

CITY COUNCIL AGENDA

Brainerd, Minnesota

November 21, 2016

7:30 P.M.

Brainerd City Hall

Council Chambers

_____ M. Koep
_____ D. Pritschet
_____ K. Bevans
_____ G. Johnson
_____ C. Borkenhagen
_____ S. Hilgart
_____ 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 November 7, 2016 and the Special Meeting held on November 15, 2016, as distributed

B. Department Activity Reports – (See Attachments)

1. Police Chief
2. Finance Director

C. Fire Department – The Compliance Engine Contract

6. Presentation: Brainerd Toastmasters – Mr. Rich Andresen

- Presentation of Proclamation for Toastmasters Month in Brainerd – Mayor Menk

7. Council Committee Reports

A. Safety and Public Works Committee Report

- 1. Improvement 16-06 – Total Project Cost Overrun**
- 2. Sign Request – 205 1st Avenue NE**

3. Eric Nordstrom – Traffic Concerns

4. Street Closure/Special Event Application – “Homeless Heroes 5K, 1 Mile and All Veterans Expo”

B. Personnel and Finance Committee Report

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

General Fund to Public Safety Fund	\$310,000
General Fund to Park Fund	\$ 60,000
General Fund to Street & Sewer Fund	\$ 75,000
General Fund to Airport Fund	\$ 12,960
	<u>\$457,960</u>

Contractor	IMP #	Project	Amount	Total Retained
Anderson Bros. Const.	16-06	Sanitary Swr Blck 46-Final	\$1,077	\$0
Braun Intertec	14-15	Arpt Util Ext Thru 10/21	\$2,548	\$0
Tom's Backhoe	14-15	Arpt Util Ext thru 10/31	\$1,275,528.71	\$67,133

2. Deferred Assessment Criteria – Held Over from November 7, 2016

3. Resignation of Police Officer Campbell

4. Sale of Fire Engine #1

5. Sale of Fire Department Hovercraft

6. Muriel West Fee Appeal Follow-up

7. Budget Process

8. Preliminary Discussion of Potential Bonding Requests

9. 2016 Audit Services – Engagement Letter

10. Employee Meal Reimbursement Policy

8. Unfinished Business

A. City of Brainerd Petition – Concurrent Detachment/Annexation of Wastewater Treatment Facility and Surrounding Property

B. Call for Applicants:

PLEASE NOTE: THIS INCLUDES ANY EXPIRING TERMS UP FOR REAPPOINTMENT – ALL CURRENT MEMBERS ARE REQUIRED TO REAPPLY

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

Cable TV Advisory Committee – 2 terms (Expire 2019)
Charter Commission – 2 terms (Expire 2020)
Housing and Redevelopment Authority (HRA) – 1 term (Expires 2021)
Public Utilities Commission – 1 term (Expires 2021)
Transportation Advisory Committee – 2 terms (Expire 2018)
Rental Dwelling Board of Appeals – 5 terms (see below) – (Expire 2018)
 1. *Residential Property Manager Representatives (2)*
 2. *Residential Rental Housing Advocate Representative (1)*
 3. *Tenant Representative (1)*
 4. *General Public Representative (1)*

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

Airport Commission – 1 term (Expires 2019)
Planning Commission – 3 terms (Expire 2019)
Police & Fire Civil Service Commission – 1 term (Expires 2019)

9. Planning Commission

A. Conditional Use Permit – City of Brainerd on Behalf of Brainerd Public Utilities, 8027 Highland Scenic Road, Baxter, MN for RipRap Steep Slope Stabilization at the Hydroelectric Dam, 1801 Mill Avenue, Brainerd, MN

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

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

12. Council Member Reports

13. Adjourn – To Closed Session Pursuant to M.S. 13D.03 to Discuss Union Negotiation Strategies

NOTE: Safety and Public Works Committee will meet at 7:10 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 Veterans Outpatient Clinic

The Chair welcomed Ms. Nicole Finnegan from the Brainerd Veterans Outpatient Clinic, who discussed the many services offered by the facility including general healthcare, podiatry, x-ray, laboratory, mental health, audiology and nutritional therapy. She stated that there are two pharmacists on hand to provide medication information and dispense pharmacy packs and that tele-health and "video health" devices make home health monitoring possible. Ms. Finnegan stated that the clinic uses a Patient Aligned Care Team (PACT) model to determine what works best for each patient and that various classes and support groups are available. In closing, she stated that the facility feels honored to be providing all of these services to the area Veterans. She answered questions of the Council and the Chair thanked her for her presentation.

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: Koep, Pritschet, Bevans, Johnson, Borkenhagen, Hilgart and Scheeler. Mayor Menk was also noted as present.

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

City Administrator Thoreen stated that if there is anyone in the audience for a Public Hearing relating to the proposed liquor zone amendment to allow a brewery in the Franklin Arts Center they will be allowed to speak; however, the Public Hearing required for the final reading and adoption proposed Ordinance No. 1462 has been postponed to the November 21, 2016 City Council meeting. The Planning Commission will hold a continued Public Hearing at their November 16, 2016 meeting which starts at 6:00 P.M. It appeared that no one was in attendance to address this issue.

NOTE: The request for a liquor zone amendment was later withdrawn negating the need for the aforementioned Public Hearings.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT THE CONSENT CALENDAR AS PRESENTED.

A. Approval of the Minutes of the Regular Meeting held on October 17, 2016 and the Special Meeting held on October 25, 2016, as distributed – Approved

B. Approval of Licenses – Approved

1. Contractor's Licenses – 2 – New
2. Contractor's Licenses – 4 – Renewals
3. Taxicab Certificate – 1 – New:
Ronnie Schnichels dba Grab-A-Cab, LLC
421 ½ S 9th Street, Brainerd MN 56401

C. Department Activity Reports – Approved

1. Fire Chief
2. Park Director
3. City Administrator

D. Minnesota Lawful Gambling Application for Exempt Permit – Submitted by the Brainerd Amateur Hockey Association for a Raffle to be held on February 9, 2017 at Essentia Health Sports Center, 502 Jackson Street, Brainerd – Approved

E. Minnesota Lawful Gambling Application for Exempt Permit – Submitted by Knights of Columbus Council 1491 for Bingo Events to be held on February 2, 9, 16, and 23 of 2017 at St. Francis Church, 404 9th Street N, Brainerd – Approved

F. Minnesota Lawful Gambling Application to Conduct Excluded Bingo – Submitted by St. Andrew's Council of Catholic Women for a Bingo Event to be held on November 19, 2016 at St. Andrew's Catholic Church, 1108 Willow Street, Brainerd – Approved

G. Minnesota Lawful Gambling Application for Exempt Permit – Submitted by Central Lakes College Foundation for a Raffle to be held on February 22, 2017 at 501 West College Drive, Brainerd – Approved

H. Fire Department – Authorize Application for a Vehicle Acquisition Grant through AFG Program – Approved

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

Council Committee Reports

Safety and Public Works Committee

Tax Forfeit Parcels – Proceed with Staff Recommendation for Tract Numbers 82-16, 83-16, 84-16 and 85-16 – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO PROCEED WITH THE FOLLOWING ACTIONS BASED ON STAFF RECOMMENDATION:

- TRACT #82-16 – 808 QUINCE – CONCUR WITH NON-CONSERVATION CLASSIFICATION – RECERTIFY ASSESSMENT OF \$2,685.73
- TRACT #83-16 – I STREET R/W – HOLD IN CONSERVATION STATUS
- TRACT #84-16 – NORWOOD POND – HOLD IN CONSERVATION STATUS
- TRACT #85-16 – MARY STREET – CONCUR WITH NON-CONSERVATION CLASSIFICATION AND OFFER FOR SALE

Improvement 16-06 – Sewer Redirects on Blocks 46 and 48 – Authorize Additional \$2,830 Payment to Tim Thompson Plumbing – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO APPROVE AN ADDITIONAL \$2,830 PAYMENT TO TIM THOMPSON PLUMBING FOR REDIRECTING THE ADDITIONAL SEWER SERVICE FROM THE WASHINGTON STREET SANITARY SEWER TO THE SEWERS LOCATED IN THE ALLEYS NORTH OF WASHINGTON STREET.

Improvement 13-04 – Dead Tree at 1414 13th Avenue NE – Authorize Staff to Solicit Quotes and Proceed with Lowest Bidder for Removal – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO AUTHORIZE STAFF TO SOLICIT QUOTES AND PROCEED WITH THE LOWEST BIDDER TO REMOVE THE DEAD TREE AT 1414 13TH AVENUE NE.

Street Closure/Special Event Application – Authorize the “Gnome for the Holiday” Event to be held on Saturday, November 26, 2016 from 12:00 P.M. to 6:00 P.M. in Downtown Brainerd Subject to Staff Requirements for Fire and Parks Department Coordination and Approval – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO APPROVE THE STREET CLOSURE/SPECIAL EVENT APPLICATION FOR THE “GNOME FOR THE HOLIDAY” EVENT TO BE HELD ON SATURDAY, NOVEMBER 26, 2016 FROM 12:00 P.M. TO 6:00 P.M. IN DOWNTOWN BRAINERD SUBJECT TO THE SANTA ARRIVAL AND BONFIRE BEING COORDINATED WITH AND APPROVED BY THE FIRE CHIEF AND THE CHRISTMAS TREE LIGHTING BEING COORDINATED WITH THE PARKS DEPARTMENT.

2016-2017 Downtown Snow Removal Bids – Accept Bid from Tom’s Backhoe – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO ACCEPT THE BID FROM TOM’S BACKHOE FOR THE 2016-2017 DOWNTOWN SNOW REMOVAL BIDS.

Improvement 15-11 – ‘O’ Street Sanitary Sewer Interceptor Replacement Project – Accept Overrun of Total Project Cost of \$7,145.65 and Authorize Final Payment to DeChantal Excavating for a Total Project Cost of \$56,067.15 for Improvement 15-11 – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO ACCEPT THE OVERRUN OF TOTAL PROJECT COST OF \$7,145.65 AND AUTHORIZE THE FINAL PAYMENT TO DECHANTAL EXCAVATING FOR A TOTAL PROJECT COST OF \$56,067.15 FOR IMPROVEMENT 15-11 – ‘O’ STREET SANITARY SEWER INTERCEPTOR REPLACEMENT PROJECT.

Resolution No. 53:16 Adopted – A Resolution for the Advancement of State Aid Street Funds for 2017 Municipal Projects in the City of Brainerd

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT RESOLUTION NO. 53:16 – ADVANCEMENT OF STATE AID STREET FUNDS FOR 2017 MUNICIPAL PROJECTS IN THE CITY OF BRAINERD.

RESOLUTION NO. 53:16

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

Walkable Bikeable Committee Non-Motorized Transportation Plan – Informational

Committee Chair Bevans called the Council’s attention to the City of Brainerd Non-Motorized Transportation Plan which was distributed to them prior to tonight’s meeting. He asked that the Council Members please read through the plan which includes some funding options in order to be prepared for the Walkable Bikeable City Committee’s presentation at the December 5, 2016 City Council Meeting.

Signs in the Right-of-Way – Informational

Committee Chair Bevans reported that the issue of signs being placed in and removed from the City Right-of-Way will not be discussed at Committee level until after January based on there not being enough time to make any changes prior to tomorrow’s election.

Tree Removal Concern – 407 N 1st Street, Brainerd – Informational

Committee Chair Bevans reported that the City Engineer has assured Committee that a citizen complaint and concern over responsibility for the removal of a distressed tree has been handled. He stated that the tree is located in the Right-of-Way at 407 N 1st Street and that the adjacent property owner is responsible for removal and all costs associated with the removal.

Personnel and Finance Committee

Approval of Bills & Payments to Contractors – Approved

Contractor	IMP #	Project	Amount	Total Retained
CWC Hwy Dept	16-02	College Drive Striping	\$5,769	\$0
Tim Thompson Plmbg	16-06	San Sewer Block 46	\$21,330	\$0
Anderson Brothers	16-06	San Sewer Block 46	\$95,054	\$960
DeChantel Excavating	15-11	O Street Interceptor	\$56,067	\$0

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

Discussion was held on the overage on the amount budgeted for Improvement 16-06.

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

Fire Department – Muriel West Fine Review – Send Letter to Insurance Company Requesting Payment for the Extrication Service on August 17, 2015; Further, Request that Staff Complete a Cost Comparison with Other Cities for the Extrication Service Cost – Approved

Committee Chair Koep reported that the policy relating to extrication fees has been amended following this situation to allow for addressing appeals to the charges for the service. She stated that the “appropriateness” of the fee for this service was discussed at Committee level as well as setting precedence.

Committee Member Pritschet stated that if the City receives a letter from the insurance company stating they refuse to pay the fee the City can then consider a payment plan.

MOVED AND SECONDED BY ALDERMEN KOEP AND PRITSCHET, DULY CARRIED, TO SEND A LETTER TO MS. MURIEL WEST’S INSURANCE COMPANY TO REQUEST PAYMENT FOR THE EXTRICATION SERVICES PERFORMED BY THE CITY OF BRAINERD ON AUGUST 17, 2016; FURTHER, TO REQUEST THAT STAFF COMPLETE A COST COMPARISON WITH OTHER CITIES FOR THE EXTRICATION SERVICE COST.

Deferred Assessment Criteria Review – Held Over

Meal Reimbursement Rates – Direct Staff to Prepare an Employee Policy Allowing Up To \$47 “Per Day” for Full Day Events and Separate “Per Meal” Amounts of \$10/\$14/\$23 for Breakfast, Lunch and Dinner, Respectively, for Partial Day Events – Approved

MOVED AND SECONDED BY ALDERMEN KOEP AND PRITSCHET, DULY CARRIED, TO DIRECT STAFF TO PREPARE A MEAL REIMBURSEMENT RATE EMPLOYEE POLICY IDENTIFYING THE FOLLOWING LIMITS: UP TO \$47 “PER DAY” FOR FULL DAY EVENTS AND UP TO \$10/\$14/\$23 FOR BREAKFAST, LUNCH AND DINNER, RESPECTIVELY, FOR PARTIAL DAY EVENTS.

Estimated Market Value Update – Informational

An “Estimated Market Values Less Personal Property” report showing an increase in Residential values and a decrease in Commercial values was included in the Packet.

Unfinished Business

Call for Applicants – Informational:

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

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

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

Ad Hoc Walkable Bikeable City Committee

New Business

NJPA Annual Board Election; Opportunity to Nominate

City Administrator Thoreen directed the Council's attention to the NJPA Board of Directors Nomination form and information in the Packet.

Canvass of 2016 General Election Results – Special Meeting set for Tuesday, November 15, 2016 at 12:00 P.M. in the City Hall Council Chambers

Public Forum

Ms. Nancy Williams, 704 Laurel Street, Brainerd, passed out "Gnome for the Holiday" flyers.

Staff Reports – None.

Council Member Reports

Alderman Koep requested information on a letter sent to the Brainerd Dispatch by Brainerd Public Utilities relating to the annexation of their property.

Council President Scheeler stated that this item will most likely be on the next Council meeting.

Council Member Pritschet wished the deer hunters good luck and safe hunting.

Mayor Menk stated that he was honored to attend and distribute awards to honorees at the Distinguished Service Awards. He also thanked Council Members, staff and citizens for their help with re-lamping downtown Christmas decorations.

Adjourn – To Closed Session Pursuant to M.S. 13D.03 for Labor Negotiation Strategy and to the Canvass of General Election Results – 8:06 P.M.

The Council reconvened into open session at 9:00 P.M.

Adjourn – To Special Meeting to be held on Tuesday, November 15, 2016 at 12:00 P.M. for the purpose of Canvassing the 2016 General Election Results.

The Chair adjourned the meeting at 9:02 P.M.

James M. Thoreen
City Administrator

**Brainerd, MN
November 15, 2016**

Pursuant to due call and notice thereof, the Special Meeting of the Brainerd City Council was called to order at 12:10 P.M. by City Administrator Thoreen.

Upon roll call, the following members were noted present: Koep, Bevans, Johnson and Borkenhagen. Members Pritschet, Hilgart, Scheeler and Mayor Menk were noted as absent. Also present were City Administrator Thoreen and Finance Director Hillman.

City Administrator Thoreen provided a recap of the number of voters and the results of the election.

MOVED AND SECONDED BY ALDERMEN KOEP AND JOHNSON, DULY CARRIED, TO ACCEPT THE RESULTS OF THE 2016 GENERAL ELECTION IN THE CITY OF BRAINERD AS PRESENTED.

Adjourn

The Chair adjourned the meeting at 12:14 P.M.

James M. Thoreen
City Administrator

**BRainerd POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston

DATE: 11-16-16

RE: Monthly Report



www.ci.brainerd.mn.us



On October 18th Baxter Police Chief Exsted and I attended the Minnesota Crime Prevention Association's Award Banquet in St. Cloud. Chief Exsted and I nominated our local Lakes Area Law Enforcement Association (LALEA) to receive the Civic Organization of the Year Award and they were selected for this recognition. We were able to keep it a surprise to the group and invited members to attend the luncheon, unknowing that they were going to receive the award.

If you are not familiar with who LALEA is and what they do for our community, they are a group of volunteers who support a wide variety of law enforcement functions. They provide support for some very important Community Policing functions for our agencies. They are the primary organizer of Christmas Shop-with-a-Cop, and they staff the Public Safety Booth at the Crow Wing County Fair providing different information each year on timely topics to our community. Along with traffic and pedestrian control support at the 4th of July and Halloween, they provide fiscal support with donations for events like the Bike Safety Clinic (bicycles for a boy & girl to attract participants) and computer tablets for a boy and girl and the fair event. We could not have the same type of events and success at these Community Policing Functions without their support. Several of the members are graduates from prior Citizen Police Academies that we have conducted and are very committed and dedicated to the mission of the group.

Domestic Violence Awareness Vigil



October was Domestic Violence awareness month. We participated in the annual vigil that the Brainerd Womens Center hosts at Kiwanis Park along the river. Area domestic violence partners read the names of those who were killed during the past year in domestic violence related incidents in Minnesota while candles are lit for each victim.



Annual Halloween Open House

On October 31st we conducted our annual Halloween Open House Safety event from 3:30 to 6:30 pm. It was a huge success this year with numbers up from last year to over 800 kids attending. This is a great picture of Officer Derek Pallansch and our pal McGruff with a trick or treater dressed up as a Police Officer. Hopefully she is a future recruit. Kids attending the event received glow-in-the-dark safety necklace and candy while adults with the children received information on car seat guidelines for kids and seatbelt safety with the sticker below.



October TZD Activity

Promoting Seatbelt and Car Seat use at our Halloween event coincided with increased enforcement shifts targeting seat belt use as part of the TZD Grant funding for October. Locally there were three enforcement saturation dates, with officers/deputies working in Brainerd, Crosby, and Pequot Lakes. They collectively made 172 traffic stops, wrote 26 Seat Belt Citations, 3 Citations for Driving After Revocation, 1 Inattentive Driving Ticket, and some arrests on outstanding warrants.

We also had extra DWI Enforcement that we normally scheduled to coincide with the Halloween weekend. It was conducted on Saturday, October 29th in the Brainerd area. There were 45 traffic stops made resulting in 3 arrests for DWI, 1 Warrant Arrest, and 1 Arrest for a 3rd Degree Controlled Substance Crime(methamphetamine possession).

October Training

POST Mandatory in-service training conducted in October included our annual Low Light & Inclement Weather firearms qualification. We utilized the Mill's Indoor-Shooting Range to conduct this training where we can turn down the lights to simulate low light shooting conditions. Officers are also required to wear a jacket and gloves as part of the mandated qualifications to demonstrate proficiency while wearing those types of garments.

In October we hosted a two-day Interview and Interrogation Training, put on by agents from the Minnesota Bureau of Criminal Apprehension on October 26th & 27th. Officers Derek Pallansch and Justin Athman attend the training from our agency along with about 25 other officers/deputies from surrounding communities. This is an excellent course which teaches interview and interrogation including suspect interviews, witness/victim interviews, verbal and non-verbal behavior, culture and gender considerations, and interviewing children.

October Police Activity

Comparing police activity for October in 2015 to October in 2016 showed some interesting similarities in our calls as illustrated below:

Call Type	2015	2016
Assaults	10	11
Disturbances	72	72
Fights	1	5
Domestic	17	18

Conduct on Premises Activity Report for October

ICR	Date Reported	Title	Address	Summary
16013450	10/02/16	Conduct on Premises	816 7 th Avenue NE	Conduct on Premises Notice Sent
16013818	10/09/16	Conduct on Premises	2315 Hillcrest Drive	Conduct on Premises Notice Sent
16014307	10/17/16	Conduct on Premises	702 South 9 th Street	Conduct on Premises Notice Sent
16014413	10/20/16	Conduct on Premises	1408 Norwood Street	Conduct on Premises Notice Sent

Monthly Police Activity

October	2016	2015
Calls	1644	1591
Citations (Inc. Parking)	285	245
Part I and Part II Crimes Reported	328 **	330

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

71 parking tickets were issued in the month of October with the following dispositions:

1	Dismissed
0	Business Validations
33	Paid in Full
0	Partial Payments Received
37	No Payment Received

Revenue Recapture Receipts:

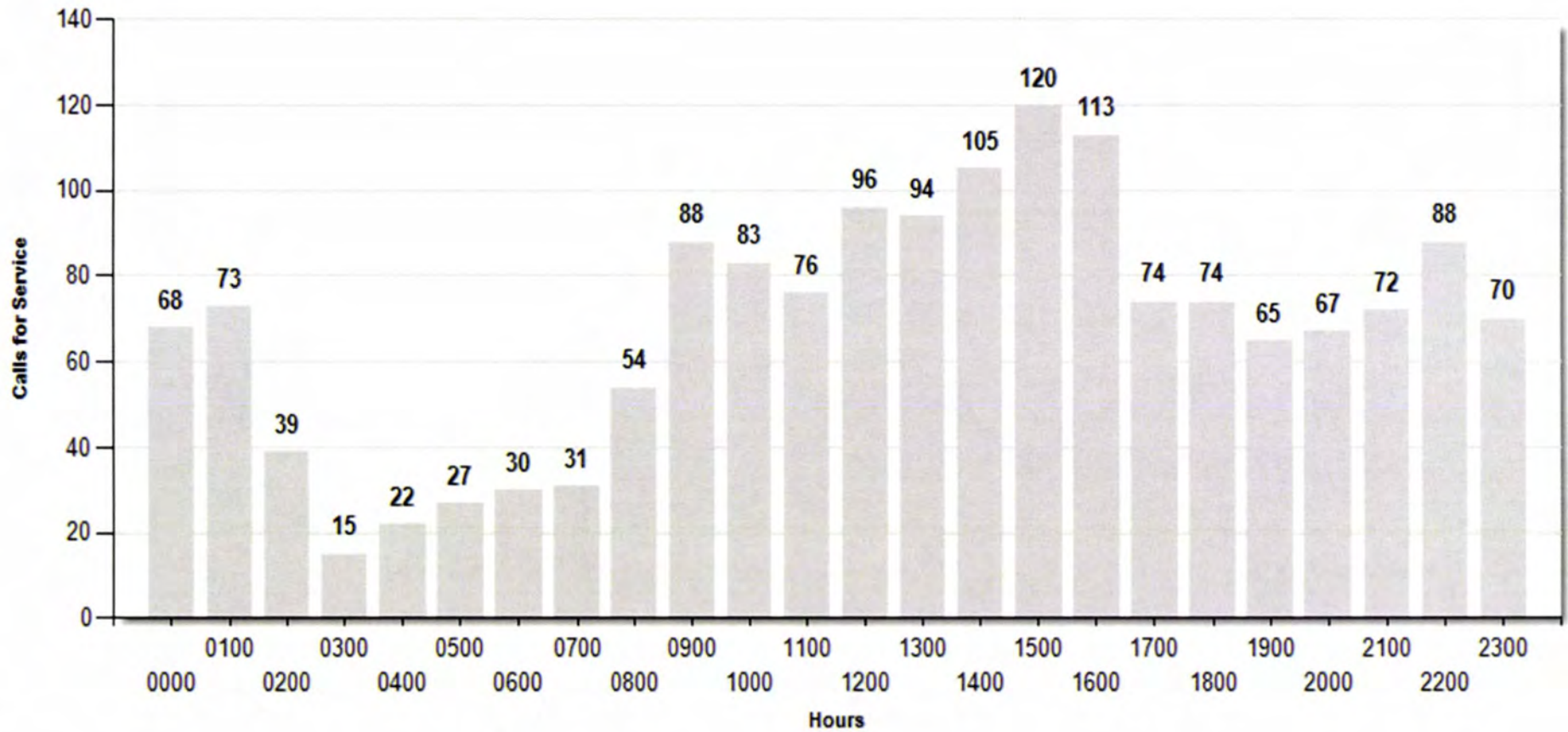
To Date: \$ 27,959.46
In 2016: \$ 4,817.65



Calls for Service Hourly

10/1/2016 to 10/31/2016

Total Calls: 1683





Brainerd City Council Agenda Request

5C
Agenda Item #

Requested Meeting Date: November 21st, 2016

Title of Item: The Compliance Engine Contract

☐ 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: Fire Chief Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: I have been working with a third party vendor, The Compliance Engine (TCE), to develop a new process for gathering information on inspections and testing of fire protection systems. The service is free to the fire department, all fees are collected by TCE from the companies doing the testing and servicing. We will have a revenue sharing program with TCE and we will receive a small portion of the fees collected to offset expenses associated with the follow-up of non-compliant systems.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize the signing of the contract with The Compliance Engine and the City of Brainerd, Fire Department.	
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>	

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

September 1, 2016

Brainerd Fire Department
23 Laurel St
Brainerd, MN 56401

Attn: Fire Chief Tim Holmes

Re: “The Compliance Engine”

Dear: Chief Holmes

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, City of Brainerd (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing December 1, 2016 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement at any time upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution plus any additional fees which Client charges in connection with the activities relating to the subject premises (the “Certification Fees”). Upon receipt of a Certification Fee, Brycer will remit to Client the amount by which such Certification Fee exceeds the amount of fees due and payable to Brycer in connection with such third party inspector’s use of the Solution, which may be amended from time to time upon the written agreement of Brycer and Client. The Certification Fee shall be determined by Client. Brycer will charge Client a processing fee of 7% for collecting Certification Fees for life safety systems on behalf of Client. Brycer will remit payment to Client on a quarterly basis.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.

- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center.** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within the **City of Brainerd Fire Department's service area** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require in writing (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: Matthew B. Tz.
Its: President

Acknowledged and Agreed to this
__ day of __, 20__:

City of Brainerd

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. Proprietary Rights. All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.
7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and

Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. To the extent allowed by law, each party (the "Indemnifying Party") will defend and indemnify the non-indemnifying party against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally

recognized overnight courier service, one business day after delivery.

17. Assignment. The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.
18. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
19. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
20. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
21. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
22. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

City of Brainerd

#6

Proclamation

WHEREAS, the vision of the Toastmasters International organization is to empower people to achieve their full potential and realize their dreams and there is one Toastmasters club in the City of Brainerd, Minnesota; and

WHEREAS, since the Toastmasters organization began in 1924, more than three million men and women have benefited from its communications and leadership programs. Members of Toastmasters benefit from improved communications skills, better meeting facilitation skills, and leadership skills. Increased self-confidence is an added dividend; and

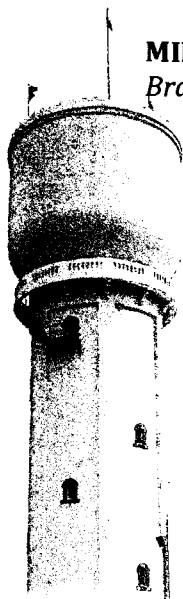
WHEREAS, meetings include both prepared and extemporaneous speaking. Speeches are evaluated emphasizing positive immediate feedback and ideas for improvement, all within a supportive environment. Members receive educational manuals from Toastmasters International which offers guidelines for speeches; and

WHEREAS, the mission of Toastmaster club is to provide a mutually supportive and positive learning environment in which every member has the opportunity to develop communication and leadership skills, which in turn foster self-confidence and personal growth; and

NOW THEREFORE I, EDWIN L. MENK, MAYOR OF THE CITY OF BRAINERD, MINNESOTA do hereby proclaim December, 2016 as TOASTMASTERS MONTH in the City of Brainerd, and call upon all citizens of this city to join us in commending this observance and celebrating the 92nd anniversary of the Toastmasters International organization.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Brainerd to be affixed this 21st day of November, 2016.

Edwin L. Menk, Mayor



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

November 21, 2016
7:10 P.M.
City Council Chambers

1. Improvement 16-06 – Total Project Cost Overrun
2. Sign Request – 205 1st Avenue NE
3. Eric Nordstrom – Traffic Concerns
4. Street Closure/Special Event Application – “Homeless Heroes 5K, 1 Mile and All Veterans Expo”



Brainerd City Council Agenda Request

SPW
1

Agenda Item #

Requested Meeting Date: 11/21/2016

Title of Item: Improvement 16-06 Total Project Cost Overrun

☐ 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: Paul Sandy	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 5 Minutes
Summary of Issue: Improvement 16-06 - Alley Block 46 Sanitary Sewer Replacement Project has been completed by the Contractor, Anderson Brothers Construction of Brainerd for a total project cost of \$96,131.60. As you may recall, the original project cost that was bid was \$93,943.87. This is a project cost overrun of \$2,187.73.	
Alternatives, Options, Effects on Others/Comments: There were some small overruns of estimated quantities that inevitably contributed to the overrun in total project cost that include bituminous pavement and 6" concrete walk. There were some minor tweaks that were done during construction to the project limits to allow for proper drainage and tie-ins to existing pavement and a some added sidewalk that was removed during construction that needed to be replaced as part of the project. These overruns are considered normal in construction as they consist of a little over 2% of total contract cost.	
Recommended Action/Motion: Staff recommends a motion accepting the overrun of total project cost of \$2,187.73 (\$1,110.62 of which was approved at the previous council meeting) and approving the final payment to Anderson Brothers Construction of Brainerd for a total contract cost of \$96,131.60.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 96,131.60 Is this budgeted? ☒ Yes ☐ No Please Explain: Project is anticipated to come out of the sanitary sewer fund.	



Brainerd City Council Agenda Request

SPW
2

Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Sign Request 205 1st Avenue

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) <i>*provide copy of published hearing notice</i> ☐ 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: minutes
Summary of Issue: We received a request for Marsha and Walter Colvin, 205 1st Avenue NE, to designate and sign a handicap parking space on the west side of 1st Avenue in front of their property. The issue is one of access. Mr. Colvin is dependant on a wheelchair for transportation and the only hard surface for accessibility to and from the house is a concrete walk to the street recently installed. There is a single on-street parking space in front of the house between their driveway and the driveway to the north.	
Alternatives, Options, Effects on Others/Comments: There are 4 rental units along the west side of the 200 block of 1st Avenue just north of the Colvins. Overflow parking from the rental units is often parked in front of the Colvin's blocking the end of the sidewalk and making transportation to medical appointments very difficult. Staff typically recommends denial of these requests due to the inability to meet ADA standards, but in this case there isn't a financially practical alternative for the Colvins and staff considers the request to be for a temporary sign for as long as needed.	
Recommended Action/Motion: Staff is recommending the designation of a handicap parking stall on the west side of 1st Avenue NE in front of 205 1st Avenue.	
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> Nominal...staff time to install a sign	



Brainerd City Council Agenda Request

SPW
3

Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Eric Nordstrom - Traffic Concerns

☐ 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: Mary Koep	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: 10 minutes
Summary of Issue: Attached is an e-mail chain which consists on an inquiry and response associated with the resurfacing of SW 4th Street back in 2013 and a recent complaint about driver behavior on SW 4th Street. Alderwomen Koep has corresponded with the complainant and requested time on the Safety and Public Works Committee for Mr. Nordstrom to inform the Committee of his concerns.	
Alternatives, Options, Effects on Others/Comments: Mr. Norstrom's email was passed along to the Police Chief who is arranging the placement of the driver speed display trailer along SW 4th Street and Laurel Street	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

Jeff Hulsether

From: Eric Norstrom <enorstrom@brainerd.net>
Sent: Monday, November 14, 2016 3:46 PM
To: Jeff Hulsether; edmenk@brainerd.net
Cc: Eric Norstrom; hilgartsue@hotmail.com; chipborkenhagen@gmail.com; gabe.r.johnson@gmail.com; marywaltk@icloud.com
Subject: Re: Improvement 13-01 SW 4th St resurfacing

Mr Hulsether.

Back in 2013 I expressed concerns about the safety on the newly improved 4th st SW.

I have not seen any additional patrols along this road. Daily, I see drivers going by at high rates of speeds while texting or other distracted driving.

Today my step daughter was pushing a stroller in the crosswalk at 4th st and Laurel, the stroller was almost hit. This could of killed my 2 grandchildren.

I can see that my concerns are ignored. I am extremely disappointed from the no response from 3 years ago. From this day forward. If ANY kid is hurt or killed, I am holding you and the city of Brainerd 100% responsible.

Eric Norstrom

Sent from my iPad

> On Mar 21, 2013, at 3:55 PM, Jeff Hulsether <jhulsether@ci.brainerd.mn.us> wrote:

>

> Eric,

>

> This question came up at the public hearing also, please let me explain about the 50%. The city's assessment policy when reconstructing or re-surfacing a street is to assess 50% of the cost associated with performing the same improvements on a typical local residential street. We know that SW 4th carries more traffic than the typical residential street, that is why it was initially constructed a little wider than a typical street and with more structure than a typical street. The costs associated with constructing the road wider than normal and with more structure than normal is a city cost and is not assessed to adjacent property owners. This policy was set up this way to create a sense of fairness and to provide that property owners on busier streets should only be assessed as if they lived on any other street in any other neighborhood throughout the city. The nice aspect of SW 4th is that the curb and gutter is still in good condition and does not need to be replaced. The typical assessments for a complete reconstruction that includes curb and gutter runs a little over \$40 per front foot, or about twice as much as a resurface.

>

> The pavements on SW 4th Street are really falling apart and were in real bad shape before the College Drive reconstruction. We had originally proposed to resurface the street before the College Drive project but then decided to wait until the year after not knowing what the traffic detour impact might be. The street was last surfaced in 1964 which makes this street 49 years old and it is among the oldest 4% of the city's street system. I think we were fortunate to get that life span out of the street and plan to get 50 to 60 years out of the project being proposed.

>

> It is difficult to predict if the average speeds will increase after the street is resurfaced. Studies generally show that the speeds stay about the same. Following the project, we can set up a radar driver feedback unit to train drivers and follow up with some enforcement. This usually gets the attention of the regulars who drive the road frequently.

>

> The assessments can be collected over 10 years to help spread out the cost, and we do have assessment deferrals available in the case of a financial hardship.

>

> Of the many assessment policies that I have seen that have been adopted by cities all over the state, I believe that Brainerd's is among the fairest and provides a good value for both the residents along all streets and the tax payers.

>

> Please let me know if you have any other questions or concerns.

>

> Jeff

>

> -----Original Message-----

> From: Eric Norstrom [mailto:ericnorstrom@icloud.com]

> Sent: Thursday, March 21, 2013 2:48 PM

> To: Jeff Hulsether

> Cc: kelly@kellysservice.biz; ChipBorkenhagen@gmail.com; bcumberland@q.com; Jesse Freihammer; Eric Norstrom

> Subject: Improvement 13-01 SW 4th St resurfacing

>

> Mr Hulsether.

>

>

> I appreciate the city improving the surface on SW 4th St. It is much needed.

> But our concern is, Why should the residents on SW 4th St pay 50% of the cost? Over 90% of the traffic comes from the college or drivers using it as a shortcut from the west to the south or vice versa. We would be giving our hard earn money to provide strangers a new smooth road to use for their shortcuts.

> A lot of the damage to this road occurred during the construction of college drive. Gravel and concrete trucks were traveling up and down our street all day, causing many new pot holes.

>

> This also brings up a concern of safety of the residents and their children. A newly surfaced road will provide speeders a new challenge. There will be no pot holes to slow them down. I have seen many children and pets run in front of fast moving cars. I could only imagine the worst. Thank god no children have been hurt so far.

> In the 14 years living here my cars (or friends) and mailboxes, Have been involved in a hit and run while parked on the street or the driveway. I can see an incline of more hit runs with a new road.

>

> I could not make it to the meeting this past Monday. But myself and the other residents on SW 4th St disagree with paying 50% of the cost on a heavy traffic road for everyone else in Crow Wing County. We should not pay for the damage to our road that others have caused.

> If we are imposed with this heavy assessment, my wife and I will move from the city

>

> Sent from my iPad



Brainerd City Council Agenda Request

SPW 4
Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Street Closure/Special Event Application

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading *provide copy of published hearing notice
Submitted by: Jeff Hulsether	Department: Engineering
Presenter (Name & Title): Jeff Hulsether	Estimated Time Needed: minutes
Summary of Issue: Attached is an application from the Brainerd Jaycees for the "Homeless Heroes 5K, one mile and All Veterans Expo" scheduled for Saturday, December 10, 2016, between the hours of 8:30-11:30 A.M. The event takes place along College Drive to Kiwanis Park and around Boom Lake Trail utilizing only sidewalks and side streets so no street closure is needed. The Jaycees will work with the Police Department to ensure safety throughout the event.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Staff is recommending approval subject to the organizer working with the Police Department to ensure safety during the event.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Street Closure, Special Event And Festival Application

Brainerd, Minnesota

Thank you for your interest in organizing a special event in Brainerd. The City is home to numerous cultural, community, and recreational events. These events are integral to our sense of community, and they play an important economic role by increasing tourism, generating downtown foot traffic, and fostering a festive atmosphere within the City. We look forward to working with you to help make your event a success.

All special events and festivals that require significant logistics planning between City departments or are requesting a street closure must submit this application to the City Administrator's Office at least thirty (30) days prior to the event. Event planners are encouraged to submit their applications as early as possible. City Council must approve all street closure requests, and additional licenses and permits may also be required, as outlined in part III of this application.

For questions, please contact the City of Brainerd Engineering Office at:

501 Laurel Street
Brainerd, MN 56401
Phone: (219) 828-2309
Email: engineering@ci.brainerd.mn.us

Application for a Street Closure, Special Event and Festival Permit

PART I: GENERAL INFORMATION

Name of the event: Homeless Heroes 5K, one mile and All Veterans Expo

Date(s) of the event: 12/10/2016

Time of event (setup to breakdown): 8:30-11:30

Location: Along College drive (side walks) from CLC to Kiwanis park, around Boom Lake trail

Estimated number of attendees: 50-75

Organizer Information

Organizer's name (Please print): Brainerd Jaycees

Organizer's address: PO Box 384 Brainerd, MN 56401

Event contact person: Carissa Meyer

Event contact daytime phone number: (h) _____ (w) _____ (c) 218/330/8931

Event contact persons e-mail address: mnmeyer007@gmail.com

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

(h) _____ (w) _____ (c) same

For Profit/Nonprofit status (type): Nonprofit

Applicant Information, if different from the event organizer:

Applicant name (Please print): _____

Applicant address: _____

Applicant's telephone number (h) _____ (w) _____ (c) _____

Event contact e-mail address: _____

Description of Activities

Brief description of the activities planned during the event: _____

5K/one mile run/walk starting and ending at CLC. No road closure needed, utilizing sidewalks and side streets

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:

Only location will be at the main entrance of the college facing the river. Minimal sound amplified.

Restrooms provided?

Yes ☒ No ☐ How many? _____

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

Company contracted for restrooms: We have the use of restrooms inside of the college

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 planners will conduct full clean up of entire route after

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.

None other than working with local police department to ensure safety.

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").

None.

Time and date for beginning of street closures: _____

Time and date for reopening of streets: _____

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.

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.

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	X			Contact the Parks & Recreation Department for information.
Fire/EMS/Police support		X		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			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax.
Health Department permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance certificate	X			May be required before issuing a permit.
Sign/banner permits			X	Contact the Planning Department for information.
Parade permit			X	Issued by the Police Department after complete submission of application.
Street closure			X	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			X	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

Carissa Meyer

PRINT NAME

Chair/Program Manager

Event Applicant Title

11/07/16

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



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

November 21, 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	\$310,000
General Fund to Park Fund	\$ 60,000
General Fund to Street & Sewer Fund	\$ 75,000
General Fund to Airport Fund	<u>\$ 12,960</u>
	\$457,960

<u>Contractor</u>	<u>IMP #</u>	<u>Project</u>	<u>Amount</u>	<u>Total Retained</u>
Anderson Bros. Const.	16-06	Sanitary Swr Blck 46-Final	\$1,077	\$0
Braun Intertec	14-15	Arpt Util Ext Thru 10/21	\$2,548	\$0
Tom's Backhoe	14-15	Arpt Util Ext thru 10/31	\$1,275,528.71	\$67,133

2. Deferred Assessment Criteria – Held Over from November 7, 2016
3. Resignation of Police Officer Campbell
4. Sale of Fire Engine #1
5. Sale of Fire Department Hovercraft
6. Muriel West Fee Appeal Follow-up
7. Budget Process
8. Preliminary Discussion of Potential Bonding Requests
9. 2016 Audit Services – Engagement Letter
10. Employee Meal Reimbursement Policy

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-243544	101-41410-2210	OPERATING SUP STARTER FOR ELECTION BOX	073905	3.59
		I-243600	101-41410-2210	OPERATING SUP 2 MULTI-OUTLETS ELECTIONS	073905	12.58
		I-243678	101-41940-3430	MISCELLANEOUS LIQTITE FIT & CLOSURE PLUS XMA	073905	7.17
		I-243710	101-41940-3430	MISCELLANEOUS VELCRO - XMAS LIGHTS	073905	13.28
		I-243727	101-41940-3430	MISCELLANEOUS VELCRO XMAS LIGHTS	073905	6.64
		I-243779	101-41940-3430	MISCELLANEOUS SWITCH GROUND XMAS LIGHTS	073905	1.78
01-0015	ADAMSON, DOROTHY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17.25 HRS 2016 GENERAL	073907	172.50
01-0071	FORUM COMMUNICATIONS CO					
		I-1789290	101-41910-3350	PRINTING/LEGA NOH - VAR & COND USE 704 6TH S	073923	46.65
		I-1789290	101-41910-3350	PRINTING/LEGA NOH - COND USE FRANKLIN ART	073923	46.65
01-0086	CITY OF BRAINERD					
		I-TRANSFERS 11/16	101-49300-7720	TRANSFERS OUT NOV TRANSFERS PUBLIC SAFETY	073933	310,000.00
		I-TRANSFERS 11/16	101-49300-7720	TRANSFERS OUT NOV TRANSFERS PARKS	073933	60,000.00
		I-TRANSFERS 11/16	101-49300-7720	TRANSFERS OUT NOV TRANSFERS S&S	073933	75,000.00
		I-TRANSFERS 11/16	101-49300-7720	TRANSFERS OUT NOV TRANSFERS AIRPORT	073933	12,960.00
01-0125	CONSOLIDATED TELEPHONE					
		I-20384922	101-41800-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	549.70
		I-20384922	101-41400-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	12.82
		I-20384922	101-41700-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	4.11
		I-20384922	101-42400-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	8.77
		I-20384922	101-41910-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	2.81
		I-20384922	101-41940-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	79.05
01-0133	CWC RECORDER					
		I-201100007029	101-41910-3350	PRINTING/LEGA COND USE PERMIT T238708	073940	46.00
01-0204	HOLLCO INC					
		I-12320061/OCT 16	101-42400-2212	MOTOR FUELS OCTOBER MOTOR FUELS	073964	155.49
		I-12320061/OCT 16	101-41940-2212	MOTOR FUELS OCTOBER MOTOR FUELS	073964	28.97
01-0243	MARCO FINANCING					
		I-317043719	101-41800-3331	LEASE PAYMENT NOVEMBER COPIER LEASE	073986	953.31
01-0284	OFFICE SHOP					
		I-1014910-0	101-41400-2200	OFFICE SUPPLI AVE LABELS	074002	34.19
		I-1015045-0	101-41400-2200	OFFICE SUPPLI PENS FOR CITY ADMINISTRATOR	074002	17.49
		I-1015263-0	101-41940-2200	OFFICE SUPPLI LEGAL WRITING PADS, ENVELOPES	074002	42.92
01-0296	BRAINERD PUBLIC UTILITI					
		I-OCTOBER 2016	101-41940-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	2,015.89
		I-OCTOBER 2016	101-49200-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	275.76
01-0325	THELEN HTG & RFG CO					

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0325	THELEN HTG & RFG CO		continued			
		I-3800	101-41940-2220	REPAIR & MAIN BOARD NOT FUNCTIONING	074026	717.00
		I-3801	101-41940-2220	REPAIR & MAIN SERV HEAT PUMP ON MAIN FLOOR	074026	92.00
01-0344	WASTE PARTNERS INC					
		I-6AX00924	101-41940-3300	PROFESSIONAL OCTOBER GARBAGE SERVICE	074036	70.24
01-0521	PITNEY BOWES INC					
		I-3100746052	101-41940-3331	LEASE PAYMENT 7/30-10/29 MACHINE LEASE	074008	774.81
01-0548	MCBREEN, KATHY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 18.5 HRS 2016 GENERAL	073987	185.00
01-0889	MENARDS - BAXTER					
		I-36589	101-41940-3430	MISCELLANEOUS 11 LIGHT SETS - CITY HALL	073989	163.75
		I-37126	101-41940-3430	MISCELLANEOUS 8 LIGHT SETS - CITY HALL	073989	63.92
01-0959	KELLER, FLORENCE					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 15.25 HRS 2016 GENERAL	073973	152.50
01-0968	SIEVEK, DORIS					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS NURSING HOME 11/1	074018	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	074018	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 19 HRS 2016 GENERAL	074018	228.00
01-0973	CASH, LORRAINE					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS TRAINING	073930	20.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 9.50 HRS 2016 GENERAL	073930	95.00
01-0977	GOGOLIN, RUTH					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073953	170.00
01-0983	MOILANEN, BARB					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HOURS PUBLIC TESTING	073993	24.00
01-0996	DWYER, MARY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS NURSING HOME 11/1	073943	20.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 8.5 HRS 2016 GENERAL	073943	85.00
01-1	MISCELLANEOUS VENDOR					
	BRAINERD INDUSTRIA	I-ESCROW REF 11/16	101-20600	DEPOSITS PAYA REFUND INTERIM USE PERMIT ESCR	073924	5,000.00
	JESSE BLEICHNER	I-REF COND USE 11/16	101-32220	ZONING & SUBD REFUND COND USE PERMIT	073968	400.00
	PICKAR PROPERTIES	I-UV2016-00046	101-36151	SPECIAL ASSMT REFUND 09143000007B009 PICKAR	074006	125.00
01-1063	WLASIUK, PATRICIA					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 16 HRS 2016 GENERAL	074040	160.00
01-1104	BURTON, JANET					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 1.50 HRS SET-UP 11/7	073929	15.00

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1104	BURTON, JANET		continued			
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073929	170.00
01-1668	PENN, LINDA					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 15.25 HRS 2016 GENERAL	074004	152.50
01-1669	BORDEN, PATRICK					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 15.25 HRS 2016 GENERAL	073921	152.50
01-1684	EDMUNDS, KATHLEEN					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073944	170.00
01-1859	ENTERPRISE FM TRUST					
		I-FBN3122207	101-41940-3331	LEASE PAYMENT 11/1/16-11/30/16 FUSION LEASE	073945	312.37
01-2005	T-MOBILE					
		I-NOV 2016	101-41940-3321	TELEPHONE OCTOBER CHG FOR GPS SATELLITE	074025	33.82
01-2233	HANSON, MARY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073957	170.00
01-2245	LARGE, LAURA					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073980	170.00
01-2259	MURPHY, GORDY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073997	170.00
01-2266	PEPPER, AMANDA					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 15.25 HRS 2016 GENERAL	074005	152.50
01-2302	MINK, DONALD					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073991	20.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS SET-UP 11/7	073991	20.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073991	170.00
01-2345	TOUMI, MICHAEL					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	074030	170.00
01-2417	FAYE, SIDY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 12 HRS 2016 GENERAL	073948	114.00
01-2421	FLANAGAN, BRYCE					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 12.75 HRS 2016 GENERAL	073951	121.13
01-2426	GROTTERS, ALEXEA					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 7.5 HRS 2016 GENERAL	073954	71.25
01-2442	JACQUOT-DEVRIES, JENNIF					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS TRAINING	073966	20.00

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2442	JACQUOT-DEVRIES, JENNIF	continued				
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	073966	170.00
01-2443	JUSTIN, BRANDON					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	7 HRS 2016 GENERAL	073969	66.50
01-2464	LAPLANTE, BECKY					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	073979	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	073979	170.00
01-2465	LINDQUIST, EMILY					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	12 HRS 2016 GENERAL	073982	114.00
01-2506	MOSER, SAMMY					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	12 HRS 2016 GENERAL	073995	114.00
01-2525	PATRON-ESPANA, SALLY					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	074003	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17.25 HRS 2016 GENERAL	074003	172.50
01-2554	PRITSCHET, ANNE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	074010	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	074010	170.00
01-2562	RIEDEL, DAVID					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	074012	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	074012	170.00
01-2573	THOREEN, BONNIE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	074028	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	18.5 HRS 2016 GENERAL	074028	185.00
01-2615	VAN HORN, JOSH					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	13.5 HRS 2016 GENERAL	074034	128.25
01-2619	WOHL, TRUDY					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	13.25 HRS 2016 GENERAL	074041	125.88
01-2630	WOITALA, DEBBIE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	16 HRS 2016 GENERAL	074042	160.00
01-2646	WROOLIE, MARYBETH					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	074043	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	074043	170.00
01-2775	RAFFERTY'S PIZZA					
	I-2016 GENERAL	101-41410-3430	MISCELLANEOUS 2016 GENERAL ELECTION LUNCH		074011	415.57
01-2805	BLANCK, GERALD					

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2805	BLANCK, GERALD	continued				
		I-2016 GENERAL	101-41410-1104	TEMPORARY 15.25 HRS 2016 GENERAL	073916	152.50
01-2806	BLANCK, KATHY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS NURSING HOME 11/1	073917	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 4 HRS NURSING HOME 11/2	073917	48.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073917	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 1 HR SUPPLY PICKUP	073917	12.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 18.75 HRS 2016 GENERAL	073917	225.00
01-2807	BLANCK, THERESA					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS NURSING HOME 11/1	073918	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 3 HRS NURSING HOME 11/2	073918	36.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073918	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 16 HRS 2016 GENERAL	073918	192.00
01-2809	DWYER, EILEEN					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073941	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 1 HOUR SUPPLY PICKUP	073941	12.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 16.5 HRS 2016 GENERAL	073941	198.00
01-2810	DWYER, JIM					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073942	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 1 HR SET-UP 11/7	073942	12.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 15.5 HRS 2016 GENERAL	073942	186.00
01-2812	ERICKSON, SALLY					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17 HRS 2016 GENERAL	073946	170.00
01-2814	FITZPATRICK, JOHN					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS NURSING HOME 11/1	073950	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 4 HRS NURSING HOME 11/2	073950	48.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073950	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 1 HR SUPPLY PICKUP	073950	12.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS SET-UP	073950	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 18 HRS 2016 GENERAL	073950	216.00
01-2815	FITZPATRICK, ARLENE					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS NURSING HOME 11/1	073949	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 3 HRS NURSING HOME 11/2	073949	36.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 2 HRS PUBLIC TESTING	073949	24.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 1 HR SUPPLY PICKUP	073949	12.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 3 HRS SET UP 11/7	073949	36.00
		I-2016 GENERAL	101-41410-1104	TEMPORARY 19 HRS 2016 GENERAL	073949	228.00
01-2817	JENSEN, BEV					
		I-2016 GENERAL	101-41410-1104	TEMPORARY 17.25 HRS 2016 GENERAL	073967	172.50
01-2823	THESING, MARGIE					

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2823	THESING, MARGIE	continued				
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS PUBLIC TESTING	074027	24.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1 HR SUPPLY PICKUP	074027	12.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1 HR SET-UP 11/7	074027	12.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	16 HRS 2016 GENERAL	074027	192.00
01-3044	NW CHAPTER OF BLDG OFFI					
	I-NOV 2016	101-42400-3433	DUES & SUBSCR 2017 ANNUAL MEMBERSHIP DUES	074001	50.00	
01-3081	BOLLES, SOPHIE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	073919	170.00
01-3082	BOLLES, THERON					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	073920	170.00
01-3083	BROWN, DAN					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS PUBLIC TESTING	073927	24.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1 HR SUPPLY PICKUP	073927	12.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1 HOUR SET UP 11/7	073927	12.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	18 HRS 2016 GENERAL	073927	216.00
01-3087	GUIDI, DIANE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	18.5 HRS 2016 GENERAL	073955	185.00
01-3272	HYATT, LOYAL					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS TRAINING	073965	20.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	073965	170.00
01-3275	PREISINGER, CAL					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS PUBLIC TESTING	074009	24.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1 HR SUPPLY PICKUP	074009	12.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	18.75 HRS 2016 GENERAL	074009	225.00
01-3276	STEFFENSON, NATHAN					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	8.75 HRS 2016 GENERAL	074022	87.50
01-3277	WELLIVER, MARY					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	17 HRS 2016 GENERAL	074038	170.00
01-3288	BUCHITE, DIANE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	16 HRS 2016 GENERAL	073928	160.00
01-3291	KNUTH, MIKE					
	I-2016 GENERAL	101-41410-1104	TEMPORARY	2 HRS PUBLIC TESTING	073975	24.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1 HR SUPPLY PICKUP	073975	12.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	1.5 HRS SET-UP 11/7	073975	18.00
	I-2016 GENERAL	101-41410-1104	TEMPORARY	19 HRS 2016 GENERAL	073975	228.00
	I-2016 GENERAL	101-41410-2210	OPERATING SUP BLUE PAINTERS TAPE	073975	12.62	

FUND : 203 TRANSIT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0069	BRAINERD BUS LINES INC					
		I-11610	203-49000-2212	MOTOR FUELS OCTOBER 2016 SERVICE	073922	6,134.44
		I-11610	203-49000-3401	VEHICLE REPAI OCTOBER 2016 SERVICE	073922	6,771.26
		I-11610	203-49000-3440	TRANSIT SERVI OCTOBER 2016 SERVICE	073922	53,173.55
01-0125	CONSOLIDATED TELEPHONE					
		I-20384922	203-49000-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	22.32
01-0381	STONE, ANDER					
		I-11/2016	203-49000-3330	PROFESSIONAL RISK MGMT TRN - MEAL REIM	074023	15.00
01-0634	HBI RADIO BRAINERD					
		I-1161010214	203-49000-3340	ADVERTISING/M KLIZ FM ADS OCTOBER	073958	540.00
		I-1161010215	203-49000-3340	ADVERTISING/M KBLB FM ADS OCTOBER	073958	540.00
		I-1161010216	203-49000-3340	ADVERTISING/M WJYJ FM ADS OCTOBER	073958	675.00
01-3410	ROUTE MATCH SOFTWARE					
		I-27933	203-49000-3309	COMPUTER TECH THIRD PARTY HARDWARE TABLET	074015	300.00
		I-27934	203-49000-3309	COMPUTER TECH 3RD PARTY LIC FEE SYGIC LIC	074015	38.00
		I-27935	203-49000-3309	COMPUTER TECH 2 ROUTE MATCH LIC FEES	074015	1,500.00
		I-27936	203-49000-3309	COMPUTER TECH ANNUAL VERIZON DATA PLAN	074015	72.00
		I-27937	203-49000-3309	COMPUTER TECH TECH SUPPORT 11/16-10/17	074015	300.00
				FUND 203 TRANSIT FUND	TOTAL:	70,081.57

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 211 LIBRARY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
	I-OCTOBER 2016		211-45500-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	2,030.71
			FUND	211 LIBRARY FUND	TOTAL:	2,030.71

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 223 DRUG FORFEITURE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0086	CITY OF BRAINERD					
		I-ICR: 16011901	223-22800	OTHER LIABILI ICR: 16011901	073933	539.70
01-0136	CWC ATTORNEY					
		I-ICR: 16011901	223-22800	OTHER LIABILI ICR: 16011901	073939	154.20
01-0586	MN STATE TREASURER					
		I-ICR: 16011901	223-22800	OTHER LIABILI ICR: 16011901	073992	77.10
				FUND 223 DRUG FORFEITURE	TOTAL:	771.00

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 224 DUI FORFEITURE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0888	WEST BRAINERD AUTO SERV					
		I-25402	224-42150-2210	OPERATING EXP ICR 16015315 '15 CHEV RED 2500	074039	45.00
				FUND 224 DUI FORFEITURE	TOTAL:	45.00

PACKET: 03835 Regular Payments
 VENDOR SET: 01
 FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-243391	225-42120-2220	REPAIR & MAIN DRAIN CLEANER	073905	7.19
01-0049	AUTO VALUE - WEST					
		I-17157565	225-42220-2210	OPERATING SUP GAS CHARGED LIFT	073911	20.99
01-0125	CONSOLIDATED TELEPHONE					
		I-20384922	225-42220-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	27.08
		I-20384922	225-42120-3321	TELEPHONE PHONE/INTERNET 11/12-12/11	073934	142.45
		I-20384922	225-42120-3309	COMPUTER TECH PHONE/INTERNET 11/12-12/11	073934	26.25
01-0136	CWC ATTORNEY					
		I-ICR: 15016180	225-36299	MISCELLANEOUS ICR: 15016180	073939	28.00
01-0137	CUB FOODS - BAXTER					
		I-10312016	225-42220-2210	OPERATING SUP HALLOWEEN EVENT	073937	31.47
01-0145	TREAS, FIRE RELIEF ASSO					
		I-2016 AID	225-42230-3473	REMIT STATE F REMIT 2016 STATE FIRE AID	074031	194,645.56
01-0199	HANNAHS, DONALD C. JR.					
		I-NOVEMBER 2016	225-42700-3300	PROFESSIONAL NOVEMBER 2016	073956	1,360.60
01-0200	HEARTLAND ANIMAL RESCUE					
		I-OCTOBER 2016	225-42700-3300	PROFESSIONAL OCTOBER 2016 MONTHLY FEE	073959	1,698.75
		I-OCTOBER 2016	225-42700-3430	MISCELLANEOUS OCTOBER 2016 BOARDING	073959	3,634.00
01-0204	HOLLCO INC					
		I-12320052/OCT 16	225-42220-2212	MOTOR FUELS OCTOBER FUEL	073964	273.85
01-0296	BRAINERD PUBLIC UTILITI					
		I-OCTOBER 2016	225-42120-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	3,402.05
		I-OCTOBER 2016	225-42220-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	1,824.19
01-0322	STREICHERS PROF EQUIP					
		I-I1234597	225-42120-1113	UNIFORM ALLOW 720 - BADGE	074024	113.99
01-0332	TRU GREEN					
		I-10/26/16	225-42120-3300	PROFESSIONAL 2017 LAWN CARE POLICE DEPT	074032	212.57
01-0344	WASTE PARTNERS INC					
		I-6AX00923	225-42220-3430	MISCELLANEOUS OCTOBER GARBAGE REMOVAL	074036	81.90
		I-6AX01219	225-42120-3430	MISCELLANEOUS OCTOBER GARBAGE REMOVAL	074036	91.23
01-0586	MN STATE TREASURER					
		I-ICR: 15016180	225-36299	MISCELLANEOUS ICR: 15016180	073992	56.00
01-0736	NORTHLAND FIRE PROTECTI					
		I-4193-1	225-42120-2209	SAFETY EQUIPM SERVICE & RECERT FIRE EXTING	074000	15.00

PACKET: 03835 Regular Payments
 VENDOR SET: 01
 FUND : 225 PUBLIC SAFETY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0745	BATTERIES PLUS					
		I-035-319552	225-42120-2210	OPERATING SUP AED BATTERIES	073915	47.88
		I-035-319588	225-42220-2210	OPERATING SUP 3V BATTERIES	073915	11.96
01-0900	CUB FOODS - BRAINERD					
		I-10312016	225-42220-2210	OPERATING SUP HALLOWEEN EVENT	073938	61.52
01-1171	KEEPRS, INC/CY'S UNIFOR					
		I-316433-06	225-42120-1113	UNIFORM ALLOW 718 - BODY ARMOR/VEST	073972	1,066.49
01-1343	CHARTER COMMUNICATIONS					
		I-11/01/2016	225-42120-3380	UTILITIES BUSINESS TV 11/8-12/7	073932	28.37
		I-NOV-DEC 2016	225-42220-3380	UTILITIES NOV-DEC NE STATION TV	073932	7.35
01-1388	HEIMAN INC.					
		I-0851752-IN	225-42225-2250	PERSONAL PROT TURN OUT GEAR PANTS REPAIR	073961	225.00
01-1753	MARCO					
		I-INV3776423	225-42120-3309	COMPUTER TECH PRINTER MAINT CONTRACT	073985	38.02
01-1859	ENTERPRISE FM TRUST					
		I-FBN3122207	225-42220-3331	LEASE PAYMENT 11/1/16-11/30/16 UTILITY INTER	073945	482.31
01-2177	HOLIDAY CREDIT OFFICE					
		C-OCTOBER 2016	225-42120-2212	MOTOR FUELS CREDITS/REBATES OCTOBER 2016	073963	230.56-
		C-OCTOBER 2016	225-42220-2212	MOTOR FUELS CREDITS/REBATES OCTOBER 2016	073963	34.52-
		I-OCT 16 FD	225-42220-2212	MOTOR FUELS OCTOBER FUEL	073963	341.74
		I-OCT 16 PD	225-42120-2212	MOTOR FUELS OCTOBER FUEL	073963	2,350.00
01-2331	KATZENBERGER, CRAIG					
		I-TRAVREIM 11/16	225-42120-3330	PROFESSIONAL 714 - MULTIDIS TRN PARKING	073970	12.00
01-2589	STAPLES ADVANTAGE					
		I-3318942776	225-42120-2200	OFFICE SUPPLI KEYBOARD & BINDER CLIPS	074020	25.20
01-2647	STATIONCHECK					
		I-1033	225-42220-3309	COMPUTER TECH APPARATUS SOFTWARE	074021	1,800.00
		I-1034	225-42220-3330	PROFESSIONAL APPARATUS SOFTWARE TRAINING	074021	300.00
01-3168	MOTORS-N-MORE					
		I-24640	225-42120-3430	MISCELLANEOUS FUEL PUMP/14011684	073996	364.25
		I-24642	225-42120-2221	SQUAD CAR REP SQD 418 - OIL CHANGE	073996	23.00
		I-24654	225-42120-2221	SQUAD CAR REP SQD 411 - OIL CHANGE	073996	23.00
01-3199	FLEET ONE LLC					
		I-OCT 16 FD	225-42220-2212	MOTOR FUELS OCTOBER FUEL	073952	192.56
		I-OCT 16 PD	225-42120-2212	MOTOR FUELS OCTOBER FUEL	073952	509.77
FUND 225 PUBLIC SAFETY FUND				TOTAL:		215,338.46

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FUND : 227 RECYCLING FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0278	NISSWA SANITATION					
		I-NOVEMBER 2016	227-43230-3300	PROFESSIONAL NOVEMBER 2016	073999	1,578.36
01-0343	WASTE MANAGEMENT					
		I-NOVEMBER 2016	227-43230-3300	PROFESSIONAL NOVEMBER 2016	074035	1,272.72
01-0344	WASTE PARTNERS INC					
		I-6AX00926	227-43230-3428	USED OIL RECY OCTOBER WASTE OIL REMOVAL	074036	54.99
		I-NOVEMBER 2016	227-43230-3300	PROFESSIONAL NOVEMBER 2016	074036	1,464.82
01-3485	UNITED STATES TREASURY					
		I-NOVEMBER 2016	227-43230-3300	PROFESSIONAL NOVEMBER 2016	074033	1,350.77
				FUND 227 RECYCLING FUND	TOTAL:	5,721.66

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 230 PARK & RECREATION FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
		I-OCTOBER 2016	230-45200-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	4,822.18
		I-OCTOBER 2016	230-45280-3380	UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	237.19
01-1859	ENTERPRISE FM TRUST					
		I-FBN3122207	230-45200-3331	LEASE PAYMENT 11/1/16-11/30/16 EQUINOX LEASE	073945	392.03
01-2177	HOLIDAY CREDIT OFFICE					
		C-OCTOBER 2016	230-45200-2212	MOTOR FUELS CREDITS/REBATES OCTOBER 2016	073963	41.02-
				FUND 230 PARK & RECREATION FUND	TOTAL:	5,410.38

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 233 WAC FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1	MISCELLANEOUS VENDOR					
	LAZY H PROPERTIES	I-NOVEMBER 2016	233-34408	WAC FEES	REFUND PARTIAL SAC & WAC FEES 073981	164.71
			FUND	233 WAC FUND	TOTAL:	164.71

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 234 SAC FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1	MISCELLANEOUS VENDOR					
	LAZY H PROPERTIES	I-NOVEMBER 2016	234-34407	SAC FEES	REFUND PARTIAL SAC & WAC FEES 073981	223.53
				FUND	234 SAC FUND	TOTAL: 223.53

PACKET: 03835 Regular Payments
 VENDOR SET: 01
 FUND : 235 STREET & SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE					
		I-243494	235-43100-2220	REPAIR & MAIN FLUORESCENT BULBS	073905	16.14
01-0039	AMERIPRIDE LINEN SERVIC					
		I-2200845415	235-43100-3430	MISCELLANEOUS COVERALLS & MAT LAUNDRY SERV	073908	93.41
		I-2200847987	235-43100-3430	MISCELLANEOUS COVERALLS & MAT LAUNDRY SERV	073908	68.58
01-0049	AUTO VALUE - WEST					
		I-17158408	235-43100-2220	REPAIR & MAIN MALE COUPLER & FEMALE COUPLER	073911	297.00
01-0125	CONSOLIDATED TELEPHONE					
		I-20389380	235-43100-3321	TELEPHONE 11/12-12/11 PHONE/INTERNET/TV	073934	109.08
01-0201	HEARTLAND TIRE SERVICE					
		C-47947-59029	235-43100-2220	REPAIR & MAIN OVERCHARGE INV. 47715	073960	21.20-
		I-47715	235-43100-2220	REPAIR & MAIN TIRE REPAIR	073960	21.20
		I-47924	235-43100-2220	REPAIR & MAIN MED COMM TIRE REPAIR #106	073960	53.60
		I-47929	235-43100-2220	REPAIR & MAIN MOUNT & INSTALL 2 TIRES #107	073960	365.40
01-0204	HOLLCO INC					
		I-12320008/OCT 16	235-43100-2212	MOTOR FUELS OCTOBER MOTOR FUELS	073964	464.59
01-0223	L & M STEEL					
		I-13998	235-43100-2220	REPAIR & MAIN 20 LB MISC STEEL	073977	8.40
01-0273	NAPA AUTO PARTS					
		I-6829	235-43100-2220	REPAIR & MAIN BELT-SERPENTINE	073998	70.69
01-0296	BRAINERD PUBLIC UTILITI					
		I-OCTOBER 2016	235-43100-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	20,467.36
01-0315	SHERWIN WILLIAMS					
		I-792-3	235-43100-2220	REPAIR & MAIN PAINT GRAFFITI COLLEGE DR BRID	074017	94.00
01-0318	SIMONSON LUMBER					
		I-264782	235-43100-2220	REPAIR & MAIN TOOL REPAIR PARTS	074019	24.50
01-0344	WASTE PARTNERS INC					
		I-6AX00922	235-43100-3430	MISCELLANEOUS OCTOBER GARBAGE SERVICE	074036	81.90
01-0354	ZIEGLER, INC					
		C-PR190006016	235-43100-2220	REPAIR & MAIN RETURN SENSOR TEMP, SEAL, PLUG	074044	47.65-
		I-PC190061262	235-43100-2220	REPAIR & MAIN SENSOR TEMP, SEAL PLUG, SOCKET	074044	47.65
		I-PC190061263	235-43100-2220	REPAIR & MAIN LUBE FILTER	074044	16.50
		I-PC190061346	235-43100-2220	REPAIR & MAIN FILTER ASSEMBLY	074044	35.26
		I-PC190061347	235-43100-2220	REPAIR & MAIN FUEL FILTER	074044	10.46
01-1333	CHAMBERLAIN OIL COMPANY					
		I-168280	235-43100-2220	REPAIR & MAIN 1 DRUM PURUS 15W-40	073931	431.95

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 235 STREET & SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1449	M-R SIGN CO., INC.					
		I-193172	235-43170-2210	OPERATING SUP SIGNAGE MATERIALS	073984	2,515.88
		I-193173	235-43170-2210	OPERATING SUP SIGNAGE MATERIAL	073984	39.64
		I-193421	235-43170-2210	OPERATING SUP SIGNAGE MATERIALS	073984	5,743.75
01-1859	ENTERPRISE FM TRUST					
		I-PBN3122207	235-43100-3331	LEASE PAYMENT 11/1/16-11/30/16 CHEV SILVERAD	073945	731.91
01-2392	MENARDS					
		I-36172	235-43100-2220	REPAIR & MAIN 4 - 48" TUBE GUARDS	073988	13.88
01-3013	ROSCOE TRUCKING & EXCAV					
		I-NOV 2016	235-43125-2220	REPAIR & MAIN 500 YDS SAND & CLASS 5	074014	1,500.00
		I-NOV 2016	235-43100-2220	REPAIR & MAIN 500 YDS SAND & CLASS 5	074014	3,375.00
01-3199	FLEET ONE LLC					
		I-OCT 16 S&S	235-43100-2212	MOTOR FUELS OCTOBER MOTOR FUELS	073952	1,848.39
01-3251	3D SPECIALTIES INC					
		I-453867	235-43170-2210	OPERATING SUP TELES PAR & CUTTING CHARGE	073904	2,406.89
FUND 235 STREET & SEWER FUND				TOTAL:		40,884.16

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FUND : 236 PARKING LOT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0296	BRAINERD PUBLIC UTILITI					
		I-OCTOBER 2016	236-43180-3381	BPU UTILITIES 9/23/2016-10/24/2016 UTILITIES	073925	36.00
				FUND 236 PARKING LOT FUND	TOTAL:	36.00

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PACKET: 03835 Regular Payments
VENDOR SET: 01
FUND : 237 SANITARY SEWER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0204	HOLLCO INC					
		I-12320008/OCT 16	237-43190-2212	MOTOR FUELS	OCTOBER MOTOR FUELS	073964 176.91
01-3199	FLEET ONE LLC					
		I-OCT 16 S&S	237-43190-2212	MOTOR FUELS	OCTOBER MOTOR FUELS	073952 805.74
				FUND	237 SANITARY SEWER FUND	TOTAL: 982.65

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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-OCT 16 ELEC	250-49042-3466	BPU COSTS DIS OCTOBER 2016 ELEC SALES	073933	50,425.82
				FUND 250 HYDRANT RENT & EL CURRENT	TOTAL:	50,425.82

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 251 LOCAL OPTION SALES TAX

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0296	BRAINERD PUBLIC UTILITI					
	I-TAX NOV 16		251-49360-3467	REMIT LOCAL S LOCAL USE TAX REMITTANCE	073925	89,966.50
			FUND	251 LOCAL OPTION SALES TAX	TOTAL:	89,966.50

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FUND : 298 SCDG-DOWNTOWN FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3355	MILLER TESTING & CONSUL					
		I-2016126-2016127	298-46530-3430	MISCELLANEOUS 1820 OAK & 602 LAUREL TESTING	073990	1,200.00
				FUND 298 SCDG-DOWNTOWN FUND	TOTAL:	1,200.00

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 400 CAPITAL PROJECTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2890	RJ MECHANICAL INC					
		I-5806	400-49050-5530	CAPITAL - OTH GLYCOL INSTALLED FOR HEATING S	074013	1,415.00
				FUND	400	CAPITAL PROJECTS FUND
					TOTAL:	1,415.00

PACKET: 03835 Regular Payments

VENDOR SET: 01

FUND : 401 CONSTRUCTION FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0011	ACE HARDWARE	I-243504	401-49030-2210	OPERATING SUP BATTERIES	073905	12.59
01-0041	ANDERSON BROTHERS CONST	I-PAYAPP/NOV 2016	401-41606-5530	PYMTS TO CONT FINAL SANITARY SEWER BLOCK 46	073909	1,077.11
01-0071	FORUM COMMUNICATIONS CO	I-1789290	401-41003-3350	LEGAL PUBLICA NOB - DOWNTOWN SNOW REM 16-17	073923	136.84
01-0204	HOLLCO INC	I-12320061/OCT 16	401-49030-2212	MOTOR FUELS OCTOBER MOTOR FUELS	073964	79.73
		I-12320116/OCT 16	401-49030-2212	MOTOR FUELS OCTOBER MOTOR FUELS	073964	69.08
01-0329	TOMS BACKHOE SERVICE IN	I-PAYAPP7/NOV 16	401-41415-5530	PYMTS TO CONT ARPT UTIL EXT THRU 10/31	074029	1,275,528.71
01-0344	WASTE PARTNERS INC	I-6AX00925	401-41003-3300	PROFESSIONAL OCTOBER GARBAGE SERVICE	074036	148.48
01-0929	BRAUN INTERTEC CORP	I-B075497	401-41415-3300	PROFESSIONAL SOIL TESTING THRU 10/21	073926	2,548.00
			FUND 401 CONSTRUCTION FUND	TOTAL:		1,279,600.54
				REPORT GRAND TOTAL:		2,247,750.42

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

MARY KOEP_____
DAVID PRITSCHET_____
GABE JOHNSON



Brainerd City Council Agenda Request

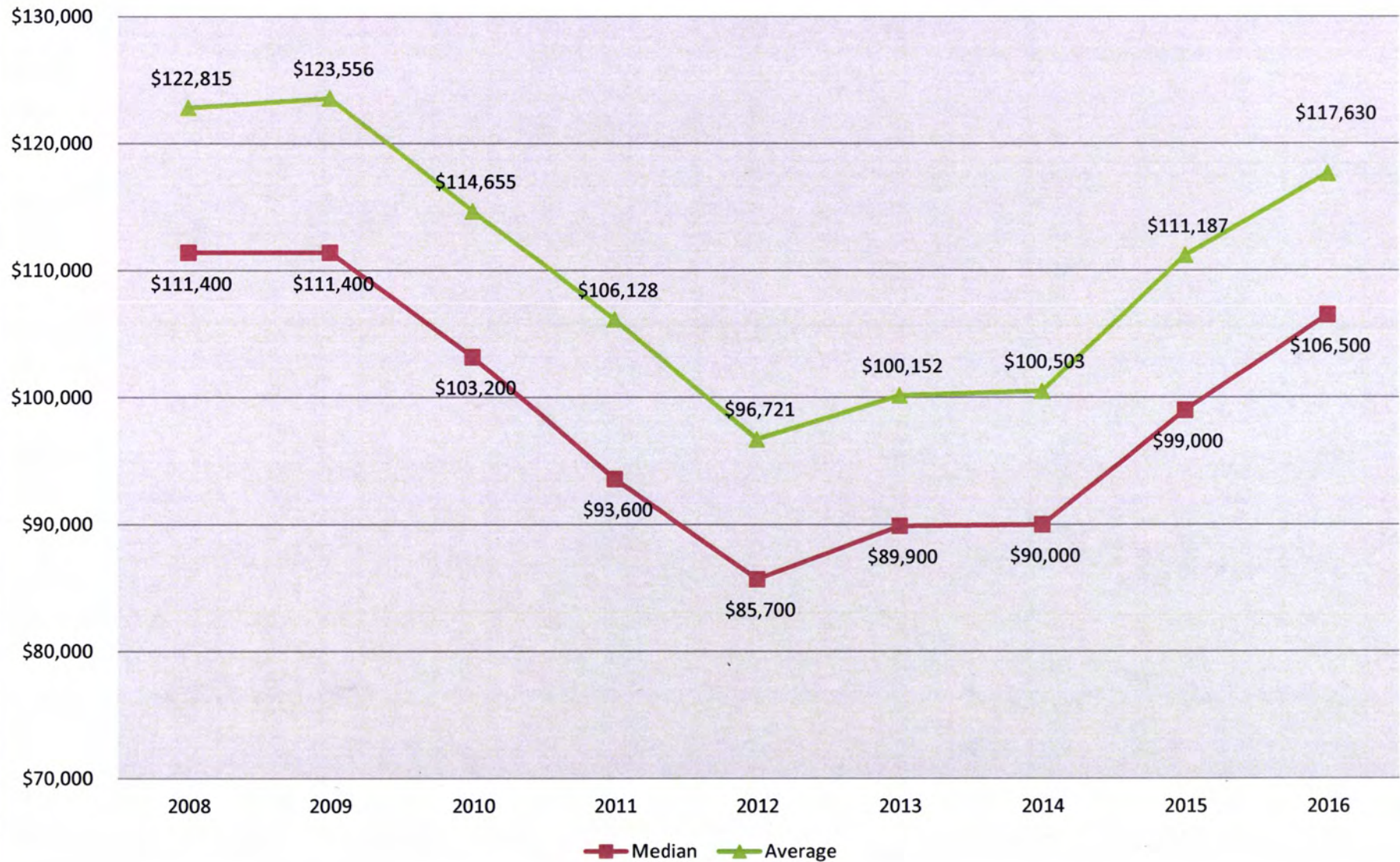
P+F 2
Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Deferred Assessment Criteria

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 10 minutes
Summary of Issue: The approval of 4 assessment deferrals was held over from the November 7th council meeting to try to determine the median homestead EMV rather than the average for the City, and to research if it could be determined how \$70,000 homestead value was established in 1999. It was not as simple to get the median for a homestead as one might think, as several people may own more than one parcel to make up the total value of the homestead and the county does not have a way to combine them when doing a query. Therefore we picked criteria for the query and found a value. The adoption of Res No 25:99 increasing the value to \$70,000 was on the consent calendar and the packet is not in Laserfiche.	
Alternatives, Options, Effects on Others/Comments: Attachment A: A graph of the median and average EMV (land and building) based a query of the Homestead Primary Parcel with a Building Value of \$100 or greater. Attachment B: The attachments that were provided at the November 7th council meeting. Attachment C: The deferment information provided at the October 17th council meeting. To recap, the request is to defer 4-2017 assessment payments for 3 property owners (one property owner is requesting deferment of 2 different improvements). Staff has verified that the resident's annual gross income is below the low income limit guideline and according to the County's website their total EMV (land and building) exceeds \$100,000.	
Recommended Action/Motion: Amend or not amend the current resolution. Approve or deny the 4 applications for deferment.	
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>	

Query: Homestead Primary Parcel with a Building Value of \$100 or Greater (EMV of Land & Building)



Attachment A

**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:

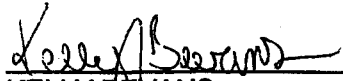
1. That the City Council does endorse the principle of deferment of special assessments for citizens where the payment of said special assessments constitutes hardship.
2. The Council, in accordance therewith, may defer the payment of any special assessment on homestead property when payment of the assessment 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.

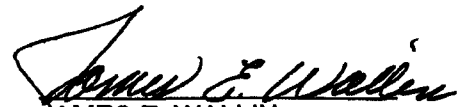
Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable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

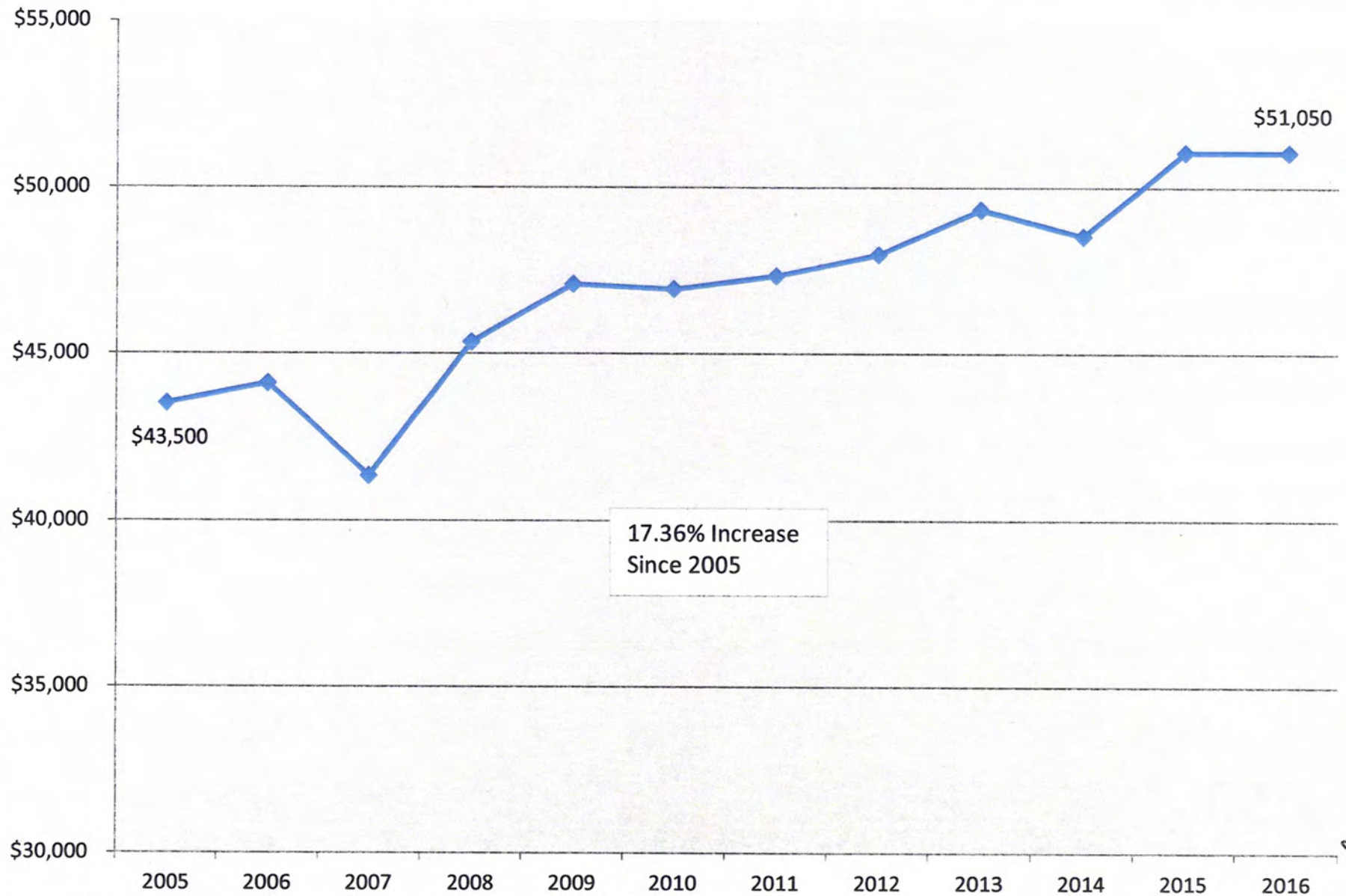

KELLY BEVANS
President of the Council

Approved this 23rd day of February, 2005.

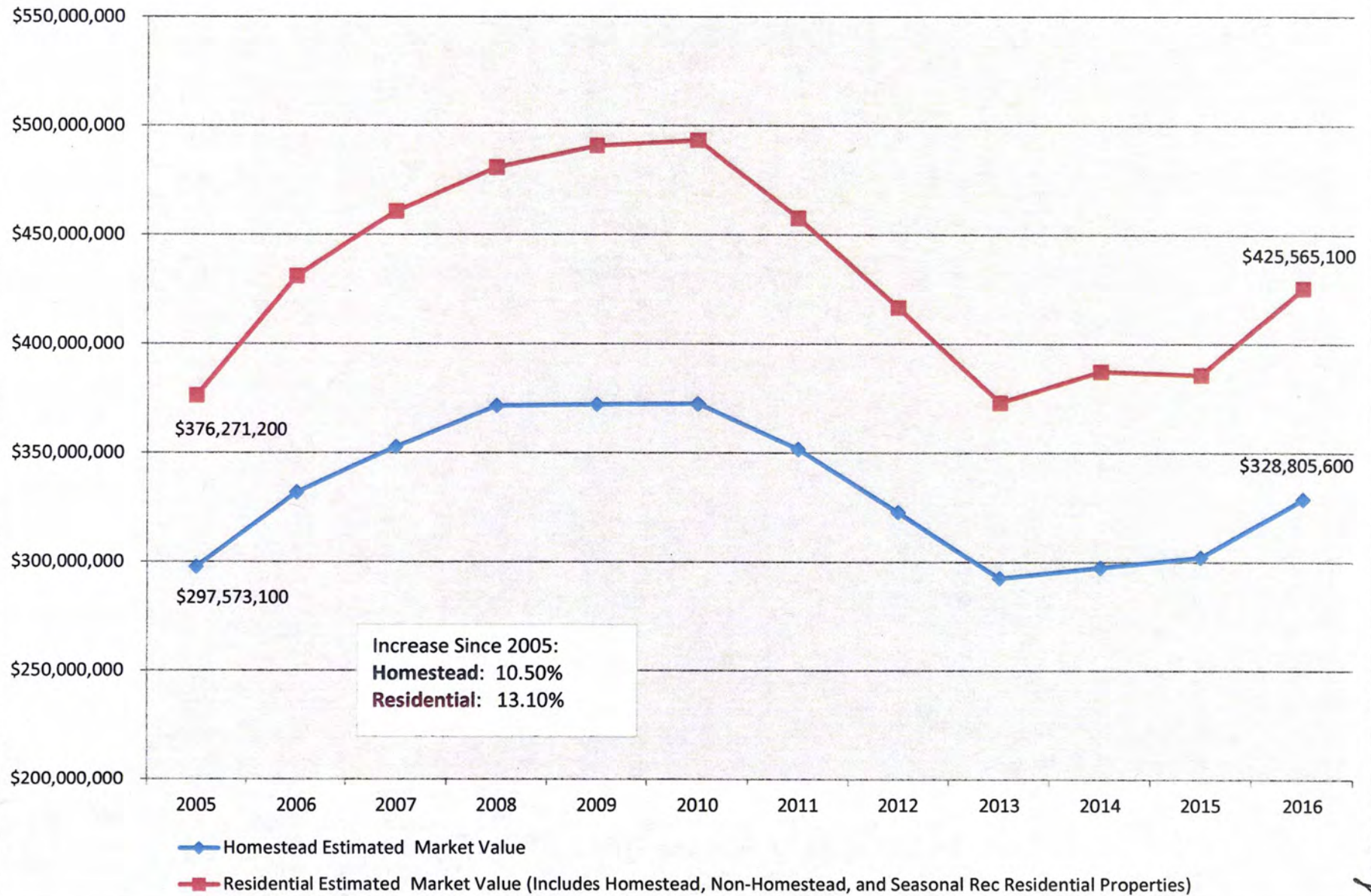

JAMES E. WALLIN
Mayor

ATTEST: 
DANIEL J. YOGT
City Administrator

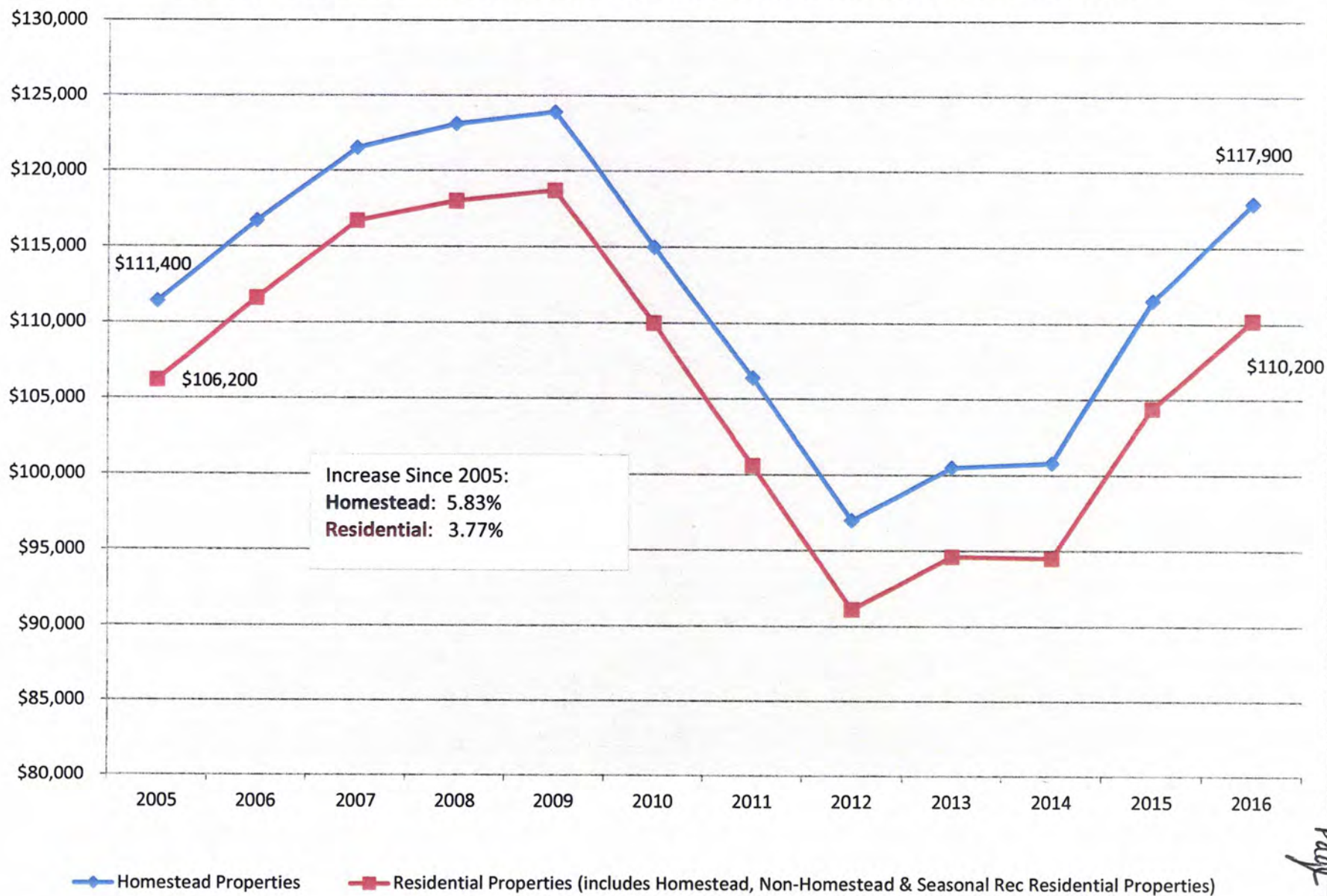
Low Income Limits for a Family of 4



Homestead & Residential Estimated Market Value for City of Brainerd



Average EMV of Parcels with Building Value of \$10,000 or Greater



**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	I am (check one)
ADDRESS 1402 13 th 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: 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	I am (check one) ☐ At least 65 years of age ☐ Retired by virtue of a total or permanent disability ☒ Financial hardship exists
ADDRESS 1016 Broadway St Brainerd, MN 56401	
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	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 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

Tamara K. Haberle
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 Tamara Haberle
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



Brainerd City Council Agenda Request

P+J
3
Agenda Item #

Requested Meeting Date: November 21st, 2016

Title of Item: Police Officer Resignation/Request to Hire

☐ 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: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed: 5 MINUTES
Summary of Issue: On November 3rd, 2016, Probationary Police Officer Patrick Campbell resigned during his 6th week of training. We are requesting to authorization to make a conditional job offer to the next available candidate on our current eligibility list, contingent on successful completion of a pre-employment background check and required screening.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Accept Officer Campbell's resignation with regret. Authorize a conditional job offer to Nicholas Petrie with tentative starting date of December 27th, contingent on successful completion of pre-employment screening process.	
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> This is a budgeted position within the department's current budget and pre-employment screening costs are also covered in the police department 2016 budget.	

Corky McQuiston

Police Chief

Brainerd Police Department

225 E. River Rd.

Brainerd, MN 56401

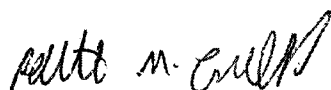
Dear Chief McQuiston,

Please accept this letter as a notification of my resignation as a Police Officer for the Brainerd Police Department, effective 11/03/2016.

I am truly appreciative for giving me the opportunity to serve the city of Brainerd as a Police Officer. I cannot thank the department as a whole, and more specifically the Field Training Officers for the training I have received. I have been able to observe and share different methods and experiences that will ultimately aid me in my future in law enforcement. I have gained invaluable experience and training through my time here.

It is at this time I regret to say, my Field Training Officers and I have come to an agreement that I am not to the level that the Brainerd Police Department needs me to be at this point in the Field Training Program. I have greatly enjoyed being part of this team of selfless and highly professional people. I must resign and pursue other avenues towards my career in law enforcement. Again, I wish to express my gratitude for the training and experience given to me by the Brainerd Police Department.

Sincerely

A handwritten signature in black ink, appearing to read "Patrick Campbell". The signature is stylized with a cursive-like flow.

Patrick Campbell



Brainerd City Council Agenda Request

P+H 4
Agenda Item #

Requested Meeting Date: November 21st, 2016

Title of Item: Sale of Engine #1

☐ 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: Fire Chief Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: On November 12th, 2016 we took delivery of a new fire engine to replace some of our aging fleet. With the delivery of our new engine we are planning to sell Engine #1.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize Chief Holmes to proceed with the process of selling Engine #1.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

P+F 5
Agenda Item #

Requested Meeting Date: November 21st, 2016

Title of Item: Sale of Hovercraft

☐ 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: Fire Chief Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: Each year the time and cost associated with the maintenance of the hovercraft far out ways the usefulness of the equipment. There are other options that are less costly, more efficient, and have multiple uses beyond ice rescue. The purchase of an inflatable style boat (Zodiac) could be used for a variety of different missions including ice rescue, open water rescue, and hazardous spill mitigation on the lakes or river.	
Alternatives, Options, Effects on Others/Comments: The hovercraft is a 1989 model. Parts are becoming more and more difficult to find and purchase. Along with the age of the equipment come an increase amount of maintenance needed to keep the hovercraft operational and safe.	
Recommended Action/Motion: Authorize Chief Holmes to proceed with the process of selling the hovercraft. Authorize the proceeds from the sale be used toward the purchase an inflatable style boat with motor and trailer.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

P&F
6
Agenda Item #

Requested Meeting Date: November 21st, 2016

Title of Item: Muriel West Follow-up

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: At the November 7th, 2016 P & F Committee meeting I was requested to follow-up with West to get a letter from her insurance provider stating her bill from the fire department would not be paid by them. I received a letter from Darrell Pulak on November 9th, 2016.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve or deny request from West after receiving the letter from her insurance provider stating the bill from the fire department would not be paid by them.	
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>	

Baxter Insurance Group

OF AGENTS

Let's make it happen.

Think BIG.

November 9, 2016

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

BRAINERD FIRE DEPARTMENT

NOV 09 2016

RECEIVED

RE: Steven & Debra West
Private Passenger Auto Policy #: 9868217911011
Policy Term: 5/25/2015 to 5/25/2016

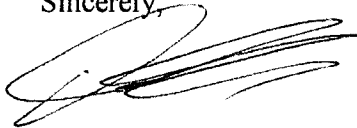
To Whom It May Concern:

A Minnesota personal auto policy does not cover charges assessed by emergency vehicles that respond to an auto accident. Due to this fact, the \$500 invoice from the City of Brainerd for the Brainerd Fire Department, from accident on 8/17/2015, has been denied by Mr. and Mrs. West's auto policy with Travelers Insurance.

Since there is no coverage, I do not feel it is fair or ethical to expect payment from the insured. I did ask the adjuster handling this claim for an exception and to pay the invoice. That too was denied and the adjuster stated that our property taxes go towards the Fire Department and that an auto policy was never intended for such charges.

It should be noted that most personal homeowner's policies do provide limited coverage for a fire department to respond to a home fire. However, since this was an auto accident, the homeowners policy will not provide coverage either. Feel free to give me a call with any questions.

Sincerely,



Darrell Pulak
Darrellp@baxterinsurancegroup.com

(218) 855-0331 - Phone

8374 Brandon Road, Baxter, MN 56425 - Office Address
info@baxterinsurancegroup.com - eMail
(218) 855-0923 - Fax



Brainerd City Council Agenda Request

P+7
7
Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: 2017 Budget Process

☐ 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: Mary Koep	Department: Council
Presenter (Name & Title): Alderwoman Koep	Estimated Time Needed: 5 minutes
Summary of Issue: The budget and final levy needs to be adopted by December 31st. The council set the preliminary levy at a 3% increase over the 2016 levy. Truth-n-Taxation will be held December 12th.	
Alternatives, Options, Effects on Others/Comments: Alderwoman Koep would like discussion in regard to the budget process. Should the P&F Chair, Council President and City Administrator meet and make a recommendation/options to the P&F committee, or should the full council be part of the discussion.	
Recommended Action/Motion: Recommendation/options would be presented at the December 5th council meeting, or a budget workshop could be help on Monday, November 28th.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

P+R
\$

Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Preliminary Discussion of Potential Bonding Requests

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☒ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title):	Estimated Time Needed: 5 minutes
Summary of Issue: As the Legislature convenes in January the subject of State Bonding will be front and center. We don't know what, if any, of the past session's bill will carry forward. Nonetheless, now is the time for the City to initiate a process to scope possible requests for local projects which need and deserve some consideration from the legislature. Attached is a draft document which is meant only to initiate the discussion. My suggestions may be 180 degrees from the desires of the Council. It begins the discussion.	
Alternatives, Options, Effects on Others/Comments: As we contemplate our priorities, it is well to bear in mind a rough time frame for the process: 1.) No later than mid-December, City identifies priorities; 2.) Staff develops supporting documentation for presentation to our Legislative Delegation as soon as possible; 3.) We work with our legislators to seek out key Senate and House Committee Chairs and help to educate them and their staff; 4.) Continue to visit St. Paul frequently and communicate with all local governments or organizations who can help support our proposals.	
Recommended Action/Motion: Discuss priorities as Council. If there is consensus on 2 or 3 ranked priorities, staff can begin the development of documentation for the need, cost analysis for projects, and develop a more detailed timetable.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>unknown</u> Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

Monday, December 5, 2016

City Council Discussion/Action Item

2017 Goals for State Bonding Appropriation

*A Process to Identify **Two or Three Primary Goals** for State Bonding \$*

- **Premises** to Increase Viability and Likelihood of Requests Being Funded:
 - The project sustains historical values critical to the City of Brainerd as well as a broader area or to state-wide audiences
 - The project amplifies economic development prospects for the City and the immediate area
 - The project's costs are beyond the current financial capabilities of the City of Brainerd as sole funding agency
 - The economic benefit of the project will directly or indirectly improve the sustainability of the city and region

POTENTIAL PROJECT NO. 1

- **Iconic Historical Brainerd Water Tower *****
 - Inability of City to fund all costs to assure historical significance
 - Impact of the landmark to our retail sector
 - Retention of city identity as a major area crossroads of MN Highways 210/Business 371
 - Minimum request: **\$900,000 ?**

POTENTIAL PROJECT NO. 2

- **Brainerd Riverfront/Riverwalk Development**
 - Enhancement to Area's Tourism Viability
 - Regional Significance to Attract and Retain Residents
 - Assure Protection of the Mississippi River through Thoughtful Planning
 - Minimum Request: **\$5 million ?**

POTENTIAL PROJECT NO. 3

- Brainerd Hydro Dam Repair and Preservation:
 - \$2 million ?

OTHER POTENTIAL PROJECTS FOR STATE BONDING ALLOCATION:

- New Fire Station more Centrally Located to Response Area;
Better if it is presented as a Joint Effort of Brainerd, Baxter and Rural Fire Protection Area; Regional Significance
- ???

***As a footnote to the suggestion that our Water Tower be considered for State Bonding appropriation, I spoke to my counterpart at the City of Pipestone, MN. You may be aware that their water tower is darned near a duplicate of ours. The City Administrator informed me that the State Historical Society is in the final stages of a review to determine what will be necessary to keep the Pipestone tower as that city's icon. Pipestone truly wants to keep their tower as the local landmark it is, but they face funding challenges as do we.

Thought and Suggestion: Let's continue to communicate with Pipestone to determine level of interest and feasibility of working together for state bonding proceeds to repair and preserve 2 water towers. If either Council balks, so be it. But the appeal to this possibility is that of cooperative efforts by rural cities; gaining legislative support from delegations in different parts of the state but all of whom are in the majority party. (See attached photos/information)

Coordinates: 46°21′29.99″N 94°11′59.03″W﻿ / ﻿

Brainerd Water Tower

From Wikipedia, the free encyclopedia

The **Brainerd Water Tower** is located at Sixth and Washington in Brainerd in the U.S. state of Minnesota. It was the first all-concrete elevated tank used by a municipality in the United States; even though it was replaced in 1960, it remains standing as an icon of the town.^{[2][3]} It is referred to as "Paul Bunyan's Cup" or "Paul Bunyan's Flashlight" by local residents. The similar Pipestone Water Tower, also made of concrete, located in Pipestone, Minnesota, is the only other water tower in the United States known to have been designed by the architect L.P. Wolff.^[4]

References

1. National Park Service (2007-01-23). "National Register Information System". *National Register of Historic Places*. National Park Service.
2. "Water Towers Serve as Identifiers, Reminders, Landmarks". *Waterline*. Minnesota Department of Health. Summer 1997. Retrieved 2008-01-30.
3. Nord, Mary Ann (2003). *The National Register of Historic Places in Minnesota*. Minnesota Historical Society. ISBN 0-87351-448-3.
4. "Pipestone Water Tower--National Register of Historic Places Pipestone, Minnesota Travel Itinerary". National Park Service. Retrieved 30 September 2011.

Brainerd Water Tower

U.S. National Register of Historic Places



● Show map of Minnesota

Retrieved from

☐ Show map of the US

☐ Show all

Location	Brainerd, Minnesota
Coordinates	46°21′29.99″N 94°11′59.03″W﻿ / ﻿
Built	1918
Architect	L. P. Wolff
NRHP Reference #	74001014
	(http://focus.nps.gov/AssetDetail/NRIS/74001014)
	^[1]
Added to NRHP	July 17, 1974

"https://en.wikipedia.org/w/index.php?title=Brainerd_Water_Tower&oldid=734496309"

Categories: Water towers in Minnesota

Water towers on the National Register of Historic Places in Minnesota

Buildings and structures in Crow Wing County, Minnesota | Towers completed in 1918

National Register of Historic Places in Crow Wing County, Minnesota

Minnesota Registered Historic Place stubs

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Coordinates: 44°0′6″N 96°18′38″W﻿ / ﻿44.00167°N 96.30944°W﻿ / 44.00167; -96.30944

Pipestone Water Tower

From Wikipedia, the free encyclopedia

The **Pipestone Water Tower** is a 132-foot-tall (40 m) concrete water tower in Pipestone, Minnesota, United States, which is listed on the National Register of Historic Places. Unreliable rainfall and a lack of glacial lakes in the area necessitate the use of a tower to pump and store water from an underground reservoir.^[2]

Contents

- 1 History
- 2 The building
- 3 Present day
- 4 References

History

The Pipestone Water Tower is unique in that it is one of only two water towers in the United States known to have been designed by architect L.P. Wolfe; its sister, the Brainerd Water Tower, is located in Brainerd, Minnesota. It was built to replace an aged steel standpipe tower built in the late 1880s. Construction on the structure was commenced by the

Pipestone Water Tower

U.S. National Register of Historic Places



- ☒ Show map of Minnesota
- ☐ Show map of the US
- ☐ Show all

Location

2nd St., NE, Pipestone, Minnesota

Campbell Construction Company in 1920 for \$24,610. Water service from the tower began on October 26, 1921 and continued until it was replaced by a larger tower in 1976. A restoration of the tower was undertaken in 1990, along with the construction of a new wayside rest area.^[2]

Coordinates	44°0′6″N 96°18′38″W﻿ / ﻿
Area	less than one acre
Built	1920
Architect	Wolff, L.P.
Restored	1990
MPS	Pipestone County MRA (http://focus.nps.gov/pdfhost/docs/NRHP/Text/64000368.pdf)
NRHP Reference #	80002123 (http://focus.nps.gov/AssetDetail/NRIS/80002123) ^[1]
Added to NRHP	March 3, 1980

The building

The water tower, significant in that it is constructed of poured concrete, stands at 132 feet (40 m) tall and roughly 25 feet (7.6 m) in diameter. The 150,000-US-gallon (570,000 L) capacity tank is supported by a hollow supporting column which contains an unusual set of spiral windows and an internal staircase. The tower pumped and stored water from a 500,000-US-gallon (1,900,000 L) reservoir built below it at the time of its construction, releasing the water via gravity on demand.^[2]

Present day

The tower has become the center of the Water Tower Festival, a community celebration held in late June.^[2]

References

- ↑ National Park Service (2010-07-09). "National Register Information System". *National Register of Historic Places*. National Park Service.
- ↑ "Pipestone Water Tower-- National Register of Historic Places Pipestone, Minnesota Travel Itinerary". National Park Service. Retrieved 28 September 2011.

Retrieved from "https://en.wikipedia.org/w/index.php?title=Pipestone_Water_Tower&oldid=734496429"

Categories: Buildings and structures in Pipestone County, Minnesota

Infrastructure completed in 1920 | Towers completed in 1920

Water towers on the National Register of Historic Places in Minnesota | Water towers in Minnesota

National Register of Historic Places in Pipestone County, Minnesota

- This page was last modified on 14 August 2016, at 19:07.



Brainerd City Council Agenda Request

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Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: 2016 Audit Services - Engagement Letter

☐ 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: Attached is the engagement letter from CLA for 2016 audit services. The fee for 2016 is \$44,880 which is a 2% increase over 2015 audit and is accordance with the proposal submitted by CLA last year.	
Alternatives, Options, Effects on Others/Comments: 2014 Audit Fee \$45,500 2015 Audit Fee \$44,000 2016 Audit Fee \$44,880	
Recommended Action/Motion: The recommendation would be approve the engagement letter as submitted and to authorize signatures.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ \$44,880 Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u>	



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November 3, 2016

Honorable Mayor, City Council, and Management
City of Brainerd
501 Laurel Street
Brainerd, Minnesota 56401

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Brainerd ("you," "your," or "the entity") for the year ended December 31, 2016.

Mary L. Reedy, CPA is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Brainerd, as of and for the year ended December 31, 2016, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules.
3. Schedule of funding progress – other postemployment benefits.
4. Schedule of the City's proportionate share of the net pension liability.
5. Schedule of the City's contributions.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual nonmajor fund financial statements and schedules.
3. Component unit financial statements.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section.
2. Statistical information.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will perform procedures on the financial information of the Economic Development Authority, Brainerd Public Library, Brainerd Lakes Regional Airport, Brainerd Public Utilities, and the Housing and Redevelopment Authority of Brainerd to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the

scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*. We will also perform the procedures and provide the Independent Auditors' Report on Compliance with Requirements Applicable to the Passenger Facility Charge Program and on Internal Control over compliance and on the Schedule of Expenditures of Passenger Facility Charges.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by

management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

We estimate that our fees for basic audit and federal single audit services will be \$44,850 per our proposal dated September 4, 2015. This fee includes Airport Passenger Facility Charge audit and any out-of-pocket costs such as report production, word processing, postage, etc., and internal and administrative charges. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Brainerd's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Mary L. Reedy, CPA, CGFM
Principal
218-825-2972
mary.reedy@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Brainerd.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



Brainerd City Council Agenda Request

Page
10
Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Employee Policy Manual Amendment - Meal Reimbursement 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 *provide copy of published hearing notice
Submitted by: Kris Schubert	Department: Administration
Presenter (Name & Title): Kris Schubert, HR Coordinator	Estimated Time Needed: 5 minutes
Summary of Issue: At the Council meeting held November 7, 2016, direction was provided for modifying our meal reimbursement rates for those times when employees are required to be out-of-town on official business. Attached is an Employee Policy Manual amendment that includes the per meal rates set by the Council. Please note that Staff increased the not to exceed daily maximum by \$1 to \$47 so it equals the amounts for all three meals.	
Alternatives, Options, Effects on Others/Comments: Staff also incorporated some additional language in the amendment as recommended by the LMC as well as clarification for a couple of items i.e. when breakfast meal should be paid as this has been questioned in the past.	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ unknown Is this budgeted? ☒ Yes ☒ No <u>Please Explain:</u> These charges will impact department budgets but the exact amount of additional expenses is unknown at this time.	

SECTION 19. EMPLOYMENT RELATED REIMBURSEMENTS

Subdivision 1. Mileage, Meals and Lodging

If employees are required to travel outside of the area in the performance of their job duties, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City/BPU will not reimburse employees for meals connected with training or meetings within the Brainerd/Baxter area, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

The City Administrator or applicable BPU Department Head is responsible for determining job-relatedness and approving or disapproving training, conference or meeting attendance. 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, inclusive of sales tax and a reasonable gratuity, not to exceed \$47.00 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.

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$23.00

Reimbursements are subject to the follow guidelines:

- The evening meal will be allowed only if staying overnight unless an evening meeting is attended by the employee.
- Morning travel which requires an employee to leave home or the work place prior to 7 a.m. would be eligible for the breakfast reimbursement. (Non-overnight meal expense reimbursements will be subject to taxation, as required by the Internal Revenue Service).
- No reimbursement shall be made for alcoholic beverages.
- All meals will require an itemized receipt supporting the expenditure. Credit Card receipts stating the amount without itemization of the purchase is not sufficient.

(Exception: A reimbursement over the maximum defined may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.)



Brainerd City Council Agenda Request

SA

Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: City of Brainerd Petition - Concurrent Detachment and Annexation of the Wastewater Treatment Facility and Surrounding Property

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 10 -15 minutes
Summary of Issue: The wastewater treatment facility and surrounding property totaling 99.51 acres located in Baxter is eligible for a concurrent detachment from the Baxter and annexation to Brainerd. Rather than include in the Summary of Issue portions of the statute that describes the concurrent detachment and annexation process, attached is the complete statute language. State Statute does not specify that a public hearing is required prior to considering action.	
Alternatives, Options, Effects on Others/Comments: The only alternative or option would be to not approve the annexation.	
Recommended Action/Motion: Recommended motion: A motion by _____ and 2nd by _____ to approve submitting a petition to the Office of Administrative Hearings at the State Municipal Boundary Adjustment Unit requesting concurrent detachment and annexation of the wastewater treatment facility and surrounding property from the City of Baxter to the City of Brainerd. Attached is a letter from the Public Utility Commission requesting the annexation, a map depicting the detachment and annexation area, a petition to be signed by the property owner and a resolution supporting the concurrent detachment and annexation. Note the legal descriptions for the parcels will be added to the petition should the City Council vote to proceed with the concurrent annexation and detachment.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ \$497.55 Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

RESOLUTION

No. _____

WHEREAS, since its construction in 1981, the Brainerd Wastewater Treatment Facility (BWTF) has been located on property owned by the City of Brainerd but located in the City of Baxter (Property ID Nos - 010171100A00009, 010171302A00009, 010171401B00009, 0313200090A0009, 031490010110009, 031490010120009, 031490010130009) (the Property); and

WHEREAS, the City of Brainerd has been interested in annexing the Property since construction of the BWTF; and

WHEREAS, the City of Brainerd Public Utilities Commission oversees the BWTF, its operation and the surrounding property; and

WHEREAS, the 99.51 acre Property abuts the City of Brainerd making it eligible for annexation to the City of Brainerd; and

WHEREAS, the BWTF and Property most appropriately belong within the City of Brainerd in order to clarify for customers, businesses and government entities that this municipal function is, indeed within and a function of the City of Brainerd; and

WHEREAS, the City of Brainerd is petitioning the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings for detachment from the City of Baxter and annexation to the City of Brainerd.

BE IT RESOLVED by the City Council of Brainerd, Minnesota, that the City of Brainerd supports the petition for concurrent detachment and annexation.

Adopted this ____ day of _____, 2016

Gary Scheeler
President of the Council

Approved this ____ day of _____, 2016

Edwin L. Menk
Mayor

ATTEST: _____
James M. Thoreen
City Administrator

**PROPERTY OWNER PETITION FOR CONCURRENT
DETACHMENT AND ANNEXATION**

IN THE MATTER OF THE PETITION FOR THE DETACHMENT OF CERTAIN LAND
FROM THE CITY OF BAXTER, MINNESOTA AND CONCURRENT ANNEXATION TO
THE CITY OF BRAINERD, MINNESOTA PURSUANT TO MINNESOTA STATUTES §
414.061, SUBD. 5

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

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

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

In bringing forward this petition, the petitioner states that:

1. At its October 25, 2016 meeting, the Brainerd Public Utilities Commission voted to request the wastewater treatment facility and surrounding property be annexed to the City of Brainerd.
2. There is one (1) property owner of the area proposed for detachment/annexation.
3. The property is presently within the City of Baxter and abuts the City of Brainerd, in the County of Crow Wing
4. The property proposed for detachment/annexation is 99.51 acres.
5. The property is tax exempt meaning no property taxes are paid.
6. This boundary adjustment is being requested because: The City of Brainerd Public Utilities Commission oversees the operation of sanitary sewer services located in the City of Baxter. Therefore, the sanitary sewer facilities and grounds, utility offices, facility address and function of these services most appropriately belong within the City of Brainerd in order to clarify for customers, businesses and government entities that this municipal function is, indeed within and a function of the City of Brainerd.
7. At its November 21, 2016 meeting the Brainerd City Council approved the submitting this petition for the concurrent detachment and annexation of wastewater treatment facility and surrounding property depicted in the attached map.

Adopted this ____ day of November 2016

Gary Scheeler, President of the Council

Approved the ____ day of September 2016

Edwin L. Menk
Mayor

Attest: _____
James M. Thoreen
City Administrator

NOTE: Pursuant to Minnesota Statutes § 414.061, Subd. 5, this petition is accompanied by a resolution of support from the Brainerd City Council.

414.061 INCORPORATED LAND; CONCURRENT DETACHMENT, ANNEXATION.

Subdivision 1. Initiating the proceeding. Property of one municipality which abuts another may be concurrently detached and annexed by the procedure set forth in this section. The proceeding shall be initiated by (1) submitting to the chief administrative law judge resolutions of both municipalities describing the land and stating their desire to detach and annex the land, or (2) submitting to the chief administrative law judge the petition of property owners and the resolution of at least one municipality describing the land and stating its desire to have the land concurrently detached and annexed as provided in the property owners' petition.

Subd. 2. Order. If both municipalities have submitted resolutions under subdivision 1 and the resolutions are in order, the chief administrative law judge may order the detachment and annexation.

Subd. 3. Effective date of order. The concurrent detachment and annexation shall be effective upon the issuance of the order, or at such later date as provided by the order.

Subd. 3a. Copy to county auditors. A copy of the annexation order must be delivered immediately by the chief administrative law judge to the appropriate county auditors.

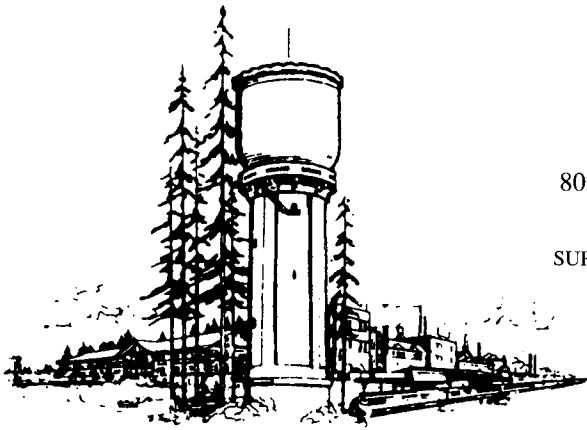
Subd. 3b. Timing of tax levies. For the purposes of taxation, if the annexation becomes effective on or before August 1 of a levy year, the municipality acquiring the detached area of another municipality may levy on it beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the municipality losing the detached area may continue to levy on it for that levy year, and the municipality acquiring the detached area may not levy on it until the following levy year.

Subd. 4. Chief administrative law judge's initiative. The chief administrative law judge (1) may initiate proceedings for the concurrent detachment and annexation of portions of one municipality completely surrounded by another municipality, or (2) may act upon the petition of all of the owners of property in the completely surrounded area. In such cases the chief administrative law judge shall conduct hearings and issue an order pursuant to section 414.09. In arriving at a decision, the chief administrative law judge shall consider the factors in section 414.02, subdivision 3. The chief administrative law judge shall order the proposed action on finding that it will be for the best interests of the municipalities and the property owners. In all cases, the chief administrative law judge shall set forth the factors which are the basis for the decision.

Subd. 4a. [Repealed, 1996 c 303 s 19]

Subd. 5. Property owners may initiate. Property owners may initiate proceedings for the concurrent detachment of their property from one municipality and its annexation to an adjacent municipality by a petition signed by all of them that they submit to the chief administrative law judge accompanied by a resolution of the city council of at least one of the affected municipalities. The chief administrative law judge shall conduct hearings and issue an order pursuant to section 414.09. In arriving at a decision, the chief administrative law judge shall consider the factors in section 414.02, subdivision 3. The chief administrative law judge shall order the proposed action on finding that it will be for the best interests of the municipalities and the property owner. In all cases, the chief administrative law judge shall set forth the factors which are the basis for the decision.

History: 1969 c 1146 s 16; 1973 c 621 s 6; 1975 c 271 s 6; 1978 c 705 s 25-27; 1985 c 30 s 4; 1Sp1986 c 3 art 1 s 53-55; 1991 c 291 art 12 s 26; 1994 c 511 s 9; 1996 c 303 s 17,18; 2002 c 223 s 19; 2006 c 270 art 2 s 12; 2008 c 196 art 2 s 15; 2011 c 115 s 1-3



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Road • P.O. Box 373 • Brainerd, Minnesota 56401-0373

COMMISSION SECRETARY – Business Office 218.829.8726 – FAX 218.829.4703

SUPERINTENDENT OF UTILITIES – Repair Service Operations 218.829.2193 – FAX 218.829.2308

INTERNET WEB SITE – www.bpu.org

November 4, 2016

Honorable Mayor Ed Menk
And Members of the City Council
City of Brainerd
Brainerd, Minnesota 56401

Dear Mayor Menk and City Council Members:

At its regular monthly meeting held October 25, 2016, the Brainerd Public Utilities Commission discussed commencement of the detachment from City of Baxter and annexation to City of Brainerd of the 99.5 acres owned by Brainerd but currently located in Baxter.

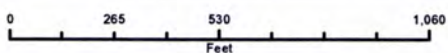
Commission requests the Council initiate necessary proceedings to annex the property to Brainerd through filing of Property Owner Petition for Concurrent Detachment and Annexation with the Office of Administrative Hearings at the State Municipal Boundary Adjustment Unit.

The issue appeared to be resolved in 1994 when the City of Baxter passed a motion to allow the detachment of the property subject to adoption of the Resolution and Joint Powers Agreement by the City of Brainerd, which Brainerd did approve and sign. However, the City of Baxter did not sign the Resolution and Joint Powers Agreement. In September 1997 there were further discussions regarding this matter between the two cities. It appears the main concern had to do with formation of a joint planning board intended to monitor the Conditional Use Permit and future development of BPU property. Baxter wanted to make sure that residents surrounding the property were properly represented if there any concerns.

Our records indicate that there is a process in place that could address any concerns regarding the property. When the new wastewater treatment facility was constructed a Joint Wastewater Management Board (JWMB) was included in the Sewer Use and Capacity Agreement between the two cities on November 27, 2007. Though neither city has appointed members to this oversight group, it is a reasonable option.

Sincerely,

Secretary/Finance Director
Brainerd Public Utilities



Print Date
11/16/2016

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.





Brainerd City Council Agenda Request

9A

Agenda Item #

Requested Meeting Date: November 17, 2016

Title of Item: Conditional Use Permit (CUP) - City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 on behalf of Brainerd Public Utilities, 8027 Highland Scenic Road, Baxter, MN 56425 for property at 1801 Mill Avenue

☐ 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: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 5 minutes
Summary of Issue: Due to increased concerns about erosion on a steep slope adjacent to the Mississippi River hydroelectric dam, Brainerd Public Utilities is proposing to remove approximately 300' of vegetation on the slope and installing rip rap for stabilization.	
Alternatives, Options, Effects on Others/Comments: 1. Approve the request which will permit the rip rap project to occur. 2. Should the City Council think that other options should be considered the CUP can be denied, however the denial must be based on the request not meeting the CUP criteria.	
Recommended Action/Motion: Attached is the Staff Report, draft November 16, 2016 meeting minutes and Finding of Facts. A motion by _____ and 2nd by _____ to _____ approve/deny the Conditional Use Permit for the rip rap stabilization project at the Brainerd hydroelectric dam property located at 1801 Mill Avenue based on the Findings of Facts and condition upon the stabilization be done in accord with the recommendations for using native vegetation described in the November 14, 2016 CWC Soil and Water Conservation letter to BPU Superintendent Scott Magnuson.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

PLANNING COMMISSION
Wednesday, November 16, 2016

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

Noted present were Commissioners Antolak, Headley, Straw, Plantenberg and Turner. Also present were City Planner Ostgarden, City Administrator Thoreen, Planning Intern Bryan Harvey and 5 others.

#2 Approval/Amendment of Agenda

MOTIONED AND SECONDED BY COMMISSIONERS STRAW AND TURNER, DULY CARRIED, TO APPROVE THE AGENDA AS PRESENTED.

#3 Approval of minutes of the regular meeting held on October 19, 2016

MOVED AND SECONDED BY COMMISSIONERS STRAW AND HEADLEY, DULY CARRIED, TO APPROVE THE MINUTES OF THE OCTOBER 19, 2016 REGULAR PLANNING COMMISSION MEETING AS PRESENTED.

#4 NEW BUSINESS

- a) **City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 on behalf of Brainerd Public Utilities, 8027 Highland Scenic Road, Baxter, MN 56425 Conditional Use Permit (CUP) request to permit using rip rap to stabilize a steep slope adjacent to the City of Brainerd owned hydroelectric dam at 1801 Mill Avenue Brainerd, MN 56401**

City Planner Ostgarden reported that due to increased concerns about erosion on a steep slope adjacent to the Mississippi River hydro dam, Brainerd Public Utilities is proposing to remove approximately 300' of vegetation on the slope and installing rip rap for stabilization. He referred to Packet attachments depicting rip rap and how it is used including definitions and pictures.

The Chair opened the Public Hearing at 6:07 P.M.

The Chair recognized Brainerd Public Utilities Superintendent Magnuson who clarified that the erosion is on a hill on the east side of the river at the hydro dam between the driveway and the BIC property. He stated that this has caught the attention of the Federal Energy Regulatory Commission regional engineer based on dam safety, noting that trees on the side hill and maintenance of a fall out pipe will also be addressed. He reported that he met with Crow Wing SWCD representative Beth Hippert onsite and that all agreed that this will be the best solution for the multiple problems on the hill. He also answered questions of the Commission.

The Chair closed the hearing at 6:11 P.M.

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

1. The City of Brainerd owns the hydroelectric dam and adjacent lands on the Mississippi River located in the city. The dam is operated and maintained by Brainerd Public Utilities.
2. The dam property abuts the Brainerd Industrial Center property and it has a steep slope that is creating erosion concerns for the dam and property.

3. Brainerd Pubic Utilities would like to stabilize about 300' lineal feet of the slope with rip rap.
4. The property is located within 300' of the Mississippi River, making it subject to the City of Brainerd Shoreland Management Regulations.
5. The stabilization method has been reviewed by the Crow Wing County Soil and Water Conservation District that has submitted a letter of support for the project subject to conditions.
6. The DNR, MPCA, and Army Corps of Engineers who were notified of the project and each submitted no comments.
7. The project is in keeping with the Zoning Ordinance objective to *Protect and preserve the natural environment of the City.*
8. The plan is consistent with the following Comprehensive Plan Goal and Strategy:
COMMERCIAL/INDUSTRIAL LAND USE
Goal: *PLAN FOR THE ORDERLY, EFFICIENT AND FISCALLY RESPONSIBLE GROWTH OF COMMERCIAL AND INDUSTRIAL DEVELOPMENT IN BRAINERD.*
Strategy
Buffer commercial and industrial developments from environmentally sensitive areas and residential areas within the community.
9. BPU Superintendent Magnuson appeared at the meeting and reported that all parties involved feel this will be the best solution for the multiple problems on the hill.
10. No correspondence was received for or against the CUP.

MOVED AND SECONDED BY COMMISSIONERS STRAW AND ANTOLAK TO ACCEPT THE FINDINGS-OF-FACT.

MOVED AND SECONDED BY COMMISSIONERS HEADLEY AND STRAW, DULY CARRIED, TO RECOMMEND THE APPROVAL OF THE CONDITIONAL USE PERMIT FOR THE RIP RAP STABILIZATION PROJECT AT THE BRAINERD HYDROELECTRIC DAM PROPERTY LOCATED AT 1801 MILL AVENUE BASED ON THE FINDINGS-OF-FACT AND THE CONDITION THAT THE STABILIZATION BE DONE IN ACCORD WITH THE RECOMMENDATIONS FOR USING NATIVE VEGETATION DESCRIBED IN THE NOVEMBER 14, 2016 CWC SOIL AND WATER CONSERVATION LETTER TO BPU SUPERINTENDENT SCOTT MAGNUSON.

#5 PUBLIC FORUM

#6 OLD BUSINESS - Short Term Rental (previously VRBOs) Ordinance Draft Discussion

#7 COMMISSIONERS' QUESTIONS/COMMENTS

#8 CITY PLANNER'S REPORT

#9 ADJOURN – To Workshop to Discuss Proposed Zoning Ordinance Amendment Regarding Cell Towers

Respectfully submitted,

Mark Ostgarden AICP
City Planner

STAFF REPORT TO THE PLANNING COMMISSION

November 7, 2016

CONDITIONAL USE PERMIT

APPLICANT/LOCATION: City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 on behalf of Brainerd Public Utilities, 8027 Highland Scenic Road, Baxter, MN 56425 for property at 1801 Mill Avenue

PROPOSED USE: Riprap project to prevent erosion of a steep slope adjacent to the hydroelectric dam

LOT AREA: Approximately 300' lineal feet of steep slope

CURRENT ZONING: I-2 (General Industrial) District

ADJACENT USE: North: Industrial
East: Industrial
South: Industrial
West: River

ADJACENT ZONING: East: I-2 (General Industrial) District
South: I-2 (General Industrial) District
West: I-2 (General Industrial) District
North: I-2 (General Industrial) District

REPORT

Due to increased concerns about erosion on a steep slope adjacent to the Mississippi River hydro dam, Brainerd Public Utilities is proposing to removing approximately 300' of vegetation on the slope and installing rip rap for stabilization.

In case some are not familiar with riprap and how it is used following is a definition. A photo depicting rip rap on a steep slope is also provided.

Riprap – also known as rip rap, rubble, shot rock or rock armor – is rock or other material used to armor shorelines, streambeds, bridge abutments, pilings and other shoreline structures against scour, water or ice erosion. It is made from a variety of rock types, commonly granite, limestone or occasionally concrete rubble from building and paving demolition. It is used to protect coastlines and structures from erosion by the sea, rivers, or streams. It is used on any waterways or water containment where there is potential for water erosion.



In addition to local zoning requirements all property within 300' of the Mississippi River is required to follow Shoreland Management Regulations that have been adopted by the City of Brainerd.

*Shoreland Management Regulations 530.09 Zoning and Water Supply/Sanitary Provisions Subd. 5.
Storm Water Management*

The following general and specific standards shall apply:

a) General Standards:

- 3. When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle storm water runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.*

A. Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.

- 1. The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.*

There are no district, conditional use provisions or general regulations that apply.

2. *The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.*

There are no special standards that apply.

3. *The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.*

Riprap installation should not create a situation that would be dangerous, injurious or noxious. The purpose of the project is to prevent a condition that could become dangerous and/or injurious.

4. *The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.*

The project location is on the river behind the Brainerd Industrial Center and not visible to the general public.

5. *The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.*

See #4 above.

6. *The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.*

The proposal will have no effect on vehicular access and traffic congestion.

7. *The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.*

The objectives of the Zoning Ordinance are:

515-1-2: *Intent and Purpose.*

- A. *Protect the public health, safety, and general welfare of the community and its people through the establishment of minimum regulations governing development and use.*
- B. *This Ordinance shall divide the City into use districts and establish regulations in regard to location, erection, construction, reconstruction, alteration and use of structures and land.*
- C. *Protect neighborhoods.*
- D. *Promote orderly development and redevelopment of land for residential, commercial, industrial, recreational and public areas.*
- E. *Provide adequate light, air, and convenience of access to property.*
- F. *Prevent congestion in the public right-of-way.*
- G. *Prevent overcrowding of land and undue concentration of structures by regulating land, buildings, yards, and density of population.*
- H. *Protect and preserve the natural environment of the City.*
- I. *Encourage the protection of historic and aesthetic resources in the City.*

- J. *Conserve energy through the use of alternative energy systems and conservation through the encouragement of energy efficient structures for commercial, industrial and residential uses.*
- K. *Provide for compatibility of different land uses.*

The plan is consistent with the following Comprehensive Plan Goal and Strategy:

COMMERCIAL/INDUSTRIAL LAND USE

Goal: *PLAN FOR THE ORDERLY, EFFICIENT AND FISCALLY RESPONSIBLE GROWTH OF COMMERCIAL AND INDUSTRIAL DEVELOPMENT IN BRAINERD.*

Strategy

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

- B. **Requirements for Granting Conditional Use Permits.** *In permitting a new conditional use or the alteration of an existing conditional use, the following requirements shall be met where applicable:*
- 1. *Fire Protection. Fire prevention and firefighting equipment acceptable to the Board of Fire Underwriters shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.*
 - 2. *Electrical Disturbance. No activity shall cause electrical disturbance adversely affecting radio or other equipment in the vicinity.*
 - 3. *Noise. Noise which is determined to be objectionable because of volume, frequency, or beat shall be muffled or otherwise controlled subject to MPCA standards. Fire sirens and related apparatus used solely for public purpose shall be exempt from this requirement.*
 - 4. *Vibrations. Vibrations detectable without instruments on neighboring property in any district shall be prohibited.*
 - 5. *Odors. No odorous gas or matter shall be permitted which is discernible on any adjoining lot or property.*
 - 6. *Air Pollution. No pollution of air by flying ash, dust, smoke, vapors, or other substance shall be permitted which is harmful to health, animals, vegetation or other property.*
 - 7. *Glare. Lighting devices which produce objectionable direct or reflected glare on adjoining properties or thoroughfares shall not be permitted.*
 - 8. *Erosion. No erosion by wind or water shall be permitted which will carry objectionable substances onto neighboring properties.*
 - 9. *Water Pollution. Water pollution shall be subject to the standards established by the Minnesota Pollution Control Agency.*

DEPARTMENT INFORMATION

Engineering
No issues.

Utilities

Attached is a memo from Scott Magnusson, Brainerd Public Utilities Director. Mr. Mangnuson is working with Barr Engineering on a rip rap plan design. It is hoped that

a preliminary plan will be available at the 16th meeting. He has met at the site with Beth Hippert, Crow Wing County Soil and Water Conservation Technician to discuss the proposed plan. Ms. Hippert will be submitting a letter supporting the proposal.

Fire

No issues.

Police

No issues.

Building

No issues.

Planning Department

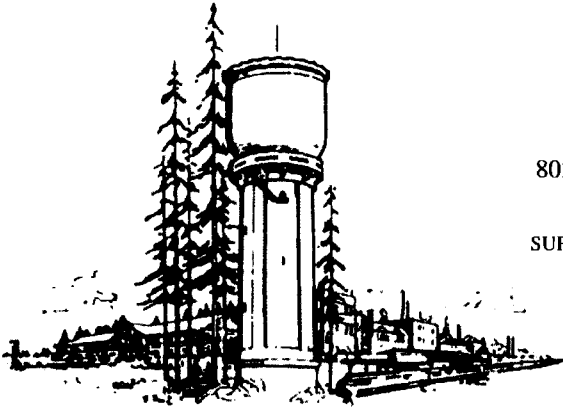
No issues.

PLANNING COMMISSION AND CITY COUNCIL ACTION

The Planning Commission may consider a recommendation at its meeting on November 16, 2016 and the City Council may consider the request at its November 21, 2016 meeting.

Respectfully submitted,

Mark Ostgarden AICP
City Planner



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Road • P.O. Box 373 • Brainerd, Minnesota 56401-0373

COMMISSION SECRETARY – Business Office 218.829.8726 – FAX 218.829.4703

SUPERINTENDENT OF UTILITIES – Repair Service Operations 218.829.2193 – FAX 218.829.2308

INTERNET WEB SITE – www.bpu.org

DATE: November 8, 2016

TO: Brainerd Planning Commission

FROM: Scott Magnuson *sm*

RE: Rip rap on side hill at hydro dam

Over the past summer, we have noticed some erosion on the hill on the east side of the river at the hydro plant between our driveway and BIC property. This has also caught the attention of our regional engineer from FERC (Federal Energy Regulatory Commission) who is charge of dam safety. We have tried a few easy/quick fixes with no good results. We were contacted by the owner of BIC asking about clearing the trees on the side hill and adding fabric and rip rap, allowing BIC to do maintenance on the out fall pipe and various structures.

The pipe is above ground, with structures above and below ground. The pipe carries all of the storm water from the BIC site. The trees were cut down to the stumps a few years ago by former mill owner Wausau, and have already grown back to 20 foot heights. We have had to trim the trees as they grow over are driveway.

This project will eliminate a few problems for both parties involved. I have our hydro dam engineers looking at a design for the rip rap to make sure it is done correctly. Myself, a representative from BIC, and Crow Wing SWCD representative Beth Hippert met onsite, and all agreed that this would be the best solution for the multiple problems on the hill.



Crow Wing Soil and Water Conservation District
322 Laurel St. Suite 22 • Brainerd, MN 56401

11-14-2016

Scott Magnuson

Brainerd Public Utilities

8027 Highland Scenic Rd

Baxter, MN 56425

Dear Mr. Magnuson,

I am writing in regard to proposed solutions for on-going maintenance of an elevated stormwater pipe and related erosion issues on the hillside where it is located. Based on our conversation at the site, November 4, 2016, it is my understanding that the pipe conveys runoff from the entire parking lot and maintenance of the existing pipe is essential. Given this situation, erosion on the hillside is due, in part, to the pipe suspended above the ground concentrating runoff and erosion below. Two options were considered assuming modification of existing infrastructure is not an option:

- 1. Install a combination of rock rip-rap and native vegetation**
- 2. Repair and add native site-specific vegetation**

The most practical option is the first, installing a combination of rip-rap and native vegetation. The second option would be labor intensive and the area would still be subject to being over-run by the existing invasive woody shrub growth that currently blocks access for pipe maintenance.

In option one a linear strip of native herbaceous and 2- 3 rows of woody vegetation is seeded and planted at the top of the hill, from edge of the curb to the crest of the slope. Rip-rap would be placed from that point to the toe of the bank and planted in native perennial grasses between the toe and the road. Preparation for the rock includes vegetation removal, filling in rills and gullies with suitable embankment material, and placing a layer of geo-textile filter and random rip-rap per MnDOT Specification 2511. Seed mix and shrubs are listed below:

- **MnDOT 35-221 (a mix of perennial forbs and grasses)**
- **Native mix of low growing native cool and warm season grasses and legume**
 - **Blue Grama, June Grass, Purple and White Prairie Clover**
- **Native short shrubs: Black Chokeberry and Bush Honeysuckle**



Crow Wing Soil and Water Conservation District
322 Laurel St. Suite 22 • Brainerd, MN 56401

I also see an opportunity at this point in time to begin looking for opportunities to replace the pipe with solutions that reduce runoff. One environmentally sound solution is to replace impervious pavement with pervious and install alternative stormwater practices to collect and infiltrate stormwater. These could also act as pre-treatment chambers when rainfall events exceed capacity, but with less frequency and with lower pollutant loads.

In conclusion, it is my professional opinion that at this point in time a combination of rock rip-rap and native vegetation is the most practical solution for pipe maintenance and infiltration and treatment of stormwater at the top and toe of the slope.

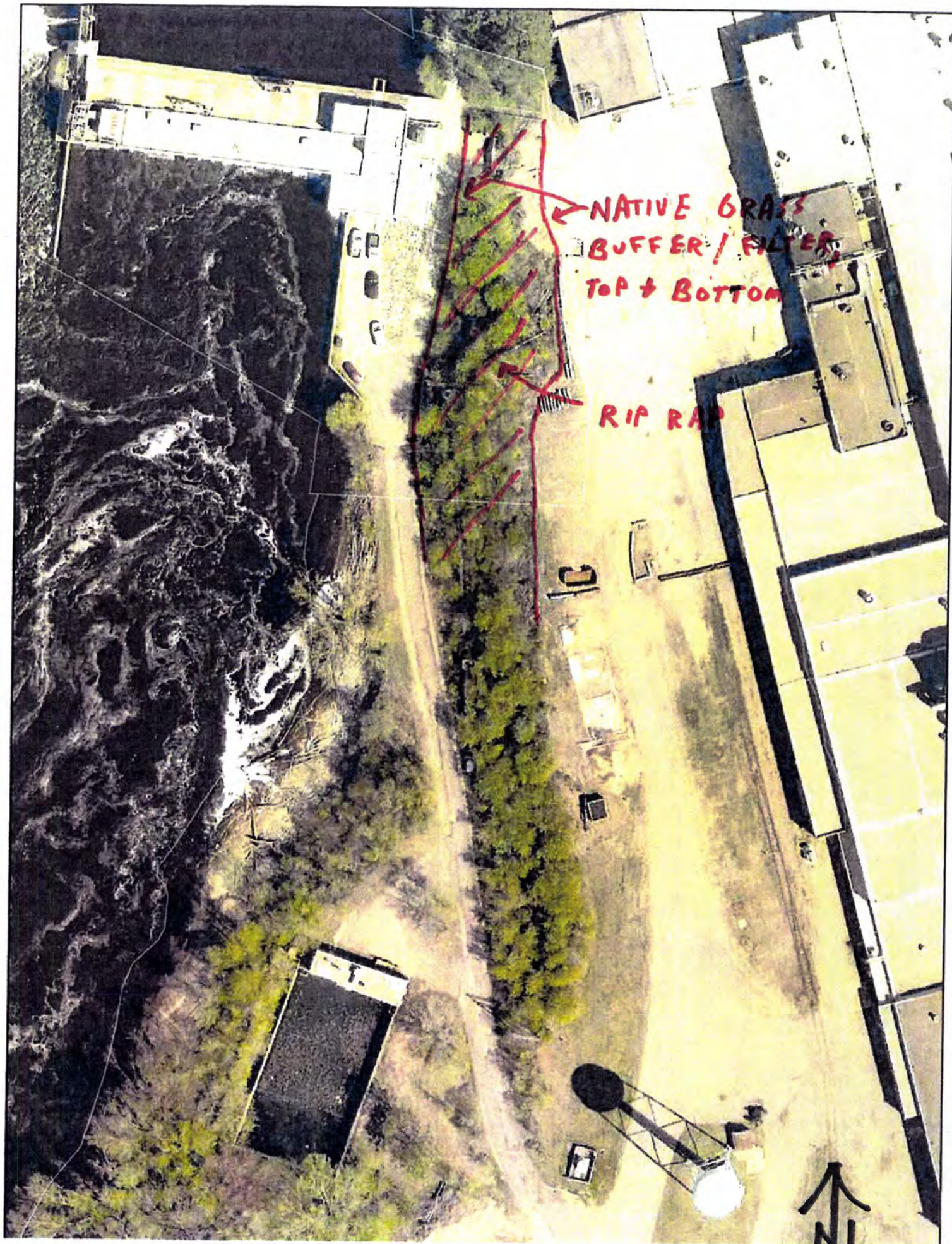
If I can be of further assistance or you have questions I can be reached at 218-828-6197.

Respectfully,

A handwritten signature in black ink, appearing to read "Beth Hippert", written over a horizontal line.

Beth Hippert

Crow Wing SWCD



NATIVE GRASS
BUFFER / FILTER
TOP & BOTTOM

RIP RAP

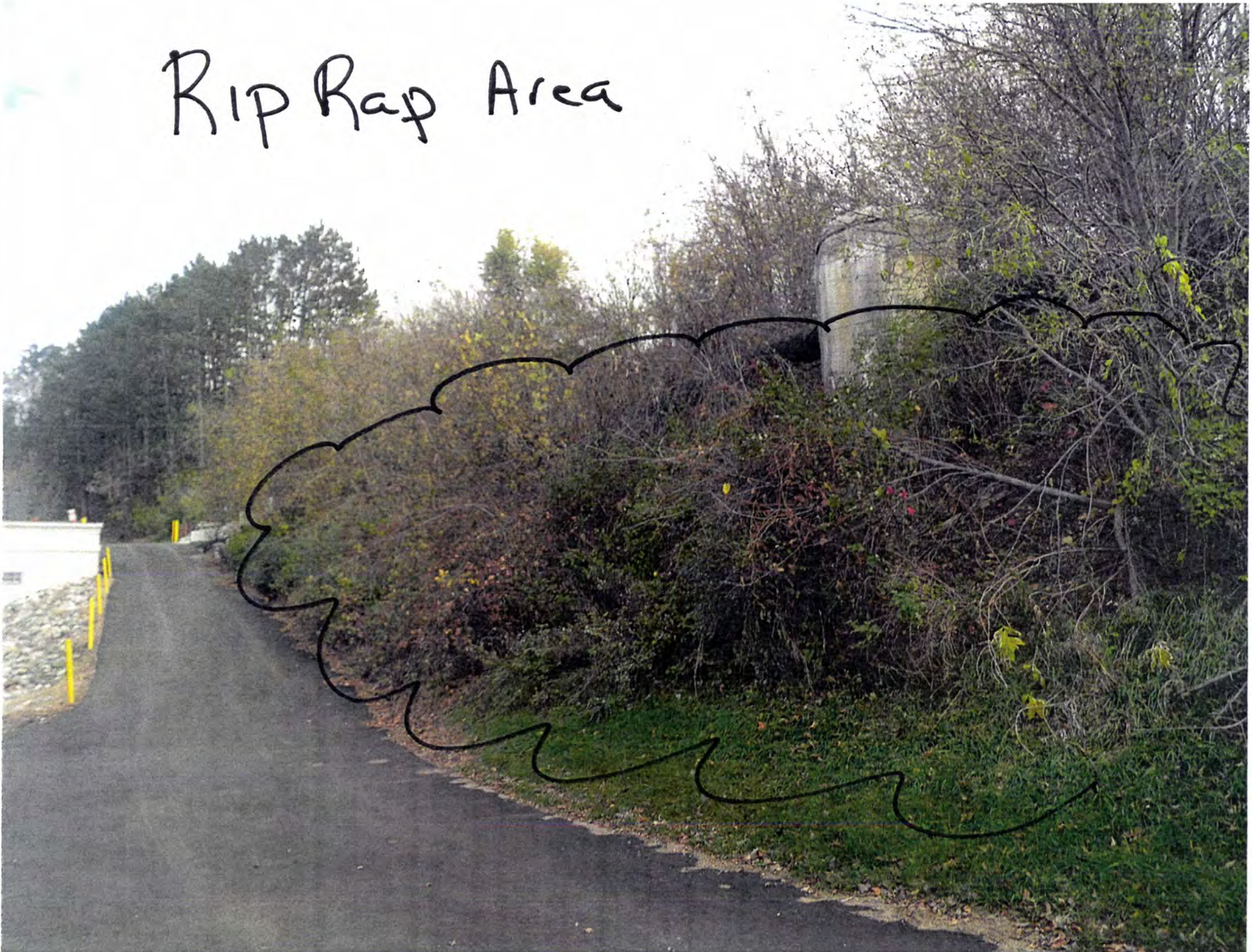


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11

Rip Rap Area





Brainerd City Council Agenda Request

13

Agenda Item #

Requested Meeting Date: November 21, 2016

Title of Item: Closed Session for Union Negotiations Strategies

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title): Kris, Jim and Mary Koep	Estimated Time Needed: 20 minutes
Summary of Issue: Pursuant to M.S. 13D.03 the Council will meet in Closed Session at the conclusion of the Agenda's regular business items.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	