

CITY COUNCIL AGENDA

Brainerd, Minnesota

December 17, 2018

7:30 P.M.

Brainerd City Hall

Council Chambers

1. **Call To Order - 7:30 PM**

2. **Roll Call**

___ K. Stunek ___ K. Bevans ___ D. Badeaux ___ G. Johnson

___ S. Hilgart ___ J. Lambert ___ D. Pritschet ___ Mayor Menk

3. **Pledge Of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**

NOTICE TO PUBLIC - all matters listed are considered routine by the Council and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval Of Minutes**

1. Regular Meeting Held on December 3, 2018
2. Joint Meeting with ISD181 School Board Held on December 4, 2018
3. Budget Workshop Held on December 10, 2018

Documents:

[20181203_CC draft.pdf](#)

[20181204_CC and School Board draft.pdf](#)

[20181210_CC -Budget Hearing and ISD181draft.pdf](#)

B. **Approval Of Licenses**

Contractor Licenses - 1 New - 69 - Renewals
Garbage Hauler's License - 1 Renewal
Tobacco Licenses - 23 Renewals
Taxi Cab Licenses - 2 Renewals
Second Hand Auto Licenses - 8 Renewals
Pawnbrokers Licenses - 2 Renewals
Second Hand Goods Licenses - 2 Renewals

Documents:

2018-12-18 License RPT.pdf
01-01 thru 12-31-18 Renewals.pdf

C. Department Activity Reports

1. Police Chief
2. Finance Director

Documents:

Police Chief Report.pdf

D. Adopt Resolution Accepting Donations & Contributions For The 3rd Quarter 2018

Documents:

3rd Qtr Donations.pdf

E. Memorandum Of Agreement For Arvidson To Serve As Interim Building Official

Documents:

Memorandum of Agreement for Interim Building Official.pdf

F. Resignation Of Paid On Call Firefighter White

Documents:

Resignation of Paid on Call Firefighter White.pdf

G. Resolution Designating Polling Locations For 2019

Documents:

Res - Polling Locations.pdf

6. Council Committee Reports

A. Safety And Public Works Committee - 6:30 P.m.

Documents:

20181217_SPW.pdf

1. Improvement 17-08 - Winter Tree Clearing Quotes

Documents:

Improvement 17-08 - Garfield Safe Routes to School Tree Clearing Quotes.pdf

2. Event/Street Closure Application - Tour Of The Lakes Bike Ride

Documents:

Event and Street Closure Application - Tour of the Lakes Bike Ride.pdf

3. Resolution - Cooperative Agreement With Crow Wing County For Facility Maintenance Services

Documents:

Cooperative Agreement for Facilities Maintenance with Crow Wing County.pdf

4. Resolutions - Transportation Alternatives Application - State Highway 25 Trail Connection From 28th Street SE To 5th Avenue NE

Documents:

Res - Transportation Alternatives Application - Maintain Facility and Project Sponsorship.pdf

5. Stop Sign Request - N 5th Street And Holly Street Intersection

Documents:

Stop Sign Request - N 5th Street and Holly Street.pdf

6. Buffalo Hills Lane Assessment Discussion

Documents:

Buffalo Hills Lane Assessment Discussion.pdf

7. Transportation Network Company Licensure And Regulation Discussion

Documents:

Transportation Network Company Licensing and Regulation.pdf

B. Personnel And Finance Committee - 7:15 P.m.

Documents:

20181217_PF.pdf

1. Approval Of Bills
2. 2019 Parks Facility Fee And Pay Schedule

Documents:

2019 Facility Fee and Pay Schedule.pdf

3. Mill Avenue Park And Memorial Park Parking Lot Leases

Documents:

Park Leases.pdf

4. Renewal Of City Prosecution Agreement With Mallie Law Office

Documents:

Prosecution Agreement.pdf

7. Unfinished Business

A. Committee Recommendations - Recommended By Mayor Menk

- A. Charter Commission - Jeff Czczok - Term to Expire 12/31/2022
- B. Charter Commission - Jan Burton - Term to Expire 12/31/2022
- C. Brainerd HRA - Rebekah Kent - Term to Expire 12/31/2023
- D. Library Board - Karen Strobel - Term to Expire 12/31/2021
- E. Parks and Rec Board - Kevin Yeager - Term to Expire 12/31/2023
- F. Public Utilities Commission - Tad Johnson - Term to Expire 12/31/2023
- G. Rental Dwelling Board of Appeals
 1. Residential Property Manager Representative - Michael Duval - Term to Expire 12/31/2020
 2. Residential Property Manager Representative - Rick Fargo - Term to Expire 12/31/2020
 3. Rental Housing Advocate - Rachel Zetah - Term to Expire 12/31/2020
- H. Transportation Advisory Committee (TAC) - Rachel Zetah - Term to Expire 12/31/2020
- I. Transportation Advisory Committee (TAC) - Mary Koep - Term to Expire 12/31/2019

B. Committee Recommendations - Recommended By Council President

- A. Airport Commission - Staci Headley - Term to Expire 12/31/2021
- B. Planning Commission - Michael Duval - Term to Expire 12/31/2021
- C. Police & Fire Civil Service Commission - Cathy Gray - Term to Expire 12/31/2021

1. Committee Recommendations

Documents:

Committee Recommendations 2018-12-17.pdf

C. Call For Applicants - Informational

(Applications Available in Council Chambers or at the City's Website)(<http://www.ci.brainerd.mn.us>)

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 2021)

Charter Commission - 1 term (Expire 2021) - 1 term (Expire 2022)

Transportation Advisory Committee - 1 term (Expire 2019) 1 terms (Expire 2020)

Rental Dwelling Board of Appeals - 2 terms (see below) - (Expire 2020)

1. *Tenant Representative (1)*
2. *General Public Representative (1)*

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

Planning Commission - 2 terms (Expire 2021)

8. **New Business**

A. **2019 Levy And Budget**

1. Adopt Resolution Setting City and HRA Levies for 2019
2. Motion to Adopt 2019 Budgets

Documents:

Res - 2019 Levy and Budget.pdf

B. **Grant Agreement Between The State Of Minnesota And City Of Brainerd (Northeast Brainerd)**

1. Approve and Authorize Signatures on the Grant Agreement with the State of Minnesota
2. Approve and Authorize Signatures on Administrative Contract with HRA
3. Approve the SCDP Northeast Grant Agreement Procedural Guidelines

Documents:

NE SCDP Grant.pdf

C. School District Property Acquisition Plan Discussion

Documents:

School District Property Acquisition.pdf

D. Brainerd Riverfront Coordinator Proposal

Documents:

Riverfront Coordinator Proposal.pdf

9. Public Forum

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

10. Staff Reports

(Verbal: Any Updates since Packet)

11. Council Member Reports

12. Motion To Closed Session Pursuant To M.S. 13D.03 To Discuss Labor Negotiation Strategy

13. Adjourn

Note: Safety and Public Works Committee will meet at 6:30 P.M.
Personnel and Finance Committee will meet at 7:15 P.M.

ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,
PLEASE CALL 828-2307
Visit the [City's Website](http://ci.brainerd.mn.us) (ci.brainerd.mn.us)

MISSION

"Provide high quality, cost effective public services and leadership in creating
a sustainable city"

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 Pritschet.

Upon roll call, the following members were noted as present: Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert and Pritschet. Mayor Menk was also noted as present.

Council President Pritschet opened the meeting with the Pledge of Allegiance to the Flag.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND HILGART, DULY CARRIED, TO AMEND THE CONSENT CALENDAR BY MOVING ITEM D. L&L LOGISTICS TAXI LICENSE TO 7B. UNDER PRESENTATIONS.

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX TO ADOPT THE CONSENT CALENDAR AS AMENDED.

A. Approval of the Minutes of the Regular Meeting held on November 19, 2018, and the Budget Workshop held on November 26, 2018 - Approved

B. Approval of Licenses - Approved

Garbage Hauler's License - 2 – Renewals

- Waste Management of Minnesota, Inc.
- Waste Partners Inc.

C. Department Activity Reports - Approved

1. Fire Chief
2. Parks Director

Upon roll call, members Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert and Pritschet voted "aye." No member voted "nay." The Chair declared the motion carried.

Business and Community Spotlight

The Chair recognized Mr. Shawn Hunstad, president and CEO of Stern Industries who thanked the Council for the opportunity to speak tonight. Mr. Hunstad stated the company is in their 23rd year in the Brainerd Lakes Area, which started as a rubber company in Staples, MN. Stern Companies has evolved over time into a broker, manufacturer and assembler corporation. Currently, there are two independent companies under the Stern Companies umbrella; Stern Industries and Stern Assembly. Mr. Hunstad gave a brief overview of the Entrepreneurial Operating System (EOS), the company vision and the industries that they serve. The Council thanked him for the presentation.

Presentations

Brainerd Public Utilities (BPU) 2019 Operating & Capital Budget - Approved

Brainerd Public Utilities Superintendent, Mr. Scott Magnuson and Finance Director, Mr. Todd Wicklund reviewed the keys points of the budget and operating costs which had been provided to the Council prior to the meeting. They answered questions of the Council and the Chair thanked them for their presentation.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE BRAINERD PUBLIC UTILITIES 2019 OPERATING AND CAPITAL BUDGET AS ADOPTED BY THE PUBLIC UTILITIES COMMISSION AT THEIR NOVEMBER 27, 2018 MEETING.

L&L Logistics dba Grab-A-Cab Taxi Service, 912 4th Ave NE, Brainerd – Taxi Cab License as New Ownership – Contingent Upon Background Check and Police Approval/Inspections - Approved

Council Member Lambert indicated a question was brought to her regarding the requirement if taxi cab services need to operate 24 hours a day. It was determined that it is not a City requirement and is at the discretion of the service provider.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO APPROVE THE TAXI CAB LICENSE FOR L&L LOGISTICS CONTINGENT UPON BACKGROUND CHECK AND POLICE APPROVAL.

The Chair recognized Mr. John Hoskins, owner of Brainerd Area Taxi who stated a city the size of Brainerd does not need two taxi cab services along with the current transit system. He stated his company is open 24 hours a day and have been for 18 ½ years. He feels all taxi services in Brainerd should be required to operate 24 hours a day and should not be able to pick and choose the fares they want. He indicated Lyft and Uber are coming to the City and there are no requirements regarding licensing and insurance and there should be some regulations.

Council Member Lambert stated she recognizes the concerns from Mr. Hoskins, but the Council cannot mandate the number of taxi companies that can operate a business.

Council discussion took place.

Council Member Bevans has directed SPW staff to research the issue of Uber and Lyft services and regulations to bring back to the next council meeting.

Council Committee Reports

Safety and Public Works Committee Report

Improvement 17- 08 – Request to Authorize Winter Tree Clearing - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO DIRECT STAFF TO PROCEED WITH SOLICITING QUOTES FOR WINTER TREE REMOVAL FOR 20 TREES AS IDENTIFIED AS PART OF THE GARFIELD SAFE ROUTES TO SCHOOL PROJECT AND TO DIRECT STAFF TO NOTIFY AFFECTED PROPERTY OWNERS

OF THE TREE REMOVALS PER THE PROJECT PLAN AND TO REMOVE THE 38 REMAINING TREES BY STREET DEPARTMENT STAFF.

Public Transit Bus Disposals - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND DISPOSE AND RECYCLE BUS #313, RECYCLE BUS #312 AND TO DISPOSE AND SELL BUSES #117 AND #311 ON PUBLIC SURPLUS OR RECYCLE IF UNABLE TO SELL.

Public Transit Bus Parking at City Hall - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO CREATE TWO ENFORCEABLE PARKING SPACES FOR PUBLIC TRANSIT BUS PARKING AND THE INCLUSION OF TWO SIGNS AND PAVEMENT MARKINGS TO DENOTE THE PUBLIC TRANSIT SPACES.

Public Transit Operating Policy Modifications - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO STRIKE *"REQUESTS OF THE DRIVER FOR SCHEDULED TRIP CHANGES ARE DOUBLE FARE"* FROM POLICY 2.1.4 AND REPLACE WITH *"ALL REQUESTS FOR SERVICE AND CHANGES TO SERVICE MUST BE PLACED WITH THE DISPATCHER."*

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ADOPT A NEW POLICY 2.3.2.2 FOR YOUNG CHILDREN RIDERS THAT READS *"YOUNG CHILDREN RIDERS: UNATTENDED CHILDREN AGE EIGHT (8) AND OLDER MAY RIDE THE BUS ALONE WITHOUT A PARENT OR OLDER SIBLING. (CONSIDERATION SHOULD BE GIVEN DEPENDING ON DEVELOPMENTAL ABILITIES). CHILDREN UNDER THE AGE OF EIGHT (8) AND AT LEAST FOUR (4) MAY RIDE WITH A SIBLING WHO IS AT LEAST ELEVEN (11) YEARS OF AGE OR OLDER. ALL CHILDREN MAY RIDE WITH A RESPONSIBLE GUARDIAN, ADULT OR PARENT."*

Public Transit Subscription Fare Increase - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO INCREASE THE SUBSCRIPTION FARE SERVICE PROVIDED FROM \$2.50 TO \$3.00 EFFECTIVE JANUARY 1, 2019.

Personnel and Finance Committee Report

Approval of Bills - Approved

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

Upon roll call, members Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert and Pritschet voted "aye." No member voted "nay." The Chair declared the motion carried.

Northtown Property - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE DONATION UNDER THE TERMS EXPLAINED.

Committee Chair Johnson explained this is the donation that was accepted at the October 1, 2018 council meeting. The parcels and details are now finalized with a park being constructed in summer of 2019 named "The Meadows".

Broadcasting and Live Streaming Council Meetings - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO DIRECT STAFF TO OBTAIN COST OPTIONS TO PROVIDE BOTH LIVE STREAMING AND CABLE BROADCASTING AND WORK WITH THE LAKES AREA MEDIA COLLABORATIVE TO USE A PORTION OF FRANCHISE FEES TO PAY FOR THE UPGRADES.

City Hall Annex Vacancy Notice

Committee Chair Johnson indicated Brainerd Community Action is relocating to the lower level of Bremer Bank.

Council Member Stunek is the board liaison and explained the move is for expansion of the non-profits and there is more available space at Bremer.

Agreement with the Cities of Baxter and Nisswa for Joint Prosecution Services - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE JOINT PROSECUTION SERVICES AGREEMENT WITH NISSWA AND BAXTER AND AUTHORIZE EXECUTION OF THE DOCUMENT.

Renewal of City Prosecution Agreement with Mallie Law Office

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO APPROVE THE ATTACHED PROSECUTION AGREEMENT WITH MALLIE LAW OFFICE AND AUTHORIZE EXECUTION OF THE DOCUMENT WITH THE PROPOSED CHANGES.

Committee Chair Johnson stated he thought the document had been amended and was the one to be presented. The attached document is not the complete document as an email was distributed to council with amendments and does not think the law firm has seen the agreement with the changes.

City Administrator Torstenson indicated the law office has viewed the document, but there was some misunderstanding on the language used. The email was provided as a quick update from the Personnel and Finance Committee meeting for the council meeting. The modifications that need to be made is to correct the date to expire December 31, 2019 and should commence January 1, 2020. The language in the termination clause needed to be updated to what is shown in the email provided.

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO AMEND THE MOTION TO INCLUDE THE CORRECT DATE AND THE TERMINATION CLAUSE AS AMENDED IN THE EMAIL.

Council Member Hilgart does not agree with the premise of adopting an agreement that does not exist in the format that is to be approved.

Members Stunek, Bevans, and Pritschet voted “aye”. Members Badeaux, Johnson, Hilgart and Lambert voted “nay”. The Chair declared the motion failed.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO APPROVE THE ATTACHED PROSECUTION AGREEMENT WITH MALLIE LAW OFFICE AND AUTHORIZE EXECUTION OF THE DOCUMENT WITH THE PROPOSED CHANGES.

The Chair recognized Mr. Matt Mallie with Mallie Law Office who stated he is willing to wait two weeks until the next council meeting for the agreement to be approved.

Members Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert and Pritschet voted “nay”. The Chair declared the motion failed.

Unfinished Business

Call for Applicants – Informational:

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

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 2021)

Charter Commission – 1 term (Expire 2021) – 3 terms (Expire 2022)

Housing & Redevelopment Authority – 1 term (Expire 2023)

Library Board – 1 term (Expire 2021)

Park Board – 1 term (Expire 2023)

Public Utilities Commission – 1 term (Expire 2023)

Transportation Advisory Committee – 1 term (Expire 2019) – 3 terms (Expire 2021)

Rental Dwelling Board of Appeals – 2 terms (see below) 3 terms– (Expire 2020)

1. *Residential Property Manager Representative (2)*
2. *Residential Rental Housing Advocate Representative (1)*
3. *Tenant Representative (1)*
4. *General Public Representative (1)*

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

Airport Commission – 1 term (Expire 2021)

Planning Commission – 3 terms (Expire 2021)

Police & Fire Civil Service Commission – 1 term (Expire 2021)

Public Forum

The Chair opened the Public Forum at 8:30 p.m.

The Chair recognized Ms. Gail Henke, 807 Wright St., who stated she wanted to bring up the lack of parking at Harrison Elementary for the remodel taking place. It is needed for staff, parents and grandparents.

The Chair recognized Ms. Tiffanie Knapp, 7169 Hilltop View Rd., who said she hopes both the school board and the council consider a long-term vision that would be best for both the City and for Harrison. It is a unique school that could be an asset to the City if the school district can have the space that they need to provide for parking and a new gymnasium. It could attract people to the neighborhood and possibly new development on the south side.

The Chair recognized Ms. Sarah Katzenberger, 9153 County Rd. 23, who is a parent of Harrison Elementary. She stated every day when she picks up her child, she walks with her two younger children from parking on the street. She stated that the notion of having more people walk to school is not necessarily an option, as many families that attend Harrison live several miles away and do not reside in the neighborhood. Ms. Katzenberger said the bus route is an hour and a half and does not want to miss that much time with her daughter on a daily basis. She stated the traffic on Oak Street travels faster than they should and it is not safe.

The Chair recognized Ms. Jennifer Bade, 615 4th Ave NE, who indicated her property is to be acquired from the school district. She said she is very sad to have to move, but the safety issue is a big problem with children in danger of being hit by vehicles. The traffic on 4th Avenue is too fast, and many do not watch out for pedestrians. She stressed the urgency to take care of the problem and come up with a solution.

The Chair closed the Public Forum at 8:36 p.m.

Staff Reports

City Engineer Sandy stated the motel on south 6th Street has been removed. The office building will be left until the spring, as the owner of Exhaust Pros has requested, to avoid having an exposed wall during the winter months.

City Administrator Torstenson indicated she will be attending an Opportunity Zone training next week and is hoping to bring back some helpful information for our City.

Mayor Menk stated he has had the pleasure of serving as Mayor for the past three years and thanked the community for electing him as Mayor for another term.

Council Member Reports

Council Member Hilgart had the opportunity to attend the first Community Conversation for the Self-Healing Communities last Tuesday at Lowell School. There were 92 community members that attended the meeting and looks forward to the next one.

Council Member Badeaux also attended the Community Conversation and had good conversations with the people attending. He is pleased to see the support for the movement in discussing adverse childhood experiences.

Council Member Stunek stated he is looking forward to the joint meeting with the school board tomorrow night to hopefully finalize many of the issues.

Council President Pritschet thanked everyone that appears to speak for public forum because it helps the Council in determining what the public wants on many decisions that are made.

Council Member Lambert announced the following applicants for the Ad Hoc committee for Rental Ordinance Conduct on Premises Review that she is the council liaison:

- Mr. John Prozinski – Public input
- Mr. John Cullinane – Landlord
- Mr. Rick Fargo - Landlord
- Ms. Shannon Fortune – Tenant Advocate from HRA
- Mr. Nathan Bertram – Tenant Advocate from Crow Wing Social Services

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO APPOINT THESE MEMBERS TO THE RENTAL ORDINANCE CONDUCT ON PREMISES REVIEW COMMITTEE.

Motion to Closed Session Pursuant to MN Statutes 13D.03 to Discuss Labor Negotiation Strategy – 8:46 p.m.

Recess to the Joint Meeting with the School Board on Tuesday, December 4, 2018 at 6:00 p.m. and to the Budget and Levy Public Hearing on Monday, December 10, 2018 at 6:00 p.m. – 9:17 p.m.

The Chair adjourned the meeting at 9:17 p.m.

Cassandra Torstenson
City Administrator

Pursuant to due call and notice thereof, the Joint Meeting of the Brainerd City Council and ISD181 School Board was called to order at 6:00 P.M. by Council President Pritschet.

Upon roll call, the following members were noted present: School Board members Nelson, Kern, Haglin, Nystrom, and Campbell. Council members Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert, Pritschet, and Mayor Menk. School Board member Robinson was noted as absent.

Council President Pritschet opened the meeting with the Pledge of Allegiance to the Flag.

Discussion and Updates Regarding Parking in Brainerd

The Brainerd School Board reviewed the updated plans highlighting the changes to the individual facilities.

Harrison Elementary – The original 14 properties to be acquired has decreased to 12 parcels with eight owners. The parking has been eliminated from the west side and all parking will now be only on the east side at the corner of Oak and 16th Street. The original plan proposed 42 spots that have now decreased to 38 spots. The bus loading and unloading is to be located on Norwood Street on the north side at the new entrance with the parent pick up and drop off on 15th Street. The proposed street plans will vacate 16th Street and 15th Street will become a one-way only street.

Brainerd High School – The original four properties to be acquired has decreased to two parcels with one owner. The parking spots decreased from 320 to 284, plus 15 spots designated as accessible parking. This lot will be close to the estimated 300 spots needed for the new performing arts center. The proposed street plans will vacate Pine Street between South 5th and South 6th and traffic calming efforts will be made on South 5th Street.

Lowell Elementary – The original five properties to be acquired has decreased to three. The parking lot proposed on Third Avenue between H and G Streets decreased from 58 spots to 37, plus two spots designated as accessible parking. The plan also proposes to change G Street to a one-way and add a lane for parent pick-up/drop-off to eliminate the children being dropped off on the opposite side of the street to cross.

Garfield Elementary – The original four properties to be acquired has decreased to two. The parking lot proposed near the corner of 11th Avenue and L Street decreased from 65 spots to 27, plus two spaces designated as accessible parking. Two more accessible spaces would be added to L Street. All other plans remain the same.

Mr. Tim Ramerth, from Widseth Smith Nolting (WSN) stated the changes being proposed on 5th Street are traffic calming measures, such as a serpentine drive implemented to slow traffic and raised median crossways for pedestrians. There are other options that may be incorporated such as landscaping.

Ms. Laine Larson, superintendent for ISD181 stated the main entrance to the high school will remain on 5th Street. She explained once the school day begins, all the entrances around the building except for the main entrance on the east side will be locked during the day for safety and

protection. At each of the entrances in all 12 facilities, there will be a standardized controlled entrance that will consist of entering a first set of doors into a vestibule which a person would check in with the executive assistant staff member to obtain a visitor badge. This is one of the safety measures being taken at all facilities.

Council Member Badeaux indicated the number one concern is the pick-up and drop-off procedures. The plans for Harrison Elementary appear to show a lot of congestion on Oak Street heading north. Ms. Larson stated with the buses now relocated to Norwood Street, the parents will not be in the traffic lane on Oak Street which is safer than having large buses there for pedestrians.

Council Member Badeaux asked about the current parent drop-off procedures, specifically at Harrison and Lowell where staff and parents have witnessed seeing students dropped off in the middle of the road and if the discussion with parents has taken place about the dangers of doing so. Mr. Haglin stated although it is hard to enforce but would improve with the designated drop-off areas and correct signage.

City Administrator Torstenson advised the school district to work with City Engineer Sandy on road configurations and design ideas that could assist in the project.

Ms. Laine Larson stated she commends the board for spending a great deal of time to look at these properties, to take into consideration the issues that the Council had brought forward and the needs the district has. She said she is pleased to hear some of the things that have been said tonight and wants everyone to understand the good faith effort that the board of education has put forth to try to find a consensus.

Additional discussion took place.

Council members agreed to vote on the school district's plans during the Budget Workshop public hearing taking place on Monday, December 10th at 6:00 p.m.

Adjourn

The Chair adjourned the meeting at 7:17 p.m.

Cassandra Torstenson
City Administrator

**Brainerd, MN
December 10, 2018**

Pursuant to due call and notice thereof, the Special Meeting of the Brainerd City Council was called to order at 6:00 P.M. by Council President Pritschet.

Upon roll call, the following members were noted present: Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert, Pritschet, and Mayor Menk. Also present were City Administrator Torstenson, Finance Director Hillman, City Engineer Sandy, Police Chief McQuiston, and Parks Director Sailer.

Consideration of ISD181 revised Property Acquisition and Construction Plans

The Chair opened a Public Comment Period.

Mr. Ed Shaw, 521 N 9th St., Brainerd thanked the Council and the Planning Commission for their work in the project in obtaining a revised plan from the school board. He stated the revised plan reduces the parking lots, but it is still not a good idea. It involves taking a large amount of property, spending millions of dollars, and converting areas of the City into asphalt for parking. He stated that Council should not make a final decision tonight.

The Chair closed the Public Comment Period.

Mayor Menk stated one issue that needs more discussion is 15th Street by Harrison Elementary that the district proposed making into a one-way street. He indicated he would like the school board and City Engineer Sandy to review the final layout that is being proposed and consider a different option.

Council discussion took place.

MOVED BY ALDERMAN LAMBERT TO APPROVE THE REVISED PROPERTY ACQUISITION AND CONSTRUCTION PLANS WITH THE EXCEPTION OF THE 15TH STREET ONE-WAY PROPOSAL AND DIRECT THE CITY ENGINEER TO WORK WITH THE SCHOOL BOARD ON OTHER OPTIONS FOR 15TH STREET SE.

The motion died for lack of a second.

MOVED AND SECONDED BY ALDERMEN STUNEK AND BEVANS TO DIRECT THE ENGINEERING STAFF TO WORK WITH THE SCHOOL BOARD FOR A REVISED OPTION FOR THE 15TH STREET PLANS AND TO REVIEW ALL SITE PLANS.

Members Stunek, Bevans, Badeaux, Hilgart and Johnson voted "aye". Members Lambert and Pritschet voted "nay". The Chair declared the motion carried.

2019 Budget and Levy Working Fund Discussion

Finance Director Hillman presented an overview of the Minnesota property tax timeline, a comparison of the City's Estimated Market Value for pay years 2019 and 2020, the 2019 Levy and Budget, and the estimated impact to both Residential Homestead and Commercial/Industrial Properties.

Public Hearing

The Chair opened the Public Hearing at 6:30 p.m.

The Chair recognized Mr. Chuck Marohn, 616 N 4th St., Brainerd who stated his views regarding the City Hall project and how it relates to the budget and levy.

The Chair recognized Mr. Ed Shaw who spoke about the City Hall project and the need to retain old buildings in Brainerd. He stated Brainerd is a modest city that cannot afford this amount of money to proceed with this project.

The Chair recognized Mr. Marvin Johnston, 1910 Graydon Ave., Brainerd who stated he donated a parcel of land to the City and the tax statement from Crow Wing County still shows it in his name and delinquent on taxes. Staff will be in contact with the county and will respond to Mr. Johnston promptly.

The Chair closed the Public Hearing at 6:41 p.m.

Adjourn

The Chair adjourned the meeting at 6:41 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
December 17, 2018
(1 New, 69 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
R J MECHANICAL, INC. 901 INDUSTRIAL PARK RD N PO BOX 373 MORA, MN 55051 19-0001	(320) 679-0602	MECH PLUM HPPB	1/1/2020	12/2/2020	MB004174 PC001353 HC000133
PRAIRIES EDGE PLUMBING & HEATING LL 26123 CO RD 30 LONG PRAIRIE, MN 56347 19-0002	(320) 732-3979	MECH PLUM	6/17/2019	6/28/2020	MB005342 PC002985
JOHN FRANZEN STUCCO, LLC 30012 EAST HORSESHOE LAKE RD MERRIFIELD, MN 56465 19-0003	(218) 820-2160	STUC	12/1/2019	12/31/2019	
GULL LAKE GLASS, INC. 18441 STATE HWY 371 BRAINERD, MN 56401 19-0004	(218) 829-2881	GLAS	9/22/2019	12/31/2019	
GRANITE CITY REFRIG. & SHEET METAL PO BOX 358 SAUK RAPIDS, MN 56379 19-0005	(320) 252-3111	MECH	5/1/2019	9/1/2020	MB003158
RYAN COMPANIES US, INC. 533 SOUTH THIRD STREET SUITE #100 MINNEAPOLIS, MN 55415 19-0006	(612) 492-4000	GENL	3/31/2019	12/31/2019	
HVAC TECH HEATING & AIR 13213 COUNTY ROAD 8 BRAINERD, MN 56401 19-0007	(218) 838-4708	MECH	8/15/2019	8/25/2020	MB664932
MASTER MOBILE HOME SERVICE, INC. 1486 CLOUD DRIVE NE BLAINE, MN 55449 19-0008	(763) 755-7555	MECH	2/19/2019	9/3/2020	MB003380
GRAVELLE PLUMBING & HEATNG, INC. 223 FIRST AVENUE NW AITKIN, MN 56431 19-0009	(218) 927-2624	MECH PLUM TECH	9/1/2019	10/15/2020	MB003759 PC645381 TS001809
GRANITE CITY ROOFING, INC. PO BOX 1482 ST. CLOUD, MN 56302 19-0010	(320) 253-4441	ROOF	5/1/2019	12/31/2019	
ELITE UNDERGROUND, INC. 9351 OAK BLUFF ROAD BRAINERD, MN 56401 19-0011	(218) 829-1553	UTIL	3/5/2019	12/31/2019	

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
December 17, 2018
(1 New, 69 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
D.R.S.C. CONCRETE, INC. 13464 5TH AVENUE NE RICE, MN 56367 19-0012	(320) 393-4888	MASO	8/19/2019	12/31/2019	
ALL ELEMENTS, INC. 301 CHELSEA ROAD MONTICELLO, MN 55362 19-0013	(763) 314-0234	ROOF	9/1/2019	12/31/2019	BC323540
THELEN HEATING & ROOFING, INC. 1717 13TH STREET SE BRAINERD, MN 56401 19-0014	(218) 829-1491	MECH PLUM GENL	4/1/2019	9/24/2020	MB003283 PC738578 BC638379
TANK & TOWER FOUNDATIONS INC. 3156 50TH STREET NE BUFFALO, MN 55313 19-0015	(763) 682-9275	MASO	3/1/2019	12/31/2019	
SCENIC SIGN CORPORATION 828 SOUTH 5TH STREET PO BOX 881 SAUK RAPIDS, MN 56379 19-0016	(320) 252-9400	SIGN	11/1/2019	6/19/2019	SB693852
VINCO, INC. 18995 FOREST BLVD N. PO BOX 907 FOREST LAKE, MN 55025 19-0017	(651) 982-4642	TELE	5/1/2019	12/31/2019	
OLYMPIC COMPANIES INC. 2823 HEDBERG DRIVE MINNETONKA, MN 55305 19-0018 (new)	(952) 546-8166	GENL	9/30/2019	12/31/2019	
BERCHER CONSTRUCTION, INC. 7676 DESIGN ROAD SUITE 100 BAXTER, MN 56425 19-0019	(218) 829-1381	GENL	1/1/2020	12/31/2019	BC004461
ROSS LEWIS SIGNS, INC. 2201 BARDWELL DRIVE NW BEMIDJI, MN 56601 19-0020	(218) 751-1204	SIGN	1/19/2019	2/7/2020	SB678195
PRATT'S AFFORDABLE EXCAVATING INC. 23069 SWAN LANE MERRIFIELD, MN 56465 19-0021	(218) 765-4244	EXCA SSTS	9/1/2019	12/31/2019	L1341
MICHELS CORPORATION 817 WEST MAIN STREET BROWNSVILLE, WI 53006 19-0022	(920) 583-3132	MECH PLUM	2/1/2019	10/29/2019	MB674871 PC646114

CITY OF BRAINERD
LICENSED CONTRACTORS
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(1 New, 69 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
JAMES KLINK CONSTRUCTION 11460 COUNTY ROAD 144 BRAINERD, MN 56401 19-0023	(218) 251-1475	GENL	6/12/2019	12/18/2019	BC637771
J.R. JENSEN CONSTRUCTION COMPANY 814 21ST AVENUE E SUPERIOR, WI 54880 19-0024	(715) 398-6626	GENL	4/1/2019	12/31/2019	
FRANZEN BROS. PLASTERING LLC 10872 COUNTY ROAD 8 BRAINERD, MN 56401 19-0025	(218) 764-2474	DRYW	8/1/2019	12/31/2019	
ALL SEASON HEATING & AC OF BRD, INC 11502 THIESSE ROAD BRAINERD, MN 56401 19-0026	(218) 825-0513	MECH	12/1/2019	10/8/2020	MB004765
MINNESOTA SEAMLESS CONCEPTS INC 3622 30TH STREET SE SUITE 4 ST CLOUD, MN 56304 19-0027	(320) 733-2633	GENL	7/21/2019	12/31/2019	BC712606
MID-STATE CUSTOM HOMES INC. 1201 SHAMROCK LANE ALBANY, MN 56307 19-0028	(320) 845-7750	INSU GENL	9/1/2019	12/31/2019	BC191211
KENKO DRYWALL, INC. 14181 242ND AVENUE PIERZ, MN 56364 19-0029	(320) 630-6801	DRYW	8/15/2019	12/31/2019	
BARRIE REMPEL BUILDER 15381 DEMERY ROAD BRAINERD, MN 56401 19-0030	(218) 838-4888	GENL	5/21/2019	12/31/2019	BC631941
JIBEC HEATING & COOLING (NIGGELER) 1775 DANDELION LANE SW BRAINERD, MN 56401 19-0031	(218) 828-0330	MECH	9/1/2019	11/21/2020	MB005584
R & H DRYWALL, INC. 26023 HWY 27 PO BOX 400 PIERZ, MN 56364 19-0032	(320) 468-6808	DRYW	3/15/2019	12/31/2019	
PETE'S CABIN CARE, INC. 32781 CULLEN CT BREEZY POINT, MN 56472 19-0033	(218) 838-7165	GENL	4/6/2019	12/31/2019	BC634328
MP NEXLEVEL, LLC	(320) 963-2400	UTIL	8/31/2019	12/31/2019	

CITY OF BRAINERD
LICENSED CONTRACTORS
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(1 New, 69 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
500 COUNTY ROAD 37 E MAPLE LAKE, MN 55358 19-0034					
MASTER PLUMBING & HEATING OF BRD 17131 MOGENSEN ROAD BRAINERD, MN 56401 19-0035	(218) 829-2443	PLUM MECH	10/15/2019	12/31/2019	PC644493 MB005013
HORIZON ROOFING INC. 2010 COUNTY ROAD 137 WAITE PARK, MN 56387 19-0036	(320) 252-1608	ROOF	6/13/2019	12/31/2019	
GPS RESTORATION SOLUTIONS LLC 7757 COLLEGE RD SUITE 105 BAXTER, MN 56425 19-0037	(218) 454-0805	GENL	1/27/2019	12/31/2019	BC678734
ALTERS MASONRY CONCRETE, INC. 19784 SEE GULL ROAD BRAINERD, MN 56401 19-0038	(218) 828-1820	MASO	2/27/2019	12/31/2019	
BRAINERD LAKES HEATING & AIR LLC 21538 COUNTY ROAD 3 MERRIFIELD, MN 56465 19-0039	(218) 963-3131	MECH	2/16/2019	9/1/2020	MB641768
PIKE PLUMBING & HEATING OF BRAINERD 830 BROOK STREET BRAINERD, MN 56401 19-0040	(218) 829-4332	PLUM MECH	1/1/2019	12/31/2019	PC645518 MB003963
PROFESSIONAL MECHANICAL SERVICES LLC 18983 YORK STREET NW, STE C ELK RIVER, MN 55330- 19-0041	(763) 205-6820	MECH	8/22/2019	8/21/2020	MB003767
BEAR CREEK BUILDERS LLC 8226 GULLWOOD ROAD LAKESHORE, MN 56468 19-0042	(612) 810-9919	GENC	9/21/2019	12/31/2019	
KRAEMER HEATING & AC LLC 21034 FRUITWOOD ROAD RICHMOND, MN 56368 19-0043	(320) 597-7272	MECH	9/1/2019	9/30/2020	MB746727
SCHAFER BUILDING MAINTENANCE 6037 85TH STREET NE FOLEY, MN 56329 19-0044	(320) 387-3205	CROO	3/7/2019	12/31/2019	

CITY OF BRAINERD
LICENSED CONTRACTORS
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(1 New, 69 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
Q3 CONTRACTING, INC. 3066 SPRUCE STREET LITTLE CANADA, MN 55117 19-0045	(651) 224-2424	EXCA	2/28/2019	12/31/2019	
W. GOHMAN CONSTSRUCTION CO. 815 EAST COUNTY ROAD 75 PO BOX 250 ST. JOSEPH, MN 56374 19-0046	(320) 363-7781	GENL	4/1/2019	12/31/2019	
RICE LAKE CONSTRUCTION GROUP 22360 COUNTY ROAD 12 PO BOX 517 DEERWOOD, MN 56444 19-0047	(218) 546-1903	GENL	11/1/2019	12/31/2019	
RASINSKI EXCAVATING, INC. 10775 PINEWOOD DRIVE SW NISSWA, MN 56468 19-0048	(218) 825-8609	EXCA SSTS	5/1/2019	12/31/2019	L133
QWEST CORPORATION dba: CENTURY LINK 4658 HEATHERWOOD RD ST. CLOUD, MN 56301 19-0049	(651) 312-7087	UNGD	9/1/2019	12/31/2019	
DAIKIN APPLIED AMERICAS INC. 13600 INDUSTRIAL PARK BOULEVARD MINNEAPOLIS, MN 55441 19-0050	(763) 553-5330	MECH TECH HPPB	4/1/2019	10/8/2020	MB003904 TS002163 HC004213
MARV'S INTERIORS/DRYWALL LLC 3807 WOODLAWN STREET BRAINERD, MN 56401 19-0051	(218) 839-8475	DRYW	10/26/2019	12/31/2019	
CROSSLAKE SHEETMETAL, INC. P.O. BOX 191 CROSSLAKE, MN 56442 19-0052	(218) 692-2177	MECH	7/15/2019	10/23/2020	MB003832
CARL E. JOHNSON PLUMBING & HEATING RR 3, BOX 26 MILACA, MN 56353 19-0053	(320) 983-2171	MECH PLUM	9/25/2019	11/17/2020	MB003624 PC003624
BRAINERD GLASS, INC. 302 5TH AVENUE NE SUITE 4 BRAINERD, MN 56401 19-0054	(218) 829-5430	GLAS	3/27/2019	12/31/2019	
AIRTECH HEATING AND COOLING OF BRD 624 WASHINGTON ST BRAINERD, MN 56401 19-0055	(218) 297-0130	MECH	3/28/2019	7/28/2020	MB713591

CITY OF BRAINERD
LICENSED CONTRACTORS
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December 17, 2018
(1 New, 69 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
A-1 ENTERPRISES, DBA: A-1 ROOFNG 43716 CONIFER STREET AITKIN, MN 56431 19-0056	(218) 678-2493	GENL	10/20/2019	12/31/2019	BC636806
PROJECT ONE CONSTRUCTION, INC. 10375 COUNTY ROAD 8 KIMBALL, MN 55353 19-0057	(320) 398-7000	GENL	1/1/2020	12/31/2019	BC635377
KEN'S HEATING & MOBILE HOME SUPPLY 42281 290TH STREET AITKIN, MN 56431 19-0058	(218) 821-6720	MECH	5/4/2019	4/21/2020	MB005039
H&H MASONRY, LLC 23305 STATE HWY 18 DEERWOOD, MN 56444 19-0059	(218) 764-2389	MASO	7/8/2019	12/31/2019	
NORTHERN AIR PLUMBING & HEATING LLC 273 WESTWOOD DRIVE AITKIN, MN 56431 19-0060	(218) 927-6828	MECH PLUM	12/11/2019	12/13/2019	MB735452 PC735451
TOM'S BACKHOE SERVICE, INC. 323 WOODLAND HILLS LANE BRAINERD, MN 56401 19-0061	(218) 828-4232	EXCA PIPE SSTS	7/1/2019	12/31/2019	PB643233 L408
JORDAHL CONCRETE & MASONRY PO BOX 546 MOTLEY, MN 56466 19-0062	(218) 270-0137	MASO	4/26/2019	12/31/2019	
EXTREME PLUMBING AND HEATING INC 7516 BLUE WATER BEACH ROAD WALKER, MN 56484 19-0063	(218) 851-2048	PLUM	5/16/2019	12/31/2019	PC716813
CENTRAL LAKES DRYWALL, INC. PO BOX 2569 BAXTER, MN 56425 19-0064	(218) 820-9600	DRYW	9/1/2019	12/31/2019	
NC PLUMBING & HEATING INC DBA NORTH 13688 KIMBERLY ROAD CROSSLAKE, MN 56442 19-0065	(218) 692-3000	MECH PLUM	3/1/2019	3/1/2019	MB721187 PC721186
W. L. HALL COMPANY 530 15TH AVENUE S. HOPKINS, MN 55343 19-0066	(952) 974-7612	GENL	4/1/2019	12/31/2019	

CITY OF BRAINERD
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CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
ASPEN CREEK PLUMBING & HEATING LLC 20271 STATE HWY 18 BRAINERD, MN 56401 19-0067	(218) 764-2731	PLUM MECH	7/1/2019	12/31/2019	PC669464 MB669490
TELCOM CONSTRUCTION, INC. 2218 200TH STREET E PO BOX 189 CLEARWATER, MN 55320 19-0068	(320) 547-1099	UTIL	1/31/2019	12/31/2019	
CLASSIC SIDING, INC. 4687 PINE BEACH ROAD BRAINERD, MN 56401 19-0069	(218) 828-1757	SIDE	4/6/2019	12/31/2019	
NEUMANN CONSTRUCTION, INC. 3552 44TH STREET SW PINE RIVER, MN 56474 19-0070	(218) 270-0009	GENL	9/18/2019	12/31/2019	BC586859

2019 LICENSE RENEWALS DECEMBER 17, 2018 COUNCIL MEETING

GARBAGE LICENSE – 3 Renewals

Garrison Disposal dba Nisswa Sanitation
PO Box 308
Aitkin, MN 56431

Waste Management of Brainerd – APPROVED 12/3/18
7968 Industrial Park Road
Baxter, MN 56425

Waste Partners, Inc. – APPROVED 12/3/18
2928 State Hwy 371
Pine River, MN 56474

TOBACCO LICENSES – 23 Renewals

S & R Quisberg, Inc. dba Brainerd Cub Foods
417 8th Ave NE
Brainerd, MN 56401

Hollco, Inc. dba Eastside Superamerica #4880
421 NE Washington Street
Brainerd, MN 56401

Mill Avenue Holiday
1500 Mill Avenue
Brainerd, MN 56401

Cashwise Liquor
513 B Street NE
Brainerd, MN 56401

Evas dba Southside Express
701 Industrial Park Rd SW
Brainerd, MN 56401

Yesterday's Gone
219 S 9th Street
Brainerd, MN 56401

Cornerstone Liquor
817 Washington Street
Brainerd, MN 56401

Family Dollar
402 Washington Street
Brainerd, MN 56401

Casey's General Store
850 Lum Park Road
Brainerd, MN 56401

Hollco, Inc. dba Triangle Store
901 Oak Street
Brainerd, MN 56401

Pine Square
3325 Oak Street
Brainerd, MN 56401

Silverstrand Inc. dba Pine Liquor
3325 Oak Street

Lakes Vape & Rec Supply
718 Laurel St
Brainerd, MN 56401

Highway 25 Liquor
1424 Mill Avenue NE
Brainerd, MN 56401

Tobacco Den
633 Washington Street NE
Brainerd, MN 56401

Shep's on Sixth
315 South 6th Street
Brainerd, MN 56401

Barrett's NE Liquors
105 NE Washington Street
Brainerd, MN 56401

Northern Tier Retail LLC dba Speedway #4076
1223 South 6th Street
Brainerd, MN 56401

Hollco, Inc. dba Superamerica #4883
321 Washington Street
Brainerd, MN 56401

Holiday Stationstores, Inc.
424 South 6th Street
Brainerd, MN 56401

Risky Business
326 Washington Street
Brainerd, MN 56401

Walgreens #05635
340 W Washington Street
Brainerd, MN 56401

Vapor North
316 Washington Street
Brainerd, MN 56401

Brainerd, MN 56401

TAXI CAB LICENSES – 2 Renewals

Grab-A-Cab
422 Charles Street
Brainerd, MN 56401

Brainerd Area Taxi
709 Charles St
Brainerd, MN 56401

SECOND HAND AUTO LICENSES – 8 Renewals

Midway Auto
10 E Washington Street
Brainerd, MN 56401

Motors-N-More
510 10th Ave NE
Brainerd, MN 56401

Wood Motor, Inc. dba Tanner Motors
620 W Washington Street
Brainerd, MN 56401

FCA Sales
301 Washington Street
Brainerd, MN 56401

B&B Boat and Rec – Brainerd Sports and Marine
13377 State Hwy 25
Brainerd, MN 56401

Auto Import
22 Washington Street
Brainerd, MN 56401

Professional Auto Leasing, Inc. dba Tanner Nissan
620 W Washington Street
Brainerd, MN 56401

East Side Auto & Muffler
413 Washington Street
Brainerd, MN 56401

PAWNBROKERS LICENSES – 2 Renewals

Iron Hills Gun & Pawn Inc.
704 Front Street
Brainerd, MN 56401

T & B Pawn & Gun Inc.
515 Washington Street
Brainerd, MN 56401

SECOND HAND GOODS LICENSES – 2 Renewals

Brainerd Gold & Silver
702 W Washington Street
Brainerd, MN 56401

E.L. Menk Jewelers
623 Laurel Street
Brainerd, MN 56401

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council
FROM: Police Chief Corky McQuiston
DATE: 12-13-18
RE: Monthly Report



On November 15th, with the assistance of the City IT staff, we began the transition for Verizon Cellular telephones and data plans for our mobile squad car computers to the FirstNet Network with AT&T.

With the current rates offered by AT&T we are able to reduce our monthly service charges for these devices, upgrade the department cell phones, and be able to take advantage of the FirstNet system.

AT&T was awarded the federal contract to create a nationwide broadband network for America's Public Safety Community. The FirstNet network strengthens and modernizes public safety's communications capabilities, enhancing the ability to coordinate and respond more quickly and effectively in accidents, disasters, and emergencies.

The two primary features of the network that will help us do this is giving us Priority and Preemption when the network has heavy traffic which is bound to occur when a major incident happens.



On November 27th, we had our first biennial audit mandate by the legislature for all Minnesota Law Enforcement agencies that have a Body Worn Camera System. A Local Government Auditor from the State Auditor's Office conducted this audit for us.

We provided the auditor with a report from our system of all BWC recordings to date. The auditor then went through a set number of recordings with us, reviewing the internal audit trail in our system that tracks the recordings.

Along with that, the audit focuses on other requirements listed in Minnesota State Statute 13.825 that cover classification, retention, access, agency use, and devices. The auditor's office will then provide us with a report of the results of the audit.

The statute requires us to do two things with 60 days of completing the audit:

1. Provide a summarizing report of the results of the audit to the governing body with jurisdiction over the budget of the law enforcement agency---Brainerd City Council in our case.

And

2. Provide a summarizing report of the results to the Legislative Commission on Data Practices and Personal Data Privacy

**Veterans
Crisis Line**



1-800-273-8255
PRESS 1

In conjunction with the observance on Veterans Day in November we wanted to take this opportunity to remind everyone that we have Suicide Prevention Firearm Safety Locks available at the police department, free to the public.

These were provided to us by the US Department of Veterans Affairs. A locked firearm can mean the difference between a tragic outcome and a life saved for someone in a crisis. About ½ of all suicides are by firearm, and Veterans & Servicemembers most frequently use firearms to end their lives. Evidence suggests that locked handguns lower overall suicide rates in states requiring locks.

Level 3 Predatory Offender



The Police Department received notification from the Minnesota Department of Corrections regarding a Level 3 Predatory Offender relocating in Brainerd.

The Department of Corrections reported that 24-year old Joel Evan Greenough was scheduled to be released from incarceration and intending to reside in the area of Gillis Avenue and Washington Street, in Brainerd, on November 5th.

Greenough has a history of sexual contact with 14-year-old and 10-year-old female victims. Greenough was known to the victims and sexual contact included penetration.

Since Greenough was not new to the community and has resided at this location in the past, no community notification meeting was held. Public Fact Notification Sheets were available at the Brainerd Police Department and that same information will be posted on the Brainerd Police Department Facebook Page.

We also take this opportunity to remind people that Greenough is not wanted by police at this time. Notifications are not intended to increase fear in the community, but to keep the public informed. Police also ask that the public report criminal activity by this offender or any other individual by calling 911

Further information may be found at the Minnesota Department of Corrections Public Registrant Search, at

<https://coms.doc.state.mn.us/publicregistrantsearch>

<https://mn.gov/doc/family-visitor/search-offenders-fugitives/>



Officer Rachel Boggs attended the 2018 BCA Sex Trafficking Investigation Conference held at Breezy Point Resort on November 14th, 15th, and 16th. The conference covered state and regional human trafficking task force updates, along with state and federal legal updates.

Other topics at the conference covered:

- Working with Male Victim Survivors
- Licensing Asian Massage Parlors
- Neurobiology of Trauma and the Impact on The Brain
- Advanced Evidence Based Investigations
- Tattoos and Branding involved with Human Trafficking
- Case Study Reviews

For more information on the Statewide task force on Human Trafficking visit their website at:

<http://mnhttf.org/>

Body Worn Camera Data Report



Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
October	1610	340 Hours	641 GB	398 MB	12.67 Minutes	52
November	1788	339 Hours	656 GB	367 MB	11.40 Minutes	60

Conduct on Premises Activity Report for September

ICR	Date Reported	Title	Address	Summary
18015868	11/15/18	Conduct on Premises	912 Oak Street	Conduct on Premises.
18016270	11/24/18	Conduct on Premises	418 North 7 th Street	Conduct on Premises.

Monthly Police Activity

November	2018	2017
Calls	1352	1303
Citations (Inc. Parking)	219	171
Part I and Part II Crimes Reported	225 **	219

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

84 parking tickets were issued in the month of November with the following dispositions:

2	Dismissed
2	Business Validations
37	Paid in Full
0	Partial Payments Received
43	No Payment Received

Revenue Recapture Receipts:

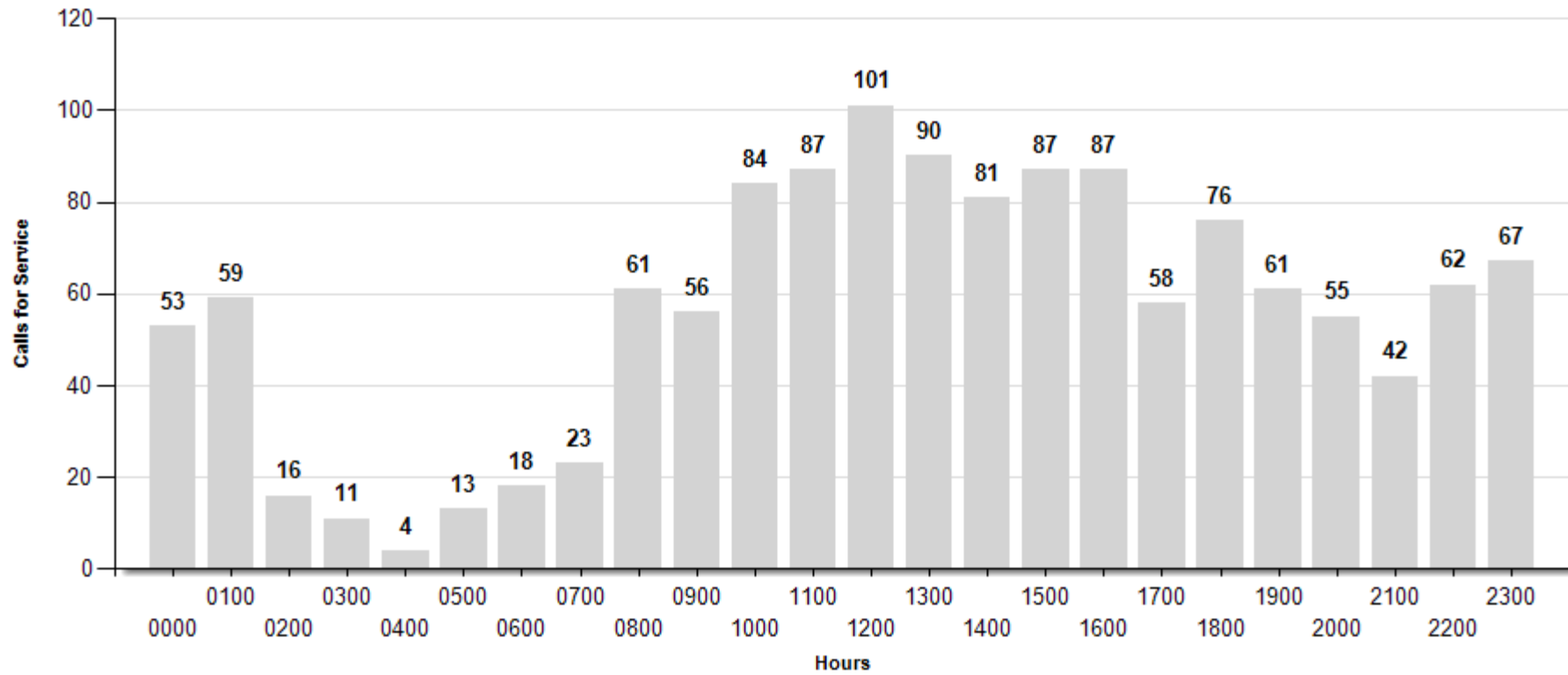
To Date: \$ 40,596.13
In 2018: \$ 6,807.44



Calls for Service Hourly

11/1/2018 to 11/30/2018

Total Calls: 1391



**RESOLUTION
NO. :18**

**RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
FROM JULY 1, 2018 THROUGH SEPTEMBER 30, 2018**

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

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

<u>Name of Donor</u>	<u>Amount</u>	<u>Requested Use of Donation or Contribution</u>
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SEE ATTACHED LIST OF DONORS

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

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

Adopted this ____ day of December, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of December, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA L. TORSTENSON
City Administrator

MEMO

TO: Mayor and Council

FROM: City Administrator Cassandra Torstenson

DATE: December 13, 2018

RE: Resolution Accepting Donations & Contributions for 3RD Quarter 2018

Attached is a resolution accepting donations and contributions that have been made to the City of Brainerd for the period of July 1, 2018 through September 31, 2018. The City is very appreciative to all who have made these contributions. The funds from the donations and contributions will be used as requested by the donor.

A resolution needs to be adopted with a two-thirds vote of the Council. The item appears on the December 17 2018 agenda.

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

\pz

Brainerd Parks and Recreation **Contributions and Donations July-September 2018**

Received From	Receipt Date	Type of Donation	Amount Received
City of Brainerd employees	07/18/18	Memorial tree plaque-Wallin; Parks Dept pd difference	23.07
Brainerd Lakes Area Women of Today	07/19/18	Designated for Miracle League player trophies	100.00
Helen Danielson	07/25/18	Memorial bench	734.00
Adam Rohlik-US Army	07/26/18	Designated for Youth Softball-shirts for US Army All-Star game	600.00
Katie Shetka	07/27/18	Designated for Miracle League-player caps for 2019	200.00
Stewart C Mills Jr	08/20/18	Designated for maint/upkeep of Mills Field	5,000.00
Eagles Club	08/22/18	Designated for MMP field improvements	175.00
Joe Ling	09/07/18	Memorial bench	735.00
Scott Shelito	09/10/18	Memorial tree plaque	30.00
TOTAL			\$7,597.07

MEMO

TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: October 1, 2018
SUBJECT: 2018 – 3rd Quarter Donations

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

- Mills Automotive Group \$1,000 Donation

Feel free to contact me with any questions.



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Memorandum of Agreement for Interim Building Official

☐ 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: HR Coordinator Kris Schubert	Department: Administration
Presenter (Name & Title): n/a	Estimated Time Needed: n/a - consent
Summary of Issue: On November 5, 2018, the City Council appointed Chuck Arvidson as our Interim Building Official. After the appointment was approved by the Council, the IBEW Union that represents Arvidson as a Building Inspector requested a Memorandum of Agreement (MOA) to clarify the terms of the appointment. Employment Attorney Shafer agreed that it was a good idea and drafted the attached MOA.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: This item has been placed on the consent calendar since the terms of the temporary appointment were approved by Council on November 5, 2018.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Memorandum of Agreement

This Memorandum of Memorandum of Agreement ("Agreement") is entered into between the City of Brainerd (hereinafter, "City"), Chuck Arvidson ("Arvidson"), and International Brotherhood of Electrical Workers Local Union #31 ("Union"). The City, Arvidson, and the Union are hereinafter referred collectively as the "parties," and individually as a "party."

WHEREAS, the City and the Union are parties to a collective bargaining Memorandum of Agreement ("CBA") governing the terms and conditions of employment for the City's Administrative Support bargaining unit, including Building Inspectors;

WHEREAS, the City employs Arvidson as a Building Inspector and, as such the terms of Arvidson's employment with the City, including his position in the seniority list, are governed by the CBA;

WHEREAS, the City's Building Official position is a supervisory position and is not part of the bargaining unit governed by the CBA;

WHEREAS, Arvidson wishes to work as the Interim Building Official without losing seniority and benefits provided by the CBA; and

WHEREAS, the City is amenable to allowing Arvidson to work in such a position pending its appointment of a permanent Building Official.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledge, the parties agree as follows.

1. **Appointment as Interim Building Official.** Subject to the terms of this Memorandum of Understanding, Arvidson will work as the Interim Building Official. While working as the Interim Building Official, Arvidson will perform all duties assigned by the City. The parties understand, acknowledge, and agree that the terms of the CBA pertaining to Article IX - Wages will not apply to the Interim Building Official position. Arvidson's wages will be paid as provided in this Agreement. Arvidson's schedule as Interim Building Official will be dictated by the needs of the City.

2. **Reassignment.** The parties agree that the City has the right to transfer or reassign Arvidson to a Building Inspector position at any time during the term of this Agreement. In the event of such a transfer, this Memorandum of Agreement will immediately terminate and have no further effect. The parties acknowledge and agree that the City has the sole discretion to transfer or reassign Arvidson pursuant to this Paragraph and that the exercise of that discretion is not subject to the grievance procedure of the CBA.
3. **Compensation While on Special Assignment.** While serving as the Interim Building Official, Arvidson will receive salary and benefits, including insurance benefits and leaves of absence, as provided in the herein and the CBA. Time spent serving as the Interim Building Official pursuant to this Memorandum of Agreement will be counted as years of service for purposes of calculating Arvidson's salary, seniority, and other benefits of the CBA. During the term of this Agreement, Arvidson shall receive benefits in accordance with the CBA, except that the parties agree that, during the term of this Agreement, Arvidson will not be entitled to request a leave of absence pursuant to Article 4, Section 4.4 of the CBA.

Arvidson shall be compensated at the rate of \$32.50 per hour beginning November 6, 2018 and during the term of this agreement.

4. **Term.** This Memorandum of Agreement will be in effect until: the earlier of 1) the City exercises the right described in Paragraph 2 to reassign Arvidson; 2) Arvidson is granted a voluntary transfer or reassignment; 3) Arvidson is laid off in accordance with the provisions of the CBA; 4) Arvidson is terminated from his Building Inspector position for cause; 5) The City appoints a permanent Building Official, regardless of whether the City appoints Arvidson or another individual to that position; or 6) 5:00 p.m. on February 28, 2019.
5. **Not Subject to Bumping, Realignment, or Recall.** The parties agree that the Interim Building Official position that is described in this Memorandum of Agreement is not subject to any bumping, realignment, or recall rights. As a result, no employee in the bargaining unit described in the CBA may claim any right to the Interim Building Official position through any exercise of bumping, realignment, or recall rights that would otherwise be recognized under the CBA or applicable law. At the expiration or termination of this Memorandum of Agreement, Arvidson shall have no further right, entitlement, preference, or other interest with regard to employment in the Interim Building Official position described in this Agreement, or the Building Inspector position, which the parties acknowledge and agree is not subject to the terms of the CBA.

6. **Application of CBA to Arvidson.** Except as expressly provided herein, the terms and conditions of Arvidson's employment with the City will be governed by the CBA while Arvidson is serving as the Interim Building Official.
7. **No Precedent or Past Practice.** This Memorandum of Agreement is limited solely to Arvidson and shall not create any past practice or precedent for either the Union or the City. No party may refer to this Memorandum of Agreement or submit this Memorandum of Agreement in any proceeding as evidence of a precedent or past practice. Nothing in this Memorandum of Agreement shall be construed as requiring the City to provide the same or similar benefits to any other member of the bargaining unit. This Memorandum of Agreement may not be used as evidence—whether in negotiations, arbitration, or other proceeding—or otherwise be used in any manner to interpret the CBA, or to seek similar benefits for any City employee(s) other than Arvidson, either through arbitration, negotiation, or other means.
8. **Mutual Drafting.** This Memorandum of Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against any party, regardless of which party drafted the Memorandum of Agreement or any portion thereof. The Memorandum of Agreement shall for all purposes be deemed to have been mutually drafted.
9. **Entire Agreement.** This Memorandum of Agreement constitutes the entire Memorandum of Agreement between the parties relating to the subject matter of this Memorandum of Agreement. No party has relied upon any statements, promises, or representations that are not stated in this Memorandum of Agreement. No changes to this Memorandum of Agreement are valid unless they are in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

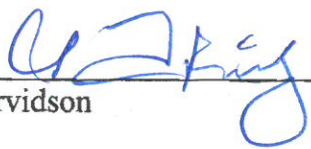
By signing below, each party specifically acknowledges that it has read this Memorandum of Agreement and that it understands and agrees it is legally bound by all terms of the Memorandum of Agreement.

International Brotherhood of Electrical Workers Local Union #31

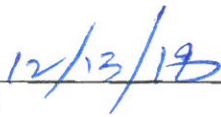
Wm. Hayes
Its: Business Manager

12/13/2018
Date

Chuck Arvidson



Chuck Arvidson



Date

City of Brainerd

Its: Council Chairperson

Date

Its: Mayor

Date

RRM: 308901



Brainerd City Council Agenda Request

Requested Meeting Date: December 17th, 2018

Title of Item: Resignation of Paid on Call Firefighter White

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: Paid on Call Firefighter White submitted a letter of resignation. White has been on the fire department since 2013. White has accepted a new supervisor position at his primary place of employment and is no longer able to fulfill the challenging requirements of the fire department.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Accept, with regret, the resignation of Darin White from the Brainerd Fire Department effective December 1st, 2018.	
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>	

RECEIVED

DEC 10 2018

BRainerd FIRE DEPARTMENT

Dear Tim Holmes, City of Brainerd

I have had the privilege and honor as working as a paid-on call firefighter for the city of Brainerd for 4 years. I have had many great experiences and advanced my knowledge in emergency services tremendously. I have developed strong relationships and lifelong friendships. It is bitter sweet for me to write this letter of resignation from the Brainerd fire Department as I have accepted a promotion in my primary employment that prevents me from being able to maintain the minimum requirements that are expected of a Brainerd Firefighter. I am resigning from the Brainerd Fire Department effective as soon as approved.

I feel it necessary to thank the city of Brainerd, Tim Holmes, and all my fellow Firefighters. The Brainerd area is lucky to have as dedicated of a group of professionals as they do, and it has been an honor to learn and work alongside of these individuals. Our community is in good hands with these men and women protecting it. I look forward to continuing to work everyone within my new role at North Memorial.

Thank you again, Darin White



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Resolution Designating Polling Locations for 2019

☐ 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):	Estimated Time Needed:
Summary of Issue: There was a change to MN Statute 204B.16 subd.1 that now requires all municipalities to designate places for each precinct by December 31st each year for the next calendar year regardless if there is an election scheduled for the next year or not.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Adopt the attached resolution designating polling places for 2019 for the City of Brainerd.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

RESOLUTION

NO. __:18

ESTABLISHING POLLING PLACES

WHEREAS, per Minnesota Statute 204B.16 subd.1 the governing body of each municipality must designate by ordinance or resolution a polling place by December 31st of each year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Brainerd that the polling location for the calendar year 2019 for the City of Brainerd are:

Ward 1 Precinct 1	Trinity Lutheran Church; 1420 South 6th Street
Ward 1 Precinct 2	Church of Jesus Christ of Latter-Day Saints; 101 Buffalo Hills Lane W
Ward 2 Precinct 1	Essentia Health Sports Center; 502 Jackson Street
Ward 2 Precinct 2	The Center; 803 Kingwood Street
Ward 3 Precinct 1	North East Brainerd Fire Station; 1301 Mill Ave
Ward 3 Precinct 2	Bethlehem Evangelical Lutheran Church; 418 8th Ave NE
Ward 3 Precinct 3	Bethlehem Evangelical Lutheran Church; 418 8th Ave NE
Ward 4 Precinct 1	Carefree Living; 2723 Oak Street
Ward 4 Precinct 2	St. Andrew's Catholic Church; 1108 Willow Street

Adopted this ____ day of December, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of December, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator

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

December 17, 2018
City Council Chambers
6:30 P.M.

1. Improvement 17-08 – Winter Tree Clearing Quotes
2. Event/Street Closure Application – Tour of the Lakes Bike Ride
3. Resolution – Cooperative Agreement with Crow Wing County for Facilities Maintenance
4. Resolutions – Transportation Alternatives (TA) Application – State Highway 25 Trail Connection from 28th Street SE to 5th Avenue NE
5. Stop Sign Request – N 5th Street and Holly Street Intersection
6. Buffalo Hills Lane Assessment Discussion
7. Transportation Network Company Licensure and Regulation



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Improvement 17-08 - Garfield Safe Routes to School Tree Clearing Quotes

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: As authorized at the December 3, 2018 City Council meeting, staff solicited quotes from 2 qualified contractors for the winter removal of 20 trees due to the Threatened and Endangered species review performed by MnDOT for the Garfield Safe Routes to School project planned for 2019 construction.	
Alternatives, Options, Effects on Others/Comments: Both quotes were received from Mike's Tree Service and Steffen Tree Service for the removal, with lump sum costs of \$8,200 and \$9,000 respectively. As you recall, staff visited all the the locations of the trees and designated which trees could be removed by street department forces and which would require professional assistance by a contractor. Upon authorization from the committee and council, staff will send letters to all the affected property owners and mark the trees for removal by either street department staff or the selected contractor. Staff hopes to have all the removals completed before substantial snow makes removal and clean-up more difficult.	
Recommended Action/Motion: Staff recommends approving the quote from Mike's Tree Service for a total lump sum amount of \$8,200.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ 8,200 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> This cost will become part of the project cost to design and construct the Garfield Safe Routes to School project. It would normally be included in the construction contract, but these circumstances have forced staff to get quotes for this work before the whole contract is let.	

2018 - 2019 WINTER TREE CLEARING
TIED TO 2019 GARFIELD SAFE ROUTES TO SCHOOL PROJECT
BRainerd, MN
CITY NO. 17-08
SEH NO. BRDMN 143614

12/5/2018

QUOTE FORM

QUOTES DUE 12:00 PM (NOON) ON DECEMBER 12, 2018

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	QUOTE UNIT PRICE	QUOTE PRICE
1	TREE CLEARING (20 TREES)	LUMP SUM	1.00		\$8,200.00
	TOTAL QUOTE				\$8,200.00

NAME (TYPED OR PRINTED): Chris Biermaier

BY (SIGNATURE): 

DATE: 12/10/2018

COMPANY NAME: Mike's Tree Company, LLC

COMPANY ADDRESS: 5906 Pine Beach Road Brainerd MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Event/Street Closure Application - Tour of the Lakes Bike Ride

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is an event/street closure application for the Tour of Lakes Bike Ride to be held on June 1, 2019 from 6:00 am to 9:00 pm and hosted by the Paul Bunyan Cyclists.	
Alternatives, Options, Effects on Others/Comments: The City Hall parking lot and the Laurel Street parking lot are being requested for event parking only. This is a recreational bike ride that will depart from the Laurel Street parking lot or adjacent street (if necessary). Riders will return to the start location in the late morning or afternoon. An after-ride party including a concert is planned for the afternoon. The applicant may request a brief street closure if the riders do not have enough room to queue in the parking lot. There will be amplification of sound for the after party by the band and some basic directional signage for the event.	
Recommended Action/Motion: Staff recommends approval of the attached application. Conditions of approval are recommended to be that the applicant organize any request for traffic control with the engineering department prior to the event, and that the event planner/organizer meet with Police Department staff in the spring to review the route and potential traffic control at start of the event so they can schedule staff accordingly.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



SPECIAL EVENT APPLICATION

Date of Application: 12/6/18

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

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

Name of event: Tour of Lakes Bike Ride

Organizer Information

Organizer's Name: Edward R. Shaw
Organizer's Address: 722 South 6th Street, Brainerd, MN 56401
Event Contact Person: _____
Event Contact Daytime Phone: _____
Event Contact E-mail Address: lawyer@edshawlaw.com
Contact Name/Number Day of Event: _____
For Profit/Nonprofit Status (type): Non-Profit

Applicant information (if different from the event organizer):

Applicant Name: Paul Bunyan Cyclists
Applicant Address: PO Box 121, Brainerd, MN 56401
Applicant Phone: _____
Applicant E-mail Address: lawyer@edshawlaw.com

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
June 1, 2019	7:00 am	9:00 pm	City hall parking lot requested for event parking only.
			Laurel Street Parking lot requested for event parking only.

Event locations (*all dimensions are parking lot usable space estimates*):

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

Recreational bike ride. We will leave from Laurel Street parking lot or adjacent street (street closure on Laurel Street may be requested for a brief period of time from 7 am to 8 am only). Riders will return to start location in the late morning or afternoon. An after-ride party including a concert is planned for the afternoon.

Site Information

Electrical usage

☒

Yes

☐

No

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

For band to play at end of event, supplied by
Sage on Laurel.

Amplified Sound

☒

Yes

☐

No

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

Routine sound amplification equipment to be used by band.

Restrooms provided

☒

Yes

☐

No

If yes, how many 6 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: Blakeman or Files

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

Describe the signs, banners, posters, flyers and the locations:

Basic signs directing participants to location of event and available
parking.

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal: Waste Partners

Additional Event Information

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

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

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

Street Closure Request Information

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

Laurel Street between 6th and 8th street

Date and time for beginning of street closures: **6:30 am June 1, 2019**

Date and time for reopening of streets: **8:00 am June 1, 2019 (not sure if street closure will be necessary)**

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

See enclosed addendum.

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

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

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

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

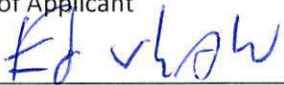
- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance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

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of Applicant



Print Name

Contacts, Permits, and Fees Checklist

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

The Event Planner is responsible for providing the following (as needed) information:

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

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>OK</u>	<u>NONE</u>
City Administration	<u>OK</u>	<u>NONE</u>
Engineering Department	<u>OK</u>	<u>REQUESTS FOR TRAFFIC CONTROL COORDINATE</u>
Fire Department	<u>OK</u>	<u>THOROUGH JAMES @ 218-828-2307</u>
Fire Support/EMS	<u>OK</u>	<u>NONE</u>
Parks Department	<u>OK</u>	<u>NONE</u>
Planning Department	<u>OK</u>	<u>NONE</u>
Police Department	<u>OK</u>	<u>EVENT PLANNER/ COORDINATOR TO MEET</u> <u>WITH PD STAFF IN SPRING TO REVIEW</u> <u>ROUTE & DISCUSS POTENTIAL TRAFFIC</u> <u>CONTROL @ START OF EVENT SO THEY</u> <u>CAN SCHEDULE STAFF ACCORDINGLY.</u>

Event Application Approval

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

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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

ADDENDUM

Parking for event has been arranged in the county parking lots, Mid-Minnesota, and the city, the city hall parking lot. We will not allow event participants to park in downtown areas on Laurel and Front Street 6th and 8th and on 7th between Norwood and Front. If the street closure is requested, the period of time the street would be closed would have a minimal impact because very few businesses are open at that time. Any businesses that would be open would have access by adjacent streets.





Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Cooperative Agreement for Facilities Maintenance with Crow Wing County

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: Attached to this agenda request is a draft Cooperative Agreement with Crow Wing County for facilities maintenance, as discussed at previous budget workshops and City Council meetings.	
Alternatives, Options, Effects on Others/Comments: The general purpose of the agreement is for the general maintenance, technical maintenance, and administrative support by the County at City buildings in exchange for a sum of money. The term of the agreement is one calendar year, in which automatically renews unless 90 day written notice is provided. The buildings in the project scope include City Hall, Police Department, Main Fire Station, and NE Fire Station. The agreement entails contracted service takeover by the County including general maintenance, elevator service, fire protection, pest control, plumbing, boiler tuning, and overhead doors. The agreement also entails general grounds maintenance (snow removal from sidewalks and doorways, lawn maintenance excluding application of fertilizer and plantings, irrigation maintenance, exterior building envelopes, overhead doors, and outdoor lighting), electrical systems (lighting circuits, power circuits, data drops, generators), general building maintenance (drywall, ceiling tile, doors/locks/hardware, shampooing carpets, hard surface maintenance), plumbing (drinking fountain, urinals, toilets, water heaters), HVAC (air handlers, radiant heaters, boilers, pumps, rooftop units), controls (provide technical support for in-place systems and make recommendations for new systems), and administrative tasks (asset management system set-up and use, support time, capital equipment decisions, work orders, and emergency line). The City will be responsible for keeping part budgets (existing repair and maintenance supplies budget in each building). In exchange for all of the above services, the City will pay the County \$120,000 (\$10,000 monthly) and be billed for parts purchased by the County quarterly, upon review and tie-out of invoices at the quarterly meeting with responsible staff (CWC Facilities Manager and Brainerd City Engineer).	
Recommended Action/Motion: Staff recommends adoption of the attached resolution in which enters into a Cooperative Agreement with Crow Wing County for the general maintenance, technical maintenance, and administrative support services as it relates to City Brainerd facility maintenance.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ 120,000 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> This expense is included in the 2019 budget.	

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

**RESOLUTION TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN CROW WING COUNTY
AND THE CITY OF BRAINERD FOR FACILITIES MAINTENANCE PURSUANT MINNESOTA
STATUTE SECTION 471.59**

WHEREAS, the City and County desire to enter into an Agreement whereby the County provides general maintenance, technical maintenance, and administrative support services at buildings where the City has operations, and;

WHEREAS, the parties recognize and acknowledge that the Agreement will benefit both the City and the County, and;

WHEREAS, Minnesota Statute section 471.59 authorizes cities of this state and counties to enter into joint powers agreements for the joint exercise of powers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, to enter into the cooperative agreement (attached) between Crow Wing County and the City of Brainerd for the services as outlined in the Agreement.

Adopted this _____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Resolutions - Transportation Alternatives Application - TH 25 Trail Segment

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is the draft Transportation Alternatives application for a trail segment beginning at 28th Street SE and terminating at 5th Avenue NE. The potential trail would run on the south side of State Highway 25.	
Alternatives, Options, Effects on Others/Comments: This trail segment is a priority for the Walkable-Bikeable Committee (WBCC), and staff compiled the application due to other projects in the immediate vicinity of this trail. In 2022, MnDOT intends on reconstructing the bridge over the BNSF tracks just west of 28th Street SE with an incorporated pedestrian facility. The council is already aware of the City's intentions on construction the Cuyuna Lakes State Trail (CLT) connection between 5th Avenue NE and N 8th Street, in which this trail would connection into the CLT. This funding source in which the City has been awarded in the past (Garfield Safe Routes to School Phase I, II, and III and the S 6th Street sidewalk extension) is 80% federally funded with a 20% committed local match. The City would also be responsible for engineering costs related to this project. The total project construction cost is \$210,000, which would entail \$168,000 in federal funds, \$42,000 in local match for construction, and an estimated \$65,000 for engineering. The two resolutions attached to this request are required to submit the application and entail a resolution agreeing to maintain the facility and a resolution declaring the City of Brainerd as the project sponsor.	
Recommended Action/Motion: Staff recommends adoption of the two attached resolutions for agreeing to maintain the facility and designating the City of Brainerd as the project sponsor for the project.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>Estimated \$107,000</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> This project, if awarded, would be added to the 5-year street and sewer capital improvement plan.	



Greater Minnesota Transportation Alternatives & Safe Routes to School Joint Solicitation

2018/19 Full Application

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Notes: The solicitation for Transportation Alternatives funding for the seven-county Twin Cities metropolitan area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington counties) is conducted by the Metropolitan Council and the Transportation Advisory Board. For more information about the metro area solicitation, visit the [Met Council website](#).

For SRTS Infrastructure applicants in the Twin Cities metropolitan region, visit the MnDOT SRTS website for more information.

Overview

For the 2018/19 application cycle, MnDOT is conducting a joint solicitation for Transportation Alternatives and Safe Routes to School infrastructure projects. The same application will be used for both funding programs. You only need to submit the one application form to automatically be considered for both programs, as eligible. Important eligibility requirements to be aware of are noted below.

- The Safe Routes to School funding available through this solicitation is primarily for project construction in fiscal years 2020 and 2021. Safe Routes to School funding does not require any local match. Projects located anywhere in Minnesota are eligible for this funding. The maximum award for SRTS Infrastructure projects is \$300,000.
- The Transportation Alternatives funding available through this solicitation is primarily for project construction in fiscal year 2023. Transportation Alternatives funding requires a 20 percent local match. Only projects located outside of the seven-county metropolitan area are eligible for Transportation Alternatives funding. Maximum funding awards are set by each Area Transportation Partnership. Projects that receive SRTS Infrastructure funding will not receive 2023 Transportation Alternatives funding.

See the TA Solicitation Guidebook and SRTS Infrastructure Program Guidance for more information about each program and additional eligibility requirements.

2018/19 Solicitation Timeline

- **Monday, October 1st, 2018** – Announce joint Transportation Alternatives and Safe Routes to School solicitation. Open letter of intent period.
- **Wednesday, October 31st, 2018** – Deadline for applicants to submit letters of intent.
- **Friday, November 16th, 2018** – Deadline for RDO/MPO/district review of letters of intent. Recommendation to proceed forward with full application given to applicants.
- **Monday, November 19th, 2018** – Official start of full application period.
- **Friday, January 4th, 2019** – Deadline for applicants to submit full applications.
- **Friday, February 15th, 2019** – SRTS-funded projects shared with ATPs.
- **Monday, April 15th, 2019** – Deadline for ATPs to select TA projects.

Related Documents

- **TA Solicitation and SRTS Joint Solicitation Memo** – includes explanation of how the joint solicitation will work.
- **TA Solicitation Guidebook** – includes information related to the overall solicitation process and eligibility requirements for Transportation Alternatives funding.
- **SRTS Infrastructure Program Guidance** – includes guidance specific to eligibility for Safe Routes to School funding and project selection process.

- **TA and SRTS Joint Solicitation Letter of Intent Worksheet** – includes information on the letter of intent review process and a worksheet to assist with completing the online letter of intent form.

Transportation Alternatives & SRTS Joint Solicitation Full Application

General Information

This section is required for all applicants.

Notes:

- If the overall project contains ineligible elements, please mention the entire project in the brief project description but concentrate the application and budget on the elements that are eligible for the funding you are seeking.
- Sponsoring Agencies, if sponsoring for another project applicant, are advised to have dialog with the project applicant to ascertain the level of commitment by the applicant to follow through on delivery of the project, including the potential use of Eminent.

Project Information

Name of project: Brainerd Trail Connection – Trunk Highway 25 from 28th Street SE to 5th Avenue NE

Project is located in which county(ies): Crow Wing County

Brief project description: 10-foot separated trail along the south side of Truck Highway 25 that connects 28th Street SE to the future Cuyuna Lakes State Trail at 5th Avenue NE.

Project applicant: City of Brainerd

Contact Information

Contact person (from applicant agency/organization): Paul Sandy – City Engineer

Mailing address: 501 Laurel Street

City: Brainerd **State:** Minnesota **Zip:** 56401

Phone: 218-828-2307 **Fax:** 218-828-2316 **Email:** psandy@ci.brainerd.mn.us

Sponsoring agency (if different than applicant): N/A

Contact person (from sponsoring agency, if different than applicant): N/A

Project Budget

This section is required for applicants interested in Transportation Alternatives funding. Applicants only interested in SRTS Infrastructure funding should skip this section.

Notes:

- Please identify what costs will be incurred to carry out the proposed project, using the following budget categories as a guideline. Where appropriate, break down your costs by units purchased. For example: number of acres, cubic yards of fill, etc. Attach additional sheets if necessary.
- Cost estimates are to be submitted in current year dollars¹.

Table A – Eligible Items

Eligible work/construction item	Estimated quantity	Unit cost	Total cost
Mobilization	1 L SUM	\$20,000.00	\$20,000.00
Remove Sidewalk	250 SF	\$3.50	\$875.00
Remove Curb	200 LF	\$3.00	\$600.00
Remove Bituminous	100 SY	\$4.00	\$400.00
Topsoil Borrow	400 CY	\$30.00	\$12,000.00
Common Borrow	1,500 CY	\$25.00	\$37,500.00
Truncated Domes	30 SF	\$35.00	\$1,050.00
Bituminous Trail (2.5" Bit, 4" CL V)	3,800 SY	\$15.00	\$57,000.00
Curb and Gutter	200 LF	\$20.00	\$4,000.00
Sidewalk	100 SF	\$5.00	\$500.00
Erosion Control	1 L SUM	\$25,000.00	\$25,000.00
Turf Establishment	1 L SUM	\$15,000.00	\$15,000.00
Remove Fence	30 LF	\$5.00	\$150.00
Construct Split Rail Fence	1,000 LF	\$15.00	\$15,000.00
Construction Contingency (10%)			\$20,925.00
Construction Subtotal			\$210,000.00

¹ Grant recipients will need to provide a match based on the year of construction estimate developed when the grant is awarded.

Table B – Ineligible Items²

Ineligible work/construction item	Estimated quantity	Unit cost	Total cost
Engineering	1 L SUM	\$65,000	\$65,000.00

Total Project Budget

1. Total cost of proposed project (Total Table A + Total Table B): \$275,000
2. Items not eligible for Transportation Alternatives funding (Total Table B): \$65,000
3. Total eligible costs – recommended range \$100,000 to \$1 million³ (Total Table A): \$210,000
4. Applicant's contribution toward the eligible alternative project costs – minimum 20% match required:
\$42,000
5. Total amount requested in transportation alternatives funds (#3 minus #4): \$168,000

SRTS Project Evaluation

This section is required for all SRTS projects regardless of funding source. Non-SRTS Transportation Alternatives projects should skip this section.

² Includes Right of Way or Land Acquisition (e.g. appraisal fees, legal fees), Administrative Costs (e.g. preliminary and construction engineering and contingencies)

³ See the [ATP Project Evaluation section](#) of this document for any additional requirements related to project costs.

School Support

1. Name of school	2. Grades	3. Number enrolled	4. Percent bussed	5. Percent walkers	6. Percent free and reduced lunch

7. Describe plans, if any, to move the school(s) or change the function of the school(s) within the next 10 years (500 character limit): [Click here to enter text.](#)

8. Does your school(s) or school district have a no walking and/or bicycling to school policy? If yes, please explain why the policy is in place (500 character limit): [Click here to enter text.](#)

9. Does your school(s) provide hazard busing (busing kids within walking radius set by the school district because of dangerous conditions)? If yes, please explain what the hazards are (500 character limit) [Click here to enter text.](#)

10. List and describe policies at the school(s) or school district that encourages walking and bicycling (e.g. wellness policies promoting physical activities at school, policies that support crossing guards) (1,000 character limit): [Click here to enter text.](#)

11. List policies at the school(s) or school district that potentially may change with this project (1,000 character limit): [Click here to enter text.](#)

Local SRTS Program

1. Does the school(s) have a SRTS plan? [Click here to enter text.](#)

2. Check or list 6E Strategies implemented at the school(s): [Click here to enter text.](#)

Education

- ☐ Walk! Bike! Fun!
- ☐ Crossing Guard/Safety Patrol training
- ☐ School flyers
- ☐ School newsletter
- ☐ Other: [Click here to enter text.](#)

Enforcement

- ☐ Adult crossing guards
- ☐ Law enforcement
- ☐ Dynamic Speed Signs
- ☐ Other: [Click here to enter text.](#)

Encouragement

- ☐ Bike Rodeo
- ☐ Walk to School Day
- ☐ Bike to School Day
- ☐ Bus Drop-off and Walk
- ☐ Winter Walk to School Day
- ☐ Other: [Click here to enter text.](#)

Evaluation

- ☐ Baseline Student Travel Tally
- ☐ Parent Opinion survey
- ☐ Other: [Click here to enter text.](#)

Engineering

- ☐ Engineering study
- ☐ Filled in sidewalk gaps
- ☐ Improved route crossings (crosswalk markings/signs)
- ☐ Other: [Click here to enter text.](#)

Equity

- ☐ Multilingual SRTS information
- ☐ Other: [Click here to enter text.](#)

Type of Work

Chose Federal or State funding, or both if no preference.

State Bond Funded SRTS Project (must be completed by the end of 2021)

Check the type of work requested on this project. Check all that apply.

☐ Matching funds for SRTS projects funded with federal funds (Complete question 3 in Project Information section. Attach original SRTS application.)

- Project is identified in SRTS plans
- Project is listed in the 2018 - 2021 Statewide Transportation Improvement Program (STIP)

☐ Construction (Complete questions 1-2 in Project Information Section.)

- Separated off-road facilities: sidewalk, path, and trails
- On-road facilities: bicycle lanes, or bicycle boulevards
- Traffic control devices: signs and pavement marking
- Crossing improvements: midblock or intersection improvements
- SRTS funds will reimburse up to \$300,000 in construction costs

Federally funded Transportation Alternatives Project (funding dispersed in federal fiscal year 2023)

☐ Construction (Complete all following sections.)

- Separated off-road facilities: sidewalk, path, and trails
- On-road facilities: bicycle lanes, or bicycle boulevards
- Traffic control devices: signs and pavement marking
- Crossing improvements: midblock or intersection improvements

Project Information

1. Are improvements identified in a SRTS plan? [Click here to enter text.](#)

If no, explain how improvements were identified, planned and prioritized (1,000 character limit): [Click here to enter text.](#)

2. Provide a description of the proposed project (2,000 character limit): [Click here to enter text.](#)

3. For local match projects, identify the project number additional funds are requested for and explain why additional funds are needed (1,000 character limit): [Click here to enter text.](#)

Safety

1. Identify the safety risks or hazards students have walking or bicycling to school. Reference student and parent survey data, crash data, or other relevant sources where these safety risks are identified (1,000 character limit): [Click here to enter text.](#)
2. Explain how this project address the safety risks and makes the routes to and from school safer for students who walk and bike (1,000 character limit): [Click here to enter text.](#)
3. Estimate the number of students using the route the project is on to walk and bicycle to school: [Click here to enter text.](#)

Estimated Project Costs

This section is required for applicants interested in SRTS funding. SRTS applicants only interested in Transportation Alternatives funding should skip this section.

Source of Funding	Amount
SRTS State Request:	
SRTS Federal Request:	
State Aid Funds:	
Local/Other Funds:	
Total Project Cost:	
SRTS Award:	

SRTS Evaluation

1. If awarded funds, the school(s) will commit to following up with evaluations (Student Travel Tally and Parent Opinion Survey): ☐ Yes ☐ No

Attachments

Please attach the following to this application:

- ☐ School board resolution, certifying that:
 - the governing body of the school supports the project
 - funds, if any, required to be supplied by the school to complete the project are available and committed (if the local agency is certifying this the school does not need to)
- ☐ Local agency resolution, certifying that:
 - the community benefiting from this project has adopted subdivision regulations that require safe routes to school infrastructure in developments authorized on or after June 1, 2016

- Funds, if any, required to be supplied by the local agency to complete the project are available and committed (if the school is certifying this the local agency does not need to)

- ☐ Project location map(s) with routes and schools labeled
- ☐ Baseline Student Travel Tally and Parent Survey reports
- ☐ Project schedule with milestone dates (plan submittal, construction start, and construction completion)
- ☐ Engineer's Estimate with itemized breakdown (if applying for State funds for a Construction project)
- ☐ Typical section of the proposed project (if applicable)
- ☐ Awarded SRTS application (if requesting local match)
- ☐ SRTS plan or link to SRTS plan online

ATP Project Evaluation

This section is required for applicants interested in Transportation Alternatives funding. Applicants only interested in SRTS Infrastructure funding should skip this section.

Eligibility

Federal legislation requires that the project be an “eligible activity.” The project must fall within one of the eligible activities listed below. (Please check the appropriate category.)

- ☒ On-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation.
- ☐ Transportation projects to achieve Americans with Disabilities Act of 1990 compliance.
- ☐ Safe routes for non-drivers, including children, older adults and individuals with disabilities to access daily needs.
- ☐ Conversion and use of abandoned railroad corridors.
- ☐ Construction of turnouts, overlooks and viewing areas.
- ☐ Inventory, control or removal of outdoor advertising.
- ☐ Historic preservation and rehabilitation of historic transportation facilities.
- ☐ Vegetation management to improve roadway safety, prevent against invasive species and to provide erosion control.
- ☐ Archaeological activities.
- ☐ Environmental mitigation to address storm water management.
- ☐ Reduce vehicle-caused wild life mortality or restore/maintain habitat connectivity.
- ☐ Safe Routes to School (SRTS) project.

Project Information

1. Describe why this project is important to your community and how it will improve existing conditions: In 2015/2016, the City formed an Ad-Hoc committee named the Walkable-Bikeable City Committee (WBCC). The Committee’s focus was to create and implement a non-motorized transportation plan, in which the plan would identify infrastructure projects necessary to improve walking and biking opportunities in Brainerd and barriers to non-motorized transportation. The plan was adopted in 2016 and identified this project as important to the residents of southeast and south Brainerd. In 2014, the City reconstructed 28th Street SE with a 10-foot separated trail, knowing that the future trail connection to the northeast Brainerd commercial district would be a priority for the City in the future. This trail connection would provide a second route for pedestrians to travel from southeast Brainerd to the

northeast Brainerd commercial district (the other being 13th Street SE, which does not have a pedestrian facility) located on Trunk Highway 210. MnDOT's planned reconstruction of Bridge No. 9099 in 2022 has a planned pedestrian facility incorporated on the new structure, in which would tie into this potential trail construction. This trail connection would also connect into the Cuyuna Lakes State Trail, in which the City is, concurrently with this application, working with the DNR to construct between 5th Avenue NE and N 8th Street near downtown Brainerd. There has been a lot of coordination between the City, MnDOT, and the MnDNR to coordinate and align projects in this region so that all of the projects can be mutually beneficial to all the parties involved.

2. Describe the main users by type or classification and the approximate number of users to be served by the proposed project: The main user of this facility will be residents in southeast and south Brainerd traveling to the East Brainerd Mall and businesses located along Trunk Highway 210. As stated previously, the only other north-south route from northeast to southeast Brainerd is 13th Street SE, in which does not have a facility for pedestrian traffic, and in which the railroad has made it clear that they will not allow a crossing at grade. It is anticipated that pedestrian volumes in this area can exceed 50-100 pedestrians/day and are currently utilizing the shoulder of Highway 25 to travel to their destination. There are approximately 1,850 residents in southeast Brainerd that would be potential users of this trail connection, along with users on the Cuyuna Lakes State Trail, in which may want to use the trail connection as a detour around the busy Trunk Highway 210 corridor.
3. Describe any current and/or previous uses of the project area: The current and previous project area has served as Trunk Highway right-of-way since the inception of Trunk Highway 25.
4. Explain current and future ownership of the property: It is anticipated that the future use of this right-of-way will be for Trunk Highway right-of-way.
5. Has an application for this project been previously submitted to the ATP-3 for TA program funds and not awarded? If so, please explain if the comments provided to you from ATP-3 have been addressed and describe any other activities that have taken place to advance the project: This project has not been previously submitted to ATP-3.

Evaluation Criteria

Criteria 1: 20 possible points

Describe the level of identification of your project in one or more statewide, regional, or local plan, which has been adopted by federal, state, regional or local agencies.

State, regional, and local agencies have developed numerous system plans addressing one or more Transportation Alternative program activities. In many cases, these plans provide detailed documentation on the existing conditions and planned improvements as well as surveys of public use and attitudes. They also can provide insight on the process for setting priorities and recommending investments. The facilities identified in these plans are likely to provide the greatest benefits to all the residents of Minnesota and the regions within which they are located. Proposers should identify the relationship of the project to any statewide, regional or local plans/objectives that have gone through a public planning process. They should also explain how the project is consistent with these plans and objectives, refer to specific sections of the plan, and describe the level of public involvement in which the project was developed, adopted and/or approved. Please provide a link to the plan or cite plan document reference.

This specific project is identified in the City's Non-Motorized Transportation Plan (NMTP), in which was adopted in 2016. Other projects in the immediate area that have a direct impact on this project is the planned construction and connection of the Cuyuna Lakes State Trail from 5th Avenue NE to N 8th Street utilizing the

Trunk Highway 210 right-of-way. The reconstruction of Bridge No. 9099 in 2022 is in the current STIP and is identified as a full replacement of Bridge No. 9099 over the BNSF railway 0.5 miles south of MN 210/CSAH 3 in Brainerd and including pedestrian/bicycle accommodations. The development of the NMTP included household surveys in which residents indicated that they place a high value on walking and bicycling facilities in their communities. The purpose and need of the NMTP was to develop a cohesive and integrated plan and identifying sources of funding to implement the plan. Being that this trail connection is a priority for the WBCC within the NMTP, it is consistent with the plan's objectives and implementation plan. The WBCC still meets on a monthly basis to discuss goals and strategies related to the implementation of the plan and reviewing measurable outcomes. The City also has a 5-year street and sewer capital improvement plan in which identifies street and sewer projects over the next 5 years and estimates project costs and barriers to potential construction. In the current 5-year CIP, the City has identified 5th Avenue NE (a Municipal State Aid Route) as a full reconstruction in 2020. This would include the potential move of the signal on Trunk Highway 210 from 4th Avenue NE to 5th Avenue NE, upon approval from MnDOT. This signal move would allow for a signalized pedestrian trail crossing at 5th Avenue NE, while providing a more efficient traffic control system at a busy intersection. A full version of the WBCC NMTP can be found here:

<http://www.ci.brainerd.mn.us/DocumentCenter/View/4048/Non-Motorized-Transportation-Plan>. The full version of the MnDOT STIP can be found here:

https://www.dot.state.mn.us/planning/program/pdf/stip/2019_22%20Final%20STIP.pdf. The full version of the City's 5-year Capital Improvement Plan can be found here:

<https://www.ci.brainerd.mn.us/DocumentCenter/View/4932/5-Year-CIP-2018-2022>

Criteria 2: 20 possible points

Describe how your project connects or implements a larger project, concept, and state, regional or local plan including a Safe Routes to School or Scenic Byways Corridor Management Plan.

There may be a number of larger projects that are missing a key or final element. Funding these missing elements with TA program funds could provide a sort of synergistic benefit extending beyond the immediate benefits provided by the component for which funding is being sought. Examples include bike or pedestrian trail segments that fill gaps in existing trails or historic preservation that completes the restoration of a historic transportation facility that has already been partially/substantially restored. These are only generic examples. Applicants are encouraged to look at their projects in light of the general concept identified here and describe how their project fits into a larger project concept or plan which has been or soon will be implemented using another funding source. Additionally, explain the deficiency of the current facility and how the project will improve existing conditions if you are replacing existing infrastructure.

This project creates great synergy with numerous agencies, as one project as part of this total implementation plan relies on the others to be a success. As stated previously, the need for this trail connection was realized back in 2014 with the reconstruction of 28th Street SE, with the inclusion of a 10-foot separated pedestrian trail on the west side of the street and terminating at Trunk Highway 25. This trail was constructed to connect to the Oak Street sidewalk facility and knowing that a future trail connection of Trunk Highway 25 would be a major priority for the City in the near future. The City has had preliminary conversations with MnDOT regarding the replacement of bridge no. 9099 over the BNSF railway, and MnDOT has committed to providing pedestrian accommodations on this structure in 2022. The importance of this on deck pedestrian facility cannot be understated, as the trail connection relies upon using the bridge as the connection point between the two trail segments on the east and west side of the bridge structure (pedestrians currently use the should of Trunk Highway 25, which narrows when you cross the bridge). The City is also working with the State of Minnesota (MnDNR) to enter into a Joint Powers Agreement for the design and construction of the Cuyuna Lakes State Trail between 5th Avenue NE and N 8th Street, and then will work with the State of Minnesota to designate portions

of existing Brainerd trails and the newly constructed trail segment as the Cuyuna Lakes State Trail. The MnDNR and the City have committed to entering into this agreement to use over \$1.0 million in 2014 bonding appropriated money for the construction of this trail connection, in which the trail connection being requested as part of this application will connect into. The City is also planning on the reconstruction of 5th Avenue NE in 2020, which would include a move of the signal on Trunk Highway 210 from 4th Avenue NE to 5th Avenue NE to provide for safe pedestrian trail crossings at this intersection. The current use of the Trunk Highway 25 shoulder by pedestrians suggests that there is a need for pedestrian accommodations on this segment of Trunk Highway, and the separated trail connecting into the existing trail systems in Brainerd will solve this deficiency. The City is also in preliminary conversations and have been a part of the Request for Proposal process MnDOT is undertaking for the Trunk Highway 210 Corridor Study for the potential reconstruction of Trunk Highway 210 in 2025. These projects identified above all have a significant impact on the Corridor Study, and they have been reflected in the RFP so that the selected consultant may consider these potential improvements and study them as part of the overall Corridor Study.

Criteria 3: 15 possible points

Historic Grouping

Describe the current recognized level of historic significance of the transportation facility (federal, state, etc.).

This would include any specific designation such as the National Register for Historic Places, State Historical Register, etc. Describe the current and future use of the facility. Indicate the degree to which the project will enhance, preserve or protect the historic/archaeological resource. Photo documentation should be included in the application.

Scenic Environmental Grouping

Explain the degree to which the project provides a view of highly scenic or environmental resources that are rare, unique or significant

Describe the degree to which potential for enhancement exists for scenic beautification and the current degree of visual blight. Explain the magnitude of the environmental problem and describe the degree to which the project would preserve, rehabilitate or develop scenic or environmental resources or solve the environmental problem. Photo documentation should be included in the application.

Pedestrian and Bicycle Facilities Grouping

Explain the degree to which the proposed project would encourage/facilitate pedestrian and/or bicycle transportation

Describe the relation to which the project provides access to likely generators of pedestrian and/or bicycle activity. Be sure to include in your response the approximate number of students, employees, users, etc. for major generators and describe how the project will affect the transportation needs of young children, older adults and persons with disabilities.

Select one grouping and base your response on the grouping you have selected

- ☐ Historic
- ☐ Scenic Environmental
- ☒ Pedestrian/Bike Facilities

This project would provide a vital connection to the overall City trail system and would greatly benefit the residents of southeast Brainerd who may rely on pedestrian infrastructure to perform daily routine functions

such as getting groceries. It is also anticipated that large pedestrian generators such as Ascensus, Cub Foods, and the fast food restaurants in the area will utilize the trail. With the City's most recent projects related to the safe routes to school sidewalks in NE Brainerd in the direct vicinity of Garfield School, this trail connection would also provide safe pedestrian passage from southeast Brainerd all the way through northeast Brainerd and into different areas of north and northeast Brainerd (and visa-versa) that weren't accessible prior to this trail construction. The trail would be constructed to ADA standards to ensure people of all abilities would be able to use the trail to their benefit.

Criteria 4: 15 possible points

Explain how your project serves a transportation purpose

Describe the primary purpose of trips on the proposed facility and the available connections for users.

Projects must serve a transportation purpose (e.g., commuting, access to destinations) as their primary function rather than a recreational purpose. For TA program purposes, "transportation purpose" is defined as primarily serving a commuting purpose and/or that connect two destination points; a facility may serve both a transportation purpose and a recreational purpose.

Bicycle transportation includes more than commuting; it includes travel to shopping, civic or social events, bicycle tourism, travel through recreational areas and other related uses. Mixed uses that include some recreation trips may be allowed.

This trail construction would provide connection to Brainerd's existing trail system and would serve a transportation purpose as such. This trail will provide commuting access by walking or bicycling from southeast and northeast Brainerd and provide access to destinations such as the east Brainerd mall, restaurants, churches, schools. This trail connection will also provide access to the Cuyuna Lakes State Trail, in which the City of Brainerd anticipates constructing the connection of the trail in 2020 at 5th Avenue NE. The Cuyuna Lakes State Trail would then be completed through Brainerd and connected to the Paul Bunyan Trail. With the re-organization of the Cuyuna Lakes State Trail committee in Brainerd, the City anticipates the focus of the committee will revolve around getting the Cuyuna Lakes State Trail connected from Brainerd to Crosby. This trail connection would provide direct access to the Cuyuna Lakes State Trail and help to promote the trail use through additional users of the local trail system.

Criteria 5: 15 possible points

Explain the feasibility of the project

Describe the extent of project development completed to date. Address any issues, environmental concerns, property ownership issues or design challenges. Include any pertinent excerpts from completed feasibility documentation (e.g., scoping study, preliminary engineering, etc.) for the project. Describe the public outreach that has taken place include any controversial issues that may affect this project. Describe the environmental path you intend to follow. Identify and explain if you are aware of any needed permits. Explain how your agency will provide the necessary local match to leverage the federal TA program funds requested and cover any additional (or ineligible) costs required for the completion of your project. Explain the 20-year maintenance plan and any maintenance agreements that will be required with other agencies for your proposed project.

Applicants may be asked to provide additional documentation following application submittal.

Current project development that has taken place consist of field reviews to obtain information related to existing conditions and topography, a GIS mapping of the trail corridor, and analysis of contours related to potential wetland impacts. Upon review of the trail alignment and its relation to adjacent wetland, a desktop review of the disturbed area seems to not have an impact on the wetlands adjacent to the TH 25 right-of-way. Property ownership issues are not a concern, as the trail alignment and disturbed area will be completely in the MnDOT Trunk Highway 25 right-of-way or Crow Wing County tax-forfeited property. There hasn't been any public outreach for this project to date. If the project is funded, the City anticipates that this trail construction

will fall under the programmatic categorical exclusion process which would consist of following federal guidelines with submission of the Project Memo and other federal requirements. The City is very familiar with the requirements of safe routes to school and transportation alternatives funding. It is anticipated that the City will need to acquire a Limited Use Permit from MnDOT for the construction of the trail in MnDOT right-of-way and an NPDES permit during the construction of the trail. The City would leverage construction fund dollars to match the 80% federal costs of the project with the 20% local funds and would also leverage the construction fund to pay for any ineligible expenses. The City has a current trail maintenance policy in which designates the responsibility for plowing of the trail to the City staff. The trail would be included as part of the city's pavement management program so that necessary surface treatments such as crack sealing and seal coating/resurfacing would be completed in a timely fashion.

Criteria 6: 15 possible points

Describe the status of right-of-way acquisition

If right of way is needed, describe the process you plan to follow for acquisition. If applicable, be sure to include in your response the status of interagency agreements or permits, status of funds for purchasing right of way, and any work that requires collaboration with rail.

No right-of-way acquisition is anticipated for this project. It is however anticipated that the City will need to seek a Limited Use Permit from the Minnesota Department of Transportation to be allowed the trail and maintenance to the trail in MnDOT right-of-way.

Sponsoring Agency Resolution

This section is required for all applicants.

Notes:

- A resolution of sponsorship from the sponsoring agency is required for each project. The resolution must be approved by an eligible sponsoring agency. Please attach an original signed copy of the resolution. An example of sample language which can be used by a sponsoring agency is listed below.

Sample Resolution Language

Be it resolved that [city, county or agency name] agrees to act as sponsoring agency for the project identified as [project name] seeking [type of funding seeking] and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Be it further resolved that [sponsoring agency contact person name] is hereby authorized to act as agent on behalf of this sponsoring agency.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by [city, county or agency name] on this [date] day of [month], [year].

SIGNED:

(Signature)

(Title)

(Date)

WITNESSED:

(Signature)

(Title)

(Date)

Resolution Agreeing to Maintain Facility

This section is required for applicants interested in Transportation Alternatives funding. Applicants only interested in SRTS Infrastructure funding should skip this section.

Notes:

- A Resolution agreeing to maintain the facility for its useful life is also required for each project. The resolution must be approved by an eligible sponsoring agency. Please attach an original signed copy of the resolution. An example of sample language which can be used by a sponsoring agency is listed below.

Sample Resolution Language

WHEREAS: The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS: Transportation Alternatives projects receive federal funding; and

WHEREAS: the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS: [city county or agency name] is the sponsoring agency for the transportation alternatives project identified as [project name].

THEREFORE BE IT RESOLVED THAT: the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by [city, county or agency name] on this [date] day of [month], [year].

SIGNED:

WITNESSED:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Application Checklist

This section is required for all applicants.

- ☒ Letter of intent was reviewed and Regional Planner approved the applicant complete the full application.
- ☒ Applicant and sponsoring agency have read and are fully aware of the requirements described in the *TA Solicitation Guidebook* and/or the *2018 SRTS Solicitation Guide*.
- ☒ General Information section completed. (All Applicants)
- ☒ Project Budget section completed. TA Program applicants in ATP-3 have a minimum eligible project cost of \$100,000 and a maximum request of \$800,000. (Applicants requesting TA Program funds)
- ☐ SRTS Project Evaluation section completed (if applicable).
- ☒ ATP Project Evaluation section completed (if applicable).
- ☒ Sponsoring Agency Resolution completed. (All Applicants)
- ☒ Resolution Agreeing to Maintain Facility completed. (All Applicants)
- ☒ Required Signatures have been obtained. (All Applicants)

Required attachments for Applicants requesting TA Program funds

- ☒ Legible project location map showing project termini and featured locations described in the narrative portion of the application.

Other enclosures for Applicants requesting TA Program funds

- ☒ Documentation of financial support (letters, agreements, etc.).
- ☒ Documentation of plans and public participation.
- ☒ Project schedule.
- ☒ Maps, graphics, photos, typical sections.

Required attachments for Applicants requesting SRTS funds

- ☐ School board resolution, certifying that:
 - The governing body of the school supports the project.
 - Funds, if any, required to be supplied by the school to complete the project are available and committed.

- ☐ Local agency resolution, certifying that the community benefiting from this project has adopted subdivision regulations that require safe routes to school infrastructure in developments authorized on or after June 1, 2016. (Map(s) of the project locations(s).
- ☐ Sponsor resolution. (if applicable)
- ☐ At least one project location map with routes and school labeled.
- ☐ Baseline Student Travel Tallies and Parent Survey results
- ☐ Project Schedule with milestone dates (plan submittal, construction start, and construction completion)
- ☐ Engineer's estimate with itemized breakdown of the project cost
- ☐ Typical Sections (if applicable)
- ☐ Awarded SRTS application (if requesting local match)
- ☐ SRTS plan or link to SRTS plan online

Optional attachments for Applicants requesting SRTS funds

- ☒ Letters of support from partners

Application Submittal

- ☒ Applicant is seeking TA Program funds and SRTS funds and submitted, by January 4, 2019, 18 hard copies and 1 electronic version of the application to:

Jon Mason
 MN Department of Transportation
 District 3- Baxter
 7694 Industrial Park Road
 Baxter, MN 56425

Email: Jon.Mason@state.mn.us

- ☐ Applicant is only requesting SRTS Infrastructure funding and submitted, by January 4, 2019, a word document with SRTS, Agency and School District or school name in the name; e.g. SRTS_StPaul_CapitolHill.docx. to:

Email: Jon.Mason@state.mn.us

Signatures

This section is required for all applicants.

Notes: Signatures are required from the following – project applicant; sponsoring agency engineer, if different than the project applicant; a representative of the local unit of government in which the project is located; and the MPO Executive Director, if the project is located in a MPO area.

(Applicant Signature) *(Date)*

(Sponsoring Agency Engineer Signature) *(Date)*

(Local Unit of Government Signature) *(Date)*

(If in MPO area, signature of MPO Executive Director) *(Date)*

List of Exhibits

Exhibit A – Excerpts out of Brainerd 5-Year Capital Improvement Plan

Exhibit B – Excerpts out of Brainerd Non-Motorized Transportation Plan

Exhibit C – Excerpts out of MnDOT STIP

Exhibit D – Proposed Trail Alignment Map

Exhibit E – Existing Brainerd Trails and Sidewalks

Exhibit F – Resolution Agreeing to Maintain Facility

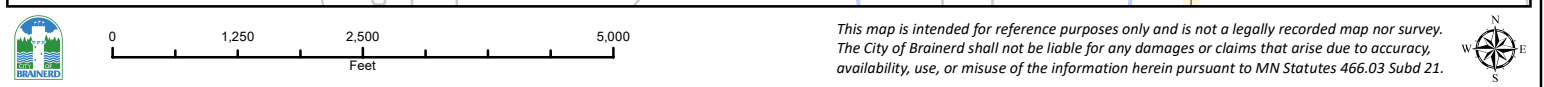
Exhibit G – Sponsorship Resolution

Exhibit H – Letters of Support

2020 Capital Improvement Plan

EXHIBIT A - EXCERPTS OUT OF BRAINERD 5-YEAR CAPITAL IMPROVEMENT PLAN

Improvement Year	Project #	Project Name	GO Bonds	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost
2020											
		2020 Street Striping	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2020 Street Patching	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2020 Crack Filling	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
		L St, Mill - 8th Ave Pavement Reconstr	\$0	\$22,500	\$7,500	\$0	\$0	\$1,500	\$0	\$0	\$31,500
		10th Ave NE, P Street - Q Street	\$0	\$17,000	\$17,000	\$0	\$1,500	\$3,000	\$0	\$0	\$38,500
		10th Ave NE, N Street - O Street	\$0	\$25,500	\$8,500	\$0	\$2,000	\$3,000	\$0	\$0	\$39,000
		O Street, 9th Ave NE - 12th Ave NE	\$0	\$52,500	\$17,500	\$0	\$6,000	\$8,000	\$0	\$0	\$84,000
		P Street, Mill Ave - 10th Ave NE	\$0	\$72,000	\$24,000	\$0	\$6,000	\$8,000	\$0	\$0	\$110,000
		7th Ave NE, E - H Pavement Reconstru	\$0	\$55,000	\$55,000	\$0	\$6,000	\$11,000	\$0	\$0	\$127,000
		J St, Mill Ave - 10th Ave NE	\$0	\$85,500	\$28,500	\$0	\$6,000	\$8,000	\$0	\$0	\$128,000
		11th Ave NE, H-J Reconstruction	\$0	\$73,000	\$73,000	\$0	\$0	\$3,000	\$0	\$0	\$149,000
		2020 Seal Coat	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
		5th Ave NE, Washington - E St	\$0	\$0	\$44,500	\$186,500	\$11,000	\$11,000	\$0	\$0	\$253,000
		Fir St & Evergreen Ave, N 10th St to N	\$0	\$0	\$26,500	\$216,500	\$7,000	\$30,000	\$0	\$0	\$280,000
13-21		B St NE, 1st Ave NE - 5th Ave NE Reco	\$0	\$0	\$63,500	\$235,500	\$8,000	\$1,500	\$0	\$0	\$308,500
		2020 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000
2020 Construction Totals			\$0	\$598,000	\$365,500	\$638,500	\$453,500	\$88,000	\$0	\$0	\$2,143,500



Chapter One: Purpose and Need

Purpose and Need for the Non-Motorized Transportation Plan

A safe, interconnected cycling and walking system can be a major asset to any community, particularly one as well suited to these activities as Brainerd. The natural environment and the historic street grid are highly conducive for these and other outdoor pursuits. Both natural and man-made corridors provide ideal opportunities for development of a comprehensive system of cycling facilities, pathways, and trails. Even though the larger Brainerd Lakes Area is known for its recreational opportunities, such a system is not well developed in many areas of the city.

However, progress is being made. In 2015, the total length of multi-use trail within the city was 10.2 miles. There is also 35.8 miles of sidewalk within the urban area. Although these efforts have been made to improve these non-motorized facilities, a plan is necessary to properly prioritize scheduling and the use of funds.

It is not difficult to convince the public that the provision of bicycle and walking facilities makes sense as a community investment. One of the themes emerging from the household survey on walking and bicycle usage is that residents place a high value on cycling and walking features within their communities. Recreational cycling and walking trails have long been seen as an important public investment in the local tourism economy. Many locals have taken advantage of these regional facilities and desire to have better access to biking and walking in their daily lives. Furthermore, if the city is to attract young families and active professionals to reside within the urban area, the creation of non-motorized transportation options will be vital.

These facilities, and the activities enabled by them, are good for our health, good for our economy, good for our environment, and good for our quality of life. The facilities can also be implemented without great expense. There is every reason to believe that Brainerd can and should be one of the centers of cycling and pedestrian activity in Central Minnesota.

The challenge ahead involves developing a cohesive, integrated plan and identifying sources of funds to implement that plan. This is the goal of the Brainerd Non-Motorized Transportation Plan (NMTP). This 2016 Plan hopes to take the development of such systems to another level. It identifies a comprehensive network, with a focus on the bicycle system.

Implementation of the Plan will be a win-win on multiple fronts, and a strong partnership between the city and other local governments, MN-Dot, and the citizens of Brainerd can make it happen. Although many efforts have been made in recent years to improve these non-motorized facilities, a plan is necessary to properly prioritize scheduling and the use of funds.

Chapter Two: Goals and Strategies for Non-Motorized Transportation Plan Implementation

City of Brainerd Non-Motorized Transportation Plan

Goals and Strategies for Implementation

1. Institutional changes that create a community culture to embrace non-motorized transportation alternatives.

Policies, Plans and Initiatives

- Implement the City Council strategic initiative to create more walkable and bikeable neighborhoods. Develop a non-motorized transportation plan by the end of 2015.
- Adopt a Non-motorized Transportation Plan and integrate the Plan with Brainerd's Comprehensive Plan for land use decisions.
- Maintain a Walkable Bikeable City Committee advisory to the City Council.
- Adopt a Complete Streets Policy.
- Partner with ISD 181 to promote, support and implement the Safe Routes to School Plan to create more opportunities for student walking and bicycling.

Community Awareness and Education

- Develop a public information awareness program for safe non-motorized transportation.
- Develop and implement a promotional program to educate non-motorists and motorists about local and state non-motorized and motorized transportation ordinances and state laws.
- Partner with public access TV to provide periodic non-motorized education sessions and public service bulletins.
- Create educational posters for display at high-traffic areas such as the library and local grocery and convenience stores.
- Partner with local landlords to distribute information to residents each fall and spring.
- Create and promote a "Getting Around Brainerd" webpage that encapsulates relevant ordinances, transit routes, and safety tips.
- Partner with the transit system to reach out to bus system users, including providing area maps at bus stops.
- Partner with wireless local businesses, and the Convention and Visitor's Bureau to raise awareness of visitors to the City.
- Distribute press releases when significant non-motorized transportation and accessibility achievements are made.
- Annually present to local civic organizations and other community groups about the non-motorized transportation plan and achievements that have been made in implementing the plan.

Community Safety

- Partner with local organizations to offer courses on how to operate a bicycle safely.
- Partner with the High School and Drivers' Education providers to educate new drivers about interactions with bicyclists and pedestrians.

2. Design, construct and maintain an interconnected non-motorized transportation system that is safe, continuous, accessible, convenient, efficient and easy to use.

- Provide non-motorized transportation links between all major key destinations (such as parks, schools, downtown, hospitals and clinics).
- Provide a non-motorized network that includes features such as sidewalks, trails, bicycle lanes and safe road crossings.
- Ensure that each intersection has visible and consistent street signs to aid navigability.
- Eliminate gaps in the non-motorized transportation system.
- Identify needed safety improvements to existing sidewalks, bike lanes, paved shoulder lanes, separated paths, intersections and crosswalks.
- Develop a year-round maintenance program for Brainerd's non-motorized facilities that identifies the expected level of maintenance for each facility and the department responsible for the maintenance.
- Adopt and publish MNDOT construction standards for non-motorized facilities.

3. Revise City Ordinances and policy to include definitions of and reference to non-motorized transportation.

- Update the general parking and loading requirements to require bicycle parking and distinguish bicycle parking from motor vehicle parking.
- Institute design standards for bicycle parking.
- Update current parking quantity requirements to ensure bicycle parking is provided.
- Review current ordinances regarding landscaping and fencing to ensure that pedestrians are visible to vehicles at potential points of conflict, such as crosswalks, alleys, and driveways.
- Snow and ice removal ordinances and policies shall be clear, consistent, ensure that mobility and accessibility are preserved and shall be enforced.
- Create standards for openings and fixtures in sidewalks, such as vaults and utility accesses.
- Strategically enforce traffic ordinances, such as turn signal use, encroachment on crosswalks, speed limits, bicycle use, and pedestrian right-of-ways.

4. Connect Brainerd with neighboring cities.

- Support the establishment and improvement of critical multimodal transportation linkages between jurisdictions throughout the County.

5. Use non-motorized travel to improve community health, safety and lifestyle.

- Partner with Crow Wing Energized to increase active living opportunities and active lifestyles.
- Create opportunities for residents and businesses to participate in transportation network-building, such as provision of public bicycle parking and public benches for pedestrians.

- Design and install a non-motorized transportation way-finding system.
 - Conduct walkability and bikeability audits.
- 6. Establish Brainerd as a League of American Bicyclists Bike Friendly Community.**
- Achieve Bronze Level Bicycle Friendly Community status from the League of American Bicyclists by 2016 and become Gold certified by 2020.
- 7. Build a community skate park.**
- Build a skate park by 2020.
 - Develop a skate park fund.
- 8. Develop and fund a list of prioritized investments that implement this Plan and maintain the system.**
- Integrate this Plan with the annual Capital Improvement Plan.
 - Establish a non-motorized transportation and trail fund.
- 9. Develop a General Public Education Strategy**
- Develop and implement a promotional program to educate non-motorists and motorists about local and state non-motorized and motorized transportation ordinances and state laws.
 - Partner with public access TV to provide periodic non-motorized education sessions and public service bulletins.
 - Create educational posters for display at high-traffic areas such as the library and local grocery and convenience stores.
 - Partner with local organizations to offer courses on how to operate a bicycle safely.
 - Partner with local landlords to distribute information to residents each fall and spring.
 - Create and promote a *“Transportation in Brainerd”* webpage that encapsulates relevant ordinances, transit routes, and safety tips.
 - Partner with the transit system to reach out to bus system users, including providing area maps at bus stops.
 - Partner with wireless local businesses, and the Convention and Visitor’s Bureau to raise awareness of visitors to the City.
 - Partner with the High School and Drivers’ Education providers to educate new drivers about interactions with bicyclists and pedestrians.
 - Distribute press releases when significant non-motorized transportation and accessibility achievements are made.
- 10. Conduct a goal setting meeting each year to review the past year’s progress, set forth goals for the following year. A presentation on progress and goals shall be given at least annually to the City Council.**

Chapter Three: Non-Motorized Transportation Plan

Implementation and Promotion

Implementation and Promotion

Adopt a “Complete Streets” Policy.
Resolution adoption – March 2, 2015.

Grant pedestrians the right-of-way when using street crossings without a stop sign or traffic light for oncoming traffic, known as unsignalized crossings.

Amend the language of the bicycle registration ordinance to remove the mandatory registration clause.

Ordinance adoption

Planning Commission

Incorporate bicycle parking into zoning & development guidelines.

Update the general parking and loading requirements to require bicycle parking and distinguish bicycle parking from motor vehicle parking.

Ordinance revision

Planning Commission

Institute design standards for bicycle parking.

Ordinance adoption

Planning Commission

Update current parking quantity requirements to ensure bicycle parking and motorized vehicle parking levels are sufficient.

Ordinance adoption

Planning Commission

Review current ordinances regarding landscaping and fencing to ensure that pedestrians are visible to vehicles at potential points of conflict, such as crosswalks, alleys, and driveways.

Ordinance revision

Planning Commission

Review snow and ice removal ordinances and policies for clarity, consistency, and adequacy to ensure that mobility and accessibility are preserved.

Factsheet created

Engineering Department

Empower residents and businesses to participate in transportation network-building, such as provision of public bicycle parking and public benches for pedestrians.

Ordinance adoption

Resolution support

Engineering Department

Review and revise the current sidewalk occupancy standards and permit process.

Ordinance adoption

Resolution support

Engineering Department

Create standards for openings and fixtures in sidewalks, such as vaults and utility accesses.

Ordinance adoption

Resolution support

Engineering Department

Update sidewalk construction standards to allow use of permeable pavements, such as brick, concrete pavers, permeable concrete, recycled rubber pavers, and other materials.

Ordinance adoption

Published factsheet

Engineering Department

Accurate and complete guidelines for working with the Engineering Department for trees planted in the boulevard.

Ordinance adoption,

Published factsheet

Engineering Department

Consider compact, higher-density, mixed-use land use designations during land use planning decisions and in the Comprehensive Plan.

Planning Commission

Adopt and publish AASHTO construction standards for non-motorized facilities.

Adoption and Publication Engineering Department

Encourage the use of safe and consistent construction/design standards for new non-motorized facilities that conform to the Americans with Disabilities Act (ADA).

Ensure that each intersection has visible and consistent street signs to aid navigability.

Creation and implementation of a sign audit and repair schedule

Engineering Department

Monitor the transportation system to identify and mitigate safety problems. Creation and implementation of an audit cycle.

Planning Department

Empower residents to participate in the code enforcement process.

Factsheet distribution

Building Department

Planning Department

Prioritize maintenance projects that bridge service or infrastructure gaps, improve and maintain critical links between both modes and locations, and attend to equity issues.

Potential projects scored as part of Planning Commission review

Planning Commission

Initiate a system of proactive, targeted maintenance enforcement on major routes and intersections.

Creation and implementation of an infrastructure audit cycle.

Building Department

Aggressively enforce snow removal standards on non-motorized facilities such as bike lanes and sidewalks.

Number of snow-related complaints received

Building Department

Strategically enforce traffic ordinances, such as turn signal use, encroachment on crosswalks, speed limits, bicycle use, and pedestrian right-of-ways.

Number of traffic crashes involving a pedestrian or bicyclist

Create a transportation commission that includes members of the Planning Commission, the Parks & Recreation Commission, the EDA Board of Directors, and other stakeholders.

Support the establishment and improvement of critical multimodal transportation linkages between jurisdictions throughout the County.

Resolutions of support

Planning Commission

Project dependent

Preserve current and planned rights-of-way for the transportation system.

Planning Commission

Work with the City Engineering Department and the Crow Wing County Engineering Department to review the appropriateness of speed limits, left turns, and turning radii throughout the City.

Work with MNDOT to evaluate light timing and traffic light sensors and revise and/or adjust to improve safety.
Engineering Department

Work with MNDOT prior to the Hwy 210 bridge reconstruction to explore options to provide a safe non-motorized transportation crossing.
Engineering Department
Mississippi Riverfront Committee

Coordinate public parking in the Central Business District.

Coordinate site plan review with the on sites that are adjacent to a major bus route.
Planning Commission

Encourage local community organizations and businesses to adopt portions of the community trail network to periodically clean up trash and debris.

Work with, local community organizations and local businesses to improve the accessibility, usability, and attractiveness of bus stops.

General Public Education Strategies

Include information about walking, biking, and taking transit within mailings, such as property tax bills, water bills, and Engineering Department announcements.

Partner with public access TV to provide periodic non-motorized education sessions and public service bulletins.

Create educational posters for display at high-traffic areas such as District Library branches and local grocery and convenience stores.

Work with local organizations to offer courses on how to operate a bicycle safely.

Work with local landlords to distribute information to residents each fall and spring.

Create and promote a “Transportation in Brainerd” webpage that encapsulates relevant ordinances, transit routes, and safety tips.

Work with the on outreach to bus system users, including providing area maps at bus stops.

Work with Wireless local businesses, and the Convention and Visitor's Bureau to raise awareness in visitors to the City.

Partner with to distribute information about opportunities for walking, biking, and taking transit within ---- as part of welcome events, student orientations, and other special events.

Work with the High School and Drivers' Education providers to educate new drivers about interactions with bicyclists and pedestrians.

Promote and support such programs as Safe Routes to School, to Downtown, Pursue national certifications, such as the League of American Bicyclist's "Bike-Friendly City" award.

Distribute press releases when significant non-motorized transportation and accessibility achievements are made.

Chapter Four: Plan Priorities

Projects Tier 3 (2024-2027)

Maintenance	Estimated Cost
<u>Locations:</u>	
Total	

ADA Compliance	Estimated Cost
<u>Locations:</u>	
Total	

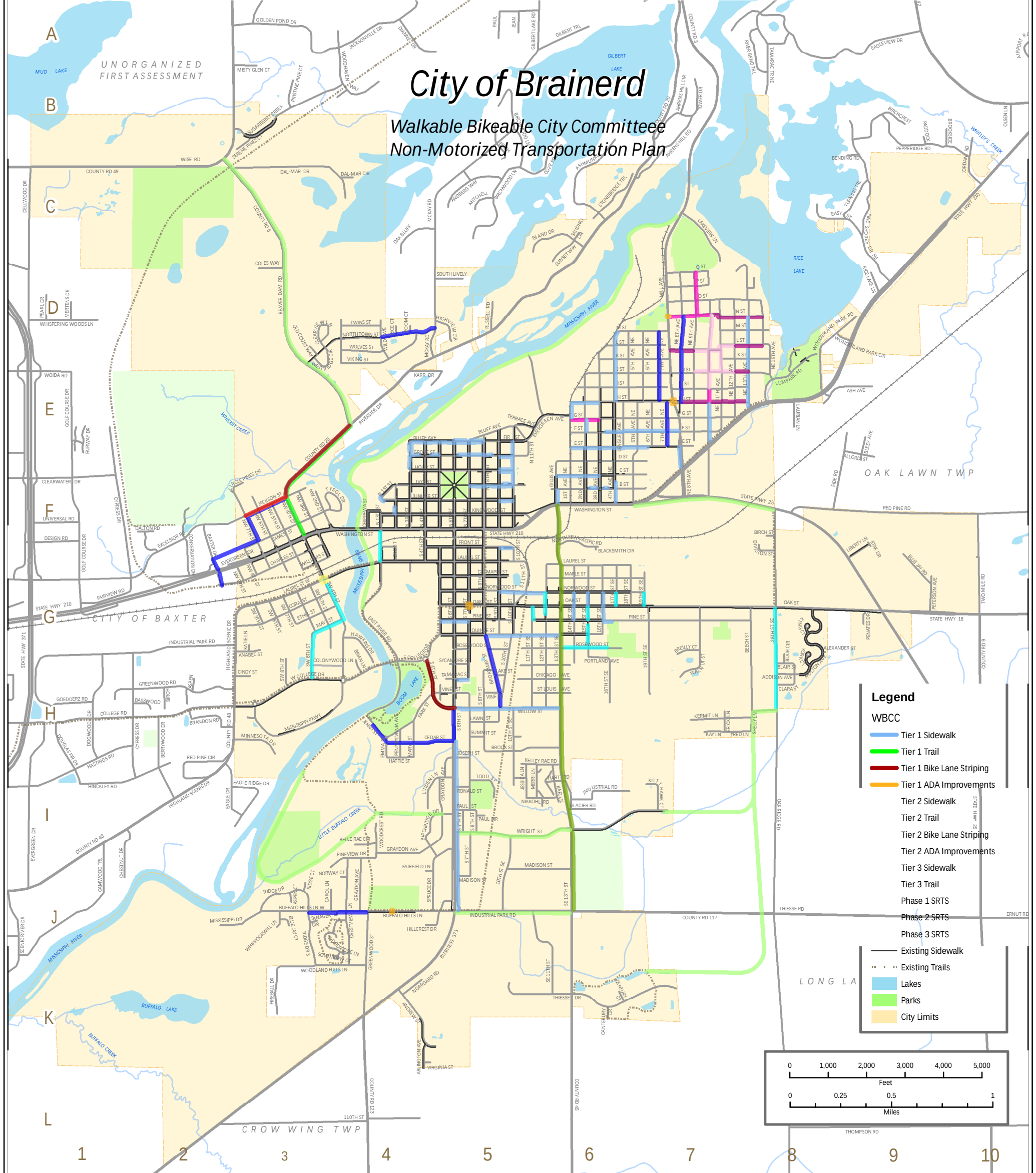
Crosswalks	Estimated Cost
<u>Locations:</u>	
Total	

Side Walks	Sq. Ft.	Estimated Cost
<u>Locations:</u>		\$20/Sq. Ft.
14th St SE from Norwood St to Pine St	6,600	
S 6th St from Willow St to Cedar St	3,970	
Cedar St from S 6th St to the trail	10,495	
Buffalo Hills Ln from Greenwood St to Ridge Dr	7,255	
Northtown St from Wild St to McKay Rd	3,595	
NW 7th St/James St/Baxter Dr from Jackson St to Paul Bunyan Trail	6,600	
East River Rd from Laurel St to Washington St	3,845	
11th St SE from Oak St to Pine St	1,700	
12th St SE from Norwood St to Pine St	3,430	
15th St SE from Rose wood St to Oak St	6,015	
17th St SE from Norwood St to Oak St	3,040	
19th St SE from Norwood St to Oak St	1,520	
Rosewood St from 13th St SE to Jaycees Park	5,815	
28th St from Oak St to City Limits	16,730	
Pine St from S 5th St to S 7th St	3,230	
Pine St from 16th St SE to Jaycees Park	2,050	
Front St from S 9th St to S 10th St	525	
15th St SE from Norwood St to Oak St	1,650	
16St SE from Norwood St to Pine St	3,300	
Complete Northside Gaps	45,490	
Total	136,855	
*Underlined Segments are Safe Routes to School funds		

Multi Use Trail		Sq. Ft	Estimated Cost
<u>Locations:</u>			\$4-\$10 Sq. Ft
State Hwy 25 from Hwy 210 to 28th St		36,930	
Oak Ridge Rd from 28th St to Wright St		43,430	
Wright St from S 6th St to 13th St SE		29,450	
Industrial Park Rd from S 6th St to 13th St SE		30,810	
Buffalo Hills Trail to Birch Ridge Dr		13,560	
Rotary Park to Buffalo Hills Trail		67,180	
Beaver Dam Rd from Co Rd 20 to Wise Rd		77,250	
Total		298,610	

Bike Lanes		Estimated Cost	
<u>Locations:</u>			
Total		0	

Other		Estimated Cost	
<u>Locations:</u>			
Total		0	



1st Ave NE	E6-F6	10th Ave NE	D7-F7	Bluff Ave	E4-E5	E St	E6-E7	Jordan Rd	B10-C10	Nikkohl Rd *	I5-I6	Stonebridge Ct	C6
1st St N	F5	10th St N	E5-F5	Breilly Ct	G7	East River Rd	F4-G4	Joseph St	H5	Norwood St	G5-G7	Stonebridge Trl	C6
2nd Ave NE	E6-F6	10th St S	F5, G5	Brian Ln	G4	Easy St	C8-C9	Juniper St	F4-F5	O St	D7-D8	Sugarberry Creek	B3-B4
2nd St N	F5	10th St SE	H5-I5	Broadway St	H5	Emma St	H4	K St	D6-D8	Oak Lawn	G9-G10	Summit St	H5, H5
2nd St NW	F3	11th Ave NE	D7-E7	Brook St	H5-H6	Erick Ln *	H7	Kari Ln *	H6-I6	Oak Ridge Rd	H8-L8	Sunset Way	C6
2nd St S	F4	11th St S	G5-G5	Boom Ct	D4	Etak Dr	F9	Katie Ln	G3	Oak St	G5-G9	Sycamore St	G5
3rd Ave NE	D6-F6	11th St SE	G5-K6	Buffalo Hills Ln E	J4-J5	Ethel St	G3-G4	Kay Ln *	H7	Old Court Way	D3	Tamarac St	H5
3rd St N	E4-F4	12th Ave NE	D7-E7	Buffalo Hills Ln W	J3-J4	Evergreen Ave	E5-E6	Kelley Rae Rd *	H5-H6	P St	D7	Tanager Cir	J3
3rd St NW	F3	12th St SE	F6-H6	Business 371	J5-L2	Evergreen Dr	F2-F3	Kermit Ln *	H7-H8	Park St	H4	Terrace Ave	E5
3rd St S	F4	13th Ave NE	D7-E8	C St	F6-F7	F St	E6-E7	King Ct	G8	Paul Cir / St	I5	Thiesse Dr	K5-K7
4th Ave NE	D6-F6	13th St SE	F6-J6	Cantebury Ct	K6	Fairfield Ln	I4	Kingwood St	F4-F5	Pennsylvania Ave	H4	Todd St	I5
4th St N	E4-F4	14th Ave NE	D8	Carol Ln	J3	Fir St	E5	Kitty Hawk Ct	I7	Peterson Ave	G9	Twins St	D4
4th St NW	F3	14th St SE	F6-G6	Cedar St	H4-H5	Fireball Dr	J3-K3	L St	D6-D8	Pine Shores Rd	B9-D9	Two Mile Rd	F10-I10
4th St SW	G3-H4	15th Ave NE	D8-E8	Century Ct	K6	Fred Ln *	H7-H8	Laurel St	F4-F6	Pine St	G5-G8	Tyrol Dr	F3-F4
5th Ave NE	D6-F6	15th St SE	F6-G6	Charles St	F3-G3	Front St	F4-F5	Laurel St W	F4-G3	Pineview Dr	I3-I4	Viking St	D4
5th St N	E5-F5	16th St SE	F6-G6	Chicago Ave	H5-H6	G St	E6-E7	Lake St	H5	Portland Ave	G5-G6	Vine St	H4-H5
5th St NW	F3	17th St SE	F6-G6	Chippewa St	F4	Gillis Ave	E6-F6	Lakeview Ln	C7	Q St	D7	Virginia St	K4
5th St S	F5-G5	18th St SE	F6-G6	Cindy St	H3	Glacier Rd *	I6	Lawn St	H5	Quince St	G5-G6	Walnut St	G7-H7
5th St SW	G3	19th St SE	G6-H6	Circle Pines Dr	F3	Graydon Ave	J4-H5	League Ave	E6	Red Pine Rd	F8-F10	Warrior Ave	D4
6th Ave NE	D7-E7	28th St SE	F8-H8	Clara St	H8	Greenwood St	J4-K4	Liberty Ln	F9	Rice Ct	D4	Washington St	F3-F4
6th St N	E5-F5			Clearview Ln	D3	Grove St	E4-E5	Linden Ln	E4-E5	Ridge Ct	J3	Washington St NE	F6-E8
6th St NW	F3	Addison Ave	H8	Coles Way *	D3	H St	E6-E8	Lum Park Rd	D8-E8	Ridge Dr	J3	Washington St W	F3-F4
6th St S	F5-J5	Alexander St	G8	College Dr E	G4-G5	Hattie St	H4	M St	D6-D8	Ridge Dr S	J3	Westridge Cir	D3
6th St SW	G3	Anabec St	G3	College Dr W	H3-G4	Hart Rd *	I6	Madison St	J5-I6	Riverside Dr	A7-F3	Whippoorwill Ln	J3
7th Ave Ne	D7-E7	Andrew St	K4	Colonywood Ln	G3-G4	Hawkins Dr	G4	Maple St	G5-G7	Robin Rd	F10-G10	Wild Ave	D4
7th St N	E5-F5	Arlington Ave	K4	Cora St	G3	Highland Scenic Dr	G3-J1	May St	G3-G4	Ronald St	I5	Williams St	F3
7th St NW	F3	Ashmun Rd	C6	County Hwy 45	F6-K6	Highview Cir	D5	Mary St	H4	Rosewood St	G5-G6	Willow St	H4-H6
7th St S	F5-J5	Aspen Ct	J3	County Rd 117	J5-J7	Hillcrest Dr	J4-J5	McKay Rd	D4	Russell Rd	D5	Wolves St	D4
7th St SW	G3	B St	F6-F7	County Rd 20	A7-F3	Holly St	F4-F5	Meadowlark Ln	F9-F10	Sandhill Ct / Cir	C6	Wonderland Park Cir	D8-D9
8th Ave NE	D7-F7	Beaver Dam Rd	B2-E4	County Rd 3	A7-F7	Holton Ave	G8-H8	Merri Ln *	H6-I6	Serene Pines Ct	B3	Wonderland Park Rd	E8-D9
8th St N	E5-F5	Beech St	G8-H8	County Rd 48	H3-I	I St	E6-E8	Mill Ave	C7-E7	Shelly Ln *	H8	Woodcrest Rd	I4
8th St NW	F3	Belle Rae Cir	I4	County Rd 49	A2-C2	Industrial Rd	I6	Minnesota Dr	H3	Southview Ct	J4	Woodland Hills Ln	J3-J4
8th St S	F5-H5	Birch St	F8	County Rd 5	B2-E4	Island Dr	C5-C6	Mississippi Pkwy	H3-H4	Spruce Dr	J4-I5	Woodridge Ln	J4
8th St SW	G3	Birchridge Dr	I4-I5	Crestview Ln	I4-J4	Ivy St	F4-F5	Mississippi Dr	J2-J3	St Louis Ave	H5-H6	Wright St	I5-I7
9th Ave NE	D7-E7	Blacksmith Cir	F6	Crow Wing Rd	G9-G10	J St	E6-E8	N St	D7-D8	State Ave	G10	York Ct	G8
9th St N	E5-F5	Blair Cir	G8	D St	E6-E7	Jackson St	F3	Norrgard Rd	K4	State Hwy 18	G9-G10		
9th St NW	F3-G3	Blair St	G8	Dal-Mar Cir	C4	James St	F3	Northern Pacific Rd	F6	State Hwy 210	B10-G1		
9th St S	F5-H5	Blue Jay Ct	J3	Dal-Mar Dr	C3-C4	Jenny St	H4	Northtown St	D3-D4	State Hwy 25	F7-L10		
9th St SW	G3	Blue Jay Rd	F9-G9	Division St	F8	Jessica Ln *	H5-I5	Norway	J4	State Hwy 371	A1-H1		



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* Denotes Private Road

EXHIBIT C - EXCERPTS OUT OF MNDOT STIP

ATP 3																
SFY 2019-2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)																
SORT BY: ATP, YEAR, TRANSIT, RAIL, LOCAL SP, MNDOT SP, SETASIDE																
SEQ#	ROUTE SYSTEM	PROJECT NUMBER (SP)	YEAR	AGENCY	PROJECT DESCRIPTION	MILE	PRGM	WORK TYPE	PROPOSED FUND	STIP TOTAL	FHWA	AC	FTA	TH	BOND	OTHER
660	MN 23	0503-91	2022	MNDOT	**SPP** MN 23, AT US 10 INTERCHANGE IN ST. CLOUD, RECONSTRUCT MN 23 FROM .1 MI W OF LINCOLN AVE TO .1 MI W OF CR 1; RECONSTRUCT US 10 FROM .2 MI W OF ST. GERMAIN TO .1 MI N OF 15TH AVE SE; REPLACE BRIDGES OVER US 10, BR# 9021 WITH BR# 05019 AND BR#9022 WITH BR# 05018; INCLUDES MULTIMODAL IMPROVEMENTS	2.10	MC	RECONST.	NHPP	30,300,000	24,240,000	-	-	6,060,000	-	-
661	MN 23	0504-20	2022	MNDOT	MN 23, FROM 6TH AVE IN FOLEY TO 120TH AVE AT THE RUM RIVER IN MILACA, UNBONDED CONCRETE OVERLAY INCLUDE SAFETY IMPROVEMENTS	13.30	RD	BONDED CONCRETE OVERLAY	SF	12,475,000	-	-	-	12,475,000	-	-
662	MN 23	0504-20S	2022	MNDOT	**SEC164** MN 23, AT 8TH AVE IN FOLEY, CONSTRUCT ROUNDABOUT (HSIP PROJECT)	0.00	SH	ROUNDABOUT	HSIP	1,575,000	1,500,000	-	-	-	-	75,000
663	US 2	1102-69M	2022	MNDOT	**ELLA** US 2, FROM END OF 4 LANE (E OF CASS LAKE) TO CSAH 10, MILL & OVERLAY (DESIGNED BY DIST 2, FUNDED BY ATP 3 UNDER 1102-69M \$2.3M)	5.10	RS	MILL AND OVERLAY	STBGP	2,300,000	-	-	-	2,300,000	-	-
664	US 2	1102-70M	2022	MNDOT	US 2, FROM CASS CSAH 91 TO ITASCA CSAH 18, BITUMINOUS MILL & OVERLAY (DESIGNED BY DIST 2, FUNDED BY ATP 3 UNDER SP 1102-70M \$7.7M & ATP 1 UNDER SP 3102-50M \$0.8M. TOTAL \$8.5M)	15.90	RS	MILL AND OVERLAY	NHPP	7,700,000	6,160,000	-	-	1,540,000	-	-
665	MN 6	1104-26	2022	MNDOT	MN 6, FROM 0.3 MI W OF CSAH-4 TO 0.1 MI E OF E JCT MN 200 IN REMER, RECONDITION PAVEMENT	0.90	RD	RECONDITION PVMT	SF	1,250,000	-	-	-	1,250,000	-	-
666	MN 210	1807-31	2022	MNDOT	MN 210, FROM 0.4 MI E OF THE E JCT MN TH 6 IN DEERWOOD TO 0.1 MI WEST OF 9TH AVE NW IN AITKIN, CONCRETE PAVEMENT REHAB & PLANING (DESIGNED BY D3, ATP 1 FUNDING SP 0118-22M, \$1,750,000)	4.67	RS	CONCRETE PAVEMENT REHAB	NHPP	3,500,000	2,800,000	-	-	700,000	-	-
667	MN 25	1811-35	2022	MNDOT	MN 25, REPLACE BRIDGE #9099 OVER BNSF RAIL 0.5 MI S OF THE JCT MN 210/CSAH 3 IN BRAINERD, INCL BICYCLE-PEDESTRIAN ACCOMMODATIONS	0.00	BR	BRIDGE REPLACEMENT	SF	4,000,000	-	-	-	4,000,000	-	-
668	MN 371B	1814-08	2022	MNDOT	MN 371B, 0.1 MI S. OF 70TH AVE. TO 500 FT SOUTH OF GREENWOOD STREET, MILL AND OVERLAY; AND FROM 500 FT SOUTH OF GREENWOOD ST. TO JOSEPH STREET, URBAN RECONSTRUCTION IN BRAINERD	4.10	RS	RECONST.	NHPP	6,000,000	4,800,000	-	-	1,200,000	-	-
669	MN 95	3006-44	2022	MNDOT	MN 95, AT JCT MN 47 WEST OF CAMBRIDGE, CONSTRUCT ROUNDABOUT	0.00	SC	ROUNDABOUT	SF	1,800,000	-	-	-	1,800,000	-	-

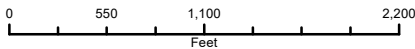


Legend

- - - - - Potential CLST
- - - - - TA Proposed Alignment

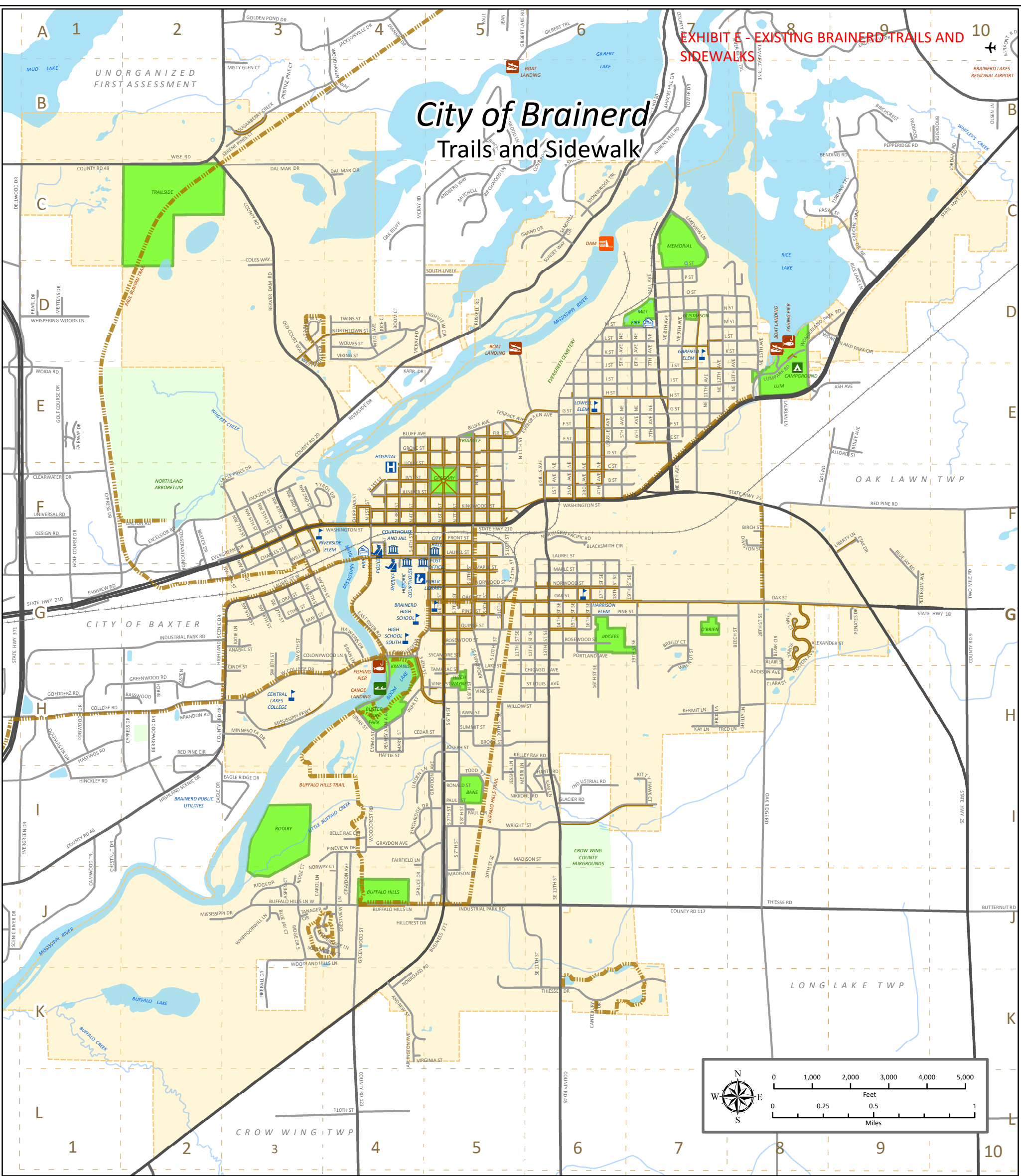
Trails

- Local Trails (Existing)
- KERMITT LN
- KAY LN
- FRED LN

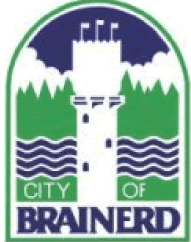


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1st Ave NE	E6-F6	10th Ave NE	D7-F7	Bluff Ave	E4-E5	East River Rd	F4-G4	Jordan Rd	B10-C10	Nikkohl Rd *	I5-I6	Stonebridge Ct	C6
1st St N	F5	10th St N	E5-F5	Breilly Ct	G7	Easy St	C8-C9	Joseph St	H5	Norwood St	G5-G7	Stonebridge Trl	C6
2nd Ave NE	E6-F6	10th St S	F5, G5	Brian Ln	G4	Emma St	H4	Juniper St	F4-F5	O St	D7-D8	Sugarberry Creek	B3-B4
2nd St N	F5	10th St SE	H5-I5	Broadway St	H5	Erick Ln *	H7	K St	D6-D8	Oak Lawn	G9-G10	Summit St	H5, H5
2nd St NW	F3	11th Ave NE	D7-E7	Brook St	H5-H6	Etak Dr	F9	Kari Ln *	H6-I6	Oak Ridge Rd	H8-L8	Sunset Way	C6
2nd St S	F4	11th St S	G5-G5	Boom Ct	D4	Ethel St	G3-G4	Katie Ln	G3	Oak St	G5-G9	Sycamore St	G5
3rd Ave NE	D6-F6	11th St SE	G5-K6	Buffalo Hills Ln E	J4-J5	Evergreen Ave	E5-E6	Kay Ln *	H7	Old Court Way	D3	Tamarac St	H5
3rd St N	E4-F4	12th Ave NE	D7-E7	Buffalo Hills Ln W	J3-J4	Evergreen Dr	F2-F3	Kelley Rae Rd *	H5-H6	P St	D7	Tanager Cir	J3
3rd St NW	F3	12th St SE	F6-H6	Business 371	J5-L2	F St	E6-E7	Kermit Ln *	H7-H8	Park St	H4	Terrace Ave	E5
3rd St S	F4	13th Ave NE	D7-E8	C St	F6-F7	Fairfield Ln	I4	King Ct	G8	Paul Cir / St	I5	Thiesse Dr	K5-K7
4th Ave NE	D6-F6	13th St SE	F6-J6	Cantebury Ct	K6	Fire St	E5	Kingwood St	F4-F5	Pennsylvania Ave	H4	Todd St	I5
4th St N	E4-F4	14th Ave NE	D8	Carol Ln	J3	Fireball Dr	J3-K3	Kitty Hawk Ct	I7	Peterson Ave	G9	Twins St	D4
4th St NW	F3	14th St SE	F6-G6	Cedar St	H4-H5	Fred Ln *	H7-H8	L St	D6-D8	Pine Shores Rd	B9-D9	Two Mile Rd	F10-H10
4th St SW	G3-H4	15th Ave NE	D8-E8	Charles St	F3-G3	Front St	F4-F5	Laurel St	F4-F6	Pine St	G5-G8	Tyrol Dr	F3-F4
5th Ave NE	D6-F6	15th St SE	F6-G6	Chicago Ave	H5-H6	G St	E6-E7	Laurel St W	F4-G3	Pineview Dr	I3-I4	Viking St	D4
5th St N	E5-F5	16th St SE	F6-G6	Chippewa St	F4	Gillis Ave	E6-F6	Lake St	H5	Portland Ave	G5-G6	Vine St	H4-H5
5th St NW	F3	17th St SE	F6-G6	Cindy St	H3	Glacier Rd *	I6	Lakeview Ln	C7	Q St	D7	Virginia St	K4
5th St S	F5-G5	18th St SE	F6-G6	Circle Pines Dr	F3	Graydon Ave	J4-H5	Lawn St	H5	Quince St	G5-G6	Walnut St	G7-H7
5th St SW	G3	19th St SE	G6-H6	Clara St	H8	Greenwood St	J4-K4	League Ave	E6	Red Pine Rd	F8-F10	Warrior Ave	D4
6th Ave NE	D7-E7	28th St SE	F8-H8	Clearview Ln	D3	Grove St	E4-E5	Liberty Ln	F9	Rice Ct	D4	Washington St	F3-F4
6th St N	E5-F5			Coles Way *	D3	H St	E6-E8	Linden Ln	E4-E5	Ridge Ct	J3	Washington St NE	F6-E8
6th St NW	F3	Addison Ave	H8	College Dr E	G4-G5	Hattie St	H4	Lum Park Rd	D8-E8	Ridge Dr	J3	Washington St W	F3-F4
6th St S	F5-J5	Alexander St	G8	College Dr W	H3-G4	Hart Rd *	I6	M St	D6-D8	Ridge Dr S	J3	Westridge Cir	D3
6th St SW	G3	Anabec St	G3	Colonywood Ln	G3-G4	Hawkins Dr	G4	Madison St	J5-I6	Riverside Dr	A7-F3	Whippoorwill Ln	J3
7th Ave Ne	D7-E7	Andrew St	K4	Cora St	G3	Highland Scenic Dr	G3-J1	Maple St	G5-G7	Robin Rd	F10-G10	Wild Ave	D4
7th St N	E5-F5	Arlington Ave	K4	County Rd 117	J5-J7	Highview Cir	D5	May St	G3-G4	Ronald St	I5	Williams St	F3
7th St NW	F3	Ashmun Rd	C6	County Rd 20	A7-F3	Hillcrest Dr	J4-J5	Mary St	H4	Rosewood St	G5-G6	Willow St	H4-H6
7th St S	F5-J5	Aspen Ct	J3	County Rd 3	A7-F7	Holly St	F4-F5	McKay Rd	D4	Russell Rd	D5	Wise Rd	A2-C2
7th St SW	G3	B St	F6-F7	County Rd 48	H3-I	Holton Ave	G8-H8	Meadowlark Ln	F9-F10	Sandhill Ct / Cir	C6	Wolves St	D4
8th Ave NE	D7-F7	Beaver Dam Rd	B2-E4	County Rd 49	A2-C2	I St	E6-E8	Merri Ln *	H6-I6	Serene Pines Ct	B3	Wonderland Park Cir	D8-D9
8th St N	E5-F5	Beech St	G8-H8	County Rd 45	F6-K6	Industrial Park Rd	J5-J7	Mill Ave	C7-E7	Shelly Ln *	H8	Wonderland Park Rd	E8-D9
8th St NW	F3	Belle Rae Cir	I4	County Rd 5	B2-E4	Industrial Rd	I6	Minnesota Dr	H3	Shelview Ct	J4	Woodcrest Rd	I4
8th St S	F5-H5	Birch St	F8	Crestview Ln	I4-J4	Island Dr	C5-C6	Mississippi Pkwy	H3-H4	Spruce Dr	J4-I5	Woodland Hills Ln	J3-J4
8th St SW	G3	Birchridge Dr	I4-I5	Crow Wing Rd	G9-G10	Ivy St	F4-F5	Mississippi Dr	J2-J3	St Louis Ave	H5-H6	Woodridge Ln	J4
9th Ave NE	D7-E7	Blacksmith Cir	F6	D St	E6-E7	J St	E6-F8	N St	D7-D8	State Ave	G10	Wright St	I5-I7
9th St N	E5-F5	Blair Cir	G8	Dal-Mar Cir	C4	Jackson St	F3	Norrard Rd	K4	State Hwy 18	G9-G10	York Ct	G8
9th St NW	F3-G3	Blair St	G8	Dal-mar Dr	C3-C4	James St	F3	Northern Pacific Rd	F6	State Hwy 210	B10-G1		
9th St S	F5-H5	Blue Jay Ct	J3	Division St	F8	Jenny St	H4	Northtown St	D3-D4	State Hwy 25	F7-L10		
9th St SW	G3	Blue Jay Rd	F9-G9	E St	E6-E7	Jessica Ln *	H5-I5	Norway Ct	J4	State Hwy 371	D1-H1		



- Legend**
- Parks
 - Sidewalks
 - Trails
 - Lakes
 - Streams
 - City Limits

* Denotes Private Road

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

**RESOLUTION AGREEING TO MAINTAIN FACILITY FOR TRANSPORTATION ALTERNATIVES
FUNDING RELATED TO TRAIL CONSTRUCTION ON TRUNK HIGHWAY 25 BETWEEN 5TH AVENUE
NE AND 28TH STREET SE**

WHEREAS, the Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right-of-way or property ownership required without prior approval from the Federal Highway Administration, and;

WHEREAS, Transportation Alternatives projects receive federal funding, and;

WHEREAS, the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer, and;

WHEREAS, the City of Brainerd is the sponsoring agency for the Transportation Alternatives project identified as trail construction on Trunk Highway 25 between 28th Street SE and 5th Avenue NE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned Transportation Alternatives project.

Adopted this _____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator

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

**RESOLUTION OF SPONSORSHIP FOR TRANSPORTATION ALTERNATIVES FUNDING RELATED
TO TRAIL CONSTRUCTION ON TRUNK HIGHWAY 25 BETWEEN 5TH AVENUE NE AND 28TH
STREET SE**

WHEREAS, at its meeting held on October 15, 2018, the Brainerd City council authorized submitting a letter of intent for Transportation Alternatives funding for trail construction on Trunk Highway 25 between 5th Avenue NE and 29th Street SE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the City of Brainerd agrees to act as the sponsoring agency for a Transportation Alternatives project identified as trail construction on Trunk Highway 25 between 5th Avenue NE and 28th Street SE and has reviewed and approved the project as proposed. Sponsorship includes willingness to secure and guarantee the local share costs associated with this project and responsibility for seeing this project through its completion, with compliance to all applicable laws, rules, and regulations.

BE IT FURTHER RESOLVED, that the City Engineer is hereby authorized to act as agent on behalf of this sponsoring agency.

Adopted this _____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Stop Sign Request - N 5th Street and Holly Street

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: A stop sign request for N 5th Street and Holly Street was received by staff.	
Alternatives, Options, Effects on Others/Comments: Please see the attached documentation and recommendation. Staff has a few short videos to also show the committee. Staff also has a few attachments listed below that are helpful for this conversation, along with the links to the short videos that will be presented. http://www.dot.state.mn.us/research/reports/2017/2017RIC05.pdf https://www.youtube.com/watch?v=FJjnoi1Wwzw https://www.youtube.com/watch?v=blp5ysHVdcA	
Recommended Action/Motion: Staff recommends leaving N 5th Street and Holly Street intersection as un-controlled.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer Sandy

DATE: December 6, 2018

SUBJECT: Stop Sign Request – N 5th Street and Holly Street

Staff has received a stop sign request for the intersection of N 5th Street and Holly Street in North Brainerd. This is not the first time that this intersection has been requested for traffic control, the most recent being June 2006 after an approval of a request at 7th and Juniper.

As outlined in numerous previous memos related to stop sign requests, when reviewing these requests, there are several factors that should be considered, both through engineering judgement and standards as outlined in the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). They are listed below:

- Is the crash rate excessive? MnDOT defines excessive as 3 crashes/year or 5 crashes in two years could have been prevented by the inclusion of traffic control. Federal Highway Administration lists 5 crashes in 12 months could have been prevented by the inclusion of traffic control.
- Are there physical obstructions that block sight lines at the intersection? Should the removal of obstacles that inhibit sight lines be removed before the inclusion of a traffic control device?
- Studies have shown that inclusion of stop signs tend to result in increased mid-block speeds, and if placed where not warranted, promotes drivers disregard for stop signs that results in a compliance rate (coming to a complete stop) of less than 20%. The overuse of stop signs gives motorists a perception of lost time. This tends to lead to more severe crashes at stop-controlled intersections than uncontrolled intersections.
- The placement of stop signs does not necessarily reduce crash rates. At a two-way stop, drivers on the through street tend to be less attentive to cross traffic failing to yield. Crash severity tends to increase.
- As a result of snowy conditions in winter months, stop sign approaches tend to become icy from vehicles sliding to a stop and then spinning their wheels to proceed (friction and

heat). The icy approaches can result in additional crashes and the need for increased sanding operations by maintenance staff.

- Residents in the area tend to believe that the stop signs will reduce speed, increase driver awareness, and that vehicles will stop, which gives a false sense of security when approaching an intersection.

Staff has done a thorough review of the intersection again. There were 3 listed crashes between 2006 and 2014, they include:

- March 4, 2006: 2-vehicle right-angle crash on a wet surface.
- April 27, 2013: 2-vehicle right-angle crash on a clear road. Vehicle 1 was reported at an illegal speed, and vehicle 2 was reported at an illegal speed and other human factor (usually alcohol related or other substance).
- January 27, 2014: 2-vehicle right-angle crash on snow/ice covered roadway. Vehicle 1 was reported as failed to yield and skidding, and vehicle 2 was reported as no illegal or improper driving.

Traffic related accidents do not come anywhere near the thresholds that would warrant the use of stop control in any direction at this intersection. Likewise, these crashes most likely would not have been prevented by the presence of traffic control.

Staff evaluated site distance issues through a site visit and the use of google maps. Copies of each direction on google maps can be seen attached. Staff did not see any issues with site lines or site distance at this intersection.

Staff has other videos and data that think are pertinent for future requests for traffic control such as stop signs. I have attached a research project by the Local Road Research Board that won national awards. Staff also has a couple of videos in which they would like to present to the committee regarding local road speeding and the purpose of stop signs.

Staff is not recommending addition of any type of traffic control at this intersection. The crash rates nor site lines do not warrant the addition of traffic control devices. Staff would again like to stress the expectation that all traffic control devices are important and should be treated as such. Unwarranted or unnecessary traffic control devices diminishes the importance of all other traffic control and therefore leads to unintended consequences.

STOP SIGN REQUEST EVALUATION CRITERIA

There are some general misconceptions about the appropriate use of stop signs for both speed control and intersection safety. This subject has been researched extensively by the industry and much of that researched is used to evaluate traffic control requests.

Deciding whether or not to install stop signs is really a balancing act where we try to weigh the risks versus the benefits. Please keep in mind that the industry has transitioned from the use of the word accident to the use of the term crash, because there is nothing accidental about these events. The fact is that 2-vehicle crashes at intersections are caused by driver error in that one of the drivers failed to yield the right-of-way to the other driver typically due to distraction, inattentiveness, impairment, or being in a hurry and just driving unsafely.

We should probably start by explaining the general purpose of various traffic control devices and their risks and benefits.

The assignment of right of way at un-controlled intersections is something that every driver should know. The law requires that we yield to the vehicle that enters the intersection first, or when two vehicles approach at the same time from 90 degrees, the vehicle on the left is suppose to yield to the vehicle on the right. On local residential neighborhood streets, the drivers perceived to be speeding and driving unsafely are usually the residents of the neighborhood, and they are fully aware of what traffic control is located along their route. Someone that is unfamiliar with a neighborhood tends to drive slower and more cautiously not knowing what to expect. Studies have shown that the benefits of uncontrolled intersections on low volume neighborhood roads is slower speeds, both mid block and at intersections, generally believed to be because drivers realize they need to drive more cautiously. When there are crashes, they tend to be low severity property damage only. We have an example of safe uncontrolled intersections in Northeast Brainerd north of H Street and between 2nd Avenue and Mill Avenue. In this area, 16 of the 20 4-way intersections are uncontrolled. The only 2-way stops are stopping cross traffic on 4th Avenue NE, which is considered a collector street and provides for mobility on the collector street. The crash rate in this area of northeast is remarkably low. We occasionally go a couple years without a crash in this area and when there is one, they tend to be low severity and very randomly located. The risks of uncontrolled intersections, as with any other intersection and traffic control type, is that if a driver for one reason or another fails to yield the right-of-way when they are required to by traffic law, they can cause a crash.

2-Way stops such as we have on 4th Avenue NE are meant to establish right of way for collector streets to provide mobility. Examples of such streets in North Brainerd would be 4th and 8th Streets, Bluff Avenue and Kingwood Street. These are the streets that commuter traffic such as trips to and from northeast, should be taking. The 2-way creates a condition of balanced risk where drivers should be able to drive through a neighborhood with relative safety and little delay at or near the statutory speed limit of 30 MPH. A 2-way stop can also be beneficial in cases where there is not sufficient visibility to determine if it is safe to proceed into an intersection when simply slowing down. The benefits of the 2-way are primarily mobility. The risks of a 2-way are that speeds on the through street tend to be maintained through the intersection. If a driver with a stop condition fails to yield the right of way and causes a crash, the crashes tend to be more severe due to the speed, often resulting in bodily injury.

4-Way stops should only be used where 2 collector streets intersect and where the traffic volumes on the major street are such that there are limited gaps affecting access and creating delays on the minor street. The benefits of a 4-way or all –way stops are that they provide safe access to a major collector street. The risk associated with 4-way stops is similar that of 2-way stops in that drivers who use the route often develop an expectation that if there is cross traffic, it will stop and they sometimes fail to look and use caution. 4-way stops along with signalized intersections are the scenes of some of our most severe crashes in terms of property damage and bodily injury, again, because a driver failed to yield the right of way.

There have been numerous studies performed on the affects of intersection control from both speed and safety perspectives. In general, it has been documented that when 2 and 4-way stops are used on low volume non-collector neighborhood streets, mid block speeds can increase by 3 to 5 mph, as if drivers are trying to make up the time that they lost slowing down for the stop sign and in these situations, slowing down is typically what people do. Statistics show that we can expect about a 20% compliance with the stop sign in these situations while about 60% are roll-throughs going between 1 and 5 miles per hour and about 20% blow the stop sign in excess of 5 MPH. The compliance shows that the driving public develops a general disregard for stop signs that they perceive to be unwarranted or nuisance signs. Excessive use of stop signs in unwarranted situations tends to breed additional disregard for the sign as a traffic control devise.

There have also been many efforts to try to document to what extent the placement of stop signs reduces low volume neighborhood street traffic crashes. Since these types of crashes tend to be very random in terms of location, time, and frequency it is not possible to predict when and where they may occur, so it is difficult to draw a comparison. It is not unusual for an uncontrolled intersection to be crash free for years, then suddenly have 2 or 3 crashes in one year, and then return to being crash free. In general, studies investigating long term comparisons of pre-traffic control and post traffic control crash rates have not been able to document any reduction in traffic crashes resulting from the additional traffic control.

Living in Minnesota, the land of 5-month winters, snow and ice control at intersections is a major concern. You may have noticed that when there is wet snow on the streets, drivers approaching stop signs tend to lock their breaks and slide up to the sign and then spin their tires to get going again. This repeated action causes the intersection and the approaches to get very icy and slippery, much more slippery than an uncontrolled intersection without the stopping and starting. There is only so much the city can do to get the streets plowed and sanded and when the temperatures are sub zero, chemicals no longer work on ice. The point is that slippery intersections are often a contributing factor to a crash because a driver was travelling at an excessive speed for the conditions and unable to stop, and sometimes the slippery condition is caused by the traffic control sign thought to be improving safety.

Over the years, stop signs have been requested and installed to address traffic concerns, mostly perceived concerns that no longer exist. Examples in North Brainerd are the stop signs on the east side of Gregory Park. Many of those signs are remnants from long gone traffic concerns such as Wittier School and Franklin Jr. High. Past experiences have been that it is much easier to put up a stop sign than it is to take one down, but now that those traffic generators are no longer there we do need to start revisiting whether or not those controls serve any purpose.

Other miscellaneous issues to consider with evaluating the placement of stop signs include additional noise from vehicles while accelerating or playing loud music, increased air pollution from reducing engine efficiency while accelerating, and increased community fuel consumption which ranges from 1/10th to 1/20th of a gallon per vehicle stop depending on type of vehicle to accelerate back to cruising speed. Stopping a street with 1,000 vehicles per day will cause an increased consumption of over 50 gallons of gas per day. This may not seem like much but on an annual basis at \$3.69 per gallon, that equates to over \$67,000.00 coming out of the pockets of our residents.

Often, stop signs can get to be a very emotional issue and people are absolutely convinced that there is an eminent danger of a tragic incident at an intersection and that the placement of 2 and ultimately 4-way stop signs will prevent that from happening. The statistics and evidence shows the opposite, that there is not an eminent danger of a tragic incident and that placement of the signs may not reduce the risk of a crash and will not guarantee that an incident does not occur. The same emotional argument can be made for every intersection in town and as we add stop signs and don't take any down, we get closer to having all way stops at every intersection.



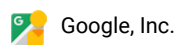
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Eastbound

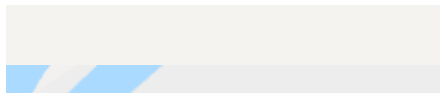


Image capture: Jul 2014 © 2018 Google

Brainerd, Minnesota



Street View - Jul 2014





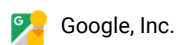
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Westbound

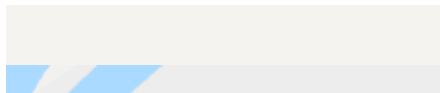


Image capture: Jul 2014 © 2018 Google

Brainerd, Minnesota



Street View - Jul 2014





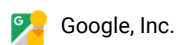
523 N 5th St

Northbound

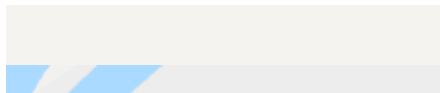


Image capture: Jul 2014 © 2018 Google

Brainerd, Minnesota



Street View - Jul 2014





601 N 5th St

Southbound

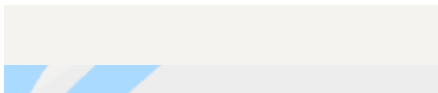


Image capture: Jul 2014 © 2018 Google

Brainerd, Minnesota



Street View - Jul 2014





Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Buffalo Hills Lane Assessment Discussion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: After the public meeting on October 16, and through more conversations at a staff level, staff has a few modification proposals to the assessment methodology for Buffalo Hills Lane reconstruction project for the committee and council to review.	
Alternatives, Options, Effects on Others/Comments: See the attached memo for information.	
Recommended Action/Motion: Staff recommends to assess the Buffalo Hills Lane reconstruction project per the City assessment policy for reconstruction projects. Staff also recommends providing a 50% relief of the per original platted parcel assessment cost to properties with two point of ingress and egress. Staff still proposes that un-platted parcels west of Crescent Hills Estates be assessed at a front footage calculation, and that the un-platted parcel south of Crescent Hills Estates be assessed by an area proportion thereof of the un-platted parcel to the west of Crescent Hills Estates per the original methodology approved by Council on September 4, 2018.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer Sandy

DATE: December 12, 2018

SUBJECT: Buffalo Hills Lane Assessment Discussion

Staff would like to have some further discussion with the committee and council regarding assessment methodologies for the Buffalo Hills Lane reconstruction project scheduled for 2019 after the public meeting held on October 16, 2018 and after further discussion on a staff level and with the City attorney.

As you may recall, the last time we discussed this issue, the action was to declare the Council's intent to assess 100% of Buffalo Hills Lane reconstruction on the premise of assessing each lot as originally platted. The sum is equivalent to the total assessable cost minus the cost attributable to the un-platted parcel adjacent to Crescent Hills Estates (based upon front foot adjacent to Buffalo Hills Lane) divided by the number of parcels of record that exists at the time of the original plat. The parcel that exists south of Crescent Hills Estates will be assessed at a proportional per area rate of the un-platted parcel adjacent to Buffalo Hills Lane.

Staff is not proposing any changes to this methodology and has since calculated the number of parcels that existed at the time of the original plats in this area (248 original parcels) and the number of parcels that exist today (246 parcels today).

Staff would like to have the committee and council reconsider the amount of the project that is proposed to be assessed, based upon feedback from the public and from the City attorney. Staff also has some other ideas to provide some relief of some assessments for parcels that have two outlets, and don't always have to use Buffalo Hills Lane to access their property.

Cost estimates have been refined for the project through more detailed design and cost estimating. The current assessable costs (does not include sanitary or storm sewer improvements, as they are covered by their respective enterprise funds) is \$896,300.

As previously discussed, and voted upon, the consensus was to assess 100% of the assessable costs to these 248 original parcels. At the time, and since this project inception, it has been treated as new construction, because the argument has always been that the street has never been constructed, graded, or brought to a city standard, thus treated much like

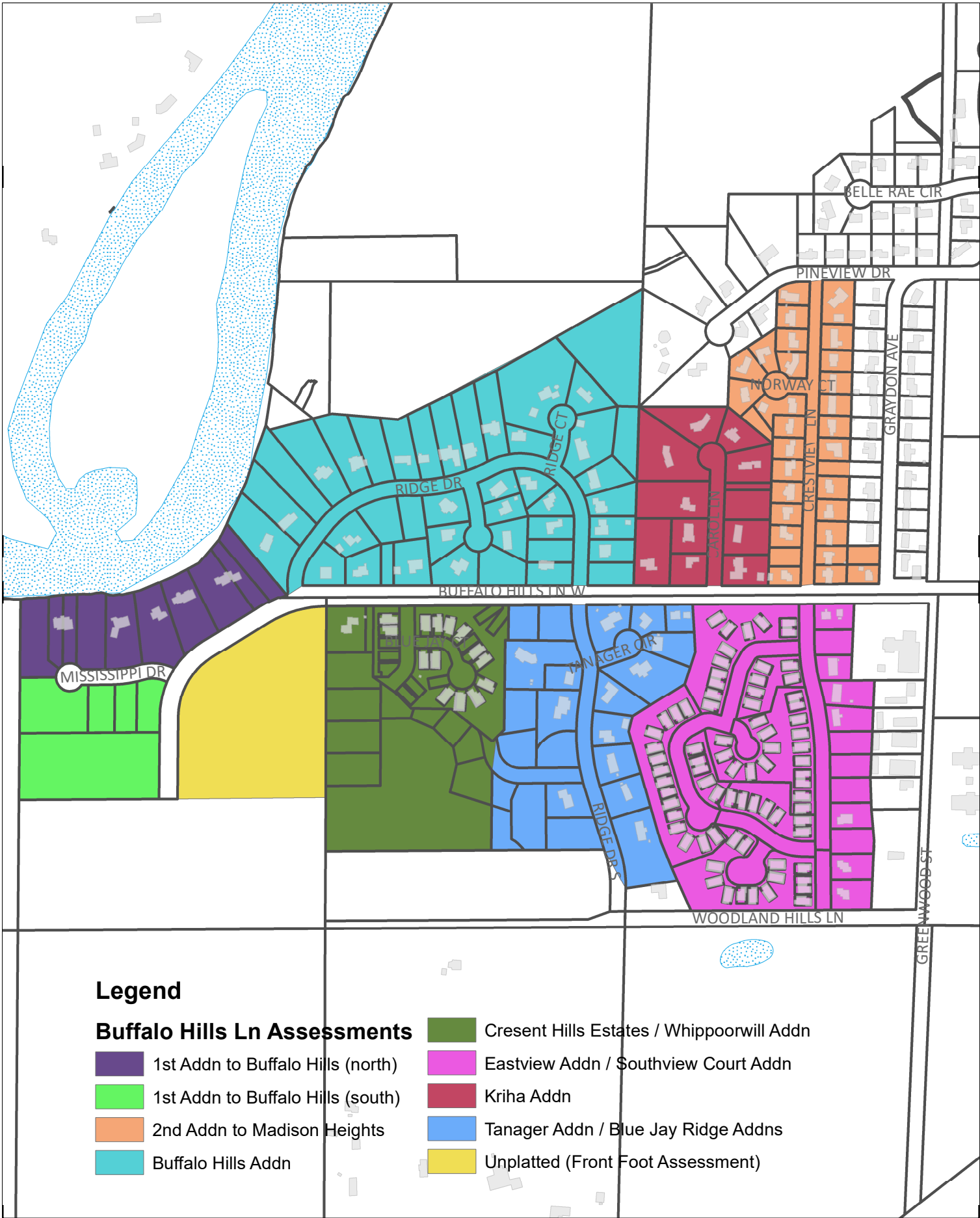
developer new construction per the assessment policy, and assessed at 100%. This assessment cost would equate to approximately \$3,150/parcel, with current project estimates.

However, through conversations at a staff level and with the City Attorney, we have come to the consensus that since the road has been opened for public use (even though it has never been constructed to a city standard), there is argument to be made that this project could be treated like a reconstruction of an existing City street, and thus assessed at 50% of the assessable costs. This would result in a per lot assessment, using the methodology decided upon at the September 4, 2018 meeting, of approximately \$1,400, based upon current project estimates.

Through more discussion at a staff level, there was also consideration that staff felt should be of some value, and that is to give relief to parcels that may have two points to outlet and may not necessarily have to use Buffalo Hills Lane to enter or exit the subject parcel. Staff considered giving a 50% relief to these properties contained in the plats of Second Addition to Madison Heights (orange), Eastview Addition/Southview Court Addition (pink), and Tanager Addition/Blue Jay Ridge Additions (blue). This relief due to a second point of exit would result in a per lot assessment of approximately \$700, based upon current project estimates.

City policy only allows for assessments for a standard 7-ton road design. Because this is a Municipal State Aid Street, it requires 9-ton construction (extra gravel and asphalt), and thus is approximately a 55% city cost and 45% assessed cost project. With the relief given to the parcels with multiple points of ingress/egress as listed above, it results in a total of about a 67% city cost and 33% assessed cost for the project, or approximately \$600,000 City cost and \$300,000 assessed cost. Much of the assessments costs for recent project end up around 20%-30%, so staff feels that this assessed percentage is in line with all previous projects in which assessments were levied. It is important to note that because this is a Municipal State Aid Street, State Aid funds will be used for the construction of this street.

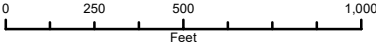
Staff would like to have some consideration made to the proposal in this memo by the committee and council. Upon further deliberation and a decision, this will be presented at the public meeting on January 8, 2018 at 6:00 pm. Staff has also included a map and the assessment policy for the committee and councils review.



Legend

Buffalo Hills Ln Assessments

- 1st Addn to Buffalo Hills (north)
- 1st Addn to Buffalo Hills (south)
- 2nd Addn to Madison Heights
- Buffalo Hills Addn
- Crescent Hills Estates / Whippoorwill Addn
- Eastview Addn / Southview Court Addn
- Kriha Addn
- Tanager Addn / Blue Jay Ridge Addns
- Unplatted (Front Foot Assessment)



City of Brainerd, Minnesota

Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority “to levy and collect assessments for local improvements upon property benefitted hereby”. The legislature designates that authority to cities in Minnesota Statutes Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup its cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

Pursuant to Petition – Properties Abutting the City but outside City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

Pursuant to Council Action – Properties not Abutting the City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

In prior years, the City Council authorized the construction of utility improvements outside its corporate boundaries and not abutting the city. To pay for such costs, the council established a Water Connection Charge (WCC) and Sewer Connection Charge (SCC). This charge, as initially set by council resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system. This charge is enacted if the property owner elects to divide the property in which assessments were imposed and deferred. If a lot is split and the owner elects to connect to sewer and water, the WCC and SCC are charged to the property owner, with the balance of the deferred assessment remaining on the other parcel created from the split.

The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Transportation Network Company Licensing and Regulation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering/Police
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 15 Minutes
Summary of Issue: Attached is a memo summarizing ordinances that other cities have adopted relating to Transportation Network Companies (TNCs), some examples of what Minneapolis, Rochester, and Mankato have implemented, and draft legislation that was moving through the legislature last session.	
Alternatives, Options, Effects on Others/Comments: As these types of services become more present, it may be prudent for the City to adopt ordinances and licensing requirements for these types of services. Staff is looking for direction on whether to proceed with draft language relating to licensing and regulating TNCs.	
Recommended Action/Motion: Direction on whether to proceed with draft ordinance language relating to licensure and regulation of Transportation Network Companies.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer Sandy

DATE: December 11, 2018

SUBJECT: Transportation Network Companies

At the December 3, 2018 City Council meeting, staff was directed to perform some research on licensing of Transportation Network Companies (TNC's) (most notable Uber and Lyft) and bring information back at this committee and council meeting. This memo serves as a synopsis of the research that was performed and what some other cities are doing to ensure these companies are licensed to do business within their respective city limits.

Staff has attached 3 separate examples of ordinances from Minneapolis, Rochester, and Mankato, in which all three have adopted ordinances related to TNCs. The ordinances are relatively similar, so staff will provide a short explanation of what is licensed and ask for direction at the end of this memo.

Transportation Network Company Definition

TNCs provide a service of prearranged transportation offered or provided for compensation using an internet-enabled application or digital platform to connect potential passengers with transportation network drivers. The term transportation network service does not include a ridesharing arrangement as that term is defined in Minnesota Statute Chapter 169.11 subd. 65. The difference between rideshare and TNCs is simply, with ridesharing, compensation is neither accepted, collected, encouraged, promoted, or requested and for which the primary purpose of the driver cannot be profit or revenue based. Simply put, ridesharing is carpooling, vanpooling, or bus pooling.

Transportation Network Company Licensing Ordinances and Requirements

As stated above, the three ordinance examples attached are very similar. All three start with a definition section.

The first section of each ordinance is the license required section. Basically, this section specifies that no person shall engage in a TNC service without a license. It also specifies that no vehicle shall be used as a TNC vehicle in the city except by an endorsed driver with a TNC license and that the vehicle shall be in compliance with the ordinance at all times. The

ordinances also have a provision that a TNC vehicle operated by a by a driver affiliated with a TNC not licensed by the specified city may discharge passengers whose trip was generated outside the city limits.

License Fee and Term

The TNC cities that were evaluated have a couple of different fee schedules for licensure and are listed below:

Minneapolis:

Transportation Network Company:	\$35,000
Transportation Network Company Wheelchair Surcharge:	\$10,000
Transportation Network Company Vehicle Inspection (if performed by City)	\$135.00

Rochester

Transportation Network Company License Fee:	\$1,500
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Mankato

Transportation Network Company License Fee:	\$1,500
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Insurance Requirements

It is important to note that all the cities note that the licensee must provide proof of insurance per Minnesota Statute 65B.472 and all other applicable insurance statutes. This would need to be flushed out more in the ordinance itself.

All the licenses that were studies are effective for 1 year and is non-transferable. There are multiple different applications, and staff would need to review them to find the most suitable form for the City, if an ordinance such as this is implemented.

The three model ordinances have vehicle ownership and standards that have to be complied with, including:

- Recommended manufacturer seating of seven people or less;
- Has at least four-doors and meets Federal Motor Vehicle Safety Standards
- Is a sedan, light-duty vehicle, minivan, sport utility vehicle, pick-up truck, hatchback, or convertible.

Both the driver and TNC may be cited if the vehicle does not meet specified requirements.

Inspection Procedures

- The inspection be done at a facility approved by the licensing official.
- Maintain complete documentation of such inspections and be available upon request.
- To pass inspection, the vehicle must at least be rust and damage free and pass an inspection of vehicle components outlines by the licensing official and identified on the TNC vehicle inspection sheet. Some cities have a fee schedule if the inspection is done by the agency (i.e. Minneapolis)

Distinctive Trade Dress

- Distinctive signage or emblem while the driver is active on the TNC dispatch system and must be readable at certain distances and able to be seen in darkness.

The ordinances presented also prohibit commercial advertisements unless it is installed by the original equipment manufacturer, unless it is a component unit of the approved trade dress.

Driver Requirements

- Valid Minnesota Driver's License
- Minimum of 18 years of age
- Ability to read, write, and speak English
- Be clean in dress and person
- Various requirements relating to felony, gross misdemeanor, or other non-driving related offenses.
- The models also cover driving record standards that vary dependent upon the City.
- At least one year's experience as a licensed driver
- Demonstrated geography and knowledge of the City street system
- Demonstrate knowledge of the ordinance
- Shall not have a physical or mental disability that would prevent the TNC driver from safely operating a TNC vehicle and performing the normal duties of an endorsed TNC driver
- Not had a taxicab or commercial driver's license suspended, revoked, or non-renewed by a city or state within five years
- Criminal background history checks pursuant Minnesota Statute.
- On year after original endorsement of a driver, the licensee verifies that the driver is still eligible to be a TNC driver by verifying the driver meets all the requirements of the section.
- The ordinances also get into liabilities of the TNC as it relates to eligibility of the drivers to operate a TNC vehicle.

Models also get into the need for the TNC licensee to have an intoxicating substance policy and a driver identification card with certain credentials present.

Operating Regulations

- Not operating a TNC vehicle while under the influence of alcoholic beverages or controlled substances, other than medication prescribed by a physician, provided the medication does not warn the user to not operate machinery while taking the medication.
- To not operate a TNC vehicle in any area where the operation of such vehicle is prohibited by law.
- To not operate a TNC vehicle without a valid driver's license.
- To not transport more than six passengers at one time, or to exceed the designed capacity of the vehicle.

Prohibited areas for Discharge of Passengers

- Designated taxicab stands
- No stopping or standing zones

- Bus stops
- In the designated lane of traffic
- Other restricted areas as outlined by state law

Prohibitions and other Requirements

- No person may possess an open alcoholic container while operating or being transported by a TNC vehicle except in the original package with the seal unbroken.
- No TNC licensee or driver shall solicit potential passengers. TNC vehicles may only be used to provide TNC services requested via an internet-based transportation application system.
- No TNC driver shall accept or respond to passengers' or potential passengers' requests for service via traditional street hail, including hand gestures and verbal statements.
- No TNC vehicle shall be unlawfully parked on any public way for a time longer than reasonably necessary to accept passengers to a pre-arranged ride.
- The internet-based application or platform used by a licensee to connect drivers and passengers shall display for a passenger the unique identification card for the TNC driver and a picture or description of the TNC vehicle the driver is approved to use including make, model, and license plate number of the vehicle.
- The licensee should clearly disclose on the on-line application or digital platform the licensee is a TNC.
- Licensees shall provide TNC drivers proof of insurance documents required before the driver begins driving and for as long as the driver remains available to provide service.
- Licensees have a duty to respond to requests for service and shall be responsible for actions of employees, TNC drivers, or other persons that report to or act as agents to the licensee for any failure to respond to a request for service from an orderly passenger.
- A TNC driver shall at all times carry in the TNC vehicle proof of the insurance policies as outlined in the ordinance and by state law.
- The licensee must certify that all TNC approved vehicles have been successfully inspected prior to operation on the digital network and at least annually thereafter.
- TNC drivers may not provide false information or refuse to obey or comply with any lawful order by a police officer, traffic control officer, or use profane language or otherwise interfere with such officials while in performance with their duties, take a circuitous route to a destination, or any route other than the most direct route without the express consent of the passenger. drop a passenger at location other than the location requested unless prohibited by law or refuse to convey an orderly passenger after accepting dispatch to convey that passenger.
- No TNC licensee shall disable, eliminate or otherwise prevent access to the TNC mobile application by the licensee designee.
- No TNC licensee shall notify TNC drivers that a potential customer is or may be a law enforcement officer or designated authority, or in any way otherwise interfere with or obstruct enforcement of the ordinance.
- Smoking of tobacco is prohibited in TNC vehicles.
- No person operating a TNC vehicle shall allow a greater number of passengers to occupy or be transported in the vehicle than the number of legal seated/belted positions within the vehicle.

Service Charges and Fare Rates

- Compensation for service may be charged based on distance travelled and/or time elapsed during service, or a prearranged fare presented and agreed to by the driver.
- If rates are by distance travelled or time elapsed, the fare must be present on the TNC application or website. If the rates vary, the TNC application must require passengers to positively acknowledge on the application device to summon the TNC driver that they agree to the rate structure being charged or trip requested.
- The TNC shall submit to the passenger an electronic receipt by email or text message upon completion of a pre-arranged ride and must include point of origin and destination of the ride, total distance and duration of the ride, total fare paid and any additional charges, and the drivers first name and a means to submit a customer service complaint or inquiry to the TNC.

Records and Reports

- Licensee shall keep accurate books and records of account of the operations for a minimum of three years and be available upon request.
- Records pursuant above or any other section may be submitted electronically if the records are time stamped or authenticated in such a manner as they are not susceptible to manipulation after the request is issued or accompanied by a certification from the designated records custodian in the form of an affidavit attesting the documents have not been altered subsequent to the request.

Audit Procedures

- The licensee designee has the right to visually inspect a sample of records that the TNC is required to maintain. The sample will be chosen randomly. The audit will take place at a mutually agreed location. The record furnished may exclude information that would tend to identify specific drivers or riders.
- In response to a complaint against the TNC or TNC Driver, the authority is authorized to inspect records held by the TNC that are necessary to investigate the complaint.
- Any records inspected are designated as confidential and are not subject to disclosure by a third party except as where may be required by law. Any request for information or TNC records under the Minnesota Government Data Practices Act, the agency must notify the TNC prior to the release and give the TNC an opportunity to seek protection of the records in accordance with law.

Violations and Penalties

- The licensing party may seek all applicable penalties such as fines, license conditions, suspension, denial, or revocation in addition to restitution or other equitable relief against any licensee that violates the ordinance. Each day the violation exists is a separate offense.
- Any TNC license that is revoked or denied under the ordinance would be ineligible to receive another license for a certain period of time.
- Violations may result in a penalty issued in the form of a strike.
- A certain number of violations within a certain time frame could be heard by the council and subject to licensing actions.

Conclusion

As you can see, there will be a lot of work put forth into preparing an ordinance related to Transportation Network Companies. Staff anticipates this information should give council information to direct staff whether to proceed or not with the ordinance and licensing requirements. Staff will also be looking for any feedback from the committee and council related to any of the information provided that could be included in the ordinance.

It is also important to note that there was a draft bill moving through the legislature in the 2018 session proposed by Lyft. It would have created loose regulatory structure for TNCs that would replace ordinances and requirements already set by several municipalities. Among its provisions, the regulations cover state agency licensure and annual fee setting, fare and payment standards, minimum driver qualifications, standards for obtaining and providing rides inspection of vehicles used in the service, mandated TNC policies on intoxicating substances and nondiscrimination, data practices and records retention, and local pre-emption. The League of Minnesota Cities actively opposed the legislation. The bill that did not become law can be seen attached to this request.

Subd. 1. Definitions. The following terms, as used in this section, shall have the following meanings:

- A. "Active on the TNC Dispatch System" means, but is not limited to: when the Transportation Network Company Driver is logged onto the Transportation Network Company (TNC) application dispatch system showing that the Transportation Network Company Driver is available to pick up Passengers; when a Passenger is in the vehicle; or when the Transportation Network Company Driver has accepted a ride request and is en route to provide transportation services to a Passenger.
- B. The term "Compensation" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered. This includes, but is not limited to voluntary donations, fee-sharing between a taxicab or Transportation Network Company and a Transportation Network Company Driver, and Passenger, advertisement of a taxicab service company or Transportation Network Company services.
- C. The term "Digital Network" means any online-enabled application, website, or system offered or used by a Transportation Network Company that enables a Prearranged Ride with a Transportation Network Company Driver.
- D. "Licensee or Transportation Network Licensee" means the holder of, or a person that is required to hold, a TNC License issued pursuant to this chapter.
- E. "Operation of a Transportation Network Vehicle or Operating a Transportation Network Vehicle" means offering, making available, or using a Transportation Network Vehicle to provide a Transportation Network Service, including any time when a Transportation Network Company Driver is logged onto the TNC's internet-enabled application or digital platform showing that the Transportation Network Company Driver is available to pick up passengers; when a Passenger is in the vehicle; when the TNC's records show that the vehicle is en route; or when the Transportation Network Company Driver has accepted a Prearranged Ride and is in route to provide a Transportation Network Service to a Passenger.
- F. The term "Passenger" means an individual being transported for compensation in a Personal Vehicle.
- G. The term "Personal Vehicle" means a vehicle that is used by a Transportation Network Company Driver and is:
 - 1. Owned, leased, or otherwise authorized for use by the driver; and
 - 2. Not a taxicab, limousine, or similar for-hire vehicle.
- H. "Prearranged Ride" means transportation provided by a Transportation Network Company Driver to a Transportation Network Company Rider, beginning at the time a Driver accepts a ride requested by a Rider through a Digital Network controlled by a

Transportation Network Company and ending at the time the last requesting Rider departs from the Driver's Personal Vehicle. The term does not include:

1. A shared expense carpool or vanpool arrangement or service; or
 2. Transportation provided using a taxicab, limousine, or similar for-hire vehicle.
- I. The term "Rideshare" means the traveling of two (2) or more persons by any mode of private passenger vehicle, including, but not limited to, carpooling, vanpooling, or bus pooling to any location incidental to another purpose of the driver for which compensation is neither accepted, collected, encouraged, promoted, or requested, and for which the primary purpose of the driver cannot be profit or revenue based.
- J. "Solicit," for purposes of this chapter, means an appeal by words or gestures for immediate patronage of a Transportation Network Vehicle by a Transportation Network Driver upon the public way attempting to direct people to a Transportation Network Vehicle that is parked, stopped, standing or moving upon the public way.
- K. The term "Strike" refers to a penalty issued for failing to comply with licensing requirements, city ordinance or state statute.
- L. "TNC" means a Transportation Network Company.
- M. "TNC License" means a license issued to a Transportation Network Company pursuant to this chapter.
- N. "Transportation Network Company" means a corporation, partnership, sole proprietorship, or other entity operating in this state that uses a Digital Network to connect a Transportation Network Company Rider to a Transportation Network Company Driver for a Prearranged Ride. A Transportation Network Company shall not be deemed to control, direct or manage the Personal Vehicles or Transportation Network Company Drivers that connect to its Digital Network, except where agreed to by written contract. The term does not include an entity arranging nonemergency medical transportation under a contract with the state or a managed care organization for individuals qualifying for Medicaid or Medicare.
- O. "Transportation Network Company Driver" means a for-hire driver affiliated with and accepting trips requested through the internet-based transportation application system of a licensed Transportation Network Company, while operating a personal, TNC endorsed vehicle. A TNC endorsed driver is someone who has been screened and approved by a Licensee, and who:
1. Receives connections to potential Transportation Network Company Riders and related services from a Transportation Network Company in exchange for payment of a fee to the company; and
 2. Uses a Personal Vehicle to offer or provide a Prearranged Ride to a Transportation Network Company Rider on connection with the rider through a Digital Network controlled by the Transportation Network Company in exchange for compensation

or payment of a fee.

- P. "Transportation Network Company Representative" means the person that a Transportation Network Company has authorized to:
1. File applications, with the Licensing designee on behalf of the TNC;
 2. Receive and accept all correspondence and notices from the city pertaining to the TNC; and
 3. Forward any correspondence, notices and/or legal process received by the TNC and intended for a TNC endorsed driver of the TNC.
- Q. "Transportation Network Company Rider" means a Passenger who uses a Transportation Network Company's Digital Network to connect with a Transportation Network Company Driver who provides a Prearranged Ride to the individual in the driver's Personal Vehicle between points chosen by the individual.
- R. "Transportation Network Service" means a Prearranged Ride offered or provided for compensation using an internet-enabled application or digital platform to connect potential Passengers with Transportation Network Drivers. The term Transportation Network Service does not include a ridesharing arrangement as that term is defined in Minn. Stat. §169.011 subd. 65.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 2. License Required.

- A. No person shall operate a Transportation Network Company in the city without a TNC License issued pursuant to this chapter.
- B. No vehicle shall be used as a Transportation Network Vehicle in the city except by an approved Transportation Network Company Driver affiliated with a Transportation Network Company that holds a TNC License pursuant to this chapter. Said vehicle shall at all times be in compliance with this chapter when it is being used by a driver active on the TNC network.
- C. A Personal Vehicle operated by a Transportation Network Company Driver affiliated with a TNC not licensed by the City may come into the City to discharge passengers whose trip originated outside of the City.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 3. License Fee and Term.

- A. The annual fee for the issuance or renewal of a TNC license shall be established by resolution of the City Council. The license fee shall be paid as a precondition to issuance or renewal of the license.
- B. Except for the initial license period, a TNC License shall be issued or renewed for a one-year license term which will expire on December 31 of each year.

C. A TNC License is non-transferable.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 4. License Application.

- A. Application for the issuance or renewal of a TNC License shall be made in writing to the Licensing designee on a form provided by the Licensing designee and signed and sworn to by the applicant or, if the applicant is a corporation, limited liability company, or partnership, by its authorized agent. Each application, in addition to any other information that the Licensing designee may reasonably require in connection with issuance or renewal of a license, shall contain at a minimum the information required by this section.
- B. If the license applicant is an individual, the following information must be provided:
 - 1. The individual's full name, social security number, residence address, business address, business e-mail address and business telephone number; and,
 - 2. Proof that the applicant is at least eighteen (18) years of age.
- C. If the license applicant is a corporation, the following information must be provided:
 - 1. The corporate name, business address and telephone number of the applicant;
 - 2. The date and state of incorporation;
 - 3. The full names, titles, date of birth, addresses, e-mail addresses and telephone numbers of its corporate officers, and of those stockholders who own twenty-five (25) percent or more of its voting shares, and of its authorized agent;
 - 4. Proof that all corporate officers are at least eighteen (18) years of age; and,
 - 5. Proof that the corporation is in good standing under the laws of the State of Minnesota.
- D. If the license applicant is a partnership or limited liability company, the following information must be provided:
 - 1. The name, business address or principal office address and telephone number of the applicant;
 - 2. The full names, date of birth, addresses, e-mail addresses and telephone numbers of the three (3) members who own the highest percentage interests in such partnership or limited liability company;
 - 3. The general partner of a partnership;
 - 4. The managing member of a limited liability company;
 - 5. The applicant's authorized agent;
 - 6. Any other member who owns a twenty-five (25) percent or more interest therein;
 - 7. The full name, address, e-mail address and telephone number of a person authorized to receive notices issued pursuant to this chapter; and,

8. Proof that all persons, partners, managers, managing members and members, as applicable, are at least eighteen (18) years of age.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 5. In order to qualify for a TNC License, whether upon initial application or upon application for renewal of a license, the applicant must be able to show the following:

- A. An applicant shall be in compliance with all applicable city, State, and federal laws;
- B. With respect to any corporate or limited liability company applicant, the company shall be organized, registered, or qualified to do business under the laws of the State of Minnesota;
- C. The applicant shall be the true beneficial owner of the TNC to be licensed. The full legal names and addresses of all corporate officers and persons holding a twenty-five (25) percent or greater beneficial interest in the business shall be provided on the application, along with a statement that no corporate officer has any felony convictions in the past five (5) years, nor any gross misdemeanor or misdemeanor convictions involving the use of force, possession or sale of a controlled substance, prostitution, or indecent conduct. The Licensing designee may grant an exception to this provision upon evidence that the offense is not related to the operation of a TNC;
- D. The applicant's ability to provide lawful, safe, suitable and comfortable service and the applicant's ability to engage qualified Transportation Network Company drivers and eligible vehicles;
- E. The applicant's ability to maintain mandated insurance for the payment of personal injury, death, property damage, and other claims associated with the operation of a TNC; and,
- F. The applicant's financial ability to pay all judgments and awards which may be rendered for any cause arising out of the operation of a transportation network provider business.

No applicant is eligible for a license if a TNC License held by the applicant, or by any officer or director of a corporate applicant or partner of a partnership applicant, has been revoked within the previous five (5) years, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant, within the five (5) years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony or its equivalent under federal or other jurisdictional law.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 6. TNC License, Investigation, and Issuance. Upon receipt of an application for the issuance or renewal of a TNC License, the designated authority may investigate the application for compliance with all applicable provisions of this chapter, including but not limited to, the applicant's compliance or ability to comply with the license qualification requirements specified in this chapter.

Subd. 7. TNC License; Insurance Required.

- A. Every Licensee and Transportation Network Company Driver shall comply with all applicable insurance requirements mandated by the State of Minnesota and city laws including an obligation to cover no-fault personal injury protection (PIP) where required by Minn. Stat. §65B.44 pursuant to the priority requirements of Minn. Stat. §65B.47. A Transportation Network Company and Transportation Network Company Driver, while logged into a Transportation Network Company's Digital Network, are deemed to be in the business of transportation persons for purposes of Minn. Stat. §65B.47, subd. 1, to the minimum required of a private passenger automobile in the State of Minnesota.
- B. A Transportation Network Company shall file with the Licensing designee documentation in the form of a certificate of insurance evidencing that the Transportation Network Company or the Transportation Network Company Driver has secured primary liability insurance coverage for each driver participating in the transportation network for incidents involving the Transportation Network Company Driver during a Prearranged Ride.
 - 1. A TNC and a TNC Driver shall comply with the requirements of Minn. Stat. ch. §65B.
 - 2. The responsibility is placed on a Transportation Network Company Driver to purchase insurance. The Transportation Network Company shall verify that the Transportation Network Company Driver has purchased an insurance policy under subdivision 7, A, and shall have a policy in place providing coverage beginning with the first dollar of claims in any instance where the Transportation Network Company Driver's policy required under this section has lapsed or otherwise ceased to exist.
 - 3. An insurance policy required by this section may be placed with an insurer duly licensed to provide insurance in the state under Minn. Stat. §60A.07 or with a surplus lines insurer authorized under Minn. Stat. §60A.07 or §60A.196.
 - 4. In a claims coverage investigation, a Transportation Network Company shall cooperate with a liability insurer that also insures the Transportation Network Company Driver's Personal Vehicle, including the provision of relevant dates and times during which an incident occurred that involved the Transportation Network Company Driver while the Driver was logged into a Transportation Network Company's digital network.
 - 5. Nothing in this section modifies or abrogates any otherwise applicable insurance requirements set forth in Minn. Stat. §65B.49.
 - 6. The existence of the insurance required by this section shall be disclosed on the Transportation Network Company's website, and no contractual hold harmless required in the company's terms of service shall be used to evade the insurance

requirements of this chapter.

7. No TNC License shall be issued unless the applicant first provides proof of the insurance policies required in this section. An applicant may redact confidential information regarding premium paid for such policies.
8. Any TNC driver shall provide to any authorized law enforcement officer or official city inspector, in addition to any applicable insurance, digital or physical proof of the insurance policies required by this section in the form of a certificate of insurance.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 8. Transportation Network Vehicles Ownership and Standards.

- A. No Licensee shall own, provide financing for the obtaining, leasing, or ownership of, or have a beneficial interest in Transportation Network Vehicles unless approved by the Licensing designee
- B. In addition to all other applicable legal requirements, it shall be unlawful for any person to operate or cause to be operated any Transportation Network Vehicle unless such vehicle:
 1. Has a manufacturer's rated seating capacity of seven (7) persons or less, including the Transportation Network Driver;
 2. Has at least four (4) doors and meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type and proposed use; and
 3. Is a sedan or light-duty vehicle, including a minivan, sport utility vehicle, pickup truck, hatchback or convertible.
- C. The Licensee and the TNC driver may be jointly cited if the Licensee permits the TNC driver to use a vehicle that does not meet the requirements for a Transportation Network Vehicle.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 9. Transportation Network Vehicle Inspections. A Transportation Network Company shall solicit feedback on vehicle quality after each trip. The TNC must implement a policy of evaluating and investigating negative feedback received about the condition of a vehicle.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 10. Transportation Network Vehicles Distinctive Trade Dress.

- A. Transportation Network Company vehicles shall display a consistent and distinctive signage or emblem at all times while the driver is active on the TNC's Digital Network. The signage or emblem must indicate the business name and/or logo and be visibly displayed on the front and rear windshields of the TNC approved vehicle.

Licensees shall file an illustration of their distinctive trade dress with the designee.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 11. Transportation Network Vehicles—Commercial Advertisements Prohibited. No commercial advertisements or lighting, not installed by the original equipment manufacturer, shall be displayed on the exterior of any transportation network vehicle unless it is a component of the approved trade dress.

(Ord. No. 17-0814-5, 8-14-2017)

Subd 12. Transportation Network Company Driver Requirements. No Licensee shall engage any person as a Transportation Network Driver unless the person:

- A. Possesses a valid driver's license;
- B. Is a citizen of the United States or an alien admitted for permanent residence, or who has otherwise obtained work authorization from the US Citizenship and Immigration Services;
- C. Is a minimum of eighteen (18) years old.
- D. Does not have a physical or mental disability that would prevent the TNC approved driver from safely operating a TNC approved vehicle and performing the normal duties of a TNC driver;
- E. Is not under sentence or has been discharged from sentence for a felony conviction within the previous five (5) years for the following offenses: Murder (Minn. Stat. §§609.185 to 609.195), manslaughter (§§609.20 to 609.205), criminal vehicular homicide and injury (§609.21), assault I—III (§§609.221 to 609.223), criminal sexual conduct (§§609.342 to 609.3451), indecent conduct (§617.23, subd. 2 or 3); or any violation of the controlled substance law (§ 152 et al.) which is punishable by a maximum sentence of fifteen (15) years or more; as allowed under Minn. Stat. §364.09.
- F. Is not under sentence or has been discharged from sentence for any felony conviction within the previous five (5) years, or under sentence or has been discharged from sentence for any non-traffic gross misdemeanor or non-traffic misdemeanor conviction within the previous three (3) years. The license inspector may grant, pursuant to Minn. Stat. §364.03, an exception to this clause upon evidence that either the offense is not related to the occupation of TNC driver, or upon evidence of rehabilitation.
- G. Shall have a driving record meeting the following standards:
 - 1. Not be under sentence or have been discharged from sentence within the previous five (5) years for any of the following offenses involving injury or death; not be under sentence or have been discharged from sentence within the previous three (3) years for any of the following offenses not involving injury or death:
 - (a) Leaving the scene of an accident under Minn. Stat. §609.21, or §169.09, or similar law of another state of Minnesota law as amended;
 - (b) Driving while impaired under Minn. Stat. §169A.20, subd. 1, or similar law of

another state of Minnesota law as amended;

- (c) Misdemeanor reckless or careless driving under Minn. Stat. §169.13, or similar law of another state; or
 - (d) Refusal to submit to a chemical test under Minn. Stat. §169A.20, subd. 2.
 - (e) No license revocation within the previous year, as defined by Minn. Stat. §169A.03, subd. 21.
 - (f) For initial TNC endorsement: No more than four (4) moving violations within the last three (3) years, and no more than two (2) moving violations in the last year.
- H. To maintain existing TNC endorsement: No more than four (4) moving violations within the last three (3) years and no more than two (2) moving violations in the last year. A moving violation means, for this subsection, a violation of a traffic regulation but does not include a parking violation, vehicle equipment violation, or warning citation.
 - 1. Has at least one (1) year's driving experience as a licensed driver, meeting the standards of this subsection. Such prior driving experience shall be verified by the TNC prior to endorsement as a TNC driver.
 - 2. Has a demonstrated knowledge of the provisions of this chapter relating to the conduct of TNC Endorsed Drivers.
 - 3. Has not had a taxicab or commercial driver's license suspended, revoked, or involuntarily non-renewed by a city or state within the five (5) years immediately preceding their application to be a driver.
- I. All Licensees shall perform a criminal history record check pursuant to the procedures outlined in Minn. Stat. §299C.67 on each Transportation Network Company Driver applicant before endorsing such applicant. All Licensees shall also obtain and review each Transportation Network Company Driver applicant's driving record in all states where the applicant driver has held a driver's license in the past five (5) years before endorsing such driver. At the time of application, all Transportation Network Company Drivers must also provide valid authorization for the Licensing designee to perform a criminal history check of the driver applicant. The authorization must be ongoing, and remain valid and in force at all times the driver is endorsed by the TNC.
- J. Not more than one (1) year after the initial date of endorsement of a driver, and annually thereafter, each Licensee shall verify that the driver is still eligible to be a Transportation Network Company Driver by verifying that the driver meets all of the requirements specified in this section, including the driving and criminal background check requirements, and shall keep records of such verification for a period of five (5) years and shall allow such records to be reviewed by law enforcement personnel or the designated authority upon request.
- K. If a Licensee knowingly allows an ineligible driver access to its Digital Network, or fails to

annually ascertain the eligibility of each driver such Licensee allows access, the Licensee shall be liable for the violation of this section and shall also be jointly responsible with the ineligible driver for any violation of this chapter by the ineligible driver.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 13. Transportation Network Company Driver; Intoxicating Substance Policy. All Licensees shall include on its website or mobile application a notice or information on the Licensee's zero-tolerance policy for intoxicating substances and the methods to report a Transportation Network Company Driver whom the rider reasonably suspects was under the influence of drugs or alcohol during the ride. The website and mobile application shall include means to report the zero-tolerance complaint to the TNC.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 14. Driver Identification Card. The Licensee shall issue an identification card to TNC Endorsed Drivers. Such identification card shall have the first name of the driver and a photograph attached to the identification card. Any Transportation Network Company Driver shall wear the identification card at all times while operating a Transportation Network Vehicle and are Active on the TNC Dispatch System, or this card may be electronically displayed to the passengers mobile device during a TNC ride.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 15. Operating Regulations.

- A. In addition to all other applicable requirements provided by law, it shall be unlawful for any person:
 - 1. To Operate a Transportation Network Vehicle while under the influence of alcoholic beverages or controlled substances, other than medication prescribed by a physician, provided that such prescribed medication does not warn that the user not operate machinery while taking the medication;
 - 2. To Operate, or cause to be operated, a Transportation Network Vehicle in any area where the operation of such vehicle is prohibited by an applicable law;
 - 3. To Operate a Transportation Network Vehicle within the city while not in possession of a valid driver's license; or
 - 4. To transport or cause to be transported more than six (6) Passengers on any given ride in a vehicle, or to exceed the designed capacity of the vehicle.
- B. No Transportation Network Driver shall pick up or discharge a Passenger at:
 - 1. Designated taxicab stands;
 - 2. No stopping or standing zones;
 - 3. Bus stops;
 - 4. In the designated lane of traffic; or

5. Other restricted areas as outlined in this chapter or state law.
- C. No person may possess an open beverage alcohol container while such person is operating or being transported by a Transportation Network Vehicle, nor may any person transport, carry, possess or have any beverage alcohol while being transported by a Transportation Network Vehicle, except in the original package with the seal unbroken.
 - D. No Licensee or Transportation Network Driver shall solicit potential passengers. Transportation Network Vehicles may only be used to provide Transportation Network Services requested via an internet-based transportation application system.
 - E. No Transportation Network Driver shall accept or respond to passengers' or potential passengers' requests for service via traditional street hail, including hand gestures and verbal statements.
 - F. No Transportation Network Vehicle shall be unlawfully parked on any public way for a time longer than is reasonably necessary to accept Passengers in answer to a Prearranged Ride and no Passenger shall be accepted except as provided in subdivision 4.
 - G. The internet-enabled application or digital platform used by a Licensee to connect drivers and passengers shall display for a Passenger:
 1. The Identification card of the Transportation Network Driver; and
 2. A picture or description of the Transportation Network Vehicle the driver is approved to use, including the make, model, and license plate number of the vehicle.
 - H. Licensees shall clearly disclose, on the Licensee's on-line enabled application or digital platform and website, that the Licensee is a Transportation Network Company. Additionally, the disclosure shall state that each Licensee is required to maintain insurance policies as specified in Subdivision 7.
 - I. Licensees shall provide proof of insurance documents required in Subdivision 7 to each Transportation Network Driver before the driver begins providing service and for as long as the driver remains available to provide service.
 - J. Licensees shall have an affirmative duty to respond to requests for service and shall be responsible for the actions of any of its employees, Transportation Network Drivers, or other person that reports to, or acts as an agent of, the Licensee, for any failure to respond to a request for service from an orderly Passenger.
 - K. A Transportation Network Driver shall at all times carry in the TNC vehicle proof of the insurance policies required in Subdivision 7.
 - L. Any terms or conditions in the agreement between the Licensee and the Passenger that would act as a waiver of the Licensee's liability to the Passenger, or to the public, are declared to be contrary to public policy, null, void and unenforceable.
 - M. Certificate of Inspection. The Licensee must certify that all TNC approved vehicles have been inspected for safety prior to operation on the Digital Network and at least annually

thereafter. Proof of inspection must be carried and provided by the TNC approved driver upon request.

N. TNC drivers may not:

1. Provide false information to or refuse to obey or to comply with any lawful order or direction of the Licensing designee or any police officer, or traffic-control officer, nor shall any Licensee use profane language or otherwise interfere with such officials while in the performance of their duties;
2. Take a circuitous route to a destination, or any route other than the most direct route, without the express consent of the Passenger;
3. Drop a Passenger at a location other than the location requested unless prohibited by law; or
4. Refuse to convey an orderly Passenger after accepting dispatch to convey that Passenger.

O. No TNC Licensee shall disable, eliminate or otherwise prevent access to the TNC mobile application by the Licensing designee for purposes of enforcing this chapter.

P. No TNC Licensee shall notify TNC drivers that a potential customer is or may be a law enforcement official or designated authority, or in any way otherwise interfere with or obstruct enforcement of this chapter.

Q. Smoking. In accordance with the Minnesota Clean Indoor Air Act (MSS 144.414 sub. 1), as it may be amended from time to time, smoking of tobacco products is prohibited inside a TNC drivers vehicle.

R. Occupants Allowed in Vehicle. No person operating a TNC vehicle shall allow a greater number of passengers to occupy or be transported in the vehicle than the number of legal seated/belted positions within said vehicle.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 16. Services Charges and Fare Rates.

- A. Compensation for service may be charged based on distance travelled and/or time elapsed during service, or a prearranged fare presented and agreed to by the Passenger.
- B. If the rates are based on distance travelled and/or time elapsed during service, the rates must be posted by the TNC in the application or website. If the rates vary from the posted rate, the TNC application must require that the Passenger positively acknowledge on the application device used to summon the TNC driver that they agree to the rate structure being charged for the trip requested.
- C. Upon completion of a Prearranged Ride, a TNC shall transmit to the Passenger an electronic receipt, either by electronic mail or via text message. The message shall document:

1. The point of origin and destination of the ride;
2. The total distance and duration of the ride, if the fare is based on distance travelled and/or time elapsed during the ride;
3. The total fare paid including the base fare and any additional charges; and,
4. The driver's first name and a means to submit a customer service complaint or inquiry to the TNC.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 17. Records and Reports.

- A. Every Licensee shall keep accurate books and records of account of the Licensee's operations for a minimum of three (3) years. Such records shall be submitted for inspection upon the request of the Licensing designee.
- B. Records requested by the Licensing designee pursuant to this or any other section within this chapter may be submitted electronically so long as:
 1. The records are submitted in an electronic format approved by the Licensing designee;
 2. The records are either:
 - (a) Time-stamped or otherwise authenticated in such a manner that they are not susceptible to manipulation occurring after the records request is issued; or
 - (b) Accompanied by a certification from the Licensee's designated records custodian in the form of an affidavit attesting that the documents have not been altered subsequent to the request; and,
 - (c) The records are transmitted to the Licensing designee within seventy-two (72) hours of the time of the request.
- C. Audit procedures and confidentiality of records.
 1. For the sole purpose of verifying that a TNC is in compliance with the requirements of this chapter and no more than annually, the Licensing designee shall have the right to visually inspect a sample of records that the TNC is required to maintain. The sample shall be chosen randomly by the Licensing designee in a manner agreeable to both parties. The audit shall take place at a mutually agreed location. Any record furnished to the Licensing designee may exclude information that would tend to identify specific drivers or riders.
 2. In response to a specific complaint against any TNC Driver or TNC, the Licensing designee is authorized to inspect records held by the TNC that are necessary to investigate and resolve the complaint. The TNC and agency shall endeavor to have

the inspection take place at a mutually agreed location. Any record furnished to the Licensing designee may exclude information that would tend to identify specific drivers or riders, unless the identity of a driver or rider is relevant to the complaint.

3. Any records inspected by the Licensing designee under this chapter are designated as confidential, and are not subject to disclosure to a third party by the Licensing designee except as may be required by applicable law. If the Licensing designee receives a request for TNC records under the Minnesota Government Data Practices Act, the Licensing designee must notify the TNC of the request prior to release to give the TNC an opportunity to seek protection of such records in accordance with applicable law. Nothing in this section shall be construed as limiting the applicability of any exemptions under the Minnesota Government Data Practices Act.

- D. The Licensee must provide upon the request of the Licensing designee, Director of Public Safety, or their designees, factual information regarding the Licensee's drivers and vehicles so as to determine whether or not a particular TNC driver was Active on the TNC Dispatch System application, en route to a passenger location, or engaged with a Passenger at a specific time and date. Such information shall be provided within twenty-four (24) hours of the request unless otherwise required by the Licensing designee.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 18. Violations and Penalties.

- A. The Licensing designee may seek all applicable penalties, including but not limited to fines, license conditions, license suspension, denial, and license revocation in addition to restitution or other equitable relief against any Licensee that violates this chapter or any rules or regulations adopted pursuant to this chapter. Each day that any violation shall continue may be deemed a separate and distinct offense. In determining whether to multiply violations for each day they continue, the Council may consider the ongoing duration of the violation after the Licensee could reasonably have been expected to be aware of the violation.
- B. Before any condition, suspension, revocation, or fine is imposed, or equitable relief is ordered, the Licensee shall be notified of the specific charges against them and of their right to a hearing before the Public Safety Advisory Committee pursuant to Chapter 19, Administrative Hearings Procedures.
- C. Any person whose TNC license is revoked or denied under this chapter shall be ineligible to receive another TNC license for a period of five (5) years following revocation or denial.

(Ord. No. 17-0814-5, 8-14-2017)

Subd. 19. Sanctions; Suspension or Revocation.

- A. Violations of these provisions may result in a penalty being issued in the form of a strike,

as defined in Subdivision 1. Strikes may be appealed following the City's Administrative Hearing Procedure.

- B. Strikes issued for failing to comply with any applicable statute, regulation, or provision of this ordinance relating to TNC's shall be outlined in a "Penalty/Strike Matrix" adopted by resolution of the Council. The city reserves the right to deviate from the matrix at any time based on the seriousness of the offense. Civil penalties may be imposed as adopted by resolution of the Council. Conviction of a violation in a court of law is not required in order for the imposition of a civil penalty.
- C. Subsequent violations. Three (3) or more violations or strikes issued at one time or within a twelve (12) month time period will be heard by the City Council and be subject to licensing actions including suspension, revocation or other sanction as deemed appropriate by City Council. Action taken by the City Council can be appealed to a hearing officer per the Administrative Hearing Procedure.

(Ord. No. 17-0814-5, 8-14-2017)

343.10. - Definitions.

Whenever used in this chapter the following words shall mean:

Active on the TNC dispatch system includes but is not limited to: when the driver is logged onto the transportation network company (TNC) application dispatch system showing that the driver is available to pick up passengers; when a passenger is in the vehicle; or when the driver has accepted a ride request and is en route to provide transportation services to a passenger.

Compensation: Remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered. This includes, but is not limited to voluntary donations, fee-sharing between a taxicab or transportation network company and an affiliated driver, and passenger, advertisement of a taxicab service company or transportation network company services.

License: A transportation network company license.

Licensing official: The official designated to supervise the licensing and consumer services functions provided by this Code pursuant to section 259.10.

Licensee or transportation network licensee: The holder of, or a person that is required to hold, a transportation network company license issued pursuant to this chapter.

Operation of a transportation network vehicle or operating a transportation network vehicle: Offering, making available, or using a transportation network vehicle to provide a transportation network service, including any time when a driver is logged onto the transportation network provider's internet-enabled application or digital platform showing that the driver is available to pick up passengers; when a passenger is in the vehicle; when the provider's records show that the vehicle is en route; or when the driver has accepted a ride request and is in route to provide a transportation network service to a passenger.

Passenger: An individual being transported for compensation in an authorized TNC vehicle.

Place of business in the City of Minneapolis: A location within twelve (12) miles of Minneapolis City Hall where (1) the city may send, and the licensee shall accept, notices of hearing or other notices from the city; and (2) a place where records required by this chapter may be viewed and copied.

Prearranged ride: means a period of time that begins when a TNC driver accepts a requested ride through a digital network, continues while the driver transports the rider in a personal vehicle, and ends when the rider departs from the vehicle.

Transportation network driver: An individual affiliated with a transportation network company, authorized to transport passengers for compensation using an authorized transportation network company vehicle.

Prearranged transportation service: A transportation service that is offered and accepted through a licensee's internet-enabled application or digital platform before the transportation commences.

Rideshare: The traveling of two (2) or more persons by any mode of private passenger vehicle, including, but not limited to, carpooling, vanpooling, or bus pooling to any location incidental to another purpose of the driver for which compensation is neither accepted, collected, encouraged, promoted, or requested, and for which the primary purpose of the driver cannot be profit or revenue based.

TNC: Transportation network company.

Trade dress: The unique visual element associated with a transportation network company that is attached to a vehicle affiliated with a TNC so the public and passengers can identify the vehicle as being associated with that particular TNC. Trade dresses are mandatory and must be approved by the licensing official.

Transportation network company (TNC): A person or entities affiliated with TNC drivers that provide transportation application services via one (1) unique transportation application system to connect TNC endorsed drivers with passengers for the transport of passengers for compensation and meeting the licensing requirements of section 343.20 and any other requirements under this chapter.

Transportation network company (TNC) endorsed driver: A for-hire driver affiliated with and accepting trips requested through a licensed transportation network company, while operating a personal vehicle he or she owns with a TNC vehicle endorsement. A TNC endorsed driver is someone who has been screened and approved by a licensed TNC and meets the requirements of this chapter.

Transportation network company (TNC) representative: The person or persons that a transportation network company has authorized to:

- (1) File applications, rates and charges on behalf of the TNC;
- (2) Receive and accept all correspondence and notices from the city pertaining to the TNC, or to affiliated drivers operating within the TNC; and
- (3) Forward any correspondence, notices and/or legal process received by the TNC and intended for an affiliated driver operating within the TNC.

Transportation network company (TNC) endorsed vehicle: A privately owned vehicle endorsed by the affiliated TNC and authorized to provide for hire services within their network. A TNC endorsed vehicle has been inspected, and approved by a licensed TNC company representative, and meets the requirements of this chapter.

Transportation network company (TNC) vehicle endorsement: means an endorsement for a personal vehicle that allows a TNC endorsed driver to use the endorsed vehicle to affiliate with a transportation network company to provide for hire transportation to passengers via a transportation application system. The endorsement demonstrates that the vehicle has met the minimum operating requirements as set forth in this chapter.

Transportation network service: A prearranged transportation service offered or provided for compensation using an internet-enabled application or digital platform to connect potential passengers with transportation network drivers. The term transportation network service does not include a ridesharing arrangement as that term is defined in Minnesota Statute Chapter 169.011 subd.65.

Wheelchair accessible transportation network vehicle: A transportation network vehicle that a person in a wheelchair may enter and exit independently or with assistance while seated in a wheelchair. A wheelchair accessible transportation network vehicle shall safely secure and restrain the wheelchair, and shall comply with all applicable standards provided by law for wheelchair accessible vehicles. (2014-Or-037, § 1, 7-18-14)

343.20. - Transportation network company license required.

(a) No person shall engage in a transportation network service in the city without a transportation network company license issued pursuant to this chapter.

- (b) No vehicle shall be used as a transportation network vehicle in the city except by an endorsed driver affiliated with a transportation network company licensed pursuant to this chapter. Said vehicle shall at all times be in compliance with this chapter when it is being used by a driver active on the TNC network.

- (c) A transportation network vehicle operated by a driver affiliated with a TNC not licensed by the City of Minneapolis may the city to discharge passengers whose trip originated outside of the city. (2014-Or-037, § 1, 7-18-14)

343.30. - Transportation network company license fee and license term.

- (a) The annual fee for the issuance or renewal of a transportation network company license shall be as is listed in the license fee schedule. The license fee shall be paid as a precondition to issuance or renewal of the license.
- (b) Except for the initial license period, a transportation network provider license shall be issued or renewed for a one (1) year license term starting on February 1st of each year.
- (c) A transportation network company license is non-transferable. (2014-Or-037, § 1, 7-18-14)

343.40. - Transportation network company license application.

Application for the issuance or renewal of a transportation network company license shall be made in writing to the licensing official on a form provided by the licensing official and signed and sworn to by the applicant or, if the applicant is a corporation, limited liability company, or partnership, by its authorized agent. Each application, in addition to any other information that the licensing official may reasonably require in connection with issuance or renewal of a license, shall contain at a minimum:

- (1) If the license applicant is an individual:
 - a. The individual's full name, social security number, residence address, business address, business e-mail address and business telephone number; and
 - b. Proof that the applicant is at least eighteen (18) years of age.
- (2) If the license applicant is a corporation:
 - a. The corporate name, business address and telephone number of the applicant;
 - b. The date and state of incorporation;
 - c. The full names, titles, date of birth, residence addresses, e-mail addresses and residence telephone numbers of its corporate officers, and of those stockholders who own twenty-five (25) percent or more of its voting shares, and of its authorized agent;
 - d. Proof that all corporate officers are at least eighteen (18) years of age; and
 - e. Proof that the corporation is in good standing under the laws of the State of Minnesota.
- (3) If the license applicant is a partnership or limited liability company:
 - a. The name, business address or principal office address and telephone number of the applicant;
 - b. The full names, date of birth, residence addresses, e-mail addresses and residence telephone numbers of the three (3) members who own the highest percentage interests in such partnership or limited liability company;
 - c. The general partner of a partnership;
 - d. The managing member of a limited liability company;
 - e. The applicant's authorized agent;
 - f. Any other member who owns a twenty-five (25) percent or more interest therein;
 - g. The full name, address, e-mail address and telephone number of a person authorized to receive notices issued pursuant to this chapter; and
 - h. Proof that all persons, partners, managers, managing members and members, as applicable, are at least eighteen (18) years of age. (2014-Or-037, § 1, 7-18-14)

343.50. - Transportation network provider license, qualifications for license.

(a) In order to qualify for a transportation network company license, whether upon initial application or upon application for renewal of a license:

- (1) An applicant shall be in compliance with all applicable city, State of Minnesota and federal laws;
 - (2) An applicant shall have a place of business within twelve (12) miles of Minneapolis City Hall where records required by this chapter may be viewed and copied;
 - (3) With respect to any corporate or limited liability company applicant, the company shall be organized, registered, or qualified to do business under the laws of the State of Minnesota;
 - (4) The applicant(s) shall be the true beneficial owner(s) of the TNC business to be licensed. The full legal names and addresses of all persons holding a twenty-five (25) percent or greater beneficial interest in the business shall be provided on the application, and shall have no felony convictions in the past five (5) years, nor any gross misdemeanor or misdemeanor convictions involving the use of force, possession or sale of a controlled substance, prostitution, or indecent conduct. The licensing official may grant an exception to this provision upon evidence that the offense is not related to the operation of a TNC;
 - (5) The applicant's ability to provide lawful, safe, suitable and comfortable service and the applicant's ability to engage qualified transportation network company drivers and eligible transportation network company vehicles;
 - (6) The applicant's ability to maintain mandated insurance for the payment of personal injury, death, property damage, and other claims associated with the operation of a TNC; and
 - (7) The applicant's financial ability to pay all judgments and awards which may be rendered for any cause arising out of the operation of a transportation network provider business.
- (b) No applicant is eligible for a license if any transportation network provider license held by the applicant, or by any officer or director of a corporate applicant or partner of a partnership applicant, has been revoked within the previous five (5) years, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant, within the five (5) years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony or its equivalent under federal or other jurisdictional law. (2014-Or-037, § 1, 7-18-14)

343.60. - Transportation network provider license, investigation and issuance.

Upon receipt of an application for the issuance or renewal of a transportation network company license, the licensing official and the police chief may investigate the application for compliance with all applicable provisions of this Code, including but not limited to, the applicant's compliance or ability to comply with the license qualification requirements specified in this Code. (2014-Or-037, § 1, 7-18-14)

343.70. - Transportation network company license, insurance required.

(a) Every licensee and transportation network driver shall comply with all applicable insurance requirements mandated by federal, State of Minnesota, and city laws, including an obligation to cover no-fault personal injury protection (PIP) to the minimum required of a private passenger automobile in the state of Minnesota.

- (b) A transportation network company shall file with the licensing official documentation evidencing that the transportation network company or the driver has secured primary liability insurance coverage for the driver for incidents involving the driver during a prearranged ride. Coverage for incidents involving a driver during a prearranged ride must be in the amount of at least one million dollars (\$1,000,000) per occurrence. The insurance policy must provide coverage at all times the driver is engaged in a prearranged ride.

(c) For the period of time when a driver is logged into a transportation network company's digital network but is not engaged in a prearranged ride, the following insurance requirements apply:

- (1) A transportation network company or a driver shall maintain a primary automobile insurance policy that recognizes that the driver is a transportation network company driver and covers the driver's provision of transportation network company services while the driver is logged into the transportation network company's digital network;
- (2) Meets at least the minimum coverage of at least fifty thousand dollars (\$50,000.00) to any one (1) person in any one (1) accident, one hundred thousand dollars (\$100,000.00) to all persons in any one (1) accident, and for property damage arising out of the use of the motor vehicle to a limit, exclusive of interest and costs, of thirty thousand dollars (\$30,000.00) in any one (1) accident; and, is one (1) of the following:
 - a. Full-time coverage equal to the coverage required by section 341.510 of this Code, or
 - b. An insurance rider to, or endorsement of, the driver's personal automobile insurance policy that contains coverage equal to or greater than those specified in section 343.70(c)(2) of this Code, or
 - c. A commercial liability insurance policy purchased by the transportation network company that provides primary coverage for the period of time in which a driver is logged into the digital network.
 - d. If a transportation network company purchases an insurance policy under subsection (c) it shall provide documentation to the licensing official evidencing that the transportation network company has secured the policy. If the responsibility is placed on a driver to purchase insurance under this subsection (a), the transportation network company shall verify that the driver has purchased an insurance policy under this subsection (a).
 - e. An insurance policy required by this section may be placed with an insurer duly licensed to provide insurance in the State of Minnesota under Minnesota Statute 60A.07 or with a surplus lines insurer authorized under Minnesota Statute 60A.07 or 60A.196.
 - f. Nothing in this section requires a personal automobile insurance policy to provide coverage for the period of time in which a driver is logged into a transportation network company's digital network.
 - g. If more than one (1) insurance policy provides valid and collectible coverage for a loss arising out of an occurrence involving a motor vehicle operated by a driver, the responsibility for the claim must be divided on a pro rata basis among all of the applicable policies. This equal division of responsibility may only be modified by the written agreement of all of the insurers of the applicable policies and the owners of those policies.
 - h. In a claims coverage investigation, a transportation network company shall cooperate with a liability insurer that also insures the driver's transportation network company vehicle, including the provision of relevant dates and times during which an incident occurred that involved the driver while the driver was logged into a transportation network company's digital network.
 - i. Nothing in this section modifies or abrogates any otherwise applicable insurance requirements set forth in Minnesota Statute 65B.49.
 - j. The existence of the insurance required by this section shall be disclosed on the transportation network company's website, and no contractual hold harmless required in the company's terms of service shall be used to evade the insurance requirements of this ordinance.
 - k. No transportation network provider license shall be issued unless the applicant first provides certified copies of the insurance policies required in this section to the license official.
 - l. Any TNC driver shall provide to any authorized law enforcement officer or official city inspector, in addition to any applicable insurance, proof of the insurance policies required by this section.
 - m. Any TNC driver shall provide to any authorized law enforcement officer or official city inspector, in

addition to any applicable insurance, proof of the insurance policies required by this section.

- n. The requirements of this subsection 343.70(c) become effective on January 15, 2015. (2014-Or-037, § 1, 7-18-14)

343.80. - Transportation network vehicles ownership and standards.

(a) No licensee shall own, provide financing for the obtaining, leasing, or ownership of, or have a beneficial interest in transportation network vehicles unless approved by the licensing official.

(b) In addition to all other applicable legal requirements, it shall be unlawful for any person to operate or cause to be operated any transportation network vehicle unless such vehicle:

- (1) Has a manufacturer's rated seating capacity of seven (7) persons or less, including the transportation network driver;
- (2) Has at least four (4) doors and meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type and proposed use;
- (3) Is a sedan, or light-duty vehicle, including a minivan, sport utility vehicle, pickup truck, hatchback or convertible; and
- (4) At the time of annual inspection, is not more than ten (10) model years of age from the current model year (as measured from June 30 of the calendar year following the model year), or has an odometer reading of less than one hundred fifty thousand (150,000) miles.
- (5) The licensee and the TNC driver may be jointly cited if the licensee permits the TNC driver to use a vehicle that does not meet the requirements for a transportation network vehicle. (2014-Or-037, § 1, 7-18-14)

343.90. - Transportation network vehicle inspections.

(a) Prior to using any transportation network vehicle, and annually thereafter, a licensee or a transportation network driver shall have the vehicle inspected at a facility approved by the licensing official, and maintain complete documentation of such inspections in the vehicle at all times, and a written copy of such documentation shall be provided to the licensing official upon request. To pass such inspection, a transportation network vehicle shall, at a minimum, be rust-free and damage-free, and shall pass an inspection of vehicle components outlined by the licensing official and identified on the official TNC vehicle inspection sheet. The cost of the vehicle inspection, if such inspection is conducted by a government operated facility, will be those fees listed in the license fee schedule.

(b) The licensee and the TNC driver shall be jointly and severally liable for any violation of this section if the licensee knowingly permits the TNC driver to use a vehicle in violation of this section. (2014-Or-037, § 1, 7-18-14)

343.100. - Transportation network vehicles, distinctive trade dress.

A transportation network company vehicle shall display, as approved by the licensing official, a consistent and distinctive signage or emblem at all times while the driver is active on the TNC dispatch system. The distinctive signage or emblem shall be sufficiently large and color contrasted:

- (1) As to be readable during daylight hours at a distance of at least fifty (50) feet; and
- (2) Reflective, illuminated or otherwise patently visible so as to be seen in darkness, and to identify that a particular vehicle is associated with a particular licensee.

Acceptable forms of distinctive signage include, but are not limited to, symbols or signs on vehicle doors, roofs, or grilles. Magnetic or other removable distinctive signage is acceptable. Licensees shall file an illustration of their distinctive trade dress with the license official. (2014-Or-037, § 1, 7-18-14)

343.110. - Transportation network vehicles, commercial advertisements prohibited.

No commercial advertisements, or lighting not installed by the original equipment manufacturer, shall be displayed on the exterior of any transportation network vehicle unless it is a component of the approved trade dress. (2014-Or-037, § 1, 7-18-14)

343.120. - Transportation network company driver requirements.

(a) No licensee shall engage any person as a transportation network driver unless the person:

- (1) Possess a valid Minnesota or Wisconsin driver's license.
- (2) Be a minimum of eighteen (18) years old.
- (3) Have a demonstrated ability to read, write and speak the English language.
- (4) Be clean in dress and person.
- (5) Shall have no felony convictions in the last five (5) years; shall have no non-traffic gross misdemeanor or misdemeanor convictions in the last three (3) years involving the use or threat of use of force, possession or sale of a controlled substance, prostitution, or indecent conduct. The licensing official may grant an exception to the above provisions upon evidence that the offense is not related to the occupation of a TNC driver.
- (6) Shall have a driving record meeting the following standards:
 - a. No convictions in the last five (5) years for any of the following offenses involving injury or death; no convictions in the last three (3) years for any of the following offenses not involving injury or death:
 1. Hit and run; driving under the influence of an alcoholic beverage or drug; reckless or careless driving.
 - b. For original endorsement: No more than three (3) moving violations within the last three (3) years, and no more than two (2) moving violations in the last year.
 - c. For annual endorsement renewal: No more than four (4) moving violations within the last three (3) years and no more than two (2) moving violations in the last year.
- (7) Every new TNC driver applicant shall have at least one (1) year's driving experience as a licensed driver, meeting the standards of this subsection. Such prior driving experience shall be verified by the TNC prior to endorsement as a TNC driver.
- (8) Have a demonstrated knowledge of the geography and street system of the City of Minneapolis and surrounding areas, as well as the location of major attractions within those areas.
- (9) Have a demonstrated knowledge of the provisions of this chapter relating to the conduct of TNC endorsed drivers.
- (10) Shall not have a physical or mental disability that would prevent the TNC driver from safely operating a TNC vehicle and performing the normal duties of an endorsed TNC driver.
- (11) For any driver seeking original TNC endorsement shall have successfully completed the TNC driver training course approved by the licensing official.
- (12) Has not had a taxicab or commercial driver's license suspended, revoked or non-renewed by a city or state within the five (5) years immediately preceding their application to be a driver.
- (13) All licensees shall perform a criminal history record check pursuant to the procedures outlined in Minnesota Statute Chapter 299C.67 on each transportation network driver applicant before endorsing such applicant. All licensees shall also obtain and review each transportation network driver applicant's driving record in all states where the applicant driver has held a driver's license in the past five (5) years, before endorsing such driver.
- (14) One (1) year after the initial date of endorsement a driver, and annually thereafter, each licensee shall verify

that the driver is still eligible to be a transportation network company driver by verifying that the driver meets all of the requirements specified in this section, including the driving and criminal background check requirements, and shall keep records of such verification for a period of three (3) years and shall allow such records to be reviewed by law enforcement personnel and the licensing official upon request.

- (15) If a licensee knowingly allows an ineligible driver access to its digital platform or network, or fails to annually ascertain the eligibility of each driver such licensee allows access, the licensee shall be liable for the violation of this section and shall also be jointly responsible with the ineligible driver for any violation of this chapter by the ineligible driver. (2014-Or-037, § 1, 7-18-14)

343.130. - Transportation network driver, intoxicating substance policy.

All licensees shall include on its website, mobile application and riders' receipts, a notice or information on the licensee's zero-tolerance policy for intoxicating substances and the methods to report a transportation network company driver whom the rider reasonably suspects was under the influence of drugs or alcohol during the ride. The website and mobile application shall include a phone number or mobile application call function and email address to report the zero-tolerance complaint. (2014-Or-037, § 1, 7-18-14)

343.140. - Driver identification card.

The licensee shall issue an identification card to drivers that such licensee engages. Such identification card shall have the first name of the driver and a photograph attached to the identification card. Any transportation network driver shall wear the identification card at all times while operating a transportation network vehicle and are active on the TNC dispatch system, or this card may be electronically displayed to the passengers mobile device during a TNC ride. (2014-Or-037, § 1, 7-18-14)

343.150. - Operating regulations.

(a) In addition to all other applicable requirements provided by law, it shall be unlawful for any person:

- (1) Who is under the age of eighteen (18) years to operate a transportation network vehicle;
 - (2) To operate a transportation network vehicle while under the influence of alcoholic beverages or controlled substances, other than medication prescribed by a physician, provided that such prescribed medication does not warn that the user not operate machinery while taking the medication;
 - (3) To operate, or cause to be operated, a transportation network vehicle in any area where the operation of such vehicle is prohibited by an applicable law;
 - (4) To operate a transportation network vehicle within the city while not in possession of a valid driver's license issued by the State of Minnesota or Wisconsin;
 - (5) To operate, or cause to be operated, a transportation network vehicle that does not meet the requirements of sections 343.80 and 343.90 of this chapter; or
 - (6) To transport or cause to be transported more than six (6) passengers on any given ride in a vehicle, or to exceed the designed capacity of the vehicle.
- (b) No transportation network company driver shall pick up or discharge a passenger on:
- (1) Designated taxicab stands, no stopping or standing zones, or other restricted areas as outlined in Chapter 478 of this Code.
- (c) No person may possess an open beverage alcohol container while such person is operating or being transported by a transportation network company vehicle, nor may any person transport, carry, possess or have any beverage alcohol while being transported by a transportation network company vehicle, except in the original package with the seal unbroken.

- (d) No licensee or transportation network company driver shall solicit potential passengers. Transportation network company vehicles may only be used to provide prearranged transportation service. For purposes of this subsection, the term "solicit" means an appeal by words or gestures for immediate patronage of a transportation network vehicle by a licensee or a transportation network driver upon the public way attempting to direct people to a transportation network vehicle that is stopped, standing or moving upon the public way.
- (e) No transportation network company driver shall accept or respond to passengers' or potential passengers' requests for service via traditional street hail, including hand gestures and verbal statements.
- (f) No transportation network company vehicle shall be unlawfully parked on any public way for a time longer than is reasonably necessary to accept passengers in answer to a prearranged transportation service and no passenger shall be accepted except as provided in subsection (d) of this section.
- (g) The internet-enabled application or digital platform used by a licensee to connect drivers and passengers shall display for a passenger:
 - (1) The identification card of the transportation network driver;
 - (2) A picture of the transportation network vehicle the driver is approved to use, including the license plate number of the vehicle; and
 - (3) The city's 311 service center number the passenger may use to report complaints. In addition, any licensee shall make any information displayed in the licensee's internet-enabled application or digital platform also available on such licensee's website.
- (h) Any licensee shall clearly disclose, on the licensee's on-line enabled application or digital platform and website, that the licensee is a transportation network provider. Additionally, the disclosure shall state that each licensee is required to maintain insurance policies as specified in section 343.70 of this chapter.
- (i) Any licensee shall provide proof of insurance documents required in section 343.70 to each transportation network driver before the driver begins providing service and for as long as the driver remains available to provide service.
- (j) Any licensee shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible transportation network vehicle. If a licensee cannot provide a wheelchair-accessible transportation network vehicle, it shall direct the request to a licensed provider of such service. A license fee surcharge may be charged to all TNC's that do not provide wheelchair accessible transportation services. This license fee surcharge will be indicated on the license fee schedule.
- (k) Any licensee shall have an affirmative duty to respond to requests for service and shall be responsible for the actions of any of its employees, transportation network drivers, or other person that reports to, or acts as an agent of, the licensee, for any failure to respond to a request for service from an orderly passenger.
- (l) Any transportation network driver shall all times carry in the TNC vehicle proof of the insurance policies required in section 343.70.
- (m) Any terms or conditions in the agreement between the licensee and any customer, that would act as a waiver of the licensee's liability to the customer, or to the public, are declared to be contrary to public policy, null, void and unenforceable.
- (n) TNC drivers shall not:
 - (1) Provide false information to or refuse to obey or to comply with any lawful order or direction of the licensing official or any police officer, or traffic-control officer, nor shall any licensee use profane language or otherwise interfere with such officials while in the performance of their duties;
 - (2) Take a circuitous route to a destination, or any route other than the most direct route, without the express consent of the passenger;
 - (3) Drop a passenger at a location other than the location requested unless prohibited by law;
 - (4) Refuse to convey an orderly passenger;

- (o) No TNC licensee shall disable, eliminate or otherwise prevent access to the TNC mobile application by the licensing official or designees of the licensing official for purposes of enforcing this chapter; and
- (p) No TNC licensee shall notify TNC drivers that a potential customer is or may be a licensing official or designee, or in any way otherwise interfere with or obstruct enforcement of this Code by the licensing official. (2014-Or-037, § 1, 7-18-14)

343.160. - Service charges and fare rates.

Compensation for service may be charged based on distance travelled and/or time elapsed during service, or a flat prearranged fare. If the rates vary from the normally posted rate on the website and in the application, the TNC application must require that the passenger positively acknowledge on the application device used to summons the TNC driver that they agree to the rate structure being charged for the trip requested. Upon completion of a prearranged ride, a TNC shall transmit to the rider an electronic receipt, either by electronic mail or via text message. The message shall document the point of origin and destination of the ride, the total distance and duration of the ride, the total fare paid including the base fare and any additional charges, and the driver's first name and a customer service telephone number and email address. (2014-Or-037, § 1, 7-18-14)

343.170. - Records and reports.

(a) Every licensee shall keep accurate books and records of account of the licensee's operations at the licensee's place of business in the city for a minimum of three (3) years. Such records shall be submitted for inspection upon the request of the licensing official.

- (b) Each licensee shall provide the following data to licensing official, at such times and in a format and manner prescribed by the licensing official:
 - (1) The number and percentage of the licensee's customers within the city who requested wheelchair accessible vehicles, and how often the licensee referred such customers to another service provider;
 - (2) The number of rides requested and accepted by the licensee's drivers within each zip code within the city; and the number of rides that were requested but not accepted by the licensee within each zip code; Data provided pursuant to this subsection shall be deemed to be not public data to the extent permissible under the Minnesota Government Data Practices Act or other applicable law;
 - (3) Information on any of the licensee's drivers who were alleged to have committed a violation of this chapter or their terms of service or who have been suspended or banned from driving for the licensee, including any zero-tolerance complaints and the outcome of the investigation into those complaints;
 - (4) The average and mean number of hours and miles each of the TNC endorsed drivers spent driving for the licensee;
 - (5) The licensee must provide upon the request of the licensing official, police chief, or their designees, factual information regarding the licensee's drivers and vehicles so as to determine whether or not a particular TNC driver was active on the TNC dispatch system application, in route to a passenger location, or engaged with a passenger at a specific time and date. Such information shall be provided within eight (8) hours of the request unless otherwise required by the licensing official; and
 - (6) Evidence that the TNC has complied with the background check requirements for all endorsed TNC drivers.
- (2014-Or-037, § 1, 7-18-14)

343.180. - License suspension or revocation.

(a) The licensing official may seek all applicable penalties, including but not limited to fines, license conditions, license suspension, denial, and license revocation in addition to restitution or other equitable relief against any licensee that violates this chapter or any rules or regulations adopted pursuant to this chapter. Before any condition, suspension, revocation, or fine is imposed, or

equitable relief is ordered, the licensee shall be notified of the specific charges against them and of their right to a hearing.

- (b) Any person whose transportation network company license is revoked or denied under this chapter shall be ineligible to receive another transportation network company license under the same or a different name for a period of five (5) years following revocation or denial.
- (c) In addition to the powers authorized in this section, the city council may suspend, revoke or non-renew a TNC license in accordance with other applicable sections of the Minneapolis Code of Ordinances, Minnesota Statutes, or Federal laws and rules. (2014-Or-037, § 1, 7-18-14)

343.190. - Violations and penalties.

- (a) Any licensee who violates this chapter or any rule or regulation promulgated hereunder shall be subject to an administrative penalty as listed in the administrative fine schedule. Each day that any violation shall continue shall be deemed a separate and distinct offense.
- (b) Any person other than a licensee who violates this chapter or any rule or regulation promulgated hereunder shall be subject to an administrative penalty as listed in the administrative fine schedule. Each day that any violation shall continue shall be deemed a separate and distinct offense. (2014-Or-037, § 1, 7-18-14)

343.200. - Enforcement, rules and regulations.

- (a) Upon request, a driver shall display to law enforcement personnel or the licensing official, or other person authorized to enforce this chapter, a physical or electronic record of a ride in progress sufficient to establish that it was a prearranged transportation service. To the extent that trip records are contained on electronic devices, drivers are not required to relinquish custody of the devices in order to make the required display.
- (b) If a passenger files a complaint against a licensee or driver with the city, in addition to all other powers and remedies provided under this Code, the licensing official or authorized staff shall have the right to inspect the licensee's records as necessary to investigate and resolve the complaint to the same extent the licensing official and law enforcement personnel are permitted to inspect all other public passenger vehicles.
- (c) The licensing official is authorized to enforce this chapter, and to adopt rules and regulations for the proper administration and enforcement of this chapter.
- (d) Any fees imposed pursuant to rules authorized by this chapter shall be reasonably related to the city's cost of administration and enforcement, and shall be effective upon approval of the license fee schedule. (2014-Or-037, § 1, 7-18-14)

343.210. - Effective date.

This chapter, except where otherwise specified, shall become effective on August 22, 2014. (2014-Or-037, § 1, 7-18-14)

CHAPTER 95B. TRANSPORTATION NETWORK COMPANIES

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95B.01. Definitions. Subdivision 1. As used in this chapter, the following terms shall have the meaning ascribed to them:

- A. "Active on the TNC Dispatch System" means, but is not limited to: when the Transportation Network Company Driver is logged onto the Transportation Network Company (TNC) application dispatch system showing that the Transportation Network Company Driver is available to pick up Passengers; when a Passenger is in the vehicle; or when the Transportation Network Company Driver has accepted a ride request and is en route to provide transportation services to a Passenger.
- B. "Compensation" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered. This includes, but is not limited to voluntary donations, fee-sharing between a taxicab or Transportation Network Company and a Transportation Network Company Driver, and Passenger, advertisement of a taxicab service company or Transportation Network Company services.
- C. "Digital Network" means any online-enabled application, website, or system offered or used by a Transportation Network Company that enables a Prearranged Ride with a Transportation Network Company Driver.
- D. "Licensing Official" means the City Clerk.
- E. "Licensee or Transportation Network Licensee" means the holder of, or a person that is required to hold, a TNC License issued pursuant to this chapter.
- F. "Operation of a Transportation Network Vehicle or Operating a Transportation Network Vehicle" means offering, making available, or using a Transportation Network Vehicle to provide a Transportation Network Service, including any time when a Transportation Network Company Driver is logged onto the TNC's internet-enabled application or digital platform showing that the Transportation Network Company Driver is available to

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pick up passengers; when a Passenger is in the vehicle; when the TNC's records show that the vehicle is en route; or when the Transportation Network Company Driver has accepted a Prearranged Ride and is in route to provide a Transportation Network Service to a Passenger.

- G. "Passenger" means an individual being transported for compensation in a Personal Vehicle.
- H. "Personal Vehicle" means a vehicle that is used by a Transportation Network Company Driver and is:
 - (1) Owned, leased, or otherwise authorized for use by the driver; and
 - (2) Not a taxicab, limousine, or similar for-hire vehicle.
- I. "Prearranged Ride" means transportation provided by a Transportation Network Company Driver to a Transportation Network Company Rider, beginning at the time a Driver accepts a ride requested by a Rider through a Digital Network controlled by a Transportation Network Company and ending at the time the last requesting Rider departs from the Driver's Personal Vehicle. The term does not include:
 - 1. A shared expense carpool or vanpool arrangement or service; or
 - 2. Transportation provided using a taxicab, limousine, or similar for-hire vehicle.
- J. "Rideshare" means the traveling of two or more persons by any mode of private passenger vehicle, including, but not limited to, carpooling, vanpooling, or bus pooling to any location incidental to another purpose of the driver for which compensation is neither accepted, collected, encouraged, promoted, or requested, and for which the primary purpose of the driver cannot be profit or revenue based.

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- K. “Solicit,” for purposes of this chapter, means an appeal by words or gestures for immediate patronage of a Transportation Network Vehicle by a Transportation Network Driver upon the public way attempting to direct people to a Transportation Network Vehicle that is parked, stopped, standing or moving upon the public way.
- L. “TNC” means a Transportation Network Company.
- M. “TNC License” means a license issued to a Transportation Network Company pursuant to this chapter.
- N. “Transportation Network Company” means a corporation, partnership, sole proprietorship, or other entity operating in this state that uses a Digital Network to connect a Transportation Network Company Rider to a Transportation Network Company Driver for a Prearranged Ride. A Transportation Network Company shall not be deemed to control, direct or manage the Personal Vehicles or Transportation Network Company Drivers that connect to its Digital Network, except where agreed to by written contract. The term does not include an entity arranging nonemergency medical transportation under a contract with the state or a managed care organization for individuals qualifying for Medicaid or Medicare.
- O. “Transportation Network Company Driver” means a for-hire driver affiliated with and accepting trips requested through the internet-based transportation application system of a licensed Transportation Network Company, while operating a personal, TNC endorsed vehicle. A TNC endorsed driver is someone who has been screened and approved by a Licensee, and who:
 - 1. Receives connections to potential Transportation Network Company Riders and related services from a Transportation Network Company in exchange for payment of a fee to the company; and
 - 2. Uses a Personal Vehicle to offer or provide a Prearranged Ride to a Transportation Network Company Rider on connection with the rider through a Digital Network controlled by the Transportation Network Company in exchange for compensation or payment of a fee.

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- P. “Transportation Network Company Representative” means the person that a Transportation Network Company has authorized to:
- (1) File applications, with the Licensing Official on behalf of the TNC;
 - (2) Receive and accept all correspondence and notices from the city pertaining to the TNC; and (3) forward any correspondence, notices and/or legal process received by the TNC and intended for a TNC endorsed driver of the TNC.
- Q. “Transportation Network Company Rider” means a Passenger who uses a Transportation Network Company’s Digital Network to connect with a Transportation Network Company Driver who provides a Prearranged Ride to the individual in the driver’s Personal Vehicle between points chosen by the individual.
- R. “Transportation Network Company Vehicle” means a vehicle that is used by a Transportation Network Company Driver and is:
1. Owned, leased, or otherwise authorized for use by the Transportation Network Company Driver; and
 2. Not a taxicab, limousine, or for hire vehicle while the vehicle is operating as a Transportation Network Company Vehicle.
- S. “Transportation Network Service” means a Prearranged Ride offered or provided for compensation using an internet-enabled application or digital platform to connect potential Passengers with Transportation Network Drivers. The term Transportation Network Service does not include a ridesharing arrangement as that term is defined in Minn. Stat. §169.011 subd. 65.

(4301, 5/15/17)

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95B.02. TNC License Required. Subdivision 1. No person shall operate a Transportation Network Company in the city without a TNC License issued pursuant to this chapter.

Subd. 2. No vehicle shall be used as a Transportation Network Vehicle in the city except by an approved Transportation Network Company Driver affiliated with a Transportation Network Company that holds a TNC License pursuant to this chapter. Said vehicle shall at all times be in compliance with this chapter when it is being used by a driver active on the TNC network.

Subd. 3. A Personal Vehicle operated by a Transportation Network Company Driver affiliated with a TNC not licensed by the city may come into the City to discharge passengers whose trip originated outside of the city.

95B.03. TNC License Fee and License Term. Subdivision 1. The annual fee for the issuance or renewal of a TNC license shall be as is listed in the license fee schedule. The license fee shall be paid as a precondition to issuance or renewal of the license.

Subd. 2. Except for the initial license period, a TNC License shall be issued or renewed for a one-year license term starting on January 1 of each year.

Subd. 3. A TNC License is non-transferable.

95B.04. TNC License Application. Subdivision 1. Application for the issuance or renewal of a TNC License shall be made in writing to the Licensing Official on a form provided by the Licensing Official and signed and sworn to by the applicant or, if the applicant is a corporation, limited liability company, or partnership, by its authorized agent. Each application, in addition to any other information that the Licensing Official may reasonably require in connection with issuance or renewal of a license, shall contain at a minimum the information required by this section.

Subd. 2. If the license applicant is an individual, the following information must be provided:

- A. The individual's full name, social security number, residence address, business address, business e-mail address and business telephone number; and,
- B. Proof that the applicant is at least 18 years of age.

Subd. 3. If the license applicant is a corporation, the following information must be provided:

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- A. The corporate name, business address and telephone number of the applicant;
- B. The date and state of incorporation;
- C. The full names, titles, date of birth, addresses, e-mail addresses and telephone numbers of its corporate officers, and of those stockholders who own 25 percent or more of its voting shares, and of its authorized agent;
- D. Proof that all corporate officers are at least 18 years of age; and,
- E. Proof that the corporation is in good standing under the laws of the State of Minnesota.

Subd. 4. If the license applicant is a partnership or limited liability company, the following information must be provided:

- A. The name, business address or principal office address and telephone number of the applicant;
- B. The full names, date of birth, addresses, e-mail addresses and telephone numbers of the three members who own the highest percentage interests in such partnership or limited liability company;
- C. The general partner of a partnership;
- D. The managing member of a limited liability company;
- E. The applicant's authorized agent;
- F. Any other member who owns a 25 percent or more interest therein;
- G. The full name, address, e-mail address and telephone number of a person authorized to receive notices issued pursuant to this chapter; and,
- H. Proof that all persons, partners, managers, managing members and members, as applicable, are at least 18 years of age.

95B.05. TNC License – Qualifications for License. Subdivision 1. In order to qualify for a TNC License, whether upon initial application or upon application for renewal of a license, the applicant must be able to show the following:

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- A. An applicant shall be in compliance with all applicable city, State, and federal laws;
- B. With respect to any corporate or limited liability company applicant, the company shall be organized, registered, or qualified to do business under the laws of the State of Minnesota;
- C. The applicant shall be the true beneficial owner of the TNC to be licensed. The full legal names and addresses of all corporate officers and persons holding a 25 percent or greater beneficial interest in the business shall be provided on the application, along with a statement that no corporate officer has any felony convictions in the past five years, nor any gross misdemeanor or misdemeanor convictions involving the use of force, possession or sale of a controlled substance, prostitution, or indecent conduct. The Licensing Official may grant an exception to this provision upon evidence that the offense is not related to the operation of a TNC;
- D. The applicant's ability to provide lawful, safe, suitable and comfortable service and the applicant's ability to engage qualified Transportation Network Company drivers and eligible Transportation Network Company vehicles;
- E. The applicant's ability to maintain mandated insurance for the payment of personal injury, death, property damage, and other claims associated with the operation of a TNC; and,
- F. The applicant's financial ability to pay all judgments and awards which may be rendered for any cause arising out of the operation of a transportation network provider business.

Subd. 2. No applicant is eligible for a license if a TNC License held by the applicant, or by any officer or director of a corporate applicant or partner of a partnership applicant, has been revoked within the previous five years, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant, within the five years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony or its equivalent under federal or other jurisdictional law.

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95B.06. TNC License, Investigation, and Issuance. Upon receipt of an application for the issuance or renewal of a TNC License, the Licensing Official and the police chief may investigate the application for compliance with all applicable provisions of this chapter, including but not limited to, the applicant's compliance or ability to comply with the license qualification requirements specified in this chapter.

95B.07. TNC License; Insurance Required. Subdivision 1. Every Licensee and Transportation Network Company Driver shall comply with all applicable insurance requirements mandated by the State of Minnesota and city laws including an obligation to cover no-fault personal injury protection (PIP) where required by Minn. Stat. §65B.44 pursuant to the priority requirements of Minn. Stat. §65B.47. A Transportation Network Company and Transportation Network Company Driver, while logged into a Transportation Network Company's Digital Network, are deemed to be in the business of transportation persons for purposes of Minn. Stat. §65B.47, subd. 1, to the minimum required of a private passenger automobile in the State of Minnesota.

Subd. 2. A Transportation Network Company shall file with the Licensing Official documentation in the form of a certificate of insurance evidencing that the Transportation Network Company or the Transportation Network Company Driver has secured primary liability insurance coverage for each driver participating in the transportation network for incidents involving the Transportation Network Company Driver during a Prearranged Ride.

- A. A TNC and a TNC Driver shall comply with the requirements of Minn. Stat. ch. §65B.
- B. The responsibility is placed on a Transportation Network Company Driver to purchase insurance under subdivision 1. The Transportation Network Company shall verify that the Transportation Network Company Driver has purchased an insurance policy under subdivision 1, and shall have a policy in place providing coverage beginning with the first dollar of claims in any instance where the Transportation Network Company Driver's policy required under this section has lapsed or otherwise ceased to exist.
- C. An insurance policy required by this section may be placed with an insurer duly licensed to provide insurance in the state under Minn. Stat. §60A.07 or with a surplus lines insurer authorized under Minn. Stat. §60A.07 or §60A.196.
- D. In a claims coverage investigation, a Transportation Network Company shall cooperate with a liability insurer that also insures the Transportation Network Company Driver's Personal Vehicle, including the provision of relevant dates and times during which an incident occurred that involved the Transportation

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Network Company Driver while the Driver was logged into a Transportation Network Company's digital network.

- E. Nothing in this section modifies or abrogates any otherwise applicable insurance requirements set forth in Minn. Stat. §65B.49.
- F. The existence of the insurance required by this section shall be disclosed on the Transportation Network Company's website, and no contractual hold harmless required in the company's terms of service shall be used to evade the insurance requirements of this chapter.
- G. No TNC License shall be issued unless the applicant first provides proof of the insurance policies required in this section to the Licensing Official. An applicant may redact confidential information regarding premium paid for such policies.
- H. Any TNC driver shall provide to any authorized law enforcement officer or official city inspector, in addition to any applicable insurance, digital or physical proof of the insurance policies required by this section in the form of a certificate of insurance.

95B.08. Transportation Network Vehicles Ownership and Standards. Subdivision 1. No Licensee shall own, provide financing for the obtaining, leasing, or ownership of, or have a beneficial interest in Transportation Network Vehicles unless approved by the Licensing Official.

Subd. 2. In addition to all other applicable legal requirements, it shall be unlawful for any person to operate or cause to be operated any Transportation Network Vehicle unless such vehicle:

- A. Has a manufacturer's rated seating capacity of seven persons or less, including the Transportation Network Driver;
- B. Has at least four doors and meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type and proposed use; and
- C. Is a sedan or light-duty vehicle, including a minivan, sport utility vehicle, pickup truck, hatchback or convertible.

Subd. 3. The Licensee and the TNC driver may be jointly cited if the Licensee permits the TNC driver to use a vehicle that does not meet the requirements for a Transportation Network Vehicle.

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95B.09. Transportation Network Vehicle Inspections. A Transportation Network Company shall solicit feedback on vehicle quality after each trip. The TNC must implement a policy of evaluating and investigating negative feedback received about the condition of a vehicle.

95B.10. Transportation Network Vehicles Distinctive Trade Dress. Subdivision 1. A Transportation Network Company vehicle shall display a consistent and distinctive signage or emblem at all times while the driver is active on the TNC's Digital Network. The distinctive signage or emblem shall be sufficiently large and color contrasted:

- A. As to be readable during daylight hours at a distance of at least 50 feet; and,
- B. Reflective, illuminated or otherwise patently visible so as to be seen in darkness, and to identify that a particular vehicle is associated with a particular Licensee.

Subd. 2. Acceptable forms of distinctive signage include, but are not limited to, symbols or signs on vehicle doors, roofs, or grilles. Magnetic or other removable distinctive signage is acceptable. Digital decals are acceptable. Licensees shall file an illustration of their distinctive trade dress with the Licensing Official.

95B.11. Transportation Network Vehicles – Commercial Advertisements Prohibited. No commercial advertisements or lighting, not installed by the original equipment manufacturer, shall be displayed on the exterior of any transportation network vehicle unless it is a component of the approved trade dress.

95B.12. Transportation Network Company Driver Requirements. Subdivision 1. No Licensee shall engage any person as a Transportation Network Driver unless the person:

- A. Possesses a valid driver's license.
- B. Is a minimum of 18 years old.
- C. Is not under sentence or has been discharged from sentence for a felony conviction within the previous five years for the following offenses: Murder (Minn. Stat. §§609.185 to 609.195), manslaughter (§§609.20 to 609.205), criminal vehicular homicide and injury (§609.21), assault I—III (§§609.221 to 609.223), criminal sexual conduct (§§609.342 to 609.3451), indecent conduct (§617.23, subd. 2 or 3); or any violation of

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- the controlled substance law (§ 152 et al) which is punishable by a maximum sentence of 15 years or more; as allowed under Minn. Stat. §364.09.
- D. Is not under sentence or has been discharged from sentence for any felony conviction within the previous five years, or under sentence or has been discharged from sentence for any non-traffic gross misdemeanor or non-traffic misdemeanor conviction within the previous three years. The license inspector may grant, pursuant to Minn. Stat. §364.03, an exception to this clause upon evidence that either the offense is not related to the occupation of TNC driver, or upon evidence of rehabilitation.
- E. Shall have a driving record meeting the following standards:
- (1) Not be under sentence or have been discharged from sentence within the previous five years for any of the following offenses involving injury or death; not be under sentence or have been discharged from sentence within the previous three years for any of the following offenses not involving injury or death:
 - (a) Leaving the scene of an accident under Minn. Stat. §609.21, or §169.09, or similar law of another state of Minnesota law as amended;
 - (b) Driving while impaired under Minn. Stat. §169A.20, subd. 1, or similar law of another state of Minnesota law as amended;
 - (c) Misdemeanor reckless or careless driving under Minn. Stat. §169.13, or similar law of another state; or
 - (d) Refusal to submit to a chemical test under Minn. Stat. §169A.20, subd. 2.
 - (2) No license revocation within the previous year, as defined by Minn. Stat. §169A.03, subd. 21.
 - (3) For initial TNC endorsement: No more than four moving violations within the last three years, and no more than two moving violations in the last year.

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- (4) To maintain existing TNC endorsement: No more than four moving violations within the last three years and no more than three moving violations in the last three years. A moving violation means, for this subsection, a violation of a traffic regulation but does not include a parking violation, vehicle equipment violation, or warning citation.
- F. Has at least one year's driving experience as a licensed driver, meeting the standards of this subsection. Such prior driving experience shall be verified by the TNC prior to endorsement as a TNC driver.
- G. Has a demonstrated knowledge of the provisions of this chapter relating to the conduct of TNC Endorsed Drivers.
- H. Shall not have a physical or mental disability that would prevent the TNC driver from safely operating a TNC vehicle and performing the normal duties of a TNC Endorsed Driver.
- I. Has not had a taxicab or commercial driver's license suspended, revoked, or involuntarily non-renewed by a city or state within the five years immediately preceding their application to be a driver.

Subd. 2. All Licensees shall perform a criminal history record check pursuant to the procedures outlined in Minn. Stat. §299C.67 on each Transportation Network Company Driver applicant before endorsing such applicant. All Licensees shall also obtain and review each Transportation Network Company Driver applicant's driving record in all states where the applicant driver has held a driver's license in the past five years before endorsing such driver. At the time of application, all Transportation Network Company Drivers must also provide valid authorization for the Licensing Official to perform a criminal history check of the driver applicant. The authorization must be ongoing, and remain valid and in force at all times the driver is endorsed by the TNC.

Subd. 3. Not more than one year after the initial date of endorsement of a driver, and annually thereafter, each Licensee shall verify that the driver is still eligible to be a Transportation Network Company Driver by verifying that the driver meets all of the requirements specified in this section, including the driving and criminal background check requirements, and shall keep records of such verification for a period of three years and shall allow such records to be reviewed by law enforcement personnel and the Licensing Official upon request.

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Subd. 4. If a Licensee knowingly allows an ineligible driver access to its Digital Network, or fails to annually ascertain the eligibility of each driver such Licensee allows access, the Licensee shall be liable for the violation of this section and shall also be jointly responsible with the ineligible driver for any violation of this chapter by the ineligible driver.

95B.13. Transportation Network Company Driver; Intoxicating Substance Policy. All Licensees shall include on its website or mobile application a notice or information on the Licensee's zero-tolerance policy for intoxicating substances and the methods to report a Transportation Network Company Driver whom the rider reasonably suspects was under the influence of drugs or alcohol during the ride. The website and mobile application shall include means to report the zero-tolerance complaint to the TNC.

95B.14. Driver Identification Card. The Licensee shall issue an identification card to TNC Endorsed Drivers. Such identification card shall have the first name of the driver and a photograph attached to the identification card. Any Transportation Network Company Driver shall wear the identification card at all times while operating a Transportation Network Vehicle and are Active on the TNC Dispatch System, or this card may be electronically displayed to the passengers mobile device during a TNC ride.

95B.15. Operating Regulations. Subdivision 1. In addition to all other applicable requirements provided by law, it shall be unlawful for any person:

- A. To Operate a Transportation Network Vehicle while under the influence of alcoholic beverages or controlled substances, other than medication prescribed by a physician, provided that such prescribed medication does not warn that the user not operate machinery while taking the medication;
- B. To Operate, or cause to be operated, a Transportation Network Vehicle in any area where the operation of such vehicle is prohibited by an applicable law;
- C. To Operate a Transportation Network Vehicle within the city while not in possession of a valid driver's license; or
- D. To transport or cause to be transported more than six Passengers on any given ride in a vehicle, or to exceed the designed capacity of the vehicle.

Subd. 2. No Transportation Network Driver shall pick up or discharge a Passenger on:

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- A. Designated taxicab stands;
- B. No stopping or standing zones; or
- C. Other restricted areas as outlined in this chapter or state law.

Subd. 3. No person may possess an open beverage alcohol container while such person is operating or being transported by a Transportation Network Vehicle, nor may any person transport, carry, possess or have any beverage alcohol while being transported by a Transportation Network Vehicle, except in the original package with the seal unbroken.

Subd. 4. No Licensee or Transportation Network Driver shall solicit potential passengers. Transportation Network Vehicles may only be used to provide Transportation Network Services requested via an internet-based transportation application system.

Subd. 5. No Transportation Network Driver shall accept or respond to passengers' or potential passengers' requests for service via traditional street hail, including hand gestures and verbal statements.

Subd. 6. No Transportation Network Vehicle shall be unlawfully parked on any public way for a time longer than is reasonably necessary to accept Passengers in answer to a Prearranged Ride and no Passenger shall be accepted except as provided in subdivision 4.

Subd. 7. The internet-enabled application or digital platform used by a Licensee to connect drivers and passengers shall display for a Passenger:

- A. The Identification card of the Transportation Network Driver; and
- B. A picture or description of the Transportation Network Vehicle the driver is approved to use, including the make, model, and license plate number of the vehicle.

Subd. 8. Licensees shall clearly disclose, on the Licensee's on-line enabled application or digital platform and website, that the Licensee is a Transportation Network Company. Additionally, the disclosure shall state that each Licensee is required to maintain insurance policies as specified in section 95B.07.

Subd. 9. Licensees shall provide proof of insurance documents required in section 95B.07 to each Transportation Network Driver before the driver begins providing service and for as long as the driver remains available to provide service.

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Subd. 10. Licensees shall have an affirmative duty to respond to requests for service and shall be responsible for the actions of any of its employees, Transportation Network Drivers, or other person that reports to, or acts as an agent of, the Licensee, for any failure to respond to a request for service from an orderly Passenger.

Subd. 11. A Transportation Network Driver shall at all times carry in the TNC vehicle proof of the insurance policies required in section 95B.07.

Subd. 12. Any terms or conditions in the agreement between the Licensee and the Passenger that would act as a waiver of the Licensee's liability to the Passenger, or to the public, are declared to be contrary to public policy, null, void and unenforceable.

Subd. 13. TNC drivers may not:

- A. Provide false information to or refuse to obey or to comply with any lawful order or direction of the Licensing Official or any police officer, or traffic-control officer, nor shall any Licensee use profane language or otherwise interfere with such officials while in the performance of their duties;
- B. Take a circuitous route to a destination, or any route other than the most direct route, without the express consent of the Passenger;
- C. Drop a Passenger at a location other than the location requested unless prohibited by law; or
- D. Refuse to convey an orderly Passenger after accepting dispatch to convey that Passenger.

Subd. 14. No TNC Licensee shall disable, eliminate or otherwise prevent access to the TNC mobile application by the Licensing Official or designee for purposes of enforcing this chapter.

Subd. 15. No TNC Licensee shall notify TNC drivers that a potential customer is or may be a Licensing Official or designee, or in any way otherwise interfere with or obstruct enforcement of this chapter by the Licensing Official.

95B.16. Services Charges and Fare Rates. Subdivision 1. Compensation for service

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may be charged based on distance travelled and/or time elapsed during service, or a prearranged fare presented and agreed to by the Passenger.

Subd. 2. If the rates are based on distance travelled and/or time elapsed during service, the rates must be posted by the TNC in the application or website. If the rates vary from the posted rate, the TNC application must require that the Passenger positively acknowledge on the application device used to summon the TNC driver that they agree to the rate structure being charged for the trip requested.

Subd. 3. Upon completion of a Prearranged Ride, a TNC shall transmit to the Passenger an electronic receipt, either by electronic mail or via text message. The message shall document:

- A. The point of origin and destination of the ride;
- B. The total distance and duration of the ride, if the fare is based on distance travelled and/or time elapsed during the ride;
- C. The total fare paid including the base fare and any additional charges; and,
- D. The driver's first name and a means to submit a customer service complaint or inquiry to the TNC.

95B.17. Records and Reports. Subdivision 1. Every Licensee shall keep accurate books and records of account of the Licensee's operations for a minimum of three years. Such records shall be submitted for inspection upon the request of the Licensing Official.

Subd. 2. Records requested by the Licensing Official pursuant to this or any other section within this chapter may be submitted electronically so long as:

- A. The records are submitted in an electronic format approved by the Licensing Official;
- B. The records are either:
 - (1) Time-stamped or otherwise authenticated in such a manner that they are not susceptible to manipulation occurring after the records request is issued; or
 - (2) Accompanied by a certification from the Licensee's designated records custodian in the form of an affidavit attesting that the

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documents have not been altered subsequent to the request;
and,

- C. The records are transmitted to the Licensing Official within 72 hours of the time of the request.

Subd. 3. Audit procedures and confidentiality of records

- A. For the sole purpose of verifying that a TNC is in compliance with the requirements of this chapter and no more than annually, the Licensing Official shall have the right to visually inspect a sample of records that the TNC is required to maintain. The sample shall be chosen randomly by the Licensing Official in a manner agreeable to both parties. The audit shall take place at a mutually agreed location. Any record furnished to the Licensing Official may exclude information that would tend to identify specific drivers or riders.
- B. In response to a specific complaint against any TNC Driver or TNC, the Licensing Official is authorized to inspect records held by the TNC that are necessary to investigate and resolve the complaint. The TNC and agency shall endeavor to have the inspection take place at a mutually agreed location. Any record furnished to the Licensing Official may exclude information that would tend to identify specific drivers or riders, unless the identity of a driver or rider is relevant to the complaint.
- C. Any records inspected by the Licensing Official under this chapter are designated as confidential, and are not subject to disclosure to a third party by the Licensing Official except as may be required by applicable law. If the Licensing Official receives a request for TNC records under the Minnesota Government Data Practices Act, the Licensing Official must notify the TNC of the request prior to release to give the TNC an opportunity to seek protection of such records in accordance with applicable law. Nothing in this Section shall be construed as limiting the applicability of any exemptions under the Minnesota Government Data Practices Act.

Subd. 4. The Licensee must provide upon the request of the Licensing Official, police chief, or their designees, factual information regarding the Licensee's drivers and vehicles so as to determine whether or not a particular TNC driver was Active on the TNC Dispatch System application, en route to a passenger location, or engaged with a Passenger at a specific time and date. Such information shall be provided within 24 hours of the request

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unless otherwise required by the Licensing Official.

95B.18. Violations and Penalties. Subdivision 1. The Licensing Official may seek all applicable penalties, including but not limited to fines, license conditions, license suspension, denial, and license revocation in addition to restitution or other equitable relief against any Licensee that violates this chapter or any rules or regulations adopted pursuant to this chapter. Each day that any violation shall continue may be deemed a separate and distinct offense. In determining whether to multiply violations for each day they continue, the Council may consider the ongoing duration of the violation after the Licensee could reasonably have been expected to be aware of the violation.

Subd. 2. Before any condition, suspension, revocation, or fine is imposed, or equitable relief is ordered, the Licensee shall be notified of the specific charges against them and of their right to a hearing before the Common Council.

Subd. 3. Any person whose Transportation Network Company license is revoked or denied under this chapter shall be ineligible to receive another Transportation Network Company license for a period of five years following revocation or denial.

Subd. 4. In addition to the powers authorized in this section, the Common Council may suspend, revoke, or non-renew a TNC license in accordance with other applicable sections of the Rochester Code of Ordinances, Minnesota Statutes, or federal laws and rules.

95B.19. Enforcement, Rules and Regulations. Subdivision 1. Upon request, a driver shall display to law enforcement personnel or the Licensing Official, or other person authorized to enforce this chapter, a physical or electronic record of a ride in progress sufficient to establish that it was a Prearranged Ride. To the extent that trip records are contained on electronic devices, drivers are not required to relinquish custody of the devices in order to make the required display.

Subd. 2. If a Passenger files a complaint against a Licensee or driver with the City, in addition to all other powers and remedies provided under this chapter, the Licensing Official or authorized staff shall have the right to inspect the Licensee's records as necessary to investigate and resolve the complaint to the same extent the Licensing Official and law enforcement personnel are permitted to inspect all other public passenger vehicles.

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Subd. 3. The Licensing Official is authorized to enforce this chapter, and to adopt rules and regulations for the proper administration and enforcement of this chapter.

(4274, 1/4/17; 4301, 5/15/17)

**SENATE
STATE OF MINNESOTA
NINETIETH SESSION**

S.F. No. 2704

(SENATE AUTHORS: JASINSKI, Housley and Draheim)

DATE	D-PG	OFFICIAL STATUS
02/26/2018	6200	Introduction and first reading
		Referred to Commerce and Consumer Protection Finance and Policy
03/19/2018	6794	Withdrawn and re-referred to Local Government
03/21/2018	6820a	Comm report: To pass as amended and re-refer to Judiciary and Public Safety Finance and Policy
03/22/2018	6930	Author stricken Tomassoni
03/27/2018	7003a	Comm report: To pass as amended and re-refer to Transportation Finance and Policy

- 1.1 A bill for an act
- 1.2 relating to consumer protection; regulating transportation network companies;
- 1.3 amending Minnesota Statutes 2016, sections 13.712, by adding a subdivision;
- 1.4 169.64, subdivision 2; 169.685, subdivision 6; 221.012, subdivisions 25, 38;
- 1.5 221.031, subdivision 3b; 221.091, subdivision 1; proposing coding for new law
- 1.6 in Minnesota Statutes, chapter 221.
- 1.7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.8 Section 1. Minnesota Statutes 2016, section 13.712, is amended by adding a subdivision
- 1.9 to read:
- 1.10 Subd. 6. **Transportation network company.** Data obtained by the commissioner from
- 1.11 a transportation network company is governed by section 221.845, subdivision 12.
- 1.12 Sec. 2. Minnesota Statutes 2016, section 169.64, subdivision 2, is amended to read:
- 1.13 Subd. 2. **Colored light.** (a) Unless otherwise authorized by the commissioner of public
- 1.14 safety, no vehicle shall be equipped, nor shall any person drive or move any vehicle or
- 1.15 equipment upon any highway with any lamp or device displaying a red light or any colored
- 1.16 light other than those required or permitted in this chapter or section 221.845.
- 1.17 (b) A vehicle manufactured for use as an emergency vehicle may display and use colored
- 1.18 lights that are not otherwise required or permitted in this chapter, provided that the vehicle
- 1.19 is owned and operated according to section 168.10, is owned and operated solely as a
- 1.20 collector's item and not for general transportation purposes, and is registered under section
- 1.21 168.10, subdivision 1a, 1b, 1c, 1d, 1g, or 1h. A person may not activate the colored lights
- 1.22 authorized under this paragraph on streets or highways except as part of a parade or other
- 1.23 special event.

2.1 Sec. 3. Minnesota Statutes 2016, section 169.685, subdivision 6, is amended to read:

2.2 Subd. 6. **Exceptions.** (a) This section does not apply to:

2.3 (1) a person transporting a child in an emergency medical vehicle while in the
2.4 performance of official duties and when the physical or medical needs of the child make
2.5 the use of a child passenger restraint system unreasonable or when a child passenger restraint
2.6 system is not available;

2.7 (2) a peace officer transporting a child while in the performance of official duties and
2.8 when a child passenger restraint system is not available, provided that a seat belt must be
2.9 substituted;

2.10 (3) a person while operating a motor vehicle for hire, including a taxi, airport limousine,
2.11 and bus, but excluding a rented, leased, or borrowed motor vehicle; ~~and~~

2.12 (4) a person while operating a school bus that has a gross vehicle weight rating of greater
2.13 than 10,000 pounds; and

2.14 (5) a TNC vehicle as defined in section 221.845, subdivision 1.

2.15 (b) A child passenger restraint system is not required for a child who cannot, in the
2.16 judgment of a licensed physician, be safely transported in a child passenger restraint system
2.17 because of a medical condition, body size, or physical disability. A motor vehicle operator
2.18 claiming exemption for a child under this paragraph must possess a typewritten statement
2.19 from the physician stating that the child cannot be safely transported in a child passenger
2.20 restraint system. The statement must give the name and birth date of the child, be dated
2.21 within the previous six months, and be made on the physician's letterhead or contain the
2.22 physician's name, address, and telephone number. A person charged with violating
2.23 subdivision 5 may not be convicted if the person produces the physician's statement in court
2.24 or in the office of the arresting officer.

2.25 (c) A person offering a motor vehicle for rent or lease shall provide a child passenger
2.26 restraint device to a customer renting or leasing the motor vehicle who requests the device.
2.27 A reasonable rent or fee may be charged for use of the child passenger restraint device.

2.28 Sec. 4. Minnesota Statutes 2016, section 221.012, subdivision 25, is amended to read:

2.29 Subd. 25. **Motor carrier.** "Motor carrier" means a person engaged in the for-hire
2.30 transportation of property or passengers. "Motor carrier" does not include a person providing
2.31 transportation described in section 221.025, a building mover subject to section 221.81, ~~or~~

3.1 a person providing limousine service as defined in section 221.84, or a person performing
3.2 or providing for transportation service under section 221.845.

3.3 Sec. 5. Minnesota Statutes 2016, section 221.012, subdivision 38, is amended to read:

3.4 Subd. 38. **Small vehicle passenger service.** (a) "Small vehicle passenger service" means
3.5 a service provided by a person engaged in the for-hire transportation of passengers in a
3.6 vehicle designed to transport seven or fewer persons, including the driver.

3.7 (b) In the metropolitan area as defined in section 473.121, subdivision 2, "small vehicle
3.8 passenger service" also includes for-hire transportation of persons who are certified by the
3.9 Metropolitan Council to use special transportation service provided under section 473.386,
3.10 in a vehicle designed to transport not more than 15 persons including the driver, that is
3.11 equipped with a wheelchair lift and at least three wheelchair securement positions.

3.12 (c) Small vehicle passenger service does not include a motor carrier of railroad employees
3.13 or service provided by a transportation network company, as defined in section 65B.472,
3.14 subdivision 1.

3.15 Sec. 6. Minnesota Statutes 2016, section 221.031, subdivision 3b, is amended to read:

3.16 Subd. 3b. **Passenger transportation; exemptions.** (a) A person who transports
3.17 passengers for hire in intrastate commerce, who is not made subject to the rules adopted in
3.18 section 221.0314 by any other provision of this section, must comply with the rules for
3.19 hours of service of drivers while transporting employees of an employer who is directly or
3.20 indirectly paying the cost of the transportation.

3.21 (b) This subdivision does not apply to:

3.22 (1) a local transit commission;

3.23 (2) a transit authority created by law; or

3.24 (3) persons providing transportation:

3.25 (i) in a school bus as defined in section 169.011, subdivision 71;

3.26 (ii) in a Head Start bus as defined in section 169.011, subdivision 34;

3.27 (iii) in a commuter van;

3.28 (iv) in an authorized emergency vehicle as defined in section 169.011, subdivision 3;

3.29 (v) in special transportation service certified by the commissioner under section 174.30;

- 4.1 (vi) that is special transportation service as defined in section 174.29, subdivision 1,
4.2 when provided by a volunteer driver operating a private passenger vehicle as defined in
4.3 section 169.011, subdivision 52;
- 4.4 (vii) in a limousine the service of which is licensed by the commissioner under section
4.5 221.84; ~~or~~
- 4.6 (viii) in a taxicab, if the fare for the transportation is determined by a meter inside the
4.7 taxicab that measures the distance traveled and displays the fare accumulated; or
- 4.8 (ix) in a TNC vehicle as provided under section 221.845.
- 4.9 Sec. 7. Minnesota Statutes 2016, section 221.091, subdivision 1, is amended to read:
- 4.10 Subdivision 1. **Local authority over streets and highways.** (a) Sections 221.012 to
4.11 221.291 do not authorize the use by a carrier of a public highway in a city of the first class
4.12 in violation of a charter provision or ordinance of the city in effect January 1, 1925, unless
4.13 the charter provision or ordinance is repealed after that date. In addition, sections 221.012
4.14 to 221.291 do not (1) curtail the right of a city to reasonably regulate or control the routing,
4.15 parking, speed, or safety of operation of a motor vehicle operated by a carrier under the
4.16 terms of those sections, (2) curtail the general police power of the city over its highways,
4.17 or (3) abrogate any provision of the city's charter requiring certain conditions to be complied
4.18 with before a carrier can use the highways of the city; and these rights and powers are
4.19 expressly reserved and granted to the city. ~~However, no~~
- 4.20 (b) A city shall not prohibit or deny the use of the public highways within its
4.21 territorial boundaries by a carrier for:
- 4.22 (1) transporting passengers or property received within its boundaries to destinations
4.23 beyond the city's boundaries; ~~or for;~~
- 4.24 (2) transporting passengers or property from points beyond the city's boundaries to
4.25 destinations within the city's boundaries; ~~or for~~
- 4.26 (3) transporting passengers or property from points beyond the city's boundaries through
4.27 the city to points beyond the city's boundaries, when the carrier is operating pursuant to a
4.28 certificate of registration, permit, or license issued under this chapter ~~or a permit issued by~~
4.29 the commissioner under section 221.84.

5.1 Sec. 8. **[221.845] TRANSPORTATION NETWORK COMPANIES.**

5.2 **Subdivision 1. Definitions.** (a) For purposes of this section, the following terms have
5.3 the meanings given.

5.4 (b) "Digital identification" means information stored on a transportation network
5.5 company's digital network that:

5.6 (1) is accessible by a driver;

5.7 (2) serves as evidence of the identity of the driver;

5.8 (3) serves as evidence of the insurance coverage required under section 65B.472;

5.9 (4) displays a photo of the driver;

5.10 (5) displays an image of the make and model of the transportation network company
5.11 vehicle; and

5.12 (6) identifies the make and model, as well as the license plate number, of the TNC
5.13 vehicle.

5.14 (c) "Digital network" has the meaning given in section 65B.472, subdivision 1.

5.15 (d) "Prearranged ride" has the meaning given in section 65B.472, subdivision 1.

5.16 (e) "Transportation network company" or "TNC" has the meaning given in section
5.17 65B.472, subdivision 1.

5.18 (f) "Transportation network company driver" or "driver" has the meaning given in section
5.19 65B.472, subdivision 1. Transportation network company drivers are not common carriers.

5.20 (g) "Transportation network company rider" or "rider" has the meaning given in section
5.21 65B.472, subdivision 1.

5.22 (h) "Transportation network company vehicle" or "TNC vehicle" has the meaning given
5.23 to "personal vehicle" in section 65B.472, subdivision 1.

5.24 **Subd. 2. Transportation network company account.** (a) A transportation network
5.25 company account is established in the special revenue fund. The account consists of fees
5.26 collected under subdivision 3 and funds donated, allotted, transferred, or otherwise provided
5.27 to the account.

5.28 (b) Funds in the account are annually appropriated to the commissioner for administrative
5.29 costs related to this section.

6.1 Subd. 3. **Transportation network company; license; general requirements.** (a) In
6.2 order to operate in Minnesota, a transportation network company must obtain a license from
6.3 the commissioner.

6.4 (b) The commissioner must issue a license to a transportation network company that
6.5 submits an application in the form and manner provided by the commissioner, meets the
6.6 requirements of this section, and pays an annual fee of \$5,000. The annual fee covers all of
6.7 a transportation network company's drivers. The commissioner is prohibited from requiring
6.8 a per-driver or per-vehicle fee.

6.9 (c) A license issued under this section is not assignable or transferable and is valid until
6.10 it expires or is suspended, revoked, or canceled, whichever occurs first. A license is valid
6.11 for one year from the date issued, and the expiration date is unchanged on a suspended
6.12 license that is restored.

6.13 (d) A revoked license under subdivision 13 must not be reinstated. For a period of one
6.14 year from the date of revocation, the commissioner must not issue a new license to a
6.15 transportation network company for whom a license was revoked.

6.16 (e) A transportation network company must:

6.17 (1) be authorized or registered to do business in Minnesota; and

6.18 (2) maintain an agent for service of process in Minnesota.

6.19 (f) Notwithstanding paragraph (a), a transportation network company operating in the
6.20 state prior to the effective date of this section may continue to operate in the state until the
6.21 commissioner issues a written decision regarding the transportation network company's
6.22 permit application. A transportation network company operating in any political subdivision
6.23 in the state shall apply to the commissioner for a permit pursuant to this subdivision on or
6.24 before the 30th day after the commissioner begins accepting permit applications.

6.25 Subd. 4. **Transportation network company; fare requirements.** (a) A transportation
6.26 network company may charge a fare for a prearranged ride provided to a rider if the
6.27 transportation network company discloses the fare or fare calculation method to the rider
6.28 via the digital network. If the fare is not disclosed to the rider before the prearranged ride
6.29 begins, the transportation network company must provide the rider with the option to receive
6.30 an estimated fare before the rider enters a TNC vehicle.

6.31 (b) Any payment by a rider for a prearranged ride by a driver must be made electronically
6.32 through the digital network.

7.1 (c) A transportation network company must provide the following to a rider before the
7.2 rider enters a TNC vehicle:

7.3 (1) the driver's first name;

7.4 (2) a photograph of the driver;

7.5 (3) the make, model, and license plate number of the TNC vehicle; and

7.6 (4) the method by which the transportation network company calculates the applicable
7.7 rate or fare being charged.

7.8 (d) Upon completion of a prearranged ride, the transportation network company must
7.9 transmit a receipt to the rider through electronic mail, text message, or other electronic
7.10 means. The receipt must include:

7.11 (1) the origin and destination of the trip;

7.12 (2) the total time and distance of the trip;

7.13 (3) an itemization of the total fare paid, if any; and

7.14 (4) the driver's first name.

7.15 Subd. 5. **Driver qualifications.** (a) Before permitting any individual to act as a driver,
7.16 and annually thereafter, a transportation network company must:

7.17 (1) confirm that the individual is at least 19 years of age, holds a valid driver's license,
7.18 and possesses proof of registration and has a plan of reparation security under section 65B.48
7.19 for the TNC vehicle;

7.20 (2) conduct a local, state, and national background check of the individual, including a
7.21 query of (i) the multistate/multijurisdiction criminal records locator or other similar
7.22 commercial national database, (ii) the U.S. Department of Justice national sex offender
7.23 public Web site, and (iii) the Web site maintained by the commissioner of corrections under
7.24 section 244.052, subdivision 4b; and

7.25 (3) obtain and review a driving history report for the individual.

7.26 (b) A transportation network company must not permit an individual to act as a driver
7.27 if the individual:

7.28 (1) has been convicted of more than three moving violations, as defined in section 171.04,
7.29 subdivision 1, within the past three years;

7.30 (2) has been convicted of a violation under any of the following within the past three
7.31 years:

- 8.1 (i) section 609.487, subdivision 3 or 4; or
- 8.2 (ii) section 171.24;
- 8.3 (3) has had a driver's license revoked pursuant to section 171.17, subdivision 1, or
- 8.4 suspended pursuant to section 171.18, subdivision 1, within the past three years;
- 8.5 (4) has been convicted of any of the following within the past seven years:
- 8.6 (i) a felony;
- 8.7 (ii) a misdemeanor or gross misdemeanor violation of chapter 152;
- 8.8 (iii) any violation of section 169.09, subdivision 14; 169.13; 169.21, subdivision 2,
- 8.9 paragraph (c); 169.444, subdivision 2, paragraph (b); 169A.20, subdivision 1 or 2; or
- 8.10 169A.31; or
- 8.11 (iv) a misdemeanor or gross misdemeanor violation of section 518B.01, subdivision 14;
- 8.12 609.2113; 609.2231; 609.224; 609.2242; 609.231; 609.2325; 609.233; 609.255; 609.324;
- 8.13 609.3243; 609.3451; 609.377; 609.378; 609.50; 609.52; 609.5631; 609.5632; 609.582;
- 8.14 609.591; 609.593; 609.594; 609.595; 609.596; 609.597; 609.66; 609.661; 609.665; 609.71;
- 8.15 609.713; 609.746; 609.748; 609.749; 609.7495; 609.78; 609.79, subdivision 1, clause (1),
- 8.16 item (i); or 629.75, subdivision 2; or
- 8.17 (5) is listed on the U.S. Department of Justice national sex offender public Web site, or
- 8.18 the Web site maintained by the commissioner of corrections under section 244.052,
- 8.19 subdivision 4b.
- 8.20 **Subd. 6. Driver operating requirements.** (a) A driver is prohibited from:
- 8.21 (1) providing prearranged rides for a transportation network company unless the
- 8.22 transportation network company has a license under subdivision 3;
- 8.23 (2) providing prearranged rides unless the rider has been matched to the driver through
- 8.24 the digital network;
- 8.25 (3) soliciting a ride or accepting a street hail request for a ride; or
- 8.26 (4) soliciting or accepting cash payments for a fare from a rider.
- 8.27 (b) A driver must display a consistent and distinctive sign or emblem on the TNC vehicle
- 8.28 at all times while the driver is active on the digital network.
- 8.29 (c) A driver may not, at the time the driver picks up a rider, refuse to transport an orderly
- 8.30 rider, unless the driver has good reason to fear for the driver's personal safety or the safety
- 8.31 of any other riders or the driver is prohibited by law from transporting the rider.

9.1 (d) Upon request of a peace officer or an officer or official of a public airport, a driver
9.2 must display digital identification and electronic evidence that the rider was matched through
9.3 the digital network. If the information described in this paragraph is contained on an
9.4 electronic device, the driver is not required to relinquish possession of the electronic device.

9.5 Subd. 7. **TNC vehicle requirements; inspection.** (a) Before permitting a TNC vehicle
9.6 to be used to provide prearranged rides, a transportation network company must conduct
9.7 or confirm that the TNC vehicle has undergone and passed a safety inspection.

9.8 (b) At a minimum, the safety inspection must evaluate the following components of the
9.9 vehicle:

9.10 (1) brake system;

9.11 (2) parking brakes;

9.12 (3) steering mechanism;

9.13 (4) windshield;

9.14 (5) rear window and other glass;

9.15 (6) windshield wipers;

9.16 (7) headlights;

9.17 (8) taillights;

9.18 (9) brake lights;

9.19 (10) turn signal lights;

9.20 (11) doors;

9.21 (12) front seat adjustment mechanism;

9.22 (13) horn;

9.23 (14) speedometer;

9.24 (15) bumpers;

9.25 (16) muffler and exhaust system;

9.26 (17) tires, including tread depth;

9.27 (18) interior and exterior mirrors; and

9.28 (19) safety belts.

- 10.1 Subd. 8. **TNC vehicle requirements; vehicles and equipment.** (a) A TNC vehicle
10.2 must:
- 10.3 (1) have four doors;
- 10.4 (2) be registered under chapter 168 as a passenger automobile or noncommercial vehicle,
10.5 as defined in section 168.002; and
- 10.6 (3) be designed to transport not more than eight passengers, including the driver.
- 10.7 (b) A TNC vehicle sign or emblem displayed by a driver under subdivision 6 must:
- 10.8 (1) be approved by the commissioner of transportation, in consultation with the
10.9 commissioner of public safety;
- 10.10 (2) be sufficiently large and color-contrasted to be readable during daylight hours from
10.11 a distance of at least 50 feet;
- 10.12 (3) be reflective, illuminated, or otherwise visible in dark conditions; and
- 10.13 (4) sufficiently identify a TNC vehicle as being associated with the transportation network
10.14 company.
- 10.15 (c) A TNC vehicle may be equipped with no more than two removable, interior-mounted,
10.16 trade dress identifying devices as provided by the transportation network company that are
10.17 designed to assist riders in identifying and communicating with drivers. The identifying
10.18 device may be illuminated and emit a steady beam of solid colored light in any direction
10.19 when the driver is logged in to the digital network. The identifying device may change the
10.20 color of light being emitted once the driver accepts a request to transport a rider and is within
10.21 0.4 miles of the rider.
- 10.22 (d) The identifying device under paragraph (c) must not:
- 10.23 (1) emit a light exceeding five candlepower;
- 10.24 (2) contain an illuminated area that exceeds 20 square inches;
- 10.25 (3) display the colors red, amber, or blue; and
- 10.26 (4) project a flashing, oscillating, alternating, or rotating light, or a glaring or dazzling
10.27 light.
- 10.28 Subd. 9. **Zero-tolerance intoxicating substance policy.** (a) A transportation network
10.29 company must implement a zero-tolerance intoxicating substance policy for drivers that
10.30 prohibits any amount of driver intoxication while providing a prearranged ride. The
10.31 transportation network company must include on its Web site a notice concerning the

11.1 transportation network company's intoxicating substance policy and include a means for a
11.2 rider or another individual to submit a complaint regarding a suspected violation of the
11.3 policy.

11.4 (b) Upon receipt of a rider complaint alleging a violation of the intoxicating substance
11.5 policy, the transportation network company must immediately suspend the driver's access
11.6 to the digital network and conduct an investigation into the reported incident. At a minimum,
11.7 the suspension must last for the duration of the investigation.

11.8 Subd. 10. **Nondiscrimination and accessibility.** (a) A transportation network company
11.9 must implement a policy that prohibits discrimination on the basis of destination, race, color,
11.10 national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or
11.11 gender identity with respect to all potential riders. The policy must also prohibit drivers
11.12 from refusing to provide service to an individual with a service animal.

11.13 (b) A transportation network company must notify all drivers of the nondiscrimination
11.14 policy. All drivers must comply with the nondiscrimination policy.

11.15 (c) A transportation network company is prohibited from imposing any additional charge
11.16 on a rider with a physical disability because of the disability.

11.17 (d) A transportation network company must provide a rider an opportunity to indicate
11.18 whether the rider requires a wheelchair-accessible vehicle. If a wheelchair-accessible vehicle
11.19 cannot be provided, the transportation network company must direct the requesting rider to
11.20 an alternate provider of wheelchair-accessible service, if one is available.

11.21 Subd. 11. **Records; retention; inspections.** (a) A transportation network company must
11.22 maintain records that document compliance with the requirements of this section for two
11.23 years from the date of documentation.

11.24 (b) For the sole purpose of verifying that a transportation network company is in
11.25 compliance with the requirements of this section, the commissioner may visually inspect a
11.26 random sample of records that the transportation network company is required to maintain
11.27 under this subdivision. Except for an inspection under paragraph (c), the commissioner must
11.28 not perform more than one inspection of a transportation network company each year.

11.29 (c) In response to a specific complaint made to the commissioner against a driver or a
11.30 transportation network company for a violation of this section or upon reasonable suspicion
11.31 that a violation of this section has occurred, including as a result of an inspection conducted
11.32 under paragraph (b), the commissioner may inspect records maintained by the transportation
11.33 network company under this subdivision that are necessary to investigate and resolve the

12.1 complaint. Any data furnished to the commission may exclude information that would
12.2 identify specific drivers or passengers, unless the identity of a driver or rider is relevant to
12.3 the complaint.

12.4 (d) An inspection under this subdivision must take place at a mutually agreed upon
12.5 location in a city of the first class that is located within the metropolitan area, as defined in
12.6 section 473.121, subdivision 2, or through a mutually agreed upon secure electronic process.

12.7 Subd. 12. **Data practices; liability.** (a) Data disclosed to the commissioner by a
12.8 transportation network company, including the names, addresses, and any other personally
12.9 identifiable information of drivers or riders, is nonpublic data or private data on individuals,
12.10 as defined in section 13.02, subdivisions 9 and 12.

12.11 (b) If data provided to the commissioner pursuant to this section is sought through a
12.12 court order or subpoena, the commissioner must promptly notify the transportation network
12.13 company. If there is a breach of the security of the data as provided under section 13.055,
12.14 the commissioner must notify the transportation network company in the same manner as
12.15 provided for individuals under that section.

12.16 (c) A transportation network company shall disclose a rider's personal identifying
12.17 information to a person other than the rider only if:

12.18 (1) the rider consents;

12.19 (2) disclosure is required by a legal obligation, including as part of an investigation
12.20 under subdivision 11;

12.21 (3) disclosure is required to protect or defend the terms of use of the transportation
12.22 network company service or to investigate violation of the terms; or

12.23 (4) disclosure is as provided in paragraph (d).

12.24 (d) A transportation network company may share a rider's name with the driver
12.25 transporting the rider in order to facilitate identification of the rider, or to facilitate
12.26 communication between the rider and the driver.

12.27 (e) A transportation network company is not civilly or criminally liable for a violation
12.28 of chapter 13 by the commissioner.

12.29 Subd. 13. **Violations; enforcement.** (a) The commissioner may issue an order that
12.30 requires violations of this section by a transportation network company to be corrected,
12.31 assesses a penalty of up to \$500 for each violation that the transportation network company

13.1 knew or should have known about, or both. The commissioner may suspend, revoke, or
13.2 deny renewal of a license for a violation of this section.

13.3 (b) The commissioner must immediately suspend a license if the commissioner determines
13.4 that the transportation network company failed to maintain required insurance and must not
13.5 restore the suspended license until proof of insurance is provided.

13.6 (c) The commissioner must revoke a license if the commissioner determines that the
13.7 transportation network company:

13.8 (1) knowingly made a material false or misleading statement in a license application;
13.9 or

13.10 (2) operated as a transportation network company under this section while the license
13.11 was suspended.

13.12 (d) The commissioner may issue an order that requires violations of this section by a
13.13 driver to be corrected, assesses a penalty of up to \$100 for each violation that the driver
13.14 knew or should have known about, or both. The commissioner may issue an order requiring
13.15 a transportation network company to suspend a driver for a violation of this section.

13.16 (e) For an order or administrative penalty under this subdivision, the commissioner must
13.17 follow the procedures in section 221.036, subdivisions 4 to 10. A transportation network
13.18 company or a driver may request an administrative hearing or petition a court under the
13.19 procedures in section 221.036, subdivisions 7 to 10.

13.20 (f) A person who violates this section is guilty of a petty misdemeanor.

13.21 Subd. 14. **Uniform statewide regulation.** (a) This section applies uniformly throughout
13.22 the state and in all political subdivisions.

13.23 (b) This section supersedes any ordinance or other regulation adopted by a political
13.24 subdivision that specifically governs transportation network companies, drivers, or TNC
13.25 vehicles, including those adopted before the effective date of this section.

13.26 (c) A political subdivision is prohibited from:

13.27 (1) imposing any fee on a transportation network company, driver, or TNC vehicle if
13.28 the fee relates to (i) providing prearranged rides, (ii) entry into the jurisdiction of the political
13.29 subdivision, or (iii) operations of the transportation network company; or

13.30 (2) requiring a transportation network company or driver to obtain a business license or
13.31 other similar authorization to operate within the political subdivision's jurisdiction.

14.1 (d) An airport is prohibited from imposing any regulatory or licensing requirement that
14.2 supplements or is inconsistent with the requirements in this section, except that an airport
14.3 may:

14.4 (1) charge reasonable fees for use of the airport or its facilities;

14.5 (2) require a transportation network company to enter into an agreement with or otherwise
14.6 obtain authorization from an airport prior to allowing TNC drivers to pick up passengers at
14.7 the airport; and

14.8 (3) adopt reasonable regulations governing the operation of TNC vehicles at the airport,
14.9 including procedures governing staging, dropping off or picking up passengers at the airport,
14.10 or use of airport facilities.

14.11 (e) This section shall not be construed to prohibit peace officers from enforcing applicable
14.12 penal or traffic laws.

14.13 Sec. 9. **EFFECTIVE DATE.**

14.14 This act is effective January 1, 2019, and applies to transportation network companies
14.15 in operation on or after that date.

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

December 17, 2018
City Hall Conference Room
7:15 PM

1. Approval of Bills
2. 2019 Parks Facility Fee and Pay Schedule
3. Mill Avenue Park and Memorial Park Parking Lot Leases
4. Renewal of City Prosecution Agreement with Mallie Law Office



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: 2019 Facility Fee and Pay Schedule

☐ 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: Tony Sailer	Department: Parks and Recreation
Presenter (Name & Title): Tony Sailer, Parks and Recreation Director	Estimated Time Needed: 5 minutes
Summary of Issue: The Park Board has approved the 2019 facility fee schedule and seasonal employee pay rates. The only change is the pay rate for tournament umpires, which would be an increase of \$5 per game for state qualifier tournaments. This additional expense is covered by the increase in the tournament registration fee which increases from \$350 to \$375 per team starting in 2019.	
Alternatives, Options, Effects on Others/Comments: The seasonal pay rates meet or exceed the state's minimum pay requirements.	
Recommended Action/Motion: Approve the 2019 facility fee schedule and seasonal employee pay rates.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

BRAINERD PARKS AND RECREATION

2019 Pay Rates for Temporary Seasonal Positions

Effective January 2019

Adult Softball Umpire	\$24.00/game
American Sign Language Interpreter	Market rate
Baseball League Umpire	\$23.00/game – Mustang/Bronco \$28.00/game - Pony
Baseball Tournament Umpire	\$35.00/game – 10U/11U \$40.00/game – 12U/13U \$45.00/game - State
Pond Hockey Referee	\$20.00/game
Temporary Seasonal Hourly Workers: Clerical, maintenance, and recreation aides	\$11.00/hour
Temporary Seasonal Hourly Workers: Concession workers and warming house attendants	\$10.00-\$11.00/hour
Tournament Scorekeeper/Announcer	\$15.00/game
Weekend Maintenance Worker	\$13.00/hour
Youth Softball Umpire	\$20.00/game

Effective January 1, 2018, the Minnesota state minimum wage is \$9.65 per hour for large employers.

Brainerd Parks and Recreation 2019 Fee Schedule

Camping:	Lum Park Campground daily rate			\$40.00
	Lum Park Campground senior rate (55+)			35.00
	Lum Park Campground off-season rate (no water or dump station)			25.00
	Lum Park tent site behind host-two tents max (\$20 per)-one night only			20.00
	Lum Park Campground firewood			5.00
	Lum Park Dump Station (non-guests only)			5.00
Pavilions:	Buffalo Hills/Lions Park	Mon-Fri:	45.00	Sat-Sun: 65.00
	Gregory Park	Mon-Fri:	45.00	Sat-Sun: 65.00
	Kiwanis Park	Mon-Fri:	45.00	Sat-Sun: 65.00
	Lum Park	Mon-Fri:	60.00	Sat-Sun: 80.00
	Keg Beer (3.2) Permit Fee*			20.00

Effective January 1, 2018, the Park Board will no longer waive pavilion rental fees for non-profit entities.

***Keg beer permits will not be issued where youth activities are scheduled.**

Fields:	Adult tournament field maintenance fee per team	30.00
	Athletic field day rental (excluding Mills Field)	25.00
	Athletic field night rental (excluding Mills Field)	50.00
	Mills Field day rental per game/practice	50.00
	Mills Field night rental per game/practice	100.00
	Miracle League field usage**	00.00
	Field drying materials (when needed) – per bag	at cost

Field rental fees are per game or practice (typically a 2-hour block), and includes dragging and lining UPON REQUEST. Mills Field is scheduled in the following order: Field maintenance, VFW, others.

Field rental fees are waived for Brainerd youth/travel teams provided all participants are registered in Brainerd Parks and Recreation programs, and American Legion and VFW teams provided the teams rake out the pitcher's mound, home plate and base lines after each game, plus tarp the plate and pitchers' mound. If field maintenance is requested, rental fees are applicable.

****Handicapped and disabled groups can request to use the Miracle League field at no cost, on a one-time or special event basis. Individuals and other groups will be directed to use alternate fields. A permit will be issued by the Department. League use will be Parks and Recreation programs only.**

Outdoor Rink:	Hourly rate	15.00
Food Truck:	Daily fee	50.00
	Annual fee	350.00
Advertising:	Field Banners: Banners are provided by the advertiser	
	One year – one field	150.00
	Three years – one field	400.00
	One year – two fields	250.00
	One year – three fields	325.00
	Summer Activity Guide Ads – Quarter page or banner	125.00
	Half page	200.00
	Full page	300.00
	Inside front or back cover	400.00
	Back cover	600.00



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Memorial Park & Mill Ave. Park lease

☐ 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: Tony Sailer	Department: Parks and Recreation
Presenter (Name & Title): Tony Sailer, Parks and Recreation Director	Estimated Time Needed: 10 minutes
Summary of Issue: The current lease on the Memorial Park parking lot and Mill Avenue Park are set to expire Jan. 20, 2019. New leases have been prepared by the City Attorney. The Mill Ave. Park lease would be expire Jan. 20, 2020 and shall not be renewed. The Memorial Park parking lot lease would continue for a period of one year but may be renewed for two additional one-year terms at the City's option.	
Alternatives, Options, Effects on Others/Comments: - The City would be responsible for removing all structures from Mill Ave. Park, including the warming house, hockey rink boards and lights, and softball field fencing. This would result in the City needing to relocate the hockey rinks, lights and warming house, and adding an adult softball field to the complex at Memorial Park. The Parks and Recreation Department has developed a conceptual plan to replace these facilities at Memorial Park and will soon be sending out RFPs. - Plans also include putting in a new parking lot at Memorial Park to accommodate the adult softball league. - Funds requested for a new warming house at Gregory Park in 2019 will need to be shifted to construction of two hockey rinks, a warming house and install lights. Estimates received this past summer for this project include: \$20,000 for rink boards; \$50,111 for 30' galvanized steel poles, concrete bases, and underground electrical system with the light fixtures being repurposed; and \$187,555 for a warming house (however staff believes an addition to the current restrooms could cut the costs considerably). - Other costs will include redesigning the adult softball field complex into a four-field design with a new concession stand/restroom in the middle. - The 2019 fall adult softball and kickball leagues would need to be canceled in order to begin construction of new hockey rinks/warming house/lights, and hopefully begin the redesign of the softball field complex. Construction could begin in mid-August.	
Recommended Action/Motion: Approve the leases. Approve redirecting requested funding for a new warming house at Gregory Park to cover costs to construct hockey rinks, lighting and a warming house.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>Approximately \$220,000</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> Funds would need to be shifted from the requested construction of a new warming house at Gregory Park to construct hockey facilities at Memorial Park.	

MILL PARK LEASE

This Lease is made and is effective January 21, 2019, by and between **Brainerd Land, LLC**, a Michigan limited liability company (Landlord) with its principal place of business at 1801 Mill Avenue, Brainerd, Minnesota 56401, and the **City of Brainerd**, a Minnesota municipal corporation (Tenant) with its principal place of business at 501 Laurel Street, Brainerd, Minnesota 56401.

Recitals

- A. Tenant and Landlord's predecessors in interest were parties to various easement and lease agreements beginning in 1989.
- B. The prior agreements were amended and restated in the Amended and Restated Lease dated January 21, 2014.
- C. The Amended and Restated Lease terminates according to its terms January 20, 2014.
- D. Landlord and Tenant wish to enter into this Mill Park Lease (Lease) to continue the leasing of certain property by Tenant located at the northwest corner of Mill Avenue and M Street N.E.

Agreement

In consideration of the mutual covenants set forth below, it is agreed by Landlord and Tenant as follows:

- 1. Leased Property. Landlord shall lease to Tenant and Tenant shall lease from Landlord the property (Leased Property) described in Exhibit A subject to the terms and conditions set forth in this Lease.
- 2. Term. This Lease shall commence on the effective date set forth above and shall continue for a period of one year. This Lease shall not be renewed.
- 3. Rent. In consideration of leasing the Leased Property, Tenant shall pay Landlord an amount equal to the property taxes owed by Landlord on the Leased Property. The parties acknowledge that the Leased Property is part of a larger, single parcel that includes substantial improvements. The rent shall be based on the land value, exclusive of any improvements, as calculated on a square foot basis.
- 4. Use of Leased Property. Tenant shall use the Leased Property exclusively for recreational facilities for the benefit of the public, and for no other purpose without the express prior written consent of Landlord. Tenant will not operate, or permit any third party to operate, any business of any kind on the Leased Property; provided, however, that Tenant may operate a canteen warming house, soft drink

stand, or similar facilities customarily operated in conjunction with recreational or playground facilities. Tenant may install buildings, fixtures, and/or parking lots on the Leased Property for recreational purposes. No noxious offensive trade or activity shall be carried on the Leased Property at any time. Upon termination of this Lease, Tenant shall remove the lights, hockey rink walls, ball field fencing and bleachers.

5. Operating Costs. Tenant shall pay all operating costs arising out of or associated with the Lease or tenant's use of the Leased Property. Tenant shall, at its expense, repair and maintain the Leased Property. Landlord shall not be responsible for any maintenance or repairs to the Leased Property whatsoever.
6. Assignment. Tenant shall not sublet or assign this Lease to any third party without the prior written consent of the Landlord.
7. No Representations or Warranties. The Leased Property is being provided on an as is, where is and with all faults basis. The Landlord makes no warranties, express or implied, as to the Leased Property, including but not limited to, any warranty of power to demise, covenant of quiet enjoyment, condition or tenantability of the Leased Property, or fitness for a particular purpose.
8. Indemnification. To the extent allowed by law, Tenant shall indemnify Landlord from and against any claim, demand, action, cause of action, loss, cost, expense, liability, injury, order, penalty, or damage (including reasonably attorneys' fees, and all costs and expenses of all actions, proceedings, demands assessments, claims and judgment) resulting from or arising out of this Lease or the use of the Leased Property by Tenant or its employees, agents and invitees.
9. Amendments. This Lease may not be amended or changed without the prior written consent of both Landlord and Tenant.
10. Governing Law. This Lease is governed by Minnesota law, without regard to its conflict of laws provisions.
11. Miscellaneous Provisions. Notices under this Lease shall be given by certified mail, return receipt requested, to the parties at the addresses set forth above, or another address designated by such party in writing. Notices shall be deemed received three days after being mailed in the U.S. Mail. No waiver by Landlord of any default by Tenant shall be implied from any omission by Landlord to take any action on account of such default and no express waiver shall affect any default other than the default specified in the express waiver. If any provision of this Lease is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. This lease or a memorandum of it may be recorded by either party hereto with the applicable recorder's office, and each party will execute such

further instruments as necessary to permit the recording of this Lease or a memorandum of it. Nothing in this Lease shall be deemed to be a gift or dedication of any portion of the Leased Property to the general public or for any public purpose whatsoever. The parties agree that any ambiguity in this instrument shall not be construed against the drafter as a default despite any common law rule or precedent to do so.

BRAINERD LAND, LLC

By: _____

Its: _____

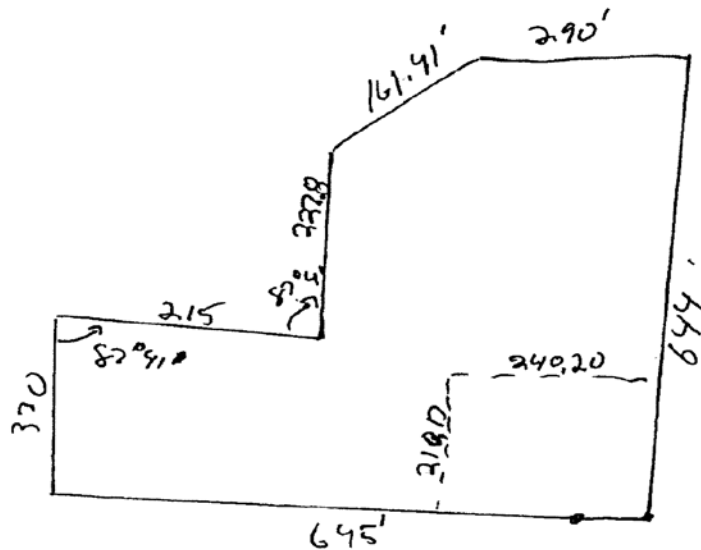
CITY OF BRAINERD

By: _____
Edwin L. Menk, Mayor

By: _____
Cassandra Torstenson,
City Administrator

Exhibit A
to Mill Park Lease

A vacant parcel of land described as follows: Commencing at the northwest corner of the intersection of "M" Street and Mill Avenue; thence west along the north line of "M" Street for a distance of 645 feet; thence north, parallel with the west line of Mill Avenue a distance of 330 feet; thence east at an angle of 87 degrees 41 minutes measured counterclockwise from south to east a distance of 215 feet; thence north at an angle of 87 degrees 41 minutes measured clockwise from west to north a distance of 227.80 feet to a point approximately 25 feet south of the south track of the BN Railroad; thence northeasterly parallel to the railroad a distance of 161.41 feet to a point on the north line; thence east and parallel with "M" Street to a point on the west line of Mill Avenue a distance of 290 feet; thence south along west line of Mill Avenue 644 feet to point of beginning, except the East 240.20 feet of the South 210.17 feet thereof.



MEMORIAL PARK LEASE

This Lease is made and is effective January 21, 2019, by and between **Brainerd Land, LLC**, a Michigan limited liability company (Landlord) with its principal place of business at 1801 Mill Avenue, Brainerd, Minnesota 56401, and the **City of Brainerd**, a Minnesota municipal corporation (Tenant) with its principal place of business at 501 Laurel Street, Brainerd, Minnesota 56401.

Recitals

- A. Tenant and Landlord's predecessors in interest were parties to various easement and lease agreements beginning in 1989.
- B. The prior agreements were amended and restated in the Amended and Restated Lease dated January 21, 2014.
- C. The Amended and Restated Lease terminates according to its terms January 20, 2014.
- D. Landlord and Tenant wish to enter into this Memorial Park Lease (Lease) to continue the leasing of certain property by Tenant located adjacent to Memorial Park at 1700 Mill Avenue.

Agreement

In consideration of the mutual covenants set forth below, it is agreed by Landlord and Tenant as follows:

- 1. Leased Property. Landlord shall lease to Tenant and Tenant shall lease from Landlord the property (Leased Property) described in Exhibit A subject to the terms and conditions set forth in this Lease.
- 2. Term. This Lease shall commence on the effective date set forth above and shall continue for a period of one year. This Lease may be renewed for two additional one-year terms at Tenant's option. Tenant shall provide Landlord notice of its intent to renew at least 60 days prior to expiration of the then-current term.
- 3. Rent. In consideration of leasing the Leased Property, Tenant shall pay Landlord an amount equal to the property taxes owed by Landlord on the Leased Property. The parties acknowledge that the Leased Property is part of a larger, single parcel that includes substantial improvements. The rent shall be based on the land value, exclusive of any improvements, as calculated on a square foot basis.
- 4. Use of Leased Property. Tenant shall use the Leased Property exclusively for parking facilities for the benefit of the public, and for no other purpose without the express prior written consent of Landlord. Tenant will not operate, or permit any

third party to operate, any business of any kind on the Leased Property. No noxious offensive trade or activity shall be carried on the Leased Property at any time. The parties acknowledge that the parking lot is jointly utilized by Landlord and Tenant for parking purposes. Neither party shall have exclusive parking privileges over the parking lot at any time.

5. Operating Costs. Tenant shall pay all operating costs arising out of or associated with the Lease or tenant's use of the Leased Property. Tenant shall, at its expense, repair and maintain the Leased Property as necessary for Tenant's use. Maintenance associated with Landlord's typical use of the Leased Property shall remain the sole responsibility of Landlord.
6. Assignment. Tenant shall not sublet or assign this Lease to any third party without the prior written consent of the Landlord.
7. No Representations or Warranties. The Leased Property is being provided on an as is, where is and with all faults basis. The Landlord makes no warranties, express or implied, as to the Leased Property, including but not limited to, any warranty of power to demise, covenant of quiet enjoyment, condition or tenantability of the Leased Property, or fitness for a particular purpose.
8. Indemnification. To the extent allowed by law, Tenant shall indemnify Landlord from and against any claim, demand, action, cause of action, loss, cost, expense, liability, injury, order, penalty, or damage (including reasonably attorneys' fees, and all costs and expenses of all actions, proceedings, demands assessments, claims and judgment) resulting from or arising out of this Lease or the use of the Leased Property by Tenant or its employees, agents and invitees.
9. Amendments. This Lease may not be amended or changed without the prior written consent of both Landlord and Tenant.
10. Governing Law. This Lease is governed by Minnesota law, without regard to its conflict of laws provisions.
11. Miscellaneous Provisions. Notices under this Lease shall be given by certified mail, return receipt requested, to the parties at the addresses set forth above, or another address designated by such party in writing. Notices shall be deemed received three days after being mailed in the U.S. Mail. No waiver by Landlord of any default by Tenant shall be implied from any omission by Landlord to take any action on account of such default and no express waiver shall affect any default other than the default specified in the express waiver. If any provision of this Lease is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. This lease or a memorandum of it may be recorded by either party hereto with the applicable recorder's office, and each party will execute such

further instruments as necessary to permit the recording of this Lease or a memorandum of it. Nothing in this Lease shall be deemed to be a gift or dedication of any portion of the Leased Property to the general public or for any public purpose whatsoever. The parties agree that any ambiguity in this instrument shall not be construed against the drafter as a default despite any common law rule or precedent to do so.

BRAINERD LAND, LLC

By: _____

Its: _____

CITY OF BRAINERD

By: _____
Edwin L. Menk, Mayor

By: _____
Cassandra Torstenson,
City Administrator

Exhibit A
to Memorial Park Lease

A 3.07 acre parking lot at the northeast corner of the intersection of Q Street N.E. and Mill Avenue, Brainerd, which includes all land contained in that separate portion of the overall parcel referenced in Crow Wing County property records as number 050184203E00009 that lies east of Mill Avenue.





Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Renewal of City Prosecution Agreement with Mallie Law Office

☐ 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: Cassandra Torstenson	Department: Administration
Presenter (Name & Title): City Administrator Torstenson	Estimated Time Needed: 5 Minutes
Summary of Issue: As discussed at the last council meeting, the current prosecution agreement with Mallie Law Office expires on December 31, 2019. In the current contract with Mallie, renewal can be requested one year prior to the expiration date. This request has been received. The revisions from the draft contract you received at the December 3rd council meeting are noted in red.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve the attached Prosecution Agreement with Mallie Law Office, P.A., and authorize the execution of the document.	
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>	

PROSECUTION AGREEMENT

This Prosecution Agreement is entered into by and between the City of Brainerd, a Minnesota municipal corporation, and Mallie Law Office, P.A., a Minnesota professional corporation ("Prosecutor").

WHEREAS, the City of Brainerd is desirous of having the Prosecutor provide prosecution services for Brainerd for petty misdemeanor, misdemeanor and applicable gross misdemeanor offenses arising out of its jurisdiction, as more fully set forth below; and

WHEREAS, as part of this Agreement, Prosecutor will also provide those same prosecution services for the Cities of Baxter and Nisswa, in accordance with a joint powers agreement between the three cities; and

WHEREAS, the Prosecutor is willing to provide such prosecution services.

NOW, THEREFORE, pursuant to the mutual agreement between the City of Brainerd and Mallie Law Office P.A., both parties agree as follows:

I

TERM OF AGREEMENT

That said Agreement shall be effective commencing on January 1, 2020 and shall continue through December 31, 2022.

II

COMPENSATION AND FEES

The Prosecutor agrees to provide prosecution services pursuant to the following arrangement:

Fee:	\$14,973.44 per month <u>The 2019 annual rate</u> + <u>annual</u> percentage increases agreed to in Section III.
Hourly Rate:	\$125 per hour for services provided outside of the services contemplated herein. Approval of services where the hourly fee is proposed to be charged requires prior approval by the City Administrator of the City for whom services are rendered.
Postage:	City to provide reimbursement for reasonable and necessary postage for mailings associated with cases involving criminal prosecution.
Westlaw:	City to provide basic Westlaw services for legal research necessary for prosecution.
Docutech:	City to provide reimbursement for costs associated with Docutech Software use involving criminal prosecution.

III

COMPENSATION ADJUSTMENTS

Future pay increases to the Prosecutor shall be based on the Consumer Price Index (CPI), Midwest region, and shall fall within a range of 1-3%, with 1% being the minimum increase and 3% being the maximum increase in a given year. The CPI shall be determined from July 1 – June 30 of the preceding year, with the increase being effective on January 1st of the following year.

IV

ANNUAL REPORTING

~~Beginning in 2019, The the~~ Prosecutor will provide the City of Brainerd an annual Case Load Summary on or before November 15th for the previous period of July 1 through June 30, ~~the contents of which will be determined by the City of Brainerd in consultation with Baxter and Nisswa.~~

V

PROSECUTION SERVICES

The services to be provided by the Prosecutor are for prosecution of petty misdemeanors, misdemeanors, DAC-IPS (Driving After Cancellation – Inimical to Public Safety) actions, theft cases between \$500 and \$1,000, theft cases designated as gross misdemeanors involving receipt of stolen property, check forgery, financial transaction card fraud, school bus stop arm violations, no insurance charges, and gross misdemeanors for DUI offenses, that occur within the jurisdictional limits of Brainerd, Baxter and Nisswa.

VI

INSURANCE

The Prosecutor shall obtain, at its own expense, malpractice insurance with a minimum of \$1,000,000 in coverage, and shall provide proof of coverage to Brainerd upon request. The Prosecutor shall also provide its own auto insurance, worker's compensation insurance, and any other coverage it deems necessary. Mallie Law Office, P.A., acknowledges that, as an independent contractor, neither it nor its employees are covered by any insurance obtained by Brainerd, Baxter or Nisswa.

VII

RENEWAL CLAUSE

This Agreement may be renewed every three years . Said renewal is contingent upon both the Prosecutor and the City of Brainerd issuing a written notice of intent to renew to the other party at least six months before the expiration of the then current term.

VIII

TERMINATION

The Agreement ~~may be terminated by either party prior to the end of a term without cause by providing the other party with a written notice 6 months in advance of the termination date shall terminate upon the occurrence of any of the following: (1) the death of Mr. Mallie; (2) Mr. Mallie's~~

inability to carry on his practice due to disability; (3) the suspension or termination of Mr. Mallie's license to practice law; (4) Mr. Mallie's retirement from the practice of law; or (5) dissolution of Mallie Law Office, P.A. for any reason.

Approved:

CITY OF BRAINERD

EDWIN L. MENK
Mayor

MALLIE LAW OFFICE P.A.
Matthew R. Mallie, Attorney at Law

CASSANDRA TORSTENSON
City Administrator

Stephanie Bestul

From: Jeff V. Czczok
Sent: Friday, December 7, 2018 11:32 AM
To: Stephanie Bestul
Subject: {external} Completed application for Charter Commission

Hi Stephanie,
Please let me know if submitting the form using this method is OK and also if there's anything else you require.

Thanks much, Jeff



City of Brainerd
Commission/Committee/Board Application
Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for: Charter Commission
Date: December 7, 2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

***Name: Last: Czczok First: Jeff M.I. V**

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

I want to serve a second term.

What skills, strengths, or abilities do you believe you will add to the organization?

I promote public participation in local government and do my utmost to uphold the Open Meeting Law.

***Please refer to the "Meeting Dates and Time" for your desired Committee; are you**

able to commit to ____s schedule? Yes

*** After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:**

I don't have any conflicts.

Please list any additional comments:

***Required Information**



City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

RECEIVED

NOV 27 2018

Commission/Committee/Board Applying for Charter Comm. Date: 11/23/2018

CITY OF BRAINERD
ADMINISTRATION

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Burton First Janet M.I. E

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

To take an active part for responsible City of
Brainerd government.

What skills, strengths, or abilities do you believe you will add to the organization?

A background in business, finance and commercial
property ownership. As a former 9-yr. board member, I
have a thorough comprehension of by-laws, rules and obligations

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

Janet E. Burton 11/27/2018
(Signature) (Date)

***Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Brainerd HRA Board Date: 11/18/2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Kent First Rebekah M.I. L

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?
I would like to serve on the Brainerd HRA Board in order to give back to the community. It is an opportunity to ensure that there is quality housing for everyone in Brainerd.

What skills, strengths, or abilities do you believe you will add to the organization?
I have been on several boards of directors, I have reported to boards of directors, I understand contracts and bidding processes, and I participate in the strategic planning processes with the city and school district.

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

Conflict of interest statement: I work for Central Lakes College and my husband and I own The Tech Physician web design and computer repair/handyman business.

Rebekah Kent
(Signature)

11/18/18
(Date)

*Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401

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NOV 30 2018

**CITY OF BRAINERD
ADMINISTRATION**



RECEIVED

City of Brainerd
Commission/Committee/Board Application Form

NOV 09 2018

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Brainerd Public Library Board Date: 11-9-18 CITY OF BRAINERD ADMINISTRATION

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

* Name: Last Strobel First Karen M.I. A.

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

To help the Library and make it the best library it can be for everyone.

What skills, strengths, or abilities do you believe you will add to the organization?

Willing to help with projects or events
friendly, sociable. hard working

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

yes

Please list any additional comments:

Karen A. Strobel 11-9-18
(Signature) (Date)

*** Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for PARK BOARD Date: OCT. 26. 2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last YEAGER First KEVIN M.I. A.

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

I HAVE A DEEP ROOTED PASSION FOR THE BETTERMENT OF OUR CITY.

What skills, strengths, or abilities do you believe you will add to the organization?

I HAVE A STRONG BACK GROUND IN BRAINERD SPORTS, PARKS AND VOLUNTEER PROGRAMS. I AM AN ADVOCATE FOR OUR CITY, ITS PEOPLE AND PUBLIC SPACES.

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? YES.

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

NONE.

Please list any additional comments:

Kevin A. Yeager
(Signature)

OCT. 26. 2018
(Date)

*Required Information

Submit completed application forms via one of the following options:

email: chillman@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401

RECEIVED

OCT 26 2018

CITY OF BRAINERD
ADMINISTRATION



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Public Utilities Date: 11/27/18

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Johnson First Thaddeus M.I. F

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?
Current commissioner Mike Angland suggested I apply. I am a CPA in Brainerd with experience preparing and interpreting financial statements and related information. I was born and raised in the Brainerd area and have served on various nonprofit boards.

What skills, strengths, or abilities do you believe you will add to the organization?
I have the ability to interpret financial statements, read/prepare budgets; have experience with cash flow planning, fixed asset schedule maintenance for planning repairs and major additions; and can help bring a "numbers mind" to the commission. I am a partner CPA at B Johnson Associates, Ltd.

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

Thank you for your consideration. In full disclosure, my brother Gabe Johnson is currently serving as a Brainerd City councilman.


(Signature) 12/3/18
(Date)

*Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us fax: 218-828-2316
Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

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NOV 29 2018

Commission/Committee/Board Applying for Rental Dwelling License BOA Date: 11/28/2018
CITY OF BRAINERD
ADMINISTRATION

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

* Name: Last Duval First Michael M.I. C

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?
I am a residential property manager with rental property in the City. You are seeking two property manager representatives to seat on this board.

What skills, strengths, or abilities do you believe you will add to the organization?
I am sole member of a registered Minnesota limited liability company. I have managed rental properties in the City of Brainerd for over six years. I have good communication and interpersonal skills, and I work or have worked on several decision-making teams and in leadership positions.

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Meetings appear to be ad hoc - yes, I can commit assuming reasonable advance notice

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

I have most recently served as a Citizen Advisor to the former Thirty Lakes Watershed District, providing technical guidance to the Board on lake management, water quality, and development issues. I have also previously served as President of the Minnesota Chapter of the American Fisheries Society and have a solid understanding of Roberts Rules of Order and running effective meetings. I have a 32-year career history in public service including in a regulatory role.

Michael C Duval 11/28/2018
(Signature) (Date)

*** Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us **fax:** 218-828-2316
Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Rental License Board

Date: 11/26/18

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last FARLE First Richard M.I. _____

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

CLEAN UP RENTALS

What skills, strengths, or abilities do you believe you will add to the organization?

KNOWLEDGE OF CODE

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? YES

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

I WOULD HAVE TO RECUSE MYSELF IF ONE OF MY PROPERTIES INVOLVED

Please list any additional comments:

[Signature]
(Signature)

11/26/18
(Date)

* Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

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Commission/Committee/Board Applying for Brainerd Dwelling License Board Date: 12/7/2018

DEC 11 2018

This application is public data pursuant to M.S. 13.43

CITY OF BRAINERD
ADMINISTRATION

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

* Name: Last Zetah First Rachel M.I. L

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?
To be a voice for the residents of Brainerd and to make Brainerd a place people want to live in

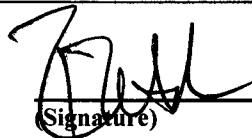
What skills, strengths, or abilities do you believe you will add to the organization?

I have good insight to area rentals and housing needs of the residents. I would like the opportunity to continue my seat on the committee.

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:


(Signature)

12/11/18
(Date)

*** Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

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DEC 11 2013

CITY OF BRAINERD
ADMINISTRATION

Commission/Committee/Board Applying for Transportation Advisory Committee Date: 12/7/2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Zetah First Rachel M.I. L

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

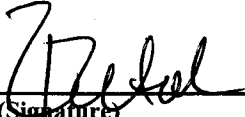
Why do you want to be on the Commission/Committee/Board you are applying for?
Assist residents of Brainerd and Crow Wing with transportation needs and bring in new ideas for efficiency and utilization.

What skills, strengths, or abilities do you believe you will add to the organization?
I have the ability to look long-term and assess community needs. I have a strong understanding of the community needs regarding transportation and would like the opportunity to continue my seat on the committee.

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:


(Signature)

12/11/18
(Date)

***Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Transportation Date: 12-11-2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Keep First Mary M.I. A

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

New provider this year and other
new challenges. I have experience on this
comm. and work for great service - at good cost
What skills, strengths, or abilities do you believe you will add to the organization?

EXPERIENCE - UNDERSTAND ISSUE
work well with Andy - read all info
and history with comm.

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed: None

Please list any additional comments:

I am very familiar with state
requirements also - and careful to
that your investment. I look for
good service - good price

Mary Keep
(Signature) (Date)

*Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401

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CITY OF BRAINERD
ADMINISTRATION



City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

RECEIVED

NOV 19 2018

Commission/Committee/Board Applying for Airport Commission Date: 11/9/18 CITY OF BRAINERD
ADMINISTRATION

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Headley First Staci M.I. E

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

By being a member of the Airport Commission I hope to further the success of the organization by doing my part to assist in the successful implementation of the airport's policies that ensure quality aviation. What skills, strengths, or abilities do you believe you will add to the organization? Related services are provided. With over 6 years of experience on various boards & committees I bring excellent communication, interpersonal & conflict resolution skills to the Commission. Current committees include: Brainerd Planning Commission (Chairman 2017 + 2018), Comprehensive Plan Steering Committee & Crow Wing County Beyond the Yellow Ribbon (Chairman since 2013).

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed: na

Please list any additional comments:

I have an appreciation for the history of the city as well as a vested interest for the future success of the city. I would thoroughly enjoy the opportunity to share my knowledge, energy & expertise as the City continues to grow & thrive in the changing economy & demographics.

Staci Headley 11/9/18
(Signature) (Date)

*Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



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NOV 29 2018

CITY OF BRAINERD
ADMINISTRATION

City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Planning Commission Date: 11/28/2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

* Name: Last Duval First Michael M.I. C

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

I have an interest in guiding the orderly development of the city consistent with the city's zoning ordinance and comprehensive plan.

What skills, strengths, or abilities do you believe you will add to the organization?

I have been involved in the comprehensive plan update, I have professional background in interpreting statewide shoreland standards, I have technical training in natural resources, I have good communication and interpersonal skills, and I work or have worked on several decision-making teams and in leadership positions.

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? 3rd Wednesday of month, 6 pm - yes, I can commit to that

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

OWN MULTIPLE PROPERTIES IN CITY INCLUDING RENTALS

Please list any additional comments:

I have most recently served as a Citizen Advisor to the former Thirty Lakes Watershed District, providing technical guidance to the Board on lake management, water quality, and development issues. I have also previously served as President of the Minnesota Chapter of the American Fisheries Society and have a solid understanding of Roberts Rules of Order and running effective meetings. I have a 32-year career history in public service including in a regulatory role.

Michael C Duval 11/28/2018
(Signature) (Date)

*** Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd
Commission/Committee/Board Application Form **RECEIVED**

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Civil Service Commission Date: 11/12/2018

NOV 15 2018

This application is public data pursuant to M.S. 13.43

CITY OF BRAINERD
ADMINISTRATION

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last Gray First Cathy M.I. L

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

I believe in a strong Police and Fire Department.

I want to work with the City to provide the best candidates and help solve issues that arise.

I have served 1 year and feel that I can be a useful voice on the commission.

What skills, strengths, or abilities do you believe you will add to the organization?

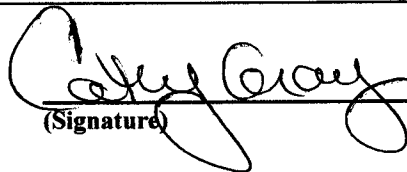
I am organized, detail oriented and intelligent. I am computer savvy and see the need for technologies that assist our departments be the best they can be.

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? I have the flexibility to make meeting times and assist as needed.

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

I have been volunteering with Habitat for Humanity over the last year and see the need for improved housing to reduce domestic conflicts and fires in poor housing..


(Signature)

11/15/18
(Date)

***Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: 2019 Levy and Budget

☐ 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: 10 Minutes
Summary of Issue: The final levy for the City and HRA needs to be certified to the County by December 28, 2018. The budget needs to be adopted by the end of the year. The attached memo explains the resolution and the budgets for 2019 are attached as well.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Two separate actions are needed: 1. Adopt a resolution setting the City and HRA levies for 2019. 2. Adopt a motion setting the 2019 budgets as presented.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO



TO: Mayor and Council
FROM: Finance Director Connie Hillman
DATE: December 13, 2018
RE: 2019 Levy and Budget

2019 Levy:

The 2019 preliminary levy was set at \$5,895,572, a 6% increase over the 2018 levy. The final levy can be lower but cannot be higher. Attached is a draft resolution for the Council to adopt. The amount of the City's levy is blank, and the amount listed for the HRA is the maximum allowed by statute that was adopted with the preliminary levy.

Below is a chart to help Council determine the amount to put in the resolution for the City's levy:

	Levy Amount	New Dollars	Estimated Tax Rate
2018	\$ 5,561,860		77.420%
0% Increase	5,561,860	-	75.586%
1%	5,617,479	55,619	76.343%
2%	5,673,097	111,237	77.101%
2.8%	5,717,592	155,732	77.707%
3%	5,728,716	166,856	77.858%
4%	5,784,334	222,474	78.615%
5%	5,839,953	278,093	79.373%
6%	\$ 5,895,572	333,712	80.130%

As presented at the budget hearing on December 10th and throughout the budget workshops, any change in the levy from 2018 will be an additional amount to be able to go towards facilities **in 2019**.

"In 2019" was emphasized because that is what a change in the levy means for 2019 only. A goal of any City is to keep the levy amount at a gradual increase and to avoid peaks and valleys. If a debt issue would not have ended in 2018, and/or if the last year's Council wouldn't have levied a 3.5% increase in preparation of the results of the compensation and facility studies, the budget for 2019 would look much different than the recap below:

2019 Budget/Levy Summary - As of 12/10/18		
Net Surplus/(Deficit) Operating	\$	(333,688)
Net Other Levies		(27,270)
Change in Debt Levy		336,036
Change in Capital Equipment Levy		347,134
Amount Available for Facilities		\$ 322,212
4% Increase in Levy		\$ 222,474
Estimated Amount Available to Address Facility Needs		\$ 544,686

We don't know what future years will hold. A budget is an estimate of costs, revenues, and resources over a specified period, reflecting a reading of future financial conditions and goals (from businessdictionary.com). As challenging as a one-year budget is to prepare, it is helpful to look at additional years in hopes of being able to maintain an even levy increase. Staff is making strides towards multi-year budgeting, i.e. the 30-year capital plan. The goal is to be able to provide Council with the more information to make the most informed decisions.

For every percentage reduction to the levy, it is estimated to save:

- A residential property homeowner with a \$120,000 estimated market value, approximately \$7.08 a year in City taxes – assuming no change in market value from 2018.
- A commercial property owner with a \$363,500 estimated market value, approximately \$49.42 a year in City taxes – assuming no change in market value from 2018.

2019 Budget:

At the 11/26/18 budget workshop the amount available to address facility needs was \$767,695 and at the budget hearing the amount was \$544,686. The reason for the difference is:

- The 11/26 information was using a 6% change in the levy, the budget hearing was using a 4% increase in the levy.
- After the 11/26 meeting, the personnel budget was updated to have 26 sworn officers by the end of 2019.
- Increased the estimate slightly for the union contract settlements.

- Updated other estimates like work comp for estimated experience modification adjustments.

Following the draft resolution, you will find proposed budgets for the Working Funds as well as additional funds that the City has historically officially adopted a budget. The budgets are:

- Working Funds (General, Public Safety, Parks and Streets)
- Capital Equipment Fund
- Transit Fund
- Library Fund
- Recycling Fund – the recycling fund accounts for the SCORE funds that we receive from Crow Wing County that is 100% paid to the haulers, and for the used oil recycling facility. We will want to have a discussion during the year, if the City is willing to supplement the used oil facility.
- Parking Lot Fund – The Council will need to discuss fees in the up coming year to address the fund running an operating deficit for the past few years.
- Permanent Improvement Fund
- Mayor's Contingency Fund
- Hydrant Rental & Electric Current Fund
- EDA Fund – the budget represents the EDA Boards actions at their 12/6/18 meeting
- Sanitary Sewer Fund
- Storm Sewer Fund

If you have any questions before the meeting, please contact us.

RESOLUTION
NO. __:18

WHEREAS, the Brainerd City Council is required to set a Final Levy by December 28, 2018; and

WHEREAS, the Brainerd City Council held its first Budget Workshop on August 27, 2018 and subsequent workshops on September 10, 2018, October 24, 2018, November 13, 2018 and November 26, 2018 and a public hearing on December 10, 2018; and

WHEREAS, the Brainerd City Council, during the Special Meeting, discussed the overall budget process, the overall expenditures and the debt service of the City;

NOW, THEREFORE BE IT RESOLVED by the City of Brainerd, County of Crow Wing, State of Minnesota that the following sums are the levy for the taxes payable in the year 2019:

\$_____ plus \$126,888 for the HRA.

Adopted this ____ day of December, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of December, 2018

EDWIN L. MENK
Mayor

ATTEST:_____
CASSANDRA TORSTENSON
City Administrator

WORKING FUNDS

(General, Public Safety, Parks, & Streets)

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	2,078,595	2,332,994	2,674,021
Other Taxes	289,138	258,450	265,500
Intergovernmental	4,639,521	4,756,637	4,862,007
Charges for Services	884,550	877,027	906,459
Licenses & Permits	391,487	330,320	492,015
Fines & Forfeits	175,813	155,000	148,000
Special Assessments	46,971	30,800	39,400
Interest	10,759	8,000	10,000
Other Revenue	886,766	852,942	916,683
Total Revenues	9,403,600	9,602,170	10,314,085
Expenditures			
General Government	2,134,642	2,341,655	2,660,836
Police	3,293,376	3,529,880	3,786,840
Fire	1,001,259	1,047,566	1,050,505
Misdemeanor Prosecutor	190,689	192,940	192,940
Animal Control	58,191	71,860	71,860
Parks - all programs	1,037,069	1,095,774	1,126,444
Streets	908,303	966,266	1,009,696
Total Expenditures	8,623,529	9,245,941	9,899,121
Other Sources (Uses)			
Transfer In (Out)	(752,616)	(371,229)	(399,964)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	(752,616)	(371,229)	(399,964)
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	27,456	(15,000)	15,000
Fund Balance - Jan 1st	3,518,940	3,546,395	3,531,395
Fund Balance - Dec 31st	3,546,395	3,531,395	3,546,395

CAPITAL EQUIPMENT (Excludes Fire)

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	424,041	847,134	500,000
Other Taxes	9,083	-	-
Other Revenue	10,809	-	-
Total Revenues	<u>443,933</u>	<u>847,134</u>	<u>500,000</u>
Expenditures			
Capital	359,934	1,333,640	1,037,700
Total Expenditures	<u>359,934</u>	<u>1,333,640</u>	<u>1,037,700</u>
Other Sources (Uses)			
Bond Proceeds	-	676,000	-
Bond Issuance Costs	-	-	-
Transfer In (Out)	322,502	82,000	35,000
Other Sources (Uses)	30,692	87,500	31,600
Total Other Sources (Uses)	<u>353,194</u>	<u>845,500</u>	<u>66,600</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>437,193</u>	<u>358,994</u>	<u>(471,100)</u>
Fund Balance - Jan 1st	831,600	1,268,793	1,627,787
Fund Balance - Dec 31st	1,268,793	1,627,787	1,156,687

CAPITAL EQUIPMENT EXPENDITURE DETAIL (Excludes Fire)

City Hall-General		
Water tower		100,000
Office Furniture		5,000
Signs		500
Finance		
New Software		215,000
Engineering		
Survey Tool		1,500
IT		
Server Replacement		14,000
Firewall/Router/Network Switch		20,000
Police		
Leased Squads Build Up		63,000
Community Development		
Comp Plan		5,000
Civil Defense		
Generator - NE Station		52,000
Parks		
Trailer		4,000
Mower/Mulcher		2,200
Mower		40,000
Gregory Park Warming House		220,000
Scoreboard		15,000
Northtown Playground		30,000
Streets		
Sprayer w/ trailer		8,000
Plow Truck		240,000
Arrow Board		2,500
GRAND TOTAL		1,037,700

TRANSIT FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	-	-	-
Grants & Aids	859,525	964,100	1,026,120
Intergovernmental	10,418	17,148	15,000
Charges for Services	154,027	157,764	183,218
Other Revenue	1,900	-	-
Total Revenues	<u>1,025,870</u>	<u>1,139,012</u>	<u>1,224,338</u>
Expenditures			
Personnel Services	91,251	97,651	101,930
Supplies	77,925	92,223	112,459
Services	838,292	868,138	924,949
Capital	158,194	81,000	85,000
Total Expenditures	<u>1,165,662</u>	<u>1,139,012</u>	<u>1,224,338</u>
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	5,704	-	-
Total Other Sources (Uses)	<u>5,704</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>(134,088)</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	254,756	120,668	120,668
Fund Balance - Dec 31st	120,668	120,668	120,668

LIBRARY FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	142,227	147,416	150,364
Other Taxes	1,508	3,000	3,000
Interest	1,288	-	-
Contributions & Donations	57,014	-	-
Other Revenue	4,844	75	136
Total Revenues	206,881	150,491	153,500
Expenditures			
Supplies	5,309	7,400	7,596
Services	181,500	137,091	139,904
Capital	-	6,000	6,000
Total Expenditures	186,809	150,491	153,500
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	-	-	-
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	20,072	-	-
Fund Balance - Jan 1st	203,509	223,581	223,581
Fund Balance - Dec 31st	223,581	223,581	223,581

RECYCLING FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	-	-	-
Intergovernmental	61,600	44,150	16,000
Used Oil Revenue	455	600	600
Other Revenue	109	-	-
Total Revenues	<u>62,164</u>	<u>44,750</u>	<u>16,600</u>
Expenditures			
Services	61,600	44,150	16,000
Used Oil Expenditures	1,401	1,800	1,000
Other	626	660	700
Total Expenditures	<u>63,627</u>	<u>46,610</u>	<u>17,700</u>
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>(1,463)</u>	<u>(1,860)</u>	<u>(1,100)</u>
Fund Balance - Jan 1st	4,699	3,236	1,376
Fund Balance - Dec 31st	3,236	1,376	276

PARKING LOT FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	-	-	-
Charges for Services	26,470	25,000	25,000
Other Revenue	84	-	-
Total Revenues	<u>26,554</u>	<u>25,000</u>	<u>25,000</u>
Expenditures			
Personnel Services	-	4,055	4,055
Supplies	-	100	100
Services	14,186	16,498	16,889
Capital	-	-	-
Total Expenditures	<u>14,186</u>	<u>20,653</u>	<u>21,044</u>
Other Sources (Uses)			
Transfer In (Out)	(12,749)	(10,000)	(10,000)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(12,749)</u>	<u>(10,000)</u>	<u>(10,000)</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>(381)</u>	<u>(5,653)</u>	<u>(6,044)</u>
Fund Balance - Jan 1st	14,333	13,952	8,299
Fund Balance - Dec 31st	13,952	8,299	2,255

PERMANENT IMPROVEMENT FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	328,736	340,838	350,706
Other Taxes	3,482	-	-
Total Revenues	<u>332,218</u>	<u>340,838</u>	<u>350,706</u>
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	-	-	-
Capital	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Other Sources (Uses)			
Transfer In (Out)	(331,103)	(340,838)	(350,706)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(331,103)</u>	<u>(340,838)</u>	<u>(350,706)</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>1,115</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	4,941	6,056	6,056
Fund Balance - Dec 31st	6,056	6,056	6,056

MAYOR'S CONTINGENCY FUND

Mayor's Contingency Fund

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	-	-	-
Other Taxes	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Personnel Services	-	-	-
Supplies	2,716	2,500	2,500
Services	-	-	-
Capital	-	-	-
Total Expenditures	<u>2,716</u>	<u>2,500</u>	<u>2,500</u>
Other Sources (Uses)			
Transfer In (Out)	2,500	2,500	2,500
Other Sources (Uses)	(1,454)	-	-
Total Other Sources (Uses)	<u>1,046</u>	<u>2,500</u>	<u>2,500</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>(1,670)</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	1,670	-	-
Fund Balance - Dec 31st	-	-	-

HYDRANT RENTAL & ELECTRIC CURRENT FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	164,364	170,419	175,353
Other Taxes	1,741	-	-
Brainerd Public Utilities Sale Allocation	672,823	673,724	733,030
Total Revenues	838,928	844,143	908,383
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	-	-	-
Capital	-	-	-
Total Expenditures	-	-	-
Other Sources (Uses)			
Transfer In (Out)	(838,371)	(844,143)	(908,383)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	(838,371)	(844,143)	(908,383)
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	557	-	-
Fund Balance - Jan 1st	2,471	3,028	3,028
Fund Balance - Dec 31st	3,028	3,028	3,028

EDA FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues			
Property Taxes	117,665	122,223	124,351
Other Taxes	1,248	-	-
Interest	188	100	100
Other Revenues	-	-	-
Total Revenues	<u>119,101</u>	<u>122,323</u>	<u>124,451</u>
Expenditures			
Personnel Services	27,067	32,845	37,305
Supplies	-	-	-
Services	83,001	83,477	84,475
Total Expenditures	<u>110,068</u>	<u>116,322</u>	<u>121,780</u>
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (under)			
Expenditures and Other Sources (Uses)	<u>9,033</u>	<u>6,001</u>	<u>2,671</u>
Fund Balance - Jan 1st	17,934	26,967	32,968
Fund Balance - Dec 31st	26,967	32,968	35,639

SANITARY SEWER ENTERPRISE FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Operating Revenues			
Charges for Services	567,740	570,900	600,000
Other Revenue	-	-	59,000
Total Revenues	<u>567,740</u>	<u>570,900</u>	<u>659,000</u>
Operating Expenditures			
Salaries and Benefits	170,020	194,513	190,349
Professional Services	-	33,000	-
Repairs and Maintenance	46,682	25,000	25,500
Insurance	5,743	5,744	5,614
Lease Payments	-	-	5,242
Depreciation	387,321	290,000	400,000
Materials and Supplies	8,178	9,300	9,800
Miscellaneous	1,951	1,500	2,000
Total Operating Expenses	<u>619,895</u>	<u>559,057</u>	<u>638,505</u>
Operating Income (Loss)	<u>(52,155)</u>	<u>11,843</u>	<u>20,495</u>
Nonoperating Revenues (Expenses)			
Interest Income	158	-	-
Interest Expense and Fiscal Charges	(21,609)	(144,838)	(150,994)
Total Nonoperating Revenue (Exp.)	<u>(21,451)</u>	<u>(144,838)</u>	<u>(150,994)</u>
Change in Net Position Before Transfers	<u>(73,606)</u>	<u>(132,995)</u>	<u>(130,499)</u>
Transfers In (Out)	-	-	-
Contributed Capital	584,488	-	-
Sale of Asset	-	70,000	1,500
Revenue from Other Governments	199,001	185,000	200,000
Change in Net Position	<u>709,883</u>	<u>122,005</u>	<u>71,001</u>
Net Position- Beginning of Year, Restated	6,555,990	7,265,873	7,387,878
Net Position - End of Year	7,265,873	7,387,878	7,458,879

STORM SEWER ENTERPRISE FUND

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Operating Revenues			
Charges for Services	356,352	378,700	375,000
Other Revenue	56,262	-	188,000
Total Revenues	<u>412,614</u>	<u>378,700</u>	<u>563,000</u>
Operating Expenditures			
Salaries and Benefits	59,657	54,510	53,949
Professional Services	-	1,000	-
Repairs and Maintenance	72,681	2,500	78,500
Insurance	2,870	2,872	2,807
Depreciation	244,316	250,000	250,000
Materials and Supplies	-	-	-
Miscellaneous	2,004	1,500	1,500
Total Operating Expenses	<u>381,528</u>	<u>312,382</u>	<u>386,756</u>
Operating Income (Loss)	<u>31,086</u>	<u>66,318</u>	<u>176,244</u>
Nonoperating Revenues (Expenses)			
Interest Income	-	-	-
Interest Expense and Fiscal Charges	(9,821)	(12,038)	(9,788)
Total Nonoperating Revenue (Exp.)	<u>(9,821)</u>	<u>(12,038)</u>	<u>(9,788)</u>
Change in Net Position Before Transfers	<u>21,265</u>	<u>54,280</u>	<u>166,456</u>
Transfers In (Out)	-	-	-
Revenue from Other Governments	-	-	-
Change in Net Position	<u><u>21,265</u></u>	<u><u>54,280</u></u>	<u><u>166,456</u></u>
Net Position- Beginning of Year, Restated	5,743,146	5,764,411	5,818,691
Net Position - End of Year	5,764,411	5,818,691	5,985,147



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Grant Agreement with State and City (Northeast Brainerd)

☐ 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 grant agreement with the State of Minnesota (DEED) for the SCDP Grant for NE Brainerd. Also attached is the proposed Administrative Contract with the Brainerd HRA to administer the grant for the City, as well as procedural guidelines that need to be approved by the Council for that grant.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: 1. Approve and authorize signatures on the grant agreement CDAP-17-0019-O-FY18 2. Approve and authorize signatures on the Administrative Contract with the Brainerd HRA 3. Approve the procedural guidelines for Commercial, Owner Occupied Housing and Renter Occupied Housing Rehabilitation Guidelines.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

STATE OF MINNESOTA
DUNS NO. 804832640
GRANT CONTRACT NO. CDAP-17-0019-O-FY18

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401, Federal Tax Identification number: 41-6005001 ("GRANTEE").

Recitals

1. Under Minn. Stat. 116J.401 the State is empowered to enter into this grant.
2. The State is in need of units of local government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300.
3. The funds are intended to provide grant funds for eligible SCDP activities.
4. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract to the satisfaction of the State.

Grant Contract

1 Terms of Grant Contract

1.1 Effective date June 27, 2018, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. Per 24 CFR 570.489 the Grantee may receive reimbursement for approved expenses that occurred prior to the execution of this grant contract.

1.2 Expiration date September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

2 Grantee's Duties

2.1 Duties, Deliverables, and Completion Dates. The Grantee, who is not a state employee, will: Comply with required grants management policies and procedures set forth.

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

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

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

2.2 Provisions for Contracts and Sub-grants.

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

define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable.

(b) Ineligible Use of Grant Funds. (Not applicable to SCDP) The dollars awarded under this grant agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.

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

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

3 Time

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

4 Compensation and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMH	14A	Res. Owner Rehab.	10	10	10	\$200,000	\$153,000	\$353,000
LMH	14B	Rental-Mixed Use	9	9	9	\$112,500	\$42,750	\$155,250
LMH	14B	Rental Rehab - Duplex	2	2	2	\$25,000	\$9,500	\$34,500
LMH	14B	Rental Rehab - Multifamily	6	6	6	\$60,000	\$22,800	\$82,800
LMH	14B	Rental Rehab - Single Family	6	6	6	\$120,000	\$47,500	\$167,500
SBA	14E	Commercial Rehab	1	1	1	\$40,000	\$20,000	\$60,000
	21A	Administration				\$80,838	\$5,000	\$85,838
		Totals				\$638,338	\$300,550	\$938,888

(b) Travel Expense (does not apply to SCDP)

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan"

promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$638,338**.

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

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

4.2 Payment

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

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

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

(b) Federal Funds. Payments under this grant contract will be made from federal funds obtained by the State through CFDA number 14.228, Title 1 of the Housing and Urban Development Act of 1974. Federal Award number B-17-DC-27-0001. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

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

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

(c) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements. Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made

either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Andrew Barbes, Grants Specialist, 1st National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7460, Andrew.Barbes@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Project Director is John Schommer, Rehab Coordinator, Brainerd HRA, 324 East River Road, Brainerd, MN 56401, (218) 824-3232, john@brainerdhra.org or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

7.2 Amendments. Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

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

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, and the General Accounting Office of the U.S. Department of Housing and Urban Development as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Accounting methods must be in accordance with generally accepted accounting principles.

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

10 Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

- a) The STATE owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the STATE and all such documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United STATES Copyright Act will be deemed to be "works made for hire." The GRANTEE assigns all right, title, and interest it may have in the works and the documents to the STATE. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the works and documents.
- b) Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE including its employees and subcontractors, in the performance of this Contract, the GRANTEE will immediately give the STATE's Authorized Representative written notice thereof, and must promptly furnish the STATE's Authorized Representative with complete information and/or disclosure thereon.
- c) The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the STATE, and that neither GRANTEE nor its employees,

agents, or subcontractors retain any interest in and to the works and documents. The GRANTEE represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE must, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

14.2 Termination for Cause. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

- (a) Funding for Grant No. **CDAP-17-0019-O-FY18** is withdrawn by Department of Employment and Economic Development.
- (b) It does not obtain funding from the Minnesota Legislature [State Grant Funds Only]
- (c) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any

services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 In the event of cancellation. In the event of any cancellation under this provision, the GRANTEE shall cooperate fully with the STATE and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the STATE or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract, subjecting GRANTEE to liability for all damages incurred by the STATE resulting from such breach.

15 Data Disclosure

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

16 Conflicts of Interest-Application Submittal

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat. § 16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify the STATE for appropriate action steps to be taken, as defined above.

The GRANTEE must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

17 Uniform Relocation Assistance and Real Property Acquisition Policies Act

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

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

18 Assessments

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

19 Debarment and Suspension Certification

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

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

20 Conflict of Interest Screening

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

21 Federal Environmental Standards

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

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

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

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

23 Prohibition of Excessive Force Policy

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

24 Residential Anti-displacement and Relocation Assistance Plan

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

25 Fair Housing

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

26 Policies and Procedures

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

27 Federal Labor Standards

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For

projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

28 Use of Out of State Contractors

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

- A. Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or
- B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

29 Reporting

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

30 Program Income

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

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

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

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

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

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

Refer to SCDP A-Z Guide for additional information.

31 Procurement

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

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

32 Equal Employment & Section 3

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

33 Public Hearing

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

34 Record Retention

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

35 Bid Specifications

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

36 Rental Development Agreement

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

37 National Objectives

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

38 Lead Based Paint

For activities that involve the renovation of housing, the Grantee will follow the DEED lead policy.

39 Monitoring

The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the

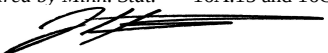
Sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- (a) Reviewing financial and programmatic reports required by the pass-through entity.
- (b) Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 Management decision.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  _____

Date: 11/19/18

3. STATE AGENCY

By: _____

Title: _____

Date: _____

SWIFT Contract/PO No(s). 150337 PR 42562 PO 3-356987

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

ADMINISTRATIVE CONTRACT WITH BRAINERD HRA

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

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

- I. The term of this contract is for the period beginning 12-??-2018 and ending 06-??-2021.
- II. In consideration of financial reimbursement to be more specifically described below, the HRA agrees to act as administering Agent for the CITY on the Minnesota Small Cities Development Program Grant for which the CITY will receive monies from the state of Minnesota.
- III. As the Administering Agent for the above described grant, the HRA agrees to perform all tasks enumerated below in a manner which will meet or exceed the terms and conditions imposed upon the CITY in the small cities Development Program Grant agreement dated the 27th day of June, 2018, copies of which are attached as exhibit A.
 - A. Citizens participation. Comply with all state and federal regulations relating to this contract will be complied with.
 - B. Compliance with Federal Regulations. All Federal regulations relating to this contract will be complied with.
 - C. Project Planning. Coordinate the preparation of plans, specifications, contracts and other agreements in a manner consistent with applicable state and federal laws and regulations for all project activities.
 - D. Implementations. The HRA will implement programs authorized under the Small Cities Development Program Grant, within the respective limitations of the grant monies provided and/or in accordance with the state and federal requirements. The specific tasks the HRA will perform for each of the projected categories included in the following:
 1. Initial inspection

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

to individual property owners for rehabilitation purposes. In regard to such mortgages and assignments, the HRA agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the county recorders office.

- V. For the purpose of this contract, the HRA shall be deemed an independent contractor, and not an employee of the CITY. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the CITY; and any and all claims that may or might arise on behalf of any act or admission on the part of said employees or the HRA shall in no way be obligation or responsibility of the CITY.
- VI. It is further agreed that the HRA shall defend and save the CITY harmless from any claims, demands, actions, or causes of action arising out of any act or admission on the part of the HRA, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by the HRA under the terms of this contract.
- VII. The HRA shall not assign any interest in this contract, and shall not transfer any interest in the same, Whether by assignment, subcontract or novation, without the prior written consent of the CITY except for the following; All lead paint risk assessments and clearance testing will be performed by a HRA lead paint certified subcontractor.
- VIII. The HRA specifically agrees to comply with the requirements of 24 CFR 135.20 and to provide such copies of said regulations as may be necessary for the information of parties to contracts required to contain the Section III clause set forth in 24 CFR 135.20.
- IX. Program Income. Regarding program income generated by the rehab program, the HRA will assist the CITY by providing information on SCDP program income but the city will be responsible for meeting requirements during the grant period as well as after the grant close-out. Any program income will be used to meet a federal objective.

- X. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties, attached to the original of this contract.
- XI. The Waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in the respect to any subsequent breach of default of the terms of this contract. The rights and remedies provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.
- XII. This Contract as well as Exhibit A, which is attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
- XIII. The CITY shall have full access to all records relating to the performance of this agreement.
- XIV. In performing the provisions of this contract, the HRA agrees to comply with all Federal, State and Local laws, and all applicable rules, regulations, or standards established by any agency of such governmental units, which are now or hereafter promulgated.
- XV. The Grantee must not use SCDP funds to pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an office or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If the Grantee uses non-federal funds to conduct any of the aforementioned activities, the Grantee must complete and submit Standard Form LLL. "Disclosure form to Report Lobbying: Further the Grantee must include the language of this provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

XVI. In Consideration of the prompt and efficient carrying out of the above, The CITY agrees to reimburse the HRA dollar for dollar for its administrative and project related cost in carrying out the above activities up to an amount not to exceed the \$80,838 Rehab Administration Cost maximum amount allowable as specified by the State of Minnesota Department of Employment and Economic Development Community, Community Development Division during the term of the contracts, said monies to come from the \$638,338 totally available in Small Cities Development Program funds and monies actually received by the CITY. Accurate Records of administrative costs shall be kept by HRA and billing shall be made at such times as are convenient to implement the CITY'S requisition of funds from the State of Minnesota. For the purpose of this contract, Administrative and project related costs are defined as follows:

- A. Salary costs actually incurred by the HRA for time expended in all phases of the Project.
- B. Mileage, telephone, supplies and publication costs.
- C. Costs incurred by the attendance at applicable Small Cities Development Conference's within the terms of this contract, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on community development regulations and program implementation.

XVII. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.

XVIII. Antitrust. Contractor (HRA) hereby assigns to the State of Minnesota any and all claims for overcharge as to goods and or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XIX. The CITY reserves the right to terminate this contract if the HRA inexcusably fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the receipt by the HRA of Written notice specifying the grounds thereof, unless, prior to that date, the HRA has cured the alleged nonperformance of the provisions of this contract.

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

Minnesota Tax ID 7352768

Federal Employer ID 41-0950146

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

City of Brainerd, Minnesota

BRAINERD HOUSING AND
REDEVELOPMENT AUTHORITY

BY _____

BY _____

Mayor, City of Brainerd

Chairman of the Housing Redevelopment Authority

BY _____

BY _____

City Administrator, City of Brainerd

Secretary of the Housing and Redevelopment Authority

Commercial Rehabilitation Guidelines

City of Brainerd

I. PURPOSE

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

II. APPLICANT ELIGIBILITY

General

Previous recipients of program benefits are ineligible.

Eligible Properties

Buildings must be located within the slum and blight areas as established by Brainerd in the SCDP grant application.

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

Ownership Requirements

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

Occupancy Requirements for Property to be Rehabilitated

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

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

III. ELIGIBLE IMPROVEMENTS

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

- A. Any improvement required to bring the unit up to rehabilitation standards of the City and HRA as provided by the grant application. These units will be considered "standard" when completed.

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

Definition of Suitable for Rehab

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

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

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

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

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

- L. The following improvements are ineligible:
 - 1. Construction or installation of garages, fireplaces, air conditioning, decks, patios, porches, fences, landscaping, sidewalks, and driveways. However, repairs to these items, which would render existing installations free from clear and imminent health or safety hazards, are eligible.

2. Grant funds may not be used for refinancing.
3. SCDP funds shall not be used for remodeling including, but not limited to, interior walls, ceilings, flooring, sidewalks, driveways, and landscaping. However, such improvements may be part of the owners match requirement.

IV. DEFERRED LOANS

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

Repayment

All SCDP funds will be secured with a lien against the property to be rehabilitated. A recipient of a deferred loan shall sign a repayment agreement with the City of Brainerd. **If the rehabilitated property is sold, transferred, or otherwise conveyed within ten (10) years from the date upon which the loan was issued, then the recipient shall repay all or some portion of their SCDP loan.** The percentage of the loan amount that must be repaid is gradually forgiven over the appropriate lien term according to the following schedule:

- Within a period of **one** (1) year after the date of the deferred loan, owner shall repay to the City a sum equal to the **full** amount of the deferred loan;
- Within the **second** year after the date of the deferred loan; owner shall repay to the City a sum equal to **90%** of the amount of the deferred loan;
- Within the **third** year after the date of the deferred loan; owner shall repay to the City a sum equal to **80%** of the amount of the deferred loan;
- Within the **fourth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **70%** of the amount of the deferred loan;
- Within the **fifth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **60%** of the amount of the deferred loan;
- Within the **sixth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **50%** of the amount of the deferred loan;
- Within the **seventh** year after the date of the deferred loan; owner shall repay to the City a sum equal to **40%** of the amount of the deferred loan;
- Within the **eighth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **30%** of the amount of the deferred loan;
- Within the **ninth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **20%** of the amount of the deferred loan; and
- Within the **tenth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **10%** of the amount of the deferred loan.

After 10 years, no repayment shall be due and the deferred loan will be forgiven.

V. STANDARD OPERATING PROCEDURES

Administration

John Schommer – Rehab Coordinator
LeAnn Goltz – Executive Assistant
Jennifer Bergman – Executive Director

City staff, under the direction of the city clerk-treasurer, will perform all accounting and financial management.

Owner Application

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

The interview will cover:

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

Data Privacy

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

Application Review

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

Historical Review

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

Initial Inspection/Scopes of Work

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

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

Securing Bids

The rehab coordinator will prepare a scope of work describing work specifications and attach a bid form. The applicant will be given the opportunity to secure bids on a competitive basis from at least two local contractors or select bidding contractors from the HRA list of approved contractors. Bids will be submitted directly to the rehab coordinator who will then review all bids with the applicant.

All bids shall relate only to improvements designated by staff in the work write-up. Any changes made in the scope of work by the homeowner after the inspection and work write-up by the rehab coordinator on the scope of work will be **prohibited** and **ineligible** for SCDP program funds. **All change orders must be approved by the rehab coordinator. The homeowner will be responsible for all costs associated with any extra work done by the contractor that is not in the scope of work.**

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

Rehab Contract

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

Contract Award

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

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

Pre-Construction Conference

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

Disbursement of Funds

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

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

Change Orders

All change orders to the scope of work will require the signature of the owner, rehab coordinator, and contractor.

Interim Inspections

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

Final Inspection and Payment

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

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

Rehab Closeout

Upon satisfactory rehab completion and lead clearance, the owner, contractor, and rehab coordinator shall sign a Contractor Payment Request. If lead work is involved, the lead clearance report will also be provided to the owner. Also, a close-out letter will be provided to the owner.

Appeal and Complaint Procedures

Applicants denied program participation or having other complaints concerning the housing rehab program may direct their complaint or appeal to the Brainerd HRA. The rehab coordinator who found the applicant

ineligible for program participation or who is dealing with the rehab will make a written response to the complaint or appeal within fifteen (15) working days. The rehab coordinator will also contact the complainant and attempt to resolve the problem. If the complainant is not satisfied with the response, he/she may file a complaint with the HRA executive director. It will be presented to the HRA Board at its next regular meeting for a final decision. The Board's response will be made in writing to the complainant within five (5) working days. Final appeal may be made to Minnesota Department of Employment and Economic Development.

Conflict of Interest

Any potential conflicts of interest under Minnesota Statutes 471.88 shall be evaluated on the basis of a legal opinion to be requested from the City attorney. Approval must also be obtained from DEED for any and all potential conflicts. No rehab work may begin until such opinion has been made.

Affirmative Action

The HRA shall make available, advertise (through local media and door to door outreach), and disseminate information concerning the degree and forms of assistance available; the regulations governing the program; the eligibility criteria, sources and criteria of other rehabilitation loans available (Minnesota Housing Finance Agency, FHA, etc.); and other relevant information concerning programs to city residents, lenders and local realtors.

It shall be the policy of the HRA that no individual shall be discriminated against with respect to compensation, terms, conditions, or other privileges of employment, because of race, color, religion, creed, sex, familial status, national origin, disability, marital status, age, or status with respect to public assistance.

Davis-Bacon and Related Acts

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

Fair-Housing/Equal Opportunity

It is the policy of the City of Brainerd to work to further fair housing opportunities in its programs and to administer housing programs in a way that all residents of similar incomes have equal access to programs regardless of race, color, creed, assistance, disability, sexual orientation, or familial status.

No person or business will be denied services, contracts for project services, or access to program information and materials due to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. There will be no discrimination of persons in the administration of the Rehabilitation Program.

It is the policy of the City of Brainerd that marketing efforts will be such that no potentially eligible applicants or providers of services are excluded from participation. Affirmative marketing will include efforts to reach people who have traditionally not participated in similar programs or have not been aware of available assistance. This includes, but is not limited to, single heads of households, people of color, or people with disabilities.

VI. DISPLACEMENT MINIMIZATION PLAN

Throughout Brainerd HRA's history of rehab program administration, no displacement due to rehab has ever occurred. Household disruptions from construction or from essential service interruptions have never been great enough to render the housing unit temporarily uninhabitable.

If any improvements involve lead paint surfaces (to a great extent), the family will be counseled with regard to vacating the unit temporarily by staying with friends or family. If no such options exist, SCDP funds will be used for temporary relocation.

VII. FLOOD PLAIN

No properties in the current target area are located in a flood plain. A flood plain determination will be contained in each applicant file.

VIII. AMENDMENTS

These guidelines may be amended as necessary with City Council approval and will be submitted to the Department of Employment and Economic Development for review.

SCDP REHAB STANDARDS

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

ROOF - All roofs with wood shingles, with two or more layers of deteriorated asphalt or with leaking and water damage will be re-roofed. All existing shingles will be removed and all worn and rotted roof boards replaced. If numerous roof boards are rotted, new roof sheeting will be applied. All shingles to be at least 25-year laminated with at least 15# felt underlayment, ice and water shield and metal roof edge. Also, all fascia that is worn and rotted will be replaced.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REHABILITATION PROGRAMS for LOW-MODERATE INCOME HOMEOWNERS ENERGY EFFICIENCY STANDARDS

All homes will receive a preliminary inspection relating to energy conservation improvements. Upon completion of rehabilitation, all homes will meet or exceed state energy standards.

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

All homes will be rehabilitated to the following standards:

- I. HEATING SYSTEMS**
 - A. All heating systems upgraded to at least 80% efficient systems.
- II. CAULKING**
 - A. Caulking of all points of possible air infiltration.
 - B. Caulking or otherwise insulating of all points of exfiltration into attic.
- III. WATER HEATER**
 - A. Replace with an energy efficient heater, install insulation jacket, and insulate hot water pipes throughout basement or cellar area.
- IV. WINDOWS - DEPENDING UPON CONDITION**
 - A. If any sign of deterioration exists, replace with double pane insulated glass units.
 - B. If replacement is not needed, completely weatherstrip windows, install sash locks, replace broken or cracked glass, and re-glaze.
- V. DOORS - DEPENDING UPON CONDITION**
 - A. Replace all hollow or panel type doors with metal clad insulated pre-hung doors (complete assembly).
 - B. If replacement is not needed, tighten or replace weatherstripping and threshold.
- VI. ELECTRICAL BOXES**
 - A. Install gaskets on all boxes located in exterior walls.
- VII. STORM WINDOWS AND DOORS – DEPENDING UPON CONDITION**
 - A. If any deterioration exists, replace windows with combinations and doors with lifetime insulated storm doors.
 - B. If replacement is not necessary, tighten and re-glaze.
- VIII. ATTIC INSULATION**
 - A. Insulate entire attic space including any access doors with minimum of R-40 with R-50 wherever possible.
- IX. VENTILATION**
 - A. Install ventilation to code.
- X. KNEE WALLS**
 - A. Insulate to R-19 (5 ½" fiberglass)
- XI. EXTERIOR WALLS**
 - A. Insulate to highest R-factor possible.
- XII. CRAWL SPACE OR CELLAR AREA**
 - A. Insulate entire perimeter to two feet below ground level to R-19.

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

Housing Rehabilitation Guidelines

OWNER-OCCUPIED

City of Brainerd

I. PURPOSE

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

II. APPLICANT ELIGIBILITY

Applicant Selection

Those homeowners on the list of interested applicants, as submitted in the SCDP application, will be those selected first. If funds are available, any additional homeowners wanting to participate will be taken on a first-come, first-served basis.

General

Previous recipients of program benefits are ineligible.

Residence

Homes must be located within the Northeast Brainerd target neighborhood as delineated in the SCDP grant application and must be the applicant's principal place of residence.

Taxes/Insurance/Assessments/Liens

All property taxes must be paid in full prior to application approval and property owners will be expected to carry insurance that, at a minimum, covers the costs of the rehabilitation work over the life of the SCDP loan. There should be no tax liens or past-due assessments or judgments on the property.

Ownership Requirements

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

Occupancy Requirements for Property to be Rehabilitated

Applicants must occupy the property as their principal place of residence. Applicants shall reside in the home at time of application and must occupy the property for at least nine months of the year. Property must be classified homestead.

Income Eligibility

- A. Annual income will be used to determine eligibility.
- B. Annual income will be based on current income.
- C. Income includes:
 - Wages or salaries, including commissions, bonuses, overtime pay and tips

- Business income for self-employed individuals
- Rental or real estate income, including payments received from properties being sold on Contracts for Deed
- Interest and dividends
- Gains from the sale of property or securities
- Estate or trust income
- Pensions and annuities, including PERA, Social Security, V
- Any financial assistance including but not limited to AFDC, SSI, Welfare, Unemployment Compensation and Worker's Compensation.

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

- D. Income will be based on the primary wage earners of household, thus excluding income from dependents.
- E. If applicant is self-employed and derives income from a business that he/she owns or co-owns, an average of the net income over a two-year period will be evaluated to determine income. Any net loss average for two years will be counted as -0- for eligibility purposes but will be deducted from other income sources for affordability.
- F. If a portion of this applicant's income is from a part-time business operation, the average of the part-time income for the previous two years will be added to current income.
- G. If applicant has been self-employed for less than two years, his/her business income for one year will be used to determine income. Proration will be used for partial years.
- H. If applicant is seasonally employed, current income and any unemployment compensation will be prorated based on past two years' work history.
- I. In order to participate, applicant's annual income cannot exceed the following: Gross income limits for deferred loan assistance are the same as those income limits established by the U. S. Department of Housing and Urban Development (HUD) for low income assisted housing (80% of median income for Crow Wing County). These limits will be updated within 30 days of HUD notification of revised income limits for the area.
- J. Source of income – If an applicant has no verifiable source of income, funding cannot be approved.

Asset Limits

The asset limitation per eligible household is \$50,000.

Assets shall include the following items:

- A. Cash on hand or in checking accounts
- B. Cash in savings accounts, including accounts held in trust
- C. Cash value of securities or U.S. Savings Bonds
- D. Certificates of Deposit and money market certificates
- E. Cash surrender value of life insurance policies
- F. All interests in real estate, excluding the structure to be improved and a parcel of real property of not more than 40 acres on which the structure is located. Included in this determination is any land in which any resident of the household holds title and is selling on Contract for Deed. The value of Contract for Deed property shall be defined as 100% of the outstanding balance on the contract. The asset value of real property will be defined as the estimated market value stated on the current property tax statement minus any indebtedness.
- G. All other personal property, exclusive of household furnishings, clothing, and one automobile. The asset value of other personal property is the current market value of the items minus existing indebtedness.
- H. Real estate, equipment, supplies, and inventory used in a business shall not be considered in the asset determination.

Verification of Income and Assets

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

- A. Third-party income verifications
- B. Previous two years' tax returns
- C. Income verification forms completed by employer, agency, institution (bank, insurance company, etc.)
- D. Visual verification form signed by program administrator
- E. Copy of current savings passbook or certificate
- F. Other documentation as appropriate
- G. Combination of the above as needed to verify all income and assets

Income and asset verification shall be current (within 90 days of the initial housing inspection for the rehab program).

III. ELIGIBLE IMPROVEMENTS

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

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

Definition of Suitable for Rehab: It is the policy of all housing programs administered by the HRA that only those dwellings determined to be suitable for rehab will be improved. To be suitable for rehab, the cost of rehabilitating the unit to a standard condition shall not exceed the pre-rehab market value of the dwelling and the total rehab costs shall not exceed \$35,000. For those homes that do not meet the above definition, a case-by-case determination will be made as to whether other housing options are available, or if not, to proceed with rehabilitation of the existing dwelling.

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

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

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

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

The following improvements are ineligible:

- 1. Construction or installation of garages, fireplaces, air conditioning, decks, patios, porches, fences, landscaping, sidewalks, and driveways. However, repairs to these items, which would render existing installations free from clear and imminent health or safety hazards, are eligible.
- 2. Additions unless the unit is overcrowded.
- 3. Grant funds may not be used for refinancing.

IV. DEFERRED LOANS

Assistance provided with SCDP funds will be in the form of deferred payment loans. In order for this program to be as cost-effective as possible, applicants will be required to have applied for Weatherization Assistance through the local provider. The remaining improvement costs will be funded through a deferred loan using SCDP funds up to a deferred loan maximum of \$20,000.

Repayment

All SCDP funds will be secured with a lien against the property to be rehabilitated. A recipient of a deferred loan shall sign a repayment agreement with the City of Brainerd. **If the rehabilitated property is sold, transferred, or otherwise conveyed within ten (10) years from the date upon which the loan was issued, then the recipient shall repay all or some portion of their SCDP loan.** The percentage of the loan amount that must be repaid is gradually forgiven over the appropriate lien term according to the following schedule:

- Within a period of **one** (1) year after the date of the deferred loan, owner shall repay to the City a sum equal to the **full** amount of the deferred loan;
- Within the **second** year after the date of the deferred loan; owner shall repay to the City a sum equal to **90%** of the amount of the deferred loan;
- Within the **third** year after the date of the deferred loan; owner shall repay to the City a sum equal to **80%** of the amount of the deferred loan;
- Within the **fourth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **70%** of the amount of the deferred loan;
- Within the **fifth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **60%** of the amount of the deferred loan;
- Within the **sixth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **50%** of the amount of the deferred loan;
- Within the **seventh** year after the date of the deferred loan; owner shall repay to the City a sum equal to **40%** of the amount of the deferred loan;
- Within the **eighth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **30%** of the amount of the deferred loan;
- Within the **ninth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **20%** of the amount of the deferred loan; and
- Within the **tenth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **10%** of the amount of the deferred loan.

After 10 years, no repayment shall be due and the deferred loan will be forgiven. If the recipient sells the property to an LMI household, the buyer may assume the loan and the City shall require no repayment. Income of the buyer must be verified.

Home Improvement Loans

An applicant getting a home improvement loan will arrange appropriate loan terms and conditions with a participating lender. HRA staff will provide assistance in working with local lenders to expedite all required loans. If an applicant is unable to secure the required bank loan, SCDP funds may be used to make the required loan at similar terms to the MHFA home improvement loan program. No loans have been made in the past and the HRA anticipates no need for a direct loan under this program. If such a need arises, the HRA will request approval from the Department of Employment and Economic Development.

V. STANDARD OPERATING PROCEDURES

Administration

John Schommer – Rehab Coordinator
LeAnn Goltz – Executive Assistant
Jennifer Bergman – Executive Director

City staff, under the direction of the city clerk-treasurer, will perform all accounting and financial management.

Homeowner Application

Homeowner application will consist of homeowner/HRA interview and the homeowner's submittal of a complete application, including attachments and verifications.

The interview will cover:

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

Data Privacy

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

Application Review

The application will be reviewed for completeness and for income eligibility. All income and asset verifications will be completed. If the applicant is income eligible, he/she may continue with the Rehab Program. If not, the application will be filed under "Ineligible Applicants." Either way, applicants will be notified of their status and ineligibles will be asked to advise us of any future changes in income or family size that could change their income eligibility. They will also be referred to banks for possible low interest loans.

Historical Review

All homes that are to be rehabilitated will be reviewed by the State Historic Preservation Office prior to beginning of construction.

Initial Inspection/Scopes of Work

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

For homes built prior to 1978, a risk assessment for lead will be performed prior to the work write-up. Lead clearance will be performed at completion. The property owner will sign a repayment agreement for the rehabilitation work prior to the clearance being done, which will include the costs for the risk assessment and clearance. The costs can only be waived if contractor bids do not allow for a cost-effective rehabilitation to occur.

Upon completion of the initial inspection and lead risk assessment, the rehab coordinator will draft a scope of work and go through it with the homeowner(s), get input on the recommended work, discuss possible alternatives for achieving Rehab Standards, and make any revisions necessary. The rehab coordinator will also complete a preliminary cost estimate.

If lead is found to be present, lead-certified contractors will be used to perform all lead-related work.

Securing Bids

The rehab coordinator will prepare a scope of work describing work specifications and attach a bid form. The applicant will be given the opportunity to secure bids on a competitive basis from at least two local contractors or select bidding contractors from the HRA list of approved contractors. Bids will be submitted directly to the rehab coordinator who will then review all bids with the applicant.

All bids shall relate only to improvements designated by staff in the work write-up. Any changes made in the scope of work by the homeowner after the inspection and work write-up by the rehab coordinator on the scope of work will be prohibited and ineligible for SCDP program funds. **All change orders must be approved by the**

rehab coordinator. The homeowner will be responsible for all costs associated with any extra work done by the contractor that is not in the scope of work.

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

General Contractors

All rehabilitation work must be performed by a fully licensed and insured general contractor. Contractors performing specified lead-based paint work must be certified in accordance with DEED lead policy. Contractors shall not be debarred and shall have been determined capable based on past performance and ability to perform successfully.

Repayment Agreement

A repayment agreement shall be signed by the homeowner(s) before the Proceed to Work Order is issued. The repayment agreement will be filed/recorded either after the project costs are known to be at the SCDP maximum, or after the project is completed to account for any possible change orders that may occur.

Loan Processing (Home Improvement Loan Applicants)

The applicant will visit a local lending institution participating in the program with the cost estimates and bids. The lender shall make the final determination of applicant acceptability based on credit history and repayment ability. For applicants eligible for an MHFA low-interest home improvement loan, the lender shall provide funds to pay the balance of home improvement costs not covered by the deferred loan. The loan obtained shall be payable to the City by the lending institution or the applicant at the loan closing date as indicated by the lending institution. The lending institution shall be solely responsible thereafter for servicing the loan. For applicants who are eligible for a partial deferred loan and will need financing at the current market interest rate for the balance of the rehab cost, the lender will determine appropriate loan terms with the applicant and be solely responsible for servicing the loan.

Rehab Contract

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

Disbursement of Funds

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

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

Change Orders

All change orders to the scope of work will require the signature of the homeowner, rehab coordinator, and contractor.

Interim Inspections

During the course of a project, the rehab coordinator will inspect ongoing work at least once every two weeks

to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

Final Inspection and Payment

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

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

Rehab Closeout

Upon satisfactory rehab completion and lead clearance, the homeowner, contractor, and rehab coordinator shall sign a Contractor Payment Request. If lead work is involved, the lead clearance report will also be provided to the homeowner. Also, a close-out letter will be provided to the homeowner.

Appeal and Complaint Procedures

Applicants denied program participation or having other complaints concerning the housing rehab program may direct their complaint or appeal to the Brainerd HRA. The rehab coordinator who found the applicant ineligible for program participation or who is dealing with the rehab will make a written response to the complaint or appeal within fifteen (15) working days. The rehab coordinator will also contact the complainant and attempt to resolve the problem. If the complainant is not satisfied with the response, he/she may file a complaint with the HRA executive director. It will be presented to the HRA Board at its next regular meeting for a final decision. The Board's response will be made in writing to the complainant within five (5) working days. Final appeal may be made to Minnesota Department of Employment and Economic Development.

Conflict of Interest

Any potential conflicts of interest under Minnesota Statutes 471.88 shall be evaluated on the basis of a legal opinion to be requested from the City attorney. Approval must also be obtained from DEED for any and all potential conflicts. No rehab work may begin until such opinion has been made.

Affirmative Action

The HRA shall make available, advertise (through local media and door to door outreach), and disseminate information concerning the degree and forms of assistance available; the regulations governing the program; the eligibility criteria, sources and criteria of other rehabilitation loans available (Minnesota Housing Finance Agency, FHA, etc.); and other relevant information concerning programs to city residents, lenders and local realtors.

It shall be the policy of the HRA that no individual shall be discriminated against with respect to compensation, terms, conditions, or other privileges of employment, because of race, color, religion, creed, sex, familial status, national origin, disability, marital status, age, or status with respect to public assistance.

Fair Housing/Equal Opportunity

It is the policy of the City of Brainerd to work to further fair housing opportunities in its programs and to administer housing programs in a way that all residents of similar incomes have equal access to programs regardless of race, color, creed, assistance, disability, sexual orientation, or familial status.

No person or business will be denied services, contracts for project services, or access to program information and materials due to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. There will be no discrimination of persons in the administration of the rehabilitation program.

It is the policy of the City of Brainerd that marketing efforts will be such that no potentially eligible applicants or

providers of services are excluded from participation. Affirmative marketing will include efforts to reach people who have traditionally not participated in similar programs or have not been aware of available assistance. This includes, but is not limited to, single heads of households, people of color, or people with disabilities.

VI. DISPLACEMENT MINIMIZATION PLAN

Throughout Brainerd HRA's history of rehab program administration, no displacement due to rehab has ever occurred. Household disruptions from construction or from essential service interruptions have never been great enough to render the housing unit temporarily uninhabitable.

If any improvements involve lead paint surfaces (window replacement, for example), the family will be counseled with regard to vacating the unit temporarily by staying with friends or family. If no such options exist, SCDP funds will be used for temporary relocation at a local motel.

VII. FLOOD PLAIN

No homes in the current target area are located in a flood plain. A flood plain determination will be contained in each applicant file.

VIII. AMENDMENTS

These guidelines may be amended as necessary with City Council approval and will be submitted to the Department of Employment and Economic Development for review.

SCDP REHAB STANDARDS

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

ROOF - All roofs with wood shingles, with two or more layers of deteriorated asphalt or with leaking and water damage will be re-roofed. All existing shingles will be removed and all worn and rotted roof boards replaced. If numerous roof boards are rotted, new roof sheeting will be applied. All shingles to be at least 25-year laminated with at least 15# felt underlayment, ice and water shield and metal roof edge. Also, all fascia that is worn and rotted will be replaced.

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

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

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

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

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

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

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

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

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

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

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

BATHROOMS - All facilities including tub, shower, toilet, sink and vent fan will be repaired, replaced, or

installed as needed. All stools will be equipped with anti-syphon filler assemblies.

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

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

REHABILITATION PROGRAMS for LOW-MODERATE INCOME HOMEOWNERS

ENERGY EFFICIENCY STANDARDS

All homes will receive a preliminary inspection relating to energy conservation improvements. Upon completion of rehabilitation, all homes will meet or exceed state energy standards.

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

All homes will be rehabilitated to the following standards:

- I. HEATING SYSTEMS**
 - A. All heating systems upgraded to at least 80% efficient systems.
 - II. CAULKING**
 - A. Caulking of all points of possible air infiltration.
 - B. Caulking or otherwise insulating of all points of exfiltration into attic.
 - III. WATER HEATER**
 - A. Replace with an energy efficient heater, install insulation jacket, and insulate hot water pipes throughout basement or cellar area.
 - IV. WINDOWS - DEPENDING UPON CONDITION**
 - A. If any sign of deterioration exists, replace with double pane insulated glass units.
 - B. If replacement is not needed, completely weatherstrip windows, install sash locks, replace broken or cracked glass, and re-glaze.
 - V. DOORS - DEPENDING UPON CONDITION**
 - A. Replace all hollow or panel type doors with metal clad insulated pre-hung doors (complete assembly).
 - B. If replacement is not needed, tighten or replace weatherstripping and threshold.
 - VI. ELECTRICAL BOXES**
 - A. Install gaskets on all boxes located in exterior walls.
 - VII. STORM WINDOWS AND DOORS – DEPENDING UPON CONDITION**
 - A. If any deterioration exists, replace windows with combinations and doors with lifetime insulated storm doors.
 - B. If replacement is not necessary, tighten and re-glaze.
 - VIII. ATTIC INSULATION**
 - A. Insulate entire attic space including any access doors with minimum of R-40 with R-50 wherever possible.
 - IX. VENTILATION**
 - A. Install ventilation to code.
 - X. KNEE WALLS**
 - A. Insulate to R-19 (5 ½" fiberglass)
 - XI. EXTERIOR WALLS**
 - A. Insulate to highest R-factor possible.
 - XII. CRAWL SPACE OR CELLAR AREA**
 - A. Insulate entire perimeter to two feet below ground level to R-19.
- NOTE: *Procedures or remedies described herein are not intended to replace or mitigate those required by the building code.*

Housing Rehabilitation Guidelines

RENTER-OCCUPIED

City of Brainerd

I. PURPOSE

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

II. APPLICANT ELIGIBILITY

Applicant Selection

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

General

Previous recipients of program benefits are ineligible.

Residence

Rental units must be located within the Northeast Brainerd target neighborhood as delineated in the SCDP grant application.

Ownership Requirements

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

Occupancy Requirements for Property to be Rehabilitated

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

Income Eligibility

- A. Annual income will be used to determine eligibility.
- B. Annual income will be based on current income.
- C. Income includes:
 - Wages or salaries, including commissions, bonuses, overtime pay and tips
 - Business income for self-employed individuals

- Rental or real estate income, including payments received from properties being sold on Contracts for Deed
- Interest and dividends
- Gains from the sale of property or securities
- Estate or trust income
- Pensions and annuities, including PERA, Social Security, V
- Any financial assistance including but not limited to AFDC, SSI, Welfare, Unemployment Compensation and Worker's Compensation.

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

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

Verification of Income

Written verification of all sources of income shall be required. The following are acceptable:

- A. Third-party income verifications
- B. Previous two years' tax returns
- C. Income verification forms completed by employer, agency, institution (bank, insurance company, etc.)
- D. Visual verification form signed by program administrator
- E. Copy of current savings passbook or certificate
- F. Other documentation as appropriate
- G. Combination of the above as needed to verify all income and assets

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

III. ELIGIBLE IMPROVEMENTS

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

- A. Clearance of all lead hazards that are reported through the lead risk assessment done on each dwelling.
- B. Any improvement required to bring the unit up to rehabilitation standards of the county and HRA as provided by the grant application. These units will be considered "standard" when completed.
- C. Any improvement necessary to bring the property into conformance with Minnesota Energy Conservation Standards.

- D. Accessibility improvements that accommodate a resident's movement or mobility limitations. Ramps, grab bars, widened doorways, and changes in bathroom fixture types and placement are examples of accessibility improvements. The need for accessibility improvements must be justified according to the type of disability, level of benefit and necessity to meet a priority need such as a safe entry/exit or personal hygiene.
- E. Only those substandard units that can be rehabilitated within the cost guidelines of the program are eligible. If units are not suitable for rehabilitation, other alternatives will be explored by HRA staff (rental assistance, public housing, etc.).

Definition of Suitable for Rehab: It is the policy of all housing programs administered by the HRA that only those dwellings determined to be suitable for rehab will be improved. To be suitable for rehab, the cost of rehabilitating the unit to a standard condition shall not exceed the pre-rehab market value of the dwelling and the total rehab costs shall not exceed \$35,000. For those homes that do not meet the above definition, a case-by-case determination will be made as to whether other housing options are available, or if not, to proceed with rehabilitation.

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

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

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

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

IV. DEFERRED LOANS

After determining eligibility, the applicant will be eligible for a deferred loan of the lesser of \$20,000.00 per unit for single-family rehab, \$12,500 per unit for mixed-use/duplex rehab, \$10,000 per unit for multi-family, or 70% of the rehab cost. The remaining improvement costs will be financed by the owner through a bank loan or personal funds.

Repayment

All SCDP funds will be secured with a lien against the property to be rehabilitated. A recipient of a deferred loan shall sign a repayment agreement with the City of Brainerd. **If the rehabilitated property is sold, transferred, or otherwise conveyed within ten (10) years from the date upon which the loan was issued, then the recipient shall repay all or some portion of their SCDP loan.** The percentage of the loan amount that must be repaid is gradually forgiven over the appropriate lien term according to the following schedule:

- Within a period of **one** (1) year after the date of the deferred loan, owner shall repay to the City a sum equal to the **full** amount of the deferred loan;
- Within the **second** year after the date of the deferred loan; owner shall repay to the City a sum equal to **90%** of the amount of the deferred loan;
- Within the **third** year after the date of the deferred loan; owner shall repay to the City a sum equal to **80%** of the amount of the deferred loan;
- Within the **fourth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **70%** of the amount of the deferred loan;
- Within the **fifth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **60%** of the amount of the deferred loan;
- Within the **sixth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **50%** of the amount of the deferred loan;
- Within the **seventh** year after the date of the deferred loan; owner shall repay to the City a sum equal

- to **40%** of the amount of the deferred loan;
- Within the **eighth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **30%** of the amount of the deferred loan;
- Within the **ninth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **20%** of the amount of the deferred loan; and
- Within the **tenth** year after the date of the deferred loan; owner shall repay to the City a sum equal to **10%** of the amount of the deferred loan.

After 10 years, no repayment shall be due and the deferred loan will be forgiven.

Program Rent Limits

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

V. STANDARD OPERATING PROCEDURES

Administration

John Schommer – Rehab Coordinator
 LeAnn Goltz – Executive Assistant
 Jennifer Bergman – Executive Director

City staff, under the direction of the city clerk-treasurer, will perform all accounting and financial management.

Owner Application

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

The interview will cover:

- Explanation of the SCDP Rehab Program, including rehab standards, eligible improvements, loan structuring, probable ability to repay a loan, pertinent rehab administrative and loan procedures, and applicant, contract, and City obligations.
- Lead-based paint poisoning warning (and signature on form) and brochures.
- Applicant comments and questions.
- Brief discussion of applicant's home improvement needs.

Data Privacy

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

Application Review

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

Historical Review

All homes that are to be rehabilitated will be reviewed by the State Historic Preservation Office prior to beginning of construction.

Initial Inspection/Scopes of Work

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

For properties built prior to 1978, a risk assessment for lead will be performed prior to the work write-up. Lead clearance will be performed at completion. The property owner will sign a repayment agreement for the rehabilitation work prior to the clearance being done, which will include the costs for the risk assessment and clearance. The costs can only be waived if contractor bids do not allow for a cost-effective rehabilitation to occur.

Upon completion of the initial inspection and lead risk assessment, the rehab coordinator will draft a scope of work and go through it with the homeowner(s), get input on the recommended work, discuss possible alternatives for achieving Rehab Standards, and make any revisions necessary. The rehab coordinator will also complete a preliminary cost estimate.

If lead is found to be present, lead-certified contractors will be used to perform all lead-related work.

Securing Bids

The rehab coordinator will prepare a scope of work describing work specifications and attach a bid form. The applicant will be given the opportunity to secure bids on a competitive basis from at least two local contractors or select bidding contractors from the HRA list of approved contractors. Bids will be submitted directly to the rehab coordinator who will then review all bids with the applicant.

All bids shall relate only to improvements designated by staff in the work write-up. Any changes made in the scope of work by the homeowner after the inspection and work write-up by the rehab coordinator on the scope of work will be prohibited and ineligible for SCDP program funds. **All change orders must be approved by the rehab coordinator. The homeowner will be responsible for all costs associated with any extra work done by the contractor that is not in the scope of work.**

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

General Contractors

All rehabilitation work must be performed by a fully licensed and insured general contractor. Contractors performing specified lead-based paint work must be certified in accordance with DEED lead policy. Contractors shall not be debarred and shall have been determined capable based on past performance and ability to perform successfully.

Repayment Agreement

A repayment agreement shall be signed by the property owner(s) before the Proceed to Work Order is issued. The repayment agreement will be filed/recorded either after the project costs are known to be at the SCDP maximum, or after the project is completed to account for any possible change orders that may occur.

Rehab Contract

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

Contract Award

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

- A. The bid is determined to be unrealistically low and the contractor agrees to withdraw the bid.

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

Pre-Construction Conference

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

Disbursement of Funds

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

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

Change Orders

All change orders to the scope of work will require the signature of the owner, rehab coordinator, and contractor.

Interim Inspections

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

Final Inspection and Payment

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

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

Rehab Closeout

Upon satisfactory rehab completion and lead clearance, the owner, contractor, and rehab coordinator shall sign a Contractor Payment Request. If lead work is involved, the lead clearance report will also be provided to the owner. Also, a close-out letter will be provided to the owner.

Appeal and Complaint Procedures

Applicants denied program participation or having other complaints concerning the housing rehab program may direct their complaint or appeal to the Brainerd HRA. The rehab coordinator who found the applicant ineligible for program participation or who is dealing with the rehab will make a written response to the complaint or appeal within fifteen (15) working days. The rehab coordinator will also contact the complainant and attempt to resolve the problem. If the complainant is not satisfied with the response, he/she may file a

complaint with the HRA executive director. It will be presented to the HRA Board at its next regular meeting for a final decision. The Board's response will be made in writing to the complainant within five (5) working days. Final appeal may be made to Minnesota Department of Employment and Economic Development.

Conflict of Interest

Any potential conflicts of interest under Minnesota Statutes 471.88 shall be evaluated on the basis of a legal opinion to be requested from the City attorney. Approval must also be obtained from DEED for any and all potential conflicts. No rehab work may begin until such opinion has been made.

Affirmative Action

The HRA shall make available, advertise (through local media and door to door outreach), and disseminate information concerning the degree and forms of assistance available; the regulations governing the program; the eligibility criteria, sources and criteria of other rehabilitation loans available (Minnesota Housing Finance Agency, FHA, etc.); and other relevant information concerning programs to city residents, lenders and local realtors.

It shall be the policy of the HRA that no individual shall be discriminated against with respect to compensation, terms, conditions, or other privileges of employment, because of race, color, religion, creed, sex, familial status, national origin, disability, marital status, age, or status with respect to public assistance.

Fair Housing/Equal Opportunity

It is the policy of the City of Brainerd to work to further fair housing opportunities in its programs and to administer housing programs in a way that all residents of similar incomes have equal access to programs regardless of race, color, creed, assistance, disability, sexual orientation, or familial status.

No person or business will be denied services, contracts for project services, or access to program information and materials due to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. There will be no discrimination of persons in the administration of the rehabilitation program.

It is the policy of the City of Brainerd that marketing efforts will be such that no potentially eligible applicants or providers of services are excluded from participation. Affirmative marketing will include efforts to reach people who have traditionally not participated in similar programs or have not been aware of available assistance. This includes, but is not limited to, single heads of households, people of color, or people with disabilities.

VI. DISPLACEMENT MINIMIZATION PLAN

Throughout Brainerd HRA's history of rehab program administration, no displacement due to rehab has ever occurred. Household disruptions from construction or from essential service interruptions have never been great enough to render the housing unit temporarily uninhabitable.

If any improvements involve lead paint surfaces (to a great extent), the family will be counseled with regard to vacating the unit temporarily by staying with friends or family. If no such options exist, SCDP funds will be used for temporary relocation at a local motel. *Note: no past rehab has been extensive enough to require relocation.*

VII. FLOOD PLAIN

No properties in the current target area are located in a flood plain. A flood plain determination will be contained in each applicant file.

VIII. AMENDMENTS

These guidelines may be amended as necessary with City Council approval and will be submitted to the Department of Employment and Economic Development for review.

SCDP REHAB STANDARDS

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

ROOF - All roofs with wood shingles, with two or more layers of deteriorated asphalt or with leaking and water damage will be re-roofed. All existing shingles will be removed and all worn and rotted roof boards replaced. If numerous roof boards are rotted, new roof sheeting will be applied. All shingles to be at least 25-year laminated with at least 15# felt underlayment, ice and water shield and metal roof edge. Also, all fascia that is worn and rotted will be replaced.

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

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

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

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

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

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

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

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

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

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

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

BATHROOMS - All facilities including tub, shower, toilet, sink and vent fan will be repaired, replaced, or

installed as needed. All stools will be equipped with anti-syphon filler assemblies.

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

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

**REHABILITATION PROGRAMS for LOW-MODERATE INCOME HOMEOWNERS
ENERGY EFFICIENCY STANDARDS**

All homes will receive a preliminary inspection relating to energy conservation improvements. Upon completion of rehabilitation, all homes will meet or exceed state energy standards.

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

All homes will be rehabilitated to the following standards:

- I. HEATING SYSTEMS**
 - A. All heating systems upgraded to at least 80% efficient systems.
- II. CAULKING**
 - A. Caulking of all points of possible air infiltration.
 - B. Caulking or otherwise insulating of all points of exfiltration into attic.
- III. WATER HEATER**
 - A. Replace with an energy efficient heater, install insulation jacket, and insulate hot water pipes throughout basement or cellar area.
- IV. WINDOWS - DEPENDING UPON CONDITION**
 - A. If any sign of deterioration exists, replace with double pane insulated glass units.
 - B. If replacement is not needed, completely weatherstrip windows, install sash locks, replace broken or cracked glass, and re-glaze.
- V. DOORS - DEPENDING UPON CONDITION**
 - A. Replace all hollow or panel type doors with metal clad insulated pre-hung doors (complete assembly).
 - B. If replacement is not needed, tighten or replace weatherstripping and threshold.
- VI. ELECTRICAL BOXES**
 - A. Install gaskets on all boxes located in exterior walls.
- VII. STORM WINDOWS AND DOORS – DEPENDING UPON CONDITION**
 - A. If any deterioration exists, replace windows with combinations and doors with lifetime insulated storm doors.
 - B. If replacement is not necessary, tighten and re-glaze.
- VIII. ATTIC INSULATION**
 - A. Insulate entire attic space including any access doors with minimum of R-40 with R-50 wherever possible.
- IX. VENTILATION**
 - A. Install ventilation to code.
- X. KNEE WALLS**
 - A. Insulate to R-19 (5 ½" fiberglass)
- XI. EXTERIOR WALLS**
 - A. Insulate to highest R-factor possible.
- XII. CRAWL SPACE OR CELLAR AREA**
 - A. Insulate entire perimeter to two feet below ground level to R-19.

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



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Consideration of ISD 181 Revised Property Acquisition

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: The City Council and School Board had a joint meeting on Tuesday, December 4th. The School District presented a revised property acquisition plan and updated the Council. At the December 10 meeting, there was concern raised about the one-way on 15th Street SE, and direction of staff to look over the plan with WSN, ICS, and School district staff. A copy of the information that was presented at the December 4, 2018 meeting can be seen attached. There will be a presentation to show how things have changed since that original presentation on that night.	
Alternatives, Options, Effects on Others/Comments: Staff reviewed the proposed property acquisitions with WSN and school district staff on December 12, 2018 after concerns related to the one-way on 15th Street SE were raised at the meeting on December 10th. WSN and ICS will be present to show the revised plan as discussed with City staff at the meeting and all will be available to answer questions that the council may have in regards to the review of the plan as a whole.	
Recommended Action/Motion: A motion to support ISD 181's revised property acquisition. Staff will continue to work with all school district staff and consultants through the site design process for all schools.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

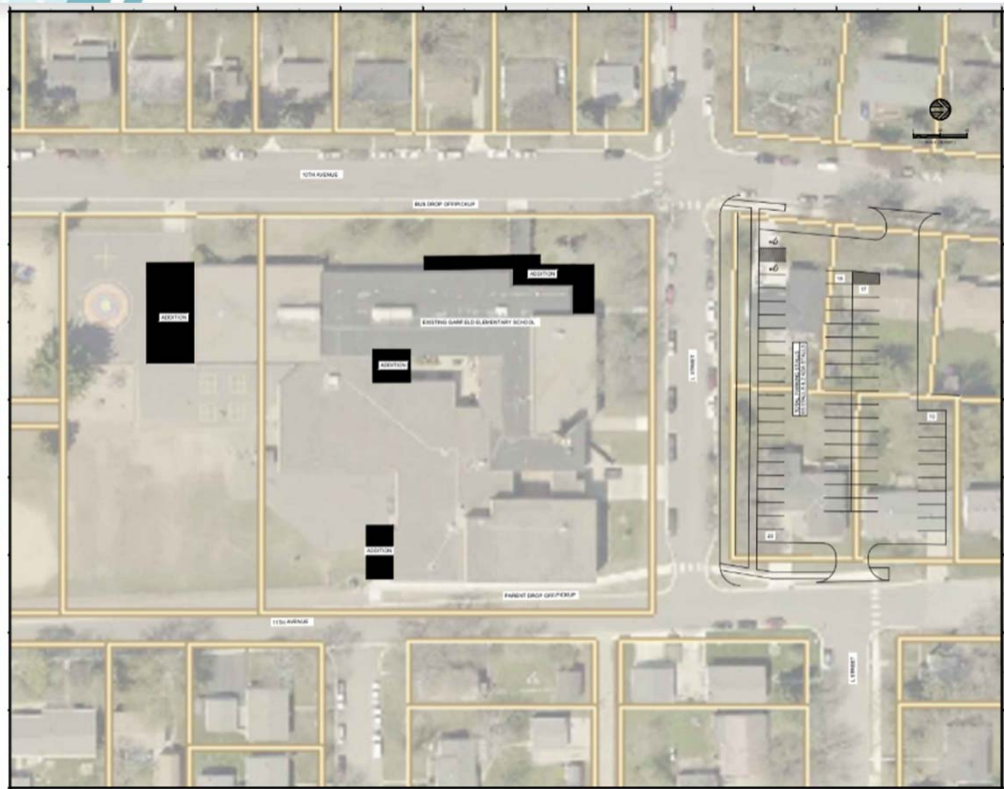
Joint Special Meeting 2.0

City of Brainerd & Brainerd Public Schools

December 4, 2018

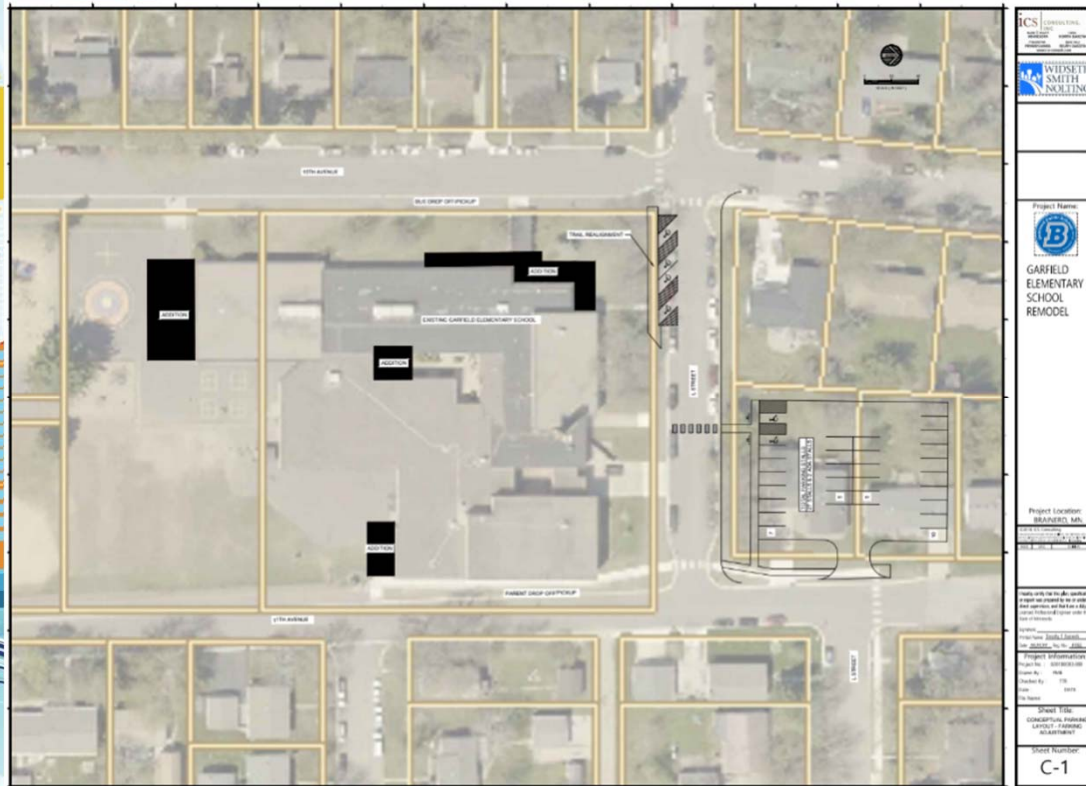


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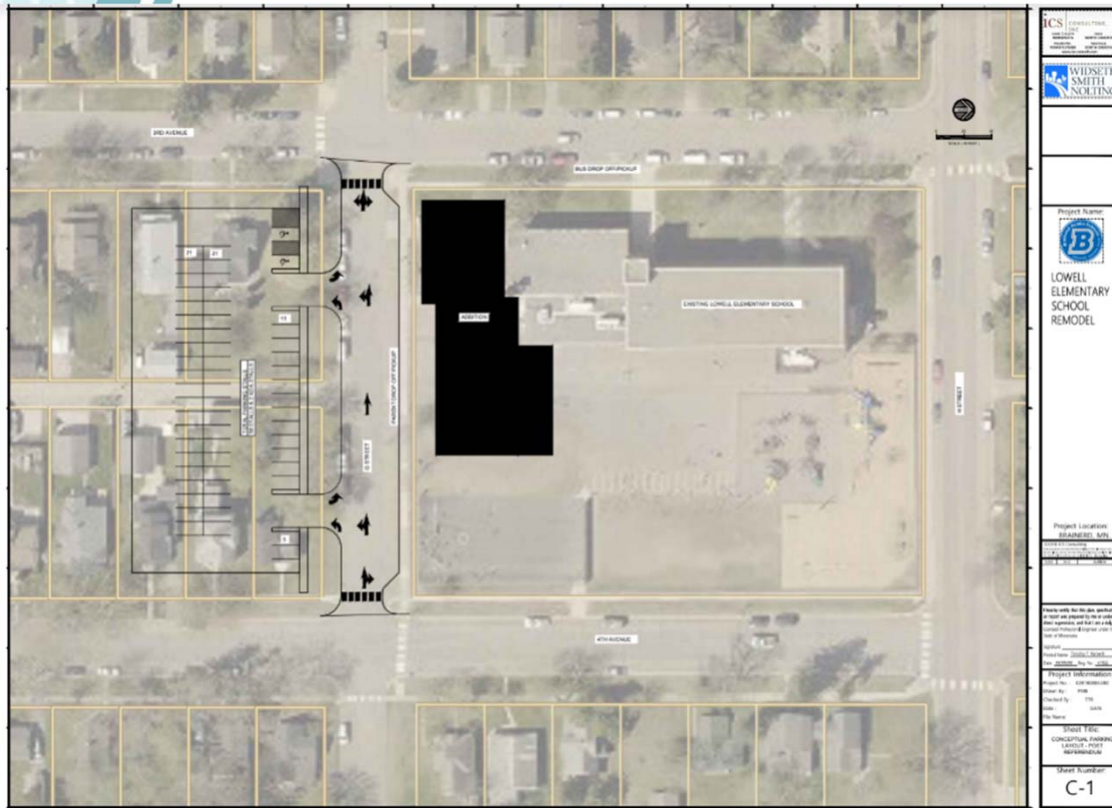
- ❖ 4 properties
- ❖ 65 + 2 ADA off-street parking spots for approximately 64 staff and visitors
- ❖ Preserve existing on-site green space
- ❖ Separate bus, vehicles, pedestrian traffic
- ❖ No street modifications proposed

Garfield Elementary School - After



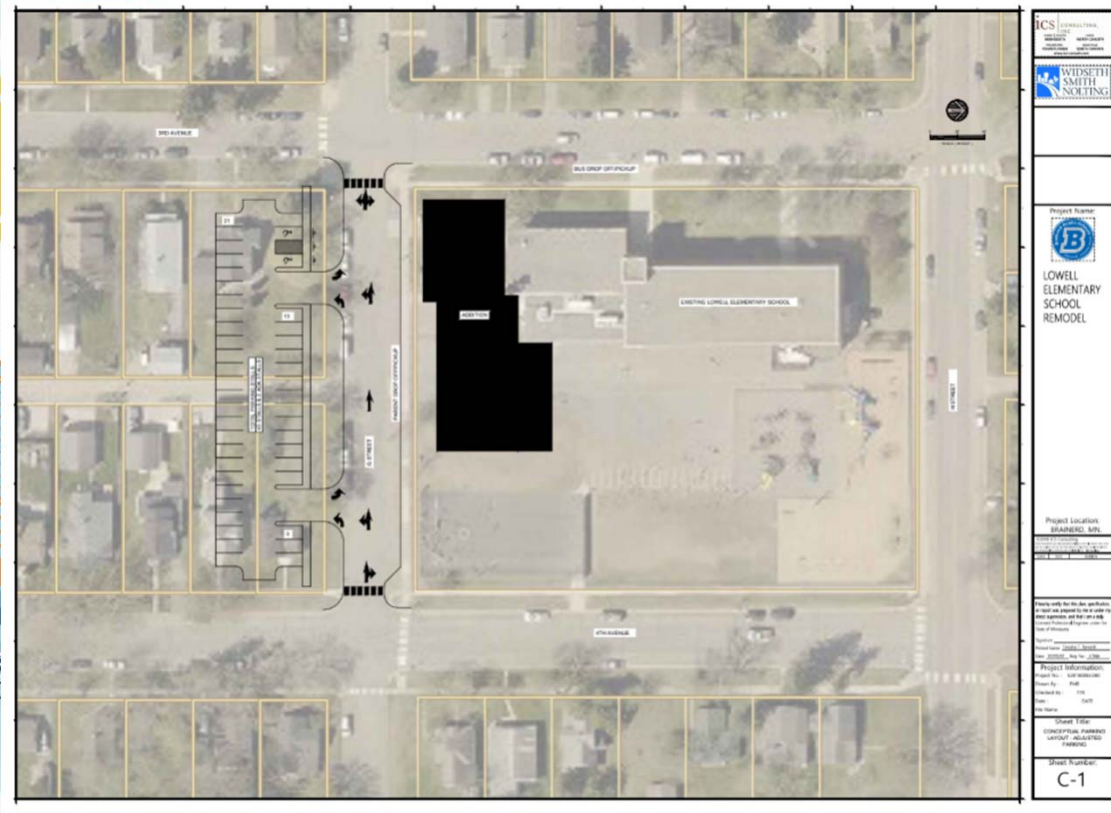
- ❖ 2 properties
- ❖ 27 + 2 ADA off-street parking spots
- ❖ 2 designated ADA spots on L Street

Lowell Elementary School - Before



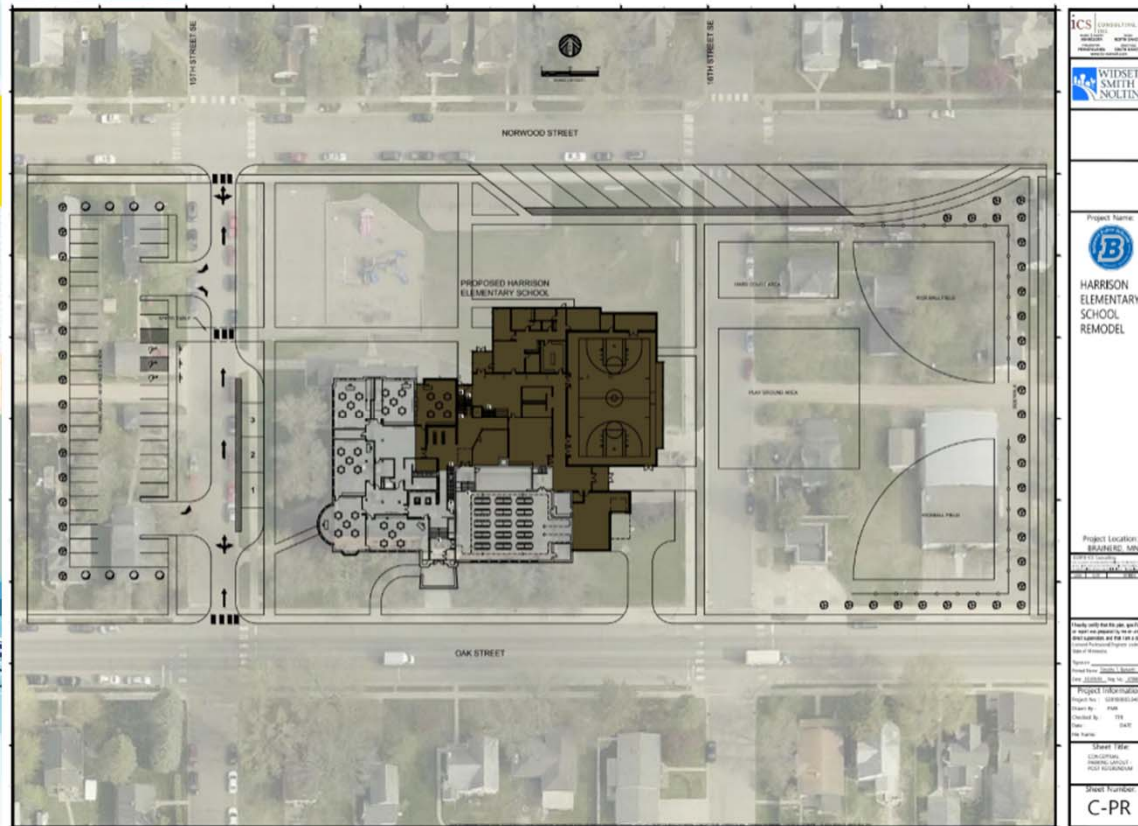
- ❖ 5 properties
- ❖ 58 + 2 ADA off-street parking spots for approximately 63 staff and visitors
- ❖ Preserve existing on-site green space
- ❖ Separate bus, vehicles, pedestrian traffic
- ❖ Will propose slight street modification

Lowell Elementary School - After



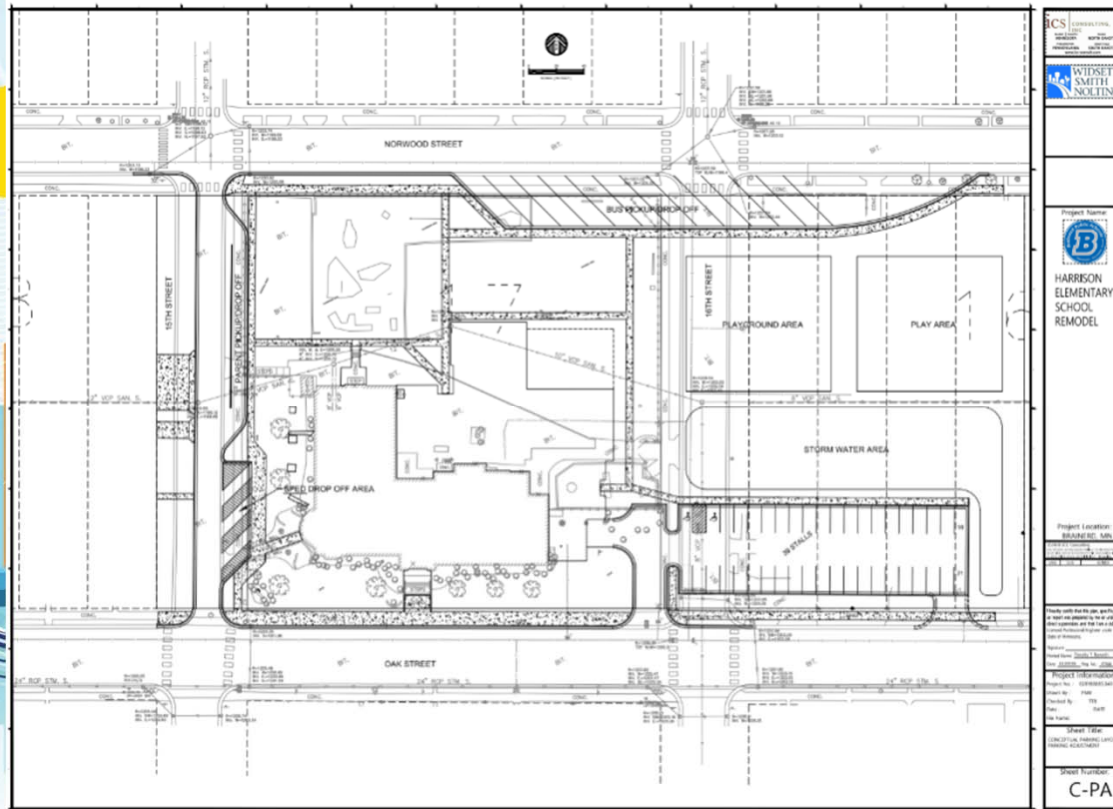
- ❖ 3 properties
- ❖ 37 + 2 ADA off-street parking spots

Harrison Elementary School - Before



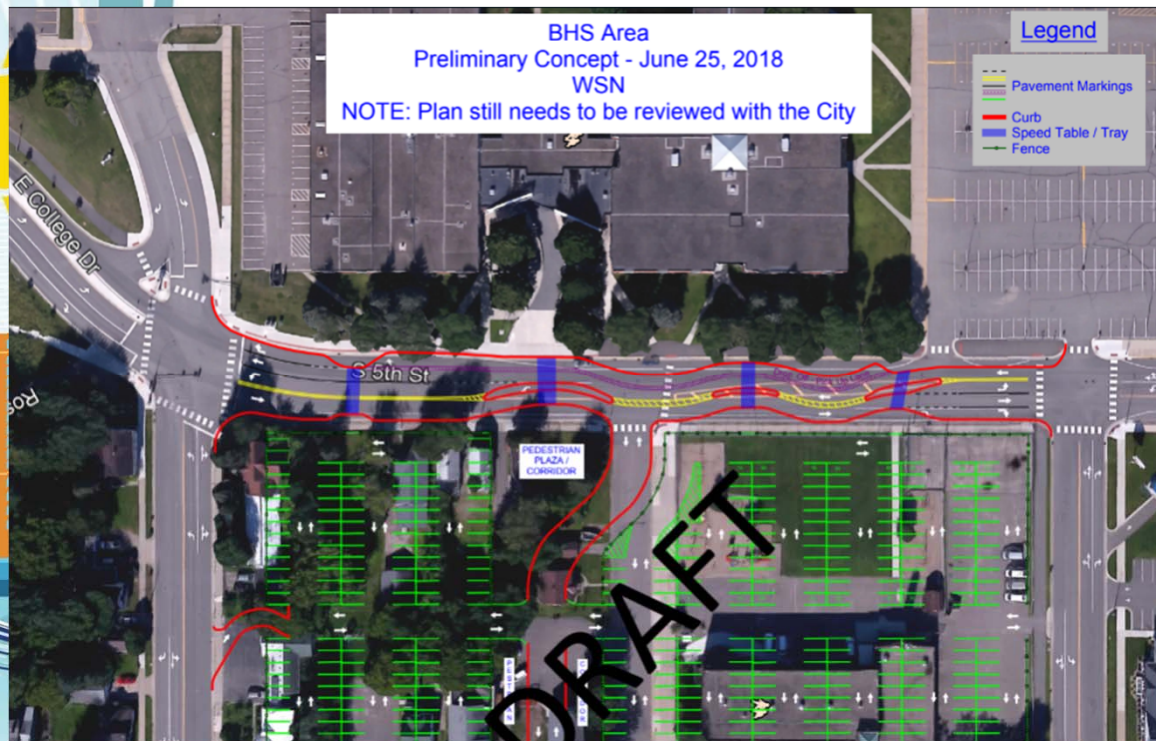
- ❖ 14 properties (2 recently purchased)
- ❖ 40 + 2 ADA off-street parking spots for approximately 57 staff and visitors
- ❖ New bus loading zones
- ❖ New green space
- ❖ Separate bus, vehicles, pedestrian traffic
- ❖ Will propose vacating 16th Street, slight modification to 15th

Harrison Elementary School - After



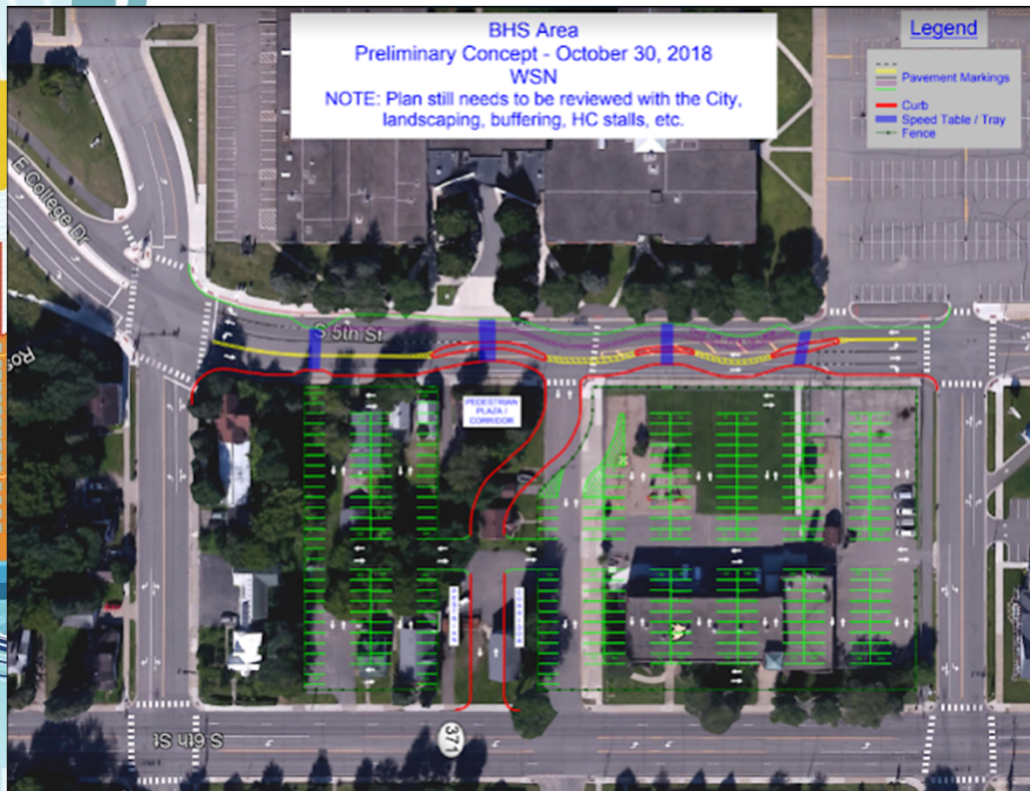
- ❖ 10 parcels (7 owners)
- ❖ 2 parcels (1 owner) recently purchased
- ❖ 36 + 2 ADA off-street parking spots

Brainerd High School - Before



- ❖ 4 properties
- ❖ 320 + 17 ADA new off-street parking spots for approximately 219 staff, 1,250 students and many visitors
- ❖ Separate bus, vehicles, pedestrian traffic
- ❖ Will propose vacation of Pine, calming on 5th

Brainerd High School - After



- ❖ 2 parcels (1 owner)
- ❖ 284 + 15 ADA off-street parking spots



Brainerd City Council Agenda Request

Requested Meeting Date: December 17, 2018

Title of Item: Brainerd Riverfront Coordinator Proposal

☐ 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: Cassandra Torstenson	Department: Administration
Presenter (Name & Title): City Administrator Torstenson	Estimated Time Needed: 5 Minutes
Summary of Issue: As council is aware, the Riverfront Committee asked the Council to consider funding a Riverfront Coordinator position in 2019 and to fund \$40,000 to support the trail feasibility study (the request is attached for your reference). Based on Council's direction \$17,000 was put in the 2019 budget to fund the Riverfront Coordinator position at 10 hours a week for 2019. Council discussed and agreed to support the \$40,000 request for the feasibility study using a portion of former State MIF dollars the City retained.	
Alternatives, Options, Effects on Others/Comments: Attached you will find a proposal from Sourcewell to continue to provide the Riverfront Coordinator position in 2019. Page 4 of the proposal shows the fee structure and the cost at \$16,900.	
Recommended Action/Motion: Approve the proposal from Sourcewell to provide the Riverfront Coordinator position in 2019 as outlined in the proposal 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 \$ <u>\$16,900</u> Is this budgeted? ☒ Yes ☐ No \$17,000 is in the proposed 2019 budget. <u>Please Explain:</u>	



September 6, 2018

Re: City Budget

Dear Administrator Torstenson,

We proudly write to you as the Brainerd Riverfront Co-Chairman with our response to your invitation to submit a funding request to be included in the upcoming City of Brainerd budget cycle. The committee has identified a series of priorities for the remaining months in the Difference Maker Grant cycle and have begun planning for 2019.

To make 2019 a successful year for priorities and initiatives the Brainerd Riverfront Committee leadership has determined that the staffing of a *coordinator position* is imperative. **The BRC leadership requests \$33,333 in funds to hire a part-time (or consultant) Riverfront Coordinator.** This coordinator will be instrumental in the implementation of the Mississippi River Partnership Plan and will help advance funding opportunities for the construction of the riverfront trail and trailhead/outdoor learning center. Under leadership of the Community Development Director, this incumbent will aid in grant applications, funding review, and project management work. This funding request is the exact dollar-for-dollar amount that was allotted by the Brainerd Lakes Area Community Foundation. The committee views this as “year 4” of funding, but financially supported by the City of Brainerd.

Advancing the development of the riverfront trail is the highest project priority for the committee in 2019. **The BRC leadership also requests \$40,000 to support a trail feasibility study.** This assistance will total 40 percent of the total study cost. The committee will seek local funding for the remainder of the dollars needed to complete this work (totaling nearly \$60,000). We have received a proposal outlining the cost of a feasibility study that would analyze a proposed trail alignment from Washington Street southernly to Rotary Riverside Park. The proposal includes four areas of study which equates to an estimated \$100,000 in feasibility work. **The completion of this study will provide a feasible trail alignment as well as an estimated construction costs.**

REQUEST	EST. HRS/WK	TOTAL COST
Priority 1: Allocate funding for a Riverfront Coordinator position	20	\$33,333 per year
Priority 2: Allocate funding for portion of Riverfront Trail Feasibility Study	n/a	\$40,000
TOTAL		\$73,333.00

Our two priorities are described above. We understand the current fiscal constraint that the city is faced with. We encourage the city council to select both of our priorities. We wish to communicate that our first priority is funding for a Riverfront Coordinator position.

It's through this support that the Brainerd Riverfront Committee will continue to thrive. After nearly three years of dedication and hard work, the committee has never been so close to identifying hard construction costs for two vital projects. We thank you for your continued support.

Best Regards,

JOHN FORREST

BRAINERD RIVERFRONT COMMITTEE INTERIM CO-CHAIRMAN

DON GORHAM

BRAINERD RIVERFRONT COMMITTEE INTERIM CO-CHAIRMAN



Planning and Zoning Services

Sourcewell at your Service

December 12, 2018

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Sourcewell
Formerly NJPA



Sourcewell

202 12th Street NE
Staples, MN 56479



Proposal to Perform Planning and Zoning Services to the
City of Brainerd

Date	Services Performed By:	Services Performed For:
December 12, 2018	Sourcewell 202 12th Street NE Staples, MN 56479	City of Brainerd 501 Laurel Street Brainerd, MN 56401

Proposal Overview

Sourcewell proposes to provide *riverfront coordinator* hours to the City of Brainerd to aid in the implementation of the Mississippi River Partnership Plan (MRPP). The Riverfront Coordinator will continue to work alongside the City of Brainerd staff, the Brainerd Riverfront Committee (BRC), and the community’s public and private sectors on the implementation of the Mississippi River Partnership Plan (MRPP). The coordinator will seek to advance the goals within the document and work with project partners to identify objectives, measurable goals, and timelines for strategic redevelopment initiatives along the river. The coordinator will seek to develop a phased riverfront revitalization and implementation plan around the goals within the MRPP and revised goals by the BRC.

Sourcewell’s City and County Solutions Department

Sourcewell is one of nine Minnesota Service Cooperatives that offers regionally focused programs for our government and education members that comprise an area known as "Region 5." We successfully aid our local members in the planning, development, and provision of valued services in a vast array of fields, as well as regional programs for Insurance, Educational Solutions, IT support, Cooperative Purchasing, and more.

In an effort to reinvest into Region 5, Sourcewell has committed to offering various programs and services to City and County Members. It has been our goal to establish these programs and services with your participation and input. With your feedback, we have been able to create programs and services that we hope will be valuable to you.

Period of Performance

Sourcewell proposes to provide ten (10) hours of service per week to the City of Brainerd. The services will be provided From January 1, 2019 through December 31, 2019. The Riverfront Coordinator would generally have office hours at Brainerd City Hall one day a week, with desk time from 8:30 a.m. – 3:30 p.m. on Wednesdays; equaling seven hours. The remaining three hours will occur “off-site.”

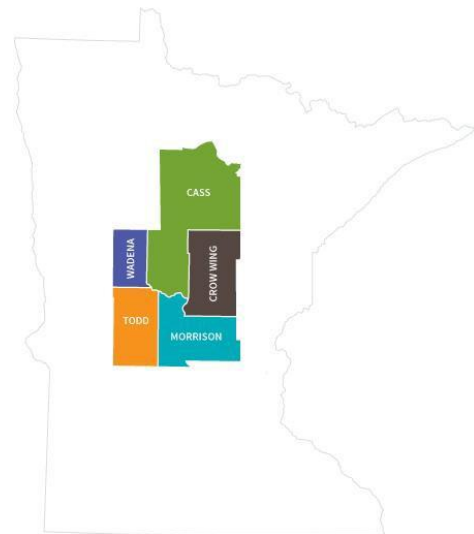
Current Projects and Engagement Resources

Sourcewell currently provides Planning Services for the following communities: Brainerd, Breezy Point, Crosslake, Frazee, Isle, Long Prairie, and Staples. Sourcewell’s Planning and Zoning staff provides Zoning Administration Services for the cities of Crosby, Deerwood, Emily, Fifty Lakes, Garrison, Jenkins, Pequot Lakes, Trommald, Manhattan Beach, Wahkon, Isle, Sebeka, Genola, Osakis, Buckman, Ironton, Remer, Pine River, Ottertail and Crow Wing Township.

PLANNING AND ZONING SERVICES

Sourcewell offers Planning and Zoning Specialists dedicated to offering planning and zoning services in Region Five. These staff are made available to Cities, Counties, and Townships. Sourcewell offers this service on contract with Cities and Counties or on a project basis. Through this service, Sourcewell can offer assistance with:

- Zoning Reviews (Variances, Conditional Use Permits)
- Permitting
- Ordinance Reviews/Amendments
- Project/City Planning
- Plat and Subdivision Reviews
- Park, Trail, and Open Space Plans
- Community Engagement
- Downtown Plans
- Comprehensive Planning
- Mapping Services
- More at Request



At Sourcewell, our mission is to build valued relationships and deliver innovative solutions with integrity, exceeding the expectations of our members.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- Serve as the coordinator assigned to the City;
- Identify implementation strategies for the Mississippi Riverfront Partnership Plan;
- Identify new projects and partners where feasible and achievable;
- Provide a timeline with benchmarks and appropriate metrics for each project initiative;
- Work with Community Development Director to identify appropriate funding sources;
- Aid in the development of grant applications with the Community Development Director;
- Engage the community through various ways and gather input;
- Create videos, website content, and social media communication for the project;
- Create relationships and advocate for the project's success;
- Complete reports, studies, and other required documentation with the assistance of the City;
- Hold monthly strategy and update meetings with the City; and
- Attend, staff, and participate in all Brainerd Riverfront Committee Meetings.

The above list outlines tasks for riverfront-related project needs outlined in the Mississippi River Partnership Plan (MRPP). Sourcewell acknowledges the various community development activities that are occurring within the City. We consider the above list to support the work outlined in the MRPP. Our team cannot offer fundraising expertise or execution, nor provide general city-wide trail coordination services. Our project staff can connect you with partners in these areas to assist with this work.

Fee Schedule

Sourcewell proposes to provide an average of ten (10) hours of service per week to the City of Brainerd. This service will be billed on an hourly basis with an average of 6.5 hours billed per week. In addition, the Riverfront Coordinator will provide an average of 3.5 hours of in-kind work per week. The in-kind hours are meant to provide a value-added service. Sourcewell reserves the right to determine if these additional hours are needed per week to complete project efforts.

Item Description	Hourly Rate	Number of Hours Annually	Total
Hourly Planning and Zoning Rate	\$50.00	338	\$16,900
In-kind Hours (not billed)		182	\$0.00
Total		520	\$16,900

Invoice Procedures

The City of Brainerd will be invoiced monthly for the riverfront coordinator hours provided by Sourcewell. Invoices are due upon receipt. There will be no retainer fee or out-of-pocket expenses charged to the City of Brainerd. The hourly rate is the only charge to be invoiced.

Bill to Address	Bill from Address	Contract Cost Maximum
City of Brainerd 501 Laurel Street Brainerd, MN 56401	Sourcewell 202 12 th Street NE Staples, MN 56479	\$16,900

Proposal Acceptance

IN WITNESS WHEREOF, the parties hereto have caused this proposal to be accepted as of the _____(day), _____(month) and _____(year) first written above. A Sourcewell Shared Services Agreement will follow.

City of Brainerd

By: _____

Title: _____

Sourcewell

By: _____

Title: _____

