



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, December 1, 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: 2490 605 1340

Personnel and Finance Committee held: 2nd Floor Conference Room at 7:00 PM

Safety and Public Works Committee held: Council Chambers at 6:45 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
[IGNORE_INDENT]

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. **Approval of Licenses**

D. **Department Activity Reports**

E. **Approval of Transfers of Funds**

F. **Special Event/Parking Application- Indoor Farmers Market**

G. **Authorization to Enter into Agreement with CliftonLarsonAllen (CLA) for 2025 Audit Services**

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**

A. **Annual Charter Presentation- The Center**

B. **Annual Charter Presentation- The Northland Arboretum**

C. **Brainerd Public Utilities Operating and Capital Budget Presentation**

8. **Council Committee Reports**

A. **Safety & Public Works Committee**

1. Direction Requested for Bollig Complaint on Stormwater Easement adjacent to CSAH 48
2. Approve Design/Construction Engineering Proposal - Imp 25-05 Southeast Brainerd Reconstruction Project
3. Approve Amendment Request - SRF Consulting - TH 210/Washington Reconstruction
4. Update on 2025 Construction Projects
5. Consider Enacting an Ordinance Regulating Massage Therapy Businesses

B. **Personnel & Finance Committee**

1. Approve Updated Animal Control Contract
2. Approve Updated Misdemeanor Prosecution Services Agreement with Severson Porter
3. Discussion of 2026 Non-Working Funds Budgets
4. Discussion of 2026 Operating Budget and Levy

9. **Unfinished Business**

A. **Call for Applicants**

(Includes vacancies for expiring terms on 12/31/2025 to be appointed on or after the December 17th meeting)

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)
Housing Redevelopment Authority-- **2 terms** (Expire 2030)
Library Board-- **5 terms** (Expire 2031)
Park Board-- **1 term** (Expire 2028) **1 term** (Expire 2029)
Public Utilities Commission—**1 term** (Expire 2028) **1 term** (Expire 2030)

Transportation Advisory Committee- **1 term** (Expire 2026) **2 terms** (Expire 2027)

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

Planning Commission-- **2 terms** (Expire 2028)

Water Tower Committee—**2 terms**

B. **Final Reading- Proposed Ordinance 1598- Snow Removal**

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

10. **New Business**

A. **Consider Interim Use Permit Renewal for a Short-Term Rental - 1005 S. 6th St**

B. **Consider Interim Use Permit for a Short-Term Rental - 712 6th St N**

C. **Consider Interim Use Permit for a Short-Term Rental - 9995 Island Drive**

D. **First Reading — Proposed Ordinance 1599 - Fee Schedule**

E. **Consider CUP, Future Land Use Map Amendment and Proposed Ordinance 1600, a rezoning from CN-2 (Contemporary Neighborhood 2) to GC (General Commercial), to allow for an Animal Clinic on Parcel 41290683 (NE Corner of Oak Street and 28th St E)**

F. **Review Voyageur Heights EAW and Hold Public Meeting**

G. **Approval to Seek Grant to Extend Height of Fence Line at Memorial Softball Fields**

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

15. **Council Communications**

A. **2025-11-18 2026 Budget Detail Email**

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

MISSION

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

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, Bevans, Czeczok, Johnson, and O'Day. Mayor Badeaux was also noted as present. Members Erickson and Stunek were 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.

Member Czeczok requested to remove the Task Manager from the consent calendar.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO APPROVE THE CONSENT CALENDAR WITH THE REMOVAL OF THE TASK MANAGER.

- A. Approval of Bills
- 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

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

Task Manager

Member Czeczok stated that the City Council directed staff to contact Crow Wing County about Transit and requesting that Baxter reconsider their transit fare structure. He would like to know the status of the items. He also requested that the Transit business model be included on the tracker.

Administrator Broyles stated that he has meetings with both Crow Wing County and Baxter regarding transit in the coming weeks.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO APPROVE THE TASK MANAGER.

Upon roll call Council Members Yeager, 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 7:33 p.m.

Daniel Wall, 423 SE 17th Street, stated that he is concerned about the City remembering that a discount was offered to the homeowners on Norwood Street from when the detour was routed along their street.

Member Czeczok does not remember what Mr. Wall was referring to.

Chair O'Day stated that residents on Norwood Street took issue with the detour running on Norwood Street for the Safe Routes project at Harrison. This issue is a part of the discussion for the public hearing and ordering Improvement 25-05.

The chair closed the public forum at 7:36 p.m.

Council Committee Reports

Safety and Public Works Committee

Approve Change Order #3 - Imp 17-12 - Wright/10th Reconstruction Project

Member Yeager stated that the committee decided to discuss the item with the entire Council.

City Engineer Dehn gave an overview of the change order request. The request is for labor and equipment to perform the contaminated soil tests and re-placement of soils.

Member Czczok stated that staff directed the contractor to isolate the material, conduct testing, and replace the material which is appropriate. He is concerned that a decision was made regarding the project outside of a City Council meeting that may affect the contract time and scope of the project. He does not understand the process that was taken to suspend the contract and he has not subsequently had input in the project decision. He questions why his vote is needed on this item when it wasn't needed when the scope of the project was changed. He stated that a similar situation has been enacted regarding the solar project which he is not happy about. He supports paying for the change order, but he does not agree with the process taken towards project completion. He is trying to establish a precedent that actions taken are directed at a meeting. Council Members represent the public. He feels that each Member is entitled to a vote on matters to best represent their constituents.

Chair O'Day stated that Member Czczok has a valid point, the construction season has been very complicated. All the Staff and City Council can do now is learn from processes that not only offend but go against policy.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND YEAGER, DULY CARRIED, TO APPROVE CHANGE ORDER #3 IN THE AMOUNT OF \$5,355.

Member Bevans stated that the bigger issue is that the Council doesn't know what was done on the construction projects and what decisions were made.

Member Czczok gave an overview of the process taken and stated that there were two full Council meetings to have information presented. He appreciates the action being taken by the Council leadership and respects them, but to see staff give deference to any one Council Member is completely out of bounds. Ground rules need to be set.

City Engineer Dehn will provide a report next meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO DIRECT STAFF TO COME BACK WITH DETAILED EXPLANATION OF WHAT WAS DECIDED ON THE PROJECTS.

Consider HyTec Proposal for City Hall Annex Building

Member Yeager gave an overview of the actions taken on the Annex building. The proposal from HyTec includes basic items to "keep the Annex alive".

Member Johnson stated that he supports scheduling discussion at a workshop or meeting. He asked how long the quote is viable.

Chair O'Day stated that the quote is viable for 30-days.

Member Bevans stated that he requested an appraisal from Kamp Realty via the EDA. The City Council has not been given the appraised value. He would question the building's worth prior to deciding what to do with it.

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND CZECZOK, DULY CARRIED, TO DISCUSS THE ANNEX AT A WORKSHOP.

City Council discussed dates for the discussion.

Member Czeczok questioned why the budget meeting and the discussion of the Annex couldn't be held at the same meeting. He reminded Council Members of the difference between a regular meeting and a special meeting.

Attorney Langel stated that truth and taxation could be held in conjunction with other meetings.

Chair O'Day stated that the Annex discussion will be held in conjunction with the budget public hearing meeting on December 8th at 6:00 p.m.

Direction on Active Code Enforcement

Member Yeager gave an overview of the property.

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND CZECZOK TO SEND A \$300 CITATION EVERY 30 DAYS TO 1209 ROSEWOOD STREET.

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

Personnel and Finance Committee

Approve Promotion of Laura Jewell to Billing Representative

Committee Chair Johnson stated that the Cashier/Postal Specialist does the same tasks as the Business Office Support Specialist. The positions have been combined, and the City will backfill the position as a Business Office Support Specialist.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO 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), APPROVE THE UPDATED BUSINESS OFFICE SUPPORT SPECIALIST JOB DESCRIPTION AS PRESENTED AND TO AUTHORIZE STAFF TO COMPLETE A HIRING PROCESS TO FILL THE POSITION.

Discussion of 2026 Parks Proposed Capital

Committee Chair Johnson stated that the Park Board has requested changes to the Parks capital request from August. Being that the City has not approved a Park budget, this will be a part of the overall budget discussion going forward.

Adopt Resolution Establishing Deferred Assessment Criteria

Committee Chair Johnson stated that the Finance Department knocked this out of the park. The valuation of the house for a resident to be able to defer an assessment has been changed to

assessment median household homestead value per Crow Wing County for homesteads within Crow Wing County.

Member Czeczok asked what the updated value would be.

Finance Director Hillman stated that the City will use pay year 2026 for the applications submitted in fall. The amount will be known prior to assessment next year.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT THE PROPOSED RESOLUTION AS PRESENTED.

RESOLUTION 81:25

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

2026 Levy Update

Committee Chair Johnson stated that the memo outlined the changes made. Stated that the Charter outlines this process for the preliminary levy. The committee felt it was a good process to continue budget discussions to bring forth updates to the Council.

Chair O'Day requested that Finance Director Hillman send out an itemized line-item budget to the full Council so that the Council could provide requests to discuss at this meeting.

Member Czeczok clarified that no decisions would be made at the meeting.

Committee Chair Johnson stated that the meeting would provide for options for the Council to consider at the next meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO DIRECT THE COUNCIL PRESIDENT, PERSONNEL AND FINANCE COMMITTEE CHAIR, CITY ADMINISTRATOR, AND FINANCE DIRECTOR TO MEET THIS WEEK TO PRESENT OPTIONS AND RECOMMENDATIONS TO THE FULL CITY COUNCIL AT THE DECEMBER 1ST MEETING AND REQUEST SUGGESTIONS FROM THE CITY COUNCIL MEMBERS PRIOR TO THE MEETING.

Chair O'Day set the meeting for 12:00 p.m. on Thursday, November 20th.

Unfinished Business

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)

Library Board-- **1 term** (Expire 2027)

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**

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

Finance Director Hillman stated that the heading to the ordinance was changed to acknowledge changes to both sections 1110 and 1000.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND YEAGER, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1597 AND DISPENSE WITH THE ACTUAL READING.

The Chair opened the public hearing at 8:07 p.m.

No one came forward.

The Chair closed the public hearing at 8:08 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND YEAGER TO ADOPT ORDINANCE 1597.

ORDINANCE 1597

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT RESOLUTION PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE 1597.

RESOLUTION 82:25

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

New Business

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

Finance Director Hillman gave an overview of the actions to be taken by the City Council to move forward with the grant.

Member Czeczok asked about the scope of the grant.

John Schommer, Brainerd HRA Rehab Coordinator, stated that the grant will contribute to part of the cost to purchase lighting for Highway 210. The cost of the lighting is so expensive, that the grant only covers a portion of the City's estimated \$1.2 million share.

Member Johnson asked why the City is responsible for the lighting on the State Highway.

City Engineer Dehn stated that the MnDOT policy provides for cost sharing. The City has a different standard for commercial corridor lighting than MnDOT.

Member Czeczok asked what the difference is between the City's standard and MnDOT's standard lights.

City Engineer Dehn stated that the MnDOT standard is very basic. The City's is a black café style aesthetic light.

Public Utilities Director Sandy stated that the City's standard is about twice the cost of MnDOT's.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT RESOLUTION APPROVING THE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN.

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RESOLUTION 83:25

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT RESOLUTION APPROVING THE SECTION 3 PLAN.

RESOLUTION 84:25

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE SIGNATURES ON THE SCDP GRANT NO CDAP-24-0069-O-FY2025.

Annual Review of the Data Practices Policy and Approve Changes

Administrator Broyles gave an overview of the data practices policy changes.

Member Czczok stated that the City has an awesome data practices policy. He appreciates all of the work staff has done to review.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS APPROVE THE UPDATED DATA PRACTICES POLICY AS PRESENTED.

First Reading- Proposed Ordinance 1598- Snow Removal

Public Works Director Habighorst gave an overview of the ordinance. The snow removal ordinance currently is very specific to awarding the contract to a contractor. This ordinance will include language that states that City Staff can also complete the work.

Member Johnson stated that he doesn't see the necessity of the ordinance change. If it is necessary, it should have been completed prior to directing staff to conduct downtown snow removal.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1598 AND DISPENSE WITH THE ACTUAL READING.

Public Hearing, Adopt Resolution Ordering Improvement and Ordering Preparation of Plans Improvement 25-05 - Southeast Brainerd Reconstruction Project

City Engineer Dehn gave an overview of the process. He apologized that the resolution in the packet is the previously adopted resolution ordering the feasibility study. He provided the resolution to Council for consideration. It is the standard resolution used to order the improvement.

Member Czczok clarified that there was a copy available in the room.

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

The Chair stated that the purpose of the hearing is to express whether or not citizens support the project. Anyone with questions specific to assessments and project logistics can contact the City Engineer, his cards are provided on the podium.

Bryan Dosh, 1711 Norwood, asked questions about logistics and the assessment.

Chair O'Day directed Mr. Dosh to call City Engineer Dehn with his specific questions.

Finance Director Hillman stated that the letters have a preliminary amount for the assessment. The final amount will be determined after the project is complete and at that time the property owner will have the opportunity to pay the assessment, or the amount will go on their property taxes in pay year 2027.

Kathy Deuel, 1717 Norwood, stated that she is concerned about the logistics of the project.

Chair O'Day directed Ms. Deuel to speak with City Engineer Dehn with her specific questions.

The Chair closed the public hearing at 8:27 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT RESOLUTION ORDERING IMPROVEMENT 25-05 SOUTHEAST BRAINERD RECONSTRUCTION AND AUTHORIZING PREPARATION OF THE PLANS.

RESOLUTION 85:25

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

Consider Development of Gustafson Park

Community Development Director Kramvik gave an overview of the property. The HRA discussed during open forum of the Park Board meeting that they would like the opportunity to develop the parcels. The Council could also replat the property and individually sell the parcels. Finally, the City Council could choose to leave the property as park land.

Member Bevans questioned why the City would want to take out a park considering all of the vacant properties that are already available in the City that could be infilled. His reaction is that it would be a shame to take a park to develop housing. He likened it to Gregory Park.

Chair O'Day stated that when Lyman P. White was dedicated, all of the Parks were dedicated to the Park Board with the exception of Trailside, a portion of Buffalo Hills Park, and Gustafson. Gustafson is very under utilized but requires maintenance. If the parcels were put back on the tax rolls, the City would benefit from having single family or duplexes on the property. The City of Brainerd has a lot of parks and park amenities.

Member Bevans stated that he googled Gustafson, there are pages and pages of kids using this park. He stated that it would be unfortunate to get rid of a park that looks like it is being used every day when there are many vacant lots in the City to infill.

Member Czeczok stated that the park is a fixture in the neighborhood. If the neighbors were asked, he believes that they would say they don't want it to be developed. He would also be hesitant to develop the property. However, this property would be cheaper for a developer to build as the parcels are all together.

Mayor Badeaux stated that the Park Board's position is that they are in charge of anything the City Council says they are in charge of per the City Charter. Gustafson was not dedicated to the Park Board but continues to be maintained by Park Staff. As far as he is aware the goal is to keep the Park as a greenspace. This is situated in a neighborhood that is near two of our largest parks that the Park Board would like to focus on. At the cost of this park, they could do that. The Council continues to restrict their budget yet continues to expect the Park Board to continue to grow our parks.

Chair O'Day stated that if the property is sold to a developer, the proceeds should go towards our parks.

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Member Johnson stated that he loves Gustafson. He is ok exploring the development of the property. Maybe in the end it doesn't make sense to develop, but he doesn't think that getting rid of it to "save money" is a good enough reason. The cost of maintaining this park is impossible to determine. The t-ball and soccer programs are now held at Jaycees Park.

Mayor Badeaux asked what it costs to mow one yard of grass.

MOVED AND SECONDED BY COUNCIL MEMBER BEVANS AND CZECZOK TO HAVE THE PARK BOARD EXPLORE FUTURE USE OF GUSTAFSON PARK AND RETURN TO THE COUNCIL.

Member Yeager stated that the Park Board has already shown interest in reducing their empire so that they could maintain a higher level of parks in the other parks. The impetus is to lower the burden on the Park Board. He supports that notion. If there is a sale, he would like to see the money go back to the parks.

Member Bevans rescinded his motion.

Mayor Badeaux stated that he loves this park. He does not want to remove any parks. He also thinks that the Park Board doesn't want to remove any parks. The Council should probably know what it costs to run this park before decisions are made. The Park Board was presented with the possibility of developing this park and agreed to have the City Council consider the possibilities. Either dedicate it as a park or develop it. This is all a bunch of government nonsense.

Chair O'Day stated that if the property is to be sold, the land would be conveyed to the EDA, which they could discuss next month.

Member Czczok questioned how this will be considered in the budget discussion.

Member Johnson stated that Staff and Park Board already did the work to consider what the effect on the budget would be if the land was sold.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON TO MAKE THIS DECISION AS A PART OF THE 2026 BUDGET PROPOSAL.

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

Staff Reports

Police Chief Davis highlighted the Booyah Award that was awarded to Investigator Personius and his training of officers in the use of the LUCAS device that was awarded by a grant to the department.

Public Works Director Habighorst stated that registrations for pond hockey is open and there is a new pleasure rink at Jaycees park that is ready to open weather permitting.

Community Development Director Kramvik gave an overview of the upcoming Planning Commission agenda.

HR Director Schubert stated that the PFML acknowledgement forms are due by December 1st. She is also waiting on a couple of health insurance forms from Council Members.

Public Utilities Director Sandy stated that he is in his third week. He thanked the managers in his department for being so welcoming and guiding him in his new position. He has felt welcomed at City Hall as well. There are a lot of exciting and expensive projects coming up.

Administrator Broyles stated that agreement for the solar project at Rotary Park will be considered at the Public Utilities Commission and Park Board at their upcoming meetings. The project needs to be completed by January 1st, 2026, in order to utilize energy credits.

Mayor's Report

Mayor Badeaux stated that the Charter is the governing document for the City. He is getting tired of passing the buck and pointing the finger and try to make items more of an issue than they are. The Tree Lighting Ceremony will be on December 5th at City Hall at 5:00 p.m.

Council Member Reports

Member Bevans stated that the Library Board meeting is this Wednesday. The Library has a new Librarian.

Member Czczok stated that he appreciates the update on the Rotary project. The Public Utilities Commission meeting is next Tuesday. He wished everyone a Happy Thanksgiving.

Member Yeager stated that the Airport was happy to have a robust turn out of applicants for the Airport Manager. There were 28 applicants. The committee will interview 4 candidates to further narrow the possibilities for the Airport Commission to interview at their December meeting. Hoping to decide in early December. The Airport will be sad to see Mr. Planzer leave he has been instrumental in changes at the Airport. The Commission anticipates approval of Delta/Skywest as their essential air service at the Airport, which would mean that the morning flights would return to the City in 2026 which are critical to the enplanements. The longster is now hanging in the rafters at the Airport.

Chair O'Day stated that he asks Council Members to review the line-item budget that will be sent out and he hopes the Council will send suggestions to Staff.

Adjourn

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

The Chair adjourned the meeting at 9:05 p.m.

Nicholas W. Broyles
City Administrator

**2026 LICENSE RENEWALS
DECEMBER 1, 2025 COUNCIL MEETING**

GARBAGE LICENSE - 4 RENEWALS

Garrison Disposal dba Nisswa Sanitation PO Box 780 Nisswa, MN 56468	Waste Partners, Inc. 2928 State Hwy 371 Pine River, MN 56474	Waste Management of Brainerd 7968 Industrial Park Road Baxter, MN 56425	Pequot Lakes Sanitation PO Box 639 Pequot Lakes MN 56401
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TOBACCO LICENSES - 12 RENEWALS

Super One Foods #536 417 8th Ave NE Brainerd, MN 56401	Cornerstone Liquor 817 Washington Street Brainerd, MN 56401	Mill Avenue Holiday 1500 Mill Avenue Brainerd, MN 56401	Northern Tier Retail LLC dba Super America 1223 South 6th Street Brainerd, MN 56401
Northdale Oil Inc 421 NE Washington Street Brainerd, MN 56401	Tobacco Den 633 Washington Street NE Brainerd, MN 56401	Save Liquor 701 Industrial Park Rd SW Brainerd, MN 56401	Walgreens #05635 340 W Washington St Brainerd MN 56401
Casey's General Store 850 Lum Park Road Brainerd, MN 56401	Mid-Town Depot 321 Washington Street Brainerd MN 56401	Casey's #4264 3325 Oak Street Brainerd, MN 56401	The Parlor 714 Laurel St Brainerd MN 56401

SECOND HAND GOODS LICENSE - 2 RENEWALS

EL Menk Jewelers 623 Laurel Street Brainerd MN 56401	Bridge of Harmony 216 S 7th Street Brainerd MN 56401
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PAWNBROKERS LICENSE - 1 RENEWAL

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

SECOND HAND AUTO LICENSES - 5 RENEWALS

Midway Auto 10 E Washington Street Brainerd, MN 56401	Brainerd Sports & Marine 13377 State Hwy 25 Brainerd, MN 56401	Tanner Motors 620 W Washington St Brainerd, MN 56401	Tanner Nissan 620 W Washington St Brainerd, MN 56401
Motors-N-More 510 10th Ave NE Brainerd, MN 56401			

Contingent Upon Inspection

TOBACCO LICENSES - 7 RENEWALS

Dollar General 30773 402 Washington Street Brainerd, MN 56401	Yesterday's Gone 219 S 9th Street Brainerd, MN 56401	Shep's on 6th 315 S 6th Street Brainerd MN 56401	Holiday Stationstores, Inc. 424 South 6th Street Brainerd, MN 56401
Vapor North 328 Washington Street Brainerd, MN 56401	HA Smokey's Tobacco 706 Washington Street Brainerd, MN 56401	Limo's Etc. Inc 326 Washington St Brainerd MN 56401	

SECOND HAND GOODS LICENSES - 1 RENEWAL

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

SECOND HAND AUTO LICENSES - 1 RENEWALS

Eclipse Automotive
210 NW 5th Street
Brainerd MN 56401



HR DIRECTOR REPORT

In this report:

- Paid Family Medical Leave
- Wellness Committee
- Charter Work Group
- Personnel
- Benefits

Paid Family Medical Leave

The new MN Paid Family & Medical Leave law will take effect on January 1, 2026. We submitted our MetLife private Paid Family & Medical Leave plan to the State by the November 15th deadline. We were recently notified that the State has approved our Plan. As a refresher, the Council decided to utilize this private plan instead of the State of MN plan at a reduced premium rate for both the employer and employee. MetLife hosted a webinar on November 19th, so our staff could learn more about the MetLife claims process and the Employer portal to complete our administrative functions. There is lots to learn with many changes anticipated for 2026.

Wellness Committee

The Wellness Committee hosted our annual Chili Cookoff on November 12th from 11:30 am - 1:30 pm at the Fire Department. We had six cooks who made seven chilies. All were fantastic and received at least one vote for the best. The contest was close with 1st and 2nd being decided by just 1 vote. The winner of the 2025 Chili Cookoff was Street Foreman Shawn Middagh with *A Chicken Hawk's Delight!* Congratulations Shawn!

Charter Work Group

HR Staff are members of the Charter Work Group. The Work Group is meeting weekly to review the Charter. A deadline of December 31st was given by the Charter Commission for the Work Group to present its recommendations. We appreciate the diligence and commitment of all members working towards the common goal of improving our Charter and organizational structure.

Personnel

New Hires/Promotions for City/HRA/Airport:

Shalea Greene - ROSS Resident Services Coordinator (11/12)
Laura Jewell - Billing Representative (11/4)

Farewell to:

Jeff Innes - Water Crew Chief (12/1)
Kimberly Marquart - Police Records Management Tech (12/4)

Current Job Opportunities:

Airport Manager - Interviews are being conducted. Airport Commission will meet on 12/4 to discuss.

Assistant Manager of Operations - Airport - Accepting applications through December 5th.

Police Officer - Conditional Job Offer was given and accepted. Candidate is going through background process.

Business Office Support Specialist - Accepting applications through December 9th.

Human Resources Assistant - Accepting applications through December 4th.

Police Records Management Tech - Accepting applications through November 25th.

Paid on-call Firefighter - Four applicants were given conditional job offers and are completing pre-employment testing.

Community Services Officer - Open until filled.

HRA Housing Admin Spec - Posting is open until filled.

Warming House Attendant - Open until filled.

Youth Pond Hockey Official - Open until filled.

There are currently seven City/HRA/Airport employees with Family & Medical Leave Act (FMLA) issues. Six of those cases are for intermittent leave when needed.

Benefits

Our 2026 Open Enrollment election period ended on November 14th and all employees have elected their 2026 benefits. Our payroll ladies are working feverishly to administratively process all of the benefit changes so employees will see those adjustments on January 1st including the addition of the new MN Paid Family and Medical Leave premiums. We would also like to thank all our employees for completing this process in a timely manner!



Brainerd Fire Department Monthly Report

November 2025

As we conclude the month, we extend our gratitude for the opportunity to serve the Brainerd community.

November was marked by positive community partnerships and outreach events:

- **Thanksgiving Meal Delivery:** Brainerd Fire Department personnel once again proudly partnered with the Brainerd Legion to assist in the delivery of Thanksgiving meals to local residents insuring everyone in the community was able to enjoy the holiday.
- **Toys for Kids Kick-Off:** The department was present at the Brainerd Ace Hardware for the Toys for Kids kick-off event, helping to support this important annual drive.
- **Kwik Trip Donation:** Chief Holmes had the honor of accepting a generous donation from Kwik Trip during the grand opening celebration of their new store in Baxter. The Brainerd Fire Department is deeply thankful for their support.



Maintaining a high level of readiness remains a core value. Key training activities this month included:

- **EMS Training:** Focused sessions covered essential equipment review, dispatch procedures, and the utilization of useful mobile applications for efficient response.



- **Electric Vehicle (EV) Response Training:** We successfully completed a highly informative and enlightening EV response training session in collaboration with VRT. This critical training focused on preparing our crews for the increasing prevalence of electric vehicle incidents and ensuring safe and effective mitigation strategies.



Brainerd Fire Department Monthly Report

November 2025



- **Fireground Operations:** Crews conducted comprehensive training at a commercial building. This exercise covered all primary fireground functions, including efficient scene setup, establishing reliable water supply, effective fire suppression techniques, and proper aerial operations.



Deputy Chief Cox dedicated important time to completing various fire inspections necessary for city licensing requirements. Deputy Chief Cox also conducted essential fire extinguisher training for a local community organization, promoting safety and preparedness within the business sector.

INSPECTIONS	
Fire Alarm	26
Fire Pump	4
Hood Suppression	10
Commercial Kitchen Exhaust	11
5 Year Sprinkler	12
Sprinkler System	34

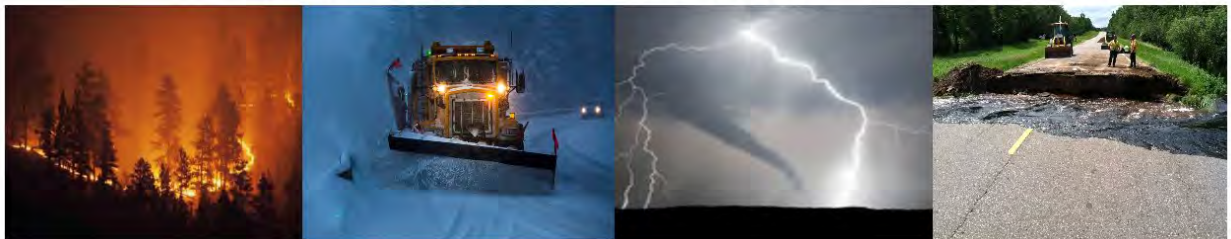


Brainerd Fire Department Monthly Report

November 2025

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	5
Rescue & Emergency Medical Service	10
Hazardous Condition	3
Service Calls (Includes Alarm Checks)	30
Good Intent Call	8
Alarm Activation	11
TOTAL	67
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	2
Rescue & Emergency Medical Service	2
Hazardous Condition	0
Service Calls (Includes Alarm Checks)	10
Good Intent Call	3
Alarm Activation	6
TOTAL	23

CROW WING COUNTY ALERT



Your safety is our top concern – that’s why the City of Brainerd has teamed up with Crow Wing County to make sure you know about emergencies and incidents as they happen.

How Does It Work?

The process begins when the City of Brainerd issues a message about a potential safety hazard, snow emergency, or other concerns. If you don't confirm receipt of the message, the system will try to reach your second contact path and continues trying to reach you until you confirm receipt.

Please sign up at <https://member.everbridge.net/index/892807736729514#/signup> – it only takes about a minute to enroll!



RECREATION REPORT

- Penguin & Polar Bear Youth Pond Hockey Registration Open until 12/12
- Adult Pond Hockey Registration Open until 12/12
- Warming House Positions Opened
- Pond Hockey Official Position Opened
- Preparing Warming Houses
- Organize Pond Hockey Equipment & Information
- Looking for Pond Hockey Volunteer Coaches
- Advertising-End of Season Video Attached-1.6K Views
https://www.canva.com/design/DAG2DgV2JSA/UsJcYa7y_Oqo3M74dTJKzg/watch?utm_content=DAG2DgV2JSA&utm_campaign=designshare&utm_medium=link2&utm_source=uniquelinks&utm_id=hf626fe6113
- Christmas Tree Lighting Scheduled for 12/5

PARKS MAINTENANCE REPORT

- Changing banners downtown
- Removing and installing new Christmas lights on tree at City Hall
- Manufactured box to house camera equipment (Surveillance)
- Welding brackets for batting cages
- Hauling brush and adding dirt to disc golf courses
- Removed dock and pier at Lum Park
- Fixed vandalized kiosk (Downtown)
- Put in rubber flooring JCP
- Replaced toilet JCP
- Installed salt spreader
- Built cabinets for warming house
- Change implements (winter)
- Serviced equipment
- Store movies in the park equipment



- Moved hockey equipment
- Raked and trimmed hockey rinks
- Fixed gate on rink
- Fixed pier
- Trimmed trees
- Garbage runs

TRANSIT REPORT

- Ridership Growth:
 - October 2025 ridership is 8.5% higher than October 2024.
 - October 2025 ridership is 30% higher than October 2023, representing an average annual growth of approximately 15% per year.
 - Some routes, particularly in the P.M., are reaching capacity, resulting in occasional ride denials.
 - October 2025 total riders were 3,751. 75% of those being Brainerd trips.
- Scheduling & Technology:
 - New software, Spare, continues to optimize scheduling, helping increase and group ridership and improve accessibility.
 - The Spare rider app has grown to a steady 20% user base, allowing riders greater independence.
- Fleet Update:
 - The newest bus, equipped with our first fat tire bike rack, has been put into service.
 - Bike racks increase accessibility and support multimodal transit, allowing riders to combine biking and bus travel.
- Contractor Performance:
 - Ongoing collaboration with Blue Sky to address performance items, including customer service improvements.
- Community Focus:



- Partnering with Brainerd for All Ages to break down transportation barriers and connect our community.

STREETS DEPARTMENT

- Complete fall sweeping/Repair and clean equipment
- GPS Sanitary main, add to existing mapping
- Brush boulevards and Parks
- Change cutting edges on equipment
- Prep snowblower/check operation and lubrication

ENGINEERING DIVISION

Beech/Oakridge Reconstruction Project

Work on this project is completed for items in 2025. Sidewalk on the north half of Beech, final wearing course of bituminous pavement, and other miscellaneous punch list items remain to be completed in early 2026.

Wright/10th Reconstruction Project

Landwehr has completed construction of Wright Street with the final wearing surface left to be completed and some other minor items outstanding. The 10th Street portion of the project will likely resume in early 2026.

TH 371B/Willow Roundabout Project

Work on this project is generally complete, and the intersection re-opened to traffic. Some minor punch list items are left with the RRFB signage that is waiting on the supplier. The contract will be held over winter until final turf establishment is achieved in spring 2026.

Hawkins-Ronald-Joseph Resurfacing Project

The contractor has completed the replacement of the hydrants and resurfacing on Hawkins Drive. isolated curb and gutter segments for drainage issues. At this time,



with the end of season and necessary gas line relocations, it is expected that the Joseph/Ronald/alley portion of the project will occur in Spring 2026.

TH 210/Washington Street Reconstruction Project

MnDOT has prepared plans to the 100% stage. An updated cost estimate will be put together and cooperative agreements with grant funding and allocations will be prepared and presented to the Council in the upcoming few weeks. It is anticipated that the project is let in January 2026.

M Street Storm Sewer Outfall Repair Project

The work on this project is completed with WSB working with the contractor to put together the final pay estimate for approval and contract closeout.

Library Exterior and Mechanical Repairs Project

Staff and the contractor completed a walkthrough to identify any remaining punch list items. A final pay request to close out the project will be presented to the Council once those items are complete.

Police Department Exterior Repairs Project (2024)

The contractor is complete with window and door replacement. Staff will be performing a walk through with the contractor to develop a final punch list. Once all punch list items are complete, staff will review for final acceptance and contract close out.

Subject	Start Date	Due Date	Companies	Notes	% Complete	Date Completed
Solar Project Agreement for Rotary Park	11/17/2025	11/26/2025	Public Works	Solar Project at Rotary Park Agreement was approved by Park Board and City Council, but Rotary board did not want the future responsibility of replacement of panels. So agreement adjusted and future responsibilities will be on BPU – as they manage/responsible for all solar in the City. New agreement to BPU Commission on 11/24/25 at 9am. New agreement to Park Board on 11/24/25 at 4pm. New agreement to City Council on 12/1/25 at 7:30pm.	50%	
BlockMetrix- Site Control	8/1/2024	12/31/2025	Community Dev	Purchase and Development Agreement- needs to be executed by BM Power Agreement- needs to be executed by BM Building Permits- have been applied for EDA will direct staff on next steps regarding the PDA at the June 5th meeting EDA took no action at the June 5th meeting Power Agreement is currently being reviewed by staff and will be reviewed by the PUC on 6/24 Power Agreement has been forwarded to Blockmetrix for review 7/2 Staff set up a virtual meeting with Blockmetrix on 7/30 – Blockmetrix did not attend – stated that an issue came up Staff virtually met with Blockmetrix – 8/15 – Staff have not received a response Staff will virtually meet with Blockmetrix on 9/11 BPU Commission directed staff to not except the edits from Blockmetrix regarding the power agreement Staff is waiting on a response from Blockmetrix BPU Commission considered redlined changes from Blockmetrix at the October meeting and recommended no changes Blockmetrix stated without the redlined changes the project was not viable	50%	

2026 Budget		12/31/2025	Administration	Preliminary Levy set on September 29th: \$7,666,013 (8% increase)	40%
Transit- Crow Wing County Inquiry	11/17/2025	1/27/2026	Public Works	Staff contacted Crow Wing County Administer to a meeting to discuss Transit Operation and if County would be interested in supporting the Transit Operation: 1. Completely take on the complete Transit Operation, 2. If not completely operate the Transit program, help support the operation in some means, such as Fleet Management or Fleet Repairs, etc. 3. Brainerd is asking for a formal response of these requests. October 6th City Council meeting, Council directed staff to "contact Crow Wing Counnty to gauge their interest in solely operating Transit or partnering with the City to operate." Meeting set for Monday, Nov. 24th at 9am At meeting Deb (CC Administrator), Crow Wing County has no interest in operating Transit or partnering outside the current contract. Deb also asked for the YTD ridership numbers and the Consultant's PP presentation. On 11/25/25, Mike emailed Deb ridership numbers and PP presentation.	100%

Transit- Baxter Fares	11/24/2025	1/27/2026	Public Works	Meeting set for Monday Nov. 24th at 9am Request an Agenda Item at a future Baxter Council meeting to discuss rates to be lower to Brainerd rates; \$3 and \$5. October 6th City Council meeting, Council directed staff to "contact City of Baxter asking them to adjust their rates to match the City of Brainerd." Meeting set for Monday, Nov. 24th at 9am At meeting Brad (Baxter Administrator), when time allows, he will consult staff to develop Council agenda item to allow Nick/Mike to address Baxter Council regarding adjust Baxter Transit rates. Brad asked for the YTD ridership numbers and the Consultant's PP presentation. On 11/25/25, Mike emailed Brad ridership numbers and PP presentation.	100%
Kuepers Development	9/17/2025	2/2/2026	Community Dev	9/17 – Planning Commission recommends approval of Rezoning, Preliminary Plat, and PUD Development Stage Plan 10/6 – City Council approves Preliminary Plat and PUD Development Stage Plan – Conducts First Reading of Rezoning Ordinance 10/6 – City Council approves distribution of EAW 10/28 – EAW Published in EQB Monitor – comment period ends December 1st 11/19 – Kuepers suspends application for Final PUD to redesign stormwater plans – Kuepers plans to resubmit in January.	50%

Transit Business Model	10/6/2025	2/25/2026	Public Works	City Council – October 6, 2025 – Consultant presented study to CC – Directed staff to develop a Business Model and present to Council at a later date. City Staff – October 13, 2025 and Ongoing – What is needed per department if Transit is Operation by City – Departments involved: HR, Finance, IT, Public Works Business Model: The Business Model will outline the need, concern and why the model is required with outcomes and timelines. This model will also state what is needed and/or required of involved departments (HR, IT, Finance and PW). Timeline: October – Departments started their needs and analysis. December – Department will have analysis completed. January/February 2026 – Public Works will have Business Model completed. March – Present Business Model to TAC March/June – Present Business Model to City Council To date: 11/20/25: Public Works is waiting for more information from various department to finish the Business Model. 11/24/25: (staff meeting) – Financial numbers are complete. Take Aways: 1. Add following items to budget: OT, Training, Bus Storage and Drug Testing. 2. Develop Bus Driver schedule to	25%
Improvement 23-12 Beech		6/1/2026	Public Works	Construction- 1st lift was completed for winter	50%
Improvement 17-12 Wright		6/1/2026	Public Works	Construction- 1st lift was completed for the winter.	50%

Fire Station #1 Renovation	3/10/2025	8/1/2026	Fire	On 4/22/25 met with Widseth and sub-contractors to review scope of work and cost estimates. On 4/28/25 met with Widseth. Walk throughs with Nor-son and Hytec to review scope of work and cost estimates. 5/9/25 Widseth is going to start working on the DNR permit process. 5/12/25 Widseth onsite shooting grades for bluff setback confirmations. 5/19/25 On site 6/16/25 Meeting with Widseth, Kramvik, and Dehn in reference to CUP and variance needed for project. Verifying we can do the project on the current site if funded. 7/16/2025 Planning Commission approved CUP and variance needed for the proposed renovation. 8/4/2025 City Council approved CUP and variance for proposed renovation. 10/29/2025 with Widseth and sub-contractors to work on Design. 11/12/2025 Met with Shawn to discuss IT issues; controller door access, phones, wireless internet, CAT 6 wiring needs. Also discussed alternate officing location for construction, Station #2 is first choice. Other option might be Annex, depending on annex construction schedule.	10%
Improvement 23-14 Hawkins		10/20/2026	Public Works	Construction is complete on the Hawkins portion. The remainder of the construction on Ronald & Joseph will take place in 2026.	50%

Airport Resolution
Codification
805 Laurel

Administration	Staff continues work on resolution. Interim Airport Director has been hired. The Airport has been conducting meetings in July & August regarding budget. 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. 8/5/2025 The City responded to the County’s letter regarding the airport levies. 10/1/2025 The Airport released it’s application process for hiring an Airport Manager
Administration	Initial talks have taken place. Need to develop a schedule. Staff is working to do this internally.
HRA	Developer is working on financing

25%
0%
10%

Riverside Drive Orderly Annexation	Community Dev	Staff is coordinating with the Crow Wing County City Council directed staff to resolve connection charge issues and the Rural Service District prior to moving forward with annexation (Complete) Ordinance 1581 is set to eliminate future use of Rural Service District- adopted 6/2 (Complete) Public Works Department – Discuss Connection Charges set at 6/2 meeting (complete) Staff to seek direction from City Council regarding the Annexation of Riverside Drive on 7/7 Staff are working on an interdepartmental review and will complete review by 8/1 Draft joint resolution will be reviewed by the City Attorney prior to meeting with Crow Wing County staff Staff is currently making changes as directed by the City Attorney – Staff will forward amended document to City Attorney for final review City Attorney and City Engineer are discussing final edits – 9/9 City has completed the final document for the proposed orderly annexation agreement- 10/13 City staff met with the County on 10/30 to discuss the agreement Staff is researching legal descriptions and preparing the public notice	60%
Pedestrian Bridge	Public Works	Staff is pursuing funding opportunities including State Bonding	25%

Wastewater Reclamation	Public Utilities	Staff is pursuing funding opportunities including State Bonding Awarded \$5 million in Congressional Spending. Project bids were rejected at the November commission and December council meeting. Bolton and Menk are suggesting we pursue construction manager at risk (CMAR) to oversee the project and create a maximum price. The process for CMAR has been initiated in the May and June Commission meetings and Bolton & Menk has prepared draft requests for staff to begin reviewing and the review process has begun. In addition, the request for proposals has been advertised and will be open through September 4, 2025.	25%
Hydrodam	Public Utilities	Barr Engineering and staff continue work related to procurement of one generator at the hydro facility. 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.	25%

Shoreland Ordinance	Community Dev	Planning Commission to review preliminary language on 9/17 Planning Commission reviewed language at the 10/15 meeting and directed staff to work with the DNR on four outstanding items. Planning Commission is planning on holding a public hearing at the December meeting	75%
Sale of Industrial Properties	Community Dev	River Birch Investments submitted a letter of intent to purchase three industrial park lots at \$1 per acre – 6/5 EDA was in favor of the project and directed staff to begin negotiations on a purchase and development agreement City Council directed staff to begin negotiations on a purchase and development agreement and were generally in favor of the project 6/16 City Council passed ordinance to allow clinics in the industrial district – 7/21 EDA reviewed language and provided direction for a purchase and development agreement with River Birch Investments – 9/4 Developer’s legal team is reviewing the preliminary purchase and development agreement	25%
Gustafson Park Development	PW/CDD	5/27 – Brainerd HRA presents potential development of Gustofson Park to the Park Board 11/17 – City Council considers development opportunities and directs to include discussion of Gustafson Park at the December 8th budget meeting.	25%
Completed 2025			

Country Manor			Community Dev	Development Agreement (executed) Tax Abatement Agreement (executed) Cost Share Agreement CWC (executed) Conduit Debt PH 3/17 (Complete) Conduit Debt Agreement 3/17 (executed) Will Issue Letter 5/12 (executed) Issue Conduit Debt (5/28) Groundbreaking Ceremony (6/10)	100%	6/2/2025
Rural Service District Ordinance	6/2/2025		Community Dev	Review of Draft Ordinance (Complete) 1st Reading (Complete) Letters mailed to designated property owners 5/12 2nd Reading & Public Hearing 6/2	100%	6/9/2025
Ordinance to Amend Off-Street Parking – Allowing Unimproved Surfaces in General Industrial	6/16/2025		Community Dev	Planning Commission Reviewed Draft Ordinance (complete) Planning Commission Reviews Ordinance and Holds Public Hearing 5/21 Planning Commission Recommended Ordinance 5/21 First Reading 6/2 Final Reading 6/16	100%	6/13/2025
Ordinance to Amend Screening Requirements – Outdoor Sales	6/16/2025		Community Dev	Planning Commission Review Draft Ordinance (complete) Planning Commission Reviews Ordinance and Holds Public Hearing 5/21 Planning Commission Recommended Ordinance 5/21 First Reading 6/2 Final Reading 6/16	100%	6/13/2025
Code Enforcement Ordinance	7/7/2025		Community Dev	Review Draft Ordinance 5/19 First Reading of Proposed Ordinance 6/2 Final Reading and public hearing 7/7	100%	7/2/2025
Office Business in the GI District	6/5/2025	7/21/2025	Community Dev	Developer submitted letter of intent to purchase three City owned industrial lots for a medical clinic – 6/5 EDA recommended that Office Business should be an allowed use in the GI District – 6/5 Planning Commission will consider request and conduct public hearing on 6/18 First Reading 7/7 Final reading and consideration by City Council 7/21	100%	7/17/2025

Corner Lot Fence Requirements	5/19/2025	7/21/2025	Community Dev	City Council Directed Planning Commission to Review Proposed Regulations for Corner Lot Fences 5/19 Planning Commission Reviewed Proposed Ordinance Language and Directed Staff to Hold a Public Hearing 6/18 at Planning Planning Commission Recommended Approval 6/18 First Reading 7/7 Final reading and City Council consideration 7/21	100%	7/24/2025
SRTS Lowell		10/1/2025	Public Works	Construction	100%	8/19/2025
Amended Allowed Use Table - Zoning Code		8/4/2025	Community Dev	Initial Planning Commission Review of Revised Allowed Use Table 5/21 Planning Commission Review and Direct Changes 6/18 Planning Commission Public Hearing 7/16 City Council First Reading - 8/4	100%	8/19/2025
St. Francis Development Agreement		8/4/2025	Community Dev	Staff drafted a development agreement and e-mail the agreement for St. Francis to review - 7/1 St. Francis reviewed the development agreement and sent a revised version - 7/11 Staff met with City Attorney to discuss revisions - 7/14 City Attorney approved revisions - 7/29	100%	8/19/2025
Arbitration Hearing with Teamsters Union		10/1/2025	Human Resources	City Council Review 8/4 The Arbitration Hearing with the Teamsters (Police Lieutenant and Sergeants) Union took place on July 31st. (Update will be available) The results of the arbitration will be ratified on 9/15.	100%	9/10/2025

614 Front Street Building - Fire Damage			Community Dev	Fire occurred at 614 Front Street - 6/4 City Council waived fire escrow - 7/7 Property owner submitted structural plans - 7/29 Building permit submittal requires details on connection points - Building Official working with Structural Engineer to provide details - 7/30 Building permit issued for structural improvements - 8/4 Structural improvements and roof repair is complete	100%	9/11/2025
John Stram, 921 SE 19th Street	9/8/2025	10/20/2025	Public Works	The owner, John Stram received a grant to install a well on his property I called John and explained that he would have to hook up to city water. He has the forms to petition the city council and will present at some time in the future. He is also going to install another water filter system.	100%	9/17/2025
8th & Maple Parking Lot	9/16/2025	9/18/2025	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?	100%	9/24/2025
Transit Consultant Review	4/7/2025	9/23/2025	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.	100%	9/29/2025

Improved Signage Ordinance	10/6/2025	Community Dev	Reviewed Example Ordinances and Selected New Proposed Language (complete) Planning Commission Reviewed Draft Ordinance on 6/18 and Directed Staff to Research Sign Lighting Standards Planning Commission to Review Final Draft on 7/16 Planning Commission asked staff for additional lighting research – 7/16 Planning Commission will review additional lighting standards – 8/20 Planning Commission directed staff to hold a public hearing on – 9/17	100%	9/29/2025	
Dennis Bollig, 1001 Anabec Street: Stormwater Retention Pond	9/15/2025	10/7/2025	Public Works	Jessie will meet with Dennis on 9/16/25 to discuss issue and outline process for construction improvement. -Jessie will meet/confirm with Joe Langel to collect additional information D38and conversations with Paul Sandy on the subject. -Jessie will add topic to City Council agenda for discussion on 10/6/25	100%	9/29/2025
Improvement 23-16 S Brd Resurface	10/20/2025	Public Works	Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 1ST MEETING OCTOBER Assessment Finalized 1ST MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	100%	10/7/2025	
Hiring Public Utilities Director	6/16/2025	10/31/2025	Administration	Council and Public Utilities Commission conducted a workshop regarding roles and responsibilities. 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.	100%	10/31/2025

M Street Outfall

10/20/2025 Public Works Construction

100% 11/13/2025



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Approval of Transfers of Funds

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER:

ESTIMATED TIME (MIN): N/A

SUMMARY OF ISSUE:

Transfer From:	Transfer To:	Amount
Public Safety Fund (225)	Fire Capital Fund (404) - Per FAB Agreements	\$132,665

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Authorize transfer of funds as presented.

FINANCIAL IMPACT:

Included in the 2025 budget



SPECIAL EVENT APPLICATION

Date of Application: 11-13-25

Event applications must be submitted to the Public Works Department at 501 Laurel Street, Brainerd, MN 56401 or 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

cones for street parking
for 1 to 2 food trucks
for farmers market.

Name of Event:

Organizer Information

Organization Name	Main Street Market Downtown Brainerd
Organization Address	
Event Contact Person	Doro Schumann
Event Contact Phone	218-556-7063
Event Contact Email	doro_schuh@hotmail.com
Contact (Day of)	Doro Schumann
For Profit/Nonprofit Status	DDBC - 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:

Once a month indoor Farmer's Market located inside formerly Bob & Frans. 724 Laurel Street, Brainerd. One or two food/popcorn trucks parked on East side of building in parking spots along S. 8th street.

Will be held the 2nd Saturday of each month thru April. (Dec. 13, Jan. 10, Feb. 14, March 14, Apr. 11) 9am to 2pm. with set up/tear down ^{Possibly} an hour to 2 before/after

Event Details:

Event Date	Start Time	End Time	Event Location(s)
Dec 13	9am	2pm	724
Jan 10	9am	2pm	Laurel Street
Feb 14	9am	2pm	Formerly
March 14	9am	2pm	Bob & Frans
April 11	9am	2pm	

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 ____ (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms:

(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:

Street Closure Request Information

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

Use of 2 to 4 parking spots along S. 8th St. next to
Formerly Bob & Fran's Building, 724 Laurel St.

Date and Time for beginning of street closure: 8am @ ~~12:30pm~~ 2nd Sat. of each month
Dec thru April

Date and Time for reopening of streets: 2:30pm

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):

Sidewalks and roadways will remain open
to foot / vehicle traffic.

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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



Signature of Applicant

Dara Schumann

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

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:



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Authorization to Enter into Agreement with CliftonLarsonAllen (CLA) for 2025 Audit Services

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Attached is the Statement of Work - Audit Services (the engagement letter) from CliftonLarsonAllen (CLA) for the 2025 audit services. The fee for the 2025 audit services is listed on page 11 of the document.

The 2025 base audit fee is \$58,750 plus a 5% technology fee for a total cost of \$61,687.50. This is 4.9% increase from 2024 base audit fee. There is an additional fee for preparation of the OSA form. Total fee will be \$62,475. Part of the fee being paid for by the Airport. The cost of the audit services are split based on total revenues of the City and Airport.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

At the July 21, 2025 council meeting, the motion was to retain CliftonLarsonAllen for 2025 and 2026 audit services and discuss seeking proposals for 2027 audit services.

Below is a history of audit fees:

Audit Year	Total Fee	City's Share	Airport's Share
2024 *	\$61,155	\$52,593	\$8,562, plus \$2,100 out of scope work
2023 *	66,937	49,224	17,713
2022 *	60,899	33,264	27,635
2021	47,670	39,566	8,104
2020	45,465	40,464	5,001
2019	45,294	38,953	6,341

2018	46,020	40,958	5,062
2017	45,570	43,570	2,000

* 2023 and 2022 audit years had GASB 96 and 87 lease standards. 2023 had new audit risk standard and a change in reporting entity for additional costs. 2024 had an additional cost for the new GASB compensated absences standard (GASB 101).

RECOMMENDED ACTION/MOTION:

Authorize signature on the Statement of Work - Audit Services with CLA for 2025 audit services.

FINANCIAL IMPACT:

Current budget has \$55,000 for 2024 audit services.



July 24, 2025

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated November 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Brainerd ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2025.

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

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely present component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Brainerd, and the related notes to the financial statements as of and for the year ended December 31, 2025.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

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

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of data collection form
- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of schedule of expenditures of federal awards.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

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

It is our understanding that our auditors' report will be included in your annual report which is comprised of the financial statements and that your annual report will be issued June 30, 2026. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the entity and its environment, including the system of internal control, relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls
- Improper revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on

major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

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

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

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

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

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include

acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying

to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic

site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of CLA and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory bodies pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CLA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to those regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulator. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be

responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Audit of financial statements	\$58,750.00
Preparation of OSA form	\$750.00

We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of City of Brainerd.

CLA

CLA

SIGN: Mary Reedy
Mary Reedy, Principal

DATE: November 12, 2025

Client

City of Brainerd

SIGN: _____
City Administrator

DATE: _____

City of Brainerd

SIGN: _____
Council Member

DATE: _____

Good evening, Mayor Badeaux and Brainerd City Council Members,

I'm Darcy Walkowiak, the new Executive Director of The Center. I want to sincerely thank you for the City of Brainerd's continued support and for the opportunity to share how The Center is serving our community.

The Center is a welcoming place where Lakes Area residents ages 45+ come together to connect, learn, and support one another. Our mission is simple but powerful: **to encourage mature adults to engage in healthy living, socialization, lifelong learning, and community connection.**

With Brainerd's municipal funding, The Center can offer programs, exercise classes, social groups, and learning opportunities without relying solely on membership fees. This ensures older adults remain active, connected, and less isolated, which benefits their health, mental well-being, and community involvement.

On any given day, you might find line dancers in the Great Room, creative crafters and painters in the craft room, or a friendly game of cards underway. Members enjoy a wide mix of activities, from Bone Builders wellness class and chair yoga to book clubs, band jam sessions, bingo, and Lunch & Learns. Signature favorites include Thursday Donut Day and our member-made items in the Gift Shop.

Beyond activities, we also serve as a practical resource, providing space for Meals on Wheels distribution, LSS Nutrition Service Congregate Dining, Legal Aid resources and volunteers making Tele Care check-in calls for those living alone.

How We Serve

Social Connection:

Loneliness and isolation are growing challenges, especially for older adults. At The Center, we create daily opportunities for connection through meals, coffee groups, games, creative outlets, and special events. Many members tell us The Center is their lifeline to friendship and belonging.

Some of our most popular programs include 2nd Monday Dinners, Card Recycling, Quilting, Veterans Coffee, the Platinum Players Theater Group, and The Center Singers choir.

Health & Wellness:

We promote wellness through our fitness classes, our cardio and strength training rooms along with educational workshops on health, safety, and self-care. We also host Caregiver

Support Groups, the Memory Café, and a Navigating Grief group all designed to support physical, emotional, and mental well-being.

Our hope is by keeping older adults healthy and socially connected this will result in fewer costly health interventions, helping them maintain their independence longer, and allowing them to continue contributing to the community through volunteerism and civic engagement.

Community Support:

We partner with local businesses, nonprofits, and schools to bring resources directly to our members. From The Outreach Program's food pantry to LSS Meals on Wheels, Legal Aid, AARP Driving classes and Lakes Area Memory Awareness Advocates, collaboration is at the heart of what we do.

We also foster intergenerational connection through reading with kindergarteners, our upcoming Teens & Tech events, and community education talks. Our toy and doll makers distribute their items to local shelters, medical facilities, preschools and to emergency responders. This strengthens our community one relationship at a time.

We are actively working with Brainerd for All Ages to support the city's goal of making Brainerd a place where people of all ages can thrive.

Behind every program is a person whose life has been touched. Kathy, who lost her spouse, found friendship and comfort at The Center; she calls it her "home away from home." Harley feels a renewed sense of purpose volunteering and giving back through the Quilting Group. Norma shares that The Center has helped her build lasting friendships and has given her a renewed sense of meaning and purpose.

These stories remind us that what happens at The Center isn't just programming, it's life-changing connection.

As we look ahead, The Center remains committed to serving as a hub of connection, wellness, and community for older adults in Brainerd. We are deeply grateful for the City's ongoing support, your investment makes it possible for our older residents to stay healthy, engaged, and socially connected.

When the City of Brainerd chooses to fund The Center, you are affirming that older adults are valued, contributing members of our community. This support not only enhances their quality of life, but also strengthens Brainerd as a whole by helping retain long-term residents, preserving the tax base, fostering community leadership, and sustaining the volunteer networks and civic organizations that rely on this vibrant population.

Your partnership allows us to continue offering accessible programs and essential services that keep older adults active, independent, and involved. It is a meaningful investment with far-reaching benefits.

I invite each of you to come tour The Center, meet our members, and see firsthand the connection, purpose, and joy your support creates every day. We would be honored to show you the impact your stewardship makes in the lives of the people we serve.

Thank you for your time, for your leadership, and for your continued commitment to building a strong, connected, and age-friendly Brainerd.

Category	2025 (\$)	2026 Proposed (\$)	\$ Change	% Change
Activities Income	\$ 174,800.00	\$ 174,800.00	\$ -	0
Flow Through Income	\$ 27,900.00	\$ 27,900.00	\$ -	0
Newsletter Advertising Revenue	\$ 22,000.00	\$ 22,000.00	\$ -	0
Tower and LSS Fees	\$ 33,600.00	\$ 33,600.00	\$ -	0
Gambling Donations	\$ 31,000.00	\$ 31,000.00	\$ -	0
City Funding Brainerd/Baxter	\$ 115,200.00	\$ 115,200.00	\$ -	0
Donations and Memberships	\$ 33,500.00	\$ 33,500.00	\$ -	0
Total Revenue	\$ 438,000.00	\$ 438,000.00	\$ -	0
<u>Disbursements</u>				
Payroll Costs	\$ 168,056.35	\$ 173,098.04	\$ 5,041.69	3
Operating Expenses	\$ 9,700.00	\$ 9,991.00	\$ 291.00	3
Office Expenses	\$ 39,722.40	\$ 40,914.07	\$ 1,191.67	3
Maintenance	\$ 19,600.00	\$ 20,188.00	\$ 588.00	3
Utilities	\$ 51,700.00	\$ 53,251.00	\$ 1,551.00	3
Newsletter Costs	\$ 30,000.00	\$ 30,900.00	\$ 900.00	3
Activities Costs	\$ 58,500.00	\$ 60,255.00	\$ 1,755.00	3
Costs to offset Flow through revenue	\$ 20,700.00	\$ 21,321.00	\$ 621.00	3
Depreciation	\$ 53,000.00	\$ 53,000.00	\$ -	0
Total Disbursements	\$ 450,978.75	\$ 462,918.11	\$ 11,939.36	8.5
Net Operating Revenue (Loss)	\$ (12,978.75)	\$ (24,918.11)	\$ (37,896.86)	293.9
<u>Other Revenues</u>				
Toymakers	\$ 2,000.00	\$ 2,000.00	\$ -	0
Bandstand project	\$ 12,000.00	\$ 12,000.00	\$ -	0
Brick Building Rent	\$ 9,500.00	\$ 9,500.00	\$ -	0
Quilters	\$ 5,500.00	\$ 5,500.00	\$ -	0
Total Other Revenue	\$ 29,000.00	\$ 29,000.00	\$ -	0
Toymakers Expense	\$ 1,000.00	\$ 1,000.00	\$ -	0
Bandstand project Expense	\$ 12,000.00	\$ 12,000.00	\$ -	0
Brick Bldg Expense	\$ 6,000.00	\$ 6,000.00	\$ -	0
Quilters Expense	\$ 5,500.00	\$ 5,500.00	\$ -	0
Total Other Expense	\$ 24,500.00	\$ 24,500.00	\$ -	0
Net Other	\$ 4,500.00	\$ 4,500.00	\$ -	0

Net Income (Loss)	\$	(8,478.75)	\$	(20,418.11)	\$	(11,939.36)	0
Non-cash Depreciation add back	\$	53,000.00	\$	53,000.00	\$	-	0
Net Cash Increase	\$	44,521.25	\$	32,581.89	\$	(11,939.36)	0

Proposed:

Point-of-Sale System	\$	3,700.00
CRM Tool	\$	1,500.00
Website Update	\$	3,000.00
Increase Staffing	\$	5,000.00
Part-Time Maintenance Staff	\$	13,000.00
Total Proposed for 2026	\$	26,200.00

Northland Arboretum – City of Brainerd Presentation Outline

Monday, December 1, 2025

Presenter: Trevor Pumnea, Executive Director

1. Introduction

- Arboretum’s mission and partnership with the City of Brainerd
 - Thank you to the City for continued levy support
 - Summary of what will be covered:
 - Use of levy funds (past year)
 - Major accomplishments
 - Upcoming developments & capital projects
 - Community impact and future needs
-

2. Summary of How City Levy Funds Were Spent (FY 2024–2025)

A. Grounds, Trails, and Natural Resource Management

- Year-round trail grooming (Nordic skiing, hiking, snowshoeing, biking)
- Invasive species removal and habitat restoration (with Master Gardeners, Master Naturalists, and volunteers)
- Support for fire management and prescribed burn preparation in partnership with The Nature Conservancy

B. Staffing & Operational Capacity

- Support for Grounds & Facilities Team
- Training, equipment operation, and safety compliance
- Seasonal staffing and intern support

C. Community Access & Public Programs

- Free or low-cost community events supported by operational stability
- Youth education partnerships (Brainerd Schools, SHOP, CLC, etc.)

D. Visitor Experience & Facility Improvements

- Upgrades to the Visitor Center (maintenance, HVAC, accessibility enhancements, etc.)
 - Trailhead improvements, signage updates, and garden infrastructure repairs
 - Daily maintenance operations supported by levy funding
-

3. Major Accomplishments This Year

- **Master Plan Approval (June 26, 2025)** by Crow Wing County & GMRPTC
 - **41,800+ annual visitors**, increased regional tourism, Placer.ai metrics
 - **Record-breaking Haunted Trail attendance (4,300+)**
 - **Bike Skills Park construction**, including adaptive trails and tot-track
 - **Pollinator sledding hill lighting upgrades**
 - **Membership growth & new donor society launches**
 - **Significant volunteer growth and community partnerships**
-

4. Upcoming Developments at the Northland Arboretum (2026–2029)

A. Forest Ice Skating Trail Pilot Program

- Overview of Zamboni + water trailer operations
- Estimated loop length & visitor capacity
- Winter tourism and economic impact potential

B. Disc Golf Course Development

- Multi-phase installation, pollinator enhanced, community partnerships
- Anticipated regional draw

C. 120-Acre Land Acquisition & Recreational Lease (Crow Wing County)

- How this expands trail systems and improves GMRPTC funding eligibility
- Long-term conservation and accessibility benefits

D. New Accessible Paths & Botanical Garden Enhancements

- Lower-level ADA path
- New seating, accessible game areas, garden restoration

E. Future Infrastructure Projects

- Warming hut / Nordic & Skating Chalet concept
- Maintenance shop expansion
- Trail signage overhaul (consistent, durable, ADA compliant)

5. Community and Economic Impact

- Tourism draw: families, regional trail users, events
- Local business partnerships (Mike's Tree Company, Anderson Brothers, Wilde North, Knife River, Brainerd General Rental, etc.)
- Volunteer hours and community group involvement
- Public health benefits: outdoor recreation, year-round active living

6. Funding Outlook & Continued Partnership with the City

- How levy support stabilizes operations and unlocks additional grants
- Current and future grant applications (Sourcewell, GMRPTC, AARP, Reeve Foundation, etc.)
- Request for continued support into FY 2026

7. Closing

- Appreciation for the City's investment in the Arboretum
- Invitation for council members to tour upcoming projects
- Questions & discussion

Ordinary Income/Expense Income	Oct '24 - Sep 25	Oct '23 -Sep 24	\$ Change
Photography Fee	225.00	48.25	176.75
Event Revenue			
Haunted Trail - total Trunk or Treat	3,794.12	4,663.08	-868.96
Haunted Trail Revenue	88,855.84	83,065.02	5,790.82
Total Haunted Trail - total	92,649.96	87,728.10	4,921.86
50th Anniversary	263.26	7,290.39	-7,027.13
Firefly Revenue	0.00	16.13	-16.13
Other	2,201.75	612.50	1,589.25
Holiday Markets/Craft Sale	1,880.83	990.00	890.83
Arbor Day	1,800.00	145.64	1,654.36
Event Revenue - Other	0.00	733.11	-733.11
Total Event Revenue	98,795.80	97,515.87	1,279.93
Education Revenue Outdoor Education Camp	19,448.04	8,184.25	11,263.79
Adult G101	0.00	0.00	0.00
General Education Classes	5,906.06	7,277.68	-1,371.62
Education Revenue - Other	20.00	0.00	20.00
Total Education Revenue	25,374.10	15,461.93	9,912.17
Government & Agencies Revenue City of Brainerd Income	102,451.71	95,948.67	6,503.04
City of Baxter Receipts	1,650.00	1,650.00	0.00
Total Government & Agencies Revenue	104,101.71	97,598.67	6,503.04
Donations	163,475.82	62,066.14	101,409.68
Undesignated Receipts			
Designated Receipts	38,103.28	25,000.00	13,103.28
Bike Park - use class			
Capital Improvements-Anonymous	3,340.00	0.00	3,340.00
Nature Playscape	0.00	20,853.90	-20,853.90
Garden Expansion	0.00	13,000.00	-13,000.00
Downstairs Remodel	0.00	20,140.00	-20,140.00
Other	0.00	100.00	-100.00
Arb Gardens	0.00	-11,500.00	11,500.00
Health Fitness Trail	0.00	40.00	-40.00
Designated Receipts - Other	4,550.82	13,451.55	-8,900.73
Total Designated Receipts	45,994.10	81,085.45	-35,091.35
Donations - Other	10.00	0.00	10.00
Total Donations	209,479.92	143,151.59	66,328.33
Grants	10.00	0.00	10.00
Bike Park			
Grants - Other	4,964.00	31,241.50	-26,277.50
Total Grants	4,974.00	31,241.50	-26,267.50
Rental Income Snowshoe Rental	221.74	120.00	101.74
Facility Rental	0.00	-212.92	212.92
Facility Rental - Other			

Sertoma Winter Wonder Agreement	5,380.00	5,500.00	-120.00
	Oct '24 - Sep 25	Oct '23 - Sep 24	\$ Change
Facility Rental - Other	67,867.13	93,913.22	-26,046.09
Total Facility Rental	73,247.13	99,200.30	-25,953.17
Total Rental Income	73,468.87	99,320.30	-25,851.43
Membership Dues	1,000.00	0.00	1,000.00
Donor Membership-Advocate			
Daycare/Homeschool - 40+ Stdnts	200.00	0.00	200.00
Daycare/Homeschool - 1-10	240.00	0.00	240.00
Daycare/Homeschool - 20+	0.00	116.22	-116.22
Gold Plus	600.00	0.00	600.00
Donor Membership	1,450.00	3,050.00	-1,600.00
Sustaining	70.00	1,362.34	-1,292.34
Dog	0.00	5.00	-5.00
Dual	22,109.54	19,485.82	2,623.72
Dual + 2	14,190.76	12,474.53	1,716.23
Student fee	1,260.00	1,197.38	62.62
Individual	11,444.65	10,341.18	1,103.47
Business/Supporting	0.00	200.00	-200.00
Student	0.00	-30.00	30.00
Membership Dues - Other	100.00	0.00	100.00
Total Membership Dues	52,664.95	48,202.47	4,462.48
Retail Sales Plants	423.15	675.00	-251.85
Gift Certificates	100.00	80.00	20.00
Vending/Concessions	871.83	1,156.09	-284.26
Ski Pass Sales	534.35	310.00	224.35
Cash Over/Short	-455.31	-398.06	-57.25
Gift Store Sales Taxable	9,935.85	11,168.04	-1,232.19
Gift Store Sales Non-Taxable	5,337.48	7,142.64	-1,805.16
Compost	480.58	511.14	-30.56
Total Retail Sales	17,227.93	20,644.85	-3,416.92
Parking & Gate Fees	27,800.94	15,864.18	11,936.76
Interest Income	814.33	2,511.48	-1,697.15
Total Income	614,927.55	571,561.09	43,366.46
Cost of Goods Sold Cost of Goods Sold			
COGS - Gift Shop	7,678.52	8,073.75	-395.23
COGS - Ski Passes	0.00	900.00	-900.00
COGS - Vending/Concessions	356.11	407.56	-51.45
COGS - Consignment Sales	1,695.92	1,919.64	-223.72
Total Cost of Goods Sold	9,730.55	11,300.95	-1,570.40
Total COGS	9,730.55	11,300.95	-1,570.40
Gross Profit	605,197.00	560,260.14	44,936.86
Expense			
Large Projects & Capital Improv Forest			
Skating	1,650.00	0.00	1,650.00

Skid Steer	24,000.00	0.00	24,000.00
Capital Improvements-Anonymous	2,285.00	0.00	2,285.00
Haunted Trail Buildings	175.00	0.00	175.00
Bike Park Expense - use Class	51,081.70	5,143.98	45,937.72
	Oct '24 - Sep 25	Oct '23 - Sep 24	\$ Change
Nature Playscape	14,468.53	61,863.79	-47,395.26
G101 Expansion	4,329.58	11,482.76	-7,153.18
Downstairs Remodel	0.00	31,572.23	-31,572.23
Large Projects & Capital Improv -	0.00	-109,918.78	109,918.78
Total Large Projects & Capital Improv	97,989.81	143.98	97,845.83
Community Outreach Mileage	720.16	1,001.27	-281.11
Local Travel	797.62	336.71	460.91
Total Mileage	797.62	336.71	460.91
Administration	9,000.00	0.00	9,000.00
Website Design & Maintenance			
Technology Improvements	4,413.08	4,427.63	-14.55
Property Tax	25.00	25.00	0.00
Professional Fees	33,859.95	14,752.20	19,107.75
Volunteer Recognition	627.99	605.54	22.45
Licenses & Permits	0.00	75.00	-75.00
Employee Recognition	1,193.43	998.07	195.36
Other	54.79	1,560.84	-1,506.05
Dues & Subscriptions	5,868.89	7,511.27	-1,642.38
Merchant & Bank Fees	3,765.81	3,928.32	-162.51
Office Equipment & Repairs	0.00	1.08	-1.08
Postage	831.95	661.80	170.15
Professional Printing	0.00	56.00	-56.00
Advertising	8,770.35	7,383.90	1,386.45
Copying/Printing	966.00	966.00	0.00
Office Supplies	1,429.87	1,550.15	-120.28
Total Administration	70,807.11	44,502.80	26,304.31
Membership Other	1,076.63	47.12	1,029.51
ArbLife	5,650.04	3,540.49	2,109.55
Total Membership	6,726.67	3,587.61	3,139.06
Education Expense Other	0.00	248.12	-248.12
Educator Expense	2,372.02	366.58	2,005.44
Cost of General Education Class	269.94	220.87	49.07
Cost of Outdoor Education Camp	1,515.32	1,654.96	-139.64
Total Education Expense	4,157.28	2,490.53	1,666.75
Event Supplies			
Total Cost - Haunted Trail Cost of Trunk or Treat	106.13	88.96	17.17
Cost of Haunted Trail	7,023.00	16,701.76	-9,678.76
Total Total Cost - Haunted Trail	7,129.13	16,790.72	-9,661.59
Cost of 50th Anniversary	500.00	2,328.45	-1,828.45

Cost of Firefly Event	5,000.00	0.00	5,000.00
Cost of Arbor Day	1,895.41	1,518.96	376.45
Other	1,232.23	786.98	445.25
Cost of Annual Meeting	0.00	39.66	-39.66
Total Event Supplies	15,756.77	21,464.77	-5,708.00
Outside Services	2,541.25	6,048.25	-3,507.00

	Oct '24 - Sep 25	Oct '23 - Sep 24	\$ Change
Wages			
Wildlife Intern	0.00	960.00	-960.00
Office Salary	0.00	825.46	-825.46
Directors Salary	72,090.27	60,886.84	11,203.43
Administration & Office	159,011.36	133,160.37	25,850.99
Maintenance	127,875.07	104,309.27	23,565.80
Total Wages	358,976.70	300,141.94	58,834.76
Payroll Tax Expenses	29,141.38	24,633.61	4,507.77
Repairs & Maintenance			
Grounds Supplies	3,262.97	0.00	3,262.97
New Maintenance Vehicle Purchas	13,686.50	0.00	13,686.50
Vehicle Fuel	6,964.60	7,555.90	-591.30
Vehicle Repairs & Maintenance	363.86	666.70	-302.84
Building Repairs & Maintenance			
Building Repairs & Maintenance	13,596.66	11,946.79	1,649.87
Building Supplies	4,060.08	5,428.66	-1,368.58
Building Repairs & Maintenance -	13,980.00	126.25	13,853.75
Total Building Repairs & Maintenance	31,636.74	17,501.70	14,135.04
Equipment Repairs & Maintenance	5,421.61	4,730.57	691.04
Grounds Repairs & Maintenance	9,284.02	20,154.56	-10,870.54
Trail Maintenance	0.00	630.40	-630.40
Total Repairs & Maintenance	70,620.30	51,239.83	19,380.47
Professional Fees	0.00	0.00	0.00
Utilities Expense			
Technology Improvements	709.80	0.00	709.80
Electric Utility	9,952.99	9,700.24	252.75
Natural Gas & Heat	6,421.91	4,905.07	1,516.84
Sanitation & Refuse	3,382.03	3,080.52	301.51
Telephone, Internet & Web	4,944.93	4,973.99	-29.06
Water & Sewer	11,818.58	5,342.86	6,475.72
Total Utilities Expense	37,230.24	28,002.68	9,227.56
Insurance Expense			
Liability & Contents	14,366.17	12,909.76	1,456.41
Workers Compensation	6,399.00	5,245.00	1,154.00
Total Insurance Expense	20,765.17	18,154.76	2,610.41
Total Expense	716,230.46	501,748.74	214,481.72
Net Ordinary Income	-111,033.46	58,511.40	-169,544.86
Other Income/Expense			
Other Income			

Investment Income (Loss)	40,002.49	0.00	40,002.49
Gain(loss) on sale of asset	500.00	0.00	500.00
Ask my Accountant	0.00	0.00	0.00
Total Other Income	40,502.49	0.00	40,502.49
Net Other Income	40,502.49	0.00	40,502.49
Net Income	-70,530.97	58,511.40	-129,042.37

NORTHLAND ARBORETUM
Profit Loss Budget Overview
October 2024 through September 2025

	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct '25 - Sept '26
INCOME													
Event Revenue													
Photography Fee	20	20	20	20	20	20	20	20	20	20	20	20	240
Haunted Trail Revenue	75,000	0	0	0	0	0	0	0	0	0	0	5,000	80,000
Trunk or Treat	5,500	0	0	0	0	0	0	0	0	0	0	0	5,500
Arbor Day	0	0	0	0	0	0	1,000	0	0	0	0	0	1,000
Holiday Markets/Craft Sale	0	1,200	0	0	0	0	0	500	0	0	0	0	1,700
Event Revenue - Other	0	700	0	1,000	500	0	0	0	0	0	0	0	2,200
Total Event Revenue	80,520	1,920	20	1,020	520	20	1,020	520	20	20	20	5,020	90,640
Education Revenue													
Youth Education Classes	0	0	0	500	500	500	500	500	0	0	0	0	2,500
Outdoor Nature Camp	0	0	0	0	0	0	0	0	2,250	2,500	2,250	0	7,000
General Education Classes	0	500	500	500	700	700	700	700	700	600	700	700	7,000
Education Revenue - Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Education Revenue	0	500	500	1,000	1,200	1,200	1,200	1,200	2,950	3,100	2,950	700	16,500
Government & Agencies Revenue													
City of Brainerd Income	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	102,000
City of Baxter Receipts	0	0	0	0	0	0	0	0	0	1,650	0	0	1,650
Government & Agencies Revenue - Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Government & Agencies Revenue	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	10,150	8,500	8,500	103,650
Donations													
Undesignated Receipts	11,500	11,000	30,000	10,000	6,000	4,500	3,500	6,000	4,000	4,000	5,000	5,000	100,500
Designated Receipts													
Memorium	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Designated Receipts - Downstairs Remodel	0	0	0	0	0	0	0	0	0	0	0	0	0
Designated Receipts - Upstairs Remodel	0	0	0	0	0	0	0	0	0	0	0	0	0
Designated Receipts - Garden Expansion	0	0	0	0	0	1,000	1,000	0	0	0	0	0	2,000
Designated Receipts - Nature Playscape	0	0	0	0	0	0	0	0	0	0	0	0	0
Designated Receipts - Forest Skating	0	6,000	2,000	0	0	0	0	0	0	0	0	0	8,000
Designated Receipts - Bike Park	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Designated Receipts	100	6,100	2,100	100	100	1,100	1,100	100	100	100	100	100	3,200
Total Donations	11,600	17,100	32,100	10,100	6,100	5,600	4,600	6,100	4,100	4,100	5,100	5,100	111,700
Grants													
Grants - Designated													
Internship Reimbursement	0	0	9,600	0	0	0	9,600	0	0	0	0	0	19,200
Third Party Reimbursement	0	0	0	0	0	0	0	0	0	15,000	0	0	15,000
Fitness Equipment Relocation	0	0	0	0	0	0	0	0	0	0	0	0	0
ADA Accessibility	0	0	0	0	0	0	0	0	0	0	0	0	0
Disc Golf	0	0	0	0	0	0	0	0	0	0	0	0	0
Forest Skating	0	0	0	0	0	0	0	0	0	0	0	0	0
Nature Playscape	0	0	0	0	0	0	0	0	0	0	0	0	0
Bike Park	0	0	0	0	0	5,000	5,000	0	0	0	0	0	10,000
Total Grants	0	0	9,600	0	0	5,000	14,600	0	0	15,000	0	0	44,200
Rental Income - Facility Rental													
District #181 Agreement	0	0	0	0	0	0	0	0	0	0	0	9,500	9,500
Sertoma Winter Wonderland Agreement	0	0	0	2,750	2,750	0	0	0	0	0	0	0	5,500

NORTHLAND ARBORETUM
Profit Loss Budget Overview
October 2024 through September 2025

	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct '25 - Sept '26
Facility Rental - Other	1,800	2,500	4,000	5,500	5,000	6,000	5,500	6,500	8,500	8,500	12,000	9,000	74,800
Total Rental Income	1,800	2,500	4,000	8,250	7,750	6,000	5,500	6,500	8,500	8,500	12,000	18,500	89,800
Membership Dues													
Dual +2 (\$80)	1,000	1,300	4,000	3,500	1,200	900	1,500	1,500	1,000	500	700	600	17,700
Dual (\$60)	1,000	1,200	3,250	4,000	1,000	1,575	2,000	2,500	1,600	1,150	1,200	1,625	22,100
Student fee (\$20)	50	50	50	50	50	50	50	50	50	50	50	50	600
Individual (\$40)	600	700	2,400	3,000	1,250	450	1,500	1,500	1,000	725	450	500	14,075
Business/Supporting	1,000	300	300	300	300	300	300	300	300	300	300	300	4,300
Membership Dues - Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Membership Dues	3,650	3,550	10,000	10,850	3,800	3,275	5,350	5,850	3,950	2,725	2,700	3,075	58,775
Retail Sales													
Vending/Concessions	20	35	285	130	500	70	25	45	350	40	230	135	1,865
Ski Pass Sales	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Over/Short	0	0	0	0	0	0	0	0	0	0	0	0	0
Gift Store Sales Taxable	750	550	1,700	425	560	620	690	1,150	1,500	1,330	1,575	1,010	11,860
Gift Store Sales Non-Taxable	700	200	1,300	450	350	350	200	550	650	600	600	950	6,900
Retail Sales - Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Retail Sales	1,470	785	3,285	1,005	1,410	1,040	915	1,745	2,500	1,970	2,405	2,095	20,625
Parking & Gate Fees	3,800	1,000	1,000	1,000	1,000	1,000	1,000	2,250	3,500	7,000	4,800	3,000	30,350
Plant Sales	0	0	0	0	0	0	0	150	250	150	150	0	700
Compost	70	160	0	0	0	0	0	100	60	15	15	80	500
Interest Income -Investment Accounts	10,000	10,000	0	0	0	0	0	0	0	0	0	0	20,000
Total Income	121,410	46,015	69,005	41,725	30,280	31,635	42,685	32,915	34,330	52,730	38,640	46,070	587,440
Cost of Goods Sold													
Cost of Goods Sold													
COGS - Gift Shop	600	1,500	2,500	250	0	500	0	500	1,500	250	0	1,000	8,600
COGS - Ski Passes	0	0	0	0	0	0	0	0	0	0	0	0	0
COGS - Vending	50	50	50	50	50	50	50	50	50	50	50	50	600
Cost of Goods Sold - Other	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Total Cost of Goods Sold	750	1,650	2,650	400	150	650	150	650	1,650	400	150	1,150	10,400
GROSS INCOME	120,660	44,365	66,355	41,325	30,130	30,985	42,535	32,265	32,680	52,330	38,490	44,920	577,040
EXPENSE													
Community Outreach	50	50	50	50	50	50	50	50	50	50	50	50	600
Mileage													
Local Travel	40	40	40	40	40	40	40	40	40	40	40	40	480
Total Mileage	40	40	40	40	40	40	40	40	40	40	40	40	480
Administration													
Property Tax	15	0	0	0	0	0	0	0	0	0	0	0	15
Professional Fees	2,800	1,250	1,750	1,750	1,250	1,750	1,750	1,750	1,750	1,750	1,750	1,250	20,550
Volunteer Recognntion	50	50	50	50	50	50	200	50	50	50	50	50	750
Licenses & Permits	0	0	0	0	0	0	0	0	0	0	0	0	0
Employee Recognition	150	50	250	50	50	50	50	50	50	50	50	50	900
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Dues & Subscriptions	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Merchant & Bank Fees	300	300	300	300	300	300	300	300	300	300	300	300	3,600

NORTHLAND ARBORETUM
Profit Loss Budget Overview
October 2024 through September 2025

	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct '25 - Sept '26
Postage	50	125	125	50	50	50	50	50	50	50	50	50	750
Professional Printing	0	0	0	0	0	0	0	0	0	0	0	0	0
Advertising	2,000	2,000	1,500	1,500	1,500	1,200	2,000	2,000	1,500	1,500	1,500	1,800	20,000
Office Supplies	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Website Design and Maintenance	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Total Administration	6,165	4,575	4,775	4,500	4,000	4,200	5,150	5,000	4,500	4,500	4,500	4,300	56,165
Membership													
Membership - Other	100	100	100	100	100	100	100	100	100	100	100	100	1,200
ArbLife	0	0	0	0	0	2,000	0	0	0	0	0	2,000	4,000
Total Membership	100	100	100	100	100	2,100	100	100	100	100	100	2,100	5,200
Education Expense													
Education Equipment	100	100	400	100	100	100	100	400	400	400	100	100	2,400
Educator Expense	100	700	100	100	100	100	100	300	500	500	500	100	3,200
Cost of General Education Class	0	0	0	0	0	0	0	0	0	0	0	0	0
Education Expense - Other	50	50	50	50	50	50	50	50	50	50	50	50	600
Total Education Expense	250	850	550	250	250	250	250	750	950	950	650	250	6,200
Event Supplies													
Cost Haunted Trail	3,000	2,000	0	0	0	0	0	0	0	0	0	5,000	10,000
Cost Plant Sales	0	0	0	0	0	0	0	0	0	0	0	0	0
Event Supplies - Other	0	0	500	100	0	0	300	2,500	100	0	0	0	3,500
Total Event Supplies	3,000	2,000	500	100	0	0	300	2,500	100	0	0	5,000	13,500
Wages													
Directors Salary	\$5,150.00	\$7,362.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$7,362.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	67,574
Administration & Office	10,500	15,000	11,000	11,000	11,000	11,000	12,000	12,000	12,000	12,000	12,000	12,000	141,500
Maintenance	10,500	15,000	8,500	8,500	8,500	8,500	10,000	15,000	10,000	10,000	10,000	10,000	124,500
Total Wages	26,150	37,362	24,800	24,800	24,800	24,800	27,300	34,362	27,300	27,300	27,300	27,300	333,574
Payroll Tax Expenses	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Repairs & Maintenance													
Vehicle Repairs & Maintenance	50	50	50	50	50	50	50	50	50	50	50	50	600
Fuel	700	700	700	700	700	700	700	700	700	700	700	700	8,400
Building Repairs & Maintenance													
Building Supplies	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Building Repairs & Maintenance - Other	300	2,000	1,500	1,500	750	1,250	350	500	2,000	1,000	1,000	1,000	13,150
Total Building Repairs & Maintenance	1,350	3,050	2,550	2,550	1,800	2,300	1,400	1,550	3,050	2,050	2,050	2,050	25,750
Equipment Repairs & Maintenance	200	200	200	200	200	700	300	300	300	400	200	500	3,700
Grounds Supplies	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Grounds Repairs & Maintenance	200	250	250	450	450	500	550	550	500	650	450	1,000	6,700
Subtotal Repairs & Maintenance	2,000	3,750	3,250	3,450	2,700	3,750	2,500	2,650	4,100	3,350	2,950	3,800	38,250
Large Projects & Capital Improvements													
Upstairs Remodel	0	0	0	0	0	0	0	0	0	0	0	0	0
ADA Accessibility Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0
Bike Park	0	0	0	0	0	5,000	5,000	0	0	0	0	0	10,000
Forest Skating	0	2,000	2,000	0	0	0	0	0	0	0	0	0	4,000
Haunted Trail Buildings	5,500	0	0	0	0	0	0	0	0	0	0	0	5,500
G 101 Expansion	0	0	0	0	0	0	5,000	0	0	0	0	0	5,000
Nature Playscape	5,500	0	0	0	0	0	0	0	0	0	0	0	5,500

NORTHLAND ARBORETUM
Profit Loss Budget Overview
October 2024 through September 2025

	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct '25 - Sept '26
Total Large Projects & Capital improvements	11,000	2,000	2,000	0	0	5,000	10,000	0	0	0	0	0	30,000
Utilities Expense													
Electric Utility	850	850	850	850	850	850	850	850	850	850	850	850	10,200
Natural Gas & Heat	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Sanitation & Refuse	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Telephone, Internet & Web	425	425	425	425	425	425	425	425	425	425	425	425	5,100
Technology Improvements	200	2,500	200	200	200	200	200	200	200	200	200	200	4,700
Water & Sewer	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Total Utilities Expense	2,575	4,875	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	33,200
Insurance Expense													
Liability & Contents	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Insurance Expense - Other	50	50	50	50	50	50	50	50	50	50	50	50	600
Workers Compensation	0	0	1,400	0	0	1,400	0	0	1,400	0	0	1,400	5,600
Total Insurance Expense	1,500	1,500	2,650	1,500	1,500	2,650	1,500	1,500	2,650	1,500	1,500	2,650	22,600
TOTAL EXPENSE	55,330	59,602	43,790	39,865	38,515	47,915	52,265	52,027	44,865	42,865	42,165	50,565	569,769
NET INCOME	65,330	15,237	22,565	1,460	8,385	16,930	9,730	19,762	12,185	9,465	3,675	5,645	7,271
Less Capital Projects													37,271



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Brainerd Public Utilities Operating and Capital Budget Presentation

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Danny Loch, Finance Manager,
Paul Sandy, Public Utilities Director

DEPARTMENT: Finance

PRESENTER: Danny Loch, Finance Manager, Paul
Sandy, Public Utilities Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: Per Chapter Five, Section 7 of the Brainerd City Charter:

The Commission shall, at the first meeting of the City Council, in December of each year, present an operating budget for the following year as well as a five-year capital improvement plan outlining anticipated future capital expenditures. The budget shall set forth all expenditures that can be anticipated for the operation of the Commission, during said fiscal year, and when approved, in whole or such part as may be approved by the City Council, shall constitute the authority for the Commission to make such expenditures, subject to the provisions of this Charter. The Commission shall have the power to purchase and pay for all supplies necessary for the management of said business, when so approved by the City Council either as a part of said budget or by resolution of the City Council authorizing same, except that the Commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury of said plants, making such purchases and contracts necessary to repair the same.

The 2026 Brainerd Public Utilities Operating Budget and the 2026–2030 Capital Improvement Plan present a comprehensive and forward-looking financial strategy that supports the reliability, safety, and regulatory compliance of the electric, water, and wastewater utilities. The 2026 Operating Budget projects total revenues of \$40.3 million and expenses of \$40.1 million, resulting in a positive change in net position and reflecting stable operational performance across all divisions. This budget incorporates several cost drivers discussed in recent Commission meetings, including the wage and payroll impacts associated with Minnesota’s Paid Family and Medical Leave program, increases in employee insurance premiums, funding for vacant and realigned positions, and the consulting studies approved for system planning, technology integration, and operational assessments.

Within the Electric Department, the 2026 Operating Budget maintains balanced financial performance while absorbing higher purchased-power costs and supporting expanded operational needs. The budget includes staffing adjustments to meet increased system complexity, funding for ongoing distribution system maintenance, and consulting support tied to engineering, reliability, and power supply planning.

The Electric capital program continues its multi-year strategy of reinvesting in core distribution assets, substation upgrades, advanced system protection equipment, and hydro generation improvements, including preliminary work related to the Pit 6 generator replacement.

For the Water Department, the 2026 Operating Budget reflects ongoing financial improvement, supported by steady consumption, updated rates, and improved revenue recovery. Included in the budget are staffing needs, chemical and treatment-related cost increases, technology modernization, and consulting work connected to long-term plant planning and the reclamation/backwash project. The Water capital plan remains robust, driven by substantial treatment and production upgrades, SCADA improvements, well rehabilitation, and large coordinated city street and watermain projects. The plan also incorporates continued work on the Lead Service Line Replacement Program and preliminary investments associated with future water plant development.

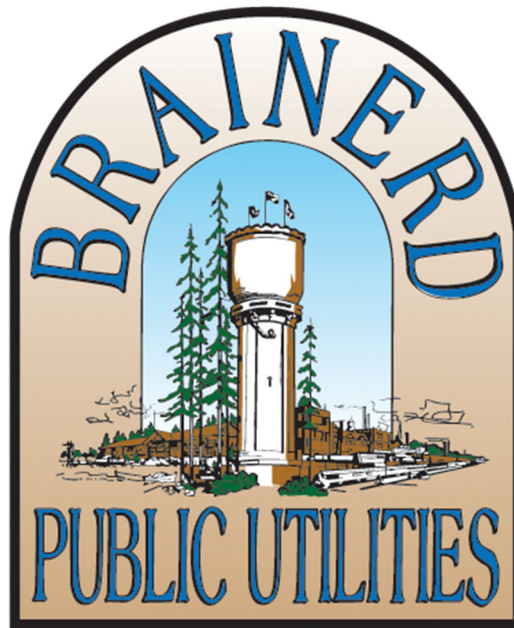
The Wastewater Department Operating Budget maintains a stable financial position while preparing for significant facility investments. Operational funding supports process optimization, chemical needs, lab and monitoring equipment, and staffing for treatment and lift-station operations. The budget includes the wage and insurance impacts noted above as well as consulting and engineering support tied to major plant expansion work. The Wastewater capital program is anchored by the multi-year wastewater treatment plant expansion required to meet regulatory standards and long-term capacity needs, along with ongoing lift-station rehabilitation, HVAC upgrades, grit handling and headworks improvements, and essential SCADA and controls modernization.

Collectively, the 2026 Operating Budget and the 2026–2030 Capital Improvement Plan provide a coordinated roadmap for sustaining essential utility services, managing cost pressures, addressing regulatory requirements, and reinvesting in critical infrastructure. This financial plan positions Brainerd Public Utilities to meet future community needs while maintaining responsible and stable utility operations.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The attached presented documents were approved at the Commission meeting on November 25, 2025.

RECOMMENDED ACTION/MOTION: A motion adopting the 2026 operating budget and 5-year capital improvement plan for the Brainerd Public Utilities Commission.

FINANCIAL IMPACT:



**BRAINERD PUBLIC UTILITIES
OPERATING BUDGET FOR THE YEAR
ENDED DECEMBER 31, 2026
AND
CAPITAL IMPROVEMENT BUDGET FOR
THE YEARS 2026 THROUGH 2030**

**BRAINERD PUBLIC UTILITIES
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OPERATING AND CAPITAL BUDGETS**

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Capital Improvement Budget
2026 - 2030

Brainerd Public Utilities
Electric Distribution and Hydro Generation Department
Capital Improvement Budget
For the Years 2025 Through 2029

Project Description		2026	2027	2028	2029	2030
Electric Distribution						
<u>Distribution System Improvements</u>						
26-1-001	OH Improvements	\$ 125,000	\$ 240,000	\$ 255,000	\$ 270,000	\$ 285,000
26-1-002	UG Improvements	115,000	255,000	265,000	280,000	295,000
26-1-003	Directional Drilling Charges	65,000	70,000	75,000	80,000	85,000
26-1-004	Distribution Transformers	400,000	400,000	400,000	400,000	200,000
26-1-005	New Extensions/Expansions	100,000	100,000	100,000	100,000	100,000
26-1-006	Distribution Protection (VFI, MVI, Viper)	265,000	270,000	280,000	290,000	300,000
26-1-007	Metering	105,000	110,000	115,000	120,000	125,000
25-1-008	Buffalo Hills Rebuild	250,000	-	-	-	-
25-1-009	EagleView Rebuild	-	-	-	-	-
<u>Substation Improvements</u>						
26-1-010	Main Substation	210,000	215,000	220,000	125,000	125,000
25-1-011	Downtown Substation	-	-	-	-	2,500,000
<u>Lighting System Improvements</u>						
26-1-112	City Street Projects	90,000	90,000	90,000	90,000	90,000
<u>Tools and Equipment</u>						
26-1-013	High Voltage Tools	30,000	30,000	35,000	35,000	40,000
26-1-014	Safety Tools	40,000	45,000	50,000	55,000	60,000
26-1-015	Test Equipment	30,000	35,000	40,000	45,000	50,000
<u>Vehicles/Trailers</u>						
25-1-017	Bucket Truck	-	-	-	350,000	-
26-1-019	Backyard Lineman	150,000	-	-	-	-
<u>Administration</u>						
26-1-301	Computer System Improvements	103,000	60,000	60,000	60,000	60,000
26-1-302	Service Center Improvements	50,000	50,000	50,000	50,000	50,000
Total Electric Distribution		2,128,000	1,970,000	2,035,000	2,350,000	4,365,000
Hydro Generation						
<u>PowerHouse Building and Flow Control</u>						
26-4-001	Upgrade of Bascule Gate Hydraulics	-	200,000	-	-	-
26-4-002	Exterior Painting of Powerhouse	-	50,000	-	-	-
27-4-001	Upgrade of Slide Gates	-	-	300,000	-	-
26-4-102	Roof Replacement	350,000	-	-	-	-
26-4-303	System Impact Assessment Study	-	-	-	-	350,000
27-4-003	Embankment Work	-	150,000	-	-	-
26-4-005	Subsidance Work	150,000	-	-	-	-
<u>Generation Equipment</u>						
26-4-103	SCADA System Improvements	-	-	50,000	-	-
23-4-001	Design and Replacement of Generator - Pit 6	-	-	4,850,000	4,850,000	-
26-4-101	Replacement Parts of Older Turbines	50,000	-	50,000	-	-
25-4-104	Generation Govenors	150,000	150,000	-	-	-
Total Hydro Generation		700,000	550,000	5,250,000	4,850,000	350,000
Contingencies 5%		141,400	126,000	364,250	360,000	235,750
Total Electric Department		2,969,400	2,646,000	7,649,250	7,560,000	4,950,750
Less: Projects Funded with Bonds/Grants		-	-	4,850,000	4,850,000	-
Less: Projects Funded Fund Balance/Carryover		250,000	-	-	-	-
Net Projects Funded through Operations		2,719,400	2,646,000	2,799,250	2,710,000	4,950,750

**Brainerd Public Utilities
Water Department
Capital Improvement Budget
For the Years 2025 Through 2029**

Project Description		2026	2027	2028	2029	2030
<u>Water Department</u>						
<u>Water Production and Treatment</u>						
25-2-002	Filter Bed Improvements	125,000	-	-	137,500	-
25-2-007	Well House Improvements	35,000	-	35,000	-	40,000
25-2-010	Reclamation/Backwash Construction Project	2,825,000	2,825,000	-	-	-
26-2-001	Well Rehab	\$ 60,000	\$ 60,000	\$ 65,000	\$ 65,000	\$ 65,000
26-2-002	Pump House Roof	32,000	35,000	30,000	-	-
26-2-003	SCADA System Improvements	20,000	20,000	15,000	-	-
26-2-004	Chemical Addition Room Equipment/Improvements	20,000	5,000	5,000	5,000	28,000
26-2-005	Security System	25,000	30,000	32,000	32,000	-
26-2-006	Dehumidifier - Plant/Well	7,500	7,500	7,500	7,500	7,500
26-2-007	Water Plant Roof	-	-	-	100,000	-
26-2-008	HVAC Improvements/dehumidifer	5,000	-	5,000	-	-
26-2-009	High service Pump	140,000	154,000	-	-	-
26-2-010	New Plant Provision	175,000	-	-	3,800,000	4,000,000
26-2-011	Well House Automation and Controls	60,000	50,000	-	-	-
26-2-012	Parking Lot Improvements	25,000	-	-	-	-
26-2-013	Creation Well #9	60,000	-	5,000,000	-	-
26-2-014	Flow Meters	-	16,200	-	-	-
26-2-015	Lab Equipment - Analyzers	-	-	-	5,000	-
<u>Water Distribution System</u>						
26-2-101	Gates/Valves/Hydrants	55,000	57,500	60,000	62,500	65,000
26-2-103	SCADA System Improvements	25,000	25,000	30,000	30,000	35,000
26-2-102	Meters	20,000	20,000	25,000	25,000	30,000
26-2-104	New Services Improvements	140,000	140,000	140,000	140,000	145,000
26-2-105	Lum and Riverside Booster Station Improvements	20,000	20,000	20,000	20,000	25,000
26-2-106	Pump House Booster Rebuilt/Riverside upgrade	150,000	150,000	-	-	-
26-2-107	Dehumidifiers - Booster Stations	7,500	7,500	-	-	-
26-2-108	Distribution Tower Maintenance	25,000	25,000	25,000	25,000	-
26-2-109	Service Truck	-	80,000	-	-	-
26-2-110	Service Truck	-	-	-	80,000	-
26-2-111	Robert's Property Line realignment	-	-	250,000	-	-
<u>City Watermain Projects</u>						
25-2-021	Highway 210/Washington Street	3,250,000	-	-	-	-
25-2-002	Southeast Brainerd Reconstruction	1,200,000	1,200,000	900,000	-	-
25-2-023	Northeast Brainerd Reconstruction	-	801,000	900,000	800,000	-
25-2-024	Oak Street Reconstruction	-	-	-	1,500,000	-
26-2-201	2030 Street Projects	-	-	-	-	1,850,000
26-2-130	Lead Service Replacements	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
<u>Administration</u>						
26-2-301	Computer System Improvements	35,000	40,000	40,000	45,000	45,000
26-2-302	Service Center Improvements	25,000	25,000	25,000	30,000	30,000
Total Water Before Contingencies		11,067,000	8,293,700	10,109,500	9,409,500	8,865,500
Contingencies 5%		553,350	414,685	505,475	470,475	443,275
Total Water Department		\$ 11,620,350	\$ 8,708,385	\$ 10,614,975	\$ 9,879,975	\$ 9,308,775
Less: Projects Funded with Bonds		8,525,000	6,076,000	8,050,000	7,350,000	7,100,000
Less: Projects Funded with Grants		1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Less: Projects Carried forward		310,000	-	-	-	-
Net Projects Funded through Operations		1,535,350	1,382,385	1,314,975	1,279,975	958,775

**Brainerd Public Utilities
Wastewater Treatment Department
Capital Improvement Budget
For the Years 2025 through 2029**

Project Description		2026	2027	2028	2029	2030
<u>Wastewater Treatment Department</u>						
<u>Wastewater Treatment</u>						
25-3-001	Control Building HVAC Upgrade	\$ 150,000	\$ -	\$ -	\$ -	\$ -
25-3-006	Plant Expansion/ Upgrades	12,000,000	12,000,000	-	-	-
25-3-008	GBT Control Panel	150,000	-	-	-	-
25-3-010	Headwork Grit Classifier	110,000	-	-	-	-
25-3-011	Screen Improvements Headworks	25,000	-	-	-	-
26-3-001	Lab Equipment	10,000	12,000	12,000	14,000	14,000
26-3-002	Roofs	\$ 32,500	\$ 35,000	\$ 37,500	\$ 40,000	\$ 42,500
26-3-003	Sampling Devices/system Flow Meters	15,000	15,000	20,000	20,000	25,000
26-3-004	PLC Upgrades	60,000	65,000	65,000	70,000	70,000
26-3-005	UV Bulbs	40,000	15,000	45,000	20,000	50,000
26-3-006	SBR Blower Bearings	-	-	30,000	-	-
26-3-007	SBR Parts	35,000	35,000	35,000	35,000	40,000
26-3-008	Digester Cover Upgrade/Flare Regulator	-	35,000	-	-	35,000
26-3-009	Feed Pumps/Digester Feed/Parts	10,000	-	10,000	-	10,000
26-3-010	Hydry Dehumidifiers	-	-	10,000	-	-
<u>Lift Station Improvements</u>						
<u>Main Lift Pumping Station</u>						
25-3-018	Generator Replacement	250,000	-	-	-	-
25-3-020	Hydry Dehumidifiers	10,000	-	-	-	-
26-3-101	VFD's	40,000	42,000	45,000	45,000	47,500
26-3-102	Roof	-	15,000	-	-	-
26-3-103	Submersible Pumps	110,000	120,000	130,000	-	-
26-3-104	Motor Control Pump Station	-	60,000	-	-	-
26-3-105	Rake Parts	15,000	17,500	17,500	20,000	20,000
26-3-106	Main Lift Heat/Air Exchanger	175,000	-	-	-	-
26-3-107	Main Lift Replacement	494,000	7,000,000	-	-	-
<u>Evergreen Lift Station</u>						
25-3-024	Door	20,000	-	-	-	-
25-3-025	Hydry Dehumidifier	5,000	-	-	-	-
26-3-202	Roof	-	-	14,500	-	-
26-3-205	Rake Parts	7,500	9,500	9,500	-	-
<u>Other Lift Stations</u>						
25-3-027	SW 6th Security Fence/yard improvement	27,100	-	-	-	-
25-3-029	Force Main Mapping	32,000	-	-	-	-
26-3-401	Pump Replacements/VFD	140,000	150,000	150,000	155,000	155,000
26-3-403	SCADA System Improvements	45,000	45,000	50,000	50,000	55,000
26-3-404	Tyrol Grinder Replacement	-	-	53,200	-	-
<u>Vehicles and Trailers</u>						
25-3-038	Vac-Tron Truck	-	275,000	275,000	-	-
<u>Administration</u>						
26-3-301	Computer System Improvements	95,000	40,000	40,000	45,000	45,000
26-3-302	Service Center Improvements	25,000	25,000	25,000	30,000	30,000
Total Wastewater Treatment Before Contingencies		14,128,100	20,011,000	1,074,200	544,000	639,000
Contingencies 5%		706,405	1,000,550	53,710	27,200	31,950
Total Wastewater Treatment Department		14,834,505	21,011,550	1,127,910	571,200	670,950
Less: Projects Funded with Bonds		12,000,000	19,000,000	-	-	-
Less: Projects Funded with Fund Balance/Carryover		779,100	275,000	-	-	-
Net Projects Funded through Operations		\$ 2,055,405	\$ 1,736,550	\$ 1,127,910	\$ 571,200	\$ 670,950

2030 Operating Budget

**Brainerd Public Utilities
Summary of 2026 Operating Budget
Combined All Departments**

				2025		2025 Favorable (Unfavorable) Variance	2026 Budget
	2022	Actual 2023	2024	Projected Actual	Budget		
Utility Revenue							
Residential	\$ 9,561,816	\$ 9,920,264	\$ 9,510,829	\$ 10,367,755	\$ 10,352,500	\$ 15,255	\$ 10,735,000
Commercial	18,174,299	20,417,355	24,868,445	26,061,559	27,637,600	(1,576,041)	26,919,150
Total Utility Revenue	27,736,115	30,337,619	34,379,274	36,429,313	37,990,100	(1,560,787)	37,654,150
Other Revenue							
Local Option Sales Tax Proceeds - Brainerd	1,539,391	1,453,667	1,430,028	1,893,340	1,472,400	420,940	1,472,400
Local Option Sales Tax Proceeds - Baxter	401,500	423,641	454,476	348,693	422,400	(73,707)	422,400
Interest Revenue Investments	(671,411)	395,522	568,540	498,693	119,200	379,493	119,200
Interest Revenue - Notes Receivable	117,505	121,159	104,659	78,700	-	78,700	-
Federal Grant Revenue - Build America Bond	77,558	70,570	91,095	90,000	62,400	27,600	75,000
Other Revenue	1,347,042	697,323	1,227,017	1,090,049	665,000	425,049	577,300
Total Other Revenue	2,811,585	3,161,882	3,875,815	3,999,476	2,741,400	1,258,076	2,666,300
Total Revenue	30,547,700	33,499,501	38,255,089	40,428,789	40,731,500	(302,711)	40,320,450
Expenses							
Purchased Power	12,256,210	13,781,295	18,705,358	19,755,763	19,960,000	204,237	20,000,000
Salaries and Wages	4,593,642	4,700,500	4,347,145	5,259,965	5,930,980	671,015	5,981,400
Operations and Maintenance	2,942,926	3,322,378	3,206,338	3,203,564	3,558,360	355,251	4,105,310
Employee Benefits	2,000,112	1,877,788	1,409,398	1,646,149	1,963,000	316,851	1,807,172
Other Charges	968,871	1,284,681	1,498,737	1,669,767	1,481,970	(187,797)	1,016,120
Depreciation	5,267,883	5,249,244	5,378,596	5,379,235	5,254,500	(124,735)	5,516,550
Interest Expense - Bonds	946,648	827,164	819,515	768,664	822,800	54,136	787,800
Cash Transfers to City	756,373	783,245	765,150	785,972	816,000	30,028	862,500
Total Expenses	29,732,665	31,826,295	36,130,237	38,469,079	39,787,610	1,318,986	40,076,852
Change in Net Position	<u>\$ 815,035</u>	<u>\$ 1,673,206</u>	<u>\$ 2,124,852</u>	<u>\$ 1,959,710</u>	<u>\$ 943,890</u>	<u>\$ 1,016,275</u>	<u>\$ 243,598</u>

**Brainerd Public Utilities
2026 Operating Budget
Electric Department**

	Actual			2025		2025 Variance Positive (Negative)	2026 Budget
	2022	2023	2024	Projected Actual	Budget		
Electric Department							
Revenue							
<u>Utility Revenue</u>							
Residential	\$ 6,591,857	\$ 6,832,295	\$ 6,342,943	\$ 6,779,293	\$ 6,960,000	\$ (180,707)	\$ 7,050,000
Commercial	10,128,886	10,583,243	10,019,998	10,587,992	10,620,000	(32,008)	10,800,000
Large Commercial	3,218,293	2,677,238	2,359,672	2,047,675	2,748,000	(700,325)	2,500,000
Industrial	506,772	2,749,837	7,706,570	8,430,012	9,000,000	(569,988)	8,400,000
City of Brainerd	349,837	361,491	346,350	359,455	362,400	(2,945)	362,250
BPU	760,117	820,176	751,384	747,351	780,000	(32,649)	770,000
Total Utility Revenue	21,555,762	24,024,280	27,526,917	28,951,777	30,470,400	(1,518,623)	29,882,250
<u>Other Revenues</u>							
Late Payment Penalties	111,151	136,974	142,490	171,961	102,000	69,961	130,000
Permits and Fees	36,849	47,298	32,625	35,400	30,000	5,400	30,000
Bad Debt Recoveries	5,329	2,596	805	387	6,000	(5,613)	2,500
Interest Revenue	(235,020)	89,702	137,805	29,475	9,600	19,875	9,600
Rental Revenue	74,718	1,300	54,675	5,649	12,000	(6,351)	8,000
Gain (Loss) on Sale of Capital Assets	33,954	8,584	20,496	4,840	1,200	3,640	1,200
Refunds and Reimbursements	11,385	9,113	29,014	484,265	3,600	480,665	3,600
Bond Premium	60,589	14,233	12,092	10,472	13,200	(2,728)	13,200
AMP	(1,359)	(2,057)	7,147	(13,805)	-	(13,805)	-
Sale of Renewable Energy Credits	482,463	-	-	-	-	-	-
Other Non-Operating Revenue	118,476	225,309	307,812	122,003	176,800	(54,797)	100,000
Total Other Revenue	698,535	533,052	744,961	850,647	354,400	496,247	298,100
Total Revenue	22,254,297	24,557,332	28,271,878	29,802,424	30,824,800	(1,022,376)	30,180,350
Expenses							
<u>Purchased Power</u>	12,256,210	13,781,295	18,705,358	19,755,763	19,960,000	204,237	20,000,000
Generation and Distribution							
<u>Salaries and Wages</u>							
Regular Wages	1,293,592	1,353,790	1,051,348	1,670,175	2,258,800	588,625	2,579,300
Overtime Wages	196,274	184,354	217,128	204,633	-	(204,633)	-
Double Overtime Wages	58,346	35,038	44,651	46,268	-	(46,268)	-
Vacation Pay	163,362	147,489	174,430	151,905	-	(151,905)	-
Sick Pay	45,644	56,231	94,379	39,227	-	(39,227)	-
Services to the City	74,861	69,947	56,576	57,405	-	(57,405)	-
	1,832,079	1,846,849	1,638,512	2,169,613	2,258,800	89,187	2,579,300
<u>Operations and Maintenance</u>							
Communications	4,630	2,228	2,245	848	3,700	2,852	3,700
Utilities	12,815	12,820	8,479	10,595	13,200	2,605	13,200
Small Tools and Supplies	66,767	66,921	57,783	52,516	63,600	11,084	63,600
Personal Protection Equipment	22,780	24,804	43,158	22,183	38,000	15,817	38,000
Motor Fuels	65,220	66,905	52,953	46,904	63,600	16,696	65,400
Maintenance and Repair							
Equipment	108,083	77,587	61,867	208,253	148,800	(59,453)	123,000
Buildings	26,810	9,920	10,786	31,040	33,200	2,160	23,200
Other	127,119	71,364	124,473	15	124,100	124,085	124,100
Street Lights	28,231	35,434	49,071	59,577	57,600	(1,977)	60,000
Maintenance Agreements	310	-	1,058	1,456	1,000	(456)	1,000
Cleaning and Waste Removal	16,014	4,738	8,530	3,951	5,400	1,449	9,200
Testing and Monitoring	9,211	9,388	7,893	3,997	8,000	4,003	9,500
IT System Expenses	-	165	4,993	308	5,000	4,692	5,000
Other Commodities	25,266	-	15,000	16,115	-	(16,115)	15,000
Consulting Services	2,846	10,320	-	-	81,600	81,600	131,600
Other Services	14,352	15,297	8,160	8,869	10,400	1,531	14,400
	530,454	407,891	456,449	466,627	657,200	190,573	699,900
<u>Employee Benefits</u>							
Employee Benefits	\$ -	\$ -	\$ -	\$ 6,615	\$ 1,200	\$ (5,415)	\$ -
Pension	132,957	133,195	130,974	138,765	141,600	2,835	193,448
Health Insurance	297,416	267,825	278,111	228,651	249,600	20,949	257,128
Payroll Taxes	135,021	129,978	130,125	135,719	144,000	8,281	207,504
	565,394	530,998	539,210	509,749	536,400	26,651	658,080
<u>Other Charges</u>							
Licenses and Permits	38,511	4,898	14,402	19,900	21,800	1,900	21,800
Travel and Conferences	36,059	65,631	38,017	31,200	51,600	20,400	51,600
Miscellaneous	400	26,834	1,800	4,020	1,200	(2,820)	1,200
	74,970	97,363	54,219	55,120	74,600	19,480	74,600
<u>Depreciation and Amortization</u>	2,092,585	2,095,599	2,182,330	2,182,800	2,041,800	(141,000)	2,227,000
Total Generation and Distribution	5,095,482	4,978,700	4,870,720	5,383,909	5,568,800	184,891	6,238,880

**Brainerd Public Utilities
2026 Operating Budget
Electric Department (Continued)**

				2025		2025 Variance Positive (Negative)	2026 Budget
	2022	Actual 2023	2024	Projected Actual	Budget		
Administration							
<u>Salaries and Wages</u>							
Regular Wages	634,642	603,446	572,304	619,600	1,122,300	502,700	1,009,700
Overtime Wages	20,447	12,876	14,729	10,545	-	(10,545)	-
Vacation Pay	73,656	77,698	78,273	71,571	-	(71,571)	-
Sick Pay	49,247	60,028	69,145	52,964	-	(52,964)	-
Board Member Salaries	6,586	6,270	6,376	5,501	7,300	1,799	16,200
	784,578	760,318	740,827	760,181	1,129,600	369,419	1,025,900
<u>Operations and Maintenance</u>							
Communications	58,384	68,293	93,595	103,105	84,600	(18,505)	103,400
Utilities	36,345	40,153	28,407	42,885	43,200	315	43,200
Small Tools and Supplies	13	68	749	-	1,200	1,200	1,200
Personal Protection Equipment	60	92	92	-	-	-	-
Motor Fuels	6,246	-	137	-	-	-	-
<u>Maintenance and Repair</u>							
Equipment	5,414	8,158	14,660	9,083	13,900	4,817	13,900
Buildings	12,179	4,626	4,772	8,192	9,800	1,608	9,800
Other	66	-	-	-	-	-	-
Maintenance Agreements	115,351	160,414	172,857	188,553	158,400	(30,153)	170,500
IT System Services	33,254	28,371	26,368	10,428	31,600	21,172	31,600
Consulting Services	133,843	194,630	237,522	195,412	250,500	55,088	250,500
Human Resource Services	55,920	46,554	50,399	65,301	60,480	(4,821)	60,480
Office Supplies	11,624	10,521	11,329	5,309	12,000	6,691	12,000
Other Services	45,828	25,822	38,594	12,324	28,000	15,676	39,600
	514,527	587,702	679,481	640,593	693,680	53,087	736,180
<u>Employee Benefits</u>							
Employee Benefits	23,143	29,323	25,176	96,488	35,800	(60,688)	27,200
Pension	312,185	216,905	(60,069)	52,253	122,400	70,147	76,943
Health Insurance	192,987	212,291	211,720	208,125	296,000	87,875	199,382
Payroll Taxes	54,977	56,151	51,901	50,075	66,000	15,925	82,535
	583,292	514,670	228,728	406,941	520,200	113,259	386,060
<u>Other Charges</u>							
General and Worker Comp. Insurance	170,377	232,445	233,165	300,949	267,800	(33,149)	267,800
Dues and Subscriptions	65,445	108,577	101,880	126,936	109,200	(17,736)	109,200
Licenses and Permits	41,289	8,553	20,332	10,196	12,000	1,804	12,000
Travel and Conferences	12,325	19,415	13,737	8,745	32,200	23,455	32,200
Miscellaneous	268	550	-	-	-	-	-
Bank Charges	4,671	-	567	4	-	(4)	-
Credit Card Transaction Fees	206,031	247,898	432,677	501,492	350,000	(151,492)	50,000
Interest Expense - Other	14,921	34,624	29,099	20,900	15,600	(5,300)	30,000
Interest Expense - Bonds	211,773	183,426	153,260	126,416	156,800	30,384	119,200
Cash Transfers to City	756,373	783,245	765,150	785,972	816,000	30,028	862,500
Amortization of Deferred Charges	-	34,966	34,966	34,965	37,200	2,235	37,200
Bad Debts	13,883	-	21,354	(5,928)	18,000	23,928	18,000
	1,497,356	1,653,699	1,806,187	1,910,648	1,814,800	(95,848)	1,538,100
<u>Depreciation</u>	167,899	153,160	173,611	174,000	136,900	(37,100)	181,100
Total Administration	3,547,652	3,669,549	3,628,834	3,892,364	4,295,180	402,816	3,867,340
Total Expenses	20,899,344	22,429,544	27,204,912	29,032,036	29,823,980	791,944	30,106,220
Change in Net Position	\$ 1,354,953	\$ 2,127,788	\$ 1,066,966	\$ 770,388	\$ 1,000,820	\$ (230,432)	\$ 74,130

**Brainerd Public Utilities
2026 Operating Budget
Water Department**

				2025		2025	2026
	Actual			Projected		Variance	
	2022	2023	2024	Actual	Budget	Positive (Negative)	Budget
Water Department							
Revenue							
<u>Utility Revenue</u>							
Residential	\$ 1,564,247	\$ 1,649,491	\$ 1,612,865	\$ 1,974,489	\$ 1,826,500	\$ 147,989	\$ 1,935,000
Commercial	1,506,912	1,397,676	1,668,074	1,819,061	1,929,600	(110,539)	2,000,000
City of Brainerd	124,465	138,721	126,042	154,120	149,300	4,820	150,000
BPU	87,587	105,950	94,482	142,851	111,700	31,151	113,300
Total Utility Revenue	3,283,211	3,291,838	3,501,463	4,090,521	4,017,100	73,421	4,198,300
<u>Other Revenues</u>							
Late Payment Penalties	20,861	25,270	27,920	35,729	20,400	15,329	20,400
Permits and Fees	2,400	6,238	3,200	5,267	4,000	1,267	4,000
Local Option Sales Tax Proceeds - Baxter	323,758	348,693	366,513	348,693	349,200	(507)	349,200
Bad Debt Recoveries	297	1,149	3,798	5,541	1,800	3,741	1,800
Interest Revenue	(24,837)	34,116	32,008	11,155	9,600	1,555	9,600
Bond Premium	302,366	147,834	129,815	122,441	147,600	(25,159)	147,600
PERA Aid Revenue	-	-	19,035	-	-	-	-
Gain (Loss) on Sale Capital Assets	11,157	-	831	-	-	-	-
Refunds and Reimbursements	(59)	(251)	129	-	-	-	-
Rental Revenue	590	-	880	267	-	267	-
Water Assessments	-	-	6,817	3,961	-	3,961	-
Other Revenue	-	28,210	250,754	25,865	59,400	(33,535)	28,000
Total Other Revenue	636,533	591,259	841,700	558,920	592,000	(33,080)	560,600
Total Revenue	3,919,744	3,883,097	4,343,163	4,649,441	4,609,100	40,341	4,758,900
Expenses							
Production							
<u>Salaries and Wages</u>							
Regular Wages	310,003	385,482	279,839	318,381	517,600	199,219	431,200
Overtime Wages	33,035	19,410	29,099	37,460	-	(37,460)	-
Double Overtime Wages	11,237	23,028	19,910	11,561	-	(11,561)	-
Vacation Pay	24,180	27,585	39,359	24,209	-	(24,209)	-
Sick Pay	31,763	12,167	44,381	13,355	-	(13,355)	-
	410,218	467,672	412,588	404,967	517,600	112,633	431,200
<u>Operations and Maintenance</u>							
Communications	2,554	2,514	3,067	1,819	3,800	1,981	3,800
Utilities	114,201	116,447	104,750	105,660	121,200	15,540	121,200
Small Tools and Supplies	16,951	31,589	756	3,828	19,200	15,372	10,500
Personal Protection Equipment	-	-	2,127	15,063	2,000	(13,063)	2,000
Maintenance and Repairs							
Equipment	18,412	59,359	34,199	17,205	26,400	9,195	47,800
Buildings	855	3,568	733	9,480	1,200	(8,280)	1,200
Other	-	-	-	-	-	-	-
Cleaning and Waste Removal	-	-	-	133	-	(133)	-
Testing and Monitoring	7,953	9,075	10,127	8,337	9,600	1,263	9,600
Chemicals	-	-	75,009	109,183	66,000	(43,183)	138,500
Printing and Publishing	1,000	-	-	-	-	-	-
Consulting Services	-	-	35,061	10,591	-	(10,591)	90,000
Other Commodities	100,679	112,130	32,853	991	28,800	27,809	30,000
Office Supplies	1,236	508	-	-	1,200	1,200	1,200
	263,841	335,190	298,682	282,289	279,400	(2,889)	455,800
<u>Employee Benefits</u>							
Employee Benefits	-	452	-	2,521	-	(2,521)	-
Pension	30,213	34,269	32,507	28,477	40,800	12,323	32,340
Health Insurance	88,804	103,482	80,019	71,356	94,800	23,444	87,076
Payroll Taxes	27,490	32,320	31,079	26,605	40,800	14,195	34,690
	146,507	170,523	143,605	128,960	176,400	47,440	154,106
<u>Other Charges</u>							
Licenses and Taxes	-	591	566	1,867	720	(1,147)	720
<u>Depreciation</u>	278,444	182,021	209,280	208,800	267,600	58,800	225,000
Total Production	1,099,010	1,155,997	1,064,721	1,026,883	1,241,720	214,837	1,266,826

**Brainerd Public Utilities
2026 Operating Budget
Water Department (Continued)**

	Actual			2025		2025 Variance Positive (Negative)	2026 Budget
	2022	2023	2024	Projected Actual	Budget		
Water Department (Continued)							
Expenses (Continued)							
Distribution							
<u>Salaries and Wages</u>							
Regular Wages	433,748	452,727	439,857	538,161	591,700	53,539	558,000
Overtime Wages	36,469	51,470	50,197	45,335	-	(45,335)	-
Double Overtime Wages	1,164	4,895	3,745	4,320	-	(4,320)	-
Vacation Pay	42,791	53,107	54,438	61,593	-	(61,593)	-
Sick Pay	25,182	12,798	16,038	26,723	-	(26,723)	-
	539,354	574,997	564,275	676,132	591,700	(84,432)	558,000
<u>Operations and Maintenance</u>							
Communications	1,057	3,848	451	912	2,400	1,488	2,400
Utilities	75,982	74,017	65,507	69,281	64,400	(4,881)	64,400
Small Tools and Supplies	16,841	21,657	27,311	8,205	21,600	13,395	21,600
Personal Protection Equipment	5,490	6,756	2,691	11,787	4,800	(6,987)	4,800
Motor Fuels	24,285	20,241	17,381	15,641	19,200	3,559	19,200
Maintenance and Repair							
Equipment	52,277	18,508	41,851	17,435	36,000	18,565	36,000
Buildings	8,547	4,127	4,236	8,279	4,800	(3,479)	4,800
Other	45,800	76,125	30,648	37,380	36,400	(980)	36,400
Maintenance Agreements	-	-	529	728	-	(728)	-
Cleaning and Waste Removal	2,560	2,213	1,766	2,015	2,400	385	2,400
Testing and Monitoring	-	142	-	1,364	-	(1,364)	-
Printing and Publishing	-	-	-	-	-	-	-
Consulting Services	42,230	119,019	81,400	-	78,000	78,000	78,000
Other Commodities	13,035	7,732	8,419	5,083	7,200	2,117	7,200
Office Supplies	-	323	31	193	600	407	600
IT System Expenses	-	65	-	-	-	-	-
Other Services	743	12,317	658	1,275	1,200	(75)	1,200
	288,847	367,090	282,879	179,577	279,000	99,423	279,000
<u>Employee Benefits</u>							
Employee Benefits	\$ -	\$ -	\$ 163	\$ 451	\$ -	\$ (451)	\$ -
Pension	40,690	40,868	41,971	46,327	45,600	(727)	41,850
Health Insurance	89,100	84,531	68,434	72,764	108,000	35,236	40,823
Payroll Taxes	40,258	40,104	41,911	45,253	45,600	347	44,891
	170,048	165,503	152,479	164,795	199,200	34,405	127,564
<u>Other Charges</u>							
Dues and Subscriptions	300	775	1,000	1,380	1,200	(180)	1,200
Licenses and Taxes	576	6,544	13,214	15,264	15,000	(264)	15,000
Travel and Conferences	14,854	16,998	3,593	10,455	9,400	(1,055)	9,400
Miscellaneous	-	-	-	25	-	(25)	-
	15,730	24,317	17,807	27,124	25,600	(1,524)	25,600
<u>Depreciation</u>	828,581	1,024,685	1,063,851	1,064,400	1,032,900	(31,500)	1,075,000
Total Distribution	1,842,560	2,156,592	2,081,291	2,112,028	2,128,400	16,372	2,065,164
Administration							
<u>Salaries and Wages</u>							
Regular Wages	230,256	217,003	202,975	209,329	424,200	214,871	391,500
Overtime Wages	7,228	4,255	4,920	3,643	-	(3,643)	-
Doubletime Wages	12	179	101	151	-	(151)	-
Vacation Pay	26,824	28,359	28,021	26,043	-	(26,043)	-
Sick Pay	17,307	20,605	24,453	18,617	-	(18,617)	-
Board Member Salaries	2,195	2,090	2,125	1,833	4,190	2,357	5,400
	283,822	272,491	262,595	259,616	428,390	168,774	396,900

**Brainerd Public Utilities
2026 Operating Budget
Water Department (Continued)**

	Actual			2025		2025 Variance Positive (Negative)	2026 Budget
	2022	2023	2024	Projected Actual	Budget		
Water Department (Continued)							
Expenses (Continued)							
Administration (Continued)							
Operations and Maintenance							
Communications	20,012	22,178	29,810	33,641	26,600	(7,041)	26,600
Utilities	14,161	15,143	9,893	15,565	15,600	35	15,600
Small Tools and Supplies	13	57	250	-	-	-	-
Personal Protection Equipment	185	31	31	-	-	-	-
Maintenance and Repair							
Equipment	7,438	3,282	6,350	3,375	3,600	225	3,600
Buildings	10,998	4,084	4,551	7,749	4,800	(2,949)	4,800
Maintenance Agreements	32,030	43,943	33,131	75,940	39,600	(36,340)	39,600
IT System Services	11,766	11,722	8,450	3,185	9,600	6,415	9,600
Cleaning and Waste Removal	733	1,072	804	640	1,200	560	1,200
Printing and Publishing	13,604	5,760	12,952	1,872	10,000	8,128	10,000
Consulting Services	78,559	149,970	121,302	51,055	86,400	35,345	200,000
Human Resource Services	11,990	15,518	16,800	21,331	22,500	1,169	22,500
Other Commodities	888	723	446	305	600	295	600
Office Supplies	3,812	4,114	3,699	1,873	3,400	1,527	3,400
Other Services	1,143	1,103	2,679	951	2,900	1,949	2,900
	207,332	278,700	251,148	217,483	226,800	9,317	340,400
Employee Benefits							
Employee Benefits	160	3,702	6,132	-	7,200	7,200	7,200
Pension	105,153	73,251	(18,843)	18,001	48,000	29,999	29,768
Health Insurance	71,479	72,608	81,618	80,300	88,800	8,500	76,749
Payroll Taxes	19,059	19,577	19,177	17,169	22,800	5,631	31,931
	195,851	169,138	88,084	115,471	166,800	51,329	145,648
Other Charges							
Insurance and Bonds	46,779	68,642	68,602	74,785	68,400	(6,385)	68,400
Dues and Subscriptions	7,523	6,875	9,637	10,219	8,400	(1,819)	8,400
Licenses and Taxes	9,430	4,330	6,416	2,413	6,100	3,687	6,100
Travel and Conferences	1,595	7,865	3,271	2,460	10,400	7,940	10,400
Miscellaneous	500	310	310	-	600	600	600
Bank Charges	2,158	380	386	1,517	-	(1,517)	-
Credit Card Transaction Fees	72,482	82,633	144,226	167,164	136,500	(30,664)	27,500
Interest - Other	903	5,885	2,330	537	2,400	1,863	2,400
Interest - Bonds	355,400	306,058	307,394	331,837	302,400	(29,437)	305,000
Bond Issuance Costs	-	22,113	-	-	-	-	-
Bad Debts	1,498	-	2,088	(201)	2,400	2,601	2,400
	498,268	505,091	544,660	590,732	537,600	(53,132)	431,200
Depreciation/Amortization							
Depreciation	60,274	49,570	54,873	55,200	49,600	(5,600)	58,250
Amortization	5,008	-	5,634	5,635	6,000	365	6,000
	65,282	49,570	60,507	60,835	55,600	(5,235)	64,250
Total Administration	1,250,555	1,274,990	1,206,994	1,244,136	1,415,190	171,054	1,378,398
Total Expenses	4,192,125	4,587,579	4,353,006	4,383,047	4,785,310	402,263	4,710,388
Change in Net Position	\$ (272,381)	\$ (704,482)	\$ (9,843)	\$ 266,394	\$ (176,210)	\$ 442,604	\$ 48,512

**Brainerd Public Utilities
2025 Operating Budget
Wastewater Department**

	Actual		2025		2025	
	2022	2023	2024	Projected Actual	Budget	Variance Positive (Negative)
Wastewater Department						
Revenue						
<u>Utility Revenue</u>						
Residential	\$ 1,405,712	\$ 1,438,478	\$ 1,555,021	\$ 1,613,972	\$ 1,566,000	\$ 47,972
Commercial	736,018	823,926	993,023	956,911	1,123,000	(166,089)
City of Baxter	745,875	745,875	788,995	800,000	800,000	-
City of Brainerd	8,852	12,561	13,169	15,461	13,000	2,461
BPU	685	661	686	671	600	71
Total Utility Revenue	2,897,142	3,021,501	3,350,894	3,387,015	3,502,600	(115,585)
<u>Other Revenues</u>						
Late Payment Penalties	27,385	31,270	37,771	41,924	27,600	14,324
Local Option Sales Tax Proceeds - Brainerd	1,539,391	1,453,667	1,430,028	1,893,340	1,472,400	420,940
Local Option Sales Tax Proceeds - Baxter	77,742	74,948	87,963	-	73,200	(73,200)
Bad Debt Recoveries	972	1,645	-	-	-	-
Interest Revenue - Investments	(411,554)	271,704	398,727	458,064	100,000	358,064
PERA Aid Revenue	-	-	19,035	-	-	-
Refunds and Reimbursements	44	(2,898)	442	4,303	-	4,303
Interest Revenue - Notes Receivable	117,505	121,159	104,659	78,700	-	78,700
Federal Grant Revenue - Build America Bond	77,558	70,570	91,095	90,000	62,400	27,600
Bond Premium	40,407	8,766	13,736	14,157	8,400	5,757
Other Revenue	7,657	6,740	48,594	9,421	51,000	(41,579)
Total Other Revenue	1,477,107	2,037,571	2,232,050	2,589,909	1,795,000	794,909
Total Revenue	4,374,249	5,059,072	5,582,944	5,976,924	5,297,600	679,324
Expenses						
Treatment						
<u>Salaries and Wages</u>						
Regular Wages	268,850	334,045	294,501	472,732	456,800	(15,932)
Overtime Wages	69,325	55,283	52,830	58,797	-	(58,797)
Doubletime Wages	13,948	15,553	16,382	18,811	-	(18,811)
Vacation Pay	26,633	20,913	25,191	28,469	-	(28,469)
Sick Pay	5,296	2,527	3,582	10,287	-	(10,287)
	384,052	428,321	392,486	589,096	456,800	(132,296)
<u>Operations and Maintenance</u>						
Communications	-	4,538	258	524	5,400	4,876
Utilities	540,953	602,058	551,506	580,916	604,800	23,884
Small Tools and Supplies	13,704	27,700	10,701	5,585	21,600	16,015
Personal Protection Equipment	1,769	6,742	2,446	2,325	3,600	1,275
Motor Fuels	19,979	20,399	17,087	20,023	28,200	8,177
Maintenance and Repair						
Equipment	97,222	134,868	86,769	65,987	104,400	38,413
Buildings	10,828	39,245	8,786	121,801	30,000	(91,801)
Other	-	25	-	-	-	-
Annual Maintenance Agreements	-	-	716	1,467	-	(1,467)
Cleaning and Waste Removal	5,521	5,142	4,920	5,044	4,800	(244)
Testing and Monitoring	69,784	84,526	65,430	70,508	81,600	11,092
Consulting Services	2,535	8,148	4,447	157,012	69,500	(87,512)
Chemicals	-	-	122,017	92,897	65,000	(27,897)
Other Commodities	54,836	75,164	28,717	4,739	31,000	26,261
Office Supplies	2,533	793	-	-	2,400	2,400
Other Services	313	963	372	911	1,200	289
	819,977	1,010,311	904,172	1,129,739	1,053,500	(76,239)
<u>Employee Benefits</u>						
Employee Benefits	-	-	190	2,107	-	(2,107)
Pension	27,878	30,899	30,578	38,084	34,800	(3,284)
Health Insurance	65,814	67,093	82,927	86,116	89,200	3,084
Payroll Taxes	27,613	29,901	30,011	36,933	32,400	(4,533)
	121,305	127,893	143,706	163,240	156,400	(6,840)
<u>Other Charges</u>						
Licenses and Permits	29,840	8,152	9,096	7,117	21,600	14,483
Dues and Subscriptions	-	233	840	1,807	600	(1,207)
Travel and Conferences	15,940	20,138	3,702	8,519	18,000	9,481
Miscellaneous	-	1,000	1,000	-	-	-
	45,780	29,523	14,638	17,443	40,200	22,757
<u>Depreciation</u>	1,516,353	1,430,502	1,430,400	1,430,400	1,416,000	(14,400)
Total Treatment	2,887,467	3,026,550	2,885,402	3,329,917	3,122,900	(207,017)

**Brainerd Public Utilities
2026 Operating Budet
Wastewater Department (Continued)**

	Actual			2025		2025 Variance Positive (Negative)	2026 Budget
	2022	2023	2024	Projected Actual	Budget		
Wastewater Depart. (Continued)							
Expenses							
Lift Stations							
<u>Salaries and Wages</u>							
Regular Wages	57,023	69,344	70,187	121,844	167,300	45,456	142,600
Overtime Wages	16,031	8,903	10,265	12,975	-	(12,975)	-
Doubletime Wages	3,618	3,165	2,601	2,925	-	(2,925)	-
Vacation Pay	10,644	6,131	6,755	7,483	-	(7,483)	-
Sick Pay	8,414	1,570	1,253	2,769	-	(2,769)	-
	95,730	89,113	91,061	147,996	167,300	19,304	142,600
<u>Operations and Maintenance</u>							
Communications	2,849	2,918	2,352	2,004	3,600	1,596	3,600
Utilities	119,334	128,242	123,445	121,215	129,600	8,385	129,600
Small Tools and Supplies	124	122	2,864	1,533	3,400	1,867	3,400
Motor Fuels	6,246	-	71	95	6,000	5,905	6,000
Maintenance and Repair							
Equipment	24,111	34,739	6,227	4,055	28,800	24,745	28,800
Buildings	9,865	-	6,096	2,005	4,800	2,795	4,800
Maintenance Agreements	-	-	-	231	-	(231)	-
Cleaning and Waste Removal	10,605	12,805	10,276	9,044	10,800	1,756	10,800
Consulting Services	-	10,821	9,090	-	3,600	3,600	3,600
Other Commodities	335	-	1,073	1,647	1,200	-	1,200
Other Charges	-	-	127	8	-	-	-
Miscellaneous	-	557	-	-	-	-	-
	173,469	190,204	161,621	141,836	191,800	50,419	191,800
<u>Employee Benefits</u>							
Employee Benefits	\$ -	\$ -	\$ -	411	\$ -	\$ (411)	\$ -
Pension	6,545	7,328	7,316	9,239	10,800	1,561	10,695
Health Insurance	16,350	18,350	24,006	30,852	31,200	348	26,213
Payroll Taxes	6,244	7,047	7,147	8,951	10,800	1,849	11,472
	29,139	32,725	38,469	49,452	52,800	3,348	48,380
<u>Other Charges</u>							
Licenses and Permits	30	360	50	67	-	(67)	-
Travel and Conferences	1,884	3,135	-	169	2,400	2,231	2,400
	1,914	3,495	50	236	2,400	2,164	2,400
<u>Depreciation</u>	276,774	275,806	216,138	216,000	268,800	52,800	268,800
Total Lift Stations	577,026	591,343	507,339	555,520	683,100	128,035	653,980
Administration							
<u>Salaries and Wages</u>							
Regular Wages	216,851	210,129	189,676	205,229	376,600	171,371	341,700
Overtime Wages	4,197	2,052	2,730	2,405	-	(2,405)	-
Doubletime Wages	12	144	93	149	-	(149)	-
Vacation Pay	24,436	26,285	26,574	24,403	-	(24,403)	-
Sick Pay	16,087	20,039	23,331	17,895	-	(17,895)	-
Board Member Salaries	2,195	2,090	2,125	1,833	4,190	2,357	5,400
	263,778	260,739	244,529	251,915	380,790	128,875	347,100
<u>Operations and Maintenance</u>							
Communications	19,997	21,792	29,584	31,525	31,600	75	31,600
Utilities	9,957	11,443	8,121	12,529	12,000	(529)	12,000
Small Tools and Supplies	-	7	229	-	-	-	-
Maintenance and Repair							
Equipment	255	2,765	4,562	3,392	2,400	(992)	2,400
Buildings	-	-	-	188	-	(188)	-
Maintenance Agreements	32,512	53,583	50,996	40,989	55,000	14,011	50,000
IT System Services	21,378	8,552	8,804	3,168	10,900	7,732	10,900
Cleaning and Waste Removal	-	86	-	-	-	-	-
Printing and Publishing	12,759	5,345	10,562	1,872	5,000	3,128	5,000
Consulting Services	29,781	20,131	33,636	25,449	30,000	4,551	60,000
Other Commodities	47	309	59	192	-	(192)	-
Human Resource Services	11,990	15,518	16,800	20,024	22,580	2,556	22,580
Office Supplies	4,175	4,729	4,061	2,717	4,800	2,083	4,800
Other Services	1,169	1,027	721	720	1,200	480	1,200
	144,020	145,287	168,135	142,767	175,480	32,713	200,480

**Brainerd Public Utilities
2026 Operating Budet
Wastewater Department (Continued)**

	Actual			2025		2025	
	2022	2023	2024	Projected Actual	Budget	Variance Positive (Negative)	2026 Budget
Wastewater Depart. (Continued)							
Administration (Continued)							
Expenses (Continued)							
<u>Employee Benefits</u>							
Employee Benefits	-	2,767	2,773	41	1,200	1,159	1,200
Pension	104,122	72,289	(19,937)	17,267	48,000	30,733	26,033
Health Insurance	66,679	72,616	74,940	73,741	82,800	9,059	68,014
Payroll Taxes	17,775	18,666	17,341	16,492	22,800	6,308	27,924
	188,576	166,338	75,117	107,541	154,800	47,259	123,171
<u>Other Charges</u>							
General and Worker Comp. Insurance	61,312	79,240	94,601	109,448	85,700	(23,748)	125,000
Dues and Subscriptions	11,607	26,760	29,951	22,640	27,900	5,260	27,900
Licenses and Permits	2,096	1,615	3,634	1,997	2,200	203	2,200
Travel and Conferences	1,466	6,778	2,734	3,615	11,200	7,585	11,200
Bank Charges	1,493	-	6	95	-	(95)	-
Credit Card Transaction Fees	72,482	82,633	144,225	167,164	125,250	(41,914)	23,200
Interest Expense - Other	903	1,185	2,330	537	600	63	600
Interest Expense Bonds	379,475	337,680	358,861	310,411	363,600	53,189	363,600
Bond Issuance Costs	-	36,588	-	-	-	-	-
Amortization of Deferred Charges	5,008	5,634	5,634	5,635	6,000	365	6,000
Bad Debts	2,032	2,898	3,299	(308)	2,400	2,708	3,000
	537,874	581,011	645,275	621,233	624,850	3,617	562,700
<u>Depreciation</u>	41,965	37,901	42,479	42,000	34,900	(7,100)	34,900
Total Administration	1,176,213	1,191,276	1,175,535	1,165,456	1,370,820	205,364	1,268,351
Total Expenses	4,640,706	4,809,169	4,568,276	5,050,893	5,176,820	126,381	5,260,244
Change in Net Position	\$ (266,457)	\$ 249,903	\$ 1,014,668	\$ 926,031	\$ 120,780	\$ 805,705	\$ 120,956



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Direction Requested for Bollig Complaint on Stormwater Easement adjacent to CSAH 48

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

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: The Council received testimony from Dennis Bollig on Anabec Street about his concerns regarding stormwater entering the County's stormwater drainage easement in the back portion of his property. Staff has included several attachments for Council review. To provide background on the issue, see as follows:

- Bahma Addition was platted in 1977, with a drainage easement across several parcels, including Lot 3 which is what is under discussion.
- In 1987, Bollig was provided permission to install a garage within the drainage easement under the condition that the County would not be held liable for damages from use of the drainage easement for the garage.
- In 2001, the City reconstructed Cora Street (and other SW Brainerd streets) and connected to an existing section of storm sewer pipe extended from County Road 48. Calculations were completed at that time to determine that the additional stormwater drainage would stay within the drainage easement where the storm sewer outlets. Calculations are attached for reference.
- Bollig's complaint is that the City did connect illegally, resulting in damages to the property and requesting a project to appropriately address stormwater. Options he has requested is diversion of storm sewer flows elsewhere or grading within the easement.
- Multiple staff's have met with and discussed the issue with Mr. Bollig, including multiple City Engineers and County Engineers.

Staff with Council Member Czczok met with Mr. Bollig on 10/22 and again on 11/3 to discuss his concerns and receive feedback regarding his request. Based on the background items above, Mr. Bollig is requesting the City execute a contract with an Engineering firm to perform a Stormwater Engineering study to determine potential alternatives to provide a permanent piping solution to bypass the stormwater outside of the existing drainage easement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff has reviewed the request and the concerns. It is staff's opinion that the City connected appropriately to the storm sewer facilities installed by the County, including a recent MOU agreement that splits the cost of work within the easement

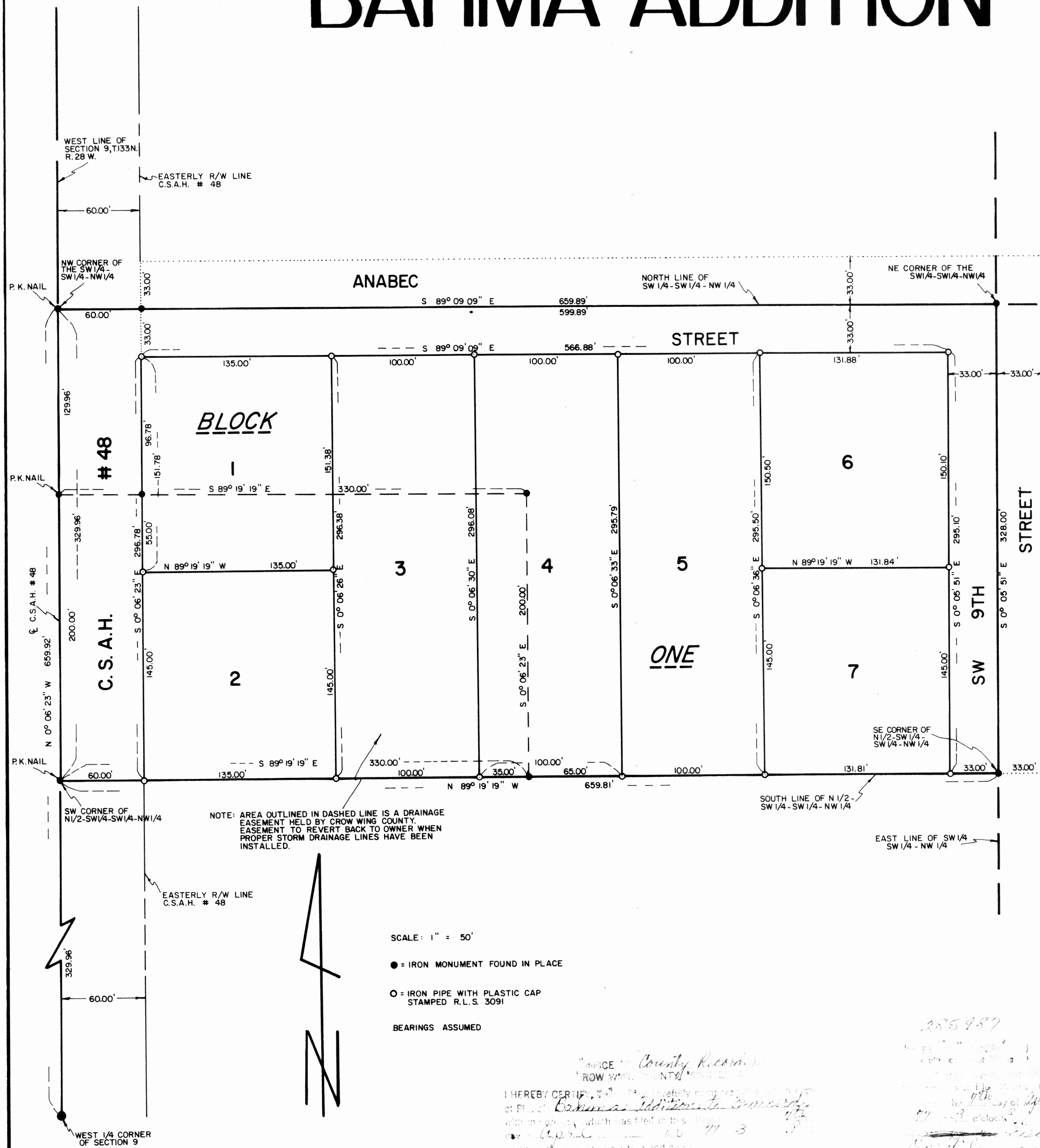
between the County and City. Further, staff has the opinion that the garage was installed under the understanding that the drainage easement was reserved for drainage and that any damages within that easement are waived. Staff discussed this matter with the City Attorney and are of the understanding that the matter is specific to the owner of the easement, Crow Wing County, and that the City does not have liability in the matter. It is staff's recommendation that the City does not initiate a project to divert or re-excavate at this property.

The request from Mr. Bollig to have a Stormwater Engineering study performed would require both investment and coordination with Crow Wing County. Staff is estimating that a study could be roughly \$100,000 to include record collection and a tabletop analysis for alternatives. Further, Crow Wing County would have to agree on having a study completed and participate in 30% of the cost, as this is their easement and the split is according to the MOU. Based upon all the background information, discussions with Crow Wing County staff and the City Attorney, staff's recommendation is that Mr. Bollig's request is denied and that no Stormwater Engineering study be performed.

RECOMMENDED ACTION/MOTION: Staff recommends that the City does not explore a Stormwater Engineering study to bypass stormwater in this area.

FINANCIAL IMPACT: Dependent on Council action.

BAHMA ADDITION TO BRAINERD



KNOW ALL MEN BY THESE PRESENTS: THAT DAVID L. BAHMA AND MICHELE A. BAHMA, HIS WIFE, ARE THE OWNERS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N1/2-SW1/4-SW1/4-NW1/4) SECTION 9, TOWNSHIP 133 NORTH, RANGE 28 WEST, CROW WING COUNTY, MINNESOTA, AND BEING DESIROUS OF PLATTING SAID LAND INTO LOTS AND STREETS HAVE HAD THE SAME SURVEYED AND THE ANNEXED PLAT THEREOF, MADE ACCORDING TO THE STATUTES IN SUCH CASES, MADE AND PROVIDED. THE NAME OF THIS PLAT SHALL BE BAHMA ADDITION TO BRAINERD. C.S.A.H. NUMBER 48, ANABEC STREET, AND SW 9TH STREET, THE ROAD AND STREETS INDICATED ON THE PLAT ARE HEREBY DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, SAID OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 4TH DAY OF APRIL, 1977.

DAVID L. BAHMA
MICHELE A. BAHMA

STATE OF MINNESOTA)
COUNTY OF CROW WING) SS

ON THIS 4TH DAY OF APRIL, 1977, BEFORE ME, A Notary Public within and for said County, personally appeared DAVID L. BAHMA and MICHELE A. BAHMA, his wife, to me personally known to be the persons described in and who executed the above dedication and they hereby acknowledge the same as their free act and deed.

MY COMMISSION EXPIRES: *MENDY R. ANTOLAK*
DEC. 10, 1982

Wendy J. Butrak
NOTARY PUBLIC
CROW WING COUNTY, MINNESOTA

I, DEAN M. ANDERSON, REGISTERED LAND SURVEYOR No. 3091, DO HEREBY CERTIFY THAT I HAVE, AT THE INSTANCE OF THE OWNERS, MADE THE ABOVE MENTIONED SURVEY AND PLAT OF BAHMA ADDITION TO BRAINERD AND ALL INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO WET LANDS OR PUBLIC ROADS OTHER THAN SHOWN ON THE PLAT ON THIS LAND. IRON MONUMENTS HAVE BEEN PLACED AT THE POINTS INDICATED ON THE PLAT FOR GUIDANCE OF FUTURE SURVEYS. THE BOUNDARIES OF THE PLAT ARE CORRECTLY SHOWN.

TLY SHOWN,

 REGISTERED LAND SURVEYOR
 MINNESOTA REG. No. 3091

STATE OF MINNESOTA)
COUNTY OF CROW WING) SS

ON THIS 4TH DAY OF April, 1977, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DEAN M. ANDERSON, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE HEREBY ACKNOWLEDGES THE SAME AS HIS FREE ACT AND DEED.

WENDY R. ANTOLAK
MY COMMISSION EXPIRES: DEC. 10, 1982

Wendy J. Antolak
NOTARY PUBLIC
CROW WING COUNTY, MINNESOTA

I, EINER R. ANDERSON, AUDITOR FOR CROW WING COUNTY, MINNESOTA, DO HEREBY CERTIFY THAT THE TAXES ON THE LANDS DESCRIBED HEREON HAVE BEEN PAID, FOR THE YEARS PRIOR TO 1977.

0 HEREBY CERTIFY THAT THE TAXES ON TH
Gene R. Anderson
 AUDITOR
 CROW WING COUNTY, MINNESOTA

I, DOUG M. ANDERSON, TREASURER FOR CROW WING COUNTY, MINNESOTA, DO HEREBY CERTIFY THAT THE TAXES ON THE LANDS DESCRIBED HEREON PAYABLE IN THE YEAR 1977, HAVE BEEN PAID.

TREASURER *Doug M. Anderson*
CROW WING COUNTY, MINNESOTA

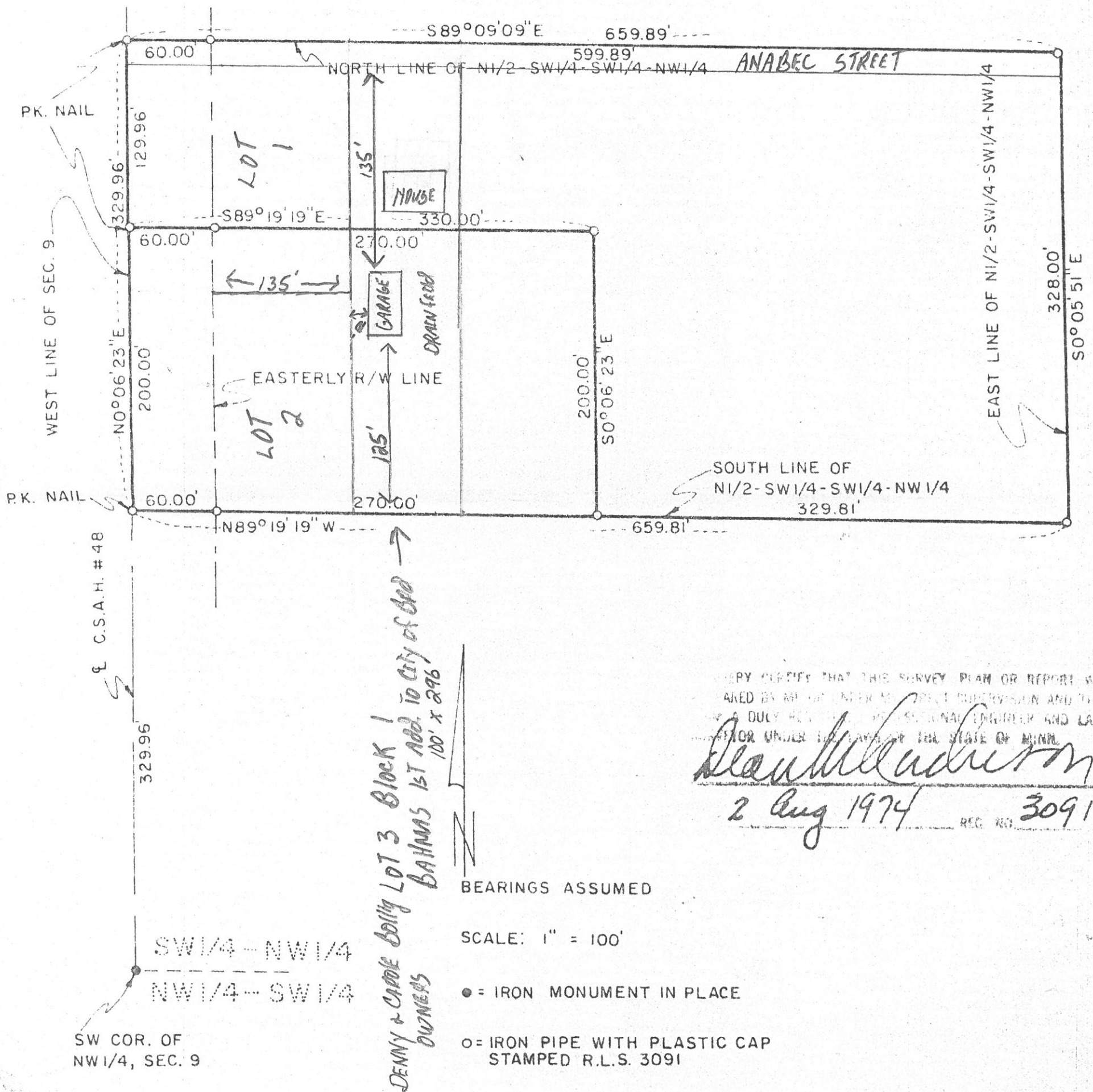
THIS PLAT OF BAHMA ADDITION TO BRAINERD WAS APPROVED BY THE COUNCIL FOR THE CITY OF BRAINERD, MINNESOTA, THIS 4th DAY OF April, 1977.

ATTEST: *Richard D. Johnson*
CITY CLERK

PRESIDENT OF THE COUNCIL

Leonard M. Haward

PLAT OF SURVEY
OF THE N1/2-SW1/4-SW1/4-NW1/4
SEC. 9, T.133N., R.28W.



March 29, 1979

Mr. Duane A. Blanck
202 Laurel Street Box 308
Brainerd, Minnesota 56401

Dear Duane:

I have hopes of constructing my family a new home on lot number 1 of the Bahma Addition To Brainerd.

I would, at this time, like to request permission to install a conforming sewage system that would extend into the County's drainage easement on my property. I understand that, if permission is granted, I would agree to the same conditions handed down for lot Number 4 of my addition as described in your letter of June 20, 1978.

I thank you for looking
into this matter for me,

David L. Bahma
901 Anabec st.
Brainerd, Minn.
56401

COUNTY HIGHWAY DEPARTMENT

CROW WING COUNTY, MINNESOTA

202 LAUREL STREET - BOX 308

BRAINERD, MINNESOTA 56401

Telephone (218) 829-1706

MAINTENANCE SUBSTATIONS

Emily, Minnesota

Deerwood, Minnesota

Pine Center, Minnesota

Pequot Lakes, Minnesota

Ideal Corners, Minnesota

DUANE A. BLANCK, P. E.

County Highway Engineer

ROBERT E. FLANSBURG

Asst. County Highway Engineer

EDWARD J. THEIEN

Highway Maintenance Supervisor

ORVILLE D. CHRISTENSEN

Office Manager

June 20, 1978

Mr. David Bahma
Route 11, Box 560
Brainerd, Minnesota 56401

Re: Request to use Drainage Easement; CSAH 48

Dear Dave:

In response to your request to utilize portions of the County's drainage easement on Lot 3, Block One of Bahma Addition to Brainerd a field inspection was made. We find your request reasonable and approve it under the conditions you suggested in your letter of request:

1. A conforming subsurface disposal system shall be properly installed.
2. The County in no way shall be liable for any damages which may result from use of the drainage easement for a sewer system.

It is suggested that certain landscaping be done to accommodate construction of the sewer system such as "benching" out as you did for the house on Lot 4.

I have advised Mrs. Bollig. Should you find this approval acceptable please sign the endorsement below and return one copy to this office.

Sincerely,

Duane A. Blanck
Duane A. Blanck
County Highway Engineer

DAB: pv

CC: City Engineer, Brainerd
County Attorney
Planning & Zoning Office

ENDORSEMENT

The undersigned hereby understands and agrees to the conditions so stated for the use and installation of an individual sewer system on the easement held by Crow Wing County concerning Lot 3, Block One, Bahma Addition to Brainerd.

Signed *David L. Bahma*

Date *June 23, 1978*

Annus D. Bollig
An Equal Opportunity Employer

file CSAH 48
\$ a copy w/
Drainage Easement
KAB
did on 6/26/78
PV

May 19, 1978

Mr. Duane Blanck
Crow Wing Co. Engineer
202 Laurel St.
Brainerd, Minn. 56401

Dear Mr. Blanck,

I am requesting permission to install a conforming sewer system and drain field in the County drainage easement on C.R. # 48. The lot concerned is lot number 3 of the Bahma Addition To Brainerd, (see attached plat). I am the deeded owner of this property and would be more than willing to sign a statement that would release the County from any obligation or liability. The portion concerned is in the high part of the easement.

Your prompt attention into this matter would be greatly appreciated.

Thank You,
David L. Bahma
David L. Bahma
Rt. 11, Box 560
Brainerd, Minn.
56401

*Site visited 6/15/78
OK — letter 6/20/78
to Bahma — DAB*

*Put original files on
— will send signed
one back — PL*

CONRAD A. BYE AUDITOR DUANE BLANCK HIGHWAY ENGINEER
 RICHARD D. ROTTSCHAER, M.D. CORONER MARGE WILLIAMS COURT ADMINISTRATOR
 FRANK BALL SHERIFF LANSIN HAMILTON LAND COMMISSIONER
 STEPHEN RATHKE ATTORNEY KATHY LUDENIA RECORDER
 LAUREEN E. BORDEN TREASURER MARTYN SCHMIDT ASSESSOR
 WAYNE L. LARSON SOCIAL SERVICE DIRECTOR
 DAVID R. SCHULDEISZ VETERAN SERVICE & EMERGENCY MANAGEMENT
 DAVID NEIMAN PLANNING & ZONING ADMINISTRATOR / SOLID WASTE ENVIRONMENTAL COORDINATOR

COUNTY COMMISSIONERS
 STEVE D. SIEVEK, CHAIRMAN HOWARD D. PETERSON
 MARY KOEP SYLVIA E. SCHMITT JOHN "JINX" FERRARI

TELEPHONE (218)



From

Office of the County
 Highway Engineer
 202 Laurel Street
 Brainerd, Minnesota 56401
 (218) 828-3960

CROW WING COUNTY

BRAINERD, MINNESOTA 56401

September 14, 1987

Mr. Dennis Bollig
 1001 Anabec Street
 Brainerd, MN 56401

Re: Request to Use Drainage Easement; CSAH-48

Dear Mr. Bollig:

In response to your request to utilize portions of the County's drainage easement on Lot 3, Block One of Bahma Addition to Brainerd, a review was made. We find your request reasonable and approve it under conditions you suggested in your letter of request:

1. Construction of a garage building in accordance with City of Brainerd requirements.
2. The County in no way shall be liable for any damages which may result from use of the drainage easement for the construction of a garage.
3. You, your heirs and/or subsequent owners shall hold the County harmless for any damages which may result from use of the drainage easement.

Please sign the below endorsement (both you and Carol) and return one copy for our records.

Sincerely,

Duane A. Blanck
 Duane A. Blanck, P.E.
 County Highway Engineer
 DAB/na

cc City Engineer, Brainerd
 County Attorney

ENDORSEMENT

The undersigned hereby understands and agrees to the conditions so stated herein for the use and construction of a garage on the easement held by Crow Wing County concerning Lot 3, Block One, Bahma Addition to Brainerd.

Signed *Dennis Bollig* *Carol Bollig*
 Date 9-15-87

September 14, 1987

Mr. Dennis Bollig
1001 Anabec Street
Brainerd, MN 56401

Re: Request to Use Drainage Easement; CSAH -48

Dear Mr. Bollig:

In response to your request to utilize portions of the County's drainage easement on Lot 3, Block One of Bahma Addition to Brainerd, a review was made. We find your request reasonable and approve it under conditions you suggested in your letter of request:

1. Construction of a garage building in accordance with City of Brainerd requirements.
2. The County in no way shall be liable for any damages which may result from use of the drainage easement for the construction of a garage.
3. You, your heirs and/or subsequent owners shall hold the County harmless for any damages which may result from use of the drainage easement.

Please sign the below endorsement (both you and Carol) and return one copy for our records.

Sincerely,


Duane A. Blanck, P.E.
County Highway Engineer
DAE/na

cc City Engineer, Brainerd
County Attorney

ENDORSEMENT

The undersigned hereby understands and agrees to the conditions so stated herein for the use and construction of a garage on the easement held by Crow Wing County concerning Lot 3, Block One, Bahma Addition to Brainerd.

Signed _____

Date _____

DATE		
REF.		
ENS.		
ACCT.	✓	BS
OTICE		
P.A.		
MAINT.	✓	all
CHOP		
SLIP		

August 24, 1987

Crow Wing County Highway Dept.
202 Laurel Street
Brainerd, MN 56401

Dear Sir:

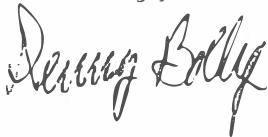
I am requesting use of a portion of the county's drainage easement on lot 3, Block one of Bahma's first addition to the city of Brainerd. The purpose of this request is to build a garage.

We would agree to a Hold Harmless statement in which the county in no way shall be liable for any damages which may result from use of the drainage easement.

Enclosed is a copy of the plat survey of the area that shows the placement of the garage and the existing drainfield in relationship to the ponding area.

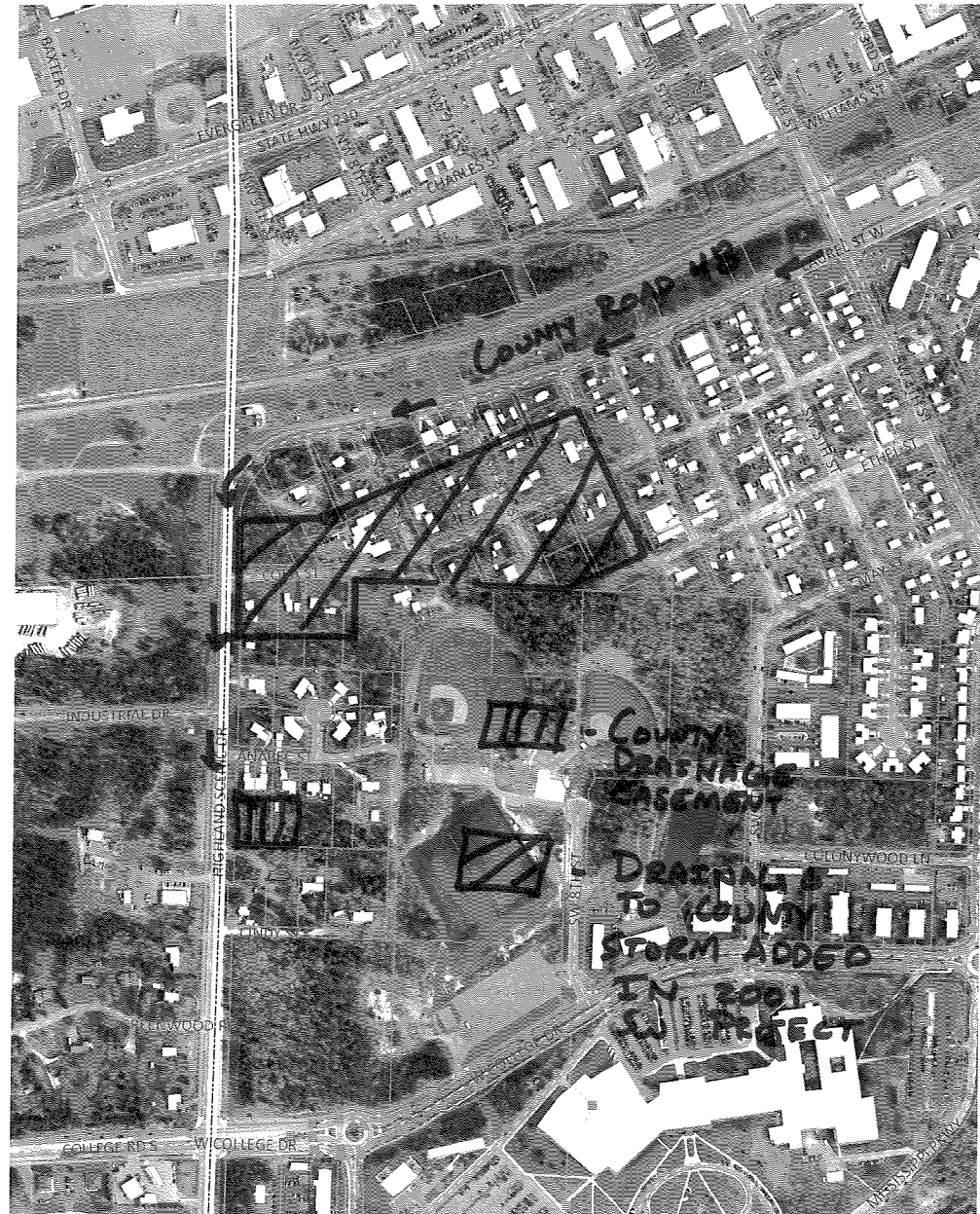
Your prompt attention to this matter will be greatly appreciated.

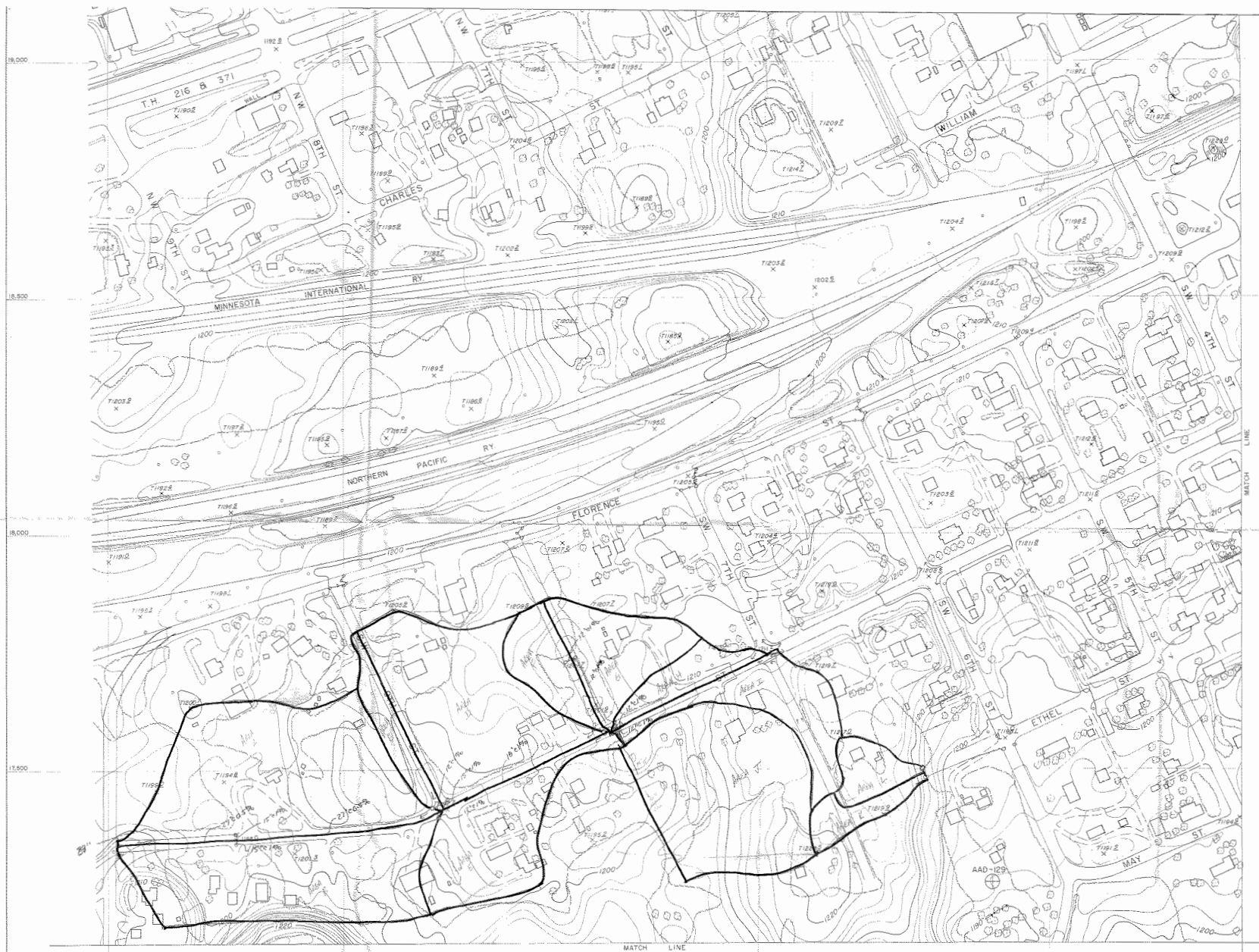
Sincerely,

A handwritten signature in cursive script, appearing to read "Denny Bollig".

Denny Bollig

enc.





Area	Sq Ft	Acres
A	145,458	3.26
B	113,450	2.60
C	17,670	0.41
D	111,755	2.57
E	63,810	1.47
F	27,203	0.62
G	44,873	1.03
H	19,048	0.45
I	41,190	1.02
J	177,560	2.70
K	135,63	0.31
L	14,657	0.33

SHEET INDEX

1	2	3
4	5	6
7	8	9

NOTE
VERTICAL DATUM IS MEAN SEA LEVEL.
20' INTERVALS

10 YEAR STORM DESIGN -

AREA L -

$$L = 200'; V = 1 \text{ FT/SEC}; T_c = 200 \text{ SEC} = 3.33 \text{ min} \quad \text{STRAIN MINIMUM}$$

$$I = 7.1 \text{ in/hr}$$

$$A = 0.38 \text{ ACRES}$$

$$C = 0.35$$

$$Q = CIA = (7.1)(0.38)(.35) = 0.944 \text{ CFS}$$

TRY 12" @ 1% -

$$Q = \left(\frac{1.486}{1.012} \right) \left(\frac{D}{4} \right)^{2.48} (A) (0.01)^{1/2} = \left(\frac{1.486}{1.012} \right) (125)^{2.48} (0.785)(0.01)^{1/2} = 3.85 \text{ CFS} \quad \text{OK}$$

USE 12" @ 1% -

AREA K

$$L = 300'; V = 1 \text{ FT/SEC}; T_c = 5 \text{ min}$$

$$I = 7.1 \text{ in/hr}; A = 0.31 \text{ ACRES}; C = 0.35$$

$$Q = CIA = (7.1)(0.31)(.35) = 0.77 \text{ CFS}$$

$$\text{AREA L+K Total Flow} = 0.944 + 0.77 = 1.71 \text{ CFS} < 3.85 \text{ CFS} \quad \text{USE 12" @ 1%}$$

AREA I -

$$L = 700'; V = 1 \text{ FT/SEC}; T_c = 11.67 \text{ min}$$

$$I = 5.25 \text{ in/hr}; A = 1.02 \text{ AC}; C = 0.35$$

$$Q = CIA = (5.25)(1.02)(.35) = 1.87 \text{ CFS} \quad \text{12" @ 1% CB LEAD}$$

AREA H - A = 0.45 AC -

$$Q = CIA; T_c = 11.67 \text{ min}; I = 5.25 \text{ in/hr}; C = 0.35$$

$$Q = (5.25)(0.45)(0.35) = 0.82 \text{ CFS}$$

AREA F -

$$Q = CIA; C = 0.35; T_c = 11.67 \text{ min}; I = 5.25 \text{ in/hr}; A = 0.62 \text{ AC}$$

$$Q = (0.35)(5.25)(0.62) = 1.14 \text{ CFS} \quad \text{USE 12" @ 1%}$$

AREA G -

$$Q = CIA; C = 0.35; T_c = 11.67 \text{ min}; I = 5.25 \text{ in/hr}; A = 1.03 \text{ AC}$$

$$Q = (0.35)(5.25)(1.03) = 1.89 \text{ CFS}$$

AREA F+G.

$$1.14 + 1.89 \text{ cfs} = 3.03 \text{ cfs} < 3.85 \text{ cfs} \cdot \text{USE } 12" @ 1\%$$

AREA J.

$$Q = CIA; C = 0.35; T_c = 11.67 \text{ min}; I = 5.25 \text{ in/hr}; A = 2.70 \text{ ac.}$$

$$Q = (0.35)(5.25)(2.70) = 4.96 \text{ cfs} \cdot \text{USE } 15" @ 1\% = 7.00 \text{ cfs}$$

MAIN PIPE BETWEEN 8th & 9th - L = 380 ft.

$$\text{TOTAL FLOW} = H + I + J + F + G$$

$$= 0.82 + 1.87 + 4.96 + 1.14 + 1.89$$

$$= 10.68 \text{ cfs}$$

STREET GRADE - 2% - ADE GRADE - 2%

380 ft - 4' DROP - 1%

380

$$Q - 12" @ 2\% = 5.44 \text{ cfs}$$

$$Q - 15" @ 2\% = \frac{1.486}{1.012} (1.3125)^{2/3} (1.23)(.02)^{1/2} = 9.91 \text{ cfs} \cdot \text{USE } 15" @ 2\% = 11.00 \text{ cfs} \cdot \text{GOOD}$$

$$Q - 18" @ 2\% = \frac{1.486}{1.012} (1.375)^{2/3} (1.70)(.02)^{1/2} = 16.02 \text{ cfs} @ 1\% = 11.32 \text{ cfs}$$

$$V/B = 7.05 \text{ ft/sec} = 6.40 \text{ ft/sec}$$

USE 18" @ 1%

$$\text{AREAS} - C, D \& E \quad T_c = 11.67 + (400/6.4)/60 = 12.71 \text{ min.}$$

AREA C.

$$Q = CIA; C = 0.35; T_c = 12.40; I = 5.1 \text{ in/hr}; A = 0.41 \text{ ac.}$$

$$Q = (0.35)(5.1)(0.41) = 0.73 \text{ cfs} \cdot \text{USE } 12" @ 1\%$$

AREA D.

$$Q = CIA; C = 0.35; T_c = 12.40; I = 5.1 \text{ in/hr}; A = 2.57 \text{ ac.}$$

$$Q = (0.35)(5.1)(2.57) = 4.59 \text{ cfs}$$

$$\text{TRY } 15" @ 1\% = 7.00 \text{ cfs} \cdot \text{OK} \quad \text{OR } 12" @ 2\% = 5.44 \text{ cfs}$$

AREA E.

$$Q = CIA; C = 0.35; T_c = 12.40; I = 5.1 \text{ in/hr}; A = 1.47 \text{ ac.}$$

$$Q = (0.35)(5.1)(1.47) = 2.62 \text{ cfs} \cdot \text{USE } 12" @ 1\%$$

MAIN LINE BETWEEN 9th & LOW POINT - L=470 FT -

$$Q = 3.9 \text{ MAIN LINE} + \text{AREAS C, D \& E}$$

$$= 10.68 + 0.73 + 4.59 + 262$$

$$= 18.62 \text{ cfs}$$

STREET GRADE - $25' / 470 = 0.53\%$ - TRY 0.5% ON PIPE -

$$Q - 24" \text{ @ } 0.5\% = \left(\frac{1.489}{1.012} \right) (150)^{2.45} (3.14) (1.005)^{1/2} = 17.32 \text{ cfs} - \text{TRY } 0.5\% = 18.00 \text{ cfs}$$

$$Q - 27" \text{ @ } 0.5\% = \left(\frac{1.489}{1.012} \right) (156.25)^{2.45} (3.97) (1.005)^{1/2} = 23.68 \text{ cfs} - V = 5.96 \text{ FT/SEC}$$

STUB - 1188/16 - 110 FT @ 0.45%

163' TO LOW POINT -

$$\text{AREA A - } T_c = 12.71 + (470 / 5\%) / 60 = 19.02 \text{ min} - I = 4.85 \text{ in/hr}$$

$$Q = CIA ; C = 0.35 ; I = 4.85 ; A = 3.26 \text{ ac}$$

$$Q = (0.35 \times 4.85 \times 3.26) = 5.53 \text{ cfs} - \text{USE } 15" \text{ @ } 1\%$$

AREA - B -

$$Q = CIA - C = 0.35 ; I = 4.85 ; A = 260 \text{ ac}$$

$$Q = (0.35 \times 4.85 \times 260) = 4.41 \text{ cfs} - \text{USE } 15" \text{ @ } 1\%$$

LAST LEG - TOTAL FLOW = $18.62 + 5.53 + 4.41 = 28.56 \text{ cfs}$

$$Q - 27" \text{ @ } 0.5\% = 23.68 \text{ cfs} - \text{HAVE TO USE}$$

CROSS-JURISTICTIONAL MAINTENANCE AGREEMENT
BETWEEN CROW WING COUNTY AND CITY OF BRAINERD

This Agreement is made and entered into this day of May 1, 2024, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "Crow Wing", and the City of Brainerd, a municipal corporation of the State of Minnesota, 501 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "Brainerd".

WHEREAS, Crow Wing and Brainerd both contribute stormwater from area public roads to a stormwater pond located at CSAH 48 (Highland Scenic Road/Highland Scenic Dr. S.) and Anabec Street in the City of Brainerd (see map, Exhibit A), hereinafter referred to as "the stormwater pond"; and,

WHEREAS, Crow Wing has performed stormwater pond maintenance operations at the stormwater pond for a long period of time with no formal agreement in place; and,

WHEREAS, Crow Wing and Brainerd wish to establish a clear set of responsibilities and expectations with respect to maintenance operations of the stormwater pond and to formalize the long-standing unwritten agreement between Crow Wing and Brainerd.

NOW THEREFORE Crow Wing and Brainerd agree to the following:

1. MAINTENANCE

Crow Wing will be responsible for ensuring periodic maintenance is performed on the stormwater pond. Maintenance shall include:

- sediment removal;
- weed/brush control;
- right of way/easement enforcement;
- signage;
- cleaning/trash removal;
- emergency situations that pose a danger to public safety, storm sewer/drainage structures or devices;
- washouts;
- and any other type of normal stormwater pond maintenance.

2. COSTS

Crow Wing will be responsible for 30% of the costs and Brainerd will be responsible for 70% of the costs. This calculation was determined by the percentage of stormwater entering the pond from each entity. Materials and services shall be invoiced by Crow Wing to Brainerd for services provided in accordance with this agreement.

3. EXCLUSIONS

Maintenance does not include engineered construction or road reconstruction.

4. TERMINATION

Neither entity may terminate this agreement unless mutually agreed upon in writing and approved by both the Crow Wing County Board of Commissioners and the City of Brainerd City Council.

5. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Crow Wing County Engineer, 16589 County Road 142, Brainerd, Minnesota, 56401, on behalf of Crow Wing County, and the City of Brainerd City Engineer, 501 Laurel Street, Brainerd, Minnesota 56401.

6. INDEMNIFICATION

To the extent allowed by law, Crow Wing and Brainerd mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

Each party shall obtain and keep in full force and effect at its own cost and expense for the duration of this Agreement insurance coverage with limits no lower than those set forth in Minnesota Statutes § 466.04 or as may be amended. Adequate or otherwise required insurance coverage obtained through the Minnesota Counties Intergovernmental Trust, Minnesota Association of Townships Insurance Trust, or League of Minnesota Cities Insurance Trust satisfies the insurance requirements of this section.

7. ENTIRE AGREEMENT

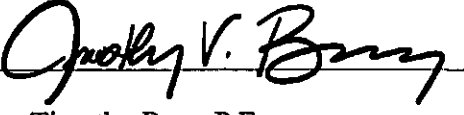
It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof.

8. MODIFICATION OF AGREEMENT

Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties. In that regard, the parties shall review the terms of this Agreement no later than May 1, 2028, and, if necessary, modify the terms of the Agreement to suit the then current conditions.

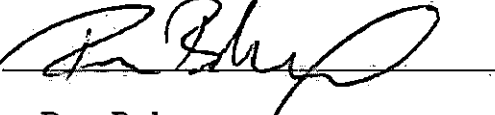
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

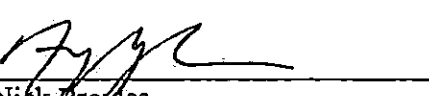
COUNTY OF CROW WING

By: 
Timothy Bray, P.E.
Crow Wing County Engineer

Date: 5/21/2024

CITY OF BRAINERD

By: 
Dave Badeaux
City of Brainerd Mayor

By: 
Nick Brosies
City Administrator

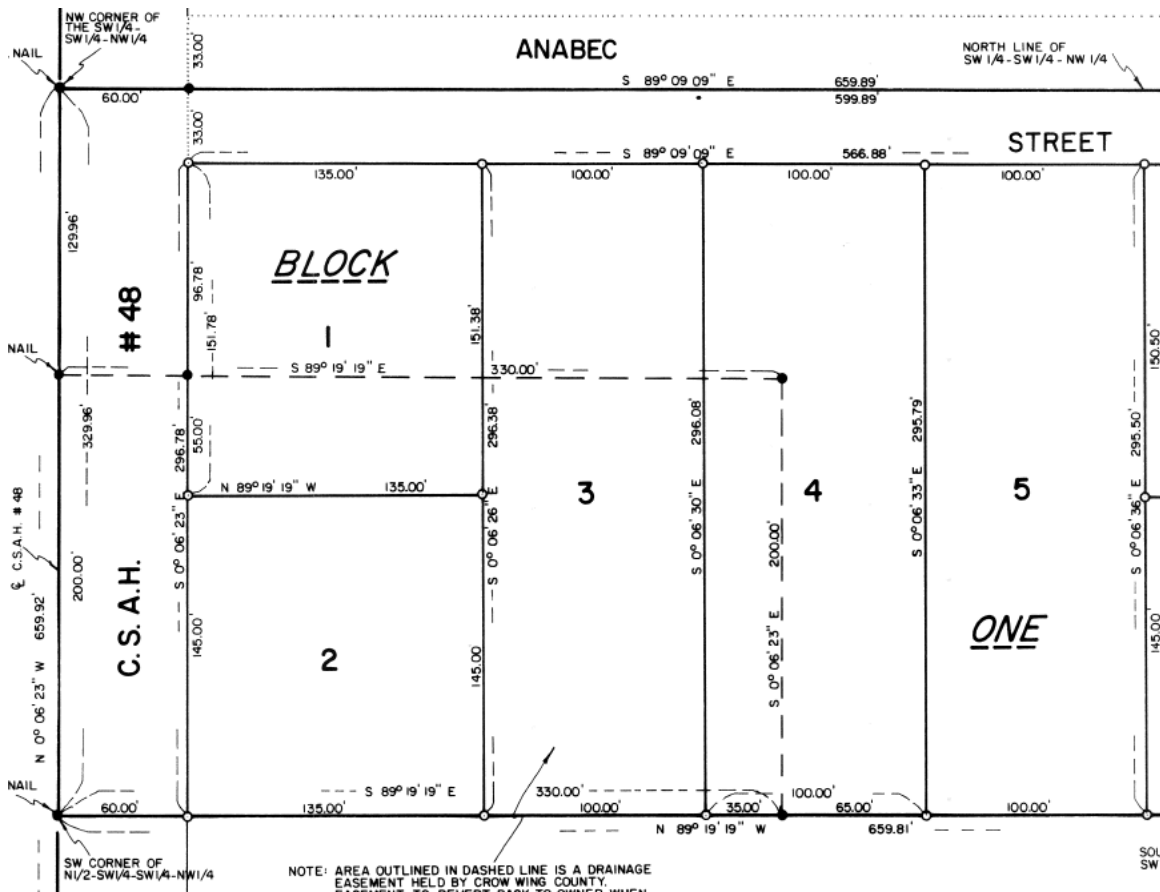
Date: 21 May 24

ATTEST:

APPROVED:

By: 
Stephanie Shook
Asst. Crow Wing County Attorney

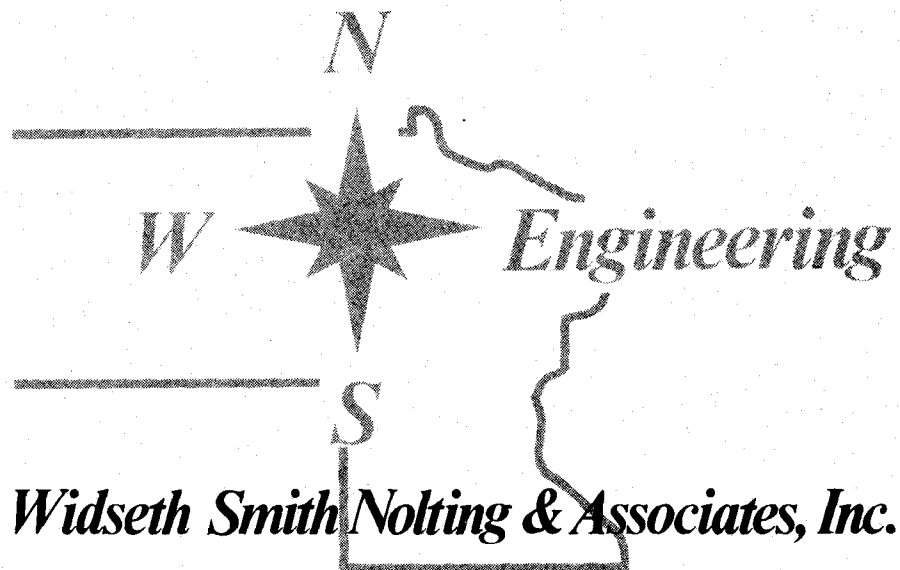
Date: 5/22/24



84-7

A REPORT TO
THE CITY OF
BRAINERD, MN
FOR
SOUTHWEST BRAINERD
AREA IMPROVEMENTS

BY

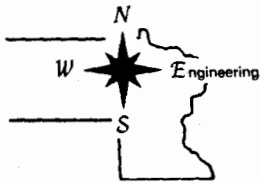


Engineers, Architects & Land Surveyors

Brainerd
401 Golf Course Drive-Baxter
P.O. Box 765
Brainerd, Minnesota 56401
218-829-5117

Crookston
216 South Main Street
P.O. Box 458
Crookston, Minnesota 56716
218-281-6522

Alexandria
1224 North Nokomis
Alexandria, Minnesota 56308
612-762-8149



Widseth Smith Nolting & Associates, Inc.

ENGINEERS, ARCHITECTS & LAND SURVEYORS

216 South Main Street
P.O. Box 458
CROOKSTON, MN 56716
218-281-6522

1224 North Nokomis
ALEXANDRIA, MN 56308
612-762-8149

401 Golf Course Drive-Baxter
P.O. Box 765
BRAINERD, MN 56401
218-829-5117

RICHARD A. WIDSETH
HOWARD C. SMITH
DONALD L. NOLTING
R.A. "Art" DESAUTELS
RONALD J. STAHLBERG
DONALD D. ANDERSON
BRUCE R. BUXTON
TIMOTHY J. MOE
ALVIN H. MOEN
JEFFREY W. MILLER
GEORGE R. KRIHA
OMAR E. ROOD
WALTER J. FORNEY
BROOKE L. SILVERNAIL

Honorable Mayor and City Council
City of Brainerd
City Hall
Brainerd, MN 56401

RE: Report on Southwest Brainerd
Area Improvements

Gentlemen:

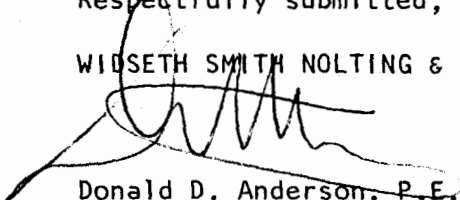
Enclosed, in accordance with your request, is our Report on the Southwest Brainerd Area Improvements.

The report reviews the feasibility of improving West College Drive and discusses various alternates for providing sanitary and storm sewer to the area. Our conclusions and recommendations for the proposed improvements are summarized in the report.

Thank you for the opportunity to provide this service and we look forward to serving you in the future.

Respectfully submitted,

WIDSETH SMITH NOLTING & ASSOCIATES, INC.


Donald D. Anderson, P.E.

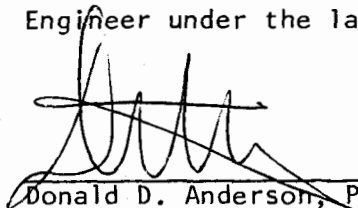
Encl.

REPORT
On
SOUTHWEST BRAINERD
AREA IMPROVEMENTS

Prepared for the
City of Brainerd, Minnesota

By
WIDSETH SMITH NOLTING & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
Brainerd, Minnesota

I hereby certify that this report was prepared by me or under
my direct supervision and that I am a duly Registered Professional
Engineer under the laws of the State of Minnesota.


Donald D. Anderson, P.E.

DATE: 1/3/85 REG NO. 10518

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APPENDIX

DETAILED COST ESTIMATES

STATEMENT OF PURPOSE

The City of Brainerd authorized Widseth Smith Nolting & Associates, Inc., to prepare an engineering report concerning proposed improvements in the Southwest Area of Brainerd.

The purpose of this report is to determine the feasibility of the construction of West College Drive and evaluate the alternatives of serving the Southwest area with storm sewer and sanitary sewer.

The report will include the following:

1. Review, analyse and re-evaluate recommendations made in past storm sewer studies of the area. Provide alternate storm sewer solutions which will include an analysis of discharge by pumping verses gravity.
2. Provide alternatives and develop an overall plan to service the area with sanitary sewer. Included will be the location of lift stations required to service the area based on the selected plan. An evaluation of the siphon line under the Mississippi River will be made and alternative methods of the siphon elimination will be provided.
3. Provide a preliminary design for a nine (9) ton street on West College Drive.
4. Provide cost estimates for the proposed improvements including each alternate.
5. Make recommendations on the various alternates that appear to be in the best interest of the City.

SCOPE

The area under study generally consists of the portion of Brainerd West of the Mississippi River and South of Florence Street. The project study area is shown as Exhibit 1.

The primary objective of this report is to determine a preliminary design for a nine (9) ton street on West College Drive between proposed Southwest Sixth Street and County State-Aid Highway 48. However, prior to improving this street segment the underground utility needs of the area will be determined.

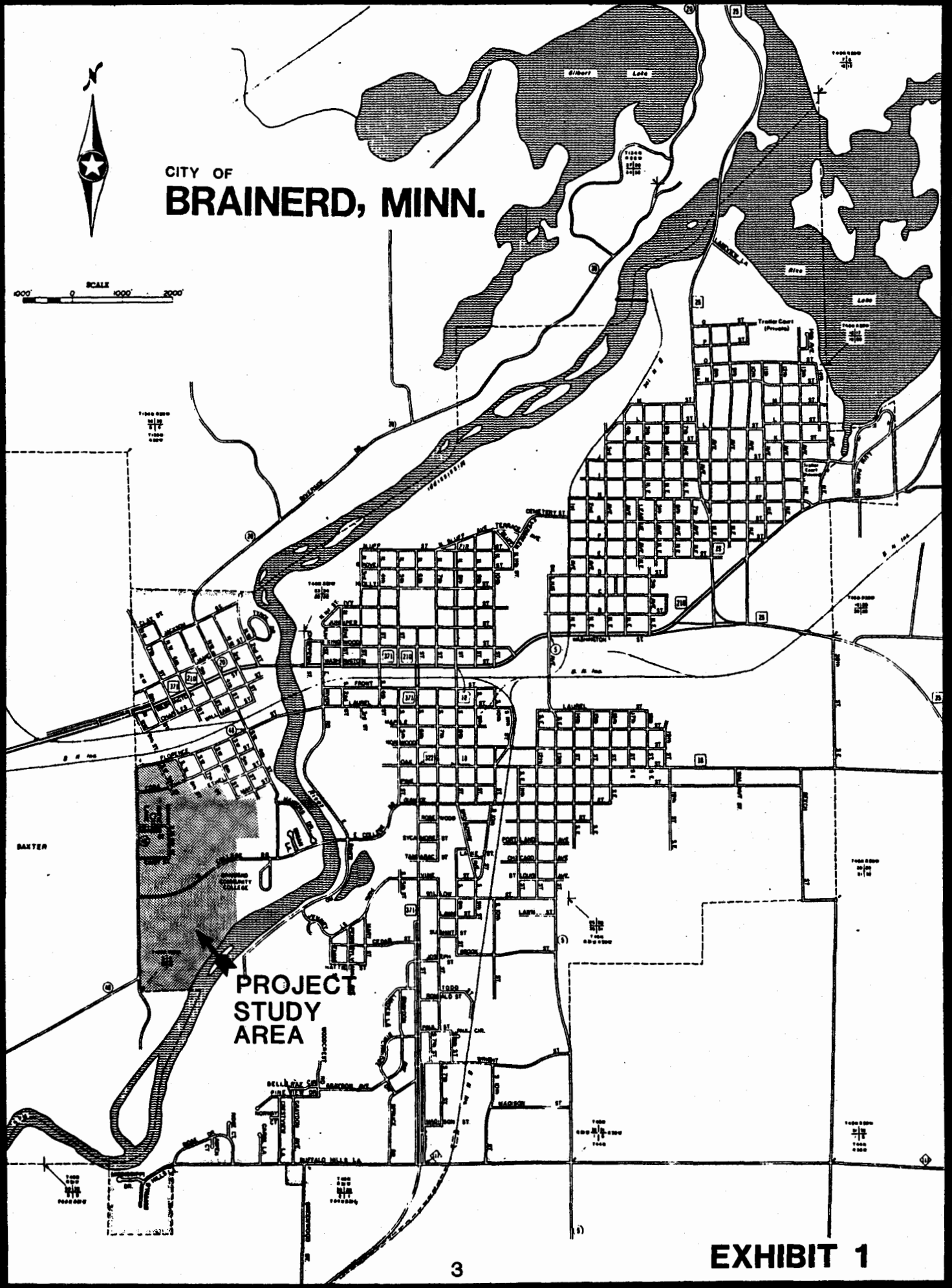
The report will cover the storm sewer and sanitary sewer requirements for the area. The watermain was constructed along the segment in recent years and adequately serves the needs of the area.

The report begins by addressing the street improvements and follows with the analysis of the storm sewer and sanitary sewer needs.



CITY OF BRainerd, MINN.

SCALE
0 1000' 2000'



STREET IMPROVEMENTS

The street segment under consideration is West College Drive between proposed Southwest Sixth Street and County State-Aid Highway 48. This street segment is currently on the State-Aid and Federal-Aid systems for the City of Brainerd and is classified a collector street.

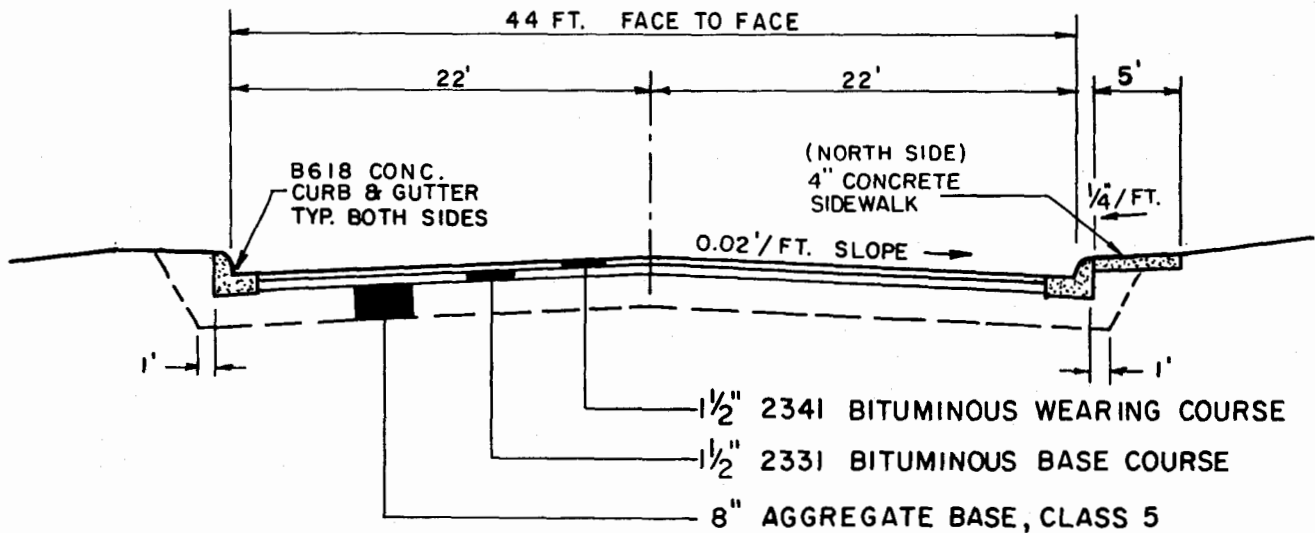
This segment of West College Drive is the last unimproved roadway between Trunk Highway 371 and County State-Aid Highway 48. The highway section between Trunk Highway 371 and County State-Aid Highway 48 provides critical transportation services to the Brainerd High School, Community College and Junior College. Also proposed for this area is the new State of Minnesota, Department of Natural Resources, Service Center.

The street segment under construction has been graded and surfaced with aggregate material. The vertical and horizontal alignment was established when the watermain was constructed and there currently exists an eighty (80) foot right-of-way. The sanitary sewer and storm sewer needs will be discussed later in the report.

The proposed design for this street segment is to construct a forty-four (44) foot wide street with a five (5) foot sidewalk along the north side. This provides two (2) twelve (12) foot driving lanes and two (2) ten (10) foot parking lanes. The street will be designed as a nine (9) ton per axle design strength. The typical section for the proposed street design is shown as Exhibit 2.

This design conforms with the widths and design strengths of the already improved portions of West and East College Drive. The sidewalk along the north side of the street conforms with the existing sidewalk system.

CITY OF
BRAINERD, MINN.
STREET DESIGN
WEST COLLEGE DRIVE



TYPICAL SECTION

STORM SEWER NEEDS

The area under study for storm sewer is generally located west of the Mississippi River and south of Florence Street. The study area and the storm water drainage areas are shown as Exhibit 3. The total drainage area contains approximately 210 acres.

The storm sewer needs of this area were previously studied in a report by Toltz, King, Duvall, Anderson and Associates, Inc., of St. Paul, Minnesota, in March of 1974. The report presented three (3) alternate conceptual layouts for the storm sewer in the area.

We have elaborated on their report and have developed four (4) alternate approaches to providing storm sewer to this area. All the alternates are designed on a five (5) year frequency storm basis using the rational method. All alternates connect to and become an integral part of the existing storm sewer running along Florence Street and CSAH 48.

The following is a description of the four (4) alternates:

CITY OF
BRainerd, MINN.

STORM SEWER STUDY AREA AND
DRAINAGE AREAS

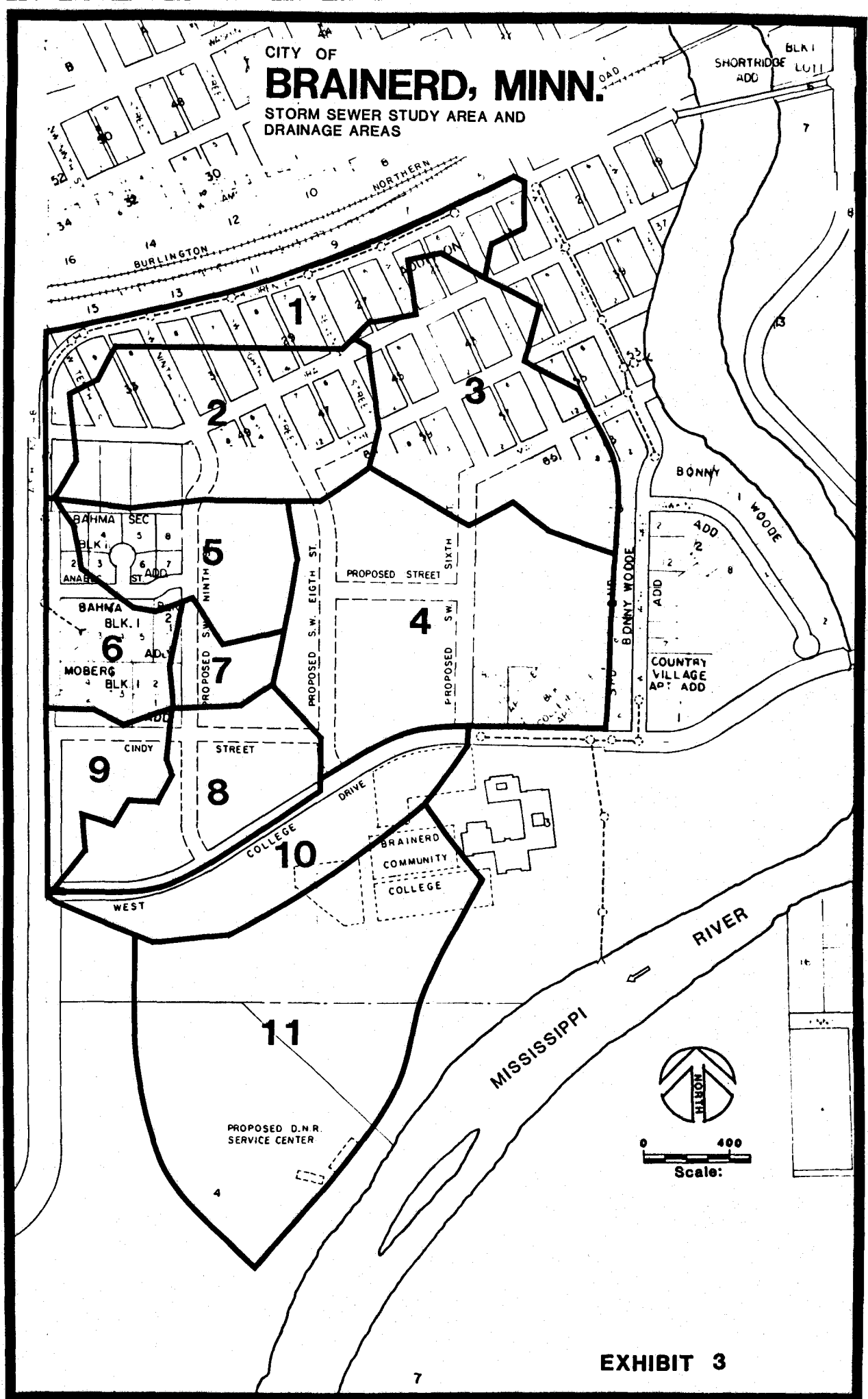


EXHIBIT 3

ALTERNATE 1:

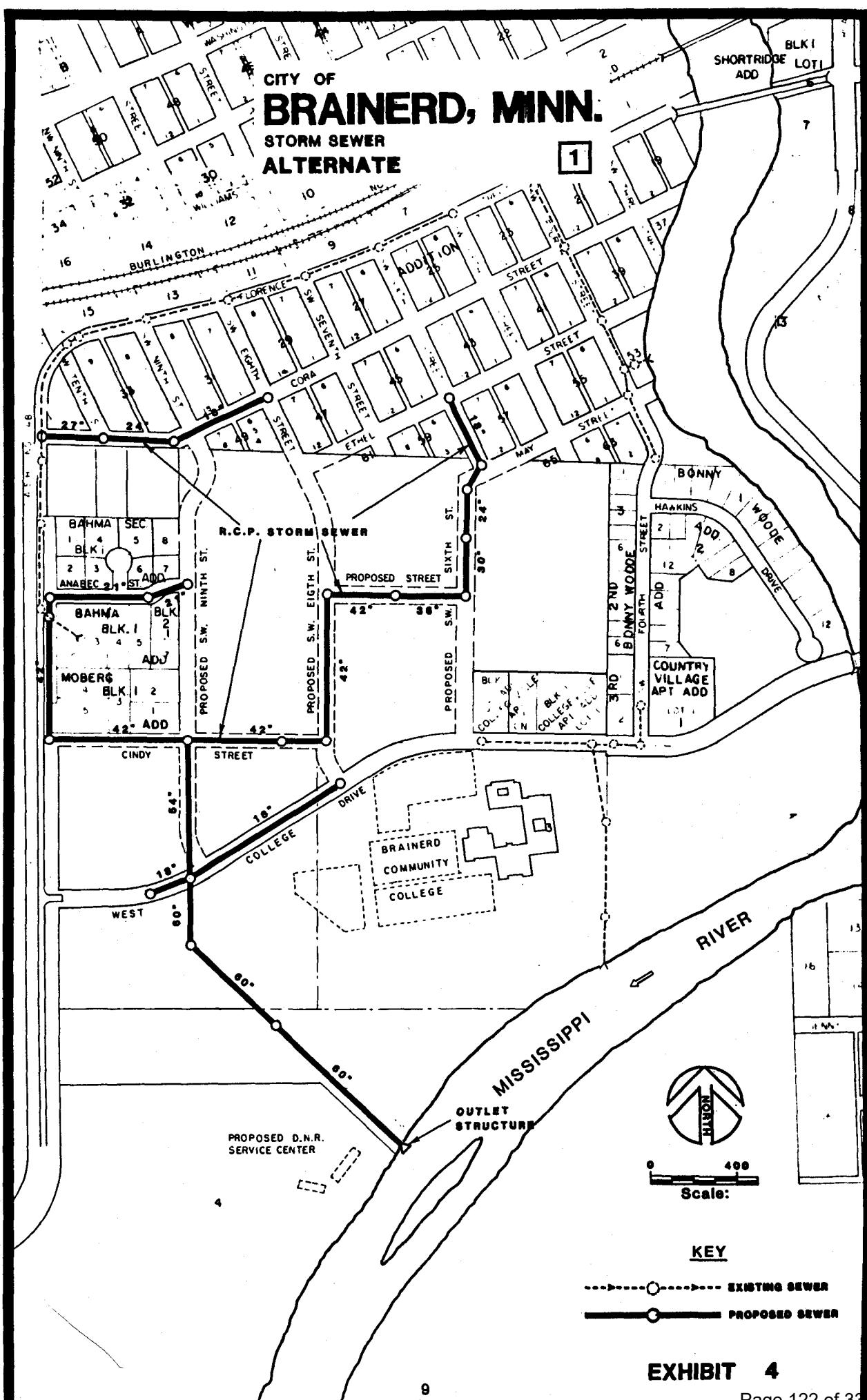
Alternate 1 consists of draining the entire area by gravity through a network of pipes ending with a single outfall pipe. The layout of this alternate is shown as Exhibit 4.

This alternate allows the complete development of the area without acquisition of any land except the proposed street right-of-way. The excavation depths for the storm sewer become excessive towards the outlet resulting in high construction costs.

The portion of this alternate required to be constructed, if West College Drive is improved, will consist of the storm sewer along West College Drive and the sixty (60) inch outlet line.

CITY OF BRAINERD, MINN. STORM SEWER ALTERNATE

1



0 400
Scale:

KEY

- EXISTING SEWER
- PROPOSED SEWER

EXHIBIT 4

ALTERNATE 2:

Alternate 2 is similar to Alternate 1 except the eastern portion of the drainage area is being routed through a detention pond. The layout of this alternate is shown as Exhibit 5.

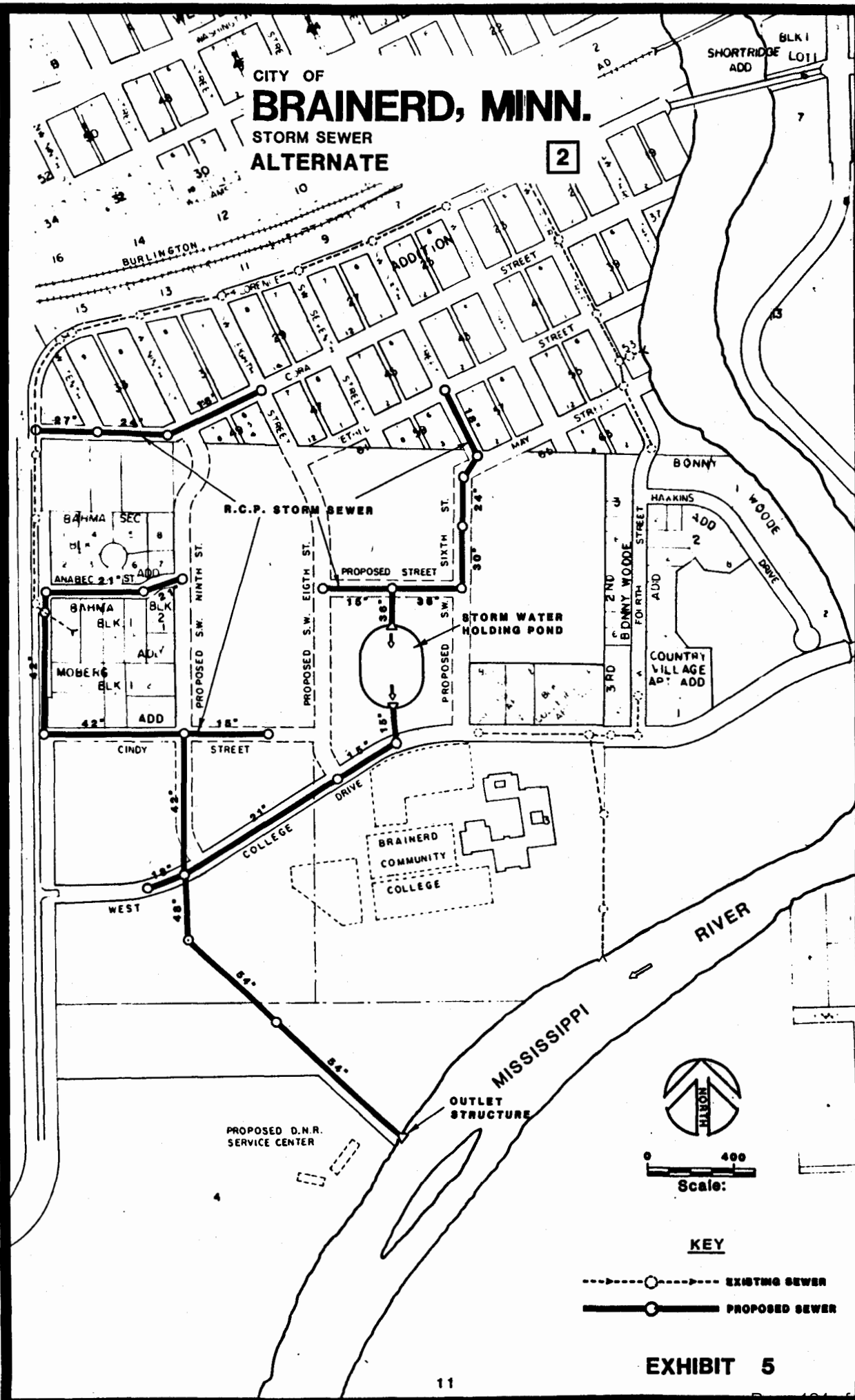
This alternate allows the complete development of the area except for the land needed for the pond and the proposed street right-of-way. The pond will require approximately a two (2) acre area and a total storage of ten (10) acre-feet.

The discharge from the pond will be by gravity and will still require excessive excavation depths for the storm sewer at the outlet end. However, by using the detention pond concept the outlet pipe size can be reduced.

The portions of this alternate required to be constructed, if West College Drive is improved, will consist of the storm sewer along West College Drive and the fifty-four (54) inch outfall line.

CITY OF
BRainerd, MINN.
 STORM SEWER
 ALTERNATE

2



KEY

- EXISTING SEWER
- PROPOSED SEWER

EXHIBIT 5

ALTERNATE 3:

Alternate 3 takes the entire drainage area north of West College Drive and routes it through a detention pond. The layout of this alternate is shown as Exhibit 6.

This alternate is similar to Alternate 2 and allows the complete development of the area except for the land needed for the pond and the proposed street right-of-way. The pond will have the same requirements as Alternate 2.

The discharge from the pond will be by gravity and will still require extremely deep storm sewer towards the outlet end. The routing of the entire area north of West College Drive through the pond will further reduce the outlet pipe sizes.

The portions of this alternate required to be constructed, if West College Drive is improved, will consist of the storm sewer along West College Drive and the forty-two (42) inch outfall line.

CITY OF BRainerd, MINN. STORM SEWER ALTERNATE

3

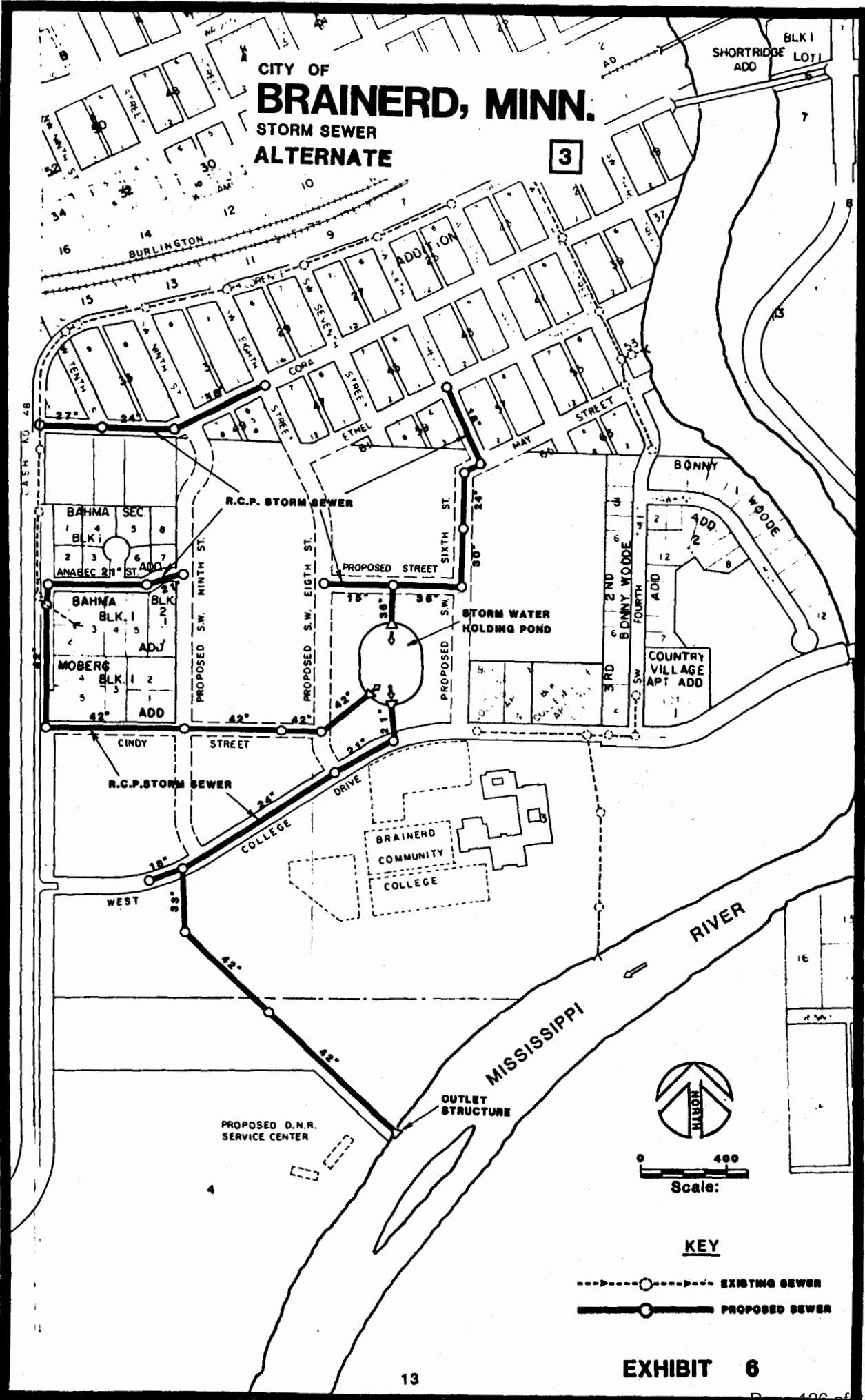


EXHIBIT 6

ALTERNATE 4:

Alternate 4 is similar to Alternate 3 but uses pumps and a forcemain to discharge from the holding pond. The layout of this alternate is shown as Exhibit 7.

This alternate is similar to Alternates 2 and 3 and allows the complete development of the area except for the pond and proposed street right-of-way. The pond will have the same requirements as Alternates 2 and 3.

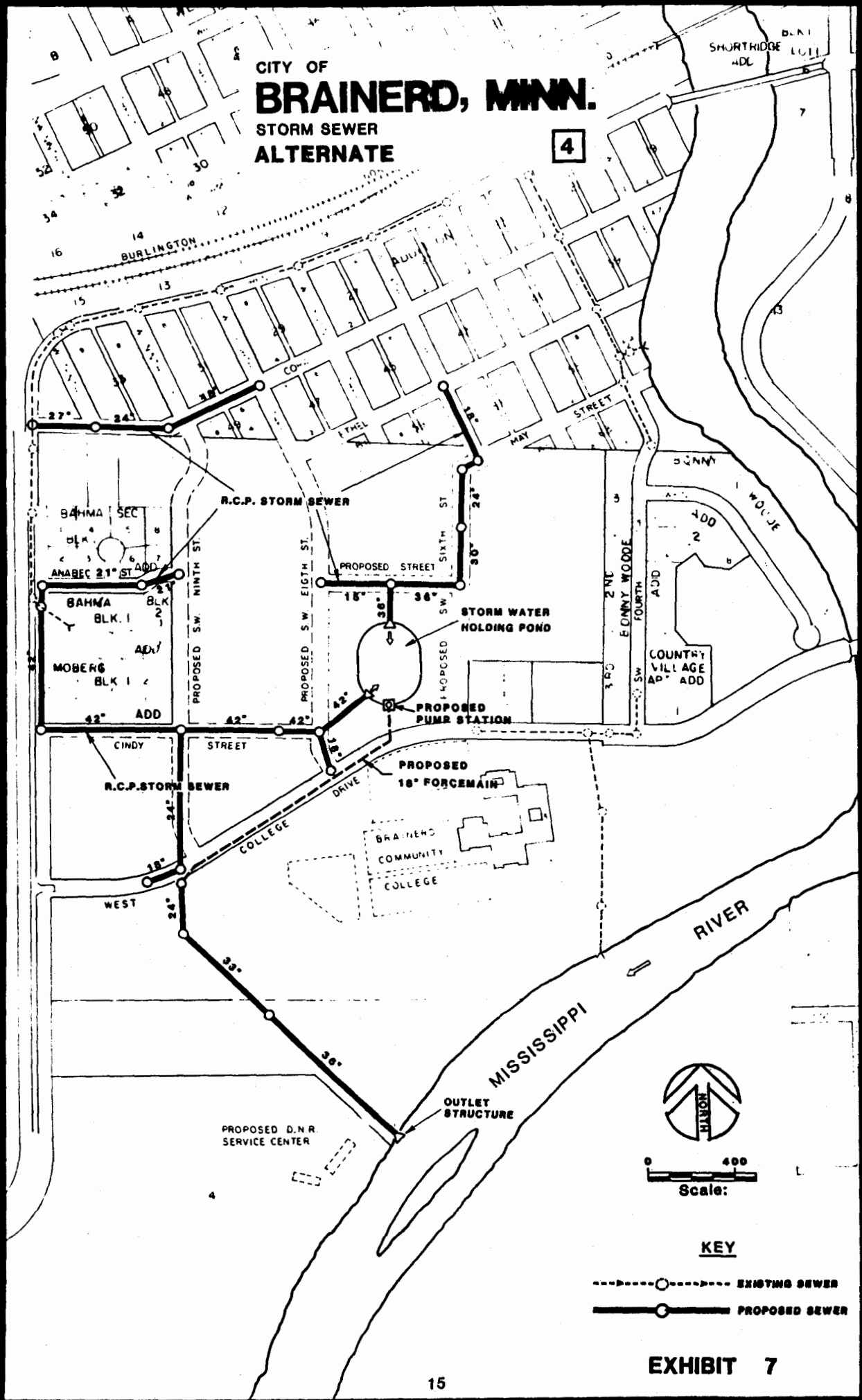
This alternate uses the principals of the detention pond to limit outlet pipe sizes. It also pumps the outfall water to a higher elevation allowing shallower storm sewer depths towards the outlet end.

The disadvantage of this alternate is the energy costs required to run the pumps. The other three (3) alternates are gravity flow which have no energy requirements. Pump maintenance and replacement is another operational cost required by Alternate 4.

The portions of this alternate required to be constructed, if West College Drive is improved, will consist of the portions of the storm sewer needed to drain West College Drive to the pond, the pond, pumping station, and the outlet piping.

CITY OF BRainerd, MINN. STORM SEWER ALTERNATE

4



0 400
Scale:

KEY

- EXISTING SEWER
- PROPOSED SEWER

EXHIBIT 7

SANITARY SEWER NEEDS

The primary area under study for sanitary sewer consists of the portion of Brainerd west of the Mississippi River and south of Florence Street. The study area is shown as Exhibit 8 and is primarily undeveloped and has no sanitary sewer system.

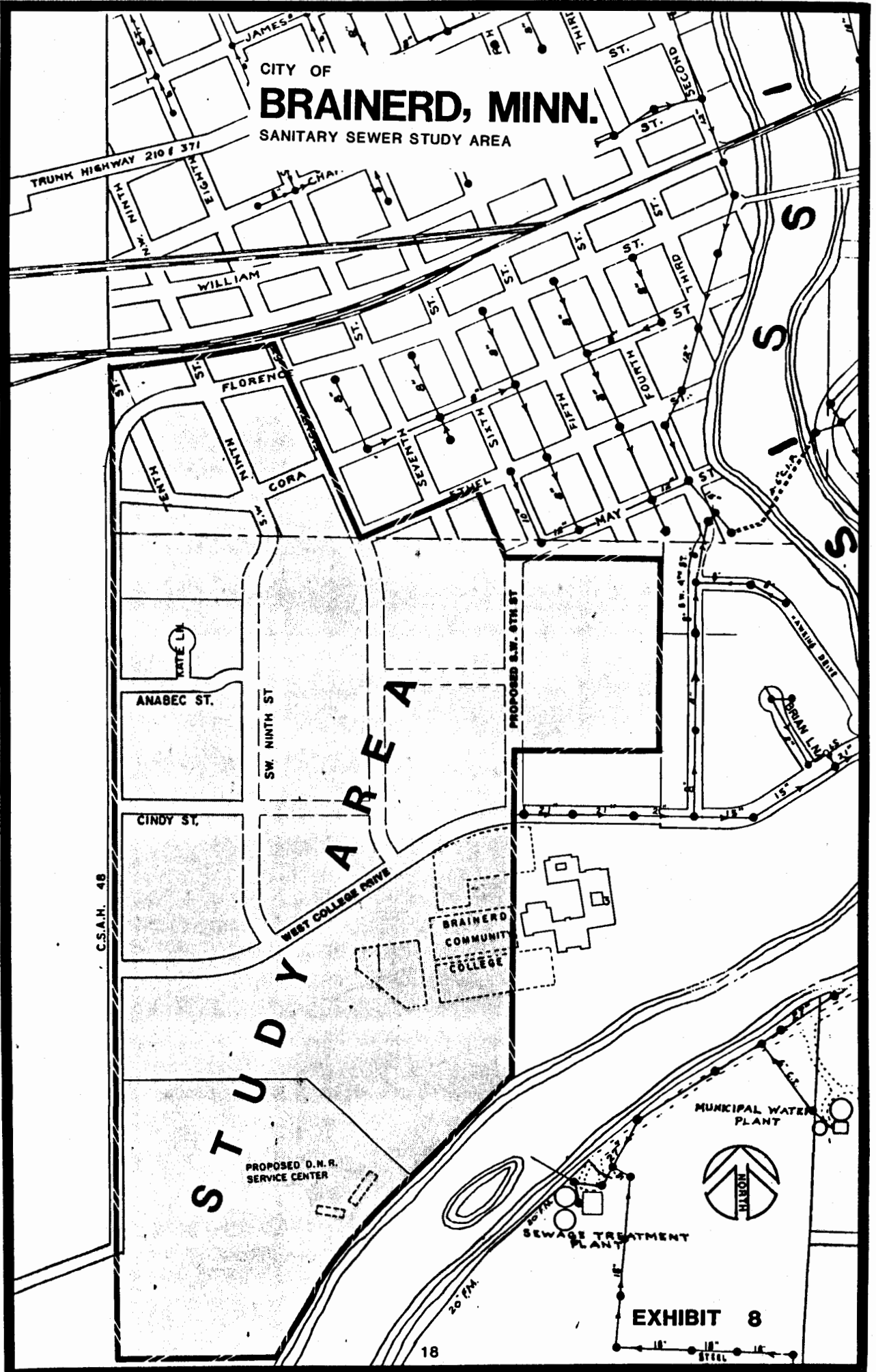
The other areas of Brainerd west of the Mississippi River are adequately served by sanitary sewer. These areas were analysed in an earlier report by Toltz, King, Duvall, Anderson and Associates, Inc., of St. Paul, Minnesota, in April, 1977. The report indicates that these areas have adequate capacity and are in good condition.

The majority of the wastewater generated west of the Mississippi River is collected by a twelve (12) inch interceptor sewer and conveyed across the river by two (2) six (6) inch cast iron siphon lines. The TKDA report indicated that the siphon lines were in jeopardy because recent low water levels in the river have exposed portions of the siphons. Because the pipes are exposed, the potential exists for a section of the siphon to be damaged.

The siphon lines were constructed in the early 1940's and are reaching the end of their normal life expectancy. If the siphon lines become damaged or fail due to age, the City will face a very difficult and costly predicament. Repairs to the lines will be difficult and very costly and may result in having to discharge untreated sewage directly to the river.

The City has another river crossing that was constructed in 1975 and is attached to the West College Drive Bridge. This crossing was designed to handle the entire flow west of the river. Currently the College, College View Apartments, and a portion of the residents along Southwest Fourth Street are using this connection. Twenty-one (21) inch sanitary sewer was stubbed out along West College Drive, to approximately the intersection of proposed Southwest Sixth Street, to be used for the future and existing sanitary sewer west of the Mississippi River.

The main objective of this portion of the report is to analyse the sanitary sewer needs of the study area and evaluate possible methods of eliminating the siphon. The following is a description of the four (4) alterantes considered:



ALTERNATE 1:

Alternate 1 consists of a sanitary sewer system serving the entire study area. This alternate leaves the siphon alone and continues to allow it to function as it currently does. The layout of this alternate is shown as Exhibit 9.

This alternate requires a lift station to be located at the intersection of West College Drive and the proposed Southwest Eighth Street. The lift station will discharge via a forcemain to the twenty-one (21) inch existing sanitary sewer. The eight (8) inch sanitary sewer pipe collection system will adequately serve the area.

The portions of this alternate required to be constructed, if West College Drive is improved, will consist of the sanitary sewer along West College Drive and the lift station and discharge forcemain.

CITY OF
BRainerd, MINN.
 SANITARY SEWER SYSTEM
 ALTERNATE

1

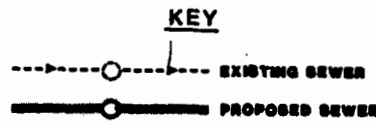
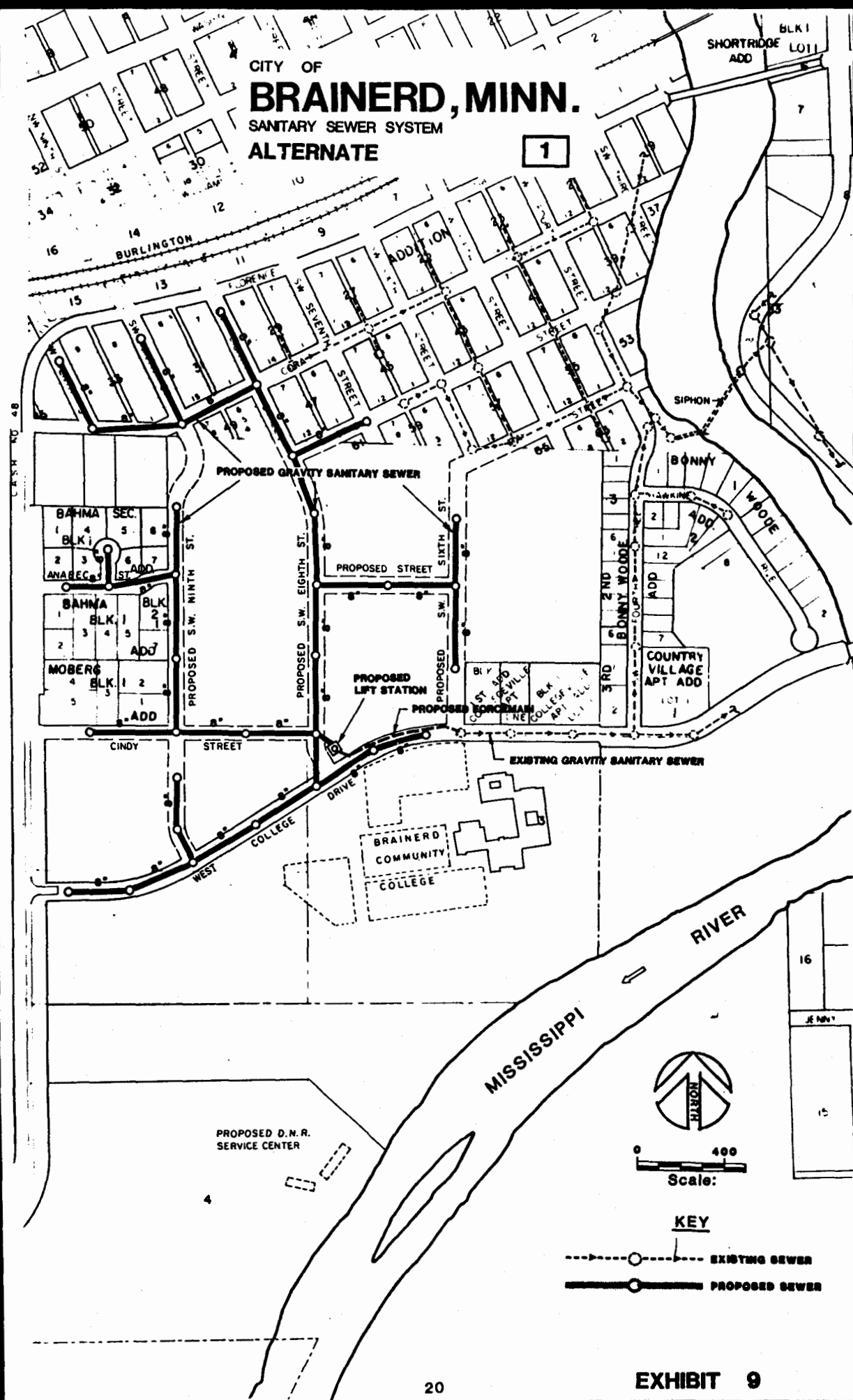


EXHIBIT 9

ALTERNATE 2:

Alternate 2 consists of a collection system similar to Alternate 1 for the undeveloped area and the construction of a twelve (12) inch interceptor sewer to eliminate the siphon. A lift station will be required to convey the flows from the collection system and the interceptor sewer to the twenty-one (21) inch sanitary sewer on West College Drive. The layout of this area is shown as Exhibit 10.

The interceptor sewer will intercept the sewer flows going to the siphon and convey them to the proposed lift station. The lift station will be located at the intersection of West College Drive and proposed Southwest Eighth Street. The lift station will be designed for the combined flow from the collection system and the interceptor sewer. This alternate will eliminate the need for the siphon.

The portions of this alternate required to be constructed, if West College Drive is improved, will consist of the sanitary sewer along West College Drive and the lift station and discharge forcemain.

2



ALTERNATE 3:

Alternate 3 is similar to Alternate 2 except the lift station is located at the intersection of the proposed street and proposed Southwest Sixth Street. The layout of this alternate is shown as Exhibit 11.

This location for the lift station results in a shallower depth of structure and less interceptor sewer. However, it does require more construction as part of the West College Drive improvements.

CITY OF
BRAINERD, MINN.
SANITARY SEWER SYSTEM
ALTERNATE

3

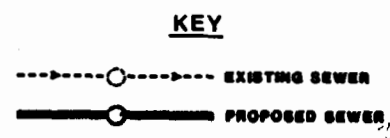
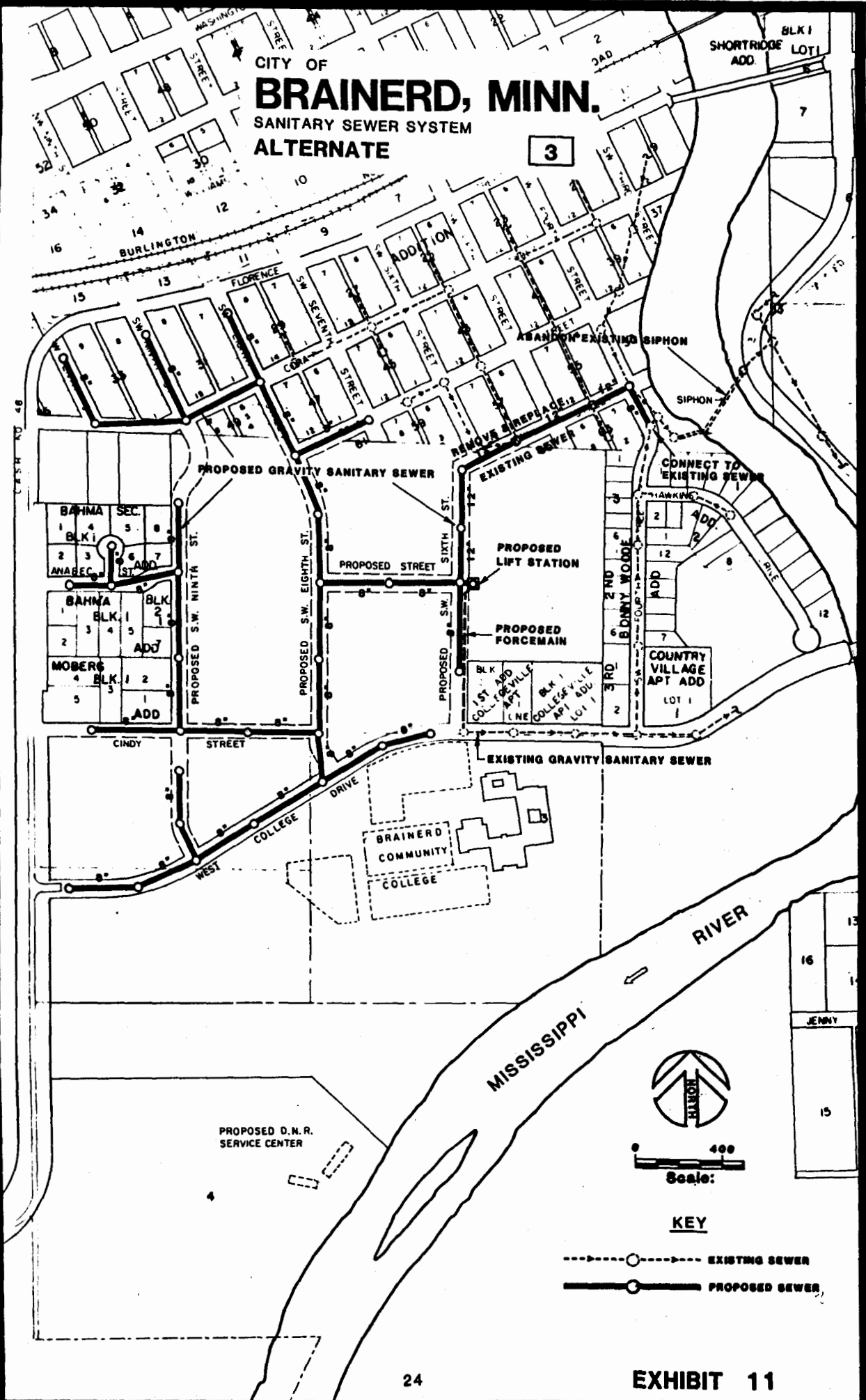


EXHIBIT 11

ALTERNATE 4:

Alternate 4 consists of providing an alternate discharge route for conveying the lift station flow to the wastewater treatment plant. This concept can be used with any of the previously mentioned alternates. The layout of this alternate is shown as Exhibit 12.

This concept allows the City to divert the majority of the sewage flow from the West Brainerd area directly to the treatment plant. This reduces the east side flows and creates additional capacity on the east side for future expansion.

Alternate 4 was broken into two (2) paths. Path A follows along CSAH 48 and requires a lift station and grit chamber prior to entering the plant. Path B goes cross-country through Baxter and connects to their eighteen (18) inch interceptor line. The advantage of Path B is the elimination of another lift station and grit chamber. However, to use Path B an agreement with Baxter will need to be worked out allowing Brainerd to use part of Baxter's sewer flow capacity.

4



PROJECT COSTS

The Preliminary Cost Estimates for the street improvements and various storm and sanitary sewer alternates are as follows:

STREET IMPROVEMENTS:

Total Estimated Project Cost \$179,645.00

STORM SEWER NEEDS:

<u>Alternate</u>	<u>Total Project Cost</u>	<u>West College Dr. Cost</u>
1	\$758,799.00	\$229,103.00
2	\$610,132.00	\$277,044.00
3	\$535,069.00	\$194,050.00
4	\$560,713.00	\$368,432.00

The cost for the pond property is not included in Storm Sewer Alternates No. 2, 3 and 4.

SANITARY SEWER NEEDS:

<u>Alternate</u>	<u>Total Project Cost</u>	<u>West College Dr. Cost</u>
1	\$369,185.00	\$120,763.00
2	\$418,122.00	\$137,638.00
3	\$404,403.00	\$188,074.00
4A	\$239,750.00	\$239,750.00
4B	\$130,938.00	\$130,938.00

The West College Drive Costs consist of the underground utility items required to be constructed prior to making the street improvements.

The project costs consist of the construction cost plus ten (10) percent for contingencies and fifteen (15) percent for engineering, legal and administrative.

The estimates are based on the most recent costs encountered during competitive bidding of similar work. It is intended to reflect costs which may be encountered. Because of the variables in each project, timing of the work, weather, construction operations and other circumstances beyond the City's control, the only way to determine the actual costs would be to competitively bid the construction work.

The detailed cost estimates are included in the Appendix.

CONCLUSIONS

STREET IMPROVEMENTS:

The proposed street improvements to West College Drive are required to provide a good transportation system for the area. Prior to making these improvements, the storm and sanitary sewer improvements required along West College Drive should be constructed.

The street design for West College Drive is a forty-four (44) foot wide street with concrete curb and gutter, sidewalk on the north side, and designed as a nine (9) ton street.

STORM SEWER NEEDS:

This report presented four (4) alternate layouts for providing storm sewer.

Alternate 1 consists of a gravity pipe collection system and does not require any right-of-way except for the proposed street right-of-way. This alternate has the highest construction cost.

Alternates 1, 2 and 3 use the detention pond concept to decrease the peak flows. All three (3) alternates require acquisition of additional right-of-way for the pond. Alternate three (3) has the lowest construction cost of all the storm sewer alternates.

Alternate 4 discharges from the pond by using pumps. The other alternates all use gravity flow from the pond. The depth of the outlet storm sewer pipe in Alternate 4 is shallower than the others because of the pumping concept. However, the construction costs for Alternate 4 are still higher than Alternate 3. Also, Alternate 4 is the only alternate that requires power to function, resulting in additional annual operating and maintenance costs.

Alternate 3 has the lowest construction costs for items required to be constructed prior to making the improvements on West College Drive.

SANITARY SEWER NEEDS:

The report presented four (4) alternate layouts for providing sanitary sewer.

Alternate 1 provided sanitary sewer facilities for the area but did not eliminate the need for the river crossing siphon. Alternate 1 has the lowest construction cost of all the alternates. It also has the lowest construction cost for items required to be constructed prior to making improvements on West College Drive.

Alternates 2 and 3 eliminated the need for the river crossing siphon. The total construction cost of Alternate 3 is lower than Alternate 2. However, Alternate 2 has a lower construction cost for items required for improvements on West College Drive. The location of the lift station in Alternate 3 allows for shallower sewer pipe depths resulting in a lower total construction cost.

Alternates 2 and 3 can be constructed without initially including the portions required to eliminate the siphon. The portions required to eliminate the siphon can be constructed at a later date as long as the initial items are designed to handle the additional flows. The estimated additional cost for eliminating the siphon is approximately \$49,000.00 for Alternate 2 and \$35,200.00 for Alternate 3.

Alternate 4 was broken into Path A and Path B. This alternate provides an alternate route for conveying the West Brainerd sewage to the treatment plant. Path A requires the construction of an additional lift station and grit chamber. Path B requires the use of the Baxter interceptor sewer. Path A is significantly higher in cost but Path B requires an agreement with Baxter to use their interceptor sewer.

Alternate 4 can be used in conjunction with any of the other alternates. It's cost will be in addition to the cost of the other alternate. The major advantage of using Alternate 4 is to relieve the sewage flows on the east side of the river and allow for future expansion without reconstruction.

RECOMMENDATIONS

We recommend that the City of Brainerd proceed with the improvements of West College Drive. The improvements are feasible and will be required to further develop the area. The recommended improvements consist of the street improvements plus the portions of Storm Sewer Alternate 3 and Sanitary Sewer Alternate 2 that are required to improve West College Drive.

Storm Sewer Alternate 3 is recommended because it has the lowest construction cost and no significant operating costs. Phasing may be considered in the overall storm sewer needs by constructing the portions required to improve West College Drive and later following with the remaining portions as development occurs. If the cost of acquiring the property needed for the detention pond becomes excessive, we recommend proceeding on the basis of Alternate 1.

Sanitary Sewer Alternate 2 is recommended because it eliminates the siphon and does not require the acquisition of additional right-of-way to make the West College Drive improvements. We feel the elimination of the siphon is required to provide a safe, reliable system for the City. Phasing the sanitary sewer needs similar to the storm sewer may be considered. Also, the portions needed to eliminate the siphon may be phased in at a later date.

We also recommend that the City consider Sanitary Sewer Alternate 4 to determine if it serves the future needs of the City. This alternate may be the most cost effective means of adding additional capacity to the sanitary sewer system of Brainerd east of the river.

APPENDIX

PRELIMINARY COST ESTIMATE FOR STREET
WEST COLLEGE DRIVE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Grading (Sta.)	21.8	750.00	16,350.00
2	B-618 Concrete Curb & Gutter	4360	6.00	26,160.00
3	4" Concrete Sidewalk	10900	2.30	25,070.00
4	Aggregate Base, Cl. 5 @ (8")	4500	5.50	24,750.00
5	Bituminous Material for Mix @ 5%	45	220.00	9,900.00
6	Bituminous Base Course @ 1½"	950	14.00	13,300.00
7	Bituminous Material for Mix @ 6%	55	220.00	12,100.00
8	Bituminous Wearing Course @ 1½"	960	14.00	13,440.00
9	Topsoil (to 5 ft. back of curb)	212	7.50	1,590.00
10	Seed @ 100 lbs/acre	50	5.00	250.00
11	Roadside Seeding	.5	1500.00	750.00
12	Fertilizer @ 50 lbs/5000 square feet	0.11	500.00	<u>55.00</u>

Total Estimated Construction Cost	\$143,715.00
Contingencies - 10%	14,372.00
Engineering, Legal & Administrative - 15%	<u>21,558.00</u>

TOTAL ESTIMATED PROJECT COST	\$179,645.00
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PRELIMINARY COST ESTIMATE FOR STORM SEWER

ALTERNATE 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	18" RCP Average 9' depth	1710	24.00	41,040.00
2	21" RCP Average 9' depth	625	26.00	16,250.00
3	24" RCP Average 10' depth	730	28.50	20,805.00
4	30" RCP Average 13' depth	650	33.50	21,775.00
5	36" RCP Average 11' depth	330	43.00	14,190.00
6	42" RCP Average 19' depth	3010	63.30	190,533.00
7	54" RCP Average 22' depth	650	94.50	61,425.00
8	60" RCP Average 32' depth	1647	123.00	202,581.00
9	Manholes	24	1560.00	37,440.00
10	60" RCP Apron	1	1000.00	1,000.00

Estimated Construction Cost \$607,039.00

Contingencies - 10% 60,704.00

Engineering, Legal, Administrative - 15% 91,056.00

ESTIMATED PROJECT COST \$758,799.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	18" RCP Average 9' depth	950	24.00	22,800.00
2	60" RCP Average 32' depth	1647	123.00	202,581.00
3	Manholes	5	2508.00	12,900.00
4	60" RCP Apron	1	1000.00	1,000.00

Estimated Construction Cost \$239,281.00

Contingencies - 10% 23,930.00

Engineering, Legal, Administrative - 15% 35,892.00

ESTIMATED PROJECT COST \$299,103.00

PRELIMINARY COST ESTIMATE FOR STORM SEWER

ALTERNATE 2

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	15" RCP Average 17' depth	1370	26.40	36,225.00
2	18" RCP Average 8' depth	910	24.00	21,840.00
3	21" RCP Average 15' depth	1415	29.30	41,440.00
4	24" RCP Average 10' depth	730	28.50	20,820.00
5	27" RCP Average 10' depth	350	30.80	10,790.00
6	30" RCP Average 9' depth	300	32.00	9,600.00
7	36" RCP Average 10' depth	530	42.60	22,590.00
8	42" RCP Average 15' depth	1915	60.70	116,280.00
9	48" RCP Average 18' depth	300	72.30	21,680.00
10	54" RCP Average 28' depth	1330	104.70	139,290.00
11	Manholes	23	1552.20	35,700.00
12	15" RCP Apron	2	250.00	500.00
13	36" RCP Apron	1	500.00	500.00
14	54" RCP Apron	1	850.00	850.00
15	Pond Construction	1	10000.00	10,000.00

Estimated Construction Cost \$488,105.00

Contingencies - 10% 48,811.00

Engineering, Legal, Administrative - 15% 73,216.00

ESTIMATED PROJECT COST \$610,132.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	15" RCP Average 21' depth	510	31.10	15,875.00
2	18" RCP Average 7' depth	150	24.00	3,600.00
3	21" RCP Average 17' depth	790	31.90	25,190.00
4	48" RCP Average 18' depth	300	72.30	21,680.00
5	54" RCP Average 28' depth	1330	104.70	139,290.00
6	15" RCP Apron	1	250.00	250.00
7	54" RCP Apron	1	850.00	850.00
8	Manhole	6	2483.30	14,900.00

Estimated Construction Cost \$221,635.00

Contingencies - 10% 22,164.00

Engineering, Legal, Administrative - 15% 33,245.00

ESTIMATED PROJECT COST \$277,044.00

PRELIMINARY COST ESTIMATE FOR STORM SEWER

ALTERNATE 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	15" RCP Average 13' depth	500	21.40	10,700.00
2	18" RCP Average 9' depth	760	24.00	18,240.00
3	21" RCP Average 16' depth	1160	31.10	36,110.00
4	24" RCP Average 12' depth	1420	30.90	43,870.00
5	27" RCP Average 10' depth	350	30.80	10,790.00
6	30" RCP Average 9' depth	310	32.00	9,920.00
7	33" RCP Average 18' depth	300	43.30	12,980.00
8	36" RCP Average 10' depth	530	42.60	22,590.00
9	42" RCP Average 28' depth	3515	58.80	206,515.00
10	Manholes	25	1570.00	39,250.00
11	21" RCP Aprons	1	350.00	350.00
12	36" RCP Aprons	1	500.00	500.00
13	42" RCP Aprons	2	620.00	1,240.00
14	Pond Construction	1	15000.00	15,000.00

Estimated Construction Costs \$428,055.00

Contingencies - 10% 42,806.00

Engineering, Legal, Administrative - 15% 64,208.00

ESTIMATED PROJECT COST \$535,069.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	18" RCP Average 7' depth	150	24.00	3,600.00
2	21" RCP Average 22' depth	510	37.10	18,935.00
3	24" RCP Average 16' depth	790	33.70	26,630.00
4	33" RCP Average 18' depth	300	43.30	12,980.00
5	42" RCP Average 30' depth	1325	59.10	78,275.00
6	21" RCP Apron	1	350.00	350.00
7	42" RCP Apron	1	620.00	620.00
8	Manholes	6	2308.30	13,850.00

Estimated Construction Costs \$155,240.00

Contingencies - 10% 15,524.00

Engineering, Legal, Administrative - 15% 23,286.00

ESTIMATED PROJECT COST \$194,050.00

PRELIMINARY COST ESTIMATE FOR STORM SEWER

ALTERNATE 4

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	15" RCP Average 13' depth	350	22.00	7,700.00
2	18" RCP Average 5' depth	1150	24.00	27,600.00
3	21" RCP Average 9' depth	625	26.00	16,250.00
4	24" RCP Average 12' depth	1645	29.40	48,300.00
5	30" RCP Average 9' depth	300	32.00	9,600.00
6	33" RCP Average 8' depth	600	36.00	21,600.00
7	27" RCP Average 9' depth	350	30.80	10,790.00
8	36" RCP Average 16' depth	1120	46.50	52,105.00
9	42" RCP Average 18' depth	1525	62.30	95,005.00
10	Manholes	25	1160.00	29,000.00
11	36" RCP Apron	2	500.00	1,000.00
12	42" RCP Apron	1	620.00	620.00
13	18" Forcemain	1300	30.00	39,000.00
14	Lift Station	1	75000.00	75,000.00
15	Pond Construction	1	15000.00	15,000.00

Estimated Construction Cost \$448,570.00

Contingencies - 10% 44,857.00

Engineering, Legal, Administrative - 15% 67,286.00

ESTIMATED PROJECT COST \$560,713.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	18" RCP Average 5' depth	390	24.00	9,360.00
2	24" RCP Average 13' depth	915	30.00	27,480.00
3	33" RCP Average 8' depth	600	36.00	21,600.00
4	36" RCP Average 20' depth	725	51.10	37,015.00
5	42" RCP Average 18' depth	915	62.30	56,970.00
6	Manholes	9	1355.60	12,200.00
7	42" RCP Apron	1	620.00	620.00
8	36" RCP Apron	1	500.00	500.00
9	18" Forcemain	1300	30.00	39,000.00
10	Lift Station	1	75000.00	75,000.00
11	Pond Construction	1	15000.00	15,000.00

Estimated Construction Cost \$294,745.00

Contingencies - 10% 29,475.00

Engineering, Legal, Administrative - 15% 44,212.00

ESTIMATED PROJECT COST \$368,432.00

PRELIMINARY COST ESTIMATE FOR SANITARY SEWER

ALTERNATE 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manhole	34	1000.00	34,000.00
2	Extra Depth Manhole	130.9	60.00	7,854.00
3	8" Sanitary Sewer Average 15' depth	11372	17.70	200,794.00
4	6" D.O.P. Forcemain	700	11.00	7,700.00
5	Lift Station	1	45000.00	<u>45,000.00</u>
Estimated Construction Cost				\$295,348.00
Contingencies - 10%				29,534.80
Engineering, Legal, Administrative - 15%				<u>44,302.20</u>
ESTIMATED PROJECT COST				\$369,185.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manhole	8	1000.00	8,000.00
2	Extra Depth Manhole	6.5	60.00	390.00
3	8" Sanitary Sewer Average 14' depth	2040	17.40	35,520.00
4	6" D.I.P. Forcemain	700	11.00	7,700.00
5	Lift Station	1	45000.00	<u>45,000.00</u>
Estimated Construction Cost				\$ 96,610.00
Contingencies - 10%				9,661.00
Engineering, Legal, Administrative - 15%				<u>14,492.00</u>
ESTIMATED PROJECT COST				\$120,763.00

PRELIMINARY COST ESTIMATE FOR SANITARY SEWER

ALTERNATE 2

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manhole	38	1000.00	38,000.00
2	Extra Depth Manhole	170.4	60.00	10,224.00
3	8" Sanitary Sewer Average 12' depth	8763	16.50	144,318.00
4	12" Sanitary Sewer Average 20' depth	2735	27.70	75,755.00
5	10" D.I.P. Forcemain	700	16.00	11,200.00
6	Lift Station	1	55000.00	<u>55,000.00</u>

Estimated Construction Cost	\$334,497.00
Contingencies - 10%	33,450.00
Engineering, Legal & Administrative - 15%	<u>50,175.00</u>
ESTIMATED PROJECT COST	\$418,122.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manhole	8	1000.00	8,000.00
2	Extra Depth Manhole	6.5	60.00	390.00
3	8" Sanitary Sewer Average 14' depth	2040	17.40	35,520.00
4	6" D.I.P. Forcemain	700	16.00	11,200.00
5	Lift Station	1	55000.00	<u>55,000.00</u>

Estimated Construction Cost	\$119,110.00
Contingencies - 10%	11,011.00
Engineering, Legal & Administrative - 15%	<u>16,517.00</u>
ESTIMATED PROJECT COST	\$137,638.00

PRELIMINARY COST ESTIMATE FOR SANITARY SEWER

ALTERNATE 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manhole	38	1000.00	38,000.00
2	Extra Depth Manhole	158.9	60.00	9,534.00
3	8" Sanitary Sewer Average 14' depth	10298	17.10	175,709.00
4	12" Sanitary Sewer Average 18' depth	1400	24.30	34,080.00
5	10" D.I.P. Forcemain	700	16.00	11,200.00
6	Lift Station	1	55000.00	<u>55,000.00</u>

Estimated Construction Costs	\$323,523.00
Contingencies - 10%	32,352.00
Engineering, Legal, & Administrative - 15%	<u>48,528.00</u>
ESTIMATED PROJECT COST	\$404,403.00

WEST COLLEGE DRIVE PORTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manhole	12	1000.00	12,000.00
2	Extra Depth Manhole	63.7	60.00	3,822.00
3	8" Sanitary Sewer Average 15' depth	3835	17.80	68,437.00
4	D.I.P. Forcemain	700	16.00	11,200.00
5	Lift Station	1	55000.00	<u>55,000.00</u>

Estimated Construction Costs	\$150,459.00
Contingencies - 10%	15,046.00
Engineering, Legal & Administrative - 15%	<u>22,569.00</u>
ESTIMATED PROJECT COST	\$188,074.00

PRELIMINARY COST ESTIMATE FOR SANITARY SEWER

ALTERNATE 4 - PATH A

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manholes	9	1000.00	9,000.00
2	Extra Depth Manholes	31	60.00	1,860.00
3	12" Sanitary Sewer Average 14' depth	2830	20.12	56,940.00
4	10" D.I.P. Forcemain	1500	16.00	24,000.00
5	Lift Station (Modification)	1	5000.00	5,000.00
6	Grit Chamber	1	40000.00	40,000.00
7	Lift Station	1	55000.00	<u>55,000.00</u>

Estimated Construction Cost	\$191,800.00
Contingencies - 10%	19,180.00
Engineering, Legal & Administrative - 15%	<u>28,770.00</u>

ESTIMATED PROJECT COST	\$239,750.00
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PRELIMINARY COST ESTIMATE FOR SANITARY SEWER

ALTERNATE 4 - PATH B

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Standard Manholes	7	1000.00	7,000.00
2	Extra Depth Manhole	25	60.00	1,500.00
3	12" Sanitary Sewer Average 17' depth	2900	23.20	67,250.00
4	10" D.I.P. Forcemain	1500	16.00	24,000.00
5	Lift Station (Modification)	1	5000.00	<u>5,000.00</u>

Estimated Project Cost \$104,750.00

Contingencies - 10% 10,475.00

Engineering, Legal & Administrative - 15% 15,713.00

ESTIMATED PROJECT COST \$130,938.00



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Approve Design/Construction Engineering Proposal - Imp 25-05 Southeast Brainerd 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): 5 Minutes

SUMMARY OF ISSUE: Attached to this item is a proposal from Bolton & Menk to perform design and construction engineering services for the planned 2026 Southeast Brainerd Reconstruction Project. BPU recently was awarded PFA funding for lead service line (LSL) replacements and one area that is being addressed are several located within the project area. BPU staff presented a separate consultant proposal for a project separately from the reconstruction to administer the service line portion specifically, as the administrative and reporting requirements of that funding are considerably more burdensome. However, with the amount of coordination during both the design and construction phases to administer both the reconstruction and service line replacements within the same project area, staff requested a proposal from Bolton & Menk to perform both phases of the reconstruction. Should the Council award the contract to Bolton & Menk, this would put all the facets of the project, both reconstruction and service lines, under one contract admin, leading to more efficiency and less confusion for residents.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In the proposal, Bolton & Menk is proposing work to be billed hourly, not to exceed \$430,186. Similar to other reconstruction projects, this cost would be split based on the percentage of construction cost to each funding source (street, water, sanitary, storm). Originally, City staff was intending to design and perform construction administration with in-house staff. However, having this project in-house would likely require staff to hire a consultant to perform inspection services on 10th Street for that remainder work left from 2025. With the amount of coordination required and the potential issues bringing another consultant into 10th Street "mid-project", staff would recommend that the Southeast Brainerd Reconstruction project design and administration be consulted to Bolton & Menk. An alternative to this would be to have internal City staff perform the work and a consultant brought in to perform the inspection on 10th Street.

RECOMMENDED ACTION/MOTION: Staff is recommending award of the proposal from Bolton & Menk for design and construction engineering services for the Southeast Brainerd Reconstruction project in the amount of \$430,186.

FINANCIAL IMPACT: \$430,186



Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

November 20, 2025

Jessie Dehn, PE
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: 2026 Southeast Brainerd Reconstruction Project Proposal
City Improvement 25-05

Dear Jessie,

Based on our November 18, 2025 meeting with Brainerd Public Works staff and Brainerd Public Utilities staff and the October 20, 2025 Feasibility Study prepared by you we are providing our proposal for engineering services associated with the 2026 Southeast Brainerd Reconstruction Project. It is our understanding the proposed improvements include the following:

- Street reconstruction of 17th Street SE and 18th Street SE from Oak Street to Laurel Street, 19th Street SE from Oak Street to dead end 2.5 blocks north, Norwood Street from 17th Street SE to 19th Street SE, and Maple Street from 17th Street SE to 18th Street SE.
- Reconstruction of sanitary sewer collection system west of 18th Street SE and alley between Oak Street and Norwood Street east to 19th Street SE
- Reconstruction of the watermain distribution system in entire project area.
- Reconstruction of the storm sewer system within the project area.
- Reconstruction of existing sidewalk system and addition of sidewalk on 17th Street between Oak Street and Norwood Street, Norwood Street between 18th Street and 19th Street, and 19th Street between Oak Street and Norwood Street.

It is our understanding this improvement is planned for construction in 2026. Attached please find a proposed project schedule which includes the following milestones:

- City Council Orders Improvement and the preparation of plans and specifications – November 17, 2025
- City Council approve plans and specifications and orders Advertising for Construction Bids – March 16, 2026
- Award Construction Contract – April 20, 2026
- Project Construction May 11, 2026 to September 25, 2026 (18 weeks)
- Final Assessment Hearing – November 2, 2026

To assist the City of Brainerd complete this project, we propose providing the following services as described below:

1. Project Management

- a. Bolton & Menk will coordinate with City and BPU Staff, State Agencies, and City Council to keep stakeholders informed, ensure work is progressing and addressing issues in a timely manner. We propose bi-weekly staff meetings throughout the design process to keep the project on track.

2. Field Services

- a. Survey – The City of Brainerd has provided topographic survey and basemap information. Bolton & Menk staff will verify project control points and right-of-way markers and transition the data into Bolton & Menk CAD systems and finalize the project base map.
 - i. We anticipate the proposed improvements are located within the existing right-of-way. Our survey services do not include preparation of property acquisition/easement exhibits. We would provide a fee amendment if this activity were needed.
- b. Geotechnical Investigation – The City of Brainerd has previously contracted with ITT for the project Geotechnical Report and as such our proposal does not include geotechnical investigation services.
- c. Natural Resource Investigation – Our proposal does not include wetland delineation services. We would provide a fee amendment if this activity were needed.

- 3. **Chapter 429 Assessment Process** – We understand the City of Brainerd has completed the Feasibility Report and conducted the Improvement Hearing and Ordered the Improvement on November 17, 2025. Our services will include preparing resolutions approving plans and specifications and authorizing public bidding, preparing the final assessment roll, preparing resolution setting and notice property owners of final assessment hearing, preparing final assessment hearing presentation, and preparing resolution to adopt special assessments.

- 4. **Design** – We will prepare construction plans and specifications to design the improvements listed above to city and applicable State and Federal Agency standards. As part of our design services, we will assist the City obtain plan review and permit approvals associated with the watermain and sanitary sewer. We will prepare the appropriate erosion control and stabilization plans and assist the City obtain the MPCA NPDES construction stormwater permit.

- 5. **Bidding and Contract Award** – We will facilitate public bidding, answer questions, facilitate the bid opening, tabulate bids received, provide a recommendation for award, and prepare the construction agreement for the City.

- 6. Construction Services** – We will provide construction staking services associated with the improvements. We would provide full time and/or periodic construction observation depending upon the primary construction activity, contract administration, labor/wage compliance, coordinate material testing in accordance with the MnDOT Schedule of Materials Control and prepare construction record drawings. Our construction services are based on an estimated construction period of 18 weeks. Our proposal includes an estimated 788 construction observation hours and is based on 14 weeks of full-time construction observation and 4 weeks of periodic construction observation.

Our proposal does not include material testing as we assume the City will contract directly with a geotechnical firm for these services. Our proposal includes assisting the City with obtaining geotechnical proposals upon the completion of plans and specifications and coordinating with the geotechnical firm during construction to schedule their staff to be on-site as testing is needed.

PROJECT SCHEDULE

Bolton & Menk has staff available to get started upon City acceptance of this proposal. For your review, we have included an anticipated schedule for project delivery based on our understanding of the proposed improvements.

ESTIMATED FEES

Based on our understanding of the effort required to assist the City with the 2026 South Reconstruction Project, we estimate the following fees as summarized in the table below. For your review, a more detailed breakdown has been provided. We propose to bill our services on Tasks 1 through 5 on an hourly, not-to-exceed basis.

For Task 6, we have based our services on an assumed construction period of 18 weeks and 788 hours of construction observation as detailed above. As delays associated with Contractor progress, site conditions, and weather are out of our control, we propose providing our services on an hourly basis with recognition that a fee amendment would be prepared for consideration if actual conditions similar to the concerns noted above were encountered.

Work Tasks	Fee
Task 1. Project Management	\$ 16,400
Task 2. Field Services	\$ 7,480
Task 3. Chapter 429 Assessment Process	\$7,380
Task 4. Design and Construction Document Preparation/Permitting	\$185,134
Task 5. Bidding and Contract Award	\$ 6,504
Task 6. Construction Services – Staking, Observation, Contract Administration	\$206,288
Total Cost:	\$430,186

Mr. Jessie Dehn, PE – City Engineer

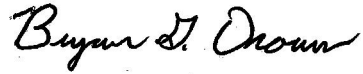
November 20, 2025

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We appreciate the opportunity to provide our proposal for professional services. If you have any questions or need additional information, please contact me at 218-821-5242.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink that reads "Bryan G. Drown". The signature is written in a cursive, flowing style.

Bryan G. Drown, PE

Municipal Project Manager

Enclosures – Project Schedule, Fee Summary

PROJECT SCHEDULE
2026 SOUTHEAST BRAINERD RECONSTRUCTION PROJECT
CITY OF BRAINERD, MN
11/20/2025

PROJECT TASKS	DATES	NOTES
Council Orders Feasibility Study	Monday, September 15, 2025	Completed
Feasibility Report accepted and Order Improvement Hearing - Resolution	Monday, October 20, 2025	Completed
City Mailed Notice for Improvement Hearing	Wednesday, October 22, 2025	One notice at least 10 days prior to hearing
First Published Notice for Improvement Hearing	Wednesday, October 22, 2025	Twice in local newspaper, one week apart, last notice must
Second Published Notice for Improvement Hearing	Wednesday, October 22, 2025	must be at least three days prior to hearing.
Improvement Hearing Conducted	Monday, November 17, 2025	City Council Meeting
Ordered Project and Preparation of Final Plans and Specifications - Resolution	Monday, November 17, 2025	City Council Meeting
City Council Approves BMI Engineering Proposal	Monday, December 1, 2025	City Council Meeting
Approved Plans and Authorized Advertisement for Bids - Resolution	Monday, March 16, 2026	City Council Meeting
Bidding Publication	Wednesday, March 18, 2026	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.
Bids Opened	Tuesday, April 14, 2026	By default bid remains subject to acceptance for 60 days after the Bid opening.
Awarded Contract - Resolution	Monday, April 20, 2026	City Council Meeting
Notice of Award	Wednesday, April 22, 2026	Contractor has 15 days to deliver signed agreement, bonds and insurance certificates.
Construction	Mid-May 2026 to End of September 2026	18 week construction period to be specified
Preconstruction Conference held	Thursday, May 7, 2026	
Begin Construction	Monday, May 11, 2026	
Substantial Completion	Friday, September 11, 2026	
Final Completion	Friday, September 25, 2026	
Declared Costs to be Assessed - Resolution	Monday, October 5, 2026	City Council Meeting
Order Assessment Hearing - Resolution	Monday, October 5, 2026	City Council Meeting
City Mailed Notice for Assessment Hearing	Wednesday, October 7, 2026	One notice at least two weeks prior to hearing
City Published Notice for Assessment Hearing	Wednesday, October 7, 2026	Once in local newspaper at least two weeks prior to hearing.
Assessment Hearing Conducted	Monday, November 2, 2026	City Council Meeting
Adopt Special Assessments - Resolution	Monday, November 2, 2026	City Council Meeting
End of Assessment Appeal Period	Wednesday, December 2, 2026	Appeals to district court must be made within 30 days after adoption of the assessment roll.

City Council Meetings held on 1st and 3rd Monday @ 7:30 p.m.
Safety and Public Works Commission Meetings 1st and 3rd Monday @ 7:00 p.m.
All dates are subject to change, this is a living document.

Bolton & Menk Detailed Cost Estimate

Client: City of Brainerd		Bolton & Menk, Inc.									
Project: 2026 South Brainerd Reconstruction Project											
Task No.	Work Task	Project Manager	Project Engineer	Design Engineer	Land Surveyor	Survey Crew	Water Resources Engineer	Construction RPR	Clerical	Total Hours	Total Cost
1.0	Project Management	80	0	0	0	0	0	0	0	80	\$16,400
2.0	Data Collection & Conversion	0	0	0	24	16	0	0	0	40	\$7,480
3.0	Chapter 429 Assessment Process	36	0	0	0	0	0	0	0	36	\$7,380
4.0	Design	196	458	466	0	0	24	0	8	1152	\$186,134
5.0	Advertising/Bidding/Award	16	16	0	0	0	0	0	8	40	\$6,504
6.0	Construction	252	68	0	52	104	0	788	36	1300	\$206,288
Total Hours		580	542	466	76	120	24	788	52	2648	
Subtotal		\$118,900	\$84,010	\$69,900	\$13,300	\$24,600	\$4,320	\$110,320	\$4,836		
Total Fee										\$430,186	



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Approve Amendment Request - SRF Consulting - TH 210/Washington Reconstruction

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): 5 Minutes

SUMMARY OF ISSUE: Staff received an amendment request from SRF Consulting, who is performing the design engineering for the watermain, sanitary sewer, and lighting for the upcoming TH 210/Washington Street Reconstruction project. Additional hours were necessary to complete additional analysis that was outside of the original intended scope of work to address several items on both watermain and lighting. Staff has conferred with MnDOT to see what allowances would be provided for the design work. With the special lighting design, that cost is borne by the local municipality but construction cost shared by both entities. Lighting is a state-aid eligible expense and those costs for design would be eligible. Watermain design work would be attributed to the water fund (BPU).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: There was a \$15,000 allowance in the original contract for subconsultant work to complete some survey/utility identification work as necessary. As this was not needed, SRF was able to re-allocate the cost towards some of the additional hours needed for design work. However, there is still some remaining hours that weren't able to be covered. The amendment cost request is for \$65,210, with a majority attributed to lighting but some costs also towards additional watermain design work. The original contract amount is for \$264,531, split between water, sanitary sewer, and lighting.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the requested contract amendment from SRF Consulting in the amount of \$65,210.

FINANCIAL IMPACT: \$65,210.



November 6, 2025

Mr. Jessie Dehn, PE
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Subject: Amendment Request Proposal for Professional Services for TH 210 Utility
Improvements

Dear Jessie Dehn:

As we have been working to progress the final plan toward bidding and working with MnDOT on their trunk highway improvements, we have identified work that is beyond our original project scope and budget. There has been significant additional effort to coordinate design and plan revisions to accommodate revisions and iterations with the MnDOT design team. This request identifies those specific items under "Scope of Services," below. Throughout this process, SRF has made efforts to limit additional costs to the City throughout this complex effort by limiting meetings to an "as-needed" basis and waiting to complete plan details until we approached submittal deadlines. Our approach allowed other project decisions to make the first move and limited the amount of utility rework between submittals.

Despite these efforts, revisions were multidisciplinary and iterative. Central to this project is the coordination with MnDOT's proposed reconstruction of TH 210 through the heart of Brainerd. This coordination has come with increased efforts to both influence and adapt to highway drainage design, construction limits, and staging. SRF recognizes that MnDOT's final design process comes with a high cost for local agencies and their partners, and this project was no exception. We also expect that the City will see savings in the final built product through shared mobilizations, concurrent construction activities (including traffic control), and consolidation of administration and inspection over what may be typically expected in a locally led utility project.

The total estimated construction cost of the City's water main, sanitary, and lighting improvements is approximately \$7.2 million, and our requested amendment amount keeps the contract under an expected design fee of 5.0%. Further, our original budget was established based on a preliminary estimation of water main and sanitary replacements of approximately \$2.35M, and the 100% utility construction estimate is currently approximately \$3.7M.

Scope of Services

The City and MnDOT have requested that additional work be performed and incorporated into the project construction documents, including:

- Coordination of Watermain Casing – MnDOT informed the City's project team that any watermain crossing of TH 210 would require casing. At the City's request, SRF prepared an Exception Request Letter (including a graphic of potential casing locations), a formal response to MnDOT's Response Letter, and attended multiple meetings to discuss the topic.
 - Additional Cost: \$6540
(32 hours)
- Shifting of Watermain – MnDOT comments on the 60% plans requested an additional storm trunkline in the north curb (based on a desire to reduce the number of highway crossings), which required the City's watermain to shift from the outside westbound lane to the inside lane to achieve the minimum 10 ft separation between watermain and sewer facilities. SRF revised the watermain plans to accommodate MnDOT's request: watermain alignment and profile, side street connections, valve locations, and labels and leaders.
 - Additional Cost: \$4190
(28 hours)
- Additional Lighting Analysis – The project's lighting scope was limited to basic lighting analysis to determine light spacing for 60% Construction Plans, but additional investigation and coordination were required at multiple points. SRF performed and submitted lighting analysis reports for a variety of lighting units and illumination standards, which required significant coordination and rework as the project team updated and identified the lighting design featured in the final plans. The key changes to the original analysis are summarized below:
 - Higher Output Lighting Option - Based on the initial analysis of the City's approved standard lighting unit, the project team was concerned with the number of poles required to meet MnDOT's illumination standard with that unit's specifications and requested a reduction. A new lighting analysis was performed using a higher-performance unit available from the same manufacturer (higher output with a taller pole). The analysis included a comparison of 3 lighting design options:
 - Approved City Standard Lighting Option CEM (25' height)
 - CEM Higher Performance Package Option
 - MnDOT Standard Lighting
 - Lower Illumination Standard - At the City's request, SRF appealed MnDOT's classification of the TH 210 corridor (as it relates to appropriate lighting goals) and

- performed a new Lighting Analysis of the 3 concepts to an illumination standard of 1.2 FC average, reduced from the previous 2.0 FC and 1.6 FC standards. SRF also performed an analysis on the corridor's existing conditions to help justify a lower proposed lighting standard.
- Switched Luminaire - Prior to the 90% submittal, MnDOT's Lighting Engineer noted that the preferred luminaire had been discontinued, and SRF revised the Lighting Analysis with the City's updated luminaire selection. The preferred selection was a 30W MEM2, switched from the legacy CEM luminaire.
 - Further Investigation of New Luminaire Options – SRF performed analyses of 4 different options for the new luminaire, as the 30W option would have required too many poles to achieve illumination standards. The 4 options, with performances closer to the original Legacy luminaire, were as follows:
 - 60W at 25 ft mounting height
 - 90W at 25 ft mounting height
 - 60W at 35 ft mounting height
 - 90W at 35 ft mounting height
 - The City selected the 90W option at a 35 ft mounting height, and SRF redesigned the light spacing, voltage drop calculations, notes, and diagrams, as well as SEQ, to align with the changes. This investigation and revision helped lower construction costs for the City.
 - After final plan submittal, MnDOT requested a structural analysis of the City's custom light poles.
 - Additional Cost: \$51,380
(314 hours)
- Additional Project Length – The original project schedule was set to have the construction documents completed by July 2025. The project schedule has been extended until approximately November 2025 to accommodate additional project complexity and to accommodate the required reviews and approvals by regulatory agencies. This has required additional project management and oversight, and more time for staff working at higher billing rates.
 - Additional Cost: \$3,100
 - (16 hours)

Schedule

We have been working to complete this work in coordination with MnDOT's scheduled letting date and submittal schedule, and we will continue to strive to meet that adjusted timeline.

Amendment Request

The total current contract amount, including previous amendments, is \$264,531. Based on the added scope of services above, we respectfully request an increase in the budget of \$65,210. This would increase the total authorized contract amount to \$329,741.

In addition, our original scope included \$15,000 for survey and utility identification work by other subconsultants, which was not required as part of this project but was performed in various ways throughout the design by the project team. As a result, we would request approval to reallocate the \$15,000 sub-consultant budget to SRF to cover additional work performed.

We do not request a change to the contract expiration date, which allows for completion of the contract tasks without a specific date.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is MTurner@SRFConsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.=

Sincerely,

SRF Consulting Group, Inc.



Brady Rutman
Project Manager



Michael Turner, PE
Project Director

MT/BR/cl

Approved: City of Brainerd

(Signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

16811_City of Brainerd_AmendmentRequest_V3.docx



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Update on 2025 Construction Projects

AGENDA: SPW Committee

ACTION REQUESTED: Information Only

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: As requested by the Council, attached to this item is a memo including updates for 2025 construction projects.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff is available to answer further questions from the Council regarding projects.

RECOMMENDED ACTION/MOTION: Information Only.

FINANCIAL IMPACT: N/A

MEMO



TO: BRAINERD CITY COUNCIL

FROM: CITY ENGINEER JESSIE DEHN

DATE: DECEMBER 1, 2025

SUBJECT: CONSTRUCTION PROJECT UPDATE

Wright/10th Reconstruction Project

Staff would like to refer to the project update memo that was included in the October 20th Council meeting for background on work up to October. Further, this memo is intended to provide additional information and updates since that last memo.

Current Status

A majority of the work intended for Wright Street is complete with the exception of the final bituminous wear surface. The large portion of the work on Wright Street was completed in late summer and fall. Staff prepared a list of items needing to be completed prior to the winter season including clean up, stabilization of boulevards, along with several other items. Landwehr has completed those items as requested. It is intended that work on 10th Street would commence once weather permits in spring 2026.

The original contract end date for completion was October 3rd. With the additional 15 working days provided on Change Order #2, this extends the project end date to October 24th (not counting Saturdays and Sundays). Effective after this date, the contract includes provisions that damages may be imposed at the rate of \$1,500 per day.

Additional Information

In August, the contractor was several days behind the original proposed schedule. Staff requested multiple times a revised schedule that showed the contractor's plan to accelerate progress to complete the project on time. Unfortunately, this was not provided after multiple requests. Finally, in late August, a revised schedule was provided that did not meet the request of staff. The schedule showed completion of Wright Street in October with work on 10th Street extending to December 2nd. When it became more apparent that, at the current pace of work and the commitment of crew/equipment resources that were being presented in the revised schedule, work would not be able to be completed within the contract time or by the reasonable expectation of end of construction season. With the project specifically phased into two parts, Wright Street and 10th Street separately for purposes to maintain reasonable access for businesses in the project area, it was unadvisable to allow the contractor to begin work on 10th Street prior

to completion of Wright Street as originally intended. Staff met with the contractor again in early September indicating that it would not be advisable to remove the existing street on 10th Street at this time as the progress on Wright Street was troublesome and it would likely be experiencing poor weather conditions at the time work could commence on 10th Street. Staff did include some members of the City Council to participate in those discussions with the contractor, not as a decision-making group, but rather to keep members of the Council aware of the status of the project and the likelihood that portions of the overall contract would not be feasibly completed in 2025. Inclusion of members of the Council in this meeting with the contractor was also intended to impress the seriousness of the situation on the contractor's leadership. Staff included some of the options that staff was having to evaluate, again not to seek a decision of the Council but keep abreast of the situation and directions staff was considering. Those options are also included in both this memo and the one in the memo from October. Such as allowance to work out of phase and open up 10th Street before Wright Street was completed, contract termination, or others.

Knowing the amount of work remaining and the amount of appropriate weather expected, focus of staff was to direct the contractor to continue progress on the project towards, at a minimum, completion of all but the final wearing course of Wright Street. The concern was to ensure that work was done in a manner that still provided a quality final product. Had staff allowed for early opening of 10th Street to attempt completion in 2025, there was a high likelihood that business access during construction would have been very problematic, Wright Street would not have been completed, and 10th Street would be left as gravel surface over the winter. With that risk, again, focus was to work towards providing a paved street surface on Wright Street prior to winter.

Next Steps

With the expectation that 10th Street is not completed in 2025, staff held property owner meetings at City Hall on 10/13 (midday and evening) to provide updates to property owners on the project regarding the progress to date, how things are planned to be handled over the winter suspension, and what to expect as the remaining work on 10th Street is planned for 2026. Two people attended this meeting.

Beyond working with the contractor to complete the remainder of the project in 2026, an option for the Council to consider would be contract termination. There are many further considerations with this option such as potential legal ramifications, additional costs, restarting of the assessment process, and others. With all factors considered, staff would not recommend further exploring this option. Staff's recommendation for the project would be as follows:

- Determine the appropriate allowances for working days and costs for other temporary items during winter suspension.
- Allow the contractor the ability to complete 10th Street reconstruction in the beginning of 2026. An appropriate and acceptable timeframe for this work to be discussed between contractor and Council over winter.
- Following completion of the work and determination of final construction quantities, a final pay estimate would be presented to the City Council with a recommendation of assessment of liquidated damages. As the holder of the contract, the Council can elect how much of the recommended damages to assess: all, some, or none.

Beech/Oakridge Reconstruction Project

Work has mostly been completed on this project. Some final items that remain include the sidewalk on the north half of Beech Street, the final bituminous wearing surface on Beech Street, along with other punchlist items. The remaining work was left to be completed in early 2026, as weather no longer permitted for quality workmanship and product. The original project completion in the contract is October 24th. There is likely going to be a request for some additional working days for additional work necessary to correct areas of subgrade issues. This amount has not been determined with the contractor, and thus not yet presented to the Council for approval.

Hawkins/Ronald/Joseph Resurfacing Project

The resurfacing work on Hawkins Drive has been completed, including replacement of the fire hydrants. As the TH 371B/Willow Roundabout project completed at the end of October, it was unadvisable to begin underground utility replacement (watermain) in the alley at that part of the season. Thus, the contractor is intending to have the Ronald/Joseph (including alley) portion of the work completed in early 2026. The contract allows for a completion in June 2026 due to the concern about timing of the ability to start and complete before the end of the 2025 construction season. Some gas main relocation work will also be completed shortly to avoid conflicts with the construction of the watermain in the alley.

TH 371B/Willow Street Roundabout Project

The work on this project is mainly complete, with some minor supply issues for the RRFB signage remaining. Once the remaining parts are received, they are intended to be installed. The contract will be held open until spring once final turf establishment is achieved and all remaining punch list items are completed.

Other Project Updates

Lowell Safe Routes to School Project – Work is complete. WSB is working with the contractor to determine final agreed upon quantities for project closeout.

South Brainerd Resurfacing Project – Work is complete. Bolton & Menk is working with the contractor to prepare a final estimate for project closeout.

M Street Outfall Repair Project – Work is complete. WSB is working with the contractor to determine final agreed upon quantities for project closeout.

Seal Coat Project – Work is complete. Staff is discussing final quantities with the contractor prior to a final pay estimate is presented.

Large Patching Project – Work is complete, project closed.

Pavement Markings Project – Work is complete, project closed.



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Consider Enacting an Ordinance Regulating Massage Therapy Businesses

AGENDA: SPW Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: John Davis, Police Chief

DEPARTMENT: Police

PRESENTER: John Davis, Police Chief

ESTIMATED TIME (MIN): 5

SUMMARY OF ISSUE: To address rising criminal activity and concerning conduct at local massage therapy businesses, staff seeks council direction on implementing a local regulatory ordinance. Unlike most states, Minnesota does not license massage therapy at the state level, prompting many cities to adopt their own licensure requirements to ensure public safety. Staff is requesting direction from the council regarding the drafting of a proposed ordinance to regulate licensing and business practices for massage therapy.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The following incidents document the most significant public safety concerns encountered by the police department regarding massage therapy establishments in the past year:

- **Alleged Sexual Assault:** An owner/therapist is the subject of sexual assault allegations involving three separate clients. Following the investigation, the police department has made arrests regarding two of these offenses.
- **Outstanding Warrants:** An owner/therapist was taken into custody on active out-of-county arrest warrants related to prostitution charges.
- **Prior Criminal History:** Following reports of illicit sexual activity at a local establishment, police identified an owner/therapist with a documented history of criminal convictions for prostitution across multiple states.

RECOMMENDED ACTION/MOTION: Direct staff to draft a proposed ordinance to regulate licensing and business practices for massage therapy.

FINANCIAL IMPACT: Staff Time



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Approve Updated Animal Control Contract

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: John Davis, Police Chief

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The City's current animal control contract expires at the end of the year. A proposed three-year contract is attached for continued services through Lakes Area Animal Control.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: This agreement has been reviewed and approved by our Police Chief and our City Attorney.

RECOMMENDED ACTION/MOTION: Move to approve three-year animal control agreement with Lakes Area Animal Control.

FINANCIAL IMPACT: As noted in agreement

ANIMAL CONTROL ENFORCEMENT AGREEMENT

Between the City of Brainerd, Minnesota and Lakes Area Wildlife Control (LAWC)

Effective Dates: January 1, 2026 – December 31, 2028

1. Parties

This Agreement is made and entered into by and between the City of Brainerd, Minnesota (hereinafter referred to as the “City”) and Lakes Area Wildlife Control (hereinafter referred to as the “Contractor” or “LAWC”).

2. Compensation

As compensation for services rendered under this Agreement, the City shall pay LAWC according to the following schedule:

- 2026: \$3,361 per month
- 2027: \$3,462 per month
- 2028: \$3,567 per month

3. Scope of Services

A. Animals Running at Large

LAWC shall respond to and attempt to capture animals running at large within City limits in violation of applicable ordinances. Captured animals shall be returned to their owner, if identifiable, or transported to the designated impound facility. The City shall be responsible for any impoundment fees beyond pickup and delivery.

B. Citations and Enforcement

LAWC shall issue citations or warnings for violations of City animal ordinances and/or Minnesota State Statutes. Notification of each citation shall be provided to the City Police Department so an incident report can be generated.

C. Investigation of Animal Bites

LAWC shall investigate domestic animal bite incidents, prepare reports (including photographs when applicable), and deliver documentation to the Police Department. If quarantine is required, the animal shall be transported to the impound facility or monitored at the owner’s residence as appropriate. Notification of each case shall be made to the Police Department for reporting.

D. Barking Dog Complaints and Noise Nuisances

LAWC shall investigate barking, howling, or other noise complaints involving domestic animals.

E. Cruelty, Neglect, and Abandonment Complaints

LAWC shall investigate all complaints of cruelty, neglect, or abandonment of animals, as defined in Brainerd Code §900.29 and Minnesota Statutes Chapter 343. LAWC shall coordinate with law enforcement to ensure appropriate action.

F. Licensing and Rabies Compliance

LAWC shall verify compliance with animal licensing and rabies vaccination requirements under Brainerd Code §900.03 and Minn. Stat. §347.14. Request proof of current rabies vaccination and licensing when appropriate. Issue warnings or citations for noncompliance.

G. Dangerous and Potentially Dangerous Dogs

LAWC shall enforce provisions of Brainerd Code §§900.25–900.27 and Minn. Stat. §§347.50–347.56 relating to dangerous or potentially dangerous dogs. Duties include investigating reports of aggressive or biting dogs, issuing written notices to owners, coordinating hearings before the City Council as required, ensuring confinement, insurance verification, or destruction orders are carried out when directed by the City, and maintaining complete documentation of each dangerous dog case.

H. Diseased or Injured Animals

LAWC shall respond to and take custody of any sick, injured, or diseased animal that may pose a health or public safety concern within the City. This includes domestic and non-domestic animals exhibiting symptoms of communicable disease, severe injury, or behavior suggesting a threat to humans or other animals, pursuant to Brainerd Code §900.23.

I. Wild and Exotic Non-Domesticated Animals

In accordance with Brainerd Code §900.05 and Section 902, LAWC shall investigate reports of prohibited wild or exotic non-domesticated animals within city limits. Coordinate with the Brainerd Police Department, MN Department of Natural Resources, and USDA Animal Damage Control when required. Assist with seizure or impoundment under §902.11 when necessary. Wild animal removal services unrelated to City ordinance enforcement shall remain the responsibility of the property owner and outside this Agreement.

J. Court Appearances and City Council Meetings

Court Appearances and City Council Meetings When required, LAWC shall attend court proceedings and/or City Council meetings related to the services provided under this Agreement. Such attendance shall not incur any additional fees or compensation beyond the monthly rate established in this Agreement.

K. Transportation Vehicle

LAWC shall provide and maintain a suitable vehicle for the safe and humane transport of animals. Proof of adequate vehicle insurance coverage shall be provided to the City.

L. Liability Insurance

LAWC shall maintain general liability and vehicle insurance coverage at levels acceptable to the City. Proof of coverage shall be provided to the City upon request.

M. Impoundment and Recordkeeping

LAWC shall maintain a detailed record of every animal impounded, including date, species, description, reason for impounding, and disposition. Ensure humane care, feeding, and shelter for all impounded animals in accordance with Minnesota Statutes §§346.37–346.38 and Brainerd Code §900.09. Coordinate owner notifications and reclaim procedures as required.

N. Availability and Response Requirements

General Response: LAWC shall respond to all animal control calls as soon as reasonably possible after receiving. No “active patrol” duties are required. While immediate response to every call may not be possible due to service area size, LAWC shall make every reasonable effort to ensure timely service delivery.

Normal Business Hours: 8:00 a.m. – 6:00 p.m., Monday through Friday, and 25 Saturdays per year (at LAWC’s discretion). LAWC shall provide 285 ten-hour service days per calendar year. The monthly rate includes all calls received during normal business hours, as well as those extending past 6:00 p.m.

The date and time LAWC conducts follow-up investigations will be determined by LAWC based on the needs of the investigation and their availability. Investigative follow-up which occurs outside of normal business hours will not incur any additional expense to the City.

LAWC shall provide written notice to the Chief of Police identifying the twenty-five (25) Saturdays each calendar year during which services will be provided during normal business hours. Such notice shall be submitted as follows:

- For January through March service days, by December 15 of the preceding year.
- For April through June service days, by March 15.
- For July through September service days, by June 15.
- For October through December service days, by September 15.

If LAWC becomes unavailable on a scheduled service day, LAWC shall provide at least twenty-four (24) hours’ advance email notice to the Deputy Police Chief. The notice shall include identification of an alternate service day to ensure fulfillment of the annual service commitment.

After-Hours Calls: Calls received outside normal business hours must originate directly from a Brainerd Police Department officer. At the time of the request, LAW C must advise the requesting officer that the call will result in an additional fee for services performed outside of normal business hours. Each such call shall be documented and billed at \$100 per call, and the details shall be included in the monthly invoice.

O. Monthly Reporting

LAW C shall submit a monthly report to the City Administrator and the Police Chief summarizing all calls received and services performed. Reports shall include date and time of call, nature of incident, and response actions and outcome.

P. Cooperation with City Departments

LAW C shall cooperate fully with the Brainerd Police Department, City Administration, and any other agencies involved in enforcing animal control laws, ensuring consistent application of ordinances and statutes. The Brainerd Police Department may refer or forward incidents, investigations, or reports involving animals to LAW C for additional investigative follow-up and case closure as necessary. In such instances, LAW C shall conduct any supplemental investigation, document findings, and provide all relevant updates or reports back to the Police Department to ensure accurate recordkeeping and case resolution.

Q. General Enforcement Authority

LAW C shall be responsible for the investigation and enforcement of all provisions contained within Brainerd City Code Sections 900 (Animals) and 902 (Wild or Exotic Non-Domesticated Animals), and all applicable animal enforcement laws related to domestic animals within the Minnesota State Statutes. This includes, but is not limited to, responding to, investigating, and enforcing violations not otherwise specified in this Agreement that pertain to the control, care, welfare, licensing, or regulation of animals within the City of Brainerd. LAW C shall exercise such authority in coordination with the Brainerd Police Department and in compliance with all applicable City policies and State laws.

4. Independent Contractor Relationship

LAW C is engaged as an independent contractor and not as an employee of the City. LAW C shall have full control over the means and methods used to perform services under this Agreement and shall supply, at its own expense, all equipment, materials, and tools required. LAW C shall not be entitled to any City-provided employee benefits. Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

5. Indemnification

To the fullest extent permitted by law, LAW C shall defend, indemnify, and hold harmless the City and its officials, employees, and agents from and against all claims, damages, losses, or expenses (including reasonable attorney fees) arising from LAW C's

negligence and intentional acts or omissions under this Agreement. This obligation extends to any subcontractor and survives completion or termination.

6. Term and Termination

This Agreement shall remain in effect from January 1, 2026, through December 31, 2028. Either party may terminate this Agreement upon ninety (90) days' written notice to the other.

7. Signatures

Lakes Area Wildlife Control
Michael O'Brien, Owner
9183 1st Ave
Breezy Point, MN 56472

Signature: _____ Date: _____

City of Brainerd

By: _____ Date: _____

Mayor

By: _____ Date: _____

City Administrator



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Approve Updated Misdemeanor Prosecution Services Agreement with Severson Porter

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The current City misdemeanor prosecution agreement with Severson Porter Law expires 12/31/25. The attached agreement, if approved, would be active from 1/1/26 - 12/31/28. Historical costs for this contract are:

2023: \$220,000

2024: \$226,600 (3% CPI)

2025: \$233,171.40 (2.9% CPI)

2026: \$239,583.61 (2.75% CPI)

Annual cost increases are the result of a twelve-month average percent change of the consumer price index for the midwest region. This rate has a minimum of a 1% annual increase and is capped with a maximum 3% annual increase. Costs for 2027 and 2028 are not yet known but are capped at a 3% increase.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Council approval of this agreement is contingent upon approval of a Joint Powers Agreement with the cities of Baxter and Nisswa. The city attorney has approved the attached agreement. Finally, Severson Porter has language in this agreement that they want to actively pursue the city's purchase of case management software to more effectively manage data. This is an approved budgeted item.

RECOMMENDED ACTION/MOTION: Move to approve agreement with Severson Porter Law for misdemeanor prosecution services for calendar years 2026 and 2027 contingent on approval of a Joint Powers Agreement with the cities of Baxter and Nisswa for their like services, and direct staff to explore case management software options with Severson Porter to aid in these functions.

FINANCIAL IMPACT: \$239,583.61 for 2026

CITY OF BRAINERD LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") made this 3rd day of December, 2025, by and between the City of Brainerd ("City"), a Minnesota municipal corporation, and Severson Porter Law, P.A., ("SPL"), a Minnesota professional association.

RECITALS

WHEREAS, the City desires to have SPL provide prosecution services for the City, for all petty misdemeanors, misdemeanors, and applicable gross misdemeanors offenses, arising out of its jurisdiction, as set forth in this Agreement; and

WHEREAS, as a part of this Agreement, SPL shall also provide identical prosecution services for the City of Baxter and the City of Nisswa; and

WHEREAS, SPL will provide said prosecutorial services; and

WHEREAS, the City and SPL desire to memorialize their understanding in this Agreement regarding the scope of work and fee arrangements for said legal representation.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The above-stated recitals are a part of this Agreement and are specifically incorporated herein by reference.
2. Term of Agreement. This Agreement shall be effective January 1, 2026 through December 31, 2028.
3. Services Provided. SPL shall prosecute all petty misdemeanors, misdemeanors, and those gross misdemeanors offenses that may be prosecuted by the City under Minnesota Law and city ordinances, which occur within the jurisdictional limits of Brainerd, Baxter, and Nisswa. Such matters include Driving After Cancellation – Inimical to Public Safety, theft cases between Five Hundred and No/100 dollars (\$500.00) and One Thousand and No/100 dollars (\$1,000.00), receiving stolen property, check forgery, financial transaction card fraud, school bus stop arm violations, no insurance, and gross misdemeanor violations of Minn. Stat. 169A. SPL shall also represent the City in all forfeiture matters arising from and related to a criminal matter prosecuted by SPL under this Agreement.
4. Compensation and Fees. SPL agrees to provide the above-stated services under the following terms and rates:
 - a. *Fee*. The 2025 annual rate for the services provided under this Agreement shall be Two Hundred Thirty-nine Thousand Five Hundred Eighty-three and 61/100 dollars (\$239,583.61), which shall be paid in monthly installments. Said payments shall be payable on the first Wednesday following the first Council meeting after the service month is completed.

- b. *Hourly Rate.* SPL shall charge One Hundred Fifty and No/100 (\$150.00) per hour for any legal services provided to the City, if such services provided are beyond the services described in paragraph 3, above. The City Administrator of the city for whom the services are to be rendered, shall approve the services for which the hourly fee is proposed to be charged, prior incurring the costs of those services.
- c. *Expert Witness Fees.* On occasion, it may be necessary to retain an expert witness to increase the likelihood of success in criminal matter. No expert witness shall be retained without prior approval from the City Administrator of the city for whom the services are to be rendered. The city for whom the services are to be rendered shall be responsible for any such expert witness fees.

Fee Adjustments. The Fee stated in paragraph 4(a), above, shall be increased annually based upon the twelve (12) month (July – June) average percent change of the Consumer Price Index, Midwest Region (All Items), and shall fall within a range of 1-3%, with 1% being the minimum increase and 3% being the maximum increase in a given year. The annual adjustment shall be automatic and effective January 1 of each year.

- d. *Expenses.* Except as expressly stated herein, SPL shall pay for all expenses related to the services rendered pursuant to this Agreement. Upon the agreement of SPL and the City, the City shall provide any electronic case management systems utilized for prosecution services under this Agreement. All case-related data stored in or through such systems shall be and remain the property of each respective City for which said data is generated except any attorney work product prepared by SPL. In accordance with the Rules of Professional Responsibility and applicable Minnesota law, SPL shall be responsible for the proper use and day-to-day management of case files within such systems, but shall neither own nor bear financial responsibility for the systems themselves. Should the City elect to implement or migrate to a new electronic case management system, the City shall be solely responsible for all related costs, including licensing, setup, training, and data migration. For purposes of public data request under Chapter 13 of the Minnesota Statutes, the parties may execute a separate agreement determining the responsibility of responding to public data requests for data stored in any such electronic case management system.

- 5. Files and Records. So long as there is not an electronic case management system, SPL shall keep complete files and records for all matters handled for the City. SPL shall retain closed filed for five (5) years, after which all physical versions of such files may be destroyed.
- 6. Reporting. SPL shall provide the City with an annual case load summary based on Initial Complaint Report (ICR) records from law enforcement on or before August 15 of each year, for the services provided during the previous July 1 through June 30. SPL shall further provide case load summary information upon request of the City Administrator of the City.
- 7. Insurance. SPL shall obtain, at its own expense, malpractice insurance with a minimum of One Million and No/100 dollars (\$1,000,000.00) in coverage. SPL shall provide proof

of coverage to the City upon request. SPL shall, at its own expense, provide its own auto insurance, worker's compensation insurance and any other coverage it deems necessary.

8. Independent Contractor Status. SPL acknowledges that SPL is an independent contractor and neither its attorneys nor its staff are not employees of the City of Brainerd, City of Baxter, or City of Nisswa. Neither SPL nor its employees are covered by any insurance obtained by Brainerd, Baxter, or Nisswa.
9. Renewal. This Agreement may be renewed every three (3) years. Said renewal is contingent upon both SPL and the City issuing a written notice of intent to renew to the other party at least six (6) months before the expiration of the then current term.
10. Termination. This Agreement shall be terminated upon the occurrence of any of the following: (1) SPL's inability to carry on their practice due to disability, suspension of license, or retirement of one or more of the SPL attorneys; or (2) dissolution of Severson Porter Law, P.A. for any reason. This Agreement may be terminated for any reason by any party hereto upon providing six (6) months' written notice.
11. Ambiguity. The rule of construction that ambiguities shall be construed against the drafter shall not be applicable herein, all parties being represented by counsel.
12. Authority. The parties acknowledge and represent that the signors of this Agreement have the proper authority to bind themselves to this Agreement and that they are authorized to sign any agreement that may be reached by the parties.
13. Severability. If, for any reason, any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, such invalidity or unenforceability shall affect only such particular term or provision of this Agreement, and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties hereto also consent to the exclusive jurisdiction of the courts of the State of Minnesota, and venue in Crow Wing County District Court, in any and all actions and proceedings between the parties hereto arising under or growing out of this Agreement and irrevocably agree to service of process by any means authorized under Minnesota law.
15. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

16. Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
17. Assignability. Neither party may assign its rights or obligations under this Agreement without first obtaining written approval from the other party.
18. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties.
19. Contingency. This Agreement is contingent upon the Cities of Brainerd, Baxter and Nisswa executing a Joint Prosecution Services Agreement.

Approved:
CITY OF BRAINERD

SEVERSON PORTER LAW, P.A.

Dave Badeaux
Mayor

Mark A. Severson
Partner

Nicholas Broyles
City Administrator

Kurt W. Porter
Partner



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Discussion of 2026 Non-Working Funds Budgets

AGENDA: P&F Committee

ACTION REQUESTED: Information Only

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE:

Please see the attached memo from Staff and attached proposed budgets for Transit, Recycling, Parking Lot, Permanent Improvement, Mayor's Contingency, Sanitary and Storm Sewer Funds.

The Council also adopts a budget for the EDA fund and Library. It is not included in the packet as the EDA Commission will be meeting on December 4th to finalize the budget and will be presented to the Council at the December 16th council meeting for discussion and adoption. The Library budget may not be adopted until the first meeting in January, as the next library board meeting is December 17th.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

Review/discussion of budgets

FINANCIAL IMPACT:

MEMO



TO: Mayor and Council

FROM: Finance Director Connie Hillman

DATE: November 26, 2025

RE: Non-Working Funds 2026 Budget Discussion

The Council has had several discussions about the working funds – General, Public Safety, Parks, and Streets – as the operations of these funds are supported by property taxes as well as the capital fund. However, there are other funds that the Council has historically officially adopted a budget for as well.

Transit Fund:

The Transit Fund accounts for government grant revenues which are restricted for the expenditures of the City's dial-a-ride transportation system operation. Transit is funded through state and federal grants and ridership fees.

Recycling Fund:

The Recycling Fund accounts for revenue from Crow Wing County's SCORE funds that are restricted for the City's recycling program. The Fund also accounts for the revenue and costs of the used oil recycling facility located at the fire department. 100% of the SCORE funds received were distributed to the garbage haulers licensed with the City. Since 2020, the City will not receive any SCORE funds from the County. The amount budgeted to be received in free-will offerings, does not cover the cost of the charge for collection of the used anti-freeze and filters as well as the dumpster that is also provided. The facility promotes water quality and reduces the possibility of pollutants entering our waterways from illegal dumping or spills. Therefore, to balance the budget a transfer of \$1,500 will be made from the Storm Sewer fund as done since 2021.

City Parking Lots Fund:

The City Parking Lots Fund accounts for all charges for services from parking lot rentals which are committed to maintaining the City's paid parking lots. The last time Council increased the rates effective April 2022.

Permanent Improvement Fund:

The Permanent Improvement Fund is established by authority of the City Charter to account for the property tax levy which is committed for paying the cost of improving

streets and alleys. The amount of the property tax collected cannot exceed 9% of the City's previous year's total levy. For 2026, the levy is 6% of the 2025 total levy. The funds are transferred out of the Permanent Improvement fund into the Construction Fund (401).

Mayor's Contingency Fund:

The Mayor's Contingency Fund was established by City Council policy to account for local government aid which is committed for the use of the Mayor in paying expenditures incurred by the Mayor in promoting the best interest of the City. Any funds not used by the end of the year are transferred back to the General Fund.

Sanitary Sewer Collection Fund:

The Sanitary Sewer Collection Fund is a proprietary fund. A proprietary fund is a business-like fund of a local government and uses the full accrual method of accounting. The Sanitary Sewer Collection Fund provides for the operation and maintenance of the wastewater collections. The fund charges user fees to those served by the system.

The budget reflects the R&M portion of the road construction projects that are associated with the sanitary sewer collection system. The capital portion of the construction projects are not in the budget as this fund is a proprietary fund. The cost of these projects as well as associated principal debt payments come into play when we do the rate study and cash flow analysis.

Storm Sewer Collection Fund:

The Storm Sewer Fund is also proprietary fund. The Storm Sewer Fund provides for the maintenance of the City's storm sewer system. The fund charges user fees to those served by the system.

The increase in the Salaries and Benefits line includes the shared Environmental Resources Tech between Brainerd and Baxter. 100% of the estimated cost is included in this line and 50% of the estimated cost from Baxter is part of the Intergovernmental revenue line item.

The budget reflects the R&M portion of the road construction projects that are associated with the storm sewer collection system. The capital portion of the construction projects are not in the budget as this fund is a proprietary fund. The cost of these projects come into play when we do the rate study and cash flow analysis.

If you have any questions before the meeting, please let me know.

TRANSIT FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Property Taxes	-	-	-
Grants & Aids	1,459,551	1,669,670	1,644,030
Intergovernmental	-	-	-
Charges for Services	179,935	164,400	189,772
Other Revenue	7,447	5,000	10,000
Total Revenues	1,646,933	1,839,070	1,843,802
Expenditures			
Personnel Services	138,491	252,022	271,305
Supplies	80,758	86,550	92,679
Services	1,233,594	1,279,528	1,315,827
Capital	114,904	147,000	127,300
Total Expenditures	1,567,746	1,765,100	1,807,111
Other Sources (Uses)			
Transfer In (Out)	-	-	-
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	-	-	-
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	79,186	73,970	36,691
Fund Balance - Jan 1st	264,166	343,353	417,323
Fund Balance - Dec 31st	343,353	417,323	454,013

RECYCLING FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Property Taxes	-	-	-
Intergovernmental	-	-	-
Used Oil Revenue	300	500	200
Other Revenue	19	-	-
Total Revenues	<u>319</u>	<u>500</u>	<u>200</u>
Expenditures			
Services	-	-	-
Used Oil Expenditures	1,743	1,822	1,913
Total Expenditures	<u>1,743</u>	<u>1,822</u>	<u>1,913</u>
Other Sources (Uses)			
Transfer In (Out)	1,500	1,500	1,500
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>76</u>	<u>178</u>	<u>(213)</u>
Fund Balance - Jan 1st	433	509	687
Fund Balance - Dec 31st	509	687	474

PARKING LOT FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Property Taxes	-	-	-
Charges for Services	50,195	52,000	51,000
Other Revenue	-	-	-
Total Revenues	<u>50,195</u>	<u>52,000</u>	<u>51,000</u>
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	17,152	17,731	18,158
Capital	-	-	-
Total Expenditures	<u>17,152</u>	<u>17,731</u>	<u>18,158</u>
Other Sources (Uses)			
Transfer In (Out)	(14,936)	(30,700)	(30,700)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(14,936)</u>	<u>(30,700)</u>	<u>(30,700)</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>18,107</u>	<u>3,569</u>	<u>2,142</u>
Fund Balance - Jan 1st	(23,513)	(5,407)	(1,838)
Fund Balance - Dec 31st	(5,407)	(1,838)	304

PERMANENT IMPROVEMENT FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Property Taxes	378,470	417,539	425,890
Other Taxes	5,766	-	-
Total Revenues	<u>384,237</u>	<u>417,539</u>	<u>425,890</u>
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	-	-	-
Capital	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Other Sources (Uses)			
Transfer In (Out)	(387,457)	(417,539)	(425,890)
Other Sources (Uses)	-	-	-
Total Other Sources (Uses)	<u>(387,457)</u>	<u>(417,539)</u>	<u>(425,890)</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>(3,221)</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	8,964	5,743	5,743
Fund Balance - Dec 31st	5,743	5,743	5,743

MAYOR'S CONTINGENCY FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Intergovernmental	-	-	2,500
Total Revenues	<u>-</u>	<u>-</u>	<u>2,500</u>
Expenditures			
Personnel Services	-	-	-
Supplies	-	-	-
Services	564	2,500	2,500
Capital	-	-	-
Total Expenditures	<u>564</u>	<u>2,500</u>	<u>2,500</u>
Other Sources (Uses)			
Transfer In (Out)	2,500	2,500	-
Other Sources (Uses)	(1,936)	-	-
Total Other Sources (Uses)	<u>564</u>	<u>2,500</u>	<u>-</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Jan 1st	-	-	-
Fund Balance - Dec 31st	-	-	-

SANITARY SEWER ENTERPRISE FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Operating Revenues			
Charges for Services	905,864	852,765	907,378
Miscellaneous Revenue	2,466	-	-
Total Revenues	<u>908,330</u>	<u>852,765</u>	<u>907,378</u>
Operating Expenditures			
Salaries and Benefits	205,595	195,151	208,325
Professional Services	989	1,000	9,000
Repairs and Maintenance	60,034	40,000	132,610
Insurance	5,949	6,306	6,623
Lease Payments	21,274	15,038	15,038
Depreciation/Amortization	493,907	482,000	480,000
Materials and Supplies	6,979	8,800	10,300
Miscellaneous	2,107	2,676	3,114
Total Operating Expenses	<u>796,833</u>	<u>750,970</u>	<u>865,010</u>
Operating Income (Loss)	<u>111,497</u>	<u>101,795</u>	<u>42,368</u>
Nonoperating Revenues (Expenses)			
Intergovernmental	278,550	275,000	264,143
Gain (Loss) on Disposal of Asset	-	-	-
Interest Income	32,040	5,000	25,000
Interest Expense and Fiscal Charges	(39,749)	(28,674)	(22,444)
Contributed Capital	-	-	-
Total Nonoperating Revenue (Exp.)	<u>270,841</u>	<u>251,326</u>	<u>266,699</u>
Change in Net Position Before Transfers	<u>382,338</u>	<u>353,121</u>	<u>309,067</u>
Transfers In (Out)	-	-	-
Change in Net Position	<u>382,338</u>	<u>353,121</u>	<u>309,067</u>
Net Position- Beginning of Year	9,187,626	9,569,964	9,923,084
Net Position - End of Year	9,569,964	9,923,084	10,232,152

STORM SEWER ENTERPRISE FUND

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Operating Revenues			
Charges for Services	554,787	485,000	576,363
Total Revenues	<u>554,787</u>	<u>485,000</u>	<u>576,363</u>
Operating Expenditures			
Salaries and Benefits	93,905	157,958	169,404
Professional Services	6,625	2,500	10,470
Repairs and Maintenance	290	20,000	127,088
Insurance	2,974	3,152	3,662
Lease Payments	2,540	10,263	10,263
Depreciation/Amortization	339,386	300,000	270,000
Materials and Supplies	523	1,200	2,296
Miscellaneous	5,139	7,802	7,208
Total Operating Expenses	<u>451,382</u>	<u>502,875</u>	<u>600,391</u>
Operating Income (Loss)	<u>103,405</u>	<u>(17,875)</u>	<u>(24,028)</u>
Nonoperating Revenues (Expenses)			
Intergovernmental	888,597	60,066	63,260
Interest Income	969	-	-
Interest Expense and Fiscal Charges	(577)	-	(7,930)
Total Nonoperating Revenue (Exp.)	<u>888,989</u>	<u>60,066</u>	<u>55,330</u>
Change in Net Position Before Transfers	<u>992,394</u>	<u>42,191</u>	<u>31,301</u>
Transfers In (Out)	(1,500)	(1,500)	(1,500)
Change in Net Position	<u>990,894</u>	<u>40,691</u>	<u>29,801</u>
Net Position- Beginning of Year	7,148,107	8,139,001	8,179,692
Net Position - End of Year	8,139,001	8,179,692	8,209,494



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Discussion of 2026 Operating Budget and Levy

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 15 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. This was the levy used to send out the preliminary tax statements to residents in November. The final levy, and budget for the general fund needs to be set by December 31st. The final levy can be lower than, but not higher than, the preliminary levy.

Staff gave council an update at the November 17th meeting, at which time the levy was \$7,677,892 or an 8.17% increase over the 2025 levy amount. The budget has been updated with changes noted below:

- Actual workers' compensation renewal information. The LMCIT lowered all work comp rates by 25%, and our experience mod for 2026 is .79. We had previously estimated the experience mod to be .75 and a 5% increase in rates.
- Changes to the estimates for general liability renewal based on additional information received from LMCIT.
- Updated various line items of the budget for agreements that are being finalized, i.e. misdemeanor prosecutor agreement, animal control, and audit services.
- Open enrollment for 2026 benefit elections has been completed. The budget has been updated for actual health insurance plans employees have elected for 2026. Previously, it was assumed all eligible employees would elect the same coverage they had for 2025.
- Staff reviewed every revenue and expense line item against averages and where we think we will end up for 2025 and adjusted budgeted line items as appropriate.

As a result of the above items, the levy is at \$7,434,915 or a 4.74% increase (\$336,755) over the 2025 levy. The preliminary levy has been lowered by approximately \$231,000. Over 57% of the amount is a result of the City's very favorable work comp renewal rates, assumed changes to general liability, and changes in employee health insurance elections for 2026.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Per Council direction, the Council President, P&F Chair, City Administrator and Finance Director met on

November 20th. We went over the above-mentioned changes that were made at that time. Council President and P&F Chair recommended the following items be made to the proposed capital budget:

- Move the \$200,000 city hall bathroom remodel from 2026 to 2027.
- Removed the \$784,000 that was in the budget for the Public Works Garage - Exterior and Lot (Study). This was from the WSN study that was done 2018/2019. This is for bituminous parking surface and crack sealing (what is currently paved, not adding new pavement). Also, it includes crack sealing the concrete surface, signing and striping, ADA compliance, exterior doors, ballasted and shingled roof, precast concrete panel and exterior premier caulking, and downspouts.

It would be Staff's recommendation to reinstate the \$784,000 for the public works garage.

Also, at the November 17th Council meeting, a motion was made by Bevans, seconded by Johnson, to make the decision of Gustafson Park part of the 2026 budget proposal. Staff did not include anything in the 2026 budget for the potential sale of Gustafson Park, as a decision has not been made by Council, and the likelihood that any proceeds would be received in 2026 is unlikely, since it will be at least a 10-month process to get the property ready for sale. Gustafson Park discussion will be an agenda item after the budget public hearing and annex discussion on December 8th.

The budget public hearing is scheduled for Monday, December 8th at 6:00 pm. The reason for the budget public hearing is to allow citizens to learn about the City's budget/levy, and a chance for citizens to provide input. If Council would like to have more discussion on the budget/levy, Staff can add another agenda item to the December 8th meeting for additional council discussion. Another option could be to set a separate meeting.

Attached you will find:

- 2026 levy overview as of 11/25/25
- 2026 general fund/working funds budget as of 11/25/25 (includes Parks)
- 2026 capital levy as of 11/25/25 (includes Parks), excludes \$784,000 for public works garage
- An overview of the 2026 Parks budget. The Parks is part of the general fund/working funds as the operations are primarily supported with levy dollars, but Council has previously mentioned they would like the Parks budget separated out for approval.

RECOMMENDED ACTION/MOTION:

Discussion of the 2026 budget and levy. It is Staff's recommendation to:

- Reinstatement the \$784,000 for the public works garage in the capital plan.
- Present a 2026 levy of \$7,435,323 (4.75% increase) at the public hearing.
- Use the \$4,735,323 in the proposed resolution to be presented at the December 15th meeting to set the final 2026 levy.

FINANCIAL IMPACT:

2026 Levy Overview
As of 11/25/25

	Actual 2024	Adopted Budget 2025	Current 2026 Budget	Difference in Budgets	% Difference Current vs 2025 Budget
TOTAL OPERATING EXPENDITURES					
Personnel Services	\$ 8,507,778	\$ 9,091,429	\$ 9,578,278	\$ 486,849	5.36%
Supplies	635,844	716,900	692,375	(24,525)	-3.42%
Services	2,803,710	3,208,645	3,338,237	129,592	4.04%
Transfers Out/Capital Outlay	813,577	408,332	414,249	5,917	1.45%
Total Expenditures	\$ 12,760,909	\$ 13,425,306	\$ 14,023,139	\$ 597,833	4.45%
TOTAL CAPITAL	\$ 1,255,927	\$ 1,180,927	\$ 1,180,927	-	0.00%
TOTAL DEBT LEVY	\$ 920,000	\$ 765,000	\$ 765,000	\$ -	0.00%
OTHER LEVIES					
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%
Total Other Levies	\$ 1,114,038	\$ 1,071,289	\$ 1,302,959	\$ 231,670	21.63%
TOTAL ESTIMATED EXPENDITURES	\$ 16,050,874	\$ 16,442,522	\$ 17,272,025	\$ 829,503	5.04%
TOTAL REVENUE - NON-PROPERTY TAX					
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)	(357,382)	37,342	11.67%
Charges for Services	(952,538)	(1,027,460)	(1,032,842)	5,382	0.52%
Fines & Forfeitures	(116,740)	(126,000)	(120,500)	(5,500)	-4.37%
Other Revenues	(1,264,389)	(961,000)	(1,103,300)	142,300	14.81%
Transfers In/Debt Proceeds	(114,820)	(187,000)	(179,000)	(8,000)	-4.28%
Total Revenues	\$ (9,439,005)	\$ (9,248,387)	\$ (9,633,560)	\$ 385,173	4.16%
(USE)/ADDITION TO FUND BALANCE					
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)	86,900	
Estimated Levy	\$ 6,596,869	\$ 7,098,160	\$ 7,434,915	\$ 336,755	4.74%
Actual Levy / <i>Proposed</i>	\$ 6,443,500	\$ 7,098,160	\$ 7,434,915		
% Increase		2.00%	4.74%		
\$ Increase		139,180	336,755		
Preliminary Levy			7,666,013		
\$ Change from Preliminary Levy			(231,098)		

WORKING FUNDS

(General, Public Safety, Parks, & Streets)

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Property Taxes	4,170,955	4,395,098	4,720,447
Other Taxes	239,878	198,500	179,500
Intergovernmental	6,362,634	6,244,561	6,454,548
Charges for Services	952,538	1,027,460	1,032,842
Licenses & Permits	388,006	503,865	561,370
Fines & Forfeits	116,740	126,000	120,500
Special Assessments	75,123	70,000	71,000
Interest	133,339	50,000	95,000
Market Adj. for Investments	160,939	-	-
Other Revenue	804,003	799,000	863,800
Total Revenues	13,404,155	13,414,484	14,099,007
Expenditures			
General Government	3,061,744	3,342,707	3,799,284
Police	4,981,865	5,300,134	5,567,088
Fire	1,337,774	1,348,310	1,414,590
Misdemeanor Prosecutor	226,600	233,171	239,584
Animal Control	83,679	80,229	84,243
Parks - all programs	1,196,811	1,453,269	1,479,527
Streets	1,348,819	1,572,308	1,558,992
Total Expenditures	12,237,292	13,330,128	14,143,308
Other Sources (Uses)			
Transfer In (Out)	(667,730)	(222,332)	(232,749)
Other Sources (Uses)	(177,107)	-	-
Sale of Assets	90,985	42,000	73,500
Total Other Sources (Uses)	(753,852)	(180,332)	(159,249)
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	413,012	(95,976)	(203,550)
Fund Balance - Jan 1st	3,657,226	4,070,238	3,974,262
Fund Balance - Dec 31st	4,070,238	3,974,262	3,770,712

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Expenditures			
Personnel Services	8,507,779	9,091,429	9,578,279
Supplies	635,844	716,900	692,375
Services	2,494,496	2,899,444	2,982,238
Other	599,173	622,355	890,416
Total Expenditures	12,237,292	13,330,128	14,143,308

CAPITAL EQUIPMENT & FACILITIES

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Revenues			
Property Taxes	1,229,971	1,180,927	1,180,927
Other Taxes	18,994	-	-
Intergovernmental	2,006	-	-
Special Assessments	102,342	-	-
Interest	61,677	3,346	37,175
Other Revenue	17,500	-	-
Total Revenues	<u>1,432,491</u>	<u>1,184,273</u>	<u>1,218,102</u>
Expenditures			
Capital	1,315,140	1,654,856	6,726,211
Total Expenditures	<u>1,315,140</u>	<u>1,654,856</u>	<u>6,726,211</u>
Other Sources (Uses)			
Bond Proceeds	-	-	5,160,000
Bond Issuance Costs	-	-	-
Transfer In (Out)	569,250	306,665	321,299
Other Sources (Uses)	149,251	85,600	40,100
Total Other Sources (Uses)	<u>718,501</u>	<u>392,265</u>	<u>5,521,399</u>
Excess of Revenue Over (Under)			
Expenditures and Other Sources (Uses)	<u>835,852</u>	<u>(78,318)</u>	<u>13,290</u>
Fund Balance - Jan 1st	2,918,334	3,754,186	3,675,868
Fund Balance - Dec 31st	3,754,186	3,675,868	3,689,158

CAPITAL EQUIPMENT & FACILITIES EXPENDITURE DETAIL

2026 Proposed Capital			
			Subtotals
Facilities			
City Hall Elevator Vestibule - EFIS	50,000	}	\$ 5,696,111
Public Works Garage - Exterior and Lot (Study)	-		
Public Works Garage - Fire Alarm	65,000		
Public Works Garage - Fire Suppression	80,000		
Fire Station 1 - Remodel/Addition	5,500,000		
Crack Sealing	1,111		
City Hall - General			
Office Furniture	10,000	}	\$ 10,000
Administration			
Scanner	3,600	}	\$ 53,600
Codification (Transfers Out)	50,000		
IT/GIS			
Computers - City Wide	100,000	}	\$ 186,000
Monitors - City Wide	20,000		
Server Replacement	15,000		
UPS (Battery Backup)	6,000		
Wi-Fi Hardware	15,000		
Security Cameras - Library	30,000		
Police			
Leased Squad Car Build Ups	66,000	}	\$ 69,500
Officer Furniture	3,500		
Fire			
Apparatus iPad Replacement	3,000	}	\$ 33,000
Radios and Pagers	30,000		
Civil Defense			
Siren	28,000	}	\$ 28,000
Community Development			
		}	\$ -
Public Works - Parks			
Tree Replacement	25,000	}	\$ 244,000
Picnic Table/Grilling Station/Trash Can Replacement	15,000		
Park Weed and Feed Program	25,000		
Bench Installation Program	5,000		
Park ADA Upgrades	25,000		
Park Sign Replacement	5,000		
Security Cameras	8,000		
Gator	30,000		
<i>Facility Projects</i>			
Lum Park - Stone Arch Roof Assembly	6,000		
Memorial - Main Playground	100,000		

CAPITAL EQUIPMENT & FACILITIES EXPENDITURE DETAIL (continued)

2026 Proposed Capital			
			Subtotals
Public Works - Streets			
Tree Replacement	25,000	}	\$ 456,000
Leased Vehicles Build Up	36,000		
Plow Truck	360,000		
Wing Plow (100% of Cost)	35,000		
Public Works - Engineering			
		}	\$ -
Total Cash to be Spent	6,776,211		
Park Board Long-term Capital Asset			
Maintenance Request	327,233		
Total Capital Planned 2026	\$ 7,103,444		

2026 Parks Board Budget Request
As of 11/25/2025

	Actual 2024	Adopted Budget 2025	Requested Budget 2026	Difference in Budgets	% Difference
TOTAL OPERATING EXPENDITURES					
Personnel Services	798,671	977,529	1,026,062	48,533	4.96%
Supplies	136,362	180,500	148,525	(31,975)	-17.71%
Services	261,778	295,240	304,939	9,699	3.29%
Transfers Out	-	-	-	-	0.00%
Total Expenditures	1,196,811	1,453,269	1,479,526	26,257	1.81%
TOTAL REVENUE - NON PROPERTY TAX					
Charges for Services	(12,593)	(12,250)	(10,250)	(2,000)	-16.33%
Other Revenues	(10,941)	(2,000)	(2,000)	-	0.00%
Program Revenues	(112,902)	(167,500)	(141,000)	(26,500)	-15.82%
Transfers In/Sale of Assets	-	(9,000)	(38,000)	29,000	0.00%
Total Revenues	(136,436)	(190,750)	(191,250)	500	0.26%
NET OPERATING	1,060,375	1,262,519	1,288,276	25,757	2.04%
TOTAL CAPITAL					
Equipment	398,500	147,500	138,000	(9,500)	-6.44%
Facilities	-	40,000	106,000	66,000	165.00%
LT Facilities Planning	-	419,234	327,233	(92,001)	-21.95%
TOTAL CAPITAL (net)	398,500	606,734	571,233	(35,501)	-5.85%
Actual/Budget/Requested	1,458,875	1,869,253	1,859,509	(9,744)	
% Increase			-0.52%		



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Final 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.

The City Council conducted the first reading of proposed ordinance 1598 on November 17, 2025.

RECOMMENDED ACTION/MOTION: 1. Recommend to conduct the final reading of proposed ordinance 1598 and dispense with the actual reading.

Note: A vote to dispense with the actual reading must be unanimous.

2. Approve ordinance 1598.

FINANCIAL IMPACT:

ORDINANCE
Xx:25

**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 6th Street to South 8th Street
Laurel Street from South 6th Street to South 8th Street
Maple Street from South 6th Street to South 8th Street
South 7th 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: December 1, 2025

TITLE OF ITEM: Approval of Updated Solar Development Agreement at Rotary Park

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The Solar Development agreement for Rotary Park was previously approved by the BPU Commission, Park Board and the City Council. However, the Rotary Club is requesting Article 11.2 and 11.3 be moved (which addresses, after the warranty has expired, the Rotary Club would be responsible for the ongoing maintenance and decommissioning of solar panels). This verbiage has been removed and now will be the responsibility of BPU as with all solar items in the City. Other changes are minor and include: BPU to provide a down payment by December 31, 2025, to maintain Federal Tax Credits, and the completion date adjusted to June 30, 2026; and lastly, Michelle Francis was added as the signatory for the Rotary Club.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached to this agenda item are the redlined and clean versions of the agreement. The BPU Commission has approved the updated agreement. The Park Board will be meeting and that outcome will be noted by staff as the City Council packet was published prior to the Park Board meeting.

RECOMMENDED ACTION/MOTION: Staff is recommending approval of the updated Solar Development agreement at Rotary Park.

FINANCIAL IMPACT:

SOLAR DEVELOPMENT AGREEMENT

THIS SOLAR DEVELOPMENT CONTRACT (“Contract”) dated as of November __, **2025** by and between the City of **Brainerd** (“Owner”), Wolf Track Energy, LLC, a Minnesota Limited Liability Company (“Solar Developer”), and The Rotary Club of Brainerd, a Minnesota

Owner and Solar Developer, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Solar Developer will perform the solar project management, finance and construction services identified in Exhibit “A” (“Work”) in accordance with the Contract Documents, as identified in Article 5 of this Contract on property located within **Rotary Riverside Park, Brainerd, Minnesota (46.341414, -94.214079)** as identified in Exhibit “C” (“Property”).

Article 2. Contract Time.

The Work will be completed on or before **June 30th, 2026** (“Completion Date”), subject to modifications in approved Change Orders. Solar Developer’s estimated progress schedule identifying the various stages of the Work and the corresponding payments to be made to the Solar Developer is identified in Exhibit “B” (“Payment Schedule”).

Article 3. Contract Price.

Owner will pay to Solar Developer an amount equal to **\$33,900.00** (“Contract Price”) for completion of the Work, see Exhibit “B.”

Article 4. Change Orders.

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Solar Developer (“Change Order”).

Article 5. Contract Documents.

The Contract Documents which comprise the entire Contract between Owner and Solar Developer concerning the Work consist of this Contract, Exhibit “A,” Exhibit “B,” the blue prints, shop drawings, plans and specifications for the Work (“Plans”), an itemized description of each segment of the Work that sets the timetable for completing the Work, and the corresponding payments for the Work (“Work” and “Payment Schedule”) and any Change Orders. Concurrent with execution of this Agreement, Solar Developer shall provide Owner with a payment bond in an amount equal to the Contract Price, with the stipulation that the amount of the bond shall automatically change consistent with approved Change Orders.

Article 6. Payment Procedures

6.1 **Progress Payments.** Solar Developer will submit to Owner a request for payment in a format agreed to by Owner and Solar Developer (“Request for Disbursement”) which will cover completed and inspected work consistent with Exhibit “B.” All payment requests will include lien waivers from subcontractors for the amount of their work included in the payment request.

Within ten calendar days after a Request for Disbursement is presented, Owner will notify Solar Developer if Owner has any concerns about the Request for Disbursement that Owner believes should be resolved before Owner pays the amounts specified in the Request for Disbursement, and, in this event, Owner and Solar Developer will promptly meet to address such concerns. Owner will pay Solar Developer ninety percent (90%) of the full amount covered by the Request for Disbursement within ten calendar days from the day it was presented while retaining ten percent (10%) thereof (“Holdback”) to be paid simultaneously with the final payment. Payment may be withheld for: (1) failure to perform the Work in accordance with the Contract Documents; (2) defective Work that is not corrected; or (3) failure of the Solar Developer to pay Subcontractors or to pay for labor, materials or equipment when due.

6.2 **Final Payment.** Final payment of the balance of the Contract Price including the Holdback will be made in accordance with Exhibit “B” and the following procedures:

a. When Solar Developer considers the Work substantially complete, Solar Developer will notify Owner in writing. Within a reasonable time thereafter, Owner and Solar Developer will inspect the Work. Promptly after such inspection, Owner will deliver to Solar Developer a written punch list of the items that must be completed in order for the Work to reach final completion (“Final Completion”). Alternatively, Owner will deliver to Solar Developer a written statement that Final Completion has been reached because no punch list items remain to be completed.

b. If Owner delivers a written punch list to Solar Developer, then Solar Developer will deliver to Owner a written notice that the Work is finally complete when Solar Developer believes that the punch list items have been completed. Then Owner and Solar Developer will promptly inspect the punch list items. Promptly after such inspection, Owner will deliver to Solar Developer either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above will be repeated until all punch list items have been completed.

c. When Final Completion has been reached and after Solar Developer has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Solar Developer may make application for final payment following the procedure for progress payments. The final Request for Disbursement will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or lien waivers (satisfactory to Owner) in connection with the Work.

Article 7. Interest.

Payments due and unpaid to Solar Developer that are 30 days or more overdue will incur a 5% late fee.

Article 8. Solar Developer's Representation.

In order to induce Owner to enter into this Contract, Solar Developer makes the following representation:

Solar Developer has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Article 9. Solar Developer's Responsibilities.

9.1. **Performance.** Solar Developer will perform the Work in accordance with the Contract Documents. Solar Developer will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.2. **Personnel.** Solar Developer will provide competent, suitable personnel to perform construction services as required by the Contract Documents. Solar Developer will at all times maintain good discipline and order at the Property.

9.3. **Furnished Items.** Solar Developer will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, start-up and completion of the Work, except as specified in the Contract Documents.

9.4. **Materials.** All materials and equipment will be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5. **Subcontractors.** Solar Developer will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Solar Developer just as Solar Developer is responsible for Solar Developer's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractors, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractors, supplier or other person or organization except as may otherwise be required by laws and regulations.

9.6. **Permits; Inspections.** Solar Developer will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Owner in writing. Solar Developer will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Solar Developer will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

9.7. **Taxes.** Solar Developer will pay all sales, consumer, use and other similar taxes required to be paid by Solar Developer in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work.

9.8. **Use of Premises.** Solar Developer will confine construction equipment, the storage of materials and equipment and the operations of workers to the Property and will not unreasonably encumber the Property with materials or equipment. Solar Developer will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Solar Developer will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Solar Developer will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

9.9. **Record Documents.** Solar Developer will maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like in good order and annotated to show all changes made during construction which will be delivered to Owner.

9.10. **Safety.** Solar Developer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Solar Developer will comply with all applicable laws and regulations relating to the safety of persons or property.

9.11. **Continuing the Work.** Solar Developer will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

9.12. **Damage to the Work.** Solar Developer will repair or replace, at Solar Developer's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion and caused in whole or in part by the acts or omissions of Solar Developer. Notwithstanding the foregoing, Owner will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Work was Owner's negligence.

9.13. **Warranty.** Solar Developer warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. If within ten years after the date of Final Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, Solar Developer will promptly, without cost to Owner and in accordance with Owner's written instructions, promptly either correct such defective Work, or if it has been rejected by Owner, remove it from the Property and replace it with non-defective Work. If Solar Developer does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Solar Developer.

9.14. **Indemnity and Hold Harmless.** Solar Developer will indemnify and hold harmless Owner against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Solar Developer.

9.15. **Related Work at Property.** Owner may perform other work at the Property which is not part of the Work by Owner's own forces or let other direct contracts therefore. Solar Developer will afford Owner's own forces and each other Solar Developer who is a party to such a direct contract proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Solar Developer will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Solar Developer will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

Article 10. City of Brainerd's Responsibilities.

10.1 Brainerd Public Utilities will pay Solar Developer \$11,028.00 upon scheduling of the solar installation date.

10.2 Brainerd Public Utilities will pay Solar Developer \$12,872.00 upon completion of installation.

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.

Article 12. Insurance.

12.1.1 **Solar Developer's Insurance.** Solar Developer will purchase and maintain the following insurance policies: (i) public liability insurance with limits of liability equal to at least \$300,000 per occurrence; (ii) workers' compensation insurance as required by applicable state law; (iii) automobile liability insurance as required by applicable state law and (iv) "all risk" builder's risk insurance in an amount equal to or

greater than the Contract Price. Insurance under subparts (i) and (iv) shall list Owner has an additional insured.

12.2 Owner's Insurance. Owner will be responsible for purchasing and maintaining Owner's liability insurance and other reasonably appropriate insurance.

Article 13. Termination.

13.1 Termination by Owner. If the Solar Developer breaches any of its obligations under this Agreement, then Owner may give Solar Developer written notification identifying such breach. If Solar Developer has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification or if such breach cannot be cured within such seven (7) day period, then if Solar Developer either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Solar Developer.

13.2 Termination by Solar Developer. If the Owner breaches any of its obligations under this Agreement, then Solar Developer may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Solar Developer's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Solar Developer may terminate this Contract.

Article 14. Miscellaneous.

14.1 Assignment of any rights or interests under this Contract will not be binding on any party to this Contract without the written consent of such party. Payments due under this Contract may not be assigned.

14.2 Owner and Solar Developer each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

14.3 This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the law of the State of Minnesota, exclusive of that body of law governing conflicts of laws. Any claims arising out of this contract shall be brought in State District Court within Crow Wing County, State of Minnesota.

14.4 Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

14.5 Owner hereby grant permission to Solar Developer to use its photographs or

videos and other media relating to the work being performed on the Property taken or produced for Solar Developer’s marketing purposes including but not limited to website publications, social media channels, case study materials, print materials, or any other print and digital materials for Solar Developer .

Owner understands and agrees that Solar Developer owns all rights and publications to the aforementioned marketing materials and may use, edit, reproduce, and distribute these materials for any and all marketing purposes.

Owner hereby releases Solar Developer and its employees from any and all actions, claims, and causes of action that arise from or are in any way connected to such use of the marketing materials. Solar Developer will not use your nonpublic personal information including your personal property address and financial information.

Article 13. Contingencies

13.1. Ground Mount Solar Array. In the event Solar Developer discovers bedrock within 6.5 feet (78 inches) of the surface, Solar Developer will notify Owner of the discovery of bedrock and the ensuing change in installation procedure and price.

13.2. Contract Price does not include any upgrades required by the local utility company that are not specifically outlined in Exhibit A.

IN WITNESS WHEREOF, Owner and Solar Developer have signed this Contract.

This Contract will be effective on _____, **2025**.

BY: _____
NAME: __ Dave Badeaux,
Mayor _____
TITLE: _City of Brainerd _____
DATE: _____
BY: _____
NAME: __Simon Eddy_____
TITLE: _Wolf Track Energy_____
DATE: _____

BY: _____
NAME: Nicholas Broyles, City
Administrator _____
TITLE: _City of Brainerd _____
DATE: _____
BY: _____
NAME: __Michelle Francis_____
TITLE: _Rotary Club of Brainerd_____
DATE: _____

EXHIBIT A CONSTRUCTION SERVICES

The project scope includes the installation of a **9.7 kW-DC, 7.6 kW-AC** rated **roof-mounted** solar photovoltaic system at the Property.

This includes all equipment, labor, and construction materials needed to complete this project. Photovoltaic system shall consist of:

(20) VSUN 485W Solar Modules

(20) Enphase IQ8HC Microinverters

(1) Flush Mounted racking, metal exposed fastener roofing attachments

(1) Cell based Enphase monitoring, 5 year cell plan included

(1) 75' trench and wire run to point of interconnection

(1) All Electrical Labor

(1) Permitting

(1) Interconnection Application

System shall be supported by Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.).

All equipment will be installed as required by applicable codes, the local utility company, and Homeowner's Association guidelines (if applicable). During daylight hours this photovoltaic system (solar electric) will provide electricity in parallel with the local utility service provider. Or to Batteries in a Stand-Alone system.

At completion of work remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials.

Solar Developer shall not be responsible for landscaping improvement services as part of this contract.

EXHIBIT B
PAYMENT SCHEDULE

Purchaser shall pay Solar Developer for the materials and labor to be performed under this agreement in an amount of: **\$33,900.00**

Contractor shall invoice for, and purchaser shall make, payments under this contract in accordance with the following schedule:

\$10,000 is due upon signing of this agreement;
(to be paid by the Rotary Club of Brainerd, used for purchase of materials)

\$11,028.00 is due upon scheduling of solar installation date;
(to be paid by Brainerd Public Utilities)

\$12,872.00 is due upon completion of Solar Modules installation (roof or ground mount) and all connecting circuitry. Dissemination of appropriate documents, warranties, approved final inspection.
(to be paid by Brainerd Public Utilities)

Payment shall be made to the order of Wolf Track Energy, in one of four ways: (1) check, (2) credit card (2.9% fee applies), (3) cashier's check, (4) ACH bank transfer.

EXHIBIT C

ROTARY PARK - SITE PLAN



SOLAR DEVELOPMENT AGREEMENT

THIS SOLAR DEVELOPMENT CONTRACT (“Contract”) dated as of September ___, 2025 by and between the City of **Brainerd** (“Owner”), Wolf Track Energy, LLC, a Minnesota Limited Liability Company (“Solar Developer”), and The Rotary Club of Brainerd, a Minnesota

Owner and Solar Developer, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Solar Developer will perform the solar project management, finance and construction services identified in Exhibit “A” (“Work”) in accordance with the Contract Documents, as identified in Article 5 of this Contract on property located within **Rotary Riverside Park, Brainerd, Minnesota (46.341414, -94.214079)** as identified in Exhibit “C” (“Property”).

Article 2. Contract Time.

The Work will be completed on or before ~~June 30th~~**September 30th**, 202**65** (“Completion Date”), subject to modifications in approved Change Orders. Solar Developer’s estimated progress schedule identifying the various stages of the Work and the corresponding payments to be made to the Solar Developer is identified in Exhibit “B” (“Payment Schedule”).

Article 3. Contract Price.

Owner will pay to Solar Developer an amount equal to **\$33,900.00** (“Contract Price”) for completion of the Work, see Exhibit “B.”

Article 4. Change Orders.

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Solar Developer (“Change Order”).

Article 5. Contract Documents.

The Contract Documents which comprise the entire Contract between Owner and Solar Developer concerning the Work consist of this Contract, Exhibit “A,” Exhibit “B,” the blue prints, shop drawings, plans and specifications for the Work (“Plans”), an itemized description of each segment of the Work that sets the timetable for completing the Work, and the corresponding payments for the Work (“Work” and “Payment Schedule”) and any Change Orders. Concurrent with execution of this Agreement, Solar Developer shall provide Owner with a payment bond in an amount equal to the Contract Price, with the stipulation that the amount of the bond shall automatically change consistent with approved Change Orders.

Article 6. Payment Procedures

6.1 **Progress Payments.** Solar Developer will submit to Owner a request for payment in a format agreed to by Owner and Solar Developer (“Request for Disbursement”) which will cover completed and inspected work consistent with Exhibit “B.” All payment requests will include lien waivers from subcontractors for the amount of their work included in the payment request.

Within ten calendar days after a Request for Disbursement is presented, Owner will notify Solar Developer if Owner has any concerns about the Request for Disbursement that Owner believes should be resolved before Owner pays the amounts specified in the Request for Disbursement, and, in this event, Owner and Solar Developer will promptly meet to address such concerns. Owner will pay Solar Developer ninety percent (90%) of the full amount covered by the Request for Disbursement within ten calendar days from the day it was presented while retaining ten percent (10%) thereof (“Holdback”) to be paid simultaneously with the final payment. Payment may be withheld for: (1) failure to perform the Work in accordance with the Contract Documents; (2) defective Work that is not corrected; or (3) failure of the Solar Developer to pay Subcontractors or to pay for labor, materials or equipment when due.

6.2 **Final Payment.** Final payment of the balance of the Contract Price including the Holdback will be made in accordance with Exhibit “B” and the following procedures:

a. When Solar Developer considers the Work substantially complete, Solar Developer will notify Owner in writing. Within a reasonable time thereafter, Owner and Solar Developer will inspect the Work. Promptly after such inspection, Owner will deliver to Solar Developer a written punch list of the items that must be completed in order for the Work to reach final completion (“Final Completion”). Alternatively, Owner will deliver to Solar Developer a written statement that Final Completion has been reached because no punch list items remain to be completed.

b. If Owner delivers a written punch list to Solar Developer, then Solar Developer will deliver to Owner a written notice that the Work is finally complete when Solar Developer believes that the punch list items have been completed. Then Owner and Solar Developer will promptly inspect the punch list items. Promptly after such inspection, Owner will deliver to Solar Developer either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above will be repeated until all punch list items have been completed.

c. When Final Completion has been reached and after Solar Developer has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Solar Developer may make application for final payment following the procedure for progress payments. The final Request for Disbursement will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or lien waivers (satisfactory to Owner) in connection with the Work.

Article 7. Interest.

Payments due and unpaid to Solar Developer that are 30 days or more overdue will incur a 5% late fee.

Article 8. Solar Developer's Representation.

In order to induce Owner to enter into this Contract, Solar Developer makes the following representation:

Solar Developer has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Article 9. Solar Developer's Responsibilities.

9.1. **Performance.** Solar Developer will perform the Work in accordance with the Contract Documents. Solar Developer will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.2. **Personnel.** Solar Developer will provide competent, suitable personnel to perform construction services as required by the Contract Documents. Solar Developer will at all times maintain good discipline and order at the Property.

9.3. **Furnished Items.** Solar Developer will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, start-up and completion of the Work, except as specified in the Contract Documents.

9.4. **Materials.** All materials and equipment will be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5. **Subcontractors.** Solar Developer will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Solar Developer just as Solar Developer is responsible for Solar Developer's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractors, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractors, supplier or other person or organization except as may otherwise be required by laws and regulations.

9.6. **Permits; Inspections.** Solar Developer will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Owner in writing. Solar Developer will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Solar Developer will give all notices and comply with all laws

and regulations applicable to furnishing and performance of the Work.

9.7. **Taxes.** Solar Developer will pay all sales, consumer, use and other similar taxes required to be paid by Solar Developer in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work.

9.8. **Use of Premises.** Solar Developer will confine construction equipment, the storage of materials and equipment and the operations of workers to the Property and will not unreasonably encumber the Property with materials or equipment. Solar Developer will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Solar Developer will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Solar Developer will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

9.9. **Record Documents.** Solar Developer will maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like in good order and annotated to show all changes made during construction which will be delivered to Owner.

9.10. **Safety.** Solar Developer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Solar Developer will comply with all applicable laws and regulations relating to the safety of persons or property.

9.11. **Continuing the Work.** Solar Developer will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

9.12. **Damage to the Work.** Solar Developer will repair or replace, at Solar Developer's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion and caused in whole or in part by the acts or omissions of Solar Developer. Notwithstanding the foregoing, Owner will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Work was Owner's negligence.

9.13. **Warranty.** Solar Developer warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. If within ten years after the date of Final Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, Solar Developer will promptly, without cost to Owner and in accordance with Owner's written instructions, promptly either correct such defective Work, or if it has been rejected by Owner, remove it from the Property and replace it with non-defective Work. If Solar Developer does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Solar Developer.

9.14. **Indemnity and Hold Harmless.** Solar Developer will indemnify and hold harmless Owner against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Solar Developer.

9.15. **Related Work at Property.** Owner may perform other work at the Property which is not part of the Work by Owner's own forces or let other direct contracts therefore. Solar Developer will afford Owner's own forces and each other Solar Developer who is a party to such a direct contract proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Solar Developer will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Solar Developer will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

Article 10. City of Brainerd's Responsibilities.

10.1 Brainerd Public Utilities will pay Solar Developer \$11,028.00 upon scheduling of the solar installation date.

10.2 Brainerd Public Utilities will pay Solar Developer \$12,872.00 upon completion of installation.

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 lightings; and is also responsible for the decommission of solar panels and lighting.~~

~~11.3 This Article shall survive termination of this Agreement.~~

Article 12. Insurance.

12.1.1 Solar Developer's Insurance. Solar Developer will purchase and maintain the following insurance policies: (i) public liability insurance with limits of liability equal to at least \$300,000 per occurrence; (ii) workers' compensation insurance as required by applicable state law; (iii) automobile liability insurance as required by applicable state law and (iv) "all risk" builder's risk insurance in an amount equal to or greater than the Contract Price. Insurance under subparts (i) and (iv) shall list Owner has an additional insured.

12.2 Owner's Insurance. Owner will be responsible for purchasing and maintaining Owner's liability insurance and other reasonably appropriate insurance.

Article 13. Termination.

13.1 Termination by Owner. If the Solar Developer breaches any of its obligations under this Agreement, then Owner may give Solar Developer written notification identifying such breach. If Solar Developer has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification or if such breach cannot be cured within such seven (7) day period, then if Solar Developer either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Solar Developer.

13.2 Termination by Solar Developer. If the Owner breaches any of its obligations under this Agreement, then Solar Developer may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Solar Developer's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Solar Developer may terminate this Contract.

Article 14. Miscellaneous.

14.1 Assignment of any rights or interests under this Contract will not be binding on any party to this Contract without the written consent of such party. Payments due under this Contract may not be assigned.

14.2 Owner and Solar Developer each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

14.3 This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the law of the State of Minnesota, exclusive of that body of law governing conflicts of laws. Any claims arising out of this contract shall be brought in State District Court within Crow Wing County, State of Minnesota.

14.4 Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this

Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

14.5 Owner hereby grant permission to Solar Developer to use its photographs or videos and other media relating to the work being performed on the Property taken or produced for Solar Developer’s marketing purposes including but not limited to website publications, social media channels, case study materials, print materials, or any other print and digital materials for Solar Developer .

Owner understands and agrees that Solar Developer owns all rights and publications to the aforementioned marketing materials and may use, edit, reproduce, and distribute these materials for any and all marketing purposes.

Owner hereby releases Solar Developer and its employees from any and all actions, claims, and causes of action that arise from or are in any way connected to such use of the marketing materials. Solar Developer will not use your nonpublic personal information including your personal property address and financial information.

Article 13. Contingencies

13.1. Ground Mount Solar Array. In the event Solar Developer discovers bedrock within 6.5 feet (78 inches) of the surface, Solar Developer will notify Owner of the discovery of bedrock and the ensuing change in installation procedure and price.

13.2. Contract Price does not include any upgrades required by the local utility company that are not specifically outlined in Exhibit A.

IN WITNESS WHEREOF, Owner and Solar Developer have signed this Contract.

This Contract will be effective on _____, 2025.

BY: _____
NAME: Dave Badeaux,
Mayor
TITLE: City of Brainerd
DATE: _____
BY: _____
NAME: Simon Eddy
TITLE: Wolf Track Energy
DATE: _____

BY: _____
NAME: Nicholas Broyles, City
Administrator
TITLE: City of Brainerd
DATE: _____
BY: _____
NAME: Michelle Francis~~Brian~~
~~Andrews~~
TITLE: Rotary Club of Brainerd
DATE: _____

EXHIBIT A CONSTRUCTION SERVICES

The project scope includes the installation of a **9.7 kW-DC, 7.6 kW-AC** rated **roof-mounted** solar photovoltaic system at the Property.

This includes all equipment, labor, and construction materials needed to complete this project. Photovoltaic system shall consist of:

(20) VSUN 485W Solar Modules

(20) Enphase IQ8HC Microinverters

(1) Flush Mounted racking, metal exposed fastener roofing attachments

(1) Cell based Enphase monitoring, 5 year cell plan included

(1) 75' trench and wire run to point of interconnection

(1) All Electrical Labor

(1) Permitting

(1) Interconnection Application

System shall be supported by Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.).

All equipment will be installed as required by applicable codes, the local utility company, and Homeowner's Association guidelines (if applicable). During daylight hours this photovoltaic system (solar electric) will provide electricity in parallel with the local utility service provider. Or to Batteries in a Stand-Alone system.

At completion of work remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials.

Solar Developer shall not be responsible for landscaping improvement services as part of this contract.

EXHIBIT B
PAYMENT SCHEDULE

Purchaser shall pay Solar Developer for the materials and labor to be performed under this agreement in an amount of: **\$33,900.00**

Contractor shall invoice for, and purchaser shall make, payments under this contract in accordance with the following schedule:

\$10,000 is due upon signing of this agreement;
(to be paid by the Rotary Club of Brainerd, used for purchase of materials)

\$11,028.00 is due upon scheduling of solar installation date;
(to be paid by Brainerd Public Utilities)

\$12,872.00 is due upon completion of Solar Modules installation (roof or ground mount) and all connecting circuitry. Dissemination of appropriate documents, warranties, approved final inspection.
(to be paid by Brainerd Public Utilities)

Payment shall be made to the order of Wolf Track Energy, in one of four ways: (1) check, (2) credit card (2.9% fee applies), (3) cashier's check, (4) ACH bank transfer.

EXHIBIT C

ROTARY PARK - SITE PLAN





City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Consider Interim Use Permit Renewal for a Short-Term Rental - 1005 S. 6th St

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Richard Badeaux has applied for the renewal of the Interim Use Permit to operate two short-term rentals at 1005 S. 6th St. The four-plex at 1005 S. 6th St. is permitted to operate two short-term rentals along with two long-term tenants. An approval of the request would allow the applicant to change which units are short-term rentals without Council approval. However, no more than two units can be short-term rentals at any one time.

As of this writing, no party has contacted the Community Development Department regarding the Interim Use Permit. In addition, staff have not received any complaints against this property while operating a short-term rental.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their November 19th meeting. The motion from the meeting was unanimous approval as presented.

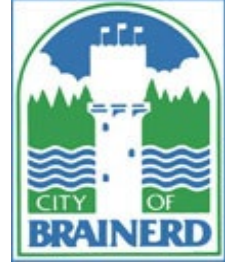
RECOMMENDED ACTION/MOTION:

Recommend approval of the Interim Use Permit renewal as presented with the following conditions:

- 1) The Interim Use Permit for two short-term rentals at 1005 S. 6th St. shall terminate on 12/31/2027.
- 2) Upon sale or transfer of the property, the Interim Use Permit for the short-term rentals at 1005 S. 6th St. are no longer valid.
- 3) Submittal of the City of Brainerd lodging tax form by the 10th of each and every month, regardless of rental activity.
- 4) Units cannot exceed occupancy limits of the Property Maintenance Code, and no more than two units may be rented at any one time.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: November 19th, 2025

RE: Consider Interim Use Permit Renewal for Two Short-Term Rentals – 1005 S. 6th St.

REQUEST

PUBLIC HEARING. Interim Use Permit Renewal

APPLICANT: Richard Badeaux

Richard Badeaux has submitted a request for an Interim Use Permit renewal to operate two short-term rentals at 1005 S. 6th St. The four plex at 1005 S 6th St is permitted to operate two short-term rentals along with two long term tenants.

CONTEXT

Parcel Number: 41240594

Zoning District: Traditional Neighborhood 2 (TN-2) District

Property Area: 9,414 SQFT

Adjacent Uses: North: Residential – Single Family Rental Dwelling
East: Residential – Single Family Dwelling
South: Residential – Single Family Dwelling
West: Residential – Single Family Dwelling

Adjacent Zoning: North: Traditional Neighborhood 2 (TN-2) District
East: Traditional Neighborhood 1 (TN-1) District
South: Traditional Neighborhood 2 (TN-2) District
West: Traditional Neighborhood 2 (TN-2) District & Traditional Neighborhood 1 (TN-1) District

AERIAL MAP



FINDINGS OF FACT

1. The property at 1005 6th St. S. Brainerd, MN 56401 is located in a TN-2 (Traditional Neighborhood-2) District. The TN-2 District allows short-term rentals as an Interim Use according to Zoning Code [Appendix A: Table of Uses](#).
2. Short-term rentals must comply with the following minimum standards as required by the [Section 515-3-37 Short-Term Rentals](#) of the Zoning Code:
 - a. The maximum rental period shall not be more than 28 consecutive nights.
 - i. *The applicant is required to obtain an IUP to rent the property for under 28 nights.*
 - b. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.

- i. *The applicant has applied for a renewal of the Interim Use Permit for the operation of two short-term rentals.*
 - c. The application for an interim use permit shall include:
 - i. The number of bedrooms with dimensions and all other sleeping accommodations.
 - 1. *The applicant has provided the floor plans for each unit with the following information regarding the bedrooms to be made available for rent:*
 - a. Unit 1: 1 bedroom – 144 sq. ft
 - b. Unit 2: Studio – 436 total sq. ft.
 - c. Unit 3: Studio – 360 total sq. ft.
 - d. Unit 4: 2 bedrooms – 100 sq. ft. for each bedroom
 - i. *Section 404.4.1 of the International Property Maintenance Code states that “every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.”*
 - ii. The number of off-street parking spaces available to guests.
 - 1. *There is a total of four parking spaces available for the two short-term rental units.*
 - iii. All accessory structures and outdoor recreational features are available for guest use.
 - 1. *The applicant indicates that there are no outdoor structures or recreational areas.*
 - iv. A pet, garbage, and noise policy.
 - 1. *The applicant states that the short-term rental rule is that garbage should be put out on the day of collection or if needed, not to be put out before 6:00pm at night the day before. Expectations are that the garbage bin is returned to the side of the house the same day as collection.*
 - 2. *The applicant indicates there is a no pet policy.*
 - 3. *Noise limits are enforced between 10:00pm and 7:00am*
 - v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
 - 1. *The housing inspector confirmed this upon inspection of the rental units.*
- d. A permit holder must disclose in writing to their renters the following information regarding property policies and City codes:
 - i. Contact Information. The managing agent or local contact’s name, address, and phone number. The agent shall be available 24 hours a day, seven days a week, whenever the property is being rented.

1. Mr. Badeaux indicated the property is maintained by the next-door neighbor, Justin Granholm who can be reached anytime.

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1. *Unit 1 – 2 persons*
 2. *Unit 2 – 2 persons*
 3. *Unit 3 – 2 persons*
 4. *Unit 4 – 4 persons*
- f. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the Building Department, whichever is stricter.
 - i. *The rooms used for sleeping have been inspected by the housing inspector for occupancy, egress, and smoke/carbon monoxide detectors as part of the rental inspection process. The home was inspected on 3/13/25 and passed all building and rental code requirements.*
 - g. The short-term rental shall be connected to city sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).
 - i. *The short-term rental is connected to City sewer and water system.*
 - h. Additional occupancy by the use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
 - i. *The applicant is not proposing occupancy by use of recreational vehicles, tents, accessory structures, or fish houses.*
 - i. The permit holder shall keep a report detailing the use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.
 - j. A short-term rental shall be a licensed rental unit by the City and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshal.
 - i. *The premises have been inspected by the Housing Inspector and Fire Marshal.*
 - k. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
 - l. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
 - m. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.
 - i. *The application for short-term rentals includes an application for lodging tax that must be submitted to the City's Finance Department. It is the owner's responsibility to contact the MN Department of Health.*

- n. Ownership, Limitations, and Municipal Caps:
- i. There are to be no more than forty (40) operational VDU's at any given time in the City and are granted on a first-come first-serve basis.
 1. *This property is an existing short-term rental. The City Currently has seven (7) VDU's.*
 - ii. There shall be no more than twenty (20) total VDU's permitted in the Town Center and Main Street District, and in all other zoning districts there shall be no more than ten (10) total VDU's permitted at any given time.
 1. *This property is an existing short-term rental. The City Currently has one (1) VDU's in the TN-2 District.*
 - iii. Only one (1) building with a permitted VDU may be located on any platted block and shall not abut another property approved for a short-term rental.
 1. This property is an existing short-term rental, is not on a platted block with another VDU, and does not abut another property approved for a short-term rental.
 - iv. No multi-family dwellings (4+ units) may contain more than two (2) short-term rentals of any type at any given time.
 1. *The applicant has proposed no more than two short-term rentals at any given time in the 4-unit building.*

As of this writing, no party has contacted the Community Development Department regarding the Interim Use Permit.

STAFF RECOMMENDATION

Staff recommends approval of the renewal of the current Interim Use Permit for two short term rental units at 1005 S. 6th St. Brainerd, MN 56401 with the following conditions:

- 1) The Interim Use Permit for two short-term rentals at 1005 S. 6th St. shall terminate on 12/31/2027.
- 2) Upon sale or transfer of the property, the Interim Use Permit for the short-term rentals at 1005 S. 6th St. are no longer valid.
- 3) Submittal of the City of Brainerd lodging tax form by the 10th of each and every month, regardless of rental activity.
- 4) Units cannot exceed occupancy limits of the Property Maintenance Code.

Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401
218/828-2307/Fax 218-828-2316 www.ci.brainerd.mn.us

INTERIM USE PERMIT for SHORT-TERM RENTAL

Application Form (residential - \$350.00 / commercial - \$500.00 + \$500.00 escrow deposit) (This form must be filled out completely before your application will be accepted)

Property Address for this Interim Use Permit: 1005 6th Street S Brainerd MN 56401

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use Permit to allow The Continuation of our STRs @ The Above address
2 units are STR - 2 units are long term

_____ at the property address listed above until the date of 12/31/2026

Legal Description (attach, if lengthy): Lot 15¹⁶ Block 269 Addition N. 12 1/2 FT OF
lot 17 Block 269

Property Owner: Rick Badeaux

Address: 19868 159th St Elk River MN 55330

(Street) (City) (State) (Zip)

Contact Information #: 763-607-1523

(Home) (Business)

(Fax) Propertylosicke@gmail.com

(E-mail)

Applicant:(if different than Property Owner) _____

Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home) (Business)

(Fax) (E-mail)

Contact Person: (if different than Property Owner) _____

Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home) (Business)

(Fax) (E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.

Signed by:  Date: 10/26/25
(Property Owner)

Rick Badeau
(Property Owner-Please print Name)

(Applicant-If different than owner) Date: _____

(Applicant - Please print name)

Interim Use Permit Supporting Information

The City Council may approve an Interim Use Permit if all of the “Criteria for Review of Interim Use Permits” are met. In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the “Criteria”, referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced to in Section 515-5-2 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
 - (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
 - (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
 - (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
 - (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

(con’t)

From: [Rick Badeaux](#)
To: [Stephanie Bestul](#); [James Kramvik](#)
Subject: 1005 S 6th Street IUP
Date: Tuesday, October 28, 2025 12:12:19 PM
Attachments: [1005 s 6th.pdf](#)

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

Rick Badeaux
1005 S 6th St.
Brainerd, MN 56401

October 28, 2025

Stephanie and James,

I hope this message finds you well. I'm writing to formally request the renewal of our Interim Use Permit (IUP) for the short-term rental located at **1005 S 6th St., Brainerd, MN.**

This property, which I own, consists of **two rental units** that have been operated as a short-term rental for several years. It also includes two long term tenants. The property is maintained by the next door neighbor, Justin Granholm. We're proud to share that we've had a clean record—no complaints, no disturbances, and a consistent commitment to maintaining a respectful environment for guests and neighbors alike.

We've implemented clear safety protocols and enforce house rules such as quiet hours and a no-pet policy. These measures have helped us maintain a peaceful atmosphere and uphold the standards expected by the city.

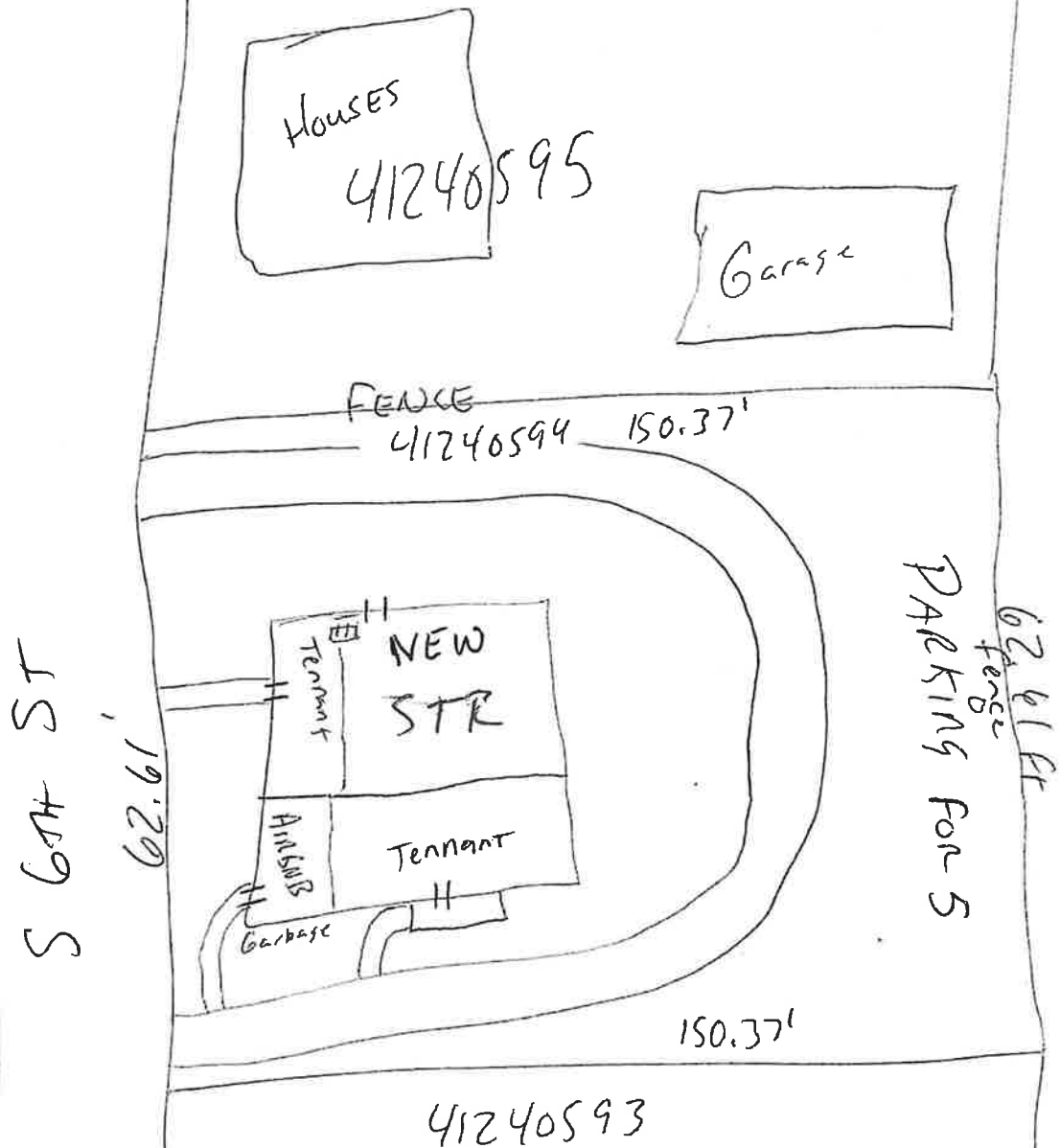
We truly value our relationship with the City of Brainerd and appreciate the opportunity to provide safe, clean, and welcoming accommodations to visitors. I respectfully ask for your consideration in extending our IUP so we can continue operating in alignment with city expectations.

Please let me know if you need any additional documentation or details. I'll be mailing the check today.

Warm regards,
Rick Badeaux

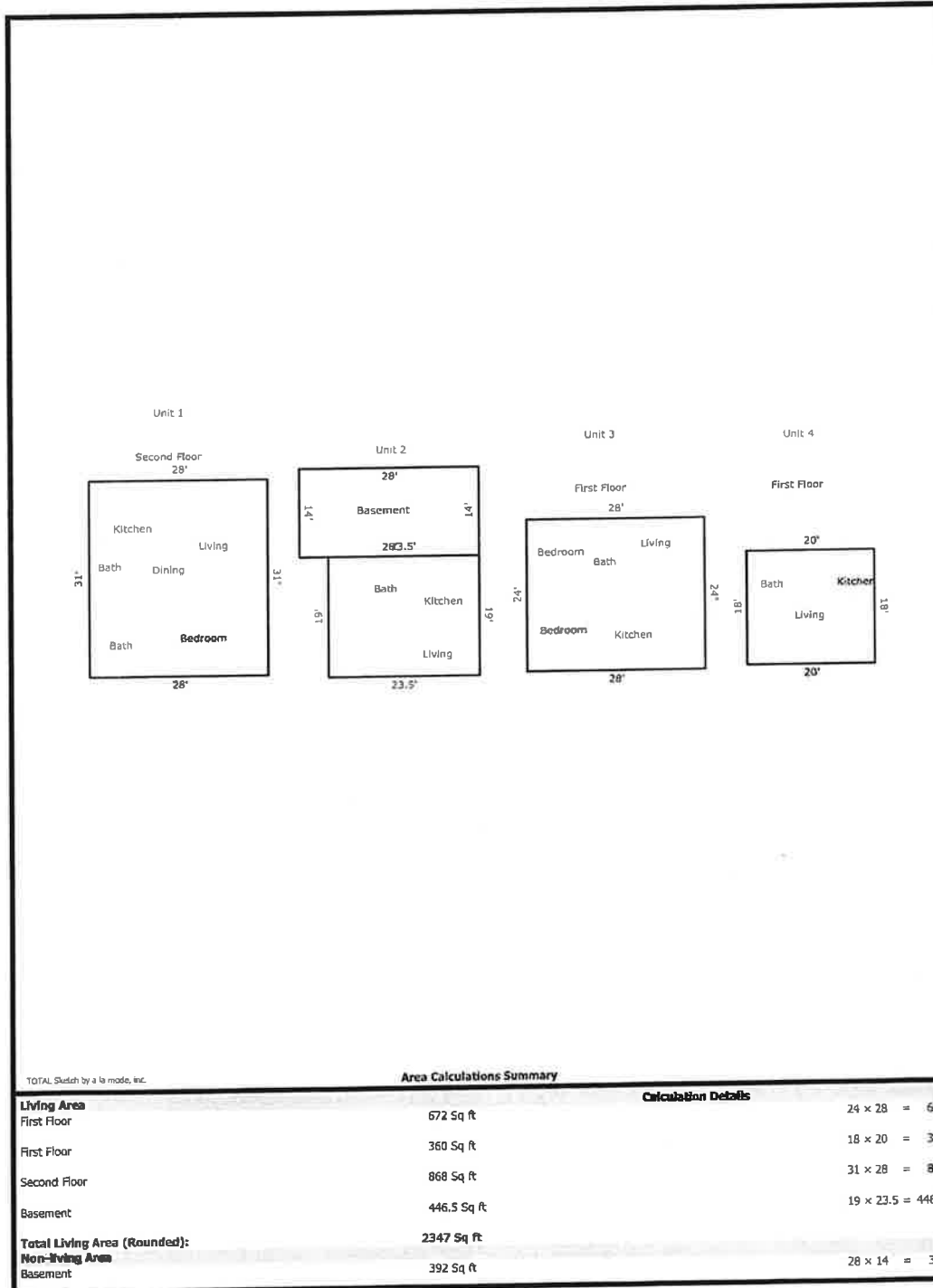
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1005 S 6TH ST
Brainerd, Mn 56401



Building Sketch

Borrower	Richard Badeaux				
Property Address	1005 S 6th St				
City	Brainerd	County	Crow Wing	State	MN Zip Code 56401
Lender/Client	Goldwater Bank, N.A.				



1005 S 6th St.

Dimensions

The number of bedrooms with dimensions for each unit

- 1) **Unit 1** 1 bedroom 144 SF, and 2 bathrooms
- 2) **Unit 2** – Studio, 1 bathroom – 436 SF of total space
- 3) **Unit 3** – Studio, 1 bathroom – 360 SF total space (Airbnb)
- 4) **Unit 4** 2 bedrooms, each 100 SF, and 1 bathroom

Please list each unit's number of full bathroom units

- 1) **Unit 1** 2 bathrooms
- 2) **Unit 2** 1 bathroom
- 3) **Unit 3** 1 bathroom
- 4) **Unit 4** 1 bathroom

Does every unit have a full kitchen? – Yes

Parking and Recreation

- There are 2 off street parking spots available for the Airbnb unit
- All accessory structures and outdoor recreational features available for guest use? – no outdoor structures or recreational areas.

Regulations and Rules

A pet & garbage policy specifically (pet, garbage, noise, and parking policies have to meet at a minimum the City Code Standards outlined in the attached document)

- 1) The Airbnb unit does not allow for pets.
- 2) The Airbnb unit rules state that Garbage should be put out on the day of collection or if needed not to be put out before 6:00 PM at night the day before. Expectations are that the garbage bin is returned to the side of the house the same day as collection.
- 3) Noise limits are enforced between 10:00 PM and 7:00 AM

Local Property Manager

Lori Badeaux

712 N 6th Street Brainerd Mn, 56401

218-330-2356

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Rick Badeaux has submitted a request for an Interim Use Permit renewal to continue to operate two short-term rentals at 1005 S 6th St. The four-plex at 1005 S 6th St. is currently permitted to operate two short-term rentals along with two long term tenants. The current IUP expires on December 31st, 2025. The applicant proposes no changes. The property included in this application is described as:

*LOTS 15 AND 16 BLOCK 269 AND N. 12 1/2 FT OF LOT 17 BLOCK 269
TOWN OF BRAINERD & FIRST ADDITION TO BRAINERD
P.I.N. 41240594
Section 24, Township 45, Range 31*

The property is zoned Traditional Neighborhood 2 (TN-2) District, which permits the operation of short-term rentals as an Interim Use according to Zoning Code Section 515-3 Appendix A Table-of-Uses provided it meets the required provisions as listed under 515-3 Allowed Uses. Information on the proposed short-term rentals is on file for review in the Community Development Department.

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

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

Dated this 4th day of November, 2025



James L. Kramvik
Community Development Director

Publication Date: November 8th, 2025



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Consider Interim Use Permit for a Short-Term Rental - 712 6th St N

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Richard Badeaux has submitted a request for an Interim Use Permit to operate a short-term rental at 712 6th St N. This property is currently operating as a short-term rental, and his mother resides at the property. Short-term rentals operating prior to June 18th, 2024 shall be compliant with Section 515-3-37 (Short-Term Rentals) by December 31st, 2025.

As of this writing, no party has contacted the Community Development Department regarding the Interim Use Permit. In addition, staff have not received a complaint against this property while operating a short-term rental.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their November 19th meeting. The motion from the meeting was unanimous approval as presented.

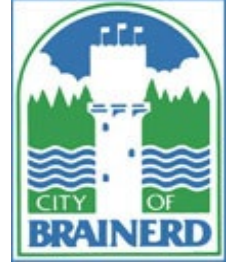
RECOMMENDED ACTION/MOTION:

Recommend approval of the Interim Use Permit for a short-term rental with the following conditions:

- 1) The Interim Use Permit for a short-term rental at 712 6th St N shall terminate on 12/31/2027.
- 2) Upon sale or transfer of the property, the Interim Use Permit for the short-term rental at 712 6th St N is no longer valid.
- 3) Submittal of the City of Brainerd lodging tax form by the 10th of each and every month, regardless of rental activity.
- 4) The maximum occupancy must be reduced to 3.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: November 19th, 2025

RE: Consider Interim Use Permit for a Short-Term Rental – 712 6th St. N.

REQUEST

PUBLIC HEARING. Interim Use Permit

APPLICANT: Richard Badeaux

Richard Badeaux has submitted a request for an Interim Use Permit to operate a short-term rental at 712 6th St. N. This property is currently operating as a short-term rental, and his mother lives on the property. Short-term rentals operating prior to June 18th, 2024 shall be compliant with Section 515-3-37 (Short-Term Rentals) by December 31st, 2025.

CONTEXT

Parcel Number: 41240718

Zoning District: Traditional Neighborhood 1 (TN-1) District

Property Area: 5,650 SQFT

Adjacent Uses: North: Residential – Single Family Dwelling
East: Residential – Single Family Dwelling
South: Residential – Single Family Dwelling
West: Residential – Single Family Dwelling

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

AERIAL MAP



FINDINGS OF FACT

1. The property at 712 6th St N Brainerd, MN 56401 is located in a TN-1 (Traditional Neighborhood-1) District. The TN-1 District allows short-term rentals as an Interim Use according to Zoning Code [Appendix A: Table of Uses](#).
2. Short-term rentals must comply with the following minimum standards as required by [Section 515-3-37 Short-Term Rentals](#) of the Zoning Code:
 - a. The maximum rental period shall not be more than 28 consecutive nights.
 - i. *The applicant is required to obtain an IUP to rent the property for under 28 nights.*
 - b. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.
 - i. *The applicant has applied for an Interim Use Permit for the operation of a short-term rental.*

- c. The application for an interim use permit shall include:
 - i. The number of bedrooms with dimensions and all other sleeping accommodations. The second floor of the home is currently being utilized as the rental property.
 - 1. *The applicant has provided the floor plan with the following information regarding the bedroom sizes:*
 - c. *Second Floor Bedroom #1 – 9'x12 ½' = 114 sq. ft.*
 - d. *Second Floor Bedroom #2 – 8'x9' = 72 sq. ft.*
 - i. *Section 404.4.1 of the International Property Maintenance Code states that “every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.”*
 - ii. *The applicant has proposed 4 guests. According to the Property Maintenance Code, Bedroom 1 is allowed 2 guests and Bedroom 2 is allowed one guest for a maximum occupancy of 3.*
 - ii. The number of off-street parking spaces available to guests.
 - 1. *There is a total of 2 parking spaces available for the short-term rental.*
 - iii. All accessory structures and outdoor recreational features are available for guest use.
 - 1. *The applicant indicates that there is an outdoor sitting area and contained fire pit that may be used by guests.*
 - iv. A pet, garbage, and noise policy.
 - 1. *Trash is handled by the onsite tenant and guests do not need to manage trash removal.*
 - 2. *The applicant indicates there is a no pet policy.*
 - 3. *Noise limits are enforced between 10:00pm and 7:00am.*
 - v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
 - 1. *The housing inspector confirmed this upon inspection of the rental units.*
- d. A permit holder must disclose in writing to their renters the following information regarding property policies and City codes:
 - i. Contact Information. The managing agent or local contact's name, address, and phone number. The agent shall be available 24 hours a day, seven days a week, whenever the property is being rented. Property contact information will be always accessible to the public on the City of Brainerd website.
 - 1. *Mr. Badeaux indicated the property is maintained by his mother who resides on the first floor of the property.*

- ii. Occupancy. The maximum number of guests allowed at the property.
 - 1. *The posted rules for the short-term rental state a 4-guest maximum occupancy. The maximum occupancy must be changed.*
- iii. Vehicles. The maximum number of vehicles, recreational vehicles, and trailers allowed on the property and where they are to be parked. Parking in a yard that fronts a street as well as along an interior side of a house is required to be on an improved surface. Recreational vehicles shall not be parked in any right-of-way or utility easement. No vehicle or trailer shall be parked on a street more than forty-eight (48) continuous hours.
 - 1. *There is a total of two parking spaces available for the short-term rental.*
- iv. Garbage. Garbage and refuse containers shall be placed out for collection no earlier than 6:00 P.M. the day before collection and removed by the end of the day of collection. Garbage shall be placed in fly tight containers sufficient to receive all garbage which may accumulate between times of collection.
 - 1. *Trash is handled by the onsite tenant and guests do not need to manage trash removal.*
- v. Noise. No person shall, between the hours of 10:00 P.M. and 7:00 A.M. congregate at, or participate in any party or gathering of two or more people from which noise emanates of a sufficient volume so as to disturb the peace, quiet, or repose of another person.
 - 1. *The short-term rental imposes quiet hours after 10:00pm.*
- vi. Pets. No person shall keep, maintain, or otherwise house more than a total of four cats or dogs within any household in the City of Brainerd. It shall be unlawful for any person to allow a dog or cat to run at large and to keep or harbor a dog that habitually barks, yelps, howls, cries, or whimpers so as to unreasonably disturb the peace and quiet of any person in the vicinity. The owner of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.
 - 1. *The short-term rental house rules state no pets.*
- e. The occupancy of a short-term rental shall be limited to no more than 3 people per bedroom or the occupancy set by the Building Official.
 - i. *Per Section 404.4.1 of the International Property Maintenance Code, the maximum occupancy per unit under the proposed zoning code would be:*
 - 1. *Unit 1 – 2 persons*
 - 2. *Unit 2 – 1 persons*
- f. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the Building Department, whichever is stricter.
 - i. *The rooms used for sleeping have been inspected by the housing inspector for occupancy, egress, and smoke/carbon monoxide detectors*

as part of the rental inspection process. The home was inspected on 7/31/25 and passed all building and rental code requirements.

- g. The short-term rental shall be connected to city sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).
 - i. *The short-term rental is connected to City sewer and water system.*
- h. Additional occupancy by the use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
 - i. *The applicant is not proposing occupancy by use of recreational vehicles, tents, accessory structures, or fish houses.*
- i. The permit holder shall keep a report detailing the use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.
- j. A short-term rental shall be a licensed rental unit by the City and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshal.
 - i. *The premises have been inspected by the Housing Inspector and Fire Marshal.*
- k. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
- l. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
- m. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.
 - i. *The application for short-term rental includes an application for lodging tax that must be submitted to the City's Finance Department. It is the owner's responsibility to contact the MN Department of Health.*
- n. Ownership, Limitations, and Municipal Caps:
 - i. There are to be no more than forty (40) operational VDU's at any given time in the City and are granted on a first-come first-serve basis.
 - 1. *This property is an existing short-term rental. The City Currently has seven (7) VDU's.*
 - ii. There shall be no more than twenty (20) total VDU's permitted in the Town Center and Main Street District, and in all other zoning districts there shall be no more than ten (10) total VDU's permitted at any given time.

1. *This property is an existing short-term rental. The City Currently has five (5) VDU's in the TN-1 District.*
- iii. Only one (1) building with a permitted VDU may be located on any platted block and shall not abut another property approved for a short-term rental.
 1. *This property is an existing short-term rental, is not on a platted block with another VDU, and does not abut another property approved for a short-term rental.*

As of this writing, no party has contacted the Community Development Department regarding the Interim Use Permit.

STAFF RECOMMENDATION

Staff recommends approval of the Interim Use Permit for a short-term rental at 712 N. 6th St. Brainerd, MN 56401 with the following conditions:

- 1) The Interim Use Permit for a short-term rental at 712 N. 6th St. shall terminate on 12/31/2027.
- 2) Upon sale or transfer of the property, the Interim Use Permit for the short-term rental at 712 N. 6th St. is no longer valid.
- 3) Submittal of the City of Brainerd lodging tax form by the 10th of each and every month, regardless of rental activity.
- 4) The maximum occupancy must be reduced to 3.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401
218/828-2307/Fax 218-828-2316 www.ci.brainerd.mn.us

INTERIM USE PERMIT for SHORT-TERM RENTAL

Application Form (residential - \$350.00 / commercial - \$500.00 + \$500.00 escrow deposit) (This form must be filled out completely before your application will be accepted)

Property Address for this Interim Use Permit: 712 6TH STREET N Brainerd MN 56401

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use

Permit to allow the continuation of an STR @ my Mother's House,
which I own.

at the property address listed above until the date of 12/31/2026

Legal Description (attach, if lengthy): Lot 19 Block 196 Addition And N 1/2 of lot
70 Block 196

Property Owner: Rick Bodeaux

Address: 19868 159TH ST Elk River
(Street) (City)

MN
(State)

55338
(Zip)

Contact Information #: 763-607-1523
(Home)

(Business)

(Fax)

PROPERTYLOGICK@GMAIL.COM
(E-mail)

Applicant: (if different than Property Owner) _____

Address: _____

(Street)

(City)

(State)

(Zip)

Contact Information #: _____

(Home)

(Business)

(Fax)

(E-mail)

Contact Person: (if different than Property Owner) _____

Address: _____

(Street)

(City)

(State)

(Zip)

Contact Information #: _____

(Home)

(Business)

(Fax)

(E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.

Signed by:  _____ Date: 10/26/2025
(Property Owner)
Rick Badeaux
(Property Owner-Please print Name)

(Applicant-If different than owner) Date: _____

(Applicant - Please print name)

Interim Use Permit Supporting Information

The City Council may approve an Interim Use Permit if all of the “Criteria for Review of Interim Use Permits” are met. In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the “Criteria”, referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced to in Section 515-5-2 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
 - (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
 - (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
 - (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
 - (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

(con’t)

From: [Rick Badeaux](#)
To: [Stephanie Bestul](#)
Cc: [James Kramvik](#)
Date: Tuesday, October 28, 2025 11:52:59 AM
Attachments: [712 N 6th.pdf](#)

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

Rick Badeaux
712 6th St. N
Brainerd, MN 56401

Date: October 28, 2025

Stephanie and James,

I am writing to respectfully request the continuation of our Interim Use Permit (IUP) for the short-term rental property located at 712 6th St. N, Brainerd, MN 56401.

This property is owned by me, Rick Badeaux, and has been actively operated as an Airbnb for the past five years. My mother has served as the primary caretaker of the property throughout this time as she lives on the property. We are proud to report that we have not had any complaints or issues during our years of operation.

We have established clear and effective safety protocols and enforce house rules that include no pets and designated quiet hours. These measures have helped us maintain a peaceful and respectful environment for both guests and neighbors.

We value our relationship with the City of Brainerd and appreciate the opportunity to contribute positively to the community by offering clean, safe, and welcoming accommodations to visitors. We kindly ask for your consideration in extending our IUP so we may continue to operate responsibly and in accordance with city guidelines.

Thank you for your time and attention to this matter. Please feel free to contact me if you need any additional information or documentation. I will be mailing the check today.

Sincerely,
Rick Badeaux

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From: [Rick Badeaux](#)
To: [James Kramvik](#)
Cc: [Stephanie Bestul](#)
Subject: Re: 19th Meeting
Date: Monday, November 17, 2025 8:45:06 PM
Attachments: [image001.png](#)

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

Good evening,

I was going through the paperwork and noticed a typo for the 712 property. What was meant to be 8x9 looks like 8x7 on the drawing. That room measures a little bigger than 8x9. This change should create space for us to properly use the 2nd bedroom (1 guest). Can we mention that for the approval on Wednesday?

Thanks!!

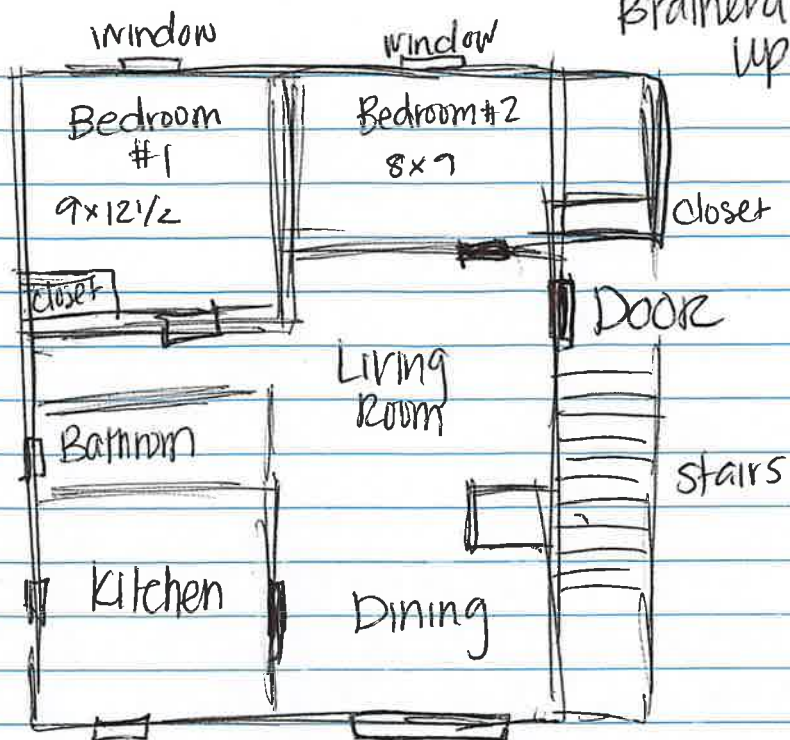
Get [Outlook for iOS](#)

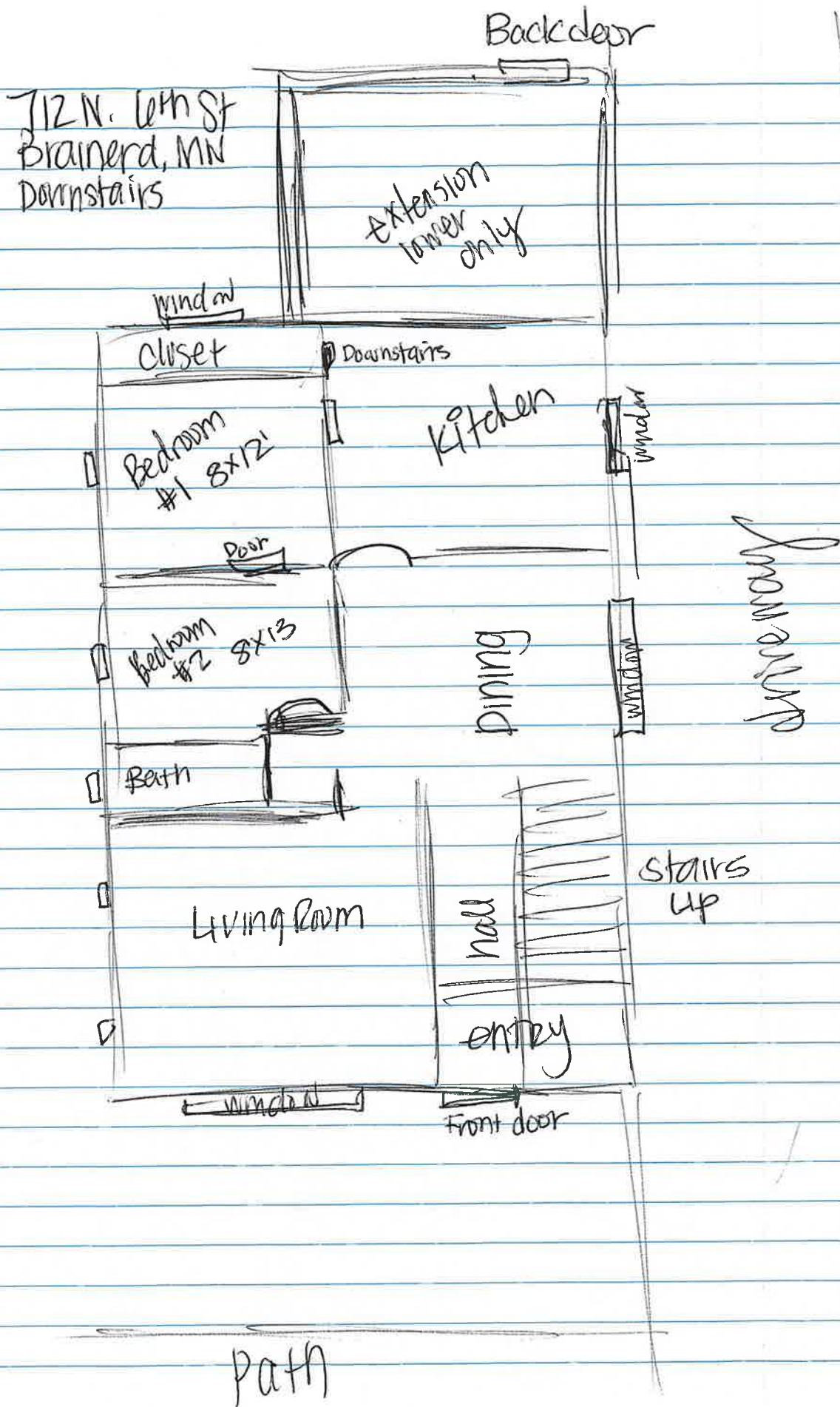
From: Rick Badeaux
Sent: Wednesday, November 12, 2025 8:21:33 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Subject: RE: 19th Meeting

Thanks for the help both of you!

I will call in and make sure I am able to answer any questions!

712 N. W. 1st St.
Brainerd, MN
Upstairs





From: [Rick Badeaux](#)
To: [Stephanie Bestul](#)
Subject: RE: House Rules
Date: Wednesday, November 5, 2025 12:27:43 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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

Does this cover it?

House Rules for Short-Term Rental

1. Garbage Disposal

- Garbage is handled by the onsite tenant through **Nisswa Sanitation**. Guests do not need to manage trash removal.

2. Pet Policy

- **No pets allowed** on the property.

3. Guest Limit

- Maximum occupancy is **4 guests**.

4. Parking

- Guests may park **up to 2 vehicles**.
- Parking is allowed in the **driveway** or on **street parking** only.
- **No RVs, trailers, or boats** permitted.

5. Outdoor Amenities

- Guests may use the **outdoor sitting area** and **contained fire pit**.
- **Quiet hours begin at 10:00 PM**.
- Safety notes for fire pit usage are posted and must be followed.

6. Emergency Information

- Emergency contact information (police, fire, hospital) and caretaker contact details are provided in the welcome packet.
- The property meets standard rental inspection requirements, including **fire extinguishers, CO₂ detectors, and smoke alarms**.

7. Check-In / Check-Out

- **Check-in:** 3:00 PM
- **Check-out:** 11:00 AM

8. Additional Rules

- **No smoking** inside the property.
- Guests must respect neighbors and maintain noise levels within reasonable limits.

From: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Sent: Wednesday, November 5, 2025 12:14 PM
To: Rick Badeaux <Rick.Badeaux@MCMCG.COM>

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Rick Badeaux has submitted a request for an Interim Use Permit to operate a short-term rental at 712 6th St. N. The property is currently operating as a short-term rental. Short-term rentals operating prior to June 18th, 2024 shall be compliant with Section 515-3-34 (Short-Term rentals) by December 31st, 2025. The property included in this application is described as:

*LOT 19 BLOCK 196 AND N. ½ OF LOT 20 BLOCK 196
TOWN OF BRAINERD FIRST ADDITION TO BRAINERD
P.I.N. 41240718
Section 24, Township 45, Range 31*

The property is zoned Traditional Neighborhood 1 (TN-1) District, which permits the operation of short-term rentals as an Interim Use according to Zoning Code Section 515-3 Appendix A Table-of-Uses provided it meets the required provisions as listed under 515-3 Allowed Uses. Information on the proposed short-term rentals is on file for review in the Community Development Department.

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

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

Dated this 4th day of November, 2025



James L. Kramvik
Community Development Director

Publication Date: November 8th, 2025



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Consider Interim Use Permit for a Short-Term Rental - 9995 Island Drive

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Kurt Waters has submitted a request for an Interim Use Permit to operate a short-term rental at 9995 Island Dr. This property is currently operating as a short-term rental. Short-term rentals operating prior to June 18th, 2024 shall be compliant with Section 515-3-37 (Short-Term Rentals) by December 31st, 2025.

As of this writing, no party has contacted the Community Development Department regarding the Interim Use Permit. In addition, staff have not received any complaints against this property while operating a short-term rental.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their November 19th meeting. The motion from the meeting was unanimous approval as presented.

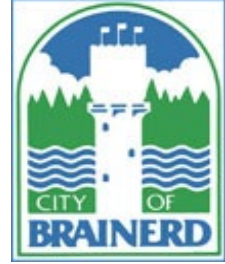
RECOMMENDED ACTION/MOTION:

Recommend approval of the Interim Use Permit for a short-term rental with the following conditions:

- 1) The Interim Use Permit for a short-term rental at 9995 Island Drive shall terminate on 12/31/2027.
- 2) Upon sale or transfer of the property, the Interim Use Permit for the short-term rental at 9995 Island Drive is no longer valid.
- 3) Submittal of the City of Brainerd lodging tax form by the 10th of each and every month, regardless of rental activity.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: November 19th, 2025

RE: Consider Interim Use Permit for a Short-Term Rental – 9995 Island Dr

REQUEST

PUBLIC HEARING. Interim Use Permit

APPLICANT: Kurt Waters

Kurt Waters has submitted a request for an Interim Use Permit to operate a short-term rental at 9995 Island Dr. This property is currently operating as a short-term rental. Short-term rentals operating prior to June 18th, 2024 shall be compliant with Section 515-3-37 (Short-Term Rentals) by December 31st, 2025.

CONTEXT

Parcel Number:	41340549
Zoning District:	Garden Living (GL) District
Property Area:	34,566 SQFT
Adjacent Uses:	North: Single-Family Home East: Residential Vacant Property South: Residential Vacant Property West: Residential Vacant Property
Adjacent Zoning:	North: Garden Living (GL) District East: Garden Living (GL) District South: Garden Living (GL) District West: Garden Living (GL) District

AERIAL MAP



FINDINGS OF FACT

1. The property at 9995 Island Drive Brainerd, MN 56401 is located in a GL (Garden Living) District. The GL District allows short-term rentals as an Interim Use according to Zoning Code [Appendix A: Table of Uses](#).
2. Short-term rentals must comply with the following minimum standards as required by [Section 515-3-37 Short-Term Rentals](#) of the Zoning Code:

- a. The maximum rental period shall not be more than 28 consecutive nights.
 - i. *The applicant is required to obtain an IUP to rent the property for under 28 nights.*
- b. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.
 - i. *The applicant has applied for an Interim Use Permit for the operation of a short-term rental.*
- c. The application for an interim use permit shall include:
 - i. The number of bedrooms with dimensions and all other sleeping accommodations.
 1. *The applicant has provided the floor plan with the following information regarding the bedroom sizes:*
 - a. *Bedroom #1 – 15'x13' – 195 sq ft*
 - b. *Bedroom #2 – 15'x13' – 195 sq ft*
 - i. *Section 404.4.1 of the International Property Maintenance Code states that "every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof."*
 - ii. *The house rules indicate a maximum of 2 guests per bedroom which is within the requirements of the property maintenance code.*
 - ii. The number of off-street parking spaces available to guests.
 1. *There is a total of 3 parking spaces available for the short-term rental.*
 - iii. All accessory structures and outdoor recreational features are available for guest use.
 1. *The applicant indicates there is an outside deck and gas grill available for use.*
 - iv. A pet, garbage, and noise policy.
 1. *The applicant states that the short-term rental rule is that garbage should be put in the outside bins as designated.*
 2. *The applicant indicates there is a no pet policy unless prior permission is obtained.*
 3. *Noise limits are enforced between 10:00pm and 7:00am*
 - v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
 1. *The housing inspector confirmed this upon inspection of the rental units.*
- d. A permit holder must disclose in writing to their renters the following information regarding property policies and City codes:

- i. Contact Information. The managing agent or local contact's name, address, and phone number. The agent shall be available 24 hours a day, seven days a week, whenever the property is being rented. Property contact information will be always accessible to the public on the City of Brainerd website.
 - 1. *Mr. Waters indicated his daughter resides on the lower level of the property, and he lives across the road at 10004 Island Drive.*
- ii. Occupancy. The maximum number of guests allowed at the property.
 - 1. *The posted rules for the short-term rental state only registered guests are permitted to stay overnight.*
- iii. Vehicles. The maximum number of vehicles, recreational vehicles, and trailers allowed on the property and where they are to be parked. Parking in a yard that fronts a street as well as along an interior side of a house is required to be on an improved surface. Recreational vehicles shall not be parked in any right-of-way or utility easement. No vehicle or trailer shall be parked on a street more than forty-eight (48) continuous hours.
 - 1. *There is a total of 3 parking spaces available for the short-term rental, but larger vehicles or RV's may park in the cul-de-sac with prior approval from the property owner.*
- iv. Garbage. Garbage and refuse containers shall be placed out for collection no earlier than 6:00 P.M. the day before collection and removed by the end of the day of collection. Garbage shall be placed in fly tight containers sufficient to receive all garbage which may accumulate between times of collection.
 - 1. *The applicant states that the short-term rental rule is that garbage should be put in the outside designated bins.*
- v. Noise. No person shall, between the hours of 10:00 P.M. and 7:00 A.M. congregate at, or participate in any party or gathering of two or more people from which noise emanates of a sufficient volume so as to disturb the peace, quiet, or repose of another person.
 - 1. *The short-term rental imposes quiet hours after 10:00pm which are within City Code requirements.*
- vi. Pets. No person shall keep, maintain, or otherwise house more than a total of four cats or dogs within any household in the City of Brainerd. It shall be unlawful for any person to allow a dog or cat to run at large and to keep or harbor a dog that habitually barks, yelps, howls, cries, or whimpers so as to unreasonably disturb the peace and quiet of any person in the vicinity. The owner of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.
 - 1. *The short-term rental states no pets unless prior permission is obtained.*

- e. The occupancy of a short-term rental shall be limited to no more than 3 people per bedroom or the occupancy set by the Building Official.
 - i. *Per Section 404.4.1 of the International Property Maintenance Code, the maximum occupancy per unit under the proposed zoning code would be:*
 - 1. *Bedroom 1 – 3 persons*
 - 2. *Bedroom 2 – 3 persons*
- f. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the Building Department, whichever is stricter.
 - i. *The rooms used for sleeping have been inspected by the housing inspector for occupancy, egress, and smoke/carbon monoxide detectors as part of the rental inspection process. The home was inspected on 7/31/25 and passed all building and rental code requirements.*
- g. The short-term rental shall be connected to city sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).
 - i. *The short-term rental is connected to City sewer and water system.*
- h. Additional occupancy by the use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
 - i. *The applicant is not proposing occupancy by use of recreational vehicles, tents, accessory structures, or fish houses.*
- i. The permit holder shall keep a report detailing the use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.
- j. A short-term rental shall be a licensed rental unit by the City and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshal.
 - i. *The premises have been inspected by the Housing Inspector and Fire Marshal.*
- k. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
- l. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
- m. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.

- i. *The application for short-term rental includes an application for lodging tax that must be submitted to the City's Finance Department. It is the owner's responsibility to contact the MN Department of Health.*
- n. Ownership, Limitations, and Municipal Caps:
 - i. There are to be no more than forty (40) operational VDU's at any given time in the City and are granted on a first-come first-serve basis.
 - 1. *This property is an existing short-term rental. The City Currently has seven (7) VDU's.*
 - ii. There shall be no more than twenty (20) total VDU's permitted in the Town Center and Main Street District, and in all other zoning districts there shall be no more than ten (10) total VDU's permitted at any given time.
 - 1. *This property is an existing short-term rental. This is the only VDU currently located in the GL District.*
 - iii. Only one (1) building with a permitted VDU may be located on any platted block and shall not abut another property approved for a short-term rental.
 - 1. *This property is an existing short-term rental, is not on a platted block with another VDU, and does not abut another property approved for a short-term rental.*

As of this writing, no party has contacted the Community Development Department regarding the Interim Use Permit.

STAFF RECOMMENDATION

Staff recommends approval of the Interim Use Permit for a short-term rental at 9995 Island Drive, Brainerd, MN 56401 with the following conditions:

- 1) The Interim Use Permit for a short-term rental at 9995 Island shall terminate on 12/31/2027.
- 2) Upon sale or transfer of the property, the Interim Use Permit for the short-term rental at 9995 Island Drive is no longer valid.
- 3) Submittal of the City of Brainerd lodging tax form by the 10th of each and every month, regardless of rental activity.



RECEIVED

NOV 03 2025

CITY OF BRAINERD
ADMINISTRATION

INTERIM USE PERMIT for SHORT-TERM RENTAL

Application Form (residential - \$350.00 / commercial - \$500.00 + \$500.00 escrow
deposit) (This form must be filled out completely before your application will be accepted)

Property Address for this Interim Use Permit: 9995 Island Dr

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use
Permit to allow short term rental

at the property address listed above until the date of maximum allowance

Legal Description (attach, if lengthy): Lot 020 Block 001 Addition 34 - (34-028)
Legacy parcel ID - 092490010200009

Property Owner: Kurtis Waters (KWUC)

Address: 10004 Island Dr Brainerd Mn 56401
(Street) (City) (State) (Zip)

Contact Information #: 218 330 7117 218 454 8988
(Home) (Business)
(Fax) (E-mail) kwaters@charter.net

Applicant: (if different than Property Owner) _____

Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home) (Business)
(Fax) (E-mail)

Contact Person: (if different than Property Owner) _____

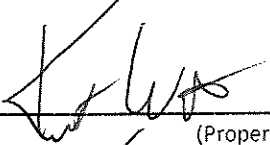
Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home) (Business)
(Fax) (E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.

Signed by:  Date: 10/28/25
(Property Owner)
Kurtis Waters
(Property Owner-Please print Name)

(Applicant-If different than owner) Date: 10/25/25

(Applicant - Please print name)

Interim Use Permit Supporting Information

The City Council may approve an Interim Use Permit if all of the "Criteria for Review of Interim Use Permits" are met. In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the "Criteria", referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced to in Section 515-5-2 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
 - (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
 - (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
 - (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
 - (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

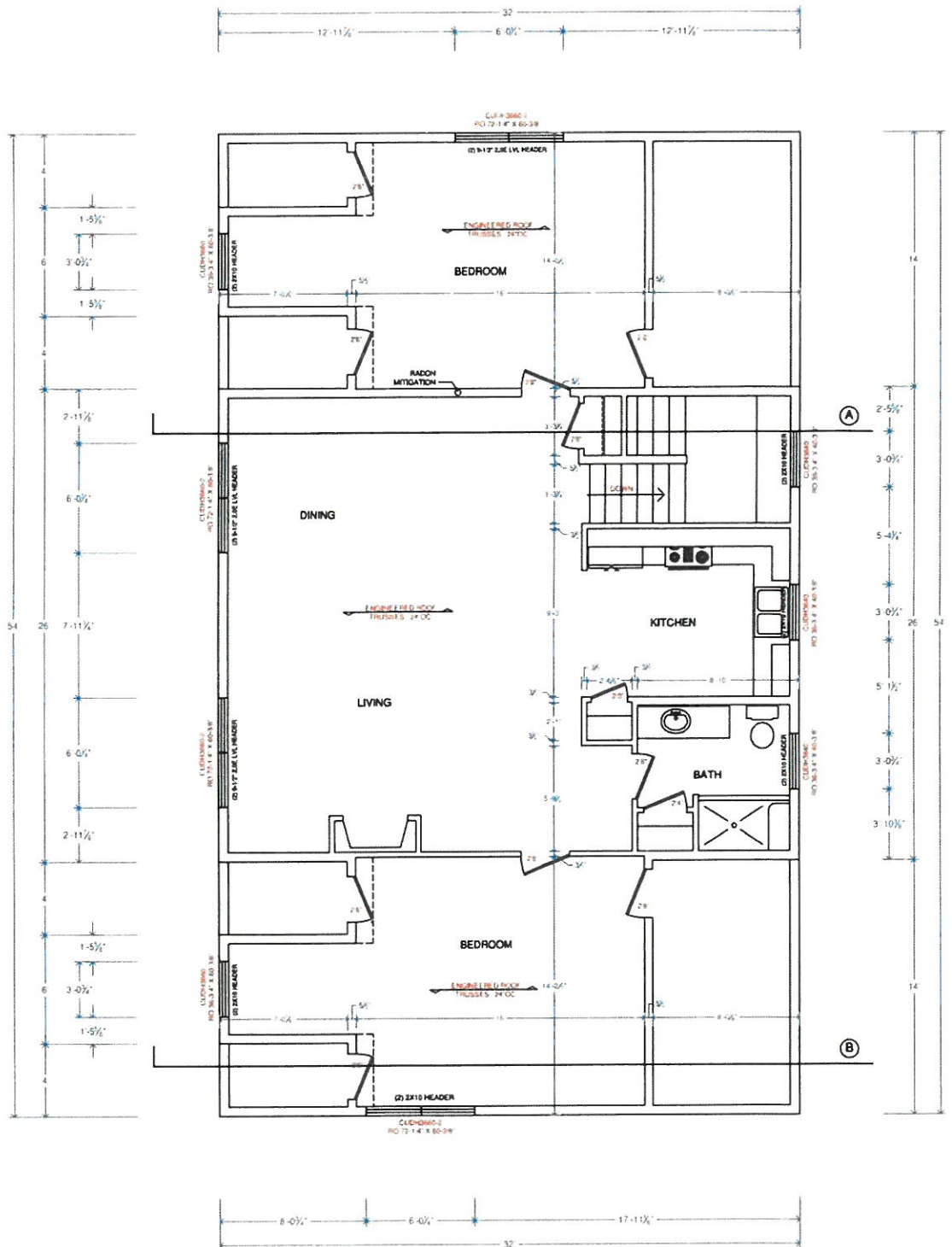
(con't)

Dear City of Brainerd,

We are asking for Interim Use permit for the upstairs 2 bedroom space at 9995 Island Dr. that we intermittently rent thru Airbnb. Our daughter Bryn lives on the lower level. We have been renting this the last several years with screened guests using a max of 2 bedrooms and we are requesting Interim Use Permit for ongoing intermittent short term rental and our desire to stay in compliance with City of Brainerd rules/regulations. Please let us know if there is any additional information you may need.

Kurtis and Tammy Waters

218-330-7117 cell





The Loft – House Rules

Welcome to **The Loft!**

We're delighted to have you as our guests and hope you enjoy your stay. To ensure a comfortable experience for everyone and to help us keep The Loft in great condition, please take a moment to review our house rules below.

General Guidelines

- Please treat The Loft and all furnishings with care and respect. If something breaks, kindly let us know so we can fix or replace.
 - Only registered guests are permitted to stay overnight.
 - The maximum occupancy is **2 persons per bedroom** (total of 4 guests in bedrooms).
 - No parties, events, or gatherings beyond the registered guests.
-

Garbage & Recycling

- Please place all household garbage and recyclables in the designated bins.
 - **At checkout**, ensure all garbage and recyclables are **disposed of in the outdoor bins** provided.
 - If bins become full during your stay, please contact us for assistance.
-

Parking

- - Parking is available **in the driveway below the deck just outside the entrance door. This is in the back of the house.**
 - A **maximum of three (3) cars** is permitted.
 - Please do not park on the lawn .
 - If you have a trailer, or other larger vehicle such as RV is allowed and there is room in the driveway or cul-de-sac but please contact us before check-in for approval.
-

Stove/fireplace

- Is a induction stove, see separate instructions for use

- The switch for gas fireplace is to left of fireplace on the wall
-

Pets

- **No pets** are allowed unless **prior permission** is granted by the owners.
 - Approved pets must be supervised at all times and kept off furniture.
-

Smoking

- This is a NO SMOKING property. Thank you for respectfully not smoking in our house.
-

Outdoor Areas

- Guests are welcome to use the **outside deck** and **gas grill** at their leisure.
 - Please ensure the **grill is turned off and cleaned** after use.
 - Out of respect for our neighbors, **outdoor quiet time is 10:00 PM.**
 - No loud music or disruptive noise after that time.
-

In Case of Emergency

- For fire or medical emergency please dial 911. Fire and CO2 detectors are installed in house, in case of alarm, please evacuate the premises and dial 911. Fire extinguishers are available below the sink and adjacent to the Laundry area.
-

Before You Leave

- Dispose of all garbage and recycling in the outdoor bins.
 - Please strip beds and linens and place with used towels on the floor.
 - Turn off lights, appliances, and the gas tank on the grill.
 - Ensure doors and windows are locked.
-

Thank you for your cooperation and for helping us keep The Loft a welcoming space for all our guests! If you have any questions, please contact Kurt at 218-330-7117 or Tammy at 218-3307113.

We hope you enjoy your stay.

Warm regards,

Kurt and Tammy Waters

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Kurt Waters has submitted a request for an Interim Use Permit to operate a short-term rental at 9995 Island Dr. The property is currently operating as a short-term rental. Short-term rentals operating prior to June 18th, 2024 shall be compliant with Section 515-3-34 (Short-Term rentals) by December 31st, 2025. The property included in this application is described as:

*LOT 20 BLOCK 1 INCL LOT 20A & LOT 20B
GILBERT VIEW ESTATES
P.I.N. 41340549
Section 34, Township 134, Range 28*

The property is zoned Garden Living (GL) District, which permits the operation of short-term rentals as an Interim Use according to Zoning Code Section 515-3 Appendix A Table-of-Uses provided it meets the required provisions as listed under 515-3 Allowed Uses. Information on the proposed short-term rentals is on file for review in the Community Development Department.

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

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

Dated this 4th day of November, 2025



James L. Kramvik
Community Development Director

Publication Date: November 8th, 2025



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: First Reading — Proposed Ordinance 1599 - Fee Schedule

AGENDA: Main

ACTION REQUESTED: Ordinance

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

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

City Council should review the fee schedule annually and determine if any fees should be adjusted or added. Staff have provided a recommendation of additional fees and adjustments for City Council to consider.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

City Council should review the fee schedule and make any adjustments prior to conducting the first reading if necessary. A public hearing will be conducted at the December 15th City Council meeting.

Fee schedule amendment includes the following additions:

- 1) Shoreland alteration permit - \$150 (residential) and \$250 (commercial)
- 2) Planned Unit Development (PUD) Amendment Fee - \$500 + \$1,000 Escrow (residential) and \$750 + \$1,000 Escrow (commercial)
- 3) EAW Review Fee - \$500 + Escrow Deposit (residential and commercial)
- 4) EIS or AUAR Review Fee - \$1,000 + Escrow Deposit (residential and commercial)
- 5) Annexation Petition - \$350 (residential and commercial)

6) Cash Escrow stipulation: When multiple planning & zoning cash escrows are required, the City initially shall collect a total escrow of \$2,000, except with applications where 3rd party consulting and extraordinary amounts of additional staff time are anticipated. 3rd party consulting and extraordinary amounts of additional staff time will be deducted from the minimum escrow deposit. Based upon the complexity of the project/application, an escrow deposit higher than the minimum listed on the fee schedule may be necessary. Any costs higher than the deposit collected will be billed to the applicant. The balance remaining in the escrow is refundable. If costs exceed the initial deposit, additional reimbursement will be required and billed.

Fee schedule amendment includes the following adjustments:

- 1) Zoning Text Amendment - \$250 to \$350 residential and \$400 to \$500 for commercial
- 2) Club On-Sale & Sunday Liquor - 200 or less members + investigative fee + Sunday (if applicable) - \$300 to \$400
- 3) Club On-Sale & Sunday Liquor - 201 or more members + investigative fee + Sunday (if applicable) - \$500 to \$600
- 4) On-Sale Liquor – Sunday - \$150 to \$200
- 5) Impound Fees for Dogs or Cats - \$25 to \$30 + additional sum equal to the cost to the City for feeding/housing in a kennel
- 6) Assessment Search Fee - \$10 to \$15

RECOMMENDED ACTION/MOTION:

Recommend to conduct the first reading of proposed Ordinance 1599 and dispense with the actual reading.

Note: A vote to dispense with the actual reading must be unanimous.

FINANCIAL IMPACT:

Fee revenue will increase if the recommended changes are adopted.

**ORDINANCE
NO. 1599**

AN ORDINANCE AMENDING SECTION 1000 APPENDIX A FEE SCHEDULE

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 1000 General Provisions - Section 1000 Appendix A: Fee Schedule (Exhibit A) is hereby amended as indicated, with deleted language struck out and new language underlined:

SECTION TWO: 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 – _____

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Building Dept	Residential	Commercial
Building Permit Fee	Valuation (refer to Appendix B)	Valuation (refer to Appendix B)
Plan Review Fee	65% of Building Permit Fee	65% of Building Permit Fee
Decks	Valuation (refer to Appendix B)	N/A
Accessory Structure	Valuation (refer to Appendix B)	Valuation (refer to Appendix B)
Re-Roofing per structure	\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Re-Siding per structure	\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Solar PV Panels	\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Weatherization	Valuation (refer to Appendix B)	Valuation (refer to Appendix B)
Windows/Doors Replacement	\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Manufactured (HUD) Installation	\$250 + \$1 State Surcharge	N/A
Modular/Manufactured Home Foundation	Valuation (refer to Appendix B)	N/A
Mechanical-New	\$149 + \$1 State Surcharge	Valuation (refer to Appendix B)
Mechanical-Remodel	\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Furnace/Boiler/AC/Fireplace	\$49 + \$1 State Surcharge	\$75 + \$1 State Surcharge
Garage Heater	\$49 + \$1 State Surcharge	\$75 + \$1 State Surcharge
Roof Top Unit	N/A	\$150 + \$1 State Surcharge
Plumbing-New	\$149 + \$1 State Surcharge	Valuation (refer to Appendix B)
Plumbing-Remodel	\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Water Heater Replacement	\$49 + \$1 State Surcharge	\$75 + \$1 State Surcharge
Water Softener	\$49 + \$1 State Surcharge	N/A
Contractor Registration	\$50 (exempt for State Licensed BC)	\$50
SAC Fee (Sewer Access Charge)	\$1,900 / New Home	\$1,900 / E.R.C.
WAC Fee (Water Access Charge)	\$1,400 / New Home	\$1,400 / E.R.C.
Re-Inspection Fee	\$70 per inspection	\$70 per inspection
E911 Addressing Fee	\$75	N/A
Certificate of Occupancy Inspection	N/A	\$75 per inspection
Demolition	\$50	Valuation (refer to Appendix B)
Planning & Zoning Dept	Residential	Commercial
Fence	\$50	\$50
Sign – Permanent	N/A	Valuation (refer to Appendix B) \$35 minimum
<u>Shoreland Alteration Permit</u>	<u>\$150</u>	<u>\$250</u>
Sign – Temporary(portable)	N/A	\$35/3 months
Conditional Use Permit	\$350	\$500 + \$500 Escrow
Interim Use Permit	\$350	\$500 + \$500 Escrow
Variance Permit	\$350	\$500 + \$500 Escrow
Rezoning Permit	\$350	\$500
Administrative Subdivision (property split, consolidation, or boundary line adjustment)	\$100	\$100
Administrative Zoning Permit	\$35	\$35
Bee Keeping Permit	\$60 initially/\$20 annual renewal	N/A
Chicken/Duck Permit	\$60 initially/\$20 annual renewal	N/A
Food Truck Permit	N/A	\$50 annually + \$50 Parks
Preliminary Plat/Final Plat	\$500 + \$30 per lot + \$1,000 Escrow	\$600 + \$50 per lot + \$1,000 Escrow
Planned Unit Development (PUD)	\$1,000 + \$2,000 Escrow	\$1,500 + \$2,000 Escrow
<u>Planned Unit Development (PUD) Amendment</u>	<u>\$500 + \$1,000 Escrow</u>	<u>\$750 + \$1,000 Escrow</u>
<u>EAW Review Fee</u>	<u>\$500 + Escrow Deposit</u>	<u>\$500 + Escrow Deposit</u>
<u>EIS or AUAR Review Fee</u>	<u>\$1,000 + Escrow Deposit</u>	<u>\$1,000 + Escrow Deposit</u>
Temporary Seasonal Sales	N/A	\$25/short term or \$150/long term
Zoning Compliance Letter	\$50	\$50

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Zoning Text Amendment	\$250 \$350	\$400 \$500
Planning & Zoning Dept (cont'd)	Residential	Commercial
Park Dedication	\$500/single dwelling per buildable lot \$500/double or multi dwelling per unit	\$1,000 per acre or 5% of the fair market value of the subdivision as set forth by valuation fee schedule, whichever is greater.
Public Right-of-Way Entranceway Sign	\$500	N/A
Special Meeting	\$200	\$400
Comprehensive Plan & Zoning Appeals	\$100	\$100
City Property Sale Inquiry	\$1,000 escrow for appraisal fee	\$1,000 escrow for appraisal fee
<u>Annexation Petition</u>	<u>\$350</u>	<u>\$350</u>
<u>Cash Escrows: When multiple planning & zoning cash escrows are required, the City initially shall collect a total escrow of \$2,000, except with applications where 3rd party consulting and extraordinary amounts of additional staff time are anticipated. 3rd party consulting and extraordinary amounts of additional staff time will be deducted from the minimum escrow deposit. Based upon the complexity of the project/application, an escrow deposit higher than the minimum listed on the fee schedule may be necessary. Any costs higher than the deposit collected will be billed to the applicant. The balance remaining in the escrow is refundable. If costs exceed the initial deposit, additional reimbursement will be required and billed.</u>		
Rental Housing	Annual Fee June 1 st – May 31 st	
Per Unit Annually	\$50 per unit	
1-5 Units Annually	\$50 per unit	
6-12 Units	\$45 per unit	
13+ Units	\$40 per unit	
Registration Late Fee (June 1-30) (July 1 st - property placarded as non-licensed rental)	Double the per unit fee	
Operating without a Designated Agent in 50-mile radius	\$100 per unit per month	
Operating without Valid Rental License	\$250 per unit per month	
Tenant Complaint based inspection	\$100 each complaint	
Engineering Dept	Residential	Commercial
Sewer Tap Fee	\$50	\$75
Excavation Fee	\$50	\$75
Curb Cut	\$35	\$35
Billboards	N/A	\$75
Street Vacation	\$150	\$150
Right of Way Obstruction Permit Excavation/Obstruction Delay Penalty	\$50 \$100 each 30 days beyond permit requirements	
Sanitary Sewer		
Consumption-Based Monthly Charge	2025	2025
	\$1.34 / 1,000 gal	\$1.34 / 1,000 gal
Fixed Monthly Sewer Charges	2024 Meter Size	2024 Fixed Monthly Customer Charge
	3/4"	\$6.55
	1"	\$14.00
	1 1/2"	\$19.85
	2"	\$36.25
	3"	\$56.25
	4"	\$105.00
	6"	\$140.00

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

	2025 Meter Size	2025 Fixed Monthly Customer Charge
	¾"	\$7.05
	1"	\$15.00
	1½"	\$21.10
Fixed Monthly Sewer Charges		
	2"	
	3"	
	4"	
	6"	\$140.00
Storm Sewer	2025	
	\$5.30	
Fire Dept		
Annual Fire Inspections and Follow-up Inspections	\$75	
Annual Fire Safety Inspections and Follow-up Inspections	\$125	
Birthday Party	\$40	
Carnivals and Fairs	\$125	
Donations	Varies	
Exhibition, Trade Shows, Any Special Event Requiring a Fire Inspection	\$125	
Family Day Cares and/or Foster Care Home	\$50 - initial licensure inspections only	
False Alarms	\$125 for the 3rd alarm, \$175 for the 4th alarm, \$275 for the 5th+ alarms per year	
Fire Extinguisher Training	\$5 per head or \$250 flat fee per training event (50 attendees)	
Fire Watch Supplied by the Fire Department	\$125 per hour per staff member required	
Fireworks Sales, Displays, and Pyrotechnic Special Effects Materials	\$125	
Food Truck Annual Inspection	\$75	
Natural Gas Line Hits	\$175 per hour per incident if proper procedures were not followed	
Installation and Removal of all Fire Alarm, Monitoring, or Related Systems	\$125	
Installation and Removal of all Fire Suppression Systems (Under 25 Heads)	\$125	
Fire Suppression Testing Permit	Valuation (refer to Appendix B)	
Installation and Removal of Underground or Above Ground Tanks	\$125	
Installation of Smoke Removal Systems	\$125	
Installation of Spray Booths or Spray Areas	\$125	
Storage of Explosives, Black Powder, or Blasting Agents	\$125	
Temporary Membrane Structures, Tents, Canopies	\$125 - if no other fee is charged by the City	
Training Room Daily Rental Fee	\$100 - four hours or less	
Training Room Daily Rental Fee	\$150 - four to eight hours	
Use of Explosives	\$125	

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Business Licensing	Annual Fees Unless Indicated Otherwise
Adult Establishment	\$3,000 + investigative fee
Filling Station & Bulk Plant	\$100 per dispensing location or per bulk plant
Pawnbroker	\$150
Peddler, Solicitor, or Transient Merchant	\$200
Secondhand Automobile	\$50 per lot
Secondhand Goods Dealer	\$500 Class A / \$300 Class B
Liquor/Tobacco/Cannabis	Annual Fees Unless Indicated Otherwise July 1st – June 30th
Brewery, Taproom	\$500 + initial investigative fee (if applicable)
Growler	\$300 (must be State licensed Brewery or Taproom)
Investigative Fee – New Applicants	\$100
Club On-Sale & Sunday Liquor	\$300 \$400 / 200 or less members + investigative fee + Sunday (if applicable) \$500 \$600 / 201 or more members + investigative fee + Sunday (if applicable)
Distillery – Cocktail Room	\$300 Off Sale Distillery Spirits + investigative fee + Sunday (if applicable) \$500 Cocktail Room + investigative fee + Sunday (if applicable)
Off-Sale Beer	\$25 + investigative fee (if applicable)
Off-Sale Liquor	\$200 + investigative fee (if applicable)
On-Sale Beer/Wine	\$200 Beer License \$200 Wine License + investigative fee + Sunday (if applicable)
On-Sale & Sunday Liquor	\$3,300 Class 1 Bar \$2,700 Class 2 Restaurant \$3,000 Class 3 Bowling Center/Hotel + investigative fee + Sunday (if applicable)
On-Sale Liquor – Sunday	\$150 \$200
Temporary On-Sale Beer	\$20 per day
Temporary On-Sale Liquor	\$135 per day
Tobacco	\$75
Cannabis Event	\$135 Per Day; One event per calendar year no longer than four consecutive days
Cannabis Registration	Maximum allowed by Minnesota Statute Chapter 342. Registrations are for the period specified in Minnesota Statute Chapter 342.
Transportation	Annual Fees Unless Indicated Otherwise
Garbage Hauler	\$50 per unit & \$25 per scooter
Taxicab	\$40 per unit
Junk Dealers	\$50
Vending Vehicles	\$75
Auto Salvage	\$25
Miscellaneous	Annual Fees Unless Indicated Otherwise
Dog License/Annual	\$20 \$15/spayed or neutered
Replacement of Dog Tag	\$2.50
Impound Fees for Dogs or Cats	\$25 \$30 + additional sum equal to the cost to the City for feeding/housing in a kennel
Kennel License	\$35
Assessment Search Fee	\$10 \$15
NSF (non-sufficient funds) Check Fee	\$20



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Consider CUP, Future Land Use Map Amendment and Proposed Ordinance 1600, a rezoning from CN-2 (Contemporary Neighborhood 2) to GC (General Commercial), to allow for an Animal Clinic on Parcel 41290683 (NE Corner of Oak Street and 28th St E)

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE:

Ryan Dutton, on behalf of RKD Real Estate, has applied for a Conditional Use Permit to allow for the construction and operation of a new Brainerd Animal Hospital facility at the corner of 28th Street and Oak Street . In addition, the applicant has requested to rezone parcel 41290683 from a CN-2 (Contemporary Neighborhood 2) Zoning District to a GC (General Commercial) Zoning District and amend the Future Land Use Map from Medium-High Density to Commercial.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their November 19th meeting. The following recommendations were provided:

- 1) Recommend denial of rezoning of parcel 41290683 from CN-2 (Contemporary Neighborhood 2) Zoning District to GC (General Commercial) Zoning District by a 4-1 vote.
- 2) Recommend denial of the resolution to amend the Future Land Use Map from Medium-High Density Residential to Commercial by a 4-1 vote.
- 3) Recommend denial of the conditional use permit to allow for the operation of an animal clinic as presented for parcel 41290683 based on the denial of the rezoning from a CN-2 by a 4-0 vote with member Peterson abstaining.

Note: A motion must be made for each individual request. If City Council upholds the recommendation to deny the requests, findings must be stated at the meeting.

Commissioner Comments

Commissioner Duval stated that it is a good project but is concerned with rezoning to General Commercial (GC). GC as opposed to the Traditional Neighborhood-2 (TN-2) Zoning District would create a commercial zoning district in the middle of residential districts, which would allow for a lot more commercial uses. Some uses would not be appropriate in the middle of residential zoning districts. By

zoning TN-2, the future land use map would not need to be changed. He sees a path forward that allows the proposed use but does not require zoning to GC. This would be a spot zone because GC is in the middle of residential zoning districts.

Comments from the Commission were generally in favor of the project, but not rezoning to General Commercial and hopes the applicant can fulfill their needs with a different request.

Applicant Comments

The applicant stated that staff gave options for zoning requests. Due to building and parking setbacks, the TN-2 District was going to require parking in the back of the building, so they would need to modify the layout. The applicant believes it would be better for the business to have the parking lot in front to align the entrance. The parking lot on Oak Street would have less impact on the property to the north.

The applicant stated that the specialized medical building design would make it difficult and too costly for another commercial entity to transition the building to an alternate use in the future.

Note: An approval of the rezoning request does not lock the property into an animal clinic if the applicant does not proceed with the project in the future.

Staff Comments

The applicant would not be able to construct the animal clinic with the current design, specifically the setback requirements. The TN-2 District requires a 20' maximum front yard setback which is consistent with Oak Street from downtown to 19th Street SE, such as the Lakes Printing building. This area of Oak Street from 19th Street east is inconsistent with TN-2 setbacks as most businesses have parking along Oak Street with large front yard setbacks with parking lots.

RECOMMENDED ACTION/MOTION: Options:

- 1) Recommend not to conduct the first reading of proposed Ordinance 1600 and deny the rezoning of parcel 41290683 from CN-2 Zoning District to GC Zoning District.
- 2) Recommend denial of the resolution to amend the Future Land Use Map from Medium-High Density Residential to Commercial.
- 3) Recommend denial of the conditional use permit to allow for the operation of an animal clinic as presented for parcel 41290683.

OR

Note: If City Council decides to approve the project, the following motions must be made:

- 1) Conduct the first reading of Proposed Ordinance 1600 and dispense with the actual reading.

Note: The vote must be unanimous in order to dispense with the actual reading.

- 2) Approve the attached resolution amending the Future Land Use Map from Medium-High Density Residential to Commercial contingent upon approval of proposed Ordinance 1600.
- 3) Approve the conditional use permit to allow for the operation of an animal clinic as presented for parcel 41290683 contingent upon approval of proposed Ordinance 1600.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: November 19th, 2025

RE: Consider Rezoning, Future Land Use Map Amendment and a Conditional Use Permit from CN-2 (Contemporary Neighborhood 2) to GC (General Commercial) to Allow for an Animal Clinic on Parcel 41290683 (NE Corner of Oak Street and 28th St E)

REQUEST - Rezoning, Future Land Use Map Amendment, and Conditional Use Permit

PUBLIC HEARING. Rezoning, Future Land Use Map Amendment, and Conditional Use Permit

APPLICANT: Ryan Dutton on behalf of RKD Real Estate

The applicant would like to rezone this parcel from a CN-2 (Contemporary Neighborhood 2) Zoning District to a GC (General Commercial) Zoning District and amend the Future Land Use Map to Medium-High Density Residential to Commercial to allow for the construction and operation of Brainerd Animal Hospital.

CONTEXT

Parcel Numbers: 41290683

Zoning District: Contemporary Neighborhood 2 (CN-2) Zoning District
Proposed District: General Commercial (GC) Zoning District

Property Area: 1.33 acres

Adjacent Uses: North: Residential Single-Family Home
East: Residential Single-Family Home
South: Multi-Family Apartments
West: Carefree Living Assisted Living Facility

Adjacent Zoning: North: Contemporary Neighborhood 2 (CN-2) Zoning District
East: Contemporary Neighborhood 2 (CN-2) Zoning District
South: Contemporary Neighborhood 2 (CN-2) Zoning District
West: Contemporary Neighborhood 2 (CN-2) Zoning District with Commercial Uses

AERIAL MAP



FINDINGS OF FACT

- 1) Parcel 41290683 is located at the corner of Oak Street and 28th Street and is currently zoned CN-2 (Contemporary Neighborhood 2) District. According to Section [515-3 Allowed Uses, Appendix A: Table of Uses](#), animal hospitals, veterinary clinics and kennels are prohibited in the CN-2 district.
 - a) *The applicant is requesting a rezoning from CN-2 (Contemporary Neighborhood 2) to GC (General Commercial) District to allow for the construction of an animal clinic on the subject property. The Brainerd Animal Hospital would then relocate from their current location at 2720 Oak Street.*
 - b) *The applicant indicated that Brainerd Animal Hospital does not offer boarding services so there are only intermittent patients hospitalized overnight based on medical necessity. Brainerd Animal Hospital is not a Hazardous Waste Producing business and environmental impacts should be minimal.*
- 2) The property is currently designated for Medium-High Density in the [Comprehensive Plan's Future Land Use Map](#). The applicant is requesting that the property is designated Commercial in the Future Land Use Map to reflect the proposed zoning change.
 - a) The Land Use Map, along with related goals, policies and strategies serve as the Land Use Plan, which is a long-term guide for how development should occur in

Brainerd and provides a framework for making decisions on development and allocation of public resources.

REZONING

- 1) The City Council and the Planning Commission shall consider possible adverse effects of the proposed amendment. Their judgment shall be based upon (but not limited to) the following factors:
 - a) The proposed action's consistency with the specific policies and provisions of the official City Comprehensive Plan.
 - i) Economic Development GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 - (1) Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exist.
 - (a) *The subject property is currently vacant and located along a major thoroughfare where existing infrastructure is present.*
 - (b) *The applicant proposes a major improvement to the Oak Street corridor that may spur additional development.*
 - b) The proposed uses are to be compatible with present and future land uses of the area.
 - i) *The applicant is proposing an amendment to the Future Land Use Map in the Comprehensive Plan to reflect the proposed zoning change to GC.*
 - ii) *While not adjacent to other General Commercial Zoning Districts, this area of Oak Street has many other businesses zoned General Commercial.*
 - c) The proposed use's effect upon the area in which it is proposed.
 - i) *The proposed use will not have an adverse effect on the area as surrounding properties are a mix of commercial and residential uses. Brainerd Animal Hospital currently operates on a property near the proposed new facility.*
 - d) Traffic generation of the proposed use in relation to capabilities of streets serving the property.
 - i) *Traffic patterns should not change, as the existing animal hospital is already located on Oak Street.*
 - ii) *The Fire Marshal has reviewed the proposed site plan and has no issues.*
 - e) The proposed uses impact upon existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.
 - i) *The proposed use will not have an impact on existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.*

Approval of a proposed Zoning Map amendment which changes all or part of the existing classification of a zoning district from Residential to Commercial, Industrial, or Planned Unit Development that allows for commercial or industrial uses shall require a two-thirds (2/3) vote of the City Council.

FUTURE LAND USE MAP AMENDMENT

- 1) In addition to the above criteria, the City Council should consider the following criteria for a Future Land Use Amendment.
 - a) Are there changed conditions that affect the development of the property, which supports the proposed amendment?
 - i) *The property is currently vacant without a designated use.*
 - ii) *There have been no other changes to the site.*
 - b) Is there a mistake in the Future Lands Use Plan map?
 - i) *There is no mistake with the Future Land Use map.*
 - ii) *The Future Land Use map indicates a mix of commercial and residential uses in this area of Oak Street.*
 - c) Has there been a change in the community not anticipated when the Plan was adopted?
 - i) *There have not been changes in the community or in this area that would require this property to be commercial.*

The City Council may, by resolution by a two-thirds vote of all of its members, adopt and amend the comprehensive plan or a portion of the plan.

CONDITIONAL USE PERMIT

- 1) [Criteria for Granting Conditional Use Permits](#). In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
 - a) The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
 - i) *Animal Hospitals and Veterinary Clinics are a conditional use in the GC District. The GC Zoning District is to allow more intensive commercial uses that require primary street network for access and circulation.*
 - ii) *The proposed parcel has adequate space for the clinic and parking.*
 - b) The proposed use meets the regulations and standards established in this Ordinance.
 - i) According to [Section 515-3-5](#) of the Zoning Code Animal Hospitals, Veterinary Clinics or Kennels must meet the following criteria:
 - (i) All areas in which animals are confined are located indoors and are properly soundproofed from adjacent properties.
 1. *The proposed building will be sufficiently soundproofed from adjacent properties, will not have any outdoor facilities to house animals, and does not propose animal boarding other than overnight boarding for animal recovery.*
 - (ii) Animal carcasses are properly disposed of in a manner not utilizing on-site garbage facilities or incineration and the carcasses are properly refrigerated during periods prior to disposal.

1. *The applicant does not propose the incineration of animals on the property.*
- (iii) A ventilation system shall be designed so that no odors or organisms will spread between wards or to the outside air and will be capable of completely exchanging internal air at a rate of at least twice per hour. Air temperature must be maintained between sixty (60) and seventy-five (75) degrees Fahrenheit.
 1. *The applicant does not propose animal boarding.*
 2. *The building official will ensure the building is properly ventilated and meets all state requirements.*
- (iv) A room separate from the kennel area shall be provided of sufficient size to adequately separate animals that are sick or injured from healthy animals.
 1. *The floor plan indicates a separate dog and cat ward as well as an ICU room for the recovery of animals.*
- (v) Indoor animal kennel floors and walls shall be made of non-porous materials or sealed concrete to make it non-porous.
 1. *The building official will ensure the kennel floors and walls are made of non-porous materials or sealed concrete to make it non-porous upon final review of the building permit.*
- (vi) Animal waste shall be flushed down an existing sanitary sewer system or enclosed in a container of sufficient construction to eliminate odors and organisms and shall be properly disposed of at least once a day.
 1. *The floor plan indicates a separate lab waste room.*
 2. *The applicant indicates that Brainerd Animal Hospital is not a Hazardous Waste Producing business and environmental impacts should be minimal.*
- (vii) All State Health Department and Minnesota Pollution Control Agency requirements for such facilities are met.
 1. *Prior to issuance of the building permit and certificate of occupancy, the Building Official ensures that the facility meets all State Health Department and Minnesota Pollution Control Agency requirements.*
- b) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - i) *The structure will not be dangerous, injurious, or noxious to the surrounding properties as indicated by the requirements of Section 515-3-5.*
 - ii) *City staff have received no complaints from the public regarding the existing operation of Brainerd Animal Hospital located at 2720 Oak Street.*
- c) The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - (1) *The applicant is aware and the proposed facility must meet the landscaping requirements of [Section 515-4-10](#) of the Zoning Code.*
 - a. *One (1) shrub is required for every 300 square feet of total building floor area up to 10,000 square feet. The required plantings should be spaced around the foundation of the building and do not count towards any required screening.*

- b. *One (1) shrub shall be planted for every five (5) lineal feet of parking lot perimeter that is adjacent to a public street. Two (2) perennials can be substituted for one (1) shrub. Plants shall be two (2) feet to four (4) feet in height and designed in a way to screen the parking lot from street view. When a parking lot is across the street from a residentially zoned property, the required screen height shall be four (4) feet. Refer to Table [515-4-10.1] Plant Spacing Requirements for Screening.*
 - c. *In all commercially zoned districts, new development shall include a planting rate of one (1) tree for every 100 feet of frontage along all roads. The required trees shall be planted within 10 feet of the front property line, or right-of-way line. Parking lot island tree planting requirement does not count towards this number.*
 - d) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - i) *The proposed facility will enhance the visual impact of the Oak Street corridor.*
 - ii) As required by [Section 515-4-2.D.4](#) Exterior Building Materials. Commercial buildings should be consistent with the character of surrounding structures. Typical and permitted materials include: brick, dimensioned stone, or other replicas, rock faced block, decorative concrete panels, stone, stucco, wood, glass , or Exterior Finish Installations (EFIS).
 - (1) *The building exterior finishes will consist of EFIS, glass, and stonework.*
 - e) The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
 - i) *Traffic patterns should not change, as the existing animal hospital is already located on Oak Street.*
 - ii) *The applicant proposes off-street parking and an unloading area that includes 22 parking spaces and two ADA spaces.*
 - iii) The proposed building size is 5,901 SQFT as depicted in the floor plan.
 1. According to [Section 515-4-12.2](#) the parking lot maximum for non-ADA parking spaces is 39 parking spaces. The applicant proposes 22 parking spaces.
 - f) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
 - i) **Economic Development Goal 1:** Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 - (1) **Policy 2:** Invest in community improvements that will spur and support revitalization or redevelopment
- 2) Conditions. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses.

STAFF RECOMMENDATION

As of this writing, no party has contacted the Community Development Department with concerns about the request.

Staff recommend the following:

- 1) Recommend approval of the resolution to amend the Future Land Use Map to Medium-High Density Residential to Commercial.
- 2) Recommend approval of the rezoning from CN-2 Zoning District to a GC Zoning District.
- 3) Recommend approval of the Conditional Use Permit as presented with the following conditions:
 - a. A landscape plan must be reviewed and approved by the Community Development Department pursuant to Section 515-4-10 of the Zoning Code prior to issuance of the building permit.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: NE Corner of Oaks St & 29th St

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

Parcel 41290683

Property Owner Name: RKD Real Estate

Street Address: 4999 Mapleton Rd City: Brainerd State: MN Zip Code 56425

Phone Number: 763-221-0833 Fax: _____ E-mail: rydutton77@gmail.com

Applicant Name: (If different than Property Owner) Ryan Dutton

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

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

Description of Request: Future Land use map amendment to commercial.
Rezone to GC with a CUP for animal clinic.

Ryan Dutton
Property Owner Signature

10/31/2025
Date

Ryan Dutton
(Please print name)

Ryan Dutton
Applicant Signature

Date

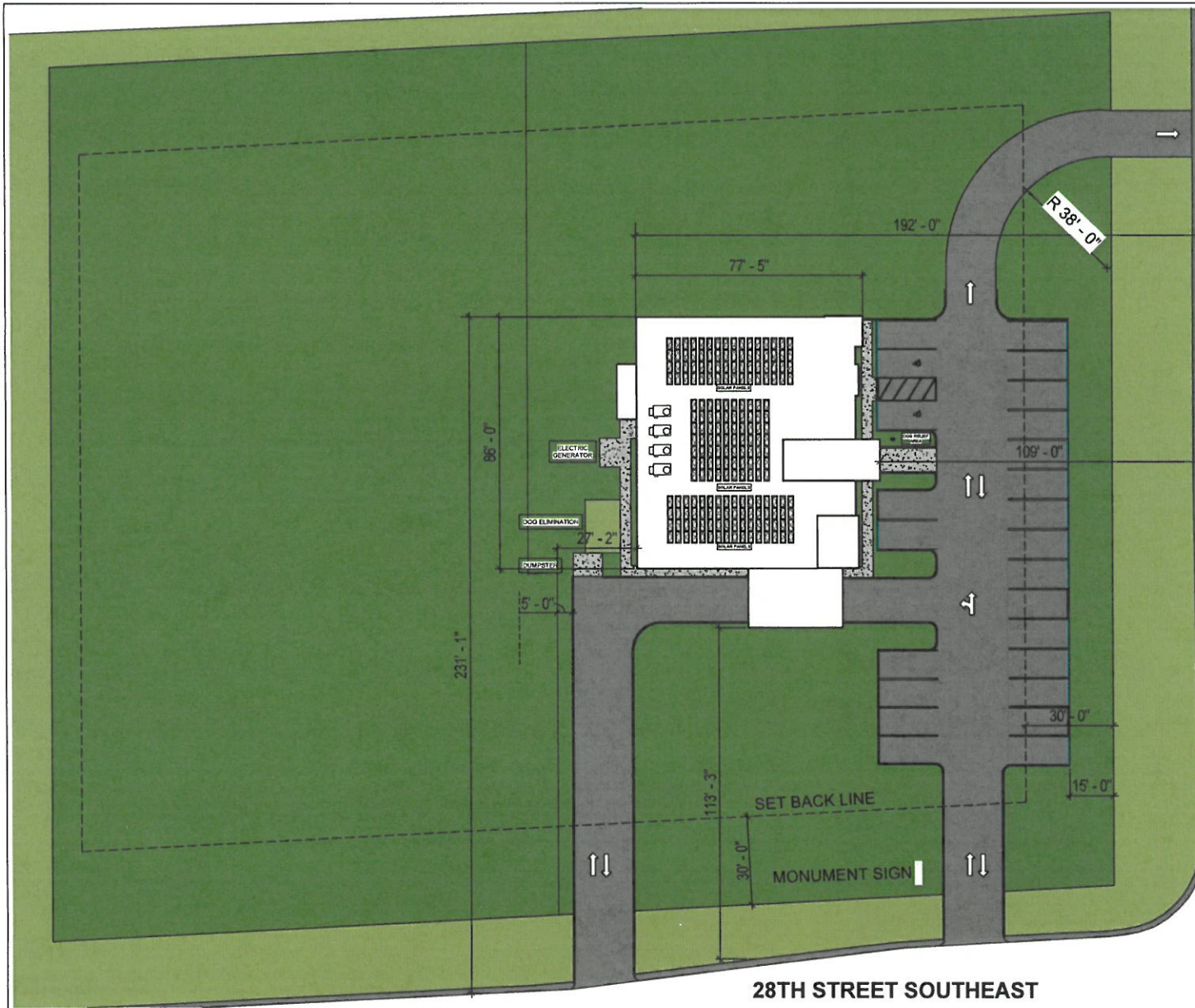
Ryan Dutton
(Please print name)

(OVER)

Legal Descriptions

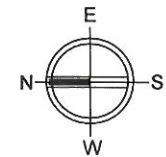
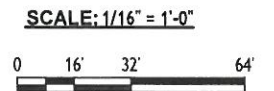
THAT PT OF THE W 1/2 OF THE W 1/2 OF THE SWNW LYING S OF A LINE DAF: COMM AT SW COR OF SD SWNW THEN N 00D 36'23" W ASSM BEAR ALG THE W LINE OF SD SWNW A DIST OF 240 FT THE POB OF THE LINE TO BE DESC THEN S 87D 36'05" E PARA/W THE S LIEN OF SD SWNW A DIST OF 33.04 FT TO THE E LINE OF 28TH ST SE THEN S 87D 36'05" E PARA/W THE S LINE OF SD SWNW A DIST OF 117 FT THEN N 00D 36'23" W A DIST OF 10 FT THEN S 87D 36'05" E A DIST OF 181.27 FT TO THE E LIEN OF THE W 1/2 OF THE W 1/2 OF SD SWNW & SD LINE THERE ENDING EX THEREFROM THE W 33 FT OF SD SWNW & EX THEREFROM THE S 50 FT OF SD SWNW

I would like to request a zoning change of the above parcel located on the NE corner of the intersection of Oak Street and 28th Street in Brainerd. The property is currently zoned residential (4B(4) UNIMPROVED RESIDENTIAL LAND) and I am requesting a rezoning to General Commercial along with a CUP for an animal hospital. My intended use for the property is to build a vet clinic and relocate Brainerd Animal Hospital from its current location at 2720 Oak Street. The adjacent properties to the N and E are residential with the property to the W being commercial. Access to the parking lot would be on both 28th Street and Oak Street, but I believe the majority of the traffic would still travel on the main thoroughfare of Oak Street. Since the business already exists on Oak Street, I believe traffic patterns would be very minimally affected. There is a natural barrier on the east border of the property and the building is proposed to be placed on the southern lot so adjacent residential properties should be minimally affected. Brainerd Animal Hospital does not offer boarding services so there are only intermittent patients hospitalized overnight based on medical necessity. Brainerd Animal Hospital is not a Hazardous Waste Producing business and environmental impacts should be minimal. There are plans to have solar power incorporated into the design to help minimize our business' environmental footprint.



PROJECT ADDRESS:
N.E. CORNER OF OAK STREET
& 28TH STREET SOUTHEAST
BRainerd, MN 56401

PARKING SPACES	
STANDARD PARKING	= 22 SPACES
HANDICAPPED PARKING	= 2 SPACES
TOTAL PROVIDED SPACES	= 24 SPACES



SITE PLAN



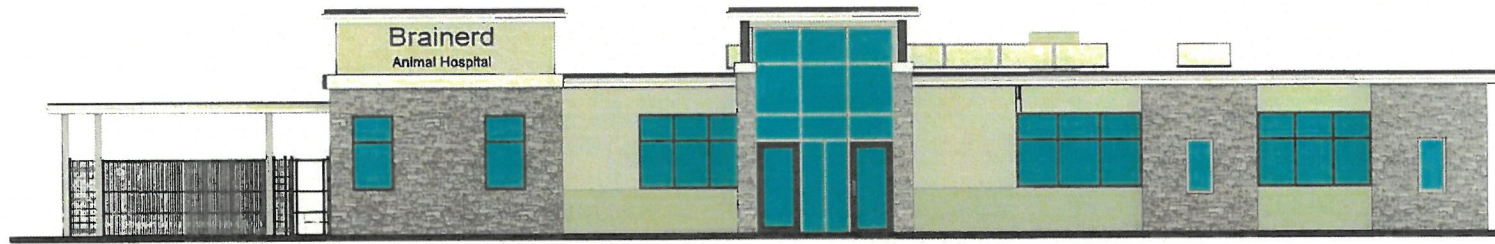
BRainerd ANIMAL HOSPITAL

ARCHITECT: RAUHAUS FREEDENFELD & ASSOCIATES © 2025

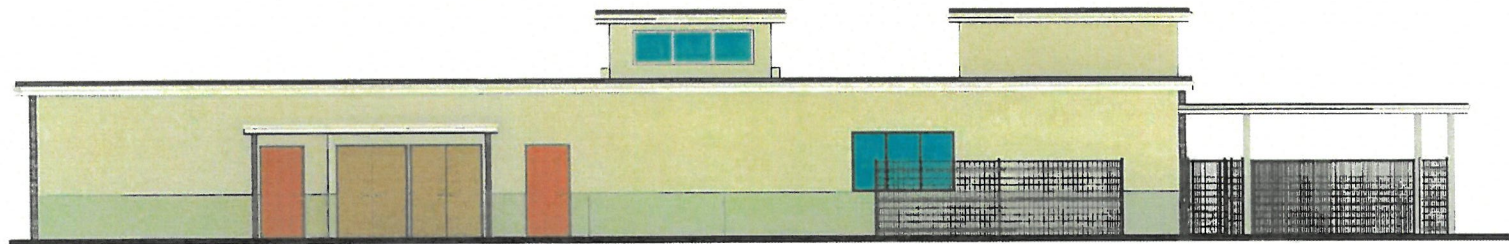
PROJECT #2516

BOSTON, MA & LAGUNA HILLS, CA

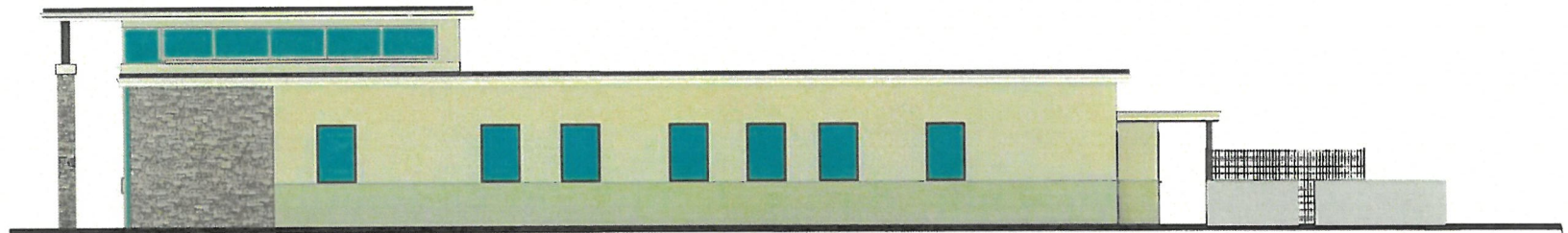
22 OCT 2025



SOUTH ELEVATION

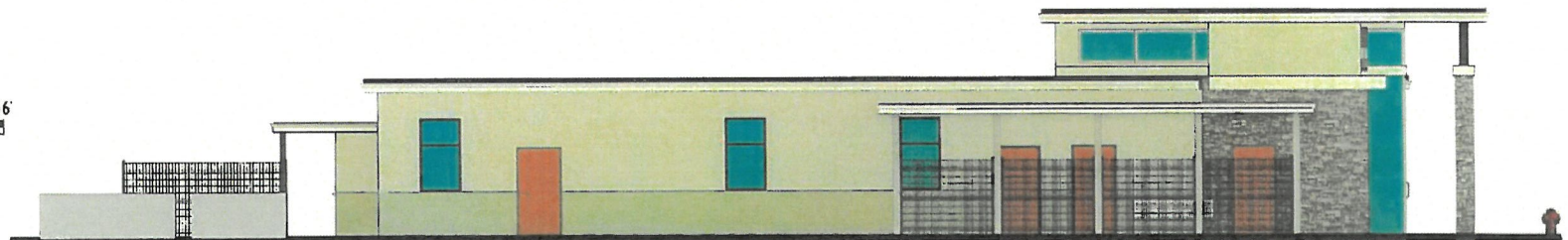
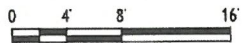


NORTH ELEVATION



EAST ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

BRAINERD ANIMAL HOSPITAL

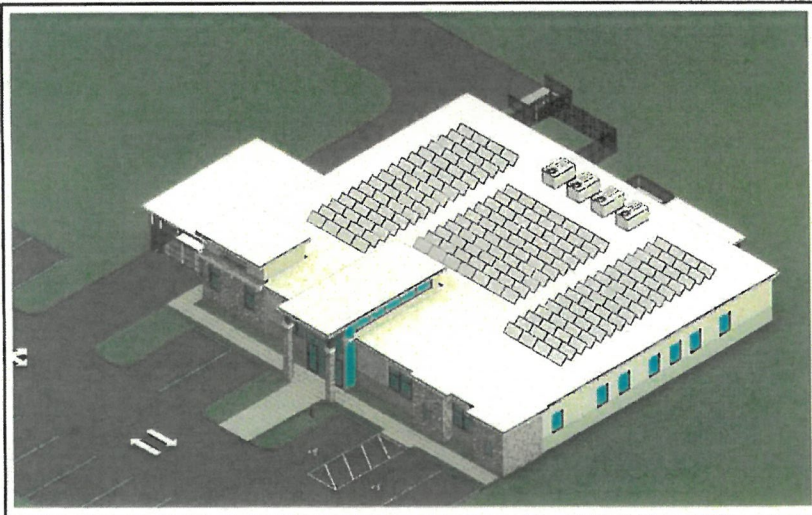


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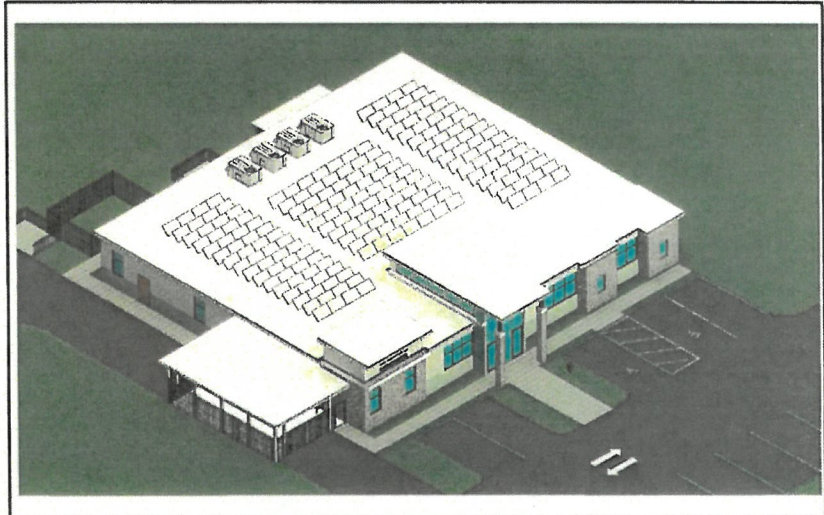
PROJECT #2516

BOSTON, MA & LAGUNA HILLS, CA

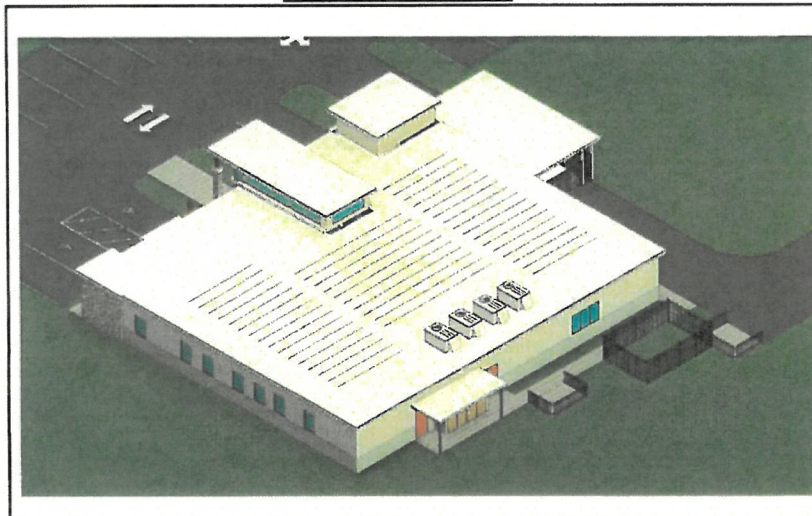
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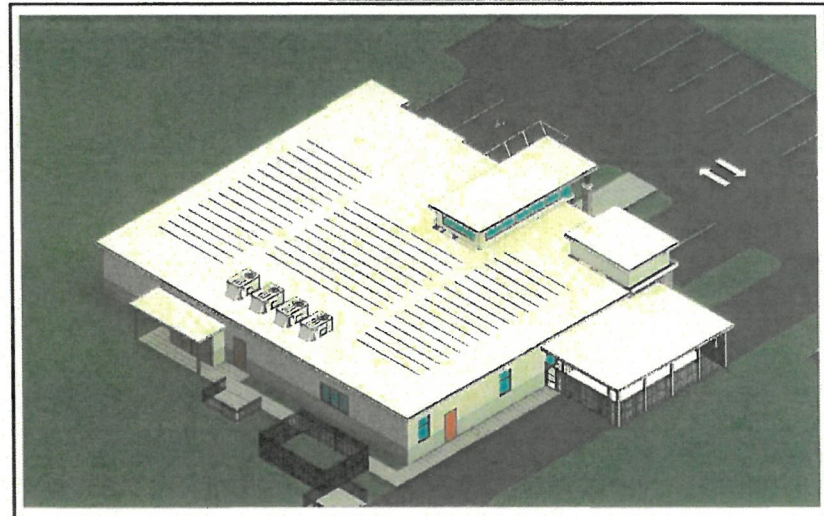
SOUTHEAST AXON VIEW



SOUTHWEST AXON VIEW



NORTHEAST AXON VIEW



NORTHWEST AXON VIEW



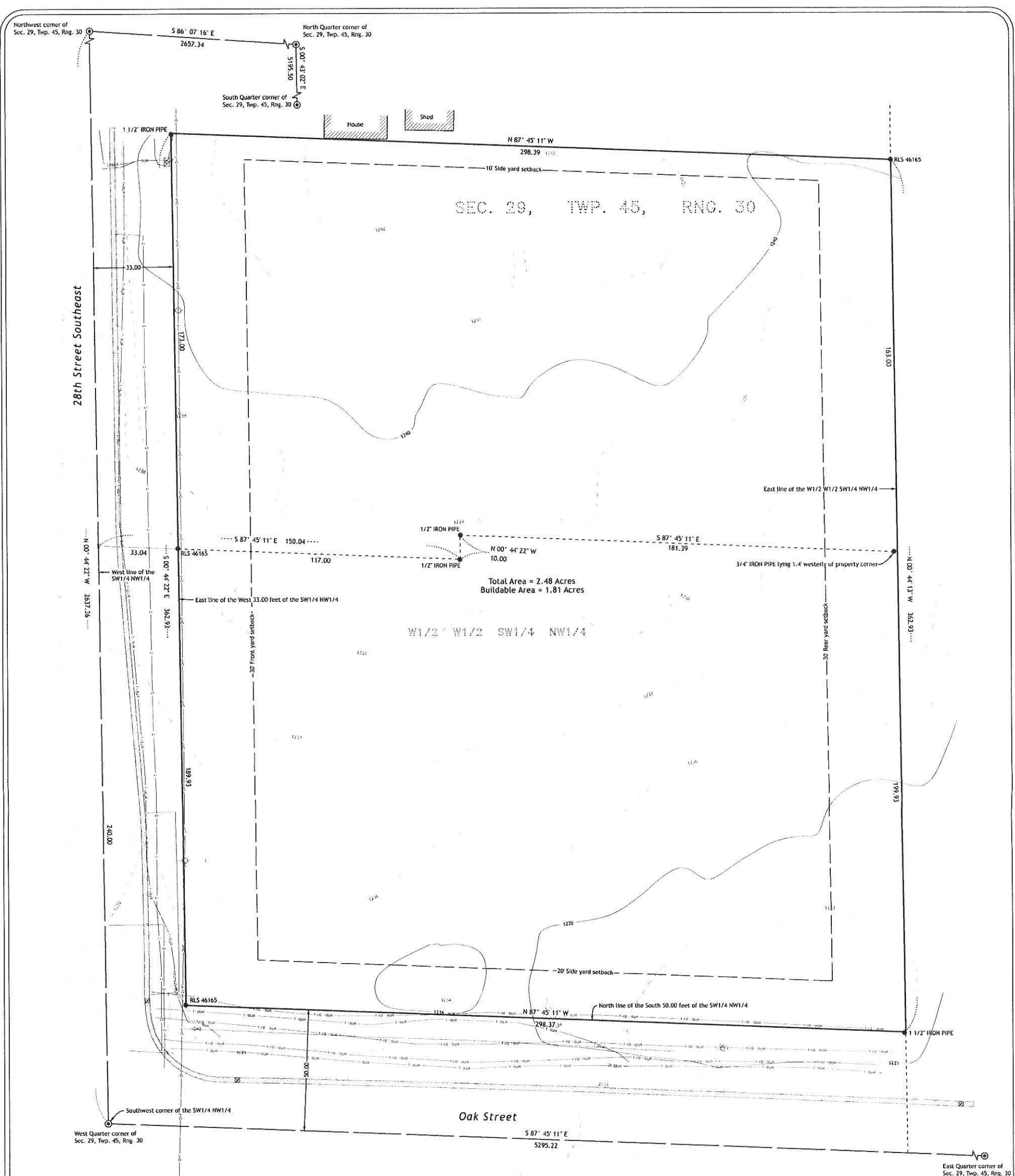
BRAINERD ANIMAL HOSPITAL

ARCHITECT: RAUHAUS FREEDENFELD & ASSOCIATES © 2025

PROJECT #2516

BOSTON, MA & LAGUNA HILLS, CA

27 SEPT 2025



Legal Description per Document Number A926563

That part of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section Twenty-nine (29), Township Forty-five (45), Range Thirty (30) lying South of a line described as follows: Commencing at the Southwest corner of said Southwest Quarter of the Northwest Quarter, thence North 00 degrees 30 minutes 23 seconds West, assumed bearing, along the west line of said Southwest Quarter of the Northwest Quarter a distance of 240.00 feet, the point of beginning of the line to be described, thence South 87 degrees 36 minutes 05 seconds East, parallel with the South line of said Southwest Quarter of the Northwest Quarter a distance of 33.04 feet to the East line of said Southwest Quarter of the Northwest Quarter a distance of 117.00 feet, thence North 00 degrees 30 minutes 23 seconds West a distance of 10.00 feet, thence South 87 degrees 36 minutes 05 seconds East a distance of 181.39 feet to the East line of the West Half of said Southwest Quarter of the Northwest Quarter and said line there ending, Excepting therefrom the West 33 feet of said SW1/4 NW1/4 and Excepting therefrom the South 30 feet of said SW1/4 NW1/4.

AND

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Twenty-nine (29), Township Forty-five (45), Range Thirty (30) described as follows:

Commencing at the Southwest corner of said Southwest Quarter of the Northwest Quarter, thence North 00 degrees 30 minutes 23 seconds West, assumed bearing, along the west line of said Southwest Quarter of the Northwest Quarter a distance of 240.00 feet, thence South 87 degrees 36 minutes 05 seconds East, parallel with the South line of said Southwest Quarter of the Northwest Quarter a distance of 33.04 feet to the East line of said Southwest Quarter of the Northwest Quarter a distance of 117.00 feet, thence North 00 degrees 30 minutes 23 seconds West a distance of 10.00 feet, thence South 87 degrees 36 minutes 05 seconds East a distance of 181.39 feet to the East line of the West Half of said Southwest Quarter of the Northwest Quarter and said line there ending, Excepting therefrom the West 33 feet of said SW1/4 NW1/4 and Excepting therefrom the South 30 feet of said SW1/4 NW1/4.

Surveyor's Notes

The property address for the subject property is:
Not Declared

The Parcel Number for the subject property is 41290503 & 41290653.

The current zoning classification for the subject property is Contemporary Neighborhood 2 (CN-2).

This survey was completed without the benefit of a current title commitment or title opinion. Kramer Leas DeLeo, P.C., makes no guarantee that all easements, encumbrances, or appurtenant rights related to the premises property are depicted on this survey.

All structure setbacks should be verified with the City of Brainerd prior to any construction.

UTILITIES

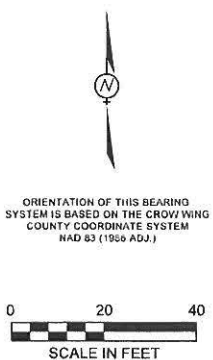
The utilities shown hereon represent those identified during the field surveys operations and the record drawings provided by the utility owner for this project. If any utilities were physically marked via a Global Positioning System (GPS) or other means, they are shown as such. Kramer Leas DeLeo, P.C., makes no warranty as to the locations, depths, or types of any utilities within the area shown hereon. Users of this map, survey, or plan are responsible for locating all utilities prior to any excavation, tunneling, drilling, or driving of objects into the ground.

PROPERTY BOUNDARY MONUMENT LEGEND

- SET IRON PIPE WITH CAP STAMPED "KRAMER 23668"
- FOUND IRON MONUMENT
- GOVERNMENT SECTION CORNER MONUMENT
- x COMPUTED POSITION

MAPPING LEGEND

- CULVERT APRON
- CATCH BASIN
- WATER VALVE
- UTILITY POLE
- UTILITY POLE ANCHOR
- UTILITY PEDESTAL
- BURIED ELECTRIC LINE
- BURIED TELEPHONE LINE
- BURIED FIBER OPTIC LINE
- BURIED GAS LINE
- OVERHEAD POWER LINE
- WATER LINE
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- CONCRETE
- BITUMINOUS



NO.	REVISIONS SINCE INITIAL DATE OF	DATE



KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRainerd ST. CLOUD

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *James Kramer* 09/03/2025
James Kramer, License No. 23668 Date

PROJECT NO. RKDRE2501

CERTIFICATE OF SURVEY
Topographic and Property Boundary Survey

RKD Real Estate LLC
Section 29, Township 45 North, Range 30 West
Crow Wing County, Minnesota

Sheet No. 1 of 1

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that RKD Real Estate, 4998 Mapleton Rd, Baxter MN 56425 has submitted a request for a Rezoning, a Future Land Use Map Amendment, and a Conditional Use Permit on parcel 41290683 at the corner of 28th Street and Oak Street to construct a veterinary clinic and relocate the Brainerd Animal Hospital from its current location at 2720 Oak Street.

The property is currently zoned CN-2 (Contemporary Neighborhood 2) which does not allow veterinary clinics to operate. The request is to rezone the parcel to GC (General Commercial) Zoning District, amend the Future Land Use Map to Commercial, and allow for a veterinary clinic by an approved Conditional Use Permit.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, November 19th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the rezoning, future land use amendment, and conditional use permit.

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

Dated this 4th day of November, 2025



James L. Kramvik
Community Development Director

Publication Date: November 8th, 2025

**RESOLUTION
NO. xx:25**

**RESOLUTION APPROVING COMPREHENSIVE PLAN/FUTURE LAND USE MAP
AMENDMENT**

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

WHEREAS, the City of Brainerd approved a Comprehensive Plan (the Plan) in 2021, and

WHEREAS, the Plan included a Future Land Use Map (the Map) to guide Brainerd's growth and development, and

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

WHEREAS, a parcel along Oak Street with 41290683 and is legally described as:

THAT PT OF THE W 1/2 OF THE W 1/2 OF THE SWNW LYING S OF A LINE DAF: COMM AT SW COR OF SD SWNW THEN N 00D 36'23" W ASSM BEAR ALG THE W LINE OF SD SWNW A DIST OF 240 FT THE POB OF THE LINE TO BE DESC THEN S 87D 36'05" E PARA/W THE S LIEN OF SD SWNW A DIST OF 33.04 FT TO THE E LINE OF 28TH ST SE THEN S 87D 36'05" E PARA/W THE S LINE OF SD SWNW A DIST OF 117 FT THEN N 00D 36'23" W A DIST OF 10 FT THEN S 87D 36'05" E A DIST OF 181.27 FT TO THE E LIEN OF THE W 1/2 OF THE W 1/2 OF SD SWNW & SD LINE THERE ENDING EX THEREFROM THE W 33 FT OF SD SWNW & EX THEREFROM THE S 50 FT OF SD SWNW.

(the Area) is identified as Medium-High Density in the Map, and

WHEREAS, the property owner requested an amendment to the Map for this Area to identify it as Commercial, and

WHEREAS, on November 19th, 2025, the Planning Commission conducted a Public Hearing to consider a Map amendment of the Area to Commercial and recommends to the City Council that the Map change should be approved based on the findings of fact.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council has received the Planning Commission recommendation, reviewed the information associated with the change, and approves the change for the reasons cited in the findings of fact.

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

**ORDINANCE
NO. 1600**

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

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code, on November 19th, 2025

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

SECTION ONE: The Zoning Map of the City of Brainerd is hereby amended by changing the zoning designation of the property below from a CN-2 (Contemporary Neighborhood 2) District to a GC (General Commercial) District:

NE CORNER OF OAK STREET AND SE 28TH ST

PIN 41290683

THAT PT OF THE W 1/2 OF THE W 1/2 OF THE SWNW LYING S OF A LINE DAF: COMM AT SW COR OF SD SWNW THEN N 00D 36'23" W ASSM BEAR ALG THE W LINE OF SD SWNW A DIST OF 240 FT THE POB OF THE LINE TO BE DESC THEN S 87D 36'05" E PARA/W THE S LIEN OF SD SWNW A DIST OF 33.04 FT TO THE E LINE OF 28TH ST SE THEN S 87D 36'05" E PARA/W THE S LINE OF SD SWNW A DIST OF 117 FT THEN N 00D 36'23" W A DIST OF 10 FT THEN S 87D 36'05" E A DIST OF 181.27 FT TO THE E LIEN OF THE W 1/2 OF THE W 1/2 OF SD SWNW & SD LINE THERE ENDING EX THEREFROM THE W 33 FT OF SD SWNW & EX THEREFROM THE S 50 FT OF SD SWNW.

SECTION TWO: 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 – _____



City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Review Voyageur Heights EAW and Hold Public Meeting

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE:

Prior to a final decision by City Council, the Council is required to complete an Environmental Assessment Worksheet (EAW) for the development, as there are over one-hundred and fifty (150) proposed units. The Environmental Assessment Worksheet (EAW) is a brief document designed to lay out the basic facts of a project necessary to determine if an environmental impact statement (EIS) is required for the proposed project. In addition to the legal purpose of the EAW in determining the need for an EIS, the EAW also provides permit information, informs the public about the project, and helps identify ways to protect the environment. The EAW is not meant to approve or deny a project but instead act as a source of information to guide other approvals and permitting decisions. Kuepers has hired Westswod to complete the EAW.

City Council is required to hold at least one public meeting prior to making a determination on the EAW. The public comment period ends at 4:30pm on December 1st.

The EAW can be found at the following link on the City's website:

<https://www.ci.brainerd.mn.us/DocumentCenter/View/7758/Voyageur-Heights-Apts-EAW>

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Westwood Engineering will not be present at this meeting. This agenda item is meant for City Council to thoroughly review the EAW document and direct staff to gather any additional information needed to make a final determination at the December 15th City Council meeting.

Staff have included comments from government agencies regarding the EAW and provided comments from MNDOT that were sent to staff for the Development Stage Plan PUD request.

Note: Kuepers is currently redesigning the storm water plan to move the infiltration ponds outside the Drinking Water Supply Management Area (DWSMA) which is a requirement of the City Code in order to infiltrate.

RECOMMENDED ACTION/MOTION:

Review the EAW and comments and direct staff to gather additional information if needed.

FINANCIAL IMPACT: N/A

**Minnesota Department of Natural Resources
Northeast Regional Headquarters
1201 East Highway 2, Grand Rapids, MN 55744**

November 20th, 2025

City of Brainerd
James Kramvik
501 Laurel Street
Brainerd MN 56401
jkramvik@ci.brainerd.mn.us

RE: Voyageur Heights Apartments Environmental Assessment Worksheet (EAW)

Dear James Kramvik,

The Minnesota Department of Natural Resources (MNDNR) has conducted a review of the **Voyageur Heights Apartments EAW**. We appreciate the opportunity to review this project and encourage project proposers to continue their coordination with MN DNR and other agencies to protect natural resources. Additional information on the natural resources in the project area, surrounding area, and how they pertain to the Environmental Assessment Worksheet (EAW) may help enhance those efforts; see applicable comments below.

MNDNR issued a Natural Heritage (NH) Review Letter (attached) for this project on October 16th, 2025. The resource concerns that were identified in the letter need to be addressed. Please explain how avoidance measures will be implemented for these items as it relates to the construction of this project. The platform for NH Reviews, Minnesota Conservation Explorer (MCE) assigns an identifying number to the project upon creation. In section 14b the MCE number listed is incorrect; reading 2024-00147 when it should be 2025-00656.

One additional item to note is that historic records of rare pollinator species have been documented in the project area. MNDNR recommends implementing native pollinator-friendly plants in landscape plantings wherever possible.

Thank you for the opportunity to review the **Voyageur Heights Apartments EAW**. Please contact me with any questions. I can be reached at (218) 328-8826 or via email at: jessica.parson@state.mn.us.

Sincerely,



Jessica Parson
NE Regional Environmental Assessment Ecologist, MN DNR

CC:
Lisa Joyal
Darrell Schindler
Greg Root
Clarissa Spicer



Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

October 16, 2025

Aidan Oldenburg
Westwood Professional Services

RE: Natural Heritage Review of the proposed **Brainerd-Kuepers Greenwood Apartments EAW**,
T44N R31W Section 2; Crow Wing County

Dear Aidan Oldenburg,

For all correspondence regarding the Natural Heritage Review of this project please include the project ID **MCE-2025-00656** in the email subject line.

As requested, the [Minnesota Natural Heritage Information System](#) has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

State-listed Species

- [Blanding's turtles](#) (*Emydoidea blandingii*), a state-listed threatened species, have been documented within the proposed project boundary. Blanding's turtles use upland areas up to and over a mile distant from wetlands, waterbodies, and watercourses. Uplands are used for nesting, basking, periods of dormancy, and traveling between wetlands. Factors believed to contribute to the decline of this species include collisions with vehicles, wetland drainage and degradation, and the development of upland habitat. Any added mortality can be detrimental to populations of Blanding's turtles, as these turtles have a low reproduction rate that depends upon a high survival rate to maintain population levels.

This project has the potential to impact this rare turtle through direct fatalities and habitat disturbance/destruction due to activities associated with the proposed project. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. **As such, please contact Review.NHIS@state.mn.us to confirm that the following measures will be implemented:**

- Avoid wetland and aquatic impacts during hibernation season, between September 15 and April 15, if the area is suitable for hibernation.
 - Habitat that is frozen solid (no liquid water) at the time of work is not suitable hibernation habitat. Blanding's regularly hibernate in habitats where ice closes over the water's surface and there is no access to open air.
- Limit erosion and sediment control to [wildlife friendly erosion control](#).

- Check bare ground within construction areas for turtles before the use of heavy equipment or any ground disturbance.
- Inspect trenches, holes, or depressions prior to starting work **each day** and immediately prior to filling. Upon project completion, holes and trenches must be filled.
- The [Blanding's turtle flyer](#) must be given to all contractors working in the area.
- Report any sightings using the [DNR Plant and Animal Observation Form](#).
- If turtles are in imminent danger, move them by hand out of harm's way; otherwise, they are to be left undisturbed. Directions on how to move turtles safely can be found at [Helping Turtles Across the Road](#).

If the above measures are not feasible, please contact Review.NHIS@state.mn.us as a project-specific avoidance plan will likely be needed to demonstrate avoidance.

Additional Blanding's turtle avoidance measures may include, but are not limited to, the following recommendations:

- Recommendations from List 1 and List 2 of the [Blanding's turtle fact sheet](#).
 - For additional road recommendations, reference "Curb Design and Small Animals" ([Chapter 1](#), P. 24) in [Best Practices Manual | Minnesota DNR](#).
 - Avoid hydro-mulch products that contain any materials with synthetic (plastic) fiber additives, as the fibers can re-suspend and flow into waterbodies.
 - Nesting occurs in open (grassy or brushy) sandy uplands. Blanding's turtles have been known to nest in residential areas, farm fields, and areas of exposed soil/sand/sediment (including soil stockpiles and gravel pads). To minimize impacts:
 - Avoid impacts to potential nesting habitat from June 1 through September 15, **or**
 - Exclude Blanding's turtles from potential nesting habitat from May 15 through July 15. To exclude turtles from potential nesting habitat: Install a barrier, buried 10 inches, around suitable nesting habitat.
 - See the [Blanding's turtle fact sheet](#) for more information regarding nesting.
 - Disturbed ground should be restored to pre-construction contours and re-vegetated with [native species suitable to the local habitat](#).
- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all of Minnesota's bats, including the federally endangered northern long-eared bat ([Myotis septentrionalis](#)), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, **the DNR recommends that tree removal be avoided from June 1 through August 15.**
 - Please visit the [DNR Rare Species Guide](#) for more information on the habitat use of state-listed species and recommended measures to avoid or minimize impacts.
 - Please report incidental sightings of state-listed species via the [DNR Plant and Animal Observation Form](#).

Federally Protected Species

- To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online [Information for Planning and Consultation \(IPaC\) tool](#).

Environmental Review and Permitting

- The Environmental Assessment Worksheet (EAW) should address whether the proposed project has the potential to adversely affect the above rare features and, if so, it should identify specific measures that will be taken to avoid or minimize disturbance. Sufficient information should be provided so the DNR can determine whether a permit to take will be needed for any of the above protected species.
- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available and is the most complete source of data on Minnesota's native plant communities, rare species, and other rare features. However, the NHIS is not an exhaustive inventory and does not contain the locations of all rare features in the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. **If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.** Resubmit by selecting *Clone Project as Draft* on the project page in MCE.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit [Natural Heritage Review](#) for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, please contact your [DNR Regional Environmental Assessment Ecologist](#).

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,

Molly Barrett

Digitally signed by Molly Barrett
Date: 2025.10.16 17:21:18 -05'00'

Natural Heritage Review Specialist

molly.barrett@state.mn.us

Cc: [Jessica Parson](#), Regional Environmental Assessment Ecologist, Northeast (Region 2)

Cc: [Sophia Musiak](#), Assistant Regional Environmental Assessment Ecologist, Northeast (Region 2)

November 19, 2025

James Kramvik
Community Development Director
City of Brainerd
jkramvik@ci.brainerd.mn.us

RE: EAW – Voyageur Heights Apartments
T44 R31 S2, Brainerd, Crow Wing County
SHPO Number: 2026-0047

Dear James Kramvik:

Thank you for providing this office with a copy of the Environmental Assessment Worksheet (EAW) for the above-referenced project.

Based on our review of the project information, we have determined that no significant archaeological sites will be affected by this project and that there are **no properties** listed in the National or State Registers of Historic Places, or within the Historic Sites Network, that will be affected by this project.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. If this project is considered for federal financial assistance, or requires a federal permit or license, then review and consultation with our office will need to be initiated by the lead federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

Please contact Kelly Gragg-Johnson, Environmental Review Specialist, at kelly.graggjohnson@state.mn.us if you have any questions regarding our review of this project.

Sincerely,



Amy Spong
Deputy State Historic Preservation Officer

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287

mn.gov/admin/shpo ■ mnshpo@state.mn.us

AN EQUAL OPPORTUNITY AND SERVICE PROVIDER

November 17, 2025

VIA EMAIL

James Kramvik
City of Brainerd
501 Laurel Street
Brainerd, Minnesota 56401
jkramvik@ci.brainerd.mn.us

RE: Voyageur Heights Apartments – Environmental Assessment Worksheet

Dear James Kramvik:

Thank you for the opportunity to review and comment on the Environmental Assessment Worksheet (EAW) for the Voyageur Heights Apartments (Project) located in Crow Wing County, Minnesota. The Project consists of 49-acres and includes five buildings with 38 units per building for a total of 190 multifamily housing units along with complementary interior and exterior amenity spaces, and park/open space areas with public amenities. The main entrance will be from Greenwood Street. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility and other interests, the MPCA staff has the following comments for your consideration.

Noise

- The Responsible Governmental Unit and any other land-use decision makers, should consider language in Minn. R. 7030.0030 that reads “[...] Any municipality having authority to regulate land use shall take all reasonable measures within its jurisdiction to prevent the establishment of land use activities listed in noise area classification (NAC) 1, 2, or 3 in any location where the standards established in part 7030.0040 will be violated immediately upon establishment of the land use.” The noise section of the EAW does not provide enough detail regarding current and anticipated sound levels in the Project area to determine whether an immediate violation of the state noise standards would occur if the Project were approved.
- The MPCA encourages Proposers to thoroughly evaluate potential noise impacts to new and existing locations with residential land use activities.
- The Proposer should provide more information describing how the noise standards in Minn. R. 030.0040 will be met especially at locations with residential land use activities.
- Please contact Lauren Dickerson by email at lauren.dickerson@state.mn.us for any further questions or concerns.

Wastewater

- In section 12.b.i. Wastewater, should provide an estimate of the design average daily wastewater flow that will be generated by the development and whether the existing sewer it will connect to has adequate capacity or if expansion will be needed.
- The design capacity of the Brainerd Wastewater Treatment facility is discussed, but the current actual flows and available capacity of the Wastewater Treatment plant should also be discussed.

We appreciate the opportunity to review this Project. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit actions by the MPCA. Ultimately, it is the responsibility of the Project Proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EAW, please contact me by email at chris.green@state.mn.us or by telephone at 507-476-4258.

Sincerely,

Chris Green

This document has been electronically signed.

Chris Green, Project Manager
Environmental Review Unit
Resource Management and Assistance Division

CG:rs

Attachment

cc: Dan Card, MPCA (w/attachment)
Melinda Neville, MPCA (w/attachment)
Christopher Lundeen, MPCA (w/attachment)
Nicole Peterson, MPCA (w/attachment)
Lauren Dickerson, MPCA (w/attachment)
Innocent Eyoh, MPCA (w/attachment)
Deepa deAlwis, MPCA (w/attachment)
David Sahli, MPCA (w/attachment)
Julie Henderson, MPCA (w/attachment)
Scott Niemela, MPCA (w/attachment)



Protecting, Maintaining and Improving the Health of All Minnesotans

October 31, 2025

James Kramvik
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear James Kramvik,

Thank you for providing the Minnesota Department of Health (MDH) with the opportunity to comment on the Environmental Assessment Worksheet for Voyageur Heights Apartments. The mission of MDH is to protect, maintain, and improve the health of all Minnesotans. The careful planning and development of projects such as this one supports this mission and is an important step in ensuring health in all policies.

MDH has the following comments for this document:

Section 12.a.ii incorrectly states that the project is not within a Drinking Water Supply Management Area (DWSMA). It is partially located within Brainerd's DWSMA, as mentioned in the prior paragraph about the Wellhead Protection Area (WHPA). Also, the project location is in the Surface Water Contribution Area (SWCA) portion of Brainerd's DWSMA. SWCAs are the surficial areas that drain to and provide recharge in the city's WHPA and therefore surface runoff should be managed appropriately to protect the city's drinking water.

Health starts where we live, learn, work, and play. To create and maintain healthy Minnesota communities, we must think in terms of health in all policies. Thank you again for the opportunity to provide comments on this Environmental Assessment Worksheet for Voyageur Heights Apartments. Feel free to contact Nick Budde at (651) 201-4596 or nicholas.budde@state.mn.us if you have any questions regarding this letter.

Sincerely,

Nick Budde

Nick Budde
Source Water Protection District Hydrologist

Environmental Health Division
Minnesota Department of Health
PO Box 64975
Saint Paul, MN 55164-0975
www.health.state.mn.us

Copied:

David Bell, MDH, Environmental Review Coordinator

John Woodside, MDH, Hydrologist Supervisor

Steve Robertson, MDH, Source Water Protection Manager

Jenilynn Marchand, MDH, Source Water Protection Planner Supervisor

September 12, 2025

Ms. Stephanie Bestul
City of Brainerd
Zoning Specialist, Permit Tech

RE: Proposed Project on MN 371 B

Dear Ms. Bestul:

Thank you for providing information to MnDOT District 3 regarding the proposed 190-unit multifamily housing development at PID#'s 41020691 and 41020682 in the City of Brainerd for our review and comment. This request was shared with MnDOT District 3's Development Review Committee (DRC) on Tuesday September 9 for review, discussion and comments. A summary of the discussion and comments is below:

As you know, MnDOT District 3 and the City of Brainerd recently improved the intersection of Greenwood Steet and MN 371B, by re-aligning an acute angel intersection as a right-angle intersection. Additional improvements at this intersection included resurfacing, and right and left turn lanes on MN 371 to accommodate turning movements in and out of Greenwood St.

After reviewing the PUD site plan, PUD Plat application, and rezoning application MnDOT District 3 has the following comments:

- We are interested in reviewing the results of the upcoming EAW when available
- We are interested in reviewing the results of the upcoming EIS when available
- We are interested in reviewing the results of a traffic study when available
- In order to manage access onto MN 371B, MnDOT would recommend the PUD access be located on Greenwood St. approximately 500 ft from the intersection of Greenwood St. and MN 371B as is generally shown in the site plan
- As you work with the developer and share the outcomes of the traffic study, perhaps a secondary access for this PUD could be considered to the north where it appears there is some sort of easement access onto Woodland Hills Lane SW near the proposed parking areas for the following reasons::
 - o Potentially minimize/reduce traffic impacts on Greenwood St. and 371B
 - o Provide a secondary access/outlet for emergency vehicles
 - o Provide a secondary access/outlet for performing maintenance
- Furthermore, as you work with the developer and share the outcomes of the traffic study, perhaps consideration could be given to requiring the internal PUD roads to be constructed in such a way as to accommodate potential future developments further to the South and West in order to continue to develop a local network that could support future development and manage access onto MN 371B in accordance with MnDOT spacing and access management guidelines.

Aside from the comments above, MnDOT District 3 has no additional comments at this time. If you have any further questions or comments, please call me at (218)828.5830.

Sincerely,

An equal opportunity employer

Tad Erickson
Principal Planner

Tad Erickson

Digitally signed by Tad Erickson
Date: 2025.09.12 15:49:28 -05'00'

ecc: MnDOT District 3 Development Review Committee File

MEMORANDUM

TO: Jessie Dehn, PE
City Engineer, City of Brainerd

FROM: Dianne Mathews, PE (Lic. MN)
Braden Gjerstad, EIT (MN)
Chelsea Hernandez, EIT (MN)

DATE: October 6, 2025

RE: Brainerd Sanitary Sewer Model
SEH No. BRDMN 186917 14.00

BACKGROUND

In August 2025, the City of Brainerd requested a capacity analysis for a portion of their existing sanitary sewer downstream of a proposed development within its sewershed, located south of the intersection of Crestview Lane and Woodland Hills Lane. Figure 1 (below) shows the section of the City's collection system. The modeled area is shown in green.

SEH utilized PCSWMM software to create a hydraulic model of a portion of the city's sanitary sewer system. The model helped assess whether the pipes downstream of the proposed development are large enough to convey the increased flow. The analysis included both current flows and projected flows from an additional 190 new housing units.

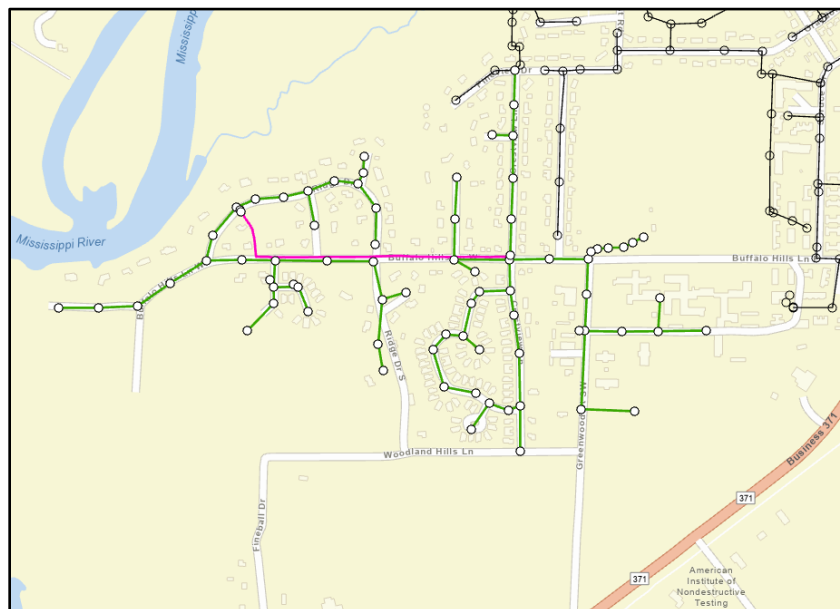


Figure 1. Brainerd Sanitary Sewer System – modeled area shown in green

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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MODEL CREATION AND FLOW ESTIMATES

The model was created using PCSWMM software and GIS data provided by the City. Wastewater flows were estimated for the modeled area by using actual pump station data, actual building sewer use data and by using estimated flows based on the Metropolitan Council's (MCES) Sewer Availability Charge (SAC) Procedure Manual. This manual is widely used to estimate average flows based on type of use. For example:

- one SAC is equivalent to 274 gallons/day (gpd)
- one residential dwelling is equal to one SAC
- commercial and industrial use is based on square feet / CAF
 - a medical office building is 1 SAC / 2,150 square feet
 - a 130,000 SF medical building is equivalent to 60.5 SACs or 16,567 gpd average flow

The project area was divided into East and West sections. A forcemain connects these sections, delivering flow from the West to the East.

For both the East and West Sections, SAC estimates were used to establish average flows based on the types of properties in each area. Flow estimates were assigned to the downstream manholes. In the West Section, the availability of lift station flow data from the City allowed for more accurate flow projections. By applying a multiplier to the baseline SAC values, the total estimated flow was adjusted to better reflect actual conditions. Using pump calibration data, the average wet weather flow for the West Section was calculated to be 0.46 MGD, which is lower than the initial estimates derived solely from SAC values

Due to the absence of comparable data for the East Section, the conservatively estimated values from the SAC Manual were applied without an added multiplier for dry weather flow. However, an additional multiplier of 4 was incorporated for wet weather flow.

MODEL RESULTS

Initial dry weather flow for the existing conditions showed no flooding or surcharging, with a maximum pipe capacity of 0.51. The acceptable threshold is typically 0.8, representing 80% of the vertical pipe depth being filled. When wet weather flows were applied, minor downstream surcharging occurred where pipes transition in size, but no flooding was observed. This is shown in Figure 2. The maximum surcharge capacity for existing wet weather conditions reached 0.64. This surcharging does not indicate capacity issues.

When the flows were added for the new development (190 additional dwellings), the dry weather surcharge increased slightly to 0.55, and the wet weather surcharge increased to 0.78. With proposed wet weather flows the downstream surcharge maximum capacity of 78% is still below the recommended 80% pipe capacity level recommended for upsizing. This is summarized in Table 1. Figures 3 and 4 illustrate the wet weather maximum surcharge capacity plan and profile views.

Table 1: Maximum Surcharge for Existing and Future Development Flow

	Existing Flow	Future Development
Dry Weather Maximum Surcharge (% vertical capacity)	0.51	0.55
Wet Weather Maximum Surcharge (% vertical capacity)	0.64	0.78

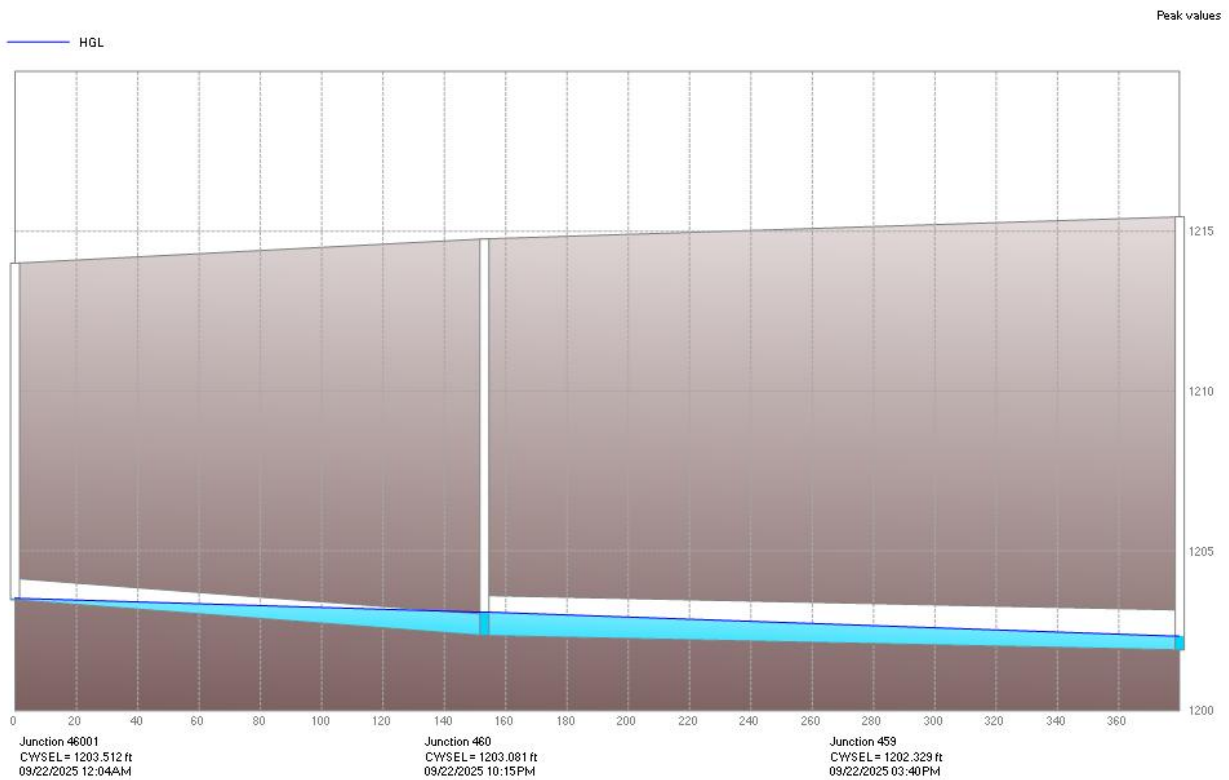


Figure 2. Downstream Surcharging into Larger Pipe

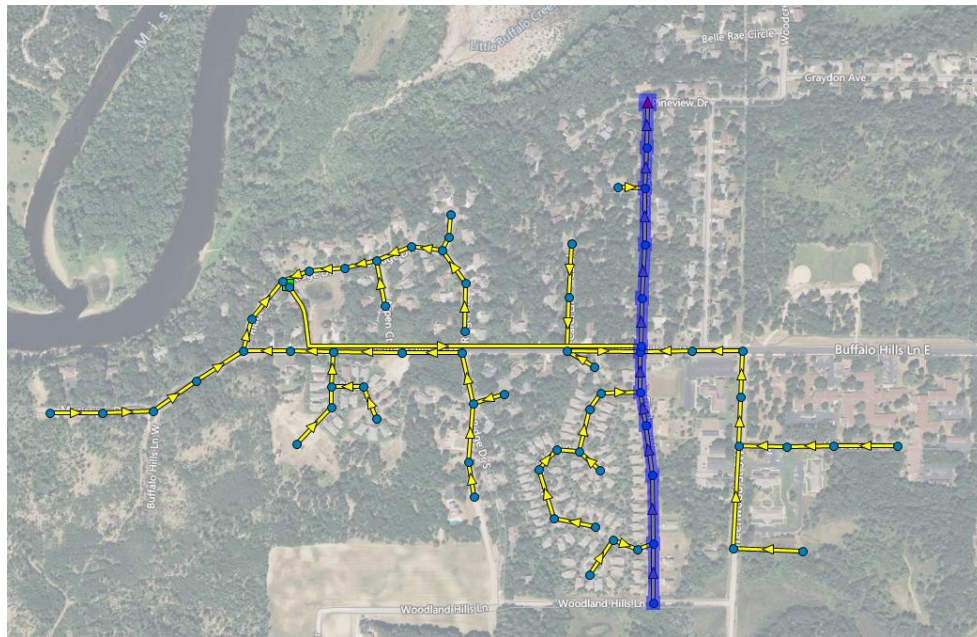


Figure 3. Proposed Wet Weather Model Results Plan View

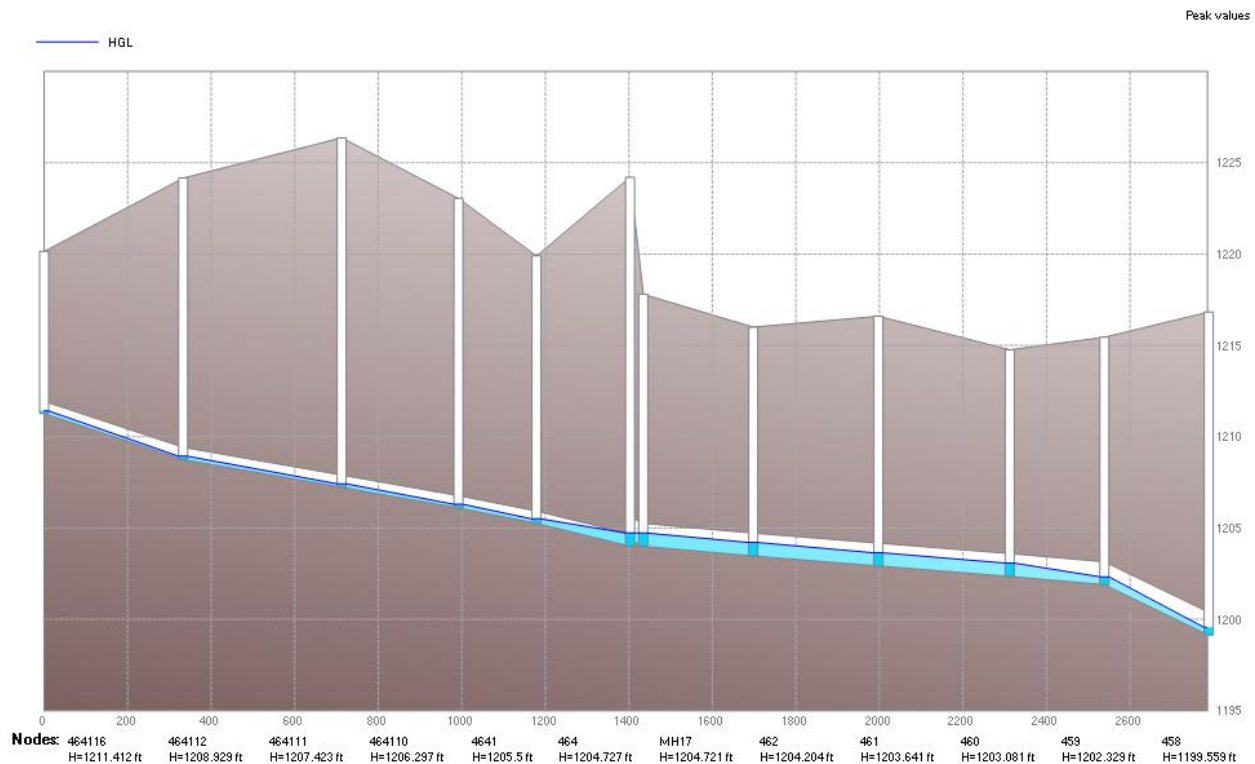


Figure 4. Proposed Wet Weather Model Results Profile View

This analysis assumes there is no surcharge at the downstream manhole, MH458, resulting from flow from other areas in the sewershed. It assumes the discharge point at MH458 is free flowing during existing dry and wet weather conditions. It is recommended the southern Brainerd sewershed be modeled in order to provide a full picture of the city's wastewater infrastructure.

CONCLUSION

Analysis of the model indicates that the current sewer system can accommodate the flow from the planned development. The model indicates the pipe will operate near its recommended capacity limit during wet weather conditions.

dmk

\\sehinc.com\panzura\pzprojects\ae\b\brdmn\186917\5-final-dsgn\53-dsgn-info\memo\brainerd sewer model memo final 10.6.25.docx

From: [James Kramvik](#)
Cc: [Toni Gage](#); [Nick Broyles](#); [Net User](#); [Shawn Strong](#)
Subject: EAW Review
Date: Monday, December 1, 2025 4:26:57 PM
Attachments: [Voyageur Heights Apartments - City Rendering Submittal.pdf](#)
[image001.png](#)

Hi All,

I have attached the latest 3-D rendering for the Keupers development that will be up on the screen tonight during the review of the EAW. The two buildings to the south were combined to one larger unit to accommodate the changes to the stormwater plan. The Planning Commission will be reviewing this change at the January planning commission meeting. This attachment is only for reference of the proposed development for tonight's meeting. The document to review is the EAW, and the agenda item is for any questions that the City Council may have regarding the EAW. I may not be able to answer technical questions about the EAW tonight, but we will forward any questions to Westwood that may need more information prior to City Council making a final determination at the December 15th meeting.

Regards,

James Kramvik



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





RENDERINGS ARE FOR CONCEPTUAL USE ONLY





City Council Agenda Request

MEETING DATE: December 1, 2025

TITLE OF ITEM: Approval to Seek Grant to Extend Height of Fence Line at Memorial Softball Fields

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE:

Staff is requesting approval to pursue a grant opportunity to fund improvements at the Memorial Park softball fields. The proposed project includes:

- Extending the height of the fence to the sidelines and backstops to provide additional protection for spectators.
- Install a new fence (home run balls) near the pickleball courts to improve safety, and reduce interference with adjacent amenities.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Park Board has approved this grant request.

RECOMMENDED ACTION/MOTION: Staff recommends approval of this grant proposal to provide improvements at the Memorial Park softball fields.

FINANCIAL IMPACT:

From: [Connie Hillman](#)
To: [Nick Broyles](#); [Toni Gage](#)
Cc: [James Kramvik](#); [John Davis](#); [Kris Schubert](#); [Mike Habighorst](#); [Shawn Strong](#); [Tim Holmes](#)
Subject: 2026 Budget Detail
Date: Tuesday, November 18, 2025 11:45:22 AM
Attachments: [Overview - 11.11.2025.xlsx](#)
[image001.png](#)
[Capital 11.11.2025.xlsx](#)
[LT Capital Plan Summary 11.11.25.xlsx](#)

Mayor & Council-

There are 3 attached per direction last night:

- Overview – 11.11.2025. There are two tabs – one for revenue and one for expenditures
- Capital 11.11.2025
- LT Capital Summary 11.11.25

Please let me know if you need anything else or have any questions.

Connie



Connie Hillman, CPA | Finance Director/Deputy City Clerk
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-828-2307 | chillman@ci.brainerd.mn.us

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WORKING FUND REVENUES 2026 - AS OF 11/11/25/25

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General					Public Safety				
	2024 Actual	2025 Adopted Budget	2026 Proposed	Difference 2026 vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed	Difference 2026 vs 2025	2024 Actual
Taxes & Penalties									
31010 Current Ad Volorem	4,052,329	4,274,098	-	(4,274,098)	45,111	46,000	-	(46,000)	34,309
31020 Delinquent Current Ad Volore	50,788	-	-	-	672	-	-	-	511
31050 Tax Increment/Other Taxes	30,227	38,500	30,500	(8,000)	-	-	-	-	-
31410 Lodging Tax	38,346	32,000	32,000	-	-	-	-	-	-
31810 Franchise Tax	104,487	116,000	105,000	(11,000)	-	-	-	-	-
31910 Taxes Penaties & Int	14,263	12,000	12,000	-	-	-	-	-	-
	4,290,440	4,472,598	179,500	(4,293,098)	45,783	46,000	-	(46,000)	34,820
Licenses & Permits									
32110 Liquor/Wine	53,720	53,720	58,700	4,980	-	-	-	-	-
32115 Beer License	1,520	1,520	1,520	-	-	-	-	-	-
32180 Cigarette License	1,875	1,425	1,600	175	-	-	-	-	-
32182 Used Car Dealer License	350	500	450	(50)	-	-	-	-	-
32184 Taxi and Other License	3,093	2,300	2,300	-	-	-	-	-	-
32186 Contractor License	9,950	10,500	6,000	(4,500)	-	-	-	-	-
32188 Gasoline License	900	1,000	900	(100)	-	-	-	-	-
32190 Garbage License	1,975	1,900	1,900	-	-	-	-	-	-
33210 Engineering Fees	5,858	7,000	7,000	-	-	-	-	-	-
32210 Building Permits	156,171	246,000	300,000	54,000	-	-	-	-	-
32240 Plumbing Permits	2,089	25,000	25,000	-	-	-	-	-	-
32230 Mechanical Permits	19,904	25,000	25,000	-	-	-	-	-	-
32220 Zoning & Subdivision Fees	10,406	8,000	10,000	2,000	-	-	-	-	-
32270 Rental Housing License	120,195	120,000	121,000	1,000	-	-	-	-	-
	388,006	503,865	561,370	57,505	-	-	-	-	-
Grants and Aids									
33100 Federal Grants	-	-	-	-	14,650	8,000	82,200	74,200	-
33101 One time Public Safety Aid	-	-	-	-	-	-	-	-	-
33401 LGA	5,238,862	5,244,892	5,255,866	10,974	-	-	-	-	-
33404 PERA State Aid	-	-	-	-	-	-	-	-	-
33416 Police Training Aid	-	-	-	-	27,368	27,000	25,000	(2,000)	-
33403 Market Value Credit	88	-	-	-	-	-	-	-	-
33420 Fire State Aid	-	-	-	-	309,214	309,200	356,000	46,800	-
33421 Police State Aid	-	-	-	-	317,398	317,300	362,600	45,300	-
33426 St Grants - Fire	-	-	-	-	21,625	18,130	18,000	(130)	-
	5,238,950	5,244,892	5,255,866	10,974	690,255	679,630	843,800	164,170	-
Revenue from Other Gov'ts									
33600 School/HRA/Prosecutor/Airp	146,656	59,829	100,369	40,540	178,976	200,010	224,724	24,714	-
33630 Sourcewell Intern Funding/C	33,468	40,200	32,160	(8,040)	74,330	20,000	-	(20,000)	-
	180,124	100,029	132,529	32,500	253,306	220,010	224,724	4,714	-
Charges for Services									
34100 Administrative Fees	18,000	18,000	18,000	-	-	-	-	-	-
34101 Rental Income	10,800	10,800	10,800	-	-	-	-	-	-
34102 E911 Addressing Fee	75	-	-	-	-	-	-	-	-
34105 Nuisance/Adm Fines	4,560	6,000	2,000	(4,000)	-	-	-	-	-
34109 Election Filing Fees	35	-	-	-	-	-	-	-	-
34200 Animal Impound Fee	-	-	-	-	2,600	2,500	2,500	-	-
34201 Animal Boarding	-	-	-	-	3,067	3,800	4,000	200	-
34202 Fire Service District	-	-	-	-	773,740	791,160	820,492	29,331	-
34204 Fire Inspection Fees	-	-	-	-	10,146	9,750	15,000	5,250	-
34205 Fire Fees	-	-	-	-	1,673	2,500	2,500	-	-
34206 Animal License	-	-	-	-	2,690	3,200	3,200	-	-
34207 Airport Security	-	-	-	-	-	-	-	-	-
Park Programs	-	-	-	-	-	-	-	-	125,153
	33,470	34,800	30,800	(4,000)	793,915	812,910	847,692	34,781	125,153
Fines & Forfeitures									
35101 Court Fines	-	-	-	-	85,102	83,000	80,000	(3,000)	-
35102 Parking Fines	-	-	-	-	25,117	32,000	29,500	(2,500)	-
35103 DWI Assessment Penalty	-	-	-	-	6,521	11,000	11,000	-	-
	-	-	-	-	116,740	126,000	120,500	(5,500)	-
Other Revenue									
36101 Spec Asst	48,305	40,000	41,000	1,000	-	-	-	-	-
36210 Interest Income & Market Ac	294,278	50,000	85,000	35,000	-	-	-	-	-
36220 Transfers fr BPU	319,472	780,000	843,900	63,900	76,128	-	-	-	88,577
36230 Contribution & Don	-	-	-	-	14,435	-	-	-	10,531
36299 Misc. Revenue	5,696	6,000	6,000	-	7,134	10,600	11,000	400	750
36300 Permit Tax Rev	307	400	400	-	-	-	-	-	-
39101 Sales of Assets	49,000	5,000	-	(5,000)	22,777	28,000	10,000	(18,000)	-
	717,058	881,400	976,300	94,900	120,474	38,600	21,000	(17,600)	99,857
Transfers In									
39200 Transfer In/Bond Proceeds	1,936	28,000	50,000	22,000	5,036,000	-	-	-	939,200
	1,936	28,000	50,000	22,000	5,036,000	-	-	-	939,200
TOTAL	10,849,984	11,265,584	7,186,365	(4,079,219)	7,056,472	1,923,150	2,057,716	134,565	1,199,031
EXPENDITURES									
REVENUES OVER/(UNDER) EXPENDITURES									

WORKING FUND REVENUES 2026 - AS OF 11/11/25/25

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	Parks			Street & Sewer				TOTAL WORKING FUND	
	2025 Adopted Budget	2026 Proposed	Difference 2026 vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed	Difference 2026 vs 2025	2024 Actual	2025 Adopted Budget
Taxes & Penalties									
31010 Current Ad Volorem	35,000	-	(35,000)	39,205	40,000	-	(40,000)	4,170,955	4,395,098
31020 Delinquent Current Ad Volore	-	-	-	584	-	-	-	52,555	-
31050 Tax Increment/Other Taxes	-	-	-	-	-	-	-	30,227	38,500
31410 Lodging Tax	-	-	-	-	-	-	-	38,346	32,000
31810 Franchise Tax	-	-	-	-	-	-	-	104,487	116,000
31910 Taxes Penaties & Int	-	-	-	-	-	-	-	14,263	12,000
	35,000	-	(35,000)	39,789	40,000	-	(40,000)	4,410,833	4,593,598
Licenses & Permits									
32110 Liquor/Wine	-	-	-	-	-	-	-	53,720	53,720
32115 Beer License	-	-	-	-	-	-	-	1,520	1,520
32180 Cigarette License	-	-	-	-	-	-	-	1,875	1,425
32182 Used Car Dealer License	-	-	-	-	-	-	-	350	500
32184 Taxi and Other License	-	-	-	-	-	-	-	3,093	2,300
32186 Contractor License	-	-	-	-	-	-	-	9,950	10,500
32188 Gasoline License	-	-	-	-	-	-	-	900	1,000
32190 Garbage License	-	-	-	-	-	-	-	1,975	1,900
33210 Engineering Fees	-	-	-	-	-	-	-	5,858	7,000
32210 Building Permits	-	-	-	-	-	-	-	156,171	246,000
32240 Plumbing Permits	-	-	-	-	-	-	-	2,089	25,000
32230 Mechanical Permits	-	-	-	-	-	-	-	19,904	25,000
32220 Zoning & Subdivision Fees	-	-	-	-	-	-	-	10,406	8,000
32270 Rental Housing License	-	-	-	-	-	-	-	120,195	120,000
	-	-	-	-	-	-	-	388,006	503,865
Grants and Aids									
33100 Federal Grants	-	-	-	-	-	-	-	14,650	8,000
33101 One time Public Safety Aid	-	-	-	-	-	-	-	-	-
33401 LGA	-	-	-	-	-	-	-	5,238,862	5,244,892
33404 PERA State Aid	-	-	-	-	-	-	-	-	-
33416 Police Training Aid	-	-	-	-	-	-	-	27,368	27,000
33403 Market Value Credit	-	-	-	-	-	-	-	88	-
33420 Fire State Aid	-	-	-	-	-	-	-	309,214	309,200
33421 Police State Aid	-	-	-	-	-	-	-	317,398	317,300
33426 St Grants - Fire	-	-	-	-	-	-	-	21,625	18,130
	-	-	-	-	-	-	-	5,929,204	5,924,522
Revenue from Other Gov'ts									
33600 School/HRA/Prosecutor/Airp	-	-	-	-	-	-	-	325,633	259,839
33630 Sourcewell Intern Funding/C	-	-	-	-	-	-	-	107,797	60,200
	-	-	-	-	-	-	-	433,430	320,039
Charges for Services									
34100 Administrative Fees	-	-	-	-	-	-	-	18,000	18,000
34101 Rental Income	-	-	-	-	-	-	-	10,800	10,800
34102 E911 Addressing Fee	-	-	-	-	-	-	-	75	-
34105 Nuisance/Adm Fines	-	-	-	-	-	-	-	4,560	6,000
34109 Election Filing Fees	-	-	-	-	-	-	-	35	-
34200 Animal Impound Fee	-	-	-	-	-	-	-	2,600	2,500
34201 Animal Boarding	-	-	-	-	-	-	-	3,067	3,800
34202 Fire Service District	-	-	-	-	-	-	-	773,740	791,160
34204 Fire Inspection Fees	-	-	-	-	-	-	-	10,146	9,750
34205 Fire Fees	-	-	-	-	-	-	-	1,673	2,500
34206 Animal License	-	-	-	-	-	-	-	2,690	3,200
34207 Airport Security	-	-	-	-	-	-	-	-	-
Park Programs	179,750	150,750	(29,000)	-	-	-	-	125,153	179,750
	179,750	150,750	(29,000)	-	-	-	-	952,538	1,027,460
Fines & Forfeitures									
35101 Court Fines	-	-	-	-	-	-	-	85,102	83,000
35102 Parking Fines	-	-	-	-	-	-	-	25,117	32,000
35103 DWI Assessment Penalty	-	-	-	-	-	-	-	6,521	11,000
	-	-	-	-	-	-	-	116,740	126,000
Other Revenue									
36101 Spec Asst	-	-	-	26,819	30,000	30,000	-	75,123	70,000
36210 Interest Income & Market Ac	-	-	-	-	-	-	-	294,278	50,000
36220 Transfers fr BPU	-	-	-	280,973	-	-	-	765,150	780,000
36230 Contribution & Don	-	-	-	-	-	-	-	24,966	-
36299 Misc. Revenue	2,000	2,500	500	-	-	-	-	13,579	18,600
36300 Permit Tax Rev	-	-	-	-	-	-	-	307	400
39101 Sales of Assets	9,000	-	(9,000)	19,209	-	18,500	18,500	90,985	42,000
	11,000	2,500	(8,500)	327,000	30,000	48,500	18,500	1,264,389	961,000
Transfers In									
39200 Transfer In/Bond Proceeds	-	-	-	982,084	159,000	129,000	(30,000)	6,959,220	187,000
	-	-	-	982,084	159,000	129,000	(30,000)	6,959,220	187,000
TOTAL	225,750	153,250	(72,500)	1,348,873	229,000	177,500	(51,500)	20,454,360	13,643,484
EXPENDITURES								20,041,348	13,739,461
REVENUES OVER/(UNDER) EXPEN								413,012	(95,976)

WORKING FUND REVENUES 2026 - AS OF 11/11/25/25

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WORKING FUNDS		
	2026 Proposed	Difference 2026 vs 2025
Taxes & Penalties		
31010 Current Ad Volorem	-	(4,395,098)
31020 Delinquent Current Ad Volore	-	-
31050 Tax Increment/Other Taxes	30,500	(8,000)
31410 Lodging Tax	32,000	-
31810 Franchise Tax	105,000	(11,000)
31910 Taxes Penaties & Int	12,000	-
	179,500	(4,414,098)
Licenses & Permits		
32110 Liquor/Wine	58,700	4,980
32115 Beer License	1,520	-
32180 Cigarette License	1,600	175
32182 Used Car Dealer License	450	(50)
32184 Taxi and Other License	2,300	-
32186 Contractor License	6,000	(4,500)
32188 Gasoline License	900	(100)
32190 Garbage License	1,900	-
33210 Engineering Fees	7,000	-
32210 Building Permits	300,000	54,000
32240 Plumbing Permits	25,000	-
32230 Mechanical Permits	25,000	-
32220 Zoning & Subdivision Fees	10,000	2,000
32270 Rental Housing License	121,000	1,000
	561,370	57,505
Grants and Aids		
33100 Federal Grants	82,200	74,200
33101 One time Public Safety Aid	-	-
33401 LGA	5,255,866	10,974
33404 PERA State Aid	-	-
33416 Police Training Aid	25,000	(2,000)
33403 Market Value Credit	-	-
33420 Fire State Aid	356,000	46,800
33421 Police State Aid	362,600	45,300
33426 St Grants - Fire	18,000	(130)
	6,099,666	175,144
Revenue from Other Gov'ts		
33600 School/HRA/Prosecutor/Airp	325,093	65,254
33630 Sourcewell Intern Funding/C	32,160	(28,040)
	357,253	37,214
Charges for Services		
34100 Administrative Fees	18,000	-
34101 Rental Income	10,800	-
34102 E911 Addressing Fee	-	-
34105 Nuisance/Adm Fines	2,000	(4,000)
34109 Election Filing Fees	-	-
34200 Animal Impound Fee	2,500	-
34201 Animal Boarding	4,000	200
34202 Fire Service District	820,492	29,331
34204 Fire Inspection Fees	15,000	5,250
34205 Fire Fees	2,500	-
34206 Animal License	3,200	-
34207 Airport Security	-	-
Park Programs	150,750	(29,000)
	1,029,242	1,781
Fines & Forfeitures		
35101 Court Fines	80,000	(3,000)
35102 Parking Fines	29,500	(2,500)
35103 DWI Assessment Penalty	11,000	-
	120,500	(5,500)
Other Revenue		
36101 Spec Asst	71,000	1,000
36210 Interest Income & Market Ac	85,000	35,000
36220 Transfers fr BPU	843,900	63,900
36230 Contribution & Don	-	-
36299 Misc. Revenue	19,500	900
36300 Permit Tax Rev	400	-
39101 Sales of Assets	28,500	(13,500)
	1,048,300	87,300
Transfers In		
39200 Transfer In/Bond Proceeds	179,000	(8,000)
	179,000	(8,000)
TOTAL	9,574,831	(4,068,654)
EXPENDITURES	14,741,803	
REVENUES OVER/(UNDER) EXPEN	(5,166,973)	

WORKING FUND EXPENDITURES 2026 - AS OF 11/11/25

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	Mayor & Council				Administration/Elections				2024 Actual
	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	
Personnel Services									
-1101 Salary	55,800	55,800	55,800	-	613,916	685,401	712,785	27,384	83,701
-1102 OT	-	-	-	-	275	500	1,000	500	-
-1104 Temporary	-	-	-	-	50,551	14,534	35,000	20,466	-
-1112 Severance	-	-	-	-	-	-	-	-	-
-1113 Uniform Allow	-	-	-	-	-	-	-	-	-
-1121 PERA	2,138	2,130	2,130	-	46,710	52,902	53,931	1,029	6,229
-1122 FICA	897	818	818	0	37,210	43,732	44,583	851	4,829
-1123 Medicare	871	809	809	0	8,702	10,228	10,427	199	1,130
-1125 PFML Premium	-	-	220	220	-	-	2,979	2,979	-
-1130 CAFÉ/Sick	-	-	-	-	9,656	10,752	11,368	616	-
-1131 Health Ins	103,341	110,594	113,688	3,094	103,832	107,876	137,217	29,341	19,780
-1133 Life Ins	643	643	643	-	617	727	732	5	88
-1134 LTD	-	-	-	-	817	1,050	962	(88)	114
-1140 Unemployment	-	-	-	-	-	-	-	-	-
-1150 Workers Comp	57	49	45	(4)	3,838	2,304	2,420	116	582
-1190 Paid for by BPU	-	-	-	-	-	(106,656)	(111,854)	(5,198)	-
	163,746	170,843	174,154	3,311	876,124	823,351	901,551	78,200	116,453
Supplies									
-2200 Office Supplies	-	-	-	-	-	-	-	-	-
-2209 Safety Equip	-	-	-	-	-	-	-	-	-
-2210 Operating Supplies	-	-	-	-	1,040	1,000	1,000	-	-
-2212 Motor Fuels	-	-	-	-	-	-	-	-	66
-2220 R&M Supplies	-	-	-	-	-	-	-	-	268
-2221 Squad car Repair Supplies	-	-	-	-	-	-	-	-	-
-2240 Small Tools	-	-	-	-	-	-	-	-	-
-2250 Personal Protective Gear	-	-	-	-	-	-	-	-	-
	-	-	-	-	1,040	1,000	1,000	-	334
Services									
-3300 Professional Serv	-	-	-	-	1,845	-	-	-	2,597
-3301 City Attorney	-	-	-	-	-	-	-	-	-
-3302 Dwtñ Snow Remo	-	-	-	-	-	-	-	-	-
-3305 Crime Prev Pro	-	-	-	-	-	-	-	-	-
-3309 Computer Support	-	-	-	-	14,167	16,932	18,623	1,691	6,213
-3310 Mis Pros	-	-	-	-	-	-	-	-	-
-3321 Telephone	-	-	-	-	1,793	1,800	1,800	-	3,308
-3322 Postage	-	-	-	-	2,049	1,800	1,800	-	240
-3330 Professional Dev	-	3,000	3,000	-	8,747	9,000	9,009	9	6,792
-3331 Lease Payments	-	-	-	-	-	-	-	-	21,186
-3340 Lodging Tax Remit/PR	-	-	-	-	-	-	-	-	-
-3350 Legal Publ	-	-	-	-	-	-	-	-	3,167
-3361 Ins. General Lib	-	-	-	-	2,345	2,484	2,968	484	1,451
-3362 Ins - Property	-	-	-	-	-	-	-	-	-
-3363 Ins.-Auto	-	-	-	-	-	-	-	-	738
-3365 Ins.- Other	-	-	-	-	-	-	-	-	-
-3380 Utilities	-	-	-	-	-	-	-	-	-
-3381 BPU Utilities	-	-	-	-	-	-	-	-	-
-3405 Nuisances	-	-	-	-	-	-	-	-	-
-3410 Rental Expense	-	-	-	-	-	-	-	-	-
-3430 Misc.	153	200	200	-	8,742	1,000	6,000	5,000	466
-3433 Dues & Subc	-	-	-	-	3,321	3,787	4,057	270	1,316
-3434 Meeting Broadcasting	-	-	-	-	-	-	-	-	-
-3435 Books & Pamphlet	-	-	-	-	-	-	-	-	-
-3436 Bank Serv Charge/Credit Ca	-	-	-	-	-	-	-	-	-
-3438 Misc. Spec Pro	-	-	-	-	-	-	-	-	-
-3460 Remit CA	-	-	-	-	-	-	-	-	-
-3461 Remit Sr Cit	-	-	-	-	-	-	-	-	-
-3362 Remit Arb	-	-	-	-	-	-	-	-	-
-3463 Fire Rel Pen Pmt	-	-	-	-	-	-	-	-	-
-3473 Remit State Aid	-	-	-	-	-	-	-	-	-
	153	3,200	3,200	-	43,008	36,803	44,257	7,454	47,472
Capital									
-5500 Capital Outlay/Debt Payment	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Transfers									
-7720 Transfers Out	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	163,899	174,043	177,354	3,311	920,172	861,154	946,808	85,654	164,259

WORKING FUND EXPENDITURES 2026 - AS OF 11/11/25

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	Engineering			City Hall/Attorney				IT/GIS		
	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget
Personnel Services										
-1101 Salary	107,580	90,271	(17,309)	-	-	-	-	204,062	222,903	613,495
-1102 OT	-	-	-	-	-	-	-	1,679	500	5,000
-1104 Temporary	2,037	2,037	(0)	-	-	-	-	5,959	10,184	-
-1112 Severance	-	-	-	-	-	-	-	-	-	-
-1113 Uniform Allow	-	-	-	-	-	-	-	-	-	-
-1121 PERA	8,068	6,770	(1,298)	-	-	-	-	15,431	16,935	46,584
-1122 FICA	6,796	5,723	(1,073)	-	-	-	-	12,653	14,631	38,510
-1123 Medicare	1,589	1,338	(251)	-	-	-	-	2,959	3,422	9,006
-1125 PFML Premium	-	365	365	-	-	-	-	-	-	2,453
-1130 CAFÉ/Sick	-	-	-	-	-	-	-	4,863	5,365	5,688
-1131 Health Ins	27,095	19,962	(7,133)	-	-	-	-	30,907	33,170	120,181
-1133 Life Ins	102	99	(3)	-	-	-	-	227	227	462
-1134 LTD	161	122	(39)	-	-	-	-	314	334	828
-1140 Unemployment	-	-	-	-	-	-	-	-	-	-
-1150 Workers Comp	612	460	(152)	-	-	-	-	1,209	774	1,945
-1190 Paid for by BPU	-	-	-	-	-	-	-	-	-	(510,708)
	154,040	127,148	(26,892)	-	-	-	-	280,262	308,445	333,446
Supplies										
-2200 Office Supplies	-	-	-	5,258	7,000	7,000	-	-	-	-
-2209 Safety Equip	-	-	-	-	-	-	-	-	-	-
-2210 Operating Supplies	-	100	100	399	2,000	1,000	(1,000)	3,645	5,000	6,000
-2212 Motor Fuels	-	200	200	85	500	500	-	-	-	-
-2220 R&M Supplies	3,900	500	(3,400)	11,935	25,000	25,000	-	1,046	3,000	3,000
-2221 Squad car Repair Supplies	-	-	-	-	-	-	-	-	-	-
-2240 Small Tools	-	-	-	-	-	-	-	-	-	-
-2250 Personal Protective Gear	-	-	-	-	-	-	-	-	-	-
	3,900	800	(3,100)	17,676	34,500	33,500	(1,000)	4,691	8,000	9,000
Services										
-3300 Professional Serv	-	4,000	4,000	11,964	18,760	19,912	1,152	13,327	14,000	14,000
-3301 City Attorney	-	-	-	80,590	85,000	85,000	-	-	-	-
-3302 Dwtn Snow Remo	-	-	-	-	-	-	-	-	-	-
-3305 Crime Prev Pro	-	-	-	-	-	-	-	-	-	-
-3309 Computer Support	6,265	12,045	5,780	-	-	-	-	144,707	143,216	169,957
-3310 Mis Pros	-	-	-	-	-	-	-	-	-	-
-3321 Telephone	3,360	3,360	-	846	660	660	-	16,755	14,445	15,645
-3322 Postage	350	400	50	-	-	-	-	-	-	-
-3330 Professional Dev	2,695	6,915	4,220	-	-	-	-	2,938	4,200	5,400
-3331 Lease Payments	24,107	27,629	3,522	2,869	1,600	1,600	-	8,530	13,104	9,804
-3340 Lodging Tax Remit/PR	-	-	-	-	-	-	-	-	-	-
-3350 Legal Publ	2,000	2,500	500	-	-	-	-	-	110	-
-3361 Ins. General Lib	1,619	1,980	361	68	71	99	28	853	906	1,121
-3362 Ins - Property	-	-	-	-	-	-	-	-	-	-
-3363 Ins.-Auto	894	2,070	1,176	-	-	-	-	-	-	-
-3365 Ins.- Other	-	-	-	-	-	-	-	-	-	-
-3380 Utilities	-	-	-	9,088	12,000	13,000	1,000	-	-	-
-3381 BPU Utilities	-	-	-	25,960	24,000	24,000	-	-	-	-
-3405 Nuisances	-	-	-	-	-	-	-	-	-	-
-3410 Rental Expense	-	-	-	1,228	1,300	-	(1,300)	-	-	-
-3430 Misc.	250	250	-	46	1,132	1,132	-	-	-	-
-3433 Dues & Subc	994	1,050	56	-	-	-	-	-	-	-
-3434 Meeting Broadcasting	-	-	-	-	-	-	-	-	-	-
-3435 Books & Pamphlet	-	-	-	-	-	-	-	-	-	-
-3436 Bank Serv Charge/Credit Ca	-	-	-	-	-	-	-	-	-	-
-3438 Misc. Spec Pro	-	-	-	-	-	-	-	-	-	-
-3460 Remit CA	-	-	-	-	-	-	-	-	-	-
-3461 Remit Sr Cit	-	-	-	-	-	-	-	-	-	-
-3362 Remit Arb	-	-	-	-	-	-	-	-	-	-
-3463 Fire Rel Pen Pmt	-	-	-	-	-	-	-	-	-	-
-3473 Remit State Aid	-	-	-	-	-	-	-	-	-	-
	42,534	62,200	19,665	132,660	144,523	145,403	880	187,111	189,981	215,927
Capital										
-5500 Capital Outlay/Debt Payment	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Transfers										
-7720 Transfers Out	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
TOTAL	200,475	190,148	(10,327)	150,337	179,023	178,903	(120)	472,064	506,426	558,373

WORKING FUND EXPENDITURES 2026 - AS OF 11/11/25

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		Community Development/Inspections				City-Wide			
	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025
Personnel Services									
-1101 Salary	390,592	336,578	366,678	396,190	29,512	-	-	-	-
-1102 OT	4,500	-	500	500	-	-	-	-	-
-1104 Temporary	(10,184)	-	-	14,869	14,869	-	-	-	-
-1112 Severance	-	-	-	-	-	-	-	-	-
-1113 Uniform Allow	-	-	-	-	-	-	-	-	-
-1121 PERA	29,649	25,243	27,538	30,867	3,329	-	-	-	-
-1122 FICA	23,879	19,133	22,765	25,517	2,752	-	-	-	-
-1123 Medicare	5,584	4,475	5,324	5,968	644	-	-	-	-
-1125 PFML Premium	2,453	-	-	1,626	1,626	-	-	-	-
-1130 CAFÉ/Sick	323	-	-	-	-	-	-	-	-
-1131 Health Ins	87,011	93,696	96,406	99,238	2,832	-	-	-	-
-1133 Life Ins	235	370	370	370	-	-	-	-	-
-1134 LTD	494	421	550	535	(15)	-	-	-	-
-1140 Unemployment	-	-	-	-	-	-	-	-	-
-1150 Workers Comp	1,171	2,224	2,004	1,958	(46)	-	-	-	-
-1190 Paid for by BPU	(510,708)	-	-	-	-	-	-	-	-
	25,001	482,139	522,134	577,635	55,501	-	-	-	-
Supplies									
-2200 Office Supplies	-	-	-	-	-	-	-	-	-
-2209 Safety Equip	-	-	-	-	-	-	-	-	-
-2210 Operating Supplies	1,000	358	1,000	1,000	-	-	-	-	-
-2212 Motor Fuels	-	1,408	2,000	2,000	-	-	-	-	-
-2220 R&M Supplies	-	1,352	1,000	1,000	-	-	-	-	-
-2221 Squad car Repair Supplies	-	-	-	-	-	-	-	-	-
-2240 Small Tools	-	-	-	-	-	-	-	-	-
-2250 Personal Protective Gear	-	-	-	-	-	-	-	-	-
	1,000	3,118	4,000	4,000	-	-	-	-	-
Services									
-3300 Professional Serv	-	8,385	103,000	86,938	(16,062)	169,551	174,270	233,270	59,000
-3301 City Attorney	-	-	-	-	-	-	-	-	-
-3302 Dwtm Snow Remo	-	-	-	-	-	-	-	-	-
-3305 Crime Prev Pro	-	-	-	-	-	-	-	-	-
-3309 Computer Support	26,741	-	-	-	-	-	-	-	-
-3310 Mis Pros	-	-	-	-	-	-	-	-	-
-3321 Telephone	1,200	1,793	1,800	1,800	-	-	-	-	-
-3322 Postage	-	1,613	1,200	2,000	800	-	-	-	-
-3330 Professional Dev	1,200	5,711	8,000	8,000	-	-	-	-	-
-3331 Lease Payments	(3,300)	10,880	8,542	6,397	(2,146)	-	-	-	-
-3340 Lodging Tax Remit/PR	-	-	-	-	-	35,046	30,400	30,400	-
-3350 Legal Publ	(110)	4,578	5,000	5,000	-	4,453	4,000	4,000	-
-3361 Ins. General Lib	215	1,693	1,794	2,184	390	16,626	18,039	20,903	2,864
-3362 Ins - Property	-	-	-	-	-	27,830	27,825	45,100	17,276
-3363 Ins.-Auto	-	701	796	901	105	302	367	365	(2)
-3365 Ins.- Other	-	-	-	-	-	1,366	1,265	1,520	255
-3380 Utilities	-	-	-	-	-	-	-	-	-
-3381 BPU Utilities	-	-	-	-	-	1,736	2,000	2,000	-
-3405 Nuisances	-	30,021	18,000	18,000	-	-	-	-	-
-3410 Rental Expense	-	-	-	-	-	-	-	-	-
-3430 Misc.	-	133	500	500	-	41,823	88,400	85,900	(2,500)
-3433 Dues & Subc	-	335	500	500	-	-	-	-	-
-3434 Meeting Broadcasting	-	-	-	-	-	39,173	58,000	52,500	(5,500)
-3435 Books & Pamphlet	-	245	600	600	-	-	-	-	-
-3436 Bank Serv Charge/Credit Ca	-	-	-	-	-	(121)	-	-	-
-3438 Misc. Spec Pro	-	-	-	-	-	11,924	28,000	28,000	-
-3460 Remit CA	-	-	-	-	-	96,653	104,385	106,472	2,087
-3461 Remit Sr Cit	-	-	-	-	-	96,653	104,385	106,472	2,087
-3362 Remit Arb	-	-	-	-	-	96,653	104,385	106,472	2,087
-3463 Fire Rel Pen Pmt	-	-	-	-	-	-	-	-	-
-3473 Remit State Aid	-	-	-	-	-	-	-	-	-
	25,946	66,089	149,732	132,819	(16,913)	639,668	745,721	823,374	77,653
Capital									
-5500 Capital Outlay/Debt Payment	-	-	-	-	-	142,901	-	-	-
	-	-	-	-	-	142,901	-	-	-
Transfers									
-7720 Transfers Out	-	-	-	-	-	7,059,298	3,500	217,500	214,000
	-	-	-	-	-	7,059,298	3,500	217,500	214,000
TOTAL	51,946	551,345	675,866	714,455	38,588	7,841,867	749,221	1,040,874	291,653

WORKING FUND EXPENDITURES 2026 - AS OF 11/11/25

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	Police/CSO				Animal Control/Misd. Pros				Fire Dep/Ci	
	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget
Personnel Services										
-1101 Salary	2,906,391	3,168,041	3,396,935	228,894	-	-	-	-	465,886	482,596
-1102 OT	94,238	78,000	88,000	10,000	-	-	-	-	-	500
-1104 Temporary	51,846	68,099	71,109	3,010	-	-	-	-	-	-
-1112 Severance	44,537	-	-	-	-	-	-	-	-	-
-1113 Uniform Allow	30,492	42,000	39,950	(2,050)	-	-	-	-	1,799	5,000
-1121 PERA	494,129	533,253	579,265	46,012	-	-	-	-	43,340	47,340
-1122 FICA	26,357	29,567	30,487	920	-	-	-	-	14,904	14,995
-1123 Medicare	44,380	48,159	51,636	3,477	-	-	-	-	6,571	7,005
-1125 PFML Premium	-	-	14,046	14,046	-	-	-	-	-	-
-1130 CAFÉ/Sick	9,701	13,178	11,141	(2,037)	-	-	-	-	-	411
-1131 Health Ins	480,528	455,022	505,052	50,029	-	-	-	-	59,779	65,386
-1133 Life Ins	2,106	2,206	2,226	20	-	-	-	-	277	311
-1134 LTD	3,949	4,503	4,336	(167)	-	-	-	-	357	454
-1140 Unemployment	-	-	-	-	-	-	-	-	-	-
-1150 Workers Comp	195,997	179,363	170,533	(8,830)	-	-	-	-	69,117	63,687
-1190 Paid for by BPU	-	-	-	-	-	-	-	-	-	-
	4,384,652	4,621,392	4,964,716	343,325	-	-	-	-	662,030	687,685
Supplies										
-2200 Office Supplies	4,460	5,000	5,000	-	-	-	-	-	538	1,500
-2209 Safety Equip	2,847	3,000	2,700	(300)	-	-	-	-	-	-
-2210 Operating Supplies	18,056	13,000	17,500	4,500	-	-	-	-	37,101	35,000
-2212 Motor Fuels	60,295	65,000	63,000	(2,000)	-	-	-	-	15,330	17,000
-2220 R&M Supplies	6,780	11,500	9,600	(1,900)	-	-	-	-	36,624	37,000
-2221 Squad car Repair Supplies	22,725	25,000	25,500	500	-	-	-	-	-	-
-2240 Small Tools	429	500	500	-	-	-	-	-	-	-
-2250 Personal Protective Gear	-	-	-	-	-	-	-	-	69,922	31,000
	115,591	123,000	123,800	800	-	-	-	-	159,514	121,500
Services										
-3300 Professional Serv	28,333	46,300	39,670	(6,630)	61,048	62,229	67,911	5,682	26,002	34,445
-3301 City Attorney	-	-	-	-	-	-	-	-	-	-
-3302 Dwtm Snow Remo	-	-	-	-	-	-	-	-	-	-
-3305 Crime Prev Pro	2,325	1,500	1,100	(400)	-	-	-	-	-	-
-3309 Computer Support	76,356	111,533	110,746	(787)	-	-	-	-	6,089	9,300
-3310 Mis Pros	-	-	-	-	226,600	233,171	239,304	6,133	-	-
-3321 Telephone	19,515	19,560	18,783	(777)	-	-	-	-	6,095	5,805
-3322 Postage	1,556	2,000	1,552	(448)	-	-	-	-	8	125
-3330 Professional Dev	41,889	45,000	46,600	1,600	-	-	-	-	35,004	33,000
-3331 Lease Payments	152,128	162,841	173,824	10,983	-	-	-	-	16,547	23,090
-3340 Lodging Tax Remit/PR	-	-	-	-	-	-	-	-	-	-
-3350 Legal Publ	463	1,000	1,100	100	-	-	-	-	200	400
-3361 Ins. General Lib	64,967	70,895	82,659	11,763	-	-	-	-	1,672	1,773
-3362 Ins - Property	4,967	4,905	6,011	1,107	-	-	-	-	5,192	5,128
-3363 Ins.-Auto	28,385	34,388	33,935	(453)	-	-	-	-	6,740	9,174
-3365 Ins.- Other	1,927	1,820	2,106	286	-	-	-	-	1,467	1,385
-3380 Utilities	3,141	10,000	10,000	-	-	-	-	-	5,625	7,100
-3381 BPU Utilities	50,975	40,000	50,000	10,000	-	-	-	-	25,153	29,500
-3405 Nuisances	-	-	-	-	-	-	-	-	-	-
-3410 Rental Expense	-	-	-	-	-	-	-	-	-	-
-3430 Misc.	2,199	2,000	2,000	-	22,631	18,000	18,000	-	1,299	1,300
-3433 Dues & Subc	2,498	2,000	2,200	200	-	-	-	-	1,261	1,250
-3434 Meeting Broadcasting	-	-	-	-	-	-	-	-	-	-
-3435 Books & Pamphlet	-	-	-	-	-	-	-	-	62	250
-3436 Bank Serv Charge/Credit Ca	-	-	-	-	-	-	-	-	-	-
-3438 Misc. Spec Pro	-	-	-	-	-	-	-	-	-	-
-3460 Remit CA	-	-	-	-	-	-	-	-	-	-
-3461 Remit Sr Cit	-	-	-	-	-	-	-	-	-	-
-3362 Remit Arb	-	-	-	-	-	-	-	-	-	-
-3463 Fire Rel Pen Pmt	-	-	-	-	-	-	-	-	68,600	66,900
-3473 Remit State Aid	-	-	-	-	-	-	-	-	309,214	309,200
	481,622	555,742	582,286	26,544	310,279	313,400	325,215	11,815	516,230	539,125
Capital										
-5500 Capital Outlay/Debt Payment	34,206	-	-	-	-	-	-	-	-	-
	34,206	-	-	-	-	-	-	-	-	-
Transfers										
-7720 Transfers Out	-	-	-	-	-	-	-	-	567,652	405,832
	-	-	-	-	-	-	-	-	567,652	405,832
TOTAL	5,016,071	5,300,134	5,670,802	370,668	310,279	313,400	325,215	11,815	1,905,426	1,754,142

WORKING FUND EXPENDITURES 2026 - AS OF 11/11/25

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	Civil Defense		Parks				Street & Sewer		
	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget	Difference 2026 Requested vs 2025	2024 Actual	2025 Adopted Budget	2026 Proposed Budget
Personnel Services									
-1101 Salary	517,054	34,458	475,329	555,878	607,328	51,450	486,546	515,393	528,445
-1102 OT	250	(250)	2,511	3,500	3,500	-	20,880	37,000	37,000
-1104 Temporary	-	-	81,852	135,158	127,314	(7,844)	14,408	20,368	20,368
-1112 Severance	-	-	-	-	-	-	-	-	-
-1113 Uniform Allow	5,000	-	-	-	-	-	-	-	-
-1121 PERA	50,251	2,911	35,905	41,953	45,812	3,859	37,500	41,429	42,408
-1122 FICA	16,221	1,226	33,091	43,061	45,765	2,703	29,719	35,628	36,320
-1123 Medicare	7,501	496	7,739	10,070	10,704	633	7,090	8,332	8,494
-1125 PFML Premium	2,043	2,043	-	-	3,532	3,532	-	-	2,314
-1130 CAFÉ/Sick	411	-	-	-	-	-	1,774	1,891	-
-1131 Health Ins	67,181	1,795	130,728	158,950	162,004	3,054	113,016	120,254	127,526
-1133 Life Ins	311	-	410	491	539	49	363	375	395
-1134 LTD	435	(19)	629	834	820	(14)	636	764	704
-1140 Unemployment	-	-	1,008	-	-	-	-	-	-
-1150 Workers Comp	57,112	(6,575)	29,470	27,633	25,295	(2,339)	31,771	19,577	17,647
-1190 Paid for by BPU	-	-	-	-	-	-	-	-	-
	723,770	36,086	798,671	977,529	1,032,613	55,084	743,702	801,010	821,623
Supplies									
-2200 Office Supplies	1,500	-	258	850	500	(350)	65	750	750
-2209 Safety Equip	-	-	-	-	500	500	-	-	1,000
-2210 Operating Supplies	30,000	(5,000)	36,092	59,150	55,825	(3,325)	16,688	26,000	26,000
-2212 Motor Fuels	18,000	1,000	17,840	22,000	22,000	-	45,383	60,000	60,000
-2220 R&M Supplies	37,000	-	80,660	96,500	86,500	(10,000)	133,794	151,750	168,250
-2221 Squad car Repair Supplies	-	-	-	-	-	-	-	-	-
-2240 Small Tools	-	-	1,512	2,000	2,000	-	1,587	2,000	2,500
-2250 Personal Protective Gear	33,000	2,000	-	-	-	-	-	-	-
	119,500	(2,000)	136,362	180,500	167,325	(13,175)	197,517	240,500	258,500
Services									
-3300 Professional Serv	34,506	61	38,573	41,375	40,292	(1,083)	2,123	29,975	33,275
-3301 City Attorney	-	-	-	-	-	-	-	-	-
-3302 Dwtm Snow Remo	-	-	-	-	-	-	36,865	80,000	80,000
-3305 Crime Prev Pro	-	-	-	-	-	-	-	-	-
-3309 Computer Support	9,300	-	10,310	6,825	7,025	200	-	-	-
-3310 Mis Pros	-	-	-	-	-	-	-	-	-
-3321 Telephone	6,180	375	4,712	5,004	5,004	-	2,358	2,520	2,520
-3322 Postage	125	-	42	50	50	-	55	-	-
-3330 Professional Dev	32,000	(1,000)	2,144	3,000	3,000	-	1,184	500	1,500
-3331 Lease Payments	23,169	79	65,269	80,186	79,284	(902)	49,490	60,967	63,011
-3340 Lodging Tax Remit/PR	-	-	-	-	-	-	-	-	-
-3350 Legal Publ	400	-	2,002	1,000	1,000	-	1,423	200	1,000
-3361 Ins. General Lib	2,132	359	2,490	2,628	3,335	708	8,169	8,597	11,594
-3362 Ins - Property	6,264	1,136	21,315	20,777	22,676	1,899	3,673	3,654	4,156
-3363 Ins.-Auto	8,803	(372)	2,720	3,321	4,041	720	4,774	5,800	5,718
-3365 Ins.- Other	1,530	145	1,059	1,000	1,153	153	4,199	4,013	4,407
-3380 Utilities	8,050	950	17,768	19,900	24,475	4,575	4,496	4,750	9,175
-3381 BPU Utilities	28,000	(1,500)	88,577	105,000	105,000	-	280,973	292,000	292,000
-3405 Nuisances	-	-	-	-	-	-	-	-	-
-3410 Rental Expense	-	-	2,288	1,785	1,785	-	1,599	31,020	1,020
-3430 Misc.	1,300	-	1,121	2,000	2,000	-	6,219	6,800	3,500
-3433 Dues & Subc	1,400	150	1,389	1,389	2,089	700	-	-	-
-3434 Meeting Broadcasting	-	-	-	-	-	-	-	-	-
-3435 Books & Pamphlet	250	-	-	-	-	-	-	-	-
-3436 Bank Serv Charge/Credit Ca	-	-	-	-	-	-	-	-	-
-3438 Misc. Spec Pro	-	-	-	-	-	-	-	-	-
-3460 Remit CA	-	-	-	-	-	-	-	-	-
-3461 Remit Sr Cit	-	-	-	-	-	-	-	-	-
-3362 Remit Arb	-	-	-	-	-	-	-	-	-
-3463 Fire Rel Pen Pmt	69,300	2,400	-	-	-	-	-	-	-
-3473 Remit State Aid	356,000	46,800	-	-	-	-	-	-	-
	588,708	49,583	261,778	295,240	302,209	6,968	407,599	530,797	512,875
Capital									
-5500 Capital Outlay/Debt Payment	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Transfers									
-7720 Transfers Out	411,749	5,917	-	-	-	-	-	-	-
	411,749	5,917	-	-	-	-	-	-	-
TOTAL	1,843,728	89,586	1,196,811	1,453,269	1,502,146	48,877	1,348,819	1,572,308	1,592,998

WORKING FUND EXPENDITURES 2026 - AS OF 11/11/25

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	Difference 2026 Requested vs 2025	TOTAL WORKING FUNDS			Difference 2026 Requested vs 2025
		2024 Actual	2025 Adopted Budget	2026 Proposed Budget	
Personnel Services					
-1101 Salary	13,052	5,628,210	6,160,270	6,918,304	758,034
-1102 OT	-	119,583	120,500	135,250	14,750
-1104 Temporary	-	204,614	250,380	270,697	20,317
-1112 Severance	-	44,537	-	-	-
-1113 Uniform Allow	-	32,291	47,000	44,950	(2,050)
-1121 PERA	979	706,623	771,548	858,019	86,471
-1122 FICA	692	178,793	211,993	243,944	31,950
-1123 Medicare	162	83,916	94,938	105,883	10,945
-1125 PFML Premium	2,314	-	-	29,579	29,579
-1130 CAFÉ/Sick	(1,891)	25,994	31,597	28,609	(2,988)
-1131 Health Ins	7,273	1,135,608	1,174,754	1,352,049	177,295
-1133 Life Ins	20	5,100	5,451	5,777	326
-1134 LTD	(60)	7,236	8,650	8,742	92
-1140 Unemployment	-	1,008	-	-	-
-1150 Workers Comp	(1,930)	334,265	296,003	277,416	(18,588)
-1190 Paid for by BPU	-	-	(106,656)	(622,562)	(515,906)
	20,613	8,507,778	9,066,430	9,656,657	590,227
Supplies					
-2200 Office Supplies	-	10,579	15,100	14,750	(350)
-2209 Safety Equip	1,000	2,847	3,000	4,200	1,200
-2210 Operating Supplies	-	113,380	142,150	138,425	(3,725)
-2212 Motor Fuels	-	140,406	166,500	165,700	(800)
-2220 R&M Supplies	16,500	272,458	329,650	330,850	1,200
-2221 Squad car Repair Supplies	-	22,725	25,000	25,500	500
-2240 Small Tools	500	3,528	4,500	5,000	500
-2250 Personal Protective Gear	-	69,922	31,000	33,000	2,000
	18,000	635,844	716,900	717,425	525
Services					
-3300 Professional Serv	3,300	363,748	524,354	573,774	49,420
-3301 City Attorney	-	80,590	85,000	85,000	-
-3302 Dwtm Snow Remo	-	36,865	80,000	80,000	-
-3305 Crime Prev Pro	-	2,325	1,500	1,100	(400)
-3309 Computer Support	-	257,841	294,071	327,696	33,625
-3310 Mis Pros	-	226,600	233,171	239,304	6,133
-3321 Telephone	-	57,176	54,954	55,752	798
-3322 Postage	-	5,562	5,525	5,927	402
-3330 Professional Dev	1,000	104,409	108,395	115,424	7,029
-3331 Lease Payments	2,044	326,899	374,438	384,718	10,280
-3340 Lodging Tax Remit/PR	-	35,046	30,400	30,400	-
-3350 Legal Publ	800	16,286	13,710	15,000	1,290
-3361 Ins. General Lib	2,997	100,333	108,807	128,976	20,169
-3362 Ins - Property	502	62,977	62,288	84,207	21,920
-3363 Ins.-Auto	(82)	44,360	54,741	55,832	1,091
-3365 Ins.- Other	394	10,019	9,484	10,715	1,231
-3380 Utilities	4,425	40,118	53,750	64,700	10,950
-3381 BPU Utilities	-	473,373	492,500	501,000	8,500
-3405 Nuisances	-	30,021	18,000	18,000	-
-3410 Rental Expense	(30,000)	5,115	34,105	2,805	(31,300)
-3430 Misc.	(3,300)	84,831	121,582	120,782	(800)
-3433 Dues & Subc	-	10,119	9,920	11,296	1,376
-3434 Meeting Broadcasting	-	39,173	58,000	52,500	(5,500)
-3435 Books & Pamphlet	-	307	850	850	-
-3436 Bank Serv Charge/Credit Ca	-	(121)	-	-	-
-3438 Misc. Spec Pro	-	11,924	28,000	28,000	-
-3460 Remit CA	-	96,653	104,385	106,472	2,087
-3461 Remit Sr Cit	-	96,653	104,385	106,472	2,087
-3362 Remit Arb	-	96,653	104,385	106,472	2,087
-3463 Fire Rel Pen Pmt	-	68,600	66,900	69,300	2,400
-3473 Remit State Aid	-	309,214	309,200	356,000	46,800
	(17,922)	3,093,669	3,546,799	3,738,473	191,674
Capital					
-5500 Capital Outlay/Debt Payment	-	177,107	-	-	-
	-	177,107	-	-	-
Transfers					
-7720 Transfers Out	-	7,626,950	409,332	629,249	219,917
	-	7,626,950	409,332	629,249	219,917
TOTAL	20,691	20,041,348	13,739,461	14,741,803	1,002,343

2026-2030 Budget Detail and Comparison By Department

	2026	2027	2028	2029	2030
Facilities					
City Hall Bathrooms	200,000				
City Hall Annex		200,000			
City Hall Elevator Vestibule - EFIS	50,000				
Public Works Garage - Exterior and Lot (Study)	784,000				
Public Works Garage - Fire Alarm	65,000				
Public Works Garage - Fire Suppression	80,000				
Library - Exterior/Mechanical (Study)					
Library - Electrical (Study)			68,000		
Police Station - Interior/Mechanical (Study)		162,000			
Fire Station 1 - Remodel/Addition	5,500,000				
Fire Station 2 - Shingles (Study)				77,000	
Fire Station 2 - Electrical/Mechanical (Study)					141,000
Crack Sealing	1,111				
City Hall - General					
Office Furniture	10,000	10,000	10,000	10,000	30,000
Administration					
Scanner	3,600	2,000	2,000	3,600	2,000
Wage Study ** Placeholder			45,000		
Codification ** Placeholder	50,000				
Techology					
Computers - City Wide	100,000				100,000
Monitors - City Wide	20,000				
Server Replacement	15,000	15,000	15,000	15,000	15,000
UPS (Battery Backup)	6,000			6,000	
Firewall/Router			20,000		
Network Switches				20,000	
Laptops				25,500	
Phones					20,000
Cell phones		5,000	10,000		5,000
Council Audio/Visual			30,000		
Software - Finance/Permit - to Cloud					
ID Card Printer				5,000	
Wi-Fi Hardware	15,000				
Potter (large format Printer)					
Security Cameras - City Hall					20,000
Security Cameras - Police					20,000

2026-2030 Budget Detail and Comparison By Department

	2026	2027	2028	2029	2030
Security Cameras - Fire					30,000
Security Cameras - Library	30,000				
Police					
Leased Squad Car Build Ups	66,000	86,000	114,000	96,500	98,000
Officer Furniture	3,500	3,500	3,500	3,500	3,500
Office Staff Reconfiguration					40,000
Firearms Upgrade/Rifle Replacement		35,000			
Firearms Upgrade/Pistol Replacement			25,000		
LADID Vehicle - Build Up			8,000		
Body Warn Camera/Squad Camera Purchase		65,000			
Fire					
Tender					
Rescue Apparatus		475,000			
Squad Truck 2				225,000	
Squad Truck 1 lease build out			5,000		
Build up of leased Car 1				15,000	
Build up of leased Car 2	-		15,000		
SCBA Fill Station		75,000			
Apparatus iPad Replacement	3,000		6,000		
Radios and Pagers	30,000	30,000		25,000	
Commercial Dryer	-				
Turnout Gear & Hose Dryer					13,000
Civil Defense					
Siren	28,000				30,000
Community Development					
Comprehensive Plan ** Placeholder					32,000
Scanner			3,000		
Leased Vehicles Build Up					
Public Works - Parks					
Leased Vehicles Build Up					
Groomer		15,000	30,000		
Snowblower					
Walk behind snow blower		4,000			
Walk Behind Mower		1,000			
Mower	-		22,000	23,000	22,000
Used Lift (50% of Cost)	-		7,500		
Wing Plow (50% of Cost)	-				

2026-2030 Budget Detail and Comparison By Department

	2026	2027	2028	2029	2030
Aerator	-				9,000
Gator	30,000				
Brushes	4,000				
Skid Steer		75,000			
Welder		3,000			
Tree Replacement	25,000	25,000	25,000	25,000	25,000
Picnic Table/Grilling Station/Trash Can Replacement	15,000	15,000	15,000	15,000	15,000
Park Weed and Feed Program	25,000	25,000	25,000	25,000	25,000
Bench Installation Program	5,000	5,000	5,000	5,000	5,000
Park ADA Upgrades	25,000	25,000	25,000	25,000	25,000
Park Sign Replacement	5,000	5,000	5,000	5,000	5,000
Security Cameras	8,000	8,000	8,000	8,000	8,000
<i>Facility Projects</i>					
Bane - Playground			100,000		
Bane - Miralce League Field			100,000		
Bane - Batting Cage				5,000	
Gregory - SE Playground			100,000		
Gregory - Tennis Court Rain Garden				5,000	
Gustafson - Backstops (4)			40,000		
Jaycees - Scoreboards				30,000	
Jaycees - Garage Improvements				50,000	
Jaycees - Southside concessions/booth/storage		20,000			
Kiwanis - Boom Lake Paved Trail			120,000		
Lum Park - Beach					20,000
Lum Park - Stone Arch Roof Assembly	6,000				
Lum Park - Sidewalks (bituminous)			50,000		
Lum Park - Shower Building		110,000			
Lum Park - Water Spigot				500	
Lum Park - Umbrella Buildings (3)					200,000
Lyman P. White - Bike Repair Tools				3,200	
Memorial - West Parking lot (shrink/gravel)		75,000			130,000
Memorial - Main Playground	100,000				
Memorial - Parking Lot					
Memorial - Hockey Rinks					3,000
Memorial - Dug Outs/Backstop/Fencing					40,000

2026-2030 Budget Detail and Comparison By Department

	2026	2027	2028	2029	2030
Memorial - Mills Scoring Tower				100,000	
Memorial - Mills Concession Stand				600,000	
Memorial - Mills Sun Deck					200,000
Memorial - Mills Netting					75,000
Memorial - Storage Building					100,000
Triangle - Dog Waste Bag Holder				500	
Public Works - Streets					
Tree Replacement	25,000	25,000	25,000	25,000	25,000
Leased Vehicles Build Up	36,000			11,000	
Motor Grader		440,000			
Plow Truck	360,000		360,000		360,000
Street Sweeper				240,000	
Broom Attachment & Trailer					
Truck Mounted Changeable Arrow Board				2,500	
Snow Plow				6,000	
Skid Streer		75,000			
Used Lift (50% of Cost)	-				
Wing Plow (100% of Cost)	35,000		7,500		
Air Compressor					
Street Sweeping Screening ** Placeholder					30,000
Roundabout Woodchips ** Placeholder		12,500			12,500
Public Works - Engineering					
Leased Vehicles Build Up			5,000		
Robotic Total Station		35,000			
Data Collector		10,000			
Survey Level				1,500	
GPS Receiver				30,000	
Total Cash to be Spent	7,764,211	2,172,000	1,454,500	1,768,300	1,934,000
<i>Park Board Long-term Capital Asset Maintenance Request</i>	<i>327,233</i>	<i>236,431</i>	<i>(87,165)</i>	<i>(442,752)</i>	<i>(408,722)</i>
Total Capital Planned	\$ 8,091,444	\$ 2,408,431	\$ 1,367,335	\$ 1,325,548	\$ 1,525,278
Parks Equipment/Annual Programs	142,000	206,000	167,500	131,000	139,000
Park Request Facilities	433,233	441,431	422,835	351,448	359,278
Total Park Board Request	575,233	647,431	590,335	482,448	498,278

City of Brainerd
Capital Plan: Summary
2025-2054 - 30 Years

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Tax Levy: Current	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927	\$ 1,180,927
Tax Levy: Add/Sub	306,299	313,264	320,577	328,256	336,319	414,785	423,674	433,008	442,809	453,099	463,904
Bonds	5,160,000	-	-	-	-	-	-	-	-	-	-
Other/Grants	-	-	-	-	-	-	-	-	-	-	-
Under budget	-	-	-	-	-	-	-	-	-	-	-
Sale of Assets	75,100	82,000	71,100	70,600	69,100	94,100	52,800	112,100	71,600	134,600	81,100
General Fund	(50,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)
Interest Earnings	37,175	27,278	21,943	23,693	22,395	19,492	13,699	22,684	28,231	36,487	16,222
Dedicated to Fire Buildings	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Revenues	\$ 6,774,501	\$ 1,638,469	\$ 1,629,547	\$ 1,638,477	\$ 1,643,741	\$ 1,744,305	\$ 1,706,100	\$ 1,783,719	\$ 1,758,566	\$ 1,840,113	\$ 1,777,153
Vehicles	\$ 102,000	\$ 561,000	\$ 127,000	\$ 332,500	\$ 98,000	\$ 922,000	\$ 114,000	\$ 91,000	\$ 115,500	\$ 2,726,000	\$ 672,000
Equipment	711,100	916,500	589,500	449,600	717,500	418,500	315,100	888,000	563,500	646,100	504,500
Furniture & Fixtures	10,000	10,000	10,000	10,000	30,000	10,000	10,000	10,000	10,000	10,000	10,000
Buildings	6,679,000	362,000	68,000	77,000	141,000	123,000	100,000	-	-	-	-
Improvements	156,111	117,500	150,000	105,000	179,500	161,667	105,000	162,500	105,000	172,000	168,611
Transfers Out	-	-	-	-	-	-	-	-	-	-	-
Parks Facilities	106,000	205,000	510,000	794,200	768,000	688,500	163,500	77,500	139,000	312,500	-
Expenditures	\$ 7,764,211	\$ 2,172,000	\$ 1,454,500	\$ 1,768,300	\$ 1,934,000	\$ 2,323,667	\$ 807,600	\$ 1,229,000	\$ 933,000	\$ 3,866,600	\$ 1,355,111
Beginning Cash Balance	\$ 3,717,517	\$ 2,727,808	\$ 2,194,277	\$ 2,369,324	\$ 2,239,501	\$ 1,949,242	\$ 1,369,880	\$ 2,268,380	\$ 2,823,099	\$ 3,648,666	\$ 1,622,178
Annual Surplus (deficit)	(989,710)	(533,531)	175,047	(129,823)	(290,259)	(579,362)	898,500	554,719	825,566	(2,026,487)	422,042
Cash Balance	\$ 2,727,808	\$ 2,194,277	\$ 2,369,324	\$ 2,239,501	\$ 1,949,242	\$ 1,369,880	\$ 2,268,380	\$ 2,823,099	\$ 3,648,666	\$ 1,622,178	\$ 2,044,220
Savings (Water Tower)	44,969	44,969	44,969	44,969	44,969	44,969	44,969	44,969	44,969	44,969	44,969
Set Aside for Fire Buildings	-	65,000	130,000	195,000	260,000	325,000	390,000	455,000	520,000	585,000	650,000
Set Aside for Parks Facilities	1,208,120	1,574,704	1,619,689	1,284,087	982,512	769,485	1,006,732	1,326,986	1,595,484	1,692,469	2,112,191
Rollover of Budgeted Items	364,375	364,375	364,375	364,375	364,375	364,375	364,375	364,375	364,375	364,375	364,375
	\$ 1,110,343	\$ 145,229	\$ 210,291	\$ 351,070	\$ 297,386	\$ (133,949)	\$ 462,304	\$ 631,769	\$ 1,123,838	\$ (1,064,634)	\$ (1,127,315)

From: [Nick Broyles](#)
To: [Jeff Czczok](#)
Cc: [Toni Gage](#); [Mike ODay](#); [Mike Habighorst](#); [Tim Holmes](#); [Lisa Asbach](#); [Department Heads](#)
Subject: RE: Task Manager
Date: Monday, December 1, 2025 2:01:29 PM
Attachments: [image001.png](#)
[Current Transit Agreement.pdf](#)
[CWC Transit Agreement_OCR.pdf](#)

Jeff,

Thank you for your questions/comments. I will try and address them individually.

Looking for an explanation related to the Task Manager – how are items determined to be Complete and how the Start Dates and Due Dates are determined?

Response: start dates and completion dates are determined by the director who owns the task. If council feels they are not accurate, we will take a look and adjust, as necessary.

The direction to staff on 10/06 was to ask CWC if they're interested in further participation and to ask Baxter to consider changing their bus fares to match Brainerd's fares.

Both items are indicated as Complete. According to the Task Manager:

The action taken by council on 10/06 indicates the Start Date item related to CWC is 11/17/2025 and the Due Date is 1/27/2026.

The action taken by council on 10/06 indicates the Start Date item related to Baxter's fares is 11/24/2025 and the Due Date is 1/27/2026.

Why don't the Start Dates align with the date the council acted? Response: This was an oversight on the part of staff.

If the Due Dates have been determined to be a couple months in the future, why are the items listed as Complete?

Response: I have reviewed the minutes from 10/6. I met with Debby Erickson and Brad Chapulis to discuss. Attached is the current Transit Service Agreement with CWC and is valid through June 30, 2027. There is an OCR version attached for your reader Jeff.

Verbally, CWC is neither interested in solely operating transit, nor are they interested in modifying the current agreement unless there is good reason to do so. I have asked Debby for a written response stating the same but have not received it yet. This should remain open on the tracker, and I will direct Mike H. to reopen it. Regarding Baxter, we have sent them YTD ridership numbers, and I have asked them if they are willing to adjust their rates to match Brainerd's. Their written response is, "The City of Baxter is currently reviewing the ridership and revenue/expense data to determine any adjustments to its rates. The City bases its rates on the revenues derived from the program/service and does not subsidize the cost of this service through the use of its levy or other city funds." This is closed for now unless Baxter chooses to adjust their rates.

Additionally, the other item regarding the 10/06 direction of the council to bring back a transit business model correctly indicates the Start Date as 10/06/2025 and the Due Date is 2/25/2026 and indicates it is 25% complete. This last item in my opinion appears correct, but in an earlier email, I requested of you to let me know if the TAC's suggestion of having a joint meeting sans a quorum at the time of the meeting, could be held off until complete financials were available. *As I understand it...Mike H., correct me if I am wrong, a joint meeting can be held off until financials and the business model are complete. Even then, CWC and Baxter would have to agree to the meeting.*

Has there been a determination made regarding the scheduling of the next TAC meeting?

Response: The next TAC meeting is scheduled for 01/22. There has not been a quorum at the last two meetings so the 2026 schedule for meetings has not been officially set.

Again, I would ask if there's a joint meeting scheduled that we conduct said meeting when complete financials are available.

Response: we will not request/schedule a joint meeting until we have a robust set of financials.

Another item I would like to understand is how is it determined to remove ongoing items from the Task Manager such as the Fire Station renovation indicated on the 10/20/2025 Task Manager as 10% complete and removed from the 11/17/2025 TM and then is inserted again for the 12/01/2025 TM. Items such as this are only a copy/paste action so it doesn't make much sense to me why it would be omitted, but I do understand if this was just a mistake. Please note: I do recognize the notes included in the TM indicate when the council acted on 10/06, but again, this emphasizes my query.

Response: This was a staff oversight. We just need to remove the dates on this item to ensure that it is included.

There doesn't seem to have been any sort of pattern as to when the council receives the TM in the past couple months. I would like to have the TM included in the packet for every regular meeting. Do you want council action to accomplish this?

Response: we can include this tracker in every council meeting going forward.

When you've the time, I'd appreciate your thoughts and explanations, but if you wouldn't mind, please get back to me a.s.a.p. related to the TM being included in every regular meeting packet as I'd consider amending the agenda for tonight unless you provide an explanation why we couldn't do it.

Response: we can make this happen with or without council action.

This is associated with the CC agenda as well, so please BCC all.

Response: the full council is BCC'd on this email.

Regards

Nick



Nick Broyles, MPA | City Administrator

City of Brainerd | 501 Laurel Street Brainerd MN 56401

218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>

Sent: Monday, December 1, 2025 12:21 PM

To: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Cc: Toni Gage <tgage@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>

Subject: Task Manager

Nick,

Looking for an explanation related to the Task Manager – how are items determined to be Complete and how the Start Dates and Due Dates are determined:

The direction to staff on 10/06 was to ask CWC if they're interested in further participation and also to ask Baxter to consider changing their bus fares to match Brainerd's fares.

Both of these items are indicated as Complete.

According to the Task Manager:

The action taken by council on 10/06 indicates the Start Date item related to CWC is 11/17/2025 and the Due Date is 1/27/2026.

The action taken by council on 10/06 indicates the Start Date item related to Baxter's fares is 11/24/2025 and the Due Date is 1/27/2026.

Why don't the Start Dates align with the date the council took action?

If the Due Dates have been determined to be a couple months in the future, why are the items listed as Complete?

Additionally, the other item regarding the 10/06 direction of the council to bring back a transit business model correctly indicates the Start Date as 10/06/2025 and the Due Date is 2/25/2026 and indicates it is 25% complete.

This last item in my opinion appears correct, but in an earlier email, I requested of you to let me know if the TAC's suggestion of having a joint meeting sans a quorum at the time of the meeting, could be held off until complete financials were available.

Has there been a determination made regarding the scheduling of the next TAC meeting?

Again, I would ask if there's a joint meeting scheduled that we conduct said meeting when complete financials are available.

Another item I would like to understand is how is it determined to remove ongoing items from the Task Manager such as the Fire Station renovation indicated on the 10/20/2025 Task Manager as 10% complete and removed from the 11/17/2025 TM and then is inserted again for the 12/01/2025 TM. Items such as this are only a copy/paste action so it doesn't make much sense to me why it would be omitted, but I do understand if this was just a mistake.

Please note: I do recognize the notes included in the TM indicate when the council took action on 10/06, but again, this emphasizes my query.

There doesn't seem to have been any sort of pattern as to when the council receives the TM in the past couple months. I would like to have the TM included in the packet for every regular meeting. Do you want council action to accomplish this?

When you've the time, I'd appreciate your thoughts and explanations, but if you wouldn't mind, please get back to me a.s.a.p. related to the TM being included in every regular meeting packet as I'd consider amending the agenda for tonight unless you provide an explanation why we couldn't do it.

This is associated with the CC agenda as well, so please BCC all.

Thanks, Jeff