



PLANNING COMMISSION AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Wednesday, February 19, 2025 @ 6:00 PM

The public is invited to attend these meetings in person
Attend by Phone: 1-844-992-4726 Meeting Access Code: 2480 099 4473

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

A. **Oath of Office**

- **Blake Higgins**
- **Jeremy Powell**

2. **Roll Call**

___ B. Higgins ___ J. Norwood ___ D. Peterson ___ D. Gorham ___ J. Grecula ___ J. Powell ___
T. Erickson

3. **Pledge of Allegiance**

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

5. **Approval Of Minutes**

A. **Draft Minutes from the January 15th, 2025 Meeting**

6. **New Business**

- A. **Consider Preliminary Plat Request for St. Francis Church - 411 N 10th St**
- B. **Consider Rezoning and Zoning Text Amendment for Paradigm Auto - 310 W Laurel St**
- C. **Consider Conditional Use Permit and Variance for Suite Properties LLC - 324 5th St S**
- D. **Consider Preliminary and Final Plat for Three Pete LLC - 15770 Dellwood Dr**

7. **Unfinished Business**

- A. **Discuss Data Center Ordinance**
- B. **Review Planning Commission Yearly Itinerary**

8. **Public Forum**

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

9. **Staff Reports**

(Verbal: Any Updates since Packet)

10. **Commission Member Reports**

11. **Adjourn**

Visit the City's Website at www.ci.brainerd.mn.us

MISSION

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

PLANNING COMMISSION
Wednesday, January 15, 2025

#1 Call to Order

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

#2 Roll Call

Noted present were Commissioners Duval, Peterson, Norwood, Grecula and Gorham. Also noted as present were City Administrator Broyles and Community Development Director Kramvik.

#3 Pledge of Allegiance

Commissioner Peterson opened the meeting with the Pledge of Allegiance to the flag.

#4 Election of Officers

Commissioner Norwood nominated Commissioner Duval to serve as Chair for 2025. This nomination is contingent on the City Council appointing Mike Duval to the Planning Commission at the January 21st, 2025 meeting.

There were no other nominations.

Members Duval, Peterson, Norwood, Grecula, and Gorham voted “aye”. No member voted “nay”. The Chair declared the appointment of Commissioner Duval as Chair carried.

Commissioner Peterson nominated Commissioner Gorham to serve as Vice Chair for 2025.

There were no other nominations.

Members Duval, Peterson, Norwood, Grecula, and Gorham voted “aye”. No member voted “nay”. The Chair declared the appointment of Commissioner Gorham to serve as Vice Chair carried.

The Commission briefly reviewed the bylaws. Commissioner Gorham indicated he would like to explore the Commission being included in the budgeting process.

#5 Approval of Agenda

MOVED AND SECONDED BY COMMISSIONERS NORWOOD AND GRECULA, DULY CARRIED, TO APPROVE THE AGENDA AS PRESENTED.

#6 Approval of Minutes

MOVED AND SECONDED BY COMMISSIONERS NORWOOD AND GRECUA, DULY CARRIED, TO APPROVE THE MINUTES FROM THE DECEMBER 18TH, 2024 REGULAR MEETING.

#7 New Business

7a. Consider Foundation for Health Care Continuums (Country Manor) Amendment to Planned Unit Development (PUD)

Community Development Director Kramvik explained the changes to the PUD by expanding the southwest memory care building to accommodate additional memory care units, removing a portion of the main parking lot, reducing the size of the northwest building, and removing a detached garage.

The Chair opened the public hearing at 6:08 pm.

The Chair recognized Anthony Fensted, CEO of Country Manor, who indicated many of the changes revolved around financing and the increased costs of materials. He stated any expansions that may be needed can be explored in the future.

The Chair closed the public hearing at 6:11 pm.

MOVED AND SECONDED BY COMMISSIONERS NORWOOD AND PETERSON, DULY CARRIED, TO RECOMMEND APPROVAL OF THE PUD AMENDMENT FOR FOUNDATION FOR HEALTH CONTINUUMS (COUNTRY MANOR) AS PRESENTED WITH THE CONDITION OF THE APPROVAL OF THE DEVELOPMENT AGREEMENT.

CDD Kramvik stated this topic will go to the City Council at the February 3rd, 2025 meeting.

7b. Approve Planning Commission 2025 Calendar

MOVED AND SECONDED BY COMMISSIONERS GORHAM AND NORWOOD, DULY CARRIED, TO APPROVE THE PLANNING COMMISSION 2025 CALENDAR AS PRESENTED.

#8 Unfinished Business

8a. Review Proposed Data Center Ordinance

Community Development Director Kramvik explained that many of the items discussed at the previous meeting were updated in this draft. One modification will be made to correct a term in section four, item F. to state "Data Centers operations..." and not Cryptocurrency mining operations.

Commission discussion took place on utility usage and other items in the draft.

The Chair recognized Mike Higgins, 1801 Mill Ave., owner of BIC and The NP Center, who spoke about allowing new industry to come to the City and there are sometimes too many restrictions. He also added that power and water are federally monitored and should not be included in planning and zoning requirements, as it is handled by Brainerd Public Utilities.

Commissioner Gorham requested Public Utilities Director Evans be present at the February meeting.

8b. Approve Planning Commission Itinerary

Community Development Director Kramvik reviewed the itinerary of items that have been completed, those in process and others for future discussion. One future topic to be added may be a collaboration with the EDA to tour local daycare centers for input on needs, either in zoning or possible grant funding.

Commission discussion took place, and a suggestion was to include the allowed use table review with the comprehensive plan update.

#9 Public Forum

The Chair opened the public forum at 6:59 pm.

No one came forward.

The Chair closed the public forum at 6:59 pm.

#10 Staff Reports

Community Development Director Kramvik made the following updates:

- The City Council will be reviewing several items for the Country Manor project, including the PUD, Tax Abatement and a request for the deferral of SAC/WAC fees at the February 3rd, 2025 meeting.
- DW Jones project continues on 805 Laurel – the old building has been removed from the site.

#11 Commission Member Reports

Commissioner Gorham respects the comments from Mr. Higgins but feels that a lot of work has been done to be flexible in our code.

Commissioner Duval applauds the work of MNDot regarding the condition of the Laurel Street bridge for pedestrians.

#12 Adjournment

MOVED AND SECONDED BY COMMISSIONERS GORHAM AND PETERSON, DULY CARRIED, TO ADJORN AT 7:03 PM.

Michael Duval, Planning Commission Chair

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 19th, 2025

RE: Consider St. Francis Catholic Church Preliminary Plat – 411 N 10th St

REQUEST

Preliminary Plat for the consolidation of fourteen (14) parcels into three (3) lots; one each for the Church, School and Rectory. This includes a street vacation of North 9th Street between Ivy Street and Juniper Street

PUBLIC HEARING. Preliminary Plat

APPLICANT: St. Francis Catholic Church

The purpose of this preliminary plat request is to consolidate 14 parcels into three lots; one each for the church, school, and rectory. The preliminary plat also proposes the street vacation of N 9th Street between Ivy Street and Juniper Street and the demolition of three single-family homes to construct one large church rectory on Block 1, Lot 2 of the preliminary plat.

Prior to the approval of the Final Plat, the applicant will be required to rezone the parcels to Public Semi-Public District (PSP), vacate N 9th Street, and enter into a development agreement with the City of Brainerd.

CONTEXT

Parcel Numbers: 41241116, 41241117, 41241118, 41241120, 41241129, 41241130, 41241131, 41241132, 41241133, 41241137, 41241138, 41241139, 41241140, and 41241141

Zoning District: Traditional Neighborhood-1 (TN-1) Zoning District
Proposed District: Public Semi-Public District (PSP)

Property Area: 4.14 Acres

Adjacent Uses: North: Residential Homes
East: Residential Homes
South: Residential Homes
West: Residential Homes

Adjacent Zoning: North: Traditional Neighborhood-1 (TN-1) District
East: Traditional Neighborhood-1 (TN-1) District
South: Traditional Neighborhood-1 (TN-1) District
West: Traditional Neighborhood-1 (TN-1) District

AERIAL MAP



FINDINGS OF FACT – PRELIMINARY PLAT

Pending approval of the preliminary plat, the applicant will request at a future meeting that all parcels are rezoned to Public Semi-Public District (PSP).

1. [Table 515-2-17.1. PSP Dimensional Standards](#) – Density, Lot Size, Coverage and Height Standards
 - a. Lot Size (minimum) – 1.0 Acre; or less if granted through CUP
 - i. *The St. Francis church/ school campus would be 4.14 acres consisting of three contiguous lots.*
 - b. Impervious Surface Coverage (maximum) – 90%
 - i. *The proposed preliminary plat would not exceed 90% impervious surface*

- c. Lot Frontage on All Roads (minimum) – 80'
 - i. *All proposed lots meet the minimum lot frontage standard.*

Purpose of Public Semi-Public Zoning District. The PSP Zoning District is intended to identify lands used for community gathering spaces for purposes of education, recreation, congregation, worship, health, or similar. Lands zoned PSP contain 1.0 acres of land or provide a mix of community uses from a single facility or campus.

If the property is rezoned, St. Francis would not be required to apply for a Conditional Use Permit for future expansions to the Church or School as these uses are permitted in the PSP District.

Restrictions on Demolition and Removal of Dwelling Units

St. Francis proposes to demolish three single-family homes on PID's (41241131, 41241132, and 41241133). Upon demolition, St. Francis will construct a large church rectory on PID (41241133).

As currently proposed, the rectory would consist of large, shared spaces including a dining room, great room, kitchen, chapel, laundry facilities, and bathrooms. Living quarters would consist of three standard bedrooms and four suites that have private sitting rooms, bedrooms, and bathrooms. The suites do not qualify as individual units because they do not have a separate kitchen. As proposed, St. Francis would demolish three dwelling units and replace them with one dwelling unit.

According to [Section 515-4-14](#) of the Zoning Code, no permit shall be issued to allow the demolition of a dwelling unit in the Traditional Neighborhood 1 (TN-1), Traditional Neighborhood 2 (TN-2), Contemporary Neighborhood 1 (CN-1), or Contemporary Neighborhood 2 (CN-2) Zoning Districts unless:

1. A building permit is also issued at the same time to authorize construction of a replacement dwelling unit; or
2. A commercial new construction or remodel permit is also issued at the same time to convert or replace a dwelling unit to a commercial unit in the TN-2 district; or
3. City Council approval has been granted through a conditional use permit or interim use permit for an alternative use of the property.

If St. Francis is approved for a rezoning to PSP District at a future meeting, they will not be required to apply for a CUP to demolish three dwelling units.

Preliminary plat approval shall be based on the following criteria:

1. That the proposed subdivision is consistent with adopted applicable general and specific comprehensive plans of the City.
 - a. The PSP Zoning District is intended to identify lands used for community gathering spaces for purposes of education, recreation, congregation, worship, health, or similar. Lands zoned PSP contain 1.0 acres of land or provide a mix of community uses from a single facility or campus

- i. *The purpose of this preliminary plat request is to consolidate 14 parcels into three lots: one each for the church, school, and rectory.*
 - ii. *The applicant is also proposing a street vacation of N 9th Street to create a contiguous campus between the school and church.*
 - iii. *The proposed demolition of the three-single family homes is for the construction of a rectory and a future church expansion.*
 - iv. *The purpose of the preliminary plat is consistent with the purpose and intent of the PSP District as St. Francis proposes to expand and enhance their church and school campus.*
- 2. The proposed subdivision is consistent with the Comprehensive Plan.
 - i. Community Character Goal 1: Preserve and repurpose historic assets.
 - 1. Policy 6: Strike a balance between preserving historic structures and building new within all land uses.
 - a. *St. Francis continues to reinvest in their Church and School through additions and remodel projects. The proposed subdivision encourages reinvestment in this historic area.*
 - ii. Land Use Goal 3: Support and invest in the incremental enhancements of quality of life.
 - 1. Policy 5: Take strides to become a pedestrian-friendly community.
 - a. *The proposed vacation of N 9th Street would make it more pedestrian-friendly between the church and school. However, it may negatively impact pedestrians in the neighborhood.*
 - b. *The City may consider requiring a sidewalk to run north/south to provide pedestrian passage where N 9th Street was once located.*
 - iii. Housing Goal 1: Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.
 - 1. Policy 3: Rehabilitate and/or replace substandard housing with units that are decent, safe, healthy, affordable, and of appropriate size to meet the city's current and future housing needs.
 - a. *The proposed rectory replaces older homes in need of repairs with a new dwelling that meets the needs of parish priests and visitors.*
 - 2. Policy 5: Ensure an adequate supply of quality and affordable housing units for current and future residents.
 - a. *The removal of three single-family homes negatively impacts Brainerd's housing stock at a time when there is a major need in the community to provide housing to residents.*
 - iv. Economic Development Goal 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 - 1. Policy 2: Invest in community improvements that will spur and support revitalization or redevelopment.
 - a. *Investment in neighborhood schools and churches is important for creating community connections, attracting families, and spurring revitalization of surrounding homes.*

3. That the physical characteristics of this site, including but not limited to topography, percolation rate, soil conditions, susceptibility to erosion and siltation, susceptibility to flooding, water storage, drainage and retention, are such that the site are suitable for the type of development, design, or use contemplated.
 - a. *The site does not have topographical challenges.*
4. That the site is physically suitable for the proposed density of development.
 - a. *The proposed subdivision will not exceed the 90% impervious surface requirement of the PSP District and has ample greenspace for future expansion. The demolition of the three single-family homes and the addition of the rectory will lessen and consolidate development on the property.*
5. That the design of the subdivision or the proposed improvements are not likely to cause environmental damage.
 - a. *Improvements will not cause environmental damage to the surrounding neighborhood. The development agreement would ensure that all stormwater is properly managed after N 9th Street is vacated.*
6. That the design of the subdivision or the type of improvements, are not likely to cause public health problems.
 - a. *The improvements will not cause any public health problems. The development agreement would ensure that N 9th Street remains open for emergency services until the three single-family homes are demolished.*
 - b. *The vacation of N 9th Street would make it safer for pedestrians and school children to walk between the church and school.*
7. That the design of the subdivision or the type of improvements will not conflict with easements of record or with easements established by judgment of a court.
 - a. *Utility easements will remain and are depicted on the preliminary plat.*
8. That the proposed subdivision, its site, or its design does not adversely affect the flood carrying capacity of the floodway increases flood stages and velocities or increases flood hazards within the floodway fringe or within other areas of the City.
 - a. *The proposed site will not increase flood hazards.*
9. The proposed subdivision is consistent with the policies and standards of the State defined shoreland, floodplain, and wetland regulations.
 - a. *The proposed plat is outside of the shoreland district and floodplain.*
10. The City Council deems the subdivision is not premature.
 - a. *The proposed subdivision is located in an established Brainerd neighborhood that has all required utility infrastructure.*
11. A subdivision shall be consistent with the following plans:
 - a. Brainerd Comprehensive Plan.
 - b. Brainerd Sanitary Sewer Plan/Engineering Specifications.
 - c. Brainerd Water Plan/Engineering Specifications.
 - d. Stormwater Management Plan.
 - e. Comprehensive Trail Plan.
 - f. Capital Improvement Plan.
 - i. *A full list of the requirements in the capital improvement plan can be found in [Section 500-2-5.11.f](#)*

- ii. The engineering department and community development department have no concerns with the above plans.*

As of this writing, the Community Development Department has received one email in favor of the request.

STAFF OPINION/ RECOMMENDATION

Staff have concerns about losing additional housing units in the City of Brainerd at a time when housing units are needed in the community. Housing is an important aspect of economic development as businesses need to attract employees and those employees need housing. New and expanding businesses research available housing within a community to ensure the community can support additional employees.

Staff also believe that this proposed subdivision will support additional redevelopment for St. Francis' school and church. As stated in the findings, investment in neighborhood schools and churches is important for creating community connections, attracting families, and spurring revitalization of surrounding homes.

The City may want to consider, as part of a development agreement, a sidewalk that runs north/south for pedestrian passage where N 9th Street was once located.

Staff recommend approval of the preliminary plat with the following conditions:

- 1) Approval of the vacation of N 9th Street between Ivy Street and Juniper Street.
- 2) Approval of the rezoning of all parcels to Public Semi-Public District.
- 3) Approval of the development agreement with the City of Brainerd.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307 building@ci.brainerd.mn.us

www.ci.brainerd.mn.us

PRELIMINARY PLAT/FINAL PLAT/P.U.D APPLICATION

- ☒ **PRELIMINARY PLAT** (\$500.00 + \$30.00/lot residential + \$1,000.00 escrow deposit)
(\$600.00 + \$50.00/lot commercial + \$1,000.00 escrow deposit)
- ☐ **FINAL PLAT** (fee included with Preliminary Plat)
- ☐ **PLANNED UNIT DEVELOPMENT** (\$1,000 + \$2,000 escrow deposit/residential)
(\$1,500 + \$2,000 escrow deposit/commercial)

PROPERTY ADDRESS: 411 N 10th St

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy) Part of Blocks, 98 and 100, TOWN OF BRAINERD

Property Owner Name: St. Francis Catholic Church

Street Address: 411 N 10th St **City:** Brainerd **State:** MN **Zip Code:** 56401

Phone Number: 218-822-4040 **Fax:** _____ **E-mail:** maureen.pickar@duluthcatholic.org

Applicant Name: (if different than Property Owner) _____

Street Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Fax:** _____ **E-Mail:** _____

Description of Request: _____

Requesting a preliminary plat for the consolidation of 11 parcels into three lots. One lot for the
Church, one lot for the School and one lot for the Rectory.

Fr. Michael Garry
Property Owner Signature

Fr. Michael Garry

(Please print name)

1/20/2025
Date

Applicant Signature

(Please print name)

Date

PRELIMINARY PLAT ST. FRANCIS ADDITION TO BRAINERD



ORIENTATION OF THE BRAINERD ELEVATIONS BASED ON THE CROW WING COUNTY COORDINATE DATABASE
ELEVATIONS BASED ON NAVD83
BENCHMARK MNDOT GEODETIC STATION DATA MNDOT ELEVATION = 1211.038

- DENOTES FOUND IRON MONUMENT
- DENOTES 12 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 60122
- △ DENOTES SET P.N. NAIL
- DENOTES AIR CONDITIONER UNIT
- DENOTES CLOTHES LINE POST
- DENOTES 880N POST
- DENOTES DECIDUOUS TREE
- DENOTES STORM MANHOLE
- DENOTES WATER SHUT OFF
- DENOTES POWER POLE
- DENOTES ELECTRIC TRANSFORMER
- DENOTES TELEPHONE PEDESTAL
- DENOTES GUY WIRE
- DENOTES STORM CATCH BASIN
- DENOTES OVERHEAD ELECTRIC LINE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES SANITARY SEWER LINE
- DENOTES STORM SEWER LINE
- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES PRINCIPAL BUILDING SETBACK LINE
- DENOTES CONCRETE SURFACE
- DENOTES PATIO PAVES SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES LANDSCAPING AREA

SURVEYOR'S NOTES:

THE PARCEL NUMBERS FOR THE SUBJECT PROPERTIES ARE:
41241116, 41241117, 41241118, 41241123, 41241125, 41241130, 41241131, 41241132, 41241133, 41241137, 41241138, 41241139, 41241140, 41241141, 41241142

THE ADDRESSES FOR THE SUBJECT PROPERTIES ARE:

PARCEL NUMBER 41241117 - 416 9TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241123 - 404 9TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241133 - 412 9TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241131 - 418 9TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241132 - 418 9TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241133 - 424 9TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241137 - 415 10TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241138 - 411 10TH ST N, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241140 - 913 JUNIPER ST, BRAINERD, MINNESOTA.
PARCEL NUMBER 41241141 - 821 JUNIPER ST, BRAINERD, MINNESOTA.

THE UTILITIES SHOWN ON THIS SURVEY ARE ASSUMING NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACIES OF THESE LOCATIONS. FURTHER LOCATION AND VERIFICATION ARE RECOMMENDED PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS WHICH AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

ACCORDING TO THE CITY OF BRAINERD ZONING MAP THE SUBJECT PROPERTIES ARE CURRENTLY LOCATED WITHIN THE TRADITIONAL NEIGHBORHOOD 1 (TH-1) ZONING DISTRICT.

DURING THE PROCESS OF PLATTING THE PROPERTY, IT IS PLANNED FOR THE ENTIRE SUBJECT PROPERTY AREA TO BE REZONED TO PUBLIC / SEMI-PUBLIC (PSP).

THE PSP ZONING DISTRICT STANDARDS ACCORDING TO THE CITY OF BRAINERD CODE ARE AS FOLLOWS:

LOT DIMENSIONS:
LOT SIZE (MINIMUM) = 1.0 ACRE OR LESS IF GRANTED THROUGH CUP
LOT WIDTH (MINIMUM) (FRONTAGE ON PUBLIC ROADS) = 80 FEET

PRINCIPAL BUILDINGS SETBACKS (ONLY SHOWN ON LOT 2) -
FRONT YARD SETBACK (MINIMUM) = 20 FEET - SIDE YARD INTERNAL LOT/CORNER LOT (MINIMUM) = 10 FEET
SETBACK FROM ADJACENT RESIDENTIAL DISTRICT (MINIMUM) = 20 FEET - REAR YARD SETBACK (MINIMUM) = 10 FEET

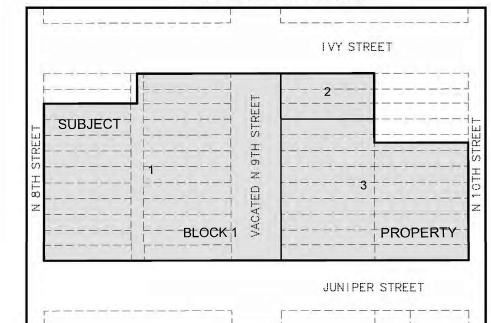
ACCESSORY BUILDING STANDARDS -
LOCATION = BEHIND PRINCIPAL STRUCTURE, OR ATTACHED TO PRINCIPAL STRUCTURE
FLOOR AREA (MAXIMUM) = 10% OF GROSS FLOOR AREA
ACCESSORY BUILDING HEIGHT = 30 FEET, MAY NOT EXCEED HEIGHT OF PRINCIPAL BUILDING

COVERAGE AND HEIGHT STANDARDS:
IMPERVIOUS SURFACE COVERAGE (MAXIMUM) = 30% PRINCIPAL STRUCTURE HEIGHT = 35 FEET

VICINITY MAP

(SCALE 1"=100')

PART OF BLOCKS 98 AND 100, TOWN OF BRAINERD
SECTION 24, TOWNSHIP 45, RANGE 31,
CROW WING COUNTY, MINNESOTA

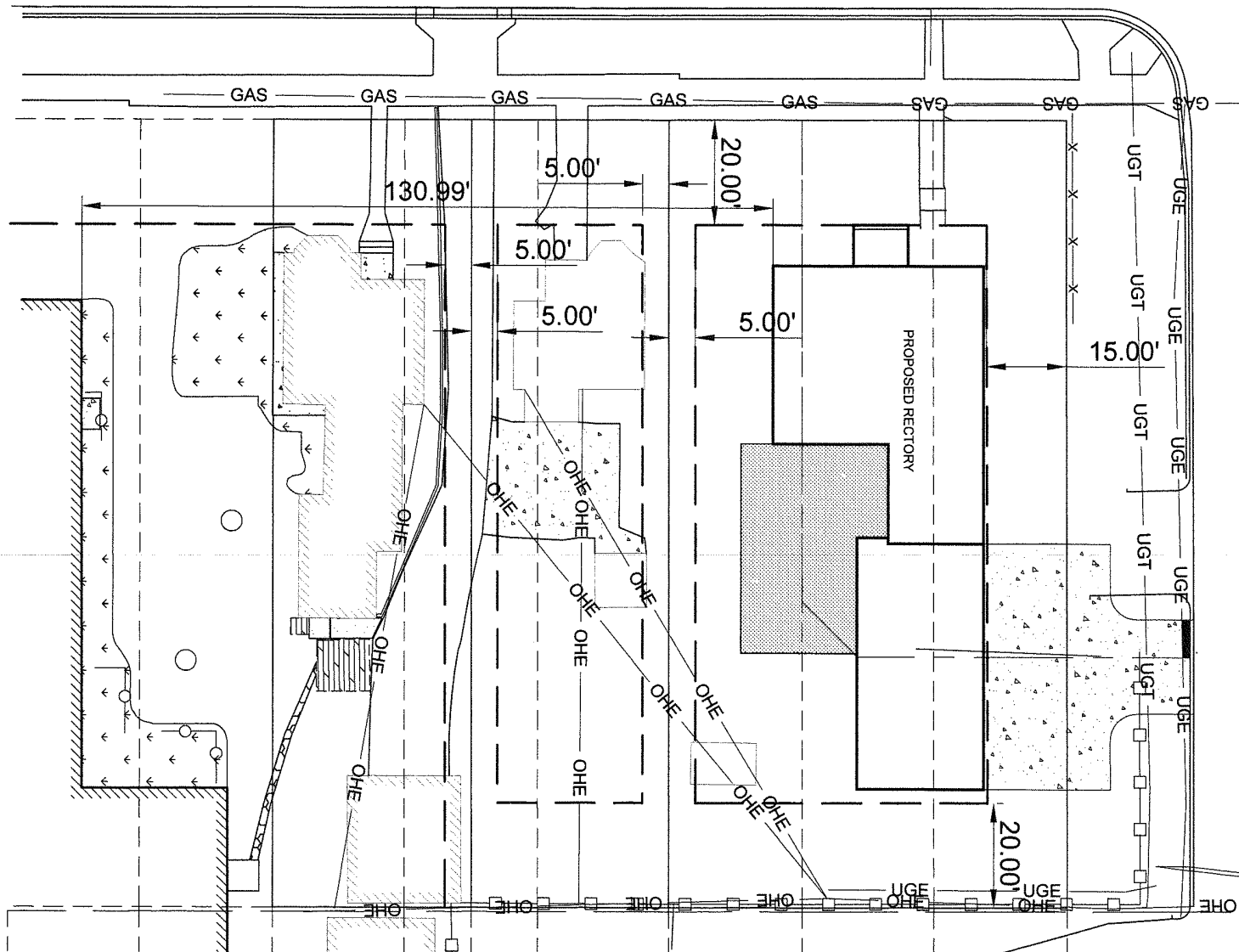


OWNERS	ST FRANCIS CHURCH BRAINERD 411 N 10TH STREET, BRAINERD, MN.
DESCRIPTION	PART OF BLOCKS 98 AND 100, TOWN OF BRAINERD, SECTION 24, TOWNSHIP 45, RANGE 31, CROW WING COUNTY, MN.
PROPOSED DESCRIPTION	LOTS 1-3, BLOCK 1, ST. FRANCIS ADDITION TO BRAINERD.
SURVEYOR	TYLER J. POGREBA WIDSETH 7504 INDUSTRIAL PARK ROAD BAXTER, MN.
AREA	4.14 ACRES.
ZONING	CURRENT (TN-1) PROPOSED (PSP).
DATE	JANUARY 09, 2025

DRAINAGE AND UTILITY EASEMENTS ARE
AS SHOWN BELOW

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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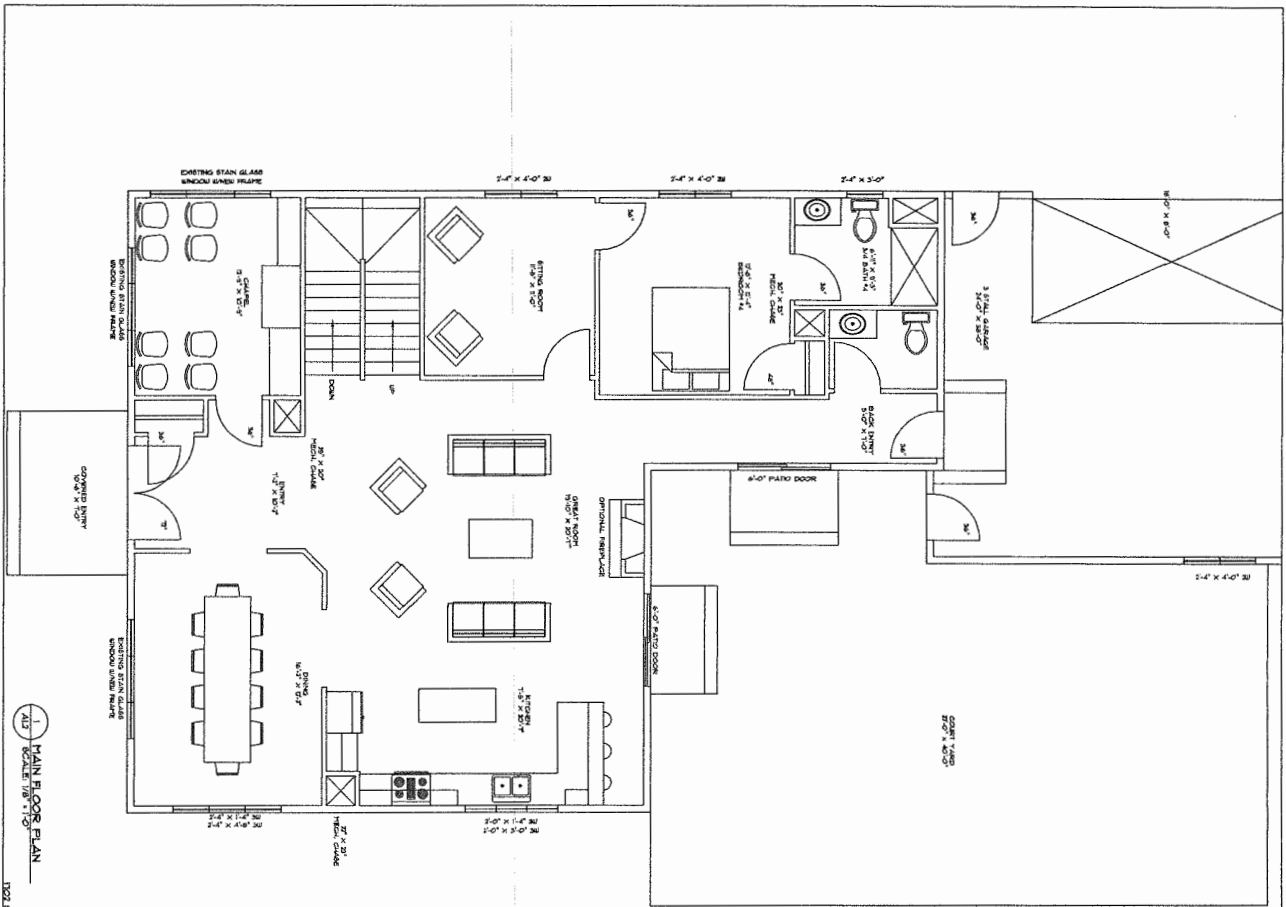




1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

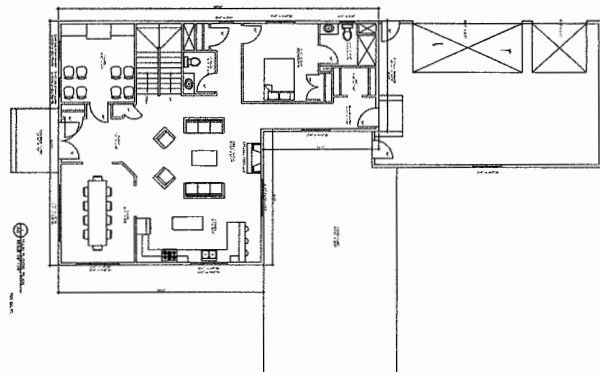


2 SIDE ELEVATION
SCALE: 1/8" = 1'-0"



1. MAIN FLOOR PLAN
 1/8" = 1'-0"
 1/32" = 1'-0"

100' S&A, ET.



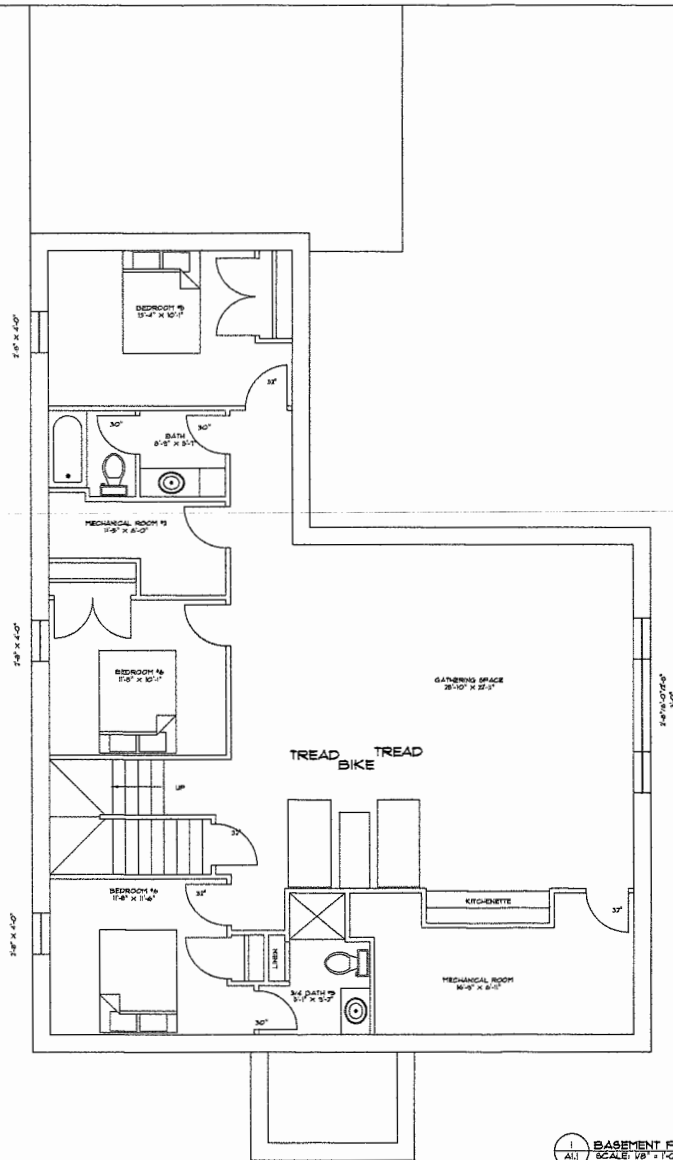
DATE:	07-24-24
JOB NUMBER:	XXXX
DRAWN BY:	DFM
PROJECT MANAGER:	XXXX
LICENSE NUMBER:	XXXXXXXX

ST FRANCIS PARISH RECTORY
 404 9TH STREET NORTH
 BRAINERD, MINNESOTA

COPYRIGHT 2024

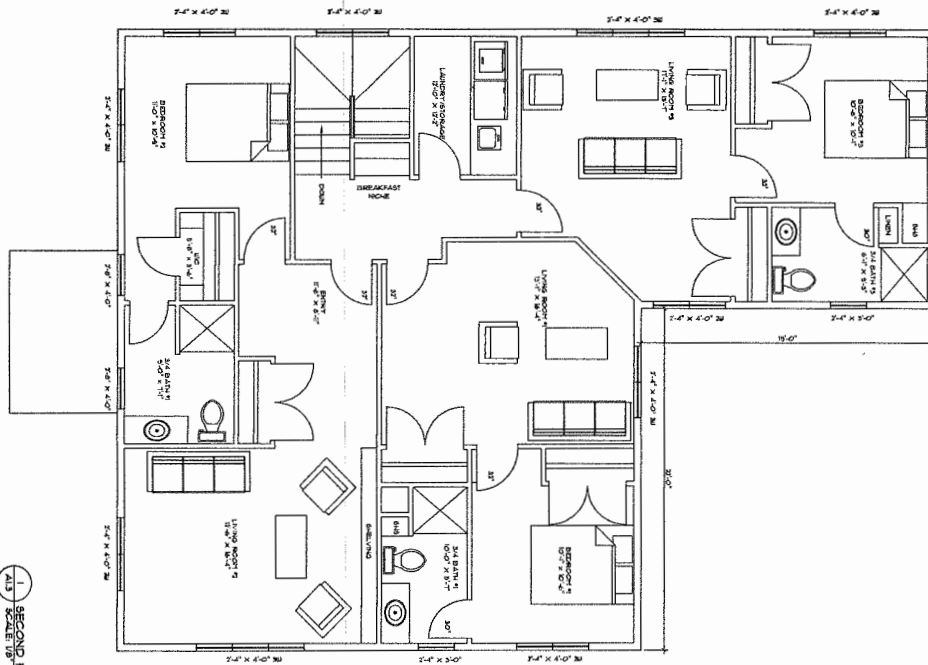
REVISION	DATE

A1.2



1 BASEMENT PLAN
ALL SCALE: 1/8" = 1'-0"

1640 SQ. FT.



1 SECOND FLOOR PLAN
 1/8" = 1'-0"
 1/8" = 1'-0"

1/8" = 1'-0"

A1.3

DATE:	07-24-24
JOB NUMBER:	XXXX
DRAWN BY:	DPM
PROJECT MANAGER:	XXXX
LICENSE NUMBER:	XXXXXXXXXX

ST FRANCIS PARISH RECTORY
 404 9TH STREET NORTH
 BRAINERD, MINNESOTA

COPYRIGHT 2024

REVISION	DATE

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that St. Francis Catholic Church, 411 N 10th St. has submitted a request for a preliminary plat. The purpose of this preliminary plat request is to consolidate 14 parcels into three lots; one each for the Church, School, and Rectory. The preliminary plat also proposes the street vacation of N 9th Street between Ivy Street and Juniper Street.

The parcel ID's are:

41241116, 41241117, 41241118, 41241120, 41241129, 41241130, 41241131, 41241132, 41241133, 41241137, 41241138, 41241139, 41241140, and 41241141.

And are legally described as (summarized):

TOWN OF BRAINERD & FIRST ADDITION TO BRAINERD			
41241116	LOTS 19 THRU 24 INCLUSIVE BLOCK 100	41241132	N1/2 OF SOUTH1/2 OF NW1/4 BLOCK 98
41241117	LOTS 17 AND 18 INCLUSIVE BLOCK 100	41241133	LOTS 13 THRU 15 INCLUSIVE BLOCK 98
41241118	LOTS 15 AND 16 INCLUSIVE BLOCK 100	41241137	LOT 7 BLOCK 98 AND S1/2 OF LOT 8 BLOCK 98
41241120	LOTS 1 THRU 12 INCLUSIVE BLOCK 100 EXEMPT	41241138	N15 FT OF E 75FT OF LOT 4 BLOCK 98 75 FT OF LOTS 5 AND 6 BLK 98
41241129	LOTS 21 THRU 24 INCLUSIVE BLOCK 98	41241139	W .25FT OF LOTS 1 THRU 6 BLOCK 98
41241130	LOTS 19 AND 20 INCLUSIVE BLOCK 98	41241140	E.50 FT OF W 75 FT OF LOTS 1 THRU 6 BLOCK 98
41241131	S1/2 OF LOT 17 AND ALL LOT 18 INCLUSIVE BLOCK 98	41241141	E.75 FT OF LOTS 1 THRU 3 BLOCK 98 & E75FT OF LOT 4

The properties are zoned TN-1 (Traditional Neighborhood) District. A copy of the preliminary plat is on file for review with the Community Development Department.

A Public Hearing to consider this preliminary plat will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, February 19th, 2025 in the City Council Chambers at 501 Laurel St., Brainerd, MN 56401.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of February, 2025



James L. Kramvik
Community Development Director

Publication Date: February 8, 2025

From: [Matthew Wildenauer](#)
To: [James Kramvik](#)
Subject: Saint Francis Project
Date: Thursday, February 13, 2025 6:09:00 PM

You don't often get email from wildenauerdesignco@gmail.com. [Learn why this is important](#)

Hello James, I wanted to reach out in support of the new design recently introduced by Saint Francis church and Widseth. A project like this will create a more futuristic campus plan for a growing church and school community. This is exactly the type of progress we need in the Brainerd area. A pedestrian parkway will bring a unique connective experience for the students, church goers, staff and local community. I will be attending the upcoming meeting on the topic to help keep the momentum.

Take care,

Matt Wildenauer

Owner, Wilde North

www.wildenorthmn.com

From: [James Kramvik](#)
To: [Stephanie Bestul](#)
Subject: FW: Letter of Support
Date: Tuesday, February 18, 2025 11:09:36 AM
Attachments: [image001.png](#)

Regards,
James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: April Denny
Sent: Friday, February 14, 2025 6:11 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Letter of Support

Dear James Kramvik,

I am writing to express my strong support in favor of the proposed preliminary plat request by St. Francis Catholic Church. As a supporter of St. Francis of the Lakes Catholic School, the safety of our children is of the utmost importance and should be for any governing body representing our city. The street vacation is not only necessary for the students traveling across the street for daily mass as part of the curriculum, the street closure will also bring with it beautiful landscape improvements to the neighborhood. Increasing the available green space over a seldomly used street in which no one lives on (all homes are owned by the church) is a logical proposal.

The excitement in the community is palpable with positive feedback being shared over and over again from neighborhood groups, committees, parishioners, and school representation: parents, children and staff alike.

Furthermore, the church has done marvelous work in communicating their plans publicly and broadly, most recently through hosting a Brainerd Chamber Business After Hours Event. St. Francis Catholic Church has been a long standing (150+ years) respected and key contributor to the overall health and vibrancy of our community. We should be so thankful when our local churches, businesses (Widseth), and non-profits are seeking to do such incredible and positive projects within our area.

Given the history in the community, positive impact, and on-going efforts to communicate this project, I invite you to please join us in being a catalyst to positivity within the city. In a world that might be as divided as ever, one thing we can all agree on are projects that are well thought through, smartly designed, work with our local businesses and logical with children's safety as a priority.

Please feel free to reach out for further comments.

Most sincerely,

April Denny

From: [James Kramvik](#)
To: [Stephanie Bestul](#)
Subject: FW: Planning Commission - Support of St Francis Plat Request
Date: Tuesday, February 18, 2025 11:27:54 AM
Attachments: [image001.png](#)

Regards,
James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Tad Johnson
Sent: Sunday, February 16, 2025 12:26 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Tad Erickson <terickson@ci.brainerd.mn.us>
Subject: Planning Commission - Support of St Francis Plat Request

Director James, Commissioner and Alderman Tad, Brainerd Planning Commission, and Brainerd City Council:

I am writing in support of St. Francis preliminary plat including the vacation of a section of N 9th Street. I agree with City Staff opinions on the benefits of supporting economic development for our church and expansion of safe school areas for our city's children and families. This development is a welcome improvement to our city's historic North Brainerd neighborhood.

Another added benefit not mentioned in the staff report: this furthers the safe route to schools initiative the city has been involved in recently. The students cross that street multiple times a week to attend mass, and that area has significant cross traffic in the morning for school dropoff and in the afternoon for pickup. This street vacation reduces the opportunities for accidents surrounding the school.

This St Francis campus will continue to be a great asset to the future of the City of Brainerd, as the Church continues to invest substantial resources to develop and maintain their properties resulting in more desirable neighborhoods for our residents, and a more desirable city overall.

I ask you to support this plan.

Thank you

Tad Johnson

Resident of Brainerd, parishioner of St Francis, father of St Francis student (3rd generation), local business owner

From: [James Kramvik](#)
To: [Melissa Poster](#)
Cc: [Stephanie Bestul](#)
Subject: RE: St. Francis Catholic Church's Submission
Date: Tuesday, February 18, 2025 11:31:07 AM
Attachments: [image001.png](#)

Hi Melissa,

Thank you for your comments. I will send this out to the Planning Commission members and City Council. This will be included in the City Council packet at the March 3rd meeting.

Regards,

James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Melissa Poster
Sent: Sunday, February 16, 2025 3:29 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: St. Francis Catholic Church's Submission

Dear Mr. Kramvik,

I am writing to express my strong support for St. Francis Catholic Church's submission for a preliminary plat proposal, which includes the proposed street vacation, parcel consolidation, and re-zoning efforts. As a resident of the neighborhood, I am particularly enthusiastic about this project and the positive impact it will have on our community. St. Francis is a very popular church, and many families in both the neighborhood and the town are parishioners, with children who attend school there. This initiative represents a significant step forward in ensuring the safety, unity, and well-being of our area, particularly for the students who cross daily for Mass.

As you are aware, the current layout presents a safety concern, with students and parishioners having to navigate across a public street on a regular basis. By vacating this street and consolidating the parcels, we create a safer and more cohesive campus environment. This change would allow for more secure pedestrian pathways, reducing the risk of accidents and giving parents and educators greater peace of mind.

Beyond safety, the proposal would also support the Church's mission of fostering a strong, faith-centered community. The ability to optimize the property through rezoning and consolidation allows for better use of resources, more efficient campus operations, and the potential for future improvements that will benefit not only the parish but the broader neighborhood as well.

I believe this proposal reflects thoughtful planning and genuine care for the community—

enhancing both the spiritual and physical environment of St. Francis Catholic Church. I respectfully ask for your support in moving this project forward and approving the preliminary plat proposal.

Thank you for your time and consideration.

Sincerely,

Melissa Poster

Brainerd, Minnesota

From: [James Kramvik](#)
To: [Jackie Gruber](#)
Cc: [Stephanie Bestul](#)
Subject: RE: Street Vacation St. Francis
Date: Tuesday, February 18, 2025 11:32:48 AM
Attachments: [image001.png](#)

Hi Jackie,

Thank you for your comments. I will send this out to the Planning Commission members and City Council. This will be included in the City Council packet at the March 3rd meeting.

Regards,

James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Jackie Gruber
Sent: Monday, February 17, 2025 4:39 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Street Vacation St. Francis

Dear Mr. Kramvik,

My name is Jackie Gruber. I am a St. Francis Alumni (years 1990-1997). I am writing to express my strong support for the proposed closure of the road between St. Francis of the Lakes School and St. Francis Catholic Church. I think this change is essential for improving safety for students, teachers, staff, and community members who frequently travel between these two important buildings amongst other opportunities it brings.

Closing this road will create a safer and more unified campus, reducing the risks that come with pedestrian traffic and vehicles between these two buildings. More importantly, it will provide much-needed space for future expansion, allowing St. Francis of the Lakes to enhance its facilities, develop new educational programs, and better serve the growing needs of our students and families. I know there are more plans the church has for the future and why they wish to close the road. To be honest I don't know the specifics to add to this letter of support.

Thank you for your time and consideration.

Sincerely,
Jackie Gruber

From: [James Kramvik](#)
To: [Val Knudsen](#)
Cc: [Stephanie Bestul](#)
Subject: RE: Support for St. Francis Catholic Church Rectory Project
Date: Tuesday, February 18, 2025 11:29:45 AM
Attachments: [image001.png](#)

Hi Val,

Thank you for your comments. I will send this out to the Planning Commission members and City Council. This will be included in the City Council packet at the March 3rd meeting.

Regards,

James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Val Knudsen
Sent: Sunday, February 16, 2025 1:27 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Val Knudsen
Subject: Support for St. Francis Catholic Church Rectory Project

Hello Jim,

I am writing to you to express my support for the St. Francis Catholic Church Rectory Project, and the proposed platting. I have heard that there is a Brainerd Planning Commission meeting this coming week to consider the project proposal and platting. St. Francis Church and the School have continued to expand over the years, and I think they have done that in a responsible way that keeps the neighborhood beautiful and minimizes any disruptions to those living nearby. The expansion that is being proposed with a new rectory is important to the stability of the church. The St. Francis parish is the largest parish in the Duluth Diocese, and we want to see that growth continued and supported with facility expansion and a combined School and Church grounds that can be beautifully maintained.

Please consider approving the Project as proposed.

Best Regards,

Val Knudsen

Kevin Donnay

February 17, 2025

Mr. James Kramvik
Community Development Director
501 Laurel Street
Brainerd, MN 56401

Dear Mr. Kramvik,

I am submitting this letter in support of the proposed improvements for St. Francis Church and School. I see that it is on the Planning Commission agenda for the February meeting on Wednesday of this week. Unfortunately, I am unable to attend but with this letter I wanted to express my support for the proposed project and plat changes.

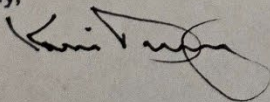
Changes proposed to the St. Francis campus, instigated by the rectory construction, is a strong testament to the long-standing tradition and commitment by our Catholic community within the City. Another blessing to our community is the success of the Catholic school. Its steady growth will present additional challenges to not only the school and immediate grounds but the Church grounds as well. I believe this to be all good and necessary in a thriving community!

I have been associated with St. Francis Church for nearly 40 years. My wife and I served on the St. Francis of the Lakes School Board for several years, in addition to our three children attending the school. I am well aware of the essential connection between the school and church, for students and staff, physically and historically, while developing their strong faith foundation. It is through knowledge of Catholic tradition and the actual physical ability to attend Mass regularly that builds the school's continued success.

Please consider the growth we are experiencing in our Catholic Community within the City while considering the proposal to vacate North 9th Street. As we continue to grow in enthusiastic membership, of course it puts pressure on facilities. This is an amazing opportunity to envision an overall campus for the Church and School to accommodate our continued growth well into the future. My background as a long-time local architect helps me to visualize the unique opportunity presented to the Church, and the City, by allowing the street vacation to be part of St. Francis campus. It would be the basis for a cohesive campus plan, providing safe access, space for school and church social space, additional pervious surface, enhanced landscaping, perhaps some additional parking – the options will be plentiful as we grow into the future! Further, additional green space in this part of the City, over time, would be an extension neighboring Gregory Park and the historic Franklin School site.

Best of luck in your considerations and please feel free to reach out to me if you have any questions.

Sincerely,



From: [James Kramvik](#)
To: jeff@lakehome.com
Cc: [Stephanie Bestul](#)
Subject: RE: St. Francis Church and St. Francis of the Lakes Catholic School
Date: Wednesday, February 19, 2025 12:14:04 PM
Attachments: [image001.png](#)

Thank you for the comments, Jeff. I will send this to the planning commission and city council.

Regards,

James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Jeff Torfin
Sent: Wednesday, February 19, 2025 7:33 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: St. Francis Church and St. Francis of the Lakes Catholic School

James -

I am a resident of the city of Brainerd and also a Member of St Francis Church - My son goes to St Francis School - and we are involved in both as a family.

I am in support of the St Francis Church/School project. I feel this will be good for both the community and for the Church/School - I see it as Positive Growth for the North Side of Brainerd. I feel it will enhance the neighborhood and keep investment into that area.

I believe that this project will be a great example once completed as healthy growth for our area for our community members (members of the Church and Non-members) - and help North Brainerd keep its great North Brainerd feel.

Feel free to reach out to me with any questions, Thank you.

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Jeff Torfin

Item/Section Name	Date	Time	Note
Consider Preliminary Plat Request for St. Francis Church - 411 N 10th St	02/17/2025	5:45 PM	• <u>CLARIFICATION, Similarity of Language - development plan:</u> You are asking us to approve the preliminary plat in staff recommendation 3 and not asking that we approve a subdivision development contact under Subd Ord 500-5-1 D, correct?!? • <u>PRELIMINARY PLAT:</u> ◦ Is there a landscape plan and a stormwater plan that simply wasn't included in our packet? Sounds like staff have made determinations on aspects of this already... ◦ Approval of plat conditional on Council approval to vacate street • <u>Vacating N 9th St:</u> ◦ <u>AUTHORITY:</u> ▪ is PC the right body to hear and "approve" a road vacation request or is that strictly a City Council procedure??? ▪ or are we just compiling the findings of fact for Council to conduct their process? ▪ what did we do with My Neighbor To Love plat? ▪ recollection is that the vacating process preceded the platting ◦ <u>NEED:</u> ▪ we handled YMCA daycare center in the former Halverson Funeral Home without needing to vacate Oak St so kids could cross the street ▪ N 9th is a far less busy street ▪ road crossing concerns could be managed with simple traffic controls like crossing signals combined with unobstructed views and/or installing an

Item/Section Name	Date	Time	Note
			additional stop sign on north end of the block to interrupt through-traffic flow ▪ is the vacated street to be used for stormwater ponding and infiltration? what does "proposed 80 ft wide drainage and utility easement" mean? ▪ can that be managed in some other way or directed to some of the undeveloped parcels in the plat? ▪ I see no other structures or infrastructure overlaying the proposed vacated street corridor suggesting this is not a requirement for the overall success of the proposed development/redevelopment ◦ IMPACT: ▪ loss of on-street parking to tune of 20+ vehicle spaces (~600 lf) ▪ street parking was nearly at full capacity on drive-by field inspection Saturday morning ▪ south bound traffic seeking access to Washington are likely and preferrably accessing from controlled intersection at 8th ▪ does the proposed HW210 reconstruction project make any changes to access onto or off of the State Hwy at 8th and 9th intersections???? ▪ bet you can't enter EB 210 from 9th but can you exit EB 210 onto 9th? ▪ could the street become a pedestrian mall? <i>DON'T LIKE THIS IDEA AS STARTER</i> ◦ CONDITION: Submit a landscaping plan to staff with particular interest

Item/Section Name	Date	Time	Note
			in treatment of the vacated street if that's approved by Council • <u>Demolishing buildings:</u> ◦ what was testimony from St Francis during the ordinance development hearings? what was PC discussion related to those concerns? and Council discussion?!?!? ▪ first place one goes with an expansion project like this is to crush all the old houses and ship them to the landfill ▪ these are NOT blighted properties and, in fact, are quit nice homes ▪ Shawn, can we see street views? ▪ couple very attractive architectural styles ▪ "substandard housing" is a relative term that can be remedied by remodeling/rehabilitation ▪ homes appear to be in good condition and good candidates for remodeling and modernization of utilities and energy efficiency ▪ what repairs are staff aware of that are called out in the findings of fact? ◦ CONDITION: ▪ offer and advertise homes targeted for removal at minimal to no cost to prospective individuals and entities interested in relocating ▪ several house moving companies in the Lakes Area ▪ examples of house salvages I'm aware of include one from early-

Item/Section Name	Date	Time	Note
			2000s hospital parking lot expansion moved to Lake Hubert area and one from 2020 Lowell School parking lot expansion moved to NE Brainerd ▪ can represent a feasible and affordable option for adventurous buyers and real estate investors ▪ absent any interest responses to move any of these houses, offer Habitat for Humanity the opportunity to salvage materials and fixtures before demolition ▪ provide a reasonable window early in the overall development timeline to a
Consider Rezoning and Zoning Text Amendment for Paradigm Auto - 310 W Laurel St	02/14/2025	7:48 PM	OK
Review Planning Commission Yearly Itinerary	02/14/2025	7:52 PM	Will funds allocated for Comp Plan update roll into 2026 if we put that as No. 5 priority?
Consider Conditional Use Permit and Variance for Suite Properties LLC - 324 5th St S	02/15/2025	3:10 AM	Okay to both
Consider Preliminary and Final Plat for Three Pete LLC - 15770 Dellwood Dr	02/15/2025	4:28 AM	• City services for water and sewer are routinely tested and maintained ◦ because there is no public service infrastructure to the site, how do you ensure that the on-site services are performing properly and compliant with health standards? ▪ solids clogging drain field ▪ coliform bacteria in well water • are there septic and well maintenance conditions or schedules in the CIC covenants? ◦ not evident in Section 9, pg 13

Item/Section Name	Date	Time	Note
			▪ Optional maintenance to these within Units (see Sec 9.2, pgs 13-14) ◦ Section 9.1 calls out lawn mowing and snow removal, sidewalks, exterior features (i.e., these are aesthetic considerations) • who is responsible for septic pumping and drinking water quality testing? ◦ the Association (see Section 3.1.3, pg 6) ▪ these are Common Elements defined under 2.13 and 2.14, pg 5 ◦ best practices approach or specific schedule ▪ inspect septic every 3 years ▪ test well "frequently" for coliform and nitrate
Discuss Data Center Ordinance	02/15/2025	4:35 AM	• at January meeting, we discussed tying energy standards to BPU renewable/carbon-free plan ◦ offset percentage would come from BPU goal for year-X •





From: [James Norwood](#)
To: [Stephanie Bestul](#); [James Kramvik](#)
Cc: [Nick Broyles](#)
Subject: Re: Planning Commission Packet February 19 2025
Date: Wednesday, February 19, 2025 1:17:38 PM
Attachments: [image001.png](#)
[image002.png](#)
[02_19_2025 Planning Commission Meeting.pdf](#)

Contributed by James Norwood

Planning Commission members:

I will be absent from tonight's meeting due to a previously scheduled trip where I will be out of state. I wanted to express some of my opinion for record and the commission's consideration for some of the items scheduled for tonight.

6.A. - A little while ago, I had the opportunity to listen to the Superintendent of St Francis School, who is also the Parish Priest, as he presented to some of the neighborhood members the vision and plan the Parish and School Board have for their properties, at the Senior Center. The event was published over social media and I was notified because I follow the Northside Neighborhood Association Facebook group. In the meeting there were a number of individuals that reside in the neighborhood, and some that were from the Parish Capital / Finance Board. The presentation was brief and concise but did include renderings that had some architectural differences from what is in the packet as to exterior sections siding details. The renderings that were in the meeting had shown details that were more consistent with siding details that already exist with the larger PSP structures of the Institutional Campuses. I am in favor of the staff recommended support for approval Preliminary Plat, with the listed conditions from staff, but would also consider further conditions of public sidewalk from north to south where the vacation of 9th street is and design elements to be consistent with what has been used at public space at Gregory Park, east to west where Ivy Street is interrupted by the public green space. I also highlighted the previous siding elements as the development of an institutional campus such as a church and school, there should be cohesive design to give public cue that individual structures of the institution are all part of the institution; where as it currently exists that the Parish does have each of the parcels but there is not architectural cohesiveness to the structures. There is considerable housing stock loss with the proposed development of St Francis, but it does not appear to be the intent of the Parish to remove housing stock for the sake of vehicle parking, as other institutions have proceeded with in Brainerd. It should be well encouraged for the Parish, to understand heavy developmental needs of the city for focused investment for Housing Stock, Economic Community Development, and the adverse position of the city to creating off street parking in middle of residential city development zones such as TN1, TN2, CN1, and CN2.

6.B. - I am in opposition of the approval of the Conditional Use Permit, at this time, as there has been a pattern of disregard for City Ordinance over a period of time. The request comes only after city staff notified Parcel Ownership violations issues, rather than seeking City Staff guidance and direction for changes in business practices that impact land use applications. If approval is granted, it is my opinion that staff recommended conditions are strictly followed and enforced. There is a lack of parcel ownership complete understanding of surrounding community assets as they have mislabeled Cuyuna Lakes trail as Paul Bunyan. Consistent dialogue with city officials would help parcel

ownership in recognizing all agencies and assets affected, as so to best help business succeed before violating any statutes or ordinances.

6.C. - I agree with the staff recommendation for the reasons they have stated in the report. I agree with the approval for the CUP and requested Variances..

6.D. - I agree with staff recommendation for the primary and final plat of the applicant. I agree with the noted attached condition.

7.A. - This item is one that I would propose some changes to what is proposed that may be opinions that I solely possess.

It is my opinion that if a 3rd party engineering firm has signed legal liability to the production of noise from the use at the facility, city code should not necessitate stricter oversight with follow up inspections, (Striking specifically B.3. as it is missing defining metrics of "operation" and much of city code use violation is more steered towards complaint activation for city investigation for those violations (which I don't agree with as a process but the city should be consistent in process of administration of ordinance.)) and then change language to reflect B.4. that after city staff has investigated and deemed necessary for additional sound study reports from a third party engineer, who would again be assuming liability for future compliance, and recognizing the fault and failure of previous mitigation.

In item C of the proposed ordinance, IF there is state statute that addresses this specifically as it pertains to commercial electronic waste generated by these types of operators, than there should be no need for it being cited in ordinance and thus being redundant.

For item D, it would also be redundant IF there is already state statute or Federal Law that explicitly addresses this from this use by these general type operators, and applicant should have submitted site documents that engineering have prepared for city staff review in these respective departments citing the need for the review again in this ordinance.

For item F; lastly, it is my understanding that this has been mandated by statute and federal law and would not need further review for city staff to attempt to enforce while exposing city to potential liability for unjust or unequal governance; or discourage future development of commercial data infrastructure.

These are only my current opinions and are absent of discussion, debate and findings that may come from the meeting tonight. This meeting will have some of the greater discussion of the planning commission for the items that what may have happened previously, but I am confident that the commission and city council will guide its constituency well.

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 19th, 2025

RE: Consider Rezoning and Zoning Text Amendment Permit for Paradigm Auto at 310 W Laurel Street

REQUEST

PUBLIC HEARING. **Rezoning** from TC (Town Center) Zoning District to ME (Makers and Employment) Zoning District

Zoning Text Amendment to allow for the operation of U-Haul/vehicle rental businesses in the ME (Makers and Employment) Zoning District

Al Schmidt, owner of Tri Axis Enterprises (Paradigm Auto), has submitted a request to rezone the property at 310 W Laurel Street to ME (Makers and Employment) Zoning District and for a Zoning Text Amendment to allow for the operation of U-Haul/vehicle rental businesses in the ME (Makers and Employment) Zoning District.

The property is currently in violation as U-Haul trucks are illegally parked/stored on an unimproved surface. In addition, there are too many U-Haul rental units at the property pursuant to [Section 515-3-29 Outdoor Service, Sale, and Rental](#).

CONTEXT

Parcel Number: 41040742 and 41040743

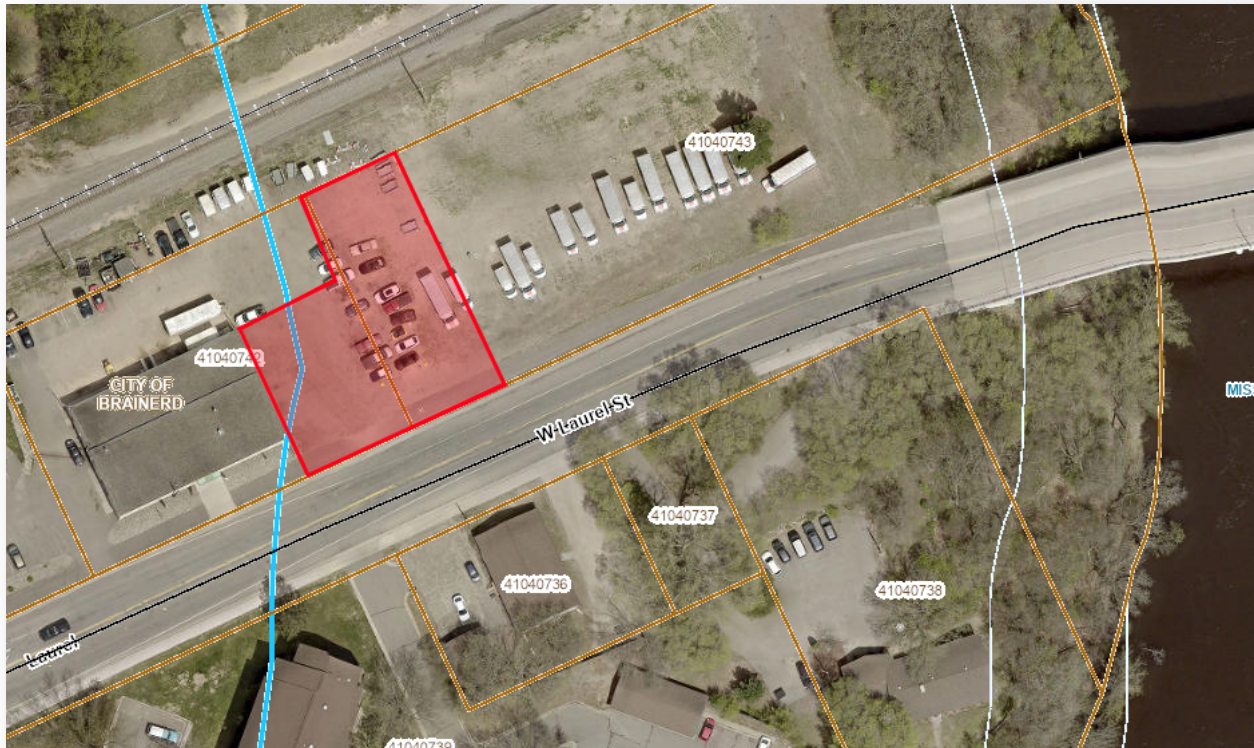
Zoning District: Town Center (TC) District

Property Area: Approximately 100,487 SQFT

Adjacent Uses: North: Riverside Elementary School
 East: Mississippi River/Police Dept
 South: Apartment Building
 West: Office Building

Adjacent Zoning: North: PSP (Public/Semi-Public) District
East: TC (Town Center) District
South: TC (Town Center) District
West: TC (Town Center) District

AERIAL MAP



FINDINGS OF FACT – REZONING/ZONING TEXT AMENDMENT PERMIT

1. The property was re-zoned in 2016 to accommodate outside services, sales, and equipment rental accessory to the principal use and limited in area to fifteen (15) percent of the gross floor area of the principal building. The building is about 7,600 sq. ft., which would allow 1,140 sqft (15%) of outside area to be devoted to the U-Haul business. The allowed outside area equates to 7 parking spaces that can be used for the U-Haul business.
2. The property at 310 W Laurel St Brainerd, MN 56401 is in the TC (Town Center) District as a result of the Zoning Code update in 2022. Zoning Ordinance [515-3 Allowed Uses. Appendix A: Table of Uses](#) also allows for fifteen (15) percent of the gross floor area of the principal building to be use for outdoor rental.
 - a. *The applicant is requesting a rezoning from TC (Town Center) to ME (Makers and Employment) District and a zoning text amendment to allow for additional outdoor rental space for the sole purpose of vehicle and trailer rentals.*

- b. *U-Haul and vehicle rentals currently fall under [Section 515-3-29 Outdoor Service, Sale, and Rental](#).*
 - c. *Staff recommend that vehicle rentals should have a separate use category similar to Auto Dealerships. Equipment rental should continue to be regulated by Section 515-3-29 of the Zoning Code.*
- 3. [Table 515-2-15.1. ME Dimensional Standards – Density, Lot Size, Coverage and Height Standards](#)
 - a. Lot Size (minimum) – 12,000 SQFT
 - b. Lot Width (Frontage on public roads)(minimum) – 80’
 - c. Front Yard Setback – 0’ – 20’
 - d. Side Yard Setback – 0’ – 10’
 - e. Setback from adjacent residential district (minimum) – 20’
 - f. Rear Yard Setback (minimum) – 10’
 - i. *The current building meets all setback requirements.*
 - g. Impervious Surface – 100%
 - i. *The property is partially located in the Shoreland District with is governed by [Section 530 – Shoreland Management Regulations](#) of the City Code. Section 530 allows for a maximum of 25% impervious surface in the Shoreland District. Additionally, development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.*
 - 1. *The DNR stated that “As to the specific use of the business itself, so long as 1.) all setbacks are adhered to – including bluffs, OHW, and side yards, and 2.) all impervious (25%) and vegetation removal standards meet minimum shoreland rules, and 3.) the use is not an industrial use as defined by your ordinance, the MN DNR has no comment. Our understanding is that stormwater features are / will be incorporated into this use as well.”*
 - ii. *Staff calculate that there will be 15,651 square feet of impervious surface in the shoreland district which equates to a 20.7 impervious surface percentage.*
 - iii. *Before construction, the City Engineer will ensure that the construction and final design will meet all storm water requirements pursuant to City Code.*
- 4. The City Council and the Planning Commission shall consider possible adverse effects of the proposed amendment. Their judgment shall be based upon (but not limited to) the following factors:
 - a. The proposed action's consistency with the specific policies and provisions of the official City Comprehensive Plan.
 - i. Land Use GOAL 3: Support and invest in incremental enhancements of quality of life.
 - 1. *Encourage and attract stores and services for the daily needs of our community.*

- a. *U-Haul trucks and trailers located in a central location are beneficial to new residents moving to the community.*
- b. The proposed uses are to be compatible with present and future land uses of the area.
 - i. *The proposed rezoning and use are compatible with other surrounding uses as it abuts railroad property.*
 - ii. *The property does not directly abut other ME Zoning Districts. However, the primary ME Zoning District in Brainerd is in the general area of the proposed parcel and is located between Charles Street and railroad property.*
 - iii. *The purpose and intent of the ME Zoning District is to provide for the establishment of small start-ups, incubator and craft/maker businesses that may be appropriate in smaller buildings or on smaller parcels. This District may also incorporate light industrial, general office and commercial uses.*
 - 1. *The property is currently operating as an auto repair shop with an accessory U-Haul rental business.*
 - 2. *Auto repair and dealerships are commercial uses in Appendix A: Table of Uses. Staff propose to include vehicle rentals in the commercial use section.*
 - 3. *Rezoning to ME District and approving the proposed text amendment would allow the applicant to legally expand the U-Haul business.*
- c. The proposed use's effect upon the area in which it is proposed.
 - i. *The proposed use will not have an adverse effect on the area as vehicle repair services have been operating for a number of years in the current location.*
 - ii. *Requiring the applicant to pave the parking area will enhance the neighborhood.*
- d. Traffic generation of the proposed use in relation to capabilities of streets serving the property.
 - i. *The current business and proposed U-Haul expansion will not impact traffic on Laurel Street.*
- e. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.
 - i. *The proposed use will not have an impact on existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.*

As of this writing, no one has contacted the Community Development Department for more information on the rezoning and the zoning text amendment at 310 W Laurel St.

STAFF RECOMMENDATIONS

The Community Development Department recommends approval of the rezoning and zoning text amendment for 310 W Laurel St., Brainerd with the following conditions:

- 1) The paving project must be completed by July 31st, 2025.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☐ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
REZONING	☐ (\$350.00)	☒ (\$500.00)
VARIANCE	☐ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ (\$250.00)	☒ (\$400.00)

PROPERTY ADDRESS: 310 W Laurel ST

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

Property Owner Name: Al Schmidt TriAxis LLC

Street Address: 310 W Laurel ST City: Brainerd State: MN Zip Code: 56401

Phone Number: 218-838-4109 Fax: _____ E-mail: AL74Cuda@gmail.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-mail: _____

Description of Request: Rezone to M+E + Zoning Text Amendment for
U Haul Purposes

Al Schmidt
Property Owner Signature

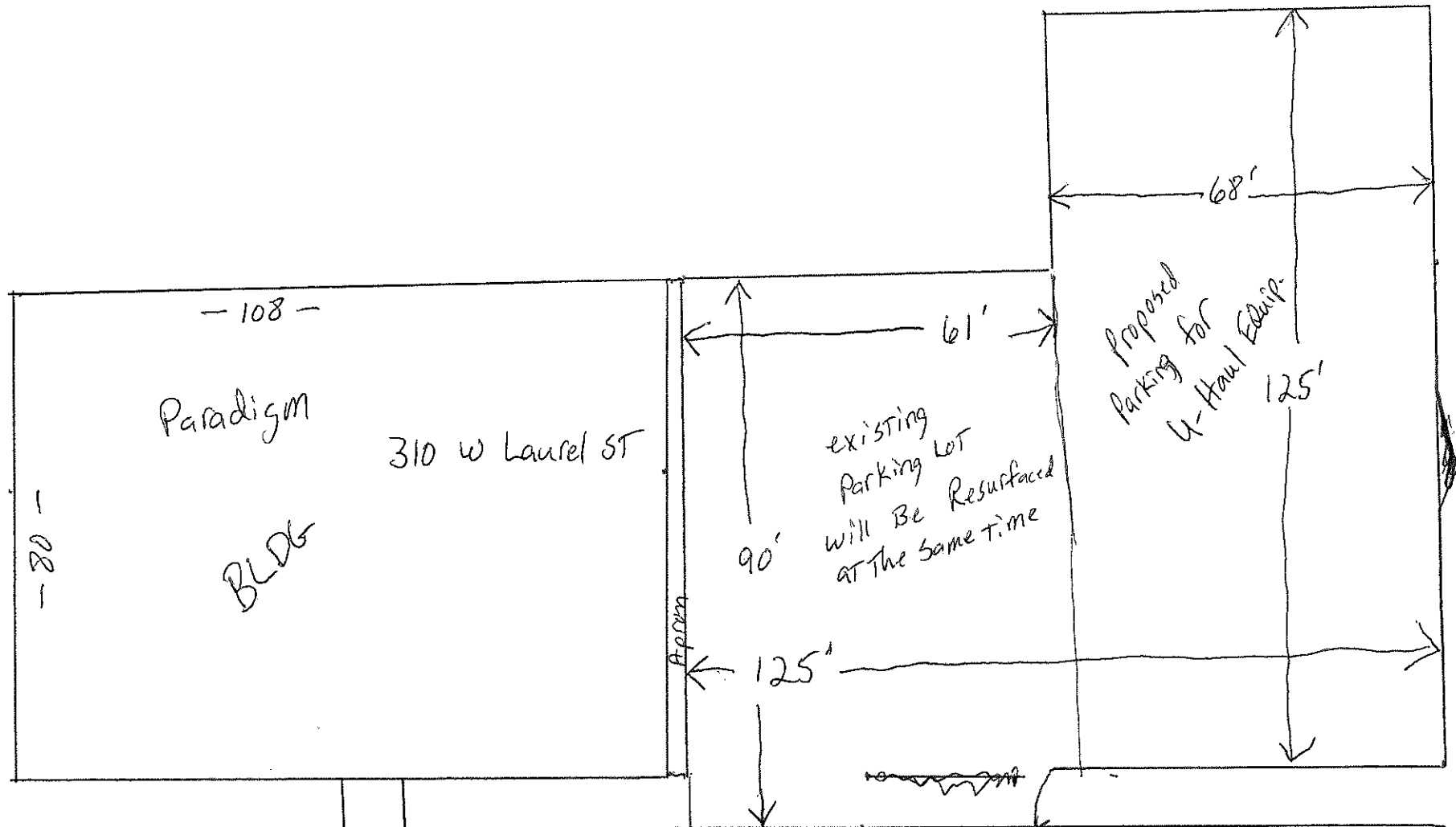
1-9-2025
Date

Al Schmidt
(Please print name)

Applicant Signature

Date

(Please print name)



**ORDINANCE
NO. 15XX**

**AN ORDINANCE AMENDING THE ZONING MAP OF
THE CITY OF BRAINERD AND SECTION 515-3 OF THE ZONING CODE**

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code,
on _____, 2025

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

SECTION ONE: The Zoning Map of the City of Brainerd is hereby amended by changing the
zoning designation of the property below from a Town Center (TC) District to a Makers &
Employment District (ME) District:

PIN 41040742 & 41040743

THE S'LY 150 FT OF BNSF RAILWAY COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 400 FT WIDE CHARTER RIGHT OF WAY BEING 200 FT WIDE ON EACH SIDE OF SD RAILWAY COMPANY'S MAIN TRACK C/L AS ORIGINALLY LOCATED & CONST UPON, OVER & ACROSS GL 7 OF SEC 4 & GL 1 OF SEC 9 ALL IN TWP 133 N RGE 28 W OF THE 5TH P/M LYING BETWEEN TWO LINES DRAWN PARA/W & DIST RESPECTIVELY 50 FT & 200 FT S'LY AS MEAS AT RIGHT ANGLES FROM SD MAIN TRACK C/L BOUNDED ON THE E BY THE W BANK OF THE MISSISSIPPI RIVER & BOUNDED ON THE W BY THE E'LY ROW LINE OF SW 4TH ST AS DEDICATED ON THE REC PLAT OF WEST BRAINERD EX THAT PT THEREOF THAT LIES NE'LY OF THE NE'LY LINE OF THIRD ST AS DEDICATED ON THE REC PLAT OF WEST BRAINERD & THE S'LY EXTENSION THEREOF. THE ABOVE DESC PARCEL INCLUDES PORTIONS OF BLK 3 THIRD ST & FLORENCE ST ALL ACCORDING TO THE REC PLAT OF WEST BRAINERD. ALSO EX THAT PT THEREOF THAT LIES SW'LY OF THE SW'LY LINE OF LOT 5 BLK 3 WEST BRAINERD & THE SE'LY EXTENSION THEREOF. THE ABOVE DESC PARCELS INCLUDE PORTIONS OF BLK 3 OF THE REC PLAT OF WEST BRAINERD.

SECTION TWO: Section 515-3 is hereby amended with the following new language underlined
and shall be added to Section 515-3 in alphabetical order with all other required numerical
sections to change in descending order:

Section 515-3-XX Vehicle and Trailer Rental

- A. Any Vehicle or Trailer Rental business must comply with the following minimum standards:
- a. Parking area shall be physically defined on the site by surfacing, curbing, landscaping, or a fence barrier.
 - b. Parking area shall be set at least three (3) feet back from all property lines.
 - c. All lighting shall be hooded and downcast so that the light source is not visible from the public right-of-way or from an abutting residence.
 - d. All display/sales/storage areas must be paved with asphalt or concrete and must comply with any requirements of the City Engineer.

SECTION THREE: Section 515-3 Appendix A Table of Uses (Commercial/ General Business Uses) is hereby amended with the following new underlined language added to the table:

ZONING DISTRICT	Section Reference	RL-1	RL-2	GL	CN-1	CN-2	TN-1	TN-2	TN-3	GC	CC	TC	MS	ME	GI	PSP	P
<u>Vehicle and Trailer Rental</u>	<u>515-3-XX</u>									<u>P</u>	<u>C</u>			<u>P</u>	<u>P</u>		

SECTION FOUR: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Tri Axis Enterprises (Paradigm Auto), 310 W Laurel St. has submitted requests for a rezoning from Town Center (TC) Zoning District to Makers and Employment (ME) Zoning District and for a zoning text amendment to allow for the operation of a U-Haul/vehicle rental businesses in the ME Zoning District. The property is legally described as:

THE S'LY 150 FE OF BNSF RAILWAY COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 400 FT WIDE CHARTER RIGHT OF WAY BEING 200 FT

THE S'LY 150 FT OF BNSF RAILWAY COMPANY'S 400 FT WIDE CHARTER ROW, BEING 200 FT WIDE ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN P.I.N. 41040742 & 41040743

Section 04, Township 133, Range 028

The application for the proposed rezoning and text amendment are on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, February 19th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the rezoning and text amendment this property.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of February, 2025



James Kramvik,
Community Development Director

Publication Date: February 8th, 2025

From: [Frie, Jacob \(DNR\)](#)
To: [James Kramvik](#)
Cc: [Petrik, Dan \(DNR\)](#); [Hoverson, Darrin \(DNR\)](#); [MN Ordinance Review \(DNR\)](#)
Subject: RE: NOH
Date: Tuesday, February 11, 2025 3:26:41 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[NOH 310 W Laurel.pdf](#)

*** **Warning:** External sender, use extreme caution with attachments and links ***

Good afternoon James:

Thank you for information related to the proposed zoning change for a U-Haul business near the Mississippi River at PID#s 41040742 and 41040743 in the City of Brainerd. The MN DNR offers the following comments concerning this proposed application:

- As to the specific use of the business itself, so long as 1.) all setbacks are adhered to – including bluffs, OHW, and side yards, and 2.) all impervious (25%) and vegetation removal standards meet minimum shoreland rules, and 3.) the use is not an industrial use as defined by your ordinance, the MN DNR has no comment. Our understanding is that stormwater features are / will be incorporated into this use as well.
- Please note, however, during the course of our review of the proposed use against the City of Brainerd’s existing Shoreland Management Ordinance (last approved by DNR on 7/25/2003), we noticed that the City of Brainerd’s current zoning districts (see here: [Zoning-2022](#)) do not match / align with the zoning districts identified in Section 530.07 Subd. 2(b)(2) of the City’s Shoreland Management Ordinance. The zoning district “Town Center” or “Makers and Employment” do not appear in that section of the Ordinance. Additionally, Section 525 of the City Code discusses Mississippi Headwaters Regulations. We do not see zoning districts listed on the zoning map for those unique areas as well. Zoning Districts within Section 530 and 525 set-forth the basis for which uses are appropriate / allowed in those areas – and therefore meet minimum Shoreland Rules. If a zoning map does not have those districts identified, it is possible certain uses or minimum performance standards within the Shoreland Areas may not be adhered to. Therefore, **due to the importance of this issue, we do plan to send a separate letter** requesting that the City of Brainerd update its “Shoreland Management Ordinance” to ensure the zoning districts identified in the Zoning Map (2022) are identified in the Shoreland Management Ordinance **within one year**. This is **pursuant to MN Statute 103F.221 Subd. 1 (b)**.

Thank you.

Jacob Frie

Area Hydrologist | Division of Ecological and Water Resources

Minnesota Department of Natural Resources

1601 Minnesota Drive

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 19th, 2025

RE: Consider Conditional Use Permit and Variance Request for Multi-Family Apartment Units at 324 S. 5th Street

REQUEST

PUBLIC HEARING. Conditional Use Permit to add two (2) additional residential apartment units on the second floor for a total of three (3) units while maintaining the existing commercial space on the first floor.

Variance request from the landscape requirements in the TC (Town Center) District for trees and shrubs.

Sharon Watland, 18506 State Hwy 371, Brainerd, owner of Suite Properties LLC has submitted a request for a Conditional Use Permit to add two (2) additional residential apartment units on the second floor.

CONTEXT

Parcel Number: 41241337 and 41241055 (parking lot)

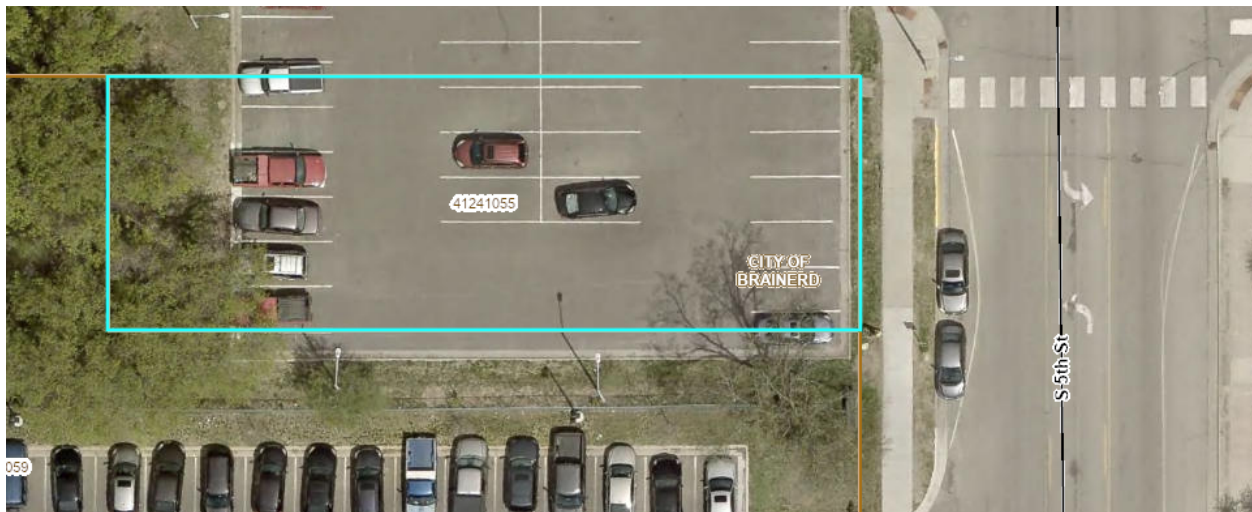
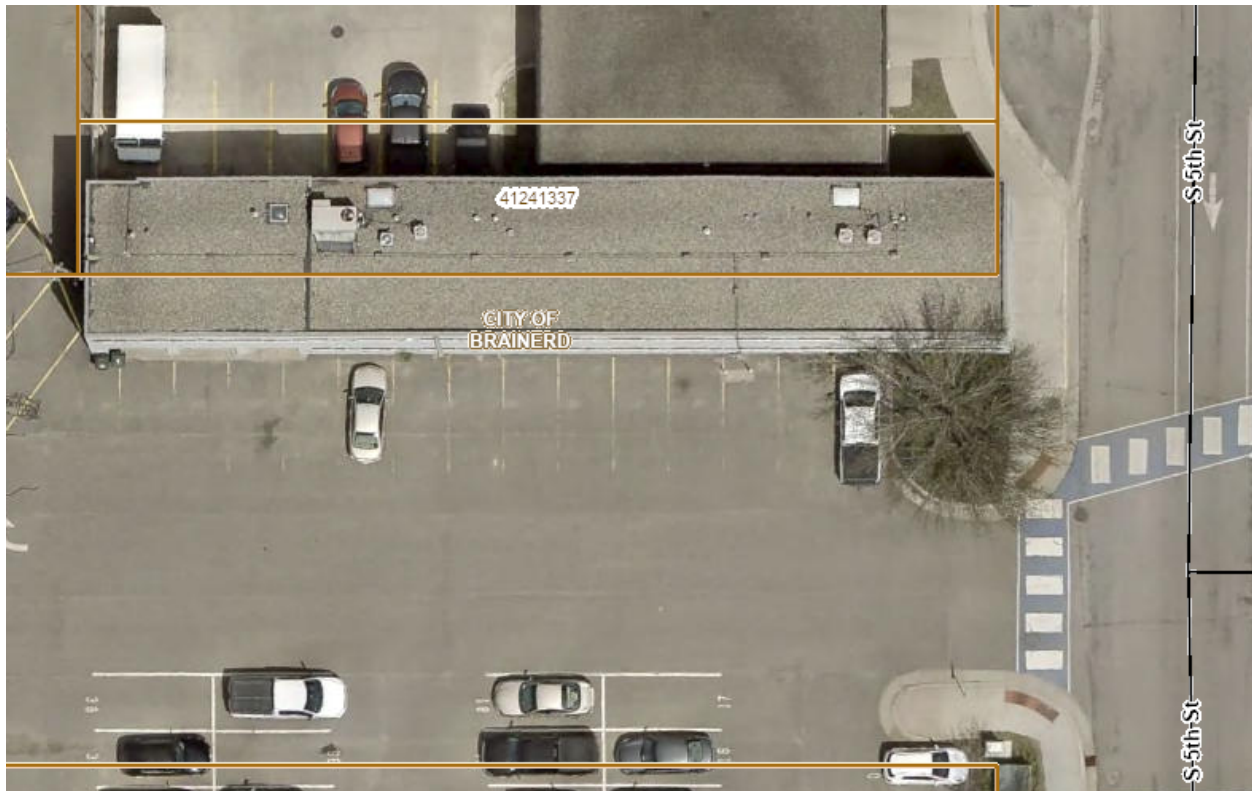
Zoning District: Town Center (TC) District

Property Area: Approximately 3,767 SQFT

Adjacent Uses: North: Postal Building
East: Office Building
South: Public Library
West: County Office Building

Adjacent Zoning: North: TC (Town Center) District
East: MS (Main Street) District
South: TC (Town Center) District
West: TC (Town Center) District

AERIAL MAP



FINDINGS OF FACT – CONDITIONAL USE PERMIT

1. The property at 324 S. 5th Street Brainerd, MN 56401 is in the TC (Town Center) District. Zoning Ordinance [515-3 Allowed Uses. Appendix A: Table of Uses](#) allows for multi-family attached dwelling units as a Conditional Use in the TC District.

2. According to [Section 515-6-2.B.39 Definitions of Use, Standards and Terms](#) the definition of a multi-family dwelling is a building designed for multiple dwelling units for occupancy by families living independently of each other.
 - a. According to [Section 515-4-2.B1 Multi-Family Dwelling](#)
 - i. Efficiency Units 400 square feet
 - ii. Two Bedroom Units 700 square feet
 - iii. More than Two Bedroom Units (An additional 100 square feet per bedroom)
 1. *The applicant is proposing the addition of one (1) 1,275 SQFT two-bedroom and one (1) 1,575 SQFT three-bedroom units. Both units meet the size requirements of the zoning code.*
3. [Table 515-2-11.1. TC Dimensional Standards – Density, Lot Size, Coverage and Height Standards](#)
 - a. Lot Size - none
 - b. Density (minimum) - 20+ DU/Acre
 - c. Front Yard Setback – 0’
 - d. Side Yard Setback – 0’
 - e. Rear Yard Setback – 0’
 - i. *The proposed project meets all dimensional standards of the TC District.*
 - ii. *There are no other residential properties on this block, the block will not exceed 20+ DU/Acre*
4. [Table 515-4-12.4 Parking Space Minimum](#)
 - a. Single-Family, Attached Single-Family, Multi-Family Dwellings, and Commercial Uses one (1) parking space per dwelling unit in the TC District.
 - b. The applicant is required to provide four (4) parking spaces for the proposed project.
 - i. *The applicant has fourteen (14) spaces along the building and another ten (10) in the Maple lot.*
5. [Criteria for Granting Conditional Use Permits.](#) In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
 - a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
 - i. *Multi-family apartments are a conditional use in the TC District. The TC Zoning District is meant to encourage the continuation of a viable, traditional downtown area by allowing retail, service, office and entertainment facilities and public and semi-public uses as well as multi-family dwelling units.*
 - ii. *The proposed residential addition adds housing and is within walking distance of downtown.*
 - b. The proposed use meets the regulations and standards established in this Ordinance.
 - i. *There are no special standards associated with this use.*
 - c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.

- i. *The structure will not be dangerous, injurious, or noxious to the surrounding properties.*
 - d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - 1. *The applicant has applied for a variance from the required landscaping requirements.*
 - 2. *The building is existing, and the applicant does not propose any exterior improvements. The existing building is orientated towards South 5th Street which is consistent with surrounding properties.*
 - e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - i. *The proposed use is consistent with the environment and the neighborhood as there are other multi-family residential structures in the neighborhood.*
 - ii. As required by [Section 515-4-2.C.2](#) Exterior Building Materials. Multi-family dwelling units shall be designed to create visual interest through a variety of materials, colors, textures, installation direction, structural elements such as balconies, porches, and wall patterns, or other characteristics that create articulation either between units or floors.
 - 1. *The existing building has an alternate siding pattern between windows and the stucco has recently been painted. However, the building may not meet the “visual interest” standard. The Commission could recommend exterior improvements.*
 - 2. *Staff recommends no conditions should added since it is an existing building that is maintained well and has an alternative siding type.*
 - f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
 - i. *As indicated in the parking calculation section, this site will have the necessary parking spaces and there should not be an increase in traffic congestion.*
 - g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
 - i. **Economic Development Goal 1:** Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 - 1. **Policy 1:** Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.
 - ii. **Housing Goal 1:** Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.
 - 1. Expand home ownership and rental opportunities through rehabilitation and new construction.
 - a. *The expansion of residential units in the proposed building adds additional rental units to Brainerd.*
6. Conditions. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse

impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses.

FINDINGS OF FACT – VARIANCE REQUEST

7. The applicant has submitted a variance request from the shrub requirements for TC multi-family properties.
 1. [Section 515-4-10.2.a General Landscaping Improvement Standards](#) states that four (4) shrubs shall be planted per dwelling unit. Two (2) perennials can be substituted for (1) shrub. Shrubs used as required screening as identified in (b) shall not be counted in meeting these requirements.
 - a. *The applicant does not greenspace to plant shrubbery as the building is built to the property extents.*
 2. [Section 515-5-4.B.3](#), General Provisions and Evaluation Criteria. – Variances shall only be permitted:
 - a. When they are in harmony with the general purposes and intent of the ordinance and:
 - i. The TC Zoning District is to encourage the continuation of a viable, traditional downtown area by allowing retail, service, office and entertainment facilities and public and semi-public uses as well as multi-family dwelling units.
 1. *This property is proposed to be used as a 3-unit multi-family building which is a conditional use in the TC District.*
 - b. When the variances are consistent with the Comprehensive Plan.
 - i. **Economic Development: Goal 1:** "Support infill and redevelopment throughout Brainerd as a strategic component of growth." Policy 1: "Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists."
 1. *Commercial properties continue to convert unused spaces to residential units as the demand for housing increases.*
 - c. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.
 3. [Section 515-5-4.B.4](#), Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.;
 - a. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
 - i. *The building has existed on the property for a number of years and the zero-foot setback is not conducive to landscaping enhancements.*
 - b. The variance, if granted, will not alter the essential character of the locality.
 - i. *This variance, if granted, will not substantially alter the character of the locality as the building is existing.*

- c. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - i. *In this case, the practical difficulties are not an economic consideration.*
- 4. [Section 515-5-4. B.5](#), The Commission may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
 - a. *Staff recommends no additional conditions.*

As of this writing, no one has contacted the Community Development Department for more information on the Conditional Use Permit and Variance application for the proposed addition of two (2) apartment units.

STAFF RECOMMENDATIONS

The Community Development Department recommends approval of the Conditional Use Permit and Variance requests for 324 S. 5th Street Brainerd



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

RESIDENTIAL

COMMERCIAL

CONDITIONAL USE PERMIT

☐

(\$350.00)

☒

(\$500.00 + \$500.00 escrow deposit)

REZONING

☐

(\$350.00)

☐

(\$500.00)

VARIANCE

☐

(\$350.00)

☒

(\$500.00 + \$500.00 escrow deposit)

ZONING TEXT AMENDMENT

☐

(\$250.00)

☐

(\$400.00)

PROPERTY ADDRESS: 324 S. 5th St., Brainerd, MN 56401

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

PID: ~~412 413 37 Commercial building & 412 410 55 Lot~~

Property Owner Name: SUITE PROPERTIES - Sharon (Sherry) Watland

Street Address: Mailing address: 18506 State Hwy 371 City: Brainerd State: MN Zip Code 56401

Phone Number: 218.330.6502 Fax: _____ E-mail: SuitePropertiesMN@gmail.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-mail: _____

Description of Request: We would like to convert a portion of our commercial office building second floor to

2 - 2 bedroom apartments

Property Owner Signature

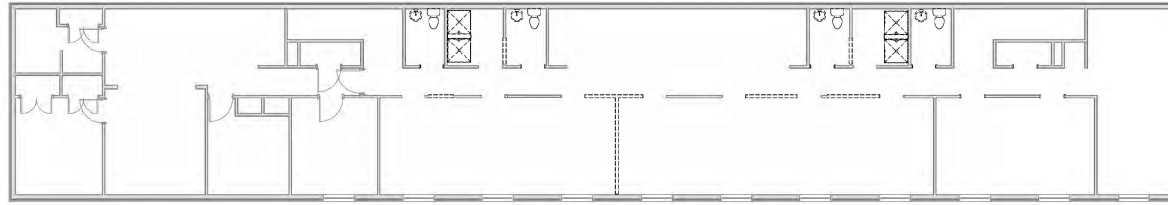
2/3/25 Date

Sharon Watland
(Please print name)

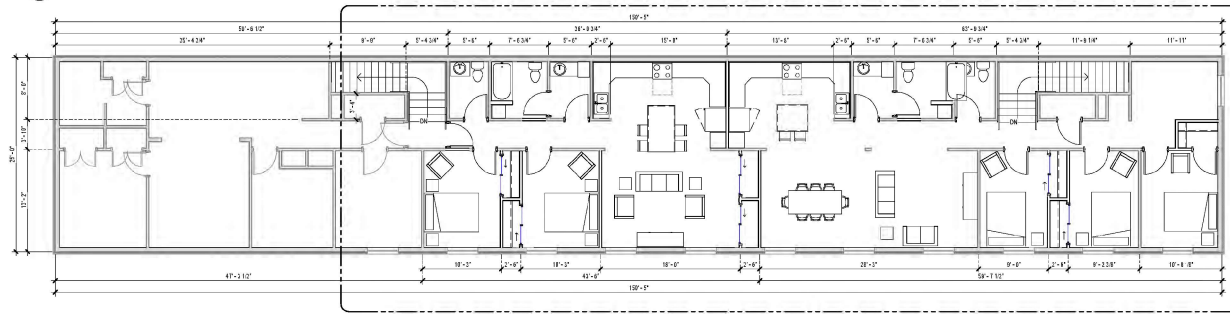
Applicant Signature

Date

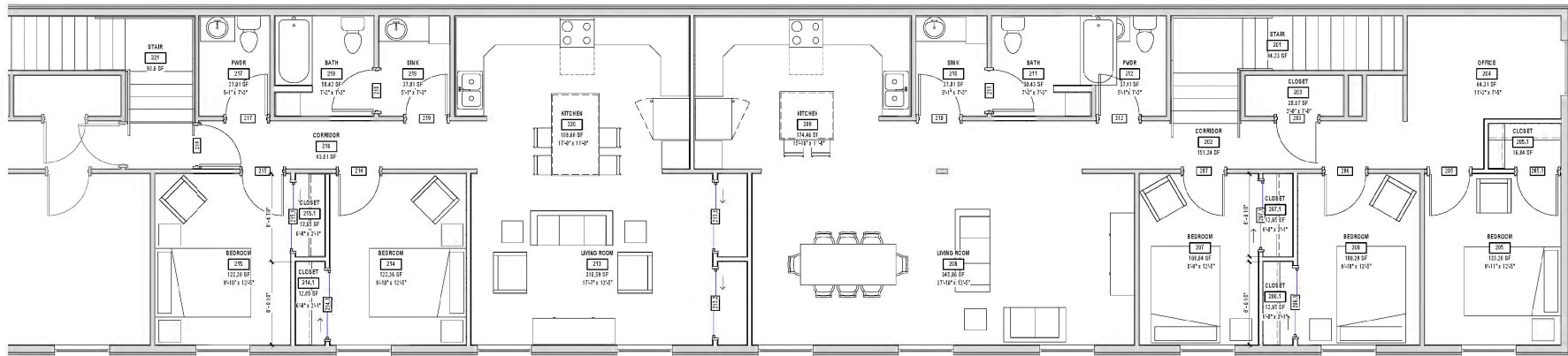
(Please print name)



2 SECOND LEVEL DEMOLITION PLAN
1/8" = 1'-0"



1 SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"



3 ENLARGED SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"

- GENERAL FLOOR PLAN NOTES:**
- ALL INTERIOR PARTITION WALLS ARE METAL STUD @ 16" O.C. WITH 5/8" GIBB EACH SIDE (U.A.D.).
 - DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
 - ALL PENDING CONDUITS AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE CONCEALED UPON OPTIMAL FINISHING AS REQUIRED IN FINISHED AREAS (SEE DISCREPANCY DRAWINGS OR NOT A.D.).
 - PROVIDE METAL PLATE BACKING AND/OR TREATED WOOD BLOCKING IN WALLS WHERE VALL-MOUNTED EQUIPMENT IS SHOWN ON PLANS OR ELEVATIONS. VERIFY HEIGHT AND LENGTH WITH ACTUAL EQUIPMENT.
 - ALL MECHANICAL EQUIPMENT PANS TO BE 4" HIGH U.A.D. LENGTH AND WIDTH OF PANS TO BE VERIFIED BY CONTRACTOR.
 - ALL CEILINGWORK IS CLEAR FROM THE CENTER OF WALL PARTITION TO CENTER OF WALL PARTITION. SEE PARTITION TYPES FOR ACTUAL THICKNESS OF PARTITION. MASONRY WALLS ARE DEMONSTRATED TO THE MINIMUM FACE.
 - ALL LETTERING DIMENSIONS ARE TO THE FACE OF STUD. ALL INTERIOR DIMENSIONS ARE TO THE CENTER OF THE WALL (U.A.D.).
 - PATCH ALL HOLES IN SURFACES WHERE EQUIPMENT HAS BEEN REMOVED OR DEMOLITION HAS OCCURRED. PREPARED SURFACES ARE REQUIRED FOR NEW FINISHES. PATCH TO MATCH ADJACENT SURFACE IF NOT SCHEDULED.
 - ALL FLOOR OPENINGS AND DEPRESSIONS IN THE WORK SHALL BE FILLED OR CLOSED U.A.D. WITH WATERSPALLS TO MATCH ADJACENT SURFACES. FINISHES ARE FIRE RATED.



NOT FOR CONSTRUCTION

COPPER CIRCLE CONCEPTS
JEFFREY WATLAND
BRAINERD, MN
SECOND LEVEL FLOOR PLAN

SHEET NO. A1.20

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Sharon Watland, owner of Suite Properties LLC, 18506 State Hwy 371, Brainerd has submitted a request for a Conditional Use Permit and Variance at 324 S 5th St, Brainerd. The CUP request is for the construction of two (2) additional residential apartment units on the second floor for a total of three (3) units while maintaining the existing commercial space on the first floor. The variance request is from the landscaping requirements for trees and shrubs in the TC (Town Center) Zoning District. The applicant is proposing no additional trees and shrubs as part of the project. The property included in this application is described as:

*Town of Brainerd & First Addition to Brainerd
Lot 001 Block 65
Parcel#: 41241337*

*Town of Brainerd & First Addition to Brainerd
Lots 11 and 12 Block 125
Parcel#: 41241055*

Section 24, Township 045, Range 031

The property is located in the TC District (Town Center) and Zoning Ordinance Section 513-3 Appendix A Table of Uses allows for a mixed-use building, including residential uses not on main floor as a Conditional Use.

A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, February 19th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit and Variance request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of February, 2025



James L. Kramvik
Community Development Director

Publication Date: February 8th, 2025

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 19th, 2025

RE: Consider Three Pete LLC Preliminary and Final Common Interest Community (CIC)
Plat for 15770 Dellwood Drive

REQUEST

Preliminary and Final Plat to create a Common Interest Community (CIC) for twelve (12) individually owned commercial or private storage units at 15770 Dellwood Drive

PUBLIC HEARING. Preliminary & Final Plat

APPLICANT: David Peterson, owner of Three Pete LLC

The purpose of this request is to create a Common Interest Community. A Conditional Use Permit to construct a mini self-storage facility was issued on 2/21/23, the applicant began site work in 2023, and the building permit was issued 7/3/24. Building #1 located on the north end is in the process of construction. The applicant was required to update the structural plans to include fire walls between units to allow for additional uses other than mini storage. The CIC plat will allow each unit to be sold to individual property owners.

CONTEXT

Parcel Number: 41320505

Zoning District: General Industrial (GI) Zoning District

Property Area: 2.53 Acres

Adjacent Uses: North: Residential Home
East: Residential Homes
South: Residential Home
West: Residential Home

Adjacent Zoning: North: Rural Living 2 (RL-2) District
 East: Rural Living 2 (RL-2) District
 South: C2 (Regional Commercial) District (Baxter)
 West: R-S (Residential Staging) District (Baxter)

AERIAL MAP



FINDINGS OF FACT – COMMON INTEREST COMMUNITY PLAT

1. Table 515-2-16.1. GI Dimensional Standards – Density, Lot Size, Coverage and Height Standards
 - a. Lot Size (minimum) – 24,000 SQFT
 - i. *Proposed lot meets the minimum lot size requirement.*
 - b. Lot Width (minimum) – 100'
 - i. *Proposed lot meets the minimum lot width requirement.*
 - c. Lot Setback from abutting residential uses – 100'
 - i. *Proposed project meets the setback standard.*

The Plat shall be approved based on the following criteria:

1. That the proposed subdivision is consistent with adopted applicable general and specific comprehensive plans of the City.

- a. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
 - i. Economic Development Goal 3: Help local businesses grow and attract new businesses in our neighborhoods, along our main corridors, and in our downtown.
 1. Policy 2: Attract new businesses best suited for the community's assets, increasing local employment options and building the city's tax base.
 2. Policy 3: Encourage entrepreneurs to start their own businesses.
 - a. *The proposed project allows new businesses and entrepreneurs to start small in their privately owned space. Small businesses in this Common Interest Development are far better for the City's tax base and economic interests compared to storage units.*
2. That the physical characteristics of this site, including but not limited to topography, percolation rate, soil conditions, susceptibility to erosion and siltation, susceptibility to flooding, water storage, drainage and retention, are such that the site are suitable for the type of development, design, or use contemplated.
 - a. *The site is suitable for the type of development proposed.*
3. That the site is physically suitable for the proposed density of development.
 - a. *The site and stormwater plans were designed by Widseth. The site, stormwater, and erosion control plans meet the requirements of the City Code and was approved by the City Engineer.*
 - b. *The development does not have a significant amount of off-street parking spaces other than what is in front of each unit. Staff recommend that the Common Interest agreement includes a provision that prohibits parking on Dellwood Drive.*
4. That the design of the subdivision or the proposed improvements are not likely to cause environmental damage.
 - a. *Stormwater will be contained on site. All future uses will be reviewed by City Staff to ensure the property meets all environmental standards.*
 - b. *The well and septic system was approved by Crow Wing County.*
5. That the design of the subdivision or the type of improvements, are not likely to cause public health problems.
 - a. *The improvements will not cause any public health problems.*
 - b. *The Building Official and Fire Marshal have no concerns at this time.*
 - c. *The building is being constructed with fire walls as required by staff.*
 - d. *As stated in the agreement under uses, no changes in the use of the Property shall be made without prior receipt of all appropriate governmental approvals and shall be consistent with the zoning restrictions on the Property.*
6. That the design of the subdivision or the type of improvements will not conflict with easements of record or with easements established by judgment of a court.
 - a. *There are currently no easements on the property.*
7. That the proposed subdivision, its site, or its design does not adversely affect the flood carrying capacity of the floodway increases flood stages and velocities or increases flood hazards within the floodway fringe or within other areas of the City.

- a. The proposed subdivision will not increase flood hazards. Stormwater controls were reviewed and approved by the City Engineer.*
- 8. The proposed subdivision is consistent with the policies and standards of the State defined shoreland, floodplain, and wetland regulations.
 - a. The proposed subdivision is outside of the shoreland district and floodplain.*
- 9. The City Council deems the subdivision is not premature.
 - a. This is an existing property within the City*
- 10. A subdivision shall be consistent with the following plans:
 - a. Brainerd Comprehensive Plan.
 - b. Brainerd Sanitary Sewer Plan/Engineering Specifications.
 - c. Brainerd Water Plan/Engineering Specifications.
 - d. Stormwater Management Plan.
 - e. Comprehensive Trail Plan.
 - f. Capital Improvement Plan.
 - i. A full list of the requirements in the capital improvement plan can be found in [Section 500-2-5.11.f](#)*
 - ii. The engineering department and community development department have no concerns with the above plans.*

As of this writing, the Community Development Department has not received any questions or concerns about this request.

STAFF OPINION/ RECOMMENDATION

Staff recommend approval of the preliminary and final plat with the following conditions:

- 1) A provision is added to the Declaration of Covenants, Conditions, Restrictions, and Easements to restrict parking on Dellwood Drive.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307 building@ci.brainerd.mn.us

www.ci.brainerd.mn.us

PRELIMINARY PLAT/FINAL PLAT/P.U.D APPLICATION

☒ **PRELIMINARY PLAT** (\$500.00 + \$30.00/lot residential + \$1,000.00 escrow deposit)
(\$600.00 + \$50.00/lot commercial + \$1,000.00 escrow deposit)

☒ **FINAL PLAT** (fee included with Preliminary Plat)

☐ **PLANNED UNIT DEVELOPMENT** (\$1,000 + \$2,000 escrow deposit/residential)
(\$1,500 + \$2,000 escrow deposit/commercial)

PROPERTY ADDRESS: 15770 1550 Dellwood Drive

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy) PID 41320505

Property Owner Name: Three Pete LLC

Street Address: 1107 South 6th St City: Brainerd State: MN Zip Code: 56401

Phone Number: 218-820-7841 Fax: _____ E-mail: dpeterson6@live.com

Applicant Name: (if different than Property Owner) Three Pete LLC

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-Mail: _____

Description of Request: _____

Plot for property
CIC

[Signature]

Property Owner Signature

David K. Peterson

(Please print name)

1-15-2027

Date

Applicant Signature

Date

(Please print name)

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), Section 32, Township 134 North, Range 28, described as follows, to wit: Beginning at the Southwest Corner, thence North 275 feet along Westerly line of said NW1/4 NW1/4; thence 400 feet East at right angles; thence South 275 feet at right angles; thence West 400 feet to the Point of Beginning

Which fully and accurately depicts all information required by Minnesota Statutes Section 515B.2-110 (c).

Dated this _____ day of _____, 2025.

James Kramer, Licensed Land Surveyor
Minnesota License Number 23668

STATE OF MINNESOTA
COUNTY OF

The foregoing Surveyor's Certification was acknowledged before me this _____ day of _____, 2025 by James Kramer, Licensed Land Surveyor, Minnesota License Number 23668.

(Notary Signature) _____ (Notary Printed Name)

Notary Public _____ County, Minnesota

The plat of COMMON INTEREST COMMUNITY NUMBER 1164, A PLANNED COMMUNITY, DELWOOD INDUSTRIAL PARK, was approved by the City Council for Brainerd, Minnesota, this _____ day of _____, 2025.

Mayor

Attest City Clerk

Pursuant to Minnesota Statutes, Section 515B.1-116 and Section 272.12, taxes payable in the year _____ on real estate hereinbefore described, have been paid; there are no delinquent taxes and transfer entered, on this _____ day of _____, 20____.

County Auditor / Treasurer, Crow Wing County, Minnesota

West Quarter corner of
Sec. 32, Twp. 134, Rng. 28
Document Number 987733
Bihar

SEC. 32, TWP. 134, RNG. 28

COMMON ELEMENT

PROPERTY BOUNDARY MONUMENT LEGEND

- ☐ SET IRON PIPE WITH CAP STAMPED "KRAMER 23668"
- ☒ FOUND IRON MONUMENT
- ☐ GOVERNMENT SECTION CORNER MONUMENT

ORIENTATION OF THIS BEARING
SYSTEM IS BASED ON THE CROW WING
COUNTY COORDINATE SYSTEM
NAD 83 (1986 ADJ.)

KLD

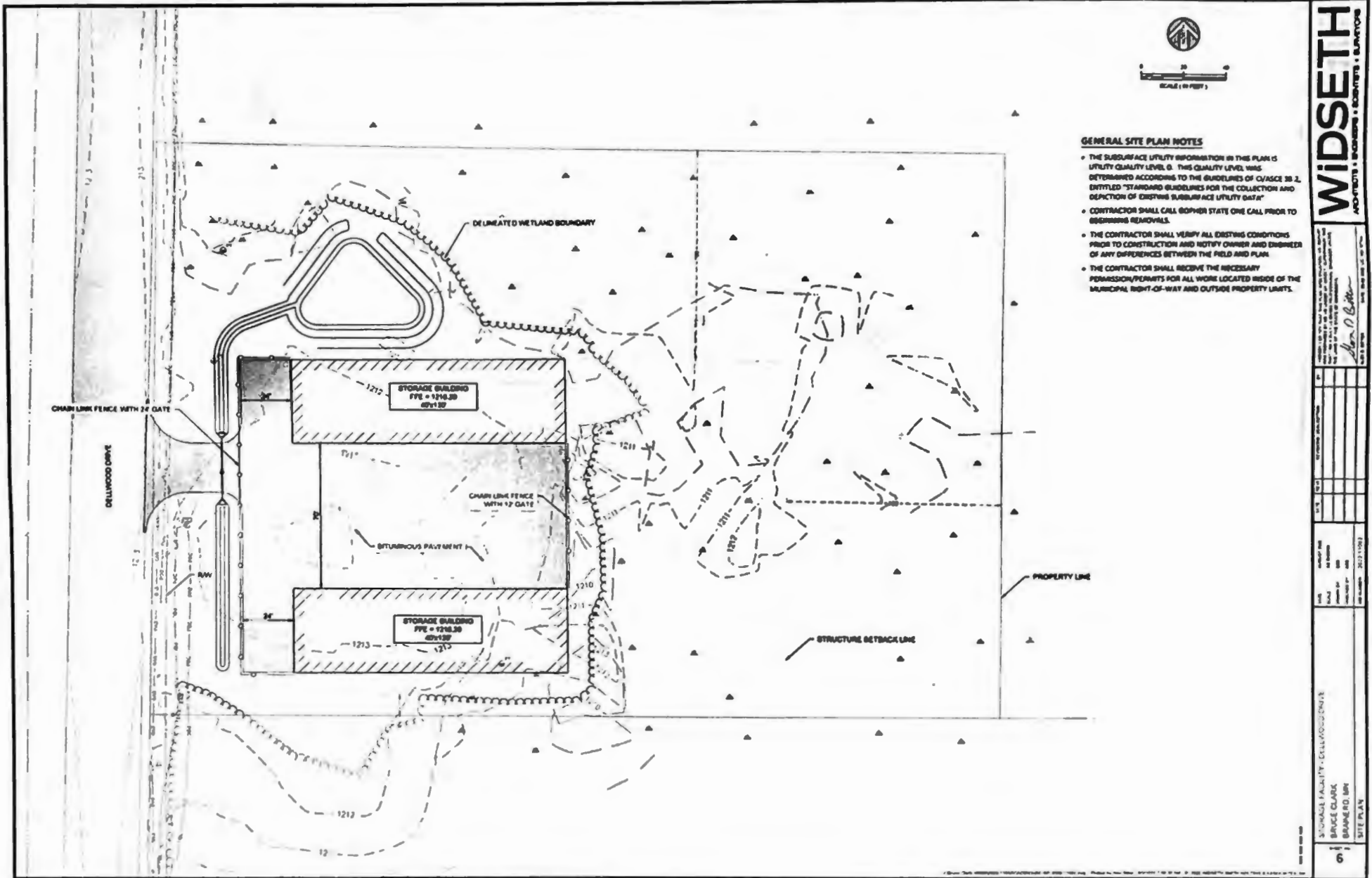
1120 Industrial Park Pl.
Avondale, MN 55401
248-029-5333

17 North 15th Avenue
St. Cloud, MN 56303
320-256-1266

KRAMER LEAS DELO
SURVEYING • ENGINEERING • PLANNING
BRANDER • ST. CLOUD

Sheet No. 1 of 1

41320505



GENERAL SITE PLAN NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 0. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF Q/ASCE 38.2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- CONTRACTOR SHALL CALL BOPHER STATE ONE CALL PRIOR TO BEGINNING REMEDIATION.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS/PERMITS FOR ALL WORK LOCATED INSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND OUTSIDE PROPERTY LINES.

WIDSETH
AND ASSOCIATES • ENGINEERS • SURVEYORS

PROJECT: STORMWATER TREATMENT FACILITY - DALLWOOD DRIVE
SINCE CLARK, BRANES RD, MN
DATE: 2023.10.23
SHEET: 01 OF 01

THREE PETE LLC STORAGE FACILITY BRainerd, MN

3-22-24

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

LIC. # 45743

DATE: 3-22-24

TRAVIS MILLER

CODE DATA:

APPLICABLE CODES:

2018 INTERNATIONAL BUILDING CODE
2020 MN BUILDING CODE
2020 MN ACCESSIBILITY CODE
2020 MN STATE FIRE CODE
2024 MN ENERGY CODE

BUILDING AREA:

BUILDING - 5,120 S.F.
TOTAL - 5,120 S.F.

OCCUPANCY CLASSIFICATION:
S-1 STORAGE-MODERATE HAZARD (MISC. STORAGE)

OCCUPANCY SEPARATION:
NOT REQUIRED

HORIZONTAL ASSEMBLIES AT FLOORS:
NOT APPLICABLE

SHAFT ENCLOSURES:
NOT APPLICABLE

EXTERIOR WALLS:
0 HOUR
X-30 (TABLE 602, VB)

DRAFTSTOPPING:
REQUIRED AT ATTIC

FIRE WALLS:
NOT APPLICABLE

FIRE PARTITIONS (CORRIDORS):
NOT APPLICABLE

FIRE BLOCKING:
REQUIRED IN WALL CAVITIES > 10"
(HEATED STORAGE)

ALLOWABLE AREA:
PER TABLE 506.2
CONSTRUCTION TYPE: VB - NON-SPRINKLERED

GROUP S-1 - 9,000 S.F. PER STORY
SPRINKLER INCREASE - NOT APPLICABLE
FRONTAGE INCREASE - (75%) 6,750 S.F.
TOTAL AREA = 15,750 S.F. > 5,120 S.F. (OK)

FIRE SPRINKLERS:

GROUP S-1
FIRE AREA = 5,120 < 12,000 S.F. - OK
FIRE SPRINKLERS, NOT REQUIRED

ALLOWABLE HEIGHT:

TABLE 504.4
GROUP S-1
ALLOWABLE HEIGHT = 1 STORIES (20 EA)
SPRINKLER INCREASE = NA
ACTUAL - 1 STORIES - 10'-0" (OK)

OCCUPANT LOAD:
S-1 OCCUPANCY

ROOM NAME	OCCUPANT LOAD	SUBTOTAL
SHOP	5,120/500	22.0
TOTAL		10.0

TOTAL OCCUPANT LOAD = 10

EXIT NOTES:

- PER TABLE 1006.3.3 (S-1) = 10 OCCUPANTS = 1 EXIT REQUIRED PER LEASE SPACE; (6) PROVIDED
- EXIT WIDTH:
2 X 0.2 = .4 INCHES REQUIRED; PROVIDED = 33.625"
- MAX TRAVEL DISTANCE TO EXIT:
PER TABLE 1017.2 - 200 FEET
ACTUAL MAXIMUM: 42'-0"
- MIN DISTANCE BETWEEN EXITS:
NA; (1) EXIT REQUIRED

MISC. CODE NOTES:

- DOOR HARDWARE TO BE ADA COMPLIANT LEVER STYLE LATCHES
- PROVIDE A MINIMUM OF (6) FIRE EXTINGUISHERS. SEE PLAN FOR LOCATION
- SEE ELECTRICAL DRAWINGS FOR EMERGENCY EXITING & LIGHTING
- ALL INTERIOR ROOM SIGNAGE SHALL BE ADA COMPLIANT. SEE 2/11
- G.C. TO PROVIDE BUILDING OFFICIAL U-VALUE DATA OF ALL WINDOWS & DOORS
- G.C. TO PROVIDE BUILDING OFFICIAL ENGINEERED DRAWINGS OF ALL PRE-ENGINEERED ROOF TRUSSES
- ARCHITECTURAL PLAN REVIEW REQUIRED FOR ALL FUTURE TENANT BUILD-OUTS
- FUTURE (B, F-1, M, S-1) OCCUPANCIES ALLOWED W/ NO SEPARATION REQUIRED
- ANY WOODWORKING (F-1) OCCUPANCY TO BE UNDER 2,500 S.F.
- ANY COMMERCIAL VEHICLE REPAIR/STORAGE (S-1) OCCUPANCY TO BE UNDER 5,000 S.F.

TOILET ROOM REVIEW:

PER TABLE 2902.1 (EXCEPTION)

WHEN APPROVED BY BUILDING OFFICIAL, BUILDINGS OR STRUCTURES THAT ARE NORMALLY UNOCCUPIED SUCH AS PICNIC SHELTERS, AMPHITHEATERS, SMALL TRANSIT STOP STATIONS, COLD STORAGE BUILDINGS, UTILITY SHEDS, WARMING HOUSES, KIOSKS, CONCESSIONS STANDS & SIMILAR STRUCTURES NEED NOT BE PROVIDED WITH RESTROOM FACILITIES.

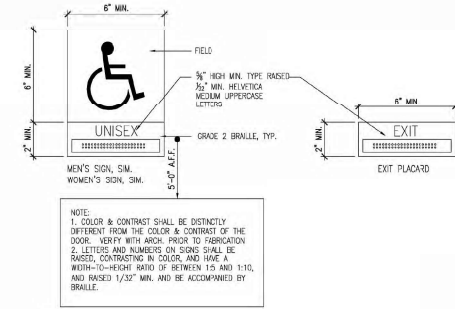
THE STORAGE BUILDING WILL PRIMARILY BE UNOCCUPIED. TOILET FACILITIES MAY BE AT TIME OF TENANT BUILD-OUT

ENERGY CODE:

PER TABLE 5.5.7 - STANDARD 90.1 - 2022 (CLIMATE ZONE 7)

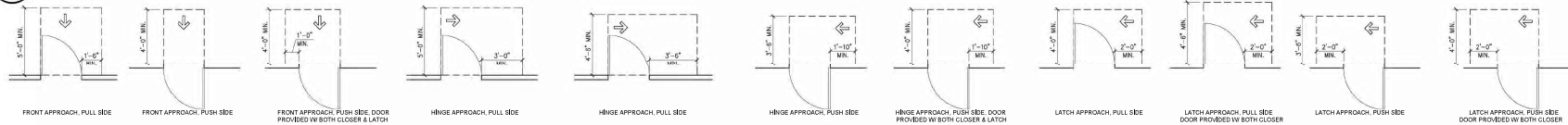
ROOF	(ATTIC)	REQUIRED: R-60	PROVIDED: R-60
WALLS ABOVE GRADE	(WOOD-FRAMED/OTHER): (UNHEATED SLAB): (ENTRANCE DOOR): (FIXED WINDOW-WALL): (OPERABLE WINDOW-WALL): (DOORS & WINDOWS)	REQUIRED: R-13 + 7.561 REQUIRED: R-20 (MIN. 24") REQUIRED: U-0.08 REQUIRED: U-0.33 REQUIRED: U-0.40 REQUIRED: .45	PROVIDED: R-2061 PROVIDED: R-20 (24") PROVIDED: U-0.08 PROVIDED: U-0.26 PROVIDED: U-0.26 PROVIDED: .22

NOTE:
BUILDING IS TO BE UNHEATED AND NOT INSULATED.

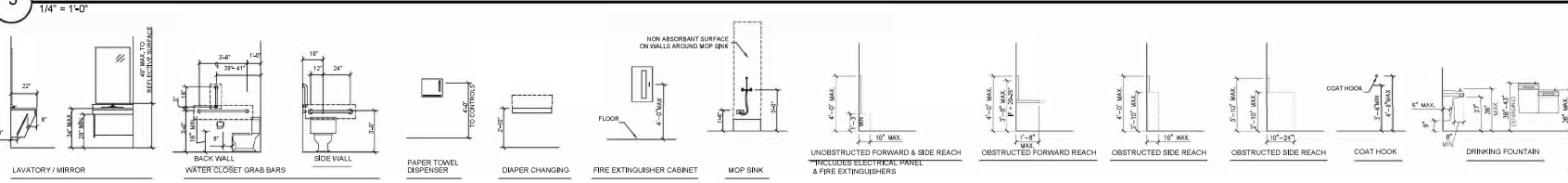


2 ADA SIGNAGE

1 CODE REVIEW



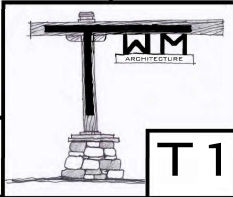
3 REQUIRED CLEARANCES AT DOORS



4 STANDARD ADA MOUNTING HEIGHTS

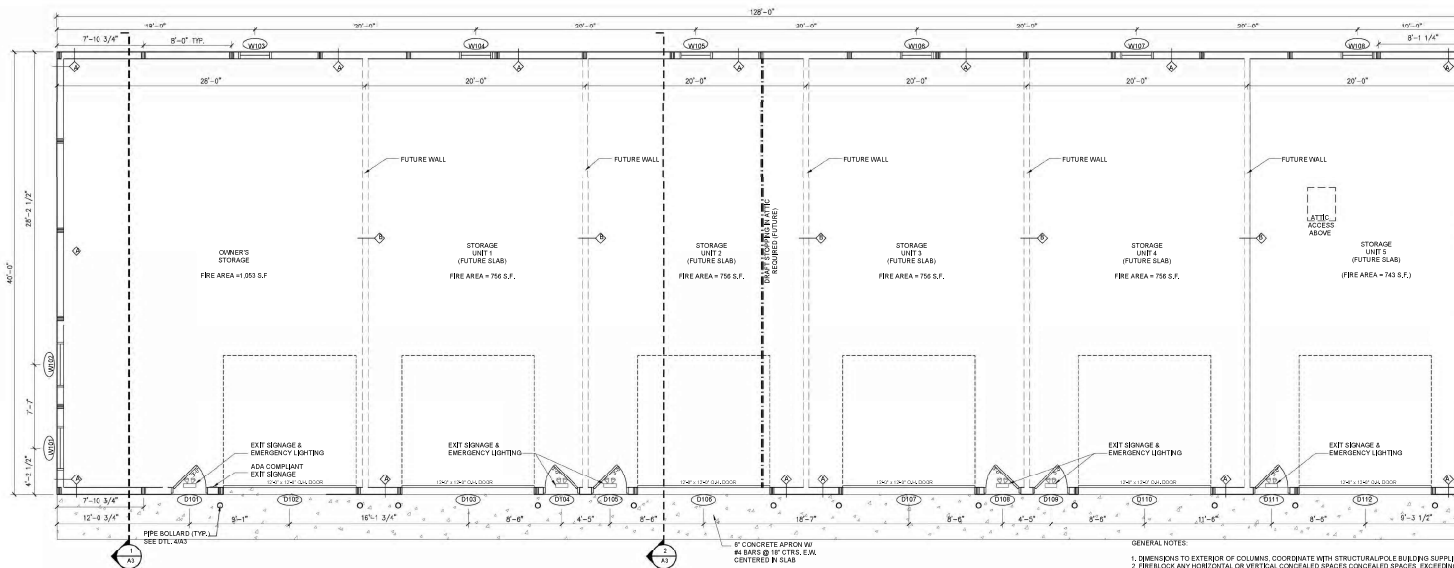
DRAWING INDEX

- T1 - TITLE SHEET & CODE INFORMATION
- A1 - FLOOR PLAN, SCHEDULES & WALL TYPES
- A2 - EXTERIOR ELEVATIONS
- A3 - SECTIONS, ROOF PLAN, INTERIOR ELEVATIONS



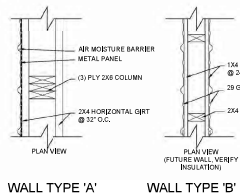
THREE PETE LLC
STORAGE FACILITY
BRainerd, MN

T1



1 FLOOR PLAN (NORTH BUILDING)

3/16" = 1'-0" ON 24 X 36 PAPER

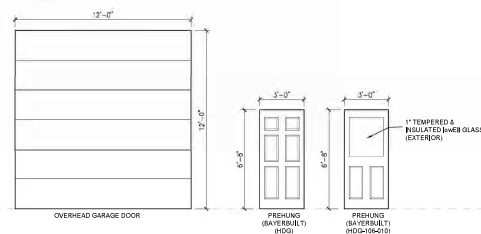


WALL TYPE 'A'

WALL TYPE 'B'

2 WALL TYPES

1" = 1'-0" ON 24 X 36 PAPER



3 DOOR ELEVATIONS

1/4" = 1'-0" ON 24 X 36 PAPER

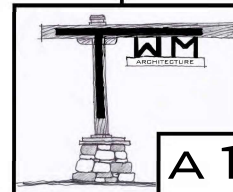
4 WINDOW ELEVATIONS

1/4" = 1'-0" ON 24 X 36 PAPER

DOOR NO.	LOCATION	COMPANY OR DOOR TYPE	PART # OR FRAME TYPE	ROUGH OPENING W x H	HEADER HEIGHT	HEADER MATERIAL	FIRE RATING	HARDWARE SET	COMMENTS
D101	OWNER'S STORAGE	BAVERBUILT	HDS-10410	3'-2 1/2" X 6'-10 1/2"	6'-10 1/2"	BY SUPPLIER	-	-	ADA THRESHOLD
D102	OWNER'S STORAGE	CLOPLAY	3721	12'-0" X 12'-0 3/4"	12'-0 3/4"	BY SUPPLIER	-	-	OVERHEAD GARAGE DOOR, POLYURETHANE CORE, R-10/4
D103	STORAGE UNIT 1	CLOPLAY	3721	12'-0" X 12'-0 3/4"	12'-0 3/4"	BY SUPPLIER	-	-	OVERHEAD GARAGE DOOR, POLYURETHANE CORE, R-10/4
D104	STORAGE UNIT 1	BAVERBUILT	HDS-10410	3'-2 1/2" X 6'-10 1/2"	6'-10 1/2"	BY SUPPLIER	-	-	ADA THRESHOLD
D105	STORAGE UNIT 2	BAVERBUILT	HDS-10410	3'-2 1/2" X 6'-10 1/2"	6'-10 1/2"	BY SUPPLIER	-	-	ADA THRESHOLD
D106	STORAGE UNIT 2	CLOPLAY	3721	12'-0" X 12'-0 3/4"	12'-0 3/4"	BY SUPPLIER	-	-	OVERHEAD GARAGE DOOR, POLYURETHANE CORE, R-10/4
D107	STORAGE UNIT 3	CLOPLAY	3721	12'-0" X 12'-0 3/4"	12'-0 3/4"	BY SUPPLIER	-	-	OVERHEAD GARAGE DOOR, POLYURETHANE CORE, R-10/4
D108	STORAGE UNIT 3	BAVERBUILT	HDS-10410	3'-2 1/2" X 6'-10 1/2"	6'-10 1/2"	BY SUPPLIER	-	-	ADA THRESHOLD
D109	STORAGE UNIT 4	BAVERBUILT	HDS-10410	3'-2 1/2" X 6'-10 1/2"	6'-10 1/2"	BY SUPPLIER	-	-	ADA THRESHOLD
D110	STORAGE UNIT 4	CLOPLAY	3721	12'-0" X 12'-0 3/4"	12'-0 3/4"	BY SUPPLIER	-	-	OVERHEAD GARAGE DOOR, POLYURETHANE CORE, R-10/4
D111	STORAGE UNIT 5	BAVERBUILT	HDS-10410	3'-2 1/2" X 6'-10 1/2"	6'-10 1/2"	BY SUPPLIER	-	-	ADA THRESHOLD
D112	STORAGE UNIT 5	CLOPLAY	3721	12'-0" X 12'-0 3/4"	12'-0 3/4"	BY SUPPLIER	-	-	OVERHEAD GARAGE DOOR, POLYURETHANE CORE, R-10/4

WINO NO.	LOCATION	WINDOW #	ROUGH OPENING W x H	HEADER HEIGHT	HEADER MTL.	COMMENTS
W101	OWNER'S STORAGE	TYPE 1	4'-0 1/2" X 3'-4 1/2"	6'-10 1/2"	BY SUPPLIER	FIXED WINDOW
W102	OWNER'S STORAGE	TYPE 1	4'-0 1/2" X 3'-4 1/2"	6'-10 1/2"	BY SUPPLIER	FIXED WINDOW
W103	OWNER'S STORAGE	TYPE 2	3'-2 1/2" X 2'-4 1/2"	14'-0"	BY SUPPLIER	FIXED WINDOW
W104	STORAGE UNIT #1	TYPE 2	3'-2 1/2" X 2'-4 1/2"	14'-0"	BY SUPPLIER	FIXED WINDOW
W105	STORAGE UNIT #2	TYPE 2	3'-2 1/2" X 2'-4 1/2"	14'-0"	BY SUPPLIER	FIXED WINDOW
W106	STORAGE UNIT #3	TYPE 2	3'-2 1/2" X 2'-4 1/2"	14'-0"	BY SUPPLIER	FIXED WINDOW
W107	STORAGE UNIT #4	TYPE 2	3'-2 1/2" X 2'-4 1/2"	14'-0"	BY SUPPLIER	FIXED WINDOW
W108	STORAGE UNIT #5	TYPE 2	3'-2 1/2" X 2'-4 1/2"	14'-0"	BY SUPPLIER	FIXED WINDOW

NOTES:
 1. SEAL WITH LOW EXPANSION SPRAY FOAM AROUND ALL WINDOW OPENINGS
 2. VINYL WINDOWS TO BE WHITE INTERIOR & EXTERIOR
 3. EXTENSION JAMES TO BE PL WOOD, PAINTED
 4. ALL WINDOWS TO BE ENERGY EFFICIENT
 5. VERIFY ALL WINDOW R-VALUES BY WINDOW SUPPLIER OR EXISTING WINDOW PRIOR TO FRAMING
 6. ALL GLASS TO BE LEAD-FREE FILLED PER ENERGY CODE REQUIREMENTS



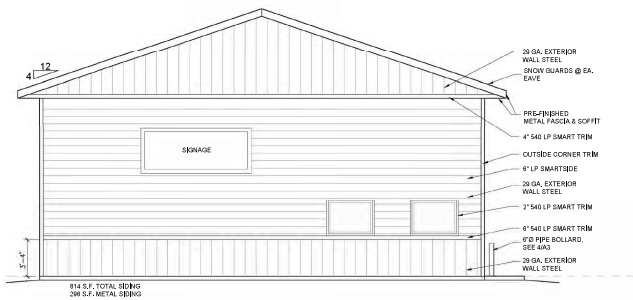
3-22-24

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

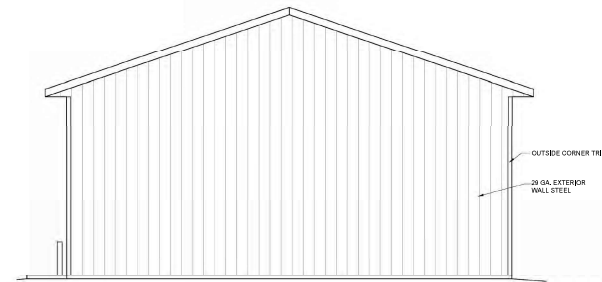
TRAVIS MILLER DATE: 3-22-24 LIC. # 45743

THREE PETE LLC
STORAGE FACILITY
BRainerd, MN

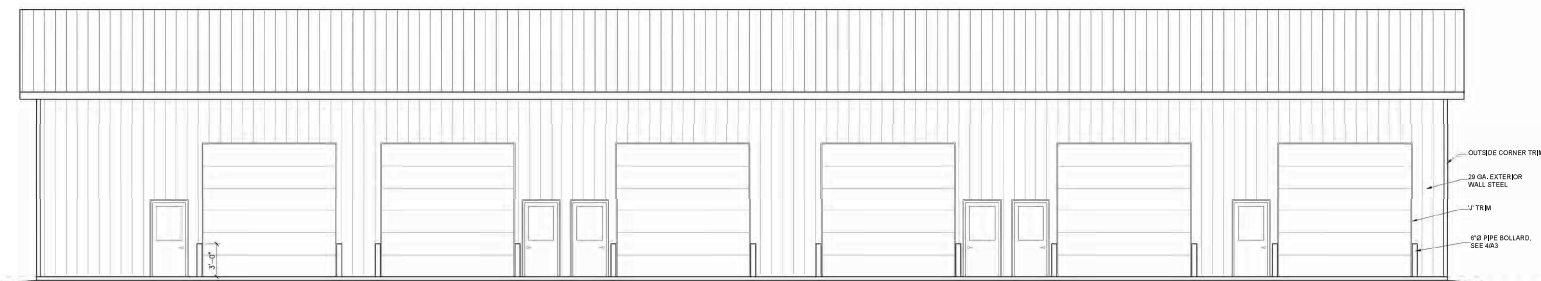
A1



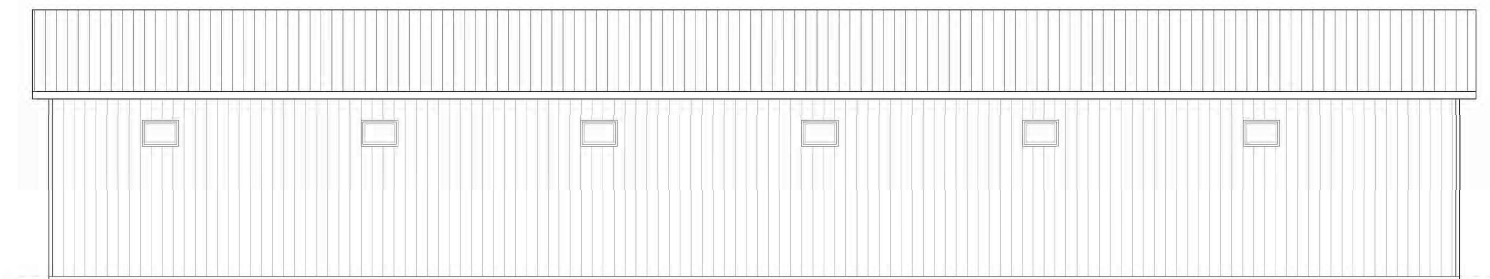
1 WEST ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



2 EAST ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



3 SOUTH ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



4 NORTH ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER

3-22-24

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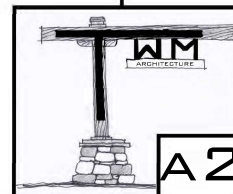
Travis Miller

LIC. # 45743

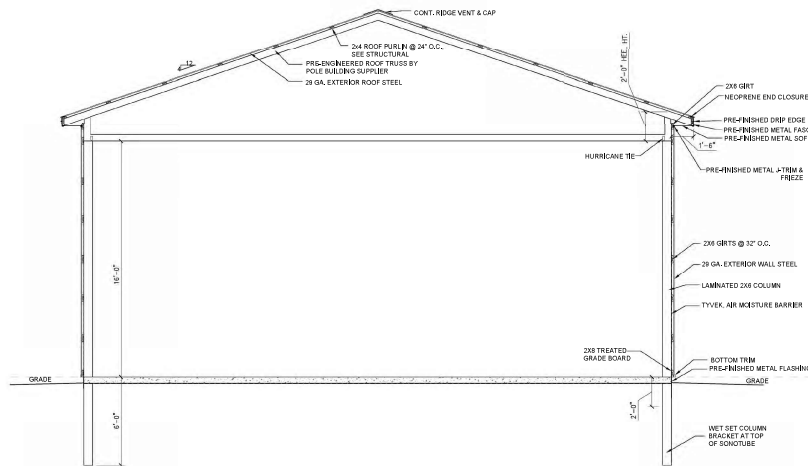
DATE: 3-22-24

TRAVIS MILLER

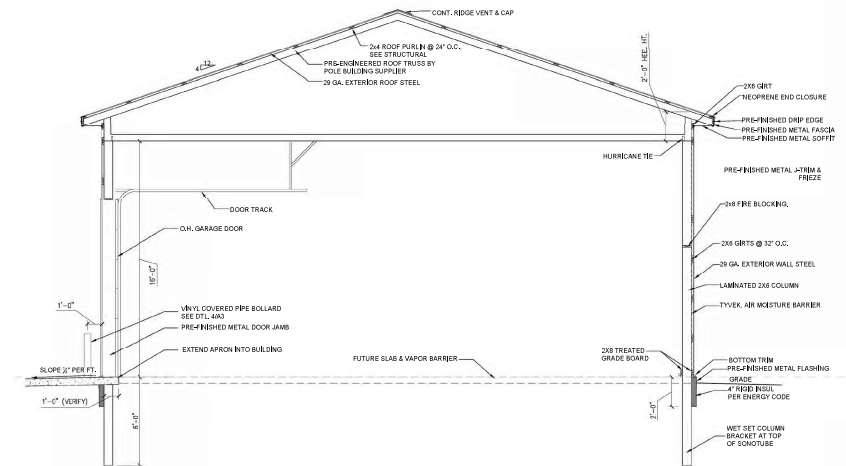
THREE PETE LLC
STORAGE FACILITY
BRainerd, MN



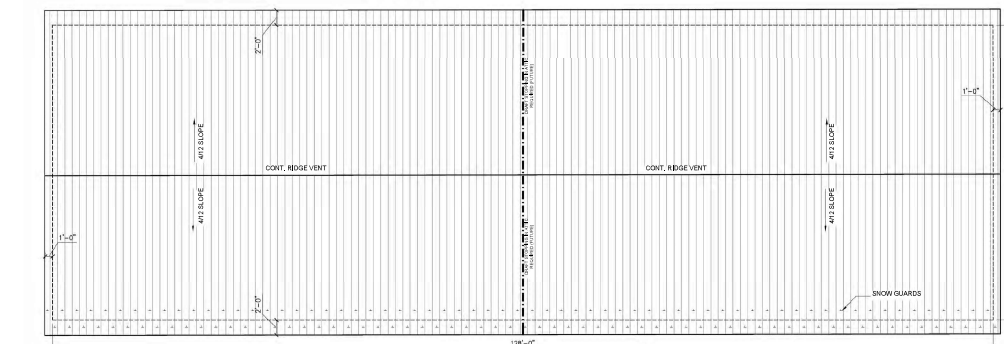
© TWM ARCHITECTURE COPYRIGHT 2024



1 BUILDING SECTION
1/4" = 1'-0" ON 24 X 36 PAPER

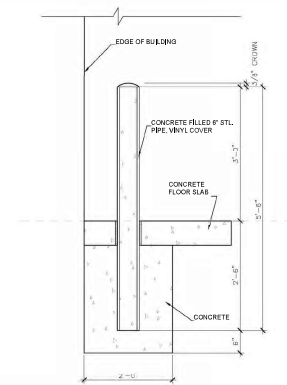


2 BUILDING SECTION
1/4" = 1'-0" ON 24 X 36 PAPER



3 ROOF PLAN
1/8" = 1'-0" ON 24 X 36 PAPER

ROOFING NOTES:
1. VERIFY METAL ROOF COLOR
2. CONTINUOUS RIDGE VENT
3. DRAFT STOPPING IN ATTIC REQUIRED
6A FINE AREA TO BE 0.000 S.F. IF ATTIC IS ENCLOSED
4. SNOW GUARDS BARS ON ROOF



4 BOLLARD DETAIL
3/4" = 1'-0" ON 24 X 36 PAPER

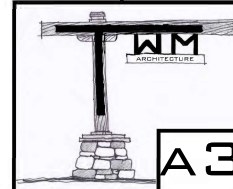
NOTES:
1. OPTION FOR BOLTED DOWN BOLLARD
2. PIPE BOLLARDS SET 12\"/>

3-22-24

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

TRAVIS MILLER DATE: 3-22-24 LIC. # 45743

THREE PETE LLC
STORAGE FACILITY
BRainerd, MN



A3

(Above Space Reserved for Recording Data)

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS**

**DELLWOOD INDUSTRIAL PARK
CIC NO. 1164**

This Declaration is made in the County of Crow Wing, State of Minnesota, on this _____ 2025, by Three Pete L.L.C. (the "Declarant"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act, hereinafter referred to as the "Act", for the purposes of creating "Dellwood Industrial Park" a planned condominium commercial community.

WHEREAS, Declarant is the Owner of certain real property located in Crow Wing County, Minnesota, legally described in Exhibit A-1 attached hereto, and Declarant desires to submit said real property and all improvements thereon (collectively the "Property") to the Act and;

WHEREAS, Declarant desires to establish on the property a plan for a commercial community to be owned, occupied and operated for the use, health, safety and welfare of its Owners and Occupants, and their guests and for the purpose of preserving the value, the structural quality, and the architectural and aesthetic character, of the Property and;

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing common interest ownership, and is not subject to a master association as defined in the Act.

THEREFORE, Declarant makes the Declaration and submits the Property to the Act as a planned community under the name "Dellwood Industrial Park", Common Interest Community No. 1164, consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest herein, and their heirs, personal representatives, successors and assigns.

SECTION 1
DEFINITIONS

The following words when used in the Governing Documents shall give the following meanings (unless the context indicates otherwise):

1.1 **"Association"** shall mean Dellwood Industrial Park Association, Inc., a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B.3-101, whose members consist of all Owners as defined herein.

1.2 **"Architectural Review Committee" or "ARC"** shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.3 **"Board"** shall mean the Board of Directors of the Association as provided for in the By-Laws.

1.4 **"Building"** shall mean a part of a building consisting of one or more floors, designed and intended for occupancy by a commercial establishment, and located within the boundaries of a Unit.

1.5 **"By-Laws"** shall mean the By-Laws governing the operation of the Association, as amended from time to time.

1.6 **"Commercial Unit"** shall mean any platted lot subject to this Declaration upon which a Building is located or intended to be located, as shown on the Plat, including all improvements thereon, but excluding the Common Elements.

1.7 **"Common Elements"** shall mean all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Elements are legally described in **Exhibit B** attached hereto.

1.8 **"Common Expenses"** shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation allocation to reserve those items specifically identified as Common Expenses in the Declaration or By-Laws.

1.9 **"Declarant"** shall mean and refer to Three Pete L.L.C., their successors and assigns, as well as to any person, who, under the terms of this Declaration or by law, succeeds to any Special Declarant Rights. "Declarant" shall also mean and include an "Affiliate of a Declarant" as the term is used in the Act.

1.10 **"Development"** shall mean and refer to the Property and all improvements located or constructed thereon.

1.11 **"Eligible Mortgagee"** shall mean any Person owning a mortgage on any Unit,

which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.12 **"Governing Documents"** shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.13 **"Improvements"** shall mean and refer to all structures of any kind, including but not limited to any building, wall, fence, sign, paving, grading, screen enclosure or screening of any type, sewer, drain, driveway, sidewalk, decorative building, planting, landscaping, landscaping device or object or any or all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.14 **"Limited Common Elements"** shall mean all parts of the Common Elements that are reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated from the Property except the Units.

1.15 **"Lot"** shall mean and refer to any tract of land located within the Property which is intended for use as, or used as, a site for a Building.

1.16 **"Management Agent"** shall mean the person, persons, or service company, if any, hired or appointed by the Association to manage the Property from time to time.

1.17 **"Member"** shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.18 **"Occupant"** shall mean any person or persons, including, without limitation, any owner, or any guest, invitee or tenant occupying or otherwise using a Unit within the Development.

1.19 **"Owner"** shall mean a person who owns a Unit, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 51SB.1-103(29) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.

1.20 [This section is intentionally left blank.]

1.21 **"Person"** shall mean a natural individual, corporation, Limited Liability Company, partnership, trustee, or other legal entity capable of holding title to real property or having legal identity before a Minnesota Court of Law.

1.22 **"Plat"** shall mean the recorded plan depicting the Property pursuant to the requirements of Section 515B.2-110(d) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, including any amended Plat recorded from time to time in accordance with the Act.

1.23 **"Property"** shall mean all of the real property submitted to this Declaration, including the Buildings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A-1 attached hereto.

1.24 **"Rules and Regulations"** shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6

1.25 **"Unit"** shall mean any Commercial Unit.

Any terms used in the Governing Documents, and defined in the Act, and not in this section, shall have the meaning set forth in the Act.

SECTION 2 **DESCRIPTION OF UNITS** **AND APPURTENANCES**

2.1 **Units.** This Common Interest Community consists of _____ commercial Units. Residential use is not permitted. The Unit identifiers and locations of the Units are as shown on the Dellwood Industrial Park Plat, incorporated herein by reference, and a schedule of Units is set forth on Exhibit A-1. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

2.2 **Unit Boundaries.** The unit boundaries shall be the walls, floors, and ceilings of each Unit. The boundaries shall be the interior, unfinished surfaces of the perimeter walls, floors, and ceilings of the unit. All paneling, tiles, wallpaper, paint, floor covering and any other finishing materials applied to the interior surfaces of the perimeter walls, floors, or ceilings, are part of the Unit, and all other portions of the walls, floors, or ceilings, including perimeter doors and windows, and their frames are a part of the Common Elements as described in further detail in 515B.2-102(b) of the Act.

2.3 **Access Easements.** Each Unit shall be the beneficiary of an appurtenant easement for access to a public street or highway on or across the Common Elements as shown on the Plat, subject to any restriction set forth in the Declaration.

2.4 **Use and Environmental Easements.** Each Unit shall be the beneficiary of appurtenant easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of any Limited Common elements allocated to the Unit, subject to any restrictions authorized by the Declarant.

2.5 **Utility and Maintenance Easements.** Each Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement as described in Section 13.

2.6 **Encroachment Easements.** Each Unit shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 13.

- 2.7 **Declarant's Easements.** Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 15.5.
- 2.8 **Recorded Easements.** The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.
- 2.9 **Easements are Appurtenant.** All easements and similar rights burdening or benefiting a Unit or any other party of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.
- 2.10 **Impairment Prohibited.** No person shall materially restrict or impair any easement benefiting or burdening the Property; subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.
- 2.11 **Parking.** The Association shall maintain, upon the common Elements, vehicle parking spaces conveniently located for the use of the Owners, the Owners' customers, invitees, and guests. Vehicle parking spaces shall be located immediately adjacent to the unit as established by rule pursuant to Section 5. Any vehicle, snowmobile, watercraft or trailer not in regular use shall not be kept on the Property. The Association may establish handicapped parking and specific parking areas for overflow parking and may from time to time establish additional rules and regulations concerning the use of these parking spaces and may cause to be towed, from the Common Elements, improperly parked vehicles or personal property, at the owner's expense. Outside storage is not permitted.
- 2.12 **Personal Property for Common Use.** The Association may acquire and hold for the use of all the Members tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in such property shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Member may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Members. The Association shall have the authority to impose reasonable rules, regulations and charges upon the use of such property.
- 2.13 **Water Supply.** The Property shall be subject to easements for a common water supply system, which the Association shall maintain. The Association may connect the Property to a public water source at the discretion of the Association. The water supply system shall be a Common Element.
- 2.14 **Septic Systems.** The Property shall be subject to easements for a common septic system, which the Association shall maintain. The Association may connect the Property to a public sewage treatment facility at the discretion of the Association. The common septic systems shall be a Common Element.

SECTION 3
COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

3.1 **Common Elements.** The Common Elements and their characteristics are as follows:

3.1.1 All of the property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property described in Exhibit B; designated as Common Elements on the Plat or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

3.1.2 The Common Elements shall be subject to appurtenant easements for services, public and private utilities, access, use and enjoyment in favor of each Unit and its Owners and Occupants, and their guests; subject to (i) the rights of Owners and Occupants in Limited Common Elements appurtenant to their Units and (ii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

3.1.3 Subject to Sections 5, 6, and 9, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.

3.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 **Limited Common Elements.** The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, and the rights to the use and enjoyment thereof are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows:

3.2.1 Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element

3.2.2 Improvements such as decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

SECTION 4
**ASSOCIATION MEMBERSHIP:
RIGHTS AND OBLIGATIONS**

Membership in the Association and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

4.1 **Membership.** Each Owner shall be a member of the Association by virtue of his or her ownership of a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 **Voting and Common Expenses.** Voting rights and Common Expense obligations are allocated equally among the Units; except that special allocations of Common Expenses shall be permitted as provided in Section 6.1. Each Unit is allocated one (1) vote in the Association.

4.3 **Appurtenant Rights and Obligations.** The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interest, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations and interests described in this section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 **Authority to Vote.** The Owner, or some other natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the By- Laws may cast such vote. The voting rights of Owners are more fully described in the By-Laws.

SECTION 5
ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required by the Association, shall be governed by the following provisions:

5.1 **General.** The operation and administration of the Association and the Property shall be governed by the Governing Documents and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 **Operational Purposes.** The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and Rules and Regulations; (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible; and (iii) preserving the value and architectural uniformity and character of the Property.

5.3 **Binding Effect of Actions.** All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.

5.4 **By-Laws.** The Association shall have By-Laws. The By-Laws and any amendments thereto shall govern the operation and administration of the Association.

5.5 **Management.** The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 **Rules and Regulations.** The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this section. New or amended Rules and Regulations shall be effective only after reasonable notice has been given to the Owners.

5.7 **Association Assets & Surplus Funds.** All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 6

ASSESSMENTS FOR COMMON EXPENSES

6.1 **General.** Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion; subject to the limitations set forth in Sections 6.2 and 6.3, and the requirements of the By-Laws. Assessments for Common Expenses shall include annual assessments and may include Special Assessments. Assessments shall be allocated among the Units according to the Common Expense allocations set forth in Section 4.2, subject to the following qualifications:

6.1.1 Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit.

6.1.2 Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit, as appropriate.

6.1.3 The Costs of insurance may be assessed in proportion to value, risk or coverage.

6.1.4 The costs of utilities may be assessed in proportion to usage.

6.1.5 Reasonable attorney's fees and other costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.1.6 Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-1 16(a) of the Act.

6.1.7 Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.1.8 If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.1.9 If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.

6.1.10 If Common Expense liabilities are reallocated for any purpose authorized by the Act, common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

6.1.11 Assessments under Subsections 6.1.1-10 shall not be considered special assessments as described in Section 6.3.

6.2 **Annual Assessment.** Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Section 6.2 and 6.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for

that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible.

6.2.1 Until a Common Expense assessment is levied, Declarant shall pay all accrued expenses of the common interest community.

6.2.2 After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board, subject to Section 6.2.3.

6.2.3 Until the termination of the period of Declarant Control described in Section 15.7, the increase in the annual assessment for any year shall not exceed the greater of 5% of the total annual assessment for the Association's previous fiscal year, unless such increase is approved by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.

6.3 **Special Assessment.** In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units for the purpose of defraying in whole or in part (i) the cost of any unforeseen or non-budgeted Common Expense; (ii) general or specific reserves for maintenance, repair or replacement; and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.

6.4 **Capital Improvement Fund.** The Association shall establish a capital improvement fund to meet expenditures for improvements to the Common Elements as approved by the Association. The funds shall be deposited into the Association's account, and Declarant may not use the funds to defray any of its expenses, reserve contributions, or to make up any budget deficit while Declarant is in control of the Association.

6.5 **Liability of Owners for Assessment.** The obligations of an Owner to pay assessments shall commence at the later of (i) the recording of the Declaration or amendment thereto which creates the Owner's Unit, or (ii) the time at which the Owner acquires title to the Unit, subject to the alternative assessment program described in Section 6.6. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 14,

in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

6.6 **Assessment Lien.** The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Sections 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this section. Recording of the Declaration constitutes record notice and perfection of any lien under this section, and no further recordation of any notice of or claim for the lien is required.

6.7 **Foreclosure of Lien & Remedies.** A Lien for Common Expenses may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit.

6.8 **Lien Priority & Foreclosure.** A lien under this section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and their governmental assessments or charges against the Unit. Notwithstanding the foregoing, if a first mortgage on a Unit is foreclosed and no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes, Chapters 580, 581, or 582, then the holder of the Sheriff's Certificate of Sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-1151 of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's Period of Redemption.

SECTION 7

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents and the Act, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 **General** The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an

interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 **Subdivision Prohibited.** Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all secured parties holding first mortgages on the Units, and compliance with the City's Ordinances and approvals.

7.3 **Use.** The Units shall be used by Owners, Occupants, and their guests exclusively for commercial/industrial purposes and for other business, professional or other commercial purposes. No changes in the use of the Property shall be made without prior receipt of all appropriate governmental approvals and shall be consistent with the zoning restrictions on the Property. The Board has the authority to establish Rules and Regulations as it deems necessary from time to time in order to maintain the commercial/industrial nature of the Property. All such Rules and Regulations shall be consistently and fairly applied to all Owners and Units.

7.4 **Rental.** Rental of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that all leases shall be in writing, and (ii) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the rental of Units, consistent with this section.

7.5 **Storage.** Outside storage of any items, including, but without limitation, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed. No watercraft, inoperable automobiles, snowmobiles, fish houses, trailers, camping vehicles, recreational vehicles, tractor/trailers, buses, or trucks in excess of 1,500 pounds gross weight, shall at any time be stored outside any Unit.

7.6 **Trash and Refuse.** The Board shall establish Rules and Regulations for trash and refuse collection. The Rules and Regulations may provide that the Association shall be responsible for trash and refuse collection or that individual Units are responsible for trash and refuse collection.

7.7 **Animals.** The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. Nothing herein shall prevent the Association from establishing the prohibition of keeping any or all animals on the Property except those used to aid those persons with handicaps.

7.8 **Quiet Enjoyment: Interference Prohibited.** All Owners, Occupants and their guests shall have a right of quiet enjoyment in their respective Units, and shall use the property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by the other Owners, Occupants, and their guests.

7.9 **Compliance with Law.** No use shall be made of the Property which would violate

any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner, Occupant, or guest.

7.10 **Alterations.** Except for those made by Declarant in consideration of its initial sale of a Unit, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner, Occupant, or their guests, in any part of the Common or Limited Elements, or in any part of the Unit which affects the Common or Limited Elements or which is visible from the exterior of the Unit. without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied.

7.11 **Access to Units.** In case of emergency, all Units and Limited Common Elements are subject to entry, without notice and at any time, by an officer or member of the Board of the Association, by the Association's management agent or by any public safety personnel. An easement is hereby reserved across all of the streets within the plat to provide access to any Unit or to the Common Areas for emergency vehicles. Entry is also authorized for maintenance purposes under Section 9 and for enforcement purposes under Section 14.

SECTION 8

[This section is intentionally left blank.]

SECTION 9 **MAINTENANCE**

9.1 **Maintenance by Association.** The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common and Limited Elements. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for lawn, shrub and tree maintenance, landscape services on the Common Areas as determined by the Association, and (ii) provide for snow removal, not provided by the City, on all sidewalks, driving and parking surfaces. Sidewalk maintenance shall be, as determined by the Association, a Common Expense. The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred to in this section; unless otherwise approved under Section 9.2, the Association shall have easements as described in Section 13 to perform its obligations under this Section 9.

9.2 **Optional Maintenance by Association.** In addition to the maintenance described in this section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior

maintenance to the Units of Buildings, or maintenance of water and septic systems within the Units.

9.3 **Maintenance by Owner.** Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Buildings and Units shall be the sole responsibility and expense of the Owners thereof. The Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

9.4 **Damage Caused by Owner.** Notwithstanding any provision to the contrary in this section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit of the Owner responsible for the damage.

SECTION 10

[This section is intentionally left blank.]

SECTION 11

INSURANCE AND CONDEMNATION

11.1 Insurance.

11.1.1 The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Elements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard. The insurance need not cover the following items within the Units: (i) ceiling or wall finishing materials, (ii) finished flooring, (iii) cabinetry, (iv) finished millwork, (v) electrical, heating, ventilating, and air conditioning equipment, and plumbing fixtures serving a single unit, (vi) built-in appliances, or (vii) other improvements and betterments, regardless of when installed.

11.1.2 The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Elements and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverage as is determined to be necessary by the Board of Directors.

11.1.3 The Board or its duly authorized agents shall have the authority to and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable laws; and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including, without limitation, directors' and officers' errors and omissions insurance or fidelity bonds.

11.1.4 All such insurance coverage obtained by the Board of Directors shall be written-in the name of the Association as trustee for each of the owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Elements having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

11.1.4.1 All policies shall be written with a company licensed to do business in the State of Minnesota and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or if not available, its equivalent rating or the best rating possible.

11.1.4.2 All property insurance policies shall be for the benefit of the owners and their Mortgagees as their interests may appear.

11.1.4.3 All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days, prior written notice of such cancellation to the Association and to any mortgagee to which a mortgagee endorsement has been issued.

11.1.4.4 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual owners or their mortgagees.

11.1.4.5 All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.

11.1.4.6 All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its

manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

11.1.4.7 All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual owner and shall also name the Declarant as an additional insure, for so long as Declarant owns any Lot in the Property.

11.1.5 It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Unit. The Board of Directors shall require all Owners to carry public liability and property damage insurance with respect to their respective Unit and to furnish copies or certificates thereof to the Association.

11.2 **Damage or Destruction to Common Elements.** Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 11, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Elements, Declarant, during the period of Declarant control of the Association pursuant to Section 15.6 herein, together with at least seventy-five percent (75%) of the total vote of the Members of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special assessment shall be levied against the Owners equally in the same manner as General Assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Elements damaged or destroyed by fire or other casualty shall be cleared and the Common Elements left in a clean, orderly, safe, and slightly condition.

11.3 **Damage or Destruction to Units or Buildings.** In the event of damage or destruction by fire or other casualty to any Lots or Buildings, and in the further event that

the Owner of such Lot or Building responsible for the repair and replacement of such Lot or Building, as the case may be, elects not to repair or rebuild the damaged or destroyed Lot or Building, such Owner making such elections shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Building in an orderly, safe, and sightly condition. Should such owner elect to repair or rebuild such Lot or Building, or other improvements, such Owner shall repair or rebuild such Lot, Building, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

11.4 **Condemnation of Common Elements.** Whenever all or any part of the Common Elements of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Members of the Association, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

11.4.1 If the taking or sale in lieu thereof involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, during any period of Declarant control of the Association pursuant to Section 15.6 herein, together with at least seventy-five percent (75%) of the total Members of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining land included in the Common Elements which is available therefore, in accordance with the plans approved by the Board of Directors, the A.R.C., and by Declarant, for so long as Declarant has not turned over control of the Association pursuant to Section 15.6 herein. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as general assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

11.4.2 If the taking or sale in lieu thereof does not involve any improvements to the Common Elements, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

11.4.3 If the taking or sale in lieu thereof includes all or any part of a Lot or Building and also includes any part of the Common Elements, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to

give just compensation to the Owners of any Lot or Building taken for their interest in such Lot or Building; provided, however, such apportionment may instead be resolved by the agreement by and among: (i) the Board of Directors; (ii) the Owners of all Lots or Buildings, wholly or partially taken or sold, together with the mortgagees for each such Lot or Building; and (iii) Declarant, if such taking occurs during any period of Declarant control of the Association pursuant to Section 15.6 hereof.

SECTION 12

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 **Reconstruction.** The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Section 18.9.

12.2 **Condemnation and Eminent Domain.** In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act govern; provided that the notice shall be given pursuant to Section 18.9. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

12.3 **Notice.** All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Section 18.9.

SECTION 13

EASEMENTS

13.1 **Easement for Encroachments.** Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, patios, utility installations and other appurtenances added pursuant to Section 8. If there is an encroachment by a Building, or other building or improvement located in a Unit, upon another Unit or Building as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Building, building or improvement, and for the maintenance thereof, shall exist; provided that with respect to improvements of alterations added pursuant to Section 8 no easement shall exist unless the same have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.2 **Easement for Maintenance, Repair, Replacement and Reconstruction.** Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement and reconstruction of the Units, and utilities

serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

13.3 **Utility Easements.** The Property shall be subject to non-exclusive, appurtenant easements for all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Unit and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Units for all such services, including, without limitation, any sewer or water lines servicing other Units. Each Unit shall also be subject to an exclusive easement in favor of the Association and all utility companies providing service to the Units for the installation and maintenance of utility metering devices.

13.4 **Continuation and Scope of Easements.** Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or an Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this section shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Unit and the Common Elements for purposes of maintenance, repair, replacement and reconstruction.

SECTION 14 **COMPLIANCE AND REMEDIES**

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in this section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

14.1 **Entitlement to Relief.** The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents, or the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 **Sanctions and Remedies.** In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants, and/or their guests, who violate the provisions of the Governing Documents, or the Rules and Regulations or the Act.

14.2.1 Commence legal action for damages or equitable relief in any court of

competent jurisdiction.

14.2.2 Impose late charges of up to 15% of each late payment of an assessment or installment thereof.

14.2.3 In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rule and Regulations of the Association.

14.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that this limitation shall not apply to Limited Common Elements or deck, balcony or patio easements, appurtenant to the Unit, and those portions or the common Elements providing utility services and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.

14.2.6 Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant, or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Building or other part of the Property or the property of the Owners, Occupants and or their guests, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered or demolished only pursuant to a court order or with the agreement of the Owner.

14.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of mortgages by action or under a power of sale as allowed by law.

14.3 **Rights to Hearing.** In the case of imposition of any of the remedies authorized by Section 14.2.4, .5 or .6, the Board shall, upon written request of the Offender, grant to the offender a fair and equitable hearing as contemplated by the Act. The Offender shall be given notice of the nature of the violation and the right to a hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least 10 days

prior written notice to the offender. If the offending Owner fails to appear at the hearing then the right to a hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14.4 **Lien for Charges, Penalties, Etc.** Any assessments, charges, fines, penalties or interest imposed under this section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the right to pursue any others.

14.5 **Costs of Proceeding and Attorney's Fees.** With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorney's fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association.

14.6 **Liability for Owners' and Occupants' Acts.** An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants, or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

14.7 **Enforcement by Owners.** The provisions of this section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15

SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103(31) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

15.1 **Complete Improvements.** To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations in the Property to accommodate its sales facilities.

15.2 **Relocate Boundaries and Alter Units.** To relocate boundaries between Units

and to otherwise alter Units owned by it, to the extent permitted by Section 16.

15.3 **Sales Facilities.** To construct, operate and maintain a sales office, management office, model Units and other development, sales and rental facilities within the Property and any Units owned by Declarant from time to time, located anywhere on the property.

15.4 **Signs.** To erect and maintain signs and other sales displays offering the Units for sales or lease, in or on any Unit owned by Declarant and on the Common Elements.

15.5 **Easements.** To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements for the purpose of exercising its special Declarant rights.

15.6 **Control of Association.** To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, Declarant hereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.3-103 of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated until the earliest of: (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75% of the total number of Units authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than a Declarant shall have the right to nominate and elect not less than 33-1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Property.

15.7 **Consent to Certain Amendments.** As long as Declarant owns any unsold Unit, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects or may affect Declarant's rights under the Governing Documents.

SECTION 16

RIGHTS TO RELOCATE UNIT BOUNDARIES AND ALTER UNITS

16.1 **Rights to Relocate Boundaries and Alter Units.** Existing or future Units may be altered and Unit boundaries may be relocated only in accordance with the following conditions:

16.1.1 **Relocation of Boundaries.** Upon receipt of all appropriate governmental approvals, the boundaries between adjoining Units may be relocated in accordance with Section 515B.2-114 of the Act and this section.

16.1.2 **Subdivision or Conversion.** Additional Units may be created by the subdivision or conversion of a Unit into two or more Units, nor into other Units, Common Elements or Limited Common Elements.

16.1.3 **Requirements.** The alteration, relocation or boundaries or other

modifications of Units or the Buildings or other structures located therein (collectively referred to herein as "alteration" or "alterations") pursuant to this Section, Section 8 may be accomplished only in accordance with the following conditions:

16.1.3.1 No Unit may be altered if, thereafter, the Building located therein, or any other Building affected by the alteration, would no longer be habitable or practicably usable for its intended purpose or would violate any law, code or ordinance of any governmental authority having jurisdiction over the Property.

16.1.3.2 No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weather-tight integrity or any portion of any building or other structure.

16.1.3.3 The prior written consent of the Association shall be required for any alteration, except alterations by Declarant. Where required, such consent shall be requested in writing by each Owner whose Unit is proposed to be altered, accompanied by such explanation, drawing and specifications relating to the proposed alteration as may be reasonable required by the Association or the first mortgagee of the Unit. The Association shall give such Owner(s) notice in an expeditious manner, granting, denying or qualifying its consent.

16.1.3.4 As a precondition to consenting to alterations the Association may require among other things, the following: (i) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the building; (ii) that the Common Elements and altered Units will be repaired and/or restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants, or their guests; (iv) that the Property, the first mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations; and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.

16.2 **Costs of Fees and Filing.** The Association may require that the Owners of the Units to be altered to pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys' fees, incurred by the Association in connection with the alterations.

SECTION 17 **AMENDMENTS**

This Declaration may be amended by the consent of (i) Owners of Units to which are allocated at least seventy-five percent (67%) of the votes in the Association, (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 18 as to matters prescribed by said Section and (iii) the consent of Declarant to certain amendments

as provided in Section 15.7. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Consent of Eligible Mortgagees and the Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act. The Amendment shall be effective when recorded. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment

SECTION 18

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

18.1 **Consent to Certain Amendments.** The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in the following: (i) voting rights; (ii) assessments, assessments liens, or priority of assessment liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) relocation of interests in the Common Elements or Limited Common Elements, or right to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the property; (ix) insurance or fidelity bonds; (x) leasing of Units; (xi) imposition of any restriction on an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association to establish self-management when professional management is in effect; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

18.2 **Consent to Certain Actions.** The written consent of Eligible mortgagees representing at least seventy-five percent (75%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required to (i) abandon or terminate the condominium; (ii) change the allocations of voting rights, Common Expense obligations or interest in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

18.3 **No Right of First Refusal.** The rights of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

18.4 **Priority of Lien.** Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser; (i) except as provided in Section 6 and (ii) except that any un-reimbursed assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

18.5 **Priority of Taxes and Other Charges.** All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

18.6 **Priority for Condemnation Awards.** No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and / or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

18.7 **Management Agent.** The Property may be managed by a Management Agent in accordance with a management agreement reasonably acceptable to the Association.

18.8 **Access to Books and Records & Audits.** Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by any institutional guarantor or insurer of a mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

18.9 **Notice Requirements.** Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

18.9.1 A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

18.9.2 A 60 day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a mortgage;

18.9.3 A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

18.9.4 A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 19

MISCELLANEOUS

19.1 **Severability.** If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

19.2 **Construction.** Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statute amending or replacing the Act, and the comparable sections thereof.

19.3 **Tender of Claims.** In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

19.4 **Notices.** Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owner or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to the By-Laws shall be effective upon receipt by the Association.

19.5 **Conflicts Among Documents.** In the event of any conflict among the provisions of the Act, the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Act shall control. As among the Declarations, By-Laws and Rules and Regulations, the Declaration shall control, and as between the By-Laws and Rules and Regulations, the By-Laws shall control.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of the Act.

THREE PETE L.L.C.

By: _____
Its: _____

[illegible]

This instrument was acknowledged before me on _____ by _____, the _____ of Three Pete L.L.C., a Minnesota Limited Liability Company, on behalf of the company.

Notary Public

This Document Was Drafted By:
Virginia J. Knudson (MN #0247819)
BORDEN, STEINBAUER, KRUGER & KNUDSON, P.A.
302 South Sixth Street
P.O. Box 411
Brainerd, MN 56401
File #34616

**COMMON INTEREST COMMUNITY NO. 1164
A PLANNED COMMUNITY
"DELLWOOD INDUSTRIAL PARK"**

**EXHIBIT A-1
TO DECLARATION**

Legal description of property to be subjected to Declaration:

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), Section 32, Township 134, Range 28, described as follows, to wit: Beginning at the Southwest Corner, thence North 275 feet along Westerly line of said NW1/4 NW1/4; thence 400 feet East at right angles; thence South 275 feet at right angles; thence West 400 feet to the Point of Beginning.

**COMMON INTEREST COMMUNITY NO. 1164
A PLANNED COMMUNITY
"DELLWOOD INDUSTRIAL PARK"**

**EXHIBIT "B"
TO DECLARATION**

Legal description of Common Elements:

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that David Peterson of Three Pete LLC, 1107 S 6th St., Brainerd has submitted a request for a preliminary and final CIC plat for 15770 Dellwood Drive. The purpose of this request is to create a Common Interest Community, Dellwood Industrial Park for twelve (12) individually owned commercial or private units.

The properties are legally described as:

THAT PART OF THE NW1/4 OF THE NW1/4, S32, T134, R28 DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT THE SOUTHWEST CORNER, THENCE NORTH 275 FEET ALONG WESTERLY LINE OF SAID NW1/4 OF THE NW1/4; THENCE 400 FEET EAST AT RIGHT ANGLES; THENCE SOUTH 275 FEET AT RIGHT ANGLES; THENCE WEST 400 FEET TO THE POINT OF BEGINNING.

P.I.N. 41320505

Section 32, Township 134, Range 028

The property is in the GI (General Industrial) Zoning District. A copy of the preliminary and final plat is on file for review with the Community Development Department.

A Public Hearing to consider this plat will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, February 19, 2025 in the City Council Chambers at 501 Laurel St., Brainerd, MN 56401.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of February, 2025



James L. Kramvik
Community Development Director

Publication Date: February 8, 2025

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 19th, 2025

RE: Data Center Ordinance Memo

INTRODUCTION

At the October 7th City Council meeting, the Council directed staff to work on a crypto-mining ordinance after completion of the design standards ordinance. The Council directed staff due to continuing concerns in the community and surrounding areas regarding data centers (crypto-mining facilities) and similar uses. Data center regulations are necessary to protect the public health, safety, and welfare and avoid unintended impacts on resources and adjacent uses.

A potential data center ordinance should provide a list of requirements in the allowed use section of the zoning code, potentially require data centers to obtain a conditional use permit or interim use permit, and determine which zoning districts it should be allowed in.

PROPOSED ORDINANCE

The Planning Commission reviewed the proposed Data Center Ordinance at their January 15th meeting and received comments from the public. Upon review, the Planning Commission agreed with staff recommended changes and also recommended adding additional language to the ordinance. Staff highlighted sections in the ordinance that were added or not yet finalized.

STAFF RECOMMENDATION

Staff are seeking direction on the added language and the energy component of the ordinance.

Staff recommend finalizing the ordinance language and holding a public hearing at the March 19th Planning Commission meeting.

**ORDINANCE
NO. 15XX**

**AN ORDINANCE AMENDING SECTIONS 515-6-2 RULES AND DEFINITIONS, 515-3
APPENDIX A TABLE OF USES, AND 515-3 ALLOWED USES OF THE ZONING
CODE, RELATING TO DATA CENTERS**

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code, on _____, 2025

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

SECTION ONE: Purpose

The purpose of this ordinance is to create land use regulations and provide a definition for data centers to protect the public health, safety, and welfare and avoid unintended impacts on resources and adjacent uses.

SECTION TWO: Section 515-6-2.C Definitions of Use, Standards and Terms are hereby amended as indicated, with the following added language underlined:

Data Center: A facility or portion of a facility housing networked computer systems and telecommunications equipment used for remote storage, processing, and distribution of data. Data centers include commercial cryptocurrency mining facilities, AI centers, cloud storage, and other similar uses.

SECTION THREE: Section 515-3 Appendix A Table of Uses (Industrial and Utility Uses) is hereby amended with the following new underlined language added to the table:

ZONING DISTRICT	Section Reference	RL-1	RL-2	GL	CN-1	CN-2	TN-1	TN-2	TN-3	GC	CC	TC	MS	ME	GI	PSP	P
<u>Data centers, AI centers, cloud storage, and other similar uses.</u>	<u>515-3-XX</u>														<u>C</u>		

SECTION FOUR: Section 515-3 Allowed Uses is hereby amended with the following new language underlined and shall be added to Section 515-3 in alphabetical order with all other required numerical sections to change in descending order:

- A. Data Centers are not permitted to operate in the City of Brainerd unless explicitly approved by a Conditional Use Permit. Data Centers that are ancillary to another primary use are permitted if they:
1. Occupy no more than ten percent of the building footprint,

2. Are used to serve the enterprise functions of the on-site property owner and are not used to lease data storage and processing services to third parties.
3. Are not housed in a separate stand-alone structure on the parcel.

B. Noise. Commercial grade mechanical equipment and similar noise sources, including but not limited to generators and air heating or cooling equipment, shall comply with the requirements of MPCA noise rules (Minn. Rules Ch. 7030).

1. The Data Center shall be designed and built to incorporate sound mitigation methods to reduce sound levels emanating from the Data Center to adjacent residential structures within 1000 feet of the facility.
2. Prior to approval, a noise study shall be submitted by a third-party engineer demonstrating to the City that the operation of the data center will comply with MPCA noise rules.
 - a. The operator shall conduct a sound study performed by a third-party acoustic engineer to document baseline sound levels in the area of the proposed Data Center, including noise levels measured at the property line of the nearest property to the Data Center property that is planned or zoned for residential land uses, or other noise sensitive use as reasonably determined by the Zoning Administrator.
3. Upon operation of the Data Center, the operator must conduct an additional noise study, as measured at the property line of the nearest property to the Data Center or other noise sensitive use as reasonably determined by the Zoning Administrator.
4. The City may order an additional sound study once per year during peak operation of the Data Center mechanical equipment. The Data Center operator must provide the results of the noise study, conducted by a third-party engineer, to the City within 30 days of the request by the City or show proof that they have contracted with a third-party engineer and the results will be available in a reasonable amount of time.
5. Unless backup generators are supplying backup electrical supply during a power outage, backup generators may operate between the hours of 9:00 am and 5:00 pm, Monday through Friday, excluding holidays.
6. Upon request by City staff after issuance of a certificate of occupancy and commencement of the operation of the Data Center, the operator of a Data Center must provide a liaison between the hours of 8:00 am and 10:00 pm CST each day to respond to complaints about noise emanating from the Data Center.
 - a. Contact information shall be posted on the City of Brainerd website.
 - b. Upon operation of the Data Center, the City shall notify and provide contact information for the facility liaison to property owners within 500 feet of the facility.

C. Hazardous Waste Plan. Prior to approval, the developer shall submit a hazardous waste plan for review by the Community Development Department, Public Works Department, Public Utilities Department, and Fire Department.

- a. Verification must be provided that all electronic waste generated by the operation will be handled by a licensed electronic waste recycling firm.

D. Water and Wastewater Plan. Prior to approval, the developer shall submit a water and wastewater plan for review by the Public Works Department and Public Utilities Department.

E. Screening. Outdoor equipment that serves the data center, including but not limited to mechanical equipment and generators, must not be located closer to a property line along a public street than the principal building and must be fully screened from view of adjacent public rights-of-way and properties.

F. Energy Standards. Data Center operations shall be required to develop or purchase sufficient new renewable energy to offset (XX) percent of the electricity consumed by the operation.

SECTION FIVE: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: January 15th, 2025

RE: Planning Commission Itinerary Update

INTRODUCTION

This itinerary is meant to provide an organization of topics and ordinances for the Planning Commission and the Community Development Department to review in the next year. The new City of Brainerd Zoning Code was adopted in July of 2022 and there were sections of the new Zoning Code that were planned for future review from the Planning Commission after adoption.

COMPLETED ORDINANCES

- 1) Cannabis Dispensaries
- 2) Garage Requirements for Residential Housing Units
- 3) Section 515-4-2 Building Design Standards
- 4) Mixed Use Development in the CC District

CODE SECTIONS TO REVIEW

- 1) **Crypto Mining/ Data Centers/ AI Centers** – Staff recommend consideration of a separate zoning classification for crypto mining, data centers, AI centers, and similar uses. Currently, these uses are considered manufacturing and storage and warehousing which are permitted in the General Industrial District. Creating its own designation as an Interim Use allows the City to place standards and conditions on the use to further protect neighboring properties from new facilities or expansion **(In Progress)**.
- 2) **Section 530 – Shoreland Management Regulations** – The City of Brainerd's existing Shoreland Management Ordinance was last approved by the DNR on 7/25/2003. Current zoning districts do not match / align with the zoning districts identified in the City's Shoreland Management Ordinance. Additionally, Section 525 of the City Code discusses Mississippi Headwaters Regulations where there are also zoning inconsistencies. The DNR is requesting that the City of Brainerd update its "Shoreland Management Ordinance" to ensure the zoning districts identified in the Zoning Map (2022) are identified in the Shoreland Management Ordinance within one year.
- 3) **Allowed Use Table** – The Allowed-Use-Table was constructed as part of the 2022 Zoning Code update. Staff have worked with the new Code for two years and have come across

instances where the table may be missing a use in a particular zoning district or where the use classification may be too stringent. Staff recommend a thorough review of the Allowed-Use-Table to ease the burden on new development and businesses.

- 4) **Industrial Off Street Parking Requirements** – Staff approached the Planning Commission about easing the pavement requirements in the General Industrial (GI) Zoning District. Currently all new driveways and parking areas in Brainerd must consist of concrete, asphalt, or pavers. Industrial zoned properties in Brainerd have significant amounts of existing Class 5 parking surfaces. Additions to existing Class 5 parking surfaces would require the property owner to construct the addition with an improved surface consisting of concrete, asphalt, or pavers. Staff would like the Planning Commission to review options for off-street parking areas in Industrial Zoned properties, specifically for additions, service drives/ turnarounds, and areas in the rear yard.
- 5) **Comprehensive Plan Update** – The last update to the comprehensive plan was in 2019 and in 2021 the City Council approved a proposed Comprehensive Plan amendment to include the revised Future Land Use Map. The process of updating the Comprehensive Plan was an extensive process undertaken by the City Staff, City Council, Planning Commission, the Steering Committee, and the Planning Team. The City should consider reviewing the comprehensive plan every five years to ensure all of the goals and objectives listed in the plan are still relevant for the City of Brainerd. City Council approved \$28,000 to update the comprehensive plan in 2025.
 - a. The Comprehensive Plan is a leading policy tool that provides a series of steps to help achieve a shared community vision. This plan will help citizens and local leaders work together more efficiently to guide future growth and development within the city. The plan represents a shared vision for the future and a strategic map to reach that vision. The plan provides broad recommendations to guide and manage growth and development. These broad recommendations come in the form of goals and policies that express the city’s aspiration for the future.
- 6) **Solar Arrays** – Brainerd Public Utilities have installed a solar array at Brainerd Airport and are currently working on construction of another solar array behind the BPU wastewater facility in Baxter. BPU is interested in adding additional solar arrays and has been looking at property in the city limits of Brainerd. Staff consider individual solar panels as accessory structures. However, code and an addition to the use table would be needed for the construction of a solar array in Brainerd.
- 7) **Manufactured Home Overlay District: Section 515-2-20** - Manufactured Home Overlay District (MH-O) was partially reviewed and amended by Swanson Haskamp Consulting but will still need additional review by staff and the Planning Commission.
- 8) **Sound Requirements** – Currently, most regulations in the zoning code rely on MPCA standards for sound. CUP’s have the ability to add barriers to mitigate affects to neighboring properties.

STAFF RECOMMENDATION

Staff prioritized each code review according to recommended importance and are seeking direction from the Planning Commission. Staff recommend working on the Shoreland Management Regulations, Allowed Use Table, and Industrial Off-Street Parking Requirements at one time as they will have overlapping features. Staff have provided a proposed timeline below:

- 1) **Crypto Mining/ Data Centers/ AI Centers** – Hold Public Hearing for Final Ordinance at the March 19th Meeting
- 2) **Section 530 – Shoreland Management Regulations** – Present Draft Ordinance at the May 21st Planning Commission Meeting
- 3) **Allowed Use Table** – Present Draft Table at the April 16th Meeting
- 4) **Industrial Off Street Parking Requirements** – Present Draft Ordinance at the April 16th Meeting