



## CITY COUNCIL AGENDA

City of Brainerd, Minnesota  
City Hall, 501 Laurel Street, Council Chambers  
Monday, November 17, 2025 @ 7:30 PM

The public is invited to attend these meetings in person

Attend by phone: 1-844-992-4726

**City Council** - Meeting Access Code: 2481 696 2764

**Personnel and Finance Committee held:** 2nd Floor Conference Room at 7:15 PM

**Safety and Public Works Committee held:** Council Chambers at 7:00 PM

Per MN Statutes 13D.02 Subd 1 Council Members may participate by interactive technology.

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

1. **Call To Order**

2. **Roll Call**

\_\_\_ K. Yeager \_\_\_ T. Erickson \_\_\_ K. Bevans \_\_\_ J. Czeczok \_\_\_ G. Johnson \_\_\_ K.  
Stunek \_\_\_ M. O'Day \_\_\_ Mayor Badeaux

3. **Pledge of Allegiance**

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

5. **Consent Calendar**

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

A. **Approval of Bills**

(Available upon request in the City Administrator's Office)

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Event/Street Closure Application- Community Thanksgiving**

E. **Adopt Resolution Accepting 3rd Quarter Donations**

F. **Adopt a Resolution supporting a Memorandum of Understanding Between Central Lakes College and the City of Brainerd.**

6. **Public Forum**

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

7. **Presentations**

8. **Council Committee Reports**

A. **Safety & Public Works Committee**

1. Approve Change Order #3 - Imp 17-12 - Wright/10th Reconstruction Project
2. Consider HyTec Proposal for City Hall Annex Building
3. Direction on Active Code Enforcement

B. **Personnel & Finance Committee**

1. Approve Promotion of Laura Jewell to Billing Representative
2. Discussion of 2026 Parks Proposed Capital
3. Adopt Resolution Establishing Deferred Assessment Criteria
4. 2026 Levy Update

9. **Unfinished Business**

A. **Call for Applicants**

**Mayor Recommended:** (terms to expire on 12/31 of said year)  
Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)  
Economic Development Authority-- **1 term** (Expire 2028)  
Park Board-- **1 term** (Expire 2028)  
Public Utilities Commission—**1 term** (Expire 2028)  
Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)  
**Council President Recommended:** (terms expire on 12/31 of said year)  
Water Tower Committee—**2 terms**

B. **Final Reading of Proposed Ordinance 1597 - Amending Section 1110 - Cannabis, Hemp and Related Businesses and Section 1000 - General Provisions Appendix A**

10. **New Business**

A. **Resolutions Adopting Policies and Plans and Approve Grant Agreement for Small Communities Development Program (SCDP) Grant No CDAP-24-0069-O-FY25**

B. **Annual Review of the Data Practices Policy and Approve Changes**

- C. **First Reading- Proposed Ordinance 1598- Snow Removal**
- D. **Public Hearing, Adopt Resolution Ordering Improvement and Ordering Preparation of Plans  
- Improvement 25-05 - Southeast Brainerd Reconstruction Project**
- E. **Consider Development of Gustafson Park**
- 11. **Staff Reports**  
(Verbal: Any Updates since Packet)
- 12. **Mayor's Report**
- 13. **Council Member Reports**
- 14. **Adjourn**
- 15. **Council Communications**
  - A. **Grant Policy Letter (sent to all Members and Commissioners)**

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

#### MISSION

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

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:30 P.M. by Council President O'Day.

Upon roll call the following Members were noted as present: Yeager, Erickson, Bevans, Czeczok, Johnson, and O'Day. Mayor Badeaux was also noted as present. Member Stunek was noted as absent.

Chair O'Day led the Pledge of Allegiance to the flag.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON TO APPROVE THE CONSENT CALENDAR.

- A. **Approval of Bills**
- B. **Approval of Minutes**
- C. **Department Activity Reports**
- D. **Approve MN Lawful Gambling Exempt Permit Application Submitted by CLC Foundation for an Event to be held on May 6, 2026 at 501 W College Dr**
- E. **Approve Special Event Application- Turkey Run**
- F. **Approval of Transfers of Funds**
- G. **Ratify Hiring Wyatt Andres as Police Intern**

Upon roll call, Council Members Yeager, Erickson, Bevans, Czeczok, Johnson, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

### **Public Forum**

The Chair opened the public forum at 7:31 p.m.

No one came forward.

The chair closed the public forum at 7:32 p.m.

### **Council Committee Reports**

#### **Personnel and Finance Committee**

#### **Approval of Memorandum of Agreement (MOA) with Brainerd Public Utilities Managers and Supervisors Association Union clarifying Benefits and Policies for Supervisor Members**

Committee Chair Johnson stated that the employee policy manual does not reference union managers and supervisors. With this MOA the City and the Union are clarifying that the union managers and supervisors will receive the same benefit structure as non-union managers and supervisors.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE ATTACHED MEMORANDUM OF AGREEMENT WITH THE PUBLIC UTILITIES DEPARTMENT MANAGERS AND SUPERVISORS ASSOCIATION TO CLARIFY BENEFITS FOR UNION SUPERVISORS AS PRESENTED.



**Approve Memorandum of Agreement (MOA) with IUOE Street and Parks Divisions regarding Paid Family Leave (PFL)**

Committee Chair Johnson stated that these two bargaining units have agreed to a 50/50 split in the cost of benefits for PFL.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE PAID FAMILY LEAVE MOA WITH THE IUOE STREET AND PARKS DIVISIONS AS PRESENTED.

**Approve Promotion of Brittney Kummet to HR Director Effective January 26, 2026**

Committee Chair Johnson stated that the position was posted internally. Ms. Kummet will be placed on step one. The City will begin the hiring process to replace her current position.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE PROMOTION OF BRITTNEY KUMMET TO THE HR DIRECTOR POSITION EFFECTIVE JANUARY 26, 2026, AT STEP 1 OF THE HR DIRECTOR WAGE GRID (\$55.17 PER HOUR); FURTHER, TO AUTHORIZE STAFF TO BEGIN THE HIRING PROCESS TO BACKFILL THE HR ASSISTANT POSITION.

**Accept the Retirement of Police Records Management Technician Kimberly Marquart**

Committee Chair Johnson stated that Ms. Marquart has been with the department for nineteen years. He thanked her for her service and knowledge.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO ACCEPT THE RETIREMENT OF KIMBERLY MARQUART EFFECTIVE DECEMBER 5, 2025; FURTHER TO AUTHORIZE STAFF TO BACKFILL THE POLICE RECORDS MANAGEMENT TECHNICIAN POSITION.

**Approve Settlement Agreement with Teamsters (Police Sergeants and Lieutenant) Union regarding 2025 Floating Holiday and Juneteenth Holiday Payment**

Committee Chair Johnson stated that with the timing of the arbitration determination there were a few of our sergeants/lieutenants who had used both of their floating holiday for the year. The settlement agreement clarifies that all union members will be paid for Juneteenth in 2025 and if any employee had already utilized both of their floating holidays in 2025, the last floating holiday will be converted to a vacation day.

HR Director Schubert noted that per the Arbitrator's award, union members have the option of converting the paid Juneteenth holiday into a 2<sup>nd</sup> paid floating holiday by declaring their preference in writing by January 1<sup>st</sup> of each year.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE ATTACHED SETTLEMENT AGREEMENT WITH THE TEAMSTERS UNION REPRESENTING THE POLICE SERGEANTS AND LIEUTENANT ADDRESSING PAYMENT FOR THE 2025 JUNETEENTH HOLIDAY.

**Approve Revised Employee Policy Manual**

Committee Chair Johnson stated that there were a number of changes to the employee policy manual, most were due to legislative changes.

Member Czeczok asked the estimated time it took staff to add and remove the language due to the legislation.

HR Director Schubert stated that it took staff days to make the changes. The City Attorney also reviewed the changes.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE UPDATED EMPLOYEE POLICY MANUAL AS PRESENTED.

### **Approve Deferment of Assessments**

Committee Chair Johnson stated that these are the same applicants that Council has previously deferred. There were no new applications. The resolution setting deferral parameters has not been amended in a number of years, there are potential changes to be made including home values. The committee would like to see the value be set at the median home value.

Member Czeczok asked whether there are people who have applied and been denied deferral due to the value of their home.

Committee Chair Johnson stated that he asked that question in committee. There have been a number of inquiries but due to the value of their home they did not even apply for the deferral.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE APPLICATIONS FOR DEFERMENT OF ASSESSMENTS PAYABLE IN 2026 FOR APPLICANTS AT PID'S 41191220, 41300682, 41250875, AND 41250586; FURTHER TO DIRECT STAFF TO AMEND THE RESOLUTION FOR QUALIFICATION FOR REVIEW BY CITY COUNCIL.

### **Discussion of Library Minnesota Department of Education (MDE) Grant**

Committee Chair Johnson stated that the Library Board put the City of Brainerd's name on a grant application for about a half a million dollars that the Council was not aware of. The committee is requesting a memo be sent to remind the boards and commissions that the City does have a grant policy. The Library received the grant which does not require a match, he is looking forward to seeing the improvements at the Library.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE STAFF TO ENTER INTO NECESSARY AGREEMENTS TO ADMINISTER THE GRANT; FURTHER TO DIRECT THE CITY ADMINISTRATOR TO SEND A MEMO TO ALL COMMISSIONS REMINDING THEM OF THE GRANT POLICY.

### **Safety and Public Works Committee**

#### **Discuss Service Line Reimbursement Request - 601 S. 9th Street**

Committee Chair Erickson stated that staff was directed to come back with a breakdown of the cost for replacing the section of main that was replaced during the residence's service line replacement. The total cost of the service line replacement was \$10,250. The initial cost attributed to the sanitary main was \$1,850. Staff adjusted the cost attributed to \$1,400. In discussion, staff noted that it is typical for a portion of the main to be replaced in a situation such as this and the City should not participate in the cost.

Member Czeczok stated that he was under the understanding that the need to replace a portion of the main was because of the poor condition of the main. However, even if the main

were virtually new, it would still be replaced when a service line is repaired. For this reason, he has changed his opinion of whether or not the City should contribute to the cost.

Committee Chair Erickson stated that he had spoken in favor of the City contributing the adjusted cost. He voted against the motion in committee.

Member Johnson stated that he will also vote against not contributing to the replacement. He thinks that if citizens are repairing City stuff, the City should pay for it's own stuff. He doesn't care about common practice of governments taking advantage of their citizens in other communities. He believes that the City should have a policy that would provide for the City replacing the sewer main while properties are working on their service lines. Instead of ignoring the replacement, assuming the owner needs to pay for everything, and the City will never have a conversation with them because the owners are peasants and must pay for everything because we said so. The City should participate in the costs of the main.

Committee Chair Erickson stated that the committee wanted to address this item separate from the policy.

Member Johnson stated that the motion does not include directing staff to draft a policy.

Chair O'Day stated that he agrees with the motion, he feels for the individual, but there was nothing wrong with the main service line. If there was something wrong with the main, he would support contributing to the cost.

Committee Chair Erickson stated that indeed the motion does not address the policy.

Mayor Badeaux asked for clarification on the working status of the sewer main.

City Engineer stated that the main was flowing as it should.

Member Czczok stated that on this point exactly, if the main had been installed a week previous to the repair, a section of the main would still need to be replaced.

Member Bevans asked for clarification on the status of the sewer main. He asked whether there were other issues with the Y besides the backup. Is it possible that it's best to replace the main while there is a hole in the ground even if it isn't part of the issue.

City Engineer Dehn stated that the photo in the packet was prior to being replaced. He pointed out that the main is not the section attached to the PVC. He stated that the backups the homeowner was experiencing were out of the Y. He stated that the main is older, there is some cracking, but not in disrepair.

Member Yeager stated that a critical part of the conversation is that only this residence was experiencing issues. The main continues down to more houses on the line that were not having issues. He doesn't want to deal with reimbursing a homeowner every time there is a repair that didn't start out as our issue.

Chair O'Day agreed with Member Yeager's comment. When staff inspect these repairs they need to be trusted to determine whether a line is functional or not. Who is the Council to judge based on a picture. He doesn't want to be stuck with a bill every time a line gets replaced.

**MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO NOT PARTICIPATE IN ANY OF THE COSTS FOR THE REPLACEMENT INCLUDING THE COST OF THE MAIN.**

Upon roll call, Members Yeager, Bevans, Czeczok, and O'Day voted "aye". Members Erickson and Johnson voted "nay". The Chair declared the motion carried.

Member Czeczok stated that he is not interested in a policy after hearing the results of the voted.

Member Bevans stated that he hopes staff is inspecting each of these repairs. In the case of his water shut off, he thinks it was a convenient time for replacement.

#### **Update on TH 210/Lum Park Pedestrian Bridge Funding**

Committee Chair Erickson stated that this issue is before Council again. The discussion in committee was that there is a possibility of extending the funding by a year again, but this is not a guarantee. If the extension is not possible, the City would be responsible for the entire cost of the project. The City does not have the additional funds allocated to complete the project.

Chair O'Day stated that by not accepting this grant, it is not saying that the project isn't a priority. By returning the funds, it may make the City more eligible for funds in the future. The City will not be able to utilize the funds in time.

Member Bevans stated that he agrees with Chair O'Day's statement. He clarified that the entire project is about \$6 million.

Mayor Badeaux stated that he believes there are alternatives to the project that might make it more cost effective.

Member Johnson stated that none of his questions were answered. He is still in the dark with reality. He's not comfortable turning back the funds without more information.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO INFORM THE STATE OF MINNESOTA THAT THE CITY WILL NOT ACCEPT THE \$1.33 MILLION IN CRP GRANT FUNDING FOR THE PEDESTRIAN BRIDGE.

Members Yeager, Erickson, Bevans, Czeczok, and O'Day voted "aye". Member Johnson voted "nay". The Chair declared the motion carried.

#### **Approve MnDNR Grant Application for Cuyuna Lakes State Trail - East Segment**

Committee Chair Erickson stated that the committee discussed similar concerns of the last item. This grant amount would be about \$300,000. The total project amount is about \$1.8 million. The City does not have the total project funded even with the grant.

Chair O'Day asked about the previous study done for this project. He asked how much more needs to be done on the project plan before its completion as it is currently at 60% plan. He does not like that there is a 75% grant match.

City Engineer Dehn stated that more planning needs to be completed on the project. This would likely include more soil bore samples to determine the quality in the alignment. The conditions have not changed since the study was done.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO NOT AUTHORIZE STAFF TO APPLY FOR THE MNDNR GRANT FOR THE CUYUNA LAKES STATE TRAIL- EAST SEGMENT PROJECT.

#### **Unfinished Business**

**Accept Resignation of Paul Sandy from the EDA (expires 2028) and Park Board (expires 2028) and Declare Vacancies on both Boards**

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO ACCEPT THE RESIGNATION OF PAUL SANDY FROM THE EDA AND PARK BOARD.

**Commission Appointment- Recommended by Mayor Badeaux**

Mayor Badeaux recommended Shirley Yeager for the Library Board.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPOINT SHIRLEY YEAGER TO THE LIBRARY BOARD.

**Call for Applicants – Informational:**

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

Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)

Economic Development Authority—**1 term** (Expire 2028)

Park Board—**1 term** (Expire 2028)

Public Utilities Commission—**1 term** (Expire 2028)

Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)

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

Water Tower Committee—**2 terms**

**Approval of Updated Solar Development Agreement at Rotary Park**

Public Works Director Habighorst gave an overview of the project changes. The Park Board and Utility Commission both recommended the changes. The project will be taking place on the pavilion at Rotary and will power lights at the park.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO APPROVE THE UPDATED SOLAR DEVELOPMENT AGREEMENT AT ROTARY PARK.

**Continuance of Public Hearing and Consider Assessments for Improvement 23-16**

City Engineer Dehn stated that the contractor has completed the patching. There was rain after the patching and staff provided a photo to depict the effectiveness of the repair.

Member Bevans asked whether the repair would cost the City extra money. Since the owner knew there was an issue, which was communicated to the contractor and the City, he hopes that there isn't extra cost with the repair.

City Engineer Dehn stated that he needs to follow up with Bolton and Menk to answer that question. Generally, these are issues that the contractor is expected to cover.

Chair O'Day continued the public hearing at 8:07 p.m.

No one came forward.

Chair O'Day closed the public hearing at 8:08 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT RESOLUTION ADOPTING THE ASSESSMENT FOR PID 41350550.

## **RESOLUTION 77:25**

Upon roll call Council Members Yeager, Erickson, Bevans, Czczok, Johnson, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

### **New Business**

#### **Consider Hazardous Structure - 319 North 9th Street**

Community Development Director Kramvik gave an overview of the property.

Member Bevans asked whether the dwelling is eligible to be on the vacant dwelling list. He asked whether considering this property hazardous would be normal procedure after two years. Finally, he asked whether City has created a larger liability if the property owner does not resolve the issue and continues to be assessed for a vacant dwelling and removal of the structure.

Member Czczok asked about the timeline of the hazardous structure process.

Community Development Director Kramvik stated that the property has been assessed for the vacant dwelling assessment twice. It is currently an unpaid assessment. He also stated that the owner was in contact with the City previously to repair the structure but has ended communications. The department has developed a better procedure to deal with these structures.

Attorney Langel stated that following the statutory hazardous structure procedure allows the owner to respond to the order. If he doesn't respond a judge would issue an order to demolish the building which would be assessed to the property. As often happens with these cases, the assessment goes unpaid and the property becomes tax forfeit. He referenced statute to determine the timeline, but it is not a very long period. The owner will need to be served and then the process will continue.

Chair O'Day stated that the worst case scenario the City is looking at \$30,000 assessed to the property and then an organization asks for that to be waived to rebuild a dwelling.

Mayor Badeaux stated that he drives by this house every day, he dislikes the idea of tearing down structures, but this is a property that he supports tearing down.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO ADOPT RESOLUTION DECLARING 319 NORTH 9<sup>TH</sup> STREET A HAZARDOUS STRUCTURE.

## **RESOLUTION 78:25**

Upon roll call Council Members Yeager, Erickson, Bevans, Czczok, Johnson, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

### **First Reading - Proposed Ordinance 1597 - Amending City Code Section 1110 - Cannabis, Hemp, and Related Businesses**

Finance Director Hillman gave an overview of the ordinance. Staff used the direction given to staff on October 6<sup>th</sup>. There was one change from Council direction that had to do with cannabis event. Staff is also recommending to remove definitions from the ordinance and refer to State Statute.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1597 AND DISPENSING WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO SET PUBLIC HEARING FOR ORDINANCE 1597 FOR NOVEMBER 17, 2025 AT 7:30 P.M.

### **Discussion of a Community Pool with the YMCA**

Finance Director Hillman stated Staff is seeking Council's direction for Staff to work with the Y to determine the amount of the YMCA's request of the City for an aquatic center. City Council would need to provide further direction to staff at a future meeting after the YMCA determines the construction costs, requests funding from the City, and outlines the benefits to the City. If City Council provides further direction to staff, staff would work with our current municipal advisor, Baker Tilly. City Council authorized \$5,000 to the YMCA to explore funding options for the aquatic center. This would not be needed if the City works with our current municipal advisor, Baker Tilly.

Member Johnson questioned how this action differs from the last time that the City heard about this item.

Member Czczok asked about the amount of staff time this is expected to use.

Finance Director Hillman stated that she believes there was confusion. The City will not need to expend the money, if the City does go ahead with this plan it would use its own municipal advisor. She also stated that the staff time is unknown. The YMCA is still in their planning stage and money gathering. Until they have dollars secure, it will not be a lot of staff time. After that there will be more staff time needed to determine how the City would fund the pool.

Administrator Broyles stated that there have been a couple of meetings thus far, but nothing intrusive. The bulk of the work will fall on the YMCA to find the capital with partners.

Member Johnson requested that he be provided the date of the original motion, he would like to review the motion to compare.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO DIRECT STAFF TO WORK WITH THE BRAINERD YMCA TO DETERMINE THE YMCA'S REQUEST OF THE CITY FOR AN AQUATIC CENTER.

### **Staff Reports**

Community Development Director Kramvik gave an overview of the next Planning Commission meeting.

City Engineer Dehn stated that the roundabout at Willow Street is open. The upcoming week is going to be very busy with our reconstruction projects prior to the winter. Finally, Hawkins Drive did receive its final lift on the new pavement.

HRA Director Charpentier stated that the City did not receive the Greater Minnesota Housing Infrastructure grant for Outlot E & F in Brainerd Oaks. Staff is meeting with the developer to continue forward with the project. Staff will follow up with Minnesota Housing to determine why the City wasn't chosen.

Member Czeczok asked for the dollar amount of the grant and questioned why the City was not awarded the money with the amount of housing that this would open up for the City.

Chair O'Day asked for an update on the 805 Laurel project.

HRA Director Charpentier stated that the request for the infrastructure grant for outlots E & F was for \$170,000. He stated that the 805 Laurel project is still a commitment for DW Jones, he will be meeting with them this week.

Administrator Broyles stated that Public Utilities Director Sandy starts on Tuesday. Charter Commission is meeting on Wednesday.

### **Mayor's Report**

Mayor Badeaux stated that green energy is expensive and a cannabis event cannot last more than four days. On a positive note, he attended the Park Board as the liaison, there are three different groups that want to partner with the City of Brainerd Parks Department. The number of organizations pursuing partnerships was encouraging. He thanked the organizations.

### **Council Member Reports**

Member Czeczok stated that the Public Utilities Commission met last Tuesday. There was interesting conversation on electric vehicle charging and developing a water leak policy. The Commission talked about the PILOT and will be present at the Charter Commission meeting. He has been meeting with Mr. Bollig regarding his stormsewer issue. He requested to not have follow up conversation at the Council level until December as Mr. Bollig is out of town. Finally, when approving staff conducting downtown snow removal he had asked a very specific question- whether the City had all of the equipment necessary for our staff to conduct downtown snow removal. He was disappointed to learn during the Park Board meeting to hear that there was a request to purchase more equipment.

Member Bevans stated that Member Stunek is doing well, he expects to be back as soon as possible. He stated that the Charter Commission is meeting on Wednesday. The Highway 210 Project Management Team met to discuss the upcoming construction, it's going to be beautiful. He attended Nila Patrick's funeral who was a long-time businessperson in town. He wished his wife Sue a Happy Birthday. He passed out 1,738 pieces of candy on Halloween.

Member Yeager updated the Council on the Airport Commission. Congressman Stauber visited the airport. The main disruption for the Airport due to the shutdown is moving airplane parts. Halloween is an epic happening in North Brainerd they had 2,250 kids visit his home. They generally pick the best costume, which this year was a three-part Titanic costume. Finally, good news is that this marks the 16<sup>th</sup> anniversary of the Yankees not winning the World Series.

Chair O'Day stated that they visited North Brainerd for Halloween, his daughter commented that "it is like a movie". It is great to see the roundabout open, looking forward to the roads being open and completed as soon as possible in the spring.

### **Adjourn**

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO ADJOURN THE MEETING.

The Chair adjourned the meeting at 8:38 p.m.



Nicholas W. Broyles  
City Administrator



## BRAINERD POLICE DEPARTMENT MONTHLY REPORT



### BOOYAH AWARD



This month's Booyah winner is Investigator Jay Personius!

On 10/1/25, Brainerd Officers were dispatched to a cardiac arrest involving a female in her 40's. Upon Sergeant Pallansch's arrival, the female had no pulse and was not breathing. Pallansch, Officer Gleason, Officer Williams, and Deputy Taylor worked together and got a pulse back. The female was air lifted and has survived. This effort is worth a booyah alone however, serious credit belongs to Investigator Personius, who wrote the grant for a LUCAS, attended training, just mere days prior, trained officers on how to use the LUCAS. Sergeant Pallansch spoke with medical personnel who reported that they believed that the quick deployment of the LUCAS by officers was a factor in the victim's survival. Investigator Personius' constant drive to make his partners better at medical response truly saved a life. BOOYAH Investigator Personius!

### STAFFING & ASSIGNMENTS

New Community Service Officer Wyatt Andres.

Wyatt is a criminal justice graduate from New England College in New Hampshire. He was originally born and raised in the Brainerd Lakes area and is now back home to start his career in law enforcement.



**TRAINING & STAFF DEVELOPMENT****BCA TAC Workshop**

Records Lead Allyson Beck attended the BCA TAC Workshop. This course is designed for new and existing Terminal Agency Coordinators (TAC) as a summary of the duties and responsibilities a TAC has with regard to BCA MNJIS and FBI NCIC access. By the conclusion of this class, students had the knowledge and skill set for performing TAC functions at their agency.

**BCA MNJIS Operator Training**

Records Technicians Cheryl Jensen, Kim Marquart, and Courtney DeChaine attended the BCA MNJIS Operator Training. This course combines the MNJIS Basic Operator course with additional specialized training. This course is designed for operators who run queries and/or enter records into the Minnesota and NCIC hot files. Students gained additional knowledge of the hot file process through entering, querying, modifying, supplementing, and cancelling a variety of records.

**Towards Zero Deaths Conference**

Deputy Chief Runde, Sergeant Pallansch, Officer Host, Officer Johnson, Officer Peters, and Officer Engst attended the 2025 Towards Zero Deaths Conference. This conference provided a forum for sharing information on best practices in engineering, enforcement, education, and emergency medical/health services and for identifying new approaches to reducing the number of traffic fatalities and life-changing injuries on Minnesota roads.

**FBI – LEEDA Executive Leadership Institute**

Deputy Chief Runde, Sergeant Rosier, and Sergeant Reed attended the Executive Leadership Institute (ELI). ELI is part three of the three-step leadership series that makes up the FBI-LEEDA Trilogy. This cutting-edge program is designed for executive-level law enforcement leaders and focuses on the challenges facing our profession today. This highly-interactive program follows the FBI-LEEDA "Cops Talking to Cops" model of professional development. The Institute uses a wide-range of source materials and calls upon participants' own professional experience to facilitate individual development and learning.

**COMMUNITY OUTREACH****Halloween Safety Event**

The police department held our Halloween Safety Event where children came though the police department garage and trick-or-treated through different stations with Officers, office staff, volunteers from the Lakes Area Law Enforcement Association and Safety Pup. We had around 600 trick-or-treaters. This event is sponsored by the National Child Safety Council and the Lakes Area Law Enforcement Association.



## BODY WORN CAMERA DATA REPORT

| Month   | Number of Videos | Hours of Video | GB of Videos | Average MB per Video | Average Time Length of Videos | Average Number of Videos Per Day |
|---------|------------------|----------------|--------------|----------------------|-------------------------------|----------------------------------|
| October | 1,759            | 419            | 730          | 425                  | 14.29 Minutes                 | 57                               |



## OVERALL CALLS FOR SERVICE

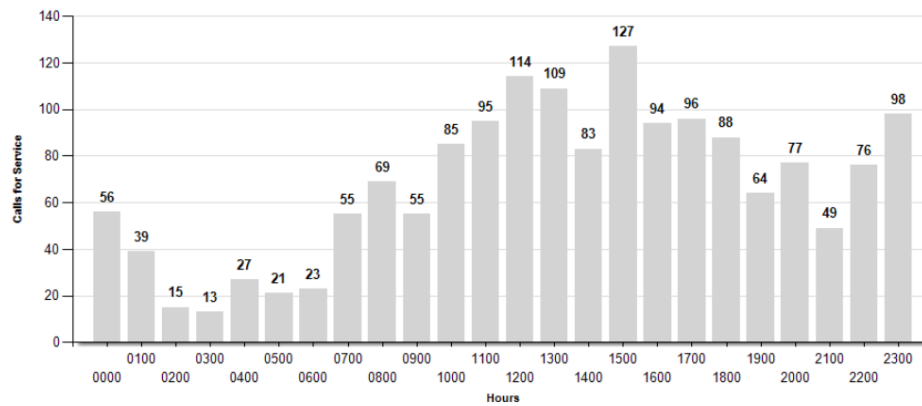
| Month                       | 2025  | 2024  |
|-----------------------------|-------|-------|
| Number of Calls for Service | 1,628 | 1,438 |



## Calls for Service Hourly

10/1/2025 to 10/31/2025

Total Calls: 1678

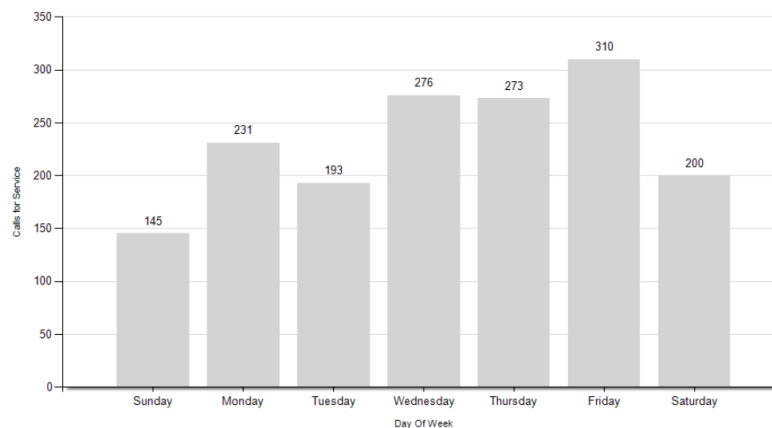


## Calls for Service Day Of Week

Start Date: 10/1/2025

End Date: 10/31/2025

Total Calls: 1678



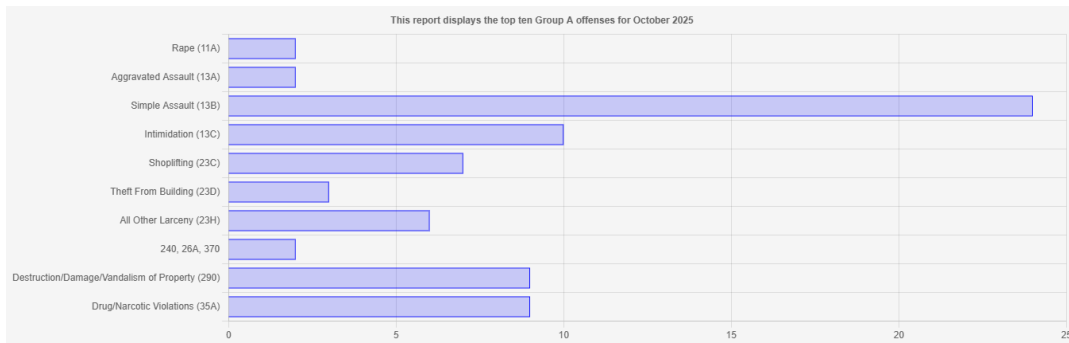
## CRIME STATISTICS

| Year to Date through Month                   | 2025 | 2024 |
|----------------------------------------------|------|------|
| Group A Offenses Known or Reported to Police | 807  | 890  |
| Group A and B Arrests                        | 728  | 693  |

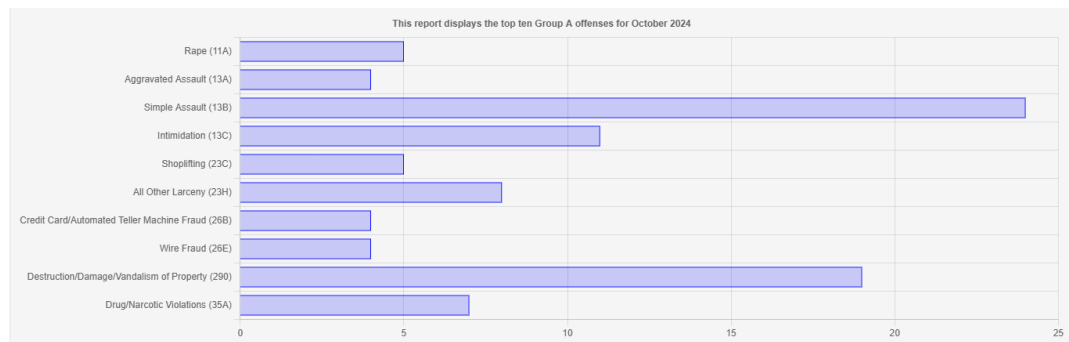
**\*\* Note: 2025 totals do not include case files that have not yet been coded.**

## TOP 10 GROUP A OFFENSES

October 2025

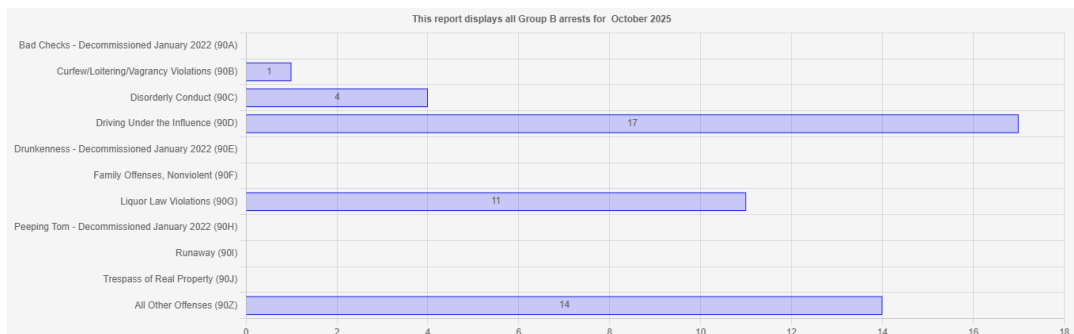


October 2024

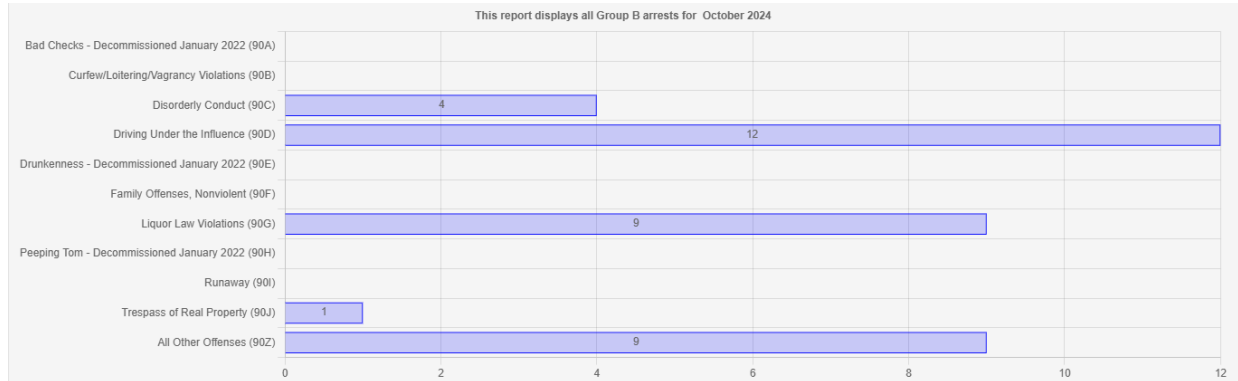


## GROUP B ARREST DATA

October 2025



## October 2024



## CITATIONS, PARKING TICKETS, &amp; WRITTEN WARNINGS

| Month                                               | 2025 | 2024 |
|-----------------------------------------------------|------|------|
| Citations (Inc. Parking Tickets & Written Warnings) | 147  | 150  |

24 parking tickets were issued in the month of October, with the following dispositions.

|    |                           |
|----|---------------------------|
| 1  | Dismissed                 |
| 11 | Paid in Full              |
| 0  | Partial Payments Received |
| 12 | No Payment Received       |

## Revenue Recapture Receipts:

|               |            |
|---------------|------------|
| 2024 Total:   | \$8,295.10 |
| 2025 To Date: | \$5,564.63 |

## CONDUCT ON PREMISES ACTIVITY REPORT

There were no Conduct on Premises incidents reported in the month of October.





# COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

October 2025



## BUILDING PERMITS

The Community Development Department issued 102 building permits with a total project valuation of \$4,748,140 in the month of October. Within the Central Business District (prev. River to Rail), 14 permits were issued. These improvements resulted in \$10,723 being waived in permit fees.

\*Note: project valuation does not include all projects as some permits, such as residential mechanical permits, have a flat fee and are not based on valuation. Therefore, the listed total project valuation is solely based on the permits whose fees are determined by valuation.

| Issued Permits for October 2025              |          |                         |
|----------------------------------------------|----------|-------------------------|
| Type Of Permit                               | # Issued | Total Project Valuation |
| Commercial – Building – New/Addition         | 1        | \$1,300,000             |
| Commercial – Building – Remodel              | 6        | \$1,426,150             |
| Commercial – Building – Roofing              | 2        | \$129,400               |
| Commercial – Building – Windows/Doors        | 1        | \$248                   |
| Commercial – Mechanical – Furnace/Boiler     | 1        | N/A                     |
| Commercial – Mechanical – Remodel            | 4        | \$145,914               |
| Commercial – Plumbing - Remodel              | 1        | \$8,000                 |
| Commercial – Plumbing – Water Heater         | 2        | N/A                     |
| Engineering – Excavation                     | 10       | N/A                     |
| Engineering – Right of Way Obstruction       | 1        | N/A                     |
| Fence                                        | 2        | N/A                     |
| Residential – Building – Accessory Structure | 1        | \$195,000               |
| Residential – Building – Deck                | 1        | \$8,000                 |
| Residential – Building – Demolition          | 3        | N/A                     |
| Residential – Building – New/Addition        | 6        | \$1,445,000             |
| Residential – Building – Remodel             | 6        | \$78,428                |
| Residential – Building – Roofing             | 17       | N/A                     |

|                                            |   |          |
|--------------------------------------------|---|----------|
| Residential – Building – Roofing+Garage    | 5 | N/A      |
| Residential – Building – Siding            | 1 | N/A      |
| Residential – Building – Windows/Doors     | 6 | N/A      |
| Residential – Mechanical – Air Conditioner | 1 | N/A      |
| Residential – Mechanical – Furnace/Boiler  | 6 | N/A      |
| Residential – Mechanical – New/Addition    | 2 | N/A      |
| Residential – Mechanical – Remodel         | 1 | N/A      |
| Residential – Plumbing – New/Addition      | 7 | N/A      |
| Residential – Plumbing – Remodel           | 3 | N/A      |
| Residential – Plumbing – Water Heater      | 2 | N/A      |
| Residential – Plumbing – Water Softener    | 1 | N/A      |
| Sign                                       | 2 | \$12,000 |

There were six (6) single-family home permits issued in the month of October.

## BUILDING INSPECTIONS

The Community Development Department conducted 200 building inspections and re-inspections in October.

## CODE ENFORCEMENT

The Community Development Department conducted 151 code enforcement inspections and re-inspections in October resulting in violations across the following categories:

| CODE ENFORCEMENT INSPECTIONS  |    |
|-------------------------------|----|
| Grass & Weeds                 | 6  |
| Outdoor Storage               | 1  |
| Unlicensed/Inoperable Vehicle | 3  |
| Unsafe Structure              | 3  |
| Junk/Debris/Blight            | 14 |
| City Code Violation           | 1  |
| Vacant Dwellings              | 7  |
| Exterior Structure            | 1  |
| Total = 36                    |    |

*\*Note: With the adoption of Ordinance No. 1524 on October 4<sup>th</sup>, 2022, Community Development staff have moved to complaint driven enforcement only, except for a change with Ordinance No. 1586 on July 7<sup>th</sup>, 2025 of monitoring properties along major thoroughfares, and near City Parks.*

### Direction on Active Code Enforcement Cases

Staff continue to send citations to the following properties as directed by City Council.

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.



- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected. Building Official has issued a report 11/3/25 for City Council action to take place.
- 3) **PID 41191502** – Exterior Structure – Issuing a \$300 citation each month until corrected.
- 4) **401 Holly St** – Fence – Issuing a \$300 citation each month until corrected.
- 5) **113 Washington St NE** – Multiple persons residing in a commercial business – Issuing \$100 per day until corrected.
- 6) **320 4th St N** – Fence w/out Permit and constructed incorrectly impeding on neighbor's home without permission. \$300 citation every 10 days until corrected.

## **VACANT BUILDING REGISTRY**

### **Properties that have completed necessary repairs and improvements**

1216 6<sup>th</sup> St S – Owner Repaired Roof – Removed from list  
 1623 9<sup>th</sup> Ave NE – Remodel Permit Issued – Work in Progress – Removed from list  
 1812 Oak St – Roof Damage. Roof permits were obtained and completed. Removed from list  
 508 9th St N – Roof Damage and Grass. Property has been purchased – Removed from list  
 715 7<sup>th</sup> Ave NE – Grass and Structural Issues – Structures have been demolished – vacant lot  
 1626 Oak Street – Siding completed  
 1201 L St NE – New owner – applied for remodeling permit  
 1022 13<sup>th</sup> Ave NE – New owner – obtained remodeling permits

### **Properties that have registered/applied for permits**

1521 Norwood St – Fire Damage – No action 2025. Added new citation 10/7/25.  
 1889 Graydon Ave – Open Excavation – Added new citation 10/7/2025. Building Official was at the property when the owner showed up. They had a conversation, and owner obtained a foundation permit. Direction was given on the process going forward.

### **Current Vacant Building Registry Properties**

912 6<sup>th</sup> Ave NE – Returned in Mail – Posted to Door. Added new citation 10/7/2025.  
 1119 13<sup>th</sup> St SE – Roof Damage – no response. Added new citation 10/7/2025  
 319 9<sup>th</sup> St N – Fire Damage – No response. Building Official processed case file and legal action is being taken with the City Attorney. Council adopted Res No. 78:25 declaring hazardous structure.  
 224 5<sup>th</sup> St N – Fire Damage. No action 2025. Added new citation 10/7/25.  
 408 2<sup>nd</sup> Ave NE – Vacant Building – No Response. No action 2025. Added new citation 10/7/25.

## **RENTAL LICENSES & INSPECTIONS**

The Community Development Department issued one (1) new rental license in the month of October.

The Housing Inspector completed 28 rental property inspections and re-inspections in October.

## **CONTRACTOR REGISTRATION**

The Community Development Department issued 10 contractor registrations in October.

## STAFF TRAININGS AND CERTIFICATIONS

### Stephanie Bestul (Zoning Specialist/ Permit Tech)

February 28<sup>th</sup> 2025 – Passed Test and Obtained Permit Technician Certification - City Council approved a promotion for Stephanie Bestul to Zoning Specialist/Permit Tech on October 20<sup>th</sup>, 2024 with the condition she obtain Permit Technician Certification within one year.

### James Kramvik (CDD)

October 25-26, 2025 – Attended the AGA Planning Conference in Willmar, MN

### Darrin Deseth (Building Official)

October 9, 2025 Mn DOLI Code's and Licensing Fall Seminar

### Jason Stockinger (Building Inspector)

October 9, 2025 Mn DOLI Code's and Licensing Fall Seminar

### James Kramvik (CDD)

November 5, 2025 – Attended Zoning Administrators Network Presentation in Walker, MN

## PLANNING AND ZONING

### November 19<sup>th</sup> Planning Commission Agenda:

- 1) Consider IUP for Short-Term Rental 712 N 6<sup>th</sup> St
- 2) Consider IUP Renewal for Short-Term Rental 1005 S 6<sup>th</sup> St
- 3) Consider IUP for Short-Term Rental 9995 Island Dr
- 4) Consider Voyageur Heights Final Plat and Final Plan PUD for 190-Unit Apartment Complex
- 5) Consider Rezoning, Future Land Use Map Amendment and CUP for Animal Clinic Parcel 41290683
- 6) Consider RFP for Comprehensive Plan Update

### Ordinance Itinerary Planning Commission:

- 1) **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. (In Progress – 75% Complete – Under 2<sup>nd</sup> Review with DNR)
- 2) **Comprehensive Plan Update** - 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. (The Planning Commission Discussed Objectives at the October 15<sup>th</sup> meeting and Staff will be presenting an RFP at the November 19<sup>th</sup> meeting.)





## ECONOMIC DEVELOPMENT

### EDA Consultants

The EDA authorized City staff to begin negotiations with their current consultants on a new shared services agreement for 2026. Staff have met with all the EDA consultants and are working on new agreements for review by the EDA at the December 4<sup>th</sup> meeting. The EDA will also consider a one-year extension of the brokerage agreement with Kamp Realty.

### Sign Grant and Façade Grant

The EDA directed staff to request the City update its sign ordinance to enhance aesthetics and prohibit banner signs prior to consideration of a matching sign grant. The City has updated its sign regulations and staff is working on parameters for both a sign grant and façade grant for the EDA to consider at its December 4<sup>th</sup> meeting. The EDA voiced preliminary interest in directing most of the funding towards properties along the Highway 210 Corridor to coincide with the reconstruction project.

## PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

**Address:** 1306 and 1308 Chicago Ave

**IN PROGRESS**

**PZE Process:** Variance

**Date Issued:** 10/8/2024

**Project Description:** To split two parcels into equal lots to construct a duplex and variances from rear and front yard setback requirements.

**Project Progress:** The property owner has been issued building permits and is nearing completion.

**Address:** 2602 S 11<sup>th</sup> St

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

**Date Issued:** 10/21/2024

**Project Description:** To add a propane storage tank to the property site.

**Project Progress:** Temporary tank was installed. The property owner submitted the necessary permit applications for the final tank to the FD.

**Address:** 502 Juniper St

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

**Date Issued:** 12/2/2024

**Project Description:** The utilization of the property as a short-term rental.

**Project Progress:** The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

**Address:** 524 N 8<sup>th</sup> St **COMPLETED**  
**PZE Process:** Interim Use Permit Renewal **Date Issued:** 12/2/2024  
**Project Description:** The utilization of the property as a short-term rental.  
**Project Progress:** The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

**Address:** 214 S 8<sup>th</sup> St **COMPLETED**  
**PZE Process:** Conditional Use Permit **Date Issued:** 12/2/2024  
**Project Description:** To operate a brew pub at the Last Turn Saloon.  
**Project Progress:** In progress

**Address:** 722 Laurel St **IN PROGRESS**  
**PZE Process:** Conditional Use Permit **Date Issued:** 12/2/2024  
**Project Description:** To convert the existing main floor commercial space into two (2) commercial units and the second floor into seven (7) residential apartment units  
**Project Progress:** Property owner has submitted applications and is working on final submittal documents.

**Address:** 722 Laurel St  
**PZE Process:** Variance **IN PROGRESS** **Date Issued:** 12/2/2024  
**Project Description:** From the parking requirements for the seven (7) units of additional housing and one (1) additional commercial space.  
**Project Progress:** In progress with the CUP in the remodel process.

**Address:** 303 J St NE **COMPLETED**  
**PZE Process:** Variance **Date Issued:** 01/06/2025  
**Project Description:** Variance to exceed the fence height on the side yard (corner) setback requirement for 6' high fences.  
**Project Progress:** Approved and completed.

**Address:** 9040 Country Manor Way **IN PROGRESS**  
**PZE Process:** PUD Amendment **Date Issued:** 02/03/2025  
**Project Description:** Amending the original planned unit development plans  
**Project Progress:** In progress – building permits issued and work has started.

**Address:** 324 5<sup>th</sup> St S **IN PROGRESS**  
**PZE Process:** Conditional Use Permit & Variance **Date Issued:** 03/03/2025  
**Project Description:** Adding two (2) residential apartment units on the second floor and variance from the landscaping requirements.  
**Project Progress:** Applicant is working with the building official on the permit requirements. No permits have been applied for yet.

**Address:** 15770 Dellwood Dr **COMPLETED**  
**PZE Process:** Plat for Common Interest Community (CIC) **Date Issued:** 03/03/2025

**Project Description:** Create a Common Interest Community for twelve (12) individually owned commercial or private storage units

**Project Progress:** CIC plat has been recorded with Crow Wing County.

**Address:** 310 W Laurel St

**DENIED**

**PZE Process:** Rezoning and Zoning Text Amendment

**Date Issued:**

**Project Description:** Rezoning commercial property from town Center(TC) to Makers & Employment (ME) to allow for the operation of U-Haul/vehicle rental business.

**Project Progress:** Denied – options for land swap have been presented to the property owner.

**Address:** 411 N 10<sup>th</sup> St

**COMPLETED**

**PZE Process:** Preliminary Plat

**Date Issued:** 03/03/2025

**Project Description:** Consolidate fourteen (14) parcels into three (3) lots; one each for the Church, School and Rectory

**Project Progress:** Final Plat, Rezoning, and CUP were approved by City Council. Development Agreement was approved by City Council.

**Address:** 1926 S 7<sup>th</sup> St (1919 S 6<sup>th</sup> St)

**COMPLETED**

**PZE Process:** Interim Use Permit

**Date Issued:** 04/07/2025

**Project Description:** Renewal of the Interim Use Permit for the Bridges on 7<sup>th</sup> Warming Shelter

**Project Progress:** The Interim Use Permit was approved for October – April 2025-2026

**Address:** NW 3<sup>rd</sup> Street PID 41040800

**DENIED**

**PZE Process:** Conditional Use Permit

**Date Issued:**

**Project Description:** Constructing a Boarding House with Attached Apartment

**Project Progress:** Project was denied due to lack of density.

**Address:** 1811 Mill Ave

**COMPLETED**

**PZE Process:** Conditional Use Permit

**Date Issued:** 04/07/2025

**Project Description:** Allowing a Third-Party to Operate Sales of Trailers and Equipment

**Project Progress:** Approved and completed.

**Address:** 1511 Northern Pacific Rd

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

**Date Issued:** 04/21/2025

**Project Description:** For the Construction of a Church to Hold Services at the 1481 location

**Project Progress:** Approved – in the design and permitting process. Building permit remodel application has been submitted.

**Address:** 1919 S 6<sup>th</sup> St

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

**Date Issued:** 04/21/2025

**Project Description:** For the Expansion of Adult Day Care Services

**Project Progress:** Approved – building permit issued for the remodel.

**Address:** 714 7<sup>th</sup> St S **COMPLETED**  
**PZE Process:** Interim Use Permit Renewal **Date Issued:** 04/21/2025  
**Project Description:** To continue Operating a Short-Term Rental  
**Project Progress:** Approved and completed.

**Address:** 2517 Greenwood St **IN PROGRESS**  
**PZE Process:** Variance **Date Issued:** 06/02/2025  
**Project Description:** To allow for the construction of an accessory building off Greenwood Street in the front yard  
**Project Progress:** Approved – building permit for the garage has been issued.

**Address:** 525 Washington St **COMPLETED**  
**PZE Process:** Variance **Date Issued:** 07/07/2025  
**Project Description:** To allow for a non-screened parking lot and reduced setbacks  
**Project Progress:** Project is in progress. Building permits have been issued.

**Address:** 1123 15<sup>th</sup> Ave NE **COMPLETED**  
**PZE Process:** Interim Use Permit Renewal **Date Issued:** 07/21/2025  
**Project Description:** To continue Operating a Short-Term Rental  
**Project Progress:** Approved and completed.

**Address:** PID 41040783 **IN PROGRESS**  
**PZE Process:** Conditional Use Permit **Date Issued:** 08/04/2025  
**Project Description:** To allow for the construction of a fellowship hall  
**Project Progress:** Approved – applicant will apply for the building permit.

**Address:** 14721 Riverside Dr **COMPLETED**  
**PZE Process:** Variance **Date Issued:** 08/04/2025  
**Project Description:** To allow for the construction of a 6' high wood privacy fence in the front yard  
**Project Progress:** Approved – applicant has received a fence permit and is working with CWC on the approved placement on Riverside Drive.

**Address:** 23 Laurel St **IN PROGRESS**  
**PZE Process:** Conditional Use Permit & Variance **Date Issued:** 08/04/2025  
**Project Description:** To allow for the construction of an addition to the Fire Hall for bluff setbacks and impervious surface requirements  
**Project Progress:** Approved – applicant will apply for the necessary building permits.

**Address:** 722 Mississippi Dr **IN PROGRESS**  
**PZE Process:** Variance **Date Issued:** 09/02/2025  
**Project Description:** To allow for the placement of a garden shed in the front yard  
**Project Progress:** Approved – applicant has received the necessary permit.

**Address: 703 7<sup>th</sup> St N**

**IN PROGRESS**

**PZE Process:** Variance

**Date Issued:** 09/02/2025

**Project Description:** To expand a non-conforming side yard setback to allow for the construction of a vertical addition to the home as proposed.

**Project Progress:** Approved – the applicant's contractor has applied for the necessary building permits and the project is in construction.

**Address: Parcel #4124152**

**IN PROGRESS**

**PZE Process:** Variance and IUP

**Date Issued:** 10/20/2025

**Project Description:** To allow for a cannabis microbusiness to operate as an accessory use in a current greenhouse and a variance from the allowed 8' fence height to 10' as required by the OCM

**Project Progress:** Approved and in progress

**Address: 3424 Oak St**

**IN PROGRESS**

**PZE Process:** Rezoning from CN-2 to GC

**Date Issued:** 10/20/2025

**Project Description:** To rezone from CN-2 to GC to allow for an Office building at 3424 Oak Street and amend the future land use map

**Project Progress:** Approved – the applicant will work towards a building plan



## MEMORANDUM

TO: Mayor Badeaux and City Councilmembers  
FROM: Nick Broyles, City Administrator  
DATE: 17 November 2025  
SUBJ: City Administrator Report

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In addition to routine administrative matters and in preparation of topics and business action items on the Council's work sessions and meeting agendas, the following is a summary of tasks and activities the City Administrator's office has been working on since the last report of 20 October 2025.

### **Community Engagement**

21 Oct: Met with CGMC consultant for our annual meeting  
22 Oct: Met with Mr. Bolling re: his easement concern  
22 Oct: HRA board meeting  
23 Oct: Meet and greet with new CWC attorney  
23 Oct: Discussed funding RFP timelines with arboretum executive director  
24-29 Oct: Annual ICMA conference  
30 Oct: Discussed orderly annexation with CWC  
31 Oct: Met w/Wideth consultant re: MDE library grant  
3 Nov: Participated in some parks discussions and topics around downtown snow removal  
3 Nov: Met w/contractor re: Brainerd Oaks development  
4 Nov: Annual open enrollment meeting w/staff  
5 Nov: Visited with Fire Chief to touch base with his department  
5 Nov: Participated in a rating conversation with Moodys  
5 Nov: Lunch to discuss city development  
5 Nov: Charter Commission meeting  
6 Nov: Had a discussion w/YMCA to discuss utilities  
6 Nov: Met w/Mike H. about development ideas  
6 Nov: YMCA annual campaign kick-off meeting  
7 Nov: Regular meeting with the mayor  
10 Nov: Participating in ongoing charter discussion meetings  
13 Nov: Met w/Severson-Porter to discuss misdemeanor prosecution contract  
13 Nov: Finalizing animal control contract  
13 Nov: Facilities discussion with new CWC facilities manager  
14 Nov: Meeting w/CWC to discuss airport appropriations

### **Charter Update**

The Charter Commission met on 5 Nov and directed staff to come back with a draft charter by the end of the year. Staff has begun, and will continue to meet regularly, to develop a draft. The next anticipated Charter Commission meeting will likely be on 17 Dec 25, but it is yet to be scheduled. Staff will be drafting a charter that will be governance focused and doctrinal in nature. We are going to attempt to stay away from operational and organizational structure issues. More to follow...



## **Finance**

Final preparations for 2026 budget continue. The preliminary levy has been set, and staff is working to meet the target levy. All of the renewal for January 1st licenses have been sent out, and staff is busy processing the returned applications.

## **Human Resources**

- 2026 Open Enrollment: an informational meeting was held on 4 Nov to help educate employees regarding 2026 benefit changes. The deadline to make 2026 benefit elections is 14 Nov.
- Public Utilities Director: Paul Sandy was hired as our Public Utilities Director and his first day of employment was 4 Nov.
- Employee Policy Manual: on 17 Nov, the City Council approved the updated Employee Policy Manual (EPM) with changes needed due to employment law changes from the 2025 legislative session. All employees have received a copy of the updated document. Acknowledgement forms for both the EPM and the new Paid Leave Notice are due to HR by 14 Nov.
- Paid Leave Private Plan: staff submitted our Paid Leave Equivalent Plan and required \$500 fee to the State for approval. Payroll, Finance and HR staff are continuing to learn about MetLife's new processes for claims as well as reporting/payment requirements as the new PFL benefit and payroll deductions start on 1 Jan 26.
- Grievance: a police officer filed a grievance regarding his initial step placement on the 2025 wage grid. Mediation is scheduled for 15 Dec.
- Hiring: processes are underway for several positions including Police Officer, Paid on-call Firefighters, Police Records Management Tech, HR Assistant, CSOs, and our winter temporary positions.

## **Public Works/Utilities/Parks/Transit**

### **Road Projects – Wright/10<sup>th</sup> Street**

Scope: watermain, sewer & storm, curb/gutter and asphalt

- Wright Street: Underground complete and first lift is paved. Final lift in 2026.
- 10<sup>th</sup> Street: Suspended until 2026

### **Road Projects – Beech/Oakridge**

Scope: watermain, sewer & storm, curb/gutter, sidewalk and asphalt

- Underground complete and first lift is paved. Final lift in 2026.

### **Road Projects – 371/Willow Roundabout**

- Complete

### **Road Projects – Hawkins/Ronald/Joseph Resurfacing**

Hawkins

- Final pavement complete. 4 new fire hydrants, bad/damage curb replaced, and turf areas hydroseeded.

Ronald and Joseph

- Suspended until 2026

## **Recreation**

Pond Hockey registration has started, season begins Jan. 8<sup>th</sup>

- We need volunteer coaches

**Parks & Streets:** preparing for winter

## **Fire**

The Fire Department hosted our annual chili cookoff and contest on 12 Nov. The event was sponsored by our wellness committee. I want to highlight our CO/Smoke alarm program. Captain Rosier began the program several years ago and this year we conducted 67 Smoke and Carbon Monoxide (CO) alarm awareness visits and replaced 20 smoke alarms that were expired or where they did not have an alarm. The department replaced or provided 52 CO Alarms and found several homes that did not have smoke or CO alarms. The oldest alarm found was from 1975 and should have been replaced at least 5 times in those 50 years. All CO alarms were through a program with the State Fire Marshals Division, and the smoke alarms were provided through donations to the BFD.

The department completed a second round of interviews for paid on-call firefighters and have a total of 4 conditional job offers out with an anticipated start date of 1 Jan 26.

## **Technology**

Public Utilities hardware inventory substantially complete, and a software inventory will follow. Computers have been replaced in the Public Utilities Department, and we are working on the same for the Airport. All city computers will be replaced in 2026 as part of the regular replacement schedule. All computer replacements will come with various additional security implementations. Significant progress is being made with GIS applications for sewer crew and others.

## **Suspense Tracker**

| Subject                   | Department     | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Date Completed | % Complete | Status      |
|---------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|-------------|
| Improvement 23-12 Beech   | Public Works   | Construction- 1st lift was completed for winter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                | 50%        | In Progress |
| Improvement 17-12 Wright  | Public Works   | Construction- 1st lift was completed for the winter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                | 50%        | In Progress |
| BlockMetrix- Site Control | Community Dev  | Staff set up a virtual meeting with Blockmetrix on 7/30 -<br>Blockmetrix did not attend - stated that an issue came up<br>Staff virtually met with Blockmetrix - 8/15 - Staff have not received a response<br>Staff will virtually meet with Blockmetrix on 9/11<br>BPU Commission directed staff to not except the edits from Blockmetrix regarding the power agreement<br>Staff is waiting on a response from Blockmetrix<br>BPU Commission considered redlined changes from Blockmetrix at the October meeting and recommended no changes<br>Blockmetrix stated without the redlined changes the project was not viable |                | 50%        | In Progress |
| Airport Resolution        | Administration | Staff continues work on resolution.<br>Interim Airport Director has been hired.<br>The Airport has been conducting meetings in July & August regarding budget.<br>7/28/25 Crow Wing County will be removing the City of Brainerd properties from the County portion of the Airport levy given that the City levies equal to or more than the County for the Airport in 2026.<br>8/5/2025 The City responded to the County' s letter regarding the airport levies.<br>10/1/2025 The Airport released it' s application process for hiring an Airport Manager                                                                |                | 25%        | In Progress |
| 805 Laurel                | HRA            | Developer is working on financing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                | 10%        | Waiting     |

|                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |             |
|------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|
| Riverside Drive Orderly Annexation | Community Dev    | <p>Draft joint resolution will be reviewed by the City Attorney prior to meeting with Crow Wing County staff</p> <p>Staff is currently making changes as directed by the City Attorney - Staff will forward amended document to City Attorney for final review</p> <p>City Attorney and City Engineer are discussing final edits - 9/9</p> <p>City has completed the final document for the proposed orderly annexation agreement- 10/13</p> <p>City staff met with the County on 10/30 to discuss the agreement</p> <p>Staff is researching legal descriptions and preparing the public notice</p>                                                                                                | 60% | In Progress |
| 2026 Budget                        | Administration   | Preliminary Levy set on September 29th: \$7,666,013 (8% increase)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 40% | In Progress |
| Pedestrian Bridge                  | Public Works     | Staff is pursuing funding opportunities including State Bonding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 25% | Waiting     |
| Codification                       | Administration   | <p>Initial talks have taken place.</p> <p>Need to develop a schedule.</p> <p>Staff is working to do this internally.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0%  | Not Started |
| Wastewater Reclamation             | Public Utilities | <p>Staff is pursuing funding opportunities including State Bonding</p> <p>Awarded \$5 million in Congressional Spending.</p> <p>Project bids were rejected at the November commission and December council meeting. Bolton and</p> <p>Menk are suggesting we pursue construction manager at risk (CMAR) to oversee the project and</p> <p>create a maximum price. The process for CMAR has been initiated in the May and June Commission</p> <p>meetings and Bolton &amp; Menk has prepared draft requests for staff to begin reviewing and the review</p> <p>process has begun. In addition, the request for proposals has been advertised and will be open</p> <p>through September 4, 2025.</p> | 25% | Waiting     |

|                               |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |      |             |
|-------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-------------|
| Hydrodam                      | Public Utilities | <p>Barr Engineering and staff continue work related to procurement of one generator at the hydro facility.</p> <p>Barr recently found from multiple suppliers that the project type with the submersible generators are no longer in production or have been paused. In Barr' s preliminary research the eliminated line of turbine was anticipated to be the most economical for the utility. Barr continues to evaluate options, for the generation at the hydro facility. The newest challenges are evaluating civil work and costs that would be incurred for installation of any new generators. The most recent option considered is a stream diver generator installed vertically in the pit or in the tail race. No estimates have been provided at this time as Barr continues to estimate the additional costs.</p> |          | 25%  | Waiting     |
| Shoreland Ordinance           | Community Dev    | <p>Planning Commission to review preliminary language on 9/17</p> <p>Planning Commission reviewed language at the 10/15 meeting and directed staff to work with the DNR on four outstanding items.</p> <p>Planning Commission is planning on holding a public hearing at the December meeting</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          | 75%  | In Progress |
| Sale of Industrial Properties | Community Dev    | Developer' s legal team is reviewing the preliminary purchase and development agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          | 25%  | In Progress |
| COMPLETE IN 2025              |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |      |             |
| Country Manor                 | Community Dev    | <p>Development Agreement (executed)</p> <p>Tax Abatement Agreement (executed)</p> <p>Cost Share Agreement CWC (executed)</p> <p>Conduit Debt PH 3/17 (Complete)</p> <p>Conduit Debt Agreement 3/17 (executed)</p> <p>Will Issue Letter 5/12 (executed)</p> <p>Issue Conduit Debt (5/28)</p> <p>Groundbreaking Ceremony (6/10)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6/2/2025 | 100% | Complete    |

|                                                                                            |               |                                                                                                                                                                                                                                                                                                                                                                     |           |      |          |
|--------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|----------|
| Rural Service District Ordinance                                                           | Community Dev | Review of Draft Ordinance (Complete)<br>1st Reading (Complete)<br>Letters mailed to designated property owners 5/12<br>2nd Reading & Public Hearing 6/2                                                                                                                                                                                                             | 6/9/2025  | 100% | Complete |
| Ordinance to Amend Off-Street Parking – Allowing Unimproved Surfaces in General Industrial | Community Dev | Planning Commission Reviewed Draft Ordinance (complete)<br>Planning Commission Reviews Ordinance and Holds Public Hearing 5/21<br>Planning Commission Recommended Ordinance 5/21<br>First Reading 6/2<br>Final Reading 6/16                                                                                                                                         | 6/13/2025 | 100% | Complete |
| Ordinance to Amend Screening Requirements – Outdoor Sales                                  | Community Dev | Planning Commission Review Draft Ordinance (complete)<br>Planning Commission Reviews Ordinance and Holds Public Hearing 5/21<br>Planning Commission Recommended Ordinance 5/21<br>First Reading 6/2<br>Final Reading 6/16                                                                                                                                           | 6/13/2025 | 100% | Complete |
| Code Enforcement Ordinance                                                                 | Community Dev | Review Draft Ordinance 5/19<br>First Reading of Proposed Ordinance 6/2<br>Final Reading and public hearing 7/7                                                                                                                                                                                                                                                      | 7/2/2025  | 100% | Complete |
| Office Business in the GI District                                                         | Community Dev | Developer submitted letter of intent to purchase three City owned industrial lots for a medical clinic – 6/5<br>EDA recommended that Office Business should be an allowed use in the GI District – 6/5<br>Planning Commission will consider request and conduct public hearing on 6/18<br>First Reading 7/7<br>Final reading and consideration by City Council 7/21 | 7/17/2025 | 100% | Complete |
| Corner Lot Fence Requirements                                                              | Community Dev | City Council Directed Planning Commission to Review Proposed Regulations for Corner Lot Fences 5/19<br>Planning Commission Reviewed Proposed Ordinance Language and Directed Staff to Hold a Public Hearing 6/18 at Planning<br>Planning Commission Recommended Approval 6/18<br>First Reading 7/7<br>Final reading and City Council consideration 7/21             | 7/24/2025 | 100% | Complete |
| SRTS Lowell                                                                                | Public Works  | Construction                                                                                                                                                                                                                                                                                                                                                        | 8/19/2025 | 100% | Complete |

|                                          |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |      |          |
|------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|----------|
| Amended Allowed Use Table – Zoning Code  | Community Dev   | Initial Planning Commission Review of Revised Allowed Use Table 5/21<br>Planning Commission Review and Direct Changes 6/18<br>Planning Commission Public Hearing 7/16<br>City Council First Reading – 8/9                                                                                                                                                                                                                                  | 8/19/2025 | 100% | Complete |
| St. Francis Development Agreement        | Community Dev   | Staff drafted a development agreement and e-mail the agreement for St. Francis to review – 7/1<br>St. Francis reviewed the development agreement and sent a revised version – 7/11<br>Staff met with City Attorney to discuss revisions – 7/14<br>City Attorney approved revisions – 7/29<br>City Council review on – 8/4                                                                                                                  | 8/19/2025 | 100% | Complete |
| Arbitration Hearing with Teamsters Union | Human Resources | The Arbitration Hearing with the Teamsters (Police Lieutenant and Sergeants) Union took place on July 31st. (Update will be available)<br>The results of the arbitration will be ratified on 9/15.                                                                                                                                                                                                                                         | 9/10/2025 | 100% | Complete |
| 614 Front Street Building – Fire Damage  | Community Dev   | Fire occurred at 614 Front Street – 6/4<br>City Council waived fire escrow – 7/7<br>Property owner submitted structural plans – 7/29<br>Building permit submittal requires details on connection points –<br>Building Official working with Structural Engineer to provide details – 7/30<br>Building permit issued for structural improvements – 8/4<br>Structural improvements and roof repair is complete<br>Front Street Café reopened | 9/11/2025 | 100% | Complete |
| John Stram, 921 SE 19th Street           | Public Works    | The owner, John Stram received a grant to install a well on his property.                                                                                                                                                                                                                                                                                                                                                                  | 9/17/2025 | 100% | Complete |

|                                                              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |      |          |
|--------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|----------|
| 8th & Maple Parking Lot                                      | Public Works  | First Lutheran Church is the primary owner of the parking lot at 8th & Maple along with The Office Shop and Anderson Cleaners. There is an 'L' shaped City Alley through the lot from Maple South to the middle of the block which then turns West to 7th in the middle of the block. The 3 abutting property owners are looking at resurfacing. What is the protocol to get the City to participate financially? The 2nd Question is that due to the high quantity of semi-truck traffic at the SE corner of the Office Shop bldg. we possibly will want to beef up this portion of the lot which crosses the Southern portion of the City's N/S alley. Will the City participate in what possibly could be an additional expense? | 9/24/2025 | 100% | Complete |
| Transit Consultant Review                                    | Public Works  | 3rd party BlueSky has an extreme amount of Non-Performance Issues causing staff to have State conduct a Consultant Review. Presentation at the September 23rd TAC meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9/29/2025 | 100% | Complete |
| Improved Signage Ordinance                                   | Community Dev | Reviewed Example Ordinances and Selected New Proposed Language (complete)<br>Planning Commission Reviewed Draft Ordinance on 6/18 and Directed Staff to Research Sign Lighting Standards<br>Planning Commission to Review Final Draft on 7/16<br>Planning Commission asked staff for additional lighting research - 7/16<br>Planning Commission will review additional lighting standards - 8/20<br>Planning Commission directed staff to hold a public hearing on - 9/17                                                                                                                                                                                                                                                           | 9/29/2025 | 100% | Complete |
| Dennis Bollig, 1001 Anabec Street: Stormwater Retention Pond | Public Works  | Staff has met with Mr. Bollig. An update will be given at the 12/1 Council meeting as Mr. Bollig is out of town until then                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 9/29/2025 | 100% | Complete |
| Improvement 23-16 S Brd Resurface                            | Public Works  | Construction<br>Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER<br>Assessment PH 1ST MEETING OCTOBER<br>Assessment Finalized 1ST MEETING OCTOBER<br>Payment of Assessment DECEMBER 1ST TO COUNTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 10/7/2025 | 100% | Complete |



|                                  |                |                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |      |          |
|----------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|----------|
| Hiring Public Utilities Director | Administration | Council and Public Utilities Commission conducted a workshop regarding roles and responsibilities.<br>City Council approved the job description changes on 8/18 and directed staff to move forward with hiring using GMP guarantee. The job posting went live on the GMP website on 9/4/25. First review of applicants will occur on October 12th. Applicants were encouraged to apply as soon as possible as rolling interviews will occur. | 10/31/2025 | 100% | Complete |
| M Street Outfall                 | Public Works   | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                 | 11/13/2025 | 100% | Complete |



## SPECIAL EVENT APPLICATION

Date of Application: 10/27/25

Event applications must be submitted to the Public Works Department at 501 Laurel Street, Brainerd, MN 56401 or [tgage@ci.brainerd.mn.us](mailto:tgage@ci.brainerd.mn.us) at least 30 calendar days prior to the event and will require City Council approval.

### Type of Event:

☐ Event- City Parking Lot  
☒ Event with Street Closure

☐ Event- City Park  
☐ Other

### Name of Event:

### Organizer Information

|                             |                           |
|-----------------------------|---------------------------|
| Organization Name           | Brainerd American legion  |
| Organization Address        | 708 Front Street Brainerd |
| Event Contact Person        | Janelle Lall              |
| Event Contact Phone         | 218-851-4205              |
| Event Contact Email         | brainerd legion 255@gmail |
| Contact (Day of)            |                           |
| For Profit/Nonprofit Status | Non Profit                |

### Event Information

#### Description of Activities

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

CW Sheriff trailer parked in front of the legion - 1 way traffic - 2 lanes to hand out pick up + to go Thanksgiving meals.  
This is for the Thanksgiving Day Community Meal.

**Event Details:**

| Event Date | Start Time | End Time | Event Location(s) |
|------------|------------|----------|-------------------|
| 11/27/25   | 9 am       | 1pm      | 708 Front Street  |
|            |            |          |                   |
|            |            |          |                   |

**City Locations/Facilities**

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

**Sit Information**

Electrical Usage ☐ YES ☒ NO

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

Amplified Sound ☐ YES ☒ NO

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

Restrooms ☒ YES ☐ NO

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

Company contracted for restrooms: inside

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

Signs/Banners/Posters/Flyers ☒ YES ☐ NO

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

Trash Receptacle Disposal ☒ YES ☐ NO

Company contracted for trash receptacle disposal:

## Contacts, Permits, and Fees Checklist

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

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

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

### Contact Information

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

### Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7<sup>th</sup> st between Maple and Front Streets):

Front Street

Date and Time for beginning of street closure: 9am-1pm

Date and Time for reopening of streets: 1pm

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian traffic along sidewalks):

Still can pass thru - other businesses are closed.

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

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

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

### Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Janelle Lacy

Signature of Applicant

Janelle Lacy

Print Name

**Event Application Approval**

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

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

Approval Conditions:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2025

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

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

|                                       |  |                                                       |                       |
|---------------------------------------|--|-------------------------------------------------------|-----------------------|
| <b>PRODUCER</b>                       |  | <b>CONTACT NAME:</b> Lisa Schueller                   |                       |
| Baxter Insurance Group of Agents, LLC |  | <b>PHONE (A/C, No, Ext):</b> (218) 855-0331           | <b>FAX (A/C, No):</b> |
| 8374 Brandon Road                     |  | <b>E-MAIL ADDRESS:</b> lisas@baxterinsurancegroup.com |                       |
| Baxter                                |  | <b>INSURER(S) AFFORDING COVERAGE</b>                  |                       |
| MN 56425                              |  | <b>INSURER A:</b> SECURA INS A MUT CO                 |                       |
|                                       |  | <b>INSURER B:</b> SECURITY NATL INS CO                |                       |
|                                       |  | <b>INSURER C:</b>                                     |                       |
|                                       |  | <b>INSURER D:</b>                                     |                       |
|                                       |  | <b>INSURER E:</b>                                     |                       |
|                                       |  | <b>INSURER F:</b>                                     |                       |
|                                       |  | <b>NAIC #</b>                                         |                       |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                         | ADDL SUBR INSD WVD                                   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                   |                                                      | CP3307699     | 07/01/2025              | 07/01/2026              | EACH OCCURRENCE \$ 1,000,000                                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |               |                         |                         |                                                                                 |
|          |                                                                                                           | MED EXP (Any one person) \$                          |               |                         |                         |                                                                                 |
|          |                                                                                                           | PERSONAL & ADV INJURY \$ 1,000,000                   |               |                         |                         |                                                                                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |                                                      |               |                         |                         | GENERAL AGGREGATE \$ 3,000,000                                                  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                      |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 3,000,000                                             |
|          | OTHER:                                                                                                    |                                                      |               |                         |                         | \$                                                                              |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                               |                                                      |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
|          | <input type="checkbox"/> ANY AUTO                                                                         |                                                      |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                        |                                                      |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                   |                                                      |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                           |                                                      |               |                         |                         | \$                                                                              |
|          | <b>UMBRELLA LIAB</b>                                                                                      |                                                      |               |                         |                         | EACH OCCURRENCE \$                                                              |
|          | <b>EXCESS LIAB</b>                                                                                        |                                                      |               |                         |                         | AGGREGATE \$                                                                    |
|          | DED RETENTION \$                                                                                          |                                                      |               |                         |                         | \$                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                      |                                                      | SWC1564078    | 07/01/2025              | 07/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | E.L. EACH ACCIDENT \$ 100,000                        |               |                         |                         |                                                                                 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    | E.L. DISEASE - EA EMPLOYEE \$ 100,000                |               |                         |                         |                                                                                 |
|          |                                                                                                           | E.L. DISEASE - POLICY LIMIT \$ 500,000               |               |                         |                         |                                                                                 |
|          |                                                                                                           |                                                      |               |                         |                         |                                                                                 |

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

Location: 708 Front Street, Brainerd MN 56401  
Event: Community Thanksgiving Dinner held 11/27/2025 from 09:00am to 1:00pm.  
Coverage is continuous until cancelled and includes patio & front sidewalk

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Justin Neptune

CITY OF BRAINERD

501 LAUREL ST

BRAINERD MN 56401

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ACORD 25 (2016/03)

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**RESOLUTION**  
**xx:25**

**RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS**  
**July 1, 2025- September 31, 2025**

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

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

| <u>Name of Donor</u> | <u>Amount</u> | <u>Requested Use of Donation or Contribution</u> |
|----------------------|---------------|--------------------------------------------------|
|----------------------|---------------|--------------------------------------------------|

**SEE ATTACHED LIST OF DONORS**

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

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

Adopted this 17th day of November 2025

\_\_\_\_\_  
MIKE O'DAY  
President of the Council

Approved this 18th day of November 2025

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
NICHOLAS W. BROYLES  
City Administrator



# MEMO



**TO:** Finance Director Connie Hillman  
**FROM:** Fire Chief Tim Holmes  
**DATE:** October 13, 2025  
**SUBJECT:** 2025 – 3<sup>rd</sup> Quarter Donation

Brainerd Fire Department received the following donations in the 3<sup>rd</sup> quarter:

|                        |             |                             |
|------------------------|-------------|-----------------------------|
| Fleet Farm             | \$ 500.00   | Gift Card – Fire Prevention |
| Culvers                | \$ 583.33   | Fire Equipment              |
| Indiana University     | \$ 500.00   | PulsePoint Donation         |
| Mills Automotive Group | \$ 1,000.00 | Equipment Donation          |

Feel free to contact me with any questions.

# Brainerd Parks and Recreation

## Contributions and Donations July-Oct 2025

| Received From          | Receipt Date | Type of Donation                     | Amount Received |
|------------------------|--------------|--------------------------------------|-----------------|
| <b>Lions Club</b>      |              |                                      |                 |
| RG Insurance           | 07/21/25     | Banner Program                       | 150.00          |
| Mills Automotive Group | 07/21/25     | Mills Field Maintenance              | 5,000.00        |
| Lions Club             | 08/29/25     | Lions Park at Buffalo Hills Sidewalk | 3,000.00        |
| Super One              | 08/20/25     | Great Pumpkin Festival (Gift Card)   | 100.00          |
| American National Bank | 09/05/25     | Great Pumpkin Festival               | 200.00          |
| Jack Laimer            | 09/11/25     | Memorial Tree & Plaque               | 215.00          |
| Mata Williams          | 07/18/25     | Memorial Tree & Plaque               | 174.99          |
| Glen Meiner            | 07/21/25     | Memorial Tree & Plaque               | 175.00          |
|                        |              |                                      |                 |
|                        |              |                                      |                 |
| Salvation Army         | 10/04/25     | Great Pumpkin Festival Hot Chocolate | In Kind         |
| Boy Scouts Troop 43    | 10/04/25     | Popcorn Balls                        | In Kind         |
|                        |              |                                      |                 |
| <b>TOTAL</b>           |              |                                      | <b>\$864.99</b> |



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Adopt a Resolution supporting a Memorandum of Understanding Between Central Lakes College and the City of Brainerd.

**AGENDA:** Consent

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** John Davis, Police Chief

**DEPARTMENT:** Police

**PRESENTER:** John Davis, Police Chief

**ESTIMATED TIME (MIN):** 2 minutes

**SUMMARY OF ISSUE:** This Memorandum of Understanding (MOU) renews a current MOU and formalizes the ongoing partnership between Central Lakes College (CLC) and the City of Brainerd, specifically the Brainerd Police Department (BPD), to strengthen cooperation on issues of campus and community safety. It fulfills the requirements of Minnesota Statutes §§135A.15 and 626.891, which mandate written agreements between postsecondary institutions and local law enforcement agencies regarding the response to campus-related sexual violence.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The following are key points of the MOU:

- **Purpose:**  
To outline how CLC and BPD will collaborate on reports of sexual assault, domestic violence, dating violence, and stalking involving students or employees, ensuring lawful information sharing, victim support, and coordination of investigations.
- **Information Sharing & Coordination:**  
The agreement sets protocols for communication between CLC and BPD during investigations, balancing law enforcement confidentiality with the college's Title IX and safety obligations. It allows mutual sharing of crime statistics, emergency notifications, and timely safety alerts.
- **Victim Support:**  
Both parties agree to inform victims of their rights, provide resources, and coordinate responses to ensure safety and appropriate follow-up actions.
- **Periodic Review:**  
Representatives from both sides will meet annually to assess the MOU's effectiveness, review shared materials, and recommend improvements.
- **Term & Termination:**  
The MOU takes effect **January 1, 2026**, and remains valid through **December 31, 2028**.

This MOU has been reviewed by Attorney Langel.

**RECOMMENDED ACTION/MOTION:** Adopt a Resolution supporting a Memorandum of Understanding Between Central Lakes College and the City of Brainerd.

**FINANCIAL IMPACT:** None

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into effective January 1, 2026, by and between the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Central Lakes College and the City of Brainerd. The City and the College may, from time to time herein, be collectively referred to as “the Parties.”

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

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

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

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

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

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

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

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

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

1. **Sexual Assault and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU, sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College if PD reasonably believes that doing so would jeopardize its criminal investigation.
  - a. The College and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties acknowledge the need to strike a balance between the interests of the criminal process and the College's obligations under state and federal law.
  - b. If necessary to prevent interference with its criminal investigation, PD will provide the College with a report of sexual violence involving a College student-victim. PD will provide the College with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College may need to take immediate interim action to protect the victim(s) and maintain a safe campus environment. However, upon PD's request, the College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the College will limit information regarding the incident to only those administrative units that have a need-to-know basis, to protect the campus community. In such cases, PD will notify the College when it has completed its initial investigation, and notification to the parties by the College will not interfere with the criminal investigation.
  - c. When College receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PD.
  - d. The College will provide PD with copies of policies and procedures regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.
  - e. Upon request, the parties will provide each other with information and records to the extent allowed or required by law and in accordance with applicable policies.
2. **Domestic Violence and Stalking.** The College agrees to provide PD information (e.g., office name and contact information) about campus resources for victims of domestic

violence and/or stalking. PD agrees that its investigators will strive to provide this information to student-victims as appropriate.

3. **Collection of Crime Statistics.** The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PD annually. PD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics.
4. **Emergency Notification and Crime Alerts.**
  - a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
  - b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty, or staff, PD may notify the College so that the College can determine whether the College should issue an emergency notification or timely warning.
5. **Training.** The parties agree to collaborate on providing education and training opportunities of interest to both parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.
  - a. The parties agree to share information about education and training opportunities that may be of interest to each other and to exchange information from training sessions of mutual interest.
  - b. The College agrees to provide training to PD personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's administrative process and the criminal process, College resources, and other information that would be of value to PD.
  - c. PD agrees to provide training to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in issues of sexual violence, on agreed-upon topics such as preservation of evidence.

- d. Upon mutual agreement between the representatives of the parties coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.
6. **Periodic Meetings.** The parties agree to meet annually at agreed-upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:
- a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement.
  - b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and
  - c. Discuss any other matters of importance to the parties.
7. **Term.** This MOU is effective on January 1, 2026, or upon the date the final required signature is obtained by the College, whichever occurs later, and shall remain in effect until December 31, 2028. The parties shall endeavor to review this MOU as the end date approaches to ensure its compatibility and effectiveness in light of any changes in laws, policies, or circumstances.
8. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party if such action is necessary for significant health or safety issues or to comply with applicable law.
9. **Modification.** This MOU may be modified only in writing signed by both parties.
10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
11. **Assignment.** Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.
12. **Liability.** Each party is responsible for its own acts and behavior and the results thereof. College/College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
13. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.



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

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

**IN WITNESS WHEREOF**, the undersigned hereto have executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Dave Badeaux, Mayor

---

Hara Charlier, Central Lakes College  
President

---

Nick Broyles, City Administrator

RESOLUTION NO:  
XX:25

**RESOLUTION APPROVING THE RENEWAL OF THE STATE OF MINNESOTA MEMORANDUM OF UNDERSTANDING ON BEHALF OF CENTRAL LAKES COLLEGE AND THE CITY OF BRAINERD POLICE DEPARTMENT**

WHEREAS, the City of Brainerd, on behalf of its Police Department, has an existing Memorandum of Understanding (MOU) with the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State), on behalf of Central Lakes College; and

WHEREAS, this partnership supports the shared goal of maintaining a safe and secure environment for students, faculty, staff, and community members; and

WHEREAS, Minnesota Statutes §§135A.15 and 626.891 require postsecondary institutions and local law enforcement agencies to enter into and maintain written agreements that outline the responsibilities and coordination between both parties regarding the prevention of, response to, and investigation of campus-related sexual assault, domestic violence, dating violence, and stalking; and

WHEREAS, the City of Brainerd and Central Lakes College wish to renew this Memorandum of Understanding for the term January 1, 2026, through December 31, 2028, to remain in compliance with these statutory requirements and to continue their long-standing cooperation and mutual commitment to campus and community safety.

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

1. The renewal of the Memorandum of Understanding between the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Central Lakes College, and the City of Brainerd on behalf of its Police Department, is hereby approved. A copy of the renewed MOU is attached to this Resolution and incorporated by reference.
2. The City Administrator, Nick Broyles, and the Mayor, Dave Badeaux, or their successors, are designated as the authorized representatives for the City of Brainerd Police Department. These representatives are further authorized to execute any subsequent renewals, amendments, or agreements required by the State of Minnesota to maintain compliance with Minn. Stat. §§135A.15 and 626.891.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mike O'Day  
President of the Council

Approved \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
DAVID BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
Nick Broyles  
City Administrator



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Approve Change Order #3 - Imp 17-12 - Wright/10th Reconstruction Project

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

**DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, City Engineer

**ESTIMATED TIME (MIN):** 2 Minutes

**SUMMARY OF ISSUE:** Attached to this item is a Change Order request for Imp 17-12 - Wright/10th Reconstruction Project. During underground utility excavation, staff and the contractor encountered potentially contaminated materials. As a rule, potentially contaminated materials must be treated as contaminated until they can be tested and handled appropriately. Change Order #3 is to compensate the contractor for labor and equipment time necessary to haul and stockpile potential contaminated materials.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The cost of Change Order #3 is for \$5,355. Staff reviewed the hours and equipment and find the amount to be appropriate for the work required.

**RECOMMENDED ACTION/MOTION:** Staff recommends approval of Change Order #3 in the amount of \$5,355.

**FINANCIAL IMPACT:** \$5,355.00



|           |             |                 |     |                  |   |
|-----------|-------------|-----------------|-----|------------------|---|
| SP/SAP(s) | 108-131-002 | MN Project No.: | N/A | Change Order No. | 3 |
|-----------|-------------|-----------------|-----|------------------|---|

|                           |                                                                                              |                   |       |
|---------------------------|----------------------------------------------------------------------------------------------|-------------------|-------|
| Project Location          | Wright Street - South 6th Street to 13th Street SE (CR 45), 10th Street SE - Industrial Park |                   |       |
| Local Agency              | City of Brainerd                                                                             | Local Project No. | 17-12 |
| Contractor                | Landwehr Construction, Inc.                                                                  | Contract No.      | 17-12 |
| Address/City/State/Zip    | PO Box 1086 846 South 33rd Street / St. Cloud / MN / 56302                                   |                   |       |
| Total Change Order Amount |                                                                                              | \$5,355.00        |       |

**Issue:** The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 "Extra Work". The Contractor was required to haul and stockpile potential contaminated materials until testing could be completed to determine if contamination was present.

**Resolution:**

1. The Agency will compensate Contractor for labor and equipment required to haul and stockpile the materials.

**Entitlement:** Payment for this work will be at: Negotiated Lump Sum basis as provided in MnDOT Specification 1904 (include as many as apply), as shown in the estimate of cost.

Contract Time - is not changed

| Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.) |           |                                    |      |            |                 |                  |
|------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------|------|------------|-----------------|------------------|
| Group/Funding Category**                                                                                         | Item No.  | Description                        | Unit | Unit Price | + or - Quantity | + or - Amount \$ |
| Watermain / Wright Street                                                                                        | 2106.6 01 | HAUL & STOCKPILE CONTAMINATED SOIL | LS   | \$5,355.00 | 1               | \$5,355.00       |
| Net Change this Change Order                                                                                     |           |                                    |      |            |                 | \$5,355.00       |

**\*\*Group/funding category is required for federal aid projects**

Project Engineer: *Jessie Lawrence Dehn*  
Print Name: Jessie Lawrence Dehn

Date: 11/07/2025  
Phone: 218-454-3411

Contractor: [2#first\_last#5]  
Print Name: [2#first\_last#4]

Date: [2#obtained#7]  
Phone: [2#phone#6]



|           |             |                 |     |                  |   |
|-----------|-------------|-----------------|-----|------------------|---|
| SP/SAP(s) | 108-131-002 | MN Project No.: | N/A | Change Order No. | 3 |
|-----------|-------------|-----------------|-----|------------------|---|

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for **FUNDING PURPOSES ONLY** and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for:

\_\_\_\_\_ Federal Funding  
\_\_\_\_\_ State Aid Funding  
\_\_\_\_\_ Local/Other Funds

District State Aid Engineer: \_\_\_\_\_

Date: \_\_\_\_\_



# LANDWEHR CONSTRUCTION INC.

**PO Box 1086 St. Cloud, MN 56302**

**Phone(320) 252-1494 Fax (320) 252-2380**

**Date: September 17, 2025**

**To: City of Brainerd**

**RE: Brainerd - Wright 10th IMP 17-12**

**Description of Work:**

Possible Contaminated Soil

**Date: September 11, 2025**

| Item                           | Hours | Rate   | Total                  |
|--------------------------------|-------|--------|------------------------|
| OPERATOR                       | 4.5   | 118.00 | \$ 531.00              |
| OPERATOR                       | 4.5   | 118.00 | \$ 531.00              |
| LABORER                        | 4.5   | 108.00 | \$ 486.00              |
| LABORER                        | 4.5   | 108.00 | \$ 486.00              |
| LABORER                        | 4.5   | 108.00 | \$ 486.00              |
| LABORER                        | 4.5   | 108.00 | \$ 486.00              |
| KUBOTA SVL75 TRACK SKID LOADER | 4.5   | 70.00  | \$ 315.00              |
| DOOSAN 85 BACKHOE              | 4.5   | 178.00 | \$ 801.00              |
| 2013 VOLVO 120G LOADER         | 4.5   | 159.00 | \$ 715.50              |
| CAT 25 OFF ROAD                | 4.5   | 115.00 | \$ 517.50              |
| Total                          |       |        | \$ 5,355.00            |
| Grand Total                    |       |        | <u><u>5,355.00</u></u> |



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Consider HyTec Proposal for City Hall Annex Building

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, City Engineer, James Kramvik, Community Development Director

**DEPARTMENT:** Public Works

**PRESENTER:** Mike Habighorst, Public Works Director

**ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:** HyTec has completed the proposal to provide improvements to the Annex. It has been confirmed we have \$160,000 allocated for these improvements. Attached is HyTec detail proposal and the main goal is the button-up the exterior of the building and to complete critical infrastructure such as Electrical and Fire Alarm System.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** If we use the Gordian program with Sourcewell, we could start the improvement this year, as Gordian has already completed the bid process and awarded qualified contractors for the entire state of Minnesota. The cost to use Gordian program for the Annex improvements will be \$13,506. With the Gordian program, change orders are controlled by the already bid process for specific items.

If the City completed the bid process, Widseth would charge \$xxxx to develop a scope of work for contractors to bid the work. Staff would solicit contractors to bid the project, City Council would award a contractor and project would start March/April of 2026. Any change orders would be submitted by the contractor.

Using the Gordian program with HyTec as the contractor, City Council could award the main bid proposal of General Requirements, Windows, Existing Furnace-AC Start-Up, and Electrical/Fire Alarm for a total of \$155,249. It is recommended that any Mechanical work (HVAC/Furnace) be delayed until occupancy is determined. Verbiage from the Mechanical sub-contractor:

If this is all they want to do is keep the air from becoming stagnate, they could scratch the entire HVAC system upgrade along with the AC units. The 2 furnaces that serve the upper level are new with newer AC units to go with them. Being they serve the upper level where the majority of the heat is, the cold air will move around the build and sink downstairs and could always leave the 2 existing furnace fans running to help move air through the building. as long as the building isn't occupied. Until you find out what the plans are for the Annex building it would be best to hold off with any HVAC modifications; depending of number of tenants, office spaces, etc. the HVAC may need to be enlarged or totally

redone at that time and anything we do right now, may not meet the requirements of the remodel and therefore money spent on the system may be wasted at this time.

**RECOMMENDED ACTION/MOTION:** Staff is seeking direction from the Council on Annex building:

1. Select the Gordian process and award HyTec the improvements with the following bid proposal: Original Proposal of \$155,249 plus the Aternate #1 Sub-Flooring at \$2,800 for a total of \$158,049.
2. Direct staff to hire Widseth to develop the scope of work for bidding and solicit contractors for Annex improvements.
3. Direct staff to schedule a special meeting/workshop to determine the future of the Annex building.

**FINANCIAL IMPACT:**



November 7, 2025

Mike Habighorst  
City of Brainerd  
Public Works Director  
501 Laurel Street  
Brainerd, Minnesota 56401

RE: BRAINERD ANNEX BUILDING  
213 SOUTH 5<sup>th</sup> STREET  
BRAINERD, MINNESOTA 56401

Dear Mike::

Per our Conversations, Preliminary Plans and Site Visit, we hear-by submit our budgetary proposal for Upgrades and Remodel of the Brainerd Annex Building located at 213 South 5<sup>th</sup> Street in Brainerd, Minnesota.

Included in our Budgetary Proposal are the Following Items:

1. General Requirements, Supervision, Coordination with City Staff and Gordian Fees
1. Exterior Windows Upgrade
  - a. Furnish Material and Labor to Demo and Remove 18 Exterior Windows and Trim
  - b. Furnish Material and Labor to Install New Wood Bucks Around Each Window
  - c. Furnish Material and Labor to Install 18 New Aluminum Windows
    - i. 3 - W01 Windows – 36" x 60"
    - ii. 2 – W02 Windows – 36" x 72"
    - iii. 1 – W03 Window – 36" x 84"
    - iv. 12 – W04 Windows – 36" x 90"
    - v. 1 – W55 Window – 48" x 90"
    - vi. Bronze Color Aluminum Window Frames
    - vii. 1" Insulated Glazing
      - ¼" Clear Glass
      - ½" Clear Air Space
      - ¼" Low E Clear Glass
      - ½" Dessicant
    - viii. Spray Foam Window Insulation
    - ix. Breakmetal Flashing/Trim
    - x. Caulking
  - d. Furnish Material and Labor to Install Wood Trim and Formica Windowsills
    - i. Color of Trim and Formica by Owner

2. Electrical Upgrades

a. Furnish Material and Labor too:

- i. Replace Ten (10) Broken Receptacle Plates
- ii. Install Eleven (11) New Emergency "EXIT" Light Fixtures
- iii. Replace Two (2) Burnt out Light Fixtures
- iv. Replace Two (2) Overhead Light Fixtures in 2<sup>nd</sup> Floor Restrooms
- v. Replace One (1) Light on 2<sup>nd</sup> Floor Near the Stairs
- vi. Replace (2) Exterior Soffit Lights
- vii. Disconnect and Reconnect New Rooftop AC Units
- viii. Disconnect and Reconnect Two (2) New Furnaces

4. Fire Alarm/Life Safety System Upgrades

b. Furnish Material and Labor to Install Code Compliant Fire Alarm System

- i. Fully Addressable and Code Compliant
- ii. Added Horns/Strobes and Smoke Detectors
- iii. Start-up, Testing and Owner Training

5. Final Clean-up

**Cost Breakdown**

General Requirements

|                                                                   |              |
|-------------------------------------------------------------------|--------------|
| Gordian Fees                                                      | \$ 13,506.00 |
| Permits, Shop Drawings, Supervision, Coordination with City Staff |              |
| Pedestrian Traffic Control, Allowance for Start-up of             |              |
| HVAC Units for First Floor, Safety and Miscellaneous Items        |              |
| Dumpsters, Daily Clean-up, Final Clean-up                         |              |
| Mobilization, Portable Unit, and Close Out Documents              | \$ 43,101.00 |

Windows

|                                                      |              |
|------------------------------------------------------|--------------|
| Windows, Blocking, Stain Wood Trim, Gypsum Patching, | \$ 77,890.00 |
| Paint Touch-up Trim and Sills                        |              |

Electrical/Fire Alarm

\$ 20,752.00

Total: \$ 155,249.00

We propose to furnish material, tax, freight, and labor - complete in accordance with all items in this budgetary proposal as listed above for **\$ 155,249.00 (One Hundred Fifty-Five Thousand Two Hundred Forty-Nine Dollars and No Cents)**

As part of our proposal, we offer some Budgetary Alternates/Deductions for your consideration:

**Alternate Add #1 – Replace Sub-Floor 2<sup>nd</sup> Floor East Conference Room (Allowance)**

1. Furnish Materials and Labor to Demo and Remove Existing Carpet
2. Furnish Materials and Labor to Remove and Replace Sub-Floor

We propose to furnish material, tax, freight and labor complete in accordance with all Budgetary Items in Alternate #1 as listed above for an add of **\$ 2,800.00 (Two Thousand, Eight Hundred Dollars and No Cents)**

**Alternate Add #2 – HVAC Upgrades to First Floor Furnace System**

3. HVAC Upgrades
  - a. Furnish Material and Labor to Remove and Dispose of Intended Equipment to be Replaced
  - b. Furnish Material and Equipment to Install Two (2) New Lennox 80% Efficient, Single-Stage Furnaces
    - i. 60,000 BTU Furnaces
    - ii. Re-Use Existing Vent Stacks
    - iii. Gas Piping
    - iv. Two (2) Honeywell Digital Thermostats
  - c. Furnish Material and Labor to Install Two (2) Lennox 2.5 Ton, 14 SEER Air Conditioners
    - i. New Line Sets for New AC Units
    - ii. Sheet Metal Adaptions

We propose to furnish material, tax, freight and labor complete in accordance with all Budgetary Items in Alternate #2 as listed above for an add of **\$ 27,028.00 (Twenty-Seven Thousand, Twenty-Eight Dollars and No Cents)**

**Alternate Add #3 – Upgrade First Floor HVAC System Furnace Install (Allowance)**

1. Furnish Materials and Labor to Construct New Chase Walls for New Chimney
  - a. Wood Walls, Wood Blocking
  - b. Sheetrock and Taping
  - c. Paint Walls
1. Furnish Material and Equipment to Install Two (2) New Lennox 96% Efficient, Single-Stage Furnaces
  - a. 60,000 BTU Furnaces
  - b. Re-Use Existing Vent Stacks
  - c. Gas Piping
  - d. Two (2) Honeywell Digital Thermostats

We propose to furnish material, tax, freight and labor complete in accordance with all Budgetary Items in Alternate #3 as listed above for an add of **\$ 11,198.00 (Eleven Thousand, One Hundred Ninety-Eight Dollars and No Cents)**

**Alternate Deduct #4 – In Lieu of Total HVAC Upgrade to First Floor - Reuse Existing First Floor Furnaces and Install New AC Units**

We propose to furnish material, tax, freight and labor complete in accordance with all Budgetary Items in Alternate #4 as listed above for a deduction of **\$ 6,000.00 (Six Thousand Dollars and No Cents)**

**Alternate Add #5 – Update One (1) First Floor Restroom to Comply with ADA Standards**

1. Furnish Material and Labor Demo and Remove Existing Walls, Flooring and Tile
2. Furnish Material and Labor to Cut, Remove and Replace Concrete Floor
3. Furnish Materials and Labor to Construct New ADA Bathroom
  - a. Wood Walls, Insulation, Wood Blocking
  - b. Sheetrock and Taping
  - c. Paint Walls
  - d. New Acoustical Ceiling
4. Plumbing - Furnish Material and Labor to Install
  - a. City of Brainerd Plumbing Permit
  - b. New Plumbing Rough ins
  - c. One (1) Gerber Viper Handicap Stool with Bemis Open Front Seat
  - d. One (1) American Standard Lucerne 20" x 18" Wall Hug Lavatory
  - e. Standard Reliant Faucet with Drain, Grid
5. Electrical – Furnish Material and Labor to Install
  - a. New Electrical Wiring and Fixtures
  - b. New Overhead Lighting

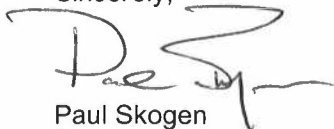
We propose to furnish material, tax, freight and labor complete in accordance with all Budgetary Items in Alternate #1 as listed above for an add of **\$ 17,453.00 (Seventeen Thousand, Four Hundred Fifty-Three Dollars and No Cents)**

|                                                         |                                 |
|---------------------------------------------------------|---------------------------------|
| <b>Original Proposal</b>                                | <b>\$ 155,249.00</b>            |
| <b>Alternate #1 – Sub-Flooring 2<sup>nd</sup> Floor</b> |                                 |
| <b>Conference Room</b>                                  | <b>\$ 2,800.00</b>              |
| <b>Alternate #2 - HVAC Upgrades</b>                     | <b>\$ 27,028.00</b>             |
| <b>Alternate #3 – Upgrade Furnace install</b>           | <b>\$ 11,198.00 (Allowance)</b> |
| <b>Alternate #4 - AC Only in First Floor</b>            |                                 |
| <b>Furnaces</b>                                         | <b>\$ -- 6,000.00</b>           |
| <b>Alternate #5 – ADA Bathroom</b>                      | <b>\$ 17,453.00</b>             |
| <b>Total</b>                                            | <b>\$ 207,728.00</b>            |

I believe very strongly that Hy-Tec Construction can provide you with the level of service you expect and deserve. We are very confident that our capabilities will allow us to quickly integrate Hy-Tec Construction into your Construction needs and be productive right from the start.

Thank You for the Opportunity to Present this Budgetary Proposal for Your Consideration. If you have any questions or concerns, please contact me.

Sincerely,



Paul Skogen  
Project Manager



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Direction on Active Code Enforcement

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** James Kramvik, Community  
Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community  
Development Director

**ESTIMATED TIME (MIN):** 2 Minutes

**SUMMARY OF ISSUE:**

Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to three administrative citations for non-compliance. Once three citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violations. Staff is bringing one (1) property before the Committee for review. Staff is looking for direction from the Council as to how to proceed with the case.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

Attached is the case file for:  
1209 Rosewood St

Per Section 320, action that could be taken against these properties include:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of offense)
- 4) Cease corrective action

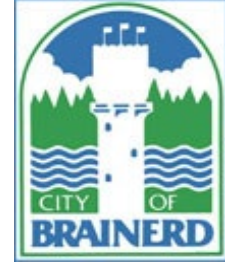
**RECOMMENDED ACTION/MOTION:**

1209 Rosewood St

*Staff recommend sending a \$300 citation every 30 days.*

**FINANCIAL IMPACT:** N/A

# MEMO



**TO:** Mayor and City Council  
**FROM:** James Kramvik, Community Development Director  
**DATE:** November 17<sup>th</sup>, 2025  
**RE:** Recommendations for Active Code Enforcement Cases

---

Staff recommend the following actions for the active code enforcement cases brought before the City Council:

*Staff recommend*

- **1209 Rosewood St – Damaged Roof**
  - Received one (1) Notice of Violation 8/15/25 and three (3) Citations
  - First Citation 9/16/25 – Third Citation 10/22/25
  - \$600 in open citations
  - Property owner has not contacted staff.

*Staff recommend sending a \$300 citation every 30-days.*

## **Running Summary of Actions Taken**

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected. Working with City Attorney
- 3) **PID 41191502** – Exterior Structure – Issuing a \$300 citation each month until corrected.
- 4) **401 Holly St** – Fence – Issuing a \$300 citation each month until corrected.
- 5) **113 Washington St NE** – Residing in a commercial business – Issuing \$100 per day until corrected.
- 6) **320 4<sup>th</sup> St N** - \$300 citation every 10 days until fence is corrected.
- 7) **907 Fir St** – Obtaining administrative search warrant to enter the property and abate the junk/debris/blight. Abated 11/5/25
- 8) **1419 Mary St** – Obtaining administrative search warrant to tow unlicensed/inoperable vehicle. Property owner took care of – no action taken.



August 15, 2025

FLETCHER, DAVID P  
1209 ROSEWOOD ST  
BRainerd, MN 56401

**ORDER TO CORRECT ADMINISTRATIVE VIOLATION**

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

**Property Address:** 1209 ROSEWOOD ST  
**Real Estate Code:** 41250650

**Violation: Damage Roof**  
IPMC 304.7, 304.1.1(8)

Description: The roof and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

The following conditions shall be determined unsafe and shall be repaired or replaced to comply with the International Building Code: Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue, or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

Corrective action is required; thirty (30) days are allowed from the date of this letter.

To review City Codes on the web, go to [www.ci.brainerd.mn.us/153/City-Code](http://www.ci.brainerd.mn.us/153/City-Code).

**Action should be taken on or before 09/14/2025**

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1<sup>st</sup> Citation - \$100.00 | 2<sup>nd</sup> Citation - \$200.00 | 3<sup>rd</sup> Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,  
By Order of:  
THE CITY OF BRAINERD







This citation charges you with one or more violations of the  
Property Maintenance Code, Ordinance No. 1338

**THIS IS THE ONLY NOTICE YOU WILL RECEIVE**

**Administrative Citation**

Department of Building Safety – 218-828-2307

EN25-0416

Date of Violation: 10/22/2025

Parcel ID: 41250650

Violator(s): FLETCHER, DAVID P  
1209 ROSEWOOD ST  
BRainerd, MN 56401

Location/Address of Violation: **1209 ROSEWOOD ST**

### **VIOLATION**

| Section               | Subdivision, Chapter<br>or Article | Fine     |
|-----------------------|------------------------------------|----------|
| IPMC 304.7,304.1.1(8) | Damage Roof                        | \$300.00 |

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

**Citation Amount Due: \$300.00**

**Payment Due By: 30 Days from Date of Violation**

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:  
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

**Re-inspection Date: 11/01/2025**

**For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.**

**An additional citation will be issued if the violation is not corrected by the re-inspection date.**

**Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.**

**Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.**

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Jason Stockinger, Building Inspector

Date: 10/22/2025

Representative's Signature:

(served via first class mail)







# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Approve Promotion of Laura Jewell to Billing Representative

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Kris Schubert, Human Resources  
Director, Paul Sandy, Public Utilities Director

**DEPARTMENT:** HR

**PRESENTER:** Kris Schubert, Human Resources  
Director

**ESTIMATED TIME (MIN):** N/A - Consent

**SUMMARY OF ISSUE:** On October 6th, the Council authorized backfilling the Billing Representative position. An internal job posting was conducted with three employees applying for the position. Staff recommends promoting Laura Jewell to the Billing Representative position effective November 4, 2025. Mrs. Jewell will be placed on Step 6 (\$34.33 per hour) pursuant to City Policy.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** After reviewing the organizational structure, Staff recommends backfilling with a Business Office Support Specialist instead of the Cashier/Postal Specialist, which is Mrs. Jewell's previous position. This action basically combines the two positions, realizing that both positions perform customer service duties for the Public Utilities Department and both positions are currently paid the same wage. Attached is the updated Business Office Support Specialist job description. A redlined version is also attached for convenience depicting the recent recommended changes for combining the two positions.

**RECOMMENDED ACTION/MOTION:** Motion to:

1. Promote Laura Jewell to the Billing Representative position effective November 4, 2025; further that she be placed on Step 6 of the Billing Representative wage grid (\$34.33 per hour).
2. Approve the updated Business Office Support Specialist job description as presented and to authorize Staff to complete a hiring process to fill the position.

**FINANCIAL IMPACT:** Both the Billing Representative and Cashier/Postal Specialist positions were included in the 2025 Public Utilities Department Budget.





## **Business Office Support Specialist**

Department: Public Utilities

FLSA Status: Non-Exempt

### **General Definition of Work**

The Business Office Support Specialist is a union position under the general supervision of the Business Office Supervisor. The primary duties for this position are to perform a variety of administrative and/or customer service duties relating to customer utility accounts and other utility business including providing relief/back up various positions within the business/repair office.

### **Qualification Requirements**

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### **Essential Functions**

- Ability to relieve and/or assist other administrative and customer service positions as needed; Works as a team with other Customer Service personnel to provide exceptional customer service.
- Responsible for daily bank deposits, post office/City Hall mail pick up and drop off, and oversees mailing of customer utility bills, outgoing mail, maintains the postage and mailing system.
- Responsible for preparation of BPU Commission board packets including agenda and related documents.
- Address questions from utility customers and other outside agencies and assist with problems, complaints, and service concerns.
- Assist in reviewing, scanning, and compiling information for utility service applications, receiving payments from the public at the counter, drive-thru, and by telephone and tracking any changes on customer accounts for inaccurate mailing information, name changes, bank foreclosures etc. and reconciling cash drawers and preparing daily deposits from payments received.
- Scanning and organizing Laserfiche files.
- Monitor BPU incoming emails and respond or forward to appropriate staff.
- Review, approve, and process customer and/or electric service upgrade rebates.
- Assist with preparation on daily service orders for final readings.
- Assist in the process and maintenance in the collection of bad debts including corresponding with collection agencies.
- Occasional administrative work for Wastewater Supervisor.
- Performs routine office tasks as required and special projects as assigned.

# Business Office Support Specialist

## Page 2

*The duties listed in the Essential Functions section are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

### Knowledge, Skills and Abilities

- Working knowledge of BPU's policies and procedures, including safety practices and procedures.
- Demonstrates organizational and time management skills to organize daily work schedule efficiently with the ability to handle multiple interruptions and adjustment of priorities throughout the day without compromising accuracy or efficiency.
- Logical thinker with ability to solve practical problems, applying common sense to interpret and independently carry out detailed instructions in various forms, and an aptitude for math to provide the ability to compile, review, and tabulate financial data.
- Outstanding communication and interpersonal skills and be able to work with customers to answer questions and provide service in a professional manner.
- Must be able to deal with complaints, difficult situations, and angry individuals. Possesses the ability to effectively gather and present information as well as respond to questions and resolve complaints from the general public, all departments, government officials, and public agencies in a courteous manner; and preserving confidentiality of account and credit information relating to customer accounts.
- Require knowledge and understanding of BPU accounting and billing systems and practices related to customer accounts.
- Proficient in the use of PC's and relevant software packages, knowledge of basic office equipment, as well as accounting and clerical procedures; accurately managing files and records; possess ability to create spreadsheets, compose correspondence, reports, and documents.

### Education, Experience and Special Requirements

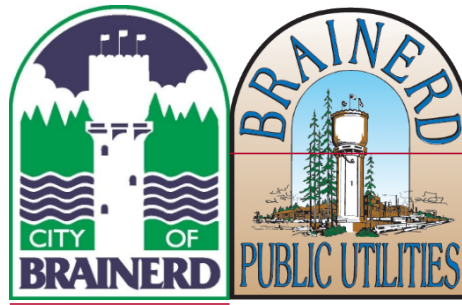
- High school diploma or GED
- Completion of office practices and/or general accounting courses, and/or equivalent combination of related education and experience.
- Experience with Microsoft Office Products: Word and Excel desired
- One or more years of utility related experience desired.
- Valid MN driver's license

### Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires speaking and hearing, using hand to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic). Employee is not required to work in adverse weather conditions.

***This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.***

**Last Revised: November 17, 2025**



## Business Office Support Specialist

Department: ~~Brainerd~~ Public Utilities (BPU)

FLSA Status: Non-Exempt

### General Definition of Work

The Business Office Support Specialist is a union position under the general supervision of the ~~Accounting Supervisor~~ Business Office Supervisor. The primary duties for this position ~~is~~ are to perform a variety of administrative and/or customer service duties relating to customer utility accounts and other utility business including providing relief ~~relieve~~ back up various positions within the business/repair office ~~and will perform a variety of administrative and/or customer service duties relating to customer utility accounts and other utility business.~~

### Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### Essential Functions

- Ability to relieve and/or assist other administrative and customer service positions as needed; Works as a team with other Customer Service personnel to provide exceptional customer service.
- Responsible for daily ~~payment drop box pick up~~, bank deposits, post office/City Hall mail pick up and drop off, and oversees mailing of customer utility bills, outgoing mail, maintains the postage and mailing system.
- Responsible for preparation of BPU Commission board packets including agenda and related documents.
- Address questions from utility customers and other outside agencies and assist with problems, complaints, and service concerns.
- Assist in reviewing, scanning, and compiling information for utility service receiving applications, receiving payments from the public at the counter, drive-thru, and by telephone and tracking any changes on customer accounts for inaccurate mailing information, name changes, bank foreclosures etc. and reconciling cash drawers and preparing daily deposits from payments received.
- Scanning and organizing Laserfiche files.
- Monitor BPU incoming emails and respond or forward to appropriate staff.
- Review, approve, and process customer and/or electric service upgrade rebates.
- ~~Review, approve, and process customer Electric Service Upgrade rebates.~~
- Assist with preparation on daily service orders for final readings.
- Assist in the process and maintenance in the collection of bad debts including corresponding with collection agencies.

- Occasional administrative work for Wastewater Supervisor.
- Performs routine office tasks as required and special projects as assigned.
- ~~Special Projects as assigned.~~

*The duties listed above in the Essential Functions section are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

## **Business Office Support Specialist**

Page 2

### **Knowledge, Skills and Abilities**

- Working knowledge of BPU's policies and procedures, including safety practices and procedures.
- Demonstrates organizational and time management skills to organize daily work schedule efficiently with the ability to handle multiple interruptions and adjustment of priorities throughout the day without compromising accuracy or efficiency.
- Logical thinker with ability to solve practical problems, applying common sense to interpret and independently carry out detailed instructions in various forms, and an aptitude for math to provide the ability to compile, review, and tabulate financial data.
- Outstanding communication and interpersonal skills and be able to work with customers to answer questions and provide service in a professional manner.
- Must be able to deal with complaints, difficult situations, and angry individuals. Possesses the ability to effectively gather and present information as well as respond to questions and resolve complaints from the general public, all departments, government officials, and public agencies in a courteous manner; and preserving confidentiality of account and credit information relating to customer accounts.
- Require knowledge and understanding of BPU accounting and billing systems and practices related to customer accounts.
- Proficient in the use of PC's and relevant software packages, knowledge of basic office equipment, as well as accounting and clerical procedures; accurately managing files and records; possess ability to create spreadsheets, compose correspondence, reports, and documents.

### **Education, Experience and Special Requirements**

- High school diploma or GED
- Completion of office practices and/or general accounting courses, and/or equivalent combination of related education and experience.
- Experience with Microsoft Office Products: Word and Excel desired
- One or more years of utility related experience desired.
- Valid MN driver's license

### **Physical Requirements**

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires speaking and hearing, using hand to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic). Employee is not required to work in adverse weather conditions.



*This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

Last Revised: ~~May 26, 2023~~November 17, 2025



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Discussion of 2026 Parks Proposed Capital

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Mike Habighorst, Public Works  
Director

**DEPARTMENT:** Parks

**PRESENTER:** Connie Hillman, Finance Director

**ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:**

In August, the Park Board presented a capital budget, where the equipment portion totaled \$142,000, facilities totaled \$106,000 and \$457,386 for long term capital needs. Since August, the policy of no vehicles driving in the parks has been brought to light, and this includes the park maintenance vehicles while removing trash, mowing etc. Therefore, Staff presented, and the Park Board approved a revised plan.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The attachment shows the August plan and the revised plan.

There is no difference in the dollar amount of the revised plan to what was originally presented. Instead of 50% of a used lift and wing plow, as well as an aerator, the proposed plan is for a gator, and a piece of snow equipment.

**RECOMMENDED ACTION/MOTION:**

A motion to accept the proposed revised 2026 parks capital budget.

**FINANCIAL IMPACT:**

## Parks 2026 Proposed Capital Budget

|                                                               | August            | Revised           |
|---------------------------------------------------------------|-------------------|-------------------|
| Used Lift (50% of Cost)                                       | 17,500            | -                 |
| Wing Plow (50% of Cost)                                       | 7,500             | -                 |
| Aerator                                                       | 9,000             | -                 |
| Gator/Turf Vehicle                                            |                   | 30,000            |
| Snow Equipment                                                |                   | 4,000             |
| Tree Replacement                                              | 25,000            | 25,000            |
| Picnic Table/Grilling Station/Trash Can Replacement           | 15,000            | 15,000            |
| Park Weed and Feed Program                                    | 25,000            | 25,000            |
| Bench Installation Program                                    | 5,000             | 5,000             |
| Park ADA Upgrades                                             | 25,000            | 25,000            |
| Park Sign Replacement                                         | 5,000             | 5,000             |
| Security Cameras                                              | 8,000             | 8,000             |
| <i>Facility Projects</i>                                      |                   |                   |
| Lum Park - Stone Arch Roof Assembly                           | 6,000             | 6,000             |
| Memorial - Main Playground                                    | 100,000           | 100,000           |
| <b>Total Cash to be Spent</b>                                 | <b>248,000</b>    | <b>248,000</b>    |
| <i>Park Board Long-term Capital Asset Maintenance Request</i> | <i>457,386</i>    | <i>457,386</i>    |
| <b>Total Capital Planned</b>                                  | <b>\$ 705,386</b> | <b>\$ 705,386</b> |
| Parks Equipment/Annual Programs                               | 142,000           | 142,000           |
| Park Request Facilities                                       | 563,386           | 563,386           |
| Total Park Board Request                                      | 705,386           | 705,386           |



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Adopt Resolution Establishing Deferred Assessment Criteria

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** Connie Hillman, Finance Director

**DEPARTMENT:** Finance

**PRESENTER:** Connie Hillman, Finance Director

**ESTIMATED TIME (MIN):** 5 minutes

**SUMMARY OF ISSUE:**

One of the criteria for determining if a financial hardship exists, is the estimated market value of the applicant's homestead. This value had not been updated since pay year 2022. At the November 3rd Council meeting, the Council directed Staff to review and bring a revised resolution back to Council.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

Staff felt rather than have a specific dollar amount listed in the resolution, whereas if the value changed, a new resolution would need to be made, to reference the source that would be used. Staff reviewed the City of Baxter's deferred assessment application. Their requirement is that the market value of the homestead parcel does not exceed 150% of Baxter's median home value as determined by the U.S. Census Bureau, which is currently at \$447,600. Staff feels that using the median value as determined by Crow Wing County for homesteads within City of Brainerd would be a better value to use, as we have done in the past.

The proposed resolution also states that the value will be reviewed bi-annually, in even pay years. For example, we will use the median value for PY 2026 (assessment 2025 value) as the maximum value when evaluating the applications for deferred assessments for PY 2027 (evaluated in fall of 2026) and PY 2028 (evaluated in fall of 2027). We will use the median value for PY 2028 (assessment 2027 value) when evaluating deferred assessment applications for PY 2029 and PY 2030 and so on.

**RECOMMENDED ACTION/MOTION:**

Adopt proposed resolution as presented.

**FINANCIAL IMPACT:**

**RESOLUTION**  
**NO. ~~37XX~~:2225**

**RESOLUTION ESTABLISHING CRITERIA FOR DEFERMENT OF ASSESSMENTS**

**WHEREAS**, Minnesota Statutes sections 435.193 through 435.195 authorize the City of Brainerd to defer the payment of special assessments imposed upon homestead property owned by qualified citizens; and

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

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

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

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

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

- B. The special assessments to be deferred must be multi-year assessments and the original principal amount must exceed \$300.00.

~~C.—The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than \$173,800 (2022 assessment median homestead value per Crow Wing County). the assessment median homestead value per Crow Wing County for homesteads within the City of Brainerd. This amount will be updated bi-annually on the even pay years (i.e. on the pay year 2026, 2028 etc.)~~

- 5. The payment of an assessment may be deferred for any homestead property owner by:
  - A. A person is 65 years of age or older for whom it would be a hardship to make the payments.
  - B. A person retired by reason of permanent and total disability for whom it would be a hardship to make payments. A disability shall be deemed to exist when the applicant presents a signed letter by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.
  - C. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service as defined in Section 19.05, subdivision 5b or 5c, as stated in the person's military orders for whom it would be a hardship to make the payments.
  - D. Veteran and received the market value exclusion for veterans with disability through Crow Wing County and for whom it would be hardship to make the payments with the exception of 4C.

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

- 6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:
  - A. The death of the owner when there is no spouse who is eligible for deferment;
  - B. The sale, transfer, or subdivision of all or any part of the property;

- C. Loss of homestead status on the property;
- D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
- E. Failure to file a renewal application with the time prescribed by Paragraph 3.

7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005, and Resolution No. 54:16 adopted on November 21, 2016, and Resolution No. 37:22 adopted on October 17, 2022.

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



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** 2026 Levy Update

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Discussion Item

**SUBMITTED BY:** Connie Hillman, Finance Director

**DEPARTMENT:** Finance

**PRESENTER:** Connie Hillman, Finance Director

**ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:**

At the September 29, 2025 special council meeting, the City Council set the preliminary levy at \$7,666,013 an 8% increase over the 2025 levy amount. At that time, the estimated levy was 11.01% over 2025. Since then, the budget has been updated with changes noted below:

- Actual health insurance renewal rates for Better Health Collective, Teamsters and IUOE plans.
- An increase in the PILOT to be 3% of revenue, as well as updated for 2026 budgeted electric sales. The budget number was \$780,000, it is now \$843,900.
- An increase in the police and fire state aid based on the amount of the 2025 aid that was received on September 30th. This also increased expenditures because the fire state aid is passed through to the relief association.
- The announced retirements and the backfill of those positions. Also changed the estimated start date of the 27th officer to December 1st.
- Use of 2025 projected fund balance in the amount of \$86,900. It is *not* a guarantee that we will have revenues exceeding expenditures, but this represents the amount the City will need to pay our 3rd party inspector from revenue that was received in 2025.

Currently, the levy is at \$7,677,892, or an 8.17% increase over the 2025 levy amount. Approximately an additional \$12,000 needs to be cut to get to 8%.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

The budget still needs to be adjusted for taking downtown snow removal in-house.

Staff will be presenting budgets at the December 1st council meeting for the other funds the Council has historically adopted an official budget - Transit, Library, Recycling, Parking Lot, Permanent Improvement, Mayor's Contingency, EDA, as well as the two enterprise funds - Sanitary and Storm.

Staff received the preliminary tax rate information from the County. The preliminary tax rate for the City for pay year 2026 is 57.449% with a levy of \$7,666,013. The tax rate is 53.883% for 2025.

Staff is working on scheduling a meeting with the Council President, P&F Committee Chair, City



Administrator and Finance Director for the week of November 16th.

The final levy, which can be lower, but not higher than the preliminary levy, and the budget for the general fund needs to be set by December 31st. The budget public hearing is scheduled for Monday, December 8th at 6:00 pm. Staff is wondering if the Council would like to have a budget workshop to further discuss the levy and budget for 2026, or have Staff provide another update at the December 1st council meeting, at which time Council will provide further direction to Staff on what levy amount should be used for the public hearing.

**RECOMMENDED ACTION/MOTION:**

Discussion and further direction on the 2026 levy, and consider if a budget workshop should be held.

**FINANCIAL IMPACT:**

# 2026 Levy Overview

As of 11/12/25

|                                                | Actual 2024           | Adopted Budget 2025   | Current 2026 Budget   | Difference in Budgets | % Difference Current vs 2025 Budget |
|------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------------------------------|
| <b>TOTAL OPERATING EXPENDITURES</b>            |                       |                       |                       |                       |                                     |
| Personnel Services                             | \$ 8,507,778          | \$ 9,091,429          | \$ 9,681,657          | \$ 590,228            | 6.49%                               |
| Supplies                                       | 635,844               | 716,900               | 717,425               | 525                   | 0.07%                               |
| Services                                       | 2,803,710             | 3,208,645             | 3,394,056             | 185,411               | 5.78%                               |
| Transfers Out/Capital Outlay                   | 813,577               | 408,332               | 414,249               | 5,917                 | 1.45%                               |
| <b>Total Expenditures</b>                      | <b>\$ 12,760,909</b>  | <b>\$ 13,425,306</b>  | <b>\$ 14,207,387</b>  | <b>\$ 782,081</b>     | <b>5.83%</b>                        |
| <b>TOTAL CAPITAL</b>                           | <b>\$ 1,255,927</b>   | <b>\$ 1,180,927</b>   | <b>\$ 1,180,927</b>   | <b>-</b>              | <b>0.00%</b>                        |
| <b>TOTAL DEBT LEVY</b>                         | <b>\$ 920,000</b>     | <b>\$ 765,000</b>     | <b>\$ 765,000</b>     | <b>\$ -</b>           | <b>0.00%</b>                        |
| <b>OTHER LEVIES</b>                            |                       |                       |                       |                       |                                     |
| Perm Improvement                               | \$ 375,350            | \$ 417,539            | \$ 425,890            | \$ 8,351              | 2.00%                               |
| Sr Activity/Green Space/Comm Fest.             | 289,959               | 313,154               | 319,417               | 6,263                 | 2.00%                               |
| Library                                        | 149,788               | 152,784               | 155,840               | 3,056                 | 2.00%                               |
| EDA                                            | 152,861               | 186,812               | 186,812               | -                     | 0.00%                               |
| Airport                                        | 146,080               | 1,000                 | 215,000               | 214,000               | 21400.00%                           |
| <b>Total Other Levies</b>                      | <b>\$ 1,114,038</b>   | <b>\$ 1,071,289</b>   | <b>\$ 1,302,959</b>   | <b>\$ 231,670</b>     | <b>21.63%</b>                       |
| <b>TOTAL ESTIMATED EXPENDITURES</b>            | <b>\$ 16,050,874</b>  | <b>\$ 16,442,522</b>  | <b>\$ 17,456,273</b>  | <b>\$ 1,013,751</b>   | <b>6.17%</b>                        |
| <b>TOTAL REVENUE - NON-PROPERTY TAX</b>        |                       |                       |                       |                       |                                     |
| Other Taxes                                    | \$ (239,878)          | \$ (198,500)          | \$ (179,500)          | \$ (19,000)           | -9.57%                              |
| Licenses & Permits                             | (388,006)             | (503,865)             | (561,370)             | 57,505                | 11.41%                              |
| Grants & Aids                                  | (5,929,204)           | (5,924,522)           | (6,099,666)           | 175,144               | 2.96%                               |
| Revenue from Other Gov'ts                      | (433,430)             | (320,040)             | (357,253)             | 37,213                | 11.63%                              |
| Charges for Services                           | (952,538)             | (1,027,460)           | (1,029,242)           | 1,782                 | 0.17%                               |
| Fines & Forfeitures                            | (116,740)             | (126,000)             | (120,500)             | (5,500)               | -4.37%                              |
| Other Revenues                                 | (1,264,389)           | (961,000)             | (1,048,300)           | 87,300                | 9.08%                               |
| Transfers In/Debt Proceeds                     | (114,820)             | (187,000)             | (179,000)             | (8,000)               | -4.28%                              |
| <b>Total Revenues</b>                          | <b>\$ (9,439,005)</b> | <b>\$ (9,248,387)</b> | <b>\$ (9,574,831)</b> | <b>\$ 326,444</b>     | <b>3.53%</b>                        |
| <b>(USE)/ADDITION TO FUND BALANCE</b>          |                       |                       |                       |                       |                                     |
| Election                                       | \$ (15,000)           | \$ 15,000             | \$ (15,000)           | \$ 30,000             |                                     |
| Public Safety Aid - # of Officers              |                       | (95,700)              | (47,850)              | (47,850)              |                                     |
| Public Safety Aid - RMS Software               |                       | (15,275)              | (53,800)              | 38,525                |                                     |
| Use of Fund Balance 2025 - 3rd Party Inspector |                       |                       | (86,900)              |                       |                                     |
| Estimated Levy                                 | <b>\$ 6,596,869</b>   | <b>\$ 7,098,160</b>   | <b>\$ 7,677,892</b>   | <b>\$ 666,632</b>     | <b>9.39%</b>                        |
| Actual Levy / <b>Proposed</b>                  | <b>\$ 6,443,500</b>   | <b>\$ 7,098,160</b>   | <b>\$ 7,677,892</b>   |                       |                                     |
| % Increase                                     |                       | <b>2.00%</b>          | <b>8.17%</b>          |                       |                                     |
| \$ Increase                                    |                       | 139,180               | 579,732               |                       |                                     |
| Preliminary Levy                               |                       |                       | 7,666,013             |                       |                                     |
|                                                |                       |                       | <b>11,879</b>         |                       |                                     |



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Final Reading of Proposed Ordinance 1597 - Amending Section 1110 - Cannabis, Hemp and Related Businesses and Section 1000 - General Provisions Appendix A

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** Connie Hillman, Finance Director,  
James Kramvik, Community Development Director

**DEPARTMENT:** Finance

**PRESENTER:** Connie Hillman, Finance Director

**ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:**

At the October 6th council meeting, Council provided direction to Staff regarding various options for on-site sales, lower potency hemp edible retailers (LPHE), and cannabis events. The only thing different from what was directed by the Council, has to do with the duration of a cannabis event. Council's direction was to allow an organizer one event per calendar year in any 4-day combination, like a temporary liquor license. The current proposed ordinance limits a cannabis event to 1 per organizer in a calendar year that cannot last longer than 4 consecutive days.

As directed by City Council, cannabis events will not be allowed to be held in residential zoning districts, which includes the TN-2 district.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

With the changes occurring to the state statute, some of the definitions have already changed from when the original ordinance was adopted in 2024. Therefore, Staff is proposing to amend the code by removing all definitions and referring to the state statute. This is why almost all of Section 1110.01 and all of Sections 1110.03 and 1110.05 are repealed.

The current section of City Code 1110 can be found by using this link: <https://www.ci.brainerd.mn.us/DocumentCenter/View/134/Section-1110---Cannabis-Hemp-and-Related-Businesses>

City Council conducted the first reading of Proposed Ordinance 1597 at the November 3rd meeting and the only change has been to the heading, acknowledging that the ordinance changes Section 1000 as well.

**RECOMMENDED ACTION/MOTION:**

1. Conduct the final reading of Proposed Ordinance 1597 and dispense with the actual reading.  
*Note: A vote to dispense with the actual reading of the ordinance must be unanimous.*
2. Conduct the public hearing for Proposed Ordinance 1597.

3. Adopt Propose Ordinance 1597.
4. Adopt the attached resolution approving a summary publication of Ordinance 1597.

**FINANCIAL IMPACT:**

**ORDINANCE  
NO. 1597**

**AN ORDINANCE AMENDING SECTION 1110 – CANNABIS, HEMP, AND RELATED  
BUSINESSES AND SECTION 1000 - GENERAL PROVISIONS APPENDIX A**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 1110.01 of the City Code is hereby repealed and replaced with the following underlined language.

1110.01 Definitions. Subdivision 1. For the purposes of this section, the terms and definitions of Minnesota Statue Chapter 342 apply.

SECTION TWO: Repeal. Section 1110.03 is hereby repealed.

SECTION THREE: Repeal. Section 1110.05 is hereby repealed.

SECTION THREE: Section 1110.07 is hereby amended by adding the following underlined language:

Subd. 3. On-Sale Limitations. No on-sale sales of hemp products shall be made after 1:00 am.

SECTION FOUR: Section 1110.11 is hereby created with the following language underlined:

1110.011 Cannabis Event Permit. Subdivision 1. Cannabis events are allowed subject to the following:

1. The event organizer must apply for and receive a City permit to hold a cannabis event prior to submission of the "Local Approval of Cannabis Event" form to the OCM. The event organizer shall include with the permit application all information required to be submitted to the State under Minnesota Statute section 342.39, subd. 2.
2. The cannabis event is contingent upon the event organizer receiving a valid event organizer license from the OCM
3. Any changes to the cannabis event organizer's vendor list after submission of the Local Approval of Cannabis Event form to the OCM shall be provided to the City.
4. An organizer may hold one event per calendar year lasting no more than four consecutive days.
5. The event organizer may designate an area for consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or any combination of those items.
6. Events are prohibited in residential zoning districts.
7. The event location must comply with all City zoning, land use and building code requirements.

Subdivision 2. Registration Fees. The fees for permits under this section are set by Section 1000 General Provisions Appendix A: Fee Schedule.

SECTION FIVE: Section 1000 General Provisions Appendix A: Fee Schedule of the City Code is hereby amended with deleted language stuck out and new language underlined:

| Liquor/Tabacco/Cannabis                 | Annual Fees Unless Indicated Otherwise July 1 <sup>st</sup> -June 30th                                                                                                                                                       |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Cannabis Event</u>                   | <u>\$135 per day; One event per calendar year no longer than four consecutive days.</u>                                                                                                                                      |
| Cannabis <del>Retail</del> Registration | <del>\$500 Initial Retail Fee</del><br><del>\$1000 Renewal Retail Registration</del><br><u>Maximum allowed by Minnesota Statute Chapter 342. Registrations are for the period specified in Minnesota Statute Chapter 342</u> |

SECTION SIX: 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**

The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1597. The purpose of this ordinance amendment is to amend Section 1110 of the Brainerd City Code concerning Cannabis, Hemp, and Related Businesses

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, November 17, 2025 in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1597. Any individual needing special accommodation please call (218) 828-2307.

Dated this 8<sup>th</sup> day of November 2025.

A handwritten signature in black ink, appearing to read "Connie Hillman". The signature is fluid and cursive, with the first name "Connie" and last name "Hillman" clearly distinguishable.

Connie Hillman  
Finance Director

**R E S O L U T I O N**  
**NO. XX:25**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE 1597**

**BE IT RESOLVED** by the City Council of the City of Brainerd, Crow Wing County, Minnesota as follows:

**WHEREAS**, on November 17<sup>th</sup>, 2025, the City Council adopted Ordinance No. 1597 which amends Sections 1110 and 1000 of the Brainerd City Code.

**WHEREAS**, Ordinance No. 1597 contains a table and would be expensive to publish in its entirety.

**NOW, THEREFORE, BE IT RESOLVED** that the Council finds that the following text clearly informs the public of the intent and effect of Ordinance No. 1597 and approves the following summary for publication:

SUMMARY PUBLICATION OF ORDINANCE 1597

AN ORDINANCE AMENDING SECTION 1110 – CANNABIS, HEMP, AND RELATED  
BUSINESSES AND SECTION 1000 – GENERAL PROVISIONS APPENDIX A

The purpose of this Ordinance refers to state statute for applicable definitions, established on-sale limitations of hemp products; parameters around cannabis events, and established a fee for such events. A full copy of Ordinance 1597 can be reviewed at Brainerd City Hall, 501 Laurel Street, Brainerd, MN 56401.

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





# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Resolutions Adopting Policies and Plans and Approve Grant Agreement for Small Communities Development Program (SCDP) Grant No CDAP-24-0069-O-FY25

**AGENDA:** Main

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Connie Hillman, Finance Director, **DEPARTMENT:** Finance  
John Schommer

**PRESENTER:** Connie Hillman, Finance Director, John **ESTIMATED TIME (MIN):** 5 Minutes  
Schommer

**SUMMARY OF ISSUE:**

The City of Brainerd has been awarded a Small Cities Development Program (SCDP) grant in the amount of \$600,000 to do Streetscape activities along the 210 corridor.

There are several policies that are required to be adopted for the grant. Since the City has a current SCDP grant for Southeast Brainerd, there are only a few policies that need to be adopted by separate resolutions for this grant:

1. Residential Anti-Displacement and Relocation Assistance Plan
2. Section 3 Plan

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

**RECOMMENDED ACTION/MOTION:**

1. Adopt the attached resolutions:
  - a. Approving the Residential Anti-Displacement and Relocation Assistance Plan
  - b. Section 3 Plan
2. Authorize signatures on SCDP grant no. CDAP-24-0069-O-FY25.

**FINANCIAL IMPACT:**

**R E S O L U T I O N**  
**NO. XX:24**

**SCDP POLICIES – RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN  
FOR GRANT AGREEMENT NO. CDAP – 24-0069-O-FY25**

**WHEREAS**, the City of Brainerd has applied for funding to assist in the renovation of its roadway through the City; and

**WHEREAS**, application was made to the State of Minnesota, Department of Employment and Economic Development, Business & Community Development Division; and

**WHEREAS**, after due process, a grant was awarded in the sum of \$600,000, which are federal funds appropriated to the State of Minnesota under the Small Cities Development Grant Program (SCDP); and

**WHEREAS**, as part of the grant agreement, certain conditions are placed on said grant which are required to be met by the City.

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

1. That grant documentation shall include a displacement minimization plan attached to this resolution in conformance with regulations at 570.606 (b) of Section 104 (d) of the Housing & Community Development Act of 1974, as amended.
2. That the City will comply with any and all other special conditions which are included in the grant agreement No. CDAP-24-0069-O-FY25.

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

**Residential Anti-displacement and Relocation Assistance Plan**  
under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

**Small Cities Development Program**  
**State of Minnesota**

The City of Brainerd anticipates participating in the Minnesota Small Cities Development Program. Through this participation, Owner, Rental and Commercial rehab will occur. The consequence of the proposed activities is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Antidisplacement and Relocation Assistance Plan is to describe the steps the City of Brainerd shall take to mitigate the adverse effects of displacement on low and moderate-income persons.

I. The City of Brainerd will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of Brainerd to provide funds for an activity that will directly result in such demolition or conversion, the City of Brainerd will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversions;
- D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of Brainerd will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible;
- E. The source of funding and a time schedule for the provision of replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the jurisdiction.

The City of Brainerd may request the Minnesota Department of Employment and Economic Development to recommend that the U. S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

II. The City of Brainerd will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.

III. Consistent with the goals and objectives of activities assisted under the Act, the City of Brainerd will take the following steps to minimize the displacement of persons from their homes:

1. Coordinate rehab to keep disruption to a minimum.
2. Provide temporary housing if needed

IV. Definitions for the purposes of this plan are as follows:

A “**low/moderate-income dwelling unit**” is a unit with a market rent, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the HUD Section 8 existing housing program. A “vacant occupiable dwelling unit” is a vacant unit that is in standard condition; or in substandard but suitable for rehabilitation condition; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An “**Occupiable Dwelling Unit**” is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A “**Standard Condition**” dwelling unit is a unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems adequate insulation; and adequate water and sewer systems, and not overcrowded (defined as more than one person per room).

A “**Substandard Condition**” dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded defined as more than one person per room).

A “**Substandard but Suitable for Rehabilitation Condition**” dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation.

A “**Substandard but suitable**” dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “Standard” dwelling unit.

**Resolution of Adoption of Residential Anti-displacement and Relocation Assistance Plan**

Be it resolved that the City of Brainerd hereby adopts the residential ant-displacement and relocation assistance plan for the City of Brainerd.

I Certify that the above resolution was adopted by the

\_\_\_\_\_City Council\_\_\_\_\_ of \_\_\_\_\_Brainerd\_\_\_\_\_ on \_\_\_\_\_Month Day, 2025\_\_\_\_\_

SIGNED:

WITNESSED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_Mayor\_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_City Administrator\_\_\_\_\_  
(Title) (Date)

**R E S O L U T I O N**  
**NO. XX:25**

**SCDP POLICIES – SECTION 3 PLAN FOR GRANT AGREEMENT NO. CDAP – 24–0069–O–FY25**

**WHEREAS**, the City of Brainerd has applied for funding to assist in the renovation of its roadway through the City; and

**WHEREAS**, application was made to the State of Minnesota, Department of Employment and Economic Development, Business & Community Development Division; and

**WHEREAS**, after due process, a grant was awarded in the sum of \$600,000, which are federal funds appropriated to the State of Minnesota under the Small Cities Development Grant Program (SCDP); and

**WHEREAS**, as part of the grant agreement, certain conditions are placed on said grant which are required to be met by the City.

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

1. The City of Brainerd and HRA has the attached Section 3 Plan to comply with HUD's requirement to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low and very low-income persons for the Grant.
2. That the City will comply with any and all other special conditions which are included in the grant agreement No. CDAP-24-0069-O-FY25.

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



324 East River Road  
Brainerd, MN 56401  
PH (218) 828-3705  
FAX (218) 828-8817  
[www.brainerdhra.org](http://www.brainerdhra.org)

## City of Brainerd – Section 3 Plan for 2025 SCDP Grant (\$600,000)

This Section 3 Plan outlines the City of Brainerd’s commitment to comply with HUD’s Section 3 regulations (24 CFR Part 75) for the 2025 Small Cities Development Program (SCDP) grant for \$600,000.

### Applicability

This plan applies to housing and community development financial assistance projects exceeding \$200,000. The City of Brainerd will ensure that employment and economic opportunities generated by this project are directed to low- and very low-income persons and Section 3 business concerns.

### Employment and Contracting Goals

- 25% of total labor hours will be performed by Section 3 workers.
- 5% of total labor hours will be performed by Targeted Section 3 workers.

### Prioritization of Effort

Employment and training opportunities will be prioritized for:

- - Section 3 workers residing in the service area or neighborhood of the project.
- - Participants in YouthBuild programs.

Contracting opportunities will be prioritized for:

- - Section 3 business concerns in the service area or neighborhood of the project.
- - YouthBuild programs.

### Outreach and Compliance

The City of Brainerd will:

- - Post job opportunities at Brainerd HRA and contractor offices.
- - Use social media and HUD’s Section 3 Opportunity Portal.
- - Require certification forms for Section 3 workers and businesses.



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[www.brainerdhra.org](http://www.brainerdhra.org)

## Reporting Requirements

Contractors must submit monthly activity reports and a final cumulative report upon project completion. The Section 3 Coordinator will ensure compliance and submit data to HUD.

### Resolution of Adoption of Section 3 Plan

Be it resolved that the City of Brainerd hereby adopts the Section 3 Plan for the City of Brainerd.

I Certify that the above resolution was adopted by the

\_\_\_\_\_  
City Council of \_\_\_\_\_ Brainerd on \_\_\_\_\_ **Month Day**, 2025

SIGNED:

WITNESSED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Mayor  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
City Administrator  
(Title)

\_\_\_\_\_  
(Date)



**STATE OF MINNESOTA**  
**UEI NO. FFKFBWSX12E6**  
**GRANT CONTRACT AGREEMENT NO. CDAP-24-0069-O-FY25**

This Grant Contract Agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and City of Brainerd, 501 Laurel St., Brainerd, MN 56401, Federal Tax ID # 41-6005001 ("Grantee").

**Recitals**

1. Under Minn. Stat. 116J.401 the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of local governments to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules, Chapter 4300.
3. Funds are intended to provide grant funds for eligible SCDP activities.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 *Effective date:***

October 8, 2025, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later.

Per [Minnesota Statutes §16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes §16B.98 Subd. 7](#), no payments will be made to the Grantee until this grant contract agreement is fully executed. Per 24 CFR 570.489 the Grantee may receive reimbursement for eligible expenses that occurred prior to the execution of this grant contract agreement.

**1.2 *Expiration date:***

September 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 *Survival of Terms.***

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; Data Disclosure; Assessments; and Program Income.

**2 Specifications, Duties, and Scope of Work**

The Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "Application," which is incorporated into this grant contract agreement by

reference.

The Grantee is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.).

Specific grantee activity will be detailed and set forth in Clause 4.1 Compensation.

### 3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

### 4 Consideration and Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

#### 4.1 Compensation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$600,000.00. Eligible costs include the costs identified in the table below that are incurred during the contract period and are also eligible for the CDBG program.

| Fed. Obj. | Activity Code | Activity Title | Unit Goal | Number of households /persons served | Number of LMI households /persons served | SCDP Funds          | Other Funds           | Total                 |
|-----------|---------------|----------------|-----------|--------------------------------------|------------------------------------------|---------------------|-----------------------|-----------------------|
| LMA       | 03L           | Streetscape    | 1         | 14,563                               | 9,830                                    | \$580,000.00        | \$1,460,894.25        | \$2,040,894.25        |
|           | 21A           | Administration |           |                                      |                                          | \$ 20,000.00        | \$0.00                | \$ 20,000.00          |
|           |               | <b>Totals</b>  |           |                                      |                                          | <b>\$600,000.00</b> | <b>\$1,460,894.25</b> | <b>\$2,060,894.25</b> |

#### 4.2 Administrative Costs

Grantee administrative costs must be necessary and reasonable. Grantees may incur administrative costs prior to the fully executed Grant Contract Agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training.

#### 4.3 Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0.00. The Grantee will not be

reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

#### **4.4 Invoices**

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two-week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

#### **4.5 Federal Funds**

- A. Payments will be sub awarded to the Grantee from federal funds obtained by the State through CFDA number 14.228, Title 1 of the Housing and Urban Development Act of 1974. Federal Award number B-25-DC-27-0001.
- B. The Grantee is responsible for its compliance with all applicable federal requirements imposed on these funds. The Grantee accepts full financial responsibility for any requirements imposed by the Grantee's noncompliance.
- C. Funds made available pursuant to this Grant Contract Agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this grant contract agreement, it is understood that any reduction or cancellation of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.
- D. Where provisions of the Grantee's Application are inconsistent with other provisions of this Grant Contract Agreement, the other provisions of this Grant Contract Agreement shall take precedence over the provisions of the Application.

#### **4.6 Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

### **5 Conditions of Payment**

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Grantee will not

receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

## **6 Contracting and Bidding Requirements**

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

- 6.1 The Grantee and any subrecipients must comply with federal and/or prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 6.3 The grantee must maintain written standard of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

## **7 Authorized Representative**

- 7.1 The State's Authorized Representative is Zachary Klehr, Small Cities Grants Specialist, zachary.klehr@state.mn.us, Great Northern Building, 12<sup>th</sup> Floor, 180 East Fifth Street, St. Paul, MN 55101-1351, (651) 259-7460, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 The Grantee's Authorized Representative is The Honorable David Badeaux, Mayor of City of Brainerd, dbadeaux@ci.brainerd.mn.us, 501 Laurel St., Brainerd, MN 56401, (218) 330-8204, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State.

## **8 Assignment, Amendments, Waiver, and Contract Complete**

- 8.1 **Assignment**  
The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments**  
Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.
- 8.3 **Waiver**  
If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.
- 8.4 **Grant Contract Agreement Complete**  
This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **9 Subcontracting and Subcontract Payment**

- 9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2 The Grantee must include in any subagreement, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and subrecipients to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).
- 9.3 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.4 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.5 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.6 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- 9.7 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.
- 9.8 Job Listing Agreements. Minn Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at [www.minnesotaworks.net](http://www.minnesotaworks.net) as soon as it occurs.

## **10 Liability**

The Grantee must indemnify, save and hold the State, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents, employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

## **11 Audits**

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

Accounting methods must be in accordance with generally accepted accounting principles. The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$1,000,000 in federal funds during their fiscal year, a single audit is required to be submitted for that year.

## **12 Government Data Practices and Intellectual Property Rights**

### **12.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### **12.2 Intellectual Property Rights**

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## **13 Workers Compensation**

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **14 Governing Law, Jurisdiction and Venue**

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **15 Termination**

### **15.1 Termination by the State**

#### **A. Without Cause**

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### **B. With Cause**

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **15.2 Termination by the Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally cancel the Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

### **15.3 Termination for Insufficient Funding**

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

### **15.4 In the Event of Cancellation**

In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.



## **16 Publicity and Endorsement**

### **16.1 Publicity**

Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website when practicable.

### **16.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **17 Data Disclosure**

Under Minnesota Statutes § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **18 Reporting Requirements**

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. Progress Reports will be submitted quarterly and include reporting on outcomes. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

## **19 Monitoring and Corrective Action**

The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- (a) Reviewing financial and programmatic reports required by the pass-through entity.
- (b) Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 management decision.



## **20 Conflicts of Interest**

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

## **21 Uniform Relocation Assistance and Real Property Acquisition Policies Act**

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

## **22 Assessments**

Grantee will not assess the SCDP funds share of any public facilities project.

## **23 Debarment and Suspension Certification**

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project:

<https://sam.gov/>

## **24 Conflict of Interest Screening**

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

## **25 Federal Environmental Standards**

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969

(NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

**26 Drug-free Workplace/Drug-Free Workplace Awareness Program**

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

**27 Prohibition of Excessive Force Policy**

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

**28 Residential Anti-displacement and Relocation Assistance Plan**

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

**29 Fair Housing**

Grantee agrees to adopt a Fair Housing plan and abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

**30 Policies and Procedures**

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

**31 Federal Labor Standards**

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

### **32 Use of Out of State Contractors**

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

- a) Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or
- b) Receiving an exemption from this requirement from the Minnesota Department of Revenue.

### **33 Program Income**

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report. Program Income must all be used before SCDP will provide a payment request form, if applicable.

Grantee agrees to have a “SCDP Income Reuse Plan” on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee’s Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the “[Post Closeout Online Reporting](#)” and if applicable the “Post Closeout Program Income Expenditure Reporting Form” located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Reference Guide for additional information.

### **34 Procurement**

The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation if exemption has been requested and approved by DEED, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with 2 CFR Part 200.

### **35 Equal Employment & Section 3**

Grantee must adhere to the Subparts A, C and D of the Section 3 regulations at 24 CFR 75 if the financial assistance provided to the project exceeds a threshold of \$200,000 in HUD program funding. If the project is found to be a Section 3 project, requirements at 24 CFR 75.19 must be followed. The Grantee will report

labor hours in the Annual Report as described in 24 CFR 75.25(a), provide the qualitative efforts to assist low and very low-income persons described at 24 CFR 75.25(b) if reporting benchmarks are not met, must include Section 3 requirements and language in bidding documents and contracts, and retain necessary Section 3 documentation as described in 24 CFR 75.31. Additionally, the Grantee will include The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended) in the bidding and contract documents. Grantees will adopt an “Affirmative Contractor Outreach Plan – Section 3, MBE and WBE” which will outline how the Grantee will adhere to Section 3 requirements and will promote the use of Section 3 business concerns and Women- or Minority-Owned Businesses. The plan will include a requirement that contractors and subcontractors will complete the Section 3 and Women- or Minority-Owned Business Certification form.

### **36 Public Hearing**

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

### **37 Bid Specifications**

For projects that involve construction of public facilities, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

### **38 Rental Development Agreement**

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

### **39 National Objectives**

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

### **40 Lead Based Paint**

For activities that involve the rehabilitation of housing, the Grantee will follow the DEED lead policy.

### **41 Equal Opportunity, Americans with Disabilities Act, and Minnesota Human Rights Act**

The Grantee agrees to comply with all nondiscrimination assurances described in: Section 188 of the Workforce Innovation and Opportunity Act (WIOA); the Americans with Disabilities Act, as amended (ADA), Title I and Title II, as amended; and the Minnesota Human Rights Act.

**42 Build America, Buy America Act (BABAA)**

Domestic Preference Requirements for Federal Financial Assistance to Non-Federal Entities. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58. BABAA will apply to individual projects that include iron, steel, manufactured products, and construction materials and have a total financial assistance both federal and non-federal greater than \$250,000.

**43 Verification System Requirements**

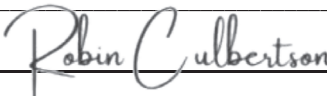
The Grantee must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

## Grant Contract Agreement Signature Page

### 1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Print Name: Robin Culbertson

Signature: 

Title: MA 3

Date: 11/04/25

SWIFT Contract/PO No(s): 278958 PR 98485 PO 3-626940

### 3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

Print Name: \_\_\_\_\_

(WITH DELEGATED AUTHORITY)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### 2. GRANTEE

*The Grantee certifies that the appropriate person(s) has executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

Agency

Grantee

State's Authorized Representative



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Annual Review of the Data Practices Policy and Approve Changes

**AGENDA:** Main

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Nick Broyles, City Administrator

**DEPARTMENT:** Administration

**PRESENTER:** John Davis, Police Chief, Nick Broyles, City Administrator  
**ESTIMATED TIME (MIN):**

**SUMMARY OF ISSUE:** The City is required to update its data practices policy annually. The City Attorney has reviewed our entire policy, added language for the data practice law updates, and incorporated the Police Department's requested changes.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The Police Department requested that "Exhibit J" be added to the policy along with clarifications about the cost of data.

**RECOMMENDED ACTION/MOTION:** Approve the updated Data Practices Policy as presented.

**FINANCIAL IMPACT:**

# CITY OF BRAINERD DATA PRACTICES POLICY

## What is the Minnesota Government Data Practices Act?

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The Minnesota Government Data Practices Act (referenced as the Act for the rest of this document) is a state law that establishes a classification system for documents gathered by governmental entities. Under the Act, all records collected and maintained by the city are considered public unless otherwise classified by a state or federal law.

This document has been prepared to help the public understand the procedures that govern a request for data from the city. The city recognizes its obligation to provide information or a response regarding the information to anyone who requests it. The city also acknowledges the need to remain open and accountable to the public in the maintenance of its records while protecting the privacy rights of individuals and continuing the efficient operation of city government.

## Who is the Responsible Authority for the City of Brainerd?

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The City of Brainerd has appointed the City Administrator as the person who is the Responsible Authority for compliance with the Act. Questions regarding access to documents should be directed to the appropriate individual listed in the Data Practices Contacts Exhibit A.

## What is the Data Practices Policy for the Public

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### What is Your Right to See Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The law also says that the City of Brainerd must keep all government data in a way <sup>^</sup> that insures requests are responded to in a reasonable and prompt manner. <sup>^</sup> ~~\* that makes it easy for you to access public data.~~ \*-You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

### How to Request Public Data

You can ask to look at (inspect) data at our offices or ask for copies of public data that we keep. ~~\* Make-~~ <sup>^</sup> To request data, you must submit <sup>^</sup> ~~\* your~~ <sup>\*</sup> a written request for data to the appropriate individual listed in the Data Practices Contacts Exhibit A. You may make your written request in person, by mail, fax or email using the Data Request Form Exhibit B.

If you do not use the data request form, your request should:

- Say that you are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.



You are not required to identify yourself or explain the reason for your data request. However, you may need to provide us with some personal information for the purpose of facilitating access to the data (for example: if you want us to mail copies to you, you need to provide us with an address or P.O Box). If we do not understand your request and have no way to contact you, we cannot respond to your request.

## How We Will Respond to Your Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- If we do not have the data, we will notify you in writing ~~\*-within 10 business days.~~ \*
- If we have the data, but we are not allowed to give it to you, we will tell you as soon as reasonably possible and identify the law that prevents us from providing the data.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - Arrange a date, time, and place for you to inspect the data at our offices. We will provide notice to you about our requirement to prepay for copies <sup>^</sup> if you have requested copies; <sup>^</sup> or
  - You may choose to pick up your copies, or we will mail or email them to you. We will provide electronic copies (such as email or CD-ROM) upon request, if we keep the data in that format and we can reasonably make a copy.
  - Response time may be impacted by the size and/or complexity of your request; ~~\*-and also by the number of requests you make in a given period of time(s).~~ \*
  - Following our response <sup>^</sup> that responsive data or copies are available for inspection or collection, if you do not inspect the data or collect the copies within five (5) business days, we shall suspend any further response until you have inspected the data available, or collect and pays for the produced copies. <sup>^</sup>
  - ~~if~~ you do not make arrangements within 10 business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

<sup>^</sup> We are also not required to respond to questions that are not about your data requests, or that are not requests for government data. <sup>^</sup>

## How to Request Summary Data

Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data. We will prepare summary data if you make your request in writing and ~~pre-pay/~~pay for the cost of creating the data.

You may use the Data Request Form Exhibit B to request summary data. We will respond to your request within ten business days with the data or details of when the data will be ready and <sup>^</sup> an estimated cost <sup>^</sup> \* ~~how much we will charge you.~~ \*

## Copy Costs – When You Request <sup>^</sup> Copies of <sup>^</sup> Public Data

Minnesota Statutes, section 13.03, subdivision 3(c) allows ~~us the City~~ to charge for copies.

- You must pay for the copies before \* ~~we will give them~~ \* ^ they are provided ^ to you.
- We do not charge for copies if the cost is less than \$5.00.
- Multiple requests made within the same 3 business-day period will be treated as a single request for the purposes of calculating the total copy costs.
- If possible, and upon request, we will provide you with an estimation of the total cost of supplying copies.

#### **For 100 or fewer paper copies – 25 cents per page**

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

#### **Most other types of copies – actual cost**

The charge for most other types of copies, \* ~~when a charge is not set by statute or rule,~~ \* is the actual cost of searching for and retrieving the data, ^ including the cost of employee time, and for making, certifying and electronically transmitting the copies of the data or the data, but excluding the costs associated with separating public from not public data. ^ \* ~~and making the copies or electronically sending the data. If the amount of copies exceeds 100 paper copies, the City of Brainerd will charge the actual costs for collection excluding the time to redact private information. If the request is for fewer pages, but still over 100 pages, the City of Brainerd will prorate the amount.~~ \*

In determining the actual cost of making copies, we include employee time ^ search for and retrieve data for copying, and to prepare copies, ^ the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

^ Employee time will be calculated based on the wage/salary of the lowest-paid entity employee who could complete the task. ^ \* ~~If, based on your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate search and retrieval charges at the higher salary/wage.~~

\*

# Data Practices Policy – Data About You and Your Rights as a Data Subject

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## What is a Data Subject?

~~\* When government has information recorded in any form (paper, hard drive, voicemail, video, email, etc.), that information is~~ <sup>\*</sup> All data collected, created, received, maintained or disseminated by a government entity, regardless of its physical form, storage media, or conditions of use, is <sup>^</sup> ~~\* called~~ <sup>\*</sup> defined as <sup>^</sup> “government data” under the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13). When we can identify you in government data, you are the “data subject” of that data. The Data Practices Act gives you, as a data subject, certain rights. This policy explains your rights as a data subject, and tells you how to request data about you, your minor child, or someone for whom you are the legal guardian.

## When The City of Brainerd Has Data About You

The City of Brainerd has data on many people. We can collect and keep data about you only when we have a legal purpose to have the data. The City of Brainerd must also keep all government data in a way that <sup>^</sup> ensures requests for it are received and complied with in an appropriate and prompt manner. <sup>^</sup> ~~\* makes it easy for you to access data about you.~~ <sup>\*</sup>

Government data about an individual have one of three “classifications.” These classifications determine who is legally allowed to see the data. Data about you are classified by state law as public, private, or confidential. Here are some examples.

### Public Data

The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data.

### Private Data

We cannot give private data to the general public. We can share your private data with you, with someone who has your permission, with our government entity staff whose job requires or permits them to see the data, and with others as permitted by law or court order.

### Confidential Data

Confidential data have the most protection. Neither the public nor you can access confidential data even when the confidential data are about you. We can share confidential data about you with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order.

## What Are Your Rights Under the Government Data Practices Act?

As a data subject, you have the following rights:

### Access to Your Data

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

## **^ Access to Data on Minor Children ^**

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask us not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We will ask you to put your request in writing (Exhibit E) and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

### **When We Collect Data From You**

When we ask you to provide data about yourself that are not public, we must give you a notice called a Tennesen warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent.

If you want us to release data to another person, you must use the consent form we provide (Exhibit F).

### **Protecting Your Data**

The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

### **When Your Data are Inaccurate or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

### **How to Make a Request for Your Data**

You can ask to look at (inspect) data at our offices or ask for copies of data that we have about you, your minor child, or an individual for whom you have been appointed legal guardian.

\* **Make your** \* ^ **To request data on you, you must submit a** ^ written request for data to the appropriate individual listed in the Data Practices Contacts Exhibit A. You may make your written request in person, by mail, fax or email.

We recommend using the sample **Data Request Form – Data Subjects Exhibit C**. If you do not choose to use the data request form, your request should:

- Say that you are making a request as a data subject, for data about you (or your child, or person for whom you are the legal guardian), under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.
- Provide proof that you are the data subject or data subject's parent/legal guardian.

We require proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a legal guardian, you must show legal documentation of your guardianship. Please see <sup>^</sup> [Exhibit D - the Standards for Verifying Identity](#). <sup>\*</sup> ~~Exhibit D~~. <sup>\*</sup> If you do not provide proof that you are the data subject, we cannot <sup>^</sup> [provide you with data available to data subjects](#). <sup>^</sup> <sup>\*</sup> ~~respond to your request~~. <sup>\*</sup>

## How We Respond to a Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- We will ask you to confirm your identity as the data subject.
- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or not public data about someone else, we will notify you within 10 business days and identify the law that prevents us from providing the data.
- If we have the data, and the data are public or private about you, we will respond to your request by doing one of the following:
  - Arrange a date, time, and place to inspect data in our office, ensuring you have a meaningful opportunity to inspect data within 10 business days of your request at no charge; ~~or~~
  - Tell you how much the copies cost, and then provide you with copies of the data within 10 business days and upon payment of charges for the copies.
  - You may choose to pick up your copies or have us mail or email them to you. We will provide electronic copies (such as email or CD-ROM) upon request, if we keep the data in electronic format and we can reasonably make a copy.
  - We will provide notice to you about our requirements to prepay for copies.
  - Following our response, if you do not <sup>^</sup> [arrange to inspect the data or pay for copies within five \(5\) business days after we tell you the data is ready, we will suspend any further response until you inspect the data or collect and pay for the data that have been procedure](#). <sup>^</sup> <sup>\*</sup> ~~make arrangements within 10 business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed~~. <sup>\*</sup>
- After we have provided you with your requested data, we do not have to show you the same data again for 6 months unless there is a dispute about the data, or we collect or create new data about you.
- <sup>^</sup> [If you do not make arrangements within ten \(10\) business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed](#). <sup>^</sup>

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required to respond to questions that are not about your data requests, or that are not requests for government data.

## Copy Costs – Data Subjects

Minnesota Statutes, section 13.04, subdivision 3 allows ~~us the City~~ to charge for copies.

- You must pay for the copies before <sup>^</sup> [they are provided](#) <sup>^</sup> <sup>\*</sup> ~~we will give them~~ <sup>\*</sup> to you.
- We do not charge for copies if the cost is less than \$5.00.

- ^ Multiple requests made within the same 3 business-day period will be treated as a single request for the purposes of calculating the total copy costs.
- If possible, and upon request, we will provide you with an estimation of the total cost of supplying copies. ^

**^ For 100 or fewer paper copies – 25 cents per page**

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

**Most other types of copies - ~~a~~Actual Cost of Making the Copiescost**

The charge for most other types of copies, is the actual cost of searching for and retrieving the data, including the cost of employee time, and for making, certifying and electronically transmitting the copies of the data or the data, but excluding the costs associated with separating public from not public data...

In determining the actual cost of making copies, we include employee time search for and retrieve data for copying, and to prepare copies, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies. ^

~~\* We will charge the actual cost of making copies for data about you. In determining the actual cost, we include the employee time to create and send the copies, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs such as postage (if any). If the amount of copies exceeds 100 paper copies, the City of Brainerd will charge the actual costs for collection excluding the time to redact private information. If the request is for fewer pages, the City of Brainerd will prorate the amount.~~

~~If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.~~ \*

# Exhibit A

## City of Brainerd Data Practices Contacts

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### Responsible Authority

Name: Nick Broyles, City Administrator  
Address: 501 Laurel Street, Brainerd, MN 56401  
Phone number: (218) 828-2307  
Fax number: (218) 828-2316  
Email address: [nbroyles@ci.brainerd.mn.us](mailto:nbroyles@ci.brainerd.mn.us)

### Data Practices Compliance Official

Name: Connie Hillman, Finance Director  
Address: 501 Laurel Street, Brainerd, MN 56401  
Phone number: (218) 828-2307  
Fax number: (218) 828-2316  
Email address: [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us)

### Data Practices Designee – Law Enforcement

Name: John Davis, Police Chief  
Address: 225 East River Road, Brainerd, MN 56401  
Phone number: (218) 829-2805  
Fax number: (218) 825-3489  
Email address : [john.davis@ci.brainerd.mn.us](mailto:john.davis@ci.brainerd.mn.us)

### Data Practices Designee – Non-Law Enforcement

Name: Kris Schubert, HR Director  
Address: 501 Laurel Street, Brainerd, MN 56401  
Phone number: (218) 828-2307  
Fax number: (218) 828-2316  
Email address: [kschubert@ci.brainerd.mn.us](mailto:kschubert@ci.brainerd.mn.us)



## Exhibit B

### City of Brainerd Data Request Form – Requesting Public Data

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**Request Date:** \_\_\_\_\_

**The data I am requesting:**

*Describe the data you are requesting as specifically as possible.*

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**I am requesting access to data in the following way:**

- ☐ Inspection
- ☐ Copies
- ☐ Both Inspection and Copies

Note: Inspection is free but the City of Brainerd charges for copies when the cost is over \$5.00.

**Contact information (optional)\***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

**We will respond to your request as soon as reasonably possible.**

\* You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. We also need contact information if we do not understand your request. We will not work on your request until we can clarify it with you.

**Police Records:** Drop the form off at 225 East River Road, Brainerd, MN, 56401, fax to (218) 825-3489 or email to [police@ci.brainerd.mn.us](mailto:police@ci.brainerd.mn.us).

**All other requests:** Drop the form off at 501 Laurel Street, Brainerd, MN, 56401, fax to (218) 828-2316 or email to [inforequest@ci.brainerd.mn.us](mailto:inforequest@ci.brainerd.mn.us).



## Exhibit C

### City of Brainerd Data Request Form – Data Subject

---

**Request Date:** \_\_\_\_\_

**Contact Information:**

Data Subject Name: \_\_\_\_\_

Parent/Guardian Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**The data I am requesting:**

*Describe the data you are requesting as specifically as possible.*

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**I am requesting access to data in the following way:**

- ☐ Inspection
- ☐ Copies
- ☐ Both Inspection and Copies

Note: Inspection is free but the City of Brainerd charges for copies when the cost is over \$5.00. **We will respond to your request within 10 Business Days.**

**Police Records:** Drop the form off at 225 East River Road, Brainerd, MN, 56401, fax to (218) 825-3489 or email to [police@ci.brainerd.mn.us](mailto:police@ci.brainerd.mn.us).

**All other requests:** Drop the form off at 501 Laurel Street, Brainerd, MN, 56401, fax to (218) 828-2316 or mail to [inforequest@ci.brainerd.mn.us](mailto:inforequest@ci.brainerd.mn.us).

**To Be Completed by Staff Member Responding to Data Request:**

How Identity was Confirmed: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Name: \_\_\_\_\_

## Exhibit D

### City of Brainerd Standards for Verifying Identity

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The following constitute proof of identity:

- An **adult** individual must provide a valid photo ID, such as
  - a driver's license
  - a state-issued ID
  - a tribal ID
  - a military ID
  - a passport
  - the foreign equivalent of any of the above
- A **minor** individual must provide a valid photo ID, such as
  - a driver's license
  - a state-issued ID (including a school/student ID)
  - a tribal ID
  - a military ID
  - a passport
  - the foreign equivalent of any of the above
- The **parent or guardian of a minor** must provide a valid photo ID and either
  - a certified copy of the minor's birth certificate or
  - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
    - a court order relating to divorce, separation, custody, foster care
    - a foster care contract
    - an affidavit of parentage
- The **legal guardian** for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
  - court order(s)
  - valid power of attorney
- A person **authorized by court** order must provide a valid photo ID and
  - The court order that identifies:
    - Persons authorized to access the individual's private data, and
    - The scope of the access
- A person authorized to access private data of a **deceased person** must provide a valid photo ID and
  - Documents establishing the relationship to the deceased, which may include:
    - Court-issued document appointing personal representative of the estate
    - Birth certificate to prove parental relationship
    - Marriage certificate to prove spousal relationship
    - Death certificate/notice of death
- Authorized representatives (such as **attorneys** and **insurers**) must provide
  - The name of the data subject
  - A description of the data they are authorizing access
  - The name of the person or entity being authorized to receive the private data
  - Data subject's notarized signature

**Note:** Individuals who do not inspect data or pick up copies of data in person may be required to provide either notarized or certified copies of the documents that are required or an affidavit of ID.

# Exhibit E

## City of Brainerd Notice to Persons Under 18

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the private data about yourself <sup>^</sup> \* information \* <sup>^</sup> in the possession of the City of Brainerd <sup>^</sup> not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City of Brainerd to determine if honoring the request would be in your best interest. The City of Brainerd is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences;
- Whether denying access may protect you from physical or emotional harm;
- Whether there are reasonable grounds to support your reasons from precluding parental access; <sup>^</sup> and
- Whether the data concerns medical, dental, or other health service provided under Minnesota Statutes Sections § 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

Notice given to: \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_

### REQUEST TO WITHHOLD INFORMATION

I request that the following information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Be withheld from: \_\_\_\_\_

For these reasons:

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit F

### City of Brainerd Consent to Release Private Data

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**Request Date:** \_\_\_\_\_

If you want the City of Brainerd to release private data about you, your minor child, or an individual under your guardianship to an outside entity or person, the city needs written permission (informed consent) from ~~to you~~ to authorize that release. This form can be used to provide informed consent for the City of Brainerd to release private data to another entity or person.

If you have a question about anything about this consent, or would like more explanation before you sign it, please contact the appropriate individual listed in the Data Practices Contacts Exhibit A.

#### Explanation of your rights and permission to release private data:

I, \_\_\_\_\_, give my permission for the City of Brainerd to release data about  
(Name of Individual Data Subject)

☐ myself

☐ my minor child or individual under guardianship: \_\_\_\_\_  
(Name of Minor Child or Individual under Guardianship)

to \_\_\_\_\_ as described in this consent form.  
(Name of Entity or Person Receiving the Data)

The specific data I want the City of Brainerd to release ~~include~~ is as follows:

*Describe the data you are requesting to be released as specifically as possible.*

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I want the City of Brainerd to release the data in the following way:

*Explain how you want the data to be provided to the person or organization and provide necessary contact information for doing so (for example, mailing address or, email address).*

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I understand that:

- I do not have to allow the City of Brainerd to share my information; I have asked them to do so.
- Although the data are classified as private at the City of Brainerd, the classification/treatment of the data at the entity/person the data is being released to may not be the same.
- The City of Brainerd will not be able to control what happens to my information once it has been released to the person or entity named above.
- Signing this consent is completely voluntary.

Printed Name of data subject, parent, or legal guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Verification of Identity:**

The City of Brainerd needs to verify that you are a person who has the right to authorize the release of this data. One way to do this is to provide a notarized signature using the section below. Please refer to the City of Brainerd Standards for Verifying Identity Exhibit D for additional information and documents required to support verification of identity.

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Signed or attested before me on \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

SEAL:

My Commission Expires: \_\_\_\_\_

**For City of Brainerd internal use only:**

*If this form does not include a notarized signature, complete the following:*

How Identity was Verified: \_\_\_\_\_

By (staff name): \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit J

### City of Brainerd Law Enforcement - Request for Identity to be Protected

Request Date: \_\_\_\_\_

Incident Number: \_\_\_\_\_

To request protection under Minnesota Data Practices Act 13.82, subd. 17, submit this written request to the Brainerd Police Department, clearly stating your desire for identity protection and specifying the reason why you believe your personal information should be protected from public disclosure, citing the specific circumstances that qualify you for protection under this statute.

#### Contact Information:

Subject Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(First) (Middle) (Last)

Parent/Guardian Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

#### I am requesting my identity to be protected based on:

Describe as specifically as possible the reason why you believe your personal information should be protected.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date and Time of Incident: \_\_\_\_\_ Location of incident: \_\_\_\_\_

Incident Number: \_\_\_\_\_ Type of Incident (accident, theft, etc.): \_\_\_\_\_

\_\_\_\_\_  
(Signature of Requestor) Date: \_\_\_\_\_

**Affidavit of Identity:** Refer to the City of Brainerd Standards for Verifying Identity **Exhibit D**.

**To be Completed by Staff:** Valid Photo ID Type: \_\_\_\_\_ Verified By and Date: \_\_\_\_\_

**To Be Completed by Notary (if the form is not returned in person):**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Signed or attested before me on \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) My Commission Expires: \_\_\_\_\_ SEAL:

#### To be Completed by Police Chief or Designee:

Would revealing the individual's identity threaten his/her safety or property: ☐ Yes ☐ No

Reason why/why not: \_\_\_\_\_

\_\_\_\_\_



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** First Reading- Proposed Ordinance 1598- Snow Removal

**AGENDA:**

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

**DEPARTMENT:** Public Works

**PRESENTER:** Mike Habighorst, Public Works Director

**ESTIMATED TIME (MIN):** 5

**SUMMARY OF ISSUE:** The existing Downtown Snow Removal ordinance is specific for a contractor to complete the snow removal.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The attached Downtown Snow Removal ordinance has been reviewed by Staff and approved by City Attorney Langel. The proposed ordinance is flexible to allow the City Council to award Downtown Snow Removal to a private contractor and/or to be completed by City staff.

**RECOMMENDED ACTION/MOTION:** Recommend conducting the first reading of proposed ordinance 15xxx and dispense with the actual reading.

Note: A vote to dispense with the actual reading must be unanimous.

**FINANCIAL IMPACT:**

**ORDINANCE**  
**NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 918  
PERTAINING TO DOWNTOWN SNOW  
REMOVAL ASSESSMENT DISTRICT**

THE COUNCIL OF THE CITY OF BRAINERD DO ORDAIN:

SECTION ONE: Ordinance No. 918 is hereby amended as indicated.

Section One:

1. Snow Removal Assessment District.

The district shall consist of all the following streets and the abutting sidewalks:

Front Street from South 6<sup>th</sup> Street to South 8<sup>th</sup> Street  
Laurel Street from South 6<sup>th</sup> Street to South 8<sup>th</sup> Street  
Maple Street from South 6<sup>th</sup> Street to South 8<sup>th</sup> Street  
South 7<sup>th</sup> Street from Front Street to Maple Street

2. Snow Removal.

- A. Streets. Snow removal from streets within the Snow Removal Assessment District by the City, using City staff and/or contracted vendors, will occur during declared snow emergencies as defined by Brainerd City Code Section 1315, or any snow event declared by the City.
- B. Sidewalks. Accumulations of snow that do not necessitate the declaration of a snow emergency and accumulations of ice may be removed from sidewalks by the City with costs then assessed to property owners.

Section Two:

1. Assessable costs. The costs to be assessed are the total of the following:
  - A. Snow removal from sidewalks listed in Section One.
  - B. Snow removal from streets:



- a. Contractor removal: The difference between the contracted cost of removing snow from the streets listed in Section One and the average cost for City forces to remove the snow from the streets, or
- b. City removal: The cost incurred by the City to remove the snow from the streets using City staff and equipment.

C. Administrative cost of City staff.

2. Assessment formula.

- A. The assessments to be levied against properties within the snow removal district shall be distributed amongst those properties on the basis of front footage of property owned.
- B. The "Assessment Rate" per foot of property owned shall be determined by taking the sum of all assessable costs and dividing by the sum of front footage of property abutting the snow removal assessment district.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mike O'Day  
President of City Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Dave Badeaux  
Mayor

ATTEST: \_\_\_\_\_  
Nicholas W. Broyles  
City Administrator

Published once:



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Public Hearing, Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 25-05 - Southeast Brainerd Reconstruction Project

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

**DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, City Engineer

**ESTIMATED TIME (MIN):** 15 Minutes

**SUMMARY OF ISSUE:** Pursuant the notice of hearing and to continue with the assessment proceedings, the Council must hold a public hearing to consider the improvement and hear testimony for or against the said improvements.

Following the public hearing, if Council adopts the attached resolution that orders the improvement and prepares plans, staff would present final plans at an upcoming Council meeting requesting final approval and authorization to advertise for bids.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Improvement 25-05 is a reconstruction project in Southeast Brainerd on the following streets:

- 17th Street SE - Oak Street to Laurel Street
- 18th Street SE - Oak Street to Laurel Street
- 19th Street SE - Oak Street to Dead End
- Norwood Street - 17th Street to 19th Street
- Maple Street - 17th Street to 18th Street
- Laurel Street - 17th Street to 18th Street

Staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

**RECOMMENDED ACTION/MOTION:**

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Adopting the attached resolution in which orders the improvement and preparation of the plans.

**FINANCIAL IMPACT:** N/A



**R E S O L U T I O N**  
**NO. \_\_\_\_\_**

**RESOLUTION RECEIVING FEASIBILITY REPORT  
CALLING HEARING ON IMPROVEMENT 25-05  
SOUTHEAST BRAINERD RECONSTRUCTION PROJECT**

WHEREAS, pursuant to resolution of the Council adopted September 15th, 2025, a report has been prepared by the City Engineer with reference to the proposed Southeast Brainerd Reconstruction Project, including the following improvements:

Street Reconstruction

17<sup>th</sup> Street SE – Oak Street to Laurel Street  
18<sup>th</sup> Street SE – Oak Street to Laurel Street  
19<sup>th</sup> Street SE – Oak Street to Dead End  
Norwood Street – 17<sup>th</sup> Street SE to 19<sup>th</sup> Street SE  
Maple Street – 17<sup>th</sup> Street SE to 19<sup>th</sup> Street SE

by reconstructing streets, including replacement of bituminous pavement surfacing, curb and gutter, gravel base, grading, sidewalk construction, watermain replacement, sanitary sewer replacement, storm sewer replacement, and other miscellaneous related work.

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property and properties directly served via these streets for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$2,963,337.
2. A Public Hearing shall be held on such proposed improvement on the 17<sup>th</sup> day of November 2025, in the Council Chambers of the City Hall at 7:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this 20<sup>th</sup> day of October 2025

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MIKE O'DAY  
President of the Council

Approved this 21<sup>st</sup> day of October 2025

---

DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
NICHOLAS W. BROYLES  
City Administrator

## **NOTICE OF HEARING ON IMPROVEMENT**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota, will meet in the Council Chambers of the City Hall at 7:30 p.m. on November 17<sup>th</sup>, 2025, to consider making the improvements as described below pursuant to Minnesota Statute Sections 429.011 to 429.111:

### **IMPROVEMENT 25-05 – SOUTHEAST BRAINERD RECONSTRUCTION PROJECT**

Street Reconstruction– Grading, Aggregate Base, Bituminous, Concrete Curb and Gutter, Sidewalk, Storm Sewer, Watermain, Sanitary Sewer, and Incidentals

17th Street SE – Oak Street to Laurel Street  
18th Street SE – Oak Street to Laurel Street  
19th Street SE – Oak Street to Dead End  
Norwood Street – 17th Street SE to 19th Street SE  
Maple Street – 17th Street SE to 19th Street SE

The area proposed to be assessed is the property abutting said streets and alleys.

The estimated cost of such improvements is \$2,963,337.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting.

Any individual needing special accommodations, please call 218-828-2307.

Dated: October 22, 2025

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Jessie Dehn, P.E.  
City Engineer

Publish Brainerd Dispatch October 25 and November 1, 2025



# IMPROVEMENT 25-05 – SOUTHEAST BRAINERD RECONSTRUCTION PROJECT FEASIBILITY REPORT

October 20, 2025

Prepared for review and consideration by the  
Mayor and City Council of the City of Brainerd



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        Storm Sewer .....4

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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 Professional Engineer under the laws of the State of Minnesota.

By: Jessie Dehn  
Jessie Dehn, P.E.  
License No. 57747

Date: October 20, 2025





## Introduction

City staff is pleased to present this report for improvements as listed above. Generally, the improvements consist of approximately 12 blocks of full reconstruction of street surfaces, storm sewer replacement, watermain replacement, sanitary sewer replacement, removal of existing concrete and bituminous surfacing, curb and gutter replacements, replacement of sidewalk and pedestrian ramps, restoration, and other miscellaneous incidental items.

## Project Description and Existing Conditions

This project is a large-scale reconstruction project located in southeast Brainerd on streets that have fallen into general disrepair and have conditions that may not be acceptable for public use. There are also municipal utilities that have exceeded their useful life and have fallen into disrepair, requiring replacement. When streets and utilities come to this point, the City has an obligation to repair or make repairs to these streets to make them safe and passable for the travelling public, along with ensuring the streets have proper drainage systems installed.

### Street Characteristics

The City utilizes a pavement management system which scores pavement and curb conditions based on current deficiencies within the pavements. The equation utilizes measurements of different cracking, potholing, and other surface and subgrade deficiencies that lead to a street falling into disrepair or an unacceptable condition. The score is from 0-4, zero means the road is completely impassable and a 4 means that a street is brand new or newly constructed. Below is a list of the streets planned for work this upcoming summer and their respective pavement and curb scores based on 2021 data. Please note the scores read pavement score/curb score:

#### 17<sup>th</sup> Street SE (Oak Street to Laurel Street)

Pavement 2.73 / 4.00, Curb 2.00 / 4.00  
Originally Constructed in 1962 and 1991

#### 18<sup>th</sup> Street SE (Oak Street to Laurel Street)

Pavement 3.21 / 4.00, Curb 3.00 / 4.00  
Originally Constructed in 1991

#### 19<sup>th</sup> Street SE (Oak Street to Dead End)

Pavement 3.21 / 4.00, Curb 3.00 / 4.00  
Originally Constructed in 1992

#### Norwood Street (17<sup>th</sup> Street to 19<sup>th</sup> Street)

Pavement 2.84 / 4.00, Curb 3.00 / 4.00  
Originally Constructed in 1991

#### Maple Street (17<sup>th</sup> Street to 18<sup>th</sup> Street)

Pavement 1.90 / 4.00, Curb 2.00 / 4.00



Originally Constructed in 1962, Overlay in 1997

During pavement evaluation processes, we look at specific types of pavement deficiencies to score the pavements and enter equations. We typically look at a localized 100-foot segment for scoring pavements that is most representative of the street. This does not mean that other areas of the street may be in worse or better condition during scoring. Staff looks at the entire street when identifying project limits and does not focus solely on scores. There are also other needs when considering project limits such as underlying utility needs and needs for sidewalk inclusion that staff looks at when evaluating project termini.

All the streets listed above are at or have exceeded their planned life expectancy. All streets are seeing weathered surfaces, transverse and longitudinal cracking, alligator cracking, potholing, and other distresses that indicate the pavement needs reconstruction. Curb and gutter condition varies in condition with some in poor condition and some in decent condition.

All streets within the project area are functionally classified as local streets. Staff collected traffic volumes on the streets included in the project area. Volumes are shown as vehicles per day (vpd). The volumes are as follows:

#### 17<sup>th</sup> Street SE

North of Oak: ADT = 110 vpd

North of Norwood: ADT = 17 vpd

#### 18<sup>th</sup> Street SE

North of Oak: ADT = 97 vpd

North of Norwood: ADT = 40 vpd

#### 19<sup>th</sup> Street SE

North of Oak: ADT = 74 vpd

#### Norwood Street

West of 18<sup>th</sup> Street: ADT = 58 vpd

#### Maple Street

West of 18<sup>th</sup> Street: ADT = 23 vpd

The future use and designation of these streets is not proposed or anticipated to change in future years and serve as local streets that bring traffic to other collector or arterial streets through southeast Brainerd such as Oak Street. All street segments generate local residential traffic as can be seen with the relatively low volume vehicle counts on the streets.

## Utility Conditions

Underlying utility needs were taken into consideration with the help of Brainerd Public Utilities, Brainerd Public Works, and GPRS in identifying project limits based on location and conditions of watermains and sanitary sewer mains under the street surface. Storm sewers within the project limits are limited in scale but generally function acceptably except for larger rain events that inundate



the system. Sanitary sewer main was evaluated utilizing the City's jetting and camera equipment as well as an evaluation through GPRS (vendor) to determine condition and location of service lines. The sanitary sewer is vitrified clay pipe for most of the western portion of the project and in poor condition. The east portion of the project has relatively younger-aged polyvinyl chloride (PVC) pipe and is in general acceptable condition and is proposed to remain in place and not be replaced as part of this project. A listing of the existing utility infrastructure size and approximate age are as follows:

## Watermain

17<sup>th</sup> Street SE: 4-inch cast iron pipe, constructed in 1936 (89 years)  
18<sup>th</sup> Street SE: 6-inch cast iron pipe, constructed in 1936 (89 years)  
19<sup>th</sup> Street SE: 6-inch cast iron pipe, constructed in 1992 (33 years)  
Norwood Street: 4 to 6-inch cast iron pipe, constructed in 1963 (62 years)  
Maple Street: 4-inch cast iron pipe, constructed in 1936 (89 years)  
Laurel Street: 6-inch cast iron pipe, constructed in 1931 (94 years)

## Sanitary Sewer

Streets/Alleys from 18<sup>th</sup> Street and to the west: 8-inch vitrified clay pipe (VCP), constructed in 1914 (111 years), 1921 (104 years), and 1930 (95 years)  
Streets/Alleys from 18<sup>th</sup> Street and to the east: 8-inch polyvinyl chloride pipe (PVC), constructed in 1992 (33 years) and 1995 (30 years)

## Storm Sewer

17<sup>th</sup> Street SE from Maple to Laurel Streets: 12 to 15-inch reinforced concrete pipe (RCP), generally constructed in 1977 (48 years), some maintenance replacements performed more recently

# Proposed Project and Work Types

The intent of this section of the report is to give a broad overview of construction types for the project along with outlining the feasibility of the project.

Street reconstruction of this nature is highly intrusive. The underlying utility needs and current surface and curb and gutter ratings are driving most of the improvements.

## Right of Way

The project is not anticipated to need any right-of-way acquisition. Most of the current rights-of-way on the project are 66-feet in width, which allows the full reconstruction of the street, replacement of old utilities, concrete sidewalk, and restoration without the need for additional temporary easements or permanent right-of-way.



## Removals

The streets in the project area are surfaced with bituminous asphalt pavement. This is being proposed to all be removed to access underlying utilities. All curb and gutter are proposed for removal in the project limits, as all was part of the original construction. Driveways and other pavements outside of the street are all proposed for removal with the project, as street grades and utility re-alignments, along with the condition of these elements, make it necessary.

## Proposed Typical Sections

The City is proposing to use its standard typical section on these residential streets. That is a 35-foot-wide street (32' bituminous surface with 3-feet of curb and gutter drivable surface). This section allows for two lanes of traffic (10 ½-feet wide) and two parking lanes (7-feet wide). Further, based on input received by the City Council, the project would propose to include new bituminous pavement surfacing on Laurel Street between 17<sup>th</sup> and 18<sup>th</sup> Street, including curb and gutter for surface drainage on one side of the street. The width is proposed to be approximately 17 feet to accommodate a single through lane and a parking lane as this segment of Laurel Street is currently a one-way street. Based on recommendations by ITT after performing a geotechnical analysis, the City is proposing a typical section depth of 6 inches of aggregate base and 4 inches of bituminous asphalt, using an assumed subgrade R-Value of 70.

The City is proposing to include construction of a new sidewalk on 17<sup>th</sup> Street between Oak and Norwood Streets, Norwood Street between 18<sup>th</sup> and 19<sup>th</sup> Streets, and 19<sup>th</sup> Street between Oak and Norwood Streets. The existing sidewalk on Norwood Street between 17<sup>th</sup> and 18<sup>th</sup> Streets is proposed to be replaced.

## Utilities

Full replacement and additions of existing watermain infrastructure within the project limits are proposed. Water services to residences are proposed to be replaced with the project where watermain is being added or replaced. The sanitary sewer that runs north-south on 19<sup>th</sup> Street and in the alley between Norwood/Maple and 18<sup>th</sup>/19<sup>th</sup> Streets is planned to be left in place as the infrastructure is in acceptable condition. Full replacement of the remaining sanitary sewer infrastructure is planned within the remaining project area. To gain additional bury depth, it is planned to relocate the sanitary sewer that runs south on 18<sup>th</sup> Street to the west on Maple Street. This will allow for further bury depth on the main and service lines north of Maple on 18<sup>th</sup> Street and in the alley between Maple and Laurel Streets. Storm sewer main will be redone in the project area, however the infrastructure is mainly limited to the block of 17<sup>th</sup> Street between Maple and Laurel Streets.

## Restoration

Boulevards will be restored with black dirt and seed in any disturbed area. Boulevard trees removed with construction or per the City's Ash Tree Policy will be replaced on a 1:1 basis. Existing landscaping, retaining walls, and other elements placed by property owners will be individually



addressed with the project by City staff and the property owner. Sprinklers will need to be removed by the resident or business prior to construction and replaced once restoration has occurred.

## Environmental Considerations and Erosion Control

Standard erosion control BMP's will be placed during construction. Storm sewer will be offline for the duration of the portion of the project when that segment is under construction. The contractor will be responsible to ensure the sites are accessible to both vehicles and pedestrians throughout construction. Impervious surface areas are likely to be slightly higher than current impervious areas with the project construction due to the additional sidewalk proposed. No protected or endangered species are anticipated to be affected by the proposed construction.

## Property Owner Engagement

Staff held a Neighborhood Informational Meeting at City Hall on Tuesday, August 19<sup>th</sup> to answer questions and collect input from property owners and residents within the project area. Staff received many questions regarding construction and assessments. The couple comments received were related to not having the desire for sidewalk to extend north of Norwood Street. An online survey was set up to further collect any input or comments on the proposed project, but no comments to date have been received using this survey.

## Project Estimated Costs

Below is a breakdown of estimated project costs for the project. Cost breakdowns of each specific roadway will be made available upon request. The totals outlined below reflect an estimated cost with 10% engineering costs included. The costs reflected in bids from contractors may vary from these costs based on workload, project site conditions, or other factors out of the City's control. The costs are based on historical values for each item of work and vary due to market conditions. Costs are broken down to roadway (street, curb and gutter, restoration, etc.), storm sewer, sanitary sewer, watermain, assessable (based on a residential roadway design), and staff took the liberty to break out sidewalk costs to give an idea of the cost of those additional items that are necessary for the street construction:

| <b>Southeast Brainerd Reconstruction Project</b> |                    |
|--------------------------------------------------|--------------------|
| Roadway                                          | \$896,526          |
| Storm Sewer                                      | \$201,685          |
| Sanitary Sewer                                   | \$401,981          |
| Watermain                                        | \$750,880          |
| Sidewalk                                         | \$113,815          |
| Assessable Costs (not included in total)         | \$712,265          |
| <b>Total Construction and Engineering</b>        | <b>\$2,963,337</b> |

A portion of the project is proposed to be financed by special assessments. The City assessment policy calls for assessing benefiting owners 50% of the costs associated with street reconstruction on a front foot basis. The City Council has adopted a side-yard deduction assessment policy to help



reduce the burden for the owners of corner lots on reconstruction projects that extend on multiple streets. Side-yard is defined as the side of your lot with the most street frontage. Improvements made to the side-yard street result in the City paying for the cost of one-half of the side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. Project costs associated with the replacement of utilities will not be assessed and are paid by the associated utility fund (i.e. watermain items funded by Brainerd Public Utilities). The City Assessment Policy is included in the Appendix. Based on the assessment policy and the above preliminary estimate, it is estimated that the assessment rate for this project would be **\$85.00** per linear foot of front footage.

## Summary

The intended uses of these streets and this infrastructure is not anticipated to change over the life of these improvements. Feasibility analysis is completed during the survey, preliminary design, public meetings, and final design of the proposed improvements. Through this analysis, City staff have completed most of the plans and specifications that are explained and contained in this report. The streets proposed for reconstruction have exceeded their life expectancy. The City has an obligation to maintain these traffic corridors for pedestrians and vehicles. Underlying utilities proposed for replacement are in need of replacement. No right of way or expansion of existing streets is proposed, and environmental considerations have been addressed through design.

City staff is recommending that the City Council conduct a Public (Improvement) Hearing with benefiting property owners to determine the need for the proposed improvements. We recommend that, prior to the sale of bonds for the project, the Council pass a resolution stating the intent to reimburse itself for the payment of expenditures out of bond proceeds to be made after the date of payment of the expenditures. From an engineering standpoint, the proposed project is feasible, cost effective, and necessary due to the elements outlined in this report and submitted to the Council as necessary according to Minnesota Statute 429.



# Appendix

## Existing Photos













**JULY 25, 2025**

**PROJECT 25-132  
REPORT OF GEOTECHNICAL EXPLORATION**

**For**

**SOUTHEAST AREA STREET IMPROVEMENTS  
BRAINERD, MINNESOTA**

**Prepared For:**

**CITY OF BRAINERD**

July 25, 2025

Mr. Jessie Dehn  
City Engineer/ Public Works Director  
City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

RE: 25-132                      Report of Geotechnical Exploration  
Southeast Area Street Improvements  
Brainerd, Minnesota

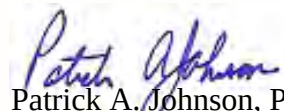
Dear Mr. Dehn:

Independent Testing Technologies, Inc. is pleased to submit the results of our subsurface investigation program for several streets in the southeast area of Brainerd, Minnesota. This report represents our work on this project as authorized by you. It includes our recommendations regarding earthwork, fill and compaction, subgrade preparation, and pavement design. An electronic copy is enclosed.

The streets include SE 17<sup>th</sup>, 18<sup>th</sup>, and 19<sup>th</sup> Streets, Laurel Street, Maple Street and Norwood Street. The soils encountered were a mixture of silty sand (SM) fill, poorly graded sand with silt (SP-SM) fill, native sands (SP, SP-SM, SM), silts (ML) and silty lean clays (CL-ML). Some organic peat (PT) was encountered in boring SB-4 on Norwood Street from 5 to 7.5 feet, which will require removal and replacement.

Mr. Dehn, it has been our pleasure to work with you on this project. Independent Testing appreciated the opportunity to perform this geotechnical evaluation and look forward to continuing our participation during the construction phase of this project. Please contact Patrick Johnson if you have any questions regarding this report. Please contact Tyler Burkes if you would like a proposal for the materials testing services that will be needed.

Sincerely,



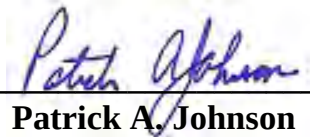
Patrick A. Johnson, P.E.  
Minnesota License #22037



Kevin T. Reller  
President

## **CERTIFICATION**

**I hereby certify that this report was prepared  
by me or under my direct supervision and that I am a  
duly Licensed Engineer under the laws  
of the State of Minnesota.**



---

**Patrick A. Johnson**

**Date: July 25, 2025**

**License No.: 22037**

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**GEOTECHNICAL EXPLORATION  
CITY OF BRAINERD  
SOUTHEAST AREA STREET IMPROVEMENTS  
BRAINERD, MINNESOTA  
PROJECT 25-132**

### **A. Introduction**

**This report is being prepared for use by our client on this specific project. We intend to present this report and our findings in the same logical manner that led us to arrive at our recommendations. This report is based on some general assumptions regarding the anticipated construction based on experience with similar projects. These assumptions and the entire report should be reviewed immediately upon receipt.**

**Purpose:**

The purpose of our investigation was to evaluate the existing soil and water conditions on several streets in the southeast portion of the City of Brainerd. We understand the streets will be reconstructed with a new aggregate base and pavement. Some storm sewer improvements are expected as well as some minor utility upgrades. In accordance with your written authorization, we have conducted a subsurface exploration program for the proposed project.

**Scope of Services:**

Our authorized scope of services included the following:

1. To investigate the subsurface soil and water conditions encountered at five (5) split-spoon soil boring locations. The borings were planned to depths of ten (10) feet.
2. To provide a report of our findings including a summary of our findings with pavement thickness at each boring location as well as recommendations regarding earthwork, fill and compaction, subgrade preparation, and pavement design with an estimated design R-value.

**General Site Conditions:**

The streets are all in residential areas. The site encompasses the area bounded by SE 17<sup>th</sup> Street to the west, SE 19<sup>th</sup> Street to the east, Oak Street to the south and Laurel Street to the north. Oak Street is not included in the project. The site is relatively flat, with slopes of 0-6 percent.

**Available Subsurface Information:**

According to the Geologic Map of Minnesota, Quaternary Geology, prepared by Howard C. Hobbs and Joseph E. Goebel (1982, Minnesota Geological Survey), the project lies within an outwash unit associated with the Rainy Lobe Glaciation. The non-calcareous drift of the Rainy Lobe is derived from igneous and metamorphic rocks of the Canadian Shield.

According to the Soil Survey of Crow Wing County prepared by the Soil Conservation Service, the site lies within sandy urban soils that have been graded for development purposes. The individual soils are mostly fine loamy sands that have moderate limitations for development of local streets due to shallow depth to saturated soil.

**B. Exploration Program**

Five (5) split-spoon soil borings were conducted on this project. The borings were advanced to depths of 10 feet using a 3 ¼ inch I.D. hollow stem auger. Samples were obtained every 2 ½ feet using a 2-inch O.D. split-spoon sampler in accordance with the American Society for Testing and Materials (ASTM D1586). Standard penetration values (N-values) were obtained at each sample interval by driving the sampler into the soil using a 140-pound hammer falling 30 inches. After an initial set of 6 inches, the number of blows required to drive the sampler 12 inches is known as the standard penetration resistance or N-value. Where the sampler cannot be driven at least 6 inches by 50 blows of the hammer, the total number of blows as well as the distance driven is reported on the boring logs.

Groundwater levels were noted during drilling and immediately after completion. The holes were backfilled with the auger cuttings and patched with bituminous cold patch. Some settlement of the bore holes may be expected. All the borings were conducted with a CME-45 truck mounted rig. Ground surface elevations are based on the GPS coordinates and data from the MnTOPO website.

**Exploration Results:**

Five (5) borings were conducted in the existing bituminous paved streets and encountered 2.0 to 3.0 inches of bituminous over 4 to 6 inches of aggregate base material. The following table lists the

depth of bituminous pavement and aggregate base at each boring location:

| Boring | Road                       | Bituminous | Aggregate |
|--------|----------------------------|------------|-----------|
| SB-1   | SE 17 <sup>th</sup> Street | 3.0"       | 4.0"      |
| SB-2   | Maple Street               | 3.0"       | 5.0"      |
| SB-3   | SE 18 <sup>th</sup> Street | 3.0"       | 4.0"      |
| SB-4   | Norwood Street             | 3.0"       | 5.0"      |
| SB-5   | SE 19 <sup>th</sup> Street | 2.0"       | 6.0"      |

Below the pavement and aggregate, boring SB-1 encountered mixed poorly graded sand with silt (SP-SM) fill to 4.0 feet, followed by black, silty sand (SM) to 7.0 feet and then silt (ML) to termination at 11.5 feet. Below the pavement and aggregate, boring SB-2 encountered native, poorly graded sand (SP) to 5.0 feet, followed by silt (ML) to termination at 11.5 feet. Below the pavement and aggregate, boring SB-3 encountered native, poorly graded sand (SP) to 5.0 feet, followed by silt (ML) to 7.5 feet, and then silty lean clay (CL-ML) to termination at 11.5 feet.

Below the pavement and aggregate, boring SB-4 encountered mixed silty sand (SM) fill to 5.0 feet, followed by black peat (PT) to 7.5 feet, poorly graded sand with silt (SP-SM) to 10.0 feet and then fine grained silty sand (SM) to termination at 11.5 feet. Below the pavement and aggregate, boring SB-5 encountered native, poorly graded sand (SP) to termination at 11.5 feet.

#### **Penetration Test Results:**

The standard penetration blow counts in the sandy fill soils (SM, SP-SM) ranged from 5 to 18, which are low to moderate, indicating they are in a loose to medium dense condition. The standard penetration blow counts in the native silt (ML) and clay (CL-ML) soils ranged from 2 to 13, which are very low to moderate, indicating they are in a very soft to stiff condition. The standard penetration blow counts in the organic peat (PT) soils were 4, which is low, indicating they are in a soft condition. The standard penetration blow counts in the native sandy soils (SM, SP-SM, SP) ranged from 2 to 9, which are very low to low, indicating they are in a very loose to loose condition. Refusal of the spoon or auger did not occur in any of the borings. Drilling was fairly easy.



### **Water Level Observations:**

Observations of the subsurface water conditions were made during drilling operations. Groundwater was only encountered in boring SB-4 at 10 feet and in boring SB-5 at 7.5 feet during drilling. Groundwater was not encountered in any of the other borings at the time of our investigation.

The water levels were observed over a brief period of time. We feel the groundwater observations may not be an accurate representation of the true water levels due to the low permeability of the silt and clayey (ML, CL-ML) soils. The water may not have had time to stabilize in the borehole. Water encountered in poorly graded sands (SP, SP-SM), as it was in SB-5, should be considered an accurate representation of the true water levels due to the high permeability of the sand.

It should be noted that fluctuations in the level of the groundwater can occur due to variations in rainfall, temperature, spring thaw and other factors not evident at the time of our investigation. Mottled soils were observed. Mottled native soils are a historical indication of a temporarily or seasonally saturated soil condition. Grey soils were also observed. Grey native soils are an indication of a permanently saturated soil condition.

### **Laboratory Testing**

Moisture Content Tests- Moisture content tests were performed on every split spoon sample in accordance with ASTM method D2216; *Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. Individual test results are shown on the boring logs adjacent to the sample that was tested.

## **C. Engineering Review**

### **Discussion:**

The sandy soils encountered are predominantly fine grained, poorly graded sands with silt (SP-SM) and poorly graded sands (SP). They appear to mostly be outwash materials. The native sands (SM, SP-SM, SP) are considered excellent material for use as structural fill and pavement support. They are also excellent for stormwater infiltration.

## **D. Recommendations**

**The following recommendations are based on our understanding of the proposed project. If our understanding of the project is not accurate or if changes are made to the project scope, please inform us so that our recommendations can be amended, if necessary. We have included recommendations regarding earthwork and construction that may help in cost estimates and aid in design. We should be allowed to review the proposed construction plans to provide further detailed recommendations, if necessary. Without the opportunity to review the final construction plans, the recommendations made in this report may no longer be valid.**

### **Embankment/ Road Fill:**

The soils on the site consisting of poorly graded sands (SP) and poorly graded sands with silt (SP-SM) are considered excellent material for use as fill material. These soils are fairly easy to compact using vibratory compaction equipment near their optimum moisture contents.

The silts (ML) and clays (CL-ML) are very poor for use as fill and for pavement support. They are very frost susceptible. They are difficult to work with. The natural moisture contents are above optimum for compaction. Therefore, they will need to be dried before they can be used as structural fill. Natural moisture contents generally ranged from 26% to 30% in the silt (ML) and clay (CL-ML). We recommend that if any of the silt (ML) or clay (CL-ML) soils are exposed, they not be used as fill or trench backfill within four feet of the roadway finished subgrade. They should be wasted or used only as trench backfill below four feet deep.

We recommend that any imported fill and culvert or trench backfill material consist of mineral soils meeting the requirements specified below. No organic soils, roots, stumps, logs, brush, etc. should be used as structural fill below any utility structure or pavement section. We recommend that all fill and utility trench backfill material be free of soft, wet, or frozen soils, highly expansive soils, rubble, debris, and rocks in excess of 6 inches in diameter. The fill material should be as uniform as possible both in composition and moisture content.

Organic peat (PT) was encountered in SB-4 from 5 to 7.5 feet. This material should be removed from under the street and replaced with granular fill. No organic soils with organic content in excess of 3.0% by weight should be used as roadway embankment fill or as subgrade material.

Some of the fill was dark brown. It is our opinion that most of the dark silty sand fill will be suitable for re-use. However, peat (PT) soils are not suitable for use as fill in the roadway and should be removed from the site.

We recommend that all embankment fill material be placed in 12-inch loose lifts and compacted to a minimum of 95% of standard proctor maximum density (ASTM D698). Any fill placed in the top 3 feet of the road subgrade should be compacted to at least 100% of the standard proctor maximum density. All fill material should be compacted at a moisture content within plus or minus 2% of the optimum moisture as determined by a standard proctor. We recommend compaction tests be taken at a minimum rate of one test per two feet of fill per 200 linear feet of roadway subgrade, and aggregate base material.

### **Utility Installation:**

We recommend that all utility pipes lay in non-organic mineral soils capable of supporting the pipes. Excessive over-excavation beneath the pipes should be avoided. We recommend that 2 to 6 inches of granular bedding material be placed and compacted around the pipe to aid in aligning the pipe for line and grade. The silty and clayey soils on this site are not suitable for use as pipe bedding.

Compaction should be done very carefully by hand to prevent the pipe from shifting. We recommend that the backfill be compacted with a vibratory sheep's foot roller after the backfill is 2 feet above the top of the pipe. Vibratory compaction should only be used on clean sands or silty sands at or below optimum moisture. Otherwise, static rollers are recommended.

We recommend that excavations slope at a 1.5:1 (horizontal: vertical) ratio from the bottom of the excavation to the surface. Stockpiled material should be kept at least 2 feet from the edge of the excavation. This is the minimum required by OSHA. We recommend all construction vehicles be kept at least 5 feet from the edge of the excavation. An escape ladder should be provided at all times while workers are in the excavation. All excavations must meet OSHA

standards (29 CFR1926).

**Construction Dewatering:**

Dewatering will be required for utility installation below the water levels. It is our opinion that a sump with a pump would be best suited for any dewatering needed in the deep silty and clayey soils on the site. However, a series of sand points would be better suited in the sandy soils. We recommend that all standing water be removed from the utility trenches prior to backfilling. We recommend that any utility trench backfill material placed in standing water consist of clean sands with less than 5% passing the number 200 sieve.

**E. Pavement Recommendations**

The fine grained, silty sand (SM), poorly graded sand with silt (SP-SM) and poorly graded sand (SP) outwash soils this site are classified as A-1-b and A-3 soils in accordance with the American Association of State Highway Transportation Officials (AASHTO) classification system. A-1-b and A-3 soils are rated as excellent material for use as roadway subgrade material. Without benefit of a laboratory R-value determination and based on MnDOT guidelines, we recommend an R-value of 70 be assumed for the sandy soils on this site.

We assume the silt (ML) and silty clay (CL-ML) will be at least four feet below the finished street subgrade. Therefore, their presence should not affect the pavement.

Based on an assumed R-value of 70, we recommend the following bituminous pavement section for low-volume, residential streets:

| <u>Thickness</u> | <u>Course/Description</u>               | <u>G.E.</u> |
|------------------|-----------------------------------------|-------------|
| 2.0"             | Mn Dot 2360 SPWEB240 Bituminous         | 4.5"        |
| 2.0"             | Mn Dot 2360 SPNWB230 Bituminous         | 4.5"        |
| 6.0"             | Mn Dot 3138 Class 5 or 6 Aggregate Base | 6.0"        |
| 10.0"            | TOTAL                                   | 15.0"       |

In using the above R-value for bituminous pavement design, it is essential that the subgrade be

constructed of uniform soils at a moisture content and density in accordance with MnDOT specification 2105 and capable of passing a test roll in accordance with MnDOT specification 2111. The native, undisturbed soils may need preparation (drying and compacting) to pass a proof roll. If the subgrade is not compacted, uniform and capable of passing a test roll, then we recommend the subgrade be scarified and recompacted or subcut and geotextile fabric placed along with select granular material meeting MnDOT specification 3149. The top of subgrade should be compacted to a minimum of 100% of standard proctor maximum density. The subgrade should be sloped towards the edges to provide drainage.

### **F. Closing**

Our work was performed for geotechnical purposes only and not to document the presence or extent of any contamination on the site. We can note that our crew did not detect any obvious contamination by sight or smell during drilling operations. However, human senses are limited in terms of contamination detection and, therefore, the lack of detection through human sensing does not preclude the possibility of the presence of contamination of the site.

This report represents the result of our subsurface investigation and is based on information gathered at specific locations. Subsurface conditions can change a great deal over short horizontal distances. Also, the actual interface between strata will likely be a gradual transition rather than an abrupt change as represented on the boring logs.

Geotechnical engineering is based extensively on opinion. Therefore, the data contained in this report should be used as a guide, and we recommend that construction monitoring be performed by a qualified geotechnical engineer or technician. We recommend ITT be retained to perform construction observation and materials testing on this project due to our familiarity with the soils. Any changes in the subsurface conditions from those found during this geotechnical exploration should be brought to the attention of a soils engineer.

# APPENDIX 1

## BORING LOCATION PLAN



# APPENDIX 2

## SOIL BORING LOGS



PROJECT: **25-132 CITY OF BRAINERD**  
**SOUTHEAST BRAINERD RECONSTRUCTION**  
**BRAINERD, MINNESOTA**

DATE: **6/30/25** BORING #: **SB-1**  
 START TIME: **8:30** END TIME: **8:50**

METHOD: **3 1/4" I.D. Hollow Stem Auger**  
 CREW: **CD/RS**

LOCATION: **SE 17th Street**

N46.3551238° W94.1839564°

ELEVATION: **1198.3**

Page 1 of 1

| Depth<br>(Feet) | ASTM<br>Symbol | Soil<br>Description                                                                                                                  | Sample<br># | N<br>Value | W <sub>n</sub> | Notes |
|-----------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|----------------|-------|
| 7"              |                | 3.0 inches Bituminous. 4.0 inches Aggregate                                                                                          |             |            |                |       |
| 4.0             | SP-SM          | POORLY GRADED SAND w/ SILT, fine to medium grained,<br>w/ a trace of GRAVEL, dark brown.<br><br>FILL                                 | 1           | 5          | 11.9           |       |
| 5.0             | SM             | SILTY SAND, fine grained, greyish brown, black.                                                                                      | 2           | 7          | 18.6           |       |
| 7.0             |                |                                                                                                                                      |             |            |                |       |
| 10.0            | ML             | SILT, w/ very fine grained SAND, light grey.                                                                                         | 3           | 13         | 27.1           |       |
| 11.5            |                |                                                                                                                                      | 4           | 7          | 27.4           |       |
|                 |                | Boring complete to 11.5 feet.<br>No water encountered during drilling.<br>No water encountered to cave-in at 3' 0" after completion. |             |            |                |       |

PROJECT: **25-132 CITY OF BRAINERD**  
**SOUTHEAST BRAINERD RECONSTRUCTION**  
**BRAINERD, MINNESOTA**

DATE: **6/30/25** BORING #: **SB-2**  
 START TIME: **9:00** END TIME: **9:20**

METHOD: **3 1/4" I.D. Hollow Stem Auger**  
 CREW: **CD/RS**

LOCATION: **Maple Street**

N46.3545606° W94.1833435°

ELEVATION: **1209.4**

Page 1 of 1

| Depth<br>(Feet) | ASTM<br>Symbol | Soil<br>Description                                                                                                                  | Sample<br># | N<br>Value | W <sub>n</sub> | Notes |
|-----------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|----------------|-------|
| 8"              |                | 3.0 inches Bituminous. 5.0 inches Aggregate                                                                                          |             |            |                |       |
|                 | SP             | POORLY GRADED SAND, fine grained, orangish brown, mottled.                                                                           |             |            |                |       |
|                 |                |                                                                                                                                      | 1           | 8          | 9.1            |       |
| 5.0             |                |                                                                                                                                      |             |            |                |       |
|                 | ML             | SILT, w/ very fine grained SAND, light greyish brown, mottled.                                                                       | 2           | 2          | 28.0           |       |
|                 |                | brown, mottled.                                                                                                                      | 3           | 6          | 27.2           |       |
| 10.0            |                |                                                                                                                                      |             |            |                |       |
|                 |                | grey, mottled.                                                                                                                       | 4           | 11         | 26.0           |       |
| 11.5            |                |                                                                                                                                      |             |            |                |       |
|                 |                | Boring complete to 11.5 feet.<br>No water encountered during drilling.<br>No water encountered to cave-in at 8' 0" after completion. |             |            |                |       |

PROJECT: **25-132 CITY OF BRAINERD**  
**SOUTHEAST BRAINERD RECONSTRUCTION**  
**BRAINERD, MINNESOTA**

DATE: **6/30/25** BORING #: **SB-3**  
 START TIME: **9:30** END TIME: **9:50**

METHOD: **3 1/4" I.D. Hollow Stem Auger**  
 CREW: **CD/RS**

LOCATION: **SE 18th Street**

N46.3552583° W94.1825023°

ELEVATION: **1209.1**

Page 1 of 1

| Depth<br>(Feet) | ASTM<br>Symbol | Soil<br>Description                                                                                                                  | Sample<br># | N<br>Value | W <sub>n</sub> | Notes |
|-----------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|----------------|-------|
| 7"              |                | 3.0 inches Bituminous. 4.0 inches Aggregate                                                                                          |             |            |                |       |
|                 | SP             | POORLY GRADED SAND, fine grained, brown, mottled.                                                                                    |             |            |                |       |
|                 |                |                                                                                                                                      | 1           | 9          | 10.6           |       |
| 5.0             |                |                                                                                                                                      |             |            |                |       |
|                 | ML             | SILT, w/ very fine grained SAND, brown, mottled.                                                                                     | 2           | 5          | 24.4           |       |
|                 |                |                                                                                                                                      |             |            |                |       |
|                 | CL-ML          | SILTY LEAN CLAY, w/ very fine grained SAND, greyish brown, mottled.                                                                  | 3           | 5          | 26.0           |       |
| 10.0            |                | grey.                                                                                                                                |             |            |                |       |
|                 |                |                                                                                                                                      | 4           | 7          | 30.0           |       |
| 11.5            |                |                                                                                                                                      |             |            |                |       |
|                 |                | Boring complete to 11.5 feet.<br>No water encountered during drilling.<br>No water encountered to cave-in at 7' 6" after completion. |             |            |                |       |

PROJECT: **25-132 CITY OF BRAINERD**  
**SOUTHEAST BRAINERD RECONSTRUCTION**  
**BRAINERD, MINNESOTA**

DATE: **6/30/25** BORING #: **SB-4**  
 START TIME: **10:00** END TIME: **10:20**

METHOD: **3 1/4" I.D. Hollow Stem Auger**  
 CREW: **CD/RS**

LOCATION: **Norwood Street**

N46.3535392° W94.1822559°

ELEVATION: **1208.9**

Page 1 of 1

| Depth<br>(Feet) | ASTM<br>Symbol | Soil<br>Description                                                                                                                          | Sample<br># | N<br>Value | W <sub>n</sub> | Notes                                              |
|-----------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|----------------|----------------------------------------------------|
| 8"              |                | 3.0 inches Bituminous. 5.0 inches Aggregate                                                                                                  |             |            |                |                                                    |
|                 | SM             | SILTY SAND, fine grained, dark brown.                                                                                                        |             |            |                |                                                    |
|                 |                | FILL                                                                                                                                         |             |            |                |                                                    |
|                 |                |                                                                                                                                              | 1           | 18         | 7.4            |                                                    |
| 5.0             |                |                                                                                                                                              |             |            |                |                                                    |
|                 | PT             | PEAT, black.                                                                                                                                 | 2           | 4          | 114.4          |                                                    |
| 7.5             |                |                                                                                                                                              |             |            |                |                                                    |
|                 | SP-SM          | POORLY GRADED SAND w/ SILT, fine grained, grey.<br>w/ layers of organic material.                                                            | 3           | 6          | 20.6           |                                                    |
| 10.0            |                |                                                                                                                                              |             |            |                | V Water encountered at 10 feet<br>during drilling. |
|                 | SM             | SILTY SAND, fine grained, greyish brown, mottled.                                                                                            | 4           | 6          | 23.8           |                                                    |
| 11.5            |                |                                                                                                                                              |             |            |                |                                                    |
|                 |                | Boring complete to 11.5 feet.<br>Water encountered at 10 feet during drilling.<br>No water encountered to cave-in at 6' 0" after completion. |             |            |                |                                                    |

PROJECT: **25-132 CITY OF BRAINERD**  
**SOUTHEAST BRAINERD RECONSTRUCTION**  
**BRAINERD, MINNESOTA**

DATE: **6/30/25** BORING #: **SB-5**  
 START TIME: **10:30** END TIME: **11:00**

METHOD: **3 1/4" I.D. Hollow Stem Auger**  
 CREW: **CD/RS**

LOCATION: **SE 19th Street**

N46.3534582° W94.1811193°

ELEVATION: **1211.5**

Page 1 of 1

| Depth<br>(Feet) | ASTM<br>Symbol | Soil<br>Description                                                                                                                        | Sample<br># | N<br>Value | W <sub>n</sub> | Notes                                         |
|-----------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|----------------|-----------------------------------------------|
| 8"              |                | 2.0 inches Bituminous. 6.0 inches Aggregate                                                                                                |             |            |                |                                               |
| 5.0             | SP             | POORLY GRADED SAND, fine grained, w/ a trace of GRAVEL, brown.                                                                             | 1           | 9          | 3.7            | V Water encountered at 7' 6" during drilling. |
|                 |                |                                                                                                                                            | 2           | 9          | 6.4            |                                               |
| 10.0            |                |                                                                                                                                            | 3           | 7          | 20.2           |                                               |
| 11.5            |                | very fine grained.                                                                                                                         | 4           | 2          | 21.6           |                                               |
|                 |                | Boring complete to 11.5 feet.<br>Water encountered at 7' 6" during drilling.<br>No water encountered to cave-in at 6' 0" after completion. |             |            |                |                                               |

## Unified Soil Classification (USC) System (from ASTM D 2487)

| Major Divisions                                                                       |                                                                                        |                    | Group Symbol                | Typical Names                                                                 |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------|-----------------------------|-------------------------------------------------------------------------------|
| <b>Course-Grained Soils</b><br>More than 50% retained on the 0.075 mm (No. 200) sieve | <b>Gravels</b><br>50% or more of course fraction retained on the 4.75 mm (No. 4) sieve | Clean Gravels      | GW                          | Well-graded gravels and gravel-sand mixtures, little or no fines              |
|                                                                                       |                                                                                        |                    | GP                          | Poorly graded gravels and gravel-sand mixtures, little or no fines            |
|                                                                                       |                                                                                        | Gravels with Fines | GM                          | Silty gravels, gravel-sand-silt mixtures                                      |
|                                                                                       |                                                                                        |                    | GC                          | Clayey gravels, gravel-sand-clay mixtures                                     |
|                                                                                       | <b>Sands</b><br>50% or more of course fraction passes the 4.75 (No. 4) sieve           | Clean Sands        | SW                          | Well-graded sands and gravelly sands, little or no fines                      |
|                                                                                       |                                                                                        |                    | SP                          | Poorly graded sands and gravelly sands, little or no fines                    |
|                                                                                       |                                                                                        | Sands with Fines   | SM                          | Silty sands, sand-silt mixtures                                               |
|                                                                                       |                                                                                        |                    | SC                          | Clayey sands, sand-clay mixtures                                              |
| <b>Fine-Grained Soils</b><br>More than 50% passes the 0.075 mm (No. 200) sieve        | <b>Silts and Clays</b><br>Liquid Limit 50% or less                                     |                    | ML                          | Inorganic silts, very fine sands, rock four, silty or clayey fine sands       |
|                                                                                       |                                                                                        |                    | CL                          | Inorganic clays of low to medium plasticity, gravelly/sandy/silty/lean clays  |
|                                                                                       |                                                                                        |                    | OL                          | Organic silts and organic silty clays of low plasticity                       |
|                                                                                       | <b>Silts and Clays</b><br>Liquid Limit greater than 50%                                |                    | MH                          | Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts |
|                                                                                       |                                                                                        |                    | CH                          | Inorganic clays or high plasticity, fat clays                                 |
|                                                                                       |                                                                                        |                    | OH                          | Organic clays of medium to high plasticity                                    |
|                                                                                       |                                                                                        |                    | <b>Highly Organic Soils</b> |                                                                               |

Prefix: G = Gravel, S = Sand, M = Silt, C = Clay, O = Organic

Suffix: W = Well Graded, P = Poorly Graded, M = Silty, L = Clay, LL < 50%, H = Clay, LL > 50%

**City of Brainerd, Minnesota**  
**Street and Sewer Assessment Policy**  
*(Last Updated April 7, 2025)*

## **1. Introduction**

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

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

Special Assessments have three distinct characteristics:

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

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

## **2. Assessable Improvements**

### **How Much is Being Assessed?**

#### **Developer New Construction**

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

### **Petitioned New Construction**

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

### **Petitioned or Council Authorized Reconstruction of Resurfacing**

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

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

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

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

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

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

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



### **3. Initiation of an Improvement**

#### **By Petition from Property Owners**

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

#### **By Council Action**

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

### **4. Proceedings**

#### **Minnesota Statute 429**

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

#### **Interest Rates**

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

### **5. Payments**

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

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

## **6. Deferments**

### **Deferments due to Hardship**

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified or a termination event under Minn. Statute § 435.195 occurs. Interest would be assessed over a 10-year period on deferred assessments due to hardships. Persons interested in deferring assessments must apply each year and pay the associated application fee to have the following year assessment installment deferred. The most current deferment criteria passed by Council resolution can be requested from the City Clerk and a copy provided to the requestor. Deferments under this provision of the policy shall meet requirements of Minn. Stat. § 435.193-195.

### **Deferments on Unimproved Property**

The City Council has adopted policy which allows for assessment deferments for assessments on unimproved property. Deferred assessments on a property may be deferred until a designated future year, the property is subdivided by plat, improvements are constructed, or the property (or a portion of the property) is sold. At the time the property is sold, the assessment would become levied on the property. If the property is subdivided, the assessment will be apportioned to each partition and the assessment would become levied on each improved property. Properties that are subdivided but remain unimproved, may remain deferred until 50% of the original property has been subdivided. At that time, the assessment would become levied on the original property as well. Interest will accrue on the entire amount of deferred assessment until the first installment and continue to accrue on the remaining balance, with the duration of installments not exceeding 30 years following the levy of the assessment. Deferments under this provision of the policy shall meet requirements of Minn. Stat. § 429.061, subd. 2.

## **7. Other Frequently Asked Questions**

### **Will Improvements Affect my Property Taxes?**

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

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

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

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**RESOLUTION**  
**NO. \_\_\_\_\_**

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS**  
**IMPROVEMENT 25-05 – SOUTHEAST BRAINERD RECONSTRUCTION PROJECT**

WHEREAS, the City Council on the 20<sup>th</sup> day of October 2025, fixed a date for a Council hearing on Improvement 25-05 – Southeast Brainerd Reconstruction Project, to consider the making of improvements on:

Street Reconstruction

17<sup>th</sup> Street SE – Oak Street to Laurel Street  
18<sup>th</sup> Street SE – Oak Street to Laurel Street  
19<sup>th</sup> Street SE – Oak Street to Dead End  
Norwood Street – 17<sup>th</sup> Street SE to 19<sup>th</sup> Street SE  
Maple Street – 17<sup>th</sup> Street SE to 19<sup>th</sup> Street SE

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 17<sup>th</sup> day of November 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted October 20<sup>th</sup>, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. City Engineer Jessie Dehn is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted this 17<sup>th</sup> day of November 2025

\_\_\_\_\_  
MIKE O'DAY  
President of the Council

Adopted this 18<sup>th</sup> day of November 2025

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
NICHOLAS W. BROYLES  
City Administrator



# City Council Agenda Request

**MEETING DATE:** November 17, 2025

**TITLE OF ITEM:** Consider Development of Gustafson Park

**AGENDA:** Main

**ACTION REQUESTED:** Direction Requested

**SUBMITTED BY:** James Kramvik, Community  
Development Director, Eric Charpentier

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community  
Development Director

**ESTIMATED TIME (MIN):** 10 min

**SUMMARY OF ISSUE:** See Memo

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** See Memo

**RECOMMENDED ACTION/MOTION:**

Staff recommends the City Council consider the options for residential development of Gustafson Park and provide direction to Staff.

Option 1 – Work with the Brainerd HRA and allow them to meet with developers for this property and have the HRA work with the Park Board on a recommendation to Council on a conveyance of the property to the HRA at a future meeting.

Option 2 – Direct City staff to bring a preliminary plan to the Park Board for a formalized recommendation and receive a quote from a surveying company to replat the property. City Council would make a final decision at a future meeting.

Option 3 – Entertain no further discussion on the development of Gustafson Park and to leave the property in its current state.

**FINANCIAL IMPACT:** N/A

# MEMO



**TO:** Mayor and City Council

**FROM:** James Kramvik, Community Development Director  
Eric Charpentier, HRA Executive Director

**DATE:** November 17<sup>th</sup>, 2025

**RE:** Consider Development of Gustafson Park

---

## INTRODUCTION

Gustafson Park is located along N St NE, between 9<sup>th</sup> Ave NE and 10<sup>th</sup> Ave NE, and consists of approximately 1.2 acres with an alley bisecting the two existing fields. The park consists of grass fields with 4 back stops and a utility shed. The park has historically been utilized for some of our youth programming activities but was left off the designated parks list. The Parks Department currently maintains Gustafson Park which primarily consists of mowing the grass as needed.

The Brainerd HRA approached the Park Board at their May 27<sup>th</sup> meeting during open forum to discuss the potential for development of residential housing at Gustafson Park as a conversation starter. The Park Board was receptive to having this item on an upcoming agenda to formally review this opportunity further. Staff at the Brainerd HRA were then approached in October by a developer and builder to discuss building options at Gustafson Park specifically and to request any assistance that the HRA could potentially offer. Any assistance that the HRA could offer would be dependent on if the HRA could acquire this land to work through a purchase and development agreement with the interested developer.

The HRA also understands that if there is an opportunity for the open market to purchase these lots for development, that the open market option would be the preferred method for development with the least amount of government intervention involved.

## RESIDENTIAL DEVELOPMENT

Staff have reviewed the property for potential residential development and believe this site has ideal existing infrastructure for infill development within the City. The property could most likely be parceled into 7 lots to support the development of duplexes or single-family homes. The existing alley would benefit the potential for duplexes as off-street parking would be utilized in the rear yard rather than driveways from public streets.

## OPTIONS

- 1) Work with the Brainerd HRA to convey the property to them to construct single-family or multi-family affordable housing. The property would be developed through a purchase and development agreement that could dictate the type of development as well as the final sale price of the housing units. A developer would be responsible for subdividing the property and working with the City on any zoning or variance requests that may be needed for the successful development of these parcels.
- 2) The City could retain the property and subdivide the parcels to sell at market rate through the EDA. The properties would not have to be conveyed to the EDA until final sale. In the current market, many developers are interested in shovel ready in-fill sites throughout Brainerd for the construction of duplex rentals. Vacant properties are currently selling between \$15,000 and \$30,000 dependent on the size of the parcel. To list the property, the City should replat the parcels to sell them individually. A purchase and development agreement could most likely be utilized to ensure the intended outcome of each parcel.

## AERIAL MAP



## **RECOMMENDATION**

Staff recommends the City Council consider the options for residential development of Gustafson Park and provide direction to Staff.

Option 1 – Work with the Brainerd HRA and allow them to meet with developers for this property and have the HRA work with the Park Board on a recommendation to Council on a conveyance of the property to the HRA at a future meeting.

Option 2 – Direct City staff to bring a preliminary plan to the Park Board for a formalized recommendation and receive a quote from a surveying company to replat the property. City Council would make a final decision at a future meeting.

Option 3 – Entertain no further discussion on the development of Gustafson Park and to leave the property in its current state.

11/5/2025



## Boards and Commissions of the City of Brainerd

Members and Commissioners,

This letter is on behalf of the Brainerd City Council who at its meeting held on November 3rd, 2025, discussed the policy regarding applications by boards and commissions for grant opportunities.

A motion was unanimously passed by all present Council Members to request a letter be sent to all boards and commissions on the issue. The City Council would like to remind boards and commissions of our grant policy, which is included with this letter. Any application for a grant that is over \$5,000 that may: require a matching contribution, create a new personnel position, or create an increased budgetary impact in the name of the City of Brainerd, must receive approval by the Personnel and Finance Committee Chair and City Administrator prior to application.

This policy aims to ensure fiscal responsibility, strategic alignment, and informed decision-making regarding the pursuit of external funding opportunities.

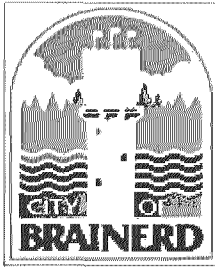
Sincerely,

A handwritten signature in black ink, appearing to read "N. Broyles", is located below the "Sincerely," text.

Nicholas W. Broyles

City Administrator

City of Brainerd



## CITY OF BRAINERD POLICY REGARDING GRANT APPLICATIONS REQUIRING CITY COUNCIL APPROVAL

### I. Purpose

This policy establishes the requirement for City of Brainerd staff to obtain prior approval from the City Council before submitting applications for grants that meet specific criteria related to financial obligations, personnel changes, or ongoing operational costs. This policy aims to ensure fiscal responsibility, strategic alignment, and informed decision-making regarding the pursuit of external funding opportunities.

### II. Scope

This policy applies to all City of Brainerd Department, division, and employees who intend to apply for any grant funding from federal, state, local or private sources.

### III. Policy Statement

City of Brainerd staff shall obtain explicit approval from the City Administrator and Personnel and Finance Chair prior to submitting any grant application that falls under one or more of the following categories:

- **Matching Contribution:** The grant requires a financial matching contribution from the City of Brainerd and the required match is not included or cannot be absorbed in the current year's budget. This includes cash matches, in-kind contributions that necessitate a direct budget allocation, or any form of financial commitment by the City.
- **New Personnel Position or FTE Increase:** The grant funding is specifically intended to create a new full-time or part-time personnel position within the City, or to increase the Full-Time Equivalent (FTE) of an existing position, whether the grant provides full partial funding for the position.
- **Increased Budgetary Impact:** The grant is for the acquisition of a piece of equipment or the development/construction of a new asset such as a park, street, or facility, where the ongoing maintenance, operation, insurance, or any other associated costs are anticipated to require an increase in the City's annual operating budget beyond existing departmental allocations.

ADOPTED: 4/6/2015

AMENDED: 4/7/2025

  
\_\_\_\_\_  
NICHOLAS BROYLES  
City Administrator

**From:** [Nick Broyles](#)  
**To:** [JD Berns](#); [Dave Badeaux](#); [Dave Badeaux](#); [Mike ODay](#); [mike.angland](#); [Trent Hawkinson BPU](#)  
**Cc:** [Paul Sandy BPU](#); [Danny Loch BPU](#); [Mike Habighorst](#); [Jessie Dehn](#); [Toni Gage](#); [Joseph Langel](#); [Connie Hillman](#)  
**Subject:** Development Agreement (DA) - Solar at Rotary Park  
**Date:** Friday, November 14, 2025 9:15:56 AM  
**Attachments:** [image001.png](#)  
**Importance:** High

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Good morning, all:

A member of the Rotary Executive Board and their attorney sent me an email on Wednesday asking for a meeting. They have concerns about Article 11 of the development agreement. It states:

*Article 11. Rotary Club's Responsibilities.*

*11.1 Rotary Club of Brainerd will pay Solar Developer \$10,000.00 upon signing of the solar agreement.*

*11.2 After the warranty has ended, Rotary Club of Brainerd will replace any damaged, inoperative solar panels and lighting; also responsible for the decommission of solar panels and lighting.*

*11.3 This Article shall survive termination of this Agreement.*

11.1 is not an issue. Everyone agrees with this. The issue is with 11.2 and 11.3. I just had a meeting with Paul, Danny, and Mike H. and the following is our understanding of the process and where responsibilities lie.

1. Rotary will contribute a one-time \$10k investment into the project.
2. BPU will be the beneficiary of the energy credits that we receive.
3. BPU, not Rotary (11.2), will be financially responsible for the replacement of any damaged, inoperative solar panels and lighting; BPU will also be financially responsible for the decommissioning of solar panel and lighting
4. This project needs to be complete by 1 Dec 25 to take advantage of the energy credits.
5. Minutes from previous meetings reflect somewhat different direction than the above. Staff believes that BPU has final authority in this project as all the financial interests lie with them.

Staff suggests the following.

1. We move forward now with installation of the project to meet the deadlines for the energy credits. Note that we would need to act now and clean it up administratively after the fact.



2. Have our attorney rewrite Article 11 of the DA to reflect above intent.
3. Present new DA to Park Board, PUC, and City Council, as necessary.

Paul / Danny / Trent / Mike H., am I missing anything? If anyone has questions, please reply all to the group so we can all benefit from the questions and answers. I am basically looking for a thumbs up from the mayor, and the president and chairs, and our city attorney. I have BCC'd the full Council and the full PUC with this email.

Dave B.

Mike O.

Mike A.

JD Berns

Joe L.

Regards

Nick



**Nick Broyles, MPA** | City Administrator

City of Brainerd | 501 Laurel Street Brainerd MN 56401

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