by the Mayor and their appointment confirmed by the City Council: such appointments and confirmation shall be made at the first regular Council meeting in January of each year; at which time there shall be appointed one (1) member of the Public Utilities Commission, one (1) member of the Park and Recreation Board: and every other year, ~~one (1) member of the Health Board~~ and three (3) members of the Library Board. The term of office for a member of ~~the Health Board and~~ the Library Board shall be for six (6) years, the term of office for a member of the Public Utilities

Commission shall be for five (5) years, and the term of office for a member of the Park and Recreation Board shall be for five (5) years. Such terms of office shall commence upon their appointment and qualification and continue for said terms until their successors are appointed and qualified.

7. ~~SECTION 9.~~ Any elective or appointive officer provided for by this Charter having entered upon the duties of the office may resign the same. Any elective or appointive officer changing residence from the City, or any Alderman from the ward for which elected or appointed shall be deemed to have vacated such office.
8. ~~SECTION 10.~~ Every person appointed to any office by the City Council or Mayor may be removed from such office by a vote of two thirds of all the Aldermen authorized to be elected. But any officer appointed by the Mayor shall not be removed except for cause, nor unless first furnished with a copy of the charges, nor until such person shall have reasonable opportunity to be heard in person, or by counsel in his or her defense.

The Council shall fix the time and place for the hearing of such officer, of which not less than ten days' notice shall be given to such officer and shall have the power to compel the attendance of witnesses and the production of papers, and to hear and determine the case; and if such officer shall refuse or neglect to appear and answer such charges, the City Council may declare such office vacant. Among such causes shall be continued absence by a member of a board from three successive regular meetings of such board, or neglect of duty of any officer.

9. ~~SECTION 11.~~ Any person shall not be eligible to serve on a [Board or Commission of the City](#) ~~any appointed office~~ under this Charter who has ever been convicted of a felony, or is not at the time of his appointment a qualified elector of the City of Brainerd [\(unless otherwise expressly allowed by the City by ordinance, resolution or policy\)](#), or who is at such time interested in any contract with the City of Brainerd to which the person is a party, either individually or as a member of a firm, or as director or other managing officer of a corporation.
10. ~~SECTION 12.~~ Whenever any vacancy shall occur in any elective or appointive office, such vacancy shall be filled by the City Council in the manner provided for appointments by the City Council; except that the members of the Public Utilities Commission, ~~the Board of Health~~, the Park Board and the Library Board, shall be appointed by the Mayor and confirmed by the City Council.

All officers so appointed shall hold their respective offices for the balance of the unexpired terms.

11. ~~SECTION 13.~~ Every person elected or appointed to any office under the provisions of this Charter shall before entering upon the duties of the office take and subscribe an oath of office and file the same with the City Clerk. The Administrator and such other officers as the City Council shall require and as shall be required by the provisions of this Charter, shall severally, before they enter upon the duties of their respective offices, execute to the City of Brainerd, bonds in such amounts as the

Council shall prescribe, conditioned that such officers will faithfully perform the duties of their respective offices, and account for and turn over all money and other property, coming into the officer's hands. Such bond and the expense thereof, if a surety bond, shall be paid by the City.

All official bonds shall be approved by the City Council and be kept on file in the office of the City Administrator.

12. ~~SECTION 15.~~ The compensation of all elective and appointive officers of the City shall be fixed by ordinance as permitted by State Statute.

13. ~~SECTION 16.~~ The Mayor shall be the chief executive of the City and see that the laws of the state and the ordinances of the City are duly observed and enforced within the City and that all other officers of the City discharge their duties. The Mayor shall be an ex-officio member of the City Council, for the purpose only of casting the deciding vote upon any question before said Council when the [Council Members](#) ~~Alderman~~ composing the said Council present and voting are equally divided thereupon. The Mayor shall from time to time give the City Council such information and recommend such measures as the Mayor deems to be in the best interest of the City. The Mayor shall sign all bonds, contracts, warrants, ordinances, resolutions and such other papers and documents as may be made or executed in behalf of the City. All Ordinances and Resolutions shall before they take effect be presented to the Mayor, and if the Mayor approves thereof shall sign the same, and such as the Mayor shall not sign, shall be returned to the Council with the Mayor's objection thereto, by depositing the same with the City Administrator to be presented to the City Council at its next meeting.

Upon the return of any ordinance or Resolution by the Mayor, the vote by which the same was passed shall be deemed to have been reconsidered, and the question shall be again put upon the passage of the same notwithstanding the objections of the Mayor, and if upon such vote the City Council shall pass the same by a vote of two-thirds of all the members of the Council, it shall have the same effect as if approved by the Mayor. If any ordinance or Resolution shall not be returned by the Mayor within five days, Sundays and holidays excepted, after it shall have been presented to the Mayor, the same shall have the same force and effect as if approved by the Mayor. In case the Mayor shall be guilty of willful oppression, corrupt partially or other malfeasance in the discharge of the duties of the office the Mayor shall be liable to indictment and on conviction thereof shall be punished by a fine of not more than Five Hundred (\$500.00) Dollars.

14. ~~SECTION 17.~~ At the first meeting of the City Council after the regular City election it shall proceed to elect by ballot from its number a President and Vice-President. The President shall preside over the meetings of the City council and appoint all standing and temporary committees thereof, and during absence of the Mayor from the City, or the Mayor's inability for any reason to discharge the duties of the office, the said President shall exercise all the powers and discharge all the duties of the Mayor.

In case the President shall be absent at any time the Vice-President shall discharge the duties of such President and act in the President's place. The President or Vice-President while performing the duties as Mayor shall be styled "Acting Mayor", and acts performed by either when acting as Mayor, shall have the same force and validity as if performed by the Mayor.

15. ~~SECTION 18.~~ The City Administrator shall be the chief administrative officer of the City of Brainerd. The Council shall delegate to the City Administrator by Ordinance whatever powers and duties it deems necessary or proper for the efficient administration of City affairs. Such delegation may include, but is not limited to, supervision of City employees and department heads. Provided, however, that the City Attorney shall be directly responsible to the Council and Mayor for professional advice and services. The Council may at any time rescind or amend authority delegated to the City Administrator. At no time shall such delegation abridge the authority of a Council Member or Alderman or the Mayor or the Public Utilities Commission or any other board or commission enumerated in the Charter in fulfilling their duties granted in this charter.
16. ~~SECTION 18A.~~ Any elective officer, whether elected by popular vote or appointed to fill a vacancy, may be removed at any time for malfeasance or nonfeasance in office, by the electors qualified to vote for a successor of such officer. The procedure to effect a removal of such elective municipal officer shall be as follows:
17. ~~SECTION 18B.~~ A petition signed by electors entitled to vote for a successor of the officer sought to be removed equal in number to at least twenty-five percent of the entire vote for all candidates for the office, the incumbent of which is sought to be removed, cast at the last preceding regular municipal election, demanding an election of a successor of the person sought to be removed, shall be addressed to the Council and presented to the City Clerk; provided, that the petition shall contain a general statement of the ground for which the removal is sought.
18. ~~SECTION 18D.~~ If the petition shall be found to be sufficient the Administrator shall transmit the same to the Council without delay. If the petition shall be found to be sufficient the City Council shall order, and fix a date for holding the said election at the next election date authorized by state law that is not less than seventy-seven (77) days from the date of the Administrator's certificate to the Council that a sufficient petition is filed. The Council shall make or cause to be made publication of notice, and all arrangements for holding such election, provided, that in the published call for the election there shall be printed in not more than 200 words the reason for demanding the recall of the officer as set forth in the recall petition, and in not more than 200 words the officer may justify his or her course in office: and said election shall be conducted, returned, and the result thereof declared, in all respects, as are other City elections.
19. ~~SECTION 18E.~~ At an election on removal, the question on the ballot shall be in substantially the following form: "Shall (Name) elected (appointed) to the office of (title) be removed from that office?" If a majority of voters at the election vote in the affirmative, the officer shall be recalled and removed.

20. ~~SECTION 18F.~~ No person who has been removed from office by recall, or has resigned from office after the filing of a recall petition, shall be appointed to any office under this Charter within one year after such removal or resignation.

21. ~~SECTION 18G.~~ In so far as practical, all laws and provisions for holding regular or special elections in the City shall apply to such recall election and the preliminaries thereto, and wherein applicable or impractical the Council shall by Ordinance provide such other and further regulation consistent herewith as may be necessary to carry out the provisions of Sections ~~18A, 18B, 18C, 18D, 18E, and 18F~~ 16, 17, 18, 19, and 20.

DUTIES OF THE CITY ATTORNEY

22. ~~SECTION 19.~~ The City Attorney shall perform all professional services incident to the office; shall attend all meetings of the City Council, and when requested shall attend all meetings of committees of the Council. The City Attorney shall give legal opinions and advice upon all questions pertaining to City business when requested so to do by the City Council or any officer of the City. The City Attorney shall institute, prosecute and defend all actions brought by the City or against the City; and shall draw and prepare all ordinances, resolutions, contracts, bonds or other instruments in which the City or any board thereof is interested. The City Attorney shall be the legal advisor of the Public Utilities Commission, the Park Board, ~~the Health Board~~ and the Library Board, and the committees thereof; shall attend the meetings of the said boards when requested so to do and furnish to the said boards written legal opinions when requested, and shall institute, prosecute and defend all actions which may be brought by or against said boards or by or against the City affecting the affairs of such boards.

The Council shall have power to appoint and employ special counsel to assist the City Attorney in the performance of any of the City Attorney's duties and fix and pay the compensation therefor.

DUTIES OF CITY OFFICERS

23. ~~SECTION 23.~~ All City officers shall perform such other duties as may be directed by the City Council by Ordinances, Resolutions or otherwise.

24. ~~SECTION 24. Every person having been an~~ No officer of the City shall retain any ~~upon the expiration of the officer's term of office deliver to the successor in office~~ all property, papers, books, and effects of any kind that belong to the City or pertain to the office after the expiration of the officer's term ~~every description in the officer's possession belonging to the City or pertaining to the office. If the officer fails to do so within five days after being notified and requested by the Mayor or President or Vice President of the Council or City Administrator, the officer shall forfeit and pay for the use of the City the sum of Five Hundred (\$500.00) Dollars, and all damages caused by the neglect or refusal so to deliver, which amount may be recovered by the City in an action brought for that~~

~~purpose. The City may by an action in the nature of replevin or mandamus proceedings enforce the delivery and possession of such property, papers, books and effects.~~

~~25. SECTION 25.~~ The Council shall annually at its first meeting of the year designate a legal newspaper of general circulation in the City as its official newspaper in which shall be published Ordinances and other matters required by law to be so published as well as such other matters as the Council may deem it in the public interest to have published in this manner.

~~26. SECTION 26.~~ The City Council may also at the time mentioned in the last section and in the manner therein specified, let a contract for doing of the job printing of said City, and may determine what contract and bond should be required of the person or persons selected to do such job printing.

~~27. SECTION 27.~~ Except as provided by state law, no City officer shall be directly or indirectly interested in any contract of any character with the City or any department or board thereof, either as vendor, purchaser, contractor, employer, employee or otherwise. All contracts made in violation of this section shall be void, and no money shall be paid on account thereof, or any warrants issued. Any officer who shall issue or pay any such warrants knowing that the same are in violation of the terms of this section shall be guilty of a misdemeanor; and any officer violating the provisions of this section shall forfeit the office and the office shall thereby become vacant upon a finding and conviction thereof, as provided in Section Ten of this Chapter.

DUTIES OF THE CITY COUNCIL

~~28. SECTION 29.~~ The ~~Council Members Alderman~~ shall constitute the City Council and shall be the governing body of the City, and the style of all Ordinances shall be, "The Council of the City of Brainerd do ordain". A majority of all the ~~Council Members Alderman~~ shall constitute a quorum. The President or Vice- President of the Council shall when present preside at all meetings. In their absence the Council may elect a President pro tem who shall for such meetings and the proceeding thereof have the same power as the President.

~~29. SECTION 30.~~ The City Council shall hold public meetings which shall not be less than one meeting per month. The meetings shall be fixed by the City Council. Minutes of the Council proceedings shall be made and be available to the public. The Mayor, the President or Vice-President of the Council or any two of the ~~Council Members Aldermen~~ may call special meetings by notice filed with the City Administrator and served upon each of the members by delivering the same personally or left at the place of their usual abode, or a special meeting may be called by the Mayor, President, Vice-President or President pro tem at any

regular meeting of the City Council by giving notice thereof and noting the same in the minutes of the meeting. In case the attendance at any regular or special meeting of the City Council is less than a quorum such meeting may be adjourned to any time that may be designated and entered in the minutes of the meeting. Except in cases of emergency, the City Council shall not meet in case the time of any regular, special or adjourned meeting of the City Council shall occur on a Sunday, a legal holiday or a day of general or special election, then in such case such meeting shall be deemed to be called and shall be held at the same hours on the next secular day.

30. SECTION 32. The City Council shall have the management and control of all the finances and property of the City and of all the departments thereof subject to the other provisions of this Charter. However, no real estate belonging to the City shall be sold or disposed of unless so ordered by two thirds vote of all the members of the City Council; and provided that neither the water works nor the electric light plant, nor any other public utility, which shall hereafter be owned by the city, shall be sold, leased, mortgaged or otherwise disposed of unless authorized to do so by a four-sevenths majority of the qualified electors of said City.

The City Council shall in addition to the powers herein vested in them have power and authority to make, enact, ordain, establish, publish, enforce, order, modify, amend and repeal all such ordinances, resolutions, rules, by-laws and regulations for the government and good order of the City, for the suppression of vice and intemperance, and for the prevention of crime, as they shall deem expedient. They shall have the power to provide for the imprisonment and safe keeping of all persons arrested or charged with any offense. It is the Council's duty to make all rules and regulations providing for the use of a prison.

The City Council shall have full power and authority to declare and impose penalties and punishments, and to enforce the same against any person or persons who may violate any of the provisions of any ordinance, resolution, rule or by-law passed or ordained by them: and all such ordinances, resolutions, rules and by-laws are hereby declared to be and have the force of law, and for the said purposes shall have authority by ordinance, resolution or by-laws, to the extent permitted by law.

31. SECTION THIRTY SIXTH. The Council of the City of Brainerd shall be authorized to exceed its overall levy limitations pursuant to Minnesota Statutes, Sections 275.50 to 275.58, as amended, for the levy year 1987, by an amount not to exceed an amount equal to a sum producible from a one mill levy on the dollar of the taxable property of the City of Brainerd prior to the time of such levy, which may be levied on the taxable property within its boundaries in addition to all other taxes voted by it. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor. It shall be exempt from the penalty provisions of Minnesota Statutes, Section 275.51, Subdivision 4, as well as any other penalty provisions, and shall also be over and above any limitations

in the Charter of the City of Brainerd prior to the time of such levy. Such additional levies shall be used for the purpose of establishing and maintaining a public bus or transit facility or subsidizing a private bus or transit facility. In the next succeeding levy year and thereafter, such amounts shall become a permanent adjustment to the levy base per capita of the City of Brainerd.

32. ~~SECTION 33.~~ The City Council may create an ordinance which may impose punishment for the breach of any Ordinance of the City to impose a fine and imprisonment as permitted by state law.

33. ~~SECTION 34.~~ All Ordinances, Resolutions and By-Laws shall be passed by an affirmative vote of a majority of the members of the City Council present by an aye and nay vote.

All Ordinances shall be twice read at length in open Council before their passage unless the reading is dispensed with by unanimous consent: and no Ordinance shall be passed within ten (10) days after being first so read.

All Ordinances shall be once published in the official paper of the City, and no Ordinance shall take effect until one week after the day of such publication. All Resolutions and By-Laws shall take effect from and after their passage or adoption unless the City Council shall expressly order to the contrary; provided, however, that all Ordinances in relation to contagious or infectious disease or hydrophobia may be passed at the meeting of the first reading, and take effect from and after their passage if the City Council so order.

34. ~~SECTION 35.~~ A copy of the record of any Ordinance or Resolution heretofore passed or that may hereafter be passed, certified by the Administrator and verified by the seal of the City, or recorded in the books containing the official proceedings of said Council, or published in any compilation of Ordinances made under the direction of the City Council, shall be prima facie evidence of the contents of such Ordinance or Resolution and of the regularity and legality of all proceedings relating to the adoption and approval thereof: and shall be admitted as evidence in any court in this state without further proof.

In all actions, prosecutions and proceedings of every kind before a court, the court shall take judicial notice of all ordinances of said City, and it shall not be necessary to plead or prove such Ordinances.

35. ~~SECTION 36.~~ The powers conferred upon the City Council to provide for the abatement or removal of nuisances shall not bar or hinder suits, prosecutions or proceedings in the courts according to law.

36. ~~SECTION 37.~~ No appropriation shall be made without a vote of a majority of all the members of the City Council in its favor, which shall be taken by ayes and nays vote, and entered among the proceedings of the Council. No vote of the City Council shall be reconsidered or rescinded at any meeting unless there shall be present at such meeting as large a number of Council Members ~~Alderman~~ as were present when said vote was originally taken.

37. ~~SECTION 38.~~ The City Council shall examine, audit and adjust the accounts of ~~all the City officers and agents of the City~~ at such times as it deems proper or as otherwise required by law, and also at the end of each fiscal year and before the term for which the officers of said City were elected or appointed shall expire. ~~The City Council shall require and may compel by proceedings in court each and every such officer and agent to exhibit books, accounts and vouchers for such examination and settlement, and if any such officer or agent shall refuse to comply with the orders of the Council in the discharge of the officer's or agent's duties in the pursuance of this section, or shall neglect or refuse to render accounts or present books or vouchers to the City Council or a committee thereof, it shall be the duty of the City Council to declare the office of such person vacant. The City Council shall order suits and proceedings at law against any officer or agent of the City who may be found delinquent or defaulting in keeping accounts or in the discharge of official duties, and shall make a full record of all such settlements and adjustments.~~

38. ~~SECTION 40.~~ The City Council shall have the power to make purchases on behalf of the City and may make purchases through such methods or designees as the Council may determine from time to time by Ordinance or Resolution ~~designate such of its own members as shall be selected for that purpose as a purchasing committee, and after the appointment of such committee no material or supplies for the City or any department thereof shall be purchased without the approval of such committee, and no bill for any such purpose shall be allowed by the Council until approved by such committee; provided, a majority of such purchasing committee shall control its actions; and provided further, that the.~~ The provisions of this section shall not apply to purchases made by, or in behalf of the Public Utilities Commission or the Park Board or the departments under their control respectively.

SECTION THREE: Chapter Three is amended and renumbered as follows, with underlined language added and deleted language struck out, and Sections 44, 45, 48, 51, 53, 54, 54-A, 54-B, 54-C, 54-D, 54-E and 54-F are hereby repealed.

CHAPTER THREE

FINANCES

1. ~~SECTION 42.~~ The fiscal year of the City shall commence on the first secular day of January each year ~~be the calendar year.~~
2. SECTION 43. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. ~~Checks shall be warrants~~ signed by the Mayor and countersigned by the City Administrator. All payments are to be reviewed and approved ; ~~unless otherwise provided herein, no warrant which is required to be signed by the Mayor and the City Administrator shall be drawn in payment of a claim until such claim shall have been allowed by the City Council; provided, however, that warrants may be drawn upon time slips issued by the City Engineer in payment of~~

~~the wages of such employees of the City as may have been laid off or discharged by the City. Every warrant shall specify the purpose for which it is made and the fund or funds against which it is drawn, and shall be made payable to the order of the person in whose favor it is issued. No warrant shall be issued or drawn against any fund or funds unless there be to the credit of such fund or funds sufficient money to pay the same, in addition to the total aggregate amount of all orders then outstanding against such fund or funds, as the case may be.~~

- ~~3. Any officer of the City violating any provision of this section shall be personally liable to the City for the amount of any payment made contrary to these provisions, and for any expense incurred by the City in recovering the amount of such payment. Upon payment of any warrant the same shall be immediately canceled and filed in the office of the City Administrator. The City Council shall provide for the examination of canceled warrants, bonds and other obligations of the City, during every annual audit, and at such other time or times as it may consider necessary, and for the preservation of such canceled warrants, bonds and other obligations, and making records of the same, as it may deem proper.~~

4. SECTION 46. The City Council shall annually levy taxes to provide for the following specifically designated funds and the general fund:

~~No. (1). AN INTEREST FUND, for which there shall be levied a sum sufficient for the payment of the interest to become due during the following fiscal year upon all bonds, certificates of indebtedness and other interest bearing debts of the City, except public utility bonds and bonds owned and held by the State of Minnesota. Into this fund shall be paid all interest and penalties received on special assessments hereafter levied by the City for local improvements. Out of this fund such interest only shall be paid.~~

~~No. (2). A SINKING FUND, for the purchase or payment when due of any bond or other funded debt of the City, except permanent improvement revolving fund bonds.~~

~~No. (3). A PUBLIC SAFETY FUND for the maintenance and operation of the fire, police and health departments.~~

~~No. (4). A LIBRARY FUND comprising the taxes collected for the public library, as well as all moneys derived from donations, bequests and devices for the benefit thereof which fund shall be controlled and expended by and under the direction of the library board, and be disbursed upon warrants signed by its President, or Vice-President and Secretary.~~

~~No. (5). A PARK FUND, for the acquisition and maintenance of public parks, boulevards, playgrounds, baths, gymnasiums, halls and similar property for public recreation, convenience and amusement, including all moneys received from any source for any such purpose, which fund shall be controlled and expended by and under direction of the park board, and be disbursed upon warrants signed by its President, or Vice-President, and Clerk.~~

~~No. (6). A STREET AND SEWER FUND, for all expense of cleaning and repairing of streets, alleys and sewers not payable through special assessments or out of the permanent improvement fund.~~

~~No. (7). A PUBLIC PROPERTY FUND for paying the cost of any real property which the City may acquire, payment for which is not provided for in some other specific fund; and for paying the cost of acquisition or construction of public utility plants. Into this fund shall be paid all money derived from the sale of bonds issued on account of any public utility.~~

- a. ~~No. (8).~~ A PERMANENT IMPROVEMENT FUND, for paying such portion of the cost of improving streets and alleys as shall devolve upon the City, under the provisions of Subdivision (11) of this Section 46. For the support of this fund the City Council shall annually levy on taxable property of the City taxes to an amount not to exceed an amount producible from three (3) mills on the dollar of the then latest previous assessed valuation of such taxable property. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor. No part of this fund shall be used for any other purpose. In anticipation of the collection of such taxes for the then current year and succeeding years, the City Council may at the proper time, and from time to time, issue and dispose of certificates of indebtedness in an aggregate amount equal to eighty (80) per cent of such levy in the then current year and estimated amount for not more than ten succeeding years; provided, that the issuable aggregate of such certificates of indebtedness shall at no time exceed the sum of money then in the permanent improvement revolving fund under the provisions of Section 49 of the City Charter, as herewith amended, together with the additional amount of bonds that may or can be issued thereunder, added to the total of cash payments guaranteed by bonds of owners of real property abutting on such or similar street or alley improvements. These certificates shall be known as Re-paving Certificates of Indebtedness, and on every one shall be stated the particular purpose for which it is issued or describe the specific improvement on which it is based. Such certificates shall be consecutively numbered, with date of issue, date of maturity, bear interest, payable semi-annually, have proper interest coupons attached, be signed by the Mayor, countersigned by the City Administrator and be attested by the corporate seal; and, so far as practicable, shall be in denominations of not less than \$500.00. Whenever occasion arises for the issuance of such repaying certificates, it shall be the duty of the City Council to make requisite calculations, computations and estimates with respect to the quantity and various times of collection of taxes so levied and to be levied, and thereupon, as the circumstances may require, to issue and sell one or more of such certificates. All such certificates shall be so issued as to mature serially, on proper dates, to the end that eighty (80) per cent of the estimated tax collection for this fund in each and every year will pay the

certificates as they mature, and succeeding issues shall appear in regular order following previously issued certificates; and whenever there is an unused or unappropriated margin of such eighty (80) per cent of the estimated tax collection for this fund, over and above the aggregate amount of all such certificates theretofore issued, then and under such circumstances the earliest maturing certificates of the next succeeding issue shall be made to mature at such times and in such manner as to assure payment thereof out of, and at the time of collection of, such prior unused or unappropriated margin of such eighty (80) per cent of such estimated tax collection. If in any year the taxes collected for this fund shall not be sufficient to pay the certificates maturing in that year, the deficit shall be paid from the general fund. The earliest maturing certificates of the first issue hereunder shall mature on the first day of December in the year following the year of their issuance, and the other certificates in such issue, to mature later and serially, shall be distributed in succeeding serials and follow in such order of maturity that eighty (80) per cent of the estimated tax collections, year by year, will pay such certificates in each and every year thereafter. Neither the City Council nor any officer of the City shall in any year appropriate, expend or disburse any part of this fund, or do any other act therewith, at such time or in such manner as to render the available balance thereof insufficient to pay, when due, the certificates maturing in that particular year. The City Council shall, at the proper time, and from time to time, prepare for every issue and sale of such re-paving certificates of indebtedness by appropriate resolution setting forth in sufficient detail the date of issuance, number or quantity, specific denominations and various dates of maturity thereof, the rate of interest thereon, and the nature or character, location, extent and approximate total cost of the particular improvement on which the same are founded. The sale of such certificates of indebtedness shall be made, conducted and carried on in the manner provided for sales of bonds under the certain provisions of section 49 of the City Charter, as herewith amended; provided, further, that no certificate shall be sold for less than par and accrued interest.

~~No. (9). A PUBLIC UTILITY FUND, for the support, maintenance and operation of any public utility owned and operated by the City, including payment of the interest on any bonds or other indebtedness which may be a lien upon such utility. There shall be paid into this fund all moneys derived from the operation of any such utility, and from the sale of any property acquired for or used in connection with any such utility. There shall be paid out of this fund the cost of extension, operation, maintenance and repair of any such utility and the interest upon all bonds and other indebtedness which may be or become a lien thereof. At the end of every fiscal year any surplus in this fund not needed for any of the purposes hereinabove specified shall be transferred to the sinking fund provided for in Subdivision (2) of this section, and the amount so transferred shall be used, as far as the same will go, to retire any public utility bond then outstanding. If there be then no such outstanding utility bonds, the surplus shall be transferred~~

~~to the general fund. In every year it shall be the duty of the Public Utilities Commission to inform the Sinking Fund Commissioners in respect of any public utility bonds to become due in the next succeeding year or years which should be retired by the use of the surplus so transferred to, the sinking fund, and of the respective dates of maturity thereof, and of the fact of such transfer and specify the particular bond or bonds to be retired, and thereupon the Sinking Fund Commissioners shall proceed accordingly before the time when the amount required to retire such bonds might otherwise be extended on the tax rolls. This public utility fund shall be under the control of the board in which is vested the management and control of the public utilities, and shall be expended only as directed by such board and upon warrants signed by the President, or Vice-President, and Secretary of the Board. On the first day of April of every year there shall be transferred from this fund into the general fund an amount of money equal to the annual interest on such public utility bonds of the City as are owned and held by the State of Minnesota under general statutes of Minnesota 1913 Sections 1875-1878, and amendments thereof, unless such annual interest shall have been earlier paid by the Public Utilities Commission, and it shall be the duty of that board to pay the same prior to the time when, pursuant to the statutes, the same might otherwise be extended on the tax rolls. The Public Utilities Commission of the City, as at present constituted, shall be vested with the control of this public utility fund, except as limited or qualified by the provisions of Section 109 of the City Charter; and upon acquisition by the City of any other and different public utility, such board shall become and be known as the Public Utilities Board of the City.~~

~~No. (10). A CONTINGENT FUND in the sum of \$2500.00 shall be established at the beginning of each fiscal year for the use of the Mayor in paying expenses incurred by the mayor in promoting the best interests of the City and not payable out of any of the other funds herein provided. This fund shall be under the control of the Mayor, and checks may be drawn thereon without previous allowance by the City Council of the claim or claims for which any such check shall be drawn. The balance of said fund, if any, remaining at the end of each fiscal year shall revert to the City Treasury.~~

~~No. (11). A PERMANENT IMPROVEMENT REVOLVING FUND. Except as provided in respect of other specific funds defined in this Section 46, or hereinafter otherwise declared in this particular subdivision there shall be paid into this fund all moneys received on special assessments heretofore or hereafter levied by the City for local improvements, and also all the proceeds of the sale of permanent improvement REVOLVING fund bonds. Out of this fund shall be paid, as they fall due, all permanent improvement revolving fund bonds and the installments on contracts for all such public improvements as are to be paid in whole or in part by assessments against property benefited thereby, except as hereinabove otherwise provided, and also excepting contracts for sewers, on which contracts for sewers payments shall be made in accordance with the provisions of Chapter 312, General Laws 1903, and amendments thereof. The City Council is authorized, in its discretion, to cause to be paved, re-paved or~~

~~otherwise improved, any street or alley or any portion thereof in the City, or any gutter along side any street or alley, or any portion thereof, in such manner as it may direct. In the case of first paving or any other original or primary improvement, every lot or parcel of real property fronting or abutting thereon, and subject to special assessment for such improvement, shall be assessed for an amount equal to the cost of such first paving or other original or primary improvement on the same side of the street or alley to the center thereof: provided, that whenever the City Council shall deem any such first paving or other original or primary improvement to be generally beneficial to the public at large, the City Council may pay, or cause to be paid, thereon from the general fund an amount not exceeding twenty-five per cent (25%) of the cost and expense thereof, and assess the abutting property, as above defined, for the other seventy-five per cent (75%) or more of such cost and expense. In the case of repaving or other local improvement, of the kind hereinbefore mentioned, subsequent to the first, original or primary improvement of like character in any such street or alley, every lot or parcel of real property, then and there subject to special assessment for local improvements, fronting or abutting on any such repaving or improvement subsequent to the first or original improvement of like character, laid or made on the same side of the street or alley, exclusive of street intersection, shall be assessed for an amount equal to two thirds of the cost thereof to the center of the street. All other expense or cost of such repaving or other local improvement subsequent to the first or original improvement, of the character above defined, shall be paid out of the permanent improvement fund, and in case of shortage in that fund the requisite sum shall be advanced and paid out of the general fund. To provide for the expense and cost of any such improvement, not payable out of the permanent improvement fund, the City Council shall, in due order, adopt special assessment rolls. The special assessments hereunder against abutting property shall be payable in ten (10) semi-annual installments, at times when general taxes become due and payable according to law, and commencing with the first payment of such general taxes immediately after the time of adoption of any such special assessment may pay the entire amount thereof, or any remaining portion, at any earlier time.~~

~~No interest shall be imposed upon any such special assessment until the first Monday in January next following actual commencement of the work of improvement, for which the assessment shall have been adopted, where such work shall have been actually commenced subsequent to the first Monday in the next preceding month of July: and, in case any such work be actually commenced subsequent to the first Monday in January of any year, no interest shall be imposed upon the special assessment therefor until the first Monday in July of that year. Whenever, under such circumstances, the work on any such improvement shall have been actually commenced, it shall be the duty of the City Engineer, or other person superintending the work, to forthwith furnish the City Administrator with a statement in writing describing the particular work and showing such date of actual commencement thereof, and thereupon the city Administrator shall file with the County Auditor, and with the County Treasurer, respectively, the proper certificate of the City Administrator describing the~~

~~particular improvement, specifying the rate of interest, and stating the date from which the same shall be computed, in accordance with the foregoing provisions. The County Treasurer shall collect such interest and pay the same over to the City Treasurer.~~

~~No. (12). A HYDRANT RENTAL, STREET LIGHTING AND ELECTRIC POWER FUND, to provide for payment to the Public Utilities Commission, or Public Utility Board, proper rent for water drawn from hydrants for the needs and use of the City and proper rates for the lighting of the streets and electric power for City use. For the support of this fund, taxes shall be annually levied by the City Council on all the taxable property in the city in an amount equal to a sum producible from three (3) mills on the dollar of the latest assessed valuation of such taxable property prior to the time of every such levy. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor. No part of this fund shall be devoted to any other purpose. The existing rates and prices, heretofore fixed or established by the City Council, for all water, electric lights and power needed or used by the City, shall be and remain in force and effect until changed or modified in accordance with the certain provisions hereinafter set forth. The City Council shall have and retain authority at any time to increase or lessen the number of hydrants from which water shall be drawn for City purposes, to extend or reduce the lighting of streets in any portion of the City and to vary the quantity of electric power to be used by the City, as well as to change or modify, enlarge or diminish, from time to time, such rentals, rates and prices, in its sound discretion: and it shall be the duty of the City Council to establish, keep and maintain all such rentals, rates and prices at all times fair, just and reasonable in amount: provided, that the City Council shall not at any time extend the street lighting or hydrant service beyond the amount of money available to any for such service, under the provisions of this subdivision.~~

~~No. (13). A GENERAL FUND, for the support of specific funds herein established, as occasion may arise, and also for the payment of such expenses of the City as the City Council may deem proper, and which are not payable out of a specific fund defined in this section. Into this general fund shall be paid all moneys not payable into a specific fund, as directed in and by other provisions of this particular Section 46, or under some other provision of the City Charter.~~

~~No. (14). AN EMERGENCY FUND for the emergency requirements of any of the foregoing funds heretofore established and in existence under this section, which may become depleted during the fiscal year. For the support of this Fund the City Council is authorized to annually levy against the taxable property of the City a tax in amount of a sum producible from not to exceed three (3) mills on the dollar of the then latest assessed valuation of such taxable property prior to the time of every such levy, provided that the estimate of the necessary expenses for the ensuing fiscal year, as set forth in Section (52) of the City Charter as heretofore amended, shall show a deficit in any of said funds, necessitating such assistance: and provided further that the vote of the City council authorizing a~~

~~levy for this fund shall be unanimous, affirmative vote of the full and total membership of the City Council; and provided further that the transfer from this Emergency Fund for the support of other funds can only be made by affirmative vote of at least seven members of the City Council. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor."~~

5. ~~"SECTION 47.~~ That annual amount to be levied for general taxation in any year for all said funds, shall not exceed the amounts as established by state statute. There shall be a levy of one-half mill on the assessed valuation of City taxable property over and above any Charter limitations and total levy limitations set forth in state statute, commencing for the levy year 1976 and continuing each levy year thereafter for a Community Action Program. The value of the levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor.

~~SECTION 49. The City Council may enact Ordinances or adopt Resolutions from time to time for the purpose of issuing and selling bonds of the City, as follows:~~

- ~~1. To refund any bond of the City.~~
- ~~2. To purchase, construct, extend, improve and maintain public utility plants. Bonds so issued and sold with reference to any particular plant named in any such Ordinance shall be a specific lien thereof.~~
- ~~3. To an amount not at any time exceeding the statutory authorized amount for the benefit of the permanent improvement revolving fund; provided, that at no time shall the aggregate amount of such bonds outstanding exceed the total of the money of this fund, the amount of special assessments duly adopted and in process of collection and the proposed special assessments in preparation, based upon local improvements actually under construction.~~
- ~~4. For defraying the cost of making local improvements at intersection of streets and alleys, and in front of property by law exempt from special assessment and property owned by the City.~~
- ~~5. For defraying the cost of constructing or laying of any new general sewer, or the cost of extending, re-laying, improving and maintaining any existing general sewer; and also for the cost of maintaining any existing general sewer; and also for the cost of maintaining and keeping in repair any general, district, joint district or lateral sewer theretofore laid, re-laid or extended, pursuant to the provisions of Section 20 of Chapter 312, General Laws 1903. 6. For the purchase, erection, extension or improvement of needful public buildings.~~
- ~~7. For establishing garbage crematories or other means of disposal of garbage.~~

~~8. For changing, controlling or bridging streams or ravines and constructing and repairing bridges within the corporate limits.~~

~~No bonds except those mentioned in Subdivisions (1) and (3) of this section shall be issued or sold unless the City Council shall have the first been authorized so to do by a majority of the electors of the City voting thereon. Bonds issued and sold in accordance with the provisions of this section shall not be sold for less than par value and accrued interest, and shall bear interest at a rate not exceeding the amount allowed by statute. The bonded debt of the City shall not at any time exceed the amount allowed by statute, but in determining such indebtedness for the purpose of fixing such limit, bonds issued for the purchase, maintenance, extension, enlargement or improvement of water or lighting plants, or the acquisition of property needed in connection therewith, or for the creation or maintenance of a permanent improvement revolving fund, shall not be considered.~~

6. Before any bonds be issued, the City Council shall, at a regular meeting or at a special meeting called for the particular purpose, adopt appropriate resolutions by an affirmative vote of three- fourths of all its members ordering the issue, and every such resolution shall set forth the amount of the issue and the specific object thereof, be written at length in the records of the Council proceedings and be published and take effect in accordance with the provisions of Section 34 of the City Charter; ~~provided, that where an election is required the resolution shall be published in the official newspaper once in each week for two successive weeks before the day of election. Upon authorization through such an election, in cases where an election by the electors of the City is requisite, the City Council may then issue bonds, not exceeding the aggregate amount mentioned in the proposition submitted to the electorate.~~

~~The denomination of all bonds, the place or places of payment thereof, the term or times of maturity, not less than one year nor more than thirty years from date of issue, and the rate of interest, payable semi-annually, shall be determined and expressed by the City Council. Every such bond and the coupons accompanying the same shall be signed by the Mayor, countersigned by the City Administrator and attested by imprint of the corporate seal, and be payable to bearer or to order of the purchaser, in the discretion of the City Council, and thereupon the City Council shall have authority, after a majority vote of all its members, to sell and dispose of the bonds in such manner as in the judgment of the Council will best serve the interests of the City, but shall not negotiate the same, nor dispose of or sell any thereof except at a definite time and place specified in a proper resolution of the Council, which resolution shall be spread upon the records of the Council and be published in the official newspaper of the city at least two weeks before the date of any such sale.~~

7. ~~SECTION 52.~~ On or before the first day of September in every year, the President of the City Council, the Chairman of the Finance Committee of the

Council and the City Administrator shall submit to the City Council an estimate of the probable expenditures of the City government for the ensuing fiscal year, stating the amount required to meet the interest and maturing bonds of the outstanding indebtedness of the City, and specifically showing the various amounts necessary for each and every fund, including an estimate of the total income from all sources of revenue other than taxes upon property, and the probable requisite amount to be levied and raised by taxation to defray all such expenses and liabilities of the City. ~~Thereupon, the City Council shall, not later than the date in accordance with state statute, determine the sum to be raised by taxation, and make apportionment in detail for the ensuing fiscal year, and shall by resolution levy a tax therefor, and no tax shall be invalid by reason of any informality in the manner of levying the same. The City Council shall, not later than the date in accordance with state statute, transmit to the county auditor of Crow Wing county a statement of the taxes so levied by it, and the proper county officials shall thereupon collect such taxes and enforce payment thereof in the same manner. as state and county taxes are collected and payment thereof enforced. In determining the amount to be raised and making apportionment thereof, the City Council may reduce or omit any item in the estimate submitted, or otherwise modify or correct any such estimate, but shall not otherwise originate a budget. Every such levy of taxes shall be so itemized as to show, separately, the amount of taxes to be collected for each and every fund designated in section 46 of the City Charter. As soon as every such tax estimate shall have been completed, the City Administrator shall open in proper books a separate and distinct account for every one of the several divisions of taxes shown in such tax estimate, and the Administrator shall keep on account, separate, accurate and complete in respect of each and everyone of the several funds, numbered (1) and (14) inclusive as defined in said Section 46, all in such manner and with details of dates, sums, names and other requisite items, sufficient at all times to show the amount of money received by him for the credit of every such fund, whence received, the various payments therefrom, and to whom and for what purpose paid out. Whenever the County Treasurer shall pay over to the City Administrator any taxes belonging to the City, collected under any such levy, the City Treasurer shall credit every one of the respective funds and accounts with its proportionate amount of receipts, according to the tax estimate of the particular fiscal year for which such estimate was made. The City Administrator shall, at the first meeting of the City Council in every month present to the city council an itemized report of the financial transactions of the City in and for the preceding month, showing in detail the receipts and disbursements during said month, specifying the particular fund, in every instance, for and from which any money was received or disbursed and the amount remaining in every one of the funds at the end of such month.~~

~~No money collected on account of assessments shall be paid out by the City Administrator except for assessment work. The money received from the County Treasurer on a tax levy based on a tax estimates shall be applied and used only to defray the expenditures, together with the arrearages due and unpaid, in respect of the specific object for which such estimate was made and such taxes~~

~~levied. Except as otherwise provided in the City Charter, the excess of any year's receipts in any fund over and above expenditures or disbursements therefrom shall be carried in the same fund for the succeeding year, and such excess shall be considered in making subsequent apportionment, and no fund shall be thereby, or otherwise increased beyond the amount allowed by this Charter.~~

8. ~~SECTION 54 G.~~ There shall be a levy of one-half mill on the assessed valuation of City taxable property over and above any Charter limitations and total levy limitations set forth in state statute, for the 1982 levy collectible in 1983 and continuing each levy year thereafter for the establishment and maintenance of a program for the benefit of senior citizens or to subsidized non-profit senior citizens organization. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor.
9. ~~SECTION 54 H.~~ There shall be a levy of ½ mill on the assessed valuation of taxable property in the City commencing at the earliest levy year after adoption of this amendment and continuing each levy year thereafter for the Northland Arboretum and Paul Bunyan Conservation Area. Before funding from the City is transmitted, an annual financial statement for the prior fiscal year shall be provided by the Northland Arboretum and Paul Bunyan Conservation Area to the City Council showing revenues and expenditures to ensure proper use of funds. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor.

SECTION FOUR: Chapter Five is amended and renumbered as follows, with underlined language added and deleted language struck out, and Section 69 is hereby repealed.

CHAPTER ~~FIVE~~FOUR

FIRE DEPARTMENT

1. ~~SECTION 65.~~ The City Council shall have power to purchase, keep and maintain fire extinguishers, fire engines and other fire apparatus, to build and maintain engine houses, hose houses and such other buildings as may be necessary or convenient, also to erect and maintain fire alarm telegraphs and boxes, and other means of giving notices of fires.
2. ~~SECTION 66.~~ Whenever the City Council may decide by a two-thirds vote of all its members that greater protection can be secured by a paid fire department, it may by resolution duly passed, ~~two-thirds of all members voting in the affirmative,~~ abolish the existing volunteer fire department and create in lieu thereof, a paid fire department, which shall be officered and managed as provided in the next section, ~~provided, however, said section shall not apply to volunteer companies of said city.~~

3. ~~SECTION 67.~~ In the event of the creation of a paid department the City Council shall appoint a Fire Chief of said fire department, and provide for such other officers and employees as may be deemed necessary for such department.
4. ~~SECTION 68. The City Council shall have power to authorize the formation of fire engine, hook and ladder, and hose companies, and to provide for the proper support and regulation of the same, and to order such companies to be disbanded, their public meetings to be prohibited, and apparatus to be given up.~~ The Council shall have power and authority to make by Ordinance all needed rules for the government of the fire department and for the protection and use of all engine houses fire stations telegraph lines and other property and apparatus pertaining thereto, ~~and of the water works mains, pipes, cisterns and hydrants in the City as used in connection with the department. The Council may also by ordinances provide for the punishment of persons injuring or interfering with such property or any portion thereof, and may also by ordinances make provision to keep away from the vicinity of any fire, all idlers and suspected persons and to compel all bystanders to aid in the preservation of property exposed to danger by such fire.~~

SECTION FIVE: Chapter Six is amended and renumbered as follows, with underlined language added and deleted language struck out, and Sections 70, 71, 74, 75, 79, 80, 82, 83, 84, 85, 86, 87, 88, 91, 93, 94, 95, 96, 97 and 98 are hereby repealed.

CHAPTER ~~SIX~~FIVE

STREETS

1. ~~SECTION 72.~~ The City Council may by a vote of two-thirds of the members thereof, vacate any highway, street, lane, or alley, or portion of either, and such power of vacating highways, streets, lanes and alleys within the City of Brainerd is vested exclusively in the City Council and no court or other body or authority shall have any power to vacate any such highway, street, lane or alley.
2. ~~SECTION 73.~~ The City Council shall have power to designate districts or portions of the streets and alleys of the City for the purpose of cleaning the same and may provide for the cleaning of such districts by a contract on such terms as shall be deemed advisable.
3. ~~SECTION 76.~~ It is hereby made the duty of all owners of land adjoining any street, lane or alley in said City, to construct, reconstruct and maintain in good repair such sidewalks along the side of the street, lane or alley next to the lands of such owners respectively, as may have been heretofore constructed, or shall hereafter be constructed, or directed by the City Council to be built, and of such material and width, and upon such places and grades as the City Council may by ordinance or otherwise prescribe. Whenever the City Council shall deem it necessary that any sidewalk in the City of Brainerd shall be constructed or re-constructed, it shall by resolution direct such construction or re-construction,

specifying the width thereof, and the material of which the same is to be constructed. The publication of such resolution once in the official paper of the City shall be sufficient notice to the owners of the land along which said sidewalk is to be built to construct the same, and unless such owners shall each along each owner's respective land, construct and fully complete such sidewalks within two (2) weeks after the publication of such resolution as aforesaid, the City Council shall forthwith proceed to ascertain the expense of constructing the same and assess and levy such expense upon and against each lot and parcel of land upon which such sidewalk shall front. Such assessment shall be collected in the same way in all things as provided for the collection of special assessments under the provisions of Section 75 of this Charter. And the City Council may either before or after making such assessment cause such portion of such sidewalks as have not been built by the owners of such land fronting on the same and all street crossings to be built by the City, or upon contract or by any other person as the council may determine.

4. ~~SECTION 77.~~ If the owner of any lot or parcel of land shall suffer any sidewalk along the same to become broken, rotten or out of repair, it shall be the duty of the City Engineer to immediately repair the same in a good, substantial and thorough manner, and to report to the City Council the cost of such repairs in each case, and a description of the lot or parcel of land abutting which such repairs are made, and such report shall be filed and carefully preserved by the City Administrator. And the City Council shall once in each year, at, or as near as conveniently may be, the time of levying the yearly City taxes, assess and levy upon each of the parcels of land fronting or abutting upon sidewalks which have been repaired by the City, the cost of making such repairs. In each case such assessment for all such repairs within the year may be combined in one assessment roll and be collected as provided for in other special assessments in this Charter. In case any such sidewalk shall become so out of repair as to become dangerous and cannot be made safe without being rebuilt, and there are no funds to defray the expense of such rebuilding, it shall be the duty of the City Engineer to remove the same entirely, and the expense of such removal shall be added to the cost of rebuilding when the same shall be reconstructed, and collected with the assessment for such reconstruction.
5. ~~SECTION 78.~~ It shall be the duty of the City Council, before ordering the construction of any new sidewalk, to cause ground on which is to be built to be properly graded.
6. ~~SECTION 81.~~ No railway company or street company shall have any right in cleaning their tracks through any part of the City or otherwise, to pile up snow or other material and leave the same piled upon any traveled portion of any street in the City. Any such company shall be liable to any person who shall be injured by means of any obstruction caused by the company or its servants for all damages sustained. ~~And in case any damage shall be recovered against the City for injuries caused by such obstruction the City shall have the right to recover the same again from the company by whom the obstruction was caused.~~

7. ~~SECTION 92.~~ It shall require a two-thirds (2/3) vote of the members elect of the City Council to determine, in the first instance to make any improvement for which a special assessment may be levied, except in respect to sidewalks, when a majority shall suffice. But this restriction shall not apply to any subsequent act of the Council touching such improvement, or the special assessment to provide means therefor.
8. ~~SECTION 99.~~ The City Council may at its discretion defer payment of certain special assessments for street improvements as defined in Chapter 429 of the Minnesota Statutes where a financial hardship exists. The Council shall by Ordinance define the circumstances wherein such deferments may be made.

The City Council does endorse the principal of deferment of special assessments for those citizens where the payment of said special assessments constitute a financial hardship. The Council, in accordance therewith, may defer the payment of a special assessment on homestead property owned by a person who has a financial hardship and the payment of the assessment would create a further financial hardship.

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 qualification 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 Administrator shall notify the County Auditor who shall record a notice of the deferment with the County Recorder setting forth the amount of the assessment.

A hardship shall be deemed prima facie to exist when all of the following apply:

- A. The applicant, his 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 application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.
- B. The total special assessments to be deferred exceed the sum specified in the most current Resolution adopted by the City Council setting this amount.
- C. The applicant certifies that the total assets of the applicant and spouse, exclusive of the homestead, do not exceed the sum specified in the most current Resolution adopted by the City Council setting this amount.
- D. The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than the sum specified in the most current Resolution adopted by the City Council setting this amount.

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 other applicants.

The option to defer payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one 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 within the time prescribed in this section."

SECTION SIX: Chapter Eight is renumbered as follows.

CHAPTER ~~EIGHT~~SIX

PUBLIC UTILITIES COMMISSION

- 1. ~~SECTION 103.~~ The Public Utilities Commission shall control, operate and manage the water works plant and business, and the electric light plant and business, and all other public utilities which are now or may hereafter be owned by and operated within said City.
- 2. ~~SECTION 104.~~ Such commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the commission.
- 3. ~~SECTION 105.~~ The Secretary of the commission shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall be the collector of all moneys which may be due or coming to said Commission or the City, on account of water rentals, light rentals, power rentals and otherwise on account of water, light or power furnished. The Secretary shall be the bookkeeper of said commission and shall keep books fully showing the names of all patrons consumers of water, light and power, and the amounts from them severally due, also all moneys collected, from whom collected and the several amounts thereof; and also all

purchases made by the Commission and all labor employed, and all money due and paid on account thereof. Said Secretary shall from day to day pay into the City Treasury all moneys so received, and shall receive from the City Treasury receipts therefor, which receipts shall be in duplicate, one copy of which shall be filed with the Commission and the other filed with the City Administrator. Said secretary shall at the end of each month, or within three days thereafter, make a report fully showing the receipts and disbursements during the last month, which report shall be in duplicate, one copy of which shall be filed with said commission and the other filed with the City Administrator.

The said Secretary shall give such bond as the board may require and approve, such bond to run to the City of Brainerd and to be conditioned that the Secretary will faithfully perform all the duties of the office as Secretary of the Public Utilities Commission, and that the Secretary will account for and pay over all money and property coming into the Secretary's possession. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.

4. ~~SECTION 106.~~ The Commission shall have power to appoint and employ all necessary help to properly perform its duties and to fix their compensation subject to the approval of the City Council as provided for in Section 109 of the City Charter.
5. ~~SECTION 107.~~ Subject to state law, the Commission shall have power to fix all rates and compensation to be paid by consumers of water and electric light and power, and to make and enforce such rules, regulations and penalties as they may deem proper to affect such collections and to protect all property and rights pertaining to the said departments.
6. ~~SECTION 108.~~ The Public Utilities Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings; nor shall any water main be ordered or extended unless the City Council shall so order the same by a resolution passed by a majority vote of all its members.
7. ~~SECTION 109.~~ The Commission shall, at the first meeting of the City Council, in December of each year, present a budget for the following year, which budget shall set forth all expenditures that can be anticipated for the operation of the commission, during said fiscal year, and when approved, in whole or such part as may be approved by the City Council, shall constitute the authority for such commission to make such expenditures. The commission shall have the power to purchase and pay for all supplies necessary for the management of said business, when so approved by the City Council either as a part of said budget or by resolution of the City Council authorizing same, except that the commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury to said plants, making such purchases and contracts necessary to repair the same.
8. ~~SECTION 110.~~ It is hereby made the duty of the Commission to furnish water to all private consumers, by water meter measurement so far as practicable, and so far as

practicable to furnish electric light and power to all consumers by electric meters. And it is made the duty of the Commission to furnish and place reliable water and electric meters for the said purposes, which meters shall be the property of the City and shall be considered in the possession and under the control of the commission, but the Commission shall have power to charge the consumers such reasonable rent for the use of such meters as they may deem proper, which rental charge may be added to and made a part of the charges made for water and electricity.

9. ~~SECTION 111.~~ All water rentals and electric light and power rentals, together with meter rentals which are not paid as due, are hereby made a charge against and lien upon the real estate for the use of which, or the occupants of which water and electricity is furnished; and it is made the duty of the Secretary of the Public Utilities Commission, on or before the first day of November of each year to furnish to and file with the Auditor of Crow Wing County, an itemized statement showing the amounts of such delinquencies and the property to be charged, and it shall be the duty of the County Auditor to extend the same upon the tax roll of the property as a tax and a charge against the property, and the same shall be collected by the County Treasurer as other taxes and paid to the City Administrator, who shall turn it into the water and light fund."

SECTION SEVEN: Chapter Nine is renumbered as follows, and Section 115 is hereby repealed.

CHAPTER ~~NINE~~SEVEN

THE PARK AND RECREATION BOARD

1. ~~SECTION 112.~~ The Park and Recreation Board shall have control and supervision of all parks, parkways, and boulevards within the City, and also of such streets and other public grounds as the City Council shall by proper resolution designate. It shall also establish the recreation policy and conduct and supervise recreation areas, facilities, services and programs for all types of public recreation. It shall have the authority to conduct activities and pay for the necessary supervision incidental thereto, on the grounds and properties owned, leased or controlled by the City of Brainerd, or on other properties with the consent of the owners or authorities who control the property. And it is made the duty of said Board to cause to be enforced all laws of the State and Ordinances and Resolutions of the City Council for the improvement, care and protection of the parks and other public property under its charge.
2. ~~SECTION 113.~~ The said board shall organize by selecting a President and Vice-President from its members and a Clerk, and the Clerk shall keep a full record of all proceedings of said board, and shall keep books showing all monies received and disbursed and the management of the business committed to said board.
3. ~~SECTION 114.~~ The said board shall establish the qualification for employment and shall have the authority to employ and determine the compensation of a trained and qualified Director of Parks and Recreation, and such other assistants, supervisors, playleaders, or other employees that may be necessary, in its

judgment, for the efficient administration, conduct and development of the public recreation program, within the monies provided for such purposes by the City. Said board shall have the power of coordination of services with other governmental programs, solicit and train volunteers, purchase supplies and equipment, develop and maintain facilities, procure or lease public or private properties, areas or facilities that may be required for programs, provided, however, that no property shall be procured by lease or otherwise for more than one year without the approval of the City Council. All expenditures shall be within the moneys appropriated by the City for such purposes, together with donations, gifts, bequests of any money, or any funds from earnings. All money received from donations, bequests or earnings shall be deposited in a special account managed by the board.

4. ~~SECTION 116.~~ The board shall each year prior to September 1 prepare a budget for park and recreation purposes for the ensuing fiscal year; subject to the approval of the city Council.
5. ~~SECTION 117.~~ The members of said board shall receive no compensation for their services except that the clerk shall be paid such salary for his/her services as the board shall recommend and the City Council determine.

SECTION EIGHT: Chapter Ten is renumbered as follows:

CHAPTER ~~TEN~~EIGHT

PUBLIC LIBRARY BOARD

1. ~~"SECTION 118.~~ The Library Board shall organize by appointing a President, Vice-President and Secretary from their number; such board shall have charge and supervision of the public library; together with all library buildings, grounds and other property pertaining to the public library, and shall have power to make and enforce such rules and regulations, as it may deem proper for the care, use, preservation and protection of all property. The City Council may pass all proper Ordinances for the care, preservation and protection of library property and provide for and enforce penalties for violation thereof.
2. ~~SECTION 119.~~ The Secretary of the Library Board shall keep books of account fully showing all moneys received and disbursed and the purposes therefor, and the exact condition of said fund, and shall annually on or before the first Council meeting in may make a statement fully showing all the receipts and disbursements of said fund for the last year and the exact condition, which report shall be in duplicate, one copy of which shall be preserved in that office and the other copy filed with the City Administrator.
3. ~~SECTION 120.~~ The general laws of the state with respect to the establishment and maintaining of public libraries are hereby made a part of this Charter, except so far as the same herein changed or modified."

SECTION NINE: Chapter Eleven is renumbered as follows and Sections 122, 125, 126 and 130 are hereby repealed.

CHAPTER ~~ELEVEN~~NINE

GENERAL PROVISIONS

1. ~~"SECTION 121.~~ The City council may from time to time provide for the compilation and publication of the Ordinances of the City, and such resolutions as may be designated, and for the distribution or sale of copies of such compilation in its discretion, and may also provide for exchange of such printed compilations for similar publications for other cities.
2. ~~SECTION 124.~~ All actions brought to recover any penalty or forfeiture under this act or the ordinances, resolutions, by-laws, or police or health regulations, made in pursuance thereof, shall be brought in the corporate name of the City.
3. ~~SECTION 127.~~ No penalty or judgment recovered in favor of the City shall be remitted or discharged, except by a vote of two-thirds of all the members of the City Council; but nothing in this section shall be so construed as to prohibit the judge of a court of jurisdiction from granting new trials or reversing any judgment rendered by the court according to the usual procedure of courts, nor to prohibit said court from suspending execution of sentence in its discretion.
4. ~~SECTION 128.~~ No City officer, or employee of the City, shall sell, dispose of, or convert to the officer's own use, any City property in the officer's charge without special authority from the City Council.
5. ~~SECTION 131.~~ That the Charter Commission of the City of Brainerd, as prescribed by state law, be composed of seven (7) members, each of whom shall be a qualified voter of the City of Brainerd."

SECTION TEN: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Final Reading - Proposed Ordinance No. 1517 - Ordinance Amending Section 515-66: Transient Food Unit Overlay District

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 5 minutes
Summary of Issue: Section 515-66 of the Code of Ordinances regulates the operations of transient food units, which include trucks, trailers, wagons, carts, seasonal temporary food stands, etc. In the last few years, the Community Development Department has seen an increase in interest from transient food units who consider operating in Brainerd either consistently or sporadically. Unfortunately, many transient food units choose not to operate in Brainerd due to the City's rather restrictive transient food unit ordinance or operate unlicensed on weekends when staff is not in the office. Staff brought this issue before the City Council in August 2020, and the Council referred the issue to the Planning Commission. During the Planning Commission workshop on April 28th, staff lead the Commission through a discussion on three areas of the ordinance that staff requested the Commission consider revising. In the end, the Commission had consensus on three amendments to the ordinance. The City Council held the first reading for Proposed Ordinance No. 1517 during the Council meeting on June 7.	
Alternatives, Options, Effects on Others/Comments: The three amendments to the ordinance are: 1) a uniform operation time across all operational areas of 7:00am to 11:00pm. 2) allowing transient food units to operate in any commercial district, except for B-1 (Neighborhood Office) Districts, and industrial district as well as Central Lakes College and the Franklin Arts Center. 3) eliminating the restriction that transient food units may not operate within 300 feet of the property line of a restaurant or bar that serves food.	
Recommended Action/Motion: 1) Motion to hold the final reading of Proposed Ordinance No. 1517, an ordinance amending Section 515-66: Transient Food Unit Overlay District, and dispense with the actual reading of the ordinance. *To dispense with the actual reading of the ordinance, such a vote must be unanimous* 2) Motion to adopt proposed Ordinance No. 1517, an ordinance amending Section 515-66: Transient Food Unit Overlay District.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

**ORDINANCE
NO. 1517**

**AN ORDINANCE AMENDING SECTION 515-66: TRANSIENT FOOD UNIT OVERLAY
DISTRICT**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: The title of Section 515-66 of the City Code is hereby amended by removing the following:

TFU – Transient Food Unit ~~Overlay District~~

SECTION TWO: Section 515-66-2 of the City Code is hereby amended by adding the following:

515-37-1: Established Boundaries and Permitted Hours of Operation. ~~The boundaries of the TFU – Transient Food Unit Overlay Districts are shown on the Transient Food Unit Overlay Map attached to this Ordinance as Appendix 1.~~ Transient Food Units are permitted to operate on any industrially zoned property or commercially zoned property within the City except those zoned B-1 (Residential Office) District. Transient Food units are also permitted to operate on property owned by Central Lakes College, the Franklin Arts Center, and Independent School District 181 regardless of zoning district.

~~Transient food unit hours of operation are identified as follow:~~

- | | |
|---|------------------------------|
| 1. West Brainerd | 11:00am to 7:00pm |
| 2. County Government Center | 11:00am to 7:00pm |
| 3. Downtown | 11:00am to 2:00am |
| 4. Northern Pacific Center | 11:00am to 2:00am |
| 5. Intersection of Hwys 18 and 25 | 11:00am to 7:00pm |
| 6. Brainerd Industrial Park | 11:00am to 7:00pm |
| 7. Central Lakes College | 11:00am to 7:00pm |
| 8. Franklin Art Center Parking Lot | 11:00am to 7:00pm |

Transient food unit hours of operation shall be limited to 7:00am to 11:00pm.

SECTION THREE: Section 515-66-4 of the City Code is hereby amended by removing the following:

~~16. Units cannot locate within 300' of the property line of a restaurant or bar that serves food.~~

SECTION FOUR: All other provisions of Section 515-66 shall remain in full force and effect.

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

Adopted this _____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time – _____

MEMO



TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: May 19, 2021

RE: Text Amendment – Section 515-66: Transient Food Unit Overlay District

Introduction

[Section 515-66](#) of the Code of Ordinances regulates the operations of transient food units, which include trucks, trailers, wagons, carts, seasonal temporary food stands, etc. In the last few years, the Community Development Department has seen an increase in interest from transient food units who consider operating in Brainerd either consistently or sporadically. Unfortunately, many transient food units choose not to operate in Brainerd due to the City's rather restrictive transient food unit ordinance or operate unlicensed on weekends when staff is not in the office.

During the Planning Commission workshop on April 28th, staff lead the Commission through a discussion on three areas of the ordinance that staff requested the Commission consider revising. In the end, the Commission had consensus on the following revisions.

Operating Times

Currently allowed hours of operation for transient food units are listed as follows:

- | | |
|------------------------------------|-------------------|
| - West Brainerd | 11:00am to 7:00pm |
| - County Government Center | 11:00am to 7:00pm |
| - Downtown | 11:00am to 2:00am |
| - Northern Pacific Center | 11:00am to 2:00am |
| - Intersection of Hwys 18 and 25 | 11:00am to 7:00pm |
| - Brainerd Industrial Park | 11:00am to 7:00pm |
| - Central Lakes College | 11:00am to 7:00pm |
| - Franklin Arts Center Parking Lot | 11:00am to 7:00pm |

Upon staff's recommendation, the Planning Commission agreed to consider a uniform operation time across all operational areas of 7:00am to 11:00pm. This would allow for transient food units to serve breakfast if they so choose as well as operate later into the dinner hour.

Operating Areas

Currently there are only eight allowed areas within the community that transient food units are allowed to operate. They are the same as listed above, and a map showing the boundaries of each district is attached. All properties along Washington St including the East Brainerd Mall property are not included as operational areas. Additionally, the strip mall that contains Ace Hardware and the Chamber of Commerce is also oddly excluded as

an operational area while the vast majority of properties in the commercial area of West Brainerd are included.

Upon staff's recommendation, the Planning Commission agreed to consider allowing transient food units to operate in any commercial district, except for B-1 (Neighborhood Office) Districts, and industrial district as well as Central Lakes College and the Franklin Arts Center. Most notably, this would expand operational areas to include properties along Washington Street, the East Brainerd Mall, the Ace Hardware strip, the South 6th St commercial area, the industrial/commercial area in between Hwys 210 and 25, and the entirety of the Hwy 25 and Oak St. intersection.

Distance from Restaurants and Bars

Section 515-66-4.16 currently prohibits transient food units from locating within 300 feet of the property line of any restaurant or bar that serves food. This restriction effectively negates the majority of currently allowed operational areas as there is at least one restaurant or bar that serves food within 300 feet of almost every private parking lot that would be suitable for the operation of a transient food unit.

Upon staff's recommendation, the Planning Commission agreed to consider eliminating this restriction.

Recommended Action

Staff recommends two actions:

1. Conduct the noticed public hearing on the attached proposed ordinance, amending Section 515-66 with the changes listed above.
2. Vote to recommend approval of the attached proposed ordinance to the City Council.



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Final Reading - Proposed Ordinance No. 1518

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 2 minutes
Summary of Issue: The Foundation for Health Care Continuums has submitted applications for rezoning and Planned Unit Development (PUD). The applicant requests rezoning three parcels along Beaver Dam Road from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District. The purposed of these requests is to construct a senior living facility comprised of 92 apartments and 18 memory care units as well as a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children. The City Council approved the Development Stage Plan of the PUD and held the first reading of Proposed Ordinance No. 1518 to rezone the properties from R-A to PUD during the Council meeting on June 7.	
Alternatives, Options, Effects on Others/Comments: The Planning Commission consider this rezoning and PUD request in a special meeting held on Wednesday, May 26. Upon hearing staff's findings-of-fact, receiving a walkthrough of the development by the applicant, and conducting a public hearing, the Commission voted unanimously to recommend approval of the requested rezoning from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District. They, likewise, voted unanimously to recommend approval of the Development Stage Plan, conditional on the rezoning of the property and the use of the City's residential lighting standards throughout the development as outlined in Section 515-18 of the City Code.	
Recommended Action/Motion: 1) Motion to hold the final reading of Proposed Ordinance No. 1518, an ordinance amending Ordinance No. 812 pertaining to the zoning in the City of Brainerd, and dispense with the actual reading of the ordinance. *To dispense with the actual reading of the ordinance, such a vote must be unanimous* 2) Motion to adopt Proposed Ordinance No. 1518, an ordinance amending Ordinance No. 812 pertaining to the zoning in the City of Brainerd.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: May 26, 2021

RE: Consideration for Country Manor Rezoning and Planned Unit Development

The Foundation for Health Care Continuums has submitted applications for rezoning and Planned Unit Development (PUD). The applicant requests rezoning three parcels along Beaver Dam Road from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District. The purposed of these requests is to construct a senior living facility comprised of 92 apartments and 18 memory care units as well as a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children.

The properties (the Site) on which this development will take place are not addressed but are legally described as:

N. 874.74 FT OF NE1/4 OF SW1/4, EXCEPT S. 12 ACRES OF N. 874.74 FT. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

NW1/4 OF SE1/4 SECTION 33, EXCEPT THE S. 26.1 ACRES THEREOF

S 26.10 ACRES OF NWSE. TOGETHER WITH AN ESMNT OF RECORD.

P.I.N. 41330755, 41330745, 41330744

Section 33, Township 134, Range 28

Findings of Fact

1. The Site is currently zoned R-A (Rural Agricultural) District.
 - a. Neither multi-family, high density residential uses nor commercial day care facilities are allowed within R-A Districts.
2. [Section 515-75](#) of the City Code states that the purpose of the Planned Unit Development (PUD) District is to “provide for the integration and coordination of land parcels as well as the combination of various types of residential, commercial and industrial uses.”
3. Per Section 515-76-2, all permitted, permitted accessory, or conditional uses contained in Sections 51 through 71 of the Code shall be treated as potentially permitted uses within a PUD District.
 - a. Commercial day care facilities are considered a conditional use in B-2, B-3, and B-4 districts.
 - b. Multi-family dwellings are considered a permitted use in R-3 districts.

- c. Senior housing is considered a conditional use in R-2 and R-3 districts.
 - d. Residential care facilities serving 6 or more persons are considered a permitted use in R-2 districts.
 - e. Residential care facilities service 6 or fewer persons are considered a permitted use in R-3 districts.
- 4. There is no lot width, length, area, setback, impervious surface, or building use and design regulations within PUD districts.
 - a. Such regulations are determined through negotiation with a developer as part of the PUD review and approval process.
- 5. When considering a PUD proposal, [Section 515-11-3](#) states “The City may approve the Planned Unit Development (PUD) only if it is found that the development satisfies all of the following standards.”
 - a. The proposed Planned Unit Development (PUD) is in conformance with the Comprehensive Plan for Brainerd. At a minimum, the City shall find that the Planned Unit Development (PUD) does not conflict with the Comprehensive Plan with regard to the following:
 - 1. The use will not create an excessive burden on existing parks, schools, streets, and other public facilities and utilities, which serve or are proposed to serve the area.
 - 2. The residential elements of the development will solely serve seniors.
 - 3. The development includes its own open space areas.
 - 4. The development includes on site stormwater management.
 - 5. The development will connect to the City’s sewer, water, and electrical system.
 - a. The City Engineer and Brainerd Public Utilities have no concerns that this development will create an excessive burden on these utilities.
 - ii. The use is reasonably related to the overall needs of the City and is compatible with the surrounding land use.
 - 1. The City and Crow Wing County as a whole are in the need of diverse housing options.
 - 2. The surrounding areas are also residential in use.
 - 3. The City and Crow Wing County as a whole are in need of further childcare options.
 - iii. The Planned Unit Development (PUD) is an effective and unified treatment of the development possibilities on the project site and the development plans provide for the preservation of unique natural amenities such as streams, stream banks, wooded cover, rough terrain, and similar areas.
 - 1. The development intends to use the rural setting of the site as an integral element of the development, providing as much natural areas to its future residents as possible.
 - iv. The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property, and will not be detrimental to surrounding uses.

1. This property will be well separated from surrounding uses through natural screening and buffers.
- b. The Planned Unit Development (PUD) meets or exceeds the following development criteria:
 - i. A minimum of two (2) or more principal structures is proposed.
 1. More than 2 principal structures are proposed.
 - ii. The tract is at least 2 acres in size.
 1. The Site is approximately 54 acres in size.
- c. The use is consistent with the requirements of the Zoning Ordinance.
 - i. The use will be consistent with the requirements of the Zoning Ordinance if rezoned from R-A (Rural Agricultural) District to PUD District.
- d. The Planned Unit Development (PUD) can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site.
 - i. Natural buffers shall be maintained between existing developments and the Site.
 - ii. The surrounding developments are comprised of residential properties and a care facility.
- e. Each phase of the proposed development is of sufficient size, composition, and arrangement so that it's construction, marketing, and operation are feasible as a complete unit, and that provision for and construction of dwelling units and common open space are balanced and coordinated. In addition, the total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
 - i. The proposed development will be complete development that will occur all in one stage.
 - ii. Any potential future development on the Site will serve to further support the initial development's use and character.
- f. Financing is available to the applicant on conditions and in an amount which is sufficient to assure completion of the Planned Unit Development (PUD). To evidence this finding, a written statement of financial feasibility, which is accepted by the City, shall be submitted by the applicant.
 - i. The applicant has the ability to acquire the necessary financing to complete the proposed development in full.
 - ii. The applicant will be required to provide proof of financing with approval of the Final Plan.
- g. One (1) individual has been designated by the property owner(s) to be in control of the development.
 - i. While the property owner has and shall continue to work in conjunction with multiple entities throughout the development process, the property owner maintains all rights, authority, and management of the development.
- h. The Planned Unit Development (PUD) provides for architectural diversity by way of varied building types and exterior building design.

- i. The development is a contiguous development comprised of similar yet separate designs.
- i. Underground Utilities. In any Planned Unit Development (PUD), all utilities, including, but not limited to, telephone, electricity, gas and cable television shall be installed underground.
 - i. All utilities in the development are planned to be placed underground.
- j. Utility Connections.
 - i. Water Connections. Where more than one property is served from the same service line, a shut off valve must be located in such a way that each unit's service may be shut off and secured by the City, in addition to the normally supplied shut off at the street.
 - 1. Individual shutoffs will be located throughout the development.
 - ii. Sewer Connections. Where more than one (1) unit is served by a sanitary sewer lateral which exceeds three hundred (300) feet in length, provision must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owners association or owner.
 - 1. Manholes will be located throughout the development.
- k. Roadways, Private.
 - i. Design. Private roadways within the project shall have an improved surface to twenty-eight (28) feet or more in width and shall be so designed as to permit the City fire trucks to provide protection to each building.
 - 1. Proposed private roadways have been reviewed by the City Engineer and Fire Chief and have been deemed adequate.
 - ii. Parking. No portion of the required private road system may be used in calculating required off-street parking space or be used for parking.
 - 1. There is no listed off-street parking requirement within PUD districts within the Code.
 - 2. Staff believes the proposed dedicated parking areas will sufficiently serve the development.
- l. Landscaping. In any Planned Unit Development (PUD), landscaping shall be provided according to a plan approved by the City Council, which shall include a detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the Planned Unit Development plan.
 - i. A detailed landscape plan has been submitted.
 - ii. Significant natural buffers will be maintained that will more than adequately screen the development from surrounding areas and roadways.
- m. Public services. The proposed project shall be served by the City water and sewer system and fire hydrants shall be installed at such locations as necessary to provide fire protection.

- i. The development will be served by City sewer and water and the location of fire hydrants has been reviewed by the Fire Department.
 - n. Refuse. Provision for trash pick-up shall be provided according to a plan approved by the City Council.
 - i. Per City Code, refuse must be collected at a minimum of a weekly basis.
 - o. Best Management Practices. All Planned Unit Developments shall incorporate Best Management Practices for stormwater management as defined by Section 515-2-2 of this Ordinance, subject to review and approval of City staff, Planning Commission and City Council.
 - i. [Section 515-2-2](#) of the City Code defines Best management Practices as “Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.”
 - ii. Three stormwater retention areas are proposed.
 - iii. The City Engineer has reviewed the proposed development for stormwater impacts and has expressed no concerns.
 - p. Sidewalks and Trails. Except as otherwise determined by the City Council, concrete sidewalks not less than five (5) feet in width and/or bituminous trails not less than eight (8) feet in width shall be provided.
 - i. The proposed development is exempt from this restriction as all proposed roadways are private.
 - q. Development Agreement. Prior to a rezoning or the issuance of a building permit as part of a Planned Unit Development (PUD), the developer shall execute a development agreement with the City. The agreement shall detail all use restrictions and required improvements conditional to the Planned Unit Development (PUD) rezoning or Conditional Use Permit approval. The agreement shall provide for the installation within one (1) year of the off-site and on-site improvements as approved by the City Council, secured by a cash escrow or security in an amount and with conditions satisfactory to the City, to insure the City that such improvements will be actually constructed and installed according to specifications and plans approved by the City as expressed in such agreement. The amount of the financial guarantee shall be one and one-half (1½) times the estimated cost of the improvements as determined by the City of Brainerd.
 - i. The City Attorney shall draft a development agreement that shall be executed between the City and the Foundation for Health Care Continuums upon approval of the Development Stage Plan by the City Council and prior to review of the Final Stage Plan.
6. Northern sections of the Site are within the Gilbert Lake shoreland district.

- a. Per [Section 530.09](#) Subd. 5 Paragraph B of the City Code, impervious surface coverage of lots must not exceed 25% of the lot area.
 - b. Approximately 650,312 square feet (14.93 acres) of the Site, exclude the proposed Outlot B, are within the shoreland district.
 - c. Per the recommendation of consultants with Swanson Haskamp Consulting, the overall impervious surface allowed on the Site should be calculated by combining the 25% impervious surface restriction of the areas within the shoreland district to the allowed impervious surface of the non-shoreland areas.
 - d. The City Code does not list an impervious surface restriction in PUD districts.
 - e. Staff has calculated the total allowable impervious surface 2 ways:
 - i. Total impervious surface percentage allowed using the residential 60% restriction in non-shoreland areas: 49%
 - ii. Total impervious surface percentage allowed with no restrictions in the non-shoreland areas as allowed in commercially and industrial zoned areas: 75.75%
 - f. As this development has both commercial and residential uses, staff recommends allowing a maximum of 60% total impervious surface.
 - i. 60% impervious for this site (excluding the proposed Outlot B) would be approximately 1,206,653 sq. ft. (27.7 acres).
7. Planned Unit Developments are generally reviewed and approved in 3 phases: Concept Plan review, Development Plan review, and Final Plan review.
- a. This application is a Development Stage Plan review, skipping the Concept Plan review step.
 - i. Per Section 515-11-11.D, "In cases of single stage Planned Unit Development (PUD) or where the applicant wishes to begin the first stage of a multiple stage Planned Unit Development (PUD) immediately, they may, at their option, submit Development Stage Plans for the proposed Planned Unit Development (PUD) simultaneously with the submission of the General Concept Plan. In such case, the applicant shall comply with all the provisions of this Ordinance applicable to submission of the Development Stage Plan. The Planning Commission and City Council shall consider such plans simultaneously and shall grant or deny Development Stage Plan approval in accordance with the provisions of this section."

Review Process

The review process for this PUD request shall be as follows:

1. The Planning Commission shall review the Development Stage Plan and make a recommendation to the City Council whether to approve the Plan with recommended amendments and/or conditions to the Plan. A public hearing shall be held.
2. Upon receipt of the Planning Commission's recommendations, the City Council shall consider the recommendations.

3. Upon approval of the City Council, the City Attorney shall prepare a Development Agreement which stipulates the specific terms and conditions approved by the City Council and accepted by the applicant.
4. A Final Stage Plan covering the area designated in the Development Stage Plan as the first stage of the PUD shall be filed for review by the Planning Commission within 6 months from the date the City Council grants Development Stage Plan approval. Upon application by the applicant, the City Council may at its discretion extend for not more than 6 months, the filing deadline for any Final Plan when, for good cause shown, such extension is necessary.

Staff Opinion

Staff makes two recommendations:

- 1) Motion to approve the requested rezoning of the Site from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District.
- 2) Motion to approval of the Development Stage Plan conditional on the approved rezoning of the property.

**City Planning Department**

City Hall – 501 Laurel Street
Brainerd, MN 56401
218-828-2309/Fax 218-828-2316
www.ci.brainerd.mn.us

RECEIVED**MAY 13 2021****CITY OF BRAINERD
ADMINISTRATION**

Receipt # _____
Check # _____
Date Paid: _____

LAND USE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☐ (\$250.00)	☐ (\$400.00 + \$500.00 escrow deposit)
REZONING	☐ (\$300.00)	☒ (\$500.00)
VARIANCE	☐ (\$250.00)	☐ (\$400.00 + \$500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ (\$250.00)	☐ (\$400.00)
PLANNED UNIT DEVELOPMENT	☐ (\$250.00 + \$1,000.00 escrow deposit)	☐ (\$400.00 + \$1,000.00 escrow deposit)

PROPERTY ADDRESS: PIDs 41330745, 41330755, and 41330744

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

Property Owner Name: Foundation for Health Care Continuums

Street Address: 520 1st St. NE **City:** Sartell **State:** MN **Zip Code:** 56377

Phone Number: 320-253-1920 **Fax:** 320-656-5922 **E-mail:** bkelm@countrymanor.org

Applicant Name: (If different than Property Owner) _____

Street Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Fax:** _____ **E-mail:** khargurth@countrymanor.org

Description of Request: Rezone parcels to Planned Unit Development District to allow for the development of the properties to construct a senior living complex with child day care services available to the general public.

Property Owner Signature

Foundation for Health Care Continuums

(Please print name)

Applicant Signature

Brian Kelm

(Please print name)

Date

5-11-2021

Date

(OVER)

**ORDINANCE
NO. 1518**

**AN ORDINANCE AMENDING ORDINANCE NO. 812
PERTAINING TO THE ZONING IN THE CITY OF BRAINERD**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That existing Section 515-04-02 of the Brainerd City Code is hereby amended by changing the zoning designation of the properties below from an R-A (Rural Agricultural) District to a Planned Unit Development (PUD) District for the following:

The following properties are zoned Planned Unit Development (PUD) District and are legally described as:

N. 874.74 FT OF NE1/4 OF SW1/4, EXCEPT S. 12 ACRES OF N. 874.74 FT. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

P.I.N. 41330755

Section 33, Township 134, Range 28

NW1/4 OF SE1/4 SECTION 33, EXCEPT THE S. 26.1 ACRES THEREOF

P.I.N. 41330745

Section 33, Township 134, Range 28

S 26.10 ACRES OF NWSE. TOGETHER WITH AN ESMNT OF RECORD.

P.I.N. 41330744

Section 33, Township 134, Range 28

SECTION TWO: This Ordinance shall take effect and be in force one week from and after its publication.

Adopted this ____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time, _____, 2021



Country Manor - Brainerd



Country Manor - Brainerd



Country Manor - Brainerd



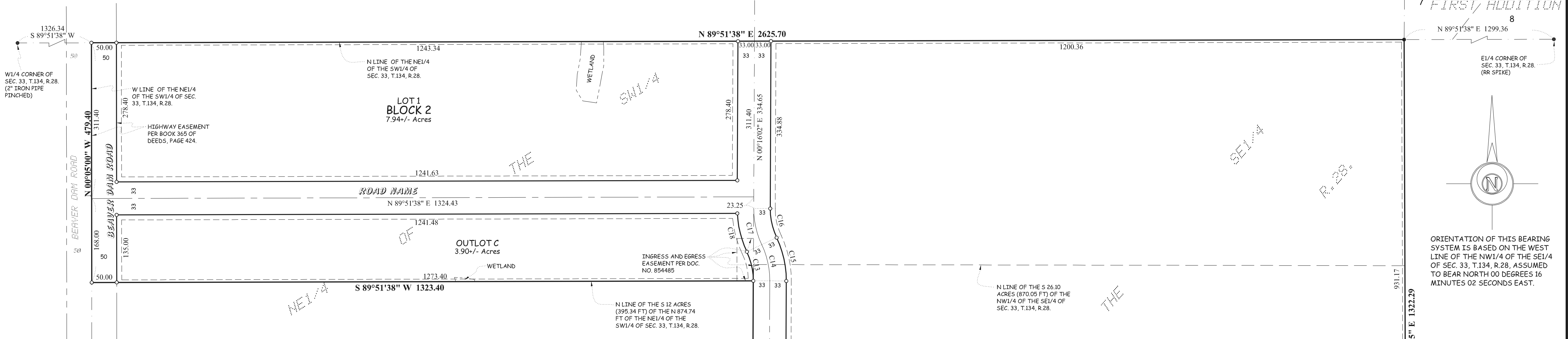
Country Manor - Brainerd



Country Manor - Brainerd

O'MALLEY & KRON LAND SURVEYORS, INC.
340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905

COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD



KNOW ALL PERSONS BY THESE PRESENTS: That CM Brainerd LLC, a Minnesota limited liability company, owner of the following described property, situated in the City of Brainerd, County of Crow Wing, State of Minnesota, described as follows, to-wit:

The South 26.10 Acres of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota.
AND
Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134), Range Twenty-eight (28), except the South 26.10 acres thereof, Crow Wing County, Minnesota.
AND
The North 874.74 feet of NE1/4 of SW1/4, Except the South 12 acres of the North 874.74 feet, Crow Wing County, Minnesota.

have caused the same to be surveyed and platted as COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD and do hereby donate and dedicate to the public for public use forever the public ways and drainage and utility easements as created by this plat.

In witness whereof said CM Brainerd, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

NAME, TITLE
STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by NAME, TITLE of CM Brainerd, LLC, a Minnesota limited liability company.

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, _____ COUNTY, STATE OF _____
MY COMMISSION EXPIRES: _____

I, Daniel M. Kron, hereby certify that I have surveyed and platted the property described on this plat as COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands (as defined in MN Statute 505.01 subd.3) or public ways to be designated other than shown.

Daniel M. Kron, Professional Land Surveyor
Minnesota Registration No. 42621

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daniel M. Kron, Professional Land Surveyor, Minnesota Registration No. 42621.

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
MY COMMISSION EXPIRES: _____

This plat of COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD was approved by the Planning Commission of the City of Brainerd, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____.

Chairman
Secretary

This plat of COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD was approved by the City Council of the of Brainerd, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____.

Mayor
City Administrator

County Auditor/Treasurer, Crow Wing County, Minnesota

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Auditor/Treasurer
Crow Wing County, Minnesota

County Recorder, Crow Wing County, Minnesota

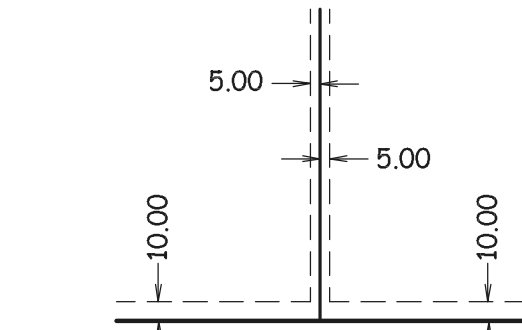
I hereby certify that the within instrument was filed in the office for record on the _____ day of _____, 20____, A.D. _____ at _____ o'clock _____ M.

County Recorder
Crow Wing County, Minnesota

Deputy County Recorder
Crow Wing County, Minnesota

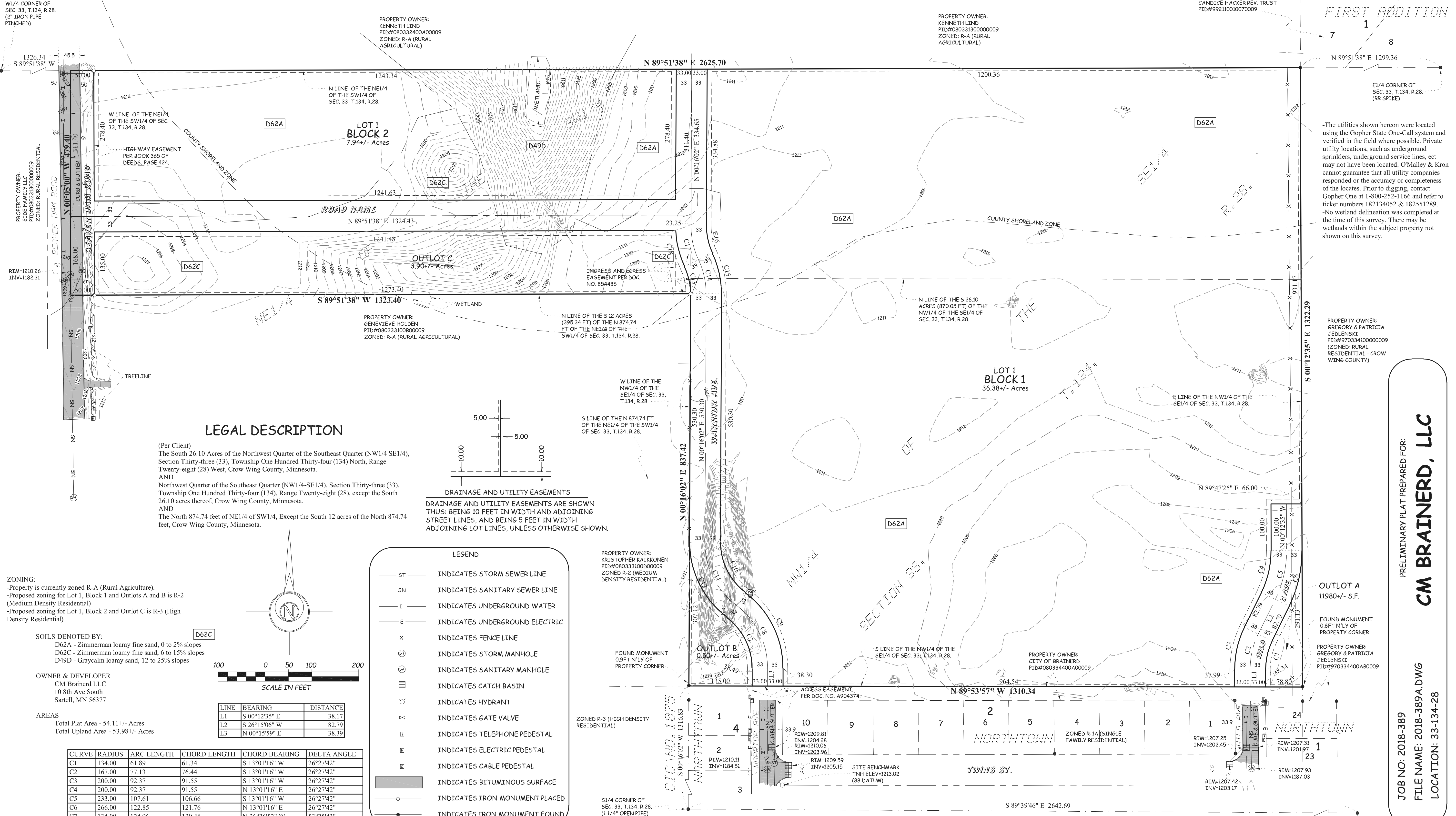
LINE	BEARING	DISTANCE
L1	S 00°12'35" E	38.17
L2	S 26°15'06" W	82.79
L3	N 00°15'59" E	38.39

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	134.00	61.89	61.34	S 13°01'16" W	26°27'42"	C10	134.00	124.96	120.48	S 26°26'51" E	53°25'46"
C2	167.00	77.13	76.44	S 13°01'16" W	26°27'42"	C11	167.00	155.73	150.15	S 26°26'51" E	53°25'46"
C3	200.00	92.37	91.55	S 13°01'16" W	26°27'42"	C12	200.00	186.50	179.82	S 26°26'51" E	53°25'46"
C4	200.00	92.37	91.55	N 13°01'16" E	26°27'42"	C13	134.00	60.07	59.57	N 12°34'30" W	25°41'03"
C5	233.00	107.61	106.66	S 13°01'16" W	26°27'42"	C14	167.00	74.86	74.24	N 12°34'30" W	25°41'03"
C6	266.00	122.85	121.76	N 13°01'16" E	26°27'42"	C15	200.00	89.65	88.91	N 12°34'30" W	25°41'03"
C7	134.00	124.96	120.48	N 26°26'52" W	53°25'43"	C16	134.00	60.07	59.57	S 12°34'30" E	25°41'03"
C8	167.00	155.73	150.15	N 26°26'52" W	53°25'43"	C17	167.00	74.86	74.24	S 12°34'30" E	25°41'03"
C9	200.00	186.50	179.82	N 26°26'52" W	53°25'43"	C18	200.00	79.66	79.14	S 14°00'22" E	22°49'18"



DRAINAGE AND UTILITY EASEMENTS
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN
THUS: BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES, AND BEING 5 FEET IN WIDTH
ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN.

PRELIMINARY PLAT OF: COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD



340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905
FAX 320-685-3056

PRELIMINARY PLAT PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012
FAX 320-685-3056

REVISED 04-21-20 (REVISED WILD AVE., ADDED SHORELAND ZONE)
REVISED 09-01-20 (ADDED TOPOGRAPHY TO BEAVER DAM ROAD)
REVISED 11-01-19 (CHANGED LOCATION OF WARRIOR AVE)

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

DANIEL M. KRON
MINNESOTA REGISTRATION NO. 42621

DATE: 12-06-18

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:
CM BRAINERD, LLC

JOB NO: 2018-389
FILE NAME: 2018-389A.DWG
LOCATION: 33-134-28



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Consider Ad Hoc Committees Procedure

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): City Administrator Bergman	Estimated Time Needed: 10 Minutes
Summary of Issue: The City has had Ad Hoc committees throughout the years but, unlike boards and commissions, there hasn't been a procedure/guidance on how they are created and how they operate. At the June 7 Council meeting, staff recommended creating a procedure for Ad Hoc Committees. We discussed a potential procedure and Council President Bevan's suggested that Council members provide me with any feedback/comments to assist in the development of this procedure.	
Alternatives, Options, Effects on Others/Comments: After doing some research on other city's and comments from Council members, staff created an Ad Hoc Committee Procedure which was reviewed by Attorney Langel. The procedure outlines the purpose, length of term, membership, organization, duties, etc. Staff would recommend adopting this procedure. If adopted, we would recommend that the existing Ad Hoc Committees (Parking, Water Tower and Walkable Bikeable) be officially reestablished at a future meeting.	
Recommended Action/Motion: Adopt the Ad Hoc Committee Procedure.	
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>	

AD HOC COMMITTEE PROCEDURE

Purpose: Ad Hoc Committees are temporary committees established by resolution by the City Council to address a specific issue.

Length of Term: The length of term of the Ad Hoc Committee shall be established by the City Council at the time of its creation for a specific duration. If the Committee does not believe they can accomplish the task assigned to them, they shall submit a request to the Council to extend for a specific period of time. The Ad Hoc Committee will be dissolved by the Council once its specific task has been completed or the Council determines that the Committee is no longer necessary.

Committee Membership: Ad Hoc Committees will consist of 5 to 9 members. At the time of creation, council will decided if there shall be a council member and a staff person appointed as a liaison and ex-officio member. Once established, the City will take applications until the Committee is filled by the Council President.

Compensation: Volunteer.

Meeting Dates and Time: Meeting dates and times will be established once the Committee has been formed. The Ad Hoc Committee should meet as often as necessary to conduct necessary business.

Organization: The Ad Hoc Committee shall elect its own chair, vice chair and secretary from its membership and appoint all other officers as necessary. Written minutes shall be kept of each meeting and the minutes shall be forwarded to the Council for their review.

Duties: Any Ad Hoc Committee shall be an advisory board only. Duties of the Ad Hoc Committee shall be established by the City Council upon creation of the Ad Hoc Committee

Qualifications to Serve:

- * Be a resident of the City of Brainerd or have an ownership interest in a business or other property within the City of Brainerd.
- * Interested in assisting/resolving/addressing the topic of the Ad Hoc Committee in the City of Brainerd.
- * Commission members cannot hold public office or a position in the city government.



Brainerd City Council Agenda Request

Requested Meeting Date: June 21, 2021

Title of Item: Set Council Workshop for Monday, July 12, 2021, at 5:00 p.m.

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): City Administrator Bergman	Estimated Time Needed: 5 Minutes
Summary of Issue: We would like to schedule a Workshop for July 12, 2021, at 5:00 p.m. to discuss the zoning code update and the Lively property.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Set Council Workshop for Monday, July 12, 2021, at 5:00 p.m.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	