

CITY COUNCIL AGENDA

Brainerd, Minnesota
October 3, 2016
7:30 P.M.
Brainerd City Hall
Council Chambers

Showcasing Brainerd – 7:15 P.M.

Brainerd Ace Hardware

_____ S. Hilgart
_____ M. Koep
_____ D. Pritschet
_____ K. Bevans
_____ G. Johnson
_____ C. Borkenhagen
_____ G. Scheeler
_____ Mayor Menk

1. Call to Order – 7:30 P.M.
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda – Voice Vote
5. Consent Calendar (NOTICE TO PUBLIC) – All matters listed are considered routine by the Council and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to be ADOPTED BY ROLL CALL
 - A. Approval of the Minutes of the Regular Meeting held on September 19, 2016, as distributed
 - B. Approval of Licenses – (See Attachment)
 1. Contractor's Licenses – 1 – New
 2. Contractor's Licenses – 6 – Renewals
 - C. Department Activity Reports – (See Attachments)
 1. Mayor
 2. Fire Chief
 3. Park Director

6. Council Committee Reports

A. Personnel and Finance Committee

1. Approval of Bills & Payments to Contractors

Contractor	IMP #	Project	Amount	Total Retained
Braun Intertec	14-15	Airport Utility Ext thru 9/9	\$3,903.50	\$0

2. Request to Purchase HR Software & Authorize New Voluntary Benefits

3. Vehicle Lease Review

4. Fire Department – One Year Probation of Paid On-call Firefighter Josh Stangel

5. Discussion of Fund Balance Policy

6. Status Report on Facilities Committee

B. Safety and Public Works Committee

1. 2016 Nuisance Abatement Resolution

2. Lakeview Lane Vacation – Public Hearing to be held at City Council Meeting

3. Sewer Connection Cost at 411 SE 13th Street

4. Improvement 16-09 – Buffalo Hills Assessment Methodology

5. Detachment/Annexation of BPU Property

7. Unfinished Business

A. Public Hearing – To Consider the Vacation of a Portion of Lakeview Lane (Attachment Included in Safety and Public Works Packet)

B. Call for Applicants – Informational:

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

Cable TV Advisory Committee – 1 Term to expire 12/31/2016

Rental Dwelling Board of Appeals – 1 “Tenant Representative” Term to expire 12/31/16

Ad Hoc Walkable Bikeable City Committee

8. New Business

A. Downtown Grant Agreement – Jennifer Bergman, HRA

9. Planning Commission

- A. Request for Variance – Submitted by Essentia Health/St. Joseph’s Medical Center 523 N. 3rd Street, Brainerd, MN 56401 to Modify the Screening Requirements for its 501 N 4th Street Parking Lot**
- B. First Reading – Proposed Ordinance No. 1462 – Request from Mr. Joe Hess to Rezone the Property Located at 310 N. 6th Street from R-1 (Single Family) Residential to R3 (High Density Residential)**

10. Public Forum: Time allocated for citizens to bring matters not on the agenda to the attention of the Council – Time limits may be imposed.

11. Staff Reports – Written
(Verbal: Any Updates since Packet)

12. Council Member Reports

13. Adjourn – To Closed Session Pursuant to M.S. 13D.03 for Labor Negotiation Strategy

NOTE: Safety and Public Works Committee will meet at 6:45 P.M.
Personnel and Finance Committee will meet at 6:40 P.M.

**ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,
PLEASE CALL 828-2307.**

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”

**Brainerd, MN
September 19, 2016**

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 Scheeler.

Upon roll call, the following members were noted as present: Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler. Mayor Menk was also noted as present.

The Chair opened the meeting with the Pledge of Allegiance to the Flag.

City Administrator Thoreen announced a list of corrections to the September 9, 2016 meeting minutes; however, Council Member Bevans called for point of order, stating that the agenda should be approved prior to these corrections being called for and approved based on the draft minutes being part of the Consent Calendar.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA AS PRESENTED.

Alderman Bevans stated that, per City Attorney, the proper way to make corrections to the draft minutes is to remove that item from the Consent Calendar by roll call and vote on both items separately.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON TO ADOPT THE CONSENT CALENDAR WITH "ITEM A" REMOVED.

B. Approval of Licenses – (See Attachment)

1. Contractor's Licenses – 2 – Renewals

C. Department Activity Reports – (See Attachments)

1. Police Chief
2. Finance Director
3. City Administrator

D. Minnesota Lawful Gambling Application to Conduct Excluded Bingo – Submitted by Lakes Area USBC Bowling Association to Conduct Excluded Bingo on November 14-18, 2016 and March 20-24, 2017 – Approval of

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted "aye." No member voted "nay." The Chair declared the motion carried.

A. Approval of the Minutes of the Regular Meeting held on September 6, 2016, and the Budget Workshop held on September 12, 2016, as distributed

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BEVANS TO APPROVE THE MINUTES OF THE REGULAR MEETING HELD ON SEPTEMBER 6, 2016, AND THE BUDGET WORKSHOP HELD ON SEPTEMBER 12, 2016, WITH THE FOLLOWING CORRECTIONS:

September 6, 2016 Meeting:

- Page 2 – LMCIT Renewal, the word **International** should be **Insurance**.
- Page 2 – Computer Security/End Point Protection, the word **Informational** should be **Information**
- Page 2 – Subordination Agreement, the address of 2818 Clara Street should be included in the motion.
- Page 5 – Bids for Improvement 15-11 reads, “should be returnable on Monday, September 19, 2016 at 4:30 P.M.” – Time should be omitted

September 12, 2016 Meeting:

- Add Fire Chief Holmes to those listed as present

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted “aye.” No member voted “nay.” The Chair declared the motion carried.

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills, Transfer of Funds & Payments to Contractors – Approved

General Fund to Public Safety Fund	\$365,000.00
General Fund to Park Fund	\$45,000.00
General Fund to Street & Sewer	\$50,000.00
General Fund to Airport Fund	<u>\$12,960.00</u>
	\$472,960.00

Parking Lot Fund to Street & Sewer Fund	\$4,308.89
Parking Lot Fund to Construction Fund	\$1,633.14
Fire Capital to General Capital	<u>\$100,000.00</u>
	\$105,942.03

<u>Contractor</u>	<u>IMP #</u>	<u>Project</u>	<u>Amount</u>	<u>Total Retained On Project</u>
CWC Hwy				
Dept	14-09	Novotny Rd to CSAH 19 – Final	\$33,960.00	0
Tom's				
Backhoe	14-15	Airport Util Ext thru 8/31	\$557,748.41	\$29,355.18

MOVED AND SECONDED BY ALDERMEN KOEP AND JOHNSON TO APPROVE PAYMENT OF BILLS, TRANSFER OF FUNDS AND PAYMENTS TO CONTRACTORS AS RECOMMENDED BY THE PERSONNEL AND FINANCE COMMITTEE.

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted “aye.” No member voted “nay.” The Chair declared the motion carried.

Computer Security/End Point Protection – Authorize Purchase of Necessary Licensing/Software/Hardware to Add Cisco Endpoint Protections Security Network at a Cost Not to Exceed \$17,223 – Approved

MOVED AND SECONDED BY ALDERMEN KOEP AND PRITSCHET, DULY CARRIED, TO AUTHORIZE THE PURCHASE OF NECESSARY LICENSING/SOFTWARE/HARDWARE TO ADD CISCO ENDPOINT PROTECTIONS SECURITY NETWORK AT A COST NOT TO EXCEED \$17,223.

Resolution No. 39:16 Adopted – Decertifying Tax Increment Financing District No. 4-14/Brainerd Oaks – Effective December 31, 2016

MOVED AND SECONDED BY ALDERMEN KOEP AND PRITSCHET TO ADOPT RESOLUTION NO. 39:16 – DECERTIFYING TAX INCREMENT FINANCING DISTRICT NO. 4-14/BRAINERD OAKS.

RESOLUTION NO. 39:16

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted “aye.” No member voted “nay.” The Chair declared the motion carried and the resolution adopted.

Insurance Options Follow Up – No Action Taken

Committee Chair Koep reported that Committee recommends no action is taken until an appraisal is completed by the League of MN Cities on the insurance of City Hall.

Police Department – Purchase In-Squad Video with DWI Forfeiture Funds – Authorize Use of up to \$22,000 to Purchase and Install Four New Systems as Requested – Approved

MOVED AND SECONDED BY ALDERMEN KOEP AND JOHNSON, DULY CARRIED, TO AUTHORIZE THE USE OF NOT MORE THAN \$22,000 FROM DWI FORFEITURE FUNDS TO PURCHASE AND INSTALL FOUR NEW IN-SQUAD VIDEO SYSTEMS IN POLICE DEPARTMENT VEHICLES.

Safety and Public Works Committee Report

Resolution No. 40:16 Adopted – Accepting Bid in the amount of \$48,921.50 from DeChantal Excavating LLC for the O Street Sanitary Sewer Receptor Replacement Project for Improvement 15-11

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT RESOLUTION NO. 40:16 – ACCEPTING THE BID IN THE AMOUNT OF \$48,921.50 FROM DECHANTAL EXCAVATING LLC FOR THE O STREET SANITARY SEWER RECEPTOR REPLACEMENT PROJECT FOR IMPROVEMENT 15-11.

RESOLUTION NO. 40:16

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted "aye." No member voted "nay." The Chair declared the motion carried and the resolution adopted.

Committee Chair Bevans reported that this will be paid from the SAC fund.

Resolution No. 41:16 Adopted – Declaring Costs to be Assessed and Ordering a Public Hearing to be held at 7:30 P.M. on October 17, 2016 for Improvement 14-08 and 14-09

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN TO ADOPT RESOLUTION NO. 41:16 – DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENTS AND ORDERING A PUBLIC HEARING TO BE HELD ON OCTOBER 17, 2016 FOR IMPROVEMENT 14-08 AND IMPROVEMENT 14-09.

RESOLUTION NO. 41:16

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted "aye." No member voted "nay." The Chair declared the motion carried and the resolution adopted.

Resolution No. 42:16 Adopted – Declaring Costs to be Assessed and Ordering a Public Hearing to be held at 7:30 P.M. on October 17, 2016 for the Downtown Special Services District

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT RESOLUTION NO. 42:16 – DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENTS AND ORDERING A PUBLIC HEARING TO BE HELD ON OCTOBER 17, 2016 TO DISCUSS PROPOSED ASSESSMENTS FOR THE DOWNTOWN SPECIAL SERVICES DISTRICT.

RESOLUTION NO. 42:16

Upon roll call, members Hilgart, Koep, Pritschet, Bevans, Johnson, Borkenhagen and Scheeler voted "aye." No member voted "nay." The Chair declared the motion carried and the resolution adopted.

2016 Nuisance Assessments – Set Public Hearing to be held at 7:30 P.M. on October 17, 2016 – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO HOLD A PUBLIC HEARING AT 7:30 P.M. ON OCTOBER 17, 2016 TO DISCUSS THE 2016 NUISANCE ASSESSMENTS.

Improvement 16-09 – Buffalo Hills Lane Construction – Informational

Committee Chair Bevans reviewed Committee's discussion on the following items following a request for feedback as requested by staff:

1. Preferred project limits
2. Preferred design section

3. Drainage related issues and how to fund them
4. Assessment methodology
5. Project timing

Following Council discussion on the same, Committee Chair Bevans stated that there will be further discussions on this project before any final decisions are made.

Event/Street Closure Application – Sunday, September 25, 2016 at 607 Holly Street – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO APPROVE THE EVENT/STREET CLOSURE APPLICATION FOR AN EVENT AT HOLLY STREET BETWEEN NORTH 6TH AND NORTH 7TH STREET ON SUNDAY, SEPTEMBER 25, 2016 FOR A PRIVATE AUCTION.

Unfinished Business

Call for Applicants – Informational:

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

Cable TV Advisory Committee – 1 Term to expire 12/31/2016

Rental Dwelling Board of Appeals – 1 “Tenant Representative” Term to expire 12/31/16

Ad Hoc Walkable Bikeable City Committee

New Business

2017 Preliminary Levy and Budget:

Resolution No. 43:16 Adopted – Setting the Amount for the City’s 2017 Preliminary Levy at \$5,373,778 plus \$121,407 for the HRA

MOVED AND SECONDED BY ALDERMEN HILGART AND BEVANS TO ADOPT RESOLUTION NO. 43:16 – SETTING THE CITY OF BRAINERD’S 2017 PRELIMINARY LEVY AT \$5,373,778 PLUS \$121,407 FOR THE HRA.

Mayor Menk reminded the Council that the levy amount can always be reduced but not raised.

City Administrator Thoreen stated that staff will work within the budget set by Council and discussed options that staff can work on prior to the final levy to be set in December.

Council discussion was held.

RESOLUTION NO. 43:16

Upon roll call, members Hilgart, Koep, Bevans, Johnson, Borkenhagen and Scheeler voted “aye.” Members Pritschet and Borkenhagen voted “nay.” The Chair declared the motion carried and the resolution adopted.

Set Date for Budget Public Hearing – To be held on Monday, December 12, 2016 at 6:00 P.M. in the City Hall Council Chambers – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO HOLD THE BUDGET PUBLIC HEARING ON MONDAY, DECEMBER 12, 2016 AT 6:00 P.M.

Public Forum

The Chair recognized Mr. John Mitchel, 602 ½ Laurel Street, Brainerd, who expressed concern over Brainerd not having a homeless shelter.

Following Council discussion, it was determined that the item will appear on a future Safety and Public Works Committee agenda.

Staff Reports – Written

City Administrator Thoreen recognized the students present in the audience. He discussed the process of committees and city council procedures and reminded the students that are of voting age to take part in that civic obligation and right to do so.

Council Member Reports

Council Member Hilgart stated that she had attended the “Business After Hours” at the Airport which was a great event.

Council Member Bevans reminded the Council of the joint meeting between the Safety and Public Works Committee and the Walkable Bikeable Committee meeting which the meeting is being adjourned to.

Council Member Koep reminded the Council that the Arboretum open house for the new “fitness trail” will be held from 2:00 P.M. to 3:00 P.M. on Wednesday, September 28, 2016.

Mayor Menk stated that the “Brainerd’s Request for the Detachment and Annexation of BPU Property” is on the Baxter City Council agenda for their meeting on Tuesday, September 20, 2016 at 7:00 P.M. He stated that he will attend and asked for anyone else interested to please let him know.

Mayor Menk stated that the Council of Brainerd is a Charter City, meaning he acts as the executor of the Council Members who act as legislature. He stated that based on this, he has the next five days to decide if he will accept or decline the recommendation for the 3% preliminary levy set this evening. Should he choose to decline the action, the Council will need to hold a special meeting. He stated that he will be reviewing the information and keep the Council posted on his decision.

Adjourn – To Joint Meeting of the Walkable Bikeable City Committee and Safety and Public Works Committee to be held at 6:00 P.M. on Monday, September 26, 2016 in the City Hall Conference Room.

The Chair adjourned the meeting at 8:06 P.M.

JAMES M. THOREEN
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
October 3, 2016

(1 New, 6 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
MUDGETT MASONRY LLC 12668 43RD AVE PILLAGER, MN 56473 16-0198 (New)	(218) 839-0226	MASO	6/7/2017	12/31/2016	
CLARK EXCAVATING, LLC 1515 120TH STREET SW BRAINERD, MN 56401 16-0199	(218) 829-8718	EXCA	1/20/2017	12/31/2016	
CUMMINGS MASONRY 4205 MARYVILLE CT BRAINERD, MN 56401 16-0200	(218) 828-4795	MASO	8/1/2017	12/31/2016	
G&S EXCAVATING, LLC 4334 ROY LAKE DRIVE NISSWA, MN 56468 16-0201	(218) 963-3293	EXCA SSTS	4/1/2017	12/31/2016	2450
LAKES AREA ROOFING & GENERAL CONTR 10300 CROW WING HEIGHTS DR BRAINERD, MN 56401 16-0202	(218) 828-3577	GENL	3/27/2017	12/31/2016	
MN-KOTA CONCRETE, INC. 13263 460TH AVENUE FRAZEE, MN 56544 16-0203	(218) 334-8423	MASO	9/1/2017	12/31/2016	
C&D EXCAVATING, LLC 9964 COUNTY ROAD 108 BRAINERD, MN 56401 16-0204	(218) 821-3684	EXCA	6/10/2017	12/31/2016	



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MAYOR'S REPORT TO COUNCIL

For the October 3, City Council Meeting

I gave each of the Brainerd Council members a copy of a letter after the meeting on September 6 and asked for any comments. Hearing none and receiving no input I sent the letter to the Baxter council and the Baxter Mayor on September 8th. In the letter I formally asked the Baxter Council and Mayor to place the issue of the BPU property on their agenda. On September 20, Brainerd City Administrator Jim Thoreen and I attended the Baxter city council meeting in regards to the possible annexation of Brainerd's Wastewater Treatment plant. Shortly after we made our presentation, the Baxter council went into a closed session. There is some question if they overreached with the closed session but the outcome was that they will not do anything at the present time. Their decision was reported in the Brainerd Dispatch as well as the Baxter City Council minutes. I tried but it appears that I fail to get an agreement for Baxter to detach the property so we could annex it. If the Brainerd Council or the BPU wishes to do pursue any further action it will be up to their members.

On September 22, I along with several Brainerd dignitaries were invited to attend the pouring of the first five glasses of the Roundhouse Brewery's Oktoberfest newest beer, Der Zug (interpreted -The Train) in recognition of the breweries location. It was a fun event with a great attendance. For those that may not know, the Roundhouse Brewery is located in the NP Center.

Shortly after Labor Day, Dan Anderson announced that he was moving The Hockey House to the former Downtown Art Building on Laurel Street. They are presently working hard to open as soon as possible. I wish them all of the best and am certain that they will be a long lasting, positive addition to Brainerd's Downtown retail community.

If you have traveled 210 West, you may have noticed there is work being done on the half block lot next to Wendy's. I do not know if the business that will be located there has officially released its name but you can be assured that it will be a great addition to our community. I am looking forward to the ribbon cutting in the near future as it appears that the building is in a fast track mode.

I will be attending the League of Women Voters candidate forum Tuesday October 4th at 7 AM along with other candidates for Brainerd city council and Mayor. If you are up, please register to attend and listen to the presentations.

Thank You,

Ed Menk
Mayor
City of Brainerd

Brainerd Fire Department

To: Mayor and City Council
From: Tim Holmes, Brainerd Fire Chief
Date: September 29, 2016
Re: September 2016 Fire Department Monthly Report, To Date

The kids are back in school and fall is in the air. At the fire department we are continuing to work on improving our department and the service we provide. We will be wrapping up our Haz-Mat Operations certification with our practical testing being completed at the end of September and our written testing will be the first week of October.



Several from our Command Staff attended "16 Life Safety Initiatives – Developing a Culture of Safety" training provided by the League of MN Cities. The training was very good and we will be bringing the instructor to our department in early 2017. We also have 3 of our new firefighters starting EMS training.

Chief Holmes met with the Baxter Police Department during their staff training. The goal was to educate their department about our fire department and to build our relationship with them. The training and interaction was very beneficial. Chief Holmes also attended the Business After Hours at the Brainerd Lakes Regional Airport.

We have started off the fire prevention season strong with several presentations at Kinder Club at Washington School; Garfield School 1st – 4th grade; Baxter School 1st – 2nd grade; Riverside School Kindergarten – 4th grade; and Endeavor Place. We also provided fire extinguisher training to The Morning Group at The Senior Center.

On September 12, the fire truck chassis was delivered to Custom Fire and they have started building our new engine.



On September 25 the State took time to remember all the fallen firefighters and honor them for their ultimate sacrifice for their communities.



Minnesota Fallen Firefighters Memorial in St. Paul.

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

Structure Fire	2
Kitchen Fire	1
Grass Fire	1
Accident with Injuries	1
Public Service	4
Smoke Scare	1
Good Intent Call	3
Canceled Enroute	5
Alarm Activation	11
Total	29

City of Brainerd Incident Report

Structure Fire	2
Public Service Assistance	4
Good Intent Call	2
Canceled En route	2
Alarm Activation	6
Total	16

Parks and Recreation Report

October 2016

Submitted by Tony Sailer, Director

- Twenty five people attended the informational meeting on Aug. 31 to hear about the scheduled selective harvest at Buffalo Hills-Lions Park and the adjoining ISD 181 property. Bid requests have been sent out to prospective loggers with a Sept. 30 deadline. Bids will be opened on Oct. 3.
- The Field 1 backstop at Memorial Park was damaged during the Aug. 4 storm. A telephone pole holding up the sun screen was also snapped. The estimate to repair the backstop is \$1,975.00; a new telephone pole is \$310; and a new sunscreen is about \$700. Because of strong winds, the sun screen often needs to be replaced once or twice a year. Staff proposed replacing the damaged apparatus with a sturdier backstop and sunscreen, using sun-blocking slats woven into the fence. The low bid is \$14,487 from Oberg Fence. The Park Board approved the low bid and voted to use Park Dedication funds for the project. The Park Dedication fund is currently at \$49,941.01.
- Capital Improvement Project funds were approved by the City Administrator to replace shingles and make other roof repairs to Pavilion #1 at Lum Park. The quote from Hy-Tec Construction is \$9,824.00. The project is expected to begin soon. If weather permits, staff will paint the pavilion walls once the roofing is completed.
- The Parks and Recreation director, assistant city engineer and a Brainerd police officer attended a Restorative Justice meeting regarding the two teenagers charged with cutting down trees along College Drive and in Kiwanis Park. The quote to replace the trees was \$5,595. The group decided that each individual will pay \$1,400.00 and provide 140 hours of community service. The individual from Baxter will complete his community service with the Park and Street departments. The individual from Minot, ND, will perform community service with that city's Public Works Department. Both individuals have until June 30 to fulfill the contract signed with Lakes Area Restorative Justice. Failure to fulfill the contract will result in the case being returned to the court system and the individuals would then face felony charges for the damages.
- Staff met with Greg Stoks of Aquatic Recreation regarding the Gregory Park fountain on Sept. 21. Mr. Stoks indicated the fountain bowl would not need to be replaced. He has provided a plan and estimate. Staff has been instructed to seek other quotes prior to announcing quotes for the project.
- Employees from Foster, Jacobs and Johnson, who were attending a state convention at Grand View Lodge, weeded and placed wood chips in one of roundabouts on College Drive as a team building exercise on Sept. 21. The company donated \$2,000 to purchase wood chips. Teen Challenge donated time to weed and place wood chips in the two other roundabouts.
- Staff has teamed with the Central Lakes College Occupational Skills program in which a student will work with the maintenance staff from 9:30 a.m. to 3:30 p.m. on Tuesdays and Thursdays through December. This is a volunteer position and the student receives college credits.
- The One-Hit Wonder co-rec softball tournament was cancelled due to lack of teams. It was replaced by the Foolin' Around co-rec tournament and six teams registered. The Foolin' Around tournament had a different format each inning, such as one inning players had to throw with the opposite hand, the next

inning they had to bat opposite handed, the next inning they ran the bases backwards, etc. The tournament fees were placed in the Field 3 softball light project fund. No paid staff worked the tournament.

- Work continues on repairing the Mills Field outer wall. Many areas of the wall and support posts were rotting out and nearly falling down. Funds for the repair come from the annual anonymous donation for Mills Field repairs in which \$15,759.34 is available for use.
- The 10th annual Great Pumpkin Festival is scheduled from 1-4 p.m. on Saturday, Oct. 15, at Gregory Park.
- The next Park Board meeting will be held on Oct. 18 (one week earlier than normally scheduled meetings) because the Director and Recreation Specialist will be attending the state convention the following week in Eagan. The 2017 state convention will be held at Cragun's Resort and Conference Center.

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

October 3, 2016
City Hall Conference Room
6:40 P.M.

1. Approval of Bills & Payments to Contractors

<u>Contractor</u>	<u>IMP #</u>	<u>Project</u>	<u>Amount</u>	<u>Total Retained</u>
Braun Intertec	14-15	Airport Utility Ext thru 9/9	\$3,903.50	\$0

2. Request to Purchase HR Software & Authorize New Voluntary Benefits
3. Vehicle Lease Review
4. Fire Department – One Year Probation of Paid On-call Firefighter Josh Stangel
5. Discussion of Fund Balance Policy
6. Update on Facilities

**COMMITTEES WILL ADJOURN BY 7:15 IN ORDER TO ATTEND “SHOWCASING
BRAINERD” PRESENTATION IN COUNCIL CHAMBERS**

PACKET: 03809 10/03/16 COUNCIL

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-241605	101-41940-2220	REPAIR & MAIN WALL PLATE, 2 BULBS	073429	12.13
		I-242024	101-42400-2210	OPERATING SUP KNEE PADS & DETECTOR LEAK	073429	22.03
01-0087	VISIT BRAINERD					
		I-AUGUST 2016	101-49200-3340	LODGING TAX R AUGUST 2016 LODGING	073498	1,398.07
01-0215	JANITORIAL SERVICES OF					
		I-414466	101-41940-3300	PROFESSIONAL AUGUST CLEANING SERVICE	073465	589.70
01-0227	LAKES PRINTING					
		I-00178413	101-42400-3350	PRINTING/LEGA 250 CORRECTION NOTICES	073472	239.60
01-0293	PITNEY BOWES RESERVE AC					
		I-9/22/16 REFILL	101-15500	PREPAID EXPEN POSTAGE REFILL 9/22/2016	073487	500.00
01-0307	CENTER POINT ENERGY/MIN					
		I-5942870-6/SEP 16	101-41940-3380	UTILITIES 8/18-9/19 HEAT	073448	49.39
		I-6031615-5/SEP 16	101-41940-3380	UTILITIES 8/18-9/19 HEAT	073448	22.19
01-0355	DAN'S SOD SERVICE					
		I-OCT 16	101-41940-3300	PROFESSIONAL SPRINKLER BLOW OUT CITY HALL	073458	150.00
01-0447	CDW GOVERNMENT, INC					
		I-PGW3583	101-49200-3438	MISC SPECIAL 2 TRIPP MOUNT SWIVEL ARMS	073447	83.02
		I-FHH8566	101-49200-3438	MISC SPECIAL LOGITECH PRO PRESENTER R800	073447	67.54
		I-FHQ4034	101-49200-3438	MISC SPECIAL AVER 5 MP USB POWERED DOC CAM	073447	166.07
01-1309	THOREEN, JAMES M.					
		I-10/7/16	101-41400-3330	PROFESSIONAL INITIATIVE FOUNDATION ANNIVERS	073491	75.00
		I-9/19/16	101-41940-2212	MOTOR FUELS LMC COMMITTEE MEETING - FUEL	073491	20.85
01-2257	U.S. BANK					
		I-SEP 16 ADM	101-41400-3330	PROFESSIONAL MNGFOA ANNUAL CONF - HILLMAN	073492	225.00
		I-SEP 16 ADM	101-41400-3330	PROFESSIONAL MNGFOA ACCT WRKSHP - JOHNSON	073492	30.00
		I-SEP 16 ADM	101-41940-3430	MISCELLANEOUS MENARDS - OFFICE SUPPLY SHELF	073492	19.94
		I-SEP 16 ADM	101-41400-2220	REPAIR & MAIN AMAZON - FOLDER MACHINE PARTS	073492	12.76
		I-SEP 16 ADM	101-41400-2220	REPAIR & MAIN OFFICEEQ- FOLDER MACHINE PARTS	073492	107.30
		I-SEP 16 ENG	101-49200-3438	MISC SPECIAL BEST BUY - COUNCIL CHAMB MONIT	073492	2,819.89
		I-SEP 16 ENG	101-42400-3433	DUES & SUBSCR DOLI - STOCKINGER SP ENG LIC	073492	20.00
		I-SEP 16 ENG	101-42400-3330	PROFESSIONAL DOLI FALL CONF - INSP DEPT	073492	255.00
		I-SEP 16 ENG	101-41700-3330	PROFESSIONAL MN MUNICIPAL UTIL SUPERVISOR S	073492	585.00
		I-SEP 16 ENG	101-49200-3438	MISC SPECIAL HOME DEPOT - COUNCIL CHAMB MIS	073492	213.54
		I-SEP 16 PLN	101-41910-3330	PROFESSIONAL LAND USE WORKSHOP	073492	80.00
		I-SEP 16 PLN	101-41910-3433	DUES & SUBSCR CONSTANT CONTACT	073492	20.00
01-3343	ARROW MANAGEMENT					
		I-20420	101-42400-3405	NUISANCES 5/31, 6/21, 7/21 1214 MILL AVE	073434	195.00
		I-20421	101-42400-3405	NUISANCES 5/24, 6/17, 7/19, 729 1108 OAK	073434	520.00

PACKET: 03809 10/03/16 COUNCIL

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3343	ARROW MANAGEMENT		continued			
		I-20422	101-42400-3405	NUISANCES 5/31, 6/21, 7/15, 7/29 408 2ND	073434	260.00
		I-20423	101-42400-3405	NUISANCES 6/1, 6/21, 7/20 - 1201 PINE ST	073434	195.00
		I-20424	101-42400-3405	NUISANCES 6/1, 7/29 - 601 10TH ST S	073434	130.00
		I-20425	101-42400-3405	NUISANCES 6/17 - 1001 7TH ST S	073434	65.00
		I-20426	101-42400-3405	NUISANCES 6/16 - 711 8TH AVE NE	073434	65.00
		I-20427	101-42400-3405	NUISANCES 6/21, 7/29 - 805 7TH ST S	073434	130.00
		I-20428	101-42400-3405	NUISANCES 6/21 - 1013 12TH ST SE	073434	65.00
		I-20429	101-42400-3405	NUISANCES 6/21 - 513 8TH ST S	073434	65.00
		I-20430	101-42400-3405	NUISANCES 6/22 - 1324 M ST NE	073434	65.00
		I-20431	101-42400-3405	NUISANCES 7/29 - 424 8TH ST N	073434	65.00
		I-20432	101-42400-3405	NUISANCES 6/6, 7/15, 7/29 - 212 2ND AVE	073434	195.00
		I-20433	101-42400-3405	NUISANCES 6/6, 7/6, 7/29 - 824 4TH AVE	073434	195.00
		I-20434	101-42400-3405	NUISANCES 6/6, 7/29 - 608 10TH AVE NE	073434	130.00
		I-20436	101-42400-3405	NUISANCES 6/6, 7/15 - 908 BLAIR CIRCLE	073434	130.00
		I-20437	101-42400-3405	NUISANCES 7/6 - 1408 LAUREL ST	073434	65.00
		I-20439	101-42400-3405	NUISANCES 8/4 - 511 L ST NE	073434	65.00
		I-20440	101-42400-3405	NUISANCES 6/3 - 468 TYROL DR	073434	65.00
		I-20441	101-42400-3405	NUISANCES 6/6 - 1318 8TH ST S	073434	65.00
		I-20442	101-42400-3405	NUISANCES 6/10 - 1415 MAPLE ST	073434	65.00
		I-20443	101-42400-3405	NUISANCES 7/6 - 2813 BLAIR ST	073434	65.00
		I-20622	101-42400-3405	NUISANCES 8/5 - 623 3RD AVE NE	073434	65.00
		I-20625	101-42400-3405	NUISANCES 8/23 - 2010 OAK ST	073434	65.00
		I-20626	101-42400-3405	NUISANCES 8/23 - 1108 OAK ST	073434	65.00
		I-20627	101-42400-3405	NUISANCES 8/23 - 1421 OAK ST	073434	65.00
		I-20632	101-42400-3405	NUISANCES 8/15 - 908 BLAIR CIRCLE	073434	65.00
		I-20633	101-42400-3405	NUISANCES 8/15 - 1208 MAPLE ST	073434	65.00
		I-20634	101-42400-3405	NUISANCES 8/15 - 1407 11TH AVE NE	073434	65.00
		I-20635	101-42400-3405	NUISANCES 8/30 - 424 8TH ST N	073434	65.00
		I-20636	101-42400-3405	NUISANCES 8/30 - 219 10TH ST N	073434	65.00
		I-20637	101-42400-3405	NUISANCES 8/17 - 624 9TH ST N	073434	65.00
		I-20639	101-42400-3405	NUISANCES 9/5 - 1201 PINE ST	073434	65.00
		I-20640	101-42400-3405	NUISANCES 9/6 - 429 C ST NE	073434	65.00
		I-20641	101-42400-3405	NUISANCES 9/6 - 1314 NORWOOD ST	073434	65.00
		I-20642	101-42400-3405	NUISANCES 9/9 - 823 9TH AVE NE	073434	65.00
		I-20643	101-42400-3405	NUISANCES 9/14 - 824 4TH AVE NE	073434	65.00
		I-20644	101-42400-3405	NUISANCES 9/9 - 601 10TH ST S	073434	65.00
		I-20645	101-42400-3405	NUISANCES 9/9 - 1108 OAK ST	073434	65.00
		I-20646	101-42400-3405	NUISANCES 9/9 - 2813 BLAIR ST	073434	65.00
		I-20647	101-42400-3405	NUISANCES 9/9 - 807 7TH ST S	073434	65.00
		I-20650	101-42400-3405	NUISANCES 9/21 - 623 3RD AVE NE	073434	65.00
01-3413	RATWIK, ROSZAK AND MALO					
		I-59244	101-41610-3301	CITY ATTORNEY AUGUST ATTORNEY SERVICES	073489	478.96
		I-AUGUST 2016	101-14100	DUE FROM COMP HRA AUGUST ATTORNEY RETAINER	073489	123.25
		I-AUGUST 2016	101-14100	DUE FROM COMP BPU AUGUST ATTORNEY RETAINER	073489	101.50
		I-AUGUST 2016	101-41610-3301	CITY ATTORNEY AUGUST ATTORNEY RETAINER	073489	3,541.16
01-3469	LAKES AREA MAT SERVICE					

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FUND : 101 GENERAL FUND

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044

FUND	101	GENERAL FUND	TOTAL:	16,288.71
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PACKET: 03809 10/03/16 COUNCIL

VENDOR SET: 01

FUND : 203 TRANSIT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0086	CITY OF BRAINERD					
		I-201641	203-49000-3300	PROFESSIONAL JAN-SEP ATTORNEY FEES	073450	391.50
		I-201641	203-49000-2200	OFFICE SUPPLI JAN-SEP OFFICE SUPPLY PRINTING	073450	341.40
		I-OCTOBER 2016	203-49000-3410	RENTAL EXPENS OCTOBER TRANSIT RENT	073450	500.00
01-0227	LAKES PRINTING					
		I-00178346	203-49000-2210	OPERATING SUP 5000 TRANSIT PASSES	073472	162.20
01-0232	LEAGUE MN CITIES INS TR					
		I-CA 19996	203-49000-3430	MISCELLANEOUS BUS #118 STRUCK CLAIMANTS VEH	073473	1,000.00
01-1965	NORTH CENTRAL BUS SALES					
		I-233270	203-49000-2210	OPERATING SUP DELUXE SLIDE	073482	479.95
				FUND 203 TRANSIT FUND	TOTAL:	2,875.05

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FUND : 211 LIBRARY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-242007	211-45500-2220	REPAIR & MAIN SCREWS	073429	9.44
01-0102	CANON FINANCIAL SERVICE					
		I-16475443	211-45505-3430	MISC - COPY M CONTRACT CHARGE	073446	92.98
01-0307	CENTER POINT ENERGY/MIN					
		I-6032449-8/SEP 16	211-45500-3380	UTILITIES HEAT 8/18-9/19	073448	75.22
01-0344	WASTE PARTNERS INC					
		I-68X01448	211-45500-3430	MISCELLANEOUS WASTE DISPOSAL AUGUST	073499	70.14
01-0355	DAN'S SOD SERVICE					
		I-91916	211-45500-2220	REPAIR & MAIN SPRINKLER BLOWOUT	073458	150.00
01-2257	U.S. BANK					
		I-SEP 16 LIB	211-45505-3430	MISC - COPY M DEMCO - BOOK ENDS	073492	187.35
		I-SEP 16 LIB	211-45505-3430	MISC - COPY M MYDRIVERSMANUAL - DRIVER MANUA	073492	258.11
		I-SEP 16 LIB	211-45501-3430	MISC - SPECIF DEMCO - CHILDRENS POSTERS EARL	073492	105.40
		I-SEP 16 LIB	211-45505-3430	MISC - COPY M DEMCO - BOOK ENDS	073492	53.43
		I-SEP 16 LIB	211-45500-2200	OFFICE SUPPLI AMAZON - CONF ROOM SIGNS	073492	54.98
01-2531	BOOK PAGE					
		I-S26718	211-45503-3430	MISC - USE OF BOOK PAGE HANDOUT	073443	300.00
01-3438	D - D BEVERAGE, LLC					
		I-77006	211-45500-2220	REPAIR & MAIN SOAP AND TISSUE	073456	197.80
				FUND 211 LIBRARY FUND	TOTAL:	1,554.85

PACKET: 03809 10/03/16 COUNCIL

VENDOR SET: 01

FUND : 223 DRUG FORFEITURE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0086	CITY OF BRAINERD					
		I-ICR: 15015183	223-22800	OTHER LIABILI ICR: 15015183 TOW	073450	38.00
		I-ICR: 15015183	223-22800	OTHER LIABILI ICR: 15015183	073450	51.10
01-0136	CWC ATTORNEY					
		I-ICR: 15015183	223-22800	OTHER LIABILI ICR: 15015183	073454	14.60
01-0586	MN STATE TREASURER					
		I-ICR: 15015183	223-22800	OTHER LIABILI ICR: 15015183	073480	7.30
				FUND 223 DRUG FORFEITURE	TOTAL:	111.00

PACKET: 03809 10/03/16 COUNCIL
 VENDOR SET: 01
 FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE	I-241962	225-42120-2220	REPAIR & MAIN FLAG	073429	30.59
01-0079	BRAINERD LICENSE OFFICE	I-480KKY/2016	225-42120-2221	SQUAD CAR REP SQD 499 - REG/RENEWAL	073444	11.00
		I-917PJM/2016	225-42120-2221	SQUAD CAR REP SQD 924 - REG/RENEWAL	073444	11.00
01-0102	CANON FINANCIAL SERVICE	I-16475444	225-42220-3331	LEASE PAYMENT OCTOBER COPIER LEASE	073446	66.23
01-0136	CWC ATTORNEY	I-ICR: 15012465	225-22800	OTHER LIABILI ICR: 15012465	073454	17.40
01-0209	HEARTLAND TIRE INC.	I-68868	225-42120-2221	SQUAD CAR REP SQD 416 - 2 TIRES	073461	342.06
01-0226	LAKES AREA MAT SERVICE	I-#580: 20160906	225-42120-3430	MISCELLANEOUS #580 - POLICE MAT SERVICE	073470	40.15
		I-#580: 20160920	225-42120-3430	MISCELLANEOUS #580 - POLICE MAT SERVICE	073470	40.15
01-0242	MALLIE LAW OFFICE, PA	I-OCTOBER 2016	225-42127-3310	MISDEMEANOR P OCTOBER 2016	073475	14,973.44
01-0244	MARTIN COMMUNICATIONS I	I-104618	225-42120-2220	REPAIR & MAIN PORTABLE RADIO REPAIR	073476	72.00
		I-44975	225-42120-2220	REPAIR & MAIN PORTABLE RADIO REPAIR	073476	78.33
01-0253	MILLS AUTOMOTIVE GROUP	I-467166	225-42220-2220	REPAIR & MAIN '16 FORD OIL CHANGE	073478	44.69
01-0265	OFFICE OF ENTERPRISE TE	I-W16080730	225-42127-3430	MISC - PROSEC AUGUST CITY PROSECUTOR PHONE	073484	63.90
01-0307	CENTER POINT ENERGY/MIN	I-5956221-5/SEP 16	225-42120-3380	UTILITIES HEAT 8/18-9/19	073448	16.44
		I-6004720-6/SEP 16	225-42220-3380	UTILITIES 8/18-9/19 MAIN STATION HEAT	073448	22.75
01-0322	STREICHERS PROF EQUIP	I-I1226543	225-42120-1113	UNIFORM ALLOW 720PC - INITIAL ISSUE	073490	1,528.25
		I-I1227557	225-42120-1113	UNIFORM ALLOW 720PC - INITIAL ISSUE	073490	15.98
01-0586	MN STATE TREASURER	I-ICR: 15012465	225-22800	OTHER LIABILI ICR: 15012465	073480	8.70
01-0651	KLEFFMAN, CHAD	I-SEPT 2016	225-42120-1113	UNIFORM ALLOW 719 - INVESTIGATOR UNIFORMS	073467	208.28
01-0888	WEST BRAINERD AUTO SERV	I-28075	225-42120-3430	MISCELLANEOUS TOW: ICR 16012670 FLEEING	073500	45.00

PACKET: 03809 10/03/16 COUNCIL
 VENDOR SET: 01
 FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISCELLANEOUS VENDOR					
	B&C DAIRY FARMS LL	I-09262016	225-42225-3330	PROFESSIONAL LIVE BURN STRAW BALES	073442	75.00
01-1171	KEEPRS, INC/CY'S UNIFOR					
		I-316433-05	225-42120-1113	UNIFORM ALLOW 718TK - INITIAL ISSUE	073466	374.38
01-1217	CWC AUDITOR-TREASURER					
		I-588	225-42120-3309	COMPUTER TECH LETG RMS BASE FEE & 15 MOBILES	073455	15,900.00
01-1343	CHARTER COMMUNICATIONS					
		I-SEP 2016	225-42220-3380	UTILITIES 9/24-10/23 NE STATION TV	073449	7.35
01-1384	MARTIN-MCALLISTER					
		I-10604	225-42120-3300	PROFESSIONAL POLICE ASSESS/POTENTIAL NEW HI	073477	500.00
01-1388	HEIMAN INC.					
		I-0850587-IN	225-42220-2210	OPERATING SUP 2 FLOODLIGHTS	073462	100.00
01-1453	AMERICAN DOOR WORKS					
		I-0168618-IN	225-42120-2220	REPAIR & MAIN OVERHEAD DOOR SERV/MAINT	073430	161.05
01-1815	F.I.R.E. CROSSLAKE					
		I-1977	225-42225-3330	PROFESSIONAL EMR X 4 POC	073459	2,100.00
01-1912	MINNEAPOLIS FINANCE DEP					
		I-400451000402	225-42120-3309	COMPUTER TECH AUGUST APS COMP SUPPORT	073479	543.60
01-2110	CRANKSHAFT CUSTOMS, LLC					
		I-1006	225-42220-2220	REPAIR & MAIN E4 RADIATOR INSTALL	073452	1,203.16
		I-1007	225-42220-2220	REPAIR & MAIN E1 OIL CHANGE/GENERATOR MUFFLE	073452	788.19
		I-1010	225-42220-2220	REPAIR & MAIN R2 OIL CHANGE, EXHAUST REPAIR,	073452	248.58
		I-1010	225-42220-2220	REPAIR & MAIN L1 HYDRAULIC CYLINDER REPAIR	073452	451.77
		I-1011	225-42220-2220	REPAIR & MAIN T1 OIL CHANGE, OIL SEALS	073452	206.44
01-2257	U.S. BANK					
		I-SEP 16 ADM	225-42220-3309	COMPUTER TECH BOX.NET - WEB SUPPORT ATTORNEY	073492	15.00
		I-SEP 16 FD	225-42220-2210	OPERATING SUP FIRESTORE - TURNOUT GEAR WASH	073492	131.35
		I-SEP 16 FD	225-42220-3330	PROFESSIONAL FRED PRYOR - OSHA COMPLIANCE	073492	134.00
		I-SEP 16 FD	225-42220-3322	POSTAGE USPS - POSTAGE	073492	28.20
		I-SEP 16 FD	225-42220-2210	OPERATING SUP MN SEW - VACUUM BAGS & BELT	073492	26.99
		I-SEP 16 FD	225-42220-3322	POSTAGE UPS - SHIPPING CHARGE	073492	71.41
		I-SEP 16 PD	225-42120-3322	POSTAGE POSTMASTER - POSTAGE	073492	6.45
		I-SEP 16 PD	225-42128-3430	MISC - K9 PRO MILLS - K9 SUPPLIES	073492	73.98
		I-SEP 16 PD	225-42120-2200	OFFICE SUPPLI VISTAPRINT - COURTESY PARK PER	073492	97.61
		I-SEP 16 PD	225-42120-2200	OFFICE SUPPLI VISTAPRINT - CREDIT SALES TAX	073492	7.14-
		I-SEP 16 PD	225-42120-3322	POSTAGE POSTMASTER - POSTAGE	073492	6.47
		I-SEP 16 PD	225-42125-3430	MISC - BIKE P GALLS - 717 UNIFORM PANTS	073492	99.99
		I-SEP 16 PD	225-42120-2210	OPERATING SUP TRANSUNION - SSN #'S PARKING T	073492	25.00
		I-SEP 16 PD	225-42120-1113	UNIFORM ALLOW CURTIS BLUE LINE - 715 BODY AR	073492	102.89

PACKET: 03809 10/03/16 COUNCIL
VENDOR SET: 01
FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2257	U.S. BANK		continued			
		I-SEP 16 PD	225-42120-3322	POSTAGE POSTMASTER - POSTAGE	073492	4.19
		I-SEP 16 PD	225-42120-3322	POSTAGE POSTMASTER - POSTAGE	073492	3.40
		I-SEP 16 PD	225-42120-3330	PROFESSIONAL BCA CJTE - 727 FIELD ANALYSIS	073492	75.00
		I-SEP 16 PD	225-42120-3330	PROFESSIONAL BCA CJTE - 707 FIELD ANALYSIS	073492	75.00
		I-SEP 16 PD	225-42120-2210	OPERATING SUP BEST BUY - 2 FLASH DRIVES	073492	15.98
		I-SEP 16 PD	225-42120-2210	OPERATING SUP AED SUPERSTORE - AED SUPPLIES	073492	354.00
		I-SEP 16 PD	225-42120-3322	POSTAGE POSTMASTER - POSTAGE	073492	3.02
		I-SEP 16 PD	225-42120-3322	POSTAGE POSTMASTER - POSTAGE	073492	6.47
		I-SEP 16 PD	225-42120-2210	OPERATING SUP AMAZON - 3 REPLACEMENT FLASHLI	073492	61.47
		I-SEP 16 PD	225-42120-3305	CRIME PREVENT MCGRUFFSTUFF - HALLOWEEN SAFET	073492	47.49
01-2352	PRAIRIE LAKES MUNICIPAL					
		I-35831	225-42120-3300	PROFESSIONAL EVIDENCE/HAZMAT DISPOSAL	073488	250.00
01-2924	VERIZON WIRELESS					
		I-9772069056	225-42220-3321	TELEPHONE 8/16-9/15 IPADS SUPPORT	073497	175.05
01-3018	NORTH COUNTRY JANITORIA					
		I-SEP 2016	225-42120-3300	PROFESSIONAL SEPTEMBER JANITORIAL SERV	073483	1,000.00
01-3168	MOTORS-N-MORE					
		I-24558	225-42120-2221	SQUAD CAR REP SQD 421 - OIL CHANGE	073481	23.00
		I-24559	225-42120-2221	SQUAD CAR REP SQD 422 - OIL CHANGE	073481	23.00
		I-24576	225-42120-2221	SQUAD CAR REP SQD 416 - FRONT BRAKE KIT	073481	478.44
01-3202	INNOVATIVE OFFICE SOLUT					
		I-IN1330618	225-42120-2200	OFFICE SUPPLI LAMINATING POUCHES	073464	33.51
01-3220	DALCO					
		I-3073947	225-42120-2220	REPAIR & MAIN CLEANING & MAINT SUPPLIES	073457	287.57
01-3322	PICTURE PERFECT FRAMING					
		I-68	225-42120-3300	PROFESSIONAL OFFICER OF THE YEAR FRAMING	073486	184.15
01-3418	LAKES AREA LOCK & DOOR					
		I-88991	225-42220-2210	OPERATING SUP STORAGE SHED LEVER LOCK	073469	235.00
				FUND 225 PUBLIC SAFETY FUND	TOTAL:	44,443.80

PAGE: 10

FUND : 230 PARK & RECREATION FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0170	FASTENAL COMPANY					
		I-MNBAX199553	230-45207-2220	REPAIR & MAIN HARDWARE - MILLS FIELD FENCE	073460	71.10
01-0356	HIRSHFIELD'S DECORATING					
		I-9118417	230-45207-2220	REPAIR & MAIN PRIMER - MILLS FIELD FENCE	073463	155.56
01-1196	KROMER CO. LLC					
		I-45746	230-45207-2220	REPAIR & MAIN SPRING TINES AND TEETH, HARROW	073468	352.42
01-2257	U.S. BANK					
		I-SEP 16 PK	230-45204-2210	OPERATING SUP CONCESSIONS - BUNS	073492	21.00
		I-SEP 16 PK	230-45216-2210	OPERATING SUP PARTY WRD TOURNAMENTS TROPHY	073492	8.62
01-2354	WEST PAC INDUSTRIES					
		I-335067	230-45200-2220	REPAIR & MAIN SAFETY VESTS	073501	161.40
				FUND 230 PARK & RECREATION FUND	TOTAL:	770.10

PAGE: 11

PACKET: 03809 10/03/16 COUNCIL
VENDOR SET: 01
FUND : 235 STREET & SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	AMERIPRIDE LINEN SERVIC					
		I-2200827263	235-43100-3430	MISCELLANEOUS COVERALLS & MAT LAUNDRY SERV	073432	65.31
		I-2200830127	235-43100-3430	MISCELLANEOUS COVERALLS & MAT LAUNDRY SERV	073432	88.98
01-0041	ANDERSON BROTHERS CONST					
		I-12559	235-43100-2220	REPAIR & MAIN 2.86 TONS HOT MIX	073433	185.90
		I-12659	235-43100-2220	REPAIR & MAIN 0.81 TONS HOT MIX	073433	52.65
01-0125	CONSOLIDATED TELEPHONE					
		I-20373739	235-43100-3321	TELEPHONE 9/12-10/11 PHONE/INTERNET	073451	109.21
01-0253	MILLS AUTOMOTIVE GROUP					
		I-255044	235-43100-2220	REPAIR & MAIN 2 TURN SIGNALS #108	073478	639.68
01-0307	CENTER POINT ENERGY/MIN					
		I-5974635-4/SEP 16	235-43100-3380	UTILITIES 8/18-9/19 HEAT	073448	45.43
01-2846	AMERICAN WELDING-GAS IN					
		C-4300665	235-43100-3410	RENTAL EXPENS CYLINDER RENTAL CREDIT	073431	39.95-
		C-4300668	235-43100-3410	RENTAL EXPENS CYLINDER RENTAL CREDIT	073431	39.95-
		I-4300104	235-43100-3410	RENTAL EXPENS ANNUAL CYLINDER RENTAL	073431	684.50
01-3205	CROW WING POWER					
		I-SEP 2016	235-43100-3380	UTILITIES SECURITY LIGHT @ WISE	073453	12.00
				FUND 235 STREET & SEWER FUND	TOTAL:	1,803.76

9/29/2016 10:24 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 03809 10/03/16 COUNCIL

VENDOR SET: 01

FUND : 236 PARKING LOT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0086	CITY OF BRAINERD					
		I-Q4 2016	236-43180-3430	MISCELLANEOUS 4TH QTR BN PARKING FEE	073450	250.00
				FUND 236 PARKING LOT FUND	TOTAL:	250.00

PAGE: 13

FUND : 237 SANITARY SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-241463	237-43190-2240	SMALL TOOLS ADAPTER SOCKET 3/8"	073429	3.32
01-0239	MACQUEEN EQUIPMENT INC					
		I-P01119	237-43190-2220	REPAIR & MAIN FOOTAGE COUNTER, MEASURE, THRO	073474	774.53
01-0284	OFFICE SHOP					
		I-1012180-0	237-43190-2200	OFFICE SUPPLI MARKER (SEWER MAPS)	073485	12.69
				FUND 237 SANITARY SEWER FUND	TOTAL:	790.54

PACKET: 03809 10/03/16 COUNCIL

VENDOR SET: 01

FUND : 401 CONSTRUCTION FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0929	BRAUN INTERTEC CORP					
		I-B071625	401-41415-3300	PROFESSIONAL MATERIAL TESTING THRU 9/9	073445	3,903.50
01-3413	RATWIK, ROSZAK AND MALO					
		I-59244	401-41415-3300	PROFESSIONAL AUGUST ATTORNEY SERVICES	073489	1,682.00
		I-AUGUST 2016	401-41415-3300	PROFESSIONAL AUGUST ATTORNEY RETAINER	073489	174.00
			FUND	401 CONSTRUCTION FUND	TOTAL:	5,759.50
					REPORT GRAND TOTAL:	74,647.31

THE ABOVE LISTED ACCOUNTS PAYABLE DISBURSEMENTS HAVE BEEN REVIEWED AND ARE HEREBY APPROVED:

MARY KOEP

DAVID PRITSCHET

GABE JOHNSON



Brainerd City Council Agenda Request

ParF 2
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Request to Purchase HR Software & Authorize new Voluntary Benefits

☐ 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 *provide copy of published hearing notice
Submitted by: Kris Schubert	Department: Administration
Presenter (Name & Title): Kris Schubert, HR Coordinator	Estimated Time Needed: 5 minutes
Summary of Issue: HR and IT have identified a couple of HR processes that could be dramatically improved by software purchases for enhanced efficiency and productivity. Staff is recommending to purchase NeoGov software that is an online employment applicant tracking system as well as BenefitsConnect that is an online benefits enrollment system. Currently both processes are extremely time consuming and utilizing the software would be an improvement both for administrative staff as well as the customer (potential applicant or employee). Additional information is included with the attached memo.	
Alternatives, Options, Effects on Others/Comments: Our Employee Insurance Committee met on 9/28/16 and reviewed the new voluntary group policies and on-line enrollment software package. The Committee unanimously recommended to the City Council to purchase the new BenefitsConnect software and to offer the group plan options. If we want to utilize the BenefitsConnect software for our 2017 open enrollment period to be conducted in November (roughly 6 weeks away), the software must be ordered immediately to allow for proper setup. By offering the new group plans through Integrity, we are anticipating the City/Staff will receive better customer service and, if the number of new group plan enrollments qualify, we may receive a coverage cost offset for the BenefitsConnect software.	
Recommended Action/Motion: Staff's requested actions are: 1. Authorize the purchase of the NeoGov employment applicant tracking software; 2. Authorize the purchase of BenefitsConnect online benefits enrollment software; 3. Authorize offering the new voluntary group short-term disability, accident, critical illness and vision plans as presented by Integrity Benefits at no cost to the City; and 4. To clarify that employees may retain and utilize payroll deductions for their existing Colonial Life and AFLAC policies; however, those plans will not be offered in the future to new employees or existing employees if not currently elected.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>City share=\$5,687</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <u>Please Explain:</u> These software purchases were not included in the 2016 budget; however, salary and benefit savings realized with the Admin. Dept Administrative Specialist resignation could be utilized. NOTE: Above cost reflects BPU paying half the cost of the software.	

MEMO



www.ci.brainerd.mn.us

TO: City Administrator Jim Thoreen
FROM: HR Coordinator Kris Schubert ^{KS} & GIS/IT Coordinator Shawn Strong 
DATE: September 29, 2016
RE: Request to Purchase HR Software & Authorize new Voluntary Benefit Options

After our Continuous Improvement (CI) Training earlier this year, Staff was directed to review different processes to determine areas that could be improved for efficiency and productivity. A couple of obvious areas for HR that we have been reviewing for several years would be software for an on-line employment applicant tracking system as well as an on-line benefits enrollment system. Both processes are extremely time consuming and we feel utilizing the software would be an improvement both for administrative staff as well as the customer (potential applicant or employee).

Below is a summary regarding current practice compared to the software programs. Additional information and the actual quotes are attached as exhibits.

NeoGov: On-line Applicant Tracking System:

It's estimated that just for the Administrative Specialist-Administration Department position that we hired earlier this year, the on-line applicant tracking system would have saved the HR Coordinator roughly a week's worth of time and could have expedited our overall hiring process. Currently the majority of our employment applications are received electronically (emailed) as an adobe fill-in-the blank form that we print after receipt. We also have several applicants that contact Staff to make sure their application was received and then again later regarding the status of our hiring process including if they will be invited to an interview.

The NeoGov software walks individuals through the application process and warns them if areas are incomplete, notifies them that their application has been submitted/received, as well as the review/hiring process status. NeoGov is a huge time saver for administrative staff as it assists with scoring each application as required by law to determine who is invited to interviews. The software also allows for the creation and distribution of group email options to applicants without having to create additional spreadsheets and mailing letters. The software can also help with attracting applicants as individuals can complete a job interest card and is automatically notified whenever the city is hiring.

NeoGov is software created mainly for the public sector and is currently utilized by 110 governmental entities in Minnesota alone including many cities and counties as well as the LMC, Central Lakes College/MSCU, and State of MN. Please note that neighboring Crow Wing, Aitkin, Mille Lacs, Morrison, and Beltrami Counties all utilize NeoGov as their applicant tracking software. Additional information including the actual quote from NeoGov is attached for your review.

BenefitsConnect: On-line Benefit Enrollment Software

Another HR/payroll function is assisting new hires and all 140 full-time City, BPU, and HRA employees annually with their benefit election/open enrollment process. HR/payroll staff prepares, prints,

Mission:

"To commit to providing high quality, cost effective public services and leadership in creating a sustainable city."

distributes, and discusses an overall benefit election form as well as specific benefit options with our employees. The overall election form must be specific for each employee group that has different health insurance plans i.e. HealthPartners, Teamsters, and IUOE 49. We also need to make sure we have the appropriate enrollment/change forms for any benefit options the employee may elect or cancel. Please note currently all of these are paper forms.

All benefit options are explained to the individuals and occasionally we are asked to meet again with spouses and/or parents to ensure employees are making educated benefit option decisions. After forms are returned, administrative staff need to review the forms to ensure they are correct and complete. All changes are input into a spreadsheet documenting changes, we then notify insurance/benefit plan carriers of said changes, and input into payroll.

The BenefitsConnect software allows employees to view their benefits on-line (at home with a spouse or parent if wanted) and includes videos that can be reviewed to explain the benefit in more detail. These videos are usually linked directly to the benefit company that is explaining the benefit instead of our staff. The software also allows staff to instantly see how much the benefit will cost them and they can view/change their beneficiaries at any time. Another benefit is that employees can make online qualifying mid-year benefit election changes i.e. birth, marriage, and divorce without having to meet with HR/payroll staff to discuss and complete paper forms. These online changes prompt the BenefitsConnect software to notify Staff of employee election changes as well as updates regarding who still needs to complete the process (we currently track this manually). Online benefit enrollment is being done by many MN cities and companies. This is the wave of the future.

A quote for the BenefitsConnect software is also attached. At this time, we are recommending to purchase the BenefitsConnect software without the Electronic Data Interchange (EDI) which means our staff will still need to notify changes to the benefit carriers. This is a cheaper option and also allows Staff an opportunity to better understand the software and reporting to ensure the software is working properly. Staff would like to review how the software works for us and may recommend adding the EDI option in the future.

The BenefitsConnect software was initially recommended and quoted to staff from Integrity Employee Benefits. Integrity is our insurance broker for our NJPA Life and Long-term disability plan pool. Please note that Integrity is offering to offset some of the cost of the BenefitsConnect software based on employee enrollments for the following new group plans.

New Voluntary Group Vision, Short-Term Disability, Accident, and Critical Illness Plans:

As noted above, the City works with Integrity Benefits for some of our benefits. Integrity serves over a hundred cities and counties throughout the state. Something fairly new in the marketplace is offering new group voluntary short-term disability, accident, critical illness as well as vision plans. Most of these plans are currently offered to employees from AFLAC and Colonial Life; however, staff has expressed concerns to HR regarding the lack of customer service and continuing broker changes.

The primary differences are that the new plans are considered "group" plans that are usually at a lower group rate versus AFLAC/Colonial Life plans that are considered individual policies based on employee age/benefit elections. In order to receive the cheaper group rates, the company would like reassurance that these new plans are the only plans being offered to new employees or existing employees that currently do not have an AFLAC or Colonial Life plan. We would still allow current AFLAC and Colonial Life plans and payroll deductions to continue if the employee wants, but those plans would be phased out in the future.

Our Employee Insurance Committee met yesterday and reviewed the new plan options. The Committee unanimously recommended that the City offer these new plans going forward; further, that these group plans would be the only plans offered to new employees or if an existing employee elected this type of plan.

Cost:

In 2016 we have an opportunity to purchase both software packages utilizing salary and benefit savings realized when our Administrative Specialist in the Administration/Finance Department resigned earlier this year. Please note that Brainerd Public Utilities has agreed to pay for ½ the cost of both software packages. The 2016 initial purchase and re-occurring annual costs for future years are noted below:

	Total <u>2016 Cost</u>	2016 <u>City Share</u>	Total <u>2017 Cost</u>	2017 <u>City Share</u>
NeoGov	\$7,174.00	\$3,587.00	\$4,674.00	\$2,337.00
**BenefitsConnect	<u>\$4,200.00</u>	<u>\$2,100.00</u>	<u>\$4,200.00</u>	<u>\$2,100.00</u>
Total	\$11,374.00	\$5,687.00	\$8,874.00	\$4,437.00

**For a total cost comparison, we are using the full, higher cost number for BenefitsConnect realizing that we may receive an additional discount offsetting our costs depending on the number of employees that enroll in new voluntary group plans. If the offset is realized, the total cost is reduced to \$1,900 with the city's share being \$950. That means the City's 2016 share would be \$4,537 and reoccurring future cost would be \$3,287.

We are recommending that the City purchase both the NeoGov and BenefitsConnect software in 2016 realizing there will be reoccurring software costs going forward. This recommendation is included on the October 3, 2016 Personnel and Finance Committee Agenda. Feel free to contact either of us before the meeting if you have any questions or concerns regarding this matter.

/ks

Enc.

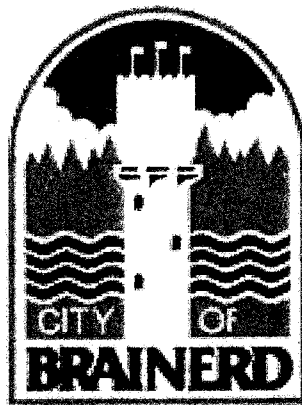
C: Finance Director Connie Hillman
BPU Finance Director Todd Wicklund

NEOGOV

PROPOSAL

Brainerd, City of (MN)

Attn: Kris Schubert



Prepared by:

Vincent VanAuker

vvanauker@neogov.net

(310)658-5738

300 N. Continental Blvd

El Segundo, CA 90245

EXECUTIVE SUMMARY

NEOGOV is the market and technology leader in on-demand human resources software for the public sector and higher education institutions. The company's software solutions, including Insight, Onboard, and Perform decrease hard dollar costs, reduce staff effort, and streamline human resources processes.

NEOGOV Background

More than 1,500 public sector agencies and educational institutions of all shapes and sizes use NEOGOV's hosted solutions to recruit, select, and evaluate their workforce. NEOGOV serves more than 2 million employees and processes more than 10 million applicants annually. Because our solutions are both easy-to-use and fast to implement, we are able to offer a public sector model that is low risk, but offers a high ROI at the same time.

1,500+

CUSTOMERS

10,000,000

APPLICANTS PROCESSED ANNUALLY

98%

3-YEAR GROWTH

ONE OF THE
FASTEST GROWING
PRIVATE COMPANIES
IN LOS ANGELES

LOS ANGELES
BUSINESS JOURNAL

ONE OF THE
FASTEST GROWING
COMPANIES IN
NORTH AMERICA

Inc.
500

ONE OF THE
FASTEST GROWING
COMPANIES

Deloitte
Technology Fast500



Insight

Insight automates the entire hiring and selection process from requisition to hire and is tailored for the unique needs of public sector organizations and higher education institutions.



Requisition routing
& approvals



Online job posting
& interest cards



Electronic job
application &
self service portal



Online hiring
managers' portal



Panel interviews
& search
committee reviews



90 standard
reports & ad hoc
reporting tool

Advanced Screening

Reduce application review and screen time with Insight's auto-scoring applicant tracking software. Produce weighted scores and rankings by combining online tests, screening protocols, performance exams, and situational tests.

Eligible Lists & Online Referral

Generate and manage your weighted eligible list, including configurable scoring rules and additional points processing to rank and refer applicants.

Test Statistics, Analysis, & Scheduling

Analyze results, perform pass point analysis, check for adverse impact, view applicant flow, mean and standard deviation, item analysis, item discrimination, reliability, standard error of measurement, and more.

Search Committee Review and Scoring

Create a search committee and associate it to a job posting with the ability to add and remove committee members. This feature allows you to add scoring calculations.

Reports & Dashboards

Optimize your processes, visualize and analyze data, and fully grasp the impact of your HR initiatives. With Insight you have more than 90 standard reports, advanced ad-hoc reporting, and the dashboards you need to make your job easy.

Online Job Application & Career Portal

List open positions on your company website while maintaining its look and feel. Accept online job applications and ask job-specific supplemental questions. Track traffic and advertising sources and do away with the time and effort spent posting jobs and processing applications.

Applicant Tracking

Quickly manage all applicant and recruiting data throughout the applicant selection process. Enhance applicant and staff experience by eliminating paper and reducing bottlenecks. Generate email notifications, maintain applicant history, track applicant skills, and more.

"With our old system only 54% of applicants were applying online. Within the first three months of using NEOGOV, we have 95% of applicants applying online."

DEBBIE NISHIYAMA

State Of Hawaii

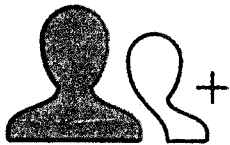
IMPLEMENTATION STEPS

NEOGOV's world-class implementation, training, and support help you make the most of NEOGOV's powerful solutions. As part of your Insight implementation, NEOGOV conducts a project kick-off meeting to review the project timeline, deliverables, and establish project expectations. As your proactive partner, NEOGOV will establish an agency-specific training environment that will be used during training and post-training to allow you to learn the system and begin defining new roles, responsibilities, and activities within the HR staff.

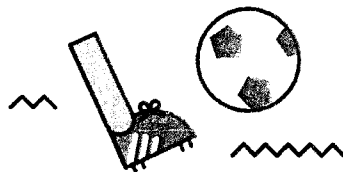
In order to ensure your success, NEOGOV will deliver online training videos to agency recruiters. We also provide all required user exercises and user guides to the agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize NEOGOV. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

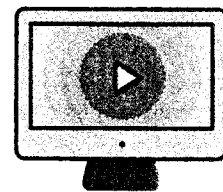
① Build your team



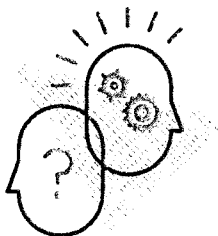
② Project kickoff



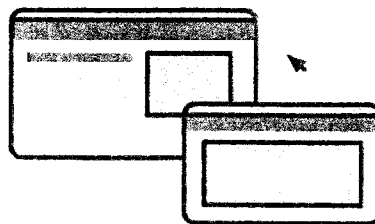
③ Online training



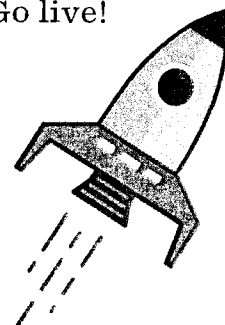
④ Practical learning



⑤ Prepare production environment



⑥ Go live!



Order Form

NEOGOV™

Customer:

Bill To:

Brainerd, City of (MN)	Attn: Kris Schubert
	<i>Same as Customer Information</i>
Quote Date: Valid From: Valid To: Today plus 60 days Requested Service Date:	
Revision: 1 Order Number: Initial Term: 12 Months	

Order Summary

Annual Recurring Fees

Line	Description ¹	Annual Recurring Cost
1.	Insight Enterprise Edition (IN)	
	IN License <i>Standard</i>	\$3,924.00
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC License <i>Standard</i>	\$750.00
3.	Perform (PE)	
	PE License <i>Not Selected</i>	
4.	Onboard (ON)	
	ON License <i>Not Selected</i>	
5.	NEOGOV Integrations	
	Integration Maintenance <i>Not Selected</i>	
Sub Total:		\$4,674.00

Order Form

NEOGOV™

Non-Recurring Fees

Line	Description¹	<u>Non-Recurring Fees</u>
	NEOGOV Services	
6.	Insight (IN)	
	Setup and Implementation <i>Standard</i>	\$2,500.00
	Training <i>Discounted</i>	\$0.00
	Perform (PE)	
	Setup and Implementation <i>Not Applicable</i>	
	Training <i>Not Applicable</i>	
	Onboard (ON)	
	Setup and Implementation <i>Not Applicable</i>	
	Training <i>Not Applicable</i>	
	Onboard form building as Professional Service ²	<i>See below</i>
	NEOGOV Integrations	
	Setup and Configuration <i>Not Selected</i>	
	Sub Total:	\$2,500.00
	Order Total:	\$7,174.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

²NEOGOV ON includes I9 and W2 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

Additionally, during the term of any subscription license, the Customer will be provided:

Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Form

NEOGOV™

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Order Form

NEOGOV™

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price (including any Integrations) is payable within thirty (30) days of the NEOGOV creation of the associated production environment for the Customer. (LICENSE)

Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of NEOGOV delivery of training materials for the associated production environment. (TRAINING)

Software Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of NEOGOV delivery of implementation materials for the associated production environment. (SETUP)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Integrity

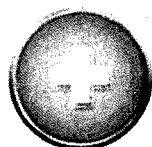
Employee Benefits, LLC

*Proud to work with Minnesota
Cities - Counties - School Districts*



**Innovative benefit solutions,
with a relationship you trust.**

Group Benefits: Dental | Disability | Life Insurance | Vision | CI/Accident | Legal/ID



Design

Utilizing our 25 years of experience in benefits design, we review your current plan offerings. Our team helps you to see which benefit offerings are making the greatest impact and are valued most by your employees. We also offer suggestions as to other options that could help increase employee job satisfaction. Integrity Employee Benefits qualifies and administers benefit offerings specifically designed with your group in mind. It's all about the optimization of your employee plan, and we can help you do it.



Shop

Shop. Leverage. Save.

Through innovative RFP e-bids we are able to have multiple local and national companies and pooling arrangements competing for your insurance business. For 2010-2016, we have already saved \$1,500,000 dollars for our participating Minnesota groups and kept them in compliance with Minnesota Statute 471.6161.



Communicate

Integrity Employee Benefits helps you to find the best way to communicate plans to your employees. Through cutting edge online tools we make things easier, paperless and more time effective for everyone. Videos, online enrollment tools and personalized employee communications help employees understand and feel confident in their benefit decisions.

Our Company

With over 25 years of experience in the public sector employee benefits arena, our expertise allows us to deliver the most competitive group insurance products with efficient and effective communication to employees.

Jim Ochs | Jon Ochs

St. Paul, MN 55128 | 651-437-7977 | 866-437-7977 | www.integrityEB.com

Group Name
City of Brainerd
Eligible Lives
140

of Eligibles
 Cost Per Employee Per Month (PEPM)
 Total Cost Per Year
 Initial Implementation
 Annual Renewal
 EDI Feeds Included
 Estimated Retail Cost of System Per Year
 Cost Per year Total estimate with Contribution from Coverage Offsets

EDI and Implementation
BenefitsConnect
140
\$3.50
\$5,880
\$0
\$0
Yes up to 6 EDI's
\$5,880
\$2,985

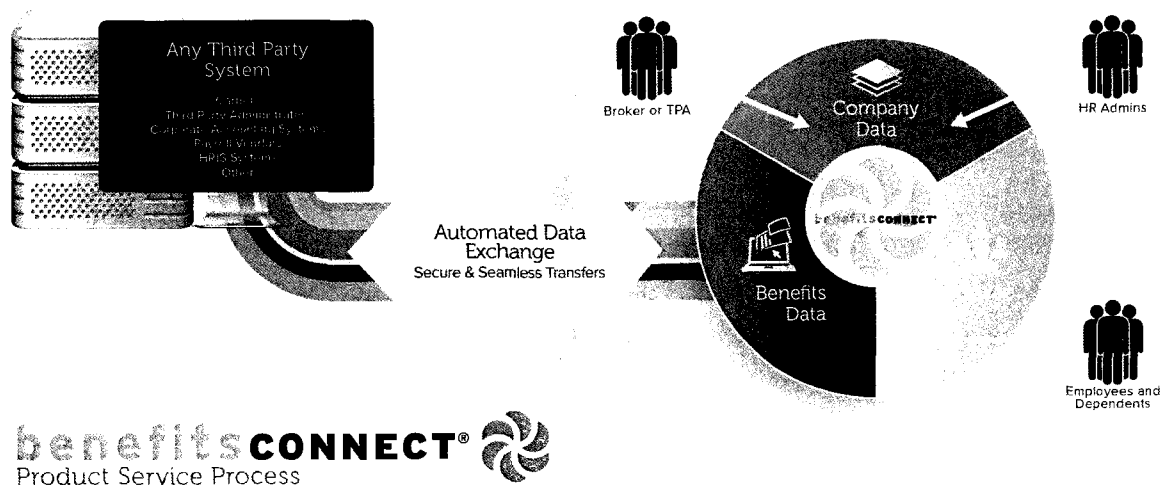
Implementation, NO EDI
BenefitsConnect
140
\$2.50
\$4,200
\$0
\$0
None
\$4,200
\$1,900

All carrier changes would need to
 be handled manually by group



Product Description and Features

benefitsCONNECT[®] is an advanced, web-based, Electronic Data Interchange(EDI)-enabled, benefits enrollment and administration platform that electronically connects employers, human resource administrators, employees, carriers, and third party administrators. **benefitsCONNECT**[®] automates and simplifies online benefits administration and enrollments — saving time and money. Our expert implementation team supports you throughout every successful renewal and our platform-assisted enrollment process helps you clearly communicate the value of your company's benefits package.





Benefits happen every day

Enrollment. Life events. Rate changes. Managing employee eligibility. Billing reconciliation. Employee communication. Dependent tracking. The benefits management process is time consuming, expensive, and messy. Efficiently communicating the value of employee benefits is a perpetual challenge for brokers and employers alike.

Online enrollment and benefits administration

You and your employees will appreciate **benefitsCONNECT**'s easy to use technology. Benefits enrollment and management have been simplified and automated, making the process virtually painless. **benefitsCONNECT** saves HR teams a significant amount of time and money, allowing you to focus on other important issues in the workplace.

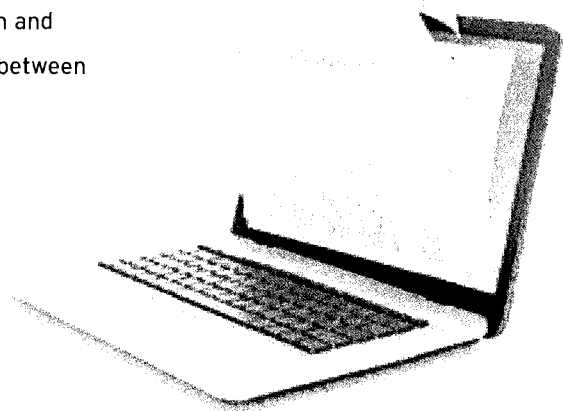
Enjoy the convenience and efficiency of **benefitsCONNECT**'s Electronic Data Interchange services – enabling you to eliminate the need for employee applications and forgo manual data transfers and re-entry. Securely store and access all of your vital employee information, generate billing reports, employee census, and plan enrollment reports that you can export or email directly from the system.

Stress-free benefits

benefitsCONNECT understands the unique challenges of the marketplace and has developed a year-round, real-time online benefits management software that simplifies, automates, and improves the benefits administration process. Manage enrollment data and make mid-year changes as they happen via this secure web-based system. No more messy spreadsheets, data re-entry, or reconciliation headaches!

A solution that works

benefitsCONNECT is an affordable, flexible, and easy to use solution for streamlining this expensive and labor-intensive process. Experience the advantages of **benefitsCONNECT**: Reduce time spent enrolling in and administering employee benefits. Automate the data exchange between Brokers, Employers, Employees, Carriers, and TPA's.



Reports

Unlike other products on the market, **benefitsCONNECT®** provides robust reporting capabilities. The system has a wide variety of reports, data export capabilities, and an integrated report writer.

Employee Census - contains employee demographic data

Dependent Census - contains dependent demographic data and relation to employee.

Add/Change/Delete - contains detailed information regarding any changes to employee records for a selected date span.

COBRA Employee Status - contains information on employees with a status of COBRA and the COBRA begin date, end date and number of days remaining.

W-2 Reporting - benefits contribution report showing the total cost of any benefit over a specified date span.

Employee Eligibility - contains information regarding the employees' eligibility of benefit plans.

Plan Enrollment - contains employee benefit plan enrollment for a selected date span.

Plan Summary - contains information regarding benefit plan setup.

Payroll Deduction - contains the payroll deduction amounts for selected employees.

Consolidated Billing - run a bill for selected plans and date span.

Carrier Billing - run a bill to a particular carrier for a selected date span.

Billing Report History - contains historical bills for previous billing periods.

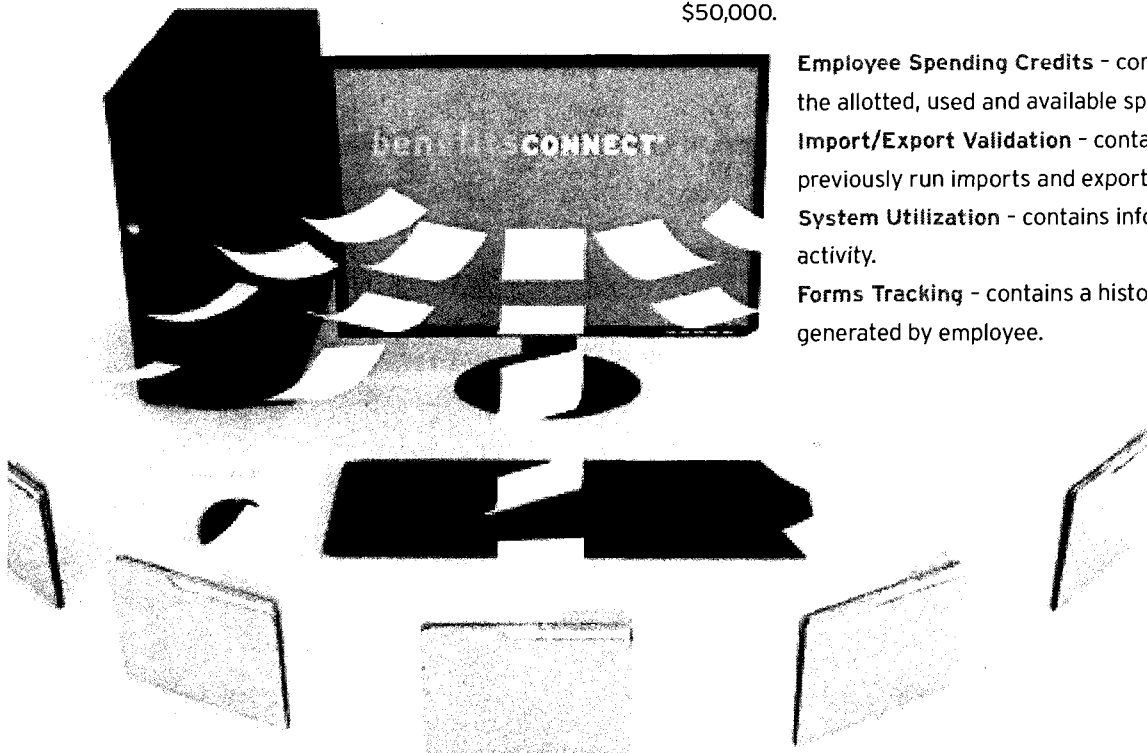
Imputed Income - contains information regarding imputed income calculations for pre-tax group life plans that exceed a combined benefit of \$50,000.

Employee Spending Credits - contains information regarding the allotted, used and available spending credits by employee.

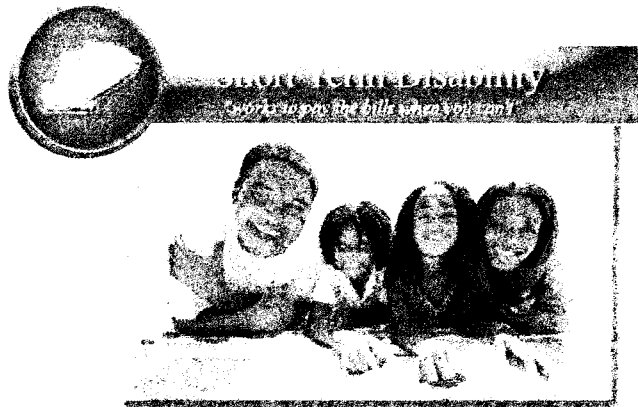
Import/Export Validation - contains information regarding previously run imports and exports.

System Utilization - contains information regarding user login activity.

Forms Tracking - contains a history of when forms were last generated by employee.



Short-Term Disability Summary for the City of Brainerd



What happens if I can't work for a month or two...or more?

A broken arm, surgery or having a baby could keep you out of commission and off the job for six to eight weeks or longer. Your medical insurance will help cover the cost of treatment. But what about other expenses-your mortgage or rent, car payment, groceries and utilities? Once you've used up your sick leave and vacation time, the paychecks stop. But the bills do not.

Think of Short-Term Disability insurance as income protection insurance

The chances of suddenly not being able to work are greater than you may realize, and the financial consequences can be serious:

- Within one year, one in 13 working people will suffer a short-term disability for more than one week.
- Over 90% of disabling illnesses or injuries are not work-related, so most disabled workers are not eligible for worker's compensation.
- Even a short disruption of income can be bad news because two-thirds of American families live from paycheck to paycheck.

Short-Term Disability insurance provides income assistance and a way to help you pay your bills and keep your life as normal as possible if you become sick or injured and cannot work. And through your employer, you can get this protection at an affordable group rate.

Key Advantages of This Plan

- Short-Term Disability Insurance provides a monthly benefit to replace lost income in the event of a covered accident or illness.
- Pay the premium through your health payroll deduction.

Integrity
Employee Benefits, LLC

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integrity@integrityeb.com

Log-in to Integrity Employee Benefits' **HRconnection** website for much more information on these benefits. Download and print forms, use calculators to determine your financial need, watch videos explaining coverages and much more.

To Log-In Go to: www.hrconnection.com

User Name: Brainerd

Password: Brainerd123

(Enter username and password exactly as noted here)

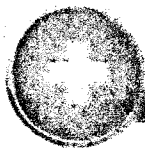
Short-Term Disability

SHORT TERM DISABILITY SUMMARY

- Protect your income for the first 6 months of a disability with Short Term Disability insurance.
- Benefits begin on the 1st day of an injury or 8th day of a sickness and can be payable up to 26 weeks.
- You may **select your level of coverage** from weekly benefits of \$100 to \$1,000 in \$50 increments, not to exceed 60% of weekly gross earnings.
- **OPEN ENROLLMENT** – Employees may sign up or increase without providing proof of good health. The amount of benefit is subject to the normal 12 month /12 month pre-existing condition limitation.
- **Forms and additional information may be found on the *HRconnection* website.**

If your annual salary is at least	You may select a weekly benefit of	Monthly Premium Cost											
		Age on January 1											
		0-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
\$8,667	\$100	\$5.07	\$5.08	\$5.30	\$4.95	\$4.73	\$4.98	\$5.35	\$6.60	\$8.75	\$10.98	\$11.23	\$12.69
\$13,000	\$150	\$7.61	\$7.62	\$7.95	\$7.43	\$7.10	\$7.47	\$8.03	\$9.90	\$13.13	\$16.47	\$16.85	\$19.04
\$17,333	\$200	\$10.14	\$10.16	\$10.60	\$9.90	\$9.46	\$9.96	\$10.70	\$13.20	\$17.50	\$21.96	\$22.46	\$25.38
\$21,667	\$250	\$12.68	\$12.70	\$13.25	\$12.38	\$11.83	\$12.45	\$13.38	\$16.50	\$21.88	\$27.45	\$28.08	\$31.73
\$26,000	\$300	\$15.21	\$15.24	\$15.90	\$14.85	\$14.19	\$14.94	\$16.05	\$19.80	\$26.25	\$32.94	\$33.69	\$38.07
\$30,333	\$350	\$17.75	\$17.78	\$18.55	\$17.33	\$16.56	\$17.43	\$18.73	\$23.10	\$30.63	\$38.43	\$39.31	\$44.42
\$34,667	\$400	\$20.28	\$20.32	\$21.20	\$19.80	\$18.92	\$19.92	\$21.40	\$26.40	\$35.00	\$43.92	\$44.92	\$50.76
\$39,000	\$450	\$22.82	\$22.86	\$23.85	\$22.28	\$21.29	\$22.41	\$24.08	\$29.70	\$39.38	\$49.41	\$50.54	\$57.11
\$43,333	\$500	\$25.35	\$25.40	\$26.50	\$24.75	\$23.65	\$24.90	\$26.75	\$33.00	\$43.75	\$54.90	\$56.15	\$63.45
\$47,667	\$550	\$27.89	\$27.94	\$29.15	\$27.23	\$26.02	\$27.39	\$29.43	\$36.30	\$48.13	\$60.39	\$61.77	\$69.80
\$52,000	\$600	\$30.42	\$30.48	\$31.80	\$29.70	\$28.38	\$29.88	\$32.10	\$39.60	\$52.50	\$65.88	\$67.38	\$76.14
\$56,333	\$650	\$32.96	\$33.02	\$34.45	\$32.18	\$30.75	\$32.37	\$34.78	\$42.90	\$56.88	\$71.37	\$73.00	\$82.49
\$60,667	\$700	\$35.49	\$35.56	\$37.10	\$34.65	\$33.11	\$34.86	\$37.45	\$46.20	\$61.25	\$76.86	\$78.61	\$88.83
\$65,000	\$750	\$38.03	\$38.10	\$39.75	\$37.13	\$35.48	\$37.35	\$40.13	\$49.50	\$65.63	\$82.35	\$84.23	\$95.18
\$69,333	\$800	\$40.56	\$40.64	\$42.40	\$39.60	\$37.84	\$39.84	\$42.80	\$52.80	\$70.00	\$87.84	\$89.84	\$101.52
\$73,667	\$850	\$43.10	\$43.18	\$45.05	\$42.08	\$40.21	\$42.33	\$45.48	\$56.10	\$74.38	\$93.33	\$95.46	\$107.87
\$78,000	\$900	\$45.63	\$45.72	\$47.70	\$44.55	\$42.57	\$44.82	\$48.15	\$59.40	\$78.75	\$98.82	\$101.07	\$114.21
\$82,333	\$950	\$48.17	\$48.26	\$50.35	\$47.03	\$44.94	\$47.31	\$50.83	\$62.70	\$83.13	\$104.31	\$106.69	\$120.56
\$86,667	\$1,000	\$50.70	\$50.80	\$53.00	\$49.50	\$47.30	\$49.80	\$53.50	\$66.00	\$87.50	\$109.80	\$112.30	\$126.90

Group Accident Insurance Summary for the City of Brainerd



Group Accident Insurance



Have you ever thought about what you would do if you or a family member were accidentally injured as a result of an accident? Accidents are unexpected and can strike any member of your family. The costs associated with treatment can mount quickly.

- One in six U.S. residents require medical treatment from an injury each year.
- Over 40 million Americans visit a physician's office for unintentional injuries each year.

The plan pays a fixed cash benefit amount. What you do with the money is all up to you.

- **Benefits** are paid directly to you to be spent any way you choose
- **Plan** is portable, you can take it with you at the same rates should you change jobs or retire.
- **Health Screening:** \$50 Wellness Benefit paid annually
- **Pays in addition to any other coverage you may have**
- **No health questions**
- **Fast and accurate claims service**

The additional financial protection you may need. Use the payment for what matters most. Everyone has different needs and different ways of coping with the unplanned. These benefits can help you pay for out-of-pocket medical and nonmedical costs such as:

- › Medical copays and deductibles
- › Travel to see a specialist
- › Child care
- › Help around the house
- › Alternative treatment



Integrity Employee Benefits
651-437-7977
866-437-7977
integrity@integrityeb.com

Log-in to *Integrity Employee Benefits' HRconnection* website for much more information on these benefits. Download and print forms, use calculators to determine your financial need, watch videos explaining coverages and much more.

To Log-In Go to: www.hrconnection.com
User Name: Brainerd
Password: Brainerd123
(Enter username and password exactly as noted here)

Group Accident Insurance

Group Accident - Example

Consider this:

Jack and Lori have an active family. They love to play sports and go bike riding with their two kids, Tim and Emily. Of course, with four people always on the go, there have been more than a few spills – and more than a few trips to an urgent care clinic or emergency room. Like the time Jack fell off his bike and dislocated his knee and fractured his wrist. How do Jack and Lori pay for those unplanned medical bills? What will their out-of-pocket costs look like once their medical funds are depleted?

Jack signed up for the Accident “Medium Plan.” The premium cost was as follows:

Employee Only
\$16.95/month
x 12 months
= \$203.40/year
-\$50 Health Screening/Wellness benefit
Net=\$153.40/year
(Net = \$12.79/month)

The plan paid Jack this when he had an accident:

JACK FELL OFF HIS BIKE. INJURY: DISLOCATED KNEE AND FRACTURED WRIST*

Expenses

Medical Plan with a \$3,000 family deductible:

› Plan annual deductible	\$3,000
› Coinsurance amount due	\$100
› HRA employer contribution fund ›	(-\$1,500)
Other expenses not covered	\$250
Total out-of-pocket	\$1,850

Accidental Injury plan

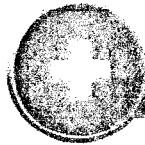
Coverage paid:

› Doctor office visit	\$100
› Diagnostic exam (X-ray)	\$25
› Dislocated knee	\$1,000
› Fractured wrist	\$800
› Follow-up appointment	\$100
› Five physical therapy sessions	\$250

Total Accidental Injury coverage paid = \$2,275

The payment Jack and Lori received from their Accidental injury policy helped to pay for those unexpected medical costs.

Group Critical Illness Insurance Summary for the City of Brainerd



GROUP CRITICAL ILLNESS



Can your finances survive a serious illness? Maybe it's happened to someone you know. A sudden illness such as a heart attack, cancer or stroke with devastating physical and financial consequences.

- For those suffering a critical illness prior to age 65, the probability of surviving is almost twice that of dying.
- 1.5 million families lose their homes due to foreclosure every year due to unaffordable medical costs.
- One in three Americans are expected to get cancer in their lifetime.

How can critical illness insurance help? For many, a critical illness can expose an individual to an unexpected gap in protection. While health plans may help cover many of the direct costs associated with a critical illness, related expenses such as lost income, child care, travel to and from treatment, high deductibles and co-pays may quickly diminish savings. Critical illness insurance pays a fixed benefit upon diagnosis of a covered critical illness while you are living and when you may need it most.

The plan pays a fixed cash benefit amount. What you do with the money is all up to you.

- **Benefits** are paid directly to you to be spent any way you choose
- **Plan** is portable, you can take it with you at the same rates should you change jobs or retire.
- **Health Screening:** \$75 Wellness Benefit can be paid to you annually
- **Pays in addition to any other coverage you may have**
- **No health questions**
- **Fast and accurate claims service**

The additional financial protection you may need. Use the payment for what matters most. Everyone has different needs and different ways of coping with the unplanned. These benefits can help you pay for out-of-pocket medical and nonmedical costs such as:

- › Medical copays and deductibles
- › Travel to see a specialist
- › Child care
- › Help around the house
- › Alternative treatment

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Group Critical Illness Insurance

Group Critical Illness - Example

Consider this:

When Marco had a heart attack, he was grateful that the doctors were able to stabilize his condition. But he learned that there was some permanent damage to his heart. Marco began to see his costs adding up quickly. Things such as medical deductibles, coinsurance and payments for his doctor visits were his responsibility. How does Marco pay his medical bills and other expenses?

Marco signed up for the Critical Illness plan and it cost him this per year:

Employee Only – Example age 43

\$15.00/month
x 12 months
= \$180 /yr
-\$75 Health Screening/Wellness benefit
Net=\$105 /yr
(Net = \$8.75 /month)

The plan paid Marco this much when he had a critical illness event:

MARCO HAD A HEART ATTACK

Expenses

Medical Plan with a \$1,500 individual deductible:

> Plan annual deductible	\$1,500
> Coinsurance amount due	\$1,500
> HRA employer contribution fund	(-\$750)
> Other expenses not covered	\$500
Total out-of-pocket	\$2,750

Critical Illness plan

Lump-sum payment can be utilized for direct medical expenses or other indirect costs such as: >

Transportation

> Room and board

> Day care

> Medical copays and deductibles

Total Critical Illness coverage paid = \$10,000

Marco had signed up for Critical Illness coverage and received a lump-sum payment as a result of his heart attack. This decision allowed Marco to focus more on his recovery and less on how he was going to pay his medical bills.

Vision Summary for the City of Brainerd



Did you know?

- 50% of the U.S. population requires corrective lenses.
- Nearly 40% of consumers fear not being able to afford adequate vision treatment without a vision plan, so they may postpone or avoid care because of the cost.

Your Vision Insurance Plan

As a valued employee, you have the opportunity to enroll in a payroll-deduction vision program.

Plan Features:

- Savings on frames, lenses and contacts!
- Doctors who offer flexible hours and office settings
- Eyewear choices we believe you'll love
- Access to one of the largest national network of eye care doctors in the industry.



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Password: Brainerd123

Vision Insurance

Effective Date: 1/1/2017

Group Number: TBD

Plan Number: 980

The City of Brainerd

An In-Depth Look

Reliable & Dependable

Avēsis is a national leader in providing exceptional vision care benefits for millions of commercial members throughout the country. The Avēsis vision care products give our members an easy-to-use wellness benefit that provides excellent value and protection.

Employee Paid Rates Per Month

Employee	\$5.30
Employee + Dependent	\$9.27
Employee + Family	\$13.77

Underwritten by: Fidelity Security Life Insurance Company, Kansas City, MO
Policy #: VC-16, Form M-9059

How can we help you?

Avēsis Website:
www.avesis.com

Customer Service:
800-828-9341
7 a.m. - 8 a.m. EST

LASIK Provider:
877-712-2010

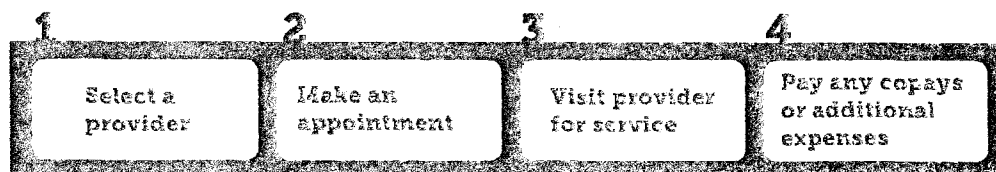
Vision Care Services	In-Network Member Benefits	Out-of-Network Reimbursement
Materials: \$10 copayment Frame Allowance*	(Materials copay applies to frame or spectacle lenses, if applicable.) Members receive a \$50 wholesale allowance Up to \$150 retail value†	Up to \$45.00
Standard Spectacle Lenses		
Single Vision	Covered in full after materials copay	Up to \$25.00
Bifocal	Covered in full after materials copay	Up to \$40.00
Trifocal	Covered in full after materials copay	Up to \$50.00
Lenticular	Covered in full after materials copay	Up to \$80.00
Standard Progressives	Covered up to \$50, plus 20% off retail	Up to \$40.00
Other Lens Options‡		
Lens Options are discounted up to 20% off retail		
Contact Lenses§ (In lieu of frame and spectacle lenses)		
Elective	\$130 allowance	\$130.00
Medically Necessary	Covered in full	\$250.00
Refractive Laser Surgery	Provider discount up to 25% One-time/lifetime allowance of \$150	\$150.00
Frequency		
Lenses or contact lenses	Once every 12 Months	Once every 12 Months
Frame	Once every 24 Months	Once every 24 Months

† Discounts are not insured benefits

§ Prior authorization is required for medically necessary contacts.

Here's How It Works

When you need to see an eye care professional, simply visit www.avesis.com or contact Avēsis' Customer Service Monday through Friday, 7 a.m. to 8 p.m. (EST) at 800-828-9341 to receive a listing of providers in your area.



† Values provided may be more or less depending on the providers retail pricing.

* At participating Walmart locations, wholesale pricing for your plan is \$68. At participating Costco locations, wholesale pricing is \$54.99. Participating locations cover frames up to a \$50 retail value.



Brainerd City Council Agenda Request

P+H
3

Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Vehicle Lease Review

☐ 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 *provide copy of published hearing notice
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 minutes
Summary of Issue: Alderwoman Koep requested a review of our current vehicle leases. In 2016, we leased 4 vehicles from Enterprise. The vehicles are used by City Hall (Fusion), Fire (Interceptor), Parks (Equinox) and Street and Sewer (Silverado pickup) staff. Attachment A is a summary of what the maintenance program that the City is enrolled in through Enterprise. The City is responsible for fuel and insurance.	
Alternatives, Options, Effects on Others/Comments: Please see the attached summary of costs to be incurred in 2016 as well as over the term of the lease for the current 4 vehicles leased through Enterprise. This excludes the cost of fuel and insurance.	
Recommended Action/Motion: Informational	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	



Full Maintenance

The Enterprise Full Maintenance program eliminates unexpected repair costs, hassles of budgeting for repairs, expense reporting for driver and the need for you or your driver to be a vehicle repair specialist. The program is comprehensive and inflation proof.

Included Services

- All major and minor repairs (engines, transmission, radiators, etc.,)
- All recommended services (oil changes, tune-ups, etc.,)
- All maintenance related towing
- Incidentals (fluid, belts, hoses, etc.,)
- After hours and weekend services available
- Proactive service technicians
- No out of pocket expense for covered repairs
- Brakes: 1 replacement set(s)*....1 set equals 1 axle (2 wheels)
- Tires: 2 individual*
- Loaner vehicle not Included

Services Not Included

- Oil between changes
- Gas and parking
- Insurance related repairs
- Car washes
- Obvious neglect or abuse
- Non factory/dealer installed equipment
- Motor vehicle safety and emissions inspections

<u>Unit #</u>	<u>Vehicle</u>	<u>Contract Mileage/Term</u>	<u>Cost/Month</u>
224MD2	2016 Chevrolet Equinox LS All-wheel Drive	30,000 / 60 Months	\$27.40

* These two items are the ONLY qualified items on the program.

The Full Maintenance program becomes null and void at 100,000 miles.

Overmileage is charged at \$0.0500 Per Mile

Lessee agrees to add full maintenance and associated parameters to the above designated vehicle

LESSEE: City of Brainerd, MN

BY	TITLE	DATE
-----------	--------------	-------------

As of September 27, 2016

Term of Lease (months)	Lease Date Started	Monthly & Maintenance Fee	Amount to be Spent in 2016	Taxes/ Title Fees	Equipment	Total	2016 Budget to Purchase	Equity from Sale of Old Vehicle
60	3/22/2016	312.37	2,912	1,291	-	4,203	12,000	(100)
60	4/1/2016	482.31	4,341	-	9,737	14,078	55,000	(4,475)
60	1/5/2016	392.03	4,654	1,730	-	6,383	10,000	(1,150)
60	5/26/2016	731.91	5,265	3,195	-	8,460	24,000	(150)
						33,125	101,000	(5,875)

2017

	Monthly & Maintenance Fee	Amount to be Spent in 2017	Taxes/ Title Fees	Equipment	Total
Fusion	312.37	3,748	-	-	3,748
Interceptor	482.31	5,788	-	-	5,788
Equinox	392.03	4,704	-	-	4,704
Silverado Pick Up	731.91	8,783	-	-	8,783
TOTAL					23,023

	Monthly & Maintenance Fee	Amount to be Spent in 2018	Taxes/ Title Fees	Equipment	Total
Fusion	312.37	3,748	-	-	3,748
Interceptor	482.31	5,788	-	-	5,788
Equinox	392.03	4,704	-	-	4,704
Silverado Pick Up	731.91	8,783	-	-	8,783
					23,023

ENTERPISE LEASE REVIEW**As of September 27, 2016****2019**

	Monthly & Maintenance Fee	Amount to be Spent in 2019	Taxes/ Title Fees	Equipment	Total
Fusion	312.37	3,748	-	-	3,748
Interceptor	482.31	5,788	-	-	5,788
Equinox	392.03	4,704	-	-	4,704
Silverado Pick Up	731.91	8,783	-	-	8,783
TOTAL					23,023

2020

	Monthly & Maintenance Fee	Amount to be Spent in 2020	Taxes/ Title Fees	Equipment	Total
Fusion	312.37	3,748	-	-	3,748
Interceptor	482.31	5,788	-	-	5,788
Equinox	392.03	4,704	-	-	4,704
Silverado Pick Up	731.91	8,783	-	-	8,783
					23,023

2021

	Monthly & Maintenance Fee	Amount to be Spent in 2021	Taxes/ Title Fees	Equipment	Total
Fusion	312.37	625	-	-	625
Interceptor	482.31	965	-	-	965
Equinox	392.03	-	-	-	-
Silverado Pick Up	731.91	2,928	-	-	2,928
					4,517

ENTERPISE LEASE REVIEW**As of September 27, 2016**

RECAP

LEASE

Estimated Total Out of Pocket Amount paid Over Term of the Lease	129,735
Estimated Resale Value of 4 Vehciles (Enterprise's Estimate)	(32,503)
Estimated Net Out of Pocket Over the Term of the Lease	97,232

PURCHASE

Estimated Purchase of Vehicles	101,000
Estimated Maintence of Vehicle for 5 years (Enterprises Estimate)	2,759
Total Estimated Cost over 5 years if Purchased	103,759

Esimated Savings for 5 years from Leasing**\$ 6,527******* NOTES *****

^ We were proposing to replace the vehicles with used vehicles so we are not comparing apples to apples when comparing brand new vehciles against the cost of new vehiles.

^ The maintenance cost for the outright purchased vehicles is an estimate. Could be more than \$2,759 over the 5 years.



Brainerd City Council Agenda Request

PAF
#4
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: One Year Probation of Paid on Call Firefighter Josh Stangel

☐ 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 Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: Paid on Call Firefighter Josh Stangel has satisfactorily completed his one year probation as a Paid on Call Firefighter effective October 1. Josh has shown great enthusiasm, a willingness to learn and participate and has proven to be a positive influence to the Brainerd Fire Department.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Recommend approval of Mr. Josh Stangel's firefighter status advance from probationary to regular Paid on Call Firefighter status effective October 1, 2016.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

P&F
5
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Discussion of Fund Balance Policy

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 minutes
Summary of Issue: Alderwoman Koep requested discussion of a policy where if there is an estimated budget surplus in any given year, 1% of it would go to the capital account.	
Alternatives, Options, Effects on Others/Comments: Attached you will find our current fund balance policy that was last amended December 19, 2011.	
Recommended Action/Motion: Discussion and provide direction to staff.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	



CITY OF BRAINERD

FINANCIAL MANAGEMENT POLICIES

FUND BALANCE

I. Background

In August 2007 (reviewed January 2008), The Office of the State Auditor issued a Statement of Position on Fund Balances which provided recommendations on Fund balance policies to be adopted by local governments. This statement of position is based on generally accepted accounting principles (GAAP).

At the end of February 2008, the Governmental Accounting Standards Board (GASB) released an exposure draft (ED) that proposes to substantially change how fund balance is categorized. It also proposes guidance that would modify how some of the governmental fund types are used.

This policy will provide a cross reference between the Current Classification of Fund Balance and the Proposed Classifications of Fund Balance.

Fund Balance Classifications: Current and Proposed

Current Classifications of Fund Balance

Proposed Classifications of Fund Balance

Fund Balance	Reserved Non-spendable	Not available for appropriation Not available for spending, either now or in the future, because of the form of the asset (e.g., inventories) or a permanent legal restriction (e.g., debt retirement)	
	Unreserved Spendable	Designated Restricted	Available for appropriation but intended for a specific use. Constraints on spending that are legally enforceable by outside parties.
		Designated Committed	Constraints on spending that the government imposes upon itself by high- level formal action prior to the close of the period.
		Undesignated Assigned	Available for appropriation. Resources intended for spending for a purpose set by the governing body itself or by some person or body delegated to exercise such authority in accordance with policy established by the board.
		Unassigned	Residual (general fund only)

II. Purpose

To provide a stable financial environment for the City of Brainerd's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This fund balance policy is meant to serve as the framework upon which consistent operations may be built and sustained.

III. Definitions & Policies

Fund Balance -

Describes the difference between assets and liabilities in the governmental funds (general fund, special revenue funds, capital project funds, debt service funds and permanent funds). This policy covers the general fund and special revenue funds unreserved fund balances.

Non-spendable (GAAP - Reserved)

Definition -

Describes the amount of a fund balance that is associated with resources such as inventories or permanent legal restrictions such as principal of an endowment.

Policy -

At the end of each fiscal year, the City will report the portion of the fund balance that is not available for spending (defined by the State of Minnesota Office of the State Auditor Statement of Position on Fund Balances and the GASB Exposure Draft on Fund Balances).

Spendable (GAAP Unreserved) -

Describes the amount of a cash fund balance that is available for appropriation based on the constraints that control how specific amounts can be spent. Typically, a significant portion of a government's spendable resources can be spent only for specified purposes. The following categories (designations) define the revenue source and the force of the constraint on spending.

Designations should be supported by actual plans approved by either the governing body, an appropriate officer, grant providers or enabling legislation.

Spendable - Restricted (GAAP Part of Reserved & Unreserved - Designated)

Definition -

The restricted fund balance category includes the portion of the *spendable fund balance* that reflects constraints on spending because of legal restrictions stipulated by *outside parties* (e.g., encumbrances for goods or services with outside parties-creditors, grantors outstanding at the end of the year). Also, any legal restrictions from state statutes or grant requirements placed on the use for specific purposes.

Policy -

At the end of each fiscal year, the City will maintain a Spendable-Restricted fund balance equal to the amounts required to accommodate; encumbrances or funds restricted by enabling legislation

Spendable - Committed (GAAP Unreserved - Designated)

Definition -

The committed fund balance classification includes the portion of the *spendable fund balance* that reflects constraints that the city has *imposed upon itself* by a *formal action* of the *city council* (for example, an ordinance or resolution passed by a city council).

Policy -

At the end of each fiscal year, the City will maintain a Spendable-Committed fund balance for long-term loan receivables such as advances to other funds. *Any unrestricted fund balance at year end in any special revenue fund is deemed to be committed to the purpose of that fund and can only be removed by council action. (As amended by Council Action on 12/19/11.*

Spendable - Assigned (GAAP Unreserved - Designated)

Definition -

The assigned fund balance is the portion of the *spendable fund balance* that reflects funds intended to be used by the government for specific purposes assigned by more informal operational plans (e.g. capital goods replacement - the constraint on use is not imposed by external parties or by formal council action). In governmental funds other than the general fund (special revenue funds, capital project funds, debt service funds and permanent funds), assigned fund balance represents the amount that is not restricted or limited.

Policy -

Capital Goods Replacement

At the end of each fiscal year, the City will maintain a Spendable – Assigned fund balance portion for equipment replacement according to the City's Capital Improvement Plan.

Special Revenue Funds Cash Flow

At the end of each fiscal year, The City will maintain Spendable – Assigned portion of the fund balance for cash flow in a range equal to 20 – 40% of the subsequent year's budgeted revenues.

Spendable - Unassigned (GAAP Unreserved - Undesignated)

Definition -

This is the residual classification for the government's **General Fund** and includes all spendable amounts not contained in the other classifications and, therefore, not subject to any constraints. Unassigned amounts are available for any purpose. These are the current resources available for which there are no government self-imposed limitations or set spending plan. Although there is generally no set spending plan for the undesignated portion, there is a need to maintain a certain funding level. Undesignated fund balance is commonly used for emergency expenditures not previously considered. In addition, the resources classified as undesignated can be used to cover expenditures for revenues not yet received.

Policy -

Cash Flow

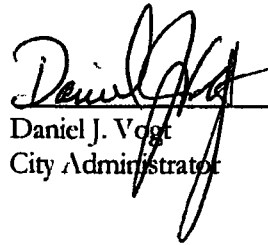
At the end of each fiscal year, the City will maintain Spendable – Unassigned portion of the fund balance for Cash Flow in a range equal to 35 – 50% of

the General Fund operating expenditures. In addition to cash flow needs this accommodates emergency contingency concerns.

In the event that amounts designated for cash flow fall above or below the desired range, the City Administrator shall report such amounts to the City Council as soon as practical after the end of the fiscal year. Should the actual amount designated for Cash Flow fall below the desired range, the City shall create a plan to restore the appropriate levels. Should the actual amount designated for cash flow rise above the desired range, any excess funds will remain undesignated pending the Council's final decision concerning transfer to another fund. It is the policy of the City that such excess funds will be, by council action, to be reported in the spendable limited category of this policy.

Adopted by the Brainerd City Council on this 18th day of May, 2009.

Amended by the Brainerd City Council on this 19th day of December, 2011



Daniel J. Vogt
City Administrator



Brainerd City Council Agenda Request

P+F
6
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Status Report on Facilities Committee

☒ 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: Jim Thoreen	Department: Administration
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue: At the June 28, 2016 meeting the Council adopted the recommendations of the Facilities Committee which emphasized two items in particular: the upgrades to the City Hall HVAC system and the deteriorating front steps. Jeff Hulsether and I have worked with two contractors as we focus on those items. There have been some "stutter steps" (no pun intended) regarding these projects. This discussion is intended to clarify our progress and offer further suggestions.	
Alternatives, Options, Effects on Others/Comments: 1. Gene Halvorson of Maple Hill Energy of Duluth, MN has been most cooperative to develop options for HVAC. He has been on site twice and offered detailed information including pricing. As Jeff and I analyzed his offer, we concluded that Gene has offered more than we anticipated and expected. To clarify, Gene spent about a 1/2 hour on the phone with us this week. He now understands that his precise numbers for certain upgrades, even over a several year period, were not what we sought. Gene is paring down his findings and will submit to us new information next week. 2. The contractor who was suggested by a Facilities Committee member to assess the City Hall steps met with Jeff. We don't believe this person is ready, qualified or even licensed to take on the project. Jeff awaits a project estimate from HyTec for the steps. We will also ask them to quote repair to the roof in the rear of the annex as well as new windows.	
Recommended Action/Motion: I recommend that we continue follow up on these initiatives, but I also again forward my recommendation that the city retain the services of a construction management firm, Contegrity of Little Falls, MN to proceed with a complete analysis of all city buildings in terms of needs for HVAC, electrical systems, technology connections, plumbing, designation of work space for our departments, and generally provide an assessment of the buildings. Our City Hall improvement project was completed 25 years ago. I suggest that we invite Contegrity for an interview in the near future so that if we are going to pursue this work in 2017 we can map a time frame and receive estimated costs.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

Next Steps:

At its June 28, 216 Meeting the following recommendations for City Council action were adopted unanimously:

- A. Invite an HVAC specialist from Duluth to inspect and to make recommendations for City Hall, a person experienced with Dave Pueringer in the proper maintenance of building HVAC systems; estimated cost of no more than \$500.
- B. Request a quote from HyTec Construction and other qualified contractors for the replacement/repair of the City Hall front steps.
- C. Request a quote from a local qualified contractor for the repair of the hole in the roof on the rear entrance to the City Hall Annex building.
- D. Determine the number of windows to be replaced on the 2nd floor of the Annex and retain a local contractor for installation of those in critical need.
- E. Seek quotes from local contractors for replacement of the furnaces as needed in the Annex building and installation of central air for the building.
- F. Seek quotes for the washing or other appropriate repair of the City Hall exterior walls and proceed when the satisfied with method and cost.
- G. Lights - Convert all facilities to LED | Motion detection system - rooms
- H. Fire detection System Repair

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

October 3, 2016
6:45 P.M.
City Council Chambers

1. 2016 Nuisance Abatement Resolution
2. Lakeview Lane Vacation – Public Hearing to be held at City Council Meeting
3. Sewer Connection Cost at 411 SE 13th Street
4. Improvement 16-09 – Buffalo Hills Assessment Methodology
5. Detachment/Annexation of BPU Property

***COMMITTEES WILL ADJOURN BY 7:15 IN ORDER TO ATTEND "SHOWCASING BRAINERD"
PRESENTATION IN COUNCIL CHAMBERS***



Brainerd City Council Agenda Request

SPW
1
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: 2016 Nuisance Abatement - Adoption of Resolution Declaring Costs to be Assessed

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Paul Sandy	Estimated Time Needed: 5 minutes
Summary of Issue: The final nuisance abatement costs and citations have been calculated and an assessment role has been prepared for the unpaid portions. The Council set the Public Hearing time and date at the last meeting and staff is now requesting that the Council adopt a Resolution declaring the costs to be assessed.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Staff is recommending that the Council adopt the attached Resolution Declaring the Costs to be Assessed, Ordering the preparation of the Assessment Role, and Ordering the Public Hearing	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED
ORDERING PREPARATION OF PROPOSED ASSESSMENT,
AND ORDERING A PUBLIC HEARING ON PROPOSED ASSESSMENT**

WHEREAS, the costs have been determined Nuisance Abatement involving the following described areas in the City of Brainerd:

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Misc properties around the City

WHEREAS, the estimated total costs for said improvement is \$40,085.00

WHEREAS, the City Council has ordered preparation of the proposed assessment, and

WHEREAS, the City Council has set the Public Hearing for October 17, 2016 at 7:30 p.m.,

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$0.00, and the portion of the cost to be assessed against benefited property owners is declared to be \$40,085.00.

2. Assessments shall be payable in annual installments extending over a period of one year, to be paid on or before the first Monday in January, 2017, and shall bear interest at the rate of five (4.25%) percent per annum from the date of the adoption of the assessment resolution.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment to the City Administrator, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. The owner of any property so assessed may at any time thereafter pay to the Crow Wing County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

4. Pursuant to Ordinance No. 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988 and any amendments thereto, the City Council may defer a special assessment for needy persons.

5. Pursuant to proper notice duly given as required by law, the hearing will be held on the 17th day of October, 2016, in the City Hall building at Brainerd, Minnesota, at 7:30 p.m.

concerning such proposed assessments and at such time and place all persons owning property affected by such improvements were given an opportunity to be heard with reference to such assessments.

Adopted this ____ day of _____, 201__

GARY SCHEELER
President of the Council

Approved this ____ day of _____, 201__

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator



Brainerd City Council Agenda Request

SPW
2

Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Public Hearing to Consider Vacation of a Portion of Lakeview Lane

- ☐ 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 1st Reading

**provide copy of published hearing notice*

Submitted by: Jeff Hulsether

Department: Engineering

Presenter (Name & Title): Paul Sandy

Estimated Time Needed: 5 minutes

Summary of Issue:

Attached is a copy of a petition, Notice of Hearing, and exhibits for a request to vacate a portion of Lakeview Lane.

Alternatives, Options, Effects on Others/Comments:

Staff has reviewed the application and determined that the area of Lakeview Lane that is the subject of the petition is not necessary for roadway purposes.

Recommended Action/Motion:

Staff is recommending that the Council adopt a Resolution vacating that portion of Lakeview Lane as requested and depicted in the attached sketch, reserving easements for any existing utilities, if any.

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

Please Explain:

PETITION FOR STREET OR ALLEY VACATION

Date SEPT. 2, 2016

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described street or alley hereby petition that such street be vacated as follows: That part of Lakeview Lane lying between the previously vacated north 27 feet and a line commencing at the intersection of the southerly edge of the vacated north 27 feet and the southwesterly extension of the lot line between lots 3 and 4, Terrace Garden Addition and terminating at the southwesterly corner of Lot 1, Sunrise Park Addition.

in accordance with the provisions of Brainerd City Code Section 810.

<u>NAME</u>	<u>ADDRESS</u>	<u>LOT</u>	<u>BLOCK</u>	<u>ADDITION</u>
Mary Margoriz Larson		5		Terrace
	817 Lakewood Lane			Gardens

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has received a petition from Mary Larson, the owner of Lot 5, Terrace Gardens Addition, for the Vacation of a portion of Lakeview Lane adjacent to lots 4 and 5, Terrace Gardens Addition.

Notice is further given that the City Council of Brainerd will meet in the Council Chambers of the City Hall at Brainerd, Minnesota, at 7:30 p.m. on Monday, October 3, 2016 to conduct a Public Hearing to consider said Vacation.

Such persons as desire to be heard with reference to the proposed vacation of said alley will be heard at this meeting.

Dated this 13th day of September, 2016.



Jim Thoreen
City Administrator

Publish - 2 times on
September 16 and 23, 2016



MILL AVE

LAKEVIEW LN

27 FT PREVIOUSLY VACATED

4

5

AREA PETITIONED
TO BE VACATED





Brainerd City Council Agenda Request

SPW
3

Agenda Item #

Requested Meeting Date: 10/03/2016

Title of Item: 411 SE 13th Street Sanitary Sewer Service Connection

☐ 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: Paul Sandy	Department: Engineering
Presenter (Name & Title): Paul Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: As discussed at previous meetings, the sanitary sewer service connection at 411 SE 13th Street was connected to the City sewer main as part of the SE 13th Street project (Improvement 14-08) by DeChantal Excavating. When the home was originally constructed at this location, it was decided to not separate out the sewer service at this residence from the neighbors because the SE 13th Street project was planned for the 2015 construction season, which was ultimately pushed back to 2016. A \$1,500 deposit was paid to the City when the home was built as security that the sewer service would be separated and connected when the project was happening.	
Alternatives, Options, Effects on Others/Comments: The work at this location has been completed for a total cost of \$4,326.49. When the work was being done to connect the sewer service to the new main in 13th Street, there was a large void above the sewer near the service connection location. It was concluded that the sewer main to the south of the new service connection was collapsed and needed to be remedied before the new sewer lining would go through this block of sewer main between Maple Street and Norwood Street. Therefore, a portion of the work and cost was due to the City's sewer main being collapsed at this location. The original builder of the home at 411 SE 13th Street has agreed to pay an additional \$1,000 for the sewer service connection as he feels that was his fair share of the cost of the work that got done at this location.	
Recommended Action/Motion: Staff feels that the builder of the residence at 411 SE 13th Street has paid his fair share of the sewer connection and that the balance of the cost should be a project cost to repair the broken sewer main. The total cost that would be the City's responsibility is \$4,326.49-\$2,500= \$1,826.49. Staff recommends accepting the \$1,826.49 as a project cost and to attribute the \$2,500 in funds paid by the builder to the fund out of which the \$4,326.49 was paid to the Contractor.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>\$1,826.49</u> Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> This cost was be added to the total project cost for Improvement 14-08, in which this cost will come out of the Sanitary Sewer Fund.	



Brainerd City Council Agenda Request

SPW
4

Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Improvement 16-09, Buffalo Hills Lane Construction, Assessment Methodology

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Paul Sandy	Estimated Time Needed: 5 minutes
Summary of Issue: Attached is a variety of information related to assessment methodologies for the Buffalo Hills Project.	
Alternatives, Options, Effects on Others/Comments: Staff would like to engage in discussion about the options and area to be assessed to work towards a consensus. Additional information and discussion may be necessary before a consensus can be reached.	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO

TO: Safety and Public Works Committee

FROM: Jeff Hulsether

DATE: September 28, 2016

RE: Improvement 16-09 – Buffalo Hills Construction

At the last Council meeting, the Committee asked for more information related to assessment methodology. Attached is a spreadsheet which shows the revised estimated project cost based on the revised project limits (to include Mississippi Drive) and based on the assumption that we will utilize State Aid funds to construct the additional structure and assess the remaining balance.

The spreadsheet lists the footage of each subdivision abutting on Buffalo Hills lane and Mississippi Drive. You will note that the total length is slightly longer on the north side which is due to the 1985 improvements completing the construction and widening adjacent to the Mormon Church at that time. You will also note that some subdivisions have been lumped together for calculation purposes primarily because they are adjacent to each other and are served by a common lateral roadway. The average assessable cost for constructing the project is estimated at \$105 per abutting foot.

The figures in column A represent the estimated cost of constructing the improvements adjacent to each subdivision group. Column B equally divides that cost among the lots created in the plat, and column C equally divides the cost among the developed and remaining buildable, or approved in a preliminary plat, parcels of record. In some of the subdivisions, there are examples of property owners consolidating 2 lots into one parcel and splitting an undeveloped lot and attaching the halves to a whole lot. The methodology options could be to assess based on either the number of lots or the number of parcels.

The calculations for an equal distribution of cost to all lots or parcels in the subdivisions adjacent to Buffalo Hills and Mississippi Drive are based on the following assumptions:

- That the unplatted parcel along the south side of Buffalo Hills Lane west of Crescent Hills is assessed on a front footage basis. If the unplatted parcel is treated as an equivalent number of lots, say 4 or 5, the results will shift an additional \$300.00 of assessment to each of the other 270 lots.
- That the crescent Hills subdivision is assessed for 69 lots which is the number of lots approved in the preliminary plat.

Based on the above assumptions, the cost per lot or parcel would be approximately \$2,500 each. Column D then shows that amount of assessment being paid within each

subdivision so that there can be a comparison of the amount of assessment being collecting in each subdivision compared to the cost of making the improvement adjacent to the subdivision. Some of the notable comparisons are as follows:

- About \$130,000 of the cost of constructing Buffalo Hills and Mississippi Parkway to the west of the west Ridge Drive intersection is being distributed to the other 260 parcels in the assessment area which equates to about \$500.00 each.
- About 71% of the cost is being assigned to the properties on the south side of Buffalo Hills because of the more dense population.

In selecting an assessment methodology, both methodologies are defendable. The cost "per subdivision" method allocates the cost attributable to the length of the subdivision along the road to the lots within the subdivision and the "per unit" method allocates the cost equally among all of the users.

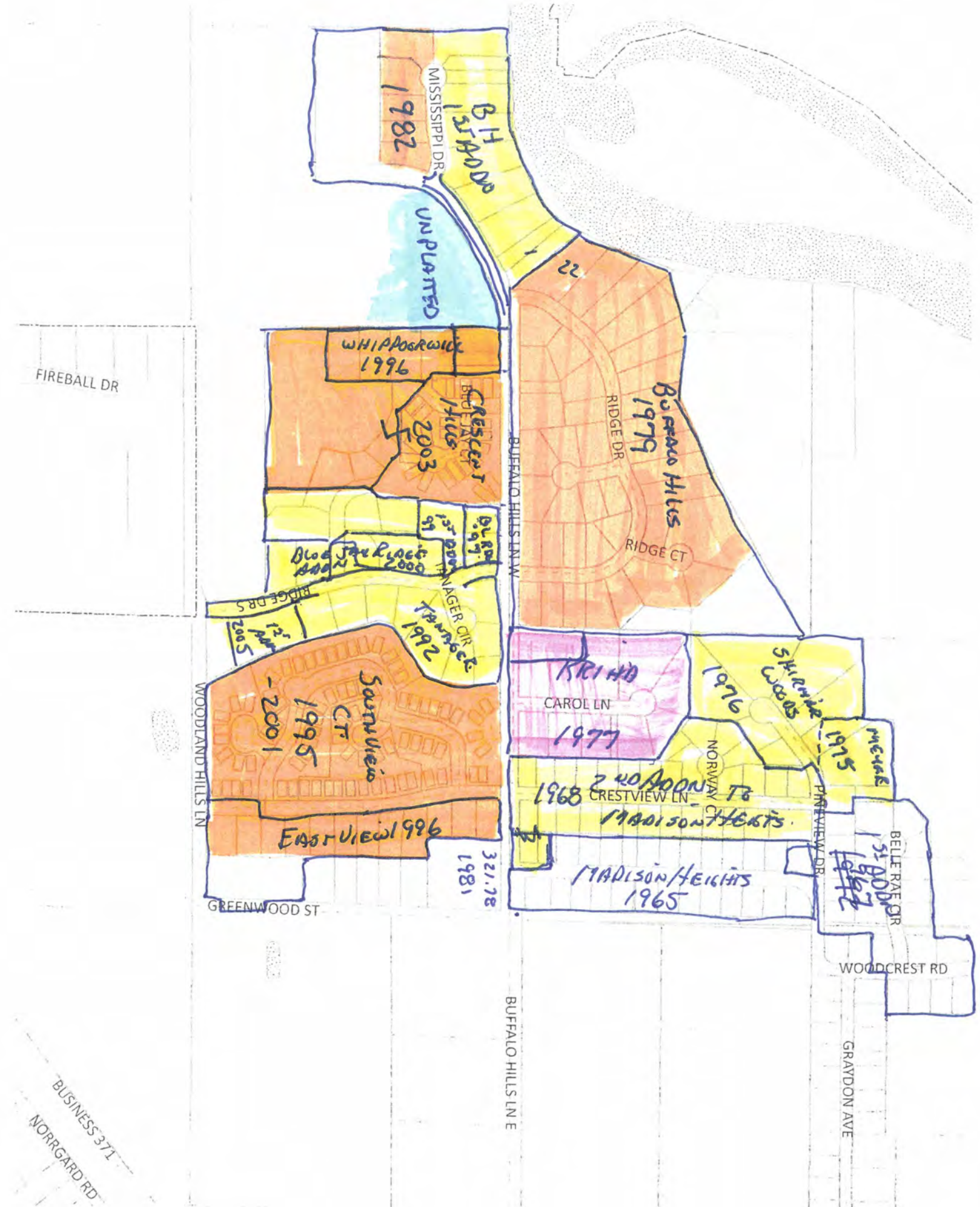
The arguments against a method will most likely be related to the method resulting in an assessment greater than the other method, such as in Southview court where the assessment almost triples if we use the "per parcel" method.

This item is on the agenda for discussion at the meeting on October 3rd. If there is a consensus of a method or if more information is requested, staff will proceed accordingly.

BUFFALO HILLS LANE ASSESSMENT METHODOLOGY OPTIONS

				A	B		C		D		
SUBDIVISION	FRONT FOOTAGE	LOTS	ASSESSMENT PER FOOT	SUBDIVISION ASSESSMENT	ASSESSABLE COST/LOT	NUMBER OF PARCELS	ASSESSABLE COST/PARCEL	ASSESSMENT PER LOT	SUBDIVISION ASSESSMENT	ASSESSMENT PER PARCEL	SUBDIVISION ASSESSMENT
1ST ADDN. TO BUFFALO HILLS (BUFF HILLS)	1105.37	8	105	116,063.85	14,507.98	8	14,507.98	2,415.00	19,320	2,495.00	19,960
BUFFALO HILLS	1490.54	42	105	156,506.70	3,726.35	37	4,229.91	2,415.00	101,430	2,495.00	92,315
KRIHA ADDITION	581.25	11	105	61,031.25	5,548.30	11	5,548.30	2,415.00	26,565	2,495.00	27,445
SECOND ADDN TO MADISON HEIGHTS	486.15	32	105	51,045.75	1,595.18	30	1,701.53	2,415.00	77,280	2,495.00	74,850
NORTH SIDE TOTAL	3663.31	93		384,647.55		86			224,595		214,570
EAST VIEW ADDITION/SOUTHVIEW COURT	698	89	105	73,290.00	823.48	89	823.48	2,415.00	214,935	2,495.00	222,055
TANAGER ADDITION/BLUEJAY RIDGE	795.02	23	105	83,477.10	3,629.44	21	3,975.10	2,415.00	55,545	2,495.00	52,395
CRESENT HILLS/WHIPPOORWILL	787.9	70	105	82,729.50	1,181.85	70	1,181.85	2,415.00	169,050	2,495.00	174,650
MILLS UNPLATTED	739.66	1	105	77,664.30	77,664.30	1	77,664.30	77,664.30	77,664	77,664.30	77,664
1ST ADDN TO BUFFALO HILLS	484.22	5	105	50,843.10	10,168.62	5	10,168.62	2,415.00	12,075	2,495.00	12,475
SOUTH SIDE TOTAL	3504.8	188		368,004.00		186			529,269		539,239.30
	7168.11	281		752,651.55		272			753,864.30		753,809.30

Project cost total	813,900
state aid	60,000
assessable cost	753,900
assessable feet	7,168
cost per foot	105
unplatted parcel cost	77,664
remaining assessable cost	676,236
Number of lots	280
Average cost per lot	2,415
number of parcels	271
cost per parcel	2,495





Brainerd City Council Agenda Request

SPW 5
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Detachment/Annexation of BPU property

☒ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☒ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue: The appropriate location of the Brainerd Public Utilities properties has been an issue for decades. A City of Brainerd function resides within the City of Baxter. Many questions regarding appropriate location by address and physical designation over the years have been asked between the governing bodies in one forum or another. Most recently Mayor Menk and I met briefly with the Baxter City Council, submitted information to the Council and did not receive any formal response.	
Alternatives, Options, Effects on Others/Comments: 1. Status Quo; set the issue aside and "go on with life." 2. Seek annexation through the statutory/administrative process outlined by the Municipal Boundary Adjustment Unit 3. Negotiate directly with the Baxter City Council an agreement to achieve annexation of the BPU property	
Recommended Action/Motion: Staff requests direction from the Council as to preferred alternative to resolve the challenge.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ Minimal Is this budgeted? ☐ Yes ☒ No Please Explain: Unless there is litigation subsequent to City of Brainerd action, the cost is nominal	

S A M P L E

PROPERTY OWNER PETITION FOR CONCURRENT DETACHMENT AND ANNEXATION

IN THE MATTER OF THE PETITION BY ALL OF THE PROPERTY OWNERS FOR THE
DETACHMENT OF CERTAIN LAND FROM THE CITY OF _____, MINNESOTA
AND CONCURRENT ANNEXATION TO THE CITY OF _____, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.061, SUBD. 5

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

We, the undersigned, being all of the property owners of the following described land,
hereby request the Municipal Boundary Adjustment Unit of the Office of Administrative
Hearings to detach said property from the City of _____ and annex it to the
City of _____, pursuant to Minnesota Statutes § 414.061, Subd. 5:

***INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION.
DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.***

In bringing forward this petition, the petitioners state that:

1. There are _____ (number) of property owners in the area proposed for
detachment/annexation. (All of the property owners are required to sign a petition under
Minnesota Statutes § 414.061, Subd. 5, to commence the proceeding. If the land is
owned by both husband and wife, both must sign the petition to represent all owners.)
2. The property is presently within the City of _____ and abuts the City
of _____, in the County of _____.
3. The property proposed for detachment/annexation is _____ acres.
4. This boundary adjustment is being requested because: _____

Date: _____

Property Owner

Property Owner

NOTE: Pursuant to Minnesota Statutes § 414.061, Subd. 5, the petition must be accompanied
by a resolution of at least one of the affected municipalities.

Municipal Boundary Adjustment Unit Contacts

Star Holman star.holman@state.mn.us 651-361-7909

Katie Lin katie.lin@state.mn.us 651-361-7911

(September 2011)

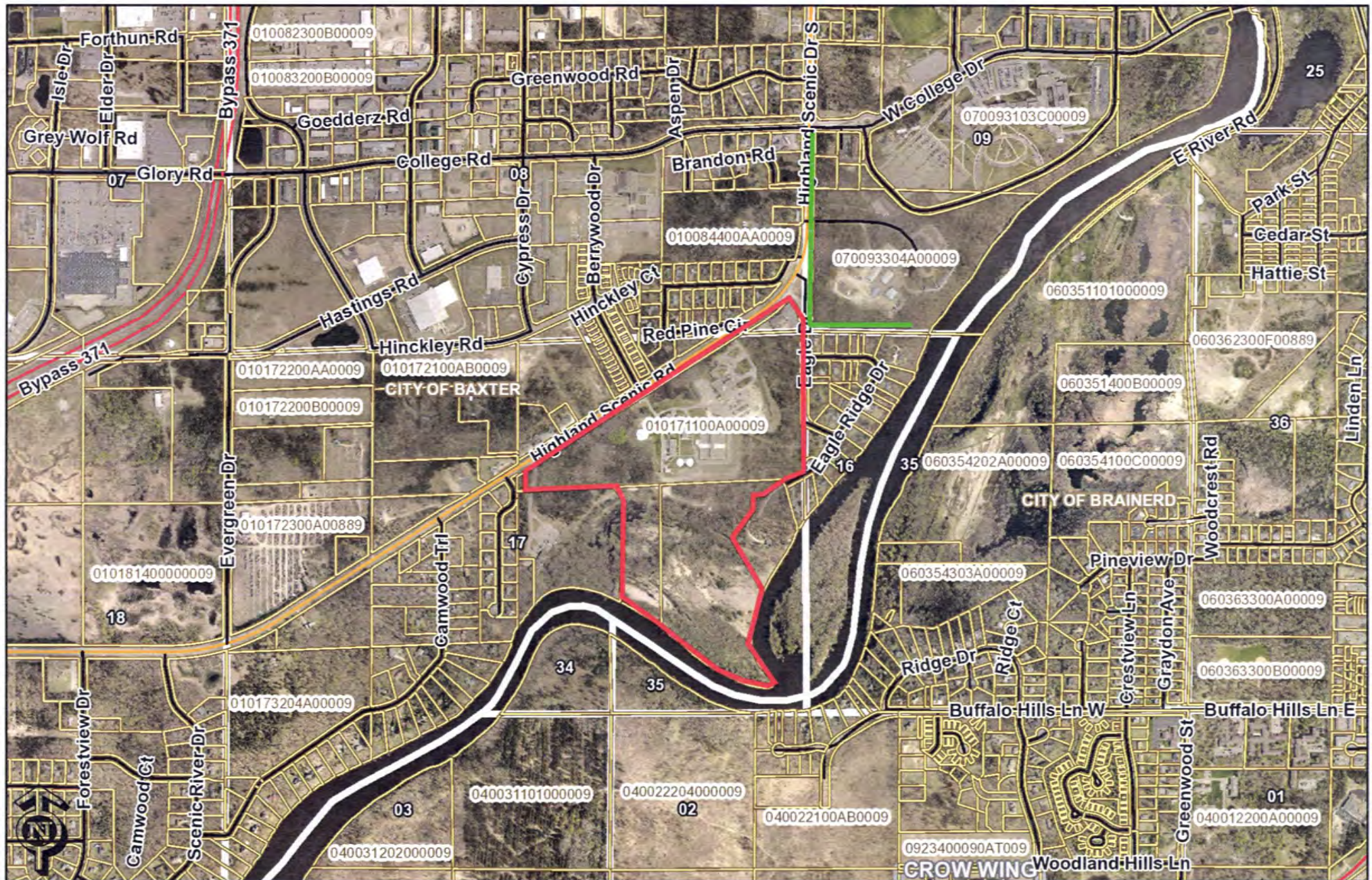


These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

BPU Adjacency

Date: 9/29/2016 Time: 8:01:25 AM





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

BPU Land

Date: 9/28/2016 Time: 3:48:27 PM



S A M P L E

CITY RESOLUTION INITIATING DETACHMENT OF PROPERTY FROM A CITY

RESOLUTION OF THE CITY OF _____ FOR DETACHMENT OF CERTAIN LAND PURSUANT TO MINNESOTA STATUTES § 414.06

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

Pursuant to the 2012 amendment to Minn. Stat. § 414.06, the petitioner(s) shall also provide a copy of this petition to:

- 1) the city from which the land may be detached;*
- 2) all property owners who have not signed this petition;*
- 3) the clerk of the town to which the property may be attached if granted;*
- 4) the clerk of any other abutting town or city; and*
- 5) the county recorder in the county in which the land is located.*

The City of _____ hereby requests by resolution the Office of Administrative Hearings-Municipal Boundary Adjustment Unit to detach certain properties described herein from the City of _____ and make a part of the City of _____.

1. The property is situated within the City of _____, abuts the municipal boundary, and is located in the County of _____.
The petitioned area abuts on the city's N S E W (circle one) boundary(ies).
2. The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.
3. The reason detachment is requested is _____

4. Summarize what efforts were taken prior to filing this petition to resolve the issues: _____

S A M P L E

-2-

5. The number of acres in the property proposed for detachment is _____
and is described as follows:

***INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION.
DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.***

6. The number and character of buildings on said property is _____

7. The number of residents in the area proposed for detachment is _____
(The number of residents is not necessarily the same as number of owners.)

8. Public improvements on said property are _____

Date: _____

Mayor

City Clerk

Municipal Boundary Adjustment Unit Contacts

Star Holman star.holman@state.mn.us 651-361-7909

Katie Lin katie.lin@state.mn.us 651-361-7911

(August 2012)



Brainerd City Council Agenda Request

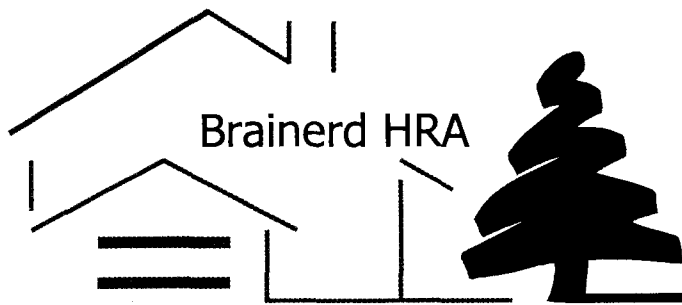
8A

Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Downtown Grant Agreement

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): HRA Executive Director Bergman	Estimated Time Needed: 5 minutes
Summary of Issue: Please see the attached memo from Ms. Jennifer Bergman. Ms. Bergman will be at the meeting to answer any questions you may have.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: * Approve and authorize signatures on the Grant Agreement with the State of Minnesota, the administrative contract with the Brainerd HRA, and the Reuse of Program Income policy as presented. * Approve the rehab policies and procedures as presented.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	



324 East River Road
Brainerd, MN 56401

Phone: 218/828-3705
Fax: 218/828-8817

TO: Brainerd Mayor and City Council:

As discussed at the June 6th Council meeting, the City of Brainerd has been awarded \$650,105.00 from the Minnesota Department of Employment and Economic Development to rehabilitate 8 commercial properties and 17 second floor rental units in downtown Brainerd

As part of the City Grant funding process, a number of items require City Council action. These items are attached and are as follows:

1. Approve and sign the Grant Agreement with the State of Minnesota.
2. Approve and sign an administrative contract with the Brainerd HRA.
3. Approve rehab policies and procedures.
4. Approve and sign the Reuse of Program Income policy.

Thank you,

A handwritten signature in black ink, appearing to read "J. Bergman", is written over a horizontal line.

Jennifer Bergman
Executive Director
Brainerd HRA



**STATE OF MINNESOTA
GRANT CONTRACT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION**

**Small Cities Development Program Grant Contract
Grant No: CDAP-15-0038-O-FY16
City of Brainerd Comprehensive Project**

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the City of Brainerd, 501 Laurel St, Brainerd, MN 56401 ("GRANTEE").

Recitals

1. The State has been allocated funds by the United States Department of Housing and Urban Development under the Community Development Block Grant Program (CDBG) and is authorized to administer the funds pursuant to Minnesota Statutes 116J.401(2). Under Minn. Stat. 116J.402, the State is empowered to enter into contracts as necessary to perform the Commissioner's duties.
2. The State is in need of local units of government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300.
3. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract to the satisfaction of the State.

Grant Contract

1 Terms of Grant Contract

1.1 Effective date: 8/3/2016

1.2 Expiration date: 9/30/2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 18. Assessments; and 30. Program Income.

2 Grantee's Duties

2.1 The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "APPLICATION," which is incorporated into this agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation, and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.)

Specific grantee activity will be detailed and set forth in Clause 4.1(a)

2.2 Provisions for Contracts and Sub-grants.

(a) Contract Provisions. The Grantee must include in any contract and sub-grant, in addition to provisions

that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws.

(b) Job Listing Agreements. Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

(c) Payment of Contractors and Subcontractors. The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

(d) Secondary Applying Communities. Any secondary applying community that is a part of this project must comply with all applicable laws and regulations as stated in this grant agreement. All secondary applying communities will complete the DEED "Local Community Resolution for Secondary Communities" and provide to the State in order to benefit from State assistance outlined in 4.1.

3 Time

The grantee must comply with all of the time requirements described in this grant contract. In the performance of this grant, time is of the essence.

4 Compensation and Payment

4.1 Compensation. The Grantee will be reimbursed according to the budget breakdown provided in the table below to support the activities listed in this table:

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMH	14B	Rental Rehab – Multi-Family	17	17	17	\$289,000	\$123,857	\$412,857
SBA	14E	Commercial Rehab	8	8	8	\$280,000	\$70,000	\$350,000
	21A	Administration				\$81,105		\$81,105
		Totals				\$650,105	\$193,857	\$843,962

(a) Reduction in Actual Cost. For projects that involve construction of public facilities, conversion for new housing, or rehabilitation of 8 housing units or more under one site: If bids are 25 percent or more less than estimated project costs presented in the Grantee's Application, the Grantee must contact the State. Grant amount may be reduced.

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$650,105**.

(c) Pre-agreement Costs. Grantee may incur administrative costs prior to the fully executed grant agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training.

4.2 Payment

(a) Disbursements. The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State.

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

- (a) Federal Funds.** Payments under this grant contract will be made from federal funds obtained by the State through Title 1 CFDA number 14.228 of the Housing and Community Development Act of 1974, as amended. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this agreement, the other provisions of this agreement shall take precedence over the provisions of the Application.

- (b) Eligible Costs.** Eligible costs include the costs identified in the Section 4(a) of this Contract that are incurred during the contract period and are also eligible for the CDBG program.

5 Conditions of Payment

All activities and duties provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law, or in violation of this contract.

6 State's Authorized Representative and Grantee's Project Director

The State's Authorized Representative is Kerrin Reisner, Grants Specialist, 1st National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7462, Kerrin.Reisner@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the activities and duties provided under this grant contract.

The Grantee's Project Director is Dennis Christenson, Rehab Coordinator, Brainerd HRA, 324 East River Road, [ProgOrgStreetAdd2], Brainerd, MN 56401, (218) 824-3432, dennis@brainerdhra.org or his/her successor. If the Grantee's Project Director changes at any time during the grant period, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments and Revisions. Any changes to this contract including, scope of the project and project activities, the budget, policy outlined in the Application, or the expiration date must be approved in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the

provision or the State's right to enforce it.

7.4 Grant Contract Complete. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Subject to the provisions and limitations of Minn. Stat. §466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State and Federal Audits and Monitoring

Under Minn. Stat. §16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination and will be accessible to the General Accounting Office, the U.S. Department of Housing and Urban Development, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant 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 State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State.

The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, an A-133 audit is required to be submitted for that year.

10 Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights. In the event that the Grantee secures a copyright protection on any of the work product created as part of the project, the Grantee agrees to and does hereby grant to the State and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for the use by the State, its divisions, instrumentalities, and local subdivisions, all materials, reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works developed and/or used in connection with the Project now or hereafter covered by copyright.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State 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 the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract, or any activity outlined in Section 4.1(a), if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. Termination of an activity outlined in 4.1 could occur due to no submissions of disbursement requests within a 12-month period of time. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Department of Housing and Urban Development;
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the activities outlined in 4.1(a) of this agreement. Termination must be by a written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Other Provisions

16 Accounting

For all expenditures of funds made pursuant to this Contract, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

17 Uniform Relocation Assistance and Real Property Acquisition Policies Act

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in

conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

18 Assessments

Grantee will not assess the SCDP funds share of any public facilities project.

19 Debarment and Suspension Certification

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

20 Conflict of Interest

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

21 Federal Environmental Standards

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

22 Drug-free Workplace/Drug-Free Workplace Awareness Program

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

23 Prohibition of Excessive Force Policy

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

24 Residential Anti-displacement and Relocation Assistance Plan

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

25 Fair Housing

Grantee agrees to abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

26 Policies and Procedures

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

27 Federal Labor Standards

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

28 Use of Out of State Contractors

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

A. Depositing with the State, eight percent of every payment made to non Minnesota construction contractors, where the contract exceeds \$50,000; or

B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

29 Reporting

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

30 Program Income

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report.

Grantee agrees to have a "SCDP Income Reuse Plan" on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee's Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,

- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the “Post Closeout Online Reporting” and if applicable the “Post Closeout Program Income Expenditure Reporting Form” located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Guide for additional information.

31 Procurement

The Grantee must maintain documentation that shows that professional services were procured in accordance with "The Common Rule," Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at 24 CFR, Part 85, as amended. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with "The Common Rule."

All construction contracts will require competitive bidding, unless waived by the State.

32 Equal Employment & Section 3

Grantee must include Executive Order 11246 (Standard Federal Equal Employment Opportunity Construction Contract Specifications) as well as the Section 3 Clause §135.38, notice regarding economic opportunities for low and very low income persons in all Grantee bidding and contract documents for which the construction costs exceed \$100,000. All Grantees must have a Section 3 and Women or Minority-Owned Business plan documenting how they will promote the use of Section 3 and women or minority-owned contractors and collect the SCDP Section 3 and Women or Minority-Owned Business Certification form(s) from all contractors used on the project.

33 Public Hearing

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

34 Record Retention

The Grantee will maintain all grant related records and files for six years after grant closeout. If applicable, the Grantee will maintain files for all individual, SCDP deferred or installment loans until they have expired.

35 Bid Specifications

For projects that involve construction of public facilities, new housing construction, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

36 Rental Development Agreement

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

37 National Objectives

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

38 Lead Based Paint

For activities that involve the renovation of housing, the Grantee will follow the DEED lead policy that is outlined on the SCDP web site.

The State and Grantee acknowledge their assent to this agreement and agree to be bound by its terms through their signatures entered below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: DARRYL SCARBOROUGH

Date: 9/12/2016

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s).SC111449 PO3000256608 PR22963

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative - Photo Copy

City of Brainerd
Grant #CDAP-15-0038-O-FY16

ADMINISTRATIVE CONTRACT WITH BRAINERD HRA

THIS CONTRACT for administrative services is between the City of Brainerd Hereinafter referred to as "CITY" and the Brainerd Housing and Redevelopment Authority, hereinafter referred to as the "HRA".

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the CITY and the HRA agree as follows:

- I. The term of this contract is for the period beginning 08-03-2016 and ending 09-30-2019.
- II. In consideration of financial reimbursement to be more specifically described below, the HRA agrees to act as administering Agent for the CITY on the Minnesota Small Cities Development Program Grant for which the CITY will receive monies from the state of Minnesota.
- III. As the Administering Agent for the above described grant, the HRA agrees to perform all tasks enumerated below in a manner which will meet or exceed the terms and conditions imposed upon the CITY in the small cities Development Program Grant agreement dated the 3rd day of August, 2016, copies of which are attached as exhibit A.
 - A. Citizens participation. Comply with all state and federal regulations relating to this contract will be complied with.
 - B. Compliance with Federal Regulations. All Federal regulations relating to this contract will be complied with.
 - C. Project Planning. Coordinate the preparation of plans, specifications, contracts and other agreements in a manner consistent with applicable state and federal laws and regulations for all project activities.
 - D. Implementations. The HRA will implement programs authorized under the Small Cities Development Program Grant, within the respective limitations of the grant monies provided and/or in accordance with the state and federal requirements. The specific tasks the HRA will perform for each of the projected categories included in the following:

1. Initial inspection
 2. Work write-up and bid specifications
 3. Securing contractor bids
 4. Bid approval and awarding of contracts
 5. Monitor construction and perform labor standards monitoring
 6. Approve payments to contractors
 7. Final inspection and final payment approval
- E. Coordination of Other Rehabilitation Programs within the Project Area. The HRA will coordinate other applicable rehabilitation programs in the project area, such as the Minnesota Housing Finance Agency Home Improvement Program, And the Weatherization Program.
- F. Compliance with Equal Opportunity Regulations. Ensure that compliance with Section 3 of the Housing and Urban Development Act of 1968, Federal Equal Employment Opportunity Act and Executive Orders and Civil Rights Act of 1964 is maintained.
- G. Financial Record keeping and Control. Keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
1. The HRA will examine each claim and verify that the work has been done and/or materials actually provided for the project.
 2. The HRA will submit all claims on a weekly basis to the CITY for payment.
 3. Requisition prepared by the CITY in anticipation of cash needs, will prepare a voucher as required by the State.
 4. Requisition prepared by the CITY in anticipation of cash needs, will obtain signatures and submit requisitions to the state.

5. Payments to be made within 3 (3) days of the receipt of state monies, subject to any changes in state or federal regulations, the CITY will make payments authorized on each respective voucher.
- IV. The CITY and the HRA mutually agree that a mortgage shall be executed in their joint names as mortgagees securing each loan of monies provided under the Small Cities Development Program to individual property owners for rehabilitation purposes. In regard to such mortgages and assignments, the HRA agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the county recorders office.
- V. For the purpose of this contract, the HRA shall be deemed an independent contractor, and not an employee of the CITY. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the CITY; and any and all claims that may or might arise on behalf of any act or admission on the part of said employees or the HRA shall in no way be obligation or responsibility of the CITY.
- VI. It is further agreed that the HRA shall defend and save the CITY harmless from any claims, demands, actions, or causes of action arising out of any act or admission on the part of the HRA, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by the HRA under the terms of this contract.
- VII. The HRA shall not assign any interest in this contract, and shall not transfer any interest in the same, Whether by assignment, subcontract or novation, without the prior written consent of the CITY except for the following; All lead paint risk assessments and clearance testing will be performed by the HRA lead paint certified subcontractor(Miller Testing & Consulting LLC).

- VIII. The HRA specifically agrees to comply with the requirements of 24 CFR 135.20 and to provide such copies of said regulations as may be necessary for the information of parties to contracts required to contain the Section III clause set forth in 24 CFR 135.20.
- IX. Program Income. Regarding program income generated by the rehab program, the HRA will assist the CITY by providing information on SCDP program income but the city will be responsible for meeting requirements during the grant period as well as after the grant close-out. Any program income will be used for the same purpose from which it is received.
- X. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties, attached to the original of this contract.
- XI. The Waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in the respect to any subsequent breach of default of the terms of this contract. The rights and remedies provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.
- XII. This Contract as well as Exhibit A, which is attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
- XIII. The CITY shall have full access to all records relating to the performance of this agreement.
- XIV. In performing the provisions of this contract, the HRA agrees to comply with all Federal, State and Local laws, and all applicable rules, regulations, or standards established by any agency of such governmental units, which are now or hereafter promulgated.
- XV. The Grantee must not use SCDP funds to pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an office or employee of Congress, or any employee of a member of Congress in connection with the

awarding of any federal contract, the making of a federal grant, the making of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If the Grantee uses non-federal funds to conduct any of the aforementioned activities, the Grantee must complete and submit Standard Form LLL. "Disclosure form to Report Lobbying: Further the Grantee must include the language of this provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

XVI. In Consideration of the prompt and efficient carrying out of the above, The CITY agrees to reimburse the HRA dollar for dollar for its administrative and project related cost in carrying out the above activities up to an amount not to exceed the \$81,105 Rehab Administration Cost maximum amount allowable as specified by the State of Minnesota Department of Trade and Economic Development Community, Community Development Division during the term of the contracts, said monies to come from the \$650,105 totally available in Small Cities Development Program funds and monies actually received by the CITY. Accurate Records of administrative costs shall be kept by HRA and billing shall be made at such times as are convenient to implement the CITY'S requisition of funds from the State of Minnesota. For the purpose of this contract, Administrative and project related costs are defined as follows:

- A. Salary costs actually incurred by the HRA for time expended in all phases of the Project.
- B. Mileage, telephone, supplies and publication costs.
- C. Costs incurred by the attendance at applicable Small Cities Development Conference's within the terms of this contract, including registration fees and travel expenses.

Conferences attendance shall be for the purpose of gaining additional information on community development regulations and program implementation.

- XVII. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
- XVIII. Antitrust. Contractor (HRA) hereby assigns to the State of Minnesota any and all claims for overcharge as to goods and or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XIX. The CITY reserves the right to terminate this contract if the HRA inexcusably fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the receipt by the HRA of Written notice specifying the grounds thereof, unless, prior to that date, the HRA has cured the alleged nonperformance of the provisions of this contract.

NOTICE OF CONTRACTOR (HRA): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your Social Security number or Minnesota Tax Identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This Contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the Payment of state obligations.

Minnesota Tax ID 7352768

Federal Employer ID 41-0950146

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

City of Brainerd, Minnesota

BRAINERD HOUSING AND
REDEVELOPMENT AUTHORITY

BY _____

BY _____

Mayor, City of Brainerd

Chairman of the Housing Redevelopment Authority

BY _____

BY _____

City Administrator, City of Brainerd

Secretary of the Housing and Redevelopment Authority

COMMERCIAL REHABILITATION GUIDELINES – CITY OF BRAINERD

I. PURPOSE

The City of Brainerd shall assist eligible applicants for rehabilitation of private commercial properties with Small Cities Development Program (SCDP) funds. These funds will be used for rehabilitation through deferred loans. These procedures and regulations describe eligibility criteria and program distribution.

II. APPLICATION ELIGIBILITY

Applicant Selection

Selection will be based on a priority system of need for a number of basic safety and livability improvements. A selection rating system will be used based on those needs.

General

Previous recipients of Program benefits are ineligible.

Eligible Properties

Buildings must be located within the slum and blight Downtown Brainerd target area as established in the SCDP grant application.

The property to be rehabilitated must be considered substandard and rehabilitation must be necessary for elimination of blighting influences.

Ownership Requirements

- A. The applicant(s) for rehabilitation assistance must possess at least a one-half interest in one of the following types of ownership in the property to be improved:
 - 1. A fee title.
 - 2. A life estate.
 - 3. A fee title or life estate subject to a mortgage or other lien securing a debt.
 - 4. A mutually binding contract for the purchase of the property where the borrower is rightfully in possession and the purchase price is payable in installments. An applicant purchasing property by Land Sales Contract must provide titleholder's written approval before proceeding.
- B. Ownership includes the titleholders and their spouses.
- C. If an applicant is separated, the spouse must also sign all forms necessary for the completion of rehabilitation.
- D. If an applicant is divorced, but the spouse still holds title, the spouse must either quit claim his/her interest or a divorce decree must be provided which states sole ownership (not only occupancy) in the applicant's name.
- E. Only one property per owner or one ownership interest. If a property owner owns more than one property in the project area, only one property will be eligible for this program unless funds are available after all application he exhausted.

OCCUPANCY REQUIREMENTS FOR PROPERTY TO BE REHABILITATED

The building may be occupied by the owner's business or may be leased property.

Vacant structures will be rehabilitated only if the owner has a signed contract with a tenant to occupy the space after it has been rehabilitated.

III. ELIGIBLE IMPROVEMENTS

All improvements eligible for financial assistance under the City's Rehabilitation Program must be physically attached to the property and be permanent in nature. The following types of improvements are eligible:

- A. Any improvement required to bring the unit up to rehabilitation standards of the City and HRA as provided by the grant application. These units will be considered "standard" when completed.
- B. Any improvement necessary to bring the property into conformance with the State Energy Conservation Standards.
- C. Accessibility improvements that accommodate customer's movement or mobility limitations. Ramps, grab bars, widened doorways and changes in bathroom fixture types and placement are examples of accessibility improvements. The need for accessibility improvements must be justified according to the type of disability, level of benefit and necessity to meet a priority need such as a safe entry\exit or personal hygiene.
- D. The rehabilitation work must be necessary to eliminate blighting influences as considered by the City's local Slum and Blight definition.
- E. Each improvement must be a permanent general improvement. Permanent general improvement shall include alterations, renovation or repairs upon and in connection with existing structures, which correct defects and deficiencies in the property affecting directly the aesthetics of the property or the safety, habitability, accessibility, of the structure.
- F. Improvements made to buildings must be in compliance with all applicable health, fire prevention, building and energy codes and standards; provided, however, that no application shall be denied solely because the improvement will not bring such building into total compliance.
- G. Fire/Safety Code Related Improvements.
- H. Exterior Improvements – This must include the building envelope which includes items such as: roofs, façade restoration, store fronts, exterior surface repair, cleaning and/or painting.
- I. Awning/Signage – Signage must be simple identification signs only. Advertising signs and lighted or neon signs will not be allowed.
- J. Only those substandard units that can be rehabilitated within the cost guidelines of the program are eligible.

Definition of Suitable for Rehab;

It shall be the policy of all rehab programs administered by the HRA that only those buildings determined to be suitable for rehab will be improved. To be suitable for rehab, the cost of rehabilitating the unit to a standard condition shall not exceed the pre-rehab market value of the dwelling. For those buildings that do not meet the above definition, a case by case determination will be made as to whether other options are available or if not, to proceed with rehabilitation of the existing buildings.

- K. Each property must have at least one first priority improvement from the following priority list to be eligible:

1st PRIORITY – Buildings in need of façade repairs. Buildings with health or safety problems (faulty heating systems, faulty wiring, or other conditions considered hazardous to health and safety).

2nd PRIORITY – Buildings in greatest need of insulation and energy conservation measures. (Lack of insulation, inefficient heating system, excessive infiltration).

3rd PRIORITY – Buildings with basic structural deficiencies (foundation work, roofing, siding, windows and doors, inadequate plumbing, heating and electrical systems).

- L. The following improvements are ineligible:

1. Construction or installation of garages, fireplaces, air conditioning, decks, patios, porches, fences, landscaping, sidewalks, and driveways. However, repairs to these items, which would render existing installations free from clear and imminent health or safety hazards, are eligible.
2. Grant funds may not be used for refinancing.
3. SCDP Funds shall not be used for remodeling including, but not limited to interior walls, ceilings, flooring, sidewalks, driveways, and landscaping. However, such improvements may be part of the owners match requirement.

IV. DEFERRED LOANS

After determining eligibility the applicant will be eligible for a deferred loan of up to the lesser of \$40,000 or 80% of rehab costs. The remaining improvement costs will be financed by the owner through a bank loan or personal funds.

Repayment

A recipient of a deferred loan shall sign a Repayment Agreement with the City. If the rehabilitated property is sold, transferred or otherwise conveyed within Ten (10) years from the date upon which the rehabilitation was begun, and the City shall have a lien for repayment of all funds.

V. STANDARD OPERATING PROCEDURES

Administration

Dennis Christenson – Rehab Coordinator
Lindsay Smude – Rehab Assistant
Jennifer Bergman –HRA Executive Director

City staff under the direction of the City Finance Director, will perform all accounting and financial management.

Owner Application

Owner application will consist of owner/HRA interview and the owner's submittal of a complete application, including appurtenant attachments and verifications.

The interview will cover:

- A. Explanation of the Rehab Program, including rehab standards, eligible improvements, loan structuring, pertinent rehab administrative and loan procedures, and applicant, contractor, and City obligations.
- B. Applicant comments and questions.
- C. Brief discussion of applicant's improvement needs.

Data Privacy

Information on program applicants (including, but not limited to, credit reports, financial statements, income calculations and asset information) is private data, which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the members of the Brainerd HRA Board of Directors, the HRA staff, and the staffs of participating agencies, organizations, or Financing Sources.

Application Review

The application will be reviewed for completeness and for eligibility. If the applicant is eligible, he/she may continue with the Rehab Program. If not, the application will be filed under "Ineligible Applicants". Either way, applicants will be notified of their status and ineligibles will be asked to advise us of any future changes, which could change their eligibility.

Historical Review

All properties that are to be rehabbed, will be reviewed by the State Historic Preservation Office prior to beginning of construction.

Initial Inspection/Scope of works

The HRA Rehab Coordinator will visit applicant's property to note existing conditions and determine what improvements are needed to bring the property up to Rehab Standards.

The Rehab Coordinator will draft a scope of work and go through it with the owner(s), get input on the recommended work, discuss possible alternatives for achieving Rehab Standards, and make any revisions necessary. The Rehab Coordinator will also complete a preliminary cost estimate.

Securing Bids

The Rehab Coordinator will prepare a scope of work describing work specifications and attach a bid form. The applicant will be given the opportunity to secure bids on a competitive basis from at least two local contractors or select bidding contractors from the HRA list of approved contractors. The Rehab Coordinator will review all bids submitted and bids will be accepted by the applicant.

Generally, the low bid will be accepted. If, for a valid reason, (irresponsible bidding, poor references, etc.) the owner does not wish to accept the low bid, the high bid may be accepted. If the accepted high bid is within 5% of the low bid, it will be included in the deferred loan amount. If it is more than 5% higher, the owner must pay the difference or the project must be re-bid. The HRA must approve all such changes and provide file documentation. If only one bid is received, it may be compared with the HRA cost estimate and if deemed reasonable, can be approved with agreement by both owner and HRA.

Rehab Contract

When all necessary funds to complete the rehab project have been committed, a Contractor-Owner Contract will be signed by the contractor and the owner. The contract specifies contractor and owner terms, conditions, and obligations, including start and completion dates, insurance, lead license number, termination conditions and a Proceed to Work Order will then be sent to the approved contractor. No work may begin until such order is issued.

Contract Award

The contract shall be awarded to the lowest base bid unless one of the following circumstances occurs:

1. The bid is determined to be unrealistically low and the contractor agrees to withdraw the bid.
2. The contractor has failed to follow the procedures as outlined in the instructions to the bidders.
3. The building owner does not want the low contractor to perform the work and agrees to pay the difference between the lowest bid and the preferred contractor's bid.
4. There appears to have been collusion between two or more contractors in which case all bids in the questionable trade category will be thrown out and different contractors solicited for bids; and,
5. The contractor fails to bid according to the specifications, and it proves impossible to compare that contractors' bid with other contractors.

Pre-Construction Conference

A preconstruction conference shall be conducted prior to issuance of a Notice to Proceed to discuss the contractors and owners responsibilities, the construction, monitoring and payment system. The Davis-Bacon and Related Acts, Equal Employment Opportunity and Section 3 requirements will be emphasized at this time.

Disbursement of Funds

After being certified as eligible to participate in the Commercial Rehabilitation Program, the Rehabilitation Coordinator shall proceed with executing the Deferred Loan Agreement and when

executed by the property owner the owner's matching funds will be deposited with City and disbursed before any SCDP funds are spent. No disbursement of funds shall be authorized until the Rehabilitation Coordinator has approved that the work has been completed and all compliance requirements have been met. Approval shall be evidenced by an executed Contractor Payment Request signed by all parties including the owner.

Disbursement of funds shall be authorized by the Rehab Coordinator with approval by the applicant evidenced by a Contractor Payment Request signed by the applicant, HRA and contractor. Partial payments are allowed based on the amount of work completed to date. Lien waivers will be obtained for all payments made.

Change Orders

All change orders to the scope of work will require the signature of the owner, Rehab Coordinator and Contractor.

Interim Inspections

During the course of a rehab, the Rehab Staff will inspect ongoing work at least once every two weeks to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

Final Inspection and Payment

When a rehab is completed, the Rehab Staff shall conduct a final inspection to ensure that the work has been completed according to scope of work and contract and that it meets rehab standards for the program.

If the rehab is satisfactory, final payment to the contractor will be made. In turn, the Contractor submits to the Rehab Coordinator and owner lien waivers from himself, subcontractors, and material suppliers for the total costs of the rehab and sworn construction statements listing all subcontractors and material suppliers.

Rehab Closeout

Upon satisfactory rehab completion, the owner, Contractor, and Rehab Coordinator shall sign a Contractor Payment Request. Also a close out letter will be provided to the owner.

Appeal and Complaint Procedures

Applicants denied program participation or having other complaints concerning the housing rehab program may direct their complaint or appeal to the Brainerd HRA. The Rehab Coordinator who found the applicant ineligible for program participation or who is dealing with the rehab, will make a written response to the complaint or appeal within fifteen (15) working days. The Rehab Coordinator will also contact the complainant and attempt to resolve the problem.

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Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (Labor Standards) will apply to all projects whose total rehab costs exceed \$2,000

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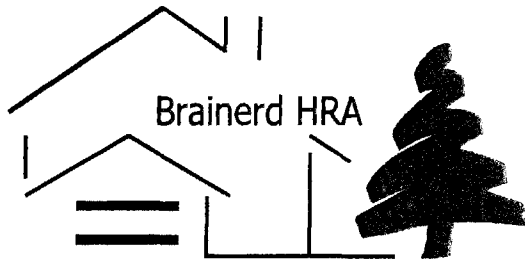
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Brainerd, MN 56401

Phone: 218-824-3432
Fax: 218-828-8817

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SCDP REHAB STANDARDS

FOUNDATION - Correct deficiencies such as settling and upheaval caused by frost, straighten crooked floors, replace any severely cracked or crumbling areas of foundation, and caulk all minor cracks.

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SEWER (PRIVATE SEPTIC SYSTEMS) - All non-functioning or non-existing systems will be replaced with either a two tank or one tank and drain field system as each particular case dictates. All plugged or slow drain lines will be opened or replaced

ELECTRICAL - All 30 amp and 60 amp systems will be upgraded to at least 100 amp with breakers.

- All kitchens to have at least two 20 amp appliance circuits and GFCI outlets.
- All bathrooms to have GFCI outlets and vent fans.
- All floors and all bedrooms to have smoke detectors, battery or electric
- All rooms to have additional outlets as required by code.
- All existing wiring, outlets, and lights checked and corrected or replaced.
- All entrances to have switched lights.
- All knob and tube wiring to be removed and replaced.
- Wire water heater for off-peak as appropriate.
- All dwellings to have carbon monoxide detectors within ten feet of all bedrooms.

PLUMBING - Replace all inoperable or obsolete fixtures. Repair others as necessary. Install shut-off valves on all supply lines to new fixtures. Install venting in drain lines as needed. All water heaters to be checked for efficiency of operation and repaired or replaced as needed.

HEATING - All homes to be equipped with some form of central heat with at least 80% efficiency.

STAIRWAYS - All interior and exterior stairs of three or more steps will have handrails and will be reconstructed, if necessary, to as close to State building codes regarding stairways as possible.

CHIMNEYS - All chimneys venting gas or wood burning appliances will have Class A liners. All badly deteriorated chimneys will be replaced. All chimneys will be checked and tuck-pointed as necessary.

KITCHENS - Adequate storage and food preparation space will be provided by installing or replacing cabinets and countertop.

BATHROOMS - All facilities including tub, shower, toilet, sink and vent fan will be repaired, replaced, or installed as needed. All stools will be equipped with anti-syphon filler assemblies.

LEAD BASE PAINT - Any interior or exterior paint which is chipped and peeling and which may contain lead will be either scraped and repainted or the material will be removed and replaced. Also, lead safe work practices will be adhered to by all contractors.

NOTE: *Procedures or remedies described herein are not intended to replace or mitigate those required by the building code.*

REHABILITATION PROGRAMS FOR LOW-MODERATE INCOME HOMEOWNERS

ENERGY EFFICIENCY STANDARDS

All homes will receive a preliminary inspection relating to energy conservation improvements.

Upon completion of rehabilitation, all homes will meet or exceed state energy standards.

Also, for all homes inspected that do not qualify for rehabilitation under this program, the homeowner will receive a report so that he/she may pursue energy conservation improvements on his own.

All homes will be rehabilitated to the following standards:

I. HEATING SYSTEMS

- A. All heating systems upgraded to at least 80% efficient systems.

II. CAULKING

- A. Caulking of all points of possible air infiltration.
- B. Caulking or otherwise insulating of all points of exfiltration into attic.

III. WATER HEATER

- A. Replace with an energy efficient heater and insulate hot water pipes throughout basement or cellar area.

IV. WINDOWS - DEPENDING UPON CONDITION

- A. If any sign of deterioration exists, replace with double pane insulated glass units.
- B. If replacement is not needed, completely weatherstrip windows, install sash locks, replace broken or cracked glass, and re-glaze.

V. DOORS - DEPENDING UPON CONDITION

- A. Replace all hollow or panel type entry doors with metal clad insulated prehung doors (complete assembly).
- B. If replacement is not needed, tighten or replace weatherstripping and threshold.

VI. ELECTRICAL BOXES

- A. Install gaskets on all boxes located in exterior walls.

VII. STORM WINDOWS AND DOORS – DEPENDING UPON CONDITION

- A. If any deterioration exists, replace windows with combinations and doors with lifetime insulated storm doors.
- B. If replacement is not necessary, tighten and re-glaze.

VIII. ATTIC INSULATION

- A. Insulate entire attic space including any access doors with minimum of R-40.

IX VENTILATION

- A. Install ventilation to code.

X KNEE WALLS

- A. Insulate to R-19 (5 ½” fiberglass)

XI EXTERIOR WALLS

- A. Insulate to highest R-factor possible.

XIII CRAWL SPACE OR CELLAR AREA

- A. Insulate entire perimeter to two feet below ground level to R-19.

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HOUSING REHABILITATION GUIDELINES – RENTER OCCUPIED – CITY OF BRAINERD

I. PURPOSE

The City of Brainerd shall assist eligible applicants for rehabilitation of private properties with Small Cities Development Program (SCDP) funds. These funds will be used for housing rehabilitation through deferred loans. These procedures and regulations describe eligibility criteria and program distribution.

II. APPLICATION ELIGIBILITY

Applicant Selection

Selection will be based on a priority system of need for a number of basic safety and livability improvements. A selection rating system will be used based on those needs.

General

Previous recipients of Program benefits are ineligible.

Residence

Rental units must be located within Downtown Brainerd Target area as delineated in the SCDP grant application.

Ownership Requirements

- A. The applicant(s) for rehabilitation assistance must possess at least a one-half interest in one of the following types of ownership in the property to be improved:
 - 1. A fee title.
 - 2. A life estate.
 - 3. A fee title or life estate subject to a mortgage or other lien securing a debt.
 - 4. A mutually binding contract for the purchase of the property where the borrower is rightfully in possession and the purchase price is payable in installments. An applicant purchasing property by Land Sales Contract must provide titleholder's written approval before proceeding.
- B. Ownership includes the titleholders and their spouses.
- C. If an applicant is separated, the spouse must also sign all forms necessary for the completion of rehabilitation.
- D. If an applicant is divorced, but the spouse still holds title, the spouse must either quit claim his/her interest or a divorce decree must be provided which states sole ownership (not only occupancy) in the applicant's name.
- E. Property can not be for sale.

Occupancy Requirements for Property to be Rehabilitated

A minimum of 51% of the rental units must be occupied by low-moderate income tenants as determined by HUD (80% of Crow Wing County median income). Income of tenants must be verified.

Income Eligibility

- A. Annual income will be used to determine eligibility.
- B. Annual income will be based on current income.
- C. Income includes:
 - Wages or salaries, including commissions, bonuses, overtime pay and tips.
 - Business income for self-employed individuals.
 - Rental or real estate income, including payments received from properties being sold on Contracts for Deed.
 - Interest and dividends.
 - Gains from the sale of property or securities.
 - Estate or trust income.
 - Pensions and annuities, including PERA, Social Security, VA.
 - Any financial assistance including, but not limited to: AFDC, SSI, Welfare, Unemployment Compensation and Worker's Compensation.

Child support, alimony, and social security received by applicant's children shall not be considered as income. Foster children will not be counted in on family size and the income received for support of foster children will not be used to compute total income.

- D. Income will be based on the primary wage earners of household, thus excluding income from dependents.
- E. If the tenant is self-employed and derives his/her income from a business, which he/her owns or co-owns, an average of net income over a two-year period will be evaluated to determine income. Any net loss average for two years will be counted as -0- for eligibility purposes but will be deducted from other income sources for affordability
- F. If a portion of the tenant's income is from a part-time business operation; the average of the part-time income for the previous two years will be added to current income.
- G. If tenant has been self-employed for less than two years; business income for one year will be used to determine income. Pro-ratio will be used for partial years.
- H. If tenant is seasonally employed, current income and any unemployment compensation will be prorated based on past two years work history.

Verification of Income

Written verification of all sources of income and assets shall be required. The following are acceptable;

- A. Third party income verifications or pay check stubs showing year to date income.
- B. Previous two years tax returns

- C. Income verification forms completed by employer, agency, institution (bank, insurance company, etc.)
- D. Visual verification form signed by program administrator.
- E. Copy of current savings passbook or certificate.
- F. Other documentation as appropriate.
- G. Combination of the above as needed to verify all income.

Income verification shall be current to within 90 days of the initial housing inspection for the rehab program.

III. ELIGIBLE IMPROVEMENTS

All improvements eligible for financial assistance under the City's Rental Rehabilitation Program must be physically attached to the property and be permanent in nature. The following types of improvements are eligible:

- A. Clearance of all lead hazards that are reported through the lead risk assessment done on each dwelling.
- B. Any improvement required to bring the unit up to rehabilitation standards of the County and HRA as provided by the grant application. These units will be considered "standard" when completed.
- C. Any improvement necessary to bring the property into conformance with the State Energy Conservation Standards.
- D. Accessibility improvements that accommodate a resident's movement or mobility limitations. Ramps, grab bars, widened doorways and changes in bathroom fixture types and placement are examples of accessibility improvements. The need for accessibility improvements must be justified according to the type of disability, level of benefit and necessity to meet a priority need such as a safe entry\exit or personal hygiene.
- E. Only those substandard units that can be rehabilitated within the cost guidelines of the program are eligible. If units are not suitable for rehabilitation, other alternatives will be explored by HRA staff.

Definition of Suitable for Rehab;

It shall be the policy of all County housing programs administered by the HRA that only those dwellings determined to be suitable for rehab will be improved. To be suitable for rehab, the cost of rehabilitating the unit to a standard condition shall not exceed the pre-rehab market value of the dwelling. For those units that do not meet the above definition, a case by case determination will be made as to whether other housing options are available or if not, to proceed with rehabilitation.

F. Each property must have at least one first priority improvement from the following priority list to be eligible:

1st PRIORITY – Units with health or safety problems (faulty heating systems, faulty wiring, lead paint hazard, or other conditions considered hazardous to health and safety).

2nd PRIORITY – Units in greatest need of insulation and energy conservation measures. (Lack of insulation, inefficient heating system, excessive infiltration).

3rd PRIORITY – Units with basic structural deficiencies (foundation work, roofing, siding, windows and doors, inadequate plumbing, heating and electrical systems).

IV. DEFERRED LOANS

After determining eligibility the applicant will be eligible for a deferred loan of the lesser of \$20,000.00 per unit or 70% of the rehab cost. The remaining improvement costs will be financed by the owner through a bank loan or personal funds.

Repayment

A recipient of a deferred loan shall sign a Repayment Agreement with the City. If the rehabilitated property is sold, transferred or otherwise conveyed within ten (10) years from the date upon which the rehabilitation was begun, then the recipient shall repay the principal amount of the loan and the City shall have a lien for repayment of all funds. After ten years, no repayment shall be due and the deferred loan will be forgiven.

Program Rent Limits

All rental units must be within the fair market rent limits established by HUD for Crow Wing County. Rents must stay within these limits for the repayment term of the program. Rent limits are adjusted annually by HUD and incremental annual rent increases are allowed with HRA approval as long as they do not exceed program rent limits. For any low-moderate income tenants, rents cannot be raised if they are paying more than 30% of their income for gross rent (rent plus tenant paid utilities).

V. STANDARD OPERATING PROCEDURES

Administration

Dennis Christenson – Rehab Coordinator
Lindsay Smude – Rehab Assistant
Jennifer Bergman – HRA Executive Director

City staff under the direction of the City Finance Director, will perform all accounting and financial management.

Owner Application

Owner application will consist of owner/HRA interview and the owner's submittal of a complete

application, including attachments.

The interview will cover:

- A. Explanation of the Rehab Program, including rehab standards, eligible improvements, loan structuring, pertinent rehab administrative and loan procedures, and applicant, contractor, and City obligations.
- B. Lead based paint poisoning warning (and signature on form) and brochures.
- C. Applicant comments and questions.
- D. Brief discussion of applicant's improvement needs.

Data Privacy

Information on program applicants (including, but not limited to, credit reports, financial statements, income calculations and asset information) is private data, which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the members of the Brainerd HRA Board of Directors, the HRA staff, and the staffs of participating agencies, organizations, or Financing Sources.

Application Review

The application will be reviewed for completeness and for income eligibility. If the applicant is eligible, he/she may continue with the Rehab Program. If not, the application will be filed under "ineligible Applicants". Either way, applicants will be notified of their status and ineligibles will be asked to advise us of any future changes, which could change their eligibility.

Historical Review

All buildings that are to be rehabbed, will be reviewed by the State Historic Preservation Office prior to beginning of construction.

Initial Inspection/Scope of works

The HRA Rehab Coordinator will visit applicant's property to note existing conditions and determine what improvements are needed to bring the property up to Housing Rehab Standards.

The Rehab Coordinator will draft a scope of work and go through it with the owner(s), get input on the recommended work, discuss possible alternatives for achieving Rehab Standards, and make any revisions necessary. The Rehab Coordinator will also complete a preliminary cost estimate.

After the HRA initial inspection, the lead paint risk assessment will be performed.

When test results come back, the scope of work will be revised as required and the owner and tenants will receive the summary notice of risk assessment. If lead is found to be present, lead certified contractors will be used to perform all lead related work.

Securing Bids

The Rehab Coordinator will prepare a scope of work describing work specifications and attach a bid form. The applicant will be given the opportunity to secure bids on a competitive basis from at least two local contractors or select bidding contractors from the HRA list of approved contractors. The Rehab Coordinator will review all bids submitted and bids will be accepted by the applicant.

Generally, the low bid will be accepted. If, for a valid reason, (irresponsible bidding, poor references, etc.) the owner does not wish to accept the low bid, the high bid may be accepted. If the accepted high bid is within 5% of the low bid, it will be included in the deferred loan amount. If it is more than 5% higher, the owner must pay the difference or the project must be re-bid. The HRA must approve all such changes and provide file documentation. If only one bid is received, it may be compared with the HRA cost estimate and if deemed reasonable, can be approved with agreement by both owner and HRA.

Rehab Contract

When all necessary funds to complete the rehab project have been committed, a Contractor-Owner Contract will be signed by the contractor and the homeowner. The contract specifies contractor and homeowner terms, conditions, and obligations, including start and completion dates, insurance, lead license number, termination conditions and proceed to work order will then be sent to the approved contractor. No work may begin until such order is issued.

Contract Award

The contract shall be awarded to the lowest base bid unless one of the following circumstances occurs:

1. The bid is determined to be unrealistically low and the contractor agrees to withdraw the bid.
2. The contractor has failed to follow the procedures as outlined in the instructions to the bidders.
3. The building owner does not want the low contractor to perform the work and agrees to pay the difference between the lowest bid and the preferred contractor's bid.
4. There appears to have been collusion between two or more contractors in which case all bids in the questionable trade category will be thrown out and different contractors solicited for bids; and,
5. The contractor fails to bid according to the specifications, and it proves impossible to compare that contractors' bid with other contractors.

Pre-Construction Conference

A preconstruction conference shall be conducted prior to issuance of a Notice to Proceed to discuss the contractors and owners responsibilities, the construction, monitoring and payment system. The Davis-Bacon and Related Acts, Equal Employment Opportunity and Section 3 requirements will be emphasized at this time.

Disbursement of Funds

After being certified as eligible to participate in the Rental Rehabilitation Program, the Rehabilitation Coordinator shall proceed with executing the Deferred Loan Agreement and when executed by the property owner the owner's matching funds will be deposited with the City and disbursed before any SCDP funds are spent. No disbursement of funds shall be authorized until the Rehabilitation Coordinator has approved that the work has been completed and all compliance requirements have been met. Approval shall be evidenced by an executed Contractor Payment Request signed by all parties including the owner.

Disbursement of funds shall be authorized by the Rehab Coordinator with approval by the applicant evidenced by a Contractor Payment Request signed by the applicant, HRA and contractor. Partial payments are allowed based on the amount of work completed to date. Lien waivers will be obtained for all payments made.

Change Orders

All change orders to the scope of work will require the signature of the homeowner, Rehab Coordinator and Contractor.

Interim Inspections

During the course of a rehab, the Rehab Staff will inspect ongoing work at least once every two weeks to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

Final Inspection and Payment

When a rehab is completed, the Rehab Staff shall conduct a final inspection to ensure that the work has been completed according to scope of work and contract and that it meets housing rehab standards for the program.

If the rehab is satisfactory, final payment to the contractor will be made. In turn, the Contractor submits to the Rehab Coordinator and Owner lien waivers from himself, subcontractors, and material suppliers for the total costs of the rehab and sworn construction statements listing all subcontractors and material suppliers. Lead paint clearance inspections and testing will be done as soon as practical after all lead work is completed.

Rehab Closeout

Upon satisfactory rehab completion and lead clearance, the Owner, Contractor, and Rehab Coordinator shall sign a Contractor Payment Request. If lead paintwork is involved, the lead clearance report will also be provided to the owner. Also a close out letter will be provided to the homeowner.

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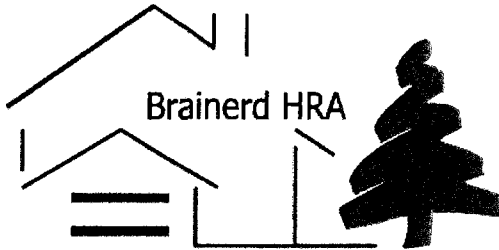
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- Those persons who you authorize to see it.
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SIDING AND TRIM - All siding and trim that is worn rotted or will no longer hold paint will be replaced, normally with vinyl siding. Siding and trim that is in generally good condition but needs paint will be thoroughly scraped and all scraped and unprimed areas will be primed with quality oil base primer and painted two coats; finish coats may be either oil base or latex.

WATER - Test all water for coliform bacteria and nitrates. If problem exists that cannot be corrected through disinfecting of well, or there is no well, a 4" well will be drilled with new pump and pressure system. If existing water problems can be solved with a conditioner, then rental of same will be recommended. For wells with potable water but problems such as lack of pressure or antiquated systems, corrective measures will be taken as necessary. All abandoned wells will be capped as per State requirements.

SEWER - All non-functioning or non-existing systems will be replaced with either a two tank or one tank and drain field system as each particular case dictates. All plugged or slow drain lines will be opened or replaced

ELECTRICAL - All 30 amp systems will be upgraded to at least 100 amp with breakers. All 60 amp systems will be upgraded to at least 100 amp except small houses with few occupants and additional service is not necessary.

- All kitchens to have at least two 20 amp appliance circuits and GFCI outlets.

- All bathrooms to have GFCI outlets and vent fans.

- All floors and all bedrooms to have smoke detectors, battery or electric

- All rooms to have additional outlets as required by code.

- All existing wiring, outlets, and lights checked and corrected or replaced.

- All entrances to have switched lights.

- All knob and tube wiring to be removed and replaced.

- Wire water heater for off-peak as appropriate.

PLUMBING - Replace all inoperable or obsolete fixtures. Repair others as necessary. Install shut-off valves on all supply lines to new fixtures. Install venting in drain lines as needed. All water heaters to be checked for efficiency of operation and repaired or replaced as needed.

HEATING - All homes to be equipped with some form of central heat with at least 80% efficiency.

STAIRWAYS - All interior and exterior stairs of three or more steps will have handrails and will be reconstructed, if necessary, to as close to State building codes regarding stairways as possible.

CHIMNEYS - All chimneys venting gas or wood burning appliances will have Class A liners. All badly deteriorated chimneys will be replaced. All chimneys will be checked and tuck-pointed as necessary.

CARBON MONOXIDE DETECTORS - All units with gas, oil or wood heat to have at least one carbon monoxide detector installed.

KITCHENS - Adequate storage and food preparation space will be provided by installing or replacing cabinets and countertop.

BATHROOMS - All facilities including tub, shower, toilet, sink and vent fan will be repaired, replaced, or installed as needed. All stools will be equipped with anti-syphon filler assemblies.

LEAD BASE PAINT - Any interior or exterior paint which is chipped and peeling and which may contain lead will be either scraped and repainted or the material will be removed and replaced. Also, lead safe work practices will be adhered to by all contractors.

NOTE: *Procedures or remedies described herein are not intended to replace or mitigate those required by the building code.*

REHABILITATION PROGRAMS FOR LOW-MODERATE INCOME HOMEOWNERS

ENERGY EFFICIENCY STANDARDS

All homes will receive a preliminary inspection relating to energy conservation improvements.

Upon completion of rehabilitation, all homes will meet or exceed state energy standards.

Also, for all homes inspected that do not qualify for rehabilitation under this program, the homeowner will receive a report so that he may pursue energy conservation improvements on his own.

All homes will be rehabilitated to the following standards:

I. HEATING SYSTEMS

- A. All heating systems upgraded to at least 80% efficient systems.

II. CAULKING

- A. Caulking of all points of possible air infiltration.
- B. Caulking or otherwise insulating of all points of exfiltration into attic.

III. WATER HEATER

- A. Replace with an energy efficient heater, install insulation jacket, and insulate hot water pipes throughout basement or cellar area.

IV. WINDOWS - DEPENDING UPON CONDITION

- A. If any sign of deterioration exists, replace with double pane insulated glass units.
- B. If replacement is not needed, completely weatherstrip windows, install sash locks, replace broken or cracked glass, and re-glaze.

V. DOORS - DEPENDING UPON CONDITION

- A. Replace all hollow or panel type doors with metal clad insulated prehung doors (complete assembly).
- B. If replacement is not needed, tighten or replace weatherstripping and threshold.

VI. ELECTRICAL BOXES

- A. Install gaskets on all boxes located in exterior walls.

VII. STORM WINDOWS AND DOORS – DEPENDING UPON CONDITION

- A. If any deterioration exists, replace windows with combinations and doors with lifetime insulated storm doors.
- B. If replacement is not necessary, tighten and re-glaze.

VIII. ATTIC INSULATION

- A. Insulate entire attic space including any access doors with minimum of R-40 with R-50 wherever possible.

IX VENTILATION

- A. Install ventilation to code.

X KNEE WALLS

- A. Insulate to R-19 (5 ½" fiberglass)

XI EXTERIOR WALLS

- A. Insulate to highest R-factor possible.

XIII CRAWL SPACE OR CELLAR AREA

- A. Insulate entire perimeter to two feet below ground level to R-19.

NOTE: **Procedures or remedies described herein are not intended to replace or mitigate those required by the building code.*

2016 Brainerd SCDP Program Income Reuse Policy

Any existing program income must be used prior to drawing down funds from the 2016 SCDP Grant.

Any program income received in the future from the 2016 SCDP grant will be used for the same purpose from which it was received and will not be committed until DEED approval is received.

Approved this _____ day of _____ 2016

Mayor, City of Brainerd

President of the Council

City Administrator



Brainerd City Council Agenda Request

9A

Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: Request for Variance - Essentia Health/St. Joseph's Medical Center

<table border="0" style="width: 100%;"><tr><td>☐ INFORMATION ONLY</td></tr><tr><td>☐ CONSENT AGENDA</td></tr><tr><td>☐ P&F COMMITTEE</td></tr><tr><td>☐ SPW COMMITTEE</td></tr><tr><td>☒ MAIN AGENDA</td></tr></table>	☐ INFORMATION ONLY	☐ CONSENT AGENDA	☐ P&F COMMITTEE	☐ SPW COMMITTEE	☒ MAIN AGENDA	<table border="0" style="width: 100%;"><tr><td colspan="2">Action Requested:</td></tr><tr><td>☒ Approve/Deny Motion</td><td>☐ Direction Requested</td></tr><tr><td>☐ Adopt Resolution (attach draft)</td><td>☐ Discussion Item</td></tr><tr><td></td><td>☐ Hold Public Hearing*</td></tr><tr><td></td><td>☐ Ordinance 1st Reading</td></tr><tr><td colspan="2" style="text-align: right;">*provide copy of published hearing notice</td></tr></table>	Action Requested:		☒ Approve/Deny Motion	☐ Direction Requested	☐ Adopt Resolution (attach draft)	☐ Discussion Item		☐ Hold Public Hearing*		☐ Ordinance 1 st Reading	*provide copy of published hearing notice	
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Submitted by: Mark Ostgarden, City Planner	Department: Planning																	
Presenter (Name & Title): Same	Estimated Time Needed: 5 - 20 minutes																	
Summary of Issue: The Planning Commission recommends denial. Attached please find the City Planner Staff Report which provides the issue summary, maps and minutes which include Findings of Fact and public correspondence received related to this request.																		
Alternatives, Options, Effects on Others/Comments: 1. Approve the variance which will permit the hospital to have parking lot screening that does not meet the minimum height and opacity requirements. 2. Deny the variance which will require compliance with Zoning Ordinance requirements.																		
Recommended Action/Motion: Option 1. Moved and 2nd by _____ and _____ to approve the Variance for the Essentia Health/St. Joseph's Medical Center for off street parking lot screening requirements for the parking lot bounded by N. 3rd Street, Holly Street, N. 4th Street and Ivy Street. The Variance will permit a 2' - 4' tall, 30% obscuration screen during the growing season and no significant screening during the non-growing season. OR Option 2. Moved and 2nd by _____ and _____ to deny the Variance for the Essentia Health/St. Joseph's Medical Center for off street parking lot screening requirements for the parking lot bounded by N. 3rd Street, Holly Street, N. 4th Street and Ivy Street.																		
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>																		

PLANNING COMMISSION
Wednesday, September 21, 2016

City Planner Ostgarden called the meeting of the Brainerd Planning Commission to order at 6:00 p.m. in the City Hall Council Chambers.

Noted present were Commissioners Parks, Plantenberg, Straw, Headley, Turner, Antolak and Pritschet. Also present were City Planner Ostgarden, City Administrator Thoreen, and 11 others.

#2 Approval/Amendment of Agenda

MOTIONED AND SECONDED BY COMMISSIONERS PRITSCHET AND PARKS, DULY CARRIED, TO APPROVE THE AGENDA AS PRESENTED.

#3 Approval of minutes of the regular meeting of August 17, 2016 and the Special Meeting held on August 17, 2016

MOVED AND SECONDED BY COMMISSIONERS PARKS AND STRAW, DULY CARRIED, TO APPROVE THE MINUTES OF THE AUGUST 17, 2016 REGULAR PLANNING COMMISSION MEETING AS PRESENTED AND TO APPROVE THE MINUTES OF THE AUGUST 17, 2016 SPECIAL PLANNING COMMISSION MEETING WITH COMMISSIONER ANGIE PLANTENBERG BEING ADDED TO THE ROLL CALL.

#4 NEW BUSINESS

- a) **Essentia Health – St. Joseph’s Medical Center, 523 N 3rd Street, Brainerd, MN 56401, has applied for a variance to modify the screening requirements for the parking lot it owns at 501 N. 4th Street**

City Planner Ostgarden reviewed the process leading to this petition which was also included in the Staff Report of the Packet. He stated that when the parking lot was built the hospital installed landscaping which provided a significant barrier between the lot and the neighborhood residents; however, earlier this year the hospital removed all the existing landscaping which required them to meet current screening requirement for new landscaping. He reviewed a timeline in which the hospital installed new landscaping which does not meet screening requirements followed by neighborhood concerns received by the City. He reported that these events have led to meetings between City and hospital staff and eventually the request for a Variance received by the hospital. Illustrations of the past and current landscaping were shown and the height and opacity requirements were reviewed.

The Chair opened the Public Hearing at 6:12 P.M.

City Planner Ostgarden stated that he had forwarded to the Commission 2 emails received earlier in the week from two separate properties on North 4th Street.

The Chair recognized Kevin Yaeger, 325 Bluff Avenue, Brainerd, 2 blocks from the hospital, who expressed his opposition to the variance,. He referred to a documented strong opposition to the original parking lots in 1984. To illustrate his disagreement with the hospital using “safety” as a reason to be allowed this variance he compared police reports for the hospital parking lot and the Gregory Park location showing very little reported for the hospital vs. a significant number of calls for Gregory Park.

He stated that his concern is that the hospital's solution to this safety problem which "they created by installing a parking lot in a residential urban environment" is that the onus is now on the people in the neighborhood to provide security for their lot. He asked the Commission to consider that this request may be fiscally related and asked them to deny the variance request, stating that the ordinance only works if it is upheld and that allowing it could create a slippery slope toward allowing further variances by other properties in Brainerd in the same situation.

The Chair recognized Mike Larson, Chief Operating Officer for Essentia Health, who apologized to the City and neighborhood for making the mistake of changing the landscape of the parking lot without following proper procedure. He stated that 1 out of 3 people he's talked to has had issues with the changes. They are interested in mitigating what they've done to come within the ordinance requirements with the goal of safety for their staff and visitors as well as the safety and concerns of neighbors such as light and sound disturbance. He stated that security staff has been increased at the hospital.

The Chair recognized Kurtis Busman, Essentia Health Facilities Director, who presented pictures of the current and proposed landscaping. He stated that the hospital is trying to address safety, security and light/noise concerns rather than getting toward an "overgrowth" of fill-ins. He answered questions of the Commission about security cameras, height of bushes, shrubs and plants and perceptions of safety.

Mr. Larson stated that the hospital would like to focus on preventing incidents and that cameras are a tool for investigation rather than prevention.

The Chair recognized Steve Frasl, 524 N. 4th Street, Brainerd, who stated that his main concerns as a neighbor are the lights from the hospital and cars in the lot as well as noise. He stated that another concern is the type of barrier used based on plants and trees being bare 7 months out of the year.

The Chair recognized Anne Nelson Fisher, 517 N 5th Street, Brainerd, speaking against the variance. She stated that she is disappointed that the hospital did not address light and noise pollution issues when made aware of the violation of the ordinance in June. She discussed her concern with excessive water use for sprinkling natural berms and recommended further security options such as escort-to-parking lot availability and cameras.

The Chair recognized Melissa Yaeger, 325 Bluff, Brainerd, who feels the changes by the hospital have made the parking lot a very visible part of the landscape, whereas prior to the changes it was not as noticeable. She stated that although the flowers and shrubs are attractive they do not do the job of a proper barrier.

Mr. Busman stated that there has been an increase in security staff and that security staff recently assisted in the arrest of a neighborhood home intruder.

The Chair closed the Public Hearing at 6:45 P.M.

The following Findings-of-Fact were read into the record:

1. The property is located in an (R-1) Single Family Residential District.
2. The parking lot is the block bounded by bounded by N. 3rd Street, Holly Street, N. 4th Street and Ivy Street.
3. There are residential uses across Holly Street, N. 4th Street and Ivy Street,

4. The parking lot was constructed in 1984.
5. As of May 1, 2016, and for an indefinite but multi-year period prior, the parking lot for St. Joseph's hospital conformed to the Brainerd City Code. Specifically:
 515-20-9: *Parking Lots.*
 A. *All exposed parking areas of ten (10) or more required spaces in a front and side street yard shall be screened with landscaping not less than three (3) feet or more than four (4) feet in height. The landscaping shall maintain a year round fifty (50) percent opacity.*
 B. *When a parking lot is adjacent to or across an alley from a residential use or zone, the required screen height shall be increased to six (6) feet.*
6. Based on the Zoning Ordinance definition the properties across the streets are not adjacent properties.
7. As of May 1, 2016, the screening in place for the parking met the obscuration and opacity requirements of 5.A. above.
8. In June 2016, the required screening was completely removed. Currently the screening does not meet the City's Zoning Code. A permit is not required to landscape non-residential property.
9. New landscaping was installed consisting of perennials and deciduous shrubs which do not meet the obscuration and opacity requirements of 5.A. above.
10. Zoning Ordinance Section 515-15-3 A. 2: Non-Conforming Uses. reads:
 A lawful, nonconforming use of a structure, building or parcel of land may be changed to lessen the nonconformity of the use. Once a nonconforming structure or parcel of land has been changed, it shall not thereafter be so altered to increase the nonconformity.
11. Two representatives from Essentia Health were present and spoke in favor.
12. Four Citizens were present and spoke in opposition.
13. Two letters were received from citizens in opposition.

MOVED AND SECONDED BY COMMISSIONERS PARKS AND PRITSCHET, DULY CARRIED, TO ACCEPT THE FINDINGS-OF-FACT.

MOVED AND SECONDED BY COMMISSIONERS PRITSCHET AND STRAW, DULY CARRIED, TO RECOMMEND THE DENIAL OF THE REQUEST FOR A VARIANCE AS APPLIED FOR BY ESSENTIA HEALTH

Commissioner Pritschet stated that he feels the variance might provide further safety but the concern lies in the relation to the neighborhood, particularly the issues of light and noise, and is not congruent with compatible land use.

The relation to the City's Comprehensive Plan and Practical Difficulties were discussed. Commissioners expressed concern over setting precedence and upholding the City Zoning Ordinance.

The Chair recognized City Administrator Thoreen who stated that hospitals these days are usually far removed from local neighborhoods; whereas the Essentia Health building is a long-established facility that happens to be "in a neighborhood" so he wants all parties to consider being neighborly and consider the challenges faced by the hospital including financial.

- b) Joe Hess, 310 N 6th Street, Brainerd, MN 56401, has applied to rezone the property from R-1 (Single Family) Residential to R3 (High Density Residential)**

City Planner Ostgarden reported that the lot is part of an R-1 District in a generally single family existing area. He stated that the dwelling is a grandfathered duplex which had a 3rd unit added. A recent rental

inspection identified that the 3rd unit was added without permit. History is that in 2011 the property was removed from the R-3 zoning that fronts on Kingwood Street and placed into the R-1 District. The petitioner is seeking a rezoning to zone it back to the R-3 to permit the 3rd unit.

As a separate but related concern, City Planner Ostgarden stated that another factor to consider in this case is whether the City erred in changing the zoning line. Did it have insufficient information when the property was removed? Information that would have changed the decision if they'd had it in 2011? It was known that the property was a duplex and if the zoning changed it was going to be able to continue as a duplex meaning the rezoning was not going to adversely affect the ability of the legal known use at the time to continue. Arguably the R-3 zoning along Kingwood Street is appropriate; however, the change was made to limit multi-family use to Kingwood Street frontage on this block.

The Chair opened the Public Hearing at 7:12 P.M.

The Chair recognized Joe Hess, 310 ½ N 6th Street; who stated that if he wouldn't have made a mistake on some paperwork this wouldn't even be an issue. He was out of town for six years and came back to town to find out the home is being used as three apartments even though it's been zoned as a duplex for years. He completed the paperwork last year for the first time and staff told him he should choose duplex because it's homesteaded but he stated he lived in the basement and that started a very big issue. He stated that he can't afford to kick out a renter.

The Chair recognized John Erickson, 230 Chippewa Street, Brainerd, who owns the property at 323 N 7th Street which is single family and presently empty. He stated that he does not understand where the only issue being addressed is that the property is/was zoned improperly; he stated that there are many other issues which he relayed in a letter to the City. He stated that Mr. Hess is requesting to rezone a home to R-3 in a single family zoning district; a change that would possibly lead to other uses for the property and brings up the fear of "zoning creep" in the area. Stating that the definition of an R-1 is single family, he remarked that this is ad hoc attempt to rezone; an illegal use which has in this case been going on for several years and can be prosecuted. He stated that what is being requested is to use the police power to award a benefit that is an expansion of a previously existing non-conforming use and that it is perverse, illogical and irrational.

The Chair closed the Public Hearing at 7:32 P.M.

The following Findings-of-Fact were read into the record:

1. The property is a 50' x 150' lot on which is located a 3 unit dwelling, with the property owner living in the basement unit.
2. The area is predominantly single family dwellings.
3. The Future Land use Map identifies the area as low density residential land use.
4. Adding another unit will not have effect on city streets, city utilities, or services such as parks or schools.
5. Prior to 2011 the property was zoned R-3 (Multiple Family) District but was zoned R-1 (Single Family Residential District as part of the 2011 City wide Zoning Map review.
6. The petitioner was present and spoke in favor.
7. One property owner was present and spoke in opposition.
8. Two letters and 1 e-mail were received from citizens in opposition.

MOTIONED AND SECONDED BY COMMISSIONERS PRITSCHET AND ANTOLAK, DULY CARRIED, TO ACCEPT THE FINDINGS-OF-FACT.

Commissioner Plantenberg asked why the rental inspection did not reveal the multiple family use both 3 years ago and 6 years ago if this has been used for rental for over six years.

Commissioner Pritschet asked why this was not rezoned to R-3 when it was grandfathered in and suggested alternative options.

In a response to a statement by Mr. Erickson about why the application is being considered, City Planner Ostgarden stated that every property owner has the option to apply for a variance when found in non-compliance.

MOVED AND SECONDED BY COMMISSIONERS ANTOLAK AND PARKS TO RECOMMEND THE DENIAL OF THE REZONING APPLIED FOR BY MR. JOE HESS

Chair Plantenberg stated that City Planner Ostgarden has questioned whether there was an error made in the 2011 city-wide rezoning. She stated that this may a chance to correct it rather than it being considered "spot zoning."

Commissioner Headley asked if the property might have been zoned R-3 during the rezone if the City had been made aware that it was being used as a triplex.

Reasons for denial included illegal use as a triplex and justification of the current zoning as determined by the Planning Commission during the rezoning of 2011.

Commissioners Parks, Headley and Antolak voted "aye." Commissioners Pritschet, Straw, Antolak and Plantenberg voted "nay." The Chair declared the motion to deny the rezoning failed.

No further action was made by the Commission.

#5 PUBLIC FORUM – None

#6 OLD BUSINESS

City Planner Ostgarden listed the changes to the draft Zoning Ordinance language for VRBOs as requested at the August 17, 2016 Planning Commission Special Meeting.

Chair Plantenberg requested that item #5 have "carbon monoxide detectors" listed as a requirement.

City Planner Ostgarden stated that the Commission would need to determine what zoning district this should apply to.

The Commission discussed the information included in the Packet and determined to call for a Public Hearing to discuss the Vacation Rentals By Owner (VRBO) Draft Zoning Ordinance Language at their October Planning Commission Meeting.

#7 COMMISSIONERS' QUESTIONS/COMMENTS - None

#8 CITY PLANNER'S REPORT

City Planner Ostgarden stated that he would be at a Conference next week.

#9 ADJOURN

As there was no further business the meeting adjourned at 8:04pm.

Respectfully submitted,

Mark Ostgarden AICP
City Planner

STAFF REPORT TO THE PLANNING COMMISSION

September 14, 2016

VARIANCE REQUEST

APPLICANT/LOCATION: Essentia Health – St. Joseph’s Medical Center, 523 N 3rd Street, Brainerd, MN 56401

REQUESTED VARIANCE: Off street parking lot screening requirements for the parking lot bounded by N. 3rd Street, Holly Street, N. 4th Street and Ivy Street

LOT AREA: 1 city block = 300 x 300’

CURRENT ZONING: R-1 (Single Family) Residential

ADJACENT USES: North: Single family residential and hospital parking
East: Single family residential
South: Single family residential
West: Hospital

ADJACENT ZONING: North: R-1 (Single Family) Residential
East: R-1 (Single Family) Residential
South: R-1 (Single Family) Residential
West: R-1 (Single Family) Residential

REPORT

Earlier this year, Essentia Health – St. Joseph’s Hospital landscaped the periphery of the parking lot that is east of the hospital facility across 3rd Street. It removed all of the existing landscape which required the hospital to meet current screening requirements when it installed the new landscaping. What was installed does not meet current Zoning Ordinance screening requirements.

In addition to the landscaping already installed, the hospital plans to install additional landscaping to help screen the parking area. Attached is an elevation drawing of landscaping to be added to what has been already been planted.

Zoning Ordinance 515-20-9: Parking Lots reads as follows:

- A. All exposed parking areas of ten (10) or more required spaces in a front and side street yard shall be screened with landscaping not less than three (3) feet or more than four (4) feet in height. The landscaping shall maintain a year round fifty (50) percent opacity.*

- B. When a parking lot is adjacent to or across an alley from a residential use or zone, the required screen height shall be increased to six (6) feet.*
- C. A berm may be used as part of the screening for off-street parking in which case the berm shall be no more than two (2) feet in height. Landscaping on a berm shall maintain eighty (80) percent year round opacity not less than three (3) or more than four (4) feet in height.*
- D. A four (4) foot high wall or fence constructed of masonry, brick, wood, or vinyl may be used for required screening. The area between the parking lot and a wall or fence shall be planted with grass or established with landscape material.*

In August, the hospital was notified that the screening does not meet current requirements. Following the notification, the City Administrator and I met with hospital representatives to discuss the landscaping requirements and the Zoning Ordinance screening alternatives above. After considering the alternatives, C. and D. were not desirable to the hospital and it decided to continue with alternative A., realizing that the existing and proposed landscaping will not meet the minimum year round 50% opacity and 3' - 4' height requirement specified in A.

During our meeting with hospital representatives, the City Administrator and I agreed that the parking lot adjacent to N. 3rd Street and the portion of the parking lot located across from the smaller Holly Street parking lot is not required to meet the screening requirements. Our interpretation is that the hospital does not need to screen its property from itself. The attached aerial map depicts the area that does not require screening.

A Freedom of Information Act request was submitted by a neighborhood resident requesting all of the information the City has about the parking lot: when it was built, the Conditional Use Permit that thought to have been needed for the lot and the permits to construct the lot. Past City Council and Planning Commission packets and minutes, past Conditional Use Permit files, Building Department records, the property address file of the hospital were all historical documents about the parking lot that might have been microfiched were searched. The parking lot was built in 1984 and there is no information about what, if any, approvals were needed to construct the lot. The Zoning Ordinance that was in effect in 1984 did have parking lot screening. Presumably, the screening was installed to meet the requirements at that time.

Criteria for Granting Variances

- A. Variances shall only be permitted:**
When they are in harmony with the general purposes and intent of the ordinance. Following is the Intent and Purpose section of the Zoning Ordinance:

- A. *Protect the public health, safety, and general welfare of the community and its people through the establishment of minimum regulations governing development and use.*
- B. *This Ordinance shall divide the City into use districts and establish regulations in regard to location, erection, construction, reconstruction, alteration and use of structures and land.*
- C. *Protect neighborhoods.*
- D. *Promote orderly development and redevelopment of land for residential, commercial, industrial, recreational and public areas.*
- E. *Provide adequate light, air, and convenience of access to property.*
- F. *Prevent congestion in the public right-of-way.*
- G. *Prevent overcrowding of land and undue concentration of structures by regulating land, buildings, yards, and density of population.*
- H. *Protect and preserve the natural environment of the City.*
- I. *Encourage the protection of historic and aesthetic resources in the City.*
- J. *Conserve energy through the use of alternative energy systems and conservation through the encouragement of energy efficient structures for commercial, industrial and residential uses.*
- K. *Provide for compatibility of different land uses.*
- L. *Provide for administration of this Ordinance.*
- M. *Provide for amendments.*
- N. *Prescribe penalties for violation of such regulations.*
- O. *To define powers and duties of the City staff, the Planning Commission, the City Council and the Board of Zoning Appeals in relation to the Zoning Ordinance.*

Is issuing the variance in harmony with the highlighted or any other statements in the Intent and Purposes section of the Zoning Ordinance?

When the variance is consistent with the Comprehensive Plan.

Will the variance be consistent with the following relevant Comprehensive Plan Goals and Strategies:

General Goals and Strategies

GENERAL GOAL #1: *Maximize Brainerd's potential as a thriving center for business, health care, industry, education and recreation, while maintaining and enhancing its livability.*

Strategy: *Protect both the general welfare and the individual choices of Brainerd residents. Insure that decisions that are made by the community reflect the needs of current residents and business owners.*

COMMERCIAL/INDUSTRIAL LAND USE

GOAL: *Plan for the orderly, efficient and fiscally responsible growth of commercial and industrial development in Brainerd.*

Strategy: *Buffer commercial and industrial developments from environmentally sensitive areas and residential areas within the community.*

LAND USE

GOAL #2: *Plan for the orderly, efficient and fiscally responsible growth of commercial and industrial development in Brainerd.*

Strategy: *Buffer commercial and industrial developments from environmentally sensitive areas, residential neighborhoods and other incompatible land uses within the community.*

ECONOMIC DEVELOPMENT

GOAL: *Support the development of a strong, diversified, and growing economic base and create a favorable climate for economic development and ongoing business activities.*

Strategy: *Promote aesthetically pleasing development and redevelopment in the city.*

B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.

Subdivision 4. "Practical Difficulties", as used in connection with the granting of a variance means that:

I. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance;

What the Planning Commission needs to determine is whether the current and proposed landscaping uses the property in a reasonable manner. To do so it needs to be determined whether the landscaping is sufficient to meet the purpose of a buffer or that the physical conditions around the parking lot do not warrant meeting the minimum requirements.

A buffer can be defined as "lessen or moderate the impact of something." The purpose of a buffer is not to hide or completely obscure one land use from another. Its purpose is to create a transition area that lessens the impact of undesirable effects between land uses. In this situation undesirable affects that a buffer can help reduce are:

1. Car headlights.
2. Noise such as vehicle doors, vehicle engines and voices.

3. Size of a parking lot. A buffer can help a parking lot to not seem as large as it is.

II. *The plight of the landowner is due to circumstances unique to the property not created by the landowner;*

What the Planning Commission needs to determine is whether there are circumstances unique to the property not created by the landowner.

The hospital raises a valid concern about the safety and well-being of employees and visitors that come and go at all hours of the day/night. The previous landscaping had created an unsafe environment.

There is nothing unique about the property's physical characteristics such as topography, soils and lot configuration.

III. *The variance, if granted, will not alter the essential character of the locality.*

Attached is a Google Earth photo from 2008 depicting the landscaping that was removed. Attached is the same photo taken in 2016. The Planning Commission needs to determine whether removing the landscaping and if the new existing and proposed landscaping alters the essential character of the neighborhood.

The essential neighborhood character was altered when the hospital expansion required more parking which was constructed in close proximity to a residential neighborhood. How much can a buffer really do to ameliorate the impact if a 200 +/- vehicle parking lot?

Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

PLANNING DEPARTMENT

When it was learned that the hospital had done the work and it was not in compliance with current screening requirements, some of the north side residents became interested in what was going to be done about the noncompliance. During communications with north side residents, the Planning Department was questioned about the Zoning Ordinance definition of "adjacent" and how it affects the screening requirements. The

decision that the hospital does not need to screen the parking lot from itself may not set well with some residents.

Should any decision by the Planning Department be challenged, it is recommended that the Planning Commission make a motion to POSTPONE review of the Essentia Health - St. Joseph's screening variance until the challenge(s) are addressed. That could occur at the October 19th Planning Commission meeting (or a special meeting if the Chair determines one is warranted). Once the challenges are addressed the variance review can begin again. The decision(s) made on the challenge(s) could affect how the hospital chooses to address the screening requirements.

PLANNING COMMISSION AND CITY COUNCIL ACTION

The Planning Commission may consider a recommendation at its meeting on Wednesday, September 21, 2016 and the City Council may receive the recommendation for consideration at its meeting on October 3, 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Ostgarden".

Mark Ostgarden AICP
City Planner



August 31, 2016

City of Brainerd
City Planning Department
City Hall – 501 Laurel Street
Brainerd, MN 56401

Dear Mr. Ostgarden:

We appreciate the time that you and Mr. Thoreen have taken to discuss issues related to our landscaping surrounding our patient and staff parking area east of St. Joseph's Medical Center. As you are aware, we recently completed some landscaping improvements around the perimeter of the parking lot which do not fully meet the interpretation of the current city code pertaining to this type of parking lot.

Our goal with the current landscape re-design was to clean up overgrown shrubbery which tended to collect garbage and create safety concerns for our staff and patients who were leaving the facility after dark. The growth in incidents in the neighborhood also was a major factor in creating better sight lines around our parking areas. We also feel the new landscaping is more aesthetically pleasing than what was previously in its place.

Following our conversations, we recognize that the current plan does not meet the screening requirements of the current city code which requires a four foot tall fence with a year round 50% opacity. As we have explored options for addressing this requirement, we have decided that these solutions would leave us with continued concerns for the safety and security of our staff, patients and visitors. This is why we are seeking a variance from the current interpretation of code 515-20-9 which speaks to the screening and opacity requirements.

Given the nature of our twenty four hour a day operation, St. Joseph's Medical Center does have some unique challenges with maintaining a safe and secure environment. In our opinion, adhering to the ordinance requirement presents a "practical difficulty" in that it would compromise the safety and security of our staff, patients and visitors for the reasons mentioned above.

We seek to partner with the surrounding neighbors to find ways that we can pro-actively mitigate their concerns while preserving our ability to maintain a safe and secure environment for those who use St. Joseph's Medical Center.



St. Joseph's Medical Center
523 North Third Street
Brainerd, MN 56401

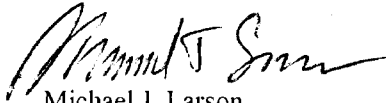
T 218.829.2861
F 218.828.3103

Essentia Health is an equal opportunity provider and employer.

To that end, it is our intent to enhance the recently redesigned landscape vegetation surrounding the East parking by adding strategically placed shrubbery. Specifically, we would place juniper type clusters around the light poles which are spaced approximately every 57 feet. Between the light poles, we would strategically plant hydrangea and or spirea to provide additional shielding. Further supplemental plantings could be used to enhance the opacity and screening objectives of the ordinance (see photo attached).

We look forward for the opportunity to review this variance request with the City of Brainerd's Planning Commission on September 21st.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Larson".

Michael J. Larson
Chief Operating Officer

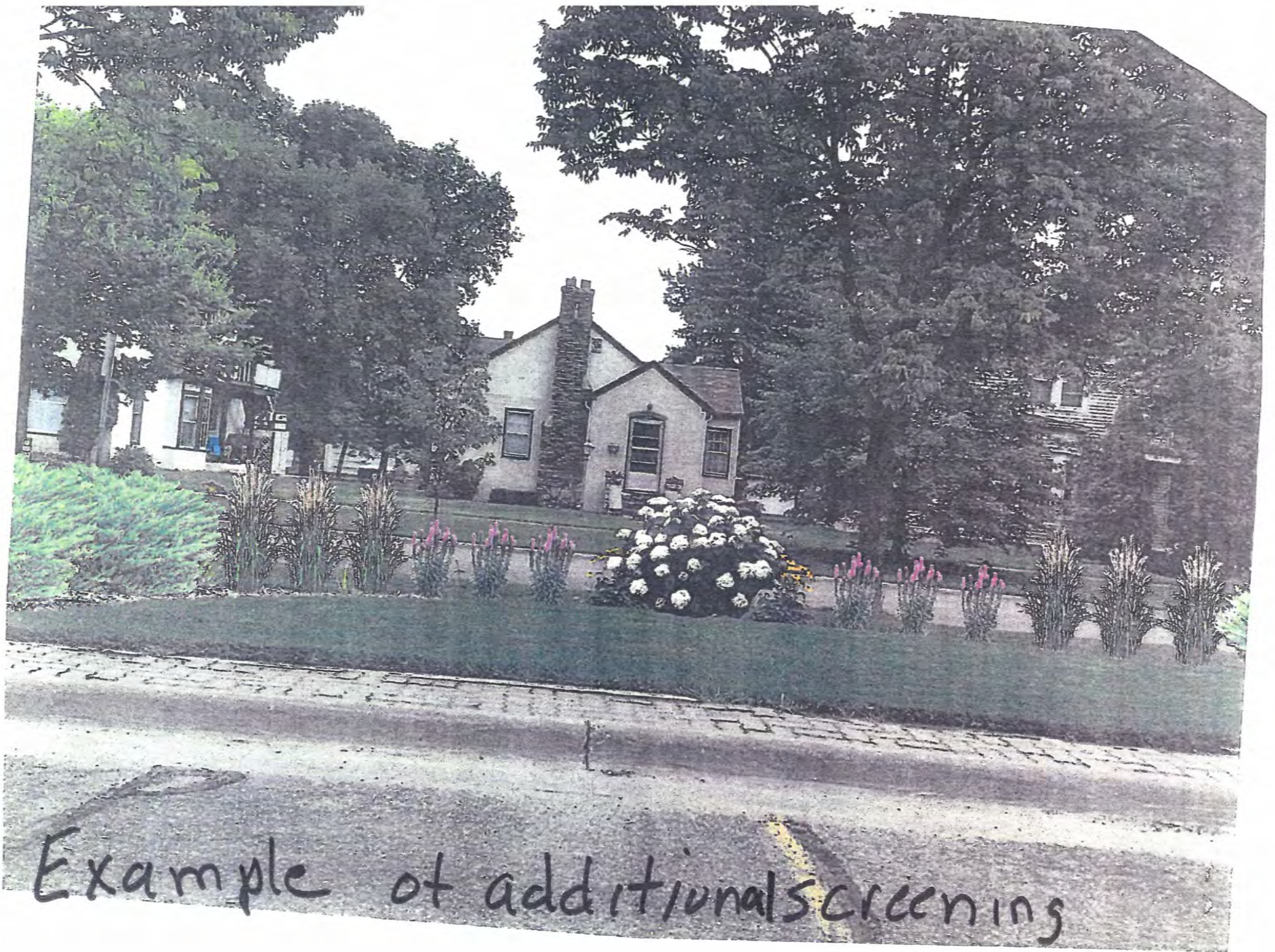
Cc: Jim Thoreen, City Administrator
Kelly Bevans, City Council member
Adam Rees, President Essentia Health – Central Region



Screening not Required

Screening required







Google earth



2008 photo



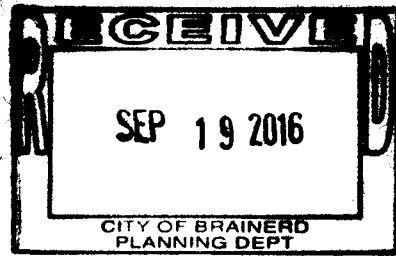
2016 photo

Leslie J. Pikula

421 N 4th St.

Brainerd Mn 56401

Dear City Planners,



Sept. 19, 2016

Years ago when the hospital put in the parking lots on north 4th and then north 3rd streets they sent letters and schematics to all affected residents explaining what their constructions plans were and what the final outcome would look like. The hospital told us that "They wanted to be good neighbors". I was leary of the parking lots but when they were completed the lots were surrounded by some very attractive landscaping and the neighbors hardly knew the parking lots were there. They could barely be seen.

Then recently, without any notice, the hospital had the trees, shrubs, and plants cut down and the berm on which they were planted was completely removed. They replaced everything with sod and some scrubby looking plants. Now all I see is an ugly parking lot. I see the dirty blacktop with all of it's cracks and patches. My wife and I live across from the parking lot on north 4th street .We are elderly and have considered selling our 2-story home and purchasing a single story home. How much more difficult will it be to sell this home if this variance is approved? Without notice the hospital turned an attractive piece of landscaping into an eyesore.

Now Essentia wants a variance after the fact? How can they justify that? And why should the wishes of Essentia take precident over the wishes of the north side residents? Did they not check the zoning ordinances before they started this project? What Essentia has done is create a blight on the neighborhood and I respectfully ask the commission deny Essentia's variance request.

Thank you.

Les and Janette Pikula

Leslie J. Pikula
Janette V. Pikula

P.S. Just after writing this I received the enclosed letter from Essentia. It is an insult to my intelligence!



Essentia Health

Here with you

Leslie Pikula & Janette
421 4TH ST N
BRAINERD MN 56401

September 1, 2016

Dear Leslie & Janette

*I am sorry that I was
unable to connect with you as
I have gone around the neighborhood.
Please let me know if you have any
questions or concerns.
Mike*

St. Joseph's Medical Center took the opportunity this summer to improve the landscaping of our patient and staff East parking lot with the assistance from a local business.

Our goal with the landscape re-design was to clean up overgrown shrubbery which tended to collect garbage and create safety concerns for our staff and patients who were leaving the facility after dark. The growth in incidents in the neighborhood also was a major factor in creating better sight lines around our parking areas. There was an intentional focus on continuing to enhance the neighborhood with the new landscaping so it was more aesthetically pleasing than what was previously in its place.

Upon completion of the project we learned that additional landscaping is required by the City of Brainerd. We are concerned that the ordinance would not allow for maximum safety in the neighborhood, so we are applying for a variance. Before submitting our suggested compromise to the City, we are gathering input on the parking lot landscaping so it both beautifies and creates a safe neighborhood.

We know how busy everyone is, so we are offering three ways to provide your input by September 16.

- Call me directly 218-828-7656 to discuss
- Email your input to Mike.Larson@EssentiaHealth.org
- Call Missy at 218-828-7641 to make appointment for us to meet at the Administrative office on the first floor of the hospital

Going forward, we will be more thoughtful to ask for feedback at the beginning of neighborhood improvement projects from the City, yourself as well as other neighbors. We believe the goal we all have is the same: to create a safe, beautiful, and healthy neighborhood.

Sincerely,

Mike Larson, Chief Operating Officer
Essentia Health-St. Joseph's Medical Center and Clinics



St. Joseph's Medical Center
523 North Third Street
Brainerd, MN 56401

T 218.829.2861
F 218.282.3103

EssentiaHealth.org

September 20, 2016

Dear Members of the Brainerd Planning Commission,

I am writing to you to express my thoughts on Essentia Health's request for an after-the-fact variance from the city's screening requirements. I'm out of town and unable to make the meeting. Please accept these comments in my absence.

While you must act on the application in front of you, I ask you to take a moment and reflect on the multiple challenges that have brought us to this. Stabilizing and improving the city's core neighborhoods requires a broader conversation about the layout and design of our city.

Brainerd's screening ordinance is a typical suburban code. Suburban design is based on the assumption that different types of uses are unable to mix and must be separated from each other. Think of the back side of the Target in Baxter, which is across the road from a pod of multi-family housing, homes that face Target. The back side of the building, with the loading docks and dumpsters, is very unattractive. Screening is the band aid kind of way that Baxter's zoning officials attempt to deal with the ugliness.

Brainerd is not Baxter. North Brainerd is an urban, not a suburban, neighborhood. The underlying assumption of urban development is that, with thoughtful design and respect for one's neighbors, all different types of uses are compatible. **We should not need a screening ordinance.**

The fact that we do is an indication that something else is wrong. What is the problem we are trying to apply a vegetative band aid to?

In the case of the hospital parking lot, the problem is pretty clear. **Large surface parking lots, regardless of how much vegetation is provided, do not make good neighbors.** Essentia Health has argued that they removed the heavy screening because they were having crime problems. That is certainly true. Without the passive surveillance of the homes with their windows and doors facing the street, the closed-off parking lot invited nefarious activity. By opening the lot up to the street, the homes and passing foot traffic now provides extra security for Essentia Health. For the hospital, it makes a lot of sense.

Here's the neighborly rub: Where is the security for the houses across the street?

There is none. While the properties adjacent to the hospital parking lots are configured in a way that is respectful and neighborly, Essentia Health is not reciprocating. The surface parking lots, as configured, make the neighborhood less secure, not more. They are less attractive than the homes they replaced, not more. This is the underlying problem the city has tried to fix with screening. It's a band aid that doesn't really work.

Large-scale surface parking lots in residential neighborhoods are really destructive. It is the kind of thing a good zoning ordinance would prohibit. Here are some of the reasons:

- Surface parking is a very low value investment. The city is providing these areas with streets, sidewalks and major utilities yet collects little to no tax or fee revenue from them. There are much higher uses for these sites.
- Surface parking lots create a creeping blight. In North Brainerd, many assume that the hospital will continue to buy up homes, tear them down and convert that area to parking. This not only devalues the homes directly adjacent to existing surface parking lots but the next tier as well. Few are willing to pay top dollar for a home, or invest in improving their home, when it seems logical that the neighbor could soon become a surface parking lot.
- Surface parking lots diminish feelings of security and cause a lack of confidence in the neighborhood to grow. The absence of eyes-on-the-street that would normally come with a home makes these places feel dangerous, regardless of the amount of lighting and shrubbery.
- Surface parking lots don't bring cookies to new neighbors, attend block parties or keep an eye on your kids. Part of the value of living in a neighborhood – part of the package Brainerd is selling – is people that are neighborly. Allowing blocks and blocks of a neighborhood to be absorbed by surface parking undermines one of the principle attractions of city life.

Obviously, the surface parking lots in question will not disappear tomorrow. The Planning Commission must deal with this after-the-fact request as it is presented, not as we wish it were. In light of that, I'd like to offer a short term request and a long term proposal.

In terms of this application, short term I would recommend the following be done:

1. Restore the screening band aid along 4th Street as it existed in early June 2016 with a similar mix of earth and vegetation. That would be respectful to the current and future property owners directly adjacent. Some of Essentia Health's other parking lots have conforming screening that can be used as a model.
2. If that is not possible, retain the existing screening and augment it with periodically-spaced conifer plantings that would eventually grow to eight or ten feet tall. This configuration would be semi-transparent and be a compromise of the objectives of all parties.
3. If neither of these proposals are acceptable and a fence or earthen berm is to be constructed, the hard sight lines should be broken up with vegetation and periodic gaps in the fence.

And let me be clear: While a fence may meet the city's code, it is a bad option. **We really need to fix this ordinance.**

To that end, over the long term, I volunteer to work with my neighbors – particularly those adjacent to or within a block of these parking lots – and with Essentia Health to develop an alternate vision for meeting the hospital's parking needs. Elevated parking structures (on blocks lined with respectful homes and shops) should be on the table along with improvements to the city's transit system and walking/biking infrastructure. To that end, I'd welcome the city to be part of the conversation as well, particularly the Planning Commission with some much needed ordinance revisions.

In closing, I've heard many people refer to St. Joseph's medical center as a "campus." We all need to stop doing that. The facility is not a suburban campus; it is an urban hospital. There are many examples from around the country of urban hospitals being successful in their mission while also being good neighbors. Those two aims are not mutually exclusive. I'm confident that, if we share the right mindset, our urban hospital can be a community asset, and a good neighbor, long into the future.

Thank you for your consideration.

Sincerely,

Charles Marohn, Jr.

616 North 4th St.

218-855-1802 (h) 218-330-6694 (c)

marohn@strongtowns.org



Brainerd City Council Agenda Request

4B
Agenda Item #

Requested Meeting Date: October 3, 2016

Title of Item: First Reading - Proposed Ord 1462 - REZONE 310 N 6th St

☐ 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: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 5-10 Minutes
Summary of Issue: A Planning Commission motion to deny the rezoning failed. Attached please find proposed Ordinance No. 1462 and the City Planner Staff Report which provides the issue summary, maps and minutes which include Findings-of-Fact and public correspondence received relating to this request.	
Alternatives, Options, Effects on Others/Comments: Deny the rezoning which will limit the building use to 2 units. 2. Approve the request which will permit the building to have 3 units.	
Recommended Action/Motion: Moved and 2nd by _____ and _____ to approve /deny the 1st reading of proposed Ordinance No. 1462 - Rezoning property located at 310 N. 6th Street from an R-1 (Single Family Residential) District to an R-3 (Multi-Family Residential) District; further to dispense with the actual reading.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i>	

**ORDINANCE
NO. 1462**

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

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That existing Section 515-04-2 of the Brainerd City Code is hereby amended by changing the zoning designation of the property descriptions below from R-1 (Single Family Residential) District to R-3 (High Density Residential) District for the following:

*Lots 19 and 20 Block 74, Town of Brainerd & 1st Addn to Brainerd
Section 24 Township 45 Range 31
P.I.N. #09196074019Z009*

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

Adopted this _____ day of _____, 2016

GARY SCHEELER
President of the Council

Approved this _____ day of _____, 2016

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

Published: One Time, _____

STAFF REPORT TO THE PLANNING COMMISSION

September 14, 2016

REZONING

APPLICANT/LOCATION: Joseph Hess, 310 N. 6th Street

PROPOSED ZONING: R-3 (Multi-Family) Residential

AREA: 50' x 150' Lot

CURRENT ZONING: R-1 (Single Family) Residential

ADJACENT USES: North: Single family residential
East: Single family residential
South: Single family residential
West: Single family residential

ADJACENT ZONING: North: R-1 (Single Family) Residential
East: R-1 (Single Family) Residential
South: R-3 (Multi-Family) District
West: R-1 (Single Family) Residential

REPORT

The property has been a licensed duplex at least since 2008 making it a legal non-conformity in the R-1 District. The property owner would like to use the dwelling as triplex which would expand the non-conformity. The rezoning is sought to permit the triplex and make it a conforming use. The property owner lives in the basement unit. It should be noted that the basement unit was created without the owner securing the required building permits.

PETITION EVALUATION

- 1. The proposed action's consistency with the specific policies and provisions of the official City Comprehensive Plan.**
There are no policies and provision of the Comprehensive Plan that are inconsistent with the proposed rezoning.
- 2. The proposed use's compatibility with present and future land uses of the area.**
The Existing Land Use Map identifies the area as single family residential uses.
The Future Land use Map identifies the area as low density residential land use.

3. **The proposed use's effect upon the area in which it is proposed.**
Adding another dwelling unit will bring some additional traffic to the neighborhood. A change that adds another dwelling unit to a neighborhood will have little to no effect on the neighborhood.
4. **Traffic generation of the proposed use in relation to capabilities of streets serving the property.**
The traffic generated by the additional unit will not have a negative effect on the capability of the street to serve the property.
5. **The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.**
None of the uses allowed in the district will have a negative impact on public services and facilities nor will they overburden city services.

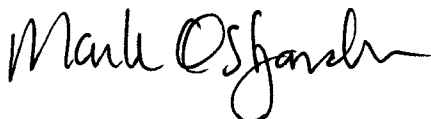
PLANNING DEPARTMENT COMMENTS

In 2011 when the city wide Zoning Map update was completed the north line of the R-3 District along the north side of Kingwood Street was modified. On the subject property block it was modified to run parallel with Kingwood Street. Doing so eliminated a zoning line jog that included the subject parcel.

PLANNING COMMISSION AND CITY COUNCIL ACTION

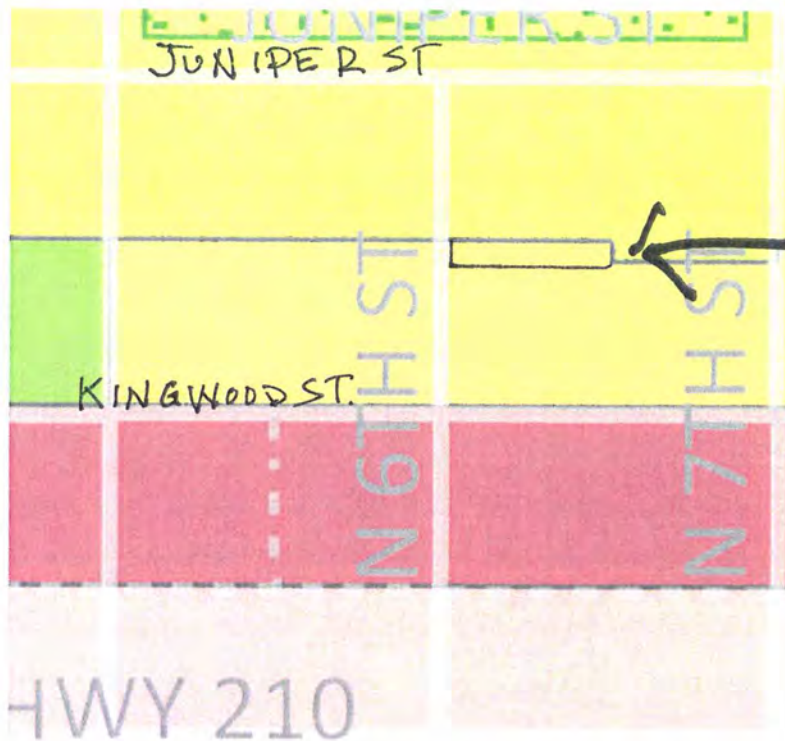
The Planning Commission may consider a recommendation on this request at its September 21, 2016 meeting. The City Council may receive the Planning Commission recommendation and may consider an Ordinance First Reading on October 3, and may consider the Ordinance Second Reading on October 17, 2016.

Respectfully submitted,



Mark Ostgarden AICP
City Planner

R-3 Zoning Line Prior to 2011



Subject
Property

Legend

 City Limits

 Parks

 Lakes

Zoning

 R-1 Suburban Residential

 R-2 Urban Residential

 R-3 Multiple Family

 R-4 Manufactured Housing

 R-F Rural Residential

 B-1 Limited Business

 B-2 Neighborhood Business

 B-3 Central Business

 B-4 General Business

 I-1 Light Industrial

 I-2 General Industrial

 X Not in the City



R-3 Zoning Line After 2011



Subject
Property

Legend

City Limits

Railroad

Roads

Parks

Lakes/River

Streams

Parcels

Zoning

R-F Rural Residential

R-1 Suburban Residential

R-2 Urban Residential

R-3 Multiple Family

R-4 Manufactured Housing

B-1 Limited Business

B-2 Neighborhood Business

B-3 Central Business

B-4 General Business

I-1 Light Industrial

I-2 General Industrial

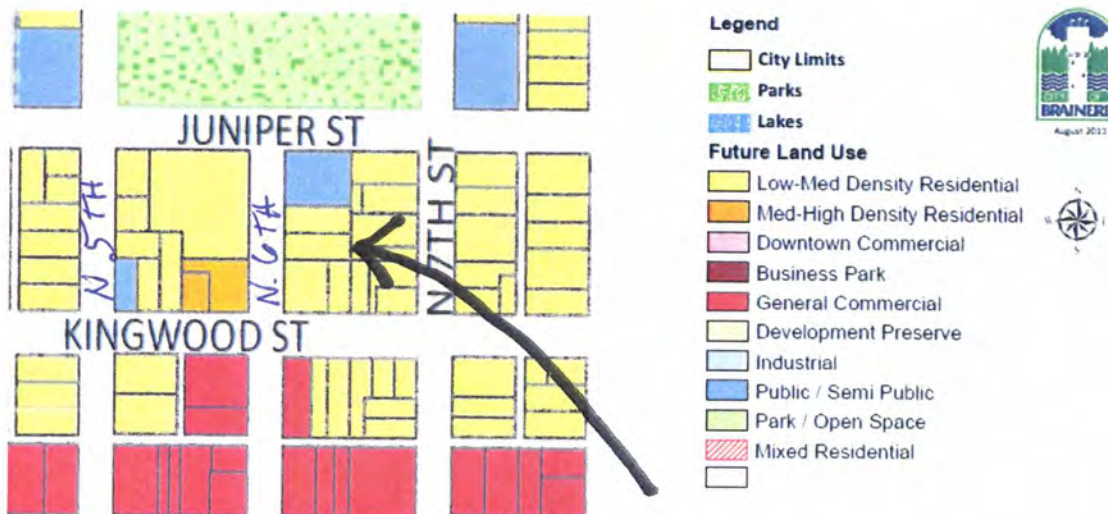
X Not in the City

Existing Land Use



Subject Property

Future Land Use



Subject Property

ERICKSON LAW OFFICES, PLLC

319 South Sixth Street

Post Office Box 525

Brainerd, Minnesota 56401

Telephone 218-829-7852

Facsimile 218-829-0623

E-Mail: attorney@BrainerdLegal.com

www.BrainerdLegal.com

John H. Erickson

Carl E. Erickson

1911-1992

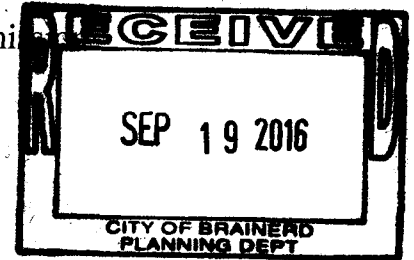
To: Chair and Members, City of Brainerd Planning Commi

From: John H. Erickson

Date: September 19, 2016

Subject: Joe Hess Re – Zoning Application

HAND DELIVERED



I write on behalf of myself and Janet E. Erickson, my wife, owners of that property at 323 North Seventh Street. We oppose the Joe Hess application to rezone 310 South Sixth Street from Single Family (R1) Residential to High Density Residential (R3).

It is not uncommon, today, to refer to the "rights" of property owners to do with their properties as they wish, but for over 100 years the law has recognized that it is a constitutional use of the police powers, and is here, as well, to control individual behaviors, including in the use of private property, through zoning "for the good of all."

The application seeks permission to allow R3 uses in what is now an R1 zone with R1 controls, doing so without any transitional, buffering uses of an R2: **It is common sense, and good public policy, not to abut the least intensive uses, R1, with the most intensive of uses, R3, and it clearly is not the public policy of the City of Brainerd to do so.** And doing so would, essentially, allow the applicant a variance in a R1 residential zone, but without requiring the substantial proof of necessity for a variance in a R1.

On the contrary and not seeking use departures from zoning controls, Brainerd has for years attempted to solidify its neighborhoods and the stability of the community by preserving and increasing single family residential land uses. This application pointedly seeks approval of exactly the opposite and in doing so, would establish, if approved, a beachhead for other non - single family land uses in one of the oldest, most established single family residential neighborhoods in the City.

The Notice of Hearing focuses on what potential uses, both permitted and conditional, can occur in an R1, but does not inform as to uses which might occur if a R3 use is approved. What might occur is not just what a R3 zone "permits," but also what a R3 zone opens up to conditional land uses – or use variances. An R3 allows for the possibility of a conditional use permit for a State licensed residential care facilities housing

7 to 16 persons (1 to 6 in a R1) and for nursing homes (Section 515 – 57) (no nursing homes in a R1).

It is very important to bear in mind that the core of a R1 is "detached single family dwellings." This is "the" permitted, "over the counter" land use in a R1. The major R1 exceptions, e.g., churches, hospitals and schools, and some others on this R1 district all are longstanding, pre - existing to adoption of the City's zoning ordinances constitutionally "grandfathered" into the law. It is another thing altogether to change an existing single family residential use to a high density residential use.

The Brainerd Comprehensive Plan describes (at 93) "high density" residential land uses "primarily" to be intended to accommodate multi - family developments. Brainerd's Zoning Code also allows for "residential care facilities" in a R3, these uses typically being accompanied by significant commercial traffic, parking and transient occupancy/absent ownership issues not solvable in what is an established, R1 residential neighborhood opened up to R3 land uses.

Any exception to R1 permitted uses, today, in order to preserve and protect single family dwellings and the related single family neighborhood, which both the community and the City's zoning rules support and wish to further, now must either be by conformity to conditional use rules, hearing and proofs, or by variance. Such uses, like the applied for use, are not permitted "over the counter," and do require public hearing. This would not be the case with R3 permitted uses, eliminating any attempt to mitigate the negative effects of R3 uses on an historical R1 site.

The Comprehensive Plan, which is specifically referred to in the City's Zoning Code, identifies as a "negative" the high percentage of rental living units in the City and affirmatively states that the City would like to increase home (by which is meant single family residential) ownership. As part of the effort to increase single family residential land uses, the Plan (at 14) states that:

"The City will ensure that development patterns within neighborhoods are reasonably compatible with existing land uses and [the City] will be respectful of the opinions of neighboring property owners."

There is no "reasonable compatibility" between R1 and R3 uses. An R3 use is, by definition, incompatible in a R1 zone. Whatever the ultimately sought land use is, in this R1 district it would require a use variance which, by the definition of

"variance," means that there is a "disagreement," an incompatibility between a R1 and a R3 such that there is no "compatibility" or, as the Zoning Code puts it, the use is "not stated as acceptable" (Section 515 – 2 – 2, "Variance"). By re –zoning, an added detriment is that there would be no need for a variance (and meeting all of the law's requirements for departure from the Zoning Code), thus no public hearing and no possibility of attempting to "condition" the negative effects of the square peg in a round hole by use of variance law to control the private land use so as not to affect the private land use rights of others.

The City's Comprehensive Plan states (at 78) that its goal is that City land use decisions "Adhere to this Plan, which shall guide all zoning changes, as closely as possible to ensure consistent development policy." If this application is granted, then the City will not have adhered to the Plan, but will have embarked on a new, unsupported *"ad hoc"* plan of "development creep" so as to allow, over time, the reduction and elimination of the Northside as a R1 single family dwelling neighborhood. In doing so, the City will have violated its own law and will have consciously elected to reduce and eliminate the values of stability and appearance that have defined this R1 since the inception of Brainerd as a city over 125 years ago, and the City will not have respected the property rights of neighboring property owners who have purchased, lived in and improved their homes in this single family residential, long in place neighborhood, for R1 use, not to have those personal and financial and community investments then to be exposed to R3, high density development of a R1 single family residential site to R3 uses, with City blessing.

The Plan (at 84) anticipates applications for high density residential land uses and specifically speaks to the same, as the City's Plan "encourages development of low density [such as single family residential dwellings] and high density [such as what the application seeks] family housing units in those areas designated on the adopted land use plan" ("high density" residential land uses are not identified for 310 North Sixth Street and are instead located along Highway 371 and the south side of the "rail yards," decidedly not the Northside neighborhood). **The adopted land use plan (which is intended to [at 85] "guide development to appropriate areas in order to ensure desirable land use patterns and minimize conflict), contained in the appendices of the Comprehensive Plan, makes clear that 310 North Sixth Street is not "low density" (that is, single family residential) (see, also, at 96), with many other parts of the City allowing for the high density land use sought by this application in this historical, low density neighborhood.**

"Encouragement" of the proper placement of high density land uses, in high density land use areas, cannot be accomplished by approving this high

density land use application in a low density residential neighborhood, and to do so would be to violate the City's law. There is no "planned growth" in the Comprehensive Plan for 310 North Sixth Street as a high density residential land use (see Plan, at 110). Granting the application would flout the very basic rules the City lives by and would instead not "guide development" to "appropriate areas designated," would not "ensure desirable land use patterns," and would not "minimize conflict."

In addition, the "re - zoning" sought here would not create "transitions between different land uses," as required by the Plan (at 85) ("require adequate transitions between different land uses through appropriate land use planning and zoning standards"). The City is, by the command of the Comprehensive Plan, to "zone" pursuant to the Comprehensive Plan (at 91). There are two residential zones between R1 and R3 (R1 A and R2 [R2 is labeled as "medium" density in the Code), both being skipped over here, to get to R3 ("high density," pursuant to the Code).

The City's Zoning Code, Section 515 - 50 - 1, provides that

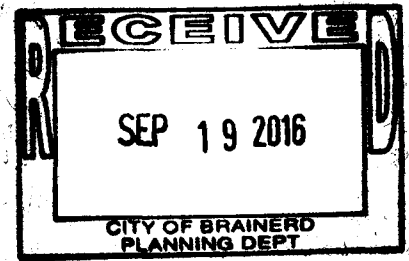
"zoning districts are designed to assist in carrying out the intents and purposes of the Brainerd Comprehensive Plan, and are based on the Comprehensive Plan which has the purpose of protecting the public health, safety, convenience and general welfare."

"Protection of residential uses" is identified, in the Zoning Code (at Section 515 - 50 - 1) as one of the reasons for the creation of zoning districts, such as the Northside's R1. The Zoning Code (at 515 - 50 - 1) requires consideration of an application's proposed land uses "conflicting with specific policies and provisions of" the Comprehensive Plan and the compatibility of the proposed land use with existing land uses: For the reasons described above, numerous conflicts with specific policies and provisions of the Plan are present in this application, which is for a high density land use not allowed in this R1 single family neighborhood and where such R3 land uses would only be possible by variance, a variance being a incompatible, conflicting land use in Brainerd's historic Northside single family residential neighborhood.

John and Janet Erickson ask that the application be denied.

cc: Mark Ostgarden

Charles and Mary Benson
324 N 7th St
Brainerd, MN 56401



September 12, 2016

Mark Ostgarden and City Planning Committee members:

We are writing concerning the rezoning of the property at 310 N 6th St. The north side neighborhood in Brainerd is unique in its stability and sense of community, and we feel the R-1 zoning has contributed to this. We have lived in our home for thirty four years and appreciate the warmth of knowing our long time neighbors.

We do not wish to cause hardship for Joe Hess nor see him lose his home. We understand this house is already divided into two rentals. Perhaps our greatest concern is the future of this property when Mr. Hess decides to sell it. Having this zoned as R-3 could result in a multiple housing unit not acceptable to the neighborhood.

We ask that you consider carefully the rezoning request, and hope that you can come to a decision that will be acceptable to both Mr. Hess and those of us who oppose the R-3 rezoning.

Sincerely,

Charles and Mary Benson

Mark Ostgarden

From: Diane Resch <reschcottpark@hotmail.com>
Sent: Tuesday, September 20, 2016 1:38 PM
To: Mark Ostgarden
Subject: Re zoning of 310 North 6 th Street

We are Glenn n Diane Resch. We own 501 N 5 th Street in Brainerd. We are opposed to the re-zoning of 310 N 6th Street.

Sent from my Verizon Wireless 4G LTE smartphone

ERICKSON LAW OFFICES, PLLC

319 South Sixth Street

Post Office Box 525

Brainerd, Minnesota 56401

Telephone 218-829-7852

Facsimile 218-829-0623

E-Mail: attorney@BrainerdLegal.com

www.BrainerdLegal.com

John H. Erickson

Carl E. Erickson
1911-1992

September 28, 2016

Mayor and City Council
Brainerd City Hall
501 Laurel Street
Brainerd, Minnesota 56401

HAND DELIVERED

JOE HESS REZONING APPLICATION

Speaking on behalf of myself and my wife, Janet E. Erickson, in opposition to the Joe Hess rezoning application, I ask that the Council consider the following information with respect to its decision regarding Mr. Hess' request to rezone an R-1 tract to R-3:

1. The Planning Commission (which neither supported the application nor recommended denial of it) received a letter from me which was considered at the Planning Commission's hearing recently. That letter contains several reasons why the rezoning request of Mr. Hess should be denied. I understand that the practice is for you to receive all Planning Commission materials, including any correspondence from the public, and accordingly, I have not copied that information here.
2. At the Planning Commission, Mr. Ostgarden raised the possibility that the tract in question was "mistakenly" rezoned from R-3 to R-1 in 2011. There was no evidence of "mistake" before the Planning Commission. There was no definition of what "mistake" is in the eyes of the law. In addition, the tract was rezoned to R-1 from R-3 in 2011, when City records established that use was as two dwelling units. By rezoning (in 2011) to R-1, it was known that the two dwelling unit use would be a pre-existing, non-conforming use of an R-1 property and, thus, legal. It is very obvious that there was an intentional decision made to create an R-1 zone and to allow the two dwelling unit use to continue because of its pre-existing nature.

September 28, 2016

Page 2

3. There is no record of opposition by Mr. Hess or others to the 2011 rezoning to R-1 from R-3. Five years later, Mr. Hess now requests that the City return the property to R-3.

A review of the zoning map shows the intent of the City to “draw the line” for R-1 uses as it relates to this lot. This is a very “clear,” logical line, consistent with City records and in support of the Comprehensive Plan’s call to protect single family residential land uses and to have high density (R-3) uses occur elsewhere in the City. It should be noted that if the lot is rezoned to R-3, that will expand R-3 uses of other types further into the R-1 residential zone, which is a zone the Comprehensive Plan clearly seeks to protect. There was no “mistake” of any kind and the R-1 coupled with protection (“grandfather”) for the owner, consistent with the uses in place in 2011 and every year after until 2016, (1) recognized the two dwelling unit use the owner was entitled to continue, (2) did not allow for R-3 uses, (3) made logical sense as part of the R-1 district, and (4) allowed for the possibility of a discontinued grandfather use which would add a single family residential unit to the City.

I recently requested that the Zoning Office provide me with information regarding how the property was characterized by both the owner of the property and the City prior to the rezoning in 2011, and thereafter. Attached are copies of licensing materials dated consecutively from May 2010 through May 2011, May 2012, May 2013, May 2014, June 2015, and up to August 2016 (when the owner first calls out three dwelling units on the site.).

The August 2016 application describes the property type in existence as being “two units.” The application shows that the owner, Mr. Hess, agreed to vacate the premises prior to September 22, 2016 because with the owner, there were three dwelling units, an illegal expansion of the grandfathered two dwelling unit use. The application itself refers to three dwelling units, for the first time, changing the number of dwelling units from the 2015 and prior applications from two to three. Mr. Hess himself signed the 2015 application referring to “duplex” and “both units,” declaring that the information on the application is “truthful.”

Please look closely at these documents, each of which has been signed by the property owner or the property owner’s agent (his mother, now deceased). The owner represented that there were two dwelling units and that the property was a duplex in 2010. In 2011, the same application was made and the information contained in that application was certified to be “true and correct.” In 2012, a similar certification was made as to two units on this site, as was the case in 2013 and 2014 and 2015, all “certified,” all “truthful” by Mr. Hess or his agent.

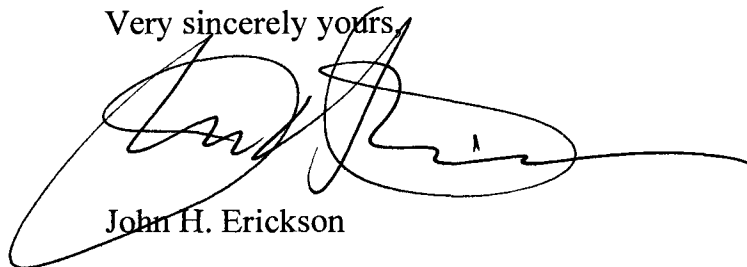
September 28, 2016

Page 3

It is very clear that there was no "mistake" whatsoever, in 2011, rezoning to R-1, affirmatively addressing the Comprehensive Plan's call to protect and expand single family residences, not allowing an R-3 in an area not identified by the Comprehensive Plan – and yet protecting what the owner described as "two dwelling unit" use as a pre-existing, non-conforming use, as two dwelling units, a use not to be expanded to three and a use consistent with the use in place in 2011. There is no evidence as to "mistake," especially where the owner routinely represented to the public that the property use was as two dwelling units.

The rezoning application should be denied and the Comprehensive Plan, which makes strong statements of policy in support of a residential, low density, R-1 district should prevail without this tract becoming an R-3 high density projectile into the R-1 neighborhood.

Very sincerely yours,

A handwritten signature in black ink, appearing to read "John H. Erickson", with a long horizontal flourish extending to the right.

John H. Erickson

tes

Enclosures

License No: 1000235

Date: 05/11/2010

Name of Licensee :

HESS, JOE

310 6TH ST N

BRAINERD, MN 56401

Business Trade : TRIPLEX (TWO UNITS LICENSED)

Premises Address : 310 6TH ST N

BRAINERD, MN 56401

License Period : 06/01/10 THRU 05/31/11

In accordance with provisions of the City of Brainerd
Ordinance(s) the above-named licensee is granted the following
license(s):

License Type : Housing Rental Registration

QTY	AMOUNT	
	HOUSING RENTAL LICENSE	64.00
	Total Fee Paid	64.00

This Certificate of License is hereby issued conditioned that said
licensees shall comply with all the requirements set forth in City
code and the laws of the State of Minnesota.

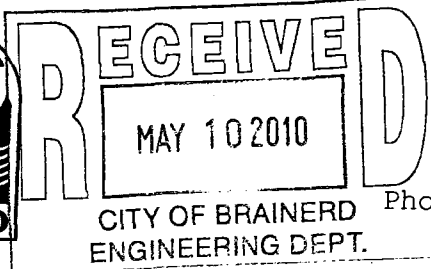
A License issued under this Certificate may be suspended or revoked
for violations thereof.

Bill Kronstedt

Housing Inspector

PLEASE POST IN A CONSPICUOUS PLACE

APPLICATION FOR RENTAL HOUSING LICENSE



City of Brainerd
Department of Building Safety
City Hall - 501 Laurel Street
Brainerd, MN 56401
Phone: (218)828-2309 Fax: (218)828-2316
E-mail: bkronstedt@ci.brainerd.mn.us

Brainerd City Code Section 425 (Rental Housing Maintenance Code) requires the registration of all rental dwelling units.
The annual license fee is \$32.00 per dwelling.
(duplex = two dwellings, triplex = three dwellings, etc.)

INDIVIDUAL APPLICATION REQUIRED FOR EACH BUILDING

Please Complete Sections 1 through 5

If property is not a Rental, Submit application with Completed Sections 1, 2 and 6

SECTION 1. Property Information

Site Address: 310 W 6th ST
Number of Dwelling Units: 2
Single Family ☐ Duplex ☒ Triplex ☐ Fourplex ☐
Apartment (5+) ☐ Rooming ☐ Manufactured Home ☐
Number of people permitted per dwelling or sleeping room 4
Current Number of Off Street Parking Stalls 3 (minimum stall size 9 feet x 20 feet)

SECTION 2. Owner Information

Business Name (if applicable): _____
Property Owner: Joe Ness
Address: 310 W 6th ST
City/State/Zip: Brnd mn 56401
Phone - Home 839 5490 Cell 839 5490
Work _____

(See Reverse Side)

SECTION 3. Person Responsible for Maintenance/Management of Property
IMPORTANT: IF THE OWNER LIVES MORE THAN 30 MILES FROM THE CITY OF
BRainerd, THERE MUST BE A LOCAL MAINTENANCE/MANAGER.

Enter below the requested information for the natural person responsible for maintenance and management of this property. This person must reside within 30 miles of the City of Brainerd. This person may also be the agent/contact person for the property. A post office box is not acceptable as an address for such person.

Property manager name: Angeline Hess
Address: 1622 Woodward St Brainerd
Phone numbers: 829-9632

SECTION 4. Tenant Register

The licensee shall maintain a current register of all tenants and other persons with a lawful right to occupancy to a dwelling unit and the corresponding floor and unit number and/or designation of such within the building.

Address where tenant register is kept:

1622 Woodward St

SECTION 5. Certification

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND I UNDERSTAND ALL MAILINGS FROM INSPECTIONS SECTION INCLUDING THE ANNUAL RENTAL LICENSE APPLICATION WILL BE MAILED TO THE ADDRESS LISTED IN SECTION 2 UNLESS I INFORM OTHERWISE.

Signature of owner

Date

Section 6. NON RENTAL DECLARATION

THIS PROPERTY IS NOT RENTAL PROPERTY -

REASON FOR NOT BEING RENTAL PROPERTY _____

SIGNATURE: _____ DATE: _____

Comments:

License No: 1100468

Date: 05/25/2011

Name of Licensee :

HESS, JOE, C/O ANGELINE HESS
1622 NORWOOD STREET
BRainerd, MN 56401

Business Trade : DUPLEX

Premises Address : 310 6TH ST N

BRainerd, MN 56401

License Period : 06/01/11 THRU 05/31/12

In accordance with provisions of the City of Brainerd
Ordinance(s) the above-named licensee is granted the following
license(s):

License Type : Housing Rental Registration

QTY	AMOUNT	
	HOUSING RENTAL LICENSE	64.00
	Total Fee Paid	64.00

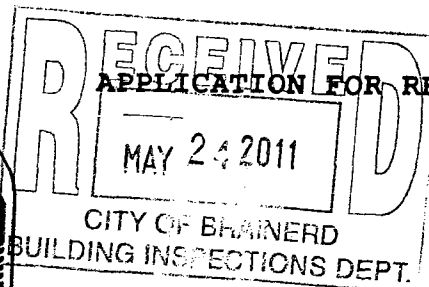
This Certificate of License is hereby issued conditioned that said
licensees shall comply with all the requirements set forth in City
code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked
for violations thereof.

Bill Kronstedt

Housing Inspector

PLEASE POST IN A CONSPICUOUS PLACE



APPLICATION FOR RENTAL HOUSING LICENSE

City of Brainerd
Department of Building Safety
City Hall - 501 Laurel Street
Brainerd, MN 56401
Phone: (218) 828-2309 Fax: (218) 828-2315
E-mail: bkronstedt@ci.brainerd.mn.us

Brainerd City Code Section 425 (Rental Housing Maintenance Code) requires the registration of all rental dwelling units. The annual license fee is \$32.00 per dwelling.
(duplex = two dwellings, triplex = three dwellings, etc.)

INDIVIDUAL APPLICATION REQUIRED FOR EACH BUILDING

Please Complete Sections 1 through 5

If property is not a rental dwelling, submit application with completed Sections 1, 2 and 6

SECTION 1. Property Information

Site Address: 310 NO. 6th ST
Number of Dwelling Units: 2
Single Family ☐ Duplex ☒ Triplex ☐ Four-plex ☐
Apartment (5+) ☐ Rooming ☐ Manufactured Home ☐
Number of people permitted per dwelling or sleeping room 2
Current Number of Off Street Parking Stalls 3
(minimum stall size 9 feet x 20 feet)

SECTION 2. Owner Information

Business Name (if applicable): _____
Property Owner: Joe Hess
Address: 310 NO 6th ST
City/State/Zip: Brainerd MN 56401
Phone: Home 829 9632 601 Cell 218 - 839 45490
Work Angeline Hess manager E-mail none

SECTION 3. Person Responsible for Maintenance/Management of Property
IMPORTANT: IF THE OWNER LIVES MORE THAN 30 MILES FROM THE CITY OF
BRAINERD, THERE MUST BE A LOCAL MAINTENANCE/MANAGER.

Enter below the requested information for the natural person responsible for maintenance and management of this property. This person must reside within 30 miles of the City of Brainerd. This person may also be the agent/contact person for the property. A post office box is not acceptable as an address for such person.

Property manager name: _____

Address: _____

Phone numbers: _____

E-mail address: _____

SECTION 4. Tenant Register

The licensee shall maintain a current register of all tenants and other persons with a lawful right to occupancy to a dwelling unit and the corresponding floor and unit number and/or designation of such within the building.

Address where tenant register is kept: _____

SECTION 5. Certification

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND I UNDERSTAND ALL MAILINGS FROM INSPECTIONS SECTION INCLUDING THE ANNUAL RENTAL LICENSE APPLICATION WILL BE MAILED TO THE ADDRESS LISTED IN SECTION 2 UNLESS I INFORM OTHERWISE.

Mail to _____
Signature of owner _____ Date _____
1622 Norwood St

Section 6. NON RENTAL DECLARATION

THIS PROPERTY IS NOT RENTAL PROPERTY -

REASON FOR NOT BEING RENTAL PROPERTY _____

SIGNATURE: _____

DATE: _____

Comments: _____

License No: 1200440

Date: 05/18/2012

Name of Licensee :

HESS, JOE, C/O ANGELINE HESS
1622 NORWOOD STREET
BRainerd, MN 56401

Business Trade : DUPLEX

Premises Address : 310 6TH ST N

BRainerd, MN 56401

License Period : 06/01/12 THRU 05/31/13

In accordance with provisions of the City of Brainerd
Ordinance(s) the above-named licensee is granted the following
license(s):

License Type : Housing Rental Registration

QTY	AMOUNT	
	HOUSING RENTAL LICENSE	64.00
	Total Fee Paid	64.00

This Certificate of License is hereby issued conditioned that said
licensee shall comply with all the requirements set forth in City
code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked
for violations thereof.

Scott Sadusky

Building Inspector

PLEASE POST IN A CONSPICUOUS PLACE

City Hall
501 Laurel Street
Brainerd, Minnesota 56401



www.ci.brainerd.mn.us

Mayor

(218) 828-2308
Fax (218) 828-2316

City Administrator

(218) 828-2307
Fax (218) 828-2316
admin@ci.brainerd.mn.us

Civil Attorney

411 Front Street
P.O. Box 367
(218) 828-2775
Fax (218) 829-9768

Criminal Attorney

510 Norwood Street
(218) 828-2311
Fax (218) 825-8922

City Engineer

(218) 828-2309
Fax (218) 828-2316
engineer@ci.brainerd.mn.us

Chief of Police

225 East River Road
(218) 829-2805
Fax (218) 825-3489

Fire Chief

23 Laurel Street
(218) 828-2312
fire@ci.brainerd.mn.us

City Planner

(218) 828-2310
Fax (218) 828-2316
planning@ci.brainerd.mn.us

Director of Parks & Recreation

1619 Washington Street N.E.
(218) 828-2320
Fax (218) 828-2791
parks@ci.brainerd.mn.us

Public Utilities

P.O. Box 373
Business
(218) 829-8726 • fax (218) 829-4703
Service
(218) 829-2193 • fax (218) 829-2308
email@bpu.mn.us

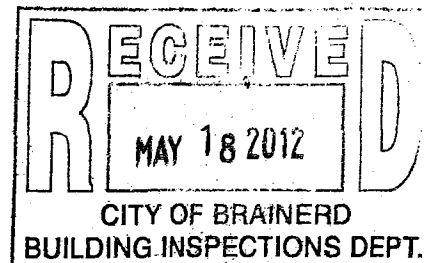
Equal Opportunity Employer

CITY OF BRAINERD

BUILDING INSPECTIONS DEPT.

April 25, 2012

HESS, JOE
C/O ANGELINE HESS
1622 NORWOOD ST
BRAINERD, MN 56401



RE: 2012 Rental Housing Registration Application

Dear Property Owner or Property Manager:

This letter has been prepared and directed to property owners and property managers who own or manage rental dwellings in the City of Brainerd, thereby initiating the 2012 Rental Housing Registration process. This license period runs from June 1, 2012 to May 31, 2013. The property described below was registered as a rental dwelling(s) in 2011.

To expedite and simplify the process for property owners, the **City of Brainerd is using this letter for rental license renewal, eliminating the necessity for you to fill out the standard registration form each year (license renewals only)**. Please review the information on this correspondence and make any necessary corrections.

RENTAL UNIT STREET ADDRESS: **310 6TH ST N**

NUMBER OF DWELLING UNITS REGISTERED IN 2011: **2**

PRIMARY CONTACT PHONE NUMBER: **218-829-9632**

This phone number may be used for publication/distribution

The property owner/manager's mailing address is listed above as the inside address. List any changes to this information below.

The license fee is \$32.00 per dwelling per year (i.e. duplex = 2 dwellings, triplex = 3 dwellings, etc.) Be informed that an Unlicensed Dwelling Fee has been established under Resolution 65:09. To obtain a license application for new rental property or other rental dwellings not identified; to review City Code Section 425, City Code Section 450, Resolution 65:09, or the inspection checklist, visit the City's website. <http://www.ci.brainerd.mn.us>

- ☒ There are no changes to the property and/or owner information listed above.
☐ There are changes to the property information (list below):

Total number of units applied for 2 x \$32.00 = \$ 64.00 license fee submitted

I hereby acknowledge that I have completed this application and state that the information contained therein is correct.

Signature Angeline Hess Manager/Owner Date: 5.15.12

Notice: The information provided in this application is a public record. Incomplete applications will not be accepted. Falsified information may result in revocation of license.

(over)

Name of Licensee : HESS, JOE, C/O ANGELINE HESS
1622 NORWOOD STREET
BRAINERD, MN 56401
Business Type : DUPLEX
Premise Address :
310 6TH ST N
BRAINERD, MN 56401
License Period : 6/1/2013 THRU 5/31/2014

No.: 2013-00286
Date: 05/15/2013

In accordance with provisions of the City of Brainerd Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Housing Rental Registration

HOUSING RENTAL LICENSE	Amount
	64.00
Total Fee Paid	64.00

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Scott Sadusky, Building Inspector

PLEASE POST IN A CONSPICUOUS PLACE



www.ci.brainerd.mn.us

Mayor

(218) 828-2308
Fax (218) 828-2316

City Administrator

(218) 828-2307
Fax (218) 828-2316
admin@ci.brainerd.mn.us

Civil Attorney

411 Front Street
P.O. Box 367
(218) 828-2775
Fax (218) 829-9768

Criminal Attorney

510 Norwood Street
(218) 828-2311
Fax (218) 825-8922

City Engineer

(218) 828-2309
Fax (218) 828-2316
engineer@ci.brainerd.mn.us

Chief of Police

225 East River Road
(218) 829-2805
Fax (218) 825-3489

Fire Chief

23 Laurel Street
(218) 828-2312
Fax (218) 828-2331
fire@ci.brainerd.mn.us

City Planner

(218) 828-2310
Fax (218) 828-2316
planning@ci.brainerd.mn.us

Director of Parks & Recreation

1619 Washington Street N.E.
(218) 828-2320
Fax (218) 828-2791
parks@ci.brainerd.mn.us

Public Utilities

P.O. Box 373
Business
(218) 829-8726 • fax (218) 829-4703
Service
(218) 829-2193 • fax (218) 829-2308
email@bpu.org

Equal Opportunity Employer

April 29, 2013

HESS, JOE
C/O ANGELINE HESS
1622 NORWOOD ST
BRAINERD, MN 56401



RE: 2013 Rental Housing License Renewal Application

Dear Property Owner or Property Manager:

This letter has been prepared and directed to property owners and property managers who own or manage rental dwellings in the City of Brainerd, thereby initiating the 2013 Rental Housing Registration process. This license period runs from June 1, 2013 to May 31, 2014. The property described below was registered as a rental dwelling(s) in 2012.

This application format shall be used for rental license renewals only and is specific to the property listed below. The standard application form must be used for all new property acquisitions which is available online or at City Hall. Please review the information on this application and make any necessary corrections.

RENTAL UNIT STREET ADDRESS: **310 6TH ST N**

NUMBER OF DWELLING UNITS REGISTERED IN 2012: **2**

PRIMARY CONTACT PHONE NUMBER: **218-829-9632**

This phone number may be used for publication/distribution

The property owner/manager's mailing address is listed above as the inside address (below the letter date). List any changes to this information below.

- ☒ There are no changes to the property information or the owner information listed above.
☐ There are changes to the property and/or owner information (list below):

The license fee is \$32.00 per dwelling per year (i.e. duplex = 2 dwellings, triplex = 3 dwellings, etc.) Be informed that an Unlicensed Dwelling Fee has been established under Resolution 65:09.

Total number of units applied for 2 x \$32.00 = \$ 64 license fee submitted

To obtain a registration application for new rental property or other rental property not identified; to review City Code Section 425, City Code Section 450, Resolution 65:09, visit the City's website: <http://www.ci.brainerd.mn.us>

I hereby acknowledge that I have completed this application and state that the information contained therein is correct.

Signature Angeline Hess Manager/Owner Date: 5.8.13

Notice: The information provided in this application is a public record. Incomplete applications will not be accepted. Falsified information may result in revocation of license.



Printed on Recycled Paper

Paper and Printing Produced Locally

(over)

2013 Rental Housing Registration Letter
April 29, 2013
Page 2.

To avoid penalties, applications and license fee submittals must be postmarked no later than June 1, 2013. Please remit to:

Department of Building Safety – Rental Licenses
City Hall – 501 Laurel Street
Brainerd, MN 56401

Resolution establishing fees and penalties relating to City Code Section 425, "....That the Unlicensed Dwelling Fee established under Section 425.1880, shall be as follows below per rental dwelling unit plus the Annual License Fee:

Up to 30 days after June 1	- \$25.00
31 days to 60 days	- \$75.00
61 days to 120 days	- \$150.00
Over 121 days	- \$450.00 PLUS filing of Misdemeanor charges per City Code Section 425.1980."

It is the sole responsibility of the license holder to maintain and update this office in writing of all changes to your mailing address or phone numbers(s) to ensure all notices are received promptly. WE ARE NOT RESPONSIBLE FOR UNDELIVERABLE MAIL OR NOTICES THAT RESULT IN THE LOSS OF YOUR RENTAL LICENSE OR PENALTIES ISSUED AS A RESULT OF NONCOMPLIANCE.

Please feel free to contact our office at 218/828-2309 if you have any questions regarding this registration process. Thank you in advance for your reply.

Respectfully,

CITY OF BRAINERD

Scott Sadusky,
City Building Inspector



RENTAL HOUSING LICENSE

Department of Building Safety
City Hall - 501 Laurel Street
Brainerd, MN 56401

Phone: (218) 828-2309 Fax: (218) 828-2315

Email: ssadusky@ci.brainerd.mn.us

Brainerd City Code Section 425.1810 License required. No person shall allow to be occupied, or let to another for occupancy, any dwelling unit unless the owner has first obtained a license. Visit our website at www.ci.brainerd.mn.us

Name of Licensee : HESS, JOE, C/O ANGELINE HESS
1622 NORWOOD STREET
BRAINERD, MN 56401-
Property Type : TWO UNITS
Premise Address : 310 6TH ST N
BRAINERD, MN 56401-
License Period : 6/1/2014 THRU 5/31/2014

No.: 2014-00383
Date: 05/13/2014

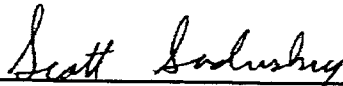
9/15/14
9:00 AM

In accordance with provisions of the City of Brainerd Ordinance(s) the above-named licensee is granted the following license(s):

License Type	: Rental Housing Registration	Amount
HOUSING RENTAL LICENSE		64.00
Total Fee Paid		64.00

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.



Scott Sadusky, Building Inspector

PLEASE POST IN A CONSPICUOUS PLACE

City Hall
501 Laurel Street
Brainerd, Minnesota 56401



www.ci.brainerd.mn.us

Mayor

(218) 828-2308
Fax (218) 828-2316

City Administrator

(218) 828-2307
Fax (218) 828-2316
admin@ci.brainerd.mn.us

Civil Attorney

411 Front Street
P.O. Box 367
(218) 828-2775
Fax (218) 829-9768

Criminal Attorney

510 Norwood Street
(218) 828-2311
Fax (218) 825-8922

City Engineer

(218) 828-2309
Fax (218) 828-2316
engineer@ci.brainerd.mn.us

Chief of Police

225 East River Road
(218) 829-2805
Fax (218) 825-3489

Fire Chief

23 Laurel Street
(218) 828-2312
Fax (218) 828-2331
fire@ci.brainerd.mn.us

City Planner

(218) 828-2310
Fax (218) 828-2316
planning@ci.brainerd.mn.us

Director of Parks & Recreation

1619 Washington Street N.E.
(218) 828-2320
Fax (218) 828-2791
parks@ci.brainerd.mn.us

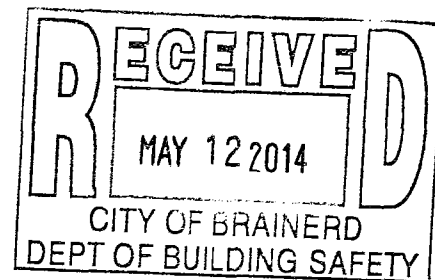
Public Utilities

P.O. Box 373
Business
(218) 829-8726 • fax (218) 829-4703
Service
(218) 829-2193 • fax (218) 829-2308
email@bpu.org

Equal Opportunity Employer

April 24, 2014

HESS, JOE
C/O ANGELINE HESS
1622 NORWOOD ST
BRAINERD, MN 56401



RE: 2014 Rental Housing License Renewal Application

Dear Property Owner or Property Manager:

This letter has been prepared and directed to property owners and property managers who own or manage rental dwellings in the City of Brainerd, thereby initiating the 2014 Rental Housing Registration process. This license period runs from June 1, 2014 to May 31, 2015. The property described below was registered as a rental dwelling(s) in 2013.

This application format shall be used for rental license renewals only and is specific to the property listed below. The standard application form must be used to register new property acquisitions, which is available online - www.ci.brainerd.mn.us/building/rental/rentalapp.pdf or at City Hall. Please review the information on this application and make any necessary corrections.

RENTAL UNIT STREET ADDRESS: **310 6TH ST N**

NUMBER OF DWELLING UNITS REGISTERED IN 2013: **2**

PRIMARY CONTACT PHONE NUMBER: **218-829-9632**

This phone number may be used for publication/distribution

The property owner/manager's mailing address is listed above as the inside address (below the letter date). List any changes to this information below.

- ☒ There are no changes to the property information or the owner information listed above.
☐ There are changes to the property and/or owner information (list below):

Providing an email address can be a direct benefit to you. When an emergency situation arises, callers tend to contact this department. An email could provide you instant notification in case of an emergency involving your property. **E-addresses will be used for in-house purposes only.**

Email Address: None

You can opt to have your email address added to the contact group to receive notifications of the monthly Rental Property Owners & Managers meetings; check the box below:

- ☐ Yes, I would like to receive monthly meeting notifications. Please share my email address with the Rental Property Owners/Managers Group

The license fee is \$32.00 per dwelling per year (i.e. duplex = 2 dwellings, triplex = 3 dwellings, etc.) Be informed that an Unlicensed Dwelling Fee has been established under Resolution 45:10.

(over)



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Recycled Paper

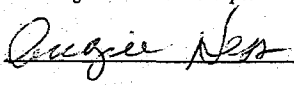
Total number of units applied for 2 x \$32.00 = \$ 64⁰⁰ license fee submitted

Please make checks payable to: City of Brainerd

To avoid penalties, application and license fee submittals must be returned and postmarked no later than June 1, 2014.

Remit to: Department of Building Safety – Rental Licenses
City Hall – 501 Laurel Street
Brainerd, MN 56401

I hereby acknowledge that I have completed this application and state that the information contained therein is correct.

Signature  Manager/Owner Date: 5.5.14

Notice: The information provided in this application is a public record. Incomplete applications will not be accepted. Falsified information may result in revocation of license.

To obtain a registration application for new rental property or other rental property not identified; to review City Code Section 425, City Code Section 450, Resolution 45:10, visit the City's website: <http://www.ci.brainerd.mn.us/building/rental/index.htm>

Resolution establishing fees and penalties relating to City Code Section 425, "....That the Unlicensed Dwelling Fee established under Section 425.1880, shall be as follows below per rental dwelling unit plus the Annual License Fee:

Up to 30 days after June 1	- \$25.00
31 days to 60 days	- \$75.00
61 days to 120 days	- \$150.00
Over 121 days	- \$450.00 PLUS filing of Misdemeanor charges per City Code Section 425.1980."

It is the sole responsibility of the license holder to maintain and update this office **in writing** of all changes to your mailing address or phone numbers(s) to ensure all notices are received promptly. WE ARE NOT RESPONSIBLE FOR UNDELIVERABLE MAIL OR NOTICES THAT RESULT IN THE LOSS OF YOUR RENTAL LICENSE OR PENALTIES ISSUED AS A RESULT OF NONCOMPLIANCE.

Please feel free to contact our office at 218/828-2309 if you have any questions regarding this registration process. Thank you in advance for your reply.

Respectfully,

CITY OF BRAINERD

Laurie M. Johnson,
Permit Technician, Administrative Sp.



RENTAL HOUSING LICENSE

Department of Building Safety
City Hall - 501 Laurel Street
Brainerd, MN 56401

Phone: (218) 828-2309 Fax: (218) 828-2315

Email: jstewart@ci.brainerd.mn.us

Brainerd City Code Section 425.1810 License required. No person shall allow to be occupied, or let to another for occupancy, any dwelling unit unless the owner has first obtained a license. Visit our website at www.ci.brainerd.mn.us

Name of Licensee : HESS, JOE
310 6TH STREET N APT B
BRAINERD, MN 56401-
Property Type : DUPLEX
Premise Address : 310 6TH ST N
BRAINERD, MN 56401-
License Period : 6/1/2015 THRU 5/31/2016

No.: 2015-00544
Date: 06/01/2015

In accordance with provisions of the City of Brainerd Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Rental Housing Registration

	Amount
HOUSING RENTAL LICENSE	64.00
Total Fee Paid	64.00

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Josh Stewart, City Building Inspector

PLEASE POST IN A CONSPICUOUS PLACE

Rental Housing License Application

501 Laurel Street ♦ Brainerd, MN 56401 ♦ 218.828.2309 ♦ 218.828.2315 (fax)

www.ci.brainerd.mn.us • Email: ljohnson@ci.brainerd.mn.us

Brainerd City Code Section 425.1810 License Required. No person shall allow to be occupied, or let to another for occupancy, any dwelling unit unless the owner has first obtained a licensed.

**Application must be completed in its entirety – one application per structure.
The annual license fee is \$32 per dwelling unit (duplex = 2 units, triplex = 3 units, etc.)**

Property Address 310 N. 6TH ST. Baginced mn. 58401

Property Type: ☐ Single Family ☐ Apartment (5+)
(check one) ☒ Duplex (____ one unit ☒ both units) ☐ Boarding House (Number of beds ____)
☐ Triplex ☐ Other, describe _____
☐ Four-plex

Business Name (if applicable) Joe Hess Email _____

Owner/officer Name Joe Hess Phone (214) 834-5490

Address 310 1/2 N 6TH ST APT B Brainerd MN 56401
Street City State Zip

Minnesota Business Tax ID Number

(per Minnesota Statute 270C.72) _____ Applicant's Social Security Number 473-82-7499

Federal Business Tax ID Number

Owner's Designated Agent – Enter below the information for the natural person responsible for maintenance and management of this property. This person must reside within 30 miles of the City of Brainerd. This person may also be the agent /contact person for the property. A post office box is not acceptable as an address for such person.

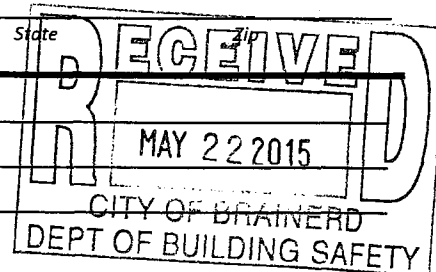
Business Name of Agent _____ Email _____

Owner/officer Name _____ Phone () _____

Address _____

Street City State Zip

Declaration of Non-rental – reason for non-rental status



Applicant Signature

The data on this form will be used to approve your license. Some requested data is private. Private data is available to you and the City or State staff who need this information to perform their duties, but is not available to the public. You are not legally required to provide this data, but the City may not be able to approve your license if you do not provide it.

I declare that the information I have provided on this application is truthful and I understand that falsification of information provided on this application will result in denial of the license. I authorize the City of Brainerd to investigate and make whatever inquiries that are necessary to verify the information provided.

X _____ Date 5-19-15



RENTAL HOUSING LICENSE

Department of Building Safety
City Hall - 501 Laurel Street
Brainerd, MN 56401

Phone: (218) 828-2309 Fax: (218) 828-2315
Email: jstockinger@ci.brainerd.mn.us

Brainerd City Code Section 425.1810 License required. No person shall allow to be occupied, or let to another for occupancy, any dwelling unit unless the owner has first obtained a license. Visit our website at www.ci.brainerd.mn.us

Name of Licensee	:	HESS, JOE	No.: 2016-01048
		310 6TH STREET N APT B	Date: 08/22/2016
		BRAINERD, MN 56401-	
Property Type	:	TWO UNITS	
Premise Address	:	310 6TH ST N	
		BRAINERD, MN 56401-	
License Period	:	8/22/2016 THRU 5/31/2017	

In accordance with provisions of the City of Brainerd Ordinance(s) the above-named licensee is granted the following license(s):

License Type	:	Rental Housing Registration	
		PROPERTY IS ZONED R-1. OWNER HAS AGREED TO VACATE THE PREMISES, ALLOWING FOR TWO UNITS TO BE USED AND LICENSED AS RENTAL DWELLINGS. OWNER HAS UNTIL SEPTEMBER 22, 2016 TO VACATE THE THIRD UNIT.	
		HOUSING RENTAL LICENSE	364.00
Total Fee Paid			364.00

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.



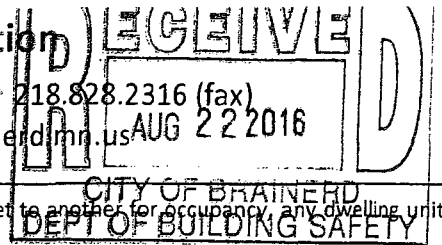
Jason Stockinger, City Housing Inspector

PLEASE POST IN A CONSPICUOUS PLACE



Rental Housing License Application

501 Laurel Street • Brainerd, MN 56401 • 218.828.2309 • 218.828.2316 (fax)
www.ci.brainerd.mn.us • Email: ljohnson@ci.brainerd.mn.us



Brainerd City Code Section 425.1810 License Required. No person shall allow to be occupied, or let to another for occupancy, any dwelling unit unless the owner has first obtained a licensed.

Application must be completed in its entirety – one application per structure. The annual license fee is \$32 per dwelling unit (duplex = 2 units, triplex = 3 units, etc.) **License fees are payable to: City of Brainerd**

Property Address 310 N 6TH ST Brainerd MN 56401

Property Type: ☐ Single Family

☐ Apartment - Number of dwelling units 3

(check one)

☐ Duplex (____ one unit ____ both units)

☐ Boarding House (Number of beds ____)

☐ Triplex

☐ Other, describe _____

☐ Four-plex

Business Name (if applicable) _____

Email _____

Owner/officer Name Joe Hess

Phone (218) 839-5490

Address 310 1/2 NORTH 6TH ST APT B Brainerd
Street City

MN 56401
State Zip

Minnesota Business Tax ID Number

(per Minnesota Statute 270C.72) _____

Applicant's Social

Security Number 473-82-7449

Federal Business Tax ID Number _____

Owner's Designated Agent – Enter below the information for the natural person responsible for maintenance and management of this property. This person must reside within 30 miles of the City of Brainerd. This person may also be the agent /contact person for the property. A post office box is not acceptable as an address for such person.

Business Name of Agent Joe Hess

Email _____

Owner/officer Name Joe Hess

Phone (218) 839-5490

Address 310 1/2 NORTH 6TH ST APT B Brainerd
Street City

MN 56401
State Zip

Declaration of Non-rental – reason for non-rental status _____

Applicant Signature

The data on this form will be used to approve your license. Some requested data is private. Private data is available to you and the City or State staff who need this information to perform their duties, but is not available to the public. You are not legally required to provide this data, but the City may not be able to approve your license if you do not provide it.

I declare that the information I have provided on this application is truthful and I understand that falsification of information provided on this application will result in denial of the license. I authorize the City of Brainerd to investigate and make whatever inquiries that are necessary to verify the information provided.

X [Signature] Date _____