CITY COUNCIL AGENDA

Brainerd, Minnesota
October 7, 2019
7:30 P.M.
Brainerd City Hall
Council Chambers

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

2. **Pledge Of Allegiance**

3. **Administer Oath Of Office**
   Tad Erickson - Alderman, At Large

4. **Roll Call**
   ___ J. Lambert ___ K. Stunek ___ D. Pritschet ___ K. Bevans

   ___ D. Badeaux ___ T. Erickson ___ G. Johnson ___ Mayor Menk

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

6. **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 September 16, 2019

Documents:

20190916_CC draft .pdf

B. **Approval Of Licenses**
   Contractor Licenses - 1 - New; 1 - Renewal

Documents:

Contractor Licenses.pdf

C. **Department Activity Reports**
   1. Fire Chief
   2. Parks Director

Documents:

Fire Chief Report.pdf
Park Director Report.pdf

D. **Adopt Resolution Accepting Donations & Contributions For The 3rd Quarter 2019**

Documents:

3rd Qtr 2019.pdf

E. **Resolution To Renew Memorandum Of Understanding With Central Lakes College**

Documents:

Resolution to Renew with Central Lakes College.pdf

7. **Community Member Of The Month**

- Rick Fargo

8. **Presentations**

A. **PulsePoint Presentation**

Documents:

2019 Agenda Request PulsePoint Presentation.pdf

B. **Police Facility Project - Consideration Of Authorization To Bid**

Documents:

Authorization to Bid Police Facility Project.pdf

C. **Adoption Of Comprehensive Plan**

Documents:

Adoption of Comprehensive Plan.pdf

9. **Council Committee Reports**

A. **Personnel And Finance Committee - 6:45 P.m.**

Documents:

2019-10-07_PF.pdf

1. Approval Of Bills & Payments To Contractors

Contractor	IMP#	Project	Amount Paid	Contract Amount
Astech	19-03	2019 Seal Coating	$167,845	$168,017
Anderson Brothers	18-09	College Drive Overlay	$454,223	$484,029
Anderson Brothers	18-08	South 4th St. Overlay	$138,634	$141,164
Tom's Backhoe	17-10	SE Alley Sanitary Sewer	$448,910	$462,288

2. 2019 DNR Grant Award

   Documents:

   2019 DNR Grant Award.pdf

3. MN Fire Department Turnout Gear Dryer Award Program

   Documents:

   MN Fire Department Turnout Gear Dryer Award Program.pdf

4. Sale Of Ladder #2 In 2020

   Documents:

   Sale of Ladder 2 in 2020.pdf

5. Riverfront Trail Feasibility Study Proposal

   Documents:

   Riverfront Trail Feasibility Study Proposal.pdf

6. Ratify The Hiring Of James Kramvik As Zoning Specialist - Permit Technician

   Documents:

   Ratify the Hiring of James Kramvik as Zoning Specialist_Permit Technician.pdf

7. Ratify The Hiring Of Seth Greenwaldt As Street & Sewer Maintenance I

   Documents:

   Ratify the Hiring Seth Greenwaldt as Street Maintenance I.pdf

8. Thoreen Interim City Administrator Agreement

Documents:

Thoreen Interim City Administrator Agreement.pdf

9. 2020 Health Insurance Renewal

Documents:

2020 Health Insurance Renewal Rates and Options.pdf

10. Consulting Agreement With Hildi, Inc. For Actuarial Services To Comply With Government Accounting Standard Board (GASB) 74/75 Relating To Other Post Employment Benefits (OPEBs)

Documents:

Agreement with Hildi Inc.pdf

11. Tower Award Options

Documents:

Tower Awards.pdf

B. **Safety And Public Works Committee - 7:00 P.m.**

Documents:

20191007_SPW.pdf

1. Event/Alley Closure Application - Zion Lutheran Church Trunk-Or-Treat

Documents:

Event and Alley Closure Application - Zion Lutheran Trunk-or-Treat.pdf

2. Event/Street Closure Application - St. Francis School Marathon

Documents:

Event and Street Closure Application - St. Francis School Marathon.pdf

3. Improvement 17-10 - Sanitary Sewer Project - Alley Oak To Pine From SE 11th Street To SE 19th Street - Final Pay Estimate Number 4

Documents:

Improvement 17-10 - Final Pay Estimate Number 4.pdf

4. Improvements 18-08 And 18-09 - College Drive And South 4th Street Mill And Overlay Project - Final Pay Estimate Number 2

Documents:

Imp. 18-08 and 18-09 - Pay Est. No. 2 Final - College and 4th Overlay.pdf

5. Improvement 19-03 - 2019 Seal Coat Project - Final Pay Estimate Number 1

Documents:

Improvement 19-03 - Final Pay Estimate Number 1.pdf

6. City-Wide Hydrologic And Hydraulic Modeling - Consideration Of Proposal For Services

Documents:

Engineering Services for City-Wide Hydrologic and Hydraulic Modeling.pdf

7. Jackson Street And NW 3rd Street Improvement - Request To Authorize Letter Report

Documents:

NW 3rd Street and Jackson Street Letter Report.pdf

8. Transit Package Policy

Documents:

Transit Package Policy.pdf

10. **Unfinished Business**

A. **Call For Applicants - Informational**

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

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

Cable TV Advisory Committee - 1 term (Expire 2019) - 2 terms (Expire 2021)
Charter Commission - 2 terms (Expire 2020) - 1 term (Expire 2021) - 1 term (Expire 2022)

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

Economic Development Authority (EDA) - 1 term (Expire 2020)

B. **City Hall Annex Roof Evaluation And Drivers Licence Office Lease**

Discussion

Documents:

City Hall Annex Roof Evaluation and Drivers Licence Office Lease Discussion.pdf

C. **Public Hearing - 5-Year Street And Sewer Capital Plan And Adoption Consideration**

Documents:

Public Hearing - 5-Year Street and Sewer Capital Plan and Adoption Consideration.pdf

D. **Public Hearing And Resolution - Petition And Consideration To Vacate Northern Pacific Road And Blacksmith Circle In Southeast Brainerd**

Documents:

PH and Res - Northern Pacific Road and Blacksmith Circle Vacation.pdf

11. **New Business**

A. **Memorial Park Parking Lot - Mike Higgins, Owner Of BIC Interested In Purchasing From The City**

Documents:

Mike Higgins Memorial Park lot.pdf

12. **Public Forum**

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

13. **Staff Reports**

(Verbal: Any Updates since Packet)

14. **Council Member Reports**

15. **Adjourn To IDI Assessment Celebration On October 15, 2019 From 5:30 P.m.-7:30 P.m. At The Luminary Fern, 1561 Northern Pacific Road**

Note: Safety and Public Works Committee will meet at 7:00 p.m.
Personnel and Finance Committee will meet at 6:45 p.m.

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

MISSION
"Provide high quality, cost effective public services and leadership in creating

a sustainable city"

Brainerd, MN
September 16, 2019

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 Johnson.

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

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

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO AMEND THE AGENDA TO ADD THE COMMITTEE APPLICATION SUBMITTED BY JERRY SINNER FOR REAPPOINTMENT TO THE ECONOMIC DEVELOPMENT AUTHORITY.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT THE CONSENT CALENDAR.

A. Approval of the Minutes of the Regular Meeting held on September 3, 2019, and the Special Meeting held on September 9, 2019 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 1 – New; 1 - Renewal

C. Department Activity Reports - Approved

1. Police Chief
2. Finance Director

D. Economic Development Authority (EDA) Update to Council - Approved

E. Minnesota Lawful Gambling Application for Exempt Permit – Submitted by Brainerd Amateur Hockey Association, PO Box 38, Brainerd for an Event to be Held on February 17, 2020 at Roundhouse Brewery, 1551 Northern Pacific Rd., Brainerd – Approved

F. Minnesota Lawful Gambling Application to Conduct Excluded Bingo – Submitted by Lakes Area Bowling Association, 1301 11th Ave NE, Brainerd. Bingo Events to be Held at Jack's House, 300 Highway 25 S., Brainerd November 18-22, 2019 - Approved

G. Minnesota Lawful Gambling Application to Conduct Excluded Bingo – Submitted by Knights of Columbus, 411 N. 10th St., Brainerd. Bingo Events to be Held at January 23 and 30, and February 6 and 13, 2020 at St. Francis Church, 404 MN. 9th St., Brainerd - Approved

H. Update Employee Policy Manual to Reflect HR and IT/GIS Title Changes - Approved

Upon roll call, members Lambert, Stunek, Bevans and Johnson voted “aye”. No member voted “nay”. The Chair declared the motion carried.

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills – Approved

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

Upon roll call, members Lambert, Stunek, Bevans and Johnson voted “aye”. No member voted “nay”. The Chair declared the motion carried.

River To Rail Subsidy Reporting – Informational

Finance Director Hillman indicated she researched the criteria needed for the City to report to the state the River-to-Rail Economic Incentives. She stated if the City forgives more than $25,000 or has a loan to a business in the amount of $75,000-$150,000, it is considered financial assistance and the grantee must comply with the City’s business subsidy policy. She indicated if assistance is greater than $150,000, it is subject to a public hearing and state reporting requirements. She stated the River to Rail incentive amounts will be tracked and monitored.

School Resource Officer Contract with ISD 181 - Approved

MOVED AND SECONDED BY ALDERMEN STUNEK AND LAMBERT, DULY CARRIED, TO APPROVE AND AUTHORIZE SIGNATURES ON THE SCHOOL RESOURCE OFFICER CONTRACT BETWEEN THE CITY OF BRAINERD AND INDEPENDENT SCHOOL DISTRICT 181.

Authorization to use DWI Forfeiture Funds for Squad Video Storage System - Approved

MOVED AND SECONDED BY ALDERMEN STUNEK AND LAMBERT, DULY CARRIED, TO APPROVE THE POLICE DEPARTMENT TO UTILIZE APPROXIMATELY $9,000 IN DWI FORFEITURED FUNDS TO CONVERT THE SQUAD CAR VIDEO SYSTEM SERVER TO A CLOUD BASED PLATFORM SUPPORTED BY THE CURRENT VENDOR AND FUND ANNUAL COST OF THE SYSTEM UTILIZING DWI FORFEITURE FUNDS FOR AT LEAST 5 YEARS.

Safety and Public Works Committee Report

Improvement 19-13 – SE Interceptor Replacement Project – Consideration of Quotes - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT THE QUOTE FROM TOM’S BACKHOE IN THE AMOUNT OF $120,576 TO BE PAID FROM THE SEWER ACCESSIBILITY CHARGE (SAC) FUNDS.

Unfinished Business

Interim City Administrator Position - Approved

Council Member Bevans indicated the previous City Administrator, James Thoreen, has offered his services to serve as the Interim City Administrator on a three-day workweek until a new Administrator is hired. He stated after consulting with Gary Weiers from DDA Human Resources Inc., the position will be posted once approved by the Council. He said there were two excellent staff members that also showed interest in the position.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE APPOINTMENT OF JAMES THOREEN TO SERVE AS AN INTERIM CITY ADMINISTRATOR UNTIL A NEW ADMINISTRATOR IS HIRED.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO RESCIND THE FOLLOWING MOTION FROM THE SEPTEMBER 9TH MEETING:

- *MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO OPEN AN INTERIM CITY ADMINISTRATOR POSITION APPLICATION PROCESS TO CLOSE WEDNESDAY, OCTOBER 2ND AT 4:30 PM.*

Committee Recommendations – Recommended by Mayor Menk – Approved

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO REAPPOINT JERRY SINNER TO THE ECONOMIC DEVELOPMENT AUTHORITY WITH A TERM TO EXPIRE SEPTEMBER 7, 2025.

Call for Applicants – Informational:
(Application Information at www.ci.brainerd.mn.us/boards/)

Mayor Recommended: (terms to expire on 12/31 of said year)
Cable TV Advisory Committee – 2 terms (Expire 2021)
Charter Commission – 1 term (Expire 2020) - 1 term (Expire 2021) – 1 term (Expire 2022)

Mayor Recommended: (terms to expire 09/07 of said year)
Economic Development Authority (EDA) – 1 term (Expire 2020)

New Business

City Administrator Search – Mr. Gary Weiers from DDA to Discuss Timeline and Position Profile - Approved

The Chair welcomed Mr. Gary Weiers from DDA Human Resources Inc. via webcam to talk with the Council about the timeline and position profile that was provided. He stated that upon approval, the profile and position will be posted Tuesday, September 17th and will stay open for approximately one month. At that time, Mr. Weiers said he will select the top ten or twelve candidates, assign them a video interview and a personality index. Mr. Weiers stated the Council will have access to all the candidate information at the end of October and his targeted date to return to Council is November 4th, with potential interview dates of November 18th-19th.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO APPROVE THE PROPOSED CITY ADMINISTRATOR SEARCH TIMELINE AND POSITION PROFILE AS PRESENTED BY MR. GARY WEIERS FROM DDA HUMAN RESOURCES INC.

Five-Year Brainerd and Crow Wing County Public Transit Plan – Approved

MOVED AND SECONDED BY ALDERMEN STUNEK AND BEVANS, DULY CARRIED, TO ADOPT THE FIVE-YEAR TRANSIT PLAN AS PRESENTED.

Resolution – Declaring the Costs to be Assessed, Ordering Preparation of Proposed Assessment and Ordering a Public Hearing on Proposed Assessment for DTSS and Nuisances – Adopted by Resolution No. 50:19

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT A RESOLUTION THAT SETS THE PUBLIC HEARING FOR OCTOBER 21, 2019, DECLARES THE ASSESSMENT AMOUNT, ORDERS PREPARATION OF THE PROPOSED ASSESSMENT FOR THE DOWNTOWN SPECIAL SERVICES DISTRICT, DOWNTOWN SNOW REMOVAL AND 2019 NUISANCE ABATEMENT, AND ORDERS PREPARATION OF THE ASSESSMENT ROLL.

RESOLUTION NO. 50:19

Upon roll call, members Lambert, Stunek, Bevans and Johnson voted “aye”. No member voted “nay”. The Chair declared the motion carried.

Resolution – Declaring the Costs to be Assessed, Ordering Preparation of Proposed Assessment and Ordering a Public Hearing on Proposed Assessment for IMP 17-06 and IMP 17-07 – Adopted by Resolution No. 51:19

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT A RESOLUTION THAT SETS THE PUBLIC HEARING FOR OCTOBER 21, 2019, DECLARES THE ASSESSMENT AMOUNT, ORDERS PREPARATION OF THE PROPOSED ASSESSMENT FOR IMPROVEMENTS 17-06 AND 17-07, AND ORDERS PREPARATION OF THE ASSESSMENT ROLL.

RESOLUTION NO. 51:19

Upon roll call, members Lambert, Stunek, Bevans and Johnson voted “aye”. No member voted “nay”. The Chair declared the motion carried.

Planning Commission

Final Reading – Proposed Ordinance No. 1500 – An Ordinance Amending Section 515-18 Outdoor Lighting Standards - Denied

The Chair opened the public hearing at 8:01 p.m.

The Chair recognized Matt Killian, Brainerd Lakes Area Chamber of Commerce, who spoke against the ordinance on behalf of the Chamber and the Board of Directors. He stated the improvements Brainerd has made are great and this ordinance is extremely restrictive. He said it could be expensive over time and increase public safety concerns.

The Chair recognized Tim Ramerth, project manager at WSN, who spoke against the ordinance on behalf of the Chamber's Government Affairs Committee and Brainerd Public Schools. He stated in the various meetings he has attended he has not seen any documentation that supports the rationale behind the thirteen-foot height. He referenced different articles that recommended higher lighting for safety and less shadowing. He stated another issue is this ordinance would not take into consideration the approved Conditional Use Permit for the lighting at the high school that has not yet been installed, which was approved at 23-feet.

The Chair recognized Scott Magnuson, superintendent at Brainerd Public Utilities (BPU), who spoke against the ordinance. He stated he was concerned about the streetlights that are not in the right-of-way and the shorter height could result in increased vandalism.

The Chair recognized Mike Higgins, owner of Brainerd Industrial Center, who spoke against the ordinance for several reasons, including snowplowing around the fixtures. He said the shorter the light poles are, the more fixtures are needed to light the area. He indicated the City has a Conditional Use Permit application process that takes care of issues without having to rewrite an ordinance.

The Chair closed the public hearing at 8:20 p.m.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND STUNEK TO SEND THE PROPOSED ORDINANCE NO. 1500 OUTDOOR LIGHTING BACK TO THE PLANNING COMMISSION TO ADDRESS THE ISSUES BROUGHT FORTH TONIGHT AND TO HOLD A PUBLIC HEARING AT THE PLANNING COMMISSION MEETING IN OCTOBER.

Council Member Bevans stated the existing ordinance adequately identifies the requirements and alternate heights can be requested by conditional use permit.

Council discussion took place.

Member Lambert voted "aye". Members Stunek, Bevans and Johnson voted "nay". The Chair declared the motion failed.

There was no further discussion of changes to the current ordinance.

Public Forum

The Chair opened the Public Forum at 8:32 p.m.

No one came forward.

The Chair closed the Public Forum at 8:32 p.m.

Staff Reports

City Engineer Sandy received a comment from a resident asking if the City Project Management Team committee meetings for the upcoming Highway 210 corridor project will be open to the public. City Attorney Langel said it is at the discretion of the Council, as it is not covered by the open meeting law. It was determined to have it open to the public with time limits for speaking.

Community Development Director Chanski stated the Planning Commission will be holding a public hearing on Wednesday, September 18th at 6:00 pm to hear input regarding the Comprehensive Plan.

City Administrator Torstenson thanked everyone for the opportunity to serve the City of Brainerd, as this is her last Council meeting before moving back to Illinois. She said Brainerd is a fabulous community with great schools, people and quality of life.

Council Member Reports

Mayor Menk presented City Administrator Torstenson an appreciation plaque for her service to the City of Brainerd. All Council Members thanked her for her service and wished her well on future endeavors.

Closed Session Pursuant to MN Statutes 13D.05, Subd. 3(C)(3), To Develop or Consider Offers or Counteroffers for the Purchase or Sale of Property at 304 Washington Street, 422 4th Street NW, 623 4th Street NW, 502 Jackson Street, 424 3rd Street NW and 622 4th Street NW, Brainerd – 8:40 p.m.

The Chair reconvened into open session – 8:52 p.m.

Adjourn to Klobuchar Staff Public Roundtable Discussions on Transportation, Infrastructure, Broadband and Housing September 17, 2019 at 12:15 p.m. at Crow Wing County Land Services – 8:54 p.m.

_____
Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS

CITY COUNCIL MEETING
October 7, 2019

(1 New, 1 Renewal)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
LAKES AREA ROOFING & GENERAL CONTR* 10300 CROW WING HEIGHTS DR BRAINERD, MN 56401 19-0221	(218) 828-3577	RSBC	9/8/2020	12/31/2019	
HONER EXCAVATING INC PO BOX 676 PINE RIVER, MN 56474- 19-0220 (New)	(320) 250-6465	EXCA	1/1/2020	9/25/2020	

Brainerd Fire Department

To: Mayor and City Council

From: Tim Holmes, Brainerd Fire Chief

Date: October 1, 2019

Re: September 2019 Activity Report

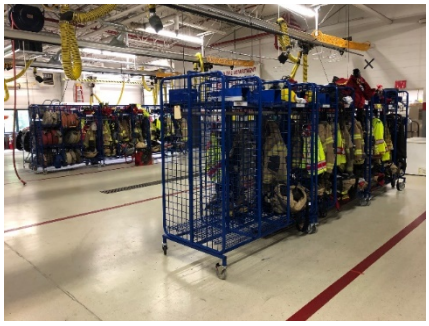
September brings fire safety education to area children. In September, we presented education to Garfield School Grades K – 4, Washington Preschool and several day cares.

Several firefighters also participated in the Bataan March event.

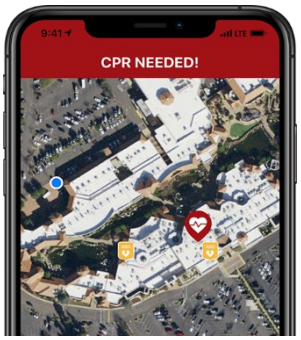
Six firefighters completed Fire Apparatus Operator (FAO) certification. This training and certification is very beneficial to the department and gives firefighters the skills and knowledge to operate all our apparatus with confidence.

Firefighters participated in Pumping/Drafting training at the Whipple Beach access; Technical Rescue training which involved removing a victim from a flat roof and removing a victim from inside of a culvert; and participated in the Brainerd Lakes Regional Airport Tabletop Exercise required by the FAA.

The Facility Location/Needs Study is in full swing with Five Bugles Design and their consultants.



Work has started on the installation of the Station 2 generator.



We are also working on the kickoff at the end of this month for the PulsePoint project. PulsePoint is a mobile application available on your phone that empowers everyday citizens to act in the event of a sudden cardiac arrest where CPR is needed. PulsePoint allows citizens to make a significant difference in someone's life that needs CPR and early defibrillation from a sudden cardiac arrest. Chief Holmes will present more information on this project at the Council meeting.

Our annual open house is Thursday, October 10 from 5 to 7 pm at the Laurel Street station. Stop by to learn about fire safety, meet the firefighters and see the equipment, and meet area emergency providers.

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

Camper Fire	1
Grass Fire	1
Vehicle Crash	4
Gas Leak	1
Smoke Removal	4
Assist Another Governmental Agency	3
Unauthorized Burning	1
Authorized Burning	1
Good Intent Call	2
Canceled Enroute	5
Alarm Activation	7
Carbon Monoxide Alarm	1
Lightning Strike	1
Total	**32**

City of Brainerd Incident Report

Vehicle Crash	2
Gas Leak	1
Smoke Removal	1
Unauthorized Burning	1
Good Intent Call	1
Canceled Enroute	3
Alarm Activation	2
Total	**11**

Parks and Recreation Report

October 2019

- The Park Board has been meeting weekly with Joe Dubel and Tim Houle from Widseth Smith Nolting to discuss the Memorial Park design. A final conceptual plan, including estimated costs, will be presented to the City Council at its Oct. 21 meeting.

- Staff ordered four signs for the Buffalo Hills Trail with funds provided by Crow Wing Energized. Remaining funds from the $2,500 grant will be used to purchase three benches to place along the trail.

- The Park Board reviewed pavilion, campground and adult activity and umpire rates, and youth participation and sponsorship fees.

  Beginning Jan. 1, 2020:

- Pavilion rates will be raised $5. The Gregory Park pavilion/kitchen rental will be $65 Monday through Friday and $85 Saturday and Sunday. There will be a $25 refundable key deposit and a $25 refundable cleaning fee for the Gregory Park kitchen. Pavilion rates were last raised in 2003.
- Campground rates will be raised $5 on Fridays and Saturdays, holidays and NHRA race week. Campground rates were last raised in 2018
- The Mills Field night rate (with lights) will be increased to $150 per game, a $50 increase. The day rate ($50) will remain the same.
- The adult tournament field rental rate will be increased to $50 per game, a $20 increase.
- The outdoor rink rental rate will increase to $25 per hour, an increase of $10.
- Adult umpire per game pay will increase to $30 from $24 due to difficulty in hiring and retaining umpires.
- Adult league fees will be increased as follows: Summer leagues: $50 per team except for Masters (no umpires); fall softball: $25 per team; kickball: $5 per team.
- Youth participation and sponsorship fees remain unchanged.

- Mike Padgett has taught youths how to skate at the Gregory Park rink for about 40 years. With the new warming house set to open, the Park Board voted to recognize Mr. Padgett with a plaque to be mounted in the warming house for his years of service to the community. The plaque will be presented to Mr. Padgett at the warming house/pavilion grand opening at 12:30 p.m. prior to the Great Pumpkin Festival.

- The 13th annual Great Pumpkin Festival will take place from 1-4 p.m. Saturday, Oct. 12, at Gregory Park. Outback Trail Rides is donating approximately 100 pumpkins to be given away at the event.

- The Howl-O-Ween event will take place from noon to 1 p.m. Saturday, Oct. 19, at Buster Park.

M E M O

TO: **Mayor and Council**

FROM: **City Administrator James Thoreen**

DATE: **October 2, 2019**

RE: **Resolution Accepting Donations & Contributions for 3rd Quarter 2019**

Attached is a resolution accepting donations and contributions that have been made to the City of Brainerd for the period of July 1 through September 30, 2019. The City is very appreciative to all who have made these contributions. The funds from the donations and contributions will be used as requested by the donor.

A resolution needs to be adopted with a two-thirds vote of the Council. The item appears on the October 7th, 2019 agenda.

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

\pz

RESOLUTION
NO. __:19

RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS FROM JULY 1, 2019 THROUGH SEPTEMBER 30, 2019

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:

Name of Donor	Amount	Requested Use of Donation or Contribution

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 October, 2019

_____
GABE JOHNSON
President of the Council

Approved this ___ day of October, 2019

_____
EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

MEMO

www.ci.brainerd.mn.us

TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: October 1, 2019
SUBJECT: 2019 – 3rd Quarter Donations

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

• Baxter Lions Club	$ 500	PulsePoint Project
• BlackRidgeBANK	$ 100	PulsePoint Project
• Brainerd BN Credit Union	$ 50	PulsePoint Project
• Brainerd Sertoma Club	$ 100	PulsePoint Project
• Brainerd VFW	$ 500	PulsePoint Project
• Crosby Fire Relief Assn.	$ 250	PulsePoint Project
• Cuyuna Fire Relief Assn.	$ 500	PulsePoint Project
• Cuyuna Range Medical Center	$ 5,000	PulsePoint Project
• Initiative Foundation	$ 5,000	PulsePoint Project
• Ironton American Legion	$ 100	PulsePoint Project
• LifeLinkIII	$ 1,000	PulsePoint Project
• Mills Automotive	$ 1,000	Donation
• Sourcewell	$15,000	PulsePoint Project
• WalMart	$ 5,000	PulsePoint Project
• Anderson, Jill	$ 25	Donation

Feel free to contact me with any questions.

MEMO

TO: **Connie Hillman, Finance Director**

FROM: **Corky McQuiston, Chief of Police**

DATE: **September 30th, 2019**

RE: **3rd Quarter 2019 Donations**

The Brainerd Police Department received the following donation on September 26th, 2019:

• Diamondback Model 700 TM Treadmill	$1500	Thomas & Beth Pfingsten Minneapolis, MN

MEMO

TO: **Connie Hillman, Finance Director**

FROM: **Corky McQuiston, Chief of Police**

DATE: **October 1st, 2019**

RE: **3rd Quarter 2019 Donations**

The Brainerd Police Department received the following donations from July 1st to September 30th, 2019:

- $2786 Cash & Checks Joanne Johnson Funeral Memorial

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Resolution to Renew Memorandum Of Understanding with Central Lakes College

☐ INFORMATION ONLY ☑ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☑ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Police Chief McQuiston	**Department:** Police
Presenter (Name & Title): Police Chief McQuiston	**Estimated Time Needed:** 3 minutes

Summary of Issue:

The existing Memorandum of Understanding with Central Lakes College required by State Statute 135A.15 will be expiring on December 31, 2019. We need to renew the agreement to be compliant with the state law. The purpose and intent of this agreement is to promote cooperation and collaboration involving crimes of sexual assault, domestic violence, dating violence and stalking. This involves these crimes affecting a college student or college employee that occur within the jurisdiction of the Brainerd Police Department.

Alternatives, Options, Effects on Others/Comments:

The City Attorney reviewed the original agreement signed in 2017, and determined it complied with the state law requirements. There are no changes to the new MOU, other than the new effective and ending dates.

Recommended Action/Motion:

Adopt the included resolution authorizing the Mayor and Police Chief to sign and execute the attached MOU with Central Lakes College.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☐ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA MEMORANDUM OF UNDERSTANDING ON BEHALF OF MNSCU AND CENTRAL LAKES COLLEGE WITH THE CITY OF BRAINERD ON BEHALF OF ITS POLICE DEPARTMENT

WHEREAS, the City of Brainerd on behalf of its Police Department desires to enter into Memorandum of Understanding with the State of Minnesota by and through its Board of Trustees of the Minnesota State College and Universities (MNSCU) on behalf of Central Lakes College to be able to be in compliance with Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, as they relate to Sexual Harassment and Violence Policy, and Campus Sexual Assaults.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Brainerd, Minnesota as follows:

1. That the State of Minnesota Memorandum of Understanding by and between the State of Minnesota acting through MNSCU on behalf of Central Lakes College and the City of Brainerd on behalf of its Police Department, are hereby approved. Copies of the Memorandum of Understanding is attached to this Resolution and made a part of it.

2. That the Police Chief, Corky McQuiston and the Mayor Edwin Menk or their successors, are designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's adherence to Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2.

3. That Corky McQuiston, Chief of Police for the City of Brainerd, and Edwin L. Menk, the Mayor for the City of Brainerd, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this ____ day of _____, 2019

_____
GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2019

_____
EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective _____, 2019, by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Central Lakes College and The City of Brainerd. The City and the College may, from time to time herein, be collectively referred to as "the Parties."

WHEREAS, the City and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS, the City has a department, the Brainerd Police Department (PD), that is the principal law enforcement agency in the City of Brainerd, Minnesota, that exercises such authority and jurisdiction granted by the laws of the State of Minnesota; and

WHEREAS, the Minnesota Legislature recently passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by the new legislation, Minn. Stat. §626.891, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 3.

WHEREAS, the College has an administrator that serves as the Title IX Coordinator and is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the City and the College agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the parties' continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs in the City;

WHEREAS, in recognition of the College's obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the College, the purpose of this MOU is to acknowledge shared interests between the City and the College and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Sexual Assault and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College if PD reasonably believes that doing so would jeopardize its criminal investigation.

    a. The College and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College's obligations under state and federal law.

    b. If necessary, to prevent interference with its criminal investigation, PD will provide the College a report of sexual violence involving a College student-victim. PD will provide College with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the College will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PD will notify College when it has completed its initial investigation and notification to the parties by College will not interfere with the criminal investigation.

    c. When College receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PD.

    d. The College will provide PD with [*insert as applicable –an information sheet, brochure, copies of policies and procedures, etc.*] regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.

    e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. **Domestic Violence and Stalking.** The College agrees to provide PD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking. PD agrees that its investigators will strive to provide this information to student-victims as appropriate.

3. **Collection of Crime Statistics.** The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PD annually. PD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics.

4. **Emergency Notification and Crime Alerts.**

    a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

    b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty or staff, PD may notify the College so that the College can determine whether an emergency notification or timely warning should be issued by the College.

5. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties and may include the following.

    a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

    b. The College agrees to provide training to PD personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's administrative process and the criminal process, College resources, and other information that would be of value to PD.

    c. PD agrees to provide training to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence on agreed upon topics such as preservation of evidence.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

6. **Periodic Meetings.** The parties agree to meet [*insert time frame –for example, quarterly or annually as agreed to by the parties*] at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

    a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;

    b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and

    c. Discuss any other matters of importance to the parties.

7. **Term**. This MOU is effective on _____ or upon the date the final required signature is obtained by College, whichever occurs later, and shall remain in effect until December 31, 2021. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

8. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

9. **Modification.** This MOU may be modified only in a writing signed by both parties.

10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

11. **Assignment.** Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.

12. **Liability.** Each party is responsible for its own acts and behavior and the results thereof. College/College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

13. **No Third-Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

14. **Government Data Practices Act**. The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.

15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned hereto have executed this Memorandum of Understanding this ___ day of _____, 2019.

_____ _____

City of Brainerd Chief of Police Central Lakes College President

_____

City of Brainerd Mayor

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7th, 2019

Title of Item: PulsePoint Presentation

☑ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☑ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Fire Chief Tim Holmes	**Department:** Fire
Presenter (Name & Title): Fire Chief Tim Holmes	**Estimated Time Needed:** 15 minutes

Summary of Issue:

Presentation on PulsePoint.

Alternatives, Options, Effects on Others/Comments:

PulsePoint is a project that the fire department has been working on for about 18 months and will start implementing in October. PulsePoint is a mobile app. that will empower everyday citizens to act in the event of a sudden cardiac arrest where CPR is needed.

Recommended Action/Motion:

Informational

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

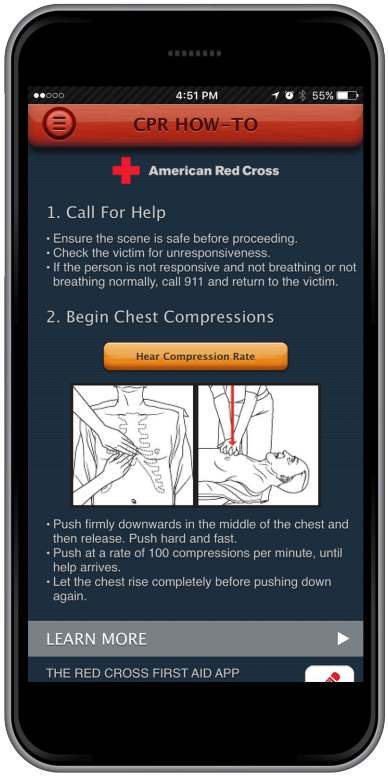
What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain: All costs will be covered by money that was donated specifically for the project.

PulsePoint

Sudden Cardiac Arrest



- Sudden Cardiac Arrest (SCA) is a leading cause of death in the United States, accounting for an estimated 356,000 deaths each year (SCA kills nearly 1,000 people a day or one person every two minutes).[1]
- Survival rates nationally for SCA are less than 11%.[1]
- Delivery of CPR is life-saving first aid, and can sustain life until paramedics arrive by helping to maintain vital blood flow to the heart and brain.
- Only about a third of SCA victims receive bystander CPR.
- Without oxygen-rich blood, permanent brain damage or death can occur in less than 8 minutes. After 10 minutes there is little chance of successful resuscitation. Even in modern urban settings the response times for professional rescuers commonly approach these time frames.
- The American Heart Association estimates that effective bystander CPR, provided immediately after sudden cardiac arrest, can double or triple a person's chance of survival.
- SCA can happen to anyone at any time. Many victims appear healthy with no known heart disease or other risk factors.
- In April 2008, the American Heart Association revised its recommendations and encouraged lay bystanders to use compression-only CPR as an alternative to the combined rescue breathing and chest compression method. It is believed that this change will significantly increase the willingness of bystanders to perform CPR.
- In 2015, CPR guidelines issued by the American Heart Association (AHA) recommend that communities consider using mobile app technology to alert CPR responders when someone nearby suffers sudden cardiac arrest. The new guidelines cite studies that show emerging mobile technologies can result in a "higher rate of bystander-initiated CPR".
- Sudden Cardiac Arrest is not the same as a heart attack. A heart attack occurs when blood vessels in the heart get clogged, preventing blood flow to sections of heart muscle. A heart attack, however, can lead to SCA by triggering an abnormal heart rhythm. SCA may be compared to an electrical problem in the heart, in contrast to a heart attack, which is more of a plumbing problem.
- Fifty-seven percent of adults in the U.S. say they have undergone training in cardiopulmonary resuscitation (CPR), most often due to work or school requirements. Most say they would be willing to use CPR to help a stranger. Most say they would be willing to use an automated external defibrillator (AED). Eleven percent say they have used CPR in an actual emergency.

[1] Heart Disease and Stroke Statistics - 2017 Update, American Heart Association

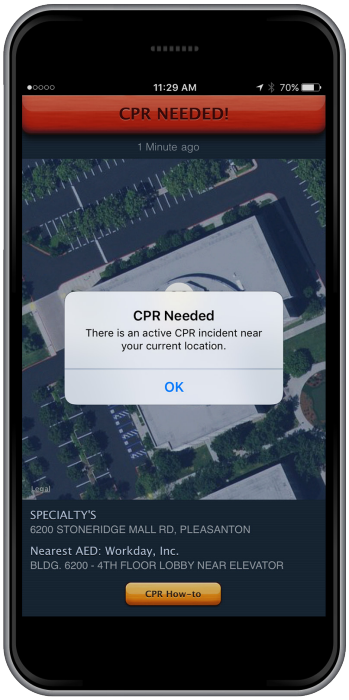
PulsePoint

PulsePoint Foundation
PO Box 12594
Pleasanton, CA 94588-2594
www.PulsePoint.org
info@PulsePoint.org

PulsePoint

PulsePoint Foundation

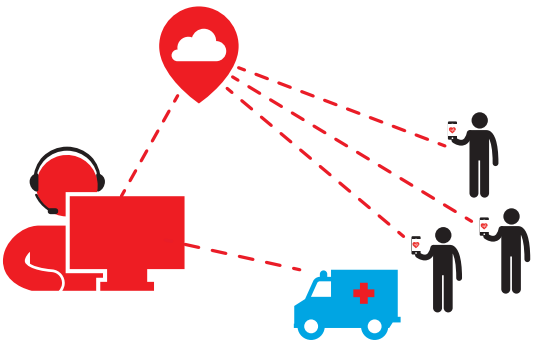
PulsePoint is a 501(c)(3) non-profit foundation based in the San Francisco Bay Area. Through the use of location-aware mobile devices PulsePoint is building applications that work with local public safety agencies to improve communications with citizens, empowering them to help reduce the millions of annual deaths from sudden cardiac arrest. Deployment of the PulsePoint app can significantly strengthen the "chain of survival" by improving bystander response to cardiac arrest victims and increasing the chance that lifesaving steps will be taken prior to the arrival of emergency medical services.



PulsePoint

- PulsePoint Respond is a mobile app that alerts CPR-trained citizens to someone nearby having a sudden cardiac arrest.
- The app is activated by the local public safety communications center simultaneous with the dispatch of local fire and EMS resources.
- The purpose of the app is to increase the survival rates of cardiac arrest victims by:
  - Reducing collapse-to-CPR times by increasing citizen awareness of cardiac arrest events beyond a traditional "witnessed" area.
  - Reducing collapse-to-defibrillation times by increasing awareness of public access defibrillator (AED) locations through real-time mapping of nearby devices.
- The app is only activated if the event is occurring in a public place (the app is not typically activated for residential addresses).
- In addition to the life-saving CPR/AED functionality, the app provides a virtual window into fire and EMS activity in the community, offering a unique opportunity for civic engagement.
- Since the app requires a connection to the local public safety communications center, it is only available where adopted and implemented by the local Fire/EMS agency.
- Learn more at www.PulsePoint.org.

1 SCA victim in need



2 911 system sends PulsePoint alert

3 Signal received by nearby PulsePoint users

4 Users rush to help victim before professional help arrives

Position Statement

Using Mobile Technology to Increase Cardiac Arrest Survival Rates

The International Association of Fire Chiefs (IAFC) endorses the use of technology for a citizen response in conjunction with community bystander cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) programs. When deployed in combination, survival from sudden cardiac arrest in both rural and metropolitan communities can be significantly improved.

Applications such as PulsePoint offer a unique way to involve the citizens in a local jurisdiction to not only become aware of when others need life or death assistance, but also provide them an avenue to render aid. This not only reflects well on the fire department but provides the community with a sense of ownership in the program.

The IAFC recognizes that implementing and sustaining PulsePoint cannot be reliant on political or philanthropic support alone; it needs a cultural change. The fire department must convince the community that sudden cardiac arrest is not just a job for emergency responders but rather a community-based issue that requires a community-based response.

When implementing a program to use technology to improve citizen response, the IAFC recommends that fire departments consider the following issues:

- **Activating Citizen Responders:** A citizen responder can include CPR-trained civilians or medical professionals who voluntarily participate in the program by installing PulsePoint on their smart phone. When citizen responders receive an alert through the app, they immediately can choose to initiate lifesaving treatment prior to the arrival of emergency responders. By using mobile technology, such as the PulsePoint app, the likelihood that a sudden cardiac arrest victim will receive CPR from a citizen responder greatly increases. However, it is important to recognize that, despite the fact that many cardiac arrests occur in private residences, the public-facing app is restricted to alerting only for events in public locations.

- **Verified Responder Program:** Many off-duty firefighters, emergency medical service providers and medical professionals are willing and able to respond to

nearby cardiac arrests and other time-sensitive emergencies. These professionals have experience responding to private locations and can be vetted and granted "Verified Responder" status in PulsePoint. These "Verified Responders" can be alerted for all cardiac arrests whether they occur in public or private locations. In addition, the IAFC recommends that verified responders be alerted to other types of time-sensitive emergencies.

The value of having off-duty fire department personnel included in the system is paramount to the success of the program, because it expands the reach of early CPR response in a community. A "Verified Responder" program also aids in formalizing the "always in service" dedication of fire department personnel. The IAFC recommends that fire departments considering implementation of a "Verified Responder" program consult with labor and management prior to implementation. Fire chiefs should consider modeling other successful implementations which have addressed these concerns using best practices.

- **AED Integration**: To further enhance the public's capability of deploying an AED on appropriate emergencies, communities should utilize an electronic database to track the location of all AEDs in their respective service areas. Mobile applications could be used to engage the public in reporting the location of AEDs to ensure the registry is current and comprehensive. By using the AED registry, a mobile app can alert a citizen or off-duty responder to the location of the closest AED, increasing the likelihood of getting the AED to the patient's side. Likewise, an electronic AED registry should be linked to the jurisdiction's communications center to direct 911 callers to the closest AED for providing lifesaving aid.

- **Connecting with the Community**: Mobile technology provides an opportunity for citizens to view listings of fire, rescue and medical calls being dispatched and answered in real time. The PulsePoint app allows localities to offer radio feeds that users can enable for a real-time audio feed of dispatch and responding units. Citizen use of the app to monitor calls in progress increases familiarity with the app and its operation and provides a tremendous public relations and awareness tool. A significant percentage of PulsePoint users are emergency responders and medical personnel. These users enjoy an added benefit of integration with the 911 system in real-time tracking of incidents, dispatches and units assigned. When integrated into the 911 system to provide automatic notifications of incidents, occasional delays that might occur in call-taking and dispatch can be offset by earlier notifications through technology, such as the PulsePoint app, even when such notifications are only seconds apart.

Submitted by the International Association of Fire Chiefs
Adopted by IAFC Board of Directors: 9 MAY 2018

How Does the App Work?
PulsePoint runs within the local ECC and delivers select dispatch system data to the PulsePoint cloud service. The service utilizes encrypted communication and secure identification with a highly reliable mutli-zone environment. The PulsePoint Respond app, cloud service and Connect product are all provided and maintained by the PulsePoint Foundation.

Does the App Raise any HHIPPA or Other Privacy Concerns?
The Health Insurance Portability and Accountability Act (HIPPA) protects the privacy of individually identifiable health information. On a "CPR Needed' notification, the app reports only an address (in a public place) and a business name, if available. Individually identifiable health information, such as name, birth date or a Social Security Number are never reported or known to the PulsePoint application.

How Do You Know if People Subscribing to the CPR/AED Notification are Really Trained and Qualified?
CPR today is very easy to perform and can be learned quickly in informal settings such as community street fairs, group training sessions, DVD-based courses or by watching online videos. These types of training environments do not provide certificates or other forms of skill documentation. Automated External Defibrillators (AEDs) require no training to use. Therefore there is no reason or even ability to verify that someone volunteering to helps others with CPR or an AED has been formally trained.

What Does a CPR Notification Look and Sound Like?
A CPR notification arrives as a normal push notification. This notification will be accompanied by a distinctive alert tone. Opening the notification will load the PulsePoint app. The screen will display the current location, the reported location of the cardiac arrest victim, and any nearby Automated External Defibrillators. To receive a CPR needed activation, you must have the CPR notification type selected in the Settings Menu and you must be in the immediate vicinity of a reported cardiac arrest. Notification radiuses vary by jurisdiction.

Is There a Risk that the App will Draw too Many Bystanders to the Emergency Medical Scene?
Only about a third of Sudden Cardiac Arrest victims receive bystander CPR, and public access Automated Defibrillators (AEDs) are used less than 3% of the time when needed and available. The current situation has far too few bystander rescuers – not too many. The goal of the app is to engage additional bystanders in these lifesaving acts. If this situation was to truly materialize in the future, it will a be a major success and the radius of the notification can be reduced.

How Do You Prevent Someone from Using the CPR/AED Notification to Steal from or Otherwise take Advantage of a Cardiac Arrest Victim?

For the app to be activated, someone must first call the local emergency number (such as 911) to begin a normal public safety response. This means the victim is likely not alone when the CPR/AED notifications are made. In addition, the app is only activated for incidents occurring in public places (not at someone's home) furthering the likelihood that others will be present. Also, since the app is only activated on devices in the immediate vicinity of the victim, a "Bad Samaritan" has little opportunity to be in the notification radius.

How big is the Notification Radius for CPR/AED Events?

The app aims to notify those essentially within walking distance of the event location. This distance is configurable. Higher population densities usually warrant a smaller notification radius. Likewise, a rural area may be notified over a broader area.

Can I be Sued if I Voluntarily help a Victim in Distress?

The purpose of the Good Samaritan Law is to protect individuals to assist a victim during a medical emergency. Most Good Samaritan laws are created specifically for the general public. The law assumes that there is no medically trained person available to assist the victim. Since the Good Samaritan typically does not have medical training, the law protects him or her from being liable from injury or death caused to the victim during a medical emergency. A general layperson is protected under the Good Samaritan laws as long as he or she has good intentions to aid the victim to the best of his or her ability during a medical emergency.

Could the App Make a CPR/AED Notification when CPR isn't Needed?

With dispatchers making rapid over-the telephone assessments of patients based on the observations of untrained callers, an incorrect determination can be made. For example, such a situation could occur with someone who has just had a grand mal seizure, passed out from too much alcohol or has a very high blood sugar. However if you tried to do CPR on such an individual, he or she would moan or push you away. An AED will not deliver a shock to a person in any condition where an effective heartbeat is present.

How is the PulsePoint Foundation Funded?

The PulsePoint Foundation is a 501(c)(3) nonprofit organization funded through a combination of license fees paid by adopting agencies, donations from private individuals and charitable foundations. Key sponsors includes Workday, The Wireless Foundation and El Camino Hospital.

Amount	**Implementation**
$10,000	PulsePoint Connect Read-Only CAD connection installation, configuration, testing, validation, AED registry organization, technical administration training, digital materials, project management launch
Amount	**Annual Cost**
$8,000	PulsePoint Respond Tier 1, which includes an annual subscription for covered population size less than 300,000, PulsePoint Respond License, Maintenance and Support of PulsePoint Connect CAD service, Pulse Point Admin and end-users
$2,500	Tier 1 Annual Subscription, which includes setup, training, support of Verified Responder registry and coordination of launch.

Launch Year	$10,000 + $10,500
Year 2	$10,500
Year 3	$10,500
Total Funding for 3 Years	$41,500

PULSEPOINT PROJECT DONATIONS

DONOR ORGANIZATION	AMOUNT
Sourcewell	$ 15,000
Essentia Health Foundation	$ 9,500
Cuyuna Range Medical Center	$ 5,000
Initiative Foundation	$ 5,000
WalMart	$ 5,000
North Memorial	$ 3,000
LifeLink III	$ 1,000
Mid-Minnesota Federal Credit Union	$ 1,000
Baxter Lions Club	$ 500
Brainerd VFW Post 1647	$ 500
Cuyuna Fire Relief Association	$ 500
Crosby Fire Relief Association	$ 250
Brainerd Sertoma Club	$ 100
Ironton American Legion Post 255	$ 100
BlackRidgeBANK	$ 100
Brainerd BN Credit Union	$ 50
Total Donations (16)	$46,600

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Authorization To Bid Police Facility Project

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☑ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): WSN and Contegrity Group	**Estimated Time Needed:** 5-10 Minutes

Summary of Issue:

WSN and Contegrity Group will be at the meeting with a short presentation and answering any questions as it relates to the scope, design, schedule, and costs of the police facility upgrades planned for late 2019 into early 2020.

Alternatives, Options, Effects on Others/Comments:

The presentation is informational.

Recommended Action/Motion:

Staff recommends authorization to proceed into the bidding phase of the project, as stated during the presentation.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Adoption of Comprehensive Plan

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☑ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☑ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Community Development Director	**Department:** Community Development
Presenter (Name & Title): CDD and Sourcewell Staff	**Estimated Time Needed:** 10 minutes

Summary of Issue:

The City of Brainerd began the comprehensive plan update process in 2017. As a part of this project, a community survey panel was formed and provided a vast and incredible amount of public opinion and guidance. In coordination with a diverse steering committee, the project team conducted a series of public outreach events to glean feedback from the public to ensure that this plan reflected their needs. A series of goals, policies, and action items have been developed to help achieve the vision for the City over the course of the next 10 years. Action is needed to adopt the Comprehensive Plan by the City Council.

Alternatives, Options, Effects on Others/Comments:

After two years of development, the Planning Commission voted to recommend adoption of the Comprehensive Plan to the City Council on Wednesday, September 18. Staff and our partners with Sourcewell will give a wrap-up presentation of the Comprehensive Plan with a short accompanying promotional video of the Brainerd community.

Recommended Action/Motion:

Motion to adopt the attached resolution adopting the City of Brainerd Comprehensive Plan.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☑ No

Please Explain:

RESOLUTION
No. ___:19

WHEREAS, the City Council has designated as one of the duties of the Planning Commission to write and revise its Comprehensive Plan when it finds need to do so; and

WHEREAS, the current Comprehensive Plan for the City of Brainerd was adopted by the City Council in 2004; and

WHEREAS, the Planning Commission determined the 2004 Comprehensive Plan was out dated, and it would be in the interest of the City and its residents to provide an update; and

WHEREAS, the Planning Commission, with assistance from Staff, Sourcewell, Region 5 Development Commission, and Comprehensive Plan Steering Committee began the process of updating the Comprehensive Plan in 2017; and

WHEREAS, the Brainerd community was involved in the update process through numerous surveys, listening sessions, and public hearings; and

WHEREAS, after reviewing the proposed document and taking public testimony, the Planning Commission recommended approval of the adoption of the Comprehensive Plan; and

BE IT RESOLVED by the City Council of Brainerd, Minnesota, has reviewed the proposed 2019 Comprehensive Plan on October 7, 2019 and does hereby approve its adoption.

Adopted this ____ day of October, 2019

_____
GABE JOHNSON
President of the Council

Approved this ___ day of October, 2019

_____
EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

Sourcewell
Formerly NJPA

MEMO

To: Community Development Director

From: A. Kaisershot, Sourcewell

CC: Matt Kallroos, R5DC

Date: September 30, 2019

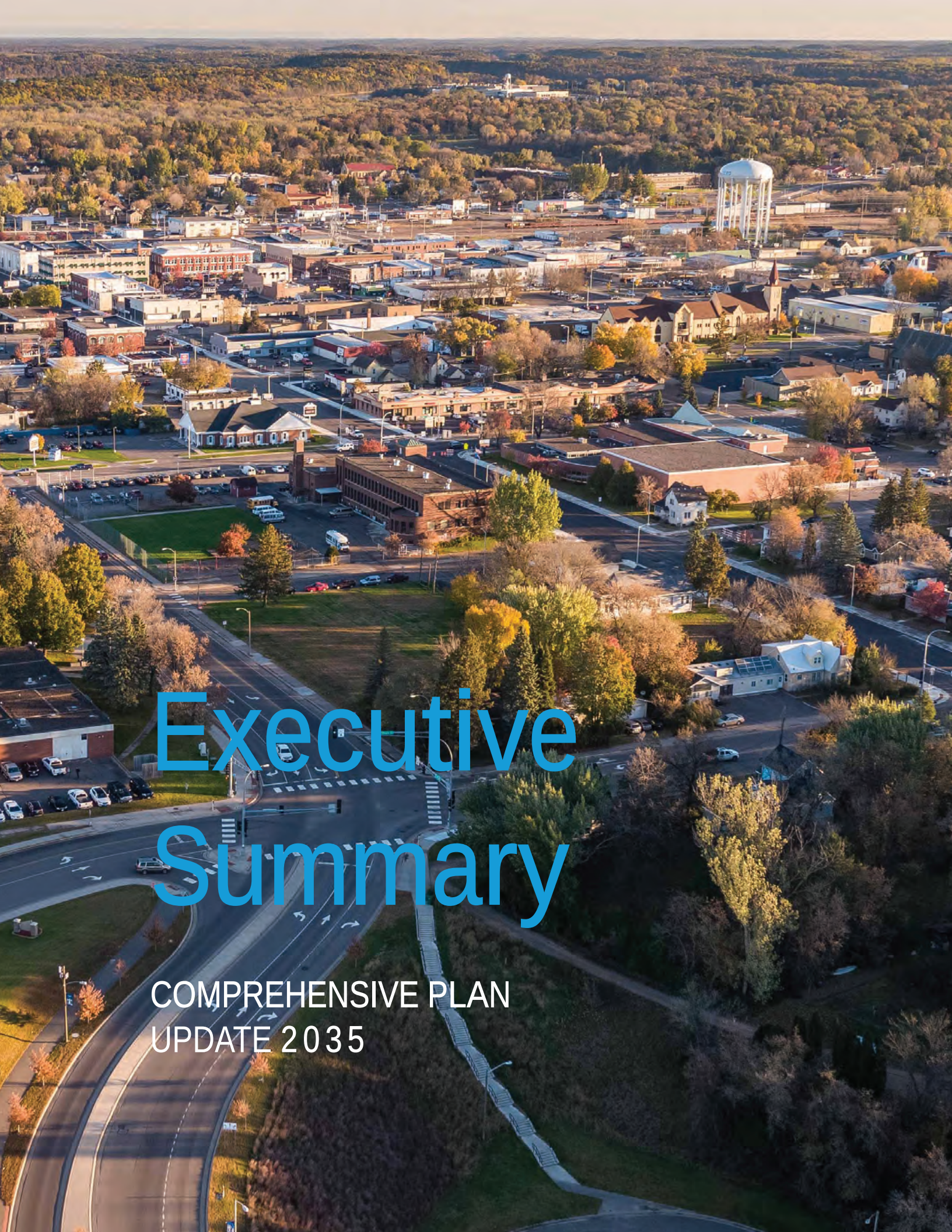
RE: Brainerd Comprehensive Plan Comments

A series of comments were identified during the Planning Commission meeting on September 18, 2019. The following comments have been addressed in the final Comprehensive Plan per the request of the Planning Commission:

- Page 25: Removed specific vacancy percentages from the paragraph; conflicting data made the statement confusing.
- Page 47: Second paragraph was reconstructed to focus on the ecological types of the waterbodies within and around the city. Removed language that discussed early settlers.
- Page 55: Additional content added around renewable energy, specifically addressing the city's hydroelectric dam and other renewable energy sources.
- Page xii: Additional language was added to facilities and infrastructure goal 3, policy 5, that addresses the hydroelectric dam, water supply, and renewable energy sources. Policy 5 now reads as such: 1. Steer city development to energy and resource conservation by promoting renewable energy sources, protecting our water supply, and leveraging the hydroelectric dam.

The plan has integrated all input received to date.

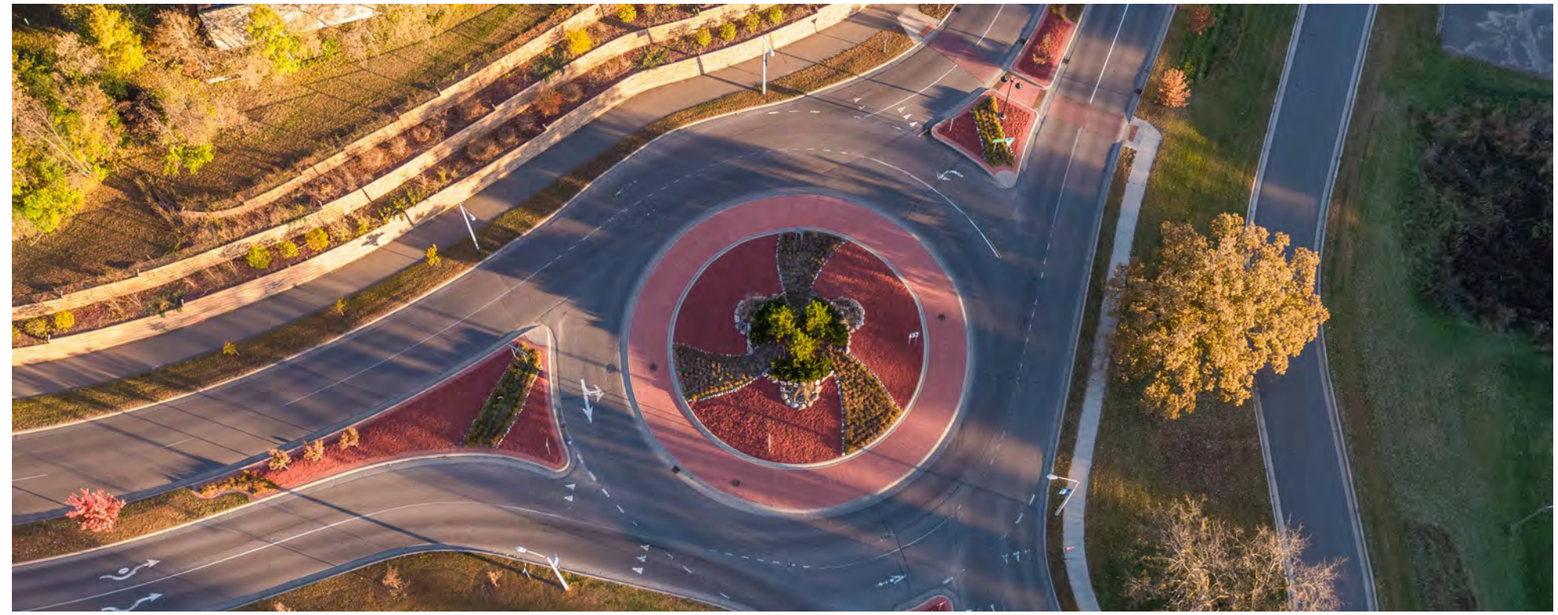
Encl:
Brainerd Comprehensive Plan
Executive Summary



Executive Summary

COMPREHENSIVE PLAN
UPDATE 2035

Executive Summary



IMAGINE BRAINERD 2035

The Imagine Brainerd, 2035 Comprehensive Plan Update supports a development pattern that strives to meet current needs without creating environmental, economic, and social burdens on future generations. The city is committed to maintaining or enhancing economic opportunity and community well-being while protecting and restoring the natural environment upon which economies, communities and people depend.

Providing high quality service for residents, businesses and visitors is an important part of operating a successful city. Maintaining a high level of satisfaction about the quality of service, knowledge, courteousness, and responsiveness all while experiencing an increased demand for services is important to the City of Brainerd. The City of Brainerd is committed to high quality service that meets and exceeds the needs and expectations of Brainerd residents.

The City's core functions foster an environment where residents can live peacefully in safety and where commerce can develop and thrive. The City strives to maintain the right blend of services to support a vibrant and healthy community by maintaining public infrastructure systems, by planning; and by regulating zoning and land uses.

Additionally, the City of Brainerd is committed to stewardship of cultural, historical and natural amenities such as land and water resources, parks and open spaces, as well as the Brainerd library, all of which contributes to a high quality of life for residents, businesses and visitors.

The goals and policies outlined in the plan that follows is the result of great effort on the part of city staff, consultants, and thousands of volunteer hours from members of the steering committee. The amount of thought, effort and consideration that these groups and individuals poured into the development of this plan is nothing short of impressive.

The residents of Brainerd also provided a treasure trove of valuable input that informed the steering committee throughout the planning process; giving them insights into the opportunities and challenges facing Brainerd. The community input provides the foundation of this plan; every decision the steering committee made developing this plan was made based on, and in alignment with the extensive community engagement. Through resident input, the steering committee heard the reasons why we live, work, play, and stay in Brainerd. In a word, the steering committee heard about the Livability of Brainerd.

Therefore, a major theme of this plan is the concept of "Livability". The idea that development should maintain or enhance economic opportunity and community well-being while protecting and restoring the natural environment upon which people and economies depend.

Livability means taking into account the aesthetics of a place. It means incorporating parts of the local culture, the community's history, its food, its arts and its local brews; so that residents and visitors find the community to be welcoming, and inviting; an enjoyable place to live, work, play, learn, and stay.

CITY ROLE

The City of Brainerd, like other municipalities in Minnesota and across the nation, provides a variety of essential services to create vibrant, healthy, and safe communities. The role of city government interfaces with and compliments the efforts of other State, and local units of government including Crow Wing County, other municipalities such as Baxter, the surrounding townships of Crow Wing, Long Lake, Oak Lawn, as well as the First Assessment area, Central Lakes College and Independent School District 181.

Municipalities support and maintain public infrastructure, transportation and economic development assets; the City ensures public safety to protect its citizens; maintain public information; and implement a broad array of programs in a cost effective and efficient manner.

CAPTURING MOMENTUM

This plan seeks to capture the critical momentum at this current juncture in the City of Brainerd. This plan sets forth a path to promote a different model of *place* for the city and to actively promote our role as the hub of the region; by building off our assets and strengths. Brainerd boasts a long list of iconic historic properties, notable neighborhoods, a vibrant art community, and this plan provides a set of tools to help local places thrive. It's through the city's distinct places that play a role in the economic competitiveness, giving the City of Brainerd an edge of rival communities in Crow Wing County and beyond. In taking active strides to create the best-Brainerd, people will be drawn to the city's distinctive and vibrant places and walkable neighborhoods. The content within this plan sets to create the best version of our city for future generations to live, work, play, stay, and learn.

PLANNING ELEMENTS

The plan is broken into six core planning elements. Each chapter provides a variety of goals and policies meant to help achieve the vision statement and guiding principles:

- Land Use
- Housing
- Mobility
- Economic Development
- Parks & Recreation
- Facilities & Infrastructure

WHAT WE HEARD

The following list is a summary of the elements that were identified from the community surveys, focus groups, ward meetings, and community design session:

YOUR NEIGHBORHOOD MATTERS

Residents identified many similarities of their neighborhoods and also identified many differences. The City of Brainerd boasts a diverse collection of neighborhoods, and at the request of their residents, should be celebrated, supported, and enhanced.

MAINTAIN SAFE NEIGHBORHOODS

Survey respondents noted that improved safety and lowering crime rates are the utmost important. Traditionally a comprehensive plan does not serve as a crime prevention plan, the contents can address socio and economic conditions behind crime and chemical dependency.

OFFER SUITABLE, AFFORDABLE HOUSING OPTIONS

Survey participants seek an array of housing options that meet their income, size, and quality needs. Various concerns were voiced on the quality of rental units and concerns with the inventory of available units within the City of Brainerd.

IMPROVE THE OVERALL MAINTENANCE AND THE ATTRACTIVENESS OF THE CITY

Overall maintenance and community image play a large role in the community character of the city. Survey respondents see a collaborative effort to enforce city codes, address property maintenance violations, improve city gateways and visual appeal of the main corridors.

IMPROVE THE IMAGE OF THE HOUSING STOCK

Blighted houses and vacant storefronts play a role in the image of the community. Survey participants support a coordinated effort to address blight, revitalize neighborhoods, and improve housing conditions.

PROVIDE ADEQUATE JOB OPPORTUNITIES

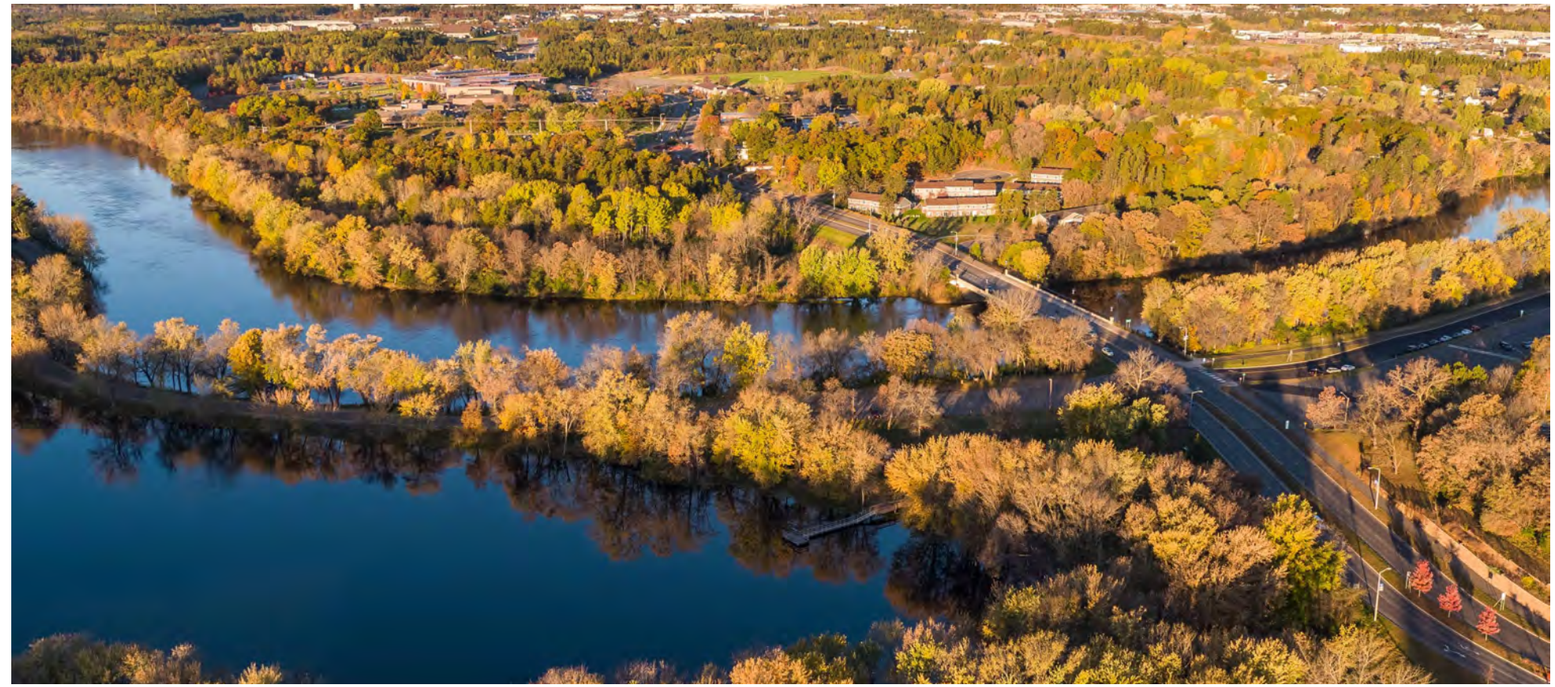
Respondents seek ways to improve and provide adequate employment offerings for a variety of income levels. A diverse economy provides a wealth of investments and employment opportunities. Survey respondents support a concerted effort to support existing businesses to expand employment opportunities and attract new businesses to the city.

PROTECT AND ENHANCE OUR RECREATION OPPORTUNITIES

Residents value their location to area lakes and natural features. Respondents seek to improve access and connections to amenities in the general area.

INVEST AND REVITALIZE DOWNTOWN

Brainerd's downtown plays an important role in the economic and social aspect of Brainerd's identify. Residents seek a collaborative approach to improving the physical, social, and economic condition of the downtown.



VISION STATEMENT

We seek to provide high-quality, year-round recreation, a strong workforce, and a variety of life experiences that support a welcoming place to live, work, play, stay, and learn for all.

GUIDING PRINCIPLES

- Continue enhancing Brainerd's neighborhoods in ways that encourage safety and a sense of community.
- Champion the range of employment opportunities available in the Brainerd Lakes Area (BLA).
- Promote the development and redevelopment of housing for a range of densities, types, and price points.
- Highlight, maintain, and enhance the recreational assets and opportunities located within Brainerd.
- Celebrate the unique qualities, attributes, and identities of Brainerd's neighborhoods.
- Expand and enhance high quality rental property opportunities in Brainerd by continuing to encourage best practices and accountability.
- Be active in a vibrant downtown, support existing business, new business development, housing, and cultural events all tied to Brainerd's historic character.
- Maintain and enhance infrastructure, and recreational assets by considering both form and function.

IMAGINE BRAINERD

COMPREHENSIVE PLAN UPDATE 2035

ADOPTED: MONTH, 2019

FINAL
City Council

Insert Adoption Resolution

Acknowledgements

CITY COUNCIL

Ed Menk, Mayor
Kevin Stunek
Sue Hilgart
Jan Lambert
David Pritschet, Council President
Kelly Bevans
Dave Badeaux
Gabe Johnson

PLANNING COMMISSION

Don Gorham, Chairman
Michael Duval
Chuck Marohn
Justin Burslie
Jan Lambert
Christopher Foley
Theresa Woodward

CITY STAFF

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David Chanski, Community Development Director
Corky McQuiston, Police Chief
Tony Sailer, Parks Director
Jennifer Bergman, HRA Director
Paul Sandy, City Engineer

STEERING COMMITTEE

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Jan Lambert
Brian Moon
Laine Larson
Mike Higgins
Jeff Grunenwald
Mike Larson
Staci Headley
Timothy Boeder
Pam O'Rourke
P.J. Severson

THANK YOU

A special thank you to those residents, visitors, and workers who took time out of their busy lives to participate in crafting a vision for the future of Brainerd. Your guidance was instrumental in creating the vision for the City of Brainerd. A special thank you to steering committee members who collaborated with their teammates, provided input and guidance, and served as advisors throughout this process.

PLANNING TEAM

Region Five Development Commission (R5DC)
Sourcewell

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- Maintain and enhance infrastructure, and recreational assets by considering both form and function.

HOW TO USE THIS PLAN

The Comprehensive Plan is a leading **policy tool** that provides a series of steps to help achieve the shared community vision. This plan will help citizens and local leaders work together more efficiently to guide future growth and development within the city. The plan represents a shared vision for the future and a strategic map to reach that vision. The plan provides broad recommendations to guide and manage growth and development. These broad recommendations come in the form of goals and policies which express the city's aspiration for the future.

Efforts to implement the plan's vision, goals, and strategies begun at adoption. This living document should be used for the day-to-day activities of city officials and staff and should reference the document as needed to justify specific actions. This plan should be easily accessible to elected and appointed officials and city staff, a should be explicitly referenced in land use decisions. Comprehensive Plans are generally intended to provide direction for ten to twenty-year time horizons, however, plans are most effective when updated every five years.

The plan provides specific recommendations that directly manage the city growth and development. To utilize the full potential of the plan, it should be used to:

1. GUIDE CITY OFFICIALS AND STAFF TO ASSIST WITH A VARIETY OF TASKS:

- Communication of the city vision for the future.
- Establishment of regulatory changes and permitting.
- Acquisition and use of land.

- Capital improvement planning.
- Development and infrastructure decisions.

2. GUIDE BUSINESSES, PROPERTY OWNERS, AND RESIDENTS IN ASSISTING THEM IN:

- Determining potential property use.
- Understanding possible land use changes in the surrounding area.
- Establishing reasonable land use expectations.
- Understanding future infrastructure improvements.
- Improving and investing in property.

3. GUIDE DEVELOPERS WITH PROPERTY ACQUISITION AND THE COORDINATION OF PLANS WITH CITY GOALS, REGULATIONS, AND INFRASTRUCTURE PLANS.

4. ASSIST AND COORDINATE WITH NEIGHBORING JURISDICTIONS WITH ISSUES AND TOPICS OF MUTUAL INTEREST.

Land Use

Goals & Policies

GOAL 1: Support mixed-use development that is focused on integration instead of the separation of land uses.

Policies:

1. Deploy smart growth principles to achieve economic, environmental, and community aspirations:
    - i. Mix land uses.
    - ii. Take advantage of compact design.
    - iii. Create a range of housing opportunities and choices.
    - iv. Create walkable and bikeable neighborhoods.
    - v. Foster distinctive, attractive neighborhoods with a strong sense of place.
    - vi. Preserve open space, farmland, natural beauty, and critical environmental areas.
    - vii. Strengthen and direct development toward existing neighborhoods.
    - viii. Provide a variety of transportation options.
    - ix. Make development decisions predictable, fair, and cost-effective.
    - x. Encourage community and stakeholder collaboration in development decisions.
2. Develop complete neighborhoods that meet the needs of all people within a comfortable walking or bicycling distance.
3. Allow a mix of land uses in appropriate locations, leading to lively neighborhoods.

GOAL 2: Through thoughtful planning, maintain the unique identity of the city and all the ap propriate land uses that support it.

Policies:

1. Support development that enhances the identity and community character of Brainerd.
2. Ensure appropriate transitions between rural and urban areas through appropriate land use practices.
3. Promote reinvestment in the city's main highway corridors and downtown.
4. Help existing places thrive.
5. Encourage mixed-use neighborhoods that are walkable and bikeable, ones that provide the daily services that residents need within walking distances of their homes.
6. Maintain the appropriate blend of historical and modern structures.
7. Encourage development proposals that seek to rehabilitate historic structures through adaptive reuse.

GOAL 3: Support and invest in the incremental enhancements of quality of life.

Policies:

1. Endorse a vibrant downtown and support investment within our corridors.
2. Encourage and attract stores and services for the daily needs of our community.
3. Ensure a wide range of housing types for all income levels.
4. Provide equitable access to parks, open spaces, and recreation opportunities.
5. Take strides to become a pedestrian-friendly community.
6. Preserve our natural resources and spaces, specifically the Mississippi River.

Community Character

Goals & Policies

GOAL 1: Preserve and repurpose historic assets.

Policies:

1. Seek small-scale opportunities to reinforce local history and identity through incentives and programs.
2. Develop local preservation initiatives.
3. Make downtown a destination within the community.
4. Transform historic sites to serve today's contemporary needs through adaptive reuse.
5. Support the transition of businesses in the community and provide new business owners the tools and programs necessary to rehabilitate old structures.
6. Strike a balance between preserving historic structures and building new within all land uses.

GOAL 2: Enliven the community through intentional community design.

Policies:

1. Provide flexible spaces for programming and events.
2. Transform downtown as the social hub of the community and the region.
3. Enhance community connections making Brainerd the hub of the region.
4. Become a year-round, 24/7 community: a place where you can live, work, play, stay, and learn.
5. Become the hub for cultural events, experiences, public art, and music.

GOAL 3: Enhance the city's unique identity where the appropriate blend of historic and modern structures co-exists.

Policies:

1. Communicate a design vision through guidelines or standards for structures, site design, building materials, and other requirements meant to accentuate the community image.
2. Collaborate with developers and builders on future development and/or redevelopment proposals to ensure high-quality design.
3. Identify historic structures and strongly encourage preservation through incentives and programs.
4. Seek small-scale ways to integrate community identity, fused with local history.
5. Encourage the adaptation of declining historic sites to serve modern-day contemporary needs.

IMAGINE BRAINERD

COMPREHENSIVE PLAN UPDATE 2035

ADOPTED: MONTH, 2019

FINAL
City Council

Housing

Goals & Policies

GOAL 1: Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.

Policies:

1. Complement Brainerd's entry-level and affordable housing options by encouraging other move-up and mid- to upper-end, market-rate housing options.
2. Expand home ownership and rental opportunities through rehabilitation and new construction.
3. Rehabilitate and/or replace substandard housing with units that are decent, safe, healthy, affordable, and of appropriate size to meet the city's current and future housing needs.
4. Facilitate the maintenance of existing housing and rental units to ensure they are in decent, safe, and healthy condition.
5. Ensure an adequate supply of quality and affordable housing units for current and future residents.

GOAL 2: Encourage the preservation and historical significance of existing neighborhoods.

Policies:

1. Identify the historic nature of each neighborhood throughout the city.
2. Encourage the creation of neighborhood associations.
3. Encourage energy efficiency and sustainability in home renovation and new construction.
4. Support development and infrastructure improvements that complement the unique architectural styles and development patterns that define individual neighborhoods.
5. Develop friendly, safe, and welcoming neighborhoods that encourage interaction through all stages of life.
6. Seek ways to encourage mixed-use development/redevelopment in and around the downtown area.

GOAL 3: Ensure quality living conditions for all residents.

Policies:

1. Encourage continued and timely enforcement of all maintenance codes, and continue to monitor and inspect all properties.
2. Promote the maintenance and rehabilitation of all properties.
3. Monitor properties in foreclosure and keep an inventory of tax-forfeited parcels.
4. Engage residents (owners and renters) to become engaged in their neighborhood, which can lead to retention.

Mobility
Goals & Policies

GOAL 1: Maintain, develop, and adapt a dynamic multimodal transportation system within Brainerd that seamlessly accommodates all users.

Policies:

1. Balance the competing needs and safety of local traffic, bicycles, and pedestrians, and ensure the efficient transfer of freight through the City of Brainerd.
2. Consider innovative designs, signage, technologies, and access management to ensure mobility and reduce congestion.
3. Continue to maintain and celebrate Brainerd's expansive trail network and consider opportunities to expand the network through logical local, regional, or statewide connections.

GOAL 2: Continue to work collaboratively with MnDOT, federal and state agencies, neighboring cities, the private sector, residents, and other agency partners to improve the mobility network in the region.

Policies:

1. Expand the local road system thoughtfully, strategically, and sustainably where growth and demand dictate.
2. In consideration of fiscal constraints and long-term maintenance, prioritize the maintenance of the existing transportation network, and only expand thoughtfully and strategically.

GOAL 3: Elevate consideration of other modes of transportation such as public transit, bicyclists, and pedestrians to the same level of automobile users.

Policies:

1. Recognize, respond to, and prioritize the increased demand for public transit.
2. Implement the top two to three goals and strategies of the five-year transit plan.
3. Consider ways to leverage the Regional Transportation Coordinating Council (RTCC) to maximize ridership and efficiency.
4. Identify the most pressing challenges facing Brainerd/Crow Wing Public Transit and take steps to address them.

GOAL 4: Commit to creating remarkable bike and pedestrian connections from neighborhoods to the downtown that are safe, efficient, and aesthetically pleasing.

Policies:

1. Thoughtfully consider opportunities for additional bicycle and pedestrian-friendly infrastructure.
2. Invest in community-wide signage to help residents navigate the community and to destinations (universally compliant).
3. Work with residents to collectively reinvest and reimagine public spaces that are in the heart of the community.

GOAL 5: Utilize the airport to provide a convenient global gateway that safely and efficiently generates economic vitality in a sustainable and responsible manner.

Policies:

1. Determine ways to maximize the customer experience within the Passenger Terminal Building through arts, entertainment, and improved communication devices.
2. Continue relationships with expanding airlines and seek air service through another hub city.
3. Work with area economic developers to attract new aeronautical businesses and airport tenants for the development of additional land along the extended taxiway.
4. Utilize the airport to provide a convenient global gateway that safely and efficiently generates economic vitality in a sustainable and responsible manner.

Economic Development

Goals & Policies

GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth.

Policies:

1. Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.
2. Invest in community improvements that will spur and support revitalization or redevelopment.
3. Evaluate the near and long-term fiscal impacts of annexation and development proposals.
4. Reclaim underutilized infrastructure within the city (industrial sites, rail lines, parking lots, blighted structures, vacant blocks).

GOAL 2: Support our workforce and help them thrive.

Policies:

1. Collaborate with local partners and stakeholders to address industry workforce needs, creating a career and education pathway for residents of all ages.
2. Encourage access to advanced education or certification programs, workforce development, and job training opportunities.
3. Support the ability to enable residents to work within close walking and biking distances from where they live.
4. Expand transit opportunities to the various business clusters, or concentrated areas with high business density, throughout the community.
5. Support the expansion of transit hours of operation in an effort to support our workforce during all shift times.

GOAL 3: Help local businesses grow and attract new businesses in our neighborhoods, along our main corridors, and in our downtown.

Policies:

1. Support current businesses through a variety of programs, resources, and offerings.
2. Attract new businesses best suited for the community's assets, increasing local employment options and building the city's tax base.
3. Encourage entrepreneurs to start their own business.

Park & Recreation

Goals & Policies

GOAL 1: Brainerd will maintain a quality parks system that meets the recreational needs of a variety of users.

Policies:

1. Add green space and public plazas in a manner that makes them conveniently accessible to all residents and prioritizes function and aesthetics.
2. Enhance the natural environment throughout the community.
3. Collaborate with landowners, developers, and other partners to link parks, neighborhoods, and public spaces with a network of greenways and multiuse trails.

GOAL 2: Brainerd will collaborate with local community partners to maximize the value and impact of the park system.

Policies:

1. Provide opportunities to partner with public and private entities to enrich the lives of residents, visitors, and students.
2. Provide opportunities to partner with wellness providers to utilize the park system and encourage active living to improve community health.

GOAL 3: Seek ways to expand event programming for each park in order to highlight the unique qualities of each neighborhood.

Policies:

1. Work with area artists to integrate public art into neighborhood parks.
2. Expand outdoor programming and tailor it to the demographic needs of the neighborhoods.
3. Enhance and expand sports facilities and/or programming.
4. Enhance and expand year-round recreation activities, including active and passive options for all ages and abilities.
5. Seek ways to enhance or expand health and wellness initiatives for families and residents of all ages.

Facilities & Infrastructure

Goals & Policies

GOAL 1: Improve the overall image of the city.

Policies:

1. Maintain public infrastructure and facilities to attract and maintain residents.
2. Increase connectivity to adequate and affordable broadband and other infrastructure development throughout the community.

GOAL 2: Preserve the history and small-town feel of Brainerd.

Policies:

1. Support orderly, efficient growth while protecting historical areas.
2. Support façade improvements while keeping the historic look of infrastructure.
3. Preserve, enhance, and integrate greenscapes into the built environment.

GOAL 3: Provide quality water/power and wastewater systems that support new and existing development and redevelopment; all while being adaptive to change.

Policies:

1. Coordinate infrastructure replacement projects with other road and infrastructure improvement projects.
2. Encourage the use of stormwater best management practices to improve local and regional water quality.
3. Promote education and incentive programs to conserve water quantity and quality.
4. Ensure adequate water/power supply to meet the long-term needs of the community.
5. Steer city development to energy and resource conservation by promoting renewable energy sources, protecting our water supply, and leveraging the hydroelectric dam.

Public Safety

Goals & Policies

GOAL 1: Brainerd will protect and provide for the safety of residents and visitors.

Policies:

1. Make efficient use of existing facilities to ensure access to emergency services for all residents and visitors.
2. Strategically plan for and implement maintenance and expansion in a fiscally and environmentally responsible manner.
3. Continuously seek to eradicate crime through innovative and contemporary strategies, including preventative, proactive, and responsive measures.
4. Sustain fire protection through a combination of up-to-date facilities and fleet vehicles, technology, outreach, and community engagement initiatives.
5. Build, secure, and maintain efficient public facilities that enhance the character and priorities of Brainerd and its neighborhoods.

GOAL 2: Evaluate and improve Brainerd's emergency management.

Policies:

1. Ensure equal access to emergency services throughout the city.
2. Seek new or emergent emergency management initiatives or opportunities.
3. Continuously seek education opportunities for emergency personnel and key city staff to ensure emergencies are dealt with expertly when (not if) they happen.
4. Conduct a vulnerability assessment.

GOAL 3: Continue to seek out and foster partnerships to better prepare the public and city staff for emergencies and natural disasters in the context of a changing climate.

Policies:

1. Actively participate in the Crow Wing County Hazard Mitigation five-year planning process.
2. Seek resources and opportunities available through Homeland Security and Emergency Management (HSEM).
3. Seek resources and opportunities available through Federal Emergency Management Agency (FEMA).

Natural Resources

Goals & Policies

GOAL 1: Protect and preserve our waterways, wetlands, and wooded areas, and identify threats to native species within and around the city.

Policies:

1. Identify corridors along the Mississippi River and other streams or wetlands that could accommodate low-impact developments, such as trails or greenspaces, in order to preserve these natural resources for future generations.
2. Utilize greenways to connect residents and neighborhoods to open spaces and natural areas.
3. Preserve natural open spaces for habitat and scenic recreational qualities of the city.
4. Encourage best management practices for managing runoff.

GOAL 2: Increase access to open space.

Policies:

1. In concert with surrounding communities and county government, become a world-class destination by connecting trails, the Mississippi River, history, and culture.
2. Provide access for residents and visitors to walk and enjoy a variety of open and natural spaces found within Brainerd.
3. Engage in partnerships with local stakeholders and champions that build on the value of the natural resource system.
4. Develop education and outreach programs that teach residents the importance of preserving our natural resources.
5. Collaborate with all layers of government on the restoration and management of natural resources.

01 Introduction

OVERVIEW

This plan seeks to capture the critical momentum at this current juncture in the City of Brainerd. This plan sets forth a path to promote a different model of *place* for the city and to actively promote our role as the hub of the region; by building off our assets and strengths. Brainerd boasts a long list of iconic historic properties, notable neighborhoods, a vibrant art community, and this plan provides a set of tools to help local places thrive. It's through the city's distinct places that play a role in the economic competitiveness, giving the City of Brainerd an edge of rival communities in Crow Wing County and beyond. In taking active strides to create the best-Brainerd, people will be drawn to the city's distinctive and vibrant places and walkable neighborhoods. The content within this plan sets to create the best version of our city for future generations to live, work, play, stay, and learn.

The city is nestled in the heart of lakes country and welcomes a booming tourist population in summer months. With a ballooning summer population, the city has an opportunity to leverage this base by attracting visitors to the city by building upon its assets. Located right on the Mississippi River, this national amenity offers a variety of active and passive recreation opportunities for resident and visitors to enjoy. Brainerd's beautiful setting, progressive nature, and prime location make it a community with great potential for growth and change over the next 15 years.

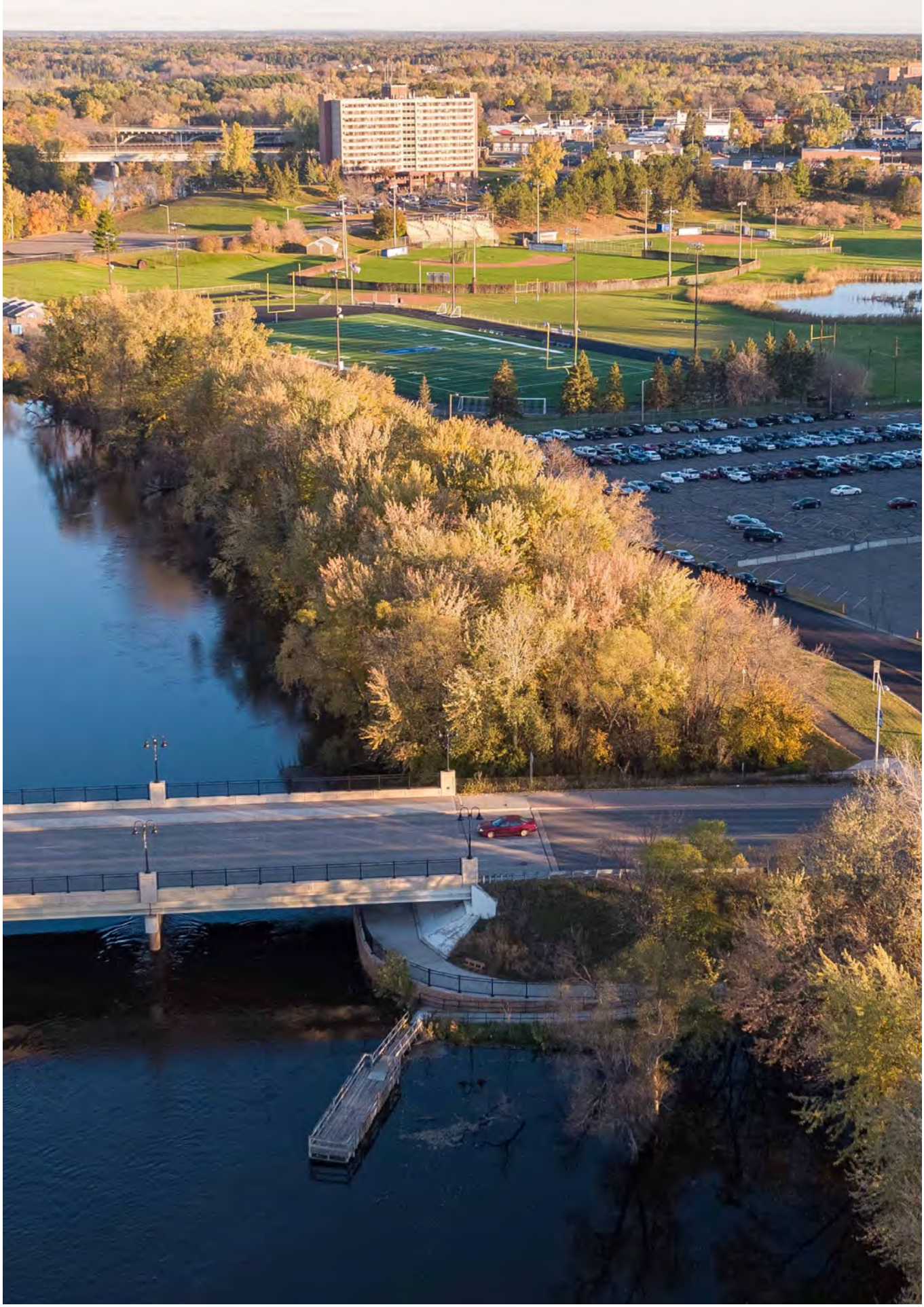
Brainerd is home to over 18,000 workers per day, fueling medical, education, governmental, and professional office occupations. This is a drastic change from the historical backbone of the city where the majority of employment was on the railroad and paper mill in the prior century. Much of north and northeast Brainerd trace back to the 19th century and a significant portion of the housing stock was built before 1930. Many of the original platted streets can still be found throughout the city along with centralized courtyards. A vital part of the city's identity is to capture and preserve the bits of history and seek ways to integrate modern architecture to meet the needs of all residents who seek to call Brainerd home.

HISTORY

The city was founded in 1870, when the Northern Pacific Railroad's crew determined that their crossing over the Mississippi River should occur here. As the city grew, it attained a prominent image as the railroad and wood products center in north central Minnesota. Extensive railroad shops and yards dominated the city's industrial makeup for many years. Still today, the railroad plays a significant role in the city with its active main line. Much of the community's history and very existence can be traced to the railroad.

"I HAVE LIVED IN BRAINERD FOR TWENTY YEARS AND IT REMAINS IN MY HEART. **I WANT IT TO THRIVE!"**

"BRAINERD HAS A LONG AND RICH HISTORY THAT IT NEEDS TO **DIG INTO AND BUILD UPON**. ITS PEOPLE ARE HARD-WORKING, FRIENDLY, AND WILLING TO COME TOGETHER FOR A COMMON GOAL IF PRESENTED IN A WAY THAT RESONATES FOR THEM."



COMMUNITY OVERVIEW

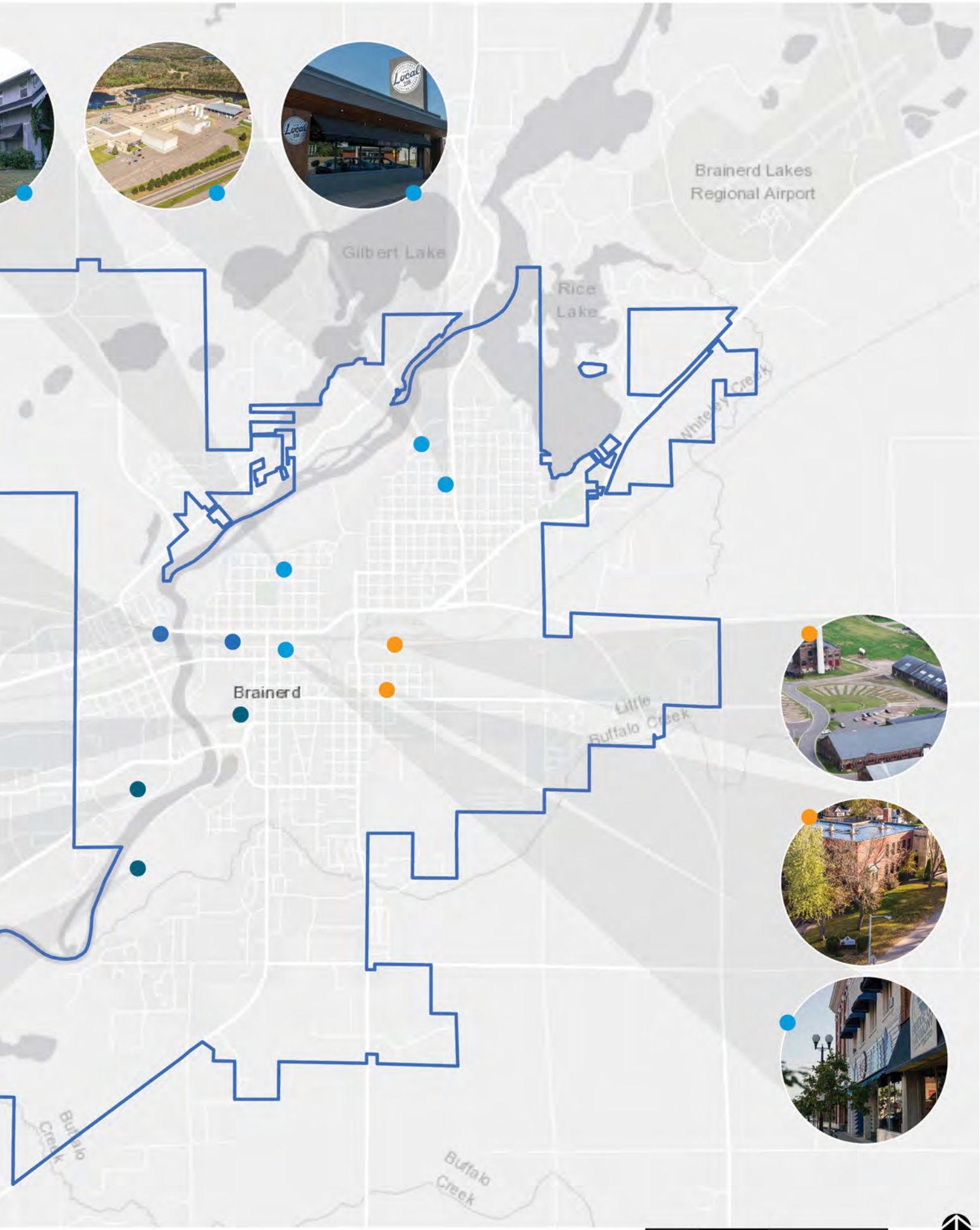
Brainerd is located roughly 60 miles north of St. Cloud on Highways 10 and 371; roughly 120 miles north of the Twin Cities. Brainerd is the largest city in Crow Wing County and serves as the county seat. The community lies at the intersection of the major east-west and north-south highways in Central Minnesota. Trunk Highways 371, 210 18 and 25 all converge within the community, connecting the entire state to this regional hub. Passerby's visit the city from Fargo to Duluth and folks navigate east-west along this main thoroughfare, or as tourists travel throughout the region to reach their recreational destination.

The city is 8.4 square miles in size, containing 0.5 square miles of water in the various lakes, streams, wetlands and the Mississippi River.

Home to 13,440 people (ACS 2016), the surrounding area nearly doubles in population during the summer months. Residents of the city have nearly 400 lakes within the Brainerd Lakes Area, as well as a multitude of year-round recreational sport opportunities to participate in. Brainerd's beautiful setting, progressive nature and prime location make it a community with great potential, and significant assets to build on over the next 15 years.

Photo Inventory:

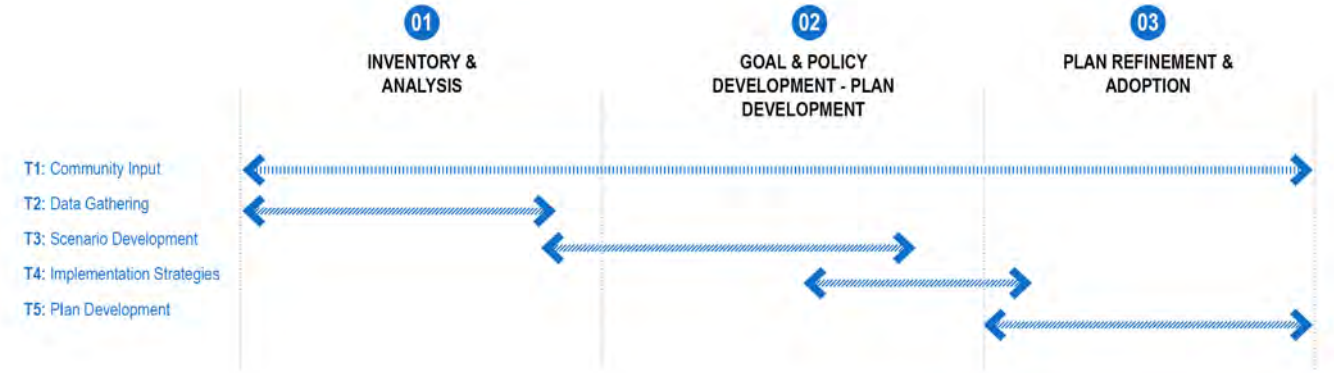
1. Historical Brainerd neighborhood
2. Brainerd Industrial Center
3. The Local 218—local restaurant
4. The North Pacific Center—Event and conference center
5. Lincoln Elementary—ISD 181
6. Downtown Brainerd
7. Trails at Rotary Riverside Park
8. Central Lakes College
9. Mississippi River
10. Crow Wing County Government Center
11. Highway 210 Corridor


Brainerd Lakes
Regional Airport
Gilbert Lake
Rice
Lake
Whiteley Creek
Brainerd
Little
Buffalo Creek
Buffalo
Creek
Buffalo
Creek
0
.25
.5
1.0 miles

PROCESS

The Comprehensive Plan Update process began in 2017 when a large group of volunteers signed up to partake in a set of city-wide community surveys. The comprehensive planning process is based on a three-pronged approach (1) inventory and analysis 2) goal and policy development, and plan preparation, 3) plan refinement and adoption, that was spread out over five larger tasks.

> "USE OUR GREAT NATURAL RESOURCES AND GOOD SCHOOLS AS AN ATTRACTIVE TOOL TO BRING IN BUSINESSES THAT WILL PROVIDE GOOD, FULL-TIME WITH BENEFITS, YEAR-ROUND JOBS."



COMMUNITY INPUT

The process to update the 2019 Comprehensive Plan began in 2017 when a Community Survey Panel was formed to begin surveying community input efforts for the plan's completion. The panel was made up of 300 volunteers and were tasked to complete a total of 7 surveys that touched on a multitude of topics pertaining to long-range planning and the community character of the city. A steering committee was formed, comprising of 13 sector representatives, to provide oversight and serve as an advisory body for this project. A city-wide community survey was conducted to learn of residents, visitors, and workers' preferences on community character and livability. Four neighborhood meetings were held in the different wards to identify assets and needs at the neighborhood level. A total of 5 focus groups were held to dig deeper into issues in the community. Finally, a community design session was held to glean further input on preferences and priorities for the future of the city. It's estimated that over 1,500 points of contact were made with residents, visitors, and employees in the city. Collectively, the input formed the foundation of the plan and influenced the goals, policies, and strategies meant to implement the

INTERVIEWS: AT THE BEGINNING OF THE COMPREHENSIVE PLAN UPDATE PROCESS, PROJECT MANAGERS MET INDIVIDUALLY WITH CITY COUNCILORS, PLANNING COMMISSION MEMBERS, AS WELL AS STEERING COMMITTEE MEMBERS AND DISCUSSED SEVERAL WIDE RANGING TOPICS REGARDING THE CURRENT STATE OF BRAINERD AS WELL AS THE FUTURE OF BRAINERD.

FOCUS GROUPS: CITY STAFF AND PROJECT MANAGERS MET WITH A VARIETY OF FOCUS GROUPS TO DISCUSS PERTINENT COMMUNITY ISSUES FACING BRAINERD RESIDENTS, BRAINERD BUSINESSES, AND THE COMMUNITY. WE MET WITH THE FOLLOWING GROUPS: 1) A GROUP OF MILLENNIALS 2) CLC STUDENT SENATE 3) LANDLORDS 4) A GROUP OF SENIORS AND 5) REAL ESTATE AGENTS.

COMMUNITY SURVEY PANEL: AS A PART OF THE PLAN UPDATE, A GROUP OF CITIZENS, COMPRISING OF NEARLY 300 INDIVIDUALS, HAVE VOLUNTEERED TO TAKE A SERIES OF SURVEYS OVER THE COURSE OF ONE YEAR. THE RESPONSES FROM THEIR EFFORTS ARE HELPING US IN ASKING THE RIGHT QUESTIONS.

WARD (NEIGHBORHOOD) MEETINGS: IN AN EFFORT TO UNDERSTAND YOUR NEEDS AS A RESIDENT, WE HELD A SERIES OF WARD MEETINGS IN MARCH/APRIL OF 2018. PARTICIPANTS SHED LIGHT ON WHAT MAKES THEIR NEIGHBORHOOD HOME.

CITY-WIDE COMMUNITY SURVEY: A CITY-WIDE SURVEY WAS COMPLETED AND WAS MEANT TO STUDY TWO PARTICULAR AREAS: LIVABILITY AND COMMUNITY CONTEXT. A TOTAL OF 660 RESPONSES WERE GATHERED.

WHAT WE HEARD

The following list is a summary of the elements that were identified from the community surveys, focus groups, ward meetings, and community design session:

YOUR NEIGHBORHOOD MATTERS

Residents identified many similarities of their neighborhoods and also identified many differences. The City of Brainerd boasts a diverse collection of neighborhoods, and at the request of their residents, should be celebrated, supported, and enhanced.

MAINTAIN SAFE NEIGHBORHOODS

Survey respondents noted that improved safety and lowering crime rates are the utmost important. Traditionally a comprehensive plan does not serve as a crime prevention plan, the contents can address socio and economic conditions behind crime and chemical dependency.

OFFER SUITABLE, AFFORDABLE HOUSING OPTIONS

Survey participants seek an array of housing options that meet their income, size, and quality needs. Various concerns were voiced on the quality of rental units and concerns with the inventory of available units within the City of Brainerd.

IMPROVE THE IMAGE OF THE HOUSING STOCK

Blighted houses and vacant storefronts play a role in the image of the community. Survey participants support a coordinated effort to address blight, revitalize neighborhoods, and improve housing conditions.

PROVIDE ADEQUATE JOB OPPORTUNITIES

Respondents seek ways to improve and provide adequate employment offerings for a variety of income levels. A diverse economy provides a wealth of investments and employment opportunities. Survey respondents support a concerted effort to support existing businesses to expand employment opportunities and attract new businesses to the city.

IMPROVE THE OVERALL MAINTENANCE AND THE ATTRACTIVENESS OF THE CITY

Overall maintenance and community image play a large role in the community character of the city. Survey respondents see a collaborative effort to enforce city codes, address property maintenance violations, improve city gateways and visual appeal of the main corridors.

PROTECT AND ENHANCE OUR RECREATION OPPORTUNITIES

Residents value their location to area lakes and natural features. Respondents seek to improve access and connections to amenities in the general area.

INVEST AND REVITALIZE DOWNTOWN

Brainerd's downtown plays an important role in the economic and social aspect of Brainerd's identify. Residents seek a collaborative approach to improving the physical, social, and economic condition of the downtown.

YOUR PLAN AS A WORKBOOK

Each of the sections of this plan has many uses and applications. The community profile data, and corresponding report, can be useful in the preparation of grant applications. The policy framework located throughout each planning chapter should be consistently referred to by the city council as they review permit applications and requests for public improvements. The city boards and commission should use the action plan in the implementation chapter as a starting point in each year's budgetary process. Concurrent with budgeting appropriations, the policy framework and action plan should assist the city in developing an annual work program to guide staff in a manner that is consistent with the content in the plan. Finally, developers and landowners should refer to the goals and strategies of the plan when considering development or redevelopment opportunities.

Your plan is a living document, one that should be periodically reviewed to ensure that the city is tackling the plan's priorities. Use this plan as a workbook of sorts, a place where you should feel comfortable making notes, editing, identifying content and highlighting important sections. Throughout the plan you'll find areas where checkmarks left blank, meant for you to complete once you've completed that task. Mark those tasks with a "check." These notes and comments are extremely important for when the city is ready to amend or update this plan in the future.

QUICK ACTION GUIDE

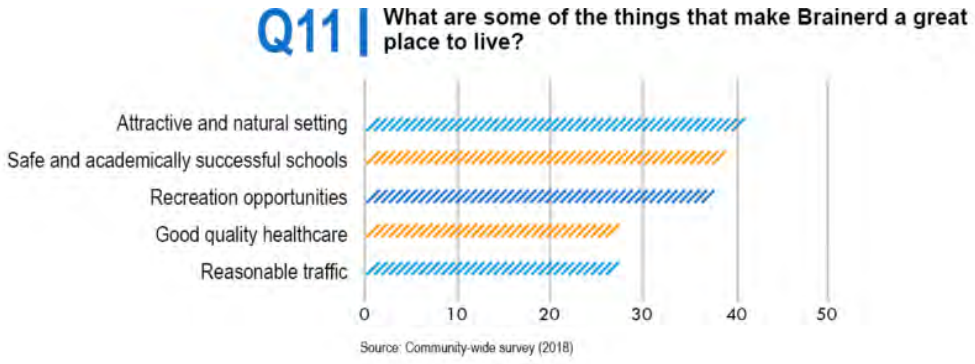
- ◯ Read the community survey panel responses and make notes and comments throughout the document.
- ◯ Make notes in the ward summary report.
- ◯ Identify a set of ways and methods to share the content of this plan outward.
- ◯ Make a template for yearly reporting.

STRENGTHS, WEAKNESSES, OPPORTUNITIES & OBSTACTLES (SWOO)

A key element in a long-range planning process is identifying the city's strengths, weaknesses, opportunities, and obstacles. Collectively, and through a non-traditional approach, the steering committee along the many lines of input from community survey helped to form a complete analysis. The following charts captures the common responses to the four different categories:

STRENGHTS	OPPORTUNITIES
Historic buildings	Better access to the river
Small town feel	Walkability and bikeability
Park network	Build upon the rich history
Natural setting and open spaces	Downtown improvements
School district	Mississippi Riverwalk
Support for small businesses	Opportunity for growth
Community events	Recreational options
Historic downtown	Community image
Neighborhoods	Tourism
Central Lakes College	Become a regional hub for employment
Paul Bunyan Trail	Preserve the water tower
Lakes	Collaboration with CLC to retain students
Northern Pacific Center	Business growth
Community character	Riverfront, mixed-use development
Variety of small businesses	River to rail corridor improvements
Natural resources	
Essentia	

Many people in the community felt that the greatest strength of the community was the Mississippi River and the environment. It was felt that these features should be taken advantage of through expanding connectivity and the local and regional trail network. Brainerd participants are proud of the educational systems within the community and medical facilities that serve a regional base.



WEAKNESSES	OBSTACLES
Housing types	Community appearance
Affordable housing option	Railroad
High paying jobs	Highway 210
Neighborhood safety	Lack of vision
Overall image of city	NIMBY
Overall maintenance	Crime and safety
Code enforcement	Walkability
Crime and safety	Underutilized community history
Walkability	High rental rates
Downtown environment	Lack of youth activity
High number of rentals	Downtown redevelopment
Exterior housing maintained	Funding
More retail opportunities	Aging infrastructure and cost
Blight	Low paying jobs
Public transit	
More restaurant offerings	

Through this evaluation, concerns related to housing and maintenance and image of community were brought to the surface. The community is concerned about the "look" of the city. The historic industrial fabric gives a distressed appearance. Housing plays a significant role in the quality of life of Brainerd residents. The existing housing stock has a high percentage of rental units which help fill a vital need for affordable housing in the city. Exterior residential façade maintenance and the role it plays in the image of the city is important to residents.

AUTHORITY TO PLAN

The State of Minnesota gives its communities the legal authority to adopt a Plan according to Municipal-- Planning Act, Statute Sections 462.351 to 462.353. These statutes create a single, uniform procedure that applies to all cities (462.351-462.359). The Comprehensive Plan provides the legal framework to enact land use control and other municipal actions to implement long-term growth and development regulation strategies. The city's land use (zoning) ordinances and official zoning map should be updated to conform to the Comprehensive Plan pursuant to adoption.

"In essence, a comprehensive plan is an expression of the community's vision for the future and a strategic map to reach that vision."
- League of Minnesota Cities

Comprehensive planning is an important tool for cities to guide future development of land to ensure a safe and economical environment for residential, commercial, industrial, and public activities. In addition, planning can help:

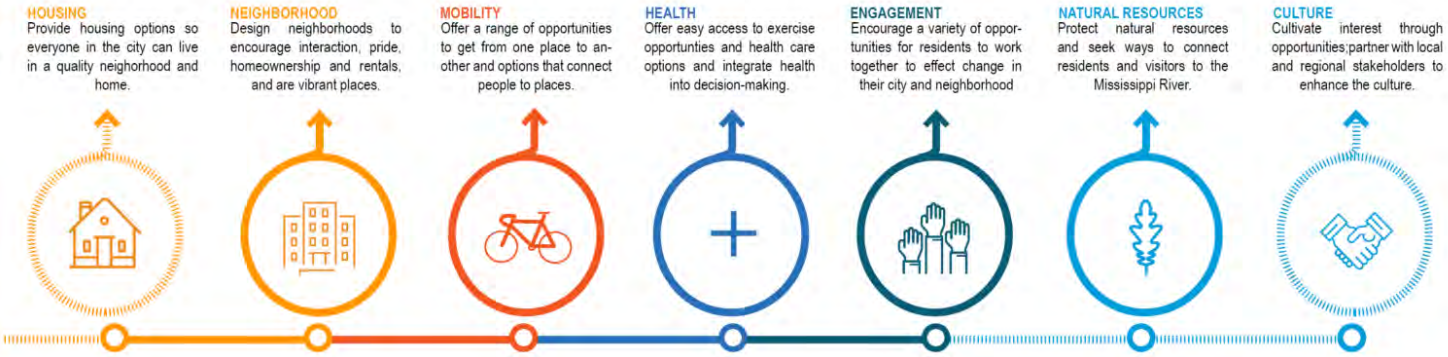
- Preserve important natural resources, agricultural land, and other open lands.
- Create opportunity for residents to participate in guiding a community's future.
- Identify issues, stay ahead of trends, and accommodate change.
- Ensure that growth makes the community better, not just bigger.
- Foster sustainable economic development.
- Provide an opportunity to consider future implications of today's decisions.
- Protect property rights and values.
- Enable other public and private agencies to plan their activities in harmony with the municipality's plans.

The Comprehensive Plan references a variety of maps. These maps can be found on the city's website within the various city departments; Community Development, Engineering, Parks and Recreation, and Housing and Redevelopment Authority. Visit *ci.brainerd.mn.us* to locate these maps.

TRENDS

Livability

This plan strives to improve the livability of our community. For the context of this plan, a livable community is defined as, "one that is safe and secure, has affordable and appropriate housing and transportation options, and has supportive community features and services" (AARP). Taking a multifaceted approach towards improving livability is key. Residents look at livability differently, so taking a holistic approach to assessing the city's livability is important, because every place within Brainerd has unique strengths. A set of framework should serve as a catalyst for the city to measure and improve livability. The following framework should be viewed as core concepts and a general set of guidelines meant to achieve a high standard for livability in the city. These concepts help define what *livability* means to the City of Brainerd:



Age-Friendly Communities

The city will take active strides to become an age-friendly community, one that provides opportunities for people of all ages. As the city plans for the future, city leaders acknowledge that our population is aging. The median age of Brainerd residents is 32.7 (American Community Survey (ACS), 2016)), which is significantly lower than that of Crow Wing County and surrounding cities. This provides the city a very unique opportunity and responsibility to apply sound planning practice and policies to improve our city to serve a broad spectrum of needs and ability – helping us become the city of choice in our region.

By being intentional in our policies and design, the city can provide opportunities for all residents to "age in place" and thrive at every age (and stage) and economic level in life. By strategically preparing for an aging population, the city can take an active step in supporting its residents by focusing on areas such as housing, community engagement, volunteering, and caregiving. In addition, the city can put policies in place where people are within walking distance of work, live in walkable neighborhoods, utilize transit, offer housing options, and places where residents can stay in their homes as long as possible. Brainerd residents have spoken on the importance on becoming a great place for people of all ages and economic levels.

> "...PEOPLE WANT BRAINERD TO BE A FAMILY PLACE. A GOOD, WHOLESOME TOWN TO RAISE A FAMILY IN, TO OWN A BUSINESS IN."

Demographics

The identification of trends in population growth and other demographic data is a very important part of the comprehensive planning process. It can provide clues to future growth patterns and indicate what types of housing and public facilities may be needed in the future. For example, an increase in young couples with children would require starter housing, new parks and schools, and new or upgraded community facilities; whereas, an increase in the elderly population would lessen the need for schools and increase the need for specialized housing. This section identifies high level trends in the community:

BRAINERD'S YOUTHFUL POPULATION

The total population estimate for the city of Brainerd in 2016 is 13,440. Of those residents, 18 percent of the population is under the age of 19 and 16 percent of the population is over the age of 65. Despite the assumption that Brainerd is an aging population the median age is 32, it's comparably lower than neighboring communities and the county. As an example Nisswa (49), Crosslake (60), Baxter (39), whose median ages are all higher than Brainerd.

HISTORIC HOUSING STOCK

Reflective of its history, 21 percent of the city's housing stock was built prior to 1939; the largest percentage of houses. Many of those homes are centrally located in the city. There is a total of 6,433 housing units in the city. Houses built between the years 1950-1959 make up the second largest percentage at nearly 15 percent.

RISING HOUSHOLD INCOME

In 2015 (ACS), the Brainerd median household income (MHI) is $32,154 which is an increase of 9 percent since 2010. The MHI is lower than the county's which in 2015 was $45,435. Incremental improvement has been accomplished. Since 2000, the city has experienced an increase of nearly 20 percent.

GROWING POPULATION

According to data from a variety of sources, the City of Brainerd is expected to grow through 2030 with a change of 13 percent, estimating the population will be 15,200. Crow Wing County is also expected to steadily increase in population through 2040 (Crow Wing County Housing Study, 2015).

EDUCATION AND HEALTHCARE INDUSTRY

The leading occupation, despite assumption of a blue-collar community, is the *educational services, health care, and social assistance* industry. This industry alone employs nearly one-quarter of Brainerd residents.

Sources for data is the American Community Survey (ACS) 2016 and Crow Wing County Housing Study.

02

Land Use

Overview

Land use is traditionally the central element of the comprehensive plan as it 1) establishes the physical development and configuration of the city, 2) defines the location and mix of land uses, and 3) establishes the infrastructure that supports each land use. The land use plan is a collection of policies. Public and private decision makers depend on it to guide real estate transactions, site plan and project design, and the review and approval process. The first portion of this chapter reviews and analyzes the existing development patterns in the city. The second half of the chapter provides a set of development framework to achieve the community's future land use preferences.

This plan will focus on four major concepts to help guide development, redevelopment, and infrastructure investments:

Historic preservation: Preserve and protect historically significant buildings and landmarks that add to the city's social and cultural identity.

Community image: Identify and leverage the tangible and intangible characteristics that form the identity of the community.

Neighborhood investment: Develop programs and target investments to create vibrant, walkable neighborhoods that have access to open spaces and are interconnected through a trail network.

Targeted revitalization: Strategically identify areas for reinvestment and revitalization to promote the redevelopment of districts.

Existing Land Use

A land use inventory was completed to analyze the existing development patterns and quantity of each within the city. The current development patterns are a reflection of the city's past history and original settlement. The kind of development and where and how it's allowed should be a reflection of the needs and desires of the community. The city has seven general land use districts and 14 categories. The following chart provides an overview of each category.

Residential

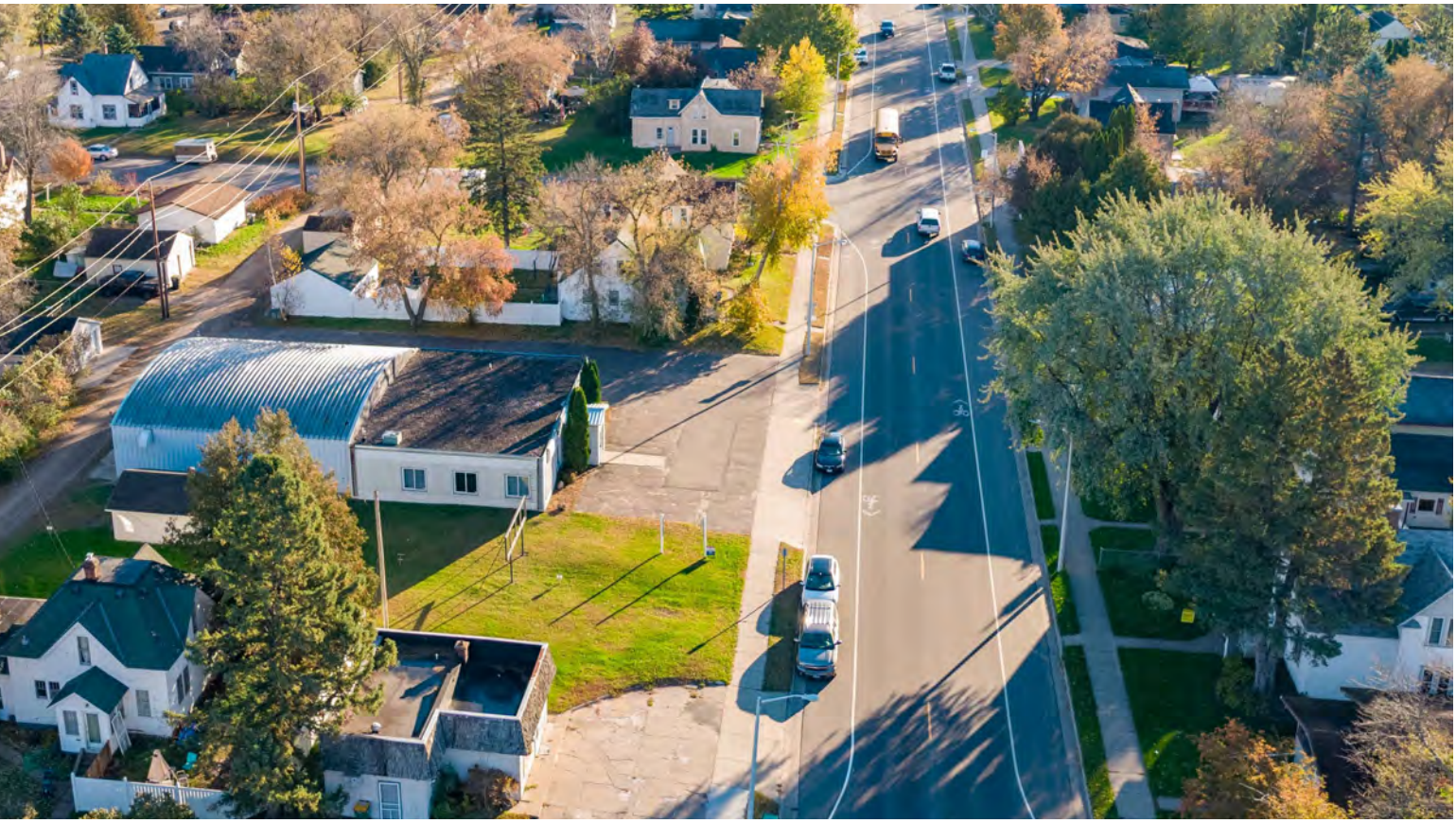
Comprising 43 percent of the city's total developed area, residential development is the largest land use type in the city. Low-density homes (single- and two-family residential) consume the vast majority, over 84 percent, of the city's residential land.

Commercial

Commercial areas make up a relatively small portion of Brainerd's total land area equaling 7 percent of the city's total developed area. Commercial uses are concentrated primarily in the downtown along major transportation corridors, particularly Business Highway 371 and TH 210.

Industrial

Industrial uses make up a moderate portion of the city's land area. Approximately 13 percent of the developed area of the city is used for industrial purposes. The largest concentration exists along the southeastern portion of the city.



EXISTING LAND USE CHART		
CATEGORY		Land Use
RESIDENTIAL	Single-Family	Houses, private cabins, and other dwellings that house only one family, or one group of people, in one building that is located on off-lake parcels.
	Two-Family	Duplexes (either side by side or up and down).
	Multi-Family	Townhouses, apartments, condominiums, rooming houses, and other dwellings that house more than one family in one building.
	Manufactured Homes	Manufactured homes, manufactured home parks, and trailer homes, if permanently located on the site.
COMMERCIAL	Downtown Commercial	All business, retail stores, services, and professional offices such as attorneys, real estate, insurance, etc., in the downtown area.
	General Commercial	Retail stores, restaurants, banks, hotels, motels, lumber yards, business and professional offices; medical and dental clinics, or veterinary clinics, gas stations, and other businesses serving the public in the city.
INDUSTRIAL	Industrial	Manufacturing, warehousing, assembly, truck terminals, mining, quarries, and other businesses that provide goods and services but not directly to the public. Note on the maps the specific kind of business on each parcel, e.g., Lexington Manufacturing, factory, bakery (wholesale), printing plant, etc.
	Public/Semi-Public	All publicly owned uses, such as schools, city buildings, county buildings, water towers, pumping stations, sewage treatment plants, sanitary sewer, etc., as well as public utilities, such as power plants, electrical substations, telephone companies, etc. Includes private institutional uses, such as hospitals, colleges, private schools, churches, monasteries, cemeteries, etc.
	Park and Open Space	All public parks, open spaces, walking trails, and recreational areas. Also includes campgrounds, golf courses, whether public or private.
	Water	Rivers and lakes, at their normal water lines (natural).
	Vacant	All platted vacant land with no actively used buildings.

Public & Semi-Public

Comprising 25 percent of the city's developed area, public and semi-public land uses make up an important portion of the city's total acreage. The largest area devoted to public use is south and west of the downtown including: the Crow Wing County Government Center, ISD 181 high school and elementary.

Water: Open water comprises approximately 6 percent of the total city. The primary water feature in Brainerd is the Mississippi River. Rice, Boom, and Gilbert lakes are also important water features within the city. These water bodies, along with the numerous wetland areas, are some of the prime scenic and recreational features of the city, and efforts to preserve them should be continued and enhanced where appropriate.

Parks: Brainerd has 430 acres of parks and open space areas, accounting for nearly 5 percent of the developed land use in the city. A total of 14 neighborhood, community, and regional parks are scattered throughout the city.

Vacant: Vacant/undeveloped land comprises 29 percent of the city's total land area. However, it is worth noting that a fairly large portion of this area (34 percent) is wetland.

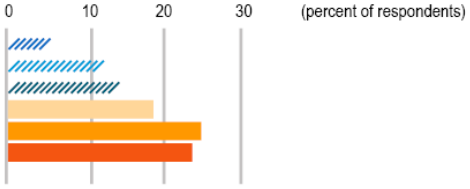
Community Input

The city strives to transform into the best version of itself and improve the sense of place throughout the city. As a part of the community input process, participants noted that the following list is important to them in terms of redevelopment, investment, and listed priorities for the future:

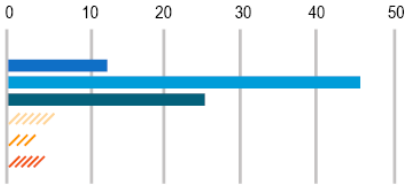
Mix of lot sizes and housing types

When asked about their preference on lot sizes, approximately 67 percent of participants agreed that a mixture of lot sizes is needed within the city. This mixture includes an appropriate amount of small (7,000 square feet or less), medium (7,001-12,000 square feet), and large (12,001-20,000 square feet). When asked about preferences regarding new residential developments, participants noted their support toward a mix of single-family, duplex, and multi-family options.

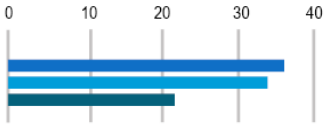
SMALL LOTS - 7,000 SQ. FT or LESS



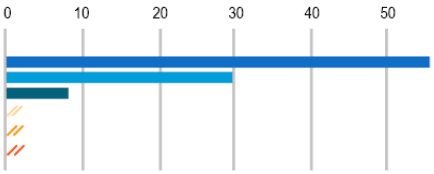
MEDIUM LOTS - 7,001-12,000 SQ FT.



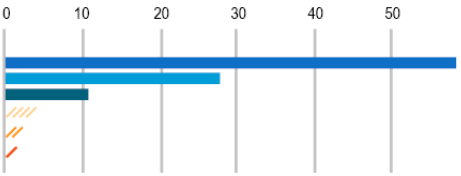
MIXTURE OF LOT SIZES



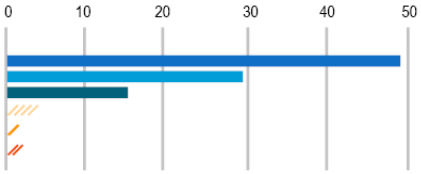
NEW DEVELOPMENT SHOULD HAVE SIDEWALKS:



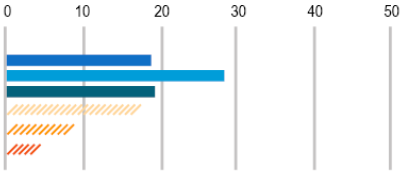
NEW DEVELOPMENT SHOULD HAVE TRAILS AND OPEN SPACE:



NEW DEVELOPMENT SHOULD HAVE PARKS WITHIN WALKING DISTANCE:



NEW DEVELOPMENT SHOULD HAVE A MIX OF SINGLE FAMILY, DUPLEX, AND MULTI-FAMILY



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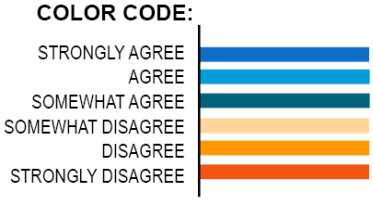


"WONDERFUL SMALL NEIGHBORHOODS OF SINGLE FAMILY HOMES, GROUP LIVING SETTINGS... GREAT ARTS SCENE DOWNTOWN."

"HOPEFUL FOR THE FUTURE WITH THE CHAMBER'S EFFORTS AND THE SCHOOL DISTRICT'S WORK TO INCLUDE A COMMUNITY PERFORMING ARTS CENTER THAT WILL BRING PEOPLE TO BRAINERD."

Code enforcement

Nearly 73 percent of survey participants would like to see code enforcement increase as they feel not enough enforcement is being done. Feedback from the community design session indicated that residents wish to see housing conditions improve, neighborhood blight be addressed, and exterior maintenance of structures be enhanced.

Natural resource preservation and opportunities

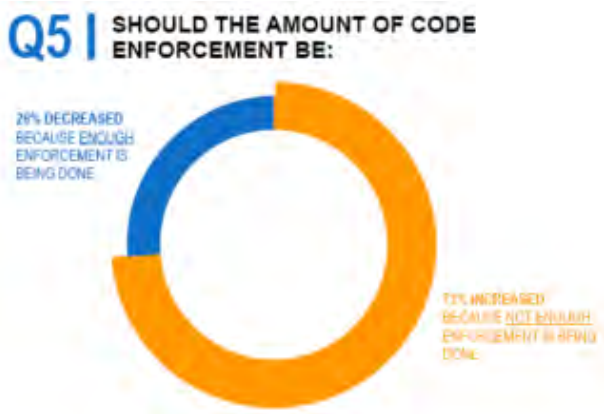
When asked about concerns related to future city growth, residents noted protecting and preserving water quality, preserving open space, and loss of trees as the second, third, and fourth leading concerns. Residents feel that new developments should have sidewalks, trails, and open spaces, and be within walking distance of a park.

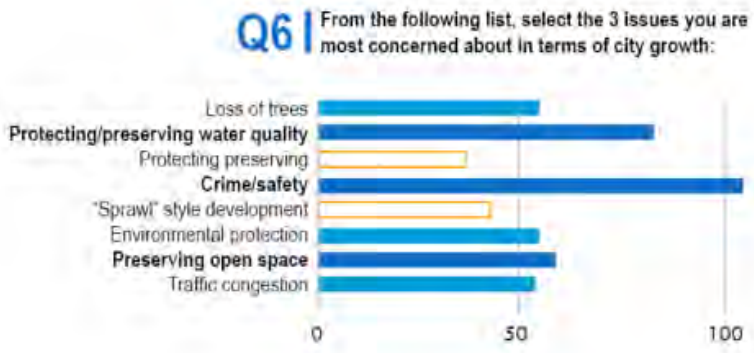
Downtown redevelopment

Brainerd's downtown plays a critical role in the economy and social aspect of the city's identity. Residents seek a collaborative approach to improving the physical, social, and economic conditions of the downtown. When the community survey panel was asked if it was important to invest and redevelop downtown as a mixed-use destination, 65 percent agreed, and 24 percent somewhat agreed.

Neighborhood investment

The city has a diverse collection of neighborhoods and this became evident during the ward meetings. Ward meeting respondents noted concerns over housing-related matters such as exterior façade condition, property maintenance, and code enforcement. The community survey panel responses showed support toward future growth in existing neighborhoods over the next ten years.





SMART GROWTH PRINCIPLES

The future land use map is built on the following principles:

- Mix land uses;
- Take advantage of compact design;
- Create a range of housing opportunities and choices;
- Create walkable and bikeable communities;
- Foster distinctive, attractive communities with a strong sense of place;
- Preserve open space, farmland, natural beauty, and critical environmental areas;
- Strengthen and direct development toward existing communities;
- Provide a variety of transportation options;
- Make development decisions predictable, fair, and cost-effective;
- Encourage community and stakeholder collaboration in development decisions.

Tools

Smart Growth Principles

How we develop into the future will impact the daily lives of our residents, workers, and students, as well as the lives of generations to come. By leveraging a set of creative strategies, the city can seek to preserve its assets, while reusing already developed land. Smart growth principles strive to:

- Conserve resources by reinvesting in existing infrastructure and historic buildings.
- Design neighborhoods that have homes near daily services and amenities and provide motorized and non-motorized options.
- Provide a range of housing types, encouraging lifecycle housing and options for residents and families of all income levels.
- Enhance neighborhoods and involve people in decision making.
- Create vibrant places to live, work, play, stay, and learn.

By integrating this set of principles, the city can leverage and utilize land efficiently, take active strides to become environmentally sustainable, and transition the city's regulatory framework to enhance the quality and character of the community. This set of principles will aid the city in being proactive in terms of future growth, while building off a set of existing elements.

Form-Based Codes

Form-based codes (FBC) address the relationship, form, and mass of buildings as well as the scale and types of streets and blocks. Conventional zoning focuses on the separation of land uses and density restrictions. Form-based codes are a tool to foster a walkable, pedestrian-oriented development pattern. The most notable distinction between form-based codes and conventional zoning codes is that FBCs seek to establish physical development patterns, rather than separate incompatible land use types.

The city is taking active steps to become an age-friendly community and a place where all ages can thrive. Form-based codes can advance this goal as its true intent is to break down zoning districts that regulate the density (or type) of houses and addresses this from a holistic approach. These new regulations create places with a variety of housing types, a variety of services, and a variety of transportation options. The city offers housing for young people, housing for families, affordable housing, senior housing, housing for the disabled, etc. But with conventional zoning, building walkable places is truly limited. Form-based codes can create communities and neighborhoods where people can "age in place" and thrive in a walkable community.

Infill and Redevelopment

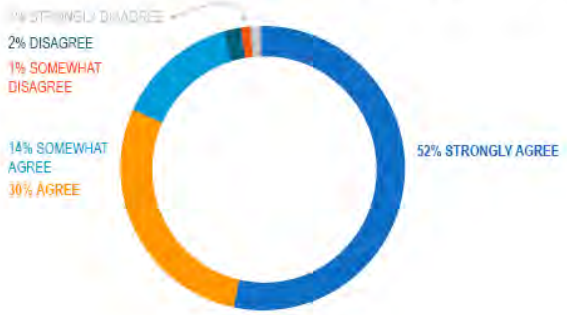
Redevelopment is a key goal within the land use, housing, and economic chapters. As a part of the community engagement process, residents noted the importance of building within, rather than extending our growth footprint outward. Infill and redevelopment will be a key practice in addressing vacant and blighted parcels, as well as a means to direct development to targeted areas to generate revenue and advance the city's vision. This type of redevelopment strategy utilizes prior infrastructure investments and consumes less land. This practice can result in:

- Efficient utilization of land resources.
- More compact patterns of land use and development.
- Reinvestment in areas that are targeted for growth and have existing infrastructure.
- More efficient delivery of quality public services.

Redevelopment is often a complicated task with many partners involved in the process. Infill and redevelopment practices require collaboration with a multitude of partners ranging from various agencies and cities to property owners, adjacent property owners, and developers.

Public participation is key to a successful infill development project. Residents are passionate about their neighborhoods, citing them to be a high attribute to the city's livability and quality of life. To build support and trust for a future project, work alongside developers to include residents in the process. This collaboration will lead to community buy-in and support during approval processes and strengthen the fabric of the neighborhood.

Q2 | **Development and redevelopment of existing neighborhoods (residential and non-residential) in the should be a priority over the next 10 years?**

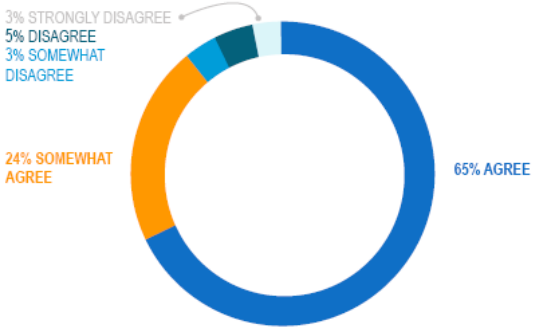


"BRAINERD HAS ALWAYS BEEN THE COMMUNITY WITH CHARACTER; THIS IS HARD TO DESCRIBE. BRAINERD HAS THE HISTORY OF THE AREA, SOMETHING 'NEW' CAN'T HAVE.

...

FOR ME PERSONALLY, BRAINERD HAS ALWAYS HAD A STRONG 'CITY' VIBE EVEN THOUGH IT WAS SMALL AND RURAL. ITS ARTIST VIBE, OLDER VIBE, HISTORICAL VIBE, IS WHAT GIVES IT'S CHARACTER."

Q4 | **It is important to invest and development Downtown Brainerd as a mixed-use destination:**



Future Land Use

The land use plan and associated map describe the different future land use designations for the city and its planned growth areas. The designations govern zoning and the city's future land use form. They provide a general framework for growth and development within Brainerd and its growth areas at full development. The plan text provides the policies, standards, and principles to guide the city's future physical form and function, and serves as the basis for updating the zoning ordinance and other development controls that are enforceable under the city's powers.

This plan is intended to serve as a guide to the Planning Commission and City Council on land use-related actions and decisions. It is important that residents, business owners, and landowners understand that the policies and map within this chapter are intended to direct development to areas where facilities and services are available and where adjacent land uses are compatible with one another. The future land use plan should not be used for site-specific decisions, and does not preclude lower-intensity land uses or densities. This decision-making tool must be viewed as general in nature.

Five major elements define the physical character of the city: 1) development pattern, 2) road network, 3) neighborhood form, 4) future growth pattern of community facilities and open spaces and, 5) local and nature of major business centers. Several guiding principles have been established for each element:

A set of future categories has been identified to guide growth and development within Brainerd. This set of categories address a range of land use types that exist throughout the city today, as well as land uses likely to occur in the future. The categories used in this plan are similar to those outlined in the 2004 comprehensive plan, but with more detail in the residential categories to reflect a wider range of densities.

FISCAL IMPACT ANALYSIS

A focus of this plan is infill development and neighborhood investments, transitioning the city to provide for a more walkable, mixed-use development style. Fiscal impact analysis focuses on the fiscal sustainability around the type of growth. Fiscal impact analysis is a policy that is adopted by the unit of government and requires that new development be analyzed to calculate its short- and long-term impacts on local government expense and revenues. A fiscal impact analysis can be completed for a variety of scales, such as a single-family house, multiple buildings, a proposed development or redevelopment, or on growth projections

Leverage the following tools and practices to advance the goals and policies in this section:

Smart Growth Principles: A set of framework designed to create walkable and sustainable communities.

Infill and Redevelopment: A practice of building within rather than extending the city's footprint outward.

Form-Based Codes: Address the relationship and form of buildings, rather than the use.

Both the plan text and map will help determine whether proposed changes to zoning are consistent with the comprehensive plan. Land use and densities are proposed as maximum allowed and not precluding lower-intensity land uses or densities. Recommended land uses are defined for gross areas, not on a per-parcel basis.

Once a future land use map is created from the text outlined in this section, the Future Land Use Map does not share the same legal weight as the city's Zoning Map. The Future Land Use Map should be considered a guide and should be used to influence future land use decisions, not regulate the activities in specific zones.

FUTURE LAND USE CLASSIFICATIONS				
	CATEGORY	Overview	Features and Criteria	Density
RESIDENTIAL	Rural residential / agricultural	Agricultural uses, low-density residential, development land.	Type: Low-density homes, undeveloped land, wetlands, agricultural, vacant.	2-5 acres per dwelling
RESIDENTIAL	Low-density residential	Encompasses most of the city's existing single-family detached residential neighborhoods.	Type: Single-family detached units, low-density attached homes; duplexes, twin homes.	2-4 units/acre
RESIDENTIAL	Medium-density residential	Provides a variety of housing options.	Type: Single-family detached, townhomes, apartments, row-houses.	4-8 units/acre
RESIDENTIAL	High-density residential	Townhouses, apartments, condominiums, rooming houses, and other dwellings that house more than one family in one building.	Type: Apartments, townhomes, rowhouses, condos, senior living.	8+ units/acre
COMMERCIAL	Downtown Commercial	Pedestrian-oriented businesses, mixed-use high-density retail, service, office, governmental, public uses.	Type: Mix of uses, commercial, office, upper-level residential.	-
COMMERCIAL	General Commercial	General retail uses adjacent to the arterial highway network and highway-oriented businesses.	Type: Auto-oriented commercial development; mix of uses, office use, large-scale retail, service.	-
COMMERCIAL	Mixed Use	Intended to create walkable, mixed-use nodes that provide neighborhood goods and services.	Type: Higher-density apartments, mixed-use buildings, retail, commercial, offices, institutional, and public.	-
INDUSTRIAL	Industrial	Intended to provide a series of industrial uses, separated from other businesses and concentrated in a location.	Type: Manufacturing, warehousing, assembly, truck terminals, other businesses that provide good and services, but not directly to the public; separate from other businesses.	-
	Public/Semi-Public	Contains publicly-owned uses that benefit the community.	Type: City/county buildings, public utilities, private institutions, schools, publicly owned buildings.	-
	Park and Open Space	Parks and open spaces meant for recreation.	Type: Parks, wildlife areas, outdoor recreational facilities, greenways, golf courses, campgrounds.	-

Rural residential/agricultural: This category is to protect currently undeveloped land from inappropriate, unneeded urbanization. This category includes very low-density residential development and agricultural uses until such a time when urban services are available.

Low-density residential: This category provides for a variety of housing options, including single-family detached homes, with the possibility for twin homes or other low-density attached homes.

Medium-density residential: This category provides for a mix of housing options including single-family detached and attached twin homes and lower-density townhomes.

High-density residential: This category allows a mix of uses, such as townhomes, row houses, apartments, condominiums, and senior housing options.

Mixed use: This category is intended to provide a mix of commercial, residential, and public uses to foster a pedestrian environment.

Central business district: This category applies to traditional downtown Brainerd, encouraging businesses that facilitate a pedestrian-oriented environment. This category encourages high-density retail, mixed, service, office, governmental, and public uses.

Commercial: This category applies to commercial development outside of the central business district, providing services and retail and serving the adjacent neighborhoods, community, and regional needs.

Industrial: This category is intended to provide a series of industrial uses, separated from other businesses and concentrated in a specific location. Uses include manufacturing, warehousing, assembly, and other similar business that provide goods and services.

Public/Semi-Public: This category identifies portions of the city that should contain uses that benefit the public. This includes all publicly owned uses (schools, city buildings, etc.) and private institutions (hospitals, churches, etc.).

Park/Open space: This category identifies portions of the city that contain parks and open spaces.

Gateway district: This category identifies portions of the city that are located at major entrances to the city and require higher-quality design elements and building construction for new commercial

02.1 Community Character

Overview

History is infused throughout the city, in the neighborhood schools, the grid-like street network, the downtown, and historic homes. The surrounding environment and river link to a high quality of life for Brainerd residents and were noted as leading pieces. This chapter seeks to maintain a positive community image, one specifically tailored toward improving existing places and helping them thrive.

The directives of this sub-chapter focus on design attributes of the city, programming, and branding elements. By identifying a set of framework, guided by public input, the city can take active strides to strategically and thoughtfully create thriving public spaces, neighborhoods, and places.

Input

As a part of the public input process, the following themes have been identified around the topic of community design.

Overall Image: As a part of the community input process, residents loudly expressed their desire to improve the overall image of the city. Residents seek to address property maintenance violations, improve the aesthetics of the gateway corridors, and improve the exterior facades of residential homes.

Downtown Revitalization: Residents support a coordinated effort to rehabilitate and invest in the downtown. The downtown plays an important role in the economic and social elements of Brainerd's identity. Survey respondents identified rehabilitating the downtown as one of the greatest concerns when it comes to growth and development (46 percent). Survey participants seek a collaborative approach to improve the physical, social, and economic condition of the downtown.

Emphasize natural resources: Survey respondents noted their passion for improving the natural resources within the city, championing the Mississippi River, and supporting opportunities and expansion of amenities in the general area. The city should seek ways to integrate open space into new development proposals, as well as identify existing redevelopment opportunities and greenway identification.

Community brand: Project participants wish to see a community branding initiative, one that captures the essence of the city's history and natural features that make Brainerd a unique community in our region. This new vision for the city should capture the culture and history, but also acknowledge the vast year-round activities.

Trends

Tactical Urbanism

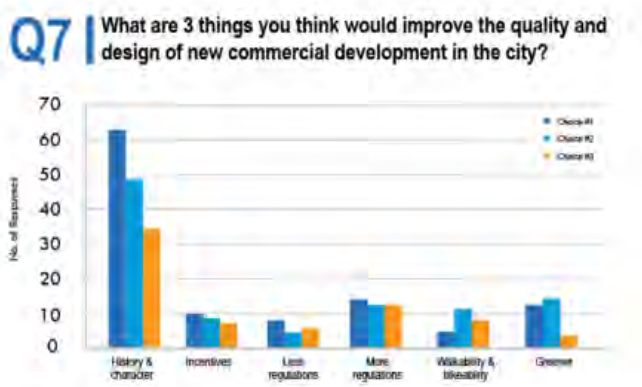
This term refers to small-scale demonstration projects meant to experiment and gather input on potential design changes.

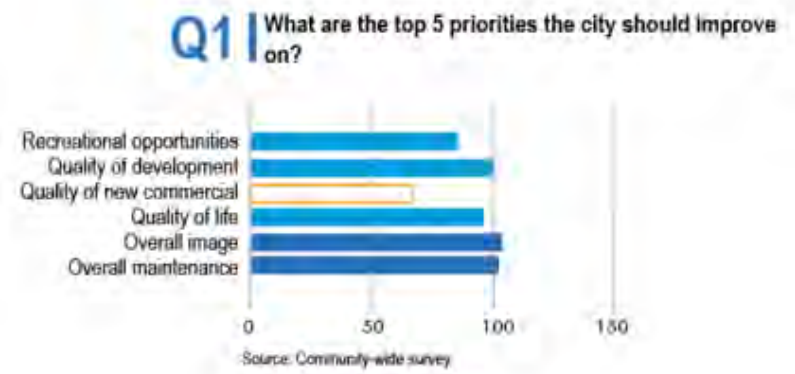
"CHARACTER IN A COMMUNITY IS A STRONG EMPHASIS ON WHERE THE CITY HAS BEEN AND A HINT OF WHERE IT'S GOING. I THINK USING THE TOWN'S HISTORY ESPECIALLY IN THE DOWNTOWN SHOULD BE AN EMPHASIS."

Photo credit: Kevin Stewart

Tactical urbanism refers to a city, organizational, and/or citizen-led approach to neighborhood building using short-term, low-cost, and scalable interventions to catalyze long-term change (Tactical Urbanism Guide). There's a multitude of tactics meant to study and facilitate conversation around complex design issues. Below is a series of examples that the city should consider in the upcoming years:

- new trail alignment or protected bike lane
- enhanced pedestrian crossings
- pop-up town hall or city council meeting
- open street events
- park(ing) day





Placemaking

An important element of this chapter is to strategically position the city from a project-based development approach towards a place-based development tactic. *Placemaking* can be a springboard for community development – and revitalization.

Placemaking inspires people and community leaders to reimagine and reinvent public spaces within their communities. *Placemaking* refers to a collaborative process by which we can shape our public realm in order to maximize shared value (Project for Public Spaces). Placemaking does much more than promote better use of urban design; it focuses on creative use patterns, concentrating on the social, cultural, and physical attributes that define a place.

Photo credit: WSN

FUTURE CONDITIONS

Design Guidelines

A group of illustrations and text can serve as a visionary tool that provides suggested and descriptive elements for the built environment. This guide will be an important tool for the City of Brainerd to successfully implement this plan. Such guidelines can help preserve the historic character of the city as well as help with consistency and overall community image. Traditional design guidelines are meant to have room for flexibility and innovation and differ in scale.

- Develop a set of design guidelines that address the downtown, general commercial and industrial, as well as mixed-use districts

Historic preservation

The city can take strides by protecting historically significant structures, landmarks, and landscapes in an effort to advance cultural and social value of the city. By conserving and preserving historic assets, we can help retain that tangible connection to previous generations and celebrate the specific architectural and artistic significance. Additionally, these historic buildings play a significant role in Brainerd's identity and create a sense of place that is often impossible to re-create with new construction.

- Encourage adaptive reuse by working with local entities and partners
- Identify a list of local properties that should be preserved
- Adopt a preservation ordinance

Signage

Private and public signage plays a significant role in the overall image of the city. Without clear standards and regulations, signs (both public and private) could diminish the overall image of districts, neighborhoods, and corridors. The city's local ordinances need to balance the varying objectives of public and private entities, while striving to develop a local flavor, identity, and theme.

- Develop a guideline document that highlights the standards and design of the signage ordinance. Develop different standards for 1) significant neighborhood nodes and the downtown, 2) main corridors, and 3) areas outside of those districts. Make it easy for applicants to find this tool on the city's website

Wayfinding signage (directional and informational) are extremely important in developing a walkable and bikeable community. This public signage can reflect and celebrate the community's heritage and image as well. This plan emphasizes the importance of aesthetic improvement of the city's main corridors. Signage should suggest points of interest throughout the city and serve as a navigation tool for visitors.

- Develop a city-wide wayfinding master plan

"FINDING RENEWAL. HISTORICAL COMMUNITY AREA. NORTHWOODS, NATURAL, ECLECTIC, OPPORTUNITY LADEN, SMALL TOWN FRIENDLY."

"...IT VARIES FROM NEIGHBORHOOD TO NEIGHBORHOOD, BUT FOR THE MOST PART WE ARE A COMMUNITY OF GENEROUS, GIVING PEOPLE THAT ARE QUICK TO HELP EACH OTHER OUT."

Corridor Enhancements

Our road networks serve as the backbone of our community. Visitors and passersby often experience Brainerd only by driving through it. Often, this serves as the first impression of our city. The city has an opportunity to strategically design the elements within the corridor. Signage, streetscaping, lighting, and landscaping in key locations along the main corridors in the city, as well as important gateways, should be strategically designed to reflect the city's brand, easily orientate the drivers, and serve as an indicator that they are in the City of Brainerd.

- Design gateway features on the city's main arterial roads

Downtown

The downtown serves as the social and cultural hub of the city. One important element identified during the outreach process is that residents would like to see the city build on the historical character of Brainerd. Many elements in this chapter are tied directly to the central business district. Several properties in downtown Brainerd contribute to the city's cultural identity, and efforts should be taken to preserve these landmarks or identify adaptive reuse opportunities.

- Formalize a central gathering space that can be flexible to adapt to a multitude of civic uses, e.g., farmers' market, pop concert, performances, etc.
- Site elements such as seating, outdoor cafes, public art, banners, sidewalk striping, pedestrian refuges, community gardens, and murals are example of "fast" improvements that can be accomplished in a short period of time
- Seek opportunities to infuse the downtown with public art, sculptures, and murals

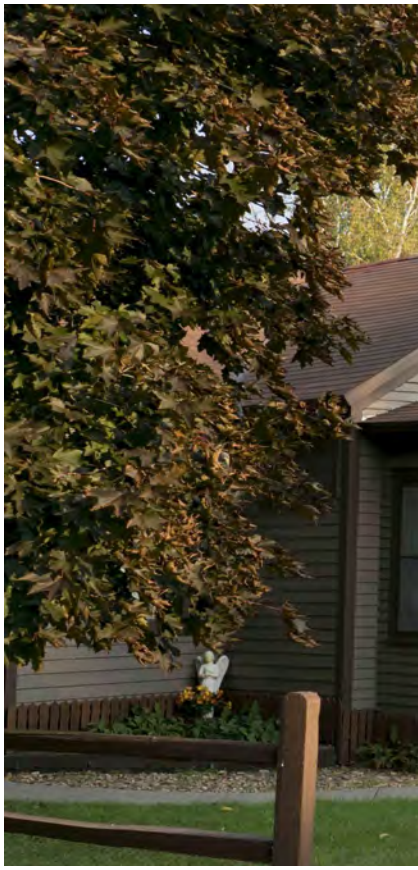
DO THINGS DIFFERENTLY

The city should consider leveraging the practice of placemaking to empower residents and community stakeholders to have a voice in local projects. During the 20th century, the planning process suppressed residents' chance to voice their own ideas and aspirations about places throughout communities. Placemaking can be a tool to break down silos by expanding the lens of planners, designers, and engineers and broaden their focus beyond professional disciplines and agendas. Grass-root efforts, such as placemaking, can be a tool to alleviate some of the pressure and rigid regulations around project development.

Eleven principles for creating great community places:

1. The community is the expert.
2. Create a place, not a design.
3. *Look for partners.*
4. *You can see a lot just by observing.*
5. *Have a vision.*
6. *Start with petunias: lighter, quicker, cheaper.*
7. *Triangulate.*
8. *They always say, "It can't be done!"*
9. *Form supports function.*
10. *Money is not the issue.*
11. *You are never finished!*

03 Housing



Overview

For many, housing is the single most important component that defines a person's quality of life. For a new resident or visitor, it also provides a visual indicator of the community's character, including prosperity and vitality. From a city's perspective, housing is typically the largest user of land and city services; it is also a significant base for local taxes. Having a clear understanding of current housing inventory (number and types), along with current and future population projections, will assist Brainerd in providing ample housing units to meet the needs of current and future residents.

Brainerd is a community of neighborhoods with safe, attractive, and affordable housing options to serve residents throughout their lives. To this end, Brainerd will support policies that preserve and enhance the character of existing neighborhoods while encouraging diverse housing options in all neighborhoods — new and old.

With Brainerd being the hub of Crow Wing County, it is important that all the needs of current and future residents are met. Brainerd offers residential housing as well as rural residential housing, in the city limits of Brainerd. This asset and the ability to satisfy these needs make Brainerd different from surrounding cities and will ultimately increase Brainerd's brand of being the hub of the region.

Existing Conditions

City of Brainerd offers the following seven residential districts that provide a range of housing choice and densities:

Rural Residential District: for large lot, single-family residential uses and open space areas in environmentally sensitive and high natural amenity areas.

Single-Family Estate Residential District: to provide for larger, urban lots in areas containing unique natural features and amenities.

Single-Family Residential: to allow areas of low-density, single-family, detached dwellings and to preserve the quiet, single-family neighborhoods.

Single-Family Residential: to allow and preserve areas of quiet neighborhoods of one- and two-family homes.

"BRAINERD IS A TRADITIONAL URBAN TOWN WITH WALKABLE NEIGHBORHOODS SURROUNDING THE DOWNTOWN."

Medium-Density Residential: to provide for low- to medium-density housing through the mixture of one- and two-unit dwellings and medium-density, multiple-family dwellings.

High-Density Residential: to provide for areas of high-density residential housing, including senior housing.

Manufactured Housing District: to provide a separate district for manufactured housing parks, distinct from other residential areas.

Existing Plans and Boards

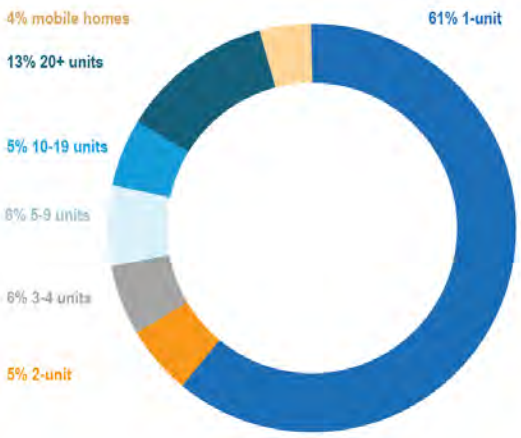
Housing and Redevelopment Authority: The purpose of the housing and redevelopment authority is to provide affordable housing and redevelopment opportunities to strengthen neighborhoods and the community.

Existing Housing System

Housing inventory can change year to year, but having a full understanding of the current inventory along with future needs will assist Brainerd in both attracting and retaining residents. Brainerd is unique in having a near 50-50 split between owner-occupied and renter-occupied housing units. This could be because of a handful of reasons including: rent is considered low in Brainerd with the average rent being $703 when compared to Baxter's average rent of $957, and it is cheaper to rent than to have a mortgage payment, which in Brainerd averages a $976 per month. According to the *Housing Needs and Analysis Study* by the Crow Wing County HRA, by 2020 the estimated percent of renters in Brainerd will jump from 50.5 percent to 57 percent, which equates to around 100 new renters in Brainerd (ACS).

Another large part of the existing housing network are the 6,488 total housing units in the Brainerd, according to the 2017 American Community Survey (ACS). Of these 6,488 housing units there are 5,831 occupied (90 percent) and 657 vacant housing units (10 percent). A breakdown of the 6,488 housing units can be seen in the following figure.

City of Brainerd Units in Structure



Source: US Census, 2017, DP04

Photo credit: Missing Middle Housing

MISSING MIDDLE HOUSING

One strategy in responding to the demand for walkable urban living is to integrate "Missing Middle Housing" concepts. *Missing Middle Housing* is not a new type of building, rather, it is a range of building types that existed pre-1940 and were a fundamental building block.

Missing middle buildings typically have a footprint not greater than a large, single-family home. This makes it easy to integrate them into neighborhoods and are a good tool to transition to a higher-density and walkable context. These housing types provide a diverse array of options like duplexes, fourplexes, and bungalow courts that effortlessly fit into low-rise, neighborhoods that seek walkability, local-serving retail, and public transportation options. This housing typology will help address affordability and seek to solve the mismatch between the available housing stock, the shift in demographics that are occurring, and the growing demand for walkability.

Types: duplex; side-by-side, duplex; stacked, bungalow court, carriage house (ADU), fourplex, multiplex; small, townhouse, live/work, and courtyard apartments.

-Missing Middle Housing

The aging of existing homes in Brainerd was brought up regularly during public engagement sessions. The discussions were mainly focused around exterior deterioration, causing harm to the housing stock, and not looking aesthetically pleasing to potential new residents. The figure below shows that 59.3 percent of the houses in Brainerd were built before 1970. The national average for homes built before 1970 is 38.9 percent, far below Brainerd's stock.

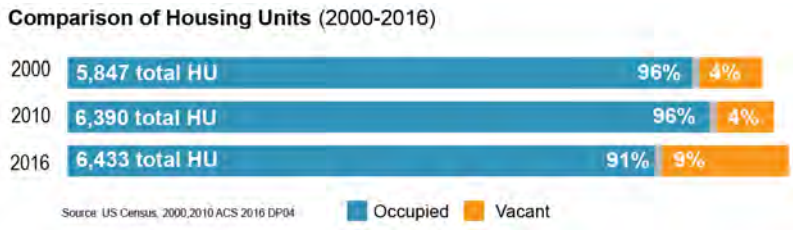
Construction Year of Housing Units

Year Built	Estimate	Percent
Total Housing Units	6,488	100.00%
2010 or later	104	1.60%
2000 to 2009	622	9.59%
1990 to 1999	683	10.53%
1980 to 1989	517	7.97%
1970 to 1979	630	9.71%
1960 to 1969	890	13.72%
1950 to 1959	924	14.24%
1940 to 1949	658	10.14%
1939 or earlier	1,460	22.50%

US Census, ACS 2017 DP04

That being said, old homes provide character to a community and neighborhoods that cannot be accomplished with brand-new homes. During each ward meeting, residents noted their love and appreciation for their neighborhood. Whether it be the social or physical traits, history, family heritage, or location to amenities, residents voiced their opinions on ways to improve their neighborhoods to help bring new residents to town and maintain the community character. Residents championed the history of Brainerd and the need to improve the exterior facades of the neighborhoods where they live. They exhibited a passion to improve the aesthetics and appearance of housing units, which in turn will build stronger neighborhoods and a sense of place.

Brainerd has a high rental rate, where in 2016 (ACS), a total of 53 percent of the housing units in the city were rentals.



Life-cycle Housing Options

Housing needs of a community relate to the demographic profile of the household. Households generally transition through several lifecycle stages that include entry-level households, first-time homeowners, move-up buyers, empty nesters, and seniors. The following section provides an overview of each household.

Entry-Level Households: People within the 18-24 age cohort typically rent a house or apartment as they normally do not have the income needed to purchase a home. Many people in this age category move frequently, making them more hesitant to purchase.

First-Time Homeowners: This group is typically in their 20s and 30s and are usually transitioning from renting apartments or joint living conditions. Traditionally they are often young families or singe individuals. These homeowners are prone to moving within several years of their first home purchase due to increased financial resources, occupation advancement, and family structure changes.

Move-Up Buyers: Move-up buyers are typically in their 30s and 40s and are transitioning from a small, less expensive home that they had purchased at an earlier time. This is an important age group in terms of an economic growth perspective.

Empty Nesters: Empty nesters are typically in their 50s and 60s. Often, their children have moved out of their homes and the square footage is much larger than needed. Empty nesters often want to live in a smaller house, such as a townhome, that requires less maintenance and upkeep.

Seniors: Those in their 70s and older are looking for low-maintenance, manageable, or assisted living housing. As the population ages, Brainerd should continually ensure that it has adequate housing to meet the needs of seniors.

CWC Housing Study

Maxfield Research Inc. was engaged by the Crow Wing County Housing and Redevelopment Authority (Crow Wing County HRA) to conduct a comprehensive housing needs assessment for Crow Wing County.

The goal of this study is to identify current and future housing needs for County jurisdictions and encourage and support the development of needed housing.

Comparison of Occupancy of Housing Units (2000-2016)

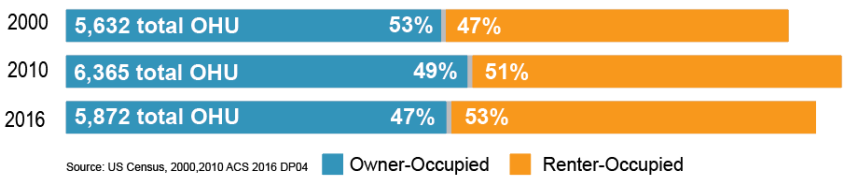


Photo credit: AARP

ACCESSORY DWELLING UNITS (ADU's)

People are seeking walkable neighborhoods that offer a mix of housing and transportation options that are close to jobs, schools, entertainment, shopping, and parks. Coupled with an aging population and a decrease in households with children, we will continue to see the demand for smaller homes in more compact neighborhoods.

Accessory Dwelling Units (ADU's) is a small house or apartment that exist on the same property lot as a single-family residence. Accessory dwelling units play a major role in serving a national housing need.

This traditional home type is re-emerging as an affordable and flexible housing option that meets the needs of older adults and young families alike. ADU's come in many shapes and styles including:

- *Detached*
- *Attached*
- *Interior (upper level)*
- *Interior (lower level)*
- *Above garage*
- *Garage conversion*

ADU's can house people of all ages. An individual's housing needs change over time, and an ADU's use can be adapted for different household types, income levels, and stages of life.

-AARP

Life-cycle Housing

As Brainerd takes steps to become an age friendly community, strategic actions should be taken to offer a variety of housing choices that meet the need of a changing demographic. Communities with a variety of housing options will attract households of diverse sizes, incomes, and ages. Such places enable people to remain in their community as they age, providing transitional opportunities like staying in their home or moving to housing in line with their changing needs. Brainerd's median age is very low for the county (32), and the city could take strides to attract older generations and age cohorts by responding to their housing needs. Ideally, Brainerd should have high-quality options for people of all income levels. The need for assisted living or residential nursing care should never preclude someone from living in a community of his or her choice.

Programming

Upkeep and home maintenance can be physically and financially challenging. Affording basic home repair can be a challenge for low -income residents, and home repairs could be difficult for people who have trouble getting around. Brainerd could consider starting low-cost or no-cost programs to help residents with a low income or those living on disability to maintain their homes.

Pride of one's neighborhood and property play a role in the community image. This sense of pride leads to personal value and gratification in maintaining and caretaking of buildings and grounds. Similar constraints are present when applied to rental housing. The ability to finance repairs and maintenance comes from rent income, which is dependent on the market; which can sometimes lead to activities being deferred.

Neighborhood Associations

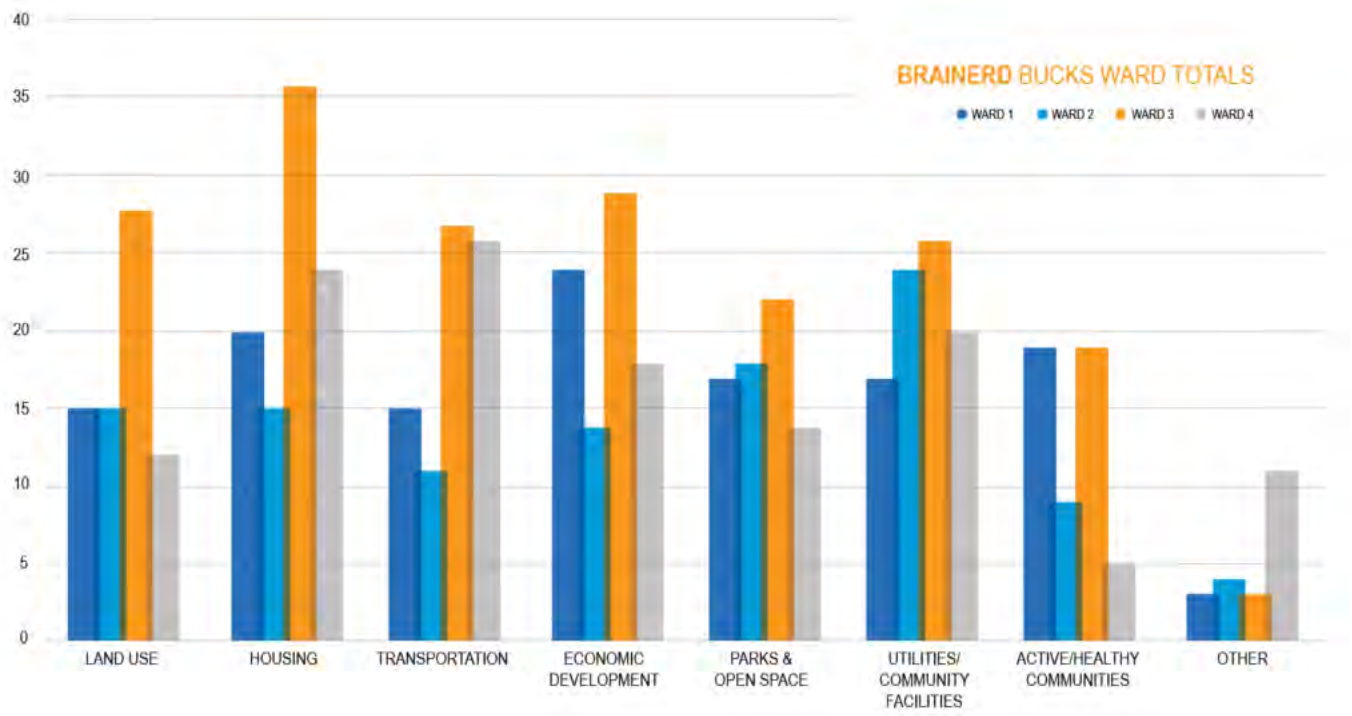
Groups like neighborhood associations or organizations can play an active role in developing neighborhood capacity, rehabilitation, and branding. This volunteer group will work together to build stronger neighborhoods. The city could leverage these groups of volunteers to address concerns like blight and deferred maintenance on dwellings and businesses. Small pools of funding could be made available by either proposals, or managed through the neighborhood association to support or solicit small-scale, community-led improvement projects like public art, tactical urbanism, parks, gardens, etc. Neighborhood groups could also assist in fundraising and financing to address redevelopment/ reinvestment needs in particular areas.

Maintenance and Rehabilitation

Improvements of the existing housing stock will help maintain the aesthetic of the neighborhood and will support the historic aspect that Brainerd's neighborhoods proudly reflect. Individual homeowners may lack the skill or ability to complete projects on their own; either building or grounds. City programs can be developed to take an active role in maintenance and rehabilitation of neighborhoods. Programs should seek to remove barriers for rehabilitation and maintenance by connecting homeowners with contractors, technical support for those that want to pursue improvements, financial programs, and assistance including historic preservation and restoration. Such programs could include a housing rehabilitation toolkit, workshops, partnerships to provide consultation, or as advanced as a housing redevelopment program to identify and mitigate housing blight/deterioration.

Future Opportunities

During each ward meeting, residents noted their love and appreciation for their neighborhood. Whether it be the social or physical traits, history, family heritage, or location to amenities, residents voiced their opinions on ways to improve their neighborhoods to help bring new residents to town and maintain the community character. The following figure shows that housing was one of the most important topics at all of the ward meetings:



Residents championed the history of Brainerd and the need to improve the exterior facades of the neighborhoods where they live. The quality of rental units oftentimes led conversations. Residents have a passion to improve the aesthetics and appearance of housing units, which in turn will build stronger neighborhoods and a sense of place.

Suggestions from community engagement:

WHAT WE HEARD | HOUSING	YES | NO | PRIORITY	
Additional housing options for all different housing types, needs, and incomes.	8	1st
Improve rental housing maintenance.	4	2nd-tie
Increased number of large lot, single-family homes.	3	3rd-tie
Respond to the demand for senior and millennial housing options.	3	
Improve housing conditions, neighborhood blight, and exterior maintenance.	7	3rd-tie
Code enforcement and maintenance of housing stock.	3	2nd-tie

Robust feedback was gathered from the community design session in November 2018. Below is a list of suggestions gathered from community engagement completed throughout the planning process:

- Better code enforcement
- Follow policies better
- More housing to attract new residents
- Upkeep of homes
- Provide diverse housing
- Improve housing quality
- Improve rentals
- Affordable, quality housing or both lower– and middle-income earners
- Protect residential zoning

Survey participants seek an array of housing options that meet their income, size, and quality needs. Various concerns were voiced about the quality and inventory of available rental units within the city. Safe, well-maintained housing is critical for Brainerd's community character. Survey participants support a coordinated effort to address blight, improve housing conditions, and increase availability.

04 Mobility

Overview

A community's mobility network is perhaps its most defining feature. A community's transportation network must be able to facilitate all modes of movement to a community, through a community, and within a community. A community's transportation network must also take into consideration the interplay among modes of transportation such as aviation, freight, rail, transit, automobile, bicycle, and pedestrian. Furthermore, a community's transportation network must anticipate the needs of the users of each of these modes. But perhaps foremost, the network must seek to ensure efficiency and safety.

In summary, a community's transportation networks must safely and efficiently facilitate movement, integrate various modes, and anticipate needs and future system demands, all while maintaining existing infrastructure and managing limited resources.

"SIDEWALKS THAT ARE USER FRIENDLY, BARRIER FREE, AND SAFE FOR ALL USERS TO GAIN A DEGREE OF COMMUNITY THROUGH SHARED SPACES."

This chapter focuses on describing the existing transportation network, identifying key transportation commissions and plans, reviewing the top priorities from the community engagement plan, and finally, outlining the transportation goals identified by the planning team through the planning process.

Existing Transportation Network

Pedestrian

The City of Brainerd owns and maintains a fairly extensive sidewalk network throughout town. The sidewalk network is most widespread in and around the downtown and in the neighborhoods in the north. The sidewalk network is less complete in the northwest, northeast, and southeast portions of town.

In addition to the city's sidewalk network the city continues to maintain, expand, and improve its trail network, building upon the Paul Bunyan Trail (PBT), the Buffalo Hills Trail, the Cuyuna Lakes Trail, and other paved trails off of Canturbury Drive near Thiesse Drive. Two significant barriers came up frequently from residents throughout the planning process. These barriers include the difficulty that pedestrians experience when attempting to cross either TH 210 or South Sixth Street, particularly near downtown, but all along each corridor. The high level of average annual daily traffic (AADT) and the speed of traffic on these two corridors creates an uncomfortable environment for pedestrians to cross.

Furthermore, given that these two corridors intersect near downtown, the two corridors act as a barrier blocking downtown off from the rest of the community on two sides from pedestrian traffic.

Bicycle

According to state statute (169.222 OPERATION OF BICYCLE), every person operating a bicycle shall have all of the rights and duties applicable to the driver of any other vehicle. Therefore, bicyclists can use and enjoy all 83 miles of roadway owned and managed by the City of Brainerd.

However, given varying degrees of skill and comfort, many bicyclists are not comfortable or knowledgeable enough about bicycle safety and laws to enter a roadway and engage with and navigate through vehicular traffic. One of the goals of the Brainerd Nonmotorized Transportation Plan is to embrace nonmotorized transportation alternatives, including bicycling. Therefore, the city has taken steps to increase the number of bicycle infrastructure options available throughout town, including implementing several recommendations from the Non-Motorized Transportation Plan. Recommendations in the plan include the designation of specific bike routes, installation of bike lanes, sharrows, multi-use trails, and wayfinding signage.

Just like for pedestrians, bicyclists benefit from the city's efforts to continue to maintain, expand, and improve its trail network, building upon the Paul Bunyan Trail (PBT), the Buffalo Hills Trail, the Cuyuna Lakes Trail, and other paved trails off of Canturbury Drive near Thiesse Drive.

Road and Bridge

The City of Brainerd maintains approximately 83.06 miles of streets (80.28 paved, 0.17 bridge, and 2.61 un-paved), of which 19.21 miles are covered under state aid rules and eligible for state aid funding. The city also maintains 16.26 miles of alleys, 2.73 of which are paved and 16.26 which are unpaved.

Comprehensive pavement management system is based on a 0-4 scale (0 being pavement that has completely failed and 4 being pavement that was just constructed). The city rates its pavements on three-year cycles. The City of Brainerd employs a variety of pavement management techniques to maintain the nearly 81 miles of paved streets, including chip sealing, crack sealing, patching, etc.)

Principal Arterials		
Route	Termini	Jurisdiction
Business Highway 371/S. 6th	S. city limits to Washington St./TH 210	Local
Trunk Highway 210	W. city limits to E. city limits	State
Minor Arterials		
Route	Termini	Jurisdiction
Mill Avenue/County Road 3	TH 210 to N. city limits	County
South East 13th Street/CSAH 45	Co. Rd. 117 to E. Washington Street/TH 210	County
Trunk Highway 25	E. Washington St./TH 210 to city limits	State
Oak Street	S. 6th St./Business 371 to city limits	City
West Laurel Street	River to Highland Scenic Dr./CASH 48	City
South West 4th Street	W. Laurel St. to W. Washington St./ TH 210	City
Laurel Street	Business 371 to River	City
CSAH 20	W. Washington St./TH 210 to Jackson St.	County
South West 4th Street	W. Washington St./TH 210 to W. Laurel St.	City
West College Drive	CSAH 48 to River	City
Industrial Park Road/County Road 117	S 6th St. to 13th St. SE/Co. Rd. 45	County

Functional Classification

Functional classification is the grouping of streets and highways into classes or systems according to the character of service they are intended to provide. Basic to this process is the recognition that most travel involves movement through a network of roads. Functional classification defines the role that any particular road or street plays in serving the flow of trips through an entire network.

The Functional Classification of Brainerd's Road Network is broken down as is shown in the table and map below. For additional information on Functional Classification or to view the most recent functional classification maps:

State Aid for Local Transportation (SALT)

To support the state's system of streets, roads and bridges, MnDOT distributes funds for highway maintenance and construction to counties, cities and townships based on a formula determined by the Legislature. SALT works closely with local levels of government to ensure the state maintains a safe, effective and coordinated highway network.

In addition to funding support, staff from SALT provides technical assistance in highway and bridge design, construction and maintenance, authorizes grants for bridge construction, coordinates local federally funded projects and provides overall management of the state aid system.

SALT links MnDOT with city and county engineers to transfer technical expertise and determine ways to improve the state's highway system.

Major Collectors		
Route	Termini	Jurisdiction
Industrial Park Road/County Road 117	13th St. SE/Co. Rd. 45 to East City Limits	County
Bluff Avenue	N. 4th St. to N. 7th St.	City
Fir Street	N. 7th St. to N. 11th St. and Evergreen Ave	City
Wright Street	S. 6th St. to CSAH 45	City
H Street	4th Avenue to Mill Ave/CSAH 3	City
Riverside Drive (CSAH 20)	Jackson St. to Beaver Dam Rd.	City
North 4th Street	Washington St./TH 210 to Bluff Ave	City
South West 4th Street	W. Laurel St. to E. College Dr.	City
Beaver Dam Road	CSAH 20 to Wise Rd./CSAH 49	County
CSAH 45	S. city limits to Co. Rd. 117	County
Front Street	S. 6th St. to S. 8th St	City
H Street	Mill Avenue/Co. Rd. 3 to Gillis Ave	City
Evergreen Avenue	1st Avenue to Fir	City
Fir Street	Evergreen Ave. to N 8th St.	City
North 8th Street	Fir St. to Washington St/TH 210	City
South 8th Street	Washington St./TH 210 to Oak St.	City
Willow Street	SE 13th St. to S 6th St./Business 371	City
Highland Scenic Drive/CSAH 48	W. Laurel St. to city limits	City
South West 4th Street	W. Laurel St. to W. College Dr.	City
Laurel Street	S. 8th St. to Business 371	City
Minor Collector		
Route	Termini	Jurisdiction
H Street	Mill Avenue/Co. Rd. 3 to 13th Ave	City
South 8th Street	Oak St. to Broadway St.	City
Broadway Street	S. 8th St. to Willow St.	City
South 9th Street	Vine St. to Willow St.	City
Vine Street	S. 4th St. to S. 6th St.	City
East College Drive	River to Quince St.	City
4th Avenue	E. Washington St./TH 210 to H St. NE	City
N Street	Mill Ave/CSAH 3 to 13th Ave	City
13th Avenue	E. Washington St./TH 210 to N. St.	City
Riverside Drive (CSAH 20)	Beaver Dam Rd. to city limits	City
East River Road	Washington St. /TH 210 to E. College Dr.	City
Local Roads		
Route	Termini	Jurisdiction
All other roads, not listed in Brainerd City limits are classified as “local roads”		

Aviation

The Brainerd Lakes Regional Airport (BRD) provides low-cost, reliable air service in the Lakes Area. For business travelers and vacationers, the BRD airport provides direct flights to and from Brainerd. The BRD airport has an ample parking lot that is free to use, well-lit, safe, and conveniently located just outside the terminal doors.

Delta Air Lines, operated by SkyWest, operates daily service in and out of BRD airport, which, when coupled with the Wings Café, free wi-fi and many transportation options, such as rental car agencies, taxi cab services, and the county transit makes BRD Airport one of the more complete terminals north of the Twin Cities. In addition, a variety of other aviation-related businesses, as well as a full-service fixed base operator, are also located at the Airport.

Rail

While the city of Brainerd does not own, operate, or maintain any rail infrastructure, rail has played an integral role in Brainerd's founding, history, and development. This remains true today with the Burlington Northern Santa Fe (BNSF) railway running east and west through the heart of the city. While the presence of the railroad in and through Brainerd has facilitated the transport of countless barrels of oil, countless tons of freight, goods and commodities, as well as acting as a major employer in Brainerd, it can also pose significant transportation challenges for local units of government as they manage efficiency and safety, particularly at rail crossings.

Freight

The City of Brainerd has several ways to classify its roadways, including by tonnage. The city has developed a road restriction map showing which of its roadways are classified as four-ton roads and 10-ton roads. This is an important classification for the growth and economic development of the city of Brainerd. One of the reasons the city maintains an adequate network of 10-ton roads is to ensure access and mobility for businesses requiring the transfer of freight within the city of Brainerd.

Existing Transportation Plans and Commissions

The City of Brainerd recognizes the need to plan for the future needs and development of the city's transportation network. Therefore, the city has established the Transportation Advisory Committee (TAC), the Walkable Bikeable City Committee, and the Brainerd Lakes Regional Airport Commission. These two groups are dedicated to analyzing, planning, developing plans, and making recommendations to the Planning Commission and City Council.

The purpose of the Brainerd TAC is to monitor and advise changes to the operations of the city's intra- and inter- city bus service, to make recommendations to the City Council and/or other decision-making bodies regarding changes to enhance, and improve the service to its riders.

The purpose of the Brainerd Walkable Bikeable City Committee is to provide recommendations to the planning commission and city council regarding ways to make Brainerd a more walkable and bikeable city.

The purpose of the Brainerd Lakes Regional Airport Commission is to control, operate, and manage the jointly owned city/county airport operations. It establishes policy to ensure that quality aviation-related services are provided to the Brainerd Lakes regional area.

In addition to these transportation-related commissions, the city regularly updates several transportation plans in order to guide decision making. These plans including the following:

Five-year Capital Improvement Plan (CIP)

The City of Brainerd's Five-Year Capital Improvement Plan (CIP) is a five-year investment guide for the construction and/or improvement of city streets, sanitary sewers, and storm sewers. City staff have prepared the plan to assist the City Council in long-range planning of capital infrastructure upgrades and to give a big-picture perspective on the continuing need to fund a transportation and utility system that serves the constituents of Brainerd and uses their tax dollars in the most efficient and cost-effective manner. The most recent, (as of the time of publication of this plan) version of the City of Brainerd five-year Street and Sewer.

Nonmotorized Transportation Plan

The nonmotorized transportation plan seeks to outline the value and benefits to the city that can be derived from providing additional nonmotorized transportation options.

ADA Transition Plan

The adoption of an ADA Transition Plan by all public agencies with greater than or equal to 50 employees is a requirement of the Americans with Disabilities Act (ADA) enacted on July 26, 1990. ADA is a civil rights law prohibiting the discrimination against individuals on the basis of a disability. Additional information regarding the ADA. ADA consists of five titles outlining protections in the following areas:

- Employment
- State and Local Government Services
- Public Accommodations
- Telecommunications
- Miscellaneous Provisions

Five-Year Transit System Plan

The goal of this five-year planning process is to facilitate and develop identification of transit system strengths and weaknesses, challenges and opportunities, including unmet needs and anticipated or desired future transit service changes.

Safe Routes to School Plan

The Brainerd/Baxter Safe Routes to School Plan (SRTS) is intended to provide a framework on which to continue building a community in which more students have the opportunity to safely walk or bike to and from school when and where it is safe to do so.

The SRTS plan is intended to increase opportunities to walk and bike to school and, first and foremost, lead to a safer active transportation environment, improved physical and mental health, improved student concentration and study skills, a reduction in negative behavioral issues, as well as improvements to the local sidewalk and trail networks.

The SRTS plan was developed through the efforts of a planning team developed by the city and in conjunction with the Region 5 Development Commission (R5DC). To date the City of Brainerd has successfully implemented several sidewalk projects in and around Garfield and Lowell elementary schools.

Community Input

As a part of the community design session, residents identified a series of priorities as it relates to transportation. Participant's noted their preference to increase walkability throughout the city and to connect our neighborhoods, downtown and the Mississippi River.

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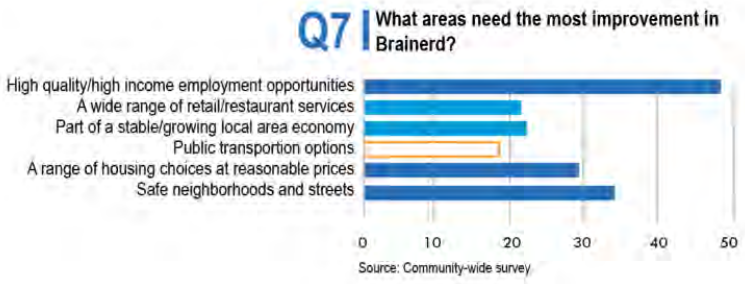
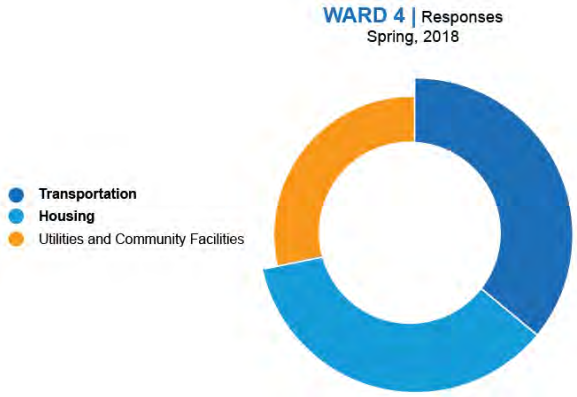
WHAT WE HEARD | TRANSPORTATION	YES | NO | PRIORITY
Need for increased walkability.	17
Connect our neighborhoods, downtown and the Mississippi River.	18
Address the barriers that separate us from our destinations (TH HWY 210, South 6th Street).	8
Improve public transit opportunities.	5
Improve the aesthetics of our gateway corridors.	10



"KEEP PROMOTING MOBILITY WITH SIDEWALKS AND BIKE PATHS!"

During the neighborhood meetings, ward four which is generally identified as the southeast quadrant of Brainerd, identified transportation as it's number one planning element. Meeting participants noted street maintenance, the need for more sidewalks, and transit as areas where they felt investment was needed. In the larger context of the four neighborhood meetings, the general discussion of walkability was identified as one of the leading themes from the outreach process. Residents noted that existing walking and biking opportunities do exist within their neighborhoods, which speaks to the vastness of the network. Residents use these networks to either connect them to nature and area green spaces or to the downtown. Barriers such as Washington Street, sidewalk maintenance, gaps in the network or no sidewalks at all, and snow removal were all noted as barriers that deter them from utilizing the network from time to time.



Both the findings and the recommendations identified in this plan are based on and in alignment with a robust community engagement plan that included surveys, interviews, neighborhood ward meetings, several focus groups, and a community visioning session. The major themes from the community engagement done through this planning process include:

- The need to continually improve public transportation.
- The need to improve bike and pedestrian crossings of TH 210 and South Sixth to create connections between neighborhoods and downtown.

"I BELIEVE PEOPLE SHOULD HAVE MORE OPTIONS FOR PUBLIC TRANSPORTATION THAT ARE AFFORDABLE, ESPECIALLY THOSE ON A LIMITED INCOME."

05

Economic Develop

Overview

A primary focus of this chapter is to create a new identity, one that reclaims the city's role as the economic hub of the region. Brainerd is entering a different time, as has its workforce. Since the 2004 comprehensive plan, the city's workforce has increased and has seen further growth in various sectors. The chart on the right illustrates the leading industries of employment among Brainerd residents in 2016.

These sectors represent nearly 57 percent of the city's workforce. During the day, Brainerd welcomes a population of 18,450 (ESRI, 2017). A deeper dive into the inflow and outflow report from the Census in 2015 reveals an influx of 7,522 workers into the city who live outside of Brainerd city limits. A total of 3,934 live in the city but are employed elsewhere, outside of the city. A total of 1,757 then live and work in town. Brainerd is the regional service center of the region and the hub for medical, education, government, and professional offices. Readers may be surprised that the following industries employ the largest percent of workers employed in the city (ESRI, 2017).

Economic health is an important component of a healthy and thriving community. A strong commercial and industrial base provides jobs to community residents, contributes to a city's tax base, and can be a source of psychological strength to a community. This can best be explained when one compares a downtown area of boarded-up buildings to one with a thriving business sector. The community with the vacant or boarded-up buildings appears lifeless, while the one with the strong downtown community is lively, busy, and thriving.

2016 Leading Industries

22%	EDUCATION SERVICES, HEALTHCARE, AND SOCIAL ASSISTANCE
18%	RETAIL TRADE
16%	ARTS, ENTERTAINMENT, RECREATION, ACCOMODATION AND FOOD

Industry (Workers employed in Brainerd) (2017)

39.8%	SERVICES
18.2%	RETAIL TRADE
12.8%	FINANCE, INSURANCE, REAL ESTATE
6.4%	GOVERNMENT
6.3%	CONSTRUCTION
4.2%	MANUFACTURING
4%	WHOLESALE TRADE
3.5%	UNCLASSIFIED
2.5%	TRANSPORTATION
1.5%	AGRICULTURE AND MINING
0.7%	COMMUNICATION
0.4%	UTILITY

Source: ESRI, 2017

nent

Economic health is an important component of a healthy and thriving community. A strong commercial and industrial base provides jobs to community residents, contributes to a city's tax base, and can be a source of psychological strength to a community. This can best be explained when one compares a downtown area of boarded-up buildings to one with a thriving business sector. The community with the vacant or boarded-up buildings appears lifeless, while the one with the strong downtown community is lively, busy, and thriving.

Improving job opportunities and growing and supporting local businesses were among the top concerns as a part of the community outreach process. Providing pedestrian- and automobile-oriented commercial development, additional opportunities, and choices on specific retail offerings were leading weaknesses identified in the 2004 plan, and remain a concern and focus today.

This chapter builds off a set of smart growth economic development strategies. This approach seeks to build upon existing assets, takes incremental actions to strengthen a community, and builds long-term value to attract a range of investments.

Ongoing Initiatives

A series of ongoing initiatives, programs, and plans has stirred up local excitement around various corridors, neighborhoods, and sites. Countless volunteer hours and local leadership have taken aggressive steps toward cultivating new ideas to enhance the quality of life in Brainerd.

River to Rail Initiative: A collaborative meant to build on the current momentum to revitalize Brainerd's community district and create a narrative that encourages investment and planning along the corridor from the Mississippi River to the NP Center.

Mississippi Riverfront Committee: A committee dedicated to advancing the economic, recreational, and cultural opportunities of the Mississippi River, transforming it into a multifaceted amenity that meets the needs of residents and visitors.

Cuyuna Lakes Trail Association: A nonprofit taking strides to advance the planning, design, and construction of the Cuyuna

AN IMPORTANT ASPECT OF THIS CHAPTER IS TO IMPROVE THE QUALITY OF LIFE THROUGHOUT THE COMMUNITY, ULTIMATELY IMPROVING LIVABILITY.

Major Employers in Brainerd

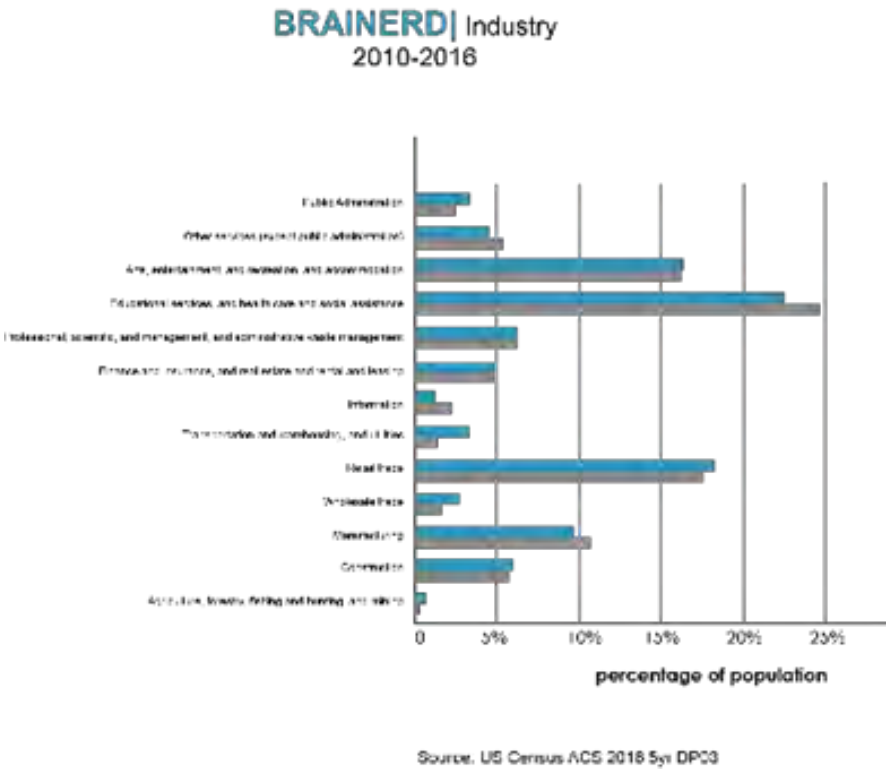
Entity	Industry	Employees
Essentia Health – Central Region	Healthcare	1,500
Brainerd School District	Education	897
Ascensus	Tech services	500
Crow Wing County	Government	442
Bang Printing	Manufacturing	210
Anderson Brothers Construction	Construction	260
CLC	Education	261
City of Brainerd	Government	200
Bethany Good Samaritan	Healthcare	175
Woodland Good Samaritan	Healthcare	175
Minnesota Care	Healthcare	145
Northstar Plating	Manufacturing	110
Avantech	Manufacturing	60
Lexington	Manufacturing	100
CTC	Communica-tion	60
BTD	Manufacturing	20
TDS	Communica-tion	150

Source: BLAEDC – Does not specifically separate employers into cities, or address number of offices.

Existing Conditions

Nearly 60 percent of Brainerd residents are in the workforce. When planning for the future, it's important to understand the economic profile of our residents. *Retail trade* and *educational services, health care, and social assistance* industries employ nearly 41 percent of the city's workforce (ACS, 2016). In addition, nearly 16 percent of workers are employed in the *arts, entertainment, recreation, accommodation*, *and food services* industries. Collectively, nearly 57 percent of Brainerd's workforce is employed in these three categories.

Since 2010, the city has seen growth in retail trade (3 percent), wholesale trade (71 percent), public administration (36 percent), and transportation, warehousing, and utilities (123 percent) industries. Although the city has seen prospective growth in key industries, the city has also experienced a decrease in the information (44 percent) and other services (17 percent) industries. As an industry leader, the educational services, health care, and social assistance segments have experienced a 9 percent drop since 2010.



Median household income (MHI) plays a role in workforce development, industry recruitment and expansion, and quality of life. The MHI for the City of Brainerd is $32,154, nearly 41 percent less than that of Crow Wing County, which, as of 2016, is $45,435 (ACS 2016). The city's MHI experienced a 9 percent increase in income between 2010 and 2016. However, it remains lower than neighboring cities in Crow Wing County.

Community Input

As a part of the public engagement process, the following commonalities were identified:

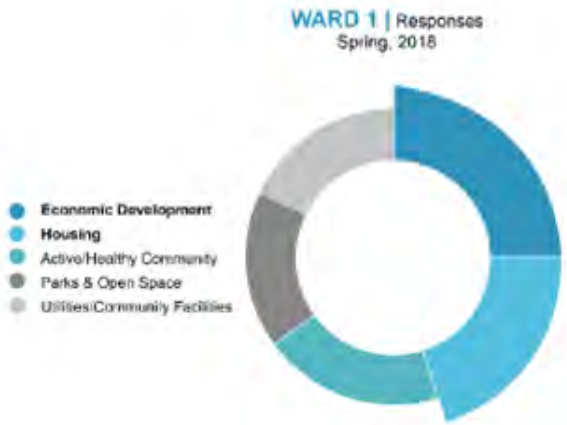
- Need for adequate employment for a variety of income levels.
- Need to capitalize on and improve Brainerd's brand.
- Invest and revitalize downtown Brainerd.
- Work with existing businesses to expand employment opportunities.
- Attract new businesses to the city.

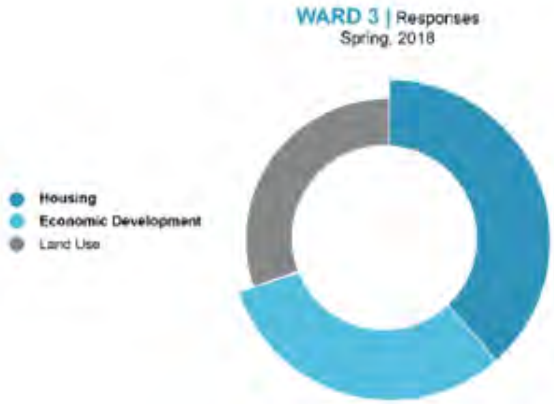
In addition to these elements, quality-of-life attributes were also identified that support a thriving economic environment such as:

- Offer more suitable, affordable housing options.
- Improve the image of the housing stock.
- Protect and enhance our recreation opportunities.

As a part of the community wide survey, when participants were asked, "What areas need the most improvement in Brainerd?" the leading area was high- quality/high-income employment opportunities with nearly 49 percent of the responses. With a tie, residents also seek to provide a wide range of retail/restaurant services (21 percent), as well as be a part of a stable and growing local economy (21 percent).

Economic development was an important topic during the ward meetings, particularly in wards one and three. Economic development ranked as the highest planning element in ward one, generally located in the southwest quadrant of Brainerd. Participants specifically identified 1) appearance and code enforcement, 2) downtown development, and 3) better job opportunities so we can retain residents as the most important issues. Ward three, generally comprised of the northeast quadrant of Brainerd, voted economic development as the second leading topic. Ward meeting participants felt that 1) downtown development and 2) appearance/code enforcement were the most important issues.





Framework

The following provides an overview of the three core concepts that will help to build on the city's existing community assets and embrace the smart growth approach to economic development.

Support Our Local Businesses

The city can contribute toward economic development by supporting and expanding existing businesses and attracting new businesses. The city can do this in several ways:

- Help businesses create jobs.
- Encourage entrepreneurship.
- Seek to diversify the tax base.
- Take strides to improve quality of life through new services and amenities.

The city should take active steps to understand the current composition and location of businesses and jobs, and identify emerging entrepreneurs. Targeting key economic sectors for growth can allow the city to strategically direct its time, resources, and efforts.

- Supporting existing businesses could include actions such as: adding or improving infrastructure, encouraging new or redeveloped housing to meet the needs of workers who do not live in Brainerd.
- Attracting new businesses will be most effective when tailored to the industries that are best suited for the City of Brainerd.

Support Our Workers

Workforce development is vital to ensuring that residents can fairly and successfully compete for employment. It's also essential to ensure that residents can benefit from economic prosperity. Having a workforce with a wide range of skills and education levels can help local businesses grow and attract new businesses. By offering learning and education opportunities for a wide range of jobs, workforce development efforts may reduce the need for workers commuting long distances for employment. The city should identify how well the skills and education levels of Brainerd residents align with the needs of existing and growing industries. This will provide insight into what the city could do to match workers with business needs.

- Bring jobs closer to residents by increasing transportation investments through bike, pedestrian, and public transportation facilities.
- Identify the education and skill needs of the local workforce and that of the skills needed for potential growth industries.

Support Quality of Life Enhancements

By focusing on improving the quality of life in the city, we can position ourselves to compete for new economic growth and better serve our residents, visitors, workers, and businesses. A variety of factors can improve quality of life, such as:

- Prosperous commercial district
- Thriving downtown
- Green and open spaces
- Variety of transportation choices
- Art and cultural opportunities
- Public transit
- Community resources
- Medical facilities
- Academic institutions

Aesthetic improvements, such as green infrastructure and pedestrian realm enhancements, also aid in improving the quality of life. This element also focuses on identifying key locations, including brownfields and infill sites, for development and redevelopment in the city's core.

- Encourage business growth in specific locations such as the historic downtown or other core activity centers.
- This strategic growth can help improve the overall quality of life for residents (current and future, workers, and visitors.
- Attract businesses that provide retail and service options that meet the daily needs of residents of the downtown and residential neighborhoods.

Tourism

Brainerd has the opportunity to build on assets such as history, the art and music scene, and its natural resources and trail networks to draw visitors to the community. This unique set of attributes can serve as economic drivers:

Arts, Culture + Music

- Highlight and enhance the existing art facilities and partners in the city, the various performance theaters, and the Franklin Arts Center.
- Support public murals and public art (on a major scale) through the community, with an overall theme that builds off the city's character.
- Promote the music offerings of local musicians, orchestras, concerts, and music festivals.

Historical Significance

- Preserve historic sites, structures, and landmarks, and take active strides to restore such amenities throughout the city.
- Promote the offerings of the downtown district, and market the business offerings that meet the traveler and consumer's needs.
- Integrate wayfinding and signage throughout the community that help share the story of Brainerd's history.

Outdoor Recreation

- Highlight the vast trail network (both local and state opportunities).
- Promote the active and passive opportunities on the Mississippi River.
- Endorse the active living culture within the city.
- Adopt the trail town model of economic development.

Improve Mobility

Seek to make Brainerd interconnected to help visitors and tourists navigate the community. Additionally, strategically plan for the improvement of the motorized and nonmotorized transportation modes throughout the city. If the city focuses on fluid movement, visitors will feel more comfortable exploring and hopefully enticing them to return or stay longer.

Help Existing Places Thrive

This plan outlines numerous actions to help preserve and take care of the city's existing assets and investments including the downtown, the Mississippi River, infrastructure, parks, and other places that the community values. By focusing on existing assets and identifying historic structures or locations that are worth preserving or possibly reusing, the city can leverage the economic value out of these prior investments. These can be the foundation for helping existing places thrive.

Workforce Development

A workforce with a wide variety of skills and education levels can help local businesses grow but also attract new businesses. Local and regional agencies should help identify the city as to how well the skills and education of the city's workforce align with the needs of existing and growing industries. Additionally, these entities can provide insight and guidance into what the city can do to help local workers better match businesses' needs.

LOCAL PROGRAMMING

The following is an overview of economic development programs that can be developed to aid in economic development activities within the city:

Business mentorship program: Formalized program that connects experienced business owners and entrepreneurs with emerging business professionals.

Business incubators: Collaborative, supportive flex spaces to offer services and facilities for solo business owners and support entrepreneurs, remote workers, and start-ups.

Business retention program: a formal program of meetings with local business owners and city staff meant to learn of business needs, long-term plans, and how the city can support their vision.

Historic building rehab kit: A resource list that assists business owners with local financing options, typical rehabilitation projects, and contractors to help preserve the historical integrity of landmark structures – often on a local heritage preservation structure list.

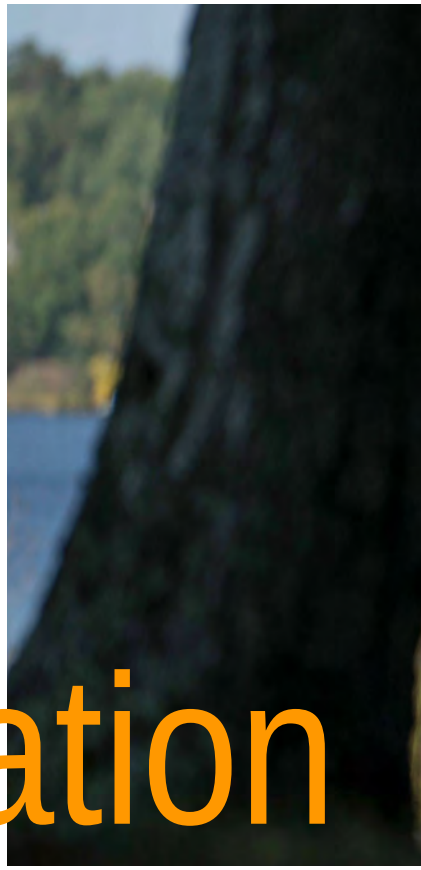
Revolving loan fund: Seed money used as an investment tool, where earnings from payback are then reinvested.

Neighborhood identity and branding: A process meant to develop a unifying image, idea, or brand that reflects the character of the neighborhood.

Historic preservation: A practice meant to identify historical and cultural places throughout the city and set specific policies and procedures to guide preservation, restoration, and redevelopment efforts.

Housing rehab program: A program that offers affordable loans and assistance to qualified homeowners for home repairs

06 Park & Recreation



Overview

The parks, trails, and open space system is an important element in the quality of life in Brainerd. It offers recreational opportunities. It preserves and makes lakes, woodlands, open fields, wetlands, and waterways accessible. It provides places and pathways that draw people to Brainerd to live, work, play, and stay. Brainerd has developed an excellent parks and recreational system that includes quality recreational facilities, neighborhood and community parks, and a citywide network of trails.

Economic value The city's park system provides a valuable service to the Brainerd Lakes area, which can be measured in terms of its effect on the local economy. As the city continues to improve undeveloped parkland and make upgrades and improvements to existing assets there are numerous benchmarks with which to measure the total economic value of the Brainerd park system. These include:

Property value: Homes that are near parks have been shown to have higher property values. This, in turn, can generate additional tax revenue for the city.

Tourism value: Brainerd includes several parks and facilities that attract residents or tourists throughout the region. Visitors who come to Brainerd for a park facility may also visit local shops and restaurants, increasing sales tax revenue.

Direct use: Direct use value involves the willingness of a park visitor to pay to participate in activities and enjoy facilities for activities such as team sports, bicycling, walking, and picnicking. Because these facilities are offered for free or at a discount, the direct use is a measure of how much the public has saved if it were to use a private facility of similar caliber.

Health value: Park access has been shown to increase levels of physical activity. Active lifestyles are associated with lower levels of heart disease, diabetes, and other medical conditions, which can result in lower medical costs. In addition, the natural vegetation within parks improves local air quality, creating a healthier urban environment.

"THE PROGRESS WITH THE TRAIL SYSTEMS AND PARKS WITHIN BRAINERD SHOULD CONTINUE!"

Community connections: In addition to places that provide recreational opportunities, local parks provide community connections. Parks can define a community, allowing for community cohesion and a place to hold events and connect with fellow community members. Parks can create a better sense of place for both residents and visitors

Stormwater and floodplain management: Parks generally include large areas of pervious, natural surface. As such, they deserve a dual role as an effective stormwater and floodplain management tool and areas for public open space and trail alignments.

Existing Trail Network

Brainerd is known for having exceptional recreation opportunities, and the abundance of trails for biking, walking, and running play a major role in that. Whether you are looking to bike around the neighborhoods or take a trail through Brainerd's scenic areas, the opportunities are nearly endless. Brainerd is home to trails that wind through forests, wrap around lakes, and allow residents and visitors to simply enjoy the natural environment. Listed below are the two major trails that cut through Brainerd:

Mississippi River Trail

This 3,000-mile-long trail runs from Itasca State Park, where the Mississippi River begins, and runs alongside the river all the way down to the Gulf of Mexico. The trail relies mainly on road shoulders and low-traffic roads but also utilizes state and regional trails.

Paul Bunyan State Trail

Stretching from Brainerd to Bemidji, this 119-mile rail-trail is one of the longest rail-trails in the country. Passing through forests, riding along lakes and rivers, and riding through meadows make this trail one of the most popular in the entire state. The trail can be accessed from the southern endpoint in Crow Wing State Park for those looking to get on the trail in Brainerd.

Along with the two major trails that come through Brainerd, there is also a local trail network that includes the Buffalo Hills Trail and Cuyuna Lakes Trail.

Buffalo Hills Trail

A city trail in Brainerd with connections to MRT, Cuyuna State Trail (segment), and Paul Bunyan State Trail. From East River Road and Kiwanis Park to Buffalo Hills Park, then along former spur line past Bane Park to Oak Street. Bicycle/walking trail with a small share of the road segment.

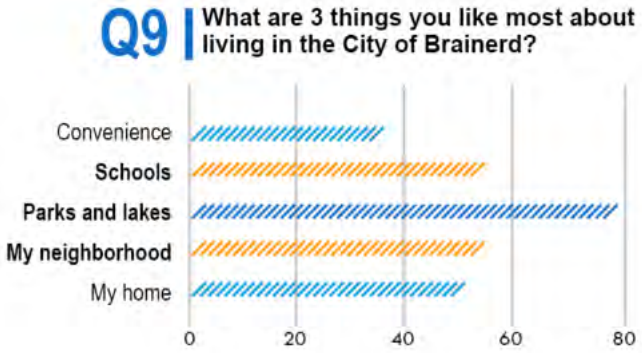
Cuyuna Lakes State Trail

As a local trail segment, the Cuyuna Lakes Trail connects bicycles from the Paul Bunyan Trail through the city and along the river. This local trail segment seeks to expand its mileage and become the Cuyuna Lakes State Trail and the corridor planning is underway.

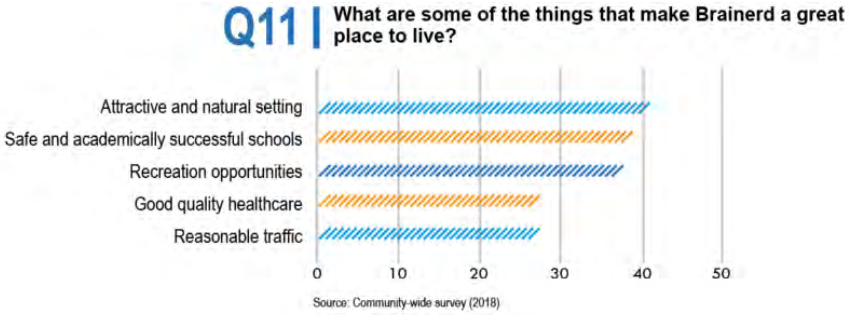
The official Cuyuna Lakes State Trail is 8 of paved trail within the Cuyuna Country State Recreation Area from Crosby to Riverton. One mile passes through the City of Aitkin along State Highway 169. Abandoned by mining companies more than 35 years ago, the state recreation area contains six natural lakes, plus an additional 15 deep lakes that were former mine pits.

Community Input

As a part of the community-wide survey participants noted a series of common threads that relate to park and recreation. General recreation opportunities and abundant natural resources were identified as common themes from the survey. Residents value their location to area lakes, trail networks, and natural features. Survey respondents see *access* to these amenities as one of the most important aspects of their community. Participants also noted their passion for improving the natural resources within the city, championing the Mississippi River as a cherished amenity, and supporting opportunities to expand existing parks, sensitive environmental areas, and greenways in the general area.



Park and open spaces play an integral part in future development. As a part of the community survey we asked residents about future development and concerns related to future growth. Participants noted protecting and preserving water quality as the second highest element and preserving open space as the third. Community-wide survey participants were asked about the elements that make Brainerd a great place to live. This question sought to understand the quality of life elements that could be leveraged as assets to build upon. Participants noted the attractive and natural setting as the number one element that makes Brainerd a great place to live. Recreational opportunities is noted as the second leading element.



Existing Park Network

The City of Brainerd has an abundance of parks and trail facilities within the community. The city's park department has promoted the growth and maintenance of the community's parks with a variety of activities that are available on site. In addition, the entire region provides numerous recreational activities that benefit the city and the region as a whole. Park linkages should be considered wherever development and/or projects are discussed to increase connectivity.

The following is a list of parks in the city limits and encompasses a total of 408 acres. The below inventory does not include recreational facilities that are a part of school grounds, or recreation/amusement businesses like go-carts or miniature golf.

Bane Park (11 acres)

Features: Baseball/softball diamonds (3), concessions, grills, hockey rink, picnic tables, playground, restrooms, skating rink, warming house.
Address/ Location: 1717 S. Seventh Street

Buffalo Hills/Lions Park (19 acres)

Features: Baseball/softball diamonds (2), grill, pavilion, picnic tables, playground, restrooms.
Address/ Location: 101 Buffalo Hills Lane

Gregory Park (11 acres)

Features: Basketball court, fountain, gazebo, historic bandstand, pickle ball courts (2), tennis courts (5), playgrounds (2), restrooms, skating rink, tennis court, warming house.
Address/ Location: 424 N Fifth Street

Gustafson Park (1.5 acres)

Features: Grass ball fields (4).
Address/ Location: NE Ninth Avenue and N Street

Hitch Wayne Park (2 acres)

Features: Undeveloped
Address/ Location: 1201 S. Seventh Street

Jaycees Park (14 acres)

Features: Baseball/softball diamonds (2), concessions, grill, pavilion, playground, restrooms
Address/ Location: 1600 Rosewood Street

Lum Park (38 acres)

Features: Beach, boat landing, disc golf, fishing, grill, pavilion, picnic shelters, playground, restrooms, RV campsite, sand volleyball court.
Address/ Location: 1619 N.E. Washington Street

Triangle Park (<0.5 acres)

Features: Playground.
Address/ Location: 723 Fir Street

O'Brien Park (4 acres)

Features: Open space park
Address/ Location: 2424 Pine Street

Mill Avenue Park (8 acres)

Features: Baseball/softball diamond, hockey rinks, restrooms, skating rink
Address/ Location: 1401 Mill Avenue

Trailside Park (112 acres)

Features: Parking, paved trail, currently undeveloped, largest city-owned park.
Address/ Location: Beaver Dam Road

Kiwanis Park (37 acres)

Features: Canoe launch, fishing (Boom Lake and Mississippi River), gazebo, paved trail pavilions (2), playground, restrooms, Buster Dog Park.
Address/ Location: 1101 East River Road

Memorial Park (28 acres)

Features: Baseball/softball diamond, concessions, playground, restrooms, soccer field.
Address/ Location: 1700 Mill Avenue

Rotary Riverside (145 acres)

Features: Overlooks, nature trails, natural-passive spaces.
Address/ Location: East River Road

Classification

The National Recreation and Park Association (NRPA) and the American Academy for Park and Recreation Administration (AAPRA), in partnership, have developed park and trail system standards to serve as guidelines for communities as they develop their park and trail systems. The following outlines park classifications based on the Level of Service (LOS). For the purpose of this plan, the following classifications will serve only as general guidelines and a tool to plan for future park needs.

The categories of this hierarchy include mini parks, neighborhood parks, and community parks. Park service adequacy is evaluated in three ways:

1. Facilities by classification: Parks are classified into different categories to determine the levels and areas they serve.
2. Facilities by Geographic Distribution: The service radius of each facility is analyzed to identify geographical gaps in service.
3. Facilities in Relation to Population Service Standards: National standards for the provision of park and recreation facilities are applied to the present system.

Mini-park: The smallest park classification used to address unique recreational needs (i.e., pocket park) is the mini-park. The location criterion is less than a quarter mile distance in a residential setting. The size criterion is 2,500 square feet to one acre.

- Triangle.

Neighborhood Park: This park system serves as the recreational and social focus of the neighborhood. The neighborhood park provides both active and passive recreational opportunities for all age groups living in the surrounding neighborhoods. The location criterion is a quarter-mile to a half-mile in service area needs. The typical size is 5 to 10 acres.

- Wayne Hitch, Bane, O'Brien, Mill Avenue, Gustafson.

Community Park: This park classification is larger in size and serves a broader focus. Typically, a neighborhood park provides recreational opportunities to residents living a quarter- to a half-mile from the facility. This classification provides both active and passive recreation opportunities. The location criteria should serve two or more neighborhoods with a half-mile to three-mile service radius. The recommended size is between 30 and 50 acres (size may be determined as needed to accommodate desired uses).

- Buffalo Hills/Lions Park, Gregory, Jaycee's, Kiwanis, Memorial, Rotary Riverside, Lum.

Special Use Park: This classification covers a broad range of parks and recreational facilities orientated toward a single purpose such as social, cultural, or historical. Examples include arboretums, public gardens, or performing arts facilities.

- No classifications at this time; identifies the ability for future development.

Greenways: Greenways link park networks together in an effort to create a cohesive system that emphasizes the natural environment. The locale of these networks is primarily based on the availability of land. Typical greenways are linear in nature and follow natural corridors.

- No classifications at this time; identifies the ability for future development.

Open Space: This classification is broadly defined and can include woodlands, wetlands, floodplains, slough, open fields, etc.

Future Opportunities

Most see Brainerd as an aging city, but with a median age of 33 years old that seems to be misconstrued. With the median age so young this further supports the need for more parks and recreation opportunities.

The National Recreation and Park Association recommends a ratio of 10 acres per 1,000 for cities in Brainerd's population range. The City of Brainerd excels with a high parkland ratio of 30.15 acres per 1,000 residents, which can also be described as 405 park acres for the city's current 13,428 residents.

Q1 | List 3 places you'd be proud to show a visitor:

1. NP CENTER (56)
2. GREGORY PARK (49)
3. KIWANIS PARK (47)
4. LUM PARK (30)
5. TRAILS (CITY-WIDE) (30)
6. CLC (22)
7. WATER TOWER (19)
8. MUSEUM / COURT HOUSE (16)
9. MISSISSIPPI RIVER (14)
10. DOWNTOWN (14)
11. HIGH SCHOOL (13)
12. FRANKLIN ARTS CENTER (12)
13. LIBRARY (11)

It's vital to serve all residents and neighborhoods with park and recreational facilities. As additional areas are identified for redevelopment, it is crucial to identify new areas that need to be served by park and recreational facilities.

The Community Survey Panel was an electronic survey taken by 300 people (187 residents, 113 nonresidents) with questions surrounding Brainerd. Above are the results of the question, "What are three things that you like most about living in Brainerd?" By far the most popular answer was parks/lakes, which indicates what both residents and nonresidents are looking for when they come to Brainerd.

The community survey asked residents to indicate their opinions regarding the park and trail network. Responses indicated the existing networks serve the residents well but offered areas of improvement and possible additions.

Residents value their location to area lakes, trail networks, and natural features. Survey respondents see access to these amenities as one of the most important aspects of their community. Residents also see recreational opportunities as Brainerd's greatest asset. Survey respondents also expressed that people are more attracted to the Brainerd Lakes Area rather than Brainerd itself, which was the backbone of responses indicating that more trails need to connect to surrounding cities in order to get more people to visit Brainerd. Besides connecting trails to other cities, it was also indicated that there needs to be a connection of trails between the parks throughout the city for easy access and improved safety.

Photo credit: Quality Bicycle Products

TRAIL TOWN MODEL OF ECONOMIC DEVELOPMENT

Communities are realizing the economic potential of trails as highly desirable destinations that drive people to their communities, bringing dollars to the places they serve. In addition to preserving critical open space and providing important transportation options, trails and greenways attract visitors from near and far. These visitors help facilitate job growth in tourism-related opportunities like restaurants, local stores, and lodging. Brainerd can leverage the "trail town" model of economic development which places trails as the centerpiece of a tourism centered strategy for small-town revitalization.

Through careful planning and partnership, communities are realizing the full potential of linking trails and businesses. In addition to helping promote small-town revitalization, trails are increasingly being used to help more urban communities revitalize underutilized corridors. Trails are aiding in building strong and healthy communities with increased property values for area residents and improved economic opportunities for local businesses.

06.1 Natural Resources

Overview

Brainerd is situated in the heart of one of the prime recreational areas in the state of Minnesota. More than 400 lakes are estimated to be within 20 miles of the city. The greatest economic impact from tourism generated by the environmental setting is in the summer months with fishing, biking, and golfing with numerous championship golf courses within 15 to 30 minutes of the city. Winter activities such as ice fishing, skiing, and snowmobiling also draw vacationers to the area during the winter season.

The lakes are of many ecological types and no two are exactly alike. Some are best suited to fish, some to waterfowl, and other aquatic life. All provide scenic, recreational value. This sub-chapter addresses the existing conditions within the city, as well as future opportunities to enhance the water quality of the various natural resources throughout the city.

Existing Conditions

Water Quality

Water quality involves more than just taste and looks. Several biological and chemical factors bear the determination if water is "healthy." The Minnesota Pollution Control Agency (MPCA) manages the sampling and monitoring of Minnesota's surface waters. The MPCA collects water quality data from state, local, and federal agencies, as well as citizens. Of all the lakes and the Mississippi River, only the river is listed on the impaired waters list for mercury.

Wetlands

Most of the city wetlands follow the area of the Mississippi River and the Whitley's and Little Buffalo creeks. As you follow the creeks to their eventual connection to the Mississippi River, pockets of wetlands exist throughout. These areas provide excellent filtration for water before entering the rivers, animal habitat, and scenic corridors for nature observers.

Groundwater

Subsurface geology and groundwater are important considerations for all communities as they are the source of drinkable water. The actions of human and forces at work above ground have a direct impact on our groundwater resources.

Lakes

Either partially or entirely within the city are Boom Lake, Gilbert Lake, and Rice Lake/Reservoir. Boom is a small lake on the southern edge of town near the Mississippi. Boom Lake is surrounded by a city park as well as various walking and biking trails. Gilbert and Rice are on the northern edge of town, with Rice Lake being a backwater of the river due to the dam at the site of the former paper mill.

The area lakes around the city are recognized as some of the best sport fishing waters in the nation. Although the rivers offer their fishing assets, they are little used by anglers compared to

the vast array of lakes. Conservatively speaking, there are over 30 prime walleye lakes within a 40-mile circle around Brainerd. Larger lakes noted for walleye fishing are Mille Lacs, Gull, Pelican, and the Whitefish Chain (2004 Brainerd Comprehensive Plan).

Mississippi River

Starting at the northern side of the city and meandering within, the Mississippi River is one of the city's prominent natural resources. The river provides the connection to the natural environment that many citizens desire.

Some protection of the resource was created outside the city limits. The Mississippi River Headwaters Board (MHB) began in 1980, as the result of a grassroots effort by the counties as an alternative to federal control of the Mississippi River corridor. The MHB jurisdiction applies to the unincorporated areas of the counties along the Mississippi River and headwater lakes. Therefore, everything within city limits does not fall in this jurisdiction, but this entity would make a great partner for projects along the river corridor so that its efforts do not just stop at the city limit line.

Watershed

A watershed is defined as an area of land from which all water drains to a given point. It's a ridge or stretch of high land dividing an area drained by different rivers or river systems. Unlike boundaries of political subdivisions such as counties, cities and townships, which are mainly straight and uniform, watershed borders zigzag across the natural lay of the land. Crow Wing County lies within the Mississippi River Headwaters Drainage Basin and contains parts of five major watersheds. Within each are minor or sub-watersheds, all of which flow into the Mississippi. The City of Brainerd lies within the Mississippi River – Brainerd sub watershed. According to the 2015 Watershed Health Report compiled by the MN Department of Natural Resources, the watershed received a 63 out of 100 for a health rating. This rating is very similar to other watersheds in northcentral and northeastern parts of the state.

"USE OUR GREAT NATURAL RESOURCES AND GOOD SCHOOLS AS AN ATTRACTIVE TOOL TO BRING IN BUSINESSES THAT WILL PROVIDE GOOD, FULL-TIME WITH BENEFITS, YEAR-ROUND JOBS."

Shoreland Areas

The history of Minnesota's Shoreland Management Program dates back to 1969 with the passage of the Shoreland Management Act. Minimum development standards — such as structure setbacks, height limits, impervious surface limits, lot requirements, vegetation removal, and land alteration requirements — are established in state rules (Minnesota Rules, part 6120.2500 - 6120.3900) and administered through local ordinances.

Shorelands typically contain important habitat and erodible soils, which present a high risk to surface water pollution if not anchored with natural deep-rooted vegetation. Many of these areas are highly sensitive to development. Shoreland standards are designed to accommodate development around sensitive water bodies in a sustainable way — reducing impacts on water quality and preserving the natural character of the water body" (MN DNR).

Minnesota GreenStep Cities Program

The City of Brainerd joined this program in 2015. The GreenStep Cities is a voluntary challenge and program that seeks to help cities achieve their sustainability and quality of life goals. The core framework of this program is based on a series of best practices that address 1) land use, 2) buildings and lighting, 3) transportation, 4) environmental management, and 5) resilient economic and community development. A total of 29 best practices exist which help communities focus on cost savings, quality of life, and energy use reductions that ultimately lead to a culture of innovation. Each best practice can be implemented by completing one or more specific tasks from a list of four to eight actions. The City of Brainerd has completed the first two steps in program; with a total of five steps. Goals in the comprehensive support and align with best practices outline through this program.

Community Input

As a part of the outreach process, nearly 79 percent of community survey participants note that parks and lakes was the single most important aspect of living in the city. Participants also noted that in terms of future city growth, protecting and preserving water quality was the second highest priority the city should focus on. Participants also noted that preserving open space was the third most important issue around concerns of future city growth.

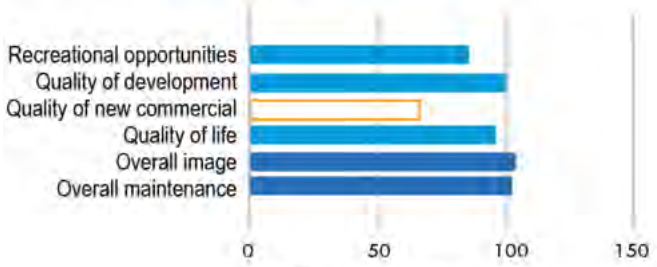
WHAT WE HEARD | PARKS & NATURAL RESOURCES	YES | NO	PRIORITY
We love our trail network, but improve walkability within our neighborhoods and to downtown.	12	
Improve our trail network and wayfinding.	11	
We cherish our natural resources and seek to increase access.	8	
Extensive park system but can always strive to improve.	3	

Consistently throughout the public engagement process we learned of resident's passion for natural resources and spoke about their strong connection to the water and the environment. It's no surprise that three out of four people note that parks and lakes were the single most important aspect of living in the city. For the purposes of this chapter, the goals focus on the natural environment within city limits, but time and time again people referenced their location in the lakes region as an important element.

Residents would like to see recreational opportunities enhanced, through trail connections, greenway development, a centralized civic space and public improvements along the Mississippi River, and improved access to the Mississippi River. When asked to prioritize public improvement, survey participants noted the riverfront development as the third leading public investment overall.

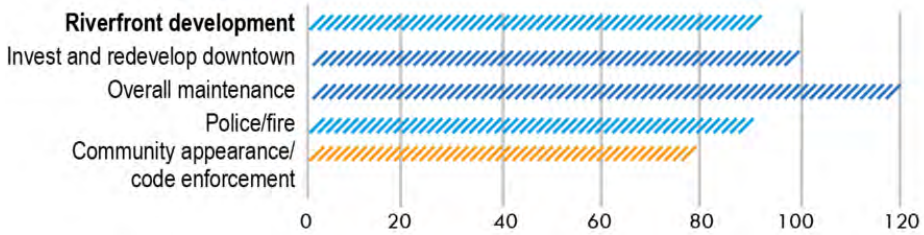
Through the improvement of active and passive recreational spaces, the city can take active strides to improve aspects of quality of life for residents, while intentionally attracting visitors.

Q1 | What are the top 5 priorities the city should improve on?



Source: Community-wide survey

Q1a | Please identify 5 public improvement priorities for how your taxes should be used:



Source: Community Survey Panel

GREENWAYS

A greenway is a linear space established along a corridor, such as a riverfront, stream, valley, or other natural or landscaped system. Greenways may connect open spaces, parks, nature reserves, cultural features, or historic sites with populated areas and to one another. Greenways may or may not include a bikeway, shared-use path, or multiuse trail.

The social benefits of greenways can create places for people to meet, and serve as connectors to places, neighborhoods, and other parks. The health benefits of linear parks combine both physical exercise and mental benefits from interacting with nature. Brainerd can capitalize on the vast amount of green space and sensitive environmental areas by drawing people to a linear park network that interconnects neighborhoods and the city-wide park network.

07

Facilities & Infrastru

Overview

Reliable clean running water, a dependable sanitary sewer system, and safe reliable electricity are usually not the first things residents think about when asked what they like about their city. However, these functions are the foundation of any successful city, and without them, development of a city would stall. The fact that we often take these services for granted is a testament to how well the services are provided. For example, we rarely consider the complex process involved in delivering these services to our fingertips unless there is a problem.

This chapter focuses on municipally owned facilities and infrastructure. However, certain services and infrastructures are provided through the private sector, and this chapter will identify those services, such as natural gas, propane, and broadband fiber for internet.

This chapter will identify and describe many municipal facilities and infrastructures. It will discuss existing plans and commissions as well as identify the areas of highest concern based on public input gathered through the community engagement plan. Finally, this chapter will outline the facilities and infrastructure goals.

Because transportation-related infrastructure is covered under the transportation chapter, roads, bridges, sidewalks, and trails are not dealt with in this chapter.

Existing Municipally Owned Facilities and Infrastructure Structures

- City Hall (Laurel Street)
- Brainerd Public Utilities Administration Building (Highland Scenic)
- Wastewater treatment facility (Highland Scenic)
- Water treatment plant (Emma Street)
- City substations
- Mississippi Hydro-Electric River dam
- Police Department Building (East River Road)
- Fire Department Building #1 (East River Road)
- Fire Department Building #2 (Mill Avenue)
- City garages
- Streets Maintenance Facility (Thiesse Drive)
- Parks Maintenance Facility (Lum Park)
- Parks: Bane, Buffalo Hills, Jaycee, Kiwanis, Lum, Memorial, Rotary, and Gregory

Existing Infrastructure

- City water network*:* Water towers, pumps, pipes, hardware
- City sewer/wastewater network: Pipes, culverts, drains, hardware
- City electrical grid hardware: Light poles, power poles, cables, wires, conduits, circuits

ucture

Existing Critical Private Infrastructure

- Fuel: Natural gas, Excel Energy, CenterPoint Energy
- Propane: Several local providers
- Oil: Several local providers
- Broadband: Charter Communications, Consolidated Telecommunications Company (CTC), Century Link

Existing Plans and Commissions

Five-year Capital Improvement Plan (CIP): The City of Brainerd's five-year Capital Improvements Plan (CIP) is a five-year investment guide for the construction and/or improvement of city streets, sanitary sewers, and storm sewers. City staff have prepared the plan to assist the City Council in long-range planning of capital infrastructure upgrades and to give a big picture perspective on the continuing need to fund a transportation and utility system that serves the constituents of Brainerd and uses their tax dollars in the most efficient and cost-effective manner. The most recent (as of the time of publication of this plan) version of the City of Brainerd five-year Street and Sewer Capital Improvement Plan can be viewed here.

Public Utilities Commission: The Public Utilities Commission controls, operates, and manages public utilities that are now or may hereafter be owned and operated within the city.

Cable TV Advisory Committee: This committee is charged with monitoring the performance of the cable TV franchise in carrying out the compliance of financial and technical provisions. The group advises and makes recommendations to the City Council regarding the present and future use of the cable communications system within the city. It promotes the use of the public educational and governmental access channels by increasing the public awareness of their availability and potential and by stimulating and promoting public interest and participation. It takes appropriate action to assure nondiscriminatory access to the public, educational, and governmental access channels.

Parks & Recreation Board: The Parks and Recreation Board has control and supervision of all parks and parkways within the city of Brainerd. It establishes the recreation policy and conducts and supervises recreation areas, facilities, services and programs for all types of public recreation.

Brainerd Public Library Board: The purpose of this board is to represent the interests of the people of the City of Brainerd in providing library services. This board also has is responsible for maintenance of library property and grounds.

GREEN INFRASTRUCTURE

A new generation of practices has emerged to effectively manage stormwater while simultaneously adding to the community's sense of place, building vibrant and attractive communities. Green infrastructure comes in a multitude of forms such as bioswales, rainwater harvesting barrels, rain gardens, permeable pavement, conservation areas, and a multitude of others.

Green infrastructure is a resilient approach to managing wet weather impacts, designed to reduce and treat stormwater at its source while delivering environmental, social, and economic benefits.

Unlike a single-purpose gray stormwater infrastructure network – conventional piped drainage and water treatment systems – green infrastructure uses vegetation, soils, and other elements to restore the natural process needed to manage the water.

Raingardens:

Rain gardens are versatile features that can be installed in almost any unpaved space. Also known as bioretention, or bio-infiltration, cells, they are shallow, vegetated basins that collect and absorb runoff from rooftops, sidewalks, and streets. This practice mimics natural hydrology by infiltrating, and evaporating and transpiring—or "evapotranspiring"—stormwater runoff.

Bioswales:

Bioswales are vegetated, mulched, or vegetated channels that provide treatment and retention as they move stormwater from one place to another. Vegetated swales slow, infiltrate, and filter stormwater flows. As linear features, they are particularly well suited to being placed along streets and parking lots.

Sewer

Future land development patterns must closely align with a cost-effective wastewater service strategy. When it comes time to future development, the city should be certain in identifying locations for lift stations, sanitary sewer interceptors, and force mains to support a sustainable development pattern. It's vital that the city ensure that these costs are equitably distributed and services are provided in a planned, phased approach that encourages development.

The city operates and maintains approximately 76 miles of sanitary sewer. All pipes range in size with the smallest pipes in the system being 6 inches and the largest being 27 inches. The current average age of the city's sewer system is about 50 years old. The current oldest sewer in the system was constructed in 1904, and the newest sewer in the system was constructed in 2016.

Water

Providing a safe and adequate water supply system is vital for community growth and sustainability. Protecting and distributing drinking water that meets the acceptable standards is an essential function performed by the city. Additionally, water pressures need to be maintained for convenience and health to meet the varying demands among local residents and appropriate pressures is important for fire protection.

Protection: Ground water acquirers serve as the source of drinking water in the city. Along with surface water like streams, rivers, and lakes, this is known as *source water*. Brainerd Public Utilities (BPU) treats water that is used for consumption. Protecting source water from contamination can reduce treatment costs. Protecting source water also reduces risks to public health from exposure to contaminated water. The city can seek to develop zoning requirements to ensure adequate buffers are in place for certain commercial and industrial uses. The city can also protect source water areas by implementing land use controls such as acquisition and conservation easements.

Stormwater

The framework that seeks to guide future development patterns can only be actually achieved when issues surrounding stormwater management and environmental protection are a core focus on the planning process. A typical stormwater system consists of a network of pipes, catches basins, detention ponds, and ditches. Wetlands and other natural and environmental systems play a vital role in effective stormwater management.

Almost all stormwater from the city drains into the Mississippi River, either directly or through local lakes, reservoirs, streams, and ditches. A few small portions within the southwestern portion of the city are landlocked basins. The entire drainage area of the city is located within the DNR minor watershed "Mississippi River – Brainerd." Roughly 55 percent of the river drains directly into the Mississippi River. Buffalo Creek receives nearly 25 percent of the stormwater from the city while the remainder generally drains to Rice Lake.

Brainerd utilizes the stormwater management ordinance and Stormwater Pollution Prevention Plan (SWPPP) that identifies a series of best management practices and objectives to advance water management goals.

Renewable Energy

The Brainerd hydroelectric dam not only controls river flow and regulates flooding, but it provides hydroelectric power to the city. In an effort to advance energy goals, the city purchased the hydroelectric dam on the north end of the city on the Mississippi River after the close of Wausau Paper in 2014 to

Photo Credit: Crow Wing County Soil and Water Conservation District

leverage renewable energy and lower electric rates for residents. It's estimated that the hydroelectric service provides more than 1 million dollars worth of electricity, nearly 10 percent of what was previously purchased through a utility provider. In addition to renewable energy, the dam helps foster a healthy natural environment downstream through the control of water levels. Brainerd Public Utilities is currently seeking to relicense the Brainerd dam through the Federal Energy Regulatory Commission, a process that takes five years to complete.

Renewable energy is energy that's generated from natural sources such as sunlight, wind, geothermal, and water. It's energy that is generated from natural processes that are continually replenished and is constantly renewed. The city can play an active role in renewable energy initiatives through policy and planning efforts. Infrastructure and utilities for energy, transportation, water, and wastewater all have important roles in addressing energy issues.

Strategic Investments

One challenge faced by communities across the nation, is the cost of maintaining infrastructure. As communities grow, they also increase the amount of infrastructure they build, pay for and ultimately must maintain. Oftentimes, communities, will pay for and build infrastructure in anticipation of future growth. Both of these scenarios can lead to potential financial risks. As Charles Marohn, Author and founder of the Strong Towns blog succinctly notes:

"For generations, North American communities have been growing—or at least, they've been building. But as we've paved endless roads, raised countless buildings and put **more and more infrastructure in the ground, we've given** almost no thought to whether future generations will be able to afford to maintain the world we'll leave them with—or how many of the things we build are making our **communities worse places to live today."**
—Strong Towns

With this warning in mind, this plan update seeks to not only grow, but to thrive today, with the future in mind. This document lays out a long-term vision to do this through a variety of innovative, fiscally and socially responsible, pro-growth goals and policies that seek to address both the multi-faceted challenges, and the boundless opportunities that exist for the city of Brainerd, its residents, businesses and visitors.

Community Input

Just like in other sections of this plan, the facilities and infrastructure goals were based on and in alignment with feedback gathered through the planning processes community engagement plan. The community engagement plans included surveys, interviews, neighborhood ward meetings, several focus groups, and a community visioning session, and therefore reflects the opinions of members of the public. A summary of the findings from the community engagement plan regarding facilities and infrastructure is below:

Increase connectivity to adequate and affordable broadband and other infrastructure development throughout the community by:

- Coordinating with public and private utility companies when major road reconstruction projects are being planned to update/ install infrastructure.

Support façade improvements while keeping the historic look of infrastructure.

- Consider a historic preservation program

Continue to maintain roads

- Continue to maintain, execute, and update the five-year road maintenance plan.
- Continue to seek funding opportunities for road projects through sources such as:
    - Surface Transportation Block Grant Program (STBGP)
    - Transportation Economic Development (TED)
    - Transportation Economic Development Infrastructure (TEDI)

07.1 Public Safety

Overview

Public safety is perhaps the most important foundational element of a successful community. Public safety enhances the sense of community by establishing a sense of safety and security. Law enforcement, fire, and emergency medical services ensure residents and visitors can live, conduct, and transact business and recreate and lead peaceable lives, knowing that they, their loved ones, their livelihoods, and their personal property are safe, secure, and protected. Furthermore, all individuals can be assured that they will be provided the assistance needed in case of a crisis event, or an emergency arises within the city of Brainerd.

Existing Conditions

Brainerd Fire Department

The Brainerd Fire Department provides fire and rescuer services, hazardous materials response, as well as emergency medical services for not only Brainerd residents, but also for the city of Baxter, unorganized territory/first assessment and the five townships of Crow Wing, Long Lake, Oak Lawn, Nokay Lake, and St. Mathias.

The fire department's leadership structure includes a fire chief, who is responsible for the operations of the department and provides leadership to staff. The department also has a deputy chief/fire marshal, who provides fire code enforcement. In addition, an administrative specialist provides records and office support to the fire department.

In addition, two battalion chiefs and five captains are among the ranks of 37 firefighters serving the Brainerd Fire Department. By the numbers, the department covers 300 square miles, responds to an average of 450 calls annually, and serves 35,000 residents. In addition, the firefighters train over 3,700 hours a year and reach 10,000 children and adults annually with public education.

Brainerd Police Department

Brainerd residents and visitors receive law enforcement primarily from the Brainerd Police Department, but also through coordination with the Crow Wing County Sheriff's Department, the Minnesota State Patrol, the Minnesota Bureau of Criminal Apprehension (BCA), as well as other state and federal law enforcement agencies.

The Brainerd Police Department is a full-service, modern police agency with 23 sworn officers, six full-time support staff, and three part-time service staff. They respond to nearly 19,000 incidents per year in a semi-urban city of over 13,000 residents. Brainerd officers patrol nearly 17 square miles and provide transportation security for the Brainerd Lakes Regional Airport.

Brainerd officers serve their community in a variety of ways, including: patrol, investigations, Bicycle Patrol, Bomb Squad, Community Service Officers (CSO), Crime Prevention Unit, Investigation Division, Police K-9, Drug Unit, Patrol Division, Tactical Team, special assignments, and records management.

Crow Wing County Emergency Management

Crow Wing County Emergency Management coordinates with local, state, and federal agencies to preserve life, property, and the well-being of Crow Wing County citizens from natural, technological, and man-made disasters. By coordinating with Crow Wing County Emergency Management, Brainerd avails itself to additional emergency management resources, such as the Allied Radio Matrix for Emergency Response (ARMER)/800MHz, additional fire prevention programs, National Incident Management System (NIMS), the Incident Command System (ICS), and Hazard Mitigation Planning.

Existing Public Safety Plans and Commissions

Police and Fire, Civil Service Commission — Per Minnesota statutes, the Police and Fire Civil Service Commission has control and supervision over members of the city police and fire departments, advises City Council on police and fire personnel matters, and conducts civil service testing for full-time police officers and firefighters.

Crow Wing County Hazard Mitigation Plan

The purpose of a hazard mitigation plan is to protect the health, safety, and economic interests of residents by reducing the impacts of natural, technological, and human-related hazards through hazard planning, awareness, and implementation. Plans serve as the foundation for hazard mitigation activities within a jurisdiction and provide a path towards continuous, proactive reduction of vulnerability to the most frequent hazards that result in repetitive and often severe social, economic, and physical damage.

Implementation of plan recommendations will help reduce injuries, loss of life, and destruction of property due to hazardous conditions. The ideal end-state is total integration of hazard mitigation activities, programs, capabilities, and actions into normal, day-to-day governmental functions and management practices.

"NEIGHBORS KNOW THEIR NEIGHBORS AND PEOPLE WORK TOGETHER TO KEEP THEIR NEIGHBORHOODS SAFE."

Community Input

What We Heard:

A community survey completed in conjunction with the updating of the comprehensive plan requested input from residents regarding all aspects in this plan. From those questions respondents were asked a number of questions about public safety, and a summary of results follows:

- Need more police and fire personnel
- Larger police presence and drug enforcement
- More community-building activities with police and fire department
- A community that feels safe will create a domino effect and attract new residents, businesses, and tourists
- Better sense of safety downtown

Safe Neighborhoods

Public safety is an essential component of the health and prosperity of Brainerd residents. Survey respondents noted that improved safety and lowering crime rates are the utmost important. Although it was common to hear the need for improved safety throughout the community engagement process it was also common to hear how satisfied residents were with the service. The Community Survey Panel consisted of a series of electronic surveys taken by 300 people (187 residents, 113 nonresidents) with questions regarding Brainerd. Survey respondents' satisfaction rate for both the police department and fire department were the two highest scored services in Brainerd.

"SAFE NEIGHBORHOODS AND STREETS ARE IMPORTANT TO ME BECAUSE OUTSIDE OF MY HOME I DON'T HAVE CONTROL OF ANYTHING.

.....

BUT, IF MY CITY AND PUBLIC OFFICIALS HAVE SAFETY IN STREETS AND NEIGHBORHOOD PRIORITY, I CAN RELY SOMEWHAT ON THEM TO HELP ALLEVIATE ANY FEARS FOR PERSONAL SAFETY."

08 Implementation

This chapter will serve as the action plan for prioritizing the goals and policies within each chapter of the Comprehensive Plan. Once the plan is adopted, a new cycle of continuous work begins. The Comprehensive Plan is intended to guide many of the goals and decisions made by the city each year.

This section summarizes the recommendations and policies, and provides an implementation schedule that city staff, committees, Planning Commission, and City Council can use to develop recommended timeframes for executing individual projects and initiatives. This section of the plan is intended to provide the city a tool that can be used to bridge the gap between planning and implementation. Ideally, this chapter would be used and revised annually at the annual budget meeting to align the city's planning priorities with its investment priorities.

Strategies

Strategies are concrete initiatives that are intended to carry out an idea, goal, policy, or action that has been identified throughout the plan. The following tables provide a summarized list of major action items to be carried out over the course of the next 10-year time horizon. The strategies should be woven into the daily activities of the local jurisdiction and the various departments and are highly encouraged to be included in the budgeting and capital improvement programming. In an effort to measure and report on the progress, the following general principles will support implementation efforts:

- Connect the plan's implementation to the capital improvement plan (CIP) process.
- Connect the plan's strategies to the annual budgeting process.
- Establish organization cooperation.
- Identify funding sources for plan implementation.
- Establish implementation benchmarks and targets.
- Report annually on implementation progress.
- Adjust the plan as necessary based on evaluation.

An essential component of ensuring this plan is a living document is to review the plan annually and collectively identify and determine the priorities outlined in the plan. City leadership and staff should complete review the plan yearly and make amendments as necessary.

As items are completed, new goals and policies should be identified and brought forward to implementation. Some of the following recommendations may require substantial cooperation with others, including other units of government, the private sector, and partnerships with area stakeholders. In addition, other city departments, administration, or City Council priorities may affect the completion of these key action items.

LAND USE		
STRATEGY	SUB-STRATEGY	PRIORITY
Update city ordinances to reflect the changes in the plan	-	High
Complete a future land use map that reflects the content within this plan	Amend the comprehensive plan as necessary.	High
Formalize a downtown association	-	Medium
Review, analyze, update, and implement the suite of plans accordingly and consider new plans as they are adopted	Non-motorized transportation plan	Medium
	Downtown Plan	
	Mississippi River Partnership Plan	
Develop new planning documents	Develop an annexation strategy or growth management plan	
	Conduct an Age-Friendly Community Plan	
Consider the formation of a Heritage Preservation Commission	Advance local preservation initiatives through local, state, and federal programs	Low
Conduct a series of small area plans to promote reinvestment and stimulate growth	Evaluate the potential land uses from city limits to the airport	Medium
	Conduct a small area plan of the "river to rails" corridor and formalize this initiative	
Deploy a form-based code for the 1) Kingwood street corridor and 2) Oak Street and 13th node	Pilot these areas, or others that meet a set of criteria, to test this new regulatory framework	Medium
Via the city's website, show the progression of city planning initiatives, benchmarking, and long-range planning progresses	Develop performance measures and benchmarks and share progress outward	High
Create policies that promote infill development and redevelopment	Clearly identify infill/growth areas	High
	Prioritize infill and adaptive re-use in the downtown	
Identify locations for special use districts or overlays	Consider the implementation of an "art" or "innovation" district	Low
Enact a policy that studies the fiscal impacts of development applications	Determine the complexity of the application that warrants a financial impact review	Medium
Take active steps to complete the MN Greenstep Cities program	-	Medium

COMMUNITY CHARACTER		
STRATEGY	SUB-STRATEGY	PRIORITY
Undergo a marketing and branding initiative		High
Improve city-wide signage and wayfinding	Develop a wayfinding plan with incremental steps and funding approaches towards completion	Medium
Boost enforcement of city codes and ordinances	Enforce property maintenance codes	High
Leverage social media to market opportunities and existing success stories outward	-	Medium
Improve the aesthetics of the main corridors	Develop design standards for the 210 corridor, 6th street, and downtown	Medium
Consider creating design guidelines in both the general commercial and downtown areas	-	Medium
Implement an adaptive re-use policy	-	Medium
Integrate public art throughout the community in strategic locations	Create a community-wide art mural program	Low
Develop a downtown beautification program	-	Medium
Utilize tactical urbanism to evaluate pilot programs for implementation that improve walkability	-	Low

HOUSING		
STRATEGY	SUB-STRATEGY	PRIORITY
Amend the comprehensive plan to include the updated housing study information	-	High
Support infill development		High
Identify housing needs for seniors, young families, and workforce	-	High
Encourage housing rehabilitation	Develop a low-interest façade improvement program for low- and mid-income households	High
Conduct a market study	-	Medium
Work with community partners to target market gaps	-	Medium
Promote neighborhood capacity building	-	Medium
Ensure local land use controls and permitting procedures do not discourage housing development	-	Medium
Utilize targeted incentives to catalyze improvements within the neighborhoods	-	Low

MOBILITY		
STRATEGY	SUB-STRATEGY	PRIORITY
Conduct a walking audit every 3-5 years to measure progress	-	Low
Actively implement the walkable bikeable city plan	-	Medium
Use tactical urbanism and/or demonstration projects to identify and study pedestrian and bicycle improvements	-	Low
Launch a bike-share program in coordination with area partners	-	Low
Achieve silver status through the League of American Bicyclists	-	Low
Hold yearly streets alive events	-	Medium
Extend and increase the capacity of roadways that enhance circulation, mobility, and anticipated growth and development	-	Low

ECONOMIC DEVELOPMENT		
STRATEGY	SUB-STRATEGY	PRIORITY
Offer a variety of shovel ready sites	Create and publish a vacant lot map/vacant buildings; update as necessary	Medium
Explore business improvement district options for the downtown	-	Medium
Appropriately budget funds for economic development and marketing	-	Medium
Keep a log of blighted or vacant properties	Drive investment and businesses to strategic infill locations	High
	Develop policy that seeks to require blighted properties be mitigated before land transfer	Medium
Allocate appropriate staff time to implement programs, activities, pursue funding, and track results.	-	High
Develop a strategic economic development plan	-	High
Collaborate with U of M Extension on an economic futures workshop	Understand the impact that industries make on the city, and identify appropriate industries for recruitment efforts	High
Develop a set of programs to help grow and promote business development	Business mentorship program	Medium
	Revolving loan fund	
	Façade improvement program	
	Create an economic development toolkit	
	Business assistance program	
Enhance the downtown retail environment	Utilize tactical urbanism to improve the public realm and promote events	High
	Promote downtown streetscape and public realm enhancements	
Support businesses in the downtown that promote entrepreneurship and small businesses	Leverage the “maker economy” and seek ways to grow this industry in the downtown	Medium

PARKS AND RECREATION		
STRATEGY	SUB-STRATEGY	PRIORITY
Conduct a series of long-range plans	Complete a signage and wayfinding system	Medium
	Complete a bicycle and pedestrian plan	Medium
	Develop a long-range plan for the entire park and open space network, specifically focusing on maintenance	High
Seek revenue-generating sources within the parks and facilities	-	Medium
Incorporate maintenance and improvement costs into future park system decisions	-	Low
Join the 10-minute walk campaign through the Trust for Public Land	-	Medium
Increase the amount and type of recreational opportunities	Diversify the recreation options within the city	Low
Enhance safe walking and cycling routes	-	Medium
Expand trails to connect to other destinations and area attractions	-	High

NATURAL RESOURCES		
STRATEGY	SUB-STRATEGY	PRIORITY
Review and revise subdivision ordinances to reflect the content of the plan	-	High
Review and revise site design guidelines to align with the policies of this plan	-	High
Complete a natural resource inventory	Specifically identify greenways, corridors, and sensitive environmental features for protection	Medium
	Identify invasive species	Medium
Conduct an evaluation of city-wide opportunities to integrate low impact development solutions	Study areas in the community where green infrastructure solutions can be constructed	Low
Develop a best management practice guide or education series around water quality	Partner with CWC SWCD on projects and programming needs	Low
Clearly identify greenways and corridors that should be preserved	Develop a long-range plan that creates a greenway corridor throughout, or around, the city	Medium
	Identify a nature or passive trail network	

FACILITIES AND INFRASTRUCTURE		
STRATEGY	SUB-STRATEGY	PRIORITY
Promote energy efficiency and the use of renewable resources	Take strides to complete applicable strategies in the GreenStep Cities program	Low
Ensure that adequate infrastructure is provided to areas targeted for growth (residential, commercial, and industrial)	-	Medium
Continue to research and explore methods for funding options		High
Prioritize infrastructure investments within existing neighborhoods and potential areas of growth	-	High
Encourage the use of stormwater best management practices to improve local and regional water quality.	-	Medium

PUBLIC SAFETY		
STRATEGY	SUB-STRATEGY	PRIORITY
Foster neighborhood capacity building to develop a neighborhood watch program	-	Low
Continue to work with the school district with current and long-range planning efforts	-	Low
Promote and expand existing program whereby private business voluntarily share closed circuit security camera footage with law enforcement.		Low
Continue partnerships and programs with the Minnesota Department of Transportation (MnDOT) such as Safe Routes to School (SRTS) and Towards Zero Deaths (TZD)	-	Low

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CITY OF BRAINERD
PERSONNEL AND FINANCE COMMITTEE
AGENDA

October 7, 2019
City Hall Conference Room
6:45 PM

1. Approval of Bills & Payments to Contractors

Contractor	IMP#	Project	Amount Paid	Contract Amount
Astech	19-03	2019 Seal Coating	$167,845	$168,017
Anderson Brothers	18-09	College Drive Overlay	$454,223	$484,029
Anderson Brothers	18-08	South 4th St Overlay	$138,634	$141,164
Tom's Backhoe	17-10	SE Alley Sanitary Sewer	$448,910	$462,288

2. 2019 DNR Grant Award

3. MN Fire Department Turnout Gear Dryer Award Program

4. Sale of Ladder #2 in 2020

5. Riverfront Trail Feasibility Study Proposal

6. Ratify the Hiring of James Kramvik as Zoning Specialist/Permit Technician

7. Ratify the Hiring of Seth Greenwaldt as Street & Sewer Maintenance I

8. Thoreen Interim City Administrator Agreement

9. 2020 Health Insurance Renewal

10. Consulting Agreement with Hildi Inc. for Actuarial Services to Comply with Governmental Accounting Standard Board (GASB) 74/75 Relating to Other Post Employment Benefits (OPEBs)

11. Tower Award Options

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7th, 2019

Title of Item: 2019 DNR Grant Award

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Fire Chief Tim Holmes	**Department:** Fire
Presenter (Name & Title): Fire Chief Tim Holmes	**Estimated Time Needed:** 5 minutes

Summary of Issue:

The Brainerd Fire Department applied for and received a DNR Fire Assistance Grant in the amount of $2825. Attached is the agreement which requires the Mayor and City Administrator's signatures for the approval. The grant award is a 50:50 match which will allow the department to upgrade the water tank and pump on our wildland fire truck. The tank had rusted through this spring so this is great timing for this award.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Accept the grant award and execute the Grant Contract with the appropriate signatures.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

DEPARTMENT OF NATURAL RESOURCES

Minnesota Department of Natural Resources
402 SE 11th Street - Grand Rapids, MN 55744

BRAINERD FIRE DEPARTMENT
SEP 23 2019
RECEIVED

September 17, 2019

Re: 2020 VOLUNTEER FIRE ASSISTANCE MATCHING GRANT (VFA)

BRAINERD FIRE DEPT

Dear Fire Chief:

Attached is a grant contract between the Minnesota Department of Natural Resources, Division of Forestry in the amount of $ 2825.00.

Please obtain *two* signatures on the grant contract and return back to me as soon as possible. I will obtain the final required signature and forward a copy of the fully executed grant contract to you when complete.

Work must not begin under this grant contract until fully executed and you have been notified by the State's Authorized Representative to begin the work.

If you have any questions regarding the processing of this grant contract, please let me know.

Respectfully,

Shelly Serich

Shelly Serich
Rural Fire Programs Asst.
Shelly.Serich@state.mn.us

www.mndnr.gov/grants/ruralfire

X

RURAL FIRE DEPARTMENT VOLUNTEER FIRE ASSISTANCE (VFA) MATCHING GRANT PROJECT PROPOSAL

Complete Mail or email to:

Rural Fire Grant Project Proposal
MN Interagency Fire Center
402 SE 11th Street
Grand Rapids, Minnesota 55744
shelly.serich@state.mn.us

RECEIVED
MAY 13 2019
MIFC

➔ **POSTMARKED NO LATER THAN..... JUNE 1, 2019**

Fire Department: Brainerd	**Name & Title of person filling out form:** Tim Holmes, Fire Chief
Official FD Mailing Address: 23 Laurel Street	**Telephone:** Day: 218-828-2312 Night: Cell: 218-839-8063 Fire Hall: 218-828-2312
City, State, Zip: Brainerd, MN 56401	**FD e-mail:** tholmes@ci.brainerd.mn.us

1. Population directly benefiting from the project: 35,000
2. Fire Department's protection area (square miles): 260 (Excluding Mutual Aid Area)
3. Number of fire incidents for the previous year: wildland 23 structural 33 other 450
4. Fill in the estimated total cost of the project(s) and the Grand total the dollar amount requested.

$	Wildland Personal Protective Equipment		$	Structural Turnout Gear
$	Excess Property Equipment Conversion		$	Radios/Pagers
$	Wildland Equipment		$	Breathing Apparatus
$5650	Water Movement Items		$	Safety Equipment
$	Other Miscellaneous Projects (Describe)		$	Water Storage System

Grand Total Dollars Requested $ Total Cost $5650 $2825 / 50:50 Match

Fire Department Chief's Signature: Tim Holmes **Date:** 5-10-19

OFFICE USE ONLY:

GRANT APPROVED UP TO $ 2825.00 PRIORITY IS FOR Water Movement Items

APPROVAL/DATE: 9.16.19 CONTRACT NUMBER 165812

Modified Project: _____ Approval/date: _____

Exhibit A

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources, Division or Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 ("State") and BRAINERD FIRE DEPT, 23 LAUREL ST, BRAINERD, MN 56401- ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.085 authorizes the Commissioner of Natural Resources, on behalf of the State, to accept and use grants of money for the United States or other grantors for conservation purposes not inconsistent with the laws of this state and in accordance with the purposes of the grant and applicable Federal and State laws and authorizes the Commissioner to make sub-grants of any money received to other agencies, units of local government, and private nonprofit corporations; and Minn. Stat. 88.067, as amended in Laws of Minnesota 2000, Chapter 231, Section 113, may make grants for procurement of fire suppression equipment and training of fire departments in techniques of fire control. The commissioner may require a local match for any grant. Grantee is a governmental unit and or is a fire fighting entity located in a rural area; and the State is empowered to enter into this grant.

2. The State is in need of fire department assistance to suppress wildland fires.

4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

1.1 ***Effective date*:** This agreement becomes effective on August 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16B.98, subdivision 5. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.

1.2 ***Expiration Date:*** Work on this project must be completed on or before June 1, 2020. The State is to be invoiced on or before June 15, 2020 or the contract will be canceled without further notification.

1.3 ***Survival of Terms:*** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements

1.4 ***Incur Expenses:*** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 1, 2019 are eligible for reimbursement. This agreement becomes effective on August 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

Complete work specified in the Project Proposal attached hereto as Exhibit A. This Project Proposal shall be a part of this grant. Highest priority is indicated in the office use only box of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State of Minnesota.
Insure all equipment acquired through this grant must be used solely for prevention, suppression and control of fire. Report GPS locations of dry hydrants or water facilities constructed under this grant to Shelly Serich, Rural Fire Programs Assistant, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 or his/her successor.

3 Time

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

4 Consideration and Payment

4.1 ***Consideration.*** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. ***Compensation.*** The Grantee will be paid in the amount not to exceed **$2825.00**, based on the following computation:

4.1.2. ***Matching Requirements.*** The State shall reimburse Grantee for up to 50% of the reasonable net cost of items purchased or expenditures made, in accordance with the approved project proposal. This reimbursement shall not exceed the total amount of this grant.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

4.1.3 ***Travel Expenses.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed $00.00.

THE TOTAL STATE OBLIGATION FOR ALL COMENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED **$2825.00**.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. ***Payment***

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case by case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over $50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

4.2.1. ***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. 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 upon completion by June 15, 2020.

4.2.2. ***Federal funds.*** Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, CFDA number 10.664. 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.

4.2.3. ***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.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement 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 Tim Oland, Rural Fire Programs Coordinator, DNR Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, 218-322-2688, 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 Authorized Representative is the Fire Chief at (218) 828-2312. 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 Agreement Complete

7.1. ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2. ***Amendments.*** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3. ***Waiver.*** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

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

8 Subcontractors, Contracting and Bidding Requirements

8.1. The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.

8.2. Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction 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.

8.2.1. If the amount of the contract is estimated to be $3,000-25,000 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 Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.

8.2.2. Any services and/or materials that are expected to cost less than $3,000 do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.

9 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.

10 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend $750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is $750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11 Government Data Practices and Intellectual Property

11.1. ***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.

11.2. ***Intellectual Property Rights***

Intellectual Property Rights Not Applicable.

11.2.1. ***Obligations.***

(A) *Notification.* 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 Authorized Representative with complete information and/or disclosure thereon.

(B) *Representation.* 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 9, 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.

12 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.

13 Publicity and Endorsement

13.1. ***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.

13.2. ***Endorsement***. The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

14 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.

15 Termination

15.1. ***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 services satisfactorily performed.

15.2. ***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.

16 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.

17 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

18 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

19 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over $50,000 will be conducted and at least annual monitoring visits on grants of over $250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: *Link to December 2014 version*.

22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23 Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05

Signed: Shelly Serich

Date: 9/16/2019

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 165812/160510

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 BRAINERD FIRE DEPT
State's Authorized Representative - Photo Copy

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7th, 2019

Title of Item: MN Fire Department Turnout Gear Dryer Award Program

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Tim Holmes, Fire Chief	**Department:** Fire
Presenter (Name & Title): Tim Holmes, Fire Chief	**Estimated Time Needed:** 5 minutes

Summary of Issue:

The State Fire Marshal's office has released a Turnout Gear Washer/ Extractor Award program. One of the application requirements of the grant application is a letter from the City indicating the intent and approval to purchase a Turnout Gear Dryer, if funds are awarded through this grant. The project cost proposal is estimated at $ 11,362 with a 35% match required of the fire department. Our current Turnout Gear Dryer is 30 plus years old.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Authorize a letter from the City indicating the intent and approval to purchase a Turnout Gear Dryer, if funds are awarded to the Brainerd Fire Department through the MN Fire Marshal's grant program.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7th,2019

Title of Item: Sale of Ladder #2 in 2020

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Fire Chief Tim Holmes	**Department:** Fire
Presenter (Name & Title): Fire Chief Tim Holmes	**Estimated Time Needed:** 5 minutes

Summary of Issue:

The Crosby Fire Department has expressed interest in purchasing our 2007 aerial apparatus when we sell it in early 2020. They would like to start their budgeting process to plan for the purchase and need a firm price for the apparatus.

Alternatives, Options, Effects on Others/Comments:

I have researched the price of used apparatus and also contacted a few vendors. As you can image, pricing is all over the board. Aerial apparatus of the same age and style are for sale for around $150,000 to $200,000, depending on manufacturer, size, pump, and tank size. Used engines with the same style cab and similar pump and tank size are for sale for around $120,000. An estimated trade value for our aerial apparatus is $80,000 to $85,000.
The city is authorized by state statutes to sell directly to another government agency without going through a bid process.

Recommended Action/Motion:

Authorize Fire Chief Holmes to work with Crosby Fire Department on the direct sale of Ladder #2, 2007 Central States 75' aerial apparatus at a price of $165,000.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☐ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Riverfront Trail Feasibility Study 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 1st Reading **provide copy of published hearing notice*
Submitted by: Community Development Director	**Department:** Community Development
Presenter (Name & Title): David Chanski, CDD	**Estimated Time Needed:** 2 minutes

Summary of Issue:

In July of 2018, SEH submitted a proposal for a Riverfront Trail Feasibility Study. This original proposal had 4 tasks with a total cost of $98,772.00. After reviewing this proposal, it was staff's recommendation to focus on Tasks 1 and 2 at a cost of $78,983.00. The City Council earmarked $40,000 of State MIF funds for feasibility study funding during the 2019 budget process. Staff sought out additional sources of funding to make up the remaining $38,983. Such efforts were unsuccessful. Therefore, staff met with SEH to redefine the scope of the project to fit within in the earmarked $40,000.

Alternatives, Options, Effects on Others/Comments:

The primary purpose of the new scope of work for the Riverfront Trail Feasibility Study is to develop preliminary alignment for the Riverfront Trail as well as a preliminary probable cost for the proposed alignment. The study will focus on the section of riverfront from College Drive to Washington Street with special emphasis on the area between the proposed Mississippi River Trailhead and Washington Street. SEH estimates the time to complete this study as within 6 months of notice to proceed.

The cost of this proposal is not to exceed $40,000.

Recommended Action/Motion:

Approve the Riverfront Trail Feasibility Study proposal by SEH at a cost not to exceed $40,000 to be paid out of State MIF funds.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ 40,000

Is this budgeted? ☑ Yes ☐ No

Please Explain: $40,000 was included in the 2019 budget to fund a riverfront trail feasibility study.

Building a Better World
for All of Us®

October 1, 2019

RE: City of Brainerd, Minnesota
Riverfront Trail Feasibility Study
SEH No. P-BRDMN 147210 10.03

Mr. David Chanski
Community Development Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Mr. Chanski:

Thank you for the opportunity to provide professional services to the City of Brainerd for further planning of the Riverfront Walk/Trail in Brainerd between Rotary Park and Washington Street. We have enjoyed working with the City, HRA, and Riverfront Committee since 2016 on the Mississippi Riverfront Implementation Plan and look forward to taking the next steps with you.

The City has requested a proposal and scope of work to prepare a feasibility report for a portion of the Riverfront Trail initiative. Task 1 focuses on the trail segment between College Drive and Washington Street (TH 210).

PROJECT UNDERSTANDING

The Brainerd City Council established the goal to develop a Riverfront Trail system to showcase the beauty and history of the Mississippi River and its connection with downtown. The City has been planning, analyzing, and taken some implementation steps since the Mississippi Partnership Plan was presented in 2015. This report is a next step toward realizing the vision articulated in that Plan.

The preliminary analysis would be undertaken with the assumption that the ultimate construction plans would need to follow Minnesota Department of Transportation State Aid practices and be acceptable to the City of Brainerd.

SCOPE OF WORK

Task 1 – Riverfront Trail from College Drive and Washington Street

Subtask 1.1 Meetings

We have assumed we will prepare for and conduct up to four (4) meetings with City Staff through the design/report preparation process. Those meetings are anticipated to be:

- Project kick-off meeting.
- Review draft alignment, profile, and typical section drawings with City staff after initial analysis and before Agency meeting.
- Review comments heard at the Agency coordination meeting and discuss any study scope changes needed.
- Deliver and review final report.

We anticipate one (1) round of comments/edits to the preliminary plans/report from the City.

We anticipate an additional up to three (3) meetings with outside agencies/organizations during this stage of the project. Those meeting are anticipated to be:

- Up to one (1) joint design meeting with City, DNR, USACE, SWCD, County to discuss any concerns, design considerations, and permit needs.
- Up to one (1) teleconference meeting with BNSF to discuss any concerns, design considerations, and permit/agreement needs.
- Up to one (1) utility coordination meeting with the private utilities to discuss conflicts with and improvements to their facilities.

Subtask 1.2 – Data Collection

SEH will gather available information from the City of Brainerd within the project area including aerial contours, aerial imagery, parcel mapping, record drawings, and geotechnical data from other area projects. There will be no field survey work performed with this contract. From the data and information provided by the City, an existing basemap and surface model will be created forming the basis for the study.

Subtask 1.3 – Natural Resource Reporting and Permitting Reviews

The initial task for this project is to identify potential wetland areas or public waters boundaries based on a level 2 delineation utilizing contour and aerial imagery only, no field work. The delineation will help identify which agencies likely have jurisdiction.

After preliminary design and identifying the natural resources in the project area, a brief memorandum discussing likely permitting needs and agencies can be provided. This can be used as a guide of which agencies will need information provided to make the construction process more efficient.

Subtask 1.4 – Develop Preliminary Alignments, Profiles, and Typical Sections

In conjunction with the geotechnical investigation and preliminary structural design, a preliminary alignment, profile, and typical sections will be developed and delivered in a roll drawing format for one (1) alignment option.

Subtask 1.5 – Limited Geotechnical Investigation & Evaluation and Preliminary Structural Analysis

We will coordinate a subsurface investigation with subconsultant Braun Intertec to perform up to two (2) soil borings at accessible locations up to 50 feet deep each as deemed necessary and feasible and associated laboratory classification tests. In collaboration with Braun, the boring results will be utilized to analyze general slope stability; qualify potential retaining wall structures, types, and locations; qualify potential for helical/pile supported boardwalk/trail; and qualify soil supported/graded trail segments. Trail typical section options will be developed for use in this report and for cost estimating purposes. The sections would need to be further developed, analyzed, and finalized during future stages of the project.

Subtask 1.6 – Preliminary Opinion of Probable Cost

Prepare a detailed preliminary opinion of probable costs based on the preliminary alignment roll drawing(s).

Subtask 1.7 – Permit Analysis

Perform cursory research and analysis to assist the City determining what permits may be necessary to eventually construct the project. We anticipate the following permits may be necessary:

- Minnesota Department of Transportation (MnDOT) work in the ROW permit (TH 210)
- MnDOT Trail Limited Use permit (TH 210)
- Minnesota Pollution Control Agency (MPCA) NPDES Construction Stormwater Permit
- USACE and Wetland Conservation Act – wetland permitting
- Minnesota Department of Natural Resources (DNR) work in waterways.
- FEMA

- Crow Wing County Zoning/Shoreland (bluff area)
- City of Brainerd Zoning (shoreland)
- BNSF trail license
- BNSF construction and maintenance agreement

Subtask 1.8 – Funding Analysis and Applications

Prepare a funding analysis matrix of sources, types, timelines, dollar amounts available from each, and next steps. In collaboration with City staff, assist submitting funding applications as directed by the City.

Subtask 1.9 – Report

The Task 1 content will be summarized in a feasibility study deliverable in electronic PDF format.

SCHEDULE

Our team is ready to begin work upon authorization of the contract. The first step would be a kick-off meeting with City staff to reaffirm the study elements, discuss project goals, identify a chain of command on feasibility concept decisions, and discuss the project schedule. We anticipate completing the work within 6 months of notice to proceed. Note, the schedule could change beyond the control of SEH.

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment for a not to exceed fee of **$40,000.00**.

PROJECT TEAM

The project team proposed for this project by SEH will be led by Scott Hedlund and includes the following:

- **Scott Hedlund, PE, PMP - Senior Project Manager** (612.865.3509, shedlund@sehinc.com) with 23 years of experience in civil engineering will serve as project manager and the main point of contact for the City during the project. Scott has served project manager and project engineer roles with extensive experience in transportation and civil engineering including trail and bridge projects in central Minnesota. Scott has designed, inspected and managed all aspects of several public street, trail, utility and traffic signal projects. His experience includes state and federal project development reports, preliminary and final design, and construction administration. Scott does regular project work for the cities of Baxter and Brainerd, Minnesota.
- **Jeff Ledin, PE – Senior Professional Engineer** with 24 years of experience in civil engineering, south Brainerd native, Ledin will serve on this project team as a senior engineer providing insights and designs to ensure that critical success factors of the project are delivered to the community. Jeff has extensive experience in leading and partnering with team members on large complex multi-discipline projects. Projects involving water and water resources, structural elements, complex environmental permitting, agency coordination, geotechnical elements, coordinating with railroads and road authorities are all part of Jeff's experience base.
- **Jeff Johnson, PE – Senior Structural Engineer** with 30+ years of experience focused on the design, renovation, and construction of a variety of bridge and hydraulic structures. Jeff's experience includes designs of more than 800 state, county, and local bridges. These bridge designs have used steel beams, pre-stressed girders, continuous structural concrete slabs and timber structures. Jeff's experience in the design of special structures includes dams, retaining walls, box culverts, underground vaults, floodwalls and gates. He also provides field inspection services that include construction observation of bridge and dam projects and inspection and ratings of existing bridges and dams.

- **Mike Kotila, PE – Senior Traffic Engineer** with 35 years of experience in traffic and transportation engineering experience project management, public involvement, planning, design, construction, and traffic operations. His project experience includes trail planning interchange studies and intersection control evaluation (ICE) studies, roundabouts, traffic modeling, and geometric design.
- **Joel Asp, CWD - Lead Wetland Biologist** Joel is a Certified Wetland Delineator with 14 years of experience completing wetland delineations, permitting, and associated restoration and mitigation plans. Joel specializes in transportation, trail, and infrastructure improvement projects. Through past projects in Mora, Princeton, Becker, Baxter, and Wahkon, Joel has developed a partnership with the regulatory agencies to provide efficient and predictable delivery of wetland permits and related environment reviews.
- **Brad Woznak, PE, PH, CFM – Hydraulic Engineer** with 21 years of experience in hydraulic and hydrologic analysis, watershed modeling, floodplain analyses and preparation of detailed plans and specifications will lead the preliminary drainage analysis elements of the project specifically for portions of the trail alignment in the flood plain or flood way. Project experience includes hydrologic and hydraulic modeling studies, design of spillways, outlet works, stilling basins, drop structures, channels and channel structures, interior drainage works, pumping plants and erosion protection.
- **Mike Larson – Funding Specialist** with over 30 years of experience in community, economic and business development. Mike coordinates affordable financing packages, including grants, low-interest loans and other financial incentive programs for clients' projects. He is experienced with securing financing from federal, state and regional funding sources as well as providing economic development services.
- **Braun Intertec –** Braun has done most of the City's geotechnical investigation and evaluation report work for recent street and trail projects. As a subconsultant to SEH on this project, Braun will perform the limited geotechnical field investigation and evaluation by means of traditional soil borings from the top of the bluff in a few truck accessible areas. Braun will also support SEH in the development of preliminary typical sections for the feasibility report.

Thank you again for the opportunity to propose on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Scott D. Hedlund

Scott D. Hedlund, PE, PMP
Senior Project Manager

sh/mrb
Attachment – Detailed Work Plan
c: Paul Sandy, City of Brainerd
Jeff Ledin, SEH
\\sehsc.cst.sehinc.com\projects\ae\b\brdmn\147210\1-genl\10-setup-cont\03-proposal\2019 october\v1_seh proposal-riverfront trail feasibility report - october 2019.docx

BRAINERD RIVERFRONT TRAIL IMPROVEMENTS

ATTACHMENT 1

Professional Services - Feasibility Study
Work Plan Summary and Fee Estimate
City of Brainerd, Minnesota
October 2019

WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist/ RLS	Staff Engineer	Sr. Water Resources Eng./ Scientist	Lead Technician/ Specialist	Sr. Technician / Surveyor Crew Chief/ Spec.	Technician / Survey Assistant	Admin. Tech / Assoc. Tech	SEH TOTAL HOURS	TASK SUBTOTAL COST
1.0 College Drive to Washington Street Trail Segment	40	16	6	18	8	96	12	4	4	**204**	**$26,684**
Total Project Hours	**40**	**16**	**6**	**18**	**8**	**96**	**12**	**4**	**4**	**204**	**$26,684.00**
Average Rates	$173.00	$200.00	$126.00	$100.00	$133.00	$115.00	$107.00	$85.00	$70.00		

Total Labor Cost	$26,684.00
Reimbursables	$444.00
Total SEH Fee	**$27,128.00**

Subconsultants	
Braun Intertec (Limited Geotechnical Eval.)	$12,872.00
Subconsultant Subtotal	**$12,872.00**

Total Project Cost	**$40,000.00**

BRAINERD RIVERFRONT TRAIL IMPROVEMENTS
Professional Services - Feasibility Study
Work Plan

Client: CITY OF BRAINERD, MINNESOTA **October 2019**

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/ Spec.	Tech / Survey Assist.	Admin. Tech./ Assoc. Tech	TOTAL
1.0	**College Drive to Washington Street Trail Segment**										
1.1	Meetings (up to 7 each in Brainerd)	15	2							2	19
1.2	Data Collection	2					4	4	4		14
1.3	Level 2 Wetland Delineation						8				8
1.4	Develop Preliminary Alignments, Profiles, and Typical Sections (for up to 1 each alignment) Roll Drawings	5		4		4	76				89
1.5	Limited Geotechnical Investigation and Evaluation & Preliminary Structural Analysis	2	8				8				18
1.6	Develop Preliminary Opinion of Probable Cost	2	2	2	6			8			20
1.7	Permit Analysis	2	2			4					8
1.8	Funding Analysis		0								0
1.9	Report	12	2		12					2	28
	Task 1.0 Subtotal Hours:	***40***	***16***	***6***	***18***	***8***	***96***	***12***	***4***	***4***	***204***
	Deliverables - Feasibility Study										
	TOTAL PROJECT HOURS	***40***	***16***	***6***	***18***	***8***	***96***	***12***	***4***	***4***	***204***
5.0	**Additional/Optional/Future Services**										
	Preliminary Design	To be determined									
	Topographic Field Survey	To be determined									
	Wetland Delineation & Report	To be determined									
	Final Design	To be determined									
	Prepare Project Memorandum	To be determined									
	Prepare Phase 1 Environmental Site Assessments (ESA)	To be determined									
	Prepare Phase 2 Environmental Site Assessments (ESA)	To be determined									
	Boundary Survey	To be determined									
	Right of Way Acquisition	To be determined									
	Permit Applications	To be determined									
	Additional Meetings	Hourly plus Reimbursable Expenses									

2019 RIVERFRONT TRAIL IMPROVEMENTS
PROFESSIONAL SERVICES - FEASIBILITY REPORT
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Brainerd, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	10	10	100	
SEH RPR Staff	0	30	0	
SEH St Cloud Based Staff	1	130	130	
SEH Twin Cities Based Staff	1	300	300	
Subtotals:			530	
ESTIMATED MILEAGE COSTS:	$0.580	per mile	$307	
	Number	Cost	Total Cost	
Hotel		$0.000	$0	
Meals	0	$10.000	$0	
Total			$0	
ESTIMATED TRAVEL COSTS:				**$307**
Miscellaneous Printing & Postage				**$137**
EQUIPMENT EXPENSES	Number of Hrs/Days	Cost/Hr/Day	Total Cost	
RPR Vehicle	0	$17	$0	**$0**
Survey Equipment	0	$30	$0	**$0**
Survey Truck	0	$4.5	$0	**$0**
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				**$444**

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB082850

Brainerd Riverfront Trail

Client:	Work Site Address:	Service Description:
Short Elliott Hendrickson, Inc Scott Hedlund 416 South 6th Street, Suite 200 Brainerd, MN 56401	East River Road Brainerd, MN 56401	Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Geotechnical Evaluation**				
Activity 1.1	**Site Layout - Staking - Utility Clearance - CADD**				**$575.00**
205	**Site layout and utility clearance**	3.00	Hour	104.00	$312.00
5099	**Trimble R8 Rover (horizontal and vertical), per hour**	3.00	Each	50.00	$150.00
371	**CADD/Graphics Operator**	1.00	Hour	113.00	$113.00
Activity 1.2	**Drilling Services**				**$2,675.00**
9000	**Truck Mounted Drilling Services, per hour**	9.00	Each	275.00	$2,475.00
9726	**Bore hole abandonment, per foot**	100.00	Each	2.00	$200.00
Activity 1.3	**Geotechnical Soil Tests**				**$1,100.00**
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	1.00	Each	100.00	$100.00
1166	**200 wash (ASTM C 117), per sample**	10.00	Each	70.00	$700.00
1152	**Moisture content (ASTM D 2216), per sample**	20.00	Each	15.00	$300.00
Activity 1.4	**Evaluation/Analysis/Reports**				**$7,352.00**
138	**Project Assistant**	3.00	Hour	80.00	$240.00
128	**Senior Engineer**	40.00	Hour	160.00	$6,400.00

Work Activity Detail	*Qty*	*Units*	*Hrs/Unit*	*Extension*
Logging Soil Samples	*3.00*	*Hours*	*1.00*	*3.00*
Meetings	*6.00*	*Hours*	*1.00*	*6.00*
Correspondence	*2.00*	*Hours*	*1.00*	*2.00*
Slope Satability - 2 sections	*12.00*	*Hours*	*1.00*	*12.00*
Retaining Walls	*4.00*	*Hours*	*1.00*	*4.00*
Report Preparation	*10.00*	*Hours*	*1.00*	*10.00*
Report Review	*3.00*	*Hours*	*1.00*	*3.00*

371	**CADD/Graphics Operator**	4.00	Hour	113.00	$452.00
125	**Project Manager**	2.00	Hour	130.00	$260.00
				Phase 1 Total:	**$11,702.00**

Proposal Total:	**$11,702.00**

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Ratify the Hiring of James Kramvik as Zoning Specialist - Permit Technician

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: David Chanski & Kris Schubert	**Department:** Community Development/HR
Presenter (Name & Title): HR Director Kris Schubert	**Estimated Time Needed:** 2 minutes

Summary of Issue:

A recent retirement in our Community Development Department allowed Staff an opportunity to review organizational needs. On August 5, 2019, the Council approved the creation of our new Zoning Specialist - Permit Technician position. We had 17 applications with 6 candidates invited to an interview. Staff is recommending the hiring of James Kramvik for the Zoning Specialist - Permit Technician position starting at Step 1 of the Zoning Specialist - Permit Technician wage grid effective October 15, 2019.

Alternatives, Options, Effects on Others/Comments:

Mr. Kramvik has already successfully completed all components of his conditional job offer except for Council's approval. Based on Council action from June 5, 2017 and realizing the operational needs to have this individual start as soon as possible, Staff authorized Mr. Kramvik's hiring and is now requesting Council ratification of said hiring.

Recommended Action/Motion:

Motion to ratify the hiring James Kramvik as Zoning Specialist - Permit Technician effective October 15, 2019; further, that Mr. Kramvik be placed on Step 1 of the Zoning Specialist - Permit Technician wage grid ($23.27 per hour).

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain: This new position replaces a 2019 budgeted position.

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Ratify the Hiring of Seth Greenwaldt as Street Maintenance I

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Paul Sandy & Kris Schubert	**Department:** Engineering/HR
Presenter (Name & Title): HR Director Kris Schubert	**Estimated Time Needed:** 5 minutes

Summary of Issue:

In the past few months, there have been a few retirements and promotions in our Street and Sewer Department. With Darin Caughey's recent promotion, we have a vacancy in our Street Maintenance I position. Since we advertised for the Street Maintenance I position earlier this year, Council allowed Staff to utilize its discretion to utilize our hiring list from this summer or to restart the hiring process. We were able to utilize this summer's list. We offered the vacant position to Seth Greenwaldt starting at Step 2 of the Street Maintenance I wage grid effective October 7, 2019.

Alternatives, Options, Effects on Others/Comments:

Mr. Greenwaldt has already successfully completed all components of his conditional job offer except for Council's approval. Based on Council action from June 5, 2017 and realizing the operational needs to have this individual start as soon as possible (ready or not, snow will be here soon), Staff authorized Mr. Greenwaldt's hiring and is now requesting Council ratification of said hiring.

Staff would also appreciate clarification if this type of action should be a consent calendar or Personnel & Finance Committee agenda item in the future.

Recommended Action/Motion:

1. Motion to ratify the hiring Seth Greenwaldt as Street Maintenance I effective October 7, 2019; further, that Mr. Greenwaldt be placed on Step 2 of the Street Maintenance I wage grid ($21.31 per hour).

Please provide guidance regarding future council action. Options include: 1. Routine conditional job offers and/or official hirings, including ratification of said offer or hiring, that also comply with the hiring wage grid guidance approved on 9/3/19 should be a consent calendar item; 2. Staff should use its judgment for agenda area placement; or 3. All items appear on Personnel and Finance Committee agendas for formal consideration and action.

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 This is a budgeted position in 2019.

Please Explain:

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Thoreen Interim City Administrator Agreement

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: HR Director Kris Schubert	**Department:** Adm/HR
Presenter (Name & Title): HR Director Kris Schubert	**Estimated Time Needed:** 2 Minutes

Summary of Issue:

On September 3, 2019, the City Council approved hiring Jim Thoreen as our Interim City Administrator. The attached Agreement was reviewed and approved by both Mr. Thoreen and our City Attorney's office based on the terms as described on September 3rd.

Alternatives, Options, Effects on Others/Comments:

When Mr. Thoreen accepted the terms of employment, he had made arrangements for a "home away from home" in Brainerd. That plan fell apart and he had to seek other options. Mr. Thoreen is realizing that his local rent will be a bit higher than expected and planned for; therefore, Mr. Thoreen has requested to increase his originally requested $100 per week living expense reimbursement to $200 per week. It should be noted that Mr. Thoreen is receiving the same hourly wage as Ms. Torstenson and the living expense reimbursement is his only city-paid benefit while serving as our Interim City Administrator which results in a cost savings to the City.

Recommended Action/Motion:

Motion to approve the attached agreement and to clarify if the living expense reimbursement should be $100 or $200 per week.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ depends

Is this budgeted? ☑ Yes ☐ No

Please Explain: This position is filling in for the City Administrator position that was included in the 2019 budget.

INTERIM CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as October 7, 2019, by and between the **CITY OF BRAINERD, MINNESOTA**, a municipal corporation and Charter City ("City") and **JAMES M. THOREEN** ("Employee").

RECITALS

A. On September 3, 2019, City Administrator Cassandra Torstenson tendered her resignation from the City Administrator position, effective at the close of business on October 3, 2019.

B. The City anticipates that it will take additional time beyond October 3, 2019, to secure the services of a new full-time City Administrator.

C. Employee agrees to serve as City Administrator for the City on a part-time, interim basis until a new City Administrator begins work, on the terms and subject to the benefits, inducements, and conditions agreed to by the Parties, which have been negotiated and agreed to by the Parties for their mutual benefit.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the City and Employee agree as follows:

SECTION 1 - RECITALS

The Parties accept and acknowledge the recitals as part of this Agreement.

SECTION 2 - DUTIES

A. The City will employ Employee as Interim City Administrator of the City effective September 24, 2019, to perform the functions, duties and powers of the position as established under the Charter and Minnesota law and under the ordinances of the City, and to perform such other duties and responsibilities as shall from time to time be duly assigned by the City Council. Employee will faithfully and diligently perform all of the duties, responsibilities and powers so vested, delegated, or assigned, and shall obey all laws of the United States and of the State of Minnesota and all ordinances of the City. Except as provided herein, Employee will devote his work time to his duties and responsibilities to the City and will hold no other employment. Employee will not perform any services for any other entity or for any person, except a member of his family, and will not accept any remuneration therefor, without the prior approval of the City Council. Employee will not engage in any activities or conduct that is foreseeably likely to bring dishonor or disrepute to his position or to the City.

B. Employee will provide 24 hours of service per workweek during the City Administrator Office's regular business hours. In addition to the normal work hours, Employee shall attend City Council and other evening meetings and occasional weekend and/or emergency meetings, as required by the City.

SECTION 3 - TERM OF AGREEMENT

A. Employee will serve as the Interim City Administrator until the earlier of: (1) the start of work of a City Administrator approved by the City Council; or (2) the close of business on January 31, 2020, at which time this Agreement will automatically expire unless the parties agree, in writing, to extend this Agreement. The parties agree that this Agreement cannot be extended, modified, or renewed by conduct or by any means other than a written agreement signed by both parties.

B. Employee's tenure, service, and authority as Interim City Administrator of the City shall be subject to termination at will by the City Council at any time by a two-thirds majority vote as specified in the Charter.

C. Upon expiration or termination of this Agreement, neither Party will have any further claim against the other and the City's employment of Employee will automatically end, unless the Parties enter into a subsequent employment contract.

SECTION 4 – SALARY AND PENSION

A. During the term of this Agreement, the City will pay the Employee $57.55 per hour for said services. In the event that this Agreement is terminated or expires during a pay period, the final salary payment to the Employee pursuant to this Agreement shall be prorated to reflect the number of hours during that period in which this Agreement was in effect.

B. Employee may choose to receive part of his salary in deferred compensation in accordance with applicable state and federal laws and applicable City policy.

C. Employee shall not be eligible for additional pay or benefits under the City's longevity program or other applicable City policies.

SECTION 5 – BENEFITS

A. The Interim City Administrator position is not eligible for overtime pay, vacation or sick leave accruals, holiday or floating holiday pay, and/or health, life and long-term disability insurance coverage or premium payments including Opt-Out Payments.

B. The City shall reimburse Employee $100 per week for living expenses during the term of this Agreement.

C. Employee shall not be entitled to any benefits contained in the City Personnel Policies, any previous contract, or any policy or practice generally applicable to other City employees that are not expressly identified herein.

SECTION 6 - OTHER TERMS OF EMPLOYMENT

A. Except as otherwise specifically provided in this Agreement, all provisions of the City ordinances and the City Personnel Policy generally applicable to supervisory/confidential City employees shall apply to Employee.

B. To the extent permitted by law, the City shall defend, indemnify, and hold harmless Employee against any and all civil claims, demands, suits, actions or proceedings of any kind or nature arising out of the performance by Employee of his duties and responsibilities as City Administrator, except those arising out of malfeasance, willful neglect of duty, or bad faith. This indemnification shall not apply to any criminal proceedings.

C. The City will reimburse Employee for miscellaneous job-related expenses that Employee incurs from time to time in accordance with the City's practice and policy for expense reimbursement for supervisory/confidential employees.

D. It is understood that the position of City Administrator requires attendance at evening meetings, meetings on Thursdays and Fridays, and occasionally at weekend meetings. It is further understood that the City Administrator may need to be available to other City employees outside of the Employee's regularly scheduled 24 hours of service per week. Employee understands that additional compensation or compensatory time shall not be allowed for such additional expenditures of time. Employee may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings or duties required to be performed in excess of 24 hours in a workweek.

E. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the City to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement, the Charter and statutory requirements. Furthermore, nothing in this Agreement prevents, limits or otherwise interferes with the right of Employee to resign at any time from his position with the City, subject only to the provisions of this Agreement.

SECTION 7 - GENERAL PROVISIONS

A. Whenever in this Agreement reference is made to any action of the City Council, such reference shall mean collective action in an official meeting, except insofar as such action is taken by ordinance or other form requiring the independent action of the Mayor, and unless the context clearly requires another meaning.

B. The City will make reasonable appropriations and will budget reasonable amounts, in accordance with law and with the City ordinances, for all benefits, payments and reimbursements to which Employee is entitled under this Agreement.

C. This Agreement shall constitute the entire agreement of Employee and the City, and shall supersede any prior agreements, understandings, or undertakings between them.

D. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Minnesota and the Charter and Ordinances of the City.

E. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of Employee's estate.

F. If any section, provision, condition or term of this Agreement, or application thereof to any circumstance, shall be held to be invalid or unenforceable for any reason by any court of competent jurisdiction, the remaining portions or applications hereof as can be given effect without the invalid or unenforceable provision or application shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the City and Employee have approved and executed this Agreement in two (2) counterparts, this ____ day of October, 2019.

EMPLOYEE	**CITY OF BRAINERD**
_____	By:_____
JAMES M. THOREEN	**EDWIN L. MENK, MAYOR**

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: 2020 Health Insurance Renewal Rates and Plan Options

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: HR Director Kris Schubert	**Department:** Administration/HR
Presenter (Name & Title): HR Director Kris Schubert	**Estimated Time Needed:** 5 minutes

Summary of Issue:

See attachment.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Motion to approve the 2020 Sourcewell health insurance plans and rates as recommended by the Employee Insurance Committee utilizing our current $1,000 deductible plan and the new Smart Plan Alternate #3 to replace our current High Deductible Health Plan.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ unknown

Is this budgeted? ☐ Yes ☐ No

Please Explain: A 12% health insurance premium increase was included in the 2020 budget.

MEMO

www.ci.brainerd.mn.us

TO: Mayor and Council

FROM: HR Director Kris Schubert KS

DATE: October 3, 2019

RE: 2020 Health Insurance

On August 23, 2019, City and BPU representatives attended the Sourcewell (formerly NJPA) annual meeting where we received our 2020 health insurance renewal rates with an average 12.05% increase for our current health plans. Sourcewell representatives attended our September 10, 2019 Employee Insurance Committee meeting where they presented our renewal information as well as discussed trends and utilization which is used to calculate the renewal as well as their new Smart Plan Options for 2020.

Sourcewell noted during their renewal meetings that they current administer 56 different health plans between their pool members which affects the ability for insurance companies to quote and match current benefits. Sourcewell feels that by pooling resources and providing consistency in benefits, we can all be better together and achieve stability and affordability when it comes to health insurance benefits.

Attached are the following documents for your information:

1. Sourcewell rate sheet detailing the 2020 monthly cost for our current insurance plans.
2. A comparison of the 2019 vs. 2020 rates that includes the 2019 employee and employer contribution amounts based on our current union contracts and plans.
3. Information about the new Smart Plan options being offered by Sourcewell for 2020.

Sourcewell representatives highly recommended that the City of Brainerd switch from its current High Deductible Health Plan (HDHP) to Smart Alternative #3 (also called the Family Premium Plan) which is a $2,800 HDHP option and very similar to our current plan. The rationale for the recommended switch is the new Smart Plan is actually a little less than our current insurance plan and offers free coverage for preventative prescriptions and a travel benefit if the individual utilizes a HealthPartners Top Value Provider for identified surgeries to help lower overall plan costs. The Top Value providers are reviewed annually by HealthPartners for quality of care and cost for the identified services.

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

Sourcewell representatives conducted a webinar last week with a question and answer session about the new Smart Plan options. Committee members wanted to wait to make a recommendation until they had an opportunity to view the webinar and to digest the plethora of information. The Employee Insurance Committee met again on September 30th. As a result of that meeting, the Committee concurs and also recommends that the City of Brainerd make this switch realizing that it will actually save the city and employees money. The 2020 monthly cost difference between our current HDHP and the Smart Plan #3 is as follows:

2020 HDHP Monthly Rate Comparison			
	Current Plan	Proposed Smart Plan	Premium Difference
Single	$ 1,254.78	$ 1,252.75	$ (2.03)
Family	$ 2,033.46	$ 2,033.47	$ 0.01

According to Sourcewell, approximately 50% of the members of our entire Sourcewell health insurance pool are affected by the preventative RX drugs benefit and this benefit reduces the member's current cost for the prescription. As an example, an individual currently needs to pay the full cost of their maintenance drug subject to the deductible (up to $2,700 per person annually). With this new Smart Plan option, the employee will pay anywhere from $0 - $50 per month depending on the drug and if it is on the formulary list. This is a huge cost savings for many i.e. those that take prescriptions for Diabetes, to reduce the risk of strokes, etc.

We were also informed that we need to increase the deductible for our current High Deductible Health Plan from $2,700 single/$5,400 family to $2,800 single/$5,600 family. This change is required by IRS regulations for an embedded health plan in order to qualify for Health Savings Account contributions. Since this health insurance plan is our base plan included in union contracts, Staff will need to negotiate a Memorandum of Understanding (MOU) with the unions for the required change. We will try to include an inflationary factor in the language so MOUs are not needed for IRS required changes in the future. Since most union representatives affected by this change attending the Employee Insurance Committee meeting, I do not foresee any issue obtaining the MOUs.

Feel free to contact me if you have any questions relative to this information.

/ks

C: Employee Insurance Committee Members

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Company Name: Brainerd, City of **Rate change effective 1/1/20:** 12.05%
Renewal Effective Date: 1/1/2020
Contract Basis: 12/15 (claims incurred 1/1/20 through 12/31/20 and paid through 3/31/21)
$225,000 Specific Deductible per Member, Unlimited Lifetime Maximum

Plans	Contracts	Stop Loss	Admin Fees	Broker Fees	Pool Fee/(Subsidy)	Total Fixed Rate	Total Monthly Fixed Rate
⊟Brainerd, City of							
$2,700 indexed to $2800 HSA Plan-Single	42	$53.57	$18.73	$5.00	$0	$77.30	$3,246.60
$2,700 indexed to $2800 HSA Plan-Family	59	$140.92	$47.40	$5.00	$0	$193.32	$11,405.59
$1,000 Deductible Plan-Single	6	$53.57	$18.73	$5.00	$0	$77.30	$463.80
$1,000 Deductible Plan-Family	1	$140.92	$47.40	$5.00	$0	$193.32	$193.32
Grand Total	**108**						**$15,309.30**

2020 Premium

*

Plans	Contracts	Total Fixed Rate	Expected Claims Rate	Total Billed Rate	Total Montly Projected Costs
$2,700 indexed to $2800 HSA Plan-Single	42	$77.30	$1,177.48	**$1,254.78**	$ 52,700.70
$2,700 indexed to $2800 HSA Plan-Family	59	$193.32	$1,840.15	**$2,033.46**	$ 119,974.21
$1,000 Deductible Plan-Single	6	$77.30	$1,304.29	**$1,381.59**	$ 8,289.51
$1,000 Deductible Plan-Family	1	$193.32	$2,039.10	**$2,232.42**	$ 2,232.42
Grand Total	**108**				**$ 183,196.84**

*

Excess Risk Insurance Coverage is provided by HealthPartners Insurance Company. Third Party Administrative Services provided by HealthPartners Administrators, Inc. Quote is contingent upon review and approval of the Employer Questionnaire, Underwriting Requirements and Provisions and Sourcewell Board Approval.
Quote will expire on: 1/1/2020

2020 Sourcewell (fomerly NJPA) Health Insurance Plan Renewal Information
Plans as of September 1, 2019

CURRENT 2019 PREMIUM

	$2,700/$5,400 HDHP		$1000 Deductible		Other		
	Single	Family	Single	Family	Opt Out**	IUOE	Teamsters
Total Mthly Prem	**1,116.87**	**1,815.63**	**1,241.98**	**2,011.86**	315.00	**1,240.00**	1,390.65
'ER Share	1,061.03	1,452.50	1,179.88	1,609.49	315.00	1,240.00	1,390.65
'EE Share	55.84	363.13	62.10	402.37	-	-	-

2020 PROPOSAL (Employee/Employer share based on negotiated split per 2019 union contracts)

	$2,800/$5,600 HDHP		$1000 Deductible			Other - 2020 Rates Unknown	
	Single	Family	Single	Family	Opt Out**	IUOE	Teamsters
Total Mthly Prem	**1,254.78**	**2,033.46**	**1,381.59**	**2,232.42**	**315.00**	**1,240.00**	**1,390.65**
2020 Mo. Incr	137.91	217.83	139.61	220.56			
2020 Annual Incr	1,654.92	2,613.96	1,675.32	2,646.72			
% Increase	12.35%	12.00%	11.24%	10.96%			
'ER Share	1,192.04	1,626.77	1,312.51	1,785.94		1,240.00	1,390.65
Add'l HSA Contr.	142.50	178.13	-	-			
Total ER Share	**1,334.54**	**1,804.90**	**1,312.51**	**1,785.94**	**315.00**	**1,240.00**	**1,390.65**
2020 Mo. Incr	131.01	174.27	132.63	176.45		-	-
2020 Annual Incr	1,572.16	2,091.24	1,591.56	2,117.40		-	-
'EE Share	**62.74**	**406.69**	**69.08**	**446.48**	-	-	-
2020 Mo. Incr	6.90	43.57	6.98	44.11			
2020 Annual Incr	82.75	522.79	83.76	529.32			

Note: 2020 HealthPartners Average Increase: 12.05%

2019 Employee Election Statistics:

	$2,700/$5,400 HDHP		$1000 Deductible				
	Single	Family	Single	Family	Opt Out	Other	TOTAL
City w/Airport EE's	18.00	22.00	-	-	10.00	21.00	71.00
BPU	15.00	24.00	4.00	-	5.00	-	48.00
HRA	4.00	10.00	-	-	2.00	-	16.00
COBRA, M&C, BPU Com	2.00	6.00	2.00	-	8.00	-	18.00
TOTALS	**39.00**	**62.00**	**6.00**	**-**	**25.00**	**21.00**	**153.00**
TOTAL %	**66%**		**4%**		**16%**	**14%**	

	HDHP	$1000 Ded	Opt Out	Other
City	56.3%	0.0%	14.1%	29.6%
BPU	81.3%	8.3%	10.4%	0.0%
HRA	87.5%	0.0%	12.5%	0.0%

Smart Plans

Peanut butter and jelly.
Macaroni and cheese.
Salt and pepper.

They're things that just go better together.

Sourcewell introduces Smart Plans – a way to save time and money while still receiving the best in health care coverage.

By pooling resources and providing a consistency of benefits, we can all be better together and achieve stability and affordability when it comes to health insurance benefits.

Smart Plans are

Simple:

Pick and choose from seven different plans

- Four deductible levels available
- Coinsurance ranges from 80 to 100 percent after deductible
- All plans are HSA-qualified and include free coverage for preventive prescriptions

Smart Plans are

Valuable:

Important first dollar coverage on all plans, including:

- Three complimentary mental health visits via EAP
- On-site biometric screenings and routine physicals
- Minimal out-of-pocket expense

Smart Plans are

Rewarding:

Members can save up to $2,000 by choosing Top Value providers:

- Top Value benefits are available for certain procedures when members are able to elect when and where to recieve the eligible service
- Top Value providers are proven to be high quality and low cost
- Generous travel benefits are available to afford traveling to Top Value providers

* does not include emergencies

Get smart with our Smart Plans

Sourcewell
Formerly NJPA

With the Smart Plans program, choose up to four plans from our seven options.
Plans are designed to be simple, valuable, affordable, and rewarding.

About our 2020 Smart Plans

	Solo Premier	Solo Value	Family Premier	Family Value	Savers Premier	Savers Value	Premium Saver
	100% after Min Ded per Single	Top Value Min Ded per Single	100% after Min Ded per Family	Top Value Min Ded per Family	100% after Max Contrib per Single	Top Value Max Contrib per Single	Min Value Max Ded per Single
Actuarial Value[3]	86%	79%	77%	73%	74%	68%	63%
Deductible per Single[2]	$1,400	$1,400	$2,800	$2,800	$3,550	$3,550	$6,900
Deductible per Family Person	$2,800	$2,800	$2,800	$2,800	$3,550	$3,550	$6,900
Deductible per Family Total	$2,800	$2,800	$5,600	$5,600	$7,100	$7,100	$13,800
% Paid by Plan After Ded[1]	100%	80%	100%	80%	100%	80%	100%
Out-of-Pkt Max per Single	$1,400	$3,400	$2,800	$4,800	$3,550	$5,550	$6,900
OOP Max per Family Person	$2,800	$6,800	$2,800	$4,800	$3,550	$5,550	$6,900
OOP Max per Family Total	$2,800	$6,800	$5,600	$9,600	$7,100	$11,100	$13,800

*All plans automatically index annually, please see page 4 for projections.

[1]After deductibles on all Smart Plans, the Plan pays 100 percent of the cost of qualifying care received at Top Value providers, as well as provides up to $1,500 of travel benefit when used to see Top Value providers.

[2]Deductible need not be met first to receive benefits for preventive prescriptions on all Smart Plans; instead, copays of either $0 for generic or $50 for brand name drugs on the approved list will apply.

[3]Actuarial values approximate the percentage of claims that are expected to be paid by the plan for a given population, based on applying the scheduled benefits against the claims experience of a large national population. Actuarial values are calculated using the 2019 ACA AV calculator. Actuarial values will increase significantly with even modest amounts of employer contributions to HSAs, HRAs, or VEBAs. See Sourcewell's "AVs at Various Contribution Levels" for further information.

Simple

Seven plans: Choose any one or more, up to four plans

- Four deductible levels available
- Four plans have 100 percent coinsurance after deductible for all care
- Three plans have 80 percent coinsurance, and 100 percent coinsurance at Top Value providers
- All plans are HSA-qualified and include free coverage for preventive prescriptions

Valuable

Important first dollar coverage on all plans, including:

- Preventive prescriptions '
- Three mental health visits via EAP
- Onsite biometric screenings and routine physicals
- Flu shots

Out-of-pocket max kept as low as possible

- Equal to deductible on three plans
- For three other plans, coinsurance of up to $2,000/person can be minimized by seeking care at Top Value providers
- At the statutory max on only one plan

Actuarial values of plans, with or without account contributions, to match most any other plan

Pricing available upon request

*Not advisable to offer employees plans 1 or 2 with plans 3 or 4

Evolved

- Elimination of uncommon plan design features, including fourth-quarter deductible carryforward, special accident provisions, and plan year (rather than calendar year) deductible administration
- Inclusion of commonly excluded items such as bariatric surgery, infertility diagnosis, and acupuncture treatments
- Free access to mental health assistance via EAP
- Low cost virtual health visits via Virtuwell and Doctors on Demand

Transparent

- All plans are designed so members have reason to care about cost at all levels
- Plan features that hide or distort medical costs (such as copays) have been reduced
- Member education tools to help with cost estimation as well low-cost care options

Inflation-adjusted

- Deductibles and out-of-pocket maximums adjust annually on group renewal date
- IRS HSA index is benchmark, released in June each year
- Allows actuarial values of plans to stay constant, and thus provides benefits stability
- Enables bargaining units better ability to focus on rates and contributions

HSA-eligible

- All plans are HSA-eligible
- Groups do not have to offer HSAs
- All plans work with VEBAs, HRAs, and FSAs

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Preventive

- Preventive services include Omada pre-diabetic program and on-site bio-metric testing
- All plans have the added benefit of free access to preventive generic prescriptions

Rewarding

- Members can save up to $2,000 by choosing Top Value providers
- Top Value care is available for certain high-cost procedures where member elects when and where to receive the service (i.e., not emergencies)
- Top Value providers are proven to be high quality and low cost
- Generous travel benefits are available to afford travelling to Top Value providers

Affordable

- Simplified administration means ability to negotiate attractive administrative fees
- Improved utilization of Top Value providers will help lower overall plan costs
- Pricing available upon request

Easy-to-Change-To

- Current plans (if not Smart Plans) can be maintained up to two years without extra charges
- Tools available to help compare current plans to Smart Plans

Top care, top value

Sourcewell
Formerly NJPA

You don't have to sacrifice quality when utilizing a Top Value provider. After deductibles on all Smart Plans, we pay 100 percent of the cost of qualifying care received at Top Value providers, as well as up to $1,500 in travel benefits when used to see Top Value providers.

Key Smart Plan Benefit Reference Tools

Description	Reference/Details
List of Preventive Prescriptions	https://www.healthpartners.com/ucm/groups/public/@hp/@public/documents/documents/cntrb_029693.pdf
Top Value Providers for:	
Back Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/back.html
Cardiac Ablation	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/cardiac-ablation.html
Cardiac Catheterization / Angioplasty	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/cardiac-cath.html
Cataract Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/cataract.html
Carpal Tunnel Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/carpal.html
Ear Tubes	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/ear-tube.html
Gallbladder Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/gallbladder.html
Hip Replacement	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/hip.html
Inguinal Hernia Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/hernia.html
Knee Replacement	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/knee.html
Knee Surgery (Arthroscopic)	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/knee-scope.html
Rotator Cuff Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/rotator-cuff.html
Shoulder Surgery (Arthroscopic)	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/shoulder-scope.html
Tonsil/Adenoid Surgery	https://www.healthpartners.com/public/find-care/rd/oaselectpractitioner/hvn/tonsil-adenoid.html
Top Value Travel Benefit	
Purpose	Designed to make affordable the use of a Top Value provider when not available close to home
Total benefit limit	$1500 per surgery at Top Value provider
Min. distance for reimbursement	Top Value provider must be at least 50 miles from home
Max. lodging reimbursement	$150 per day of lodging as required for prep and surgery at Top Value provider
Transportation type	Economy/coach fare for train, airplane, or bus; car reimbursement is per mile
Top Value Communication Resources	https://www.healthpartners.com/public/find-care/learn-more.html

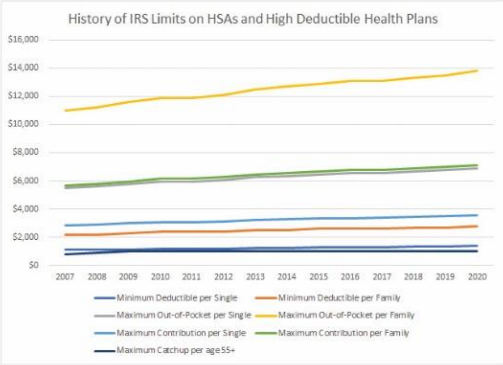
No funny business

Sourcewell
Formerly NJPA

No one like surprises when it comes to health insurance. Smart Plans are inflation-adjusted, meaning there's no need to negotiate changes in deductibles. Plan values remain constant and stable – something we can all appreciate.

History (and Projection) of IRS Limits on HSAs and HDHPs

Year	Minimum Deductible per Single	Minimum Deductible per Family	Maximum Out-of-Pocket per Single	Maximum Out-of-Pocket per Family	Maximum Contribution per Single	Maximum Contribution per Family	Maximum Catchup per age 55+
2004	$1,000	$2,000	NA	NA	$2,600	$5,150	$500
2005	$1,000	$2,000	NA	NA	$2,650	$5,250	$600
2006	$1,050	$2,100	NA	NA	$2,700	$5,450	$700
2007	$1,100	$2,200	$5,500	$11,000	$2,850	$5,650	$800
2008	$1,100	$2,200	$5,600	$11,200	$2,900	$5,800	$900
2009	$1,150	$2,300	$5,800	$11,600	$3,000	$5,950	$1,000
2010	$1,200	$2,400	$5,950	$11,900	$3,050	$6,150	$1,000
2011	$1,200	$2,400	$5,950	$11,900	$3,050	$6,150	$1,000
2012	$1,200	$2,400	$6,050	$12,100	$3,100	$6,250	$1,000
2013	$1,250	$2,500	$6,250	$12,500	$3,250	$6,450	$1,000
2014	$1,250	$2,500	$6,350	$12,700	$3,300	$6,550	$1,000
2015	$1,300	$2,600	$6,450	$12,900	$3,350	$6,650	$1,000
2016	$1,300	$2,600	$6,550	$13,100	$3,350	$6,750	$1,000
2017	$1,300	$2,600	$6,550	$13,100	$3,400	$6,750	$1,000
2018	$1,350	$2,700	$6,650	$13,300	$3,450	$6,900	$1,000
2019	$1,350	$2,700	$6,750	$13,500	$3,500	$7,000	$1,000
2020	$1,400	$2,800	$6,900	$13,800	$3,550	$7,100	$1,000
Forecast for next 5 years, trending based on prior 5 years							
2021	$1,400	$2,800	$6,950	$13,900	$3,600	$7,200	$1,000
2022	$1,450	$2,900	$7,050	$14,100	$3,650	$7,300	$1,000
2023	$1,500	$3,000	$7,100	$14,200	$3,700	$7,400	$1,000
2024	$1,500	$3,000	$7,200	$14,400	$3,750	$7,500	$1,000
2025	$1,550	$3,100	$7,300	$14,600	$3,800	$7,600	$1,000



5-Year Projection of Key Smart Plan Provisions*

Plan	Plan Provision	2020	2021	2022	2023	2024	2025
1	Deductible/single	$1,400	$1,400	$1,450	$1,500	$1,500	$1,550
	Deductible/family	$2,800	$2,800	$2,900	$3,000	$3,000	$3,100
	OOP max/single	$1,400	$1,400	$1,450	$1,500	$1,500	$1,550
	OOP max/family	$2,800	$2,800	$2,900	$3,000	$3,000	$3,100
2	Deductible/single	$1,400	$1,400	$1,450	$1,500	$1,500	$1,550
	Deductible/family	$2,800	$2,800	$2,900	$3,000	$3,000	$3,100
	OOP max/single	$3,400	$3,400	$3,450	$3,500	$3,500	$3,550
	OOP max/family	$6,800	$6,800	$6,900	$7,000	$7,000	$7,100
3	Deductible/single	$2,800	$2,800	$2,900	$3,000	$3,000	$3,100
	Deductible/family	$5,600	$5,600	$5,800	$6,000	$6,000	$6,200
	OOP max/single	$2,800	$2,800	$2,900	$3,000	$3,000	$3,100
	OOP max/family	$5,600	$5,600	$5,800	$6,000	$6,000	$6,200
4	Deductible/single	$2,800	$2,800	$2,900	$3,000	$3,000	$3,100
	Deductible/family	$5,600	$5,600	$5,800	$6,000	$6,000	$6,200
	OOP max/single	$4,800	$4,800	$4,900	$5,000	$5,000	$5,100
	OOP max/family	$9,600	$9,600	$9,800	$10,000	$10,000	$10,200
5	Deductible/single	$3,550	$3,600	$3,650	$3,700	$3,750	$3,800
	Deductible/family	$7,100	$7,200	$7,300	$7,400	$7,500	$7,600
	OOP max/single	$3,550	$3,600	$3,650	$3,700	$3,750	$3,800
	OOP max/family	$7,100	$7,200	$7,300	$7,400	$7,500	$7,600
6	Deductible/single	$3,550	$3,600	$3,650	$3,700	$3,750	$3,800
	Deductible/family	$7,100	$7,200	$7,300	$7,400	$7,500	$7,600
	OOP max/single	$5,550	$5,600	$5,650	$5,700	$5,750	$5,800
	OOP max/family	$11,100	$11,200	$11,300	$11,400	$11,500	$11,600
7	Deductible/single	$6,900	$6,950	$7,050	$7,100	$7,200	$7,300
	Deductible/family	$13,800	$13,900	$14,100	$14,200	$14,400	$14,600
	OOP max/single	$6,900	$6,950	$7,050	$7,100	$7,200	$7,300
	OOP max/family	$13,800	$13,900	$14,100	$14,200	$14,400	$14,600

*Note: This chart estimates what the key plan provisions will be for our Smart Plans for the next 5 years, based on our projection of what the IRS will establish for HSA and HDHP limits in the corresponding years.

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Consulting Agreement with Hildi, Inc. for OPEBs

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Connie Hillman	**Department:** Finance
Presenter (Name & Title): Finance Director Hillman	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

GASB 75 requires governmental units to compute and record a liability for any OPEB (Other Post Employment Benefits). The only OPEB liability the City has is an implicit rate liability from our health insurance. We have an implicit rate liability because we have retirees on our plan as required by law, and all employees pay a blended rate versus an age banded rate for coverage. The City does not fund the liability because in theory we are paying a higher rates now for health insurance because we have retirees and an aging workforce as part of our pool. This accounting standard does not have any affect on the actual rates paid for health insurance. The study includes City, BPU, HRA and Airport Employees, which the cost is allocated among all entities.

Alternatives, Options, Effects on Others/Comments:

In 2009, the City sent out RFP's for actuarial services to compute its OPEB liability as required by GASB standards 74 and 75. At the time we received 3 proposals and Hildi was the lowest (see attached). We renewed the contract for services with Hildi again for in October 2014 for the years 2015, 2016 and 2017. The City now needs to have an actuarial valuation every two years (starting 1/1/18) rather than every three years as done in the past. The fee for the study in 2015 and 2018 was $2,950 and $3,100 respectively plus a fee for exhibits, and we have been charged an annual amount of $350-$580 for the annual updates. Per Exhibit 1 of the attached proposed agreement, Hildi's cost for for 2020 and 2021 remains at $3,100 plus $500 for the exhibits and approximately $800 for the off year. Staff reached out to our auditors, CLA (CliftonLarsonAllen). CLA has had a client that recently went out for an RFP and Hildi was the cheapest. CLA also recommends Hildi because the consultant is easy to work with they really seem to understand the current standards as well as when the standards change. Staff concurs with this assessment.

Recommended Action/Motion:

Staff's recommendation would be to approve authorization signatures on the agreement for consulting services with Hildi, Inc. for 2020 in the amount of $3,100 plus $500 for exhibits and approximately $800 for 2021 services; or provide direction to staff to go out for RFP.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ $3,600/$800

Is this budgeted? ☑ Yes ☐ No

Please Explain: The cost will be incorporated into the budgets. The City's share is approximately 45-50% of the total cost.

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411 Front Street
P.O. Box 367
(218) 828-2775
Fax (218) 829-9768

Criminal Attorney
510 Norwood Street
(218) 828-2311
Fax (218) 825-8922

City Engineer
(218) 828-2309
Fax (218) 828-2316
jhulsether@ci.brainerd.mn.us

Chief of Police
225 East River Road
(218) 829-2805
Fax (218) 825-3489

Fire Chief
23 Laurel Street
(218) 828-2312
Fax (218) 828-2331
funderhill@ci.brainerd.mn.us

City Planner
(218) 828-2310
Fax (218) 828-2316
mostgarden@ci.brainerd.mn.us

Director of Parks & Recreation
1619 Washington Street N.E.
(218) 828-2320
Fax (218) 828-2791
parks@ci.brainerd.mn.us

Public Utilities
P.O. Box 373
Business
(218) 829-8726 • fax (218) 829-4703
Service
(218) 829-2193 • fax (218) 829-2308
email@bpu.org

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MEMO

To: Mayor & City Council

From: Finance Director Theresa Goble

Date: September 16, 2009

RE: GASB 43 and 45 – Approval of Actuarial Services Firm

At the August 17, 2009 meeting, the City Council approved sending out RFP's for an actuarial study in order for the City to be able to compute its OPEB (Other Post Employment Benefits) liability for the 2009 audit. The City received three proposals as listed below:

Company	Fee Proposal
Hildi Incorporated	Basic Fee: $2,800, Additional Services: $100-$250 per hour
Van Iwaarden Associates	Basic Fee: $4,410 Additional Services: $95-$265 per hour
Milliman, Inc.	Basic Fee: $7,000 Additional Services: Based on hourly rates

I have discussed the proposals with Tom Koop of LarsonAllen and he concurs in my recommendation to retain Hildi Inc.to perform the actuarial study. Hildi's other local clients include Crow Wing County and Brainerd Public Schools. Their cost proposal is within the amount included in the 2009 budget for this item.

This item for approval to hire an actuarial firm will appear on the Personnel and Finance Committee agenda for the meeting on September 21, 2009. If you have any questions, please don't hesitate to contact me.

/ch

Cc: City Administrator Dan Vogt
Todd Wicklund, BPU

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated October 3, 2019 by and between Hildi Inc. with offices located at 14852 Scenic Heights Road, Suite 205, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and City of Brainerd with offices located at 501 Laurel St., Brainerd, MN 56401 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.

2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within thirty (30) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of five percent (5%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.

3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.

4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.

6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.

8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

   Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.

11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.

13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Mr. James Thoreen
Interim City Administrator
City of Brainerd
501 Laurel St.
Brainerd, MN 56401

If to Consultant: Hildi Inc.
14852 Scenic Heights Road
Suite 205
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Brainerd	**Consultant: Hildi Inc.**
By:_____ (Authorized Signature)	By:_____ (Authorized Signature)
Name:_____ (Print or Type)	Name: Jill Urdahl
Title:_____ (Print or Type)	Title: President
Date:_____	Date:_____

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	January 1, 2020	December 31, 2021

Base Fees

The approximate budget for Hildi Inc. consulting services is as follows:

	2020 Fiscal Year	2021 Fiscal Year
GASB 75	$3,100 plus $500 for Exhibits	January 1, 2020 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2021. Approximately $800

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies.
- A results meeting by conference call to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated October 3, 2019.

Company: City of Brainerd **Consultant: Hildi Inc.**

(Authorized Signature) (Authorized Signature)

(Date) (Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Tower Award Options

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Connie Hillman	**Department:** Finance
Presenter (Name & Title): Finance Director Hillman	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

At the September 3rd council meeting, information was presented to council that the vendor we previously purchased tower awards from in 1997 and in 2004 quoted the City $93.17 each for a quantity of 50 plus shipping costs. The price per award was $58.23 in 2004. This also did not include engraving (personalization) which the Mayor has been doing at no cost. Council directed Staff to get quotes from local vendors as well as option for changing the tower award.

Alternatives, Options, Effects on Others/Comments:

Attached you will find:
- A quote from Winners Trophy and Engraving. The product is similar to what we have had, with the exception that the tower would be laser engraved rather than a gold medallion. There are two options and both are $45.00 each plus shipping. The options are to have the city logo, or the city seal, which has historically been on the award.
- A couple of glass options for consideration. There is a discount with an increase in quantity ordered, however the City will have to order one at a time in order to personalize the award.
- Staff did and could explore other options based on direction from Council as to what they would like the tower award to look in the future.

Recommended Action/Motion:

Provide direction to Staff to either purchase awards from Winners Trophy and Engraving and the option the Council would like (seal or logo); or additional direction on what the Council would like to see the tower award to look like to get additional quotes.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ approx $2,500

Is this budgeted? ☑ Yes ☐ No

Please Explain: There was $10,000 budgeted in the general funds, unallocated miscellaneous account. It is believed that the budget could absorb this cost at this time.

Pre-Production Art Submitted for Approval

Customer Service Contact: Tonya

This art has been submitted for your approval. Please note that your order will *NOT* enter into our production schedule until this form has been returned with written approval to begin production.

-$45.00 each
-Laser engraved into the alder wood

Date Sent: 9/13/2019
Order #: 745600
Customer #: 27213
Prepared By: 73
Production Type: DIRECT PRINT
Finished Size: 8X10
Imprint Color: BLACK
Substrate: GRA810
Substrate Colors: GEN RED ALDER
Quantity: 1

*****Please review the PDF file carefully to make sure all content is correct. It is your responsibility to look over this proof for any errors including content, spelling, layout, graphic elements and colors . If you have any questions or problems please let us know as soon as possible.**

NOTE: The finished product may vary slightly from the proof supplied. Actual color, fine details and overall definition are determined by the production process. Also please acknowledge colors vary between monitors and printers and there can be some variance. Colors will be color matched to a Pantone Swatch book, if precise color matching is critical please supply Pantone number(s) or request for a production sample. Otherwise we cannot guarantee colors will be accurate.

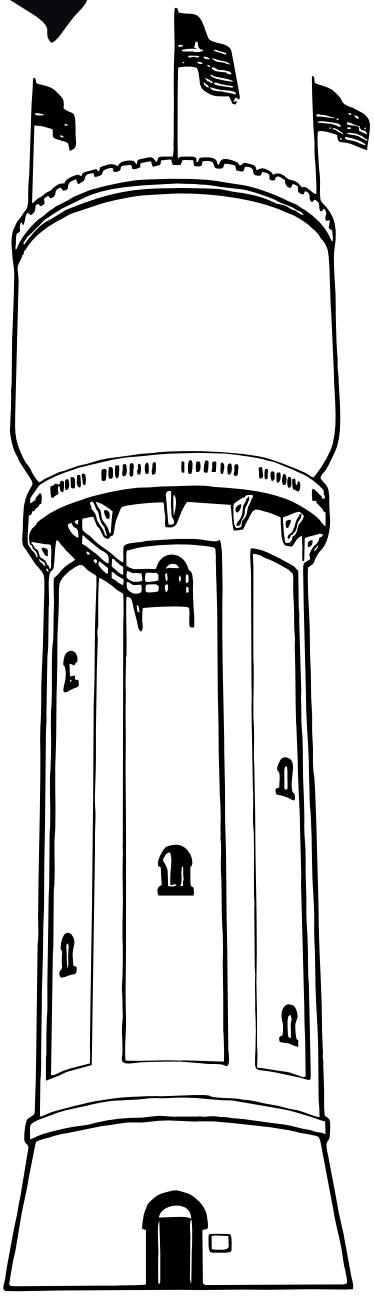
- ☐ Provide Production Sample
- ☐ Approved Proceed with order.
- ☒ Make Changes As Noted Proceed with order.
- ☐ Make Changes As Noted Re-Submit Art for Approval.

Date Returned: _____ Customer Signature: _____

By authorizing us to proceed into production, you acknowledge that you have read and understood this Customer is fully responsible for final proof and layout prior to production.

Logo Option 1

TOWER AWARD



Presented to

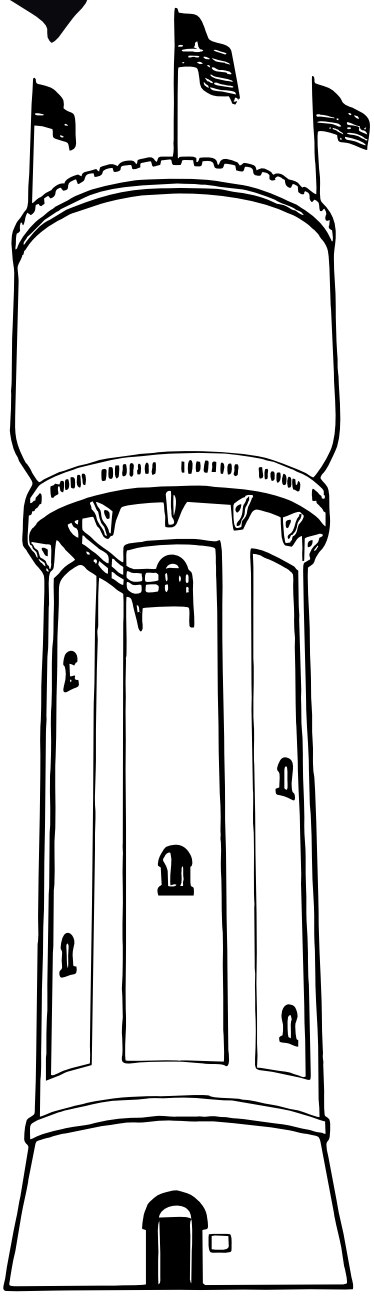
For placement on proof only. Will not print

CITY OF BRAINERD

For placement on proof only. Will not print

Jmem Mnrgm1 0

TOWER AWARD



Presented to

For placement on proof only. Will not print

CITY OF BRAINERD · MN

Est. 1873

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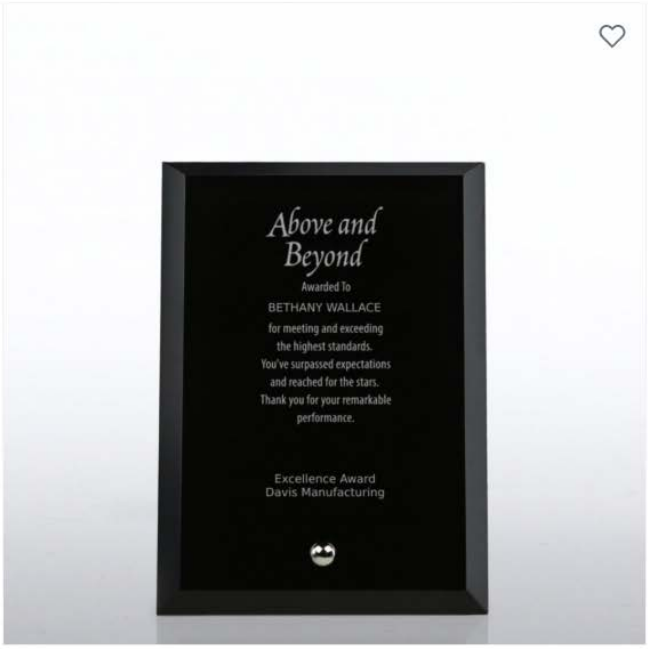


Trophy - Black Beveled Edge Glass Plaque

#71617

$39.95

★★★★★ (3)

Available Options

Qty	1	20	50
Each	$39.95	$37.95	$35.95

Qty 1

PERSONALIZE IT

Most personalized items ship same-day!

6” x 8”

Includes engraving

Limitless Collection: Glass Award Character Plaque - Clear

#71806

$49.95

Write a Review

Available Options

Qty	1	6	12	24
Each	$49.95	$47.95	$45.95	$43.95

Qty 1

PERSONALIZE IT

Most personalized items ship same-day!

6” x 8”

Includes engraving

CITY OF BRAINERD
SAFETY AND PUBLIC WORKS COMMITTEE
AGENDA

October 7, 2019
City Council Chambers
7:00 PM

1. Event/Alley Closure Application – Zion Lutheran Church Trunk-or-Treat

2. Event/Street Closure Application – St. Francis School Marathon

3. Improvement 17-10 – Sanitary Sewer Project – Alley Oak to Pine from SE 11th Street to SE 19th Street – Final Pay Estimate Number 4

4. Improvements 18-08 and 18-09 – College Drive and South 4th Street Mill and Overlay Project – Final Pay Estimate Number 2

5. Improvement 19-03 – 2019 Seal Coat Project – Final Pay Estimate Number 1

6. City-Wide Hydrologic and Hydraulic Modeling – Consideration of Proposal for Services

7. NW 3rd Street and Jackson Street Improvement – Request to Authorize Letter Report

8. Transit Package Policy

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Event and Alley Closure Application - Zion Lutheran Trunk-or-Treat

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached to this agenda request is an event application with a proposed alley closure for the Zion Lutheran Trunk-or-Treat event to be held on October 31, 2019 from 5:00 pm to 7:00 pm in the Zion Lutheran Church parking lot located at 220 N 8th Street.

Alternatives, Options, Effects on Others/Comments:

The event is intended to provide an alternative to door-to-door trick or treating, where members of the congregation park in the parking lot and hand out candy to kids. The applicant intends to use a PA system for some music and will utilize the restrooms in the church. The applicant has requested the closure of the north/south public alley for the event, so that people may walk from the parking area to the church without vehicles using the same space. No other substantial items of interest were stated on the application.

Recommended Action/Motion:

Staff recommends approval of the attached event application under the condition that the applicant submit a request for traffic control 1-week prior to the event.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

RECEIVED
SEP 11 2018
CITY OF BRAINERD
ENGINEERING

EVENT APPLICATION REQUEST
Brainerd, Minnesota

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

All events that require significant logistics planning between City departments or are requesting an event approval. Please contact the Parks & Recreation Department at (218) 828-2320 or email parks@ci.brainerd.mn.us.

An event that will use a City parking lot needs to be submitted at least 14 calendar days before the event. An event that includes a street closure requires City Council approval and needs to be submitted at least thirty (30) calendar days prior to the event.

Event planners are encouraged to submit their applications as early as possible. Additional licenses and permits may be required as outlined in Part 4 of this application.

PART 1: GENERAL INFORMATION

Organizer Information

Organizer's name (Please print): Zion Lutheran Church

Organizer's address: 220 N 8th St Brainerd, MN 56444

Event contact person: Jonathon Bailey

Event contact daytime phone number: (h) —— (w) 829-4317 (c) 620-655-5395

Event contact e-mail address: Jonathon.bailey35@gmail.com

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

(h)_____ (w)_____ (c) 620-655-5395

For Profit/Nonprofit status (type): Non Profit

Applicant Information, if different from the event organizer:

Applicant name (Please print):_____

Applicant address: _____

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

Applicant's e-mail address: _____

PART 2: EVENT INFORMATION

Event Name: Trunk-or-treat

Event Details

EVENT DATES (LIST EACH DATE SEPARATELY)	START TIME	END TIME	DAY OF THE WEEK	TOTAL HOURS
October 31st	5:00pm	7:00pm	Thur	2

Event Location(s)

CITY HALL PARKING LOT ___ 130' X 146'

LAUREL STREET PARKING LOT ___ 92' X 120'

FRONT STREET PARKING LOT ___ 66' X 125'

ALL DIMENSIONS ARE PARKING LOT USABLE SPACE ESTIMATES

CITY STREET(S) (SEE PART 3) ___

CITY PARK – CONTACT THE PARKS AND RECREATION DEPARTMENT FOR INFORMATION.

OTHER ___ SPECIFY LOCATION _____

Description of Activities

Brief description of the activities planned during the event: Members of the congregation will park in our parking lot and hand out candy to kids as a safe alternative to trick or treat

If a parade/run/walk event is planned, please describe the proposed route with the assembly and dispersal locations and attach a route map:

_____

_____

Site Information

Electrical usage? *Yes* ___ *No* ___

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

_____

_____

Amplified sound? *Yes* X *No* ___

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

PA system to play music.

_____

Restrooms provided? *Yes* X *No* ___

How many? 2 the ones in the church

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

Company contracted for restrooms: _____

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

Sign, banners, and posters/flyers? *Yes* ___ *No* ___

Locations and descriptions: _____

_____

Trash Receptacle Disposal? *Yes* ___ *No* ___

Company contracted for trash receptacle disposal: _____

Event Layout and Street Site Map Yes___ No___

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

Blocked Access Notification

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.

Event Deposit

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.

PART 3: STREET CLOSURE REQUEST INFORMATION

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 road of the proposed closure. All street closures shall be approved by City Council.

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

The Alley North and South between our building and our Parking lot

Time and date for beginning of street closures: Oct 31st 4:00 PM

Time and date for reopening of streets: Oct 31st 7:30 PM

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

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

Closing this alley allows People to walk between the parking lot and the church while minimizing the risk of being Hit by a car. The businesses would still be served by the East west alley between 8th and 9th St.

For information regarding a street closure, please contact the City of Brainerd Engineering Office.

501 Laurel Street
Brainerd, MN 56401
Phone: (218) 828-2309/Email: engineering@ci.brainerd.mn.us

PART 4: 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			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	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			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate			X	May be required before issuing a permit.
Sign/banner Permits			X	Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			X	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administrator's Office:	(218) 828-2307 EMAIL admin@ci.brainerd.mn.us
Commissioner of Revenue:	(651) 282-5225 EMAIL www.revenue.state.mn.us
Parks and Rec. Department:	(218) 828-2320 EMAIL parks@ci.brainerd.mn.us
Planning Department:	(218) 828-2309 EMAIL planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 EMAIL police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 EMAIL fire@ci.brainerd.mn.us
MN Department of Health	(320) 223-7300 EMAIL www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 EMAIL www.dot.state.mn.us

PART 5: 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:

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

PART 6: 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.

Jonathan Bailey

Signature of the Event Applicant

Jonathan Bailey

PRINT NAME

9-11-2019

Date submitted to the City

PART 7: FOR OFFICIAL USE ONLY

Departmental Sign-Offs Required

	Approval Date/Initials	Comments
Brainerd Public Utilities	OK	None
City Administration	OK	None
Engineering Depart.	OK	Please submit traffic control request 1 week prior to event. Call Shawn @ 218-513-4412
Fire Department	OK	
Fire Support/EMS	OK	None
Parks and Recreation	OK	None
Planning Department	OK	None
Police Department	OK	None

Event Permit 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 and Recreation Director

_____

Date

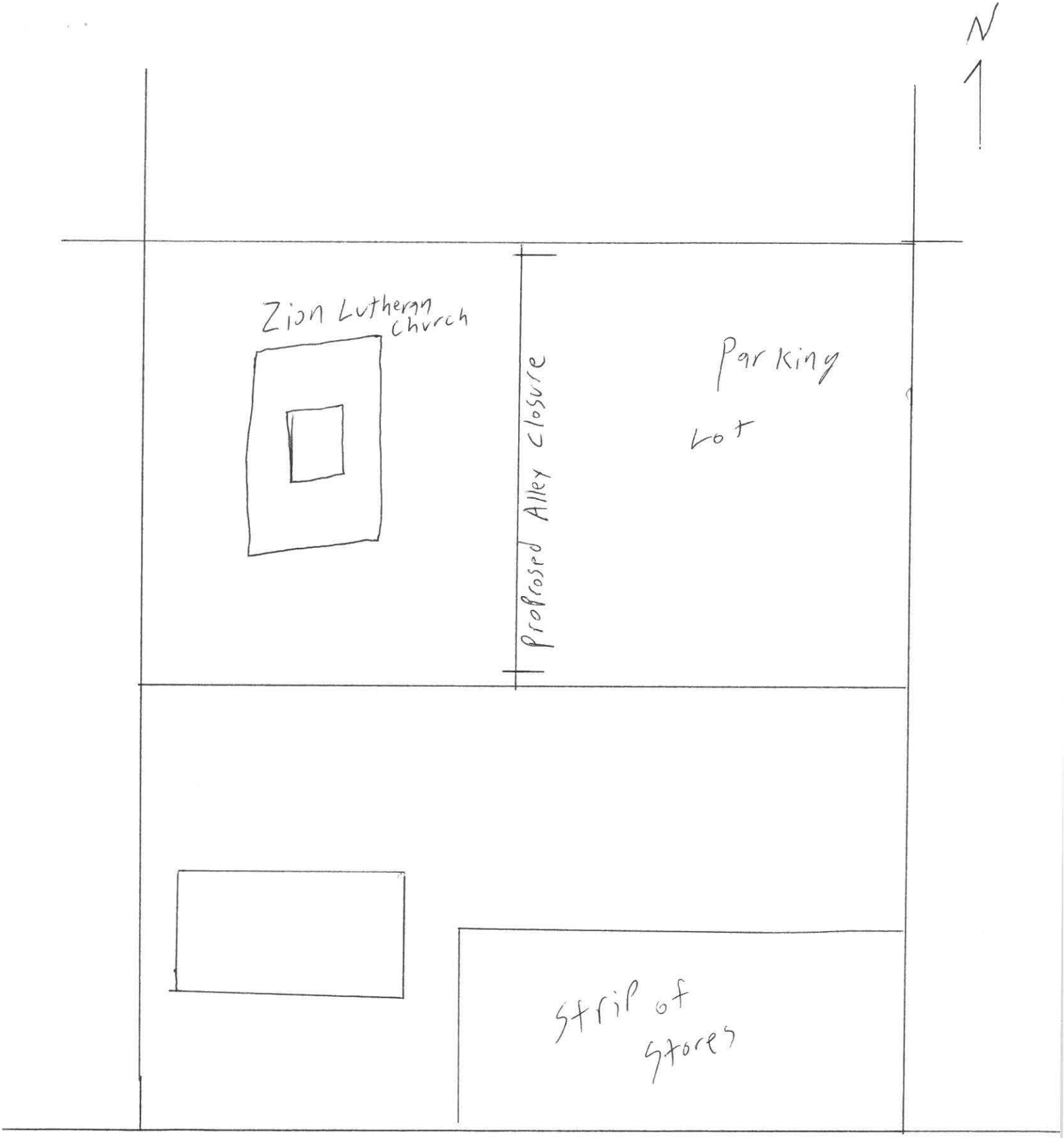
Approval Conditions

_____

Certification of Street Closure Approval

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

_____


N
Zion Lutheran Church
Proposed Alley closure
Parking Lot
Strip of Stores

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

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

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
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 an event/street closure application for the annual St. Francis School Marathon to be held on Wednesday, October 16, 2019 from 9:00 am to 12:00 pm on the streets around St. Francis School.

Alternatives, Options, Effects on Others/Comments:

The applicant has requested the closure of N 9th Street, N 10th Street, Juniper Street, and Kingwood Street for the event. This is the same closure that was requested for this event last year. The closure is for an annual school marathon where kids can walk, run, and ride bikes around the block. It is anticipated 150 students will be attending the marathon. The applicant states that signs will be scattered through the area while the marathon is in progress. The applicant has stated that they will be distributing fliers to residents and businesses in the area of the marathon so that they are notified of the event.

Recommended Action/Motion:

Staff recommends approval of the attached event application under the conditions that the applicant request traffic control 1-week prior to the event and that all signs are banners are removed upon the event being finished.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

SPECIAL EVENT APPLICATION

Date of Application: 9/23/19

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

Type of event:

- ☐ Event – City Parking Lot
- ☐ Event with Street Closure
- ☐ Event – City Park
- ☐ Other _____

Name of event: St. Francis School Marathon

Organizer Information

Organizer's Name: Jennifer Nagel

Organizer's Address: 817 Juniper Street

Event Contact Person: Jennifer Nagel

Event Contact Daytime Phone: 218-829-2344

Event Contact E-mail Address: jennifer.nagel@sf-school.org

Contact Name/Number Day of Event: Jennifer Nagel

For Profit/Nonprofit Status (type): Non-profit, school event

Applicant information (if different from the event organizer):

Applicant Name: _____

Applicant Address: _____

Applicant Phone: _____

Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
Wed. Oct. 16th	9:00am	12:00pm	Around the block consisting of 9th and 10th Juniper,
			down to 10th and Kingwood to 9th and Kingwood

☐ Recurring event (requires only one application submittal per year)

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:

Annual school marathon - participant are school children

walking, ,running, or riding their bikes- approximately 150 students

Site Information

Electrical usage ☑ Yes ☐ No

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

_____

_____

Amplified Sound ☐ Yes ☐ No

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

_____

_____

Restrooms provided ☐ Yes ☑ No

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

Company contracted for restrooms:_____
(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:

Will be signs scatterd through area indicating the Marathon is in progress

_____

Trash Receptacle Disposal ☑ Yes ☐ No

Company contracted for trash receptacle disposal: _____

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 for publicly owned spaces ONLY 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):

Around the block consisting of 9th and 10th Juniper, down to 10th and Kingwood to 9th and Kingwood (no change from previous years)

Date and time for beginning of street closures: Oct 16th 9:00am

Date and time for reopening of streets: Oct 16th 12:30pm

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.

We will distribute flyers to residents and businesses in the area of the marathon (street closures)

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.

Jennifer Nagel

Signature of Applicant

Jennifer Nagel

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			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	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			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate			X	May be required before issuing a permit.
Sign/banner Permits			X	Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			X	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	ok	None
City Administration	ok	None
Engineering Department	ok	Submit traffic control request to Shawn C. 218-~~829~~ 513-4412 1 week prior to event.
Fire Department	ok	None
Fire Support/EMS	ok	None
Parks Department	ok	None
Planning Department	ok	None
Police Department	ok	None

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

Date

Approval Conditions

Remove signs and banners immediately after event.

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):

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Improvement 17-10 Pay Estimate #4 - Final - Alley Sanitary Sewer Project

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: 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 final pay estimate for Improvement 17-10 which consisted of the sanitary sewer replacement in the alley between Oak Street and Pine Street between 11th Street SE and 19th Street SE. This payment to contractors is also on the Personnel and Finance agenda for payments to contractors.

Alternatives, Options, Effects on Others/Comments:

The original contract cost for this project was $462,288.50. The revised contract amount due to change order #1 was $467,009.97. The change order on this project was due to a sanitary sewer service that was unable to be located. This change order was handled through force account and paid as time and materials to locate the sewer service and connect it as part of the contract. With the revised contract amount taken into consideration, the final payment for this contract came to $448,910.27. This is equivalent to 96.10% of the revised contract amount and 97.11% of the original contract amount. Overall, the project was a success and the overall cost came in under the original contract amount. There was also a change order on this project that removed Tom's Backhoes need to pay Anderson Brothers Construction for the paving portion of this project, as can be seen on the pay estimate as Change Order 2. The final payment to Tom's Backhoe did not change, however, the City will end up cutting a check to Anderson Brother's for their work associated with the project and reducing Tom's Backhoe payment by an equivalent amount. The total amount paid to Tom's and Anderson Brothers is $77,141.19, as seen on the pay estimate.

Recommended Action/Motion:

Staff recommends approval of the final payment to Tom's Backhoe Service and Anderson Brothers Construction in the amount $55,951.11 to Tom's Backhoe Service and $21,190.08 to Anderson Brothers Construction of Brainerd.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ $77,141.19

Is this budgeted? ☑ Yes ☐ No

Please Explain: Funds for project to come from Sanitary Sewer Fund 237. Total contract final construction cost of $448,910.27.

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project 17-10 - SANITARY SEWER ALLEY - OAK ST TO PINE ST (11TH AVE TO 19TH AVE)
Contract Final Pay Request No. 4

Contractor: Tom's Backhoe Service Inc.
323 Woodland Hills LN
Brainerd, Mn 56401

Contract No. 2018-1
Vendor No. N/A
For Period: 7/9/2019 - 9/17/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	$462,288.50
Contract Changes	$4,721.47
Revised Contract	$467,009.97

Funds Encumbered

Original	$462,288.50
Additional	N/A
Total	$462,288.50

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
17-10	**$57,574.40**	**$448,910.27**	**$0.00**	**$371,769.08**	**$77,141.19**	**$448,910.27**
			Percent Retained: 0.0000%			
Contract 2018-1	**$57,574.40**	**$448,910.27**	**$0.00**	**$371,769.08**	**$77,141.19**	**$448,910.27**
			Percent Retained: 0.0000%			
				Amount Paid This Contract Final Pay Request	**$77,141.19**	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
d24cce5e73f8fa48939766461ad80d0f
0d684bbd86854db9a7dae5bda2d3211f
County/City/Project Engineer
09/17/2019
Date

Approved By
Thompson, Kathy A
b495dc6fec2aeb4a9fb48d92e8f2d84d
d17096f8314673e1800163770beed945
Contractor
09/18/2019
Date

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. 17-10
Contract Final Pay Request No. 4

Contract Payment Summary

From Date	To Date	Work Certified Per Period	Amount Retained Per Period	Amount Paid Per Period	Amount Paid To Date
04/29/2019	05/15/2019	$113,137.50	$5,656.88	$107,480.62	$107,480.62
05/16/2019	06/10/2019	$164,484.20	$8,224.21	$156,259.99	$263,740.61
06/11/2019	07/08/2019	$113,714.17	$5,685.70	$108,028.47	$371,769.08
07/09/2019	09/17/2019	$57,574.40	($19,566.79)	$77,141.19	$448,910.27
	Totals:	**$448,910.27**	**$0.00**	**$448,910.27**	

17-10 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	04/29/2019	05/15/2019	$113,137.50	$5,656.88	$107,480.62
2	05/16/2019	06/10/2019	$164,484.20	$8,224.21	$156,259.99
3	06/11/2019	07/08/2019	$113,714.17	$5,685.70	$108,028.47
4	07/09/2019	09/17/2019	$57,574.40	($19,566.79)	$77,141.19
		Totals:	**$448,910.27**	**$0.00**	**$448,910.27**

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project 17-10 - SANITARY SEWER ALLEY - OAK ST TO PINE ST (11TH AVE TO 19TH AVE)
Final Pay Request No. 4

Contractor: Tom's Backhoe Service Inc.
323 Woodland Hills LN
Brainerd, Mn 56401

Contract No. 2018-1
Vendor No. N/A
For Period: 7/9/2019 - 9/17/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	$462,288.50
Contract Changes	$4,721.47
Revised Contract	$467,009.97

Funds Encumbered

Original	$462,288.50
Additional	N/A
Total	$462,288.50

Work Certified To Date

Base Bid Items	$444,188.80
Backsheet	$0.00
Change Order	$4,721.47
Supplemental Agreement	$0.00
Work Order	$0.00
Material On Hand	$0.00
Total	$448,910.27

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
17-10	**$57,574.40**	**$448,910.27**	**$0.00**	**$371,769.08**	**$77,141.19**	**$448,910.27**
			Percent Retained: 0.0000%			
				Amount Paid This Final Pay Request	**$77,141.19**	

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. 17-10
Final Pay Request No. 4

17-10 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	04/29/2019	05/15/2019	$113,137.50	$5,656.88	$107,480.62
2	05/16/2019	06/10/2019	$164,484.20	$8,224.21	$156,259.99
3	06/11/2019	07/08/2019	$113,714.17	$5,685.70	$108,028.47
4	07/09/2019	09/17/2019	$57,574.40	($19,566.79)	$77,141.19
		Totals:	**$448,910.27**	**$0.00**	**$448,910.27**

17-10 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
010	448,910.27	0.00	371,769.08	77,141.19	448,910.27
Totals:	**$448,910.27**	**$0.00**	**$371,769.08**	**$77,141.19**	**$448,910.27**

17-10 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41710-5530	Local-City of Brainerd	77,141.19	467,009.97	462,288.50	448,910.27
	Totals:	**$77,141.19**	**$467,009.97**	**$462,288.50**	**$448,910.27**

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. 17-10
Final Pay Request No. 4

17-10 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SE ALLEY SANITARY IMPROVEMENTS									
1	2021.501	MOBILIZATION	LS	$40,000.00	1	0	$0.00	1	$40,000.00
2	2101.502	CLEARING	TREE	$500.00	1	0	$0.00	1	$500.00
3	2101.507	GRUBBING	TREE	$300.00	3	1	$300.00	3	$900.00
4	2104.501	REMOVE SEWER PIPE (SANITARY)	L F	$2.00	3730	0	$0.00	3404	$6,808.00
5	2104.501	REMOVE CURB & GUTTER	L F	$10.00	375	16	$160.00	352	$3,520.00
6	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	$6.00	1179	11	$66.00	1179	$7,074.00
7	2104.509	REMOVE MANHOLE	EACH	$300.00	6	0	$0.00	6	$1,800.00
8	2104.509	REMOVE CASTING	EACH	$75.00	6	5	$375.00	5	$375.00
9	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$4.00	584	0	$0.00	645	$2,580.00
10	2105.501	COMMON EXCAVATION (P)	C Y	$8.00	1893	753	$6,024.00	1893	$15,144.00
11	2105.541	STABILIZING AGGREGATE	C Y	$30.00	126	0	$0.00	126	$3,780.00
12	2105.601	DEWATERING	LS	$20,000.00	1	0	$0.00	1	$20,000.00
13	2211.501	AGGREGATE BASE CLASS 5	TON	$21.00	1492	484	$10,164.00	1870	$39,270.00
14	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	$90.00	168	189.66	$17,069.40	189.66	$17,069.40
15	2451.509	AGGREGATE BEDDING (LV)	C Y	$30.00	483	22	$660.00	283.83	$8,514.90
16	2503.511	6" PVC PIPE SEWER	L F	$30.00	792	0	$0.00	396	$11,880.00
17	2503.511	8" PVC PIPE SEWER	L F	$60.00	2854	0	$0.00	2960	$177,600.00
18	2503.511	18" PVC PIPE SEWER	L F	$200.00	22	0	$0.00	8	$1,600.00
19	2503.602	SANITARY SEWER SERVICE	EACH	$300.00	98	0	$0.00	103	$30,900.00
20	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$300.00	10	0	$0.00	10	$3,000.00
21	2506.501	CONST DRAINAGE STRUCTURE DESIGN 4007	L F	$250.00	12.39	0	$0.00	12.39	$3,097.50

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. 17-10
Final Pay Request No. 4

17-10 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 4007	EACH	$1,500.00	5	0	$0.00	5	$7,500.00
23	2506.516	CASTING ASSEMBLY	EACH	$450.00	16	6	$2,700.00	6	$2,700.00
24	2506.602	CASTING SEAL	EACH	$375.00	5	6	$2,250.00	6	$2,250.00
25	2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	$1,000.00	4.38	0	$0.00	4.38	$4,380.00
26	2531.501	CONCRETE CURB & GUTTER DESIGN B612	L F	$28.00	375	352	$9,856.00	352	$9,856.00
27	2563.601	TRAFFIC CONTROL	LS	$4,000.00	1	0	$0.00	1	$4,000.00
28	2573.530	STORM DRAIN INLET PROTECTION	EACH	$250.00	32	0	$0.00	32	$8,000.00
29	2573.533	SEDIMENT CONTROL LOG TYPE ROCK	L F	$10.00	200	0	$0.00	114	$1,140.00
30	2573.535	STABILIZED CONSTRUCTION EXIT	LS	$1,000.00	1	0	$0.00	0	$0.00
31	2573.550	EROSION CONTROL SUPERVISOR	LS	$1,000.00	1	0	$0.00	1	$1,000.00
32	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	$25.00	432	118	$2,950.00	118	$2,950.00
33	2575.555	TURF ESTABLISHMENT	LS	$5,000.00	1	1	$5,000.00	1	$5,000.00
Totals For Section SE ALLEY SANITARY IMPROVEMENTS:							**$57,574.40**		**$444,188.80**
Change Order 1									
34	2503.602	SANITARY SEWER SERVICE	EACH	$4,721.47	1	0	$0.00	1	$4,721.47
Totals For Change Order 1:							**$0.00**		**$4,721.47**
Project Totals:							**$57,574.40**		**$448,910.27**

17-10 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change	7/8/2019	Extra work charges from Tom's Backhoe related to the connection of the sanitary sewer service at 1626 Oak Street. The service was unable to be located, and Tom's back-charged for extra	$4,721.47	$4,721.47

17-10 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
	Order		time and materials related to the connection of the service. The extra work took place on June 11, 2019, June 12, 2019, and June 13, 2019.		
CO2	Change Order	8/23/2019	Notwithstanding any provision of the Contract Documents and Specifications for this Project (City Improvement No. 17-10), and the Minnesota Standard Specifications for Construction incorporated therein (collectively, the Contract), Contractor agrees that Owner shall issue payment directly to Contractor's subcontractor, Anderson Brothers, for the bituminous work completed by Anderson Brothers under the Contract. The amount of payment shall be equal to the price set forth in the subcontract between Contractor and Anderson Brothers, unless otherwise agreed to by Contractor and Anderson Brothers (Subcontract Payment). This Subcontract Payment shall be deemed a payment to Contractor for purposes of calculating the total amounts paid to Contractor under the Contract. By executing this Change Order, Contractor agrees to waive all claims against the Owner for payment of the Subcontract Payment and agrees to defend and indemnify the Owner against any claims by Anderson Brothers, any surety claiming a right to the funds, or any other third party. Owner's payment of the Subcontractor Payment does not relieve Contractor of any obligations under the Contract other than the obligation to pay Anderson Brothers.	$0.00	$0.00
			Contract Change Totals:	**$4,721.47**	**$4,721.47**

Anderson Brothers Construction Company
11325 State Highway 210
Brainerd, MN 56401
218-829-1768
218-829-7607 Fax

To:	Tom's Backhoe Service	**Contact:**	Tom Thompson
Address:	323 Woodland Hills Lane Brainerd, MN 56401	**Phone:**	218-828-4232
		Fax:	218-829-3746
Project Name:	City Of Brainerd #17-10 Alley San Sewer	**Bid Number:**	
Project Location:	Alley SE 11th St To SE 19th St, Between Oak St & Pine St, Brainerd, MN	**Bid Date:**	3/8/2019
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2021.501	Mobilization	1.00	LS	$4,500.00	$4,500.00
2360.501	Type SP 9.5 Bituminous Wear Course (3,C)	168.00	TON	$88.00	$14,784.00

Total Bid Price: $19,284.00

Notes:

- We are pleased to quote the following on the above-referenced project.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- This proposal may be withdrawn by us if not accepted within 30 days.
- No Bond
- No Traffic Control
- Bituminous can stand alone
- if class-5 used ,subgrade to be shaped and ready
- if prime does class-5 , class-5 to be finaled and ready for paving

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** Tom's Backhoe Service **Signature:** Kathy Thom **Date of Acceptance:** 7-29-19	**CONFIRMED:** **Anderson Brothers Construction Company Of Brainerd, LLC** **Authorized Signature:** Scott W Hendrickson **Estimator:** Scott Hendrickson shendrickson@andersonbrothers.com

Anderson Brothers Construction Company of Brainerd
11325 State Highway 210
Brainerd, MN 56401
(218) 829-1768

Invoice # 8410

Bill to: 07335	Job: 29743
CITY OF BRAINERD 501 LAUREL ST BRAINERD, MN 56401	CITY OF BRAINERD-29743

Invoice #: 8410	Date: 09/12/19	Customer P.O. #:
Payment Terms: Due in 10 Days		Salesperson:
Customer Code: 07335		

Remarks: #17-10 Alley (2018-1)

Quantity	Description	U/M	Unit Price	Extension
1.000	Mobilization	LS	4,500.00	4,500.00
189.660	Bituminous Wear Course	TON	88.00	16,690.08

Alley located between Oak St and Pine St from 11th Ave SE to 19th Ave SE

Subtotal: **21,190.08**

Total: **21,190.08**

RECEIVED
SEP 16 2019
CITY OF BRAINERD
ADMINISTRATION

Past Due Accounts are subject to a service charge of 1.5% per month (18% per annum)

Anderson Brothers Quote =	$21,190.08
Total Value To Be Paid On Final Pay Application =	$77,141.19
Pay to Tom's =	$55,951.11

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Imp. 18-08 and 18-09 - Pay Est. No. 2 Final - College and 4th Overlay

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: 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 final pay estimate for Improvements 18-08 and 18-09, which were the mill and overlay projects on College Drive from County Road 48 to Quince Street and S 4th Street from College Drive to S 6th Street. This final payment is also on the Personnel and Finance committee agenda for approval of the final payment to contractor.

Alternatives, Options, Effects on Others/Comments:

The original contract amount for these two projects was $625,193.28. The revised contract amount due to change order 1 at a total amount of ($14,363.00) on both projects was $610,830.28. You will recall that this change order removed the night work from the project specifications, which in turn gave the City a price reduction for the bituminous pavement work item. The final contract construction cost is $592,857.26, which represents 97.06% of the revised contract amount.

Recommended Action/Motion:

Staff recommends authorizing the final payment to Anderson Brothers in the amount of $31,074.99 and a total contract construction cost of $592,857.26.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ 31,074.99

Is this budgeted? ☑ Yes ☐ No

Please Explain: Costs to come from construction fund 401 and reimbursed through the City's state aid account as both routes are state aid eligible.

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project SAP 108-126-014 - College Drive Mill & Overlay
Project SAP 108-124-008 - South 4th Street Mill & Overlay
Contract Final Pay Request No. 2

Contractor: Anderson Brothers Construction
11325 State Hwy 210
Brainerd, MN 56401

Contract No. 2019-03
Vendor No. N/A
For Period: 8/13/2019 - 9/16/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	$625,193.28
Contract Changes	($14,363.00)
Revised Contract	$610,830.28

Funds Encumbered

Original	$625,193.28
Additional	N/A
Total	$625,193.28

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 108-126-014	**$0.00**	**$454,223.02**	**$0.00**	**$431,511.87**	**$22,711.15**	**$454,223.02**
			Percent Retained: 0.0000%			
SAP 108-124-008	**$1,507.50**	**$138,634.24**	**$0.00**	**$130,270.40**	**$8,363.84**	**$138,634.24**
			Percent Retained: 0.0000%			
Contract 2019-03	**$1,507.50**	**$592,857.26**	**$0.00**	**$561,782.27**	**$31,074.99**	**$592,857.26**
			Percent Retained: 0.0000%			
				Amount Paid This Contract Final Pay Request	**$31,074.99**	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
9fb44ff0f48c01d4b9e3c05e1cb9e4a7
f3a306280911f9ff3bde82d739f579ef
County/City/Project Engineer
09/16/2019
Date

Approved By
Niemi, Mike
e8ad4618c08e8eae718a77a09e22a242
49c4dd820e5326c69157a5ad7d6378b6
Contractor
09/17/2019
Date

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-126-014, SAP 108-124-008
Contract Final Pay Request No. 2

Contract Payment Summary

From Date	To Date	Work Certified Per Period	Amount Retained Per Period	Amount Paid Per Period	Amount Paid To Date
07/08/2019	08/12/2019	$591,349.76	$29,567.49	$561,782.27	$561,782.27
08/13/2019	09/16/2019	$1,507.50	($29,567.49)	$31,074.99	$592,857.26
	Totals:	**$592,857.26**	**$0.00**	**$592,857.26**	

SAP 108-126-014 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	07/08/2019	08/12/2019	$454,223.02	$22,711.15	$431,511.87
2	08/13/2019	09/16/2019	$0.00	($22,711.15)	$22,711.15
		Totals:	**$454,223.02**	**$0.00**	**$454,223.02**

SAP 108-124-008 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	07/08/2019	08/12/2019	$137,126.74	$6,856.34	$130,270.40
2	08/13/2019	09/16/2019	$1,507.50	($6,856.34)	$8,363.84
		Totals:	**$138,634.24**	**$0.00**	**$138,634.24**

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project SAP 108-126-014 - College Drive Mill & Overlay
Final Pay Request No. 2

Contractor: Anderson Brothers Construction
11325 State Hwy 210
Brainerd, MN 56401

Contract No. 2019-03
Vendor No. N/A
For Period: 8/13/2019 - 9/16/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	$484,029.46
Contract Changes	($10,227.00)
Revised Contract	$473,802.46

Funds Encumbered

Original	$484,029.46
Additional	N/A
Total	$484,029.46

Work Certified To Date

Base Bid Items	$474,576.52
Backsheet	$0.00
Change Order	($20,353.50)
Supplemental Agreement	$0.00
Work Order	$0.00
Material On Hand	$0.00
Total	$454,223.02

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 108-126-014	**$0.00**	**$454,223.02**	**$0.00**	**$431,511.87**	**$22,711.15**	**$454,223.02**
			Percent Retained: 0.0000%			
				Amount Paid This Final Pay Request	**$22,711.15**	

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-126-014
Final Pay Request No. 2

SAP 108-126-014 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	07/08/2019	08/12/2019	$454,223.02	$22,711.15	$431,511.87
2	08/13/2019	09/16/2019	$0.00	($22,711.15)	$22,711.15
		Totals:	**$454,223.02**	**$0.00**	**$454,223.02**

SAP 108-126-014 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
000	454,223.02	0.00	431,511.87	22,711.15	454,223.02
Totals:	**$454,223.02**	**$0.00**	**$431,511.87**	**$22,711.15**	**$454,223.02**

SAP 108-126-014 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41809-5530	Municipal (MSAS > 5000)	22,711.15	473,802.46	484,029.46	454,223.02
	Totals:	**$22,711.15**	**$473,802.46**	**$484,029.46**	**$454,223.02**

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-126-014
Final Pay Request No. 2

SAP 108-126-014 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
College Drive Mill & Overlay									
1	2021.501	MOBILIZATION	LS	$14,129.77	0.81	0	$0.00	0.81	$11,445.11
2	2102.503	PAVEMENT MARKING REMOVAL	L F	$1.25	360	0	$0.00	360	$450.00
3	2104.503	SAWING BITUMINOUS PAVEMENT	L F	$6.00	637	0	$0.00	637	$3,822.00
4	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	$2.15	35819	0	$0.00	35819	$77,010.85
5	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$81.50	3409	0	$0.00	3409	$277,833.50
6	2504.602	ADJUST VALVE BOX-WATER	EACH	$121.00	10	0	$0.00	2	$242.00
7	2506.502	ADJUST FRAME & RING CASTING	EACH	$242.00	23	0	$0.00	0	$0.00
8	2563.601	TRAFFIC CONTROL	LS	$4,500.00	0.81	0	$0.00	0.81	$3,645.00
9	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	$3.20	475	0	$0.00	475	$1,520.00
10	2573.501	EROSION CONTROL SUPERVISOR	LS	$600.00	0.81	0	$0.00	0.81	$486.00
11	2573.502	STORM DRAIN INLET PROTECTION	EACH	$181.00	79	0	$0.00	76	$13,756.00
16	2582.503	4" DOTTED LINE MULTI COMP GR IN	L F	$4.85	252	0	$0.00	252	$1,222.20
12	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	$1.55	3430	0	$0.00	3323	$5,150.65
13	2582.503	24" SOLID LINE MULTI COMP GR IN	L F	$13.25	140	0	$0.00	154	$2,040.50
14	2582.503	4" BROKEN LINE MULTI COMP GR IN	L F	$1.55	1460	0	$0.00	1645	$2,549.75
15	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	L F	$3.10	1945	0	$0.00	1650	$5,115.00
17	2582.503	24" SOLID LINE PREF THERMO GR IN	L F	$36.20	35	0	$0.00	35	$1,267.00
18	2582.503	12" DOTTED LINE PREF THERMO GR IN	L F	$18.10	219	0	$0.00	204	$3,692.40
19	2582.518	PAVT MSSG PREF THERMO GR IN	S F	$33.00	1153	0	$0.00	1177.02	$38,841.66
20	2582.518	CROSSWALK PREF THERMO GR IN	S F	$16.85	1206	0	$0.00	1134	$19,107.90

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-126-014
Final Pay Request No. 2

SAP 108-126-014 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21	2582.618	PAVEMENT MARKING SPECIAL	S F	$32.60	198	0	$0.00	165	$5,379.00
					Totals For Section College Drive Mill & Overlay:		**$0.00**		**$474,576.52**
Change Order 1									
23	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$78.50	3409	0	$0.00	3280	$257,480.00
24	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	($81.50)	3409	0	$0.00	3409	($277,833.50)
					Totals For Change Order 1:		**$0.00**		**($20,353.50)**
					Project Totals:		**$0.00**		**$454,223.02**

SAP 108-126-014 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	6/24/2019	Bituminous price reduction for taking off the stipulation of night work for paving only. Reduces bituminous unit cost to $78.50/ton.	($10,227.00)	($20,353.50)
			Contract Change Totals:	**($10,227.00)**	**($20,353.50)**

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project SAP 108-124-008 - South 4th Street Mill & Overlay
Final Pay Request No. 2

Contractor: Anderson Brothers Construction
11325 State Hwy 210
Brainerd, MN 56401

Contract No. 2019-03
Vendor No. N/A
For Period: 8/13/2019 - 9/16/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	$141,163.82
Contract Changes	($4,136.00)
Revised Contract	$137,027.82

Funds Encumbered

Original	$141,163.82
Additional	N/A
Total	$141,163.82

Work Certified To Date

Base Bid Items	$145,131.52
Backsheet	$0.00
Change Order	($6,497.28)
Supplemental Agreement	$0.00
Work Order	$0.00
Material On Hand	$0.00
Total	$138,634.24

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 108-124-008	**$1,507.50**	**$138,634.24**	**$0.00**	**$130,270.40**	**$8,363.84**	**$138,634.24**
			Percent Retained: 0.0000%			
				Amount Paid This Final Pay Request	**$8,363.84**	

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-124-008
Final Pay Request No. 2

SAP 108-124-008 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	07/08/2019	08/12/2019	$137,126.74	$6,856.34	$130,270.40
2	08/13/2019	09/16/2019	$1,507.50	($6,856.34)	$8,363.84
		Totals:	**$138,634.24**	**$0.00**	**$138,634.24**

SAP 108-124-008 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
000	138,634.24	0.00	130,270.40	8,363.84	138,634.24
Totals:	**$138,634.24**	**$0.00**	**$130,270.40**	**$8,363.84**	**$138,634.24**

SAP 108-124-008 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41808-5530	Municipal (MSAS > 5000)	8,363.84	137,027.82	141,163.82	138,634.24
	Totals:	**$8,363.84**	**$137,027.82**	**$141,163.82**	**$138,634.24**

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-124-008
Final Pay Request No. 2

SAP 108-124-008 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
S 4th Street Mill & Overlay									
1	2021.501	MOBILIZATION	LS	$60,682.02	0.19	0	$0.00	0.19	$11,529.58
2	2104.502	REMOVE CASTING	EACH	$600.00	1	0	$0.00	1	$600.00
3	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	$6.00	24	0	$0.00	0	$0.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$6.00	135	0	$0.00	135	$810.00
5	2104.503	REMOVE CURB & GUTTER	L F	$13.15	211	0	$0.00	211	$2,774.65
6	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	$18.00	31	0	$0.00	31	$558.00
7	2104.518	REMOVE CONCRETE SIDEWALK	S F	$1.00	859	0	$0.00	960	$960.00
8	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	S F	$4.00	469	0	$0.00	469	$1,876.00
9	2105.507	COMMON EXCAVATION	C Y	$50.00	11	0	$0.00	11	$550.00
10	2211.509	AGGREGATE BASE CLASS 5	TON	$31.00	6	0	$0.00	19	$589.00
11	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	$1.85	6598	0	$0.00	6598	$12,206.30
12	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$84.00	752	0	$0.00	752	$63,168.00
13	2504.602	ADJUST VALVE BOX-WATER	EACH	$121.00	1	0	$0.00	1	$121.00
14	2506.502	CASTING ASSEMBLY	EACH	$1,300.00	1	0	$0.00	1	$1,300.00
15	2506.502	ADJUST FRAME & RING CASTING	EACH	$242.00	3	0	$0.00	1	$242.00
16	2521.518	6" CONCRETE WALK	S F	$10.00	901	0	$0.00	1007	$10,070.00
17	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	$42.25	211	0	$0.00	230	$9,717.50
18	2531.618	TRUNCATED DOMES	S F	$58.00	64	0	$0.00	64	$3,712.00
19	2563.601	TRAFFIC CONTROL	LS	$9,530.00	0.19	0	$0.00	0.19	$1,810.70

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-124-008
Final Pay Request No. 2

SAP 108-124-008 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	$3.20	50	0	$0.00	50	$160.00
21	2573.501	EROSION CONTROL SUPERVISOR	LS	$600.00	0.19	0	$0.00	0.19	$114.00
22	2573.502	STORM DRAIN INLET PROTECTION	EACH	$181.00	8	0	$0.00	8	$1,448.00
23	2574.507	COMMON TOPSOIL BORROW	C Y	$71.00	13	0	$0.00	0	$0.00
24	2575.501	TURF ESTABLISHMENT	LS	$3,015.00	1	0.5	$1,507.50	1	$3,015.00
25	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$573.15	0.06	0	$0.00	0	$0.00
26	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	$1.55	135	0	$0.00	2547	$3,947.85
27	2582.503	4" BROKEN LINE MULTI COMP GR IN	L F	$1.55	130	0	$0.00	130	$201.50
28	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	L F	$3.10	667	0	$0.00	890	$2,759.00
29	2582.518	PAVT MSSG PREF THERMO GR IN	S F	$33.00	92	0	$0.00	91.08	$3,005.64
30	2582.518	CROSSWALK PREF THERMO GR IN	S F	$16.85	540	0	$0.00	468	$7,885.80
					Totals For Section S 4th Street Mill & Overlay:		**$1,507.50**		**$145,131.52**
Change Order 1									
31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$78.50	752	0	$0.00	721.92	$56,670.72
32	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	($84.00)	752	0	$0.00	752	($63,168.00)
					Totals For Change Order 1:		**$0.00**		**($6,497.28)**
					Project Totals:		**$1,507.50**		**$138,634.24**

SAP 108-124-008 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change	6/24/2019	Bituminous price reduction for taking off the stipulation of night work for paving only.	($4,136.00)	($6,497.28)

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. SAP 108-124-008
Final Pay Request No. 2

SAP 108-124-008 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
	Order		Reduces bituminous unit cost to $78.50/ton.		
			Contract Change Totals:	**($4,136.00)**	**($6,497.28)**

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Improvement 19-03 - 2019 Seal Coat Project - Final Pay Estimate No. 1

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: 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 final pay estimate for Improvement 19-03 - 2019 Seal Coat Project.

Alternatives, Options, Effects on Others/Comments:

Original contract cost on this project was $168,017.11. Final construction contract cost is $167,845.21. This represents 99.99% of the original contract amount.

Recommended Action/Motion:

Staff recommends approval of the attached pay estimate for Improvement 19-03 - 2019 Seal Coat Project to Asphalt Surface Technologies Corporation in the final contract amount of $167,845.21. This pay estimate is also on the personnel and finance committee for approval of payment to contractors.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ $167,845.21

Is this budgeted? ☑ Yes ☐ No

Please Explain: Funds to come from Construction Fund 401.

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project 19-03 - 2019 Chip Seal Project
Final Pay Request No. 1

Contractor: Asphalt Surface Technologies Corp.
P.O. Box 1025
St. Cloud, MN 56302

Contract No. 2019-05
Vendor No. N/A
For Period: 9/6/2019 - 10/1/2019
Warrant # _____ Date _____

Contract Amounts

Original Contract	$168,017.11
Contract Changes	$0.00
Revised Contract	$168,017.11

Funds Encumbered

Original	$168,017.11
Additional	N/A
Total	$168,017.11

Work Certified To Date

Base Bid Items	$167,845.21
Backsheet	$0.00
Change Order	$0.00
Supplemental Agreement	$0.00
Work Order	$0.00
Material On Hand	$0.00
Total	$167,845.21

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
19-03	**$167,845.21**	**$167,845.21**	**$0.00**	**$0.00**	**$167,845.21**	**$167,845.21**
			Percent Retained: 0.0000%			
				Amount Paid This Final Pay Request	**$167,845.21**	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
c72c7aed1de6283db5038b5706c299f7
e2fe43fc9dff01170f57b2901f61263b
County/City/Project Engineer

10/01/2019
Date

Approved By
Strandberg, Dale
18a214a4beca883ee1c63125e9a6528d
5d7c18ed067ef144c6c46ba6bc1f4c8c
Contractor

10/01/2019

CITY OF BRAINERD ENGINEERING

501 Laurel Street
Brainerd, MN 56401
Project 19-03 - 2019 Chip Seal Project
Final Pay Request No. 1

Contractor: Asphalt Surface Technologies Corp.
P.O. Box 1025
St. Cloud, MN 56302

Contract No.	2019-05
Vendor No.	N/A
For Period:	9/6/2019 - 10/1/2019
Warrant # _____ Date _____	

Date

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. 19-03
Final Pay Request No. 1

19-03 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	09/06/2019	10/01/2019	$167,845.21	$0.00	$167,845.21
		Totals:	**$167,845.21**	**$0.00**	**$167,845.21**

19-03 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
000	167,845.21	0.00	0.00	167,845.21	167,845.21
Totals:	**$167,845.21**	**$0.00**	**$0.00**	**$167,845.21**	**$167,845.21**

19-03 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41903-5530	Local	167,845.21	168,017.11	168,017.11	167,845.21
	Totals:	**$167,845.21**	**$168,017.11**	**$168,017.11**	**$167,845.21**

CITY OF BRAINERD ENGINEERING
501 Laurel Street
Brainerd, MN 56401
Project No. 19-03
Final Pay Request No. 1

19-03 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
2019 Chip Seal Project									
1	2021.501	MOBILIZATION	LS	$12,500.00	1	1	$12,500.00	1	$12,500.00
2	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	$2.00	14130	13755	$27,510.00	13755	$27,510.00
4	2356.504	BITUMINOUS SEAL COAT	S Y	$0.72	79258	79258	$57,065.76	79258	$57,065.76
3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	$2.35	27741	27987	$65,769.45	27987	$65,769.45
5	2563.601	TRAFFIC CONTROL	LS	$5,000.00	1	1	$5,000.00	1	$5,000.00
					Totals For 2019 Chip Seal Project:		**$167,845.21**		**$167,845.21**
					Project Totals:		**$167,845.21**		**$167,845.21**

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Engineering Services for City-Wide Hydrologic and Hydraulic Modeling

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

During discussions held with the Council about a City-Wide Stormwater Retrofit Analysis, staff eluded for the need to obtain a city-wide hydrologic and hydraulic model created at the same time that the retrofit analysis was taking place. The City has contracted with HRGreen to provide the retrofit analysis and has been provided funding from the Mississippi Headwaters Board and Minnesota Technical Service Area 8. The City share of the retrofit analysis is anticipated to cost $10,000 - $20,000 in 2020, and the budget is being formulated to reflect that.

Alternatives, Options, Effects on Others/Comments:

A hydrologic and hydraulic (H & H) modeling study would provide the City with an opportunity to assess the current system's capacity. As our infrastructure continually ages, updates to the current system are critical along with scheduling needed repairs. Additionally, a majority of the storm sewer systems across the state have been designed to historic precipitation patterns that have changed dramatically over the years, and more intense storms place demands on the system that may be beyond the current capacity. The model will provide the City to assess the current capacity, identify strategic updates to the system and align them with street projects, plan maintenance activities, and allow for analysis of future development. The model looks at the system from a holistic perspective, rather than a case-by-case basis. This model will be a key tool for asset management and future forecasting. In recent years, the Minnesota Stormwater Coalition, which represents city concerns related to stormwater compliance to the Minnesota Pollution Control Agency, the Department of Natural Resources, the Board of Soil and Water Resources, and other agencies have highly recommended that all MS4 cities within the state get these models completed. A retrofit analysis and an H&H Model are different in that a retrofit analysis identifies specific projects in which major or minor stormwater improvements could take place and identifies what projects would be the most cost beneficial for the criteria set forth while an H&H model identifies capacity deficiencies and areas that are in need of upgrading due to undersized conditions based from a city-wide perspective. Because HRGreen is providing the City with the services related to the retrofit analysis, staff asked them for a proposal for the H&H model, as much of the same information that is being shared for the retrofit analysis can be used for the modeling activities. The total for the proposed study as indicated in the proposal is $57,750 - $68,250.

Recommended Action/Motion:

Staff recommends approval of the attached proposal and scope of services and budgeting for the expense in 2020 out of storm sewer fund 238.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ $57,750 - $68,250

Is this budgeted? ☐ Yes ☑ No

Please Explain: This is not currently budgeted, but if authorized, would be placed in the storm sewer fund 238 budget for 2020.

HRGreen

2550 University Avenue West | Suite 400N | St. Paul, MN 55114
Main 651.644.4389 + **Fax** 651.644.9446

HRGREEN.COM

9 September, 2019

Paul Sandy, City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: Engineering Services for City-Wide Hydrologic and Hydraulic Modeling

Dear Mr. Sandy,

In response to your request at our May 5th, 2019 meeting, we are pleased to present you this letter outlining a proposed scope and fee to create a city-wide hydrologic and hydraulic (H-and-H) model of Brainerd's stormwater infrastructure.

Currently, the City of Brainerd (City) manages its stormwater infrastructure for compliance with its municipal MS4-NPDES permit and to provide drainage to mitigate risks of flooding and property damage. Though there is understanding of the makeup of this system, no current, comprehensive model exists to empower the City to optimize its system or to inform asset management planning. Having this type of tool becomes more important as infrastructure ages and scheduling repairs and updates is critical to the effective functioning of the system. In addition, the majority of the stormwater infrastructure was designed for historic precipitation patterns that have dramatically changed in the past 30-40 years, with more intense storm events placing demands possibly beyond current capacity. An H-and-H model of the built system will provide the City the opportunity to assess the system's capacity, identify strategic updates to improve performance, plan needed maintenance, and allow for analysis of future development. Such a model can be the foundation from which all stormwater planning, asset management and future forecasting is made, enabling the City to plan its CIP more efficiently.

The following presents a brief overview of HR Green's technical capabilities and a proposed scope of services and cost estimate for the development of an H-and-H model for the City of Brainerd.

HR Green is a proven leader in municipal stormwater infrastructure modeling and optimization

HR Green specializes in the development of municipal H-and-H modeling. We are known throughout the Midwest for the quality of our urban stormwater modeling and have developed models for cities across Minnesota, Iowa, Missouri and Illinois. We regularly work with municipalities on flooding issues, infrastructure upgrades, and infrastructure optimization. In Minnesota, we have recently completed:

- A 2D-XPSWMM model for the Fairview Storm Sewer Trunk System in Roseville;
- A 2D-XPSWMM model for the City of Newport;
- A 2D-XPSWMM model for the City of St. Paul Park;
- An XPSWMM and Optimatics analysis of the Southwest Harriet watershed in Minneapolis; and
- A HydroCAD model for Frogtown Park and Farms in St. Paul

Case studies of these projects are provided with this proposal and outline the primary issues the work addressed, the scope of work, deliverables, and project benefits. Each of these projects addressed common urban stormwater challenges that cities like Brainerd experience. The modeling projects helped the cities identify the drivers of existing and potential future drainage issues as well as system optimization upgrades to inform CIP development and phased implementation. Many of these

projects also incorporated results from stormwater water quality retrofit analyses, as was proposed to Brainerd on May 15th, 2019 by HR Green (presented at City Council on May 20th) to provide integrated planning.

Proposed Scope of Services

The following Scope of Services is presented as a general outline of activities associated with developing an existing conditions H-and-H model. Final scope, schedule, associated fees and work plan may be modified during Task 1, below.

1. Project Management

Description of Services: Facilitate stakeholder involvement and coordinate engineering services. Complete general project management tasks including invoicing, organizing team meetings and scheduling.

Roles

- HR Green – Project Management; meeting facilitation
- City – Active attendance at meetings

Scope

- Manage team partners (City Staff-HR Green Staff), scope, schedule, fee and finances
- Coordinate with Paul Sandy, City Engineer
- One, two-hour kickoff meeting with the City to discuss storm sewer data and discuss areas of concern
- Two, half-hour internal team meetings

2. Data Collection and Assessment

Description of Services: Compile and review data including, but not limited to, existing storm sewer data, existing best management practices (BMPs) and storage facilities (if any), and existing stormwater models for existing facilities.

Roles

- HR Green – Data acquisition, collaboration with City and other entities; meeting facilitation
- City – Active attendance at meetings, coordination with partners and provision of data

Scope

- Data collection
  - Data provided by the City
    - Available GIS and AutoCAD data of existing storm sewer
    - Known ponding and problem locations
    - As-built maps of existing infrastructure including but not limited to storm sewers, culverts and BMPs
  - Data obtained by HR Green
    - GIS, CAD and as-built data
    - LIDAR information within the project area
    - NRCS soil data
- Model input parameter calculations
    - Surface slopes
    - SCS Curve Number values based on land use
    - Travel time
    - Flow accumulation
    - Flow direction

- Gap Analysis
  - Review information collected from the City and other entities for development of the XPSWMM model. Identify gaps in required information. Review and discuss data resolution or quality issues with the City.
- Field Survey
  - Conduct a limited field survey and field investigation to fill gaps found in the previous steps.

Assumptions

- City will provide data that is generally adequate to model the existing systems with minimal required survey
- Any required survey information that is not available within the information provided by the City and separate entities (e.g., County, MNDOT) will be identified by HR Green during the gap analysis.
- Up to a maximum of 16 hours of field survey (one HR Green Survey Crew Chief and one additional junior staff) is included for minor field survey and verification of storm sewers, culverts and best management practices.

3. Develop Existing Conditions Hydrologic and Hydraulic Model

Description of Services: Develop a H-and-H model for the project area including the existing storm sewer system and surface topography.

Roles

- HR Green – Model development
- City – Model results review and verification

Scope

- Develop 2D-XPSWMM model
- Model the 2-, 5-, 10- and 100-year return period 24-hour storms.
- Share existing model results, including identified areas of surface ponding, with the City for review. Any comments from the City will be reflected in the final model.
- Calibration of model via either existing flow monitoring data or by City review of known, historic storm events and system response (e.g., known flooding locations).
- One, one-hour meeting with City to discuss modeling results

Assumptions

- No previous storm water modeling has been completed in these areas. Any existing data or models received by City will be forwarded to HR Green.
- Trunkline storm sewer systems will be modeled. Individual inlet laterals will not be included, but can be added at a later date.
- 10-year tailwater conditions for the Mississippi River will be used to determine effects on the storm sewer systems. Mississippi River tailwater elevations will be obtained from the FEMA Flood Insurance Study. Assessment of the FEMA 100-year floodplain will not be included in this project.
- Meeting with the City to review and confirm existing ponding locations will serve as the model's calibration

4. Technical Memo & Data Export

Description of Services: Export XPSWMM data into City's preferred ArcGIS format and create exhibits. Prepare technical memo detailing modeling processes and results. Identify areas of concern; however, no conceptual best management practice or system modification/optimization designs will be completed in this phase of modeling.

Roles

- HR Green – Develop technical memo including expected surface ponding figures; meeting facilitation.

- City – Review technical memo and provide comments within 2 weeks of submittal.

Scope

- Data Export: Export and deliver to the City relevant data in a format defined by the City.
- Technical Memo: Prepare summary of modeling effort including data used, known data gaps, assumptions, exhibits, and discussion of known and identified infrastructure problem areas.
- Incorporate City's comments into final electronic copy of the Technical Memo with figures

Assumptions

- Submit draft technical memo to the City for one round of review and comments.

Estimated Budget

Budget associated with the above scope of services is highly dependent on the total linear miles of stormwater infrastructure within the City, the level of modeling detail desired by the City, the amount and quality of existing data, the quantity of new data to be collected, and the amount of staff time the City can provide as a valued team member. Therefore, HR Green will work with the City in final scoping and budgeting, during Task 1, to find the optimal level of detail balanced with budget.

The above scoped items are expected to range from **$57,750 - $68,250**, depending on the level of effort required as discussed above.

On behalf of HR Green, I thank you for the opportunity to present this proposal. We are all very excited to work with you to add the value that a robust H-and-H model can bring to the City of Brainerd.

Sincerely,

HR GREEN, INC.

Shawn Tracy
Lead Scientist

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: NW 3rd Street and Jackson Street Letter Report

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

With the upcoming NW 4th Street joint project with Crow Wing County, some of the preliminary conversations with property owners in the area have been around the improvements to NW 3rd Street and Jackson Street in NW Brainerd behind Walgreens. Most of the conversations have been around assessments and what the City intends to do in regards to assessments if these two streets were to be improved.

Alternatives, Options, Effects on Others/Comments:

Upon consultation with the City Attorney, staff feel that doing the same thing that we did on Buffalo Hills Lane would help to give us direction on the assessments for the two proposed street improvements. Staff reached out to Nagell Appraisal and Consulting to perform a letter report for the two streets behind Walgreens. The letter report is a preliminary opinion of market benefit to properties for a proposed project. The report is used to guide and assist the City for special assessment determination for the proposed street improvement. The report is not an appraisal, but gives a general range of market benefit in the proposed project and assessment area. The scope consists of drive-by viewing of the subject properties, noting physical and economic factors that could affect the properties, comment on market benefit based on observations and previous similar appraisals, experience, and market information, and provides a general range of benefit for all the properties in the subject area. Staff believes that this report would be of great benefit to the project, and should help to provide the residents of the area some assurance that the City is doing its due diligence in regards to the assessments and impacts to the neighborhood. The total cost of the letter report as quoted is $1,200, in which will become part of the total project costs. If the City wants additional services after the report, their hourly billing rate is $150/hr.

Recommended Action/Motion:

Staff recommends approval of the attached quote from Nagell Appraisal and Consulting at the cost of $1,200.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ xxxx

Is this budgeted? ☐ Yes ☑ No

Please Explain: Funds would come from Construction fund 401 and become part of the costs of the project.

NAGELL APPRAISAL & CONSULTING

12805 Highway 55
Plymouth, MN 55441
Established in 1968

Minneapolis: 952-544-8966
Fax 952-544-8969

Client: City of Brainerd
Attn: Paul Sandy, PE, City Engineer
501 Laurel Street
Brainerd, MN

October 1, 2019

RE: A letter report regarding the special benefit if any for a street improvement project.
1) NW 3rd Street & Jackson Street Improvements

Dear Paul:

Thank you for your interest in obtaining services regarding the project above. Per our conversation, you indicated a preliminary opinion of market benefit if any to the properties in the project area.

Report Use: The report use is to assist the city for guidance regarding special assessment determination for the proposed street improvement project. Per your request we will consider segmenting the properties based on property characteristics (e.g. location) and the benefit (if any) to those properties as it relates to the road project.

Value Type: This report is not an appraisal, but rather provides a preliminary letter giving a general range of market benefit if any for properties like those in the project area.

Property Description: Residential & Commercial properties that use and/or adjoin the proposed project.
Contact for access, Not necessary.

Scope of Report: (1) Drive by viewing of the subject properties and view the neighborhood. (2) Note the physical and/or economic factors that could affect the properties. (3) Comment on market benefit if any based on observations of the market. (4) Provide a general range of benefit if any for properties like those in the project area. No specific sales data will be collected for this assignment. The general market comments are based on past appraisals, experience and market information.

Report Format: A **Letter Report** will be used. It has short statements and descriptions including appropriate photos, maps and exhibits are included. *A PDF copy of the report will be provided.*

Fee: The fee is **$1,200**. Any meetings, owner contact, appraisal reports, any discovery, preparation and testifying would be extra and billed at $150 per hour. Client named above is responsible for payment in a timely manner. Ethan C. Waytas, MAI will co-sign report.

Due Date: The report can be completed in **4-weeks** from signed confirmation. Let me know if you need it sooner.

Information needed by the appraiser: Feasibility report, maps and description of before and after conditions of the road project.

Our company has 11 employees and has been in business since 1968 and has sufficient knowledge, experience, education, resources and contacts to competently complete this assignment. Neither the employment to make this report, nor the compensation for it, is contingent upon the findings. If you agree to the above terms, please sign below and return by fax or mail. If you have any additional questions, please do not hesitate to contact me.

Sincerely,

William R. Waytas, SRA, CRP
Certified General 4000813, MN

Signature_____

Date_____

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Transit Package Policy

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering/Transit
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

At the Transportation Advisory Committee on September 9, 2019, an agenda item discussing the bag limit policy and the ability to add a suspension clause for habitual abuse or disregard for the policy ensued.

Alternatives, Options, Effects on Others/Comments:

The current policy reads:

"2.3.5 Packages: Riders may bring up to four paper grocery-size bags or the equivalent. Items carried on to the bus such as groceries, packages, backpacks etc., must remain with the passenger at all times and may not obstruct the aisle or wheelchair securement areas. Drivers are allowed to carry a total of two packages. Passengers/Companions are expected to assist the passenger and/or the driver with packages."

There was discussion and a motion carried to add at the end of the policy "Abusers of this policy will receive a written warning and then are subject to suspension of transit services for 30 days"

Recommended Action/Motion:

Staff recommends approval of this amendment to Policy 2.3.5 Packages.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: City Hall Annex Roof Evaluation and Drivers License Lease 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 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 10 Minutes

Summary of Issue:

Upon the discussions about the City Hall Annex and the Drivers License Office lease, City staff, WSN, and Thelen Heating and Roofing did a thorough examination of the City Hall Annex building roof structure and materials and would like to provide this information to the City Council.

Alternatives, Options, Effects on Others/Comments:

During the facility study, WSN was provided information that the roofs on the Annex and covered parking were replaced in 2005. Upon further investigation into the old building files we found the warranty for the roof placed in 2005, and that the only roofs that were done in 2005 was the lower annex roof and the covered parking garage. These roofs have 10 year warranties. The upper roof of the annex, from the information we can find, was last replaced in 1989, which is past its life expectancy for an EPDM roof. This would make the lower roofs of the annex and covered parking a low priority, and the upper roof of the annex a high priority, as it is past its effective useful life and has a few areas of active water intrusion. WSN did a thorough investigation of the roof joist and existing roof deck sheeting, and the report from the structural engineer can be seen attached. The conditions verify that the joists and roof deck are in good condition. Past and current roof leaks have not been of duration or magnitude to have caused fiber deterioration of the wood joists or cause for the structural capacity of the roof to be compromised. Pictures can also be seen attached. Thelen Roofing was also on site and did a core sample of the upper annex roof, and found that the roofing material to be compromised, and the underlying insulation between the EPDM layers to by moist, thereby solidifying that the roof on the annex is past its useful life expectancy. Staff has outlined the options available to the City Council below based upon all of this information.

Recommended Action/Motion:

1. Do nothing
2. Patch the active water intrusion areas. May buy a couple of years, but will most likely continue to leak now that the underlying insulation is compromised and rotting. Approximately $2,000 per 4'x4' patch. Two known active water leaks in the roof currently that can be seen underneath from ceiling tiles. May be more that are unseen.
3. Re-do roof and insulation based upon the quote of $39,800 from Thelen. This option is the long term fix by removing existing roofing, installing new 5/8" plywood and flashing on parapet walls, installing new 2" insulation and EPDM membrane system, new warranty, and permit.

In all three cases, staff is comfortable with the Drivers License Office staying in the building now that we know the structural capability of the building is not compromised under the assumption that something is done with the roof system, either short term with a long term solution down the road or doing the long term solution now. The lease amendment is attached for council review is approved tonight.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ Depends on Choice

Is this budgeted? ☐ Yes ☑ No This item is not currently budgeted for.

Please Explain:

MEMO

WIDSETH SMITH NOLTING

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidsethSmithNolting.com

Date: September 20, 2019
To: **Paul Sandy**
From: Mark Hallan
Cc: Mike Angland
Project Name: Brainerd Facility Study
Project No.: 0280B0406.001 (2019-10450)
Subject: **Annex Roof Framing**

This morning WSN completed partial removal of the existing gypsum, wire-mesh, lath, dimensional lumber ceiling between two ceiling joists to allow observation of the ceiling joists and roof joists above. The ceiling was removed in the second-floor northeast room where water damage to the gypsum ceiling was present.

Ceiling joist are 2x10 dimensional lumber at 16" on center and span from the exterior wall to the center partition support wall. Roof joists are 2x8 dimensional lumber at 16" on center spacing and also span from the exterior wall to the center partition wall. A short knee support wall was constructed between these two sets of joists above the center partition wall to provide support for the roof joists at this location. The vertical distance between ceiling and roof joists is a nominal 2 feet but varies to provide roof slope.

Roof deck directly on the roof joists is dimensional lumber, spanning east/west perpendicular to the roof joists. A bituminous/tar material was observed sagging into the attic space at some of the joints between the roof deck dimensional lumber/boards.

Underside of the roof deck had areas present where the wood surface was discolored by moisture sometime in the past. This condition is likely due to the original roof being attached to the roof deck with no insulation/thermal break. Condensation likely formed on the underside of the wood deck due to temperature differentials and caused the discoloring. Wood roof deck was checked with a sharp knife at discolored areas that could be reached and wood fiber was found to be solid in the dimensional lumber roof decking.

Both roof and ceiling joists around the access area were observed to be sound and dry. No discoloration or fiber damage was observed to the wood framing members from past or current roof leaks. The attic space was very dry, and a sneeze caused the wood/sawdust insulation to become airborne and impact picture quality.

Based on the conditions observed at the access hole location the existing roof deck, joists and ceiling joists are in very good condition. Past and current roof leaks have not been of durations/magnitude that has caused fiber deterioration of the wood joists and impacted the structural capacity of the wood joist members.

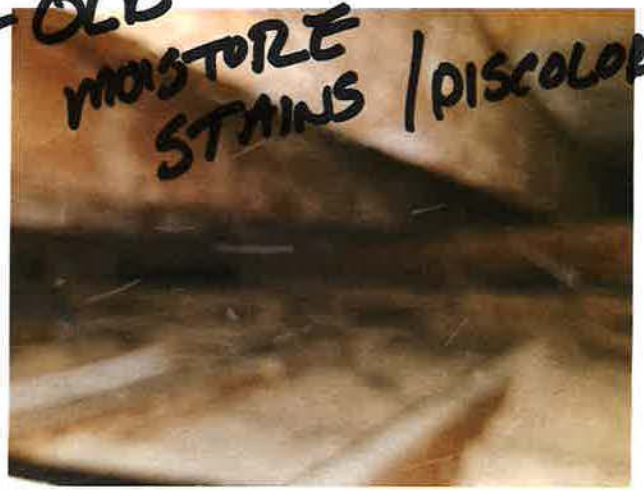
Photo sheets (2) attached.

KNEE WALL

2x10 JOISTS
CEILING

BIT/TAR

BIT/TAR


OLD MOISTURE STAINS / DISCOLORES

SHEET 2 OF 3

KNIFE INTO ROOF DECK ≈ 1/8"

SHEET 3 OF 3

THELEN HEATING & ROOFING INC.

Proposal

To: Widseth Smith Nolting
7804 Industrial Park Road
Baxter, MN 56425
Attn: Mike Angland

Date: September 19, 2019
Phone #: 218-316-3608

Project: City of Brainerd annex. building upper roof replacement

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We hereby propose to furnish and install:

- Remove and dispose of existing roofing materials
- Remove metal flashing from parapet caps and walls
- Install new 5/8" plywood on parapet walls
- Provide and install new 2" Versico insulation
- Provide a new Versico fully adhered 60 mil EPDM membrane system
- All seams and penetrations to be flashed and sealed water tight
- Provide new Firestone metal cap flashing
- Warranty
- Permit

Total: $39,800

**Any decking/insulation that has been water damaged will be brought to the owners' attention and repaired upon approval as an added cost at a Time & Material basis. Water damaged materials must be repaired prior to new roofing system or warranty will be void.

Payment to be made as follows: NET 20 DAYS – INTEREST RATE ON DELINQUENT INVOICES 1.5% PER MONTH – 30 DAYS
All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control unless otherwise specifically set out above, owner agrees to procure and maintain his own fire and extended coverage, vandalism and malicious mischief insurance in an amount equal to present value of the premises plus the completed value of the contemplated improvements. Owner and contractor each hereby release the other from all liability for loss or damage to his property or property in which he may have an interest, where such loss is caused by fire or any of the extended coverage hazards and arises out of, or relates to the premises above described.

Authorized Signature Steve Isle
Steve Isle- Roofing Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days

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Acceptance of proposal

The above prices, specifications and conditions are satisfactory and hereby accepted; you are authorized to do the work as Specified. Payment will be made as outlined above.

Signature(s): _____

Accepted Date:_____

AN EQUAL OPPORTUNITY EMPLOYER
1717 THIRTEENTH STREET SOUTHEAST • BRAINERD, MN 56401
218 - 829-1491 • FAX 218 - 829 - 2059

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. **3**

Lease No. **11934**

THIS AMENDMENT No. 3 to Lease No. 11934 is made by and between the City of Brainerd, hereinafter referred to as Landlord and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11934, dated September 27, 2012, as may subsequently be amended, involving the lease of approximately one thousand eighty four (1,084) usable square feet of office space in the building located at 213 5th Street South, Brainerd, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11934 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of three (3) years, commencing November 1, 2019 and continuing through October 31, 2022 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

   2.1 Rent Payment Tenant shall pay Landlord rent for the Renewal Term in the sum of fifty thousand one hundred twenty four and 24/100 dollars ($50,124.24) according to the rent schedule set forth below:

LEASE PERIOD			SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
11/1/19	-	10/31/20	1,084	$14.96	$ 1,351.39	$ 16,216.68
11/1/20	-	10/31/21	1,084	$15.41	$ 1,392.04	$ 16,704.48
11/1/21	-	10/31/22	1,084	$15.87	$ 1,433.59	$ 17,203.08
					TOTAL	**$ 50,124.24**

2.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Accounts Payable
Department of Public Safety
445 Minnesota St # 126
St Paul MN 55101-5126

2.3 Rent Payment Address Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

City of Brainerd
City Hall
501 Laurel St.
Brainerd, MN 56401

3. HEATING AND COOLING

3.1 Deletion Section 11.4 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 3.2.

3.2 Replacement Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

a. From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during non-working hours.

b. From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature settings will be increased to 85°F during non-working hours.

4. VENTILATION AND ENVIRONMENTAL QUALITY

4.1 Deletion Section 11.6 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 4.2.

4.2 Replacement

a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating,

Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:

(i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**

(ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.

c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.

d. Landlord shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

5. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

6. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
CITY OF BRAINERD
Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By_____

Title_____

Date_____

By_____

Title_____

Date_____

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By_____
Real Estate and Construction Services

Date_____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By_____

Title_____

Date_____

Date_____

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

By_____

Date_____

SWIFT P.O. _____

Contract No._____

STATE OF MINNESOTA

LEASE

LEASE NO. **11934**

THIS LEASE is made by and between City of Brainerd, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Brainerd, County of Crow Wing, Minnesota 56401:

   approximately one thousand eighty four (1,084) usable square feet of office space, as shown on the floor plans attached hereto as Exhibit A on the main floor of the building known as City Hall ("Building") located at 213 5th Street South.

2. **USE** LESSEE shall use and occupy the Leased Premises only for driver exam station and office space and related activities.

3. **LEASE TERM** The term of this Lease is five (5) years, commencing November 1, 2012 and continuing through October 31, 2017 ("Lease Term").

4. **USABLE SPACE MEASUREMENTS**

   4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.

   4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

4.3 Exclusions and Deductions Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Premises of four (4) square feet or more is deducted.

5. **RENT**

5.1 Rent Payment In consideration for the covenants, representations and conditions of the Lease, LESSEE shall pay LESSOR rent for the Lease Term in the sum of seventy two thousand five hundred nineteen and 60/100 dollars ($72,519.60) payable in equal monthly payments of one thousand two hundred eight and 66/100 dollars ($1,208.66), a gross annual rate of $13.38 per usable square foot .

5.2 LESSOR agrees to mail or personally deliver to LESSEE all original bills and rental statements as follows

Accounts Payable
Department of Public Safety
444 Cedar St Ste 126
St Paul MN 55101-5126

5.3 Rent Payment Address In the event Lessee mails rent payments, LESSEE shall mail or deliver the monthly rent set forth above at the end of the applicable calendar month to LESSOR at the following address:

City of Brainerd
City Hall
501 Laurel St
Brainerd MN 56401

5.4 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

6. **PARKING** LESSOR shall provide off-street surface parking as available for the use of LESSEE, its invitees, licensees and guests. It is understood by LESSOR and LESSEE that there is no additional rent payable for parking provided in this Lease.

7. **TERMINATION**

7.1 Funding In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days prior written notice to LESSOR.

7.2 Statute Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days prior written notice by LESSEE to LESSOR, for any reason except lease of other non-state-owned land or premises for the same use.

7.3 Any Reason Notwithstanding Clauses 7.1 and 7.2 above, this Lease may be terminated by either party for any reason at any time upon providing thirty (30) days prior written notice to the other party.

8. **SURRENDER OF LEASED PREMISES** LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

8.1 Personal Property Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.

8.2 Alterations, Additions and Improvements

a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of LESSOR, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE.

b. If requested by LESSEE and upon prior approval of LESSOR, LESSEE may remove any alteration, addition or improvement as set forth in Clause 8.2 a., above.

c. Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises unless LESSEE, in its sole discretion, elects to remove said cabling.

9. **TELECOMMUNICATIONS**

9.1 Building Access The Building's telephone/cable size must be large enough to provide access for the telephone company's facilities. If the entrance size does not meet the requirements for access by the telephone company's facilities, LESSOR shall, at its expense, ensure that these requirements are met.

9.2 Minimum Point of Presence (MPOP)/Intermediate Distribution Frame (IDF)

a. LESSOR shall establish and identify the location of the MPOP for service provided by the telephone company.

b. LESSOR shall provide all required cable from the MPOP to the telecommunications panel (IDF) on the floor of which the Leased Premises are a part for present and future requirements (2 pair from the MPOP to the IDF for each work station).

c. LESSOR shall provide LESSEE access to the Building-grounding electrode.

d. LESSOR shall remove all cable/wiring that does not meet applicable building code.

9.3 Station Wiring/Cable Access LESSOR shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the IDF (telecommunication panel/closet/room) to each station on the floor. The subsystem could be made up of any one or parts of the following:

a. Under floor duct system (e.g., walker duct system).

b. Conduit.

c. Suspended ceilings.

d. Raised flooring.

e. Power poles.

9.4 All voice and data cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises upon expiration or termination of this Lease, unless LESSEE elects to remove said cabling.

10. **LESSEE'S ALTERATIONS**

10.1 In the event LESSEE desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at LESSEE'S expense, LESSEE shall not make such Alterations without the advance written consent of LESSOR, which LESSOR shall not unreasonably withhold. Alterations shall be approved by and arranged through LESSOR as follows:

a. Upon LESSEE'S request, LESSOR shall provide LESSEE up to three (3) written cost estimates from LESSOR'S vendors for desired Alterations. LESSOR or

LESSOR'S agent/management company shall not include supervision fees as a part of the cost of Alterations.

b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:

(i) Alterations totaling $1,000.00 or less shall be set forth in and authorized by LESSEE in LESSEE'S signed Purchase Order which shall be submitted to LESSOR.

(ii) Alterations totaling $1,000.01 through $5,000.00 shall be set forth in and authorized by LESSEE in a signed Remodeling Request Memo, which shall be submitted to LESSOR.

(iii) Alterations of $5,000.01 or more shall be set forth and authorized by LESSOR and LESSEE by way of an executed Amendment to the Lease.

10.2 Upon completion of said Alterations, LESSOR shall pay the appropriate vendor(s), and LESSEE shall reimburse LESSOR within thirty (30) days following receipt of a detailed invoice from LESSOR.

11. **DUTIES OF LESSOR** LESSOR shall, at its expense, provide the following:

11.1 Management

a. LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

b. LESSOR shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

11.2 Utilities LESSOR shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

11.3 Electrical Service LESSOR shall provide adequate electrical service to the Leased Premises to accommodate LESSEE'S needs and the Building of which the Leased Premises is a part.

11.4 Heating and Cooling

a. The Leased Premises shall be served by heating and cooling facilities of a sufficient design capacity to maintain the Leased Premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by LESSEE of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the Leased Premises. LESSOR shall provide LESSEE with written instructions defining said optimal use.

b. For purposes hereof, the acceptable space temperature settings for various leased space are as follows:

(i) Heating temperatures will be set at the following maximum temperatures:

- 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
- 65°F to 67°F for all lobby, corridor and restroom areas.
- 60°F to 62°F for all building entrances, storage areas and tunnels.
- Temperature settings for all the above referenced spaces must be lowered to 60°F to 62°F during non-working hours.
- 55°F for all unoccupied spaces.
- 55°F for all vacated spaces.

(ii) Cooling temperatures will be set at the following minimum temperatures:

- 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.
- Temperature settings for all the above referenced spaces will be increased to 85°F during non-working hours.

(iii) Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

11.5 Relative Humidity LESSOR warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.

11.6 Ventilation and Environmental Quality

a. LESSOR shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2007, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:

(i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.1-1992, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**

(ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2-1999, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, LESSOR shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.1-1992, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2-1999, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, LESSOR shall change the filters at least two (2) times per year or more often as required.

c. It is understood by LESSOR and LESSEE that no wall covering will be installed around pipe chases.

d. LESSOR shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

11.7 Lighting

a. LESSOR shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).

b. LESSOR shall re-lamp ceiling light fixtures and replace light ballasts as needed.

11.8 Restrooms LESSOR shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom.

11.9 Janitorial Service LESSOR shall provide janitorial services and supplies to the Leased Premises and common areas of the Building as needed.

11.10 Trash and Recycling Services

a. Trash Removal LESSOR shall, at its expense, provide trash disposal services.

b. Recycling Services

(i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), LESSOR shall provide space for recyclable materials.

(ii) LESSOR shall, at its expense, provide recycling services, including, but not limited to, the following:

(a) Provide all recycling containers, either individual containers at each workstation/office and/or centralized containers throughout the Leased Premises;

(b) Recycle glass, paper, plastic, aluminum cans, mixed paper, cardboard; and

(c) Empty the centralized recycling containers and return of the recycling containers to the Leased Premises.

11.11 Sustainable Building Guidelines LESSOR agrees, when feasible, to follow the State of Minnesota Sustainable Building Guidelines (www.msbg.umn.edu) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by LESSOR, in its sole discretion, and consider such factors as long term costs and benefits over the term of the lease, performance, aesthetics, material/labor availability and impact on Building valuation.

11.12 Fire Safety LESSOR shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.

11.13 Common Areas LESSOR shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

11.14 Landscaping/Grounds Maintenance LESSOR shall, at LESSOR'S expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:

a. Grass cutting, weed control and tree trimming as necessary with annual shrubbery trimming;

b. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.

c. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.

11.15 Snow Removal LESSOR shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 7:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 7:30 a.m., LESSOR will make every effort to complete the snow removal as soon as possible.

11.16 General Maintenance and Repairs

a. LESSOR General Responsibility LESSOR, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of said improvement or equipment was borne by LESSEE.

b. Exceptions to LESSOR Responsibility LESSOR shall not be responsible for repairs upon implements or articles which are LESSEE'S personal property, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE which is beyond normal wear and tear.

11.17 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

a. LESSOR shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by LESSEE.

b. LESSOR shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).

c. Air Conditioning Cooling Equipment Maintenance:

(i) Primary fresh air cooling system All interior surfaces of the ductwork within five (5) feet downstream and five (5) feet upstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed in March or April and in September or October of each year. If fiberglass interior liners are located within five (5) feet upstream and downstream of the cooling coils, LESSOR shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

(ii) Secondary cooling system, such as heat pumps All interior surfaces of the ductwork within two (2) feet downstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed at least once in every two (2) year period. If fiberglass interior liners are located within two (2) feet downstream of the cooling coils, LESSOR shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

11.18 Delivery of Leased Premises LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.

11.19 Quiet Enjoyment LESSEE shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.

11.20 Taxes and Assessments LESSOR shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.

11.21 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with said property.

11.22 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or

regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said service.

11.23 Pest Control LESSOR shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.

12. DUTIES OF LESSEE

12.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.

12.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.

12.3 Assignment/Sublease LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.

12.4 LESSEE shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

13. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenantable or LESSEE is unable to conduct its business, the rent payable hereunder shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to tenantable condition. LESSOR will provide immediate verbal notice and thirty (30) days written notice to LESSEE from the date of the damage, of LESSOR'S intentions to restore, or not restore the Leased Premises.

14. INSURANCE

14.1 Property Damage It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom such party may be responsible.

14.2 Liability LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible

for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

15. **BUILDING ACCESS AND SERVICES**

15.1 LESSOR shall provide Building access and services to the Leased Premises from 8:00 a.m. to 4:30 p.m. Monday through Friday.

15.2 LESSOR shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of LESSEE.

16. **NEW LESSOR** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE'S "Transfer of Ownership of Lease" document shall be executed by the parties hereto in order that the State of Minnesota Management and Budget is provided with authorization to issue payments to a new party.

17. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expenses paid by LESSEE to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or LESSEE shall have a specific right to set off any such amounts due from LESSOR against any rent payments or other amounts due under this Lease. In the event LESSEE elects to terminate this Lease, said termination shall not limit LESSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

18. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

19. **AFFIRMATIVE ACTION**

19.1 If the Lease amount exceeds $100,000 and the LESSOR employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or

in the state where it has its principle place of business, then the LESSOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. Rules Parts 5000.3400-5000.3600. A LESSOR covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

19.2 Minn. Stat. § 363A.36 Minn. Stat. § 363A.36 requires the LESSOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event.

19.3 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Clause

a. LESSOR shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. LESSOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. LESSOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c. In the event of LESSOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. LESSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state LESSOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. LESSOR shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that LESSOR is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human

Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

20. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.

21. **HAZARDOUS SUBSTANCES**

21.1 General

a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

b. LESSOR warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. LESSOR further agrees to indemnify and hold LESSEE (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of LESSOR'S installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

c. LESSOR represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased

Premises or the Building or land of which the Leased Premises is a part, LESSEE, at its option, may terminate this Lease with sixty (60) days written notice to LESSOR.

22. **SIGNAGE**

22.1 LESSEE shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for said signs has been secured from LESSOR.

22.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to LESSEE'S organization. Said signage shall be provided and installed at LESSOR'S expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.

22.3 LESSOR shall, at its expense, provide and install exterior signage identifying LESSEE. Said signage shall be of a design and at a location as mutually agreed upon by the parties.

23. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

24. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

24.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

24.2 Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

25. NOTICES

25.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 25.2 below.

a. when personally delivered to the addressee, or
b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
c. one (1) business day after deposited with an overnight courier service.

25.2 Mailing Addresses:

LESSOR:
City of Brainerd
City Hall
501 Laurel St
Brainerd MN 56401

LESSEE:
Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

EXHIBITS:

Exhibit A Floor Plan

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
CITY OF BRAINERD
LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.

By Thomas A. Hope

Title Interim City Administrator

Date 9-17-12

By James E. LeMaller

Title Mayor

Date 9-17-12

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
Real Estate and Construction Services

Date SEP 27 2012

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund

Title CFO

Date 9/13/12

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By Holly L. Kolm

Date 9/13/12

Contract No. 72455

PO# 3000000024

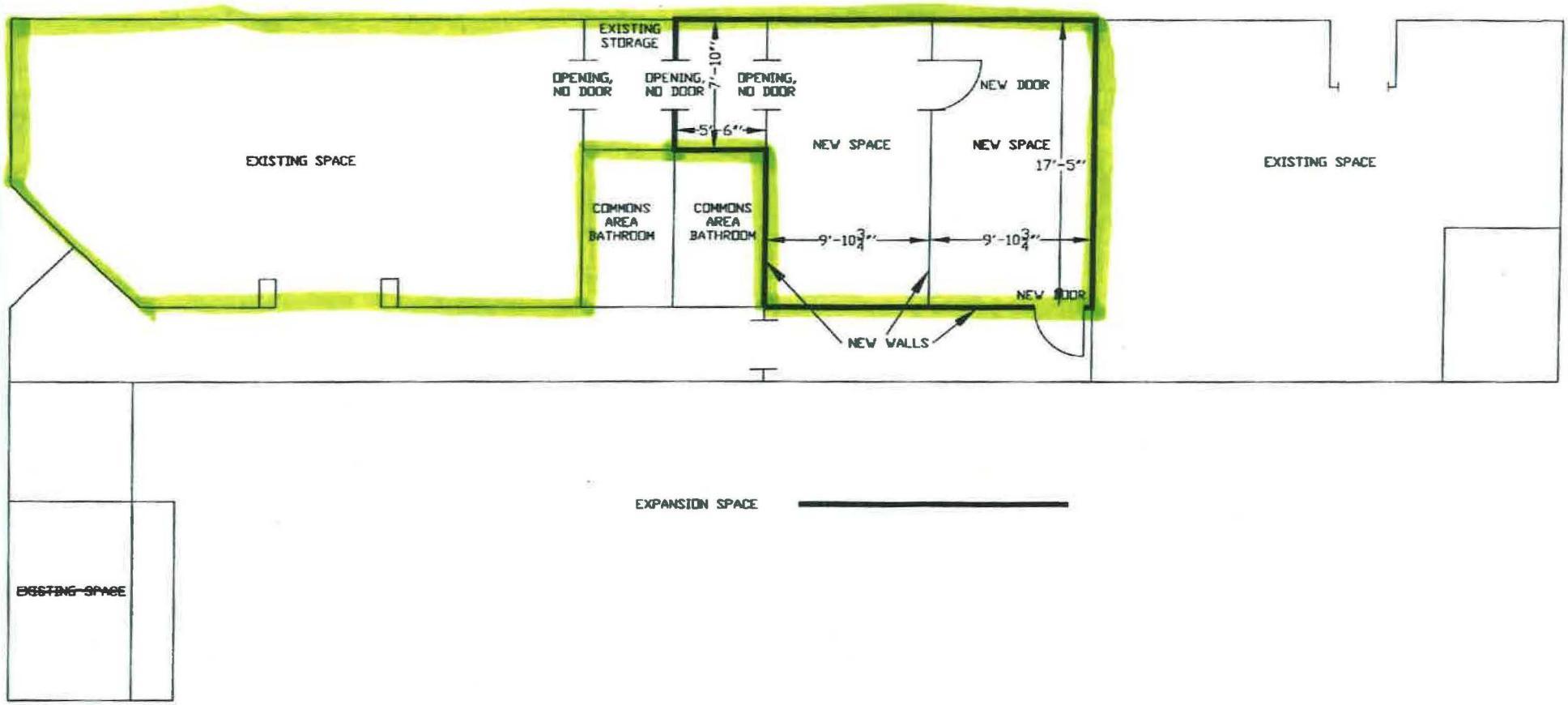

EXISTING STORAGE
OPENING, NO DOOR
OPENING, NO DOOR
OPENING, NO DOOR
7'-10"
5'-6"
NEW DOOR
NEW SPACE
NEW SPACE
17'-5"
EXISTING SPACE
EXISTING SPACE
COMMONS AREA BATHROOM
COMMONS AREA BATHROOM
9'-10¾"
9'-10¾"
NEW DOOR
NEW WALLS
EXPANSION SPACE
EXISTING SPACE

EXHIBIT A

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. **1**

Lease No. **11934**

THIS AMENDMENT No. 1 to Lease No. 11934 is made by and between the City of Brainerd, hereinafter referred to as Landlord (previously known as Lessor), and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (previously known as Lessee), acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11934, dated September 27, 2012, as may subsequently be amended, involving the lease of approximately one thousand eighty four (1,084) usable square feet of office space in the building located at 213 5th Street South, Brainerd, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11934 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of two (2) years, commencing November 1, 2017 and continuing through October 31, 2019 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

   2.1 Rent Payment Tenant shall pay Landlord rent for the Renewal Term in the sum of thirty one thousand four hundred ninety and 16/100 dollars ($31,490.16) according to the rent schedule set forth below:

LEASE PERIOD	SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
11/1/17 - 10/31/18	1,084	$14.38	$ 1,298.99	$ 15,587.88
11/1/18 - 10/31/19	1,084	$14.67	$ 1,325.19	$ 15,902.28
			TOTAL	**$ 31,490.16**

2.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Accounts Payable
Department of Public Safety
444 Cedar St Ste 126
St Paul MN 55101-5126

2.3 Rent Payment Address Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

City of Brainerd
City Hall
501 Laurel St
Brainerd MN 5640

3. REMODELING

3.1 Description Landlord shall provide the following labor and materials to the Leased Premise:

a. Repaint the public area and the space on the Leased Premises used for testing.
b. Replace carpet in the Leased Premises.
c. Insulate the lower portion of the northwest-facing windows in the reception area in the entrance hallway.
d. Install a new countertop for three workstations with electrical hookups using the design attached hereto as Exhibit A.
e. Replace all drop-in ceiling tiles in the Leased Premises.
f. Replace all window shades in the Leased Premises.
g. Re-lamp or replace all light fixtures.

3.2 Date of Completion Landlord agrees to complete said remodeling as soon as practicable, but not later than January 1, 2018.

4. OPTION TO RENEW

4.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of one (1) year, commencing November 1, 2019 and continuing through October 31, 2020 ("Option Period") at the same terms, conditions and rental rate as this Lease.

4.2 To exercise the above noted Option Period, Tenant must indicate in writing its intent to exercise said option no later than September 30, 2020.

4.3 Tenant shall pay Landlord rent for the Option Period in the sum of sixteen thousand two hundred sixteen and 68/100 dollars ($16,216.68) payable in equal monthly payments of

one thousand three hundred fifty one and 39/100 dollars ($1,351.39), a gross annual rate of $14.96 per usable square foot.

5. **TENANT'S ALTERATIONS**

5.1 Deletion Section 10 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 5.2 and 5.3.

5.2 Replacement In the event Tenant desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved by and arranged through Landlord as follows:

a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.

b. Alterations shall be documented and authorized in advance, as follows:

(i) Alterations totaling $2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.

(ii) Alterations totaling $2,500.01 through $8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.

(iii) Alterations totaling $8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

5.3 Upon completion of said Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

6. **UTILITIES REPORTING** At the end of each quarter without any request by Tenant, Landlord shall provide utility usage for any or all of the utilities, electricity, gas, sewer and water, during the timeframe and format as specified by Tenant.

7. **INSURANCE AND LIABILITY**

7.1 Deletion Section 14 of the Lease are hereby deleted and of no further force or effect and is replaced with the following Section 7.2.

7.2 Replacement

a. Property Damage

(i) It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection b, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

(ii) Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

b. Liability Subject to subsection 7.2(a) (ii) above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

8. **SUSTAINABILITY**

8.1 Landlord agrees if there is a facility within 50 miles of the Leased Premises and an available hauler, Landlord must provide, at its expense, containers at a central location for collection of organics for pickup by the hauler.

8.2 Quarterly (Calendar Year) Reporting At the end of each quarter without any request by Tenant, Landlord shall provide solid waste, recycling and composting disposal amounts, during the timeframe and format as specified by Tenant.

9. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

10. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

Exhibit A Countertop Design

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
CITY OF BRAINERD
Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title Mayor

Date 9/14/17

By _____

Title City Administrator

Date 9/14/17

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date 9/19/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBIC SAFETY

By _____

Title CFO

Date 9/18/17

Date _____

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

By _____

Date 15 SEPT. 2017

SWIFT P.O. 3000020460

Contract No. 22455

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2

Lease No. **11934**

THIS AMENDMENT No. 2 to Lease No. 11934 is made by and between the City of Brainerd, hereinafter referred to as Landlord (previously known as Lessor), and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (previously known as Lessee), acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11934, dated September 27, 2012, as may subsequently be amended, involving the lease of approximately one thousand eighty four (1,084) usable square feet of office space in the building located at 213 5th Street South, Brainerd, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11934 effective as of the date set forth herein.

1. **REMODELING**

   1.1 Deletion Section 3.2 of Amendment No. 1 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 1.2.

   1.2 Replacement Date of Completion Landlord agrees to complete said remodeling as soon as practicable, but not later than February 28, 2018.

2. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
CITY OF BRAINERD
Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____
Title Mayor
Date 12/20/17

By _____
Title City Administrator
Date 12/20/17

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBIC SAFETY

By _____
Title CFO
Date 10/30/17

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

By NA

Date NA

SWIFT P.O. NA

Contract No. NA

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: PH - 5-Year Street and Sewer CIP and Adoption Consideration

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☑ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☑ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 10-15 Minutes

Summary of Issue:

Pursuant the attached notice of hearing at the request of the City Council, staff would like to take this time to open a public hearing to hear testimony for or against the draft 5-year street and sewer capital improvement plan.

Alternatives, Options, Effects on Others/Comments:

Staff has compiled the feedback it has received in writing and has included it for review by the council. Also attached is the presentation that was presented at the September 2, 2019 City Council meeting.

Recommended Action/Motion:

Staff recommends opening the public hearing to hear testimony for or against the draft 5-year street and sewer capital improvement plan. Upon closure of the public hearing and discussion thereof, staff recommends adoption of the plan subject to any of the changes the City Council deems necessary.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

NOTICE OF HEARING ON 5-YEAR STREET AND SEWER CAPITAL IMPROVEMENT PLAN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 7, 2019 to receive feedback, comments, concerns or testimony for or against the City of Brainerd 5-Year Street and Sewer Capital Improvement Plan. Digital versions of the draft plan can be found at the following website: http://www.ci.brainerd.mn.us/509/5-Year-Capital-Improvement-Plan

Dated this 16 day of September 2019

Cassandra Torstenson
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 27, 2019

Att. City Engineer

I would like to suggest something should be done on Spruce Street. There are no side walks on either side of the street, and a lot of the Brainerd Client personal and residents use the street to walk in.

There are four large complexes, Brainerd Client, Oak Crest, Oak Crest II and the Re-hab House that exit onto Spruce Street making it a well used street. Also the curve by the Re-hab House can have cars parked on both sides of street as does the Oak Crest complex, making this a real road hazard. I think parking only on one side of the street would help. Also Spruce Street seems to get a lot of pot holes and it would be nice to get it resurfaced.

Sincerely,

Mrs. Robert Ryan

RECEIVED
SEP 05 2010
CITY OF BRAINERD
ADMINISTRATION

RECEIVED
AUG 26 2019
CITY OF BRAINERD
ADMINISTRATION

Donald W. Lahti
1501 South 8th Street, Apt. 25
Brainerd, MN 56401

August 24, 2019

City Engineer
501 Laurel Street
Brainerd, MN 56401
Attn, Sandy

I read the article in the Brainerd Dispatch re: asking for suggestions to the 5-Year Road Construction Plan.

Although I know nothing will become of this, because it has already been a long, long time request (more than 15 years, at least), with no results, I thought to put in my two cents worth anyway.

The intersection at Willow and South 6th Street is a major traffic hazard. Although no deaths have been reported, that I know of, it is still a headache for the people who need to use it.

As you know there is a Catholic Church on Willow Street, with a large congregation; another Lutheran Church at 1501 South 8th Street, where I live in the apartments. The Weight Watcher Group use our Church for their meetings two days each week, with multiple groups meeting each of those days. The intersection is being used to access Willow Street to get to the Industrial areas on 13th Street, etc.

Many people use the side streets to avoid that intersection, as I do myself, especially if I am going South on 6th Street. I think we should be considerate of the people who live on those streets to reduce the traffic volume, which sometimes speeds excessively. I use them to avoid being involved in an accident at the intersection of Willow & South 6th.

I would have thought the City would have considered a Round About (Traffic Circle) for that intersection when the South 6th Street construction was being done. Then, many people have had the hopes that 'MAYBE" - because the first block of Willow (just East of South 6th Street) did not have any work done on it when the remainder of Willow Street was reconstructed a few years ago to include a Bicycle Lane, etc. That just 'MAYBE" there is a Plan to either put a Round About, or a Traffic Light, at that intersection.

I hope this would come up for discussion at your next meeting.

Sincerely,

Donald W Lahti

Donald W. Lahti

City of Brainerd 2019 5-Year Street and Sewer Capital Improvement Plan

PURPOSE

- What is a 5-year CIP? Why is it important?
- Describe process of building the 5-year CIP
  - Streets
  - Storm Sewer
  - Sanitary Sewer
- Brief overview of projects and costs for 2020-2024

IMPORTANCE OF A 5-YEAR CIP

- Serves as a "road map" for future improvements
- Provides schedules, timing, and details
- Includes project specific cost estimates
- Assists in prioritizing needs for improvements
- Identifies revenue sources for project costs
- Guides City Council and staff

IMPORTANCE OF A 5-YEAR CIP

- Adjustments to 5-Year CIP are important
  - Improvement needs can change
  - Financial complications may cause project delays
  - Difficulty obtaining permits or approvals
- Amendments to 5-year CIP presented annually

BUILDING THE 5-YEAR CIP

- Determining priority areas for improvements
  - Pavement management system
  - Communication with City maintenance staff
  - Areas requiring frequent temporary repairs
  - Resident concerns
- Used to determine potential improvement areas

BUILDING THE 5-YEAR CIP

- Estimation of project costs
  - Provides information to allow for budgeting
  - How much is feasible?
  - Identifies improvement funding sources
  - Are we doing enough to maintain assets?

BUILDING THE 5-YEAR CIP

Street System

City maintains approximately 83.06 miles of streets

- 19.21 miles eligible for State Aid Funding

Comprehensive Pavement Management System

- Provides street rating scores
- Shows street segments which are in poor condition

Approximately 2 miles of streets per year to stay "on track"

BUILDING THE 5-YEAR CIP

Sanitary Sewer System

City operates and maintains approx. 76.03 miles of pipes

- 54.3% is vitrified clay pipe (does not include 2019's **Replacement project)**

Communication with City maintenance staff

- Where are spot repairs/maintenance frequent?

Current Focus on SE Brainerd

- Staff is currently working on using the sewer camera

And jet-vac truck to identify priority areas.

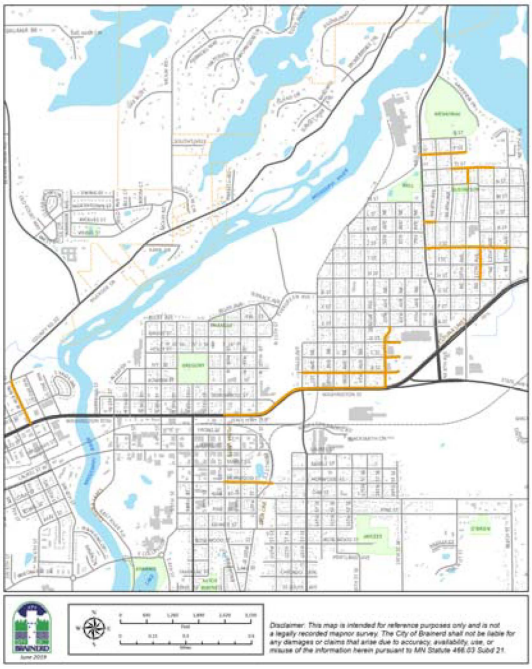
BUILDING THE 5-YEAR CIP

- Grouping projects together by year
  - Another factor used when building 5-year CIP
  - Can drive project costs down

2020

- Total project costs estimated at $3,850,000
  - 1.87 miles of street resurfacing or reconstruction
  - Sanitary sewer replacement or rehab (TBD)
  - NE Brainerd Focus
  - Cuyuna Lakes State Trail Extension and Connection
  - NW 4th Street Improvement

City of Brainerd Capital Improvement Plan 2020



2020 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 Resurfacing	$0	$31,000	$4,000	$0	$2,000	$0	$0	$0	$33,000
		10th Ave NE Resurfacing	$0	$44,000	$11,000	$0	$4,000	$8,000	$0	$0	$56,000
		11th Avenue NE Resurfacing	$0	$93,000	$24,000	$0	$0	$4,000	$0	$0	$97,000
		O Street Resurfacing	$0	$118,000	$15,000	$0	$8,000	$16,000	$0	$0	$142,000
		P Street Resurfacing	$0	$124,000	$16,000	$0	$6,000	$12,000	$0	$0	$142,000
		2020 Seal Coat	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
		J St Resurfacing	$0	$155,000	$20,000	$0	$14,000	$12,000	$0	$0	$181,000
		B Street, C Street, and D Street Recon	$0	$175,000	$27,000	$0	$2,000	$6,000	$0	$0	$183,000
		2020 Sanitary Sewer Replacement Pro	$0	$0	$0	$0	$338,000	$0	$0	$0	$338,000
		NW 4th Street Reconstruction	$0	$414,000	$0	$0	$0	$0	$0	$0	$414,000
		5th Ave NE Reconstruction	$0	$0	$46,000	$448,000	$14,000	$12,000	$0	$0	$474,000
	13-21	B Street Reconstruction	$0	$0	$50,000	$479,000	$12,000	$4,000	$0	$0	$495,000
		Cuyuna Trail Extension, 13th/Washing	$0	$0	$0	$0	$0	$0	$0	$1,100,000	$1,100,000
2020 Construction Totals			**$0**	**$1,349,000**	**$213,000**	**$927,000**	**$400,000**	**$74,000**	**$0**	**$1,100,000**	**$3,850,000**

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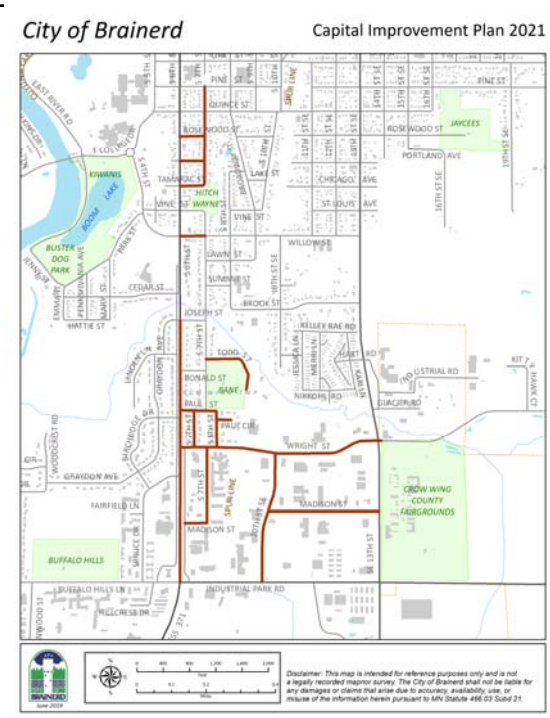
2021

- Total project costs estimated at $3,096,000
  - 2.63 miles of street resurfacing or reconstruction
  - Sanitary sewer replacement or rehab (TBD)
  - South Brainerd focus
  - Industrial Park (Madison, Wright, S 10th Street)
  - S 7th Street Reconstruction



2021 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
2021											
	14-13	S 6th St Sidewalk Extension	$0	$0	$0	$0	$0	$0	$0	$0	$0
		2021 Street Striping	$0	$10,000	$0	$0	$0	$0	$0	$0	$10,000
		2021 Street Patching	$0	$10,000	$0	$0	$0	$0	$0	$0	$10,000
		2021 Crack Filling	$0	$25,000	$0	$0	$0	$0	$0	$0	$25,000
		Paul Circle Resurfacing	$0	$31,000	$8,000	$0	$2,000	$4,000	$0	$0	$37,000
		Madison Street Resurfacing	$0	$38,000	$5,000	$0	$2,000	$0	$0	$0	$40,000
		Wright Street Realignment	$0	$0	$0	$50,000	$0	$0	$0	$0	$50,000
		S 7th Street Resurfacing	$0	$62,000	$16,000	$0	$2,000	$0	$0	$0	$64,000
		Willow Street Resurfacing	$0	$0	$6,000	$68,000	$2,000	$0	$0	$0	$70,000
		S 8th St Resurfacing	$0	$68,000	$17,000	$0	$4,000	$0	$0	$0	$72,000
		Paul Street Resurfacing	$0	$62,000	$8,000	$0	$6,000	$4,000	$0	$0	$72,000
		Todd Street Resurfacing	$0	$118,000	$30,000	$0	$0	$4,000	$0	$0	$122,000
		2021 Seal Coat	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
		S 7th Street Resurfacing	$0	$136,000	$35,000	$0	$6,000	$10,000	$0	$0	$152,000
		Rosewood, Sycamore, Tamarack Pave	$0	$186,000	$29,000	$0	$60,000	$0	$0	$0	$246,000
		Madison Street Reconstruction	$0	$330,000	$102,000	$0	$10,000	$18,000	$0	$0	$358,000
		S 10th Street Reconstruction	$0	$366,000	$121,000	$0	$16,000	$30,000	$0	$0	$412,000
		S 7th Street Reconstruction	$0	$289,000	$89,000	$0	$235,000	$52,000	$0	$0	$576,000
		Wright Street Resurfacing	$0	$0	$91,000	$548,000	$30,000	$52,000	$0	$0	$630,000
2021 Construction Totals			**$0**	**$1,881,000**	**$557,000**	**$666,000**	**$375,000**	**$174,000**	**$0**	**$0**	**$3,096,000**

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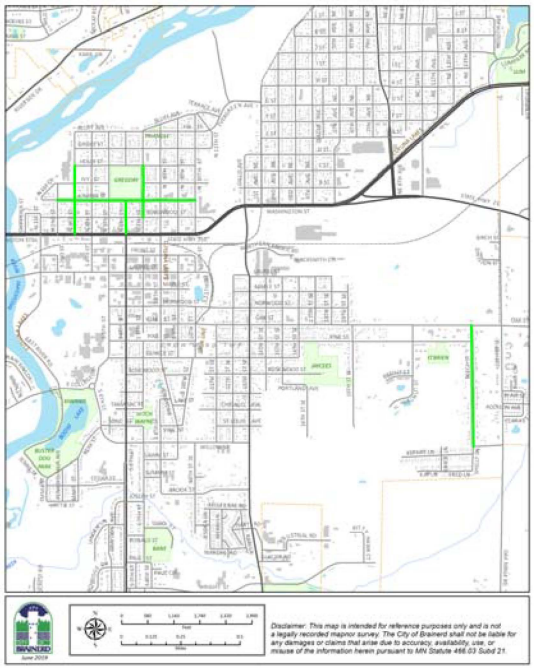
2022

- Total project costs estimated at $2,626,000
  - 1.72 miles of street resurfacing or reconstruction
  - Sanitary sewer replacement or rehab (TBD)
  - North Brainerd focus
  - North 6th Street Reconstruction
  - North 7th Street Reconstruction
  - North 3rd Street Reconstruction
  - Juniper Street Reconstruction
  - Beech Street Resurfacing

City of Brainerd Capital Improvement Plan 2022



2022 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
2022											
		2022 Street Striping	$0	$10,000	$0	$0	$0	$0	$0	$0	$10,000
		2022 Street Patching	$0	$10,000	$0	$0	$0	$0	$0	$0	$10,000
		2022 Crack Filling	$0	$25,000	$0	$0	$0	$0	$0	$0	$25,000
		2022 Seal Coat	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
	12-04	North 6th Street Reconstruction	$0	$138,000	$21,000	$0	$2,000	$50,000	$0	$0	$190,000
		N 7th Street Reconstruction	$0	$234,000	$35,000	$0	$4,000	$25,000	$0	$0	$263,000
		North 3rd Street Reconstruction	$0	$308,000	$46,000	$0	$4,000	$25,000	$0	$0	$337,000
		2022 Sanitary Sewer Replacement Pro	$0	$0	$0	$0	$352,000	$0	$0	$0	$352,000
	14-04	Beech Street Resurfacing	$0	$0	$80,000	$481,000	$18,000	$30,000	$0	$0	$529,000
		Juniper Street Reconstruction	$0	$615,000	$92,000	$0	$20,000	$125,000	$0	$0	$760,000
2022 Construction Totals			**$0**	**$1,490,000**	**$274,000**	**$481,000**	**$400,000**	**$255,000**	**$0**	**$0**	**$2,626,000**

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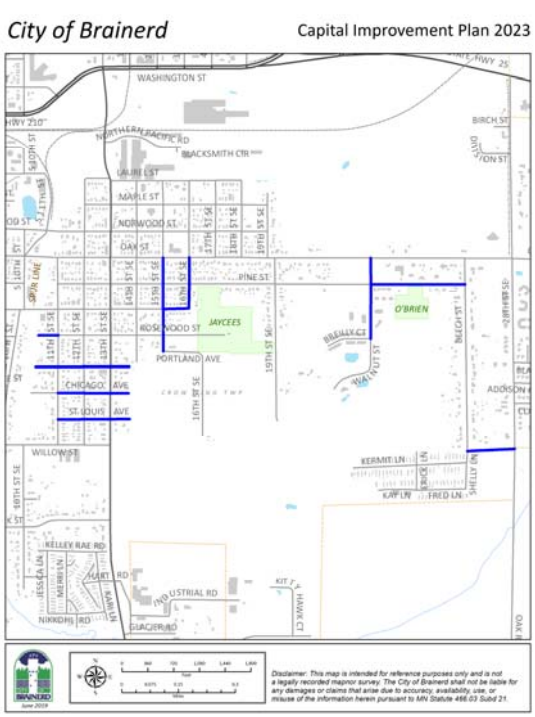
2023

- Total project costs estimated at $1,886,000
  - 1.65 miles of street resurfacing or reconstruction
  - Sanitary sewer replacement or rehab (TBD)
  - SE Brainerd Focus
  - Chicago, St. Louis, Portland, Rosewood, Quince Street resurfacing
  - Walnut Street and Oakridge Road
  - 15th Street and 16th Street SE



2023 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
2023											
		2023 Street Patching	$0	$10,000	$0	$0	$0	$0	$0	$0	$10,000
		2023 Street Striping	$0	$15,000	$0	$0	$0	$0	$0	$0	$15,000
		2023 Crack Sealing	$0	$25,000	$0	$0	$0	$0	$0	$0	$25,000
		Quince Street Resurfacing	$0	$44,000	$11,000	$0	$0	$0	$0	$0	$44,000
		Rosewood Street Reconstruction	$0	$62,000	$10,000	$0	$2,000	$0	$0	$0	$64,000
		Oakridge Road Resurfacing	$0	$81,000	$10,000	$0	$0	$0	$0	$0	$81,000
		16th Street SE Resurfacing	$0	$87,000	$11,000	$0	$6,000	$4,000	$0	$0	$97,000
		Walnut Street Resurfacing	$0	$106,000	$27,000	$0	$8,000	$4,000	$0	$0	$118,000
		St. Louis Avenue Resurfacing	$0	$118,000	$15,000	$0	$6,000	$14,000	$0	$0	$138,000
		2023 Seal Coat	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
		15th Street SE Resurfacing	$0	$155,000	$20,000	$0	$10,000	$12,000	$0	$0	$177,000
		Pine Street Resurfacing	$0	$155,000	$40,000	$0	$8,000	$16,000	$0	$0	$179,000
		Chicago Avenue Resurfacing and Reco	$0	$196,000	$30,000	$0	$8,000	$16,000	$0	$0	$220,000
		Portland Avenue Resurfacing and Rec	$0	$206,000	$32,000	$0	$12,000	$10,000	$0	$0	$228,000
		2023 Sanitary Sewer Replacement Pro	$0	$0	$0	$0	$340,000	$0	$0	$0	$340,000
2023 Construction Totals			**$0**	**$1,410,000**	**$206,000**	**$0**	**$400,000**	**$76,000**	**$0**	**$0**	**$1,886,000**

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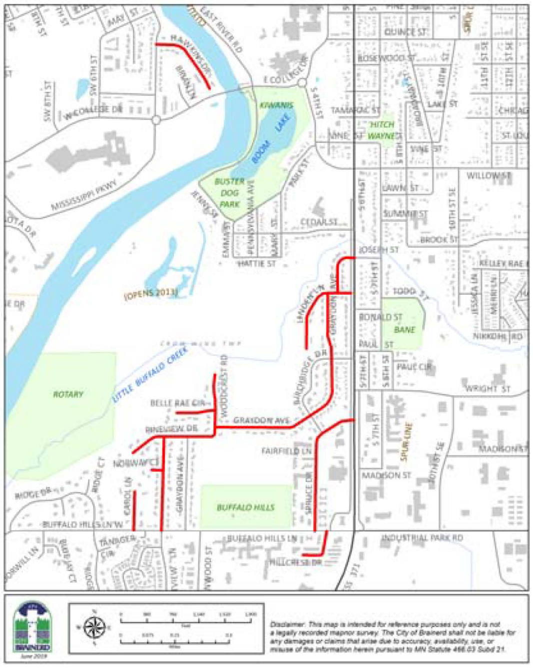
2024

- Total project costs estimated at $2,397,000
  - 2.94 miles of street resurfacing or reconstruction
  - Sanitary sewer replacement or rehab (TBD)
  - South Brainerd focus
  - Norway, Hillcrest, Belle Rae, Carol, Woodcrest, Pineview, Hawkins, Linden, Crestview, Spruce, and Graydon.

City of Brainerd

Capital Improvement Plan 2024



2024 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
2024											
		2024 Street Patching	$0	$10,000	$0	$0	$0	$0	$0	$0	$10,000
		2024 Street Striping	$0	$15,000	$0	$0	$0	$0	$0	$0	$15,000
		2024 Crack Sealing	$0	$25,000	$0	$0	$0	$0	$0	$0	$25,000
		Norway Court Resurfacing	$0	$38,000	$10,000	$0	$2,000	$6,000	$0	$0	$46,000
		Hillcrest Drive Resurfacing	$0	$50,000	$13,000	$0	$4,000	$6,000	$0	$0	$60,000
		Belle Rae Circle Resurfacing	$0	$75,000	$19,000	$0	$4,000	$2,000	$0	$0	$81,000
		Carol Lane Resurfacing	$0	$75,000	$19,000	$0	$4,000	$4,000	$0	$0	$83,000
		Woodcrest Road Resurfacing	$0	$93,000	$24,000	$0	$8,000	$4,000	$0	$0	$105,000
		Pineview Drive Resurfacing	$0	$106,000	$27,000	$0	$6,000	$6,000	$0	$0	$118,000
		Hawkins Drive Resurfacing	$0	$130,000	$33,000	$0	$6,000	$4,000	$0	$0	$140,000
		2024 Seal Coat	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
		Linden Lane Resurfacing	$0	$161,000	$42,000	$0	$10,000	$4,000	$0	$0	$175,000
		Crestview Lane Resurfacing	$0	$161,000	$42,000	$0	$10,000	$12,000	$0	$0	$183,000
		Spruce Drive Resurfacing	$0	$235,000	$60,000	$0	$14,000	$22,000	$0	$0	$271,000
		2024 Sanitary Sewer Replacement Pro	$0	$0	$0	$0	$302,000	$0	$0	$0	$302,000
		Graydon Avenue Mill and Overlay	$0	$567,000	$179,000	$0	$30,000	$36,000	$0	$0	$633,000
2024 Construction Totals			**$0**	**$1,891,000**	**$468,000**	**$0**	**$400,000**	**$106,000**	**$0**	**$0**	**$2,397,000**

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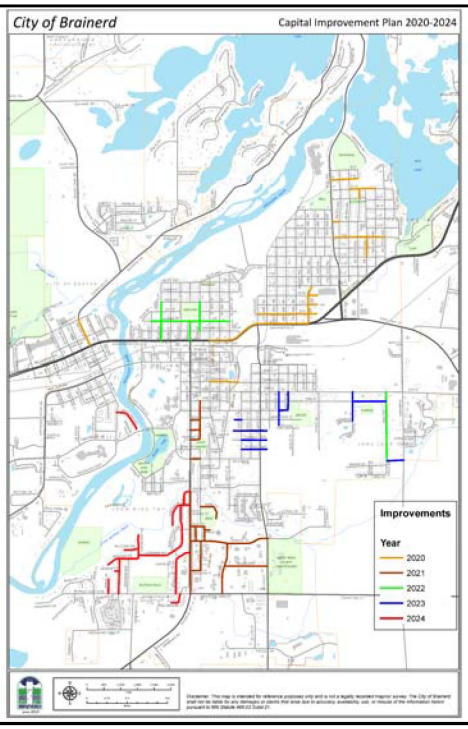

Capital Improvement Plan Report 2020-2024 - Construction Costs

Improvement Year	Project #	Project Name	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost	Project Length
2020											
		2020 Street Patching	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2020 Street Striping	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2020 Crack Filling	$25,000	$0	$0	$0	$0	$0	$0	$25,000	0
		L St Resurfacing	$31,000	$4,000	$0	$2,000	$0	$0	$0	$33,000	0.05
		10th Ave NE Resurfacing	$44,000	$11,000	$0	$4,000	$8,000	$0	$0	$56,000	0.07
		11th Avenue NE Resurfacing	$93,000	$24,000	$0	$0	$4,000	$0	$0	$97,000	0.15
		O Street Resurfacing	$118,000	$15,000	$0	$8,000	$16,000	$0	$0	$142,000	0.19
		P Street Resurfacing	$124,000	$16,000	$0	$6,000	$12,000	$0	$0	$142,000	0.2
		2020 Seal Coat	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0
		J St Resurfacing	$155,000	$20,000	$0	$14,000	$12,000	$0	$0	$181,000	0.19
		B Street, C Street, and D Street Recon	$175,000	$27,000	$0	$2,000	$6,000	$0	$0	$183,000	0.17
		2020 Sanitary Sewer Replacement Pr	$0	$0	$0	$338,000	$0	$0	$0	$338,000	0
		NW 4th Street Reconstruction	$414,000	$0	$0	$0	$0	$0	$0	$414,000	0.25
		5th Ave NE Reconstruction	$0	$46,000	$448,000	$14,000	$12,000	$0	$0	$474,000	0.29
	13-21	B Street Reconstruction	$0	$50,000	$479,000	$12,000	$4,000	$0	$0	$495,000	0.31
		Cuyuna Trail Extension, 13th/Washin	$0	$0	$0	$0	$0	$0	$1,100,000	$1,100,000	0
		Yearly Total	$1,349,000	$213,000	$927,000	$400,000	$74,000	$0	$1,100,000	$3,850,000	1.87
2021											
	14-13	S 6th St Sidewalk Extension	$0	$0	$0	$0	$0	$0	$0	$0	0
		2021 Street Patching	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2021 Street Striping	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2021 Crack Filling	$25,000	$0	$0	$0	$0	$0	$0	$25,000	0
		Paul Circle Resurfacing	$31,000	$8,000	$0	$2,000	$4,000	$0	$0	$37,000	0.05
		Madison Street Resurfacing	$38,000	$5,000	$0	$2,000	$0	$0	$0	$40,000	0.06
		Wright Street Realignment	$0	$0	$50,000	$0	$0	$0	$0	$50,000	0
		S 7th Street Resurfacing	$62,000	$16,000	$0	$2,000	$0	$0	$0	$64,000	0.1
		Willow Street Resurfacing	$0	$6,000	$68,000	$2,000	$0	$0	$0	$70,000	0.07
		Paul Street Resurfacing	$62,000	$8,000	$0	$6,000	$4,000	$0	$0	$72,000	0.1

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Improvement Year	Project #	Project Name	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost	Project Length
		S 8th St Resurfacing	$68,000	$17,000	$0	$4,000	$0	$0	$0	$72,000	0.11
		Todd Street Resurfacing	$118,000	$30,000	$0	$0	$4,000	$0	$0	$122,000	0.19
		2021 Seal Coat	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0
		S 7th Street Resurfacing	$136,000	$35,000	$0	$6,000	$10,000	$0	$0	$152,000	0.22
		Rosewood, Sycamore, Tamarack Pave	$186,000	$29,000	$0	$60,000	$0	$0	$0	$246,000	0.18
		Madison Street Reconstruction	$330,000	$102,000	$0	$10,000	$18,000	$0	$0	$358,000	0.32
		S 10th Street Reconstruction	$366,000	$121,000	$0	$16,000	$30,000	$0	$0	$412,000	0.38
		S 7th Street Reconstruction	$289,000	$89,000	$0	$235,000	$52,000	$0	$0	$576,000	0.28
		Wright Street Resurfacing	$0	$91,000	$548,000	$30,000	$52,000	$0	$0	$630,000	0.57
		Yearly Total	$1,881,000	$557,000	$666,000	$375,000	$174,000	$0	$0	$3,096,000	2.63
2022											
		2022 Street Patching	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2022 Street Striping	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2022 Crack Filling	$25,000	$0	$0	$0	$0	$0	$0	$25,000	0
		2022 Seal Coat	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0
	12-04	North 6th Street Reconstruction	$138,000	$21,000	$0	$2,000	$50,000	$0	$0	$190,000	0.13
		N 7th Street Reconstruction	$234,000	$35,000	$0	$4,000	$25,000	$0	$0	$263,000	0.22
		North 3rd Street Reconstruction	$308,000	$46,000	$0	$4,000	$25,000	$0	$0	$337,000	0.29
		2022 Sanitary Sewer Replacement Pr	$0	$0	$0	$352,000	$0	$0	$0	$352,000	0
	14-04	Beech Street Resurfacing	$0	$80,000	$481,000	$18,000	$30,000	$0	$0	$529,000	0.5
		Juniper Street Reconstruction	$615,000	$92,000	$0	$20,000	$125,000	$0	$0	$760,000	0.58
		Yearly Total	$1,490,000	$274,000	$481,000	$400,000	$255,000	$0	$0	$2,626,000	1.72
2023											
		2023 Street Patching	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2023 Street Striping	$15,000	$0	$0	$0	$0	$0	$0	$15,000	0
		2023 Crack Sealing	$25,000	$0	$0	$0	$0	$0	$0	$25,000	0
		Quince Street Resurfacing	$44,000	$11,000	$0	$0	$0	$0	$0	$44,000	0.07
		Rosewood Street Reconstruction	$62,000	$10,000	$0	$2,000	$0	$0	$0	$64,000	0.06
		Oakridge Road Resurfacing	$81,000	$10,000	$0	$0	$0	$0	$0	$81,000	0.13
		16th Street SE Resurfacing	$87,000	$11,000	$0	$6,000	$4,000	$0	$0	$97,000	0.14
		Walnut Street Resurfacing	$106,000	$27,000	$0	$8,000	$4,000	$0	$0	$118,000	0.17

Monday, August 12, 2019 Page 2 of 3

Improvement Year	Project #	Project Name	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost	Project Length
		St. Louis Avenue Resurfacing	$118,000	$15,000	$0	$6,000	$14,000	$0	$0	$138,000	0.19
		2023 Seal Coat	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0
		15th Street SE Resurfacing	$155,000	$20,000	$0	$10,000	$12,000	$0	$0	$177,000	0.25
		Pine Street Resurfacing	$155,000	$40,000	$0	$8,000	$16,000	$0	$0	$179,000	0.25
		Chicago Avenue Resurfacing and Reco	$196,000	$30,000	$0	$8,000	$16,000	$0	$0	$220,000	0.19
		Portland Avenue Resurfacing and Rec	$206,000	$32,000	$0	$12,000	$10,000	$0	$0	$228,000	0.2
		2023 Sanitary Sewer Replacement Pr	$0	$0	$0	$340,000	$0	$0	$0	$340,000	0
		Yearly Total	$1,410,000	$206,000	$0	$400,000	$76,000	$0	$0	$1,886,000	1.65
2024											
		2024 Street Patching	$10,000	$0	$0	$0	$0	$0	$0	$10,000	0
		2024 Street Striping	$15,000	$0	$0	$0	$0	$0	$0	$15,000	0
		2024 Crack Sealing	$25,000	$0	$0	$0	$0	$0	$0	$25,000	0
		Norway Court Resurfacing	$38,000	$10,000	$0	$2,000	$6,000	$0	$0	$46,000	0.06
		Hillcrest Drive Resurfacing	$50,000	$13,000	$0	$4,000	$6,000	$0	$0	$60,000	0.08
		Belle Rae Circle Resurfacing	$75,000	$19,000	$0	$4,000	$2,000	$0	$0	$81,000	0.12
		Carol Lane Resurfacing	$75,000	$19,000	$0	$4,000	$4,000	$0	$0	$83,000	0.12
		Woodcrest Road Resurfacing	$93,000	$24,000	$0	$8,000	$4,000	$0	$0	$105,000	0.15
		Pineview Drive Resurfacing	$106,000	$27,000	$0	$6,000	$6,000	$0	$0	$118,000	0.17
		Hawkins Drive Resurfacing	$130,000	$33,000	$0	$6,000	$4,000	$0	$0	$140,000	0.21
		2024 Seal Coat	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0
		Linden Lane Resurfacing	$161,000	$42,000	$0	$10,000	$4,000	$0	$0	$175,000	0.26
		Crestview Lane Resurfacing	$161,000	$42,000	$0	$10,000	$12,000	$0	$0	$183,000	0.26
		Spruce Drive Resurfacing	$235,000	$60,000	$0	$14,000	$22,000	$0	$0	$271,000	0.38
		2024 Sanitary Sewer Replacement Pr	$0	$0	$0	$302,000	$0	$0	$0	$302,000	0
		Graydon Avenue Mill and Overlay	$567,000	$179,000	$0	$30,000	$36,000	$0	$0	$633,000	1.13
		Yearly Total	$1,891,000	$468,000	$0	$400,000	$106,000	$0	$0	$2,397,000	2.94
		Grand Total	**$8,021,000**	**$1,718,000**	**$2,074,000**	**$1,975,000**	**$685,000**	**$0**	**$1,100,000**	**$13,855,000**	**10.81**

Monday, August 12, 2019 Page 3 of 3

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: PH and Res - Northern Pacific Road and Blacksmith Circle Vacation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☑ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☑ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☑ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5-10 Minutes

Summary of Issue:

Attached is the notice of hearing and the attached supporting documentation regarding the proposed vacation of Northern Pacific Road and Blacksmith Circle lying east of 13th Street SE.

Alternatives, Options, Effects on Others/Comments:

This time is dedicated to hold the public hearing to hear testimony for or against the proposed vacation.

Recommended Action/Motion:

Open the public hearing to hear testimony for or against the proposed street vacation. Upon closure of the public hearing, discussion and consideration of adoption of the attached resolution should commence.

Staff recommends adoption of the attached resolution in which vacates Northern Pacific Road and Blacksmith Circle within the Northern Pacific Center property.

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☑ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

WASHINGTON ST
STATE HWY 210
STATE HWY 210
13TH ST SE
N
VACATED ROW
LAUREL ST
LAUREL ST
16TH ST SE
MAPLE ST
14TH ST SE
15TH ST SE
NORWOOD ST
17TH ST

PETITION FOR STREET OR ALLEY VACATION

Date Aug 23, 2019

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described street or alley hereby petition that such street be vacated as follows: That portion of Northern Pacific Road and Blacksmith Circle lying easterly of the easterly right-of-way line of 13th Street SE (County Road 45) in the Northern Pacific Center Addition to the City of Brainerd.

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

NAME	ADDRESS	LEGAL DESCRIPTION
Northern Pacific Center, LLC	1511 Northern Pacific Road, Brainerd, MN 56401	Lot 1, Block 1 Northern Pacific Center

STATE OF MINNESOTA }
} ss
COUNTY OF CROW WING }

Michael D Higgins, being duly sworn on oath, deposes and says that he/she is the property owner in regard to the above entitled petition; that he/she has read the foregoing petition which includes the signatures of abutting property owners and knows the contents and signatures thereof; and that the same are true of his own knowledge, save and except as to those matters therein stated on information and belief, and to such matters, he/she believes it to be true.

Stephanie M Bestul

Subscribed and sworn to before me
this 23rd day of August, 2019

STEPHANIE M BESTUL
Notary Public
Minnesota
My Commission Expires
Jan 31, 2022

RESOLUTION
NO. 48:19

A RESOLUTION DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC HEARING ON A VACATION COMMENCED BY A PETITION OF A MAJORITY OF ABUTTING LANDOWNERS

WHEREAS, a petition signed by the majority of property owners abutting Northern Pacific Road and Blacksmith Circle in the City of Brainerd and was received by the City Clerk on the 23rd day of August 2019; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate Northern Pacific Road and Blacksmith Circle legally described as:

That portion of Northern Pacific Road and Blacksmith Circle lying easterly of the easterly right-of-way line of 13th Street SE (County State Aid Highway 45) in the Northern Pacific Center Addition to the City of Brainerd.

WHEREAS, the City Clerk has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the portion of each street to be vacated; and

WHEREAS, a copy of said petition is attached hereto.

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

The Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 7th day of October 2019, before the City Council in the City Hall located at 501 Laurel Street, Brainerd, MN 56401 at 7:30 p.m. and;

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Adopted this 3rd day of September, 2019

GABE JOHNSON
President of the Council

Approved this 4th day of September, 2019

EDWIN L. MENK
Mayor

ATTEST:
CASSANDRA TORSTENSON
City Administrator

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has received a petition from Michael D. Higgins for the vacation of Northern Pacific Road and Blacksmith Circle legally described below:

That portion of Northern Pacific Road and Blacksmith Circle lying easterly of the easterly right-of-way line of 13th Street SE (County State Aid Highway 45) in the Northern Pacific Center Addition to the City of Brainerd.

Notice is further given that the City Council of Brainerd will meet in the Council Chambers of the City Hall at Brainerd, Minnesota, at 7:30 p.m. on Monday, October 7, 2019 to conduct a Public Hearing to consider said Vacation.

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

Dated this 3rd day of September 2019

Cassandra Torstenson
City Administrator

Publish - 2 times on
September 13, 2019 and September 20, 2019

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

RESOLUTION VACATING STREETS

WHEREAS, a hearing was duly held on October 7, 2019 for the proposed vacation of the following described Streets:

That portion of Northern Pacific Road and Blacksmith Circle lying easterly of the easterly right-of-way line of 13th Street SE (County State Aid Highway 45) in the Northern Pacific Center Addition to the City of Brainerd.

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

1. That the Streets as previously described is hereby vacated.

2. The City of Brainerd, however, specifically reserves unto itself an easement for utilities over, under, and upon said portion of the vacated streets.

Adopted this ____ day of October 2019

_____
GABE JOHNSON
President of the Council

Approved this ____ day of October 2019

_____
EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

Brainerd City Council
Agenda Request

Requested Meeting Date: October 7, 2019

Title of Item: Memorial Park Parking Lot - Mike Higgins Interest in Purchasing

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☑ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Alderman Badeaux	**Department:** Council
Presenter (Name & Title): Alderman Badeaux	**Estimated Time Needed:** 10 minutes

Summary of Issue:

Mike Higgins, owner of the Brainerd Industrial Center, has requested time to address the Council regarding his interest in a potential purchase agreement with the City for the Memorial Park parking lot.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Informational to discuss interest

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☐ No

What is the total cost, with tax and shipping $ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain: