

CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, January 3rd, 2023 @ 7:30pm

The public is invited to attend these meetings in person
Attend by phone **City Council**: 1-844-992-4726 Meeting Access Code: 2494 791 0287

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

1. Call To Order
2. Pledge Of Allegiance
3. Administer Oath Of Office

- Dave Badeaux- Mayor
- Kara Terry- Council Member, Ward 1
- Kelly Bevans- Council Member, Ward 2
- Gabe Johnson- Council Member, Ward 4
- Jeff Czczok- Council Member, At-Large

Documents:

Oath of Office.pdf

4. Election Of President & Vice President Of The Council For 2023-2024

Documents:

MA - Council President Election.pdf

5. Roll Call

____ G. Johnson ____ K. Terry ____ T. Stenglein ____ J. Czczok

____ M. O'Day ____ K. Stunek ____ K. Bevans ____ Mayor Badeaux

6. Approval Of Agenda - Voice Vote

7. 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:

010323 COUNCIL AP REPORT.pdf

B. Approval Of Minutes

Documents:

2022-12-19 CC Draft.pdf

C. Approval Of Licenses

Contractor Licenses

Documents:

20230103 Contractor Licenses.pdf

D. Department Activity Reports

Documents:

HR Directors Report.pdf
Fire Chief.pdf
PW Report.pdf

E. Appoint City Attorney Pursuant To City Charter- 2023-2024

Documents:

Appt City Attorney.pdf

F. Adopt Resolution Designating Financial Institutions As Depositories For 2023 Pursuant To City Charter

Documents:

Res - 2023 Financial Institutions.pdf

G. Annual Authorization To Perform Electronic Transfers

Documents:

Electronic Transfers.pdf

H. Designate Brainerd Dispatch As Official Newspaper For Calendar Year 2023 Pursuant To City Charter; And Authorize Signature On

Contract With Dispatch

Documents:

Dispatch.pdf

- I. Adopt Resolution Approving Signature Authorization For 2023 Capital Projects For The Brainerd Lakes Regional Airport**

Documents:

Res - Airport 2023 Capital Projects.pdf

- J. Approve Lease Between City And Brainerd Solar LLC**

Documents:

CA - Brainerd Solar Lease.pdf

- K. Biennial Body Worn Camera Audit Report**

Documents:

2022 Biennial BWC Audit Report.pdf

- L. Approve City Administrator 2022 Performance Review Summary**

Documents:

2022 City Administrator Performance Review Summary Final.pdf

- M. Approve Stormwater Engineering Manual**

Documents:

Approval of Stormwater Engineering Manual.pdf

- N. Ratify The Hiring Of 2023 Winter Temporary Warming House Attendant Employees.**

Documents:

Ratify Hiring of 2023 Employees.pdf

- O. Ratify The Hiring Of Assistant Planner Dylan Edwards - Effective January 9, 2023, At Step 1 (\$27.08 Per Hour)**

Documents:

PF - Ratify the Hiring of Assistant Planner Dylan Edwards.pdf

8. Presentation

A. **Presentation Of Tower Award To Tad Erickson**

9. **Unfinished Business**

A. **Appoint Two Members To The Joint Wastewater Management Board**

Documents:

MA - WWTB Appointment.pdf

B. **Final Reading – Proposed Ordinance No. 1540 – Instituting A Three Month Moratorium On The Conversion Of Dwelling Units To Green Space Or Surface Parking**

Conduct Final Reading

Hold Public Hearing

ORD 1540

Documents:

MA - Ordinance 1540.pdf

C. **Call For Applicants - Informational**

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

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

Charter Commission – 4 terms (Expire 2026) 1 term (Expire 2025)

Parks and Recreation-- 1 term (Expire 2027)

Library Board -- 1 term (Expire 2023)

Public Utilities Commission-- 1 term (Expires 2027)

Rental Dwelling License Board of Appeals – 5 terms (Expire 2022)

Transportation Advisory Committee-- 3 terms (Expire 2024)

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

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

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

Airport Commission-- 1 term (Expire 2025)

Planning Commission-- 2 terms (Expire 2025)

10. New Business

A. Authorize Fire Department To Apply For Public Safety Grant

Documents:

Firehouse Sub Grant.pdf

B. Authorize Submission Of Small Cities Development Program (SCDP) Preliminary Proposal To Department Of Employment And Economic Development (DEED)

Documents:

MA - SCDP Preliminary.pdf

C. First Reading - Proposed Ordinance No. 1541, An Ordinance Amending Section 515-4 Of The Zoning Code - Restrictions On Demolition And Removal Of Dwelling Units.

Documents:

MA - Ordinance 1541.pdf

D. Consider Amendment To Interim Use Permit For Additional Short Term Rental Unit - 1005 S 6th Street

Documents:

MA - IUP Amend.pdf

E. Consider Removal Of Nuisance Abatement Assessment For 814 Front Street

Documents:

MA - Removal of Nuisance.pdf

F. Approve Award For TH 210/Lum Park Pedestrian Bridge Feasibility Study

Documents:

Approve TH 210-Lum Park Ped Bridge RFP.pdf

G. Request Elected Officials To Participate On TH 210/Lum Park Pedestrian Bridge PMT

Documents:

SPW - Request Elected Officials on Feasibility Study PMT.pdf

H. Adopt Resolution Approving MnDOT Agreement For Federal Participation In Construction

Documents:

Approve MnDOT DCP Agreement and Resolution.pdf

I. Adopt Resolution Advancing Municipal State Aid Street Funds

Documents:

Approve MSAS Advance Resolution.pdf

J. Authorize Additional Funds For Motor Grader

Documents:

MA - Additional Captial Funds.pdf

K. Approve 2023 IUOE Street Department Union Contract Agreement And Wage Resolution

Documents:

Approve IUOE Street 2023 Union Contract.pdf

L. Authorize Signature On League Of Minnesota Cities Insurance Trust (LMCIT) Liability Coverage Waiver Form

Documents:

MA - LMCIT Wavier Form.pdf

M. Ratify Grant Submittal For No Child Left Inside Grant And Designate Matching Funds

Documents:

MA - Parks Grant.pdf

N. Adopt Resolution Designating The Property Taxes Generated By The Mills Property "Annexation Area" To The Park Dedication Fund

Documents:

MA - Res Lively Property.pdf

**O. Authorize Signatures On Joint Service Agreements For
Prosecution Services With Baxter And Nisswa**

Documents:

MA - Joint Services Agreement.pdf

11. Public Forum

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

12. Staff Reports

(Verbal: Any Updates since Packet)

13. Mayor's Report

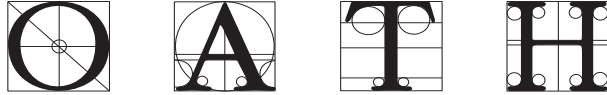
14. Council Member Reports

**15. Adjourn To Senior Officials Training, January 11 At 322 Laurel St,
Brainerd 5:00-7:30 P.m.**

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"*



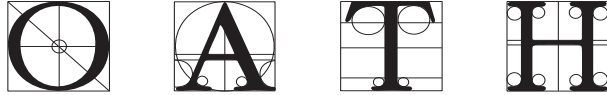
STATE OF MINNESOTA)
CITY OF BRAINERD) ss.
COUNTY OF CROW WING)

I, Dave Badeaux, do solemnly swear that I will
support the Constitution of the United States, the
Constitution of the State of Minnesota, and that I
will faithfully discharge the duties of the office of
City Council of the
City of Brainerd, Minnesota, to the best of my
judgment and ability, so help me God.

Dave Badeaux

Subscribed and sworn to before me this 3rd day
of January 2023.

Jennifer Bergman
City Administrator



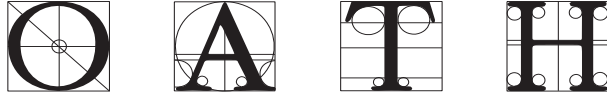
STATE OF MINNESOTA)
CITY OF BRAINERD) ss.
COUNTY OF CROW WING)

I, Kelly Bevans, do solemnly swear that I will
support the Constitution of the United States, the
Constitution of the State of Minnesota, and that I
will faithfully discharge the duties of the office of
City Council of the
City of Brainerd, Minnesota, to the best of my
judgment and ability, so help me God.

Kelly Bevans

Subscribed and sworn to before me this 3rd day
of January 2023.

Jennifer Bergman
City Administrator



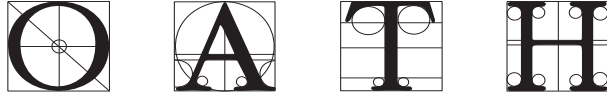
STATE OF MINNESOTA)
CITY OF BRAINERD) ss.
COUNTY OF CROW WING)

I, Jeff Czeczok, do solemnly swear that I will
support the Constitution of the United States, the
Constitution of the State of Minnesota, and that I
will faithfully discharge the duties of the office of
City Council of the
City of Brainerd, Minnesota, to the best of my
judgment and ability, so help me God.

Jeff Czeczok

Subscribed and sworn to before me this 3rd day
of January 2023.

Jennifer Bergman
City Administrator



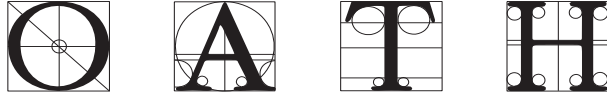
STATE OF MINNESOTA)
CITY OF BRAINERD) ss.
COUNTY OF CROW WING)

I, Gabe Johnson, do solemnly swear that I will
support the Constitution of the United States, the
Constitution of the State of Minnesota, and that I
will faithfully discharge the duties of the office of
City Council of the
City of Brainerd, Minnesota, to the best of my
judgment and ability, so help me God.

Gabe Johnson

Subscribed and sworn to before me this 3rd day
of January 2023.

Jennifer Bergman
City Administrator



STATE OF MINNESOTA)
CITY OF BRAINERD) ss.
COUNTY OF CROW WING)

I, Kara Terry, do solemnly swear that I will
support the Constitution of the United States, the
Constitution of the State of Minnesota, and that I
will faithfully discharge the duties of the office of
City Council of the
City of Brainerd, Minnesota, to the best of my
judgment and ability, so help me God.

Kara Terry

Subscribed and sworn to before me this 3rd day
of January 2023.

Jennifer Bergman
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Election of President and Vice President of the Council for 2023-2024

Agenda	Action Requested:	
☐ CONSENT AGENDA	☐ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☒ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Jennifer Bergman, City Administrator **Department:** Admin

Presenter: Council President Bevans

Estimated Time Needed: 5 Minutes

Summary of Issue:

The Charter states "At the first meeting in January of the City Council after the regular City election it shall proceed to elect by ballot from its members a President and a Vice-President."

Alternative, Options, Effects on Others/Comments:

Outgoing Council President Bevans will call for nominations for Council President for calendar years 2023 and 2024. After nominations are closed, the Council will vote by ballot which will be read by the City Administrator to appoint a Council President. The new Council President will then take nominations for Council Vice President. Once nominations are closed, the Council will vote by ballot to be read by the City Administrator to appoint a Council Vice President. Council President will appoint Chairs and members of P&F and SPW.

Recommended Action/Motion:

- 1) Elect a Council President and a Vice President
- 2) Council President appoints Chairs and members of Personnel and Finance and Safety and Public Works Committees.

Financial Impact:

Is there a cost associated with this request:

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
DEC 2022							
75335	BRAINERD LAKES AREA DEV C	12/31/2022	01/04/2023	2,916.67	2,916.67	Open	N
	DEC 22 ECONOMIC DEVELOPMENT CONSULTING	pziemer					12/31/2022
	295-6510-43300	PROFESSIONAL SERVICES		2,916.67			
	Total for vendor 0078 - BRAINERD LAKES AREA DEV C:			2,916.67	2,916.67		
Vendor 0102 - CANON FINANCIAL SERVICE:							
29743034							
75314	CANON FINANCIAL SERVICE	12/23/2022	01/04/2023	80.69	80.69	Open	N
	1/1/23-1/31/23 FD COPIER LEASE	pziemer					01/04/2023
	225-2220-43331	LEASED PAYMENTS		80.69			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			80.69	80.69		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COAL:							
DEC 2022							
75337	DESTINATION DOWNTOWN BRAINERD COAL	12/31/2022	01/04/2023	1,945.83	1,945.83	Open	N
	DEC 22 ECONOMIC DEVELOPMENT CONSULTING	pziemer					12/31/2022
	295-6510-43300	PROFESSIONAL SERVICES		1,945.83			
	Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COAL:			1,945.83	1,945.83		
Vendor 3800 - ENVIROTECH:							
68127/CITY HALL							
75301	ENVIROTECH	12/27/2022	01/04/2023	1,890.71	1,890.71	Open	N
	JAN 2023 CITY HALL JANITORIAL	pziemer					01/04/2023
	101-1940-43300	PROFESSIONAL SERVICES		1,890.71			
68127/FD							
75302	ENVIROTECH	12/27/2022	01/04/2023	254.95	254.95	Open	N
	JAN 2023 FIRE DEPT JANITORIAL	pziemer					01/04/2023
	225-2220-43300	PROFESSIONAL SERVICES		254.95			
68127/PD							
75303	ENVIROTECH	12/27/2022	01/04/2023	1,344.39	1,344.39	Open	N
	JAN 2023 POLICE DEPT JANITORIAL	pziemer					01/04/2023
	225-2120-43300	PROFESSIONAL SERVICES		1,344.39			
68127/STREETS							
75304	ENVIROTECH	12/27/2022	01/04/2023	254.95	254.95	Open	N
	JAN 2023 STREET DEPT JANITORIAL	pziemer					01/04/2023
	235-3100-43300	PROFESSIONAL SERVICES		254.95			
	Total for vendor 3800 - ENVIROTECH:			3,745.00	3,745.00		
Vendor 3627 - LAKES AREA WILDLIFE CONTROL:							

12/29/2022 01:56 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 01/03/2023 - 01/03/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 2/3

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
DEC 2022 75319	LAKES AREA WILDLIFE CONTROL DEC 22 ANIMAL CONTROL CONTRACT 225-2700-43300 Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:	12/27/2022 pziemer PROFESSIONAL SERVICES	01/04/2023	2,987.00 2,987.00	2,987.00 2,987.00	Open	N 01/04/2023
Vendor 2011 - MRPA:							
2023 MEMBERSHIP 75279	MRPA 2023 AGENCY DUES + J.DEHN & K. KAUFM#pziemer 230-5200-43433 Total for vendor 2011 - MRPA:	12/20/2022 pziemer DUES & SUBSCRIPTIONS	01/04/2023	839.00 839.00	839.00 839.00	Open	N 01/04/2023
Vendor 2664 - RTVISION, INC.:							
INV174 75290	RTVISION, INC. RTVISION ONEOFFICE 2/1/23-1/31/24 101-1700-43309 101-0000-15510 Total for vendor 2664 - RTVISION, INC.:	12/01/2022 pziemer COMPUTER TECHNICAL SUPPORT PREPAID OTHER	01/04/2023	3,300.00 3,025.00 275.00	3,300.00 3,300.00	Open	N 01/04/2023
Vendor 3612 - SEVERSON PORTER LAW:							
DEC 2022 75320	SEVERSON PORTER LAW DEC 22 PROSECUTION AGREEMENT 225-2127-43310 Total for vendor 3612 - SEVERSON PORTER LAW:	12/27/2022 pziemer MISDEMEANOR PROSECUTOR	01/04/2023	16,517.09 16,517.09	16,517.09 16,517.09	Open	N 01/04/2023
Vendor 3838 - SWANSON HASKAMP CONSULTING:							
DEC 2022 75334	SWANSON HASKAMP CONSULTING DEC 22 ECONOMIC DEVELOPMENT CONSULTING#pziemer 295-6510-43300 Total for vendor 3838 - SWANSON HASKAMP CONSULTING:	12/31/2022 pziemer PROFESSIONAL SERVICES	01/04/2023	2,658.33 2,658.33	2,658.33 2,658.33	Open	N 12/31/2022
Vendor 0087 - VISIT BRAINERD:							
DEC 2022 75336	VISIT BRAINERD DEC 22 ECONOMIC DEVELOPMENT CONSULTING#pziemer 295-6510-43300 Total for vendor 0087 - VISIT BRAINERD:	12/31/2022 pziemer PROFESSIONAL SERVICES	01/04/2023	2,937.50 2,937.50	2,937.50 2,937.50	Open	N 12/31/2022

12/29/2022 01:56 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 01/03/2023 - 01/03/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 3/3

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

# of Invoices:	13	# Due:	13	Totals:	37,927.11	37,927.11
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					37,927.11	37,927.11

--- TOTALS BY GL DISTRIBUTION ---

101-0000-15510	PREPAID OTHER	275.00	
101-1700-43309	COMPUTER TECHNICAL SUPPORT	3,025.00	
101-1940-43300	PROFESSIONAL SERVICES	1,890.71	
225-2120-43300	PROFESSIONAL SERVICES	1,344.39	
225-2127-43310	MISDEMEANOR PROSECUTOR	16,517.09	
225-2220-43300	PROFESSIONAL SERVICES	254.95	
225-2220-43331	LEASED PAYMENTS	80.69	
225-2700-43300	PROFESSIONAL SERVICES	2,987.00	
230-5200-43433	DUES & SUBSCRIPTIONS	839.00	
235-3100-43300	PROFESSIONAL SERVICES	254.95	
295-6510-43300	PROFESSIONAL SERVICES	10,458.33	

--- TOTALS BY FUND ---

101 - GENERAL FUND	5,190.71	5,190.71
225 - PUBLIC SAFETY FUND	21,184.12	21,184.12
230 - PARK & RECREATION FUND	839.00	839.00
235 - STREET & SEWER FUND	254.95	254.95
295 - EDA FUND	10,458.33	10,458.33

--- TOTALS BY DEPT/ACTIVITY ---

0000 -	275.00	275.00
1700 - ENGINEERING	3,025.00	3,025.00
1940 - CITY HALL	1,890.71	1,890.71
2120 - POLICE DEPARTMENT	1,344.39	1,344.39
2127 - MISDEMEANOR PROSECUTOR	16,517.09	16,517.09
2220 - FIRE DEPARTMENT	335.64	335.64
2700 - ANIMAL CONTROL	2,987.00	2,987.00
3100 - S & S MAINTENANCE	254.95	254.95
5200 - PARK MAIN/ADMINISTRATION	839.00	839.00
6510 - ECONOMIC DEVELOPMENT AUTH	10,458.33	10,458.33

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: Johnson, Bieser, Stenglein, Erickson, O'Day, Stunek, 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 JOHNSON AND O'DAY, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND O'DAY TO APPROVE THE CONSENT CALENDAR WITH THE ADDITION ON MINNESOTA LAWFUL GAMBLING APPLICATION, AND CORRECTION TO THE DECEMBER 5TH MINUTES TO INCLUDE MEMBER STENGLEIN'S MOTION THAT WAS DISALLOWED BY COUNCIL PRESIDENT.

- A. Approval of Bills and Transfers of Funds**
- B. Approval of Minutes**
 - a. Regular City Council Meeting held on December 5th, 2022**
 - b. Budget Public Hearing held on December 12th, 2022**
- C. Approval of Licenses**
- D. Department Activity Report**
- E. Approve Renewal of Memorandum of Understanding with CLC for Sexual Assault Services**
- F. Minnesota Lawful Gambling Application submitted by American Legion Post 255, 708 Front St, for an event to be held January 6th, 2023, at the Brainerd High School, 702 S 5th St.**

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

Presentations

Presentation MnDOT Current Layout from PMT and Set Public Hearing

City Engineer/ Public Works Director gave an overview of the preliminary draft layout of Washington Street/ Highway 210. He stated that the public hearing will be held on February 21st with municipal consent at that time.

Luke Wehseler, MnDOT Project Management, gave an overview of the timeline and a review of the meetings held for public engagement and with the City PMT.

Member O'Day asked whether anything has been changed since the last PMT meeting. The City PMT requested some of the left turns that had been eliminated be added back in and also narrower lanes to slow traffic. They were big wins for the City PMT.

Mr. Wehseler stated that the layout had not changed since the last meeting.

Member Johnson stated that not everything that the City asked for will be met, which is understandable. Overall, the process to get to this plan has been great.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND JOHNSON, DULY CARRIED, TO SET THE PUBLIC HEARING AND FOR MUNICIPAL CONSENT TO FEBRUARY 21ST AT 7:30 P.M. IN THE CITY COUNCIL CHAMBERS.

Brainerd Community Action Annual Presentation

Dave Badeaux, 602 N 9th St, Brainerd Community Action, Executive Director, and Katie Deblock, 202 Ridge Dr, presented the annual budget for Brainerd Community Action. They highlighted changes to the budget for the Independence Day celebrations.

Council Committee Reports

Safety and Public Works

Adopt Resolution Approving Transit 2020 Bus Purchase

Committee Chair O'Day stated that the bus that was planned for purchase in 2020 will arrive in 2023. There was an increase to the cost share, the cost to the City for the bus is \$11,756.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER TO ADOPT RESOLUTION AUTHORIZING 2020 BUS PURCHASE.

RESOLUTION 52:22

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

Adopt Resolution for Surface Transportation Block Grant Program (STBGP) Grant Application

Committee Chair O'Day stated that this strengthens our position in receiving funds for the 210/Washington Street project.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON TO ADOPT RESOLUTION AGREEING TO MAINTAIN THE FACILITIES AS WILL BE DESCRIBED IN THE COOPERATIVE AGREEMENT.

RESOLUTION 53:22

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

Adopt Resolutions for Transportation Alternatives (TA) Grant Application

Committee Chair O'Day stated that the Transportation Alternatives grant is to strengthen the opportunity to build a pedestrian bridge over Washington street.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER TO ADOPT RESOLUTION AGREEING TO ACT AS THE SPONSORING AGENCY FOR THE GRANT FUNDING.

RESOLUTION 54:22

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

Member Erickson stated that this would be agreeing to maintain the transportation infrastructure that would be built with the opportunity to receive this grant.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON TO ADOPT RESOLUTION TO MAINTAIN THE FACILITIES RECEIVING GRANT FUNDING.

RESOLUTION 55:22

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

Approve Street Light Standards and Details

Committee Chair O'Day stated that the committee had detailed discussion with BPU Operations Manager Hawkinson. The standard lighting was chosen last March. Staff needed clarification on the lighting standards and the details for ordering the materials. The committee will continue to work with staff to implement and coordinate with the Planning Commission and the Park Board on lighting standards.

Approve Street Light Request

Committee Chair O'Day stated that there was a homeowner in North Town who requested a light at the intersection of Wild Avenue and Viking Street. The closest light is 400 ft away. The corner is too dark and unsafe.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE INSTALLATION OF A STREET LIGHT AT THE INTERSECTION OF VIKING STREET AND WILD AVENUE AT THE CITY'S EXPENSE.

Personnel and Finance Committee

Ratify the Hiring of Community Service Officer (CSO) Dominick Bailiff

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO RATIFY THE HIRING OF COMMUNITY SERVICE OFFICER DOMINICK BAILIFF, EFFECTIVE DECEMBER 16TH, 2022, AT THE CSO PAY RATE OF \$16.00 PER HOUR.

Approve 2023 IBEW Administrative Support Union Contract Agreement

Committee Chair Johnson stated that this is a one-year contract that includes a 2.5% cost of living adjustment (COLA) and step increase for Alyson Timmons on January 1st.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE ATTACHED OFFER FOR SETTLEMENT BETWEEN THE CITY

AND IBEW LOCAL NO. 31 UNION REPRESENTING THE ADMINISTRATIVE SUPPORT EMPLOYEES FOR THE 2023 CONTRACT.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION SETTING THE IBEW ADMINISTRATIVE SUPPORT UNION WAGES FOR 2023.

RESOLUTION 56:22

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

Approve 2023-2025 IUOE Parks Union Contract Agreement

Committee Chair Johnson stated that this is a three-year contract that includes 2.5% COLA for two years and 3.75% COLA for the third year.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE 2023-2025 TENTATIVE AGREEMENT SUMMARY AND THE ATTACHED CONTRACT SUPPORTING DOCUMENTS BETWEEN THE CITY AND IUOE LOCAL NO. 49 UNION REPRESENTING PARKS MAINTENANCE EMPLOYEES.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN TO ADOPT RESOLUTION SETTING THE IUOE LOCAL NO. 49 PARKS MAINTENANCE WAGES FOR 2023-2025.

RESOLUTION 57:22

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

Request Authorization to Advertise for a Senior Engineer Tech/ Project Manager Position

Committee Chair Johnson stated that the Engineering Tech position has been posted twice and we have not had any luck with hiring. The adjustment to the position fits the qualifications better and may warrant more candidates with a higher starting wage.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO HIRE A SENIOR ENGINEERING TECH/PROJECT MANAGER INSTEAD OF THE ENGINEERING TECH POSITION.

Consider Library Board's Request for Parking Spots in the Maple Lot

Member O'Day asked how many employees the Library had working.

Finance Director Hillman stated that at peak time there are 9 employees or volunteers at the Library. They are looking to use the main Library lot for patrons.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO DENY THE LIBRARY'S BOARD REQUEST FOR ADDITIONAL PARKING SPOTS; HOWEVER, MAINTAIN THE FOUR THAT WERE APPROVED IN 2015, ON THE CONDITION THAT IF THE SPOTS ARE NEEDED FOR RENTAL, THE LIBRARY GIVES UP THE SPOTS UPON NOTIFICATION BY CITY STAFF.

Discussion of Streets Vehicle Replacement

Committee Chair Johnson stated that the City has attempted to replace a 19-year-old truck through Enterprise's government pricing. This action is to allow staff to reserve a truck with the consumer pricing. The cost will be about \$4,500 more over five years than the government lease. He enjoys seeing the Street Foreman drive around in an old truck as it seems the City is saving taxpayer dollars, but it is time to replace the truck.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO ENTER INTO A RETAIL LEASE WITH ENTERPRISE FOR A 2023 F-250.

Unfinished Business

Committee Recommendations- Recommended by Mayor Badeaux

Doug Stenberg- TAC expires 2024
Jan Lambert- TAC expires 2024
Lisa Nebel- TAC expires 2024
Johnathan Miller- Parks expires 2027
Mike Angland- PUC expires 2027

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE COMMITTEE RECOMMENDATIONS BY MAYOR BADEAUX.

Call for Applicants – Informational:

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

Charter Commission – 4 terms (Expire 2026) 1 term (Expire 2025)
Library Board -- 1 term (Expire 2023)
Rental Dwelling License Board of Appeals – 5 terms (Expire 2025)

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

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

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

Airport Commission-- 1 term (Expire 2025)
Planning Commission-- 2 terms (Expire 2025)

New Business

First Reading- Proposed Ordinance 1540, an Ordinance Instituting a Moratorium on the Conversion of Dwellings to Green Space or Surface Parking

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STENGLEIN, DULY CARRIED, TO HOLD THE FIRST READING OF PROPOSED ORDINANCE NO. 1540, AN ORDINANCE INSTITUTING A MORATORIUM ON THE CONVERSION OF DWELLINGS TO GREEN SPACE OR SURFACE PARKING AND DISPENSE WITH THE ACTUAL READING OF THE ORDINANCE.

Discussion Regarding the Sale of Alcohol in City Parks

City Engineer/ Public Works Director Dehn stated at the December 6th Park Board meeting they discussed policies regarding the new Amphitheater facility, the Park Board discussed the current restrictions of alcoholic beverages in City Parks and the possibility of allowing sale and consumption in City Parks. A similar question arose last summer concerning whether the existing City Code allows for the sale and consumption of alcohol in City parks. The City Code gives multiple definitions of intoxicating liquor. Staff is looking for a general approval that would allow the Park Board to continue to explore how alcohol could be allowed in parks and bring that back as an ordinance to City Council.

Member Johnson stated that he supports the idea of looking at section 1200 and 1205 and working with the Park Board to have alcohol at some events. It is currently against our code for softball players and campers to consume alcohol in the parks, whether the Council wants to allow it or not, it is worth looking at. The City Code also prohibits current activities for Street Fest and Shep's Elbow Convention. Something needs to be done to the code to unify the thoughts of each individual.

Member O'Day stated that generally he is supportive of looking at the language in the current code as it is confusing and outdated.

Chair Bevans stated that regardless of whether or not the Council allows alcohol in Parks that the language does need revamping. He thanked the Park Board for bringing this forward so that we can move forward with a single concept.

Approval of 2023 Parks Budget

City Engineer/ Public Works Director Dehn stated that at the November 28th budget workshop, there was a general consensus of the Council disapproving of the proposed Park Board 2023 capital request. However no formal action was taken at the workshop or at the December 5th council meeting. Based on the Council's discussion at the workshop the Park Board revisited the 2023 capital request at their special meeting on December 6th and are submitting an alternative for Council consideration. The packet includes an alternative budget that removes the \$400,000 Memorial Light project (in Option A) and in its place \$50,000 (Option B) to replace bulbs, capacitors, and ballasts. Spending \$50,000 is not a guarantee fix for the lights. At the December 6th special Park Board meeting, the Board discussed many options including if \$50,000 should be spent, since it is unknown if replacing the ballasts and capacitors will work. It was voted to change the \$400,000 to \$50,000 to attempt to "band-aid" the light situation for next season.

Member Johnson attended the Park Board meeting and stated that the Park Board had a really good discussion on the alternative option B. We do not know if the band aid will work or not, but it will hopefully allow time to put the lights in their entirety in the budget. They requested that the electric department goes to assess the lighting situation in less than nine months. There was confusion about budget authority, he would like to see the Council approve or not approve the Park budget at the time that the Park Board presents it to City Council.

Mayor Badeaux thanked Council Member Johnson for attending the Park Board meeting. He would like to see the City Council and Park Board meet earlier in the year to discuss the direction of the Park Board for the coming year.

Chair Bevans thanked the Park Board for presenting an alternative to the City Council. He also thanked Member Johnson for attending the meeting. He asked Mr. Johnson whether if the \$50,000 designated isn't going to be a viable option whether it becomes part of funding the \$400,000 for the replacement.

Member Johnson stated that he would like to hear the assessment of the lights from electricians and BPU before a conversation is had whether to assign the monies to the replacement of the lights.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY, DULY CARRIED, TO APPROVE THE PARK BOARD BUDGET WITH OPTION B.

Adopt Resolution Setting 2023 Levy and Adopt 2023 Budgets

Finance Director Hillman stated the City needs to set the final levy by December 28th for the City and the HRA. The amount of the City's levy in the proposed resolution with a 3% increase in the levy, and the amount listed for the HRA is the maximum allowed by statute that was adopted with the preliminary levy. The resolution was completed with a 3% increase as this was the consensus of the Council at the November workshop and used for the budget public hearing. To achieve a 3% increase to the levy a transfer of \$179,958 from the Capital Fund to the General Fund was planned. Since the public hearing Staff has updated the budget for 2023 election forms that have been received and for tentative agreements of union contracts. The additional adjustments resulted in a reduction to expenditures of \$36,707. With the additional adjustments the amount needed to be transferred from the Capital Fund to the General Fund could be reduced to \$143,251, or the final levy could be reduced. The latest recap is also attached for your information. It has the transfer being \$143,251 and the final levy as a 3% increase. If Council chooses to keep the transfer at \$179,958, the levy could be set lower at just over 2.41%.

Member Johnson stated that this would keep the levy at a 3% increase and reduce the amount that needs to be transferred from the Capital Fund to the General Fund.

Chair Bevans thanked Council Member Johnson, Finance Director Hillman, and City Administrator Bergman for all of the work that they put in to achieve the budget that we have presented tonight.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY TO ADOPT RESOLUTION SETTING THE CITY LEVY AT \$6,443,500 (3% INCREASE) AND \$155,981 FOR THE HRA.

RESOLUTION 58:22

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO ADOPT THE 2023 BUDGETS AS PRESENTED INCLUDING THE CAPITAL BUDGET OPTION B WHICH INCLUDES \$50,000 FOR THE MEMORIAL LIGHTS.

Public Forum

The Chair opened the public forum at 8:30 p.m.

No one came forward.

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

Staff Reports

Eric Charpentier, Executive Director, HRA, stated that the HRA will be submitting to the Small Cities Development Grants for single family rehab in the southeast section of the City.

Finance Director Hillman stated that the City has received its rating from Standard and Poor affirming the City's AA- rating with a stable outlook. They were pleased with the City's plan to pay for the lawsuit. She thanked administrative staff for their work answering the phones and communicating with the Street Department during the snowstorms.

City Engineer/ Public Works Director Dehn thanked Public Works staff for their hard work and effort to keep snow cleared during the snow event. He was very impressed and proud of the work done by BPU to keep the lights on.

City Administrator Bergman stated on behalf of IT/GIS Director Strong that the City is on Charter channel 181.

Mayor Report

Mayor Badeaux stated that on Tuesday, December 20th there will be a flash mob downtown at 4:30 p.m. There may even be a Santa.

Council Member Reports

Member O'Day stated that the Holiday Hayrides were a success, the Street Department was able to assist the event by sanding the roads prior to the event at the request of the horse owner. He thanked Members Erickson and Bieser for being a part of the Safety and Public Works committee and being great to work with.

Member Erickson stated that it has been an honor and a privilege to serve on the Council. He gave a special thanks to staff for their work.

Member Johnson stated that it has been a lot of fun to work with Members Bieser and Erickson but is also excited to work with future members.

Member Stunek wished everyone happy holidays.

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

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

The Chair adjourned the meeting to closed session at 8:41 p.m.

The Chair reconvened the meeting at 8:55 p.m.

Adjourn to Closed Session pursuant to MN Statute 13D.05, Subd. 3(A) to Conduct City Administrator Performance Review

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STUNEK TO ADJOURN TO CLOSED SESSION PURSUANT TO MN STATUTE 13D.05, SUBD. 3(A) TO CONDUCT CITY ADMINISTRATOR PERFORMANCE REVIEW.

The Chair adjourned the meeting to closed session at 8:56 p.m.

The Chair reconvened the meeting at 9:09 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO
ADJOURN THE MEETING.

The Chair adjourned the meeting at 9:10 p.m.

Jennifer Bergman
City Administrator

Brainerd Contractor License List

12/29/2022

ANDERSON BROTHERS CONSTRUCTI

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
11325 STATE HIGHWAY	Excavator	Active		12/31/2023	2023-0010	12/31/2023
11325 STATE HIGHWAY	Subs-sewage Treatment Sy	Active	L-3693	05/07/2024	2023-0006	12/31/2023
11325 STATE HIGHWAY	Pipelayer Bond	Active	PB667019	12/31/2023	2023-0002	12/31/2023

ASPEN CREEK PLUMBING & HEATIN

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
20271 STATE HIGHWAY	Mechanical	Active	MB669490	07/01/2023	2023-0034	12/31/2023
20271 STATE HIGHWAY	Plumbing Contractor	Active	PC669464	12/31/2023	2023-0020	12/31/2023

MILLER CONSTRUCTION OF CROSSL

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
PO BOX 1080	Commercial Roofing	Active		12/31/2023	2023-0023	12/31/2023

BILL OLSON PLUMBING INC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
4405 BEDMAN DR NW	Plumbing Contractor	Active	PC644471	12/31/2023	2023-0006	12/31/2023

CROSSLAKE SHEET METAL LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
PO BOX 191	Mechanical	Active	MB801333	11/18/2024	2023-0033	12/31/2023

CUSTOM BUILDERS INC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
12383 234TH ST	General Commercial	Active		12/31/2023	2023-0022	12/31/2023

CUSTOM UPHOLSTERY & AWNING C

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
17181 STATE HIGHWAY	Awnings	Active		12/31/2023	2023-0001	12/31/2023

EL JAY PLUMBING & HEATING INC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
520 APOLLO AVE NE	Plumbing Contractor	Active	PC642629	12/31/2023	2023-0021	12/31/2023
520 APOLLO AVE NE	Mechanical	Active	MB003227	09/30/2024	2023-0035	12/31/2023

ERKENS WATER SOFTENER SERVICE

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
109 NE 2ND AVE PO B	Water Conditioning Contr	Active	WC646957	12/31/2023	2023-0002	12/31/2023

IRONFIRE, INC.

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
5353 LEGEND LN	Steel Erector	Active		12/31/2023	2023-0001	12/31/2023

MCDOWALL COMPANY

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
1431 PROSPER DR	Mechanical	Active	MB003342	08/26/2024	2023-0037	12/31/2023

MIKE'S MILLER'S ROOFING & SIDING

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
601 NW 5TH ST STE 2	Commercial Roofing	Active		12/31/2023	2023-0006	12/31/2023

NORTHSTAR METALWORKS, INC. DB

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
10131 INDUSTRIAL RD	Welding Fabrication	Active		12/31/2023	2023-0001	12/31/2023

Q3 CONTRACTING INC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
53 SOUTH OWASSO BL	Excavator	Active		12/31/2023	2023-0009	12/31/2023

RANDYS PLUMBING & HEATING

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
8216 INDUSTRIAL PAR	Plumbing Contractor	Active	PC644775	12/31/2023	2023-0024	12/31/2023

SHANE WILSON HEATING & COOLIN

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
6388 ESTATE CIRCLE D	Mechanical	Active	MB653345	04/02/2024	2023-0038	12/31/2023

STRUCTURAL BUILDINGS

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
12926 1ST ST	General Commerical	Active		12/31/2023	2023-0007	12/31/2023

THE BOLDT COMPANY

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
2525 N ROEMER RD	General Commerical	Active		12/31/2023	2023-0006	12/31/2023

THE JAMAR COMPANY

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
4701 MIKE COLALILLO	Mechanical	Active	MB003320	09/08/2024	2023-0036	12/31/2023
4701 MIKE COLALILLO	High Pressure Piping Busi	Active	HC000126	12/31/2023	2023-0003	12/31/2023

TIM THOMPSON PLUMBING LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
16675 JACKSONVILLE	Plumbing Contractor	Active	PC643406	12/31/2023	2023-0019	12/31/2023

W GOHMAN CONSTRUCTION CO.

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
815 E COUNTY ROAD 7	General Commercial	Active		12/31/2023	2023-0021	12/31/2023
Total Licensees						21

Population: All Records
Licensee.DateRegistered Between 12/15/2022 12:00:00 AM AND 12/29/2022 12:00:00 AM



HR DIRECTOR REPORT

In this report:

- Classification and Compensation Study
- Special Notes
- Personnel
- Union Negotiations
- Wellness Committee

Classification and Compensation Study

The City Council hired Flaherty and Hood, P.A. to conduct our Classification and Compensation Study. Employees were asked to complete and submit their Job Analysis Questionnaire (JAQ) to their Department Head by December 14th. Department Heads are now reviewing each JAQ and will provide comments as needed. The JAQs will then be forwarded to the HR Director and City Administrator for final review. The JAQs will then be forwarded to Flaherty and Hood for their review. Please note that employees will have the opportunity to have an interview with the consultant regarding their position and JAQ after Flaherty and Hood has a chance to review the JAQs.

Flaherty and Hood has provided their recommended market comparables with their rationale for selecting such entities. The management team is reviewing and will provide feedback to Flaherty and Hood. The selected entities with the rationale will be shared with the Council.

Special Notes

The City Administrator's 2022 performance review was conducted in a closed Council session on December 19th. A summary of the Council comments were prepared and presented at the closed session. A summary of the review was drafted as well as required by law and included on the consent calendar.

HR Staff completed the annual Drug and Alcohol violation checks for all employees that are required to have a Commercial Driver's License for their position.

HR Staff is in the process of reviewing all driving records for any employee that may drive a City or their personal vehicle for work. This annual review is recommended by the League of MN Cities.

We distributed the annual notice to employees regarding the Public Student Loan Forgiveness Program as required by law.

Personnel

New Hires/Promotions for City/BPU/HRA:
Dominick Baillif—Community Service Officer (12/16)
Dylan Edwards—Assistant Planner (1/9)

Current Job Opportunities:

Full-time

Senior Engineering Tech/Project Coordinator -
Accepting applications through 1/10.
HRA Operations Administrative Specialist - Job Offer
extended & completing pre-employment process.
Police Officer - Accepting applications until filled.
Lineworker - reviewing operational needs/options.

Part-time:

Pond Hockey Officials - Accepting applications until
filled
Warming House Attendants - Accepting applications
until filled.

There are currently five City/BPU/HRA employees with Family & Medical Leave Act (FMLA) issues resulting in intermittent leave when needed. An employee that had a worker's comp injury has now received permanent work restrictions from his doctor. Staff is working with our City Attorney and our work comp carrier on how to proceed.

Union Negotiations

We have reached settlements for all three union contracts that expired on December 31, 2022. Staff is in the process of updating the contracts with the settlement terms. The updated contracts will be submitted to the unions for final review and signature.

Wellness Committee

Our 2nd Annual Home Instead Senior Gift Tree – We had two locations this year with one being at City Hall and the other located at BPU. Last year, the Brainerd community collected 690 gifts for Brainerd Area seniors. This year we were able to help increase the number from last year to 900 gifts that will be handed out to the Brainerd Area seniors. When dropping off the gifts at Home Instead we were told that no tag goes unfilled! Thank you to all that were able to help fill a tag and a special thanks to Administrative Specialist Stephanie Bestul - Community Development Department for coordinating such a great opportunity for us to bring a smile to many faces this Holiday season!

The Special Projects Subcommittee met in the middle of December to discuss our 2023 projects. Lots of great ideas were shared and we appreciate the commitment and dedication of all of our Committee members!

Staff is reviewing interest for a Red Cross Blood Drive. We need at least 30 individuals to commit for this event to occur.



Brainerd Fire Department Monthly Report

December 2022



ACTIVITIES AND PUBLIC EDUCATION

As we finish up 2022, I am so proud of the men and women of the Brainerd Fire Department. We have surpassed last year's number of incidents that we have responded to which makes 2022 our busiest year in the history of the fire department. Everyone at the department is committed to serving the community and they truly appreciate everyone's support.

Chief Holmes had the honor of speaking at the Riverside Elementary School for their Student of the Month ceremony. He spoke to the students about Dependability Character traits.



With the large amounts of snow this month, we want to encourage everyone to make sure fire hydrants in their neighborhoods are clear of snow.

TRAINING

Along with the high call volume, we had several great training opportunities including EMS, SCBA Confidence, and Commercial Building Pre-Planning.



We conducted Live Burn training in an acquired structure north of Brainerd. Live burn training is priceless, and we can't thank the property owner enough for giving us this opportunity. Live burn training in acquired structures is as close to real as we can get in training. Firefighters learn and practice techniques like hose movement, water flow, fire suppression, building construction, thermal imaging, scene size up, and pump operations.



Brainerd Fire Department Monthly Report December 2022



FM/DC Cox has been busy with inspections and following up on several fire code violation complaints. He also assisted with an evacuation drill and training at a local care facility.

INSPECTIONS	
Fire Alarm	16
Hood Suppression	7
Knox Box	1
Licensing Inspection	12
Safety Inspection	2
Special Suppression	1
Sprinkler System	9
Tank Permit	1

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	9
Rescue & Emergency Medical Service	3
Hazardous Condition	8
Service Calls	3
Good Intent Call	15
Alarm Activation	12
Severe Weather	0
TOTAL	50
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	4
Rescue & Emergency Medical Service	1
Hazardous Condition	2
Service Calls	1
Good Intent Call	8
Alarm Activation	6
Severe Weather	0
TOTAL	22

CROW WING COUNTY ALERT



Your safety is our top concern – that's why the City of Brainerd has teamed up with Crow Wing County to make sure you know about emergencies and incidents as they happen. This system allows the City of Brainerd to contact thousands of residents in seconds, so you can find out about an emergency right away.

How Does It Work? The City of Brainerd issues a message about a potential safety hazard or concern. Next, a message from Crow Wing County Alert will be sent through your primary contact path. The system will try to reach your second contact path and will continue to attempt to reach you until you confirm receipt of the message. Sign up at: <https://member.everbridge.net/index/892807736729514#/signup>.



CITY ENGINEER/PUBLIC WORKS DIRECTOR REPORT JANUARY 3, 2023 CITY COUNCIL MEETING

Recreation Report

Adult Softball Post Season Survey Results

72 people answered the survey

1. Overall satisfaction with the softball experience: 1.9/3
 - a. Comments/Things to Consider
 - i. Lights on Fields 1 & 2 (dependability)(Safety)
 - ii. More cancellations if predicted potential severe weather vs. leaving it to umpires discretion. Could have avoided the flat line wind potentially deathly backstop collapse experience at the fields. – *Staff agrees, it was a mistake; it was indeed very hot that day but wasn't to the point of meeting our heat cancellation policy, the storm came out of nowhere. We were lucky we evacuated when we did.*
 - iii. Level out the fields: Add black dirt to outfield and the transition from infield to outfield on field 2. (Safety)
 - iv. Re-visit the MS1 players playing in MS2 rule.
 - v. The trees that are blocking the light onto the fields 1 and 2 need to be either excessively pruned or removed. Too many safety concerns with those trees. Between blocking light, delay of game-dead ball tree interference, and leaves everywhere in the fall. (Safety) – *this is becoming more of an issue the bigger those tree canopies grow. We cannot keep putting this off. We wanted to suggest removal when we eventually did the master planning for Memorial Park. Staff was told by higher-ups removing the tree would be a very contentious topic, and to avoid it. With the removal, we would look at potentially "planning" a shade/foul ball protection substitute that did not hang over the field. And offering a planting of trees elsewhere as a peace offering in that park.*
 - vi. Avoid 2-hour gaps between games at all cost, including playoffs. More "back-to-back" games.
 - vii. Re-visit the time limit rule and explanation
 - viii. Put in a warning track (Someone every year for the past 9 years has asked for this)
 - ix. Hold players more accountable for bad sportsmanship
 - x. Consistency of enforcement of rules AND consistency umpire calls
2. Overall communication satisfaction from staff to participants/managers: 2.23/3
 - a. Comments/Things to Consider
 - i. Not everyone is on Facebook. Information needs to be listed in emails as well as Facebook.
3. We asked the leagues whether they thought placing a strike zone mat behind home plate would be a good addition to leagues for helping call the Arc, and consistency of umpires across the board. (survey allowed people to check the box next to each league they felt would benefit from this)
 - a. Results
 - i. 41.67% voted that none of the league should have this
 - ii. 41.67% voted that MS2 should have mats
 - iii. Remainder of leagues were less than this percentage.
 1. *We will re-evaluate this question within the leagues specifically.*
4. We asked participants if there were any rule improvements or clarifications, they would like to see staff make for the 2023 season.
 - a. Pitch Arc Height must be clarified and enforced better
 - b. 7 inning games unless run ruled
 - c. Trees that hang over fence need to be trimmed (Safety)
 - d. Music at respectable volumes and content.
 - e. Figure out a sun/glare screen for the fence on field 2 glare (Safety)
 - f. Stop turning lights off on field 3, 2 minutes after game ends
 - g. Porta potty never has enough sanitizer
 - h. Ump needs to be ready right away – no disappearing
 - i. Clarify inter-league subs

- j. Two umpires when possible
 - k. Clarify home run limits for men and women in coed. One courtesy runner per gender per inning in coed.
 - l. Figure out a better "Roster" system. Or make sure rosters are always present.
 - m. Re-address the MS1 players playing in the MS2 league
5. New this year we had the Softball Community vote on Mr. and Mrs. Softball for 2023. This person would represent everything we want to see in Brainerd Adult Softball. Talented, but more importantly their sportsmanship and mentorship to the youth. We wanted to honor these people doing great things on and off the field. We are hoping to continue this award annually. Congratulations Erin Thiesse & Riley Kline.



Adult Kickball Post Season Survey

We are going to promote more people to answer this survey. Only 10 have taken the survey and that is not enough data to make decisions from.

Winter Sports Update

Adult 4 on 4 Pond Hockey

- 6 Teams
- Deadline before price increase; December 23

Youth Pond Hockey

Penguins

- 11 registered

Polar Bears

- 9 registered

Deadline before price increases for youth pond hockey; December 23

*New Special Event

MLT – Park Grand Opening/Ribbon Cutting

Saturday, June 3, 2023

11:00 a.m. – 4:00 p.m.

1. Showcase the Amphitheater and Learning Center
 - a. CLC
 - b. Wondertrek Children's Museum
 - c. DNR
 - d. The Center – or other music connection
2. Ideas, suggestions, and connections are welcome
3. Request Mayors presence, as well as guest speakers from grassroot organizers of MLT.

***New Programming**

Pickleball

We will be looking at surveying the public on the following:

- Formats: League, Organized Pick-Up, Tournament, etc/all the above
- Location
- Cost
- Time (of day)
- Duration
- Day(s) (of week)
- Reporting scores: Website standings or App

Parks Maintenance Report

Mississippi Landing Trailhead Park Project

The contractor has placed many furnishings such as benches, dog/bike stations, garbage cans, etc. and is continuing progress on structure roofs. The next month is expected to see continued work on the building structure roofs and finishes. Building construction is expected to continue during the cold weather months with turf establishment expected to take place during spring in 2023.

Kiwanis Park Improvements

The contractor has completed replacement of the doors and frames and is continuing work this week on the pavilion and restroom building room. Recent weather events have delayed progress and thus completion. It is planned to have work occur and during the next couple weeks.

- Changed oil in truck
- Helped BPU with downtown holiday décor and lighting
- Painted and patched sheetrock at GGP
- Lit tree at City Hall
- Prepped for special events
- Flooding and clearing snow at rinks
- Plowing trails and sidewalks
- Blowing and clearing snow
- Changing bulbs for downtown décor and lighting
- Hauled old voting booths to dump
- Removed summer banners, replaced with winter banners
- Fixed exhaust fan at shop
- Bought sleds and put out shed for Big Ser.
- Getting plow lights fixed
- Prepped log splitter
- Split logs for campground firewood
- Rotated tires on plow truck

Streets Maintenance Report

Winter Season Operations

Staff has issued two snow emergencies this season as of the Council packet issuance.

Street & Parks Building Addition

Delays in some of the parts required to install the final exhaust fans is resulting in delays of completion. Staff is working

with Nor-Son and Pike's to bring the project to completion. Following the fans, Holden Electric will complete the final electrical connections for the fans and doors. Staff is working on determining a timeline for moving staff and materials to the new facilities.

Maintenance Tasks Completed Month Prior

- Snow emergency and snow clearing operations
- Continued snow removal from low-priority areas such as alleys, cul-de-sacs, and dead end streets
- Sewer inspection and cleaning as needed
- Salt/sanding areas and intersections in areas with low traction
- Brushing and chipping fallen trees, brush, and limbs

Engineering Report

Historic Water Tower Project

Most of the work has been completed for the new roof structure. Some minor cleanup in the Breen building remains. Also, some additional drain work remains to be completed. Staff and HyTec are discussing the proposed corrections and cost to be completed.

Other Activities

- Began advertisement of Senior Engineering Technician position.
- Continued review and discussion of Harrison Elementary SRTS project design.
- Continued design development and coordination with BPU for South Brainerd Reconstruction project.
- Prepared STBGP grant application for the TH 210/Washington Street Reconstruction project.
- Reviewed and scored proposals received in response of the Request for Proposals (RFP) for TH 210/Lum Park Pedestrian Bridge Feasibility Study.
- Researched details regarding proposed Street Lighting Policy.

Transit Report

Activities

- Continued coordination with Blue Sky staff to discuss system needs, staff concerns and further coordination efforts moving forward.
- Continued transit marketing and increasing social media presence.
- Completed required monthly reporting with BlackCat and MnDOT.
- Performed informal inspection of buses at NP Center garage with list of items and photos for action by Blue Sky.
- Addressed 2 reports regarding accidents/incidents on buses.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Appointment of City Attorney Pursuant to City Charter - 2023-2024

Agenda	Action Requested:	
☒ CONSENT AGENDA	☒ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☐ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Jennifer Bergman

Department: Administration

Presenter: N/A

Estimated Time Needed:

Summary of Issue:

Pursuant to Chapter 2, Number 5 of the City Charter: At its first regular meeting in January of each odd-numbered year the Council shall, by majority vote, appoint the City Attorney. All terms shall commence at the time of appointment and continue until successors to the appointed offices are appointed and qualified.

Alternative, Options, Effects on Others/Comments:

The contract with Ratwik, Roszak & Maloney was approved at the October 17, 2022 council meeting for 2023 and 2024 which listed Joseph J. Langel as the primary attorney for the City.

Recommended Action/Motion:

Officially appoint Mr. Joseph J. Langel as the City Attorney for 2023 and 2024.

Financial Impact:

Is there a cost associated with this request:

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Res - Designation of Financial Institutions for Depositories for 2023

Agenda	Action Requested:	
☒ CONSENT AGENDA	☐ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☒ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☐ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Connie Hillman

Department: Finance

Presenter: N/A

Estimated Time Needed:

Summary of Issue:

Per Minnesota Statute 118A, city councils must designate one or more financial institution as a depository of city funds. Please see the attached proposed resolution.

Alternative, Options, Effects on Others/Comments:

The recommended action is to adopt the proposed resolution.

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

R E S O L U T I O N
No. XX:23

RESOLUTION DESIGNATING CITY DEPOSITORIES

WHEREAS, pursuant to Minnesota Statute 118A, the City shall designate a bank or banks to be a depository or depositories of moneys of the City; and

WHEREAS, the City has existing relationships with a number of financial institutions and desires to continue to those relationships in 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRAINERD, MINNESOTA, that the following financial institutions are designated as approved City depositories:

1. Bremer Bank
2. Wells Fargo
3. First Western Bank & Trust
4. US Bankcorp
5. Deerwood Bank
6. Neighborhood National Bank
7. RBC Capital Markets, LLC
8. 4M Money Market
9. Moreton Capital Markets
10. PMA Financial Network, Inc.

Adopted this ____ day of January, 2023

President of the Council

Approved this ____ day of January, 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2022

Title of Item: Annual Authorization to Perform Electronic Transfers

Agenda	Action Requested:
☒ CONSENT AGENDA	☒ Approve/Deny Motion
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading
☐ MAIN AGENDA	☐ Direction Requested
	☐ Discussion Item
	☐ Hold Public Hearing*
	<i>*provide copy of published hearing notice</i>

Submitted by: Connie Hillman

Department: Finance

Presenter: N/A

Estimated Time Needed:

Summary of Issue:

Per MN Statute 471.38 Subd. 3a (a) in order for a city to perform electronic transfers, one of the requirement is that "the governing body shall annually delegate the authority to make electronic funds transfers to a designated business administrator or chief financial officer or the officer's designee."

Alternative, Options, Effects on Others/Comments:

City and BPU accounting staff makes electronic transfers regularly, such as to make bond payments, investment transactions, as well as certain payments to vendors. There are controls in place such as user name and passwords, dollar limits on transactions, and verification of transactions if over a certain dollar amount.

Recommended Action/Motion:

Recommended motion is to delegate the Finance Director, or their designee to make electronic transfers as deemed necessary by the Finance Director to conduct City business for 2022.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Designation of Brainerd Dispatch as Official Newspaper

Agenda	Action Requested:
☒ CONSENT AGENDA	☒ Approve/Deny Motion
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading
☐ MAIN AGENDA	☐ Direction Requested
	☐ Discussion Item
	☐ Hold Public Hearing*
	<i>*provide copy of published hearing notice</i>

Submitted by: Connie Hillman

Department: Finance

Presenter: N/A

Estimated Time Needed:

Summary of Issue:

Pursuant to City Charter, Chapter 2, Number 25: The Council shall annually at its first meeting of the year designate a legal newspaper of general circulation in the City as its official newspaper in which shall be published Ordinances and other matters required by law to be so published as well as such other matters as the Council may deem it in the public interest to have published in this manner.

Alternative, Options, Effects on Others/Comments:

The Dispatch also offers the City a reduced rate per inch based on the volume. If we don't reach the volume in the agreement, the next year's rate will be based on a lower volume level. The 2022 agreement with the Dispatch is based on a new volume level of \$10,000 and a rate of \$12.41 per inch and per the attached letter, it will remain at that rate for 2023 as well.

Recommended Action/Motion:

Approve the Brainerd Dispatch as the legal newspaper.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Unknown

Is this budgeted? (Please Explain) A fixed dollar amount was budgeted for publications

To: The Brainerd City Council
Re: Legal newspaper for 2023

RECEIVED

DEC 09 2022

CITY OF BRAINERD
ADMINISTRATION

The Brainerd Dispatch is applying to continue as the legal publication for the City of Brainerd in 2023. We're proud of the relationship, including publishing news coverage of the monthly council meetings.

All legal notices are published in the Brainerd Dispatch classified section and also available on the brainerddispatch.com website. This year, Minnesota recognizes digital newspaper subscriptions for the E-edition. Legals are also published on those pages with almost 3,000 subscribers.

The Brainerd Dispatch publishing legal rate for 2023 will remain at \$12.41 per column inch, which includes being posted online at no additional charge.

Thanks for considering the Brainerd Dispatch for publishing City of Brainerd legal notices in 2023.



Pete Mohs

Publisher

Echo Journal/Brainerd Dispatch

(218) 855-5855



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Res - Signature Authorization for 2023 Capital Projects for Airport

Agenda	Action Requested:	
☒ CONSENT AGENDA	☐ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☒ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☐ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Connie Hillman/Steve Wright

Department: Finance/Airport

Presenter: N/A

Estimated Time Needed:

Summary of Issue:

Annually the City adopts a resolution authorizing the Chairman or Vice Chairman of the Airport Commission to be the representative of the City of Brainerd, and to sign any and all documents relating to 2023 capital projects of the airport and any amendments that may arise. A proposed resolution is attached.

Alternative, Options, Effects on Others/Comments:

Recommended Action/Motion:

Adopted the proposed attached resolution.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

**RESOLUTION
NO. xx:23**

**SIGNATURE AUTHORIZATION FOR 2023 CAPITAL PROJECTS FOR THE
BRAINERD LAKES REGIONAL AIRPORT**

BE IT RESOLVED that the Chair and/or Vice Chair of the Brainerd Lakes Regional Airport Commission is hereby authorized and directed to act as the authorized representative of the City of Brainerd for all 2023 capital projects for airport operations, and the same is hereby authorized and directed to execute and affix his/her signature to any and all required documents pertinent thereto, and all amendments thereof.

Adopted this ____ day of January 2023

President of the Council

Approved this ____ day of January 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Authorize Lease between City of Brainerd and Brainerd Solar LLC

Agenda	Action Requested:	
☒ CONSENT AGENDA	☒ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☐ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Jennifer Bergman, City Administrator **Department:** Admin

Presenter: Jennifer Bergman, City Administrator **Estimated Time Needed:** 5 Minutes

Summary of Issue:

The BPU Commission is working with AEP on a solar project on the property adjacent to the wastewater treatment plant. The Commission discussed and recommended entering into a Lease Agreement with Brainerd Solar LLC (see attached).

Alternative, Options, Effects on Others/Comments:

The purpose of the land lease is to allow Brainerd Solar, LLC (a division of AEP) to construct a 1.3 megawatt solar facility adjacent to WWTP. The size of the lease is approximately 7.5 acres (see attached map) and the amount energy generated would approximate 2.4 million kWh annually. BPU would purchase all of the output from the facility and would have the option to purchase the solar facility from Brainerd Solar after the 8th year of operation. This project is approximately 25% the size of the airport solar facility. Construction is anticipated to start in May 2023 and in operation in Oct./Nov. The whole project is contingent on City of Baxter approving the appropriate permits.

Recommended Action/Motion:

Authorize the Chair of the BPU Commission to enter into the Lease Agreement between the City of Brainerd, by and through the Brainerd Public Utilities Commission, and Brainerd Solar, LLC.

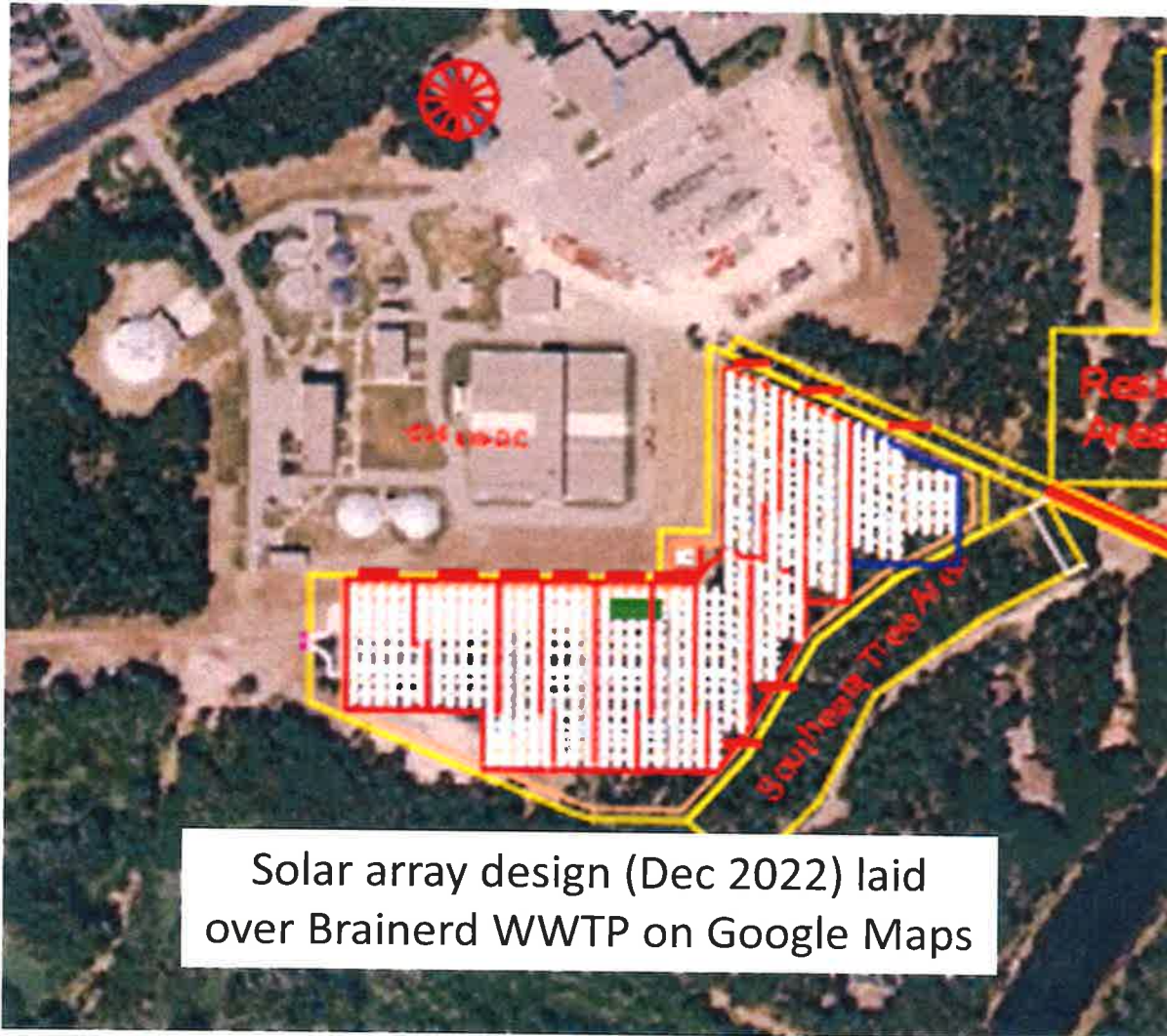
Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

AEP Onsite – Brainerd Solar Activities (2/4)



Brainerd WWTP

~2,500 MWh annual production

- 1,770 Metric Tons CO₂

Confidential

Copyright © AEP OnSite Partners, LLC. All Rights Reserved.



LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is dated January 11, 2023, (the “**Execution Date**”), and is made by and between The City of Brainerd, by and through the Brainerd Public Utilities (“**BPU**” or “**Lessor**”), and Brainerd Solar, LLC (“**Brainerd Solar**” or “**Lessee**”). Lessor and Lessee may be referred to herein collectively as “**Parties**” and individually as a “**Party**.”

RECITALS:

WHEREAS, Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee the Leased Premises as more particularly described below.

WHEREAS, the Parties entered into that certain Solar Power Purchase Agreement dated [insert date] (the “**Solar PPA**”) with Lessee in the capacity of Seller and Lessor in the capacity of “**Purchaser**”, pursuant to which Lessee has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Lessee, all of the electrical energy produced by the System (as defined in the Solar PPA) to be installed and operated on the Leased Premises by Lessee; and

WHEREAS, as a condition to entering into the Solar PPA, Lessee requires Lessor to enter into this Lease.

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

1. **Lease of Leased Premises; Grant of Easements; Other Rights.**

- (a) As of the Execution Date BPU hereby leases to Brainerd Solar and Brainerd Solar hereby leases from BPU the Leased Premises, on and subject to the terms and conditions contained in this Lease.
- (b) Brainerd Solar shall have the exclusive right to convert the solar energy resource on the Leased Premises to electrical energy, and to use the Leased Premises for a solar-powered electrical energy generating facility, including without limitation: (a) the collection, conditioning, storage and transmission of electrical energy, (b) to construct, install, maintain, operate, repair, remove, replace, and relocate one or more solar gathering devices including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, and monitoring equipment for the conversion of solar energy into electrical energy and the collection, conditioning, storage and transmission of electrical energy, above-ground and/or underground electrical transmission and communication lines and related equipment, footings, towers, poles, crossarms, guy lines, anchors and wires, collection and transmission grids, power conditioning equipment, substations, interconnections and/or switching facilities and transformers, energy storage facilities, telecommunications equipment, laydown areas, radio relays, roads and gates, signs and fences, meteorological towers, pyranometers and other solar measurement equipment, control buildings, maintenance yards and other related facilities, machinery, equipment and improvements that Brainerd Solar deems necessary or desirable in connection with the uses described above (collectively, the “**Solar Facilities**”), (c) to determine the feasibility of solar energy

conversion on the Leased Premises through surveys and environmental, meteorological, biological, cultural, geotechnical, geological and other tests and studies, and (d) to undertake any other activities that Brainerd Solar determines are necessary or appropriate in connection with the Solar Facilities and/or the Project (defined below). “**Project**” as used herein shall mean the Solar Facilities and those parcels of land upon which Brainerd Solar plans to construct the Solar Facilities. Brainerd Solar shall at all times during the Term retain title to the Solar Facilities and BPU shall have no ownership or other interest in any Solar Facilities installed on the Leased Premises nor any lien thereon. Brainerd Solar shall have the right to replace and increase or decrease, from time to time, existing Solar Facilities on the Leased Premises.

- (c) Brainerd Solar shall provide at its own cost and expense for the repairs and maintenance of said Project. Brainerd Solar shall be responsible at its cost for mowing, weed control, and snow plowing or removal within the confines of said Project.
- (d) **Licenses and Permits**
Brainerd Solar shall obtain and pay for all licenses, permits, fees, or other similar authorizations or charges required under Federal, State, or Local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder.
- (e) **Signs, Poles, Antennas, Etc.**
Brainerd Solar shall be allowed to erect suitable identification signs, illuminated or non-illuminated, the form, type, size, and method of installation of such signs to be subject to prior approval of BPU.
- (g) **Assignment and Subletting**
 - (1) Brainerd Solar shall not assign this Lease in whole or in part without the prior written consent of BPU, which shall not be unreasonably withheld, conditioned or delayed.
- (h) **Other Rights of Brainerd Solar.**
 - (i) Operations Easements. BPU hereby grants to Brainerd Solar a non-exclusive right and easement on, over, across and under the Leased Premises and any adjacent property owned by BPU for audio, visual, light, electromagnetic, electrical, and radio, and any other effects resulting directly or indirectly from the normal day-to-day operation of the Solar Facilities; and for access to the Site from any public access roads.
 - (ii) Use of Water. BPU grants to Brainerd Solar the right to connect to and use BPU’s storm water drainage facilities. Brainerd Solar shall secure all necessary permits for such use and shall make any applicable improvements or connections necessary for such use at Brainerd Solar’s sole cost and expense. Brainerd Solar shall reimburse BPU for BPU’s reasonable and documented out-of-pocket costs incurred as a result of Brainerd Solar’s use of the storm water drainage facilities.

2. **Lease Term.** The term of this Lease shall include, as applicable, the Development Term, the Operations Term, and any Decommissioning Term, subject to the provisions of this **Section 2** (collectively, the “**Term**”).
- (a) **Development Term.** The Term of this Lease shall commence on the Effective Date and shall end on the day preceding the first (1st) anniversary of the Effective Date, unless extended or sooner terminated as provided herein (the “**Initial Development Term**”). Brainerd Solar may extend the Initial Development Term for up to two (2) additional one (1) year periods by notifying BPU in writing of such extension prior to the end of the Initial Development Term or prior to the then effective extended Development Term, as applicable (the “**Extended Development Term.**” The Initial Development Term and any Extended Development Term are collectively referred to herein as the “**Development Term**”).
 - (b) **Operations Term.** Upon the earlier to occur of (i) the date that the Project has satisfied all conditions required for commercial delivery of energy, or (ii) Brainerd Solar delivering notice to BPU electing to exercise the Initial Operations Term (the “**Operations Commencement Date**”), then without any further action by the Parties, the Term of this Lease shall be automatically extended for a thirty (30) year period commencing on the Operations Commencement Date (the “**Operations Term**”). The Operations Term will include any extensions of the Operations Term to which the Parties may agree in writing.
 - (c) **Decommissioning Term.** If Brainerd Solar installs Solar Facilities on the Leased Premises, there shall be an additional period from the expiration of the Operations Term until the earlier of (i) twelve (12) months thereafter or (ii) Brainerd Solar’s compliance with **Section 4(b)** below (the “**Decommissioning Term**”).
 - (d) **Brainerd Solar’s Right to Terminate.** Subject to any Lender approval rights set forth in **Section 12**, Brainerd Solar shall have the right to terminate this Lease upon a minimum of thirty (30) days prior notice to BPU upon the occurrence of any of the following events: (i) An uncured Event of Default by BPU; (ii) the occurrence of a Force Majeure event as defined in Section 15 that materially interferes with Brainerd Solar’s ability to develop and operate the Project; and (iii) Brainerd Solar’s inability to obtain financing for the Project on commercially reasonable terms.
3. **Lease Payments.** Brainerd Solar shall pay to BPU, as and when due, the Lease Payments described in **Exhibit “B”** and **Exhibit “B-1”** attached hereto and made a part hereof for all purposes (the “**Lease Payments**”). The initial number of acres to be leased by Brainerd Solar is estimated to be eighty five (85) acres. During the development term, the actual number of leased acres will be finalized based on site conditions and final layout. Exhibit B-1 will be amended at such time if deemed necessary.
4. **Construction; Decommissioning.**
- (a) **Construction.**
 - (i) Brainerd Solar shall comply with the construction obligations set forth on **Exhibit “D”** attached hereto and made a part hereof for all purposes.
 - (ii) Prior to commencement of initial Construction Activities (defined below) for permanent Solar Facilities on the Leased Premises, Brainerd Solar shall give BPU written notice showing the Project site plan, the portion of the Leased Premises to be included therein, the location of any improvements

to be constructed, and the approximate construction schedule therefore (“**Construction Notice**”). “**Construction Activities**” means activities related to the construction, erection, repair, replacement, and maintenance, and repowering of Solar Facilities. Subject to applicable conditions of this Lease, and prior to Operations Commencement Date, Brainerd Solar shall have the right, in Brainerd Solar’s sole discretion, to modify the location and/or schedule described in the Construction Notice at any time.

- (b) Decommissioning of Solar Facilities. During the Decommissioning Term, Brainerd Solar, at its sole cost and expense, shall remove all above-grade facilities or as otherwise required by any governmental authority with jurisdiction (“**Decommission**”). However, Brainerd Solar may leave all roads in their condition existing at the time this Lease expires or terminates. If Brainerd Solar fails to complete the Decommissioning of the Solar Facilities by the end of the Decommissioning Term, then BPU may do so, in which case Brainerd Solar shall reimburse BPU for the reasonable costs of Decommissioning incurred by BPU, less the salvage value of the Solar Facilities.

5. **Brainerd Solar’s Additional Covenants and Obligations.**

- (a) Applicable Law. Brainerd Solar shall comply in all material respects with each law, regulation, code, ordinance, order, or any other directive by any governmental authorities having jurisdiction over the Parties in connection with this Lease, the Leased Premises or the Solar Facilities (“**Applicable Law**”).
- (b) Mechanics’ Liens. Liens shall not be permitted to be filed against the Leased Premises and shall only be filed against the Solar Facilities if necessary. If any mechanics’ liens are filed against the Solar Facilities as a result of Brainerd Solar’s use of the Leased Premises, Brainerd Solar shall either (i) promptly cause the removal thereof, or (ii) if Brainerd Solar wishes to contest any such lien, Brainerd Solar shall provide a bond or other security in the amount of such lien or otherwise remove such lien from title to the Solar Facilities pursuant to Applicable Law.
- (c) Brainerd Solar’s Responsibility for Hazardous Materials. BPU acknowledges that in connection with the ordinary course of construction, operation and maintenance of the Solar Facilities, Brainerd Solar may use limited quantities of petroleum or any chemical, material or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substances,” or words of similar import, under Environmental Laws (“**Hazardous Materials**”), and any such use shall at all times be in compliance with all statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, handling, release, discharge, storage or disposal of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.) (“**Environmental Laws**”). If Brainerd Solar places, disposes or releases any Hazardous Materials in or onto the Leased Premises in violation of Environmental Laws to the extent such Hazardous Materials were brought onto the Leased Premises by Brainerd Solar and not connected to any pre-existing Hazardous Materials on or under the Leased Premises at a time prior to the

Effective Date ("Pre-existing Hazardous Materials"), then Brainerd Solar shall remediate such Hazardous Materials in accordance with such Environmental Laws.

6. **BPU's Covenants, Rights, Obligations and Permitted Uses.**

- (a) **Ownership and Authority.** BPU represents and warrants that as of the Execution Date BPU is the sole owner of the fee interest in and to the Leased Premises, and BPU has a good and valid Lease interest in the Leased Premises, and has the unrestricted right and authority to sign this Lease and to grant Brainerd Solar the rights granted in this Lease.
- (b) **Encumbrances.** BPU represents and warrants that all unrecorded Permitted Encumbrances are disclosed on **Exhibit "E"**. Upon request of Brainerd Solar, BPU will provide copies of any such unrecorded Permitted Encumbrances. BPU represents and warrants that no Encumbrance will (a) interfere with the Project, nor (b) materially obstruct the natural solar resource over and across the Leased Premises or the Operations Easement. BPU reserves the right to enter into new Encumbrances or renew, extend or amend existing Encumbrances, provided that in each case, such agreements shall contain provisions (i) affirmatively acknowledging such third party's rights are subject and subordinate to Brainerd Solar's rights hereunder, and (ii) that such third party agrees to the restrictions in subsections (a) and (b) of this paragraph 6(b). Upon request from Brainerd Solar, BPU shall use its best efforts to assist Brainerd Solar in obtaining an agreement from the third party holding an interest in the Encumbrance (such as a subordination and non-disturbance agreement, surface use agreement or other document reasonably requested by Brainerd Solar, including those that Brainerd Solar deems necessary to obtain title insurance, or finance or sell the Project).
- (c) **No Interference.** Within the Leased Premises, BPU shall not interfere with, nor allow any other person or entity under BPU's control or authority to interfere with, the free, unobstructed and natural solar resource over and across the Leased Premises or take any action within the Leased Premises which could in any manner interfere with in any way with BPU's use of the Leased Premises or the rights granted under this Lease, including without limitation by constructing buildings or other structures or walls, planting trees or engaging in any other activity on the Leased Premises or any adjacent property owned by BPU. BPU shall not grant any right in or to the Leased Premises, nor shall BPU amend or extend any existing agreements, to any third party in the business of development or operation of solar powered electrical generation, or which could otherwise interfere with the Solar Facilities or Brainerd Solar's rights under this Lease. Without the prior written consent of Brainerd Solar, BPU will not construct or install (or allow or suffer to be constructed or installed) on the Leased Premises, or on adjacent property owned by BPU, any structures, towers, fences, poles, wires, or any other above-ground or below-ground improvements of any kind or character that would interfere with the free, unobstructed and natural solar resource over and across the Leased Premises.
- (d) **Permitted Uses.** Subject to the terms and conditions of this Lease, including without limitation **Section 6(c)**, during the Development Term, BPU retains the right to use, or to lease or license to third parties the use of, the Leased Premises for any purposes except for those uses for which Brainerd Solar has an exclusive right hereunder, so long as such uses are in compliance with all Applicable Law. Any leases or easements entered into by BPU for the Leased Premises after the Effective Date are subordinate and subject to Brainerd Solar's rights hereunder and the agreements with the holders of such leases or easements shall contain a

paragraph referencing this Lease and acknowledging the same and any such lease or easement shall be terminable upon sixty (60) days prior written notice. BPU shall provide copies of such leases and easements to Brainerd Solar following execution by the parties.

- (e) Assignment, Transfer. BPU shall have the absolute right to assign or otherwise transfer its interest in and to this Lease and the Leased Premises (subject to this Lease); provided, however, BPU shall promptly notify Brainerd Solar in writing of the transfer. BPU shall provide written notice to Brainerd Solar of the name and address of the transferee, and Brainerd Solar shall be entitled to conclusively rely upon the terms of said notice with regard to making payments or taking other action under this Lease following said transfer.
- (f) Crossings. Brainerd Solar may not cross, move, bury, or relocate, at its sole cost and expense, any of BPU's above-ground or underground improvements located on any area outside of the Leased Premises as may be reasonably necessary to build and operate the Project without prior written approval from BPU.
- (g) Setback Waiver. BPU hereby waives (to the extent allowed by Applicable Law) any and all setbacks and setback requirements, whether imposed by Applicable Law or by any person or entity. If so requested by Brainerd Solar or any such affiliate, BPU shall, without demanding additional compensation therefor, execute any setback waiver or other document reasonably requested by Brainerd Solar, within ten (10) business days following BPU's receipt of such request.
- (h) Certificates. BPU shall, within ten (10) days following Brainerd Solar's written request, execute such affidavits, estoppel certificates (certifying to such matters as may be reasonably requested), consents to assignment, Nondisturbance Agreements, and other documents as Brainerd Solar, may reasonably request from time to time for the Project. With respect to estoppel certificates, Brainerd Solar may conclusively rely upon any such certificate executed by BPU. The failure of BPU to deliver any such estoppel certificate within ten (10) days after written request therefor shall be conclusive evidence that (i) this Lease is in full force and effect and has not been modified; (ii) any amounts payable to BPU hereunder have been paid through the date of such written request; (iii) there are no uncured Events of Default hereunder; and (iv) the other certifications requested by Brainerd Solar are, in fact, true and correct.
- (i) Conservation Reserve Programs. BPU represents and warrants to Brainerd Solar that BPU has disclosed to Brainerd Solar on **Exhibit "F"** all portions of the Leased Premises, if any, that are currently enrolled in any conservation reserve program, or subject to any other resource conservation easements or similar restrictions that would either prohibit or restrict the use of the Leased Premises by Brainerd Solar for the purposes authorized in this Lease (collectively, a "**CRP**"). At no out-of-pocket cost to BPU, BPU shall use its best efforts to cooperate in any effort by Brainerd Solar to remove all or a portion of any such land from the CRP as needed for the Project, and Brainerd Solar will reimburse BPU for any penalties or reinstated taxes resulting from such removal.
- (j) Hazardous Materials. BPU represents and warrants that (a) except for any incidental quantities customarily used for agricultural purposes, no Hazardous Materials have been used on the Leased Premises, (b) there are no abandoned wells,

solid waste disposal sites or underground storage tanks located on the Leased Premises; and (c) the Leased Premises are not in violation of any Environmental Law nor subject to any judicial or administrative action, investigation or order under any Environmental Laws. Except as otherwise disclosed in writing to Brainerd Solar prior to the Effective Date, BPU has not received any notice of any Hazardous Materials on the Leased Premises or any notice of a violation of any Environmental Laws. BPU will notify Brainerd Solar promptly upon becoming aware of any release of any Hazardous Materials on, under, about or near the Leased Premises or of any other breach of the above BPU warranty.

- (k) Litigation. BPU represents and warrants that there is no litigation pending, and, to the best of BPU's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Leased Premises. If BPU learns that any such litigation, action, claim or proceeding is threatened or has been instituted, BPU shall promptly deliver notice thereof to Brainerd Solar and provide Brainerd Solar with periodic updates of the status of said litigation, action, claim or proceeding that is ongoing.

7. **Taxes.**

- (a) Real Estate Taxes. BPU shall be responsible for and shall pay before delinquency all real property taxes and assessments (collectively, "**Taxes**"). In no event shall Brainerd Solar be responsible for such Taxes in connection with this Lease.
- (b) Other Taxes. BPU shall be solely responsible for any income, gross receipts or other taxes assessed on the Lease Payments received by BPU. Each Party shall be responsible for any ad valorem taxes on the personal property owned by that Party. Brainerd Solar shall pay any transfer tax arising by reason of the execution of this Lease and/or the recordation of the Memorandum.
- (c) Tax Contests. BPU shall submit to Brainerd Solar a copy of all notices and other correspondence BPU receives from any taxing authorities regarding the Taxes within thirty (30) days after BPU receives same, but in no event later than thirty (30) days prior to the date an objection to such Taxes must be filed. In the event that BPU receives a notice or correspondence from any taxing authorities that requires a response within less than thirty (30) days from the date of receipt of such notice or correspondence, BPU shall notify Brainerd Solar within three (3) business days of BPU's receipt, and shall make reasonable efforts to provide such notice or correspondence to Brainerd Solar at such time. Brainerd Solar may contest the value of such Taxes for which it is responsible under this Lease. BPU agrees to provide to Brainerd Solar all reasonable assistance in contesting the validity or amount of any such Taxes, including joining in the signing of any reasonable protests or pleading that Brainerd Solar may deem advisable to file; provided, however, that Brainerd Solar shall reimburse BPU for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance.
- (d) Tax Credits. BPU and Brainerd Solar agree that this Lease does not constitute and is not intended to constitute an "ownership interest" by BPU in the Solar Facilities for purposes of Section 48 of the Internal Revenue Code, and BPU has no ownership interest in any tax credit, benefit or incentive attributable to the Solar Facilities and their generation of electricity. If under Applicable Law Brainerd Solar becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure or any tax abatement or value limitation agreement established by any local, state or federal government, or if any tax credits under Section 48 with

respect to the Solar Facilities are allocable to BPU, then at Brainerd Solar's option, BPU and Brainerd Solar shall amend this Lease or replace it with a different instrument so as to convert Brainerd Solar's interest in the Leased Premises or the Solar Facilities to a substantially similar interest that makes Brainerd Solar eligible for such tax credit, benefit or incentive. If under Applicable Law Brainerd Solar becomes eligible for any tax credit, benefit or incentive for alternative energy expenditure or any tax abatement or value limitation agreement established by any local, state or federal government, the Parties shall cooperate, as reasonably necessary, to obtain the tax credit, benefit, incentive or abatement.

8. **Permits and Governmental Agencies.** Brainerd Solar, at its sole expense, shall obtain any and all governmental permits and approvals required for the Project. Brainerd Solar shall have the right to contest, by appropriate legal proceedings, the validity or applicability of any Applicable Law. BPU shall reasonably assist and cooperate with Brainerd Solar (including, if and when necessary or required, signing applications and related documentation for governmental approvals) in applying for, complying with, obtaining, or contesting any governmental permits and approvals required for the Project, and Brainerd Solar shall reimburse BPU for all actual, reasonable and documented out-of-pocket expenses incurred by BPU from such assistance and cooperation. BPU shall not oppose or object to, whether in the permitting or approval process or otherwise, Brainerd Solar's exercise of any of its permitted rights under this Lease.

9. **Indemnities**

- (a) **Mutual Indemnity.** Each Party shall indemnify and defend and hold harmless (such holding harmless, indemnifying and defending Party, the "***Indemnifying Party***") the other Party (the "***Indemnified Party***"), from and against any losses, costs, damages, liabilities or expenses arising under this Lease for (a) physical damages to real and personal property and for physical injuries to any person, to the extent caused directly by the negligence or intentional misconduct of the Indemnifying Party or its agents, employees, guests, licensees and permittees on or about the Leased Premises, (b) Brainerd Solar's breach of **Section 5(c)** or BPU's breach of **Section 6(j)**, and (c) a Party's failure to pay its taxes as required under **Section 7**, or (d) in any way attributable to the performance of this Lease; provided however, the foregoing agreement by an Indemnifying Party to hold harmless, indemnify and defend shall not apply to the extent caused by the negligence or willful misconduct of the Indemnified Party or its agents, employees, guests, licensees or permittees. Where an Indemnifying Party is required to defend the Indemnified Party such Indemnifying Party shall not be permitted to effectuate a settlement without the prior written consent of the Indemnified Party, and the Indemnified Party may at any time choose to have its own defense. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR LOSSES OF RENT, BUSINESS OPPORTUNITIES, PROFITS OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND.

10. **Insurance**

- (a) **Insurance.** Prior to entering on the Leased Premises, Brainerd Solar shall obtain an insurance policy with commercial general liability insurance with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Brainerd Solar shall also maintain Umbrella and/or Excess Liability insurance with coverage limits of at least \$2,000,000. Brainerd Solar shall provide BPU with a minimum thirty (30) day (ten (10) day for non-payment of premium) notice of any cancellation or material change in coverage. Prior to entering the Leased Premises,

Brainerd Solar shall provide BPU a certificate of insurance evidencing Brainerd Solar carries the insurance described in this **Section 10**.

11. **Assignment, Sale or Financing by Brainerd Solar.**

- (a) **Leasehold Financing and Collateral Assignment.** Brainerd Solar may, from time to time, with BPU's consent, conditionally or unconditionally, hypothecate, mortgage, pledge, collaterally assign, or otherwise encumber and grant security interests for financing (each a "**Security Interest**") in all or any part of Brainerd Solar's right, title and interest in the Solar Facilities, the Project and/or under this Lease (the "**Brainerd Solar Rights**") to a third party (each a "**Lender**").
- (b) **Assignments and Other Transfers.** Brainerd Solar and any purchaser, assignee, sublessee or transferee of the Brainerd Solar's Rights, including without limitation any Lender that obtains any Brainerd Solar Rights (each, an "**Assignee**") shall have the right, with BPU's consent which shall not be unreasonably withheld or delayed, to do any of the following, conditionally or unconditionally, in whole or in part to:
 - (i) sell, convey, assign or transfer the Brainerd Solar Rights held by such party and
 - (ii) apportion, grant co-leases, leases, subeasements, co-easements, separate easements, licenses or similar rights (however denominated) to one or more persons, consistent with the terms of this Lease (each an "**Assignment**").Brainerd Solar will give notice of such Assignment (including the address of the Assignee thereof for notice purposes) to BPU; provided, however, that failure to give such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding BPU with respect to such Assignment and not releasing the assignor from liability under this Lease pursuant to **Section 11(c)** until such notice is given. Any transfer, sale, conveyance or assignment by Brainerd Solar of any interest in Brainerd Solar, or in Brainerd Solar's parent or any Affiliate of Brainerd Solar, shall not constitute an Assignment for purposes of this Lease.
- (c) **Assignee Rights and Obligations; Assignor Release.** No Assignee shall have any obligation or liability for any Brainerd Solar Event of Default occurring under this Lease prior to the date on which the Assignee assumes, in writing, the Brainerd Solar Rights being transferred. From and after such date of assumption, the Assignee shall be liable to perform all Brainerd Solar obligations and shall have the right to exercise all Brainerd Solar rights hereunder applicable to said transferred Brainerd Solar Rights. Except with respect to a lease, Brainerd Solar and any subsequent assignor shall be automatically released from all obligations assumed by the Assignee from and after such date of assumption.

12. **Default and Remedies.** If either Party fails (i) to make any payments when due hereunder (each a "**Monetary Default**") and such failure continues for a period of thirty (30) days after such Party's receipt of written notice of such failure from the non-defaulting Party, or (ii) fails to perform any of such Party's non-monetary obligations hereunder (each a "**Non-monetary Default**") and such failure continues for a period of thirty (30) days after such Party's receipt of written notice from the non-defaulting Party specifying in detail such failure, or such longer period of time as may be necessary to cure the failure, provided that such defaulting Party commences to cure within such 30 day period and thereafter diligently prosecutes the cure to completion, then the non-defaulting Party may exercise the remedies set forth below. Monetary and Non-monetary Defaults are collectively referred to herein as an "**Event of Default**". Except as qualified by **Section 13** regarding Lender protections, should an Event of Default not be cured within applicable cure periods, then the non-defaulting Party shall have the right to exercise any and all remedies available to it at law or in equity, all of which shall be cumulative, including the right to enforce this

Lease by injunction, specific performance or other equitable relief; provided, however, notwithstanding the foregoing or anything else in this Lease to the contrary or any rights or remedies BPU might have at law or in equity, if any Brainerd Solar Solar Facilities are then located on the Leased Premises and Brainerd Solar commits a Non-monetary Default that is not cured within the applicable cure period, BPU shall be limited to pursuing damages and BPU may not commence any action to terminate or cancel this Lease.

13. **Protection of Lenders.**

- (a) Brainerd Solar shall give written notice to BPU of each Lender stating the name and address of the Lender to whom such interest is granted; provided, however, that failure to give such notice shall not constitute a breach hereunder or otherwise affect the validity of the Security Interest granted or the rights of such Lender under this Lease. BPU shall deliver to each Lender a duplicate copy of any notice to Brainerd Solar of a breach hereunder at the same time such notice is delivered to Brainerd Solar. Each Lender shall have the same time period as Brainerd Solar to cure any Event of Default plus in each instance (A) an additional thirty (30) days for any Monetary Default, and (B) an additional sixty (60) days for Non-monetary Default, in which to cure such Event of Default. Notwithstanding the above, if the Event of Default is a Non-monetary Default and cannot, in the exercise of commercially reasonable diligence, be cured within such additional sixty (60) day period, then such Lender(s) shall have such additional time to cure such Event of Default as may be reasonably necessary using commercially reasonable diligence. Any Non-monetary Default that cannot be cured by the Lender(s) shall nevertheless be deemed to have been cured and remedied if (1) on or before sixty (60) days following the expiration of Brainerd Solar's cure period, any Lender(s) shall have acquired Brainerd Solar's then-remaining right, title and interest in the Leased Premises or shall have commenced foreclosure or other proceedings for such purposes and are diligently prosecuting such proceedings to completion, (2) any such Lender(s) shall have fully cured, within such 60-day period, any Monetary Defaults and thereafter continue to perform all monetary obligations of Brainerd Solar under the Lease, and (3) after obtaining Brainerd Solar's then-remaining right, title and interest in the Leased Premises, such Lender(s) commence performance of the Non-monetary obligations of Brainerd Solar and thereafter diligently pursue same to completion.
- (b) BPU will not, without the prior consent of each affected Lender: (A) amend or modify this Lease; or (B) accept from Brainerd Solar a cancellation, termination or release of this Lease or any rights granted herein.
- (c) Every Lender shall have the right (but not the obligation) to make any Lease Payment due under this Lease and/or to do any act or thing that Brainerd Solar has the right or obligation to do under this Lease. All payments and performance by any Lender shall be as effective to prevent or cure an Event of Default as they would have been if made or done by Brainerd Solar, and BPU agrees to accept such performance, payment and cure. BPU authorizes any Lender (or its employees, agents, representatives or contractors) to enter upon any part of the Leased Premises for purposes of completing such performance, with all rights and privileges granted to Brainerd Solar hereunder.
- (d) If a Lender is prohibited by any process or injunction issued by a court having jurisdiction over any bankruptcy, reorganization, insolvency or other debtor-relief proceeding, from commencing or prosecuting foreclosure or other appropriate proceedings, then the times specified in **Section 13(a)** for commencing or

prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided, however, that such Lender (or another Lender) shall have fully cured any Monetary Default and shall thereafter continue to perform such monetary obligations as and when due.

- (e) The transfer of BPU's interest under this Lease to any Lender and/or to one or more purchasers or Brainerd Solar (A) at a foreclosure sale by judicial or nonjudicial foreclosure and sale, (B) by a conveyance by Brainerd Solar in lieu of foreclosure, or (C) by any other assignment or conveyance, including by a Lender following foreclosure and sale, or as a result of any other legal proceeding, shall not require the consent of BPU, and upon such foreclosure, sale, conveyance, assignment or other proceeding, BPU shall recognize such Lender or other purchaser(s) or Brainerd Solar as the successor to Brainerd Solar under this Lease; provided, however, subject to **Section 12(f)**, such Lender or purchaser or Brainerd Solar shall assume the obligations of Brainerd Solar under this Lease and pay all Lease Payments in arrears hereunder.
- (f) Neither the bankruptcy nor insolvency of Brainerd Solar shall be grounds for terminating this Lease as long as Lease Payments are paid by a Lender in accordance with the terms of this Lease. If the Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if this Lease is terminated for any reason other than an Event of Default which could have been (but was not) cured by a Lender hereunder, and if, within sixty (60) days after receiving written notice of such rejection or termination, any Lender shall so request, then so long as such Lender has cured all Monetary Defaults and is making commercially reasonable efforts to cure all Non-monetary Defaults as provided herein, BPU shall execute and deliver to such Lender or its designee a new lease which shall (A) be on the same terms and conditions as this Lease (except for any requirements fulfilled prior to rejection or termination of this Lease), (B) be for a term equal to the remaining Term before giving effect to such rejection or termination, (C) contain a lease of the portion of the Leased Premises in which such Lender had an interest on the date of such rejection or termination, (D) require Lease Payments to BPU in proportion to the portion of the Leased Premises covered by such new lease; (E) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by BPU, and (F) be executed within thirty (30) days after receipt by BPU of written notice of Lender's election to enter into such new lease.
- (g) No Lender shall have any duty, obligation or liability under this Lease prior to the time of its entry into physical possession of the Leased Premises or its commencement of performance of BPU's obligations under this Lease or under a new lease entered into pursuant to **Section 13(f)**. If a Lender elects to perform Brainerd Solar's obligations or to enter into a new lease pursuant to **Section 13(f)**, then such Lender shall not have any personal liability to BPU for the performance of such obligations and the sole recourse of BPU shall be against Lender's interest in the Solar Facilities and this Lease. If a Lender assigns its interest in this Lease or in a new lease to any person or entity, then provided that such assignee assumes the obligations of Brainerd Solar (or such Lender, as applicable) under this Lease, such Lender shall be released from further liability hereunder.
- (h) Upon the reasonable request of any Lender, BPU and Brainerd Solar shall amend this Lease to include any provision reasonably requested by such Lender to implement the protective provisions contained in this Lease for the benefit of such Lender or to allow such Lender reasonable means to protect or preserve its lien or

security interest upon the occurrence of an Event of Default; provided, however, that BPU shall not be required to amend this Lease in any way which would affect the Term of this Lease or the Lease Payments or otherwise materially and adversely affect BPU's rights under this Lease.

- (i) There shall be no merger of the Lease, the Brainerd Solar Rights or any other interests or rights created herein, with the fee estate in the Leased Premises by reason of the fact that the Lease, Brainerd Solar Rights and/or such other interests may be held, directly or indirectly, by or for the account of any person(s) who own such fee estate or an interest therein. No such merger shall occur unless and until all persons then having an interest in the fee estate and all persons (including any Lenders) then having an interest in, to or under the Lease and/or Brainerd Solar Rights execute a written instrument effecting such merger and record same in the official public records of the County.

14. **Protection of Assignees.** If Brainerd Solar or an Assignee holds an interest in less than all of the Brainerd Solar Rights, BPU acknowledges that Brainerd Solar's or such Assignee's obligations under this Lease are limited to those Brainerd Solar Rights retained by Brainerd Solar or assumed by such Assignee, as applicable. With respect to any Event of Default under this Lease, if Brainerd Solar or the applicable Assignee, as the case may be, cures all of its respective obligations under this Lease which relate to such Event of Default to the extent and only to the extent attributable to that portion of the Brainerd Solar Rights in which Brainerd Solar or the Assignee, as the case may be, holds an interest, then such Event of Default shall be deemed remedied with respect to such partial interest held by such Brainerd Solar or Assignee, and BPU shall not disturb such partial interest. If Brainerd Solar or an Assignee has committed an Event of Default beyond applicable notice and cure periods set forth herein), then subject to Lender protections in **Section 13, BPU** may exercise its rights and remedies hereunder only with respect to the defaulting Brainerd Solar or Assignee and such defaulting party's interests in, to and under this Lease, but not otherwise. In no event shall the exercise of BPU's remedies, as provided above, modify, terminate or otherwise affect any non-defaulting party's rights, title, and interests under this Lease. Brainerd Solar and any Assignee shall have the right, but not the obligation, at any time prior to the effective date of termination, to do any other act or thing required of Brainerd Solar or any Assignee that has committed an Event of Default hereunder, so as to prevent BPU's exercise of any remedies hereunder. BPU agrees to simultaneously notify Brainerd Solar and all Assignees which remain obligated under this Lease of any Event of Default by Brainerd Solar or any Assignee under the terms of this Lease, and to accept cure by Brainerd Solar or any such Assignee hereunder.

15. **Condemnation.** If, during the Term, any authority having the power of eminent domain condemns all or substantially all of the Leased Premises, the Operations Easement, or the Solar Facilities for any public use or otherwise, then this Lease shall automatically terminate upon the earliest of (i) the date of the condemnation judgment, (ii) the date that the condemning authority takes physical possession of the Leased Premises, the Operations Easement, or the Solar Facilities (or substantial portion thereof), or (iii) Brainerd Solar providing written notice to BPU terminating this Lease. Brainerd Solar shall continue to pay all Lease Payments due hereunder until such termination, at which time BPU and Brainerd Solar shall be relieved of any and all further obligations and conditions to each other under this Lease except those that expressly survive termination. If, during the Term, any authority having the power of eminent domain condemns less than substantially all of the Leased Premises, the Operations Easement, or Solar Facilities, then the interests and obligations of Brainerd Solar under this Lease as to such portion of the Solar Facilities, the Operations Easement, or Leased Premises so condemned shall cease and terminate upon the earliest of (i) the date of the condemnation judgment, (ii) the date that the condemning

authority takes physical possession of what is being condemned, or (iii) Brainerd Solar providing written notice to BPU terminating this Lease as to such portion, and, unless this Lease is terminated as hereinafter provided, this Lease shall continue in full force and effect as to the portion of the Solar Facilities, the Operations Easement, and Leased Premises not condemned and that can still be operated in a commercially reasonable manner. Upon such partial termination, the Lease Payments for the portion of the Leased Premises not so taken shall be adjusted by Brainerd Solar equitably, and BPU and Brainerd Solar shall execute an amendment of Lease to reflect such adjustment. If the portion of the Solar Facilities or Brainerd Solar's interest in the Leased Premises or the Operations Easement remaining following condemnation is or becomes insufficient or unsuitable for Brainerd Solar's purposes hereunder (as determined by BPU), then Brainerd Solar may terminate this Lease by written notice to BPU, at which time BPU and Brainerd Solar shall be relieved of any further obligations and duties to each other under this Lease except those that expressly survive termination. In the event of any condemnation under this **Section 15**, all sums, including damages and interest, awarded shall be paid in the following order of priority: (i) an amount equal to the aggregate of any and all costs or losses that Brainerd Solar may sustain in the taking, removal and/or relocation of the Solar Facilities shall be paid to Brainerd Solar; and (ii) all remaining amounts of the condemnation award shall be paid to BPU or Brainerd Solar consistent with their respective interests and Applicable Law, BPU hereby disclaiming any right or interest in or to the Solar Facilities and any award therefor.

16. **Force Majeure.** If performance of this Lease or any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving written notice to the other Party, shall be excused from such performance to the extent and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "***Force Majeure***" means: fire, earthquake, flood, pandemic, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party. NO EVENT OF FORCE MAJEURE SHALL EXCUSE BRAINERD SOLAR'S OBLIGATIONS TO MAKE PAYMENTS DUE HEREUNDER.
17. **Notices.** All notices, requests, approvals, and other communications provided for or otherwise contemplated pursuant to this Lease must be in writing and shall be sent only by the following methods: personal delivery; United States Mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by a national or regional overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Federal Express and United Parcel Service); or facsimile or electronic mail. For purposes of giving notice hereunder, the respective addresses of the Parties are, until changed as hereinafter provided, the following:

BPU:

8027 Highland Scenic Rd
PO Box 373
Brainerd, MN 56401
Attn: Secretary/Finance Director

Brainerd Solar, LLC:

1 Riverside Plaza, 20th Floor
Columbus, OH 43215
Attn:

with copy to:

1 Riverside Plaza, 29th Floor

Columbus, OH 43215
Attn: Legal Department

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices shall be deemed given (i) on the date of personal delivery or, (ii) if mailed by certified mail or registered mail or overnight courier, on the delivery date or attempted delivery date shown via the tracking code, or (iii) on the date of sending by e-mail (if an e-mail address has been provided) as confirmed by a read receipt or other confirmation of receipt from the addressee that the e-mail was received.

18. **Recording of Interests.** Lessor consents to the recordation of the interest of any Lender or Assignee.

19. **Miscellaneous.**

- (a) **Quiet Enjoyment.** As long as Brainerd Solar observes the terms and conditions of this Lease and does not breach and fail to cure any Event of Default within applicable cure periods, it shall peaceably hold and enjoy the rights of Brainerd Solar hereunder and any and all other rights granted by this Lease for the entire Term without hindrance or interruption by BPU or any other person or persons lawfully or equitably claiming rights superior to Brainerd Solar's rights hereunder. No act or failure to act on the part of Brainerd Solar shall be deemed to constitute an abandonment or surrender of this Lease or any other right, easement or interest granted herein, except upon recordation by Brainerd Solar of a written instrument terminating this Lease and/or Brainerd Solar's rights or interests hereunder.
- (b) **Successors and Assigns.** This Lease and the easements granted herein shall burden and run with title to the Leased Premises, and shall inure to the benefit of and be binding upon BPU and Brainerd Solar, and their respective heirs, successors and assigns.
- (c) **Entire Agreement; Amendments.** This Lease and the attached exhibits constitute the entire agreement between BPU and Brainerd Solar respecting its subject matter, and replace and supersede any prior agreements. This Lease shall not be modified or amended except in a writing signed by both Parties or their lawful successors in interest.
- (d) **Legal Expenses.** If either Party brings any action or proceeding against the other (including any cross-complaint, counterclaim or third party claim) to enforce or interpret this Lease, or otherwise arising out of this Lease, the Prevailing Party in such action or proceeding shall be entitled to recover its costs and expenses of suit (including, without limitation, reasonable attorneys' fees, accountants' fees, consulting fees, court costs and other legal expenses), and such amounts shall be payable whether or not such action or proceeding is prosecuted to judgment. For purposes hereof, the term "***Prevailing Party***" includes a Party who dismisses an action for recovery in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

- (e) Partial Invalidity. If any provision of this Lease is determined, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the determination.
- (f) Construction and Interpretation. The headings of the sections of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any provision. Unless the context requires otherwise, references in this Lease to sections, subsections or exhibits refer to the specified sections, subsections and exhibits of this Lease. The word “**including**” shall be construed in its inclusive sense, and not in limitation, whether or not language of non-limitation (such as “without limitation”) is used with reference thereto. References to a “**month**” or “**months**” refer to whole or partial calendar months during the Term. All provisions of this Lease have been negotiated by BPU and Brainerd Solar at arms’ length. This Lease shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective Parties as BPU or Brainerd Solar hereunder.
- (g) No Partnership. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between BPU and Brainerd Solar, other than the relationship of BPU and Brainerd Solar.
- (h) Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State in which the Leased Premises are located.
- (i) No Third Party Beneficiary. Except for the rights of Lenders hereunder or as otherwise specified in this Lease, the terms and provisions of this Lease are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.
- (j) Further Assurances. The Parties shall execute such other documents and shall take such actions as are reasonably necessary or required to effectuate the purposes of this Lease.
- (k) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original instrument, and all of which, when taken together, shall constitute this Lease. Facsimile transmission or electronic mail transmission of any signed original document and/or retransmission of any signed facsimile or electronic mail transmission shall be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile or electronic mail transmission by signing a duplicate original document.
- (l) Exhibits. Exhibits attached to and made a part of this Lease are as follows:

Exhibit A	Legal Description of the Leased Premises
Exhibit B	Lease Payments
Exhibit B-1	Payment Amounts
Exhibit C	Intentionally Left Blank
Exhibit D	Intentionally Left Blank
Exhibit E	Unrecorded Permitted Encumbrances
Exhibit F	Site Specific Provisions

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed as of the Execution Date set forth above, to be effective as of the Effective Date.

BPU:

BRAINERD PUBLIC UTILITIES
a Minnesota Public Utility

By: _____
Name:
Title: Chair

BRAINERD SOLAR LLC:

a Delaware Corporation

By: _____
Name: Scott Slisher
Title: Vice President

EXHIBIT A TO SOLAR ENERGY GROUND LEASE

LEGAL DESCRIPTION OF LEASED PREMISES

The Land referred to herein below is situated in the County of Crow Wing, State of MN, and is described as follows:

The North Half of the Northeast Quarter (N1/2 of NE1/4) of Section Seventeen (17), Township One Hundred Thirty-three (133) North, Range Twenty-eight (28) West, except that portion of the above described tract lying North and West of County Highway Number 48. Deed from The City of Brainerd, corporation under the laws of the State of Minnesota to TBD.

Parcel No.: 40170601

And

Tract A:

That part of Government Lot 1 and Government Lot 2, Section 17, Township 133 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said Government Lot 1; thence South 87 degrees 17 minutes 01 seconds West, bearings are based on the City of Baxter Coordinate system, 1762.89 feet along the north line of said Government Lot 1 and along the north line of said Government Lot 2 to an iron monument, on the westerly line of the tract described in Document Number 402922 on record in the Crow Wing County Recorder's Office; thence South 39 degrees 54 minutes 55 seconds East, a distance of 171.04 feet along said westerly line of the tract described in Document Number 402922 to an iron monument, said point being the point of beginning; thence reversing course North 39 degrees 54 minutes 55 seconds West, a distance of 171.04 feet, along said westerly line of the tract described in Document Number 402922 to an iron monument on the north line of said Government Lot 2; thence North 87 degrees 17 minutes 01 seconds East, along the north line of said Government Lot 2 and along the north line of said Government Lot 1, a distance of 1576.88 feet; thence South 61 degrees 48 minutes 18 seconds West, a distance of 43.81 feet; thence southwesterly 199.14 feet along a tangential curve concave to the southeast, said curve having a radius of 430.00 feet and a central angle of 26 degrees 32 minutes 05 seconds; thence westerly and southerly 234.94 feet along a nontangential curve concave to the southeast, said curve having a radius of 80.00 feet, a central angle of 168 degrees 15 minutes 54 seconds and a chord bearing of South 35 degrees 48 minutes 00 seconds West; thence South 34 degrees 11 minutes 30 seconds West, not tangent to the last described curve, a distance of 346.79 feet; thence South 31 degrees 22 minutes 34 seconds East, a distance of 544 feet; more or less, to the northwesterly bank of the Mississippi River; thence southerly, westerly and northwesterly along said bank of the Mississippi River to the intersection with a line that bears South 03 degrees 05 minutes 05 seconds West from the point of beginning; thence North 03 degrees 05 minutes 05 seconds East, a distance of 929 feet more or less to the point of beginning.

File No. 31005257 issued by First National Title & Escrow, effective September 29, 2022 at 8:00 A.M.

PREMISES PROPERTY INFORMATION

Crow Wing County Parcel ID No. = 40170601
= 40170592

Gross Land Area = 85.66 Acres

The Facility will be constructed on the northern portion of the Host Property as described in Exhibit B of the Power Purchase Agreement.

EXHIBIT B TO SOLAR ENERGY GROUND LEASE

LEASE PAYMENTS

Brainerd Solar shall pay to BPU the amounts set forth below and on **Exhibit “B-1”** attached hereto and made a part of the Lease (collectively, the “***Lease Payments***”), as rent and consideration for the Lease. All Lease Payments shall be made when and if due hereunder. Capitalized terms used in this **Exhibit “B”** and not otherwise defined shall have the meanings set forth in the Lease.

1. **Rent and Extension Fees During Development Term.**
 - (a) **Development Term Rent.** During the Development Term and Extended Development Term, Brainerd Solar shall pay to BPU the amount set forth in the table in **paragraph 1 of Exhibit “B-1”** (the “***Development Term Rent***”). BPU acknowledges that the Development Term Rent for this Lease has been prepaid and received in full. There will be no reimbursement, pro-rata or in full, of the Development Term Rent if this Lease is terminated subject to Section 2(d).
2. **Rent During Operations Term.** Commencing thirty (30) days after the end of the calendar quarter in which the Operations Commencement Date occurs and continuing until the expiration of the Operations Term or earlier termination of this Lease, Brainerd Solar shall pay to BPU, on an annual basis, the Annual Rent set forth on **Exhibit “B-1” paragraph 2** for the applicable calendar quarter (such amount being referred to herein as “***Operations Term Rent***”). BPU acknowledges that the Operations Term Rent for this Lease has been prepaid and received in full.
3. **Rent During Decommissioning Term.** During the Decommissioning Term, Brainerd Solar shall pay to BPU the amount set forth in the table in **paragraph 3 of Exhibit “B-1”** (the “***Decommissioning Term Rent***”). Decommissioning Term Rent will be paid monthly, with the first such payment being due within ten (10)) days after the expiration of the Operations Term, and subsequent monthly payments, if applicable, being due within ten (10) days after each successive monthly period during the Decommissioning Term. BPU acknowledges that the Decommissioning Term Rent for this Lease has been prepaid and received in full.

EXHIBIT B-1

PAYMENT AMOUNTS

Year	Termination
1	\$1
2	\$1
3	\$1
4	\$1
5	\$1
6	\$1
7	\$1
8	\$1
9	\$1
10	\$1
11	\$1
12	\$1
13	\$1
14	\$1
15	\$1
16	\$1
17	\$1
18	\$1
19	\$1
20	\$1
21	\$1
22	\$1
23	\$1
24	\$1
25	\$1
26	\$1
27	\$1
28	\$1
29	\$1
30	\$1

EXHIBIT C

INTENTIONALLY LEFT BLANK

EXHIBIT D

Intentionally Left Blank

EXHIBIT E TO SOLAR ENERGY GROUND LEASE

UNRECORDED PERMITTED ENCUMBRANCES

Please indicate whether any of the following affect the Leased Premises.

Oil and Gas Lease(s): Yes___ No ___ *If yes, identify lessee(s):*_____.

Pipeline Easement(s): Yes___ No ___ *If yes, identify easement holder(s)* _____.

Electric Line Easement(s): Yes___ No ___ *If yes, identify easement holder(s)*_____.

Private or Public Access Easement(s): Yes___ No ___

Hunting Lease(s): Yes___ No ___ *If yes, please provide a copy of the lease and all amendments.*

Grazing Lease(s): Yes___ No ___ *If yes, please provide a copy of the lease and all amendments.*

CRP Acreage: Is any portion of the Leased Premises under contract with or included in the Conservation Reserve Program (CRP)? Yes ___ No ___

If yes, please provide a copy of the contract and all amendments.

Other encumbrances or third party rights not reflected in BPU real property records:
Yes___ No ___

EXHIBIT F TO SOLAR ENERGY GROUND LEASE

SITE-SPECIFIC PROVISIONS

(a) AFFIRMATIVE ACTION

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) NONDISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing to services thereon, no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and the Article 11, Termination, Default, And Remedies, of the SOLAR PPA shall apply.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Biennial Body Worn Camera Audit Report

Agenda ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	---

Submitted by: Chief Mike Bestul

Department: Police

Presenter: Chief Mike Bestul

Estimated Time Needed:

Summary of Issue:

The biennial Body Worn Camera audit has been completed. State statute requires that in addition to the audit being completed every two years, a copy of the audit report be provided to the governing body of the law enforcement agency and to the Legislative Commission on Data Practices and Personal Data Privacy within 60 days of it's completion. Included is a copy of the audit findings report, which indicated "no discrepancies noted."

Alternative, Options, Effects on Others/Comments:

There were two LMC suggestions regarding our current policy, which has since been updated and acknowledged by staff.

Recommended Action/Motion:

This is for informational purposes only and the council is not required to take any action.

Financial Impact:

Is there a cost associated with this request: N/A

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

INDEPENDENT AUDIT REPORT

Chief Mike Bestul
Brainerd Police Department
225 E. River Rd.
Brainerd, MN 56401

Dear Chief Bestul:

An independent audit of the Brainerd Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on November 8, 2022. The objective of the audit was to verify Brainerd Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Brainerd Police Department is located in Crow Wing County, Minnesota and is authorized for twenty-seven (27) peace officers. The Brainerd Police Department utilizes Axon body-worn cameras and Evidence.com cloud-based evidence management storage. The audit covers the period October 17, 2020, through October 30, 2022.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Brainerd Police Department BWC data is presumptively private. All data collected during the audit period is classified as private or non-public data. The Brainerd Police Department had no incidents of the discharge of a firearm by a peace officer, use of force that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Brainerd Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. At the conclusion of a BWC recording, officers assign meta data, including an Evidence.com category, to the recording. Each Evidence.com category has an associated retention period. Upon reaching its retention date, evidence is systematically deleted. Deletion of the data is captured in the audit trail.

A report produced from Evidence.com for all BWC data collected during the audit period was created. Randomly selected records from the Evidence Created Report were reviewed, and the date and time the data was created was verified against the deletion date. Each of the records were deleted or maintained in accordance with the record retention. Randomly selected records were verified against audit trail reports, and each record was deleted or maintained in accordance with the record retention. All randomly selected records were retained for at least the minimum ninety (90) days required by statute.

The Brainerd Police Department received a request from a data subject to retain BWC data beyond the applicable retention period. The retention period of the data is seven (7) years and has not yet been met. The Records Unit is tracking the BWC data to ensure it continues to be retained in accordance with statute.

Sergeants monitor BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a City of Brainerd Police Department Data Request Form. During the audit period, the Brainerd Police Department had received no requests to view BWC data but did receive and fulfill requests for copies of BWC video from data subjects. Data subjects who had not consented to the release of the data were redacted. A copy of the redacted video is stored in Evidence.com along with the original copy. Access requests are documented on an Excel spreadsheet and data request forms are retained.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Brainerd Police Department's BWC inventory consists of twenty-eight (28) devices. An inventory search in Evidence.com on November 8, 2022, detailed the number of recording devices owned and maintained by the agency. The inventory included the device model, serial number, device name, officer assigned to the device, date of last upload, device status, error status, firmware version, and warranty date.

The Brainerd Police Department BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to ensure they are equipped with a BWC and that the BWC is in good working order. Officers are required to promptly notify any failures of the BWC to their supervisor and obtain a functioning device as soon as is reasonably practicable.

Peace officers were trained on the use of the BWC system by an Axon trainer during implementation. New officers are trained as part of their field training program.

Officers working on randomly selected dates of the patrol schedule were compared to the Evidence Created Report and confirmed that BWC are being deployed and officers are wearing and activating their BWCs. A review of the total number of BWC videos created per quarter and a comparison to calls for service shows a consistent collection of BWC data.

Evidence.com queries detail the total amount of BWC data created, stored/maintained, and deleted. The Brainerd Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. BWC video is fully deleted from Evidence.com upon reaching its scheduled deletion date. Meta data and audit trails are maintained in Evidence.com after deletion of BWC audio and video.

BWC data is available upon request, and access may be requested by submission of a City of Brainerd Police Department Data Request Form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Brainerd Police Department's BWC policy states that peace officers are prohibited from using personally owned recording devices while on-duty without the express consent of the

Patrol Sergeant.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Sergeants conduct quarterly random reviews of BWC data to ensure BWC data is properly categorized and that BWCs are being used in compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of roles and permissions in Evidence.com. Roles and Permissions are administered by the Lieutenant, and permissions are based on staff work assignments. Access to Evidence.com is password protected and requires dual authentication.

The agency's BWC policy governs access to BWC data. The policy authorizes personnel to access nonpublic BWC data only when there is a business need for doing so and prohibits personnel from accessing BWC data for non-law enforcement related purposes. Access to BWC data is captured in the audit trail.

When BWC data is deleted from Evidence.com, its contents cannot be determined. The Brainerd Police Department has had no security breaches. A BCA CJIS security audit was conducted in June of 2022.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Brainerd Police Department's BWC and Records Maintenance and Release policies allow for the sharing of BWC data pursuant to lawful process or by court personnel who are otherwise authorized to review evidence. Members are prohibited from sharing data for non-law enforcement related purposes. Agencies seeking access to BWC data submit a written request. Secure electronic sharing of data within Evidence.com is captured in the audit trail. Sharing of data is documented in an Excel spreadsheet and the Evidence.com Sharing Audit Report. Written requests are retained.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

Evidence.com and the Evidence Created Report document the date and time portable recording system data were collected and deleted. All BWC data collected from the time period October 17, 2020, through October 30, 2022, is classified as private or non-public data. The Evidence.com audit trail and the Sharing Audit Report document how the data are used. The audit trail is maintained in Evidence.com after deletion of video. The Evidence.com audit trail documents each and every action taken from the creation of the recording to its deletion, as well as access to the audit trail after BWC has been deleted.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

An Axon CJIS Compliance White paper outlines the specific security policies and practices for Evidence.com and how they are compliant with the CJIS Security Policy. Axon has signed the CJIS Security Addendum in all states and has performed statewide CJIS-related vendor requirements in Minnesota. Axon has incorporated the CJIS Security Addendum by reference into the Axon Master Services and Purchase Agreement. Axon maintains signed CJIS Security Addendum certification pages for Axon personnel. Authorized Axon personnel are required to complete Level 4 CJIS Security Training upon assignment and biennially thereafter.

Axon appears on the BCA Vendor Screening Program list of approved and screened vendors and is vetted in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The Brainerd Police Department solicited for public comment on the purchase, implementation, and proposed policy of a BWC system. The Brainerd City Council held a public hearing at their

September 5, 2017, meeting.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

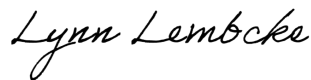
The Brainerd Police Department has established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The agency's policy includes all minimum requirements of Minn. Stat. § 626.8473, Subd. 3. The BWC policy is posted on the agency's website.

No discrepancies noted.

This report was prepared exclusively for the City of Brainerd and Brainerd Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: December 20, 2022

Lynn Lembcke Consulting



Lynn Lembcke

2022 CITY ADMINISTRATOR ANNUAL PERFORMANCE REVIEW SUMMARY

The Brainerd City Council completed City Administrator Jennifer Bergman's annual performance review on December 19, 2022. It was noted that Administrator Bergman started on January 6, 2020 and has been on the job for almost three years. Below is a summary of the performance review closed session that included the following duties, knowledge, skills and abilities:

1. Serves as chief administrative officer of the City; administers policies and directives of the Council.
2. Coordinates activities of the City Council and keeps Council members informed; prepares agendas and supporting materials for Council meetings and makes presentations and recommendations; attends Council meetings.
3. Manages and supervises City departments and operations to achieve goals and objectives within available resources established by the Council; Administers all personnel policies and actions; recommends and/or participates in hiring employees; and directs the evaluation of employee performance.
4. Oversees and coordinates the establishment and implementation of economic development policies and programs; participates in determining and recommending priorities for community development programs including tax increment financing, revolving loan fund, etc.
5. Represents the City at meetings and official functions as appropriate.
6. Skill supervising and overseeing the actions of city employees.
7. Ability to organize meetings, develop agendas and achieve the directed outcomes of commissions, committees, and City Council.
8. Ability to communicate effectively and tactfully, both orally and in writing, with employees, consultants, other governmental agency representatives, City officials and the general public.
9. Effectively participate in strategic planning and goal setting.
10. Establish and maintain effective working relationships with elected officials, staff, other public officials, local business and organizational leaders and the general public.

Goals identified for 2023 include:

1. Coordinate a strategic planning session for the City Council and Department Heads.
2. Complete the Compensation Study and consider a restructure

Council members had positive comments regarding City Administrator Bergman's performance. City Administrator Bergman's overall performance review rating was 2.48 (achieves expectations).

Dated: 1/3/2023



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Approval of Stormwater Engineering Manual

Agenda	Action Requested:	
☒ CONSENT AGENDA	☒ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☐ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: City Engineer/PW Director Dehn

Department: Public Works

Presenter: City Engineer/PW Director Dehn

Estimated Time Needed:

Summary of Issue:

HR Green and City staff have completed preparation of the Brainerd Stormwater Engineering Manual.

Alternative, Options, Effects on Others/Comments:

As part of the contract that the City had with HR Green, they have provided updates to the City's MS4 permit and SWPPP program including revisions to the City's stormwater ordinances that were passed in spring 2022. The attached Stormwater Engineering Manual is a document that can be easily accessible and lays out the stormwater requirements for development and construction projects in the City. The document essentially lays out the design criteria that will help projects meet the City ordinances.

Recommended Action/Motion:

Staff recommends approval of the Brainerd Stormwater Engineering Manual.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

STORMWATER DESIGN MANUAL

City of Brainerd, MN



BRainerd
MINNESOTA

A City for All Seasons



December 2022

CONTACTS:

Brainerd Engineering Dept. 218.828.2307

STORMWATER DESIGN MANUAL:

City of Brainerd, MN

The City of Brainerd, MN (City) finds that uncontrolled stormwater runoff and construction site erosion from land disturbing activity can have significant adverse impacts upon local and regional water resources. They can diminish the quality of public health, safety, public and private property, as well as natural resources of the community in the following ways:

Increasing runoff volumes and peak flood flows lead to overburdened storm sewers, drainage ways and other storm drainage systems that threaten public health, safety, property and general welfare.

Increasing pollutant loadings of sediment, nutrients, heavy metals, toxics, debris, bacteria, pathogens, biological impairments, thermal stress, and other pollutants diminish the capacity of lakes and streams to support fish, aquatic life, as well as recreational and water supply uses.

Increasing bank erosion and stream bed scour degrade physical stream/river habitat by diminishing groundwater recharge and stream base flows and increase stream temperatures.

Increasing the occurrence and levels of flooding undermine floodplain management efforts.

Changing wetland hydrology and increasing pollutant loads alter wetland communities.

Reducing recharge and increasing potential pollutant loading impact groundwater.

Purpose

The City is working to achieve water quality goals by developing stormwater design standards for development that occurs within the City. Consistent with City ordinances, this document serves as the design criteria for public and private development and redevelopment.

Policy

The City shall review all applicable development applications in light of this document to ensure that all proposed development and redevelopment projects contribute to meeting the City's natural resource protection goals.

City of Brainerd | 501 Laurel Street, Brainerd, MN 56401 | (218) 828 2307

<http://www.ci.brainerd.mn.us/165/Engineering-Department>

Prepared By:

Jessie Dehn, Brainerd City Engineer

James Fladung, Assistant City Engineer

Conner Dunteman, PE, HR Green

Bridget Osborn, PE, HR Green

 BRAINERD MINNESOTA A City for All Seasons	DATE:	Number:
	Revised:	
	City Administrator:	
	For: Engineering and Community Development	
	Subject: Stormwater Design Guidelines	

Contents

SECTION ONE: Ordinances and Special Waters 1

 1.1 Ordinances 1

 1.2 Wetlands 1

 1.3 Requirements for Discharges to Special and Impaired Waters 2

SECTION TWO: Requirements from Other Organizations 4

SECTION THREE: General Design Guidelines..... 4

 3.1 Infiltration restrictions 4

SECTION FOUR: Soil Boring Requirements..... 6

SECTION FIVE: Hydrology Modeling, Unified Sizing Criteria, and Detention and Discharge Rate Standards..... 7

 5.1 Hydrology Modeling..... 7

 5.2 Unified Sizing Criteria 7

 5.3 Rate Control Standard..... 8

SECTION SIX: Volume and Water Quality Control Design and Construction 8

SECTION SEVEN: Rate Control (Detention) Basin Design and Construction 9

SECTION EIGHT: Underground Basin Requirements..... 10

SECTION NINE: Inlets, Outlets, Lowest Adjacent Grade (LAG), and Emergency Overflows 10

 9.1 Inlets & Outlets 10

 9.2 Lowest Adjacent Grade & Emergency Overflows 10

SECTION TEN: Storm Sewer Design..... 11

SECTION ELEVEN: Construction Timeline, Inspection and Maintenance Access 11

APPENDIX 13

SECTION ONE: Ordinances and Special Waters

1.1 Ordinances

Each permitted project in the City must follow all City ordinances, this Stormwater Design Manual, as well as the Minnesota Pollution Control Agency's (MPCA's) National Pollution Discharge Elimination System (NPDES) Construction Stormwater (CSW) General Permit to be in full compliance.

Designers must be familiar with the following City Codes when working within the City of Brainerd:

City Code – 715 Stormwater Utility

City Code – 725 Stormwater Management

City Code – 800 Administration and Regulation of the Public Right-Of-Way

The City of Brainerd has developed stormwater ordinances and this supplemental design manual to facilitate the ease of permitting for development and redevelopment within their municipal boundaries. The City Stormwater Ordinance is required under the City's MPCA's Municipal Separate Storm Sewer System (MS4) General Permit and articulates specific performance criteria of stormwater systems. This Stormwater Design Manual was developed to guide developers and designers through the design process to meet the design elements required by the City. A combination of successive practices may be used to achieve the applicable requirements specified.

All permanent stormwater management plans and associated calculations must be submitted to and approved by the City Engineer prior to the start of construction activity. Designers are expected to follow the requirements of this Stormwater Design Manual to meet the rate control, water quality, and volume control requirements of the City of Brainerd. This manual was created in accordance with the Minnesota Stormwater Manual and the Minnesota Department of Transportation Drainage Manual. Items not explicitly covered by this design manual shall adhere to the design requirements of the Stormwater Manual and the Drainage Manual. Deviations from the recommended guidance will require detailed written explanation with discretion given by the City. Stormwater facilities included as part of the final design for a permanent development shall be addressed in the design package submitted to the City and shall meet the criteria given in this document.

1.2 Wetlands

Incorporate buffer strips or pretreatment where feasible to preserve wetland quality.

Runoff must not be discharged directly into a wetland without appropriate water quality and volume control, as required by City code, the MPCA, and Minnesota Rules 7050.0186, and 7090.2. This manual, or any City permit, does not authorize discharges to a wetland unless the designer complies with the following requirements:

If the project has any discharge with the potential for significant adverse impacts to a wetland, (e.g., conversion of a natural wetland to a stormwater pond) designers must demonstrate that the wetland mitigative sequence has been followed in accordance with Minn. R. 7050.0186.

If the potential adverse impact to a wetland on a specific project site are addressed by permits or other approvals from an official statewide program (U.S. Army Corps of Engineers 404 program, Minnesota Department of Natural Resources, or the State of Minnesota Wetland Conservation Act) that are issued

specifically for the project, designers may use them to show the potential adverse impacts are addressed.

If there are impacts from the project not addressed in one of the permits or other determinations (e.g., permanent inundation or flooding of the wetland, significant degradation of water quality, excavation, filling, draining), designers must minimize all adverse impacts to wetlands by utilizing appropriate measures. Designers must use measures based on the nature of the wetland, its vegetative community types and the established hydrology. These measures include in order of preference:

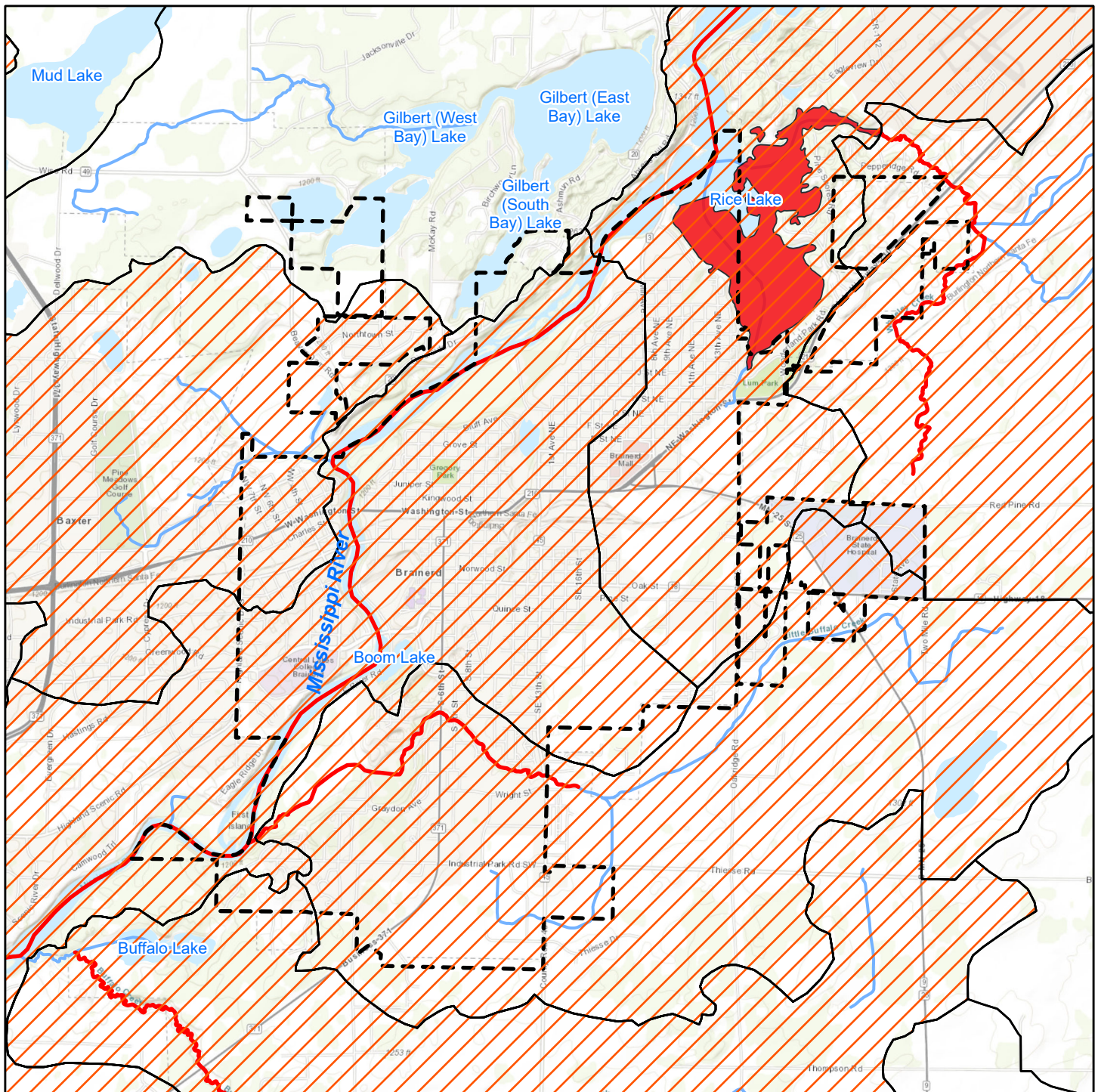
Avoid all significant adverse impacts to wetlands from the project and post-project discharge;

Minimize any unavoidable impacts from the project and post-project discharge;

Provide compensatory mitigation when the designers determine(s) that there is no reasonable and practicable alternative to having a significant adverse impact on a wetland. For compensatory mitigation, wetland restoration or creation must be of the same type, size and whenever reasonable and practicable in the same watershed as the impacted wetland. [Minn. R. 7050.0186].

1.3 Requirements for Discharges to Special and Impaired Waters

BMPs are required for projects within one mile (aerial radius measurement) of a special or impaired water and discharge to that special or impaired water. [Minn. R. 7090]. The following figure displays the special and impaired waters in the region at the time this document was created. In addition to City Code and this Engineering Manual, the developer/designer must confirm the special or impaired waters within their project area and follow all guidance within the CSW permit.



Brainerd Subwatersheds

Special and Impaired Waters Map

- City of Brainerd Limits
- DNR Level 8 Catchments
- Streams and Rivers
- Impaired Streams and Rivers
- Impaired Lakes
- Catchments Draining to Impaired Waters



0 2,500 5,000

Feet



BRainerd
MINNESOTA
A City for All Seasons



SECTION TWO: Requirements from Other Organizations

The designer/developer is responsible for obtaining all necessary permits, including but not limited to: Crow Wing County, Minnesota Department of Transportation (MnDOT), Federal Emergency Management Agency (FEMA), Department of Natural Resources (DNR), and United States Army Corps of Engineers (USACE). Prior to issuance of a City permit, approval from all permitting or governing agencies shall be required.

Within the City, the Crow Wing Soil and Water Conservation District administers the Wetland Conservation Act (WCA), in accordance with guidance from the State's Board of Water and Soil Resources. Crow Wing Environmental Services administers WCA in county jurisdictional areas. A current WCA determination shall be included with any land disturbance permit application.

The designer/developer shall be responsible for coordinating and obtaining a CSW permit prior to commencement of any site disturbing activities and/or release of the City's land disturbance permit.

SECTION THREE: General Design Guidelines

All stormwater projects requiring stormwater treatment must first determine site applicability for use of infiltration. Though infiltration is the preferred and most effective and affordable solution to achieve high levels of water quality treatment and volume reductions, there are limiting factors each site needs to consider and document before selecting it as the preferred method. Designers must document results of the site investigation to illustrate either site suitability or to prove un-suitable for infiltration. If a site is deemed un-suitable, designers must follow the *MIDS Design Sequence Flow Chart* to determine the appropriate BMP and treatment credit.

The targeted water quality volume of 1.1-inches of runoff from the project (equating to ~60%-TP reduction) must be achieved for any given infiltration BMPs. For regional infiltration basins with an outlet structure, additional cold climate storage volume is required. See Section Five for more information.

3.1 Infiltration restrictions

Unless the designer performs an approved higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater, infiltration is restricted if a site is subject to the following conditions:

- In-situ soil saturated hydraulic conductivity is less than 0.20-inches per hour or greater than 8.30 inches per hour. BMP must be shown to either increase or decrease percolation rates through soils to function between these ranges. Soils that drain too slowly increase risks of new mosquito habitat and subsequent runoff storage capacity. Soils that infiltrate too quickly may not provide sufficient pollutant removal before the infiltrated runoff enters groundwater.
- BMP would retain water longer than 48 hours from the end of the design storm event (or longer than 12 hours if draining to a designated trout stream).
- In an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) classified as high or very high vulnerability as defined by the Minnesota Department of Health.
- Outside of an ERA but within a DWSMA classified as high or very high vulnerability.
- Within the setback requirements in Table 1 below.
- Shallow groundwater is present at site. Detailed soil borings must show ≥ 3 feet from bottom of BMP to seasonally high groundwater or evidence of mottled soil.

- Areas with contaminated soils or areas that receive hotspot runoff (any portion of a facility where infiltration is prohibited under an NPDES/SDS industrial stormwater permit issued by the MPCA).
- Anywhere adverse hydrologic impacts from infiltration practices would occur (e.g., impacting perched wetland).
- Vehicle fueling or maintenance activities occur.
- Known groundwater contaminants, or groundwater will be mobilized by the construction of infiltration BMPs.

Table 1. Infiltration BMP Setback Requirements.

STRUCTURE		DISTANCE (FEET)	REQUIREMENT OR RECOMMENDATION
Vertical	Saturated Soil	3	Requirement ¹
	Bedrock	3	Requirement ¹
Horizontal	Public Supply Well	100 for sensitive wells; 50 for others ³	Requirement
	Building/structure/property line ²	10	Recommended
	Surface water	none	Recommended
	Septic system	35	Recommended
	Contaminated soil/groundwater		Recommended
	Slope	200	Requirement ¹

¹Required under the Construction Stormwater General Permit

²Minimum with slopes directed away from the building

³If treating an average of 10,000 gallons per day; otherwise separation distance is 300 feet

Where infiltration is prohibited or not feasible:

- Permanent water quality BMPs shall be used to meet water quality and rate control requirements.
- Filtration practices shall be sized according to a 70% credit towards meeting the treatment requirements of a same-sized infiltration basin.

Designers should follow the MIDS Design Sequence Flow Chart (Appendix A) if volume reduction cannot be achieved via infiltration, the designer is encouraged to use BMPs that reduce volume. Secondary preference is to employ filtration techniques, followed by rate control BMPs.

SECTION FOUR: Soil Boring Requirements

Prior to infiltration design, soil investigation activities are required to determine depth to groundwater. Mottled soil characteristics approved by the City may be used to indicate groundwater elevations. Percolation tests shall be completed and submitted to the City to verify the infiltration rates of the constructed BMPs.

Soil borings are required whenever infiltration/filtration BMPs are proposed. The following table identifies the number and depths of borings required for submittal. Boring locations must be shown on the proposed grading plan.

Table 2. Soil Boring Details.

PURPOSE OF SOIL BORING	SOIL BORING REQUIREMENTS		
	VOLUME MANAGEMENT BMP		
Depth to bedrock and/or groundwater	>2-ac tributary area: 10-feet		
	Below proposed BMP bottom		
	<2-ac tributary area: 5-feet Below proposed BMP bottom		
Infiltration Rate	5-feet below proposed BMP bottom		
Required # borings	BMP Area (ft ²)	Borings/Pits	Percolation Tests
	< 5000	1	5
	5000 to 10000	2	10
	>10000	4 ¹	20 ²

¹An additional soil boring or pit should be completed for each additional 5,000 ft² above 10,000 ft²

²An additional five permeameter tests should be completed for each additional 5,000 ft² above 15,000 ft²

At the City's discretion, additional borings and geotechnical reports or investigations may be required in areas where initial borings indicate concern of bedrock, groundwater, or other environmental factors

SECTION FIVE: Hydrology Modeling, Unified Sizing Criteria, and Detention and Discharge Rate Standards

5.1 Hydrology Modeling

The Natural Resources Conservation Service's Technical Release 55 "Urban Hydrology for Small Watersheds" (commonly referred to as TR-55) should be used for all runoff calculations. Curve numbers (CN) for each land use shall be chosen based on TR-55. Composite curve numbers shall be utilized in calculating runoff. Runoff calculations shall include a MSE III, 24-hr nested rainfall distribution based on Atlas 14 Volume 8 (including subsequent updates). Acceptable modeling software includes HydroCAD and XP-SWMM, unless otherwise approved by the City.

NOAA Atlas 14 precipitation depths resulting from the 1-, 2-, 10- and 100-year, 24-hour storm events shall be modeled for existing and proposed conditions. NOAA Atlas 14 precipitation depths for Brainerd are 2.29-in, 2.65-in, 3.88-in, and 6.27-in for the 1-, 2-, 10- and 100-year, 24-hour storm events, respectively.

5.2 Unified Sizing Criteria

The *MN Stormwater Manual* provides a unified sizing criteria for calculating various volumes and detention times important to rate control and general stormwater design. Those include recharge, water quality, channel protection, over bank flooding and extreme storm volumes. Refer to the Unified Sizing Criteria section of the *MN Stormwater Manual* for design guidance.

The designer shall give consideration to reducing the need for stormwater management system facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional water flow without compromising the integrity or quality of these natural features.

Stormwater storage facilities shall be designed to retain runoff from a 100-year critical duration rainfall event onsite without overtopping. A reduction of the required onsite storage capacity may be granted under the following circumstances:

- a. The site or any portion of the site is included as part of a larger City approved regional stormwater management plan.
- b. The site is adjacent to a City owned and maintained storm sewer system that drains to a regional stormwater storage facility and the site (or portion of) has been included as part of the contributing area for design of the system.
- c. The site contains topographic features that allow stormwater storage outside of the designated stormwater storage facility without inundating wetlands, causing adverse conditions or damage to adjacent properties.
- d. Other reasons as determined by the City Engineer.

The designer shall confer with the City Engineer to determine how much, if any, stormwater runoff from the site or any portion of the site has been accounted for in a pre- existing regional stormwater management plan or publicly maintained system.

5.3 Rate Control Standard

Discharge rates for the 1-, 2-, 10-, and 100-year, 24-hour storm events shall not be increased from existing as a result of proposed development, redevelopment, or change in use.

SECTION SIX: Volume and Water Quality Control Design and Construction

Stormwater treatment must be designed to remove eighty percent (80%) of total suspended solids (TSS) on an average annual basis. Stormwater treatment must also be designed to remove forty percent (40%) of total phosphorus (TP) on an average annual basis.

Treatment must be provided in on-site or regional systems and through a combination of BMPs, with highest preference given to green infrastructure techniques and practices (i.e., infiltration, evapotranspiration, reuse/harvesting, conservation design, urban forestry, green roofs, etc.) that will meet this requirement. The stormwater discharges of TSS and TP shall result in no net increase from pre-project conditions for new development projects.

For projects that create one-acre or more of new and/or fully reconstructed impervious surfaces:

New and redevelopment projects: retain on-site a volume of 1.1-inches from impervious surfaces.

Linear projects: retain on-site the larger of 1.1-inches from all new, or 0.55-inches from all new and fully reconstructed impervious surfaces (areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects and other pavement rehabilitation projects that do not alter the underlying soil material beneath the structure, pavement or activity are not considered full reconstruction. In addition, other maintenance activities such as catch basin and pipe repair/ replacement, lighting, and pedestrian ramp improvements shall not be considered fully reconstructed impervious surfaces. Reusing an existing building foundation and re-roofing of an existing building are not considered fully reconstructed). For linear projects with lack of right-of-way, easements or other permissions from property owners to install treatment systems that are capable of treating the total water quality volume on site, the project must maximize treatment through other methods or combination of methods before runoff is released to nearby surface waters. Alternative treatment options include: grassed swales, filtration systems, smaller ponds, or grit chambers. In all circumstances, a reasonable attempt must be made to obtain right-of-way during the project planning and all attempts of infeasibility must be recorded.

All volume control and infiltration BMPs must be designed following the design criteria found in the MN Stormwater Manual.

Projects must provide pre-treatment upstream of the infiltration area.

All water quality BMPs must use pre-treatment as their first level of treatment to protect the functioning of the main BMP.

Determine appropriate pretreatment options using the [Pretreatment Practice Selection Tool](#) provided by the Minnesota Protection Agency or refer to the MN Stormwater Manual.

Volume and water quality BMPs may be designed either by designing to the specified volume of runoff (as described above) indirectly, or directly via the MIDS Calculator, P8 or WinSLAMM (which calculate pollutant reductions of a BMP design).

Table 3 describes recommended options for Stormwater infiltration BMPs considering their contributing drainage areas.

Table 3. Infiltration Best Management Practice Design Considerations.

Stormwater BMP	Recommended Drainage Area	Notes
Bio infiltration Basin	5 acres or less	Bioinfiltration basins must meet the required 48-hour drawdown time and must be sized in order to allow for adequate maintenance. It is HIGHLY RECOMMENDED that bioinfiltration basins be designed to prevent high levels of bounce as submerging vegetation may inhibit plant growth. A maximum wet storage depth of 1.5 feet is HIGHLY RECOMMENDED.
Dry Swale with Check Dams	5 acres or less	
Dry Well Synonym: Infiltration Tube, French Drain, Soak-Away Pits, Soak Holes	1 acre or less (rooftop only)	
Infiltration Basin	50 acres or less	A natural or constructed impoundment that captures, temporarily stores and infiltrates the design volume of water into the surrounding naturally permeable soil over several days. In the case of a constructed basin, the impoundment is created by excavation or embankment.
Infiltration Trench	5 acres or less	
Permeable Pavement	It is RECOMMENDED that external contributing drainage area not exceed the surface area of the permeable pavement. It is HIGHLY RECOMMENDED that external contributing drainage area not to exceed twice the surface area of the permeable pavement	It is RECOMMENDED that external drainage area be as close to 100% impervious as possible. Field experience has shown that drainage area (pervious or impervious) can contribute particulates to the permeable pavement and lead to clogging. Therefore, sediment source control and/or pretreatment should be used to control sediment run-on to the permeable pavement section.
Tree Trench/Tree Box	Up to 0.25 acres per tree	
Underground Infiltration	10 acres or less	Though feasible, larger underground infiltration systems may cause groundwater contamination as water is not able to infiltrate through a surface cover. In addition, wind flocculation, UV degradation, and bacterial degradation, which provide additional treatment in surface systems, do not occur in underground systems. Because performance research is lacking for larger features, it is HIGHLY RECOMMENDED that the contributing drainage area to a single device not exceed 10-acres.

SECTION SEVEN: Rate Control (Detention) Basin Design and Construction

Discharge rates shall not increase from existing to proposed for the 1-, 2-, 10-, and 100-year, 24-hour storm events for proposed development, redevelopment, or change in use.

Compound outlet devices, restrictors, orifices, weirs, and other methods of reducing discharge rates are acceptable to the City. No orifice having a diameter less than four inches (4") is allowed in the design of rate control structures within the City. If a lower discharge rate is required a weir may be used to meet the requirements.

No clogging factors are to be assumed for the design of rate control structures or devices.

The City requires skimmers or other devices, with the intent to remove floatables, in the construction of new pond outlets and the addition of skimmers to existing systems whenever feasible and practical. The designs shall provide skimmers that extend a minimum of four inches (4") below the water surface. Wood skimmers are not allowed.

SECTION EIGHT: Underground Basin Requirements

The City encourages underground water quality treatment BMPs to attain TSS and TP removal requirements and underground rate and volume control BMPs to meet design standards when above ground BMPs are not feasible. Refer to the Minnesota Stormwater Manual for underground BMP design criteria. The City requires a 3-foot separation from the seasonally high groundwater as identified in section three.

The City requires underground BMP owners to collect and submit yearly maintenance and inspection reports for each underground BMP installed as a part of a new development, redevelopment, or change in use. See Section Eleven for more information.

SECTION NINE: Inlets, Outlets, Lowest Adjacent Grade (LAG), and Emergency Overflows

9.1 Inlets & Outlets

Inlet pipes of stormwater ponds shall be extended to the pond normal water level whenever possible.

Discharge velocity into a pond at the outlet elevation shall be six (6) fps or less during the design storm, as determined in Section Ten. Riprap protection, or other appropriate energy dissipation practice, is required at all inlet pipes into ponds from the NWL to the pond bottom. Where outlet velocities to ponds exceed six (6) fps during the design storm, the outlet and erosion control design should be based on the unique site conditions present. Submergence of the outlet or installation of a stilling basin approved by the City is required when erosive outlet velocities are experienced.

During the design storm, outfalls with velocities greater than six (6) fps into channels requires energy dissipation or stilling basins. Outfalls with velocities of less than six (6) fps will require riprap protection.

All rip rap aprons shall be designed to the applicable MnDOT standard plate, considering pipe shape and material.

9.2 Lowest Adjacent Grade & Emergency Overflows

The Lowest Adjacent Grade (LAG) is defined as the elevation of the lowest point of any structure, public or private road, gas or liquid above ground storage tank, or other sensitive resource adjacent to or downstream of any inundation area or stormwater BMP. The City Engineer shall have final determination on whether a structure or road shall be considered as the LAG.

The 100-year, 24-hour high water level within any designed stormwater pond, infiltration or filtration basin, or any other stormwater BMP shall be a minimum of 3 vertical feet lower than the LAG.

An Emergency Overflow (emergency outlet) from ponding areas shall be installed a minimum of eighteen inches (1.5') below the LAG and shall be designed to have a capacity to overflow water at an elevation below the LAG

at a rate not less than the anticipated 100-year peak inflow rate to the basin, or three (3) times the 100-year peak discharge rate from the basin, whichever is greater.

A constructed inundated area, stormwater BMP, or other discharge point that is considered to be landlocked, or with no constructed outlet or emergency overflow, shall maintain a minimum of 3 feet of freeboard above the 100-year peak HWL.

SECTION TEN: Storm Sewer Design

Designers should utilize MnDOT standard plates and details for storm sewer infrastructure, with alternative designs approved by the City. Reference State Aid Rules, the MnDOT Drainage Manual, and the Minnesota Stormwater Manual for all storm sewer design criteria, with the exception of, or in addition to, the following:

Trunk, lateral, and collector systems shall be designed for the 10-year rainfall event. The 10-year storm Hydraulic Grade Line shall be kept within the pipe. The 100-year storm Hydraulic Grade Line shall be kept below the surface. Minimum allowable pipe size is 12-inch. Plastic pipe is not allowed unless otherwise approved by the City.

Trunklines and manholes shall not be located under the center of the road. A minimum of 5’ of horizontal offset is required from water and sanitary lines, edge of pipe to edge of pipe. Designers shall keep manhole casting locations outside of wheelpaths unless necessary.

The following table shall be used for the calculation of peak rates using the rational method:

<u>Cover Type</u>	<u>Runoff Coefficient</u>
Single-family residential	0.4
Multi-family residential	0.5
Commercial	0.7
Industrial	0.7
Parks, open space	0.2
Impervious Areas, Ponds, wetlands	1.0

For collection systems not designed to meet rate control standards (e.g., catch basins) a clogging factor of fifty percent (50%) will be utilized in sizing intake structures.

Catch basins shall be located immediately upstream of intersections, bridges, bridge underpasses, sidewalks, and other areas where gutter flow may inhibit traffic or pedestrian use or may cause other safety issues, including freeze-thaw cycle. Designers shall consider snow storage locations and ensure proper snow melt collection can occur during the freeze-thaw cycle. Catch basins shall receive a 1’ sump.

Manhole or catch basin spacing shall not exceed 400 feet.

SECTION ELEVEN: Construction Timeline, Inspection and Maintenance Access

A maintenance agreement shall be completed, specifying the owner as the responsible party for long-term maintenance. Payments will not be accepted in lieu of the construction project meeting the TSS and TP

treatment standards.

No private stormwater facilities will be approved unless a maintenance plan is provided that defines how access will be provided, who will conduct the maintenance, the type of maintenance and the maintenance intervals. At a minimum, all private stormwater facilities shall be inspected annually and maintained in proper condition consistent with the performance goals for which they were originally designed and as executed in the Stormwater Facilities Maintenance Agreement. All maintenance agreements must be approved by the City and recorded at the Crow Wing County Recorder's Office prior to final plan approval. At a minimum, the maintenance agreement will describe the following inspection and maintenance obligations:

- a. The party who is permanently responsible for inspections and maintenance of the structural and nonstructural measures. Pass responsibilities for such maintenance to successors in title.
- b. Allow the City and its representatives the right of entry for the purposes of inspecting all permanent stormwater management systems.
- c. Allow the City the right to repair and maintain the facility, if necessary maintenance is not performed after proper and reasonable notice to the responsible party of the permanent stormwater management system. The cost will be assessed to the owner.
- d. Stipulate that if site configuration or structural stormwater BMPs change, causing decreased structural stormwater BMP effectiveness, new or improved BMPs shall be installed.
- e. Access to all stormwater facilities must be inspected annually and maintained as necessary. The designer shall obtain all necessary easement or other property interests to allow access to the facilities for inspection or maintenance for both the responsible party and the City.

New stormwater management BMPs constructed as part of private development may be covered by drainage and utility easements or outlots that are dedicated to the City. Maintenance access paths to stormwater BMPs, where applicable, must be a minimum of 8' wide.

APPENDIX

MIDS Design Sequence Flow Chart

TR-55 Curve Number Tables

MIDS DESIGN SEQUENCE FLOW CHART

version 6.18.13

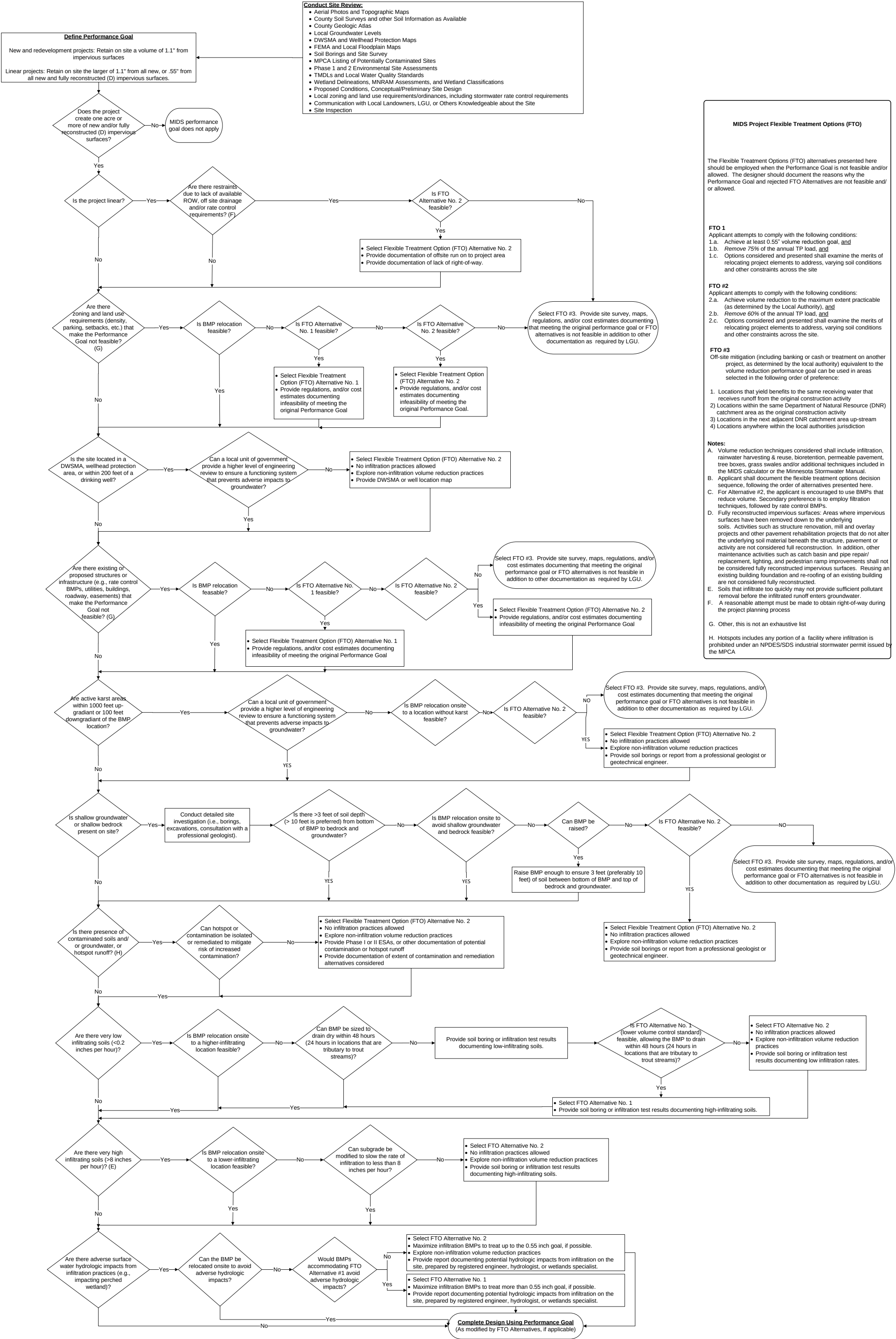


Table 2-2a Runoff curve numbers for urban areas ^{1/}

Cover description		Curve numbers for hydrologic soil group			
Cover type and hydrologic condition	Average percent impervious area ^{2/}	A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) ^{3/} :					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) ^{4/}		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas					
(pervious areas only, no vegetation) ^{5/}		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

¹ Average runoff condition, and $I_a = 0.2S$.² The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.³ CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.⁴ Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.⁵ Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

Table 2-2b Runoff curve numbers for cultivated agricultural lands ^{1/}

Cover description			Curve numbers for hydrologic soil group			
Cover type	Treatment ^{2/}	Hydrologic condition ^{3/}	A	B	C	D
Fallow	Bare soil	—	77	86	91	94
	Crop residue cover (CR)	Poor	76	85	90	93
		Good	74	83	88	90
Row crops	Straight row (SR)	Poor	72	81	88	91
		Good	67	78	85	89
	SR + CR	Poor	71	80	87	90
		Good	64	75	82	85
	Contoured (C)	Poor	70	79	84	88
		Good	65	75	82	86
	C + CR	Poor	69	78	83	87
		Good	64	74	81	85
	Contoured & terraced (C&T)	Poor	66	74	80	82
		Good	62	71	78	81
Small grain	SR	Poor	65	76	84	88
		Good	63	75	83	87
	SR + CR	Poor	64	75	83	86
		Good	60	72	80	84
	C	Poor	63	74	82	85
		Good	61	73	81	84
	C + CR	Poor	62	73	81	84
		Good	60	72	80	83
	C&T	Poor	61	72	79	82
		Good	59	70	78	81
Close-seeded or broadcast legumes or rotation meadow	C&T+ CR	Poor	60	71	78	81
		Good	58	69	77	80
	SR	Poor	66	77	85	89
		Good	58	72	81	85
	C	Poor	64	75	83	85
		Good	55	69	78	83
	C&T	Poor	63	73	80	83
		Good	51	67	76	80

¹ Average runoff condition, and $I_a=0.2S$ ² Crop residue cover applies only if residue is on at least 5% of the surface throughout the year.³ Hydraulic condition is based on combination factors that affect infiltration and runoff, including (a) density and canopy of vegetative areas, (b) amount of year-round cover, (c) amount of grass or close-seeded legumes, (d) percent of residue cover on the land surface (good $\geq 20\%$), and (e) degree of surface roughness.

Poor: Factors impair infiltration and tend to increase runoff.

Good: Factors encourage average and better than average infiltration and tend to decrease runoff.

Table 2-2c Runoff curve numbers for other agricultural lands ^{1/}

Cover description		Curve numbers for hydrologic soil group			
Cover type	Hydrologic condition	A	B	C	D
Pasture, grassland, or range—continuous forage for grazing. ^{2/}	Poor	68	79	86	89
	Fair	49	69	79	84
	Good	39	61	74	80
Meadow—continuous grass, protected from grazing and generally mowed for hay.	—	30	58	71	78
Brush—brush-weed-grass mixture with brush the major element. ^{3/}	Poor	48	67	77	83
	Fair	35	56	70	77
	Good	30 ^{4/}	48	65	73
Woods—grass combination (orchard or tree farm). ^{5/}	Poor	57	73	82	86
	Fair	43	65	76	82
	Good	32	58	72	79
Woods. ^{6/}	Poor	45	66	77	83
	Fair	36	60	73	79
	Good	30 ^{4/}	55	70	77
Farmsteads—buildings, lanes, driveways, and surrounding lots.	—	59	74	82	86

¹ Average runoff condition, and $I_a = 0.2S$.² *Poor:* <50% ground cover or heavily grazed with no mulch.*Fair:* 50 to 75% ground cover and not heavily grazed.*Good:* > 75% ground cover and lightly or only occasionally grazed.³ *Poor:* <50% ground cover.*Fair:* 50 to 75% ground cover.*Good:* >75% ground cover.⁴ Actual curve number is less than 30; use CN = 30 for runoff computations.⁵ CN's shown were computed for areas with 50% woods and 50% grass (pasture) cover. Other combinations of conditions may be computed from the CN's for woods and pasture.⁶ *Poor:* Forest litter, small trees, and brush are destroyed by heavy grazing or regular burning.*Fair:* Woods are grazed but not burned, and some forest litter covers the soil.*Good:* Woods are protected from grazing, and litter and brush adequately cover the soil.

Table 2-2d Runoff curve numbers for arid and semiarid rangelands ^{1/}

Cover description		Curve numbers for hydrologic soil group			
Cover type	Hydrologic condition ^{2/}	A ^{3/}	B	C	D
Herbaceous—mixture of grass, weeds, and low-growing brush, with brush the minor element.	Poor		80	87	93
	Fair		71	81	89
	Good		62	74	85
Oak-aspen—mountain brush mixture of oak brush, aspen, mountain mahogany, bitter brush, maple, and other brush.	Poor		66	74	79
	Fair		48	57	63
	Good		30	41	48
Pinyon-juniper—pinyon, juniper, or both; grass understory.	Poor		75	85	89
	Fair		58	73	80
	Good		41	61	71
Sagebrush with grass understory.	Poor		67	80	85
	Fair		51	63	70
	Good		35	47	55
Desert shrub—major plants include saltbush, greasewood, creosotebush, blackbrush, bursage, palo verde, mesquite, and cactus.	Poor	63	77	85	88
	Fair	55	72	81	86
	Good	49	68	79	84

¹ Average runoff condition, and $I_a = 0.2S$. For range in humid regions, use table 2-2c.² Poor: <30% ground cover (litter, grass, and brush overstory).

Fair: 30 to 70% ground cover.

Good: > 70% ground cover.

³ Curve numbers for group A have been developed only for desert shrub.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Ratify Hiring of 2023 Winter Temporary Employees

Agenda	Action Requested:
☒ CONSENT AGENDA	☒ Approve/Deny Motion
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading
☐ MAIN AGENDA	☐ Direction Requested
	☐ Discussion Item
	☐ Hold Public Hearing*
	<i>*provide copy of published hearing notice</i>

Submitted by: Kris Shubert

Department: Human Resources

Presenter: Kris Schubert

Estimated Time Needed: 1 minute

Summary of Issue:

Attached is a listing of 2023 winter temporary employees that have currently received a conditional job offer and have successfully completed their background checks.

Alternative, Options, Effects on Others/Comments:

Pursuant to MN Statute, seasonal assignments are limited to 67 working days per calendar year or 100 working days per calendar year if the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

Recommended Action/Motion:

N/A - included on the consent calendar.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain) The wages for these positions are included in the 2023 budget.

2023 Temporary Employee List

Name	Job Title	Date of Hire	Hourly Rate	Budgeted Wage
Gillian Middagh	Warming House Attendant	12/28/2022	\$15.00	\$14.00 - \$16.00
David Bade	Warming House Attendant	12/29/2022	\$15.00	\$14.00 - \$16.00
Terry Berger	Warming House Attendant	12/29/2022	\$15.00	\$14.00 - \$16.00
Tim Boeder	Warming House Attendant	12/27/2022	\$15.00	\$14.00 - \$16.00
Ashton Koering	Warming House Attendant	12/27/2022	\$15.00	\$14.00 - \$16.00
Chuck Smith	Warming House Attendant	12/27/2022	\$15.00	\$14.00 - \$16.00

Submitted for consideration at January 3, 2023 Council Meeting



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Ratify the Hiring of Assistant Planner Dylan Edwards

Agenda	Action Requested:
☒ CONSENT AGENDA	☒ Approve/Deny Motion
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading
☐ MAIN AGENDA	☐ Direction Requested
	☐ Discussion Item
	☐ Hold Public Hearing*
	<i>*provide copy of published hearing notice</i>

Submitted by: Kris Schubert & James Kramvik

Department: HR/Community Development

Presenter: Kris Schubert

Estimated Time Needed: 2 minutes

Summary of Issue:

We received 10 applications for the Assistant Planner position with 2 qualifying candidates who were interviewed. Staff offered the position to Dylan Edwards who will start on January 9, 2023, on Step 1 (\$27.08 per hour).

Alternative, Options, Effects on Others/Comments:

Recommended Action/Motion:

Authorize the hiring of Dylan Edwards effective January 9, 2023; further, that he be placed on Step 1 of the Assistant Planner wage grid (\$27.08 per hour).

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain) This position was included in the City's 2023 budget.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Appoint Two Council Members to the Joint Wastewater Management Board

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Bergman and Wicklund

Department: Admin

Presenter: Todd Wicklund, BPU Finance Director

Estimated Time Needed: 5 Minutes

Summary of Issue:

In 2007, the City of Brainerd and Baxter entered into a Sewer Use and Capacity Agreement for the Waste Water Treatment Plant (WWTP) - see attached. The construction of the WWTP was substantially funded by a loan with the State of Minnesota Public Finance Authority Fund. At that time, Sewer System Ordinances were adopted by both city's. In the Agreement, both City's have agreed to establish a Joint Wastewater Management Board (WWMB) with representatives from both to oversee the financial operations of the WWTP. This Board has never formerly met.

Alternative, Options, Effects on Others/Comments:

The intent is to have two Brainerd City Council members, two Baxter City Council members and the BPU Commission President on the WWTB. The WWTB is an advisory board.

Recommended Action/Motion:

Appoint two City Council members to the Wastewater Treatment Board.

Financial Impact:

Is there a cost associated with this request:

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

SEWER USE AND CAPACITY AGREEMENT

Between:

CITY OF BRAINERD and CITY OF BAXTER

CONTRACT DATE: ^{November 27} ~~JULY 17, 2007~~ 

AGREEMENT

This Agreement is made and entered into by and between the **City of Baxter**, a Minnesota municipal corporation, herein called "Baxter," and the **City of Brainerd** and its Public Utilities Commission (BPU), a Minnesota municipal corporation, herein called "Brainerd". Brainerd and Baxter shall be collectively referred to as the "Parties" or individually referred to as a "Party" to this Agreement.

RECITALS

- A. Brainerd owns and operates a Wastewater Treatment Plant, which was constructed to serve the needs of the greater Brainerd/Baxter community for the treatment of sanitary sewage (the "WWTP"). The WWTP is located at 8027 Highland Scenic Road, Baxter, MN.
- B. The WWTP construction was substantially funded by federal and state construction grants. In compliance with those grants, the requirements of the *"Federal Water Pollution Control Act Amendments of 1972"* (Public Law 92-500), 86 Stat. 816, and the regulations issued pursuant to said Act, both Brainerd and Baxter have adopted a "Sewer System Ordinance" controlling the discharge of sewage into its Sanitary Sewer system and adopted a system of determining and levying user charges that will assure that each recipient of waste treatment service pays its proportionate share of the costs of operation, maintenance, and replacement of the WWTP.

- C. Brainerd and Baxter have agreed to expand the WWTP to respond to the growing demands of the community for wastewater treatment services and have established a Joint Wastewater Management Board with representatives from the two Parties to oversee the financial operations of the Expanded WWTP and its expansion by the Brainerd Public Utilities.
- D. Baxter does not anticipate acquisition or construction of a wastewater treatment facility for the sanitary wastewater generated by its users, but plans to discharge wastewater to the Expanded WWTP for the period of this Agreement. Baxter will notify Brainerd if it intends to construct or acquire its own wastewater treatment facility for treatment of wastes that would otherwise be subject to this Agreement.
- E. Baxter will purchase and own one-third share of the Expanded WWTP's Capacity, and Brainerd will own and operate the Expanded WWTP and own two-thirds of the Expanded WWTP's Capacity. The proportions allocated to the Parties shall be as shown by Table A.

COVENANTS

NOW, THEREFORE, in consideration of the recitals made a part of this Agreement hereby, and other mutual obligations of the Parties herein expressed, Baxter and Brainerd do agree as follows:

1. Definitions

For the purpose of this Agreement, the words, terms, and abbreviations used herein shall have the meanings as set out below.

- A. "1979 Contract" is that certain May 7, 1979 Contract for the Interconnection of Sanitary Sewage Systems and Use of Wastewater Treatment Facilities by and between The Cities of Brainerd and Baxter, Crow Wing County, Minnesota, and all amendments thereto, including but not limited to the Second Amendment to the 1979 Contract, also known as the "Interim Agreement" dated January 17, 2006.
- B. "Annual Average (AA) Flow" refers to the total flow over a one-year period divided by the number of days in that given year.
- C. "Average Daily Flow (ADF)" of wastewater shall mean the total measured daily volume recorded by a properly operating and calibrated sewage meter and shall be based on any calendar month average.
- D. "Average Wet Weather (AWW) Flow" is the daily average flow for the wettest 30 consecutive days.
- E. "Capacity" means the design Hydraulic, CBOD, TSS, Mercury, and TP treatment capacities of the Expanded WWTP as shown by Table A, or as established in the NPDES Permit, or the actual operating capacity of the Expanded WWTP, whichever is greater; provided, however, that the greater amount does not violate the NPDES Permit.
- F. "Capital Costs" means the initial design, permitting and construction costs for expanding the WWTP, less any grant dollars received by either Party relating to the Expanded WWTP. The following costs

incurred by Brainerd for expansion of the WWTP shall be included as Capital Costs: the facility plan, the environmental assessment worksheet, MPCA permitting costs, permitting fees, preparing the NPDES Permit application, preparing detailed plans and specifications, preparing specifications for and selecting SBR equipment, negotiating with regulatory agencies, preparing grant or loan applications by Baxter or Brainerd, administering grants or loans by Baxter or Brainerd, advertising and selecting a construction contractor, Expanded WWTP design and construction costs, including change orders, preparing operation and maintenance manuals, conducting bench tests, pilot testing, startup costs, undertaking other construction administration and administrative tasks related to overseeing the expansion of the WWTP, and, as addressed in a separate agreement between the parties, Expanded WWTP financing and bonding costs.

Where:

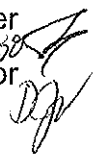
- i. Flow Component Cost is Thirty Percent (30%) of the Capital Cost.
- ii. Biological Component Cost is Thirty Percent (30%) of the Capital Cost.
- iii. Solids Component Cost is Thirty Percent (30%) of the Capital Cost.
- iv. Phosphorus Component Cost is Ten Percent (10%) of the Capital Cost.

Excluded from Capital Costs are all legal, engineering and other costs relating to negotiations between Brainerd and Baxter for this

Agreement, the January 16, 2006 Second Amendment to the 1979 Contract, the facilitation of issues between the Cities of Baxter and Brainerd, and associated personnel and other administrative costs of the City of Brainerd or its Brainerd Public Utility.

- G. "CBOD" means Carbonaceous Biochemical Oxygen Demand, a parameter that measures the amount of oxygen that will be consumed by microorganisms during the biological reaction of oxygen with organic material. For purposes of this Agreement, "Average CBOD" hereafter refers to any calendar month average of CBOD influent into the Expanded WWTP.
- H. "Excess Operating Charge" means a fee assessed either Party should its monthly average discharge to the Expanded WWTP exceed the flow, loadings or concentrations defined by Table B. The Excess Operating Charge shall be equal to 2 times the current cost per gallon for flow, 2 times the current cost per pound for loading, and 5 times the current cost per pound for strength (500 mg/L for CBOD and TSS and 12 mg/L for TP) of the parameter exceeded, as applicable. The Excess Operating Charge shall be calculated by rounding excess flows to the closest 1,000 gallon increment and loadings to the closest pound increment. An Excess Operating Charge shall only be assessed on the portion of the volume, mass, and concentrations of each component (flow, BOD, TSS, TP and Mercury) that exceeds the design parameters defined in Table B and shall be assessed on a calendar month basis.
- I. "Excess Capital Charge" means a fee assessed either Party should its monthly average discharge to the Expanded WWTP exceed the flow or loading defined by Table B under the following circumstances. The Excess Capital Charge shall be assessed on

the individual portion of the volume, mass, and concentrations of each component (flow, BOD, TSS, TP and TM) that exceeds the design parameters defined in Table B on a monthly average. The Excess Capital Charge shall be equal to one tenth of the cost per gallon or cost per pound (total Capital Cost divided by total Capacity) times the excess flow or loading for the parameter exceeded. The Excess Capital Charge shall be assessed if a Party exceeds the flow or loading for the same parameter in Table B on a monthly average for a cumulative total of six times within a twelve-month rolling period. A monthly average exceedance in a given month can be used to assess an Excess Capital Charge only one time; therefore, no exceedance can be used to assess an Excess Capital Charge in more than one twelve-month rolling period. Excess Capital Charges shall not be assessed more than twice per calendar year. Examples of the formula used for applying the Excess Capital Charge defined hereby are set forth in Appendix A, attached hereto and made a part of this Agreement.

- J. "Expanded WWTP" means the improved, constructed WWTP with sequencing batch reactor technology substantially as reflected in the Facilities Plan dated October 2005 as amended, and as further defined in the detailed Plans and Specifications ^{(July 2, 2007) Design} prepared for construction upgrade of the WWTP. 
- K. "Initiation of Operation" means (i) the date on which the Expanded WWTP begins to treat wastewater and the rotating biological contactors are removed from service; or (ii) the date of initiation of operation as referenced in the NPDES Permit, whichever is earlier.
- L. "Mercury" means the element mercury in both solid and dissolved state which is a laboratory measurement of the quantity of mercury

in wastewater. "TM" means the loading of both solid and dissolved Mercury in the influent discharged into the Expanded WWTP in any calendar month.

- M. "Mercury Minimization Plan" means a plan adopted by BPU and approved by the Minnesota Pollution Control Agency ("MPCA") that sets Mercury reduction goals for the WWTP users, contains an implementation plan to meet the reduction goals, and evaluates the WWTP's Mercury treatment potential.
- N. "NPDES Permit" means the then effective National Pollutant Discharge Elimination System/State Disposal System Permit issued by the MPCA under the authority of the federal Clean Water Act and Minnesota counterpart authorizing a discharge of pollutants to the Mississippi River for the wastewater discharge from the Expanded WWTP.
- O. "Operating Costs" means the expenditures incurred within a fiscal year that are necessary to provide for the dependable, economical and efficient functioning and preservation of the operations of the Expanded WWTP in a manner to preserve its operability and that meet NPDES Permit limits. Operating costs shall include: administration expenses, equipment replacement funds, permit and license renewal fees, vehicle expenses, operator wages and overhead costs, insurance expenses, garbage disposal, electric, gas, communications, SCADA and telephone utility costs, chemical costs, heating and cooling, office supplies, equipment repair costs, chemical costs, sludge hauling and disposal costs. Expanded WWTP consumables such as office supplies and laboratory chemicals and equipment, and all other expenditures necessary to operate the Expanded WWTP.

Where:

- a. Flow Treatment Cost is Thirty Percent (30%) of the Operating Costs.
 - b. Biological Treatment Cost is Thirty Percent (30%) of the Operating Costs.
 - c. Solids Treatment Cost is Thirty Percent (30%) of the Operating Costs.
 - d. Phosphorus Treatment Cost is Ten Percent (10%) of the Operating Costs.
- P. "Peak Hourly Wet Weather (PHWW) Flow" means the largest volume of flow received during a one-hour period anytime during this contract period, expressed in million gallons per day.
- Q. "Peak Instantaneous Wet Weather (PIWW) Flow" means the largest volume of flow received anytime during this contract period expressed in million gallons per day.
- R. "Phase I Upgrade" means construction of an upgrade to the WWTP to increase its AWW design flow to 6.0 million gallons per day.
- S. "Phase II Upgrade" means construction of an upgrade to the Expanded WWTP to increase its AWW design flow to 7.5 million gallons per day.
- T. "Phosphorus Minimization Plan" means a plan adopted by BPU and approved by the MPCA that sets phosphorus reduction goals for the WWTP users, contains an implementation plan to meet the reduction goals, and evaluates the WWTP's phosphorus treatment potential.

- U. "Sanitary Sewer" means a pipe or conveyance system, which carries sewage, and to which storm, surface and ground waters are not intentionally admitted.
- V. "Third Party" means a public or private entity other than the Parties.
- W. "Third Party Offer" means a good faith offer by a Third Party to purchase or otherwise acquire the Expanded WWTP, any portion of the Capacity in the Expanded WWTP, the real estate beneath the Expanded WWTP, or the rights to operate the Expanded WWTP.
- X. "TP" means Total Phosphorous, which is a laboratory measurement of the quantity of phosphorous in wastewater. "Average TP" means the average of TP influent into the Expanded WWTP in any calendar month.
- Y. "TSS" means Total Suspended Solids, which is a laboratory measurement of the quantity of solid material suspended in wastewater. "Average TSS" means the average of TSS influent into the Expanded WWTP in any calendar month.

2. Effective Date of this Agreement.

This Agreement shall be binding when signed by all Parties and, unless otherwise provided herein, shall remain executory until the Initiation of Operation date of the Expanded WWTP. On the Initiation of Operation date, this Agreement shall supersede the 1979 Contract in its entirety and the 1979 Contract will have no effect. Except as otherwise provided herein, prior to the Initiation of Operation date, the 1979 Contract and amendments thereto, if any, adopted after the effective date of this Agreement, shall be the operative agreement between the Parties concerning use of the WWTP.

3. Rights, Term, and Termination

- A. Subject to the terms and conditions of this Agreement, the Parties may extend their Sanitary Sewer systems to properties within their respective corporate limits, as they determine to be in their respective best interests. All Sanitary Sewer systems and flows collected by extensions made to a Party's Sanitary Sewer system after the Initiation of Operation date, shall be fully subject to this Agreement.

- B. This Agreement shall be effective for as long as the Expanded WWTP operates, unless terminated by mutual agreement of the Parties or by a substantial and continuing breach of this Agreement, without a timely cure by the breaching Party. A breach shall be deemed substantial only if a Party's violation(s) of the terms of this Agreement causes a violation of an enforceable limit in the NPDES Permit or threatens the health, safety, and welfare of the public of either Party. A breach shall be continuing if it cannot be timely cured. Unless an immediate and substantial threat to the health or safety of the public is created by the breach, the alleged breaching Party shall be given a minimum of one hundred eighty (180) days following receipt of written notice of the breach to timely cure. The non-breaching Party shall give written notice of the alleged breach, which shall contain a detailed description of the alleged breach and provide a date by which the breach must be cured. If an immediate and substantial threat to the public is created by the breach, the alleged breaching Party shall be given written notice of the breach and shall promptly cure. If the immediate and substantial threat to the public is not promptly cured, the non-breaching Party may pursue the legal and equitable remedies available under Section 12.C, without first utilizing the dispute resolution procedures of Section 12.B.

- C. If a substantial and continuing breach remains uncured for a minimum of one hundred eighty (180) days after the breaching Party receives notice of the breach, or the period provided for cure, whichever is longer, the non-breaching Party may give the alleged breaching Party notice of termination of the Agreement. Notice of termination shall state the termination date of the Agreement in writing, which shall be not less than sixty (60) months after the notice of termination is delivered to the Party allegedly committing the substantial and continuing breach. A Party may challenge a notice of termination as provided in Section 12 of this Agreement. Delivery of the notice of termination for an alleged immediate and substantial threat allows the allegedly breaching Party to pursue the legal and equitable remedies available under Section 12.C without first utilizing the dispute resolution procedures of Section 12.B.

4. Sale, Expansion or Transfer

- A. Brainerd agrees to inform Baxter of any planned expansion of its treatment facilities that serve or could serve Baxter, and to offer to include additional capacity or space for Baxter in said facilities, subject to Baxter participating on a proportionate basis in the cost of the expansion. Similarly, Baxter agrees to offer to include additional capacity or space for Brainerd in the expansion of any treatment facilities that serve or could serve Brainerd, subject to Brainerd participating on a proportionate basis in the cost of the expansion.
- B. Neither Party shall accept a Third Party Offer from a Third Party located within the other Party's corporate limits, except a Third Party Offer to purchase or operate the entire Expanded WWTP and

subject to the provisions of Sections 4.C through 4.E immediately below.

- C. Neither Party shall accept a Third Party Offer without first extending a right of first refusal to the other Party at the same price and on the same terms and conditions as contained in the Third Party Offer, subject to any appropriate price reduction adjustment for previous investments of Capital Costs in the Expanded WWTP; provided, however, that either Party shall have at least sixty (60) days from exercising this right of first refusal to close on the purchase. This right of first refusal shall not apply to the placing of bona fide mortgages or security interests against the Expanded WWTP or its real property.
- D. The Parties' notice to each other pursuant to the immediately preceding paragraph shall be in writing, shall be delivered to the current address of the receiving Party for the giving of notices and shall include the identity and address of the Party making the Third Party Offer and a complete copy of the Third Party Offer. The Party receiving the notice shall have thirty (30) days from receipt of the notice in which to notify the other Party of its election to purchase the property or other interests covered by the Third Party Offer. If the noticed Party fails to notify the other Party within the thirty (30) day period that it elects to purchase the property or other interests covered by the Third Party Offer, the first refusal right shall no longer apply to that specific Third Party Offer. However, the Parties' rights of first refusal shall continue in full force and effect and shall apply to any subsequent Third Party Offers received by the Parties during the term of this Agreement.

- E. Brainerd may not sell or otherwise transfer the Expanded WWTP or any rights or responsibilities to operate the Expanded WWTP unless such purchaser, transferee or operator agrees to assume and is assigned this Agreement, in whole, and all rights and responsibilities thereunder on behalf of Brainerd.
- F. Neither Party shall extend or connect its sanitary sewer into the other Party's corporate limits without that Party's consent.

5. Compliance with Applicable Laws

- A. By the Initiation of Operation date, the Parties shall have adopted, and shall maintain and enforce the following in such a manner as to comply with the *Federal Water Pollution Control Act Amendments of 1972* (Public Law 92-500) particularly Title II, Section 204(b) (1) and the Federal Regulations as contained in the Federal Register Volume 39, No. 29, dated February 11, 1974, and the amendments thereto.
 - i. An independent system of charges to assure that each recipient of waste treatment services within its jurisdiction will pay its proportionate share of the costs of operation and maintenance of the Expanded WWTP.
 - ii. An Ordinance pertaining to the use of the Sanitary Sewer complying with Public Law 92-500 and at least as restrictive as Section 700 of the Brainerd City Code, as it exists as of the Effective Date. Said Ordinance shall also require that new sewers and connections to the Sanitary Sewer system are designed and constructed in accordance with

Recommended Standards for Wastewater Facilities (Ten State Standards) and requirements of the MPCA.

- B. Baxter and Brainerd will comply with all applicable state and federal laws in the construction, maintenance, and operation of their Sanitary Sewer systems.
- C. Brainerd agrees that expansion of the WWTP shall require issuance of a conditional use permit and building permit from the City of Baxter.

6. Discharge Limitations

- A. The Parties recognize that there is a finite design capacity to be provided by the Expanded WWTP as described in Table A, and therefore, subject to this Agreement, their respective rights to discharge sewage into the Expanded WWTP are limited by Table A.

TABLE A

		Brainerd	Baxter	Total
Flow (MGD)	AWW	4.00	2.00	6.00
	Annual Average	3.20	1.60	4.80
	Peak Hour	8.30	5.60	13.90
	Peak Instantaneous	8.80	5.60	14.50
	Average Daily Flow	4.00	2.00	6.00
CBOD (lbs/d) (The maximum concentration shall not exceed 500 mg/L)	AWW	8,000	4,000	12,000
	Annual Average	6,400	3,200	9,600
TSS (lbs/d)	AWW	8,000	4,000	12,000

(The maximum concentration shall not exceed 500 mg/L)	Annual Average	6,400	3,200	9,600
Total Phosphorus TP (lbs/d) (The maximum concentration shall not exceed 12 mg/L)	AWW Annual Average	280 140 420 [Based on NPDES Permit limit of 1 mg/L]		
Total Mercury TM (lbs/day)*		2/3 of Expanded WWTF Capacity TBD	1/3 of Expanded WWTF Capacity TBD	Total Expanded WWTF Capacity TBD

*TM concentration and Loading Limits pending MPCA review and approval of the Mercury Minimization Plan.

- B. The Parties' contributions shall not exceed the flow, or the mass loading or concentrations shown for CBOD, TSS, and TP shown in Table B without Excess Operating Charges or Excess Capital Charges.

TABLE B

		Brainerd	Baxter	Total
Flow (MGD)	Average Daily Flow	4.00	2.00	6.00
CBOD (lbs/d) (The maximum concentration shall not exceed 500 mg/L)		8,000	4,000	12,000

TSS (lbs/d) (The maximum concentration shall not exceed 500 mg/L)		8,000	4,000	12,000
Total Phosphorus TP (lbs/d) (The maximum concentration shall not exceed 12 mg/L)		280 [Based on NPDES Permit limit of 1 mg/L]	140 [Based on NPDES Permit limit of 1 mg/L]	420 [Based on NPDES Permit limit of 1 mg/L]
Total Mercury TM (lbs/day)*		2/3 of Expanded WWTF capacity TBD	1/3 of Expanded WWTF Capacity TBD	Total Expanded WWTF Capacity TBD

*TM concentration and Loading Limits pending approval of the MPCA.

C. If any of the following conditions in Sections 6.C.i through 6.C.v below occurs, then no later than thirty (30) days after the first day of the occurrence, Brainerd shall notify Baxter in writing and the parties shall promptly meet in good faith to formulate a plan to satisfy the future capacity needs of the Parties that may include, but is not limited to, re-allocation of Capacity between the Parties or commencing permitting and design of the Phase II Upgrade. If the Parties are unable to formulate a plan within ninety (90) days of notice, the provisions of Section 12 shall apply.

- i. Baxter's average wet weather flow first meets or exceeds 1.6 million gallons per day, or Brainerd's average wet weather flow first meets or exceeds 3.6 million gallons per day;

- ii. Baxter's average CBOD first meets or exceeds 2,560 pounds per day, or Brainerd's average CBOD first meets or exceeds 5,200 pounds per day;
- iii. Baxter's average TSS first meets or exceeds 2,560 pounds per day, or Brainerd's average TSS first meets or exceeds 5,200 pounds per day; or
- iv. Baxter's average TP first meets or exceeds 88 pounds per day, or Brainerd's average TP first meets or exceeds 145 pounds per day;
- v. Baxter's average TM loading first meets or exceeds 75% of the maximum concentration or loading then allowed to Baxter under this Agreement, or Brainerd's average TM loading first meets or exceeds 75% of the maximum concentration or loading then allowed to Brainerd under this Agreement.

D. Moratorium. The Parties intend to increase the Capacity of the Expanded WWTP to accommodate the growing wastewater treatment needs of the greater Brainerd-Baxter community. If, prior to January 1, 2015, any of the loading thresholds described in Section 6.C have been met and the Parties are not able or willing to sell additional Capacity to each other, or the Expanded WWTP achieves ninety percent (90%) of any parameter of its Capacity as established in Table A, then the following shall apply:

- i. Brainerd shall commence permitting and design of the Phase II Upgrade within (1) ninety (90) days from the last day of the month that the Expanded WWTP first operated at 90% of its Capacity, or (2) within one hundred eighty (180)

days from the last day of the month that the limits in Section 6.C were first met or exceeded, whichever occurs first; and

- ii. If the Expanded WWTP is operating at or above 90% of its Capacity and exceeds an enforceable NPDES Permit limit for the same parameter in at least two consecutive MPCA discharge monitoring reports, no new extensions to the Sanitary Sewer or to the Expanded WWTP shall occur until the construction of the Phase II Upgrade progresses to a point that the Expanded WWTP is able to treat additional Capacity.

7. Measuring Devices

- A. If a Party desires to connect to the other Party's sanitary sewer collection system at a location other than the Expanded WWTP, the Party desiring the connection will provide an automatic flow measuring and recording device with an integrator-totalizer at location(s) where sewage from the connecting Party's Sanitary Sewer system enters the other Party's Sanitary Sewer system. The location and terms of such a connection of the Parties Sanitary Sewers shall be governed by an amendment to this Agreement.
- B. Brainerd shall keep records and reports from any flow measuring devices at present and future connection locations and shall make such records available to Baxter.
- C. If any flow measuring devices fail at future connection locations, for the purpose of determining rates pursuant to this Agreement, the Parties will assume that during any period of failure of the measuring device, Average Daily Flow equals the average of the Average Daily Flow at that location for the same time period during

the three preceding years. If flows have changed significantly over the preceding three years, then an alternate method as mutually agreed by the Parties may be used to determine the flow during periods of failure of the measuring device.

- D. Brainerd shall retain the services of an independent testing agency that shall make inspections and perform calibrations of the flow-metering devices to maintain the accuracy of the devices. The inspections and calibrations shall occur at least annually, or at any other time either Party believes the flow-measuring device is not accurate. Cost for inspections other than the annual inspection shall be the responsibility of the Party requesting the inspection. A copy of all inspection and test results shall be provided to Baxter promptly after completion.
- E. The Parties may inspect flow measuring and recording devices at any reasonable time. In the event such a device fails, it shall be repaired or replaced within a reasonable time. Costs and expenses for these repairs shall be included in the annual Operating Costs allocated between the Parties. Baxter shall pay for the replacement of any device at future connection locations that fails more than three times in any calendar year, except the flow meter at the Expanded WWTP.

8. Inspections and Auditing

- A. The Parties shall have the right at all times to sample and test each other's sewage, including total influent, at the point of discharge to Brainerd's Sanitary Sewer systems and to the Expanded WWTP.
- B. All parts of the Expanded WWTP and all records, financial information and accounts relating to the matters covered by this

Agreement and applicable Sanitary Sewer System ordinances, shall be made available for inspection by Baxter at any reasonable time and shall be retained by Brainerd for a minimum of three years.

- C. Immediately after the Parties have duly executed this Agreement, both Parties will promptly copy or provide copies to each other of all future correspondence to and from the MPCA or other governmental agencies related to the Expanded WWTP, the NPDES Permit, or wastewater treatment.
- D. The Finance Directors of the Parties shall meet annually to review the Operating Costs Allocation and make recommendations to the Joint Wastewater Management Board for its review.

9. Testing and Sampling

- A. All sampling and testing shall be carried out according to customarily accepted practices and at times agreed upon by both Parties. CBOD, TSS, TP and TM tests shall be done monthly, or in accordance with the sampling schedule defined in the NPDES Permit, whichever is more frequent, utilizing 24-hour composite sampling. Other parameters may be added, if necessary for permit compliance, or enhanced operation of the Expanded WWTP.
- B. Both Parties will cooperate in performing any additional tests and sampling as may be required by a state or federal agency having jurisdiction over the Expanded WWTP and the Parties' Sanitary Sewer systems.
- C. Except as otherwise provided in this Agreement, any testing and sampling of the waste stream for operational purposes of the Expanded WWTP are considered as Operating Costs of the

Expanded WWTP. If either Party requests additional testing, any costs so incurred shall be at the sole expense of the Party requesting said additional testing. All testing shall be performed by a certified laboratory acceptable to the MPCA.

10. Operations

- A. Both Parties will at all times act diligently to keep their Sanitary Sewer systems and water pollution control facilities, including the Expanded WWTP, in good operating condition.
- B. Both Parties will continue efforts to reduce the inflow and infiltration entering into the Sanitary Sewer systems of their respective cities. Each Party will bear its own costs for taking such actions.
- C. Both Parties will take the necessary actions to reduce the fat, oil and grease, TP and TM loadings to the Expanded WWTP, by requiring sources of such loadings to install and regularly maintain fat/oil/water separators or other equipment designed to eliminate fat, oil and grease, TP and TM from the wastewater stream. Any such material removed prior to discharge to the Expanded WWTP shall be disposed of in an appropriate manner and not discharged to the Expanded WWTP. Each Party will bear its own costs for taking such actions.
- D. The Parties will cooperate with each other in the enforcement of their respective Sanitary Sewer system ordinances.
- E. Wastewater from Baxter or Brainerd shall not contain elements or compounds in such concentration that cause NPDES Permit violations or disrupt the operation of the Expanded WWTP.
- F. Within the timelines required by the NPDES Permit, BPU shall develop the Mercury Minimization and Phosphorus Minimization

Plans, provide draft plans to Baxter with at least ten (10) business days opportunity to comment on them, incorporate the reasonable comments of Baxter thereto, and submit them to the MPCA for approval.

- G. Each Party shall promptly reimburse the other Party for all actual costs the other Party incurs caused by the negligent acts or omissions of the Party. If both Parties are negligent, responsibility will be apportioned between them by agreement of the Parties or in accordance with Sections 12.B and 12.C.

11. Financial

The Parties shall pay Capital and Operating Costs of the Expanded WWTP as follows.

- A. Responsibility for shared Capital Costs shall be the following formula:

Brainerd = $\frac{2}{3}$ Flow Component Cost + $\frac{2}{3}$ Biological Component Cost + $\frac{2}{3}$ Solids Component Cost + $\frac{2}{3}$ Phosphorus Component Cost.

Baxter = $\frac{1}{3}$ Flow Component Cost + $\frac{1}{3}$ Biological Component Cost + $\frac{1}{3}$ Solids Component Cost + $\frac{1}{3}$ Phosphorus Component Cost.

The payment of these costs is addressed in a separate financing agreement between the Parties. If Brainerd terminates this Agreement, Baxter's obligation to pay Capital Costs shall be resolved according to the procedures in Section 12. If Baxter voluntarily elects to withdraw from this Agreement, Baxter shall be responsible to pay any unpaid portion of its Capital Costs on terms and conditions established by the Parties or under the procedures in Section 12.

- B. Responsibility for Operating Costs shall be allocated on a monthly basis based upon the Average Daily Flow and loadings according to the following formula:

Brainerd = Brainerd's ADF / Total ADF (Flow Component of the Operating Cost) + Brainerd's Average CBOD/Total Average CBOD (Biological Treatment Cost)+ Brainerd's Average TSS/Total Average TSS (Solids Treatment Cost)+ Brainerd's Average TP/Total Average TP (Phosphorus Treatment Cost).

Baxter = Baxter's ADF / Total ADF (Flow Component of the Operating Cost) + Baxter's Average CBOD/Total Average CBOD (Biological Treatment Cost)+ Baxter's Average TSS/ Total Average TSS(Solids Treatment Cost)+ Baxter's Average TP/Total Average TP(Phosphorus Treatment Cost).

Examples of the calculation of Operating and Capital Costs appear in Appendix A to this Agreement.

- C. Operating Costs, Excess Operating Charges and Excess Capital Charges, if any, shall be payable within 30 days of billing by Brainerd, and shall be subject to a late payment charge of 1.5% for each month or portion thereof overdue. Each bill or charge sent from Brainerd to Baxter shall include written or documentary evidence of all flows, and all analytical testing for CBOD, TSS, and TP, upon which Brainerd computed or calculated the charge.
- D. In the event of a dispute by the Parties as to the amount of Capital Cost or Operating Cost due BPU, payment shall be made to BPU as provided in Section 11.C above on all undisputed amounts.

- E. Disputes over Capital Costs and Operating Costs shall be heard before the Joint Wastewater Management Board, which shall make a recommendation to BPU as to resolution.
- F. It is the intent of this Agreement to provide for penalties to either Party for using more wastewater treatment plant capacity than the amount purchased in this Agreement.
- G. If either Party discharges wastewater to the Expanded WWTP that exceeds the AWW flow or loading limits described by Table B, the offending Party shall be liable to pay BPU an Excess Operating Charge in addition to the monthly Operating Costs. All Excess Operating Charges received by BPU shall be credited against the total Operating Costs. An example of the calculation of the Excess Operating Charge appears as Appendix B to this Agreement.
- H. An Excess Capital Charge as defined in this Agreement shall be assessed after written notice of such excess discharges and paid by the discharging Party to BPU. All Excess Capital Charges received by BPU from one Party shall be credited against the other Party's portion of the Capital Costs. Examples of the cumulative six-month determination and the calculation of the Excess Capital Charge appear as Appendix A to this Agreement.
- I. The assessment of Operating Costs under this Agreement shall begin on the Initiation of Operations date, and the formula for assessment of Operating Costs contained in the January 17, 2006, Second Amendment to the 1979 Contract shall terminate and be replaced by the formula set forth in this Agreement.
- J. In addition to the payment of Capital and Operating Costs as defined herein, the Parties agree that each Party shall bear sole responsibility for any fines or penalties assessed as a result of that

Party's individual actions and shall indemnify, defend and hold the other Party harmless for any fine or penalty.

12. Dispute Resolution

- A. If either Party can reasonably demonstrate that the terms of this Agreement are inequitable to it and the inequity is not due to the failure of either Party to perform under the terms of the Agreement, such Party may request modification of the terms or terms of the Agreement creating the inequity. The Parties shall negotiate proposed modifications to the Agreement in a good faith attempt to resolve the inequity; provided, however, that the failure to agree on a modification to eliminate or reduce the alleged inequity, after good faith negotiations, shall not, standing alone, qualify as a breach of the Agreement. If the Parties fail to resolve the issue after good-faith negotiations, the complaining party may only employ the Dispute Resolution procedure in Section 12.B.
- B. Except as otherwise provided on matters allegedly creating an immediate and substantial threat to the public, if the Parties cannot agree on a matter governed by this Agreement including matters described in Section 3.B of this Agreement, they shall first present the disputed issues to the Joint Wastewater Management Board at a special meeting called for that purpose. If either Party does not agree with the decision of the Board, the Party may, within ten (10) days of the Board's decision, appeal to the Brainerd Public Utilities Commission. The Commission shall decide the issue at a special meeting called for that purpose, unless the Parties agree to be heard at a regular meeting. If the dispute is still unresolved after the Commission's decision, the Parties shall mediate the issue. The Parties shall mutually select a mediator and share mediator

expenses equally. Any tentative agreement reached through mediation is not binding on the Parties unless ratified by the bodies with authority to act on behalf of the Parties.

- C. If the Parties are unable to resolve the dispute after good faith efforts to complete a prompt mediation process or if immediate and irreparable harm will result upon further delay, either Party may pursue any and all legal or equitable remedies available to it. The Parties hereby consent to the jurisdiction of Crow Wing County District Court. The Parties agree that the procedures set forth in Minnesota Statutes § 115.49, subdivisions 4 and 5, as effective in April of 2007, shall not apply to this Agreement.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding on the Parties unless such invalidity or non-enforceability would cause the Agreement to fail in its essential purpose.

14. Waivers.

One or more waivers by either Party shall not be a waiver of any subsequent breach under the Agreement.

15. Entire Agreement

Except for the Parties' financing agreement concerning the Expanded WWTP, this Agreement represents the entire agreement of the Parties concerning the Expanded WWTP, and this Agreement shall supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof.

16. Notice

Whenever this Agreement provides for notice to a Party, this provision shall apply. Notices required under this Agreement shall be effective if delivered by electronic mail and by United States mail to the Parties as follows:

If to Brainerd: City Administrator
 City of Brainerd
 501 Laurel Street
 Brainerd, MN 56401

and

Superintendent
Brainerd Public Utilities
8027 Highland Scenic Road
P.O. Box 373
Brainerd, MN 56401

If to Baxter: City Administrator
 City of Baxter
 13190 Memorywood Drive
 P.O. Box 2626
 Baxter, MN 56425

And Public Works Director/
 City Engineer to Baxter
 City of Baxter
 13190 Memorywood Drive
 P.O. Box 2626
 Baxter, MN 56425

Each Party shall notify the other Party of any changes in the name, title, address or email of the persons to be notified in its City at any time during this Agreement.

17. Amendments.

This Agreement may be amended only by a written amendment signed by the Parties. Any amendments to this Agreement, including agreement on open terms such as referenced in Table A and Table B herein, shall be entitled "First Amendment" or "Second Amendment," as appropriate and consecutive and be executed and attached to this Agreement.

18. Assignment.

Neither Party shall assign or transfer this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties below represent hereby that they have been duly authorized to sign this Agreement by their respective councils.

CITY OF BRAINERD

Dated: 7/27/07

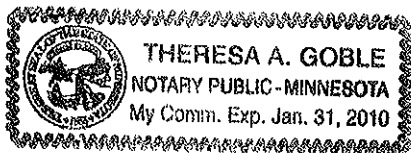
By: James E. Wallin
James E. Wallin Its: Mayor

By: Daniel J. Vogt
Daniel J. Vogt Its: City Administrator

SEAL

In Witness Whereof this 27 day of
July, 2007.

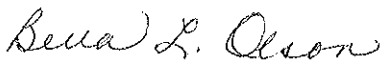
Theresa A. Goble
(Notary Public)



CITY OF BAXTER

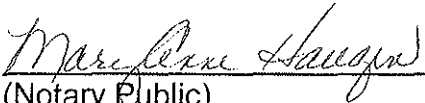
Dated: Nov. 27, 2007

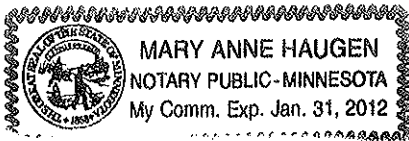
By: 
Darrel Olson, Its Mayor

By: 
Beva L. Olson, Its: City Clerk

SEAL

In Witness Whereof this 27th day of
November 2007.


(Notary Public)



Appendix A

Example Charge Calculations

Appendix A-1
Normal Flows and Loads

Design Flows and Loadings¹

Phase I Upgrade Design Flows and Loadings

	Brainerd	Baxter	Total
Average Daily Flow (MGD)	4.0	2.0	6.0
CBOD (lbs/d)	8,000	4,000	12000
CBOD maximum (mg/L)	500	500	-
TSS (lbs/d)	8,000	4,000	12000
TSS maximum (mg/L)	500	500	-
TP (lbs/d)	280	140	420
TP maximum (mg/L)	12	12	-
TM	Pending		

¹ From Long Term Agreement, Table B

Annual Input Data

Total Annual Operating Cost²: \$920,000

Calculate Base Unit Costs

Total Flow and Loading Estimate from Brainerd and Baxter (estimate at beginning of year to establish annual base unit operating costs)			
	Brainerd	Baxter	Brainerd and Baxter
Average Daily Flow (MGD)	3.4	1.7	5.10
CBOD (mg/L)	200	220	206.67
TSS (mg/L)	200	220	206.67
TP (mg/L)	8	9	8.33

	Weight	Base Unit Cost		Mass	Annual Cost
	(%)	(\$)	Units	(lbs/day)	(\$)
Flow	30%	\$0.148	1000 gal	NA	\$276,000
CBOD	30%	\$0.086	lb CBOD	8,796	\$276,000
TSS	30%	\$0.086	lb TSS	8,796	\$276,000
TP	10%	\$0.711	lb TP	355	\$92,000
Subtotals					\$920,000

² Total Annual O&M cost from Facilities Plan dated October 2005, Amended November 2006. Rounded to the nearest \$10,000.

Monthly Input Data

for
January 2011

Current Month	January
Year	2011
Number of days in billing period	31

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	75,000,000	35,000,000	110,000,000
Average Daily Flow (MGD)	2.419	1.129	3.548

Loading

Measurement Number	Brainerd				Baxter			
	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	162	162	4	105	165	165	4	105
2	147	147	4		153	153	4	
3	153	153	4		150	150	4	
4	156	156	3		147	147	3	
5	150	150	4		144	144	4	
6	144	144	4		165	165	4	
7	159	159			159	159		
8	162	162			162	162		
9	165	165			165	165		
10	147	147			168	168		
11	144	144			165	165		
12	150	150			162	162		
13	156	156			159	159		
14	150	150			156	156		
15	147	147			153	153		
16	153	153			159	159		
17	150	150			165	165		
18								
19								
20								
Average Daily Loadings (conc.)	152.6	152.6	3.8	105.0	158.6	158.6	3.7	105.0
Average Daily Loadings (lbs/d)	3,082	3,082	76	-	1,495	1,495	35	-
Average Daily Loadings (mg/d)	-	-	-	962	-	-	-	449

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11
Flow (MGD)	1.020	1.110	1.140	1.170	1.200	1.200	1.230	1.260	1.275	1.290	1.380	2.419
CBOD (lbs/d)	1,200	1,050	750	900	1,200	2,100	2,400	2,460	2,460	2,550	2,700	3,082
TSS (lbs/d)	1,200	1,050	750	900	1,200	2,100	2,400	2,460	2,460	2,550	2,700	3,082
TP (lbs/d)	69	75	78	83	86	90	93	95	96	102	105	76

Baxter Most Recent Twelve Months Data

	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11
Flow (MGD)	0.510	0.540	0.570	0.570	0.600	0.600	0.615	0.630	0.630	0.660	0.690	1.129
CBOD (lbs/d)	600	525	375	450	600	1,050	1,200	1,230	1,230	1,260	1,350	1,495
TSS (lbs/d)	600	525	375	450	600	1,050	1,200	1,230	1,230	1,260	1,350	1,495
TP (lbs/d)	35	38	39	42	44	45	47	47	48	51	53	35

Base Charge Calculations

for
January 2011

Base Capital Charge Calculations

(Based on the estimated Phase I capital costs, actual costs will be dependent upon interest rates, construction bids, etc.)

Capital Cost¹: \$35,000,000

PFA Interest Rate: 1.74%
Repayment Period (years): 20

	Weight	Brainerd Allocation		Baxter Allocation		Subtotals
	(%)	(%)	(\$)	(%)	(\$)	(\$)
Flow	30%	66.67%	\$7,000,000	33.33%	\$3,500,000	\$10,500,000
CBOD	30%	66.67%	\$7,000,000	33.33%	\$3,500,000	\$10,500,000
TSS	30%	66.67%	\$7,000,000	33.33%	\$3,500,000	\$10,500,000
TP	10%	66.67%	\$2,333,333	33.33%	\$1,166,667	\$3,500,000
		Totals	\$23,333,333		\$11,666,667	\$35,000,000

	Brainerd	Baxter
Monthly Charges	\$0.00	\$0.00

¹ Capital cost from 90% Design, Opinion of Probable Project Costs, February 2007. Rounded to the nearest \$1,000,000.

Base Operating Charge Calculations

Brainerd

Current Month Flow and Loading Data

Average Daily Flow (MGD)	2.419
CBOD (mg/L)	152.6
TSS (mg/L)	152.6
TP (mg/L)	3.8

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.148	1000 gal	NA	\$11,120
CBOD	\$0.086	lb CBOD	3,082	\$8,213
TSS	\$0.086	lb TSS	3,082	\$8,213
TP	\$0.711	lb TP	76	\$1,668
		Subtotal		\$29,214.96

Baxter

Current Month Flow and Loading Data

Average Daily Flow (MGD)	1.129
CBOD (mg/L)	158.6
TSS (mg/L)	158.6
TP (mg/L)	3.7

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.148	1000 gal	NA	\$5,189
CBOD	\$0.086	lb CBOD	1,495	\$3,984
TSS	\$0.086	lb TSS	1,495	\$3,984
TP	\$0.711	lb TP	35	\$770
		Subtotal		\$13,926.66

Excess Capital Charge Calculations (6-month)

for
January 2011

Brainerd

	Capital Cost/Design Flow or Loading			Most Recent Twelve Months Data												Six months or more greater than design parameter? (Y/N)	Average of highest six values	Excess Flow or Loading	Excess Capital Charge
	Unit Costs	1/10 Unit Costs	Units	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11				
Flow	\$1.75	\$0.175	gal	1,020	1,110	1,140	1,170	1,200	1,200	1,230	1,260	1,275	1,290	1,380	2,419	N	0.00	0.00	\$0
CBOD	\$875.00	\$87.50	lb CBOD	1,200	1,050	750	900	1,200	2,100	2,400	2,460	2,460	2,550	2,700	3,082	N	0.00	0.00	\$0
TSS	\$875.00	\$87.50	lb TSS	1,200	1,050	750	900	1,200	2,100	2,400	2,460	2,460	2,550	2,700	3,082	N	0.00	0.00	\$0
TP	\$8,333.33	\$833.33	lb TP	69	75	78	83	86	90	93	95	96	102	105	76	N	0.00	0.00	\$0
TM	Pending																		\$0.00

Baxter

	Capital Cost/Design Flow or Loading			Most Recent Twelve Months Data												Six months or more greater than design parameter? (Y/N)	Average of highest six values	Excess Flow or Loading	Excess Capital Charge
	Unit Costs	1/10 Unit Costs	Units	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11				
Flow	\$1.75	\$0.175	gal	0.510	0.540	0.570	0.570	0.600	0.600	0.615	0.630	0.630	0.660	0.690	1.129	N	0.00	0.00	\$0
CBOD	\$875.00	\$87.50	lb CBOD	600	525	375	450	600	1,050	1,200	1,230	1,230	1,260	1,350	1,495	N	0.00	0.00	\$0
TSS	\$875.00	\$87.50	lb TSS	600	525	375	450	600	1,050	1,200	1,230	1,230	1,260	1,350	1,495	N	0.00	0.00	\$0
TP	\$8,333.33	\$833.33	lb TP	35	38	39	42	44	45	47	47	48	51	53	35	N	0.00	0.00	\$0
TM	Pending																		\$0.00

Excess Operating Charge Calculations

for
January 2011

Baxter

Baxter Current Monthly Flow and Loading Data

Average Daily Flow (MGD)	1.129
CBOD (mg/L)	158.6
TSS (mg/L)	158.6
TP (mg/L)	3.7
TM (ng/L)	105.0

Excess Flow Charge (for flow greater than 2.0 MGD)

Excess Flow Charge							
	Unit Cost Multiplier	Excess Flow Charge Unit Cost		Design Flow	Excess Flow	Daily Cost	Monthly Cost
	NA	(\$)	Units	(MGD)	(MGD)	(\$)	(\$)
Flow	2	\$0.30	1000 gal	2.000	0.000	\$0	\$0.00

Excess Loading Charge (for CBOD or TSS loading greater than 4,000 lbs/day and/or TP greater than 140 lbs/day)

Excess Loading Charge							
	Unit Cost Multiplier	Excess Loading Charge Unit Cost		Maximum Loading (mass)	Excess Loading (mass)	Daily Cost	Monthly Cost
	NA	(\$)	Units	(lbs/day)	(lbs/day)	(\$)	(\$)
CBOD	2	\$0.17	lb CBOD	4,000	0.0	\$0	\$0
TSS	2	\$0.17	lb TSS	4,000	0.0	\$0	\$0
TP	2	\$1.42	lb TP	140	0.0	\$0	\$0
TM	Pending						
						Total	\$0.00

Excess Strength Charge (for CBOD or TSS loading greater than 500 mg/L and/or TP greater than 12 mg/L)

Excess Strength Charge								
	Unit Cost Multiplier	Excess Strength Charge Unit Cost		Maximum Loading Concentration	Excess Loading Concentration	Excess Loading (mass)	Daily Cost	Monthly Cost
	NA	(\$)	Units	(mg/L)	(mg/L)	(lbs/day)	(\$)	(\$)
CBOD	5	\$0.43	lb CBOD	500	0.0	0.0	\$0	\$0
TSS	5	\$0.43	lb TSS	500	0.0	0.0	\$0	\$0
TP	5	\$3.55	lb TP	12	0.0	0.0	\$0	\$0
TM	Pending							
							Total	\$0.00

for
January 2011

Brainerd

Brainerd Current Monthly Flow and Loading Data

Average Daily Flow (MGD)	2.419
CBOD (mg/L)	152.6
TSS (mg/L)	152.6
TP (mg/L)	3.8
TM (ng/L)	105.0

Excess Flow Charge (for flow greater than 4.0 MGD)

Excess Flow Charge							
	Unit Cost Multiplier	Excess Flow Charge Unit Cost		Design Flow	Excess Flow	Daily Cost	Monthly Cost
	NA	(\$)	Units	(MGD)	(MGD)	(\$)	(\$)
Flow	2	\$0.30	1000 gal	4.000	0.000	\$0	\$0.00

Excess Loading Charge (for CBOD or TSS loading greater than 8,000 lbs/day and/or TP greater than 280 lbs/day)

Excess Loading Charge							
	Unit Cost Multiplier	Excess Loading Charge Unit Cost		Maximum Loading (mass) (lbs/day)	Excess Loading (mass) (lbs/day)	Daily Cost (\$)	Monthly Cost (\$)
		NA	Units				
CBOD	2	\$0.17	lb CBOD	8,000	0.0	\$0	\$0
TSS	2	\$0.17	lb TSS	8,000	0.0	\$0	\$0
TP	2	\$1.42	lb TP	280	0.0	\$0	\$0
TM	Pending						
						Total	\$0.00

Excess Strength Charge (for CBOD or TSS loading greater than 500 mg/L and/or TP greater than 12 mg/L)

Excess Strength Charge								
	Unit Cost Multiplier	Excess Strength Charge Unit Cost		Maximum Loading Concentration	Excess Loading Concentration	Excess Loading (mass)	Daily Cost	Monthly Cost
	NA	(\$)	Units	(mg/L)	(mg/L)	(lbs/day)	(\$)	(\$)
CBOD	5	\$0.43	lb CBOD	500	0.0	0.0	\$0	\$0
TSS	5	\$0.43	lb TSS	500	0.0	0.0	\$0	\$0
TP	5	\$3.55	lb TP	12	0.0	0.0	\$0	\$0
TM	Pending							
							Total	\$0.00

**BRAINERD PUBLIC UTILITIES
WASTEWATER TREATMENT CHARGES FOR THE
CITY OF BRAINERD
for
January , 2011**

Brainerd Monthly Flow and Loading Data

Number of days in billing period	31
Total flow for period (gallons)	75,000,000
Average Daily Flow (MGD)	2.419
CBOD (mg/L)	152.6
TSS (mg/L)	152.6
TP (mg/L)	3.8

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	<u>\$29,214.96</u>
Subtotal for Period	\$29,214.96

II. Excess Charges

Excess Capital Charge	\$0.00
Excess Operating Charges	
Excess Flow	\$0.00
Excess Loading	\$0.00
Excess Strength	<u>\$0.00</u>
Subtotal for Period	\$0.00

III. Base and Excess Charge Adjustments ('True up' from previous year based on actual Operating Costs)

Base Capital Charge Adjustment	\$0.00
Base Operating Charge Adjustment	\$0.00
Excess Capital Charge Adjustment	\$0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	\$0.00
Excess Loading Adjustment	\$0.00
Excess Strength Adjustment	<u>\$0.00</u>
Subtotal for Period	<u>\$0.00</u>
Total for Period	\$29,214.96

**BRAINERD PUBLIC UTILITIES
WASTEWATER TREATMENT CHARGES FOR THE
CITY OF BAXTER
for
January , 2011**

Baxter Monthly Flow and Loading Data

Number of days in billing period	31
Total flow for period (gallons)	35,000,000
Average Daily Flow (MGD)	1.129
CBOD (mg/L)	158.6
TSS (mg/L)	158.6
TP (mg/L)	3.7

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	<u>\$13,926.66</u>
Subtotal for Period	\$13,926.66

II. Excess Charges

Excess Capital Charge	\$0.00
Excess Operating Charges	
Excess Flow	\$0.00
Excess Loading	\$0.00
Excess Strength	<u>\$0.00</u>
Subtotal for Period	\$0.00

III. Base and Excess Charge Adjustments ('True up' from previous year based on actual Operating Costs)

Base Capital Charge Adjustment	\$0.00
Base Operating Charge Adjustment	\$0.00
Excess Capital Charge Adjustment	\$0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	\$0.00
Excess Loading Adjustment	\$0.00
Excess Strength Adjustment	<u>\$0.00</u>
Subtotal for Period	<u>\$0.00</u>
Total for Period	\$13,926.66

Appendix A-2
High Flows and Loads

Design Flows and Loadings¹

Phase I Upgrade Design Flows and Loadings

	Brainerd	Baxter	Total
Average Daily Flow (MGD)	4.0	2.0	6.0
CBOD (lbs/d)	8,000	4,000	12000
CBOD maximum (mg/L)	500	500	-
TSS (lbs/d)	8,000	4,000	12000
TSS maximum (mg/L)	500	500	-
TP (lbs/d)	280	140	420
TP maximum (mg/L)	12	12	-
TM	Pending		

¹ From Long Term Agreement, Table B

Annual Input Data

Total Annual Operating Cost²: \$920,000

Calculate Base Unit Costs

Total Flow and Loading Estimate from Brainerd and Baxter (estimate at beginning of year to establish annual base unit operating costs)			
	Brainerd	Baxter	Brainerd and Baxter
Average Daily Flow (MGD)	3.4	1.7	5.10
CBOD (mg/L)	200	220	206.67
TSS (mg/L)	200	220	206.67
TP (mg/L)	8	9	8.33

	Weight	Base Unit Cost		Mass	Annual Cost
	(%)	(\$)	Units	(lbs/day)	(\$)
Flow	30%	\$0.148	1000 gal	NA	\$276,000
CBOD	30%	\$0.086	lb CBOD	8,796	\$276,000
TSS	30%	\$0.086	lb TSS	8,796	\$276,000
TP	10%	\$0.711	lb TP	355	\$92,000
Subtotals					\$920,000

² Total Annual O&M cost from Facilities Plan dated October 2005, Amended November 2006. Rounded to the nearest \$10,000.

Monthly Input Data

for
January 2011

Current Month	January
Year	2011
Number of days in billing period	31

Flow

Total flow for period (gallons)
Average Daily Flow (MGD)

Brainerd	Baxter	Total
150,000,000	75,000,000	225,000,000
4.839	2.419	7.258

Loading

Measurement Number	Brainerd				Baxter			
	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	540	540	12.1	350	550	550	13.4	350
2	490	490	13		510	510	12.5	
3	510	510	12.4		500	500	12.4	
4	520	520	11.5		490	490	11.6	
5	500	500	13.2		480	480	12.2	
6	480	480	12.8		550	550	12.1	
7	530	530			530	530		
8	540	540			540	540		
9	550	550			550	550		
10	490	490			560	560		
11	480	480			550	550		
12	500	500			540	540		
13	520	520			530	530		
14	500	500			520	520		
15	490	490			510	510		
16	510	510			530	530		
17	500	500			550	550		
18								
19								
20								
Average Daily Loadings (conc.)	508.8	508.8	12.5	350.0	528.8	528.8	12.4	350.0
Average Daily Loadings (lbs/d)	20,547	20,547	505	-	10,677	10,677	250	-
Average Daily Loadings (mg/d)	-	-	-	6,411	-	-	-	3,205

Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11
Flow (MGD)	3.400	3.700	4.100	4.200	4.000	4.000	3.800	3.900	4.250	4.300	4.600	4.839
CBOD (lbs/d)	4,000	3,500	8,000	8,200	4,000	7,000	2,500	3,000	8,200	8,500	9,000	20,547
TSS (lbs/d)	4,000	3,500	8,000	8,200	4,000	7,000	2,500	3,000	8,200	8,500	9,000	20,547
TP (lbs/d)	230	250	310	315	285	300	260	275	320	340	350	505

Baxter Most Recent Twelve Months Data

	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11
Flow (MGD)	1.700	1.800	2.050	2.100	2.000	2.000	1.900	1.900	2.100	2.200	2.300	2.419
CBOD (lbs/d)	2,000	1,750	4,000	4,100	2,000	3,500	1,250	1,500	4,100	4,200	4,500	10,677
TSS (lbs/d)	2,000	1,750	4,000	4,100	2,000	3,500	1,250	1,500	4,100	4,200	4,500	10,677
TP (lbs/d)	115	125	155	155	145	150	130	140	160	170	175	250

Base Charge Calculations

for
January 2011

Base Capital Charge Calculations

(Based on the estimated Phase I capital costs, actual costs will be dependent upon interest rates, construction bids, etc.)

Capital Cost¹: \$35,000,000

PFA Interest Rate: 1.74%

Repayment Period (years): 20

	Weight	Brainerd Allocation		Baxter Allocation		Subtotals
	(%)	(%)	(\$)	(%)	(\$)	(\$)
Flow	30%	66.67%	\$7,000,000	33.33%	\$3,500,000	\$10,500,000
CBOD	30%	66.67%	\$7,000,000	33.33%	\$3,500,000	\$10,500,000
TSS	30%	66.67%	\$7,000,000	33.33%	\$3,500,000	\$10,500,000
TP	10%	66.67%	\$2,333,333	33.33%	\$1,166,667	\$3,500,000
		Totals	\$23,333,333		\$11,666,667	\$35,000,000

	Brainerd	Baxter
Monthly Charges	\$0.00	\$0.00

¹ Capital cost from 90% Design, Opinion of Probable Project Costs, February 2007. Rounded to the nearest \$1,000,000.

Base Operating Charge Calculations

Brainerd

Current Month Flow and Loading Data

Average Daily Flow (MGD)	4.839
CBOD (mg/L)	508.8
TSS (mg/L)	508.8
TP (mg/L)	12.5

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.148	1000 gal	NA	\$22,240
CBOD	\$0.086	lb CBOD	20,547	\$54,756
TSS	\$0.086	lb TSS	20,547	\$54,756
TP	\$0.711	lb TP	505	\$11,120
		Subtotal		\$142,872.78

Baxter

Current Month Flow and Loading Data

Average Daily Flow (MGD)	2.419
CBOD (mg/L)	528.8
TSS (mg/L)	528.8
TP (mg/L)	12.4

Current Month Operating Charge

	Base Unit Cost		Mass	Monthly Cost
	(\$)	Units	(lbs/day)	(\$)
Flow	\$0.148	1000 gal	NA	\$11,120
CBOD	\$0.086	lb CBOD	10,677	\$28,454
TSS	\$0.086	lb TSS	10,677	\$28,454
TP	\$0.711	lb TP	250	\$5,501
		Subtotal		\$73,529.35

for
January 2011

	Capital Cost/Design Flow or Loading			Most Recent Twelve Months Data												Six months or more greater than design parameter? (Y/N)	Average of highest six values	Excess Flow or Loading	Excess Capital Charge
	Unit Costs	1/10 Unit Costs	Units	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11				
Flow	\$1.75	\$0.175	gal	3,400	3,700	4,100	4,200	4,000	4,000	3,800	3,900	4,250	4,300	4,600	4,839	Y	4.38	0.38	\$66,754
CBOD	\$875.00	\$87.50	lb CBOD	4,000	3,500	8,000	8,200	4,000	7,000	2,500	3,000	8,200	8,500	9,000	20,547	Y	10,407.96	2,407.96	\$210,697
TSS	\$875.00	\$87.50	lb TSS	4,000	3,500	8,000	8,200	4,000	7,000	2,500	3,000	8,200	8,500	9,000	20,547	N	0.00	0.00	\$0
TP	\$8,333.33	\$833.33	lb TP	230	250	310	315	285	300	260	275	320	340	350	505	Y	356.63	76.63	\$63,856
TM	Pending																		
																		\$341,306.77	

	Capital Cost/Design Flow or Loading			Most Recent Twelve Months Data												Six months or more greater than design parameter? (Y/N)	Average of highest six values	Excess Flow or Loading	Excess Capital Charge
	Unit Costs	1/10 Unit Costs	Units	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11				
Flow	\$1.75	\$0.175	gal	1,700	1,800	2,050	2,100	2,000	2,000	1,900	1,900	2,100	2,200	2,300	2,419	Y	2.19	0.19	\$34,106
CBOD	\$875.00	\$87.50	lb CBOD	2,000	1,750	2,000	4,100	2,000	3,500	1,250	1,500	4,100	4,200	4,500	10,677	N	0.00	0.00	\$0
TSS	\$875.00	\$87.50	lb TSS	2,000	1,750	2,000	4,100	2,000	3,500	1,250	1,500	4,100	4,200	4,500	10,677	Y	5,263.03	1,263.03	\$110,515
TP	\$8,333.33	\$833.33	lb TP	115	125	155	155	145	150	130	140	160	170	175	250	Y	177.45	37.45	\$31,207
TM	Pending																		
																			\$175,828.45

for
January 2011

Brainerd Current Monthly Flow and Loading Data

Average Daily Flow (MGD)	4.839
CBOD (mg/L)	508.8
TSS (mg/L)	508.8
TP (mg/L)	12.5
TM (ng/L)	350.0

Excess Flow Charge							
	Unit Cost Multiplier	Excess Flow Charge Unit Cost		Design Flow	Excess Flow	Daily Cost	Monthly Cost
	NA	(\$)	Units	(MGD)	(MGD)	(\$)	(\$)
Flow	2	\$0.30	1000 gal	4.000	0.839	\$249	\$7,712.58

Excess Loading Charge							
	Unit Cost Multiplier	Excess Loading Charge Unit Cost		Maximum Loading (mass)	Excess Loading (mass)	Daily Cost	Monthly Cost
	NA	(\$)	Units	(lbs/day)	(lbs/day)	(\$)	(\$)
CBOD	2	\$0.17	lb CBOD	8,000	12,547.0	\$2,157	\$66,874
TSS	2	\$0.17	lb TSS	8,000	12,547.0	\$2,157	\$66,874
TP	2	\$1.42	lb TP	280	225.0	\$320	\$9,914
TM	Pending						
						Total	\$143,662.48

Excess Strength Charge								
	Unit Cost Multiplier	Excess Strength Charge Unit Cost		Maximum Loading Concentration	Excess Loading Concentration	Excess Loading (mass)	Daily Cost	Monthly Cost
		NA	(\$)	Units	(mg/L)	(mg/L)	(lbs/day)	(\$)
CBOD	5	\$0.43	lb CBOD	500	8.8	356.0	\$153	\$4,744
TSS	5	\$0.43	lb TSS	500	8.8	356.0	\$153	\$4,744
TP	5	\$3.55	lb TP	12	0.5	20.0	\$71	\$2,203
TM	Pending							
							Total	\$11,690.28

for
January 2011

Average Daily Flow (MGD)	2.419
CBOD (mg/L)	528.8
TSS (mg/L)	528.8
TP (mg/L)	12.4
TM (ng/L)	350.0

Excess Flow Charge							
	Unit Cost Multiplier	Excess Flow Charge Unit Cost		Design Flow	Excess Flow	Daily Cost	Monthly Cost
	NA	(\$)	Units	(MGD)	(MGD)	(\$)	(\$)
Flow	2	\$0.30	1000 gal	2.000	0.419	\$124	\$3,851.69

Excess Strength Charge								
	Unit Cost Multiplier	Excess Strength Charge Unit Cost		Maximum Loading Concentration	Excess Loading Concentration	Excess Loading (mass)	Daily Cost	Monthly Cost
	NA	(\$)	Units	(mg/L)	(mg/L)	(lbs/day)	(\$)	(\$)
CBOD	5	\$0.43	lb CBOD	500	28.8	582.0	\$250	\$7,755
TSS	5	\$0.43	lb TSS	500	28.8	582.0	\$250	\$7,755
TP	5	\$3.55	lb TP	12	0.4	7.0	\$25	\$771
TM	Pending							
							Total	\$16,281.11

BRAINERD PUBLIC UTILITIES
WASTEWATER TREATMENT CHARGES FOR THE
CITY OF BRAINERD
for
January , 2011

Brainerd Monthly Flow and Loading Data

Number of days in billing period	31
Total flow for period (gallons)	150,000,000
Average Daily Flow (MGD)	4.839
CBOD (mg/L)	508.8
TSS (mg/L)	508.8
TP (mg/L)	12.5

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	<u>\$142,872.78</u>
Subtotal for Period	\$142,872.78

II. Excess Charges

Excess Capital Charge	\$341,306.77
Excess Operating Charges	
Excess Flow	\$7,712.58
Excess Loading	\$143,662.48
Excess Strength	<u>\$11,690.28</u>
Subtotal for Period	\$504,372.10

III. Base and Excess Charge Adjustments ('True up' from previous year based on actual Operating Costs)

Base Capital Charge Adjustment	\$0.00
Base Operating Charge Adjustment	\$0.00
Excess Capital Charge Adjustment	\$0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	\$0.00
Excess Loading Adjustment	\$0.00
Excess Strength Adjustment	<u>\$0.00</u>
Subtotal for Period	<u>\$0.00</u>
Total for Period	\$647,244.89

**BRAINERD PUBLIC UTILITIES
WASTEWATER TREATMENT CHARGES FOR THE
CITY OF BAXTER
for
January , 2011**

Baxter Monthly Flow and Loading Data

Number of days in billing period	31
Total flow for period (gallons)	75,000,000
Average Daily Flow (MGD)	2.419
CBOD (mg/L)	528.8
TSS (mg/L)	528.8
TP (mg/L)	12.4

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	<u>\$73,529.35</u>
Subtotal for Period	\$73,529.35

II. Excess Charges

Excess Capital Charge	\$175,828.45
Excess Operating Charges	
Excess Flow	\$3,851.69
Excess Loading	\$76,022.33
Excess Strength	<u>\$16,281.11</u>
Subtotal for Period	\$271,983.58

III. Base and Excess Charge Adjustments ('True up' from previous year based on actual Operating Costs)

Base Capital Charge Adjustment	\$0.00
Base Operating Charge Adjustment	\$0.00
Excess Capital Charge Adjustment	\$0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	\$0.00
Excess Loading Adjustment	\$0.00
Excess Strength Adjustment	<u>\$0.00</u>
Subtotal for Period	<u>\$0.00</u>
Total for Period	\$345,512.93



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Final Reading - Proposed Ordinance 1540 - Moratorium On The Conversion Of Dwelling Units

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☒ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	---

Submitted by: Community Development Director

Department: Community Development

Presenter: James Kramvik, CDD

Estimated Time Needed: 5 min

Summary of Issue:

Ordinance No. 1539 failed for lack of a second motion at the December 5th City Council meeting. Ordinance 1539 was a proposed amendment to the Zoning Code, which would have restricted the demolition of dwelling units without a replacement unit. Proposed Ordinance No. 1540 is an interim ordinance that imposes an additional 3-month moratorium on the conversion of dwelling units to green space or surface parking in the TN-1, TN-2, CN-1, or CN-2 Zoning Districts.

Alternative, Options, Effects on Others/Comments:

The original six month moratorium will expire on January 17th. If approved, the three month moratorium extension would go into effect on January 15th.

Recommended Action/Motion:

- 1) Motion to conduct the final reading of Proposed Ordinance No. 1540.
* Note a vote to dispense with the actual reading of the ordinance must be unanimous.
- 2) Hold a public hearing on Proposed Ordinance No. 1540.
- 3) Motion to adopt Proposed Ordinance No. 1540, an ordinance that imposes a three-month moratorium on the conversion of dwelling units to green space or surface parking in the TN-1, TN-2, CN-1, and CN-2 zoning districts.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

**ORDINANCE
NO. 1540**

**AN INTERIM ORDINANCE PLACING A TEMPORARY MORATORIUM ON PROHIBITING
THE CONVERSION OF DWELLINGS TO GREEN SPACE OR SURFACE PARKING IN THE
TN-1 TRADITIONAL NEIGHBORHOOD ONE, TN-2 TRADITIONAL NEIGHBORHOOD TWO,
CN-1 CONTEMPORARY NEIGHBORHOOD ONE, AND CN-2 CONTEMPORARY
NEIGHBORHOOD TWO DISTRICTS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Purpose.

Pursuant to the authority granted under Minnesota Statutes section 462.355, subdivision 4, this Ordinance imposes a three-month moratorium on the conversion of dwelling units to green space or surface parking in the TN-1, TN-2, CN-1, and CN-2 zoning districts.

SECTION TWO. Preliminary Findings.

It is in the public interest to declare a moratorium on conversions of dwellings to green space and/or surface parking for the following reasons:

1. The purchase and removal of dwelling units to either green space or surface parking impairs the tax base, both on the property being converted and among adjacent properties.
2. Public entities, non-profit organizations, and commercial businesses within and adjacent to residential zoning districts continue to acquire dwelling units in anticipation of converting them to green space or parking. This practice is part of a spiral of decline witnessed in the vicinity of such conversions.
3. The city has a shortage of housing, particularly affordable housing. Removal of dwelling units for the establishment of green space or surface parking adds to the overall shortage of housing.
4. The city needs additional time to study this problem and develop changes to the Code to address this issue.

SECTION THREE. Moratorium.

The City shall not accept or process applications for the demolition of a dwelling unit in the TN-1, TN-2, CN-1, and CN-2 zones without an accompanying application for construction of a new dwelling, along with reasonable surety that such a dwelling will be constructed. A signed contract with a third-party contractor to construct a new dwelling shall be considered reasonable surety, as are other forms of financial security adequate to ensure follow-through.

The Brainerd Housing and Redevelopment Authority, the Brainerd Economic Development Authority, and Crow Wing County are exempt from this moratorium.

Also exempted is the removal of any unsafe or hazardous structures by the City pursuant to its statutory authority.

SECTION FOUR. Study.

During the period of this moratorium, City staff, the Planning Commission, and the Community Development Director shall study the issues related to conversion of dwelling units to green space and dwelling units to parking in the City of Brainerd and shall provide recommendations to the City Council concerning proposed changes to the City Code.

SECTION FIVE. REPEAL AND REPLACEMENT.

Notice is hereby given that this Ordinance, when in effect, repeals and replaces in its entirety Ordinance No. 1534.

SECTION SIX. Effective Date.

This ordinance shall take effect and be in full force one week from and after its publication for a period of three months.

Adopted this _____ day of _____, 2023

President of the Council

Approved this _____ day of _____, 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time – _____

NOTICE OF HEARING

The City of Brainerd City Council will be conducting a public hearing to consider the adoption of Proposed Ordinance No. 1540 which places a temporary three-month moratorium on prohibiting the conversion of dwellings to green space or surface parking in the (TN-1) Traditional Neighborhood One, (TN-2) Traditional Neighborhood Two, (CN-1) Contemporary Neighborhood One, and (CN-2) Contemporary Neighborhood Two Zoning Districts.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Tuesday, January 3rd, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1540. Any individual needing special accommodations please call (218) 828-2307.

Dated this 20th day of December 2022

Publication Date: December 21st, 2022



James L. Kramvik
Community Development Director



Brainerd City Council Agenda Request

Requested Meeting Date: January 3rd, 2023

Title of Item: Firehouse Subs Public Safety Foundation Grant Application

☐ 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: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: Request authorization to apply for a grant from the Firehouse Sub Public Safety Foundation. The application is for hazardous materials personal protection equipment.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: To authorize the fire department to apply for a grant through the Firehouse Sub Public Safety Foundation. The total application request will be approximately \$18,000.	
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 No match required. <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Authorize Submission of SCDP Preliminary Proposal to DEED

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Connie Hillman

Department: Finance

Presenter: John Schommer/Connie Hillman

Estimated Time Needed: 5 Minutes

Summary of Issue:

As mentioned at the last council meeting, the HRA is working on a SCDP for single family rehab in the southeast section of the City. The grant application period had a very short window, the period opened late November and the preliminary application is due January 17th - date of next council meeting. The HRA sent out brochures and surveys the end of December to gauge interest.

Alternative, Options, Effects on Others/Comments:

Survey response deadline is not until January 10, 2023, therefore, only the draft (incomplete) preliminary proposal is attached. Since the deadline for submittal is the date of the next Council meeting, this item is on the January 3rd meeting agenda for Council approval.

This is just the preliminary application. If application is selected, DEED will invite the City to submit a full application at a later date.

Recommended Action/Motion:

Authorize the Brainerd HRA to submit a Small Cities Development Program (SCDP) 2023 Preliminary Proposal to the Department of Employment and Economic Development (DEED) for a southeast Brainerd grant program.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

2023 Small Cities Development Program Application Coversheet

Complete one coversheet for all activities being applied for. You will need to submit a separate application for each activity.

Application Information

Applicant: **City of Brainerd, Crow Wing County**

SCDP Amount Requested: \$ **TBD**

Amount of Other Funds: \$ **10,000 per unit**

SCDP Program Income: \$ **20,000**

Estimated Total Project Cost: \$ **TBD**

Application Components

Please indicate if this is (choose one):

- ☐ Single Purpose Application
- ☒ Comprehensive Application

Which activities are included in this application packet (choose all that apply, and complete the individual application for each selected activity and one master budget as found on the [SCDP website](#)):

- ☒ Owner Occupied Rehab
- ☒ Single Family Rental
- ☐ Multi-Family Rental
- ☐ Mixed Use (use for buildings containing residential rental units in commercial buildings)
- ☐ Duplex Rental
- ☐ Commercial (Must be part of comprehensive application)
- ☐ Public Facility – Infrastructure
- ☐ Public Facility – Community Center

☐ Public Facility – Street Scape

Application Description

Briefly summarize the Preliminary Proposal. Make sure to include:

1. An overview of the target area
2. A description of the project or projects
3. Cost effectiveness, including all sources of leverage

The City of Brainerd is proposing two target areas located in Southeast Brainerd. First target area A encompasses eighteen square blocks with a northern border of Pine Street, Southern border of Willow Street, Western border being the City Trail, and Eastern border is 13th St. SE. Second target area B encompasses eleven square blocks with a northern border of Pine Street, Southern border of Willow Street, Western border of 13th Street SE, and Eastern border of 16th Street SE.

The city of Brainerd Parks and Recreation with support of the park board just completed upgrading the neighborhood Jaycees Park in the fall of 2022. This is a 14-acre park that features 2 ball fields with restrooms and a small park located near them. Crossing over the small creek that flows through the middle of the park, there is a much larger play set with swings, slides and more! In addition, the majority of the roads in this neighborhood have been reconstructed along with replacing sewer and water. The city of Brainerd would like to continue to revitalize this area of town.

The city of Brainerd is pursuing SCDP funds to rehabilitate **TBD#** homes and **TBD#** single family rental properties. The funds will be leveraged with Tri-County Community Action Partnership/weatherization to improve the safety, energy efficiency, and accessibility for these homeowners and renters.

Application Checklist for Preliminary Application

In order to have a complete application make sure the documents for all applications, the specific projects and other documents are submitted.

All applications

- A completed and signed application coversheet, with a Grantee Summary Information Sheet.
- A master budget that shows all project budgets in one document.

Owner Occupied

- A complete application
- Detailed color maps of the target area and optional plan b
- A copy of the interest survey
- If an income survey was complete, include the surveys, and spreadsheet
- A list of homeowners that are interested

Rental Applications

- A complete application for each individual project type
- Detailed color maps of the target area
- A copy of the interest survey
- If an income survey was complete, include the surveys, and spreadsheet
- A list of homeowners that are interested

Commercial Applications

- A complete application
- Detailed color maps of the slum and blight area
- A copy of the interest survey
- A list of homeowners that are interested
- If an income survey was complete, include the surveys, and spreadsheet
- The adopted slum and blight resolution

Public Facility Applications

- The complete application coversheet, signed by all applicable parties
- A complete application for each project activity.
- A supplemental budget (the second tab of the master budget)
- If an income survey was complete, include spreadsheet. Survey will only be required during full application.

Other Documents

- Letter of commitment for leverage, if applicable

Signature Page

By signing below, the Applicant certifies to the best of their knowledge that the data and information provided in the Application is true and correct.

Signature of Authorized Official (Primary Community):

Date: _____
Name of Authorized Official: *Dave Badeaux*

Signature of Authorized Official (Partnering Community – if applicable):

Date: _____
Name of Authorized Official (Partnering Primary Community): *N/A*

Signature of Authorized Official (Partnering Community – if applicable):

Date: _____
Name of Authorized Official (Partnering Community – if applicable): *N/A*

Signature of Primary Administrator:

Date: _____
Name of Primary Administrator: *John Schommer*

Signature of Secondary Administrative Entity (if applicable)

Date: _____
Name of Secondary Administrative Entity (if applicable): *N/A*

Signature of Engineering firm for Public Facility Projects (if applicable)

Name of Engineering Firm (if applicable): **N/A**

Date: _____

Grantee Summary Information Sheet (GSIS)

Small Cities Development Program – State of Minnesota

Please complete all sections that apply to the proposed activities. If the same person is responsible for multiple duties, please list their name for each duty they are assigned to for this proposal. Contact information only needs to be listed once. If a category is not applicable to your grant, please indicate as not applicable.

Authorized Official and Environmental Certifying Officer Information (mayor or board chair)

All information in this section is required, unless otherwise directed

Name: Dave Badeaux

Title: Mayor

Address: 501 Laurel Street

City, State, ZIP: Brainerd, MN 56401

Phone: (218)330-8204

Primary Email: dbadeaux@ci.brainerd.mn.us

Secondary Email (if applicable): N/A

Federal ID#: 41-6005001

State ID#: 8020777

State Vendor #: 0000199019

Applicant Unique Entity Identifier (UEI)#:

Applicant (proposal) Author

Name: John Schommer

Title: Rehab Director

Address: 324 East River Road

City, State, ZIP: Brainerd, MN 56401

Phone: (218)824-3432

Email: john@brainerdhra.org

Primary Implementation Agency

Name of Organization: Brainerd Housing & Redevelopment Authority

Primary Contact: John Schommer

Title: Rehab Director

Address: 324 East River Road

City, State, ZIP: Brainerd, MN 56401

Phone: (218)824-3432

Email: john@brainerdhra.org

Environmental Review Coordinator

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: John Schommer

Title: Rehab Director

Phone: (218)824-3432

Email: john@brainerdhra.org

List experience with federal or state rehabilitation programs: CDBG, SCDP, MN Housing RLP/ELP, CFP

Fair Housing/Equal Opportunity Coordinator *(required for all project types)*

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: Kristin Miller

Title: Rehab Administrative Specialist

Phone: (218)824-3438

Email: kristin@brainerdhra.org

List experience with federal or state rehabilitation programs: SCDP, MN Housing RLP/ELP

Rehabilitation Coordinator

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: John Schommer

Title: Rehab Director

Phone: (218)824-3432

Email: john@brainerdhra.org

List experience with federal or state rehabilitation programs: CDBG, SCDP, MN Housing RLP/ELP, CFP

Labor Standards Coordinator

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: Kristin Miller

Title: Rehab Administrative Specialist

Phone: (218)824-3438

Email: kristin@brainerdhra.org

List experience with federal or state rehabilitation programs: SCDP, MN Housing RLP/ELP

Property Inspector

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: John Schommer

Title: Rehab Director

Phone: (218)824-3432

Email: john@brainerdhra.org

List experience with federal or state rehabilitation programs: CDBG, SCDP, MN Housing RLP/ELP, CFP

Income Verification Coordinator

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: Kristin Miller

Title: Rehab Administrative Specialist

Phone: (218)824-3438

Email: kristin@brainerdhra.org

List experience with federal or state rehabilitation programs: SCDP, MN Housing RLP/ELP

Rent Limit and Rental Notice Coordinator

Name of Organization: Brainerd Housing & Redevelopment Authority

Name: Kristin Miller

Title: Rehab Administrative Specialist

Phone: (218)824-3438

Email: kristin@brainerdhra.org

List experience with federal or state rehabilitation programs: SCDP, MN Housing RLP/ELP

Co-funding contact information

List all agencies also supporting the proposed project, both committed and pending (examples may include: MN Housing, Greater MN Housing, Public Facilities Authority, Rural Development, and local sources of if other than applicant).

Agency #1

Agency Name: Tri-County Community Action Partnership

Name of primary point of contact: Jason Foy

Address: 501 LeMieur Street, Little Falls, MN 56345

Phone: (320)632-3691

Email: jason.foy@tccaction.com

Agency #2

Agency Name: N/A

Name of primary point of contact:

Address:

Phone:

Email:

Agency #3

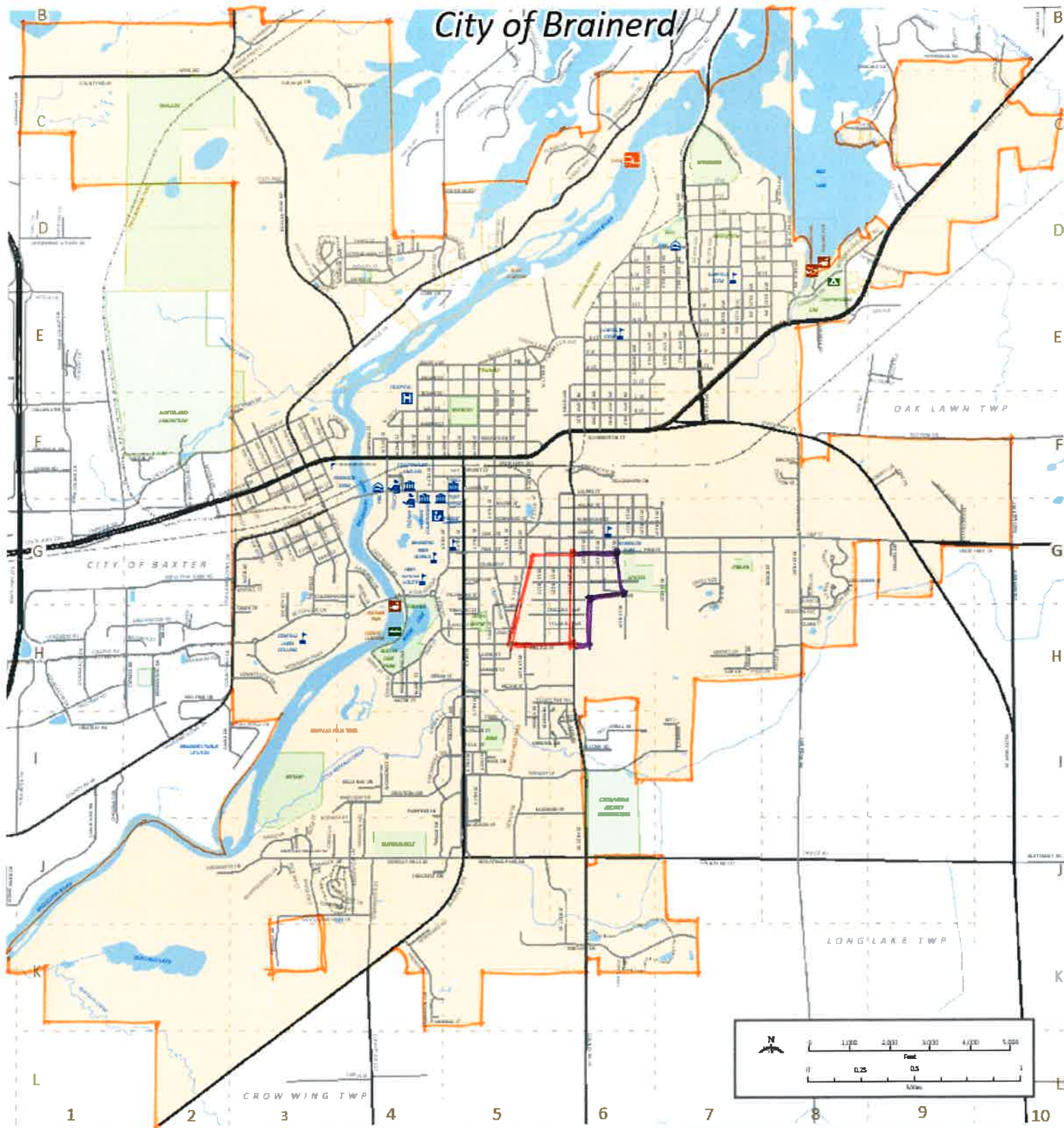
Agency Name: N/A

Name of primary point of contact:

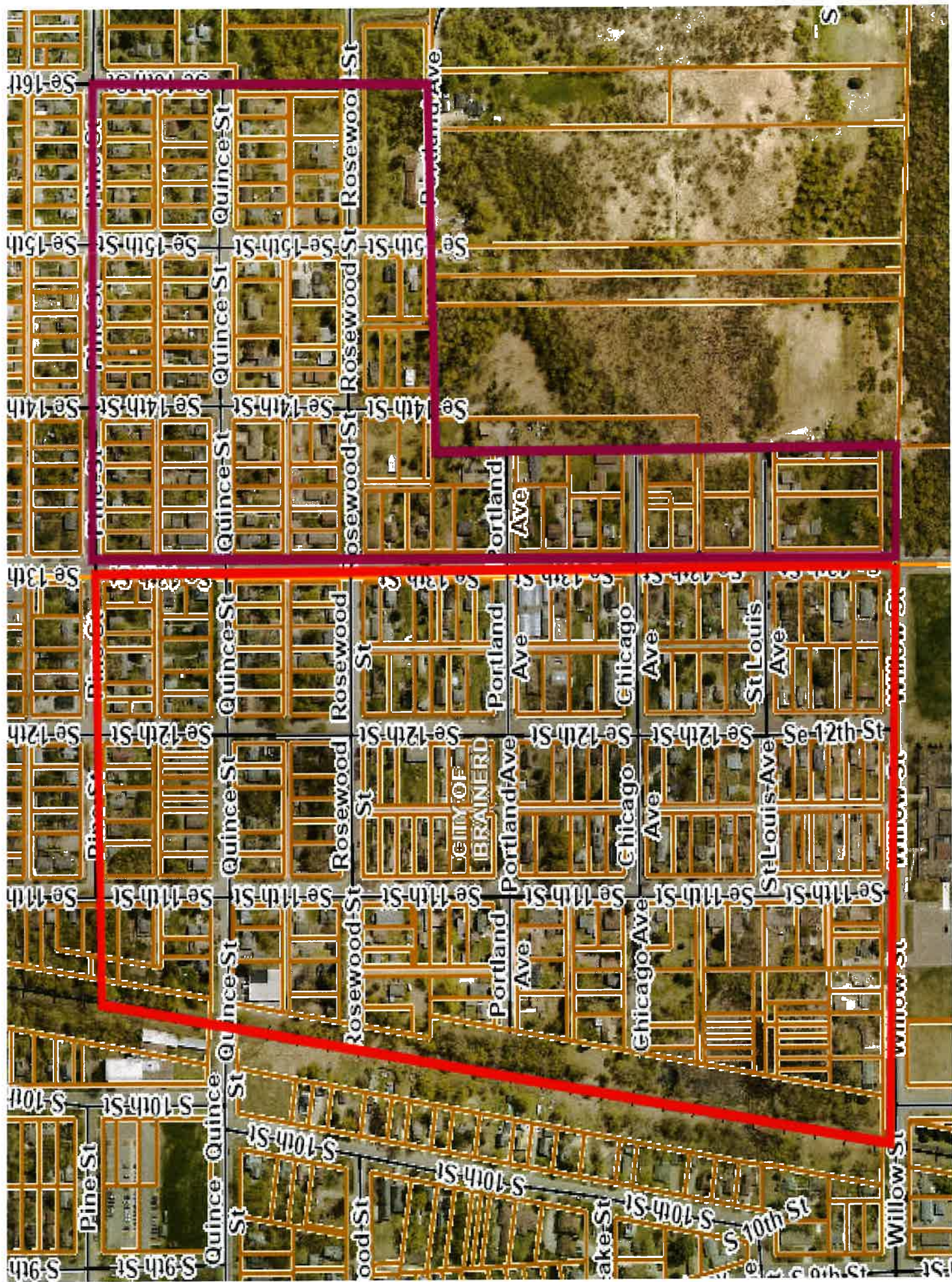
Address:

Phone:

Email:



- Target Area A
- Target Area B





Anti-poverty action for children, families, and communities

December 19, 2022
John Schommer
Brainerd HRA
324 E River Rd.
Brainerd, MN 56401

Dear Mr Schommer

TCCAP (Tri-County Community Action Partnership Inc.) supports the efforts of the Brainerd Housing & Redevelopment Authority's work in rehabilitating the target area of southwest Brainerd, including Minnesota Department of Employment and Economic Development (DEED) Small Cities Development Program (SCDP) rehabilitation loans. TCCAP has a history of operating the MHFA rehabilitation loans program in Crow Wing, Morrison, Todd, and Cass counties and also administers the federally funded Weatherization program in the counties of Crow Wing, Morrison, and Todd.

The average cost to weatherize a home is approximately 10,000.00, We have previous experience in coordinating services with Small Cities Grant funded projects and other rehabilitation programs. We look forward to the opportunity to work together with the Brainerd HRA. We will have funds committed to weatherize eligible homes in southeast Brainerd. We are looking forward to working together with Brainerd HRA on homes that are eligible in both of our programs.

Sincerely,

Jason Foy

Jason Foy
TCCAP Weatherization and Housing Director



Brainerd City Council Agenda Request

Requested Meeting Date: January 3rd, 2023

Title of Item: First Reading - Proposed Ordinance No. 1541 - Restrictions on Demolition and Removal of Dwelling Units.

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Community Development Director

Department: Community Development

Presenter: James Kramvik

Estimated Time Needed: 5 min

Summary of Issue:

Ordinance No. 1534 went into effect on July 17th which imposed a six-month moratorium on the conversion of dwelling units to green space or surface parking in the R-1 zoning district. Proposed Ordinance No. 1540 potentially extends the original moratorium by three months. The City has a shortage of housing, particularly affordable housing. Removal of dwelling units for the establishment of green space or surface parking adds to the overall shortage of housing. Proposed Ordinance No. 1541 would restrict the removal of dwelling-units in the TN-1, TN-2, CN-1, and CN-2 zoning districts without an approved alternative.

Alternative, Options, Effects on Others/Comments:

Planning Commission considered Proposed Ordinance No. 1541 at their regularly scheduled meeting on December 21st, 2022. Planning Commission considered options and alternatives for line A.3 and recommended approval of Proposed Ordinance No. 1541 as presented by staff with an adjustment to line A.3 stating:
"City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property."
Additionally staff recommends that this proposed ordinance, if approved by City Council, repeals Ordinance No. 1540.

Recommended Action/Motion:

Motion to hold the first reading of Proposed Ordinance No. 1541, an ordinance amending Section 515-4: General Building and Design Standards, and dispense with the actual reading of the ordinance.

*A unanimous vote is required to dispense with the actual reading of the ordinance.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

**ORDINANCE
NO. 1541**

**AN ORDINANCE AMENDING SECTION 515-4: GENERAL BUILDING, DEVELOPMENT AND
DESIGN STANDARDS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 515-4 of the Zoning Code is hereby amended by adding the following:

515-4-14: Restrictions on Demolition and Removal of Dwelling Units

- A. Demolition Permit.** Except as provided in Section A of this chapter, no permit shall be issued to allow the demolition of a dwelling unit in the Traditional Neighborhood 1 (TN-1), Traditional Neighborhood 2 (TN-2), Contemporary Neighborhood 1 (CN-1), or Contemporary Neighborhood 2 (CN-2) Zoning Districts unless:
1. A building permit is also issued at the same time to authorize construction of a replacement dwelling unit; or
 2. A commercial new construction or remodel permit is also issued at the same time to convert or replace a dwelling unit to a commercial unit in the TN-2 district; or
 3. City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property ~~other than for parking lots~~.
- B. Site Restoration.** In addition to requirements set forth in section A, as a condition of issuance of a permit for the demolition of a building, the applicant shall be required to submit a site restoration plan. The plan shall be approved by the building official, city engineer, and zoning administrator before a permit for the removal of a building is issued.
- C. Exemptions.** Notwithstanding any other provision of this article, the requirements set forth in section A of this article shall not apply to the following:
1. The demolition of a dwelling unit by the Brainerd Housing and Redevelopment Authority, the Brainerd Economic Development Authority, or Crow Wing County.
 2. The removal of any unsafe or hazardous structures by the City of Brainerd pursuant to its statutory authority.
 3. The demolition or relocation of any building owned by the City of Brainerd.
 4. Prior to the issuance of the demolition permit, the city building official determines that an exception is necessary because it is compelled by public safety due to an imminent hazardous condition requiring immediate demolition of the building.

SECTION TWO: All other provisions of Section 515-4 shall remain in full force and effect.

SECTION THREE: This ordinance, when in effect, repeals Ordinance No. 1540 in the event that Ordinance No. 1540 was approved by City Council.

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

Adopted this _____ day of _____, 2023

President of the Council

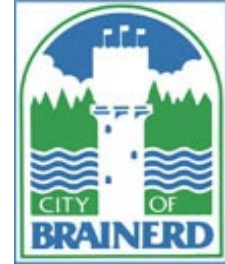
Approved this _____ day of _____, 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time – _____

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: December 21, 2022

RE: Discussion on Proposed Ordinance No. 1541, an Ordinance Amending Section 515-4: General Building and Design Standards

Planning Commission

The Planning Commission reviewed and heard public testimony regarding Ordinance No. 1539 at the November 16, 2022, regularly scheduled meeting. After discussion, the Planning Commission recommended approval of Ordinance No. 1539 as presented by staff with A.3 being removed in its entirety. There was concern that it could still potentially lead to a loss of housing in Brainerd for parking lot construction or expansion through the conditional use permit process.

Original Ordinance Section A.3

A. Except as provided in Section A of this chapter, no permit shall be issued to allow the demolition of a dwelling unit in the Traditional Neighborhood 1 (TN-1), Traditional Neighborhood 2 (TN-2), Contemporary Neighborhood 1 (CN-1), or Contemporary Neighborhood 2 (CN-2) Zoning Districts unless:

3. City Council approval has been granted for an alternative use of the property.

Staff's interpretation of "approval of an alternative use" would be in the form of an approved conditional use permit or interim use permit. Conditional Uses and Interim Uses are permitted in the zoning district if they are listed in the table of uses for the zoning district and the application meets all the conditions listed in the Allowed Use Section and the Rules and Administration Section of the Zoning Code.

City Council

City Council was presented Ordinance No. 1539 with the removal of A.3 per recommendation of the Planning Commission. The first reading was conducted on November 21st. The second reading of proposed Ordinance No. 1539 was conducted on December 5th, in addition to another public hearing. There was concern from the public that the removal of line A.3 would negatively affect potential future projects in the City of Brainerd. Proposed Ordinance No. 1539 failed for lack of a second motion. A question was asked to the City Attorney if line A.3 could be added back into the ordinance as part of the motion. The City Attorney indicated that the process must restart because the ordinance in its entirety must be read twice at City Council. City Council then directed the Planning Commission to review the ordinance and bring it back to council with potentially new language.

Extension of the Moratorium

Staff is presenting proposed Ordinance No. 1540 to City Council at the December 19th meeting, which imposes an additional 3-month moratorium on the conversion of dwelling units to green space or surface parking in the TN-1, TN-2, CN-1, or CN-2 Zoning Districts. The original six-month moratorium will expire on January 17th. If approved, the three-month moratorium extension would go into effect on January 15th.

Proposed Ordinance No. 1541

Staff is presenting Planning Commission with a revised ordinance that amends Section 515-4: General Building and Design Standards and restricts the demolition of dwelling units in the Traditional Neighborhood 1 (TN-1), Traditional Neighborhood 2 (TN-2), Contemporary Neighborhood 1 (CN-1), or Contemporary Neighborhood 2 (CN-2) Zoning Districts.

The primary concern from public testimony and City Council was the removal of line A.3. Staff's recommendation for line A.3 is as follows:

“City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property other than for parking lots.”

Other options for Section 515-4-14 A.3

“City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property other than for parking lots or a vacant contiguous or noncontiguous lot.”

“City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property other than for off street parking as a primary use or green space as a primary use.”

“City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property other than for parking lots or more than fifty percent green space.”

Definitions from Zoning Code

Parking Lot. An off-street, ground level area, usually surfaced and improved, for the temporary storage of motor vehicles.

Green Space. Open, undeveloped land with natural vegetation.

There are no definitions for off street parking or vacant lot.

- Staff's interpretation of a vacant lot is “any lot lacking a primary use” or “any contiguous lot lacking a use that is accessory to a primary use.”
- Staff's interpretation of off-street parking is “any legal off-street area for the temporary storage of motor vehicles.” Off-street parking can be on improved or unimproved surfaces depending on the location of the off-street parking area. Off street parking area's adjacent to alley's can be on class 5, rock, and grass. Parking lots in most cases must be an improved surface such as asphalt or concrete.

Staff's Recommendation

Staff is recommending proposed Ordinance No. 1541 as proposed with line A.3 as follows:

- "City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property other than for parking lots."
- Line A.3 as described will not allow for the demolition of a dwelling unit on a lot for the construction of a parking lot under any circumstances other than requesting a rezoning.
- The ordinance as presented does not allow for the removal of a dwelling units for green space through an administrative process. A dwelling unit cannot be demolished upon purchase of a property in the restricted zoning districts. This was a concern as institutions could potentially remove homes prior to applying for conditional use permits or rezoning requests. A potential project would be reviewed by the Planning Commission and City Council before the removal of a dwelling unit for an alternative use.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Consider Amendment To Interim Use Permit For Additional Short Term Rental - 1005 S 6th Street

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Community Development Director

Department: Community Development

Presenter: James Kramvik

Estimated Time Needed: 5 min

Summary of Issue:

Rick Badeaux has submitted a request for an Interim Use Permit amendment to operate one additional short-term rental in a 4-unit rental building at 1005 S 6th Street. City Council approved the original Interim Use Permit at their regularly scheduled meeting on May 16th, 2022 for one short term rental unit with the condition that the applicant be allowed to change which unit in the building is used as a short-term rental upon notification of staff and reinspection by the Building Inspector and Fire Marshal.

Alternative, Options, Effects on Others/Comments:

The Planning Commission considered this amendment to the current Interim Use Permit for the operation of two short-term rentals at 1005 S 6th Street at their regularly scheduled meeting on December 21st. The Planning Commission voted unanimously to approve the Interim Use Permit amendment as presented.

Recommended Action/Motion:

Approval of this Interim Use Permit Amendment for two short term rental units conditional on reinspection by the Building Inspector and Fire Marshal. Additionally, staff recommends that the applicant be allowed to change which units in the building are used as short-term rentals upon notification of staff and reinspection by the Building Inspector and Fire Marshal. Only two units may be advertised as a short-term rental at any given time.

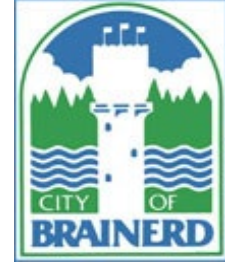
Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: December 21, 2022

RE: Interim Use Permit Amendment for Short Term Rental – 1005 S. 6th St.

Rick Badeaux has submitted a request for an Interim Use Permit amendment to operate one additional short-term rental in a 4-unit rental building at 1005 S 6th St.

P.I.N. 41240594

Zoning District: Traditional Neighborhood 2 (TN-2) District

Property Area: 9,414 SQFT

Adjacent Uses: North: Single Family Dwelling Unit (Rental Property)
East: Single-Family Dwelling Units
South: Single Family Dwelling Unit
West: Single Family Dwelling Units

Adjacent Zoning: North: TN-2 (Traditional Neighborhood 2) District
East: TN-1 (Traditional Neighborhood 1) District
South: TN-2 (Traditional Neighborhood 2) District
West: TN-2 (Traditional Neighborhood 2) District
& TN-1 (Traditional Neighborhood 1) District

Findings of Fact

1. City Council approved the original Interim Use Permit at their regularly scheduled meeting on May 16th, 2022, for one short term rental unit conditional on reinspection by the Building Inspector and Fire Marshal and the Interim Use Permit complies with all provisions of the adopted Zoning Code. Additionally, staff recommends that the applicant be allowed to change which unit in the building is used as a short-term rental upon notification of staff and reinspection by the Building Inspector and Fire Marshal. Only one unit may be advertised as a short-term rental at any given time.
2. 1005 S 6th St. is located in the Traditional Neighborhood 2 (TN-2) District. The operation of a short-term rental requires an Interim Use Permit in a TN-2 District per [Section 515-2 Allowed Uses, Appendix A: Table of Uses](#) of the Code of Ordinances.
3. Short-term rentals must comply with the following minimum standards as required by [Section 515-3-34](#) of the Code of Ordinances:
 - a. The maximum rental period shall not be more than 28 consecutive nights.
 - i. *The applicant is requesting the use of two units as short-term rentals at any one time. The applicant understands that he must inform staff which*

units are being used as short-term rentals and all required inspections must be completed.

- b. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.
 - i. *The owner, Rick Badeaux, of the multifamily dwelling at 1005 S 6th St. is applying for an amended Interim Use Permit.*
- c. The application for an Interim Use Permit shall include:
 - i. The number of bedrooms with dimensions and all other sleeping accommodations.
 - 1. *The applicant has provided the floor plans of each unit in an accompanying document with the following information regarding the bedrooms to be made available for rent:*
 - a. *Unit 1: 1 Bedroom - 144 sq. ft.*
 - b. *Unit 2: Studio – 436 total sq. ft.*
 - c. *Unit 3: Studio – 360 total sq. ft. (Original Short-Term Rental)*
 - d. *Unit 4: 2 Bedrooms - 100 sq. ft. for each bedroom*
 - i. *Section 404.4.1 of the International Property Maintenance Code states that “every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.”*
 - ii. The number of off-street parking spaces available to guests.
 - 1. *A GIS map of the property has been included as an additional document as well as a drawing from the applicant. There is a total of 4 parking spaces available for the two short-term rental units.*
 - iii. All accessory structures and outdoor recreational features available for guest use.
 - 1. *The applicant indicates that there are no outdoor structures or recreational areas.*
 - iv. A pet, garbage, noise, and parking policy.
 - 1. *The applicant states that the short-term rental rule is that garbage should be put out on the day of collection or if needed not to be put out before 6:00 PM at night the day before. Expectations are that the garbage bin is returned to the side of the house the same day as collection.*
 - 2. *The applicant indicates there will be a NO PET policy.*
 - v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
 - 1. *The applicant will verify with City staff that emergency contact information and the location of fire extinguishers has been posted for renters prior to occupancy.*
- d. A permit holder must disclose in writing to their renters the following information regarding property policies and City codes:
 - i. **Contact Information.** The managing agent or local contact's name, address, and phone number. The agent shall be available 24 hours a day, seven days a week, whenever the property is being rented. Property

contact information will be always accessible to the public on the City of Brainerd website.

- ii. **Occupancy.** The maximum number of guests allowed on the property
- iii. **Garbage.** Garbage and refuse containers shall be placed out for collection no earlier than 6:00 P.M. the day before collection and removed by the end of the day of collection. Garbage shall be placed in fly tight containers sufficient to receive all garbage which may accumulate between times of collection.
- iv. **Noise.** No person shall, between the hours of 10:00 P.M. and 7:00 A.M. congregate at, or participate in the any party or gathering of two or more people from which noise emanates of a sufficient volume so as to disturb the peace, quiet, or repose of another person
- v. **Pets.** No person shall keep, maintain, or otherwise house more than a total of four cats or dogs within any household in the City of Brainerd. It shall be unlawful for any person to allow a dog or cat to run at large and to keep or harbor a dog that habitually barks, yelps, howls, cries, or whimpers so as to unreasonably disturb the peace and quiet of any person in the vicinity. The owner of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.
- e. The occupancy of a short-term rental shall be limited to not more than 3 people per bedroom or the occupancy set by the Building Official, whichever is less.
 - i. *Per Section 404.4.1 of the International Property Maintenance Code, the maximum occupancy per unit under the proposed zoning code would be:*
 - 1. Unit 1 – 2 persons
 - 2. Unit 2 – 2 persons
 - 3. Unit 3 – 2 persons
 - 4. Unit 4 – 2 persons
- f. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the building department, whichever is stricter.
 - i. *The rooms used for sleeping have been inspected by the housing inspector for occupancy, egress, and smoke detectors as part of the rental inspection process. The home was inspected for a rental license on 06/08/22 and passed all building and rental code requirements.*
- g. The short-term rental shall be connected to city sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).
 - i. *The house is connected to city sewer and water.*
 - i. *Each unit has a full bathroom.*
- h. Additional occupancy by use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
 - i. *The applicant is not proposing the use of any recreational vehicles, tents, accessory structure, or fish houses for occupancy.*
- i. The permit holder shall keep a report, detailing use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.

- j. A short-term rental shall be a licensed rental unit by the city and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshall.
 - i. *The property was inspected and licensed as a rental on 06/08/2022 with license number CR2022-00540.*
- k. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
- l. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
- m. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.
 - i. *The applicant has applied for state and local sales tax numbers for the existing unit and will be required to update any tax information prior to occupancy.*

As of this writing, no one has contacted the Community Development Department with concerns about the Interim Use Permit.

Staff Recommendation

Staff recommends approval of this Interim Use Permit Amendment for two short term rental units conditional on reinspection by the Building Inspector and Fire Marshal. Additionally, staff recommends that the applicant be allowed to change which units in the building are used as short-term rentals upon notification of staff and reinspection by the Building Inspector and Fire Marshal. Only two units may be advertised as a short-term rental at any given time.



City Planning Department

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

Receipt # _____
Check # _____
Date paid: _____

INTERIM USE PERMIT

Application Form (residential - \$250.00 / commercial - \$500.00 + \$500.00 escrow deposit)

(This form must be filled out completely before your application will be accepted)

Property Address for this Interim Use Permit: 1005 S 6th street Brainerd MN 56401

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use Permit to allow short term rentals in a second unit at the above
LOCATION.

_____ at the property address listed above until the date of indefinitely

Legal Description (attach, if lengthy): Lot 15+16 Block 269 Addition _____

lots 15 and 16 Block 269 and N. 12 1/2 ft at lot 17
Block 269

Property Owner: Rick Badeaux

Address: 19868 159th st Elk River MN 55330
(Street) (City) (State) (Zip)

Contact Information #: 763-607-1523
(Home)

(Fax)

(Business)

propertylogick@gmail.com

(E-mail)

Applicant: (if different than Property Owner) _____

Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home) (Business)

(Fax)

(E-mail)

Contact Person: (if different than Property Owner) _____

Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home) (Business)

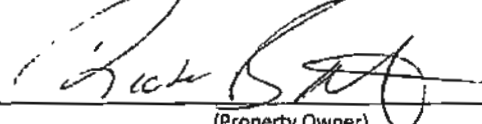
(Fax)

(E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.

Signed by:  Date: 11/28/2022
(Property Owner)

Rick Badeaux
(Property Owner-Please print Name)

Date:
(Applicant-If different than owner)

(Applicant - Please print name)

**Interim Use Permit
Supporting Information**

The City Council may approve an Interim Use Permit if all of the "Criteria for Review of Interim Use Permits" are met. In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the "*Criteria*", referred to in Section 515-6-1 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced to in Section 6-14 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
- (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
 - (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
 - (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
 - (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

City Of Brainerd
City Planning Department
501 Laurel Street
Brainerd, MN 56401

Dear City of Brainerd,

Please accept the following as a request for an IUP with the city of Brainerd. We currently have a 4 unit building at 1005 S 6th Street in Brainerd. We have a IUP that has granted the use of one short term rental inside of that building. We are looking for approval to add a second short term rental while maintaining 2 long term rentals.

This request requires zero structural changes outside of cosmetic changes. Please see the attached request for your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Badeaux", followed by a long horizontal line extending to the right.

Rick Badeaux

Interim Use Permit Site Plan Checklist

Interim Use Permit Site Plan Attachments. Provide a narrative addressed to the City of Brainerd describing the following:

- ☐ Responses to criteria for review of Interim Use Permits on Page 2.
- ☐ Approximate number of employees.
- ☐ Type of clientele.
- ☐ Hours of operation.
- ☐ Number of customer seats, if food service related.
- ☐ Handling of deliveries.

The applicant shall provide a Site Plan, which includes the information described below, as set forth in the Zoning Ordinance.

- ☐ Site Plan drawn to scale on a sheet not less than 11"x17".

NOTE: With approval by City Staff at a Pre-Application Meeting prior to submitting the Site Plan, it may be possible to exclude some of the following items from the Site Plan. Please place a check mark in the box in front of each item that is included as part of the application materials submitted for approval.

- ☒ Name(s) and address (es) of the applicant(s). *Rick Badcane*
- ☒ Name(s) and address (es) of the owner(s) of record of the property. *~~1005 S 6th Street Brainerd, MN 56401~~
19868 159th ST. Elk River MN 55330*
- ☐ Name and address of the person or firm preparing the site plan.
- ☒ Property address (es). *1005 S 6th Street Brainerd, MN 56401*
- ☐ Date of Preparation.
- ☐ North Arrow.
- ☐ Scale: The scale shall not be less than 1"=10', and no greater than 1"=60'.
- ☒ Legal Description. *lots 15 and 16 Block 269 and N. 1/2 1/2 ft of lot 17 Block 269*
- ☐ Boundary Survey.
 - Size and location of all existing and proposed buildings, additions, structures and uses, including:
 - ☐ Setback distance to property lines;
 - ☒ Exact exterior dimensions of each building;
 - ☒ Location of entrances;
 - ☒ Number of dwelling units; and,
 - ☒ Square footage of each type of use.
- ☒ Zoning designation of the property. *TN-2*
- ☒ Proposed use of the property in sufficient detail to determine code compliance.
- ☐ Existing and proposed location and size of sanitary sewer mains and service lines.
- ☐ Existing and proposed location and size of water mains, service lines and hydrants, and/or water well.
- ☐ Existing and proposed location and size of electrical service (electrical riser diagram) and the location of high-pressure gas lines, high tension transmission lines, cable TV, and telephone lines.
- ☐ Existing and proposed location and size of storm drainage facilities on the property and adjacent to the property.
- ☒ Location and dimensions of all existing paved surfaces and of all abutting streets.

(con't)

- ✓ Existing and proposed location and dimensions of parking areas, individual parking spaces and drive aisles, driveways, curb cuts, easements, and rights-of-way, loading areas, dividers, curbs, islands, and other parking and drive improvements. Also include the number of proposed parking spaces and parking lot construction materials (City Code Section 515-22-1).
- ✓ Location of existing and proposed outdoor trash and dumpster areas and methods for screening such areas (City Code Section 515-20-1).

Location and type of all existing and proposed signs (City Code Section 515-37-1).

Evidence that the proposed work or activity will comply with the Outdoor Lighting requirements, set forth in Section 515-18-1 of the Zoning Ordinance. Specifically, the application shall include:

- ☐ Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;
- ☐ A detailed description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices. The description shall include manufacturer's catalog cuts and drawings, including sections when requested;
- ☐ Photometric data, such as that furnished by manufacturers, showing the angle of cut off or light emissions.

Location of water bodies, watercourses, and flood-prone areas with delineated channel encroachment lines, wetland boundary lines, 100-year flood plain boundary line, and floodway boundary line (City Code Sections 515-76-1; 515-77-1; 515-78-1).

Location of natural features such as: existing trees or hills, wetlands.

A landscape plan (City Code Section 515-20-1) showing:

- ☐ The location of plants.
- ☐ Identification of any trees to be removed.
- ☐ Protection methods for existing trees during construction.
- ☐ Identification of any trees to be removed.
- ☐ Protection methods for existing trees during construction.
- ☐ Areas to be seeded or sodded.
- ☐ Location, dimensions, topography or any berming.

- ✓ Location and type of underground sprinkler system. — NONE

☐ A plant that includes:

- ☐ The plant species;
- ☐ The quantity of each type of plant; and,
- ☐ The size of each plant at the time of planting.

- ✓ The location of fences and walls (City Code Section 515-19-0).

☐ Two (2) copies of architectural drawings of all new buildings or structures, or alterations, at a scale not to exceed 1"=8'.

- ✓ Building floor plans indicating existing and proposed usage, interior floor area and/or patron floor area.

☐ A note to be placed on all *Site Plans* to read as follows: "All construction materials, dumpsters, detached trailers, or similar items are prohibited on public streets or within the public right-of-way."

1005 S 6TH ST
Brainerd, MN 56401

Houses
41240595

Garage

FENCE

41240594 150.37'

S 6TH ST

62.61'



Tenant

Tenant

Garage

150.37'

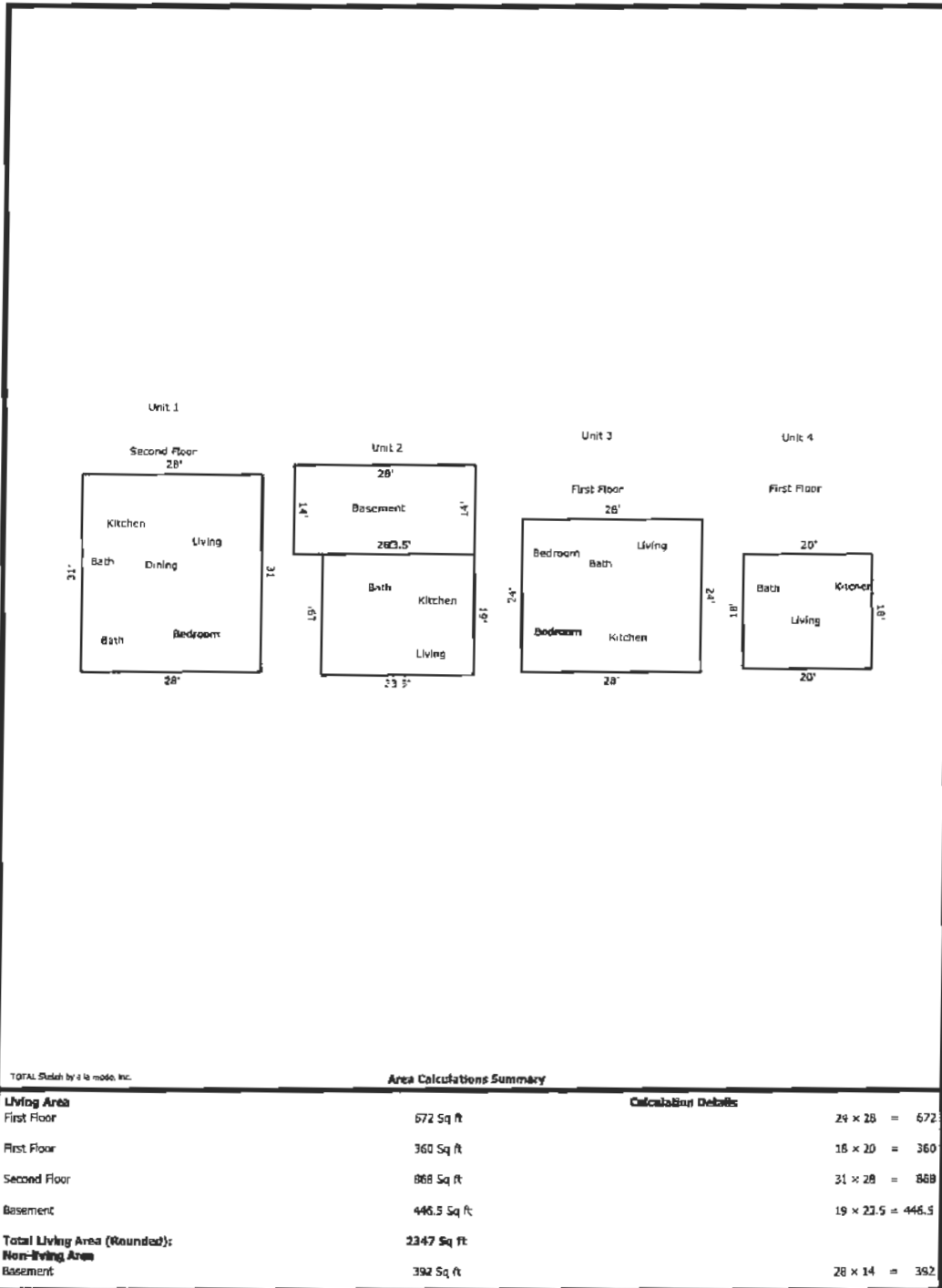
41240593

PARKING FOR 5

62.61 ft
fence

Building Sketch

Borrower	Richard Bodeaux				
Property Address	1005 S 6th St.				
City	Brainerd	County	Crow Wing	State	MN Zip Code 56401
Lender/Client	Goldwater Bank, N.A.				



Small Residential Income Property Appraisal Report

File # 909271917

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1005 S 6th St **City** Brainerd **State** MN **Zip Code** 56401
Owner Richard Badaeur **Owner of Public Record** BRADLY B HICKS **County** Crow Wing

Legal Description See attached addenda
Assessor's Parcel # 41240594 **Tax Year** 2020 **R.E. Taxes \$** 2,654.00
Neighborhood Name Brainerd **Map Reference** county **Census Tract** 9511.00

Occupant ☒ Owner ☐ Tenant ☐ Vacant **Special Assessments \$** 0 ☐ PUD ☐ HOA \$ 0 ☐ per year ☐ per month

Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)

Lender/Client Goldwater Bank, N.A. **Address** 7400 E Orchard Rd #2100N, Greenwood Village CO 80111

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
Report data source(s) used, offering price(s), and date(s). MLS# 5694020; the subject was offered for sale for \$177,000 on 01/05/2021. The subject was listed for 0 days.

1 ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. The subject was sold for \$179,000 on 12/17/2020. The listing is after the sale and presumed to be data input for the MLS system.

Contract Price \$ 179,000 **Date of Contract** 12/17/2020 **Is the property seller the owner of public record?** ☒ Yes ☐ No **Date Source(s)** COUNTY

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the terms to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			2-4 Unit Housing Trends			2-4 Unit Housing		Present Land Use %	
Location	☒ Urban	☐ Suburban ☐ Rural	Property Values	☒ Increasing	☐ Stable ☐ Declining	PRICE	AGE	One-Unit	90 %
Built-Up	☒ Over 75%	☐ 25-75% ☐ Under 25%	Demand/Supply	☒ Shortage	☐ In Balance ☐ Over Supply	\$ (1000)	(yrs)	2-4 Unit	2 %
Growth	☐ Rapid ☒ Stable	☐ Slow	Marketing Time	☒ Under 3 mths	☐ 3-6 mths ☐ Over 6 mths	80	Low	Multi-Family	2 %
Neighborhood Boundaries			The subject is bound by 6th to the west, 28th to the east, Highway 25 to the north, and Willow to the south.			400	High	Commercial	4 %
Neighborhood Description			The subject is surrounded by residential properties. It is located within close proximity to schools, public services, and retail shopping.			190	Pred.	Other	2 %

Market Conditions (including support for the above conclusions) Market conditions appear to be stable. Sales are typically seasonal and the current market is relatively slow for the short term, however, it is picking up.

Dimensions 62' x 150' **Area** 9,300 sq ft **Shape** Rectangular **View** N, Res;

Specific Zoning Classification B-2 **Zoning Description** Neighborhood Business

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe Residential

use is legally possible, financially feasible, and physically possible.

Utilities		Public		Other (describe)		Off-site Improvements - Type		Public		Private	
Electricity	☒	☐	Water	☒	☐	Street	Bituminous	☒	☐	☐	☐
Gas	☒	☐	Sanitary Sewer	☒	☐	Alley	None	☒	☐	☐	☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No **FEMA Flood Zone** X **FEMA Map #** 27035C0527C **FEMA Map Date** 8/15/2017

Are the utilities and/or off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

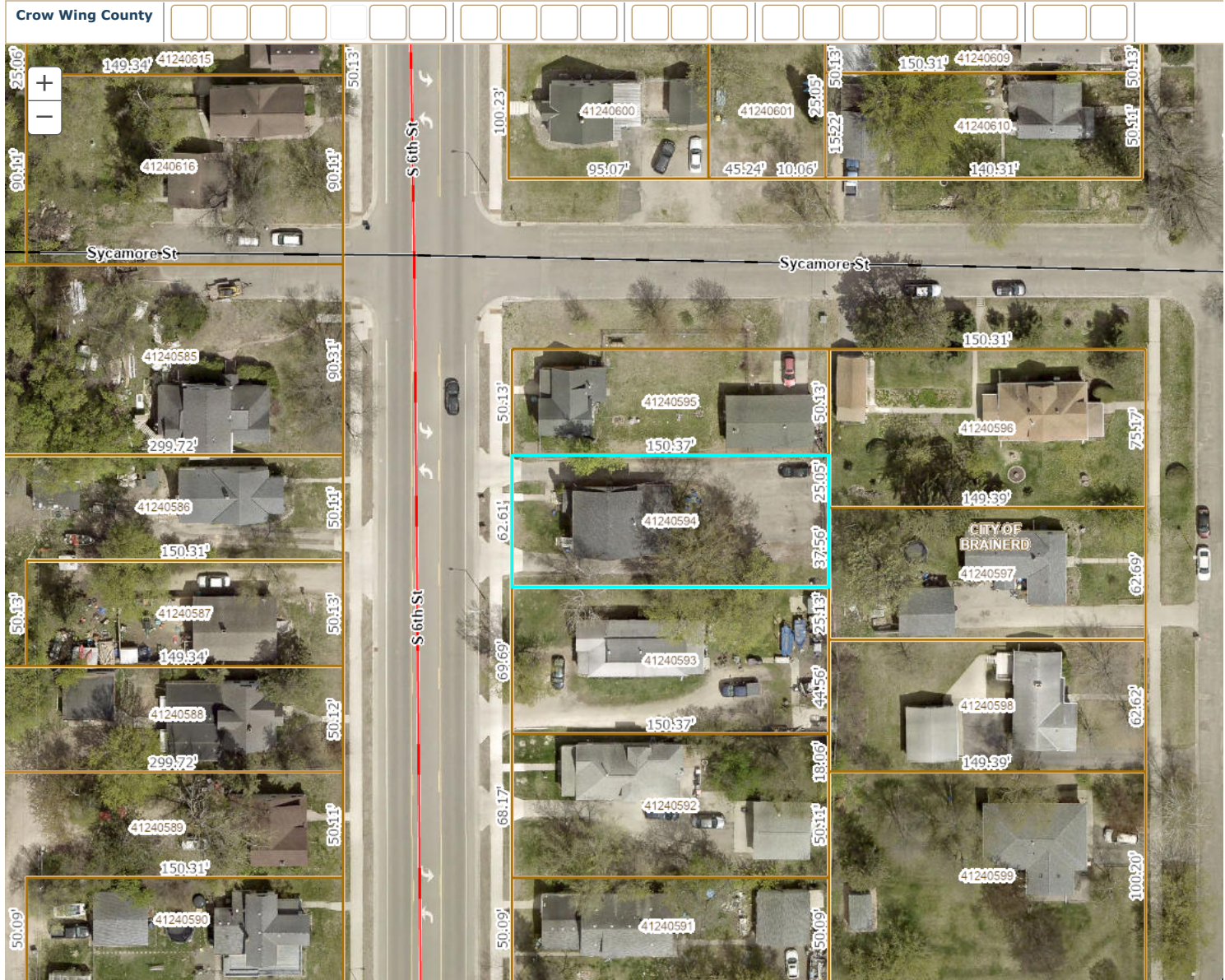
Are there any adverse site conditions or external factors (basements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	☐ Two ☐ Three ☒ Four	☐ Concrete Slab ☐ Crawl Space	☒ Full Basement ☐ Partial Basement	Foundation Walls	concrete/average	Floors	carwd/average				
☐ Accessory Unit (describe below)				Exterior Walls	Wood/average	Walls	SR/average				
# of Stories	2 # of bldgs. 1	Basement Area 839 sq.ft.		Roof Surface	Asph/average	Trim/Finish	wd/average				
Type	☒ Det. ☐ Att. ☐ S-Det/End Unit	Basement Finish 0 %		Gutters & Downspouts	metal/average	Bath Floor	tile/average				
☒ Existing ☐ Proposed ☐ Under Const.		☐ Outside Entry/Exit ☐ Sump Pump		Window Type	wd/average	Bath Wainscot	fg/average				
Design (Style)	fourplex	Evidence of ☐ Infestation		Storm Sash/Insulated	metal/average	Car Storage					
Year Built	121	☐ Damages ☐ Settlement		Screens	metal/ave	☐ None					
Effective Age (Yrs)	45	Heating/Cooling		Amenity		☒ Driveway # of Cars 2					
Attic	☐ None	☒ FWA ☐ HWAB ☐ Radiant		☐ Fireplace(s) # 0 ☐ Woodstove(s) # 0		Driveway Surface		gravel			
☐ Drop Stair ☐ Stairs		☐ Other ☐ Fuel gas		☐ Patio/Deck none ☐ Fence none		☐ Garage # of Cars 0					
☐ Floor ☒ Scuffs		Cooling ☒ Central Air Conditioning		☐ Pool none ☐ Patch porch		☐ Carport # of Cars 0					
☐ Finished ☐ Heated		☐ Individual ☐ Other		☐ Other none		☐ Att. ☐ Det. ☐ Built-in					

# of Appliances	Refrigerator	4	Range/Oven	4	Dishwasher	Disposal	Microwave	Washer/Dryer	Other (describe)
Unit # 1 contains:	4 Rooms	2 Bedrooms	1 Bath(s)	672	Square Feet of Gross Living Area				
Unit # 2 contains:	4 Rooms	2 Bedrooms	1 Bath(s)	868	Square Feet of Gross Living Area				
Unit # 3 contains:	2 Rooms	0 Bedrooms	1 Bath(s)	360	Square Feet of Gross Living Area				
Unit # 4 contains:	2 Rooms	0 Bedrooms	1 Bath(s)	446	Square Feet of Gross Living Area				

Additional features (special energy efficient items, etc.). see grid.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C4: No updates in the prior 15 years; Physical depreciation due to normal wear and tear. Functional utility is good. The subject is well maintained.



NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Rick Badeaux has submitted a request for an Interim Use Permit Amendment to operate one additional short-term rental at 1005 S 6th St. The four-plex at 1005 S 6th St. is currently permitted to operate one short-term rental. The property included in this application is described as:

*LOTS 15 AND 16 BLOCK 269 AND N. 12 1/2 FT OF LOT 17 BLOCK 269
TOWN OF BRAINERD & FIRST ADDITION TO BRAINERD
P.I.N. 41240594
Section 24, Township 45, Range 31*

The property is zoned Traditional Neighborhood 2 (TN-2) District, which permits the operation of short-term rentals as an Interim Use according to Zoning Code Section 515-3 Appendix A Table-of-Uses provided it meets the required provisions as listed under 515-3 Allowed Uses. Information on the proposed short-term rental is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, December 21, 2022 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Interim Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2309.

Dated this 7th day of December 2022



James L. Kramvik
Community Development Director

Publication Date: December 10th, 2022



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Removal of Nuisance Abatement Assessment for 814 Front Street

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: James Kramvik, CDD

Department: Community Development

Presenter: James Kramvik, Connie Hillman

Estimated Time Needed: 5 min

Summary of Issue:

814 Front Street (PID 41241501) was issued four citations for an unlicensed vehicle and one citation for snow removal in the fall/ winter of 2021/ 2022. The property at the time was owned by Kilchurn Management LLC. The new owner, Fenway Properties LLC, purchased the property on April 1st 2022, and was unaware of the citations. There have been no property maintenance issues after the property was purchased by the new owner. Active citations would not have show up in an assessment search.

Alternative, Options, Effects on Others/Comments:

The assessment hearing letter to contest assessments was mailed to the previous owner of the property. The previous owner did not forward the letter to the new owner of the property until recently. As a result, Fenway Properties LLC was unable to attend the public hearing for nuisance assessments. Staff recommends working with Crow Wing County to remove the nuisance assessment fee as the new owner did not violate City Code and has had no issues with the property.

Recommended Action/Motion:

Ask Crow Wing County to remove \$662.08 for the nuisance assessment applied to PID 41241501 and if the County is unable to remove the fee, the City pays the \$662.08 to Crow Wing County. Also, attempt to collect the the assessment amount from the previous owner.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$662.08

Is this budgeted? (Please Explain) \$40,000 is budgeted in 2023 to be received in certified nuisance assessments.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Approve Award for TH 210/Lum Park Pedestrian Bridge Feasibility Study

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: City Engineer/PW Director Dehn

Department: Public Works

Presenter: City Engineer/PW Director Dehn

Estimated Time Needed: 5 Minutes

Summary of Issue:

Staff issued a Request for Proposals for a Feasibility Study for the TH 210/Lum Park Pedestrian Bridge and CLST Project. A total of 6 proposals were received.

Alternative, Options, Effects on Others/Comments:

At the November 21, 2022 City Council meeting, the Council authorized \$35,000 of ARPA funds for a Feasibility Study on the TH 210/Lum Park Pedestrian Bridge and CLST Project. Staff issued a Request for Proposals (RFP) and received 6 responses.

Proposals were evaluated on Project Understanding (20%), Technical Approach and Work Plan (25%), Qualifications/Experience (25%), and Project Cost & Fees (30%). Total fees for the Consultants were as follows: Bolton & Menk (\$29,929/\$51,929), SEH (\$68,000), SRF (\$34,585), Stonebrook (\$34,288), Widseth (\$56,902), and WSB (\$32,204). Staff reviewed all proposals based on the evaluation criteria. After review, staff feels that SRF had presented the overall best proposal with all criteria considered.

Recommended Action/Motion:

Staff recommends approving the proposal from SRF for a Feasibility Study on the TH 210/Lum Park Pedestrian Bridge and CLST Project in the amount not to exceed \$34,584.30.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$32,204

Is this budgeted? (Please Explain) Yes, Council authorized \$35,000 of ARPA funds to this Feasibility Study.

CITY OF BRAINERD
REQUEST FOR PROPOSALS

**TH 210/LUM PARK PEDESTRIAN BRIDGE
FEASIBILITY STUDY**

PROJECT OVERVIEW

The City of Brainerd is seeking proposals from a consultant engineering firm to provide engineering services for the preparation of a feasibility study for a pedestrian bridge across TH 210 adjacent to Lum Park in Brainerd, MN.

BACKGROUND

As of the 2020 Census, the City of Brainerd has a population of 14,395. The city is home to several parks and trails scattered throughout the city. Trails within Brainerd include the Paul Bunyan State Trail, Buffalo Hills Trail, and the Cuyuna Lakes State Trail. This study is directly related to the Cuyuna Lakes State Trail. Currently, this trail mainly connects communities east of Brainerd with disconnected segments within Brainerd. The Cuyuna Lakes State Trail in Brainerd generally progresses from NW 4th Street and Laurel Street, across the Mississippi River, along city routes such as East River Road, College Drive, Oak Street, Norwood Street and Laurel Street, finally ending at the Northern Pacific Center. There is an additional segment along the north side of TH 210 from NW 5th Avenue to Lum Park in the east portion of the city. Outside of the city limits, the nearest the current state trail reaches to the city is around the Riverton area.

There are currently plans and grant applications being sought out to create connections for the trail, both within Brainerd and immediately east. Included in the last Minnesota State Legislative Bonding Bill, was a trail segment connecting the current end at the Northern Pacific Center and 28th Street. 28th Street currently has behind-the-curb trail segment connecting up to TH 25. In 2023, MnDOT is intending to construct a segment of the trail between 28th Street and 10th Avenue NE as part of their bridge replacement project over the BNSF railway. In the latest round of Transportation Alternatives (TA) grant application solicitations, the Cuyuna Lakes State Trail Association applied for grant funding to construct an additional segment of the state trail within the Mississippi Northwoods area and nearly the east side of the city of Brainerd. As part of that same solicitation, the City of Brainerd is applying for construction of trail segment along 10th Avenue NE between TH 25 and TH 210 with consideration of including a connection to Lum Park via a grade-separated pedestrian bridge.

Recently, the MnDNR had completed user counts on segments of the Cuyuna Lakes State Trail. Nearby Ironton, trail usage showed daily averages of over 115 (over Jan-Nov 2021 time period) and nearly 250 during the weekends. At a location just north of Crosby, equally heavy usage included a daily average of over 225 users (over Jan-Nov 2022 time period) with a weekend daily average of over 430 users. It could be anticipated that once a connection of the Cuyuna Lakes State Trail is completed to Brainerd, a portion of that usage could access the Brainerd area as well as users from the Brainerd area access the trail network progressing to communities to the east.

SCOPE OF PROJECT

The overall project scope includes the construction of a grade-separated pedestrian bridge across MN Highway 210 adjacent to Lum Park in Brainerd, MN. Included in the project may potentially include the following:

1. Construction of a pedestrian bridge across TH 210; and,
2. Construction of off-street trail segment along the south side of TH 210 between 10th Avenue NE and the proposed pedestrian bridge; and,
3. Reconfiguration of 10th Avenue NE to incorporate an off-street trail segment adjacent to the east side of the street; and,
4. Construction of an enhanced pedestrian crossing across TH 25 at the intersection of 10th Avenue NE; and,
5. Construction of a trailhead facility at Lum Park adjacent to the proposed pedestrian bridge.

As part of the project, there are several factors and issues that should be considered as part of the process. Some of those issues include but are not limited to the following:

1. The Consultant will be responsible for reviewing the Feasibility Study, considering all existing data associated with the pedestrian bridge including, but not limited to, opportunities and constraints analysis, local access and trail use projections, and local, State and federal regulations. Ultimately a recommendation will be made as to where the bridge should connect. This will involve identifying appropriate city staff and stakeholders and driving the dialogue to conclusion with a recommendation that will go before City Council.
2. Aesthetics must be considered for use in presentation as well as environmental analysis. The TH 210/Lum Park Pedestrian Bridge will serve as a gateway for Brainerd on the east end of the city that represents the community, as well as our connection with the Cuyuna Lakes State Trail. Not only must the bridge serve non-motorized users, but it must also do so in an enjoyable and inviting way. The selected Consultant must have the ability to create visual rendering(s).
3. Bridge and approach design must take into account park land usage and the ability to accommodate the Lum Park Master Plan, trailhead, parking, and other facilities as well as minimizing impacts to wetlands and right-of-way taking (if needed) on the south side of TH 210.
4. Identification of all necessary environmental documents and guidance available from federal, state, and local agencies.
5. The Consultant shall analyze these environmental documents, guidance, and other applicable documents to produce an Environmental Impact Summary. Items of consideration shall include, but not be limited to:

- a. Applicable Code of Federal Regulations requirements including 4(f). Consultant shall identify all applicable resources and potential impacts.
 - b. Air, Noise, and Water Quality impact.
 - c. Threatened and endangered species.
6. Consideration for all applicable modes of transportation and potential users of the pedestrian bridge, including (but not limited to) pedestrians of various ages and abilities, ADA assistance vehicles, bicycle, and maintenance motor vehicle access.

GENERAL SCOPE OF SERVICES

The overall general scope of services will include evaluation of the feasibility, alternative layouts, right-of-way needs, and alternative costs for the construction of a pedestrian overpass across MN Highway 210 in Brainerd, MN. The Feasibility Study will be prepared cooperatively by and between the Consultant, City staff, select members of the City Council, and select members of the Park Board. Those parties would form the Project Management Team (PMT) for input and decision-making regarding the study. The preferred location for the proposed pedestrian bridge is adjacent to Lum Park on the east side of Lum Park Road. Alternative locations for the overpass may be evaluated with the study if the preferred location proves to be not feasible. Other requirements to be included with the scope of services include:

1. Establishment of preliminary property lines and topography using available information, including City, County and MnDOT GIS information and mapping, LIDAR contours, aerial photography, and other available information.
2. Collection and investigation of the existing soils, including but not limited to soil map review and soil borings, to perform a preliminary structural bridge analysis to be included with the final report.
3. The development of a up to two (2) planning level layouts for the proposed pedestrian bridge in the preferred location, including abutments, piers, approaches, and other related improvements. Conduct preliminary engineering investigations, data collection, project scoping and environmental permitting and reporting, if any.
4. Collection of preliminary field boundary and topographic survey information as required to verify the feasibility of the planning level layout and design alternatives and a preliminary determination of right-of-way needs to assist in planning level alternative decision making.
5. The development of planning level project cost estimates for the planning level layout and design alternatives.
6. Preliminary evaluation of environmental for the alternative layout and design alternatives.

7. Evaluation of advantages and disadvantages and cost comparisons of the alternative layouts and bridge structure options.
8. Coordination with other governmental agencies as needed, including but not limited to, MnDNR and MnDOT.
9. Identification of alternative funding opportunities, requirements, and timelines.

PMT MEETINGS

The Project Management Team (PMT) shall consist of the Consultant, City staff, City Council members, and Park Board members. The Consultant shall organize and host a series of PMT meetings to guide the project from outset to completion. Consultant work shall include preparation of meeting agendas and taking and reporting of meeting minutes. All work products shall be submitted for review and revision to the PMT, after which the Consultant will incorporate revisions and present an updated draft for PMT approval. The Consultant shall convene PMT meetings at major project touchpoints. It is anticipated the PMT will convene at the below points, with independent project communication/coordination via telephone and email in between meetings:

1. **PMT #1:** Kickoff to introduce the project, define staff roles, establish early guidance on project scope, approach, roles, objectives, and methodology, and assign action items.
2. **PMT #2:** Midway to present draft existing conditions, issues identified, layouts, and alternatives.
3. **PMT #3:** Final to present finalized documents, memos, and work products.

CONSULTANT PRESENTATIONS

At the completion of the preparation of the Feasibility Study, the Consultant will deliver informational presentations to the below bodies. Presentations may be virtual or in person.

1. **One (1) presentation to the Park Board.** Park Board meetings are typically held the third Tuesday of each month at 4:00 p.m. at the Brainerd City Hall or on an as-needed basis.
2. **One (1) presentation to the City of Brainerd City Council.** City Council meetings are typically held the first and third Monday of the month at 7:30 p.m. at the Brainerd City Hall.

SCHEDULE

1. Proposal submittals due on **Friday, December 23rd, 2022, at 12:00 PM**. No late submissions will be accepted.
2. Firm recommended and selected by City Council on January 3rd, 2023.
3. Feasibility Study completed by April 28th, 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. Proposed work plan and approach to the project including project management techniques to deliver a high quality and high value project.
4. Any other specific experience, knowledge, or abilities that uniquely qualify your firm and project team for this project.
5. In a separate submission, one copy of the estimated fees for the project for providing the desired services with a "not to exceed." The cost proposal shall include the following:
 - a. A cover/transmittal letter
 - b. 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.
 - c. Hourly rates for each specific employee proposed
 - d. Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies.
 - e. Identification of any assumption made while developing this cost proposal.
 - f. 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.
 - g. Separate alternative cost that includes providing assistance to the City to prepare and submit grant applications for design and construction funding identified in the Feasibility Study. This cost would be considered as an "add-on" service should the City wish to utilize this service.
 - h. 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, demonstrated competence and performance ability in preparing pedestrian bridge feasibility studies, 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	20%
Technical Approach and Work Plan	25%
Qualifications/Experience	25%
Project Cost & Fees	30%

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 Tuesday, December 20th, 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 Friday, December 23rd, 2022.

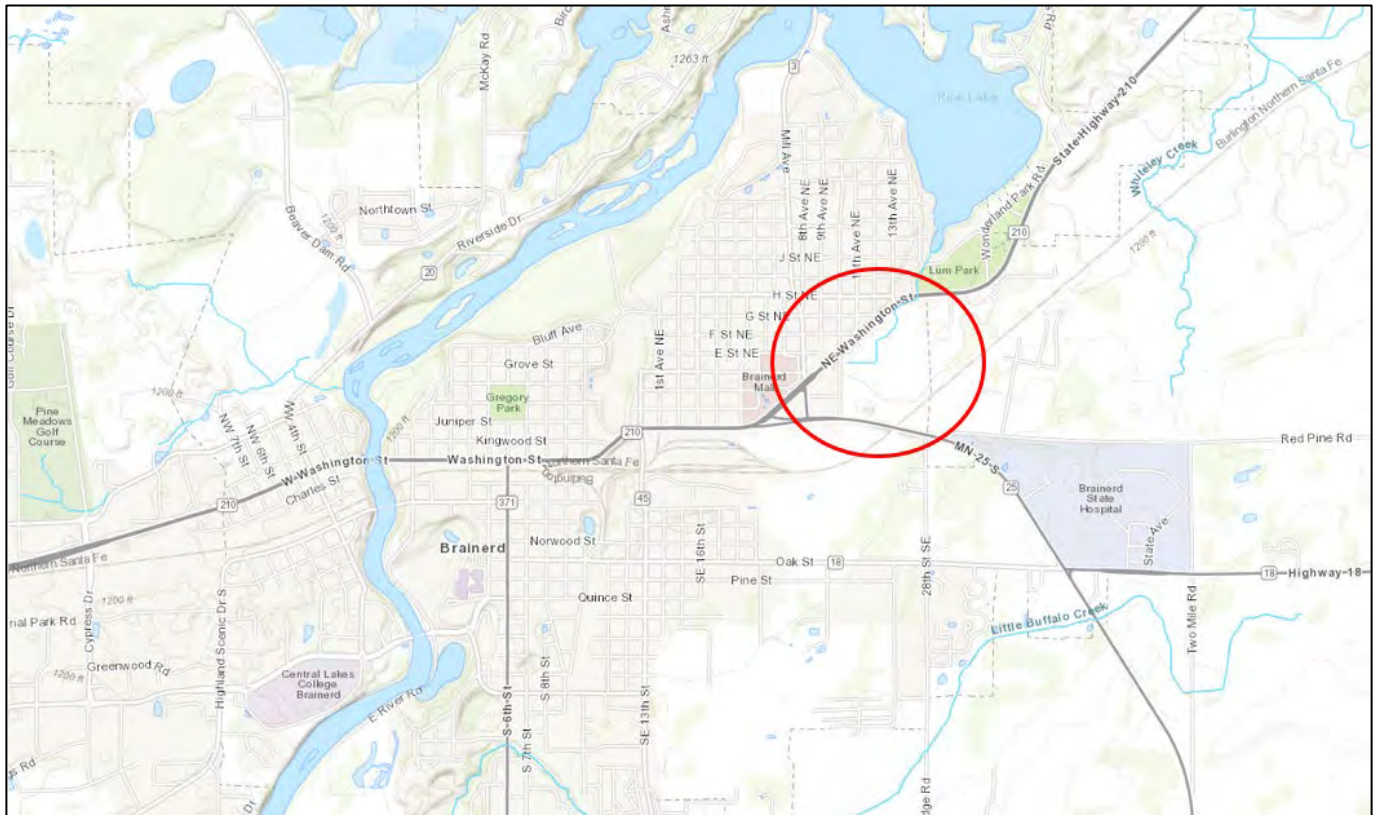
Digital proposals can be e-mailed to JDehn@ci.brainerd.mn.us.

A proposal recommendation will be presented to the City Council at 7:30 p.m. on Tuesday, January 3rd, 2023, 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

MAP OF PROPOSED STUDY





PROPOSAL

TH 210/Lum Park Pedestrian Bridge Feasibility Study
City of Brainerd | December 23, 2022

Contact:

Cody Christianson, PE, ENV SP
952-426-2700

Cody.Christianson@bolton-menk.com

7656 Design Road | Suite 200 | Baxter, MN 56425
218-825-0684 | Bolton-Menk.com



Real People. Real Solutions.

December 23, 2022

Jessie Dehn, PE, City Engineer/Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
JDehn@ci.brainerd.mn.us

RE: TH 210/Lum Park Pedestrian Bridge Feasibility Study

Dear Jessie:

The City of Brainerd is interested in establishing a more connected trail system by establishing a grade separated connection of the Cuyuna Lakes State Trail to Lum Park within the City of Brainerd. This project would improve pedestrian safety and connectivity for campers and Lum Park users. The feasibility of the grade separation may also dovetail into additional trail segments and a potential trailhead facility. As a full service, multi-disciplinary firm, Bolton & Menk brings the experience, know how, and practicality the City of Brainerd can rely upon to deliver not only the TH 210 Pedestrian Bridge Feasibility Study, but an entire host of accompaniments from layout alternatives to funding applications to environmental and construction documents.

Technical Experts – Our project manager, **Cody Christianson PE, ENV SP**, is a nationally recognized expert in bike and pedestrian planning and sustainable multi-disciplinary project delivery. Our local project advisor, **Phil Martin, PE** brings 30 years of experience including invaluable local knowledge manifested in personal connections with numerous agencies. Lastly, as lead bridge engineer and principal-in-charge I bring more than 22 years of bridge experience including successful delivery of more than 15 pedestrian structures since joining Bolton & Menk.

Local Expertise – With an office just a few miles from the project site, our local team provides virtually immediate access for in-person contact or project review and discussion. This local business model enables Bolton & Menk to be a responsive partner to the city by providing access to national technical expertise, from an office just down the road.

Practical Partner – In conjunction with a sound understanding of project goals we recognize the need for practical design concepts, delivered at reasonable rates. We live, work, and play in the same communities as you and take pride in delivering right sized projects that make those communities safe, sustainable, and beautiful.

In continued service to the City of Brainerd, we are excited to assist in developing concepts for the TH 210/Lum Park Pedestrian Bridge project. Cody Christianson will serve as your primary contact and project manager. Please do not hesitate to contact him directly at 952-426-2700 or cody.christianson@bolton-menk.com if you have any questions regarding our proposal.

Sincerely,
BOLTON & MENK, INC.



James D. Archer, PE
Principal Structural Engineer

Project Understanding

There is a current trail gap east of the Mississippi River in the City of Brainerd. While the city is home to two prominent state trails, the Cuyuna Lakes State Trail is the only trail that is fragmented and disjointed. **GOAL:** The City of Brainerd seeks to develop a grade separated crossing of TH 210 on the east side of town that will create fluidity and connectivity within the city, as well as continuity in the State Trail system as a whole. This linking of the two major state trail systems, the Cuyuna Lakes and the Paul Bunyan State Trails, also has the likely effect of bringing more visitors to the City of Brainerd.

A grade separation provides the safest crossing environment for the trail as well as an opportunity to create a welcoming visual entrance to the city.

AESTHETICS: A bridge will create an opportunity to make a visual statement. A statement if you will, that encourages, promotes, and celebrates both the trail system it carries and an active living culture within the city itself.

The original master plan brought the Cuyuna Lakes State Trail south of TH 210 where it would meet up with the Paul Bunyan State Trail. **COORDINATION:** There are currently ongoing planning and design efforts along TH 210 through Brainerd. Our project will need to work with MnDOT and project partners to incorporate a pedestrian bridge as current plans provide an at grade crossing just east of the proposed roundabout at TH 25 and TH 210. One such project partner is the MnDNR who we believe will be a strong partner and important advocate.



With BNSF Railroad tracks and shops south of TH 210, choosing a pedestrian bridge location that avoids a track crossing will mean lower structure height, shorter approaches, and less cost, not to mention less coordination and oversight by the railroad which will expedite the delivery schedule. **SCHEDULE:** Construction is planned to coincide with MnDOT work along TH 210 during the 2026 construction season. Completion of the study in April

will allow it to accompany the Transportation Alternatives grant application. **FUNDING:** While funding and grant applications are in process, we understand the project currently lacks funding. As such, we have provided a list of potential funding sources attached to the cost proposal along with a description of each, their timeline, match requirements, max award size, and level of effort to complete.

Project Approach

The feasibility study may be the first step toward a grade separation, but it will be developed in concert with planned TH 210 and TH 25 improvements. Our approach is to create open channels of communication for all parties and stakeholders to maximize access, flow, and safety for all modes of travel, as we aim to eliminate final design conflict or alteration. In doing so, we will also keep in mind the implications of Federal funding on the project, if awarded, and develop concepts in a manner that satisfies those requirements.

Key Personnel

We have assembled a team with proven local knowledge and experience, technical expertise, and talent to ensure success on the TH 210/Lum Park Pedestrian Bridge Study. Our team knows the project area well and has an exceptional track record of delivering pedestrian bridge projects for our clients. We value and understand the importance of achieving a vision that can be effectively implemented and supported by the City of Brainerd, Park Board, MnDOT, MnDNR, and trail users alike. Strategic project team member roles and bios have been included below.



**Cody Christianson, PE,
ENV SP**
Project Manager

As project manager, Cody will serve as the primary point of contact for the City of Brainerd, regularly communicating with city staff and project partners to track schedules and deliverables. Cody will provide high-level input on alternatives and cost drivers as well as a critical review of all project deliverables. Cody brings national multimodal and context-sensitive urban

design experience to the team and will be responsible for pedestrian and bikeway design. Cody will develop concept layouts and lead the team in the development of feasible and practical solutions that dovetail seamlessly into the community.

Cody began his career in transportation engineering in 2008. He is experienced in construction, civil project work, and project management. He has expertise in roadway engineering and design, bike and pedestrian planning and design, and sustainability. Cody is passionate about the transportation sector of civil engineering from urban paved streets in major cities to gravel pioneer roads, and how multimodal active transportation facilities can be integrated into the public right-of-way. His passion thrives on multi-disciplinary projects that bring new perspectives and insights to his work. Cody has national bicycle and pedestrian expertise that helps build support for improved multimodal infrastructure. By listening to community input, coordinating with project stakeholders, and using his industry experience, Cody designs improvements that create an inviting environment, enhance pedestrian and bicycle safety, and address community goals. He uses that experience to create accessible designs that integrate into the existing infrastructure, are easy to navigate, and improve the region's transportation system for those who walk, bike, or roll.



Phil Martin, PE
Project Advisor

Phil brings a depth and breadth of local knowledge to the team including the very recent and successful delivery of the TH 6/Cuyuna Lakes State Trail

Underpass in Crosby, MN.

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.



Jim Archer, PE
Principal in-Charge/Lead Bridge Engineer

As lead bridge engineer, Jim will provide technical guidance and direction to the project team relative to AASHTO and

MnDOT Bridge Design Standards. As principal-in-charge, Jim will ensure that the City of Brainerd, Cody, and the entire project receive proper resources and attention to detail.

Jim is a principal structural engineer who began his career in 2002. Prior to joining Bolton & Menk, Jim served as a senior bridge engineer for Hennepin County. He has experience in both public service and consulting environments as they relate to bridge design, construction, safety inspection, and program management activities. His knowledge and expertise in asset management give him a unique understanding of the effects structural designs have on project budgets as well as long-term maintenance activities. Jim's work includes preliminary and final bridge design, bridge safety inspection, bridge rehabilitation, and project management. Having recently taken PSMJ Project Manager training, Jim is well equipped with not only the training but also the tools necessary to drive this project successfully forward. He is committed to delivering projects that satisfy current and future needs in a practical, functional, and maintainable way.



Raymond Eliot
Planner

Raymond will assist Cody in finalizing key deliverables as described in our work plan for Tasks 2 and 3.

Raymond is a transportation planner at Bolton & Menk who began his career in 2013. As a recent graduate from the Humphrey School of Public Affairs Master of Urban and Regional Planning

program, Raymond's expertise lies in planning to support bicycle and pedestrian networks, transit networks, and designing public engagement campaigns. Prior to beginning work in the planning field, Raymond spent eight years as a community liaison, program developer, grant writer, educator, and sometimes, carpenter with Reno Bike Project, a cycling advocacy and education non-profit in Reno, Nevada. His work in the non-profit sector brings a unique perspective in how the built environment, land use, public policy, and emerging technology can have tangible impacts on a community and its quality of life. Raymond is passionate about creating healthy, resilient, and inclusive communities through people-oriented design.



Tyler Johnson, GISP GIS Specialist

Tyler will assist Cody in developing high-level figures to facilitate discussions that can help guide the collaboration associated with the bridge

study.

Tyler is a senior GIS analyst who began his career in 2005 working with geographic information systems. He provides GIS expertise to internal and external clients and assists with data analysis, database development, and advanced map development and layout. Prior to joining Bolton & Menk in 2015, Tyler was a GIS research analysis specialist with the Minnesota Department of Revenue and also worked as a GIS analyst with the Iowa Flood Center. During his career, Tyler has gained extensive experience using geospatial techniques to analyze and visualize data. He is passionate about finding innovative solutions to the complex problems posed by our work groups and clients. Tyler uses Python programming and data science tools to extend GIS functionality, automate workflows, and reveal insights to aid decision-making. He has worked on a range of projects that include transportation mobility and safety studies, Metro Comprehensive Plan Updates, floodplain inundation production and mapping, and LiDAR analysis.



Ashley Hudson Planner/Funding Specialist

Ashley is an expert in Federal, State, Local, and specialty funding sources as well as an accomplished grant writer. In support of the feasibility study,

she will work with the City of Brainerd to find necessary project funding. Under Ashley's leadership, our firm has helped clients secure \$329.5 million in the last 10 years (\$230 million in the last 5 years) leveraging more than \$760 million in total project costs.

Since beginning her career in 2011, Ashley has developed a range of skills as a transportation planner. She fills multiple roles on an assortment of projects, including transportation corridor studies and designs, multiuse trail studies, and streetscape designs. As the leader of our firm's transportation funding team, she has excellent capabilities in aligning projects with funding sources, developing comprehensive implementation and funding plans, and grant writing and research. Ashley's other contributions to projects include written and visual project communications, creative thinking, and delivery, and creating and executing dynamic public engagement plans. She uses her creativity in projects by guiding the creation of visual-heavy materials to clearly and effectively communicate project needs and information to stakeholders and the public.

Work Plan

The Bolton & Menk team will provide the City of Brainerd with top shelf technical deliverables, exceptional leadership in public and stakeholder involvement, and superior project management, all in a timely and cost-effective manner. The detailed work plan below is outlined by tasks addressing all elements of the RFP in delivery of the feasibility study.

Task 1: Project Management

One of the most significant components of a study process is its management. Proactive and effective project management is critical for successful completion of the study resulting in full stakeholder

support and to avoid stakeholder confusion, public discontinuity, delayed schedules, and a failure to meet basic needs. As project manager, Cody will schedule all meetings, complete all agendas, maintain meeting records, and offer regular updates to city and park staff on next steps and upcoming study requirements.

Similarly, Cody will perform or oversee all work necessary to effectively coordinate project development; maintain the project schedule, budget, and invoicing; and manage the project. We will submit monthly progress reports to the city along with all invoices. In addition, a narrative on progress will be included that identifies any risks to scope, budget, or schedule based on how the study is coming together.

Project Management Plan (PMP)

Cody will use this proposal as our project management plan. Our project management approach is described above. We will use the project schedule to track key study milestones and will actively work toward effectively managing the cost and scope of the study process.

Project Management Team

Coordination with project partners will help keep the study on track. We assume three PMT meetings throughout the course of the study. These meetings are anticipated to be held virtually.

- **PMT # 1:** Kickoff/introductions/roles
- **PMT # 2:** 50% status update
- **PMT # 3:** Final work product review

Consultant Presentations

Upon study completion, two formal, in-person presentations will be given: one to the park board and the other to the city council.

Deliverables: Monthly progress and status reports; three PMT meetings; two presentations; updates to schedule; coordinate activities with stakeholders via telephone, email, and written communication; meeting agendas and minutes; monthly invoices

Task 2: Data Collection

We will consult with City of Brainerd staff and the PMT to ensure all documents, plans, policies, and GIS data are compiled and reviewed during the study process.

Existing Literature Summary Document

Bolton & Menk will review all applicable documents, plans, policies, and GIS data and will compile into a literature summary document. This document will provide insight on existing conditions and any issues identified through these previous efforts.

Electronic Inventory

Bolton & Menk will include documents and GIS data in an electronic inventory. This electronic inventory will provide access to documents and data for timely review throughout the course of the study. We will use a platform to provide a shared space in which project partners can share documents and data through the life of the study.

Geotechnical Coordination

Foundation requirements will be estimated through review of adjacent bridge plans. An estimate to provide site specific geotechnical services, including borings, in situ soils evaluation, and foundation recommendations was retained during the proposal phase and is attached for consideration. This work, however, is not included as part of our scope due to the fee.

Survey Needs

Cody and Tyler will use desktop resources to identify possible parcel impacts and planning level design considerations. It is assumed no topographic survey or locating of property lines will be completed with the study. Survey and topographic data collection may be included as an added value if determined necessary for continued project development.

Deliverables: Existing literature summary document; electronic inventory; foundation research and assumptions

Task 3: Data Analysis and Study Development

This task will document our work and technical analysis.

Purpose and Needs Statement

The purpose and need framework will establish justification for improvements. Because of the limited nature of the project scope and budget, we will tailor our purpose and need statement to the high-level goals of both the pedestrian bridge improvements and this study. We will extract findings from the deliverables described in Task 2 and will work with the PMT to collaborate on and finalize the purpose and need statement.

Technical Memoranda

Deliverables associated with each section of the technical memoranda are described below.

Existing Conditions Report

Our existing conditions report will identify the pedestrian facilities, populations, community resources, and destinations/connections that will benefit from the enhanced pedestrian mobility associated with a proposed TH 210 pedestrian bridge. We will also use desktop resources to compile an existing conditions map containing GIS level property lines, LIDAR contours, aerial imagery, and other GIS data that is readily available.

Issues Identification

We will identify and call out any issues associated with a pedestrian bridge in the Lum Park area.

Evaluation Criteria

Given the scope of the proposed study, our evaluation criteria will center on costs, right-of-way impacts, and geotechnical constraints. High-level costs will help project partners understand funding needs associated with the improvement. Possible right-of-way impacts will help identify further collaboration requirements with the park board, MnDNR, MnDOT and other stakeholders as this project moves from planning to concept to design.

Alternatives Development

Our team will look at two primary alternatives for a pedestrian bridge across TH 210 in this location:

- A multi-span bridge with a support pier centered in the median of TH 210
- A clear span bridge that spans the majority of the TH 210 right-of-way to minimize impacts to TH 210 operations

In conjunction to the primary bridge spans, we will consider the most appropriate touch down locations and geometry on either side of the bridge. This will consider ADA compliance, Bike Manual Design Guidance, vertical clearances, right-of-way, utility impacts, and more.

Alternatives Evaluation

Our alternatives evaluation will look at both alternatives that were procured during the development phase and will recommend an implementation plan that can be agreed upon by the PMT such that a cohesive message is conveyed to the public during the open house. This cohesive message amongst open house “hosts” will ensure that the public can provide valuable input by hearing a uniform message from the PMT.

Recommendations for Implementation

After considering any input from the public and agency partners, we will formalize our recommendation and provide it to the PMT. High-level costs and potential property impacts will provide the information needed to pursue funding and further efforts associated with this planning level bridge study.

Deliverables: Purpose and Needs Statement; technical memoranda

Task 4: Public Input and Partnerships

Public Involvement Plan (PIP)

Our public involvement plan is detailed below. This will be the basis for our public involvement for the study. We will have city staff conduct all outreach and planning for any open house or public collaboration mentioned below. We will use high-level figures, cost estimates, and other materials that are part of the deliverables described in Tasks 1-3.

As a possible value-added initiative for public involvement, we can develop renderings showing various alternatives from the study. This visual could

be used after study completion to maintain and build awareness for the next steps in this long-term improvement project.

Public Open House

Bolton & Menk will attend one open house to solicit feedback from the public on existing conditions, the vision, and the developed alternatives. The open house will be held after the alternatives development phase before recommendations for implementation are developed. The open house will focus exclusively on seeking input on concept alternatives for the pedestrian bridge. We will use our existing condition and alternatives mapping along with welcoming conversation to solicit input on specific aspects of each alternative.

Public Comment Log

We will provide any public input we receive to city staff so they can maintain a public comment log for the study.

Deliverables: Public comments to city for inclusion in a public comment log; meeting materials (figures, cost estimates); meeting attendance (one, as requested)

Task 5: Environmental Justice and Title VI

Environmental Justice Memorandum

We will collect, analyze, and map information on minority and low-income populations in the project area. Any areas of concentrations of these populations will be identified using block group data from the 2010 U.S. Census. Project area demographics will be compared to similar city and county demographics to help determine whether there are disproportionate impacts.

The extent of potential impacts will be determined based on the alternatives analysis. Both adverse and beneficial impacts will be identified. A document will be prepared summarizing background information on the Environmental Justice Executive Order, and a conclusion on whether adverse impacts will be borne disproportionately by low-income and/or minority populations.

Environmental Impact Summary

We will complete an environmental screening to identify sensitive areas by considering all NEPA social, economic, and environmental categories. The screening will be documented in an Environmental Impact Summary. This will be used to inform and evaluate alternatives.

Deliverables: Environmental Justice Memorandum; Environmental Impact Summary document

Task 6: Project Completion/Plan Delivery

Task 6.1 Study Report

The process, analysis, findings, and recommendations determining the ultimate pedestrian bridge vision will be documented in a study report. The document will be comprised of the various technical memoranda produced throughout the study. An executive summary will be included as a quick summary of the overall process, findings, and recommendations.

Deliverables: Final study report with executive summary (three printed copies, one electronic PDF, and one electronic Word file)

Task 7: Funding Assistance

Funding Applications

While some funding and grant applications are in process, we understand the project currently lacks funding. As such, we have provided a list of potential funding sources attached to the cost proposal along with a description of each, their timeline, match requirements, max award size, and level of effort to complete. As an additional service, Ashley will work with city staff and the park board to recommend various funding and grant sources in support of the preferred alternative.

Schedule

We understand that the selected firm will be recommended to city council at the January 3, 2023, meeting. We hope to receive notice to proceed within one week of council action to meet the feasibility study completion date of April 28, 2023.

Project Budget

In a separate submission you will find the estimated fee to provide the services described herein. This estimate is derived from and based upon an estimated number of hours, by task, for each employee. Take note that our direct expenses for mileage are included in our loaded hourly rates and are not billed to our clients.

Similar Project Experience

Our team has worked on pedestrian bridge studies with similar issues including pedestrian and bike planning, public involvement, safety, conceptual design, and developing real, implementable, and fundable solutions. We have highlighted several projects our team has delivered using a similar approach or that have similar elements. We will draw upon this experience to benefit the Highway 210/Lum Park Pedestrian Bridge Feasibility Study.

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 project. 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.

Mississippi Skyway Pedestrian Bridge Over TH 10, City of Ramsey, Minnesota

Highway 10/169 in the City of Ramsey is a four-lane divided principal arterial and a significant non-motorized barrier, carrying up to 47,500 vehicles per day. A continuous pedestrian system doesn't exist along the highway, resulting in pedestrians walking and biking along the roadway shoulders and crossing the highway at unmarked intersections. Five crashes have occurred in the past 10 years involving a pedestrian or bicyclist; two of these resulted in pedestrian fatalities.



Bolton & Menk worked with the city, implementing designs that not only increased pedestrian safety, but reduced congestion along the Highway 10/169 corridor. We proposed a multi-use trail bridge that eliminated the physical non-motorized barrier while integrating and extending existing and planned regional infrastructure. It is an effective nexus between housing, transportation, employment, and recreation, promoting non-motorized transportation in an area that provides jobs and services.

The bridge connection, designed between two east-west continuous regional trails, eliminates the need for pedestrians and bicyclists to use the highway shoulders or cross the four-lane divided highway.

Minnesota River Greenway Trail in Fort Snelling, Dakota County, Minnesota

The Fort Snelling segment of Dakota County's Minnesota River Greenway system was the last leg of an extensive 17-mile greenway system along the Minnesota River. Dakota County wanted to improve accessibility of the trail system in Fort Snelling by constructing a pedestrian bridge. Bolton & Menk is completing design for the bridge, concrete slab helix, and the curved steel spans. This complex project included coordination with the rail authorities, Minnesota DNR, U.S. Army Corps of Engineers, and MnDOT, while ensuring wetlands with rare plant species and multiple sensitive archeological sites were properly handled. Our leadership provided the county and its stakeholders a plan that all parties are proud of.

Old West Main Street and Upper Harbor Renewal, City of Red Wing, Minnesota

The City of Red Wing wanted to improve pedestrian accessibility to its downtown area with a pedestrian bridge. Bolton & Menk designed the bridge piers, which included a complex pier supporting two spans and an overlook that required strut and tie modeling analysis. Special consideration of the complex pier reinforcement detailing and construction was necessary, as the pier included a landing for pedestrians to transverse between the adjacent spans.



Main Street Trail Over I-694, City of Fridley, Minnesota

An existing Main Street (Anoka County CSAH 102) Bridge did not provide a safe crossing for pedestrians and bicyclists. There was no separation from traffic and only 1.5-foot shoulders. Visibility was limited due to the crown of the bridge and heavy truck use made on-road crossing dangerous.



Bolton & Menk completed a \$1.9 million federal aid project consisting of 8,500 feet of shared use trail connecting 44th Avenue to 57th Avenue on the west side of Main Street. A 200-foot prefabricated steel through truss pedestrian bridge spans I-694.

The project provides a connection for pedestrians and bicyclists on Main Street. The project extends the trail south across I-694 and enables residents living in southern Fridley and northern Columbia Heights to reach transit, employment, and commercial areas.

Pelican Brook Bridge, Merrifield Marathons Snowmobile Club

Using federal grant money and funds raised by the Merrifield Marathons snowmobile club, Bolton & Menk worked with Crow Wing County to assist the club with the replacement of a nearly 100-foot-long, two-span, rickety timber structure with substandard railings over Pelican Brook. Bolton & Menk led the design effort and worked with the club to replace the structure while mitigating environmental impacts and reducing construction costs. Ultimately, a single span prefabricated steel through truss was used to clear span Pelican Brook and provide the club a safe and reliable crossing for years to come.

References

Past performance serves as a great indicator of future performance. Our clients tell us we are doing a great job, and they will tell you, too! Please contact the following references to evaluate our performance on similar projects.

Mark Riverblood, Parks & Assistant Public Works Superintendent

City of Ramsey
mrivernblood@ci.ramsey.mn.us
763-433-9853

Jay Owens, City Engineer & Engineering Director

City of Red Wing
jay.owens@ci.red-wing.mn.us
651-385-3625

Joe Morneau, Senior Project Manager

Dakota County
Joe.Morneau@co.dakota.mn.us
952-891-7986

Lisa Sova, Previous Crosby City Administrator (Current League of Minnesota Cities Assistant Finance Director)

League of Minnesota Cities
lsova@lmc.org
651-281-1208



7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

December 23, 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 TH 210/Lum Park Pedestrian Bridge Feasibility Study

Bolton & Menk knows the importance of delivering a project within budget. In fact, 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 they gave us an average of 9.3. We are committed to delivering a quality product, and 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, 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 hourly rates for staff that will be part of the delivery team, as well as a proposed summary of time to ensure design and delivery needs are met for the project. The estimated fee includes hourly 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. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

As noted in the proposal, Cody Christianson will serve as your project manager for the TH 210/Lum Park Pedestrian Bridge Feasibility Study. Please contact him at 952-426-2700 or cody.christianson@bolton-menk.com if you have any questions regarding our scope or estimated cost for engineering services.

Respectfully submitted,

Bolton & Menk, Inc.

James D. Archer, PE
Principal Structural Engineer

Client: City of Brainerd Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study		Bolton & Menk, Inc.							
Task No.	Work Task Description	Principal-in-Charge	Project Advisor	Project Manager	Planner	GIS Specialist	Planner/Funding Specialist	Total Hours	Total Cost
1.0	Project Management	2	4	37	2	0	0	45	\$8,008
2.0	Data Collection	4	0	6	12	20	0	42	\$6,636
3.0	Data Analysis & Study Development	2	2	13	16	12	0	45	\$7,058
4.0	Public Input & Partnerships	0	3	11	7	0	0	21	\$3,409
5.0	Environmental Justice & Title VI	0	0	4	16	0	0	20	\$2,712
6.0	Project Completion/Plan Delivery	1	1	4	8	0	0	14	\$2,106
7.0	Funding Assistance								TBD
8.0	Geotechnical Exploration								TBD
Total Hours		9	10	75	61	32	0	187	
Average Hourly Rate		\$202.00	\$192.00	\$178.00	\$125.00	\$163.00	\$160.00		
Subtotal		\$1,818	\$1,920	\$13,350	\$7,625	\$5,216	\$0		
Total Not-to-Exceed Fee									\$29,929

December 15, 2022

Proposal QTB170356

James Archer, PE
Bolton & Menk, Inc.
7533 Sunwood Drive Northwest, Suite 206
Ramsey, MN 55303

Re: Proposal for a Geotechnical Evaluation
Trunk Highway 210 Pedestrian Bridge – Brainerd, MN
Trunk Highway 210 near Lum Park
Brainerd, Minnesota

Dear Mr. Archer:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed pedestrian bridge at the referenced site.

Project Information

Per our email correspondence, we understand the proposed project will include the construction of a new pedestrian bridge crossing Truck Highway 210 near Lum Park in Brainerd, Minnesota. We understand the proposed bridge will be supported on a pile foundation. We have assumed LRFD design methodology will be required for this project.

We understand the project is in its feasibility stage of design. Additional soil borings will likely be needed prior to final design of the bridge.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the bridge foundation.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

We assume the boring locations will be accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

AA/EOE

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility. Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Permits

If needed, we will obtain a right-of-way permit with MnDOT prior to beginning our fieldwork. We assume MnDOT will waive permit fees.

Traffic Control

We assume traffic control beyond signs and cones will not be needed to complete the borings. If traffic control is determined to be necessary, we will revise our cost to include traffic control.

Penetration Test Borings

As requested, we will drill 2 standard penetration test (SPT) borings for the project, extending each boring to an estimated depth of 100 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 50 feet, and at 5-foot intervals at greater depths. If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Notification

We are planning for the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the Minnesota Department of Health (MDH) by mail a "Sealing Notification Form", and (2) submit a Sealing Record after our completion of the borings.

The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 200 linear feet of borehole with grout.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 60 moisture content tests and 10 mechanical analyses (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.

- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for pile type, length and capacity if a bridge design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 to 3 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 to 2 weeks after completion of field exploration
- Draft report submittal – within about 3 to 4 weeks after completion of field exploration
- Final report submittal – within 5 days of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$22,000. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Borings: The request for proposal also requested a cost for additional borings. We understand the additional borings will be extended to a depth of 100 feet as described above and will be completed in the same mobilization as the initial 2 borings. The cost for each additional boring is \$4,500.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Andrew Hillerud at 218.260.0930 (ahillerud@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew J. Hillerud, PE
Project Engineer



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

Attachments:
MDH Notification Form
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

December 15, 2022

Proposal QTB170356

James Archer, PE
Bolton & Menk, Inc.
7533 Sunwood Drive Northwest, Suite 206
Ramsey, MN 55303

Re: Proposal for a Geotechnical Evaluation
Trunk Highway 210 Pedestrian Bridge – Brainerd, MN
Trunk Highway 210 near Lum Park
Brainerd, Minnesota

Dear Mr. Archer:

Please have the property owner, representative or agent complete the “Well Owner” section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. (Leave blank if not known) 		Minnesota Well and Boring Sealing No. H	
☐ Well Sealing Notification (269) Check Box If: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter Check Well Type: ☐ Water-Supply Well ☐ Monitoring Well ☐ Other						Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date _____ Print Cardholder Name _____ Card Number _____ 3-Digit Security Code (Printed on back side of card.) _____ Authorized Signature _____			
WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) 1/4 1/2 3/4			
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter		
WELL OWNER	Well Owner Name (Print)					Daytime Telephone Number ()			
	Well Owner Street Address				City	State	Zip Code		
	Well Owner Signature						Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.		
Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.									

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Non-motorized for Transportation (Greater MN

For further information on these transportation programs contact Ashley Hudson at ashley.hudson@bolton-menk.com.

Program	Description	Administering Agency	Eligible Costs		Funding Source	Solicitation Timeline	Examples of Improvement Activities	Local Match Requirements	Max Award size	Application Effort	Links for more information (Some are internal BMI Docs)
Greater MN Transportation Alternatives Program	This opportunity is for local communities and regional agencies to fund projects for pedestrian and bicycle facilities, historic preservation, Safe Routes to School, and more.	MnDOT	Right of Way		Federal	Annually every fall	Overlooks, bike and pedestrian facilities, and scenic byways	20%	\$100,000 - \$1M	\$	TA Program Website
			Planning/Engineering								
			Construction	X							
MN Active Transportation State Infrastructure Program	This funding provides for infrastructure that facilitates safe and effective transportation for cyclists and pedestrians.	MnDOT	Right of Way		State	Annually every Fall	ADA-compliant curbs, signage, speed bumps, and bike lanes	None	\$500,000	\$	AT Infrastructure Program Website
			Planning/Engineering								
			Construction	X							
Safe Routes to School (SRTS) - Infrastructure Grants	These funds are for development and implementation of infrastructure projects which enable students to walk and bicycle to and from schools. These grants are for standalone SRTS projects or to provide the local match for SRTS under federal bicycle and pedestrian infrastructure programs.	MnDOT	Right of Way		State	Annually in the Fall	Curb ramps, midblock crossings, median refuges, and speed bumps	None	\$500,000	\$	SRTS Infrastructure Grants Website
			Planning/Engineering								
			Construction	X							

Parks and Recreation

Greater MN Regional Parks and Trails Commission	Provides all cities and counties in Greater Minnesota the opportunity to apply for designation as regionally significant. Once a project is submitted to the commission, the commission can then recommend it to the legislature for additional funds.	Greater MN Regional Parks and Trails Commission	Right of Way	X	State	Ongoing Solicitation	Water access sites, visitor centers, park roads, and parking areas	None	Dependent on legislative appropriation	\$	Website
			Planning/Engineering	X							
			Construction	X							
Federal Recreational Trail Program	Encourage the maintenance and development of motorized, non-motorized, and diversified trails.	MN DNR	Right of Way	X	Federal	Annually every winter	Restoration of existing trails, development of new trail linkages, and improvements for motorized and nonmotorized trails	25%	\$150,000	\$	Federal Recreation Trail Program Website
			Planning/Engineering								
			Construction	X							

MnDOT Local Partnership Program (LPP)	Administered through each MnDOT district. Desired projects are locally led and not large-scale enough to be led by MnDOT. Funds can also be used for non-motorized projects that increase safety along or crossing trunk highways.	MnDOT	Planning/Engineering	X (8%)	State	Annual solicitation however timing varies by MnDOT district and at the discretion of the District State Aid Engineer	New local road connections that allow public and private trunk highway access closures, dedicated or enhanced pedestrian and bicycle facilities contributing to trunk highway safety; pedestrian and trail facilities have been funded in Greater MN to separate them from vehicle traffic	None	Amount Available: Varies by MnDOT District	\$	www.dot.state.mn.us/stateaid/lpp.html B&M Internal One Pager
			Construction (TH Eligible)	X							
			Construction (Non-TH)								
			Utilities								
			Right-of-way								
*Safe Streets and Roads for All (SS4A)	To prevent roadway deaths and serious injuries. The Safety Action Plan is the foundation of this program; funding supports localities in developing these plans and implementing projects therein. For construction grants, the applicant must have a eligible safety action plan that identifies the project.	DOT	Planning/Engineering	X	Federal	Annually Fall	Expanded safety data collection, targeted equity assessments, enhancing emergency vehicle warning systems, and speed management strategies	20% local match	Amount Available: \$1B until expended	Planning = \$ Construction = \$\$\$	www.transportation.gov/grants/SS4A B&M Internal One Pager
			Construction	X							
			Utilities								
			Right-of-way	X							
Minnesota State Bonding Bill	To allocate state budget to public projects meeting local and regional needs.	MnDOT	Planning/Engineering	X	State	Bi-Annually Every Bonding Year	Public transportation and facility projects that provide local and regional benefits	None	Amount Available: varies	\$\$	See your federal representatives website B&M Internal Garage Page
			Construction	X							
			Utilities	X							
			Right-of-way								
Community Designated Spending or Congressionally Directed Spending	To meet urgent needs across the United States, the House Appropriations Committee invited Members of Congress to request funding for projects in their communities.	DOT	Planning/Engineering	X	Federal	Annually every spring but every subcommittee has a different deadline	Public transportation and facility projects that provide local and regional benefits	20%	Amount Available: varies	\$\$	See your federal representatives website B&M Internal Garage Page
			Construction	X							
			Utilities	X							
			Right-of-way	X							



December 23, 2022

RE: City of Brainerd, Minnesota
TH 210/Lum Park Pedestrian Bridge Feasibility Study
Proposal for Professional Services
SEH No. P-BRDMN 170767

Mr. Jessie Dehn, P.E.
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Jessie:

Thank you for the opportunity to provide professional services to the City of Brainerd for developing a feasibility study for a pedestrian bridge over State Trunk Highway (TH) 210 at Lum Park, associated trail extensions, and trailhead. The City has requested a proposal and scope of work to perform conceptual design and prepare a feasibility study for a proposed pedestrian bridge and trail improvement project in Brainerd, Minnesota.

PROJECT UNDERSTANDING

The purpose of the proposed feasibility study is to further scope and estimate the cost of an envisioned regional trail extension and pedestrian bridge project in east Brainerd to better position the City for external project funding. One of the project deliverables is a rendering of the preferred bridge option. Going beyond a basic feasibility report in order to refine cost estimating efforts, the City is seeking a limited geotechnical investigation with soil borings, conceptual bridge and trail design, and environmental documentation scoping. The City has formed a Project Management Team (PMT) consisting of select City staff, park board members, and city council liaisons to guide the study process with their consultant partner.

Background

Several trail segments exist within the City of Brainerd connecting local neighborhoods with nearby parks and businesses, as well as to regional destinations along the Paul Bunyan State Trail. However there has historically been a missing link to east Brainerd. Over the past few years, the City, in partnership with the Minnesota Department of Natural Resources (MnDNR), has made significant progress with planning and construction efforts to help close the trail gap to east Brainerd and provide a Brainerd connection point to future MnDNR expansion of the existing Cuyuna Lakes State Trail segments in Ironton, Crosby, and Deerwood.

The proposed study has multiple design elements with the primary focus on investigating the feasibility of constructing a grade separated pedestrian bridge over TH 210 adjacent to Lum Park. This bridge needs to provide a safe and enjoyable non-motorized crossing experience while also serving as a gateway architectural feature to the community and conforming to the recently prepared Lum Park Master Plan. Up to 2 crossing locations will be studied. The study will also investigate the construction of a trailhead to anchor City and regional trail connections with the trail systems in the Cuyuna Lakes Area. Lastly, the study will investigate a trail extension on the south side of TH 210 from the pedestrian bridge to 10th Ave NE and south along the east side of 10th Avenue NE to TH 25, plus a proposed enhanced at grade pedestrian crossing of TH 25.

Altogether the feasibility study trail and bridge would be a part of the greater Cuyuna Lakes State Trail Brainerd Segment. MnDOT is scheduled to construct a new trail extension in 2023 along the westerly side of TH 25 from 10th Ave NE to 28th St SE using City-secured federal aid trail funds. The City has completed preliminary design on a future trail segment extending westerly from the existing 28th Street SE trail across a large wetland complex where it will connect to another segment of the Cuyuna Lakes State Trail constructed in 2022 within the Northern Pacific Center and along portions of Laurel Street, 12th Street SE, and Norwood Street. The 2022 segment connects to downtown Brainerd as well as the existing Spur Line and Buffalo Hills Trails that connect to the Paul Bunyan State Trail.

WORK PLAN AND APPROACH

Our approach to the project is broken down into and summarized with the following four (4) main work plan tasks:

Task 1 – Meetings and Coordination

We will lead all meetings and agency coordination throughout the project.

Subtask 1.1 PMT Meetings

We will prepare for and conduct up to three (3) meetings with a Project Management Team (PMT) consisting of SEH staff, City staff, City Council Members and Park Board Members through the conceptual design/report preparation process. Those meetings are anticipated to be:

- Project kick-off meeting.
- Review draft alignment, profile, and typical section drawings with PMT after initial field work and analysis and discuss alternatives.
- Deliver and review final report.

Subtask 1.2 Coordination with MnDOT/ MnDNR

As this project is being proposed within and adjacent to MnDOT right of way the project team will coordinate with MnDOT during the conceptual design process. The SEH team has been in frequent contact with MnDOT over the last few years regarding the TH 210 and TH 25 improvements through Brainerd so communication can be streamlined. SEH has also been in close contact with local and central office MnDNR Parks and Trails staff during development of other segments of the Cuyuna Lakes State Trail through Brainerd further enhancing agency coordination efforts.

Task 2 – Data Collection

We will gather existing available data from the City at the kickoff meeting. Later in the project we will collect limited new field survey and geotechnical data for analysis.

Subtask 2.1 – Compile available GIS, aerial, drone, wetland, and mapping grade data

At the project onset, SEH will gather available data and documents related to property lines and right of way, GIS mapping, LiDAR contours, soils and wetland information and aerial photography. This data will be compiled and used in initial planning and layouts. As design decisions are made this data will be supplemented with additional geotechnical investigations and topographical survey in select locations. This data will also be helpful in determining potential right of way needs and wetland impacts.

Subtask 2.2 – Topographical survey at abutment locations, other limited collections

Limited topographical survey will be completed to verify lines, grades and elevations of bridge and trail components and how they match with the existing conditions. Limited collections will be made at bridge abutments and touch downs and proposed trailhead location with verification shots along the proposed trail route. Survey data on TH 210 will assist in determining elevations for traffic clearances.

Subtask 2.3 – Limited Geotechnical Investigation & Evaluation

Based upon our experience with similar projects, the objectives of the geotechnical services are to perform subsurface soil borings, classify and analyze the soil samples, obtain groundwater depth measurements, perform routine laboratory tests and prepare a preliminary foundation analysis report for the pedestrian bridge construction.

The soil borings will help address City concerns with apparent wetlands with potential thick organic deposits on the south side of Highway 210 and to make preliminary determinations on the use piles versus spread footings to support the bridge structures. Two standard penetration test (SPT) borings performed by a subconsultant are proposed: one on either side of TH 210 at the preferred bridge location.

Soil sampling is planned at vertical intervals of about 2 ½ feet to a depth of about 50 feet and then at intervals of 5 feet to the borings termination depth. The borings will be drilled to a depth of about 100 feet; however, actual depths will be determined using MnDOT's 2,500 N value criteria. Additional charges may apply for borings extended beyond the proposed 100-foot depth. Based on our review of geologic atlas for the area, bedrock may be encountered at depths of 150 to 160 feet. Although it may be necessary to extend the borings to bedrock, rock coring is not considered as part of this preliminary investigation. Laboratory testing on samples retrieved may include organic contents, moisture contents and Atterberg limits.

Task 3 – Layouts and Preliminary Design

After the initial meeting and data collection, we will move into preliminary/conceptual design of the trail, bridge, and bridge support structure for up to 2 options. Analysis will go beyond technical to include an environmental impact summary to help identify what may be necessary to deliver the project from a regulatory standpoint, and funding matrix.

Subtask 3.1 – Develop Preliminary Alignments, Profiles, and Typical Sections

In conjunction with the geotechnical investigation and preliminary structural design, preliminary alignments, profiles, and typical sections will be developed for up to two (2) alignment options. Bridge and trail layouts will strive to incorporate into the existing Lum Park facilities while avoiding negative impacts to wetlands / waterways. Design options will be presented at PMT Meeting #2 for comments and suggestions. These comments will be incorporated into the final preliminary layouts presented at PMT Meeting #3 and in the Feasibility Report.

Subtask 3.2 – Preliminary Footing / Abutment Support Design

Information gathered and analyzed for this project, including the limited geotechnical field work, will be used to prepare a preliminary foundation analysis report for the pedestrian bridge.

Subtask 3.3 – Preliminary Bridge Conceptual Design – Type, Size, Span, Layout

The SEH bridge team will investigate several pedestrian bridge options before arriving at two alternatives. We anticipate reviewing different combinations and locations of several bridge types including:

- Prefabricated steel truss
- Prestressed concrete beam
- Concrete slab span

We envision conducting conceptual designs for the main span(s) crossing over TH 210 for a 1) single-span prefabricated steel truss, 2) a two-span prefabricated steel truss and 3) a two-span prestressed concrete beam.

All three options may include a concrete slab span or prestressed concrete beam approach section that frames into the main span(s) at the piers on both sides of TH 210. Depending on the location and alignment, a slab span can easily accommodate a curved layout of the approach trail at each end of the main span and the prestressed beam option works better for a tangent layout. The number of approach spans will depend on the trail layout, alignment and grade. For example, if the alignment is a straight tangent, the bridge approach type will be prestressed beams which lends itself better to longer spans and less substructures. If the alignment is straight with a curve the bridge approach spans may be a combination of prestressed beams and a slab span.

Our initial review of the site indicates that a bridge main span superstructure consisting of a single prefabricated steel truss spanning the entire width of TH 210 would be the most desirable. Similar to the SEH design for the TH 23 pedestrian bridge in Marshall, MN, a single span will reduce conflicts with a median pier, eliminate lane closures to construct the pier, and maintain current sightlines for travelers in both directions along TH 210. We envision a similar bowstring truss style with a span of approximately 150 ft. The truss would require less structure depth than a concrete beam bridge to keep the trail profile low and reduce costs for the approach spans and fill.

After narrowing the bridge options to two alternatives, further study will be done. Bridge aesthetics will be developed for bridge elements such as the ornamental railing, pier geometry and bridge/wall concrete surface treatments. Conceptual bridge plans estimated construction costs and renderings will then be developed for presentation to the PMT and public meetings.

Subtask 3.4 – Environmental Impact Summary

To support in the preparation of an Environmental Impact Summary document to aid project proposers in preferred alternative selection, we will complete a review of natural and cultural resources in and near the project site and document the findings. This document will utilize a Technical Memorandum format and will include a summary of existing land use of the project site including a discussion of nearby public lands, soil maps, geologic surveys, the National Wetlands Inventory, the DNR Public Waters Inventory, air emissions, noise impacts, construction impacts, and known sites of contamination. A level 1 wetland delineation will be completed as part of this task. Additionally, SEH will begin early coordination with agencies to gather information on known cultural and archeological resources through the State Historic Preservation Office, identify Threatened and Endangered species sites of concern within or near the project alignment based on online resources, and identify all necessary environmental documents, permits, and guidance available from federal, state, and local agencies*. The final deliverable will document the findings to describe current conditions, identify areas where additional information may be needed, and support the selection of a preferred alternative.

Subtask 3.5 – Develop Design Renderings

Based on input from the PMT and use of drone flight footage, up to two (2) renderings will be developed of a potential pedestrian overpass. These renderings assist the City in determining both the location of the crossing as well as the preferred design elements. Visuals will help to highlight different aesthetic elements and can be used in community outreach, drive public engagement, and support funding pursuits.

Subtask 3.6 – Funding Analysis

We will prepare a funding analysis matrix of sources, types, timelines, dollar amounts available from each, and next steps.

Subtask 3.7 – Permit Analysis

Research and analysis will be performed to assist the City in determining what permits may be necessary to eventually construct the project. We anticipate the following permits may be necessary:

- Minnesota Department of Transportation (MnDOT) work in the ROW permit (TH 210)
- MnDOT Trail Limited Use permit (TH 210)
- Minnesota Pollution Control Agency (MPCA) NPDES Construction Stormwater Permit
- USACE and Wetland Conservation Act – wetland permitting
- Minnesota Department of Natural Resources (DNR) work in waterways.

Task 4 – Report and Presentation

The results of Tasks 1 – 3 will be compiled and summarized in a feasibility report document which will be presented to the City Council and Park Board.

Subtask 4.1 – Preliminary Opinion of Probable Cost

Prepare a detailed preliminary opinion of probable costs based on the preliminary alignments and layouts for both options explored.

Subtask 4.2 – Feasibility Report

The preliminary analysis, layouts, design decisions and anticipated costs will be summarized in a feasibility study deliverable in electronic PDF format. The report will discuss design options and make a recommendation to the City Council based on analysis on costs, constraints and benefits to trail users and the general public.

Subtask 4.3 – Informational Presentations

Once the report is finalized presentations will be made to the Park Board and City Council summarizing the report and final recommendations.

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

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

SCHEDULE

Our team is ready to begin work upon authorization of the contract. Below we have summarized the major project milestones with dates based on assumptions of the City’s proposed schedule for the project. It is assumed that notice to proceed would not be given until early 2023. The first step would be a kick-off meeting with City staff to define the study elements, discuss project goals, identify a chain of command on feasibility concept decisions, and discuss the project schedule. An updated schedule would be presented at the kick-off meeting based on the City notice to proceed date. Note, the schedule could change beyond the control of SEH.

Notice to proceed from the City of Brainerd.....	January 2023
PMT #1 Kick-Off Meeting	January 2023
Complete field work	February 2023
Preliminary Layout and Design	March 2023
PMT #2 Meeting	March 2023
Address PMT comments	April 2023
PMT #3 Meeting	April 2023
Submit final report to City	April 2023
Informational Presentations to Park Board and City Council.....	May 2023

PROJECT TEAM

The project team proposed for this project by SEH will be led by Scott Hedlund and includes the following members:

- **Scott Hedlund, PE, PMP - Senior Project Manager** (612.865.3509, shedlund@sehinc.com) with over 27 years of experience in civil engineering will serve as project manager and the main point of contact for the City during the project. Scott has served in client manager, project manager, and project engineer roles with extensive experience in transportation and civil engineering including trail and bridge projects in central Minnesota. His experience includes state and federal project development reports, preliminary and final design, and construction administration. He has substantial experience delivering projects on municipal and county state aid roadways and state trunk highway corridors. Scott does regular project work for the cities of Brainerd and Baxter, and is the SEH Brainerd office manager. [Scott will lead the SEH project team and project delivery.](#)
- **Alex Voit, PE – Civil Project Engineer** with 11 years of experience in civil engineering is based in Brainerd and will serve as the Project Engineer. He has experience in all aspects of municipal engineering including streets, trails and pedestrian access. Alex has previously worked with the City of Brainerd on successful projects requiring coordination with multiple disciplines including traffic design, water resources, wetland and signal specialists as well as State and County agencies. [Alex will lead the civil / trail design and assist Scott in project delivery.](#)
- **Mark Maves, PE – Senior Bridge Engineer** with 35 years of experience in the transportation industry, primarily in the areas of conceptual, preliminary, and final bridge design for projects involving bridge rehabilitations or replacements. Mark has substantial experience in bridge preliminary and final design, cost estimating and preparation of plans and specs for a wide variety of highway, roadway, and pedestrian bridge projects. Mark is the Bridge and Structures Group Manager for the SEH St. Paul office. [Mark will lead the structural conceptual design development and estimating.](#)
- **Nathan Klopp, PE – Lead Bridge Engineer** with 19 years of experience in the design and renovation of transportation and hydraulic structures. His experience includes structural design of retaining walls, box culverts, bridge superstructures (concrete beam, concrete slab, steel girder, curved steel girder, steel truss), bridge substructures and overhead sign structures. He has worked on more than 20 trail projects featuring retaining walls and grade separated structures. [Nathan will assist Mark in structural design and develop bridge concepts.](#)
- **Vince Caro – Graphic Designer** Vince is a seasoned and innovative digital designer who will work in collaboration with the project team to visually convey important messages, ideas and solutions - through graphics and animation. Vince is a musician, music producer and audio engineer in his spare time, known throughout his career for his ability to visualize then transform ideas, goals and needs into highly effective content. [Vince will develop renderings of design concepts.](#)
- **Darin Hyatt, PE – Senior Geotechnical Engineer** with 30 years of experience in the geotechnical and civil engineering industry with leadership experience in national retail, residential, commercial, solar farms, transportation and mixed-use projects. He has developed projects with a range of funding sources for a variety of clients including state and federal agencies, municipalities and private businesses. Darin is experienced with industry specific software such as LPILE, APILE, Driven and gINT. [Darin will lead the geotechnical elements of the project that primarily focus on bridge support design.](#)
- **Bob Busch, PE – Senior Transportation Engineer** with over 35 years of experience in transportation engineering, project management, public involvement, and design. His professional experience includes private and public sector employment including with the Minnesota Department of Transportation (MnDOT) in District 3 – Baxter. [Bob will help with MnDOT coordination and conceptual design along the TH 210 corridor.](#)

- **Rebecca Beduhn, PWS, CMWP – Professional Wetland Scientist** with over 11 years of experience working in wetlands throughout the State of Minnesota and in Crow Wing County. She has extensive practice with wetland delineations and permitting. Rebecca has completed permit applications throughout the State of Minnesota, resulting in over 500 successful projects. Rebecca also works on collecting soil and hydrology field data, wetland functional assessments, species inventories, environmental reporting including Environmental Impact Statements (EIS), Environmental Assessments (EA), Environmental Assessment Worksheets (EAW), and utilization of Geographic Information Systems (GIS). [Rebecca will lead the development of the Environmental Impact Summary.](#)
- **John Gray, PE – Traffic Signal Engineer** with over 33 years of experience with signal systems that includes permanent, actuated, coordinated, temporary, and revised systems and flashers; emergency vehicle preemption (EVP); interconnected facilities; assessment of existing signal systems; and signal needs studies. John's specialized knowledge also includes the conceptual design of roadways, signing, and pavement markings. John has delivered multiple signal projects in the area. [John will lead the enhanced pedestrian crossing conceptual design across TH 25 at 10th Ave NE.](#)
- **Brad Wisted – Survey Crew Chief** with 17 years of experience surveying and managing field crew operations for construction. Brad prepares necessary information for the successful completion of various design, survey, and construction projects. Brad has gained valuable experience in diverse types of projects include boundary, right of way plats, plats, construction, topographic, as-built, and control surveys, Areas of expertise include construction surveying as crew chief and GPS technician. He is a highly skilled technician using CAD and 3D modeling. Brad is a registered PLS in North Dakota. [Brad will lead survey and right of way documentation efforts.](#)
- **Kristin Prosofski – Funding Specialist** with more than 19 years of experience securing and administering federal, state, and local grants as part of a project funding strategy. Kristin also has experience reviewing development proposals, preparing necessary agreements, and project implementation for a wide variety of project types. She has identified and reviewed local, state and federal economic development financing options and obtained and managed grant and loan funds. Kristin also has experience reviewing development proposals and monitoring grantee and borrower compliance. [Kristin will lead the funding opportunity matrix creation and be available to assist City staff with specific funding pursuits.](#)

EXPERIENCE

Attached is a sample of three (3) pedestrian bridge projects delivered by project team members.

As referenced above, SEH has lead and completed numerous municipal street, utility, and pedestrian facility projects for the City of Brainerd including:

- Cuyuna Lakes State Trail (CLST) – Brainerd Segment (west of 13th Street SE),
- CLST – Brainerd Segment (along 13th Street SE and through the NP Center),
- Garfield Safe Routes To School,
- Airport Utilities Extension (along this same segment of TH 210), and
- Buffalo Hills Trail.

FEE

Our proposed fee is being submitted separately as directed by the request for proposals.

WHY SEH?

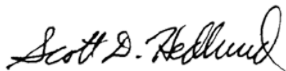
The City should consider hiring SEH for the following reasons:

- Insight Into Project Needs:
 - o We have keen insight into the history and need for this project through discussions with City staff, experience on projects adjacent to and within the corridor, and knowledge of the area as a local Brainerd firm.
- City and Agency Relationships:
 - o SEH has completed multiple successful projects with the City over the years. This includes portions of the Cuyuna Lakes State Trail – Brainerd Segment. We have developed strong relationships with the City, as well as with MnDOT and MnDNR. We understand the City's expectations and how to meet and exceed them.
- Understanding of the Brainerd Community:
 - o We have assembled a team based in our local Brainerd office that understands and is involved in the community. The City needs a partner that understands the project and the big picture. Our team will draw on this understanding as we work together with you.
- Collaborative Approach:
 - o SEH has the resources and knowledge to collaborate with the City (PMT) and project partners from the beginning of this trail project. We will offer potential solutions and then work through a process with you to determine the best way to proceed.
- Effective Project Management:
 - o Our team will deliver effective project management techniques, consistent communications and quick response from our local Brainerd office. The City will have confidence that high quality services will be delivered and are the best value. The City and SEH's preferred Project Management Team (PMT) approach will foster collaboration and lead to good decisions.

Thank you again for the opportunity to propose on this project. I look forward to working with the City on another great project. Please contact me at 612.865.3509 or shedlund@sehinc.com with any questions.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



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

sh/av/mrb

Attachment: Sample Pedestrian Bridge Project Experience

c: Alex Voit, SEH

TH 23 at Saratoga Street Intersection and Pedestrian Bridge



SERVICES

- Civil Engineering
- Structural Engineering
- Highway Design
- Planning and Landscape Architecture
- Survey
- Traffic Engineering
- Water Engineering
- Geotechnical Engineering

FEATURES

- Intersection re-design
- Seven-span prestressed girder bridge
- One-span Continental bridge
- Decorative railing
- Decorative grillage
- Lighting

The redesigned highway intersection was a safety improvement for the intersection meant to reduce the number and severity of accidents and the bridge provided a separate crossing for pedestrians. The project also included the reconstruction of the City street and a shared use trail. The project was a cooperative agreement between the City of Marshall and MnDOT and was constructed to State Project standards. The project had a construction cost of approximately \$4.90 million.

CLIENT
City of Madison

PROJECT LOCATION
Madison, Wis.

SIZE
0.5 miles

PROJECT COST
Construction Cost: \$3.7 million

Cannonball Path — Phase III



CONSTRUCTION PHASE

Completed: August 2013

FEATURES

- Shared use path
- 990-ft steel truss and concrete girder bridge
- Pathway adjacent to environmentally sensitive UW Arboretum
- Retaining wall
- Water main

SERVICES

- Path design
- Structure design
- Freeway traffic control
- Culvert design
- PS&E documents

The City of Madison's multi-use Cannonball Path, which follows a historic railroad bed, will extend over the Beltline Highway with the creation of a new pedestrian/bicycle bridge. The main bridge will be prefabricated steel truss and the approach spans will be prestressed concrete girders. Traffic control during construction will be a major issue since the Beltline is already operating beyond capacity at certain times of the day. Wisconsin DNR requires the design to retain all excavation materials within the right-of-way and cap the old bed with paved path or imported topsoil due to higher than acceptable arsenic contamination levels.





Building a Better World for All of Us® – sehinc.com

City of Mankato - Kern Bridge Preliminary Engineering

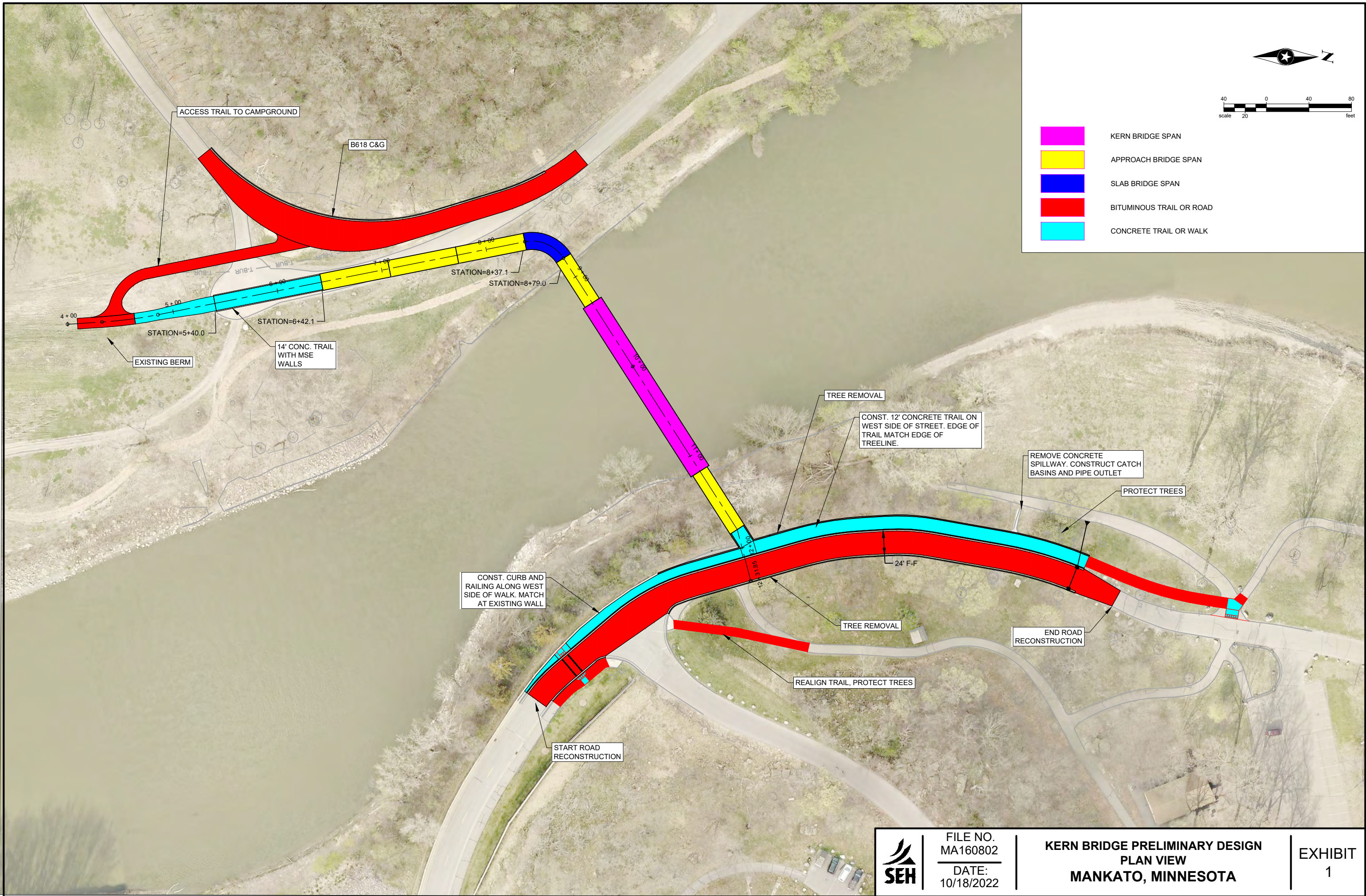


SERVICES

- Civil Engineering
- Structural Engineering
- Planning and Landscape Architecture
- Survey
- Geotechnical Engineering
- Hydraulics Analysis
- Environmental Documentation

The Kern Bridge was a historic bridge over the Le Sueur River in Blue Earth County that is being relocated to the City of Mankato to connect Land of Memories Park to Sibley Park over the Blue Earth River. Preliminary engineering for this project is currently underway. SEH is coordinating with Federal, State and Local Agencies as well as historians to develop a new location and layout that would preserve the historic and unique bridge while providing benefit to the community. The above rendering and layout on the next page are examples of the deliverables SEH has provided on this project.

Save: 7/24/2022 9:28 PM cknulson Plot: 10/19/2022 11:35 AM X:\KOMMANKA\160802\4-prelim-dsgn-rpts\43-prelim-dsgn\Civil\dwg\EXHIBIT\SMA 160802 PLAN 10.18.22.dwg





Building a Better World
for All of Us®

December 23, 2022

RE: City of Brainerd, Minnesota
TH 210/Lum Park Pedestrian Bridge Feasibility Study
Fee Proposal
SEH No. P-BRDMN 170767

Mr. Jessie Dehn, P.E.
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Jessie:

Below is a summary of SEH's anticipated costs for the tasks outlined in our December 23, 2022 proposal letter for the Lum Park Pedestrian Bridge Feasibility Study.

COMPENSATION

SEH proposes to complete the services listed in above referenced proposal letter and attached detailed work plan on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage, and equipment for a not to exceed fee of **\$68,000.00**.

**Note, funding analysis and support services referenced in the proposal letter are Value Added services at No Charge. This is an up to 8 community development specialist hours / \$1,280 value.*

A detailed breakdown of all costs for various subtasks and personnel are attached to this letter.

Thank you again for the opportunity to propose on this project. I look forward to working with the City on another great project. Please contact me at 612.865.3509 or shedlund@sehinc.com with any questions.

Sincerely,

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

sdh/ajv/mrb
Attachment: Detailed Work Plan
c: Alex Voit, SEH

x:\ae\b\brdmn\170767\1-gen\10-setup-cont\03-proposal\2022.12.23 seh fee proposal - lum park ped bridge feasibility report.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 101, Brainerd, MN 56401-3540

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

TH 210/Lum Park Pedestrian Bridge Feasibility Study

ATTACHMENT 1

Professional Services - Feasibility Study

Work Plan Summary and Fee Estimate

City of Brainerd, Minnesota

December 2022



WORK TASKS	Sr Prof Eng/ Sr Project Manager	Lead Bridge Engineer	Sr. Bridge Engineer	Bridge Tech	Environmental Engineer	Civil Project Engineer	Geotechnical Engineer	Graphic Designer	Survey Crew Chief	Funding Specialist	Administrative Tech.	SEH TOTAL HOURS	TASK SUBTOTAL COST
1.0 Meetings and Coordination	10	5	0	0	0	8	0	0	0	0	2	25	\$4,960
2.0 Data Collection	1	0	0	0	4	0	10	0	24	0	0	39	\$5,740
3.0 Layouts and Preliminary Design	2	9	34	24	36	40	30	16	0	0	2	193	\$31,340
4.0 Report and Presentation	7	2	10	0	0	32	0	0	0	0	4	55	\$9,080
Total Project Hours	20	16	44	24	40	80	40	16	24	0	8	312	\$51,120.00
Average Rates	\$220.00	\$270.00	\$170.00	\$135.00	\$130.00	\$155.00	\$200.00	\$150.00	\$125.00	\$160.00	\$85.00		

Total Labor Cost	\$51,120.00
Reimbursables	\$1,380.00
Total SEH Fee	\$52,500.00

Subconsultants	
Geotechnical (Soil Borings)	\$15,500.00
Subconsultant Subtotal	\$15,500.00

Total Project Cost **\$68,000.00**

TH 210/Lum Park Pedestrian Bridge Feasibility Study
Professional Services - Feasibility Study
Work Plan

Client: CITY OF BRAINERD, MINNESOTA

December 2022

Work Tasks	Work Task Descriptions	Sr Prof Eng Sr Project Manager	Lead Bridge Engineer	Sr. Bridge Engineer	Bridge Tech	Environmental Engineer	Civil Project Engineer	Geotechnical Engineer	Graphic Designer	Survey Crew Chief	Funding Specialist	Administrative Tech.	TOTAL
1.0	Meetings and Coordination												
1.1	PMT Meetings (up to 3 meetings)	7	5				6					2	20
1.2	Coordination with MnDOT / MnDNR (up to 1 joint meeting)	3					2						5
													0
													0
	Task 1.0 Subtotal Hours:	10	5	0	0	0	8	0	0	0	0	2	25
	<i>Deliverables - Meeting Minutes, Design Comments</i>												
2.0	Data Collection												
2.1	Compile available GIS, aerial, wetland and mapping grade data	1				4				4			9
2.2	Topographical survey at abutment locations, other limited collections									20			20
2.3	Limited Geotechnical Investigation and Evaluation (2 soil borings, up to 100ft deep each)							10					10
													0
													0
	Task 2.0 Subtotal Hours:	1	0	0	0	4	0	10	0	24	0	0	39
	<i>Deliverables - Basemapping, Soil Borings</i>												
3.0	Layouts and Preliminary Design												
3.1	Develop Preliminary Alignments, Profiles, and Typical Sections (for up to 2 concepts)	2					40						42
3.2	Preliminary Footing / Abutment Support Design			4	4			30				2	40
3.3	Preliminary Bridge Conceptual Design - Type, Size, Span, Layout (up to 2 concepts)		9	29	18								56
3.4	Environmental Impact Summary					32							32
3.5	Develop Design Renderings (up to 2 concepts)			1	2				16				19
3.6	Funding Analysis												0
3.7	Permit Analysis					4							4
													0
	Task 3.0 Subtotal Hours:	2	9	34	24	36	40	30	16	0	0	2	193
	<i>Deliverables - Preliminary Layout & Design Figures</i>												
4.0	Report and Presentation												
4.1	Develop Preliminary Opinion of Probable Cost	1	1	6			16						24
4.2	Feasability Report Document	2	1	4			10					2	19
4.3	Informational Presentations (up to 2 meetings)	4					6					2	12
													0
	Task 4.0 Subtotal Hours:	7	2	10	0	0	32	0	0	0	0	4	55
	<i>Deliverables - Feasibility Study</i>												
	TOTAL PROJECT HOURS	20	16	44	24	40	80	40	16	24	0	8	312
5.0	Additional/Optional/Future Services												
	Final Design	To be determined											
	Boundary Survey	To be determined											
	Funding Applications	Hourly plus Reimbursable Expenses											
	Additional Meetings	Hourly plus Reimbursable Expenses											

TH 210/Lum Park Pedestrian Bridge Feasibility Study
PROFESSIONAL SERVICES - FEASIBILITY REPORT
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Brainerd, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	10	2	20	
SEH RPR Staff	0	0	0	
SEH St Cloud Based Staff	3	130	390	
SEH Twin Cities Based Staff	2	300	600	
Subtotals:			1010	
ESTIMATED MILEAGE COSTS:	\$0.585 per mile		\$591	
	Number	Cost	Total Cost	
Hotel		\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS:				\$591
Miscellaneous Printing, Postage, Database Fees				\$469
EQUIPMENT EXPENSES	Number of Hrs/Day:	Cost/Hr/Day	Total Cost	
RPR Vehicle	0	\$17	\$0	\$0
Survey Equipment	8	\$35	\$280	\$280
Survey Truck	8	\$5.0	\$40	\$40
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$1,380



TH 210/LUM PARK

PEDESTRIAN BRIDGE FEASIBILITY STUDY

CITY OF BRAINERD



In Partnership With
Twin Ports Testing



December 23, 2022

Jessie Dehn, PE
City Engineer / Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Subject: TH 210/Lum Park Pedestrian Bridge Feasibility Study, for the City of Brainerd – Proposal for Engineering Consulting Services

Dear Jessie Dehn and Members of the Selection Committee:

SRF appreciates the opportunity to submit a proposal for the alternatives analysis and feasibility study to investigate options for a new pedestrian bridge access to Lum Park at Highway (TH) 210. This project will assist with the expansion of the Cuyuna Lakes State Trail (CLST) which has an existing segment at the edge of Lum Park that will be reconstructed and expanded as part of the Minnesota Department of Transportation's (MnDOT) planned TH 210 reconstruction project in 2026. Additional local and state efforts are underway to secure funding for the expansion of additional CLST and other local trail segments within the city. The expansion of trail facilities in the area will increase the current number of users as more communities, destinations and resources are connected.

This project will support these initiatives by investigating options for a safe, grade-separated pedestrian crossing that removes TH 210 as a barrier. The new crossing will accommodate pedestrians and bicyclists of all abilities. To accomplish this, we will address potential MnDOT and property impacts and minimize environmental impacts. Our study will support the City's intent to seek funding opportunities to assist with anticipated costs associated with future construction. Our staff are highly qualified to identify potential funding opportunities and assist the City with grant applications.

The SRF team is comprised of talented bridge engineers and landscape architects with extensive experience in bridge and pedestrian structure planning and design and park and trail resource integration. Our team has successfully completed complex projects involving grade-separated pedestrian crossings of highways, railroads and environmentally sensitive areas and maintains active relationships with the Minnesota Department of Natural Resources (MnDNR) and various MnDOT functional groups including District 3A staff, the Bridge Office and Federal Aid staff. SRF will be a proven asset who will work closely with City staff to deliver a comprehensive feasibility study and reliable cost estimate by April 2023.

The SRF Team's strategy for this effort consists of the following keys:

- **Coordination:** The City has a clear vision for the project to be set up for eventual funding opportunities. The SRF team will develop concepts compliant with federal and state standards. This will be achieved by implementing our team's knowledge of delivery of federal aid bridge projects.
- **Engagement:** The City is committed to a public engagement process, including presentations to the Park Board and City Council that are available to the public. The SRF team will work with staff and develop a project specific engagement plan, utilizing prepared presentation materials and experienced staff to clearly convey the project's intent and build support from elected officials.
- **MnDNR & MnDOT:** The City is committed to enhancing the area's local and state trail systems in partnership with the MnDNR and MnDOT, including implementation of planned trail system expansions. SRF will draw from successful experience working with the MnDNR and MnDOT to provide concepts which enhance trail system expansion and minimize TH 210 impacts while providing a safe and accessible grade-separated crossing.

The SRF Team offers the City of Brainerd the following advantages:

- **Successful Delivery of Comparable Projects:** The SRF team has collaborated to deliver numerous pedestrian bridge projects with successful federal funding authorizations throughout the state.
- **Familiarity at the Project Site:** Members of the SRF team have reviewed the site and available master planning information for Lum Park and the Cuyuna Lakes State Trail. We have developed an understanding of opportunities and challenges the site presents. This understanding provides us an early advantage in concept design as we can draw from our prior work and knowledge of resources to address specific site issues and concerns.
- **Cohesive Staff and Project Capacity:** The SRF team is composed of multi-disciplined staff with extensive backgrounds in bridge planning and design, bridge aesthetics, parks and trail development, drainage design, wetland evaluation, and environmental documentation.

We are confident the SRF team will bring immediate value to the City of Brainerd and project stakeholders by completing the project in a comprehensive and professional manner. Should you have any questions regarding this proposal, please contact Casey Black at (763) 452-4751 or cblack@sriconsulting.com. This proposal shall remain valid for a period of not less than 90 days from the date of the submittal.

SRF acknowledges receipt of the following addenda:

- n/a

Sincerely,



Casey E. Black, PE
Senior Project Manager



Matthew J. Cramer, PE
Project Director - Structures



Image of Cuyuna Lakes State Trail

STATEMENT OF SOLUTION

The goal of the TH 210 / Lum Park Pedestrian Bridge Study is to identify, describe, and provide concept-level documentation and reliable estimates of construction costs for future funding opportunities. The study will document issues that will need to be addressed in the detail design and construction of a new grade-separated pedestrian crossing of Trunk Highway (TH) 210. Trail system connectivity will be enhanced by constructing a new pedestrian bridge over TH 210. The study will identify opportunities to respond to the needs of the City and local and regional trail users for the continued development of the area's trail systems and access to parks and other City resources.

Numerous topics must be comprehensively addressed by the planning process, including:

Lum Park Access

The RFP indicates the preferred location for the proposed pedestrian bridge is adjacent to Lum Park on the east side of Lum Park Road. SRF will review this area and identify appropriate locations along TH 210 near Lum Park for consideration that best fit the park's current usage and master planning efforts. We will evaluate options and identify an alternative that provides safe pedestrian access byway of a new pedestrian bridge.

In addition to the construction of the bridge, other priorities for the overall project include:

- An off-street trail segment along the south side of TH 210 from the bridge to 10th Ave. NE
- An off-street trail segment along the east side of 10th Ave. NE
- An enhanced pedestrian crossing at the intersection of TH 25 10th Ave. NE
- A new trailhead facility at Lum Park near the proposed bridge

Regional & Local Trail Network

SRF will locate the structure and establish concepts that enhance connectivity to nearby existing, planned and developing trail systems. These include the following:

- Cuyuna Lakes State Trail (CLST), MnDNR

- Paul Bunyan State Trail (PBST), MnDNR
- Buffalo Hills Trail (BHT), City
- Other local segments, City

Trunk Highway (TH) 210 Corridor

SRF will identify considerations necessary for construction of a bridge within MnDOT's right-of-way. This includes clear zones to substructures at outside shoulders, possible median pier protection measures, guardrail protection (if needed) and a future cooperative construction agreement.

Right-of-Way

We will define the existing right-of-way, which agency has jurisdiction, and what permit(s) or agreements may be needed for passage.

Property Ownership

SRF will identify land ownership, property lines, zoning and land guidance, and identify what, if any additional parcels will be needed for the new pedestrian bridge construction (either permanent or temporary construction easements).

Public and Private Utilities

SRF will identify existing overhead or underground public and private utility locations and highlight those that may pose conflicts with bridge construction.

Parcel Geometry

We will determine the implications of parcel geometry resulting from land development and its constraints for bridge alignments.

ADA Compliance

SRF will define the applicable MnDOT State Aid, Bridge Office and ADA guidelines and apply them to the bridge concept.

Pedestrian Bridge Options

SRF will develop two to three new bridge alignment alternatives for a new pedestrian/multi-use trail overpass of TH 210 with connection to Lum Park and surrounding trail systems.

Structure Type

We will identify bridge type options that fit the context of the site and the alternative alignment option selected. This information will be reviewed with City staff.

Aesthetics

SRF will provide visual quality recommendations for the bridge alternatives to assure it is compliant with the City of Brainerd identity and complementary to the surrounding site and trail conditions.

Construction Cost

SRF will develop a realistic estimate of construction costs based on our experience with comparable projects and the recommended design solution.

Agency Coordination & Required Permits

SRF will identify the agencies that the City will need to coordinate with for design, construction, and permitting. We will identify the agencies and their contacts for which permits or design improvements will be required.

Design Compliance

SRF will identify design guidelines, standards, or requirements and approval process imposed by the Minnesota Department of Transportation given the potential future state and federal funding opportunities.

Conclusion

The items identified above are all factors that need to be addressed in order to design a successful graded-separated crossing with improved pedestrian safety in the area of interest shown in the RFP. The solution will start with accurate site investigations and GIS mapping that will provide the basis from which the issues and constraints can be identified. Accurate portrayals of the structural concepts can then be shared with the public and stakeholders to solicit input.

The study's final product will be a report that summarizes the topics outlined above in written, graphic and tabular formats. This report will be the basis from which future funding applications can be prepared and the preliminary and final engineering design will begin. It will also be a source of information for project stakeholders who have questions regarding the project's intent.



Example Bridge over Excelsior Road on Paul Bunyan State Trail near Baxter Trailhead

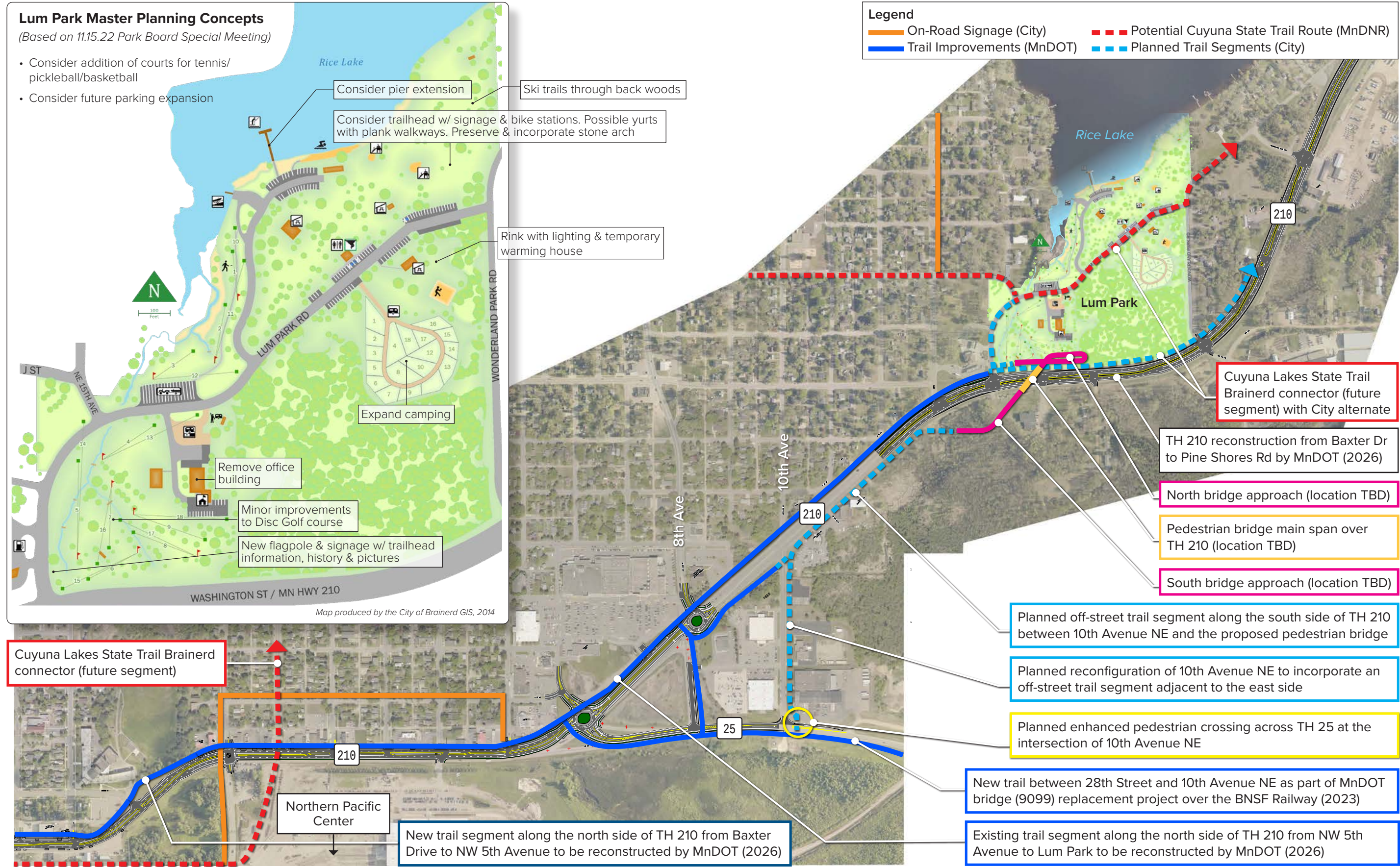


Example Bridge on Paul Bunyan State Trail



Example Bridge on Paul Bunyan State Trail

PROJECT MAP



THE SRF TEAM

We have selected staff members with many years of professional design experience. Each of our staff members have been involved in the projects highlighted in the Qualifications & Experience section of this proposal. The SRF Team brings technical expertise and demonstrated experience to the City of Brainerd. The qualifications of key personnel are presented on the following pages.

Experience with Bridge, Trail & Federal Aid Projects

SRF has designed a variety of grade-separated crossings for new pedestrian and bicycle facilities, many with successful pedestrian bridge designs that address complex sites. Our experienced structural engineers, talented bridge and trail designers provide bridges that are visually appealing and functional. SRF has a wealth of experience in designing bridges over highways, railroads and rivers – including 20 pedestrian bridges within the past 10 years. Many of these bridges involved State or Federal Aid funding.

SRF Team Members & Roles

The roles of our team members are summarized below:

- **Casey Black** will serve as SRF's project manager and leverage his expertise with pedestrian bridge planning and design and MnDOT ROW coordination experience. He will provide structural engineering expertise as the team evaluates various bridge alternatives and identifies a structure that is best suited as the preferred option.
- **Matt Cramer** will advise on structural bridge issues, drawing on his extensive background in bridge project delivery and serve as the quality control manager.
- **Stewart Crosby** brings expertise on bridge aesthetics and park and trail system planning and design.
- **Brett Danner** will advise on potential environmental impacts and NEPA related project needs.
- **Steve McHenry** will advise on possibilities for new bridge lighting systems.



Installation of 200-foot long truss main span over BNSF track for Dakota-Edgewood Trail Bridge.



Casey Black, PE | Project Manager

Casey is a Professional Engineer and Senior Project Manager with over 17 years of experience in SRF's Structures Group. As SRF's project manager, Casey will serve as the first point of contact for Jessie Dehn and City staff, oversee the day-to-day activities of the design team, engage stakeholders and maintain the design schedule. He has managed more than 35 projects for local agencies through design efforts involving local, state, and federal funding requirements. Casey has spent his career at SRF and learned while working on bridge design teams what it takes to lead teams and coordinate the activities of other disciplines while carefully balancing the needs of the project and client. In leading full design team efforts, Casey has directed the coordination efforts for property acquisitions and impacts, environmental documents, wetland delineations, hydraulic analysis, drainage designs, survey crews, geotechnical investigations, environmental site assessments, and roadway designs. Casey's project management technique includes close coordination with the client, so the design team and owner clearly understand the direction of the project throughout the process.

Casey has been involved in bridge design projects including rehabilitations, replacements, and new construction in Minnesota, Wisconsin, and North Dakota. His experience includes concrete slabs, prestressed concrete beams, steel girders, and prefabricated steel trusses. He has also served as a construction engineer on four bridge projects including replacement and rehabilitation. Casey understands how design and construction are related and can foresee potential field issues during the design process and strives to produce easily constructible structures.

Areas of Expertise

- Pedestrian/Trail Bridges
- River Crossings
- Highway Bridges
- Bridge Feasibility Studies
- Bridge Type Studies
- Tunnels
- Parking Structures
- Miscellaneous Structure Design
- Construction Oversight

Education

Bachelor of Science in Civil Engineering, University of Minnesota, 2005

Registrations

Professional Engineer: Minnesota #49163, North Dakota #8902, and Wisconsin #43114-6

Professional Affiliations

American Society of Civil Engineers

American Council of Consulting Engineers of Minnesota

Toastmasters International (Former)

Select Bridge Feasibility Study Experience

- TH 149 over River to River Greenway Feasibility Study, Mendota Heights, MN
- CSAH 14 Trail Bridge over I-35, Lino Lakes, MN
- CSAH 22 Pedestrian Bridge Study, Rochester, MN
- Lake Minnetonka Regional Trail Bridge Feasibility Study, Tonka Bay, MN
- Plymouth Road Trail over BR 27576 BNSF Railway Co. & BR 27633 Minnehaha Creek Trail Feasibility Studies, Minnetonka, MN

Select Pedestrian Bridge Experience

- TH 110 over Mendota-Lebanon Hills Greenway, Mendota Heights, MN.
- Dakota-Edgewood Trail Bridge over BNSF Railway, St. Louis Park, MN
- Luce Line Regional Trail Bridge over CSAH 61, Plymouth, MN
- Lake Minnetonka Regional Trail Bridge over CSAH 19, Tonka Bay, MN
- Columbia Heights Pedestrian Bridge over TH 65, Columbia Heights, MN

Select Bridge Experience

- 55th Street NW Bridge Widening, Rochester, MN
- Plymouth Road Bridge Modifications over BNSF for Trail, Minnetonka MN
- Plymouth Road Bridge Mods. over Minnehaha Creek for Trail, Minnetonka MN
- Jackson St. Bridge Replacements over BNSF, St. Paul MN
- Como Ave. Bridge Rehabilitation over BNSF, St. Paul, MN
- CSAH 14 over BNSF, Coon Rapids, MN
- CSAH 78 (Hanson Blvd) over BNSF, Coon Rapids, MN



Matt Cramer, PE | Project Advisor

Matt is a Professional Engineer and a 18-year SRF team member and Structures Group Project Director with 22-years of design and management experience. Matt is Casey's manager and regularly collaborates with Casey on complex designs and performs Quality Assurance for Casey's projects. Matt has managed several large and complex structures, from historic truss rehabilitation, pedestrian skyways, curved steel girder bridges, and concrete post-tensioned parking ramps.

Areas of Expertise

- Structural Modeling
- Parking Structures
- Bridge Design
- Building Design
Tunnels and Underground Structures
- Retaining Walls

Education

Bachelor of Science in Civil Engineering, University of Minnesota, 1999

Master of Science in Structural Engineering, University of Minnesota, 2008

Registration

Professional Engineer: Minnesota #43517, North Dakota #PE-7898, Wisconsin #43690-6 and Iowa #19357

Project Experience

Killebrew Pedestrian Bridge, Bloomington, Minnesota. Matthew was project manager and lead civil/structural engineer for this federally-funded pedestrian bridge over Killebrew Drive. He was responsible for coordinating design activities with the City of Bloomington, MnDOT, private businesses, and various subconsultants.

University of Iowa Hancher Pedestrian Bridge Design-Build, Iowa City, Iowa. Matt served as Project Manager and Lead Structural Engineer on this design-build pedestrian bridge over the Iowa River. SRF worked with the contractor to develop an innovative forming system that allowed construction of the river piers without conventional cofferdam structures reducing costs and minimizing impacts to the river.

City of Bloomington Old Cedar Avenue Bridge Rehabilitation, Minnesota. Matt served as project manager during the design of this truss bridge rehabilitation. The federally funded project included rehabilitation of a five-span 865-foot long Pratt-camelback truss structure that had been closed for many years due to its poor condition. The rehabilitation involved a full replacement of the deck system, including floor beams and stringers, replacement of the substructures, and repainting. The project required a significant permitting effort due to its location in a federal wildlife refuge.

Metro Transit Orange Line BRT, Minneapolis Minnesota. Matt served as lead structural engineer for the design of the BRT crossing of Knox Avenue under I-494, which involves four separate bridge structures, four cast in place retaining walls, and one soldier pile wall. The project required significant temporary shoring and other staging considerations for the bypass of I-494.

Metropolitan Council Gold Line BRT, Twin Cities, Minnesota. Matt is the Structural Engineering lead for this seven-mile transit corridor that connects the eastern suburbs to downtown Saint Paul (and the larger metro transit system) via a BRT line. The project includes 12 bridges and an estimated 12,000 feet of retaining and noise walls. Matt is leading a large team of designers for three separate consultants.

MnDOT US HWY 2 (Kennedy) Bridge over Red River Rehabilitation, East Grand Forks, Minnesota. Matt served as project manager for the rehabilitation of this significant river crossing. The project involved coordination with many agencies, including MnDOT, two border cities, a project historian, and several subconsultants. The project included inspection and rating of the existing truss and girder bridge, replacement of the deck and rails with incorporation of shared-use trail, and substructure replacement.



Stewart Crosby, PLA, ASLA | Bridge Aesthetics & Pedestrian Connectivity

Stewart is a 17-year SRF team member and Senior Project Manager with 21-years of landscape architecture, trail management, planning and design experience. He brings innovative design solutions to a variety of projects that include park and trail master planning and design. Stewart has also conducted visual impact assessments for roads and trails and has worked on urban streetscape projects. Stewart's role will be to incorporate trail planning initiatives, trail connectivity and node development into the trail and bridge conceptual design.

Stewart excels at managing trail planning and design projects, while fostering an open, collaborative design process that includes agencies, residents, design professionals, and other interested stakeholders. His work is mindful of operations and maintenance considerations and emphasizes sustainability. Stewart has experience managing challenging projects that must adhere to the MnDOT Delegated Contract Process (DCP) for Local Agency Federal Aid.

Areas of Expertise

- Trail Planning & Design
- Bicycle Facility Planning & Design
- Site Planning & Design
- Park Master Planning
- Conceptual & Detail Design
- Construction Administration
- Construction Liaison
- Construction Document Preparation
- Community Engagement

Education

Master of Landscape Architecture, University of Oregon, 2002

Bachelor of Landscape Architecture, University of Oregon, 2001

Bachelor of Arts, International Affairs, Lewis and Clark College, 1991

Registrations

Landscape Architect: Minnesota #45681

Landscape Architect (Council of Landscape Architecture Registration Board)

Professional Affiliation

American Society of Landscape Architects

Project Experience

City of South St. Paul Mississippi River Regional Trail Wakota Scenic Trailhead & Overlook, Minnesota. The Wakota Scenic Trailhead & Overlook project consisted of developing concept designs for a regional trailhead and overlook on the Mississippi River in South St. Paul. The City used the concepts and final report to apply for funding for trailhead development. Stewart was the project manager for this process and oversaw concept development and coordinated a team of trail experts and consulting architects to deliver this project to the client. FA

Carver County TH 5 Regional Trail Master Plan and Design Development, Minnesota. Stewart was the project manager for the design development phase of the segment of proposed trail through the Minnesota Landscape Arboretum. The trail project will include a trail underpass and will follow the MnDOT Delegated Contract Process for Local Agency Federal Aid.

City of Plymouth Northwest Greenway Trail, Minnesota. The trail system includes a primary, 12-foot wide trail with several eight-foot wide loops through woods and prairie and connections to neighborhoods along the corridor. Stewart's role as project manager is to oversee design development and construction document preparation, bidding and construction administration. Four phases of the trail have been developed and phase five is in the design development stage.

Dakota County Mississippi River Regional Trail Pine Bend Bluffs Trailhead, Minnesota. Stewart was the project manager for the design and construction of a trailhead along this popular regional trail. He managed the planning and design process, which included coordination with County staff, attending a public meeting, and managing a multidisciplinary team.

Carver County Minnesota River Bluffs LRT Regional Trail, Minnesota. Stewart was Project Manager for the design and construction of two phases of trail development that included a prefabricated trail bridge over a creek in the historic City of Carver and a trailhead with a parking lot and a trail system kiosk.

Stearns County Regional Trail Feasibility Study, Minnesota. Stewart worked closely with Stearns County staff and various local agencies to assess right of way needs, compatibility issues, and safety concerns to develop proposed routes for two important regional trail extensions into St. Cloud. The results of these efforts are two proposed trail alignments that balance the need for regional trail connections with railroad activity and provide a safe environment for trail users.



Brett Danner | Environmental Documentation

Brett is a 19-year SRF team member and Environmental Planning Senior Project Manager with over 20-years of planning and management experience. At SRF, he manages the preparation of federal environmental documents for county, state, and interstate highways and state EAWs for development and transportation projects. He also leads SRF's traffic noise modeling practice. Brett is highly regarded for his proactive agency coordination and attention to detail. He frequently collaborates with multi-disciplinary teams on preliminary design and corridor study projects.

Areas of Expertise

- Environmental Impact Statements
- Environmental Assessments
- Environmental Assessment Worksheets
- Categorical Exclusion Actions/Determinations
- Traffic Noise Analysis

Education

M.S., Biology, Kansas State University, 2001

B.A., Biology, Gustavus Adolphus College, 1998

Continuing Education

Federal Highway Administration Traffic Noise Model (TNM), June 2017

MnDOT Noise Policy Type I Federal Aid Projects as per 23 CFR 772, May 2011

Basics of Acoustics/Noise Policy and Modeling, Minnesota Department of Transportation, June 2009

Federal Highway Administration Traffic Noise Model (TNM), October 2006

Introduction to Indirect and Cumulative Effects of Projects, Wisconsin Department of Transportation, July 2006

NEPA and Transportation Decision-making, National Highway Institute, November 2008

SRF Quality Management Training

Project Experience

Dakota County TH 110 over Mendota-Lebanon Hills Greenway, Mendota Heights, Minnesota. Completed the Categorical Exclusion for the grade separated greenway crossing of TH 110 and MnDOT's TH 110 pavement preservation project.

Dakota-Edgewood Trail Bridge, St. Louis Park, Minnesota. Completed the Project Memorandum (PM) and environmental documentation for the City's trail bridge crossing of 4(f) properties and the BNSF Railway.

MnDOT Kennedy Bridge Rehabilitation, East Grand Forks, Minnesota. Completed the Categorical Exclusion for rehabilitation of the US Highway 2 Bridge (Kennedy Bridge) over the Red River, a property listed on the National Register of Historic Places (NRHP).

Hennepin County CSAH 81 (Bottineau Boulevard) Final Design from 63rd to West Broadway, Minnesota. Completed the Environmental Assessment Update and traffic noise analysis, evaluation of noise abatement measures, and noise wall solicitation process for reconstruction of CSAH 81 from 63rd Avenue to West Broadway Avenue in Brooklyn Park.

St. Croix River Crossing Supplemental Final Environmental Impact Statement (EIS) Re-evaluation, Stillwater, Minnesota and Houlton, Wisconsin. Completed Supplemental Final EIS re-evaluation for new St. Croix River crossing.

MnDOT TH 10 Environmental Assessment and Section 4(f) Evaluation, Elk River, Minnesota. Completed Environmental Assessment and Section 4(f) documentation for the conversion of TH 10 to a freeway facility through downtown Elk River.

Tower Road Bridge and Street Project Environmental Assessment and Section 4(f) Evaluation, Fergus Falls, Minnesota. Completed Environmental Assessment and Section 4(f) documentation for extension of Tower Road and new bridge over the Otter Tail River.

Blue Earth County CSAH 12 and CSAH 12/TH 14 Interchange Environmental Assessment, Mankato, Minnesota. Completed Environmental Assessment (including noise analysis), Section 4(f) documentation, and Section 6(f) involvement for the extension of CSAH 12 and CSAH 12/TH 14 interchange construction east of Mankato



Areas of Expertise

- Power Systems
- Parking Systems
- Lighting Design
- Communications
- ITS/NTCIP Design
- Solar/Alternative Power Design
- Digital Circuitry
- Analog Circuitry

Education

Bachelor of Science in Electrical Engineering, University of Wisconsin-Platteville, 1986

Registrations

Professional Engineer: Minnesota #46710, North Dakota #PE-8671, Wisconsin #29199, Iowa #21927, Illinois 062.065959, Missouri # 2014015035, & Nebraska (pending)

Professional Affiliations

Institute of Electrical and Electronics Engineers

Institute of Transportation Engineers

Construction Industry Manufacturer's Association - Executive Committee (Chairman - 1999 to 2002)

Dynamic Message Sign (DMS) Standards Working Group (NEMA TS4 – 2002 to present), national standard for DMS, a collaborative effort of NEMA member companies with guidance from the FHWA

Steve McHenry | Bridge Lighting

Steve is a 9-year SRF team member and Electrical Engineering Senior Project Manager with over 35-years of design and management expertise in electrical engineering, Intelligent Transportation Systems (ITS), National Transportation Communication for ITS Protocol (NTCIP), control systems, and solar power systems. He joined SRF after working 25 years for an international manufacturing firm specializing in the ITS/NTCIP industry. Prior to joining SRF, Steve worked at ADDCO, where he led the technical design and project management for electrical, mechanical, software, and system integration as equipment supplier to hundreds of ITS/NTCIP installations. Systems included monochrome to full-color DMS, full-motion CCTV, sensors, RWIS, de-icing, HAR, embedded Linux software development, client/server central control systems software development, and numerous variations of communication infrastructures. Steve also led the development of embedded firmware for ITS equipment controllers and web-based ATMS software for ITS devices in numerous ITS-related protocols, platform tools, and programming languages.

Steve has expert knowledge in solar power systems for portable equipment and small-scale (<4kW) off-grid installations including battery power (FLA, AGM, GEL) and inverter/UPS variations. He is also familiar with grid-tie solar power systems, small-scale wind energy, and fuel-cell systems.

Project Experience

Dakota County, TH 110 over Mendota Lebanon Hills Greenway, Mendota Heights, Minnesota. Provided pedestrian level bridge lighting and site aesthetic lighting design. Project included coordination with Xcel Energy and City staff to relocate Dakota Park ball field lighting power feed cabinet.

Dakota-Edgewood Trail Bridge over BNSF, St. Louis Park, Minnesota. Provided pedestrian level bridge lighting and site aesthetic lighting design. Project included coordination with Xcel Energy and City staff to relocate Dakota Park ball field lighting power feed cabinet.

MnDOT Kennedy Bridge Rehabilitation over Red River, East Grand Forks, Minnesota and Grand Forks, North Dakota. Provided roadway and bridge lighting design, and also aesthetic lighting design. Project required coordination with both the Minnesota and North Dakota Departments of Transportation.

Rice Park Reconstruction, St. Paul, Minnesota. The design included updating all the electrical systems while minimizing above ground facilities and enhancing the lighting with pole mounted, bollard and holiday lighting functions. The project also included power and communications options for Winter Carnival, concerts and other events.

Mississippi River Regional Trail Pine Bend Bluffs Trailhead, Dakota County Parks, Minnesota. Steve led the design of a for new lighting and electrical distribution for trailhead project through a Minnesota DNR Scientific Natural Area in Inver Grove Heights. The design included LED lighting with special selection of color temperature for the park setting.

City of West Saint Paul Robert Street (TH 952) Improvement, Minnesota. This multi-year, phased project reconfigured Robert Street. Steve provided city street lighting design, which includes changing the existing streetlight system to a more energy efficient LED luminaire and aesthetic pole. In addition, Steve led the design of CCTV installations at intersections and fiber optic communications for signal interconnect and CCTV backhaul to the DOT operations center.



APPROACH & WORK PLAN

Project Understanding

With a population of over 14,000 residents, the City of Brainerd is home to several parks, local trails and surrounding regional and state trail systems. Area trails include the Paul Bunyan (PBST) and Cuyuna Lakes (CLST) State Trails operated by the MnDNR and the Buffalo Hills Trail (BHT) operated by the City. The CLST segment nearest the project site is from NE 5th Avenue to Lum Park Road located along the north side of TH 210. Various efforts are in planning to expand the local and state trail systems throughout the City and surrounding area, including:

- 28th Street to 10th Avenue NE trail segment, MnDOT 2023
- CLST Mississippi Northwoods trail segment, CLST Association (TA Grant)
- 10th Avenue NE trail segment between TH 25 and TH 210, City (TA Grant)
- TH 210 Reconstruction w/ trails, MnDOT 2025

Recent user counts completed by MnDNR along the CLST have shown active and increasing usage. As additional facilities are constructed and existing segments are improved, it is expected that the number of daily users will continue to rise as more communities and destinations become connected. A grade-separated pedestrian crossing can provide an enhanced pedestrian and bicycle experience with improved safety by eliminating the need for an at-grade crossing of TH 210 at Lum Park.

Our efforts will concentrate on layout alternatives, land and environmental impacts and construction costs for a new pedestrian overpass at TH 210. SRF staff will work with Project Management Team (PMT) participants consisting of City staff and select members of the City Council and Park Board. We will focus on solutions at the preferred location just east of the intersection of Lum Park Road and TH 210 and evaluate other available opportunities nearby. Consideration will be given to existing and planned park usage, accommodation of the Lum Park master planning efforts, existing facilities, wetlands and right-of-way impacts and the need for a safe pedestrian facility that best accommodates the abilities of all users.

Project Approach

With SRF's demonstrated experience on similar projects, we can deliver a distinctive and safe pedestrian crossing that will fit the site constraints and meet the City's objectives. SRF has strong working relationships with MnDOT's Bridge Office staff and other functional design and maintenance units who will have an interest in the study recommendations. We understand MnDOT's interests and have the experience in planning and design development to address the project's challenging site conditions.

By involving City staff in incremental decision-making, we will move the project forward to meet the schedule completion date of April 2023 with a detailed report and reliable construction cost estimate. Our approach to the project tasks and objectives will include the following:

Funding & Grants

SRF funding and grant experts have a successful track record in pairing clients' needs with funding sources and securing grant dollars for projects of all sizes. Over the last 20 years, SRF has secured more than \$1 billion in local, state, and federal funds. Our report will include a review and summary of potential funding opportunities which may be available based on the study's recommendations.

Site Visit

We will perform a site visit with City staff to develop a common understanding of site opportunities and challenges. This will also give SRF an opportunity to listen to City staff insights, issues, and concerns and confirm project goals in order to generate ideas that can be further developed and studied.

Coordination

SRF will perform early coordination with City emergency service providers, Crow Wing County, MnDOT District 3A and adjacent property owners to identify their issues or concerns. Given the limited access points to Lum Park, coordination with City emergency service providers will be key to understanding how construction in the area for the bridge may impact emergency access.

Property Identification & Data Collection

SRF will conduct a property identification investigation for base map information. We will use city, county, and utility company resources to depict existing right-of-way, existing property lines, existing easements, property ownership, available public and private utility information, setback requirements, and existing zoning. In addition, SRF will utilize available city and county topography files and LIDAR data to complete a comprehensive topographic survey of the project area.

Geotechnical Investigation

SRF has partnered with Twin Ports Testing for the geotechnical portion of the study. Twin Ports will conduct soil borings in the vicinity of the planned main span at TH 210. At least one boring will be conducted on the outside shoulder of the highway in order to investigate the existing soils and produce a preliminary geotechnical report as part of the final bridge study.

Alignment Study

Two (2) planning level layouts will be prepared, one for the City preferred crossing location and an additional option for comparison of benefits. Alignments will consider ADA compliance and the needs and ability of all user-types including pedestrians, bicycles and maintenance vehicles. Designs will be compliant with the MnDOT Bicycle Facility Design Manual or identify where variances or design exceptions may be required. Impacts to right-of-way and adjacent property owners will be an important part of concepts for a new pedestrian overpass in addition to identifying their impacts. SRF will present our findings to City staff for selection of a preferred alignment that can be advanced as a preferred alternative.

Environmental Documentation & NEPA

Most of SRF's pedestrian bridge projects for local agencies are constructed with federal funding assistance which requires a National Environmental Policy Act (NEPA) process and approvals. We will conduct a preliminary evaluation of environmental impacts for alignment alternatives in the study, and will document the necessary environmental process needed in future design phases to successfully acquire approvals from state, federal and regulatory agencies.

Structure Type Study

At this point in the study, we will build upon the concept layouts that have been developed. Consideration will be given to various structure alternatives. Approach ramps may be constructed from new embankment, retained earth, minor bridge spans and piers or a combination of available options. Approach ramps may be curved or straight depending on the site and layout configuration. The main crossing of TH 210 may be by way of a single-span prefabricated steel truss, or a single or two-span deck and beam bridge with steel or precast concrete beams. Bridge aesthetics will factor into the decision-making process along with the cost of construction materials. Concepts will

select from the superstructure and substructure options which best balance construction cost, functionality, visual quality, site constraints and impacts to TH 210 traffic during construction.

Aesthetics

After the alignment and structure type have been finalized, SRF will develop an architectural concept drawing by SRF's in-house expert, Stewart Crosby, who specializes in bridge aesthetics. Aesthetic and potential lighting enhancements will reflect the opportunity this project provides to serve as a city and community gateway. At this stage, we anticipate that a presentation could be made to the public for input before a City Council presentation for final approval.

Pre-Planning Final Report

This will be the final product that SRF will provide the City of Brainerd. The report will document the process, results, and recommendations. Sufficient detail will be provided so that the final designers can use the report and graphics for preliminary and final design for the next phase of the project. The following is a preliminary outline of the report:

- Cover
- Project Overview/Executive Summary
- Site Conditions
- Adjacent Property Ownership
- Right-of-Way Needs and Impacts
- Structure Type Study
- Preferred Alignment
- Preliminary Concept level drawing of Preferred Structure
- Structure Aesthetics
- Estimated Project Costs
- Project Schedule
- Appendix A – Site Photos
- Appendix B - Preferred Alignment Concept Drawing
- Appendix C – Preliminary Concept Drawings
- Appendix D – Architectural Sketch
- Appendix E – Design Examples

Project Coordination & Communication

Project coordination and communication is critical to the project's success. Communication between Jessie Dehn, the City's Director of Public Works, and Casey Black, SRF's Project Manager, is key given the tight schedule and project delivery by April 2023. To that end, the following communication and coordination strategies are suggested.

- Three (3) PMT's will be held as noted in the RFP. PMT 1 can include a team site walk.
- Alternate week project management check-ins will be held with City staff to keep them apprised of the project status and present decisions that must be made. Meetings may be by phone or video conference.

- SRF will provide written documentation of all contacts made during the course of the project with outside parties.
- Weekly summaries of project status, work completed to date and near-term tasks to be undertaken will be presented to Jessie by email.
- All sources of information will be documented to provide a path of information that future detail design can commence from.
- A draft summary document will be provided for staff review and comment in advance of the project deadline.
- The final product will be made in hard and electronic formats. In addition, SRF will provide all drawings, reports, and other materials produced to the City upon project completion.

Stakeholder Engagement

The SRF Team will coordinate with the DNR for input related to plans to expand state trail systems and how this project can be set up to best support these initiatives.

The SRF Team will coordinate with Mike Ginnaty and various other MnDOT District 3A staff to coordinate the design with future TH 210 corridor long-range planning efforts including the planned reconstruction anticipated to begin in 2026. Additionally, Dan Prather and staff at the MnDOT Bridge Preliminary Design Unit will be invited to participate in the study review and comment to help ensure the recommended alternative is set up for future design advancement in compliance with the policies of the MnDOT Bridge Office.

Community Engagement

With Jessie's approval, the SRF Team will coordinate with the Cuyuna Lakes State Trail Association to make their staff aware of the study and provide an opportunity for project input as concepts are developed.

SRF will prepare presentation materials for planned meetings with the Park Board and the City Council. The Park Board meeting will review the project findings and recommendations and is an opportunity for staff to provide final comments before the recommended project is advanced to the City Council for final approval. Appropriate parameters for public and city official engagement will be reviewed with the project team at the kick-off meeting.

Project Schedule

Based on our understanding of the project, SRF will meet the City of Brainerd's schedule for the project. The study and cost estimate must be completed by April 2023 and we are available to begin work immediately.



Additional Services & Other Considerations

Grant Assistance

As requested, SRF has included an optional scope as an add-on service for grant application preparation assistance in our fee proposal. A range of fees has been indicated as a final fee depends on the specific grant(s) being applied for.

Other Considerations

The RFP requests preliminary geotechnical information including borings be made part of the study, and our proposal includes these services as requested. SRF recognizes that the City Council approved a budget of up to \$35,000 for this study. In our experience, geotechnical investigations are not necessary in the study phase as conservative foundation assumptions can be used for cost estimating. The geotechnical investigation can be most efficiently completed under a single mobilization during the preliminary design phase when bridge approach configurations and structure types are defined. If the City is interested in shifting the geotechnical task to the next preliminary design phase, a cost savings could be realized or the study could incorporate a larger scope and more detailed concept review. Budget could be reallocated from the geotechnical task to one or more of the following:

- Additional alignment concept review
- Additional bridge visualizations
- Enhanced aesthetics/bridge lighting concepts
- A public open house
- Ancillary trail system connectivity and at-grade crossing improvement reviews
- Lum Park master planning support
- and other areas of interest to the City

We are more than willing to discuss an alternative scope during the proposal evaluation phase or at the project's kickoff meeting.

QUALIFICATIONS & EXPERIENCE

Trail Bridges & Federal Aid Project Experience

The SRF team brings extensive experience with bridge feasibility studies and new bridge design for pedestrian and trail facilities in sensitive environmental settings, within highway right-of-way and in complex urban environments and commercial settings. We will leverage our past experience and agency relationships to efficiently move the study forward. In addition, SRF has a long history of completing successful pedestrian and trail projects which have required significant levels of stakeholder involvement to achieve project support. The following project descriptions are presented to demonstrate our experience in comparative projects.



Luce Line Regional Trail Bridge

Plymouth, Minnesota

The Three Rivers Park District applied for and secured Federal Transportation Enhancement funding to design and construct a trail bridge to replace the at-grade crossing of the Luce Line Regional Trail and Hennepin County CSAH 61 (Xenium Lane). Casey Black served as SRF's project manager to provide a trail bridge that significantly enhances the safety of bicyclists, pedestrians and drivers by eliminating the at-grade crossing of busy four-lane roadway.

The bridge is located partially within the Union Pacific Railroad right-of-way and immediately south of an existing at-grade signalized roadway crossing. SRF coordinated the design and construction of the bridge with UP. SRF conducted a sightline investigation to ensure the bridge would not reduce the visibility of the signalized crossing. In addition, construction operations for work within the UP ROW and utility relocations for the signalized crossing were coordinated with the UP.

The bridge is ADA compliant, and the design incorporates a modified bowstring steel arch truss that spans across the full width of the roadway and provides visibility for an adjacent railroad crossing signal. SRF completed design and final contract documents to ensure the approval of multiple local and State agencies while meeting Federal authorization deadlines.

Project Related Experience

The Lum Park pedestrian bridge will provide an opportunity to incorporate and support the build-out of local city and regional state trails to connect City resources. We have identified the bridge alignment, crossing location, structure type and construction costs as critical design elements to be addressed in this study. The projects listed below demonstrate our ability to complete similar studies and our understanding of the full project needs having completed designs for similar pedestrian and trail bridges throughout Minnesota. Our study will identify all information necessary to ensure future design phases are informed and provide realistic cost information for potential funding opportunities.

TH 110 Underpass & Mendota-Lebanon Hills Greenway in Mendota Heights | Dakota County

Relevance: Involved Casey as PM, public involvement and conceptual design through bid documents. An initial feasibility study was conducted on three alternatives prior to final design. Project was delivered through MnDOT's DCP, included design exceptions to State Aid standards and was authorized for federal funding.



SRF led design efforts for the County's first segment of the Mendota-Lebanon Hills Greenway. It begins at TH 110 with a connection to the River-to-River Greenway by way of a new highway underpass and extends south to an existing city trail near South Plaza Drive. The federally funded project was constructed in with MnDOT's TH 110 pavement preservation project. The new greenway traverses natural topography adjacent to Dodge Nature Preserve. It crosses a drainage ditch by way of concrete culvert. The underpass includes cast-in-place headwalls and custom precast box culvert sections to provide a 20-foot clear interior width for a multi-use trail, separated walking path and clear zones. An open median provides natural daylight which is complimented by pedestrian lighting after daylight hours.

Other Pedestrian/Trail Bridge Feasibility Studies:	Alignments	Bridge Types	Utilities	ROW	Estimates	Final Design
Bryant Ave. Pedestrian Bridge Study, South St. Paul, MN	■	■	■	■	■	
Hwy 371 Pedestrian Bridge Study, Baxter, MN	■	■	■	■	■	
TH 149/River-to-River Greenway Study, Dakota County, MN	■	■	■	■	■	
Bassett Creek Trail Bridge Study, Three Rivers Park District	■	■	■	■	■	
Plymouth Road Trail & Bridges Study, Minnetonka, MN	■	■	■	■	■	
Lake Minnetonka Trail Bridge Study, Three Rivers Park District	■	■	■	■	■	■
CSAH 22 Trail Bridge Study, Olmsted County, MN	■	■	■	■	■	■
Robert St. Ped. Bridge Study, West St. Paul, MN	■	■	■	■	■	

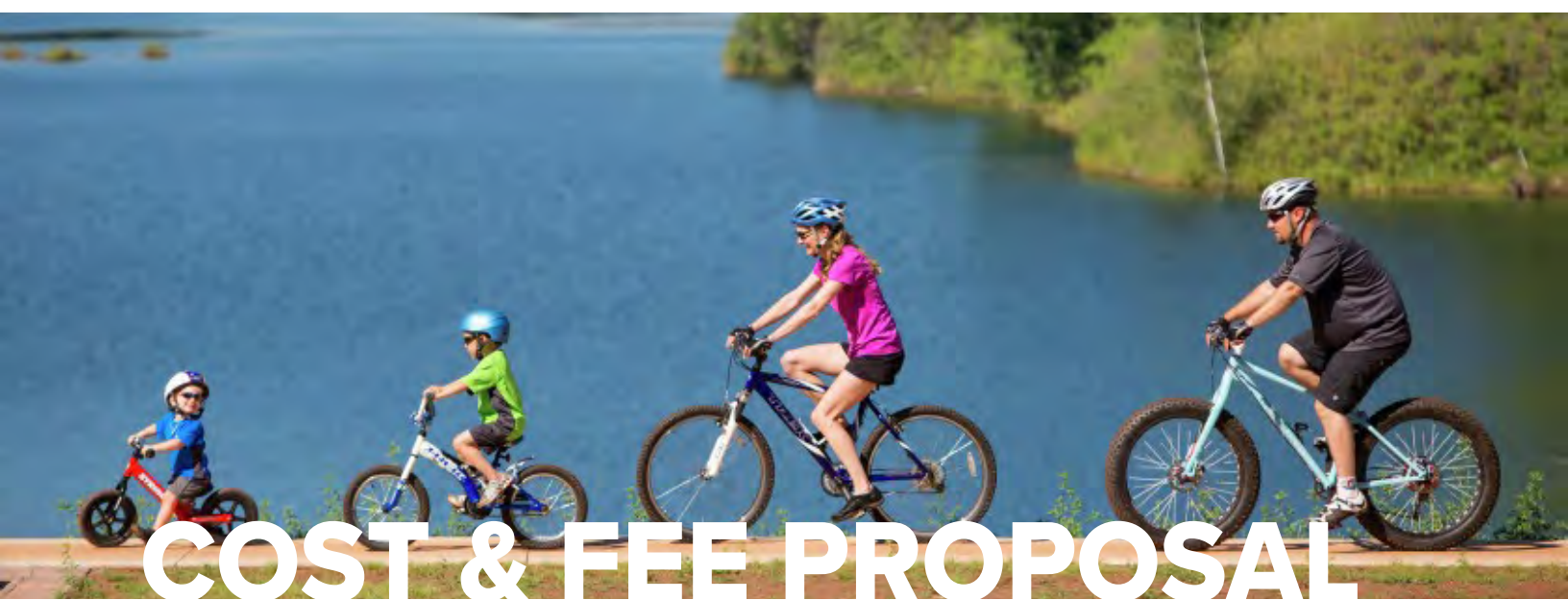
Dakota-Edgewood Trail Bridge | City of St. Louis Park

Relevance: Involved Casey as PM, public involvement and conceptual design through bid documents. Over 15 conceptual designs were generated for the complex site before a final alternative was selected. Project was delivered through MnDOT's DCP, included design exceptions to State Aid standards and was authorized for federal funding.



SRF led conceptual through final design efforts for the City's trail bridge project, a critical link the Dakota Avenue Bikeway, part of the City's Connect the Park plan. The nearly 1-mile long corridor includes an urban, separated trail segment along Edgewood Avenue and a rural trail segment through Dakota Park with a connection to the bikeway at West 26th Street. A 1,488-foot long trail bridge was designed and constructed to provide a new BNSF grade-separation. Significant land use and contaminated and poor soil conditions were addressed in design. The project included public art components, bridge lighting, and stormwater and floodplain considerations in form of amended soils for treatment and dry ponds and a buried RCP for stormwater capacity to address compensatory storage needs.

Other Completed Trail Bridge Design Projects:	Federal	Public Meeting	DCP	Trail	Length	Structure	Hydraulics
Merriam Junction Trail, Scott County	■	■	■	■	2.2 Miles	Bridges	■
MN River Bluffs Regional Trail Bridge, Carver Co.	■	■	■	■	1.9 Miles	Bridge	■
Brownie Lake Pedestrian Bridge, Mpls. Parks & Rec.	■	■	■	■	0.3 Miles	Bridge	■
TH 5 Regional Trail & TH 41 Underpass, Carver Co.	■	■	■	■	1.8 Miles	Bridges	■
CSAH 14 Trail Bridge over I-35W, Lino Lakes, MN	■	■	■	■	0.2 Miles	Bridge	
Luce Line Trail Bridge over CSAH 61, Plymouth MN	■	■	■	■	0.2 Miles	Bridge	
Pedestrian Bridge over TH 65, Columbia Heights, MN	■	■	■	■	0.2 Miles	Bridge	



COST & FEE PROPOSAL

TH 210/LUM PARK PEDESTRIAN BRIDGE FEASIBILITY STUDY

CITY OF BRAINERD



In Partnership With
Twin Ports Testing



December 23, 2022

Jessie Dehn, PE
City Engineer / Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Subject: Cost – TH 210/Lum Park Pedestrian Bridge Feasibility Study, for the City of Brainerd – Proposal for Engineering Consulting Services

Dear Jessie Dehn and Members of the Selection Committee:

Base Cost & Fees

As requested, SRF has included a copy of the estimated design fees for the study with a “not to exceed” value based on the scope outlined in the RFP. Our fee proposal includes:

- A breakdown of the hours by task for each employee.
- Employee average hourly rates by classification.
- Direct expenses and subconsultant costs.
- Assumptions specific to the RFP scope and tasks.

Additional Services

Costs for the following additional services have been included in the cost & fee proposal. These costs are considered as an “add-on” services should the City wish to include with this contract.

Grant Assistance: Includes providing assistance to the City to prepare and submit grant applications for design and construction funding identified in the Feasibility Study.

Public Engagement: SRF can lead or support a public meeting or open house to present alternatives and the recommended design to the public for input. A range of costs for an open house have been included. A final cost can be identified once the meeting scope is determined.

Sincerely,

A handwritten signature in blue ink, reading 'Casey E. Black'.

Casey E. Black, PE
Senior Project Manager

A handwritten signature in blue ink, reading 'Matthew J. Cramer'.

Matthew J. Cramer, PE
Project Director - Structures

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	PROJECT MANAGEMENT & COORDINATION
2.0	RIGHT-OF-WAY COORDINATION
3.0	UTILITY COORDINATION
4.0	BRIDGE ANALYSIS
5.0	AESTHETICS & CONNECTIVITY
6.0	ENVIRONMENTAL ANALYSIS

Project Overview:

The City of Brainerd is seeking proposals from a consultant engineering firm to provide engineering services for the preparation of a feasibility study for a pedestrian bridge across TH 210 adjacent to Lum Park in Brainerd, MN. The overall general scope of services will include evaluation of the feasibility, alternative layouts, right-of-way needs, and alternative costs for the construction of a pedestrian overpass across MN Highway 210 in Brainerd, MN. The Feasibility Study will be prepared cooperatively by and between the Consultant, City staff, select members of the City Council, and select members of the Park Board. Those parties would form the Project Management Team (PMT) for input and decision-making regarding the study. The preferred location for the proposed pedestrian bridge is adjacent to Lum Park on the east side of Lum Park Road. Alternative locations for the overpass may be evaluated with the study if the preferred location proves to be not feasible. Other requirements to be included with the scope of services include: (See *Text Below*).

Funding Information:

TBD: Seeing funding partners, including federal assistance

Schedule Information:

Dec 23, 2022 Proposal submittals due
 Jan 3, 2023 Firm recommended and selected by City Council
 Apr 28, 2023 Feasibility Study completed

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	PROJECT MANAGEMENT & COORDINATION <u>Assumptions:</u> - Coordination with other governmental agencies as needed, including but not limited to, MnDNR and MnDOT. - Identification of alternative funding opportunities, requirements, and timelines. - The Project Management Team (PMT) shall consist of the Consultant, City staff, City Council members, and Park Board members. <u>PMT #1:</u> Kickoff to introduce the project, define staff roles, establish early guidance on project scope, approach, roles, objectives, and methodology, and assign action items. <u>PMT #2:</u> Midway to present draft existing conditions, issues identified, layouts, and alternatives. <u>PMT #3:</u> Final to present finalized documents, memos, and work products. - At the completion of the preparation of the Feasibility Study, the Consultant will deliver informational presentations to the below bodies. Presentations may be virtual or in person. <u>Park Board Mtg:</u> One (1) presentation to the Park Board (3rd Tues. at 4:00 p.m. at City Hall) <u>Council Mtg:</u> One (1) presentation to the City of Brainerd City Council (1st & 3rd Mon. at 7:30 p.m. at City Hall) - SRF will prepare agendas, figures and meeting minutes <u>Client Deliverables:</u> - Meeting coordination and invites											

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.1	PMT #1 & Kickoff Mtg: (In-Person) - prepare for, attend and prepare records - Site Visit - Assume PM for (1) mtg (4 hrs travel, 3 hrs mtg, 2 hrs prep & records)	-	9	-	-	-	-	-	-	-	9	\$1,674.00
1.2	PMT #2: (Virtual) - prepare for, attend and prepare records - Assume PM for (1) mtg (0 hrs travel, 1.5 hrs mtg, 1.5 hrs prep & records)	-	3	-	-	-	-	-	-	-	3	\$558.00
1.3	PMT #3: (Virtual) - prepare for, attend and prepare records - Assume PM for (1) mtg (0 hrs travel, 1.5 hrs mtg, 1.5 hrs prep & records)	-	3	-	-	-	-	-	-	-	3	\$558.00
1.4	Park Board Mtg: (In-Person) - prepare for, attend and prepare records - Assume PM for (1) mtg (4 hrs travel, 2 hrs mtg, 2 hrs prep & records)	-	8	-	-	-	-	-	-	-	8	\$1,488.00
1.5	Council Mtg: (In-Person) - prepare for, attend and prepare records - Assume PM for (1) mtg (4 hrs travel, 2 hrs mtg, 2 hrs prep & records)	-	8	-	-	-	-	-	-	-	8	\$1,488.00
1.6	MnDNR Coordination: - Includes coordination for info. related to Cuyuna Lakes State Trail system planning and expansion efforts. (email, phone or video conference)	-	2	-	-	-	-	-	-	-	2	\$372.00
1.7	MnDOT Coordination: - Includes coordination with District 3A staff on future corridor needs/plans (email, phone or video conference) - No Bridge Office review is assumed as project is not funded	-	2	-	-	-	-	-	-	-	2	\$372.00
1.8	Funding Opportunities: - Assumes SRF will evaluate the preferred alternative for potential funding programs for which the project may be eligible for construction funding.	-	-	-	4	-	-	-	-	-	4	\$588.00
1.9	Bi-wkly phone calls w/ Jessie Dehn & Casey Black - 0.5 hrs / per call from (Jan-Apr 2023)	-	4	-	-	-	-	-	-	-	4	\$744.00
	SRF Deliverables: - Prepare agendas, figures and meeting minutes											
	SUBTOTAL - TASK 1	0	39	0	4	0	0	0	0	0	43	\$7,842.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
2.0	RIGHT-OF-WAY COORDINATION											
	<u>Assumptions:</u>											
	- Establishment of preliminary property lines and topography using available information, including City, County and MnDOT GIS information and mapping, LIDAR contours, aerial photography, and other available information.											
	- Collection of preliminary field boundary and topographic survey information as required to verify the feasibility of the planning level layout and design alternatives and a preliminary determination of right-of-way needs to assist in planning level alternative decision making.											
	- Existing Right-of-Way and parcel limits will be prepared based on GIS information.											
	- MnDOT can provide ROW file from TH 210 Reconstruction project.											
	- SRF will document ROW in a CAD basefile.											
	- No field survey required.											
	<u>Client Deliverables:</u>											
	- County or City ROW records											
2.1	ROW Basefile	-	-	-	-	-	-	-	4	-	4	\$492.00
2.2	ROW Documentation	-	-	-	-	-	-	2	-	-	2	\$220.00
	- Record of ownership for impacted private parcels documented in the feasibility study report.											
	<u>SRF Deliverables:</u>											
	- ROW CAD File											
	SUBTOTAL - TASK 2	0	0	0	0	0	0	2	4	0	6	\$712.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
3.0	UTILITY COORDINATION											
	<u>Assumptions:</u>											
	- No field survey required.											
	- MnDOT can provide Utility file from TH 210 Reconstruction project.											
	- SRF will locate existing and private utilities by requesting a Gopher State One Call mapping request. Field markings can be requested and collected by survey as extra work.											
	- SRF will document known existing utilities in a CAD basefile.											
	- SRF will identify and summarize utility owners and contact information for facilities anticipated to be impacted by future construction in the feasibility study report.											
	- No utility coordination meeting is planned to be held. Contact may be made and recorded by phone for major utilities which may impact bridge construction to review the viability of potential utility relocation.											
	<u>Client Deliverables:</u>											
	- Available public utility files and mapping											
3.1	Gopher State One Call	-	-	-	-	-	-	2	-	-	2	\$220.00
	- Mapping request and log documentation											
	- Confirm and document utility owner contact information											
3.2	Utility CAD file	-	-	-	-	-	-	-	4	-	4	\$492.00
3.3	Utility Documentation	-	-	-	-	-	-	2	-	-	2	\$220.00
	- Record of ownership for impacted public and private utilities documented in the feasibility study report.											
	<u>SRF Deliverables:</u>											
	- GSOC Ticket Information											
	- Utility CAD file											
	- Utility owner and contact information											
SUBTOTAL - TASK 3		0	0	0	0	0	0	4	4	0	8	\$932.00

SRF Consulting Group, Inc.

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study

Work Tasks and Person-Hour Estimates



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
4.0	BRIDGE ANALYSIS <u>Assumptions:</u> - Construction of a pedestrian bridge across TH 210 - Consideration for all applicable modes of transportation and potential users of the pedestrian bridge, including (but not limited to) pedestrians of various ages and abilities, ADA assistance vehicles, bicycle, and maintenance motor vehicle access. - Collection and investigation of the existing soils, including but not limited to soil map review and soil borings, to perform a preliminary structural bridge analysis to be included with the final report. - The development of a up to two (2) planning level layouts for the proposed pedestrian bridge in the preferred location, including abutments, piers, approaches, and other related improvements. Conduct preliminary engineering investigations, data collection, project scoping and environmental permitting and reporting, if any. - The development of planning level project cost estimates for the planning level layout and design alternatives. - Evaluation of advantages and disadvantages and cost comparisons of the alternative layouts and bridge structure options. - Twin Ports Testing will conduct (1) soil boring and prepare a preliminary geotechnical report for substructure recommendations. - MnDOT can provide geometric file from TH 210 Reconstruction project. - Feasibility analysis of the pedestrian crossing options including location, schematic design and estimated costs. - The City intends to ultimately select a preferred schematic design in consideration of cost estimate and in consultation with stakeholders for future grant funding application to accomplish construction. - Provide schematic design options and present final schematic design documentation, cost estimate, and technical memorandum for approval by city staff. - SRF will ensure that applicable Federal, State, and local codes and regulations related to the facility design are met. <u>Client Deliverables:</u> - Report review											

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
4.1	Schematic Design	-	2	4	6	10	-	-	-	-	22	\$3,264.00
	- Develop up to three (3) bridge concepts for bridge alternatives:											
4.2	Schematic Design Plans	-	2	-	4	-	-	-	12	-	18	\$2,436.00
	- Geometric plans of recommended alternative assumed to include:											
	- General Plan & Elevation Sheet											
	- Transverse Section Sheet											
	- Aesthetic Details Sheet											
4.3	Feasibility Study Report	2	4	10	-	-	-	-	-	-	16	\$3,004.00
	- Report summarizing the process and findings of the bridge analysis and schematic design process. Report assumed to include the following sections:											
	- Cover											
	- Executive Summary											
	- Alignment & Connections Summary											
	- Property & ROW Identification											
	- Existing Utilities											
	- Bridge Alternatives											
	- Bridge Aesthetics											
	- Property Easements & Impacts											
	- Project Costs											
	- Summary & Recommendations											
	- Project Schedule											
	- Appdndix											
4.4	Cost Estimating	-	2	-	4	-	-	-	-	-	6	\$960.00
	- Cost estimates to be based on comparable project unit cost per square foot basis.											
	<u>SRF Deliverables:</u>											
	- Feasibility Study Report											
	- Project Cost Estimate											
SUBTOTAL - TASK 4		2	10	14	14	10	0	0	12	0	62	\$9,664.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
5.0	AESTHETICS & CONNECTIVITY <u>Assumptions:</u> - Construction of off-street trail segment along the south side of TH 210 between 10th Avenue NE and the proposed pedestrian bridge - Reconfiguration of 10th Avenue NE to incorporate an off-street trail segment adjacent to the east side of the street - Construction of an enhanced pedestrian crossing across TH 25 at the intersection of 10th Avenue NE - Construction of a trailhead facility at Lum Park adjacent to the proposed pedestrian bridge. - Aesthetics must be considered for use in presentation as well as environmental analysis. The TH 210/Lum Park Pedestrian Bridge will serve as a gateway for Brainerd on the east end of the city that represents the community, as well as our connection with the Cuyuna Lakes State Trail. Not only must the bridge serve non-motorized users, but it must also do so in an enjoyable and inviting way. The selected Consultant must have the ability to create visual rendering(s). - Bridge and approach design must take into account park land usage and the ability to accommodate the Lum Park Master Plan, trailhead, parking, and other facilities as well as minimizing impacts to wetlands and right-of-way taking (if needed) on the south side of TH 210. - Feasibility analysis of the pedestrian crossing options including pedestrian connections at intersections & park trails and associated estimated costs. - The pedestrian crossing should connect to public property and be fully compliant with Americans with Disabilities Act (ADA) requirements. - Develop architectural elements to be incorporated into the design. - SRF will ensure that applicable Federal, State, and local codes and regulations related to the facility design are met. - Develop up to (2) architectural renderings/sketches for the preferred alignment and bridge type option <u>Client Deliverables:</u> - Report review											
5.1	Pedestrian Access & Trail Connectivity Review	0	2	0	0	4	-	-	-	-	6	\$888.00
5.2	Bridge Aesthetics & Renderings	0	2	0	0	18	-	-	-	-	20	\$2,694.00
	<u>SRF Deliverables:</u> - Bridge Renderings - Bridge Aesthetics - Report Contribution - Pedestrian Connections											
	SUBTOTAL - TASK 5	0	4	0	0	22	0	0	0	0	26	\$3,582.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Brainerd, Minnesota
 Project: TH 210/Lum Park Pedestrian Bridge Feasibility Study



Subconsultants: Twin Ports Testing

16359.PP

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PROF. VIII-VII</u>	<u>PROF. VI</u>	<u>PROF. V</u>	<u>PROF. IV</u>	<u>PROF. III</u>	<u>PROF. II</u>	<u>PROF. I</u>	<u>TECH.</u>	<u>SUPPORT</u>	<u>TOTALS</u>	<u>EST. FEE</u>
6.0	ENVIRONMENTAL ANALYSIS											
	<u>Assumptions:</u>											
	- Identification of all necessary environmental documents and guidance available from federal, state, and local agencies.											
	- Preliminary evaluation of environmental for the alternative layout and design alternatives.											
	- Identify, delineate and classify any environmental elements associated with the project.											
	- SRF will review the recommended project and document in the feasibility study report future environmental process needs, coordination and potential impacts to be addressed in future design phases.											
	- SRF will outline the anticipated federal aid process for environmental documentation, anticipated to be a Categorical Exclusion (CatEx) document, to be completed in future design phases. The outline will be provided in the feasibility study report.											
	<u>Client Deliverables:</u>											
	- Existing prior environmental reports for review.											
	- Report review											
6.1	Environmental Scan	0	1	0	0	2	-	-	-	-	3	\$444.00
6.2	Environmental Process Documentation	0	1	0	0	4	-	-	-	-	5	\$702.00
	<u>SRF Deliverables:</u>											
	- Report Contribution - Environmental Summary											
	SUBTOTAL - TASK 6	0	2	0	0	6	0	0	0	0	8	\$1,146.00

16359.PP

TOTAL ESTIMATED FEE (SRF and Subconsultants combined)	\$34,584.30
--	--------------------

SRF EXPENSES: \$681.30

SUBCONSULTANTS: \$10,025.00

ADDITIONAL SERVICES FEE RANGE: \$9,500.00 to \$20,500.00



December 22, 2022

a 12279 Nicollet Avenue Burnsville, MN 55337
o 952-402-9202 f 952.403.6803
w stonebrookeengineering.com

Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: Professional Services Proposal
TH 210/Lum Park Pedestrian Bridge Feasibility Study

Dear Mr. Dehn:

Thank you for the opportunity to submit this scope of work and engineering fee proposal for the TH 210/Lum Park Pedestrian Bridge Feasibility Study. We understand this phase of the project will generally consist of scoping and feasibility analysis of a pedestrian bridge over TH 210, and associated trail connections. The primary purpose of this work is to assist the city in scoping the extent of work that will be necessary to carry this project into preliminary design, final design, and ultimately construction.

UNDERSTANDING

Our intent with this initial feasibility study work is to provide a streamlined, high-level scoping analysis of options, while evaluating the initial feasibility of this work and the associated costs. We understand, through conversation leading up to this point, that the city has a limited budget to work with on this first phase and is most notably interested in a comprehensive scoping and study process that will guide what the next steps are for the project and associated estimated costs.

We understand that this work feeds into a critical trail connection for the region and the City of Brainerd, within the Cuyuna Lakes State Trail corridor. Multiple trail segments in this area are currently being planned and are pursuing of funding through different sources. In addition to funding challenges, coordination with MnDOT and the MnDNR will be critical to the overall project success, not just at the feasibility study level, but also once the project proceeds into design. Other important factors of this project that our team will keep in mind as we work through the initial analysis and study are:

- Reviewing all existing data and information for the project area, which will assist the city in developing a detailed scope and understanding of what steps will be necessary to implement a successful future design project.
- In addition to analysis of bridge type and span length, we will also consider aesthetics of the pedestrian bridge, as the look and feel of the structure will be an important consideration to the community.
- As we are evaluating the location of the bridge and trail connections, we'll consider advantages and disadvantages to structure and trail connection type, as it pertains to park land use, trailheads, parking, and impacts to wetlands, trees, and private property.
 - o Impact to the trunk highway facilities will also be a critical element as the project moves into preliminary design and requires MnDOT coordination.
- We will evaluate any environmental documentation completed to date and will create a summary document of the anticipated environmental impacts that may be encountered on the project.

- Our study level evaluation will include working with stakeholders to understand all potential bridge users (pedestrians, bicyclists, and vehicles). This will ensure the study options evaluation can accommodate these modes of transportation when necessary.

In addition to our project understanding, below we have included information on the qualifications of proposed team members, along with a work plan that briefly explains how we plan to address the general scope of services that was summarized in the RFP.

PROPOSED STAFF AND TEAM MEMBERS

We are proposing a team that is well versed in both municipal and transportation engineering projects, including feasibility studies and concept level project analysis. Having a team, and lead project manager, that has experience both in municipal engineering projects and working with MnDOT regularly, will ultimately be a significant key to project success. All staff proposed to work on this project are available to complete the tasks identified in the timeline noted in the RFP.

Tyler Newhall, PE, will serve as Project Manager. Tyler has over 21 years of experience in the design, management, and construction of multi-million-dollar transportation and municipal projects. His expertise includes project management, roadway and utility design and construction, feasibility studies, specifications, cost estimates, public involvement, permitting and environmental documentation. Tyler worked as a civil construction manager for nearly 10 years, where he gained experience in the design and construction management of a large variety of projects (federal aid, municipal aid, county state aid, MCES, and local/municipal). This experience has provided him with a keen understanding of what is necessary to provide and develop a high-quality design that can be smoothly carried through to construction. Tyler has completed numerous feasibility studies over his career for municipal clients.

Supporting Tyler on the study will be **Design Manager, Jake Duppong, PE, and Roadway Engineer, Maddie Brandon, PE.** Tyler, Jake, and Maddie have completed numerous challenging projects working together over the last handful of years. Working together as a team has allowed them to be very efficient in the services they provide.

Jake has 9 years of experience in the design and inspection of transportation projects. His experience includes preliminary layouts, preliminary and final roadway design, ADA pedestrian ramp design, detail design plans, and construction administration/inspection. Jake has led a number of design teams on many of Stonebrooke's high-profile projects and his vast experience not only designing on those projects, but also working closely with Project Manager, Tyler Newhall, will be an added benefit to our project team.

Maddie has 5 years of experience working as a design engineer with the Stonebrooke team. Her experience working for County and City clients includes preparing cost estimates, preliminary layouts, and final construction plans. Maddie's expertise includes navigating challenging rural and urban corridors, utilizing the latest in roadway modeling technology to efficiently complete complicated trail and road designs while minimizing impacts and meeting the needs of the road authority and surround project stakeholders.

Rounding out the key personnel on this project will be our **Bridge Design Lead, Ron Benson, PE.** Ron has over 33 years of experience in structural bridge design and inspection for many types of bridges, including concrete, steel, and timber. He has been involved with over 1,000 bridge design projects in Minnesota. His experience as a project manager includes supervising the preparation of construction plans for new bridges and rehabilitation projects for well over 20 years. Hydraulic design, permitting, and structural analysis have been integral parts of these projects. Ron also performs routine and special inspections for existing bridges, as well as load ratings. He has considerable experience monitoring construction activities and designing falsework and temporary structures for construction contractors.

WORK PLAN AND APPROACH

Through discussion to date with city staff, we understand this additional feasibility study stage to be an opportunity to create a study that defines a more detailed scope of future work and approximate costs associated with this project. As such, we have reviewed the GENERAL SCOPE OF SERVICES section of the RFP and defined our assumptions for a work plan that we believe best fits the needs of the city to deliver this. While all of the tasks defined in the scope of services will ultimately need to be done, we also believe there is merit in a more streamlined approach for the feasibility study stage. Determining some key project details first, before investing significant design fee into things like soil borings, topographic survey, and in depth MnDOT coordination, will create a more efficient overall project process in the long run.

Overpass Analysis:

Our team will evaluate, on a high-level, a variety of different overpass layouts and connections to the existing grade. Some of the most likely connections to the existing grade would consist of a spiral ramp, approach spans with structural support, or trail connections on earth embankment. We will work with the Project Management Team (PMT) to select the most likely options for analysis, and from there look at alternative layouts and connections, right-of-way impacts, and overall project/construction costs. This analysis would include a matrix of advantages and disadvantages of these options, which ultimately would form the basis for the feasibility study document.

Establishment of preliminary property lines and topography using available information:

Our survey team will work with MnDOT, Crow Wing County, and Brainerd, as necessary, to gather existing information related to right-of-way, property lines, and LIDAR data. We believe that for the initial scope/study phase of this project, this level of information will be sufficient for analysis. Once the project scope and areas of impact are further defined, more detailed field information for use in preliminary design may need to be obtained. Field data collection is not included in the fee proposal currently submitted.

Collection and investigation of existing soils:

There are a number of low lying/wetland areas surrounding the proposed project areas. This may create additional challenges for the bridge design and construction depending on the preferred bridge location. Given the desire to limit budget and timeline for the first phase of this project, we recommend evaluating potential soil issues based on known wetland areas and soil mapping. Once a preferred bridge type and location has been identified, and prior to detailed preliminary design, we'd recommend creation of a geotechnical investigation scope and hiring a geotechnical engineer.

By taking this approach, we feel it will decrease the likelihood of the city needing to do multiple mobilizations for the geotechnical work through the entire project process. As a result, we are assuming that a geotechnical field investigation would not be included in our scope of work at this time. We could provide a fee for this work through a mutually selected subconsultant at the city request.

Development of two planning level layouts:

Based on evaluation and further coordination with the PMT, our team will develop up to two layouts of the proposed pedestrian bridge location. These layouts will be in plan view and will be colored and labeled to clearly show the bridge crossing location and associated trail connections. These layouts will be used to then establish construction cost estimates to be used in the feasibility studies. At this time, we are assuming that no vertical design analysis would be part of the feasibility study portion of this project and would be completed at a later date, as design analysis begins.

Within the following section of the proposal, we have included examples of layouts created by Stonbrooke on a study phase of a project with a similar scope of work, which we completed for a municipal client (work effort led by Tyler Newhall).

Collection of preliminary field boundary and topographic survey info:

Because the location and type of structure are not yet determined, our team proposes to use the existing information we can gather from GIS databases and LIDAR information for use in this feasibility study. Given the trunk highway corridor, many wetlands, and wooded areas, topo and boundary surveys could take an extensive amount of time. We believe the most prudent approach would be to work through this initial scope and study stage to determine an initial preferred bridge layout, trail connections, and general construction limits, and then proceed with more detailed data collection. The LIDAR and GIS data we can obtain will be helpful in assisting with the preliminary evaluation and cost estimating. We are assuming, for the purposes of this proposal, that we will not be performing field work for the study stage of this project.

Develop planning level cost estimates:

Our roadway and bridge design teams are well equipped to develop planning level cost estimates. We have an extensive database from our past projects, and Bridge Engineer, Ron Benson, is experienced in estimating bridge construction costs for planning purposes for a variety of different types of structures.

Preliminary environmental evaluation for the different alternatives:

Part of our design matrix will include evaluation of environmental impacts. We will consider the likelihood that different design options, or just the project in general, will impact items such as a Section 4(f) properties, threatened and endangered species, wetlands, air, noise, and water quality, and several other key environmental features. These impacts will be factored into the design matrix that is part of the feasibility study.

Evaluation of the various layout options and bridge types:

Ron Benson will assist in identifying the most appropriate structure types for this pedestrian bridge. From there, we will work through various options for the connection from the bridge to the existing grade on each side of the highway, taking into account property impacts, environmental impacts, and ADA considerations. We will work closely with the PMT and City staff in determining the preferred options to consider in the layout.

Coordination with government agencies including MnDNR and MnDOT:

The standard experience for our proposed design team is working on projects that involve multiple agencies. This project will be no different, and it will be important to have discussions with the DNR, MnDOT and other agencies to ensure that any concerns they have regarding the project are considered in the feasibility study matrix. We assume that we'll conduct 1 virtual meeting with each of these agencies and we have included time for a 3rd virtual meeting with any other governmental agency identified, to talk through scope and impacts. We expect that future meetings will be critical to project success as this project transitions into the preliminary design phase, at which time the City/PMT will be able to get specific feedback from these agencies on the study work completed to date. We assume this further coordination would be part of a future design contract.

Identification of alternative funding opportunities, requirements, and timelines:

Our team will work closely with the City of Brainerd staff to identify potential funding sources that have not been considered. For the purposes of this proposal, we are including time for exploring options with

city staff, however, we have not included time for applying for funding or coordination with funding agencies (except as requested in the RFP for added optional tasks).

PMT Meetings and Consultant Presentations:

Consistent with the scope of services, we will plan for 3 PMT meetings and 2 consultant presentations: 1 at a Park Board meeting, and 1 at a City Council meeting. We are assuming that 1 of the 3 PMT meetings will be in person (most likely the kickoff meeting for all parties to meet) with the other 2 PMT meetings being virtual to save on project budget. We assume the Park Board and City Council meetings will be in person.

OTHER SPECIFIC EXPERIENCE, KNOWLEDGE, AND ABILITIES OF OUR FIRM AND PROJECT TEAM

Example of a Project with feasibility analysis of a grade separated pedestrian crossing:

Johnny Cake Ridge Road Corridor and Feasibility Study



Services Provided: Corridor Study, Feasibility Study, Topographic Survey, Preliminary Design, Final Design, Construction Administration, Construction Staking

Location: Apple Valley, MN

Client: City of Apple Valley

Client Contact: Matt Saam

Estimated Construction Cost: \$5,500,000

Funding: State Aid

Stonebrooke performed a corridor study of Johnny Cake Ridge Road from County Road 42 to McAndrews Road, evaluating the impact of future traffic growth and development on the corridor, with the goal of recommending the proper road section for this corridor. This major collector located in the City of Apple Valley and Dakota County was a 4-lane roadway with no turn lanes, projected to carry 16,000 ADT by the year 2040. Concurrently, Stonebrooke completed a feasibility study of Johnny Cake for the north half of this corridor from 140th Street to McAndrews. The study includes a written report, evaluating roadway, drainage, sanitary and watermain improvements, pedestrian improvements, and cost estimates. Through the course of the feasibility study, the Stonebrooke team also **evaluated grade separated pedestrian crossings of 140th Street (see below for further information)**, implementation of the Dakota County North Creek Greenway Trail along the corridor, and implementation of stormwater BMPs within the scope of the construction project geared towards lowering the TDML into nearby Long and Farquar Lakes.

Following completion of study work, the Stonebrooke team was selected to perform preliminary and final design for Johnny Cake Ridge Road from 140th Street to McAndrews Road. The final selected corridor section included narrowing the road from a 4-lane section to a 3-lane section. In addition to full reconstruction of this 1 mile stretch of roadway, the final design included full storm sewer reconstruction, watermain and sanitary sewer reconstruction, ADA improvements, and signal modifications. Trails were added on both sides of Johnny Cake, including an extension of the Dakota County North Creek Greenway on the east side of the road. Final selected BMPs included treatment structures and filtration swales in the boulevards between the trail and curb.

In the early stages of this project, Tyler Newhall, with assistance from bridge engineer Ron Benson, led a feasibility study for the corridor improvements. One element of this study was evaluating multiple options for grade separate pedestrian crossing options over 140th Street on the south end of the corridor. The process included looking at both overpass and underpass options, along with multiple different scenarios for trail connections to the bridge. A major city park was located on one side of the bridge, with a residential neighborhood on the other. Thus, a key piece of the analysis was considering ways to minimize impacts to private properties and the park. The study concluded with multiple layout options and comparison of advantages and disadvantages of the different options, include cost and property impacts.

In many ways, the work our team completed on that project is very similar to that in this proposed feasibility study. To help visualize what layouts may look like, we have attached a couple of the layout options that were produced as part of that process. These layouts are attached as part of an appendix to this report.

Example of a Project with a Federal Aid trail:

Point Douglas Regional Trail



Services Provided: Environmental Documentation, Preliminary Design, Final Design, Construction Administration

Location: Hastings, MN

Client: Washington County

Client Contact: Frank Ticknor, PE

Estimated Construction Cost: \$2,500,000

Funding: Federal Aid

The Point Douglas Regional Trail project created a safe bicycle and pedestrian connection between Hastings and Prescott, which previously had no direct connection for non-motorized users. This new trail extended from Point Douglas Park along the St. Croix and Mississippi Rivers to TH 61 near Hastings. Part of the trail follows the TH 10 corridor, giving users access to both the St. Croix National Scenic Riverway

and the Mississippi National River and Recreation Area. Additionally, this trail is now the hub of comprehensive existing and planned regional trail systems throughout the area.

Washington County selected Stonebrooke Engineering to provide environmental documentation, pedestrian and bicycle facility planning and design, preliminary design, final design, and construction inspection on this project, as well as a feasibility study for a pedestrian bridge over the BNSF railroad. This 2.5-mile-long trail project follows the Delegated Contract Process (DCP) for federal funding, which is one of our firm's specialties.

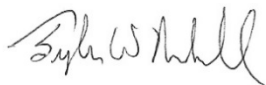
Stonebrooke prepared and submitted a Project Memorandum for this project, which included a social, economic, and environmental study that analyzed the impacts of this project on historic properties, endangered species, right-of-way, water quality, wetlands, floodplains, noise, and air quality. It also included the evaluation of alternate locations and design alternatives, and incorporated all public involvement efforts completed in the design phase. During the development of this Project Memorandum, we coordinated with numerous local agencies, including the MnDOT Cultural Resources Unit, MnDOT State Aid, Minnesota DNR, FHWA, MPCA, US Army Corps of Engineers, National Park Service, South Washington Watershed District, and the BNSF Railroad.

Additional Firm Information

For your information we are including some information about Stonebrooke Engineering and why we are confident in what we do. This information is included in the Appendix.

We appreciate your consideration of this proposal, and we welcome the opportunity to discuss the details with you. Please contact us with any questions or concerns you may have.

Sincerely,

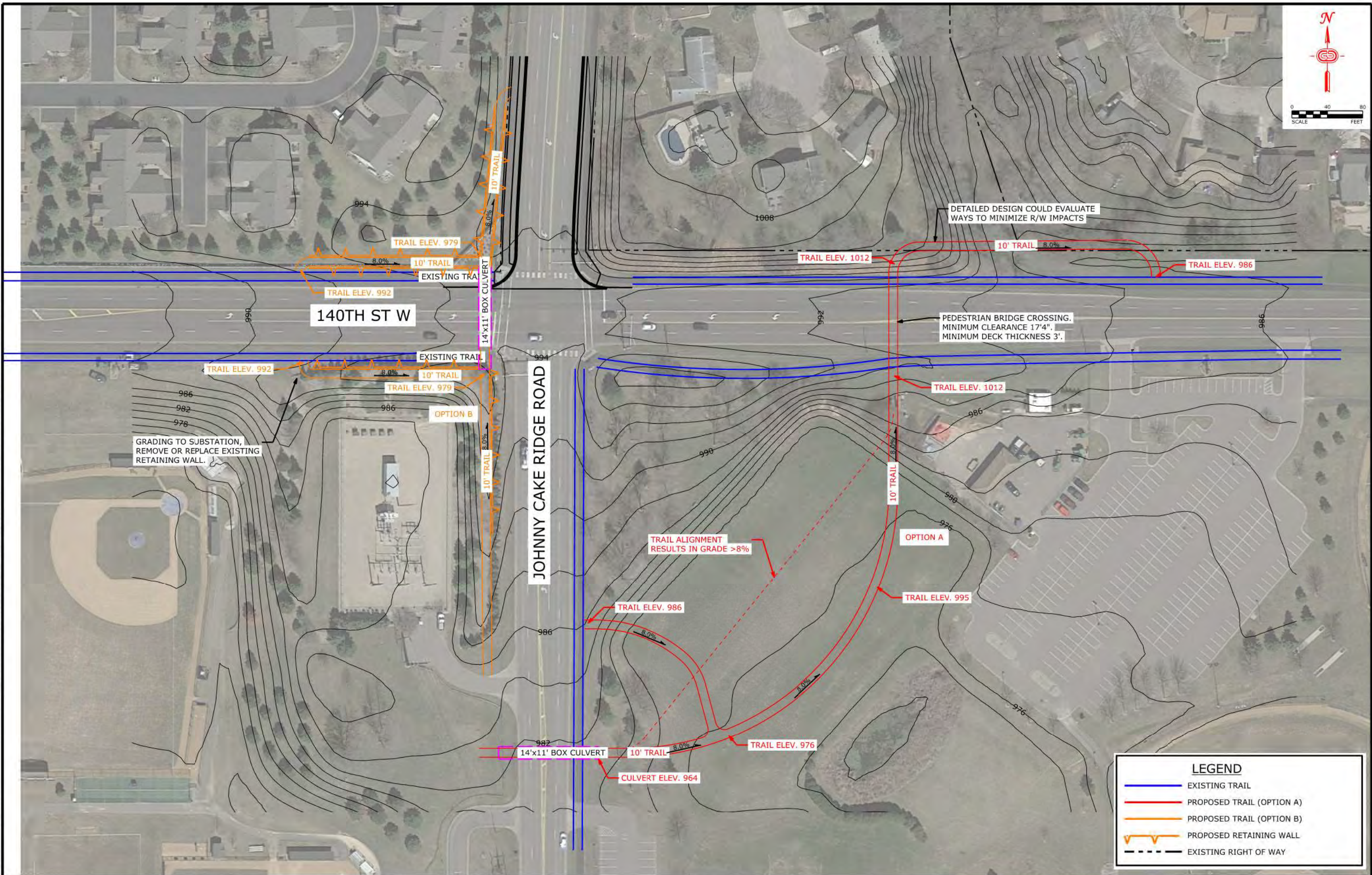


Tyler Newhall, PE
Stonebrooke Engineering

Appendix

- Johnny Cake Ridge Road Corridor and Feasibility Study Layout Examples
- Firm Information
- Why Stonebrooke?

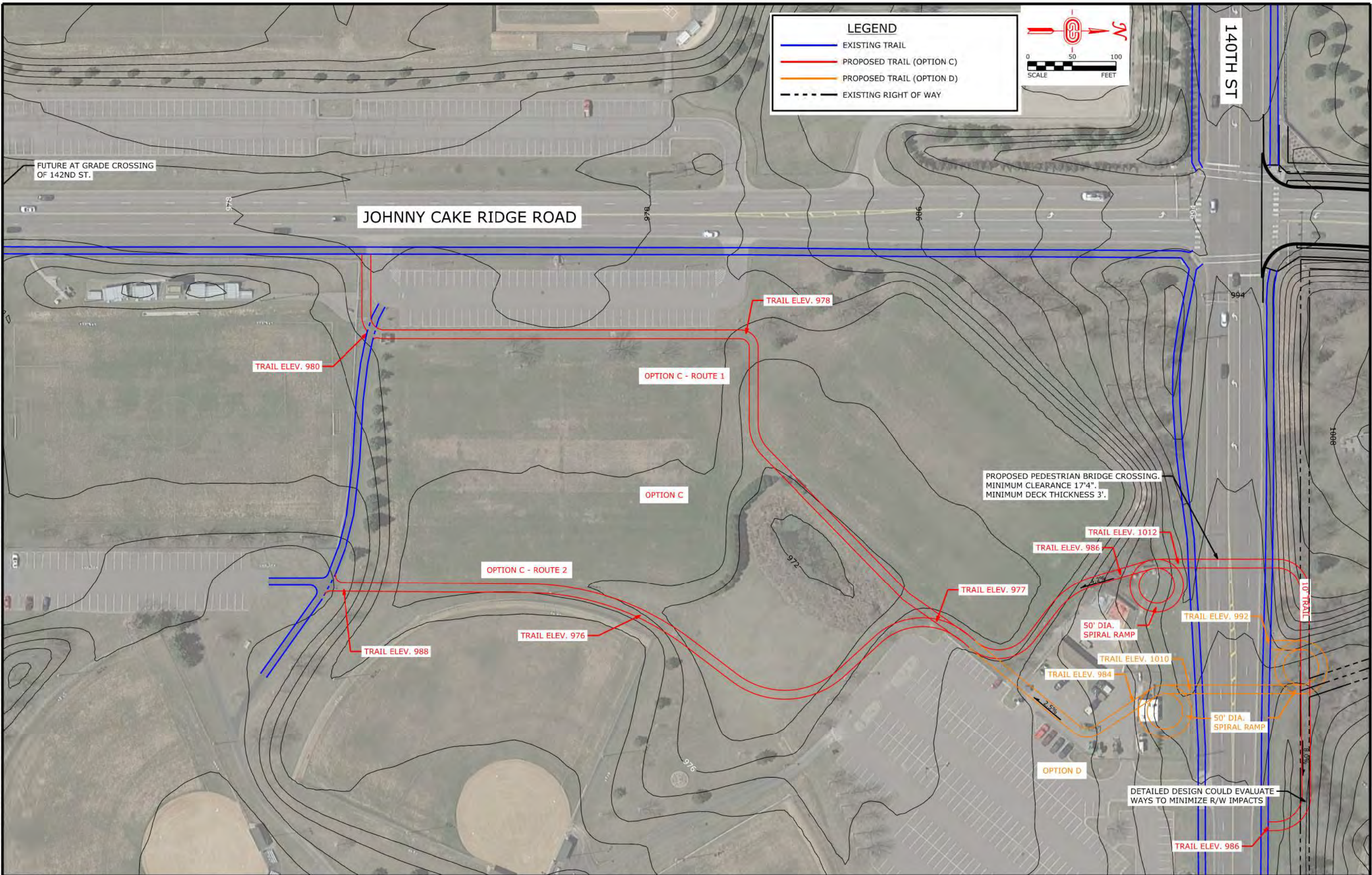
PEN TABLE: T-00574.planset.tbl
FILE: S:\PROJECTS\TRANS\0513_AppleValley\T-00574\Public_Display\Feasibility\T-00574_Bridge_Option_A_B0.dgn
USER: kmidhun
MODEL: 1 - Options A and B
PLOT DRIVER: pdf_color_11x17.plt
PLOT DATE: 9/21/2017 12:46:14 PM



OPTIONS A & B - 140TH STREET GRADE SEPARATED CROSSING
JOHNNY CAKE RIDGE ROAD
APPLE VALLEY, MN
DATE: 9/21/2017

FIGURE 4

USER: kmidthun
MODEL: 2 - Options C and D
PEN TABLE: T-00574.planset.tbl
FILE: S:\PROJECTS\TRANS\0513 AppleValley\T-00574\Public_Display\Facility\T-00574_Bridge_Option_A_B0.dgn
PLOT DRIVER: pdf_color_11x17.plt
PLOT DATE: 9/21/2017 12:30:22 PM



OPTIONS C & D - 140TH STREET GRADE SEPARATED CROSSING
JOHNNY CAKE RIDGE ROAD
APPLE VALLEY, MN
DATE: 9/21/2017

FIGURE 5

Firm Information

Responsible by Design

From value engineering and being good stewards of our clients' budgets and public funds, to environmentally conscious and context sensitive designs, we seek to engineer solutions that are smart, effective and responsible. It's an approach that our clients tell us they value and one of the most important reasons for our firm's continued growth. We pride ourselves on our ability to provide agencies with responsible and cost effective solutions for their infrastructure challenges.

We approach every project as though it is an interview for the next project. This means that we work to develop creative solutions to challenges, including workload management with tight timelines. We pay attention to the smallest details, emphasizing quality over quantity, and we respond quickly to ensure the ultimate success of our clients and their important projects.

Services

Transportation Design
Highway Project Development
Preliminary & Final Design
Municipal State Aid
County State Aid
Federal Aid
Pedestrian/Bicycle Trails
Roundabout Design
ADA Design & Transition Plans
Lighting Studies and Design
Signing & Striping

Planning/Traffic Engineering
Traffic Control
Traffic Signal Design
Traffic Models and Studies
Transportation Planning
Environmental Documentation

Bridge / Structural
Bridge Design
Bridge repair/rehabilitation
Bridge Safety Inspections
Retaining Walls
Structural analysis/load ratings

Water Resources
Hydraulic Design
Storm Water Ponding
Culvert Sizing
Permitting

Site Planning
Feasibility Studies
Development Services
Redevelopment Planning
Permitting

Construction Services
Construction Observation
Contract Administration
Construction Staking
Construction Inspection

Land Surveying
GPS Surveying
R/W Surveys
Platting
Topographic Mapping
Certificates of Survey

Design & Marketing
Website Design
Public Outreach Materials
3-D Modeling / Animation
Video Production

Awards

Stonebrooke was recently recognized for the following awards:

- + 2017, 2019, 2020 Zweig Group Best Firms to Work For Award
- + 2016, 2019, 2020 Zweig Group Hot Firm Award
- + 2017, 2019, 2020 Inc 5000 Fastest Growing Private Companies Award
- + 2019 Dakota-Scott Counties Employers of Excellence Award



Why Stonebrooke?

Responsible Solutions

Responsible by design isn't just a tagline. We never relent in our mission of developing and advocating for the right project solution—the responsible project solution—for our clients and the public.

Fiscal Responsibility

Among our most important project goals is to be a good steward of our clients' budgets and of public funds. It's the reason we put a premium on innovative, cost-effective solutions — and why we work so hard.



No Shortcuts

In everything we do — in ways both big and small — we are committed to producing nothing less than the highest quality work. There are no shortcuts to responsible solutions, there is no substitute for hard work and “good enough” never is.

“ No matter when I email or call Stonebrooke, I always get a response. They seem to have their clients' best interests in mind. Engineering is engineering but it's how you work with your customer that makes a difference. ”

— Joe Triplett, P.E.

Pride in our Work

Our team has a keen understanding of the importance of roadway projects to a community. Done well, they reflect positively on the local area, it's businesses and residents. We take pride in our work and how it reflects on the communities in which we work.

Cross Training

Our team members' cross-functional abilities often enable one person to do the work of two. That agility and flexibility saves our clients valuable time and money. Our strong construction background means our plans are developed with the needs of construction teams in mind. The result is plans that are feasible, cost-effective and easy to implement.

Customer Service

Our clients tell us our work is top-notch but the reason they keep coming back to us because of our customer service. It's a gratifying confirmation that the foundation of our firm from day one—doing whatever it takes for our clients—is still strong more than a decade after its founding.





Attn: Jessie Dehn, P.E.

December 22, 2022

City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401
(218) 513-0172
JDehn@ci.brainerd.mn.us

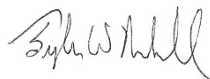
Mr. Dehn,

On behalf of Stonebrooke Engineering, we would like to thank you for your consideration for the TH 210/Lum Park Feasibility Study Proposal in the City of Brainerd. Attached is our estimated fee for this project, including a breakdown of the hours by task for each employee, hourly rates for each specific employee proposed, anticipated direct expenses and rates for miscellaneous charges, assumptions made, cost information related to additional services or tasks, and separate alternative costs that include providing assistance to the City to prepare and submit grant applications for design and construction funding identified in the Feasibility Study.

We are happy to discuss modifications to this once you have reviewed it.

Please let me know if you need any additional information or have any questions.

Sincerely,



Tyler Newhall, PE
Project Manager
(952) 540-4844



COST PROPOSAL
TH 210/Lum Park Pedestrian Bridge Feasibility Study
City of Brainerd

CLIENT: City of Brainerd PROJECT: TH 210/Lum Park Pedestrian Bridge Feasibility Study CONSULTANT: Stonebrooke Engineering, Inc.										
		Project Manager	Design Manager	Roadway Engineer	RLS	Sr. CADD Technician	Survey Technician	Bridge Engineer	Total Hours	Total Cost
Task No.	Work Task Description									
TASK 1.0	PROJECT MANAGEMENT AND AGENCY COORDINATION	48	0	0	0	4	0	0	52	\$10,628.00
TASK 2.0	OVERPASS ANALYSIS	1	10	38	0	0	0	0	49	\$5,730.00
TASK 3.0	ESTABLISH PRELIMINARY PROPERTY LINES AND TOPO USING AVAILABLE INFO	0	0	0	3	0	10	0	13	\$1,350.00
TASK 4.0	COLLECTION AND INVESTIGATION OF EXISTING SOILS	0	1	2	0	0	0	0	3	\$354.00
TASK 5.0	DEVELOP TWO PLANNING LEVEL LAYOUTS	1	4	15	0	12	0	0	32	\$4,040.00
TASK 6.0	DEVELOP PLANNING LEVEL COST ESTIMATES	1	6	15	0	0	0	0	22	\$2,664.00
TASK 7.0	PRELIMINARY ENVIRONMENTAL EVALUATION FOR THE DIFFERENT ALTERNATIVES	1	3	7	0	0	0	0	11	\$1,382.00
TASK 8.0	EVALUATION OF THE VARIOUS LAYOUT OPTIONS AND BRIDGE TYPES	8	12	0	0	0	0	12	32	\$6,264.00
TASK 9.0	IDENTIFICATION OF ALTERNATIVE FUNDING OPPORTUNTIES, REQUIREMENTS, TIMELINES	4	4	0	0	0	0	0	8	\$1,376.00
	TOTAL HOURS	64	40	77	3	16	10	12	222	
	AVERAGE HOURLY RATE	\$210.00	\$134.00	\$110.00	\$150.00	\$137.00	\$90.00	\$248.00		
	TOTAL LABOR COST	\$13,440.00	\$5,360.00	\$8,470.00	\$450.00	\$2,192.00	\$900.00	\$2,976.00		\$33,788.00
EXPENSES (printing, plan set, mileage, etc.)									\$500.00	
TOTAL PROJECT FEE									\$34,288.00	
OPTIONAL TASK (Prepare and Submit Grant Applications - this fee is on a per-grant basis, and is intended to be approximate. Fee would vary based on the type of grant being applied for)									\$4,000.00	

Key assumptions:

- Our fee does not include field investigation for property boundaries
- Our fee does not include topo survey
- Our fee does not include field geotechnical investigation
- Our fee does not include vertical design of trails
- Our fee does not include wetland delineations



Stonebrooke

DETAILED COST ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
TH 210/Lum Park Pedestrian Bridge Feasibility Study
City of Brainerd

CLIENT: City of Brainerd PROJECT: TH 210/Lum Park Pedestrian Bridge Feasibility Study CONSULTANT: Stonebrooke Engineering, Inc.									
Task No.	Work Task Description	Project Manager	Design Manager	Roadway Engineer	RLS	Sr. CADD Technician	Survey Technician	Bridge Engineer	Totals
TASK 1.0	PROJECT MANAGEMENT AND AGENCY COORDINATION								
1.01	General Coordination with City of Brainerd	6							6
1.02	1 in-person PMT meeting	10							10
1.03	2 virtual PMT meetings	4							4
1.04	1 in-person Park Board meeting	10				2			12
1.05	1 in-person City Council meeting	10				2			12
1.06	1 formal virtual meeting with MnDOT	2							2
1.07	1 formal virtual meeting with MnDNR	2							2
1.08	1 formal virtual meeting with stakeholder agency TBD	2							2
1.09	Misc. minor agency coordination outside of above meetings	2							2
	SUBTOTAL HOURS - TASK 1.0	48	0	0	0	4	0	0	52
TASK 2.0	OVERPASS ANALYSIS								
2.01	Consider various bridge options (bridge team time included in task 8)		3	1					4
2.02	Evaluate trail tie downs			12					12
2.03	Determine approximate construction limits, and consequent ROW, Highway, Park, and environmental impacts			5					5
2.04	Evaluate trunk highway corridor for trail addition		2	6					8
2.05	Matrix of advantages and disadvantages		3	10					13
2.06	Review matrix with City Staff	1	1						2
2.07	Update based on feedback provided		1	4					5
	SUBTOTAL HOURS - TASK 2.0	1	10	38	0	0	0	0	49
TASK 3.0	ESTABLISH PRELIMINARY PROPERTY LINES AND TOPO USING AVAILABLE INFO								
3.01	Investigate documented existing ROW and parcel lines, download and process for use				2		5		7
3.02	Investigate documented LIDAR, download and process for use				1		5		6
	SUBTOTAL HOURS - TASK 3.0	0	0	0	3	0	10	0	13
TASK 4.0	COLLECTION AND INVESTIGATION OF EXISTING SOILS								
4.01	Develop approximate idea of possible wetlands based on NWI database			1					1
4.02	Review existing soil mapping and possible borings from other project areas		1	1					2
	SUBTOTAL HOURS - TASK 4.0	0	1	2	0	0	0	0	3
TASK 5.0	DEVELOP TWO PLANNING LEVEL LAYOUTS								
5.01	Development of two planning level layouts for use in PMT and Agency Coordination	1	4	15		12			32
	SUBTOTAL HOURS - TASK 5.0	1	4	15	0	12	0	0	32
TASK 6.0	DEVELOP PLANNING LEVEL COST ESTIMATES								
6.01	Development of planning level cost estimates	1	6	15					22
	SUBTOTAL HOURS - TASK 6.0	1	6	15	0	0	0	0	22



DETAILED COST ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
TH 210/Lum Park Pedestrian Bridge Feasibility Study
City of Brainerd

CLIENT: City of Brainerd									
PROJECT: TH 210/Lum Park Pedestrian Bridge Feasibility Study									
CONSULTANT: Stonebrooke Engineering, Inc.									
		Project Manager	Design Manager	Roadway Engineer	RLS	Sr. CADD Technician	Survey Technician	Bridge Engineer	Totals
TASK 7.0	PRELIMINARY ENVIRONMENTAL EVALUATION FOR THE DIFFERENT ALTERNATIVES								
7.01	Review and summarize potential environmental issues the City may encounter when the project moves forward into the design, and ultimately construction phase	1	3	7					11
	SUBTOTAL HOURS - TASK 7.0	1	3	7	0	0	0	0	11
TASK 8.0	EVALUATION OF THE VARIOUS LAYOUT OPTIONS AND BRIDGE TYPES								
8.01	Consider various bridge options							6	6
8.02	Construction Cost Estimates							6	6
8.02	Written Study (Final Deliverable)	8	12						20
	SUBTOTAL HOURS - TASK 8.0	8	12	0	0	0	0	12	32
TASK 9.0	IDENTIFICATION OF ALTERNATIVE FUNDING OPPORTUNITIES, REQUIREMENTS, TIMELINES								
9.01	Identification of alternative funding opportunities, requirements, and timelines	4	4						8
	SUBTOTAL HOURS - TASK 9.0	4	4	0	0	0	0	0	8

FEASIBILITY STUDY

TH 210/LUM PARK PEDESTRIAN BRIDGE

CITY OF BRAINERD, MN

DECEMBER 23, 2022



KENT ROHR PE, EXEC. VP

Principal in Charge | Structural Engineer
Kent.Rohr@widseth.com
320.335.5012

ALEX BITTER PE

Project Manager | Civil Engineer
Alex.Bitter@widseth.com
218.316.3627

WIDSETH



TABLE OF CONTENTS

01

WIDSETH INTRODUCTION

02

PROJECT UNDERSTANDING

06

ORGANIZATIONAL CHART

07

PROJECT TEAM

13

PROJECT APPROACH &
WORK PLAN

16

REVITALIZATION PROJECTS IN
BRainerd, MN MAP

17

RELEVANT PROJECTS

December 23, 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: Feasibility Study – TH 210/Lum Park Pedestrian Bridge

Dear Jessie Dehn and Members of the Selection Committee:

The City of Brainerd is taking an exciting step to enhance the local trail systems in and around the Lum Park area with the addition of a multi-use bridge over Trunk Highway 210. With our wide-ranging expertise, the Widseth team is ready to work as your partner in planning and developing a signature multi-use bridge that will be the gateway to Brainerd and its park system. With 45 years of experience providing engineering and design services on a range of bridge and trail projects, as well as our history of working with the City of Brainerd, Crow Wing County, and MnDOT, Widseth is well suited to complete this project. Our team offers:

Experience: Widseth has designed trails and pedestrian bridges for several counties and communities, the DNR, and private organizations throughout Minnesota, including Aitkin County, Alexandria, Baxter, Bemidji, Crookston, Crosslake, and the Cuyuna Lakes area. Our work with the City of Brainerd has included many projects involving bridge inspections, surveying, ADA assessments, and street and utility improvements.

Multiple Disciplines: Widseth has extensive experience in structural engineering, civil engineering, bridge design, land surveying, environmental services, water resources, and funding—all in-house. Our multi-discipline team represents the components needed to accompany Brainerd throughout this project.

Familiarity with Requirements: Our team of engineers and technicians has extensive knowledge with many types of bridge planning and design projects. We bring expertise in planning and design, along with extensive experience with scheduling and team communication.

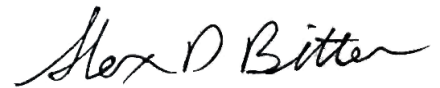
The City of Brainerd has developed miles of trails. As Brainerd residents and outdoors enthusiasts, we are personally committed to working as your partner, exchanging ideas, and relying on each others' expertise, as we bring value and experience to the city's team. We look forward to working alongside you on this project!

Sincerely,



KENT ROHR PE, EXEC. VP

Principal in Charge | Structural Engineer
Kent.Rohr@widseth.com
320.335.5012



ALEX BITTER PE

Project Manager | Civil Engineer
Alex.Bitter@widseth.com
218.316.3627

WIDSETH INTRODUCTION

“

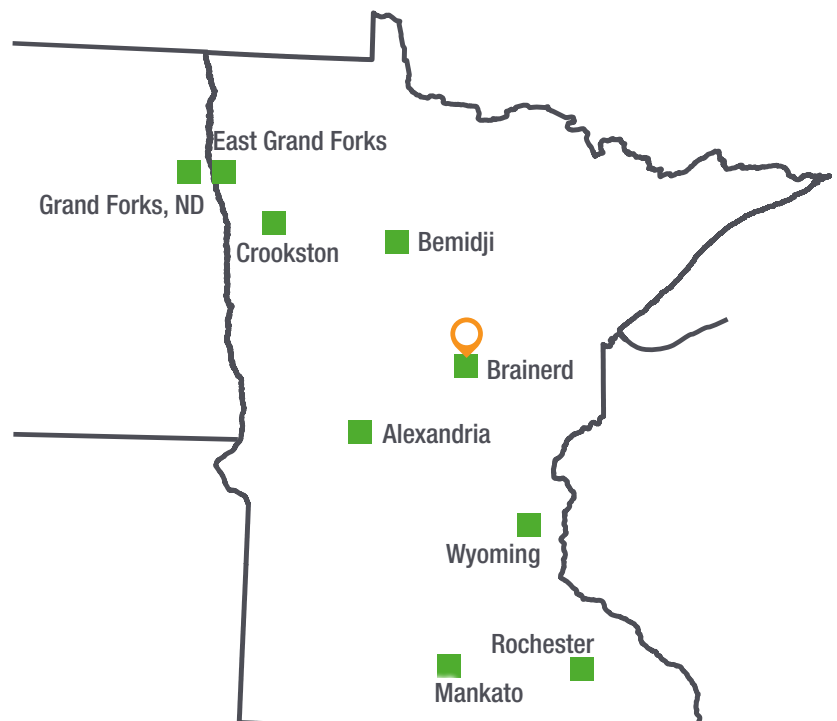
*WIDSETH IS COMMITTED
TO PRESERVING AND
ENHANCING THE
COMMUNITIES WE SERVE
THROUGH CAREFUL
STEWARDSHIP OF
THEIR RESOURCES.*

PERSONNEL BY DISCIPLINE

- Administrative
- Aerial
- Architectural
- Building Official
- Civil Engineering
- Graphic Design
- Interior Design
- Electrical Engineering
- Electrical Distribution
- Environmental
- Funding
- GIS
- Land Surveying
- Landscape Architecture
- Mechanical Engineering
- Planning
- Structural/Bridge Engineering
- Water Resources



Widseth is an engineering, architecture, land surveying, planning, and environmental services firm that was incorporated in 1975. We have nine offices in Minnesota and North Dakota and 200 employees. We create plans, design buildings, roads, bridges, water and wastewater systems. Our architectural portfolio includes recreation, schools, clinics, senior living, retail, offices, factories, historic buildings and more. Our engineering practice includes planning, civil, structural, mechanical and electrical engineers who work on a wide range of projects for public and private clients—from large-scale public works improvements to facility and site design for individual companies. Our land survey crews and environmental specialists work throughout the Midwest. Together, our multidiscipline team provides clients a complete package of services to lead their project from concept to completion.



PROJECT UNDERSTANDING



The City of Brainerd and its Parks and Recreation Board are seeking an experienced consultant familiar with the City, park board, and MnDOT proposed highway, street, and long-range park and trail improvements. Coordination of City, park, and state facility improvements will be necessary to effectively design, fund, and construct the improvements that will link Brainerd residential areas with Lum Park and nearby commercial destinations.

The corridors linking east Brainerd area neighborhoods with multi-use trail include 28th Street, Trunk Highway (TH) 25, 10th Avenue, TH 210, and Lum Park Road. An integral part of this infrastructure is a pedestrian bridge spanning TH 210 in the vicinity of Lum Park and Lum Park Road. The focus of this study is the feasibility of a pedestrian bridge at the TH210/Lum Park Road intersection. Additionally, the study will summarize the proposed route, issues, and opportunities of City trail routing from TH25 to Lum Park.

The Master Plan, prepared by Widseth, for the City's park facilities includes trail connection with a proposed Lum Park trailhead, an existing campground and beach, a proposed pavilion, and other park amenities. The trail would link with the planned Cuyuna Regional Trail System extending from the Cuyuna Lakes Trail to the East Brainerd Trail.

A bridge spanning TH 210 at this location will be a gateway structure affording the opportunity to have a signature entrance to the City. We will use this opportunity to prepare visual renderings to convey the design concept, setting, and context. The City can then use these renderings to facilitate funding efforts and public information/ community input. The City is familiar with the level of quality that Widseth provides in this regard as may be referenced by our work on the River to Rails campaign.



Environmental impacts will be a chief concern with the touchdown points on each side of the bridge span. These will be summarized in the study based on two different bridge styles and approach concepts. Natural Heritage Information System review of the concept areas will be a part of the project scope and will be facilitated by the consultant. Input on threatened and endangered species, dust, noise, and air pollution will be vetted during this process.

MnDOT's proposed highway improvements of TH 210 and TH 25 include trail amenities and the need for enhanced pedestrian crossings. The proposed pedestrian bridge will require agency review with MnDOT planning and right-of-way staff. Property boundaries and existing and proposed improvements along these corridors will be identified in the study.

Cost comparisons of alternate layouts, advantages and disadvantages evaluation, and identification of applicable funding opportunities and timelines will be required as part of the study scope of services.

The development of a Project Management Team (PMT) will bring together key representatives of the consultant and City stakeholders to effectively manage the progress and direction of the study to a conclusion. Communication will be facilitated through the PMT with the refinement of the project that will be presented to the park board and City Council. The final study documents may then be used to proceed with a defined project concept to engage with financing and funding agencies.



The following includes a page from the Master Plan that Widseth completed for Lum Park.

■ DESIGN STANDARDS GUIDELINES

■ CONCEPTUAL DESIGNS



LUM PARK MASTER PLAN

LUM PARK IS ONE OF BRAINERD'S MOST HISTORIC PARKS, LOCATED ON THE SHORES OF RICE LAKE. THE PARK PROVIDES ACCESS TO RICE LAKE, CAMPGROUND, DISC GOLF COURSE, PLAYGROUND EQUIPMENT, LARGE OPEN GREEN SPACE AND MATURE TREES. IN AN EFFORT TO MAINTAIN AND PRESERVE LUM PARK FOR FUTURE GENERATIONS, THE BRAINERD PARKS & RECREATION BOARD HAS DEVELOPED A MASTER PLAN FOR LUM PARK THAT PROVIDES A VISUAL FOR HOW THIS WILL BE ACHIEVED. THERE ARE SIX FEATURES TO THIS MASTER PLAN, WHICH INCLUDE THE FOLLOWING:

HISTORY

- THE HISTORIC ENTRANCE WILL ONCE AGAIN BECOME A PROMINENT ENTRY INTO THE PARK FOR PEDESTRIANS. THE HISTORIC STRUCTURE LOCATED IN THE NORTHEAST CORNER OF THE PARK WILL BE HIGHLIGHTED WITH INTERPRETIVE SIGNAGE THAT IS LOCATED WITHIN A SHELTERED GATHERING SPACE.

PEDESTRIAN CONNECTIVITY

- LUM PARK WILL BECOME MORE ACCESSIBLE DUE TO ACCESS PROVIDED BY THE PROPOSED EXPANSION OF THE CUYUNA BIKE TRAIL SYSTEM. THE SOUTHWEST PORTION OF THE PARK WILL NOW SERVE AS A TRAILHEAD TO ACCOMMODATE THE INCREASED CONNECTIVITY WITH PEDESTRIAN USE.

CAMPGROUND

- THE EXISTING CAMPGROUND AT LUM PARK WILL BE EXPANDED TO ACCOMMODATE ADDITIONAL CAMPERS AND POTENTIAL TENT SITES ALONG THE SOUTHERN PORTION OF THE PARK THAT WILL BE ADJACENT TO THE NEW CUYUNA BIKE TRAIL. EXPANSION OF THE EXISTING CAMPGROUND IS IN RESPONSE TO THE POPULARITY AND REVENUE THAT IS GENERATED.

PARK AMENITIES

- HORSHOE PITS, BAG TOSS, NEW PLAYGROUND EQUIPMENT, EXPANSION OF THE EXISTING DISC GOLF COURSE AND PAVILIONS INCLUDE THE NEW AND IMPROVED PARK AMENITIES. ONE EXAMPLE OF THIS IS THE REPLACEMENT OF THE BATH HOUSE WITH A LAKE SIDE PAVILION.

RICE LAKE

- A LARGE PORTION OF THE EXISTING PARKING ADJACENT TO THE LAKE WILL BE REPURPOSED INTO AN EXPANSION OF THE BEACH AREA. ACCESSIBLE PARKING WILL BE SALVAGED TO PROVIDE ACCESS FOR ALL USERS, HOWEVER PRIORITY FOR THIS AREA WILL BE PLACED ON ENGAGING WITH THE LAKE. STRATEGIC CLEARING OF VEGETATION ALONG THE LAKESHORE WILL PROVIDE UNOBSTRUCTED VIEWS OUT TOWARDS RICE LAKE.

SIGNAGE

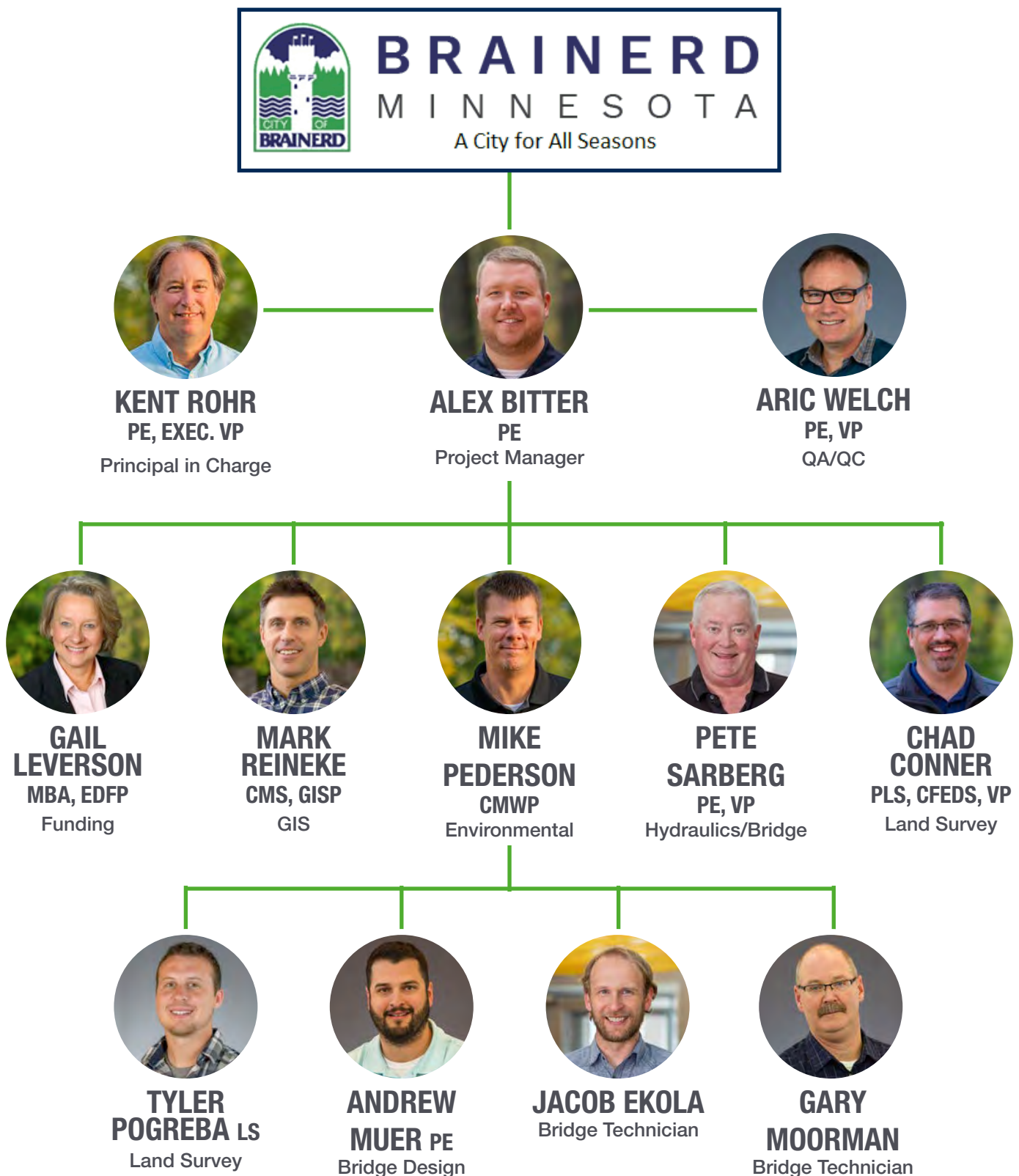
- ADDITIONAL SIGNAGE WILL BE CONSTRUCTED AT THE INTERSECTION OF WONDERLAND PARK ROAD AND HIGHWAY 210 IN AN ATTEMPT TO INCREASE AWARENESS OF LUM PARK.

LUM PARK ROAD

- PENDING A SUCCESSFUL AWARD OF THE STATE PARK ROAD GRANT, LUM PARK ROAD WILL BE IMPROVED AND ENHANCED FROM THE ENTRANCE INTO THE PARK TO THE BOAT LANDING. ENHANCEMENTS WILL INCLUDE A PEDESTRIAN PATH ADJACENT TO THE ROAD FOR PEDESTRIAN SAFETY.



ORGANIZATIONAL CHART



PROJECT TEAM



License/Certification

Professional Engineer: MN (21179),
ND (PE-6661), SD (6166)

Education

Bachelor of Science, Civil Engineering
(Structural) | University of Minnesota

Availability

70%

KENT ROHR PE, EXEC. VP

Principal in Charge | Structural Engineer

Kent serves as Widseth's Director of Structures and Bridges. He has been involved in the design of nearly 300 bridges with Widseth and has participated in inspection of numerous existing trail and vehicular bridges and bridge sites, as well as the development of capacity ratings and load posting recommendations. Evaluation of existing bridge for rehabilitation, widening, or replacement is also a service provided by Kent and Widseth. Kent has experience with a variety of bridge analysis and design programs including RC-PIER, CONSYS, FastFrame, ENERCALC, MDX, MERLIN_DASH, and SLABBRDG.

Related Experience

- Paul Bunyan Trail Bridge—Baxter, MN
- Paul Bunyan Trail Bridge—Bemidji, MN
- Morrison County, Rehab Five Railroad Bridges to Trail Bridges—Morrison County, MN
- Sand Creek Bridge Study and Design—Crow Wing County, MN
- Norman County Trail Bridge Rehabilitations—Ada, MN
- Aitkin County Bridge 01506 Rehabilitation—Aitkin, MN
- Aitkin County Bridge 01535 Over Willow River—Aitkin, MN



License/Certification

Professional Engineer: MN (57744)

OSHA 10

ACI Field 1

Education

Bachelor of Science, Civil Engineering |
North Dakota State University

Availability

75%

ALEX BITTER PE

Project Manager | Civil Engineer

Alex joined Widseth in 2017. He 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

- 2022 Baxter Street Improvements—Baxter, MN
- 2021 Baxter Street Projects—Baxter, MN
- Sunrise Point Road—Platte Lake Township
- Hooper Creek Loop Development—Baudette, MN
- Pine Wood Crossing Development—Nisswa, MN
- City of Dawson Water System ADA Modeling—Dawson, MN

**License/Certification**

Professional Engineer: MN (41983)

Erosion/Stormwater Management -
Design Construction SWPPP**Education**Bachelor of Science, Civil Engineering /
North Dakota State University**Availability**

70%

ARIC WELCH PE, VP**QA/ QC | Civil Engineer**

Aric Welch joined Widseth in 1998 and has over 25 years' experience in municipal civil engineering. His responsibilities include the supervision of technical staff in the design and development of municipal utility and roadway improvement projects. He has experience with the preparation of conceptual layouts, feasibility studies, infrastructure inventory and maintenance plans, assessment projects and the preparation of contract documents and technical specifications. Welch also has experience with site plan development, Stormwater Pollution Prevention Plans, design of storm sewer systems and stormwater treatment facilities; and State Aid project development and needs reporting.

Relevant Experience

- Paul Bunyan Trail Bridge over Excelsior Road—Baxter, MN
- Trail Grant Applications Preparation, 2007–2010—Baxter, MN
- 2006 Fairview Road Trail Improvements—Baxter, MN
- Mountain Bike Trail Layout for Private Party—Baxter, MN
- City of Baxter, MN
 - » TH 210 Trail Crossing at Knollwood Drive
 - » Joler Road Trail
 - » Glory Road Trail
 - » Berrywood Drive and Berrywood Park Trails
 - » Cedar Scenic Trail

**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**Hydraulics/Bridge | Water Resources Engineer | Civil 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 completed bridge scour analysis studies under Widseth's three-year contract with MnDOT. He has served as hydraulic designer for more than 600 bridge replacement projects. 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.

Related Experience

- Sand Creek Bridge Study and Design—Crow Wing County, MN
- CSAH 20 Drainage Design, Bridge and Culvert—Lac Qui Parle County, MN
- Turtle River State Park Bridge—Arvilla, ND
- Turtle River State Park Flood Damage Assessment—Arvilla, ND
- Hydrologic / Hydraulic Structure Replacement Designs for 25 Legal Ditch and Public Waters Crossings—Locations throughout Todd County, MN



License/Certification

Certified Minnesota Wetland Professional (CMWP) #1265

40-Hour OSHA HAZWOPER Training

Education

Bachelor of Science, Natural Resource Management | North Dakota State University

Availability

85%

MIKE PEDERSON CMWP

Director of Environmental Services

Mike has more than 15 years of environmental experience including wetland delineations, environmental surveys, and environmental compliance monitoring. Pederson has been a lead wetland delineator on hundreds of projects in 10 states throughout the United States. His primary roles include authoring technical reports, reviewing technical reports, and obtaining environmental permits. He also has extensive experience in conducting wetland bank monitoring, soil and water sampling, soil remediation, threatened and endangered species surveys, migratory bird nesting surveys, Spill Prevention Control and Countermeasures (SPCC) plans reports, eagle surveys, aerial raptor surveys, habitat surveys, and tree inventories. Pederson has completed projects for a wide range of clients in industries such as wind, solar, oil and gas, roadways, municipalities, private, and commercial developments.

Related Experience

- Environmental Narrative—Isle, MN
- Environmental Assessment Worksheet (EAW)—Byron, MN
- Environmental Narrative (EN)—Cass Lake, MN
- Environmental Narrative (EN)—St. Joseph, MN
- Environmental Report (ER)—Randall, MN
- Environmental Assessment (EA)—Dodge Center, MN



License/Certifications

Certified Mapping Scientist–GIS/LIS (GS291)

Certified GIS Professional (52240)

Education

Bachelor of Science, Geography | University of Minnesota

Availability

85%

MARK REINEKE CMS, GISP

Geographer | GIS Analyst

Mark has more than 25 years’ experience in spatial analysis, mapping, and Geographic Information Systems (GIS). He coordinates GIS projects among the firm’s offices and manages Widseth’s extensive spatial database. Mark assists and advises project teams by providing analysis, mapping, and technical support necessary for overall project success. His varied cartographic works include museum displays, published works in books, numerous thematic maps and graphics for Environmental Assessment Worksheets (EAW), Environmental Impact Statements (EIS), engineering reports, and comprehensive plans. Mark works extensively with Lidar, deriving project specific datasets and the development of hydrologic applications and is an active member on the MN Geospatial Advisory Council’s 3D Geomatics Steering Committee (3DGeo).

Related Experience

- East Watershed Trail Planning—Alexandria, MN
Widseth completed trail planning to connect the Central Lakes Trail to the new school and mall
- Fritz Loven Park Trail Map Brochure—Lake Shore, MN



CHAD CONNER PLS, CFEDS, VP

Land Surveyor

Chad joined Widseth in 1996 and is currently the Director of Survey Operations in the Brainerd/ Baxter office. Chad coordinates work assignments with the schedule of the client to ensure timely completion of projects. He has worked on many municipal improvement projects involving street and utility construction, right-of-way, acquisition, construction, staking, and record drawing. His training as a Certified Federal Surveyor has given him the expertise to properly evaluate evidence and provide important solutions for projects in many of Widseth's offices. His responsibilities include land survey project development and management, scheduling, and coordination.

License/Certification

Professional Land Surveyor: MN (41643),
WI (3180): IL (3887)

Certified Federal Surveyor (CFedS) (1292)

Education

Bachelor of Science, Land Surveying and
Mapping | St. Cloud State University

Diploma, Civil Engineering Technology |
St. Cloud Technical College

Availability

70%

Relevant Experience

- Rotary Park Trail Easement—
Brainerd, MN
- Milford Mine Memorial Park Trail—
Crow Wing County, MN
- Staples Veterans Park—Staples, MN
- Father Hennepin State Park Road—
Mill Lacs County, MN
- Sand Creek Bridge Study and
Design—Crow Wing County, MN
- West Shore Drive Trail—
Crosslake, MN
- Paul Bunyan Trail Bridge over
Excelsior Road—Baxter, MN
- Manhattan Point Blvd. Trail
Improvements—Crosslake, MN



TYLER POGREBA LS

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.

License/Certifications

Land Surveyor: MN (60122)

Education

Bachelor of Science, Land Surveying |
St. Cloud State University

Civil Engineering/Land Surveying
Degree | St. Cloud Technical and
Community College

Availability

85%

Related Experience

- 2017 Street Improvements—
Cross Lake, MN
- 2019 Mapleton Road
Improvements—Baxter, MN
- 2019 Smiley Road Improvements—
Nisswa, MN
- 215th Street Design Construction—
Garrison Township, MN
- Hwy 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
- 2017 Road Improvements—
Breezy Point, MN



JACOB EKOLA

Bridge Technician | Engineering Technician

Jacob joined Widseth in 2008 and is responsible for preparing bridge plans including plotting preliminary and river survey information, generating road profile based on hydraulic design, and coordination of bridge and approach plans. He is proficient in Civil 3D and Bentley microstation.

License/Certifications

MN Erosion/Stormwater Management:

- Design Construction SWPPP
- Construction Site

Education

Associate of Applied Science, Civil Engineering and Surveying Technology | North Dakota State College of Science

Availability

75%

Related Experience

- Sand Creek Bridge Study and Design—Crow Wing County, MN
- CP Rail Bridge 57525 over Greenwood Street—Thief River Falls, MN
- Clay County Township Rd 229 Bridge 14554 over South Branch Buffalo River—Clay County Township, MN
- Lac Qui Parle CSAH 20 Bridge 37536 over Lac Qui Parle River—Lac Qui Parle County, MN
- Roseau County Township Rd 46 Bridge 68541 over Roseau River—Roseau County Township, MN
- Clay County Bridge 14510 Rehab—Moorhead, MN
- Clay County Bridge 14551 over Buffalo River (Replaced Bridge 1815)—Moorhead, MN



GAIL LEVERSON MBA, EDFP

Senior Funding Specialist | Grant Writer

Gail joined Widseth in 2019 and serves as a Senior Funding Specialist working with a broad array of projects. Her specialties include city infrastructure projects including water, wastewater, roads and economic development funding. Additional areas of focus include parks, trails, and fire department funding to help communities prosper and grow. After 23 years of experience with state and federal funders, Gail has extensive knowledge of grant programs and funding agencies including MN Public Facilities Authority (PFA), MN Department of Employment and Economic Development (DEED), U.S. Economic Development Administration (EDA), MN Department of Natural Resources (DNR), Federal Emergency Management Agency (FEMA), MN Department of Transportation (MnDOT), USDA—Rural Development (RD), Iron Range Resources and Rehabilitation Board (IRRRB), and more.

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

80%

Related Experience

- Nisswa Wastewater Treatment Facility Expansion—Nisswa, MN
PFA, \$5.2 million low interest loan
- Pequot Lakes “Heart of the Good Life” Infrastructure Expansion—Pequot Lakes, MN
DEED, \$164,700 grant
- International Falls 22nd Street Business Park Infrastructure Expansion—International Falls, MN
DEED, \$349,011 grant
- Ash and Rajala Roads Redevelopment and Expansion—Bigfork, MN
IRRRB, \$99,900 grant; MnDOT Local Road Improvement Program (LRIP) \$850,000

**License/Certifications**

Professional Engineer: MN (59945)

Education

Bachelor of Science, Civil/
Structural Engineering | University of
Minnesota, Duluth

Availability

85%

ANDREW MUER PE

Bridge Design | Structural Engineer-in-Training

Andrew joined Widseth as a structural engineer in training in 2015. As a structural engineer, Andrew's responsibilities include hydraulic and structural design of new bridges and maintenance of existing bridges throughout Minnesota. He also manages and provides deliverables for such projects.

Related Experience

- Sand Creek Bridge Study and Design—Crow Wing County, MN
- MnDOT Bridge Evaluation and Rating Projects—Multiple Locations Throughout Minnesota
- Highway 2 Bridge Rehabilitation and Maintenance—Duluth, MN
- Yellow Medicine County Bridge 4205 Replacement—Granite Falls, MN
- Yellow Medicine County Bridge 5351 Replacement—Yellow Medicine County, MN
- Clay County Bridge 90907 Replacement, over South Branch Buffalo River—Clay County, MN
- Clay County Bridge 92440 Replacement—Clay County, MN
- Kandiyohi County Bridge 94094 Replacement—Kandiyohi County, MN
- Norman County Bridge 2580 Replacement—Norman County, MN
- Lyon County Bridge 4502 Replacement—Lyon County, MN

**License/Certification**

MNDOT Certifications (#05628)

- Bituminous Street Level 1 & 2
- Concrete Field Level 1 & 2
- Concrete Plant Level 1 & 2
- Grading Base Level 1 & 2
- Aggregate Production

Education

Certificate, Civil Engineering Technology |
St. Cloud Technical College

ADA Training

Availability

70%

GARY MOORMAN

Bridge Technician | Engineering Technician

Gary has extensive experience in survey, construction staking, drafting, design, and inspection of municipal improvements, highways, and bridges. He is responsible for plan development including drafting and layout of cross sections, alignments, profiles, area and earthwork calculations, along with cost estimates. Gary joined Widseth in 1993 and serves as a senior-level technician responsible for design and fieldwork.

Related Experience

- Sand Creek Bridge Study and Design—Crow Wing County, MN
- SP 4905-32, TH 27 Improvements—Little Falls, MN
- TH 29 Mill and Overlay, 3rd Avenue to McKay Street—Alexandria, MN
- SP 5502-73, TH 14 Mill and Overlay—Rochester, MN
- SP 0406-53, TH 2 Bridge Removal and Replacement—Wilton, MN

PROJECT APPROACH & **WORK PLAN**



We will prepare two conceptual plans and two bridge/approach types. The plans will identify alternative routes for a multi-use trail from the TH 25 enhanced crossing to the northeast quadrant of the TH 210/Lum Park Road intersection. Each alternative will identify challenge areas where feasibility concerns may require additional property, permits, or modifications to existing improvements that affect timetable and/or cost.

The objective will be to investigate alternatives with stakeholder input from relevant agencies, property owners, and city representatives to converge on a best-recommended solution that can be pursued for funding, preliminary engineering, design, and construction.

We will utilize the Project Management Team (PMT) approach to ensure regular communication of the project status and budget and to guide the study efforts forward as we evaluate information and decision points that are reached.

Our Workplan provides a detailed scope of work that will provide the City with the necessary information to proceed with most funding applications and to set the course for preliminary design efforts. Some funding sources may require additional environmental review to satisfy NEPA requirements. Our scope of services is comprehensive, and the fee proposal reflects that level of effort. If this does not meet the City's budgeted funds for the study, we could reduce the extent of this scope of work.

Our ongoing work with the City on the Lum Park Master Plan and Lum Park Road Improvement project provides additional insight and value that will be incorporated into this study.

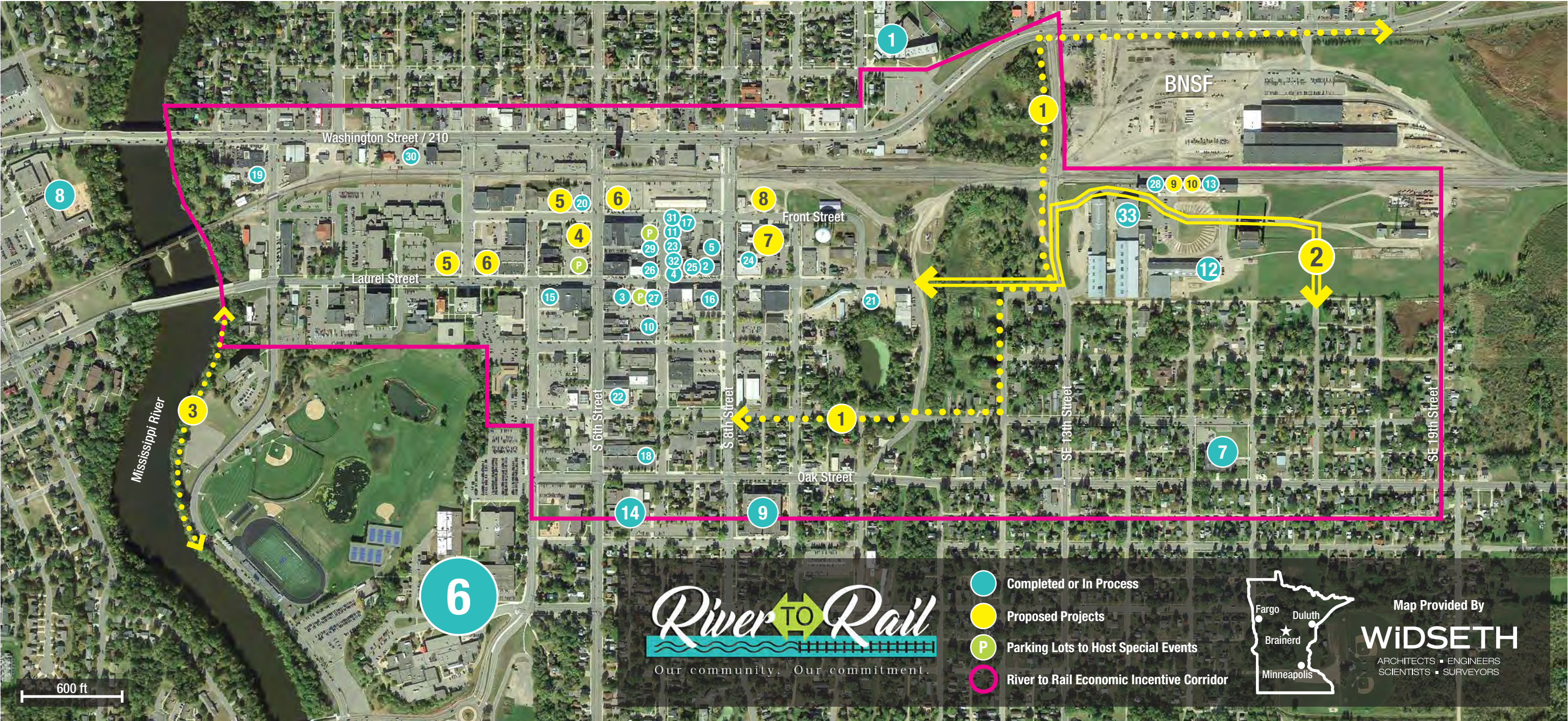
Work Plan Widseth, Smith, Nolting & Assoc., Inc. (WIDSETH)	TH210/LUM PARK PEDESTRIAN BRIDGE FEASIBILITY STUDY CITY OF BRAINERD
---	--

WBS	Element of Work	Responsibility		Schedule			Notes
		WIDSETH	Status	Estimated Start	Duration (cal. days)	Estimated or Actual Completion	
1.00	Task 1 - PRELIMINARY DATA COLLECTION			1/4	30	2/3	
1.10	Available Property Boundary, Topography, GIS, and LIDAR	Conner/Reineke	-	1/4	23	1/27	Review and use of available records online or on file
1.20	Soil and Geotechnical Data Collection and Review	Bitter/Goeden	-	1/4	23	1/27	Desktop soil survey review and available geotechnical reports
1.30	Preliminary Field Boundary, R/W and Limited Topo Survey	Conner/Pogreba	-	1/4	30	2/3	Boundary records review and limited field survey
1.40	Preliminary Wetland and Environmental Review	Goeden/Bitter	-	1/4	30	2/3	Desktop survey of wetland areas and environmental concerns
1.50	GSOC - Utility Mapping Request and Review	Conner/Bitter	-	1/4	23	1/27	Gopher State One Call for area utility mapping
2.00	Task 2 - PLANNING LEVEL LAYOUTS (TWO)			1/27	69	4/6	
2.10	Develop Planning Level Layouts	Rohr/Bitter	-	1/27	42	3/10	Two alternative layouts for consideration
2.20	Bridge Permit Review with MnDOT and MnDNR	Rohr/Sarberg	-	2/1	37	3/10	Preliminary review of proposed bridge crossing with agencies
2.30	Planning Level Project Cost Estimates for Alternatives	Rohr/Bitter	-	2/27	38	4/6	Preliminary cost review of alternatives for planning purposes
2.40	Evaluation of Alternatives and Bridge Structure Options	Rohr/Bitter	-	1/27	69	4/6	Alternative bridge structures review
2.50	Alternative Funding Review	Leverson	-	2/1	64	4/6	Alternative bridge funding review
3.00	Task 3 - ENVIRONMENTAL IMPACT SUMMARY			1/27	69	4/6	
3.10	Preliminary (Desktop) Environmental Review of Alternatives	Bitter/Goeden	-	1/27	35	3/3	Summary of potential environmental impacts
3.20	Request for Natural Heritage Information System (NHIS) Review	Bitter/Goeden	-	2/6	59	4/6	NHIS request for threatened/endangered species and historical review
4.00	Task 4 - MEETINGS/PRESENTATIONS			1/3	104	4/17	
4.10	PMT #1 - Kickoff Meeting	Rohr/Bitter	-	1/3	7	1/10	Introduce project, define staff roles, establish guidance and scope.
4.20	PMT #2 - Midway Review of Draft Data and Alternatives	Rohr/Bitter	-	3/8	7	3/15	Present draft existing conditions, issues, layouts and alternatives.
4.30	PMT #3 - Final Review of Documents	Rohr/Bitter	-	3/29	7	4/5	Final to present finalized documents, memos, and work products.
4.40	Concept Renderings	Rohr/Bitter	-	3/13	8	3/21	Renderings
4.50	Presentation to the Park Board	Rohr/Bitter	-	3/13	8	3/21	Presentation 3/21/23
4.60	Presentation to the City Council	Rohr/Bitter	-	4/10	7	4/17	Presentation - 4/17/23
5.70	Submittal of Final Feasibility Study Documents	Rohr/Bitter	-	4/18	11	4/29	Submittal of Final Feasibility Study documents

Global Notes:							
1.	Task 1 - PRELIMINARY DATA COLLECTION						
a.	Data collection will be completed using existing information on record, online or by limited field collection. Snow and ice conditions will limit field data collection Jan-Apr.						
b.	Field surveying for TH210 and 10th Avenue off-street trail, TH 25 intersection, and proposed trailhead facility will be completed as additional services if requested.						
c.	We anticipate City, County and MnDOT staff will provided digital and hardcopy files on record of R/W, record drawings, utility maps, etc.						
2.	Task 2 - PLANNING LEVEL LAYOUTS (TWO)						
a.	We will prepare two bridge alternatives with layouts. Issues and opportunities related to the bridge and off-street trail alternatives will be included.						
b.	No geotechnical investigations will be completed for the study. Geotechnical investigation should be completed after the City determines the final location of the bridge and the approach design. We can coordinate with a subconsultant to complete and evaluate a geotechnical investigation and report as additional services.						
3.	Task 3 - ENVIRONMENTAL IMPACT SUMMARY						
a.	The work of this section will consist of desktop data review of available online and file resources. This task does not consist of an EAW or EIS which are considerable in scope. The funding source selected will typically determine the environmental review required.						
b.	The Natural Heritage Information System (NHIS) review has ranged in cost from \$100-\$200. We will invoice the City at cost pending invoicing from the MnDNR.						
c.	No wetland delineation or report is included in this proposal. This work can be completed as additional services in the spring of 2023 if requested.						

WBS	Element of Work	Responsibility		Schedule			Notes
		WIDSETH	Status	Estimated Start	Duration (cal. days)	Estimated or Actual Completion	
4.	Task 4 - MEETINGS/PRESENTATIONS						
a.	Meetings are based on utilizing City of Brainerd meeting space and audio/visual equipment.						
b.	Presentations will be made at the Brainerd Park Board and City Council regular scheduled meetings.						
c.	Final Feasibility Study documents will include presentation materials, memos and PMT meeting minutes.						

Revitalization Projects in Brainerd, MN



Completed or In Process

- 1. Franklin Arts Center
- 2. Crossing Arts Alliance, Lakes Area Music Festival, Purple Fern
- 3. Sage Restaurant
- 4. Rumbly Hall & Apartments
- 5. Last Turn Saloon Event Space & Brewery (Vice)
- 6. Brainerd High School (Performing Arts Center, Gym, Pool, Commons, and Classrooms)
- 7. Harrison Elementary Addition

- 8. Riverside Elementary Addition
- 9. Washington Education Services Building Improvements
- 10. Senor Patron's Restaurant
- 11. Pueringer Investments
- 12. NP Event Space
- 13. Luminary Fern Event Space
- 14. YMCA
- 15. Brainerd Eyecare Center
- 16. Bob & Fran's

- 17. Iron Hills
- 18. Slice on Oak
- 19. A-Z Yarns
- 20. Strength Studio
- 21. Teeny Bubbles
- 22. Brainerd Area Youth for Christ
- 23. Minnesota Makerspace
- 24. Dragon Forge Games
- 25. Knotty Pine Bakery
- 26. Loide'

- 27. Crow Wing Food Coop
- 28. Loco Express
- 29. Open City Thrift
- 30. Brick House Pizza
- 31. Elysium Hair Studio
- 32. Belle Creation
- 33. Brainerd Exchange

Proposed Projects

- 1. Pedestrian Trail

- 2. New Roads Connecting NP to Downtown & SE
- 3. River Plaza and Boardwalk
- 4. Hotel
- 5. Parking Ramp (Two Locations)
- 6. Office Building (Two Locations)
- 7. Apartment Block
- 8. Parking
- 9. Candy Store/Ice Cream
- 10. 3 Cheers Steakhouse

RELEVANT PROJECTS



PAUL BUNYAN

Trail & Bridge

Baxter, Minnesota

Planning began in 2002 for a grade separated crossing of a busy roadway for the Paul Bunyan Trail. Widseth studied several options, generated cost estimates, and assisted with temporary crossing protection. Conceptual renderings and materials were used to secure funding, and a cooperative agreement was developed among the city, MnDOT, and MN DNR for construction. Widseth completed all preliminary and final design for the 350-foot-long, three-span, pre-stressed concrete bridge, assisted with obtaining MnDOT and MN DNR approvals, facilitated bidding, and provided full-time observation, contract management, and materials testing services during construction.





PAUL BUNYAN

Trail & Bridge

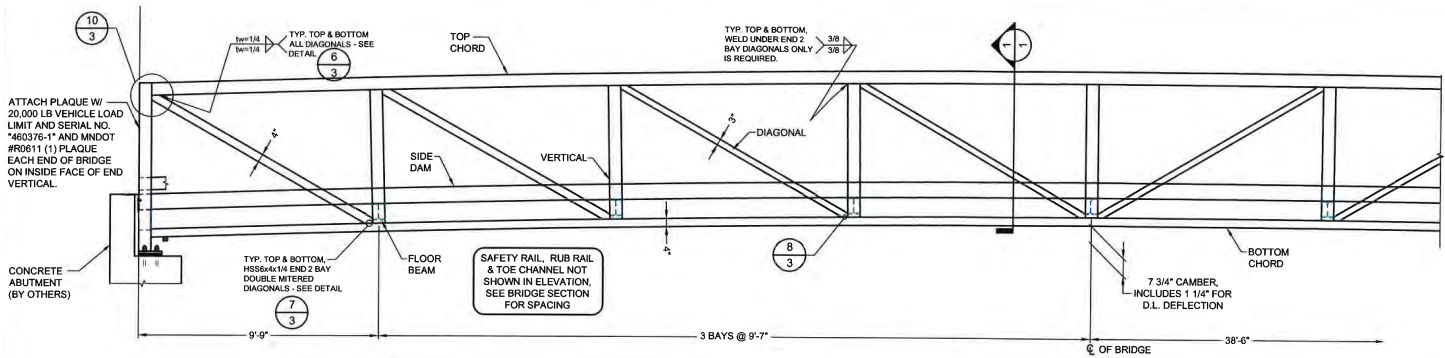
Bemidji, Minnesota

The Paul Bunyan State Trail is the longest continuously paved path in the state of Minnesota and one of the longest in the country. Stretching 112 miles from Bemidji to Brainerd, the trail passes through historic sites and vacation destinations and provides recreational use for hiking, biking, running, and snowmobiling.

The 400-foot-long pedestrian bridge in Bemidji solidified another crucial piece of the Paul Bunyan State Trail. It allows trail users to safely cross four lanes of busy traffic on Highway 197 for an uninterrupted experience. The project was a collaborative effort among the city of Bemidji, the Minnesota Department of Natural Resources, and Widseth Smith Nolting.

Construction of the bridge began in March 2012 and concluded in August of the same year. The bridge consists of three steel truss spans, two concrete piers, and two concrete abutments. The bridge was formally opened with a ribbon cutting ceremony on September 26, 2012, and various trail users from across the state have enjoyed the benefits of this project ever since.





RIPPLE RIVER

Trail Bridge

Aitkin, Minnesota

Widseth teamed with Aitkin County and Contech Engineered Solutions for the design of a trail bridge that crosses the Ripple River in Aitkin. Our team provided the hydraulic design and risk assessment for the bridge along with setting the bridge low member elevation and bridge length.

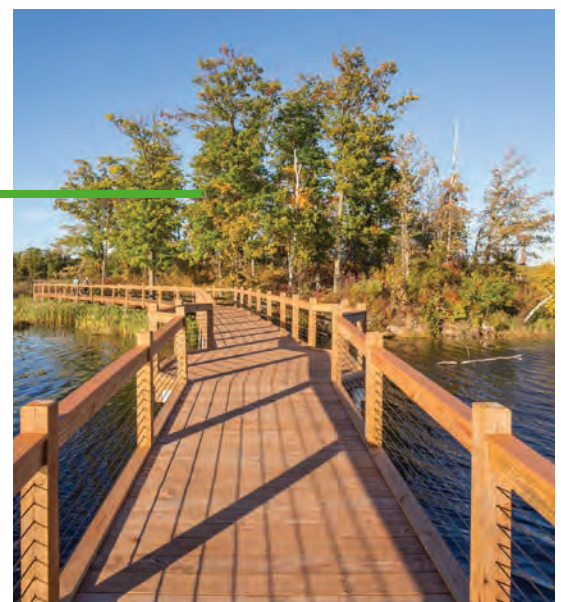


MILFORD MINE

Memorial Park

Crow Wing County, Minnesota

Widseth worked with Crow Wing County on the development of Milford Mine Memorial Park, which is listed on the National Register of Historic Places. Our team was responsible for designing detailed plans, preparing opinions of probable costs, and developing installation standards. Phase I included a new picnic shelter, and Phases II and III comprised an upland boardwalk, a boardwalk across the lake to the site of the mining town, permanent fishing/canoe launch platforms, vault toilet, and an additional picnic shelter. Trails and interpretive signs commemorate the history of Milford Mine and the accident of February 5, 1924, in which 41 miners lost their lives.





EMILY TO BLIND LAKE

Multiple-Use Trail

Crow Wing County & Western Aitkin County, Minnesota

The new 16-mile multiple-use trail links and connects to two existing trail systems, resulting in a 50-mile loop that connects users to another 300 miles of trails in Aitkin, Cass, and Crow Wing Counties.

The project comprises 13 miles of existing and 3 miles of new trail construction, while the trail area encompasses more than 1,400 acres of Crow Wing County managed public land, more than 200 acres of Aitkin County managed public land, and more than 320 acres of MN DNR managed forestland.

Funding for the project was through the MN DNR Off-Highway Vehicle (OHV) Grant-in-Aid (GIA) program and the Over the Hills Gang ATV Club. The trail is open to recreational motorized use, May 15–October 31.

ADDITIONAL PROJECTS

Trail Bridges & Trails

Minnesota & North Dakota

TRAIL BRIDGES

- Swift County Bike Trail Bridge over Lac Que Parle River—Dawson, MN
- North Dakota DOT Pedestrian Bridge over Turtle River—Turtle River State Park, ND
- Swift County Bike Trail Bridge over Pomme De Terre River—Appleton, MN
- Big Stone County Multi-Purpose Trail Bridge over Minnesota River—Ortonville, MN
- Big Stone County Multi-Purpose Trail Bridge over Minnesota River Tributary—Ortonville, MN
- Stearns County Dairyland Trail Bridge Rehab—Stearns County, MN
- Morrison County Trail Bridge Rehab—Morrison County, MN
- Norman County Trail Bridge Rehab—Norman County, MN
- Douglas County Trail Bridge—Douglas County, MN

TRAILS

- Multi-use Trail—Starbuck, MN
- Big Pine Trail Improvements—Crosslake, MN
- TH 11 Bike Trail—Koochiching County, MN
- Safe Routes to School Trail—Thief River Falls, MN
- Agnes Boulevard Trail—Alexandria, MN
- East Watershed Trail Planning—Alexandria, MN
- Rotary Park Trail Easement—Brainerd, MN
- Gull Lake Trail Study—Nisswa, MN
- Pine Island Trail—Pine Island, MN
- Heartland Trail - Tower Hill Segment, MN DNR—Northwest MN
- Midway East West Trail—Bemidji, MN
- Pennington Avenue Multi-use Trail—Thief River Falls, MN
- Gateway Bike Trail, Highway 11 East—International Falls, MN
- City of Fosston Sports Field Trail System—Fosston, MN
- Lake Adley Park Trail—Parkers Prairie, MN
- Ottertail River Trail—Fergus Falls, MN





WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

Alexandria | Bemidji | Brainerd | Crookston | East Grand Forks
Grand Forks | Mankato | Rochester | Wyoming

Widseth.com

Brainerd/Baxter

7804 Industrial Park Road
PO Box 2720
Baxter MN 56425-2720

218.829.5117
Baxter@Widseth.com
Widseth.com

December 23, 2022

Jessie Dehn, PE
City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401
218.513.0172
JDehn@ci.brainerd.mn.us

Re: Feasibility Study – TH 210/Lum Park Pedestrian Bridge
Cost Proposal

Dear Jessie Dehn and Members of the Selection Committee:

Enclosed is our “not-to-exceed” cost proposal of estimated professional fees for the feasibility study as requested in the RFP.

Our 2023 Fee Schedule is included with this cover letter and provides the anticipated direct expenses and rates for miscellaneous charges. Our mileage rate is the Federal mileage rate as determined by the Internal Revenue Service (IRS).

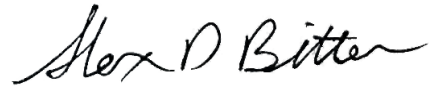
Thank you for the opportunity to propose on this study.

We look forward to working with you!

Sincerely,

**KENT ROHR PE, EXEC. VP**

Principal in Charge | Structural Engineer
Kent.Rohr@widseth.com
320.335.5012

**ALEX BITTER PE**

Project Manager | Civil Engineer
Alex.Bitter@widseth.com
218.316.3627

2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$130 / Hour
Level II	\$155 / Hour
Level III	\$180 / Hour
Level IV	\$188 / Hour
Level V	\$200 / Hour
Technician	
Level I	\$ 87 / Hour
Level II	\$110 / Hour
Level III	\$130 / Hour
Level IV	\$145 / Hour
Level V	\$160 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$135 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$105 / Hour
Administrative Assistant	\$ 82 / 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	\$100 / 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	\$125 / 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.



A PROPOSAL FOR

TH 210/Lum Park Pedestrian Bridge Feasibility Study

FOR THE CITY OF BRAINERD



December 22, 2022

Jessie Dehn, PE
City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401

Re: TH 210/Lum Park Pedestrian Bridge Feasibility Study

Dear Mr. Dehn and Members of the Selection Committee,

The City of Brainerd can trust that WSB will provide a thorough analysis and recommendation for the feasibility of placing a pedestrian bridge over Trunk Highway (TH) 210. We understand that this bridge will serve as a crucial connection to multiple existing and proposed trail sections.

The project is being led by Andrew Plowman, PE, of WSB. Andrew has worked on multiple similar bridge projects in the role of Project Manager. He understands all the important components of a pedestrian bridge project including; trail connectivity, cost, impact, geotechnical considerations, environmental considerations and aesthetics. Andrew will ensure the City understands the risks, benefits and the steps forward to making this project a reality.

The attached proposal exhibits our strengths for the project, and why our team is the correct choice to lead this project. We feel we are very well-suited to analyze the feasibility of this project.

WSB appreciates this opportunity to present our proposal for the TH 210/Lum Park Bridge Feasibility project. We are confident that our team and firm represent the best choice for success on this project and look forward to your favorable review and selection of WSB. Should you have any questions or require further information, please do not hesitate to contact me at 612-360-1311 or email at aplowman@wsbeng.com.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Plowman", written over a light grey rectangular background.

Andrew Plowman, PE
Project Manager



TABLE OF CONTENTS

Project Understanding	1
Project Team	3
Work Plan and Approach.....	8
Estimated Fees.....	Separate Document



Project Understanding

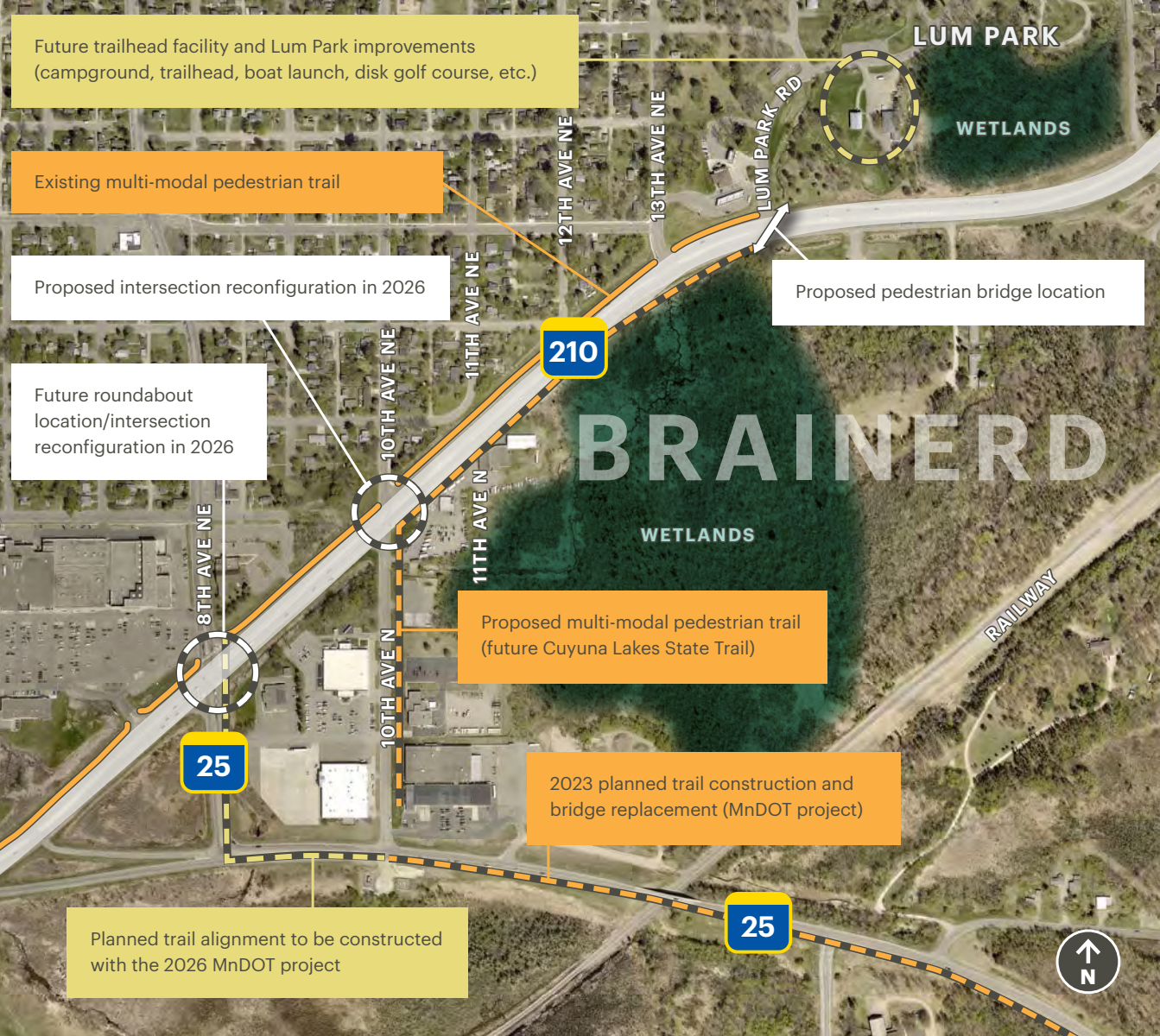
The City of Brainerd is looking for analysis and recommendations to construct a cost-effective, fully functional and aesthetically pleasing pedestrian bridge over Minnesota Trunk Highway (TH) 210. The purpose of this study is to perform enough research and analysis to determine if constructing a pedestrian bridge near Lum Park Road, located just west of Lum Park, is feasible while also proposing aesthetic elements that the City is interested in considering for the design of the bridge. WSB has plenty of experience investigating and ultimately providing a recommendation on similar projects and will use their expertise to ensure the City's staff and elected officials have a solid understanding of the risks, costs and how this can be accomplished.

The City has been working for many years on the development of the future Cuyuna Lakes State Trail. In conjunction with future MnDOT projects in 2023 and 2026, this pedestrian bridge would be one of the final elements for consideration to complete the trail network through Brainerd. With the completion of Brainerd's trail system, and the plans for the connection of the Cuyuna Lakes State Trail from Riverton to Brainerd, this location is planned to see a significant increase in multi-modal traffic once completed. TH 210 is currently, and would in the future, be a barrier to the trail systems and does not allow for safe crossings of pedestrian and bicycle traffic. The City plans for the development and expansion of Lum Park including expanded campgrounds, beach area, and boat launch, and trailhead will likely increase pedestrian and bicycle counts, and exacerbate issues of crossing TH 210 at this location

The functionality of safely getting cyclists and pedestrians across TH 210 is of utmost importance, but we believe this bridge can serve also serve as a gateway for motorists entering the City of Brainerd from the east. This can be completed by adding City or trail logos, lighting and making the bridge esthetically pleasing. Serving as a gateway to the City, the bridge will also help in assisting in traffic calming and reminding the traveling public that they are entering residential and commercial neighborhoods where traffic speeds are reduced.



Issues Map

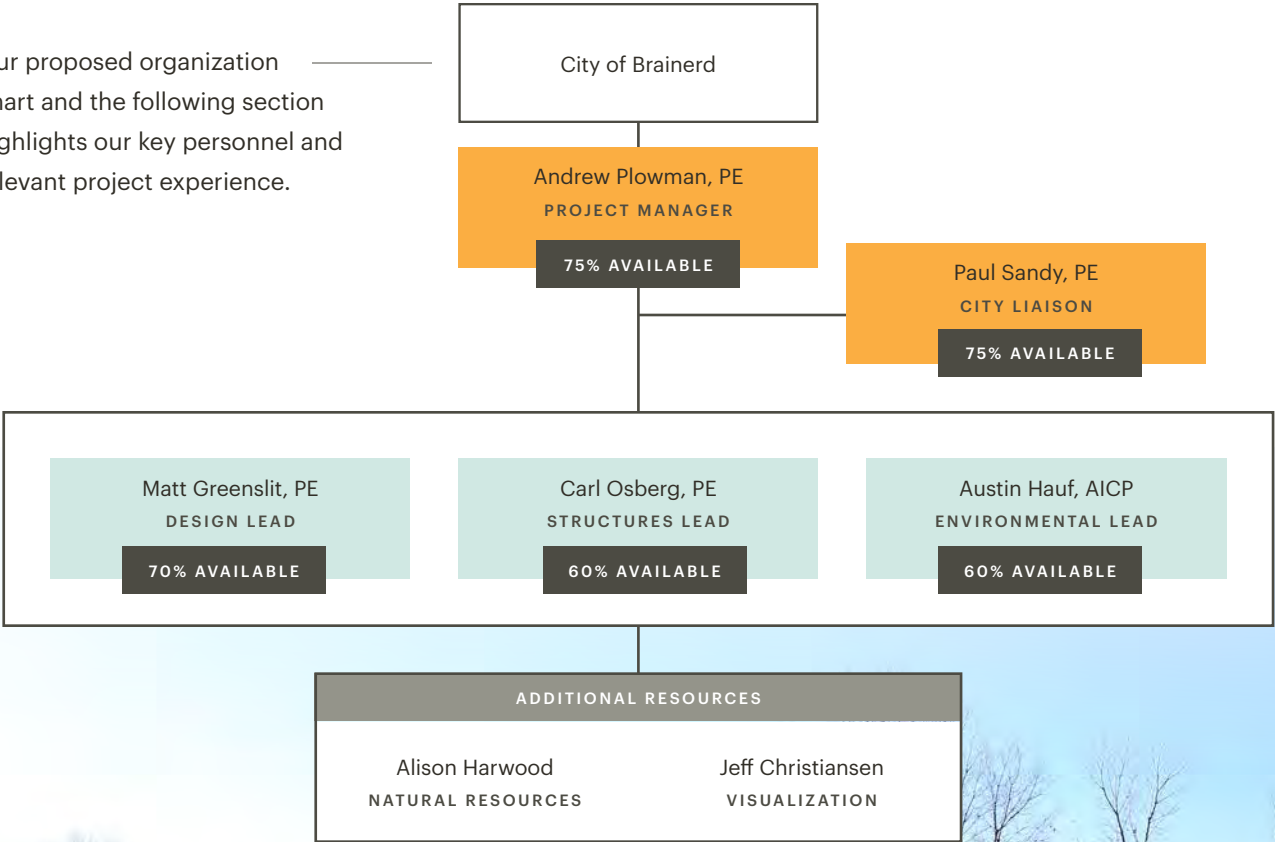


Project Team



The WSB team brings extensive experience on similar projects and has the expertise to complete the feasibility study for the TH 210/Lum Park Pedestrian Bridge. We have assembled a multidisciplinary team of roadway, structures, and environmental experts. The WSB team, led by **Andrew Plowman, PE**, understands the importance of strong and sustained communication tied to sound and innovative engineering.

Our proposed organization chart and the following section highlights our key personnel and relevant project experience.





Andrew Plowman, PE

PROJECT MANAGER



Andrew has been a project manager and lead design engineer in the Transportation Group at WSB for over 20 years. Andrew has been a project manager leading a multitude of projects from state aid projects to trunk highway projects. Andrew has been involved in preliminary and final design projects. He has worked on many projects that include multi-use trail and he understands the guidelines and how to fit the design in constricting conditions.

SERVICE GROUP:

Transportation

REGISTRATION:

Professional Engineer
Minnesota #44200

EDUCATION:

Bachelor of Civil
Engineering, University
of Minnesota, 2000

Douglas Drive (CSAH 102) Reconstruction | Golden Valley, Minnesota

CLIENT: CITY OF GOLDEN VALLEY

Andrew was the project manager and lead design engineer for the project, from preliminary design through construction. He led the effort to develop the initial layouts, gain approval on the MnDOT Level One layout for the work at TH 55, manage multiple groups at WSB to ensure work was completed efficiently, and acquire the appropriate state and federal aid authorizations. In addition, Andrew engaged the private utilities about relocations before construction on the project began. This included all of the overhead utilities burying their lines. By coordinating with the utilities, the relocated lines did not conflict with future roadway work.

This cooperative project between the City of Golden Valley and Hennepin County included multiple stakeholders including MnDOT, Bassett Creek Watershed District, Met Council, the Joint Waters Commission (JWC), and Three Rivers Park District. The project included two roundabouts, on-street bike lanes, sidewalk and trail improvements, sanitary and watermain replacement, retaining walls, box culvert replacement at Bassett Creek, railroad coordination with CP and UP railways, a Honeywell pond expansion, private utility advanced coordination, infiltration basin design, signal design, and streetscape improvements.

Memorial Bridge & Trail Project | Shakopee, MN

CLIENT: CITY OF SHAKOPEE

City of Shakopee proposed to expand the existing trails within Shakopee Memorial park to connect pedestrians, bicyclists, and snowmobilers to the nearby MnDNR Minnesota Valley State Trail Segment. To complete this effort, 0.35-miles of 10-foot bituminous trail, and a new cast-in-place, single-span, pedestrian bridge will be constructed over Shakopee Memorial Pond. Trail extends from CSAH 101, over Shakopee Memorial Pond, and connects to the existing trail on North side of the pond. MnDNR funding was provided for the inclusion of habitat enhancements and restoration on the project. Other funding sources included: City of Shakopee, Scott County, Shakopee Mdewakanton Sioux Community, DNR grant funds (FHWA administered by MnDOT)

Andrew was the final design project manager and lead design engineer and was responsible for the design of the trail which included the alignment, profile and cross sections as well as coordinating the tie-in point for the bridge. Andrew also was responsible for coordination with other agencies and bidding support.



Paul Sandy, PE
CITY LIAISON

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.



Matt Greenslit, PE
DESIGN LEAD

Matt has over nine years of experience and has worked on a variety of State Aid projects for counties and cities.

He was responsible for developing

concepts, estimates, and memorandums in accordance with MnDOT State Aid standards. His responsibilities included development profiles, alignments, geometric design, design calculations, turning movement evaluation, and modeling to determine construction limits. During final design he was tasked with refining the geometric design & models, drafted plan sheets, tabulating quantities, and prepared cross sections. Matt is highly skilled in Microstation V8i, Corridor Modeling, Geopak, OpenRoads Designer & ConceptStation, Snow Drift Analysis, and Microsoft Excel & Word. Matt recently worked on the Quarry Lake Trail and Pedestrian Bridge project for the City of Shakopee. He developed an alternatives study to help the city choose a preferred alternative. Once the preferred alternative was chosen he refined the preliminary design and developed a staff a proved layout.



Carl Osberg, PE
STRUCTURES LEAD

Carl has more than 20 years of structural design and management experience in various types of structural projects that include bridges.

Carl has designed over 100 bridges and has developed/evaluated bridge alternatives for numerous planning and environmental documentation projects. Carl thoroughly understands the importance of context sensitive solutions and provides cost-effective, timely, and state-of-the-art solutions that meet all code requirements. Carl was the structures design manager for the two prestressed girder bridges carrying the Paul Bunyon Trail over TH 371 and the two-span truss bridge that carried the Paul Bunyon Trail over wetlands. He also performed the preliminary and final design activities for this new overpass bridge carrying Fallen Avenue over I-94 in Monticello.



Austin Hauf, AICP
ENVIRONMENTAL LEAD

Austin has played a key role in the development of environmental documents for numerous projects, including roadway improvements

and construction of multiuse trails. These projects have required a range of document types, including categorical exclusions, environmental assessment worksheets, environmental assessments, and an environmental impact statement, and have included local, state, and federal agencies. Austin was involved in various aspects of the environmental assessment for the CSAH 10 Highway Safety Improvement project for Grant County. Austin's primary roles on the project have included supporting the alternatives evaluation process and preparing technical memos and figures to navigate and document concurrence points along the course of the environmental process. He also assisted with the preparation of documentation to navigate the Section 4(f) process for multiple U.S. Fish and Wildlife resources in the corridor.



Project Examples

Fallon Avenue Overpass CITY OF MONTICELLO

WSB completed preliminary design, final design, environmental documentation, right of way services acquisition and construction administration for the project. The Fallon Avenue project in Monticello consists of a two-span prestressed girder bridge over I-94 and three roundabouts at the intersections of Fallon Avenue and Chelsea Road, Fallon Avenue and 7th Street, 7th Street and Washington Street. The project also included multi-use trails, water main improvements and landscaping. This project required close coordination with MnDOT since the project spanned I-94. MnDOT provided comments on design elements such as bridge aesthetics and MOT. The project funding was a combination of Federal and State Aid. Project was on time and under budget.

Pedestrian Trail Bridge No. 70054 over TH 169 CITY OF SHAKOPEE

The City of Shakopee proposed to connect existing trails on each side of TH 169 in Shakopee for pedestrians and bicyclists. To complete this effort, WSB is completing the preliminary and final design of an 8-span prestressed beam bridge over TH 169 and approximately 0.5 miles of 10-foot bituminous trail. The trail also spans over wetland areas and floodplains of the Prior Lake Outlet Channel. WSB is currently providing preliminary and final design, hydraulic design, wetland delineation, construction engineering, contract administration, project management, inspection, material testing, and survey. WSB is meeting the city's aesthetic desires to have handrail lighting (instead of pole mounted) and city logos on the railing. This project is being funded by a Minnesota Management and Budget (MMB) Go Bond. The project is currently on budget and on schedule.

Bridge No. R0869 Trail over Minnesota River

CITY OF SHAKOPEE

WSB (led by Andrew Plowman and Carl Osberg) recently completed the study, design and construction administration of a new trail and pedestrian bridge over the backwaters of the Minnesota River in a highly sensitive cultural site (Veteran's Memorial Park). This single-span prefabricated truss bridge is 14'-0" wide and 100'-0" long. The superstructure is supported by typical driven steel piling at the north abutment and unique drilled micropiles at the south abutment. The micropiles were used due to the shallow bedrock and lateral force requirements. The bridge is situated in a site with known Native American burial mounds and other artifacts. In addition, the bridge was designed to accommodate a fully submerged condition during a 50-year flood event.

TH 371 Four Lane Expansion Bridges

MNDOT DISTRICT 3

WSB completed preliminary and final designs for four bridges—one two-span prestressed girder bridge carrying CSAH 11 over TH 371, one two-span prestressed girder bridge carrying the Paul Bunyan Trail over TH 371, one two-span steel truss bridge carrying the Paul Bunyan Trail over wetlands, and one three-sided precast culvert bridge carrying TH 371 traffic over Cullen Brook Stream. Project challenges included an aggressive schedule and a strong emphasis on architectural treatments.

Pedestrian Bridge Feasibility Study

CITY OF ROGERS

Between 2018 and 2019, WSB completed a feasibility study and report for the City of Rogers, which provided concept alternatives for a new pedestrian bridge over I-94 west of TH 101. The goal of the study was to identify and recommend an alternative that was feasible and provided a safe pedestrian crossing as an alternative the TH 101 at I-94. The study reviewed ten alternative bridge configurations, including multiple locations, bridge types and features. Each bridge alternative provided a connection between the Lynch Park trail to a trail system on the south side of the interstate along Industrial Blvd. In addition to impact analysis and cost estimates, WSB gathered survey, geotechnical and utility information in preparation for a design and construction project.





Work Plan and Approach

The strategy WSB will employ on this project is to provide enough analysis to understand the feasibility of placing a pedestrian bridge over TH 210 near Lum Park Road. This will be completed by setting expectations for the feasibility criteria early and how WSB will perform the investigation. This will be led by WSB's proposed project manager, **Andrew Plowman, PE**. Andrew has been a project manager at WSB for the last 21 years and is currently the director of transportation – design. Most importantly, he has led similar pedestrian bridge projects and knows the key aspects to look for in terms of risk and feasibility. He will work closely with City staff to ensure the direction of the project leads to an informed result.

WSB will begin the project by completing a high-level base map made up of aerial photography, right of way data, an existing surface made up of lidar contours merged with key existing survey. It is anticipated only the key tie-in points or features are surveyed in this stage of the project. Additional survey would be completed in future phases of the design and are not included in this project.

WSB will complete two borings, one on each side of TH 210 at the anticipated tie-in locations. These borings (approximately 60 feet deep) will be accompanied by soil map reviews. The primary purpose of the borings is to understand potential issues (poor soils, high groundwater, or conflicts), that would lead to a higher cost of the bridge foundations. The borings will enable our team to properly estimate the cost of the bridge alternatives, understand the subsurface conditions and reduce risks. The borings may be incorporated into a geotechnical report for use during the final bridge design.

WSB will prepare up to two layouts that show the configuration of the pedestrian bridge and trail connections. They will investigate a skewed bridge option with different touchdown configurations of the trail. The layout will include plan view geometrics, typical sections, pier locations, profiles, drainage features, utilities and construction limits. In addition, in-place right of way will be shown in order to determine right of way needs. WSB will also complete a visually-pleasing rendering to show what the bridge may look like. This will help when meeting with agencies and to show the public.

WSB will develop cost estimates for the alternatives and also complete a risk register. The risk register will identify areas that should be considered that may lead to higher costs and possible mitigation measures to alleviate said risks.

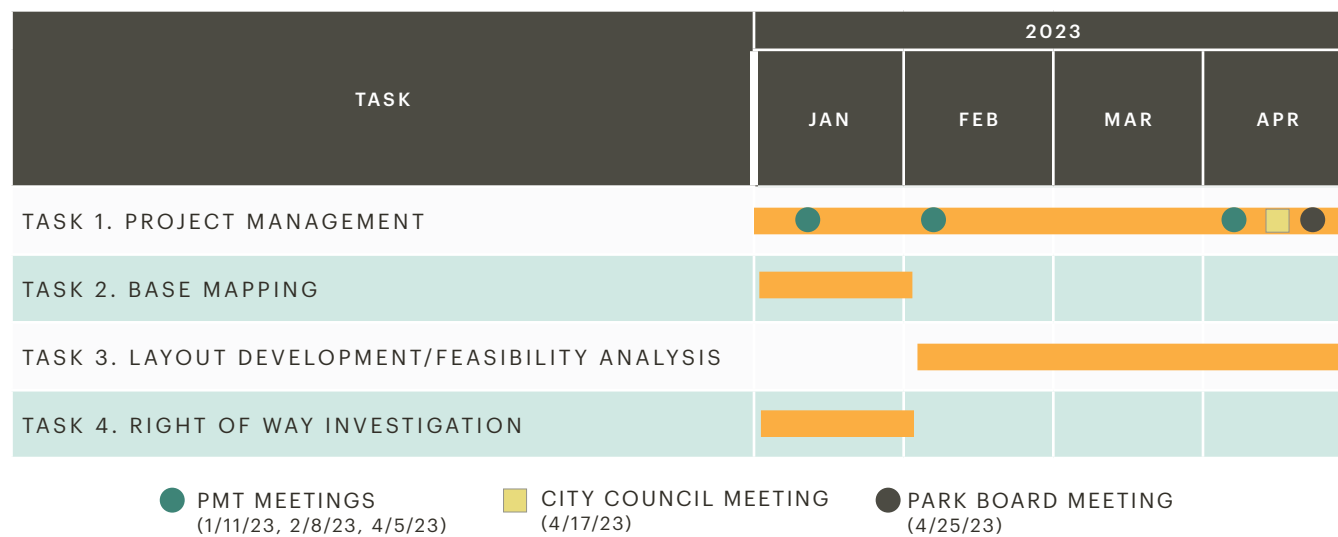
Based on the proposed layouts, WSB will conduct a desktop review of social, economic, and environmental (SEE) resources in the anticipated project area and produce a summary of potential environmental impacts associated with construction. Potential issues to be addressed in the summary will include: Section 4(f)/6(f) recreational resources; wetland, floodplain, and other water resource impacts; threatened and endangered species; historic properties; air quality and noise; and other issues to be determined. Lum Park is a recipient of Land and Water Conservation Funds (LAWCON) and is therefore subject to Section 6(f) land conservation requirements. In addition, there are potential wetland areas present along the south side of TH 210 near Lum Park. These potential impacts will be explored as part of the analysis. The summary document will also identify the state and/or federal environmental documents anticipated to be required to secure environmental clearance for the project.

The WSB team will also identify potential funding sources for the project, including competitive grant opportunities for nonmotorized recreation and/or transportation facilities. WSB's planning team regularly prepares a variety of state and federal grant applications, and can help identify award timelines and requirements (such as environmental review) associated with available opportunities.

WSB will develop a comparison matrix of alternatives and identify the advantages and disadvantages of all options being considered. This will correlate closely with the risk register. The matrix will ultimately be accompanied with a recommendation memorandum.

Meetings and coordination will also be led by WSB. This will include 3 Project Management Team (PMT) meetings, agency coordination with MnDOT and MnDNR, and potentially others. WSB will also prepare for and present presentations for a Park Board meeting and a City Council Meeting.

Project Schedule



December 22, 2022

Jessie Dehn, PE
City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401

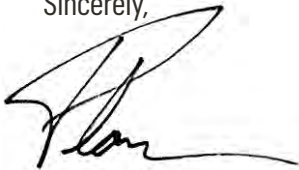
Re: TH 210/Lum Park Pedestrian Bridge Feasibility Study

Dear Mr. Dehn and Members of the Selection Committee,

WSB is pleased to submit this estimate of fees for the TH 210/Lum Park Pedestrian Bridge Feasibility Study. Our team has carefully reviewed the scope and requirements from the RFP and we have developed an approach, with a qualified team, that will deliver a successful project.

If you have questions, please contact me at 612.360.1311 or aplowman@wsbeng.com.

Sincerely,



Andrew Plowman, PE
Project Manager

TH 210/Lum Park Pedestrian Bridge Feasibility Study

Task Description											Task Cost	
		Project Manager	Roadway Design Lead	Graduate Engineer	Structural Lead	Environmental Lead	City Liaison	Visualization	2-Person Survey Crew	Geotechnical Boring Crew		Total
1	Project Management										27	\$5,318
	Project Meetings (3 - PMT, 4 - Agency)	8	4				5				17	\$3,286
	General Coordination	6					4				10	\$2,032
2	Base Mapping										24	\$4,312
	Supplementary Survey								4		4	\$920
	Base Mapping/Topography			12							12	\$1,392
	Soil Borings								8		8	\$2,000
3	Layout Development/Feasibility Analysis										131	\$20,826
	Layouts (up to 2)	4	20	28	4						56	\$8,016
	Structural Overview				18						18	\$3,240
	Environmental Overview					18					18	\$2,970
	Visualization (1 - still frame rendering)							8			8	\$1,376
	Cost Estimates	1	4		2						7	\$1,212
	Funding Alternatives	2				4	2				8	\$1,464
	Alternatives Matrix	2	8	4			2				16	\$2,548
4	Right of Way Investigation										12	\$1,568
	Right of Way Base File		2	4							6	\$784
	Right of Way Impacts		2	4							6	\$784
SUBTOTAL		23	40	52	24	22	13	8	4	8	194	\$32,024
Labor Rates		\$ 212	\$ 160	\$ 116	\$ 180	\$ 165	\$ 190	\$ 172	\$ 230	\$ 250		
Labor Subtotal		\$ 4,876	\$ 6,400	\$ 6,032	\$ 4,320	\$ 3,630	\$ 2,470	\$ 1,376	\$ 920	\$ 2,000	\$ 32,024	
TOTAL ESTIMATED COST OF SERVICES (NOT TO EXCEED)												\$32,024



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Request Elected Officials to Participate on TH 210/Lum Park Ped. Bridge PMT

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☒ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: City Engineer/PW Director Dehn

Department: Public Works

Presenter: City Engineer/PW Director Dehn

Estimated Time Needed: 5 Minutes

Summary of Issue:

Staff is requesting selected members of the Council or Mayor to participate in the Project Management Team (PMT) to review and provide guidance to the TH 210/Lum Park Pedestrian Bridge Feasibility Study.

Alternative, Options, Effects on Others/Comments:

With the award of the TH 210/Lum Park Pedestrian Bridge Feasibility Study, the selected consultant is contracted to hold 3 PMT meetings, generally at the beginning, middle and towards the end of the Feasibility Study development. Staff would like to have member(s) of the Council/Mayor and a member of the Park Board participate in those PMT meetings to assist in providing direction to the consultant during the Feasibility Study process.

Recommended Action/Motion:

Discussion on selected elected officials to participate in the Feasibility Study PMT group.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Approve MnDOT Agreement for Federal Participation in Construction & Res.

Agenda	Action Requested:	
☐ CONSENT AGENDA	☐ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☒ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☒ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: City Engineer/PW Director Dehn

Department: Public Works

Presenter: City Engineer/PW Director Dehn

Estimated Time Needed: 2 Minutes

Summary of Issue:

Staff is requesting Council approval of an agreement with MnDOT to act as the City's agent in accepting federal funds on the City's behalf for projects constructed using FHWA funding.

Alternative, Options, Effects on Others/Comments:

The attached Resolution and Agreement approves MnDOT to act as the City's fiscal agent in regards to projects receiving federal FHWA funding. Current practice is that MnDOT coordinates with FHWA to disburse federal funds and work directly with the City on ensuring construction projects utilizing FHWA funds are completed in accordance with federal funding requirements.

Recommended Action/Motion:

Staff recommends approval of the Resolution and Agreement with MnDOT to act as the City's agent in accepting federal funds on the City's behalf for projects constructed using FHWA funding.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

RESOLUTION
NO. _____

RESOLUTION AGREEING TO MNDOT AS CITY'S AGENT FOR FEDERAL FUNDS

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Brainerd to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the local agency to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052124", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted this 3rd day of January 2023

KELLY BEVANS
President of the Council

Approved this 3rd day of January 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Brainerd ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029923.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
 - 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. The Local Government's Authorized Representative is:

Name: Jessie Dehn or their successor.

Title: Brainerd City Engineer

Phone: 218-454-2307

Email: jdehn@ci.brainerd.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
 - 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
 - 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this 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 Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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 must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Brainerd

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Approve Resolution Advancing Municipal State Aid Street Funds

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: City Engineer/PW Director Dehn

Department: Public Works

Presenter: City Engineer/PW Director Dehn

Estimated Time Needed: 2 Minutes

Summary of Issue:

Attached to this request is a resolution in which advances Municipal State Aid Street (MSAS) funds to fund State Aid street construction and cost shares for construction projects. The total advance request is for \$524,064.26.

Alternative, Options, Effects on Others/Comments:

Advancing funds through this process allows the City to finance State Aid projects in a construction year, even if the City's MSAS fund balance is negative. Payback of the funds we advance come from future year allotments into the City's State Aid account. These projects are all previously constructed projects that have not been approved for final payments due to the City's advanced MSAS status. The current Brainerd MSAS fund balance as of January 1, 2023 is (\$1,838,228.97). The projected MSAS balance after these projects are fully funded is (\$1,635,783.23). This is based on the requested construction project advances of \$255,074.93 and a construction allotment in 2023 of \$726,510. The City's annual allocation has typically been between \$800,000 and \$850,000, with 25% of those funds given to the City for maintenance expenses. Total allocation in 2023 is \$968,680. All advances each year need to be requested via a Resolution of the City Council during the calendar year of request.

Recommended Action/Motion:

Staff recommends adopting the attached resolution in which advances Municipal State Aid Street (MSAS) Funds for construction projects as listed.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

RESOLUTION
NO. _____

MUNICIPAL STATE AID STREET FUNDS ADVANCE RESOLUTION

WHEREAS, the Municipality of Brainerd is planning to implement Municipal State Aid Street Project(s) in 2023 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date 12/26/2022	\$1,838,228.97
Less estimated disbursements:	
Project #108-119-006	\$95,211.45
Project #108-139-001	\$5,856.06
Project #108-141-001	\$29,612.34
Project #108-103-010	\$3,561.70
Project #108-129-003	\$65,487.46
Project #108-594-001	\$55,345.92
Project #108-136-004	\$268,989.33
Total Estimated Disbursements	\$524,064.26
Advance Amount (amount in excess of acct balance)	\$524,064.26

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Brainerd in an amount up to \$524,064.26. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted this 3rd day of January 2023

KELLY BEVANS
President of the Council

Approved this 3rd day of January 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Authorize Additional Funds for Motor Grader Purchase

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Jessie Dehn/Connie Hillman

Department: Public Works/Finance

Presenter: Jessie Dehn/Connie Hillman

Estimated Time Needed: 5 Minutes

Summary of Issue:

See attached memo.

Staff's recommendation is to purchase the grader from Cat, even though the difference not taking to consideration the rebate from Sourcewell is about \$5,300 more than going through John Deere.

Alternative, Options, Effects on Others/Comments:

- 1) Authorize the purchase from Cat or John Deere, estimated cost different \$5,300.
- 2) Additional funds of \$40,040 or \$45,040 could come from:
 - a) Capital Fund
 - b) Allocate additional ARPA funds for 2023 capital purchases
 - c) Budget for the difference in the 2024 capital purchases since final payment will not be made until 2024.

Recommended Action/Motion:

Authorize the purchase of the motor grader from Cat and allocate and additional \$45,000 of ARPA funds (for a total of \$345,000) for 2023 capital purchases.

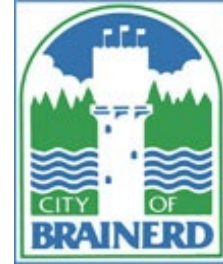
Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$45,040

Is this budgeted? (Please Explain)

MEMO



TO: Mayor and Council

FROM: City Engineer/Public Works Director Jessie Dehn

DATE: December 29, 2022

RE: Motor Grader

Council approved \$385,000 for the purchase of a new motor grader and staff budgeted \$90,000 for the trade-in value of the existing equipment, thus total cash to purchase of \$295,000. The Council did allocate \$300,000 of ARPA funds for 2023 Capital purchase and staff put that money towards the new motor grader. In August, an estimate was provided from Ziegler Cat for purchase just under the \$385,000 and a trade-in value of \$90,000 that was used for budgetary purposes. When staff requested an updated purchase order from Ziegler Cat, it was found that since August, the state bid contract was revised and the price went up over 12%. The current quote received from Ziegler Cat is for \$430,040. The trade-in value for the existing motor grader did not change and remains at \$90,000. Under the Sourcewell purchasing bid, this price was over \$500,000 so the State Bid was the number considered. The Cat motor grader also has a delivery estimate of around 1.5 years.

Due to the increased cost and lead time for delivery, staff requested a comparable quote from McCoy Construction & Forestry, the dealer for John Deere equipment. Based on a similar build as was requested from Ziegler Cat, McCoy provided a price for a new motor grader of \$402,750. However, they valuing the trade-in of the existing motor grader at \$68,000. Only the Sourcewell purchasing bid price was provided as the state bid is higher than this number. The John Deere motor grader would be scheduled to arrive in September 2023.

When factoring the trade-in value against the purchase price, the cash needed to purchase each motor grader is as follows:

- Caterpillar = \$430,040 purchase - \$90,000 trade-in = \$340,040
- John Deere = \$402,750 purchase - \$68,000 trade-in = \$334,750
- Difference = \$5,290

A large benefit that staff has had with Cat equipment is the local access to Ziegler Cat to service equipment quickly. John Deere does have a mobile mechanic that can provide service located out of Crosslake. Benefits of the John Deere would include the significantly shorter lead time that would have the new equipment available prior to next winter season, as well as purchasing through Sourcewell returns 1% of purchases back to the city as part of the agreement with Sourcewell.

Although the lead time is longer for the Caterpillar, staff is still requesting to continue with the purchase of the Cat motor grader, mainly due to the availability of service through Ziegler Cat and their willingness to provide assistance when needed. With the Cat motor grader purchase, staff is requesting an additional \$45,040 of Capital funds.



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Approval of 2023 IUOE Street Union Contract Terms and Wages

Agenda	Action Requested:	
☐ CONSENT AGENDA	☒ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☒ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☒ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Kris Schubert & Jennifer Bergman

Department: Administration

Presenter: Kris Schubert & Jennifer Bergman

Estimated Time Needed: 2 minutes

Summary of Issue:

The City has reached a Tentative Agreement (TA) with the IUOE Local No. 49 Union representing the Street Department employees for the 2023 Union Contract. The attached summary includes the items agreed to by both the City and Union during negotiations. The contract includes a 2.5% Cost of Living Adjustment (COLA) for 2023.

Alternative, Options, Effects on Others/Comments:

These documents are pursuant to guidance provided by the City Council during its December 19th closed union negotiation strategy session. Union representatives informed Staff on December 20, 2022, that the membership approved the TA and supporting documents.

Recommended Action/Motion:

1. Motion to approve the attached 2023 Tentative Agreement Summary and the attached contract supporting documents between the City and IUOE Local No. 49 Union representing Street Department employees; and
2. Adopt the attached resolution setting the IUOE Local No. 49 Street Department wages for 2023.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain) The 2023 wage adjustments are included in the City's 2023 budget.

City of Brainerd – IUOE Local #49 (Street) Union
Tentative Agreement Terms
December 19, 2022

The following is the tentative agreement package terms reached between the City of Brainerd and the IUOE Local #49 (Street) Union during 2023 contract negotiations. This package is for Union and City Council consideration/approval:

1. Article X. Vacations

Section 1. All full-time Employees shall earn paid vacation at the rate of ~~6.66~~ 6.67 hour per full month worked during the Employee's first five years of employment. Thereafter, Employees shall earn paid vacation as follows:

2. Article XI. Wages

Section 5. Employees hired before January 1, 2023 and assigned work of a higher paid classification shall receive the rate for that classification while actually working at the higher classification. For purposes of this Section, if an employee is paid pursuant to Section 1 of this Article, he or she will be paid for work assigned at a higher classification as though the employee were on the same step for the higher classification on the wage grid attached to the Agreement as Appendix A.

Any employee hired on or after January 1, 2023, who is assigned work of a higher paid classification (e.g. Street Maintenance I assigned as Street Maintenance II employee) shall be paid for worked assigned at the higher classification at the rate of the lowest step on the wage grid for the higher paid classification that is at least 3% higher than the wage paid to the employee on the employee's current step on the wage grid for the employee's regular classification. If said employee work assignments results in an advancement of two organizational levels (e.g. Street Maintenance I employee assigned as Street Maintenance III employee), the rate of pay for the higher paid classification shall be at least 5% higher than the wage paid to the employee on the employee's current step on the wage grid for the employee's regular classification.

3. Article XI. Wages

Compensatory time may be paid in lieu of overtime at one and one-half (1-1/2) times the regular rate, at the request of the employee if approved by the Employer. Compensatory time accrual shall be capped at ~~80~~ 120 hours; however, any hours over 80 hours as of December 1st of any calendar year shall be paid out to the employee on the next paycheck at the hourly rate in effect as of December 1st of said year.

4. Cover Sheet. City and Local 49 Logos will be included on the contract cover sheet.

5. **ARTICLE XI. Wages.**

2023
2.5%

6. **ARTICLE XII. Hospitalization.**

Section 1. The City of Brainerd Street Department employees will participate in the Operating Engineers Local #49 Health and Welfare Fund as long as those individuals are members of Local #49. Effective January 1, ~~2021~~ **2023**, through December 31, ~~2022~~ ~~2023~~ **2025**, Local #49 Health and Welfare fund premiums shall be paid by the City of Brainerd at the rate of 100% (one-hundred percent), as long as the premium does not cost the City of Brainerd more money than the City is paying for its base health insurance plan premium for other union non-supervisory City employees. Should the city's contribution to hospitalization increase, the Street and Sewer department employees will receive that increase. The city contribution amount will not fall below the capped dollar amount of ~~\$1325.00~~ **\$1420.00** per month.

7. **ARTICLE XVI. Period of Agreement - Approval.**

January 1, 2023 to December 31, 2023 (One-year Duration).

8. **HCSP – Union will verify contribution for next contract period with its members and provide language.**

9. **Article IV. Sick Leave and Other Leaves of Absence:**

Section 2. Funeral Leave Add: Grandchild for one day

10. **Article IX. Hours of Work – Conditions.**

Section 1. Eight or ten (8 or 10) hours per day shall constitute a regular day's work, Monday through Friday. All time worked in excess of the scheduled shift and on Saturday shall be paid for at one and one-half (1-1/2) times the regular hourly rate. Prior to scheduling overtime, the overtime must be approved by the City Engineer or designee. The regular work day will start at seven (7:00) A.M. to twelve (12:00) noon and from twelve-thirty (12:30) P.M. to three-thirty (3:30) P.M.

All time worked before six (6:00) A.M. and after three-thirty (3:30) P.M. on a regular work day shall be paid for at one and one-half (1-1/2) times the regular rate, with the exception of the painting and sweeping crew **and for snow and ice control**. The painting and sweeping crew shall receive one and one-half (1-1/2) times the regular hourly rate after an eight (8) hour work day and on Saturday. **Employees called to work for snow and ice control shall be paid at the double time rate between the hours of 4 am and 6 am.** Schedule will be posted on bulletin board by Department Head.

11. **In the event that the Contract is approved by the Union, but not signed before January 1, 2023, retroactive pay to January 1, 2023, will be allowed if the Union votes and approves this Tentative Agreement package so it is ready for Council's public consideration on 1/3/23.**

RESOLUTION

No. :23

BE IT RESOLVED by the Council of the City of Brainerd to set the hourly wages for City employees who are members of the IUOE Local #49 (Street) Union as provided in its 2023 Union Contract as described below.

Below is the 2023 eight-step wage grid referenced above, and incorporated in Article XI, Section 1, as approved by the Council:

Street Maint I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2023	22.28	23.40	24.51	25.61	26.74	27.85	28.98	30.09
Street Maint II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2023	24.10	25.31	26.53	27.72	28.93	30.14	31.34	32.53
Street Maint III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2023	27.08	28.44	29.79	31.14	32.49	33.87	35.22	36.56
Street Foreman	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2023	29.84	31.33	32.81	34.32	35.80	37.31	38.79	40.28

Adopted this ____ day of January, 2023.

President of the Council

Approved this ____ day of January, 2023.

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Authorize Signature on LMCIT Liability Coverage Waiver Form

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Connie Hillman

Department: Finance

Presenter: Connie Hillman

Estimated Time Needed: 2 Minutes

Summary of Issue:

Annually the City needs to decide whether or not to waive the statutory tort limits. The waiver form is attached for your review. Historically the City has elected not to waive the statutory tort limit. By doing so, the City is limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence for tort claims. By choosing to waive the statutory limit, a claimant could recover up to the standard limit of \$2 million rather than the statutory limit of \$500,000 per claimant. It is also the recommendation of our local insurance agents to not waive the statutory tort limit as well.

Alternative, Options, Effects on Others/Comments:

Liability coverage is more expensive if the city waives the limits; the cost difference is 3.5% of liability premium for members that choose to waive. Waiving the limits does not give the city better protection; the benefit is only to the party who is making the liability claim against the city.

Recommended Action/Motion:

The recommended motion would be to approve and submit the liability coverage waiver form with "does not waive" the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 option selected.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain) The cost of not waiving the tort limit is not know, it is part of the amount the City annually budgets for general liability insurance.

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

City of Brainerd

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: January 3, 2023

Signature: _____

Position: City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Ratify Grant Submittal and Designate Matching Funds

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	--

Submitted by: Park Board/Connie Hillman

Department: Finance

Presenter: Connie Hillman

Estimated Time Needed: 5 Minutes

Summary of Issue:

At its December 6, 2022 meeting, the Park Board authorized Staff to apply for the No Child Left Inside grant. The grant is for \$5,000 and for skates, sleds, and skating aid equipment. The Park Board also authorized a 100% match (\$5,000) for the grant application to be more competitive. The city policy to have all grants over \$5,000 approved by Council was missed. Also the grant deadline was December 7, 2022.

Alternative, Options, Effects on Others/Comments:

The Park Board inquired if the match would be ARPA eligible. The grant match would be ARPA eligible, however due to the size of the dollar amount Staff would not recommend using ARPA funding. However, attached is the ARPA budget and column 2 shows the available ARPA funding if Council chooses to fund the grant match with ARPA funds.

Council could transfer \$5,000 from the Special Projects budget line item (\$28,000 in the 2023 budget) to the Park operating budget to be used for a grant match. The City has historically budgeted \$28,000 for special projects - small grant matches, fireworks for the 4th of July, city-wide clean up, and any other projects that may come up during the year.

Another option would be to have the grant matching funds come out of the approved parks operating budget.

Recommended Action/Motion:

Ratify the submittal of the \$5,000 grant to No Child Left Inside per City policy; Designate \$5,000 of the 2023 Special Projects budget line item for the grant matching funds; further to authorize the \$5,000 to be transferred to the Parks operating budget if the No Child Left Inside grant is awarded to the City.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$5,000

Is this budgeted? (Please Explain) Yes, with ARPA dollars, Special Projects budgeted line item, or Parks operating budget.

ARPA Budget

	Budget as of 12/5/2022	Column #2
Total Funding	\$ 1,468,098	\$ 1,468,098
Allocated to EDA - Mainstreet Grant	80,000	80,000
Future Parks Capital **	575,000	575,000
2023 Capital	300,000	300,000
Police Department HVAC	140,000	140,000
Pedestrian Bridge Feasibility Study	35,000	35,000
Stairs and Windows - Historic Watertower	200,000	200,000
No Child Left Inside Grant Match	-	5,000
To Be Determined	\$ 138,098	\$ 133,098
** Future Park Capital Priority Order		
Jaycees Park	\$ 200,000	\$ 200,000
Lum Park Beach	150,000	150,000
Kiwanis Park	75,000	75,000
Lum Park Campground	150,000	150,000
	\$ 575,000	\$ 575,000



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Res - Property Taxes Generated by the Lively Property to Park Ded Fund

Agenda ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Ordinance 1 st Reading ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* <i>*provide copy of published hearing notice</i>
---	---

Submitted by: Connie Hillman/Jessie Dehn

Department: Finance/Public Works

Presenter: Connie Hillman

Estimated Time Needed: 5 Minutes

Summary of Issue:

When the Lively Property was annexed into the City (Res 05:06), the agreement with the Township was that the was for five years following annexation, the property taxes on the property will be dedicated to park development. The resolution was then amended (Res 34:10) to extend the time period to 10 years to go to the Park Dedication fund. Resolution 59:17 was passed in October 2017, so that the property taxes generated on the "Annexation Area" will be transferred to the Park Dedication Fund through 2021. \$75,894 has been transferred from the General Fund to the Park Dedication Fund in the last 15 years.

Alternative, Options, Effects on Others/Comments:

- 1) Extend the transfer of property tax generated on the annexation area of the Lively property for another 5 years (2022-2026). A proposed resolution is attached if Council wishes to extend. The property has not been developed, the average annual transfer over the last 15 years is about \$5,000, less in the most recent years. The funds help with future park projects in addition to the Park Dedication Fee that is collected when a building permit is issued.
- 2) Do not extend the transfer past 2021. Typically when the City annexes land, the City pays a percentage to the township on a five year scale, with a lower percentage each year; i.e 1st year after annexation 90%, 2nd year 70%; 3rd year 50%, 4th year 30%, 5th year 10%. With the Lively Property, the Township wanted to see those funds go into the park dedication fund during that period of time instead of returned to them.

Recommended Action/Motion:

Motion to end the transfer of property taxes generated on the "annexation area" known as the Mills/Lively to the Park Dedication Fund.

Financial Impact:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping:

Is this budgeted? (Please Explain)

Mills Properties - Lively Auto Company
 Annexation Effective for the tax year 2007
 Per Resolution 05:06 adopted by the City Council on January 17, 2006
 Section 13 states "For five years following approval of the annexation, property taxes on the property will be dedicated to Park Development"

Note: Council action on 6/21/10 extended the 5 years to a total of 10 years.
 Council action on 10/2/17 extended agreement through 2021 (Res 59:17)

Taxes			
1st Year	2007	\$5,897	Transferred to Park Dedication Fund on 12/17/07 A/P
2nd Year	2008	\$7,063	Transferred to Park Dedication Fund re j/e @12/31/08
3rd Year	2009	\$7,449	Transferred to Park Dedication Fund on 12/29/09 EOY A/P
4th Year	2010	\$7,968	Transferred to Park Dedication Fund on 12/29/10 EOY A/P
5th Year	2011	\$5,602	Transferred to Park Dedication Fund on 12/19/11 A/P
6th year	2012	\$5,484	Transferred to Park Dedication Fund on 12/28/12 EOY A/P
7th year	2013	\$4,552	Transferred to Park Dedication Fund on 12/20/13 (adjust made)
8th year	2014	\$4,050	Transferred to Park Dedication Fund on 12/30/14 EOY A/P
9th year	2015	\$4,729	Transferred to Park Dedication Fund on 12/30/15 EOY A/P
10th year	2016	\$4,944	Transferred to Park Dedication Fund on 12/30/16 EOY A/P
11th year	2017	\$4,942	Transferred to Park Dedication Fund on 12/28/17 EOY A/P
12th year	2018	\$4,054	Transferred to Park Dedication Fund via AJE
13th year	2019	\$3,214	Transferred to Park Dedication Fund via AJE
14th year	2020	\$3,157	Transferred to Park Dedication Fund via AJE
15th year	2021	\$2,788	Transferred to Park Dedication Fund via AJE
TOTAL		\$75,894	

Note: This amount is set up as restricted cash in Fund 405

R E S O L U T I O N
NO. XX:23

**RESOLUTION DESIGNATING THE PROPERTY TAXES GENERATED BY THE MILLS
PROPERTY “ANNEXATION AREA” TO THE PARK DEDICATION FUND**

WHEREAS, Joint Resolution No. 05:06 was adopted by the Brainerd City Council and Crow Wing Township Board of Supervisors in January of 2006 for the purpose of designating an area for orderly annexation referred to as the Mills Property; and

WHEREAS, Section 13 of said resolution stated that “For five years following approval of the “Annexation Area”, property taxes on the property will be dedicated to park development.”; and

WHEREAS, Joint Resolution No. 34:10 was adopted by the Brainerd City Council and Crow Wing Township Board of Supervisors in June of 2010 to extend the timeline contained in Section 13 for an additional 5 years to allocate property taxes on the property that will be dedicated to park development for a total of 10 years; and

WHEREAS, The land was annexed into the City of Brainerd and Resolution No. 34:10 was voluntarily entered into with the Township; and

WHEREAS, Resolution No. 59:17 was adopted by the Brainerd City Council in October 2017 that property taxes generated on the “Annexation Area” will be transferred to the Park Dedication Fund through 2021.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Brainerd that property taxes generated on the “Annexation Area” will be transferred to the Park Dedication Fund for tax years 2022-2026.

Adopted this ____ day of January 2023

President of the Council

Approved this ____ day of January 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: January 3, 2023

Title of Item: Authorize Signatures on Joint Services Agreements with Baxter and Nisswa

Agenda	Action Requested:	
☐ CONSENT AGENDA	☒ Approve/Deny Motion	☐ Direction Requested
☐ P&F COMMITTEE	☐ Adopt Resolution (attach draft)	☐ Discussion Item
☐ SPW COMMITTEE	☐ Ordinance 1 st Reading	☐ Hold Public Hearing*
☒ MAIN AGENDA	<i>*provide copy of published hearing notice</i>	

Submitted by: Jennifer Bergman

Department: Administration

Presenter: Jennifer Bergman

Estimated Time Needed: 5 Minutes

Summary of Issue:

At the November 21, 2022 council meeting, Council directed Staff to renew joint prosecution services agreements with Baxter and Nisswa using a 3-year average based on the number of hours and implementing a 10% administrative fee.

Staff meet with representatives from Baxter and Nisswa. The terms of the agreements were agreed to, with the exception of the 10% administrative fee. They understood the need for an administrative fee but requested we set it at 5% as opposed to 10%.

Alternative, Options, Effects on Others/Comments:

The City's of Nisswa and Baxter have approved their agreements.

Recommended Action/Motion:

Authorize appropriate signatures on Joint Prosecution Services Agreement with the Baxter and Nisswa.

Financial Impact:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$4,102

Is this budgeted? (Please Explain) The City budgeted for a 10% administrative fee and only a 5% was approved.

Joint Prosecution Services Agreement

This Agreement is entered into by and between the Cities of Brainerd, Baxter and Nisswa, each a Minnesota municipal corporation, as of the effective date set forth below.

Recitals

- A. The Cities of Brainerd, Baxter and Nisswa have jointly contracted to share prosecution services for various offenses since 1991 and wish to continue doing so.
- B. Historically, these prosecution services were provided by legal counsel appointed by, and under contract with, the City of Brainerd, and Brainerd is willing to continue that arrangement subject to the terms of this Agreement.

Agreement

- 1. Purpose. The purpose of this Agreement is to create a mechanism for providing cost-effective prosecution services for Brainerd, Baxter and Nisswa. All former agreements concerning such services between the three cities are hereby terminated.
- 2. Shared Services.
 - a. Brainerd shall contract with a licensed attorney to provide prosecution services for the three cities. The services are for prosecution of petty misdemeanors, misdemeanors, DAC-IPS (Driving After Cancellation – Inimical to Public Safety) actions, theft cases between \$500 and \$1,000, theft cases designated as gross misdemeanors involving receipt of stolen property, check forgery, financial transaction card fraud, school bus stop arm violations, no insurance charges, and gross misdemeanors for DUI offenses, that occur within the jurisdictional limits of the three cities.
 - b. Brainerd shall have sole discretion over the choice of prosecution counsel and the terms of the prosecutor's contract, except as provided herein.
 - c. Brainerd shall arrange for the prosecutor to report to Brainerd the information necessary to calculate the cost split between Brainerd, Baxter and Nisswa.
- 3. Term.
 - a. This Agreement shall commence on January 1, 2023, and continue through December 31, 2025, unless otherwise terminated as provided herein.

- b. This Agreement shall terminate in the event the prosecution contract between Brainerd and prosecution counsel is terminated prior to December 31, 2025, and (i) Brainerd is unable to secure a substitute prosecution contract acceptable to Brainerd; or (ii) the replacement prosecutor declines to provide prosecution services to all three parties to this Agreement. In the event of early termination, the parties shall divide the cost of prosecution services rendered, as provided in Section 4 below, except that the prosecutor's report shall be provided within 60 days of termination and Baxter's and Nisswa's payments of their respective shares shall be made to Brainerd within 30 days thereafter.

4. Cost Share.

- a. The total cost of the Legal Services Agreement between Brainerd and prosecution counsel shall be divided between Brainerd, Baxter and Nisswa based on each party's respective share of the prosecutor's case load, based on 3-year rolling average
 - i. Total cost is defined as the total amount paid by Brainerd to prosecution counsel for prosecution services rendered under the Legal Services Agreement for a given calendar year, including fees and all allowed out-of-pocket costs, plus a 5% administrative fee for Brainerd's administration of this agreement.
 - ii. The case load for each party is determined by the number of hours spent prosecuting cases handled by the prosecutor for each respective party plus the costs associated with those cases.
 - b. Brainerd shall provide Baxter and Nisswa with the previous year's statistics by October 15th, along with the total estimated cost of the next year's prosecution services and each party's respective share. The report shall set forth the individual cases handled by the prosecutor for each party.
 - c. Based on the above calculation, Baxter and Nisswa shall forward one quarter of their respective annual cost to Brainerd by the end of each calendar quarter.
5. Dispute Resolution. In the event a party disputes the prosecutor's report or the division of cost, the parties shall meet and confer, with the prosecutor, and attempt to resolve the issues informally. This informal conference is required prior to taking any further action under this Agreement. In the event the issues are not resolved, the parties shall attempt to mediate with a third-party mediator, unless all parties waive mediation in writing. The cost of mediation shall be split evenly between the parties. In the event mediation is unsuccessful, any party may resort to any legal remedy allowed by law.

6. Disbursement of Funds. Any excess funds paid to Brainerd shall be returned to the party submitting the funds, subject to that party's financial obligations under this Agreement.

7. Liability.

- a. Hold Harmless. Each Party shall be liable for its own acts to the extent provided by law and, to the extent allowed by law, hereby agrees to defend, indemnify and hold harmless other Party, and its officers, employees and agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees, which the other Party may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, and its officers, employees or agents, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall require a Party to defend, indemnify or hold harmless the other Party for the other Party's own acts or omissions.
- b. Liability Limits. It is understood and agreed that the Parties' liability shall be limited by the provisions of Minnesota Statutes, chapter 466, and/or other applicable law. The hold harmless provision of this Agreement does not constitute a waiver by any Party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a) as amended. Each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. Each Party agrees to promptly notify the other Party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other Party, and arising out of acts or omissions related to this Agreement.

City of Brainerd

Dave Badeaux, Mayor

Dated: _____

Jennifer Bergman,
City Administrator

City of Baxter

Darrel Olson, Mayor

Dated: _____

Bradley Chapulis, City Administrator

City of Nisswa

Fred Neidmann, Mayor

Dated: _____

Jenny Max, City Administrator

306028