

CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, October 17th 2022 @ 7:30pm

The public is invited to attend these meetings in person

Attend by phone **City Council**: 1-844-992-4726 Meeting Access Code: 2496 345 4095

Attend by phone: **Personnel and Finance Committee 7:00 PM**: 1-844-992-4726 Meeting
Access Code: 2499 787 7122

Attend by phone **Safety and Public Works Committee 6:30 PM**: 1-844-992-4726 Meeting
Access Code: 2489 922 5413

Meeting is also televised on CTC Cable channel 8 and streamed live on
YouTube: www.youtube.com/CityOfBrainerdMN

1. Call To Order

2. Roll Call

____ K. Stunek ____ G. Johnson ____ W. Bieser ____ T. Stenglein

____ T. Erickson ____ M. O'Day ____ 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**

Documents:

090922 INV REGISTER - ELECTIONS.pdf
SEPT 2022 PREPAIDS INV REGISTER.pdf
101722 COUNCIL AP INV REGISTER.pdf

B. **Approval Of Minutes**

Documents:

2022-10-03 CC Draft.pdf
2022-10-11 CC -State and Local Relief Funds Workshop.pdf

C. Approval Of Licenses

Contractor Licenses-

Documents:

20221017 Contractor Licenses.pdf

D. Department Activity Reports

Documents:

Community Development Director Report.pdf

PD Monthly Report.pdf

IT Monthly Report.pdf

E. Adopt Resolution Accepting 3rd Quarter Donations

Documents:

3rd Quarter Donations.pdf

**F. On-Sale/Sunday Liquor License- Submitted By Tara Bemidji LLC,
612 Front Street, Brainerd- Contingent Upon Approvals**

**G. Temporary Liquor License Submitted By Jackpine Brewery, For An
Event To Be Held On November 11, 2022, At Ya Sure Kombucha,
216 S 8th Street, Brainerd**

6. Council Committee Reports

A. Personnel And Finance Committee 7:00PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2499 787 7122

Documents:

10-17 PF Agenda.pdf

1. Accept The Resignation Of Engineering Technician Justin Larson

Documents:

PF - Justin Larson Resignation.pdf

2. Approve The Promotion Of Crystal Gauthier To Transit Coordinator

Documents:

*Approve the Promotion of Crystal Gauthier to Transit
Coordinator.pdf*

3. Consider Classification And Compensation Study Proposals

Documents:

PF - Classification and Comp Study .pdf

4. Discussion Of Civil Attorney Contract 2023-2024

Documents:

PF - Civil Attorney.pdf

5. Adopt Resolution Establishing Deferred Assessment Criteria

Documents:

PF - Res - Deferment of Assessments.pdf

B. Safety And Public Works Committee 6:30 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2489 922 5413

Documents:

10-17 SPW Agenda.pdf

1. Approve Event/Street Closure Application - Spooktacular

Documents:

SPW - Spooktacular Event App.pdf

2. Approve Event/ Alley Closure Application - Zion Lutheran Church Trunk-Or-Treat

Documents:

SPW - Zion Trunk-or-Treat.pdf

3. Discussion On Downtown Snow Removal And Special Services District

Documents:

SPW - DTSS Discussion.pdf

4. Discussion On North 3rd Street Sidewalk

Documents:

SPW - 3rd St Sidewalk.pdf

5. Adopt Resolution Approving Title VI Program Plan

Documents:

SPW - Res - Title VI.pdf

6. Approve Transit Capital Vehicle Grant Agreement - 2022 Bus Purchase

Documents:

SPW - Transit Bus Agreement.pdf

7. Approve HR Green Contract Amendment - Buffalo Hills Gully Project

Documents:

SPW - HR Green Contract Amendment.pdf

8. Approve Proposal From Widseth For Engineering Services For SPRA Lum Park Road Project

Documents:

SPW - Lum Park RFP.pdf

9. Adopt Resolution Approving Agreement With CWC - SPRA Lum Park Road Project

Documents:

SPW - CWC Agreement.pdf

10. Adopt Resolution Declaring Sufficiency Of Petition And Setting A Public Hearing On A Vacation Commenced By A Majority Of Abutting Landowners- Alley Blocks M And E, West Brainerd

Documents:

SPW - Neighbor to Love Alley Vacation.pdf

11. Direction On Active Code Enforcement Cases

Documents:

SPW - Direction on Active Code Enforcement Cases.pdf

7. Unfinished Business

- A. **Adopt Resolution For Assessment- 2022 Nuisance Abatement And 2021-2022 Downtown Special Services District**

Documents:

MA - DTSS-DTSS-Nuisance Assessments.pdf

B. Committee Resignations

David Haines- Rental Dwelling Board of Appeals

C. Call For Applicants - Informational

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

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

Charter Commission – 1 term (Expire 2022) 1 term (Expire 2025)

Rental Dwelling License Board of Appeals – 2 terms (Expire 2022)

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

Economic Development Authority (EDA) – 1 term (Expire 2028) 1 term (Expire 2026)

8. Public Forum

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

9. Staff Reports

(Verbal: Any Updates since Packet)

10. Mayor's Report

11. Council Member Reports

12. Adjourn

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"

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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POST DATES 09/07/2022 - 09/07/2022

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
8/9 PRIMARY -1 73545	Amanda Pepper 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73546	Amanda Pepper 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73547	Amanda Pepper 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	305.00 305.00	305.00	Open	N 09/07/2022
8/9 PRIMARY -1 73582	Andrew Shipe 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73583	Andrew Shipe 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73584	Andrew Shipe 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -4 73585	Andrew Shipe 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	315.00 315.00	315.00	Open	N 09/07/2022
8/9 PRIMARY -1 73565	Anne Pritschet 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73566	Anne Pritschet 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73567	Anne Pritschet 2022 PRIMARY 17 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	340.00 340.00	340.00	Open	N 09/07/2022

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8/9 PRIMARY -1 73525	Becky LaPlante 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73526	Becky LaPlante 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022
8/9 PRIMARY -1 73513	Bev Jensen 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73514	Bev Jensen 2022 PRIMARY 7.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	116.25 116.25	116.25	Open	N 09/07/2022
8/9 PRIMARY -1 73475	Bill (Wayne) Bailey 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73560	Cal Preisinger 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73561	Cal Preisinger 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73562	Cal Preisinger 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -4 73563	Cal Preisinger 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -5 73564	Cal Preisinger 2022 PRIMARY 16.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	330.00 330.00	330.00	Open	N 09/07/2022

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8/9 PRIMARY -1 73479	Candy Becker 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73480	Candy Becker 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -1 73614	Carolyn White 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73615	Carolyn White 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73616	Carolyn White 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	40.00 40.00	40.00	Open	N 09/07/2022
8/9 PRIMARY -4 73617	Carolyn White 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -5 73618	Carolyn White 2022 PRIMARY 17 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	340.00 340.00	340.00	Open	N 09/07/2022
8/9 PRIMARY -1 73535	Catherine Mayr 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73536	Catherine Mayr 2022 PRIMARY 17.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	262.50 262.50	262.50	Open	N 09/07/2022
8/9 PRIMARY -1 73600	Chad Sundberg 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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8/9 PRIMARY -2 73601	Chad Sundberg 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	22.50 22.50	22.50	Open	N 09/07/2022
8/9 PRIMARY -1 73476	Cheryl Bailey 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73477	Cheryl Bailey 2022 PRIMARY 1 HR NH TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	15.00 15.00	15.00	Open	N 09/07/2022
8/9 PRIMARY -3 73478	Cheryl Bailey 2022 PRIMARY 4.5 NH JUDGE 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	67.50 67.50	67.50	Open	N 09/07/2022
8/9 PRIMARY -1 73554	Cheryl Plouffe 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73555	Cheryl Plouffe 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73556	Cheryl Plouffe 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -4 73557	Cheryl Plouffe 2022 PRIMARY 18.75 ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	375.00 375.00	375.00	Open	N 09/07/2022
8/9 PRIMARY -1 73558	Colleen Popp 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73559	Colleen Popp 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022

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8/9 PRIMARY -1 73548	Connie Pierzinski 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73549	Connie Pierzinski 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73550	Connie Pierzinski 2022 PRIMARY 1 HR NH TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -4 73551	Connie Pierzinski 2022 PRIMARY 4.5 HR NH JUDGE 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	90.00 90.00	90.00	Open	N 09/07/2022
8/9 PRIMARY -5 73552	Connie Pierzinski 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	40.00 40.00	40.00	Open	N 09/07/2022
8/9 PRIMARY -6 73553	Connie Pierzinski 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	310.00 310.00	310.00	Open	N 09/07/2022
8/9 PRIMARY -1 73537	Dan McCarthy 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73568	David Riedel 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73569	David Riedel 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73570	David Riedel 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022

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8/9 PRIMARY -4 73571	David Riedel 2022 PRIMARY 18.75 ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	375.00 375.00	375.00	Open	N 09/07/2022
8/9 PRIMARY -1 73578	Dawn Sharp 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73579	Dawn Sharp 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -1 73538	Deborah Mickelson 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73539	Deborah Mickelson 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73534	Dolly Matten 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73493	Eileen Dwyer 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73494	Eileen Dwyer 2022 PRIMARY 15 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	225.00 225.00	225.00	Open	N 09/07/2022
8/9 PRIMARY -1 73631	Gilbert Williams 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73632	Gilbert Williams 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022

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8/9 PRIMARY -3 73633	Gilbert Williams 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -4 73634	Gilbert Williams 2022 PRIMARY 17.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	350.00 350.00	350.00	Open	N 09/07/2022
8/9 PRIMARY -1 73612	Gina Vermilyea 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73613	Gina Vermilyea 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73500	Glenna Falk 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73527	Hal Leland 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73528	Hal Leland 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73495	James Dwyer 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73496	James Dwyer 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022
8/9 PRIMARY -1 73619	Janice Wielenberg 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
8/9 PRIMARY -2 73620	Janice Wielenberg 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -3 73621	Janice Wielenberg 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73531	Jerry Lyscio 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73532	Jerry Lyscio 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73540	John Mickelson 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73541	John Mickelson 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73605	Joseph Sutton 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73574	Joshua Senesac 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73575	Joshua Senesac 2022 PRIMARY 8 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	120.00 120.00	120.00	Open	N 09/07/2022
8/9 PRIMARY -1 73586	Judy Smieja 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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8/9 PRIMARY -2 73587	Judy Smieja 2022 PRIMARY 17.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	262.50 262.50	262.50	Open	N 09/07/2022
8/9 PRIMARY -1 73591	Judy Sorenson 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73592	Judy Sorenson 2022 PRIMARY 8 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	120.00 120.00	120.00	Open	N 09/07/2022
8/9 PRIMARY -1 73520	Julie Kletscher 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73521	Julie Kletscher 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	22.50 22.50	22.50	Open	N 09/07/2022
8/9 PRIMARY -3 73522	Julie Kletscher 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73533	Kathleen Maloney-Hermerding 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73515	Katie Kaufman 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73516	Katie Kaufman 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -1 73511	Kim Hutchison 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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8/9 PRIMARY -2 73512	Kim Hutchison 2022 PRIMARY 16 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	240.00 240.00	240.00	Open	N 09/07/2022
8/9 PRIMARY -1 73504	LaLeen Goerges 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73505	LaLeen Goerges 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73509	Lee Humphrey 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	22.50 22.50	22.50	Open	N 09/07/2022
8/9 PRIMARY -2 73510	Lee Humphrey 2022 PRIMARY 7.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	112.50 112.50	112.50	Open	N 09/07/2022
8/9 PRIMARY -1 73506	Lori Hermanson 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73484	Marcus Cadena 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73606	Margie Thesing 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73607	Margie Thesing 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73608	Margie Thesing 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022

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8/9 PRIMARY -4 73609	Margie Thesing 2022 PRIMARY 16 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	320.00 320.00	320.00	Open	N 09/07/2022
8/9 PRIMARY -1 73588	Mark Smieja 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73589	Mark Smieja 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73572	Martha Rustad 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73573	Martha Rustad 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73491	Mary Dwyer 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73492	Mary Dwyer 2022 PRIMARY 7.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	116.25 116.25	116.25	Open	N 09/07/2022
8/9 PRIMARY -1 73625	MaryBeth Wroolie 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73626	MaryBeth Wroolie 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73627	MaryBeth Wroolie 2022 PRIMARY 1 HR NH TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022

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8/9 PRIMARY -4 73628	MaryBeth Wroolie 2022 PRIMARY 4.5 NH JUDGE 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	90.00 90.00	90.00	Open	N 09/07/2022
8/9 PRIMARY -5 73629	MaryBeth Wroolie 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	310.00 310.00	310.00	Open	N 09/07/2022
8/9 PRIMARY -1 73610	Michael (Mick) Toumi 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73611	Michael (Mick) Toumi 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022
8/9 PRIMARY -1 73489	Michael Duval 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73490	Michael Duval 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73503	Misha Freeman 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73593	Nathan Steffenson 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73594	Nathan Steffenson 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022
8/9 PRIMARY -1 73487	Nicole Converse 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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8/9 PRIMARY -2 73488	Nicole Converse 2022 PRIMARY 17.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	262.50 262.50	262.50	Open	N 09/07/2022
8/9 PRIMARY -1 73481	Patrick Borden 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73482	Patrick Borden 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -3 73483	Patrick Borden 2022 PRIMARY 7 HRS ELECTION JUDGE 101-1410-41104	09/07/2022 pziemer	09/07/2022	105.00 105.00	105.00	Open	N 09/07/2022
8/9 PRIMARY -1 73622	Randy Woodward 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73623	Randy Woodward 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY -3 73624	Randy Woodward 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73576	Rebecca Shaffer 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73577	Rebecca Shaffer 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	228.75 228.75	228.75	Open	N 09/07/2022
8/9 PRIMARY -1 73517	Rita Kirzeder 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022

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8/9 PRIMARY -2 73518	Rita Kirzeder 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	30.00 30.00	30.00	Open	N 09/07/2022
8/9 PRIMARY - 3 73519	Rita Kirzeder 2022 PRIMARY 15.25 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	305.00 305.00	305.00	Open	N 09/07/2022
8/9 PRIMARY -1 73580	Ron Shepard 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73581	Ron Shepard 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022
8/9 PRIMARY -1 73485	Roseanne Caughey 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73486	Roseanne Caughey 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73501	Sandra Foust 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73502	Sandra Foust 2022 PRIMARY 7.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	112.50 112.50	112.50	Open	N 09/07/2022
8/9 PRIMARY -1 73542	Shari Olson 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73529	Sharon Lemke 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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8/9 PRIMARY -2 73530	Sharon Lemke 2022 PRIMARY 7.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	116.25 116.25	116.25	Open	N 09/07/2022
8/9 PRIMARY -1 73595	Shawn Strong 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73596	Shawn Strong 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73597	Shawn Strong 2022 PRIMARY 2 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	40.00 40.00	40.00	Open	N 09/07/2022
8/9 PRIMARY -4 73598	Shawn Strong 2022 PRIMARY 1 HR SUPPLY PICKUP 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -5 73599	Shawn Strong 2022 PRIMARY 17 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	340.00 340.00	340.00	Open	N 09/07/2022
8/9 PRIMARY -1 73507	Staci Headley 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73508	Staci Headley 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73543	Steve Oslos 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73544	Steve Oslos 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer TEMPORARY	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022

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8/9 PRIMARY -1 73497	Tina Elder 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	50.00 50.00	50.00	Open	N 09/07/2022
8/9 PRIMARY -2 73498	Tina Elder 2022 PRIMARY 1 HR HJ TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	20.00 20.00	20.00	Open	N 09/07/2022
8/9 PRIMARY -3 73499	Tina Elder 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	315.00 315.00	315.00	Open	N 09/07/2022
8/9 PRIMARY -1 73590	Vernon Smith 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -1 73523	Virginia Kopp 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73524	Virginia Kopp 2022 PRIMARY 15.75 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	236.25 236.25	236.25	Open	N 09/07/2022
8/9 PRIMARY -1 73602	Wendy Sundberg 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022
8/9 PRIMARY -2 73603	Wendy Sundberg 2022 PRIMARY 1.5 HRS PUBLIC TESTING 101-1410-41104	09/07/2022 pziemer	09/07/2022	22.50 22.50	22.50	Open	N 09/07/2022
8/9 PRIMARY -3 73604	Wendy Sundberg 2022 PRIMARY 15.5 HRS ELECTION DAY 101-1410-41104	09/07/2022 pziemer	09/07/2022	232.50 232.50	232.50	Open	N 09/07/2022
8/9 PRIMARY -1 73630	Wendy Zellmer 2022 PRIMARY 2.5 HRS JUDGE TRAINING 101-1410-41104	09/07/2022 pziemer	09/07/2022	37.50 37.50	37.50	Open	N 09/07/2022

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
# of Invoices:	160	# Due:	160	Totals:	16,227.50	16,227.50	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				16,227.50	16,227.50		
--- TOTALS BY GL DISTRIBUTION ---							
	101-1410-41104	TEMPORARY		16,227.50			
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			16,227.50	16,227.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	1410 - ELECTIONS			16,227.50	16,227.50		

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
X09032022/AIRPORT							
73310	AT&T MOBILITY	08/25/2022	09/09/2022	249.89	0.00	Paid	Y
	ACCT 287291178494 AIRPORT CELL PHONE	pziemer					09/09/2022
	260-9020-43321 TELEPHONE			249.89			
X09032022/FD							
73320	AT&T MOBILITY	08/25/2022	09/09/2022	305.84	0.00	Paid	Y
	ACCT 287312856222 FIRE DEPT PHONES	pziemer					09/09/2022
	225-2220-43321 TELEPHONE			305.84			
X09032022/COM DEV							
73331	AT&T MOBILITY	08/25/2022	09/09/2022	99.50	0.00	Paid	Y
	ACCT 287292136423 COM DEV 7/26/22-8	pziemer					09/09/2022
	101-2400-43321 TELEPHONE			99.50			
X09032022/ENG							
73332	AT&T MOBILITY	08/25/2022	09/09/2022	275.46	0.00	Paid	Y
	ACCT 287292136423 ENG DEPT	pziemer					09/09/2022
	101-1700-43321 TELEPHONE			275.46			
X09032022/IT							
73333	AT&T MOBILITY	08/25/2022	09/09/2022	175.96	0.00	Paid	Y
	ACCT 287292136423 IT DEPT 7/26/22-8	pziemer					09/09/2022
	101-1800-43321 TELEPHONE			175.96			
X09032022/PARKS							
73334	AT&T MOBILITY	08/25/2022	09/09/2022	121.18	0.00	Paid	Y
	ACCT 287292136423 PARKS DEPT 7/26/22	pziemer					09/09/2022
	230-5200-43321 TELEPHONE			121.18			
X09032022/STREETS							
73335	AT&T MOBILITY	08/25/2022	09/09/2022	175.96	0.00	Paid	Y
	ACCT 287292136423 STREETS 7/26/22-8	pziemer					09/09/2022
	235-3100-43321 TELEPHONE			137.73			
	237-3190-43321 TELEPHONE			38.23			
X09032022/TRANSIT							
73336	AT&T MOBILITY	08/25/2022	09/09/2022	49.75	0.00	Paid	Y
	ACCT 287292136423 TRANSIT DEPT	pziemer					09/09/2022
	203-9000-43321 TELEPHONE			49.75			
X09032022/ADMIN							
73337	AT&T MOBILITY	08/25/2022	09/09/2022	99.50	0.00	Paid	Y
	ACCT 287292136423 ADMIN PHONES 7/26/22	pziemer					09/09/2022
	101-1400-43321 TELEPHONE			99.50			
X09032022/PD							
73349	AT&T MOBILITY	08/25/2022	09/09/2022	1,990.75	0.00	Paid	Y
	ACCT 287287520356 POLICE DEPT	pziemer					09/09/2022
	225-2120-43309 COMPUTER TECHNICAL SUPPORT			731.95			
	225-2120-43321 TELEPHONE			1,258.80			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
SEPT. 2022 73901	BRAINERD LAKES AREA DEV C SEPT 22 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	09/28/2022 pziemer	09/29/2022	2,916.67 2,916.67	0.00	Paid	Y 09/29/2022
0280094091222 73745	CHARTER COMMUNICATIONS CHARTER INTERNET 9/12/22-10/11/22 101-1800-43321	09/12/2022 pziemer	09/23/2022	84.98 84.98	0.00	Paid	Y 09/23/2022
SEPT 22 73954	COMMUNITY ACTION SEPTEMBER 2022 LEVY PAYMENT 101-9200-43460	09/29/2022 pziemer	09/29/2022	7,666.42 7,666.42	0.00	Paid	Y 09/29/2022
SEPT 2022 73903	DESTINATION DOWNTOWN BRAINERD COALITION SEPT 22 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	09/28/2022 pziemer	09/29/2022	1,945.83 1,945.83	0.00	Paid	Y 09/29/2022
SEPT 22 73955	LAKES AREA SENIOR CENTER SEPTEMBER 2022 LEVY PAYMENT 101-9200-43461	09/29/2022 pziemer	09/29/2022	7,666.42 7,666.42	0.00	Paid	Y 09/29/2022
77759759 - 2022 73760	MN POLLUTION CONTROL AGENCY C. LARDY CLASS SC CERTIFICATION 237-3190-43330	09/12/2022 pziemer	09/23/2022	45.00 45.00	0.00	Paid	Y 09/23/2022
SEPT 22 73956	NORTHLAND ARBORETUM SEPTEMBER 2022 LEVY PAYMENT 101-9200-43462	09/29/2022 pziemer	09/29/2022	7,666.42 7,666.42	0.00	Paid	Y 09/29/2022
SEPT 2022 73900	SWANSON HASKAMP CONSULTING SEPT 22 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	09/28/2022 pziemer	09/29/2022	2,658.33 2,658.33	0.00	Paid	Y 09/29/2022
9914158916/HR 73297	VERIZON WIRELESS 7/24/22-8/23/22 HR PHONE 101-1400-43321	08/23/2022 pziemer	09/09/2022	46.27 46.27	0.00	Paid	Y 09/09/2022
9914158916/PARKS 73298	VERIZON WIRELESS 7/24/22-8/23/22 PARKS DEPT PHONES 230-5200-43321	08/23/2022 pziemer	09/09/2022	86.28 86.28	0.00	Paid	Y 09/09/2022
SEPT 2022 73902	VISIT BRAINERD SEPT 22 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	09/28/2022 pziemer	09/29/2022	2,937.50 2,937.50	0.00	Paid	Y 09/29/2022

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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						

# of Invoices:	21	# Due:	0	Totals:	37,263.91	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					37,263.91	0.00

--- TOTALS BY GL DISTRIBUTION ---

101-1400-43321	TELEPHONE	145.77
101-1700-43321	TELEPHONE	275.46
101-1800-43321	TELEPHONE	260.94
101-2400-43321	TELEPHONE	99.50
101-9200-43460	REMIT COMMUNITY ACTION LEVY	7,666.42
101-9200-43461	REMIT SENIOR CITIZEN LEVY	7,666.42
101-9200-43462	REMIT ARBORETUM LEVY	7,666.42
203-9000-43321	TELEPHONE	49.75
225-2120-43309	COMPUTER TECHNICAL SUPPORT	731.95
225-2120-43321	TELEPHONE	1,258.80
225-2220-43321	TELEPHONE	305.84
230-5200-43321	TELEPHONE	207.46
235-3100-43321	TELEPHONE	137.73
237-3190-43321	TELEPHONE	38.23
237-3190-43330	PROFESSIONAL DEVELOPMENT	45.00
260-9020-43321	TELEPHONE	249.89
295-6510-43300	PROFESSIONAL SERVICES	10,458.33

--- TOTALS BY FUND ---

101 - GENERAL FUND	23,780.93	0.00
203 - TRANSIT FUND	49.75	0.00
225 - PUBLIC SAFETY FUND	2,296.59	0.00
230 - PARK & RECREATION FUND	207.46	0.00
235 - STREET & SEWER FUND	137.73	0.00
237 - SANITARY SEWER FUND	83.23	0.00
260 - AIRPORT FUND	249.89	0.00
295 - EDA FUND	10,458.33	0.00

--- TOTALS BY DEPT/ACTIVITY ---

1400 - ADMINISTRATION	145.77	0.00
1700 - ENGINEERING	275.46	0.00
1800 - IT/GIS	260.94	0.00
2120 - POLICE DEPARTMENT	1,990.75	0.00
2220 - FIRE DEPARTMENT	305.84	0.00
2400 - COMMUNITY DEVL/INSPECTION	99.50	0.00
3100 - S & S MAINTENANCE	137.73	0.00
3190 - SANITARY SEWER EXPENSE	83.23	0.00
5200 - PARK MAIN/ADMINISTRATION	207.46	0.00
6510 - ECONOMIC DEVELOPMENT AUTH	10,458.33	0.00
9000 - TRANSIT FUND	49.75	0.00
9020 - AIRPORT M & O	249.89	0.00
9200 - CITY-WIDE	22,999.26	0.00

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
309601 74093	ACE HARDWARE TRI-POD HARDWARE 237-3190-42220	09/30/2022 pziemer REPAIR & MAINT	10/19/2022	3.20 3.20	3.20	Open	N 10/19/2022
309405 74138	ACE HARDWARE MISC SHOP - CAULK, CAPS, FASTENERS 230-5200-42220	09/22/2022 pziemer REPAIR & MAINT	10/19/2022	12.48 12.48	12.48	Open	N 10/19/2022
309499 74139	ACE HARDWARE PLUMBERS PUTTY, THREAD TUBE, GREGORY 230-5200-42220	09/27/2022 pziemer REPAIR & MAINT	10/19/2022	17.08 17.08	17.08	Open	N 10/19/2022
309710 74140	ACE HARDWARE GREGORY PARK - SCHEDULE 40 PVC CAP, (pziemer 230-5200-42220	10/04/2022 pziemer REPAIR & MAINT	10/19/2022	9.88 9.88	9.88	Open	N 10/19/2022
309690 74152	ACE HARDWARE PEST CONTROL 225-2220-42210	10/04/2022 pziemer OPERATING SUPPLIES	10/19/2022	13.49 13.49	13.49	Open	N 10/19/2022
309698 74153	ACE HARDWARE CATCH MAGNET 225-2220-42210	10/04/2022 pziemer OPERATING SUPPLIES	10/19/2022	6.29 6.29	6.29	Open	N 10/19/2022
309832 74198	ACE HARDWARE 1" BACK PLUG 230-5200-42220	10/10/2022 pziemer REPAIR & MAINT	10/19/2022	5.38 5.38	5.38	Open	N 10/19/2022
309880 74201	ACE HARDWARE FLAG AND CLEANING SPRAY 225-2120-42220	10/12/2022 pziemer REPAIR & MAINT	10/19/2022	42.23 42.23	42.23	Open	N 10/19/2022
309889 74206	ACE HARDWARE WET DRY VAC 225-2220-42210	10/12/2022 pziemer OPERATING SUPPLIES	10/19/2022	271.58 271.58	271.58	Open	N 10/19/2022
309918 74209	ACE HARDWARE FIREARMS TRAINING SUPPLIES 225-2120-43330	10/13/2022 pziemer PROFESSIONAL DEVELOPMENT	10/19/2022	33.28 33.28	33.28	Open	N 10/19/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
6574227181201 74149	ADVANCE AUTO PARTS TRACTOR 110 MOWER BELTS 235-3100-42220	09/28/2022 pziemer	10/19/2022	427.56 427.56	427.56	Open	N 10/19/2022
08809709 74087	AMERICAN WELDING-GAS INC WELDING GAS CYLINDER RENTAL 235-3100-42220	09/30/2022 pziemer	10/19/2022	91.51 91.51	91.51	Open	N 10/19/2022
08827734 74133	AMERICAN WELDING-GAS INC WELDING GAS CYLINDER RENTAL 235-3100-42220	09/30/2022 pziemer	10/19/2022	78.72 78.72	78.72	Open	N 10/19/2022
31348 74111	ANDERSON BROTHERS CONSTRU 2022 STREET PATCHING 401-9030-45530-22:03	09/29/2022 pziemer	10/19/2022	50,000.00 50,000.00	50,000.00	Open	N 10/19/2022
31421 74145	ANDERSON BROTHERS CONSTRU IMP 19-19 CURB REPLACEMENT 401-1919-45530	09/30/2022 pziemer	10/19/2022	622.00 622.00	622.00	Open	N 10/19/2022
2530057331 74092	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	09/29/2022 pziemer	10/19/2022	113.53 113.53	113.53	Open	N 10/19/2022
2530059880 74160	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	10/06/2022 pziemer	10/19/2022	81.70 81.70	81.70	Open	N 10/19/2022
30688 74096	ARROW MANAGEMENT 915 LAUREL STREET - JUNK/DEBRIS ABATIpziemer 101-2400-43405	10/03/2022 pziemer	10/19/2022	1,175.00 1,175.00	1,175.00	Open	N 10/19/2022
30745 74165	ARROW MANAGEMENT 710 9TH ST N - LAWN ABATEMENT 101-2400-43405	10/07/2022 pziemer	10/19/2022	75.00 75.00	75.00	Open	N 10/19/2022
INUS102579 74119	AXON ENTERPRISE, INC. BWC BUNDLE AND LICENSING 225-2120-43309 225-0000-15510	09/20/2022 pziemer	10/19/2022	31,413.84 7,853.46 23,560.38	31,413.84	Open	N 10/19/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
P55888809 74202	BATTERIES PLUS SQD 429 BATTERY 225-2120-42221	10/12/2022 pziemer	10/19/2022	159.99	159.99	Open	N 10/19/2022
	SQUAD CAR REPAIR SUPPLIES			159.99			
606363 74095	BECKER ARENA PRODUCTS MMP RINK - WHITE BASE COAT MESH-PVC 230-5200-42220	09/26/2022 pziemer	10/19/2022	637.21	637.21	Open	N 10/19/2022
	REPAIR & MAINT			637.21			
1399285 74199	BJERGA FEED STORES HERBICIDE/STRAW 230-5200-42220	10/06/2022 pziemer	10/19/2022	181.00	181.00	Open	N 10/19/2022
	REPAIR & MAINT			181.00			
92022 74177	BLUE SKY TRANSIT SEPT 2022 THIRD PARTY SERVICES 203-9000-42212 203-9000-43401 203-9000-43440	09/30/2022 pziemer	10/19/2022	106,294.30	106,294.30	Open	N 10/19/2022
	MOTOR FUELS			5,058.13			
	VEHICLE REPAIRS			8,961.83			
	TRANSIT SERVICE CONTRACT PY			92,274.34			
0000000060 74106	BRAINERD FAMILY YMCA 3RD QTR 2022 PARKS & REC PROGRAMMING 230-5200-43300	09/30/2022 pziemer	10/19/2022	2,500.00	2,500.00	Open	N 10/19/2022
	PROFESSIONAL SERVICES			2,500.00			
7767 74166	BRAINERD LAKES SEWER, LLC ROTARY PARK/MMP SATELLITE RENTALS 230-5200-43410 230-5215-42210	10/01/2022 pziemer	10/19/2022	370.00	370.00	Open	N 10/19/2022
	RENTAL EXPENSE			240.00			
	OPERATING SUPPLIES			130.00			
10/13/2022 74211	BRAINERD PUBLIC UTILITIES REMIT LOST THRU 10/10/22 251-9360-43467	10/13/2022 pziemer	10/19/2022	129,946.57	129,946.57	Open	N 10/19/2022
	REMIT LOCAL SALES TAX COLLECT			129,946.57			
11888 74178	BRAINERD ROTARY 4TH QTR 22 DUES - J.BERGMAN 101-1400-43433	10/01/2022 pziemer	10/19/2022	183.00	183.00	Open	N 10/19/2022
	DUES & SUBSCRIPTIONS			183.00			
918433204 74164	BSN SPORTS, LLC STORM DAMAGE-2 BASKETBALL RIMS - VANIP 230-5200-42220	09/28/2022 pziemer	10/19/2022	1,154.97	1,154.97	Open	N 10/19/2022
	REPAIR & MAINT			1,154.97			
29257604 74159	CANON FINANCIAL SERVICE 10/1-10/31 LIBRARY COPIER CONTRACT 211-5505-43430	09/22/2022 pziemer	10/19/2022	77.97	77.97	Open	N 10/19/2022
	MISC - COPY MACHINE PYMTS			77.97			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
10/12/22 74200	CAUGHEY, DARIN REIMB BROKEN WATCH - TREE 235-3100-43430	10/12/2022 pziemer	10/19/2022	45.22 45.22	45.22	Open	N 10/19/2022
CV89992 74113	CDW GOVERNMENT, INC STREETS TONER 235-3100-42200	09/19/2022 pziemer	10/19/2022	429.66 429.66	429.66	Open	N 10/19/2022
412823-00 74088	CHAMBERLAIN OIL COMPANY 1040 OIL 235-3100-42220	10/05/2022 pziemer	10/19/2022	1,708.50 1,708.50	1,708.50	Open	N 10/19/2022
0008065093022 74171	CHARTER COMMUNICATIONS 9/30/22-10/29/22 BUSINESS TV 225-2120-43380	09/30/2022 pziemer	10/19/2022	50.10 50.10	50.10	Open	N 10/19/2022
01308802 74141	CITY OF BRAINERD KIWANIS - BLDG PERMIT STATE SURCHARGE 400-9050-43430	10/05/2022 pziemer	10/19/2022	49.13 49.13	49.13	Open	N 10/19/2022
180363 74154	CLAREY'S SAFETY EQUIPMENT ICE COMMANDER RESCUE SUIT 225-2220-42250	10/05/2022 pziemer	10/19/2022	1,375.72 1,375.72	1,375.72	Open	N 10/19/2022
202182 74207	CLAREY'S SAFETY EQUIPMENT CAL GAS 225-2220-42210	10/11/2022 pziemer	10/19/2022	258.48 258.48	258.48	Open	N 10/19/2022
OCT 2022 74217	COMMUNITY ACTION OCTOBER 22 LEVY PAYMENT 101-9200-43460	10/13/2022 pziemer	10/19/2022	7,666.42 7,666.42	7,666.42	Open	N 10/19/2022
74656/2023 74148	COMMUNITY TRANSPORTATION 2023 ANNUAL MEMBERSHIP - TRANSIT 203-9000-43433	10/05/2022 pziemer	10/19/2022	750.00 750.00	750.00	Open	N 10/19/2022
5431 74176	CWC HIGHWAY DEPT SEPT 2022 TRANSIT FUEL 203-9000-42212 203-9000-42212	10/01/2022 pziemer	10/19/2022	7,134.31 6,485.73 648.58	7,134.31	Open	N 10/19/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
5407/CH 74097	CWC TREASURER OCT 22 SHARED SERVICES - CITY HALL 101-9200-43300	10/01/2022 pziemer	10/19/2022	7,425.00 7,425.00	7,425.00	Open	N 10/19/2022
5407/LIB 74098	CWC TREASURER OCT 22 SHARED SERVICES - LIBRARY 211-5500-42220	10/01/2022 pziemer	10/19/2022	625.00 625.00	625.00	Open	N 10/19/2022
1742310 74135	DAHLHEIMER BEVERAGE CUSTODIAL SUPPLIES - SOAP/SCREENS/CLIP 230-5200-42210	09/26/2022 pziemer	10/19/2022	540.00 540.00	540.00	Open	N 10/19/2022
1741201 74158	DAHLHEIMER BEVERAGE JANITORIAL SUPPLIES 211-5500-42220	09/29/2022 pziemer	10/19/2022	113.45 113.45	113.45	Open	N 10/19/2022
451 74120	DALLMAN SIGNS & GRAPHICS SQD 437 - NEW SQUAD BUILD 400-9050-45530	10/01/2022 pziemer	10/19/2022	1,247.73 1,247.73	1,247.73	Open	N 10/19/2022
19-02 PAY REQ 2 74147	DECHANTAL EXCAVATING LLC IMP 19-02 CLST PAY REQ 2 401-1902-45530	09/27/2022 pziemer	10/19/2022	226,620.22 226,620.22	226,620.22	Open	N 10/19/2022
4582 74197	DECHANTAL EXCAVATING LLC STORM SEWER REPAIR 9TH AVE & P STREET 238-3160-42220	10/08/2022 pziemer	10/19/2022	3,326.99 3,326.99	3,326.99	Open	N 10/19/2022
10618281301 74091	DELL MARKETING LP SERVER - POWEREDGE R740 400-9050-45530	09/29/2022 pziemer	10/19/2022	11,864.75 11,864.75	11,864.75	Open	N 10/19/2022
2540 74134	DIGITAL HORIZONS POLICE DEPT - WORK COMPLETED 101-1800-43300 101-1800-42210	09/29/2022 pziemer	10/19/2022	1,842.14 995.00 847.14	1,842.14	Open	N 10/19/2022
2537 74150	DIGITAL HORIZONS REPLACE HDMI EXTENDER 101-1800-43300	09/29/2022 pziemer	10/19/2022	155.00 155.00	155.00	Open	N 10/19/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
R101505 74115	EAST SIDE OIL COMPANY FILTERS/ANTIFREEZE 227-3230-43428	09/27/2022 pziemer	10/19/2022	100.00 100.00	100.00	Open	N 10/19/2022
	USED OIL RECYCLING EXPENSE			100.00			
1106 74167	ELITE UNMANNED LLC REMOTE PILOT 107 CLASS 225-2220-43330	09/28/2022 pziemer	10/19/2022	600.00 600.00	600.00	Open	N 10/19/2022
	PROFESSIONAL DEVELOPMENT			600.00			
ESO-91838 74156	ESO SOLUTIONS, INC. STATION CHECK SOFTWARE - 11/1/22-10/pziemer 225-2220-43309 225-0000-15510	10/02/2022 pziemer	10/19/2022	1,500.00 125.00 1,375.00	1,500.00	Open	N 10/19/2022
	COMPUTER TECHNICAL SUPPORT			125.00			
	PREPAID OTHER			1,375.00			
9602925 74193	FERGUSON ENTERPRISES INC GGP - SINK VANDALISM 230-5200-42220	09/26/2022 pziemer	10/19/2022	72.97 72.97	72.97	Open	N 10/19/2022
	REPAIR & MAINT			72.97			
103240-1/ENG 74194	FORUM COMMUNICATIONS COMPANY NOH: DTSS/DTSR HEARING 401-1003-43350	09/22/2022 pziemer	10/19/2022	89.81 89.81	89.81	Open	N 10/19/2022
	LEGAL PUBLICATIONS			89.81			
103240-1/CD 74195	FORUM COMMUNICATIONS COMPANY NOH: NUISANCE HEARING 101-2400-43350	09/22/2022 pziemer	10/19/2022	89.81 89.81	89.81	Open	N 10/19/2022
	PRINTING/LEGAL PUBLICATION			89.81			
MP3161230922 74196	FORUM COMMUNICATIONS COMPANY SEPT 22 PARKS/PUBLIC WORKS ADMIN POSTpziemer 230-5200-43350 101-1700-43350	09/30/2022 pziemer	10/19/2022	1,320.00 1,045.00 275.00	1,320.00	Open	N 10/19/2022
	PRINTING/LEGAL PUBLICATION			1,045.00			
	PRINTING/LEGAL PUBLICATION			275.00			
66784 74172	GLS PROMOTIONS BASKETBALL CAMP SUPLIES - SHIRTS 225-2120-42210	10/05/2022 pziemer	10/19/2022	776.25 776.25	776.25	Open	N 10/19/2022
	OPERATING SUPPLIES			776.25			
INV-28255 74104	GOVERNMENTJOBS.COM, INC SOFTWARE LICENSE/SUBSCRIPTION 10/25/pziemer 101-1400-43309 101-0000-15510 101-0000-14100 101-0000-14100	09/25/2022 pziemer	10/19/2022	6,386.59 542.86 2,714.30 2,363.04 766.39	6,386.59	Open	N 10/19/2022
	COMPUTER TECHNICAL SUPPORT			542.86			
	PREPAID OTHER			2,714.30			
	DUE FROM COMPONENT UNIT			2,363.04			
	DUE FROM COMPONENT UNIT			766.39			

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SEPT 22 74179	HEARTLAND ANIMAL RESCUE SEPT 22 BOARDING/ADMIN FEE 225-2700-43430 225-2700-43300	09/30/2022 pziemer MISCELLANEOUS PROFESSIONAL SERVICES	10/19/2022	2,685.00 873.00 1,812.00	2,685.00	Open	N 10/19/2022
3035406 74121	HEARTLAND TIRE INC. SQD 431 - TIRE 225-2120-42221	09/30/2022 pziemer SQUAD CAR REPAIR SUPPLIES	10/19/2022	183.39 183.39	183.39	Open	N 10/19/2022
23343 74136	HENGEL CONSTRUCTION CONCRETE FOR MEMORIAL BENCH INSTALL 230-5200-42220	09/26/2022 pziemer REPAIR & MAINT	10/19/2022	142.00 142.00	142.00	Open	N 10/19/2022
13119 74118	HYTEC CONSTRUCTION INC WATER TOWER PAY APP 1 400-1481-45530	09/25/2022 pziemer PYMTS TO CONTRACTORS	10/19/2022	76,000.00 76,000.00	76,000.00	Open	N 10/19/2022
41570 74161	INDEPENDENT TESTING TECHNOLOGIES IMP 21-10 PROJECT MANAGEMENT 401-9030-43300-21:10	09/30/2022 pziemer PROFESSIONAL SERVICES	10/19/2022	345.00 345.00	345.00	Open	N 10/19/2022
41571. 74169	INDEPENDENT TESTING TECHNOLOGIES IMP 19-10 PROF SVCS 401-1910-43300	09/30/2022 pziemer PROFESSIONAL SERVICES	10/19/2022	1,265.00 1,265.00	1,265.00	Open	N 10/19/2022
IN3960036 74155	INNOVATIVE OFFICE SOLUTIONS LLC COPY PAPER 225-2220-42200	10/06/2022 pziemer OFFICE SUPPLIES	10/19/2022	100.00 100.00	100.00	Open	N 10/19/2022
IN3961599 74173	INNOVATIVE OFFICE SOLUTIONS LLC COPY PAPER, MARKERS, DYMO LABEL TAPE 225-2120-42200	10/07/2022 pziemer OFFICE SUPPLIES	10/19/2022	44.85 44.85	44.85	Open	N 10/19/2022
3910 74205	JENALEX COMPANY 717-UNIFORM VEST COOLER 225-2120-41113	09/01/2022 pziemer UNIFORM ALLOWANCE	10/19/2022	60.99 60.99	60.99	Open	N 10/19/2022
4201 74174	KELLY'S SERVICE SQD 428 - BATTERY 225-2120-42221	10/05/2022 pziemer SQUAD CAR REPAIR SUPPLIES	10/19/2022	194.95 194.95	194.95	Open	N 10/19/2022

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4249 74208	KELLY'S SERVICE SQD 436 - BATTERY 225-2120-42221	10/12/2022 pziemer	10/19/2022	194.95 194.95	194.95	Open	N 10/19/2022
	SQUAD CAR REPAIR SUPPLIES			194.95			
169983 74137	KENNEDY & GRAVEN SALE OF INDUSTRIAL PARK LOTS 295-0000-20600	09/27/2022 pziemer	10/19/2022	770.00 770.00	770.00	Open	N 10/19/2022
	DEPOSITS PAYABLE			770.00			
10/4/22 74142	KULZER, MICHAEL REIMB - UNIFORM BELT 225-2120-41113	10/04/2022 pziemer	10/19/2022	27.20 27.20	27.20	Open	N 10/19/2022
	UNIFORM ALLOWANCE			27.20			
036826 74094	L & M STEEL STEEL TUBE 235-3125-42220	09/29/2022 pziemer	10/19/2022	21.76 21.76	21.76	Open	N 10/19/2022
	REPAIR & MAINT			21.76			
OCT 2022 74216	LAKES AREA SENIOR CENTER OCTOBER 22 LEVY PAYMENT 101-9200-43461	10/13/2022 pziemer	10/19/2022	7,666.42 7,666.42	7,666.42	Open	N 10/19/2022
	REMIT SENIOR CITIZEN LEVY			7,666.42			
368676 74163	LEAGUE OF MN CITIES 2022 FALL FORUMS - K. SCHUBERT 101-1400-43330	10/06/2022 pziemer	10/19/2022	30.00 30.00	30.00	Open	N 10/19/2022
	PROFESSIONAL DEVELOPMENT			30.00			
P45162 74099	MACQUEEN EQUIPMENT INC VAC TRUCK 1" TO 1/2" ADAPTOR 237-3190-42220	09/30/2022 pziemer	10/19/2022	45.03 45.03	45.03	Open	N 10/19/2022
	REPAIR & MAINT			45.03			
INV10414032 74085	MARCO CISCO DUO SECURITY 9/27/22-9/26/23 101-1800-43309 101-0000-15510	09/30/2022 pziemer	10/19/2022	5,600.00 1,400.00 4,200.00	5,600.00	Open	N 10/19/2022
	COMPUTER SUPPORT			1,400.00			
	PREPAID OTHER			4,200.00			
INV10409075 74112	MARCO VPN CONFIGURATION 101-1800-43300	09/28/2022 pziemer	10/19/2022	1,001.25 1,001.25	1,001.25	Open	N 10/19/2022
	PROFESSIONAL SERVICES			1,001.25			
INV10409412 74114	MARCO CISCO NU WEBEX CALLING 101-1800-43309	09/29/2022 pziemer	10/19/2022	3,536.61 3,536.61	3,536.61	Open	N 10/19/2022
	COMPUTER SUPPORT			3,536.61			

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INV10413938 74151	MARCO REPLACEMENT DESK PHONES 400-9050-45530	09/30/2022 pziemer	10/19/2022	1,775.99 1,775.99	1,775.99	Open	N 10/19/2022
10/12/22 74210	MARQUART, KIM REIMB: BCA 2 DAY MNJIS TRAINING 225-2120-43330	10/12/2022 pziemer	10/19/2022	24.25 24.25	24.25	Open	N 10/19/2022
82851 74107	MENARDS - BAXTER RV MARINE ANTIFREEZE-WINTERIZE PARKS 230-5200-42220	09/21/2022 pziemer	10/19/2022	705.60 705.60	705.60	Open	N 10/19/2022
9319370 74089	MIDWEST MACHINERY CO CUT OFF DIAMOND SAW BLADE 237-3190-42220	09/13/2022 pziemer	10/19/2022	339.95 339.95	339.95	Open	N 10/19/2022
718038 74203	MN BUREAU OF CRIM APPREHENSION CJDN CONNECT 7/1/22-6/30/23 225-2120-43321 225-0000-15510	09/30/2022 pziemer	10/19/2022	1,560.00 910.00 650.00	1,560.00	Open	N 10/19/2022
3RD QTR 22 74105	MN DEPT LABOR & INDUSTRY SEPTEMBER0350152022 SURCHARGE REMIT 101-0000-21800	09/30/2022 pziemer	10/19/2022	3,307.67 3,307.67	3,307.67	Open	N 10/19/2022
59980 74108	MN MUNICIPAL UTILITIES ASSN 2022 DRUG/ALCOHOL TESTING -STREETS/P 235-3100-43430 230-5200-43430	09/27/2022 pziemer	10/19/2022	434.00 248.00 186.00	434.00	Open	N 10/19/2022
59972 74109	MN MUNICIPAL UTILITIES ASSN 2022 DRUG/ALCOHOL TESTING AIRPORT 260-9020-43430	09/27/2022 pziemer	10/19/2022	124.00 124.00	124.00	Open	N 10/19/2022
29431 74122	MOTORS-N-MORE SQD 431 - OIL CHANGE 225-2120-42221	09/30/2022 pziemer	10/19/2022	23.00 23.00	23.00	Open	N 10/19/2022
29445. 74183	MOTORS-N-MORE SQD 435 OIL CHANGE 225-2120-42221	10/07/2022 pziemer	10/19/2022	23.00 23.00	23.00	Open	N 10/19/2022

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30846 74084	MR TIRE TRUCK 160 WATER PUMP DIAGNOSIS AND REPAIR & MAINT 235-3100-42220	10/05/2022 pziemer	10/19/2022	481.50 481.50	481.50	Open	N 10/19/2022
1363272-00 74086	MTI DISTRIBUTING CO RETURN THROTTLE CABLE - MOWER, LESS REPAIR & MAINT 230-5200-42220	09/30/2022 pziemer	10/19/2022	(98.53) (98.53)	(98.53)	Open	N 10/19/2022
5509330 74214	NORTH RISK PARTNERS 2023 HEALTH INS BROKER FEE 101-9200-43300 101-0000-14100 101-0000-14100 260-9020-43300	10/07/2022 pziemer	10/19/2022	12,500.00 5,250.00 5,250.00 1,750.00 250.00	12,500.00	Open	N 10/19/2022
OCT 2022 74215	NORTHLAND ARBORETUM OCTOBER 22 LEVY PAYMENT 101-9200-43462	10/13/2022 pziemer	10/19/2022	7,666.42 7,666.42	7,666.42	Open	N 10/19/2022
51045 74181	NORTHLAND FIRE PROTECTION SERVICE/RE-CERT FIRE EXTINGUISHERS 225-2120-42209	09/30/2022 pziemer	10/19/2022	648.40 648.40	648.40	Open	N 10/19/2022
51082 74182	NORTHLAND FIRE PROTECTION RECHARGE FIRE EXTINGUISHERS 225-2120-42209	10/07/2022 pziemer	10/19/2022	87.35 87.35	87.35	Open	N 10/19/2022
845896267 74123	NOVACARE REHABILITATION FITNESS TESTING/POTENTIAL HIRE 225-2120-43300	09/28/2022 pziemer	10/19/2022	185.00 185.00	185.00	Open	N 10/19/2022
1117457-1 74110	OFFICE SHOP PENS 101-1940-42200	10/03/2022 pziemer	10/19/2022	15.39 15.39	15.39	Open	N 10/19/2022
323640-0 74116	OFFICE SHOP LIBRARY COPIER CONTRACT 211-5505-43430	09/27/2022 pziemer	10/19/2022	50.00 50.00	50.00	Open	N 10/19/2022
1117457-0 74117	OFFICE SHOP PENS 101-1940-42200	09/30/2022 pziemer	10/19/2022	15.42 15.42	15.42	Open	N 10/19/2022

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1117876-0 74157	OFFICE SHOP TONER - LIBRARY 211-5500-42200	10/06/2022 pziemer OFFICE SUPPLIES	10/19/2022	143.31 143.31	143.31	Open	N 10/19/2022
1117447-2 74212	OFFICE SHOP BIC PENS 101-1940-42200	10/05/2022 pziemer OFFICE SUPPLIES	10/19/2022	14.81 14.81	14.81	Open	N 10/19/2022
1647-152419 74184	O'REILLY AUTOMOTIVE STORES INC. SQUAD WIPER FLUID 225-2120-42221	10/10/2022 pziemer SQUAD CAR REPAIR SUPPLIES	10/19/2022	25.96 25.96	25.96	Open	N 10/19/2022
15034 74204	RADARSIGN, LLC RADAR SIGN 225-2120-42210	09/20/2022 pziemer OPERATING SUPPLIES	10/19/2022	4,225.00 4,225.00	4,225.00	Open	N 10/19/2022
8038 74100	ROUTE MATCH SOFTWARE LLC QTY 11 -NEW TRANSIT TABLETS/CASES/DOC 203-9000-43309	09/30/2022 pziemer COMPUTER TECHINCAL SUPPORT	10/19/2022	9,075.00 9,075.00	9,075.00	Open	N 10/19/2022
8039 74101	ROUTE MATCH SOFTWARE LLC ANNUAL MANAGEMENT FEES 10/31/22-9/30/ 203-9000-43309	09/30/2022 pziemer COMPUTER TECHINCAL SUPPORT	10/19/2022	396.00 396.00	396.00	Open	N 10/19/2022
317-52309 74090	ROYAL TIRE INC TRUCK 103 TIRE REPLACEMENT 235-3100-42220	09/01/2022 pziemer REPAIR & MAINT	10/19/2022	4,427.51 4,427.51	4,427.51	Open	N 10/19/2022
317-53100 74103	ROYAL TIRE INC PATCH TRAILER TIRE REPLACEMENT 235-3100-42220	10/03/2022 pziemer REPAIR & MAINT	10/19/2022	168.39 168.39	168.39	Open	N 10/19/2022
3518655280 74124	STAPLES ADVANTAGE TABLET/GLUE STICKS/EVIDENCE SUPPLIES 225-2120-42200 225-2120-42210	09/24/2022 pziemer OFFICE SUPPLIES OPERATING SUPPLIES	10/19/2022	61.03 15.69 45.34	61.03	Open	N 10/19/2022
10/12/22 74213	STOCKINGER, JASON REIMB: SMOKE DETECTOR TESTER 101-2400-42210	10/12/2022 pziemer OPERATING SUPPLIES	10/19/2022	19.30 19.30	19.30	Open	N 10/19/2022

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I1592492 74125	STREICHERS PROF EQUIP BPD COLLAR BRASS 225-2120-41113	09/30/2022 pziemer	10/19/2022	362.89 362.89	362.89	Open	N 10/19/2022
9/30/22 74180	TREAS, FIRE RELIEF ASSOC 2022 STATE FIRE AID REMIT 225-2225-43473	09/30/2022 pziemer	10/19/2022	234,423.37 234,423.37	234,423.37	Open	N 10/19/2022
29X79300 74126	WASTE PARTNERS INC SEPT 22 CITY HALL WASTE REMOVAL 101-1940-43380	09/30/2022 pziemer	10/19/2022	124.34 124.34	124.34	Open	N 10/19/2022
29X79301 74127	WASTE PARTNERS INC SEPT 22 DOWNTOWN WASTE REMOVAL 401-1003-43300	09/30/2022 pziemer	10/19/2022	243.36 243.36	243.36	Open	N 10/19/2022
29X79299 74128	WASTE PARTNERS INC SEPT 22 FIRE DEPT WASTE REMOVAL 225-2220-43380	09/30/2022 pziemer	10/19/2022	105.30 105.30	105.30	Open	N 10/19/2022
29X79302 74129	WASTE PARTNERS INC SEPT 22 POLICE DEPT WASTE REMOVAL 225-2120-43380	09/30/2022 pziemer	10/19/2022	124.45 124.45	124.45	Open	N 10/19/2022
29X79297 74130	WASTE PARTNERS INC SEPT 22 PARKS WASTE REMOVAL 230-5200-43380	09/30/2022 pziemer	10/19/2022	930.15 930.15	930.15	Open	N 10/19/2022
29X79298 74131	WASTE PARTNERS INC SEPT 22 STREETS WASTE REMOVAL 235-3100-43380	09/30/2022 pziemer	10/19/2022	99.45 99.45	99.45	Open	N 10/19/2022
29X79303 74132	WASTE PARTNERS INC SEPT 22 WASTE OIL REMOVAL 227-3230-43428	09/30/2022 pziemer	10/19/2022	64.35 64.35	64.35	Open	N 10/19/2022
29X78564 74168	WASTE PARTNERS INC SEPT 22 LIBRARY WASTE REMOVAL 211-5500-43380	09/30/2022 pziemer	10/19/2022	91.80 91.80	91.80	Open	N 10/19/2022

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84021296/COMDEV							
74185	WEX BANK	09/30/2022	10/19/2022	125.27	125.27	Open	N
	SEPT 22 COM DEV FUEL	pziemer					10/19/2022
	101-2400-42212	MOTOR FUELS		125.27			
84021296/ENG							
74186*	WEX BANK	09/30/2022	10/19/2022	49.80	49.80	Open	N
	SEPT 22 CONSTRUCTION FUEL	pziemer					10/19/2022
	401-9030-42212	MOTOR FUELS		50.13			
	401-9030-42212	MOTOR FUELS		(0.33)			
84021296/FD							
74187	WEX BANK	09/30/2022	10/19/2022	1,255.95	1,255.95	Open	N
	SEPT 22 FIRE DEPT FUEL	pziemer					10/19/2022
	225-2220-42212	MOTOR FUELS		1,255.95			
84021296/PD							
74188*	WEX BANK	09/30/2022	10/19/2022	5,263.70	5,263.70	Open	N
	SEPT 22 POLICE DEPT FUEL	pziemer					10/19/2022
	225-2120-42212	MOTOR FUELS		5,296.45			
	225-2120-42212	MOTOR FUELS		(32.75)			
84021296/PARKS							
74189	WEX BANK	09/30/2022	10/19/2022	1,848.90	1,848.90	Open	N
	SEPT 22 PARKS DEPT FUEL	pziemer					10/19/2022
	230-5200-42212	MOTOR FUELS		1,848.90			
84021296/STREETS							
74190*	WEX BANK	09/30/2022	10/19/2022	4,387.02	4,387.02	Open	N
	SEPT 22 STREET DEPT FUEL	pziemer					10/19/2022
	235-3100-42212	MOTOR FUELS		3,769.76			
	237-3190-42212	MOTOR FUELS		617.71			
	237-3190-42212	MOTOR FUELS		(0.45)			
84021296/ADMIN							
74191	WEX BANK	09/30/2022	10/19/2022	(70.46)	(70.46)	Open	N
	SEPT 22 WEX EDGE REBATE	pziemer					10/19/2022
	101-0000-36299	MISCELLANEOUS REVENUE		(70.46)			
0001614164-IN							
74170	WEX HEALTH INC	09/30/2022	10/19/2022	42.40	42.40	Open	N
	SEPT 2022 COBRA	pziemer					10/19/2022
	101-9200-43300	PROFESSIONAL SERVICES		42.40			
R-018999-000-12							
74102	WSB & ASSOCIATES	09/30/2022	10/19/2022	2,669.50	2,669.50	Open	N
	IMP 21-16 MSP LANDING TRAILHEAD	pziemer					10/19/2022
	401-9030-43300-21:16	PROFESSIONAL SERVICES		2,669.50			
R-020465-000-4							
74143	WSB & ASSOCIATES	09/30/2022	10/19/2022	4,800.00	4,800.00	Open	N
	AUG 22 INTERIM CITY ENGINEER SERVICE	pziemer					10/19/2022

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	101-1700-43300	PROFESSIONAL SERVICES		4,800.00			

R-020548-000-3

74144	WSB & ASSOCIATES HARRISON SRTS PROF SVCS AUG 22	09/30/2022 pziemer	10/19/2022	3,620.00	3,620.00	Open	N 10/19/2022
	401-1708-43300	PROFESSIONAL SERVICES		3,620.00			

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74146	ZIEGLER, INC VAC TRUCK O RING	10/05/2022 pziemer	10/19/2022	7.84	7.84	Open	N 10/19/2022
	237-3190-42220	REPAIR & MAINT		7.84			

# of Invoices:	129	# Due:	129	Totals:	1,019,239.50	1,019,239.50
# of Credit Memos:	2	# Due:	2	Totals:	(168.99)	(168.99)

Net of Invoices and Credit Memos:	1,019,070.51	1,019,070.51
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* 3 Net Invoices have Credits Totalling:	(33.53)
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--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	10,129.43
101-0000-15510	PREPAID OTHER	6,914.30
101-0000-21800	SURCHARGE PAYABLE TO STATE	3,307.67
101-0000-36299	MISCELLANEOUS REVENUE	(70.46)
101-1400-43309	COMPUTER TECHNICAL SUPPORT	542.86
101-1400-43330	PROFESSIONAL DEVELOPMENT	30.00
101-1400-43433	DUES & SUBSCRIPTIONS	183.00
101-1700-43300	PROFESSIONAL SERVICES	4,800.00
101-1700-43350	PRINTING/LEGAL PUBLICATION	275.00
101-1800-42210	OPERATING SUPPLIES	847.14
101-1800-43300	PROFESSIONAL SERVICES	2,151.25
101-1800-43309	COMPUTER SUPPORT	4,936.61
101-1940-42200	OFFICE SUPPLIES	45.62
101-1940-43380	UTILITIES	124.34
101-2400-42210	OPERATING SUPPLIES	19.30
101-2400-42212	MOTOR FUELS	125.27
101-2400-43350	PRINTING/LEGAL PUBLICATION	89.81
101-2400-43405	NUISANCES	1,250.00
101-9200-43300	PROFESSIONAL SERVICES	12,717.40
101-9200-43460	REMIT COMMUNITY ACTION LEVY	7,666.42
101-9200-43461	REMIT SENIOR CITIZEN LEVY	7,666.42
101-9200-43462	REMIT ARBORETUM LEVY	7,666.42
203-9000-42212	MOTOR FUELS	12,192.44
203-9000-43309	COMPUTER TECHNICAL SUPPORT	9,471.00
203-9000-43401	VEHICLE REPAIRS	8,961.83
203-9000-43433	DUES & SUBSCRIPTIONS	750.00
203-9000-43440	TRANSIT SERVICE CONTRACT PY	92,274.34
211-5500-42200	OFFICE SUPPLIES	143.31
211-5500-42220	REPAIR & MAINT	738.45
211-5500-43380	UTILITIES	91.80
211-5505-43430	MISC - COPY MACHINE PYMTS	127.97
225-0000-15510	PREPAID OTHER	25,585.38
225-2120-41113	UNIFORM ALLOWANCE	451.08
225-2120-42200	OFFICE SUPPLIES	60.54
225-2120-42209	SAFETY EQUIPMENT SUPPLIES	735.75

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BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution						
	225-2120-42210	OPERATING SUPPLIES		5,046.59			
	225-2120-42212	MOTOR FUELS		5,263.70			
	225-2120-42220	REPAIR & MAINT		42.23			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		805.24			
	225-2120-43300	PROFESSIONAL SERVICES		185.00			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		7,853.46			
	225-2120-43321	TELEPHONE		910.00			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		57.53			
	225-2120-43380	UTILITIES		174.55			
	225-2220-42200	OFFICE SUPPLIES		100.00			
	225-2220-42210	OPERATING SUPPLIES		549.84			
	225-2220-42212	MOTOR FUELS		1,255.95			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		1,375.72			
	225-2220-43309	COMPUTER TECHNICAL SUPPORT		125.00			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		600.00			
	225-2220-43380	UTILITIES		105.30			
	225-2225-43473	REMIT STATE FIRE AID		234,423.37			
	225-2700-43300	PROFESSIONAL SERVICES		1,812.00			
	225-2700-43430	MISCELLANEOUS		873.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		164.35			
	230-5200-42210	OPERATING SUPPLIES		540.00			
	230-5200-42212	MOTOR FUELS		1,848.90			
	230-5200-42220	REPAIR & MAINT		2,840.04			
	230-5200-43300	PROFESSIONAL SERVICES		2,500.00			
	230-5200-43350	PRINTING/LEGAL PUBLICATION		1,045.00			
	230-5200-43380	UTILITIES		930.15			
	230-5200-43410	RENTAL EXPENSE		240.00			
	230-5200-43430	MISCELLANEOUS		186.00			
	230-5215-42210	OPERATING SUPPLIES		130.00			
	235-3100-42200	OFFICE SUPPLIES		429.66			
	235-3100-42212	MOTOR FUELS		3,769.76			
	235-3100-42220	REPAIR & MAINT		7,383.69			
	235-3100-43380	UTILITIES		99.45			
	235-3100-43430	MISCELLANEOUS		488.45			
	235-3125-42220	REPAIR & MAINT		21.76			
	237-3190-42212	MOTOR FUELS		617.26			
	237-3190-42220	REPAIR & MAINT		396.02			
	238-3160-42220	REPAIR & MAINT		3,326.99			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		129,946.57			
	260-9020-43300	PROFESSIONAL SERVICES		250.00			
	260-9020-43430	MISCELLANEOUS		124.00			
	295-0000-20600	DEPOSITS PAYABLE		770.00			
	400-1481-45530	PYMTS TO CONTRACTORS		76,000.00			
	400-9050-43430	MISCELLANEOUS		49.13			
	400-9050-45530	CAPITAL - OTHER		14,888.47			
	401-1003-43300	PROFESSIONAL SERVICES		243.36			
	401-1003-43350	LEGAL PUBLICATIONS		89.81			
	401-1708-43300	PROFESSIONAL SERVICES		3,620.00			
	401-1902-45530	PYMTS TO CONTRACTORS		226,620.22			
	401-1910-43300	PROFESSIONAL SERVICES		1,265.00			
	401-1919-45530	PYMTS TO CONTRACTORS		622.00			
	401-9030-42212	MOTOR FUELS		49.80			
	401-9030-43300-21:10	PROFESSIONAL SERVICES		345.00			
	401-9030-43300-21:16	PROFESSIONAL SERVICES		2,669.50			
	401-9030-45530-22:03	CAPITAL-PYMTS TO CONTRACTS		50,000.00			

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OPEN

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			71,417.80	71,417.80		
	203 - TRANSIT FUND			123,649.61	123,649.61		
	211 - LIBRARY FUND			1,101.53	1,101.53		
	225 - PUBLIC SAFETY FUND			288,391.23	288,391.23		
	227 - RECYCLING FUND			164.35	164.35		
	230 - PARK & RECREATION FUND			10,260.09	10,260.09		
	235 - STREET & SEWER FUND			12,192.77	12,192.77		
	237 - SANITARY SEWER FUND			1,013.28	1,013.28		
	238 - STORM SEWER FUND			3,326.99	3,326.99		
	251 - LOCAL OPTION SALES TAX			129,946.57	129,946.57		
	260 - AIRPORT FUND			374.00	374.00		
	295 - EDA FUND			770.00	770.00		
	400 - CAPITAL PROJECTS FUND			90,937.60	90,937.60		
	401 - CONSTRUCTION FUND			285,524.69	285,524.69		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			46,636.32	46,636.32		
	1003 - 10:03 DWNTWN MAIN CNTRACT			333.17	333.17		
	1400 - ADMINISTRATION			755.86	755.86		
	1481 - HISTORIC WATER TOWER REPA			76,000.00	76,000.00		
	1700 - ENGINEERING			5,075.00	5,075.00		
	1708 - 17:08 SRTS & S 6TH SIDEWA			3,620.00	3,620.00		
	1800 - IT/GIS			7,935.00	7,935.00		
	1902 - 19:02 CLST CONNECTION			226,620.22	226,620.22		
	1910 - NE BRAINERD RESURFACING			1,265.00	1,265.00		
	1919 - 19:19 NW 3RD&JACKSON STRE			622.00	622.00		
	1940 - CITY HALL			169.96	169.96		
	2120 - POLICE DEPARTMENT			21,585.67	21,585.67		
	2220 - FIRE DEPARTMENT			4,111.81	4,111.81		
	2225 - PAID ON-CALL FIRE DEPT			234,423.37	234,423.37		
	2400 - COMMUNITY DEVL/INSPECTION			1,484.38	1,484.38		
	2700 - ANIMAL CONTROL			2,685.00	2,685.00		
	3100 - S & S MAINTENANCE			12,171.01	12,171.01		
	3125 - SNOW REMOVAL			21.76	21.76		
	3160 - STORM SEWER EXPENSE			3,326.99	3,326.99		
	3190 - SANITARY SEWER EXPENSE			1,013.28	1,013.28		
	3230 - RECYCLING EXPENSE			164.35	164.35		
	5200 - PARK MAIN/ADMINISTRATION			10,130.09	10,130.09		
	5215 - ADULT SOFTBALL			130.00	130.00		
	5500 - LIBRARY-BUDGETED			973.56	973.56		
	5505 - TAXABLE FEES			127.97	127.97		
	9000 - TRANSIT FUND			123,649.61	123,649.61		

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 10/17/2022 - 10/17/2022
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OPEN

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY DEPT/ACTIVITY ---							
	9020 - AIRPORT M & O			374.00	374.00		
	9030 - CONSTRUCTION PROJ-MISC			53,064.30	53,064.30		
	9050 - CAPITAL PROJECTS-MISC			14,937.60	14,937.60		
	9200 - CITY-WIDE			35,716.66	35,716.66		
	9360 - LOCAL OPTION SALES TAX			129,946.57	129,946.57		

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: Stunek, Johnson, Bieser, Stenglein, Erickson, O'Day, 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 COUNCIL MEMBERS STUNEK AND STENGLEIN, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND O'DAY TO APPROVE THE CONSENT CALENDAR.

- A. **Approval of Bills**
- B. **Approval of Minutes of the Regular City Council Meeting held on September 6th, 2022**
- C. **Approval of Licenses**
- D. **Department Activity Report**
- E. **Ratify the Hiring of Tanner Josephson for Water Plant Relief Operator Position Effective November 1st, 2022, at Step 2**
- F. **Minnesota Lawful Gambling Premises Permit Application- Adopt Resolution to allow Lawful Gambling by the Brainerd Snodeos at Jack's House Bowl, 300 Hwy 25, Brainerd MN**

Council Member Johnson stated that Council received an updated version of the minutes, he asked for clarification on which minutes were being approved. Whether the amended minutes were in the packet.

City Administrator Bergman confirmed that the updated minutes were in the packet.

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

Council Committee Reports

Personnel and Finance Committee

Approve Change Order for Public Safety Cold Storage Building

Committee Chair Johnson stated that per the zoning code the street-facing wall cannot be all steel panel.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED TO APPROVE THE QUOTE FOR THE NICHIAH PANELS AS PRESENTED.

Authorize Internal Job Posting for Transit Coordinator Position

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED TO APPROVE THE UPDATED TRANSIT COORDINATOR JOB DESCRIPTION AND AUTHORIZE STAFF TO CONDUCT THE JOB POSTING PROCESS FOR ONLY INTERNAL CANDIDATES FOR THE TRANSIT COORDINATOR POSITION.

Clarification of Step Placement for Chad Lardy's Street Maintenance III Promotion

Committee Chair Johnson stated that when the City negotiated Mr. Lardy's promotion it was thought that he needed a Sewer Collection Class B license, he was going to acquire it to be at step 4. He is not qualified to take the Class B licensure and the City does not need a Class B license holder. The intention with the promotion was for him to acquire the needed license and he would be placed on step 4. He has acquired proper licensure, therefore has achieved the step placement.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO CLARIFY THE INITIAL STEP PLACEMENT FOR CHAD LARDY'S PROMOTION ON OCTOBER 16, 2022, TO STREET MAINTENANCE III/SEWER LEAD WILL BE AT STEP 4 (\$30.38 PER HOUR).

Adopt Resolution Authorizing the Execution of Towards Zero Deaths (TZD) Grant Contract

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN TO ADOPT RESOLUTION AUTHORIZING THE POLICE CHIEF AUTHORITY TO EXECUTE THE 2023 FISCAL YEAR TZD GRANT.

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

Approve North Risk Partners as 2023 Health Insurance Broker

Committee Chair Johnson stated that we have had them as the broker for a number of years and have been very satisfied with their services.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED TO AUTHORIZE RETAINING NORTH RISK PARTNERS AS HEALTH INSURANCE BROKER FOR 2023 FOR THE BETTER HEALTH COLLECTIVE (FORMERLY SOURCEWELL) IN THE AMOUNT OF \$25,000; FURTHER, TO APPROVE THE ATTACHED 2023 SERVICE AGREEMENT BETWEEN THE CITY OF BRAINERD AND NORTH RISK PARTNERS.

Consider Updating the City of Brainerd Financial Management Policies- Fund Balance

Committee Chair Johnson clarified the primary change. Instead of the fund balance for cash flow being determined from next year's expected budget, it will be the current year's budget.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED TO UPDATE THE CITY OF BRAINERD FINANCIAL MANAGEMENT POLICY- FUND BALANCE AS PRESENTED AND EXPLAINED.

Safety and Public Works

Event/Street Closure Application- Shriner's Turkey Run

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITION THE APPLICANT REQUEST TRAFFIC CONTROL AS SOON AS POSSIBLE, ANY SIGNS ARE REMOVED AFTER EVENT CONCLUSION, AND AN INSURANCE CERTIFICATE IS SUBMITTED TO THE CITY PER THE PERMIT REQUIREMENTS BEFORE THE EVENT.

Approve MnDNR Cooperative Agreement

Committee Chair O'Day stated that the agreement covers the installation of new planks by DNR staff, with the City providing rock or aggregate fill for the replacement.

Member Johnson stated that BPU will be adding a light at the boat launch along with this project.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER, DULY CARRIED, TO APPROVE THE AGREEMENT WITH THE STATE OF MINNESOTA FOR THE LUM PARK PUBLIC WATER ACCESS REPLACEMENT AND DIRECT STAFF TO WORK WITH THE DNR ON THE REPAIRS IN ADVANCE OF THE CITY'S LUM PARK ROAD PROJECT.

Approve NP Center Trail Project Final Settlement and Release Agreement

Committee Chair O'Day stated Mr. Higgins has requested that he be compensated for gravel used on the project in lieu of punch list item completion.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE THE FINAL SETTLEMENT AND RELEASE AGREEMENT AS PRESENTED AND ISSUANCE OF \$20,000 PAYMENT TO MR. HIGGINS FOR REIMBURSEMENT.

Approve Change Order 1- Improvement 19-02-CLST Extension West Segment Project

Committee Chair O'Day stated that there were additional utility costs and other items with this change order, BPU will be responsible for a portion of the cost.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER, DULY CARRIED, TO APPROVE CHANGE ORDER 1 FOR A TOTAL AMOUNT OF \$8,356.

Discussion on North 3rd Street

Committee Chair O'Day stated that there was discussion at SPW with the residents whose portion of sidewalk is scheduled to be removed. All residents who spoke would like to keep the sidewalk due to the need to stay active. No motion was made, to allow for time to talk to other residents. Request staff returns to SPW in two weeks.

Chair Bevans asked to add a push button pedestrian crossing in front of the hospital as a request from the Northside Neighborhood Association.

Approve Downtown Snow Removal Bids

Member Johnson asked if the committee discussed the e-mail sent to the Council regarding treating the downtown district like the rest of the City and not remove the snow but

once or twice a year. If the City is going to listen to the downtown business owners, the City should not engage in a contract.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON TO APPROVE THE BID FROM TOM'S BACKHOE SERVICE FOR THE 2022-2023 DOWNTOWN SNOW REMOVAL SERVICES IN THE DOWNTOWN DISTRICT.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY, DULY CARRIED, TO TABLE THE MOTION UNTIL NOVEMBER 7TH.

Direction on Active Code Enforcement Cases

Committee Chair O'Day gave an overview of the properties that were discussed.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER TO FOLLOW STAFF RECOMMENDATIONS FOR EACH OF THE PROPERTIES.

Council Members Stunek, Bieser, Stenglein, Erickson, O'Day, and Bevans voted "aye". Member Johnson voted "nay". The Chair declared the motion carried.

Unfinished Business

Adopt Ordinance 1536- Ordinance Amending Chapters 1 and 2 Brainerd City Charter

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STENGLEIN TO ADOPT PROPOSED ORDINANCE NO. 1536, AN ORDINANCE AMENDING CHAPTERS 1 AND 2 OF THE BRAINERD CITY CHARTER.

ORDINANCE 1536

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

Adopt Ordinance 1537- Ordinance Amending Chapter 3 Brainerd City Charter

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND ERICKSON TO ADOPT PROPOSED ORDINANCE NO. 1537, AN ORDINANCE AMENDING CHAPTER 3 OF THE BRAINERD CITY CHARTER.

ORDINANCE 1537

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

Adopt Ordinance 1538- Ordinance Amending Chapter 5 Brainerd City Charter

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND ERICKSON TO ADOPT PROPOSED ORDINANCE NO. 1538, AN ORDINANCE AMENDING CHAPTERS 5 OF THE BRAINERD CITY CHARTER.

ORDINANCE 1538

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

Set Workshop for Discussion of the Use of Coronavirus State and Local Fiscal Recovery Funds (SLFRF)-Part of American Rescue Plan Act (ARPA) of 2021

Finance Director Hillman stated that staff is requesting to set a workshop on Tuesday, October 11, 2022, at 6:00 p.m. to discuss the uses of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF)- funds that are part of the American Rescue Plan Act (ARPA) of 2021. Monday, October 10th is a Federal holiday. The City received \$1,468,097.57 in SLFRF. The Council will also have to adjourn tonight's meeting to the workshop.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STENGLEIN, DULY CARRIED, TO SET A COUNCIL WORKSHOP FOR TUESDAY, OCTOBER 11, 2022, AT 6:00 P.M. TO DISCUSS THE USES OF THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)- FUNDS THAT ARE PART OF THE AMERICAN RESCUE PLAN ACT (ARPA) OF 2021.

Appoint Library Board Council Liaison

Chair Bevans recommended Member Bieser to serve as the Library Board liaison.

MOVED AND SECONDED BY COUNCIL MEMBER JOHNSON AND STENGLEIN, DULY CARRIED, TO APPOINT MEMBER BIESER AS THE LIBRARY BOARD COUNCIL LIAISON.

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 – 2 terms (Expire 2022) --1 term (Expire 2024)
Charter Commission – 1 term (Expire 2022) 1-term (Expire 2025)
Rental Dwelling License Board of Appeals – 2 terms (Expire 2022)
Library Board—1 term (Expire 2023)

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

Economic Development Authority (EDA) – 1 term (Expire 2022) – 1 term (Expire 2026)

New Business

Consider Interim Use Permit for Outdoor Storage as a Principal Use at 1911 Thiesse Drive

Community Development Director Kramvik stated the applicant proposes operating a crypto mining facility with containers to house the data mining machines along with cooling towers. The primary use of this site is outdoor storage as any subsequent buildings are accessory to the crypto mining operation. Crypto mining would be an allowed use in the General Industrial Zoning District if the operation were to occur in a primary structure. VCV is required to obtain an Interim Use Permit for outdoor storage as a principal use due to multiple containers/ structures proposed on site without a primary structure. The Planning Commission considered the interim use permit request for outdoor storage as a principal use at 1918 & 1911 Thiesse Dr. at their regular meeting on September 21st. Planning Commission made a motion to recommend approval of the interim use permit for outdoor storage as a principal use to operate a crypto

mining facility with the conditions that the permit is contingent upon final sale of the property to VCV Digital and the permit would be voided if operation discontinues as a crypto mining facility. Upon roll call vote, the chair declared a tie vote, in which the motion failed.

Member Johnson asked for clarification as to why the permit would be voided if the operations discontinued.

Community Development Director Kramvik stated that if operations ceased, another company wanting to use the outdoor storage would have to apply for an interim use permit for outdoor storage, giving the Council authority at that time to decide if that is the best use for the property.

Member O'Day asked what liabilities the City would be under if the permit was denied.

City Attorney Langel stated that all the work to date is still contingent on receiving proper permitting. This is likely the last step for the applicants to begin operations.

Member Erickson stated at the Planning Commission he did not feel it was the City's responsibility to question the applicant's business model and they had been working with BPU on the utility agreement.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND BIESER, DULY CARRIED, TO APPROVE THE INTERIM USE PERMIT CONTINGENT UPON FINAL SALE OF THE INDUSTRIAL PARK PROPERTY TO VCV AND IS VOIDED UPON OPERATIONS DISCONTINUING AS A CRYPTO MINING FACILITY.

Consider Interim Use Permit for Outdoor Storage as a Principal Use at 1918 Thiesse Drive

Community Development Director Kramvik stated that this property is slightly different with a guard shack and less storage and towers on this portion. The Planning Commission took identical action on the motion for the interim use permit at 1911 Thiesse Drive.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STENGLEIN, DULY CARRIED, TO APPROVE THE INTERIM USE PERMIT IS CONTINGENT UPON FINAL SALE OF THE INDUSTRIAL PARK PROPERTY TO VCV AND IS VOIDED UPON OPERATIONS DISCONTINUING AS A CRYPTO MINING FACILITY.

Consider Variance from Setback Standards for Guard Shack at 1911 Thiesse Drive

Community Development Director Kramvik stated the applicant is proposing a reduced front yard setback from 40 feet to 36 feet for the installation of a guard shack for a crypto mining facility. Variances may be granted if the applicant establishes that there are practical difficulties in complying with the Zoning Ordinance. The Planning Commission considered the variance request for a reduced setback for the construction of a guard shack during their regular meeting on September 21st. Planning Commission voted unanimously to recommend denying the variance request as the reduced setback was caused by the design of the property owner and not considered a practical difficulty unique to the site. The request does not meet the standards for granting a variance.

Member Erickson stated that the Planning Commission felt there were potential other designs for the guard shack, so it did not meet practical difficulty requirements.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND JOHNSON, DULY CARRIED, TO DENY THE VARIANCE REQUEST FOR A REDUCED FRONT YARD SETBACK FOR THE CONSTRUCTION OF A GUARD SHACK.

Consider Variance from Setback Standards for ADA Wheelchair Lift at 804 Oak Street

Community Development Director Kramvik stated the applicant is requesting a reduced rear yard setback from 10 feet to zero feet for the addition of an ADA enclosed wheelchair lift along Pine Street. The Planning Commission considered the variance request for a zero-foot rear yard setback for the construction of an ADA wheelchair lift during their regular meeting on September 21st. Planning Commission voted unanimously to recommend approval of the variance request.

Member Johnson stated that he approves of the motion because it is a 100-year-old building in a dense urban area as opposed to the previous variance.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STUNEK, DULY CARRIED, TO APPROVE THE VARIANCE REQUEST FOR A ZERO FOOT REAR YARD SETBACK AT 804 OAK STREET TO ALLOW FOR THE CONSTRUCTION OF AN ADA ENCLOSED WHEELCHAIR LIFT.

Consider Variance for Boundary Line Adjustment at 3231 Oak Street

Community Development Director Kramvik stated Jordan Chouanard has submitted a variance request on behalf of Liberty Group of Brainerd at 3231 Oak Street. The applicant is requesting a boundary line adjustment that will remove the required lot frontage on a public street. The applicant is proposing access to the property through a 33-foot-wide easement. The Planning Commission considered the variance request for the boundary line adjustment during their regular meeting on September 21st. Planning Commission voted unanimously to recommend approval of the variance request with the condition that Liberty Group provides documentation at closing that a secondary easement is agreed upon in the closing documents for the sale of the property.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND O'DAY, DULY CARRIED, TO APPROVE THE VARIANCE REQUEST FOR A BOUNDARY LINE ADJUSTMENT THAT WILL REMOVE THE REQUIRED LOT FRONTAGE ON A PUBLIC STREET AND ALLOW ACCESS TO THE PROPERTY THROUGH A 33-FOOT-WIDE EASEMENT WITH A SECONDARY EASEMENT IDENTIFIED IN THE CLOSING DOCUMENTS FOR THE SALE OF THE PROPERTY.

Consider Variance from Setback Standards at for Duplex Construction at 515 South 9th Street

Community Development Director Kramvik stated an applicant submitted a request on behalf of Stangler Properties for a variance at 515 S. 9th Street. The applicant is requesting a reduced side yard setback from 5 feet to 2.5 feet along the north boundary line for the construction of a duplex. This matter was approved previously, but nothing was built on the site, so the request did expire. The Planning Commission considered the variance request during their regular meeting on September 21st. Planning Commission voted unanimously to recommend approval of the variance request as the structure would be consistent with other properties in the neighborhood.

Member O'Day asked for clarification of the placement of the door being on the side of the building. He stated that he will support the motion, but side loading makes the building look

like a military installment. If the City keeps approving buildings that look like Brainerd, we'll have to call the City, Fort Brainerd.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND JOHNSON, DULY CARRIED, TO APPROVE THE VARIANCE REQUEST FOR A REDUCED SIDE YARD SETBACK FROM 5 FEET TO 2.5 FEET ALONG THE NORTH BOUNDARY LINE.

Consider Variance from Setback Standards and Height Standards for Garage Construction at 324 Woodland Hills Lane

Community Development Director Kramvik stated that an applicant has submitted a request for two variances at 324 Woodland Hills Ln. The applicant is requesting a detached garage placement in front of the principal structure and for the proposed detached garage to exceed the height of the principal structure by 3' 4.5". The proposed detached garage size is 40 feet x 40 feet with a height of 15' 7.5" at the midpoint of the roof. The Planning Commission considered these variance requests during their regular meeting on September 21st. Planning Commission voted unanimously to recommend approval of both variance requests due to the topographical and wetland challenges of the property.

Member Erickson stated that the topography created the practical difficulty. The zone Garden Living also provides for more flexibility.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND O'DAY, DULY CARRIED, TO APPROVE BOTH VARIANCE REQUESTS FOR THE DETACHED GARAGE PLACEMENT IN FRONT OF THE PRINCIPAL STRUCTURE 52' FROM THE PROPERTY LINE AND FOR THE PROPOSED DETACHED GARAGE TO EXCEED THE HEIGHT OF THE PRINCIPAL STRUCTURE BY 3' 4.5".

Discussion on Rules of Decorum

Council President Bevans stated that he asked to have this item put on the agenda due to it being election season. The rules of decorum document are provided in the packet. He said that the City is working to create one City of Brainerd family, this includes all entities their staffs, elected officials, and volunteers. He reminded the Council to remain civil. He hopes that all staff, volunteers, and elected officials can take this knowledge with us. Each person is always representing the City of Brainerd. He thanked everyone for trying their best.

Member Stenglein stated that the Sturgis Standard Code of Parliamentary Procedure has had a name change.

Public Forum

The Chair opened public forum at 8:25 p.m.

Kathy Touse, 14075 Firewood Dr, President of The Center Board, thanked the Council for continued support. She highlighted The Center's activities including choir and theater. Tickets are available for the catered dinner "Hee-Haw" coming up this month.

Diane Saumer-Guidi, 402 Bluff Ave, stated that she did not typically dress in a dress and wig in public, but was glad to do so for the upcoming play. She is a charter member of the theater group.

Candice Zimmerman, 10246 County Rd 44, Executive Director Northland Arboretum, gave an update on the Levy funding and direction that the Council had given The Northland

Arboretum. With the work done by the working group, The Arb has hired a consultant to prioritize sustainable funding ideas. Ms. Zimmerman passed out invitations to the Council to the Northland Arboretum Annual Meeting on October 22, 2022 at 6:00 p.m. to share more impact throughout the facility.

The Chair closed public forum at 8:31 p.m.

Staff Reports

Fire Chief Holmes stated that the Fire Department Open House is on October 13th from 5-7 at the Fire Department. He included an invitation to the Council and commemorative coin for the 150th Anniversary of the Brainerd Fire Department to acknowledge service as Council Members during the celebration.

Community Development Director Kramvik thanked everyone who participated in the Touch a Truck event and it's organizers.

City Engineer/ Public Works Director Dehn stated that they are working to fill the positions in the Public Works Department. The Parks Maintenance position had 26 applicants; the Public Works Administrative Specialist position had 36 applicants. The City's project management team along with the 210 business owners met to put forth recommendations for the corridor. Finally, the South 6th and Buffalo Hills Lane intersection is open to traffic. It will be an all way stop until mid-November when the signals come in.

Mayor Report

Mayor Badeaux Proclaimed October 9-16 as Fire Prevention Week. He read the proclamation written dedicating the week. Finally, he gave examples of errors made by staff and commissions in the last month. He stated as stewards of the public interest, the City needs to hold itself to the highest standards. He talked about how it is important to ensure public trust of the City. In the last handful of years, the City has deflected a lot of things that have been happening to many other organizations. It is important to say these things publicly so that we can continue to be on the right path.

Council Member Reports

Member Stenglein stated that she went to the Flapjack Festival and had pancakes. It was a good time.

Member Stunek stated that the Legion made over 200 pancakes.

Chair Bevans stated that he attended the Senior Center BBQ meal, used the compost at the Arboretum, he went to Touch a Truck, and the Flapjack Festival.

Adjourn to Closed Session Pursuant to MN Statute 13D.03 to Discuss Labor Negotiation Strategy

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STUNEK, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PURSUANT TO MN STATUTE 13D.03 TO DISCUSS LABOR NEGOTIATION STRATEGY

The Chair adjourned to closed session at 8:45 p.m.

The Chair reconvened the session at 9:10 p.m.

Adjourn to Closed Session Pursuant to MN Statute 13D.05 Subd. 3B for Attorney-Client Privilege to Discuss City of Brainerd V. Carlson Pending Litigation

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND ERICKSON, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PURSUANT TO MN STATUTE 13D.05 SUBD. 3B FOR ATTORNEY CLIENT PRIVILEGE TO DISCUSS CITY OF BRAINERD V. CARLSON PENDING LITIGATION.

The Chair adjourned to closed session at 9:11 p.m.

The Chair reconvened the session at 9:19 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON, DULY CARRIED, TO ADJOURN TO THE CITY COUNCIL WORKSHOP ON OCTOBER 11, 2022, AT 6:00 P.M.

The Chair adjourned the meeting at 9:20 p.m.

Jennifer Bergman
City Administrator

Pursuant to due call and notice thereof, the State and Local Relief Funds Discussion Workshop of the Brainerd City Council was called to order at 6:00 P.M. by Council President Bevans.

Upon roll call, the following members were noted present: Stunek, Johnson, Bieser, Stenglein, Erickson, O'Day, and Bevans. Mayor Badeaux was noted as present. City Administrator Bergman, Finance Director Hillman, City Engineer/ Public Works Director Dehn, Community Development Director Kramvik, BPU Finance Director Wicklund, HR Director Schubert, Fire Chief Holmes, and Police Chief Bestul were also noted as present.

Discussion of Coronavirus State and Local Fiscal Recovery Funds (SLFRF)- Part of the American Rescue Plan Act of 2021 (ARPA)

Finance Director Hillman gave a brief overview of the \$1,468,098 in funds that will be received from the State and Local Fiscal Recovery Funds and the eligible uses. Of the funds, \$80,000 has already been allocated to the DEED Mainstreet Revitalization Program. She asked that the Council report their suggested allocations for the SLFRF funds from their worksheet that had been sent to them to work on.

Member O'Day asked for clarification on "to directly or indirectly offset a reduction in net tax revenue" how does the City avoid indirectly using funds to offset the levy.

Finance Director Hillman stated that as long as the levy is not reduced from the previous year the City should be protected against the stipulation.

Council Discussion took place. All members had the chance to comment.

Member Bieser recommended that a portion of the funds could go toward a community partnership group to assist homeowners with code enforcement violation.

Member Johnson stated that the recommendations are good, however, he added some projects that may be good SLFRF as well. He suggested the historic water tower project, Highway 210 pedestrian crossing, Laurel Street connection, master plan for Trailside Park, city wide banners, helping with the implementation of new streetlights, holiday decorations, Gregory Park fountain, or exploring relocating the trailer park on James street as options in the other category. Beyond those suggestions, he suggests use of funds for the parks in all of the parks suggested by the parks aside from the Skate Park. He believes the Skate Park is a regional project that should be funded privately.

Chair Bevans stated that this exercise is a great first step in sorting through projects that are priorities. The projects that he chose to allocate funds to in the exercise are not easily funded elsewhere.

Mayor Badeaux stated that the Park Board did a phenomenal job on their proposal for use of funds.

Administrator Bergman stated that the Annex item was with the assumption that the City would not have a lease. She stated that the figures were derived from the 2018 facilities study building in inflation in order to make the repairs necessary to lease the Annex and generate some revenue.

City Engineer/ Public Works Director Dehn stated that there are a couple of homes that are in danger with the gully. The clean water grant has been submitted. The amount suggested for funding is the amount of the grant match. The Street and Parks facility is for internal repairs for outfitting for additional office space.

Finance Director BPU Wicklund stated that the River Crossing project has increased from the initial estimate. If the rate payers are responsible for the cost of the project, they will see an increase of \$10-\$12. The local contribution toward a project may come up in the future when seeking bonding for the projects. This is a core infrastructure project. BPU has not received funds for a project like this.

Member Johnson stated that the City has contributed funds to BPU.

Council suggested staff bring forth the parks and capital allocations forward at the first meeting in November for further discussion and approval. The Police Department HVAC project will also move forward due to the lead time needed for supplies for the system.

Adjourn

The Chair adjourned the workshop at 6:55 P.M.

Jennifer Bergman
City Administrator

ASPEN SIGNS

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
PO BOX 372	Sign Erector	Active		12/31/2022	2022-0013	12/31/2022

CALLAHAN CONCRETE & MASONRY,

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
6924 HOLMES AVE	Masonry	Active		12/31/2022	2022-0006	12/31/2022

DAUERS HEATING COOLING

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
8090 STATE 64	Mechanical	Active	MB782888	06/22/2023	2022-0070	12/31/2022

KEVINS PLUMBING & HEATING LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
11799 GREGORY DR SW	Plumbing Contractor	Active	PC644497	12/31/2023	2022-0038	12/31/2022

MIKE'S MILLER'S ROOFING & SIDING

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
24240 IRON HUB RD	Commercial Roofing	Active	BC678972	12/31/2022	2022-0009	12/31/2022

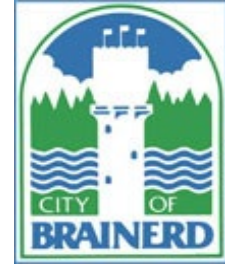
MINN-KOTA CONSTRUCTION, INC.

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
100 W MYRTLE ST	General Commercial	Active		12/31/2022	2022-0033	12/31/2022

NORTH EDGE EXTERIORS LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
1650 32ND AVE SW	General Commerical	Active		12/31/2022	2022-0033	12/31/2022

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: October 17, 2022

RE: Community Development Director Report

Building

The Community Development Department issued 126 building permits with a total project valuation of \$1,751,823 in the month of September.

Within the River-to-Rail incentive corridor, 8 permits were issued in September with a total project valuation of \$251,495 and waived \$4,527.02 in permit fees.

*Note: project valuation does not include all projects as some permits, such as residential mechanical permits, have a flat fee and are not based on valuation. Therefore, the listed total project valuation is solely based on the permits whose fees are determined by valuation.

Code Enforcement

The Community Development Department conducted 93 code enforcement inspections in September.

With the adoption of Ordinance No. 1524 on April 4, Community Development staff have moved to complaint driven enforcement only.

Planning & Zoning

The Community Development Department has seen a major increase in infill and redevelopment within the City of Brainerd, specifically regarding residential properties. Since the previous council meeting on October 3rd, staff has issued new construction buildings permits for a 4-plex, three duplexes, and two single family homes. All these construction projects are infill projects in established neighborhoods.

Vicky Kinney on behalf of My Neighbor to Love Coalition has submitted an application to re-plat 11 lots into 4 larger lots located between Jackson Street & James Street and NW 3rd Street & NW 2nd Street. The final plat is contingent upon the alley vacation between NW 3rd Street and NW 2nd Street. My Neighbor to Love Coalition also submitted two conditional use permits for the construction of a 12-plex apartment unit and a boarding house located above a health center. The conditional use permits will be contingent upon approval of the final plat. The preliminary plat and conditional use permits will be reviewed by the Planning Commission at their regular meeting on October 19th. City Council will review the applications along with a request to vacate the alley at the November 7th regular city council meeting.



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BESTUL'S BOOYAH AWARD

Submitted by Lt. Kulzer: On 09/28/22, Investigator Runde conducted an investigation leading from a tip from the BCA and NCMEC on a subject possessing and disseminating child pornography. Runde, working with his partners and outside agencies, applied and was granted a search warrant. During the execution of the search warrant, multiple pieces of disturbing evidence were located.

Runde was able to elicit a confession from the suspect. The suspect of the investigation was arrested and is facing charges that should result in an extended prison sentence. This work is a great example of taking someone off the street who was a direct threat to our community. *Booyah Tony!*



COMMUNITY OUTREACH



Officer Boggs and Officer Karsnia patronize a local business.

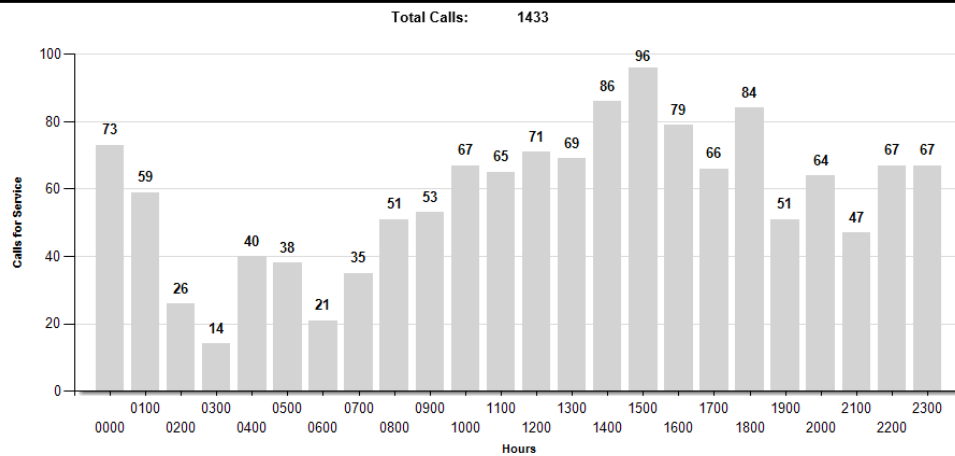
OVERALL CALLS FOR SERVICE

September	2022	2021
Number of Calls for Service	1389	1503



Calls for Service Hourly

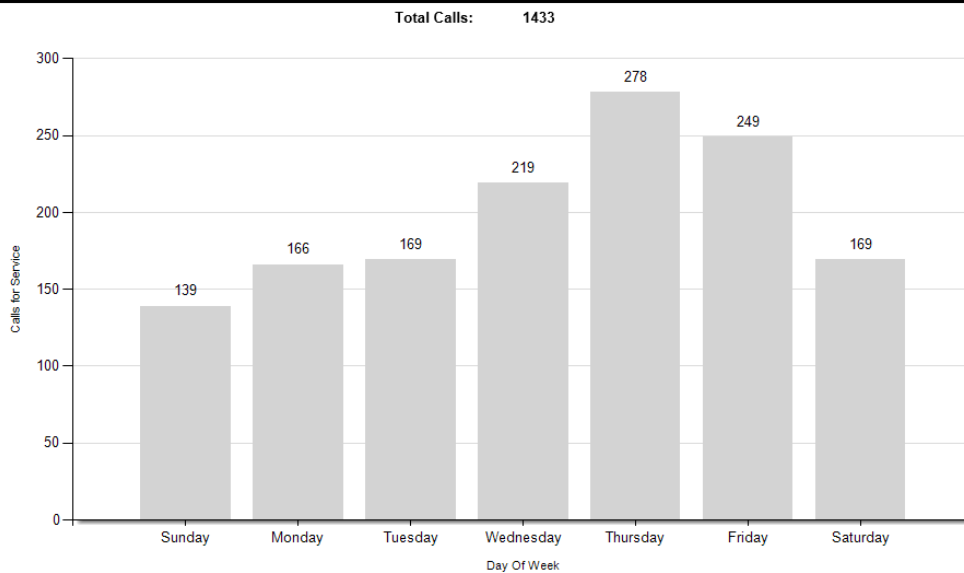
9/1/2022 to 9/30/2022



Calls for Service Day Of Week

Start Date: 9/1/2022

End Date: 9/30/2022



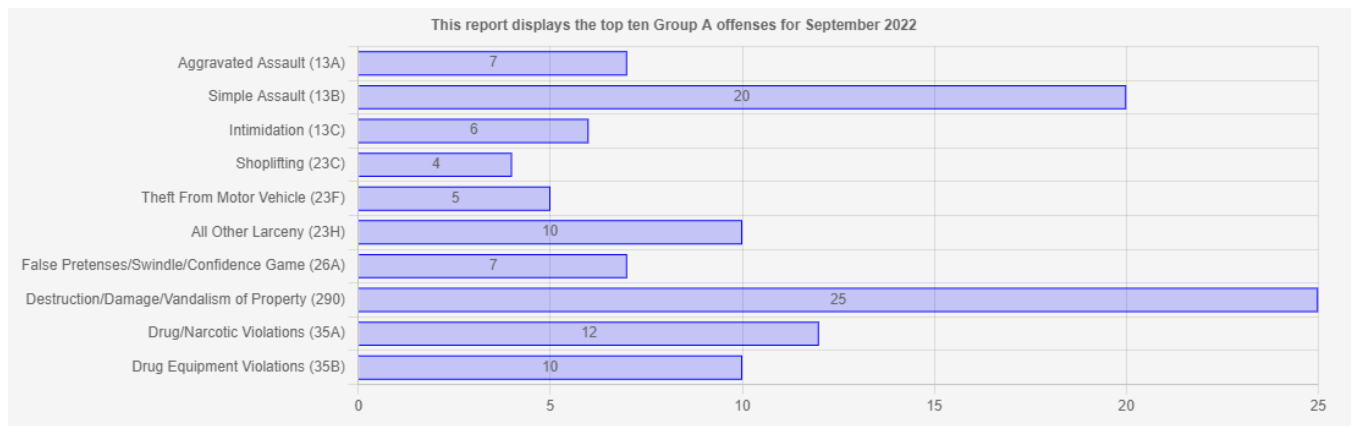
CRIME STATISTICS

Year to Date through September	2022	2021
Group A Offenses Known or Reported to Police	1100	1273
Group A and B Arrests	635	613

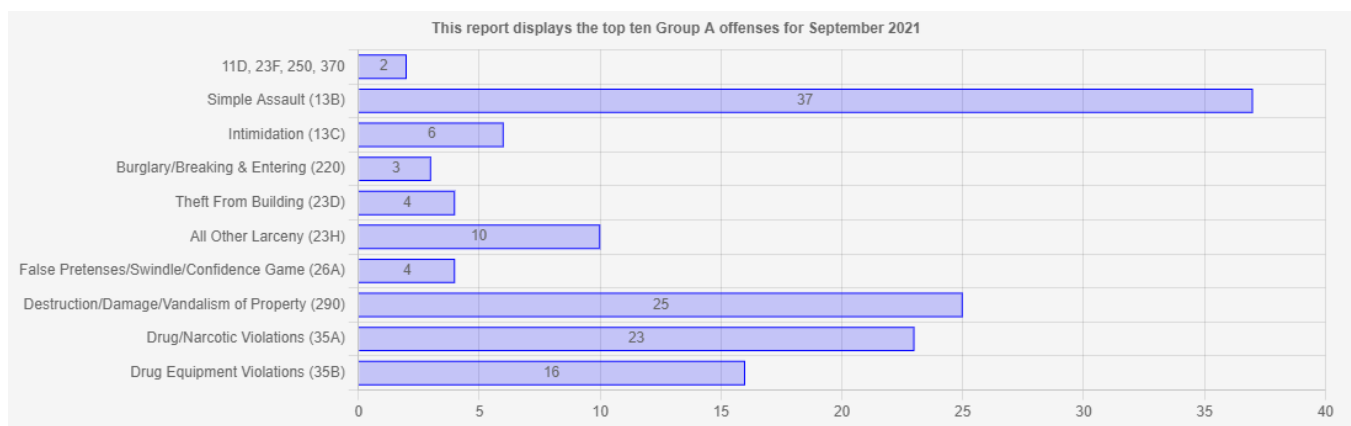
**** Note: 2022 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

September 2022

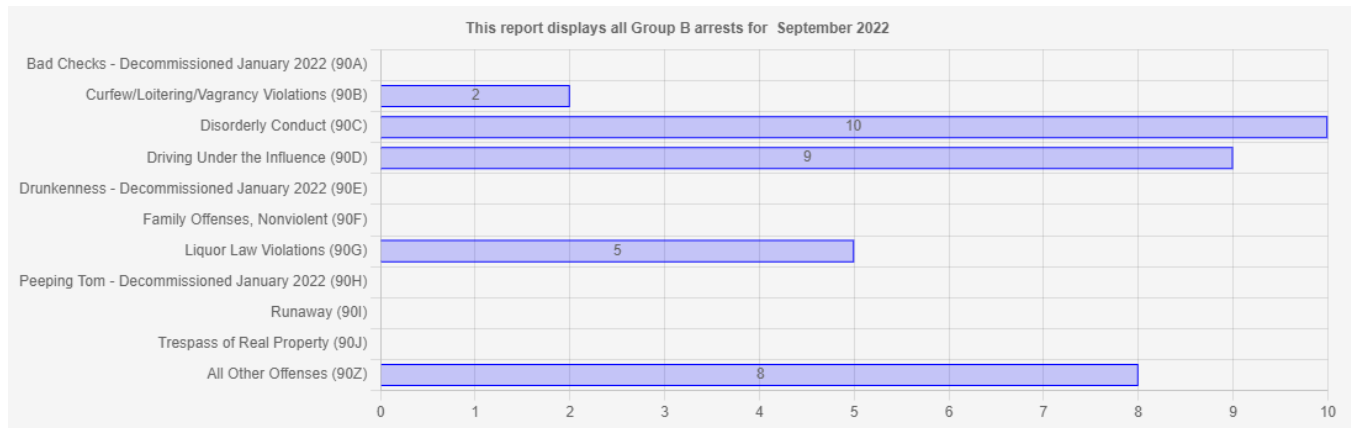


September 2021

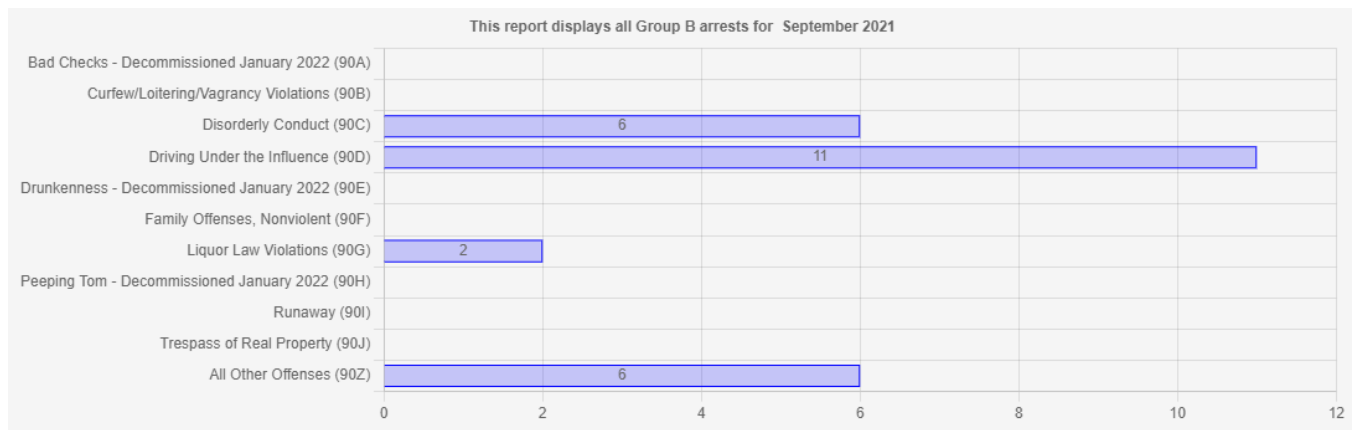


GROUP B ARREST DATA

September 2022



September 2021



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

September	2022	2021
Citations (Inc. Parking Tickets & Written Warnings)	160	196

11 parking tickets were issued in the month of September, with the following dispositions.

1	Dismissed
5	Paid in Full
0	Partial Payments Received
5	No Payment Received

Revenue Recapture Receipts:

2021 Total:	\$ 8,528.62
2022 To Date:	\$ 5,488.23

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address	Summary
22012555	09/18/2022	Conduct on Premises	402 S 9 th St	Conduct on Premises

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
September	1880	399	697	380	12.74 Minutes	63



TRAINING & STAFF DEVELOPMENT

TAC Workshop

Police Administrative Supervisor Julie McCullough attended a one-day TAC workshop in Bemidji. The workshop is designed for new and existing Terminal Agency Coordinators (TAC) as a summary of the duties and responsibilities a TAC has with regard to BCA MNJIS and FBI NCIC access. Topics included CJDN policies and procedures, managing user accounts and certifications, obtaining and analyzing criminal history information, managing hot file records, and an overview of the audit process and expectations.

MNJIS Two-Day Basic

Records Technician Cheryl Jensen attended the MNJIS Two-Day Basic Operator course through the BCA in Bemidji. This course covers Criminal Justice Data Communications Network (CJDN) policies and procedures related to access to and dissemination of data, as well as additional specialized training designed for full-access operators who run queries and enter records into the Minnesota and NCIC hot files.

BCA Criminal Justice Information Users Conference

Records Lead Miranda Halverson and Police Administrative Supervisor Julie McCullough attended the two-day BCA Criminal Justice Information Users Conference in St. Cloud. BCA staff and criminal justice professionals and experts provided information and training on a wide variety of topics through numerous breakout sessions. This allowed attendees to get the latest information on topics that apply specifically to the work they do every day. BCA training staff were also on hand throughout the conference to assist with any questions or concerns.

Basic Tactical Officer Course

Officer Personius attended the five-day Basic Tactical Operators course sponsored by the St. Cloud Police Department. This course is designed for the entry level tactical officer and focuses on the basics of working in the team environment, concentrating on tactical team skills, operations, and concepts. Operational scouting, mission planning, variable operational concepts for the kinetic tactical environment, leadership, asymmetric thinking, and teamwork are emphasized during the entire week with extensive FTX's and experiential exercises addressing new tactical concepts. This is a very challenging but rewarding course.

TRAINING & STAFF DEVELOPMENT

Stop the Bleeding

September's medical training was on the treatment of major bleeding. The first half of the training looked at tourniquets. Officers received a refresher on the application of the tourniquets that are carried by officers. Officers were also introduced to creating "improvised tourniquets," which are made from everyday items, and learning how to apply them. Officers learned how to think outside the box for items that could be used to create a tourniquet should one be needed.

The second half of the training focused on "wound packing," which is a technique that is used for a major bleed that can't be reached with a tourniquet. Officers were first shown wound packing in the classroom and were then presented with hands on training. Officers were tasked with stopping bleeding with the use of tourniquets and wound packing on meat designed to replicate legs and arms.





City of Brainerd
IT/GIS Department Monthly Report
September 2022

Projects

- BCA security audit – results of audit have various tasks required in 30 days, 6 months, and 2024. Work will continue for months to achieve required compliance.
- Preparing for phone system migration to the cloud, some older phones will need to be replaced. Working on network changes, hardware changes, phone number porting, training, etc.
- Preparing to implement a BCA required *Security Information and Event Management* (SIEM) logging platform.
- Continued testing and preparations to move the majority of city file data from local servers to the cloud.
- PEG channel – TV apps nearing completion (Apple, Amazon, Roku)

Software

- BS&A: support, reports, workflows, calendar syncing, etc
- Migration of park reservation/registration software from RecNet to CivicRec is nearing completion, frequent meetings and lots of set up / configuration

Hardware

- Second (redundant) internet connection configured and tested successfully 9/15.
- Helped replace worn cameras at police department 9/26

Staff

- Lori attended part of the BCA Criminal Justice Information User Conference in St Cloud 9/27

Other

- Technical support for numerous meetings – City Council, Park Board, Planning Comm, HRA, EDA, etc

Statistics

Emails sent: 7,757 (259/day) received 29,606 (987/day)

Cisco Secure Endpoint: 4.22M files scanned, 649K IPs scanned

YouTube – City of Brainerd channel 579 views, 84.0 hours watched

**RESOLUTION
NO. 36:22**

**RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
July 1, 2022 AND September 30, 2022**

WHEREAS, the City of Brainerd is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Sections 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471:17; and

WHEREAS, the following persons and entities have offered to contribute the gifts and cash sums set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>	<u>Requested Use of Donation or Contribution</u>
----------------------	---------------	--

SEE ATTACHED LIST OF DONORS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA that all donations and/or contributions described above are hereby graciously accepted by the City of Brainerd and shall be used as requested by the donors or grant requirements.

BE IT FURTHER RESOLVED, that the City Council expresses its gratitude to the donors of the gifts.

Adopted this 17th day of October 2022

KELLY BEVANS
President of the Council

Approved this 18th day of October 2022

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



www.ci.brainerd.mn.us

MEMO

TO: Mayor and Council

FROM: City Administrator Jennifer Bergman

DATE: October 10, 2022

RE: Resolution Accepting Donations & Contributions for 3rd Quarter 2022

Attached is a resolution accepting donations and contributions that have been made to the City of Brainerd for the period of July 1, 2022 and September 30, 2022. The City is very appreciative to all who have made these contributions. The funds from the donations and contributions will be used as requested by the donor.

A resolution needs to be adopted with a two-thirds vote of the Council. The item appears on the October 17, 2022 agenda.

If you have any questions, please don't hesitate to contact me.

\pz

Brainerd Parks and Recreation

Contributions and Donations July-September 2022

[illegible]



www.ci.brainerd.mn.us

MEMO

TO: Connie Hillman, Finance Director
FROM: Mike Bestul, Chief of Police
DATE: 9/30/2022
RE: 3rd Quarter 2022 Donations

The Brainerd Police Department received the following donations from July to September 2022:

- Paul Kampa \$200 Medical bag with supplies

If you have any questions, please don't hesitate to contact me.

\pz



www.ci.brainerd.mn.us

MEMO

TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: October 3, 2022
SUBJECT: 2022 – 3rd Quarter Donations

Brainerd Fire Department received the following donations in the 2nd quarter:

• Cayanne Ruis	Public Education	\$ 25.00
• Brainerd Jaycees	Donation	\$ 500.00

Feel free to contact me with any questions.

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

October 17, 2022

7:00 PM

2nd Floor Conference Room

WebEx Teleconference Call-In Information Call Toll-

Free: 1-844-992-4726 Access Code: 2499 787 7122

1. Accept the Resignation of Engineering Technician Justin Larson
2. Approve the Promotion of Crystal Gauthier to Transit Coordinator
3. Consider Classification and Compensation Study Proposals
4. Discussion of Civil Attorney Contract 2023-2024
5. Adopt Resolution Establishing Deferred Assessment Criteria



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Accept the Resignation of Engineering Technician Justin Larson

☐ 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 & Jessie Dehn	Department: Human Resources & Eng/PW
Presenter (Name & Title): Kris Schubert, HR Director	Estimated Time Needed: 2 minutes
Summary of Issue: Engineering Technician Justin Larson has submitted his notice of resignation with his last working day being October 21, 2022. Staff requests that the Council accept Justin's resignation; further, to authorize Staff to begin the hiring process for the position. A copy of the job description is attached.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Motion to accept Engineering Technician Justin Larson's resignation effective October 21, 2022; further, to authorize Staff to begin the hiring process for the position.	
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>hiring process costs</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> The hiring process costs will be offset by the wage budgeted for the position when the position is vacant.	

From: [Justin Larson](#)
To: [Kris Schubert](#)
Cc: [Niki Torrence](#)
Subject: Work Notice
Date: Monday, October 3, 2022 1:02:28 PM

Hey Kris,

Just providing you with my written notice after letting James and Jessie both know on Friday. My last day working here will be on Friday, October 21st. Thanks for everything you've done for me over the years. I will always appreciate you.

Thanks,

Justin Larson



Engineering Tech

Department: Engineering

FLSA Status: Non-Exempt

General Definition of Work

Performs intermediate skilled technical work performing field and office engineering work, surveying project sites, performing research, drawing plans and preparing maps, operating survey and automated drafting equipment, preparing and maintaining records, files and reports, and related work as apparent or assigned. Work is performed under the limited supervision of the Assistant City Engineer.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Essential Functions

- Assists in developing and prepping engineering plans and specifications.
- Assists in developing, preparing and/or reviewing and updating the sanitary sewer, water, storm drainage and street system maps, database and comprehensive plans.
- Assists with maintaining and preserving public works records; drafts as-built records of projects; documents changes for the operation and maintenance programs.
- Performs inspection of the installation of streets, sewers, water mains, sidewalks, and other public improvement projects; maintains construction diaries, item record accounts, and material testing results; prepares documentation of quantities for partial and final payments.
- Operates survey equipment including total station, GPS, etc.; performs construction survey staking.
- Drafts and calculates field notes to document quantities, alignment, grade and locations according to project plans.
- Surveys project sites; obtains and analyzes topographical details of sites.
- Researches records, maps and other information to obtain typical engineering data such as location of sewer stubs, water mains, hydrants, property special assessments, etc.
- Drafts detailed dimensional drawings such as street, water, sewer, drainage and other utility plans, systems and projects.
- Calculates dimensions, profile specifications and material quantities such as pipe, concrete, and asphalt.
- Performs office-related functions including preparing correspondence, maps, presentation materials, brochures, field notes, printing materials, answering phones and responding to inquiries from contractors, developers, property owners, staff and the general public; prepares and maintains records, files and reports as required.
- Serves as a drafter; makes final sketch of proposed drawing; reviews and verifies dimensions and materials to be used.
- Draws charts for statistical data representation; draws finished designs from sketches.
- Uses computer assisted drafting (AutoCAD) equipment and software.
- Must be willing to work flexible hours including overtime when project inspections are needed.
- Perform related task as assigned.

Engineering Tech

Page 2

Knowledge, Skills and Abilities

- General knowledge of surveying and civil engineering principles, procedures and techniques;
- General knowledge of engineering maps and records;
- General knowledge of city, state and federal policies, laws and regulations;
- Ability to interpret operating, maintenance, technical and procedure manuals and engineering plans and specifications;
- Ability to prepare, organize and maintain engineering field and office data, reports and systems;
- Ability to communicate effectively, both orally and in writing;
- Ability to understand and carry out written and oral instructions;
- Ability to follow oral and written instructions; ability to work independently with minimal supervision to complete daily activities according to work schedules.
- Skill in operating necessary tools and equipment such as total station equipment, GPS, personal computer and word processing, spreadsheet, database, GIS and CAD software and standard drafting tools;
- Ability to establish and maintain effective working relationships with co-workers, supervisors, other departments, vendors, contractors, and the general public.

Education, Experience and Special Requirements

- High school diploma or GED.
- Associates/Technical degree with coursework in civil engineering, engineering technology, or related field and two years' experience performing surveying and/or engineering, or equivalent combination of education and experience.
- Possession of a valid MN driver's license prior to employment.
- Possession of MN Department of Transportation Engineering Technician certifications as required by the Department or ability to obtain within two years of hire.
- Municipal experience as well as AutoCAD Civil 3D training and/or experience is highly desired.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires standing, walking and using hands to finger, handle or feel, frequently requires sitting, speaking or hearing, reaching with hands and arms and repetitive motions and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to the risk of electrical shock and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 1, 2018



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Approve the Promotion of Crystal Gauthier to Transit Coordinator

☐ 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 & Jessie Dehn	Department: Human Resources & Eng/PW
Presenter (Name & Title): Kris Schubert, HR Director	Estimated Time Needed: 2 minutes
Summary of Issue: On August 1st, the City Council accepted Transit Coordinator Anders Stone's retirement and requested time to go over the organizational structure of the Transit Department. At the October 3rd City Council meeting the authorization to conduct an Internal Posting was approved. One application was received from Acting Transit Coordinator Crystal Gauthier. We are recommending the promotion of Acting Transit Coordinator Crystal Gauthier to the Transit Coordinator position effective October 18, 2022.	
Alternatives, Options, Effects on Others/Comments: Pursuant to the Salary Administration Plan Section of the City's Employee Policy Manual, promoted employees generally start at the lowest step that is paid at a higher rate than the employee received in his or her previous position with the City. Since Crystal's current position is our Acting Transit Coordinator and is on Step 1 of that wage grid, she should be placed on Step 2 (\$36.13 per hour) of the Transit Coordinator Wage Grid when she is fully promoted to this position. At this time, Staff is not requesting to backfill the Transit Operations Specialist position as we plan to reallocate the majority of those duties to other administrative staff. Staff will observe this practice to determine if staff coverage is adequate or if we need to backfill the position at a later date.	
Recommended Action/Motion: Motion to approve the promotion of Crystal Gauthier to the Transit Coordinator position effective October 18, 2022 and that she be placed on Step 2 (\$36.13 per hour) of the Transit Coordinator Wage Grid.	
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 Transit Coordinator position was included in the 2022 budget.	



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Consider Classification and Compensation Study Proposals

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Kris Schubert & Jennifer Bergman	Department: Human Resources
Presenter (Name & Title): Kris Schubert, HR Director	Estimated Time Needed: 5 minutes
Summary of Issue: On September 6, the City Council authorized a Request for Proposals (RFP) process for our Classification and Compensation Study. The proposals were due September 28, 2022 with three companies submitting proposals. The companies were Flaherty & Hood PA; Abdo; and Paypoint HR. Staff is recommending to accept the proposal received from Flaherty & Hood PA for our Classification and Compensation Study at \$155 per hour subject to a not-to-exceed amount of \$40,000.	
Alternatives, Options, Effects on Others/Comments: We have conducted two Classification and Compensation studies within the past 10 years. Staff realizes the benefit of allowing employee participation and involvement in the process; therefore, staff recommends to utilize the following options: 1. PowerPoint presentation regarding the study to incumbent employees; 2. Employee position questionnaire interviews; and 3. An appeals process. The cost for these additional options is estimated to be \$10,250. Staff would also appreciate the leeway to learn more about the supplement pay system option to determine if it is in the best interest of the city given the current employment market. The cost for that option if utilized is \$3,000.	
Recommended Action/Motion: Motion to accept Flaherty & Hood PA's Classification and Compensation Study proposal including the additional service options as identified in an amount not to exceed \$53,250.	
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> \$ 53,250 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> \$45,000 is included in the 2023 budget for this study. In addition, Sourcewell has confirmed that it will reimburse the City \$10,000 towards the cost of this study.	



CITY OF BRAINERD

REQUEST FOR PROPOSALS (RFP)

CLASSIFICATION AND COMPENSATION STUDY

September 2022

ISSUE DATE: SEPTEMBER 7, 2022
DEADLINE: SEPTEMBER 28, 2022, AT 4:30 PM

**CITY OF BRAINERD
REQUEST FOR PROPOSALS (RFP)
CLASSIFICATION AND COMPENSATION STUDY
2022**

PROJECT INTRODUCTION

The City of Brainerd (City) is soliciting proposals for professional services for the completion of a Classification and Compensation Study. The study shall include the development and implementation of a job evaluation, classification, and compensation system that meets all federal and state compensation laws, such as the Minnesota Local Government Pay Equity Act, Fair Labor Standards Act, and other pertinent laws.

BACKGROUND

The City currently has in place a job evaluation and compensation system that was reviewed and updated by David Drown Associates, Inc. in 2018. Since that time, our Streets and Parks Departments were combined to form a Public Works Department and our City Charter was changed so the Public Utilities Department employees now report to the City Administrator instead of the Public Utilities Commission. All job descriptions were reviewed and updated for the 2018 study. It is the City's desire to use these revised job descriptions as part of the project; however, the City understands that additional information may be required by the organization for evaluation.

Brainerd is a regional center in central Minnesota with a population of approximately 14,395 per the 2020 census. Brainerd is a home-rule charter city, with a strong council / weak mayor form of government. The City is governed by a City Council composed of a Mayor and seven Councilmembers.

We have approximately 75 position titles for our regular full-time and part-time employees. Brainerd employs 122 full-time and 4 part-time employees. Of this, 101 employees are organized in the following unions:

- Teamsters General Local Union No. 346 representing our Police Sergeant Unit. Contract expires: 12/31/24
- Law Enforcement Labor Services Local #65 which represents our Police Officer Unit. Contract expires: 12/31/24
- International Brotherhood of Electrical Workers Local Union #31 representing our Administrative Support Unit. Contract expires: 12/31/22
- International Brotherhood of Electrical Workers Local Union #31 representing our Public Utilities Unit. Contract expires: 12/31/23
- International Union of Operating Engineers, Local No. 49 representing our Street Department Unit. Contract expires: 12/31/22
- International Union of Operating Engineers, Local No. 49 representing our Parks Maintenance Unit. Contract expires: 12/31/22
- United Steel Workers International Union representing our Hydro Dam Unit. Contract expires: 12/31/24

Almost all employees are paid based on our eight-step Salary Administration Plan program. The first six steps are for annual advancement with satisfactory performance. Steps 7 and 8 are reserved for those that achieve an “exceeding” performance expectations rating. A few employees were grandfathered in and have elected to remain on our old “Legacy” pay philosophy.

The City has been in compliance with pay equity requirements in the past (next report is due in January 2023), but will need written confirmation that this continues to be the case under the new classification and compensation plan. Internal equity is currently based on Springsted’s Systematic Analysis and Factor Evaluation (SAFE®) System. The City may be interested in keeping the existing system or adopting another system to better match other area municipalities and for comparison purposes.

SCOPE OF WORK

The selected consultant will provide professional services with integrative support services to complete the following:

1. Conduct a review of the current compensation philosophy, policy, and system with the City Council; seeking direction on changes desired, if any. This review shall include, but not be limited to: a review of the current challenges in recruiting and retaining employees, and a determination of a consistent and competitive market position that the City can strive to maintain.
2. Recommend a job evaluation system; this may include a recommendation to utilize the existing SAFE evaluation system or an alternative.
3. Conduct an evaluation of each position using current job descriptions to determine the job value and assign points to each position; if utilizing the SAFE method, conduct a review of the current position evaluations with recommendations for revisions, as needed. It is highly desired that this process includes employee engagement; the process may include position questionnaires and in-person or virtual consultant interviews with employees, or other method of engagement. Establish an objective classification (job-ranking) hierarchy.
4. Perform a general review of exempt and non-exempt position designations under the Fair Labor Standards Act (FLSA) guidelines; recommend changes as necessary and provide documentation of such changes for City files.
5. Establish appropriate benchmarking standards and conduct a wage/labor market survey. Perform an analysis of the market survey data for the establishment of pay grades, pay ranges, and step progressions within the ranges of the pay structure (step system) to meet the established compensation goals. Work with City staff to establish a list of comparable cities/entities. The comparable labor market survey may also include private employers and/or additional public sector employers for selected positions.
6. Perform a compression analysis to identify individual or group pay compression issues and provide potential solutions. Identify any extreme individual or group inequities and provide a recommended corrective action plan and process to remedy these situations.
7. Perform system testing to assure MN Pay Equity Compliance and provide assistance to Staff with the first State Pay Equity report following compensation review to assure compliance.

8. Present options and recommendations for a classification and compensation plan; the implementation plan options should take budget constraints into consideration and include the cost of implementation.
9. Present findings and recommendations, including final written plan documents and oral reports, at various meetings such as City Council meetings, management groups, employee groups, and union groups. End plan/report must comply with all applicable state and federal laws.
10. Establish and provide concrete schedules for each of the above proposed developments.
11. The classification and compensation system should be provided in computer/software format for implementation and on-going administration.
12. Train HR staff on proper administration and maintenance of the system. Provide implementation support, as requested.
13. Provide recommendations on a system for determining the validity of future requests for reclassification and/or compensation changes.
14. Post contract services involving review of new or significantly altered job descriptions and determination of points and salary for the positions.
15. Post contract services, upon request, to provide documentation regarding system changes for submissions to the Minnesota Department of Management and Budget for pay equity reporting purposes.
16. Propose solid contract terms, including a proposed project timeline, an itemized fee schedule for work included in the scope of work, and a payment plan based on measurable contract milestones.

CONSULTANT SUBMITTAL

The proposal shall contain the following information:

A. Consultant Information

Identify who will be the project manager and provide a listing of personnel to be assigned to the project, if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on their experience with public sector compensation.

B. Statement of Methods and Procedures

Information stating your firm's approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations for each aspect identified in the scope of work. Provide a sample of reports, correspondence, questionnaires and/or other instruments to be utilized. Include information on the job evaluation system being proposed (if not utilizing SAFE method).

Detail a "launch" plan to include an employee kick-off communication, as well as communications with management and employees during the study. Identify your firm's approach to engaging union and non-union involvement with the development of the position classifications and compensation schedules. Describe how employee appeals / disputes will be handled.

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented to Council, management, and employees upon completion. Include any computer/software compatibility information.

C. Management Synopsis

Provide a synopsis, prepared for management review, covering the significant features of the proposal, including overall costs and term of work.

Provide a statement that the proposer agrees to:

- 1) Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the classification/compensation system in an electronic medium; and
- 2) Appear, virtually or in-person, as appropriate, at a scheduled Council meeting to discuss the final report, recommendations, implementation options, and implementation costs; and
- 3) Provide a statement ensuring validity of the proposal for ninety (90) days following the response deadline below.

D. Work Schedule

Identify a concrete, reasonable timeline indicating tasks required with the start and completion dates for each, including the date of final project completion. It is expected that the work will commence as soon as possible after the contract is awarded.

E. Cost of Services

Provide clearly defined rates, fees, and charges for services, by phase and for total project, with a proposed payment schedule. Proposal shall include potential areas in which the City of Brainerd staff can provide assistance resulting in cost savings to the City. Provide clearly defined additional services and/or reimbursable costs not included in the basic fees, including hourly rates, mileage reimbursement, and fees for post contract services. Fees for post contract services should include a per position fee for performing a job evaluation of positions upon request, for as long as the City wishes to maintain this service. Proposal shall include a “not to exceed” lump sum fee protection.

F. References

Provide an extensive list of references of municipalities in the State of Minnesota who have implemented and are currently utilizing the compensation system being proposed or a similar system designed, developed, and implemented by your firm. Include the name and phone number of the contact person at each municipality, as well as a description of the services performed, implementation date, and the names of personnel from your office that worked on the project at each municipality.

PROJECT COMPLETION

It is the intent of the City to provide as much support and assistance to the consultant to ensure that the project is completed within six (6) months of the initial start date and no later than June 1, 2023.

OTHER

Questions regarding this Request for Proposals should be directed to:

Kris Schubert

Human Resource Director | City of Brainerd

Physical & Mailing address: 501 Laurel Street | Brainerd, MN 56401

P: 218-454-3415

kschubert@ci.brainerd.mn.us

www.ci.brainerd.mn.us

- The City of Brainerd reserves the right to reject any and all proposals for any, or no reason, and furthermore reserves the right to accept any proposal deemed to be in the best interest of the City.
- Minor revisions to original proposals, if requested by the City, may be negotiated following the proposal deadline and prior to being submitted to the Council for approval.
- The City of Brainerd shall not be liable for any expenses incurred by the firm associated with the preparation of the proposal, including but not limited to: onsite or virtual attendance at an oral presentation, onsite visit, preparation of a contract/fee schedule, or final proposal/contract negotiations.
- Prior to any work being performed, the selected firm shall provide a certificate of insurance, including but not limited to: general liability, automobile liability, and workers compensation coverage. Policy coverage limits for the general liability and automobile liability shall be in amounts equal to the City's potential liability.
- Proposals must be submitted by 4:30 PM on Wednesday, September 28, 2022, to Kris Schubert by mail or email. If utilizing mail service, at least one (1) unbound copy of the proposal must be included. Firms submitting the proposal by email will be responsible to verify delivery.
- Finalists may be requested to make a presentation for evaluation.

EVALUATION CRITERIA

Proposals will be evaluated per the following criteria:

- Company experience and key personnel qualifications
- Proposed job evaluation system, survey methodology, and project plan
- References and recommendations from past clients
- Quality and thoroughness of the proposal
- Communications Plan
- Timeline
- Cost

CITY OF BRAINERD POSITION TITLES	
ADMINISTRATION	IT/GIS
City Administrator (1)	IT/GIS Director (1)
Finance Director (1)	IT Specialist (1)
Human Resource Director (1)	
HR Assistant (1)	BRAINERD PUBLIC UTILITIES
Administrative Specialist 2 (1)	Superintendent (1)
Admin Specialist (1)	Finance Director (1)
AP/Adm Specialist (1)	Cashier/Postal Specialist (1)
	Administrative Assistant (1)
COMMUNITY DEVELOPMENT	Billing Representative (1)
Community Development Director (1)	Accounting Supervisor (1)
Assistant Planner (1)	Credit Collection Representative (1)
Building Official (1)	Accounts Receivable Representative (1)
Building Inspector (1)	Accounts Payable/Payables Specialist (1)
Admin Specialist 2 (1)	Accountant 1 (1)
	Technology Supervisor (1)
ENGINEERING/PUBLIC WORKS	IT/Data Analyst (1)
City Engineer/Public Works Director (1)	Operations Manager (1)
Assistant City Engineer (1)	Water Crew Chief (2)
Sr Engineering Tech/Project Coord. (1)	Water Plant Operator (4)
Engineering Tech (1)	Water Plant Relief Operator (1)
Street Foreman (1)	Water Service Worker (2)
Maintenance I (2)	Water Plant Chief Operator (1)
Maintenance II (1)	Wastewater Crew Chief (1)
Maintenance III (4)	Wastewater Supervisor (1)
Recreation Coordinator (1)	Wastewater Operator (3)
Parks Foreman (1)	Hydro Operator (3)
Park Maintenance (5)	Hydro Operator/Mechanic (1)
Admin Specialist (1)	Hydro Lead/Relief Operator (1)
Transit Coordinator (1)	Lineworker Crew Chief (3)
Transit Operations Specialist (1)	Lineworker (7)
	Meter Service Worker (1)
FIRE	Utility Senior Eng. Tech/Project Mgr (1)
Fire Chief (1)	Meter Tech/Locator (1)
Fire Marshal/Deputy Chief (1)	Maintenance Mechanic (1)
Admin Specialist 2 (1)	Maintenance Electrician (1)
	Material Control (1)
POLICE	Facility Grounds Maintenance Worker (1)
Police Chief (1)	Custodian/Groundskeeper (1)
Deputy Chief (1)	Laborer (1)
Lieutenant (1)	
Sergeant (4)	
Police Officer (18)	
CSO (4)	
Administrative Supervisor (1)	
Records Management Lead (1)	
Records Management Tech (4)	



Proposal to City of Brainerd for Job Classification & Compensation Study

Contact Information:

Rachel T. Parker, Human Resources Analyst
Brandon M. Fitzsimmons, Shareholder Attorney
525 Park Street, Suite 470
Saint Paul, MN 55103
Phone: (651) 225-8840
Email: rparker@flaherty-hood.com
Website: www.flaherty-hood.com

September 28, 2022



September 28, 2022

Kris Schubert
Human Resources Director
City of Brainerd
kschubert@ci.brainerd.mn.us

VIA EMAIL

Re: City of Brainerd Request for Proposals (RFP) Classification and Compensation Study

Dear Kris:

Providing legal, analytical, and lobbying services to primarily greater Minnesota cities has been Flaherty & Hood, P.A.'s primary focus since the firm's inception over 30 years ago. We are, therefore, pleased to submit this proposal to the City of Brainerd for a Classification & Compensation Study. We are committed to modeling diversity and inclusion and maintaining an inclusive environment with equitable treatment for all.

Why Should the City of Brainerd Hire Flaherty & Hood?

There are many reasons why the City of Brainerd should hire Flaherty & Hood, P.A. (Flaherty & Hood or firm), including:

1. **Customized.** Flaherty & Hood will not view the City of Brainerd as just another client among many; instead, the City of Brainerd study will be tailored to the City's circumstances, given high priority, and the timing of the study will be discussed early in order to meet deadlines set by the City.
2. **Comprehensive.** No other firm offers the same comprehensive services that Flaherty & Hood provides—including labor relations, employment law, human resources, and legal services. For example, Flaherty & Hood developed and utilizes the ***Flaherty & Hood Job Evaluation System*** for classification and compensation purposes and ***Cluster Analysis*** to identify comparable entities for public sector entities. In addition, Flaherty & Hood **advises and represents public sector entities** in complying with or claims made by employees under discrimination, disability, and wage and hour laws and labor contract negotiations and grievances, which is valuable in implementing classification and compensation changes.
3. **Comprehensible.** Flaherty & Hood strongly believes that the advice and work product it provides to clients must be comprehensible. The firm has a proven record of communicating advice and recommendations on complex legal, human resources, and job classification and compensation issues in a manner its clients understand. Flaherty & Hood provides user-friendly electronic documents for public sector entities to review and update job analyses, job descriptions, job evaluation ratings, and the base pay structure.
4. **Cost-Effective.** Because Flaherty & Hood has dedicated its practice to serving the needs of public entities, we can provide significantly reduced public rates to our clients, while maintaining the highest quality services.

Enclosed is Flaherty & Hood's proposal to conduct a Classification & Compensation Study for the City of Brainerd. The proposal includes the information requested in the *Request for Proposals (RFP) Classification and Compensation Study*.

Flaherty & Hood will comply with all the conditions governing the Procurement stated in the RFP.

We are confident that Flaherty & Hood will provide the highest quality compensation services to the City of Brainerd. Should you desire to discuss our services in more detail or need additional information, please contact us. Thank you for your consideration, and we look forward to hearing from you soon.

Very truly yours,

FLAHERTY & HOOD, P.A.

/s/ Rachel T. Parker
Rachel T. Parker
Human Resources Analyst

/s/Brandon M. Fitzsimmons
Brandon M. Fitzsimmons
Shareholder Attorney/Authorized to contractually obligate and negotiate contract
651-259-1910

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CONSULTANT INFORMATION

Description of Firm

With decades of serving Minnesota local governments, Flaherty & Hood, P.A. understands public sector's unique job evaluation, compensation, and organizational needs. Over the years, we have provided labor relations, employment law, and human resource services to numerous public entities serving populations from 1,000 to 293,000. We are committed to modeling diversity and inclusion and maintaining an inclusive environment with equitable treatment for all.

Flaherty & Hood, P.A. is a unique law firm that effectively integrates the disciplines of law, government relations, fiscal and human resources analysis, and communications to provide high-quality, timely and cost-effective services to our clients.

Flaherty & Hood, P.A. has 14 attorneys, 2 analysts, and 11 other professional staff who primarily provide legal, analytical, and legislative advocacy services for municipalities. The firm's labor, employment, and human resources practice area provides related legal, analytical, and representation services. Flaherty & Hood, P.A. is, therefore, uniquely positioned and has the comprehensive knowledge, experience, and tools to provide full service job classification and compensation analysis and implementation strategies for its municipal clients.

Job Classification and Compensation System Services

With 30 years in serving governments, Flaherty & Hood, P.A. understands public sector entities' unique **job classification and compensation** needs and provides the following services:

Job Analysis

- Review job classification systems
- Conduct incumbent and supervisor interviews
- Prepare and analyze job questionnaires
- Observe jobs
- Draft and update job descriptions
- Determine FLSA status and ADA requirements

Job Evaluation

- Prepare comparisons of jobs to determine job worth using internal and external methods

Compensation

- Identify market entities and sources utilizing statistical analysis
- Conduct market surveys and analyze market data
- Draft classification and compensation systems
- Establish pay structures and compensation packages
- Provide training and user-friendly electronic tools to implement job classification systems

Pay Equity

- Review, analyze, and recommend changes to ensure legal compliance
- Prepare any required pay equity report for the state and/or federal government
- Advise and provide representation in any contested matter involving legal compliance

To meet the classification and compensation needs of our organizational clients, Flaherty & Hood, P.A.:

- Developed and utilizes its own **job analysis questionnaires and job evaluation system** for job classification purposes and **sophisticated statistical methods** to identify an organization's comparable entities and to develop a customized classification and compensation system.
- Provides classification and compensation clients **user-friendly electronic documents** for clients to review and update job analyses, job descriptions, job evaluation ratings, and the base pay structure.
- Drafts and provides **resolutions, pay and options for implementation outlines, plans, and policies** for governing bodies for approval.

Labor, Employment Law, and Human Resources Services

Flaherty & Hood, P.A. also provides the following related **labor, employment law, and human resources** services to dozens of public entities:

- Labor Law
 - Contract negotiations
 - Grievances
 - Mediations
 - Arbitrations
 - Unfair labor practices
 - Strikes
 - Labor agency proceedings
- Employment Law
 - Representation and advocacy in state and federal courts, administrative, civil service, mediation, arbitration, and unemployment insurance hearings
 - Advice on hiring, performance improvement, legal claims, disciplinary matters, and reorganizing
 - Training seminars for supervisors and employees
 - Investigations
 - Legal compliance
- Human Resources
 - Personnel policies and practices
 - Hiring and disciplinary processes
 - Performance appraisal systems
 - Organizational reviews addressing direction and alignment of an organization as a whole, individual departments, employees and the services they provide; work flow processes and organizational structure; workforce staffing, productivity, and retention; workplace environment; and communication, innovation, and collaboration.

The following qualified and experienced Flaherty & Hood, P.A. personnel would provide classification and compensation services to the City of Brainerd.



Project Manager: Rachel Parker is a Human Resources Analyst with the law firm of **FLAHERTY & HOOD, P.A.** Rachel compiles, reviews, researches, and develops analysis in the areas of job classification and compensation, labor relations, and employment matters for public sector clients. Rachel has a Bachelor of Science in Speech, Language, and Hearing Science from Minnesota State Moorhead University and her Masters of Business Administration, Human Resource Management from Capella University. She is a member of SHRM, Twin Cities Compensation Network, and World at Work Compensation Institute.

Work Experience

FLAHERTY & HOOD, P.A.

St. Paul, Minnesota

Human Resources Analyst

Conducts job classification and compensation work, including conducting job analyses, drafting job descriptions, assigning job evaluation ratings, conducting salary surveys, and creating compensation structures. Performs organizational studies addressing services, staffing, organization, and reporting structures, surveying comparable entities, and preparing analysis and recommendations.

THRIFTY WHITE PHARMACY

Plymouth, Minnesota & Remote

Human Resources Benefits Specialist

Oversaw employees' benefit forms and Court order forms; processed termed employee's benefits; supported with audits relating to benefits; and performed E-Verify, COBRA, FMLA, and EEO.

ROOF TO DECK

St. Paul, Minnesota

Human Resources Manager / Accounting

Processed payroll system information; assisted with annual benefit processing; onboarding of new employees including new hire paperwork and orientation; maintain employee files and HR filing system, working on productivity reports, general ledgers, entering receipts, and invoices.

Education

Capella University

Masters of Business Administration, Human Resource Management

Minnesota State Moorhead University

B.S., Speech, Language, and Hearing Science

Professional Associations

Twin Cities Compensation Network

World at Work Compensation Institute Minnesota

Society for Human Resources Management



Brandon M. Fitzsimmons is a shareholder attorney with the law firm of **FLAHERTY & HOOD, P.A.** Brandon provides legal advice and representation services for public entities in labor relations, employment law, and human resources matters. Brandon has his Bachelor of Arts in Political Science with Distinction, *cum laude*, from Creighton University and his Doctor of Jurisprudence (J.D.) from William Mitchell College of Law. Brandon is a member of the National and Minnesota Public Employer Labor Relations Associations, SHRM, and MSBA–Labor and Employment Law Section.

Work Experience

FLAHERTY & HOOD, P.A.

St. Paul, Minnesota

Shareholder and Associate and Senior Attorney

Responsibilities include providing consultation, legal representation, and administrative agency representation for municipal clients before the District Court and state agencies, including the Minnesota Bureau of Mediation Services and Office of Administrative Hearings.

HONORABLE RENEE L. WORKE

Waseca, Minnesota

Judicial Clerk

Researched, consulted, and wrote orders and memorandums for Chief Judge and other Third Judicial District judges in south central Minnesota. Ran conciliation court settlement conference hearings and facilitated settlement agreements.

Education

William Mitchell College of Law

St. Paul, Minnesota

Juris Doctor

Creighton University

Omaha, Nebraska

B.A., Political Science with Distinction, *cum laude*

Bar Admissions

Minnesota

Honors and Awards

2013 and 2014 Super Lawyers-Rising Stars

Professional Associations

National and Minnesota Public Employer Labor Relations Associations

Society for Human Resources Management

Labor and Employment Law, Public Law and Administrative Law Sections of the Minnesota State Bar Association



Ethan Rundquist is a Data Analyst with the law firm of **FLAHERTY & HOOD, P.A.** Ethan compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures. Ethan has a Bachelor of Arts Degree in Finance and Management from The College of Saint Scholastica. He is a member of Society for Human Resources Management, Twin Cities Compensation Network, and World at Work Compensation Institute.

Work Experience

FLAHERTY & HOOD, P.A.

St. Paul, Minnesota

Data Analyst

Compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures.

FRANDSEN BANK AND TRUST

Arden Hills, Minnesota

Records Management Specialist

Entered data and prepared documents, spreadsheets, reports, and other materials; updated indexes and file data for legal and official documents; set up, optimized and enforced consistent document management policies; maintained files and retrieved information from computer and manual filing systems; and filled out and stored transmittal logs for permanent records.

THE COLLEGE OF ST. SCHOLASTICA

Duluth, Minnesota

REIF Economic Research Project

Collected information from business confidence surveys of businesses in the Duluth community; compiled data in Excel for REIF/regional economic forum; and presented via PowerPoint presentation.

Education

The College of Saint Scholastica

Duluth, Minnesota

Bachelor of Arts Degree in Finance and Management

Certifications

Google Data Analytics

Microsoft Excel Training

Professional Associations

Twin Cities Compensation Network

World at Work Compensation Institute Minnesota

Society for Human Resources Management

STATEMENT OF METHODS AND PROCEDURES

Classification and Compensation Systems

Flaherty & Hood fully understands the complexities public sector entities need to be aware of and address in their classification and compensation program. Flaherty & Hood, P.A. approaches related studies in an objective, methodical, and customized manner.

Background

An employer's success depends on its employees' performance. To recruit and retain a productive and reliable workforce, public sector entities need to sufficiently compensate employees. In establishing employee compensation, public sector entities must ensure that each job in the organization interrelate to each other so that the entity can: optimize achievement of the organization's mission, goals, and objectives; determine the relative worth and appropriate pay rate, other pay, and benefits for jobs; and comply with pay equity laws. In order to achieve these objectives, employers need to establish job classification and compensation systems that appropriately value jobs within the organization. In order to achieve these objectives, public sector entities need to establish job classification and compensation systems that appropriately value jobs within the organization.

Job Classification

Job classification involves the systematic study of jobs to determine which activities and responsibilities they include, the personal qualifications necessary for performance of the jobs, the conditions under which the work is performed, and each job's relative importance and worth to other jobs internally and externally. Flaherty & Hood developed and utilizes its own job analysis questionnaires and Flaherty & Hood Job Evaluation System for job classification purposes which consistently and equitably measure the skill, effort, responsibility, and working conditions required of each job class. Information collected in the job analysis process is compared using a variety of uniform factors and sub-factors to systematically assign numerical ratings for each job class.

In Flaherty & Hood's Job Evaluation System, the following 4 factors broken down into 8 sub-factors are used to measure all of the components of job content for each job class:

Factors & Sub Factors	Definitions
Skill	Measured by factors such as the experience, ability, education, and training required to perform a job
Related Experience	How much related experience that is needed to do the work
Education	How much education that is needed to do the work

Factors & Sub Factors	Definitions
Effort	The amount of physical or mental exertion needed to perform a job that cause physical or mental fatigue or stress are to be considered in determining the effort required for a job Differences in the kind of effort exerted do not justify a compensation differential if the amount of effort is substantially the same
Complexity	How related the tasks are for a specific job class. This will affect the originality and difficulty involved in identifying and performing the work
Responsibility	The degree of accountability required in performing a job
Supervision Needed	The extent to which the class works without supervision
Supervision Given	The extent to which the class exercises supervisory functions
Impact on the Business	The impact of the job classes' job functions on the employer's business
Work Conditions	Measured by factors such as surroundings and hazards
Surroundings	Takes into account the intensity and frequency of environmental elements encountered in the job, such as heat, cold, wetness, noise, fumes, odors, dust, and ventilation measured in risk
Hazards	Takes into account the number and frequency of physical activities, strains and the severity of injury they can cause

We are also able to utilize other systems that are in place if the organization has enough access to the system to fully evaluate a position. Flaherty & Hood, P.A. has reviewed, analyzed, and made recommendations related to the following job evaluation systems: Hay, Modified Princeton Evaluation System, MRA System, Springsted's Systematic Analysis and Factor Evaluation (SAFE) System, State Job Match, and Decision Band Method (DBM). If the City decides to maintain their current job factor evaluation system, Flaherty & Hood, P.A. will be able to work with the City to evaluate its positions systematically and effectively.

Compensation

Compensation includes the wages and salary paid by employers to employees in exchange for work (a.k.a. base pay); variable pay in the form of short- and long-term incentives, such as promotions and pay increases; other pay, such as premium pay above regular wages and salary for doing additional work or working additional hours; and the monetary value of benefits. Compensation establishes the standard of living for employees and is the primary indication of the value the organization places on a position within the organization. A compensation system involves establishing how the organization manages compensating employees.

Flaherty & Hood, P.A. utilizes sophisticated statistical methods to identify an organization's comparable organizations and to develop a compensation system.

In addition, employers must consider its total rewards. World at Work defines total rewards as: "All of the tools available to the employer that may be used to attract, motivate, and retain employees. Total rewards include everything the employee perceives to be of value resulting from the employment relationship." These tools include work-life effectiveness, recognition,

performance management, and talent development. Flaherty & Hood, P.A. facilitates an employer's development of its total rewards through developing a policy, plan, and strategy for establishing and modifying, communicating, and implementing such rewards.

Flaherty & Hood, P.A. ensures that each organization's classification and compensation system is:

- Internally equitable among all classifications
- Compatible with market conditions
- Affordable and cost-effective
- Legal, defensible, and compliant with pay equity
- Understandable
- Flexible
- Appropriate for the employer
- A tool for employee development

Market Analysis

Flaherty & Hood conducts market surveys to effectively collect and evaluate data from the comparable market entities and sources. We developed and utilize a **Cluster Analysis** to identify comparable entities for public sector entities. The market survey includes determining factors for each benchmarked position. The data collected is reviewed and organized in a user-friendly spreadsheet. Job classifications with usable market pay rates are utilized in the regression analysis (i.e., statistical approach to show the relationship between two variables, in this case the market pay and job evaluation points).

Communication

Given our extensive experience with serving local government entities, we understand the importance of open and honest communication with management and staff regarding classification and compensation issues and will maintain the highest degree of professionalism while working with these groups. Flaherty & Hood will continually consult with management throughout each stage of studying the classification and compensation system.

Management

We encourage management to give input and ask questions throughout the process. At each step of the process, we will provide the City of Brainerd with draft documents, recommendations, and alternative actions to address the respective step, considering feedback from the City and best practices. After each step of the process is completed, management will be asked to approve the step before moving to the next step. We find this leads to a better incorporation of the organization's classification and compensation philosophy. Flaherty & Hood will work with management to ensure that all classification and compensation system projects are completed at the highest quality and in a timely and cost-effective manner.

Employees and Employee Groups Involvement

Flaherty & Hood, P.A. has a great deal of experience working with public sector workplaces, including those with employee rights to be unionized and/or meeting and conferring on terms and conditions of employment. We allow all parties to have a say in the classification and compensation process while following all applicable laws related to cooperating with unions and employees.

We can engage employees in the study through:

- Holding “launch” meetings with employees and bargaining units and/or drafting for them an explanation of the study at the start or conclusion of a study so they can become informed of the system and ask any questions.
- Having a representative number of employees (both union and non-union) from each job class complete one of our thorough Job Analysis Questionnaires and/or provide feedback on the accuracy and completeness of their job descriptions. By having employees participate in this manner, we ensure the most accurate data is obtained.
- Providing management with responses to Frequently Asked Questions (FAQs) to use in responding to questions from employees and unions during the process.
- Establishing a working group that includes organization management, employees, and bargaining units to provide feedback on the system and/or recommendations for job descriptions, job evaluation points, market entities, and/or compensation structure.
- Developing a process for employees to request a review of their position’s job description, job evaluations points and/or placement in the compensation structure if the dispute such components.

Flaherty & Hood, P.A. will draft the following communication to incumbent employees explaining the job evaluation points review process:

- Timeline outline
- Forms
- Execution guide for organization management to related communications
- Notification for employees
- Template responses for organization management

Attachment A: Job Analysis Questionnaire Sample

Attachment B: Job Description Sample

MANAGEMENT SYNOPSIS

The base services for the classification and compensation study are proposed to be completed within about six to seven months after it starts. Flaherty and Hood, P.A. will start the study as soon as the city authorizes the firm to conduct it.

The base services total not-to-exceed costs are \$40,000.

Flaherty and Hood, P.A. agrees to:

- 1) Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other material necessary for the implementation and maintenance of the classification/compensation system in an electronic medium
- 2) Appear, virtually or in-person, as appropriate, at a scheduled Council meeting to discuss the final report, recommendations, implementation options, and implementation costs
- 3) Provide a statement ensuring validity of the proposal for ninety (90) days following the response deadline below

WORK SCHEDULE

Flaherty & Hood, P.A.'s Job Classification and Compensation Study services for the City of Brainerd will include the following services for around 75 job classifications. Text in **bold** are deliverables. Text **highlighted** includes services that the City can assist with that could result in cost savings.

Phase	Services	Timeline after Start
A.	<u>Introduction and Project Orientation</u> - Review the City of Brainerd's current classification and compensation system, which includes: - Classification and compensation-related policies and plans and labor contracts - Job descriptions - Job evaluation system and ratings - Organizational chart - Compensation and structure - Pay equity reports Draft communication to incumbent employees and bargaining units explaining the Job Classification and Compensation System Study, execution guides and responses to FAQs for the City of Brainerd's management	0-4 Weeks
B.	<u>Position Analysis</u> - Draft and distribute job questionnaires to specified incumbent employees addressing the skill, effort, responsibility, and working conditions of the job Management reviews and comments on completed questionnaires - Review and analyze completed questionnaires and management comments	4-12 Weeks

Phase	Services	Timeline after Start
C.	<u>Position Classification Evaluation</u> - Review current process used to evaluate skill, effort, responsibility, working conditions, and other relevant work-related criteria for each job - General - Using City's current job evaluation system or Flaherty & Hood's Job Evaluation System: Define uniform compensable factors and subfactors Establish points for factors and subfactors - Job specific Establish and draft spreadsheet in Excel that systematically and objectively assigns points for each job using factors and subfactors - Management reviews, comments, and makes any necessary changes on job evaluation system and job specific points	16-20 Weeks
D.	<u>Updates to Job Descriptions</u> - Evaluate existing job descriptions to ensure they are current, accurate, and complete and provide written evaluation to management - Draft a uniform job description template and Job Description Drafting Guide - Analyze current job descriptions to ensure compliance with Federal and State regulations pertaining to compensation standards, including but not limited to Americans with Disabilities Act (ADA) and FLSA - Determine Fair Labor Standards Act exempt status of jobs	24-28 Weeks
E.	<u>Market Benchmark and Survey</u> - Establish market entities and sources based on statistical analysis and Market Selection Questionnaire submitted to the City of Brainerd Determine benchmark jobs to compare - Compile, review and analyze market compensation data for benchmarked job classifications, including: - Wages: base pay, pay structure, and longevity pay - Insurance: health - Draft market comparison data spreadsheets in Excel and discuss with the City of Brainerd's management	12-18 Weeks

Phase	Services	Timeline after Start
F.	<u>Classification and Compensation System Structure</u> - Utilizing statistical analysis and Base Pay Development Questionnaire submitted to and completed by the City of Brainerd, analyze internal job evaluation points compared to external market survey data to develop basis on which to update or build pay structure - Draft proposed modifications to pay structure and schedule that include pay ranges based on job points - Draft other proposed Total Rewards recognizing longevity Draft analysis of City-wide cost and individual employee wage impact of the proposed pay structure in Excel	4-12 Weeks
G.	<u>Classification & Compensation System/Compliance Testing</u> Utilizing statistical analysis, ensure proposed job points and pay are internally and externally equitable and legally compliant	20-22 Weeks
H.	<u>Preparation of Final Documents and Updated Compensation Policies and Plans</u> - Prepare a final report describing the study results and implementation recommendations - Present on findings and recommendations, including written and/or oral reports to the City of Brainerd City Council - Draft Classification and compensation policy(ies) updates Compensation plan to manage compensation clearly, effectively, consistently, and efficiently, including Total Rewards Classification and compensation manual and usable samples and electronic spreadsheets in Excel and Word for updating job descriptions, job points, and compensation, including methodology for determining the validity for requests for reclassification and/or compensation changes	22-24 Weeks
I.	<u>System Implementation</u> Draft outline summarizing the best possible approach to coordinating the recommended pay plan with current collective bargaining agreements and wage plans, including timelines for implementation, and communicating it with employees and unions	24-28 Weeks

Phase	Services	Timeline after Start
J.	<u>Training on System Maintenance and Updating</u> Conduct training for the City of Brainerd’s management on maintaining and updating job descriptions, job evaluation points, and adjusting the pay structure by utilizing the compensation plan, job evaluation and compensation how-to guides and electronic spreadsheets	24-28 Weeks

COST OF SERVICES

Base Services

Flaherty & Hood, P.A.'s Job Classification and Compensation System Study services for the City of Brainerd will include the following services billed to the City at the hourly rate of \$155 per hour, subject to the not-to-exceed total lump sum fee referenced in the request for proposal (RFP), for around 75 job classifications.

Phase	Services	Est. Cost
A.	<u>Introduction and Project Orientation</u>	\$750
B.	<u>Position Analysis</u>	\$4,500
C.	<u>Position Classification Evaluation</u>	\$4,500
D.	<u>Updates to Job Descriptions</u>	\$2,000
E.	<u>Market Benchmark and Survey</u>	\$14,000
F.	<u>Classification and Compensation System Structure</u>	\$6,250
G.	<u>Classification & Compensation System/Compliance Testing</u>	\$1,000
H.	<u>Preparation of Final Documents and Updated Compensation Policies and Plans</u>	\$5,250
I.	<u>System Implementation</u>	\$750
J.	<u>Training on System Maintenance and Updating</u>	\$1,000
Total Not-to-Exceed		\$40,000

Other City-Wide Services

Additional Services for Study

Service	Total Cost
Prepare PowerPoint and present to incumbent employees explaining the study	\$750
Interview using position questionnaires for incumbent employees addressing the skill, effort, responsibility, and working conditions of their position	\$8,000 (maximum - billed hourly)
Draft process, forms, execution guide, and template responses for job evaluation point reviews requested by employees. Advise on handling specific requested reviews.	\$1,500
Draft new job descriptions for all positions in new format (up to 80)	\$7,500
Establish supplemental variable pay system, such as performance pay, merit pay, and/or skills or competency pay	\$3,000
Compile, review, and analyze organizational or market compensation data other than wages and health insurance	\$750 per category

Additional Job Classifications or Same Job Classifications after Study is Complete

Service	Total Cost
Draft, review, and analyze position questionnaires for incumbent employee, if any, and management addressing the skill, effort, responsibility, and working conditions of the position; draft new or updated job description; and establish internal rating after initial job classification rated	\$800
Establish points and provide analysis after initial job classification pointed	\$350
Compile, review, and analyze market compensation data, including wages, wage structure, and health insurance benefits	\$800
Compile, review, and analyze market compensation data other than wages, wage structure, and health insurance contributions	\$650 per category

Fees and expenses incurred by Flaherty & Hood, P.A. in providing all services to the City of Brainerd will be billed as incurred on a monthly basis. Items in addition to those above or other labor relations, employment law, and human resources services are available to the City of Brainerd and will be billed at the reduced Coalition of Greater Minnesota Cities' hourly rates of \$145 per hour for first 25 hours of service for attorney and \$165 per hour for over 25 hours of service, \$145 per hour for analyst, \$85 per hour for administrative assistant, one-half of hourly rates for travel, and expenses.

REFERENCES

Minnesota Municipal Clients Implemented F&H Compensation System

Flaherty & Hood, P.A. encourages you to contact the following Minnesota municipal officials that have implemented and are currently utilizing the compensation system being proposed or a similar system designed, developed, and implemented by Flaherty & Hood, P.A.

Entity	Services Performed	Reference
Austin Utilities Implementation Date: 2018	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Mark Nibaur 507-433-8886 markn@austinutilities.com Personnel assigned to the project: Brandon M. Fitzsimmons Karina G. Patino Rachel Parker
City of Austin Implementation Date: 2019	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Craig Clark 507-437-9940 craigc@ci.austin.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Karina G. Patino
City of Bagley Implementation Date: 2016	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Sid Michel 218-694-2865 SMichel@bagleymn.us Personnel assigned to the project: Brandon M. Fitzsimmons Carol Loncar

Entity	Services Performed	Reference
City of Goodview Implementation Date: 2019	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) position classification and job evaluation; (3) conducting salary survey; (4) compensation system/structure development; (5) compensation system testing for pay equity compliance; (6) preparation and presentation of final results and report; and (7) system implementation.	Dan Matejka 507-452-1630 dmatejka@goodviewmn.com Personnel assigned to the project: Brandon M. Fitzsimmons Karina G. Patino
City of Moorhead Implementation Date: 2017	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) position classification and job evaluation; (3) conducting salary survey; (4) compensation system/structure development; (5) compensation system testing for pay equity compliance; (6) preparation and presentation of final results and report; and (7) system implementation.	Christina Volkers 651-730-2705 chris.volkers@ci.oakdale.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Karina G. Patino

Entity	Services Performed	Reference
Moorhead Public Service Implementation Date: 2015	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for MLGPEA; (7) preparation and presentation of final results and report and (8) system implementation. Organizational, Job Classification, and Compensation Study, including: (1) position analysis and review of job descriptions; (2) conducting salary survey; (3) compensation system/ structure update and modification; (4) review the services the utility provides, the utility employees necessary to provide the services, their organization and reporting structures, and the amount of staffing needed; (5) elicit input from the Board of Commissioners regarding the municipal utility's organization; and (6) determine any appropriate changes to make to its organization; (7) preparation and presentation of final results and report and (8) system implementation.	Travis Schmidt 218-477-8084 TSchmidt@mpsutility.com Personnel assigned to the project: Brandon M. Fitzsimmons Karina G. Patino Rachel T. Parker Ethan Rundquist
City of Oakdale Implementation Date: 2021	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) position classification and job evaluation; (3) conducting salary survey; (4) compensation system/structure development; (5) compensation system testing for pay equity compliance; (6) preparation and presentation of final results and report; and (7) system implementation.	Christina Volkers 651-730-2705 chris.volkers@ci.oakdale.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Karina G. Patino Rachel T. Parker

Entity	Services Performed	Reference
City of Pelican Rapids Implementation Date: 2016	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Donald Solga 218-863-7076 pradmin@loretel.net Personnel assigned to the project: Brandon M. Fitzsimmons Carol Loncar
City of Plainview Implementation Date: 2017	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	John Chattin 218-368-9316 chattin@paulbunyan.net Personnel assigned to the project: Brandon M. Fitzsimmons Carol Loncar
City of St. Charles Implementation Date: 2017	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Nick Koverman 651-565-2638 nkoverman@semmchra.org Personnel assigned to the project: Brandon M. Fitzsimmons Carol Loncar

Entity	Services Performed	Reference
City of St. Joseph Implementation Date: 2020	Job Classification and Compensation Review, including: (1) position analysis and review of job descriptions; (2) position classification and job evaluation; (3) compensation system/structure development; (4) compensation system testing for pay equity compliance; (5) preparation and presentation of final results and report; and (6) system implementation.	Rick Schultz 320-260-0393 rschultz@cityofstjoseph.com Personnel assigned to the project: Brandon M. Fitzsimmons Karina Patino
City of Stillwater Implementation Date: 2016	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) position classification and job evaluation; (3) conducting salary survey; (4) compensation system/structure development; (5) compensation system testing for pay equity compliance; (6) preparation and presentation of final results and report; and (7) system implementation.	Donna Robole 651-430-8806 drobole@ci.stillwater.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Carol Loncar
City of Waseca Implementation Date: 2016	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Danny Lenz 952-496-8166 dlenz@co.scott.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Carol Loncar
City of Wells Implementation Date: 2018	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	C.J. Holl 218-936-3560 cj.holl@co.mahnomen.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Karina Patino

Entity	Services Performed	Reference
City of Winona Implementation Date: 2015	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/structure development; (6) compensation system testing for MLGPEA; (7) preparation and presentation of final results and report; and (8) system implementation.	Deb Beckman 507-457-8232 dbeckman@ci.winona.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Lucas Golliet
City of Winsted Implementation Date: 2015	Job Classification and Compensation Study, including: (1) position analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) position classification and job evaluation; (4) conducting salary survey; (5) compensation system/ structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and report; and (8) system implementation.	Raquel Kirchoff 320-485-2366 raquel.kirchoff@winsted.mn.us Personnel assigned to the project: Brandon M. Fitzsimmons Karina Patino

Additional Job Classification and Compensation Clients

Flaherty & Hood, P.A. has performed, or is currently performing Job Classification and Compensation Studies for the following public entities that included(s): (1) job analysis and review of job descriptions; (2) drafting of updated and new job descriptions; (3) job classification and job evaluation; (4) conducting salary and benefits survey; (5) compensation system/structure development; (6) compensation system testing for pay equity compliance; (7) preparation and presentation of final results and updated plans and policies; and (8) system implementation.:

- City of Blue Earth (pending)
- City of Dilworth
- City of International Falls (pending)
- City of Lewiston (pending)
- Minnesota Valley Transit Authority
- City of Park Rapids
- City of Princeton (pending)
- City of Pueblo (pending)
- St. Cloud Area Planning Organization
- Wash. Cnty. Dev't. Agency (pending)



Proposal for a Position Classification and Compensation Study for

City of Brainerd

501 Laurel Street
Brainerd, Minnesota 56401

Proposed By:

Leah Davis, CPA
Partner | Abdo
leah.davis@abdosolutions.com
Direct Line 507.524.2347

Mankato Office

100 Warren Street, Ste 600
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Appendix A – Hay Methodology Information

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Appendix C – Agreement for Services



Executive Summary



Kris Schubert, Human Resource Director
City of Brainerd
501 Laurel Street
Brainerd, Minnesota 56401

Dear Kris,

Thank you for the opportunity to submit this proposal to the City of Brainerd (the City) for partnering with your team on a Position Classification and Compensation Study. Based on our experience with the type of work outlined in the proposal, we're confident our experience and expertise will allow us to address your needs and goals and exceed your expectations.

Abdo's success has been driven by utilizing staff that is experienced and well trained in governmental planning, human resources, payroll, compensation systems, and operations. We understand that there are certain factors that are most important to the City in the selection of a consultant. Factors like our attention to detail, overall project approach, management plan and the quality of work and outcomes are just a few of the ways we set ourselves apart in our abilities and value to your City.

Our approach to this project is to engage with City staff to ensure we have an exceptional understanding of the project, each individual's role in the project, overall expectations and needs, as well as exceptions to standard operations. Throughout the project, there will be periodic meetings with City staff to share information, solicit input and provide updates. Based on our experience, we will structure each phase of the project to emphasize efficiencies and streamline processes. By spending time on the front-end evaluating positions, goals, objectives and needed deliverables, the end product for the City will be one that provides analysis and recommendations for a marketable, consistent, compliant, and forward-thinking compensation structure.

ABILITY TO SUCCESSFULLY COMPLETE ALL REQUIREMENTS - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential through open communications and teamwork. This means we will do the following for you:

- Present to you a clear project plan
- Use portal technology to share and collaborate documents
- Provide an environment that solicits and welcomes ideas and strategies from the City team
- Present recommendations in clear, concise and non-technical terms to all members of the City team
- Return phone calls and emails promptly

EXPERIENCE WITH SIMILAR PROJECTS - We believe our firm's broad experience and expertise in governmental planning, human resources, payroll, compensation systems, process and planning is greater than any other CPA or advisory firm in Minnesota, making Abdo uniquely qualified to provide you with the insights and recommendations that you expect.

UNDERSTANDING OF THE PROJECT AND ABILITY OF THE FIRM TO COMPLETE THE EXPECTED SCOPE OR WORK ON SCHEDULE AND WITHIN BUDGET - Abdo is committed to a team environment that gives us the ability to complete projects on time and on budget. We leverage our staff to ensure the work is being completed by the appropriate individuals and reviewed by a partner of Abdo. We understand the parameters and expectations of this project and will complete the expected scope of work on schedule and within budget.

ACCOMPLISHING PROJECT OBJECTIVES - Our approach to a project is heavily dependent on communication and technology. We believe that listening to your needs, concerns and challenges is of the utmost importance for a successful project. Our experience and knowledge of City government operations allows us to provide independent assessment and recommendations, lighting a clear path forward for City leadership. We use portal technology to securely share and collaborate on documents. This allows us to expedite our work, provide answers to staff questions quickly and communicate instantaneously with City staff.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo for your consideration.

Abdo

A handwritten signature in black ink, appearing to read "Leah Davis", written in a cursive style.

Leah Davis, CPA

Partner, Abdo

What Our Clients Say

CLIENT REFERENCES

We have long-term relationships with many of our clients. The local government clients listed below serve as a sample of references of those that we have successfully partnered with for position classification and compensation analysis engagements. Additional references are available upon request.

CITY OF FAIRMONT

Cathy Reynolds
City Administrator
100 Downtown Plaza
Fairmont, MN 56031
P 507-238-3936

2022 Engagement
Leah Davis, Project Leader

CITY OF HASTINGS

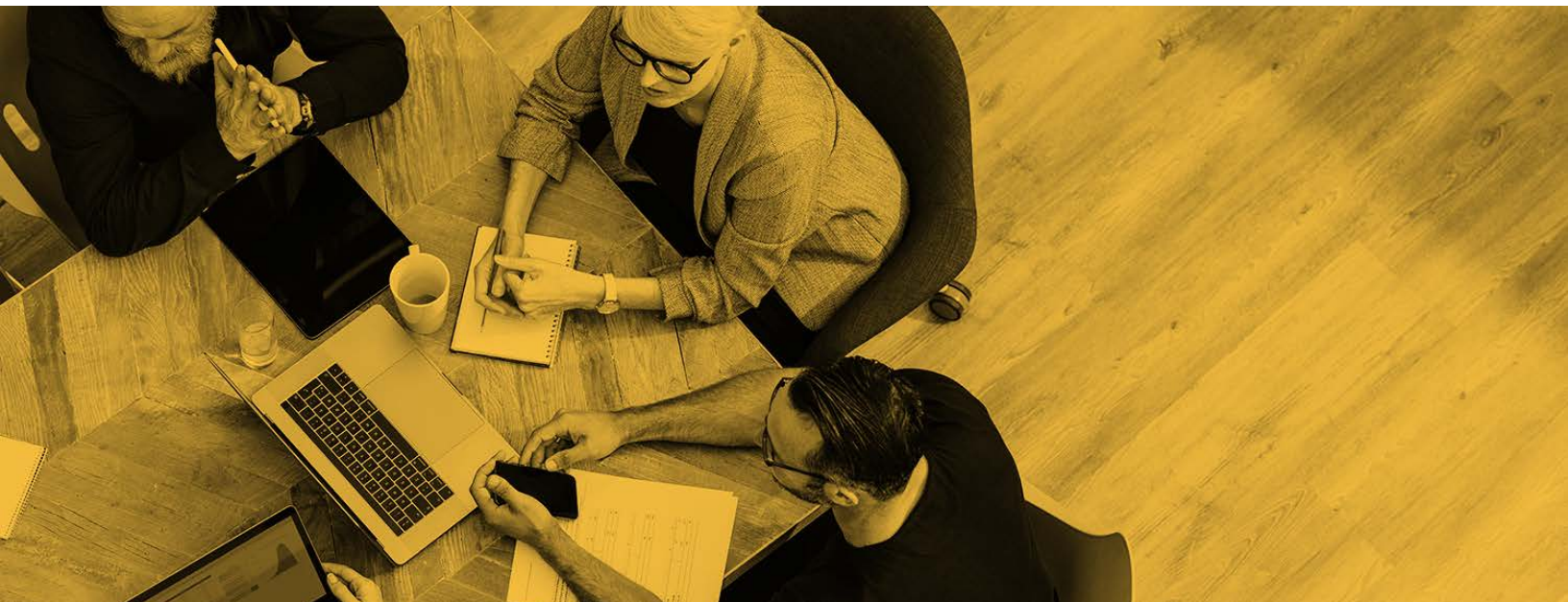
Kelly Murtaugh
Asst. City Admin/HR Director
101 4th Street East
Hastings, MN 55033
P 651-480-2355

2022 Engagement
Leah Davis, Project Leader

CITY OF BELLE PLAINE

Dawn Meyer
City Administrator
218 North Meridian St.
Belle Plaine, MN 56011
P 952-873-5553

2021/2022 Engagement
Leah Davis, Project Leader



Project Plan and Timeline

For most organizations it is very important to work with a firm that has a clear implementation process that will provide frequent and consistent progress updates. Abdo has included update meetings with the City Management team proposed in the project plan. These meetings will be designed to provide project updates, solicit comments, review progress, and address any challenges. Abdo utilizes resources available with our entire team to ensure projects are completed within the provided timelines.

PROJECT PHASE	TIMELINE
Introduction and Project Orientation The first step to this project is to review and analyze data provided by the City. This includes the existing job descriptions and current compensation model, and any other data the City has available. After this review, we will meet with the City Management team to discuss overall project expectations, outcomes, and timelines. We believe it is important to hold a kickoff meeting with the City Management team, either virtually or in-person, to discuss the project timelines and process as well as to identify City expectations, identify current compensation challenges, and define strategic project goals. This is also an opportunity for the City Management team to ask for clarification on the project and address any questions they may have.	DAY 1 – 15 <i>Depending on City Availability</i>
Comprehensive Job Description Review Beginning with the existing City job descriptions, we will engage with City staff to ensure that all position descriptions are current and accurately reflect current job duties, experience requirements, cognitive requirements and physical requirements for each position. All job descriptions will be reviewed for compliance with the Fair Labor Standards Act (FLSA) and the Americans with Disabilities Act (ADA/ADAA) and formatted to ensure consistency. Final drafts will be presented to City leadership for final review and approval.	DAY 16 - 45
Position Classification Evaluation Using the City's job descriptions and the Hay Method pointing methodology (see Appendix A for more information on the Hay Methodology), which we have utilized for over 10 years, and in collaboration with City leadership, we will evaluate and assign position point values for each City position and organize positions into hierarchical order, based on point assignment.	DAY 46 - 55
Labor Market Employers Criteria and Selection Our team will solicit input from City leadership to develop a list of comparable organizations, based on size, geography, and City services, to be used in the wage analysis. Compensation Analysis Abdo will complete a full wage/compensation market survey, utilizing the 2022 Minnesota Local Government Salary and Benefit Survey put out by the League of Minnesota Cities as well as direct wage data surveys and private sector compensation resources, where applicable. This analysis will include recommendations for maintaining marketable wage scales into future years as well as evaluating approaches to longevity recognition.	DAY 56 - 70

PROJECT PHASE	TIMELINE
Classification & Compensation System Development and Compliance Testing The overall structure of the compensation study and system structure will be reviewed and updated according to the compensation and performance management philosophies of the City and will include identification of current or potential pay compression, pay equity, and collective bargaining issues. Once the proposed structure is completed, all data will be tested for compliance with Federal and State regulations, including Minnesota Pay Equity reporting for all municipal entities.	DAY 71 – 90
Final Documents and System Presentation All documents will be reviewed with the City Management team in draft format before finalization and distribution. Final reporting will include comprehensive project findings, recommendations, description of overall methodology utilized in the project, data analysis, and estimated implementation costs and process. The City will be provided with all tools and resources to administer and maintain the proposed compensation model into the future. Once approved by the City Management team, report findings and recommendations will be presented, in person or virtually, to the City Council for review and discussion. Implementation and System Administration Training/Support Our team will develop and lead a customized compensation system implementation and maintenance program for leadership and staff. Training will include suggestions for appropriately awarding step increases and documented plan administration best practices.	DAY 91 – 120 <i>Depending on City Availability</i>
Develop Position Reclassification and Review Policy We will work with internal leadership to develop a formal position review and reclassification request policy to consistently evaluate future requests for position scoring or compensation changes. Post Contract Support Services On an as needed basis, Abdo will be available to review new or significantly altered job descriptions, including determination of points and salary ranges for the position, as well as provide documentation support for future pay equity reporting to the Minnesota Department of Management.	<i>Optional & as directed by the City</i>

Value

Abdo Contract Task	Total Costs Not to Exceed
Job Description Updates & Review – <i>assumes 75 individual positions</i>	\$ 5,200.00
Position Classification Evaluation – <i>assumes 75 individual positions</i>	9,600.00
Market Compensation Analysis - <i>assumes 75 individual positions</i>	5,800.00
Classification & Compensation System Development and Recommendations	4,000.00
Minnesota Pay Equity Testing – <i>current and proposed pay systems</i>	2,000.00
Final Documents & Report of Findings and Recommendations – <i>includes up to 2 report draft revisions, virtual meeting with City Leadership and in-person presentation to Council and related travel time/mileage</i>	8,300.00
TOTAL PROJECT INVESTMENT (Lump sum not to exceed)	<u>\$ 34,900.00</u>
OPTIONAL ADDITIONAL SERVICES:	
Annual Market Study Updates	\$ 5,800.00
Individual Position Reclassification/Scoring Updates	\$ 250.00/position
Develop Formal Position Reclassification and Review Policy	\$ 1,700.00

PAYMENT TERMS

Initial invoice will be sent within 10 days of the execution of this agreement.

Contract Execution	30% of Contract
Delivery of 1 st Draft Report	40% of Contract
Delivery of Final Report to Board	Remaining Balance

This quote is valid for ninety (90) days following the proposal submission deadline.

POST CONTRACT SUPPORT SERVICES OPTIONS

Annual Market Study Updates

In the future, should you wish to conduct annual updates of relevant position market data, Abdo provides options for clients to perform a full market wage analysis, provide recommendations for updates to your existing compensation structure to ensure ongoing alignment with your compensation philosophy, and provide a cost analysis of any suggested changes.

Individual Position Reclassification/Scoring

As you change or add new positions within your organization, Abdo is always available to assist with job description development and review, position reclassification and scoring, and to provide documentation support for future Minnesota pay equity reporting.

Formal Position Reclassification and Review Policy Development

Since positions change over time and employees may occasionally request classification/scoring reviews, make sure your City has a clear, consistent and manageable process and policy in place to handle changes and requests. Abdo will help you draft a customized policy to ensure that you’re proactively addressing and administering your position classification maintenance as you move forward.

Value

SERVICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. If you are not completely satisfied with the services performed by Abdo, we will, at your discretion, either refund the price or accept a portion of said price that reflects the level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

PRICE GUARANTEE

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for the unauthorized service. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.

Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your City may use, our team will continue to work through normal procedures, including regular meetings with you during the planning/fieldwork phase to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your City's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We also continually provide security awareness training to our staff members to ensure they are good digital stewards of your data.

IT ALSO MEANS:

- All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.
- All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.
- All data is backed up continually which means we always have an extra copy for safe-keeping.
- All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.



Value Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the services that we believe could be of great value to your organization. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

TECHNOLOGY & DATA SOLUTIONS

Empowering you with advanced data analytics & insights. Data is one of your organization's most powerful assets. Using it to your advantage, however, can be a challenge. Our Technology and Data Solutions are designed to give you the information you need—how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We help organizations with:

- Strategic data analytics
- Software solutions: evaluation, selection & implementation
- Financial reporting solutions
- Automation solutions

ACCOUNTING & FINANCIAL SERVICES OUTSOURCING

With a staff of experienced professionals, we develop and implement creative solutions for organizations of all shapes and sizes. We rely on a proven process to provide your organization with the very best quality and value in financial management solutions.

Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- CFO/Finance Director outsourcing

AUDIT & ASSURANCE

We specialize in simplifying the complex. Our audit professionals go beyond the required audit to make sure you have a clear understanding of your organization's financial information. We have a specialized team of nonprofit auditors that can perform your organization's financial statement audit along with the following additional audits:

- Employee Benefit Audits (401k, 403b, etc.)
- Single Audits
- Lawful Gambling Audits
- Extended Employment Audits
- Review and Compilation Services

PROCESS SOLUTIONS

“Because we’ve always done it way” is an easy trap to fall into. But this outdated processes or systems rarely get results. Instead, they often lead to redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles heel in a crisis. Our customized process improvement solutions will meet you where you are – and guide you to a better tomorrow.

Our Process Solutions Services Include:

- Process Mapping Documentation – *How do transactions and data flow through your organization?*
- Abdo ProEval – *Removing waste in your processes allows your team members to focus on what they were hired to do—and to spend more time on value-added initiatives.*
- Abdo ProEval - Kaizen – *Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared-down version of our ProEval service. Instead of a full operational review, we’ll focus on one aspect of your operations.*
- Software Inventory & Assessment – *Including recommendations for increasing efficiency and, if possible, reducing software-related costs.*

UNIFORM GUIDANCE CONSULTING

Is your organization in compliance with Uniform Guidance? Aligning the requirements of your organization’s grant agreement with Uniform Guidance regulations can be a challenge. We can help determine which regulations apply to your organization and how to best apply them. Our team will review your grants and provide valuable implementation guidance to ensure compliance.

A few key areas to consider:

- Cost allocation plans
- Procurement plans
- Indirect cost rates
- Allowable expenditures

FINANCIAL REPORTING STANDARDS CHANGES

We live in a world of constantly changing rules and standards when it comes to accounting and financial statement reporting. From one-on-one consulting to training for your entire financial team, we can help.

- Training on upcoming and current changes
- Liquidity footnote analysis
- Lease contract analysis
- Revenue recognition standards

FRAUD & FORENSIC SERVICES

Fraud can happen when you least expect it. Even a single instance of it can devastate your organization's accounting, not to mention its reputation. With Certified Fraud Examiners (CFEs) and forensic accounting experts on staff, we provide a broad slate of solutions to meet your unique needs—as well as those of your counsel and stakeholders. From conducting forensic data analyses of books and records to providing expert witness testimony, our seasoned professionals act swiftly and confidentially to help you maintain business as usual.

If you notice signs of fraudulent activity or unethical conduct involving management, employees, or a third party, it's critical to gather evidence before you plan your next step - we can help.

THIRD PARTY AUDIT PREP & RESPONSE

Need help getting ready for your audit? We can help. We are experienced in helping organizations get ready for their audit, whether a financial statement audit, IRS audit, or other regulatory audit.

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.



"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

— Steve McDonald, CPA | Managing Partner



At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together. Through our annual Affirmative Action reporting, we identify areas where improvement is needed and take steps to address these areas.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. In 2021, our Diversity, Equity, and Inclusion Committee looks forward to implementing a full scope of ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We have increased our number of women at the highest leadership level in recent years, with the last four additions to our partner group being female. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education and have required all employees to attend a series of monthly sessions provided by the Greater Mankato Diversity Council. A video training resource on the topic of empathy is also being developed for further employee education and awareness. Additional DEI initiatives are listed on the following page. Please let us know if you have any questions or concerns regarding our DEI activity or have additional ideas on how we can improve diversity, equity, and inclusion at Abdo.



57%

of our Employees
are Female

(industry average: 47%)



43%

of our Management Level
Employees are Female

(industry average: 23%)



26%

of our 2022 Interns
were people of color

[Source: AICPA 2019 Trends Report]



In 2020, the firm applied to be a co-sponsor for the **AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship**, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA as co-sponsors of the program. Earlier this year, we found out that we were one of 10 firms in the nation to be selected as a co-sponsor for 2022. As a co-sponsor, we will host an ethnic minority accounting student to work alongside our CPAs and advisors during the 2022 internship season.



We are committed to the continued support and advancement of women in our firm and in our communities and one of the ways we do this is through partnership with YWCA Mankato, an organization that is continually empowering women in our communities to enhance their individual strengths and build leadership skills. In 2020, we were proud to be a sponsor of the **Elizabeth Kearney Women's Leadership Program** and we continue to be an annual attendee of the Women's Leadership Conference – which was held virtually last year with great success!



For years, Minnesota State University, Mankato has been the primary university we recruit from for our summer program participants and interns. Recently, we met with the leaders of the newly formed **National Association of Black Accountants chapter at Minnesota State University, Mankato** and elected to be a sponsor for the 2021-2022 academic year. We believe this partnership is a starting point towards increasing the diversity of our future summer program participants and interns.



In 2021, we celebrated International Women's Day with the Edina Chamber of Commerce as the sponsor of the Healing & Moving Forward Together webinar - part of their **Women Inspiring Leadership & Learning (W.I.L.L.)** series. Attendees heard from Jasmine Stringer - speaker, lifestyle expert, and author - as she guided us through how to communicate, be a better ally, and become connected, informed and engaged in support of our colleagues of color within the workplace and the community.



Appendix A

HAY METHODOLOGY INFORMATION

Hay Methodology Information

As part of our position analysis and classification, positions will be scored using a plan adapted from the Hay Method. The model assigned each position a score in the following categories (adapted from the State of Minnesota 2009 Hay Manual): Know-How, Problem Solving, Accountability, and Special Conditions. The following information provides a summary of factors and considerations used to apply this classification method.

Know-How represents the knowledge, skills and abilities an employee needs to be successful in a particular job. The Hay evaluation method places the greatest emphasis on Know-How. Know-How is defined as an expert skill, information or body of knowledge that imparts an ability to cause a desired result. The Know-How category is the most heavily weighted category. If a position is more easily learned, the position will point toward the lower end of the scale.

Know-How category is further divided into three parts: Depth and Breadth of Job-Specific Knowledge (aka Technical and Specialized Know-How and Job-Specific Knowledge); Integrating Know-How (aka Managerial Breadth or Know-How); and Human Relation Skills (aka Human Relations Know-How). A number is assigned for total Know-How points by making several separate choices for each of the three elements described and an overall assessment.

Job-Specific Knowledge includes the position's requirements for knowledge and skills related to practices, procedures, specialized techniques and professional disciplines. It also includes basic and job-specific supervisory and managerial KSAs, when appropriate. This aspect of Know-How does not make distinctions among differently-sized managerial jobs nor does it include human relation skills. It is important to remember that this element measures the requirements of the position, not the qualifications of an incumbent.

Integrating Know-How considers the need to integrate and manage progressively more diverse functions and is used to rank managerial breadth and scope, from similar to very different functions. When required, basic and job-specific supervisory and managerial knowledge, skills and abilities are included in the Job-Specific part of a Know-How rating. The overall size of an organization directly influences the number of managerial breadth categories, because the organizational size often reflects requirements for increased managerial complexity and diversity.

Human Relation Skills is the third element of a job's Know-How rating. It is the active, practicing interpersonal skills typically required for productive working relationships to work with, or through, others inside and/or outside of the organization to get work accomplished. It assumes that each job requires a foundation of basic human relations skills. To be effective, an employee must typically be proficient at the highest level of Human Relations Skill regularly required for the position.

Problem Solving is the process of working through details of a problem to reach a solution. Problem solving may include mathematical or systematic operations and can be a gauge of an individual's critical thinking skills. Problem Solving measures the intensity of the mental process that uses Know-How to: (1) identify, (2) define, and (3) resolve problems. It is a percentage of Know-How, reflecting the fact that "you think with what you know." This is true of even the most creative work. Ideas are put together from something already there. The raw material of any thinking is knowledge of facts, principles and means.

Problem Solving – continued

Context includes the influences or environment that limit or guide decision-making such as rules, instructions, procedures, standards, policies, principles from fields of science and academic disciplines. Positions are guided by organizational, departmental or functional goals, policies, objectives and practices circumscribed by procedures and instructions. In general, policies describe the "what" of a subject matter, procedures detail the steps needed to follow through on a policy (i.e., how, where, when, by whom) and instructions outline the specific aspects of how to perform the tasks, such as the operation of a machine or how to select the appropriate letters to use in particular situations.

Thinking Challenge includes the nature of the problems encountered and the mental processes used to resolve the problems. The scale ranges from simple problems to very complex issues, with the premise that simple issues recur regularly in the same form and after a while are resolved by rote or instinct, but very difficult issues require substantial thinking and deliberation. The types of situations encountered and the processes involved in identifying, defining or resolving related problems are considered. Thinking Challenge reflects the degree of difficulty in finding improvements and adapting to changes.

Accountability does not mean being responsible for getting one's own work done. Rather, it reflects responsibility for actions and their consequences and the measured effect of the job on end results for the organization. Accountability includes three factors: Freedom to Act/Empowerment, Magnitude, and Job Impact.

Freedom to Act/Empowerment involves the degree of personal or procedural control or guidance exercised over the position. For example, what constraints are put on an employee in this job? How closely supervised is the position? What kinds of decisions are made higher up in the organization?

Magnitude is the portion of the total organization encompassed by the position's primary purpose. It's most typically indicated by the general dollar size of the area(s) most directly affected by the job, i.e., the resources over which the position has control or influence. A variety of factors are considered such as size of budget the employee is responsible for, what degree of influence is held and is this person a decision maker.

Job Impact is considered to be indirect (indirect or contributory) or direct and measurable (shared or primary). It involves the way in which the position's actions affect end results in the agency. For example, how does the employee influence the business - directly or indirectly? Does the employee provide advisory or interpretive services for others to use in making decisions? Is the job an information-recording one? Does it provide a necessary service with a relatively small effect on the business of the agency? "Contributory" and "primary" are, by far, the most frequently used options."

Special Conditions consider the physical effort, environmental conditions, hazard exposure, and sensory attention demands that an employee is commonly subject to in the position. For example, two positions may be assigned identical points in all other areas but the position that is regularly required to work in extreme outdoor conditions (i.e. heat or extreme cold) would receive additional points for these factors.

Appendix B

ABDO WORKFORCE SOLUTIONS TEAM



TEAM MEMBER BIO:

Leah Davis

CPA

Partner, Abdo HR and Payroll Services
leah.davis@abdosolutions.com
Direct Line 507.524.2347

Leah joined the firm as President of Abdo Workforce Solutions in 2016 and spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

EDUCATION & CONTINUING DEVELOPMENT

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants (MNCPA)
- Society for Human Resource Management (SHRM)

QUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations

Mankato Office

100 Warren Street, Ste 600
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F 507.388.9139

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090
F 952.835.3261



TEAM MEMBER BIO:

Michael Mooney

PHR

Senior Associate
michael.mooney@abdosolutions.com
Direct Line 952.715.3043

Michael joined the Firm as part of Abdo Workforce Solutions in 2022. He brings over 5 years of experience working closely with business leaders, managers, and employees in a wide variety of HR Functions. He is passionate about utilizing HR technology and data to support growing businesses.

EDUCATION

- North Dakota State University
- BS in Management with HR Emphasis

PROFESSIONAL MEMBERSHIPS

- Society for Human Resource Management

QUALIFICATIONS

- Human Resources management & process development
- HRIS implementation, system utilization, and process improvement
- Compensation and benefits plan design and management
- Manager coaching
- Full cycle recruiting and interview training
- Certified DiSC Workplace Profile facilitator
- Employee engagement, development, performance management and retention
- Experience in banking and multi-family housing industries

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TEAM MEMBER BIO:

Brittany Bauer

Senior HR Associate
brittany.bauer@abdosolutions.com
Direct Line 507.304.6836

Brittany Bauer joined Abdo Workforce Solutions in 2017 as a Human Resources Specialist after spending many years in the staffing and recruiting industry as well as providing HR, payroll, and operational support for an agribusiness software development company. Brittany has over 10 years of both HR and payroll experience working with clients from a broad range of industries including agriculture, non-profit and government. She has a passion for leveraging technology to streamline processes, manage compliance, and improve the overall employee experience.

Brittany enjoys spending time with her family and friends, camping, visiting State parks and listening to music. She also enjoys watching Twins baseball with her husband. Brittany has two busy children and resides in Southern MN.

EDUCATION & CONTINUING DEVELOPMENT

- Greater Mankato Growth Young Professionals
- Southern Minnesota Human Resource Association (SMAHRA)

QUALIFICATIONS

- Payroll processing and compliance, HRIS/payroll software implementation support, maximizing HRIS/payroll system utilization, timeclock, HR, and payroll database integrations
- HR and payroll process review, improvement, and training
- Development of effective recruiting, hiring, employee onboarding, engagement and retention programs and policies
- HR/payroll compliance, employee management and communication, unemployment claim management, and employee off-boarding support
- Worker's compensation administration, including Carrier Communications, employee claim management, OSHA reporting/filing, and annual policy audit reporting
- Employee benefits administration, including plan compliance, COBRA, benefit program analysis, employee enrollment/terminations, and plan renewals

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Appendix C

Agreement for Services

Agreement for Services

THIS AGREEMENT, is made and entered into on September 27, 2022, by and between City of Brainerd, Minnesota (hereinafter referred to as the "Client"), and Abdo LLP (hereinafter referred to as "Abdo" or the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;
3. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
4. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until the completion of the consulting engagement unless earlier terminated as provided in Subsections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate upon ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

ARTICLE III--CONTINUED

DURATION OF THE AGREEMENT--CONTINUED

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of the term of this Agreement, the Client may provide written notice of its intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on the one year anniversary date, or the completion of the consulting engagement, whichever is longer.

ARTICLE V

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement conditioned upon Client's payment of all fees and expenses due to Contractor pursuant to this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE V--CONTINUED

GENERAL--CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate human resources recommendations and information that allows the Client the ability to make final human resources decisions. Contractor will provide final human resources recommendations, but Contractor is not responsible for the final decisions made regarding human resources matters and Client shall indemnify and hold Contractor harmless from the same.

Section 8 Client Employment of Contractor's Employees; Should the Client desire to employ the Contractor's employee that is assigned to the Client during the term of this Agreement, it must have the written consent of the Contractor to enter into a Client employee contract with the Contractor's employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 50% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this Agreement and for a period of six (6) months thereafter.

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Section 10 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

LIMITATION OF LIABILITY

Section 1 Disputes: If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

ARTICLE V--CONTINUED

LIMITATION OF LIABILITY--CONTINUED

Section 2 Limitation of Liability: Abdo' entire liability, and the Client's exclusive remedy, for Abdo' performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. Abdo WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF Abdo' FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Brainerd

501 Laurel Street
Brainerd, MN 56401

Name _____

Title _____

Date _____

Abdo LLP

100 Warren Street, Suite 600
Mankato, Minnesota 56001



Name _____

Title _____ Partner _____

Date _____ September 27, 2022 _____



BRAINERD
MINNESOTA
A City for All Seasons

Classification and Compensation Study City of Brainerd, Minnesota

Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
(443) 336-4272

September 23, 2022

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Sir or Madam,

Paypoint HR, LLC is pleased to present our response to the City of Brainerd's RFP for a comprehensive Classification and Compensation Study. Paypoint HR has the staff and experience to serve the City and to fulfill all requirements in the RFP within the time period specified. We will conduct the prescribed internal and external compensation study, wage and benefit, and communicate the findings and our recommendations to all stakeholders. Excellence, fairness, clarity, and transparency will be the guiding principles we will utilize in this endeavor.

As an authorized signatory and project manager, Mrs. Karin Campbell will serve as the primary contact by and between Paypoint HR and your office. Mrs. Campbell's contact information is as follows:

Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP
Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
E-Mail: Karin@PaypointHR.com
Telephone number: (443) 336-4272

If you have any questions, please feel free to contact us. Our response to this RFP is valid and binding for a period of ninety (90) days from the date and time of the bid opening. We look forward to working with the City on this important project.

Sincerely,



Karin VM Campbell

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Consultant Information

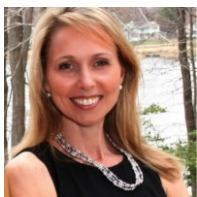
Paypoint HR's personnel bring several decades of experience of providing total compensation solutions to the public sector. In our response to the Statement of Work, we explain in detail our business history, people, and processes to show the level of resources we bring to the city. Paypoint HR has staff ready to be deployed for this project and has the resources to confidently provide the city with exceptional service.

We are members of WorlDatWork and the Society for Human Resource Management. Our personnel keep abreast of new and emerging trends through continuing education in their respective fields and collaborate on each project to bring best practices to our recommendations. Our personnel are well respected and have served as speakers for industry associations, financial organizations, universities, and more. Our personnel are also members of industry organizations and serve on the Board for several groups. Typical studies incorporate a custom external market survey. We also have industry data readily available for use in our assessments. Information we have access to include the most recent survey reports conducted by industry associations, updates to regulations on a federal and state level, as well as latest trends and best practices. We anticipate the client's input on specific survey sources it would like us to use. We feel our expertise, processes, people, survey data library, and proprietary software distinguish Paypoint HR from other contractors and will help the client reach its project goals.

Our current workload allows us to commit the necessary staff members to the successful completion of the project. We welcome the active participation of the project team throughout the entire study but understand that they will be engaged with other priorities as well. Paypoint HR expects support from the client in communication with key staff, setting up meetings, providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Project Managers

Paypoint HR has the following senior staff ready to be deployed for this project and has the resources to confidently provide the city with exceptional service. They are listed below:



Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP

Master of Business Administration, University of Texas
Bachelor of Science in Business Marketing, University of Maryland

Mrs. Karin Campbell has led Human Resource initiatives for more than 20 years. She has helped over 700+ employers and 15,000 employees with the development and delivery of customized HR solutions for employee management programs; conducting labor cost analysis of employee administration, benefits, retirement, workers' compensation, federal, state, and local taxes; budgeting for human capital including

recruiting, onboarding, benefits, risk management, training, and compliance; and planning, design, and implementation of payroll administration; health, dental, vision, life, and AD&D insurance; and pension, as well as ancillary benefits within a limited timeframe to large workforces.

She has consulted with clients and their employees on complicated employment topics. Her responsibilities also include development and maintenance of compliance and risk management programs. She has taught OSHA compliance as an adjunct professor. Currently she holds SPHR, SHRM-SCP, and IPMA-SCP designations and serves on the Board for the ASHRM chapter. Karin has a strong understanding of current trends in the benefits industry. Karin worked from 1995-2002 for HRLogic, Inc., a wholly owned subsidiary of Fidelity Investments. Most recently Karin owned her own HR firm, Alpine HR, from 2003 until 2012, when she sold her business. In 2013, Karin along with her husband, Rick, formed Paypoint HR, an HR consulting firm which specializes in employee compensation for both private and public-sector concerns.

Karin's expertise has been utilized in studies that involve:

- Employee Outreach – She has developed time tested approaches to gaining employee buy in through effective communication and involvement of staff at all levels. She has created formats for briefing sessions, and orientations that follow accepted industry protocol and considers both the qualitative and quantitative aspects of data collection. Her approach has allowed for better understanding of the nuances within organizations and uses it to formulate recommendations and overcome obstacles that positively impact acceptance.
- Policy Design and Implementation – She has created a process methodology for implementation of classification and compensation recommendations. The flow of the process lends itself to clear transfer of administration and maintenance from plan adoption through to long-term application.
- Communication Plans – She has led successful projects by creating communication plans with the input of each client to recognize project milestones and progress. She has created relationship reporting to ensure projects are completed on time and within budget.
- Business Strategy – She analyzes the strengths, weaknesses, opportunities, and threats faced by each client and the community they serve to incorporate resources into the final recommendations that maximize return. She has helped clients face challenges in gaining the financial commitment necessary to adopt and implement recommendations.



Dr. Rick Campbell

Ph.D. in Engineering Science and Mechanics, Penn State University
Bachelor of Science in Applied Mathematics, University of Virginia
Certified Compensation Professional (CCP), WorldatWork

Dr. Rick Campbell's extensive education and experience in the field of mathematics has enabled him to understand highly technical issues. Because he has managed both internal and external clients, he has developed the ability to take the most advanced problems and convert them into easily understood terms and processes. He has applied this experience to the field of compensation and classification for the past 10 years.

He has worked for NASA GSFC, GE Aircraft, and Lockheed Martin Space Systems among others. His roles included Team Lead, Project Manager and Principal Engineer.

Dr. Campbell holds 7 U.S. and international patents for his creative ideas on product and process improvement. Rick has experience with Lean Six Sigma for both service organizations and manufacturing organizations. He brings his unique skills to Paypoint HR to improve the accuracy of our research findings and recommendations.

Rick's knowledge heavily influences the following areas of the study:

- Performance Based Pay – He has built pay plans that incorporate performance metrics and translates them into fair pay based on relevant goals. His plans maintain objectivity and are multifaceted. He has established performance review processes and standards for merit-based compensation pay. He has converted organizations to pay-for-performance that desired merit-pay programs and were limited by existing policy and structures.
- Big Data and Research Analytics – He has worked on projects that have required large data sets and has created the format to collect and manage the data that maintains integrity and validity. He has engineered programs that are user friendly yet robust in their functionality and interpolates data into meaningful information to a granular level.
- Trends analysis – He has reviewed and analyzed data that look for patterns and correlation to determine if they are valid indicators for comparison. He has looked at causality and correlation links to consider potential for predictability.
- Study Validity – He has determined appropriate metrics for comparison in the selection of comparator organizations and benchmark positions to ensure relevancy of findings.
- Financial Impact – He has applied both short-term and long-term implications of recommendations for clients to assist in the ability to project necessary funding and revenue sources.

Statement of Methods and Procedures

Assessment of Needs

Paypoint HR has done a preliminary review of possible hurdles specific to the city of Brainerd's ability to attract, motivate, and retain employees. Furthermore, our project history has familiarized us with projects similar in size, scope, and services. You can feel confident our approach is time tested.

Our understanding of the project is that Brainerd is a full-service city that provides both its residents and tourists with a full range of municipal services including but not limited to police, fire, community development, and parks and recreation. The city desires to update their current compensation plan in order to keep up with current compensation practices. The purpose is to attract and retain a high performing and engaged workforce that will continue providing excellent service to those who live in the city.

Possible Challenges

Paypoint HR found the following issues as possible sources of challenges:

- Increase in community demands and expectations for service offerings paired with limited resources to quickly adapt,
- Difficulty recruiting qualified individuals for certain positions,
- Job roles have changed due to changing technology, increased regulations, etc.,
- Increasing cost of employee benefits,
- Pay compression, external inequity, and perception of internal inequities, and
- A highly competitive labor market with other public and private employers in the region competing for the same labor force.

These obstacles are independently problematic and collectively require a change from a tactical management style to a strategic management philosophy. We believe developing a long-term strategy for recruiting and retaining employees is the true intent of this RFP. Paypoint HR understands we will be working with an appointed team leader, key leadership staff, and stakeholders (Project Team) to validate the scope of services, methodology, timelines, and other deliverables. We anticipate several virtual meetings, but we remain flexible to meet your needs. We are planning that meetings will be used to kick-off the project, employee briefing sessions, and presentation of the findings of the study.

Methodology

Our methodology is comprehensive and encompasses all of the requirements specified in the RFP. Phase 1 focuses on the Classification/Internal Components. Phase 2 focuses on the Compensation/External Component. The standard methodology we will use to conduct both phases of the study is laid out in the flowchart and delineated below.

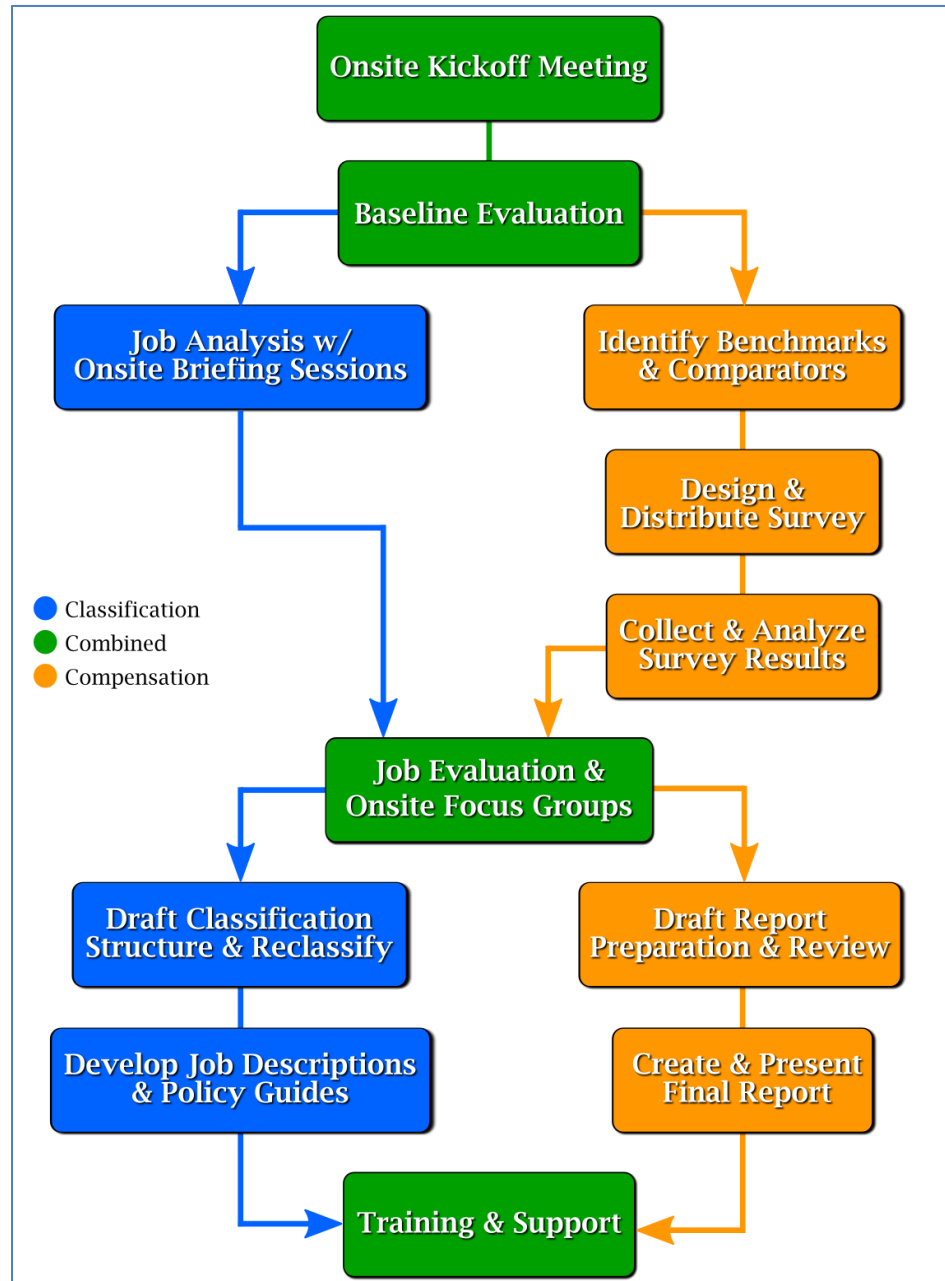


Figure 1 - Process Flow Chart

Paypoint HR plans to conduct the internal equity portion of the study prior to the external portion of the study though some activities will be conducted simultaneously. The reasons for this include:

- Job titles and job descriptions are, in the minds of the employees and their supervisors, inextricably associated with the “worth of the work” or pay. Compensation is often a highly emotional issue. By separating the two phases of the study, even though elements of the phases may be conducted concurrently, it gives us two separate yardsticks of measure.
- The compensation review will be completed when there is a full understanding of the scope of work, thereby ensuring that the data developed from the labor market and client’s classifications are correct.

Paypoint HR uses an expectation of excellence philosophy when approaching our projects. Based on the size and scope of each project, we determine the most effective utilization of resources and build our project team. We use secure, effective communication tools to safely and transparently share information. This approach tends to take a people-centric perspective, implementing short phases or steps that rely on ongoing feedback. This continuously reshapes and refines the project path. The methodology has proven successful over time and frees teams from using a cookie cutter approach to designing a custom work product. As a consequence, we are able to offer faster turnaround and the dynamic ability to quickly adapt to changes.

Phase 1 – Classification/Competencies Component

- A. Project Start and Initial Meetings
- B. Baseline Data Collection and Initial Analysis
- C. Job Analysis Collection and Completion & Focus Groups
- D. Job Evaluation and Classification Development
- E. Draft Job Descriptions and Policy Guides
- F. Develop Guide for Implementation of Changes and Draft Interim Report

Phase 2 – Compensation Component

- A. Identify Benchmark Positions and External Survey Comparator List
- B. Design and Distribute Survey
- C. Collect and Analyze Survey Data
- D. Internal Relationship Analysis and Alignment
- E. Preparation of Draft Report
- F. Deliver Final Report and Deliverables for Implementation

We will look at both qualitative data and quantitative data throughout both the classification and compensation portions study. The purpose of statistical data allows us to capture a snapshot of the existing plan and create baselines on the existing plan. This gives us a starting point to uncover areas of possible review and revision recommendations.

Phase 1 Classification/Competencies Component

This phase of the assignment will result in the study of all classes that includes the comparison of classes within series and to other occupational levels within the organization. Study tasks include: project initiation and orientation, employee orientations, creation of custom survey websites for employees and managers, completion of Position Vantage Point by employees, desk audits by managers and/or Human Resources, and interviews with employees/focus groups. The cumulative information gathered will culminate in the preparation of revised or new class specifications, and a review process for all employees included in the scope of the study.

Task 1A – Project Start

The project initiation phase encompasses all the steps required to initiate the project. This task includes the following activities:

Kick-Off Activities

- Request pertinent materials prior to the project initiation meeting so that Paypoint HR has an understanding of the scope of the study, an understanding of the client's current classifications, and is prepared to seek further relevant information during the initial meetings.
- Obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses. Identify current incumbents and gather any other documentation to gain better understanding of the client's operations.
- Meet Human Resources Director to discuss project context and methodology, determine reporting relationships, and clarify project understanding and Milestones to create the Communication Plan.
- Reach an agreement on a schedule for the project including all assignments and project milestones/deliverables and deadlines for completion of the assignment.
- Establish an agreeable communication schedule while identifying potential challenges and opportunities for the study.
- Schedule employee Kick-Off briefing sessions.
- Create an Executive Announcement Letter for distribution to staff.
- Initial review of relevant materials, including: (a) any previous projects, research, evaluations, or other studies that may be helpful to this project; (b) organizational charts for departments and divisions along with related job descriptions; (c) current position and classification descriptions, salary schedules, salary ranges, pay scales, payroll reports, and classification systems; (d) strategic business plans and budgets; (e) personnel policies and procedures; and (f) evaluation criteria.
- Discuss the Client's strategic direction and the short-term and long-term priorities.
- Review any data provided by the Client that may provide additional relevant insight.
- Review internal career ladders in order to identify needs, make recommendations, and keep positions competitive in the market.
- Maintain open lines of communication.

EXECUTIVE LETTER OF ANNOUNCEMENT Dear Staff, We are pleased to announce our new organizational chart and external competitive plans. The overarching theme is to create a structure appropriate for the work we are doing. After a thorough review of our current resources firm to prepare a compensation plan for the future. The well-respected firm has identified the following objectives: • Review of existing compensation • Conduct a salary survey • Conduct a salary analysis • Recommend a compensation plan Briefings Paypoint HR, LLC will be conducting briefings. Participation is required for all employees. The briefings will cover the following questions, and overall objectives. After the briefings, Paypoint HR will be conducting a Position Vantage Point survey. This survey will determine to-day job functions. It will also determine so that there is a clear understanding of the current system.	
DATA REQUEST LETTER Attention: Human Resources Director Subject: Request for Information Paypoint HR is looking forward to working with you on this important project. In order to get started, we will need some background information from you. Below is a list of the data you will need to generate and send to us in order to get the study underway: • Organizational Chart including employee names or employee ID in their respective positions • Job descriptions • List of benefits- PTO, health, dental, vision, pension, wellness, etc. • Copy of current pay: - o Most recent programs, policies and philosophy (manuals, agreements, handbooks, collective bargaining agreements, etc.) - o Systems and structure (position classifications, pay grades, pay bands, salary steps) - o Administrative policies and procedures - o Payroll report registers (last 2 pays) - o Performance pay policies and budget - o Performance evaluation tools (completed questionnaires, desk audits) - o Current/desired market position - o List of competitors for labor - o History - when was current plan established, what changes have taken place and why - o Financial data- revenues, budget, annual reports long-term and short-term strategic plans, mission, vision, values, and other relevant material	

Figure 2 - Sample Letter Templates

Task 1B – Baseline Evaluation

Paypoint HR will incorporate the accumulated knowledge and understanding of the project gathered at this point into a main client file. Data will be collected throughout the project and will be housed in this central location. The Baseline Evaluation Task evaluates the current system as outlined and includes the following activities:

- Conduct a comprehensive preliminary evaluation of the client's existing position review process. Conduct any necessary question and answer sessions. Develop an accurate database of client's employees for study and review data as well as career ladders. Understand the client's approach to compensation and overall philosophy on attracting and retaining competent staff.
- Review the existing pay structure and processes to look for potential problems to be resolved. Determine the strengths and weaknesses of the current pay plan(s).
- Complete an assessment of the current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

- Conduct a thorough review of all background materials related to the client's classification system. Review information from the department head as well as incumbents. Conduct interviews as appropriate.
- Document accepted compensation and classification philosophy and budgets based on input from the Study Project Leaders and other key staff.
- Gain understanding of employee recruiting and retention processes to uncover challenges in the local labor market and provide guidance on market positioning strategies.
- Once a baseline is determined, establish the client's current position as compared to the local market using sources of data preferred by the client as well as Paypoint HR's resource library for consideration.
- Look at goals for recruiting and retention with regards to sustainable budget amounts that will support recommendations on market position strategy.
- Consider both current and anticipated information technology programs, software and staffing levels to support, implement, administer, and maintain the recommendations given to the client by Paypoint HR.

Current Grade	#	# near Min	% near Min	# near Max	% near Max
9	7	5	71%	1	14%
10	2	1	50%	0	0%
11	8	5	63%	0	0%
12	13	5	38%	2	15%
13	8	2	25%	1	13%
14	7	1	14%	3	43%
15	8	3	38%	0	0%
16	15	2	13%	2	13%
17	5	2	40%	0	0%
18	8	0	0%	4	50%

Figure 3 – Sample Baseline Evaluation

Task 1C – Job Analysis Collection and Completion

The job analysis portion of the study includes employee outreach. We find that by having employee involvement, your staff will feel more valued. By gaining insight from employees about their position and the overall pay structure, in their own words, the study deliverables will be more relevant and as a result, employees will be more inclined to accept recommendations.

During this stage in the process, the following milestones will be met:

- Conduct employee briefing sessions to review the role of employees, the role of supervisors, the scope of work to be covered by the study and to explain how to complete the job analysis questionnaire (Position Vantage Point, or PVP.) It is communicated to employees that this process is not a performance review, but rather an identification of what should be required for new employees.
- Employees will be given a period of time to complete the PVP, usually 10 – 14 days. Employees are encouraged to retain a copy of their responses for their records.
- Completed surveys are given to department heads for their review and input. Front line supervisors often work in collaboration with department heads during this process. Typically, this process takes 7 – 10 days.
- Department heads turn in the reviewed PVPs to Human Resources for any further input with the final product then provided to Paypoint HR for analysis.

Task 1D – Job Evaluation and Classification Development

Task 1D of the project acknowledges the job analysis information and supporting material. The city may have Paypoint HR utilize an existing classification method or choose to utilize Paypoint HR's Compensable Factor System (CFS). Once the job analysis PVP is distributed, Paypoint HR will:

- Facilitate collection of job descriptions, desk audits, and supporting materials from the Study Project Leaders or designated Human Resource department contact. The job descriptions, audits, and supporting reports will be reviewed and analyzed in detail along with other documentation to obtain an understanding of the duties and responsibilities assigned to each position.
- Identify the classification of existing positions utilizing the existing job evaluation system, review jobs, and characterize the internal equity relationships within the organization.
- Review all class specifications with the Study Project Leaders. Review each classification and score the classification using a point factor system or the system that the client has in place. Include an evaluation of results.
- Develop preliminary recommendations for the classification structure. The classification system designed at this point will be based solely on internal equity relationships and will be guided by scores for each classification. Essentially, a structure of classifications will be reviewed and classifications with similar scoring would be grouped into pay grades. The final decision on the minimums and maximums of the pay grades will be determined after the market data has been collected.

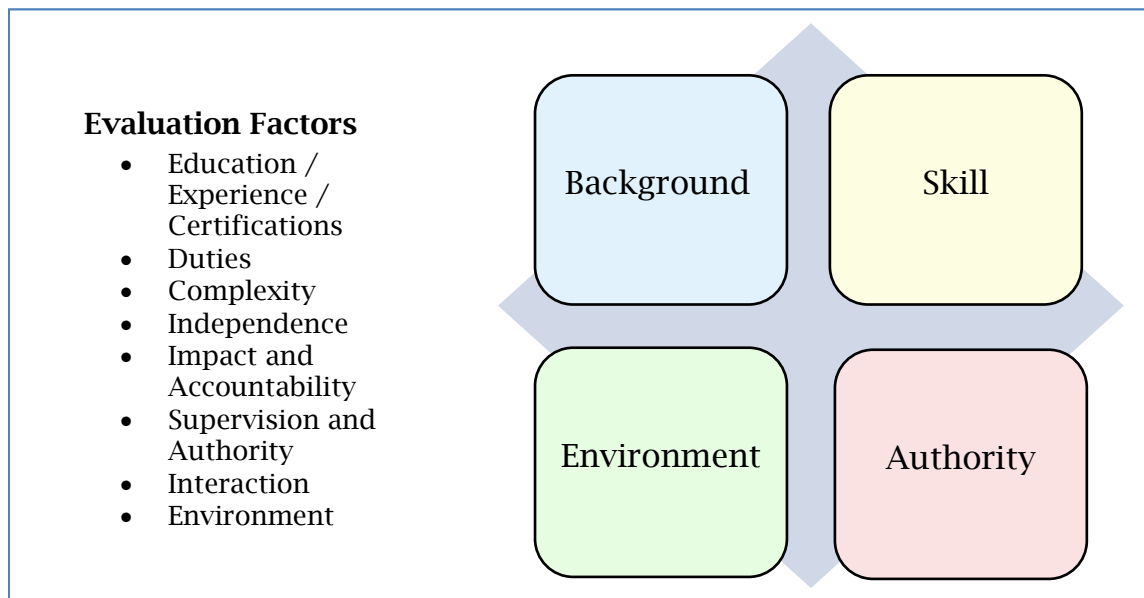


Figure 4 - Position Evaluation Factors (Example)

Prior to developing detailed class descriptions, our job evaluation will result in a classification plan concept and employee allocation discussion with the Project Team. We recognize the city will have its own factors to determine hierarchy. We will compare changes in business needs and operations, as well as any reorganization, with the established classification system and job families, as well as review internal relationships between classifications.

Our job evaluation method involves a quantitative approach. The whole position classification methodology examines your current evaluation criteria and augments it with other factors as needed. Our analysis will include our assessment methodology. We will list broad class concepts and highlight where significant changes may be recommended, such as, expanding or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. We will review and analyze current classification series, the number of classifications and classification levels, and job families. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of our recommendations (reclassification upgrade or downgrade, title change, or no change). After we have completed this process, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Leaders.

After preliminary approval of the class concepts and allocation lists, recommendations for new and/or updated class descriptions will be developed for each proposed classification following the format approved by the client.

From the review of the PVPs, desk audit reports and any interviews, we will update duties, responsibilities, and minimum qualifications of each class specification, as necessary, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly. We will recommend new classification/class levels and/or operational changes, business needs, and any reorganizations that require new classifications. Analysis of FLSA, EEO, and ADA requirements will also be analyzed for compliance.

Index of Current to Recommend Job Classes

Current Job Class	New Job Class	Trans Code
Superintendent of Printing	Printing Supervisor	T
Support Services Project Manager	Delete	D
Survey Party Chief	Survey Party Chief	N
Surveyor I	Surveyor	M,D
Surveyor II	Surveyor	S,N
	Utility Locator	J
Switchboard Operator	Clerical Assistant	M,D
Systems Analyst	Systems Analyst	N
Transaction Codes		
M – Merge into Other Class	S – Split into Two or More Classes	
T – Title Modification	N – No Change	
D – Delete Class Title	J – New Job Class	

Figure 5 - Sample Index of Current to Recommended Classes

The Index of Current to Recommended Job Classes is an alphabetical listing of all job classes currently used by the client and the recommended disposition of each of those job classes and titles. Current data is from the payroll, class specifications, and/or job descriptions, classification plan, and PVPs. New data includes job class title and transaction codes.

Task 1E – Draft of Job Descriptions and Policy Guides

Task E of the project will draft a job class classification and allow for review by the city. This task includes the following activities, principally for new job titles and those that have substantially changed, namely:

- A draft copy of the revised/new class description with an allocation recommendation will be submitted to the Project Leaders.
- Department Heads and managers will receive a copy of their employees' draft job descriptions and will be asked to review their comments and feedback to verify and concur with the information provided.
- Subsequently each manager, supervisor, and employee will be given an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications.
- Our experience has been that this is one of the most critical phases of the project (but also one of the most time-consuming).
- Our proactive and effective communication process at this crossroad has always avoided formal appeals, adversarial meetings, or major conflicts after the study.
- Paypoint HR will provide a format for the client to show each employee whose position was studied, and how their position is being affected.
- The form will have two options for the employee's signature: one line is reserved for employees who have read and agree with their draft job description; the other line is reserved for employees who have read the draft class description and disagree with certain parts, want to make changes, want to add or delete information, or have general questions about the description and/or the process.

Task 1F – Develop Guide for Implementation of Changes and Draft Interim Report

A Draft Interim Report of the Classification Study will be completed and submitted to the client for review and comment. The report will contain:

- A recommended classification plan;
- A classification implementation and maintenance manual, including documentation regarding study goals and objectives, classification methodology, approach, and process, as well as analysis and resulting recommendations;
- The recommended allocation list, and classification title changes; and
- Classification concepts and guidelines, as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the pay plan.

Once we have received the city's comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed that is compliant with State and Federal Regulations.

Phase 2 Compensation Component

This Section of the study will result in the development of labor market survey parameters and the collection and evaluation of labor market survey data. The findings from the compensation component will be reviewed and analyzed to look for areas of possible improvement. Paypoint HR will create a pay structure that meets the city's objectives. We will give the city perspective on the economic impact adoption of the recommendations will have on the city. This will make the factors for implementation clear and help anticipate needed steps to meet the overall goals.

Task 2A – Identify Benchmark Positions and External Survey Comparator List

Task 2A of the compensation portion of the study will include identifying benchmark job positions and identifying a mutually agreed upon list of external comparators to be included in the external survey. In order to complete this, the following steps will be taken:

- Involving the Study Project Leaders and stakeholders as appropriate, in the decision-making process.
- Agreement on which agencies are included *PRIOR* to beginning the study. Our experience has shown that this is the most advantageous approach.
- Conducting a thorough review of all materials to date including: employee database, classification listing, interviews, compensation review, and meetings with the Project Management Team. This will be closely followed by an exploration of the Project Team's overall strategic compensation vision.
- Thoroughly reviewing the various components of existing compensation plans and policies as well as the regulatory environment surrounding compensation.
- Identifying highly competitive positions within the organization and customizing the survey where appropriate.
- Reviewing and discussing how a compensation program might be designed to support the organization's business strategy and organizational objectives.
- Confirming and discussing the Project Team's preferred percentile placement within the market place.
- Acknowledging the organization's policy with respect to internal pay equity and employee perceptions of fairness.
- Addressing the Project Team's philosophy with respect to employee retention including the role compensation plays in retention issues.
- Reviewing the Project Team's philosophy with respect to fiscal sensitivity and flexibility.

"Benchmark classes" are normally chosen to reflect a broad spectrum of class levels. The positions that are selected normally include classes that are most likely to be found in other similar agencies and will therefore provide a sufficient and valid sample for analysis.

Benchmark positions should encompass the entire range of positions from the beginning of the pay ranges to the end. There should be a number of positions equally interspersed among the pay scale. Positions that have been difficult to attract and retain excellent

employees should be included. Paypoint HR will offer information and examples for the Project Leaders to consider and which will provide a measurable, rational, fact-based methodology to determine the relative job worth within the organization (as required by the EEOC).

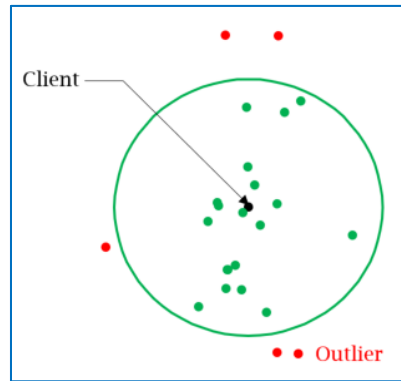


Figure 6 - Illustration of Economic Variance Using the Client as the Baseline

Paypoint HR will conduct an economic analysis of regional organizations to identify a preliminary unbiased list of appropriate comparators. The purpose of this step is to ensure the worthiness and legitimacy of using these organizations to develop recommendations. This adds validity to the findings and yields defensible results. We will keep in mind the Project Team's criteria on such factors as degree of competition for obtaining and retaining candidates for high quality staff, their location in the city's traditional recruitment areas, and their level of service. Paypoint HR uses objective parameters to determine the legitimacy of findings. Below is a list of possible criteria to consider when selecting organizations to be sampled:

Sample List of Selection Criteria

Median Housing Price	Unemployment Rate
Median Household Income	Labor Force Participation Rate
Cost of Living Adjustment	Proximity
Population	

Each organization considered is given a variance score related to data points and an aggregate variance score is created. This will help identify the organizations whose results will provide validity to the study. Upon identifying benchmark positions and the selected comparators, Paypoint HR will then create the document for surveying the selected organizations and conduct the external survey.

Task 2B – Design and Distribute Survey

In Task 2B of the study, it is anticipated that the creation and distribution of the external survey will take place. This analysis will include a detailed concise presentation of data to be collected. The survey will include job titles along with a brief summary of each position. This approach allows respondents to compare job description to job description and not just job titles, therefore ensuring true "matches" from the survey respondents.

Paypoint HR will send the survey to all comparators and if necessary, complete Freedom of Information Act (FOIA) requests. We conduct all of the survey distribution, data collection, and analysis ourselves to ensure validity of the data and to enforce quality control. While there is an industry standard of 5-15% response rate for surveys, Paypoint HR typically receives 25-40% response rates. While the surveys are out for distribution, Paypoint HR will further examine the existing compensation environment to establish a baseline and keep in contact with the Project Team.

Task 2C – Collect and Analyze Survey Data

Client's Job Title	Client's Job Summary	Match	Min	Mid	Max
Accounting Technician	Performs intermediate technical and clerical work involving the preparation and/or maintenance of fiscal or related records; does related work as required.	Exact Match - 100%	\$15.61	\$18.53	\$26.07
Administrative Assistant	Performs difficult skilled clerical work providing a variety of administrative, secretarial and record keeping duties; does related work as required.	Very Good Match - 75%	\$14.15	\$18.72	\$23.64
Benefit Programs Specialist I	Determines eligibility and re-determination of eligibility of individuals and families for financial assistance, food stamps, medical assistance, and other social services' benefit programs. Entry level.	Exact Match - 100%	\$19.92	\$19.95	\$33.26
Building Inspector	Performs intermediate technical work in the inspection of all phases of building plans and construction.	Exact Match - 100%	\$18.08	\$26.72	\$30.20
Chief Deputy Treasurer	Performs difficult technical and administrative work assisting in the operation of the Treasurer's Office; does related work as required.	Exact Match - 100%	\$35.77	\$45.37	\$59.74
Communications Officer	Performs intermediate skilled clerical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required.	Very Good Match - 75%	\$18.06	\$20.32	\$30.16
Communications Supervisor	Performs difficult technical work overseeing and participating in dispatching law enforcement, fire and rescue equipment and personnel to emergency and non emergency requests for service.	Very Good Match - 75%	\$20.95	\$25.92	\$34.99

Figure 7 – Sample of Job Summaries in External Survey

Following the distribution of the surveys, Paypoint HR will collect the data and conduct an in-depth review of the survey results with the Study Project Leaders, as appropriate. The purpose of this review is to identify any additional information needed or areas that require

further analysis. Paypoint HR will examine salary spread for all grades, ladders between grades, and identify the possibility of positions being compensated differently than intended from the existing plan. We will examine the distribution of employee salaries to highlight challenges and conduct an analysis of wage compression using Paypoint HR's proprietary statistical processes, if requested. Positions that contribute to compression are specifically identified for adjustment.

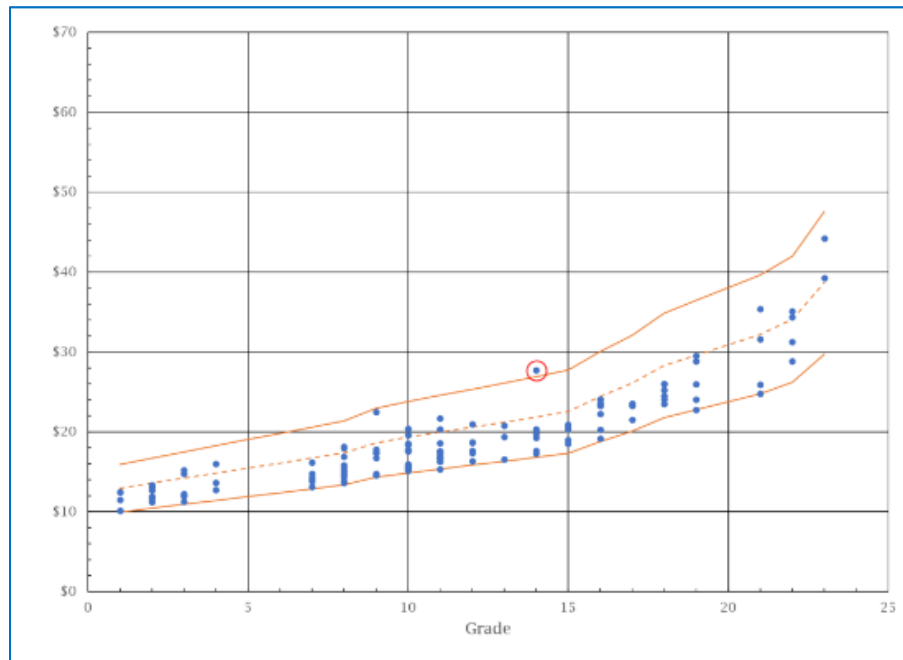


Figure 8 - Baseline Analysis of Client's Workforce

Task 2D - Internal Relationship Analysis and Alignment

To determine recommendations for internal equity, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series (if recommended), as well as across departments.

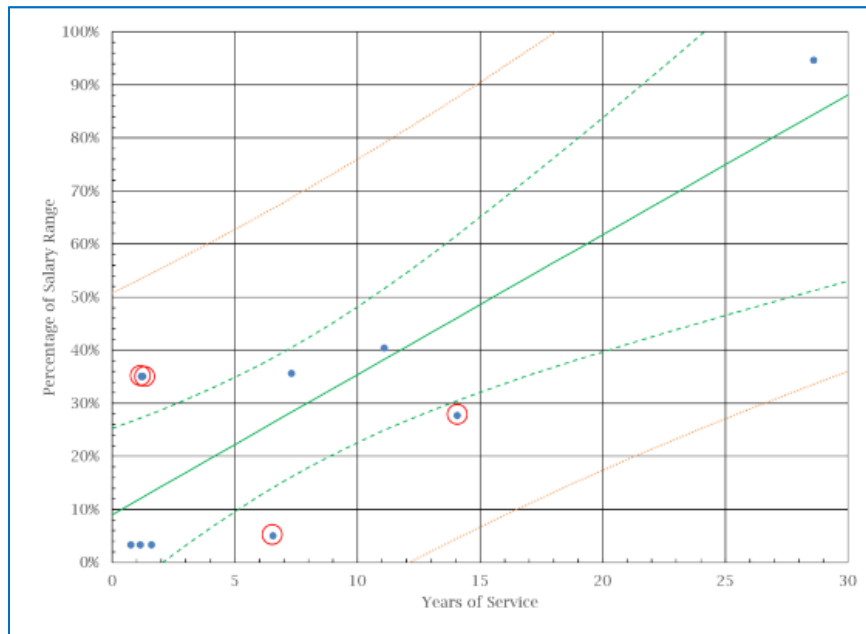


Figure 9 - Sample Internal Compression Analysis

Paypoint HR analytically develops an internal hierarchy based upon the job analysis responses. The ultimate goal of this critical step of the process is to address any internal equity issues and concerns with the current compensation system. We look for compression and inconsistencies. Our quantitative tool, Compensable Factor Score (CFS) system, allows us to objectively compare between certain classifications.

Current Grade	Job Title	CFS Score
25	Director of Public Works	95.7
24	Director of Fire & Rescue	83.4
24	Director of Human Resources	78.3
22	Deputy Director of Finance	43.5
FR 4	Lieutenant, Police	21.1
19	Senior Accountant	20.5
12	Crew Leader	13.9
13	GIS Specialist	12.4
2	Custodian	7.5

Figure 10 - Sample of Compensable Factor Score Results

We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system. The recommendations will contain pay differentials between levels that allow employees to progress on a clear path for career growth and development. Career ladders will be looked at both vertically and horizontally to mirror the classification structure that was developed during the classification section of the study. Paypoint HR's Compensable Factor Score (CFS) formulation provides a framework to construct an unbiased internal hierarchy of positions.



Figure 11 - Compensable Factor Score Example

The internal hierarchy is correlated with the findings of the external market, external equity, by using Paypoint HR's non-linear statistical algorithm. A 90% or greater correlation is typical, lending to confidence that both the internal and external equity are sound and appropriate.

Paypoint HR may choose to supplement the survey data with information from our own internal library. This helps to identify outliers and get a pulse on how the study results compare to the market as a whole.

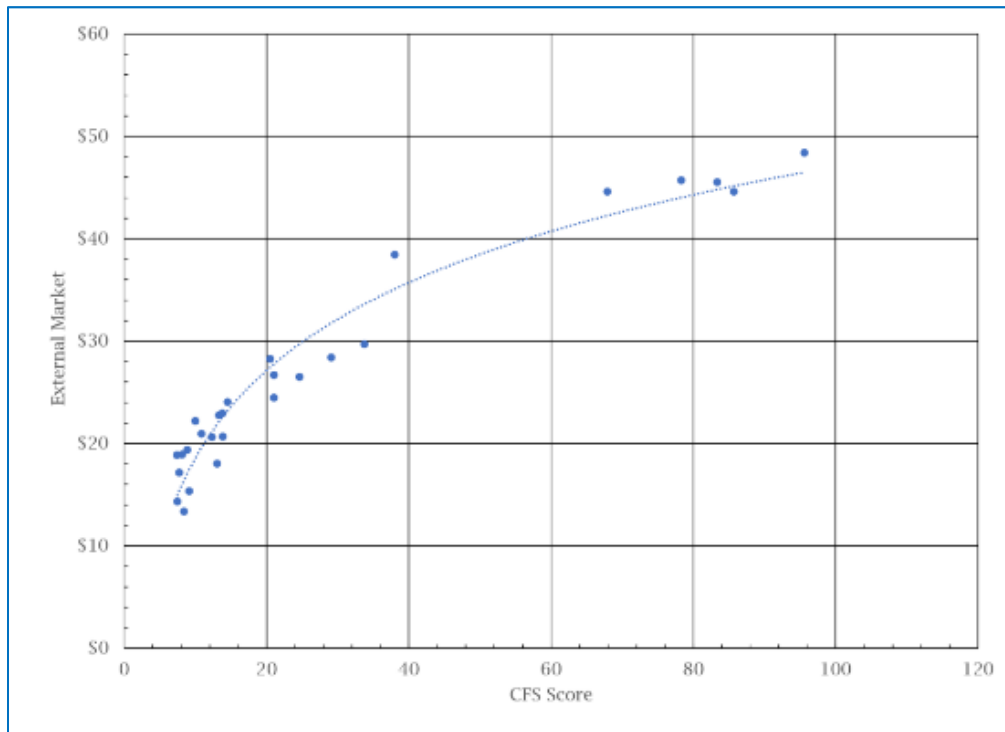


Figure 12 - Sample Comparison of Internal / External Hierarchy

Task 2E – Preparation of Draft Report

Depending on the data developed from the internal analysis, we will review and make recommendations regarding internal alignment of your salary structures including combining or expanding groups or salary scales. We will develop recommendations for pay grades and salary ranges for all classifications based typically on median salaries from the comparable agencies based on the organization’s overall compensation philosophy and policy. We will also analyze any pay compression issues to ensure internal equity, if requested.

- We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation level for each classification studied.
- We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions. We will also develop solutions to address pay equity issues. Our analysis includes information regarding the financial impact of addressing pay equity issues for the city. The end result is intended to create a market adjustment and implementation strategy supporting your goals, objectives, and budget considerations.

Positions will be categorized in a compensation ratio or “Compa-ratio” relating actual pay rates to market rates to determine if they are in-line with the external market. Positions will be classified by their Compa-ratio and determined to be either below, at, or above the market rate. We use these findings to make corrections to pay for each position which allows for fiscal impact analysis of recommendations.

	Accounting Technician I	Admin. Assistant	Asst. County Attorney	Asst. Landfill Manager
Market Percentiles				
20%	\$15.78	\$15.27	\$34.70	\$16.88
25%	\$17.17	\$16.03	\$36.37	\$17.91
30%	\$17.69	\$16.56	\$38.07	\$18.74
...	...	...	...	...
70%	\$22.92	\$22.18	\$52.69	\$24.75
75%	\$23.29	\$22.73	\$53.81	\$25.91
80%	\$24.27	\$23.75	\$55.44	\$26.88
Mean	\$20.25	\$19.51	\$45.41	\$22.29
Compa-Ratio	-1.6%	-6.3%	-11.3%	+8.4%

Figure 13 - Sample Compa-Ratio Results by Job Title

The Draft Final Report will be completed and submitted to the Study Project Leaders for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include the following information:

- A proposed Salary Range/Plan document;
- Any alternative compensation plans identified;
- Reports addressing employees whose base pay either is below or exceeds the market rate;
- The option to implement the recommended plan in phases;.

After an initial round of feedback from the Study Project Leaders, we will make edits and resubmit the draft to the Project Team for review and approval. Final meetings with the Project Team and stakeholders will be conducted and any final adjustments are made prior to delivery of the final report to the appropriate stakeholders. Once all of your questions and concerns are addressed, a Final Report will be created and submitted in a bound format and electronic format.

Positions Compensated Substantially Below Market (% Diff < -10%)	
Accounting Technician I	Assistant County Attorney
GIS Specialist	GIS Technician
Maintenance Supervisor	Network Technician
Permit Specialist I	Water Meter Technician II
Positions Compensated Below Market (-10% < % Diff < -5%)	
Administrative Assistant	Custodian
Deputy Director of Technology	Landfill Truck Driver
Maintenance Worker	Parks and Recreation Manager
Payroll Specialist	Senior Systems Analyst

Figure 14 - Sample External Market Results Summary

Task 2F – Deliver Final Report and Deliverables for Implementation

Paypoint HR typically works on tight schedules that demand extensive communication. We first listen to our clients to understand their specific needs and then create recommendations that fulfill the purpose of the study. Our final report reviews the city's background as related to the study and conveys complex concepts clearly and concisely. We feel this is one of our strongest attributes. An area of communication where we particularly excel is in the ability to communicate with employees at all levels of education and background. The concepts covered during employee outreach are reflected in the final report, as appropriate. This improves morale as the employees feel valued by knowing they have been heard. We are a liaison and have discovered opportunities and issues that would not have otherwise been utilized or addressed.

The final report includes an Executive Summary that summarizes the study methodology and gives recommendations for consideration by the city. The report highlights specific areas where an opportunity exists to improve the city's Classification and Compensation programs. The strategic position of the existing plan is reviewed in relation to the findings and shows comparisons. Recommendations that affect the city's budget are reviewed and their financial impacts are projected to ensure the city is able to support them. The Final Report is developed in a way that is relevant to the current market as well as allows the city to make a long-term strategic plan for attracting and retaining staff. The work product includes steps for implementation, training, and ongoing administration.

Our recommendations have been well received by our audiences. We have developed valued relationships and are considered by our clients and their employees as a trusted advisor. We

welcome the opportunity to work with the city to prove ourselves as an excellent service-oriented firm.

Salary Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments only. It does not factor in associated costs for employee related benefits.

1. Raise the salary of 13 positions that are *substantially* below market, first, at a cost of \$102,438.
2. Raise the salary of 52 positions that are below market, second, at a cost of \$145,571.
3. Adjust the salaries of positions that are near market with normal base-salary and tenure adjustments.
4. Discontinue making base-salary adjustments to the salaries of positions that are above or *substantially* above market until compensation is near market. Continue providing tenure-based salary bonuses.
5. Adjust only the salary scale by the Southern Mid-Atlantic Consumer Price Index (CPI) yearly to help ensure that the County's salary plan keeps up with market. Individual salaries would not be scaled by the CPI.

Figure 15 - Sample of Study Recommendations

Summary of List of Standard Deliverables

- Kick-off meeting with Project Team and collaborative development of the Project Communication Plan.
- Project planning and methodology.
- Briefing Sessions with All Employees to go over the scope of the project, their role, and to give direction on how to complete the job analysis.
- Job Evaluation report completed using scores from job analysis responses.
- Comparator Analysis reports to identify localities that compete for labor with the city.
- Development of agreed benchmark positions.
- External Market Survey for comparators with benchmark job titles and short job summaries.
- Update of Job Descriptions, where applicable, to include FSLA, EEO, and ADA compliance (sample provided upon request).
- Creation of Recommendations for Reclassifications report, including job title simplification.
- Development of a Compensable Factor Scoring System tailored to the city for use and maintenance of job evaluations and internal equity.
- Development of training for ongoing administration and implementation along with supporting materials and manual.

- Development of a salary structure based on the survey findings and job evaluations.
- Survey finding reports showing options for strategic position as compared to current position.
- Fiscal Impact report showing costs associated to the selected strategic market position.
- Cumulative Final Report for presentation which shows methodology, procedures, development of findings, work product deliverables, and the financial impact of recommendations.

Implementation

Communication with the Project Team and key stakeholders are described at each step in the process of our project methodology. We consider our audience for implementation to be the Project Team, managers, and employees. We have tailored our process to involve each at the appropriate times. We incorporate meetings, frequently asked questions, questionnaires, informal appeals, reviews and feedback sessions. Various media is used during the project to convey changes. We include: online access to information, written communication, forms, face-to-face meetings, electronic communication, as well as virtual meetings.

Weekly progress reports will be provided to the Project Team. Paypoint HR will also provide to the Project Team status reports every two weeks and as requested. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise.

- Paypoint HR provides forms for discussions with personnel regarding how the changes affect them individually.
- We create Job Discussion Request (JDR) and Job Discussion Guide (JDG) forms for employees and their supervisors to complete and submit to the Human Resources department. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.
- A manual of instructions and training materials regarding the administration of the proposed compensation system;
- A list of implementation issues, schedules, fiscal impact statements, cost projections, and communications surrounding our recommendations;
- A guide for rules, policies, and procedures for you in implementing, managing, and maintaining the compensation system;
- Train the trainer sessions; and,
- Customized software, unique for each client based on the results of the study, and support plan options.

Maintenance

The city will receive tools from Paypoint HR for continued maintenance of the adopted pay plan. Example of these tools include:

- Access to the CFS system for placement of new positions or positions that have experience a substantial change,
- Job description update processes and procedures, and
- A “Train the Trainer” guide for transfer of administration.

To conduct a proactive ongoing maintenance program for the client’s compensation structure, we recommend an in-depth review of the pay plan every three years to consider internal and external equity among key benchmarked positions. During interim years, where there are issues of concern, brief reviews and updates should be conducted. Paypoint HR will be available as needed to support the client in the implementation process. By developing an ongoing maintenance plan, the client should expect to see the benefits and return on investment through reduced turnover and fewer employee complaints.

Management Synopsis

Paypoint HR, LLC (Consultant) is responding to the city of Brainerd's request for proposals from qualified consultants to provide a comprehensive classification and compensation study. The purpose of the study is to help the city to be recognized as an employer of choice in the area. Paypoint HR will objectively examine the job roles and their placement in the city's hierarchy, the external market's pay ranges for these same positions, and give recommendations for adjustments of the approximately 122 full-time and 4 part-time employees as warranted by the findings. The study recommendations will be substantiated using quantitative evaluations, so that the city of Brainerd may make informed decisions with respect to compensation including benefits.

Karin Campbell and Dr. Rick Campbell are legally authorized to represent Paypoint HR and will serve as the main contacts for the project.

Project Manager – Primary Contact

Karin Campbell, SPHR, SHRM-SCP
695 Santa Maria Lane
Davidsonville, MD 21035
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Technical Director – Secondary Contact

Dr. Rick Campbell, CCP
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(540) 815-7837

Paypoint HR is an innovative, cost effective, and technologically advanced solution for the public sector's need to provide internally equitable and externally competitive pay plans. We are an independent Woman Owned Small Business (WOSB) and have been assisting the public sector achieve their pay plan objectives since 2012. Our firm is in Kitty Hawk, North Carolina and Davidsonville, Maryland, which is in close proximity to the United State Naval Academy in Annapolis, Maryland and Washington, DC.

Our overall approach to the field is unique. Our founding members hail from different practice areas related to classification and compensation. These specialty fields include organizational design, compliance, research analytics, business strategy, and human resources. The common denominator that brings us together is helping our clients recruit and retain quality employees. We do this by collaborating on each project to give our clients strategic recommendations for achieving their goals. We believe we are the only firm that brings together experts from multiple specialty areas to design custom classification and compensation plans that give our clients a competitive edge in the labor markets where they compete.

Our team includes recognized experts in human resource management and understands that while we follow established standards, there is not a "one size fits all" solution to compensation management. The way we look at data is more thorough than our competitors. While we use "standard" calculations for determining pay, we also create ad-hoc reports that meet specific Client needs. We help develop compliant job descriptions and pay plans based on the most current regulations. Clients benefit from the compliance review and appeals processes through a reduction in grievances and an improved sense of

equity. Our recommendations take into consideration the business and operational side of organizations.

We test our recommendations to ensure they are following sound business practices and will be a solid foundation for our clients going forward. The recommendations we make are intended to produce a structured program that gives ongoing guidance on how to improve an organization's ability to recruit, reward, motivate, and retain talent in a competitive environment. Specifically, we have developed an approach and methodology that incorporates the following:

- Market competitiveness;
- Recognition that compensation is comprised of more than just base pay levels;
- Consideration of changes in recent compensation trends and strategies; and
- Customization of solutions that consider the diversity of needs present within the Client's organization and allows the Client to select the components and options that best meet their overall needs.

Paypoint HR has developed proprietary software we call Position Vantage Point (PVP), to conduct employee job analyses. This software helps identify areas where job descriptions can be improved with input from employees based on quantitative factors. Because employees help design their job descriptions and their results are saved in a separate secure file, it reduces the likelihood of grievances related to classification and acts as a defense in the event of a dispute.

Once the recommendations are made for updates to classifications and pay structures, the city will be given our custom designed tools for implementation and ongoing administration. We will create a custom Compensation Factor Scoring (CFS) system using information gathered during the study and provide the city access to the system to help place positions in the future.

Our methodology is built on working with our clients and their employees to make appropriate, project-focused recommendations and then staying with the Project Team to see the recommendations are put into place. Our clients have peace of mind knowing the key to our success is ensuring implementation of recommendations.

Paypoint HR, LLC realizes that the employees are the most valuable asset and will be treated accordingly. By including employee input in the project, it is our experience that they feel "heard" and "valued." As such, they will be more likely to find the pride and fulfillment that public service lends. This forward-thinking philosophy ensures the city will be seen as a great place to make a career as well as make a living.

Paypoint HR agrees to

- 1) Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the classification/compensation system in an electronic medium; and
- 2) Appear, virtually or in-person, as appropriate, at a scheduled Council meeting to discuss the final report, recommendations, implementation options, and implementation costs; and
- 3) Ensures validity of the proposal for ninety (90) days following the response deadline.

Work Schedule

Our professional experience is that comprehensive studies of this scope and for this size organization take no more than 16 weeks to complete, allowing for adequate position vantage point completion, interview time, classification description development, compensation data collection and analysis, review of steps by the client, the development of final reports, and any appeals.

Timely progress reports will be provided to the client. Paypoint HR will also provide to the Project Team interim reports as the project progresses. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise. A customized schedule would be constructed in conjunction with both Paypoint HR and the city to meet the project requirements.

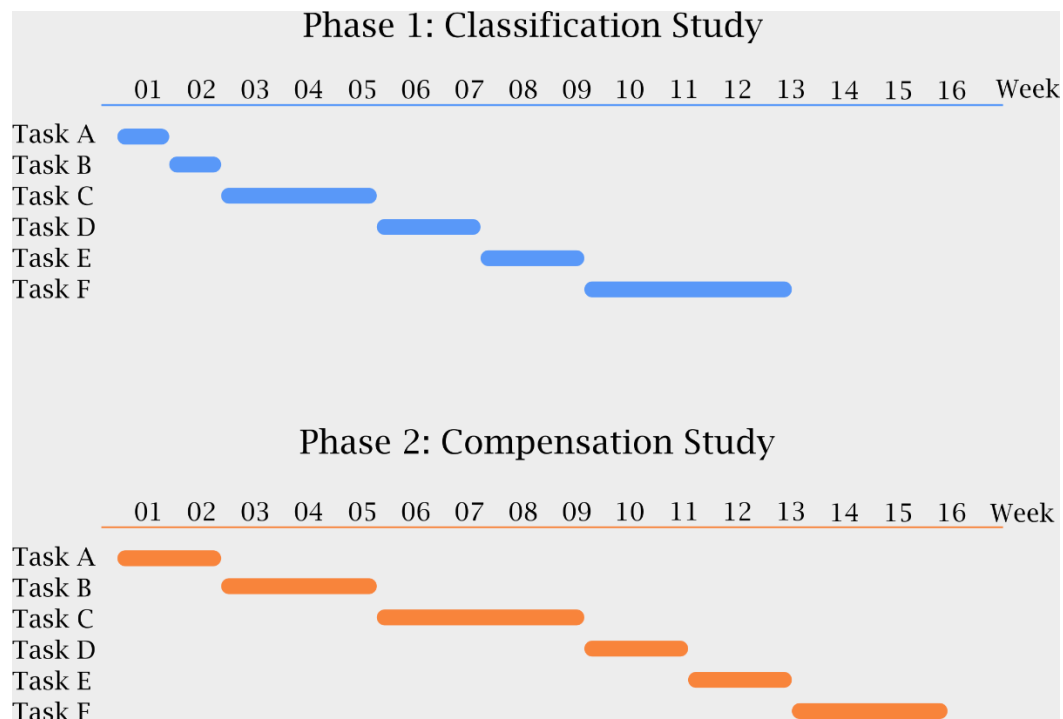


Figure 16 - Gantt Chart

Cost of Services

PHASE 1 Classification Component

Task		Hours
A	Project Start and Initial Meetings	12
B	Baseline Data Collections & Initial Analysis	24
C	Job Analysis Collection/Completion & Focus Groups	28
D	Job Evaluation and Classification Development	24
E	Draft Job Descriptions and Policy Guides	8
F	Develop Guide for Implementation of Changes and Draft Interim Report	12
	Subtotal Professional Hours	108

PHASE 2 Compensation Component

Task		Hours
A	Identify Benchmark Positions and External Survey Comparator List	12
B	Design and Distribution of Survey	24
C	Collect and Analyze Survey Data	60
D	Internal Relationship Analysis and Internal Alignment	40
E	Preparation of Draft Report	32
F	Deliver Final Report and Work Products for Implementation	24
	Subtotal Professional Hours	192

Total Estimated Hours of Phase 1 & Phase 2	300
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The standard consulting rate for the senior personnel listed, consistent with the Federal GSA schedule, is \$125 per hour of service. For a project entailing 300 hours of service, the total fee would be \$37,500. Our fee includes expenses associated with travel, phone, materials, and supplies. The total is an estimate of the time needed. Regular invoices, including a thorough delineation of services rendered, would be on a net 30-day basis. Paypoint expects support from the client in communication with key staff, setting up meetings, and providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

References

Recent Studies

Organization	Project Title and Service Dates
City of Aberdeen, Maryland	Classification, Compensation and Benefits Study 2019 - 2021
City of Bath, Maine	Compensation Study 2021 - 2022
Belknap County, New Hampshire	Pay and Classification Audit - Consultation Services 2021 - 2022
City of Bethlehem, Pennsylvania	Classification and Compensation Survey 2017 - 2018
Bureau County, Illinois	Compensation Plan Study 2019 - 2020
Caroline County Public Schools, Virginia	Classification and Compensation Study 2022
Center School District, Missouri	Job Description, Legal Compliance, and Strategic Compensation Design 2018 - 2019
City of Claremont, New Hampshire	Pay and Classification Study Update 2019 - 2020
City of Columbia, Missouri	Classification and Compensation Data Consultation Services 2018 - 2022
City of Cottage Grove, Minnesota	Position Classification and Compensation System 2020 - 2022
City of Dover, New Hampshire	Classification and Compensation Study 2019 - 2020
Durham Public Schools, North Carolina	Compensation and Market Comparability Study 2016 - 2017
Elko County, Nevada	Compensation and Classification Study 2019 - 2021
Town of Farmville, Virginia	Classification and Compensation Plan Study 2019 - 2020

City of Fort Morgan, Colorado	Compensation Study & Analysis 2022
City of Fort Walton Beach, Florida	Pay and Classification Study 2018 - 2019
Frederick County Public Schools, Virginia	Classification and Compensation Study 2022 - 2026
Town of Front Royal, Virginia	Compensation and Classification Study 2016 - 2018; 2022
Garrett College, Maryland	Job Classification and Compensation Study 2018 - 2019
Gratiot County, Michigan	Classification and Compensation Study 2022
City of Glenpool, Oklahoma	Compensation Study 2017 - 2018
City of Jacksonville, Texas	Compensation and Classification Study 2021 - 2022
Knox County, Illinois	Classification & Compensation Study 2019 - 2022
Town of La Plata, Maryland	Organizational Design Study 2021 Classification and Compensation Study 2022
City of Lake City, Florida	Classification and Compensation Study 2022
City of Lake Dallas, Texas	Employee Compensation Study 2020
City of Largo, Florida	Compensation & Classification Study 2019 - 2020, 2022
City of Leander, Texas	Citywide Compensation Study 2022
City of Lebanon, Missouri	Compensation Philosophy and Study 2018 - 2019, 2022
City of Marion, Iowa	Compensation and Classification Study 2019 - 2020
Mid-America Regional Council, Missouri	Pay Plan Study Consultation Services 2016, 2022

Millard County, Utah	Salary Survey and Compensation Analysis Services 2021 - 2022
City of Nixa, Missouri	Employee Compensation, Benefits and Classification Consulting Services 2018 - 2019
Northampton County Schools, Virginia	Compensation Study 2017 - 2018
Oklahoma City Zoological Trust, Oklahoma	Compensation and Classification Assessment 2018 - 2019
Otero County, New Mexico	Wage & Compensation Study 2019 - 2020
Prince George's County Memorial Library System, Maryland	Comprehensive Classification and Compensation Study 2017 - 2018
City of Raytown, Missouri	Compensation and Classification Plan 2021 - 2022
Richmond Metropolitan Transportation Authority, Virginia	Compensation Consultant 2018 - 2019
Rockingham County, New Hampshire	Pay and Classification Audit 2021
Rockingham County, Virginia	Employee Compensation and Classification Study 2017 - 2018
City of South Portland, Maine	Compensation Plan Study 2019 - 2020
City of Stuart, Florida	Classification and Compensation Study 2019
Warren County, Virginia	Classification and Compensation Study 2018 - 2019
Warren County Public Schools, Virginia	Classification and Compensation Study 2018 - 2019
City of Waynesboro, Virginia	Comprehensive Classification and Compensation Study 2019 - 2020
Town of Warrenton, Virginia	Classification and Compensation Study 2022

Contacts

Contact Name	Contact Info	Project Title and Service Dates
Joe Fischbach Human Resources Manager / City Clerk City of Cottage Grove	12800 Ravine Parkway S. Cottage Grove, MN 55016 (654) 458-2883 JFischbach@ CottageGroveMN.gov	Position Classification and Compensation System 2020 - 2022

Cottage Grove employs 145 full-time and 12 part-time employees as well as 47 paid on call Fire and 200 seasonal staff. Of this, 82 employees are organized into one of the following unions: Cottage Grove Police Officers Federation, Inc., Law Enforcement Labor Services, Cottage Grove Professional Firefighters Association, and International Union of Operating Engineers

The scope of work for the Classification & Compensation Study included

Provide professional services with integrative support services to evaluate and analyze needs, design, develop, and implement updates to the position evaluation and compensation system that includes the following milestones:

- Evaluation and analysis of City needs and philosophy.
- Evaluation of existing job descriptions and the recommendations of revisions to assure compliance with ADA and other State and Federal requirements.
- Thorough evaluation of changed positions to determine a job value, by assigning points to the position based on standard factors, and a spot review of the current position evaluations with recommendations for necessary revisions.
- Objective classification ranking and banding of each position and the provision of internal pay equity.
- Provide a wage/labor market survey and the analysis of supporting data for the development of the pay structure while assuring internal and external equity and compliance with State Pay Equity Compensation Standards.

Provide recommendations and options for updating the evaluation and compensation system.

- Provide system testing to assure compliance.
- Provide recommendations on a system for determining the validity for requests for reclassification and/or compensation changes.
- Determine exempt and non-exempt status for each position.
- Provide implementation support and maintenance training on the system.

- Post contract services involving review of new job descriptions and determination of points and salary for the new position as well as assistance with the first State Pay Equity report following compensation review to assure compliance.

Contact Name	Contact Info	Project Title and Service Dates
Erika Helgerson Director of Human Resources City of Bath	55 Front Street Bath, Maine 04530 207.443.8330 EHelgerson@CityofBath.com	Citywide Employee Compensation Study 2021 - 2022

The City of Bath's non-represented employee workforce includes 102 full time positions within roughly 73 distinct classifications and over 40 additional seasonal and/or part-time employees.

The scope of work for the Citywide Employee Compensation Study included

- Provide for a comprehensive evaluation of every job within the City to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
- Review current compensation and benefits and understand current challenges in recruiting and retaining employees.
- Develop and conduct a comprehensive compensation and benefits survey based on comparable labor markets, including both private and public sector employers.
- Recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
- Develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
- Identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
- Recommend implementation strategies including calculating the cost of implementing the plan.
- Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as cost of living increases.

Contact Name	Contact Info	Project Title and Service Dates
Michelle D. Cichoki Director of Human Resources City of Bethlehem	10 East Church Street, Bethlehem, PA 18018 (610) 865-7015 MCichoki@Bethlehem-PA.gov	Classification and Compensation Survey 2017 - 2018

The City of Bethlehem non-represented employee workforce includes 99 full time positions, 18 full-time contract positions, and 154 seasonal positions.

The scope of work for the Classification and Compensation Survey included

- Conduct a thorough job analysis for every position to be included in the study and utilize this information to properly classify all positions of interest.
- Identify management, supervisory, professional, technical, and general employees, including FLSA status (exempt/non-exempt).
- Update and/or create class specifications as needed to uniformly reflect distinguishing characteristics, essential job functions, minimum qualifications, supervision exercised and received with definition of lead or supervisory roles, working conditions, physical requirements, license requirements, and regulatory requirements for all classifications.
- Conduct salary survey by comparing salary data for each existing classification. Included in the survey will be consideration for benefits provided between the City and the selected agencies.
- Evaluate jobs by developing, then reviewing a job ranking structure, verify rankings by analyzing pertinent market data concerning the ranking; determine recommended comparative city and if applicable county employers, compare initial rankings to the City's existing ranking and that of the market hierarchy and adjust as determined to show compensation at market rates.
- Recommend pay grades; modified grade pricing and salary ranges for all classifications based on the compensation survey results, if required. Essentially, eliminating inequity to the external employment market.
- Recommend an appropriate salary structure including minimum, midpoint, and maximum and the difference between each salary step if different than current structure.
- Study current performance appraisal system and practices. Identify essential elements of performance appraisals necessary to use the appraisals for merit purposes. Develop methodologies, written procedures, and training and implementation plan for performance appraisal.
- Make recommendations to eliminate the 27th pay while maintaining the bi-weekly pay process.

Contact Name	Contact Info	Project Title and Service Dates
Stephanie Weaver HR Director City of South Portland	25 Cottage Road South Portland, ME 04106 (207) 767-7667 SWeaver@SouthPortland.org	Compensation Plan Study 2019 – 2020

The City of South Portland employs 168 permanent (full and part-time) employees in approximately 130 different positions.

The scope of work for Compensation & Classification Study included

1) Job Descriptions:

Create, modify and update job descriptions for all nonunion positions in compliance with all applicable state and federal statutes. Provide orientation sessions to explain the process to employees, supervisors and managers. Provide for employee input, likely via a survey and follow up interview process, and the supervisor's review, comments and approval; with final approval by the Human Resources Department. Ensure Essential Functions are accurate and documented. Ensure FLSA status is defensible.

2) Classifications:

Rate and rank positions based on specific criteria, and then recommend how positions should be placed into a grade or classification system that ensures internal equity and fairness. Allow for an appeals process for individuals who may require additional information regarding the proposed classification for their position. Meet with supervisors and senior managers to introduce the classification structure and respond to questions and concerns. Develop a position evaluation system for the Human Resources Department to administer ongoing to ensure appropriate classification when new positions are introduced or when significant changes to a position are made.

3) Salary Survey:

Conduct a salary survey of comparable municipalities and relevant other organizations in the region to provide data for comparison to current City wages to assess the level of market competitiveness. Methodology to be used and recommended comparable communities and entities with rationale specified.

4) Compensation Plan:

In collaboration with the City's project oversight team (City Manager, Finance Director, and Human Resources Director), develop a statement of compensation philosophy for the City. Based on current information, this philosophy likely will include a merit compensation component and a desire to pay employee "at market." Using information from the salary survey, recommend salary structures and a compensation plan aligned with the City's compensation philosophy. Develop a system to integrate positions and employees into the plan and manage the plan going forward, including how to stay current with the market. This system will include costing out the recommended approach and may include how the

new plan can be phased in over time if full deployment exceeds available resources. Provide employee education on how the new plan works.

5) Performance Evaluation:

Review the City's current performance evaluation forms to ensure they align with the recommended compensation plan. Suggest improvements to the evaluation forms as needed. Provide supervisory training on using the final evaluation form to align and support the compensation plan.

Contact Name	Contact Info	Project Title and Service Dates
Amanda Osborne County Manager Elko County	571 Idaho Street Elko, NV 89801 (775) 748-0204 AOSborne@ElkoCountyNV.net	Compensation and Classification Study 2019 - 2021

Elko County employs approximately 335 full-time employees in approximately 140 unique job classifications and 60 part-time employees with most positions covered by one of eight collective bargaining agreements.

The scope of work for the Compensation and Classification Study included

- Provide for a comprehensive evaluation of every job within the County to determine relative worth within the organization for internal equity and external competitiveness and for the establishment of pay ranges and step progressions within the ranges. Recommend changes to hierarchical order of jobs, if necessary. Identify potential pay compression issues and provide potential solutions.
- Conduct a comprehensive compensation survey of the external regional labor market and make recommendations for changes to the current classification system or adoption of a newly designed compensation system, which ensures internal equity and external competitiveness. Establish appropriate benchmarking standards with comparable public sector employers.
- Design an implementation strategy for the updated compensation system with the lowest financial impact on County operating process and greatest gain to positions that fall outside of a designated range. The implementation of such a plan may need to be over a period of years. The updated system may include a freeze for those positions that placed at levels above the midpoint.
- Provide training on the utilization and maintenance of the compensation system. Provide the necessary documentation and other materials so the County will be able to maintain the system independently following the implementation of the job evaluation/compensation plan.

Contact Name	Contact Info	Project Title and Service Dates
Roz Johnson Human Resources Director City of Stuart	121 SW Flagler Avenue Stuart, FL 34994 (772) 288-5322 RJohnson@CI.Stuart.FL.US	Classification and Compensation Study 2019

The City of Stuart has a total of 251 full-time budgeted positions with 79 in one of two collective bargaining units and 40-45 part-time employees across 121 different classifications.

Classification

- Conduct a job audit of selected benchmark positions, including general task analysis by department. This review may include interviews with Department Directors, division managers and other key personnel and/or employees to determine the essential functions of each position. Benchmark positions to be determined by the project team, input from Department Directors and guidance from the consultant.
- If deemed the appropriate method, prepare/provide a job analysis questionnaire for City management approval. The City would facilitate its distribution and completion.
- Assign all jobs to salary grades based on an objective evaluation of compensable factors related to the duties and responsibilities of the individual job.
- Refine job classifications/titles to accurately represent job duties and responsibilities as necessary. Review supervisor/management titles and recommend titling structure which defines consistent levels of responsibility across the organization.
- Review a sampling of existing job descriptions and recommend updates, as needed, including requirements of education, experience, knowledge, skills, and abilities.
- Map career ladders/promotional opportunities for selected classifications.
- Provide methodology for evaluating the classification of positions/jobs on an ongoing basis. Train Human Resources personnel in the administration of the proposed new/modified classification system.
- Assess FLSA designation for select positions.

Compensation

- Review the current pay grade and salary ranges of City positions, including recommending appropriate salary ranges based on compensation survey and study results and appropriate salary range for each position.
- Evaluate current pay plan structure (i.e. number of pay grades, including additions, deletions, and/or consolidations, appropriateness of pay range spread from salary minimum to maximum).
- Conduct interviews, as necessary, with City Manager, Human Resources personnel, and Department Directors for the purpose of clarifying and determining project scope, selection of entities to be surveyed, and identification of benchmark

- positions. Listing of the benchmark agencies to be utilized in the study shall be subject to review and approval by the project and/or executive team prior to the initiation of the work.
- Determine the appropriate labor markets for the study (non-bargaining, PBA, and IAFF) and determine existence of relevant salary survey data.
 - Develop and conduct an external compensation survey comparing benchmark positions with other local government and private sector entities in order to identify the City's competitive position in the regional labor market. This compensation survey shall include the actual salaries and tenure in position of employees in said benchmark positions, with anomalies identified.

Contact Name	Contact Info	Project Title and Service Dates
Samantha Lauzon Human Resources Manager City of Claremont	58 Opera House Square Claremont, NH 03743 (603)504-0298 slauzon@claremontnh.com	Pay and Classification Study Update 2019 - 2020

The City of Claremont employs approximately 75 non-union positions and 78 union positions.

The scope of work for the Pay and Classification Study Update included

- Update and validate job descriptions for the City's union and non-union positions;
- Work with City Staff to define comparable communities to survey and collect wage and benefit data from;
- Analyze the wage and benefit data received from the comparable municipal communities; Provide a comprehensive market analysis based on the data;
- Develop recommendations for appropriate follow-up actions, factoring in considerations as appropriate, including market competitiveness, internal equity, and funding and timing options, along with feasibility.
- Develop a position classification system based on appropriate internal equity;
- Develop recommendations for establishing appropriate compensation ranges, which will provide for a competitive pay plan with other municipal employers comparable to Claremont;
- Provide the City with a salary classification manual that documents the classification.
- methodology used in the study and provides for a sustainable system for maintaining a future salary administration program.

Contact Name	Contact Info	Project Title and Service Dates
Susan Daudelin, SHRM-SCP, IPMA-SCP Director of Human Resources City of Dover	288 Central Avenue Dover NH 03820 (603) 516-6869 S.Daudelin@Dover.NH.gov	Classification and Compensation Study 2019 - 2020

The City of Dover has 158 position descriptions for approximately 330 full-time and part-time employees with a wage schedule that includes 40 pay grades with a majority of employees covered by one of seven collective bargaining agreements.

The scope of work for the Classification and Compensation Study included

- Recommend / suggest adjustments to the current classification structure and recommend the appropriate assignment for all City positions within the structure.
- Determine the appropriate Fair Labor Standards Act (FLSA exempt/non-exempt) designation for all positions.
- Develop or revise Position Descriptions to ensure full compliance with the requirements of the Americans with Disabilities Act, and to show each position's appropriate FLSA status. Uniformly reflect essential job functions, minimum qualifications, working conditions, license requirements, regulatory requirements and special responsibilities.
- Conduct a comprehensive analysis of the City's current compensation [and benefits] program and identify opportunities including, but not limited to, recruitment, retention, salary compression, and equity.
- Develop and conduct an external assessment/survey of compensation [and benefits], evaluating benchmark positions by comparing actual job content and duties to comparable positions in other like organizations.
- Develop a report analyzing the results of the data from the internal and external assessments. The report should compare the City salary [and benefits] in relation to other like organizations - a market competitive analysis and other observations resulting from the review.
- Provide recommendations based upon objective analysis and evaluation of job content that provides internal equity and are competitive with the external market.
- Provide guidance in the design and development of a communication plan regarding the study to inform and educate stakeholders.
- Prepare a final report with recommendations for a system that is affordable, sustainable, competitive and innovative.



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Discussion of Civil Attorney Contract 2023-2024

☐ 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/Administration
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: The current contract for civil legal services with Ratwik, Roszak & Maloney expires December 31, 2022. The last time the City did a RFP for civil legal services was in 2013 for services effective 2014, and since 2014 the City has retained Ratwik, Roszak & Maloney as its civil attorney. The proposed agreement is attached. The following changes in the contract are: Non-retainer hourly increase by \$10 per hour (\$165) for 2023 and an additional \$5 per hour (\$170) for 2024. Development matters hourly rate increase by \$10 (\$195), this cost is passed onto the developer, and litigation matters hourly rate increase of \$5 per hour (\$185) for 2023, with no changes to either of those rates for 2024. Retainer amount would stay the same for 2023 as it is in 2022 (\$53,000) and a \$2,000 a year increase for 2024 (\$55,000).	
Alternatives, Options, Effects on Others/Comments: The first column of numbers is the total amount amount paid to Ratwik, Roszak & Maloney, the second set of number excludes HRA and BPU as well as any legal fees for construction projects that are coded directly to the project: 2014 - \$86,005; \$76,723 2015 - \$77,702; \$68,379 2016 - \$66,154; \$54,785 2017 - \$119,740; \$62,468 2018 - \$107,342; \$72,658 2019 - \$147,489; \$78,824 2020 - \$120,612; \$81,719 2021 - \$107,696; \$77,558	
Recommended Action/Motion: Authorize staff to enter into an agreement with Ratwick, Roszak & Maloney for 2023 and 2024, or direct Staff to go out for an RFP for civil attorney services.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

CONTRACT FOR CIVIL LEGAL SERVICES

This agreement is entered into by and between the **City of Brainerd**, 501 Laurel Street, Brainerd, MN 56401 (hereinafter “City”) and the law firm of **Ratwik, Roszak, & Maloney, P.A.**, 730 Second Avenue South, Suite 300, Minneapolis, MN 55402 (hereinafter “Law Firm”), for the purpose of utilizing the Law Firm to provide civil legal services to the City.

RECITALS

WHEREAS, the Law Firm has provided civil legal services to the City since January 1, 2014 and has the skill and expertise necessary to perform the duties as set forth in this Agreement; and

WHEREAS, the City and the Law Firm desire for the Law Firm to continue to provide civil legal services to the City for 2023 and 2024.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration the parties agree to the following:

TERMS

1. Scope and Nature of Legal Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

1.1 Retainer Matters: The Law Firm shall provide the following basic civil legal services to the City in exchange for the retainer fee set forth in Paragraph 5.1:

- A. Two City Council meetings per month (additional meetings will be billed at a flat rate of \$750 per meeting).
- B. Routine legal advice through telephone, electronic communication, or personal consultations with elected officials, City Administrator, Department Heads, and various City staff as appropriate.
- C. Routine review of ordinances, resolutions, agreements, forms, notices, deeds, city charter, and other legal documents as necessary.

- D. Updates on relevant new legislation and case law affecting municipal government.

1.2 Non-Retainer Matters: The parties contemplate that the Law Firm will also provide civil legal services outside the scope of services covered by the retainer as described in paragraph 1.1 above. Legal services outside of the annual retainer would be billed at the Law Firm's \$165 hourly rate for 2023 and \$170 for 2024, except for Development and Litigation Matters, as provided in Sections 1.3 and 1.4. The Non-Retainer Matters include all other legal services not set forth in Sections 1.1, 1.3 and 1.4, including projects requiring significant legal research and analysis, formal written legal opinions, drafting complex agreements, drafting charter amendments, grievances, on-site labor negotiations, investigations, property acquisition and routine zoning and code enforcement.

1.3 Development Matters: The Law Firm will perform legal services in the Land Use/Economic Development area where the project proposer is required to reimburse the City for legal services. These legal services will be billed to the City by the Law Firm at \$195.00 per hour during the term of this Agreement.

1.4 Litigation Matters: Contested case and litigation matters in which representation is not otherwise provided by insurance defense counsel, will be billed to the City by the Law Firm at the rate of \$185.00 per hour during the term of this Agreement. This category includes eminent domain proceedings, assessment appeals to district court, annexation proceedings, and any litigation (e.g., contract disputes, debt collection and removal of hazardous structures).

2. Reimbursable Costs and Expenses.

2.1 General Rule: For all costs associated with retainer and non-retainer work, the City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.

2.2 Specific Rates:

<u>Description of Costs</u>	<u>Rate</u>
Mileage	I.R.S. Rates
Parking	Actual Cost

Photocopying	No charge except for large projects, which are billed at \$.20 per page
Facsimile	No charge
Postage	Actual Cost
Messenger	Actual Cost
Court Costs	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost

2.3 Billing Procedures: Notwithstanding the provisions of Paragraph 5 regarding billing and payment procedures, the parties understand and agree that certain expenses may not be known to the Law Firm until after the monthly bill for legal services has been prepared and mailed to the City for payment. For example, an arbitrator's award and bill may not arrive until months after all legal services have been provided, billed, and paid.

3. Responsible Attorney and Staff. Joseph J. Langel shall be the primary attorney for the City. Mr. Langel shall be responsible for the performance of this agreement, although he may be assisted by other attorneys or support staff in the firm.

4. Conflict of Interest and Attorney/Client Privilege Issues:

4.1 Conflict of Interest: The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of the retainer. The Law Firm declares that it represents many school districts, cities, counties, and other public entities throughout the State of Minnesota, and in the area of the City of Brainerd.

4.2 Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. Cordless and cellular telephones may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

5. Billing Format, Cycle, Payment Expectations and Interests.

5.1 Retainers: The annual retainer for the retainer services described in Paragraph 1.1 shall be \$53,000 for 2023 and \$55,000 for 2024.

- 5.2 Billing Format:** The Law Firm will submit monthly statements for both retainer and non-retainer matters, itemizing legal services rendered for the prior month broken down into categories. These categories shall include: retainer, non-retainer matters, and non-retainer developer reimbursable matters.
- 5.3 Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately fifteen (15) days after the end of the prior month.
- 5.4 Payment Expectations:** The City will pay the bill of the Law Firm within thirty (30) days or less of its receipt of the bill by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- 5.5 Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Joseph J. Langel at the Law Firm stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes.
- 5.6 Interest:** Because the City will be paying the Law Firm's bills within thirty (30) days from their receipt, no interest will be charged. If the City determines that it will be necessary to deviate from that payment schedule, then it will notify the Law Firm. An interest rate of 8% per annum will be charged to the City if it elects a payment schedule greater than thirty (30) days, subject to change as may be mutually agreed between the parties.
- 5.7 Term:** The term of this Agreement will be from January 1, 2023, to December 31, 2024, subject to the following provision:
1. During the term of the Agreement, either party may terminate the Agreement upon thirty (30) calendar days' written notice to the other party.
- 5.8 City Approval:** The City Council has approved the Law Firm's performance of legal services for the City during the term of this agreement.
- 5.9 Severability.** Upon termination of this agreement, the City shall only be responsible for the pro rata portion of the annual retainer

under Section 5.1 and amounts owed for completed work under sections 1.2, 1.3 and 1.4.

5.10 Other. The City expressly reserves its right to hire independent counsel on matters it determines requires an attorney with expertise in a particular field. In such a situation, the City shall remain responsible to the Law Firm for the monthly fee provided under this agreement along with any billings not related to the matter for which special counsel was retained. The City shall only be responsible to the Law Firm for extra expenses in relation to the matter for which special counsel is retained if the City names the Law Firm as co-counsel in the matter or otherwise requests the Law Firm's participation.

THE CITY OF BRAINERD

RATWIK, ROSZAK & MALONEY, P.A.

By: _____
Dave Badeaux, Mayor

By: _____
Joseph J. Langel, President

By: _____
Jennifer Bergman, City Administrator

RRM: 477840



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Adopt Resolution Establishing Deferred Assessment Criteria

☐ 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): Connie Hillman, Finance Director	Estimated Time Needed: 5 minutes
Summary of Issue: 2016 was the last time that the resolution establishing criteria for deferring assessments was reviewed by the Council. Property values have changed since that time as well. Therefore staff proposes the attached red lined resolution, updating the application date, removing 4C which is has been assumed and not readily verifiable, increased the estimated market value to the 2022 median market value for the City, and clarifying additional items that Staff has discussed in the past, as well as recommendations from City Attorney Langel. Attached you will find the red lined resolution 54:16 to easily see the changes Staff is proposing, and a cleaned new resolution to consider for adoption.	
Alternatives, Options, Effects on Others/Comments: Section 5A and 5B split out (1) qualifications of MN Statute 435.193 (attached) and further adds a letter from a licensed doctor is needed if person is retired by permanent or total disability. 5C was added as noted in (2) of Mn Statute 435.193. Staff added 5D based on Council's motion made May 2, 2022 to allow an individual who qualified for the veteran's exclusion, therefore doesn't pay property taxes and didn't realize that the exclusion did not cover assessments. They would still have to submit an application, meet the income and assessment criteria amount, but the value of the home would not be a qualification for hardship if value was within the exclusion amount of the disabled veteran qualifications. This is not a requirement, can be removed and deferment can still be allowed by the Council based on exceptional and unusual circumstances of the application.	
Recommended Action/Motion: Adopt proposed resolution establishing criteria for deferment of assessments.	
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>unknown</u> <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Office of the Revisor of Statutes

2021 Minnesota Statutes

[Authenticate](#)  [PDF](#)

435.193 HARDSHIP ASSESSMENT DEFERRAL FOR SENIORS, DISABLED, OR MILITARY PERSONS.

(a) Notwithstanding the provisions of any law to the contrary, any county, statutory or home rule charter city, or town, making a special assessment may, at its discretion, defer the payment of that assessment for any homestead property:

(1) owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments; or

(2) owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section [190.05](#), subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments.

(b) Any county, statutory or home rule charter city, or town electing to defer special assessments shall adopt an ordinance or resolution establishing standards and guidelines for determining the existence of a hardship and for determining the existence of a disability, but nothing herein shall be construed to prohibit the determination of hardship on the basis of exceptional and unusual circumstances not covered by the standards and guidelines where the determination is made in a nondiscriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants.

History: [1974 c 206 s 7](#); [1976 c 195 s 3](#); [1981 c 80 s 1](#); [2008 c 154 art 2 s 28](#)

Official Publication of the State of Minnesota
Revisor of Statutes

RESOLUTION
NO. ~~54XX~~:2246

RESOLUTION ESTABLISHING CRITERIA FOR DEFERMENT OF ASSESSMENTS

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

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

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

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

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

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

B. The special assessments to be deferred must be multi-year assessments and the original principal amount must exceed \$300.00.

~~C. The total assets of the applicant and spouse, exclusive of the homestead, do not exceed \$25,000.00.~~

~~D.C.~~ The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than ~~\$140,000~~ \$173,800 (2022 assessment median homestead value per Crow Wing County).

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

5. The payment of an assessment may be deferred for any homestead property owner by:

A. A person is 65 years of age or older for whom it would be a hardship to make the payments.

B. A person retired Retirement by reason of permanent and total disability for whom it would be a hardship to make payments. A disability shall be deemed prima facie to exist when the applicant presents a signed letter sworn affidavit by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.

C. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service as defined in Section 19.05, subdivision 5b or 5c, as stated in the person's military orders for whom it would be a hardship to make the payments.

D. Veteran and received the market value exclusion for veterans with disability through Crow Wing County and for whom it would be hardship to make the payments with the exception of 4C.

5. _____

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

6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:

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- A. The death of the owner when there is no spouse who is eligible for deferment;
- B. The sale, transfer, or subdivision of all or any part of the property;
- C. Loss of homestead status on the property;
- D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
- E. Failure to file a renewal application with the time prescribed by Paragraph 3.

7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005, and Resolution No. 54:16 adopted on November 21, 2016.

Adopted this 21st day of November, 2016

SCHEELER

KELLY BEVANS GARY

President of the Council

Approved this 22nd day of November, 2016

MENKBADEAUX

DAVE BADEAUX EDWIN L.

Mayor

ATTEST: JENINIFER BERGMAN JAMES M. THOREEN
City Administrator

R E S O L U T I O N
NO. XX:22

RESOLUTION ESTABLISHING CRITERIA FOR DEFERMENT OF ASSESSMENTS

WHEREAS, Minnesota Statutes sections 435.193 through 435.195 authorize the City of Brainerd to defer the payment of special assessments imposed upon homestead property owned by qualified citizens; and

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

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

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

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

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

- B. The special assessments to be deferred must be multi-year assessments and the original principal amount must exceed \$300.00.
 - C. The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than \$173,800 (2022 assessment median homestead value per Crow Wing County).
5. The payment of an assessment may be deferred for any homestead property owner by:
- A. A person is 65 years of age or older for whom it would be a hardship to make the payments.
 - B. A person retired by reason of permanent and total disability for whom it would be a hardship to make payments. A disability shall be deemed to exist when the applicant presents a signed letter by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.
 - C. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service as defined in Section 19.05, subdivision 5b or 5c, as stated in the person's military orders for whom it would be a hardship to make the payments.
 - D. Veteran and received the market value exclusion for veterans with disability through Crow Wing County and for whom it would be hardship to make the payments with the exception of 4C.

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

6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:
- A. The death of the owner when there is no spouse who is eligible for deferment;
 - B. The sale, transfer, or subdivision of all or any part of the property;
 - C. Loss of homestead status on the property;

D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or

E. Failure to file a renewal application with the time prescribed by Paragraph 3.

7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005, and Resolution No. 54:16 adopted on November 21, 2016.

Adopted this ____ day of _____, 2022

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2022

DAVE BADEAUX BADEAUX
Mayor

ATTEST: _____
JENINIFER BERGMAN
City Administrator

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

October 17, 2022

6:30 PM

Council Chambers

WebEx Teleconference Call-In Information Call Toll-

Free: 1-844-992-4726 Access Code: 2489 922 5413

1. Approve Event/Street Closure Application- Spooktacular
2. Approve Event/ Alley Closure Application- Zion Lutheran Church Trunk or Treat
3. Discussion on Downtown Snow Removal and Special Services District
4. Discussion on North 3rd Street Sidewalk
5. Adopt Resolution Approving Title VI Program Plan
6. Approve Transit Capital Vehicle Grant Agreement- 2022 Bus Purchase
7. Approve HR Green Contract Amendment- Buffalo Hills Gully Project
8. Approve Proposal from Widseth for Engineering Services for SPRA Lum Park Road Project
9. Adopt Resolution Approving Agreement with CWC - SPRA Lum Park Road Project
10. Adopt Resolution Declaring Sufficiency of Petition and Setting a Public Hearing on a Vacation Commenced by a Majority of Abutting Landowners- Alley Blocks M and E, West Brainerd
11. Direction on Active Code Enforcement Cases

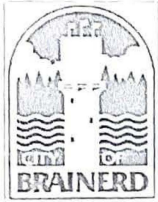


Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Approve Event/Street Closure Application - Spooktacular

☐ 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/PW Director Dehn	Department: Public Works
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 2 Minutes
Summary of Issue: Attached to this request is an event and street closure application for a Spooktacular event hosted by the Destination Downtown Brainerd Coalition to be held on October 29, 2022 from 8 a.m. - 3 p.m.	
Alternatives, Options, Effects on Others/Comments: The event consists of a trick or treat event with children's activities like pumpkin painting, cookie decorating, vendors selling goods, and live music. The applicant is requesting closure of S. 7th Street between Front and Laurel Streets, similarly as in previous years. Electrical usage is being requested with sound amplification for the music. The electrical outlets and supply along this block is paid for by the City.	
Recommended Action/Motion: Staff recommends approval of the attached event and street closure application with the conditions listed within the application.	
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: 10/4/22

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

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

Name of event: Spooktacular - a downtown trick or treat event

Organizer Information

Organizer's Name: Destination Downtown Brainerd Coalition
Organizer's Address: Po Box 1216 Brainerd, MN 56401
Event Contact Person: Rylie Weber
Event Contact Daytime Phone: 218-831-4870
Event Contact E-mail Address: rylie.fussy@gmail.com
Contact Name/Number Day of Event: Rylie - 218-831-4870
For Profit/Nonprofit Status (type): 501 c3 non profit

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
Saturday 10/24	8am	3pm	South 7th St, between front/Laurel

☐ 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:

Spook-tacular trick or treat event closing so. 7th to set up
children's activities - pumpkin painting, cookie decorating, live music

Site Information

Electrical usage

☒ Yes

☐ No

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

Electrical outlet needed for musicians, we have
previously used the light poles in front of open city thrift

Amplified Sound

☒ Yes

☐ No

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

Sound amp for live music, 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:

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):

South Seventh Between front & Laurel

Date and time for beginning of street closures: Saturday 10/29 8am

Date and time for reopening of streets: Saturday 10/29 3pm

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.

All activities will be taking place on Closed Streets
leaving sidewalks 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 eng@cityofmadison.com.

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:

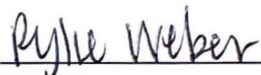
- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance 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

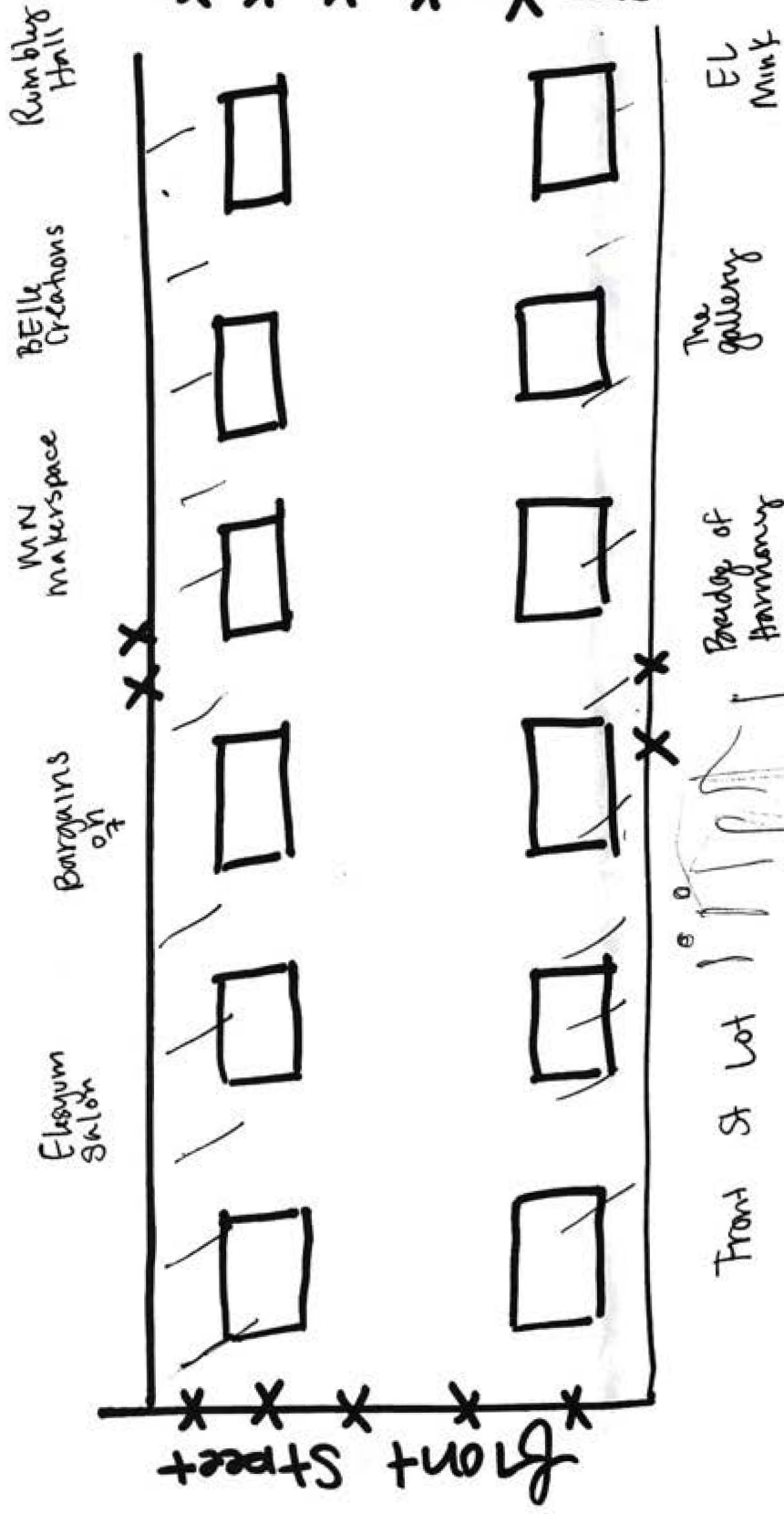


Print Name

* Side walks will be open for foot traffic

X = barricades to City Streets

- * 12-20 10x10 Foot prints for vendors
- * 6ft+ between Vendor Stations



DDEU Market Drawing - For Question, Contact Julie 219-831-4970

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		No comments
City Administration		No comments
Engineering Department	10/10/22 JD	See conditions below.
Fire Department		No comments
Fire Support/EMS		No comments
Parks Department		No comments
Planning Department		No comments
Police Department		No comments

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

Traffic control request submitted one week prior to the event. Submit required licenses, permits, and insurance to City Hall prior to the event. Remove all signs and banners after the event. Contact neighboring businesses adjacent to the S. 7th Street closure to inform them of 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):



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Approve Event/Alley Closure App - Zion Lutheran Church Trunk-or-Treat

☐ 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/PW Director Dehn	Department: All
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 2 Minutes
Summary of Issue: Attached to this request is an event/street closure application for the annual Zion Lutheran Church Trunk-or-Treat, to be held on October 30, 2022 from 4:00 pm to 8:00 pm in the Zion Lutheran Church parking lot.	
Alternatives, Options, Effects on Others/Comments: During the event, families will be invited to walk to all of the cars and get candy and treats. This is a safe alternative to trick-or-treat activities that require kids to go door to door. The church sets up a portable sound system for the event with music. The restrooms in the church will be available for the event. Flyers will be posted at local businesses. During this event, the church has in the past, and during this event, closed the north/south alley behind the church for the event. This is so that traffic cannot utilize the alley for safety reasons during the event. We have not had any issues with this closure in the past. Police Chief Bestul states that Police Department staff will also be in attendance at the event.	
Recommended Action/Motion: Staff recommends approval of the attached application with the conditions 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>	



SPECIAL EVENT APPLICATION

Date of Application: 10-11-22

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: Zion Lutheran Church Trunk-or-Treat

Organizer Information

Organizer's Name: Zion Lutheran Church
Organizer's Address: 220 N 8th Street
Event Contact Person: Jonathon Bailey
Event Contact Daytime Phone: 620-655-5395
Event Contact E-mail Address: jonathon.bailey35@gmail.com
Contact Name/Number Day of Event: Same as above
For Profit/Nonprofit Status (type): Church

Applicant information (if different from the event organizer):

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

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
10-31-2021	4:00 pm	8:00pm	Zion 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:

We will host our annual Trunk-or-Treat.

Families will be invited to walk to all of the cars and get candy and treats.

This is a safe alternative to Trick-or-Treat activities that require kids to go door to door.

Site Information

Electrical usage

☐

Yes

☐

No

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

Amplified Sound

☐

Yes

☐

No

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

We would set up a portable sound system with music.

Restrooms provided

☐

Yes

☐

No

If yes, how many 2 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: **the church will be available**

(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:

we will post flyers at local businesses.

We will have temporary signs the day of on Washington street directing people to our location.

Trash Receptacle Disposal

☐

Yes

☐

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

We would like to close the north south ally behind the church.

Date and time for beginning of street closures: 10-31-2021/ 4:00 pm

Date and time for reopening of streets: 10-31-2021/ 8:00pm

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.

All businesses can be serviced using the East/West allyon the south side of the church.

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

Jonathon Bailey

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.

X

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		No comments
City Administration		No comments
Engineering Department	10/11/22 JD	See conditions below
Fire Department		No comments
Fire Support/EMS		No comments
Parks Department		No comments
Planning Department		No comments
Police Department		No comments

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

Traffic control request submitted one week prior to the event. Submit required insurance to City Hall prior to 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):



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Discussion On Downtown Snow Removal And Special Services 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: City Engineer/PW Director Dehn	Department: Public Works
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 20 Minutes
Summary of Issue: This item is a follow up from a request at the October 3rd, 2022 City Council meeting to have further discussions on the Downtown Special Services District.	
Alternatives, Options, Effects on Others/Comments: Attached to this item is a presentation on the creation and purpose of the district, historical costs and allocations, previously heard comments, and next steps. Staff will present information on the district and proposes a public hearing to be held at the 1st Council meeting in November to collect public input on the district. Hearing notices would be published, mailed to affected property owners and businesses, and other affected parties.	
Recommended Action/Motion: Staff recommends setting the public hearing for November 7, 2022 at 7:30 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>	

City of Brainerd Downtown Snow Removal and Special Services District

Informational Session

Jessie Dehn, P.E. – City Engineer/Public Works Director
James Kramvik – Community Development Director
Shawn Middagh – Street and Sewer Foreman



Outcomes and Discussion Points

- Downtown Snow Removal and Special Services District – What is it?
 - Snow Removal
 - Special Services
- Purpose of the District
- District Cost Allocation and Assessment Procedures
- What We Have Been Hearing
- Conclusion and Next Steps



Snow Removal District – Creation and Purpose

- Established by Ordinance 884 and amended by Ordinance 918
 - Sidewalk snow removal assessed 100% to adjacent properties.
 - Street snow removal assessed at a rate calculated as the difference between the contracted cost to remove snow minus the cost for City forces to remove the snow from the streets.
- District:
 - Laurel Street – S. 6th Street to S. 8th Street
 - S. 7th Street – Maple Street to Front Street
 - Front Street – S. 6th Street to S. 8th Street
 - Downtown Parking Lots (Laurel Street, Burlington Northern, and Front/7th Street)
 - Downtown Alleys
 - Sidewalks Adjacent to Streets in District
- The District was created after downtown businesses at the time wanted a higher level of service for snow events than the City would typically provide others (in commercial or residential areas).
- The Contractor does not get called in unless 4 or more inches fall or is anticipated to fall. City forces take care of all other times at the City cost.



Snow Removal District – Creation and Purpose

- Created to Pay the Cost for Downtown Landscaping Maintenance and Garbage Pickup in Receptacles Downtown
 - Landscaping and cleanup used to be contracted completely to outside entities.
 - Recent years have led to the City hiring a downtown maintenance temporary employee and simply purchasing flowers for the urns and hanging baskets on the light poles.
 - This was requested by the downtown businesses to help beautify downtown.
 - Some businesses choose to go over and above by assisting the City to beautify certain areas in front of their business. This practice has become more prevalent downtown.



Snow Removal District – Ordinance No. 884

AN ORDINANCE ESTABLISHING A DOWNTOWN SIDEWALK SNOW REMOVAL ASSESSMENT DISTRICT

Ordinance No. 884

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

Purpose: The purpose of this ordinance is to provide timely snow removal from the streets and sidewalks in the core area of the Central Business District through contracting the removal of snow from sidewalks during declared snow emergencies and to assess said costs to the benefitting property owners.

SECTION ONE:

1. Sidewalk snow removal assessment district.

The district shall consist of all sidewalks abutting on the following streets:

Front Street from South 6th Street to South 8th Street
Laurel Street from South 6th Street to South 8th Street
Maple Street from South 6th Street to South 8th Street
South 7th Street from Front Street to Maple Street
East side of South 6th Street from Front Street to Maple Street
West side of South 8th Street from Front Street to Maple Street

2. Snow Removal

The city of Brainerd shall contract the removal of snow from the Sidewalk Snow Removal Assessment District effective on the date this ordinance takes effect.

The contracted snow removal will occur only during declared snow emergencies as defined by Brainerd City Code Section 1315.

Accumulations of snow which do not necessitate the declaration of a snow emergency and accumulations of ice shall be removed by the property owner in accordance with Ordinance No. 874, an ordinance amending Section 2010 of the Brainerd City Code pertaining to snow removal in the downtown area of Brainerd.

SECTION TWO:

1. Assessable costs.

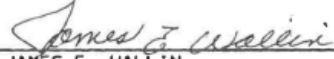
- A. Snow removal on sidewalks listed in section one.
- B. Administrative cost of City staff.

2. Assessment formula.

- A. The assessments to be levied against properties within the sidewalk snow removal district shall be distributed to those properties on the basis of front footage of property owned.
- B. The "Assessment Rate" per foot of property owned shall be determined by taking the sum of all assessable costs and dividing by the sum of front footage of property abutting the sidewalk snow removal assessment district.

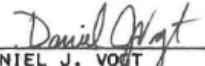
This ordinance shall take effect and be in force one week after its publication.

Adopted this 16th day of January, 1990.


JAMES E. WALLIN
President of City Council

Approved this 17th day of January, 1990.


ROBERT E. OLSON
Mayor

ATTEST: 
DANIEL J. VOOT
City Administrator

Published One Time: January 19, 1990



Snow Removal District – Ordinance No. 918

AN ORDINANCE AMENDING ORDINANCE NO. 884
PERTAINING TO DOWNTOWN SNOW
REMOVAL ASSESSMENT DISTRICT

Ordinance No. 918

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

Purpose: The purpose of this ordinance is to provide timely snow removal from the streets and sidewalks in the core area of the Central Business District through contracting the removal of snow from sidewalks and streets during declared snow emergencies and to assess said costs to the benefitting property owners.

SECTION ONE:

1. Snow Removal Assessment District.

The district shall consist of all the following streets and the abutting sidewalks:

Front Street from South 6th Street to South 8th Street
Laurel Street from South 6th Street to South 8th Street
Maple Street from South 6th Street to South 8th Street
South 7th Street from Front Street to Maple Street

2. Snow Removal.

The city of Brainerd shall contract the removal of snow from the Snow Removal Assessment District effective on the date this ordinance takes effect.

The contracted snow removal will occur only during declared snow emergencies as defined by Brainerd City Code Section 1315.

Accumulations of snow which do not necessitate the declaration of a snow emergency and accumulations of ice shall be removed from sidewalks by the property owner in accordance with Ordinance No. 874, an ordinance amending Section 2010 of the Brainerd City Code pertaining to snow removal in the downtown area of Brainerd. Following these accumulations of less than 4", the snow shall be removed from the streets by City forces.

SECTION TWO:

1. Assessable costs.

- A. Snow removal from sidewalks listed in Section One.
- B. The difference between the contracted cost of removing snow from the streets listed in Section One and the average cost for City forces to remove the snow from the streets.
- C. Administrative cost of City staff.

2. Assessment formula.

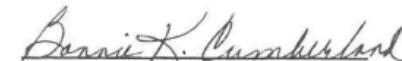
- A. The assessments to be levied against properties within the snow removal district shall be distributed to those properties on the basis of front footage of property owned.
- B. The "Assessment Rate" per foot of property owned shall be determined by taking the sum of all assessable costs and dividing by the sum of front footage of property abutting the snow removal assessment district.

This ordinance shall take effect and be in force one week after its publication.

Adopted this 16th day of December, 1991.


JAMES E. WALLIN
President of City Council

Approved this 17th day of December, 1991.


BONNIE K. CUMBERLAND
Mayor

ATTEST: 
DANIEL J. VOGT
City Administrator

Published One Time: December 26, 1991



Snow Removal District – Total Historical Costs

Downtown Snow Removal Costs					
Year	Inches of Snow Invoiced	Sidewalk Cost	Street and Lot Cost	Total Cost	Average Cost/Inch
2000-2001	33.5	\$ 3,417.00	\$ 21,573.50	\$ 24,990.50	\$ 745.99
2001-2002	39	\$ 3,978.00	\$ 25,185.00	\$ 29,163.00	\$ 747.77
2003-2004	26.5	\$ 2,557.50	\$ 16,300.00	\$ 18,857.50	\$ 711.60
2004-2005	19.5	\$ 1,932.50	\$ 12,500.00	\$ 14,432.50	\$ 740.13
2005-2006	8	\$ 765.00	\$ 5,100.00	\$ 5,865.00	\$ 733.13
2006-2007	35	\$ 3,765.00	\$ 20,100.00	\$ 23,865.00	\$ 681.86
2007-2008	29	\$ 3,135.00	\$ 20,900.00	\$ 24,035.00	\$ 828.79
2008-2009	48	\$ 5,270.00	\$ 35,000.00	\$ 40,270.00	\$ 838.96
2009-2010	12	\$ 1,810.00	\$ 10,600.00	\$ 12,410.00	\$ 1,034.17
2010-2011	36.5	\$ 5,642.50	\$ 31,850.00	\$ 37,492.50	\$ 1,027.19
2011-2012	9	\$ 1,375.00	\$ 7,900.00	\$ 9,275.00	\$ 1,030.56
2012-2013	46	\$ 7,090.00	\$ 40,200.00	\$ 47,290.00	\$ 1,028.04
2013-2014	24.3	\$ 4,341.00	\$ 23,100.00	\$ 27,441.00	\$ 1,129.26
2014-2015	5.3	\$ 1,210.00	\$ 5,595.00	\$ 6,805.00	\$ 1,283.96
2015-2016	9	\$ 2,310.00	\$ 10,285.00	\$ 12,595.00	\$ 1,399.44
2016-2017	21	\$ 5,073.74	\$ 26,101.56	\$ 31,175.30	\$ 1,484.54
2017-2018	45	\$ 10,903.33	\$ 54,629.72	\$ 65,533.05	\$ 1,456.29
2018-2019	59	\$ 15,956.97	\$ 76,873.35	\$ 92,830.32	\$ 1,573.40
2019-2020	50	\$ 13,888.16	\$ 69,441.02	\$ 83,329.18	\$ 1,666.58
2020-2021	37	\$ 10,839.74	\$ 51,652.43	\$ 62,492.17	\$ 1,688.98
2021-2022	60.5	\$ 35,577.21	\$ 65,153.31	\$ 100,730.52	\$ 1,664.97



Snow Removal District – Cost Allocation

- Costs are First Attributed by Percentage Area of Each Feature Downtown (excluding sidewalks assessed at 100%)
 - Streets - 50.3423%
 - Alleys - 14.3385%
 - Parking - 35.3192%
- Streets and Alleys – City pays 46.58% of the Area Splits.
- Streets and Alleys – Property Owners pay 53.42% of Area Splits (Assessed).
- Parking – Parking Lot Fund (City) pays 100% of Area Splits.
- Sidewalks – Property Owners pay 100% of Sidewalk Removal.
- The assessed 53.42% of Streets, Alleys, and Sidewalks Snow Removal is converted to an assessment rate per foot abutting each property. There is 3,260 front feet of private property within the district.
- The City pays its share of the front footage assessment rate for front footage at City-owned parking lots and alleys.
- Rate Splits for Streets is based on the difference of how much it would cost for the City to remove snow downtown along with the rest of the City. If the City performed this contracted function, level of service downtown and on other streets would decrease based on increased workload by Street Department staff.



Snow Removal District – Historical Allocations

Downtown Snow Removal Historical Allocations and Assessments						
Year	Inches of Snow Invoiced	Street and Sewer Fund (City)	Parking Lot Fund (City)	Private Property (Assessed)	Total	Combined Assessment Rate (Street and Sidewalk)
2000-2001	33.5	\$ 6,930.06	\$ 8,898.27	\$ 9,162.17	\$ 24,990.50	\$ 3.07
2001-2002	39	\$ 8,089.71	\$ 10,243.07	\$ 10,830.22	\$ 29,163.00	\$ 3.58
2003-2004	26.5	\$ 5,235.01	\$ 6,627.45	\$ 6,995.04	\$ 18,857.50	\$ 2.31
2004-2005	19.5	\$ 4,013.34	\$ 5,079.08	\$ 5,340.07	\$ 14,432.49	\$ 1.77
2005-2006	8	\$ 1,636.44	\$ 2,069.56	\$ 2,159.00	\$ 5,865.00	\$ 0.71
2006-2007	35	\$ 6,481.69	\$ 8,243.01	\$ 9,140.30	\$ 23,865.00	\$ 3.04
2007-2008	29	\$ 6,706.18	\$ 8,481.14	\$ 8,847.68	\$ 24,035.00	\$ 2.92
2008-2009	48	\$ 11,231.30	\$ 14,205.17	\$ 14,833.52	\$ 40,269.99	\$ 4.90
2009-2010	12	\$ 3,428.62	\$ 4,375.03	\$ 4,606.35	\$ 12,410.00	\$ 1.68
2010-2011	36.5	\$ 10,310.79	\$ 13,169.24	\$ 14,012.47	\$ 37,492.50	\$ 5.11
2011-2012	9	\$ 2,556.41	\$ 3,263.64	\$ 3,454.95	\$ 9,275.00	\$ 1.26
2012-2013	46	\$ 13,012.57	\$ 16,618.11	\$ 17,659.32	\$ 47,290.00	\$ 6.44
2013-2014	24.3	\$ 7,488.83	\$ 9,579.99	\$ 10,372.17	\$ 27,440.99	\$ 3.78
2014-2015	5.3	\$ 1,820.66	\$ 2,338.64	\$ 2,645.70	\$ 6,805.00	\$ 0.96
2015-2016	9	\$ 3,350.51	\$ 4,308.89	\$ 4,935.60	\$ 12,595.00	\$ 1.80
2016-2017	21	\$ 8,469.16	\$ 10,844.25	\$ 11,861.89	\$ 31,175.30	\$ 4.32
2017-2018	45	\$ 17,737.88	\$ 22,729.44	\$ 25,065.73	\$ 65,533.05	\$ 9.13
2018-2019	59	\$ 24,986.60	\$ 32,055.04	\$ 35,788.68	\$ 92,830.32	\$ 13.04
2019-2020	50	\$ 22,548.24	\$ 28,895.19	\$ 31,885.75	\$ 83,329.18	\$ 11.62
2020-2021	37	\$ 16,793.96	\$ 21,551.90	\$ 24,146.31	\$ 62,492.17	\$ 8.80
2021-2022	60.5	\$ 22,124.23	\$ 29,711.49	\$ 48,894.80	\$ 100,730.52	\$ 17.82



Special Services District

- Created to Pay the Cost for Downtown Landscaping Maintenance and Garbage Pickup in Receptacles Downtown
- Historically, the City had hired a landscaping and maintenance contractor to perform all the duties of landscaping, providing flowers, weeding, picking up trash, etc. in the downtown district.
- More recently, the City has hired a downtown maintenance summer employee to provide this service, along with City staff simply procuring the landscape materials and planting utilizing staff time.
- This change has been largely communicated to the downtown property owners and has received good feedback.



Special Services District – Total Historical Costs

Downtown Special Services Cost (Landscaping and Garbage)				
Year	Private Property	Parking Lot Fund	Total Cost	Assessment Rate
2010-2011	\$ 12,225.35	\$ 1,675.19	\$13,900.54	\$ 4.45
2011-2012	\$ 15,687.05	\$ 2,149.54	\$17,836.59	\$ 5.72
2012-2013	\$ 13,674.00	\$ 1,873.70	\$15,547.70	\$ 4.98
2013-2014	\$ 14,418.84	\$ 1,975.76	\$16,394.60	\$ 5.25
2014-2015	\$ 11,143.85	\$ 1,527.00	\$12,670.85	\$ 4.06
2015-2016	\$ 11,918.48	\$ 1,633.14	\$13,551.62	\$ 4.34
2016-2017	\$ 13,901.23	\$ 1,904.83	\$15,806.06	\$ 5.06
2017-2018	\$ 13,901.23	\$ 1,904.83	\$15,806.06	\$ 5.06
2018-2019	\$ 15,810.64	\$ 2,166.47	\$17,977.11	\$ 5.76
2019-2020	\$ 9,163.32	\$ 1,255.61	\$10,418.93	\$ 3.34
2020-2021	\$ 11,561.98	\$ 1,584.30	\$13,146.28	\$ 4.21
2021-2022	\$ 11,507.79	\$ 1,576.87	\$13,084.66	\$ 4.19



What We Have Heard Previously (2021)

- Is there a way to redistribute fees for the special services district?
- Ordinance not re-evaluated since 1990 when put in place.
- Accepting bid for same contractor each year, raising cost by 5%, is unfair.
- Beautification and other services benefiting all people visiting downtown, not just the owners.
- The assessment benefits all businesses downtown.
- Services allow customers to choose shopping locally.
- Business owner does not have time to dedicate to servicing outside of the business.
- Feels strongly that the special services provided is vital to the accessibility, cleanliness, and safety of visiting downtown Brainerd.



What We Have Been Hearing

- Potential Pitfalls to Removing the Special Services District
 - Maintenance and beautification downtown does not continue to levels it has been (flowers, garbage receptacles, snow removal, etc.).
 - Snow removal treated like the rest of the commercial and residential districts (windrowed to middle, sidewalks become property owner responsibility, snow gets left after sidewalk shoveling, snow pickup happens 24-48 hours later, sidewalk snow left at curb, etc.).
 - Level of service downtown decreases (snow removal and landscaping).
 - The need to change City-wide snow removal practices to fit downtown in the schedule (streets, parking lots, and alleys) – decreases level of service City-wide.
 - Alley's snow covered and last priority for City.
 - Sidewalks/streets/alleys/parking lots not cleaned in as timely of a manner (currently, downtown is completely removed of snow by noon after an event).



Next Steps

- Public Hearing proposed on November 7th, 2022 at the Council Meeting.
- Determine future of the Downtown Special Services District and propose any changes, if needed
 - Keep the Special Services District as-is
 - Keep the District as-is, contract out landscaping and/or watering
 - Change cost sharing splits between City and Assessed
 - Eliminate the Special Services District



NOTICE OF HEARING ON DOWNTOWN SPECIAL SERVICES DISTRICT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on November 7, 2022, to collect public input regarding the following improvements:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

Dated this 18th day of October 2022

Jennifer Bergman
City Administrator

Any individual needing special accommodations please call 828-2307.

Publish – 2 times on
October 19th, 2022 and October 26th, 2022



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Discussion on North 3rd Street Sidewalk

☐ 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/PW Director Dehn	Department: Engineering
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff is requesting direction on sidewalk replacement on North 3rd Street between Kingwood Street and Ivy Street. There has also been a request to review blocks of Juniper and N. 1st Street and whether they could be included with the 21-12 North Brainerd reconstruction project.	
Alternatives, Options, Effects on Others/Comments: See attached memo.	
Recommended Action/Motion: Staff recommends proceeding with executing Option #4 and directing DeChantal Excavating to add the segments of sidewalk. Staff recommends not including the additional blocks of Juniper and N. 1st Street in the 21-12 North Brainerd reconstruction project. Staff recommends including an RRFB crossing N. 3rd Street at Holly Street/Essentia Health.	
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>Approx 21,700</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> The change order would be funded through the 400 construction fund. This change order is roughly 0.5% of the overall contract cost.	



MEMO

TO: SAFETY & PUBLIC WORKS COMMITTEE

FROM: CITY ENGINEER/PUBLIC WORKS DIRECTOR JESSIE DEHN

DATE: OCTOBER 17, 2022

SUBJECT: IMPROVEMENT 21-12 DISCUSSION

NORTH 3RD STREET SIDEWALK

On May 16, 2022, City Council awarded Improvement 21-12 - North Brainerd Reconstruction project to DeChantal Excavating and was originally intended for construction during the summer of 2022. Due to supply chain issues regarding watermain materials, the project was delayed until 2023.

Currently, the plans include varying segments of sidewalk along North 3rd Street between Washington Street (TH 210) and the hospital. On the west side of North 3rd Street, there is sidewalk either planned to be replaced or left in place on the entire corridor. The east side of North 3rd Street has sections of the corridor that do not have sidewalk currently and none planned as part of the project.

On the east side of North 3rd Street, there is currently sidewalk north of the alley between Washington Street and Kingwood Street. This block of sidewalk will be either replaced or left in place north of the alley and new sidewalk placed on south of the alley through the project. Between Kingwood Street and Juniper Street, there is no sidewalk currently and the project does not include construction of new sidewalk. Between Juniper Street and Ivy Street, there is sidewalk only north of the 418 N. 3rd Street driveway. This sidewalk is currently planned to be removed as part of the project and not re-installed. Between Ivy Street and Holly Street, there is sidewalk currently and will be replaced or left in place as part of the project.

In August, the property owner at 422 N. 3rd Street requested that the plans be adjusted so that the existing sidewalk adjacent to their property is not removed as part of the project. If this segment of sidewalk is not removed, the project would have some additional cost savings from quantity reduction of roughly \$500 but additional costs to replace additional segments for ADA accessibility would likely offset much of those savings. Generally, segments of sidewalk that do not have connection to adjacent sidewalks or streets are either removed or extended. Sidewalks with “dead ends”, such as this situation, can create confusion for pedestrians expecting a connection or difficulty for those with accessibility needs to navigate the area without an appropriate connection.

Jessie Dehn, P.E.
City Engineer/Public Works Director
City of Brainerd, MN

Council requested that staff collect input from property owners adjacent to the possible sidewalk extension segments. There are 3 parcels adjacent to N. 3rd Street that do not have sidewalk currently but could have sidewalk constructed should the Council direct staff to proceed in that direction. A summary of the comments received from property owners are below:

- **301 Juniper Street** (Mohammed El-Bashir, owner) – *Absolutely love it. There are a number of people who walk with kids and right now have to go on the road. Putting sidewalk here would make the whole neighborhood more walkable. Willing to provide something to show the support for adding the sidewalk.*
- **302 Juniper Street** (Carter Kuehn) – *Would not be supportive of putting in the sidewalk next to the property. Would be extra expense of maintaining and snow removal. Would also not want to lose landscaping and trees outside of what is already planned.*
- **523 N. 3rd Street** (Essentia Health/St. Joseph’s Medical Center, Spoke with Jason in Facilities) – *Has no problem at all with putting in sidewalk on this section. Not an issue for maintenance and less area to have to mow. Would have several staff that walk who would appreciate the additional sidewalk.*

Staff is requesting direction on how to address the sidewalk on the east side of North 3rd Street between Kingwood Street and Ivy Street. There are several options to consider. Below is a listing of options, pros and cons of each, as well as an approximate financial effect on the project.

Option #1: Leave plans unchanged, remove sidewalk on north half of block between Juniper and Ivy.	
Pros	Cons
No additional cost required	422 property loses sidewalk requested to leave
Eliminate “dead end” sidewalk issues	Less walkable area within the corridor
Approximate Financial Impact: None	

Option #2: Adjust plans to leave existing sidewalk on north half of block between Juniper and Ivy, to the extent feasible.	
Pros	Cons
Satisfies 422 property owner request	“Dead end” sidewalk issue remains
Additional off-street walkable space	
Approximate Financial Impact: None	

Option #3: Adjust plans to leave existing sidewalk on north half of block and install new sidewalk on south half of block between Juniper and Ivy.	
Pros	Cons
Satisfies 422 property owner request	Additional cost investment
Additional off-street walkable space	Loss of tree(s) and shrubs

Jessie Dehn, P.E.
City Engineer/Public Works Director
City of Brainerd, MN

Connection made to adjacent walks on Juniper	Sidewalk gap between Kingwood and Juniper remains
Approximate Financial Impact: Additional \$7,700	

Option #4: Adjust plans to leave existing sidewalk on north half of block and install new sidewalk on south half of block between Juniper and Ivy and between Kingwood and Juniper.	
Pros	Cons
Satisfies 422 property owner request	Higher additional cost investment
Additional off-street walkable space	302 Juniper property owner not supportive of sidewalk and loss of vegetation/trees
Full connections to all adjacent walks and to Washington Street	
Approximate Financial Impact: Additional \$21,700	

JUNIPER AND N. 1ST STREET REQUESTS FOR ADDITION TO THE PROJECT

Staff also received a request to review the blocks of Juniper Street between N. 2nd and N. 1st Streets and N. 1st Street between Juniper and Ivy Streets. The request included review of the reasoning of why these blocks were not included in the original scope of the reconstruction project immediately adjacent to this area and if the scope of the project could be amended to include this area with construction in 2023.

Likely, these segments were not included in the North Brainerd reconstruction project scope due to their age. These two blocks were constructed in 1988 while much of the rest of the project area was original construction from between the 1910's and 70's. Likely the utilities are in decent condition on these two blocks and not requiring replacement.

The two blocks have pavement showing signs of wear and fatigue, which does agree with our pavement ratings. These pavement ratings are like the rest of the blocks that are included with the project. Based on the age of the infrastructure and utilities below, these two blocks would likely be better candidates for a resurfacing or pavement replacement project rather than inclusion as a full reconstruction.

It would be very difficult to include these two blocks as part of this project. There are several reasons that would make including these blocks into the project difficult.

- Would need to begin the 429 Assessment process immediately including the following:
 - o Feasibility Report
 - o Hearing on Improvement
- The Bonding structure used to fund the rest of the project likely has a specific scope and limits of work.
- Would likely need to have a separate bond which will be difficult to manage two bond funds on the same project.

Jessie Dehn, P.E.
City Engineer/Public Works Director
City of Brainerd, MN

- Utility fund budgets do not have these areas identified in budgets (BPU watermain, sanitary sewer, storm sewer).
- Lack of survey completed in this area.
- No design for reconstruction on these segments.
- Staffing concerns with adding additional segments to a large reconstruction project.

These blocks are likely poor candidates for reconstruction as opposed to a resurfacing or pavement replacement project. Based on the age of the street segments and the reasons listed above, staff would recommend that these blocks not be included within the scope of the North Brainerd reconstruction project expected for construction in 2023. It would be the intention to include considerations for these blocks in a future resurfacing project.

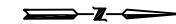
POSSIBLE RECTANGULAR RAPID FLASHING BEACON (RRFB) ADDITION TO THE PROJECT

Staff received a request to explore the possibility of including an RRFB installation located at the “main” pedestrian crossing connecting the parking lots adjacent to Holly Street to the hospital on the west side of N. 3rd Street. After review, it appears that it would be feasible to include this installation in the corridor. Based on the higher concentration of pedestrian crossings at this location and N. 3rd Street being a thru route without stop control, staff feels that installation of this crossing enhancement would be warranted.

TAPCO provided a quote for an RRFB assembly for materials and delivery only at a cost of \$8,768.06. Installation would likely be a few thousand dollars above that amount. It is likely that staff would be able to include this installation for less than \$15,000.

Should Council wish to include this installation in the project, staff would explore the best avenue to include this. Options would be to change order the work into the existing contract with DeChantal. The other option would be to order and install this sign assembly separate from the contract.

3RD ST. (STA. 10+00.00 TO 18+00.00)



0 15 30 60
SCALE IN FEET

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BIT.

BEGIN IMP. NO. 21-12
STA. 10+00.00

6" CONCRETE WALK

BP: 10+00.00
10+00

80.00' R/W

WASHINGTON ST.
(STA. 10+00.00)

6" CONCRETE WALK

KINGWOOD ST.
(STA. 13+79.36)

JUNIPER ST.
(STA. 17+61.77)

GENERAL CONSTRUCTION NOTES

1. THE LOCATION OF THE UNDERGROUND UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION BEFORE STARTING WORK.
2. CONSTRUCTION LIMITS ARE WITHIN THE R.O.W. AND EASEMENTS SHOWN.
3. IF NEEDED STREET/ROAD SIGNS TO BE REMOVED AND REPLACED BY THE CITY OF BRAINERD STREET DEPT. CITY STREET DEPT. TO INSTALL NEW STREET SIGNS.
4. IF NEEDED BRAINERD PUBLIC UTILITIES TO REMOVE AND REPLACE STREET LIGHT POLES. CONTRACTOR TO COORDINATE WITH B.P.U. TO ALLOW TIME FOR REMOVAL AND REPLACEMENT.
5. ALL SANITARY AND STORM SEWER MANHOLES SHALL HAVE NEW FRAMES, CASTINGS & EXTERNAL CASTING SEALS.

REMOVAL / CONSTRUCTION NOTES

- 1 SAW CUT BITUMINOUS MAINLINE PAVEMENT & REMOVE BITUMINOUS.
- 2 SAW CUT BITUMINOUS DRIVEWAY PAVEMENT & REMOVE BITUMINOUS
- 3 SAW CUT CONCRETE DRIVEWAY PAVEMENT & REMOVE CONCRETE.
- 4 SAW CUT CONCRETE SIDEWALK & REMOVE CONCRETE.
- 5 REMOVE CONCRETE STEPS.
- 6 REMOVE CONCRETE CURB & GUTTER.
- 7 REMOVE CONCRETE VALLEY GUTTER.
- 8 SALVAGE AND REINSTALL MAILBOX.
- 9 SALVAGE AND REINSTALL FENCE.
- 10 SALVAGE AND REINSTALL RAILING.
- 11 REMOVE STONE PAVERS.
- 12 REMOVE SHRUB.
- 13 REMOVE TREE (CLEAR AND GRUB).
- 14 REMOVE STUMP.
- 15 REMOVE EXISTING AND INSTALL NEW LANDSCAPE ROCK.
- 16 REMOVE EXISTING AND INSTALL NEW WOOD MULCH.
- 17 REMOVE EXISTING AND INSTALL NEW LANDSCAPE EDGER.
- 18 TRIM TREE.
- 19 SALVAGE AND REINSTALL BOULDERS.
- 20 SALVAGE AND REINSTALL STONE PAVERS.
- 21 INSTALL GEOTEXTILE FABRIC FOR LANDSCAPING..
- 22 INSTALL DECIDUOUS TREE 2" B & B.
- 23 INSTALL CONIFEROUS TREE 8' HT. B & B.
- 24 INSTALL DECIDUOUS SHRUB 4' B & B.
- 25 TRANSPLANT SHRUB.
- 26 INSTALL B618 CURB AND GUTTER.
- 27 INSTALL B624 CURB AND GUTTER.
- 28 INSTALL V6 CURB AND GUTTER.
- 29 INSTALL STONE PAVERS.
- 30 INSTALL 4.00" CONCRETE SIDEWALK.
- 31 INSTALL 6.00" CONCRETE SIDEWALK & TRUNCATED DOMES (RED).
- 32 INSTALL 4.00" COLORED CONCRETE SIDEWALK.
- 33 INSTALL 6.00" COLORED CONCRETE SIDEWALK.
- 34 INSTALL 7.00" CONCRETE DRIVEWAY.
- 35 INSTALL CONCRETE STAIRWAY.
- 36 REMOVE GRAVEL, RE-GRADE & REPLACE WITH 4.00" CLASS 5 AGGREGATE BASE.
- 37 INSTALL 2.00" BITUMINOUS AND 4.00" CLASS 5 AGGREGATE BASE.
- 38 REMOVE SANITARY CASTING, INSTALL NEW A-7 CASTING AND SEAL.
- 39 REMOVE STORM CATCHBASIN CASTING, INSTALL NEW B-3 CASTING.
- 40 REMOVE 7.00" CONCRETE PAVEMENT.

REV. #

DATE



CITY OF BRAINERD

ENGINEERING DEPARTMENT
501 LAUREL STREET
BRAINERD, MN 56401

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

Paul Sandy, P.E. Date 04/01/22 License No. 53635

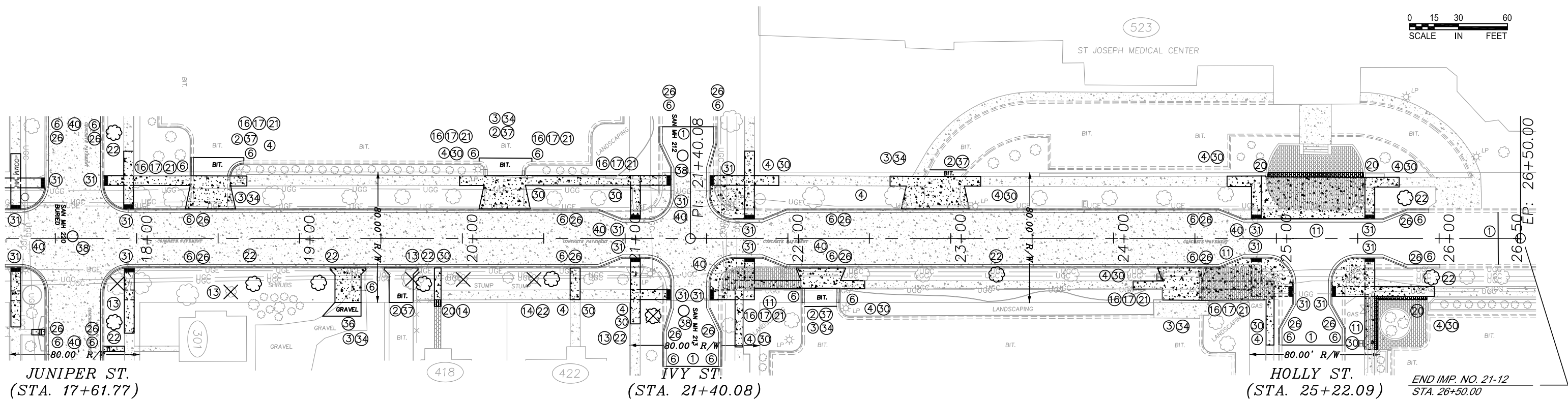
NORTH BRAINERD RECONSTRUCTION

IMPROVEMENT NO. 21-12

PLAN & REMOVAL

SHEET 43 OF 78

3RD ST. (STA. 18+00.00 TO 26+50.00)



GENERAL CONSTRUCTION NOTES

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- 40 REMOVE 7.00" CONCRETE PAVEMENT.

REV. #

DATE



CITY OF BRAINERD

ENGINEERING DEPARTMENT
501 LAUREL STREET
BRAINERD, MN 56401

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

Paul Sandy, P.E.

Date 04/01/22

License No. 53635

NORTH BRAINERD RECONSTRUCTION

IMPROVEMENT NO. 21-12

PLAN & REMOVAL

SHEET 44 OF 78



Safe travels:

Traffic and Parking Control Co., Inc.

5100 West Brown Deer Road

Brown Deer, Wisconsin 53223

Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q22016946
Date	10/11/2022
Page	1

Sell To Cust. C96569	The City of Brainerd Jessie Dehn 501 Laurel St BRAINERD, MN 56401 USA			Ship To Cust.	The City of Brainerd Jessie Dehn 501 Laurel St BRAINERD, MN 56401 USA	
Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
RRFB		11/10/2022	Deidre Jones	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
	Double-Sided AC w/Radio RRFB System iNX Push Buttons:				
600632	PEDX RRFB, 120VAC, Radio, SOP, DS, Amber, iNX, H Pole 2x	1	EA	5,755.50	\$5,755.50
500603	AC RRFB	2	Each		
2180-BRKT-R	Cabinet Bracket Set, Fits Round Poles 2-3/8 & Up,	2	Each		
144162	Push Button, iNX, No Braille, Yellow	2	Each		
146153-50	Cable, Bulk, 6C 18AWG, Outdoor/Burial Rated,	1	Each		
138089	RRFB, Dimmable, Assembly with Universal	4	Each		
145332	Grommet Kit, Five 5/8" ID, Two 7/8" ID, Bagged	2	Each		
IGK0007	Install Guide Kit,Install Guide,RRFB,Crosswalk,	1	Each		
373-05075	W11-2,30"x30"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec - Fluorescent Yellow-Green Sign	4	EA	98.36	\$393.44
117357	W16-7mPR,24"x18"x.080 DG3 FYG, MN Spec Diagonal Right Down Arrow (C1502116)	2	EA	73.56	\$147.12
117358	W16-7mPL,24"x18"x.080 DG3 FYG, MN Spec Diagonal Left Down Arrow (C1502115)	2	EA	73.56	\$147.12
373-1380A	Standard Aluminum Pole,13' Schedule 80 6061- T6 4.5" OD, T.O.E. Stamped,Anodized Clear	2	EA	562.50	\$1,125.00
203-00014A	Base,Aluminum,Square,Anodized Clear Door,SP- 5444-PNC	2	EA	283.50	\$567.00
109482A	Collar Assembly for Square Aluminum Base PB- 5325, Anodized Clear	2	EA	147.56	\$295.12
111937	J-Bolt 5/8-11x4x18" GR 55Galv w/Nut & 5/8" Washer Set	8	EA	16.16	\$129.28

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$8,768.06	\$0.00	\$0.00	\$8,768.06

All prices are listed in **US Dollars (USD)**

For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.

5100 West Brown Deer Road

Brown Deer, Wisconsin 53223

Phone (800) 236-0112 • TAPCONet.com • Fax (800) 444-0331

SALES QUOTE

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Number	Q22016946
Date	10/11/2022
Page	2

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Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
RRFB		11/10/2022	Deidre Jones	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
030-00006	Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized For 1" A/B, for use w/item # 111644 (not incl)	8	EA	5.36	\$42.88
107265	Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	4	EA	41.40	\$165.60

Plus Shipping and Handling

Furnish only quote. Installation is not included.
Solar powered equipment requires no shading
or obstructions

TAPCO will make every effort to ship all systems
in normal process; however, as a result of global
supply chain constraints some components might
be
impacted by extended lead times.

Thank you! Deidre Jones
Email: Deidre.jones@tapconet.com
Phone: 262-649-5227

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$8,768.06	\$0.00	\$0.00	\$8,768.06

All prices are listed in **US Dollars (USD)**

For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Adopt Resolution Approving Title VI Program Plan

☐ 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/PW Director Dehn	Department: Transit
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 2 Minutes
Summary of Issue: Brainerd is required to have a resolution that endorses the Brainerd and Crow Wing County Public Transit System's Title VI Program Plan.	
Alternatives, Options, Effects on Others/Comments: The Brainerd and Crow Wing County Public Transit System receives federal funding from the Federal Transit Administration (FTA). In receiving that funding, there are several requirements for our Transit program that we are required to abide. One of which is developing and following a Title VI Program. The Title VI Program is in place to prohibit discrimination based on race, color, or national origin. There are several facets of the plan including public comments, staff training, evaluation and review, and more. The draft Title VI plan will be presented to the TAC Committee at their October meeting.	
Recommended Action/Motion: Staff recommends the approval of the resolution endorsing the Transit Program's Title VI Program.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Resolution Number xxxx-22

CITY OF BRAINERD

RESOLUTION

**APPROVAL OF TITLE VI PROGRAM PLAN
for Brainerd and Crow Wing Public Transit System**

A resolution endorsing Brainerd and Crow Wing Public Transit System Title VI Program Plan.

WHEREAS, the Brainerd and Crow Wing Public Transit System under the Title VI and the Civil Rights Act of 1964, is committed to a Title VI Program that prohibit discrimination by/from based on race, color, or national origin.

WHEREAS, the Brainerd and Crow Wing Public Transit System's must establish a Title VI Program that meets Federal Transit Administration (FTA) guidelines (Circular 4702), as stated and provided in the Brainerd and Crow Wing Public Transit System's MnDOT data management system, known as BlackCat, requires the following compliance elements:

- Notification to the Public of their rights under Title VI of the Civil Rights Act;
- A Complaint Procedures and Complaint Form;
- A list of the transit-related Title VI Investigations, Complaints, and Lawsuits;
- A Public Participation Program;
- A Language Assistance Plan to ensure reasonable access to information for those with Limited English Proficiency;
- A chart of the minority status of members of any non-elected decision-making board and/or committees;
- Title VI training program for staff; and
- Governing Body/Organizational Body Resolution adopting Title VI Program Plan.

BE IT RESOLVED THAT Brainerd and Crow Wing Public Transit System will follow the Title VI Program Plan compliance elements to ensure all passengers and staff are treated equally.

BE IT RESOLVED THAT Brainerd and Crow Wing Public Transit System shall review and adopt or update all Title VI Program requirements every three (3) years. Said adoption or updates will include a public comment period for input in program plan.

BE IT FURTHER RESOLVED THAT City of Brainerd City Council authorizes the City Administrator to implement and oversee compliance of Brainerd and Crow Wing Public Transit System 2022 Title VI Program.

CERTIFICATION

I certify that the above resolution is a true and correct copy of the resolution presented to and adopted by the City of Brainerd City Council at a duly authorized meeting thereof held on 17th day of October, 2022, as shown by the minutes of said meeting in my possession and attached.

Adopted this 17th day of October, 2022

Kelly Bevans
President of the Council

Approved this 17th day of October, 2022

Dave Badeaux
Mayor

ATTEST: _____
Jennifer Bergman
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Approve Transit Capital Vehicle Grant Agreement - 2022 Bus Purchase

☐ 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/PW Director Dehn	Department: Transit
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 5 Minutes
Summary of Issue: The Transit department budgeted for a replacement Class 400 bus purchase in 2022 through the Capital Vehicle grant.	
Alternatives, Options, Effects on Others/Comments: The vehicle cost is included in the 2022 grant award and is allocated 10% local share and 90% State/Federal Share of the contract amount. The grant agreement states that the local share may be up to 20% as per the transit agreement with MnDOT. The transit department typically budgets for one new bus a year, with the typically 20% local share split between all of the agencies involved in the Brainerd and Crow Wing County Public Transit System. Brainerd's portion is covered through collected fares within the Brainerd system. Once the agreement has been signed and returned, MnDOT will provide staff with instructions on vehicle ordering to place the order. Based on the grant agreement, the signed agreement has to be signed and returned by October 28th.	
Recommended Action/Motion: Staff recommends executing the agreement with the FTA and MnDOT Transit for the purchase of the 2022 budgeted bus at a local cost of \$13,100.	
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> \$ 13,100 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> We budget for one new bus a year, with the 10% local share being covered by Transit Fund 203 and split proportionately to the different agreements within the transit system.	

Federal Award Information Cover Sheet

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from the State of Minnesota ("Recipient/pass-through entity") to *City of Brainerd* ("Subrecipient").

(i) Subrecipient Name: City of Brainerd	(ii) Subrecipient DUNS Number (Unique entity Identifier): HRDWXDBU3M45
(vi) Subaward Budget Period Start and End Date: Upon execution – 1/31/2025	(xii) Assistance Listing Name (aka CFDA) and Number: Formula Grants for Rural Areas 20.509
(iii) Federal Award Identification Number: MN-2020-020-02	(iv) Federal Award Date: 8/16/2022

(xiii) <i>Is the Award for Research and Development?</i> ☐ Yes ☒ No
(x) Federal Award Project Description: For the purchase of vehicle(s) and vehicle related equipment.
(v) Subaward Period of Performance Start and End Date: <u>Upon Execution – 1/31/2025</u>

(xiv) Indirect Cost rate for the Federal award: 10 % or approved indirect cost rate: N/A	(viii) Total Amount of Federal Funds Obligated to the subrecipient: \$104,800
(vii) Amount of Federal Funds Obligated by this Action to subrecipient: \$104,800	(ix) Total Amount of the Federal Award Committed to subrecipient: \$104,800

(xi) Contact for Federal Agency:

Agency: Federal Transit Administration

Name: William Wheeler

Address: USDOT FTA 200 West Adams St
Suite 320 Chicago, IL 60606

Phone: 312-353-2639

Email: William.wheeler@dot.gov

(xi) Contact for Recipient:

Agency: State of Minnesota

Name: Torey Hunkus

Address: 395 John Ireland Blvd MS 430 St. Paul,
MN 55155

Phone: _____

Email: Victoria.Hunkus@state.mn.us

2022 Section 5311 Capital Vehicle Grant Agreement

This Grant Agreement is made between the state of Minnesota, acting by and through its Commissioner of Transportation (“STATE”) and City of Brainerd, a government entity (“RECIPIENT”).

BACKGROUND

The purpose of this Grant Agreement is for STATE to administer financial assistance received through state and federally funded programs to the RECIPIENT under Minnesota Statutes Section 174.24, Public Transit Participation Program. The Grant Agreement funds are to be used for the purchase of vehicles and vehicle related equipment associated with the RECIPIENT’s public transit operating system.

NOW therefore, it is agreed:

1. Terms of Grant Agreement

- 1.1. *Effective Date/Commencement of Work:*** This Grant Agreement is effective on, and RECIPIENT must not begin work until, the date the STATE obtains all required signatures under Minnesota Statutes § 16B.98, subdivision 5.
- 1.2. *Offer and Acceptance Terms:*** When transmitted by STATE to RECIPIENT, this Grant Agreement constitutes an offer which expires if RECIPIENT does not accept, sign and return to STATE within 30 calendar days of transmittal, unless STATE grants an extension in writing at RECIPIENT’s request.
- 1.3. *Expiration Date:*** This Grant Agreement will expire on January 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4. *Survival of Terms:*** All clauses in this Grant Agreement which impose obligations continuing in their nature and which must survive in order to give effect to their meaning, including those involving the operating, maintaining and possessing of vehicle(s) purchased through this Grant Agreement, will survive the expiration, or termination of this Grant Agreement.

2. Responsibilities of RECIPIENT

- 2.1. *Making Capital Vehicle and Vehicle Related Equipment Purchases***

RECIPIENT will make capital vehicle and vehicle related equipment purchases for its public transit operating program in accordance with all applicable federal, state, and local laws, rules and regulations, including:

 - 2.1.1.** Minnesota Statutes, Section 174.21 to 174.24;
 - 2.1.2.** Minnesota Rules, Chapter 8835, *Public Transit*;
 - 2.1.3.** FTA Circular 4220 *Third Party Contracting Guidance*, as amended;
 - 2.1.4.** 2 CFR 200 Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended; and
 - 2.1.5.** RECIPIENT’s *Capital Application Plan* as approved by STATE, which is incorporated by reference into this Grant Agreement. The *Capital Application Plan* may be changed upon prior written approval by STATE.
 - 2.1.6.** Current FTA *Master Agreement*, which is incorporated by reference into this Grant Agreement and will be available upon publication by the FTA at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements> ;
 - 2.1.7. *Telecommunications Certification.*** By signing this agreement, RECIPIENT certifies that, consistent with Section 889 of the John S. McCain National Defense

Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, RECIPIENT will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. RECIPIENT will include this certification as a flow down clause in any contract related to this agreement.

2.2. Local Share

RECIPIENT will provide a Local Share in an amount as indicated in **Exhibit I, Financial Assistance**, which is attached and incorporated into this Grant Agreement. RECIPIENT agrees to be responsible for any costs that exceed the STATE-approved eligible costs.

2.3. Vehicle Procurements

2.3.1. Rural and Small Urban Transit Systems

RECIPIENTS that provide rural and small urban transit service, as defined in Minnesota Statutes, Section 174.22, subdivisions 12 and 14, must be an approved member of Minnesota’s State Cooperative Purchasing Venture (CPV). RECIPIENT agrees to participate, purchase vehicles and comply with the CPV.

2.3.2. Urbanized Transit Systems

RECIPIENTS that provide urbanized area service, as defined in Minnesota Statutes, Section 174.22, subdivision 15, will purchase vehicles through an independent or a cooperative procurement process of their choice. RECIPIENT must be an approved member of Minnesota’s Cooperative Purchasing Venture (CPV) to purchase vehicles through STATE’s cooperative vehicle procurement process.

2.3.3. Service and Support Vehicles

For the procurement of service or support vehicles, RECIPIENT will follow and document its own procurement procedures and agrees to work with STATE to ensure compliance with STATE’s procurement procedures. RECIPIENT will provide STATE with a copy of its current procurement policy and procedures.

2.4. Ordering Vehicles

2.4.1. Rural and Small Urban Transit Systems

RECIPIENT has 60 days after it receives vehicle ordering documents from STATE’s Vehicle Procurement Coordinator (“Coordinator”) to complete the requested information and submit its vehicle order(s) to the Coordinator. STATE will not fund any vehicles if the vehicle ordering documents are submitted to the Coordinator after this 60-day period. After the Coordinator reviews and provides notice to RECIPIENT that the requested information is approved, the RECIPIENT may complete the order for the vehicles. RECIPIENT is responsible for costs that exceed the total approved capital costs as determined by STATE in Article 3.

2.4.2. Urbanized Transit Systems

RECIPIENT must obligate vehicle purchases during the term of this Grant Agreement and must submit to STATE required procurement documents as determined by

STATE. RECIPIENT is responsible for costs that exceed the total approved capital costs as determined by STATE in Article 3.

2.4.3. Service and Support Vehicles

RECIPIENT must obligate service or support vehicle purchases during the term of this Grant Agreement and must submit to STATE required procurement documents as determined by STATE. RECIPIENT is responsible for costs that exceed the total approved capital costs as determined by STATE in Article 3.

2.5. Disposing of Vehicles

Vehicles purchased by RECIPIENT under this Grant Agreement must be disposed of or transferred in accordance with the policy outlined in STATE's *Office of Transit and Active Transportation Vehicle Disposition/Transfer Policy*, which is incorporated by reference into this Grant Agreement and available on STATE's website at <http://www.dot.state.mn.us/transit/grants/index.html>.

2.6. Records

2.6.1. Financial Records

RECIPIENT and any third party contractors must maintain their financial records in accordance with Generally Accepted Accounting Principles. The records must permit audit verification of vehicle and vehicle related equipment cost allocations claimed during this Grant Agreement term. Records must be kept available for a period of six years from the expiration date of this Grant Agreement.

2.6.2. Maintenance Records

RECIPIENT must maintain a set of maintenance and service records for all vehicles and vehicle related equipment purchased with the funds provided under this Grant Agreement. The maintenance and service records must be kept in accordance with RECIPIENT's *Capital Application Plan*. The maintenance and service records must allow for verification by STATE of RECIPIENT's compliance with the *Capital Application Plan*.

2.7. Requests for Reimbursement

2.7.1. Request for Funds Form

RECIPIENT must prepare and submit to STATE a *Request for Funds* form prescribed by STATE and any accompanying invoice(s) to be eligible to receive a reimbursement for any eligible expense associated with the purchasing of vehicle(s) and vehicle related equipment, if applicable, under this Grant Agreement.

2.7.2. Request for Funds Form Submittal

RECIPIENT must prepare a *Request for Funds* form for any month in which an eligible expense associated with this Grant Agreement has been incurred. *Request for Funds* forms must be submitted no later than 30 days following the month in which the vehicle has been accepted or in which the vehicle related equipment expense has been incurred.

2.7.3. Final Request for Funds Form

RECIPIENT must document in the *BlackCat Grants Management System* which *Request for Funds* form is the **FINAL** *Request for Funds* form under this Grant Agreement.

2.7.4. Obligation of Expenses

All vehicle and vehicle related equipment expenses, if applicable, for which RECIPIENT is seeking reimbursement must be obligated within the Grant Agreement period.

2.8. Procurement and Third Party Contracts

2.8.1. Procurement Requirements

For all procurements of goods and services under this Grant Agreement, RECIPIENT agrees to comply with FTA Circular 4220 *Third Party Contracting Guidance*, as amended, which is incorporated by reference into this Grant Agreement and available at <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>, and, if federal funds are used, the Uniform Administrative Requirements, 2 CFR Part 200, which is incorporated by reference into this Grant Agreement.

2.8.2. Procurement Procedures

RECIPIENT will follow and document its own procurement procedures and agrees to work with STATE to ensure compliance with STATE's procurement procedures. RECIPIENT will provide STATE with a copy of its current procurement policy and procedures.

2.8.3. Contract Requirements and Approval

2.8.3.1. Solicitations

Prior to publication, RECIPIENT will submit to STATE all solicitations for work (e.g. Request for Proposals or Bids) to be funded by this Grant Agreement between RECIPIENT and third parties or subcontractors for the STATE's review and approval. STATE's Authorized Representative will respond to requests from RECIPIENT to review the solicitation for work within 10 working days of receiving the request.

2.8.3.2. Contract Approval

Prior to their execution, RECIPIENT will submit to STATE all contracts between RECIPIENT and third parties or subcontractors for the STATE's review. All contracts between RECIPIENT and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses. STATE retains the rights to disapprove a third-party contract or subcontract funded by this Grant Agreement. A state-approved third-party contract or subcontract becomes part of RECIPIENT's *Capital Application Plan* and is subject to all applicable federal, state, and local laws, rules and regulations.

2.8.4. Excluded Parties Listing System

Federal Funds: Before entering into a third party contract or subcontract, RECIPIENT agrees to check the *System for Awards Management* at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. RECIPIENT will provide STATE with evidence that the *System for Awards Management* website has been checked.

2.8.5. Lobbying Certification

Federal Funds: For all bids or proposals of third party contracts that exceed \$100,000.00, RECIPIENT shall obtain from the bidder a signed *Certification*

Regarding Lobbying, which is attached and incorporated into this Grant Agreement as **Exhibit II**. The signed *Certification Regarding Lobbying* becomes part of the third-party contract and must be provided to STATE for its official contract file.

2.8.6. Debarment and Suspension Certification

Federal Funds: For all bids or proposals of third-party contracts that exceed \$25,000.00, RECIPIENT shall obtain from the bidder a signed *Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters*, which is attached and incorporated into this Grant Agreement as **Exhibit III**. The signed *Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters* becomes part of the third-party contract and must be provided to STATE for its official contract file.

2.8.7. Disadvantaged Business Enterprise Requirements

2.8.7.1. RECIPIENT will abide by the FTA requirements in 49 Code of Federal Regulations Part 26 relating to participation by Disadvantaged Business Enterprises (DBEs) on all projects funded by this Grant Agreement.

2.8.7.2. If RECIPIENT plans to issue solicitation documents (e.g., a RFP, specifications, etc.) to procure goods or services using funds provided by this Grant Agreement, RECIPIENT shall first submit these documents to STATE before their publication to enable STATE to assign an appropriate goal for DBE participation on the project. The information must include a scope of work, a detailed budget with estimated total costs of goods and services, and the percentage of the total contract amount that will be supported with federal funds. After STATE assigns a DBE goal, RECIPIENT must include in its solicitation documents the goal and the appropriate version of STATE's DBE *Special Provisions* for prospective bidders to complete.

2.8.7.3. RECIPIENT will work with STATE's Office of Civil Rights and will abide by all other DBE requirements.

2.9. Special Notifications

RECIPIENTS must include the information specified in 2 CFR 200.332 in all solicitation documents supported with FTA funds under this Grant Agreement.

2.9.1. Debarment and Suspension Certification

If state funds are used under this Grant Agreement, RECIPIENT will not utilize any funds received pursuant to this Grant Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the RECIPIENT from utilizing these funds to pay any party who might be disqualified or debarred after the RECIPIENT's contract award on this Project. The State debarment list can be found at <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

3. Responsibilities of STATE**3.1. Technical Assistance****3.1.1. Procurement Assistance**

STATE agrees to develop specifications and manage the procurement of transit vehicles as part of the CPV process as described in Article 2.

3.1.2. Monitoring

STATE will monitor RECIPIENT's compliance with the current *Capital Application Plan* for the useful life of Project Vehicle(s) and advise corrective action where necessary. STATE will perform monitoring activities at least annually. Periodically, STATE may conduct evaluation activities to assess transit system performance. STATE's failure to fully enforce compliance with the current *Capital Application Plan* will not excuse RECIPIENT from its responsibilities, nor will STATE be barred from subsequent actions to ensure compliance.

3.2. Financial Assistance**3.2.1. Availability of Funds**

STATE retains the sole and exclusive right to determine the amount of funds that will be available for payment to RECIPIENT under the terms of this Grant Agreement.

3.2.2. Payment of Capital Costs

STATE will reimburse RECIPIENT for eligible costs for the purchases of vehicles and vehicle related equipment under this Grant Agreement based on RECIPIENT's compliance with Clauses 2.3, 2.4, 2.6, and 2.7 of this Grant Agreement.

Reimbursement amounts are not to exceed the total state share amount in **Exhibit I, Financial Assistance**.

3.2.3. Partial Payment

STATE may withhold a partial payment if STATE determines that the cost is unallowable or that the payment is not necessary to operate the transit system according to RECIPIENT's *Capital Application Plan*.

3.2.4. Financial Reconciliation

On all grants \$50,000 or more, STATE must conduct a financial reconciliation of RECIPIENT's expenditures at least annually, or more frequently if it determines a need to do so, during the term of this Grant Agreement. STATE will provide the necessary forms and documentation to be completed by RECIPIENT. A financial reconciliation involves reconciling a RECIPIENT's supporting documentation of costs and revenues such as; purchase orders, receipts and payroll records.

4. State Audits**4.1. RECIPIENT Accounts**

RECIPIENT and any third-party contractor will establish a set of accounts in which all public transit-related costs and revenues are recorded. All accounting practices applied and all records maintained must be in accordance with Generally Accepted Accounting Principles. The books, records, documents, and accounting procedures and practices of RECIPIENT and any third-party contractor relative to this Grant Agreement are subject to examination by the MnDOT Auditor, State Auditor, the Legislative Auditor, and the FTA, during regular working hours, whenever necessary. Audits will be based on the contract cost principles and procedures in Code of Federal Regulations, Title 2, Chapter 2, Part 200, and Office of

Management and Budget *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*.

4.2. Audit Response

RECIPIENT will have 14 calendar days from receipt of a final STATE audit to respond to the audit. Failure to respond to the audit within 14 calendar days may be deemed to be acceptance of the audit findings by RECIPIENT, after which STATE may proceed to final closeout of this Grant Agreement. All required records relevant to this Grant Agreement must be maintained for at least six years from the date of final payment or the expiration date of this Grant Agreement, whichever occurs last.

4.3. Audit Findings

Upon completion of a STATE audit, STATE will pay RECIPIENT any unpaid balance of the STATE share. If the STATE audit determines that STATE has overpaid RECIPIENT, RECIPIENT will promptly refund the amount overpaid upon receiving an invoice from STATE.

5. Authorized Representatives**5.1. STATE's Authorized Representative for administering this Grant Agreement is:**

MnDOT Office of Transit and Active Transportation
395 John Ireland Boulevard, MS 430
St. Paul, MN 55155-1800

5.2. RECIPIENT's Authorized Representative is:

Anders Stone
Transit Coordinator
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
218-454-3413
astone@ci.brainerd.mn.us.

If the RECIPIENT's Authorized Representative changes at any time during this Grant Agreement, the RECIPIENT must immediately notify the STATE.

6. Jurisdiction and Venue

The laws of the state of Minnesota govern this Grant Agreement. Venue for all legal proceedings arising out of this Grant Agreement, or breach of this Grant Agreement, is in state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Liability

In the performance of this Grant Agreement, and to the extent permitted by law, RECIPIENT will indemnify, save, and hold STATE, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by STATE, arising from the performance of this Grant Agreement by RECIPIENT or RECIPIENT's agents or employees. This clause does not bar any legal remedies RECIPIENT may have for STATE's failure to fulfill its obligations under this Grant Agreement.

8. Officials Not to Benefit

RECIPIENT and all third-party contractors warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for RECIPIENT, to solicit and secure this Grant Agreement. RECIPIENT has not paid or agreed to pay any company or person, other than a bona fide employee working for RECIPIENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Grant Agreement.

9. Assignment, Transfer, or Waivers

RECIPIENT may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of STATE. This Grant Agreement contains all prior negotiations between RECIPIENT and STATE. No other understandings, whether written or oral, regarding the subject matter of this Grant Agreement will be deemed to exist or to bind either or both of the parties. STATE's acceptance of RECIPIENT's services does not waive any provision of this Grant Agreement and does not relieve RECIPIENT of the responsibility for subsequent corrections

10. Electronic Signatures and Records; Amendments

The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records. An amendment to this Grant Agreement must be in writing and executed by all parties, or their successors, to this Grant Agreement.

11. Data Practices

RECIPIENT will comply with the Minnesota Government Data Practices Act in Minnesota Statutes, Chapter 13, as it applies to all data provided by STATE according to this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by RECIPIENT according to this Grant Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either RECIPIENT or STATE. Upon receiving a request to release the data referred in this Article, RECIPIENT will immediately notify STATE. STATE will give RECIPIENT instructions concerning the release of the data to the requesting party before the data is released.

12. Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, RECIPIENT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring RECIPIENT to file state tax returns and pay delinquent state tax liabilities, if any.

13. Insurance**13.1. Certificate of Insurance**

For the term of this Grant Agreement RECIPIENT will obtain the insurance required under Article 13 of this Grant Agreement. Within 30 days of expiration of an insurance policy, RECIPIENT will provide STATE with evidence that a new policy has been obtained. RECIPIENT will notify STATE immediately upon a change in the term or conditions of an insurance policy.

13.2. Types of Insurance Required**13.2.1. Workers' Compensation Insurance**

RECIPIENT will provide workers' compensation insurance for all RECIPIENT's employees and, in case any work to be performed by a third party contractor, RECIPIENT will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements under Chapter 176 of the state of Minnesota Statutes.

13.2.2. Commercial General Liability Insurance

RECIPIENT is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations under this Grant Agreement whether the operations are by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

- **For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern.**
- All other RECIPIENT's must have minimum insurance coverage of \$2,000,000.00 per occurrence.

The following coverages will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

13.2.3. Commercial Automobile Liability

RECIPIENT is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss or use which may arise from operations under this Grant Agreement whether such operations were by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern. All other RECIPIENTS must have minimum insurance coverage of \$2,000,000.00 combined single limit.

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

13.3. Excess Insurance

An Umbrella or Excess Liability Insurance Policy may be used to supplement contractor's policy limits to satisfy the full policy limits required by this Grant Agreement.

13.4. Rating

RECIPIENT will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

13.5. Self-Insured Requirements:

If RECIPIENT is self-insured the following is required:

- RECIPIENT is able to provide for the tort liability amounts provided in Minnesota Statutes, section 466.04.

14. Publicity and Endorsement**14.1. Publicity**

Any publicity regarding the subject matter of this Grant Agreement must identify the STATE as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the RECIPIENT individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement. All projects primarily funded by STATE grant appropriation must publicly credit the State of Minnesota, including on the RECIPIENT's website when practicable.

14.2. Endorsement

RECIPIENT must not claim that the STATE endorses its products or services.

15. Termination of Grant Agreement**15.1. Termination by the STATE**

The STATE may terminate this Grant Agreement at any time, with or without cause. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

This Grant Agreement will immediately be terminated if RECIPIENT is convicted of a criminal offense relating to a state grant agreement.

15.2. Termination for Insufficient Funding

In the event STATE cannot or does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a level sufficient to allow for the purchasing of the services or goods contained herein, this Grant Agreement may be immediately cancelled, at STATE's option, by written notice of cancellation delivered in person, by mail, or via facsimile to RECIPIENT at the address specified in this Grant Agreement. STATE will not be obligated to pay for any services or goods provided by RECIPIENT after such notice of cancellation.

15.3. Non-Performance

STATE may withhold payment or terminate this Grant Agreement at any time if RECIPIENT fails to comply with the provisions of this Grant Agreement. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, and unusually severe weather, provided that the defaulting party gives notice as soon as possible to the other party for the inability to perform.

15.4. Suspension

STATE may immediately suspend its payment obligations under this Grant Agreement in the event of a "government shutdown" due to the failure to have an approved budget by the legal deadline.

16. Federal Certifications and Assurances

RECIPIENT will be bound by the currently signed Federal Transit Administration Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C&A). When the FTA publishes the updated C&A for the current federal fiscal year the STATE will forward the C&A to RECIPIENT for signature. The signed certification and assurances will become incorporated and apart of STATE's contract file for RECIPIENT. RECIPIENT must sign and return the completed C&A to STATE no later than 60 days after receipt of the updated C&A.

17. Federal Contract Clauses

RECIPIENT agrees to abide by the following federal requirements, as applicable, and agrees to bind any third-party contractors or subcontractors to the same.

A. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

B. BUS TESTING

49 U.S.C. § 5318(e); 49 C.F.R. part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

Flow Down

There is no flow down requirement for Bus Testing.

Model Clause/Language

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

C. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j); 49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website](#).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring.

Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C.

5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C.

5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

D. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305; 46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities

- pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
 - c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

F. CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits

discrimination in employment or business opportunity.

- b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing

regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

G. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations

published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at _____%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** _____% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be

paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the

AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of

Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

H. EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3;
40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. **Prevailing Wage Requirements**
 - a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”);
 - b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
 - c. U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
2. **“Anti-Kickback” Prohibitions**
 - a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
 - b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
 - c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.
3. **Contract Work Hours and Safety Standards**
 - a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
 - b. U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti-

Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Model Clause/Language

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontractors of all tiers.

I. ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*; 49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. FLY AMERICA

49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- a) *Definitions.* As used in this clause--
 - "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - "United States" means the 50 States, the District of Columbia, and outlying areas
 - "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-

flag carriers for international air transportation of personnel (and their personal effects) or property.

- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

K. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements

the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

M. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m); 49 C.F.R. part 663

Applicability to Contracts

Recipients purchasing revenue service rolling stock with FTA funds must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented

by 49 part 663. For more information about pre-award and post-delivery audit requirements, please go to [FTA's Buy America](#) page on its website.

Flow Down

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

Model Clause/Language

Part 663 of Title 49, Code of Federal Regulations, does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Recipients are advised to use the model certificates and language contained in the audit handbook. Additionally, recipients can draw on the following language for inclusion in their federally funded procurements.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

P. RECYCLED PRODUCTS

42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Q. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402; Executive Order No. 13043 Executive Order No. 13513; U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

R. TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of

this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor

shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

S. VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

T. Federal Changes

2 CFR Part 200

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

U. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. RECIPIENT

RECIPIENT certifies that the appropriate person(s) have executed the Agreement on behalf of RECIPIENT as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

AND

By: _____

Title: City of Administrator

Date: _____

2. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute § 16A.15.

Signed: _____

Date: _____

PO No.: 3000664828

3. DEPARTMENT of TRANSPORTATION

By: _____

Title: Office or Program Director, Office of
Transit and Active Transportation

Date: _____

**4. OFFICE of FINANCIAL MANAGEMENT –
GRANT UNIT**

By: _____

Title: Agency Grant Supervisor/OR Designee

Date: _____

5. OFFICE of CONTRACT MANAGEMENT

By: _____

Title: MnDOT Contract Administrator

Date: _____

Financial Assistance	
Legal Name	City of Brainerd
Contract Number	1050547
Capital Vehicle	Capital Vehicles

Project Description	BlackCat UPIN	Total Project Cost 100%	Federal Funds FTA: 5311 (Converted from FHWA STP Funds) 80%	State Funds GMT Funds 10%	Local Share 10%
Purchase Replacement < 30 Ft Bus - Gas - Class 400 ¹	BCG0002650	\$131,000	\$104,800	\$13,100	\$13,100
Grand Total		\$131,000	\$104,800	\$13,100	\$13,100

¹Vehicles that have met the minimum Useful Life (Age or Miles thresholds) are eligible for replacement.

Exhibit I

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract) _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for _____ hereby certifies that _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

RESOLUTION
NO 34:21

**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 21st day of June, 2021


KELLY BEVANS
President of the Council

Approved this 22nd day of June, 2021


DAVE BADEAUX
Mayor

ATTEST:


JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Approve HR Green Contract Amendment - Buffalo Hills Gully 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/PW Director Dehn	Department: Engineering
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 2 Minutes
Summary of Issue: HR Green is requesting a contract amendment to update the language of the scope to include easement preparations for the Buffalo Hills Gully Remediation Project.	
Alternatives, Options, Effects on Others/Comments: As part of the Buffalo Hills Gully project, HR Green is assisting staff with preparation of easement descriptions and exhibits to present to adjacent property owners. This work was not in the original scope of work of the agreement dated 6/24/21. Due to some cost savings in the preliminary design phase, some of the budget will be moved from that task to complete the easement preparations. No additional cost is requested at this time.	
Recommended Action/Motion: Staff recommends approval of the contract amendment 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>	



**HR GREEN, INC.
AMENDMENT NO. 1**

THIS AMENDMENT, made this 3rd day of October 2022 by and between, City of Brainerd the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Buffalo Hills Gully Stabilization Project

hereby amends the original Professional Services Agreement dated 6/24/21 as follows:

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

Amendment is requested by CLIENT to update the Scope of Services to be performed by COMPANY. Item 2.6 of the Professional Services Agreement signed 7/7/2021 is to be modified. COMPANY is to prepare individual acquisition / easement plats for each parcel with permanent takings and temporary easement descriptions for each temporary construction easement taking. The plats and legal descriptions shall comply with the requirements of the Minnesota Code. This task also includes public record research, field search, and traversing computations.

Acquisition of the required permanent and temporary easements shall be by the CLIENT in accordance with the applicable requirements and shall occur prior to the bid period. CLIENT will negotiate for the easements with the property owners, obtain appraisals if necessary, and prepare legal documents. All communication with property owners regarding easements shall be by the CLIENT.

CLIENT Project Number:

COMPANY Project Number: 201531

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



No fee amendment is requested at this time. Due to efficiencies realized in completing preliminary design, budget will be transferred from 2.5 Task 5: Preliminary Design (60%) to Task 2.6 Preparation of Acquisition and Easement Plats and Legal Descriptions for this work.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is One Hundred Twenty-Five Thousand Dollars (\$125,000.00)

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

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

THIS AMENDMENT executed the day and year written above.

CITY OF BRAINERD

HR GREEN, INC.



By:

CITY ENGINEER

By:

Teresa Stadelmann, PE, CFM
Vice President, Water Resources



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Approve Proposal from Widseth for Engineering Services for SPRA Lum Park Road 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/PW Director Dehn	Department: Engineering
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff issued a Request for Proposals for Engineering services for the State Park Road Account (SPRA) Lum Park Reconstruction Project. A total of 3 proposals were received.	
Alternatives, Options, Effects on Others/Comments: On April 19th, 2022, the City was notified that we had received a State Park Road Account funding grant in the amount of \$143,000 for reconstruction and resurfacing of Lum Park Road from TH 210 to the boat launch. At the May 2nd Council meeting, Council authorized staff to solicit an RFP for the Engineering services for the project. Staff received 3 proposals from Bolton & Menk (\$71,244), Widseth (\$89,628), and WSB (\$59,902). An internal review of proposals was completed and proposals scored based on various criteria. After review, staff feels that Widseth had presented the higher quality proposal, although Widseth was not the lowest cost proposal.	
Recommended Action/Motion: Staff recommends approving the proposal from Widseth for Engineering Services for the Lum Park Road Reconstruction project in the amount not to exceed \$89,628.	
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> \$ 89,628 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Engineering for this project will be funded from the Construction Fund 401.	



CITY OF BRAINERD

REQUEST FOR PROPOSALS

S.A.P. 018-600-034

LUM PARK ROAD/BOAT LAUNCH DRIVE RECONSTRUCTION PROJECT

MnDNR STATE PARK ROAD GRANT

The City of Brainerd is requesting proposals for design and construction engineering services including project design and development, preparation of plans and specifications, and construction/observation/testing for the Lum Park Road Reconstruction Project. The project is being funded through the Minnesota Department of Natural Resources (MnDNR) State Park Road Account (SPRA) Program.

PROJECT OVERVIEW

The City of Brainerd is seeking a consultant to provide engineering services for the reconstruction of Lum Park Road from MN Highway 210 to the Rice Lake Public Water Access. This project will be bid in March 2023 and constructed in the summer of 2023.

BACKGROUND

Rice Lake is part of the Mississippi River and located in the northeast corner of the City of Brainerd in Crow Wing County, Minnesota. The DNR public boat launch and DNR fishing pier on Rice Lake are located directly adjacent to the City of Brainerd's Lum Park. This is a popular city-owned park with a campground, public beach, and other recreation opportunities. The DNR public boat launch, DNR fishing pier, Lum Park Campground, and Lum Park Day-Use Area is accessed by 14th Ave NE and Lum Park Road.

The Lum Park Road conditions are poor with longitudinal and transverse cracks due to the heavy year-round traffic. The boat launch drive is estimated to have been paved more than 25 years ago. It is weathered and porous with ongoing loss of gravel from heavy usage. The City of Brainerd maintains these roadways, although the road gets heavy use from DNR traffic. It is a critical roadway for the safe and reliable access to the DNR public boat launch and DNR fishing pier on Rice Lake.

Since the DNR public boat launch and DNR fishing pier are adjacent to Lum Park, many campers of the Lum Park Campground enjoy Rice Lake. The campground has 18 sites and is managed and maintained by the City of Brainerd. The campground is utilized 12 months out of the year by campers. Use has increased recently, with the City of Brainerd recording an 83 percent increase in usage in the month of June, between the years of 2018 to 2021.

There are two types of users for Lum Park Road. First, campers who use the roadway to the campground. Second, day-users that use the roadway to access to the beach, two large pavilions, two sand volleyball courts, two picnic shelters, the playground, and restrooms at Lum Park on Rice Lake. These are important community amenities in a city of more than 13,000 residents.

The City reports steadily increased usage of the campground. Including an 83 percent increase in campground users during the month of June from 2018 to 2021. In 2020 the campground was closed three months due to the pandemic and still had increased use. Assuming that the average camper stay is two nights and each camper makes two trips on Lum Park Road, we estimate the number of trips campers made on the roadway in the table below.

Year	Number of Trips by Campers on Lum Park Road
2018	1,139
2019	1,191
2020	947 (Closed 3 Months)
2021	1,357

In addition to the campground traffic, the City of Brainerd recorded about 5,750 event attendees in 2021. This includes 3,950 day-users to the pavilions in 2021 and four water ski shows in 2021, that brought approximately 1,800 spectators to Lum Park. This would account for 11,500 trips on Lum Park Road in 2021, so far.

State Highway 210 has 11,800 daily vehicles where 14th Ave NE intersects to access Lum Park (2019, MnDOT). Many of the local residents come from the Brainerd and Baxter communities to use the DNR public boat launch and DNR fishing pier and are not accounted for. Lum Park and Rice Lake are heavily utilized by local residents, out-of-state tourists, campers, and people visiting the day-use area. There are 29 parking spaces at Rice Lake Public Access. The parking accommodates trucks with trailers for the boat launch, and single vehicles for swimmers.

In 2021, the City of Brainerd applied for and was awarded a MnDNR State Park Road Account (SPRA) Funding in the amount of \$143,000 for reconstruction improvements to Lum Park Road (14th Avenue NE) from MN Highway 210 to the Rice Lake Public Water Access.

SCOPE OF PROJECT

The overall project scope includes the reconstruction of Lum Park Road (14th Avenue NE) from MN Highway 210 to the MnDNR Public Access. The Brainerd City Council has approved the conceptual layout of the improvements identified in the grant application, and can generally be described as:

1. Full-depth reclamation of Lum Park Road from MN Highway 210 to approximately 1,175 feet north and east; and,
2. Mill and overlay of MnDNR Public Access for approximately 550 feet; and,
3. Roadway narrowing from north Casey's driveway access to J Street NE/14th Avenue NE; and,
4. Mill and overlay of truck/trailer parking area adjacent to the north side of Lum Park Road; and,
5. Construction of a new 10' wide bituminous trail from MN Highway 210 to end of full-depth reclamation section; and,

6. Pedestrian crossing over drainage way adjacent to the south side of the Lum Park Road/14th Avenue NE intersection; and,
7. Stormwater retention BMP construction; and,
8. Site grading and restoration.

GENERAL SCOPE OF SERVICES

The overall general scope of services anticipated to be required includes:

1. Working with city staff and City Council on the proposed final layout and improvements. Attached is the conceptual layout.
2. Conduct preliminary engineering investigations, data collection, project scoping and environmental permitting and reporting, if any.
3. City staff will provide necessary survey information and record drawings as available.
4. Work with City staff to provide design and cost alternatives to assist the City in meeting the City's desired objectives and budget constraints.
5. Coordination with potential affected property owners near the site.
6. Prepare detailed plans, alternates, specifications, and other contract documents in accordance with the State and Federal laws.
7. Coordinate plan review with MnDNR Area Hydrologist and Wildlife Manager to determine if the project has any adverse effect on protected waters or lands currently enrolled in the Reinvest in Minnesota (RIM) program, as required by the State Park Road Account program.
8. Coordinate with all utilities and contractors on utility relocations during construction and the design phase.
9. Coordinate with other governmental agencies as needed, including but not limited to, MnDNR and MnDOT during the design and construction phases.
10. Secure plan and project approvals and permits through the City of Brainerd and obtain any other permits as applicable for construction.
11. Prepare construction and cost estimates for the plans and alternates, as described above.
12. Prepare bidding documents (instructions to bidders, general conditions of the construction contract, technical specifications, etc.) to secure contractors for the proposed work.
13. Answer bidders' questions, issue addenda as needed, and assist with the bid opening.
14. Prepare a bid tabulation and make a recommendation for award of the contract based on the outcome of the bidding process.

15. Provide construction staking, contract administration services, and construction inspection services including the coordination with City personnel.
16. Report, pay quantities, partial and final pay estimates, change orders, supplemental agreements, and other related contract documents.
17. Attend City Council meetings as needed.

SCHEDULE

1. Proposal submittals due on **Tuesday, October 11th, 2022, at 12:00 PM**. No late submissions will be accepted.
2. Firm recommended and selected by City Council on October 17th, 2022.
3. Project Development November 2022 – January 2023.
4. Bids issues February 2023.
5. Bid Opening March 2023.
6. Bids tabulated and award recommended to City Council March 2023.
7. Construction start May 2023.

PROPOSAL REQUIREMENTS

1. A narrative describing the proposer's understanding of the project scope.
2. Identification of the principal staff and team members that will be working on the project, their role on the project, and their experience, training, qualifications, and availability.
3. Experience with other highly sensitive park projects near navigable waterways.
4. Previous experience working with MnDNR grant funds.
5. Proposed work plan and approach to the project including project management techniques to deliver a high quality and high value project.
6. Project schedule.
7. Summarize the anticipated involvement from City of Brainerd staff.
8. Approach to managing cost controls on both engineering and construction services including approach to balancing the scope and cost of preliminary engineering services and controlling the unexpected construction cost overruns from change orders and supplemental agreements.
9. Past performance of key team members and firm to deliver quality work within the time constraints and budget.
10. Any other specific experience, knowledge, or abilities that uniquely qualify your firm and project team for this project.

11. In a separate submission, one copy of the estimated fees for the engineering design, construction and administration, contingency fee and construction survey, and staking, and construction phases of the project for providing the desired services with a “not to exceed.” The cost proposal shall include the following:
- A cover/transmittal letter
 - A breakdown of the hours by task for each employee. This shall be in the same format as the work plan proposal with the addition of costs.
 - Hourly rates for each specific employee proposed
 - Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies.
 - Identification of any assumption made while developing this cost proposal.
 - Identification of any cost information related to additional services or tasks. Include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
 - The consultant must not include any cost information within the body of the RFP proposal response.

CONSULTANT SELECTION

Consultant selection will be based upon qualifications, experience, and reputation of the key team members assigned to the project, the firm’s structure and organization, availability of resources in personnel and experience, demonstrated competence and performance ability in park design, and cost. The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described herein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Item	Percent
Project Understanding	30%
Qualifications/Experience	20%
Completeness of Proposal	10%
Project Cost & Fees	40%

The City reserves the right to reject any and all proposals if deemed to be in the City’s best interest. The City reserves the right to interview perspective firms before recommendation and selection.

This Request for Proposal does not commit the City to award a contract or pay costs incurred in the preparation of the proposal, or to procure a contract for services or supplies.

QUESTIONS AND CONTACT INFORMATION

Answers will be issued in the form of an addendum. No answers will be issued after Friday, October 7th, 2022 at 4:30 p.m. If the City deems it necessary to revise any part of this RFP before the proposal due date, the City will issue an addendum. Addendums will be issued via e-mail notification.

PROPOSAL DUE

If you are interested in submitting a proposal to perform these services, please submit digital copies of the proposal and estimated fees to the office of the City Engineer no later than 12:00 P.M. on Tuesday, October 11th, 2022. Digital proposals can be e-mailed to JDehn@ci.brainerd.mn.us.

A proposal recommendation will be presented to the City Council at 7:30 p.m. on Monday, October 17th, 2022, at Brainerd City Hall.

Proposals and any inquiries should be directed to:

Jessie Dehn, P.E., City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401
(218) 513-0172
JDehn@ci.brainerd.mn.us

City of Brainerd

October 11, 2022



Proposal for

Lum Park Road/ Boat Launch Drive Reconstruction



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Road | Suite 200 | Baxter, MN 56425
218-825-0684 | Bolton-Menk.com

Contact:

Bryan Drown, PE

218-821-5242

bryan.drown@bolton-menk.com



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Road | Suite 200 | Baxter, MN 56425
218-825-0684 | Bolton-Menk.com

October 11, 2022

Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
JDehn@ci.brainerd.mn.us

RE: Proposal for Lum Park Road/Boat Launch Drive Reconstruction Project (SAP 018-600-034)

Dear Jessie:

The City of Brainerd has initiated the Lum Park Road/Boat Launch Drive Reconstruction project to reconstruct Lum Park Road and Boat Launch Drive. This project will improve pedestrian safety and road conditions for campers and Lum Park users. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and functional. We understand what needs to be accomplished for the successful completion of the Lum Park Road/Boat Launch Drive Reconstruction project.

Local Expertise – With an office just a few miles from the project site, our local team will be able to visit the site or be at your office within minutes for review, discussions, and to work through solutions. Bolton & Menk will be a responsive partner to the city. With more than 800 employees, we offer the expertise of a national firm, but we are just down the road.

Experienced & Committed Partner – We too are invested in the Lum Park area as we use the park for recreational activities. We will do our best to ensure safe and sustainable improvements to the roadway for the community and region. We have a reputation of delivering the right project at the right price. Choosing Bolton & Menk means you gain a consultant and committed partner with the local knowledge, efficient design expertise, and problem-solving creativity to ensure every dollar spent gets results.

Proven Experts – We approach each project with a fresh perspective—we do not offer a cookie-cutter approach. While drawing on our experience, we work to provide a solution scaled to the problem. Bryan Drown has led similar projects and is able to consider the future effect of our design, budget, and schedule on the City of Brainerd. When you choose Bolton & Menk, you can trust we will work tirelessly to find not only the right solution for the Lum Park Road/Boat Launch Drive Reconstruction project but also one that complements the City of Brainerd's future.

In continued service to the City of Brainerd, we are excited at the opportunity to complete the Lum Park Road/Boat Launch Drive Reconstruction project. Bryan Drown will serve as your lead client contact and project manager. Please contact him at 218-821-5242 or Bryan.Drown@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Phillip M. Martin, PE
Principal-in-Charge

Project Understanding

The City of Brainerd has successfully obtained \$143,000 in funding through the Minnesota Department of Natural Resources (MnDNR) State Park Road Account (SPRA) program for improvements located in Lum Park. The SPRA funding will be used to complete a full depth reclamation (FDR) of Lum Park Road from TH 210 to the northeast end of the intersection with the Lum Park Boat Launch Drive and a 2-inch mill and overlay of Lum Park Boat Launch Drive. As part of the FDR project, Lum Park Road from the north end of Casey's General Store access to J Street intersection will be narrowed from 34 feet to 26 feet by reconstructing the curb and gutter on the east side.



In conjunction with the SPRA improvements, the City of Brainerd will complete the following Lum Park improvements with local funds:

- Construct a new 10-foot-wide pedestrian trail on the east side of Lum Park Road from TH 210 to the northeast end of the intersection with the Lum Park Boat Launch Drive
- Provide a pedestrian crossing of drainage way on the south side of Lum Park Road by installing a pedestrian bridge or extending the existing box culvert
- Mill and overlay of truck and trailer parking area
- Pave RV Dump Station drive
- Realign existing trail northeast of truck and trailer parking area
- Provide stormwater treatment north of truck and trailer parking area



Key Personnel

Bolton & Menk understands the importance of developing solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. All personnel identified will be 100 percent available to perform their respective tasks as identified in this proposal and to deliver the scope of work identified. We can provide detailed résumés of all personnel upon request.



PHIL MARTIN, PE

Principal-in-Charge

As principal-in-charge, Phil will benefit the project through his established relationships and dedication to helping clients

solve issues. Phil will monitor progress, schedule, and budget and work closely with Bryan to ensure critical issues are addressed effectively, comprehensively, and in a timely manner.

Phil routinely acts on behalf of cities as a liaison with the public, residents, and other interested parties. He enjoys the relationships that are developed while helping a client solve their issues. Phil began his career in 1992, and as the Baxter civil work group leader has managed the planning and design of various civil engineering projects in the Baxter area. He has been involved with state and federal aid projects, transportation corridor studies, trail studies, capital improvement planning, and has extensive experience as a municipal engineer with several north central Minnesota communities. He has prepared numerous assessment rolls and presented at preliminary and final assessment hearings as part of the Statute 429 process.



BRYAN DROWN, PE

Project Manager

Bryan will serve as your project manager and primary client contact. He will work closely with the City of Brainerd staff

and community. Bryan will schedule the work and resources necessary to complete the design on time, within budget, and to the satisfaction of city staff. He is responsible for identifying risk and mitigation strategies to meet the city's objectives.

Bryan is motivated by the company-wide expertise at Bolton & Menk and enjoys working as a team to meet client needs. He is a project manager who has been in the civil engineering industry since 1998. He is experienced in highway and street design, municipal utility design, site design, stormwater management, and residential and commercial development. His background includes preparing preliminary and final construction documents, project specifications, administering the Statute 429 process, and contract administration.



ALEX VOIT, PE
Project Engineer

Alex will serve as the project engineer and directly assist Bryan with delivery of design and construction services. Alex is a

northeast Brainerd resident who is very familiar with Lum Park.

Alex is a project engineer and construction project representative who joined Bolton & Menk in 2012. He assists with the planning, design, and preparation of construction plans and specifications for a variety of municipal and private projects. His design experience includes street and utility reconstruction, site design, ADA compliance, and stormwater management. Alex has served as a field representative for various street and utility construction projects as well as site grading and airport reconstruction projects. He is passionate about designing engineering solutions and seeing the final product constructed that meets our client's needs.



ETHAN YOUSO, EIT
Design Engineer

Ethan will assist Alex with project design and plan production, specifically focusing on conformance with the project

requirements. He will also provide construction observation services.

Ethan is a design engineer at Bolton & Menk who is passionate about providing a quality product to the client. Joining the team in 2020, his experience includes designing and inspecting reconstruction projects. Ethan will be involved in the design and construction phases, bringing continuity to the project and knowledge of the project goals and objectives as the project is constructed.



TIM OLSON, PE, CFM
Water Resources Engineer

Tim will be responsible for collection, conveyance, storage, treatment, discharge, and permitting of stormwater related facets of the project. He will work with the team to incorporate low salt strategies, applying innovation to benefit the City of Brainerd.

Tim is a principal water resources engineer who joined Bolton & Menk in 2006. His experience includes project management in both design and construction of complex water resources and environmentally sensitive projects. He specializes in comprehensive surface water management planning, innovative best management practice design, hydrologic and hydraulic modeling, drainage design and construction plan review, and NPDES Phase I & II MS4 and construction stormwater permitting requirements. He couples GIS techniques with water resources design and analysis. Tim has a passion for stormwater and water quality education and participates in several stormwater-related steering committees and stakeholder groups. He enjoys facilitating partnerships, developing new relationships, and collaborating with stakeholders to define a common vision and work toward shared goals.



DAVID STARK, PE
Structural Engineer

David will provide structural technical expertise and guidance related to the pedestrian bridge.

David is a structural project engineer who began his career in 2009. He is responsible for the design and preparation of final construction plans, specifications, and structural assessment reports for a variety of structural projects. These projects range from municipal buildings and environmental structures to new construction and renovation of existing structures. David also has extensive experience working alongside and coordinating with other professionals, including architects and mechanical and electrical engineers. He chose structural engineering because of his fascination with constructing buildings. David comes from a family of general contractors and always wanted to know why the structures they built worked.



ZAC ZETAH, PLS Project Surveyor

Zac will be responsible for coordinating the required survey work. He has extensive experience in topographic and

land surveying and will be a valuable resource to deliver this project.

Zac, a licensed land surveyor in Minnesota, began the practice of surveying in 2012. His experience includes construction staking for municipalities, transportation, and commercial projects. He splits his time between office and field work. He is responsible for drafting, preparation, research, construction calculations, and field crew staffing, along with field work related to PLSS, ALTA, topographic, boundary, and engineering design surveys. He is proficient in the use of Trimble Survey Equipment and AutoCAD. Zac's favorite part of surveying is putting together puzzles known as boundary surveys. By taking all the data, clues, and evidence that is collected in the field and through research he develops a boundary determination.



JOSH ANDERSON Survey Technician

Josh will be responsible for field survey services and construction staking.

Josh is a survey crew chief who began his surveying career in 2004. He is experienced in topographic mapping surveys, legal research, boundary surveys, PLSS corner restorations, and construction calculations and staking, as well as computer drafting of plats, topographic surveys, and site plans. He has experience with as-built surveys, building site and street improvements, and has worked with natural gas pipeline surveys. A self-proclaimed outdoorsman, Josh enjoys being a part of improving the land that he finds himself hunting and fishing on.

Project Experience

Bolton & Menk has assembled an experienced team of professionals with a proven track record of delivering similar projects. We have highlighted several projects our team has delivered using a similar approach and/or with similar elements. These projects highlight our experience delivering safe and sustainable pedestrian improvements and our experience with MnDNR grant

funds. We will draw upon this experience to benefit the Lum Park Road/Boat Launch Drive Reconstruction project. Additional project experience and references are available upon request.

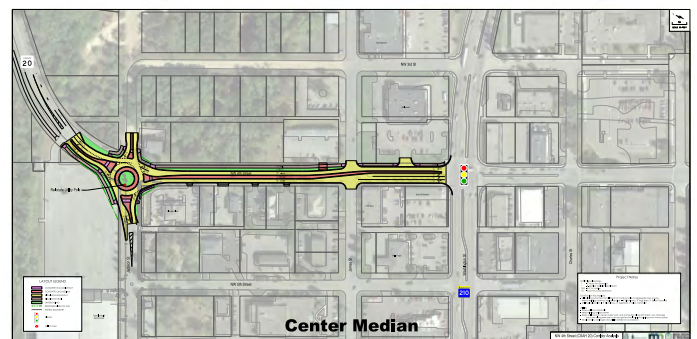
25th Avenue SW Road Improvements, Sylvan Township, Minnesota

Bolton & Menk assisted Sylvan Township with the design, bidding, and construction services for the improvement of 25th Avenue SW in Cass County. The project involved the upgrade of a gravel surfaced township road that provides access to the Wilder Public Landing on the Crow Wing River. The project received State funding through the State Park Road Account administered by the State of Minnesota and the Cass County Highway Department.

Bolton & Menk prepared plans and specifications meeting State Aid requirements. The project provided an improved access to the Crow Wing River and improved safety along the corridor by softening hills and increasing sight distance lines.

NW 4th Street/CSAH 20 Intersection Improvements, City of Brainerd, Minnesota

The NW 4th Street (CSAH 20) corridor provides access and connectivity to local routes traveling to/from West Brainerd as well as regional trips traveling north of the Mississippi River from TH 210. Elevated traffic delays, high crash rates, lack of pedestrian facilities, and other issues exist within the corridor and will only get worse as traffic increases.



Bolton & Menk studied the CSAH 20 corridor to address safety issues. Following the traffic study, the City of Brainerd decided to reconstruct NW 4th Street north of Highway 210 to improve vehicle and pedestrian safety. A roundabout was constructed at the Jackson Street and NW 4th Street intersection and a center median was installed on 4th Street from Highway 210 to Jackson Street. No pedestrian facilities existed, so a shared use trail and ADA pedestrian ramps were also added.

After an agreed upon turnback from the county, Bolton & Menk assisted the city in leveraging state aid funds to successfully complete the project from concept through construction. The roadway was narrowed to provide traffic calming and room for pedestrian facilities. ADA pedestrian ramps were installed throughout the corridor with medians at the roundabout providing pedestrian refuge for shorter, safer crossings.

Cuyuna Lakes State Trail Underpass of TH 6, City of Crosby, Minnesota

The Cuyuna Lakes State Trail had an at-grade crossing of TH 6 in the City of Crosby. The crossing on the heavily used trail in the Cuyuna Country State Recreation Area was dangerous for pedestrians and bicyclists.

The City of Crosby partnered with the Minnesota DNR, MnDOT, and Iron Range Resources and Rehabilitation Board (IRRRB) to fund and construct a tunnel separating pedestrian and bike traffic from TH 6. This underpass represents nearly 20 years of planning and collaboration, beginning in 2000 with the formation of the Cuyuna Lakes Trail Association. A 2015 grant for \$600,000 approved by the Minnesota legislature, along with collaboration between the various cities, organizations, and some private property owners helped bring this project to fruition.



Bolton & Menk provided plan development and construction assistance for the grade separation. The bridge design and construction incorporated several notable features that make it stand out from typical precast box culvert bike and pedestrian underpasses. For example, the end treatment used form liner resembling wooden plank to give users the look and feel of entering a mine shaft, paying homage to local mining history. The result is a unique ADA-compliant underpass that pedestrians and bikers can use to enjoy a safe crossing of the busy TH 6 highway.

Work Plan and Approach

The following is an outline of our work plan and approach to provide the City of Brainerd with the technical expertise necessary to deliver this project. This scope of services was developed based on our understanding of your needs, our history with the city and agency partners, and what has worked well on past similar projects.

➤ Task 1: Project Management

PMT Meetings

Bolton & Menk will facilitate periodic Project Management Team (PMT) meetings with the city and project partners to discuss project progress and status, and plan for the next steps. We anticipate up to four PMT meetings through February 2023 during preliminary engineering and plan development.

Project Coordination

As project manager, Bryan will have ongoing coordination with the city's project manager. We will also coordinate with MnDNR and MnDOT District 3 State Aid staff as necessary.

Agency Coordination

Bolton & Menk will coordinate with agencies as needed to discuss issues, concerns, and proposed improvements.

Deliverables: Meeting agendas and minutes; ongoing coordination

Anticipated City Involvement: Process monthly invoices and progress reports; participate in project coordination; ongoing communication

» Task 2: Data Collection

We understand the City of Brainerd will provide necessary topographic and boundary survey information. Upon receiving survey information, the Bolton & Menk design team will perform a field walk to confirm understanding of conditions and document with pictures.

We understand the drainage way through the park has not been delineated for wetlands and the city anticipates no wetlands impacts. Wetland delineation and permitting is not included in our proposal. If needed, we propose to provide a fee amendment for delineation and mitigation services when impacts are better understood.

Deliverables: Base map of existing conditions

Anticipated City Involvement: Provide survey data in .dwg format; attend project field review

» Task 3: Preliminary Engineering

Our team will use the information from Task 2 to immediately begin project scoping and development of the preliminary layout of the project improvements and construction limits.

We will present the layout to city staff for review, make revisions based on staff comments and input, and submit final layout to the city for staff and council approval as appropriate. To meet the project schedule, the project scope and layout is proposed to be completed by November 15, 2022.

Bolton & Menk will develop a preliminary construction cost estimate that corresponds with the geometric layout.

Deliverables: Project layout and preliminary cost estimates

Anticipated City Involvement: Participate in layout development through review and acceptance; coordinate internal city review, comment, and layout approval

» Task 4: Property Owner Coordination

As the project property is owned by the City of Brainerd, much of the coordination for this project will need to include park users, Casey's General Store, and city staff—not just adjacent property owners. The RFP detailed the number of park users and traffic this amenity generates.

Coordination will include providing notice of the planned project well ahead of construction and following up with timely updates as more detail is available.

Lum Park Road provides the only access to a diverse group of users including those using the boat ramp, campers, daily park users, and disc golfers. The project traffic control will need to thoughtfully plan the construction schedule to avoid high traffic days or weekends such as the opening of fishing. Bolton & Menk will work with the city to determine if there are short time frames the streets can be closed or if the expectation is the project is constructed under traffic.

Deliverables: Project updates to public

Anticipated City Involvement: Coordinate posting updates on city website

» Task 5: MnDNR Coordination

Bolton & Menk will coordinate with local DNR personnel to verify the requirements of the SPRA funding are met. We will also coordinate with MnDOT District 3 State Aid personnel on plan review and that construction documents meet the Minimum Geometric Design Standards of the program.

Deliverables: Permits, environmental review, and construction documents meeting SPRA requirements

Anticipated City Involvement: Request SAP number from MnDOT

» Task 6: Utility Coordination

Bolton & Menk will identify the location and potential impacts of known existing public and private utilities within the project area based on the survey data provided by the city.

Bolton & Menk will send final design plans to utility owners for relocation planning and coordination at the 60% and 95% plan milestones. Further correspondence and coordination with utility owners may be necessary to understand and resolve potential issues.

Bolton & Menk will schedule, prepare for, and lead up to two utility coordination meetings with public and private utility owners at the 60% and 95% plan development milestones.

Deliverables: Identification of existing utilities; plan view display and utility tabulations; identification of utility impacts and relocations; utility coordination meetings

Anticipated City Involvement: Participate in utility coordination meetings

» Task 7: Final Design and Plan Preparation

Our team will complete the detailed design of the proposed improvements consistent with the latest city standards, MnDOT SPRA State Aid Design requirements, Americans with Disabilities Act (ADA) requirements, and in accordance with all federal and state laws, rules, and regulations.

Final Design

Our team of engineers and technicians are committed to providing comprehensive detailed construction plans that are legible and constructible. We will prepare a design with proper street and trail grades and surface drainage and ensure an ADA-compliant pedestrian curb ramp design. This task includes preparation of applicable plan sections such as

- Title sheet
- Statement of estimated quantities
- Tabulations
- Typical sections/construction details
- Existing conditions and utilities plans
- Bridge or box culvert sheets (if necessary)
- Removal plans
- Construction and grading plans
- Turf establishment and erosion control plans

Project Specifications

Bolton & Menk will prepare special provisions to submit with the final construction plan.

Engineer's Estimate

Bolton & Menk will prepare an engineer's construction cost estimate with breakdowns provided for the various funding sources and participating/non-participating items where necessary. Quantities will be identified in a manner consistent with MnDOT state aid guidance.

Bolton & Menk will submit final design plans and other documents to the city and MnDOT for review and project approval at the following stages of completion:

- **60% City Plan Review** – submittal to include final design plans. To meet the project schedule, 60% plan submittal is proposed to be completed by November 30, 2022.

- **95% City and MnDOT Plan Review** – submittal to include final design plans, special provisions, and engineer's estimate; we will incorporate responses to city comments from the 60% plan review. To meet the project schedule, 95% plan submittal is proposed to be completed by December 30, 2022.
- **Final Plan Approval** – submittal of final design plans, specifications, and engineer's estimate for approval and signatures. We will incorporate responses to any final city and MnDOT comments in this submittal.

Bolton & Menk will prepare and coordinate all necessary permits for the project.

Deliverables: 60%, 95%, and 100% final plans; engineer's construction cost estimate (95% and final); special provisions (95% and final); final construction plans on 11" x 17" signed by a licensed Bolton & Menk engineer and all approving agencies; project permits

Anticipated City Involvement: Timely review of 60%, 95%, and final design submittals; provide city and MnDOT District 3 design details and bidding document attachment as requested; participate in design meeting; coordinate as needed with public and permitting agencies to support project development

» Task 8: Bidding Services

Our team will lead contract bidding and award activities in accordance with city and state aid requirements.

Bolton & Menk will:

- Prepare and publish the advertisement for bid after receiving authorization to bid from the city and MnDOT State Aid
- Distribute bid documents
- Provide responses to contractor questions
- Issue addenda as required
- Attend the bid opening, prepare the bid tabulation and verification, and provide a recommended award to the city council

Deliverables: Advertisement for bid; distribution of bid documents; responses to contractor questions; issue addenda, bid abstract, and bid award recommendation

Anticipated City Involvement: Review advertisement for bid; host bid opening

» Task 9: Construction Services

Bolton & Menk will administer the construction contract on behalf of the city, providing construction contract administration, staking, construction observation, project close-out, and record drawings.

Bolton & Menk will provide construction contractor oversight to verify they are completing the work in compliance with the plans and specifications. Further, we recommend oversight by a professional engineer during construction to address unforeseen conditions and guide the project to protect the city's investment in infrastructure. Construction administration activities will include project diaries, payroll review and field interviews, DBE verification, and preparation of change orders or supplemental agreements as necessary.

Bolton & Menk will report daily diaries, weekly diaries, pay quantities, partial and final pay estimates, change orders, supplemental agreements, and other related contract documents.

Typical contract administration duties include the following:

- Review of all shop drawings and submittals for compliance with the plans and specifications
- State aid documentation throughout the project
- Coordination with the city's contracted materials sampling and testing consultant for conformance with schedule of materials control
- Tracking and review of contractor and subcontractor certified payrolls and trucking reports
- Verification of contractor compliance and prevailing wage requirements
- Coordinating, attending, and running a preconstruction conference with the contractor, city, and other project stakeholders
- Recommendations on unforeseen conditions and processing resulting in change orders or supplementary agreements; should redesign of project elements be necessary due to unforeseen conditions, such services can be provided as an additional service
- Recommendations for partial and final payment to the contractor
- Review of the contractor's pace of work and recommendations for the application of liquidated damages as appropriate
- Review of construction elements not meeting the contract requirements and recommendations for remediation or mitigation of defects

- Coordination with project stakeholders impacted by construction using a construction newsletter and timely notices
- Coordination with all utilities and contractors on utility relocations during construction

We have included project manager time to assist with any project items and have included this in our fee estimate.

Bolton & Menk will complete staking as required by the plans and contract documents. We will complete additional staking per city request. The construction observer, per Bolton & Menk QA/QC protocol, will back-check staking calculations for accuracy to avoid construction claims and delays.

Bolton & Menk will provide project close-out documentation, including completing the following submittals:

- Certificate of final acceptance
- Overrun/underrun report for final quantities
- Final pay estimate

Deliverables: Preconstruction meeting; monthly pay estimates for city approval; agendas and other documents for discussion at scheduled meetings; change orders and supplemental agreements for city approval; other documentation to communicate professional recommendations during construction; construction stakes and documentation of all survey points installed; project close-out

Anticipated City Involvement: Attend and participate in preconstruction and weekly construction meetings; timely review and approval of monthly pay estimates; input on and review and approval of change orders and supplemental agreements; discuss project issues that may arise

Project Schedule

We have developed a schedule on the following page detailing the anticipated work tasks and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the RFP and our experience on other similar projects. Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.

Task	Completion Date
Deadline for Proposal	October 11, 2022
Award Consultant Contract	October 17, 2022
Project Kickoff Meeting	October 20, 2022
Preliminary Layout	November 15, 2022
60% Plan Review Submittal	November 30, 2022
95% State Aid Plan Review Submittal	December 30, 2022
Final Plans and Specifications	January 27, 2023
Bid Advertisement	February 2023
Bid Opening	March 9, 2023
Bid Award	March 20, 2023
Begin Construction	May 2023

Managing Cost Controls

The principals of Bolton & Menk are personally involved in every project to ensure the highest levels of design, innovation, and quality control while maintaining strict budget and scheduling control. Our team has extensive experience working on complex sites. We have performed exceptionally and have a proven track record of accomplishing our work on time and within budget.

Our team has an advanced, systematic, and standardized methodology for measuring and evaluating construction costs. We have an extensive database with unit/labor figures for a broad range of site-related construction materials, equipment, and services. This database is regularly updated with input from more than a dozen contractors specializing in demolition, grading, drainage, stormwater management, erosion control, utilities, turf, lighting, walkways, paving, roadway, planting, signage, and a variety of other similar products and systems. Over the past few years, construction pricing has increased significantly. In this difficult bid market, we have increased our dialogue with contractors. We maintain current pricing, so we can constantly keep our data up to date.

We are well-versed in maintaining project budgets and integrating value-engineering items (in the form of add alternates) into the plans prior to pricing submittal milestones. We will work closely with the City of Brainerd to ensure only the most efficient and cost-effective solutions are realized throughout the project from design through construction documents and implementation.

Meeting Project Schedule and Budgets

Bolton & Menk knows the importance of delivering a project on time and within budget. We have extensive internal quality controls to ensure efficiency of our staff and value to our clients. Bolton & Menk is experienced in dealing with the unexpected issues that may be encountered during a project. We will keep the city informed and continually monitor the schedule and budget. We are committed to delivering quality projects and affirm our ability to provide services within the requirements of the City of Brainerd.

A recent survey asked Bolton & Menk clients to rate us on a scale of 1-10 on our ability to meet a project budget and a project design schedule.

Ability to meet budget

9.3 ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Ability to meet design schedule

9.5 ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

City of Brainerd

October 11, 2022



Cost Proposal for

Lum Park Road/ Boat Launch Drive Reconstruction



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Road | Suite 200 | Baxter, MN 56425
218-825-0684 | Bolton-Menk.com

Contact:

Bryan Drown, PE

218-821-5242

bryan.drown@bolton-menk.com



**BOLTON
& MENK**

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7656 Design Road | Suite 200 | Baxter, MN 56425
218-825-0684 | Bolton-Menk.com

October 11, 2022

Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
JDehn@ci.brainerd.mn.us

RE: Cost Proposal for Lum Park Road/Boat Launch Drive Reconstruction Project (SAP 018-600-034)

Dear Jessie:

Bolton & Menk, Inc. knows the importance of delivering a project within budget. In fact, a recent survey asked our clients to rate us on a scale of 1-10 on our ability to meet a project budget, and they gave us an average score of 9.3. We are committed to delivering a quality product, and we have extensive internal controls to ensure efficiency of our staff and value to our clients. Bolton & Menk is experienced in dealing with the unexpected issues that may be encountered during a project, and we will keep the City of Brainerd informed and continually monitor the budget.

On the following page, we've provided a table that summarizes the estimated hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. To complete the Lum Park Road/Boat Launch Drive Reconstruction project, we propose a not-to-exceed fee of \$71,244, which will not be exceeded without prior approval from the City of Brainerd.

In continued service to the City of Brainerd, we are excited at the opportunity to complete the Lum Park Road/Boat Launch Drive Reconstruction project. Please contact Bryan Drown at 218-821-5242 or Bryan.Drown@bolton-menk.com if you have any questions regarding our cost proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Phillip M. Martin, PE
Principal-in-Charge

Detailed Cost Estimate

Client: City of Brainerd Project: Lum Park Road/Boat Launch Drive Reconstruction		Bolton & Menk, Inc.										
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Water Resources Engineer	Structural Engineer	Project Surveyor	Survey Technician	Clerical	Total Hours	Total Cost
1.0	Project Management	4	14	8	0	0	0	0	0	0	26	\$4,300
2.0	Data Collection	0	2	4	4	0	0	8	0	0	18	\$2,700
3.0	Preliminary Engineering	0	0	16	32	4	8	0	0	0	60	\$8,360
4.0	Property Owner Coordination	0	4	8	4	0	0	0	0	4	20	\$2,660
5.0	MnDNR Coordination	0	8	12	0	0	0	0	0	0	20	\$3,100
6.0	Utility Coordination	0	4	4	8	0	0	0	0	0	16	\$2,260
7.0	Final Design and Plan Preparation	0	20	42	92	12	20	0	0	8	194	\$27,090
8.0	Bidding Services	0	6	12	0	0	0	0	0	6	24	\$3,240
9.0	Construction Services	0	6	14	84	0	0	8	16	0	128	\$17,534
Total Hours		4	64	120	224	16	28	16	16	18	506	
Average Hourly Rate		\$190.00	\$170.00	\$145.00	\$125.00	\$180.00	\$165.00	\$160.00	\$169.00	\$80.00		
Subtotal		\$760	\$10,880	\$17,400	\$28,000	\$2,880	\$4,620	\$2,560	\$2,704	\$1,440		
Total Not to Exceed Fee											\$71,244	



CITY OF BRAINERD
LUM PARK ROAD/BOAT LAUNCH DRIVE
RECONSTRUCTION PROJECT

S.A.P. 018-600-034

MnDNR State Park Road Grant

October 11, 2022

WIDSETH

Dave Reese PE, VP

Principal in Charge | Civil Engineer

218.316.3629

Dave.Reese@Widseth.com

7804 Industrial Park Road

Baxter MN 56425-2720

October 11, 2022

Jessie Dehn, PE, City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401
218.513.0172
JDehn@ci.brainerd.mn.us

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter MN 56425-2720
218.829.5117
Baxter@Widseth.com
Widseth.com

Re: Lum Park Road/Boat Launch Drive Reconstruction Project

Dear Jessie Dehn and Members of the Selection Committee:

We are excited to have prepared the successful funding application for the City of Brainerd that allocated \$143,000 in State Park Road Account (SPRA) funds for re-constructing Lum Park Road and the Boat Launch Drive. We have a great track record with SPRA projects the State of Minnesota and have completed the funding, design, bidding, contract administration, and labor compliance work necessary to fulfill State-Aid requirements.

We have worked with dozens of townships, cities, and counties to improve recreational area access roads across Minnesota. Our team has the predominant SPRA experience within the Crow Wing County area and has worked with the Crow Wing County engineer to complete several successful projects on time and budget over the past 30 years. The county engineer (or MSA engineer) serves as the fiscal agent administering the State-Aid funds and will execute the payment vouchers from the State-Aid account to the contractor or reimburse the city's contractor payments from the SA account.

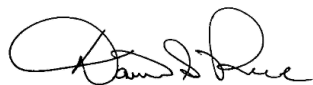
When we prepared the funding application, we worked with previous City Engineer Paul Sandy to develop a comprehensive plan incorporating more than the SPRA component of the Lum Park Road and Boat Launch Drive reconstruction. Our Brainerd Parks Master Planning work has provided the city with valuable planning tools and insight into the coordination of infrastructure improvements associated with the city's parks.

We also served as the project engineer for the Brainerd/Crow Wing Airport Utility Extension project and have extensive insight into the specific construction of the water, sanitary sewer, and stormwater facilities throughout this proposed project area.

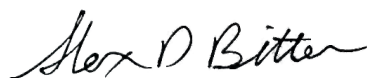
We feel Widseth is the clear choice to complete this project successfully in conjunction with the specific park amenity improvements programmed through the Master Planning efforts reviewed with the Park and Recreation Commission and City Council.

Thank you for the opportunity to present our qualifications. We look forward to working with you!

Sincerely,



Dave Reese PE, VP
Principal in Charge | Civil Engineer
218.316.3629
Dave.Reese@widseth.com



Alex Bitter PE, VP
Project Manager/Engineer
218.316.3627
Alex.Bitter@widseth.com

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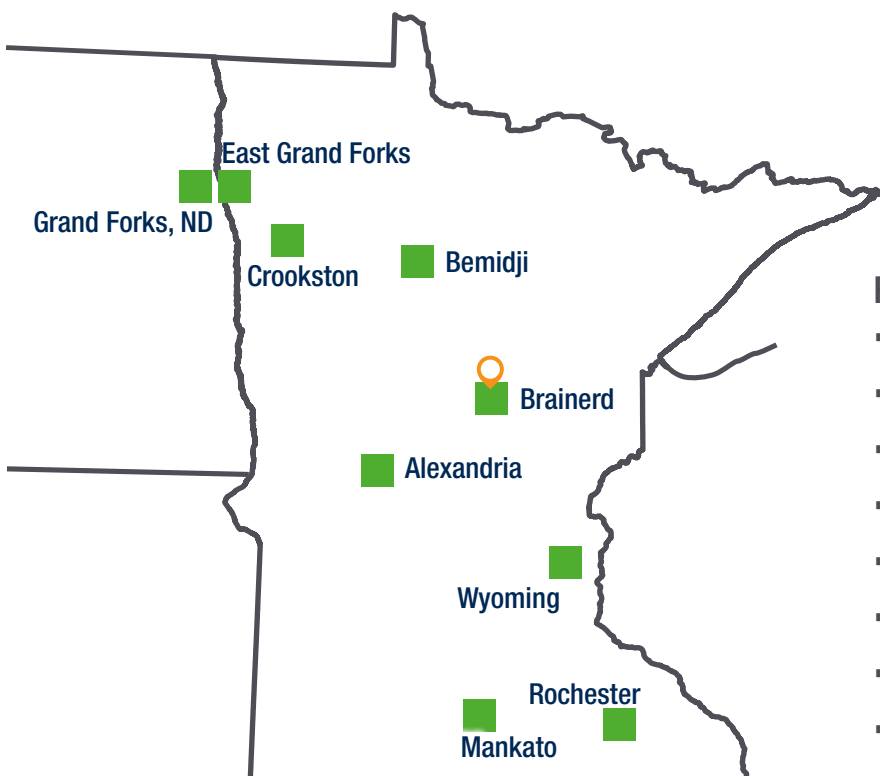
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WIDSETH OVERVIEW



Widseth is an engineering, architecture, land surveying, environmental, and GIS firm with more than 200 employees located in nine offices in Minnesota and North Dakota. Our civil engineering portfolio includes township, municipal, county, state, federal, and private clients. Our project management and design experience spans transit, recreational, institutional, and utility infrastructure facilities. We have successfully completed MnDOT, MnDNR, MPCA, and other agency facilities under state contract design and construction administration services. Our project list includes public works, trails and park campuses, building systems and site development, highways and local roadways, water, sanitary and storm sewer infrastructure, recreational waterway accesses and watercraft landings, campgrounds, environmental restoration and protection, pollution clean-up and more. Our civil, structural, landscape architecture, and land surveying talents have experience with many projects for public and private clients. Our land survey crews and environmental specialists work throughout the Midwest. Together, our multi-discipline team provides our clients with a complete package of services to lead their projects from concept to completion.

Widseth's offices are located across Minnesota and North Dakota.



9
Locations



200+
Employees



MULTI
discipline
Planning & Design



Personnel by Discipline

- Administrative 20
- Aerial 7
- Architectural 32
- Landscape Architecture 2
- Building official 1
- Civil Engineering 60
- Electrical Engineering 5
- Electrical Distribution 6
- Environmental 8
- Funding 2
- Land Surveying 37
- Marketing 7
- Mechanical Engineering 7
- Structural Engineering 4
- Water Resources 5
- GIS 3

PROJECT UNDERSTANDING

The City of Brainerd was successful in being allocated \$143,000 from the State Park Road Account (SPRA) program to improve Lum Park Road to the Rice Lake Public Access. The city wishes to contract with a consulting engineering firm to complete professional services associated with design and construction phase services for the proposed improvements. Bidding is slated for March 2023 with construction during the summer of 2023.

Existing pavement conditions on this heavily used local park and lake access have deteriorated and will require the expenditure of city funds to rehabilitate the streets to an acceptable and safe service level. SPRA funds will be used to offset construction costs associated with the SPRA-eligible components of the proposed improvements. We discussed ancillary improvements with the city engineer during the preparation of the funding application in 2021. These improvements included narrowing a portion of Lum Park Road, parking area pavement rehabilitation and re-striping, a new pedestrian trail and bridge, stormwater management improvements, and other related construction. These ancillary improvements, although consistent with the Brainerd Parks Master Plan that Widseth prepared for the city, are not covered by SPRA funds and will be direct city costs. The scope of services being requested by the city includes both SPRA-eligible and ancillary improvements as follows:

SPRA Eligible Improvements:

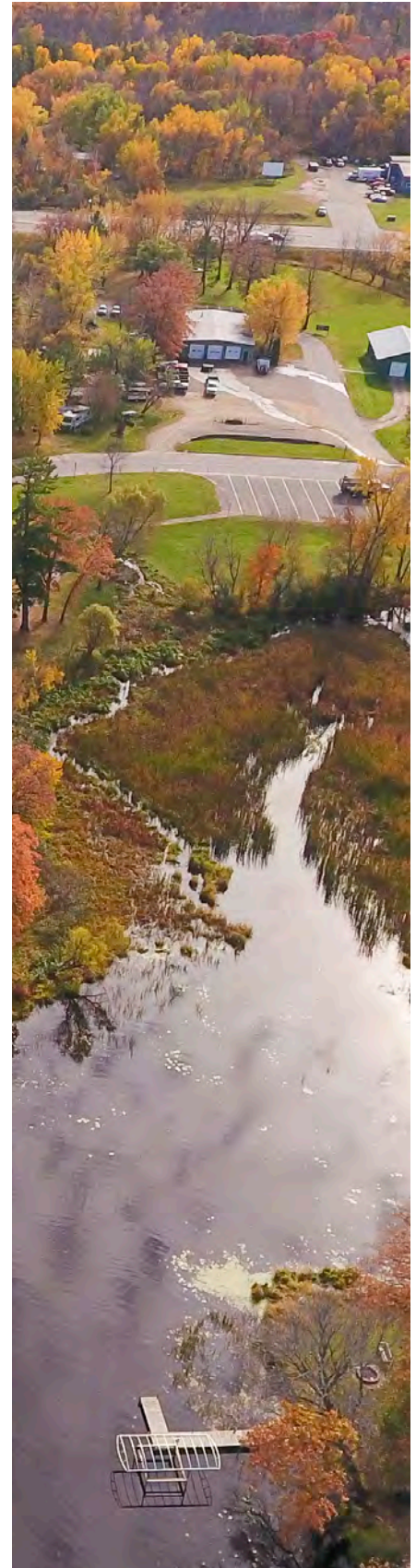
- Full-depth reclamation and bituminous re-paving of Lum Park Road from State Highway 210 through the intersection and curb returns associated with the public lake access drive.
- A two-inch mill and bituminous inlay of the lake access drive preserving the existing curbs.

Non-SPRA Eligible Improvements:

- Roadway narrowing including curb and gutter reconstruction.
- Mill and overlay of the truck/trailer parking area on the north side of Lum Park Road.
- Construction of a new 10-foot-wide bituminous trail from State Highway 210 to the end of the full-depth reclamation section.
- Review of a pedestrian bridge crossing over a drainage way (approximately 22-24 foot span) or a culvert extension to accommodate the proposed trail. Our proposal is based on a culvert extension. Bridge design would require a supplementary proposal.
- Stormwater BMP facility.
- Site grading and restoration.

In addition to the items reiterated from the RFP, the following additional improvements are anticipated:

- Trail re-alignment on the north side of Lum Park Road.



- Pedestrian crosswalk, including ramps, crossing markings, and pedestrian signing (non-lighted).
- Additional new pavement area around the RV Dump Station.
- Adjustment of existing storm sewer, sanitary sewer frames, and covers.
- Adjustment of storm sewer discharge to the proposed stormwater BMP facility.

Items not identified in the RFP and not a part of the proposed project scope include:

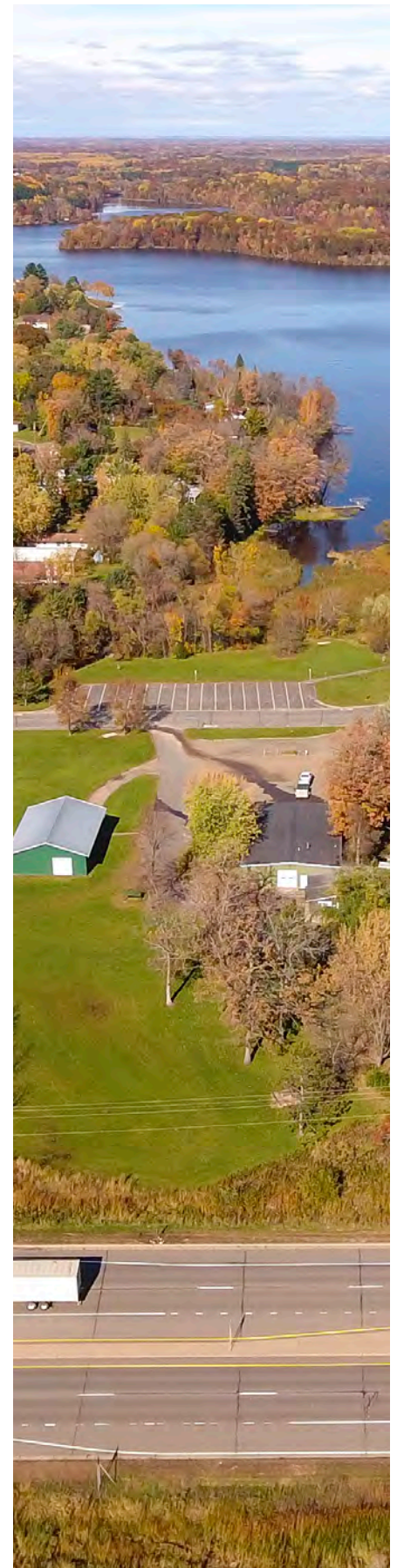
- Cuyuna Trail improvements.
- Replacement of existing storm sewers, storm sewer structures, or design of new storm collection system.
- Boat ramp and/or dockage improvements.
- Additional signing (pedestrian crossing excepted).
- Lighting
- Landscaping

We have in-house resources and talented staff with experience on similar projects to complete these additional services if desired by the city.

We expect our scope of work will include administrative services typically required for a State-Aid-funded project. These include:

- State-Aid Plan standard preparation and Plan Review with District 3 and the city.
- Utility locate and meet
- Engineer's Estimate of Project Cost
- Hydraulics Plan Review
- Traffic Control Plan
- Tabulations and Statement of Estimated Quantities
- Incorporation of SA Standard Specifications and City Contract Documents
- Bid Proposal preparation and letting
- Award of Contract recommendation and assistance
- Pre-Construction Conference with utilities, contractor, city, and others as needed.
- Construction Administration:
 - » Construction Observation
 - » Construction Staking
 - » Material Sampling and Testing (Aggregate, Bituminous, Concrete)
 - » Labor Compliance (Contractor Interviews, Payroll Review, Documentation)
 - » Payment Application Review and Recommendation for Payment to the city
 - » Project SA closeout documentation and Final Payment processing
 - » Record Survey and Drawings – Not required for State-Aid but can be provided as additional services if the city desires.

Our understanding of the project scope, coupled with our SPRA and State-Aid experience, are more than well-suited for this project.



PROJECT TEAM



License/Certification

Professional Engineer: MN (23432),
ND (PE-8704), WI (40374-6)

Certified SSTS Advanced Designer:
MN (C3145)

Erosion / Stormwater Management:
Design Construction SWPPP

Education

Bachelor of Science, Civil Engineering |
North Dakota State University

Availability

70%

DAVE REESE PE, VP Principal in Charge | Civil Engineer

Dave has fulfilled the role of municipal engineer, project engineer, and project manager for many roadway and utility projects using Federal and State-Aid processes, documentation, and delivery. These include County and Municipal State-Aid and State Projects. SPRA, Cooperative State-Municipal agreements, LRIP, Transportation Alternatives Program, and Federal Highway enhancement programs were associated with these projects. Dave and Widseth are familiar with the Delegated Contract Process.

Project Experience

- CSAH 77/Nokomis Avenue Roundabout—Nisswa, MN
- MnDOT 371 Frontage Road - Cooperative Construction Agreement (SP 1810-109)—Jenkins, MN
- SPRA - Olander Road (SAP 018-600-030)—Fairfield Township, MN
- SPRA - Sunrise Point Road (SAP 018-600-033)—Platte Lake Township, MN
- SPRA - 215th Street (SAP 018-600-032)—Garrison Township, MN
- SPRA - Haakon Drive - (SAP 029-600-011)—Arago Township, MN
- State-Bridge Account - Sunrise Island and Dream Island Bridge Replacements (SAP 018-597-006 and SAP 018-597-009)—Crosslake, MN



License/Certification

Professional Engineer: MN (57744)

OSHA 10

ACI Field 1

Education

Bachelor of Science, Civil Engineering |
North Dakota State University

Availability

80%

ALEX BITTER PE Project Manager/Engineer

Alex works in the civil engineering department and is responsible for an array of services, including coordination with surveys and subdivisions, water and wastewater systems, storm sewers, and street and highway improvements. Alex assists with studies, performing various civil designs, preparing construction plans and specifications, putting together permit applications, coordinating designs and plans with clients and regulatory agencies, and seeing projects through during the construction phase.

Related Experience

- ISD 181 School Referendum—Brainerd/Baxter, MN
- Bemidji Steel Company New Facility—Bemidji, MN
- 2021 Baxter Street Projects—Baxter, MN
- SPRA - Sunrise Point Road (SAP 018-600-033)—Platte Lake Township, MN
- Hooper Creek Loop Development—Baudette, MN
- Pine Wood Crossing Development—Nisswa, MN
- City of Dawson Water System Modeling—Dawson, MN
- Harmony House Building Addition—Motley, MN
- National Loon Center—Crosslake, MN



License/Certification

Professional Engineer [Structural]:
MN (21179), ND (PE-6661), SD (6166),
WI (E-45447)

Education

Bachelor of Science, Civil Engineering
(Structural) | University of Minnesota

Availability

70%

KENT ROHR PE, EXEC. VP Structural Engineer

As the director of Widseth's structural engineering department, Kent works with the project architect and engineers to incorporate a safe and economical building structural system into the architect's vision of the overall project. He has worked with a variety of systems including timber, masonry, steel, precast and reinforced concrete with building sizes more than \$200 million. Kent's work also includes structural evaluations, remodels, and rehabilitation of existing structures.

Related Experience

- Terrace Mill Bridge & Spillway Improvements—Glenwood, MN
- Wall Street Bridge—Cass County, ND and Clay County, MN
- Greenwood Street Bridge—Thief River Falls, MN
- Turtle River State Park Vehicular and Pedestrian Bridge—Arvilla, ND
- Itasca County Bridge 31538—Itasca County, MN
- Wabasha County Bridge—Millville, MN
- Benton County Bridge—Benton County, MN
- Stearns County Bridge—Stearns County, MN



License/Certification

Professional Engineer: MN (44959)
Erosion / Sediment Control: Design
Construction SWPPP

Education

Bachelor of Science, Civil / Forest
Engineering | Michigan Tech University,

Availability

70%

PETE SARBERG PE, VP Water Resources Engineer

Pete is responsible for water resources engineering studies and design, including hydrologic analysis, bridge hydraulics, scour analysis, structural recommendations, and watershed district engineering. Pete is Widseth's Water Resources Department Supervisor. He is an expert in computer modeling applications such as WSPRO, HEC RAS, HMS, HY8, HydroCad, CulvertMaster, and the StormCad environment for hydraulic, hydrologic, storage routing, and scour analysis calculations. Pete has also served as Project Manager/Engineer on the numerous Federal State Aid and grant-funded projects. He serves as technical advisor to the Alexandria City Stormwater Management Committee, conducting citywide stormwater management reviews, and MS4 compliance.

Project Experience

- Lac Qui Parle County CSAH 20 Drainage Design, Bridge and Culvert Hydraulics, and SWPPP Design for 15-mile Rural Reconstruction—Lac Qui Parle County, MN
- Grant CSAH 2 Pomme de Terre Outlet Multicell Box Culvert with Channel
- Drainage Review and Topo Survey, Permanent Stormwater Management—Osakis, MN
- Swift CSAH 9 - Develop Permanent Stormwater Management—Benson, MN
- Chippewa CSAH 15 - Develop Permanent Stormwater Management—Chippewa County, MN
- Chippewa CSAH 30 - Develop SWPPP—Chippewa County, MN



License/Certification

Resilient Precast Concrete
Certificate (RPEC)

MN Certification, Erosion/
Stormwater Management:

- Design of Construction SWPPP
- Construction Site Management

Education

Bachelor of Science, Civil Engineering,
University of Minnesota Duluth

Availability

90%

EMMA CLARKE EIT Project Engineer in Training

Emma works in the civil engineering department and is responsible for a variety of services, including project and client management, permit applications, construction staking computations, site design, and preparing construction plans and specifications and Stormwater Pollution Prevention Plans (SWPPP). In addition, she helps cities with various funding applications.

Project Experience

- Street and Wastewater Improvements—Lake Shore, MN
- Nisswa Crossings Development (formerly Pinewood Crossing)—Nisswa, MN
- Sewer, Water, and Street Improvements—Isle, MN
- SPRA - Sunrise Point Road (SAP 018-600-033)—Platte Lake Township, MN
- Clamshell Beach Resort Drainage Improvements—Pequot Lakes, MN
- The Wharf - Stormwater Management Plan—Crosslake, MN



License/Certification

Land Surveyor: MN (60122)

Education

Bachelor of Science, Land Surveying |
St. Cloud State University

Civil Engineering/Land Surveying
Degree | Saint Cloud Technical and
Community College

Availability

90%

TYLER POGREBA LS Project Land Surveyor

Tyler is responsible for survey project management, construction staking, leveling, boundary surveys, topographic surveys, as-built/ALTA surveys, cell tower surveys, section breakdown knowledge and construction surveys. He is experienced in operating Trimble S6 Robotic total stations and Trimble static and RTK GPS systems, working with AutoCAD Civil 3D, and is skilled in preparing detailed field reports and collecting survey information.

Related Experience

- Street Improvements—Cross Lake, MN
- Mapleton Road Improvements—Baxter, MN
- Smiley Road Improvements—Nisswa, MN
- 215th Street Design Construction Garrison Township, MN
- Highway 25 Concept Layout Sketches—Crow Wing County, MN
- Memory Drive Improvements—Baxter, MN
- Nelson Drive Construction Deerwood Township, MN
- Hwy 371 Retail Construction Staking—Brainerd, MN
- Road Improvements—Breezy Point, MN



Education

Diploma, Computer Aided Design Technologies | Hoosier Hills Area Vocational School

Availability

90%

JOSHUA REBENNACK Civil Technician

Joshua has experience with drafting, design and layout of site developments and State-Aid plan preparation for streets and roadways, converting and integrating GIS data, and various others tasks. As an AutoCAD designer, Joshua is primarily responsible for preparing site maps and plan sets for bidding and construction, quantity take-offs, oversight of CAD standards, and processes.

Project Experience

- Todd County Highway Department Maple Street Project LSI & ASA (Leak Site 19702)—Aldrich, MN
- SP 5701-31; MnDOT TH 59 Phase I and Phase II ESA—Thief River Falls, MN
- TH 371 Turnback Project—Pequot Lakes, MN
- SP 5205-29; MNDOT TH 71 Bridge Project—Jackson, MN
- MnDOT & City of Kelliher Phase I and IIESAs of TH72—Kelliher, MN
- City of Herman Waterline Replacement Contamination Monitoring—Herman, MN
- Cuyuna Recreation Trails—Crosby, MN
- Emily ATV Trail SWPPP—Emily, MN



License/Certification

Economic Development Finance Professional (Cert. #1204-010)

Education

Master of Business Administration | Bemidji State University

Bachelor of Science, with Honors | Bemidji State University

Availability

90%

GAIL LEVERSON MBA, EDFP Senior Funding Specialist | Grant Writer

Gail joined Widseth in 2019 with more than 20 years of funding experience. She keeps current on new funding opportunities and assists city staff in securing them. In the past two years, she has helped cities fund water, wastewater, roads, parks, and industrial park projects. Her specialties include redevelopment, demolition, and historical rehab projects. Funding assistance includes grant administration and labor compliance to extend city staff. With the assistance of four funding technicians, Gail will be responsible for monitoring labor compliance needs for this project. Tasks will include providing labor compliance documents for the bid packet, reviewing certified payrolls, providing a monthly report for the city, and collecting documents that are required by the funder.

Project Experience

- Lum Park Road Improvement - Brainerd MN
MnDNR, \$143,000 grant
- Town Lake Park Improvement—Frazee, MN
MnDNR, \$250,000 grant
- Playground Improvement—Marshall, MN
MnDNR, \$28,622 grant
- Wastewater Treatment Facility Expansion—Nisswa, MN
PFA, \$5.2 million low interest loan
- “Heart of the Good Life” Infrastructure Expansion—Pequot Lakes, MN
DEED, \$164,700 grant
- Pequot Lakes Fire Department Tanker Truck—Pequot Lakes, MN
FEMA, \$267,000 grant

PARK PROJECTS



SPRA PROJECTS

Funding Applications

- **Lum Park Road Improvement—Brainerd, MN**
- North Drive west of North Lakeview Drive for the Pelican Lake (NW) Public Water Access—Breezy Point, MN

Constructed Projects

- Trapper Drive—Villard Township, MN
- Haakon Drive—Arago Township, MN
- Inland Drive—Arago Township, MN
- Olander Road—Fairfield Township, MN
- Greer Lake Road—Fairfield Township, MN
- Sunrise Point Road—Platte Lake Township, MN
- 215th Street—Garrison Township, MN



Karlstad Park Master Plan



PARK MASTER PLANNING

- Brainerd Parks and Recreation—Brainerd, MN
- Baxter Parks and Recreation—Baxter, MN
- Crosslake Parks and Recreation—Crosslake, MN
- International Falls Comprehensive Master Planning Study—International Falls, MN
- Karlstad Park Master Plan – Town Square—Karlstad, MN
- Montgomery Parks Master Plan—Montgomery, MN
- Morris Park Study—Morris, MN

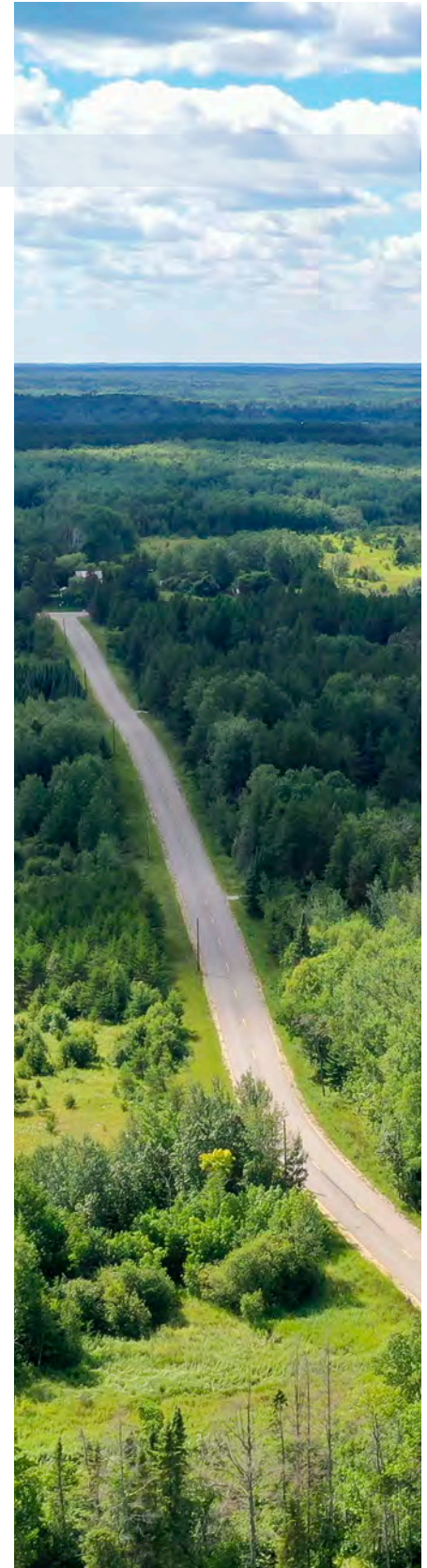
MNDNR GRANT FUNDS EXPERIENCE

Our Senior Funding Specialist Gail Leverson has helped secure funds for the following MnDNR projects:



PROJECTS & GRANTS AWARDED

- Lum Park Road Improvement—Brainerd MN
 - » \$143,000 grant
- Town Lake Park Improvement—Frazee, MN
 - » \$250,000 grant
- Playground Improvement—Marshall, MN
 - » \$28,622 grant
- 215th Street—Garrison Township, MN
 - » \$525,000 grant
- Olander Road—Fairfield Township, MN
 - » \$250,000 grant
- Haakon Drive—Arago Township, MN
 - » \$160,000 grant
- Inland Drive—Arago Township, MN
 - » \$320,000 grant
- North Drive—Breezy Point, MN
 - » \$85,000 grant
- Greer Lake Road—Fairfield Township, MN
 - » \$308,000 grant
- Sunrise Point Road—Platte Lake Township, MN
 - » \$154,000 grant



Inland Drive—Arago Township, MN

WORK PLAN, APPROACH, & PROJECT SCHEDULE

Work Plan Widseth, Smith, Nolting & Assoc., Inc. (WIDSETH)				LUM PARK ROAD/BOAT LAUNCH DRIVE RECONSTRUCTION PROJECT CITY OF BRAINERD STATE PARK ROAD ACCOUNT: SAP 018-600-034			
WBS	Element of Work	Responsibility		Schedule			Notes
		WIDSETH	Status	Estimated Start	Duration (cal. days)	Estimated or Actual Completion	
1.00	Phase 1 PRELIMINARY ENGINEERING			11/1	91	1/31	
1.10	Task 1 - Kickoff Meeting with City Staff	Reese/Bitter	-	11/1	7	11/8	City/Widseth Team Review/Concept Discussion
1.20	Task 2 - Develop Final Concept Layout and Improvements	Bitter	-	11/1	59	12/30	Conclude Conceptual Design
1.30	Task 3 - Geotechnical and Wetland Data Collection	Goeden	-	11/1	91	1/31	Fall Wetland Delineation (must be confirmed by County in the Spring)
1.40	Task 4 - Preliminary Permitting	Bitter	-	11/1	91	1/31	Wetland Permitting Applications
1.50	Task 5 - Review of City Surveying/Record Drawings	Pogreba	-	1/2	7	1/9	Available records review and determinatoin of additional data needed
1.60	Task 6 - Utility Meet	Bitter	-	1/9	7	1/16	Review final concept with utility owners and potential conflicts
1.70	Task 7 - Preliminary Cost of Improvements (Participating/Non-Participating)	Bitter	-	1/2	14	1/16	Estimate of probable project cost with cost splits for eligible/non-eligible
1.80	Task 8 - Review Cost/Budget Alternatives with City Staff	Bitter	-	1/2	4	1/6	Alternatives and costs review/decisions
1.90	Task 9 - Review with Affected Property Owners	Bitter	-	1/2	4	1/6	Project review invitation/open-house
2.00	Phase 2 FINAL DESIGN/CDs			1/1	68	3/10	
2.10	Task 1 - SA Plan Preparation and Review at 60% and 90%	Reese/Bitter	-	1/1	40	2/10	CDs
2.20	Task 2 - SA District 3 Plan Review	Bitter	-	2/10	28	3/10	Address D3 plan comments
2.30	Task 3 - Hydraulics Review	Sarberg	-	2/10	28	3/10	Address Hydraulics comments
2.40	Task 4 - RIM Review with MnDNR Hydrologist and Wildlife	Sarberg	-	2/10	28	3/10	Address DNR Hydrologist and Wildlife comments
2.50	Task 5 - Utility Review	Bitter	-	2/10	28	3/10	Plan review with utility representatives
2.60	Task 6 - Final Permitting	Bitter	-	2/10	28	3/10	Wetland permits may be delayed until confirmation in the spring
2.70	Task7 - Specifications and Bid Proposal Documents	Bitter	-	1/1	68	3/10	CD finalization with project manual/proposal
3.00	Phase 3 BIDDING PHASE SERVICES			1/1	110	4/21	
3.10	Task 1 - Instructions to Bidders, GCs, SPs, Bid Proposal	Bitter	-	1/1	68	3/10	Bid proposal preparation
3.20	Task 2 - Assist with Advertising for Bids	Bitter	-	2/16	22	3/10	Widseth will advertise on QuestCDN and City's official newspaper
3.30	Task 3 - Assist with Bid Opening	Bitter	-	3/31	3	4/3	Widseth will open bids and tabulate results
3.40	Task 4 - Bid Review and Recommendation for Award	Bitter	-	3/31	3	4/3	Widseth will provide a recommendation for award of contract
3.50	Task 5 - Distribution of Contract Documents for Execution	Bitter	-	4/3	18	4/21	Widseth will distribute contracts for execution
4.00	Phase 4 CONSTRUCTION PHASE SERVICES			3/31	91	6/30	
4.10	Task 1 - Pre-Construction Conference	Bitter	-	4/21	7	4/28	Widseth will coordinate the Precon
4.20	Task 2 - Construction Staking	Pogreba	-	5/1	5	5/6	Widseth will complete construction staking
4.30	Task 3 - Contract Administration	Bitter	-	4/21	63	6/23	Widseth will administer the Contract with review by City staff
4.40	Task 4 - Construction Observation	Bitter	-	5/1	39	6/9	Widseth will provide construction observation at appropriate times
4.50	Task 5 - Pay Applications/COs/SAs	Bitter	-	5/1	60	6/30	We will review and process pay applications/COs/SAs as needed
4.60	Task 6 - City Council Meetings (As Needed)	Reese/Bitter	-	3/31	91	6/30	We will attend regular City Council meetings during the project if needed
Project Estimated Start & Estimated End				11/1	241	6/30	

Global Notes:							
1.	PRELIMINARY ENGINEERING						
a.	Wetland delineation will be required for the culvert extension that will allow the recreational trail to be constructed. The window for wetland delineation will be drawing to a close in the next few weeks due to vegetation and other indicators diminishing with frost and onset of winter. If the City makes a decision within a week of proposal submittals, there may be a 2-3 week window remaining pending weather. Otherwise, this work will need to be completed next spring and the project schedule will need to be adjusted accordingly.						

Work Plan Widseth, Smith, Nolting & Assoc., Inc. (WIDSETH)	LUM PARK ROAD/BOAT LAUNCH DRIVE RECONSTRUCTION PROJECT CITY OF BRAINERD STATE PARK ROAD ACCOUNT: SAP 018-600-034
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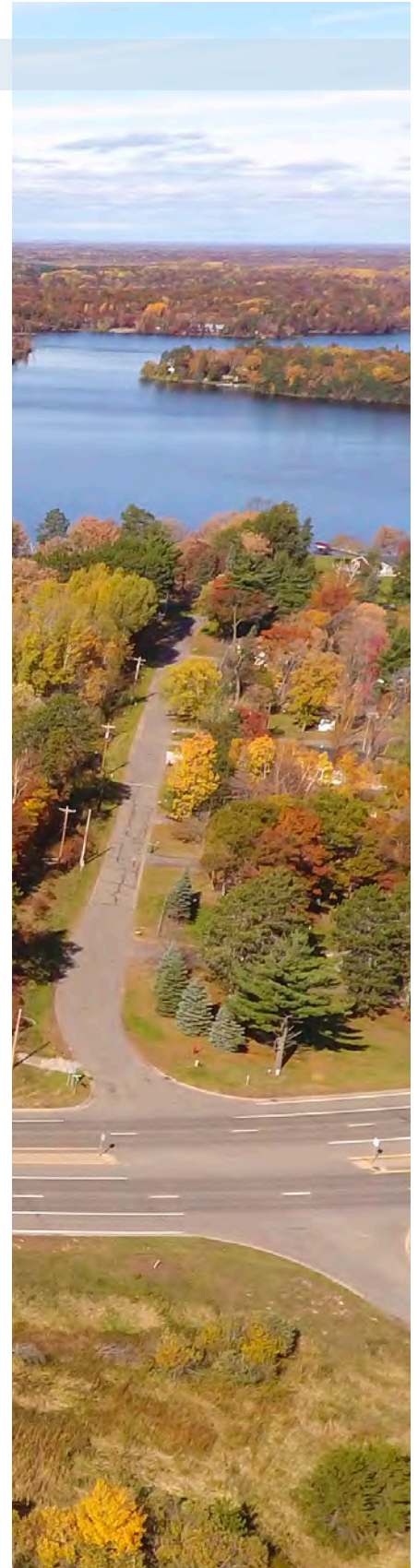
WBS	Element of Work	Responsibility		Schedule			Notes
		WIDSETH	Status	Estimated Start	Duration (cal. days)	Estimated or Actual Completion	
2.	FINAL DESIGN/CDs						
a.	This proposal provides for one round of plan revisions with City staff. Additional changes/revisions to the concepts and final CDs will be provided as additional services.						
b.	This proposal is based on Widseth completing a design survey to obtain the information we need to complete the plans. Survey information and record drawings provided by the City will be confirmed with our survey data.						
3.	BIDDING						
a.	We will advertise the project throught the QuestCDN online platform and can receive electronic bid submittals or conventionally submitted bids as the City prefers.						
b.	We will prepare an advertisement for bids for the City and can advertise the project in the City's official newspaper as the City prefers.						
4.	CONSTRUCTION ADMINISTRATION						
a.	This proposal is based on construction observation during key intervals of the construction, and during all underground utility installation, concrete and paving operations.						
b.	Construction materials testing will be completed by a MnDOT certified lab/consultant.						
c.	The estimated completion date is depended on the contractor's progress, scheduling, means and methods and permitting agency review time.						

BRAINERD STAFF INVOLVEMENT



CITY STAFF PROJECT SUPPORT

- Provide all relevant background information, survey data, record drawings, and documents.
- Review alternatives presented and provide the final recommendation that will be moved forward for City Council approval as the city's budget may allow.
- Facilitate city meetings and agenda requests.
- Facilitate contractor payments from the State-Aid account as the Municipal State-Aid Engineer.
- Review concept and construction documents, provide input consistent with the city's long-range infrastructure plan and co-sign the final documents as required by State-Aid.
- Attend and facilitate the venue for the bid opening and subsequent committee and City Council actions as necessary.
- Provide city contracting documents required for execution by the contractor.
- Facilitate city action on COs, SAs, and other contract amendments as drafted by Widseth as may be necessary to complete contract administration.
- Coordinate city operations with the proposed project and provide support as may be needed concerning other city departments and partners.



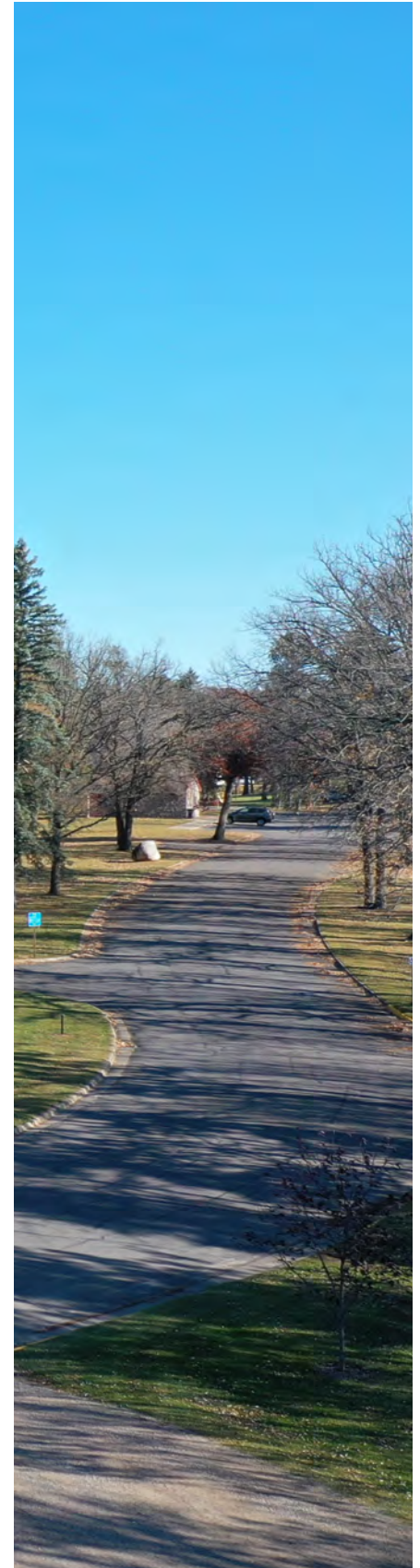
■ MANAGING COST CONTROLS

Cost control begins with preliminary estimating of desired improvements and adjustments of the project scope as necessary to meet budget limits. We recommend the city include a 10% construction contingency buffer on all preliminary construction estimates if unexpected bid pricing or construction issues arise.

The finalized project scope can be orchestrated to provide bid alternates as an option. This allows the city to reduce or add to the project scope based on the actual competitive construction bids. We recommend the construction contract be awarded on a base bid, which is the minimum project scope the city wishes to have constructed. Add-alternate work can be bid separately, and the city can choose to proceed with the added project scope or not based on the bid pricing.

Change orders, supplemental agreements, and engineering costs are all relative to the issues encountered during construction that revolve around site conditions, traffic, weather, and other acts of God, the contractor's means and methods of construction (which the engineer and owner do not determine), and time. In every project, these factors affect the outcome of the project cost. Cost control of the contractor is tied to the contract, completion date, and bid pricing. Additions to the project scope, or unforeseen issues, will add cost. The cost control of the engineer is tied to scope changes and time. Minimizing these factors will help keep the project on budget.

The "not-to-exceed" method of obtaining bids from professional engineering firms may seem like a solid method of cost control for a municipality. However, it creates an unrealistic pricing game to win the project at the onset with no room to absorb any unforeseen costs for the consultant. The lowest bidding firm will then request additional fees for any supplemental scope or time-related factor caused by the contractor or the city. Selection of professionals that give the city the best service and project outcome is formally done by the qualification-based selection process rather than by bidding or weighting selection of a firm primarily on the lowest proposal price.



PAST PERFORMANCE

Our project team has decades of experience with many SPRA projects and the State-Aid project process. We know the expectations of our District State-Aid partners and the role of the city, district, and Widseth within the framework of an SPRA-funded project.

The projects we have referenced have been on time and within budget despite unique issues addressed for each. Change orders and supplemental agreements were issued on prior projects. However, legitimate reasons and conditions warranted the administration of those processes, and the state and local authorities were in agreement and favor of each one. In some cases, the CO was to reduce the contract amount, not increase it, or adjust the project completion date for legitimate reasons.

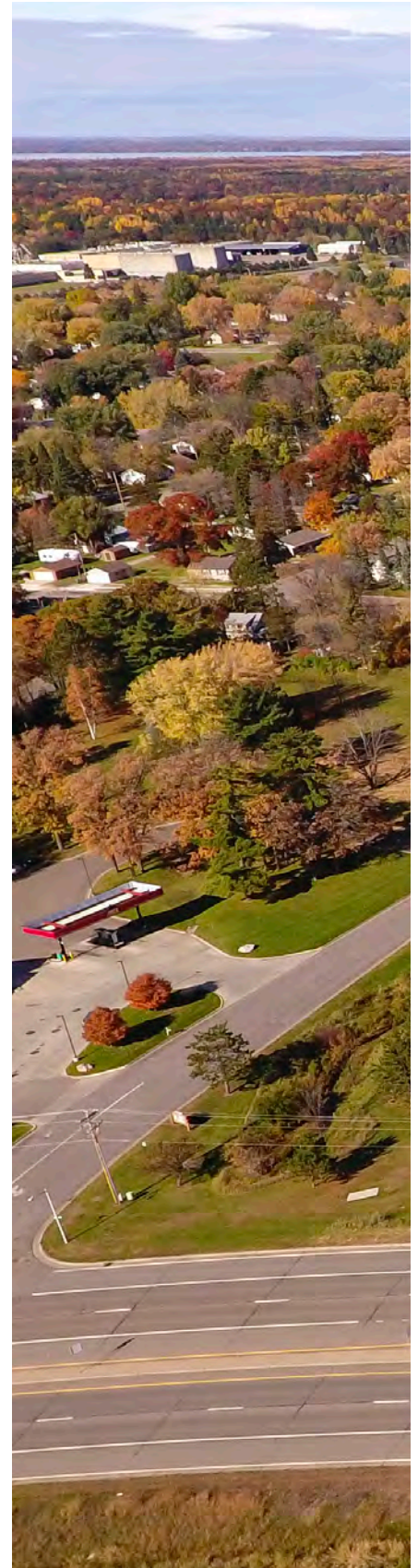
Our expertise for this project includes the labor compliance background to fulfill state requirements for documentation of state-wage schedules, payroll and benefits, civil engineering and project management to address design elements and project coordination, land surveying to address property and construction surveying, and staking.

We also have vast prior experience with this particular area of the city. We teamed with SEH to complete the Brainerd-Crow Wing Airport Utility Extension project and served on that team as the project engineer for the water main and sanitary sewer main extensions through Lum Park.

We prepared the Park Master Plan for the city that incorporates many design elements requested in this RFP.

We prepared the funding application for the city which resulted in SPRA funds allocation.

The results of our team's past performance speaks for themselves with the successes the city has already witnessed.



UNIQUE QUALIFICATIONS

Qualifications, training, education, experience, and additional information to demonstrate our competence and ability are in this proposal.



KEY HIGHLIGHTS

- Widseth is an industry leader in Greater Minnesota. We have focused much of our practice in Northern Minnesota to preserve its resources and help maintain its unique identity.
- Our work in diverse communities across outstate Minnesota and North Dakota and South Dakota has instilled an appreciation for the day-to-day concerns and long-term challenges staff face.
- A comprehensive firm, Widseth offers professional services in more than 14 disciplines, all in-house. Our integrated team works together to provide our clients what they need when they need it.
- We tailor our services to each client's specific needs—no more, no less—and the resulting efficiencies in time and cost are passed along to you.
- One of Widseth's goals is to build partnerships with clients and colleagues so we can provide exceptional service. Successful collaboration means a better product for you. Over 75% of our work is for repeat clients who have come to rely on us to meet their needs.
- A large portion of Widseth's client base is composed of public organizations whose missions are to build and support strong communities. Local, regional, State, and Federal, we understand the importance of creating facilities that are functional, suited to the community, and not only designed within the client's budget, but also efficiently operated.
- The depth of our project team extends beyond the resumes of the experienced individuals included in this proposal. Our Strategic Plan guiding principle is to "CREATE VALUE and INSPIRE GREATNESS." We are, as one firm, a formidable ally for the City of Brainerd with a strong desire to better the communities in which we live.



WiDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

Alexandria | Bemidji | Brainerd | Crookston | East Grand Forks | Grand Forks | Mankato | Rochester | Wyoming

Widseth.com

October 11, 2022

Jessie Dehn, PE, City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401
218.513.0172
JDehn@ci.brainerd.mn.us

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter MN 56425-2720
218.829.5117
Baxter@Widseth.com
Widseth.com

Re: Cost Proposal – Lum Park Road/Boat Launch Drive Reconstruction Project

Dear Jessie Dehn and Members of the Selection Committee:

Enclosed is our “not-to-exceed” cost proposal of estimated fees for the engineering design, construction and administration, contingency fee, construction survey and staking, and construction phases of the Lum Park Road/Boat Launch Drive Reconstruction Project as requested by the Request for Proposal.

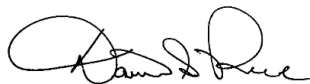
Our 2022 Fee Schedule and General Provisions of Professional Services Agreement are included with this cover letter and provide the anticipated direct expenses and rates for miscellaneous charges. Our mileage rate is the federal mileage rate determined by the Internal Revenue Service (IRS).

As noted in our proposal, our fees are based on extending the existing drainage culvert to provide adequate width for the trail crossing. If the city prefers a pedestrian trail bridge, we will submit a fee amendment for the additional design/construction services associated with a pedestrian bridge.

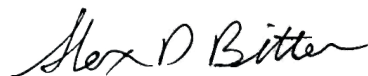
State Park Road Account (SPRA) Program funding provides construction funds to improve the access roadway or street to the recreational facility per the State Park Road Standards. SPRA funds will not cover the cost of improvements to the boat landing or other park facilities. Our proposal includes SPRA-eligible and non-eligible improvements detailed in the RFP. If the city wishes to complete additional improvements, we will provide a supplementary proposal for those design/construction elements.

We look forward to working with you!

Sincerely,



Dave Reese PE, VP
Principal in Charge | Civil Engineer
218.316.3629
Dave.Reese@widseth.com



Alex Bitter PE, VP
Project Manager/Engineer
218.316.3627
Alex.Bitter@widseth.com

2022 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$125 / Hour
Level II	\$148 / Hour
Level III	\$172 / Hour
Level IV	\$180 / Hour
Level V	\$195 / Hour
Technician	
Level I	\$ 82 / Hour
Level II	\$105 / Hour
Level III	\$122 / Hour
Level IV	\$137 / Hour
Level V	\$153 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 75 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widsseth Smith Nolting & 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 the General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents together with all prior communications shall constitute the entire Agreement between the parties. Amendment 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 amount 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 of the opinion 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 such 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 of Construction, 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 or part of a work scope where 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 payment to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or part of a work scope where 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 of Construction 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 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 computations 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 the 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 accounts 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 disbursement including reasonable attorneys fees, incurred in connection with collecting amount 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 other 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 a unilateral 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 of an amount for 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 consultants 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 allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of 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 out of 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 other extensions of the Project or any other project. Any modification or reuse without written verification or 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 suit or claims of third parties arising out of use of unfinished documents or modification 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 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 CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of 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 some forms of electronic media 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 CLIENT.

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

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or 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.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- 7.1. permit WIDSEH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSEH:
1. Provide all program, budget, and other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT'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 CLIENT's policies with respect to WIDSEH's services.
 3. Furnish, as required for performance of WIDSEH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by its services or others, including without limitation, core borings, probes and subsurface exploration, hydrographic and geohydrologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretation 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 restrictions; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to and make all provisions for WIDSEH to enter upon publicly or privately owned property as required to perform the work.
 5. Contact as liaison with the agencies 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. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSEH, obtain advice from attorney, insurance counsel or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSEH.
 7. Give prompt written notice to WIDSEH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSEH's services or any defect in the work of CONTRACTOR(s), CONSULTANT or WIDSEH.
 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 or 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, reclaimed or recycled.
 9. If WIDSEH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSEH shall cease activity in the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSEH do not include identification of asbestos or pollution, and WIDSEH has no duty to identify or attempt to identify the same within the area of the Project.
 10. With respect to the foregoing, CLIENT acknowledges and agrees that WIDSEH is not to be a user, handler, generator, processor, transporter or disposer of asbestos or pollution which may be encountered by WIDSEH in the Project. It is further understood and agreed that services WIDSEH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Hereafter, CLIENT agrees, except (1) such liability as may arise out of WIDSEH'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 WIDSEH and WIDSEH's officers, subcontractors(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 WIDSEH. This indemnification shall survive the termination of this agreement.
 11. Provide such accounting, independent cost estimating and insurance consulting services as may be required for the Project, such legal services as CLIENT may require for WIDSEH. It may reasonably be required with regard to legal issues pertaining to the Project including any that may be raised by CONTRACTOR(s), such auditing services as CLIENT may require to ascertain how and for what purpose any CONTRACTOR has used the money paid under the construction contract, and such inspection services as CLIENT 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 the services, materials, and data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- WIDSEH may use any CLIENT provided information in performing its services. WIDSEH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSEH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSEH shall endeavor to notify the CLIENT. However, WIDSEH shall not be held responsible for any errors or omissions that may arise as a result of erroneous information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and their 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 submitted and furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute 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 WIDSEH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSEH is to be employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSEH will not be responsible for, and CLIENT shall indemnify and hold WIDSEH, 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 or acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSEH, 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 WIDSEH has undertaken or assumed under this agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSEH may review and approve or take other appropriate action on the contractor's submittals for shop drawings for the limited purpose of checking for general conformity 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. WIDSEH's review and/or approval shall not constitute approval of safety precautions, any construction means, methods, techniques, sequences or procedures. WIDSEH's approval of a specific item shall not indicate approval of an assembly for which the item is a component. WIDSEH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents or from the responsibility for errors or omissions in items such as sizes, dimensions, quantities, qualities, or locations. CONTRACTOR shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications or certificates for completion shall be based upon WIDSEH's observations of the work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSEH's knowledge, information and belief, the quantity and quality of the work in general conform with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSEH has made an exhaustive or continuous inspection, 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 CLIENT.

Consultant Cost Detail Widseth, Smith, Nolting & Assoc., Inc.	LUM PARK ROAD/BOAT LAUNCH DRIVE RECONSTRUCTION PROJECT CITY OF BRAINERD STATE PARK ROAD ACCOUNT: SAP 018-600-034
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WBS	Tasks, Elements of Work	Consultant Labor Category, Estimated Hours, Hourly Rates, Costs										Reimbursable Expenses	Totals
		Widseth, Smith, Nolting & Assoc., Inc.											
		Prof IV	Prof V	Prof IV	Prof II	Prof II	Prof I	Tech III	Admin. Assist.	Funding Spec.			
		Reese	Rohr	Sarberg	Bitter	Pogreba	Goeden	Rebennack	Imgrund	Leverson			
		180	195	180	148	148	125	122	75	130	1%		
1.00	Phase 1 PRELIMINARY ENGINEERING												
1.10	Task 1 - Kickoff Meeting with City Staff	2		1	2	1						6	
1.20	Task 2 - Develop Final Concept Layout and Improvements				2			8				10	
1.30	Task 3 - Geotechnical and Wetland Data Collection				4		16					20	
1.40	Task 4 - Preliminary Permitting				8		8					16	
1.50	Task 5 - Review of City Surveying/Record Drawings				1	1						2	
1.60	Task 6 - Utility Meet				4	1			1			6	
1.70	Task 7 - Preliminary Cost of Improvements (Participating/Non-Participating)	1	1	4	8							14	
1.80	Task 8 - Review Cost/Budget Alternatives with City Staff	1	1	1	4							7	
1.90	Task 9 - Review with Affected Property Owners	2			2				1			5	
	Total Phase 1 - PRELIMINARY ENGINEERING Hours	6	2	6	35	3	24	8	2		...	86	
	Total Phase 1 - PRELIMINARY ENGINEERING Costs	\$1,080	\$390	\$1,080	\$5,180	\$444	\$3,000	\$976	\$150		\$123	\$12,423	
2.00	Phase 2 FINAL DESIGN/CDs												
2.10	Task 1 - SA Plan Preparation and Review at 60% and 90%	2	4	24	40	16	8	100	10			204	
2.20	Task 2 - SA District 3 Plan Review	1			1							2	
2.30	Task 3 - Hydraulics Review				2							2	
2.40	Task 4 - RIM Review with MnDNR Hydrologist and Wildlife			2	2							4	
2.50	Task 5 - Utility Review				2							2	
2.60	Task 6 - Final Permitting			2	2		8		2			14	
2.70	Task7 - Specifications and Bid Proposal Documents	1		2	18				12	2		35	
	Total Phase 2 - FINAL DESIGN/CDs Hours	4	4	30	67	16	16	100	24	2	...	263	
	Total Phase 2 - FINAL DESIGN/CDs Costs	\$720	\$780	\$5,400	\$9,916	\$2,368	\$2,000	\$12,200	\$1,800	\$260	\$354	\$35,798	
3.00	Phase 3 BIDDING PHASE SERVICES												
3.10	Task 1 - Instructions to Bidders, GCs, SPs, Bid Proposal	1		3	10				10			24	
3.20	Task 2 - Assist with Advertising for Bids				2				4			6	
3.30	Task 3 - Assist with Bid Opening				2				4			6	
3.40	Task 4 - Bid Review and Recommendation for Award				1				2			3	
3.50	Task 5 - Distribution of Contract Documents for Execution				2				4			6	
	Total Phase 3 - BIDDING PHASE SERVICES Hours	1		3	17				24		...	45	
	Total Phase 3 - BIDDING PHASE SERVICES Costs	\$180		\$540	\$2,516				\$1,800		\$50	\$5,086	
4.00	Phase 4 CONSTRUCTION PHASE SERVICES												
4.10	Task 1 - Pre-Construction Conference	2			4	2			1			9	
4.20	Task 2 - Construction Staking				8	16		10				34	
4.30	Task 3 - Contract Administration	2			24				14	8		48	
4.40	Task 4 - Construction Observation	2	2	6	75				3			88	
4.50	Task 5 - Pay Applications/COs/SAs				12				16			28	
4.60	Task 6 - City Council Meetings (As Needed)	2			6							8	

Consultant Cost Detail Widseth, Smith, Nolting & Assoc., Inc.	LUM PARK ROAD/BOAT LAUNCH DRIVE RECONSTRUCTION PROJECT											
	CITY OF BRAINERD											
	STATE PARK ROAD ACCOUNT: SAP 018-600-034											

WBS	Tasks, Elements of Work	Consultant Labor Category, Estimated Hours, Hourly Rates, Costs										
		Widseth, Smith, Nolting & Assoc., Inc.								Reimbursable Expenses	Totals	
		Prof IV	Prof V	Prof IV	Prof II	Prof II	Prof I	Tech III	Admin. Assist.			Funding Spec.
		Reese	Rohr	Sarberg	Bitter	Pogreba	Goeden	Rebennack	Imgrund			Leverson
		180	195	180	148	148	125	122	75	130		1%
	Total Phase 4 - CONSTRUCTION PHASE SERVICES Hours	8	2	6	129	18		10	34	8	...	215
	Total Phase 4 - CONSTRUCTION PHASE SERVICES Costs	\$1,440	\$390	\$1,080	\$19,092	\$2,664		\$1,220	\$2,550	\$1,040	\$295	\$29,771
	Total Estimated Project Hours	19	8	45	248	37	40	118	84	10	...	609
	Total Estimated Project Cost	\$3,420	\$1,560	\$8,100	\$36,704	\$5,476	\$5,000	\$14,396	\$6,300	\$1,300	\$822	\$83,078

SC	SUBCONSULTANT SERVICES											
SC 1	SC1 - MATERIAL TESTING											\$6,550
	Total SUBCONSULTANT SERVICES Costs											\$6,550

TOTAL SERVICES WORKPLAN/FEE PROPOSAL													
	WIDSETH												\$83,078
	SUBCONSULTANT												\$6,550
	Total TOTAL SERVICES WORKPLAN/FEE PROPOSAL Costs												\$89,628



wsb

A PROPOSAL FOR

Lum Park Road Reconstruction

FOR THE CITY OF BRAINERD

October 11, 2022



Jessie Dehn, PE, City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401

Re: Proposal for Lum Park Road/Boat Launch Drive Reconstruction Project

Dear Jessie,

On behalf of WSB, thank you for this opportunity to submit our qualifications. WSB's knowledge of this project area, project team with local staff presence, and history delivering projects utilizing DNR State Park Road Account Funds will provide unmatched value to the City of Brainerd in delivering a successful project.

Local Staff Presence | The WSB Team is made up of individuals that work and play in the Brainerd Lakes Area and use the amenities of Lum Park and the Brainerd trail system frequently. This local presence will provide for a powerful sense of ownership over the project outcomes and provide the City of Brainerd with added value during the project development and construction phases.

In-Depth Knowledge of Community Vision and Planning Efforts | WSB's Project Manager, Paul Sandy, was a part of the visioning efforts undertaken by the Brainerd Park Board and City Council for Lum Park and was a key staff member in the development of the plans for the future of the Cuyuna Lakes State Trail. This in-depth knowledge will help to align this proposed project with the goals and visions set forth by the elected and appointed officials during those activities and help to ensure this project is compatible with the future intended uses of Lum Park and other proposed amenities.

Full Understanding of Funding Requirements | Based on the City's success in obtaining State Park Road Account (SPRA) funding for this project, it is imperative that the project team have expertise in the eligibility and reporting requirements of the grant. WSB has a state-aid funding expert in Kelvin Howieson, who served as the MnDOT District 3 State Aid Engineer for 24 years. His experiences with the SPRA program, eligibility requirements, and state aid pay requests will provide for seamless grant management during project development and construction.

We are excited to continue this positive relationship with the City of Brainerd and for the opportunity to work with the city on this project. Please contact me at 320.630.4657 or psandy@wsbeng.com with any questions about our qualifications or availability.

Sincerely, WSB

A handwritten signature in black ink that reads "Paul Sandy". The signature is written in a cursive, flowing style.

Paul Sandy, PE
Project Manager



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Firm Overview



Forge ahead.

WSB is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

We share a vision to connect your dreams for tomorrow to the needs of today—the future is ours for the making.

650+
STAFF

30+
SERVICE AREAS

15
OFFICES

5
STATES

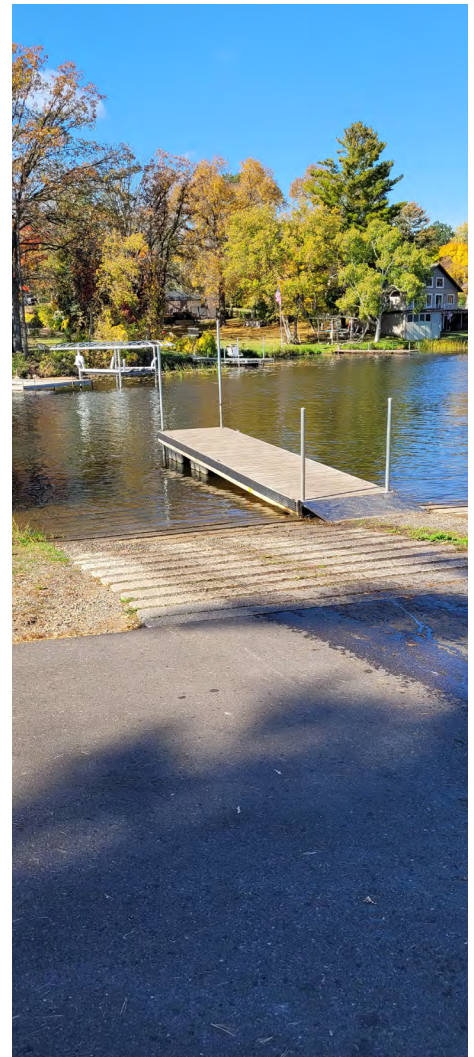
Alternative Project Delivery | Biogas | Bridges & Structures | City Engineering | Community Planning | Constructability Review | Construction Materials Testing & Special Inspection | Contractor Modeling | Drinking Water | Economic Development | Environmental Compliance | Geohazard Risk Management | Geospatial | Geotechnical Engineering | GIS Services | Grants & Funding | Health & Safety Compliance | Intelligent Transportation Systems | Investigation & Remediation | Land Development | Landscape Architecture | Managed Services | Natural Resources | Pavement Management | Pipeline | Project Management & Construction Administration | Public Engagement | Public Works Management | Right of Way | Roadway Design | Smart Cities | Solar | Survey | Sustainability | Technology Solutions | Traffic Engineering | Transit Planning | Transportation Planning | Urban Design | Vibration Monitoring | Visualizations | Water Resources | Water Reuse | Wind



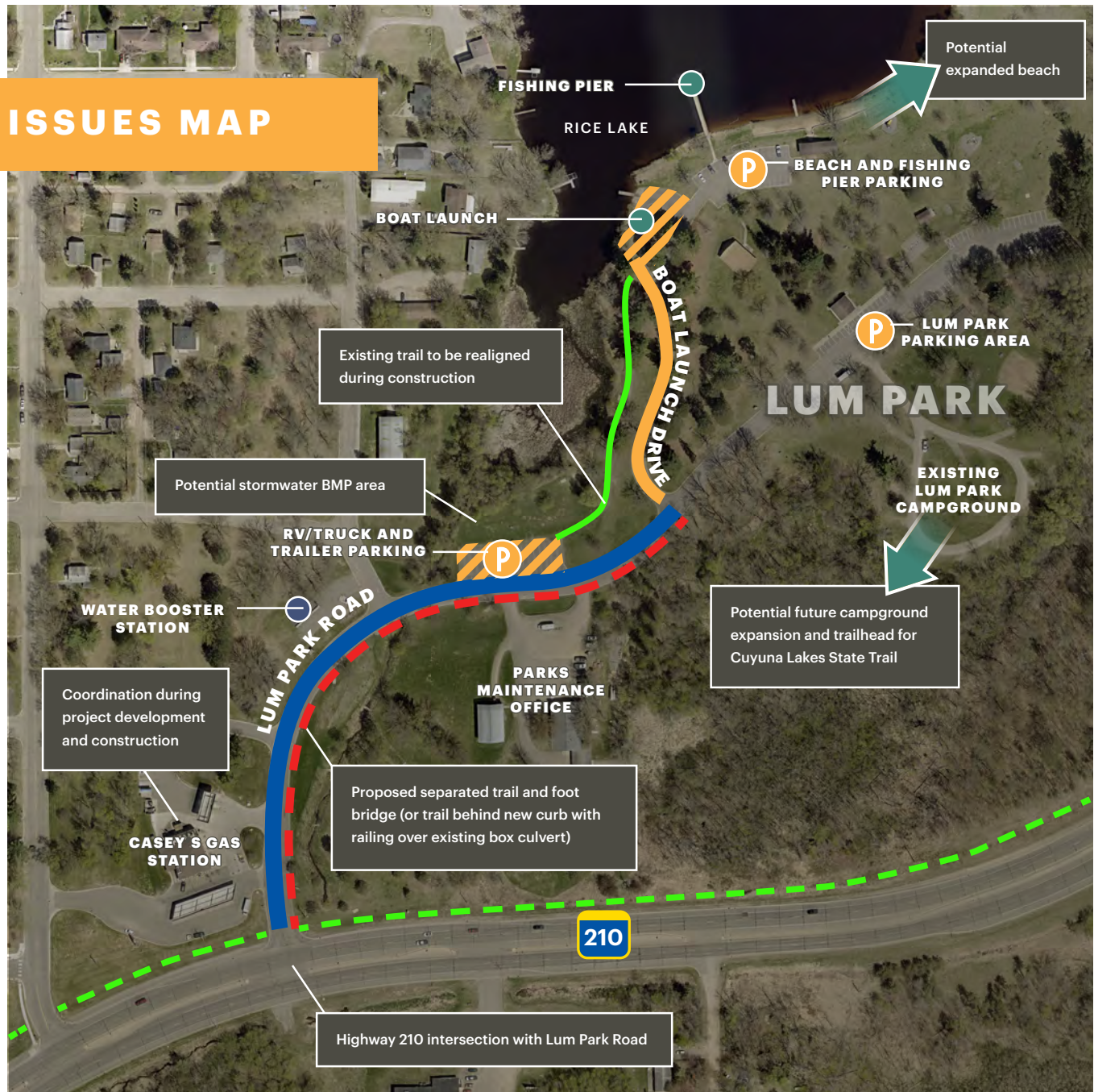
Project Understanding

We understand that the City of Brainerd is looking for professional engineering services including survey, design, construction plans and specifications, and construction administration for the reconstruction and resurfacing of Lum Park Road and the boat launch drive respectively from MN State Highway 210 to the Rice Lake Public Water Access. The project is partially funded through the State Park Road account, in which the City of Brainerd was awarded funds for in 2022. The SPRA funds are intended to recover costs associated with the resurfacing and incidentals of Lum Park Road and the boat access road. Other improvements identified and planned for construction by the City through use of local funds are a 10-foot separated trail, resurfacing of the RV/truck and camper parking area, stormwater retention and best management practices, a proposed foot bridge or at grade crossing over the existing box culvert for the separated trail, a narrowed street in which removes and replaces one of the curb lines, and a proposed paved RV dump station loop at the existing Parks and Recreation office.

Lum Park is a regional destination park which includes direct access to Rice Lake, a backwater of the Mississippi River, and other amenities such as a full-service campground, public beach, pavilions and picnic shelters, sand volleyball courts, playgrounds, restrooms, RV/truck and trailer parking, and a disc golf course.



ISSUES MAP



KEY

- RECLAIM AND NARROW ROADWAY SECTION
- - - PROPOSED 10-FOOT TRAIL
- MILL AND OVERLAY
- EXISTING PEDESTRIAN TRAIL
- - - FUTURE CUYUNA LAKES STATE TRAIL
- P PARKING FACILITY
- CITY OF BRAINERD FACILITY
- MNDNR PARK FACILITY

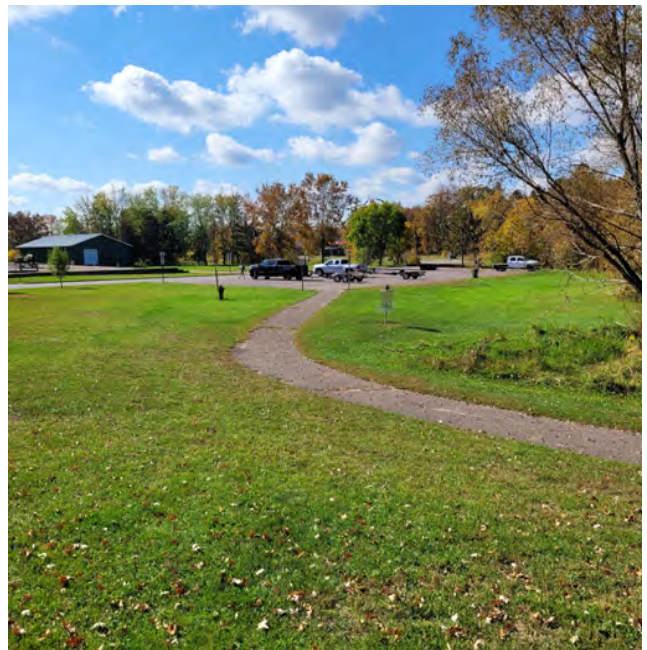
OTHER ISSUES:

- Environmentally sensitive area near Rice Lake, park property, and navigable waterway.
- Project staging and maintenance of traffic during construction.
- Maintenance of access of Casey's General Store.
- Access to campground and other Lum Park facilities.

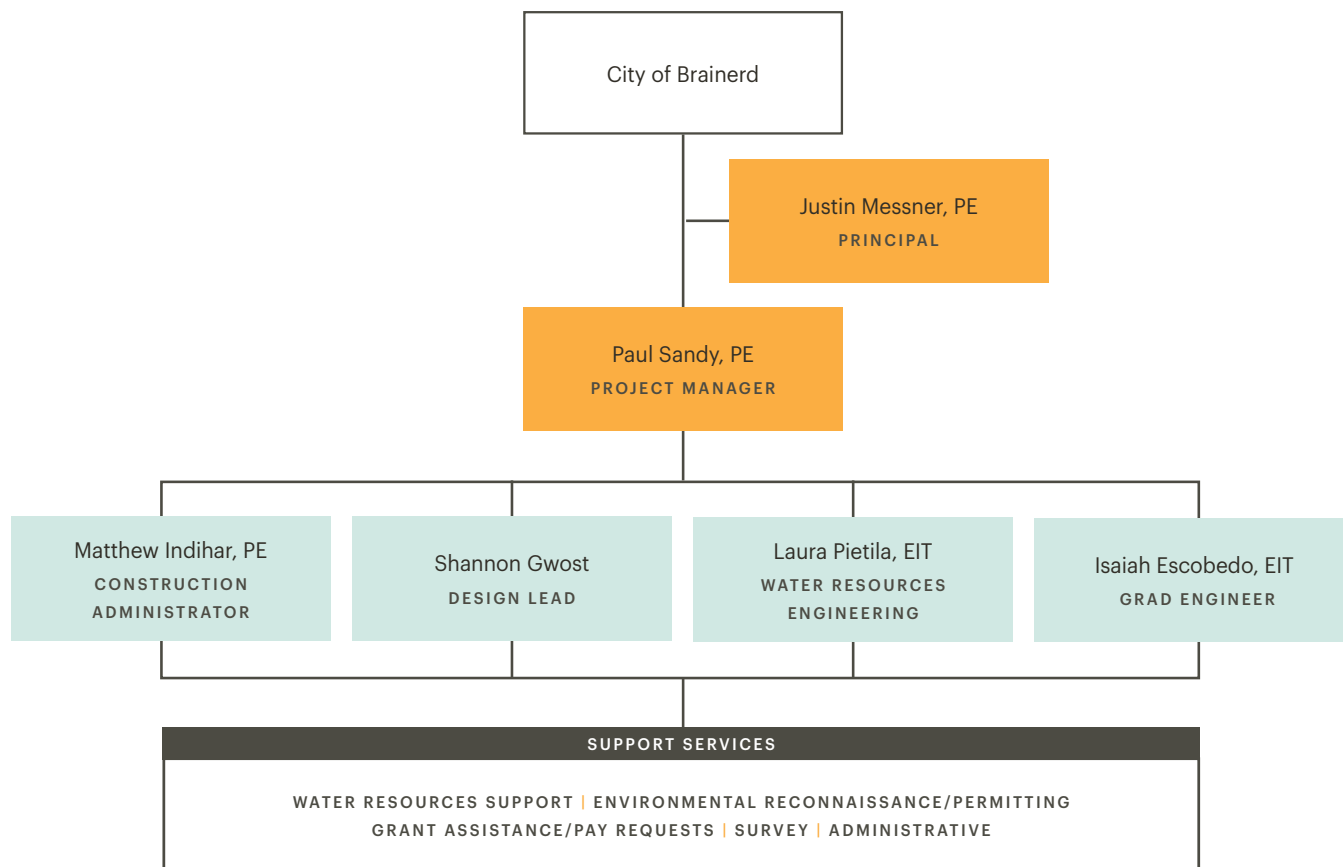
This popular city owned park is located directly off Highway 210 and is served by Lum Park Road. Lum Park Road sees a variety of uses, most notably trucks with boats, large campers, and single passenger vehicles containing park goers that are utilizing the park amenities. The campground has seen an uptick in reservations post-COVID era, and it is anticipated that this increase will only continue as park amenities are added and expanded.

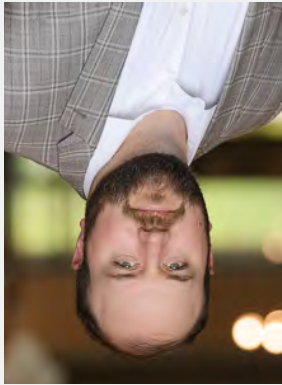
From 2020 - 2022, the City of Brainerd Park Board and City Council completed a comprehensive Lum Park Master Plan in which visioned potential future improvements to Lum Park including expanded public beach, expanded campground, more opportunities for disc golf, expanded green space and tree plantings, refurbishing of existing park buildings and pavilions, and the potential for a future trailhead building that would serve the future Cuyuna Lakes State Trail that is planned to be located along Highway 210 and would traverse from Riverton to its final connection at the Paul Bunyan State Trail through the City of Brainerd.

This resurfacing and reconstruction project is an important part of the City Council and Park Board's overall vision of the park. The project will resurface the streets accessing the park amenities and boat launch while also providing needed accommodation for pedestrians and bike traffic that utilize the park. Pedestrian and bike counts are anticipated to increase based on the future connection of the Cuyuna Lakes State Trail, along with residents in the area walking or biking to the park to utilize the future planned and expanded amenities.



Key Personnel





Paul Sandy, PE

SENIOR PROJECT MANAGER

Paul has 11 years of experience delivering complex and diverse transportation and municipal infrastructure projects while keeping things efficient and operating in a cost effective manner. Paul worked as the City Engineer/Public Works Director for the City of Brainerd for five years prior to joining WSB, and has worked both in the public and private sector. Paul understands that every city and client has a unique set of needs and priorities, and uses his knowledge of working in the public and private sector to advance projects for those clients he serves. Paul has extensive knowledge in municipal infrastructure and equipment asset management, capital improvement planning for streets and utility infrastructure, and pavement management best practices and techniques.

SERVICE GROUP:
Municipal

REGISTRATION:

Professional Engineer
Minnesota #53635

EDUCATION:

Bachelor of Science in Civil
Engineering, North Dakota
State University, 2011

MEMBERSHIPS:

American Public Works
Association (APWA)

City Engineers Association
of Minnesota (CEAM) - Past
President

Brainerd Airport Utility Extension Project | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2016 - OCT 2017

Paul was the assistant city engineer that managed a team of consultants through preliminary design, final design, and construction of a 2-mile extension of city water and sewer to the Brainerd Lakes Regional Airport. The project included design and installation of 10 - 16 inch ductile iron water main pipe and 12 inch HDPE sanitary sewer pipe utilizing open cut and directionally drilled installation methods. To promote future development, the project also included installation of service stubs under TH 210. The project worked in and around many environmentally sensitive areas, including a trout stream. A water booster station was designed and installed to maintain water pressures for fire suppression at the airport, along with the install of two deep sanitary sewer lift station.

Buffalo Hills Lane Reconstruction | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAR 2019 - OCT 2019

Paul was the City Engineer/Public Works Director in Brainerd and engineer in charge of this \$2.5 million, 2/3 mile reconstruction of Buffalo Hills Lane in Brainerd, MN. Buffalo Hills Lane, prior to the reconstruction, was an unimproved city street. The project consisted of placement of curb and gutter, separated bituminous bike trail, storm sewer, landscaping, and stormwater treatment facilities. Due to the unimproved nature of the existing roadway and Buffalo Hills Lane being a collector street that serves multiple neighborhoods, Paul led the city through an area-wide assessment process that assessed over 250 properties near the roadway. This process included multiple stakeholder engagement meetings and leading the City Council through the Minnesota Statute 429 assessment process.

Mississippi Landing Trailhead Park | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: OCT 2021 - NOV 2022

This project consisted of a \$2.85 million city park development on East River Road that utilized LCCMR funds. Paul was the City Engineer and Public Works Director leading a project management team of Park Board, Riverfront Committee, City Council, consultant, and staff members in the development of park amenities approved as part of the work plan submitted to the LCCMR Commission. The park includes a promenade, loop sidewalks and trails, canoe/kayak launch, river overlook structure, amphitheater, and restroom facilities. Located on the banks of the Mississippi River, the park had sensitive environmental considerations to consider during plan development.

Justin Messner, PE

PROJECT MANAGER

Justin is the Director of Municipal Operations at WSB with over twenty years of experience in the municipal engineering. Justin is a proven leader in the industry and has experience with a wide variety of municipal infrastructure projects. He is experienced in project management, road design, drainage collection systems, water distributions systems, sanitary sewer systems, pavement management, capital improvement planning, trenchless technologies and rehabilitation methods, park projects, redevelopment projects, and bicycle/pedestrian trail design. Justin has managed and helped facilitate municipal engineering projects in various communities throughout Minnesota, including Woodbury, Minnetonka, Burnsville, Hastings, North Branch, South St. Paul, Sauk Rapids, Monticello, and Prior Lake. Additionally, Justin currently serves as the City Engineer for the Cities of St. Anthony Village and Hanover.



SERVICE GROUP:
Municipal

REGISTRATION:
Professional Engineer
Minnesota #45857

EDUCATION:
APWA-MN Leadership
Academy, Hamline
University, 2010

Bachelor of Civil
Engineering, University of
Minnesota, 2003

**MEMBERSHIPS &
RECOGNITIONS:**
American Public Works
Association, Minnesota
Chapter

City Engineers Association
of Minnesota

Minnesota Surveyors and
Engineers Society

Annual Street and Utility Reconstruction | St. Anthony Village, MN

CLIENT: CITY OF ST. ANTHONY VILLAGE
PROJECT DURATION: 2007 - 2020

Justin was the Project Manager responsible for feasibility, design, plans, specifications, and construction management of the City's annual street and utility reconstruction projects. These improvements average between \$2-\$3 million dollars annually and consisted of the replacement of the existing roadway, water distribution system, sanitary sewer, and storm sewer systems.

Williston Road Lift Station & Forcemain Improvements | Minnetonka, MN

CLIENT: CITY OF MINNETONKA
PROJECT DURATION: DEC 2018 - DEC 2020

Justin served as the Project Manager responsible for feasibility, design, plans, specifications, and construction management for nearly 2 miles of forcemain improvements. The City's primary lift station is served by over 9,500 LF of 24" forcemain and was experiencing numerous failures and ongoing maintenance issues. To solve these issues, WSB proposed to directionally drill over 9,500 LF of new 12" fusible PVC forcemain which will serve as the primary forcemain during low-flow periods. Switching to a smaller diameter forcemain during low-flow periods reduced the frequency of maintenance that had been required on the system when self-cleaning velocities could not be met. The project also included the trenchless rehabilitation of the existing 24" forcemain which consisted of an internal pipe condition assessment inspection, leak detection, hydraulic analysis and slip-line installation of a new 20" fusible PVC pipe within the existing 24" forcemain.

Pioneer Drive/Dale Road Roundabout Project | Woodbury, MN

CLIENT: CITY OF WOODBURY
PROJECT DURATION: JUN 2016 - JUL 2019

Justin served as the Project Manager responsible for feasibility, preliminary design, plans, specifications and construction management of this \$4.6 million State-Aid project. The project consisted of a 1/3 mile extension of Pioneer Drive and 1/2 mile reconstruction of Dale Road including the construction of a new roundabout to improve pedestrian safety and accommodate new accesses to residential developments. Improvements included the construction of a new 2-lane divided urban roadway, trunk watermain extension, right-of-way acquisition, pedestrian trails, street lighting, and landscape improvements.



Matt Indihar, PE

PROJECT MANAGER



Matt is a Project Manager in WSB's Construction and Design-Build Service Group with ten years of industry experience in the construction field. Prior to WSB, Matt worked at MnDOT's District 3 where he served as a Graduated Engineer, Senior Engineer, and Resident Engineer. During this time Matt gained significant experience in project management, construction oversight, and contract administration. Additionally, Matt is responsible for the development, management, and oversight of MnDOT Construction Field Staff. He has been involved in public engagement and outreach, as well as the development of project scopes, schedules, budgets, and documentation. Matt is proficient with process improvement and optimization, project planning and management, and software used for project documentation such as AASHTOWare and Oneoffice. He has an in-depth understanding for project specifications, reporting and documentation and is comfortable with public communication and outreach.

SERVICE GROUP:

Construction Services

REGISTRATION:

Professional Engineer

MN #54276

EDUCATION:

Bachelor of Science, Civil Engineering, North Dakota State University, 2012

CERTIFICATIONS:

Construction Site Management

Landscape Specialist

ADA Construction Inspection

Aggregate Production

Bituminous Street I & 2

Concrete Field 1 & 2

Grading and Base 1 & 2

Troxler Nuclear Gauge

MEMBERSHIPS +

RECOGNITIONS:

2019 Work Zone Safety Award

Mississippi Trailhead Landing Park | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2022 - CURRENT

Mississippi Trailhead Park was a park design to connect the city to the Mississippi River and had many detailed architectural and aesthetical design aspects. Matt managed the construction of this project on behalf of the city. Ensuring that the details that were incorporated in the design were carried through into construction. Along with executing the contract and specifications, Matt led the materials testing and inspections on this project. Matt held weekly construction meetings and communicated the project progress with the Brainerd Park Board and City Staff.

Memorial Park | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: JUL 2020 - SEP 2021

The redevelopment project in Memorial Park for the City of Brainerd consisted of removing existing park facilities to install a new pavilion connected to two hockey rinks and a splash pad. As a part of this project, Matt coordinated and performed all testing, inspection and documentation required for this project. This included concrete, aggregate, and nuclear density testing. Matt worked with the contractor and city staff to ensure that the project was delivered in accordance with the contract and plan while being complete on time and within the budget.

Heartland State Trail - Acorn Lake to Tunnel | Detroit Lakes, MN

CLIENT: MNDNR

PROJECT DURATION: 2020 - 2021

Responsibilities on this contract for Matt included managing construction, on behalf of the DNR, of 4.5 miles of multi-use paved trail. This section of the Heartland State Trail required the construction of new profile and alignment mostly within MnDOT Right-of-Way along TH 10. Establishing good and clear communication between the Contractor, MnDOT, and the DNR was key to a successful project. This was established through clear discussions at weekly meetings and timely follow-up to ensure the project followed the intended design and that the contractor performed work as specified. Additional responsibilities included, progress reports, adjustments made to field staff, verification of project's conformity to plans, policies and procedures.



Shannon Gwost

FIELD PROJECT MANAGER



Shannon has 14 years of professional experience overseeing state, county, municipal, and USDA Rural Development construction projects multiple funding sources, including federal funding. His project experience includes, but is not limited to, street reconstructions, roundabouts, bridge replacements, box culverts, bituminous and concrete paving, local and private utilities, and grading. His responsibilities have made him proficient with contract administration, construction inspection, materials testing, construction staking, civil 3D design, bridge and safety inspection. Shannon's knowledge and understanding of the construction process, combined with his field experience, makes him a reliable on-site leader. He efficiently coordinates with contractors, project staff, and clients, making certain projects are delivered on-time and on-budget.

SERVICE GROUP:

Construction

EDUCATION:

AAS, Land Surveying / Civil Engineering, St. Cloud Technical College, 2006

CERTIFICATIONS:

ADA Construction

Aggregate Production

Bituminous Street I & II

Bituminous Plant

Inspection I

Bridge Construction

Inspection I & II

Bridge Safety Inspection
Team Leader

Concrete Field I & II

Concrete Plant Inspection I

Grading and Base I & II

Erosion/Sediment Control
Site Management; Design
of SWPPP; Construction
Installer

OSHA 10-Hour Safety
Training

Troxler Nuclear Gauge

Orrock Township 168th & 233rd Ave | Orrock Township, MN

CLIENT: SHERBURNE COUNTY

PROJECT DURATION: 2019

Shannon was the Design Lead and Construction Administrator/Inspector for the SPRA improvements to 233rd Ave and 168th St. This project provided bituminous pavement overlay, curb & gutter, drainage improvements, and turn lane construction. This segment of roadway provides access to the South unit of the Sand Dunes State Forest which includes the Bob Dunn Recreation Area, Ann Lake Campground and Day Use Areas, Designated Campsites, Group Campsites, Accessible Campsites, and Campsites. The Sand Dunes State Forest includes 11,040 acres and has horseback riding, mountain biking, snowmobiling, snowshoeing, cross country skiing, hunting, swimming, and panfish fishing as listed activities.

Island Lake Road Reconstruction | Wakefield Township, MN

CLIENT: STEARNS COUNTY

PROJECT DURATION: 2018

Shannon was the Design Lead and Construction Administrator/Inspector for the 1-mile LRIP reconstruction. This project provided complete reconstruct, grading, sight improvement, road widening, slope and drainage improvement, bituminous pavement and shouldering to Island Lake Road. Island Lake Road is a key north-south roadway that connects the township and Cold Spring to County State Aid Highway (CSAH) 51, providing a connection to Saint John's University as well as Interstate 94. The road is located within the borders of both Collegeville and Wakefield Townships.

CSAH 12 Reconstruction | Elk River, MN

CLIENT: SHERBURNE COUNTY

PROJECT DURATION: 2020-2021

Shannon is the Project Manager for Construction on this State Aid project. He is responsible for the day-to-day client, community, and project related concerns. This project included inspection and material testing for storm sewer, utility relocation, concrete curb and gutter, ADA improvements, and bituminous and concrete paving.



Laura Pietila, EIT

GRADUATE WATER RESOURCES ENGINEER



Laura's industry experience includes a construction environmental compliance internship where she inspected construction sites for National Pollutant Discharge Elimination System permit compliance as well as a water resources engineering internship involving stormwater modeling, MicroStation, cost estimates, and ArcGIS. Since joining the WSB team full time in 2019, she has been involved with stormwater modeling projects, storm sewer design, stormwater management feasibility studies, and plan reviews. Laura is detail oriented and understands the importance of quality and timelines when completing projects. Her engineering computer skills include HydroCAD, HEC-RAS, MicroStation, AutoCAD Civil3D, ArcMap, and ArcGIS Pro.

SERVICE GROUP:

Water Resources

REGISTRATION:

Engineer in Training

EDUCATION:

Bachelor of Science in
Environmental Engineering,
University of Minnesota,
2019

Citywide XPSWMM Model | Prior Lake, MN

CLIENT: CITY OF PRIOR LAKE

PROJECT DURATION: JAN 2021 - JUL 2021

Laura developed a citywide XPSWMM model spanning 19.6 square miles for the City of Prior Lake to use as a tool to identify flooding concerns and to provide a basis of understanding for future stormwater management needs. The model was validated using MnDNR ordinary high water levels as well as modeling results from past studies of the area. The modeling effort produced high water levels of ponding areas and indicated locations where stormwater surcharges from the storm sewer infrastructure into streets. Visual maps were created to identify the locations of flood inundation as well as existing structures impacted by floodwaters.

Citywide XPSWMM Model | Faribault, MN

CLIENT: CITY OF FARIBAULT

PROJECT DURATION: MAY 2021 - CURRENT

Laura built a citywide XPSWMM model of the ponding areas and storm sewer within the City of Faribault covering approximately 25 square miles. The project consisted of collecting relevant data, constructing the structure of the XPSWMM model, resolving errors, validating the model, identifying locations of flooding, and presenting solutions to the issue areas within the city.

Fillmore Bridges | Fillmore County, MN

CLIENT: FILLMORE COUNTY

PROJECT DURATION: NOV 2020 - JAN 2021

Laura built existing 1D HEC-RAS models for eight bridges in Fillmore County and modified the stream crossings for proposed conditions. The models were used to determine if the existing stream crossings were adequate to pass the design flood and indicated proposed waterway openings required to meet the design requirements.

Creekview Meadows | Rochester, MN

CLIENT: CREEKVIEW MEADOWS, LLC

PROJECT DURATION: JUN 2020 - JUL 2020

Laura modified an existing 1D HEC-RAS model with the proposed development modifications within the FEMA floodplain and worked to achieve a no-rise between existing and proposed conditions.



Isaiah Escobedo, EIT

GRADUATE ENGINEER



Isaiah has five years of field experience working as an engineering intern in the public sector. Isaiah has experiences in construction inspection, construction staking, topographic data collection, and other field duties while working for the City of Brainerd. Isaiah also has experience in administering the City of Brainerd's MS4 permit by providing the required inspections of stormwater BMPs and also administering and performing the City of Brainerd's pavement management inspections.

SERVICE GROUP:
Municipal

EDUCATION:
Bachelor of Civil
Engineering, Minnesota
State University - Mankato,
2022

Buffalo Hills Lane Reconstruction | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: NOV 2018 - JUL 2019

Isaiah assisted the City of Brainerd construction staff in the construction observation, administration, and surveying of the Buffalo Hills Lane Reconstruction Project. The project included the complete removal and replacement of the bituminous surface, new curb and gutter and stormwater conveyance system, stormwater ponds, hydrant replacements, and landscaping/restoration. Isaiah assisted field staff in daily tasks such as construction staking, maintaining of the project diary and daily reports, collecting tickets and construction documentation, and providing construction inspection of operations on the site. Isaiah also assisted in the observation of a repair of a storm sewer pipe and outfall to the Mississippi River that was repaired as part of the project.

NE 5th Ave and B St Reconstruction | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2019 - OCT 2019

Isaiah assisted construction engineering staff in construction staking and construction observation/administration of the NE 5th Avenue and B Street Reconstruction Project in Brainerd. This project consisted of approximately 10 blocks of reconstruction and sidewalk replacements in northeast Brainerd. Isaiah's daily duties included assisting staff in construction staking, receiving field tickets and construction observation, recording pay quantities for project estimates, and assisting in observation and administration of the construction contract.

SE Brainerd Reconstruction | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: JUN 2020 - OCT 2020

Isaiah assisted the construction engineering team from the City of Brainerd is construction staking and observation of this 14-block reconstruction and resurfacing project in Brainerd, MN. The project included removal and replacement of all the bituminous surfaces and driveways, newly constructed curb and gutter, new watermain construction, and new storm sewer installation. Isaiah was responsible for assisting field staff in daily construction tasks included construction staking, topographic surveys, recording pay quantities, observing operations for contract compliance, and assisting in any field task related to the project construction.

Project Experience



Mississippi Landing Trailhead Park

CLIENT: CITY OF BRAINERD

LOCATION: BRAINERD, MN

DURATION: 2021 - 2022



In the fall of 2021, WSB was commissioned by the City of Brainerd and their park board to design the Mississippi Landing Trailhead Park. WSB took the concept plan and conducted preliminary engineering investigations, surveys, data collection, project scoping and environmental coordination work to provide design alternatives. Once the preferred alternative was selected, detailed plans were prepared in accordance with the state and Federal laws and in accordance with LCCMR guidelines. WSB prepared bidding documents, including a separate contract to clear and grub trees along the Mississippi River to ensure this activity met DNR permit requirements. During construction,

WSB led a team of project managers, designer, and inspectors to review shop drawings, conduct onsite inspections/materials testing, and manage the contract.

KEY WSB STAFF: MATT INDIHAR AND PAUL SANDY

ORIGINAL BUDGET: \$ 2,850,000

ACTUAL COST: \$ 2,600,000

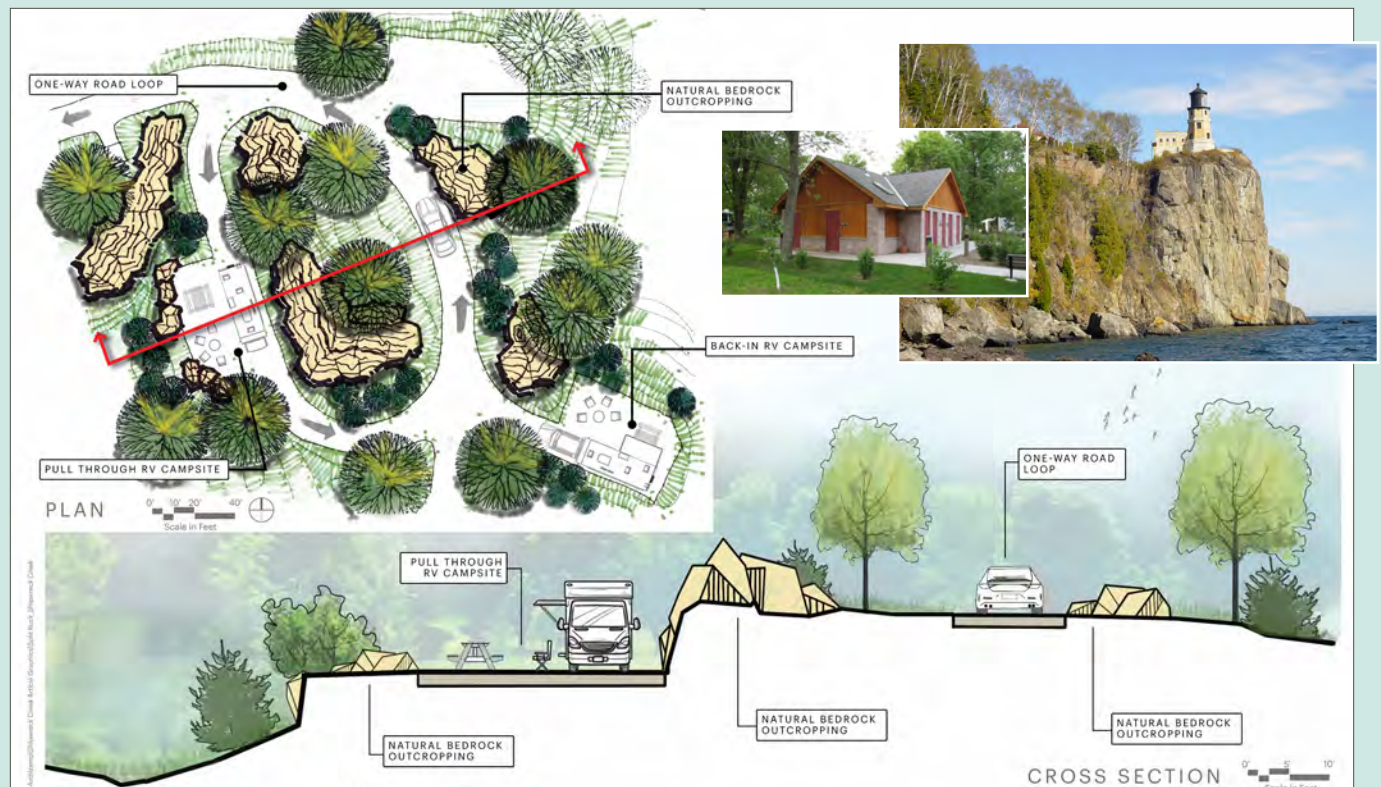
REFERENCE: JENNIFER BERGMAN | CITY ADMINISTRATOR
| 501 LAUREL STREET | BRAINERD, MN | JBERGMAN@
CI.BRAINERD.MN.US

Shipwreck Creek Campground

CLIENT: MNDNR

LOCATION: SPLIT ROCK LIGHTHOUSE STATE PARK, TWO HARBORS, MN

DURATION: OCT 2019 - CURRENT



The Minnesota Department of Natural Resources commissioned WSB to design a state-of-the-art campground facility that will provide a unique recreational experience to complement the iconic lighthouse destination. The campground will provide for a range of camping experiences, from tent camping areas to RV sites, with amenities that are in line with the desires of today's visitors.

The design and bidding has been completed and WSB is currently overseeing construction. The project is scheduled to be opened to the public in the 2022. Features of this project include the construction of multiple trails and roads within the Split Rock Lighthouse State Park, as well as eight-8'X10' precast concrete box culverts.

KEY FEATURES:

- Compelling entrance into the site
- Fits within the scenic surroundings, shaping the campground around the site's unique features
- Provides a variety experiences allowing for both privacy and socializing with others
- Provides the appropriate mix of amenities
- Ensures accessibility and safety / security

KEY WSB STAFF: BOB SLIPKA, JASON AMBERG, BRAD REIFSTECK, TERRY NORLEN

REFERENCE: MARK KOVACAVICH | ASST. REGIONAL MANAGER
| DNR PARKS AND TRAILS - NE REGION PARKS & TRAILS | 568
HIGHWAY 2 | TWO HARBORS, MN 55616 | 218.834.1428

River Park Improvements

CLIENT: CITY OF BROOKLYN PARK

LOCATION: BROOKLYN PARK, MN

DURATION: APR 2018 - OCT 2020



WSB facilitated the design, bidding, construction and administration of this park project on the Mississippi River. The project included stormwater treatment area, shoreline restoration and stabilization, kayak launch, improved trail connectivity, scenic overlook, native habitat restoration areas, designated fishing nodes, as well as additional parking, picnic shelters, restrooms, and nature play areas will provide increased opportunities to connect users with nature and the city's broader system of parks and trails. WSB assisted the city with obtaining over a \$1 Million dollars in grant funding to include Clean Water Fund legacy grants. Agency coordination with the DNR, Army Corps, WCA, and Shingle Creek Watershed District was completed for the work along the Mississippi River.

KEY WSB STAFF: JASON AMBERG, JEFF FEULNER

ANTICIPATED PROJECT IMPLEMENTATION/

CONSTRUCTION COSTS: \$2.6 M

REFERENCE: BRAD TULLBERG | RECREATION AND PARKS
DIRECTOR | 8600 85TH AVE N, BROOKLYN PARK, MN 55443
| 763-493-8344 | BRAD.TULLBERG@BROOKLYNPARK.ORG



**THIS PROJECT RECEIVED NEARLY
\$1 MILLION IN GRANTS**

233rd Avenue NW and 147th Street NE Overlay

CLIENT: ORROCK TOWNSHIP
LOCATION: ORROCK TOWNSHIP, MN
DURATION: XXX

WSB provided survey, preliminary design, final design, plans and specifications, and construction administration services for Orrock Township for the reconstruction of 233rd Avenue NW and 147th Street NE from Sherburne County Road 15 to 147th Street NE ending at the township line. The project was fully funded with State Park Road Account (SPRA) funds, and consisted of a 2-inch bituminous overlay over the existing pavement and placement of a 2-foot aggregate shoulder. There was addition of turn lanes and bypass lanes at key points within the corridor. Due to the presence of logging activity in the area and the roadway providing access to the south unit of the Sand Dunes State Forest, the roadway was deteriorating at an accelerated rate. WSB prepared the funding application for the township and provided the engineering services to deliver the project for the township on-time and under budget.

KEY WSB STAFF: SHANNON GWOST, KEVIN KRUGER

PROJECT BUDGET: \$542,600

REFERENCE: CHRIS WEBER | CLERK | ORROCK TOWNSHIP
| 2601 180TH STREET NW | BIG LAKE, MN 55309 |
612.987.2223

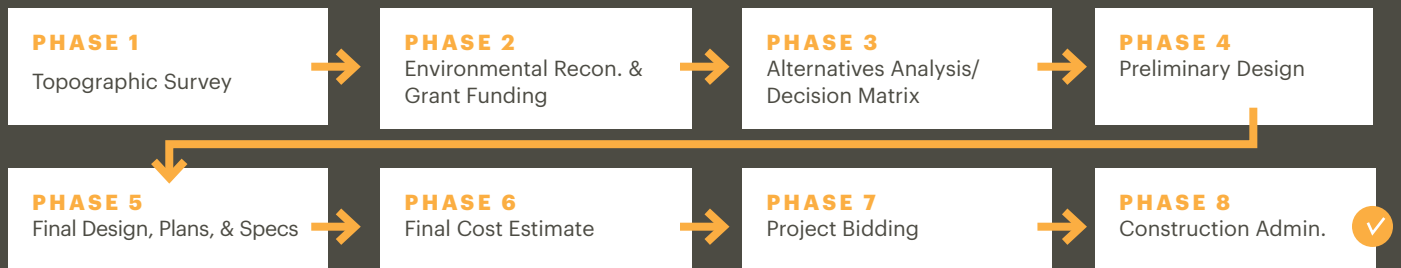


THIS PROJECT WAS FULLY
SUPPORTED BY **STATE PARK ROAD
ACCOUNT (SPRA) FUNDS**



Work Plan / Approach to Scope of Services

WSB proposes to break the proposed project into eight distinct phases as outlined in the work plan spreadsheet at the end of this section.



PHASE 1

Topographic Survey

WSB proposes a full topographic survey of the project site, public and private utilities, right of way, and other site features. This phase includes review of any existing surveys or as-built plans as provided by the City and creation of the base map drawing that reflects the in-situ field conditions, grades, utilities, and other features that may be impacted during construction. This topographic survey will be completed utilizing GPS and total station equipment by WSB staff. The final survey will be imported into AutoCAD Civil 3D and proofed for errors in collection. Once completed, the survey and photos will be used in design of the improvements and creation of construction plans and specifications.

DELIVERABLES

- Full Topographic Survey
- Existing Condition Photographs





PHASE 2

Environmental Reconnaissance and Grant Funding Assistance/Coordination

ENVIRONMENTAL RECONNAISSANCE

WSB will provide initial project environmental reconnaissance to ensure there are no surprises that arise during the design or construction phase of the project. The purpose of this reconnaissance is to review project limits, environmentally sensitive areas, and hold preliminary meetings with stakeholders that may have an interest in the project scope and outcomes as it relates to permits or environmental sensitivity.

WSB would also engage the MnDNR Area Hydrologist and Wildlife Manager at this time to review project scope and outcomes to determine if the project will have any adverse impacts on protected waters or lands currently enrolled in the Reinvest in Minnesota program, as required by the State Park Road Account Program. Project development schedules will be shared with these stakeholders so that they can anticipate plan reviews and approvals accordingly when completed by design staff.

GRANT FUNDING ASSISTANCE AND COORDINATION



The project scope and outcome will be reviewed with Kelvin Howieson to ensure that the project meets the eligibility requirements and criteria outlined for use of State Park Road Account Funds. Any adjustments needed to the scope will be relayed to the City so that the City may make an informed decision on how to proceed.

PHASE 3

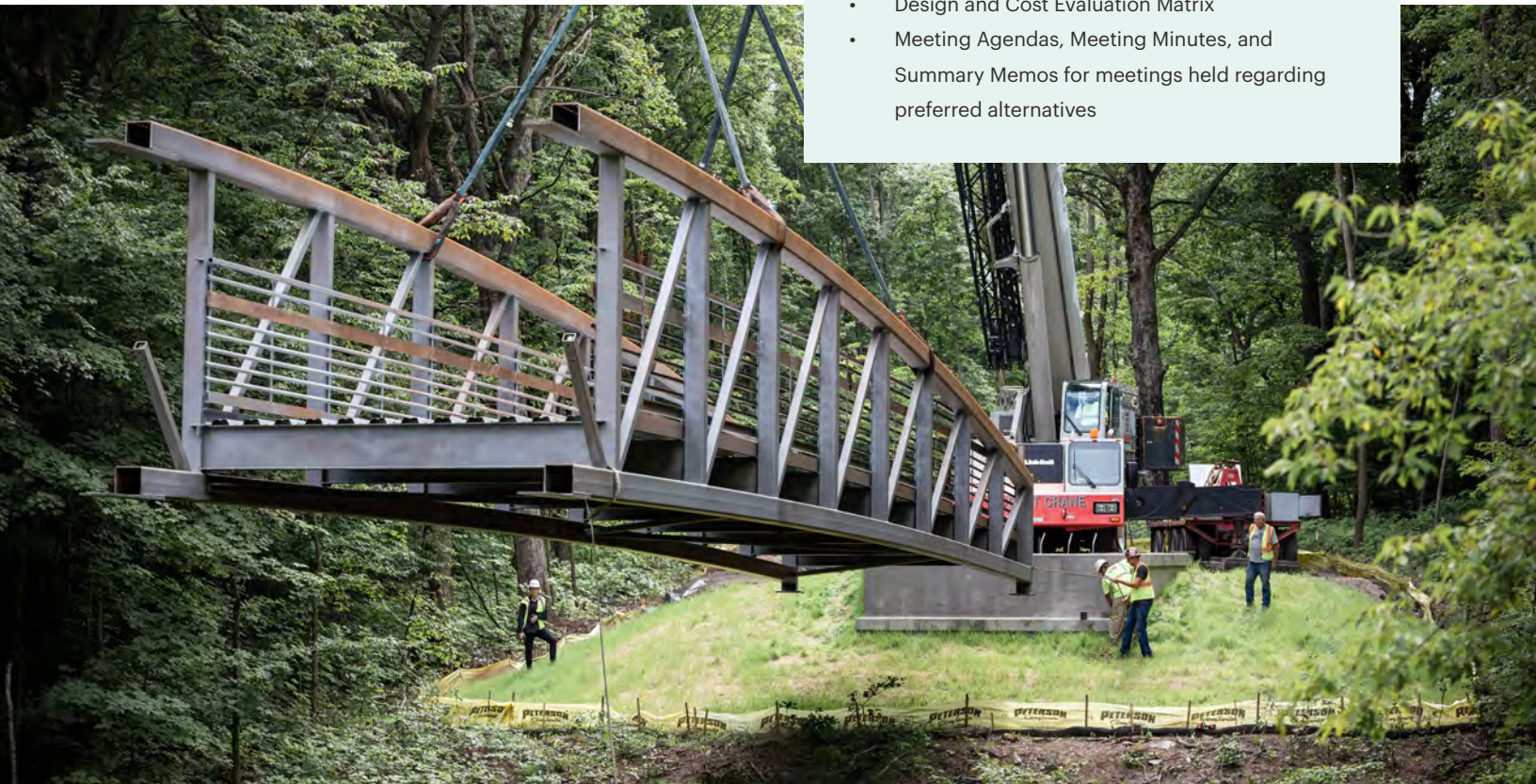
Alternatives Analysis/Decision Matrix

WSB proposes to provide the City with an alternatives analysis of decision matrix for:

- Two distinctly different trail alignments – Given that the funding for the trail is local and there is no tie to the state funds for the construction of the trail, WSB will provide the City with some alternatives to a trail alignment that could utilize a trail that follows the general alignment of the roadway and a trail that traverses through the park and potentially utilizing the original archway into Lum Park. This alternatives analysis can be used by City Staff and elected officials to choose the path that fits most with the vision and budget for the proposed trail.
- Grade separated pedestrian bridge or at grade trail crossing of creek – for purposes of estimating hours and fees needed to complete the design and construction documents for these improvements, WSB has assumed that the trail will cross the creek within Lum Park at the existing box culvert located under Lum Park Road. For purposes of providing the City with alternatives to the at grade crossing, WSB will analyze both alternatives to crossing the creek, both with an at grade crossing utilizing the existing box culvert or crossing at a grade separated pedestrian bridge over the creek. If the City elects to pursue the route of a pedestrian bridge, WSB would need to amend its fee for services to bring in the structural group for the design, construction documents, and construction administration for the proposed pedestrian bridge.

DELIVERABLES

- Design and Cost Evaluation Matrix
- Meeting Agendas, Meeting Minutes, and Summary Memos for meetings held regarding preferred alternatives



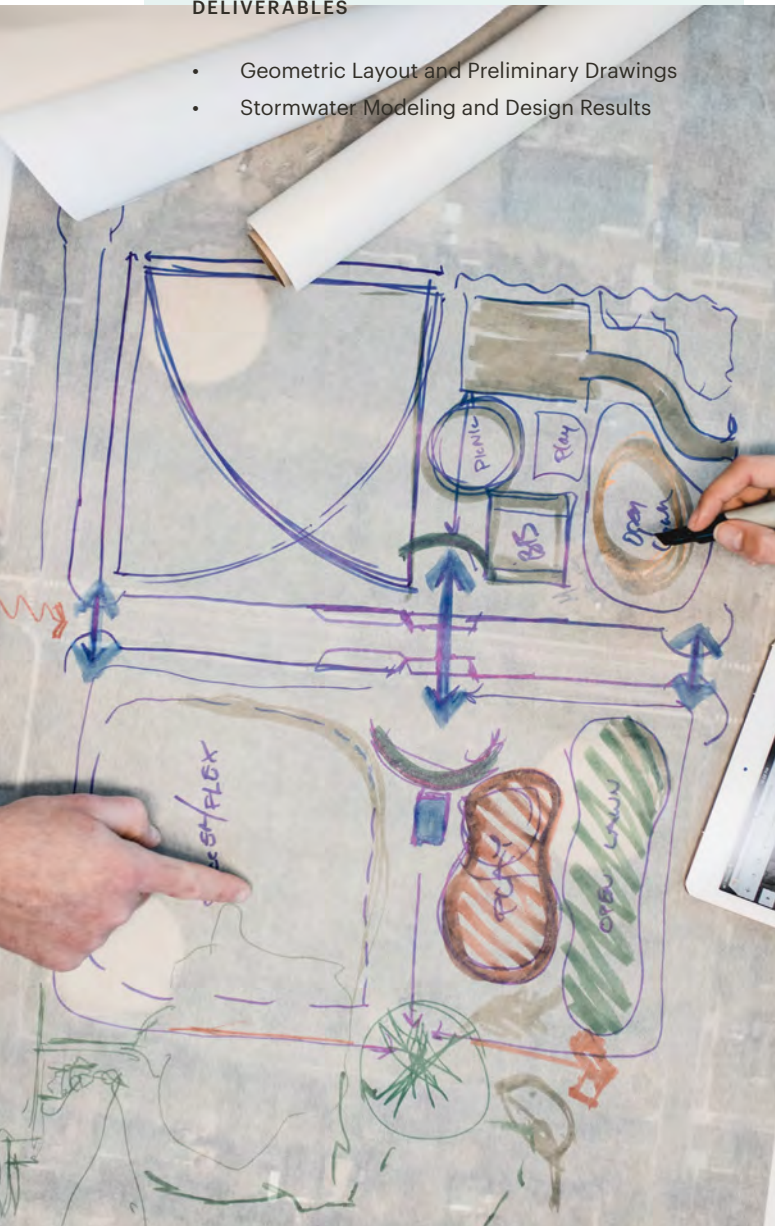
PHASE 4

Preliminary Design

This phase will consist of providing the City with a preliminary layout and design, based on the previous phases and meetings with the city, of the preferred alternatives. This layout will be drawn in AutoCAD and will identify the preferred alternatives as agreed upon in previous phases along with sizing and placement of stormwater BMPs, catch basins, mainline storm sewer pipe, and any other related utility infrastructure impacted during construction.

DELIVERABLES

- Geometric Layout and Preliminary Drawings
- Stormwater Modeling and Design Results



PHASE 5

Final Design, Plans, and Specifications

WSB will move from preliminary design and geometric layout into final design and the creation of construction documents including construction plans, specifications, and project manual. This process will entail:

GSOC COORDINATION

General coordination with utility owners affected by the proposed construction. Includes meetings on site with utility owners, phone conversations, and virtual meetings to discuss utility conflicts and plans for utility relocations or adjustments.

GSOC MEETINGS (ASSUMED 2)

A GSOC coordination meeting will be held prior to final design with affected utility owners to review the scope of the project and anticipate any utility conflicts that may occur during project design or construction. Constant communication with utility owners will be had through design. The intent of the first meeting with utility owners is to get them aware of the project and scope so that they may begin review of the project area, identify any utility conflicts that may arise in design, and to obtain contact information with the utility owners so that communication can be consistent through design. A second GSOC coordination meeting will be held in conjunction with utility owners pre-bid to allow for any last-minute adjustments to relocation plans. All utility owners will also be invited to the preconstruction meeting to coordinate relocation or adjustment activities with the selected contractor.

PLANS

Plan preparation will be based on the final design and preferred alternatives for the corridor, and will consist of a title sheet, general layout, statement of estimated quantities and notes, construction details, standard drawings, miscellaneous details, construction plans (removals, plan and profile, utility, traffic control, ADA), stormwater pollution and prevention plan (SWPPP), and cross sections.

PROJECT MANUAL

WSB will prepare the project manual based on the city's standard format. The project manual will include:

- All Bidding Requirements – Advertisement for bids, certification letter, notice to bidders – bid rigging, instructions to bidders, notice to bidders – suspensions/debarments, bid bond forms, notice to bidders – prompt payment, notice to bidders – bid acknowledgement, bid form.
- Contract Forms – Non-collusion affidavit, responsible contractor verification, agreement, performance bond form, payment bond form, IC-134 form.
- Conditions of the Contract – Standard general conditions and supplementary conditions.
- Specifications – Special provisions – division A labor, state wage rates, certification of truck rental rates, special provisions, general requirements, and specifications.
- CEAM standard specifications.

WSB will work with the city on any other city standard contractual documents that should be included within the proposal document along with any other technical specifications the city desires for the project for inclusion into the manual.

DESIGN MEETINGS

WSB proposes to conduct design meetings at the intervals below:

- Design Kick-off
- 60% Design
- 90% Design
- 100% Final Design/Pre-Bid
- Property Owner Coordination Meetings (assumed 2)

QA/QC PLAN REVIEW

WSB will provide an internal QA/QC plan review by the Principal Engineer – Justin Messner, and Construction Project Manager – Matt Indihar. Matt Indihar's review of the plans will also act as a constructability review.

MNDOT AND MNDNR PLAN REVIEW AND COMMENTS

WSB will submit plans to MnDOT and MnDNR in stages appropriate and recommended by both agencies. WSB has programmed time to address comments by both agencies by design and engineering staff.

DELIVERABLES

- Meeting Agendas, Meeting Minutes, and Summary Memos of all GSOC, Design, and Kickoff Meetings
- Construction Drawings (60%, 90%, and 100%)
- Draft and Final Project Manual
- QA/QC Plan Review Checklist

PHASE 6

Final Cost Estimate

WSB will prepare a final engineer's opinion of probable cost based on unit quantities of work for the proposed project and unit prices that reflect market conditions at the time of bidding. Intermediate cost estimates will be shared with city staff to ensure the project budget is maintained throughout design. These estimates are anticipated at the 60%, and 90% design levels.

DELIVERABLES

- Engineer's Opinion of Probable Cost

PHASE 7

Project Bidding

WSB will schedule the proposed bid opening time and date and prepare the necessary notices and publications for the bids. During the bidding phase, WSB will answer questions from prospective bidders and provide clarifications and addendums as needed.

WSB proposes to bid the proposed project electronically utilizing RtVision OneOffice.

Once bids are received and opened, WSB will prepare the bid tabulations, prepare an award recommendation, and present the findings to the City Council. Upon approval by the City Council, WSB will assist the city in preparing the contract, bonds, and insurance documents for execution by the proposed contractor.

DELIVERABLES

- Notices and Publications
- Summary of Q and A during Bidding
- Bid Tabulations
- Award Recommendation
- Executed Contracts, Bonds, and Insurance





PHASE 8

Construction Administration

WSB understands that the proposed project will be constructed in a single construction season starting in May 2023. WSB will provide services for construction staking and observation services associated with each phase of the project including the following:

PRE-CONSTRUCTION CONFERENCE

WSB will facilitate the pre-construction conference for each phase of construction. Meeting minutes will be prepared and distributed to all the attendees.

CONSTRUCTION STAKING

WSB is proposing to provide the necessary staking for construction of the new roadway and pedestrian facilities associated with this project. This includes site grading, restoration and other features identified in the plans provided in the construction documents.

CONSTRUCTION INSPECTION

WSB will provide 30 hours of construction inspection per week for an estimated 6-week construction schedule. Construction inspection tasks include keeping the construction inspection diary, managing materials testing needs on site, measuring and reporting pay quantities for pay applications.



SITE PROGRESS MEETINGS

WSB will attend weekly/bi-weekly site progress meetings during periods of active construction during the project to allow for pro-active communication with the contractor and city, which will maximize efficiency during the construction. Meeting minutes will be prepared and distributed to all the attendees. These meetings will allow WSB to:

- Become familiar with and to keep the City informed about the progress and the quality of the portion of the work completed. Note, this does not include exhaustive or continuous on-site inspections to check the quality or quantity of the work. Our proposal assumes 30 hours a week of on-site observation during active construction, this time can be increased or decreased based upon the City needs and expectations.
- Determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents.
- Report to the City known deviations from the Contract Documents.

SUBMITTALS AND SHOP DRAWINGS

WSB will review and respond to all submittals & shop drawings with copies forwarded to the city.

CONTRACTOR QUESTIONS AND REQUESTS FOR INFORMATION

WSB will answer contractor questions and provide design intent and clarification for any issues that may arise during the project.

PAY APPLICATIONS

WSB will prepare and review pay applications with the City and make recommendations regarding payment.

In the event of changed conditions during the project, WSB will prepare and distribute any necessary change orders to expedite the work in the field.

PROJECT PUNCHLIST

At the time of substantial completion, WSB will coordinate with the City and Contractor to conduct a site review meeting and preparation of punchlist.

PROJECT CLOSE OUT

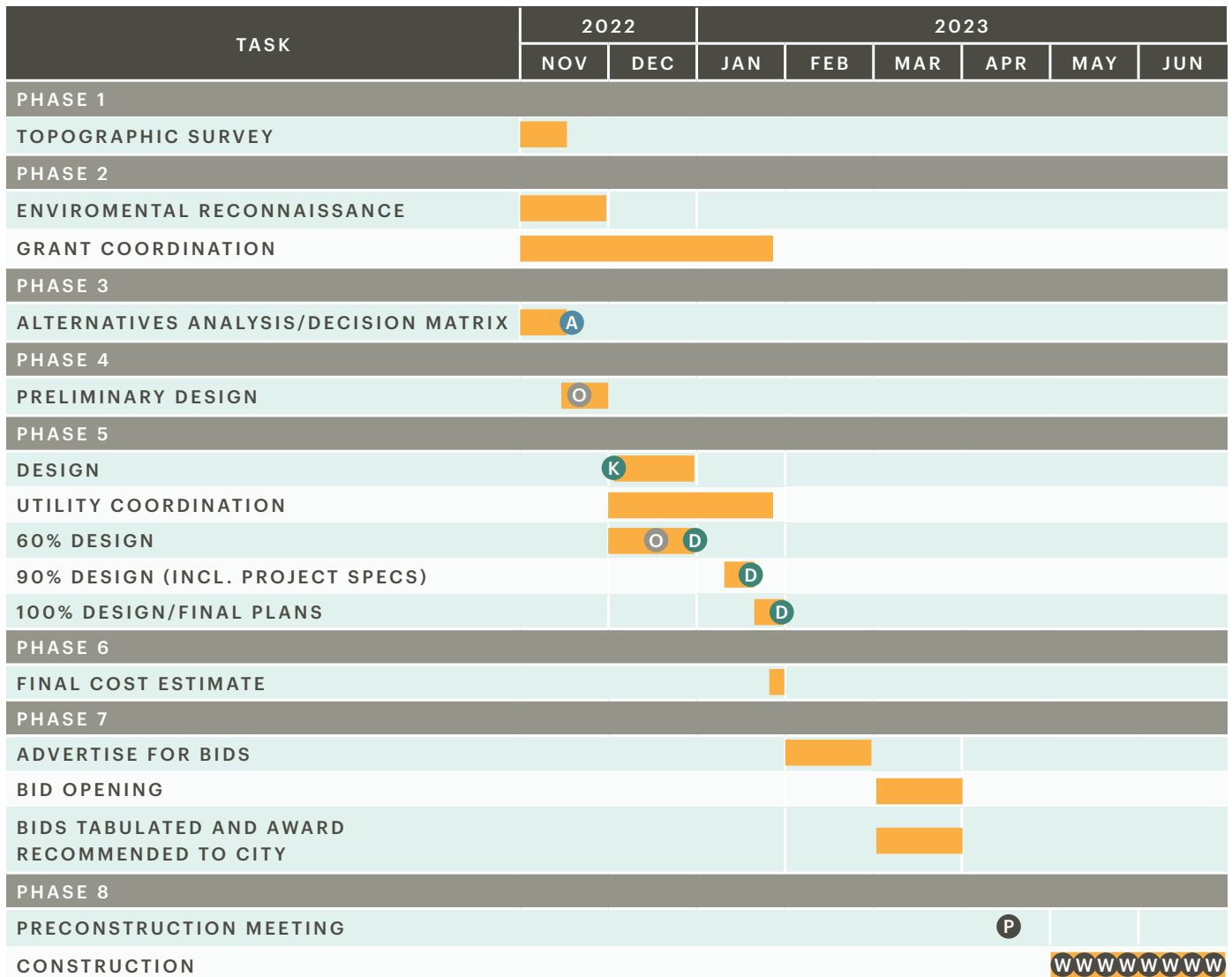
Following construction completion and completion of all punch list items, WSB will review the final pay application and provide a letter or recommendation to close the project out in full.

DELIVERABLES

- Preconstruction Agenda, Meeting Invites, and Meeting Minutes
- Site Progress Meeting Agenda and Minutes
- Approved Submittals and Shop Drawings
- Daily Inspection Logs and Weekly Reports
- Draft and Final Pay Applications for Council Approval
- Project Punchlists
- Project Closeout Documentation and As-Built Drawings



Project Schedule



TASK DURATION:



MEETINGS:

- A ALTERNATIVES ANALYSIS/DECISION MEETING
- O PROPERTY OWNER MEETING
- K KICKOFF DESIGN MEETING
- D DESIGN MEETING
- P PRECONSTRUCTION MEETING
- W WEEKLY CONSTRUCTION MEETINGS



Anticipated Involvement From the City of Brainerd

In addition to regular meetings scheduled with city staff, it is essential to have regular communication and input from city staff outside of planned meetings. Paul will remain in regular contact with staff to address any questions or concerns from the design team, construction team, city staff, or elected/appointed officials.

WSB anticipates city staff to be heavily involved in the alternatives analysis and selection of the preferred alternative. This involvement will give clear and concise direction to WSB as the transition into preliminary design takes place.

This regular communication will be key throughout the design process and into construction. Starting with the design kickoff meeting, city staff will help the team to understand the various needs, issues, and goals of a successful project.

60/90/100% design meetings are intended to spurn conversation over design and project outcomes/goals to ensure the design and project management team are in alignment with city staff. These meetings are intended only to be an hour in length but provide valuable feedback to WSB as it relates to design progression and plan creation.

Bi-weekly construction meetings will be held throughout construction to make certain that adequate communication is being conveyed on schedule, phasing, and contractor operations.

WSB's Approach to Project Management



Project Controls, Delivering Work On Time and Within Budget

We understand that staff and Council rely on their engineer to provide not only prompt responses to inquiries, but also accurate and reliable information for developing project budgets. At WSB, we use RT Vision and OneOffice software solutions to track project information. This software allows the analysis of bid information on all our construction projects. Using this information, we can develop accurate estimates, especially regarding complex projects.

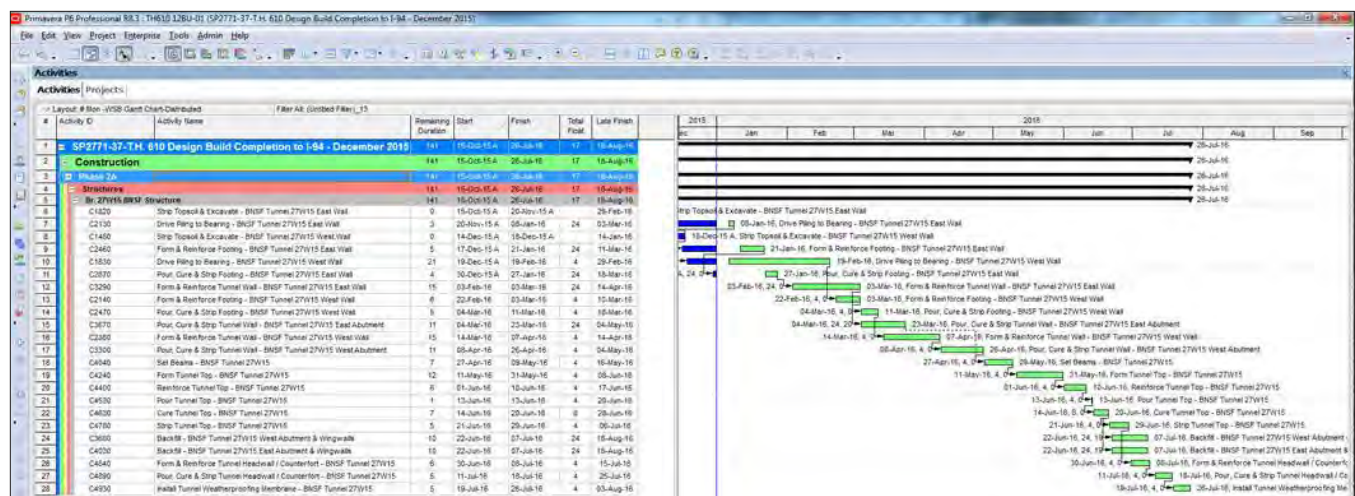
WSB has developed a project controls team that assists our project managers in tracking and maintaining engineering budgets and design schedules. Utilizing the latest Primavera 6 software packages and the development of a proprietary software portal we call "Project Insights" our team can efficiently provide detailed reporting on project status that is updated daily. The following statistics are representative of our company as a whole when working with more than 30 municipal projects in various communities:

92 % OF PROJECTS COMPLETED
PRIOR TO THEIR SPECIFIED
COMPLETION DATES.

THERE WAS AN AVERAGE OF **LESS THAN 0.5%**
OF CHANGE ORDERS ASSOCIATED WITH EACH
PROJECT.

THERE WAS AN AVERAGE OF **SIX BIDDERS**
PER PROJECT; SEVERAL PROJECTS HAD
MORE THAN 10 BIDDERS.

97 % OF CONSTRUCTION
COSTS WERE **BELOW**
THE ORIGINAL ESTIMATE.



P6 SCHEDULE USED TO COMMUNICATE PROJECT PLAN, SCHEDULE, BUDGET, AND PROGRESS.

Cost Proposal

October 11, 2022

Jessie Dehn, P.E., City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401

Re: Proposal for Lum Park Road/Boat Launch Drive Reconstruction Project

Dear Jessie,

WSB appreciates the opportunity to submit this cost proposal for the Lum Park Road/Boat Launch Drive Reconstruction Project. The cost proposal represents WSB's estimated hours and fees along with any assumptions WSB made to deliver a successful project to the City of Brainerd.

Please contact me at 320-630-4657 or psandy@wsbeng.com with any questions about our cost proposal.

Sincerely, WSB



Paul Sandy, PE
Project Manager



Assumptions

- No ROW acquisition will be necessary for the proposed improvements.
- The trail alternative selected will be the trail that generally follows the existing curb line that is narrowed. If the footbridge option is selected, there may be more environmental reconnaissance and permits necessary, along with the need to bring in WSB's structural team to assist in design, plans, and specifications for the proposed footbridge. WSB's proposal does not include any fees for this work.
- Construction observation for the project is estimated at 30 hours a week for a total of 6 weeks (about 1 and a half months). WSB can work with the City if a less or greater amount of construction observation is requested by the city.
- No geotechnical exploration or report is planned with this proposal. WSB can provide geotechnical services to the city as an additional service, if requested.
- No materials testing is planned with this proposal for services. WSB can provide materials testing to the city as an additional service, if requested.



SCOPE OF SERVICES PHASE/TASK DESCRIPTION				PRINCIPAL		S.R. PM		S.R. PM		GRAD		DESIGN		OFFICE		WATER		WATER		ENVIR.		GRANT		OFFICE		1-PERSON		TOTAL					
				JUSTIN MESSNER		PAUL SANDY		CONST/ MATT INDIHAR		INSPECTOR ISAJAH ESCOBEDO		LEAD SHANNON GWOST		TECHNICIAN AMY REIN		RESOURCES LAURA PIETILA		RESOURCES EIT KEVIN GILBERT		RECON./ PERMITTING CHALDELIA BROWNE		ASSIST./PAY REQUESTS KELVIN HOWIESON		RYAN RAUSCH		SURVEY CREW		HRS.	FEE				
1 TOPOGRAPHIC SURVEY																																	
1.0 PROJECT MANAGEMENT																																	
1.1 FULL TOPOGRAPHIC SURVEY OF PROJECT SITE, UTILITIES, & ROW																									6	8	14		\$2,412				
SUBTOTAL																									6	8	14		\$2,412				
2 ENVIRONMENTAL RECONNAISSANCE AND GRANT FUNDING ASSISTANCE AND COORDINATION																																	
2.0 PROJECT MANAGEMENT							2																				2		\$324				
2.1 ENVIRONMENTAL RECONNAISSANCE/PERMITTING																											5		\$445				
2.2 GRANT FUNDING ASSISTANCE AND COORDINATION																											4		\$1,269				
SUBTOTAL							2																				4		\$2,038				
3 ALTERNATIVES ANALYSIS/DECISION MATRIX																																	
3.0 PROJECT MANAGEMENT							4																					4		\$648			
3.1 DESIGN AND COST ALTERNATIVES ANALYSIS MATRIX																												6		\$768			
SUBTOTAL							4																					10		\$1,416			
4 PRELIMINARY DESIGN																																	
4.0 PROJECT MANAGEMENT							4																					4		\$648			
4.1 PRELIMINARY LAYOUT																												29		\$3,176			
SUBTOTAL							4																					33		\$3,824			
5 FINAL DESIGN, PLANS AND SPECIFICATIONS																																	
5.0 PROJECT MANAGEMENT							8																					8		\$1,296			
5.1 GSOC COORDINATION							4																					4		\$648			
5.2 GSOC MEETING (2)							2																					2		\$324			
5.3 PLANS																												94		\$10,856			
5.4 PROJECT MANUAL (CITY FORMAT)							8																					16		\$2,072			
5.5 DESIGN MEETINGS							10																					17		\$2,506			
5.6 QA/QC PLAN REVIEW							2			2																		7		\$1,266			
5.7 MNDOT AND MNDNR FINAL PLAN REVIEW AND COMMENTS							1																					1		\$624			
SUBTOTAL							2			2																		2		\$19,592			
6 FINAL COST ESTIMATE																																	
6.0 PROJECT MANAGEMENT																														\$ -			
6.1 ENGINEER'S OPINION OF PROBABLE COST							4																					2		\$1,060			
SUBTOTAL							4																					6		\$1,060			
7 PROJECT BIDDING																																	
7.0 PROJECT MANAGEMENT							2																					2		\$324			
7.1 PROJECT BIDDING AND AWARD							2																					10		\$1,100			
SUBTOTAL							4																					12		\$1,424			
8 CONSTRUCTION ADMINISTRATION																																	
8.0 PROJECT MANAGEMENT										12																		12		\$1,944			
8.1 ON-SITE CONSTRUCTION SURVEY, INSPECTION & MATERIALS TESTING										12																		2		\$25,792			
SUBTOTAL										24																		24		\$27,736			
TOTAL																																	
GRAND TOTAL HOURS							2			53			26		180		64		16		22		52		10		10		14		32		481
HOURLY RATE							2			53			26		180		64		16		22		52		10		10		14		32		481
GRAND TOTAL DIRECT LABOR COSTS							\$412			\$8,586			\$4,212		\$17,460		\$8,192		\$1,552		\$2,706		\$5,044		\$890		\$2,060		\$1,764		\$6,624		\$59,502
REIMBURSABLE EXPENSES -																																	
PERMIT FEES: NPDES																															\$400		
SUBTOTAL EXPENSES																															\$400		
TOTAL FEE (HOURLY ESTIMATED FEE)																																	
\$59,902																																	

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in our hourly rates. | Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Reimbursable expenses include costs associated with plan, specification, and report reproduction, permit fees; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate schedule is adjusted annually.



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Adopt Resolution Approving Agreement with CWC - SPRA Lum Park Road 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/PW Director Dehn	Department: Parks and Recreation
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 2 Minutes
Summary of Issue: Attached to this request is a draft resolution relating to the City's obligations with Crow Wing County for the administration of the State Park Road Account (SPRA) Lum Park Road project.	
Alternatives, Options, Effects on Others/Comments: The City was approved for SPRA funding for the reconstruction of Lum Park Road. SPRA funding is required to be paid to the County State Aid system and payments are given to the County. Crow Wing County has agreed to act as the fiscal agent for the SPRA funding while the City will be responsible for all phases of the project including design, permitting, and construction. Any costs outside of the SPRA funding would be the City's responsibility.	
Recommended Action/Motion: Staff recommends approval of the resolution for Crow Wing County to act as the fiscal agent on behalf of the City for the SPRA funding.	
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>	

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

**RESOLUTION RELATING TO STATE PARK ROAD ACCOUNT FUNDS
FOR PROJECT S.A.P. 018-600-034 - IMPROVEMENTS TO LUM PARK ROAD (14TH AVE. NE)
FROM STATE HIGHWAY 210 TO THE RICE LAKE PUBLIC ACCESS
RELATED TO CROW WING COUNTY BEING THE FISCAL AGENT
AND THE CITY OF BRAINERD BEING RESPONSIBLE FOR ALL LOCAL COSTS**

WHEREAS, the City of Brainerd has been approved for State Park Road Account (SPRA) funding for improvements to Lum Park Road, with funding oversight provided by the MnDNR and MnDOT; and

WHEREAS, SPRA funding is considered County State Aid funding with the local County having responsibilities for receiving the funding and acting as the fiscal agent; and

WHEREAS, Crow Wing County is willing to accept the funds and perform the duties of the fiscal agent on behalf of the City of Brainerd; and

WHEREAS, the intent of the project is to improve Lum Park Road that is under jurisdiction of the City of Brainerd, and Crow Wing County must administer the funds for the project, enter into agreements with the State, act as the fiscal agent and assure the State that the local costs of the project not covered by the grant will be paid.

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

The Council hereby agrees to allow Crow Wing County to accept the funds, and further agrees to be responsible for all costs related to the project above and beyond the amount of the SPRA funding. In addition, the City of Brainerd shall be responsible for all phases of the project including but not limited to design, permitting, right-of-way acquisition, award and construction, and understands that the sole function of Crow Wing County related to the project is as the pass-through, fiscal agent.

Adopted this _____ day of _____, 2022

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2022

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Adopt Resolution - Alley Vacation - Blocks M and E - West Brainerd - Set Public Hearing

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/PW Director Dehn	Department: Engineering
Presenter (Name & Title): City Engineer/PW Director Dehn	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is a petition to vacate the alley in Blocks M and E, West Brainerd. The petition was submitted by Vicky Kinney and My Neighbor to Love Coalition, LLC. A map of the proposed alley vacation is attached.	
Alternatives, Options, Effects on Others/Comments: In order to start the vacation proceedings, the City Council must adopt the attached resolution in which declares the petition sufficient (meaning proper signatures of a majority of abutting owners were obtained) and set the public hearing for November 7, 2022 at the regularly scheduled City Council meeting. The petition was signed by all of the abutting owners for these two alley-ways, in which a map of the proposed right of way can be seen attached. Two weeks published notice, and the last being at least 10 days before the hearing, must be provided. Preliminary Plat and Conditional Use Permit will be presented to the Planning Commission at their October 19th, 2022 meeting. If approved, it is anticipated that staff will present the Preliminary Plat and Conditional Use Permit to Council at the November 7th meeting.	
Recommended Action/Motion: Staff recommends adopting the attached resolution declaring that the petition is sufficient and sets the public hearing on the proposed vacation for November 7, 2022 at 7:30 PM.	
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>	

PETITION FOR STREET OR ALLEY VACATION

Date: March 14, 2022

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described street or alley hereby petition that such alley be vacated as follows:

That part of the alley located within Block E and Block M, WEST BRAINERD, according to the recorded plat thereof, Section 4, Township 133 North, Range 28 West, Crow Wing County Minnesota, which lies southerly of the southerly line of Jackson Street, and which lies northerly of the northerly line of James Street.

in accordance with the provisions of Brainerd City Code Section 810.

<u>NAME</u>	<u>ADDRESS</u>	<u>LOTS</u>	<u>BLK</u>	<u>ADDN</u>	<u>SIGNATURE</u>
My Neighbor to Love Coalition	8660 Fernmont Road Lake Shore, MN 56468	3-10	E	West Brd	<u>Vicky Kinney</u>
My Neighbor to Love Coalition	8660 Fernmont Road Lake Shore, MN 56468	1-12	M	West Brd	<u>Vicky Kinney</u>
Gustafson Properties of Brainerd, LLC	424 NW 3 rd Street Brainerd, MN 56401	11-12 1-2	E	West Brd	<u>[Signature]</u>

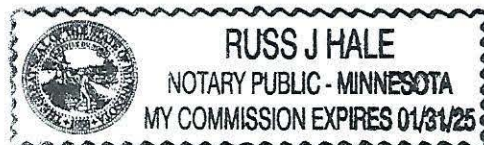
STATE OF MINNESOTA }
 } ss
COUNTY OF CROW WING }

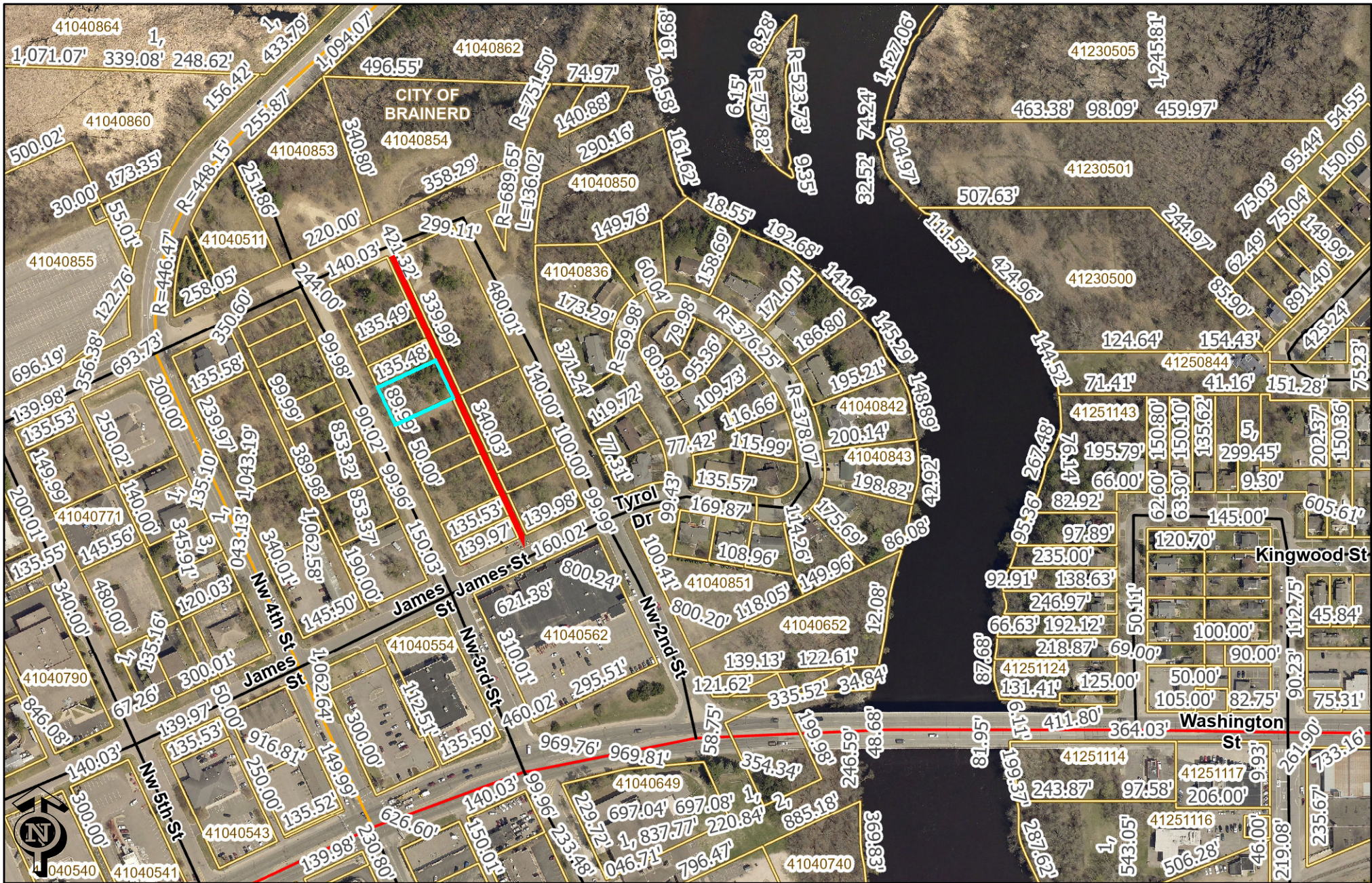
Vicky Kinney, being duly sworn on oath, deposes and says that he/she is the property owner or authorized representative in regard to the above entitled petition; that he/she has read the foregoing petition which includes the signatures of abutting property owners and knows the contents and signatures thereof; and that the same are true of his own knowledge, save and except as to those matters therein stated on information and belief, and to such matters, he/she believes it to be true.

Vicky Kinney
Signature
Board Chair / Executive Director
Title

Subscribed and sworn to before me
this 14th day of March, 2022

[Signature]
Notary Public





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

Alley Vacation Map

Paul Sandy

Date: 3/28/2022 Time: 8:57:47 AM



CREEKSIDE COMMUNITY DEVELOPMENT

Located in Block E and Block M, WEST BRAINERD,
Section 4, Township 133 North, Range 28 West,
Crow Wing County, Minnesota.

Surveyors Notes

The property address for the subject property is:

Not Declared

The Parcel Numbers for the subject property is 41040501, 41040502, 41040503, 41040504, 41040505, 41040805, 41040806, 41040807, 41040808, 41040809 and 41040810.

The current zoning classification for the subject property is Traditional Neighborhood 2 (TN-2).

This survey was completed without the benefit of a title commitment or title opinion, there may be easements or other limiting factors that affect the subject property that are not shown on this survey.

The subject property was reviewed for the existence of wetlands on September 13, 2022. Kyle Cheme, Minnesota Certified Delineator number 1190. No wetlands are located within the boundary of this proposed subdivision.

All water mains shown on survey are approximate locations based on the 2020 Storm Sewer Plan and Profile done by Bolton and Menk.

Legal description

Lots 1 thru 12 inclusive, Block M, WEST BRAINERD, Crow Wing County, Minnesota.

AND

Lots 3 thru 10 inclusive, Block E, WEST BRAINERD, Crow Wing County, Minnesota.

AND

All that part of vacated Robert Street which lies adjacent to Lot 1, Block M, and Lot 12, Block M, and Lot 6, Block E, and Lot 7, Block E, WEST BRAINERD, Crow Wing County, Minnesota.

AND

(This portion is proposed alley vacation)

That part of the alley located within Block M, WEST BRAINERD, according to the recorded plat thereof, Section 4, Township 133 North, Range 28 West, Crow Wing County Minnesota, which lies southerly of the southerly line of Jackson Street, and which lies northerly of the northerly line of Robert Street.

That part of the alley located within Block E, WEST BRAINERD, according to the recorded plat thereof, Section 4, Township 133 North, Range 28 West, Crow Wing County Minnesota, which lies southerly of the southerly line of Robert Street, and which lies northerly of the easterly extension of the southerly line of Lot 10, Block E, WEST BRAINERD.

That part of Robert Street, WEST BRAINERD, according to the recorded plat thereof, Section 4, Township 133 North, Range 28 West, Crow Wing County Minnesota, which lies easterly of a line from the southeast corner of Lot 12, Block M, WEST BRAINERD to the northeast corner of Lot 7, Block E, WEST BRAINERD, and which lies westerly of a line from the southwest corner of Lot 1, Block M, WEST BRAINERD to the northwest corner of Lot 6, Block E, WEST BRAINERD.

MAPPING LEGEND

STORM SEWER MANHOLE	⊗	BURIED ELECTRIC LINE	—P-BUR—
SANITARY SEWER MANHOLE	⊗	BURIED TELEPHONE LINE	—T-BUR—
CATCH BASIN	⊗	OVERHEAD POWER LINE	—OHP—
CULVERT APRON	⊗	WATER LINE	—W—
HYDRANT	⊗	STORM SEWER PIPE	—SSP—
WATER VALVE	⊗	SANITARY SEWER PIPE	—SSP—
UTILITY POLE	⊗	TREELINE	—TL—
UTILITY POLE ANCHOR	⊗	CONTOUR (MAJOR)	—1025—
UTILITY PEDESTAL	⊗	CONTOUR (MINOR)	—1025—
UTILITY METER	⊗	CONCRETE	—CONC—
LIFT STATION	⊗	BITUMINOUS	—BIT—
SOIL BORING	⊗	GRAVEL	—GRAV—
	SB#		

Traditional Neighborhood 2 (TN-2)

Purpose of Traditional Neighborhood 2 Zoning District. The TN-2 Zoning District is intended to provide for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses. This District reinforces the existing pattern of small, connected lots, blocks and street and supports development and redevelopment consistent with this pattern.

TN-2 Dimensional Standards – Density, Lot Size, Coverage and Height Standards
Lot Dimensions

A. Lot Size (minimum) Density (range) 4,000 SF: 9 – 20 DU/AC (20+ DU/AC requires CUP)
B. Buildable Area - Floor Area Ratio (FAR) for commercial use Outside of all setbacks 0.5
C. Lot Frontage on All Roads (minimum) 45'

Principal Building & Attached Accessory Building Standards

D. Front Yard Setback (minimum) 0' - 20' if Commercial is Principal Use, 5' - 20' if Residential is Principal Use
E. Side Yard Setback (minimum) 5'/10' corner
F. Rear Yard Setback (minimum) 1'

NO.	REVISIONS SINCE INITIAL DATE OF	DATE



I HEREBY CERTIFY THAT THIS PLAN, SURVEY, 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.

Signature: *James Kramer* 09/13/2022
James Kramer, MN License No. 23668 Date

PROJECT NO. KINNV2202

Preliminary Plat of CREEKSIDE COMMUNITY DEVELOPMENT

For property at: NOT YET ASSIGNED
Section 4, Township 133 North, Range 28 West
Crow Wing County, Minnesota

Sheet No. 1 of 1

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has received a petition from Vicky Kinney for the vacation of alleys in Blocks M and E, West Brainerd, according to the plat thereof and legally described below:

That part of the alley located within Block E and Block M, WEST BRAINERD, according to the recorded plat thereof, Section 4, Township 133 North, Range 28 West, Crow Wing County Minnesota, which lies southerly of the southerly line of Jackson Street, and which lies northerly of the northerly line of James Street.

Notice is further given that the City Council of Brainerd will meet in the Council Chambers of the City Hall at Brainerd, Minnesota, at 7:30 p.m. on Monday, November 7, 2022 to conduct a Public Hearing to consider said Vacation.

Such persons as desire to be heard with reference to the proposed vacation of said street will be heard at this meeting.

Dated this 18th day of October, 2022

Jennifer Bergman
City Administrator

Publish - 2 times on
October 19th, 2022 and October 26th, 2022

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

**A RESOLUTION DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC HEARING
ON A VACATION COMMENCED BY A PETITION OF A MAJORITY OF ABUTTING
LANDOWNERS**

WHEREAS, a petition signed by the majority of property owners abutting the alley in Blocks M and E, WEST BRAINERD in the City of Brainerd and was received by the City Clerk on the 14th day of March, 2022; and

WHEREAS, the petition requested that the City Council, pursuant to Minnesota Statute §412.851 and City Code Section 810, vacate alley ways legally described as the following:

That part of the alley located within Block E and Block M, WEST BRAINERD, according to the recorded plat thereof, Section 4, Township 133 North, Range 28 West, Crow Wing County Minnesota, which lies southerly of the southerly line of Jackson Street, and which lies northerly of the northerly line of James Street.

WHEREAS, the City Clerk has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the portion of each alley to be vacated; and

WHEREAS, a copy of said petition is attached hereto.

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

The Council will consider the vacation of such alley and a public hearing shall be held on such proposed vacation on the 7th day of November 2022, before the City Council in the City Hall located at 501 Laurel Street, Brainerd, MN 56401 at 7:30 p.m. and;

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Adopted this _____ day of _____, 2022

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2022

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



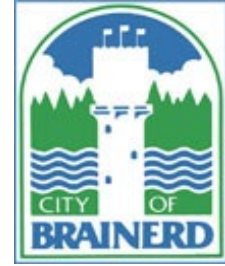
Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: Direction on Active Code Enforcement Cases

☐ 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): James Kramvik, CCD	Estimated Time Needed: 5 minutes
Summary of Issue: With the adoption of Ordinance No. 1524, the revised Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to 3 administration citations for non-compliance. Once 3 citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violation. Staff is bringing 1 property before the Committee for review. Staff is looking for direction from the Council as how to proceed with the case.	
Alternatives, Options, Effects on Others/Comments: Attached is the case file for 401 Holly St. Per Section 320, action that could be taken against these properties include: - Continued administrative citations in an amount determined by the City Council - Abatement of the offense (depending on the type of offense) - Legal action (at the recommendation of the City Attorney depending on the type of offense) - Cease corrective action	
Recommended Action/Motion: See attached memo.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: October 17, 2022

RE: Direction on Active Code Enforcement Cases

401 Holly St.

- Original fence permit issued 06/14/2022
- First contacted homeowner about issues with fence permit - 6/29/2022
 - o 1st Issue – A 6' high fence permit was issued incorrectly with a setback from the front façade of the house rather than the required front yard of the neighboring property.
 - Permit was issued with an approximate 13 ft setback from side corner property line when it should have been 20 ft.
 - o 2nd Issue – Homeowner applied new 6' fence boards over their existing 4' high fence. In the absence of property pins, the common fence line should have been used as the property line. The construction of a fence on a common property line requires the neighbor's consent which was not part of the permit.
- Homeowners applied for a variance to construct a 6' high fence up to the sidewalk with a zero-foot setback from the side yard corner property line and was reviewed by the Planning Commission at their regular meeting on July 20th.
- Letter from staff detailing options for the fence – July 25th
- Homeowners withdrew their variance request and original fence permit on – 07/27/2022
- Homeowners applied and were issued a new fence permit on 07/27/2022
 - o The new code allowed the construction of a 6' fence to occur in line with the front façade of the home at 401 Holly St – approximately 13 feet from the side corner property line
 - o The applicant agreed to have the property pins marked proving that the fence is completely within their property or move the fence 4" to 6" completely behind the existing fence and common property line.
- Order to Correct Letter sent 08/08/2022
 - o Called applicant informing them of the letter and date of compliance.
- 1st Citation & Additional Letter – 09/08/2022
- 2nd Citation & Additional Letter – 09/19/2022
- 3rd Citation – 09/28/2022

Staff Recommendation

Option 1 - Send a 10-day order to correct letter for the fence to be moved and begin working with the city attorney for legal action.

Option 2 – Cease corrective action



This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0339

Date of Violation: 09/28/2022

Parcel ID: 41240829

Violator(s): RANDALL, KELSIE
401 HOLLY ST
BRainerd, MN 56401

Location/Address of Violation: **401 HOLLY ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-4-11.D Fence Location	Zoning Code Violation	\$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: Violation will be reviewed by Safety and Public Works Committee on 10/17/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

**Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.
Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed
against the property of the owner charged with the violation.**

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Darrin Deseth, Building Official

Date: 09/28/2022

Representative's Signature: *Darrin Deseth*

(served via first class mail)



September 19, 2022



www.ci.brainerd.mn.us

Kelsie Randall
401 Holly St
Brainerd, MN 56401

You are receiving this letter and citation because corrective action has not yet taken place on the fence line between your property and Mr. Marone's property. An order to correct letter was sent on August 8th and a citation on September 8th. The new fence permit issued on 7/27/2022 indicated that the fence between the two properties was going to move 4 to 6 inches from the current fence line. The other option is to have the property pins marked. If the pin indicates that the fence is fully on your property, the citations will be voided, and no further action will be taken. The Community Development Department would certainly like to work with you to resolve this issue.

Please contact the Community Development Department at (218) 828-2309 if you have any questions.

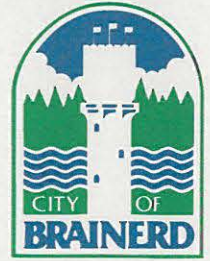
Respectfully,

A handwritten signature in black ink, which appears to read "James L. Kramvik". The signature is fluid and cursive.

James L. Kramvik

Community Development Director

September 8, 2022



www.ci.brainerd.mn.us

Kelsie Randall
401 Holly St
Brainerd, MN 56401

Dear Ms. Randall & Mr. Hartman,

You are receiving this letter and citation because corrective action has not yet taken place on the fence line between your property and Mr. Marone's property. An order to correct letter was sent on August 8th which was 11 days after the issuance of your new fence permit. The letter outlined the stipulations and a date of September 7th to correct the fence on the north side of your property. The City of Brainerd would certainly like to work with you to get this issue resolved. If the fence is moved according to the stipulations in the new permit by the next reinspection date the citation will be voided. The secondary option would be having your property pins marked by a surveying company. Please let the Community Development Department know if you have contracted with a survey company or if any other arrangements have been made.

Please contact the Community Development Department at (218) 828-2309 if you have any questions, we would certainly like to work with you to resolve the issue.

Respectfully,

A handwritten signature in blue ink, which appears to read "James L. Kramvik", is positioned below the word "Respectfully,".

James L. Kramvik
Community Development Director

August 08, 2022

RANDALL, KELSIE
401 HOLLY ST
BRainerd, MN 56401

ORDER TO CORRECT

Dear Property Owner(s),

The fence permit issued on 06/15/2022 was issued in error by the City of Brainerd with an incorrect side corner yard setback and the absence of the neighbor's signature along a common fence line. That permit has since been rescinded and the new fence permit issued on 07/27/2022 outlines corrective action on the constructed fence on your rear property line. The established property line is the ground abutting the exterior of the fence unless surveyed. The permit states the fence is to be moved behind the existing fence fully behind the property line. Please correct the location of the fence by the date specified below.

Property Address: 401 HOLLY ST
Real Estate Code: 41240829

Zoning Code Section 515-4-11.D Fence Location

All fences or walls shall be located entirely within the property of the person or firm constructing the fence unless the owner of the adjoining property agrees, in writing, that such fence may be erected on the common property line of the respective properties.

Corrective action is required; 30 days are allowed from the date of this letter.

To review City Codes on the web, go to www.ci.brainerd.mn.us/212/Zoning-Code.

Action should be taken on or before 09/07/2022

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this letter is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Community Development Director James Kramvik at 218/454-3408 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD



July 25, 2022

Kelsie Randall & Jessie Hartman
401 Holly St
Brainerd, MN 56401

The City of Brainerd issued your original fence permit in error on 06/15/2022 with an incorrect setback from N 4th St and with no required signatures from the adjoining property owner. The permit indicated that a 6.5' fence could not go beyond the side façade of the house which is approximately 13' from the side yard (corner) property line.

Section 515-19-7.C of the City Zoning Code indicates as follows: "Should the rear lot line of a lot be common with the side lot line of an abutting lot, that portion of the rear or side lot equal to the required front yard of the abutting lot shall not contain a fence greater than four (4) feet. For the purpose of this section, the front and side yards of the abutting lot shall be as defined in this Ordinance rather than the house as built (see Diagram B)." In light of this restriction, the setback from N. 4th St. for a 6 ft fence should have been 20' from the property line.

515-19-4: Location. All fences or walls shall be located entirely within the property of the person or firm constructing the fence unless the owner of the adjoining property agrees, in writing, that such fence may be erected on the common property line of the respective properties. A signature should have been required with an established fence line between your property and Mr. Marohn's before issuance of the permit. Without established property pins or a signature from the adjoining property owner, the fence must be moved entirely within the property. Burden of proof for property line and pin locations shall be the responsibility of the property owner installing the fence.

Option 1

The issued permit must adhere to the City Zoning Code that it was issued under. The Code requires a 20' setback from the side yard (corner) property line in the R-1 District. Also, a signature from the abutting property owner or location of the rear property pins are required for the constructed fence to remain in place. A variance request for a 6 ft high fence with a zero-foot setback along N 4th St. has been applied for and is currently in the review process. All fence work should cease until the variance application is fully processed. Planning Commission voted unanimously to recommend denying the variance request. City Council will hold a final vote on the variance request on August 1st at their regularly scheduled meeting.

Option 2

The new City Zoning Code allows for a fence up to six and one half (6½) feet high erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line. Planning Commission interpreted the front façade as the outermost wall of

the façade that is part of the foundation, extends to the roof, and is fully enclosed. The new fence ordinance does not make an exception for properties in which a rear lot abuts a neighboring side lot. For the issuance of a fence permit under the new City Zoning Code, the variance request and original fence permit must be rescinded in writing. A complete application must be submitted to the Community Development Department and a new permit must be issued before construction resumes.

Options 1 & 2 will require a correction to the rear fence. The common fence line is the established property line without locating the property pins. Staff will contact Mr. Marohn for approval of the fence removal. The rear fence must be located and constructed entirely within your property.

Please contact the Community Development Department at 218-828-2307 if you have any questions.

Respectfully,

James L. Kramvik

Community Development Director

THE CITY OF BRAINERD



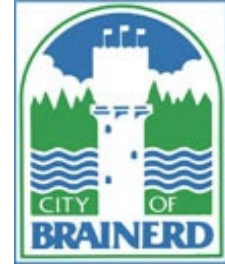
Brainerd City Council Agenda Request

Requested Meeting Date: October 17, 2022

Title of Item: PH and Res-Adopt Assessments-DTSS, DTSR, and 2022 Nuisances

☐ 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/PW Director Dehn	Department: Community Development and Public Works
Presenter (Name & Title): Community Development Director Kramvik and City Engineer/PW Director Dehn	Estimated Time Needed: 15 Minutes
Summary of Issue: Attached to this request is a copy of the Notice of Assessment Hearing, the Proposed Assessment Rolls for the downtown special services district, downtown snow removal, and 2022 nuisance abatement, and a resolution in which adopts the assessments. See staff memo for recommendation of waiving nuisance abatement assessments for two properties.	
Alternatives, Options, Effects on Others/Comments: At the public hearing, if there are questions or comments about the proposed assessments, staff will be available to respond. At the conclusion of the hearing, the Council would typically adopt a resolution adopting the assessments. If there are contested assessment amounts, staff would ask that the Council still adopt the assessments to start the 30-day payment clock. Contested assessments would be brought back to the next meeting for discussion, unless the council desires to adopt the contested assessments without further consultation.	
Recommended Action/Motion: Staff would recommend holding the public hearing to hear testimony for or against the proposed assessments and also adopt the attached resolution adopting the assessments as proposed for 2021/2022 downtown special services district, downtown snow removal, and 2022 nuisance abatement with the exception of waiving all nuisance abatement assessments for PID's 41191552 & 41191107.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO



TO: Mayor and City Council
FROM: James Kramvik, Community Development Director
DATE: October 17, 2022
RE: Staff Recommendation for Waiving Nuisance Abatement Assessments

516 1st Ave NE – PID 41191552

516 1st Ave NE has two ongoing enforcement issues.

- 1) The first issue is related to junk and debris on the property which was called in as a complaint this Spring. Staff worked with the property owner after the first citation to address the large furniture items and work on other issues through the summer. If compliance was met staff agreed to waive the citation of \$125.00.
- 2) The second issue is related to property maintenance of the soffit and fascia board of the accessory structure. Staff agreed to stop all citations through the summer while the property owner worked on hiring a contractor to repair the issue. The repair has not yet occurred, and additional citations were sent. This issue was reviewed by SPW at the October 3rd meeting as staff had not heard from the property owner after sending the additional citations. Outstanding citation amount of \$675.00.

The property owner contacted staff after receiving the nuisance abatement assessment letter and believed she had until winter to complete these issues and told staff that it will be completed. Staff should have sent an additional letter with a date of completion so there would be no miscommunication.

923 9th Ave NE – PID 41191107

Staff agreed to waive the citations for junk and debris if the property owner cleaned up the site. The property was cleaned up and is in compliance, but because of the date of reinspection of 9/23/2022 the citations could not be removed administratively. Outstanding citation amount of \$125.00.

Staff Recommendation

Staff recommends waiving all nuisance abatement assessments for PID's 41191552 & 41191107.

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 17, 2022, to pass upon the proposed assessment for the following improvements:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Miscellaneous properties around the City

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above-described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost of Downtown Special Services District is \$113,815.18 of which \$60,402.62 is proposed to be assessed.

The total cost of Nuisance Abatement is \$40,125.00 of which \$40,125.00 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is four and ninety-one hundredths' percent (4.91%) per year. The right to partially prepay the assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience.

The assessments will be spread over a period of one (1) year.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.
5. The entire hearing will be tape-recorded.
6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 19th day of September 2022

Jennifer Bergman
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 24, 2022

10/13/2022
07:43 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
DTSR 2022

Page: 1/2
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAID THE EXPENSE OF DOWNTOWN SNOW REMOVAL: DTSR 2022

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2023	2023	2023
								Principal Installmnt	Interest Installmnt	Total Installmnt
DTSR 2022	Active	Active	41240535 MOORES PROPERTIES, INC.	2,494.63	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241266 BREMER BANK OF BRAINERD	2,672.82	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241268 RICHARD & DENISE RATHMAN	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241269 DAVID F PUERINGER INVESTMENTS	2,782.76	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241270 NILA M PATRICK	1,048.28	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241271 BRAINERD LAKES PROPERTIES LLC	801.85	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241272 DAVID F PUERINGER	801.85	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241273 DAVID F PUERINGER INVESTMENTS	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241292 MAJIK PROPERTIES LLC	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241293 ASH PROPERTIES INC.	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241294 ASH PROPERTIES INC.	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241295 BRIAN L & RHONDA SMITH	3,100.47	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241300 JUAN M AND JOANNA I BARBOZA	1,336.41	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241301 BATRA RENTALS LLC	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241448 MASONIC TEMPLE ASSN. OF BRAINERD	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241449 NORTHERN PINES MENTAL HEALTH CENTER	445.47	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241450 TODD & LAURA BISTED	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241451 612 STATION LLC	445.47	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241452 DAVID F. PUERINGER INVESTMENTS	1,336.41	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241454 DAVID F. PUERINGER INVESTMENTS	445.47	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241455 JON AND DEBRA LUHRS	445.47	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241456 RICK BJORK	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241457 JJC PROPERTIES LLC	3,385.57	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241470 ASH PROPERTIES INC.	3,385.57	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241472 DAVID F. PUERINGER	1,781.88	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241473 DAVID F. PUERINGER INVESTMENTS	1,825.00	1	1	4.9100000	0.00	0.00	0.00

10/13/2022

CITY OF BRAINERD

Page: 2/2

07:43 AM

ASSESSMENT ROLL FOR CERTIFICATION DTSR 2022

DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF DOWNTOWN SNOW REMOVAL: DTSR 2022

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig No Yrs	Rem No Yrs	Interest Rate	2023 Principal Installmnt	2023 Interest Installmnt	2023 Total Installmnt
DTSR 2022	Active	Active	41241474 DAVID F. PUERINGER INVESTMENTS	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241475 VANDEPUTTE INVESTMENT PROPERTIES LL	830.00	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241476 CARL SIDNEY HANSON POST #255	997.85	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241477 C & L MIDWEST LLC	1,336.41	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241478 C & L MIDWEST LLC	445.47	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241479 NLLJ JENSEN, LLC	1,336.41	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241482 NJMS PHELPS BLOCK LLC	1,131.49	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241483 NJMS CHET'S LLC	472.20	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41241484 DANNY E. KUHN	890.94	1	1	4.9100000	0.00	0.00	0.00
DTSR 2022	Active	Active	41251149 LIVELY AUTO BLDG REAL EST HOLDINGS	4,009.23	1	1	4.9100000	0.00	0.00	0.00
District Totals				48,894.78				0.00	0.00	0.00
-----> Totals For 235-0000-36101				48,894.78				0.00	0.00	0.00
Grand Totals				48,894.78				0.00	0.00	0.00

DATED THIS 30TH DAY OF NOVEMBER 2022

TOTAL: \$48,894.78

ATTEST: _____
JENNIFER BERGMAN, CITY ADMINISTRATOR

KELLY BEVANS, PRESIDENT OF COUNCIL

INTEREST RATE: 4.91%
YEARS CERTIFIED: 1 YEAR

**** THIS SCHEDULE IS ADJUSTED FOR PEOPLE WHO PREPAID AND ANY PARTIAL PREPAIDS, AS WELL AS 76 DAYS OF INTEREST IN 2022 AND ALL OF 2023.

10/13/2022
07:51 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
DTSS 2022

Page: 1/2
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF DOWNTOWN SPECIAL SERVICES: DTSS 2022

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem No Yrs	No Interest Rate	2023 Principal Installmnt	2023 Interest Installmnt	2023 Total Installmnt
DTSS 2022	Active	Active	41240535 MOORES PROPERTIES, INC.	587.13	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241266 BREMER BANK OF BRAINERD	629.07	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241268 RICHARD & DENISE RATHMAN	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241269 DAVID F PUERINGER INVESTMENTS	654.95	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241270 NILA M PATRICK	246.72	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241271 BRAINERD LAKES PROPERTIES LLC	188.72	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241272 DAVID F PUERINGER	188.72	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241273 DAVID F PUERINGER INVESTMENTS	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241292 MAJIK PROPERTIES LLC	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241293 ASH PROPERTIES INC.	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241294 ASH PROPERTIES INC.	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241295 BRIAN L & RHONDA SMITH	729.72	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241300 JUAN M AND JOANNA I BARBOZA	314.54	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241301 BATRA RENTALS LLC	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241448 MASONIC TEMPLE ASSN. OF BRAINERD	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241449 NORTHERN PINES MENTAL HEALTH CENTER	104.85	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241450 TODD & LAURA BISTED	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241451 612 STATION LLC	104.85	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241452 DAVID F. PUERINGER INVESTMENTS	314.54	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241454 DAVID F. PUERINGER INVESTMENTS	104.85	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241455 JON AND DEBRA LUHRS	104.85	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241456 RICK BJORK	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241457 JJC PROPERTIES LLC	796.82	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241470 ASH PROPERTIES INC.	796.82	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241472 DAVID F. PUERINGER	419.38	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241473 DAVID F. PUERINGER INVESTMENTS	429.53	1	1	4.9100000	0.00	0.00	0.00

10/13/2022
07:51 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
DTSS 2022

Page: 2/2
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF DOWNTOWN SPECIAL SERVICES: DTSS 2022

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2023 Principal Installmnt	2023 Interest Installmnt	2023 Total Installmnt
DTSS 2022	Active	Active	41241474 DAVID F. PUERINGER INVESTMENTS	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241475 VANDEPUTTE INVESTMENT PROPERTIES LL	195.35	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241476 CARL SIDNEY HANSON POST #255	234.85	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241477 C & L MIDWEST LLC	314.54	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241478 C & L MIDWEST LLC	104.85	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241479 NLLJ JENSEN, LLC	314.54	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241482 NJMS PHELPS BLOCK LLC	266.31	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241483 NJMS CHET'S LLC	111.14	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41241484 DANNY E. KUHN	209.69	1	1	4.9100000	0.00	0.00	0.00
DTSS 2022	Active	Active	41251149 LIVELY AUTO BLDG REAL EST HOLDINGS	943.61	1	1	4.9100000	0.00	0.00	0.00
District Totals				11,507.84				0.00	0.00	0.00
-----> Totals For 401-0000-36101				11,507.84				0.00	0.00	0.00
Grand Totals				11,507.84				0.00	0.00	0.00

DATED THIS 30TH DAY OF NOVEMBER 2022

TOTAL: \$11,507.84

ATTEST: _____
JENNIFER BERGMAN, CITY ADMINISTRATOR

KELLY BEVANS, PRESIDENT OF COUNCIL

INTEREST RATE: 4.91%
YEARS CERTIFIED: 1 YEAR

**** THIS SCHEDULE IS ADJUSTED FOR PEOPLE WHO PREPAID AND ANY PARTIAL PREPAIDS, AS WELL AS 76 DAYS OF INTEREST IN 2022 AND ALL OF 2023.

10/13/2022
07:57 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
101-22 NUISANCE ASSESSMENTS

Page: 1/3
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF CITY NUISANCES 101-22.

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Rem		Interest Rate	2023	2023	2023
					No Yrs	No Yrs		Principal Installmnt	Interest Installmnt	Total Installmnt
101-22	Active	Active	0919800P007Z009 PROFESSIONAL AUTO, LEASING INC	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41040703 HOLLISTER, JOSEPH C IV	1,000.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41040712 GROSS, MORRIS RAY	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41040785 ROCK, RODNEY L & SUSAN	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41180595 HAIGHT, MICHAEL D & JESSICA E	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41180624 LEE, ROBERT E	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190512 CHRISTIAN 10 PROPERTIES	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190618 JAMES, TERRY & MARVIN	750.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190719 LARSON, JOHN A	1,375.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190799 THESING, TYLER B	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190885 GOTTWALT, MATTHEW & ERICA	2,725.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190901 BEBER, AUSTIN J	475.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190917 HUNTER, IVY RAE	250.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41190952 O'CONNOR, JESSE	800.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191093 BEMENT, HARRY & ARLISS	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191107 GAKIN, GREGORY SCOTT &	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191158 STEVENS, AARON CHARLES	325.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191165 PAULSON, MATTHEW J	350.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191169 GOTTWALT, MATTHEW & ERICA	1,225.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191178 CONNELLY, JOHN T	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191352 BUESGENS, MELANIE	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191381 BALDWIN, AMANDA M	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191418 GODEJOHN, JUSTIN & BRIAN KARL	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191502 GOODRICH, WALLACE D	1,425.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191552 HOUGHTON, CARIE	800.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191616 VEITH, STEVEN H	1,250.00	1	1	4.9100000	0.00	0.00	0.00

10/13/2022
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CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
101-22 NUISANCE ASSESSMENTS

Page: 2/3
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF CITY NUISANCES 101-22.

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem No Yrs	No Interest Rate	2023 Principal Installmnt	2023 Interest Installmnt	2023 Total Installmnt
101-22	Active	Active	41191685 SAMUELSON, DONALD B &	750.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191767 DOUCETTE, DORIS D	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191769 DOUCETTE, DORIS D	750.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191784 REMMICK INVESTMENTS LLC	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191789 THELEN, CARMON K TRUST (UND 1/2 INT	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41191817 ENGHOLM, ROGER	1,500.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41230513 MCKNIGHT, LARRY S	375.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41240591 ARFSTROM, CATHLEEN A	250.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41240996 WHISKEY ROAD LLC	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41241002 REMMICK INVESTMENTS LLC	250.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41241227 GORTON, JAY J	225.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41241501 FENWAY PROPERTIES LLC	625.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41241526 WETHERELL, RICHARD B	2,100.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41241595 LOSOS, DARREN	225.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41250639 BRAVERMAN, DAVE	375.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41250644 BJORKE, MARSHA LYNN & CHRISTOPHER L	375.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41250653 O'REILLY, DANIEL W & THERESA R	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41250666 KINDER, TERRY D	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41250784 PERKINS, ALICIA D	1,320.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41250792 SALTNESS, KELLY M & MAIER, ANDRES E	3,780.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300564 TIMMERS, BRIAN S	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300581 BEMENT, HARRY & ARLISS	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300678 KRUEGER, MANVIL J	1,125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300696 ENDRES, ALEC & KAYLA PIERZINSKI	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300742 JLS HOME SERVICES LLC	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300743 JORDAN HUNSTAD	625.00	1	1	4.9100000	0.00	0.00	0.00

10/13/2022
07:57 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
101-22 NUISANCE ASSESSMENTS

Page: 3/3
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF CITY NUISANCES 101-22.

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2023 Principal Installmnt	2023 Interest Installmnt	2023 Total Installmnt
101-22	Active	Active	41300794 PARKER, ROY C	2,425.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41300814 GOTTWALT, MATTHEW & ERICA	250.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41301035 TINKLENBERG, THOMAS	750.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41310508 MEADOWVIEW MANOR LP	500.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41330653 JAGER, MATTHEW L	675.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41360806 MATICH, JAMES R & BEVERLY	675.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41360827 LEWIS, KALEEN R	1,275.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41360937 DWINNELL, KARMIE (UND 1/4)	125.00	1	1	4.9100000	0.00	0.00	0.00
101-22	Active	Active	41460721 RAGER, KYLE	125.00	1	1	4.9100000	0.00	0.00	0.00
District Totals				37,075.00				0.00	0.00	0.00
-----> Totals For 101-0000-36101				37,075.00				0.00	0.00	0.00
Grand Totals				37,075.00				0.00	0.00	0.00

DATED THIS 30TH DAY OF NOVEMBER 2022

TOTAL: \$37,075.00

ATTEST: _____
JENNIFER BERGMAN, CITY ADMINISTRATOR

KELLY BEVANS, PRESIDENT OF COUNCIL

INTEREST RATE: 4.91%
YEARS CERTIFIED: 1 YEAR

**** THIS SCHEDULE IS ADJUSTED FOR PEOPLE WHO PREPAID AND ANY PARTIAL PREPAIDS, AS WELL AS 76 DAYS OF INTEREST IN 2022 AND ALL OF 2023.

RESOLUTION
NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for 2020-2021 snow removal and special services and nuisance abatement concerning the properties abutting on the following:

DOWNTOWN SNOW REMOVAL AND SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Misc properties around the City

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

1. Such proposed assessment, a copy of which is on file in the offices of the City Administrator and City Engineer, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in full within 30 days from the adoption of this Resolution without interest at the office of the City Administrator. Thereafter, the entire amount of the assessment shall be payable to the Crow Wing County Auditor with interest at the rate of two and eighty-three hundredths' percent (4.91%).

3. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the Crow Wing County Auditor to be extended on the property tax list of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 17th day of October 2022

KELLY BEVANS
President of the Council

Approved this 17th day of October 2022

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator