

CITY COUNCIL AGENDA

Brainerd, Minnesota

October 17, 2016

7:30 P.M.

Brainerd City Hall

Council Chambers

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

1. Call to Order

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 adopt by ROLL CALL VOTE.

A. Approval of the Minutes of the Regular Meeting held on October 3, 2016 , as distributed

B. Approval of Licenses – (See Attachment)

1. Contractor's Licenses – 2 – New
2. Contractor's Licenses – 2 – Renewals

C. Department Activity Reports – (See Attachments)

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

D. Minnesota Lawful Gambling Premises Permit Application – Adopt Resolution to Allow Lawful Gambling by HART at Baxter Liquor Mart, 105 Washington Street NE, Brainerd

- E. Minnesota Lawful Gambling Premises Permit Application – Adopt Resolution to Allow Lawful Gambling by American Legion Post #255 at 612 Station, 612 Front Street, Brainerd**
- F. Adopt Resolution Accepting Donations & Contributions for 3rd Quarter 2016 (See Attachment)**
- G. Adopt Resolution Approving the Collateral Assignment of the Royal Tire Contract for Private Development (See Attachment)**
- H. Adopt Resolution in Recognition of Transit Coordinator Andy Stone's Selection for the Management Innovation Award from the Minnesota Public Transit Association**
- I. Approval of 2017 NJPA Health Insurance Renewal Rates**

6. Council Committee Reports

A. Personnel and Finance Committee Report

1. Approval of Bills, Transfer of Funds & Payments to Contractors

General Fund to Public Safety Fund	\$30,000
General Fund to Park Fund	\$60,000
General Fund to Street & Sewer Fund	\$25,000
General Fund to Airport Fund	<u>\$12,960</u>
	\$127,960

Contractor	IMP #	Project	Amount	Total Retained
Northwoods Landscaping	10-03	Downtown Maint. Red Pine/2 Mile Rd	\$4,750	0
Oak Lawn Township	16-12	Seal Coat - FINAL	\$12,494	0
S.E.H.	14-15	Arpt Util Ext thru 8/31	\$78,141	0
S.E.H.	14-15	Arpt Util Ext thru 9/30	\$76,066	0
Tom's Backhoe	14-15	Arpt Util Ext thru 9/30	\$1,329,047	\$69,949.85
WSN	16-06	San Sewer Block 46	\$472	0

2. Deferment of Assessments

3. Meal Reimbursement for Transit Coordinator

4. Discussion of Fund Balance Policy

5. 2016 Capital Projects Fund Update

B. Safety and Public Works Committee Report

1. Event/Street Closure Request – St. Francis Marathon

2. NW 4th Street Traffic Study

3. Improvement 14-15 – Airport Utility Extension – Request for Services Agreement Amendment

4. Improvement 14-15 – Airport Utility Extension – Status of Private Wells

7. Unfinished Business

A. Public Hearing – Improvement 14-08 and 14-09 Assessments – Adopt Resolution Ordering the Special Assessments

B. Public Hearing – Downtown Special Services District Assessments – Adopt Resolution Ordering the Special Assessments

C. Public Hearing – 2016 Nuisance Abatement – Adopt Resolution Ordering Special Assessments

**D. 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. First Reading – Proposed Ordinance No. 1462 – An Ordinance Amending Section 1200.21 of the Brainerd City Code Pertaining to On-Sale Liquor Zones and License Limitations re a portion of the Franklin Art Center – City Administrator Thoreen Recommends Dispensing with the Actual Reading

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

10. Staff Reports – Written

(Verbal: Any Updates since Packet)

11. Council Member Reports

12. Adjourn

NOTE: Safety and Public Works Committee will meet at 7:00 P.M.

Personnel and Finance Committee will meet at 6:45 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"

7:15 P.M. - Showcasing Brainerd: Brainerd Ace Hardware

The Chair recognized Mr. Nick Eades, managing partner of Brainerd Ace Hardware, who discussed the history of the store which was founded in 1958 by Mr. Joe Gustafson and purchased in 2013 by Mike and Mark Weibolt. He stated that there are currently 8 full-time and 10 part-time staff members ranging in age from 16 to 23 with a great deal of combined knowledge. Services offered at Ace include paint sales and mixing, key cutting, screen construction and repair, tag personalization/engraving, propane exchange and grill sales; most items are deliverable as well. They are a Husqvarna power equipment dealer offering parts, warranty service and mechanic services for those machines. City Council Members commented on the great service they've received at Ace over the years. Mr. Eades answered questions and the Chair thanked him for his presentation.

In the extra moments between the end of the presentation and the beginning of the meeting, City Administrator Thoreen pointed the Council and public's attention toward the new screens displayed throughout the Council Chambers which will now have the Council Packet on display as the meeting progresses.

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, Bevans, Johnson, Borkenhagen and Scheeler. Mayor Menk was also noted as present. Council Member Pritschet was noted as absent.

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

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

City Administrator Thoreen announced that on page 5 of the September 19, 2016 draft minutes, the vote for the adoption of Resolution No. 43:16 should list member Borkenhagen as voting "nay" only.

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT THE CONSENT CALENDAR WITH THE CORRECTION TO THE SEPTEMBER 19, 2016 MINUTES.

A. Approval of the Corrected Minutes of the Regular Meeting held on September 19, 2016, as distributed – Approved

B. Approval of Licenses – Approved

1. Contractor's Licenses – 1 – New
2. Contractor's Licenses – 6 – Renewals

C. Department Activity Reports – Approved

1. Mayor

2. Fire Chief
3. Park Director

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

Council Committee Reports

Personnel and Finance Committee

Approval of Bills & Payments to Contractors – Approved

MOVED AND SECONDED BY ALDERMEN KOEP AND JOHNSON TO APPROVE THE PAYMENT OF BILLS AND PAYMENT TO CONTRACTOR AS PRESENTED.

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

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

Request to Purchase HR Software & Authorize New Voluntary Benefits – Authorize Purchase of NeoGov and BenefitsConnect Software, New Voluntary Group Short-Term Disability, Accident, Critical Illness and Vision Plan and Clarification of Current Payroll Deductions for Existing Colonial Life and Aflac Policies with the Understanding that those Plans will not be Offered to New Employees – Approved

MOVED AND SECONDED BY ALDERMEN KOEP AND JOHNSON, DULY CARRIED, TO AUTHORIZE THE FOLLOWING:

- THE PURCHASE OF NEOGOV EMPLOYMENT APPLICANT TRACKING SOFTWARE;
- THE PURCHASE OF BENEFITSCONNECT ONLINE BENEFITS ENROLLMENT SOFTWARE;
- THE OFFERING OF 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
- THE CLARIFICATION THAT EMPLOYEES MAY RETAIN AND UTILIZE PAYROLL DEDUCTIONS FOR THEIR EXISTING COLONIAL LIFE AND AFLAC POLICIES WITH THE UNDERSTANDING THAT THOSE PLANS WILL NOT BE OFFERED IN THE FUTURE TO NEW EMPLOYEES OR EXISTING EMPLOYEES IF NOT CURRENTLY ELECTED.

Committee Chair Koep stated that the City's maximum cost will be \$5,687 which is a 50/50 split of the total cost with Brainerd Public Utilities and that there will be ongoing annual software maintenance fees for these programs. She stated that the funds will come from the savings to the Human Resources Department which will be realized by this new automated process.

The Chair recognized Human Resource Coordinator Kris Schubert, who ensured the Council that all employees will have access to a computer to complete the automated forms.

Vehicle Lease Review – Informational

A summary of costs to be incurred in 2016 and over the term of the lease for current leased vehicles was included in the Packet. Committee Chair Koep reported that over the lease period, the estimated savings to the City is estimated at \$6,527 for a five-year period. She stated that there have been no complaints and that the Parks Department is considering the leasing program as well.

Fire Department – Paid On-Call Firefighter Josh Stangel – Complete One-Year Probation – Change Employment Status from “Probationary” to “Regular” Effective October 1, 2016 – Approved

MOVED AND SECONDED BY ALDERMEN KOEP AND JOHNSON, DULY CARRIED, TO AUTHORIZE THE CHANGE IN EMPLOYMENT STATUS FROM “PROBATIONARY” TO “REGULAR” FOR PAID ON-CALL FIREFIGHTER JOSH STANGEL FOLLOWING THE SUCCESSFUL COMPLETION OF HIS ONE-YEAR PROBATION, EFFECTIVE OCTOBER 1, 2016.

Discussion of Fund Balance Policy – Informational

The City’s current fund balance policy, last amended December 19, 2011, was included in the Packet.

Committee Chair Koep reported that this has been a subject of discussion during Budget preparation and that further information will be presented to the Council as it becomes available.

Status Report on Facilities Committee – Informational

A report was included in the Packet on the Facilities Committee recommendations.

Committee Chair Koep reported that the main concerns identified are the HVAC and front steps at City Hall and that the Council would continue to be updated with progress.

Safety and Public Works Committee

Resolution No. 44:16 Adopted – Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessment and Ordering a Public Hearing to be held on October 17, 2016 at 7:30 P.M. to discuss the 2016 Nuisance Abatements

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN TO ADOPT RESOLUTION NO. 44:16 – DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENT AND ORDERING A PUBLIC HEARING TO BE HELD ON OCTOBER 17, 2016 AT 7:30 P.M. TO DISCUSS 2016 NUISANCE ABATEMENTS.

RESOLUTION NO. 44:16

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

Public Hearing – Resolution No. 45:16 Adopted – Authorizing the Vacation of a Portion of Lakeview Lane as Requested and Reserving Easements for any Existing Utilities

The Chair opened the Public Hearing at 7:45 P.M. No one came forward.

The Chair closed the Public Hearing at 7:46 P.M.

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT RESOLUTION NO. 45:16 – AUTHORIZING THE VACATION OF “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” AS REQUESTED BY MARY MARJORIE LARSON, 817 LAKEVIEW LANE, RESERVING EASEMENTS FOR ANY EXISTING UTILITIES, IF ANY.

RESOLUTION NO. 45:16

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

Sewer Connection Cost at 411 SE 13th Street – Accept \$2,500 paid by Previous Property Owner as payment in full resulting in a project cost to the City of \$1,826.49, based on the total project cost of \$4,326.49 – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO ACCEPT \$2,500 PAID BY PREVIOUS PROPERTY OWNER AS PAYMENT IN FULL RESULTING IN A PROJECT COST TO THE CITY OF \$1,826.49, BASED ON THE TOTAL PROJECT COST OF \$4,326.49 FOR SEWER CONNECTION AT 411 SE 13TH STREET.

Committee Chair Bevans discussed the history of the project which involved a sewer connection due partially to a hole in the main sewer line. A partial payment was made by the owner of the property at that time but the property has since been sold.

Improvement 16-09 – Buffalo Hills Assessment Methodology – Informational

Per a request at the September 19, 2016 City Council meeting for further information related to assessment methodologies for the Buffalo Hills Project, a spreadsheet and illustration were attached to the Packet along with a memo from City Engineer Hulsether.

Committee Chair Bevans and Assistant City Engineer Sandy discussed cost and methodology options and some Council discussion was held.

Detachment/Annexation of BPU Property – No Action Taken – Informational

Committee Chair Bevans stated that it had been reported in the Brainerd Dispatch that the City of Baxter had come to a decision relating to the Detachment/Annexation of the BPU

property; however, the City of Brainerd has not received any communication from Baxter. He stated that, at this time, no action will be taken; that the issue will be set aside.

Unfinished Business

Public Hearing – Vacation of a Portion of Lakeview Lane – Held during Safety and Public Works Committee Report

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

Downtown Grant Agreement – Jennifer Bergman, HRA – Approve and Authorize Signatures as Indicated on the Grant Agreement with the State of Minnesota, the Administrative Contract with the Brainerd HRA and the Reuse of Program Income Policy; Further, to Approve the Rehab Policies and Procedures – Approved

The Chair recognized Ms. Jennifer Bergman, Executive Director of the Brainerd and Crow Wing County HRA. She briefly discussed the timeline leading to this stage of the SCDP Downtown Grant Agreement and summarized the requested action of the Council.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND KOEP, DULY CARRIED, TO 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 FOR THE SCDP DOWNTOWN GRANT AGREEMENT AS PRESENTED.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND KOEP, DULY CARRIED, TO APPROVE THE SCDP DOWNTOWN GRANT AGREEMENT “REHAB POLICIES AND PROCEDURES” AS PRESENTED.

Planning Commission

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 – Denied

City Planner Ostgarden reported that the Planning Commission had unanimously recommended denial at their September 21, 2016 meeting.

Findings-of-Fact:

1. The property is located in an (R-1) Single Family Residential District.
2. The parking lot is the block 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 ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO UPHOLD THE PLANNING COMMISSION RECOMMENDATION AND DENY THE VARIANCE REQUESTED BY ESSENTIA HEALTH/ST. JOSEPH'S MEDICAL CENTER RELATING TO THE SCREENING OF THE PARKING LOT.

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) – Denied

City Planner Ostgarden reported that a motion to deny the rezoning had failed on a 4/3 vote at the September 21, 2016 Planning Commission meeting and that no further recommendation had been made.

Findings-of-Fact:

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 (High Density Residential) 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.

MOVED AND SECONDED BY ALDERMEN BEVANS AND KOEP, DULY CARRIED, TO DENY THE REZONING REQUESTED BY MR. JOE HESS FOR HIS PROPERTY AT 310 N. 6TH STREET FROM R-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO R-3 (HIGH DENSITY RESIDENTIAL) DISTRICT.

Public Forum:

The Chair recognized Mr. John Erickson, 230 Chippewa, Brainerd, who stated that the print on the screen is not showing large enough print to read from the audience.

City Administrator Thoreen stated that this is the very first use of the screens and any input is appreciated.

Council Member Reports

Council Member Borkenhagen reported that he had attended the Senior Center ("The Center") annual meeting as Council Liaison. He stated that the center has been making many improvements to the building.

Council Member Hilgart reported on the joint meeting of the Safety and Public Works Committee and the Walkable Bikeable City Committee (WBCC), stating that a preview of proposals for a City plan was presented. She added that ideas for funding such as a "levy" used for the Senior Center and the Arboretum were also discussed.

Council Member Johnson reported that the Parks Department met last week. He stated that the juveniles that damaged trees on College Drive and in Kiwanis Park turned themselves in and have been charged and sentenced. He stated that at the HRA meeting last week it was announced that Lutheran Social Services is adding four to five homeless units in the area this fall.

Council Member Koep reported on the KRLS/Crosby library issues.

Mayor Menk stated that a candidate forum will be held Tuesday morning at The Lodge. He stated that Hockey House has now moved into the old Downtown Art and Frame Building and is hoping to open tomorrow morning.

Council President Scheeler asked City Planner Ostgarden for details on a request from a citizen for a Special Meeting to consider a CUP/Variance request. Council agreed to allow Mr. Ostgarden to work with the property owner and Council President or Mayor to set up the Special Meeting following the Planning Commission's October 19, 2016 meeting.

Council President Scheeler announced that there will be a Fire Department Open House at the Brainerd Fire Station, 23 Laurel Street, Brainerd, on Thursday, October 13, 2016 from 5:00 P.M. to 7:00 P.M. He stated that this week is "Power Week" at Brainerd Public Utilities and invited the public to stop in to the BPU office at 8027 Highland Scenic Road, Baxter for information, cookies and coffee.

Adjourn – To Closed Session Pursuant to M.S. 13D.03 for Labor Negotiation Strategy – 8:38 P.M. – Approved

The City Council reconvened into open session at 8:54 P.M. No action was taken following the closed session.

Adjourn

The Chair adjourned the meeting at 8:55 P.M.

James M. Thoreen
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
October 17, 2016
(2 New, 2 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
RIPPLINGER PLUMBING INC. 43794 COUNTY ROAD 9 HOLDINGFORD, MN 56340 16-0205	(320) 746-3070	PLUM	10/24/2016	12/31/2016	PC675877
LANDWERX LLC 16035 CARLSON LAKE RD BRAINERD, MN 56401 16-0206 (new)	(218) 831-3435	EXCA	9/21/2017	12/31/2016	
SIGN SOURCE, INC. 7660 QUATTRO DRIVE CHANHASSEN, MN 55317 16-0207 (new)	(952) 908-9101	SIGN	10/1/2017	12/1/2017	SB702158
G&L EXCAVATING 3734 CEDAR SCENIC ROAD N BAXTER, MN 56425 16-0208	(218) 839-0194	EXCA	10/7/2017	5/3/2017	L1059

City Administrator's Report

To City Council

October 11, 2016

MANAGEMENT TRAINING

Last Monday, 20 of our Department Heads and Supervisors took part in a training session with the intriguing title "Who Moved My Cheese?" Perhaps you are acquainted with this now-20-year-old very small volume which has international acclaim as a means of dealing with the only constant in our lives...Change. It is amusing, poignant, and quite simple in its approach to how an individual or an organization adapts to situations, people or events which "move our cheese", or as the book notes, "...cheese being a metaphor for what we want to have in life, whether it is a job, a relationship, money, freedom... Each of us has our own idea of what Cheese is and we pursue it because we believe it makes us happy. If we get it, we often become attached to it. And if we lose it, or it's taken away, it can be traumatic...the story represents where you spend your time looking for what you want. It can be in the organization you work in..."

The training session was led by Jim Mulder, retired Executive Director of the Association of Minnesota Counties (a certified "Cheese" presenter; yes, you must be certified to facilitate). Jim encountered a movement of cheese when he experienced technological challenges at the outset of the meeting which prevented him from placing his material on the screen with voice and illustrations. But he improvised very well.

One of the outcomes of the training will be on-going sessions by e-mail, periodic meetings of all who were trained, and my weekly reminder to all attendees to make sure they are checking on the "cheese" in their office, how well they are implementing the suggested tools to cope with change, and how they can relay this approach to the people they supervise. Stay tuned.

The Basic Elements: Change Happens. Anticipate Change. Monitor Change. Adapt to Change Quickly. Change. Enjoy Change. Be Ready to Change Quickly and Enjoy It Again and Again! (That doggone Cheese keeps moving!)

CONGRATULATIONS ANDY!

It is always a delight to work with award winners. As noted in the agenda for Monday, Andy Stone will be recognized for being chosen as the MPTA Management Innovation Award recipient for 2016. Every time a community leader from Brainerd is formally recognized, everybody wins. A state-wide organization which selects from its members people who make a difference in our residents' lives is a big deal. So I applaud Andy for this selection and know that he will continue to perform for our greatly important and essential transit service.

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Administrator's Report 10/17/16

LEAGUE OF MINNESOTA CITIES

Council Member Koep and I will offer a report of the LMC Regional Meeting held in Fergus Falls this past week. These sessions offer opportunities for great training from League staff, exchange of information from other cities who may experience some of the same challenges we encounter, and it gives me time to visit with Mary about the challenges of life, family and the future! I encourage all Council Members to join one of these opportunities in the future. We pay dues to the League, so I believe it serves us well to take part to the extent our schedules permit.

**BRainerd POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston 

DATE: 10-12-16

RE: Monthly Report



www.ci.brainerd.mn.us



On September 22nd, three agents from the Minnesota Department of Public Safety Alcohol & Gambling Enforcement Division met with us prior to conducting compliance checks at 12 different establishments in the city. They met with staff at the various facilities and reviewed liquor related requirements and records and also went over gambling rules and regulations. They reported back to us finding no signification violations and cooperation from all the owners and managers and expected that all the minor issues they found would be corrected.

New Police Officer

New Police Officer Patrick Campbell started his first day with the department on September 26th. Officer Campbell is from Duluth, a graduate of Duluth East High School and has an AA degree in Law Enforcement from Fond du Lac Community College. Patrick worked as a court house security officer for the St. Louis County Sheriff's Department in Duluth prior to joining our agency.

September Training

In-service training for the all officers in September included an update from the Crow Wing County Attorney's Office on changes in the new drug laws that went into effect August 1. There were significant changes in drug amounts and penalties and enhancements for drug cases.

We also had a presentation on **ACEs** (Adverse Childhood Experiences) and how they impact the overall health and development of our community. Officers learned about the brain science of the developing adolescent brain and the effects ACEs have.



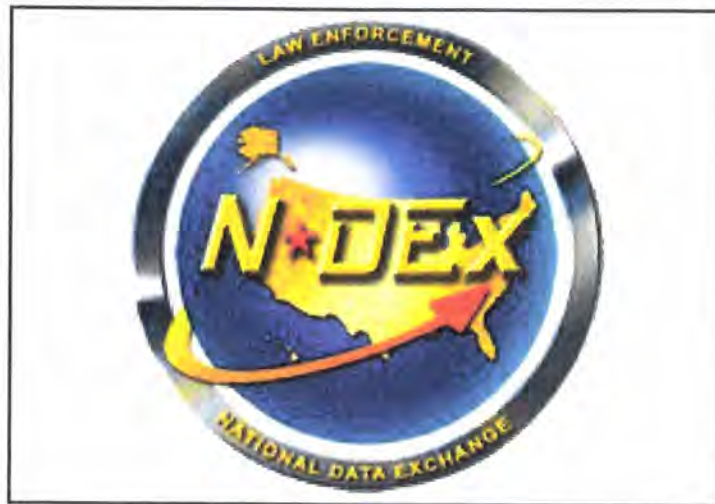
Understanding the effects as illustrated in the pyramid above, and then recognizing the counter effects of Building Resiliency in youth can over time impact the wellness of our community as a whole. We obviously deal with a significant portion of the population that requires police services as a consequence of these factors so recognizing opportunities to try to promote Resiliency concepts and resources can have long term positive effects on crime.

Our September in-service also included meeting with community partners at the Armory Reserve Center located on 10th Avenue in NE Brainerd. Staff toured the facility and discussed response and patrol strategies with the military staff at the facility.

Officer Tim Friis attended the Bomb Technician Investigators Region 3 In-Services Training September 19th-23rd in Springfield, Indiana. The training covered the Response to Tactical Casualty Care which teaches bomb techs the basic life-saving medical care interventions to administer until EMS services can safely enter a tactical scene. It also covered terrorist recruitment and current issues and threats that face us locally along with terrorist trends and possible future cautions. The training was concluded with case studies of recent events and the emergency responses involved.

Police Administrative Supervisor Julie McCullough and I attended the 2016 BCA Criminal Justice Information (CJI) Users Conference in St. Cloud on September 27th & 28th. This is the largest conference the BCA offers with over 700 criminal justice partners in attendance. Julie is our agency TAC(Terminal Agency Coordinator) which puts her in charge in our mandated federal reporting of annual data and our access to the CJI system. This involves not only our crime reporting data, but our use and access of the nationwide system of entering missing persons and stolen property, consequently this training is essentially mandatory for Julie to attend to keep us compliant with system requirements and use and help us to pass annual audits of system access and use.

I attended very timely topics that included an overview of the BCA's response and investigation of Officer Involved Shootings, Driver's License and Vehicle Records appropriate access and use, FBI new CJI Security Policies, Gun Permit Background Checks, and other information sharing mechanisms like the Minnesota Fusion Center and the FBI national law enforcement data exchange N-DEX.



Conduct on Premises Activity Report for September

ICR	Date Reported	Title	Address	Summary
16013305	09/29/16	Conduct on Premises	616 ½ Front Street	Conduct on Premises Notice Sent

Monthly Police Activity

September	2016	2015
Calls	1395	1617
Citations (Inc. Parking)	173	246
Part I and Part II Crimes Reported	261 **	342

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

38 parking tickets were issued in the month of September with the following dispositions:

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

Revenue Recapture Receipts:

To Date: \$ 27,959.46

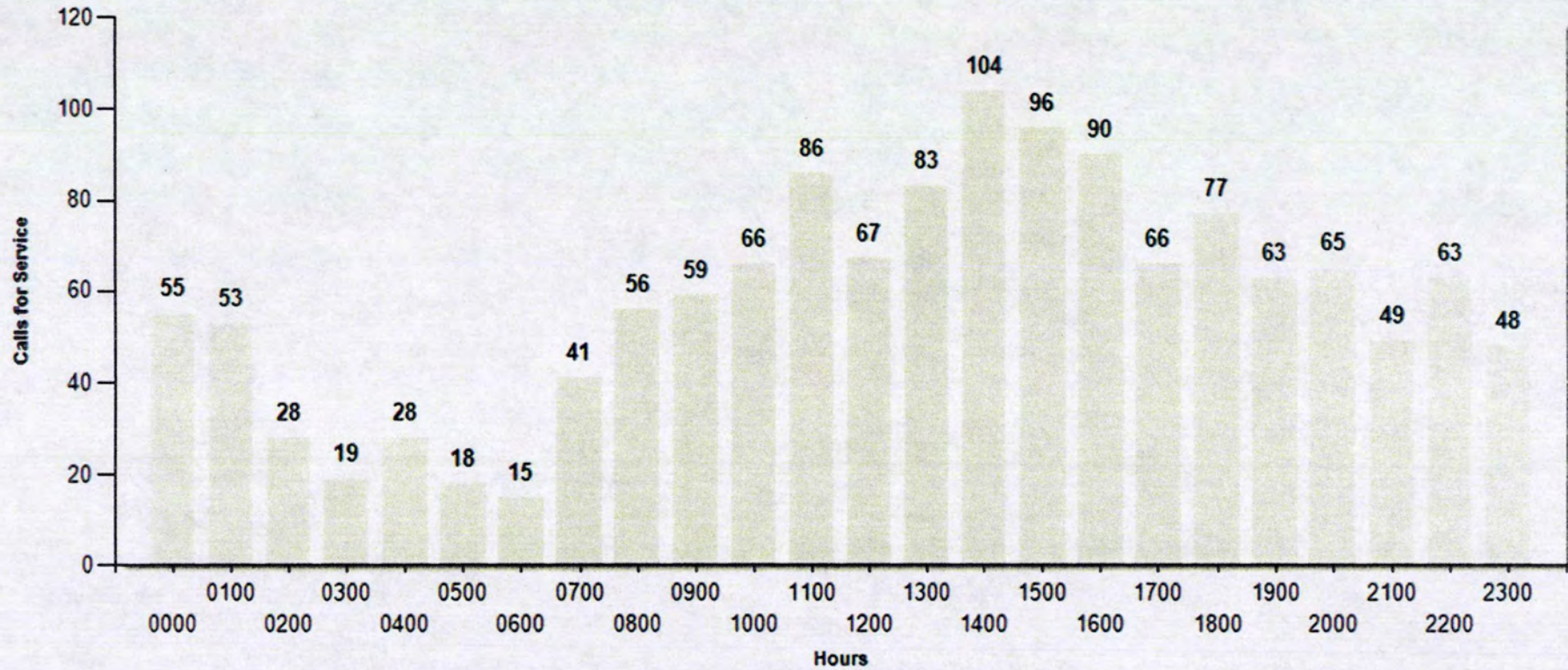
In 2016: \$ 4,817.65



Calls for Service Hourly

9/1/2016 to 9/30/2016

Total Calls: 1446



RESOLUTION

NO.

**RESOLUTION APPROVING MINNESOTA LAWFUL
GAMBLING PREMISE PERMIT**

WHEREAS, Heartland Animal Rescue Team (HART) has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at Baxter Liquor Mart, 105 Washington Street NE, Brainerd, MN 56401.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by Heartland Animal Rescue Team is hereby approved.

Adopted this ____ day of October, 2016

GARY SCHEELER
President of the Council

Approved this ____ day of October, 2016

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

RESOLUTION

NO.

**RESOLUTION APPROVING MINNESOTA LAWFUL
GAMBLING PREMISE PERMIT**

WHEREAS, American Legion Post #255 has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at 612 Station, 612 Front Street, Brainerd, MN 56401.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by American Legion Post #255 is hereby approved.

Adopted this ____ day of October, 2016

GARY SCHEELER
President of the Council

Approved this ____ day of October, 2016

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator



www.ci.brainerd.mn.us

MEMO

TO: Mayor and Council

FROM: City Administrator James Thoreen

DATE: October 6, 2016

RE: Resolution Accepting Donations & Contributions for 3rd Quarter 2016

Attached is a resolution accepting donations and contributions that have been made to the City of Brainerd for the period of July 1, 2016 through September 30, 2016. The City is very appreciative to all who have made these contributions. The funds from the donations and contributions will be used as requested by the donor.

A resolution needs to be adopted with a two-thirds vote of the Council. The item appears on the October 17, 2016 agenda.

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

\dj

RESOLUTION NO.

**RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
FROM JULY 1, 2016 THROUGH SEPTEMBER 30, 2016**

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

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

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

SEE ATTACHED LIST OF DONORS

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

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

Adopted this 18th day of October, 2016

GARY SCHEELER
President of the Council

Approved this 19th day of October, 2016

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

LEGIONVILLE DONATIONS

Organization Name	Donation
Township of Ft. Ripley	\$275.00
Total	\$275.00

MEMO

TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: October 3, 2016
SUBJECT: 2016 – 3rd Quarter Donations



www.ci.brainerd.mn.us

3rd Quarter donations for the Brainerd Fire Department are as follows:

- Senior Morning Club \$ 150.00 Donation

Brainerd Parks and Recreation

Contributions and Donations July-September 2016

Received From	Receipt Date	Type of Donation	Amount Received
Tepley and Sons Drywall LLC	07/06/16	Designated for Memorial Park field improvements	\$50.00
KLN Enterprises Inc	07/18/16	Designated for Miracle League facility	986.21
LaVonne Danzl	07/21/16	Designated for Gregory Park fountain	1,000.00
Viking Coca-Cola Bottling Co	07/26/16	Lil' Buckaroos T-Ball sponsor	250.00
Viking Coca-Cola Bottling Co	07/26/16	Contract contribution toward purchase of scoreboard	2,500.00
David Jones	07/29/16	Undesignated donation	100.00
John Van Essen	08/09/16	Memorial tree plaque	25.00
Sandra Every	08/24/16	Memorial bench	700.00
Sandra Every	08/24/16	Designated for Miracle League facility	188.81
Tiffany Horn	09/08/16	Designated for Memorial Park field improvements	60.00
Mark Hoge	09/08/16	Designated for Memorial Park field improvements	60.00
Donnie Jensen	09/09/16	Designated for Memorial Park field improvements	60.00
Troy Herron	09/09/16	Designated for Memorial Park field improvements	60.00
Paul Augustinack	09/12/16	Designated for Memorial Park field improvements	60.00
TOTAL			\$6,100.02



Brainerd City Council Agenda Request

56

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Royal Tire TIF Assignment

☐ 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):	Estimated Time Needed:
Summary of Issue: Royal Tire desires to collaterally assign the Pay-As-You-Go TIF note to Bremer. Per the Development Contract the City has with Royal Tire, Royal Tire is allowed to do so. The City needs to acknowledge the assignment by passing the attached resolution which both approves the assignment and authorizes the execution of Assignment of Development Agreement.	
Alternatives, Options, Effects on Others/Comments: Bond Counsel has drafted the resolution, and has reviewed and approved the Assignment of Development Agreement.	
Recommended Action/Motion: Approve the attach resolution which approved the assignment and authorizes the execution of the Assignment of Development Agreement.	
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

RESOLUTION NO. _____

**RESOLUTION APPROVING ASSIGNMENT OF
DEVELOPMENT AGREEMENT AND AUTHORIZING
EXECUTION OF AN ACKNOWLEDGEMENT TO THE
ASSIGNMENT**

WHEREAS, the City of Brainerd (the "City") has executed and entered into that certain Contract for Private Development dated as of June 15, 2015 (the "Contract") with DLP Investments, LLC ("Developer"); and

WHEREAS, the Developer has obtained a commitment for mortgage financing for the construction of the Minimum Improvements on the Development Property (as such terms are defined in the Contract) from Bremer Bank, National Association (the "Lender"); and

WHEREAS, the Lender has requested that pursuant to Section 7.2 of the Contract, (i) the Developer collaterally assign to the Lender its rights under the Contract, including its right, title to and interest in reimbursements from the City using tax increment, and (ii) the City acknowledge and consent to the Assignment, and to that end has prepared an Assignment of Development Agreement between the Lender and the Developer (the "Assignment") and an Acknowledgement, Consent and Agreement of the City (the "Acknowledgement"); and the City's Development Counsel has reviewed and approved the language of the proposed Assignment and Acknowledgement.

NOW, THEREFORE, be it resolved by the City Council of the City of Brainerd as follows:

1. The Mayor and City Administrator are hereby authorized to execute and deliver to the Lender the Acknowledgement in substantially the form attached as Exhibit A to this resolution, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Acknowledgement by such officials is conclusive evidence of their approval.

Adopted by the City of Brainerd this 17th day of October, 2016.

Mayor

ATTEST:

City Clerk

EXHIBIT A

ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement is made and entered into as of the ____ day of October, 2016, by and between DLP INVESTMENTS, LLC., a Minnesota limited liability company (the "Company"), and BREMER BANK, NATIONAL ASSOCIATION, a United States banking corporation (the "Lender").

RECITALS

A. The Company and the City of Brainerd (the "City") have entered into that certain Contract for Private Development dated June 15, 2015 (the "Contract"), providing for the improvement of the real property described therein (the "Project").

B. At the request of the Company, the Lender has agreed to extend certain financial accommodations to the Company for the Project pursuant to the terms of that certain Loan Agreement dated on or about the date of this Assignment (the "Loan Agreement"). In accordance with the Loan Agreement, the Company executed and delivered to the Lender that certain Promissory Note of even date with the Loan Agreement, in the original principal amount of \$888,000.00 (the "Note").

C. The obligations of the Company under the Note and Loan Agreement are secured by, in addition to a Mortgage encumbering the Project (the "Mortgage"), a Security Agreement of even date with the Loan Agreement securing all personal property of the Company (the "Security Agreement").

D. In order to further secure performance by the Company of its obligations under the Loan Agreement, the Company has agreed to make a collateral assignment to Lender of all of the Company's right, title and interest in and to the Contract, including without limitation all rights to reimbursements from the City using tax increment as provided in Section 7.2 of the Contract which such rights are evidenced by that certain Tax Increment Revenue Note Series 2016, dated April 17, 2016 issued by the City to the Company (the "TIF Note") in accordance with, among other things, Section 3.3 of the Contract (collectively, the "Reimbursements").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Collateral Assignment of Contract, Reimbursements.** As additional security for performance by the Company of its obligations under the Loan Agreement, the Company does hereby bargain, sell, assign and set over unto the Lender, for so long as any indebtedness pursuant to the Loan Agreement shall remain outstanding, all of the Company's right, title and interest in and to the Contract, including, but not limited to, Reimbursements now or hereafter

payable under the Contract and the TIF Note. This Assignment shall constitute a perfected, absolute and present assignment, provided that Lender shall have no right under this Assignment to enforce the provisions of said Contract until the occurrence of an Event of Default as defined in the Loan Agreement or under any related instrument, document or agreement, including without limitation the Note. Upon the occurrence of any such default, Lender may, without affecting any of its rights or remedies against Company under any other instrument, document or agreement, exercise its rights under this Assignment as Company's attorney-in-fact in any manner permitted by law, and in addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the Minnesota Uniform Commercial Code or otherwise provided by law. For purposes of exercising any available rights and remedies of a secured party, ten (10) days written notice shall constitute commercially reasonable notice where such is required by the Minnesota Uniform Commercial Code.

2. Collection and Payment. The Company hereby authorizes and directs the City to pay all Reimbursements directly to the Lender following City's receipt of written notice from the Lender that an Event of Default has occurred under the Loan Agreement. The City has no duty to verify the existence of said default(s) and shall rely upon Lender's notice alone to establish that an Event of Default has occurred enabling Lender to receive the Reimbursements directly from the City. The Lender may request and receive said Reimbursements without assuming performance of the Contract, it being understood by the parties that in any event Reimbursements shall only be payable by the City in accordance with the terms and conditions of the Contract. Unless and until the City receives said notice of default from the Lender, the City shall pay the Reimbursements to the Company in accordance with the terms of the Contract.

3. No Assumption of Liability by Lender. The Company agrees that the Lender does not assume any of the obligations or duties of the Company under or with respect to the Contract unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment effected by this Contract and to assume performance under the Contract. Furthermore, the Lender may, without assuming performance of the Contract, request and receive from the City all Reimbursements payable or which become payable under the Contract, in accordance with the following Section 4.

4. Continuing Authorization; Indemnification. The Company's authorization to the City contained in this Agreement, including Sections 2 and 3, above, is absolute and irrevocable. The Company hereby indemnifies and holds the City harmless from and against any claims or liabilities arising or purporting to arise from the City's performance of its obligations under this Assignment.

5. Cure of Events of Default. The Lender may at its absolute discretion, but shall not be required, to cure any default by the Company under the Contract. The Company hereby agrees that any monies advanced by the Lender in furtherance of any cure under the Contract shall be an additional amount secured by and payable under the Note and Mortgage given by the Company to the Lender.

6. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Assignment:

- a. Accuracy of Recitals. The recitals set forth at the beginning of this Assignment are deemed incorporated herein, and the parties hereto represent they are true and correct.
- b. Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.
- c. Amendments. This Assignment may not be amended or modified except in a writing executed by all parties hereto.
- d. Counterparts. It is understood and agreed that this Assignment may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Assignment, even though all of the parties hereto may not have executed the same counterpart of this Assignment.
- e. Choice of Law, Severability. This Assignment is made in the State of Minnesota and shall be construed in accordance with the laws thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Minnesota and is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Assignment.
- f. Time is of the Essence. Time is of the essence in the performance of this Assignment.
- g. Notices. All notices required to be given under this Assignment shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown below:

City: City of Brainerd
Attn: City Administrator
501 Laurel Street
Brainerd, MN 56401

Lender: Bremer Bank, National Association
Attn. Aaron Meester
1100 West St. Germain Street
St. Cloud, MN 56302-0847

Company: DLP Investments, LLC
3955 Roosevelt Rd.
St. Cloud, MN 56301

Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

- h. Amendments. This Assignment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- i. Successors and Assigns. This Assignment shall bind the Company, the Lender and the City and the successors and assigns of each.

IN WITNESS WHEREOF, the parties have executed this Assignment of Development Agreement as of the day and year first above written.

COMPANY:

DLP INVESTMENTS, LLC, a Minnesota limited liability company

By _____
Paul G. Duininck
Its Chief Manager

LENDER:

BREMER BANK, NATIONAL ASSOCIATION, a United States banking corporation

By _____
Aaron Meester
Its Vice President

ACKNOWLEDGMENT, CONSENT AND AGREEMENT OF CITY

The City of Brainerd (the "City"), hereby acknowledges the above Assignment of Development Agreement, consents to such assignment to the Lender, and agrees to be bound by the above Assignment and to comply with the Lender's instructions with respect to the payments of Reimbursements under the Contract. In particular, and without limiting the generality of the foregoing, the undersigned acknowledge and agree that: (i) the Company is not in default on the Development Agreement as of the effective date below, and (ii) the assignment effected by the above is approved by the City and is made in full compliance with the provisions of Section 7.2 of the Contract.

Without limiting the foregoing, the City hereby: (i) consents to the foregoing assignment of the Contract and Reimbursements by Company to Lender; (ii) agrees that the Lender does not assume any of the obligations or duties of the Company under or with respect to the Contract unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment effected by the Contract and to assume performance under the Contract; and (iii) agrees that, notwithstanding the foregoing, the Lender may, without assuming performance of the Contract, request and receive from the City all Reimbursements payable or which become payable under the Contract.

Upon learning of the occurrence of any Event of Default by the Company under the Contract, the City shall give the Company and the Lender notice thereof. The City shall accept any cure of a default by the Lender in accordance with the Contract as performance by the Company under the Contract; provided, however, that nothing in the foregoing Assignment of Development Agreement will extend the deadline for curing defaults or otherwise limit the City's rights to exercise its remedies as provided in the Contract.

IN WITNESS WHEREOF, the undersigned have caused this Acknowledgment, Consent and Agreement of City to be duly executed effective as of October __, 2016.

CITY OF BRAINERD

By: _____
Its Mayor

By: _____
Its City Administrator



Brainerd City Council Agenda Request

54

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Resolution to Recognize Brainerd/CWC Transit Director

☐ 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:
Presenter (Name & Title):	Estimated Time Needed: 3 minutes
Summary of Issue: The attached resolution speaks for itself. Our Public Transit Director, Andy Stone, is being recognized this very evening at the Minnesota Public Transit Association (MPTA) banquet in Rochester.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Adopt Resolution to Recognize Andy's accomplishments and his peer-selected award.	
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:	

RESOLUTION NO. ____

**IN RECOGNITION OF TRANSIT DIRECTOR ANDY STONE'S SELECTION
FOR THE MANAGEMENT INNOVATION AWARD FROM THE
MINNESOTA PUBLIC TRANSIT ASSOCIATION**

WHEREAS, the Minnesota Public Transit Association (MPTA) has selected Brainerd/Crow Wing Transit Director Andy Stone as the association's innovative leader for 2016, and;

WHEREAS, the individual selected for this recognition must meet the high standards of the MPTA to achieve increased ridership, lower costs and other measurable results; and

WHEREAS, under Andy's leadership the Brainerd/Crow Wing Public transit system has transformed into a 21st Century innovator with the implementation of RouteMatch, a technological tool which has saved time, energy, paper and countless hours of staff time; these innovations have provided benefit to ridership as well as to the City of Brainerd and Crow Wing County, specifically:

"...No-shows have been reduced by 50%...scheduling time has been reduced by 50%...more time available to staff for customer service...all of which have boosted rider confidence and an increase in ridership of 2% coupled with a significant decrease in consumer complaints..."

WHEREAS, his selection for this award speaks not only to the dedication and innovation which Andy brings to our community every day, it also serves as a role model for other public servants;

NOW THEREFORE BE IT RESOLVED that the Brainerd City Council and Mayor Ed Menk hereby congratulate Andy Stone as MPTA's Innovator for 2016; we offer our thanks and appreciation for his dedication, in honor of which the Mayor hereby declares Wednesday, October 19, 2016 as "Andy Stone Day in the City of Brainerd."

Adopted this ____ day of October, 2016

GARY SCHEELER
President of the Council

Approved this ____ day of October, 2016

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator



Brainerd City Council Agenda Request

SI

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Approval of 2017 NJPA Health Insurance Renewal Rates

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Kris Schubert	Department: Administration
Presenter (Name & Title): Kris Schubert, HR Coordinator	Estimated Time Needed: N/A
Summary of Issue: On 8/18/16, City and BPU representatives attended the NJPA annual meeting where we received our 2017 health insurance renewal rates with a 0% increase. To clarify, 0% is not a typo! NJPA representatives attended our 9/28/16 Employee Insurance Committee meeting where they presented our renewal information as well as discussed trends and utilization which is used to calculate the renewal. Attached are copies of the NJPA rate sheet detailing the 2017 monthly cost for our current insurance plans; a comparison of the 2017 vs. 2016 rates including the 2016 employee and employer contribution amounts as set by union contracts; and a copy of the 9/28/16 Employee Insurance Committee meeting minutes.	
Alternatives, Options, Effects on Others/Comments: Staff is continuing to monitor and make necessary adjustments to comply with the Affordable Care Act requirements. A looming issue is the Cadillac Tax which could result in a major penalty/excise tax that the City would have to pay if the premium thresholds are not changed. This tax/penalty is currently scheduled to be implemented in 2020.	
Recommended Action/Motion: Requested action at this time is approval of the 2017 health insurance rate renewal as submitted by NJPA.	
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>see explanation</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <u>Please Explain:</u> The insurance renewal rates/increase has already been incorporated into the 2017 proposed budget. The actual cost cannot be determined until after the 2017 open enrollment process is completed and employees elect their insurance plan options for 2017.	



0% Increase

Company Name: City of Brainerd
 Proposed Effective Date: 1/1/2017
 Contract Basis: 12/15 (Incurred January 1, 2017 through December 31, 2017 and paid through March 31, 2018)
 \$200,000 Specific Deductible per Member, Unlimited Lifetime Maximum
 Aggregate Attachment Point 110% of Expected Claims

	<u>Contracts</u>	<u>Rates</u>	<u>Monthly Projected Cost</u>
Specific Stop-Loss			
Employee	46	46.56	\$2,141.76
Family	61	122.40	\$7,466.40
Total	107		\$9,608.16
Aggregate Stop-Loss			
Employee	46	1.70	\$78.20
Family	61	4.56	\$278.16
Total	107		\$356.36
Administrative Fee			
Employee	46	19.13	\$879.98
Family	61	51.05	\$3,114.05
Total	107		\$3,994.03
Broker Services Fee			
Employee	46	5.00	\$230.00
Family	61	5.00	\$305.00
Total	107		\$535.00
Non-Compliance Risk Charge			
Employee	46	0.00	\$0.00
Family	61	0.00	\$0.00
Total	107		\$0.00
Total Fixed Costs			
Employee	46	72.39	\$3,329.94
Family	61	183.01	\$11,163.61
Total	107		\$14,493.55

*Fixed Costs will be billed monthly based on actual enrollment.

Claim Cost:

HealthPartners Open Access \$1000 Deductible Plan

	<u>Contracts</u>	<u>Expected Claims Rates</u>	<u>Fixed Costs</u>	<u>Total Rate</u>	<u>Monthly Projected Cost</u>
Employee	5	\$988.77	\$72.39	\$1,061.16	\$5,305.80
Family	5	\$1,545.83	\$183.01	\$1,728.84	\$8,644.20
					\$13,950.00

HealthPartners Empower \$2600 H.S.A. Plan

	<u>Contracts</u>	<u>Expected Claims Rates</u>	<u>Fixed Costs</u>	<u>Total Rate</u>	<u>Monthly Projected Cost</u>
Employee	41	\$882.97	\$72.39	\$955.36	\$39,169.84
Family	56	\$1,379.89	\$183.01	\$1,562.90	\$87,522.31
					\$126,692.16

Total Annual Expected Costs \$1000 Deductible Plan

\$167,400.00

Total Annual Expected Costs \$2600 H.S.A. Plan

\$1,520,305.90

Excess Risk Insurance Coverage is provided by HealthPartners Insurance Company.

Third Party Administrative Services provided by HealthPartners Administrators, Inc.

Quote will expire on: 1/1/2017

Quote is contingent upon review and approval of the Employer Questionnaire, Underwriting Requirements and Provisions and NJPA Board Approval.

2017 NJPA Health Insurance Plan Renewal Information
Plans as of October 1, 2016

CURRENT 2016 PREMIUM							
	\$2,600/\$5,200 HDHP*		\$1000 Deductible		Opt Out**	Other	
	Single	Family	Single	Family		IUOE	Teamsters
Total Mthly Prem	955.36	1,562.90	1,061.16	1,728.84	315.00	1,110.00	1,220.74
'ER Share	907.59	1,250.32	1,008.10	1,383.07	315.00	1,110.00	1,220.74
'EE Share	47.77	312.58	53.06	345.77	-	-	-

2017 PROPOSAL (Employee/Employer share based on negotiated split per 2016 union contracts)							
	\$2,600/\$5,200 HDHP*		\$1000 Deductible		Opt Out**	Other - 2017 Rates Unknown	
	Single	Family	Single	Family		IUOE	Teamsters
Total Mthly Prem	955.36	1,562.90	1,061.16	1,728.84	315.00	1,110.00	1,220.74
2017 Mo. Incr	-	-	-	-			
2017 Annual Incr	-	-	-	-			
% Increase	0.00%	0.00%	0.00%	0.00%			
'ER Share	907.59	1,250.32	1,008.10	1,383.07		1,110.00	1,220.74
Add'l HSA Contr.	142.50	178.13	-	-			
Total ER Share	1,050.09	1,428.45	1,008.10	1,383.07	315.00	1,110.00	1,220.74
2017 Mo. Incr	(0.00)	-	-	-			
2017 Annual Incr	(0.02)	-	-	-			
'EE Share	47.77	312.58	53.06	345.77	-	-	-
2017 Mo. Incr	-	-	-	-			
2017 Annual Incr	-	-	-	-			

2016 Employee Election Statistics:

	\$2,600/\$5,200 HDHP**		\$1000 Deductible		Opt Out	Other	TOTAL
	Single	Family	Single	Family			
City	13.00	23.00	-	3.00	12.00	20.00	71.00
BPU	17.00	21.00	3.00	1.00	6.00	-	48.00
HRA	5.00	9.00	-	-	-	-	14.00
COBRA, M&C, BPU Com	4.00	4.00	2.00	-	9.00	-	19.00
TOTALS	39.00	57.00	5.00	4.00	27.00	20.00	152.00
TOTAL %	63%		6%		18%	13%	

	HDHP	\$1000 Ded	Opt Out	Other
City	50.7%	4.2%	16.9%	28.2%
BPU	79.2%	8.3%	12.5%	0.0%
HRA	100.0%	0.0%	0.0%	0.0%

* The High Deductible Health Plans Total Mthly Prem amounts do not include the additional employer's HSA monthly contributions. In 2016, employees receive an additional \$142.50 and \$178.13 into their health savings account for single and family coverage respectively.

Please see the Total ER Share row for the total employer cost with this additional HSA contribution added.

** The Opt Out payment amount for Mayor, Council and BPU Commissioners is \$250 per month.

Employee Insurance Committee Meeting Notes

September 28, 2016

The September 28, 2016, Employee Insurance Committee meeting was called to order at 11:00a.m. by HR Coordinator Kris Schubert in the Police Department Training Room.

The following representatives were noted present: Elaine Kraemer (FD/Administrative Support); Sharon Jensen and Jana Pernula (Brainerd Public Utilities); Christine Carlson (HRA); Mark Levig (Hydro Dam); John Palcher (LELS/Police Officer); Paul Dooley (Teamsters/Police Sergeant); Tim Friis (LELS/Police Officer); City Administrator Jim Thoreen; HR Coordinator Kris Schubert; and Administration Dept Administrative Specialist Niki Torrence.

Presenters/guests for the meeting were Laura Dwyer (NJPA); Jon Ochs (Integrity Employee Benefits) and Nancy Peterson (Strong Insurance Inc).

Trends and Utilization: Laura Dwyer with NJPA explained rate information and highlighted changes from last year to this year. There is a 0% increase in our rates, which means that rates this year will look exactly the same as last year. The overall effect of that 0% increase can be seen in the Specific Stop-Loss that NJPA pays every month in order to mitigate their risk as a self-insured company. That monthly projected cost increased by 10.5% this year compared to last. The overall total fixed cost for both the \$1000 Deductible and the \$2600 HSA Plans make up 7-11% of the total monthly rates for Single and Family plans. The majority of our rate is Expected Claims Rates (ECR's) which go to pay for actual claims that are incurred throughout the year. The ECR's decreased a small amount this year. The overall effect of that decrease along with the increase in fixed costs translates to exactly the 0% increase in our total rate.

Laura explained the utilization information, noting the slight changes to benefits designs that are generally mandated by federal and/or state governments every year. In particular the one that affects our benefits plan is in regards to HSA contribution limits, which specifies that the annual contribution limit in 2017 for single policies increased to \$3,400 from \$3,350 for an individual. The family contribution limit stayed the same. Regarding expenditures over a two-year period, Laura drew attention to the \$725,684 decrease in claims from 2014-2015 compared to 2015-2016, which is a positive detail. She noted however that little of that decrease was due to pharmacy expenditures, and that specialty pharmacy costs are becoming a large category in claims and one they will continue to track.

2017 Health Insurance Premium Renewal rates: Laura explained the process of how rates are determined. HealthPartners uses the utilization information to project expected claims costs for the upcoming year. This information is then presented to NJPA and our rate is then figured out as part of a pool of 27 other groups. This includes other cities, school districts and counties. Primarily due to our utilization, our rate increase for this year was 0%. It should be noted that the 2017 health insurance trend is 6.5%.

NJPA Programs: As part of the NJPA group, the city has access to other programs at little to no cost. The Employee Assistance Program (EAP) was reviewed. Currently there is very low utilization of this employee benefit, and she emphasized the confidentiality of the program and how it can significantly reduce the employee's time spent going through different life processes. Brochures are available, and it was encouraged to have these in break room or other areas convenient for employees. NJPA also has Wellness Program grants that help fund the city's wellness activities. In particular this year the Benovate Health engagement program commenced, of which our city is the first to participate on the platform. The Benovate platform which is a downloadable computer or phone app allows employees, if they have our HealthPartner's insurance, to earn financial incentives and an opportunity to be included in a drawing for a free vacation day. If the employee is not covered by our HealthPartner's plan, they can still participate, but will only be eligible for the vacation day drawing.

Health Care Reform updates: ACA reporting was discussed. Kris Schubert thanked payroll staff for their dedication and hard work in creating successful reporting tools for the city, BPU and HRA to comply with 2015 ACA reporting requirements. Kris also explained that the Cadillac Tax has been delayed until 2020 (previously was 2018), and that depending on the outcome of the election, there may possibly be other changes that impact that tax penalty even further. Little is known other than we are already positioned to have to pay penalties for the Cadillac Tax, and that we need to keep it in mind going forward.

New Benefit Options: Jon Ochs with Integrity Employee Benefits presented the committee with new benefits options. The city already works with Integrity Employee Benefits for some of our benefits, but recently the market trend is to offer new group voluntary short-term disability, accident, critical illness as well as vision plans. Jon Ochs

Employee Insurance Committee Meeting Minutes

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briefly explained the Avēsis Vision Plan, Group Critical Illness Insurance, Group Accident Insurance, and Short Term Disability Plans. The Short Term Disability has the option to start at the 1st day of an accident and the 8th day of an illness. The employee can elect to max out at 60% of their regular rate of pay and backfill with available sick leave. The voluntary Avēsis Vision Plan is a materials-only vision plan which comes at a Pre-tax monthly cost to the employee. Most large vision retailers such as Wal-Mart and Costco are on the list of In-Network providers, and enrolled employees receive frame allowances up to \$150 every two years, and a \$130 allowance for contact lenses whether in- or out-of-network. Currently we do not offer any type of vision plan. This would be an additional benefit to our employees. Mr. Ochs noted that although we already offer short-term disability, accident, and critical illness to our employees, the newer plans are considered “group” plans and are usually at a lower group rate versus AFLAC and Colonial Life plans that are considered individual policies based on employee age/benefit elections.

Kris Schubert added that as HR Coordinator she has personally received several complaints regarding the service at AFLAC in regards to follow-through and time efficiency. There have also been complaints regarding the continuing broker changes at Colonial Life as well.

BenefitsConnect Software Program for Online Open Enrollment: Jon Ochs also presented the committee with a real-time view of Integrity Employee Benefits online enrollment software called BenefitsConnect. BenefitsConnect software allows employees to view their benefits online – at home or at work – and calculate and make changes to their benefits at any time. BenefitsConnect would also streamline our annual open enrollment by allowing employees to update their own information rather than making appointments with staff to help individuals make educated benefit options decisions.

Other: Input from committee members was to approve the proposed new benefits and online open enrollment process through Integrity Employee Benefits.

Respectfully submitted,

Niki Torrence

Administration Department Administrative Specialist

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

October 17, 2016
City Hall Conference Room
6:45 P.M.

1. Approval of Bills, Transfer of Funds & Payments to Contractors

General Fund to Public Safety Fund	\$30,000
General Fund to Park Fund	\$60,000
General Fund to Street & Sewer Fund	\$25,000
General Fund to Airport Fund	<u>\$12,960</u>
	\$127,960

Contractor	IMP #	Project	Amount	Total Retained
Northwoods Landscaping	10-03	Downtown Maint.	\$4,750	0
Oak Lawn Township	16-12	Red Pine/2 Mile Rd		
		Seal Coat - FINAL	\$12,494	0
S.E.H.	14-15	Arpt Util Ext thru 8/31	\$78,141	0
S.E.H.	14-15	Arpt Util Ext thru 9/30	\$76,066	0
Tom's Backhoe	14-15	Arpt Util Ext thru 9/30	\$1,329,047	\$69,950
WSN	16-06	San Sewer Block 46	\$473	0

2. Deferment of Assessments

3. Meal Reimbursement for Transit Coordinator

4. Discussion of Fund Balance Policy

5. 2016 Capital Projects Fund Update

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0001	SOLDO CONSULTING, P.C.					
		I-10/02/2016 - FINAL	101-49200-3430	MISCELLANEOUS 2016 COMPLAINT INVESTIGATION	073619	6,963.60
01-0071	FORUM COMMUNICATIONS CO					
		I-1780320	101-41910-3350	PRINTING/LEGA NOH REZONE 310 N 6TH ST R1 TO	073567	40.43
		I-1780320	101-41910-3350	PRINTING/LEGA NOH VAR ST. JOE'S MODIFY PARKI	073567	43.54
		I-1780320	101-49200-3350	LEGAL PUBLICA ORD 1457 CORRECTION RE TAXES	073567	46.65
		I-1780320	101-49200-3350	LEGAL PUBLICA NOH - VACATION LOTS 4&5 TERRA	073567	74.64
		I-1780320	101-49200-3350	LEGAL PUBLICA NOH 2016 NUISANCE ASSESSMENTS	073567	108.85
01-0086	CITY OF BRAINERD					
		I-TRANSFERS 10/16	101-49300-7720	TRANSFERS OUT OCTOBER TRANSFERS AIRPORT	073573	12,960.00
		I-TRANSFERS 10/16	101-49300-7720	TRANSFERS OUT OCTOBER TRANSFERS PUBLIC SAFE	073573	30,000.00
		I-TRANSFERS 10/16	101-49300-7720	TRANSFERS OUT OCTOBER TRANSFERS PARKS	073573	60,000.00
		I-TRANSFERS 10/16	101-49300-7720	TRANSFERS OUT OCTOBER TRANSFERS ST &SWR	073573	25,000.00
01-0204	HOLLCO INC					
		I-12320061/SEP 16	101-42400-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073588	60.35
		I-12320061/SEP 16	101-41940-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073588	43.74
01-0215	JANITORIAL SERVICES OF					
		I-414467	101-41940-3300	PROFESSIONAL SEPTEMBER CLEANING SERV	073591	589.70
01-0233	LEAGUE OF MN CITIES					
		I-244493	101-41400-3330	PROFESSIONAL '16 REGIONAL MEETING - THOREEN	073595	45.00
		I-244493	101-41110-3330	PROFESSIONAL '16 REGIONAL MEETING - KOEP	073595	45.00
01-0243	MARCO FINANCING					
		I-315072421	101-41800-3331	LEASE PAYMENT OCTOBER COPIER LEASE	073599	762.87
		I-315072421	101-41800-3331	LEASE PAYMENT 10/1/15-10/1/16 COPY OVERAGE	073599	898.71
01-0270	MN DEPT LABOR & INDUSTR					
		I-3RD QTR 2016	101-21800	SURCHARGE PAY BLDG PERMIT SURCHARGE 3RD	073604	1,730.29
01-0284	OFFICE SHOP					
		I-1013016-0	101-41400-2200	OFFICE SUPPLI HR FILE FOLDERS	073617	105.49
01-0296	BRAINERD PUBLIC UTILITI					
		I-SEPTEMBER 2016	101-41940-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	3,279.82
		I-SEPTEMBER 2016	101-49200-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	279.94
01-0325	THELEN HTG & RFG CO					
		I-2929	101-41940-2220	REPAIR & MAIN REPLACE BOARD 3RD FLOOR HEAT	073625	253.00
01-0344	WASTE PARTNERS INC					
		I-69X01111	101-41940-3300	PROFESSIONAL SEPTEMBER GARBAGE SERVICE	073630	70.24
01-0415	CAUGHEY, TIM					
		I-OCT 2016	101-42400-3330	PROFESSIONAL IPMC CONF LODGING	073570	148.51

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0447	CDW GOVERNMENT, INC	I-FJF2358	101-49200-3438	MISC SPECIAL COUNCIL CHAM BLACK BOX SPLITTE	073571	271.62
01-0900	CUB FOODS - BRAINERD	I-OCT 2016	101-41940-2210	OPERATING SUP FIRST AID SUPPLIES	073576	17.96
01-1432	INTEGRA TELECOM	I-14159323	101-41940-3321	TELEPHONE ELEV PHONE LINE 9/23-10/22	073590	48.86
01-1573	DELL MARKETING LP	I-XK1NMCJK3	101-49200-3438	MISC SPECIAL CHAMBERS AUDIO VIDEO DELL	073577	1,383.05
01-1859	ENTERPRISE FM TRUST	C-FBN3071867	101-41940-3331	LEASE PAYMENT 9/1/16-9/30/16 FUSION LEASE	073579	312.37
		I-FBN3103526	101-41940-3331	LEASE PAYMENT 10/1/16-10/31/16 FUSION LEASE	073579	312.37
01-2005	T-MOBILE	I-OCT 2016	101-41940-3321	TELEPHONE SEPT CHG GPS SATELLITE ACCESS	073624	33.83
01-2544	MN GIS/LIS CONSORTIUM	I-200002214	101-41800-3330	PROFESSIONAL '16 ANNUAL CONF STRONG	073607	275.00
01-2833	MN DEPT TRANSPORTATION	I-OCT 2016	101-41700-3350	PRINTING/LEGA MNDOT TRAFFIC CONTROL MANUAL	073605	191.50
01-2902	ADVANCE AUTO PARTS	I-6574628173754	101-42400-2220	REPAIR & MAIN THERMOSTAT (CHEV COLORADO)	073557	35.34
		I-6574628192979	101-42400-2220	REPAIR & MAIN AIR FILTER	073557	7.74
01-2924	VERIZON WIRELESS	I-9772513836	101-41940-3321	TELEPHONE GPS SATELLITE 9/24-10/23	073628	35.01
01-3343	ARROW MANAGEMENT	I-20798	101-42400-3405	NUISANCES 10/3 MOWING - 601 10TH ST S	073562	65.00
01-3389	CTC I.T.	I-4536	101-41800-3300	PROFESSIONAL 1 HOUR IT LABOR - SUPPORT	073575	120.00
			FUND 101 GENERAL FUND	TOTAL:		146,660.02

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 211 LIBRARY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
		I-SEPTEMBER 2016	211-45500-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	2,268.64
				FUND 211 LIBRARY FUND	TOTAL:	2,268.64

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 224 DUI FORFEITURE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2097	WATCHGUARD VIDEO					
		I-4REINV0005028	224-42150-5530	CAPITAL OUTLA SQD VIDEOS/CAMERAS	073632	21,080.00
				FUND 224 DUI FORFEITURE	TOTAL:	21,080.00

PACKET: 03816 10/17/16 COUNCIL
 VENDOR SET: 01
 FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-242178	225-42220-2210	OPERATING SUP DRILL BITS	073556	13.82
		I-242342	225-42120-2220	REPAIR & MAIN DISPLAY CASE LIGHT	073556	15.29
		I-242366	225-42120-2220	REPAIR & MAIN DISPLAY CASE LIGHTING REPAIR	073556	16.44
01-0199	HANNAHS, DONALD C. JR.					
		I-OCTOBER 2016	225-42700-3300	PROFESSIONAL OCTOBER 2016	073584	1,360.60
01-0200	HEARTLAND ANIMAL RESCUE					
		I-SEPTEMBER 2016	225-42700-3300	PROFESSIONAL SEPTEMBER 2016 MONTHLY FEE	073585	1,698.75
		I-SEPTEMBER 2016	225-42700-3430	MISCELLANEOUS SEPTEMBER 2016 BOARDING	073585	3,239.00
01-0201	HEARTLAND TIRE SERVICE					
		I-47491	225-42220-2220	REPAIR & MAIN L2 TIRE REPAIR	073586	80.76
01-0204	HOLLCO INC					
		C-12320039/SEP 16	225-42120-2212	MOTOR FUELS CREDIT FUEL TAX - POLICE DEPT	073588	1.46-
		I-12320052/SEP 16	225-42220-2212	MOTOR FUELS SEPTEMBER FUEL PURCHASES	073588	169.25
01-0227	LAKES PRINTING					
		I-00178758	225-42220-2200	OFFICE SUPPLI BFD ENVELOPES	073594	80.00
01-0232	LEAGUE MN CITIES INS TR					
		I-54422	225-42220-3362	INS - PROPERT CIVIL DEFENSE TOWER COVERAGE	073596	840.00
01-0253	MILLS AUTOMOTIVE GROUP					
		I-467251	225-42220-2220	REPAIR & MAIN E1 EEC DIAGNOSITC, THROTTLE SE	073603	574.76
01-0255	XTREME LAWN CARE LLC					
		I-486	225-42220-3300	PROFESSIONAL SEP STATION 1 LAWN CARE	073634	120.00
01-0273	NAPA AUTO PARTS					
		I-999277	225-42220-2210	OPERATING SUP TRUCK CLEANING SUPPLIES, FUSE	073609	37.29
01-0284	OFFICE SHOP					
		I-288076-0	225-42220-3331	LEASE PAYMENT JUL-SEP COPIER CHARGES	073617	53.79
01-0296	BRAINERD PUBLIC UTILITI					
		I-SEPTEMBER 2016	225-42120-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	3,836.01
		I-SEPTEMBER 2016	225-42220-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	1,597.28
01-0322	STREICHERS PROF EQUIP					
		I-I1228644	225-42120-1113	UNIFORM ALLOW 720PC - INITIAL ISSUE	073623	90.98
		I-I1229117	225-42131-2210	OPERATING SUP TRT EQUIPMENT	073623	333.93
		I-I1229583	225-42131-2210	OPERATING SUP TRT EQUIPMENT	073623	79.99
01-0344	WASTE PARTNERS INC					
		I-69X01110	225-42220-3430	MISCELLANEOUS SEP GARBAGE REMOVAL	073630	81.90
		I-69X01407	225-42120-3430	MISCELLANEOUS SEPTEMBER GARBAGE REMOVAL	073630	91.23

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0445	MN FIRE SERVICE CERTIFI	I-4437	225-42225-3330	PROFESSIONAL INVESTIGATOR CERT - POC	073606	265.00
01-0660	MCQUISTON, CORKY	I-TRAVREIM 10/16	225-42120-3330	PROFESSIONAL 701 - BCA CONF PARKING	073600	10.00
01-0736	NORTHLAND FIRE PROTECTI	I-23946	225-42120-2209	SAFETY EQUIPM RECHARGE FIRE EXTINGUISHERS	073614	472.90
01-0745	BATTERIES PLUS	C-035-317223	225-42120-2220	REPAIR & MAIN CREDIT INV. 035-317715	073563	13.93-
		I-035-317115	225-42120-2220	REPAIR & MAIN LIGHT BULBS	073563	19.90
		I-035-317326	225-42120-2210	OPERATING SUP WEAPON LIGHTS	073563	47.88
		I-035-317326	225-42120-2220	REPAIR & MAIN CREDIT INV. 035-317715	073563	5.97-
		I-035-317580	225-42120-2221	SQUAD CAR REP SQD 422 - BATTERY	073563	99.99
		I-035-317624	225-42120-2221	SQUAD CAR REP SQD 422 - BATTERY EXCHANGE	073563	129.51
01-1056	FRIIS, TIM	I-TRAVREIM 10/16	225-42124-3430	MISC-BOMB DIS 711 - IABTI REGION 3 MEAL REIM	073582	60.53
01-1343	CHARTER COMMUNICATIONS	I-10/01/16	225-42120-3380	UTILITIES BUSINESS TV 10/8-11/7	073572	28.37
		I-OCT 2016	225-42220-3380	UTILITIES STATION 1 TV 10/8-11/7	073572	7.34
01-1753	MARCO	I-INV3678775	225-42120-3309	COMPUTER TECH PRINTER MAINT CONTRACT	073598	38.02
01-1859	ENTERPRISE FM TRUST	C-FBN3071867	225-42220-3331	LEASE PAYMENT 9/1/16-9/30/16 UTILITY INTERC	073579	482.31
		C-FBN3071867	225-42220-3331	LEASE PAYMENT UTIL INTERCEPTOR SALES TAX REF	073579	2,069.75-
		I-FBN3103526	225-42220-3331	LEASE PAYMENT 10/1/16-10/31/16 UTILITY INTER	073579	482.31
01-1880	NATIONAL FIRE SAFETY CO	I-09292016	225-42220-3435	BOOKS & PAMPH PUBLIC EDUCATION MATERIALS	073610	207.00
01-1913	GRAND FORKS FIRE EQUIPM	I-18142	225-42220-2210	OPERATING SUP 2 SCENE LIGHTS	073583	1,170.00
01-2177	HOLIDAY CREDIT OFFICE	C-SEPTEMBER 2016	225-42120-2212	MOTOR FUELS CREDITS/REBATES SEPTEMBER 2016	073587	214.78-
		C-SEPTEMBER 2016	225-42220-2212	MOTOR FUELS CREDITS/REBATES SEPTEMBER 2016	073587	25.75-
		I-SEP 16 FD	225-42220-2212	MOTOR FUELS SEPTEMBER FUEL PURCHASES	073587	253.15
		I-SEP 16 PD	225-42120-2212	MOTOR FUELS SQUAD FUEL	073587	2,215.67
01-2364	BCG CONSULTING GROUP	I-100116_4	225-42120-3300	PROFESSIONAL SERGEANT ELIGIBILITY TESTING	073565	3,100.00
01-2365	NORTHERN FITNESS	I-SC16-231	225-42120-2210	OPERATING SUP TREADMILL REPAIR/WALKING BELT	073613	181.37

PACKET: 03816 10/17/16 COUNCIL
VENDOR SET: 01
FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2589	STAPLES ADVANTAGE					
		I-3315855844	225-42120-2200	OFFICE SUPPLI KEYBOARD & NOTEPADS	073620	37.20
01-2902	ADVANCE AUTO PARTS					
		I-6574627973681	225-42120-2221	SQUAD CAR REP SQD 404 - WIPERS	073557	47.98
01-3168	MOTORS-N-MORE					
		I-24585	225-42120-2221	SQUAD CAR REP SQD 442 - OIL CHANGE	073608	23.00
		I-24587	225-42120-2221	SQUAD CAR REP SQD 416 - OIL CHANGE	073608	23.00
		I-24589	225-42120-2221	SQUAD CAR REP SQD 924 - OIL CHANGE & BRAKES	073608	610.60
01-3199	FLEET ONE LLC					
		I-SEP 16 FD	225-42220-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073581	67.34
		I-SEP 16 PD	225-42120-2212	MOTOR FUELS SQUAD FUEL	073581	782.07
01-3202	INNOVATIVE OFFICE SOLUT					
		I-IN1342653	225-42120-2200	OFFICE SUPPLI COPY PAPER	073589	43.23
		I-IN1344488	225-42220-2200	OFFICE SUPPLI COPY PAPER, TONER, ADDING MACH	073589	60.87
		I-IN1344489	225-42220-2200	OFFICE SUPPLI PENS	073589	6.65
01-3420	BCA - MNJIS SECTION					
		I-358820	225-42120-3321	TELEPHONE CDJN CONNECT 3RD QTR	073564	390.00
				FUND 225 PUBLIC SAFETY FUND	TOTAL:	23,442.62

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 227 RECYCLING FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0278	NISSWA SANITATION					
		I-OCTOBER 2016	227-43230-3300	PROFESSIONAL OCTOBER 2016 RECYCLING	073611	1,578.36
01-0343	WASTE MANAGEMENT					
		I-OCTOBER 2016	227-43230-3300	PROFESSIONAL RECYCLING WASTE MANAGEMENT	073629	1,187.81
		I-OCTOBER 2016	227-43230-3300	PROFESSIONAL RECYCLING AAA DISPOSAL	073629	84.91
01-0344	WASTE PARTNERS INC					
		I-69X01113	227-43230-3428	USED OIL RECY SEP WASTE OIL TRASH REMOVAL	073630	54.99
		I-OCTOBER 2016	227-43230-3300	PROFESSIONAL OCTOBER 2016 RECYCLING	073630	1,464.82
01-1286	EAST SIDE OIL COMPANY					
		I-R64495	227-43230-3428	USED OIL RECY 10/5/16 FILTER & ANTI-FREEZE R	073578	150.00
01-3485	UNITED STATES TREASURY					
		I-OCTOBER 2016	227-43230-3300	PROFESSIONAL OCTOBER 2016 RECYCLING	073627	1,350.77
				FUND 227 RECYCLING FUND	TOTAL:	5,871.66

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 230 PARK & RECREATION FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
		I-SEPTEMBER 2016	230-45200-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	5,969.33
		I-SEPTEMBER 2016	230-45200-3380	UTILITIES 8/22-9/23 UTILITIES	073568	411.96
01-1859	ENTERPRISE FM TRUST					
		C-FBN3071867	230-45200-3331	LEASE PAYMENT 9/1/16-9/30/16 EQUINOX LEASE	073579	392.03
		C-FBN3071867	230-45200-3331	LEASE PAYMENT EQUINOX REFUND AUTO TRANSPORT	073579	100.00-
		I-FBN3103526	230-45200-3331	LEASE PAYMENT 10/1/16-10/31/16 EQUINOX LEASE	073579	392.03
01-2177	HOLIDAY CREDIT OFFICE					
		C-SEPTEMBER 2016	230-45200-2212	MOTOR FUELS CREDITS/REBATES SEPTEMBER 2016	073587	44.27-
		I-SEP 16 PK	230-45200-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073587	420.89
FUND 230 PARK & RECREATION FUND TOTAL:						7,441.97

PACKET: 03816 10/17/16 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-2200832668	235-43100-3430	MISCELLANEOUS COVERALLS AND MAT LAUNDRY SER	073560	65.31
01-0041	ANDERSON BROTHERS CONST	I-12929	235-43100-2220	REPAIR & MAIN 1.42 TONS HOT MIX	073561	92.30
01-0170	FASTENAL COMPANY	I-MNBAX199949	235-43100-2220	REPAIR & MAIN 100 SELF DRILLING SCREWS	073580	3.49
01-0204	HOLLCO INC	I-12320008/SEP 16	235-43100-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073588	361.96
01-0223	L & M STEEL	I-13511	235-43100-2220	REPAIR & MAIN HR FLAT STEEL	073593	3.47
01-0239	MACQUEEN EQUIPMENT INC	I-P01900	235-43100-2220	REPAIR & MAIN 66" STRIP BROOM	073597	321.75
01-0253	MILLS AUTOMOTIVE GROUP	I-255142	235-43100-2220	REPAIR & MAIN SWITCH	073603	63.33
01-0296	BRAINERD PUBLIC UTILITI	I-SEPTEMBER 2016	235-43100-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	20,342.04
01-0344	WASTE PARTNERS INC	I-69X01109	235-43100-3430	MISCELLANEOUS SEPTEMBER GARBAGE SERVICE	073630	81.90
01-0354	ZIEGLER, INC	I-PC190060321	235-43100-2220	REPAIR & MAIN 2 FILTER ASSEMBLIES	073635	25.06
01-0889	MENARDS - BAXTER	I-33331	235-43100-2220	REPAIR & MAIN 2 LED SHOPLIGHTS	073601	49.98
01-1859	ENTERPRISE FM TRUST	C-FBN3071867	235-43100-3331	LEASE PAYMENT 9/1/16-9/30/16 CHEV SILVERADO	073579	731.91
		I-FBN3103526	235-43100-3331	LEASE PAYMENT 10/1/16-10/31/16 CHEV SILVERAD	073579	731.91
01-2902	ADVANCE AUTO PARTS	C-6574622587517	235-43100-2220	REPAIR & MAIN CORE CREDIT BRAKE CALIPER	073557	105.00-
		C-6574623987835	235-43100-2240	SMALL TOOLS FAN CLUTCH TOOL KIT RETURNED	073557	71.68-
		I-6574622387440	235-43100-2240	SMALL TOOLS FAN CLUTCH TOOL KIT	073557	61.74
		I-6574622587507	235-43100-2220	REPAIR & MAIN BRAKE CALIPER WITH CORE	073557	106.34
		I-6574627073264	235-43100-2220	REPAIR & MAIN XTREME BLUE	073557	28.56
		I-6574627873611	235-43100-2220	REPAIR & MAIN AIR FILTER, OIL FILTER	073557	10.30
		I-6574628189012	235-43100-2220	REPAIR & MAIN BRAKE CLEANER, OIL FILTER	073557	32.03
01-3199	FLEET ONE LLC	I-SEP 16 ENG	235-43100-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073581	411.23

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 235 STREET & SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3394	MIDWEST MACHINERY CO					
		I-1352000	235-43100-2220	REPAIR & MAIN 2 OIL FILTERS	073602	11.92
				FUND	235 STREET & SEWER FUND	TOTAL: 23,359.85

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 236 PARKING LOT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
		I-SEPTEMBER 2016	236-43180-3381	BPU UTILITIES 8/22-9/23 UTILITIES	073568	36.00
				FUND 236 PARKING LOT FUND	TOTAL:	36.00

PAGE: 14

FUND : 237 SANITARY SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0204	HOLLCO INC					
		I-12320008/SEP 16	237-43190-2212	MOTOR FUELS	SEPTEMBER MOTOR FUELS	073588 172.64
01-0239	MACQUEEN EQUIPMENT INC					
		I-P01840	237-43190-2220	REPAIR & MAIN SWIVEL JOINT		073597 247.17
01-2902	ADVANCE AUTO PARTS					
		I-6574625788323	237-43190-2220	REPAIR & MAIN LUBE		073557 2.87
		I-6574625788327	237-43190-2220	REPAIR & MAIN LUBE		073557 5.74
01-3199	FLEET ONE LLC					
		I-SEP 16 ENG	237-43190-2212	MOTOR FUELS	SEPTEMBER MOTOR FUELS	073581 672.85
				FUND	237 SANITARY SEWER FUND	TOTAL: 1,101.27

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FUND : 250 HYDRANT RENT & EL CURRENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0086	CITY OF BRAINERD					
		I-SEP 16 ELEC	250-49042-3466	BPU COSTS DIS SEPTEMBER 2016 ELEC SALES	073573	64,337.84
				FUND 250 HYDRANT RENT & EL CURRENT	TOTAL:	64,337.84

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
		I-TAX OCT 16	251-49360-3467	REMIT LOCAL S LOCAL USE TAX REMITTANCE	073568	94,516.19
				FUND 251 LOCAL OPTION SALES TAX TOTAL:		94,516.19

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 295 EDA FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0220	KENNEDY & GRAVEN					
		I-133349	295-22800	OTHER LIABILI ROYAL TIRE TIF THRU 8/31/16	073592	95.00
				FUND 295 EDA FUND	TOTAL:	95.00

PAGE: 18

FUND : 400 CAPITAL PROJECTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0296	BRAINERD PUBLIC UTILITI					
		I-2016B - 2016	400-39310	GO BOND PROCE REMIT 2016B BOND PROCEEDS	073568	404,110.00
		I-2016B - 2016	400-49050-3300	PROFESSIONAL PROFESSIONAL SERV FOR 2016B BO	073568	8,017.00-
				FUND 400 CAPITAL PROJECTS FUND	TOTAL:	396,093.00

PACKET: 03816 10/17/16 COUNCIL

VENDOR SET: 01

FUND : 401 CONSTRUCTION FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-241927	401-49030-2210	OPERATING SUP SPADE, WONDER BAR	073556	35.98
01-0071	FORUM COMMUNICATIONS CO					
		I-1780320	401-41511-3350	LEGAL PUBLICA NOB O ST SAN & SWR INTERCEPTOR	073567	174.17
		I-1780320	401-41003-3350	LEGAL PUBLICA NOH 2016 DSSD ASSESSMENTS	073567	108.85
		I-1780320	401-41408-3350	LEGAL PUBLICA NOH IMP 14-08 ASSESSMENTS	073567	105.74
		I-1780320	401-41409-3350	LEGAL PUBLICA NOH IMP 14-09 ASSESSMENTS	073567	105.74
01-0204	HOLLCO INC					
		I-12320061/SEP 16	401-49030-2212	MOTOR FUELS SEPTEMBER MOTOR FUELS	073588	72.32
01-0317	SHORT ELLIOTT HENDRICKS					
		I-321086	401-41415-3300	PROFESSIONAL ARPT UTIL EXT THRU 8/31	073618	78,141.15
		I-322364	401-41415-3300	PROFESSIONAL ARPT UTIL EXT THRU 9/30	073618	76,065.79
01-0329	TOMS BACKHOE SERVICE IN					
		I-PAYAPP6/OCT 16	401-41415-5530	PYMTS TO CONT ARPT UTIL EXT THRU 9/30	073626	1,329,047.22
01-0344	WASTE PARTNERS INC					
		I-69X01112	401-41003-3300	PROFESSIONAL SEPTEMBER GARBAGE SERVICE	073630	164.97
01-0346	WIDSETH SMITH NOLTING					
		I-112720	401-41606-3300	PROFESSIONAL VIC APP/CONT PLAN THRU 9/17	073633	472.50
01-0444	OAK LAWN TOWNSHIP					
		I-OCT 2016 FINAL	401-41612-5530	PYMTS TO CONT SEAL COAT RED PINE & 2 MILE RD	073616	12,494.18
01-2063	NORTH STARWELL DRILLING					
		I-4071	401-41415-3300	PROFESSIONAL ARPT UTIL - WELL EVAL 11264 &	073612	775.00
01-3102	NORTHWOODS LANDSCAPING					
		I-SEPTEMBER 2016	401-41003-3300	PROFESSIONAL AUG & SEPT DOWNTOWN MAINT	073615	4,750.00
			FUND 401 CONSTRUCTION FUND	TOTAL:		1,502,513.61
				REPORT GRAND TOTAL:		2,357,989.20

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

MARY KOEP_____
DAVID PRITSCHET_____
GABE JOHNSON



Brainerd City Council Agenda Request

P4F
2
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Deferment of Assessments

☐ 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: City Engineer Hulsether	Department: Engineering
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 10 min
Summary of Issue: Five requests for deferment of assessments are included for review and approval at the Personnel and Finance Committee meeting.	
Alternatives, Options, Effects on Others/Comments: All applicants have met the financial guidelines, however, 4 applications for 3 properties (Luthjohn, Meyer and Haberle) have exceeded the \$100,000 market value of their homestead, which is one of the eligibility requirements set forth in Resolution No. 06:05 (attached). The original maximum market value for financial hardships when the program began was \$60,000. In 2005, the Council reviewed the eligibility criteria and adjusted the thresholds to reflect valuation increases in the market following a couple of years of approving exceptions to the criteria. The options for the Council on these three properties are to either approve the applications and direct staff to bring an amendment to the criteria back to the Council for consideration, or deny the application.	
Recommended Action/Motion: One of the applicants has met all of the financial guidelines as set forth by the Resolution and approval is recommended for that property. Staff is recommending that the Committee discuss the market value eligibility requirement and either approve those four applications and direct staff to bring back an amendment to the requirements, or deny the applications.	
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>	

RESOLUTION
NO. 06:05

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

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

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

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

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

1. That the City Council does endorse the principle of deferment of special assessments for citizens where the payment of said special assessments constitutes hardship.
2. The Council, in accordance therewith, may defer the payment of any special assessment on homestead property when payment of the assessment would create a hardship upon the property owner as defined herein.
3. The deferment may be granted upon an application by the owner on a form prescribed by the County Auditor supplemented by the City Administrator to establish the qualifications of the owner for said deferment. All deferments shall be subject to renewal each following year upon the filing of a similar application not later than August 15. The Council shall either grant or deny the deferment, and if it grants the deferment, the deferred assessment shall bear interest at the rate established in the Resolution adopting the assessment. If the Council grants the deferment, the City Administrator shall notify the County Auditor who shall, in accordance with Minnesota Statute 435.194, record a notice of the deferment with the County Recorder setting forth the amount of the assessment.
-  4. A hardship shall be deemed prima facie to exist when all of the following apply:

A. The applicant's spouse and family combines shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.

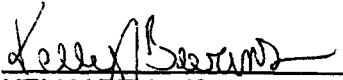
B. The special assessments to be deferred exceed \$300.00.

- C. The total assets of the applicant and spouse, exclusive of the homestead, do not exceed \$25,000.00.
- D. The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than \$100,000.

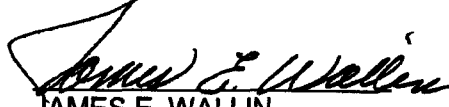
Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable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

- 5. Retirement by reason of permanent and total disability shall be deemed prima facie to exist when the applicant presents a sworn affidavit by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.
- 6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:
 - A. The death of the owner when there is no spouse who is eligible for deferment;
 - B. The sale, transfer, or subdivision of all or any part of the property;
 - C. Loss of homestead status on the property;
 - D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
 - E. Failure to file a renewal application with the time prescribed by Paragraph 3.
- 7. This Resolution supersedes Resolution No. 25:99 adopted on June 21, 1999.

Adopted this 22nd day of February, 2005.


KELLY BEVANS
President of the Council

Approved this 23rd day of February, 2005.


JAMES E. WALLIN
Mayor

ATTEST:


DANIEL J. YOGT
City Administrator

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS -RESOLUTION. NO. 06:05.

TO: Jim Thoreen, City Administrator/Clerk-Treasurer, City of Brainerd, Minnesota

NAME Denise Luthjohn ADDRESS 1402 13 th Ave NE Brainerd, MN 56401	I am (check one) ☐ At least 65 years of age ☐ Retired by virtue of a total or permanent disability ☒ Financial hardship exists
R.E. CODE OF PROPERTY: 091210000040009	
LEGAL DESCRIPTION OF PROPERTY: Lot 4, Doran's Addition to the City of Brainerd	

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$100,000.

That my interest in the ownership of the above property was acquired on June 14, 1992, and is as follows (check one):

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

That on January 2, 2013, I owned and occupied the above property as my homestead and such occupancy began on June 14, 1992.

That the taxes for improvements on the special assessments adopted by Resolution No. 49:13 on October 21, 2013, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2017. (NOTE: Application for deferment shall be made each year.)

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

Signed Denise Luthjohn
Owner

I, Jim Thoreen, City Administrator/Clerk Treasurer of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Denise Luthjohn, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2016, in said City Council Chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$312.50 and interest, which is based on the unpaid principal balance payable in the year 2017 should be so deferred with interest at the annual rate of 5%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____, 2016

City Administrator/Clerk-Treasurer

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS -RESOLUTION. NO. 06:05.

TO: Jim Thoreen, City Administrator/Clerk-Treasurer, City of Brainerd, Minnesota

NAME Valarie Meyer ADDRESS 1016 Broadway St Brainerd, MN 56401	I am (check one) ☐ At least 65 years of age ☐ Retired by virtue of a total or permanent disability ☒ Financial hardship exists
R.E. CODE OF PROPERTY: 091860010070009	
LEGAL DESCRIPTION OF PROPERTY: Lot 7 Block 1, Subject to an Easement of Record, South Haven Addn to the City of Brainerd	

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$100,000.

That my interest in the ownership of the above property was acquired on December, 2006, and is as follows (check one):

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

That on January 2, 2009, I owned and occupied the above property as my homestead and such occupancy began on December, 2006.

That the taxes for improvements on the special assessments adopted by Resolution No. 63:09 on November 2, 2009, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2017. (NOTE: Application for deferment shall be made each year.)

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

Signed Valarie Meyer
Owner

I, Jim Thoreen, City Administrator/Clerk Treasurer of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Valarie Meyer, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2016, in said City Council Chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$296.10 and interest, which is based on the unpaid principal balance payable in the year 2017 should be so deferred with interest at the annual rate of 5%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2016

City Administrator/Clerk-Treasurer

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS -RESOLUTION. NO. 06:05.

TO: Jim Thoreen, City Administrator/Clerk-Treasurer, City of Brainerd, Minnesota

NAME Tamara Haberle ADDRESS 318 3 rd Ave NE Brainerd, MN 56401	I am (check one) At least 65 years of age Retired by virtue of a total or permanent disability ☒ Financial hardship exists
R.E. CODE OF PROPERTY: 091220100110009	
LEGAL DESCRIPTION OF PROPERTY: Lot 11 Block 10, East Brainerd	

I, the undersigned, declare under penalties of perjury:

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

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

That my total assets do not exceed \$25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$100,000.

That my interest in the ownership of the above property was acquired in November 1994 and is as follows (check one):

- ☒ Sole ownership
☐ Joint tenancy
☐ Other (specify)

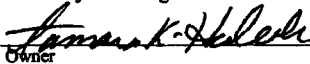
That on January 1, 2010 I owned and occupied the above property as my homestead and such occupancy began in November 1994.

That the taxes for improvements on the special assessments adopted by Resolution No. 51:10 on October 18, 2010 by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2017. (NOTE: Application for deferment shall be made each year.)

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

Signed

Owner



I, Jim Thoreen, City Administrator/Clerk Treasurer of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Tamara Haberle, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2016, in said City Council Chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$201.55 and interest, which is based on the unpaid principal balance payable in the year 2017 should be so deferred with interest at the annual rate of 3.57%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2016

City Administrator/Clerk-Treasurer

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS -RESOLUTION. NO. 06:05.

TO: Jim Thoreen, City Administrator/Clerk-Treasurer, City of Brainerd, Minnesota

NAME Tamara Haberle	I am (check one)
ADDRESS 318 3 rd Ave NE Brainerd, MN 56401	At least 65 years of age Retired by virtue of a total or permanent disability ☒ Financial hardship exists
R.E. CODE OF PROPERTY: '091220100110009	
LEGAL DESCRIPTION OF PROPERTY: Lot 11 Block 10, East Brainerd	

I, the undersigned, declare under penalties of perjury:

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

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

That my total assets do not exceed \$25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$100,000.

That my interest in the ownership of the above property was acquired in November 1994 and is as follows (check one):

- ☒ Sole ownership
☐ Joint tenancy
☐ Other (specify)

That on August 8, 2008 I owned and occupied the above property as my homestead and such occupancy began in November 1994.

That the taxes for improvements on the special assessments adopted by Resolution No. 89:02 on October 21, 2002 by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2017. (NOTE: Application for deferment shall be made each year.)

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

Signed

Owner



I, Jim Thoreen, City Administrator/Clerk Treasurer of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Tamara Haberle, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2016, in said City Council Chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$262.20 and interest, which is based on the unpaid principal balance payable in the year 2017 should be so deferred with interest at the annual rate of 6%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2016

City Administrator/Clerk-Treasurer

DEFERRED ASSESSMENTS

CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO 06:05.

TO: City Administrator/Clerk-Treasurer, City of Brainerd, Minnesota

NAME Margaret O'Rourke ADDRESS 928 10 th Avenue NE Brainerd, MN 56401	I am (check one) ☐ At least 65 years of age ☒ Retired by virtue of a total or permanent disability ☐ Financial hardship exists
R.E. CODE OF PROPERTY: 091680010020009	
LEGAL DESCRIPTION OF PROPERTY: Lot 2 Block 1, Sabin's Addn to the City of Brainerd	

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$100,000.

That my interest in the ownership of the above property was acquired on January 1, 2012, and is as follows (check one):

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

That on January 2, 2014, I owned and occupied the above property as my homestead and such occupancy began on January 1, 2012.

That the taxes for improvements on the special assessments adopted by Resolution No. 57:14 on October 20, 2014, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2017. (NOTE: Application for deferment shall be made each year.)

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

Signed Margaret O'Rourke
Owner

I, Jim Thoreen, City Administrator/Clerk Treasurer of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Margaret O'Rourke, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2016, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$329.00 and interest, which is based on the unpaid principal balance payable in the year 2017 should be so deferred with interest at the annual rate of 5%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2016

City Administrator/Clerk-Treasurer



Brainerd City Council Agenda Request

P4F
3
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Meal Reimbursement - Andy Stone

☐ 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: Andy Stone	Department: Transit
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 5 minutes
Summary of Issue: As described in the attached memo, Andy Stone attended the Route Match users conference in Atlanta Georgia. The conference provided all meals with the exception of dinner on October 5th. As stated in the memo, Andy's options for meals were limited and he ordered the least expensive diner on the menu.	
Alternatives, Options, Effects on Others/Comments: The Council authorized a total local share of \$350.00 for the out of state travel. The actual local cost share is \$234.98 which would increase by \$2.25 if the request is approved.	
Recommended Action/Motion: I am recommending that the council approve the request from Andy and allow the additional \$15.00 of dinner expense.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 2.25 Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



www.ci.brainerd.mn.us

TO: Jeff Hulsether, City Engineer
FROM: Andy Stone, Transit Coordinator
DATE: October 12, 2016
RE: Reimbursement for Meal Overage

The City of Brainerd's Employee Policy Manual, Section 19 subd 1., states:

The City Administrator may authorize travel at City expense necessary for the effective conduct of City business. Such authorization shall be granted prior to incurring the actual expenses and shall be subject to the availability of funds. Expenses will be reimbursed as follows:

4) Meals. Actual meal cost, not to exceed \$32.50 per day. If any employee is out of town during his or her regular working hours, the following guidelines will be used for breakfast, lunch and dinner reimbursements. The evening meal will be allowed only if staying overnight unless an evening meeting is attended by the employee.

Breakfast: \$7.50
Lunch: \$10.00
Dinner: \$15.00

According to the U.S. General Services Administration (which I have attached), the Per Diem Rate for Atlanta, Georgia from October 2016 – September 2017 is \$69 per day, which includes a breakfast rate of \$16, lunch \$17 and dinner \$31.

On June 20, 2016, the City Council approved out-of-state travel to attend the 2016 Routematch Users Conference in Atlanta, Georgia, in which, the costs would be paid from the transit training budget. In order to effectively stay within the budget, I did not get a rental car. Instead I took public transportation to the hotel; therefore not paying a daily parking fee, rental car or fuel expenses. As a result, I was limited to the surrounding area for meals.

Below are the listed amounts I spent per day:

Date	10/03	10/04	10/05	10/06	10/07	10/08	TOTAL OVERAGE
Breakfast	-	-	-	-	-	-	\$ -
Lunch	-	-	-	-	-	-	\$ -
Dinner	-	-	\$ 30.00	-	-	-	\$ 30.00
							\$ 15.00

I am requesting that the out of state travel and limited access be considered when being reimbursed for meal costs. Please approve the overage of \$15.00 for meal reimbursements above the Employee Policy Guidelines.

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

\dj

City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 218-828-2307

FY 2017 Per Diem Rates for Atlanta Georgia

(October 2016 - September 2017)

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

The following rates apply for Atlanta Georgia

Primary Destination (1, 2)	County (3, 4)	Max lodging by Month (excluding taxes)												M&IE (5)
		2016			2017									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Atlanta	Fulton / Dekalb / Cobb	\$140	\$140	\$140	\$148	\$148	\$148	\$148	\$140	\$140	\$140	\$140	\$140	\$69

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.



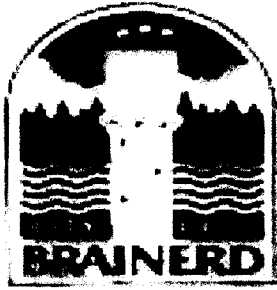
Brainerd City Council Agenda Request

P & F 4
Agenda Item #

Requested Meeting Date: October 17, 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) ☐ 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: 10 minutes
Summary of Issue: At the October 3, 2016 council meeting there was discussion about updating the City's Fund Balance Policy so that in any given year, when the revenues exceed expenditures in the Working Funds (General, Public Safety, Parks and Street & Sewer), a certain percentage of the amount would be allocated to the Capital Fund (400).	
Alternatives, Options, Effects on Others/Comments: Attached is the current fund balance policy with recommended changes noted in red and highlighted in yellow. The first change is a clarification and is the current practice. The second change is suggested language subject to council discussion.	
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

L 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	<i>Reserved</i> Non-spendable	<i>Not available for appropriation</i> 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)	
	<i>Unreserved</i> Spendable	<i>Designated</i> Restricted	<i>Available for appropriation but intended for a specific use.</i> Constraints on spending that are legally enforceable by outside parties.
		<i>Designated</i> Committed	Constraints on spending that the government imposes upon itself by high- level formal action prior to the close of the period.
		<i>Undesignated</i> Assigned	<i>Available for appropriation.</i> 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 Working Fund current year (as amended by Council Action XX/XX/XX)* 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.

If revenues exceed expenditures in excess of budget in the Working Funds for any given year, XX% should be transferred to the general Capital Fund (400) (as amended by Council Action XX/XX/XX).

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

Amended by the Brainerd City Council on this ____ day of _____, ____

James M. Thoreen
City Administrator



Brainerd City Council Agenda Request

P&F
5

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: 2016 Capital Projects Fund Update

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 minutes
Summary of Issue: Following is an update of the Capital Projects fund as of October 13, 2016.	
Alternatives, Options, Effects on Others/Comments: It is estimated that we will be approximately \$25,865 under project costs for the year and we will have a cash balance of about \$517,000 at the end of the year.	
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>	

2016 Capital Fund Expenditures
As of October 13, 2016

Item	Funding Source			Total Budget	Actual Cost Paid to Date	Difference
	Taxes	Bonding	Other			
Fire Engine *	\$ -	\$ 430,000	\$ 100,000	\$ 530,000	\$ 210,000	\$ 320,000
Dump Truck ^	-	240,000	14,000	254,000	236,093	17,907
Desk - Engineering Office	2,000	-	-	2,000	2,156	(156)
Comprehensive Plan	5,000	-	-	5,000	5,000	-
Scanner Replacement	5,000	-	-	5,000	5,740	(740)
E-mail Archiving	2,500	-	-	2,500	2,566	(66)
Back Up Storage Server	4,500	-	-	4,500	4,464	36
3 Mobile Tablets (Inspectors) #	3,000	-	-	3,000	2,891	109
HVAC	70,000	-	-	70,000	50,720	19,280
1 Marked Squad ^^^	50,000	-	-	50,000	41,151	8,849
Hockey Rinks	8,000	-	-	8,000	1,420	6,580
Conference Room Chairs	-	-	-	-	3,960	(3,960)
Memorial Park Restrooms **	-	-	118,206	118,206	123,600	(5,394)
Total	\$ 150,000	\$ 670,000	\$ 232,206	\$ 1,052,206	\$ 689,760	\$ 362,445

Current Cash Balance as of 9/30/16 \$ 1,213,377

Less: BPU's Bond Proceeds (396,093)
 Estimated Fire Truck Payment (320,000)
 Hockey Rinks (6,580)
 Pavilion Roof (10,000)

Add: Estimated December Tax Settlement 37,000

Estimated Cash Balance as of 12/31/16 \$ 517,704

* Final payment has not been made. The \$100,000 was transferred from the Fire Capital Fund as budgeted.

^ The \$14,000 was the proceeds received from the sale of the retired dump truck.

Only 2 were purchases with the funding that was allocated.

^^ Two squads were have been purchased in 2016. One was purchased out of the Public Safety fund as the dollars were allocated for the squad in 2015 (insurance proceeds).

*** At the 12/7/15 council meeting, the Council allocated \$60,000 to start work on the restrooms (fund balance/Insurance Fund money transfer). At the 2/16/16 council meeting, when the bid was approved, an additional \$46,205.75 was approved. \$12,000 was transferred from the Park Dedication fund to help pay for the project.

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

October 17, 2016
7:00 P.M.
City Council Chambers

1. Event/Street Closure Request – St. Francis Marathon
2. NW 4th Street Traffic Study
3. Improvement 14-15 – Airport Utility Extension – Request for Services Agreement Amendment
4. Improvement 14-15 – Airport Utility Extension – Status of Private Wells



Brainerd City Council Agenda Request

SPW
I
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Event/ Street Closure Request - St. Francis Marathon

☐ 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: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 5 minutes
Summary of Issue: Attached is an application for the annual St. Francis School Marathon which is scheduled for Wednesday, October 19, between the hours of 9:00 a.m. and 1:00 p.m.	
Alternatives, Options, Effects on Others/Comments: The application has been distributed to all city Departments for review and there have been no recommended conditions of approval. This is about the tenth year of this event and we have not experienced any problems or issues.	
Recommended Action/Motion: Staff is recommending that the Council approve the application for the event and street closure	
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>	

Application for a Street Closure, Special Event and Festival Permit

PART I: GENERAL INFORMATION

Name of the event: Saint Francis Catholic School Marathon

Date(s) of the event: Wednesday October 19, 2016

Time of event (setup to breakdown): 9:00 a.m. - 1:00 p.m.

Location: blocks of 9th, Juniper, 10th, Kingwood

Estimated number of attendees: 200 students Kindergarten - 5th

Organizer Information

Organizer's name (Please print): Deb Euteneuer

Organizer's address: 817 Juniper Street

Event contact person: Deb Euteneuer Deb Euteneuer

Event contact daytime phone number: (h) _____ (w) ²¹⁸⁻⁸²⁹⁻²³⁴⁴ _____ (c) _____

Event contact persons e-mail address: Deb.Euteneuer@sf-school.org

Contact name and phone number to be used on the day of the event:

(h) _____ (w) ²¹⁸⁻⁸²⁹⁻²³⁴⁴ _____ (c) _____

For Profit/Nonprofit status (type): School

Applicant Information, if different from the event organizer:

Applicant name (Please print): Maria Prozinski

Applicant address: 817 Juniper Street

Applicant's telephone number (h) _____ (w) ²¹⁸⁻⁸²⁹⁻²³⁴⁴ _____ (c) _____

Event contact e-mail address: mprozinski@blccnorth.org

Description of Activities

Brief description of the activities planned during the event: Students will be riding bikes and walking

If a parade, please describe the proposed route with the assembly and dispersal locations and attach a map: _____

Site Information

Electrical usage?

Yes ☐ No ☒

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

Amplified sound?

Yes ☐ No ☒

Description of any recording and sound amplification equipment to be used in your event and the times: _____

Restrooms provided?

Yes ☒ No ☐ How many? _____

A ratio of 1 restroom for every 100-150 people is recommended.

Company contracted for restrooms: we have bathrooms in the school

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

Sign, banners, and posters/flyers?

Yes ☐ No ☒

Locations and descriptions: _____

Trash Disposal?

Yes ☐ No ☒

Company contracted for trash disposal: _____

Event Layout and Street Site Map

Yes ☒ No ☐

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

Area Notification

Please describe your plans to notify property owners, tenants, and/or businesses within 300 feet of the event or festival site prior to City Council meeting.

We will distribute flyers to residents in the neighborhood.

PART II: STREET CLOSURE REQUEST

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

Throughout all events, businesses should be reasonably accessible to the general public. If a business's entrance is blocked by the event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access. If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the road of the proposed closure. All street closures must be approved by City Council.

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

Block consisting of 9th and Juniper to 10th and Juniper, down to 10th and Kingwood back up to 9th and Juniper

Time and date for beginning of street closures: 9:00 a.m.

Time and date for reopening of streets: 1:00 p.m.

Please describe your plans to notify property owners, tenants, and/or businesses along the affected route of the proposed street closure within 300 feet prior to City Council meeting. The City will supply you with a Notice of Hearing flyer to use in notification that lists the necessary information.

We will distribute flyers to residents who live the area

Failure to notify property owners and tenants in street closure areas will result in revocation of street closure permit.

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

Fortunately there are alleys in this area that will provide access. Overall the residents have been extremely supportive of this event.

PART III: CONTACTS, PERMITS, AND FEES CHECKLIST

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

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

Contact Information:

Administrator's Office:	(218) 828-2307 E-MAIL admin@ci.brainerd.mn.us
Engineering Department:	(218) 828-2309 E-MAIL engineer@ci.brainerd.mn.us
Commissioner of Revenue:	(651) 282-5225 E-MAIL www.taxes.state.mn.us
Parks and Rec. Department:	(218) 828-2320 E-MAIL parks@ci.brainerd.mn.us
Planning Department:	(218) 828-2309 E-MAIL planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 E-MAIL police@ci.brainerd.mn.us
MN Department of Health	(320) 223-7300 E-Mail www.health.state.mn.us
MNDOT – Baxter Office	(218) 828-5700 E-Mail www.dot.state.mn.us

PART IV: HOLD HARMLESS AGREEMENT AND INSURANCE INFORMATION

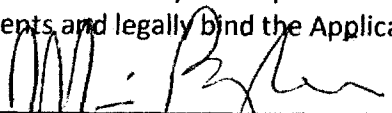
The applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

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

PART V: SIGNATURE OF EVENT APPLICANT

I attest that the above information is true and accurate and I have signed this application on behalf of the Applicant. I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of the Event Applicant

Maria Prozinski

PRINT NAME

Development Director

Event Applicant Title

October 4, 2016

Date submitted to the City

PART VI: FOR OFFICIAL USE ONLY

Departmental Sign-Offs Required

	Approval Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Depart.	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks and Recreation	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Certification of Street Closure Approval

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

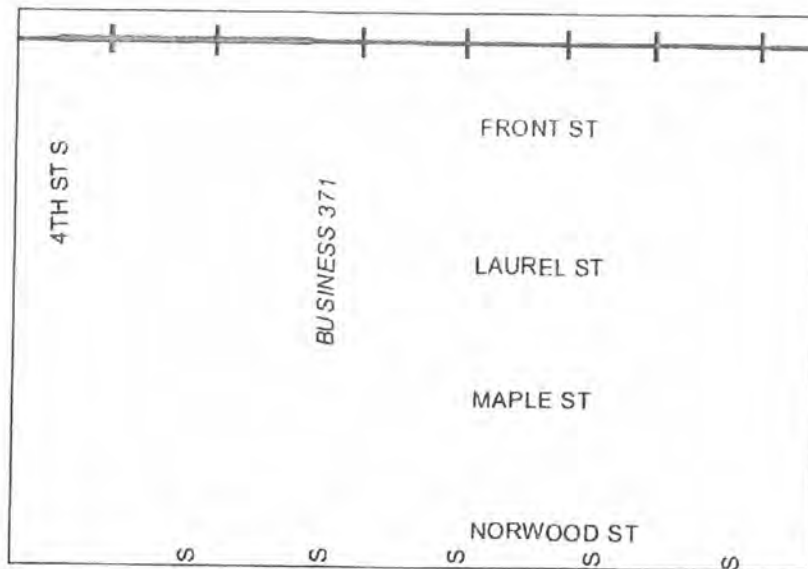
Special Event/Festival Application and Permit Approval

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

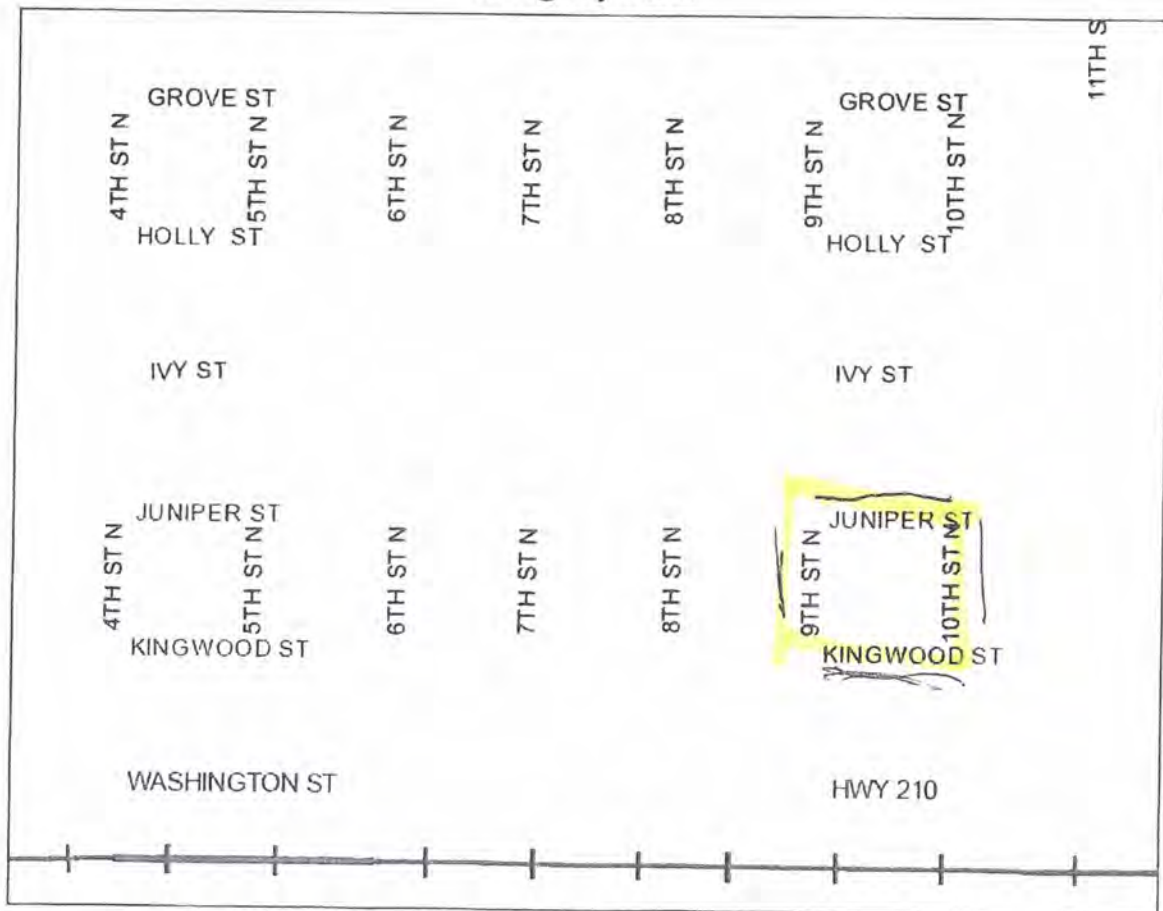
City Administrator

Date

Historic Downtown



Gregory Park





Brainerd City Council Agenda Request

SPW
2
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: NW 4th Street Traffic Study

☐ 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): Jeff Hulsether	Estimated Time Needed: 5 minutes
Summary of Issue: Several weeks ago, staff was having some discussions about traffic flow in West Brainerd, particularly about the leg of NW 4th Street (CSAH 20) north of Washington Street. There is about 8 acres of undeveloped property north of the Tyrol Hills Center that has considerable development potential and as redevelopment along the north side of Washington Street, such as Tim Hortons continues, there will be added stacking and access issues to NW 4th Street from both directions.	
Alternatives, Options, Effects on Others/Comments: Staff met with representatives from Crow Wing County to discuss our concerns and learned that they share the concerns of how NW 4th Street is functioning. As development occurs east of NW 4th Street, the James Street intersection will not be able to accommodate the traffic so traffic will need to divert to Jackson Street. Likewise, redevelopment west of NW 4th Street that generates traffic wanting to access east bound Washington will also have problems accessing at James and will have to divert to Jackson Street. The result will be higher volumes of left turning and thru movements a Jackson Street which can not be accommodated by a 2 or 4-way stop. Staff is proposing the preparation of an RFP for professional services to perform a traffic study of the corridor and to identify alternatives and costs for intersection traffic control. The cost of the study is proposed to be split 50-50 between the City and the County.	
Recommended Action/Motion: Staff is recommending authorization to prepare an RFP for professional services to investigate options in the corridor.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 2.25 Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

SPW
3
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Improvement 14-15 - Airport Utility Extension - Request for services agreement amendment

☐ 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
--	--



Building a Better World
for All of Us®

October 12, 2016

RE: *Professional Services Contract Contingency*
City of Brainerd, Minnesota
2016 Brainerd Airport Utility Extension
City No. 14-15
SEH No. BRDMN 131759
WSN No. 0101B0042.002

Mr. Jeff Hulsether
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Mr. Hulsether:

The SEH WSN Team is seeking approval of the planned Task 6 Engineering Contingency outlined in the Construction Phase Professional Services contract originally proposed in March 2016. At that time the City Council elected to cap the overall project engineering services fees which required a reduction in the scope of construction services, which resulted in elimination of the engineering contingency. This contingency is needed now as our scope and fees are anticipated to be exceeded prior to construction completion.

The following summarizes factors contributing to the need for the engineering contingency - both retrospective and prospective – as also discussed at the 10/11/16 Project Management Team (PMT) meeting:

- The intensity of construction observation needed to date continues to be higher than assumed for the SEH contract. The Contractor has been working at times 6 – 7 days a week during daylight hours and, at times during July and August, into evening hours in non-residential areas. Earlier in the project this additional work effort was expended without significant effect on overall project progress. The Contractor has advised that this high intensity work is planned to continue through October.
 - The SEH contract assumed on average 10 hours a day, 5 days a week for construction observation.
- Corrective work has also impacted the SEH contract budget. For example there have been multiple segments of HDD installed gravity sewer and one segment of open cut installed gravity sewer where installed grades/sags fell outside of specified tolerances and open cut corrections after initial installation were / are necessary.
 - Some areas have been corrected and others are pending. While some corrective work is a normal part of construction and needs to be observed, the extent of grade corrections needed on this project could not be predicted, and more engineering time was needed adjusting grades, re-staking, and documenting final installations.
- A Contract Time Extension request was submitted by the Contractor on August 29, 2016 requesting a total of 46 additional days citing unusually high rainfall this summer among other things. SEH is in the process of reviewing the claim. While our initial review does not indicate all the time requests are justifiable, it does appear the number of rain events / amount of rain caused a slowdown and less productive work on several days. Thus, we do see some level of justifiable extension of Contract Time. Substantial Completion (which is defined as a fully tested and operational water and sewer system ready for airport connection) is anticipated to extend later in 2016. Final Completion (which is completion and acceptance of restoration and punch list items and project closeout) is anticipated to extend into mid-2017. Thus SEH contract time / hours will need to be increased.

Engineers | Architects | Planners | Scientists

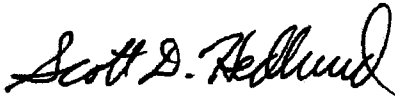
Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540
SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

- o The SEH contract assumed construction services only within the original contract dates.

Engineering construction phase services are highly dependent on factors beyond the engineer's control such as the contractor's management of schedule, progress, and intensity of work, the weather, and difficult site conditions that can result in more time needed to observe construction. Attached is a SEH Agreement for Professional Services for reinstating the planned engineering contingency.

Thank you for your consideration. If you have any questions, please feel free to call.

Sincerely,



Scott Hedlund, PE
Sr. Project Manager

sh/mrb

Enclosure

c: Jim Thoreen, City of Brainerd

Dave Reese, WSN

p:\ae\l\brdmn\131759\1-gen\10-setup-cont\03-proposal\construction phase\october 2016 ca fee amend\l city seh wsn construction services contract fee amendment - 101216.docx

Agreement for Professional Services

This Agreement is effective as of October 7, 2016, between City of Brainerd, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Brainerd Airport Utility Extension – Construction Services Contingency.

Client's Authorized Representative: Jeff Hulsether, PE
Address: 501 Laurel Street
Brainerd, MN 56401
Telephone: 218.828.2309 **email:** jhulsether@ci.brainerd.mn.us

Project Manager: Scott D. Hedlund, PE
Address: 416 South 6th Street, Suite 200
Brainerd, MN 56401
Telephone: 218.855.1705 **email:** shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 12.07.15) which is incorporated by reference herein and subject to Exhibits attached to this Agreement, and the scope of services outlined in attached **Exhibit A**, Work Plan Summary and Fee Estimate.

Construction Phase Services

During the construction phase, SEH professionals shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents. The Owner has not retained SEH to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.
SEH shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). SEH efforts will be directed toward providing a greater degree of confidence for the Owner that the completed work of the Contractor will conform to the Contract Documents, but SEH shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
During such visits and on the basis of on-site observations, SEH will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors. This obligation does not include anything related to safety. It is agreed that safety matters are Contractor's responsibility.
2. Review samples, schedules, shop drawings, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incidental thereto. SEH shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.
3. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue all instructions of the Owner to the Contractor, and prepare routine change orders as required.

4. Review the Contractor's Application for Payment, determine the amount owing the Contractor, and make recommendations to the Owner regarding the payment thereof.
SEH's recommendations constitute a representation to the Owner that, to the best of SEH's knowledge, information, and belief, the work has progressed to the point indicated on said application, and the quality of work is in accordance with the Contract Documents, subject to the results of any subsequent test called for by the Contract Documents, and any qualifications stated in their recommendations.
SEH's responsibilities under this paragraph are subject to the limitations set out in paragraph 1.
5. Conduct a site visit to determine if the project is substantially complete. Such site visits may include representatives from the Owner. If the Contractor has fulfilled all of his obligations, SEH may give written notice to the Owner that the work is acceptable for final payment.
6. Provide construction surveys and staking to enable the Contractor to perform its work.
7. Providing assistance in the start-up, testing, adjusting and balancing during operation of pumping equipment or systems, and reviewing Contractor-prepared operating and maintenance manuals.
8. Provide Resident Project Representation (RPR) services as described in Exhibit B.
9. Furnish the Owner a set of reproducible record prints of drawings and addendum drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor to SEH.

Additional Services

1. If authorized by the Owner, SEH shall furnish additional services:
 - (a) Preparation of applications and supporting documents for government grants, loans, or advances.
 - (b) Preparation or review of environmental assessment worksheets and environmental assessment impact statements.
 - (c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
 - (d) Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, complexity of character or type of construction.
 - (e) Preparing Change Orders or other services and supporting data or providing other services in connection with changed project conditions which are inconsistent with the original design intent including, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
 - (f) Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
 - (g) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
 - (h) Providing services in support of Owner's pursuit, collection, and or defense of liquidated damages.
 - (i) Providing services after issuance to the Owner of the final Certificate for Payment.
 - (j) Providing services of professional consultants for other than the normal services stated in the Agreement.
 - (k) Preparation of descriptions for permanent and/or temporary easements.
 - (l) Serving as an expert witness for the Owner in any litigation or other proceedings.
 - (m) Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
 - (n) Additional services not otherwise provided for in this Agreement.
2. Required Additional Services: SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the types listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.
 - (a) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner, so as to make the compensation commensurate with the extent of the Additional Services rendered.

- (b) Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- (c) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (d) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (e) Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- (f) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

RPR services will be provided in accordance with attached **Exhibit B**.

Schedule: We will start our services promptly after receipt of authorization. We estimate our services will be completed after 9 months. If there are delays in the Project beyond our control, you agree to grant additional time to complete the services.

Payment: The fee increase is hourly estimated to be \$69,640.00 including expenses and equipment.

The previously approved fee is hourly estimated to be \$623,092.00. Including the above \$69,640.00 fee increase, the total fee is hourly estimated to be **\$692,732.00**, including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached **Exhibit A-1**.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

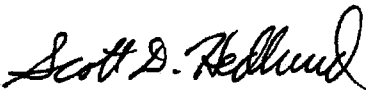
Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Brainerd, Minnesota

By:



By:

Scott D. Hedlund, PE
Title: Senior Project Manager

Title:

Brainerd Lakes Regional Airport Utilities Extension Project

Construction Engineering Services Work Plan Summary and Fee Estimate

City of Brainerd

October 7, 2016

WORK TASKS	SEH SENIOR PROJ MGR	SEH SENIOR PROFESSIONAL ENGINEER	SEH SENIOR ELECTRICAL ENGINEER	SEH PROF ENGINEER/RLS/ NAT RES SCI	SEH LEAD/ SENIOR TECHNICIAN	SEH STAFF ENGINEER	SEH TECHNICIAN	SEH ADMIN	WSN SENIOR PROFESSIONAL ENGINEER	WSN REG LAND SURVEYOR	WSN CIVIL ENGINEER	WSN SENIOR TECHNICIAN	WSN TECHNICIAN
6.0 Engineering Contingency	40	0	0	0	150	50	0	0	60	0	0	300	0
Total Project Hours	40	0	0	0	150	50	0	0	60	0	0	300	0

Total Labor Cost

Reimbursable Expenses

Total SEH Fee

Subconsultants

Widseth Smith Nolting (WSN)

Construction Materials Testing

Subconsultant Subtotal

Total Cost

**Brainerd Lakes Regional Airport Utility Extension Project
Construction Engineering Services
Work Plan**

Client: City of Brainerd

Work Tasks	Work Task Descriptions	SEH SENIOR PROJECT MGR	SEH SENIOR PROF ENG/ ARCHITECT	SEH SENIOR ELECTRICAL/ MECH ENG	SEH PROFESS ENG/ RLS/ NAT RES SCIENTIST	SEH LEAD/ SENIOR TECH	SEH STAFF ENGINEER	SEH TECH	SEH ADMIN	WSN SENIOR PROFESSIONAL ENGINEER	WSN REG LAND SURVEYOR
6.0	Engineering Contingency					150	50				
6.1	Construction Observation									60	
6.2	Construction Administration	40									
	Task 6.0 Subtotal Hours:	40	0	0	0	150	50	0	0	60	0
	TOTAL PROJECT HOURS	40	0	0	0	150	50	0	0	60	0

Brainerd Lakes Regional Airport Utility Extension Project
CONSTRUCTION ENGINEERING SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Brainerd, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Twin Cities Based Staff		250	0	
SEH St Cloud Based Staff		130	0	
Project Site Visits/Field Trips	40	25	1000	
Subtotals:			1000	
ESTIMATED MILEAGE COSTS:	\$0.540 per mile			\$540
EXHIBITS:				\$0
Miscellaneous Printing:				
Mailing/Postage Costs				
EQUIPMENT EXPENSES	Number of Hours (or Days)	Cost/Hr	Total Cost	
Survey Equipment		\$25	\$0	\$0
Survey Truck		\$4.5	\$0	\$0
Construction Observer Daily Vehicle Allowance (Days)	40	\$13	\$520	\$520
TOTAL ESTIMATED PRELIMINARY DESIGN REIMBURSABLE EXPENSES:				\$540

Exhibit B
to Agreement for Professional Services
Between City of Brainerd, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 7, 2016

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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Exhibit A-1
to Agreement for Professional Services
Between City of Brainerd, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 7, 2016

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Brainerd City Council Agenda Request

SPW 4
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Improvement 14-15 - Airport Utility Extension - Status of Wells

☐ 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: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 15 minutes
Summary of Issue: The dewatering necessary for the Airport Utility Extension project rendered 3 shallow sand point wells unusable for a period of time this summer, so temporary water services were provided. One of the wells has recharged and is usable but 2 of the wells did not come back. We had Northstar drillers evaluate the wells and they determined that they had silted in. The screens and points are plugged and the pumps are shot. At the PMT meeting on Tuesday, we had discussion about the wells and determined that we would offer the property owners the cost of replacing their sand points, \$2,000 so that they could either replace their existing system or put the money towards a drilled well, which would cost between 5,000 and \$6,000.	
Alternatives, Options, Effects on Others/Comments: The offer to the 2 property owners was rejected by both because they were concerned that the dewatering and drawn down of the water table may have changed the flow characteristics of the soils and the quality of water going forward. Their counter was that the city should provide either a city water service or drilled well at our cost. City water is not immediately available to these parcels and getting water and sewer to them would be a very costly project for next year. The temporary water service is above ground so there is a weather urgency to re-establish water to the properties. Drilled wells appear to be the only alternative at this point. This is on the agenda for discussion, the consultants will be at the meeting to assist with discussing alternatives.	
Recommended Action/Motion: Staff will be requesting direction from the Council on the City's willingness to provide drilled wells for the 2 parcels as a project cost.	
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

7A

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Assessment Hearings - Improvements 14-08 and 14-09

☐ 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: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 5 minutes
Summary of Issue: Attached is a copy of the Notice of Hearing and the Proposed Assessment Role for Improvements 14-08 (Maple Street) and 14-09 (Delwood Drive).	
Alternatives, Options, Effects on Others/Comments: At the Public Hearing, if there are questions or comments about the proposed assessments, staff should be able to respond. At the conclusion of the Hearing, the Council would typically adopt a Resolution ordering the Assessments. If there are contested assessment amounts, staff would ask that the Council still order the assessments to start the 30-day pre-payment clock. Contested assessments would then be brought back at the next meeting for discussion.	
Recommended Action/Motion: Staff is recommending that the Council adopt a Resolution Ordering the Special Assessments.	
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>	

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 17, 2016, to pass upon the proposed assessment for the following improvements:

IMPROVEMENT 14-08

Street Resurfacing/Reconstruction

Maple Street from 12th Street SE – 13th Street SE (Reconstruction)

Maple Street from 13th Street SE – 14th Street SE (Resurfacing)

IMPROVEMENT 14-09

Street Reconstruction

Delwood Drive from Novotny Road – Wise Road

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost for Improvement 14-08 is estimated at \$720,388 of which \$39,987.50 is proposed to be assessed.

The total cost for Improvement 14-09 is estimated at \$33,960 of which \$15,280.50 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is four and twenty-fifths (4.25%) percent per year. The right to partially prepay the assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience.

The assessments will be spread over a period of ten (10) years.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.
5. The entire hearing will be tape-recorded.
6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 23rd day of September, 2016


James Thoreen
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 30, 2016

The City Council of the City of Brainerd doth hereby assess and levy upon and against the lots and parcels of land described below, the respective sums of money set opposite each lot or parcel. This assessment is levied to defray the expense of Improvement 14-08.

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOT, BLOCK	SUBDIVISION	LOCATION	FOOTAGE AREA	RATE FOR AREA	ASSESSMENT
DAVID YDE	1310 PORTLAND AVE	BRAINERD MN 56401	091810060070009	LOT 7 BLK 6	SLEEPERS ADDN TO BRD	1201 MAPLE ST	50.00	\$47.02	\$ 2,351.00
ANDERSON BRAINERD PROPERTIES LLC	23226 ANDERSON BLVD	MERRIFIELD MN 56465	091810060080009	LOT 8 BLK 6	SLEEPERS ADDN TO BRD	1205 MAPLE ST	50.00	\$47.02	\$ 2,351.00
DONALD & DANIELLE ADDISON	1209 MAPLE ST	BRAINERD MN 56401	091810060090009	LOT 9 BLK 6	SLEEPERS ADDN TO BRD	1209 MAPLE ST	50.00	\$47.02	\$ 2,351.00
STEVEN LENDTVEDT	6203 FAIRFAX CT	BAXTER MN 56401	091810060100009	LOT 10 BLK 6	SLEEPERS ADDN TO BRD	1215 MAPLE ST	50.00	\$47.02	\$ 2,351.00
MASONIC TEMPLE ASSOC OF BRD INC	PO BOX 81	BRAINERD MN 56401	091810060110009	LOT 11 BLK 6	SLEEPERS ADDN TO BRD	1221 MAPLE ST	50.00	\$47.02	\$ 2,351.00
ALEC ENDRES & KAYLA PIERZINSKI	1223 MAPLE ST	BRAINERD MN 56401	091810060120009	LOT 12 BLK 6	SLEEPERS ADDN TO BRD	1223 MAPLE ST	50.00	\$47.02	\$ 2,351.00
DANIEL HAMM	22137 BLUEGILL RD	IRONTON MN 56455	09181005005Y009	LOTS 5 THRU 8 INCLUSIVE BLK 5	SLEEPERS ADDN TO BRD	1307 MAPLE ST	100.00	\$21.41	\$ 2,141.00
GREGORY & MICHELLE LARSON	11348 SORENSON LAKE RD	MERRIFIELD MN 56465	091810050090009	LOT 9 BLK 5	SLEEPERS ADDN TO BRD		50.00	\$21.41	\$ 1,070.50
GREGORY & MICHELLE LARSON	11348 SORENSON LAKE RD	MERRIFIELD MN 56465	091810050100009	LOT 10 BLK 5	SLEEPERS ADDN TO BRD	1315 MAPLE ST	50.00	\$21.41	\$ 1,070.50
BARBARA & LEROY BRITTON	324 14TH ST SE	BRAINERD MN 56401	09181005011Z009	S 1/2 OF LOTS 11 & 12 BLK 5	SLEEPERS ADDN TO BRD	324 14TH ST SE	50.00	\$21.41	\$ 1,070.50
LAURIE SHINDLEY	1202 MAPLE ST	BRAINERD MN 56401	09181009006A009	N 100' OF LOT 6 BLK 9	SLEEPERS ADDN TO BRD	1202 MAPLE ST	50.00	\$47.02	\$ 2,351.00
CK PROPERTIES OF BRAINERD LLC	12610 CAMWOOD TRL	BAXTER MN 56425	09181009005A009	N 100' OF LOT 5 BLK 9	SLEEPERS ADDN TO BRD	1208 MAPLE ST	50.00	\$47.02	\$ 2,351.00
GARRY & ALEX SCHWARTZ	1212 MAPLE ST	BRAINERD MN 56401	091810090040009	LOT 4 BLK 9	SLEEPERS ADDN TO BRD	1212 MAPLE ST	50.00	\$47.02	\$ 2,351.00
DAVID PUERINGER	616-1/2 FRONT ST	BRAINERD MN 56401	091810090030009	LOT 3 BLK 9	SLEEPERS ADDN TO BRD	1216 MAPLE ST	50.00	\$47.02	\$ 2,351.00
GENE & MARY PETERSON	5306 CROW WING HGTS CT	BRAINERD MN 56401	091810090020009	LOT 2 BLK 9	SLEEPERS ADDN TO BRD	1220 MAPLE ST	50.00	\$47.02	\$ 2,351.00
DELORES ANN BERRY	1224 MAPLE ST	BRAINERD MN 56401	091810090010009	LOT 1 BLK 9	SLEEPERS ADDN TO BRD	1224 MAPLE ST	50.00	\$47.02	\$ 2,351.00
ROSALIE MATTSON	3458 SUNFLOWER DR	BULLHEAD CITY AZ 86429	09181010004Z009	N 100' OF E 1/2 OF L5 B10 AND N 100' OF W 12	SLEEPERS ADDN TO BRD	1310 MAPLE ST	112.50	\$21.41	\$ 2,408.63
IRENE JOHNSON	702 N 9TH ST	BRAINERD MN 56401	09181010004A009	N 100' OF E 37-1/2' OF LOT 4 BLK 10	SLEEPERS ADDN TO BRD	1312 MAPLE ST	37.50	\$21.41	\$ 802.88
ROSALIE MATTSON	3458 SUNFLOWER DR	BULLHEAD CITY AZ 86429	091810100030009	LOT 3 BLK 10	SLEEPERS ADDN TO BRD	1314 MAPLE ST	50.00	\$21.41	\$ 1,070.50
MICHAEL DEGEN	10935 GULL RIVER RD	EAST GULL LAKE MN 56401	09181010001Z009	LOTS 1 & 2 BLK 10	SLEEPERS ADDN TO BRD	402 14TH ST SE	100.00	\$21.41	\$ 2,141.00
TOTAL							1150.00		\$ 39,987.50

The City Council of the City of Brainerd doth hereby assess and levy upon and against the lots and parcels of land described below, the respective sums of money set opposite each lot or parcel. This assessment is levied to defray the expense of Improvement 14-09.

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOT, BLOCK	SUBDIVISION	LOCATION	FOOTAGE AREA	RATE FOR AREA	ASSESSMENT
TODD WALLIN	15932 DELLWOOD DR	BRAINERD MN 56401	080322200AA0009	N 1/2 OF NW1/4 SUBJ TO A HWY ESMNT OF R	S32 R28 T134	15932 DELLWOOD D	618.00	\$11.93	\$ 7,371.86
RANDY MERTES	15876 DELLWOOD DR	BRAINERD MN 56401	080322200AB0009	S1/2 OF NW1/4 SEC 32 EX S 275' OF W 400' TH	S32 R28 T134	15876 DELLWOOD D	388.00	\$11.93	\$ 4,628.29
DERRICK TAYLOR	PO BOX 2754	BAXTER MN 56425	080322200B00009	S 275' OF W 400' OF NW1/4 OF NW1/4	S32 R28 T134	15770 DELLWOOD D	275.00	\$11.93	\$ 3,280.36
TOTAL							1281.00		\$ 15,280.50

RESOLUTION
NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the improvements of the following described streets, alleys, and utilities in the City of Brainerd:

IMPROVEMENT 14-08

Street Resurfacing/Reconstruction

Maple Street from 12th Street SE – 13th Street SE (Reconstruction)

Maple Street from 13th Street SE – 14th Street SE (Resurfacing)

IMPROVEMENT 14-09

Street Reconstruction

Delwood Drive from Novotny Road – Wise Road

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

1. Such proposed assessment, a copy of which is on file in the offices of the City Administrator and City Engineer, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January, 2017, and shall bear interest at the rate of four point two five (4.25%) percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2017. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Crow Wing 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 thirty (30) days from the adoption of this Resolution; and he or she may, at any time thereafter, pay to the City Administrator 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 next succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the Crow Wing County Auditor to be extended on the property tax list of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this ____ 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

7B

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Assessment Hearings - Downtown Special Services District

☐ 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): Jeff Hulsether	Estimated Time Needed: 5 minutes
Summary of Issue: Attached is a copy of the Notice of Hearing and the Proposed Assessment Role for the Downtown Special Services District.	
Alternatives, Options, Effects on Others/Comments: At the Public Hearing, if there are questions or comments about the proposed assessments, staff should be able to respond. At the conclusion of the Hearing, the Council would typically adopt a Resolution ordering the Assessments. If there are contested assessment amounts, staff would ask that the Council still order the assessments to start the 30-day pre-payment clock. Contested assessments would then be brought back at the next meeting for discussion.	
Recommended Action/Motion: Staff is recommending that the Council adopt a Resolution Ordering the Special Assessments.	
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>	

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 17, 2016, to pass upon the proposed assessment for the following improvements:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

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

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Misc properties around the City

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost of Downtown Special Services District is \$26,146.62 of which \$16,854.20 is proposed to be assessed.

The total cost of Nuisance Abatement is \$39,995.00 of which \$39,995.00 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is four and twenty-fifths (4.25%) percent per year. The right to partially prepay the

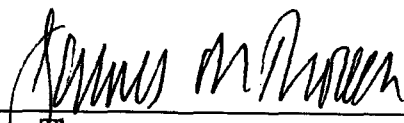
assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience. The assessments will be spread over a period of one (1) year.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
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3. The objector may be represented by counsel.
4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.
5. The entire hearing will be tape-recorded.
6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 23rd day of September, 2016



James Thoreen
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 30, 2016

The City Council of the City of Brainerd doth hereby assess and levy upon and against the lots and parcels of land described below, the respective sums of money set opposite each lot or parcel. This assessment is levied to defray the expense of Downtown Snow Removal Services.

CWC Project

2015-2016 Downtown Snow Removal

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOT, BLOCK	ADDITION	FOOTAGE AREA	RATE FOR AREA	ASSESSABLE
MILLS PROPERTIES, INC.	P.O. BOX 5055	BRainerd, MN 56401	060252100F00009	SEC 25 TWP 45 RNG 31	-	225.00	1.7987	404.71
DANNY E. KUHN	24549 COUNTY RD 3	MERRIFIELD, MN 56465	09196041001X889	EAST 50' OF LOT 1 THRU 3 INCLUSIVE BLOCK	721 LAUREL ST	50.00	1.7987	89.94
CHARLES ROBERTS	9544 NORTHGATE LANE	BRainerd, MN 56401	09196041001Y009	CENTER 26.5' OF LOT 1 THRU 3 INCLUSIVE B	719 LAUREL ST	26.50	1.7987	47.67
NJMS PHELPS BLOCK LLC	2200 PRINCETON AVE	ST. PAUL, MN 55105	09196041001Z889	WEST 63.5' OF LOT 1 THRU 3 INCLUSIVE BLO	715 LAUREL ST	63.50	1.7987	114.22
NLLJ JENSEN, LLC	204 S 8TH ST	BRainerd, MN 56401	09196041007Z009	LOTS 7 THRU 9 INCLUSIVE BLOCK 41	208 S 8TH ST	75.00	1.7987	134.90
C & L MIDWEST LLC	P.O. BOX 341	BRainerd, MN 56401	091960410100009	LOT 10 BLOCK 41	718 FRONT ST	25.00	1.7987	44.97
C & L MIDWEST LLC	P.O. BOX 341	BRainerd, MN 56401	09196041011Z009	LOTS 11 THRU 13 INCLUSIVE	-	75.00	1.7987	134.90
AMERICAN LEGION POST #255	708 FRONT STREET	BRainerd, MN 56401	09196041014Z009	ALL OF LOT 14 BLOCK 41 AND E 4 FT. OF LOT	708 FRONT ST	56.00	1.7987	100.73
JOHN A. AND DEANNA SOLSTEN	1638 - 64TH STREET SW #4	PEQUOT LAKES, MN 56472	09196041016Z889	PART OF LOTS 16 THRU 18 INCLUSIVE BLOC	704 FRONT ST	46.58	1.7987	83.78
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196041017Z889	S. 50 FT. OF LOTS 17 AND 18, AND S 50 FT OF	209 S 7TH ST	50.00	1.7987	89.94
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196041018A889	W 22FT 5 INCHES OF N 80 FT OF LOT 18 BLO	205 S 7TH ST	102.42	1.7987	184.22
DTM PARTNERSHIP LLC	8845 MEDLEY LN	GOLDEN VALLEY, MN 55427-3223	09196041019Z009	LOTS 19 AND 20 BLOCK 41	215 S 7TH ST	50.00	1.7987	89.94
DTM PARTNERSHIP LLC	8845 MEDLEY LN	GOLDEN VALLEY, MN 55427-3223	09196041021Z009	LOTS 21 AND 22 BLOCK 41	217 S 7TH ST	50.00	1.7987	89.94
WALSTEAD CORPORATION	22376 CAMP LINCOLN RD	NISSWA, MN 56468	09196041023Z889	LOTS 23 AND 24 BLOCK 41	707 LAUREL ST	190.00	1.7987	341.75
EDWIN L. & SUSAN MENK	623 LAUREL STREET	BRainerd, MN 56401	09196043002Z009	LOTS 1 AND 2 BLOCK 43	623 LAUREL ST	190.00	1.7987	341.75
RICK BJORK	222 S 7TH STREET	BRainerd, MN 56401	09196043003Z889	LOTS 3 AND 4 BLOCK 43	222 S 7TH ST	50.00	1.7987	89.94
JON AND DEBRA LUHRS	1524 S 7TH ST	BRainerd, MN 56401	091960430050009	LOT 5 BLOCK 43	216 S 7TH ST	25.00	1.7987	44.97
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	091960430060889	LOT 6 BLOCK 43	214 S 7TH ST	25.00	1.7987	44.97
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196043010Z889	LOTS 10 THRU 12 INCLUSIVE BLOCK 43	614 FRONT ST	75.00	1.7987	134.90
612 STATION LLC	612 FRONT ST	BRainerd, MN 56401	091960430130889	LOT 13 BLOCK 43	612 FRONT ST	25.00	1.7987	44.97
TODD & LAURA BISTED	608 FRONT ST	BRainerd, MN 56401	09196043014Z889	LOTS 14 AND 15 BLOCK 43	608 FRONT ST	50.00	1.7987	89.94
NORTHERN PINES MENTAL HEALTH	P.O. BOX 367	LITTLE FALLS, MN 56345	09196043016Y009	N 80 FT OF LOT 16 BLOCK 43 AND E 1/2 OF S	606 FRONT ST	25.00	1.7987	44.97
MASONIC TEMPLE ASSN. OF BRAINERD	PO BOX 81	BRainerd, MN 56401	09196043016Z889	W 1/2 OF THE S 50 FT OF LOT 16 BLOCK 43 A	205 S 6TH ST	50.00	1.7987	89.94
RED SAND PROPERTIES BRAINERD LLC	10392 SQUAW POINT RD	EAST GULL LAKE, MN 56401	09196069001Z009	LOTS 1 AND 2 BLOCK 69	619 MAPLE ST	50.00	1.7987	89.94
RANDY BYE	16156 EAGLE BLUFF DR	BRainerd, MN 56401	09196069003Z009	LOTS 3 THRU 5 INCLUSIVE BLOCK 69	314 S 7TH ST	75.00	1.7987	134.90
BRIAN L & RHONDA SMITH	PO BOX 391	BRainerd, MN 56401	09196069008W889	LOTS 1 & 2 C A WALKERS SUBD. OF LOTS 8,	624 LAUREL ST	174.00	1.7987	312.97
RICHARD A. MADGES	14610 WONDERLAND PK ROAD	BRainerd, MN 56401	09196069013W889	E 50 FT OF LOTS 13 THRU 17 INCLUSIVE BLO	612 LAUREL ST	50.00	1.7987	89.94
RICHARD A. MADGES	14610 WONDERLAND PK ROAD	BRainerd, MN 56401	09196069013X009	CENTER 50 FT OF LOTS 13 THRU 15 INCLUS	606 LAUREL ST	50.00	1.7987	89.94
MAJIK PROPERTIES LLC	12890 MOUNTAIN ASH DR	BAXTER, MN 56425	09196069013Z889	W 50 FT OF LOTS 13 THRU 15 INCLUSIVE BLO	602 LAUREL ST	50.00	1.7987	89.94
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196071008X009	E 50 FT OF LOTS 8 THRU 12 INCLUSIVE BLOC	722 LAUREL ST	50.00	1.7987	89.94
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196071008Y889	LOTS 8 THRU 12 INCLUSIVE EXCEPT E 50 FT	718 LAUREL ST	45.00	1.7987	80.94
BRAINERD LAKES PROPERTIES LLC	718 LAUREL ST	BRainerd, MN 56401	09196071010Z889	W 45 FT OF LOTS 10 THRU 12 INCLUSIVE BLO	714 LAUREL ST	45.00	1.7987	80.94
NILA M PATRICK	710 LAUREL ST	BRainerd, MN 56401	09196071013Y889	LOTS 13 THRU 15 INCLUSIVE BLOCK 71 EX. T	710 LAUREL ST	58.83	1.7987	105.82
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196071013Z889	W'LY 81 1/8 FT OF LOTS 13 THRU 15 INCLUS	301 S 7TH ST	156.17	1.7987	280.90
RICHARD & DENISE RATHMAN	305 S 7TH ST	BRainerd, MN 56401	09196071016Z009	W'LY 79 1/2 FT OF LOTS 16 AND 17 BLOCK 71	305 S 7TH ST	50.00	1.7987	89.94
BREMER BANK OF BRAINERD	321 S 7TH ST	BRainerd, MN 56401	09196071020Y009	LOTS 19 THRU 24, BLOCK 71	321 S 7TH ST	150.00	1.7987	269.81
MOORES PROPERTIES, INC.	605 LAUREL STREET	BRainerd, MN 56401	096010000010009	LAUREL CONDOMINIUMS	-	140.00	1.7987	251.82

TOTAL 2744.00 \$ 4,935.63

The City Council of the City of Brainerd doth hereby assess and levy upon and against the lots and parcels of land below described, the respective sums of money set opposite each lot or parcel. This assessment is levied to defray the expense of Downtown Special Services.

CWC Project

2016 Downtown Special Service

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOT, BLOCK	LOCATION	FOOTAGE AREA	RATE FOR AREA	ASSESSABLE
MILLS PROPERTIES, INC.	P.O. BOX 5055	BRainerd, MN 56401	060252100F00009	SEC 25 TWP 45 RNG 31	-	225.00	4.3435	977.29
DANNY E. KUHN	24549 COUNTY RD 3	MERRIFIELD, MN 56465	09196041001X889	EAST 50' OF LOT 1 THRU 3 INCLUSIVE BLOCK	721 LAUREL ST	50.00	4.3435	217.18
CHARLES ROBERTS	9544 NORTHGATE LANE	BRainerd, MN 56401	09196041001Y009	CENTER 26.5' OF LOT 1 THRU 3 INCLUSIVE B	719 LAUREL ST	26.50	4.3435	115.10
NJMS PHELPS BLOCK LLC	2200 PRINCETON AVE	ST. PAUL, MN 55105	09196041001Z889	WEST 63.5' OF LOT 1 THRU 3 INCLUSIVE BLO	715 LAUREL ST	63.50	4.3435	275.81
NLLJ JENSEN, LLC	204 S 8TH ST	BRainerd, MN 56401	09196041007Z009	LOTS 7 THRU 9 INCLUSIVE BLOCK 41	208 S 8TH ST	75.00	4.3435	325.76
C & L MIDWEST LLC	P.O. BOX 341	BRainerd, MN 56401	091960410100009	LOT 10 BLOCK 41	718 FRONT ST	25.00	4.3435	108.59
C & L MIDWEST LLC	P.O. BOX 341	BRainerd, MN 56401	09196041011Z009	LOTS 11 THRU 13 INCLUSIVE	-	75.00	4.3435	325.76
AMERICAN LEGION POST #255	708 FRONT STREET	BRainerd, MN 56401	09196041014Z009	ALL OF LOT 14 BLOCK 41 AND E 4 FT. OF LOT	708 FRONT ST	56.00	4.3435	243.24
JOHN A. AND DEANNA SOLSTEN	1638 - 64TH STREET SW #4	PEQUOT LAKES, MN 56472	09196041016Z889	PART OF LOTS 16 THRU 18 INCLUSIVE BLOCK	704 FRONT ST	46.58	4.3435	202.32
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196041017Z889	S. 50 FT. OF LOTS 17 AND 18, AND S 50 FT OF	209 S 7TH ST	50.00	4.3435	217.18
DAVID F. PUERINGER	616 1/2 FRONT STREET	BRainerd, MN 56401	09196041018A889	W 22FT 5 INCHES OF N 80 FT OF LOT 18 BLO	205 S 7TH ST	102.42	4.3435	444.86
DTM PARTNERSHIP LLC	8845 MEDLEY LN	GOLDEN VALLEY, MN 55427-3223	09196041019Z009	LOTS 19 AND 20 BLOCK 41	215 S 7TH ST	50.00	4.3435	217.18
DTM PARTNERSHIP LLC	8845 MEDLEY LN	GOLDEN VALLEY, MN 55427-3223	09196041021Z009	LOTS 21 AND 22 BLOCK 41	217 S 7TH ST	50.00	4.3435	217.18
WALSTEAD CORPORATION	22376 CAMP LINCOLN RD	NISSWA, MN 56468	09196041023Z889	LOTS 23 AND 24 BLOCK 41	707 LAUREL ST	190.00	4.3435	825.27
EDWIN L. & SUSAN MENK	623 LAUREL STREET	BRainerd, MN 56401	09196043002Z009	LOTS 1 AND 2 BLOCK 43	623 LAUREL ST	190.00	4.3435	825.27
RICK BJORK	222 S 7TH STREET	BRainerd, MN 56401	09196043003Z889	LOTS 3 AND 4 BLOCK 43	222 S 7TH ST	50.00	4.3435	217.18
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RICHARD & DENISE RATHMAN	305 S 7TH ST	BRainerd, MN 56401	09196071016Z009	WLY 79 1/2 FT OF LOTS 16 AND 17 BLOCK 71	305 S 7TH ST	50.00	4.3435	217.18
BREMER BANK OF BRAINERD	321 S 7TH ST	BRainerd, MN 56401	09196071020Y009	LOTS 19 THRU 24, BLOCK 71	321 S 7TH ST	150.00	4.3435	651.53
MOORES PROPERTIES, INC.	605 LAUREL STREET	BRainerd, MN 56401	096010000010009	LAUREL CONDOMINIUMS	-	140.00	4.3435	608.09

TOTAL 2744.00 \$ 11,918.56

RESOLUTION

NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for 2016-2017 snow removal and special services and nuisance abatement concerning the properties abutting on the following:

DOWNTOWN SNOW REMOVAL AND SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

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

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Misc properties around the City

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

1. Such proposed assessment, a copy of which is on file in the offices of the City Administrator and City Engineer, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in full within 30 days from the adoption of this Resolution without interest at the office of the City Administrator. Thereafter, the entire amount of the assessment shall be payable to the Crow Wing County Auditor with interest at the rate of four point two five (4.25%) percent.

3. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the Crow Wing County Auditor to be extended on the property tax list of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this ____ 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

7C
Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: Assessment Hearings - 2016 Nuisance Abatement

☐ 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: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 5 minutes
Summary of Issue: Attached is a copy of the Notice of Hearing and the Proposed Assessment Role the 2016 Nuisance Abatement. There are 2 spreadsheets attached, the first identifies those parcels remaining on the proposed assessment roles and the second identifies those parcels on which the proposed assessment and/or citations have been waived by staff for good cause.	
Alternatives, Options, Effects on Others/Comments: At the Public Hearing, if there are questions or comments about the proposed assessments, staff should be able to respond. At the conclusion of the Hearing, the Council would typically adopt a Resolution ordering the Assessments. If there are contested assessment amounts, staff would ask that the Council still order the assessments to start the 30-day pre-payment clock. Contested assessments would then be brought back at the next meeting for discussion.	
Recommended Action/Motion: Staff is recommending that the Council adopt a Resolution Ordering the Special Assessments.	
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>	

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 17, 2016, to pass upon the proposed assessment for the following improvements:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

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

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Misc properties around the City

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost of Downtown Special Services District is \$26,146.62 of which \$16,854.20 is proposed to be assessed.

The total cost of Nuisance Abatement is \$39,995.00 of which \$39,995.00 is proposed to be assessed.

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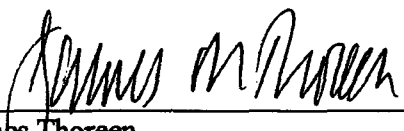
assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience. The assessments will be spread over a period of one (1) year.

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5. The entire hearing will be tape-recorded.
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7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 23rd day of September, 2016


James Thoreen
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 30, 2016

The City Council of the City of Brainerd doth hereby assess and levy upon and against the lots and parcels of land described below, the respective sums of money set opposite each lot or parcel. This assessment is levied to defray the expense of lot cleaning, grass mowing, garbage removal, and administrative citations in the City of Brainerd on various parcels.

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOCATION	NUISANCE TYPE	ASSESSABLE
MEADOWVIEW MANOR LP	1777 JULIET AVE	ST PAUL, MN 55105	050311100A00889	1305 SHELLY LN (2621 KE	CITATION	125.00
A L S PROPERTIES, STONEYBROOK SOUTH	5501 LAKELAND AVE NSCHRADER BUIL	CRYSTAL MN 55429	060361400B00009	1710 13TH ST S (92 HART	CITATION	125.00
BANKS, TRAVIS E & TRACY L	15359 SHELLISA LN	BRAINERD, MN 56401	091090030010009	602 4TH ST SW	CITATION	125.00
FREDSTROM, RORY	13682 OAK HOLLOW RD	BRAINERD, MN 56401	091160210030009	1115 OAK ST	CITATION	250.00
FREDSTROM, RORY	13682 OAK HOLLOW RD	BRAINERD, MN 56401	091160210040889	1111 OAK ST	CITATION	250.00
TAX FORFEITED	326 LAUREL ST	BRAINERD, MN 56401	09117001009Z009	805 S. 7TH ST	MOWING	130.00
COOKE, ANNE R	RR6 BOX 451J	EDGARTOWN, MA 02539	091170010100009	807 S 7TH ST	MOWING	90.00
HARRAH, SAMUEL D & SUSAN E CAIRD	912 10TH ST S	BRAINERD, MN 56401	09117003012Z009	912 10TH ST S	CITATION	250.00
GREEN, DELLA	601 S 10TH ST	BRAINERD, MN 56401	091170090210009	601 S 10TH ST	MOWING	245.00
SIMON, NICHOLAS A & DANIEL A	PO BOX 1576	LAKE GEORGE, MN 56458	09120007019Z009	1013 12TH ST S	MOWING/CITATION	465.00
MANDOLI, SARAH ANN J	213 2ND AVE NE	BRAINERD, MN 56401	091220050030009	213 2ND AVE NE	CITATION	250.00
TAX FORFEITED	326 LAUREL ST	BRAINERD, MN 56401	09122006010B009	212 2ND AVE NE	MOWING	260.00
CHARPENTIER, PETER R & EMILY S	2006 CRESTVIEW LN	BRAINERD, MN 56401	091220070020009	219 4TH AVE NE	CITATION	375.00
KAMPEN, TROY J	14936 WELTON RD	BAXTER, MN 56425-8227	09122007005Z009	309 B ST NE	CITATION	250.00
DOUCETTE, DORIS D	214 4TH AVE NE	BRAINERD, MN 56401	09122008004Y889	405 B ST NE	CITATION	500.00
DEGEN, MICHAEL S & JULIE L	10935 GULL RIVER RD	EAST GULL LAKE, MN 56401	091220110110009	320 2ND AVE NE	CITATION	125.00
O'DAY, JAMES T	316 1ST AVE NE	BRAINERD, MN 56401	091220120100009	316 1ST AVE NE	CITATION	1,500.00
OLSON, TIMOTHY & DEBRA	1008 G ST NE	BRAINERD, MN 56401	09123008007X009	1008 G ST NE	CITATION	625.00
LEYK, HEATHER	608 10TH AVE NE	BRAINERD, MN 56401	09123008010Z009	608 10TH AVE NE	MOWING/CITATION	405.00
SNOOK, HAROLD	602 10TH AVE NE	BRAINERD, MN 56401	091230080120009	602 10TH AVE NE	CITATION	375.00
MANKOWSKI, ERIK G & ROSEMARIE M	1836 S 7TH ST	BRAINERD, MN 56401	091250010050009	1836 7TH ST S	CITATION	250.00
VEITH, STEVEN H	9797 LEGIONVILLE RD	BRAINERD, MN 56401	091280140080009	408 2ND AVE	MOWING/CITATION	1,410.00
PESTELLO, WILLIAM	7574 CHICKASAW CIRCLE	BREEZY POINT, MN 56472	09128017005Z009	508 4TH AVE NE	CITATION	875.00
PETERSON, SHIRLEY L V	504 1ST AVE NE	BRAINERD, MN 56401	091280200070009	504 1ST AVE NE	CITATION	500.00
BOCK, THOMAS C	623 3RD AVE NE	BRAINERD, MN 56401	091280220010009	623 3RD AVE NE	MOWING	180.00
RHONNA M ZIMMER TRUST	2410 ROBIN OAK RIDGE	MINNETONKA, MN 55305	09128022007Z009	602 2ND AVE NE	ANIMAL-AT-LARGE	125.00
POTTER, STEVEN T	620 4TH AVE NE	BRAINERD, MN 56401	091280240110009	620 4TH AVE NE	CITATION	125.00
PATRICK, GRETCHEN L	12629 30TH ST	BRAINERD, MN 56401	091280280040009	717 2ND AVE NE	CITATION	375.00
PETERSON, STEPHANIE M	1214 MILL AVE	BRAINERD, MN 56401	091360010110009	1214 MILL AVE	MOWING/CITATION	970.00
SHANKS, ROBERT M	712 5TH AVE NE	BRAINERD, MN 56401	09138003010A009	712 5TH AVE NE	CITATION	375.00
BELL, CHARLES A	524 F ST NE	BRAINERD, MN 56401	091380120010009	524 F ST NE	CITATION	125.00
GARCIA, DENZA A	295 14TH AVE SE APT 304	ST CLOUD, MN 56304-1127	09140001009Z009	1209 PARK ST	CITATION	375.00
PICKAR, RICK & LINDA	9968 ST MATHIAS RD	BRAINERD, MN 56401	09143000007B009	1207 BEECH ST	CITATION	125.00
LIVINGSTON, DONALD A & ROBERTA	2316 PINE ST	BRAINERD, MN 56401	09144000018L009	2316 PINE ST	CITATION	250.00
ROGERS, DUSTIN C	843 S QUAIL WAY	LAKEWOOD, CO 80226-3873	09145000001A009	2010 OAK ST	MOWING/CITATION	465.00
WOLFF, NICOLE M & STEVEN	1912 OAK ST	BRAINERD, MN 56401	09145000003C009	1912 OAK ST	CITATION	125.00
WEILAND, JACOB L	704 19TH ST SE	BRAINERD, MN 56401	09145000024B009	704 19TH ST S	CITATION	125.00
SCHMIDT, ANDREW J & ROBYN M	604 SE 19TH ST	BRAINERD, MN 56401	09145000025A009	604 19TH ST S	CITATION	125.00
WIKSTROM, TEENA MARIE	1800 OAK ST	BRAINERD, MN 56401	09145000027B009	1800 OAK ST	CITATION	125.00
JEREMIASON, TRACY J	1318 8TH ST S	BRAINERD, MN 56401	09146001015Z009	1318 8TH ST S	MOWING/CITATION	215.00
BRAINERD LAKES PREMIER DEV LLC	14275 GOLF COURSE DR SUITE 210	BAXTER MN 56425	09146001017Z009	1314 8TH ST S	CITATION	125.00
DYRENDahl, MICHELLE AMANDA	810 BROOK ST	BRAINERD, MN 56401	09146019005Z009	810 BROOK ST	CITATION	125.00
JPMORGAN CHASE BANK NA	3415 VISION DR	COLUMBUS, OH 43219	091480030060009	1602 9TH AVE NE	CITATION	500.00
THRUGSTAD, DUANE E & LENORE M	1717 MAPLE ST	BRAINERD, MN 56401	091640010050009	1717 MAPLE ST	CITATION	125.00
FILSMYER, ANDREW G & KAYLA M	1875 STATE HWY 25	BRAINERD, MN 56401	091670020100009	1102 9TH AVE NE	CITATION	875.00
CLOUGH, CANDYCE	425 C ST NE	BRAINERD, MN 56401	091690020090009	425 C ST NE	CITATION	625.00
GIBBONS, SAMUEL R	16801 CRAPPIE BAY RD	BRAINERD, MN 56401	091690020100009	429 C ST NE	MOWING	90.00
GOTTWALT, MATTHEW & ERICA	407 8TH ST SW	LITTLE FALLS, MN 56345-1614	091690030010009	430 C ST NE	CITATION	250.00
SUMMY, KATHLEEN S	812 10TH AVE NE	BRAINERD, MN 56401	091710010100009	812 10TH AVE NE	CITATION	375.00
CONNIE WROBEL	823 9TH AVE NE	BRAINERD, MN 56401	09171003005Z009	823 9TH AVE NE	MOWING	90.00
WILCOX, LINDA M	802 8TH AVE NE	BRAINERD, MN 56401	091710030120009	802 8TH AVE NE	CITATION	375.00
ROMNESS, LAURA	904 9TH AVE NE	BRAINERD, MN 56401	091710070120009	904 9TH AVE NE	CITATION	125.00

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOCATION	NUISANCE TYPE	ASSESSABLE
ROSS, LONNIE	34 JESSICA LN	BRAINERD, MN 56401	09172001001Z009	1205 MILL AVE	CITATION	250.00
NANCY C HAMLIN	511 L ST NE	BRAINERD, MN 56401	09172003011Y009	511 L ST NE	CITATION	90.00
O'CONNOR, JESSE	1005 3RD AVE NE	BRAINERD, MN 56401	09172017002Z009	1005 3RD AVE NE	CITATION	375.00
HANSON, DARCY L	8557 INTERLACHEN RD	LAKESHORE, MN 56468	091720200100009	910 3RD AVE NE	CITATION	125.00
CONTRERAS, FEATHER E	901 6TH AVE NE	BRAINERD, MN 56401	091720220010009	901 6TH AVE NE	CITATION	375.00
OLSEN, BRETT A & WANDA TERRY-OLSEN	921 MILL AVE	BRAINERD, MN 56401	09172024005Z009	921 MILL AVE	CITATION	250.00
TYLER MATZ	4340 47TH ST S UNIT G	FARGO, ND 58104-3969	091720280070009	824 4TH AVE NE	MOWING	310.00
DAVIS, HILARY L	24 CARNABY DR	BROWNSBURG, IN 46112-1062	091720280120009	802 4TH AVE NE	CITATION	375.00
RZ HOLDINGS LLC	13263 COUNTY ROAD 23	BRAINERD, MN 56401	09174005023Z009	1324 OAK ST	CITATION	125.00
TAX FORFEITED	326 LAUREL ST	BRAINERD, MN 56401	09174006011Z009	1201 PINE ST	MOWING	260.00
YVONNE ERICKSON	1108 OAK ST	BRAINERD, MN 56401	09174007015Z009	1108 OAK ST	MOWING	725.00
JPMORGAN CHASE BANK NA	3415 VISION DR	COLUMBUS, OH 43219	09174009023Z009	1124 PINE ST	CITATION	1,000.00
SCHHEELER, TEASHA L	1504 PINE ST	BRAINERD, MN 56401	09174013015Z009	1504 PINE ST	CITATION	125.00
KINDER-HANSON, ROSELLA B & RODNEY A HANSON	10462 WISE RD	BRAINERD, MN 56401	09174015018Z009	1420 QUINCE ST	CITATION	625.00
DRIVER, BRIAN LESTER	1307 ROSEWOOD ST	BRAINERD, MN 56401	09174016009Z009	1307 ROSEWOOD ST	CITATION	1,000.00
HUNTER, ERIN	1219 ROSEWOOD ST	BRAINERD, MN 56401	09174017003Z009	1219 ROSEWOOD ST	CITATION	625.00
PINTOK, VICTOR/O LYNN MIKKELSON	1519 PINE ST	BRAINERD, MN 56401	09174020000T009	1016 ROSEWOOD ST	CITATION	125.00
PINTOK, VICTOR/O LYNN MIKKELSON	1519 PINE ST	BRAINERD, MN 56401	09174020000U009	1012 ROSEWOOD ST	CITATION	375.00
STEVEN W & LINDA E SMITH	10253 N OAK RD W	CEDAR HILLS, UT 84062	09175000007Z009	721 4TH ST SW	CITATION	375.00
QUERY, JAMES R REVOCABLE TRUST/AGREEMENT	427 CEDAR STREET	BRAINERD, MN 56401	09179000005Z009	427 CEDAR ST	CITATION	250.00
CARLSON, BRIAN & KONTOS, KAREN	1708 LAUREL ST	BRAINERD, MN 56401	09181001002Z009	1708 LAUREL ST	ANIMAL-AT-LARGE	1,475.00
ABEAR ENTERPRISES OF BRAINERD LLC	7217 EXCELSIOR RD STE 100	BAXTER, MN 56425	09181004003Z009	1408 LAUREL ST	MOWING/CITATION	215.00
CLUEVER CONSTRUCTION INC	12674 KNOLLWOOD DR	BAXTER, MN 56425	09181004010Z009	1415 MAPLE ST	MOWING	90.00
CK PROPERTIES OF BRAINERD LLC	12610 CAMWOOD TRAIL	BAXTER, MN 56425	09181009005A009	1208 MAPLE ST	MOWING	90.00
CAMUS, CHRISTOPHER JAMES	110 CEDARWOOD DRIVE, APT F-86	LEBANON, TN 37087	091810130110009	1619 NORWOOD ST	CITATION	1,125.00
JENNIFER A KING	1421 OAK ST	BRAINERD, MN 56401	091810180110009	1421 OAK ST	MOWING	90.00
FAISAL & TATIYANNA KHOKHAR	500 WILLIS ST	ELGIN, IL 60123	091810190040009	1314 NORWOOD ST	MOWING	90.00
LAURA FAIRCHILD	223 3RD ST NE	CROSBY, MN 56441-1640	09182000901D009	1001 S. 7TH ST	MOWING	90.00
WOOD, MICHAEL JAMES	525 TOWER POND CT	ANOKA, MN 55303	09188006011Z009	1317 M ST NE	CITATION	250.00
TAMMY KERN	20744 REYNOLDS PKWY	ORLANDO, FL 32833	09188011001Y009	1324 M ST NE	MOWING	90.00
LARSON, JOHN A	1201 L ST NE	BRAINERD, MN 56401	091880120070009	1201 L ST NE	CITATION	125.00
OLSON, DEBRA K & TIMOTHY F	1008 G ST NE	BRAINERD, MN 56401	09188014007W009	LOT ADJ TO ALL OF 12TH	CITATION	750.00
MATTSSEN, TODD	1022 13TH AVE NE	BRAINERD, MN 56401	09188018011Z009	1022 13TH AVE NE	CITATION	250.00
DEGEN, MICHAEL	10935 GULL LAKE RD	EAST GULL LAKE, MN 56401	09188020003Z009	1019 12TH AVE NE	CITATION	125.00
MATT GOTTWALT	407 8TH ST SW	LITTLE FALLS, MN 56345-1614	09196038002Z009	219 10TH ST N	MOWING	90.00
MICHAEL S & JULIE L DEGEN	10935 GULL RIVER RD	EAST GULL LAKE MN 56401	091960380040009	217 10TH ST N	MOWING	70.00
WARREN LAWRENCE	30827 PEQUOT BLVD	PEQUOT LAKES, MN 56472-3043	091960380210009	218 N 9TH ST	MOWING	90.00
DTM PARTNERSHIP LLC	8845 MEDLEY LN	GOLDEN VALLEY, MN 55427-3223	09196041021Z009	217 7TH ST S	CITATION	250.00
FUSSY, JOHN & PSTELLO, BILLY	7574 CHICKASAW CIR	BREEZY POINT, MN 56472	091960430130889	612 FRONT ST	CITATION	375.00
LAKES AREA HABITAT FOR HUMANITY	PO BOX 234	BRAINERD, MN 56401	09196044019X009	612 KINGWOOD ST	CITATION	125.00
SARFF, VAL & TERESA	22701 SERENTIY LN	NISSWA MN 56468	09196053005Z009	214 S 2ND ST	MOWING	225.00
WEISS, RICHARD A	319 9TH ST N	BRAINERD, MN 56401	09196078009Z009	319 9TH ST N	CITATION	1,250.00
SAMUAL J & KATHRYN M JOURDAN	424 N 8TH ST	BRAINERD, MN 56401	09196100013Z009	424 N 8TH ST	MOWING	180.00
JABS, ALAN	305 JUNIPER ST	BRAINERD, MN 56401	09196110019Y009	305 JUNIPER ST	CITATION	250.00
DBM TWO LLC	8845 MEDLEY LN	GOLDEN VALLEY, MN 55427	09196129016Z889	507 6TH ST S	MOWING/CITATION	650.00
MEYER, DAVID W & BRIANNA S HESS	501 8TH ST S	BRAINERD, MN 56401	09196133013Z009	501 8TH ST S	CITATION	375.00
WELSAND, LOREN	1018 PINE COVE DR	LEHIGH ACRES, FL 33974-0577	09196133019Z009	513 S. 8TH ST	MOWING/CITATION	215.00
CAMERON, RICHARD B JR	607 3RD AVE NE	BRAINERD, MN 56401	09196160013Z009	624 9TH ST N	MOWING/CITATION	215.00
PERTTULA, THOMAS J & ELIZABETH B	6590 PARKVIEW CIR	BAXTER, MN 56425	09196162001X009	823 HOLLY ST	CITATION	125.00
MERTZ, SHERIE MARIE	947 S SPENCER ST	SHAKOPEE, MN 55379	09196162004Z009	607 9TH ST N	CITATION	500.00
FEDERAL NATIONAL MORTGAGE ASSOC	14221 DALLAS PKWY STE 11201	DALLAS, TX 75254-2916	09196170010Z009	623 N 5TH ST	MOWING	90.00
WACHA, GARY & MELANIE R	410 BLUFF AVE	BRAINERD, MN 56401	09196192013Y009	410 BLUFF AVE	CITATION	125.00
10 BUCK INVESTORS LLC	15556 MCKAY RD	BRAINERD, MN 56401	09196198005Z009	711 8TH AVE NE	MOWING	90.00
SULLIVAN, BART & KATHLEEN	6351 CLEARWATER RD	BAXTER, MN 56425	09196200005Z009	713 9TH ST N	CITATION	250.00
DR SPODEN INVESTMENTS LLCC/O MIKE & JUDY	10935 GULL RIVER RD	EAST GULL LAKE, MN 56401	09196217013Y009	610 QUINCE ST	CITATION	125.00
BANK OF AMERICA NA	7105 CORPORATE DR/MAIL STOP: TXC-5	PLANO, TX 75024	09197001017Z009	468 TYROL DR	MOWING	90.00
KUNSTLEBEN, ERIC M & BETH	12291 RUTHIE CT	BRAINERD, MN 56401	09198055011Z009	423 5TH ST SW	CITATION	125.00
BAKKILA, ROBERT LEE & DENISE MARIE	510 SW 4TH ST	BRAINERD, MN 56401	091980630030009	510 4TH ST SW	CITATION	125.00
LORIMOR, DIANNA C	16380 BIRCHWOOD LN	BRAINERD, MN 56401	09201003001Z009	1502 9TH AVE NE	CITATION	125.00

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOCATION	NUISANCE TYPE	ASSESSABLE
JASON JORGENSEN	1407 11TH AVE NE	BRAINERD, MN 56401	09201005008Z009	1407 11TH AVE NE	MOWING	90.00
ERICKSON, JENNIFER L	1610 PENNSYLVANIA AVE	BRAINERD, MN 56401	092020090030009	1610 PENNSYLVANIA AVE	CITATION	250.00
TAX FORFEITED	326 LAUREL ST	BRAINERD, MN 56401	092510010060009	908 BLAIR CIRCLE	MOWING	195.00
BECKETT, MICHELE L	30637 OLSON ST APT 304	PEQUOT LAKES, MN 56472-3097	092510010110009	2813 BLAIR ST	MOWING/CITATION	305.00
FEDERAL HOME LOAN MORTGAGE CORP	5000 PLANO PARKWAY	CARROLLTON TX 75013	092580010020009	8759 DAL-MAR DR	MOWING	560.00
VACINEK, CHRISTOPHER D	622 SNELLING AVE S #10	ST. PAUL, MN 55116	091980290100009	211 8TH ST SW	MOWING	90.00
LINDQUIST, TANNER M	1202 J STREET NE	BRAINERD, MN 56401	091880210120009	1202 J ST NE	CITATION	250.00

TOTAL 38,125.00

Voided Citations

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP	RE CODE	LOCATION	NUISANCE TYPE	ASSESSABLE
VACINEK, CHRISTOPHER D	622 SNELLING AVE S #10	ST. PAUL, MN 55116	091980290100009	211 8TH ST SW	MOWING	125.00
LINDQUIST, TANNER M	1202 J STREET NE	BRAINERD, MN 56401	091880210120009	1202 J ST NE	CITATION	625.00
BROCH, JAY D & SHERYL K	506 5TH AVE NE	CROSBY, MN 56441-1521	09122001006B009	124 4TH AVE NE	CITATION	125.00
BARTHOLOMAUS, TRACY	612 8TH AVE NE	BRAINERD, MN 56401	09123006010Z009	612 8TH AVE NE	CITATION	125.00
LETENDRE, DONALD & LUVERNE AND JANINE LETENDRE	1304 MILL AVE	BRAINERD, MN 56401	091360010030009	1304 MILL AVE	CITATION	125.00
NUSBAUM, BERNIE PAUL	1215 7TH AVE NE	BRAINERD, MN 56401	091720020040009	1215 7TH AVE NE	CITATION	125.00
DR SPODEN INVESTMENTS LLC	10935 GULL RIVER RD	EAST GULL LAKE, MN 56401	09174005017Z009	1310 OAK ST	CITATION	125.00
TAX FORFEITED	326 LAUREL ST	BRAINERD, MN 56401	NUMEROUS PROPERTIES		CITATIONS	585.00
TOTAL						1,960.00



Brainerd City Council Agenda Request

8A

Agenda Item #

Requested Meeting Date: October 17, 2016

Title of Item: First Reading of Proposed Ordinance No. 1462 - Amending the Liquor Zone Map

☐ 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	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 5-15 Minutes
Summary of Issue: Amend the Liquor Zone Map to permit a suite in the Franklin Art Center "west wing" to be repurposed for a "nano" brewery and taproom. See attached memo for information about the amendment. Also attached is the information submitted by the applicants for the Conditional Use Permit. It provides information about the use and its operation.	
Alternatives, Options, Effects on Others/Comments: Approve 1st Ordinance reading. Deny 1st Ordinance reading.	
Recommended Action/Motion: Moved and seconded by aldermen _____ and _____ to hold (OR DENY) the first reading of proposed ordinance no. 1462 - an ordinance amending section 1200.21 of the Brainerd City Code pertaining to On-Sale Liquor Zones and License Limitations.	
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 <u>Please Explain:</u>	

MEMO

TO: Mayor and City Council

FROM: Mark Ostgarden, City Planner

DATE: October 12, 2016

RE: Liquor Zone Map Amendment Request – Portion of the Franklin Art Center

Proposal

A Conditional Use Permit application for the Local Artisan Brewery (and taproom) at the Franklin Art Center (FAC) has been submitted. Jesse and Jessica Bleichner, 19419 Spencer Road, Brainerd, MN 56401 are proposing to repurpose a 24' x 66' (1,580) sq. ft. - 1st floor suite in the building's west wing. To permit the business the Liquor Zone Map needs to be amended as the FAC is not in a liquor zone.

Attached is the current Liquor Zone Map and information submitted by the Bleichners for the Conditional Use Permit. The applicants will be at the October 17th meeting.

Amending the Liquor Zone Map

The City's Liquor Zone Map should not be confused with the zones associated with the City Zoning Map. Consider the liquor zones as a type of Overlay District. Liquor zones were established many years ago as a way to control where city bars are located. If a property is within a liquor zone boundary and the City's zoning allows the use, it has the potential for a liquor license to be issued.

Attached are 2 Liquor Zone Maps. One identifies liquor zones in the community with the FAC proposed amendment area; the other shows the location of that portion of the FAC being considered as a Liquor Zone. The west wing of the FAC is located in B-2 (Neighborhood Business) District. The B-2 District was one of several zoning districts amended to permit breweries and taprooms.

Amending the Liquor Zones Map requires 2 Ordinance readings, attached for consideration is an Ordinance for 1st reading.

**ORDINANCE
NO. 1462**

**AN ORDINANCE AMENDING SECTION 1200.21
OF THE BRAINERD CITY CODE PERTAINING TO
ON-SALE LIQUOR ZONES AND LICENSE LIMITATIONS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 1200.21 of the Brainerd City Code pertaining to on-sale liquor zones and license limitations be amended by adding the following:

“The West ½ of lots 13 thru 15, Block 82, First Addition to the Town of Brainerd, and the south 10 feet of the adjacent vacated Juniper Street”

SECTION TWO: All other provisions of Section 1200 shall remain in full force and effect.

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

Adopted this ____ day of _____, 2016

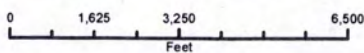
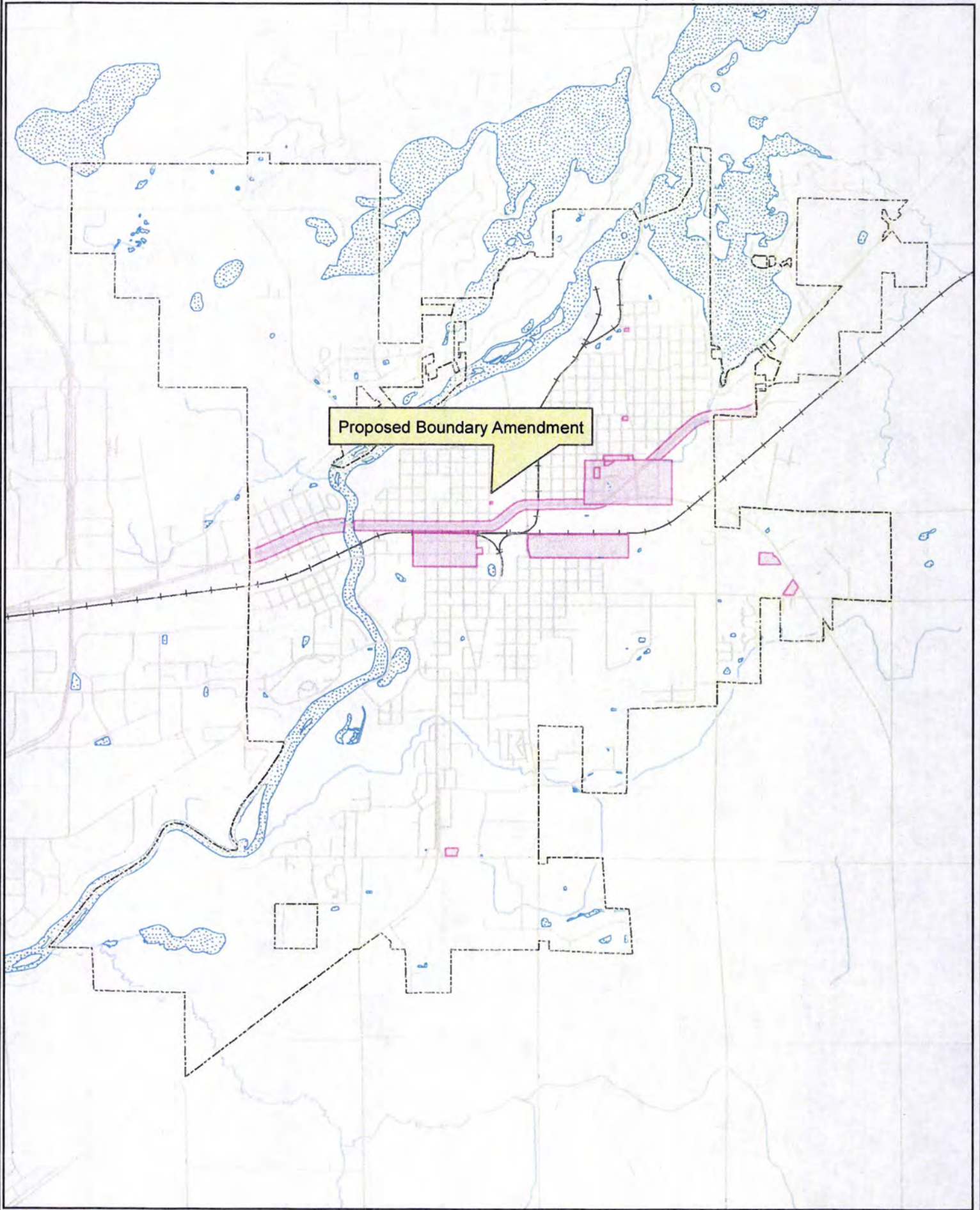
GARY SCHEELER
President of the Council

Approved this ____ day of _____, 2016

EDWIN L. MENK
Acting Mayor

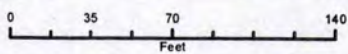
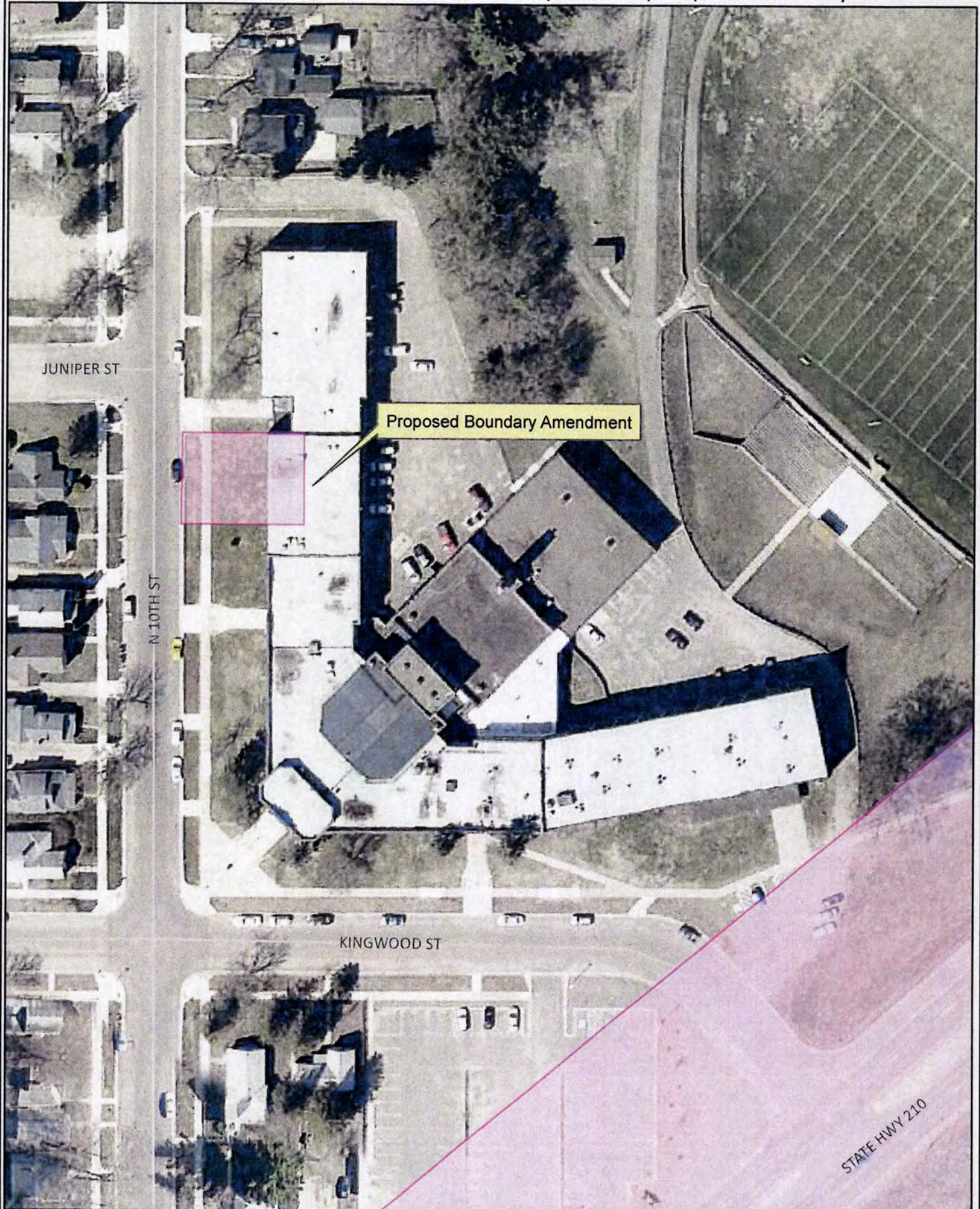
ATTEST: _____
JAMES M. THOREEN
City Administrator

Published:



This map is intended for reference purposes only and is not a legally recorded map nor survey. The City of Brainerd shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.

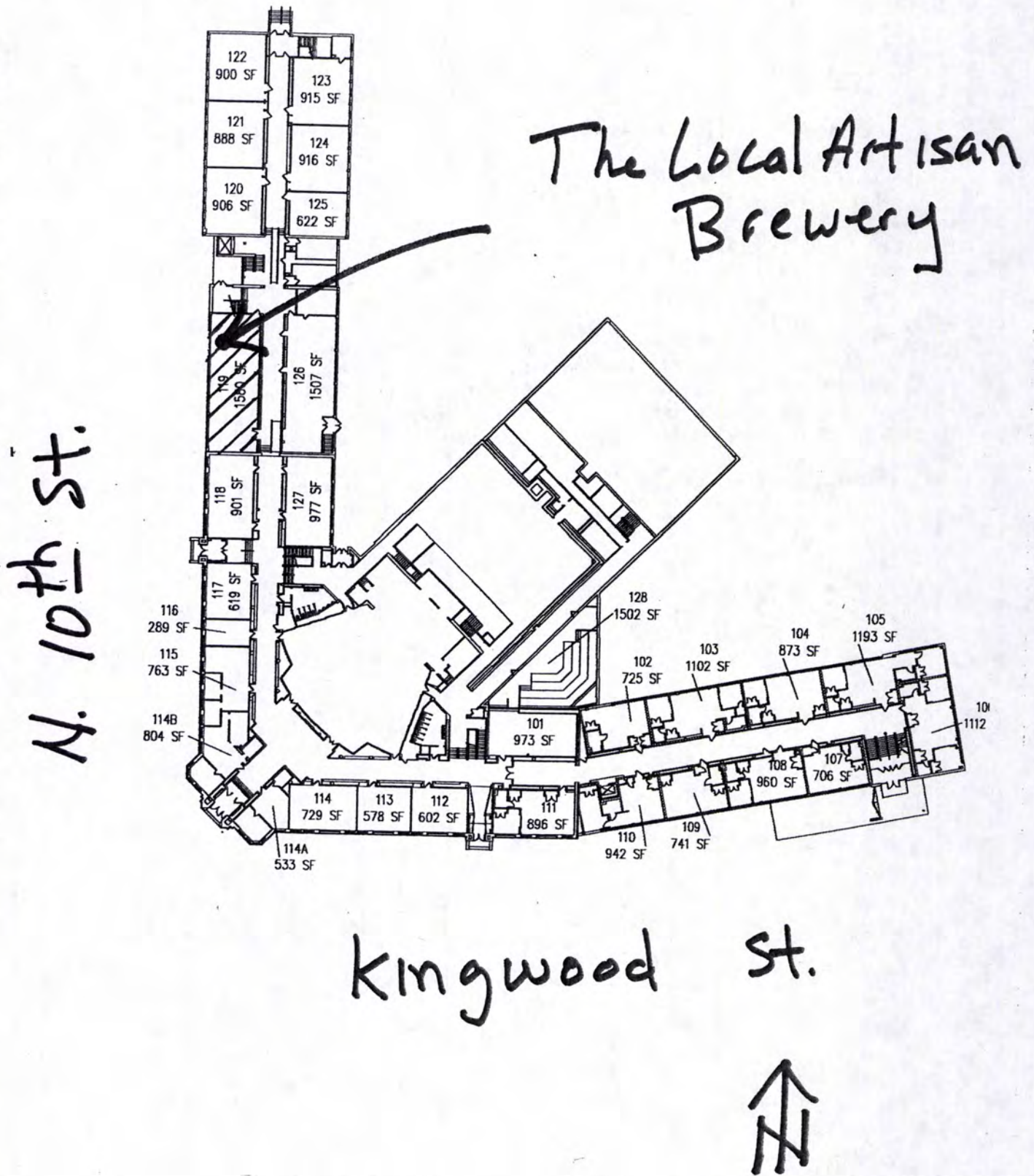




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FRANKLIN FIRST FLOOR PLAN



The Local Artisan Brewery, aka The Lab
Attn: Jessica Bleichner
1001 Kingwood St, Suite 119
Brainerd, MN 56401

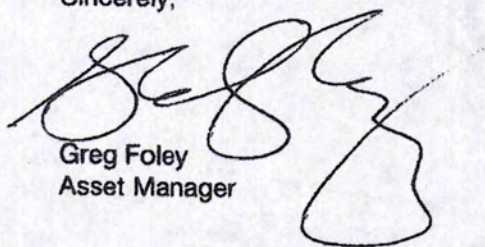
September 15, 2016

Hi Jessica,

Artspace Brainerd Limited Partnership, doing business as Franklin Arts Center, at 1001 Kingwood Street, Brainerd, is entering into a lease agreement with The Local Artisan Brewery, also known as the LAB. We understand that the LAB will be conducting business as a brewpub, and according to the terms of the lease and its renewals, you will be conducting business at the Franklin Arts Center at least until August 31, 2027.

Artspace Brainerd Limited Partnership consents and grants The Local Artisan Brewery permission to conduct and operate its business as agreed upon within the lease.

Sincerely,



Greg Foley
Asset Manager

The Local Artisan Brewery
Franklin Arts Center
1001 Kingwood St, Suite 119
Brainerd, MN 56401

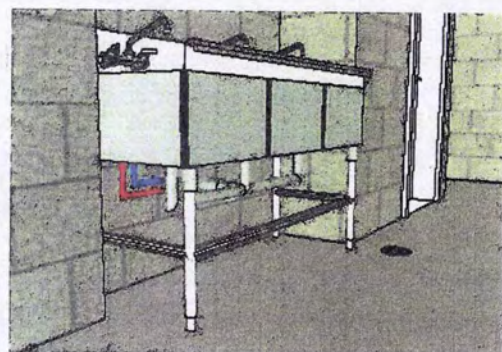
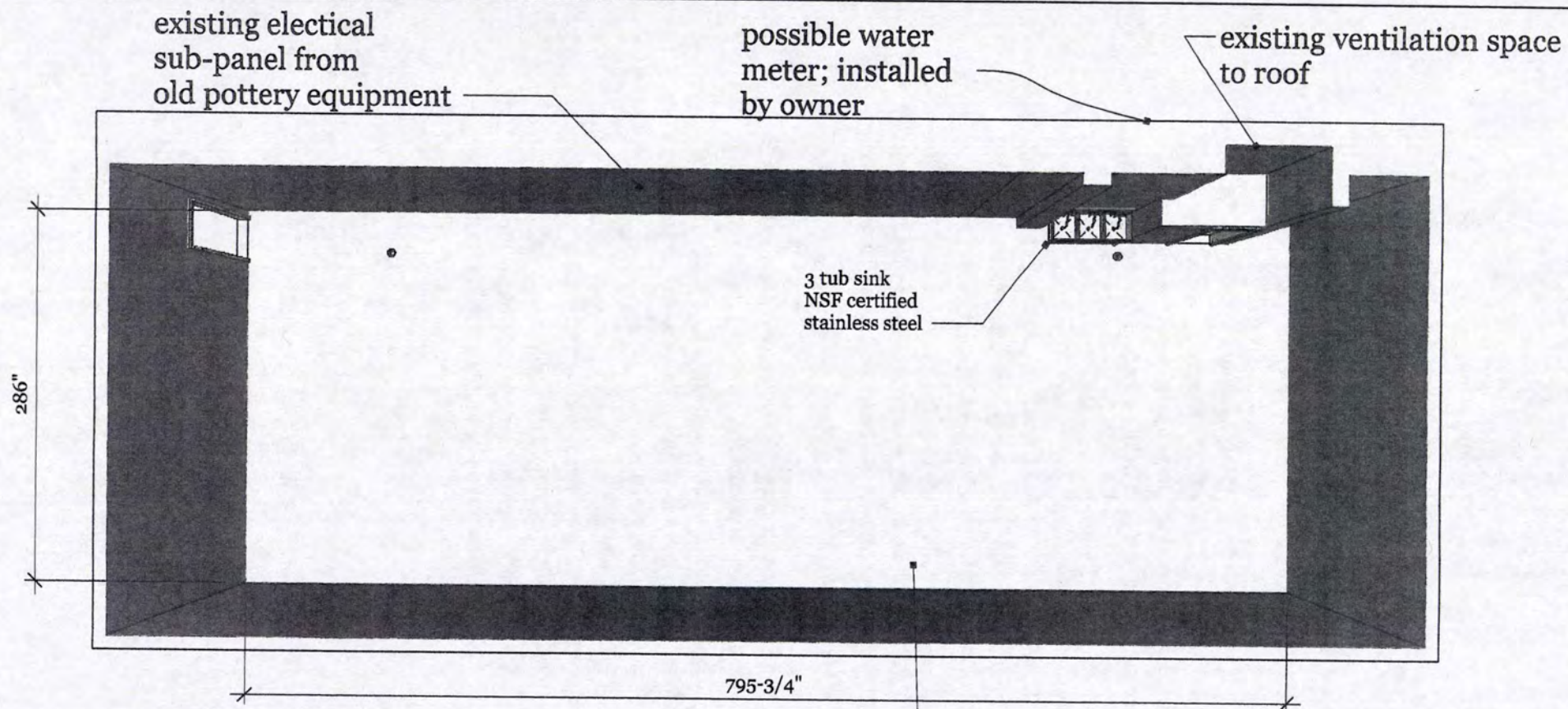
Business Description

The LAB will be a new, arts themed small batch brewery & taproom located in the Franklin Arts Center (FAC). There will be opportunities to watch various performing arts & music, view the evolving gallery, and create your own art in a former pottery room turned into a taproom. Craft beer, kombucha, & made from scratch soda and teas will be available for on sale consumption. Growlers will be available for Off Sale.

We shall strive to be as eco-friendly as possible. We will facilitate this by minimizing the amount of plastic & paper products we use, recycling or repurposing everything possible, repurposing the spent grains and yeasts from our production process, using minimal chemical cleansers, sourcing locally made furniture & decor, and operating our brewing days in the most efficient way possible to conserve electricity and water. Most ingredients will be locally sourced, reducing food miles and allowing energy savings on fuel for transportation. Our snacks will be locally made from our spent grains, along with offering MN Grown Popcorn.

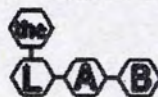
The narrow entrances to the building will require a smaller sized, 2BBL electric brewhouse to be installed. An electric brewhouse will allow for the potential of running on solar power in the future. Our goal is to produce an evolving variety of beers and fermented beverages, utilizing as many locally sourced ingredients as possible. We will utilize base malts from the following companies Rahr (MN) and Briess (WI) to make this model financially possible.

The ongoing events hosted in the FAC, affordable rent (with a reduced rent clause for the first 6 months of startup), existing infrastructure, tourism, and local neighborhood will be integral to our success. As we grow, there is room for expansion within the FAC. There is currently room for additional storage capacity throughout the building. There are other industrial areas nearby if we choose to expand production in the future.



Existing drain pipe, and other HVAC running below floor in access tunnel to provide drainage for floor drains, and possible future HVAC equipment.

FRANKLIN ART CENTER
BRAINERD, MN
Existing mechanical/electrical
RM #119

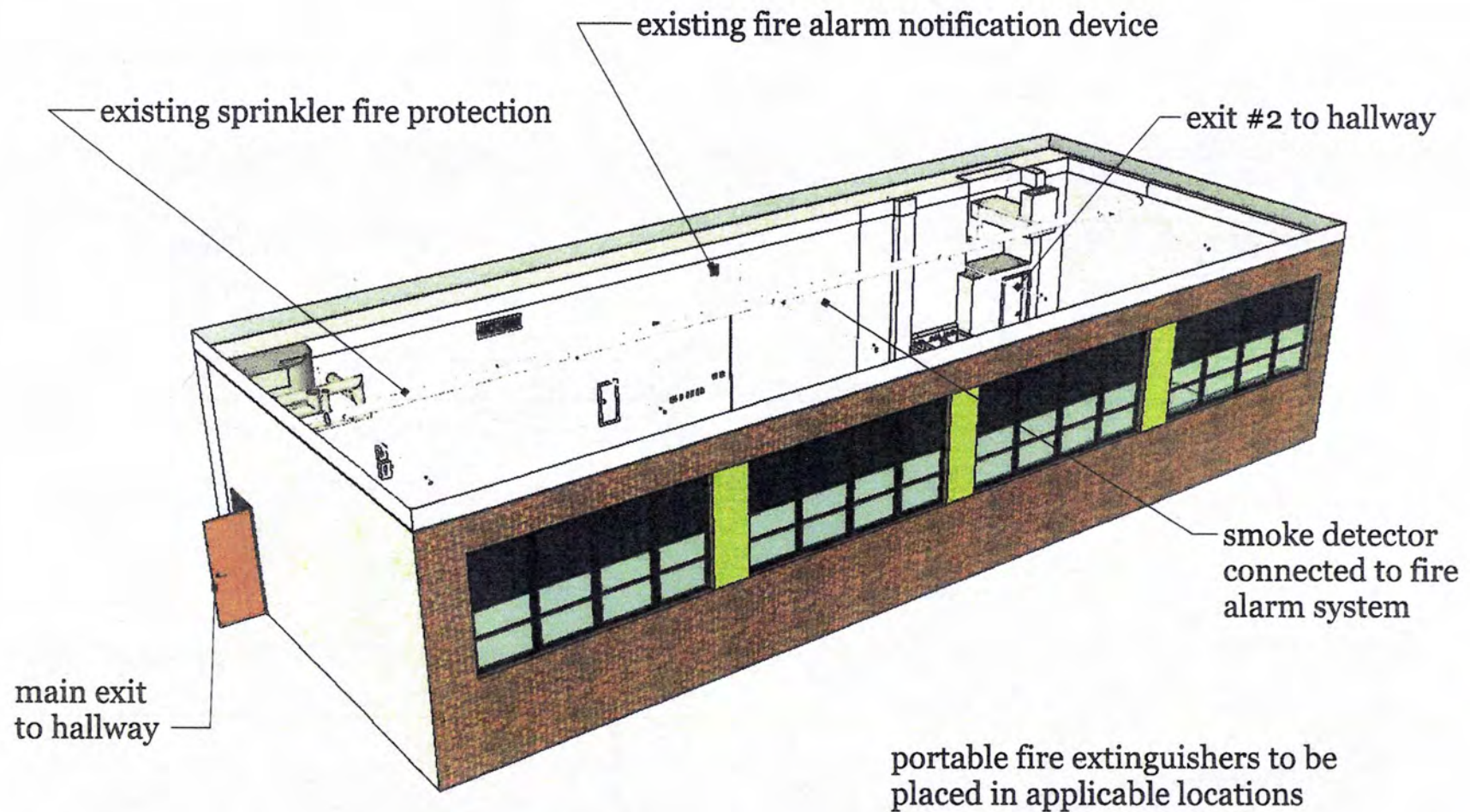


The Local Artisan Brewery

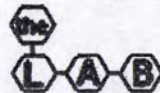
REVISIONS

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A 01



FRANKLIN ART CENTER
BRAINERD, MN
Fire Protection Systems
RM# 119

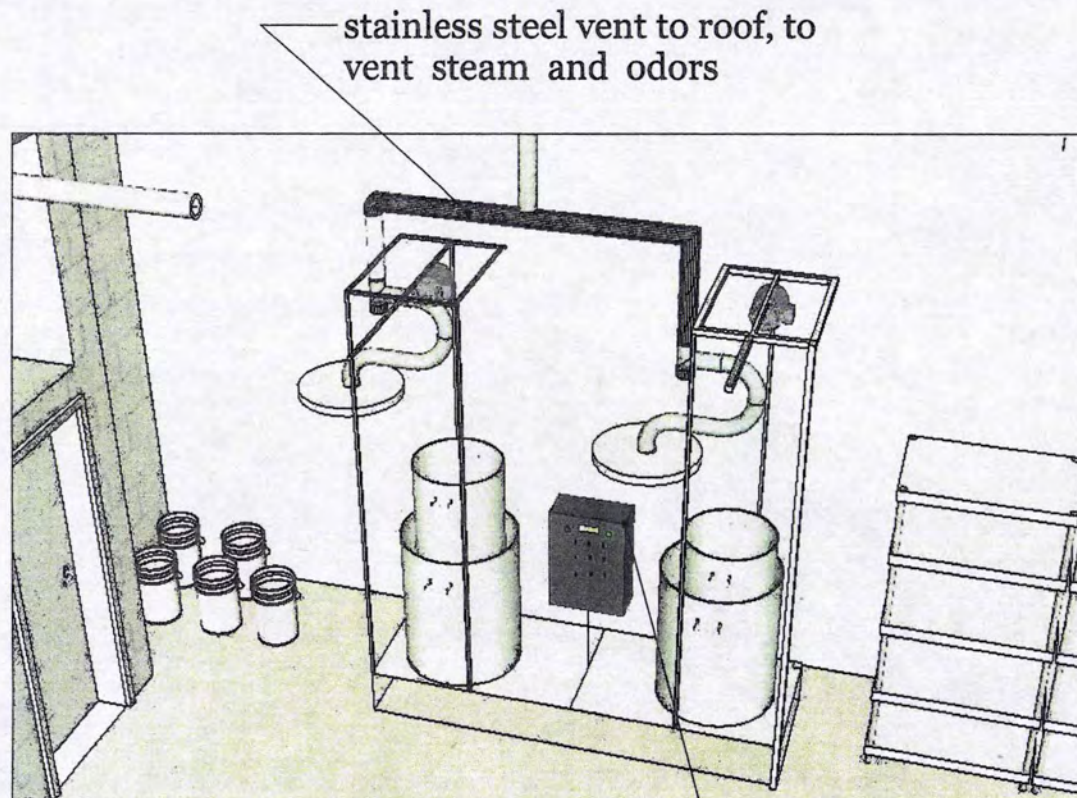


The Local Artisan Brewery

REVISIONS

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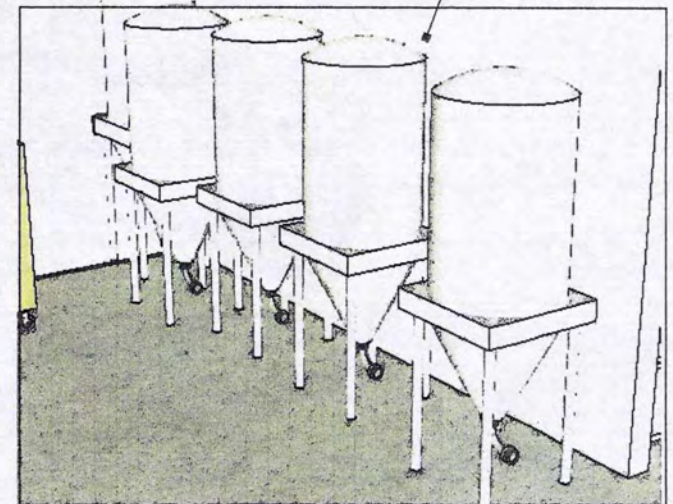
A 02



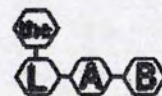
stainless steel vent to roof, to
vent steam and odors

electrically controlled and
heated brewing system

stainless steel
fermenting tanks



FRANKLIN ART CENTER
BRAINERD, MN
Brewhouse equipment
RM# 119

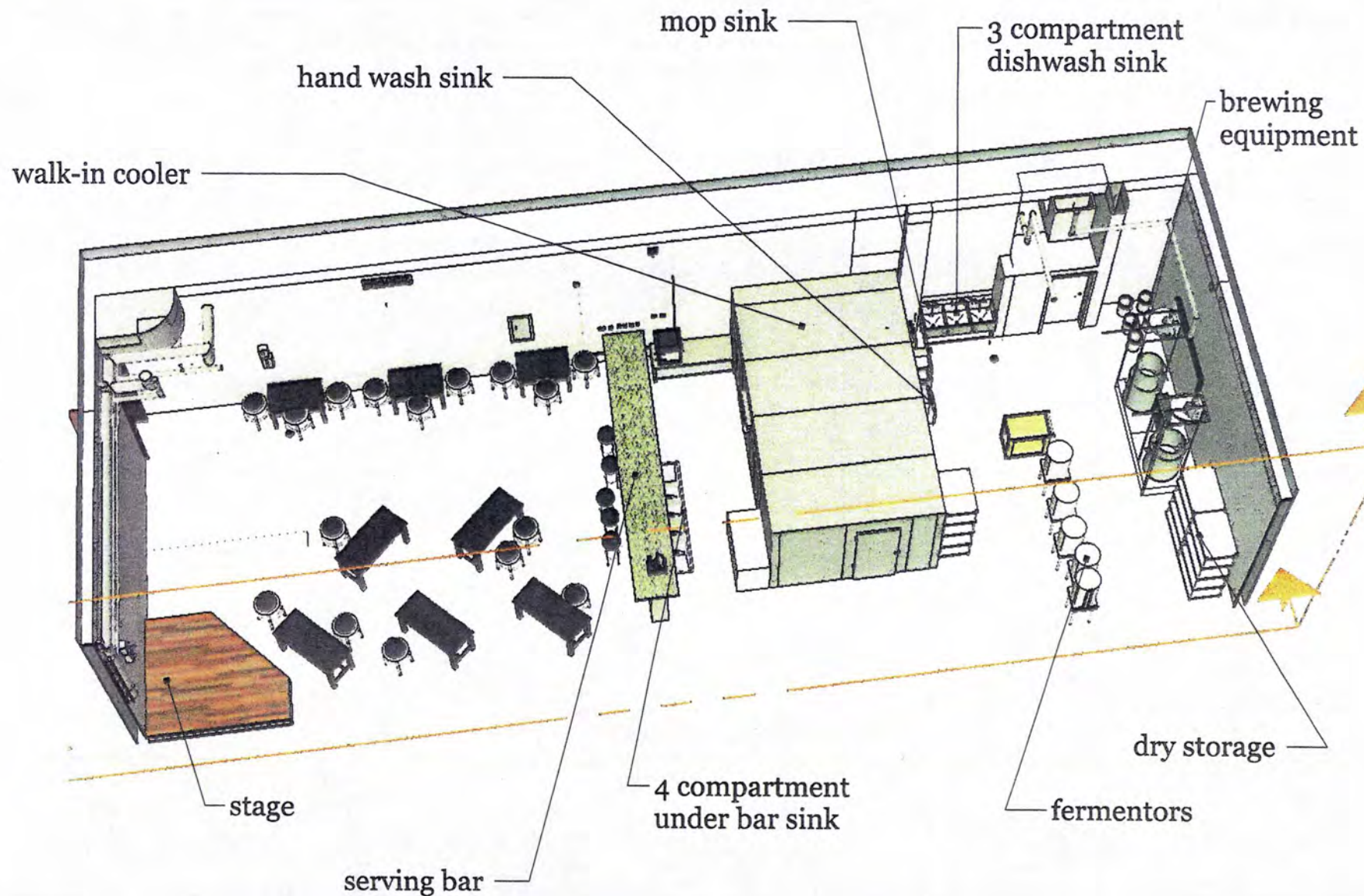


The Local Artisan Brewery

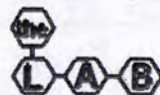
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A 03



FRANKLIN ART CENTER
BRAINERD, MN
concept floor plan
RM# 119



The Local Artisan Brewery

REVISIONS

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5	--/--/----	...

A 04

Mark Ostgarden

From: davidpueringer@gmail.com on behalf of David Pueringer
<davep@pueringerinvestments.com>
Sent: Wednesday, October 12, 2016 12:32 PM
To: Gary Scheeler; Mark Ostgarden; Mary Koep; elmenk@brainerd.net
Subject: Brewery and bar in the Franklin Arts Center

Please be sure the other members of the Brainerd City Council receive this letter prior to the meeting on Wednesday Oct 19 to consider a Special Use Permit.

Dear Sirs:

I wish to express my opposition to a proposed Special Use Permit allowing a brewery and bar in the non taxpaying government center in the middle of a residential neighborhood i.e. the Franklin Art Center.

This is a residential neighborhood. I have several homes with children across the street, and within three blocks of this building. This endangers these children, and it is entirely counter and opposed to the current zoning ordinance. I don't want a bar in the residential community. It harms the real estate values, and is not intelligent planning. It also endangers our neighborhoods by promoting drunk driving in a residential area. There are children everywhere. Young people also use this art center, and exposure to drunken or impaired adults is not a proper mix,

A bar is not in any way promoting art, and is not in conjunction with what this building was given to this non profit group to promote. **ALCOHOL IS NOT ART!**

There are apartments in this building, as it is residential itself.

We have several commercial buildings in the downtown area within the liquor zone, that are empty, and are zoned for this type of business. Almost 50% of downtown stores are now empty, and to put this bar into a tax free government supported entity is totally counter productive to helping revitalize the downtown. Downtown pays the taxes to support the Franklin Art Center. It is also easier to police.

It is not fair to the other bars that pay taxes on the buildings they own or rent. **Our government should not be in the business of competing with taxpayers or endangering our residential neighborhoods.**

Please vote no on this.

Sincerely,

David Pueringer