

CITY COUNCIL AGENDA

Brainerd, Minnesota

November 18, 2019

7:30 P.M.

**Crow Wing County Historic Courthouse
3rd Floor County Board Room
326 Laurel Street**

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

2. **Roll Call**

___ K. Stunek ___ D. Pritschet ___ K. Bevans ___ D. Badeaux

___ T. Erickson ___ J. Lambert ___ G. Johnson ___ Mayor Menk

3. **Pledge Of Allegiance**

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

5. **Consent Calendar**

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

A. **Approval Of Minutes**

1. Regular Meeting Held on November 4, 2019
2. Special Meeting Held on November 5, 2019

Documents:

20191104_CC draft .pdf

20191105_CC - Special City Administrator Hiring Process.pdf

1. (Corrected) Draft Minutes November 4, 2019 Special Meeting

Documents:

20191104_CC - Special City Administrator Hiring Process.pdf

B. **Approval Of Licenses**

Contractor Licenses - 3 - New; 2 - Renewals

Documents:

Contractor Licenses.pdf

C. Department Activity Reports

1. Police Chief
2. Finance Director

Documents:

Police Chief Report.pdf

D. Memorandum Of Agreement With IBEW Local #31 (Administrative Support) Union To Replace Current High Deductible Health Plan With Sourcewell's Smart Plan #3 Health Plan Option - Approval Of.

Documents:

Memorandum of Agreement with IBEW (Adm Support) Union for New Health Plan Option.pdf

E. Memorandum Of Agreement With IBEW Local #31 (Public Utilities) Union To Replace Current High Deductible Health Plan With Sourcewell's Smart Plan #3 Health Plan Option - Approval Of.

Documents:

Memorandum of Agreement with IBEW (Public Utilities) Union for New Health Plan Option.pdf

F. Memorandum Of Agreement With LELS Local #65 (Police Officer) Union To Replace Current High Deductible Health Plan With Sourcewell's Smart Plan #3 Health Plan Option - Approval Of.

Documents:

Memorandum of Agreement with LELS (Officer) Union for New Health Plan Option.pdf

G. Minnesota Lawful Gambling Premises Permit Application - Adopt Resolution To Allow Lawful Gambling By The VFW Post 1647 At The Parlor, 714 Laurel Street, Brainerd

6. Presentations

A. Senior Center Annual Report

1. (Distributed At The Meeting) The Center Financial Report

Documents:

The Center.pdf

7. Council Committee Reports

A. Safety And Public Works Committee - 6:45 P.M.

Documents:

20191118_SPW.pdf

1. Event/Street Closure Application - Homeless Heroes 5K

Documents:

Event and Street Closure Application - Homeless Heroes 5K.pdf

2. Event/Street Closure Application - Turkey Run

Documents:

Event and Street Closure Application - Turkey Run.pdf

3. Improvement 19-01 - NW 4th Street Reconstruction - Roundabout Aesthetic Treatments And Public Information Meeting #1

Documents:

Improvement 19-01 - Roundabout Treatment Options and Public Meeting Number 1.pdf

4. Safe Routes To School Engineering Study Grant Opportunity

Documents:

Safe Routes to School Engineering Study Grant Opportunity.pdf

5. Technology Enhanced Traffic Control Policy

Documents:

Technology Enhanced Traffic Control Policy.pdf

6. Tree Policy

Documents:

Tree Policy.pdf

B. Personnel And Finance Committee - 6:30 P.M.

Documents:

2019-11-18_PF.pdf

1. Approval Of Bills And Transfers Of Funds

From Parking Lot Fund to Streets Fund	\$32,055
From Parking Lot Fund to Construction Fund	\$ 2,166
From Park Dedication Fund to Capital Fund	\$21,667

2. 2020 Nuisance Assessment At 623 3rd Avenue NE

Documents:

2020 Nuisance Assessment - 623 3rd Avenue NE.pdf

3. Deferment And Adoption Of Assessment At 1004 H Street -
Improvements 17-06 & 17-07

Documents:

***Deferment and Adoption of Assessment at 1004 H Street Imp
1706 1707.pdf***

4. Deferment Of Assessments

Documents:

Deferment of Assessments.pdf

5. Community Service Officer (CSO) Resignation

Documents:

Community Service Officer (CSO) Resignation.pdf

6. Police Officer Resignation

Documents:

Police Officer Resignation.pdf

7. Police Staff Out-Of-State Travel Approval

Documents:

Staff Out of State Travel and Training.pdf

8. Animal Control Services Contract

Documents:

Animal Control Services Contract.pdf

9. River To Rail Downtown Projects

Documents:

River to Rail Downtown Projects.pdf

10. 2019 Audit Engagement Letter

Documents:

2019 Engagement Letter.pdf

11. 2020 Budget Discussion For Non-Working Funds

Documents:

2020 Non-Working Funds Budgets.pdf

8. **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)

Other

Water Tower Fundraising Committee - Applicants Needed to Help with Projects

9. **Public Forum**

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

10. **Staff Reports**

(Verbal: Any Updates since Packet)

11. **Council Member Reports**

12. **Closed Session Pursuant Minnesota Statute 13D.05 Subd. 3(C)(3) To Consider Counteroffers For The Purchase Of Property At 304 Washington Street West, 422 4th Street NW, 623 4th Street NW, 502 Jackson Street, 424 3rd Street NW, And 622 4th Street NW All In Brainerd, MN 56401**

13. **Adjourn To 3:30 Pm On November 19, 2019, To Conduct City Administrator Interviews At The Brainerd Police Department Training Room.**
14. **Adjourn To Budget Workshop November 25, 2019 At 6:00 P.m. At The Brainerd Police Department Training Room**

Note: Safety and Public Works Committee will meet at 6:45 p.m.
in the Board Room at the Crow Wing County Courthouse.
Personnel and Finance Committee will meet at 6:30 p.m.
in the Jinx Ferrari Room at the Crow Wing County Courthouse.

ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,
PLEASE CALL 828-2307

Visit the [City's Website](http://ci.brainerd.mn.us) (ci.brainerd.mn.us)

MISSION

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

**Brainerd, MN
November 4, 2019**

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:33 P.M. by Council President Johnson.

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

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

MOVED AND SECONDED BY ALDERMEN LAMBERT AND PRITSCHET, DULY CARRIED, TO APPROVE THE AGENDA.

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

A. Approval of the Minutes of the Regular Meeting held on October 21, 2019 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 1 – New; 2 - Renewals

C. Department Activity Reports - Approved

1. Fire Chief
2. Parks Director

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

Interim City Administrator Thoreen thanked the team of people that assisted in the temporary staff relocations taking place at City Hall. He also thanked Crow Wing County for allowing the City to use their facilities for our meetings during the renovations.

Presentations

Northland Arboretum Annual Report

The Chair recognized Ms. Vicki Foss, executive director of the Northland Arboretum who distributed a copy of the 2018-2019 Annual Report. She stated the annual meeting at the arboretum took place on Saturday, November 2nd and she reviewed some of the highlights and activities that took place the past year. She indicated a new addition to the arb is the Veteran Pavilion, which can be used by family of veterans receiving care at the VA Clinic as a place of peace and rest while waiting. She also added that volunteer hours have increased this year to 3,388 over last year's total of 2,456 hours.

Region 5 Children's Museum

The Chair welcomed Mr. Peter Olson, project director retained by Region 5 for the Children's Museum who gave a brief background of his career creating children's museums and the potential location of Lum Park. He stated one of the best assets a city can have is a children's museum and Lum Park would be an ideal location with the lake and wooded areas. He said the project idea began in 2015 and Region 5 has worked with Sourcewell in organizing a committee to fund a museum in the area. He gave an overview of the possible activities a museum could offer and the ability to fit the building within Lum Park without disrupting the current park uses. He asked if the City Council is interested in revisiting Lum Park to include a museum and to support the planning efforts for a museum in 2020 through community involvement and fundraising.

The Chair welcomed Ms. Ashley Martel, architect at Widseth Smith Nolting who spoke about the history of Lum Park and why this park would be an ideal place to build the region's first Children's Museum. She gave an overview of the site layout and potential amenities the museum could bring to Lum Park, along with the increase of vacationers and visitors to the Brainerd Lakes Area.

Council directed the museum concept be sent to the Park Board and the Personnel and Finance Committee to research the details of the project and for potential budgeting in 2020.

Council Committee Reports

Safety and Public Works Committee Report

Event Application – 5K for Mental Health Awareness - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE EVENT APPLICATION FOR THE 5K FOR MENTAL AWARENESS TAKING PLACE ON MAY 9, 2020 AROUND CENTRAL LAKES COLLEGE CAMPUS AND BOOM LAKE.

Event Application – Hometown Holidays Santa Stop and Tree Lighting - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE EVENT APPLICATION FOR THE HOMETOWN HOLIDAYS SANTA STOP AND TREE LIGHTING TAKING PLACE ON NOVEMBER 30, 2019 IN THE LAUREL STREET AND CITY HALL PARKING LOT.

Improvement 17-06, 17-07 and 18-05 H Street and 10th Avenue NE Reconstruction Project and Sidewalk Improvements – Change Order 1 - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE CHANGE ORDER IN THE AMOUNT OF \$9,356 FOR IMPROVEMENTS 17-06, 17-07 AND 18-05 FOR H STREET AND 10TH AVENUE NE RECONSTRUCTION PROJECT AND SIDEWALK IMPROVEMENTS.

City Engineer Sandy explained the details of change order are part of the project costs. He indicated some of the costs will be eligible for state aid funding and some are attributable Brainerd Public Utilities (BPU) costs for watermain work.

**Improvement 19-13 – SE Interceptor Replacement Project – Final Pay Estimate
Number 1 - Approved**

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE FINAL PAY ESTIMATE FOR IMPROVEMENT 19-13 IN THE AMOUNT OF \$123,300 TO TOM'S BACKHOE SERVICE.

Committee Chair Bevans indicated the project cost experienced an increase due to heavy rain conditions. He stated this caused the need for additional granular bedding to support the interceptor pipe.

Personnel and Finance Committee Report

Approval of Bills & Payments to Contractors - Approved

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

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Contract Amount</u>
Tom's Backhoe	19-13	SE Sanitary Sewer	\$123,300	\$123,576
Baratto Bros.		Gregory Park Warning House	\$237,616	\$220,000

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

Police Officer Resignation and Request to Hire - Approved

MOVED AND SECONDED BY ALDERMEN BADEAUX AND ERICKSON, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF OFFICER FRIIS AND AUTHORIZE THE POLICE AND FIRE CIVIL SERVICE COMMISSION TO ESTABLISH A NEW POLICE OFFICER ELIGIBILITY LIST.

**City Hall Remodel – Network Cabling and Door Access Control (Security) -
Approved**

MOVED AND SECONDED BY ALDERMEN BADEAUX AND STUNEK TO APPROVE THE QUOTE FOR CABLING FROM DIGITAL HORIZONS IN THE AMOUNT OF \$16,330 WITH AN ADDITIONAL \$3,500 OF CITY PROVIDED HARDWARE AND APPROVE THE QUOTE FOR ACCESS CONTROL FROM MIDWEST SECURITY AND FIRE IN THE AMOUNT OF \$41,513 TO ADD 16 CITY HALL DOORS TO THE EXISTING SYSTEM FOR A TOTAL COST OF \$61,343.

Committee Chair Badeaux stated this portion of the remodel project was quoted separately from the primary bids and came in much less than anticipated. He indicated that cameras are not a part of this quote.

Member Bevans indicated he does not support the choice to use Midwest Security and Fire and will be voting against the motion.

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

Deferment of Assessments - Approved

MOVED AND SECONDED BY ALDERMEN BADEAUX AND ERICKSON, DULY CARRIED, TO APPROVE THE DEFERMENT OF ASSESSMENT FOR PROPERTY AT 810 H STREET NE (41191702).

Committee Chair Badeaux stated staff has been directed to request further information from property owner of 1004 H Street NE (41191721), which will be brought back to the November 18th Council Meeting for consideration.

Parking Lots – Update

MOVED AND SECONDED BY ALDERMEN BADEAUX AND STUNEK, DULY CARRIED, TO TABLE THE DISCUSSION ON PRICING AND INCENTIVES FOR THE PARKING LOTS UNTIL THE FALL OF 2020 FOR THE 2021 BUDGET PROCESS.

Committee Chair Badeaux stated the rates were adjusted October 1st, and more time is needed to evaluate the occupancy and vacancy percentages.

2020 Budget and Levy – Set Workshop

MOVED AND SECONDED BY ALDERMEN BADEAUX AND BEVANS, DULY CARRIED, TO DIRECT THE P&F COMMITTEE TO DISCUSS THE NON-WORKING FUNDS AND TO SET THE 2020 BUDGET AND LEVY WORKSHOP DATE FOR NOVEMBER 25TH AT 6:00 PM.

It was determined after the meeting to hold the workshop in the training room at the Police Department, 225 E River Road.

Unfinished Business

Public Hearing and Resolution – Improvement 17-06 and 17-07 – H Street and 10th Avenue NE Reconstruction Project – Contested Assessments – Adopted by Resolution No. 60:19

City Engineer Sandy stated of the four contested assessments from the October 21st Council meeting, one qualified for deferment, and one has been held over until the November 18th meeting for further review as indicated above. He explained the process of determining the engineer’s estimate in which assessment rates are initially calculated, the contractor bid process, the notification process to residents and the final assessment cost calculations.

The Chair opened the public hearing at 8:30 p.m.

The Chair recognized Ms. Jean Johnson, 815 10th Ave NE, who is contesting the assessments to her property. She explained her calculations of percentages assessed, the quality of the materials used and the overall dissatisfaction of the completed project.

City Engineer Sandy and Mr. Scott Hedlund from Short Elliott Hendrickson (SEH) explained the details and answered questions about the project.

The Chair recognized Terri Ford, 518 10th Ave NE, who is contesting the assessment costs to her property due to an unreasonable increase from the initial estimate to the actual assessed amount. She indicated there were no notifications to the residents between the time of the estimate to the actual costs.

City Engineer Sandy stated there are two notifications to residents; one with the initial estimate in the spring and the other at the time of assessed amounts. He indicated this is the standard notification process. He said the assessment calculation process is followed the exact same way each year for every street project for consistency and equality to everyone. He indicated there could be another notification letter when the bids are received if Council requests.

Council Member Johnson directed staff to discuss the notification process with the Safety & Public Works Committee at a future meeting.

Council discussion took place and questions answered.

The Chair closed the public hearing at 9:30 p.m.

City Attorney Langel stated that estimated costs have no legal bearing on the assessments to the property. He said what is considered is the benefit versus the cost of the improvements to that property.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT THE RESOLUTION ORDERING THE ASSESSMENTS FOR IMPROVEMENTS 17-06 AND 17-07 FOR PROPERTIES 810 H ST NE (41191702), 518 10TH AVE NE (41191658), 815 10TH AVE NE (41191139 AND 41191140) AS PRESENTED.

Council Member Bevans stated he feels the assessed amounts are fair according to the value and benefits received from the project.

Council Member Johnson indicated the property owner at 815 10th Ave NE should be compensated for the work she had to do to resolve the problems with her landscape.

City Engineer Sandy stated there are standards and specifications that need to be met before a contract is accepted. He said this project remains open until those standards are acceptable.

Mr. Scott Hedlund explained the contractor did try to resolve the issues with the weeds and topsoil, but the property owner of 815 10th Ave NE would not allow them on the property.

RESOLUTION NO. 60:19

Upon roll call, members Stunek, Pritschet, Bevans, and Erickson voted "aye". Members Badeaux, Lambert and Johnson voted "nay". The Chair declared the motion carried.

Public Hearing and Resolution – Contested Nuisance Assessments – Adopted by Resolution No. 61:19

The Chair opened the public hearing at 9:38 p.m.

No one came forward.

The Chair closed the public hearing at 9:39 p.m.

Community Development Director Chanski explained the nuisance assessment for 1319 11th Avenue NE was for an unlicensed vehicle that had a history going back to 2017 and the car was just recently removed from the property. Mr. Chanski explained the property maintenance assessment for 319 9th Street N is for a damaged roof going back to 2015. He indicated the property owner has been directed to the Brainerd Housing & Redevelopment Authority (HRA) to inquire about qualifications for a loan program to be able to repair his roof.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT THE RESOLUTION ORDERING THE ASSESSMENTS FOR NUISANCES ASSESSED TO PROPERTIES 1319 11TH AVE NE (41190516) AND 319 9TH ST N (41241208) AS PRESENTED.

RESOLUTION NO. 61:19

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

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 – 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)

New Business

Appoint Council Liaison – Fire Advisory Board, (added) the Northland Arboretum and as an Alternate to the Transportation Advisory Committee (TAC) - Approved

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO APPOINT TAD ERICKSON AS COUNCIL LIAISON TO THE FIRE ADVISORY BOARD, THE NORTHLAND ARBORETUM AND AS AN ALTERNATE TO THE TRANSPORTATION ADVISORY COMMITTEE.

Call for Public Hearing for Discussion on the Implementation and Progress of the Small Cities Development Program (SCDP) Grant CDAP-17-0019-O-FY18 - Approved

MOVED AND SECONDED BY ALDERMEN LAMBERT AND PRITSCHET, DULY CARRIED, TO APPROVE SETTING THE PUBLIC HEARING FOR NOVEMBER 18, 2019 AT 7:30 P.M TO DISCUSS THE IMPLEMENTATION AND PROGRESS OF THE NORTHEAST AND DOWNTOWN BRAINERD SCDP GRANT AWARDED IN 2018.

Industrial Park Lots Sale Procedure

Community Development Director Chanski explained the Economic Development Authority (EDA) met October 31st to discuss the marketing and selling procedures for the industrial lots, specifically those in Phase IV and along Wright Street. He indicated there have

November 4, 2019 - ***DRAFT***

been no sales since the FedEx purchase in 2015. He stated the EDA has proposed a procedure for marketing and transferring ownership of these lots to the EDA upon an agreement to purchase. He said the EDA also recommended marketing the property at \$1 per acre and to authorize staff to pursue financing by which the City may recoup its investment, not limited to Tax Increment Financing (TIF).

Tyler Glynn, economic development officer with BLAEDC explained the City no longer has a listing agent for this property which is an important facet of this motion. He indicated the lots are also listed on the BLAEDC website, and many other cities are listing lots at \$1 per acre since there is the option of TIF. He stated the developer would need to pay a deposit before the process starts.

Council Member Johnson voiced his concerns in recouping some of the money spent on these lots.

Council Member Bevans indicated the process would not take place until a developer comes forward.

Finance Director Hillman stated the Council would need to approve the TIF district prior to action taking place.

Council discussion took place.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET, DULY CARRIED, TO APPROVE THE EDA'S RECOMMENDED PROCEDURE FOR MARKETING AND SELLING INDUSTRIAL PARK LOTS FOR A PERIOD OF FOUR YEARS.

Planning Commission

Final Reading – Proposed Ordinance No. 1500 – Rezone 11349 Easy Street from R-1A to R-1 – Interim City Administrator Thoreen Recommends to Dispense with the Actual Reading – Adopted

MOVED AND SECONDED BY ALDERMEN LAMBERT AND STUNEK, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1500 – AN ORDINANCE AMENDING ORDINANCE NO. 812 PERTAINING TO THE ZONING OF 11349 EASY STREET FROM AN R-1A TO AN R-1 DISTRICT TO BE ABLE TO CONSTRUCT A GARAGE.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS TO ADOPT ORDINANCE NO. 1500 – AN ORDINANCE AMENDING ORDINANCE NO. 812 PERTAINING TO THE ZONING OF 11349 EASY STREET FROM AN R-1A TO AN R-1 DISTRICT TO BE ABLE TO CONSTRUCT A GARAGE.

ORDINANCE NO. 1500

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

Public Forum

The Chair opened the public forum at 10:11 p.m.

November 4, 2019 - **DRAFT**

No one came forward.

The Chair closed the public forum at 10:11 p.m.

Staff Reports

Mayor Menk read a proclamation honoring Mr. Walter Straka, a survivor of the Bataan Death March stating that Monday, November 11, 2019 is officially Walter Straka Day in the City of Brainerd.

Council Member Reports

Council Member Badeaux stated the Water Tower Committee has submitted a request for a grant and would like to open the committee for additional applicants.

Council Member Erickson said the Halloween events that took place in the community were well received and a lot of fun.

Council Member Lambert stated the Rental Housing Ordinance Review Committee is now reviewing the licensing and fees portion of the ordinance.

Council Member Johnson thanked Crow Wing County for the use of the facilities during the renovations at City Hall. He also participated in the Halloween events and said the northside community members are always very generous and the neighborhood is inviting.

Council Member Pritschet wished the hunters a safe and successful weekend. He said he spoke with the library board and they are more than happy to accommodate patrons to view the Council meetings on the computers.

Adjourn

The Chair adjourned the meeting at 10:18 p.m.

James M. Thoreen
Interim City Administrator

**Brainerd, MN
November 5, 2019**

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

Upon roll call, the following members were noted as present: Lambert, Stunek, Bevans, Johnson, Erickson, Pritschet and Mayor Menk. Alderman Badeaux was noted absent; however, arrived at 6:25 pm. Also noted present were Gary Weiers, David Drown Associates Company (DDA); Theresa Bourke, Brainerd Dispatch; and Kris Schubert, HR Director.

City Administrator Hiring Process

The Chair welcomed Mr. Gary Weiers, DDA Company, who assisted the Council in selecting the top finalists for the City Administrator position. All candidates were referenced by Candidate number and not name during this process.

The Council selected the following five candidates to interview which are in no particular order:

1. Candidate #6 (Steve Kil)
2. Candidate #7 (David Chanski)
3. Candidate #8 (Nathan Ehalt)
4. Candidate #11 (Joe Gaa)
5. Candidate #12 (Jennifer Bergman)

Council discussion took place regarding the need or want for a sixth potential candidate. The consensus was that Candidate #1 will be a backup; however, only if one of the originally selected candidates withdraws from consideration within 48 hours of tonight's meeting.

MOVED AND SECONDED BY ALDERMEN PRITCSHEL AND LAMBERT, DULY CARRIED, TO INTERVIEW CANDIDATES #6, #7, #8, #11 AND #12 ON NOVEMBER 19, 2019 STARTING AT 3:30 P.M.

Mr. Weiers explained interview components and options.

The Council agreed to provide a city tour, an interview with the Department Heads as a group, a meeting with Brainerd Economic Development partners and a final Group Interview with council which will result in about 5+ hours of interview time. The interview date was schedule for Tuesday, November 19, 2019, with Council interviews to start at 3:30 p.m. to approximately 8:30 p.m. There will be a 30 minute dinner break with box lunches delivered.

Mr. Weiers inquired about reimbursement for travel expense noting that the last time the Council approved up to \$150 if a hotel room was needed the night before the interview

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE A REIMBURSEMENT UP TO \$150 HOTEL FOR EITHER NOVEMBER 18 OR NOVEMBER 19TH.

November 4, 2019

Adjournment

The Chair adjourned the meeting at 6:38 P.M.

James M. Thoreen
Interim City Administrator

November 4, 2019

**Brainerd, MN
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Mr. Weiers explained interview components and options.

The Council agreed to provide a city tour, an interview with the Department Heads as a group, a meeting with Brainerd Economic Development partners and a final Group Interview with council which will result in about five hours of interview time. The interview date was schedule for Tuesday, November 19, 2019, with Council interviews to start at 3:30 p.m. to approximately 8:00 p.m. with deliberations to follow. There will be a 30-minute dinner break with box lunches delivered. It was agreed that Council would pay for the meals themselves.

Mr. Weiers inquired about reimbursement for travel expense noting that the last time the Council approved up to \$150 if a hotel room was needed the night before the interview.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO APPROVE A MAXIMUM HOTEL REIMBURSEMENT OF UP TO \$150; FURTHER, THAT THE DATE COULD BE FOR EITHER NOVEMBER 18TH OR NOVEMBER 19TH.

November 4, 2019

Adjournment

The Chair adjourned the meeting at 6:38 P.M.

James M. Thoreen
Interim City Administrator

November 4, 2019

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
November 18, 2019
(3 New, 2 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
STONE & BOULDER CREATIONS LLC 26065 223rd AVE RICHMOND, MN 56368 19-0231	(320) 293-0063	SIDE	3/18/2020	12/31/2019	
BOB HECIMOVICH MECHANICAL 11236 SPUDVILLE RD HIBBING, MN 55746 19-0230	(218) 929-7479	PLUM	12/14/2019	12/31/2019	PC644797
RACHEL CONTRACTING, LLC. 4125 NAPIER COURT NE ST MICHAEL, MN 55376 19-0229	(763) 424-1502	EXCA	4/1/2020	12/31/2019	
LANDMARK STUCCO INC. 16744 CO RD 151 AVON, MN 56310 19-0228	(320) 267-8199	STUC	3/30/2020	12/31/2019	
KNIGHT BUILDERS, INC. PO BOX 609 ST. JOSEPH, MN 56374 19-0227	(320) 363-0783	DRYW	3/6/2020	12/31/2019	

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council
FROM: Police Chief Corky McQuiston
DATE: 11-13-19
RE: Monthly Report



2019 DSA Outstanding Service Provider

On October 24th at the Brainerd Jaycees/Community Action Distinguished Service Awards Brainerd Police Officer Paul Rosier received the 2019 Outstanding Community Service Provider. This was a unique opportunity to recognize a great person; in addition to being a police officer, Paul is also a paid-on-call Brainerd Fire Fighter.

Paul was nominated for his involvement with the local drug court and his Coffee-with-a-Cop program. Paul consistently leads our department in measurable performance and is an irreplaceable asset to our agency. Paul was selected by his peers in 2016 to be the Brainerd Police Officer of the Year.



Halloween

Our 16th Annual Halloween Event was held on October 31st, and about 850 trick-or-treaters visited the Police Department. We took this opportunity to partner with Crow Wing Energized and ship (statewide health improvement partnership) to provide information on the dangers of tobacco use and e-cigarettes. The two-sided card shown here was distributed with a Swedish Fish candy attached to those who visited us.



- In 2017, MN youth tobacco use rose for the first time in 17 years
- E-cigarettes are the most popular tobacco product used by youth
- Over 1 in 4 Crow Wing County 11th grade students have used e-cigarettes in the past 30 days
- Any form of nicotine harms the developing brain

Resources: <https://tobacco21.org/> and Minnesota Student Survey

For the annual event, we again partnered with the Brainerd Fire Department and the Crow Wing County Sheriff's Department.

Crow Wing
energized

ship
statewide health
improvement partnership

16th Annual

HALLOWEEN SAFETY EVENT

Come Trick or Treat with the

**BRAINERD FIRE
DEPARTMENT**



Trick-or-treat at the Fire Department,
23 Laurel Street.



**BRAINERD POLICE
DEPARTMENT**

Trick-or-Treat with McGruff through multiple treat
stations in the garage on the north end of the
Police Department, 225 East River Rd.



**CROW WING COUNTY
SHERIFF'S OFFICE**

Stations set up for Patrol, Dispatch, Boat and Water,
Tac Team and Bomb Disposal at the Sheriff's Office,
202 Laurel Street.

October Training

During October, we used our fall annual firearms training and qualification to convert to the 9mm Glock model 45 pistols that we received authorization to purchase with Drug Forfeiture Funds in July. Everyone agreed that the new pistols are more accurate and easier to shoot. We conducted this training at the Crow Wing County Sheriff Department's outdoor range located at the south end of the fairgrounds.



2019 TZD Conference

Investigator Tony Runde and Officer Derek Pallansch both attended the 2019 TZD Conference held in St. Cloud at the River's Edge Convention Center on October 23rd & 24th. The Conference was addressed by Governor Walz.



Investigator Runde is the local grant coordinator for the law enforcement agencies in Crow Wing County for the TZD Enforcement Grant. The conference is required attendance for local grant coordinators and the conference cost is covered by TZD funding.

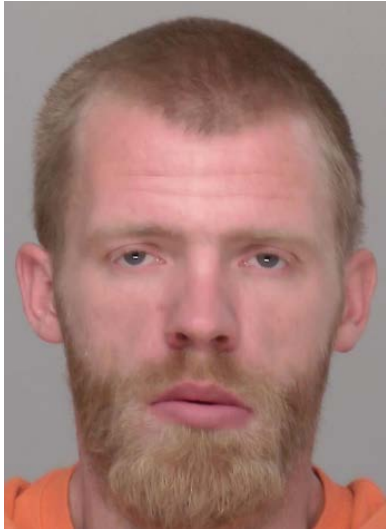
Officer Pallansch's costs associated with attending the conference were paid for jointly by TZD funding and the Crow Wing County DWI Court. Derek is assigned as the liaison officer to DWI Court. The conference always has an excellent impact presentation. This year it was the State Patrol "**Lasting-Impact**" video. This is a link to a news story about the circumstances involved and the State Patrol's video:

<https://dps.mn.gov/divisions/msp/Pages/lasting-impact.aspx>

Officers received 11 POST Credits for the conference and attended training in a variety of areas including Marijuana Potency and Impairment, Changing Driving Culture involving Pedestrians, Drug Impairment Trends and Concealment, Traffic Incident Management for Emergency Responders, and Testifying in Court.

October Police Activity

On Friday October 25th, at about 9 am, officers were dispatched to Crow Wing Recycling to investigate a report of persons there trying to sell suspected stolen catalytic converters. When police officers arrived, a male known to officers as 29-year-old Larry Duane Lucas Jr, jumped into a 2002 Chevrolet Tahoe that he did not have permission to drive and fled the scene.



Lucas had several outstanding warrants for his arrest. Officers initially pursued the fleeing vehicle traveling east on the Thiesse Road and then north on State Highway 25, however when the vehicle began to travel back into Brainerd on Oak Street, the on-duty Patrol Sergeant involved in the incident directed officers to discontinue the pursuit. Lucas was driving dangerously and at high speeds.

At about 10:30 am, on Sunday, October 27th, officers located Lucas at a residence in the 500 block of SE 19th Street and he was taken into custody without incident. Lucas remains in custody on at least eight different felony charges.

At about 10:20 pm, on Sunday, October 27th, officers were dispatched to respond to O'Neary's Pub on South 7th Street in Brainerd, to investigate a report of an assault involving a knife that had just occurred in that area.

Responding officers met with a 27-year-old Brainerd man who was suffering from a laceration to his left index finger. The victim stated that he was walking near the intersection of Laurel and South 7th Streets, when he was approached by a male that had a knife and told him to "give me your money." The victim was somewhat familiar with the suspect and refused to give the suspect money and attempted to disarm the suspect. When the victim tried to take the knife from the suspect, he suffered the laceration to his finger. The suspect then fled on foot. The victim then went to O'Neary's Pub for help.

The victim was transported by ambulance to an area hospital for treatment to the laceration and was later discharged. Officers were able to determine the identity of the suspect as 35-year-old John Alton Piffier III from a partial name given by the victim. Piffier was located at his residence in Breezy Point and taken into custody without incident at about 11:36 pm. Piffier was transported to the Crow Wing County Jail and charged with Assault and Attempted Robbery. The Breezy Point & Baxter Police Departments, along with the Crow Wing County Sheriff's Department assisted with this investigation.

Body Worn Camera Data Report



Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
September	1938	353 Hours	665 GB	343 MB	10.91 Minutes	64
October	1914	375 Hours	700 GB	366 MB	11.76 Minutes	62

Conduct on Premises Activity Report for October

ICR	Date Reported	Title	Address	Summary
19013594	10/03/19	Conduct on Premises	702 ½ South 9 th Street	Unlicensed Rental – Eviction Pending
19013895	10/09/19	Conduct on Premises	111 ½ Laurel Street	Conduct on Premises
19014327	10/18/19	Conduct on Premises	912 Oak Street	Conduct on premises.
19015143	10/24/19	Conduct on Premises	702 ½ South 9 th Street	Unlicensed Rental – Eviction Pending

Monthly Police Activity

October	2019	2018
Calls	1679	1493
Citations (Inc. Parking)	278	207
Part I and Part II Crimes Reported	197 **	233

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

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

Revenue Recapture Receipts:

To Date: \$ 47,540.08
In 2019: \$ 6,893.95

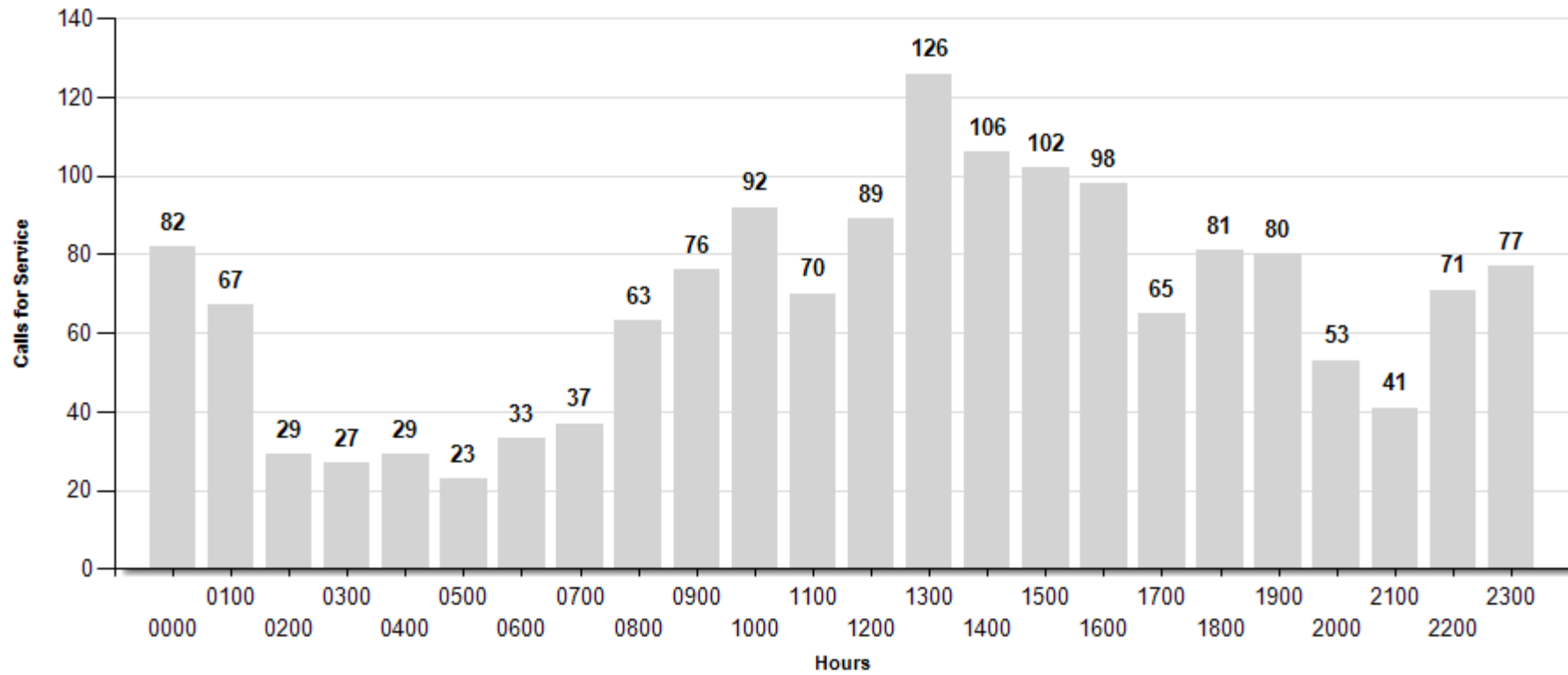
6	Dismissed
	Business Validations
49	Paid in Full
3	Partial Payments Received
29	No Payment Received



Calls for Service Hourly

10/1/2019 to 10/31/2019

Total Calls: 1679





Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Memorandum of Agreement with IBEW (Adm Support) Union for Health Ins.

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: HR Director Kris Schubert	Department: HR
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: n/a - consent
Summary of Issue: Attached is a Memorandum of Agreement (MOA) between the City of Brainerd and the International Brotherhood of Electrical Workers Local #31 Union representing the Administrative Support bargaining unit. This MOA replaces the current health plan option identified in the union contract with Sourcewell's new Smart Plan #3 health plan option for plan years beginning in 2020.	
Alternatives, Options, Effects on Others/Comments: On October 7, 2019, the City Council approved offering Sourcewell's Smart Plan #3 health plan option to replace our current High Deductible Health Plan beginning in 2020. This replacement was recommended by both Sourcewell and our Employee Insurance Committee. At that time, it was noted that Staff would need to negotiate a MOA with the affected unions as this replaces the base health plan included in their union contracts. At this time, three out of four affected unions have agreed to the attached MOA. The United Steel Workers (Hydro) Union agrees to the concept, but has concerns with the actual MOA verbiage. We will continue negotiations after deer hunting.	
Recommended Action/Motion: N/A - consent calendar item.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

MEMORANDUM OF AGREEMENT
Between City of Brainerd (Employer)
and
International Brotherhood of Electrical Workers Local #31 (Union)
Representing the Administrative Support bargaining unit

(Amendment to Health Insurance Plan Option)

This Memorandum of Agreement is entered into between the City of Brainerd (hereafter referred to as "the Employer") and the International Brotherhood of Electrical Workers Local #31 (hereafter referred to as the "Union"), which is the exclusive representative for the Administrative Support bargaining unit. The Employer and the Union will collectively be referred to as the "Parties".

WHEREAS, the Parties are parties to a labor agreement currently in effect January 1, 2019 to December 31, 2020 (hereinafter referred to as the "Collective Bargaining Agreement") governed by the Minnesota Public Employment Labor Relations Act (as amended); and

WHEREAS, the Collective Bargaining Agreement outlines a negotiated health insurance benefit; and

WHEREAS, the Employer is a member of the Sourcewell group, a cooperative purchasing group that seeks to utilize its multiple members as a means of obtaining health insurance benefits on more favorable terms than can be obtained as an individual employer; and

WHEREAS, Sourcewell operates a health insurance pool; and

WHEREAS, Minnesota Statute Section 471.6161, Subd. 5 provides as follows:

Subd. 5. Collective bargaining. The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits;

and

WHEREAS, Article 8, Section 10, of the Collective Bargaining Agreement describes the health insurance plan offered to employees; and

WHEREAS, the Parties wish to modify the existing health insurance plan option currently contained in the Collective Bargaining Agreement, as specified in Exhibit A hereto.

NOW, THEREFORE, the Employer and the Union agree as follows:

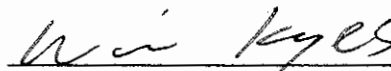
1. The Collective Bargaining Agreement is hereby modified by replacing the health insurance option identified in Article 8, Section 10, with the health insurance option outlined in Exhibit A. The remainder of the Collective Bargaining Agreement shall remain unaltered.
2. To the extent that said plan option constitutes or may constitute a reduction in aggregate benefits as outlined in Minnesota Statutes Section 471.6161, Subd. 5, the Union hereby agrees to said reduction in benefits.
3. The Parties understand that, as stated in Exhibit A, the deductibles are expected to increase annually in accordance with the plan's terms. The Parties agree that, to the extent that deductibles increase, such increases will be automatically incorporated into Exhibit A and will take effect without any further amendment to the Collective Bargaining Agreement.
4. To the extent that this Memorandum of Agreement is inconsistent with the terms of the collective bargaining agreement, this Memorandum of Agreement will control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this ____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

James M. Thoreen



Will Keyes, Business Agent

Date

Date

Attachment: Exhibit A

Exhibit A – High Deductible Health Plan Option

For Plan Years Starting 2020	Plan 3:
Plan Name	Family Premier
HSA Index ³	Minimum Deductible per Family
Impacting Annual Deductible per Single	
Deductible per Single ²	\$2,800
Ded per Family Person	\$2,800
Ded per Family Total	\$5,600
% Paid by Plan After Ded ¹	100%
Out-of-Pkt Max per Single	\$2,800
OOP Max per Family Person	\$2,800
OOP Max per Family Total	\$5,600

¹After deductibles on all Smart plans, the Plan pays 100% of the cost of qualifying care received at Top Value providers, as well provides up to \$1,500 of travel benefit when used to see Top Value providers.

²Deductible need not be met first to receive benefits for preventive prescriptions on all Smart plans; instead, a copay will apply for brand name drugs on the approved list, and there's no copay for generics on the list.

³Deductibles are expected to increase annually, based on the correlating HSA index item for each plan, as established annually by the IRS. Family deductibles will be two times the new single deductible. Out-of-pocket maximum will be equal to the new deductible each year.



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Memorandum of Agreement with IBEW (Public Utility) Union for Health Ins.

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: HR Director Kris Schubert	Department: HR
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: n/a - consent
Summary of Issue: Attached is a Memorandum of Agreement (MOA) between the City of Brainerd and the International Brotherhood of Electrical Workers Local #31 Union representing the Public Utilities bargaining unit. This MOA replaces the current health plan option identified in the union contract with Sourcewell's new Smart Plan #3 health plan option for plan years beginning in 2020.	
Alternatives, Options, Effects on Others/Comments: On October 7, 2019, the City Council approved offering Sourcewell's Smart Plan #3 health plan option to replace our current High Deductible Health Plan beginning in 2020. This replacement was recommended by both Sourcewell and our Employee Insurance Committee. At that time, it was noted that Staff would need to negotiate a MOA with the affected unions as this replaces the base health plan included in their union contracts. At this time, three out of four affected unions have agreed to the attached MOA. The United Steel Workers (Hydro) Union agrees to the concept, but has concerns with the actual MOA verbiage. We will continue negotiations after deer hunting.	
Recommended Action/Motion: N/A - consent calendar item.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

MEMORANDUM OF AGREEMENT
Between City of Brainerd (Employer)
and
International Brotherhood of Electrical Workers Local #31 (Union)
Representing the Public Utilities bargaining unit

(Amendment to Health Insurance Plan Option)

This Memorandum of Agreement is entered into between the City of Brainerd (hereafter referred to as "the Employer") and the International Brotherhood of Electrical Workers Local #31 (hereafter referred to as the "Union"), which is the exclusive representative for the Public Utilities bargaining unit. The Employer and the Union will collectively be referred to as the "Parties".

WHEREAS, the Parties are parties to a labor agreement currently in effect January 1, 2019 to December 31, 2020 (hereinafter referred to as the "Collective Bargaining Agreement") governed by the Minnesota Public Employment Labor Relations Act (as amended); and

WHEREAS, the Collective Bargaining Agreement outlines a negotiated health insurance benefit; and

WHEREAS, the Employer is a member of the Sourcewell group, a cooperative purchasing group that seeks to utilize its multiple members as a means of obtaining health insurance benefits on more favorable terms than can be obtained as an individual employer; and

WHEREAS, Sourcewell operates a health insurance pool; and

WHEREAS, Minnesota Statute Section 471.6161, Subd. 5 provides as follows:

Subd. 5. Collective bargaining. The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits;

and

WHEREAS, Article 11, Section 1, of the Collective Bargaining Agreement describes the health insurance plan offered to employees; and

WHEREAS, the Parties wish to modify the existing health insurance plan option currently contained in the Collective Bargaining Agreement, as specified in Exhibit A hereto.

NOW, THEREFORE, the Employer and the Union agree as follows:

1. The Collective Bargaining Agreement is hereby modified by replacing the health insurance option identified in Article 11, Section 1, with the health insurance option outlined in Exhibit A. The remainder of the Collective Bargaining Agreement shall remain unaltered.
2. To the extent that said plan option constitutes or may constitute a reduction in aggregate benefits as outlined in Minnesota Statutes Section 471.6161, Subd. 5, the Union hereby agrees to said reduction in benefits.
3. The Parties understand that, as stated in Exhibit A, the deductibles are expected to increase annually in accordance with the plan's terms. The Parties agree that, to the extent that deductibles increase, such increases will be automatically incorporated into Exhibit A and will take effect without any further amendment to the Collective Bargaining Agreement.
4. To the extent that this Memorandum of Agreement is inconsistent with the terms of the collective bargaining agreement, this Memorandum of Agreement will control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this ____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

James M. Thoreen

Will Keyes

Will Keyes, Business Agent

Date

10/31/2019

Date

Todd Wicklund
BPU Finance Director/Secretary

Date

Attachment: Exhibit A

Exhibit A – High Deductible Health Plan Option

For Plan Years Starting 2020	Plan 3:
Plan Name	Family Premier
HSA Index ³	Minimum Deductible per Family
Impacting Annual Deductible per Single	
Deductible per Single ²	\$2,800
Deductible per Family Person	\$2,800
Deductible per Family Total	\$5,600
% Paid by Plan After Deductible ¹	100%
Out-of-Pocket (OOP) Max per Single	\$2,800
OOP Max per Family Person	\$2,800
OOP Max per Family Total	\$5,600

¹After deductibles on all Smart plans, the Plan pays 100% of the cost of qualifying care received at Top Value providers, as well provides up to \$1,500 of travel benefit when used to see Top Value providers.

²Deductible need not be met first to receive benefits for preventive prescriptions on all Smart plans; instead, a copay will apply for brand name drugs on the approved list, and there's no copay for generics on the list.

³Deductibles are expected to increase annually, based on the correlating HSA index item for each plan, as established annually by the IRS. Family deductibles will be two times the new single deductible. Out-of-pocket maximum will be equal to the new deductible each year.



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Memorandum of Agreement with LELS for new 2020 Health Insurance 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 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: HR Director Kris Schubert	Department: HR
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: n/a - consent
Summary of Issue: Attached is a Memorandum of Agreement (MOA) between the City of Brainerd and the Law Enforcement Labor Services, Inc. Local #65 Union representing the Police Officer bargaining unit. This MOA replaces the current health plan option identified in the union contract with Sourcewell's new Smart Plan #3 health plan option for plan years beginning in 2020.	
Alternatives, Options, Effects on Others/Comments: On October 7, 2019, the City Council approved offering Sourcewell's Smart Plan #3 health plan option to replace our current High Deductible Health Plan beginning in 2020. This replacement was recommended by both Sourcewell and our Employee Insurance Committee. At that time, it was noted that Staff would need to negotiate a MOA with the affected unions as this replaces the base health plan included in their union contracts. At this time, three out of four affected unions have agreed to the attached MOA. The United Steel Workers (Hydro) Union agrees to the concept, but has concerns with the actual MOA verbiage. We will continue negotiations after deer hunting.	
Recommended Action/Motion: N/A - consent calendar item.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

MEMORANDUM OF AGREEMENT
Between City of Brainerd (Employer)
and
Law Enforcement Labor Services, Inc. Local #65 (Union)
Representing the Police Officer bargaining unit

(Amendment to Health Insurance Plan Option)

This Memorandum of Agreement is entered into between the City of Brainerd (hereafter referred to as "the Employer") and Law Enforcement Labor Services, Inc. Local #65 (hereafter referred to as the "Union"), which is the exclusive representative for the Police Officer bargaining unit. The Employer and the Union will collectively be referred to as the "Parties".

WHEREAS, the Parties are parties to a labor agreement currently in effect January 1, 2019 to December 31, 2021 (hereinafter referred to as the "Collective Bargaining Agreement") governed by the Minnesota Public Employment Labor Relations Act (as amended); and

WHEREAS, the Collective Bargaining Agreement outlines a negotiated health insurance benefit; and

WHEREAS, the Employer is a member of the Sourcewell group, a cooperative purchasing group that seeks to utilize its multiple members as a means of obtaining health insurance benefits on more favorable terms than can be obtained as an individual employer; and

WHEREAS, Sourcewell operates a health insurance pool; and

WHEREAS, Minnesota Statute Section 471.6161, Subd. 5 provides as follows:

Subd. 5. Collective bargaining. The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits;

and

WHEREAS, Article XII of the Collective Bargaining Agreement describes the health insurance plan offered to employees; and

WHEREAS, the Parties wish to modify the existing health insurance plan option currently contained in the Collective Bargaining Agreement, as specified in Exhibit A hereto.

NOW, THEREFORE, the Employer and the Union agree as follows:

1. The Collective Bargaining Agreement is hereby modified by replacing the health insurance option identified in Section 12.2, with the health insurance option outlined in Exhibit A. The remainder of the Collective Bargaining Agreement shall remain unaltered.
2. To the extent that said plan option constitutes or may constitute a reduction in aggregate benefits as outlined in Minnesota Statutes Section 471.6161, Subd. 5, the Union hereby agrees to said reduction in benefits.
3. The Parties understand that, as stated in Exhibit A, the deductibles are expected to increase annually in accordance with the plan's terms. The Parties agree that, to the extent that deductibles increase, such increases will be automatically incorporated into Exhibit A and will take effect without any further amendment to the Collective Bargaining Agreement.
4. To the extent that this Memorandum of Agreement is inconsistent with the terms of the collective bargaining agreement, this Memorandum of Agreement will control.

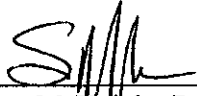
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this ____ day of _____, 2019.

FOR THE EMPLOYER

James M. Thoreen

Date

FOR THE UNION


Sean McKnight, Business Agent

11/1/19
Date

Attachment: Exhibit A

Exhibit A – High Deductible Health Plan Option

For Plan Years Starting 2020	Plan 3:
Plan Name	Family Premier
HSA Index ³ Impacting Annual Deductible per Single	Minimum Deductible per Family
Deductible per Single ²	\$2,800
Ded per Family Person	\$2,800
Ded per Family Total	\$5,600
% Paid by Plan After Ded ¹	100%
Out-of-Pkt Max per Single	\$2,800
OOP Max per Family Person	\$2,800
OOP Max per Family Total	\$5,600
¹After deductibles on all Smart plans, the Plan pays 100% of the cost of qualifying care received at Top Value providers, as well provides up to \$1,500 of travel benefit when used to see Top Value providers. ²Deductible need not be met first to receive benefits for preventive prescriptions on all Smart plans; instead, a copay will apply for brand name drugs on the approved list, and there's no copay for generics on the list. ³Deductibles are expected to increase annually, based on the correlating HSA index item for each plan, as established annually by the IRS. Family deductibles will be two times the new single deductible. Out-of-pocket maximum will be equal to the new deductible each year.	

THE Center

November 18, 2019

Dear Brainerd City Council, Mayor and City Administrator,

Enclosed you will find requested information in response to our agreement with the City of Brainerd. We cannot supply our end of the year financials until late January; as that is the earliest that they are prepared.

Funding that was received in 2019 from the City of Brainerd from the half mill levy and tax arrears were \$87,439.87. The breakdown was; first half mill levy payment in January for \$42,000 and the second half mill levy payment in July for \$42,000.

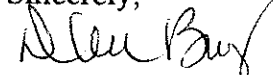
The Center's expenditures that were paid by those funds were; water/electric \$18,132.56, gas/heat \$8,339.89, facility maintenance & equipment repairs \$10,832.81, fire/sprinkler systems \$759.88, pest control \$360, CPA \$3,360, office supplies \$3,995.53, cleaning supplies \$3,801.88, elevator maintenance \$1,920, recycling/garbage \$1,416.86, telephone/internet \$2,023.83, postage \$264.60, kitchen supplies \$1,060.80 and insurance \$6,746.97. The expenses that are covered with the half mill levy total \$63,015.61 for the months January through August; eight month's expenses. If expenses stay consistent to the end of the year, they will reach \$94,523.42.

I have included our November newsletter for you to review. Please take note the monthly schedule on page 18. We offer over fifty four activities, events and programs weekly. What will 2019 hold for member of The Center? We will continue collaborating with health care providers to offer health education events. We have been donated a gently used pool table and will be developing leagues and tournaments. We are working on collaboration with other organizations in the community on life-long learning. The sky is limit!

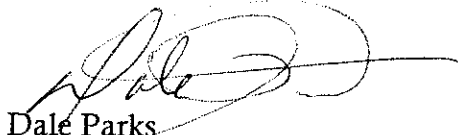
In addition to our day to day operations, how do the members of The Center give back to the residents of the City of Brainerd and the lakes area? We give back by coordinating bandstand concerts every Thursday evening from the beginning of June to the end of August; by the wooden toys and cloth dolls that are given to children in crisis; by the quilts that are made and delivered to individuals of all ages who have serious medical conditions; by The Center's Choir performing at numerous community location singing choral arrangements that are coordinated with holidays through the year!

We cannot thank you enough for the support The Center receives from the City of Brainerd. We would look very different without it. We look forward to continuing our mission of supporting individuals age 45 and up within City of Brainerd and the lakes area.

Sincerely,



DeAnn Barry
Executive Director



Dale Parks
President of the Board of Directors

Lakes Area Senior Activity Center, Inc.

Financial Statements

For the period ending August 30th, 2019

Lakes Area Senior Activity Center
Statement of Financial Position
As of August 31, 2019

Accrual Basis

	Aug 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Cash - Unrestricted	
1101 - Cash on Hand	200.00
1102 - Petty Cash	222.00
1120 - Bremer Checking 4117	166,312.95
1150 - Brm Savings MM 2412	96,947.72
1160 - Brick Store-Security Deposits S	1,051.60
Cash - Unrestricted - Other	60.35
Total Cash - Unrestricted	264,794.62
Investments	
1170.5 - Endowment Fund-Brd Comm Fnd	329,582.49
Total Investments	329,582.49
Total Checking/Savings	594,377.11
Total Current Assets	594,377.11
Fixed Assets	
1200 - Fixed Assets	18,475.13
1210 - Donated Building	456,986.20
1230 - Kitchen Renovation 2005	25,874.11
1240 - Tower Windows 2005	31,620.00
1250 - Accumulated Depreciation	-553,697.62
1606 - Center Windows & Sidewalk	125,270.26
1645 - Equipment	70,343.54
1655 - Furniture & Fixtures	56,386.44
1681 - 817 Kingwood Parking Lot	50,087.48
1682 - North 9th Parking Lot	144,618.00
1683 - Elevator	138,989.02
1684 - Brick Store	76,910.15
Total Fixed Assets	641,862.71
TOTAL ASSETS	1,236,239.82
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 - Payroll Liabilities	
2100.1 - SIMPLE Payable-Employer	519.04
2100.2 - SIMPLE Payable-Employee	302.10
2205 - Federal W/H Tax Payable	688.97
2210 - Social Security W/H Tax Payable	1,324.45
2212 - Medicare W/H Tax Payable	309.74
2415 - SUTA Payable	325.50
2420 - State W/H Tax Payable	354.38
2100 - Payroll Liabilities - Other	-306.09
Total 2100 - Payroll Liabilities	3,518.09
2200 - Employee Health Ins Pay	-541.08
2450 - Brick Building Security Deposit	880.13
Total Other Current Liabilities	3,857.14
Total Current Liabilities	3,857.14
Total Liabilities	3,857.14
Equity	
1110 - Retained Earnings	537,203.29
3200 - Unrestricted	387,420.68

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center
Statement of Financial Position
As of August 31, 2019

Accrual Basis

	Aug 31, 19
Net Income	307,758.71
Total Equity	1,232,382.68
TOTAL LIABILITIES & EQUITY	1,236,239.82

Lakes Area Senior Activity Center

Statement of Activities

January through August 2019

Accrual Basis

Jan - Aug 19

Ordinary Income/Expense Income

REVENUE - PROGRAMS, PROJECTS

4113 · Interest Income - All Acct	131.27
4116 · Meeting Room Income	1,893.20
4117.1 · Legacy Fund.	288,760.00
4119 · Gift Shop Income	3,593.57
4120 · Donut Income	63,744.82
4124 · Greeting Cards Income	1,512.00
4128 · Activity/Event Income	7,755.85
4128.1 · Ageless Expo	3,620.00
4130 · Garage Sale Income	2,815.50
4134 · Fundraising Meals	4,305.50
4140 · Defensive Driving Income	4,975.00
4160.1 · Ribfest	3,059.00
4170 · Newsletter Ads	14,036.00
4180 · Bake Sale	954.69
4181 · Plant Sale	17,509.80
4182 · Brat Sale	222.10
4190 · Trips Income	4,480.00
4190.3 · Concerts Franklin	1,681.00
4192 · Tower User Fees	13,078.80
4193 · LSS Dining User Fees	14,400.00

Total REVENUE - PROGRAMS, PROJECTS 452,528.10

SUPPORT (DONATIONS)

4112 Miscellaneous Grants	5,000.00
4020 · Gambling	4,381.00
4106 · City of Baxter	17,510.00
4110 · City of Brainerd	87,439.87
4117 · Donations Income	2,341.44
4118 · Memberships Income	19,740.00

Total SUPPORT (DONATIONS) 136,412.31

Total Income 588,940.41

Gross Profit 588,940.41

Expense

OFFICE & BUILDING

5530 Bank Charges Expense	0.53
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Total OFFICE & BUILDING 0.53

PERSONNEL

5200 · Wages & Salaries	94,657.93
5216 · SUTA Expense	182.93
5224 · Payroll Expenses	57.75
5226 · SIMPLE-Employer Match	2,206.93
5230 · Medicare Expense	1,372.53
5231 · Social Security Expense	5,868.80

Total PERSONNEL 104,346.87

5237 · CPA	2,340.00
5239 · Tax Prep	1,020.00
5270 · Travel/Seminar	59.16
5271 · Dues/Subscriptions	4,165.94
5320 · Office Supplies	3,995.53
5322 · Cleaning Supplies	3,801.88
5323.1 · Trash Removal	1,416.86
5323.2 · Elevator Maintenance	1,920.00
5323.3 · Pest Control	360.00
5323.5 · Fire Protection	759.88
5323.6 · Water Softner Service	66.90

Lakes Area Senior Activity Center
Statement of Activities
January through August 2019

Accrual Basis

	Jan - Aug 19
5330 · Telephone	2,023.83
5331 · Cable TV	738.74
5340 · Postage	264.60
5350 · Electric Water	18,132.56
5351 · Gas	8,339.89
5360 · Advertising	3,529.28
5361 · Printing	222.50
5370 · Newsletter Printing	14,440.05
5370.1 · Newsletter Mailing	4,045.77
5375 · Marketing Expense	2,519.14
5410 · Miscellaneous	703.50
5509 · Equipment Repairs	6,108.74
5510 · Repairs & Maintenance-Building	4,724.07
5620 · Insurance - Bldg & Liab.	6,746.97
5621 · Volunteer Recognition	178.59
5631 · Kitchen	1,060.80
5650 · Activity	11,406.89
5650.1 · Ageless Expo	2,000.00
5650.4 · Franklin Concerts	300.00
5651 · Plant Sale	2,016.75
5660 · Donut	29,016.93
5665 · Greeting Cards	59.27
5670 · Defensive Driving	4,915.00
5680 · Donations	3,300.00
5690 · Fund Raising Meals	505.69
5690.1 · Ribfest	160.00
5697 · Depreciation Expense	36,000.00
Total Expense	287,713.11
Net Ordinary Income	301,227.30
Other Income/Expense	
Other Income	
TEMPORARILY RESTRICTED	
6003 · Toymakers	952.50
6014 · Bandstand Project	6,000.00
Total TEMPORARILY RESTRICTED	6,952.50
6002 · Brick Building Rent	8,630.00
Total Other Income	15,582.50
Other Expense	
EXPENSE TEMPORARILY RESTRICTED	
7014 · Bandstand	6,000.00
Total EXPENSE TEMPORARILY RESTRICTED	6,000.00
7002 · Rent Expense	2,776.91
7003 · Toymakers Expense	274.18
Total Other Expense	9,051.09
Net Other Income	6,531.41
Net Income	307,758.71

Lakes Area Senior Activity Center
Statement of Cash Flows
January through August 2019

	Jan - Aug 19
OPERATING ACTIVITIES	
Net Income	307,758.71
Adjustments to reconcile Net Income to net cash provided by operations:	
2100 · Payroll Liabilities	-270.54
2100 · Payroll Liabilities:2100.1 · SIMPLE Payable-Employer	312.12
2100 · Payroll Liabilities:2100.2 · SIMPLE Payable-Employee	13.32
2100 · Payroll Liabilities:2205 · Federal W/H Tax Payable	1.97
2100 · Payroll Liabilities:2210 · Social Security W/H Tax Payable	79.34
2100 · Payroll Liabilities:2212 · Medicare W/H Tax Payable	18.58
2100 · Payroll Liabilities:2415 · SUTA Payable	12.93
2100 · Payroll Liabilities:2420 · State W/H Tax Payable	18.38
2200 · Employee Health Ins Pay	-541.08
Net cash provided by Operating Activities	307,403.73
INVESTING ACTIVITIES	
1250 · Accumulated Depreciation	36,000.00
Net cash provided by Investing Activities	36,000.00
Net cash increase for period	343,403.73
Cash at beginning of period	250,973.38
Cash at end of period	<u>594,377.11</u>

Lakes Area Senior Activity Center

Statement of Activities Prev Year Comparison

August 2019

Accrual Basis

Ordinary Income/Expense	Aug 19	Aug 18	\$ Change
Income			
REVENUE - PROGRAMS, PROJECTS			
4113 · Interest Income - All Acct	12.99	17.33	-4.34
4116 · Meeting Room Income	270.00	75.00	195.00
4117.1 · Legacy Fund.	25.00	192.00	-167.00
4119 · Gift Shop Income	350.81	365.72	-14.91
4120 · Donut Income	7,917.38	9,113.85	-1,196.47
4124 · Greeting Cards Income	140.50	202.00	-61.50
4128 · Activity/Event Income	665.80	231.00	434.80
4128.1 · Ageless Expo	1,520.00	1,620.00	-100.00
4130 · Garage Sale Income	410.00	372.50	37.50
4134 · Fundraising Meals	422.00	557.00	-135.00
4140 · Defensive Driving Income	715.00	635.00	80.00
4160.1 · Ribfest	3,059.00	4,572.50	-1,513.50
4170 · Newsletter Ads	6,114.00	11,810.00	-5,696.00
4190 · Trips Income	2,349.00	510.00	1,839.00
4192 · Tower User Fees	1,242.18	1,130.02	112.16
4193 · LSS Dining User Fees	1,800.00	1,800.00	0.00
Total REVENUE - PROGRAMS, PROJECTS	27,013.66	33,203.92	-6,190.26
SUPPORT (DONATIONS)			
4117 · Donations Income	68.00	756.55	-688.55
4118 · Memberships Income	2,860.00	3,220.00	-360.00
Total SUPPORT (DONATIONS)	2,928.00	3,976.55	-1,048.55
Total Income	29,941.66	37,180.47	-7,238.81
Gross Profit	29,941.66	37,180.47	-7,238.81
Expense			
PERSONNEL			
5200 · Wages & Salaries	10,680.93	14,461.07	-3,780.14
5216 · SUTA Expense	12.93	19.34	-6.41
5224 · Payroll Expenses	0.00	17.50	-17.50
5226 · SIMPLE-Employer Match	312.12	295.80	16.32
5230 · Medicare Expense	154.87	209.68	-54.81
5231 · Social Security Expense	662.22	896.59	-234.37
Total PERSONNEL	11,823.07	15,899.98	-4,076.91
5237 · CPA			
5271 · Dues/Subscriptions	305.00	280.00	25.00
5271.1 · VISTA	0.00	500.00	-500.00
5271 · Dues/Subscriptions - Other	665.00	620.00	45.00

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center

Statement of Activities Prev Year Comparison

August 2019

Accrual Basis

	Aug 19	Aug 18	\$ Change
Total 5271 · Dues/Subscriptions	665.00	1,120.00	-455.00
5320 · Office Supplies	345.85	346.99	-1.14
5322 · Cleaning Supplies	101.07	108.15	-7.08
5323.1 · Trash Removal	217.63	161.22	56.41
5323.3 · Pest Control	120.00	60.00	60.00
5323.6 · Water Softner Service	66.90	38.00	28.90
5330 · Telephone	255.09	252.63	2.46
5331 · Cable TV	93.17	89.89	3.28
5340 · Postage	12.60	139.75	-127.15
5350 · Electric Water	2,524.09	3,574.60	-1,050.51
5351 · Gas	1,931.99	1,173.02	758.97
5360 · Advertising	0.00	734.82	-734.82
5361 · Printing	0.00	0.00	0.00
5370 · Newsletter Printing	3,822.40	3,394.70	427.70
5370.1 · Newsletter Mailing	1,034.51	1,026.49	8.02
5375 · Marketing Expense	0.00	0.00	0.00
5410 · Miscellaneous	0.00	0.00	0.00
5510 · Repairs & Maintenance-Building	1,007.57	465.79	541.78
5620 · Insurance - Bldg & Liab.	777.39	838.81	-61.42
5621 · Volunteer Recognition	0.00	0.00	0.00
5631 · Kitchen	0.00	54.10	-54.10
5650 · Activity	2,979.82	1,109.62	1,870.20
5650.1 · Ageless Expo	2,000.00	0.00	2,000.00
5651 · Plant Sale	0.00	0.00	0.00
5660 · Donut	3,440.01	3,653.24	-213.23
5665 · Greeting Cards	0.00	0.00	0.00
5670 · Defensive Driving	735.00	1,225.00	-490.00
5680 · Donations	3,300.00	0.00	3,300.00
5690 · Fund Raising Meals	0.00	575.70	-575.70
5690.1 · Ribfest	160.00	649.78	-489.78
5692 · Trips	0.00	450.00	-450.00
5697 · Depreciation Expense	4,500.00	4,500.00	0.00
Total Expense	42,218.16	41,922.28	295.88
Net Ordinary Income	-12,276.50	-4,741.81	-7,534.69
Other Income/Expense			
Other Income			
TEMPORARILY RESTRICTED			
6003 · Toymakers	0.00	100.00	-100.00
Total TEMPORARILY RESTRICTED	0.00	100.00	-100.00
6002 · Brick Building Rent	1,680.00	1,330.00	350.00
Total Other Income	1,680.00	1,430.00	250.00

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center
Statement of Activities Prev Year Comparison
August 2019

Accrual Basis

	Aug 19	Aug 18	\$ Change
Other Expense			
EXPENSE TEMPORARILY RESTRICTED			
7002.1 - Brick Store - Utilities	0.00	133.19	-133.19
7014 - Bandstand	2,335.00	2,200.00	135.00
7016 - Tower AC Fundraiser	0.00	0.00	0.00
Total EXPENSE TEMPORARILY RESTRICTED	2,335.00	2,333.19	1.81
7002 - Rent Expense	277.93	26.25	251.68
7003 - Toy-makers Expense	59.95	9.59	50.36
Total Other Expense	2,672.88	2,369.03	303.85
Net Other Income	-992.88	-939.03	-53.85
Net Income	-13,269.38	-5,680.84	-7,588.54

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center

Statement of Activities Budget Performance

August 2019

Accrual Basis

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
REVENUE - PROGRAMS, PROJECTS					
4113 - Interest Income - All Acct	12.99	15.42	131.27	123.36	185.04
4116 - Meeting Room Income	270.00	166.67	1,893.20	1,333.36	2,000.04
4117.1 - Legacy Fund.	25.00	0.00	288,760.00	0.00	0.00
4119 - Gift Shop Income	350.81	541.67	3,593.57	4,333.36	6,500.04
4120 - Donut Income	7,917.38	8,333.33	63,744.82	66,666.64	99,999.96
4124 - Greeting Cards Income	140.50	166.67	1,512.00	1,333.36	2,000.04
4127 - Miscellaneous Income	0.00	250.00	0.00	2,000.00	3,000.00
4128 - Activity/Event Income	665.80	666.67	7,755.85	5,333.36	8,000.04
4128.1 - Ageless Expo	1,520.00	416.67	3,620.00	3,333.36	5,000.04
4128.2 - Theatre	0.00	25.00	0.00	200.00	300.00
4130 - Garage Sale Income	410.00	375.00	2,815.50	3,000.00	4,500.00
4134 - Fundraising Meals	422.00	516.67	4,305.50	4,133.36	6,200.04
4140 - Defensive Driving Income	715.00	558.33	4,975.00	4,466.64	6,699.96
4160.1 - Ribfest	3,059.00	541.67	3,059.00	4,333.36	6,500.04
4170 - Newsletter Ads	6,114.00	1,625.00	14,036.00	13,000.00	19,500.00
4180 - Bake Sale	0.00	150.00	954.69	1,200.00	1,800.00
4181 - Plant Sale	0.00	1,500.00	17,509.80	12,000.00	18,000.00
4182 - Brat Sale	0.00	29.17	222.10	233.36	350.04
4190 - Trips Income	2,349.00	1,000.00	4,480.00	8,000.00	12,000.00
4190.3 - Concerts Franklin	0.00	250.00	1,681.00	2,000.00	3,000.00
4192 - Tower User Fees	1,242.18	1,583.33	13,078.80	12,666.64	18,999.96
4193 - LSS Dining User Fees	1,800.00	1,800.00	14,400.00	14,400.00	21,600.00
Total REVENUE - PROGRAMS, PROJECTS	27,013.66	20,511.27	452,528.10	164,090.16	246,135.24
SUPPORT (DONATIONS)					
4112 Miscellaneous Grants	0.00		5,000.00	4,333.36	6,500.04
4020 - Gambling	0.00	541.67	4,381.00	11,333.36	17,000.04
4106 - City of Baxter	0.00	1,416.67	17,510.00	58,451.36	87,677.04
4110 - City of Brainerd	0.00	7,306.42	87,439.87	6,666.64	9,999.96
4117 - Donations Income	68.00	833.33	2,341.44		
4118 - Memberships Income	2,860.00	2,500.00	19,740.00	20,000.00	30,000.00
Total SUPPORT (DONATIONS)	2,928.00	12,598.09	136,412.31	100,784.72	151,177.08
Total Income	29,941.66	33,109.36	588,940.41	264,874.88	397,312.32
Gross Profit	29,941.66	33,109.36	588,940.41	264,874.88	397,312.32
Expense					
OFFICE & BUILDING					
5530 Bank Charges Expense	0.00		0.53		
Total OFFICE & BUILDING	0.00		0.53		

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center

Statement of Activities Budget Performance

August 2019

Accrual Basis

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
PERSONNEL					
5200 · Wages & Salaries	10,680.93	11,250.00	94,657.93	90,000.00	135,000.00
5216 · SUTA Expense	12.93	20.83	182.93	166.64	249.96
5224 · Payroll Expenses	0.00	16.67	57.75	133.36	200.04
5226 · SIMPLE-Employer Match	312.12	333.33	2,206.93	2,666.64	3,999.96
5230 · Medicare Expense	154.87	163.13	1,372.53	1,305.04	1,957.56
5231 · Social Security Expense	662.22	697.50	5,868.80	5,580.00	8,370.00
5234 · Worker's Comp Expense	0.00	166.67	0.00	1,333.36	2,000.04
Total PERSONNEL	11,823.07	12,648.13	104,346.87	101,185.04	151,777.56
5237 · CPA					
5239 · Tax Prep	305.00	300.00	2,340.00	2,400.00	3,600.00
5270 · Travel/Seminar	0.00	83.33	1,020.00	666.64	999.96
5271 · Dues/Subscriptions	665.00	25.00	59.16	200.00	300.00
		108.33	4,165.94	866.64	1,299.96
5273 · Parking	0.00	33.33	0.00	266.64	399.96
5320 · Office Supplies	345.85	333.33	3,995.53	2,666.64	3,999.96
5322 · Cleaning Supplies	101.07	375.00	3,801.88	3,000.00	4,500.00
5323.1 · Trash Removal	217.63	125.00	1,416.86	1,000.00	1,500.00
5323.2 · Elevator Maintenance	0.00	375.00	1,920.00	3,000.00	4,500.00
5323.3 · Pest Control	120.00	50.00	360.00	400.00	600.00
5323.5 · Fire Protection	0.00	125.00	759.88	1,000.00	1,500.00
5323.6 · Water Softner Service	66.90	0.00	66.90	0.00	0.00
5330 · Telephone	255.09	250.00	2,023.83	2,000.00	3,000.00
5331 · Cable TV	93.17	100.00	738.74	800.00	1,200.00
5340 · Postage	12.60	125.00	264.60	1,000.00	1,500.00
5350 · Electric Water	2,524.09	2,166.67	18,132.56	17,333.36	26,000.04
5351 · Gas	1,931.99	1,166.67	8,339.89	9,333.36	14,000.04
5360 · Advertising	0.00	208.33	3,529.28	1,666.64	2,499.96
5361 · Printing	0.00	83.33	222.50	666.64	999.96
5370 · Newsletter Printing	3,822.40	1,583.33	14,440.05	12,666.64	18,999.96
5370.1 · Newsletter Mailing	1,034.51	458.33	4,045.77	3,666.64	5,499.96
5375 · Marketing Expense	0.00	583.33	2,519.14	4,666.64	6,999.96
5410 · Miscellaneous	0.00	166.67	703.50	1,333.36	2,000.04
5509 · Equipment Repairs	0.00	125.00	6,108.74	1,000.00	1,500.00
5510 · Repairs & Maintenance-Building	1,007.57	583.33	4,724.07	4,666.64	6,999.96
5620 · Insurance - Bldg & Liab.	777.39	700.00	6,746.97	5,600.00	8,400.00
5621 · Volunteer Recognition	0.00	83.33	178.59	666.64	999.96
5631 · Kitchen	0.00	208.33	1,060.80	1,666.64	2,499.96
5650 · Activity	2,979.82	250.00	11,406.89	2,000.00	3,000.00
5650.1 · Ageless Expo	2,000.00	216.67	2,000.00	1,733.36	2,600.04
5650.4 · Franklin Concerts	0.00		300.00		
5651 · Plant Sale	0.00	125.00	2,016.75	1,000.00	1,500.00
5660 · Donut	3,440.01	3,666.67	29,016.93	29,333.36	44,000.04
5665 · Greeting Cards	0.00	25.00	59.27	200.00	300.00
5670 · Defensive Driving	735.00	558.33	4,915.00	4,466.64	6,699.96
5680 · Donations	3,300.00		3,300.00		

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center
Statement of Activities Budget Performance
August 2019

Accrual Basis

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
5690 - Fund Raising Meals					
5690.1 - Ribfest	0.00	250.00	505.69	2,000.00	3,000.00
5692 - Trips	160.00	83.33	160.00	666.64	999.96
5697 - Depreciation Expense	0.00	1,000.00	0.00	8,000.00	12,000.00
	4,500.00	4,166.67	36,000.00	33,333.36	50,000.04
Total Expense	42,218.16	33,514.77	287,713.11	268,118.16	402,177.24
Net Ordinary Income	-12,276.50	-405.41	301,227.30	-3,243.28	-4,864.92
Other Income/Expense					
Other Income					
TEMPORARILY RESTRICTED					
6003 - Toymakers	0.00	166.67	952.50	1,333.36	2,000.04
6014 - Bandstand Project	0.00	583.33	6,000.00	4,666.64	6,999.96
Total TEMPORARILY RESTRICTED	0.00	750.00	6,952.50	6,000.00	9,000.00
6002 - Brick Building Rent	1,680.00	750.00	8,630.00	6,000.00	9,000.00
Total Other Income	1,680.00	1,500.00	15,582.50	12,000.00	18,000.00
Other Expense					
EXPENSE TEMPORARILY RESTRICTED					
7014 - Bandstand	2,335.00	583.33	6,000.00	4,666.64	6,999.96
Total EXPENSE TEMPORARILY RESTRICTED	2,335.00	583.33	6,000.00	4,666.64	6,999.96
7002 - Rent Expense	277.93	416.67	2,776.91	3,333.36	5,000.04
7003 - Toymakers Expense	59.95		274.18		
Total Other Expense	2,672.88	1,000.00	9,051.09	8,000.00	12,000.00
Net Other Income	-992.88	500.00	6,531.41	4,000.00	6,000.00
Net Income	-13,269.38	94.59	307,758.71	756.72	1,135.08

These financial statements were not subjected to an audit, review, or compilation engagement.

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

November 18, 2019
County Board Room – Crow Wing County Historic Courthouse
6 :45 PM

1. Event/Street Closure Application – Homeless Heroes 5K
2. Event/Street Closure Application – Turkey Run
3. Improvement 19-01 – NW 4th Street Reconstruction – Roundabout Aesthetic Treatments and Public Informational Meeting Number 1
4. Safe Routes to School Engineering Study Grant Opportunity
5. Technology Enhanced Traffic Control Policy
6. Tree Policy



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Event/Street Closure Application - Brainerd Jaycees Homeless Heroes 5K

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is an event/street closure application for the Brainerd Jaycees Homeless Heroes 5K to be held on December 7, 2019 from 8:30 AM - 11 AM on the trails along College Drive, around Boom Lake, and around the CLC campus.	
Alternatives, Options, Effects on Others/Comments: There is no street closure with this request, however, the applicant has indicated that they will be using walking guards to assist the runners across streets. At the time of this request, the applicant had indicated a request to use City park was pending, which would include the use of the trail around boom lake. The applicant does not request the use of the pavilions or restroom facilities at the park. No other major items of note were noted on the application.	
Recommended Action/Motion: Staff recommends approval of the attached event application.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



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.

RECEIVED

OCT 31 2019

CITY OF BRAINERD
ADMINISTRATION

PART 1: GENERAL INFORMATION

Organizer Information

Organizer's name (Please print): Brainerd Jaycees

Organizer's address: PO Box 384 Brainerd MN 56401

Event contact person: Jerad Schroeder

Event contact daytime phone number: (h) _____ (w) _____ (c) 507-312-9449

Event contact e-mail address: _____

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

(h) _____ (w) _____ (c) 507-312-9449

For Profit/Nonprofit status (type): Nonprofit

Applicant Information, if different from the event organizer:

Applicant name (Please print): Jerad Schroeder

Applicant address: _____

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

Applicant's e-mail address: _____

PART 2: EVENT INFORMATION

Event Name:

Homeless Heroes 5k

Event Details

EVENT DATES (LIST EACH DATE SEPARATELY)	START TIME	END TIME	DAY OF THE WEEK	TOTAL HOURS
<u>12-7-2019</u>	<u>8:30 a.m.</u>	<u>11:30 a.m.</u>	<u>Saturday</u>	<u>3</u>

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 Between CLE + Broom Lake

Description of Activities

Brief description of the activities planned during the event: The run will loop around CLE, Broom Lake, then return to CLE

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 ☒ No _____

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

minimally invasive on the back side of CLE

Restrooms provided? Yes ☒ No _____

How many? _____

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

Company contracted for restrooms: CLE is providing

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: Volunteers will clean up after

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"):

There is no closure but walking guards will be at
intersections to insure the safety of runners

Time and date for beginning of street closures: _____

Time and date for reopening of streets: _____

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.

there is no closure

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

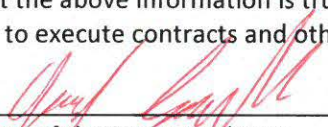
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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.



Signature of the Event Applicant



PRINT NAME



Date submitted to the City

PART 7: FOR OFFICIAL USE ONLY

Departmental Sign-Offs Required

	Approval Date/Initials	Comments
Brainerd Public Utilities	OK	11/4/19 - None
City Administration	OK	11/4/19 - None
Engineering Depart.	OK	11/4/19 - None
Fire Department	OK	11/4/19 - None
Fire Support/EMS	OK	11/4/19 - None
Parks and Recreation	OK	Please submit request to use city park if necessary
Planning Department	OK	11/4/19 - None
Police Department	OK	11/4/19 - On-duty staff will be made aware of event.

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:



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Event/Street Closure Application - Turkey Run

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is an event/street closure application for the annual Turkey Run, to be held on Thursday, November 28, 2019 from 7:00 AM to 11:00 AM beginning at the national guard armory on Wright Street.	
Alternatives, Options, Effects on Others/Comments: The applicant has requested the use of temporary no parking signs for the event on Wright Street. The only City street used for the event is Wright Street, as has been in the past. All businesses in the area are typically closed for Thanksgiving, and will therefore not be affected by the event. The applicant has contracted with Blakeman to provide restrooms for the event. There will be signs and banners posted for the event on Wright Street.	
Recommended Action/Motion: Staff recommends approval of the attached event application under the condition that the applicant request the temporary no parking signs one week prior to the event and that the banners or other advertisements for the event get removed after the event conclusion.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



SPECIAL EVENT APPLICATION

Date of Application: 10-24-19

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

RECEIVED

OCT 31 2019

CITY OF BRAINERD
ADMINISTRATION

Type of event:

☐
☒

Event – City Parking Lot
Event with Street Closure

☐
☐

Event – City Park
Other _____

Name of event: Turkey Run

Organizer Information

Organizer's Name:

Brainerd Shrine

Organizer's Address:

P.O. Box 287, Brainerd, MN 56401

Event Contact Person:

Corey Johnson

Event Contact Daytime Phone:

(W) 218-828-5066 (C) 218-820-4728

Event Contact E-mail Address:

Lakshana.pizza@brainerd.net

Contact Name/Number Day of Event:

Corey Johnson / 218-820-4728

For Profit/Nonprofit Status (type):

Non-profit

Applicant information (if different from the event organizer):

Applicant Name:

Mark Johnson

Applicant Address:

1420 Mary Street

Applicant Phone:

218-851-5095

Applicant E-mail Address:

greatplainsbrainerd@gmail.com

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
11-28-19	7:00 AM	11:00 AM	National Guard Armory / Wright Street

☐ Recurring event (requires only one application submittal per year.) Indicate all event dates and times above.

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:

5K Run/Walk Around 600 participants

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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



Signature of Applicant



Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

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):

Temporary "No Parking" from 1115 Wright Street to 13th Street

Date and time for beginning of street closures: 7:00 AM / 11-28-19

Date and time for reopening of streets: 11:00 AM / 11-28-19

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.

All businesses will be closed - Not Expected

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.

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:

Megaphone/microphone with speakers for contestants to hear

Restrooms provided

☒

Yes

☐

No

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

Company contracted for restrooms: Blekkman

(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:

Locations: Wright Street

Descriptions: National Guard/Shrine/Turkey Run Banners

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal: Great Places Apparel & Design

Additional Event Information

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

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

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>OK</u>	<u>11/4/19 - None</u>
City Administration	<u>OK</u>	<u>11/4/19 - None</u>
Engineering Department	<u>OK</u>	<u>11/4/19 - Please request temp no-parking signs 1-week prior to event.</u>
Fire Department	<u>OK</u>	<u>11/4/19 - None</u>
Fire Support/EMS	<u>OK</u>	<u>11/4/19 - None</u>
Parks Department	<u>OK</u>	<u>11/4/19 - None</u>
Planning Department	<u>OK</u>	<u>11/4/19 - None</u>
Police Department	<u>OK</u>	<u>11/4-19 - On-duty staff will be made aware of events.</u>

Event Application Approval

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

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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



1AADSH1

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Young & Associates Agency Inc 202 W. Superior St. #400 Duluth, MN 55802 Thomas M. Young, Jr.		218-722-1481		CONTACT NAME: Kim Randa	
				PHONE (A/C, No, Ext): 218-722-1481	FAX (A/C, No): 218-722-6564
				E-MAIL ADDRESS: kkranda@younginsure.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Granite State Ins Co	
				INSURER B: New Hampshire Insurance	
				INSURER C: National Union Fire Insurance	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
AAD Shriners
5152 Miller Trunk Highway
Hermantown, MN 55811

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			02-LX-011397770-2	12/14/2018	12/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			01-CA-048197106-2	12/14/2018	12/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			29-UD-062841224-2	12/14/2018	12/14/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			02-LX-011397770-2	12/14/2018	12/14/2019	Limit 310,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Annual Turkey Trot, November 28, 2019

CERTIFICATE HOLDER

CANCELLATION

City of Brainerd
501 Laural Street
Brainerd, MN 56401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas M. Young, Jr.



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

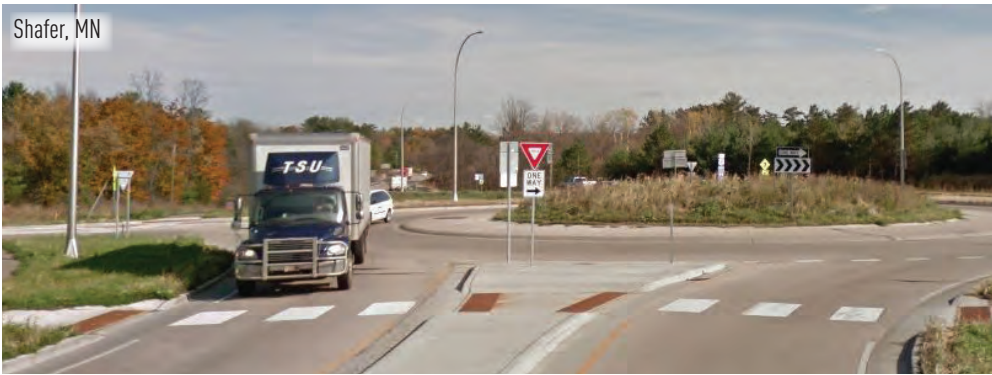
Title of Item: Imp. 19-01 - Roundabout Treatment Options and Public Meeting #1

☐ 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 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: Staff would like to have some discussion with the committee and council about treatment options to the center of the roundabout island and would also like to set the first public meeting for this project.	
Alternatives, Options, Effects on Others/Comments: Attached to this request is some examples of roundabout treatments ranging from base-level to high-level. Other things to consider are other roundabouts in the area (Cyprus?) or other roundabouts in the City (College Drive?) and the treatments in those roundabouts. The possibilities are really endless dependent on the committee and council priorities, long term maintenance, and costs. Other questions to consider: 1. Does the City want to potentially provide pollinator habitat or other native species in the roundabout? 2. Are there any City motifs or imagery that are important to represent? 3. Are there decorative treatments around town that the City has adopted as a standard and would like to repeat? 4. Any need for wayfinding signage? Staff would also like to set the first public informational meeting for November 26, 2019 from 6:30 PM - 8:00 PM at the Brainerd Lakes Area Chamber of Commerce located at 224 West Washington Street, Brainerd MN 56401. The meeting will be an open house type style with Bolton and Menk, City, and County staff available to answer questions.	
Recommended Action/Motion: Staff recommends discussion of the alternatives presented and setting public information meeting #1 for the project for November 26, 2019 from 6:30 PM - 8:00 PM at the Brainerd Lakes Area Chamber of Commerce located at 224 West Washington Street, Brainerd MN 56401.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Roundabout Treatment Alternatives

Base-Level

Paved (standard or decorative conc.); turf; low maintenance grass/forb mix



Mid-Level

Vegetated center median; combination decorative conc. & plantings.



High-Level

Enhanced plantings and hardscape details/monuments; enhancements continue into splitter islands.





Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Safe Routes to School Engineering Study Grant Opportunity

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is a solicitation for engineering studies related to the City and School Districts Safe Routes to School Plan. MnDOT is funding 10-20 engineering studies with no local match for the local agency or school district.	
Alternatives, Options, Effects on Others/Comments: School Districts can submit applications for as many individual schools as desired, but it is not guaranteed that more than one will be funded. It is recommended that the district prioritize schools when applying. The following are required to be eligible for a SRTS engineering study: • A local agency staff member will serve as the project manager • The project manager is a licensed professional engineer • The school has an existing SRTS plan and active SRTS program What the Council needs to consider tonight is if they would like me to be the local agency staff member, if they would like to participate with the district in this process, and what schools that the City Council would like to prioritize for the engineering studies. Staff has reached out to the district and their seems to be a consensus that they would be willing to participate with the City in this endeavor. Staffs first blush at this would be to focus on Harrison, Lowell, and Riverside, but the Council should prioritize these schools so that we can provide our list of schools to the district, and therefore come to a consensus on the schools to be studied. I have indicated to the district that if they would like to pursue Forestview, that they should work with the City of Baxter in their application.	
Recommended Action/Motion: Discussion of participation in the grant application and from staff in this process and what schools the Council would like to consider for the application process.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> Just staff time would be considered a cost in this process, but will set us up, if awarded, for future funding opportunities through Safe Routes to School.	



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

Minnesota Safe Routes to School Engineering Studies Overview

These instructions are for the Safe Routes to School (SRTS) engineering study assistance application. For more information visit:

<http://www.dot.state.mn.us/saferoutes/engineering-studies.html>

This solicitation provides \$1 million in **federal SAFETEA-LU funding** for the development of engineering studies which will provide agencies with data driven and prioritized infrastructure projects.

Engineering Studies

SRTS engineering studies are intended to bridge the gap between potential safety strategies documented in a SRTS plan and implementation. SRTS engineering studies will use a data-driven approach to verify existing strategies suggested in a SRTS plan and identify new engineering strategies to improve routes for students to walk and bicycle to and from schools. The resulting SRTS engineering study will include project summary sheets for select projects that could include concept level drawings as well as a list of potential infrastructure projects prioritized by effectiveness in addressing safety risks, potential usage, and cost. Anticipated project tasks for each engineering study include:

- Reviewing existing SRTS plan to understand work to date
- Public engagement/public meeting
- Data collection
 - Document Existing and Future Walking/Biking Routes
 - Site Circulation
 - Study Area Field Review
 - Crash Analysis
 - Traffic Counts
 - Review Existing Agency Policies/Ordinances
- Traffic Analysis
 - Traffic Modeling
 - Route Evaluations
 - Data driven engineering recommendations (based on national best practices and research on strategy effectiveness)
 - Project Prioritization
- Report
 - Engineering Study Report
 - Standalone Project/Location Sheets

<http://www.dot.state.mn.us/saferoutes/engineering-studies.html>



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

Two local SRTS engineering pilot studies were conducted to look at different ways of gathering and analyzing data to develop a list of projects for the local community to implement. The pilot study reports are available on the SRTS website at <http://www.dot.state.mn.us/saferoutes/infrastructure-grants.html>.

Funding Information

Up to 20 engineering studies will be funded. The average anticipated study fee is:

- \$50,000 – Individual schools
- \$70,000 – District of 2-3 schools

School Districts can submit applications for as many individual schools as desired, but it is not guaranteed that more than one will be funded. It is recommended that the district prioritize schools when applying.

This solicitation awards 100% funds and does not require a local match. MnDOT has entered into an agreement with an engineering consultant to provide engineering services to the applicant. **The local community does not receive funding directly from MnDOT.**

Applicants may apply for funding by completing the application available on the [MnDOT Safe Routes to School website](#) on the “[Grants and Funding](#)” page under “Engineering Studies” and submitting it with the required attachments to MnDOT electronically. Additional information and instructions for filling out and submitting the application begins on page 3 of this guide.

Engineering Study Program Requirements

The following are required to be eligible for a SRTS engineering study:

- A local agency staff member will serve as the project manager
- The project manager is a licensed professional engineer
- The school has an existing SRTS plan and active SRTS program

Funding for SRTS engineering studies is available to all public roads in Minnesota including roads on tribal lands. School Districts, townships, tribes and cities with a population of less than 5,000 will need to work with a City or County lead agency for their engineering study. The lead agency must have an engineer to serve as the Project Manager. The lead agency Project Manager’s tasks could include but not limited to:

- Coordinate with MnDOT and the consultant
- Provide any existing data on the roadways to be studied
- Ensure the project meets milestones and dates
- Engage in project outreach activities
- Review and approve the engineering study

Engineering Studies will be primarily focused on infrastructure around elementary and middle schools.



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

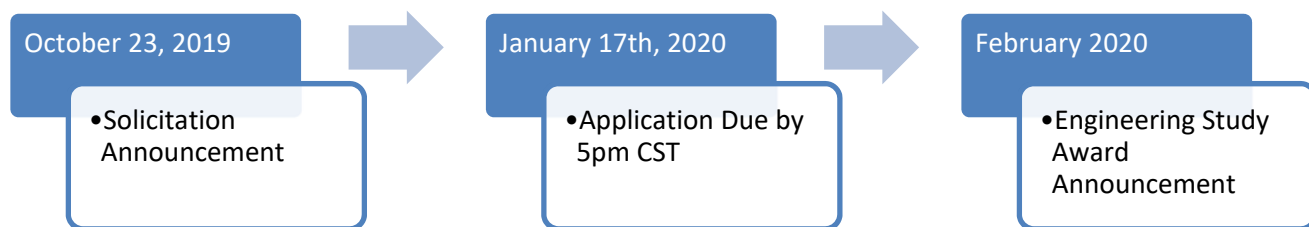
Selection Criteria

Similar types of project will be scored against each other. Effort will be made to select a range of geographically diverse school study areas, depending on the applications received. Each project will be reviewed with the following criteria:

Category	Points
School Information	25
Demographics	5
Local SRTS Program	20
Engineering Study Need	20
Safety Concerns	20
SRTS Project Team	10
Total	100

Solicitation Schedule

The solicitation schedule for funding is provided below.



How to Apply

Applications may be completed via an online form or a PDF form:

Online Form:

To fill out the application via the **online form**, go to https://form.jotform.com/nbuehne/SRTS_Engineering

Fill out each section by entering your response directly in the text box, using the drop down options, or checking an option. Longer responses may be copied and pasted from a separate word document file or similar.

Applicants may toggle back and forth between application sections to edit responses. Responses will be saved automatically when the applicant presses "Next" at the bottom of each section. **Applicants may save and return to their application at a later time by clicking "Submit" which is found on the last page of the application form.** An automatic email will be sent to the Local Agency Project Manager (Name/email entered on page 1 of the application). A link to navigate applicants to return to their incomplete form will be provided in an email after the applicant hits "submit". Applicants may then start where they left off. This function may be used multiple times until the applications due date on January 17th, 2020 at 5pm CST. Applicants will receive an



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

automatic email after each time the form is submitted with the same option to return to their form and an option to review all previous submittals. Only the last submitted application will be scored and reviewed. Be sure to upload the required documents into the online application (Include the school name in the file name for each document and submit in PDF format).

PDF Form:

To fill out the application via the **PDF form**, download the application from the [MnDOT SRTS website](#) and save to your personal computer. Applications may be filled out in Bluebeam, Adobe, or similar. Each section must be filled out when applicable by entering your response directly in the text box, using the drop down options, or checking an option. Longer responses may be copied and pasted from a separate word document file or similar. Applicants should save responses periodically, so that information is not lost. **The final PDF and required documents (Include the school name in the file name for each document and submit in PDF format) must be emailed to saferoutes.dot@state.mn.us with "SRTS Engineering Study Application" in the subject line by January 17th, 2020 at 5pm CST.**

SRTS Engineering Study Application Form Guidance

Use the guidance in the following section to assist in filling out the application. Please keep your responses clear and concise.

A. Local Agency Project Manager Contact Information

1. Title: The title or prefix for the applicant submitting the application.
2. First and Last Name: The first and last name of the person at the local agency applying for the funds. This person should be the project manager for the project.
3. Phone Number: The work phone number of the person at the local agency applying for the funds.
4. E-mail: The work e-mail address of the person at the local agency applying for the funds.
5. Agency: The name of the local agency applying for the funds.
6. Agency Position Title: The job title or position the applicant holds in the local agency.
7. Address: Local agency address

B. School Team Lead Contact Information

1. Title: The title or prefix for the school lead contact.
2. First and Last Name: The first and last name of the person representing the school where the project is located. This person should be the main contact for the school.
3. Phone Number: The phone number of the person representing the school where the project is located.
4. E-mail: The work e-mail address of the person representing the school where the project is located.



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

5. School/District: List the school or district name
6. School/District Position Title: : The job title or position the school lead holds in the local agency.

C. Project Location

1. MnDOT District: Use the dropdown box to select the MnDOT District (District 1, District 2, District 3, District 4, District 5 - Metro, District 6, District 7, District 8) the project is located in.
2. County: Provide the name of the county the project is located in.
3. City or Township: Provide the name of the city or township the project is located in. Leave blank if the project is not within a city or township limits.
4. School District: Provide the school district where the project is located.

D. School Information (25 Points)

1. School Details
 - Name of School: Provide the name(s) of the school where students attending will benefit from this project. If applying for only one school, include information on line 1. If applying for a study to be conducted for more than one school in a district, list all schools included for the study.
 - Grades: Provide the range of grades at the school.
 - Number of Students Enrolled: Provide the total number of students enrolled at the respective school.
 - Percentage of Students Bussed: Provide the percentage of students at the respective school currently getting bussed to and from school.
 - Percentage of Students of Walkers: Provide the percentage of students that walk and bike to school. Use school survey data from the original SRTS plan or other methods of data collection you have used to obtain this data.
 - Percentage of Students Qualified for Free or Reduced Lunch: Provide the percentage of students at the respective school that qualifies for free or reduced lunch.
2. School Relocation/Repurposing: Describe plans or initiatives in the works to relocate or repurpose the school building at any of the study schools in the next 10 years. If your school will not be moving, write "n/a" in the text box. (500 character limit).
3. No Walk/Bike Policy: Indicate if the school or school district has a "no walking or bicycling to school policy". If there is a no walking or no bicycling policy, use the field provided to share the reasons why the policy is in place. If your school has a conditional ban, please explain as well. For example a district might allow walking/biking but will prohibit it for students that must cross certain roadways, or students in certain grades.
4. Hazard busing: Hazard busing is defined as the busing of students that are within the walk and bike zone – that aren't eligible for busing based on their distance from the school - but are offered busing because of a major safety issue (high speed road, railroad crossing, etc. Indicate if the school or



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

school district has hazard busing and use the field provided to describe the hazards and an estimated number if students impacts.

5. Infrastructure Improvements to Change School Policies: Describe how infrastructure changes supported by the engineering plan could encourage the school or school district to change school policies. For example, if your school currently has a no walk policy and the engineering study identified improvements that could be built to improve safety for walkers, would you change your policy to allow walkers?
6. Students who Live within a ½ Mile and 1 Mile of School: Estimate the number of who students who live within both a half mile and 1 mile of the school or school district.
7. Encouraging School Policies: List and describe school policies that encourage walking and bicycling to school. Examples of these could be wellness policies that promote physical activities at school, or policies that support crossing guards.

E. Demographics (5 Points)

Provide the count and percentage of Students enrolled at the respective school or school district by each Race/Ethnicity. This information can easily be found on the [Minnesota Report Card](#) website.

F. Local SRTS Program (20 Points)

1. SRTS Plan: Use the dropdown box to select the best response regarding whether or not the school(s) has a SRTS plan and how it was developed. You can confirm if your school has a SRTS plan using the [SRTS interactive map](#). Options listed are:
 - No SRTS plan developed for the school(s)
 - Yes. A SRTS plan developed with SHIP
 - Yes. A SRTS plan developed with MnDOT
 - Yes. A SRTS plan developed with other partners
2. Identify or list 6E (Education, Encouragement, Enforcement, Evaluation, Engineering and Equity) activities already completed or implemented at the schools. Check all that applies. If you do not see your activity listed, use the available space next to "other" to provide your information.

G. SRTS Engineering Study Need (20 Points)

1. Need for Engineering Study: Explain why you are requesting an engineering study for your school or school district and the need for this type of support for your community. (1,000 character limits)
2. Team's Vision: Identify your team's vision for a successful SRTS engineering study. Describe what you are hoping to accomplish during and after the engineering study? Explain how you will ensure implementation of the infrastructure recommendations for the school or school district. (1,000 character limit)



Safe Routes to School Engineering Study Application Guidance

State SRTS Program

H. Safety Concerns (20 Points)

1. Safety Risks: Identify the safety risks or hazards students have walking or bicycling to school and describe existing ped/bike infrastructure serving the school. Reference speed studies, speed limits, ADT (Annual Daily Traffic), crash data and other relevant sources of data (if available) (1,000 character limit)
2. Strategy: Describe any parent or student identified perceived and actual safety risks and hazards at your school and school district. Parent and student identified perceived and actual safety risks and hazards should be identified in the SRTS parent and student survey included in your school's SRTS plan. (1,000 character limit)

I. SRTS Project Team

Name and/or Title: Provide names and/or titles of active/committed team members. State N/A if the role is not part of your team.

Team Member Contribution: Provide their role on the team and how they will contribute to plan development and implementation – team lead, city planning support, parent outreach, etc. More ideas on how various team members can contribute to a SRTS team are [available on this stakeholder list](#). State N/A if the role is not part of your team.

J. SRTS Evaluation After Evaluation

Indicate if the school district or school is willing to complete an evaluation after this project is complete.

K. Attachments

Verify that the application is complete with each of the required attachments. Include the school name in the file name for each document and submit in PDF format.

- Project location map with routes and school labeled
- Baseline Student Travel Tallies and Parent Survey results
- Letter of support from the School (Principal) or School District (Superintendent)
- Letter of support from the local agency (City Engineer, Administrator, County Engineer or Public Works Director)



BRAINERD/BAXTER SAFE ROUTES TO SCHOOL

Connecting the trip to school...with safety, health, community and choice.



ACKNOWLEDGEMENTS

The following key people and entities participated in the Safe Routes to School (SRTS) plan efforts for this Safe Routes to School Policy Plan. Their creativity, energy, and commitment were critical to the success of this effort for the cities of Baxter and Brainerd.

Jon Anderson

Forsestview Middle School

Anna Angland

Students/Community Members

Janelle Angland

Parents/Community Members

Eleanor Burkett

Bicycling/Walking

Cassie Carey

Crow Wing Energize, SHIP

Jon Clark

Riverside Elementary School

Josh Doty

Baxter Community Development

Jim Exsted

Baxter Police Chief

Jeff Hulsether

Former City of Brainerd Engineer

Jodi Kennedy

Garfield Elementary School

Steve Lund

Independent School District 181

Steven Lundberg

Baxter Elementary School

Corky McQuiston

Brainerd Police Chief

Cathy Nault

Harrison Elementary School

Mark Ostgarden

City of Brainerd Planner

Andrea Rusk

Brainerd High School

Paul Sandy

City of Brainerd Engineer

Todd Sauer

Lowell Elementary School

Trevor Walter

City of Baxter Engineer

Earl Wolleat

ISD 181 Building & Grounds Supervisor

Tad Erickson

R5DC Regional Development Planner

Staci Headley

R5DC Regional Development Planner

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EXECUTIVE SUMMARY

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.

Through this planning effort, it is hoped that additional opportunity for students to walk and bike to school will result in several benefits including, first and foremost, 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.

This document is a continuation of the ongoing planning process for Brainerd/Baxter. It was formally adopted by both cities and Brainerd Independent School District (ISD 181) on, [Dates] respectively.

Brainerd and Baxter have used this planning process as an opportunity to evaluate and reinforce the existing transportation policies and to evaluate previous planning efforts to update and reinforces past decisions that remain relevant.

A major premise of this plan is to support other existing local planning mechanism and to lay out a logical straightforward plan to successfully implement the policies and projects identified herein.



01 | INTRODUCTION

Safe Routes to School (SRTS), generally refers to programs that promote walking and biking to school to achieve a wide range of benefits for students, schools and communities. These benefits include reduced traffic near schools, improved pedestrian/bicycle access, safety, and increased physical activity among students, contributing to healthy lifestyles. By incorporating each of the Six “E’s” – Education, Encouragement, Enforcement, Engineering, Evaluation, and Equity- SRTS addresses a wide variety of topics relevant to journeys to and from school within a municipality, district or school.

HISTORY

SRTS began as a European phenomenon thirty years ago and caught on in Canada, and then New York City in 1997. In the 1970’s, Denmark had Europe’s highest child pedestrian accident rate. Implementing the first Safe Routes to School program, planners in Denmark identified specific road dangers around the country’s schools and took steps to remedy the hazards. Since 1970, the child pedestrian crash rate has dropped by 80% in Denmark.

Inspired by such success and faced with rising childhood obesity and crash rates, the Bronx neighborhood in New York tested their own SRTS program. In 1998, Congress funded two pilot SRTS programs through the National Highway Traffic Safety Administration (NHTSA). NHTSA issued \$50,000 each for SRTS pilot programs in Marin County, California, and Arlington, Massachusetts. Within a year after launching these pilot programs, grassroots SRTS efforts were launched in other parts of the country.

After the initial success of the SRTS pilot programs in the United States subsequent federal funding facilitated SRTS’s expansion nationwide. The 2005 passage of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) institutionalized Safe Routes to School by allocating \$612 million among the fifty states.

These funds are distributed to states based on student enrollment, with no state receiving less than \$1 million per year. SRTS funds can be used for both infrastructure projects and non-infrastructure activities.

In 2012 funding changed under the new Federal Transportation Bill Moving Ahead for Progress in the 21st Century (MAP21) and combined Safe Routes to School funding with other programs into what is now called the Transportation Alternatives category. This made funding more challenging however; commitments have been able to continue funding the SRTS program. Communities are using this funding to construct new bike lanes, pathways, and sidewalks, as well as to launch SRTS education, promotion and enforcement campaigns in K-8 schools. SRTS programs are built on collaborative partnerships among many stakeholders including educators, parents, students, elected officials, engineers, city planners, business and community leaders, health officials, as well as bicycle and pedestrian advocates.

NATIONAL TRENDS

In 1969, approximately half of all U.S. schoolchildren walked or bicycled to or from school and 87 percent of those living within one mile of school walked or bicycled. Parents report the primary barriers to their children aged 5-18 years walking to or from school as distance to school and traffic related danger. While distance to school is the most commonly reported barrier to walking and bicycling, private vehicles still account for half of school trips between $\frac{1}{4}$ and $\frac{1}{2}$ mile- a distance easily covered on foot or bike.

To address these issues, comprehensive SRTS initiatives focus on strategies to improve behavioral issues, strategies to improve environmental issues and policy strategies to increase the percentage of children who walk and bike to school. The U.S. began researching children walking and bicycling to school in the 1970's which resulted in the 1975 report "School Trip Safety and Urban Play Areas."

HEALTH

Children today are simply not getting enough physical activity, contributing to growing rates of obesity and obesity-related health problems, such as diabetes. SRTS projects make it safer for more children to walk and bicycle to school, which will help address this obesity crisis among children by creating increases in physical activity.

Over the past 40 years, rates of obesity have soared among children of all ages in the United States, and approximately 25 million children and adolescents (more than 33% are now overweight or obese or at risk of becoming so.

1. Kids are less active today, and 23% of children get no free time physical activity at all.
2. The prevalence of obesity is so great that today's generation of children may be the first in over 200 years to live less healthy and have a shorter lifespan than their parents.
3. Today, approximately one-quarter of health care costs in the United States are attributable to obesity, and health care costs just for childhood obesity are estimated at approximately \$14 billion per year.
4. People living in auto-oriented suburbs drive more, walk less and are more obese than people living in walkable communities. For each hour of driving per day, obesity increases by 6%, but walking for transportation reduces the risk of obesity.
5. Walking one mile to and from school each day is two-thirds the recommended sixty minutes of physical activity a day. Children who walk to school have higher levels of physical activity.



SAFETY

SRTS projects focus on infrastructure improvements, student traffic education, and driver enforcement that improve safety for children, many of whom already walk or bicycle in unsafe conditions.

1. Pedestrians are more than twice as likely to be struck by a vehicle in locations without sidewalks.
2. In 2009, approximately 23,000 children ages 5-15 were injured and more than 250 killed while walking or bicycling in the United States.
3. From 2000-2006, 30% of traffic deaths for children ages 5-15 occurred while walking or bicycling.
4. The medical cost for treating children's bicycle and pedestrian fatalities cost \$839 million in 2009 and another \$2.2 billion in lifetime lost wage costs.
5. A safety analysis by the California Department of Transportation estimated that the safety benefit of the SRTS was up to 49% decrease in the childhood bicycle and pedestrian collision rates.

ENVIRONMENT

Not only has childhood health and safety suffered because of increased driving, but the Environmental Protection Agency (EPA) reports that transportation is the fastest -growing source of greenhouse gas (GHG) emissions in the United States. Greenhouse gases are components of the atmosphere that contribute to the greenhouse effect and global warming. Passenger vehicles account for approximately half of all U.S. transportation sector's greenhouse gas emissions.

In fact, according to the U.S. Department of Energy (DOE), transportation energy use is expected to increase 48 percent between 2003 and 2005, despite modest improvements in the efficiency of vehicle engines. This projected rise in energy consumption closely mirrors the expected growth in transportation GHG emissions and bodes poorly for future environmental integrity.

Unfortunately, children are particularly vulnerable to air pollution because they breath faster than adults and inhale more air per pound of body weight. Outside of almost any elementary school at arrival and dismissal time one is likely to witness parents and caregivers converging in their vehicles around the school.

According to the Minnesota Pollution Control Agency (MPCA):

"Mobile sources, both on-road vehicles and off-road vehicles and equipment are significant contributors to air pollution in Minnesota. EPA's 2008 emissions inventory shows that on- and off-road mobile sources account for approximately half of the total amount of NOX, SO2, PM2.5 and VOC's emitted in Minnesota, and contribute significantly to the formation of ground level ozone. Transportation accounts for roughly 25% of greenhouse gas emissions in Minnesota.



Reducing the incidence of parents driving their kids to school and increasing the number of students walking, bicycling, or using other active modes of transportation not only improves childhood physical health, but is a relatively simple way to improve the air quality surrounding schools and reduce greenhouse gas emissions.

LAND USE PATTERNS

Parents who drive their children to school are reacting, in part, to decades of auto-oriented land use planning that has neglected pedestrians and bicyclists as users of the transportation system. In many areas, auto-oriented development has hindered the creation of walkable communities. These new developments lack sidewalks or bicycle facilities and are located too far from popular destinations to make bicycling or walking practical.

Through the 1960's many schools were in the center of communities, and this proximity to residential areas contributed to high rates of walking and bicycling to school. Beginning in the 1970's, rather than renovating existing schools or buildings schools within existing residential communities, most new schools were built on the edges of communities where the land costs were lower. Peripheral schools mean fewer kids live close enough to realistically walk or bicycle to school.

In addition, the recent trend in school construction and management has been to build and operate a large school instead of several small schools, according to a report by the Center for Urban and Regional Studies at the University of North Carolina at Chapel Hill.

These patterns have led to numerous school closings and consolidations. Between 1940 and 2003, the number of public school districts decreased from 117,108 to 14,465, and the number of public and private elementary and secondary schools went from over 226,000 to approximately 95,000 in 2003. On the other hand, during this time due to overall population growth, the number of students attending elementary and secondary schools grew from 28 million to 54.5 million, according to the U.S. Department of Education (DOE).

Not surprisingly, the average number of students per elementary and secondary school has increased over five-fold, and according to the U.S. DOE. The result is that modern schools often accommodate many more students than in the past and in effect have become "mega schools". Larger schools translate into more students traveling to the same place at the same time- and mostly by automobile. Thus, school site automobile congestion and accompanying poor air quality surrounding schools have become major concerns in communities not just in Minnesota, but nationwide. This congestion has made it increasingly difficult for children who do live close to school to walk or bike to school safely.

Not only are schools larger and more congested, but fewer schools, located farther away from where students live, combined with larger enrollment populations, translate into school attendance areas that are geographically larger than in the past. These expanded catchment areas require students to travel farther making it difficult, if not impossible for children to walk or bicycle to school. In fact, over sixty-one percent of parents do not allow their children to walk or bicycle to school because of distance.

Greater distances to school also translate into higher busing costs. In 2005, according to the National Center for Education Statistics, bus transportation was frequently the second largest budget item for school districts after salaries. With land use practices that discourage children from walking and bicycling to school, it is not surprising that in the last thirty years the proportion of children walking and bicycling to school has dropped dramatically.

TRANSPORTATION COSTS

Schools often make cutbacks in bus routes to save money, meaning that more children will be walking and bicycling in potentially unsafe conditions, or more parents will drive their children, which increases traffic congestions and air quality concerns.

1. Approximately 55% of children are bused, and we spend \$21.5 billion nationally each year on school bus transportation, an average of \$854 per child transported per year.
2. Eliminating one bus route, based on average per-pupil expenditure and average number of pupils per bus, would save a school district approximately \$45,000 per year.
3. Nationwide, approximately 22% of made busing reductions during the 2010-2011 school year were due to fuel price increases.



02 | VISION

The vision identified by the SRTS planning team is to increase opportunity for all students to walk or bike to and from school safely by identifying and addressing the issues and barriers that currently exist. Therefore, the local planning team hopes to accomplish three main goals through the SRTS planning process.



CURRENT

Determine the current environment surrounding walking and biking to school i.e. how many students district-wide are walking and biking to school?



ASSESSMENT

Assess issues and barriers to walking and biking to school.



STRATEGIES

Develop strategies that lead to an environment more conducive to safe walking and biking to school.

THE SIX “E” APPROACH

Flourishing Safe Routes to School projects see remarkable changes in the way students and parents choose to travel to and from school. These projects succeed by including each of the “Six E’s” of Safe Routes to School to ensure that their project is a well-rounded, multi-prong and time-tested approach to getting students safely walking and bicycling. The Six E’s of Safe Routes to School are:



ENGINEERING

Engineering strategies including planning and implementing physical improvements that make it safer and more attractive to walk and bicycle to school. Engaging planners and engineers is crucial to successfully implementing safety improvements. It’s also important to reach out to the community to educate neighbors about the benefits and importance of any proposed improvements. Example of engineering strategies may include:

1. Adding traffic calming crosswalks, sidewalks, bicycle lanes or other infrastructure that improves safety for walking and bicycling.
2. Installing bike racks at schools.
3. Completing a school walking and bicycling audit



EDUCATION

Education about SRTS helps build support among kids, parents, teachers and community members. To craft education messages, first identify your goals and audiences. Do people need to know more about the benefits of walking or bicycling? Would maps of routes to the school help more people walk or bicycle?

1. SRTS maps that show suggested routes to walk and bicycle to school.
2. School bicycle rodeo that teaches safe bicycling skills.
3. Curriculum focused on the benefits of walking and bicycling.



ENFORCEMENT

Enforcement strategies help reduce unsafe behaviors by drivers, pedestrians, and bicyclists and encourage all road users to obey traffic laws and share the road safely. Enforcement can be expensive, so it is best used strategically in conjunction with the other strategies. Example enforcement strategies may include:

1. Partnership with law enforcement to target problem intersections for enforcement.
2. Educational “sting operations” to teach motorists about laws regarding yielding to pedestrians.
3. Installation of digital speed signs that display travel speed of passing vehicles.



ENCOURAGEMENT

Using events and activities to promote walking, bicycling, public transportation, and physical activity. Encouragement activities can include new partnerships with faith-based groups, civil rights and neighborhood coalitions, and tenants’ organizations, as they build activities like walking school buses, walk to school events, bicycling incentives, and art and active transportation events. Addressing equity in encouragement means ensuring that encouragement activities are available to low-income students and students of color, as well as designing them to overcome the variety of obstacles to walking and bicycling



EVALUATION

Evaluation is very important to a successful SRTS initiative and should be considered from the very beginning of planning. Ask yourself, how do we define success for our efforts and how can we measure or document our progress? Evaluation will likely include a combination of quantitative information, such as counts of how many children are walking and bicycling, and more qualitative information, such as success stories from families who have chosen to walk and bicycle more. Example evaluation strategies may include:

1. A school walking and bicycling audit and a school travel plan that includes specific goals.
2. Bicycle and pedestrian counts that show bicycling and walking rates over time.
3. Data about vehicle crashes near the school, traffic speeds or traffic volumes.



EQUITY

Work to support safe, active, and healthy opportunities for children and adults in low-income communities, communities of color, and beyond. Incorporate equity concerns throughout the other E’s to understand and address obstacles, create access, and ensure safe and equitable outcomes.

03 | PLANNING PROCESS

Region Five Development Commission, working in cooperation with the Cities of Baxter and Brainerd, and Independent School District (ISD) 181, have developed this SRTS plan by collecting and analyzing information, identifying community needs and priorities, and developing recommendations to set forth and accomplish these goals.

METHODOLOGY

The charge of the planning team was to provide oversight of the overall planning process as well as to provide vital input regarding issues and barriers to safety of students walking or bicycling to and from school; to identify areas of concern as well as to set forth a vision that will guide future transportation planning related to SRTS.

PLANNING TEAM

After being awarded the Technical Assistance grant from the Minnesota Department of Transportation (MnDOT) in 2016, the Brainerd and Baxter city councils, respectively, and the Independent School District (ISD) 181 board in coordination with the Region Five Development Commission began developing a planning team that would represent a diverse cross section of the community.

The planning team was designed to both articulate the needs of the community as they relate to SRTS as well as develop strategies and recommendations going forward.

The planning team was comprised of several key stakeholders from diverse backgrounds and areas of expertise including elected officials, educators, members of law enforcement, as well as local transportation planners.

SafeRoutes



MEETINGS

After developing the SRTS planning team, and hosting public informational kickoff meetings, the planning team held a series of working sessions that were open to the public to determine issues and barriers as they relate to SRTS.

- July 29th 2016, Core Team Meeting
- September 28th 2016, Kick Off
- October 11th 2016, Planning Team Meeting
- December 6th 2016, MnDOT/BCBS and Department of Health Workshop
- January 16th 2017, Planning Team Meeting
- January 27th 2017, Planning Team Meeting
- February 9th 2017, Planning Team Meeting
- March 6th 2017, Planning Team Meeting
- April 17th 2017, Planning Team Meeting
- June 27th 2017, Planning Team Meeting

SITE ASSESSMENTS

- October 14th – Forestview Site Assessment
- October 17th – Garfield Site Assessment
- October 17th – Baxter Site Assessment
- October 26th – Lowell Site Assessment
- November 7th and 14th – Harrison Site Assessment
- November 8th – Riverside Site Assessment

PARENT & STUDENT SURVEY

Concurrently with the work sessions the planning team oversaw the administration of both the parent and student surveys to gain additional input into the planning process. The surveys that were used were designed by the National Center for SRTS.

The student survey was conducted in class over a series of three concurrent school days and had a near 100% response rate from students. The parent survey which was conducted online also yielded a high response rate. The input from both surveys provided crucial information regarding issues and barriers to walking and biking to and from school.

COMMUNITY WALKING AUDIT

The planning team conducted walking audits around each of the five school sites to further determine issues and barriers as well as to begin thinking about potential solutions to improve student's ability to safely walk or bike to and from school.

The input from the walk audit proved invaluable to the planning team in determining where issues and barriers exist and in determining potential solutions.

ASSESSMENT OF ISSUES

Based on the expertise of the members of the planning team, input from both the parent and student surveys, the walking audit, as well as numerous discussions held both at the public informational meetings and the working sessions, the planning team assessed issues and barriers. The assessment of issues and barriers was meant to inform the decision-making process by bringing together all the information gathered from the surveys, walking audit and public meetings and working sessions.

OBSERVATIONS & RECOMMENDATIONS

After assessing the issues and barriers the planning team developed a list of observations and recommendations intended to address the SRTS needs present at the various school sites. The observations and recommendations were developed according to the nationally recognized six "E" approach.



04 | COMMUNITY OVERVIEW

The Region Five Development Commission working in cooperation with the cities of Baxter and Brainerd as well as the Independent school district 181 to develop this SRTS plan. The plan was developed by collecting and analyzing information, identifying community-based needs and priorities based on the issues and barriers identified at each school site.

CITIES OF BRAINERD & BAXTER

The communities of Brainerd and Baxter serve as the gateway communities to the Brainerd Lakes Area. You will find strong business neighborhoods in both cities. Brainerd holds historic significance in the region with a revitalized downtown and the regional beacon, the historic water tower. Baxter is a fast-growing community along the western border of Brainerd that boasts many large retail stores. Both cities offer great shopping options with many one-of-a-kind finds and up-north flair.

A green space gem shared by the two cities is the 500-acre Northland Arboretum at the trailhead to the Paul Bunyan State Trail. The Paul Bunyan Trail travels more than 75 miles from Baxter with picturesque views of area lakes. You can hike, bike, walk or ski through the more than 500 acres of the Northland Arboretum. Many arts and cultural events and festivals are hosted in Brainerd, such as the annual Arts in the Park each summer in Gregory Park in the heart of Brainerd. And the galleries of more than 30 artists can be found in the Franklin Arts Center, a renovated, former junior high school.

While walking the downtown Brainerd streets, you will be able to discover the many unique retail shops in the newly revitalized core of the city. In 2009, the city completed a nearly \$2 million improvement project in the six-block downtown area that resulted in improvements to the face of the city while retaining its historic appeal.

After taking in one of the many cultural, recreational or shopping opportunities in Brainerd and Baxter, check out one of our many dining establishments- seek a familiar name or a one-of-a-kind gem.



INDEPENDENT SCHOOL DISTRICT #181

Brainerd Public Schools, in partnership with the community, will ensure all students achieve their individual potential by providing the highest-quality programs and resources to prepare learners for an ever-changing global society. The district enrolls 6,334 students. 51.35% are male and 48.65% are female. 3,477 are enrolled in 6 elementary schools. 1,983 are enrolled at Forestview Middle school. 1,874 are enrolled in 2 high schools. Additionally, 42.97% of students are eligible for free/reduced lunch.

STATE HEALTH IMPROVEMENT PROGRAM (SHIP) - CROW WING ENERGIZED

SHIP is working to create healthier communities across Minnesota by expanding opportunities for active living, healthy eating and tobacco-free living.

Good health is created where we live, work, learn and play. Schools, businesses, apartment owners/managers, farmers, community groups, senior organizations, hospitals, clinics, planning entities, Chambers of Commerce, faith communities, and many more partners are creating better health together through SHIP across Minnesota. Crow Wing Energized is a united approach to improve health and wellness in our community by making healthy choices essential. We are looking for collaborative solutions with multiple community stakeholders focused on efforts that can create the greatest community good with our available resources

CROW WING COUNTY

The natural beauty of lakes and woods helps explain Crow Wing's growth in recent years. Our quality of life is enhanced by excellent schools and healthcare and affordable and abundant housing. While tourism is a strong segment of our economy, healthcare, high tech, and manufacturing are also growing segments.



05 | EXISTING CONDITIONS & ISSUE IDENTIFICATIONS

The planning team utilized several input mechanisms to gather information on which to base their observations. This section discusses each of the input mechanisms used. These input mechanisms include, students Survey, Parent Survey, Community Walk Audit, Infrastructure Assessment, Brainstorming sessions at Planning team and public meetings.

STUDENT SURVEY RESULTS

The National Center for SRTS has developed a national survey to determine a baseline of information relating to the modes of transportation that students take to and from school. The student survey is a survey designed to be administered by educators in class on three consecutive days of a given school week (ideally on a Tuesday, Wednesday, and Thursday) to avoid Mondays and Fridays which often have statistical anomalies associated with their records.

FORESTVIEW MIDDLE SCHOOL

Local Planning Team Observations

- Front of school, parents will double up on pickup lines putting kids in harm's way.
- Parents pick up/drop off in areas where kids will cross traffic in the lots to get to parents.
- From bike trail to school – minimal traffic – safe routes and protected as the students leave the school.
- Traffic does not flow smoothly or efficiently – students at risk, staff cars and adults at risk.
- Due to traffic, back up and flow, drivers can't see where and when students are crossing.
- Bike parking not covered.
- Turn lanes difficult to see into parking areas.
- Bike racks available, close to an entrance, behind school.
- Students not safe in parking lot areas.
- Sidewalks are patched and maintained on regular basis.
- Traffic can get very backed up so people get anxious and are in more of a hurry.
- Students get dropped off in parking lot therefore creating issues with walking between cars.

	Weather	Student Tally	Walk	Bike	School Bus	Family Vehicle	Carpool	Public Transit	Other
Tuesday AM	Partly Cloudy	1748	3	8	930	734	55	1	0
Tuesday PM	Partly Cloudy	1751	23	7	1013	641	51	0	4
Wednesday AM	Partly Cloudy	1680	4	7	881	743	62	0	1
Wednesday PM	Partly Cloudy	1681	22	6	1029	642	35	0	0

GARFIELD ELEMENTARY SCHOOL

Local Planning Team Observations

- Students not safe when unloading behind driver's seat and not when parents drop off on side streets.
- Crossing guards on all 4 corners.
- Difficult on corners during winter – sidewalks not always maintained.
- Drop off/pick-up areas is shared street with 11th Ave.
- The corner of L & 11th needs street light.
- 32 slots for bikes – (10-12 bikers).
- Narrowing of corners can be a hazard.
- Students not protected in winter when snow stacks up and students are between snow and cars.
- 11th Ave Widen.

SRTS student arrival and departure tally results: The week of November 28th, 2016.

	Weather	Student Tally	Walk	Bike	School Bus	Family Vehicle	Carpool	Public Transit	Other
Tuesday AM	Overcast	386	23	0	199	199	2	0	0
Tuesday PM	Overcast	389	28	0	201	201	6	0	0
Wednesday AM	Partly Cloudy	363	21	0	186	154	2	0	0
Wednesday PM	Partly Cloudy	364	33	0	205	123	3	0	0



HARRISON ELEMENTARY SCHOOL

Local Planning Team Observations

- Oak Street busy, traffic does not always stop for flag holders.
- Students passing between busses to get to parent's cars on street.
- Cars doubling up on 13th Street.
- School could have better lighting.
- Bike parking not covered.
- Bell rings at 2:45, busses gone by 2:57.
- Kids who get picked up wait inside the school – parents park and pick up kids from inside.
- Busses wait out front.
- Cars/pickups aren't allowed to park across the street during this time (posted).
- While busses wait – engines are off.
- School patrol with teacher present – however only until 2:55 as the patrol kids get on the bus.
- Bike parking is located inside the fenced area but not covered, near garbage dumpster.

SRTS student arrival and departure tally results: The week of November 28th, 2016.

	Weather	Student Tally	Walk	Bike	School Bus	Family Vehicle	Carpool	Public Transit	Other
Tuesday AM	Overcast	247	29	5	118	94	1	0	0
Tuesday PM	Overcast	247	30	5	129	81	0	0	0
Wednesday AM	Partly Cloudy	252	28	4	126	108	1	0	0
Wednesday PM	Partly Cloudy	252	32	4	138	75	0	0	0
Thursday AM	Overcast	255	28	3	94	100	0	0	0



LOWELL ELEMENTARY

Local Planning Team Observations

- Cars dropping students off at main entrance from both sides and middle of the street.
- Dropping off students from wrong side of car.
- Too many cars are parking in front of school leaving no place to drop off students.
- Feeder streets do not have sidewalks.
- Street in front of school is quite congested during drop off times.
- Students frequently walking in the street between cars.
- School property not well lit.
- Bike parking structure cant be seen from within the building.
- Bike parking not covered.
- Occasional cars drop off students in bus drop off areas.
- Students have sidewalks around entire building.
- Being on a busy city block, many approaching areas to our school do not have sidewalks.
- Cars/traffic drives around entire school block.
- Sidewalks are kept clean but in MAJOR need of repairs. South entrance and east sidewalks are in the most dire need.
- Flows well on south/east/north side. West (front) is congested from 7:45-8:15 and 2:30-3:00
- Sheds on property obstruct view of pedestrians and bikers around entrances of school building.
- South end has street lights.
- 2 bike racks
- Major need of sidewalks off school property. Especially on the west and G street and North of H street also east of H – no sidewalks.
- Some parents are dropping kids off behind busses.
- Observed police drive by.
- Observed school patrol.
- Parents parking in middle of street.
- Need to enforce no parking on street during drop off time.
- Improve the flow.

SRTS student arrival and departure tally results: The week of November 14th, 2016.

	Weather	Student Tally	Walk	Bike	School Bus	Family Vehicle	Carpool	Public Transit	Other
Tuesday AM	Partly Cloudy	252	32	0	58	176	1	0	0
Tuesday PM	Partly Cloudy	252	38	0	80	149	1	3	0
Wednesday AM	Partly Cloudy	340	41	1	90	223	3	0	0
Wednesday PM	Partly Cloudy	319	42	0	116	171	5	2	0
Thursday AM	Partly Cloudy	262	28	2	78	188	4	0	0
Thursday PM	Partly Cloudy	239	35	1	90	141	6	3	1

RIVERSIDE ELEMENTARY SCHOOL

Local Planning Team Observations

- Decrease the walking boundary/bus boundary – to ensure more kids can be bussed (would decrease the number of parents picking up therefore decreasing the congestion at pick up time).
- Put up flashing lights at 4 way stop for walkers.
- Block off “danger zones” – keep kids walking but not allowed to walk in certain areas – rail road tracks, busy highways. If needed have adult supervision at those locations.
- No covered bike parking.
- Overall flow of traffic during pick up is odd.

SRTS student arrival and departure tally results: The week of November 14th, 2016.

	Weather	Student Tally	Walk	Bike	School Bus	Family Vehicle	Carpool	Public Transit	Other
Tuesday PM	Overcast	564	6			131		1	
Thursday PM	Overcast	556	6			148		1	

BAXTER ELEMENTARY SCHOOL

Local Planning Team Observations

- Good coverage from highway – kids getting picked up – in parking lot but away from traffic.
- Students have safe routes while on school grounds yet off school grounds not safe – major highway.
- They let the walkers out a little late.
- They’d like a bridge to cross the highway.

SRTS student arrival and departure tally results: The week of November 14th, 2016.

	Weather	Student Tally	Walk	Bike	School Bus	Family Vehicle	Carpool	Public Transit	Other
Tuesday AM	Partly Cloudy	442	5	0	121	294	6	0	0
Tuesday PM	Partly Cloudy	442	7	0	204	214	10	10	1
Wednesday AM	Partly Cloudy	371	2	0	99	268	4	0	0
Wednesday PM	Partly Cloudy	369	3	0	182	203	9	5	2
Thursday AM	Partly Cloudy	44	2	0	7	34	1	0	0
Thursday PM	Partly Cloudy	44	5	0	18	20	0	1	0

BRAINERD HIGH SCHOOL & SOUTH CAMPUS

Local Planning Team Observations

- Busses come in 2 waves, had a lot of cars mixed in with busses and crosswalks.
- Bus blocks the walkway – crossway main entry way to island. Crossing guard? Both sides of island? – students exiting/enter busses are not protected from other vehicles.
- Students go around busses – parents and employees.
- East sidewalks need repair.
- Traffic does not move smoothly or efficiently – lots of blind spots.
- Busses stacked up in parking spots at angle\\\\ blocking view of entrances.
- Students don't use sidewalks.
- Students must walk between vehicles.
- Students not protected from other vehicles when entering/exiting busses.
- High traffic areas in front of school.
- Cars can impede vision of walkers and bikers.
- South 5th street bike rack should be closer to door.
- Kids that use the stop lights to cross have an audible signal as well.
- Cars drive fast on 5th – not everyone willing to wait to let people cross.
- 5th Street cars backed up while kids walk across to Pine.
- Sidewalk on one side of pine (one-way street).
- Observed woman slam on brakes for person walking.
- South campus use crossing guards between BHS and south campus – police presence at location.
- Could be more strategic in dismissal time of EA; s – have those who leave at different times park in certain areas as not to add to congestion of departures of kids/cars/busses.
- Senior lot - busses do not use space.
- Nice sidewalks on north side, but no designated bike lanes.
- Flow of traffic exiting the parking lot seems manageable.
- Plenty of lighting in lot.
- PIT Parking lot – kids walk wherever.
- Sidewalks/stairs can get slippery in winter.



PARENT SURVEY RESULTS

In addition to the student survey, the National Center for SRTS has also developed a parent survey designed to determine the main reasons why students are not walking or biking to school. The parent survey comprised of 16 questions to determine the many factors that come to bear upon the decisions that walking and biking or not walking and biking to school. In administering the parent survey, the SRTS planning team with assistance from school staff administered the survey which was completed by their parents.

A total of 642 parent surveys were completed and received. A brief synopsis of the results is below: In keeping with national trends, the typical mode of arrival and departure from school from respondents showed that the family vehicle is the primary mode, followed closely by riding the school bus. Two notable exceptions to this trend were Baxter and Riverside elementary schools, where busing outpaced the family vehicle as the primary mode of transportation.

When asked to report on issues that affect the decision to not allow a child to walk or bike to/from school, parents responded that distance was the primary concern. Distance was followed by amount of traffic along route, as well as the speed of traffic along the route. Additional issues included violence or crime, the safety of intersections and crossings, as well as weather or climate.

The results for each of schools can be found in appendix B.

COMMUNITY WALK AUDIT & SITE ASSESSMENT

Another means used by the planning team to determine issues and barriers regarding SRTS is the community walk audit. Walk audits can be particularly useful to determine where issues and barriers exist. An audit is an unbiased examination/evaluation of the walking and biking environment. The general purpose of an audit is to identify concerns for pedestrians and bicyclists related to the safety, access, comfort, and convenience of the environment. In addition, to identifying problem areas, an audit can be used to identify potential alternatives or solutions (such as engineering treatments, policy changes, or education and enforcement measures). Audits can be performed before, during or after the construction of a project.

Audits involve a review of all the data for a location or travel corridor analyzed by a multi-disciplinary team independent of the site or project being audited. Informal audits can be performed by any individual or community group. A multi-disciplinary team will often allow a fresh look at traffic conditions at a location or along a corridor.

It should be noted that the planning team thought it important to conduct at least one walk audit at one of the school sites during extremely cold and adverse weather to accurately simulate the issues and barriers facing students walking or biking to school. It should also be noted that this plan does not recommend or encourage students to walk or bike to school during severe winter weather such as extreme cold but rather, it encourages more students to walk or bike to school when and where it is safe to do so. Furthermore, the walk audits are a way of determining if and where issues and barriers to walking or biking to schools exist. It is the purpose of this plan to address these issues and remove these barriers where they exist.

In addition, planning team members were encouraged to also consider each route through different lenses such as the perspective of a small child, who may or may not be tall enough to see over parked cars. Another lens through which the planning team considered each route was the perspective of someone with physical disabilities. For example, are sidewalks compliant with the Federal Americans with Disabilities Act (ADA)? Do sidewalks slope laterally to accommodate the slope of a driveway or does the sidewalk remain flat and the driveway apron begin to slope beyond the sidewalk as it should?

With limited time and resources, the planning team understands that they will not be able to address all concerns on all the roadways on which students wish to walk or bike, however by addressing logical termini throughout a systematized process designed to address as many needs as possible, the planning team sought to identify as many issues and barriers to walking and biking as possible.

One final caveat before delving into the walk audit observations, is the issue of limited resources. In a perfect world, each street would be newly paved with state of the art electronic signage, all motorists would obey all traffic laws and all pedestrians would have as many route options as could be imagined with sidewalks on every street. All the sidewalks would be self-heating and snow and ice would melt away on its own making shoveling an obsolete activity.

Of course this does not accurately reflect the current reality in which transportation construction and materials costs are rising alongside the level of traffic and congestion. To further complicate matters other stressors such as Federal and State Transportation funding constraints limit the ability of local units of government to maintain their transportation systems much less expand them to meet the increased needs of their residents. Rising transportation costs, ever increasing transportation system demands, and falling levels of transportation funding is a scenario that is playing out in communities across the nation.

It is important to remember that even within the world of transportation, several user groups view transportation needs in many ways and planners and local officials are faced with very difficult tradeoffs regarding how to prioritize the growing list of needs. Therefore, plans such as this help to inform decision makers on areas of greater priority. There are several routes that the planning team reviewed that do not warrant any physical improvement due to low volume of traffic conditions or width of roadway etc. It is not practical or even a wise use of public funds to recommend sidewalks on all streets.

WALK AUDIT OBSERVATIONS

Garfield Elementary School

- 86 students currently living in the walk/bike zone
- 375 responses on tally
 - 26 Walk
 - 169 Get a ride to school
 - 197 Ride the bus

Riverside Elementary School

- 83 students in walk/bike zone
- 565 responses on tally
 - 6 Walk
 - 205 Get a ride to school
 - ?? Ride the bus

Baxter Elementary School

- 63 students in walk/bike zone
- 285 responses on tally
 - 10 Walk
 - 172 Get a ride to school
 - 105 Ride the bus

Lowell Elementary School

- 158 students in walk/bike zone
- 277 responses on tally
 - 24 Walk
 - 174 Get a ride to school
 - 85 Ride the bus

Harrison Elementary School

- 73 students in walk/bike zone
- 251 responses on tally
 - 16 Walk/bike
 - 89 Get a ride to school
 - 120 Ride the bus

Forestview Middle School

- 45 students in walk/bike zone
- 1715 responses on tally
 - 10 Walk/bike
 - 690 Get a ride to school
 - 963 Ride the bus

Brainerd High School

- 114 students in walk/bike zone

06 | STRATEGIES

Based upon the input mechanisms discussed in the previous section on Observations, the planning team developed a series of strategies and actions steps using the SMART goals approach.

SMART goal setting brings structure and trackability into your goals and objectives. Instead of vague resolutions, SMART goal setting creates verifiable trajectories towards a certain objective, with clear milestones and an estimation of the goal's attainability. Every goal or objective, from intermediary step to overarching objective, can be made S.M.A.R.T. and as such, brought closer to reality. This ensures goals are specific, measurable, attainable, relevant, and time based.



ENGINEERING STRATEGIES BY SCHOOL SITES

ST - Short Term | **LR** - Long Range | **O** - Ongoing

GARFIELD ELEMENTARY

- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures. LR
- Consider sidewalk projects at:
 - E-I 10th Ave NE (LR)
 - I-N 8th Ave NE (LR)
- Solution for off street parking (O)
- Trail connection from NW 4th St corridor to Laurel Street (LR)
- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures (LR).

LOWELL ELEMENTARY

- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures.
- Consider sidewalk projects at:
 - 1st-3rd Ave NE (LR).
 - 1st Ave NE (LR).
 - 4th Ave NE (LR).
 - 2nd Ave NE (LR).
 - 1-6th Ave NE (LR).
 - 3rd-8th Ave NE (LR).
 - 1st-3rd NE Ave NE (LR).
 - Washington (LR).
 - 4th Ave NE (LR).
- Address drop off/pick up (ST)

HARRISON ELEMENTARY

Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures including:

- Consider sidewalk projects at:
 - Pine-Norwood on 16th Street SE (LR).
 - Pine-Norwood on 14th Street SE (LR).
 - 16th-17th Street SE on Pine Street (LR).
 - Oak-Norwood on 17th Street SE (LR).
 - Pine-Oak on 15th Street SE (LR).
 - Rosewood-Pine on 15th Street SE (LR).

RIVERSIDE ELEMENTARY

- Address the bus ride length (O).
- Consider new design for drop off and pick up (ST).
- Utilize Crossing guards (Older students or adults) ST).
- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures (LR).
- Consider sidewalk projects at:
 - Laurel – Jackson – NW/SW 4th (LR).
 - Street Trail Connection (LR).

BAXTER ELEMENARY

- Pathway/bridge across 210 Bus routes less than 1 mile – special waiver due to locate on. (LR).
- Add sidewalks plan to include separate path for pedestrians (LR).
- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures (LR).

FORESTVIEW

- Address pickup/drop off locations (ST).
- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures (LR).

BRAINERD HIGH SCHOOL

- Possible adjustment in dismissal time of EA's to address traffic congestion (ST).
- High traffic area in front of school – fast moving traffic (ST).
- Seek to update and enhance all necessary crosswalks with appropriate traffic calming measures (LR).
- Consider sidewalk projects at:
 - S 9th – SE 12th Street on Norwood Street (LR).
 - Quince St. from S 8th St. to SE 13th Street (LR).



ENGINEERING PROJECTS

For all sites, bring all noncompliant sidewalks into compliance and alignment with ADA requirements and local ADA plan (O).



EDUCATION INITIATIVES

- Incorporate “Walk!-Bike!-Fun!” curriculum into current classrooms P.E. curriculum in order to educate students about the benefits of walking or biking to school (ST).

- Continue partnering with the Minnesota Bicycle Alliance to provide educational workshops or other education programs on an annual basis such as League Cycling Instructor (LCI) training or Bicycle Friendly Community (BFC) or Business (BFB) applications/designations (ST).

- Inquire to Minnesota Bicycle Alliance about hosting a bike safety 101 course (short term) (ST).

- Collaborate with Crow Wing Energized (SHIP) to promote and participate in bike/walk to school day and week in the spring and fall (ST).

- Partner with local bicycle clubs and other local partners to hold an annual Bike Rodeo (Ambulance, police department etc.) (ST).

- Teach safe walking and biking to kids at a level appropriate for their age (ST).

- Teach pedestrian and bicycle safety at driver's education courses. Consider including education programs in Drivers education association (ST)

- Continue to be appraised of Safe Routes to School Infrastructure solicitations (annually) (ST).



EVALUATION

- Complete student tally forms for grades K-8 annually (O).

- Complete parent survey forms for grades K-8 every other year (O).

- Review and make annual updates as necessary to the Safe Routes to School Plan (O).

- Continue to meet as a Safe Routes to School task force regularly i.e. quarterly or bi-annually (O).

- Consider working with local the State Health Improvement Plan (SHIP) coalition and Minnesota Department of Transportation (MNDOT) in addition to other local partners and agencies to implement recommendations under each of the six “E’s” (O).



ENCOURAGEMENT

- Established bus pick up locations vs. picking every child up (ST).

- Develop on-site management plans that include designated drop-off/pick-up locations (zones), adult monitors, and student safety patrols. Reevaluate these plans annually for effectiveness and relevancy. Businesses, volunteers, city, school, background checks (ST).

- Hold a Walk to School Day event annually (ST).

- Organize & promote a community bike ride (ST).

- Develop a punch card incentive/prize program for kids who walk or bike to school (ST).

- Have a remote drop-off one day a month for all students (ST).

- Introduce “Walking Wednesdays (short term) and on every Wednesday, children have a special activity focused around walking (ST).

- Establish bus pick up areas in the city limits. This will allow the transportation of students to be more efficient, cause less wear and tear on buses, aid in less fuel being used, and will encourage children to walk to a bus stop or to school (ST). that different kids experience. Encouragement activities should effectively influence children from different backgrounds to embrace walking and bicycling.



ENFORCEMENT

- Consider increased enforcement in regards to yielding to pedestrians (ST).

- Consider a special enforcement campaign for traffic violations particularly as they relate to pedestrian and bicycle safety (Pedestrians, bicyclists, and motorized vehicles) (ST).



EQUITY

- Organize a before or after school walking/biking/running club (ST).

- Consider partnering with charitable organizations such as Kinship in order to provide bicycles to children from disadvantaged or low-income families (ST).

06 | EVALUATION PLAN



The SRTS planning team will consider reviewing the strategies and action plan annually to determine each strategies continued relevance for changing conditions within the community. In addition, the planning team should also consider reviewing state and federal policies and best practices to ensure they are addressing current and expected conditions. Finally, the planning team should also review the issues and barriers to identify any new hindrances to students walking and biking to and from school.

Continued public involvement is critical to the successful implementation of the strategies identified in this plan. The planning team should consider promoting their annual review meeting to the public/community and seek as much community input as possible.

One way to successful engage the public would be to couple the SRTS plan review meeting with an event such as walk to school day, a bike rodeo, or some other fun event. By doing this the planning team would provide a fun event to promote walking and biking and garner valuable input from parents, students, community members and planners alike.

A | LIST OF APPENDICES

Appendix A, School Boundary Map

Appendix B, Parent Survey Results

Appendix C, Student Tally Forms

Appendix D, Walk Audit Observations

Appendix E, Local Adoption Resolutions

Brainer
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Map 1 of 1

- ### Public Educational Facilities or Programs

- Public School Attendance Areas**¹

 Elementary School Attendance Area **EL**

 Middle School Attendance Area **MID**

 High School Attendance Area **HIG**

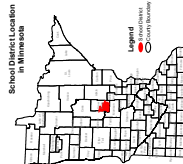
- Public School Districts¹**
 School District
 Adjacent School District
 INSET - SEE MAP 2 OF 2 (if applicable)

- Other Features**
- Interstate Highway¹
 - U.S. Highway²
 - State Highway³
 - County Highway⁴
 - Road/Street⁵
 - Railroad⁶
 - Stream⁷
 - Lake/Pond⁸
 - Minor Civil Division
(Cities, Townships)⁹
 - Public Land Survey¹⁰
 - Private Land Survey¹¹

- data Sources:**
- Minnesota Department of Transportation
 - Metropolitan Council
 - Minnesota Department of Transportation
 - U.S. Bureau of Economic Analysis
 - Minnesota Department of Transportation

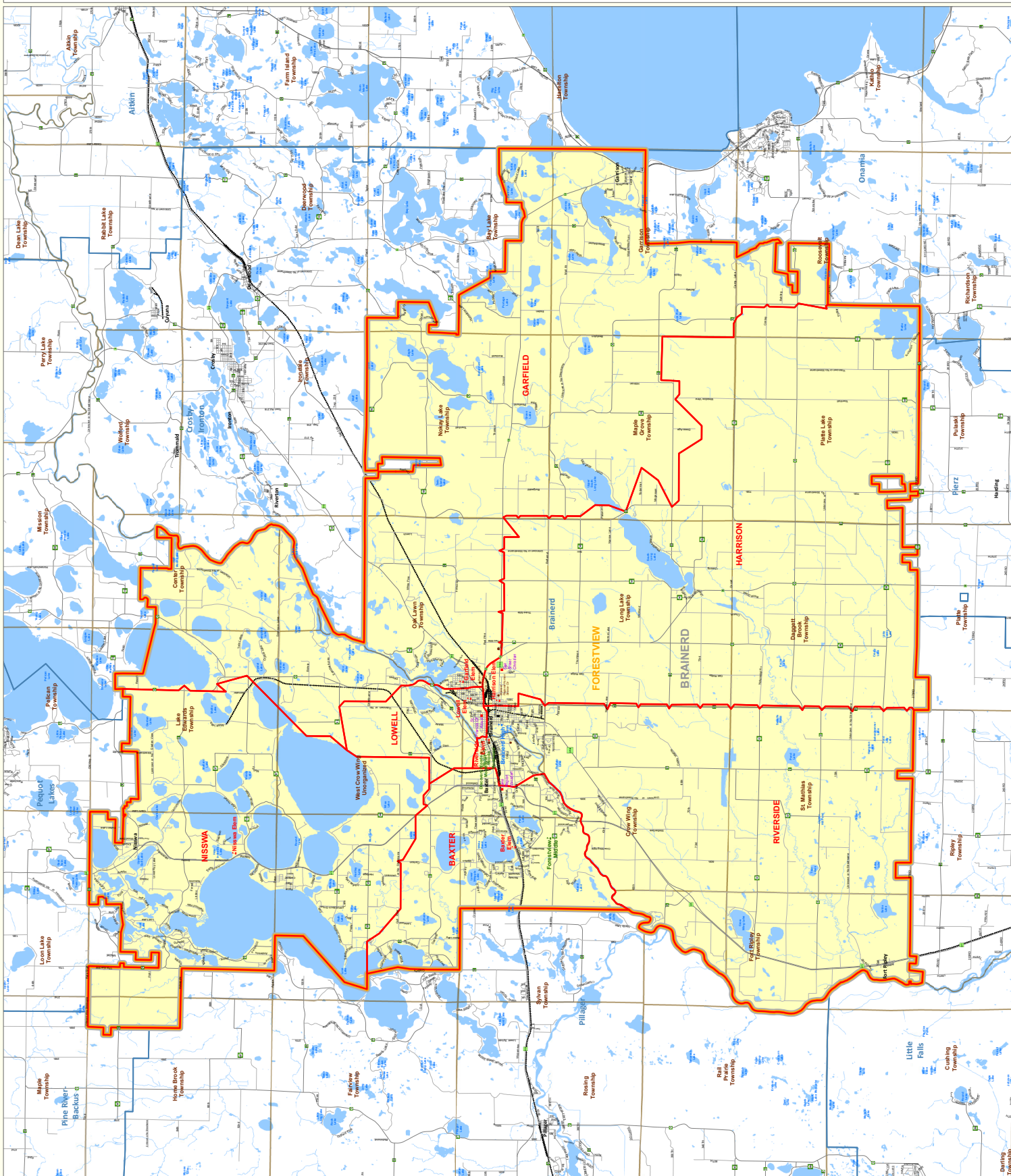
Special Note: The school district boundary appearing on this map does not necessarily represent the legal boundary of the school district. It is a generalization of boundaries drawn on maps in the late 1990's by county officials, and modified by the U.S. Bureau of the Census, most recently by Census 2000. Since 2000, district boundary's have been modified by the Dept. of Education based on completed County-level information. Please contact your county auditor or supervisor to obtain an accurate legal description of this school boundary.

Ability Statement:
The Minnesota Department of Education is providing this map. This map is provided for informational purposes only and does not constitute an offer of insurance. The Minnesota Department of Education is not an insurance company and does not provide insurance.



1 : 60,340

For further assistance with this map, contact:
 Jake Stark | jake.stark@state.mn.us
 MN Department of Education
 Division of Information Technology
 1000 Highway 36 West
 Roseville, MN 55113





Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Technology Enhanced Traffic Control Policy

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: Attached to this request is a draft policy related to what staff is calling technology enhanced traffic control devices. As these devices become more popular by the public, staff feels it prudent and necessary to set guidelines and alternatives to try first before the implementation of the enhanced traffic control device. I have also attached some examples of the devices that are outlined in the policy, along with some of the alternative treatments that can be seen throughout the document.	
Alternatives, Options, Effects on Others/Comments: The three devices the policy covers are flashing LED signs (regulatory and warning), speed feedback signs, and rectangular rapid flashing beacons (RFRBs). Under each different category within the policy, there is a definition of the device, alternatives to first consider before installation, and other criteria considered for the installation of the device. There is also a cost section of the policy, in which outlines procedures for getting the device into the City budget, along with requests for the current budget year. There is also provisions for the requester to cover all of the costs of the device to get it installed.	
Recommended Action/Motion: Staff recommends discussion and deliberation of the attached policy. If found to be adequate, staff recommends adoption of the Technology Enhanced Traffic Control Policy.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

City of Brainerd

Technology Enhanced Traffic Control Policy

1. Introduction

The City of Brainerd seeks to optimize its existing traffic control measures in locations where unique situations exist. With evolving Technology Enhanced Traffic Control devices, it is crucial to analyze the effectiveness of each device and determine whether their use factually increases the safety and well-being of the public.

This policy defines how devices are evaluated and recommended for application. Devices failing to meet the guidelines established by this policy will not be considered for installation unless they are a replacement to a previously installed, older technology system (standard flashing beacons, etc.).

2. Policy

Devices considered for use include flashing LED regulatory (stop and yield) and warning (curve ahead, etc.) signs, digital speed feedback signs, and rectangular rapid-flashing beacons at pedestrian crosswalks. New devices, as developed, will be considered for addition to the policy.

The city will follow guidance for appropriate use as provided by the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

Flashing LED Signs (Regulatory and Warning)

Light Emitting Diode (LED) units may be used individually within the legend of a sign and/or the border of a sign to improve the conspicuity or to increase the legibility of sign legends and borders.

Prior to implementing a flashing LED sign, the following conspicuity improvement alternatives shall first be considered:

- Install an advanced warning sign on approach to the intersection or warning condition.
- Increase the size of the existing signage.
- Install a second sign of equal or lesser size on the left-hand side of the road (if allowed by MN MUTCD).
- Add one or more red or orange flags (cloth or retroreflective sheeting) above a standard sign, with flags oriented at 45 degrees to the vertical.
- Add a strip of retroreflective material to the sign support.

Flashing regulatory and warning signs shall only be considered for installation in situations necessitating enhanced visibility of the sign not accomplished by the above

treatment techniques. The city will follow the MnDOT Traffic Engineering Manual to create premises for use. For local road situations the manual provides instruction that use of these devices should be limited to locations where both of the following conditions exist:

- Limited visibility on approach to an intersection or roadway condition requiring warning, as determined by the sight distance criteria for Warrant 1 in Section 9-4.02.012 in the Traffic Engineering Manual.
- A history of crashes documented to be caused by a failure to stop or adherence to warning, and deemed preventable by implementation of conspicuity improvements.

Speed Feedback Signs

These signs provide a real-time dynamic display of the driver's vehicular speed at the location where speeding and safety has been documented as a problem. When considering use of these signs, at least four (4) of the following conditions must be met:

- The 85th percentile speed exceeds the posted speed limit by at least 5 MPH during the time period of concern.
- A speed transition area exists.
- The area of interest is within the vicinity of a school or other high pedestrian traffic area.
- The posted speed is 40 MPH or less.
- The road is under city jurisdiction.

Installation may be considered when three (3) of the above five (5) conditions are met, and crash data and documented repeat lane departures can clearly be linked to excessive speed in the area of interest.

Speed Feedback Signs shall also meet the following technical specifications when implemented:

- Installation must be used in conjunction with the traditional speed limit sign.
- When activated, the sign display shall give drivers immediate feedback on their individual driving speed.
- When traveling above the posted speed limit, the sign shall rapidly flash or have other dynamic elements.
- When installed in association with school speed zones, the Speed Feedback Signs shall operate only when the school speed zone is in effect.
- The installation shall not interfere with the visibility and general effectiveness of any other signs in the area.

Rectangular Rapid Flashing Beacons (RRFBs)

RRFBs are user-actuated LEDs that supplement warning signs to increase awareness of a pedestrian crossing location. They are activated by a push button which triggers the LEDs to display an irregular flash pattern which can help alert drivers of the approaching crosswalk.

Prior to implementing RRFBs, the following conspicuity improvement alternatives shall first be considered:

- Add crosswalk pavement markings.
- Install an advanced warning sign on approach to the crosswalk.
- Increase the size of the existing signage.
- Install a second sign of equal or lesser size on the left-hand side of the road (if allowed by MN MUTCD).
- Add one or more red or orange flags (cloth or retroreflective sheeting) above a standard sign, with flags oriented at 45 degrees to the vertical.
- Add a strip of retroreflective material to the sign support.
- Add an In-street Pedestrian Crossing sign.

RRFBs shall only be considered for installation in situations necessitating enhanced visibility of the crosswalk not accomplished by the above treatment techniques.

The analysis for determining if RRFBs shall be used is specified in figures 4F-1 and 4F-2 from Part 4 of the Manual on Uniform Traffic Control Devices as shown below. Variables that influence the proper procedure include the number of pedestrians crossing at a location, the volume and speed of crossing vehicular traffic and the length of the crosswalk.

Figure 4F-1. Guidelines for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways

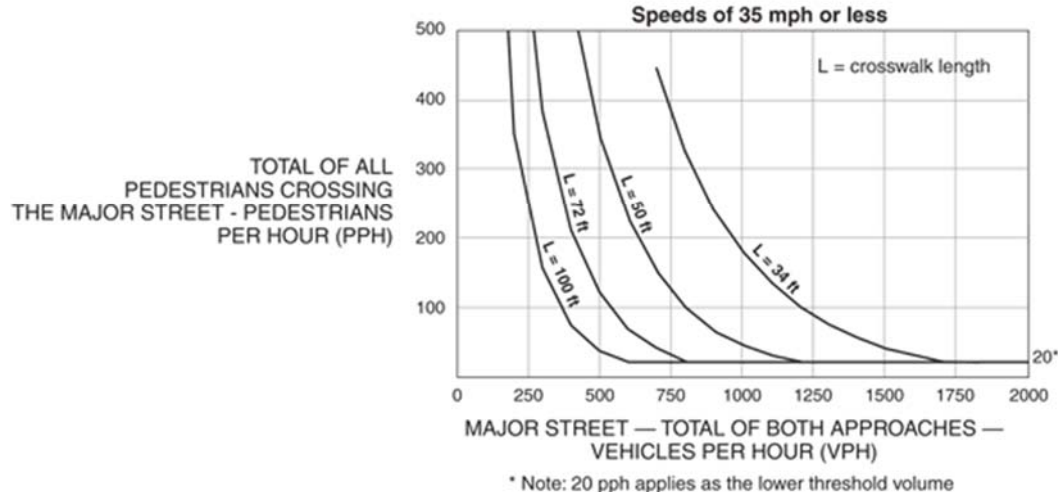
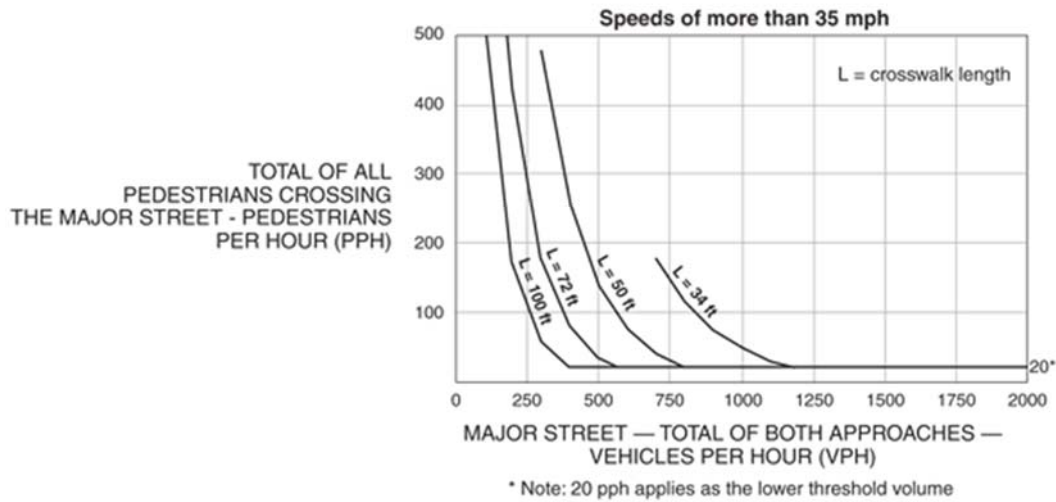


Figure 4F-2. Guidelines for the Installation of Pedestrian Hybrid Beacons on High-Speed Roadways



RRFBs shall be limited in use to crosswalk locations that exist at non-controlled intersections or other midblock locations where vehicular traffic would otherwise not be required to stop.

Costs

Annual budgets are prepared without including installation of any new Technology Enhanced Traffic Control devices due to the large and variable costs for each individual system.

Requests for Technology Enhanced Traffic Control devices, found to meet the guidelines established in this policy, shall be considered for inclusion in the following year's budget or Capital Improvement Plan.

Requests for installation within the current budget year found to meet the guidelines established by this policy may be considered if they are accompanied with a donation of all costs associated with the purchase, installation and maintenance of the system. Acceptance of the donation will be by the City Council and shall not obligate the city to future replacement costs.



Retroreflective Signpost



Orange Flags 45-degrees to Vertical



LED Stopsign



Speed Feedback Sign



Rapid Flashing Rectangular Beacon



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Tree Policy

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: Attached to this request is a draft tree policy in which outlines policy provisions related to planting trees in the City right-of-way and on private property, replacement of trees after public improvements, trimming and pruning of trees, diseases/dead/nuisance trees, and outlines responsibilities of the adjacent property owner, the Tree Inspector, the City Engineer, and other City staff when it comes to maintaining a healthy urban forest.	
Alternatives, Options, Effects on Others/Comments: While the policy generally speaks for itself and puts into writing past practice of the City, staff has also attached an existing policy which relates to boulevard trees. Staff would like to have some conversations with the committee as it relates to all the provisions of this policy. Staff has already began the process of sending letters and getting dead and diseased trees removed around the City, and this will likely continue through the spring in 2020.	
Recommended Action/Motion: Staff recommends review and discussion about the attached policy along with adoption with any proposed changes.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

City of Brainerd, Minnesota Tree Policy

1. Introduction

The City of Brainerd finds that it is in the best interest of the City and its residents to adopt a tree policy setting the roles and responsibilities for basic tree maintenance such as trimming, pruning, and removal of dead or diseased trees. Trees are part of the natural life support system that supports native species, sustains air and water resources, and contributes to health and quality of life. Trees bring natural elements and wildlife habitats into urban surroundings that increase the quality of life for Brainerd residents. Trees also have direct and indirect economic value by lowering home air-conditioning costs, reduced heating costs due to windbreaks, and increased property values. For these reasons, the City finds it necessary to provide guidelines for protecting the City's natural resources.

2. Planting of Trees on Private Property or City Right-of-Way

Property owners have the right and discretion to plant trees upon their private property. Varieties of trees allowed to be planted can be found in Section 1405.09 of the Brainerd City Code. However, species not listed will be considered if the City determines that the planting would enhance the beauty of the area in question or would be appropriate under the circumstances. Planting of trees within City right-of-way is also allowed upon notice by the abutting property owner to the City Engineering Department and Tree Inspector, unless the planting violates one of the following criteria:

1. The planting is in the right-of-way between the curb and the sidewalk and the distance between the curb and the sidewalk is less than six (6) feet.
2. The tree is less than six (6) feet in height above the ground.
3. The spacing between other adjacent trees is less than 30 feet.
4. The street right-of-way is less than 60 feet.

The same varieties as are allowed by City Code pertain to plantings within the right-of-way.

The City reserves the right to remove any improvement of the property owner who has planted any tree within the right-of-way if it interferes with public works improvements or maintenance activities. If trees are planted between the curb and sidewalk, the property owner shall ensure the tree is centered within the space. If a tree is planted where no sidewalk exists, the property owner shall ensure that the tree is planted as so to accommodate any future street or sidewalk improvement, as deemed appropriate by the City Engineering Department.

3. Replacement of Trees after Public Improvement Projects

The City will replace trees within the right-of-way at a ratio of one-to-one (1:1) after the completion of a public works project in which trees were removed as part of the project. Typically, the City requests the property owner to choose between three to four varieties of

trees that are readily available for the Contractor to install. This cost is included as part of the contract to complete the public improvement.

4. **Trimming or Pruning of Trees**

The City Tree Inspector has the authority to require trees within a street right-of-way to be pruned or trimmed so that the branches do not obstruct street lights, traffic signs or devices, street intersection site lines or utility lines. The expense of such work shall be the responsibility of the abutting property owner.

The City of Brainerd has the authority to trim trees within the street right-of-way at its discretion. Generally, trimming practices follow the diagram attached to this policy, except in special circumstances the pruning and trimming may need to be more or less than what is identified in the diagram at the discretion of Street Department staff. Trimming of trees is necessary to provide for protection of public works equipment. Tree trimming and pruning work within the right-of-way will be done at the City's expense.

The City will post notice to the abutting property owners of the trees to be trimmed one (1) day in advance by use of a door hanger. Trimming of trees within the street right-of-way typically occurs in the spring and fall and is dependent on weather conditions.

5. **Disease and Pests**

The City of Brainerd has elected to adopt and enforce an ordinance to control and prevent the spread of plant pests and diseases and may, at its discretion, pass a specific levy to fund the program. The specific ordinance of reference can be found in Section 1400 – Tree Disease Control of the Brainerd City Code. The City Tree Inspector is the person having the necessary qualifications to conduct and enforce the diseased shade tree program on private property and the right-of-way.

6. **Dead Trees**

The City of Brainerd has elected to adopt an ordinance to control and prevent the presence of dead trees. The specific ordinance of reference can be found in Section 1400 – Tree Disease Control and Section 1405 – Trees, Turf Grass, Weeds, Ornamental Grass, Evergreens, Shrubs, Native or Non-Native Plants and Natural Areas in the Right-Of-Way. The City Tree Inspector is the person having the necessary qualifications to conduct and enforce a program to ensure the removal of dead trees from private property and the right-of-way.

7. **Cotton Bearing Trees**

The City of Brainerd has elected to adopt an ordinance to control and prevent the presence of cotton bearing trees within the City. The specific ordinance of reference can be found in Section 1410 – Cotton Bearing Trees. The City Tree Inspector is the person having the necessary qualifications to conduct and enforce a program to ensure the removal of cotton bearing trees from private property and the right-of-way.

8. **Diseased/Dead/Cotton Bearing Trees – Responsibility of the Tree Inspector**

The City Tree Inspector has the responsibility to enforce the ordinances and this policy by entering onto the premises, investigating and inspecting, diagnosing, and ordering abatement of the diseased, dead, or nuisance trees.

When the City Tree Inspector finds it necessary to order removal of a tree because of disease, death, or nuisance, on private property or within the right-of-way, a written order to correct the dangerous condition will be served upon the owner, occupant, or other person responsible for its existence. The order served will be in one of the following ways:

1. Making a personal delivery of the order to the person responsible, or;
2. Sending certified mail the order to the property owner subject to a 20 day time limit for the removal from the date of the letter, or;
3. By leaving the order with some person of suitable age and discretion upon the premise, or;
4. By affixing a copy of the order to the door at the entrance of the premises in violation, or;
5. By publishing a copy of the order in a local newspaper once a week for two successive weeks.

Upon receiving of the order, the person responsible for the nuisance will have a 20-day time limit to remove the diseased, dead, or nuisance tree from the date of the original order. However, discretion by the Tree Inspector will be used if time limit extensions are requested or required by the responsible person.

9. **Diseased/Dead/Cotton Bearing Trees – Responsibility of the Property Owner**

Upon order to remove a diseased, dead, or cotton bearing tree by the Tree Inspector, the responsible party has 20 days to remove the nuisance tree from private property or the public right-of-way. Discretion of the Tree Inspector will be used in cases where the property owner has requested a time extension for removal and the tree does not pose a threat to human life, health, or safety.

Upon expiration of the 20-day time, the City may abate the nuisance tree if it lies within the right-of-way, with the costs of such removal being assessed to the abutting property owner. If the nuisance tree lies upon private property and the 20-day time limit expires, the City will ask for permission to enter upon the private property to abate the nuisance tree. If permission is not granted, the City will seek an administrative warrant to enter upon the property to abate the nuisance tree, with the costs of such removal being assessed to the property owner.

10. **Life, Health, and Safety Issues on Private Property or within the Public Right-of-Way**

If a tree or its limbs are a danger to the life, health, and safety of the public, the Tree Inspector order the tree be pruned, trimmed, or removed immediately. If the public safety issue is not abated immediately, the City will act to abate the nuisance condition, with the costs of such being assessed to the abutting property owner.

If a danger to the life, health, and safety of the public exists on private property, as deemed by the Tree Inspector, the Tree Inspector will serve notice upon responsible party to abate the hazardous condition within the 20-day time limit. If such condition is not abated, the City will ask for permission to enter upon the private property to abate the nuisance tree. If permission is not granted, the City will seek an administrative warrant to enter upon the property to abate the hazardous condition, with the costs of such removal being assessed to the property owner.

11. Storm and Natural Disaster Clean-Up

The City finds it necessary to provide for clean-up of debris, limbs, and trees after storm events, and thus has adopted this policy as it relates to clean-up of debris after a naturally occurring storm or disaster.

Upon the conclusion of the storm event, City forces will be deployed to remove any debris from the streets within the City. This work consists of the cutting of the tree off at the curb line, removal of branches and debris from the street, and street sweeping of any miscellaneous debris. The City is responsible for removal of all trees and debris from the street surface, and the adjoining property owner is responsible for the remainder of the tree lying within the street boulevard. This policy is adopted to ensure that all streets are opened and clear of debris in the shortest time frame possible to ensure emergency vehicles can access all areas of the City effectively.

CLEARANCE OVER STREETS, SIDEWALKS, & ALLEYS

Clearance of tree branches, shrubs, and bushes need to be maintained to a minimum height of 14 feet over streets and alleys. Clearances should be maintained so as not to obstruct the light from street lamps, traffic signs and devices, interfere with utility lines or block visibility at intersections.

Clearances over streets and alleys are also to be maintained for the safety and operation of City plows, fire trucks, and other equipment.

Clearance over sidewalks is to be maintained at a minimum of 10 feet over the sidewalk.

The City of Brainerd shall have the authority to direct you to trim such trees and may cause the same to be trimmed by employees of the City when deemed necessary.

If you have any questions, please call Parks Department at 218-828-2320, or the City Engineer's office at 218-828-2309.



Alleys, 14 feet



Sidewalks, 10 feet



Streets, 14 feet

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

November 18, 2019
**Crow Wing County Historic Courthouse
3rd Floor Jinx Ferrari Room
6:30 PM**

1. Payment of Bills and Transfer of Funds

From Parking Lot Fund to Streets Fund	2018-2019 Downtown Snow Removal	\$32,055
From Parking Lot Fund to Construction Fund	Downtown Special Services	\$2,166
From Park Dedication Fund to Capital Fund	Meadows Park Playground	\$21,667

2. 2020 Nuisance Assessment at 623 3rd Avenue NE

3. Deferment and Adoption of Assessment at 1004 H Street – Improvements 17-06 and 17-07

4. Deferment of Assessments

5. Community Service Officer (CSO) Resignation

6. Police Officer Resignation

7. Police Staff Out-of-State Travel Approval

8. Animal Control Services Contract

9. River to Rail Downtown Projects

10. 2019 Audit Engagement Letter

11. 2020 Budget Discussion for Non-Working Funds



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: 2020 Nuisance Assessment - 623 3rd Avenue NE

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Mr. Art Lordbock	Estimated Time Needed: 5 Minutes
Summary of Issue: Mr. Lordbock is in the process of purchasing the property at 623 3rd Avenue NE. The resolution adopted by Council at the October 21, 2019 council meeting resulted in \$1,325 of Nuisance Abatement and Administrative Citations to be payable for tax year 2020. The citations are a result of an unlicensed vehicle (\$1,000), tall grass and abatement (\$325). There was a citation that would be payable for tax year 2021 of \$125 that Community Development Director Chanski did agree to waive.	
Alternatives, Options, Effects on Others/Comments: Mr. Lordbock did not receive the public hearing notices for the citations payable for tax year 2020. As a result, Mr. Lordbock would like to address the Council to see the amount payable for 2020 could be waived. As part of the closing, Mr. Lordbock is scheduled to pay \$3,142.57 for outstanding nuisance abatements from tax years 2015, 2016, and 2019 in addition to the \$1,325 to be assessed in 2020 (a total of \$4,467.57). However, Mr. Lordbock is only requesting leniency for the 2020 assessments.	
Recommended Action/Motion: Agree to waive, reduce or hold Mr. Lordbock accountable for the full 2020 assessment of \$1,325.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>1,325</u> Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Deferment and Adoption of Assessment at 1004 H Street IMP 17-06 & 17-07

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☒ Adopt Resolution (attach draft) <i>*provide copy of published hearing notice</i> ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 15 Minutes
Summary of Issue: The assessment for Improvement 17-06 and 17-07 for PID 41191721 was excluded from the resolution adopted by Council on October 21, 2019. Mr. Green, the owner of the property, filed an application for deferment which was held over by Council at the November 4, 2019 meeting. Mr. Green does not meet 4D of the attached resolution that the applicant's homestead be less than \$110,000. Attached are Mr. Green's application and letter to the Council. Mr. Green does have a triple corner lot and both streets were completed in 2019 resulting in a larger assessment for Mr. Green in a total principal amount of \$12,086.45. Mr. Green's income is 45% of the 2019 maximum low income guidelines for a family of one.	
Alternatives, Options, Effects on Others/Comments: Per MS 435.193 (b): Any county, statutory or home rule charter city, or town electing to defer special assessments shall adopt an ordinance or resolution establishing standards and guidelines for determining the existence of a hardship and for determining the existence of a disability, but nothing herein shall be construed to prohibit the determination of hardship on the basis of exceptional and unusual circumstances not covered by the standards and guidelines where the determination is made in a nondiscriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants. For Council's reference, the resolution adopted by Council establishing the standards and guidelines is attached.	
Recommended Action/Motion: The Council should act on the following items: 1. Staff recommends discussion about the assessment amount. Staff recommends adoption of the attached resolution in which adopts the assessment for PID 41191721, based upon the committee and council discussion. 2. Approve or deny the deferment of assessment for 2020 for PID 41191721.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

RECEIVED

OCT 28 2019

CITY OF BRAINERD
ADMINISTRATION

DEFERRED ASSESSMENTS
CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR
SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL
HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Cassandra Torstenson, City Administrator, City of Brainerd, Minnesota

NAME <u>Guy A. GREEN</u>	I am (check one)
ADDRESS <u>1004 H ST. BRAINERD MN.</u> <u>56401</u>	☒ At least 65 years of age ☐ Retired by virtue of a total or permanent disability ☒ Financial hardship exists
R.E. CODE OF PROPERTY: <u>41191721</u>	
LEGAL DESCRIPTION OF PROPERTY: <u>East Side Addition to the city of Brainerd</u> <u>Lots 8 Thru 10-Block 1 inclusive</u>	

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

That my interest in the ownership of the above property was acquired on SEPTEMBER, 2008, and is as follows (check one):

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

That on _____, _____ I owned and occupied the above property as my homestead and such occupancy began on _____.

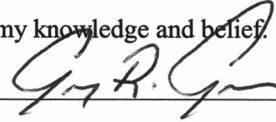
That the taxes for improvements on the special assessments adopted by Resolution No. 54:16 on November 22, 2016, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2019. (NOTE: Application for deferment shall be made each year.)

My homestead value does exceed the \$110,000, mostly by being a
triple lot, I believe I meet the "Hardship" standard in spades.
I meet the "Extremely Low Income, also the Assets"
minimum, and, by virtue of being a corner lot of large size,
my assessment exceeds the \$300 minimum by almost \$12,000.
As I said in my letter to the Council, even if spread over
ten years the increase in taxes will drive my mortgage
payment to an amount greater than my social security monthly.

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

Signed

Owner



I, Cassandra Torstenson, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of _____, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2018, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$ _____ and interest, which is based on the unpaid principal balance payable in the year 2019 should be so deferred with interest at the annual rate of 3.3%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2018.

City Administrator

October 18, 2019

Dear City Council Members, and City Administrator,

It is a great relief to know that The City Council of the City of Brainerd finds and determines that the deferral of special assessments for certain citizens is in the public interest, and that the City Council does endorse the principle of deferment of special assessments for citizens where the payment of said assessments constitutes hardship.

I have discussed my particular situation with my own Councilman, and one other, and have found them both to be knowledgeable and helpful in assisting me to apply for a deferral, which I feel is just the type of situation the findings and determinations the council has set in place were designed to address. I was also the recipient of very professional and friendly assistance from our City Engineer, Mr. Paul Sandy, PE. I meet three of the four criteria set out. My property, however is over the guidelines of \$110,000, so this will require Council approval.

I might add, that Mr. Sandy, along with the Project Managing officials with SEH, were hands on, and all ears, when dealing with concerns of property owners regarding dearly loved old trees, and other property disruptions that go along with projects of this size and duration. From all I have seen this summer, every concern has been, or is in the process of being, dealt with fairly and appropriately. I lost a beautiful old Butternut tree, but the extra care and concern provided by SEH, their crews, and Paul appears to have been quite successful in saving an even more beautiful old Maple that has been adding beauty to NE Brainerd for a lot longer than I have been alive!

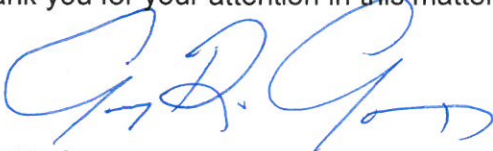
However, I HAVE been alive long enough to be retired, on Social Security and Medicare, and reduced to a lone part-time job by a heart attack and a spine that has been rendered rather balky by about sixty years of the game of golf. I also had a second part time job in 2018, Course hosting and caddying at The Classic Golf Course at Maddens, but that job ended in 2019.

That leaves my current income at \$10,802 from S.S., (after Medicare Plan B deductions), And an additional \$2325 from my summer employment with The Minnesota Golf Association as Senior Tour Director for the Northern Section of the State.

My assessment in this matter is \$12,086.45. Even with stretching the payments out over ten years, this assessment will run my mortgage payment up somewhere around \$100 per month. At that rate, I will be rendered unable to stay afloat for more than a year as a "home owner."

I have no problem with paying taxes, and I appreciate that Councils have to deal with serious infrastructure problems all across the nation, many of which have been kicked down the road for current Councils to handle, by predecessors who might not have been as willing to make necessary, but difficult, choices. At my age, deferring payment until my selling the house, or heading for the Happy Hunting Ground, seems a fair and proper solution for all involved.

Thank you for your attention in this matter,



Guy R. Green
1004 H St. Brainerd, Mn 56401

RESOLUTION
NO. 54:16

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

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

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

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

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

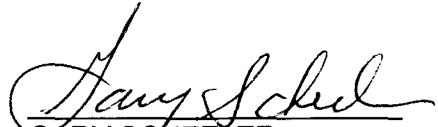
1. That the City Council does endorse the principle of deferment of special assessments for citizens where the payment of said special assessments constitutes hardship.
2. The Council, in accordance therewith, may defer the payment of any special assessment on homestead property when payment of the assessment would create a hardship upon the property owner as defined herein.
3. The deferment may be granted upon an application by the owner on a form prescribed by the County Auditor supplemented by the City Administrator to establish the qualifications of the owner for said deferment. All deferments shall be subject to renewal each following year upon the filing of a similar application not later than August 15. The Council shall either grant or deny the deferment, and if it grants the deferment, the deferred assessment shall bear interest at the rate established in the Resolution adopting the assessment. If the Council grants the deferment, the City Administrator shall notify the County Auditor who shall, in accordance with Minnesota Statute 435.194, record a notice of the deferment with the County Recorder setting forth the amount of the assessment.
4. A hardship shall be deemed prima facie to exist when all of the following apply:
 - A. The applicant's spouse and family combines shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.
 - B. The special assessments to be deferred exceed \$300.00.

- C. The total assets of the applicant and spouse, exclusive of the homestead, do not exceed \$25,000.00.
- D. The Crow Wing County Assessor's **estimated market value** of the applicant's homestead is less than **\$110,000**.

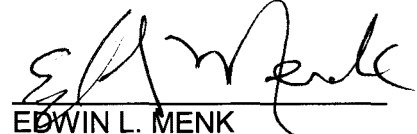
Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable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

- 5. Retirement by reason of permanent and total disability shall be deemed prima facie to exist when the applicant presents a sworn affidavit by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.
- 6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:
 - A. The death of the owner when there is no spouse who is eligible for deferment;
 - B. The sale, transfer, or subdivision of all or any part of the property;
 - C. Loss of homestead status on the property;
 - D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
 - E. Failure to file a renewal application with the time prescribed by Paragraph 3.
- 7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005.

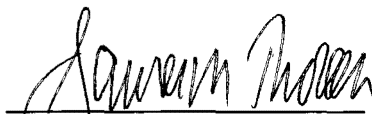
Adopted this 21st day of November, 2016


GARY SCHEELER
President of the Council

Approved this 22nd day of November, 2016


EDWIN L. MENK
Mayor

ATTEST:


JAMES M. THOREEN
City Administrator

**RESOLUTION
NO. XX:19**

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for Improvements 17-06 and 17-07 concerning the properties listed and abutting on the following:

CONTESTED ASSESSMENTS – IMPROVEMENTS 17-06 AND 17-07

PID 41191721

IMPROVEMENT 17-06

Street Reconstruction

NE H Street from Mill Avenue to 13th Avenue NE

Sidewalk Construction

NE H Street from 1st Avenue NE to 3rd Avenue NE

IMPROVEMENT 17-07

Street Reconstruction

10th Avenue NE from Washington Street (TH 210) to NE J Street

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

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

2. Such assessment shall be payable in full within 16 days from the adoption of this Resolution without interest at the office of the City Administrator. Thereafter, the entire amount of the assessment shall be payable to the Crow Wing County Auditor with interest at the rate of three and twenty-two hundredths (3.22%) percent.

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

Adopted this ____ day of _____, 2019

GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2019

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
Interim City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Deferment of Assessments

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: The City has received 4 additional applications for deferment of assessments. Two of the applications are for the same property owner but for 2 different improvements. All of the applicants have been approved for deferment in the past and 2 of them meet the hardship items (4A, 4B, & 4C) listed in the attached resolution. The third applicant is filing for a deferment based on being retired by virtue of a total or permanent disability (house value is over the EMV per the resolution). Staff received a letter in October of 2017 from the applicant's doctor per number 5 of the resolution as well as an attending physician's statement in 2019.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve or deny the deferment for the applicants for assessment payable in 2020 for one or all of the applicants at PID's 41191220, 41300682, and 41191751.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>1,435.57</u> (P&I) for PY 2020 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

RESOLUTION
NO. 54:16

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

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

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

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

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

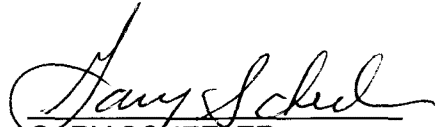
1. That the City Council does endorse the principle of deferment of special assessments for citizens where the payment of said special assessments constitutes hardship.
2. The Council, in accordance therewith, may defer the payment of any special assessment on homestead property when payment of the assessment would create a hardship upon the property owner as defined herein.
3. The deferment may be granted upon an application by the owner on a form prescribed by the County Auditor supplemented by the City Administrator to establish the qualifications of the owner for said deferment. All deferments shall be subject to renewal each following year upon the filing of a similar application not later than August 15. The Council shall either grant or deny the deferment, and if it grants the deferment, the deferred assessment shall bear interest at the rate established in the Resolution adopting the assessment. If the Council grants the deferment, the City Administrator shall notify the County Auditor who shall, in accordance with Minnesota Statute 435.194, record a notice of the deferment with the County Recorder setting forth the amount of the assessment.
4. A hardship shall be deemed prima facie to exist when all of the following apply:
 - A. The applicant's spouse and family combines shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.
 - B. The special assessments to be deferred exceed \$300.00.

- C. The total assets of the applicant and spouse, exclusive of the homestead, do not exceed \$25,000.00.
- D. The Crow Wing County Assessor's **estimated market value** of the applicant's homestead is less than **\$110,000**.

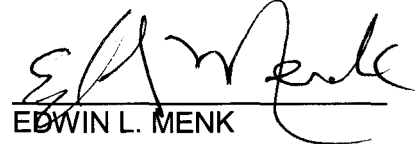
Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable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

- 5. Retirement by reason of permanent and total disability shall be deemed prima facie to exist when the applicant presents a sworn affidavit by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.
- 6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:
 - A. The death of the owner when there is no spouse who is eligible for deferment;
 - B. The sale, transfer, or subdivision of all or any part of the property;
 - C. Loss of homestead status on the property;
 - D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
 - E. Failure to file a renewal application with the time prescribed by Paragraph 3.
- 7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005.

Adopted this 21st day of November, 2016


GARY SCHEELER
President of the Council

Approved this 22nd day of November, 2016


EDWIN L. MENK
Mayor

ATTEST:


JAMES M. THOREEN
City Administrator

PID 41191220

RECEIVED

NOV 01 2013

DEFERRED ASSESSMENTS
CITY OF BRAINERD

CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO 54:16.

TO: Jim Thoreen, City Administrator, City of Brainerd, Minnesota

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

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

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

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

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

That the taxes for improvements on the special assessments adopted by Resolution No. 57:14 on October 20, 2014, by the City of Brainerd, which have been allocated against the subject property, would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2019. (NOTE: Application for deferment shall be made each year.)

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

Signed Margaret O'Rourke
Owner

I, Jim Thoreen, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Margaret O'Rourke, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2019, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$329.00 and interest, which is based on the unpaid principal balance payable in the year 2019 should be so deferred with interest at the annual rate of 5%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2019

City Administrator

PID 41191220

RECEIVED

NOV 01 2019

DEFERRED ASSESSMENTS
CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR
SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL
HARDSHIP EXISTS - RESOLUTION NO 54:16.

TO: Jim Thoreen, City Administrator, City of Brainerd, Minnesota

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

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

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

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

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

That the taxes for improvements on the special assessments adopted by Resolution No. 51:19 on October 16, 2019, by the City of Brainerd, which have been allocated against the subject property, would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2020. (NOTE: Application for deferment shall be made each year.)

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

Signed Margaret O'Rourke
Owner

I, Jim Thoreen, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Margaret O'Rourke, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2019, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$386.17 and interest, which is based on the unpaid principal balance payable in the year 2019 should be so deferred with interest at the annual rate of 5%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2019

City Administrator

17:00

PID 41300682

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

**APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR
SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL
HARDSHIP EXISTS - RESOLUTION NO 54:16.**

TO: Jim Thoreen, City Administrator, City of Brainerd, Minnesota

NAME Garry & Alex Schwartz ADDRESS 1212 Maple St _ Brainerd, MN 56401	I am (check one) ☐ At least 65 years of age ☒ Retired by virtue of a total or permanent disability ☒ Financial hardship exists
R.E. CODE OF PROPERTY: __091810090040009__	
LEGAL DESCRIPTION OF PROPERTY: Lot 4 Block 9, Sleepers Addition to Brainerd__	

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

That my interest in the ownership of the above property was acquired on May 9, 1986, and is as follows (check one):

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

That on January 2, 2017, I owned and occupied the above property as my homestead and such occupancy began on June 1, 1986.

That the taxes for improvements on the special assessments adopted by Resolution No. 50:16 on October 17, 2016, by the City of Brainerd, which have been allocated against the subject property, would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2019. (NOTE: Application for deferment shall be made each year.)

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

Signed Garry A. Schwartz
Owner

I, Jim Thoreen, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Garry & Alex Schwartz, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2019, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$235.10 and interest, which is based on the unpaid principal balance payable in the year 2019 should be so deferred with interest at the annual rate of 4.25%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2019.

City Administrator

PID 41191751

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

**APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR
SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL
HARDSHIP EXISTS -RESOLUTION. NO. 54:16.**

TO: Jim Thoreen, City Administrator, City of Brainerd, Minnesota

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

I, the undersigned, declare under penalties of perjury:

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

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

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

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

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

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

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

That the taxes for improvements on the special assessments adopted by Resolution No. 51:10 on October 18, 2010 by the City of Brainerd, which have been allocated against the subject property, would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2019. (NOTE: Application for deferment shall be made each year.)

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

Signed

Owiler

Tamara Haberle

I, Jim Thoreen, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Tamara Haberle, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2019, in said City Council Chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$201.55 and interest, which is based on the unpaid principal balance payable in the year 2019 should be so deferred with interest at the annual rate of 3.57%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2019

City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: November 18th, 2019

Title of Item: Community Service Officer (CSO) Resignation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed: 2 MINUTES
Summary of Issue: On October 31st, Community Service Officer Jarome Sandin submitted a Letter of Resignation, effective that day. We currently have three other Community Service Officers. Our intention is to wait until January 2020, and see if anything changes with their availability before we consider coming back to request authorization to hire a replacement for this resignation.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Accept Jarome Sandin's Letter of Resignation.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

10/31/2019

Jarome Sandin
Community Service Officer
Brainerd Police Department
225 E River Rd
Brainerd, MN 56401

Dear Brainerd Police Chief Corky McQuiston,

The purpose of this letter is to resign from my employment as a Community Service Officer from the Brainerd Police Department, my last day will be 10/31/2019

I am resigning due to my current school schedule and need to put more time into my academics. I will miss working with the Brainerd Police Department, everyone that I have worked with and talked to within the department has given me invaluable coaching and support for both the career and in my life. My memories of this position and my co-workers will always be positive.

I wish nothing but the best for the Brainerd Police Department.

Sincerely,
Jarome Sandin



Brainerd City Council Agenda Request

Requested Meeting Date: November 18th, 2019

Title of Item: Police Officer Resignation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed: 2 MINUTES
Summary of Issue: Police Officer Bailey Boelter submitted a Letter of Resignation effective November 12th, after his first week of training. At the Council meeting on November 4th, the police department received authorization to request the Civil Service Commission to establish a new Police Officer Eligibility List. We will be meeting with the Civil Service Commission to begin this process.	
Alternatives, Options, Effects on Others/Comments: This creates a second vacancy in the police department. We will return to the Council at the completion of establishing an new eligibility list and request authorization to make conditional job offers for these vacancies at a later time to be determined.	
Recommended Action/Motion: Accept Officer Boelter's resignation with regret.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> The positions and costs associated with the process are with in the department's current budget.	

November 12, 2019

Chief McQuiston,

I would like to notify you that I will be resigning from the position of police officer at the Brainerd Police Department effective immediately. I would like to thank you for the opportunity that was provided to me by you and your department. As I move forward, I will keep your department in my thoughts and prayers as you continue to protect and serve the community of Brainerd.

Sincerely,

Bailey Boelter.

A handwritten signature in blue ink, appearing to read 'Bailey Boelter', with a long horizontal flourish extending to the right.



Brainerd City Council Agenda Request

Requested Meeting Date: November 18th, 2019

Title of Item: Police Staff Out of State Travel and Training

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed: 5 MINUTES
Summary of Issue: We are requesting authorization for out of state travel for Police Investigator Tony Runde to attend Trauma Informed Sexual Assault Investigation Training in Rapid City South Dakota, on November 20th and 21st. This training is free and sponsored by the International Association of Chiefs of Police. Our costs associated with this will be Investigator Runde's wages, hotel, travel, and meals.	
Alternatives, Options, Effects on Others/Comments: Investigator Runde was assigned to investigations in March, after the promotion of Chad Kleffman to Lieutenant. This is essential training that Investigator Runde needs as he is now our primary investigator after the resignation of Investigator Friis. Trauma informed sexual assault investigation methods have become the standard in response to recent changes and mandates regarding sexual assault investigations. This is an excellent opportunity for him to receive this advanced necessary training at a reduced cost to the department.	
Recommended Action/Motion: Authorize out-of-state travel and training for Investigator Runde to attend Sexual Assault Investigation Training in Rapid City South Dakota on November 20th & 21st.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>lodging, meals, travel</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Police Department Professional Development Funds.	



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: Animal Control Services Contract

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title): Admin. and Police Chief	Estimated Time Needed: 15 minutes
Summary of Issue: For the past four months, the City has contracted for Animal Control services with Lakes Area Wildlife Control (LAWC) of Niswaga. The contract expires on December 31, 2019. Owner Michael O'Brien has proposed a new contract at a substantial increase in fees as outlined below. The accompanying material outlines the City's lawful responsibilities and/or obligations to which we are committed by Charter, Statute or City Code. Animal control services are not state-mandated, but state law requires us to take certain steps in cases of dog bites. 2019 Annual Contracted Expenses: \$16,327. Proposed 2020 Annual Expenses: \$34,015. Attachments: A. City Charter language B. City Code obligations C. Letter from Mr. O'Brien	
Alternatives, Options, Effects on Others/Comments: Given the obligations of the City under Section 900 of the City Code, the Council has several options: 1. Negotiate with LAWC a new multi-year contract to spread the impact of a proposed new rate. 2. Seek a new vendor through RFP process; given the late hour of the current contract, it is highly unlikely that a new vendor will be in place by January 1, 2020. 3. Study the pro's and con's of animal control services; compare with cities of like size to determine appropriate new models. Involvement with HART is essential. Consider a joint services contract between Brainerd and Baxter with a vendor as an option. 4. Discuss the merits to cease provision of animal control services altogether.	
Recommended Action/Motion: Given the short time frame for decision-making, the optimal solution at this time is to negotiate a new two-year contract incrementally staging new contractual rates.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 34,015 Is this budgeted? ☐ Yes ☒ No For 2020, we budgeted a small increase over 2019 <u>Please Explain:</u>	

City Council Meeting of November 18, 2019

Addendum

Animal Control Proposal for 2020

Michael O'Brien, owner of Lakes Area Wildlife Control (LAWC) has proposed a 2020 contract for services which substantially increases the City of Brainerd's costs. He cites the unexpected amount of time involved with calls for services, the odd times of day for many of the calls, and the current contractual rate, he claims, provides less than \$10 per hour for his time and does not account for direct expenses such as fuel and vehicle maintenance. He has served notice that he will continue services until the end of this year but that unless we agree to increases for 2020 he will cease operations. He has likewise notified the City of Baxter of his need for a substantial increase in their contract.

As part of the "big picture" of animal control it is well to recall that HART receives from the City \$1.60 per capita for their expenses to house and medically assist animals. ($13,606 \times \$1.60 = \$21,770$) and in 2019 LAWC will be paid approximately \$15,325 for their services as Animal Control.

Provision of animal control services is ***not*** mandated by the State of Minnesota. Under M.S. 412.221, Subd. 21 city councils ***may provide*** services to regulate and control animals at large, authorize impounding, and other like duties associated with our model of services. The **Brainerd City Charter** ***authorizes*** us to *"...restrict, restrain and regulate the running at large of dogs and to require a license for keeping the same..."* Over the years, Councils have adopted and modified language in the Brainerd City Code, Chapter IX, Public Safety, Section 900-Animals which commits the City to enforce very specific rules and regulations as defined in that chapter. (*relevant language of Chapter IX attached*). Nothing in this City Code delineates the qualifications for, or the process to retain, an Animal Control Officer.

Police Chief McQuiston and Baxter Police Chief Jim Exsted both are generally satisfied with the performance of LAWC thus far in our relationship. Mr. O'Brien has notified Baxter of a like, substantial increase to the fees charged to that city.

Brainerd City Charter
Authority to Control Dogs

A.

SEVENTH. To regulate the movement and speed of railroad locomotives and cars, and to prevent them from obstructing the streets and public walks; to prevent and punish horse racing, immoderate riding or driving in the streets, highways and public grounds, to regulate the speed of and use of automobiles and other vehicles; and to regulate the places of swimming in the waters within the limits of said City.

EIGHTH. To restrain the running at large of animals, also poultry; and to authorize the distraining, impounding and sale of the same, and impose penalties on the owners of such animals or fowls for violation of the ordinances. When a sale of such animals or fowls shall be made, the proceeds thereof, after deducting the expenses of distraining, keeping, advertising and selling, shall be deposited in the office of the Treasurer of said City, for the use and benefit of the owner or owners thereof, if called for by such owner within one (1) year from the day of such sale.

NINTH. To restrict, restrain and regulate the running at large of dogs, and to require a license for keeping the same, and to authorize the destruction of the same, in a summary manner, when running at large contrary to any ordinance in relation thereto.

TENTH. To prevent any person from bringing, depositing or having within said City any putrid carcass or other unwholesome substance, and to require the removal of the same by any person who shall have upon his premises any substance of putrid or unsound beef, pork, fish, hides or skins of any kind, and on default to authorize the removal thereof by some competent officer, at the expense of such person or persons.

ELEVENTH. To make and establish public pounds, pumps, well, cisterns, hydrants, watering places and reservoirs, and to provide for and conduct water into and through the streets, avenues, alleys, and public grounds, and to provide for and control suitable water works for the supply of water to the City and its inhabitants; to erect lamps and create, alter and extend lamp districts, or to provide other means whereby to light the City, and to provide for and control suitable works for lighting the City streets, public grounds and public buildings, and furnishing light to the inhabitants of said City.

TWELFTH. To establish and regulate boards of health.

THIRTEENTH. To prevent all persons riding or driving any animal, or vehicle, on the sidewalks or public grounds or property in said City, or in any way doing any damage to such sidewalk, grounds or property.

CHAPTER IX

PUBLIC SAFETY

Section 900 – Animals

900.01 Definitions. As used in this Section, unless the context otherwise indicates, the following words shall be defined to mean:

Subd. 1. Animal. “Animal” shall mean any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:

- A) Domestic. “Domestic animals” shall mean those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, guinea pigs, ferrets (if vaccinated against rabies), domesticated rabbits, domesticated rats, fish and non-venomous reptiles or amphibians and other similar animals.

(Amended Ord. 1386 – 2011)

- B) Wild or Exotic Non-Domesticated. “Wild or Exotic Non-Domesticated animals” shall mean those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:

- 1) Any member of the large cat family (family felidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.
- 2) Any naturally wild member of the canine family (family canidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.
- 3) Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.
- 4) Any member or relative of the rodent family including any skunk (whether or not descended), raccoon, squirrel, or ferret (unless vaccinated against rabies), but excluding those members otherwise defined as domesticated pets.

- 5) Any venomous, or inherently dangerous member of the reptile or amphibian families as well as crocodiles and alligators.

(Amended Ord. 1386 – 2011)

- 6) Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this Section, including but not limited to bears, deer, monkeys and game fish.

- C) Farm. “Farm animals” shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, roosters, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable.

Subd. 2. Cat. “Cat” shall be intended to mean both the male and female of the felidae species commonly accepted as domesticated household pets.

Subd. 3. Dog. “Dog” shall be intended to mean both the male and female of the canine species, commonly accepted as domesticated household pets, and other domesticated animals of a dog kind.

Subd. 4. Owner. “Owner” shall be intended to mean any person or persons, firm, association or corporation owning, keeping, or harboring an animal.

Subd. 5. At Large. “At Large” shall be intended to mean off the premises of the owner and not under the custody and control of the owner or other person, either by leash, cord, or chain.

Subd. 6. Enforcement Officer. “Enforcement Officer” or “Officer” shall mean the Animal Control Officer and/or members of the Brainerd Police Department for the City of Brainerd who shall enforce the provisions of this Section. The duties of the Enforcement Officer are as follows:

- A) Capture, seize and deliver to any designated pound any animal running at large within the City.
- B) Investigate all reported incidents wherein a dog has bitten a person and confirm that said animal is quarantined as required herein.
- C) Provide a written monthly report to the City as to the activities of the Animal Control Officer.

- D) Such other matters as may be prescribed by the City Administrator, Police Chief or designee.

900.03 Dogs and Cats. Subdivision 1. Running at Large Prohibited. It shall be unlawful for any person, or the parents or the guardians of any such person under 18 years of age, who owns, harbors, or keeps a dog or cat, to allow the dog or cat to run at large. Dogs or cats on a leash and accompanied by a responsible person shall be permitted on streets, sidewalks, trails or on other public land unless the City has posted an area with signs reading "Dogs or Cats Prohibited". A leash used to control an animal under this Section shall not exceed six (6) feet in length.

Subd. 2. License Required.

- A) All dogs over the age of four (4) months kept, harbored, or maintained by their owners in the City, shall be licensed and registered with the City. Dog licenses shall be issued by the City upon payment of the annual license fee on or before the first day of January of each year, or within thirty (30) days of acquiring ownership or possession of any unlicensed dog. The annual license fee shall be set by Chapter X of the Brainerd City Code. The owner shall state, at the time application is made for the license and upon forms provided for such purpose, his or her name and address and the name, breed, color, and sex of each dog owned or kept by him or her. No license shall be granted for a dog which has not been vaccinated against rabies, as provided in this Section. Vaccination shall be performed only by a doctor qualified to practice veterinary medicine in the State in which the dog is vaccinated. A veterinarian who vaccinates a dog to be licensed in the City shall complete a certificate of vaccination. One copy shall be issued to the dog owner for affixing to the license application. An applicant for a license for a neutered dog shall sign an affidavit indicating that the dog has been neutered and shall give the date of the operation.
- B) It shall be the duty of each owner of a dog subject to this Section to pay to the City of Brainerd the license fee as imposed by City Code.
- C) Upon payment of the license fee, the City shall issue to the owner a license certificate and metallic tag for each dog licensed. The tag shall have stamped on it the year for which it is issued and the number corresponding with the number on the certificate. Every owner shall be required to provide each dog with a collar to which the license tag must be affixed, and shall see that the collar and tag are constantly worn. In case a dog tag is lost or destroyed, a duplicate shall be issued by the City upon the presentation of a receipt showing the payment of the license fee for the then current license year and after payment by the applicant of the fee fixed by Chapter X of the Brainerd City Code for issuance of the duplicate license. Dog tags shall not be

transferable from one dog to another and no refunds shall be made on any dog license fee or tag because of death of a dog or the owner's leaving the City before the expiration of the license period. It is unlawful to counterfeit or attempt to counterfeit tags provided for herein, or to take from any dog a tag legally placed upon it by its owner with the intention of placing it upon another dog.

- D) The licensing provisions of this Subdivision shall not apply to dogs whose owners are non-residents temporarily within the City (not more than (30) days), nor to dogs brought into the City for the purpose of participating in any dog show. Further, this provision shall not apply to "seeing eye" dogs properly trained for the purpose of providing service to persons with disabilities to aid them in going from place to place provided that a Certification of Assistance Training from a recognized school or program is submitted with the license application.
- E) The funds received by the City from all dog licenses and metallic tags shall first be used to defray any costs incidental to the enforcement of this Section; including, but not restricted to, the costs of licenses, metallic tags, and impounding and maintenance of the dogs.
- F) Any dogs brought into the City of Brainerd must be properly licensed within thirty (30) days of having been moved into the City.

(Amended Ord. 1453 – 2016)

Subd. 3. Cats. Cats shall be included as controlled by this Section insofar as running-at-large, pickup, impounding, boarding and proof of vaccine is concerned. All other provisions of this Section, except licensing, shall also apply to cats unless otherwise provided.

Subd. 4. Vaccination.

- A) All dogs and cats kept harbored, maintained, or transported within the City shall be properly immunized by a licensed veterinarian for:
 - 1) Rabies - A properly administered vaccine by a licensed veterinarian with a documented expiration date.
- B) A certificate of vaccination must be kept, on which is stated the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, and the veterinarian's signature. Upon demand made by the Enforcement Officer, the owner shall present for examination the required certificate(s) of vaccination for the animal(s). In cases where certificates are not presented, the owner or keeper of the animal(s) shall have seven days in which to present the certificate(s) to the City. Failure to do so shall be deemed a violation of this Section.

- C) Any animal covered by this Subdivision found off the owner's premises and not wearing a valid rabies vaccination tag shall be impounded. Any unvaccinated animal that is so impounded may be reclaimed by its owner by payment of the prescribed pound fees and compliance with the rabies vaccination requirement of this Section, proof of which shall be furnished to the City within seventy-two (72) hours of its release from the pound.

900.05 Wild or Exotic Non-Domesticated Animals. It shall be illegal for any person to own, possess, harbor, or offer for sale, any wild or exotic non-domesticated animal within the City limits. Any owner of such an animal at the time of adoption of this Section shall have thirty days in which to remove the animal from the City after which time the City may impound the animal as provided for in this Section. An exception shall be made to this prohibition for animals specifically trained for and actually providing assistance to the handicapped or disabled, and for those animals brought into the City as part of an operating zoo, veterinarian clinic, scientific research laboratory, education or training event, or a licensed show or exhibition. (See also: Section 902 of the Brainerd City Code.)

(Amended Ord. 1386 – 2011)

900.06 Bees. Subdivision 1. Definitions. The following words and terms shall have the meanings ascribed in this section unless the context of their usage indicates another usage:

- A) "Apiary" means the assembly of one or more colonies of bees at any one location.
- B) "Beekeeper" means a person who owns or has charge of one or more colonies of bees.
- C) "Beekeeping equipment" means anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards, and extractors.
- D) "Colony" means an aggregate of bees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs, and honey.
- E) "Hive" means the receptacle inhabited by a colony that is manufactured for that purpose.
- F) "Honey bee" means all life stages of the common domestic honey bee, *apis melifera* (African subspecies and Africanized hybrids are not allowed).
- G) "Lot" means a contiguous parcel of land under common ownership.

Lakes Area Wildlife Control
PO Box 86
Nisswa, MN 56468
(218) 820-6288

C.

RECEIVED OCT 18 2019

10/15/2019

Chief Corky McQuiston
Brainerd Police Department
225 E River Rd
Brainerd, MN 56401

Chief McQuiston:

Enclosed please find a proposed contract for animal control services for 2020. After serving the city of Brainerd for almost 4 months I am completely dumfounded as to how anyone could perform this service for the fee rate of the last contract. With no exaggeration I am losing money at this rate.

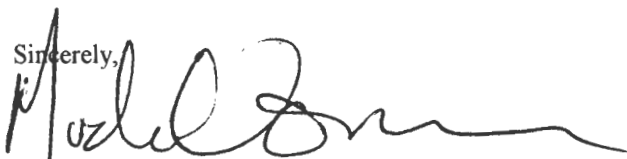
The time involved with each call, the sheer number of calls, the odd times of day they come in, and the number of callbacks from each individual call simply take up a ton of time. I am averaging over 35 hours per week just serving the city of Brainerd, which with our current contract works out to less than \$10 per hour- and that doesn't take into account my direct expenses such as fuel and vehicle maintenance.

I will continue to honor our current contract until it expires on 12/31/2019, but I am unable to renew it without a substantial increase. I'm sending this to you early so you will have time to find a replacement if the city is unable or unwilling to meet this contract proposal.

I feel like I have a good grasp on what it takes to serve the city and its citizens in an effective capacity as animal control officer, and if I'm going to continue to invest the time and resources into new equipment and training necessary to be successful at this we are going to have to agree to a contract where I am not losing money.

I truly enjoy the challenges I'm faced with as animal control officer and feel like I can do a good job for the city, and I'm hoping we can agree to a new contract for 2020.

Sincerely,



Michael O'Brien
Lakes Area Wildlife Control

Animal Control Enforcement Proposal for the City of Brainerd, MN

This is a contract, made and entered into by Lakes Area Wildlife Control (LAWC) and the City of Brainerd (CITY). LAWC will provide animal control services as described below.

For services rendered the city agrees to pay LAWC a fee of \$2,834.58 per month. This amount is derived from a fee of \$2.50 per resident per year evenly divided by 12 months. At the time of this contract the Brainerd population is 13,606

What is covered under this contract:

Animals running at large-

LAWC will pick up or attempt to pick up animals said to be running at large inside the city limits in violation of the city ordinance. If located and captured LAWC will deliver to the owner (if can be determined) or the designated impound facility. ***The city will be responsible for any fees associated with the impoundment outside of pickup and delivery.***

Citations-

LAWC will issue citations or warnings for violations of the city animal ordinances and or MN state statutes. When citations are issued notification will also be made to the police department, so an incident report can be generated.

Investigation of animal bites-

LAWC will investigate domestic animal bites and produce the necessary reports (including pictures) if any, to be delivered to the city police department. If required animal will also be delivered to impound facility for quarantine. If quarantined at owner's residence periodic checks as required would be done. Notification will be made to the police department, so an incident report can be generated.

Barking dog complaints-

LAWC will investigate complaints and produce a report covering the investigation.

Cruelty/neglect complaints-

LAWC will investigate and produce reports as necessary for cruelty and or animal neglect complaints. Notification will be made to the police department, so an incident report can be generated.

Court appearances/city council meetings-

If required LAWC will attend any court appearances and or city council meetings.

Transportation vehicle-

LAWC will provide a satisfactory vehicle to transport any and all animals. LAWC agrees to maintain satisfactory insurance coverage, a copy of which will be provided to the city.

Liability insurance-

LAWC agrees to maintain liability and vehicle insurance coverage for services rendered at a level that is agreed upon by the city. A copy of which will be provided to the city for review.

Independent Contractor Relationship-

It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

Indemnification-

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Wild animals-

LAWC will make residents aware that these types of calls are not covered by the city animal ordinance and they would be responsible for any fees associated. LAWC handles all wild animal/pest calls and anyone hiring LAWC for these services would be made aware that it would be a contract with the home owner and LAWC, and would have nothing to do with the city.

Availability-

LAWC will respond to all calls as soon as possible after received. This response will occur all day, every day, of the year. It is agreed that there is no requirement for "active patrol" duties. While we can't respond to every call immediately due to working a large area we will make every attempt to respond in a timely fashion.

Monthly reports-

LAWC will generate a report covering the calls received each month, to be turned in to the city council or designee in a timely fashion. These reports will document the time/date of call, response generated, nature of the call and outcome.

It is understood that LAWC will be contracting with the city, and not an employee of the city.

This contract shall be considered valid at the time both parties sign below, and will be in effect till midnight December, 31st 2020.

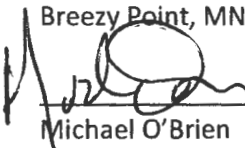
This contract can be terminated by either party upon 90 days written notice.

Lakes Area Wildlife Control

Michael O'Brien (owner)

9183 1st Ave

Breezy Point, MN 56472

 8-15-19

Michael O'Brien Date

City of Brainerd

City Administrator

Mayor Date

City Administrator Date



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: River to Rail Downtown Projects

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: David Chanski, CDD	Department: Community Development
Presenter (Name & Title): Bruce Buxton	Estimated Time Needed: 5 minutes
Summary of Issue: On July 1, 2019, the City Council ratified the River to Rail Economic Incentives Policy. As part of this policy all permit fees (excluding state surcharge) and SAC/WAC fees are automatically waived for projects within the River to Rail Corridor with a project valuation under \$150,000. Bruce Buxton has requested to address the Personnel & Finance Committee regarding two projects within the River to Rail Corridor, one who's permit was issued the day the policy went into effect and one that was charged the full permit fee including an investigation fee (equal to the full cost of the original permit) for failing to acquire a permit prior to construction/installation.	
Alternatives, Options, Effects on Others/Comments: Just hours before the Council Meeting on July 1, the building permit for Knotty Pine Bakery, 707 Laurel St, was issued. The permit fee (excluding state surcharge) was \$1,966.39. The Knotty Pine Bakery was the grand prize winner of the 2018 Destination Downtown. If said permit had been picked up only 24 hours later, the permit fee would have only been the state surcharge fee of \$60.00 In an effort to continue beautifying and bringing new life to Downtown Brainerd, the windows of Bob and Fran's were uncovered and replaced as well as a new awning installed to the face of the building. However, these projects were conducted prior to the proper permits being issued. As a result, the property owner, Mr. David Pueringer, was charged the full permit fees as well as an investigation fee for failing to acquire the proper permits prior to construction/installation. Excluding the state surcharge, these charges came to a total of \$830.75. If the proper permits had been acquired prior to construction/installation, the permit fees would have been only the state surcharge fee of \$9.25.	
Recommended Action/Motion: 1) Refund the permit fees of \$1,966.39 for Knotty Pine Bakery. 2) Refund the permit fees of \$830.75 for Bob and Fran's. 3) Do nothing.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>2,797.14</u> <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

1054 Green Gables Road
East Gull Lake, MN 56401
November 6, 2019

Mr. James Thoreen, City Administrator
City of Brainerd
City Hall
Brainerd, MN 56401

Re: River to Rail
Knotty Pine Bakery

Dear Mr. Thoreen,

I'm writing to confirm, and add to, my conversation with you about Marie and Knotty Pine Bakery and my suggestion that she have her permit fees returned as part of the River to Rail initiative policy.

The policy was officially approved on July 1, 2019, and as I understand it, her building permit request was dated the same day. It would seem logical to me that this Destination Downtown winner, an entrepreneur attempting to start a new small business in the heart of the River to Rail area, is exactly who the policy was intended to help. Yet for the sake of a few hours, not days, someone has decided to charge her the fees.

This is an error in judgment that should be corrected immediately or it is a very strong indicator that the City Council does not really support the efforts of the River to Rail initiative, the Brainerd Lakes Area Chamber of Commerce, the Brainerd HRA, and all the investors trying to re-energize, re-invigorate, revitalize, and grow the downtown area. Have we all been wasting our time?

I do not know the amount of the permit fees in question, but if I were in the position of reviewing this at the time of the original permit and policy approval, I would have changed the date on the permit, had the applicant withdraw the permit and resubmit it the very next day, or simply made the judgment the applicant should benefit from the policy as intended. In any case, there would have been no permit fees assessed to this applicant. That is the vision, critical thinking, and judgment every council should desire for their staff.

The outcomes of such judgment are far superior by having the applicant have more funds to invest in the enterprise and the Council and staff get lauded for a job well done and a vision for the future. The outcome we now have is city staff that does not look beyond the black and white lines of the rules and the Council who does not really support the spirit of the policy they adopted the very same day. Is this the image you really want to create for the City? I hope not and, on that basis, I respectfully request that reconsider the permit fees charged to Marie and the Knotty Pine Bakery and refund them in the spirit of the policy.

Respectfully submitted,

Bruce R. Buxton
BLAEDC Exec
River to Rail Coordinator

cc: Mr. David Chanski, Community Development Director

David Pueringer
616 ½ Front ST. #11
Brainerd, Minn. 56401

Oct 31, 2019

RECEIVED

OCT 30 2019

**CITY OF BRAINERD
ADMINISTRATION**

City Council
501 Laurel St. City Hall
Brainerd, Minnesota 56401

Request to waive the penalties for not getting proper permits for the Bob and Fran's Factory Direct store due to misunderstanding.

This property is part of the River to Rail Corridor which was granted a "no fee" for building permit status to encourage redevelopment downtown in July.

We were mistakenly under the belief that we did not have to get a building permit to change windows or hang awnings as there were no charges to properties in this corridor. Also, there were no structural changes in this property as the windows were inserts, and the awning is just a sign, and there were to be no charges under this program.

What we had read in the paper was there were no charges to encourage development.

I came in to get a permit for a building that we wished to do structural changes in "The Brainerd Lofts" which I understood was also to be free. I also told the inspectors that they should come and see the work we currently were doing on the Factory Direct building. To my surprise they informed me that I had to pay double fee penalty for not getting a permit for this work of about \$850.00. **Sometimes I feel like I should just give up on this town.**

I came in to tell them about this property work going on expecting to pay no fees.

I came in to get a plan review for another property and a permit for structural changes which was to have no fees.

I got all the permits for the Brainerd Lofts remodel and paid wac and sac fees as needed before this no fee program started.

Basically, I misunderstood what was needed, and made a mistake based on my understanding of what the newspaper said.

It was totally my mistake and I take responsibility for this error.

However, I point out that I thought I was following the rules and was not hiding anything, in fact proudly inviting inspection of a project we were working on.

I feel I have done a lot to improve the Downtown Brainerd image.

I therefore ask for leniency and forgiveness on this error.

Thank you for consideration in this matter.

Respectfully,

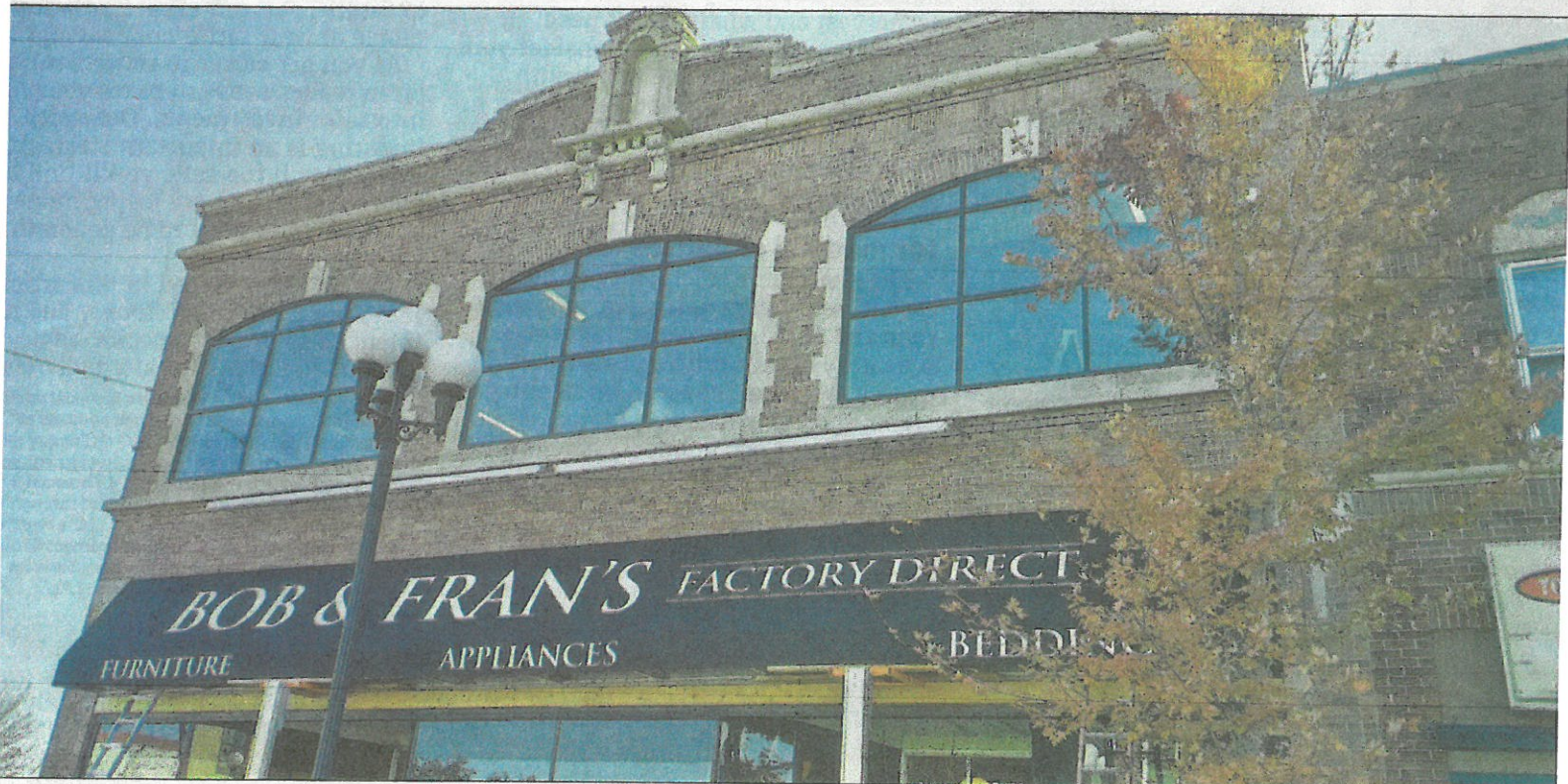
David Pueringer

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Renee Richardson • Business Editor • 218.855.5852 • renee.richardson@brainerddispatch.com

BIZ BUZZ



Submitted photo

A new awning was recently added to Bob and Fran's Factory Direct store in downtown Brainerd with windows restored on the second floor

BOB AND FRAN'S GETS NEW LOOK DOWNTOWN

A mainstay of downtown Brainerd recently received a storefront makeover, significantly changing the building's appearance and bringing back second story windows that once graced the front of the brick building.

Bob and Fran's Factory Direct appliance and furniture store, on the corner of Laurel and South Eighth streets, was the beneficiary of work on the exterior brick, the addition of a new awning identifying the store – and a return of the graceful second floor windows



RENEE
RICHARDSON

Building owner Dave Pueringer of Pueringer Properties said they've been getting a lot of compliments on the work, which included sandblasting the brick, repairing the sandstone and tuckpointing.

Pueringer said they were trying to restore the front of the building to the way it

second floor and once they took off the wood cladding the windows, they realized the previous windows were still there underneath. Those windows went to another vintage building.

So it is likely the windows on the building's South Eighth Street side are also intact beneath the wood covers. Pueringer said he plans to leave the side of the building the way it is. He said there is a concern about heating if all the windows would be restored. Pueringer said he was assisted in the project by grant dollars and

Pueringer, who owns other downtown properties, also renovated the former Downtown Mall into the Brainerd Lofts.

"I'm excited about what is going on downtown," Pueringer said, noting the recent soft opening of the Knotty Pine Bakery on Laurel Street. "I think we are going to see major changes here in the next year as more and more people are coming down."

Bob and Fran's is owned by Bob and Fran Schulers' two daughters and their husband Dennise and Vince Kline and Julie and Ted Franz.



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: 2019 Audit Engagement Letter

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is the engagement letter from CliftonLarsonAllen (CLA) for 2019 audit services. The fee for 2019 audit services is listed on page 11 of the engagement letter as a total of \$46,020 which is the same amount as the 2018 audit.	
Alternatives, Options, Effects on Others/Comments: 2015 Total Audit Fee \$44,000 2016 Total Audit Fee \$44,850 2017 Total Audit Fee \$45,570 2018 Total Audit Fee \$46,020 2019 Proposed Audit Fee \$46,020 The Airport pays approximately \$5,000 of the audit fee, based on revenues.	
Recommended Action/Motion: The recommended action would be to approve the engagement letter as submitted and to authorize signatures of engagement letter and HIPAA Business Associate Agreement.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ 46,020 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i>	

October 17, 2019

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

Dear Honorable Mayor, City Council, and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Brainerd ("you," "your," or "the entity") for the year ended December 31, 2019.

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

Audit services

We will audit the financial statements of the governmental activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Brainerd, as of and for the year ended December 31, 2019, and the related notes to the financial statements.

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

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

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

1. Schedule of expenditures of federal awards
2. Combining and individual nonmajor fund financial statements and schedules.
3. Component unit financial statements proportionate share of the net pension liability.

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

1. Introductory section.
2. Statistical information.

Nonaudit services

We will also provide the following nonaudit services:

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

Audit objectives

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

The objectives of our audit also include:

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an

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

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

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

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

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

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

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

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

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

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

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement"

for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

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

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

Management responsibilities

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

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

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

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

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

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

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

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

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

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

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

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

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

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements,

schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

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

Use of financial statements

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

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

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

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

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

Engagement administration and other matters

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

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if

appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

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

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

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

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

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

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

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any

fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

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

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

Mediation

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

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

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

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

Time limitation

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

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

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the December 31, 2019 engagement should approximate \$46,020 (\$43,719 for the audit and \$2,301 for the technology fee) for the audit, entering the information in the Data Collection Form SF-SAC and for creating the single audit reporting package. These fees include auditing one major programs for single audit purposes. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will provide detailed billing information and explanations for the additional charges. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

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

Other fees

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

Finance charges and collection expenses

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

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), City of Brainerd and CLA shall enter into a HIPAA Business Associate Agreement (BAA) in the form attached hereto. If the attached HIPAA Business Associate Agreement is acceptable, please sign, date, and return it to us.

Consent

Consent to use financial information

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

Subcontractors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



Mary L. Reedy, CPA, CGFM
Principal
320-203-5534
mary.reedy@CLAconnect.com

Response:

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

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made by and between City of Brainerd (hereinafter referred to as “Client”) and CliftonLarsonAllen LLP (hereinafter referred to as “CLA”). This Agreement is effective as of the date signed by Client.

RECITALS

WHEREAS, Client is a “covered entity” within the meaning of 45 CFR § 160.103;

WHEREAS, CLA provides accounting, consulting, or other services to Client and, in connection therewith, Client wishes to disclose “protected health information” within the meaning of 45 CFR § 160.103 to CLA and CLA wishes to receive protected health information and, on behalf of Client, create, maintain, or transmit protected health information (collectively, “Client’s PHI”);

WHEREAS, CLA is a “business associate” within the meaning of 45 CFR § 160.103;

WHEREAS, Client and CLA intend to protect the privacy and provide for the security of Client’s PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance thereunder (“HIPAA Rules”);

WHEREAS, the HIPAA Rules require that Client receive adequate assurances that CLA will comply with certain obligations with respect to Client’s PHI and, accordingly, the parties hereto desire to enter into this Agreement for the purpose of setting forth in writing the terms and conditions for the use, disclosure, and safeguarding of Client’s PHI, including provisions required by the HIPAA Rules as the same may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

1. Obligations and Activities of CLA.

a. Permitted and Required Uses and Disclosures. CLA shall not use or disclose Client’s PHI except as permitted or required by this Agreement or as required by law. Specifically, CLA agrees as follows:

i. CLA may only use or disclose Client’s PHI as necessary to perform the services set forth in the service agreement, if any, between Client and CLA, to perform functions, activities, or services for, or on behalf of, Client as requested by Client from time to time, or as required by law.

ii. CLA shall use or disclose only the “Minimum Necessary” amount of information, as such term is defined in the HIPAA Rules, required to conduct

the authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR § 164.514(e)(2) as required by the HIPAA Rules.

iii. CLA may not use or disclose Client's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client, except that CLA may use or disclose Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA, provided the use or disclosures are required by law or CLA obtains reasonable assurances from the person to whom the information is disclosed that Client's PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies CLA of any instances of which it is aware in which the confidentiality of Client's PHI has been breached.

iv. CLA may use Client's PHI to provide "data aggregation services" relating to the health care operations of Client within the meaning of 45 CFR § 164.501.

v. CLA shall not disclose Client's PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA.

vi. Except as permitted by the HIPAA Rules, CLA shall not directly or indirectly receive remuneration in exchange for any of Client's PHI unless authorized in writing by Client.

b. Safeguards. CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Client's PHI other than as provided in this Agreement.

i. Administrative Safeguards. CLA shall implement all required administrative safeguards pursuant to 45 CFR § 164.308 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR § 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

ii. Physical Safeguards. CLA shall implement all required physical safeguards pursuant to 45 CFR § 164.310 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 CFR § 164.310 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

iii. Technical Safeguards. CLA shall implement all required technical safeguards pursuant to 45 CFR § 164.312 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all

technical safeguards of 45 CFR § 164.312 that are designated as “addressable” as such are made applicable to business associates pursuant to the HIPAA Rules.

c. Reporting of Disclosures. CLA shall report to Client any use or disclosure of Client’s PHI not provided for by this Agreement of which CLA becomes aware, including any acquisition, access, use or disclosure (i.e., “breach”) of “unsecured protected health information,” within the meaning of 45 CFR § 164.403, and any security incident of which CLA becomes aware. CLA shall make such report to Client without unreasonable delay and in no case later than sixty (60) calendar days following discovery of the breach. CLA’s notice to Client shall include all information needed by Client to provide notice to affected individuals and otherwise satisfy the requirements of 45 CFR § 164.410.

d. CLA’s Subcontractors. CLA may disclose Client’s PHI to one or more subcontractors and may allow its subcontractors to create, receive, maintain, or transmit Client’s PHI on behalf of CLA. CLA shall obtain satisfactory assurances from any such subcontractor that it will appropriately safeguard Client’s PHI in accordance with 45 CFR § 164.314(a) and shall ensure that the subcontractor agrees in writing to the same or more stringent restrictions, conditions, and requirements that apply to CLA with respect to Client’s PHI. Upon CLA contracting with a subcontractor regarding Client’s PHI, CLA shall provide Client written notice of such executed agreement and copy of agreement.

e. Satisfying Requests for Access. CLA shall make available to Client Client’s PHI in a “designated record set,” within the meaning of 45 CFR § 164.501, as Client may require to satisfy its obligations to respond to a request for access pursuant to 45 CFR § 164.524. If CLA receives a request for access directly from an individual or an individual’s designee, CLA shall forward such request within five (5) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make available to the individual or the individual’s designee Client’s PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.524. CLA shall provide such access within thirty (30) calendar days of receiving a request for access and shall confirm to Client in writing that such request has been fulfilled.

f. Satisfying Requests for Amendment. CLA shall make any amendments to Client’s PHI in a designated record set, as Client may require to satisfy its obligations to respond to a request for amendment pursuant to 45 CFR § 164.526. If CLA receives a request for amendment directly from an individual or an individual’s designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make an amendment to Client’s PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.526. CLA shall make such amendment within sixty (60) calendar days of receiving a request for amendment and shall confirm to Client in writing that such request has been fulfilled.

g. Internal Practices. CLA shall make its internal practices, books and records relating to the use and disclosure of Client’s PHI available to the Secretary of the

United States Department of Health and Human Services or his or her designee for purposes of determining compliance with the HIPAA Rules.

h. Accounting. CLA shall document disclosures of Client's PHI and information related to such disclosures and otherwise maintain and make available the information required to provide an accounting of disclosures to the Client as necessary to permit the Client to respond to a request for an accounting pursuant to 45 CFR § 164.528. If CLA receives a request for an accounting directly from an individual or an individual's designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall provide an accounting as necessary to satisfy the requirements of 45 CFR § 164.528. CLA shall satisfy such request within sixty (60) calendar days of receiving a request for an accounting and shall confirm to Client in writing that such request has been fulfilled.

i. Policies and Procedures; Documentation. CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Section 1.b. and shall document, retain, and update such policies and procedures as required by 45 CFR § 164.316.

j. Compliance as if Covered Entity. To the extent CLA is to carry out one or more of the obligations imposed on the Client as a "covered entity" under Subpart E of 45 CFR Part 164, CLA shall comply with the requirements of said Subpart E that apply to the Client in the performance of such obligations.

2. Client Obligations. Client shall provide notice to CLA of any of the following:

a. Any limitations in the notice of privacy practices of Client under 45 CFR § 164.520, as well as any changes to such limitations, to the extent that such limitation may affect CLA's use or disclosure of Client's PHI.

b. Any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect CLA's use or disclosure of Client's PHI.

c. Any restriction on the use or disclosure of protected health information that Client has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect CLA's use or disclosure of Client's PHI.

Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Rules if done by Client, except that Client may request CLA to provide to Client "data aggregation services" relating to the health care operations of the Client within the meaning of 45 CFR § 164.501, as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3. Termination of Agreement.

a. This Agreement shall terminate on the date either party terminates the Agreement "for cause," as described in Section 3.b., the date CLA terminates as

described in Section 3c., or pursuant to Section 5 upon either party's failure to negotiate or enter into an amendment to this Agreement.

b. Termination for Cause. A breach of any provision of this Agreement by either party, as determined by the non-breaching party, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement for cause if the breaching party is unable to cure such breach to the other party's satisfaction within ten (10) days following written notice of such breach. The breaching party shall cooperate with the other party as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI or any damages or potential damages and liability under the HIPAA Rules caused by any violation of this Agreement or other unauthorized use of Client's PHI.

c. Termination by CLA. Upon thirty (30) days' advance written notice, CLA shall have the right to terminate this Agreement if Client imposes additional restrictions or requirements regarding the use, disclosure, or maintenance of Client's PHI that CLA reasonably determines will materially affect CLA's ability to perform its responsibilities under this Agreement or will materially increase CLA's costs to perform its responsibilities under this Agreement.

4. Treatment of Client's PHI after Termination. Upon termination of this Agreement for any reason, CLA, with respect to Client's PHI, shall:

a. Retain only that portion of Client's PHI which is necessary for CLA to continue its proper management and administration or to carry out its legal responsibilities;

b. Return to Client or, if agreed to by Client, destroy remaining Client's PHI that CLA still maintains in any form and retain no copies of such Client's PHI;

c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of Client's PHI, other than as provided for in this Section, for as long as CLA retains any Client's PHI;

d. Not use or disclose Client's PHI retained by CLA other than for the purposes for which Client's PHI was retained and subject to the same conditions, as set forth in Section 2, which applied prior to termination;

e. Return to Client or, if agreed to by Client, destroy remaining Client's PHI retained by CLA when it is no longer needed by CLA for its proper management and administration or to carry out its legal responsibilities and retain no copies of such Client's PHI;

f. Obtain or ensure the destruction of any Client's PHI created, received, or maintained by any of CLA's subcontractors; and

g. Within thirty (30) calendar days after termination or expiration of this Agreement, certify in a written statement signed by a senior officer of CLA, that all Client's PHI has been returned or disposed of as required above.

If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to Client's PHI and, without limitation to the foregoing, the obligations of CLA under this Agreement shall survive the termination of this Agreement with respect to any Client's PHI retained by CLA. CLA shall limit further use and disclosure of Client's PHI to those purposes that make the return or destruction of Client's PHI infeasible.

5. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Rules or other applicable law upon the written request of either party. Either party may terminate this Agreement upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement upon the request of the party giving notice or (ii) the other party fails to execute an amendment to this Agreement upon the request of the party giving notice.

6. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, CLA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7. Indemnification. Client shall indemnify, hold harmless, and defend (with counsel of CLA's choosing) CLA, its subsidiaries, affiliates, partners, and employees from and against all claims, suits, administrative proceedings, demands, losses, damages, or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of Client's PHI, breach of this Agreement, or violation of the HIPAA Rules or any other law or regulation.

8. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.

9. Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client, to:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

If to CLA, to:

CliftonLarsonAllen LLP
14725 Golf Course Drive, Suite 300
Baxter, MN 56425
Attention: Mary L. Reedy, Principal

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 9.

10. Survival. The obligations contained in this Agreement which by their nature or context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect. Without limiting the generality of the foregoing, Sections 2, 4, and 7 shall survive the termination of this Agreement.

11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are superseded by this Agreement.

13. Non-Waiver. No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

14. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota without regard to such state's conflict of laws provisions.

IN WITNESS WHEREOF, the parties have signed this Agreement.

City of Brainerd

CliftonLarsonAllen LLP

By: _____

By:  _____

Print Name: _____

Print Name: Mary Reedy _____

Title: _____

Title: Principal _____

Date: _____

Date: 10/17/19 _____



Brainerd City Council Agenda Request

Requested Meeting Date: November 18, 2019

Title of Item: 2020 Budget Discussion for Non-Working Funds

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 20 Minutes
Summary of Issue: Please see the attached memo.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Discussion of the 2020 budgets for the non-working funds that will be adopted by Council as part of the 2020 budget.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



TO: Mayor and Council

FROM: Finance Director Connie Hillman

DATE: November 14, 2019

RE: 2020 Budget Discussion for Non-Working Funds

A City is required by statute to adopt a budget for its General Fund. Since the City's Charter states that we shall have a separate Public Safety, Parks and Streets fund, we consider all 4 of the funds to be our Working Funds since they are all supported by tax revenue.

In addition to the aforementioned funds, the City has historically adopted budgets for the funds that will be discussed below.

Capital Fund

The Capital Fund accounts for capital equipment and facilities for the General Operating funds. We discuss the capital and facility needs as part of the working fund budget and overall levy discussion. The Capital Fund budget will be discussed at the November 25, 2019 workshop.

Transit Fund

The Transit Fund accounts for government grant revenues which are restricted for the expenditures of the City's dial-a-ride transportation system operation. The proposed budget is attached.

Library Fund

The Library Fund accounts for the tax levy revenue requested by the Library from the City and to track the City's cost of maintaining the building.

When the preliminary levy was adopted, we assumed the levy for the Library would remain the same for 2020 as it was in 2019. A new librarian was hired in 2019 and the board did not make a motion for the 2020 library levy prior to the City's adoption of the preliminary levy. At the September 25, 2019 Library Board Meeting, there was a motion to request the city council to increase the library levy by 2.5% for 2020.

The 2.5% increase requested equates to \$3,759. A budget is currently not attached as the library board has not completed a line item budget since the amount of the 2020 levy is

unknown at this time. Staff is looking for direction from Council to show the requested increase in the budget workshop set for November 25, 2019. The library levy is part of the "Other Levies" talked about during the overall levy discussion.

Recycling Fund

The Recycling Fund accounts for revenue from Crow Wing County's SCORE funds that are restricted for the City's recycling program. The proposed budget is attached.

We received a letter from Crow Wing County that there will not be any SCORE payments for 2020. Letters have been sent to the haulers. The City does have to pay for recycling the used oil and provides a dumpster for people to dispose of their containers. The freewill offering budgeted does not cover the projected expenses. We will need to have a discussion if the City is willing to supplement the used oil facility in the years to come or if additional funds are available.

Parking Lot Fund

The City Parking Lots Fund accounts for all charges for services from parking lot rentals which are committed to maintaining the City parking lots. The 2020 proposed budget was discussed at the November 4, 2019 council meeting and is attached again for your reference.

Permanent Improvement Fund

The Permanent Improvement Fund was established by authority of the City Charter to account for the property tax levy which is committed for paying the portion of the cost for improving streets and alleys assessed upon the City. The proposed budget is attached.

\$368,564 does not cover the City's share of the improvements and the maintenance costs (i.e. street striping, patching and crack filling). This is historically why the City has had to bond for improvement projects. The funds are transferred out of the Permanent Improvement Fund to the Construction Fund (401). The levy amount is equal to "2 Mill Rates" and is part of the "Other Levies" talked about during the overall levy discussion.

Mayor's Contingency Fund

The Mayor's Contingency Fund was established by authority of the City Charter to account for local government aid which is committed for the use of the Mayor in paying expenditures incurred by the Mayor in promoting the best interest of the City. The proposed budget is attached. Any money not spent at the end of the year reverts back to the General Fund.

Hydrant Rental & Electric Current

The Hydrant Rental and Electric Current Fund was established by authority of the City Charter to account for the property tax levy; which is committed to provide payment for rent for water drawn from hydrants for the needs and use of the City and for rates for the lighting of the streets and electric power for City use to Brainerd Public Utilities. The proposed budget is attached.

The funds are transferred out of the Hydrant Rental & Electric Current Fund to the General Fund (101). The levy amount is equal to the value of a "Mill Rate" and is part of the "Other Levies" talked about during the overall levy discussion.

Economic Development Authority Fund (EDA)

The Economic Development Authority Fund, a special revenue fund, was established by the bylaws of the Economic Development Authority and accounts for property tax levy revenues which are committed for the activities of the Economic Development Authority. The proposed budget is attached.

The EDA Board will finalize the proposed budget at their 12/5/19 meeting. For 2020, instead of allocating 20% of the City Administrator's salary and 5% of the Administrative Specialist's salary as it has done in the past, the EDA Board would like to enter into an agreement with the City of Brainerd for staff services. The proposed amount for 2020 is \$32,500 and was included in the preliminary general fund budget. The proposed agreement is being reviewed by the City Attorney.

The proposed EDA levy is the maximum allowed by state statute and is part of the "Other Levies" talked about during the overall levy discussion.

Sanitary Sewer Fund

The Sanitary Sewer Collection Fund is a proprietary fund. A proprietary fund is a business-like fund of a local government and uses the full accrual method of accounting. The Sanitary Sewer Collection Fund provides for the operation and maintenance of the wastewater collections. The fund charges user fees to those served by the system. The proposed budget is attached.

The budget does include an amount for a rate study to be conducted in 2020. The Council has made significant changes to the rate structure in the past several years. Although we are budgeted to have a positive change in net position, we still need to look at the cash flow of the sanitary sewer fund as Staff calculates we are operating at a deficit.

Storm Sewer Fund

The Storm Sewer Fund is a proprietary fund. A proprietary fund is a business-like fund of a local government and uses the full accrual method of accounting. The Storm Sewer Fund provides for the maintenance of the City's storm sewer system. The fund charges user fees to those served by the system. The proposed budget is attached.

The budget does include an amount for a rate study to be conducted in 2020, along with the Sanitary Sewer Fund. The current 2020 budget is showing expenses exceeding revenues for the year. \$90,000 is included in the professional services to complete the stormwater and hydraulic retrofit programs previously authorized by Council. Staff feels that the fund will be able to cash flow both programs.

If you have any questions before the meeting, please contact me.

2020 Budget

Transit Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	-	-	-
Grants & Aids	990,796	1,026,120	1,101,473
Intergovernmental	22,021	15,000	17,000
Charges for Services	150,167	171,080	179,377
Other Revenue	2,699	12,138	3,000
Total Revenues	<u>1,165,683</u>	<u>1,224,338</u>	<u>1,300,850</u>
Expenditures			
Personnel Services	90,101	101,930	194,863
Supplies	100,946	126,997	113,989
Services	852,098	910,411	906,998
Capital	82,005	85,000	85,000
Total Expenditures	<u>1,125,150</u>	<u>1,224,338</u>	<u>1,300,850</u>
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	2,104	-	-
Total Other Sources (Uses)	<u>2,104</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>42,637</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	120,668	163,305	163,305
Fund Balance - Dec 31st	163,305	163,305	163,305

2020 Budget

Recycling Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	-	-	-
Intergovernmental	44,150	16,000	-
Used Oil Revenue	542	600	600
Other Revenue	149	-	-
Total Revenues	<u>44,841</u>	<u>16,600</u>	<u>600</u>
Expenditures			
Services	46,383	16,000	-
Used Oil Expenditures	901	1,000	1,000
Other	688	700	700
Total Expenditures	<u>47,972</u>	<u>17,700</u>	<u>1,700</u>
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>(3,131)</u>	<u>(1,100)</u>	<u>(1,100)</u>
Fund Balance - Jan 1st	3,236	105	(995)
Fund Balance - Dec 31st	105	(995)	(2,095)

2020 Budget

City Parking Lots Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	-	-	-
Charges for Services	25,602	25,000	44,000
Other Revenue	117	-	-
Total Revenues	<u>25,719</u>	<u>25,000</u>	<u>44,000</u>
Expenditures			
Personnel Services	-	4,055	4,055
Supplies	1	100	100
Services	14,558	16,889	17,292
Capital Planning	-	-	-
Total Expenditures	<u>14,559</u>	<u>21,044</u>	<u>21,447</u>
Other Sources (Uses)			
Transfer In (Out)	(24,634)	(10,000)	(22,000)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(24,634)</u>	<u>(10,000)</u>	<u>(22,000)</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>(13,474)</u>	<u>(6,044)</u>	<u>553</u>
Fund Balance - Jan 1st	13,953	479	(5,565)
Fund Balance - Dec 31st	479	(5,565)	(5,012)

2020 Budget

Permanent Improvement Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	333,632	350,706	368,564
Other Taxes	4,759	-	-
Total Revenues	<u>338,390</u>	<u>350,706</u>	<u>368,564</u>
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	-	-	-
Capital	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Other Sources (Uses)			
Transfer In (Out)	(339,296)	(350,706)	(368,564)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(339,296)</u>	<u>(350,706)</u>	<u>(368,564)</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>(906)</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	6,056	5,150	5,150
Fund Balance - Dec 31st	5,150	5,150	5,150

2020 Budget

Mayor's Contingency Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	-	-	-
Other Taxes	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Personnel Services	-	-	-
Supplies	244	2,500	2,500
Services	-	-	-
Capital	-	-	-
Total Expenditures	<u>244</u>	<u>2,500</u>	<u>2,500</u>
Other Sources (Uses)			
Transfer In (Out)	2,500	2,500	2,500
Other Sources (Uses)	(2,256)	-	-
Total Other Sources (Uses)	<u>244</u>	<u>2,500</u>	<u>2,500</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	-	-	-
Fund Balance - Dec 31st	-	-	-

2020 Budget

Hydrant Rental & Electric Current Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	167,937	175,353	184,282
Other Taxes	2,379	-	-
Brainerd Public Utilities Sale Allocation	691,284	733,030	762,300
Total Revenues	<u>861,601</u>	<u>908,383</u>	<u>946,582</u>
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	-	-	-
Capital	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Other Sources (Uses)			
Transfer In (Out)	(862,054)	(908,383)	(946,582)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(862,054)</u>	<u>(908,383)</u>	<u>(946,582)</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>(453)</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	3,028	2,575	2,575
Fund Balance - Dec 31st	2,575	2,575	2,575

2019 Budget (Continued)

Economic Development Authority Fund (EDA)

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Revenues			
Property Taxes	120,504	124,351	127,817
Other Taxes	1,705	-	-
Interest	247	100	250
Other Revenues	-	-	-
Total Revenues	<u>122,456</u>	<u>124,451</u>	<u>128,067</u>
Expenditures			
Personnel Services	32,305	37,305	-
Supplies	-	-	-
Services	83,130	84,475	126,950
Total Expenditures	<u>115,435</u>	<u>121,780</u>	<u>126,950</u>
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>7,021</u>	<u>2,671</u>	<u>1,117</u>
Fund Balance - Jan 1st	26,966	33,987	36,658
Fund Balance - Dec 31st	33,987	36,658	37,775

2020 Budget

Sanitary Sewer Collection Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Operating Revenues			
Charges for Services	655,505	600,000	700,000
Total Revenues	655,505	600,000	700,000
Operating Expenditures			
Salaries and Benefits	100,607	195,074	164,241
Professional Services	24,109	-	5,500
Repairs and Maintenance	37,089	25,500	46,000
Insurance	4,224	5,614	5,276
Lease Payments	-	5,242	-
Depreciation	401,248	400,000	405,000
Materials and Supplies	8,787	9,800	6,800
Miscellaneous	1,607	2,000	2,000
Total Operating Expenses	577,671	643,230	634,817
Operating Income (Loss)	77,834	(43,230)	65,183
Nonoperating Revenues (Expenses)			
Intergovernmental	198,338	259,000	226,000
Gain (Loss) on Disposal of Asset	50,800	1,500	1,000
Interest Income	-	-	-
Interest Expense and Fiscal Charges	(121,900)	(150,994)	(134,545)
Contributed Capital	(36,888)	-	-
Total Nonoperating Revenue (Exp.)	90,350	109,506	92,455
Change in Net Position Before Transfers	168,183	66,276	157,638
Transfers In (Out)	50,471	-	-
Change in Net Position	218,654	66,276	157,638
Net Position- Beginning of Year, Restated	7,251,885	7,470,539	7,536,815
Net Position - End of Year	7,470,539	7,536,815	7,694,453

2020 Budget

Storm Sewer Fund

	<u>2018 Actual</u>	<u>2019 Budget</u>	<u>2020 Budget</u>
Operating Revenues			
Charges for Services	377,067	375,000	425,000
Total Revenues	<u>377,067</u>	<u>375,000</u>	<u>425,000</u>
Operating Expenditures			
Salaries and Benefits	28,808	54,892	65,462
Professional Services	1,498	-	91,000
Repairs and Maintenance	20,669	78,500	64,700
Insurance	2,112	2,807	2,638
Depreciation	249,013	250,000	250,000
Materials and Supplies	-	-	-
Miscellaneous	1,903	1,500	1,500
Total Operating Expenses	<u>304,003</u>	<u>387,699</u>	<u>475,300</u>
Operating Income (Loss)	<u>73,064</u>	<u>(12,699)</u>	<u>(50,300)</u>
Nonoperating Revenues (Expenses)			
Intergovernmental	-	188,000	16,000
Interest Income	601	-	-
Interest Expense and Fiscal Charges	(7,584)	(9,788)	(7,400)
Total Nonoperating Revenue (Exp.)	<u>(6,983)</u>	<u>178,212</u>	<u>8,600</u>
Change in Net Position Before Transfers	<u>66,081</u>	<u>165,513</u>	<u>(41,700)</u>
Transfers In (Out)	-	-	-
Change in Net Position	<u>66,081</u>	<u>165,513</u>	<u>(41,700)</u>
Net Position- Beginning of Year, Restated	5,759,996	5,826,077	5,991,590
Net Position - End of Year	5,826,077	5,991,590	5,949,890