



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, January 20, 2026 @ 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: 2489 217 4124

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

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

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

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

1. **Call To Order**

2. **Roll Call**

___T. Erickson ___K. Bevans ___J. Czczok ___G. Johnson ___K. Stunek ___K.
Yeager ___M. O'Day ___Mayor Badeaux

3. **Pledge of Allegiance**

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

5. **Consent Calendar**

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

A. **Approval of Bills**

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

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Resolution- Adopting 4th Quarter Donations**

E. **MN Lawful Gambling Application- Exempt Permit - CLC**

F. **MN Lawful Gambling Application - Exempt Bingo - Knights of Columbus**

G. **MN Lawful Gambling Application- Exempt Permit - YMCA**

- H. **2026 Transfers**
- I. **Resignation - Paid on-call Firefighter Tyler Ogren**
- J. **Reclassify - Police Intern Wyatt Andres to Community Service Officer**
- K. **Hiring - Police Records Management Technician Brandi Westom**
- L. **Hiring - Community Service Officers Caleb Wahlstrom and Kieran Groetsch**
- M. **Hiring - Temporary Transit Operations Assistant Amy Christensen**
- N. **Police Department Involvement in Landlord - Tenant Matters**
- O. **Sale of Fire Apparatus**
- 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. **YMCA Request to Fund Community Pool at the new Brainerd YMCA**
- 8. **Council Committee Reports**
 - A. **Personnel & Finance Committee**
 - 1. Advertise Request for Proposal - SAHA Funds
 - 2. Proposal - City Code Codification Services
 - 3. Franchise Fees - Electric and Gas
 - B. **Safety & Public Works Committee**
 - 1. Cooperative Construction Agreement - TH 210/Washington Street Reconstruction Project
 - 2. Construction Observation Proposals - TH 210/Washington Street Reconstruction Project
 - 3. Final Pay Request - Improvement 24-08 - M Street Outfall Repair Project
 - 4. Pool Engineering Services Letters of Interest (LOI) and Statement of Qualifications (SOQ)
- 9. **Unfinished Business**
 - A. **Call for Applicants**

Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – **2 terms** (Expire 2029) **2 terms** (Expire 2026)

Economic Development Authority-- **1 term** (Expire 2028) **1 term** (Expire 2031)
Library Board-- **1 term** (Expire 2027)
Park Board-- **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)
Airport Commission -- **1 term** (Expire 2028)
Planning Commission-- **1 term** (Expire 2028)
Water Tower Committee—**2 terms**

B. Call for Public Hearing - Orderly Annexation of Riverside Drive

10. **New Business**

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

15. **Council Communications**

A. Minnesota Power Transmission Line

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, Erickson, Bevans, Czezok, Johnson, and O'Day. Mayor Badeaux was also noted as present. Member Stunek was noted as absent.

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECHOK AND BEVANS TO APPROVE THE CONSENT CALENDAR REMOVING RESOLUTION – ALL ABOARD MN RAILWAY FROM FARGO TO THE TWIN CITIES ITEM FOR FURTHER DISCUSSION.

Approval of Bills

Approved as on file in the Administrator's Office.

Approval of Minutes

Approved minutes from December 15, 2025, as presented.

Department Activity Reports

Approved reports as presented.

Resolution - Designating Depositories for 2026

Adopted Resolution 01:26 Designating City Depositories

Resolution - 2026 Airport Capital Projects

Adopted Resolution 02:26 Authorizing signature for 2026 Capital Projects for the Brainerd Lakes Regional Airport

Resolution - American Legion Premise Lawful Gambling Permit at 701 Industrial Park Rd

Adopted Resolution 03:26 Approving Minnesota Lawful Gambling Premise Permit

Resolution - Adopting 2025 Crow Wing County Hazard Mitigation Plan

Adopted Resolution 04:26 Adopting the 2025 Crow Wing County Hazard Mitigation Plan as presented

Electronic Transfers Authorization

Approved Delegating the Finance Director and Finance Manager, or their designee, to make electronic transfers as deemed necessary by the Finance Director or Finance Manager to conduct City business in 2026

Official Newspaper for 2026 and Contract - Brainerd Dispatch

Approved the Brainerd Dispatch as the legal newspaper and authorized signatures on agreement with the Dispatch for a rate of \$12.12 per inch

League of Minnesota Cities Insurance Trust (LMCIT) Liability Coverage Waiver Form

Approved submission of the liability coverage waiver form with "does not waive" the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 option selected

2026 Library Fund Budget

Adopted the 2026 Library Fund Budget as presented.

Hiring - Winter Temporary Employees

Ratified the hiring of the 2025-2026 Winter temporary employees as presented

Hiring - HR Assistant Ashley Thramer

Ratified the hiring of Ashley Thramer for the HR Assistant position effective January 13, 2026; further, that she be placed on Step 1 of the HR Assistant wage grid (\$34.08 per hour)

Special Event - March for Life

Approved event as presented

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

Resolution - Support for All Aboard MN Railway from Fargo to the Twin Cities

Member Czeczok stated that this item has not been brought before the State Legislature. He would like more information prior to approving.

Administrator Broyles stated that he is not aware of any time constraints. This resolution is very similar to a resolution passed in 2021 by the City Council just voicing support for the project.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON TO DIRECT STAFF TO OBTAIN MORE INFORMATION AND RETURN THIS ITEM TO THE COUNCIL IN FEBRUARY.

Public Forum

The Chair opened the public forum at 7:33 p.m.

Logan Klisch, 824 N St, stated that he is against the development of Gustafson Park. He is aware that there are housing needs but does not agree with removing this park for a few homes.

Nathan Cyr, 1305 10th Ave NE, stated that he is against the development of Gustafson Park. He stated that Gustafson is heavily used by local kids and his family. It is a safe space as it is wide open and within visibility of his home. He suggested another parcel that is tax forfeit be developed instead of Gustafson Park.

Another individual spoke against the development of Gustafson Park but requested that her personal information not be put into public record.

Chris Bjorke, Brainerd, gave a statement and requested that the City Council address the harassment of landlords in the City of Brainerd.

The chair closed the public forum at 7:42 p.m.

Member Czeczok asked if staff could give the speakers an update on Gustafson Park.

Community Development Director Kramvik stated that the Park Board will discuss Gustafson park at their next meeting on January 27th. The Park Board will give a formal recommendation.

Council Committee Reports

Personnel and Finance Committee

Misdemeanor Prosecution Services Agreement - Cities of Baxter and Nisswa

Committee Chair Johnson stated that the agreement has not changed from the prior agreement. It utilizes a three-year rolling average of hours utilized by each municipality to determine the cost. The share for the City of Brainerd actually went down and the court fine revenue does help to offset the cost.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE ATTACHED JOINT SERVICES AGREEMENT TO ACCOMPANY THE MISDEMEANOR PROSECUTION AGREEMENT.

Position Recommendation - Water/Wastewater Operator

Committee Chair Johnson stated that there is an opening for a Wastewater Operator. The management team determined that it would be best to have an operator that could work in both the water and wastewater divisions.

Member Czczok stated that he asked at the Public Utility Commission whether this kind of position is becoming the industry standard. He stated that Mr. Gammon confirmed that it is becoming more prevalent to have a hybrid position.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE WATER/WASTEWATER OPERATOR JOB DESCRIPTION; FURTHER, TO AUTHORIZE STAFF TO NEGOTIATE THE WAGE WITH THE IBEW UNION.

Memorandum of Agreement - MN Paid Family Medical Leave (PFML) for IBEW Unions

Committee Chair Johnson stated that the memorandums follow City policy, but puts in writing the understanding that the employee and employer each pay half of the premium.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE PFML MEMORANDUMS OF AGREEMENT WITH THE IBEW PUBLIC UTILITIES AND ADMINISTRATIVE SUPPORT UNIONS AS PRESENTED.

Safety and Public Works Committee

Change Order #4 - Imp 23-13 - TH 371B/Willow Street Roundabout Project

Committee Chair Erickson stated that the change order is in regard to the removal of a tree that was not included in the original scope and is state aid eligible.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE CHANGE ORDER #4 IN THE AMOUNT OF \$8,559.49.

Final Pay Request #2 - Imp 23-16 - South Brainerd Resurfacing

Committee Chair Erickson stated there was a question in committee regarding a driveway in a cul-de-sac and whether the cost for repair was included in the amount for final pay amount. The question has been answered since the committee, the final pay request does include the amount for repair.

City Engineer Dehn stated that the cost of the patch is included in the total, it was roughly \$900. Without reconstructing the curb in the cul-de-sac this patch was beyond the original scope of the project.

Member Czczok stated that he recalls Member Bevans stating that when the contractor was aware of the problem in another part of the project the City was not responsible for those repairs as it was a workmanship issue. He believes the same should be considered here and the contractor should take responsibility for their lack of workmanship.

Member Bevans asked about the details of the project. The project was a mill and overlay and the contractor did the best they could do with the existing curb. The only true fix will be when the street is reconstructed.

City Engineer Dehn stated that Member Bevans is correct, catch basins on the cul-de-sac were holding back a lot of water. This was addressed. The curb was out of the scope of the project.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND JOHNSON TO APPROVE THE FINAL PAY REQUEST #2 IN THE AMOUNT OF \$42,541.50.

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

Stormwater Engineering Proposals - Southwest Brainerd/CSAH 48 Study Area

Committee Chair Erickson stated that staff received a quote for this long-standing issue. He stated that the way to move forward with this issue is to have a study done.

Member Bevans stated that he is in favor of moving forward to remedy this problem that appears to have been created with our agreement. The cost of the study is concerning. It does not appear that the engineering service is needed as he thinks there is a simple remedy changing the outflow to the other side of the street with a culvert. He would like staff to investigate the possibility.

Member Czczok stated that he would like to see the item held off to explore alternate water diversions.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO HOLD OVER THE ITEM FOR MORE INFORMATION.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO DIRECT STAFF TO EXPLORE THE POSSIBILITY OF ALTERNATE WATER DIVERSION OPTIONS WITH THE OTHER MUNICIPALITIES.

South Brainerd Sanitary Sewer Study - Phase 2

Committee Chair Erickson stated that this phase will include everything South of Graydon avenue due to a number of development proposals in the area.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE PROPOSAL FROM SEH FOR SANITARY SEWER MODELING IN SOUTH BRAINERD IN THE AMOUNT OF \$20,171.

Resolution- Requesting Advance Municipal State Aid Funds

Committee Chair Erickson stated that the City is allocated \$1.1 million in state aid yearly. The City can request funds early.

Member Johnson stated that the City should always be advancing as much state aid funds as possible.

Member Czczok asked about paying interest on money that the City otherwise wouldn't be paying interest on. He also asked if the City is currently under state aid bonds.

Member Johnson stated that he agrees that the City is losing a percentage by advancing and then bonding.

Finance Director Hillman stated that the City discussed issuing state aid bonds for the 2025 construction projects, but the City has not issued state aid bonds.

Member Johnson stated that the memo mentions the bonding because of the Wright and 10th Street project. The City may issue state aid bonds in the future, but it has nothing to do with this item.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ADOPT RESOLUTION REQUESTING ADVANCE MUNICIPAL STATE AID CONSTRUCTION FUNDS.

RESOLUTION 05:26

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

Discussion on Downtown Snow Removal Process

Committee Chair Erickson stated that the committee received more information about downtown snow removal being conducted by staff. Staff will put together a formal report for the end of the snow season.

Member Czczok stated that he asked about the work that the Parks staff has not had time to do because of performing downtown snow removal activities. He stated that initially there was some overtime due to getting used to the changes. He confirmed that this was charged as regular overtime and not to the downtown district. He asked Member Yeager about the quality of work downtown.

Member Yeager stated that the quality of the removal is great.

Direction on Active Code Enforcement

Committee Chair Erickson gave an overview of the citations.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO OBTAIN A SEARCH WARRANT TO TOW THE TRAILER AND VEHICLE AT 620 4TH AVE NE.

Unfinished Business

Appointments- Mayor Badeaux

Mayor Badeaux recommended Mike Duval and Wayne Erickson to the HRA board, Brenda Dewitt, John Mattson, Karen Johnson, and Mary Koep to the Library board, and John Mickelson to the Parks and Recreation board.

Chair O'Day clarified that the Airport Commission appointment is made by the Council President.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO APPOINT MIKE DUVAL AND WAYNE ERICKSON TO THE HRA BOARD, BRENDA DEWITT, JOHN MATTSON, KAREN JOHNSON, AND MARY KOEP TO

THE LIBRARY BOARD, AND JOHN MICKELSON TO THE PARKS AND RECREATION BOARD.

Call for Applicants – Informational:

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

Charter Commission – 2 terms (Expire 2029) 2 terms (Expire 2026)

Economic Development Authority-- 1 term (Expire 2028) 1 term (Expire 2031)

Library Board-- 1 term (Expire 2031)

Park Board-- 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)

Airport Commission -- 1 term (Expire 2028)

Planning Commission-- 1 term (Expire 2028) Water

Tower Committee—2 terms

New Business

Preliminary Plat and Planned Unit Development Amendment - Voyageur Heights

Community Development Director Kramvik gave an overview of the amendment to the Preliminary Plat and PUD Amendment for Voyageur Heights.

Member Johnson stated that he questions the use of “shall” consider constructing a trail to the property.

Community Development Director Kramvik stated that the trail could connect to our existing trails, staff will need to do studies if the Council would like to pursue the development of a trail.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPROVE THE PRELIMINARY PLAT AND PUD DEVELOPMENT STAGE PLAN AMENDMENT AS PRESENTED.

Request for Proposal - Comprehensive Plan Update

Community Development Director Kramvik stated that the City has budgeted \$28,000 for a comprehensive plan update. Staff propose reviewing the entire comprehensive plan at a high level to ensure consistency with our Zoning Code with a focus on strategy implementation and tracking. The primary objective of the comprehensive plan update would be to increase the threshold at which a mandatory Environment Assessment (EAW) Worksheet is required. Our current comprehensive plan and the City are well positioned to meet these requirements.

Member Johnson asked for the estimate cost.

Member Czeczok asked about the benefit of moving to a higher threshold for EAW requirements.

Community Development Director Kramvik stated that it is budgeted at \$28,000. Staff is not recommending an entirely new plan. Staff is also looking to take on the future land use map update to save costs as well. Regarding the EAW, it speeds the process up for the City, and lowers costs for developers.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO APPROVE THE DRAFT RFP FOR CONSULTING SERVICES TO AMEND THE COMPREHENSIVE PLAN.

Conditional Use Permit Amendment - St. Francis Rectory

Community Development Director Kramvik gave an overview of the amendment to add a 3rd garage stall.

Member Johnson asked about the placement of the window.

Member Erickson stated that window is in a bedroom. The way that this question was addressed at the Planning Commission was very helpful.

Member Yeager asked about the apron up to the garage.

Community Development Director stated that with the final plans for the addition, there are requirements for maximum and minimum pavement.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND BEVANS TO APPROVE THE CUP AMENDMENT WITH THE CONDITION THAT A WINDOW IS ADDED TO THE SECOND STORY OF THE NORTHEAST SIDE OF THE RECTORY.

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

Data Request - Crow Wing County Point-in-Time (PIT)

Council Member Czczok stated that the City requested this data in 2025. The City should know the disbursements made for the rest of the year by the County through the grant. He also stated that there seems to be confusion about the point in time data requested. He would like to know who the County submits information to for documentation. He asked whether there have been arrests or fines issued for homelessness and whether the County funded via the grant having beds available at a hotel. He stated that the community was led to believe that there were no options to be housed for homeless people over the summer.

Deputy Chief Runde stated that to his knowledge there have not been any arrests or citations.

Community Development Director Kramvik stated that he believes there were rooms provided at a local hotel, he is unsure if Bridge on 7th staffed the hotel.

Member Johnson asked Attorney Langel to work on this.

Mayor Badeaux stated that this item is important to have as much data as possible available to the City Council since it is such an emotional item.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO REQUEST JANUARY 2025 PIT DATA AND PAYMENTS MADE BY THE HOUSING GRANT SUBSEQUENT TO OUR LAST REQUEST FROM CROW WING COUNTY.

Staff Reports

Technology Director Strong stated that CLC will begin to include Crow Wing County Board and School Board meetings on the cable channel. This will not cost the City any additional funds and only take a few minutes of staff time.

Public Works Director Habighorst stated that Rotary Park will have buckthorn mitigation this week.

Administrator Broyles stated that the next Charter Commission meeting is on January 21st. He reached out to the League of Minnesota Cities regarding codification services. The City has \$50,000 budgeted in 2026. Staff will bring something forward to the Council for approval of services.

Mayor's Report

Mayor Badeaux gave an update on Council Member Stunek. He asked that everyone continue to keep him in their prayers and hope that he returns soon.

Council Member Reports

Member Johnson stated that he attended the last Charter Commission meeting, he highly recommends Council Members review the proposed changes with a keen eye.

Member Czczok wished Member Stunek the best.

Member Yeager stated that Mr. Planzer has been under the weather, he hopes he starts feeling better. The snow removal by staff on nights, weekends, and holidays has been very appreciated.

Chair O'Day wished Member Stunek well. His favorite teacher from High School, David DeVine, passed away on Christmas due to alcoholism. Mr. Devine continues to teach from beyond the grave by providing his cause of death in his obituary in hopes that someone else will have the guts to get some help for their addictions.

Adjourn

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

The Chair adjourned the meeting at 8:37 p.m.

Nicholas W. Broyles
City Administrator



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BOOYAH AWARD

This month's Booyah Winner is our Lakes Area Drug Investigative Division Investigator. Following a yearlong investigation, the investigator's work culminated in a federal indictment and arrest of a major drug trafficker responsible for distributing large quantities of controlled substances in our area. The investigator is recognized for exceptional diligence, sound investigative techniques, and effective collaboration with federal partners beyond our jurisdiction. Outstanding work.

COMMUNITY OUTREACH

Shop with a Cop

Officers from the Brainerd and Baxter police departments and deputies from the CWC Sheriff's Office participated in Shop with a Cop. Over three weekends, different area children had the opportunity to have breakfast with officers and go Christmas shopping at local businesses in December. We were also joined by the Lakes Area Law Enforcement Club and volunteers from the CLC Law Enforcement program.



As Officers Walkowiak and Williams were out and about in the community, they had the chance to say Hi to Santa at the Westgate Mall.



TRAINING & STAFF DEVELOPMENT

LETAC Sergeant Academy

Sergeant Rosier and Reed attended the LETAC Sergeant Academy. This course equips law enforcement supervisors with the essential skills to lead effectively by building trust, making sound decisions, and managing responsibilities efficiently. It emphasizes clear communication, active listening, and conflict resolution to strengthen team cohesion and professionalism. Supervisors will also learn to evaluate performance, uphold ethical standards, ensure legal and policy compliance, and understand their role in administrative investigations. The course concludes with a focus on officer wellness and professional development to support team resilience and growth.

BCA Internet Crimes Against Children and Human Trafficking Investigation Conference

Lieutenant Kulzer and Investigator Palcher attended the BCA Internet Crimes Against Children and Human Trafficking Investigation Conference. This conference is designed to raise awareness and education in Minnesota for law enforcement agencies and collaborative partners in responding, investigating and prosecuting ICAC and Human Trafficking related crimes. Sessions will help attendees identify and respond to victim survivors of these crimes with a trauma-informed and victim-centered approach.

BODY WORN CAMERA DATA REPORT

Month	Number of Videos	Hours of Video	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
December	1,799	413	721	410	13.77 Minutes	58



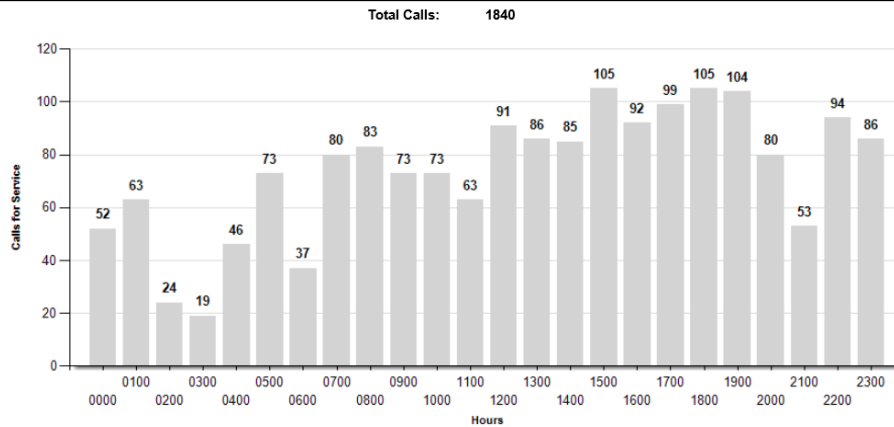
OVERALL CALLS FOR SERVICE

December	2025	2024
Number of Calls for Service	1,766	1,339



Calls for Service Hourly

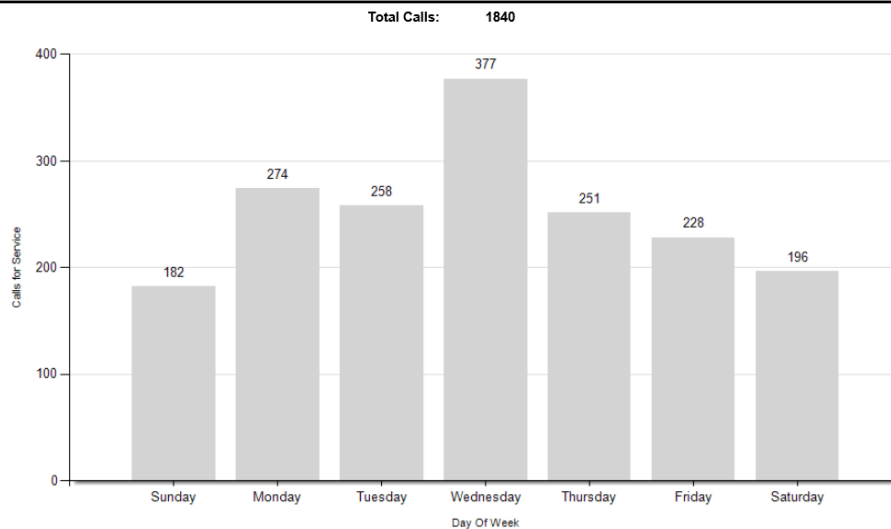
12/1/2025 to 12/31/2025



Calls for Service Day Of Week

Start Date: 12/1/2025

End Date: 12/31/2025



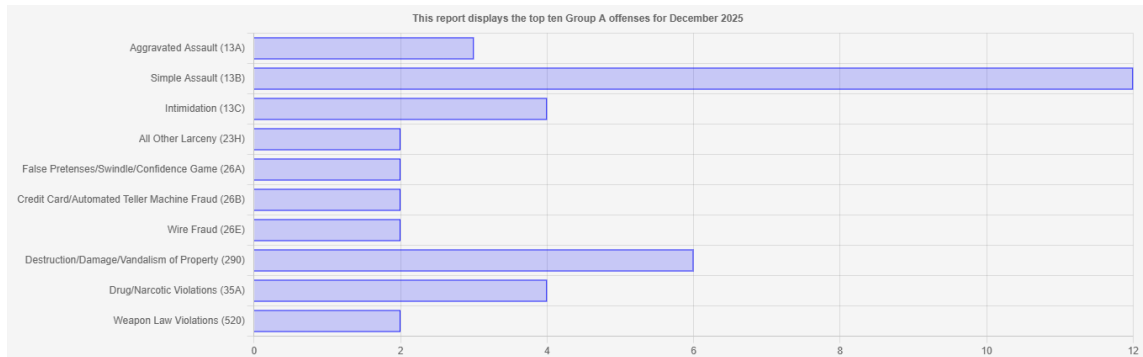
CRIME STATISTICS

Year to Date through Month	2025	2024
Group A Offenses Known or Reported to Police	923	1,053
Group A and B Arrests	843	825

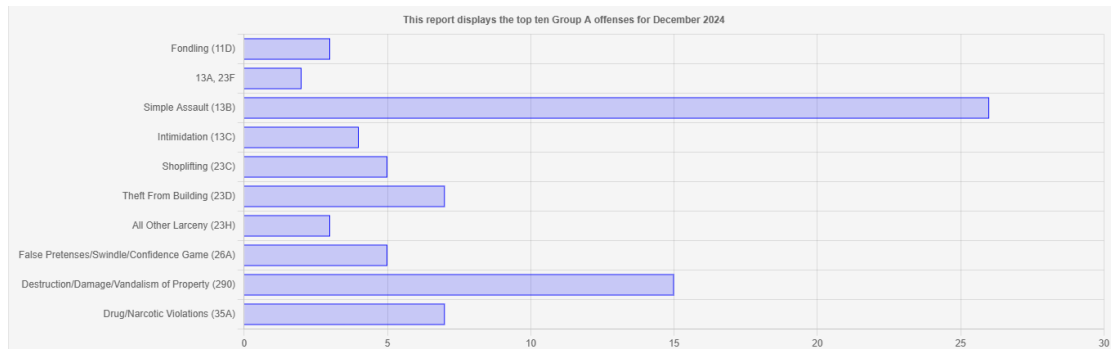
**** Note: 2025 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

December 2025

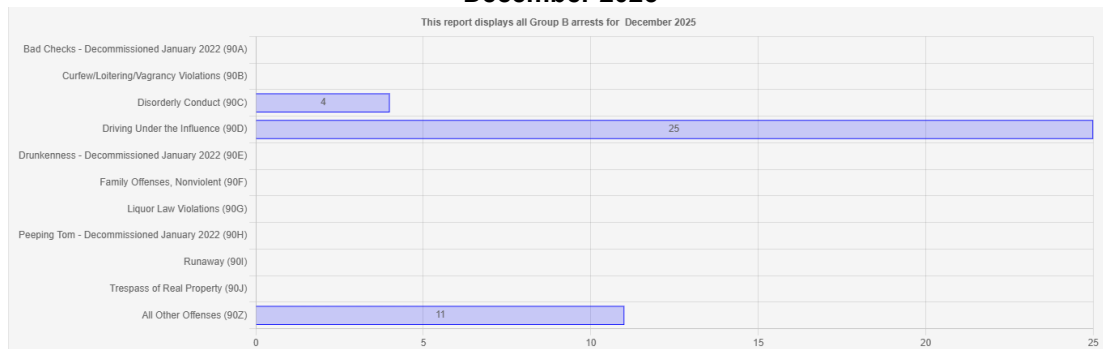


December 2024

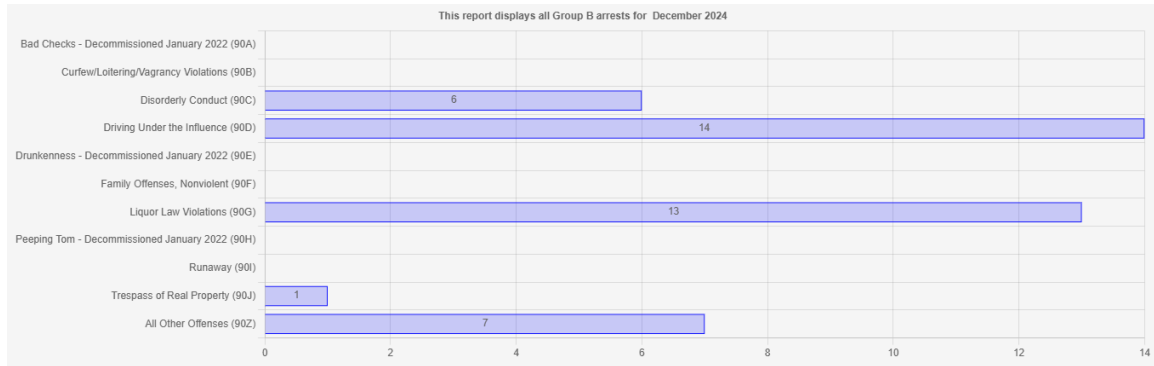


GROUP B ARREST DATA

December 2025



December 2024



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

December	2025	2024
Citations (Inc. Parking Tickets & Written Warnings)	294	124

165 parking tickets were issued in the month of December, with the following dispositions.

7	Dismissed
63	Paid in Full
3	Partial Payments Received
93	No Payment Received

Revenue Recapture Receipts:

2024 Total:	\$8,295.10
2025 To Date:	\$5,714.63

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address
25017850	12/06/25	Conduct on Premises	109 Laurel Street, Apt. 2
25017879	12/07/25	Conduct on Premises	500 4 th Street NW, Apt. 104



COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

December 2025



BUILDING PERMITS

The Community Development Department issued 44 building permits with a total project valuation of \$485,191 in the month of December. Within the Central Business District (prev. River to Rail), 12 permits were issued. These improvements resulted in \$2,326.29 being waived in permit fees.

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

Issued Permits for December 2025		
Type Of Permit	# Issued	Total Project Valuation
Commercial – Building – New/Addition	1	\$350,000
Commercial – Building – Remodel	2	\$100,000
Commercial – Building – Siding	1	\$18,000
Commercial – Mechanical – RTU	1	N/A
Commercial – Plumbing – Water Heater	4	N/A
Commercial – Plumbing - Remodel	3	\$4,900
Engineering – Excavation	2	N/A
Fence	1	N/A
Residential – Building – Accessory Structure	1	\$7,000
Residential – Building – Demolition	1	N/A
Residential – Building – Remodel	1	\$4,491
Residential – Building – Siding	2	N/A
Residential – Building – Windows/Doors	6	N/A
Residential – HUD HOME – Installation	1	N/A
Residential – Engineering – Sewer/Water Repair	1	N/A
Residential – Mechanical – Furnace/Boiler	6	N/A
Residential – Mechanical – Furnace+AC	1	N/A

Residential – Plumbing – Remodel	1	N/A
Residential – Plumbing – Water Heater	7	N/A
Residential – Plumbing – Water Softener	1	N/A
Sign	1	\$800

There was no single-family home permits issued in the month of December.

BUILDING INSPECTIONS

The Community Development Department conducted 105 building inspections and re-inspections in December.

CODE ENFORCEMENT

The Community Development Department conducted 217 code enforcement inspections and re-inspections in December resulting in violations across the following categories:

CODE ENFORCEMENT INSPECTIONS	
Nuisances on a Public Sidewalk	65
Junk/Debris/Blight	3
Zoning Code Violation	7
Unlicensed/Inoperable Vehicle	1
Animal Feces	1
Exterior Structure	1
Total = 78	

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

Direction on Active Code Enforcement Cases

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

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected. Building Official has issued a report 11/3/25 for City Council action to take place.
- 3) **PID 41191502** – Exterior Structure – Issuing a \$300 citation each month until corrected.
- 4) **401 Holly St** – Fence – Issuing a \$300 citation each month until corrected.
- 5) **113 Washington St NE** – Multiple persons residing in a commercial business – Issuing \$100 per day until corrected.
- 6) **320 4th St N** – Fence w/out Permit and constructed incorrectly impeding on neighbor's home without permission. \$300 citation every 10 days until corrected.

VACANT BUILDING REGISTRY

Properties that have completed necessary repairs and improvements

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

Properties that have registered/applied for permits

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

Current Vacant Building Registry Properties

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

RENTAL LICENSES & INSPECTIONS

The Community Development Department issued 3 new rental licenses in the month of December.

The Housing Inspector completed 24 rental property inspections and re-inspections in December.

CONTRACTOR REGISTRATION

The Community Development Department issued contractor 94 registrations in December for calendar year 2026.

STAFF TRAININGS AND CERTIFICATIONS

Stephanie Bestul (Zoning Specialist/ Permit Tech)

February 28th 2025 – Passed Test and Obtained Permit Technician Certification - City Council approved a promotion for Stephanie Bestul to



Zoning Specialist/Permit Tech on October 20th, 2024 with the condition she obtain Permit Technician Certification within one year.

James Kramvik (CDD)

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

Darrin Deseth (Building Official)

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

Jason Stockinger (Building Inspector)

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

James Kramvik (CDD)

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

PLANNING AND ZONING

January 21st Planning Commission Agenda:

- 1) Consider Final Plan and Final Planned Unit Development – Voyageur Heights
- 2) Shoreland Ordinance

Ordinance Itinerary Planning Commission:

- 1) **Section 530 – Shoreland Management Regulations** - The City of Brainerd's existing Shoreland Management Ordinance was last approved by the DNR on 7/25/2003. Current zoning districts do not match/align with the zoning districts identified in the City's Shoreland Management Ordinance. (In Progress – 75% Complete – Negotiating Lot Size, Width, and Impervious Surface with DNR)
- 2) **Comprehensive Plan Update** - The City should consider reviewing the comprehensive plan every five years to ensure all of the goals and objectives listed in the plan are still relevant for the City of Brainerd. (The Planning Commission reviewed objectives at the October 15th meeting and directed staff to make changes. Staff presented an updated RFP at the December 19th meeting. RFP sent to local consultant companies January 7th and published in the newspaper January 10th.)



ECONOMIC DEVELOPMENT

EDA Consultants

The EDA consultants presented their end of year reports and 2026 scope of services at the December 4th meeting. The EDA approved all scope of services contracts for 2026 with SHC, Visit Brainerd, DDBC, BLAEDC, and the City of Brainerd.

Sign Grant and Façade Grant

The EDA directed staff to request the City update its sign ordinance to enhance aesthetics and prohibit banner signs prior to consideration of a matching sign grant. The City has updated its sign regulations and staff presented a sign grant and façade grant at the December 4th EDA meeting. The EDA approved \$25,000 for façade improvements along Washington Street and \$15,000 to improve signage throughout the City.

Washington Street Mitigation Plan

Matt Kilian of the Brainerd Lakes Chamber gave an update on the Washington Street Mitigation Plan. A business meeting has been set in March to give businesses an opportunity to review the plan and provide input. Mr. Kilian also noted that he has been working on additional funding sources and should be able to match what the Brainerd EDA is budgeting. The Brainerd EDA approved \$20,000 in the budget to go towards the mitigation plan.

PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

Address: 722 Laurel St

IN PROGRESS

PZE Process: Conditional Use Permit

Date Issued: 12/2/2024

Project Description: To convert the existing main floor commercial space into two (2) commercial units and the second floor into seven (7) residential apartment units

Project Progress: Property owner has submitted applications and is working on final submittal documents.

Address: 722 Laurel St

IN PROGRESS

Date Issued: 12/2/2024

PZE Process: Variance

Project Description: From the parking requirements for the seven (7) units of additional housing and one (1) additional commercial space.

Project Progress: In progress with the CUP in the remodel process.

Address: 303 J St NE

COMPLETED

PZE Process: Variance

Date Issued: 01/06/2025

Project Description: Variance to exceed the fence height on the side yard (corner) setback requirement for 6' high fences.

Project Progress: Approved and completed.

Address: 9040 Country Manor Way

IN PROGRESS

PZE Process: PUD Amendment

Date Issued: 02/03/2025

Project Description: Amending the original planned unit development plans

Project Progress: In progress – building permits issued and work has started.

Address: 324 5th St S

IN PROGRESS

PZE Process: Conditional Use Permit & Variance

Date Issued: 03/03/2025

Project Description: Adding two (2) residential apartment units on the second floor and variance from the landscaping requirements.

Project Progress: Applicant is working with the building official on the permit requirements. No permits have been applied for yet.

Address: 15770 Dellwood Dr

COMPLETED

PZE Process: Plat for Common Interest Community (CIC)

Date Issued: 03/03/2025

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

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

Address: 310 W Laurel St

DENIED

PZE Process: Rezoning and Zoning Text Amendment

Date Issued:

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

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

Address: 411 N 10th St

COMPLETED

PZE Process: Preliminary Plat

Date Issued: 03/03/2025

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

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

Address: 1926 S 7th St (1919 S 6th St)

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 04/07/2025

Project Description: Renewal of the Interim Use Permit for the Bridges on 7th Warming Shelter

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

Address: NW 3rd Street PID 41040800

DENIED

PZE Process: Conditional Use Permit

Date Issued:

Project Description: Constructing a Boarding House with Attached Apartment

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

Address: 1811 Mill Ave

COMPLETED

PZE Process: Conditional Use Permit

Date Issued: 04/07/2025

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

Project Progress: Approved and completed.

Address: 1511 Northern Pacific Rd

IN PROGRESS

PZE Process: Conditional Use Permit

Date Issued: 04/21/2025

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

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

Address: 1919 S 6th St

IN PROGRESS

PZE Process: Conditional Use Permit

Date Issued: 04/21/2025

Project Description: For the Expansion of Adult Day Care Services
Project Progress: Approved – building permit issued for the remodel.

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

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

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

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

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

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

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

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

Address: 703 7th St N **IN PROGRESS**
PZE Process: Variance **Date Issued:** 09/02/2025
Project Description: To expand a non-conforming side yard setback to allow for the construction of a vertical addition to the home as proposed.
Project Progress: Approved – the applicant’s contractor has applied for the necessary building permits, and the project is in construction.

Address: Parcel #4124152 **IN PROGRESS**
PZE Process: Variance and IUP **Date Issued:** 10/20/2025
Project Description: To allow for a cannabis microbusiness to operate as an accessory use in a current greenhouse and a variance from the allowed 8’ fence height to 10’ as required by the OCM
Project Progress: Approved and in progress

Address: 3424 Oak St **IN PROGRESS**
PZE Process: Rezoning from CN-2 to GC **Date Issued:** 10/20/2025
Project Description: To rezone from CN-2 to GC to allow for an Office building at 3424 Oak Street and amend the future land use map
Project Progress: Approved – the applicant will work towards a building plan

Address: 1005 S 6th St **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/01/2025
Project Description: To continue Operating a Short-Term Rental
Project Progress: Approved and completed.

Address: 712 6th St N **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/01/2025
Project Description: To continue Operating a Short-Term Rental
Project Progress: Approved and completed.

Address: 9995 Island Dr **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/01/2025
Project Description: To continue Operating a Short-Term Rental
Project Progress: Approved and completed.

Address: PID 41290683 **IN PROGRESS**
PZE Process: Rezoning from CN-2 to GC, CUP **Date Issued:** 12/15/2025
Project Description: To rezone from CN-2 to GC to allow for the construction and operation of an animal clinic
Project Progress: Approved – the applicant is working towards the building permits.

Address: 908 Ivy Street **COMPLETED**
PZE Process: Conditional Use Permit Amendment **Date Issued:** 01/06/2026
Project Description: To amend the current CUP to allow for a third garage stall on the rectory
Project Progress: Approved and completed.

Address: PID 41020691 AND 41020682 IN PROGRESS

PZE Process: Preliminary Plat Amendment, Developmental Stage **Date Issued:** 01/06/2026
PUD Amendment

Project Description: To amend the plat due to the EAW review and DWSMA

Project Progress: Approved and project in progress.

MEMORANDUM

TO: Mayor Badeaux and City Councilmembers
FROM: Nick Broyles, City Administrator
DATE: 20 January 2026
SUBJ: City Administrator Report

In addition to routine administrative matters and in preparation of topics and business action items on the Council's work sessions and meeting agendas, the following is a summary of tasks and activities the City Administrator's office has been working on since the last report of 15 December 2025.

Community Engagement

15 Dec: Employee grievance mediation; YMCA board meeting; city council
16 Dec: Skate park discussion; meeting w/charter commission chair; discuss/review public utility position w/HR and public utilities director; better health collective board of trustees meeting
17 Dec: Public utility management team meeting; meeting w/airport staff; joint charter/PUC meeting; planning commission meeting
18 Dec: Discuss Kuepers development re: utilities
19 Dec: Transit meeting w/city staff
23 Dec: Transit update w/city staff; voyageur heights meeting re: water pressure analysis
24 Dec: Staff visit w/electric personnel; discuss snow removal w/public works
30 Dec: Staff charter meeting
31 Dec: Staff visit w/street and parks personnel; meeting w/councilmember and member of the public
2 Jan: Charter discussion w/staff; agenda review w/council president
5 Jan: Staff discussions re: codification
6 Jan: Discuss Kuepers development agreement; staff discussions around as-builts and infrastructure dedications; staff charter meeting
7 Jan: Staff visit w/fire personnel
8 Jan: Transit discussion w/staff; exit interview w/Brainerd high school student job shadow; discuss Kuepers development agreement
9 Jan: Voyageur heights meeting re: lighting and water distribution upsizing; staff charter meeting; continued discussion re: infrastructure and as-builts
12 Jan: Monthly radio show w/WJJY – primarily talked lead service lines project; continued discussion around Kuepers development agreement, and some personnel discussions w/HR
13 Jan: Codification meeting w/american legal publishing and staff; additional personnel conversations
14 Jan: Staff visit w/water distribution personnel; public utility management team meeting; park board discussion w/public works director; homelessness/shelter winter update from community groups; discuss local option sales tax w/staff, Baxter, and their consultant
15 Jan: Agenda review w/council president; monthly lunch-n-learn
16 Jan: Personnel update w/two council members; discuss union questions re: joint wastewater/water positions descriptions

Charter Update

The next charter commission meeting is 21 Jan at 430p and will be a joint meeting with the public utilities commission. Staff meet regularly to develop a draft which meets the expectations of the charter commission.

Human Resources

- **Minnesota Paid Family and Medical Leave:** As of 1 Jan, this new benefit and associated premium payments have taken effect. We have received our first claim and are currently working through the process.
- **Grievance:** A police officer filed a grievance regarding their initial step placement on the 2025 wage grid. During mediation, the employee and union elected to withdraw the grievance.
- **HR Department Staffing Update:** HR Director Schubert's last working day will be 23 Jan. HR Assistant Brittney Kummet will assume that role. In addition, a new HR Assistant was hired and began work on 13 Jan.

Public Works/Utilities/Parks/Transit

Engineering

- Hwy 210/Washington Street project: advertising for bids to engineering firms for inspection on city utilities
- Kick-off meeting with engineering firm for SE Brainerd

Streets

- Priority has been snow removal; crews will be cleaning College Drive and Oak Street
- Clearing select trees at Jaycees Park

Recreation

- Pond hockey is ongoing
- Planning skating party on Saturday, 7 Feb at Memorial Park from 1-4p

Parks

- Priority of downtown snow removal and preparing ice hockey and pleasure rinks

Transit

- 2025 Highlights
 - Operated 254 days in 2025
 - Provided 40,704 trips for riders going to work, school, medical visits, groceries, home, and more – a 2% increase from last year

Fire

The fire department has had a busy start to the new year with several fires and crashes. Four new firefighters began on 1 Jan and will begin their training this month. We also took delivery of a new tender on 31 Dec. Finally, staff continues to work on planning and design for the proposed renovation.

Technology

City-wide computer replacements have been delivered, and setup will begin soon with rollout starting in February. City security software posture is changing to a different vendor - this includes swapping out our SIEM (security information and event management) and endpoint protection as well as changing device management platforms. The entire city network infrastructure (firewalls, switches, etc.) is also being replaced. Setup and configuration are underway now with staging and deployment likely in early March. Research is being conducted to move away from VMware (server virtualization) as their licensing costs have skyrocketed recently after being acquired by Broadcom. Planning stage underway for additional network integration of the public utility network and additional GIS collaboration later in the year. City staff has been supporting Baxter during their IT staff turnover - in the first few weeks of the year there were a few requests and a couple hours of effort, which will be billed as agreed.

Suspense Tracker

Subject	Start Date	Department	Notes	Due Date	% Complete	Status
Stormwater Retention Pond- 1001 Anabec St- Bollig	9/15/2025	Public Works	On 12/1 Council directed staff to go out for proposal to see how much a study into the Stormwater would cost. On 1/5 Council directed staff to hold off on the engineering services, and further explore possibility of water diversion. Staff will Engage with CWC, City of Baxter, and property owners about what this alternative would potentially entail. - oInterest to providing Easement - oWhat Agreements are necessary - oCWC Funding interest (30%) Staff will conduct a Field visit to further observe what is existing Staff will provide memo with findings and recommendations to Council at 2/17 meeting. 1/13/26: Tim, CC Engineer called Mike (PW Director) to discuss the drainage concerns on Bollig's property. If drainage study is requested by council, CC would be asked to assist with cost (30% per maintenance agreement), Tim plans to discuss with commissioner. 1/13/26: Mr. Bollig called to ask the size of Storm drain of SW 6th Street and Cora Street. Mike will research and respond by 1/20.	1/31/2026	25%	In Progress
Kuepers Development	9/17/2025	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 December. 12/1 - City Council reviewed EAW and held public meeting 12/15 - City Council to review EAW findings and will make declaration 12/17 - Planning Commission recommended approval of the preliminary plat and PUD	2/2/2026	50%	In Progress

BlockMetrix- Site Control	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 6/6 - EDA took no action at the June 5th meeting 6/24 - Power Agreement is currently being reviewed by staff and will be reviewed by the PUC 7/2 - Power Agreement has been forwarded to Blockmetrix for review 7/30 - Staff set up a virtual meeting with Blockmetrix - Blockmetrix did not attend - stated that an issue came up 8/15 - Staff virtually met with Blockmetrix - Staff have not received a response 9/11 - Staff will virtually meet with Blockmetrix Staff is waiting on a response from Blockmetrix. 10/28 - 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. 3/5 - Staff will present the EDA with options at the March EDA meeting as VCV is currently in violation of the Development Agreement.	50%	In Progress
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Transit- Baxter Fares	11/24/2025	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. 5/14/25; 11:10am: Brad emailed Mike responding to request to present at Baxter Council regarding Ridership Rates. Waiting a response from Baxter. 11/25/25: Mike emailed Brad ridership numbers and PP presentation. 12/1/25: Nick emailed Brad if Baster is willing to adjust their rates to match Brainerd’s rates? 12/1/25: Brad responded: “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.” 12/1/25: Brad asked for the financial numbers from 2024 & 2025. 12/3/25: Mike emailed Brad, numbers will be sent by 12/5 12/5/25: Mike emailed Brad financial numbers for 2024 and YTD 2025. 12/19/25: Brainerd is waiting a response from Baxter to present to Baxter Council Transit Rates.	2/2/2026	75%	In Progress
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Transit Business Model	10/6/2025	Public Works	10/6/2025 – Consultant presented study to CC – Directed staff to develop a Business Model and present to Council at a later date. 10/13/2025 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/April – 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 determine OT hours. 3. Build model for Bus Drivers with no OT. 12/18/25: Staff met with HR to confirm the Job Descriptions. HR will review and finalize the descriptions and points; then forward points to Finance. 12/22/25: HR will post opening of part-time person. Plan is for this person to start 1/2/26.	2/25/2026	25%	In Progress
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Shoreland Ordinance		Community Dev	9/17 - Planning Commission to review preliminary language 10/15 - Planning Commission reviewed language and directed staff to work with the DNR on four outstanding items. Staff is currently negotiating with the DNR for smaller lot sizes, widths, and increased impervious surface amounts in the Shoreland District. Staff is currently analyzing lot sizes, lot widths, and impervious surface amounts for existing parcels in the Shoreland District. 1/21 - Planning Commission will perform final review of shoreland ordinance and negotiated items. Planning Commission is planning on holding a public hearing at the February meeting. Task is behind original schedule after the Planning Commission directed staff to negotiate with the DNR on minimum lot sizes. Staff adjusted the due date to the end of March.	3/31/2026	75%	In Progress
Annex Improvements	12/8/2025	Public Works	12/8/2025 Council directed staff to retain the Annex as an asset and enter into agreement with HyTech through the Gordian process for repairs. Contract signed and waiting Timeline from HyTech.	6/30/2026	10%	In Progress

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) 6/2 - Ordinance 1581 is set to eliminate future use of Rural Service District- adopted 6/2 (Complete) 6/2 - Public Works Department - Discuss Connection Charges set at 6/2 meeting (complete) 7/7 - Staff to seek direction from City Council regarding the Annexation of Riverside Drive 8/1 - Staff completed interdepartmental review 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 9/9 - City Attorney and City Engineer are discussing final edits 10/13 - City has completed the final document for the proposed orderly annexation agreement 10/30 - City staff met with the County to discuss the agreement 12/29 - Completed legal descriptions (in review) Staff plans to call for a public hearing at the 1/20 City Council meeting	60%	In Progress
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Fire Station #1 Renovation		Fire	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. 11/13/2025 Met with Jory Danielson from CWC and his crew to start the conversations around using some garage space the county has kitty-corner to the fire station to house two apparatus during construction. 12/12/2025 Heard back from Danielson and county is in agreeance to let BFD temporarily utilize the storage shed at no charge. Will work through insurance and agreement with county. 12/15/2025 Continuing to work with Widseth on design. 1/5/2026 From BPU, no current programs or rebates for solar for this project. 1/6/2026 Meetings with Widseth, Door hardware/ access and initial demo planning. IT included in door and access meeting.	10%	In Progress
Charter Discussions		Administration	Staff has been meeting weekly since 11/10 regarding the City of Brainerd Charter 12/17- Charter Commission & PUC met in a joint meeting. Gave direction to staff to present Infrastructure and Public Utilities under the direction of one commission. Next meeting: 1/21/2026 packet was posted on 1/14/2026	15%	In Progress
Improvement 23-12 Beech	1/1/2025	Public Works	Construction- 1st lift was completed for winter	11/1/2026 50%	In Progress
Improvement 17-12 Wright	1/1/2025	Public Works	Construction- 1st lift was completed for the winter.	11/1/2026 50%	In Progress
Improvement 23-14 Hawkins	1/1/2025	Public Works	Construction is complete on the Hawkins portion. The remainder of the construction on Ronald & Joseph will take place in 2026.	11/1/2026 50%	In Progress
Comprehensive Plan Update	12/17/2025	Community Dev	12/17 - Planning Commission recommended approval of the RFP for consulting services 1/5 - City Council authorized staff to send an RFP for consulting services. 1/7 - Staff sent RFP notice to the paper	12/31/2026 10%	In Progress

2027 Budget	1/1/2026	Finance		12/31/2026	0%	Not Started
Airport Resolution		Administration	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 12/8/2025 Council discussed the Airport at its special meeting		25%	In Progress
Codification		Administration	Initial talks have taken place. Obtained a proposal from American Legal Publishing for Council's consideration at the 1/20 meeting.		0%	Not Started
805 Laurel		HRA	Developer is working on financing		10%	Waiting
Pedestrian Bridge		Public Works	Staff is pursuing funding opportunities including State Bonding		25%	Waiting

Water Reclamation and Backwash Project	Public Utilities	Staff is pursuing funding opportunities including State Bonding Awarded \$5 million in special appropriations. 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 value engineer the project to create a guaranteed 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. CMAR proposals were received and reviewed by the selection committee. The CMAR contract with Rice Lake Construction Group was awarded at the September Commission meeting with a preconstruction phase fee of \$8,500. The proposal for professional design, CMAR coordination, and construction engineering and administration for the Water Backwash and Reclaim Facility Improvement project was awarded to Bolton and Menk at the November Commission meeting in the fee, not-to-exceed amount of \$450,700. First pricing and value engineering review meeting held with Rice Lake Construction and Bolton and Menk on December 2, 2025. Project team is in continual plan modifications, pricing review, and correspondence prior to a planned second pricing review meeting to be held in January.	25%	Waiting
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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. Site visit by Senator and Representative Heintzeman on November 25th.	25%	Waiting
Sale of Industrial Properties	Community Dev	6/5 - River Birch Investments submitted a letter of intent to purchase three industrial park lots at \$1 per acre EDA was in favor of the project and directed staff to begin negotiations on a purchase and development agreement 6/16 - City Council directed staff to begin negotiations on a purchase and development agreement and were generally in favor of the project 7/21 - City Council passed ordinance to allow clinics in the industrial district 9/4 - EDA reviewed language and provided direction for a purchase and development agreement with River Birch Investments Developer’s legal team and lender is reviewing the preliminary purchase and development agreement	25%	In Progress
Gustafson Park Development	PW/CDD	5/27 - Brainerd HRA presents potential development of Gustafson 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. 12/8 - City Council directed staff to bring a preliminary plan to the Park Board for a formalized recommendation and receive a quote from a surveying company to replat the property (1/27) 12/17 - Staff received estimate to replat Gustafson Park	35%	In Progress

Massage Therapy ordinance	Police	10/22/25 – Lt. Kulzer met with Lutheran Social Services (LSS) Regional Coordinator of Safe Harbor. Specializes in youth and human trafficking. Discussed elements of illicitly run massage therapy providers. 10/29/25 – Chief Davis and Lt. Kulzer met with 30-year massage owner/operator Discussed lack of oversight by the State governing massage therapy. Recommendations for training, licensing, and oversight. 11/6/25 – Lt. Kulzer had continued discussion with LSS Safe Harbor Regional coordinator. Discussed potential licensing requirements. November 2025 – Lt. Kulzer reviewed massage therapy ordinances from St. Cloud, Willmer, Edina, Moorhead, Detroit lakes, and Rochester. 12/1/25 – Council direction to proceed with ordinance creation. 12/10/25 – Lt. Kulzer and Inv. Palcher attended the Minnesota BCA Internet Crimes against Children and Human trafficking conference. Illicit massage therapy and human/employment trafficking discussed as a nationwide problem. 12/11/25 – Lt. Kulzer discussed with assistant county attorney, who specializes in sex crimes the potential passage of a ordinance, which she supports as a tool to combat sex trafficking. 12/29/25 – Lt. Kulzer met with local owner/operator and discussed what elements should be included in an ordinance.	40%	In Progress	
Completed in 2026					
Misdemeanor Prosecution Agreement	Administration	Agreement with Severson Porter (12/1) Staff has sent the agreement to the cities of Nisswa & Baxter to get approval from their Councils. Executed fully on 1/5.	1/31/2026 100%	Complete	1/15/2026

RESOLUTION
Xx:26

RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
October 1, 2025- December 31, 2025

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

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

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

SEE ATTACHED LIST OF DONORS

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

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

Adopted this 20th day of January 2026

MIKE O'DAY
President of the Council

Approved this 21st day of January 2026

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

MEMO



TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: January 13, 2026
SUBJECT: 2025 – 4th Quarter Donation

Brainerd Fire Department received the following donations in the 4th quarter:

Kwik Trip	\$ 1,000.00	General Equipment/Operating
Michael Bialka	\$ 100.00	Alarm Check Donation – Equipment
Diane Searcy	\$ 25.00	Alarm Check Donation – Equipment
Barbara Owens	\$ 50.00	Alarm Check Donation – Equipment
Joy Nordby	\$ 50.00	Alarm Check Donation – Equipment

Feel free to contact me with any questions.

Brainerd Parks and Recreation

Contributions and Donations November-December

[illegible]

MEMO

TO: Connie Hillman, Finance Director

FROM: John Davis, Chief of Police

DATE: 1/13/26

RE: 4th Quarter 2025 Donations

The Brainerd Police Department received the following in donations from October to December 2025:

- FIRST IMPRESSION PRINTING: Halloween flyers printed– in-kind \$270 value
- CROW WING COUNTY RPM: Crime Prevention \$500

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

\pz



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: MN Lawful Gambling Application- Exempt Permit - CLC

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

**Agenda request forms will now be included for lawful gambling applications due to the new item format

RECOMMENDED ACTION/MOTION

Approve MN Lawful Gambling Application Submitted by Central Lakes College Foundation for an Event to be held on April 9th, 2026 at 501 W College Drive

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: MN Lawful Gambling Application - Exempt Bingo - Knights of Columbus

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

**Agenda request forms will now be included for lawful gambling applications due to the new item format

RECOMMENDED ACTION/MOTION

Approve MN Lawful Gambling Application for Exempt Bingo Submitted by the Knights of Columbus for Events to be held on February 1, 8, 15, & 22 at 404 N 9th St

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: MN Lawful Gambling Application- Exempt Permit - YMCA

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

**Agenda request forms will now be included for lawful gambling applications due to the new item format

RECOMMENDED ACTION/MOTION

Approve MN Lawful Gambling Application for Exempt Permit Submitted by the Brainerd Family YMCA for an Event on March 19th, 2026 at 1511 Northern Pacific Rd

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: 2026 Transfers

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER:

ESTIMATED TIME (MIN): N/A

SUMMARY OF ISSUE

The following transfers were included in the 2026 budget:

General Fund to Airport Fund	\$215,000
General Fund to Mayor Contingency Fund	2,500
Public Safety Fund to Fire Capital Fund	167,000
Public Safety Fund to Debt Service Fund (310)	40,451
Public Safety Fund to Capital Fund	65,000
Construction Fund to Street Fund	100,000
Storm Sewer Fund to Recycling Fund	1,500
Capital Fund to General Fund	50,000

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Approve transfers as presented.

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Resignation - Paid on-call Firefighter Tyler Ogren

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Tim Holmes, Fire Chief, Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Tim Holmes, Fire Chief, Kris Schubert, **ESTIMATED TIME (MIN):** N/A - consent calendar
Human Resources Director

SUMMARY OF ISSUE

On January 9, 2026, Paid on-call Firefighter Tyler Ogren submitted his letter of resignation. Tyler Ogren's last working day was Friday, January 9, 2026.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Accept the resignation of Paid on-call Firefighter Tyler Ogren effective January 9, 2026.

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Reclassify - Police Intern Wyatt Andres to Community Service Officer

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, John Davis, Police Chief

ESTIMATED TIME (MIN): N/A - consent calendar

SUMMARY OF ISSUE

Wyatt Andres began his employment with the City in October 2025 as a Police Intern, a role that qualified the City to receive funding assistance through Sourcewell's Internship Reimbursement Program. His final day serving as a Police Intern will be February 3, 2026. Effective February 4, 2026, Wyatt will transition into the position of Community Service Officer (CSO). This reclassification will not result in a wage adjustment, as Police Interns and CSOs both earn the same rate of \$22.56 per hour.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Motion to reclassify Wyatt Andres to a Community Service Officer effective February 4, 2026.

FINANCIAL IMPACT

CSO positions are included in the 2026 budget.



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Hiring - Police Records Management Technician Brandi Westom

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, John Davis, Police Chief

ESTIMATED TIME (MIN): N/A - consent calendar

SUMMARY OF ISSUE

We received 51 applications for the Police Records Management Technician position. Staff interviewed seven applicants and made an offer to Brandi Westom. Brandi will start with us on January 21, 2026, at Step 1 of the 2026 Police Records Management Technician Wage Grid (\$26.80 per hour).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Ratify the hiring of Brandi Westom for the Police Records Management Technician position effective January 21, 2026; further, that she be placed on Step 1 of the Police Records Management Technician wage grid (\$26.80 per hour).

FINANCIAL IMPACT

This position was included in the 2026 budget.



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Hiring - Community Service Officers Caleb Wahlstrom and Kieran Groetsch

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, John Davis, Police Chief

ESTIMATED TIME (MIN): N/A - consent calendar

SUMMARY OF ISSUE

We received 18 applications for the Community Service Officer (CSO) position. Staff invited three to interview and made an offer to both Caleb Wahlstrom and Kieran Groetsch. Both Caleb and Kieran will start with us on January 20, 2026, at \$22.56 per hour.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Ratify the hiring of Caleb Wahlstrom and Kieran Groetsch as Community Service Officers effective January 20, 2026; further, that they be paid \$22.56 per hour.

FINANCIAL IMPACT

The positions are included in the 2026 budget.



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Hiring - Temporary Transit Operations Assistant Amy Christensen

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Mike Habighorst, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, Mike Habighorst, Public Works Director

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

SUMMARY OF ISSUE

On December 15, 2025, the City Council approved the hiring of a temporary, part-time Transit Operations Specialist. Two applications were received, and Amy Christensen was selected for the position. Ms. Christensen previously served in this role last year. She has been placed at Step 1 of the Transit Operations Specialist wage grid, consistent with our standard practice for part-time staff.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

MN state law allows temporary staff to be employed for up to 67 working days in a calendar year before union representation is required.

RECOMMENDED ACTION/MOTION

Ratify the hiring of Amy Christensen for the temporary, part-time Transit Administrative Specialist position effective January 2, 2026, at \$25.87 per hour.

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Police Department Involvement in Landlord - Tenant Matters

AGENDA: Consent

ACTION REQUESTED: Information Only

SUBMITTED BY: John Davis, Police Chief

DEPARTMENT: Police

PRESENTER: John Davis, Police Chief

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

This explanation of the police department's role in landlord-tenant matters is provided in response to recent public forum comments and a subsequent inquiry from a council member.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

First, it's important to understand the police department's role. Most landlord-tenant issues are civil matters and are ultimately resolved through the courts, not by law enforcement. Our officers don't enforce leases, contracts, or evictions. Instead, our focus is on public safety, keeping situations from escalating and stepping in when criminal behavior is involved.

When officers respond to landlord-tenant calls, their job is to keep the peace, assess whether a crime has occurred, and take action if it has. If there's no criminal violation, officers explain the appropriate civil options and help both parties understand the limits of what law enforcement can legally do. This protects everyone's rights and ensures due process.

We also support landlords in a proactive way. The police department hosts and facilitates monthly landlord meetings during the academic year. These meetings give landlords, city staff, and law enforcement a regular opportunity to communicate and problem-solve together.

At those meetings, we share information about crime trends, talk through common issues landlords are seeing, and explain the difference between civil and criminal processes. We also review city ordinances, discuss changes in laws or procedures, and provide practical training such as drug identification to help landlords recognize issues early and respond appropriately.

One of the biggest benefits of these meetings is relationship building. They give landlords a place to ask questions, raise concerns, and get clear, consistent information directly from the police department. That clarity helps prevent misunderstandings, reduces unnecessary calls for service, and strengthens cooperation overall.

In short, the Brainerd Police Department supports landlords and tenants by maintaining public safety,

enforcing criminal law when needed, clearly defining our role in civil disputes, and staying actively engaged with the rental housing community through ongoing education and collaboration.

RECOMMENDED ACTION/MOTION

None

FINANCIAL IMPACT

None



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Sale of Fire Apparatus

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Tim Holmes, Fire Chief

DEPARTMENT: Fire

PRESENTER: Tim Holmes, Fire Chief

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE

With the delivery of our new fire truck, Tender 25, authorize the sale of retired fire truck Tender 4 directly to the Jacobson Fire Dept. Tender 4 is a 2004 General Safety International 4400 Series fire truck, a water tender. Also, with the new delivery, the department is also able to retire Tender 3, a 1992 Chevy 3-Ton CC Kodiak with an 850 gallon water tank. Tender 3 was acquired from the MN DNR in 2006 and refurbished by the department.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The value of Tender 4 was determined by consulting with the vendor of the new fire truck and various fire truck resell sites. \$55,000 is a fair price considering the age and condition of the vehicle.

Current online listings for a similar type of fire truck:

Fenton Fire Used Fire Trucks: 2024 Freightliner 2000 gallon Tender Asking \$57,300

Fenton Fire Used Fire Trucks: 2005 Freightliner Tender with a 750 GPM Pump Asking \$59,900

Brindlee Mountain Used Fire Trucks: 2004 E-One 2000 gallon Tender Asking \$57,300

RECOMMENDED ACTION/MOTION

Move to approve the sale of Tender 4, a 2004 General Fire Safety International 4400 Series fire truck to Jacobson Fire Department for \$55,000 and approve the sale of Tender 3, a 1992 Chevy 3-Ton CC Kodiak, using the public auction site.

FINANCIAL IMPACT

\$55,000 from sale of Tender 4 to Fire Capital Acct. Proceeds from the sale of Tender 3 will go back into Fire Capital Acct.

From: [Wayde Kirvida](#)
To: [Tim Holmes](#)
Subject: RE: Brainerd Fire value of old tender
Date: Wednesday, January 14, 2026 3:09:22 PM
Attachments: [image001.png](#)

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

Hi Tim

Considering the condition, mileage, tank capacity, and dump chutes, we would place this truck in the \$40-70k range. Good luck!

Wayde Kirvida
Custom Fire

From: Tim Holmes <tholmes@ci.brainerd.mn.us>
Sent: Friday, December 12, 2025 12:58 PM
To: Wayde Kirvida <Wayde@customfire.com>
Subject: Brainerd Fire value of old tender

Wayde,

If you have a minute, could you give me a rough idea what our old tender is work.

2004 International 4000 Series
About 20000 miles
4 door
1800 tank
Small pump
Dump chutes both side and rear, manual.

Let me know your thoughts.

Thank you



Tim Holmes | Fire Chief
City of Brainerd | 23 Laurel St. Brainerd, MN 56401
☎ (218) 828-2312 | ✉ tholmes@ci.brainerd.mn.us



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: YMCA Request to Fund Community Pool at the new Brainerd YMCA

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Shane Riffle

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE

The YMCA is seeking partnership with the City of Brainerd to fund community pool at the new YMCA facility.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

YMCA staff are here to present the total project cost, funding from other agencies and what the YMCA is asking from the City of Brainerd to fund the new community pool. YMCA will also share partnership benefits after the pool is built and what the City of Brainerd can view as outcomes from the partnership and funding support.

If directed by City Council, staff will work with Baker Tilly to find funding opportunities to fund a community pool at the new YMCA facility.

When staff have specific funding avenues from guidance from Baker Tilly with the estimated cost to the City, staff will seek final approval from the City Council to issue the debt to fund the project.

RECOMMENDED ACTION/MOTION

Direct City staff to work with Baker Tilly to find funding options to build community pool at the new YMCA facility.

FINANCIAL IMPACT

Unknown at this time.

PROPOSAL FOR CITY OF BRAINERD | YMCA AQUATIC CENTER PARTNERSHIP



PARTNERSHIP OVERVIEW

FROM PAST TO PRESENT

What began as a “Railroad YMCA” in 1889 to support the wellness needs of the Northern Pacific workers and their families evolved into a central community hub that welcomes and serves all.

Annually the Y serves more than 3,000 men, women, and children – regardless of age, income or background. This includes:

- \$506,152 in scholarships, financial assistance, and subsidies to ensure access to everyone
- 76,140 meals and snacks to children in our care
- 624 children thrive in our childcare, after school program and summer day camp
- 1,342 youth were able to learn sport specific skills while also learning important life lessons which help make them more successful in life
- 1,634 youth participated in aquatic safety and swim lessons and are now safer in and around water

A NEW AQUATICS CENTER

As we seek to address growing needs facing our community, the Y has a bold vision to strengthen wellness, health, connection, and a sense of belonging. This vision includes a new aquatic center.

THROUGH PARTNERSHIP with the YMCA to build a community pool within a larger multi-use facility offers both immediate and long-term benefits for a municipality. A YMCA operated aquatic center provides a welcoming, inclusive space where families can come together, children can learn essential water-safety and swim skills, and community members of all ages can enjoy healthy recreation year-round.

YMCAs have a demonstrated track record for building and managing aquatic centers with the highest level of consistency and operational excellence. Nationwide, municipalities partner with the YMCA to make community aquatic centers a reality.

The YMCA not only builds and operates these high-quality facilities but also actively engages the community through accessible programs, outreach, and collaboration. The Y continues to lead with a proven model of community impact.

COMMUNITY BENEFIT

Offering affordable “pool pass” options (to geographically defined Brainerd residents), rather than requiring full memberships, ensures that every resident—regardless of income or schedule—has access to safe, structured aquatic activities. This helps reduce idle time for youth, supports positive childhood development, and gives families and older adults meaningful ways to stay active and connected. Economically, the facility becomes a driver for local vitality: attracting visitors, supporting workforce retention by improving quality of life, and serving as a catalyst for future development. Through shared investment and shared impact, a municipal-YMCA partnership creates a lasting community asset that strengthens health, safety, belonging, and economic vibrancy.

The University of Minnesota Extension estimates the proposed expansion of the Brainerd Lakes Area YMCA ***will generate (in total) approximately \$51.9 million of economic activity*** in Crow Wing County. This includes \$21.1 million in labor income. The project will support employment for 340 people. The Brainerd Lakes Area YMCA is anticipating spending \$34.4 million on the project.

FUNDING REQUEST- Schematic Design Estimate for Aquatic Center- *provided by Nor-Son and ORB Management

- HVAC Equipment
- Super Structure
- Equipment
\$4,000,000

The Y has a solid roadmap for achieving our vision - made possible through a diverse mix of funding sources, including city investment, private philanthropy, and strategic partnerships that reflect our shared commitment to a community.

COMPREHENSIVE PROJECT CAPITAL STACK

Key Partner - Hospital System	3,000,000	5,000,000
Key Partner - Municipality	3,500,000	5,000,000
Key Partner - <u>Sourcewell</u>	5,000,000	7,000,000
NMTCs	5,000,000	7,000,000
Foundations	0	1,000,000
Grants	0	1,000,000
Major Gifts	1,500,000	8,000,000
Community Gifts	100,000	250,000
TOTAL	18,100,000	34,250,000



PROCESS TIMELINE

PRE-CONSTRUCTION

- Work with municipal advisor to identify preferred funding pathway (city/YMCA staff)
- Communicate plan with individual Council members (city/YMCA staff)
- Develop and present plan to City Council (municipal advisor/city/YMCA staff)
- Build partnership contract- potentially as a condominium agreement where the aquatic portion is owned by the City of Brainerd (example: Treasure Valley Family YMCA/Boise City)
- Allocate funding toward project

CONSTRUCTION

- Develop community communication plan (cooperative)
- Build co-branding materials (cooperative- YMCA lead)
- Develop groundbreaking ceremony- PR plan (YMCA lead- cooperative)
- Develop Brainerd resident benefit/aquatic center use package (YMCA)
- Develop partnership membership benefit for FT/PT/Seasonal City employees (YMCA)

POST CONSTRUCTION

- Build update/reporting process as may be required through funding process
- Develop structure for YMCA and City of Brainerd to provide annual or regular updates
- Build strategy to regularly market the amenity to the target community.



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Advertise Request for Proposal - SAHA Funds

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

The City received \$96,242 in December 2024 from the Statewide Affordable Housing Aid. The Aid is to help counties, tribal governments and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions. In 2025, the City Council directed staff to advertise the funds publicly and consider options at a future meeting. At the August 18th City Council meeting, the Council reviewed two proposals and awarded \$70,000 to Lakes Area Habitat for Humanity for the construction of two single-family homes. The City of Brainerd received \$40,121 in 2025.

Staff has attached a document from the MN Department of Revenue that outlines eligibility requirements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

In order for developers to plan summer construction projects, staff recommend advertising the available SAHA funds at the beginning of 2026. Available funds include the remaining balance of \$34,484 that needs to be expended by 12/31/28, along with the \$40,121 awarded in 2025 for a total of \$74,605. Staff is asking for authorization to advertise for 2025 SAHA funds with a February 20th deadline to receive proposals. This timeline would allow City Council to award funds at the March 2nd City Council meeting.

RECOMMENDED ACTION/MOTION

Motion for staff to advertise for proposals for available SAHA funds with a February 20th submittal deadline.

FINANCIAL IMPACT

N/A

Statewide Affordable Housing Aid

Statewide Affordable Housing Aid helps counties, Tribal nations, and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions to keep families from losing housing and to help those experiencing homelessness find housing. Aid was first paid in 2023.

[Open All \[+\]](#) [Close All \[-\]](#)

About the Program

The Department of Revenue certifies amounts for eligible Tribal nations, counties, and cities by August 1 each year. We base this certification on current laws, including any changes from the most recent legislative session.

A summary of how aid was calculated is included with each year's certification.

In 2023, Statewide Affordable Housing Aid was paid in one installment on December 26. Beginning in 2024, it will be paid to cities and counties in two equal installments in the year after it is certified. The first half will be paid each year on July 20 and the second half on December 26. The aid for Tribal nations will be paid each year in one installment by December 26 of the year it is certified.

2026 Certification

Tribal nations - 2026 Statewide Affordable Housing Aid Amounts (The aid amounts for Tribal nations will be calculated and certified by August 1, 2026.)

[Counties - 2026 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2026 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2026 Statewide Affordable Housing Aid](#)

2025 Certification

[Tribal nations - 2025 Statewide Affordable Housing Aid Amounts](#)

[Counties - 2025 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2025 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2025 Statewide Affordable Housing Aid](#)

2024 Certification

[Tribal nations - 2024 Statewide Affordable Housing Aid Amounts](#) (Due to law changes during the 2024 legislative session, the aid amounts for Tribal nations were recalculated and recertified on July 31, 2024.)

[Counties - 2024 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2024 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2024 Statewide Affordable Housing Aid](#)

2023 Certification

[Tribal nations - 2023 Statewide Affordable Housing Aid Amounts](#)

[Counties - 2023 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2023 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2023 Statewide Affordable Housing Aid](#)

Use of Aid

Funds from this aid program must be spent on a qualifying project by December 31 in the fourth year following the year after the aid was received.

Funds will also be considered spent if both of these conditions are met:

- A county or eligible city demonstrates to Minnesota Housing that the city or county cannot expend funds on a qualifying project by the deadline due to factors outside the control of the city or county
- The funds are transferred to a local housing trust fund

Funds transferred to a local housing trust fund must be spent on a project or household that meets affordability requirements.

Qualifying Projects

Qualifying projects include:

- Emergency rental assistance for households earning less than 80% of area median income as determined by the United States Department of Housing and Urban Development
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing
- Construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing for households that have incomes not exceeding:
 - **For homeownership projects**, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
 - **For rental housing projects**, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- **For areas outside Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington counties:** the development of properties that are rented at market value if the relevant unit of government submits with their report to Minnesota Housing a resolution and supporting documentation showing that the area meets the requirements of Minnesota Statute 462A.39, subd. 4, para. (a)

Go to the [Minnesota Housing Local and Statewide Affordable Housing Aid](#) page for more information about qualifying projects.

Affordability Requirements

Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

Projects are prioritized that provide affordable housing to households with incomes that:

- **For homeownership projects**, do not exceed 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- **For rental housing projects**, do not exceed 50% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

Priority may be given to projects that:

- Reduce disparities in home ownership
- Reduce housing cost burden, housing instability, or homelessness
- Improve the habitability of homes
- Create accessible housing
- Create more energy- or water-efficient homes

Gap financing is the difference between the costs of the property and either:

- The market value of the property upon sale
- The amount the targeted household can afford for housing, based on industry standards and practices.

If aid from this program is used for demolition or removal of existing structures, the cleared land must be used for the construction of housing to be owned or rented by persons who meet the income limits described above.

If an aid recipient uses the aid on new construction of a building containing more than four units, the loan recipient must construct, convert, or adapt the building to include:

- The greater of at least one unit or at least 5% of units that:
 - Are accessible as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota

- Include at least one roll-in shower
- The greater of at least one unit or at least 5% of units that are sensory-accessible with:
 - Soundproofing between shared walls for first and second floor units
 - No fluorescent lighting in units and common areas
 - Low-fume paint
 - Low-chemical carpet
 - Low-chemical carpet glue in units and common areas

Note: These guidelines do not relieve a project funded by this aid program from meeting other applicable accessibility requirements.

Reporting to Minnesota Housing

Beginning in 2025, aid recipients must submit a report annually to Minnesota Housing no later than December 1. The report must include documentation of the location of any unspent funds distributed and of qualifying projects completed or planned with funds.

Go to the [Minnesota Housing Local and Statewide Affordable Housing Aid](#) page for more information about reporting.

Tribal Nation Application

All 11 federally recognized Tribal nations located in Minnesota are eligible to receive aid.

Eligible Tribal nations may choose to receive aid by:

1. Emailing PropTax.Admin@state.mn.us by January 15 of the year they would like to start receiving aid
2. Certify their most recent estimated number of enrolled members to PropTax.Admin@state.mn.us by March 1 of each year

Questions?

For more information about this program, including answers to frequently asked questions, go to the [Minnesota Housing Local and Statewide Affordable Housing Aid](#) page.

You can email us about aid distribution at PropTax.Admin@state.mn.us.



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Proposal - City Code Codification Services

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): 10 minutes

SUMMARY OF ISSUE

City council budgeted \$50,000 in 2026 for codification of our city code. The codification process would present the city code in a more user-friendly digital manner, and would remove duplicate and dated language. It is recommended that a city codify its code every 10-15 years. Staff believes that the last time the city did a complete code codification was in 1985, and then parts of it through an internal process between 2006 and 2010. Staff reached out to LMC and they use American Legal Publishing (ALP) as their codification consultant. Attached you find a proposal from ALP to perform codification of our code.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The estimated cost of codification is approximately \$25,000-\$30,000 (\$22,950 estimated base rate + \$1,250 one-time setup fee for Internet format = \$24,200). The range is for a contingency for total page count, and time to insert definitions throughout the code. Pages 3 and 4 of the proposal list various options for the council to consider. The council can choose the options now or select in future years. When staff reviewed the options, we felt that the definitions would be beneficial.

Ongoing maintenance costs are estimated to be about \$2,000-\$3,000 annually. There will be an annual \$695 internet hosting fee (increase 2% each year). The rest of the cost is variable depending on the number of pages that change each year, as well as additional definitions that need to be added etc. The cost per page is either \$19 or \$22 a page plus an annual increase in price.

It has been decades since the last codification was done. Staff has discussed internally for years some of the issues with the current code including: sections that are inconsistent with other sections, obsolete and outdated language, and references to state statutes that no longer exist. Moreover, staff discussed performing codification internally. However, after receiving the proposal, staff feels using ALP would be more cost-effective and the process would be more timely.

RECOMMENDED ACTION/MOTION

Move to authorize staff to enter into agreement with ALP for codification services.

FINANCIAL IMPACT
As refelected above

Code of Ordinances

Proposal for Brainerd, MN



League of Minnesota Cities
145 University Avenue West
St. Paul, MN 55103-2044

Kyle Hartnett, Esq.
Codification Attorney
(651) 215-4084



American Legal Publishing, LLC
525 Vine Street, Ste. 310
Cincinnati, OH 45202

Ray Bollhauer, Esq.
President
(800) 445-5588

**LEAGUE OF MINNESOTA CITIES
and
AMERICAN LEGAL PUBLISHING
PROPOSAL FOR BRAINERD, MINNESOTA**

TABLE OF CONTENTS

- 1) Letter
- 2) Qualifications and Experience
Key Personnel Profile
- 3) References
- 4) Proposed Agreement
- 5) Sample Code Style
- 6) Internet Services; Search & Retrieval Program
- 7) Additional Services via International Code Council
- 8) Sample Legal Report



CONNECTING & INNOVATING
SINCE 1913

December 15, 2025

Nick Broyles
City Administrator
501 Laurel Street
Brainerd, MN 56401

Re: Codification of Ordinances

Dear Mr. Broyles:

As requested, enclosed is the League of Minnesota Cities' proposal for codification of the city ordinances. As part of the League's Codification Services Program, American Legal Publishing who is the codification consultant to the League, will assist the League by performing the editorial and publishing aspects of the codification project. **The League's experience in codifying Minnesota municipal ordinances is unmatched. We currently provide codification services to over 300 Minnesota cities.**

A recodification includes incorporating new ordinances, updating the index and tables as needed, reformatting the pages into a new typestyle, including single or dual column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistency between sections in the code and inconsistency with the code and state statutes. Additionally, there might be some reorganization and renumbering of the code if necessary. New binders and divider tabs are included in the price. There is also the option to have us post the code on the internet in a searchable format.

In future years, new ordinances can be easily added to your code with American Legal's supplement services. And, when you need a model ordinance, simply call us; we don't charge for providing model ordinances. You can also search all codes on our internet site free of charge when you feel like looking for models yourself.

Should you have any questions about the proposal, please call us.

Sincerely,

RAY BOLLHAUER, Esq.
ALP President

(800/445-5588)
rbollhauer@amlegal.com

KYLE HARTNETT, Esq.
LMC Codification Attorney

(615/215-4084)
khartnett@lmc.org

If signing contract, please return to Ray at:

American Legal Publishing
525 Vine Street, Ste. 310
Cincinnati, OH 45202

QUALIFICATIONS AND WORK EXPERIENCE

The League of Minnesota Cities proposes to work in conjunction with its Codification Consultant, American Legal Publishing, to perform this project for the City of Brainerd.

The League's codification attorney will assist American Legal in performing a legal review of the code. In addition, American Legal Publishing will perform the editorial and printing work for the project.

American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in **1934** and became a separate corporation in 1979. Beginning in 2006, it became primarily employee-owned, and is now a Member of the International Code Council Family of Solutions.. The editorial support staff consists of over 20 experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor is a college graduate with a degree in English, Journalism, or Law. Today, American Legal serves nearly 3,400 local government clients across the nation, ranging in size from New York, Los Angeles, Philadelphia, Chicago, Dallas and Boston, to cities with populations under 500.

The League of Minnesota Cities has provided quality codification services to over 250 member cities during the last decade. This joint effort between LMC and ALP will allow your city to have the best of both worlds utilizing American Legal's codification expertise and the League's vast experience with Minnesota law and Minnesota local government.

The primary contact persons for this project will be Kyle Hartnett, Codification Attorney with The League of Minnesota Cities. American Legal's project coordinator will be Ray Bollhauer, President and Staff Attorney.

The only work which is subcontracted is the printing of code binders and tab dividers.



KEY PERSONNEL

LEAGUE OF MINNESOTA CITIES:

KYLE HARTNETT

- B.A. Political Science, Saint John's University (Minnesota)
- J.D. Hamline University School of Law
- Serves as a League of Minnesota Cities Staff Attorney in charge of codification program and as an Assistant Research Manager.

AMERICAN LEGAL PUBLISHING:

RAY G. BOLLHAUER - PRESIDENT

- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Former Trustee and Past President of local Council
- Program Coordinator for League of Minnesota Cities codification program

American Legal has 13 attorneys and 3 paralegals on staff.

REFERENCES

City of Brooklyn Park
5200 85th Avenue N.
Brooklyn Park, MN 55443
Contact: Devin Montero
City Clerk
(763) 493-8180

City of Benson
1410 Kansas Avenue
Benson, MN 56215
Contact: Val Alsaker,
City Clerk
(919) 894-3553

City of North Saint Paul
2526 7th Avenue E.
North St. Paul, MN 55109
Contact: Jennie Kloos
Deputy City Clerk
(651) 748-2572

Other custom code clients: Aitkin, Amboy, Apple Valley, Arden Hills, Aurora, Austin, Avon, Babbitt, Backus, Bagley, Baldwin, Barnesville, Barnum, Battle Lake, Becker, Big Lake, Blooming Prairie, Bloomington, Braham, Brooten, Brownsville, Browton, Buhl, Byron, Cambridge, Cannon Falls, Carver County, Center City, Centerville, Chisholm, Clara City, Clarissa, Cokato, Cologne, Columbia Heights, Cook, Cosmos, Crookston, Crosby, Currie, Dassel, Dayton, Deephaven, Dilworth, Eagle Bend, East Grand Forks, Eden Valley, Elbow Lake, Elysian, Emily, Eyota, Fairmont, Forest Lake, Fulda, Gaylord, Gilbert, Glenwood, Good Thunder, Goodview, Grand Marais, Granite Falls, Grygla, Ham Lake, Hamburg, Hampton, Harris, Hastings, Hector, Henderson, Hinckley, Hokah, Hoyt Lakes, Hutchinson, Jackson, Jenkins, Jordan, Kassota, Kasson, Keewatin, Kettle River, LaCrescent, Lafayette, Lake City, Lake Crystal, Lake Elmo, Lakefield, Lakeland, LeSueur, Lewiston, Lindstrom, Lino Lakes, Litchfield, Lonsdale, Luverne, Madelia, Madison, Madison Lake, Mahnomon, Mantorville, Mapleton, Mayer, Maynard, Menahga, Milaca, Monticello, Montrose, Mora, Morris, Morristown, Motley, Mounds View, New Germany, New Prague, New York Mills, Newport, North Mankato, North Oaks, Oronoco, Ortonville, Osakis, Osseo, Owatonna, Park Rapids, Parkers Prairie, Perham, Pine River, Pipestone, Plato, Preston, Proctor, Redwood County, Redwood Falls, Robbinsdale, Rock County, Rushford, Rushmore, St. Anthony, St. Bonifacius, St. Charles, St. James, St. Michael, Sandstone, Sauk Centre, Scandia, Shakopee, Shorewood, Slayton, Spicer, Spring Valley, Stacy, Stewartville, Verndale, Virginia, Wabasha, Wadena, Wanamingo, Warren, Warroad, Waseca, Waseca County, Waterville, Watkins, Waverly, Wells, West St. Paul, Winnebago, Worthington, Wright County and Zumbrota.

CODIFICATION SERVICES AGREEMENT

December 15, 2025

The City of Brainerd, Minnesota (“City”) and the League of Minnesota Cities and its codification consultant, American Legal Publishing, L.L.C., (jointly known as “Codifier”), agree as follows:

I. THE CODIFIER SHALL:

- (1) Examine the City's prior Code of Ordinances and all ordinances or resolutions provided by the City which have been passed since the last codification, and determine which materials are to be codified.
- (2) Classify all materials into titles, chapters, and sections, according to subject matter.
- (3) Simplify language where appropriate to provide uniformity of style and to convert to gender neutral language wherever possible.
- (4) Organize the code in an easy to use manual which utilizes a numbering system that allows for the easy insertion of future ordinances.
- (5)
 - (a) Prepare title, chapter, and section headings.
 - (b) Prepare a legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Codifier.
 - (c) Prepare a table of contents and sectional analysis for each chapter.
 - (d) Prepare an index (which will be created after the first draft of the Code is submitted).
- (6) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the city attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 1. Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 2. Repealed, renumbered, or obsolete state and federal statutory citations; and
 3. Apparent conflicts with prominent federal case law.
 - (b) Suggest new provisions which the City should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the City upon request if in possession of such models.
- (7) Within seven months of the execution of this contract and return of the code questionnaire, prior code and new ordinances by the City, submit to the City a draft of the code and then a legal report prepared by American Legal with the assistance of the League's Attorney.
- (8) When the City either returns to American Legal its answers to the legal report with any additional comments about the draft, or completes the legal conference, it shall be deemed authorization by the City to the Codifier to finish editing and publish the code in final form. Any further changes, additions, or deletions shall be made in the future supplements to the code in accordance with paragraph III (3) of this Agreement.

- (9) Within three months of receipt of authorization as indicated in paragraph (8), the Codifier will deliver 5 printed copies of the code meeting the following specifications:
 - (a) Type to be single or dual column, at the option of the City.
 - (b) Page size to be 8½" x 11".
 - (c) All copies to be in hard leather-like covered, 3-ring, loose leaf binders. All binders shall have the City's name stamped in gold and shall contain divider tabs.
- (10) Deliver to the City a sample ordinance that can be used to adopt the new code.

II. THE CITY SHALL:

- (1) Provide clear copies of all materials necessary to perform the codification, including a copy of any previously published code of ordinances, ordinances passed since the code was last updated, and completed code questionnaire.
- (2) After receipt of the draft of the code and legal report described in paragraph I (7), the City shall have 60 days to review the draft and report and to return to the Codifier its answers to the legal report. In the alternative, if the City opts for the legal conference described in paragraph III (1), it must contact the Codifier's Staff Attorney within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the City is unable to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the City may request that the Codifier extend the deadline in writing. The Codifier may adjust the contract price to cover any increased costs due to the City's delay, including applying a supplement editing rate to incorporate new ordinances, resolutions or changes to the code not previously provided to the Codifier within the 60 day time period - even if an extension is granted. Should the City abandon the project prior to completion, it will be billed for a total of 80% of the base price.
- (3) Pay the following sums (which can be paid over two fiscal years):
 - a) The sum of \$22,950 (plus shipping/handling) for codification, payable as follows:
 - 10% down payment due upon acceptance of this agreement;
 - 60% of the balance upon receipt of the code draft;
 - The remaining balance upon receipt of the printed code books.
- (4) The base price above is based upon a code of the following number of pages according to the format option of the City. Should the final number of code pages exceed the estimate by more than 5%, the base price will increase accordingly at the time of final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	1,150	\$18 per page beyond 5%
8½" x 11" Dual-column page	975	\$22 per page beyond 5%

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. OPTIONAL SERVICES.

The City, by the initials of the person signing the agreement, chooses the following options:

INITIAL

(1) Legal Conference:

The Codifier's Staff Attorney will meet with City representatives to review the draft of the code and legal report. The City will pay for the Staff Attorney' travel expenses from Cincinnati, Ohio, including meals and lodging expenses, and this charge is in addition to the base contract price. There is no additional charge for phone conferences.

(2) Code Format:

Print style (circle one): Single-column or Dual-column

(3) Three year supplemental service plan:

For a period of three years after delivery of the code:

(a) The Codifier shall:

1. Incorporate into the code new pertinent ordinances submitted by the City.
2. Revise or make additional entries to the table of contents and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the City 5 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The City shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Codifier the sum of \$19 per single column page or \$22 per dual column page which is re-printed for the supplement, plus shipping/handling.

The prices above are for a three-year period and cannot be changed except for adjustments starting in the second year of this agreement to reflect any increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

(c) Upon completion of the three-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code Online in Searchable Program:

- | | | |
|-----|---|-----------|
| (a) | The Publisher shall convert the Municipality's code into a fully searchable format for Internet for a one-time setup fee: \$1,250 (Future Code Updates to Searchable Code are at \$1.95/page; cost is in addition to editing charge for printed pages in Par. 3(b)2. above) | _____ |
| (b) | Code on the Internet annual hosting fee: \$695 per year (increases 2% per year). | _____ |
| (c) | Access and Search other codes on American Legal Publishing's Website | No charge |

Choose a schedule for future updates:

Printed Book Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

Internet Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

OPTIONAL ONLINE SERVICES:	Price	Initial if Choosing
New Ordinance List Service (Advance Legislation) <i>Ordinances not yet codified are listed with a link to the ordinances (ordinances are removed from the list once they are codified)</i>	\$125/yr + \$10/ordinance <i>or</i> \$300/yr for unlimited ordinances	
New Ordinance Notification <i>Notice posted at beginning of code section with a link to ordinances that will amend that code section (ordinances are removed from code once they are codified)</i>	\$10/ordinance linked (5 links included; \$2 per addit. link)	
Comprehensive Ordinance List <i>Ordinances linked to list of all ordinances codified and remain even after code is updated</i>	\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website; additional \$50/year hosting fee with annual increase of \$15	
Ordinances History Links within code section histories <i>Ordinances linked in section history following a code section as new ordinances are added to the code</i>	\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website	
Definition Links <i>Popup box with definition appears when hovering over a term that is defined in the code</i>	\$75/hour	
Searchable desktop version <i>Searchable version of the code can be provided for desktop/ PC use offline</i>	\$50	

Archive of prior code versions and Comparing different versions <i>Prior versions of the code hosted online for research purposes, including creating a compared document</i>	Annual code updates: \$50/yr; 2 - 4 code updates per year: \$100/yr; More than 4 code updates per year: \$250/yr	
Custom Website Banner <i>Government seal or logo posted at code site</i>	\$25 for seal/logo on front page; \$100-950 for banner	

Meeting Minutes online in searchable database	Price	Initial if Choosing
Setup fee to create database	\$250	
Per page fee	\$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (min. fee \$10 per update)	
Hosting fee	\$250/year + 3% increase in subsequent years	

IV. ADDITIONAL TERMS:

City License. The City will retain all rights, including copyrights, and title to the text of its municipal code (the “Code”) but hereby grants to the Codifier the right and license to reproduce, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.

Codifier Intellectual Property. All computer software and other intellectual property of the Codifier used in performing its services shall remain the property of the Codifier and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the Codifier in the Licensed Program or otherwise in performing its services shall remain the property of the Codifier and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the City.

Warranties. The Codifier warrants that the services and any deliverables provided hereunder will be in accordance with the terms and conditions of this Agreement and will be free of material defects. Regardless of the City’s acceptance of completed materials when delivered, the Codifier shall correct errors found either by the City or the Codifier.

Disclaimers. The Codifier's warranties contemplated herein do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the City or (ii) work or services performed by others. Except as expressly stated herein, THE CODIFIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY SERVICES, DELIVERABLES AND/OR RELATED MATERIALS FURNISHED BY THE CODIFIER HEREUNDER.

Limitations on Liability. The cumulative liability of the Codifier and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed and software licensed hereunder shall be limited to the amount paid to the Codifier pursuant to this Agreement. The Codifier and its licensors shall not be liable to the City or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product. The limitations and protections against liability afforded the Codifier, and its licensors herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including but not limited to negligence, warranty and strict liability).

Assignment. Codifier may, without the other party's consent with thirty (30) days written notice, transfer this agreement or any of its rights and obligations under this Agreement, to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, or ICC Codification, Inc.

V. TRANSMITTAL AS OFFER:

The transmittal of this Agreement to the City is an offer by the Codifier to perform the stated services at the terms referenced within the Agreement. This offer will expire if not executed by the City by March 31, 2026, unless such date is extended in writing by the Codifier.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date(s) indicated:

CITY OF BRAINERD, MN

BY _____

TITLE _____

DATE _____

**LEAGUE OF MINNESOTA CITIES AND
AMERICAN LEGAL PUBLISHING, L.L.C.**

BY _____

TITLE _____

DATE _____

Return signed contract to:

Ray Bollhauer
American Legal Publishing
525 Vine Street, Ste. 310
Cincinnati, OH 45202



1) Sample Typestyle and Formatting:

- Sample of formatted page in single column
- Sample of formatted page in dual column

Note: We recommend 12 point font size for single column printing (but 11 point is acceptable). And, we recommend 11 point font size for dual column printing. 10 point font is available, but we believe it is too small for comfortable reading. (This line is printed in 10 point font.)

2) American Legal Publishing standard numbering and organizational chart

(City can chose to use ALP's standard or retain current numbering and organization of the code)

3) **Binders:**

- **Ring Binders:** Most clients prefer ring binders over post for the following reasons:
 - Ring binders stay open to the page you are reading if you lay it flat on a desk (post binders tend to close up when laid open).
 - If you need to copy one page out of the code book, you can turn to just that page and remove it, while with post binders, you have to remove all of the pages in front of it to get to the page you want (and then re-insert all of them).
 - When the code is updated annually or more often, it takes much longer to insert the new pages in a post binder because you have to remove all of the pages in front of the page you want to remove (and then re-insert all of them).

CHAPTER 71: TRAFFIC REGULATIONS

Section

General Provisions

- 71.01 Speed limit in city alleys
- 71.02 Operation of motor vehicles on unpaved public or private property prohibited

Motorcycles; Motor Scooters and Motor Bikes

- 71.25 Safety helmet or headgear required
- 71.26 Operator's permit required

- 71.99 Penalty

Cross-reference:

Speed limits on designated streets, see Chapter 76, Schedule I

Citations for traffic and parking violations, see §§ 72.150 through 72.157

GENERAL PROVISIONS

§ 71.01 SPEED LIMIT IN CITY ALLEYS.

(A) For purposes of this chapter an **ALLEY** shall mean every street or way within a block, which is set apart for public use, vehicular traffic and local convenience. ('72 Code, § 34-4)

(B) No person shall drive a motor vehicle upon any alley in the city at a speed in excess of ten miles per hour. ('72 Code, § 34-5)
(Ord. 2087, passed - - ; Am. Ord. O-87-72, passed 12-23-87) Penalty, see § 71.99

§ 71.02 OPERATION OF MOTOR VEHICLES ON UNPAVED PUBLIC OR PRIVATE PROPERTY PROHIBITED.

(A) It shall be unlawful for any person to operate a motor vehicle, as defined by the Florida Uniform Traffic Control Law, F.S. Chapter 316, as may be amended from time to time, on any unpaved public property, or on any paved or unpaved shoulder of a public road.

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(B) It shall be unlawful for any person to operate a motor vehicle on any unpaved private property, not owned by the operator or his immediate family, without the express written consent of the owner, lessee, tenant or other person entitled to possession and use of such premises; said written consent to be carried on the operator's person.

(C) The foregoing provisions shall not apply to the following:

- (1) A licensed and franchised public utility in the conduct of its business;
- (2) Any federal, state or local governmental agency;
- (3) Any licensed emergency vehicle;
- (4) Any situation where such operation is necessary to avoid collision with other traffic;
- (5) Where such operation is in compliance with other laws or the directions of a law enforcement officer or official traffic-control devices. ('72 Code, § 34-13) (Ord. O-73-51, passed 6-27-73) Penalty, see § 71.99

American Legal Publishing's:

STANDARD NUMBERING SYSTEM

31.01 = Title 3, First Chapter (or referred to as Ch. 31),

STANDARD FORMAT AND ORGANIZATION

The city can retain its current organization and format or choose another that it prefers; we suggest the following organization of the code:

Municipal Officials/Officers List

Table of Contents

Charter and Charter Index

Title 1 General Provisions

Title 3 Administration Ordinances

Title 5 Public Works Ordinances

Title 7 Traffic Code Ordinances

Title 9 General Regulations Ordinances

Title 11 Business Regulations Ordinances

Title 13 General Offenses Ordinances

Title 15 Land Usage Ordinances

Table of Special Ordinances (ordinances that are included in summary form only)

Parallel Reference Tables

Index

Titles are odd numbered to allow for expansion if necessary.

Sections within a chapter are grouped in a subchapter name if appropriate and a gap of 5-10 section numbers are left for expansion within that subchapter.

Divisions within a section are as follows, with a space tab added in front of each new subdivision:

§ 31.03 DUTIES.

(A)

(B)

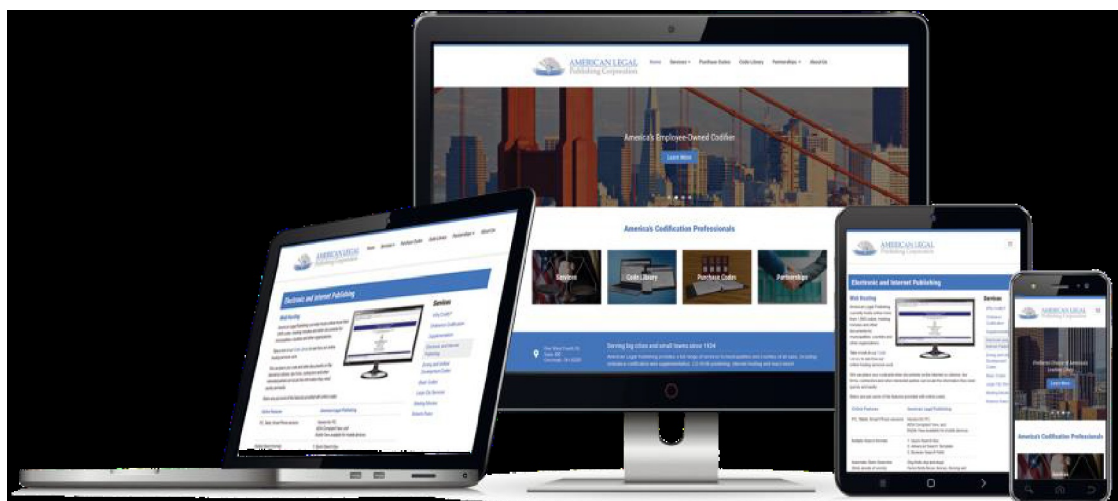
(1)

(2)

(a) Subdivisions rarely go beyond (A)(1)(a/b)

(b)

American Legal Publishing Internet Code Features



Our online codes have the following features:

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	PC and Mobile Views	Included
Multiple Search formats	1. Quick Search 2. Advanced Search Template	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog</i> finds <i>dog</i> and <i>dogs</i> <i>Fence</i> finds <i>fence</i> , <i>fences</i> , <i>fencing</i> and <i>fenced</i>	Included
Synonym Searches	Users can choose synonym searching: <i>Grass</i> finds <i>grass</i> , <i>turf</i> , <i>lawn</i> <i>Garbage</i> finds <i>garbage</i> , <i>litter</i> , <i>trash</i> , <i>rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into MS Word, HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email links to text	Can email link to specific text in code	Included

Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the Municipality	Included
Static Links to specific sections can be set	Ability to set links to titles, chapter or individual sections in the code	Included
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Email notifications of code changes	Staff and the public can create a free account to receive email notifications when the code changes	Included
Annotations	Staff and the public can create a free account to create annotations	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Translation into other languages	Apply Google Translate to the Code	Included
Search over 2,000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included
OPTIONAL SERVICES:		
New Ordinance List Service (Advance Legislation Notice)	Ordinances not yet codified listed with link to full text of ordinances (ordinances removed from list once they are codified)	
New Ordinance Notification	Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)	
Comprehensive Ordinance List	New ordinances added to list of all ordinances codified and remain even after code is updated	

Ordinances History Links within code section histories	As new ordinances are added to the code section history list, links to the original ordinance can be set	
Definition Links	Defined terms in the code can be hyperlinked directly to their definition (See Weston, FL code)	
Archive of prior versions of code online and Comparing different versions	Prior versions of the code may be hosted online for research purposes, including creating a compared document	
Custom Website Banner	Municipal seal or logo posted at code site, or partial or complete banner from the Municipality's website can be used	

Meeting Minutes hosted online in searchable database:
--

Prior minutes (initial set-up of database): \$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (minimum start up fee of \$250) + hosting fee

Future minutes posted at \$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (minimum fee of \$10 per update) + hosting fee

Hosting Fee: \$250/year hosting fee; increases by 3% per year after third year



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***Sample* LEGAL AND EDITORIAL RESEARCH AND REPORT**
STACY, MINNESOTA
AMERICAN LEGAL PUBLISHING

Introduction

These editorial notes have been created in conjunction with the preparation of a preliminary manuscript of the code of ordinances for Stacy, Minnesota, and are intended to assist in the review of the preliminary manuscript of your code. They describe editorial decisions made in creating the manuscript and provide a list of questions which need to be addressed by the city.

Please note that any questions of a legal nature contained in this report should be addressed to your City Attorney. This editorial report should not be considered as a substitute for the competent advice of your City Attorney, and we are in no way assuming the role of attorney for the city.

Upon receipt of your answers to the following notes, we will be able to complete production of your new code. Under provision II(2) of your contract, the review period (during which the city is to review the draft manuscript and respond to these notes) is **60 days** following your receipt of these notes. If the city needs additional time to respond, please contact Aimee Mercer at American Legal Publishing (amercer@amlegal.com) to discuss the city's options. There may be a charge to include ordinances adopted by the city after this 60-day review period ends.

Please remember that the draft manuscript is for review purposes only. The new code books will have tab dividers inserted before each chapter, parallel reference tables, and the index. The code pages will also be printed on both sides of each page, on white paper.

General Comments

- 1) We have organized the new code into the following titles with chapters, subchapters, and sections. Note that titles are designated only with odd numbers so as to accommodate maximum expansion during future supplementation:

Title I General Provisions
Title III Administration
Title V Public Works
Title VII Traffic Code
Title IX General Regulations

Title XI Business Regulations
Title XIII General Offenses
Title XV Land Usage
Table of Special Ordinances

- 2) Definitions and rules of construction contained in Title I will not be repeated throughout the code unless a variation of the definition or rule applies to a particular code provision.
- 3) Severability provisions throughout the code have been eliminated, as they are covered by the severability provisions of § 10.06.
- 4) A simplified penalty reference ("Penalty, see § . . .") has been placed in a separate line at the end of the

text of each section, where appropriate.

- 5) As histories for the code sections, we have listed the specific number and passage date of the original ordinance and any amending ordinances. Example: (Ord. 19, passed 1-1-60; Am. Ord. 20, passed 1-1-70; Am. Ord. 30, passed 1-1-80).
- 6) An M.S. cite included in the history indicates that the text of the section reads either verbatim or substantially the same as the statute. Example: (M.S. § 13.01) (Ord. 10, passed 1-17-80; Am. Ord. 20, passed 1-1-85). An M.S. cite set forth as a “statutory reference” following the text of the section indicates that the reader should refer to that statute for further information. Example:

§ 39.10 PUBLIC RECORDS AVAILABLE.

The city shall make available to any person for inspection or copying all public records, unless otherwise exempted by state law.

Statutory reference:

For provisions concerning the inspection of public records, see M.S. § 13.01 et seq.

- 7) To determine the disposition of codified ordinances, please see the Parallel Reference table near the end of the draft manuscript. This table specifies the section(s) of the code in which each ordinance is codified. Please keep in mind that only current ordinances of a general and permanent nature are codified. Ordinances which are special or temporary in nature are not codified. Ordinances which have been repealed, superseded, or are otherwise obsolete are also not codified. In some instances, we substituted Minnesota Basic Code models for local legislation; each of those instances are noted later in this report.
- 8) Note that the titles in your new code are separately paginated, for ease of supplementation. If, for example, the city adds material to Title III during a supplement, then the page numbers in Title III will shift accordingly. The page numbers in the remaining titles (V through XV) will not shift, because they have self-contained pagination. Because the city will pay a charge per changed page in supplementation, this style of pagination will actually save the city money. If someone is concerned about ability to locate material quickly, please remember that the final product will have tabbed dividers before each title, clearly marked with the name of that title.
- 9) In order to complete your new code, we require the following items from the city:
 - a) Responses to this report, which may be marked directly on this report;
 - b) A copy of each new ordinance passed since the last one included in the draft manuscript (which is listed on the front cover of the blue draft manuscript); and
 - c) Any other changes the city may wish to make, which may be marked directly on the blue draft manuscript or on a separate sheet of paper.
- 10) After your new code is completed and adopted, additional changes can be made by ordinance at any time. We recommend that each time a new ordinance is passed, the city routinely send a copy to American Legal Publishing (at the address listed on the first page of this report). Ordinances will be kept on file, and the city may request that supplement pages be issued at any time. We suggest that your new code be updated at least annually.

Responses

Research and analysis

GENERAL COMMENTS

- 11) Many municipalities insert prior to the actual code sections a page acknowledging the current officials of the municipality. If you desire such an acknowledgment, the responses to this report should include a current list of the any officials the city wants to include. Should such an acknowledgment page be added to the code?
- 12) The base price will be adjusted according to Contract provision II(4) if the code is shorter or longer. The current page count of the draft manuscript is 326 pages. The index will add approximately 30 - 40 pages. Please also keep in mind that adding or deleting provisions in your code (such as Basic Code models recommended in this report) may affect the final page count.

The city made a down payment of \$500. After you receive this report, the city will be billed for 60% of the remaining balance. The remaining amount will be due when the code is completed and the city receives its new code books.

- 13) Copies of state laws, session laws, and rules may be easily obtained through the internet at the following link: <http://www.let.state.mn.us/leg/statutes.htm>
- 14) Whenever a statute or rule is cited, after the citation the words, "as it may be amended from time to time," has been added in your code. Under M. S. § 471.62, which authorizes cities to adopt laws and rules by reference, there is some controversy over whether, when a rule or law is referenced or adopted in an ordinance or code, future amendments to the law or rule are or can also be included. The Attorney General is of the opinion that future amendments to laws and rules cannot be adopted by reference because at the point of time when an ordinance is enacted or a code is adopted, the governing body has no knowledge what future amendments to state laws and rules will be.

However, in drafting codes, the Minnesota League recommends including the language "as they may be amended from time to time" after a citation to a statute or rule to at least attempt to include future amendments in the adoption of a law or rule by reference. Please note that even including this language may not be effective to adopt future amendments to laws and rules.

The League further recommends that each year after the legislative session the city should adopt a brief ordinance stating that: "Any amendments to a rule or statute adopted by reference in the city code shall be included by reference in the code as if the amended statute or rule had been in existence at the time the code was adopted." The above phrase has been inserted in your draft code as § 10.19 as well.

Responses

Research and analysis

TITLE I: GENERAL PROVISIONS

- 15) Chapter 10: General Provisions. The purpose of this chapter is to reduce duplication and create consistency throughout the code. To this end, we have replaced obsolete and repetitive ordinance sections with comprehensive, general code provisions, most of which are self-explanatory in nature and need no particular comment; however, we ask that you review the chapter and advise if anything is unclear or unsatisfactory.

TITLE III: ADMINISTRATION

- 16) § 30.01 Meetings. Division (B) of this section cites M.S. § 471.705, which was repealed and replaced with M.S. § 13D.04. We will correct this citation accordingly. Is this acceptable?
- 17) § 30.09 Salaries of Mayor and Council members. Most municipalities do not include specific salary amounts in their codes, because this information is internal and administrative in nature, and subject to frequent change. We suggest replacing this section with the below model, referring to your salary legislation and the authorizing statute. Do you wish to make this revision?

COMPENSATION OF MAYOR AND COUNCIL MEMBERS.

The compensation of the Mayor and the compensation of each Council Member shall be established from time to time by City Council ordinance pursuant to M.S. § 415.11, as it may be amended from time to time.

- 18) Chapter 33: Emergency Management. Please note that this chapter is a model chapter from the Minnesota Basic Code. It replaces the city's prior legislation regarding civil defense, which appeared dated and perhaps obsolete. Please review this model chapter to verify that it meets your city's current needs. Unless otherwise instructed, we will retain this model chapter as presently edited.

TITLE V: PUBLIC WORKS

- 19) Chapter 52: Sanitary Sewer System. Please review this chapter to verify that it reflects current city practices and procedures. It appears to be derived from older legislation, as evidenced in some of the cited documents (see, for example, § 52.01, referring to a 1972 Standards of Industrial Classification Manual). You may specify any revisions you wish to make to this chapter. Unless otherwise instructed, we will retain this chapter as presently edited.

TITLE VII: TRAFFIC CODE

- 20) § 73.07 Uses specifically prohibited. Division (A)(1) of this section cites M.S. § 169.211, which does not exist. The correct citation appears to be M.S. § 169A.03. We will replace this citation accordingly. Is this acceptable?

TITLE IX: GENERAL REGULATIONS

- 21) § 91.12 Rules adopted by reference. This section cites Minn. Rules parts 7005.0705 to 7005.0805, which are repealed. Please find enclosed MBC §§ 92.60 - 92.70, Open Burning. We suggest replacing your current §§ 91.01 - 91.12 with the enclosed models. Do you wish to make this revision?
- 22) Ch. 92: Animals. Please find enclosed a copy of MBC Ch. 91: Animals. The enclosed model appears to address current issues more comprehensively than your prior code provisions. For example, the enclosed includes barking dog provisions, drafted in compliance with state case law requiring a specific time definition for nuisance barking. Please also note that the enclosed model provisions regarding animals running at large eliminate the often-used excuse that the animal, “just got away from me; I didn’t permit it to run at large.” Do you wish to replace your current Ch. 92 with the enclosed MBC model?
- 23) § 93.09 Assessment. This section cites M.S. § 429.01, which was repealed and replaced with M.S. § 429.011. We believe, however, that it would be better to cite to the entire authorizing chapter, and will revise this citation to read, “M.S. Ch. 429.” Is this acceptable?
- 24) § 95.03 Public nuisances affecting morals and decency. Since limited gambling is now authorized under state law, we suggest revising division (A) of this section to read, “All gambling devices, slot machines, and punch boards, except as otherwise authorized by federal, state, or local law.” Do you wish to make this revision?

TITLE XI: BUSINESS REGULATIONS

- 25) Chapter 112: Alcoholic Beverages. Some provisions in this chapter appear outdated or refer to repealed statutes, as below noted. We have enclosed for your reference a copy of the MBC Chapter 112: Alcoholic Beverages. The enclosed is for your review and use if you should decide to revise your current alcoholic beverages provisions. Please specify any changes you wish to make to this chapter. Unless otherwise instructed, we will retain this chapter as presently edited, with the exception of updating statutes as below noted.
- 26) § 112.053 Suspension and revocation. This section cites M.S. §§ 15.0418 to 15.0426. These sections, for the most part, were renumbered M.S. §§ 14.57 - 14.69. (Some text was not renumbered; please refer to M.S. Ch. 14 for details.) We will replace this citation accordingly. Is this acceptable?

- 27) § 112.074 Suspension and revocation. Division (A) of this section cites M.S. § 14.70, which was repealed in 1983. We will update this citation by revising it to read, “M.S. §§ 14.57 to 14.69.” Is this acceptable?
- 28) Please note that our editors did not include Ord. 61, entitled, “An order Prohibiting the Presence of Intemperate Drinkers and Drunkards in the Stacy Municipal Liquor Dispensary.” Should this legislation be added to Ch. 112?
- 29) Chapter 113: Gambling. We were unsure of the age of this legislation. Parts of it appear obsolete. (See, for example, the next note regarding a statutory citation.) We suggest you review the League’s research memorandum, *Lawful Gambling*, available in the Library section of the League’s website, www.lmnc.org. Please specify any changes you wish to make to this chapter. Unless otherwise instructed, we will retain these provisions as presently edited.
- 30) § 113.01 Lawful gambling permitted. This section cites M.S. § 349.12, subd. 2, for the definition of “lawful gambling.” However, the term is actually defined in subd. 24 of M.S. § 349.12. We will correct this citation accordingly. Is this acceptable?

TITLE XIII: GENERAL OFFENSES

- 31) § 130.02 Curfews. Division (B) of this section cites M.S. § 260.015, subd. 9, which is repealed. Please also note that prevailing case law holds that an ordinance which prohibits any minor under the age of 18 from being on the streets during restrictive hours unless accompanied by a person over 18 is invalid under the U.S. Constitution for being overbroad, because it prohibits return from employment or attendance at religious or social activities which are a part of the growing-up process. See, for example, *Johnson v. City of Opelousas*, 658 F.2d 1065 (5th Cir. 1981). This section does not appear to provide such constitutionally-required exceptions to the curfew imposed.

Please find enclosed for your reference a copy of the MBC Title XIII, which includes a model curfew section (§ 130.03). We recommend replacing this section with the enclosed model curfew section. Do you wish to make this revision?

TITLE XV: LAND USAGE

- 32) Title XV: Land Usage. Enclosed for your reference is a copy of the League’s research memorandum, *Common Mistakes in Land Use Ordinances*. We suggest the city refer to the enclosed while reviewing your land use regulations. Please especially note that the 60 day rule, which is explained briefly in the enclosed (point #1), applies to the process of issuing permits. The zoning administrator should be familiar with this law and ensure that decisions are made within its framework. The courts apply this law very strictly against cities and counties.

33) § 150.01 Building Code.

- a) Please find enclosed for your reference a model provision from the Minnesota Basic Code. The state adopted a new building code in March of 2003, and the enclosed model provision is the ordinance the state recommends cities use for its adoption. If you decide to use the enclosed model, your building official should assist the city in completing the blanks. Do you wish to replace your current section with the enclosed model?
- b) Division (D) of this section cites M.S. § 16B.775, which does not exist. We believe the correct citation should be, "... pursuant to M.S. §§ 16B.59 through 16B.875...." Should we revise this citation accordingly?
- c) Division (D)(1) contains a list of adopted codes. Please review the list to verify that it accurately reflects what the city is enforcing. Unless otherwise instructed, we will retain this list as presently edited, with the exception of updating citations to repealed and replaced rules as below noted. Is this acceptable?
- d) Division (D)(1)(a) cites Minn. Rules Ch. 1313, which was repealed and replaced with Minn. Rules Ch. 1315. We will update this citation accordingly. Is this acceptable?

34) Chapter 151: Subdivision Regulations. This chapter contains forms which refer to the year 19___. Do you wish to revise these to 20___?

35) § 151.02 Purpose. This section cites M.S. § 62.358, which does not exist. It appears that this may have been a clerical error, the correct cite being M.S. § 462.358. We will replace this citation accordingly. Is this acceptable?

36) § 153.008 Street lighting standards. This ordinance contained text which directed the city to adopt residential standards. We have retained and highlighted this text for your review, as it is not the type of material usually included in a code. Should we delete this text from your code?

37) § 153.031 Accessory buildings and structures. Division (F) of this section had handwritten text in the margin: "... if 120 sq ft or less then no permit necessary." If we should revise this section to reflect this handwritten text, please specify exactly how this section should read. Unless otherwise instructed, we will retain this section as presently edited.

38) § 153.032 Fence requirements. We received part (last page only) of an ordinance placed between the pages of your code. The ordinance was passed 9-14-93. We edited the part we received (Subd. 6, permits) into this section as division (F). Please specify any changes or deletions we should make to this section. If you wish to include the entire ordinance, please send a complete copy with your responses to this report.

- 39) § 153.070 Roadside standards. This section had the following handwritten text in the margin: "... county row is 50ft no of 19 + 75 ft south of 19. Take row plus 60 for setback." If we should revise this section to reflect this handwritten text, please specify exactly how this section should read. Unless otherwise instructed, we will retain this section as presently edited.
- 40) §§ 153.095 - 153.099 Signs. As a general note, the City Attorney should probably review the sign regulations in light of the following case law. The following is not meant to be all-inclusive list of case law concerning signs; rather, these issues are common problem areas, both in theory and practice. We especially recommend that the City Attorney closely examine any content-based regulations, particularly relating to political signs and commercial signs. In the meantime, unless otherwise directed, we will make no revisions to your sign regulations.
- a) A resident should not be restricted from displaying both election and non-election political yard signs of reasonable size on a front lawn or window. *City of Ladue v. Gilleo*, 114 S. Ct. 2038 (1994).
 - b) Regulations on election political signs has been held to be an unconstitutional content-based restriction when no provisions have been made for non-election political signs. *City of Ladue v. Gilleo*, 114 S. Ct. 2038 (1994); *McCormack v. Township of Clinton*, 872 F. Supp. 1320 (D. N.J. 1994); *Collier v. City of Tacoma*, 854 P.2d 1046 (Wash. 1993).
 - c) Durational limits for temporary political signs tied to a specific election violate the First Amendment when applied to prohibit a person from posting on their own private property a political sign outside of the durational period set by the ordinance. *Painesville Bldg. Dept. v. Dworken & Berstein Co., L.P.A.*, 733 N.E.2d 1152 (Ohio 2000).
 - d) Restricting advertising to the product sold (or to the business conducted on the premises) and excluding all non-commercial messages violates the First Amendment. *Norton Outdoor Advertising, Inc. v. Village of Arlington Heights*, 433 N.E.2d 198 (Ohio 1982).
 - e) Imposing a fee or a cash bond for political signs and limiting the number of political signs may be unconstitutional. *Verrilli v. Concord*, 548 F.2d 262 (9th Cir. 1977); *Whitton v. City of Gladstone, Mo.*, 54 F.3d 1400 (8th Cir. 1995); *Arlington County Republican Committee v. Arlington County Virginia*, 983 F.2d 587 (4th Cir. 1993); Mcquillin, *Municipal Corporations* § 24.446.10.
- 41) § 153.136 Action requiring environmental assessment worksheets. Division (B)(4) of this section cites M.S. § 105.485, which was repealed in 1990. It appears the correct replacement citation is M.S. § 103F.205. We will revise this citation accordingly. Is this acceptable?

- 42) § 153.191 Moratorium. We were unsure whether this section was intended to be included in this chapter, or intended as a temporary measure that has not been extended. Should we delete this section from your code??

Editorial report prepared by:
Staff Attorney



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Franchise Fees - Electric and Gas

AGENDA: P&F 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): 5 Minutes

SUMMARY OF ISSUE

This item came before the Council in October 2024. Stemming back to the June 26th Council Capital Budget Workshop, staff presented a memo describing the possibility of using Franchise Fees as an alternative funding source to construction funding including Construction Fund 401 (Permanent Improvement Levy), bonding, and Special Assessments. Attached is a powerpoint presentation with information in regard to Franchise Fees. At the October 24th meeting, Council directed staff to continue exploration of this model for funding via public engagement and input sessions.

For reference and reminder, below is a link to a full staff presentation on Franchise Fees.

[Franchise Fees Presentation](#)

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Per Council direction, staff held two public open houses at City Hall on February 26th, 2025 at 2 p.m. and 6 p.m. to try and gather public input and answer questions from residents regarding the possibility of franchise fees as a funding model for construction. There were no attendees at either session.

Further, staff did present to the Brainerd Lakes Chamber Government Affairs Committee to gather input from some of our business leaders and representatives. That presentation was held on December 9, 2024. Some of the comments/input were as follows:

- It is just a tax, call it what it is.
- Why not just go with a higher levy?
- Prefer a 2-3 year sunset vs. something like 50 years.
- Is it just support for commercial properties or also residential?

Based on the comments received, staff would like to request direction from the Council on next steps. Options to consider would include:

- No further discussion/exploration on Franchise Fees model as "replacement" for Special Assessments for construction.
- Conduct additional public outreach - could go with a full online survey although difficult to keep non-resident input, presentation to more groups, input from other municipalities that have implemented, etc.
- Continue further development of a Franchise Fee structure along the lines in the presentation which would include:
 - Engagement with electric and natural gas utilities on next steps (i.e. fee structure, form of agreements, etc.)
 - Form a committee to begin crafting of the structure and policy (can use P&F and/or SPW Committees as sounding boards for input on facets of new policy)

RECOMMENDED ACTION/MOTION

Recommendation from staff would be to continue further development of a Franchise Fee structure and begin engagement discussions with the utilities and crafting of a framework for a policy.

FINANCIAL IMPACT

N/A

Franchise Fees Presentation

October 7, 2024

Jessie Dehn, P.E.
City Engineer/Public Works Director



1

Current Sources of Construction Funding

- Construction Fund 401 (Permanent Improvement Levy)
 - Property Tax based
 - Charter limits to max 9% of previous year's levy
 - Typically have set at 6%, roughly \$375,000-\$400,000
- Bonding (issuing debt)
 - Sale of bonds, repaid with interest based on the market rate at time of the sale
- Special Assessments
- Sanitary, Storm, and Water Utility Funds



2

Current Sources of Construction Funding

- Current City Street System = Nearly 84 miles
- Using a strong preventative maintenance program, can potentially extend street life to 50+ years
 - This would require reconstruction of roughly 1.5 miles of street each year
 - Cost is roughly \$2M per year, shared with property owners via Special Assessments
- Above scenario does not consider necessary resurfacing in between reconstruction
 - Roughly 4 miles per year
 - Cost would be roughly \$1.5M per year, shared with property owners



3

Current Sources of Construction Funding

- What isn't considered?
 - State Aid Streets
 - Prevailing wages
 - Higher standards for width and structure
 - Safety Improvement Projects
 - Safe Routes to School, Roundabouts, etc.
 - Trail Projects
 - Participation in State Highway and County Highway projects
 - Emergency or Unexpected Repairs



4

Current Sources of Construction Funding

- Trend in Construction Costs

- MnDOT recently provided some studies on statewide trends but have seen similar relationships on local projects
- Major Street Construction Items

Item	2009 to 2024	2021 to 2024
Grading	+203%	+29%
Gravel Base	+115%	+16%
Bituminous Paving	+53%	+25%
Curb and Gutter	+151%	+30%
Sidewalk	+258%	+42%



5

Current Sources of Construction Funding

- Trend in Construction Costs

- Local Example of Increased Costs
- North Brainerd Reconstruction in 2009 vs. North Brainerd Reconstruction in 2023
 - 2009 – Street Assessment Rate = \$37.81
 - 2023 – Street Assessment Rate = \$76.59
 - Increase of \$38.78 (+103%)



6

Special Assessments

• Current Policy

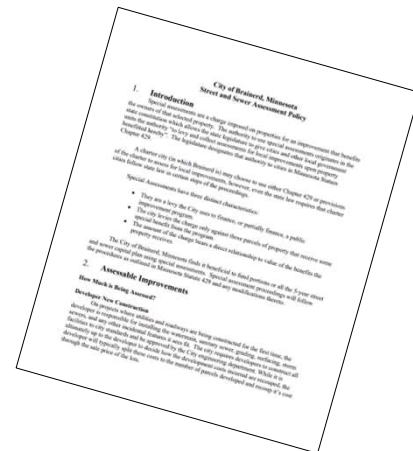
• Street Reconstruction

- ½ of cost by City
- ½ of cost by Property Owners on front footage basis
- Utilities cover cost of replacement of associated utility
- Sidewalks are typically paid by the City

• Street Resurfacing

- ½ of cost by City
- ½ of cost by Property Owners on front footage basis

- Property owners may pay assessments in full interest-free once finalized or assessed to property taxes over a 10-year period with interest based on the bond rate.



7

Special Assessments

• Gaps in the Current Policy

- Does not address properties based on usage of the infrastructure
 - Residential vs. Commercial vs. Industrial
 - Different uses may increase traffic usage, thus wear and tear on the pavement
 - Different uses may justify/require additional structure such as heavy trucking
 - The gap becomes more pronounced in corridors with mixed-use
- State Aid Streets
 - Policy does not address how to handle assessments of State Aid streets
 - Increased costs due to requirements of prevailing wages, width, and structure
- Irregular shaped lots such as cul-de-sacs
- Issues with valuation of vacant lots or significantly large front footage



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Special Assessments

• Costs of Special Assessments

- Bonding for the cost of the project
 - Interest Fees
 - Using 2024 South Brainerd as the example
 - City Interest Cost = \$366,350
 - Property Owner Assessment Interest Cost = \$235,200 (assuming no prepaids)
 - Does not include any bond interest for utilities
- Two Public Hearings
 - Publish Notice in the Paper - \$260
 - Mailings to each property - \$250 (not including staff time and paper/envelopes)
- Preparation of Feasibility Report and Assessment Rolls
 - Preliminary and Final Assessment Rolls



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Special Assessments

• Impacts on Residents

- Large cost or significant increase in property taxes
 - For example...
 - Residential home with about \$250k tax value
 - 100 feet of frontage
 - Current taxes is roughly \$2,400 per year or \$200 per month
 - Reconstruction project assessment is about \$6,500 (nearly 3 years of property taxes)
 - Including interest, roughly an additional \$800 per year for 10 years
 - 33% increase over current taxes
 - Resurfacing assessment in 20 years is roughly \$3,000
 - Approx. \$375 per year for 10 years (15% increase over current taxes)
- Difficult to budget for cost of assessments due to peaks



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Special Assessments

- Other Challenges

- The “Special Benefit Test”

- Special Assessments must not exceed the benefit received by the increased market value of the property due to the improvement.
 - Sometimes is done by hiring a licensed appraiser
 - Brainerd’s assessment policy is advantageous to property owners compared with other cities but with increasing costs to construction, this becomes more challenging.

- Negative Connotation/Controversy from Residents and Property Owners

- Benefits

- Special Assessments are dependable source of revenue for projects
 - Direct benefitting property owners are paying for the project proportional with their benefit received through higher property market value.



11

Franchise Fees

- What are Franchise Fees?

- Most cities in Minnesota have a franchise agreement with a utility company (gas, electric, cable) for the use of publicly-owned right of way for their business purpose.
 - Franchise Fees are charges to those utilities for use of the public right of way.
 - Considered the City’s way of having the utility financially participate in the maintenance and operation of the right of way that they utilize, similar to road users (residents) through the levy.
 - Brainerd current has a franchise fee with cable utilities, generating about \$125,000 per year. About half of which is used for broadcasting meeting costs.



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Franchise Fees

- How are they applied?
 - Through a mutually-agreed upon Franchise Agreement between the City and utility, the City will adopt an ordinance establishing the Franchise Fee.
 - Utility companies typically pass the franchise fees onto their customers via a line item on their bill, such as “franchise or city fee”.
 - The City is required to adopt an ordinance establishing the fees annually
 - Utility company remits payment directly to the City
 - In return, the utility company is exempt from permit fees for work within the public right of way.



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Franchise Fees

- A number of cities have moved to Franchise Fees as a replacement for Special Assessments for revenue for construction projects.
- Differences of Franchise Fees when compared with Special Assessments
 - Based solely on utility service (i.e. meter size) which is steady, not peaks of tax increases based on construction project timing
 - Franchise Fees are simpler to administer than complex process to meet statutory requirements of Special Assessments
 - Smaller monthly fees instead of one large assessment, providing a consistent and predictable source of revenue, allowing for better financial planning and stability.
 - This refers to better planning and stability for both City and residents.



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Franchise Fees

• Other Benefits

- Special assessments can place a significant financial burden on property owners, especially those with lower incomes or fixed incomes. Special assessments might be seen as inequitable, especially if the benefits of the street improvements extend beyond the assessed properties to the broader community such as major thoroughfares and collector streets.
- A wider base than property taxes; property tax exempt, renters, non-profits, schools, and other entities that use the public infrastructure pay franchise fees.
- Funds from Franchise Fees are contributed initially rather than Special Assessments which are borrowed by the City and reimbursed through property tax assessment collections.



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Potential Franchise Fee Structure

• Current Utility Customer Base

- *Note: Centerpoint has left out user information due to the MN PUC order on Customer Energy Use Data protection and privacy

BPU Electric		Centerpoint Gas	
User Type	Number	User Type	Meters
Residential	6,949	Residential	4,645
Commercial	878	Com A	405
Small General	254	Com B	274
Medium General	127	Com C	200
Large General	43	SVDF A	XXXXX
		SVDF B	XXXXX
		Large	XXXXX



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Potential Franchise Fee Structure

- Initial Rate Proposal

BPU Electric			Centerpoint Gas		
User Type	Number	Rate/Month	User Type	Meters	Rate/Month
Residential	6,949	\$5	Residential	4,645	\$5
Commercial	878	\$35	Com A	405	\$35
Small General	254	\$35	Com B	274	\$35
Medium General	127	\$50	Com C	200	\$50
Large General	43	\$100	SVDF A	XXXXX	\$75
			SVDF B	XXXXX	\$75
			Large	XXXXX	\$100



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Potential Franchise Fee Structure

- Example scenario – Compare Franchise Fees vs. Special Assessments
 - Residential Property (50 Years)

Special Assessment	Franchise Fee (Proposed)
Reconstruction Project	\$10 per month
\$65 per linear foot x 100 feet frontage (avg.) = \$6,500*	12 months per year x 50 years = 600 months
Resurfacing Project (Year 20)	
\$40 per linear foot x 100 feet frontage (avg.) = \$4,000*	
Resurfacing Project (Year 40)	
\$40 per linear foot x 100 feet frontage (avg.) = \$4,000*	50-Year Total = \$6,000
50-Year Total = \$14,500*	

*Costs do not reflect interest over 10 years of assessment



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Potential Franchise Fee Structure

- Example scenario – Compare Franchise Fees vs. Special Assessments
 - Commercial Property (50 Years)

Special Assessment	Franchise Fee (Proposed)
Reconstruction Project	\$35 per month
\$65 per linear foot x 150 feet frontage (avg.) = \$9,750*	12 months per year x 50 years = 600 months
Resurfacing Project (Year 20)	
\$40 per linear foot x 150 feet frontage (avg.) = \$6,000*	
Resurfacing Project (Year 40)	
\$40 per linear foot x 150 feet frontage (avg.) = \$6,000*	50-Year Total = \$21,000
50-Year Total = \$21,750*	

*Costs do not reflect interest over 10 years of assessment



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Potential Franchise Fee Structure

- Initial Rate Proposal
 - Goal = Replace Construction Fund and Special Assessments in 10-Year Capital Improvement Plan (average of \$2M annually)
 - Assumptions made on Centerpoint gas user information that is redacted
 - Proposed Franchise Fee Structure Revenue
 - Approx. \$2 Million annually
 - Eventual Result of Franchise Fee Proposal
 - Elimination of Special Assessments as funding source
 - No longer bonding for construction projects
 - Elimination of Permanent Improvement Levy
 - Would still require State Aid funds for State Aid street projects and Utility Funds for utilities



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Potential Franchise Fee Structure

- Phase In and Phase Out options
 - Several approaches to changing to the Franchise Fee model from Construction Fund/Bonding/Special Assessments
 - Immediate Change Approach vs. Phased Approach
 - Could take at least one year to build up fund
 - Bonding could expedite process
 - How to handle past assessments?
 - No payback
 - Pro-rated payback
 - *Coupons/rebates for Franchise Fees*
 - Could use Fund 401 to phase out plan while Franchise Fees address future construction



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Potential Franchise Fee Structure

- Changes to Special Assessment Policy
 - With Franchise Fee model, may not eliminate need to use Special Assessments
 - Still have Downtown Special Services District
 - Petitioned improvements
 - Alleys



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Next Steps



- **Public Engagement**
 - Staff proposes collecting input and comments from residents and property owners through various mediums
 - Informational meeting (in-person)
 - Online surveys
- **Preparation of Policy/Ordinance**
 - If Council wishes to proceed further, staff would propose to craft a policy *based on the framework as directed.*



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Questions??

THANK YOU!!!



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City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Cooperative Construction Agreement - TH 210/Washington Street Reconstruction Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Attached is a Cooperative Construction Agreement between the City and MnDOT for the upcoming TH 210/Washington Street Reconstruction Project. Staff and City Attorney have reviewed and commented on the proposed agreement. Attached is the agreement following those comments. The agreement covers City and State responsibilities for construction and costs for the project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Costs included in the attached Schedule "I" in the agreement are preliminary at this time. A revised Schedule "I" would be included with the final agreement after bids are received and a contractor is selected.

RECOMMENDED ACTION/MOTION

Move to approve the attached Cooperative Construction Agreement for the TH 210/Washington Street Reconstruction Project.

FINANCIAL IMPACT

Per Schedule "I" attachment in the agreement.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BRAINERD
AND
CROW WING COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1805-80</u>	Total City Obligation
Trunk Highway Number (TH):	<u>210=002</u>	<u>\$5,443,257.52</u>
State Project Number:	<u>1806-84</u>	Anticipated City Federal Aid
Trunk Highway Number:	<u>210=002</u>	<u>\$61,929.18</u>
State Project Number:	<u>1811-36</u>	City Non-Federal Aid
Trunk Highway Number:	<u>25=018</u>	<u>\$5,381,328.33</u>
State Project Number:	<u>108-090-003</u>	County Estimated Amount Receivable
Federal Project Number:	<u>RSTG-STBG-TA 1826(059)</u>	<u>\$17,638.05</u>
Lighting System Feed Point No.:	<u>"CITY"</u>	
Signal System "B" ID:	<u>1735762</u>	
Signal System "C" ID:	<u>1735763</u>	
Signal System "D" ID:	<u>1737046</u>	
Signal System "E" ID:	<u>1735765</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Brainerd acting through its City Council ("City"), and Crow Wing County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous milling and surfacing, ADA improvements, roundabouts, TMS improvements, signals, lighting, and Bridge No. 5060 rehabilitation construction and other associated construction upon, along, and adjacent to Trunk Highway No. 210 from 570 feet west of Baxter Drive to 720 feet east of Pine Shores Road according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 1805-80 (TH 210=002), State Project No. 1806-84 (TH 210=002), State Project No. 1811-36 (TH 25=018), and State Project No. 108-090-003 ("Project"); and
2. The City has requested the State include in its Project water main, sanitary sewer, and trail construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the water main and sanitary sewer construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the water main, sanitary sewer, and trail construction and associated State performed construction engineering; and
5. The federally eligible City participation construction will be reduced by the amount of Federal aid funding received for said construction; and
6. Agreement No. 1061078 between the State and the City of Baxter will address Project cost and maintenance; and

7. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 1805-80 (TH 210=002), State Project No. 1806-84 (TH 210=002), State Project No. 1811-36 (TH 25=018), and State Project No. 108-090-003 are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer, in the office of the County Engineer, and attached and incorporated into this Agreement. Exhibit A – Trail Maintenance is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the water main and sanitary sewer construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, control of materials, staking and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies, and

equipment needed to properly carry on the construction.

- i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the water main and sanitary sewer construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
- ii. **Final Inspection of Construction.** Upon completion of the water main and sanitary sewer construction, the City will advise the State on whether said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether the construction has been properly performed and whether to accept or reject it.
- iii. **Inspection of Other City and County Participation Construction.** The remainder of the City and County participation construction covered under this Agreement will be open to inspection by the City or the County. If the City or the County believes the City or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City or County participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement and will enter any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and County participation construction covered under this Agreement.
- B. The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. **Permits**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- 2.6. Utility Adjustments.** Adjustments to certain City or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City or County will furnish the contractor with new units and/or parts for those in place City or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 3.1. Roadways.** Maintenance of B Street Northeast and C Street Northeast. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 3.2. Pavement Markings.** The City will be responsible for maintaining the painted islands at local road approaches to the trunk highway. The City will maintain pedestrian crosswalk markings at all non-signalized intersections and non-roundabout intersections. Maintenance includes, but is not limited to, repainting or restriping the pavement markings that chip, peel, or fade.
- 3.3. Roundabouts on TH 210 at TH 25 and at Crow Wing County State Aid Highway No. 3**
- A. Roundabout Landscaping.** Maintenance of any landscaping in the TH 25 and County State Aid Highway (CSAH) No. 3/TH 210 roundabouts. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.
- 3.4. Aesthetics.** The City will own and perform maintenance and repair of aesthetic elements construction. Maintenance and repair include, but are not limited to, painting, graffiti removal, replacement, and any other maintenance activity necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition. The City will be responsible for the maintenance, repair, and/or replacement of the following Project aesthetic elements:
- A. Concrete Roadway Aesthetics.** Concrete aesthetic elements include stamped and colored concrete in medians, boulevards, and roundabout truck apron. The State will be responsible for the maintenance, repair, and/or replacement of the concrete and City responsible for the colored enhancement.
- B. Landscaping Aesthetics.** Landscaping aesthetic elements includes trees installed during construction. The City will provide for the maintenance of the landscaping without cost to the State after the expiration of the Project warranty period. Maintenance includes, but is not limited to, weeding and pruning, and removal and replacement of all materials that fail to survive.
- C. Turf Pavers.** The City will own and maintain the artificial turf pavers. The City will be responsible for maintaining the artificial turf pavers in an aesthetically acceptable condition, repair, or appropriate replacement of the artificial turf pavers.
- D. Aesthetic Fencing.** The City will own and maintain the aesthetic fencing west of South 6th Street between the private parking lot and sidewalk. Maintenance and repair include, but are not limited to, painting, graffiti removal, replacement, and any other maintenance activity necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition.
- E. Bridge Aesthetics.** The City will own and perform maintenance and repair of aesthetic elements on the bridge including, but not limited to, fencing along and adjacent the bridge, ornamental railing, and any aesthetic elements added to the bridge. Maintenance and repair include, but are not limited to,

painting, graffiti removal, ornamental railing replacement, and any other maintenance activity necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition.

- 3.5. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.6. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.7. Sidewalks.** Maintenance of any sidewalk construction within City limits of County and State right-of-way, including Bridge No. 5060 sidewalk, stamped and colored concrete sidewalk (if any), and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.8. Shared Use Path.** The City will provide routine and minor maintenance of the shared use path ("SUP") on Trunk Highway Right-of-Way and where shown in Exhibit A. Routine/minor maintenance may include, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUP in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine/minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.
 - A. Right-of-Way Access.** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
 - B. Environmental.** The City shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City shall immediately notify the State's Authorized Representative in writing and shall provide for cleanup of the spilled material and

any materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the City.

3.9. *Lighting.* Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.10. *Pond Responsibilities.* The City will share in the cost of future major maintenance at a rate based on the ratio of contributing water volume entering into the pond at the time that the major maintenance is required. The City's contributing water volume entering into the pond at the time the pond was designed is 50 percent for Infiltration Basin WQ1805-01 Pond, 56 percent for Wet Pond WQ1805-02 Pond, 33 percent for Dry Pond WQ1806-01 Pond, and 90 percent for Dry Pond WQ1806-03 Pond. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair, and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation, or accelerated deterioration of the facilities. The State and the City may enter into a separate agreement to define additional responsibilities for maintenance of the pond.

The City will share in all responsibilities, obligations, and liabilities arising out of or by reason of the drainage collecting into and being discharged from the pond. The City will share such responsibilities, obligations, and liabilities at a rate based on the ratio of contributing water volume entering the pond as referenced in the previous paragraph; however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

3.11. *Additional Drainage.* No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area," which is on file in the office of the State's District Hydraulics Engineer at Baxter and is incorporated into this Agreement by reference.

4. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

4.1. *Pond Responsibilities.* The County will share in the cost of future major maintenance at a rate based on the ratio of contributing water volume entering into the pond at the time that the major maintenance is required. The County's contributing water volume entering into the pond at the time the pond was designed is 38 percent for Wet Pond WQ1806-02 Pond. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair, and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as

flooding, erosion, sedimentation, or accelerated deterioration of the facilities. The State and the County may enter into a separate agreement to define additional responsibilities for maintenance of the pond.

The County will share in all responsibilities, obligations, and liabilities arising out of or by reason of the drainage collecting into and being discharged from the pond. The County will share such responsibilities, obligations, and liabilities at a rate based on the ratio of contributing water volume entering the pond as referenced in the previous paragraph; however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

4.2. Roundabouts on TH 210 at TH 25 and at Crow Wing County State Aid Highway No. 3

- A. Roundabout Approaches.** Maintenance of CSAH 3 approaches up to the curb line of the outer circle of the TH 210 roundabout. Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.
- B. Roundabout Circle.** Maintenance of the roundabout circle on TH 210 at CSAH 3. The State and County will provide for snow, ice, and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.

5. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on:

- TH 210 at Northwest 4th Street (Signal System “B”) and for the Interconnect on TH 210 from Baxter Drive to TH 25,
- TH 210 at North 4th Street (Signal System “C”) and for the Interconnect on TH 210 from Baxter Drive to TH 25,
- TH 210 at North 6th Street (Signal System “D”) and for the Interconnect on TH 210 from Baxter Drive to TH 25,
- TH 210 at North 8th Street (Signal System “E”) and for the Interconnect on TH 210 from Baxter Drive to TH 25,
- TH 210 at Gillis Avenue/County State Aid Highway (CSAH) No. 45 (Signal System “F”) and for the Interconnect on TH 210 from Baxter Drive to TH 25.

5.1. City Responsibilities

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean the Signal Systems and luminaire mast arm extensions.
- v. Paint and maintain the cross-street pedestrian crosswalk markings.

5.2. **State Responsibilities**

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system and invoice the City 100% of the costs associated with this work.
- C. EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City or the County receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

5.3. **Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. **Related Agreements.**

- A.** This Agreement will supersede and terminate Agreement No. 1036032, dated July 9, 2020, between the parties for the intersection of TH 25 at Northwest 4th Street (Signal System "B").
- B.** This Agreement will supersede and terminate Agreement No. 84026, dated February 20, 2003, between the parties for the intersection of TH 210 at Baxter Drive (Signal System "A"), TH 210 at CSAH 20/Northwest 4th Street (Signal System "B").
- C.** This Agreement will supersede and terminate Agreement No. 62004, dated March 19, 1984, between the parties for the intersection of TH 210 at North 4th Street (Signal System "C"), at North 6th Street (Signal System "D"), at North 8th Street (Signal System "E"), and at Gillis Avenue/CSAH 45 (Signal System "F").

6. Basis of City Cost

- 6.1. *Schedule "I".*** The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 6.2. *City Participation Construction.*** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control. It is anticipated that Federal aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible City participation construction.
- A.** 100 Percent will be the City's rate of cost participation in all of the water main and sanitary sewer utility construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 4 through No. 6 of the Preliminary Schedule "I".
 - B.** 100 Percent will be the City's bid-based lump sum rate of cost participation in all of the SP 1805-80 and SP 1806-84 lighting construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I". The City's funds for SP 1805-80 and SP 1806-84 lighting construction is capped at **\$580,000.00**.
 - C.** 100 Percent will be the City's Federal aid rate of cost participation in all of the SP 108-090-003 trail construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate of 100 Percent. The Federal aid funds are capped at **\$189,600.00**, and the cap may be modified at the time of award. The remainder the SP 108-090-003 trail construction will be paid by the State.
- 6.3. *State Furnished Materials.*** The State will furnish cabinets, PTZ cameras, Fiber, and railroad preemption equipment ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$115,941.84**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I."
- 6.4. *Construction Engineering Costs.*** The City will pay a construction engineering charge equal to 0 percent of the total SP 1805-80 lighting, SP 1806-84 lighting, and SP 108-090-003 trail City participation construction covered under Article 6.2.B and Article 6.2.C. The City will pay a construction engineering charge equal to 3 percent of the total water main and sanitary sewer City participation construction covered under Article 6.2.A. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.
- 6.5. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.
- The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 6.6. *Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City Cost and Payment by the City

- 7.1. City Cost. \$5,443,257.52** is the City's estimated share of the costs of the contract construction and State Furnished Materials, including Federal aid, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The City will pay the State the City's total estimated State Furnished Materials, construction, and construction engineering cost share, minus anticipated City Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B. The City's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City costs in an amount equal to all Federal aid funding not applied to the federally eligible City participation construction, State Furnished Materials, and associated construction engineering. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Basis of County Cost

- 8.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated County participation State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 8.2. State Furnished Materials.** The State will furnish a cabinets, PTZ cameras, Fiber, and railroad preemption equipment ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$16,331.53**. The County's cost share for State Furnished Materials will be added to the County's total participation cost share as shown in the Schedule "I."
- 8.3. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation covered under this Agreement.

- 8.4. *Plan Changes, Additional Construction, Etc.*** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 8.5. *Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

9. County Cost and Payment by the County

- 9.1. *County Cost. \$17,638.05*** is the County's full and complete cost of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 9.2. *Conditions of Payment.*** The County will pay the State the County's full and complete lump sum amount, as shown in the Revised Schedule "I," after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I."
- B. The County's receipt of a written request from the State for the advancement of funds.

- 9.3. *Acceptance of the County's Cost and Completed Construction.*** The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

- 9.4. *Final Payment by the County.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

10. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

10.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

10.2. The City's Authorized Representative will be:

Name, Title: Jessie Dehn, City Engineer (or successor)
 Address: 501 Laurel Street, Brainerd, MN 56401
 Telephone: (218) 828-2307
 Email: jdehn@ci.brainerd.mn.us

10.3. The County's Authorized Representative will be:

Name, Title: Tim Bray, County Engineer (or successor)
 Address: 16589 County Road 142, Brainerd, MN 56401
 Telephone: (218) 824-1110
 Email: tim.bray@crowwing.gov

11. Assignment; Amendments; Waiver; Contract Complete

11.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.

11.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

11.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims

12.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.

12.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

13. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

15. Government Data Practices

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

16. Telecommunications Certification

By signing this Agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City and the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this Agreement.

17. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. Termination; Suspension

18.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

18.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

18.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

19. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

CITY OF BRAINERD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CROW WING COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement No. 1061077
City of Brainerd and Crow Wing County

SP 1805-80 (TH 210=002), SP 1806-84 (TH 210=002), SP 1811-36 (TH25=018)

Preliminary: November 17, 2025

SP 108-090-003

Fed. Proj. RSTG-STBG-TA 1826(059)

Grading, bituminous milling and surfacing, ADA improvements, roundabouts, TMS improvements, signals, lighting, and

Bridge No. 5060 rehabilitation construction to start approximately April 2026 under

State Contract No. ____ with ____ located on Trunk Highway No. 210 from 570 feet west of Baxter Drive to 720 feet east of Pine Shores Road

CITY COST PARTICIPATION

	TOTALS	No Federal Aid	Federal Aid
SP 1805-80 City Utilities (From Sheet No. 6)		3,721,266.40	
Construction Engineering (3%)		111,637.99	
Utilities Subtotal	3,832,904.39		
SP 1805-80 City Utilities (From Sheet No. 6)		780,747.00	
State Furnished Materials (Lump Sum) (From Sheet No.7)		115,941.84	
Non Utility Subtotal		\$896,688.84	
Construction Engineering (8%)		71,735.11	
Non Utility Construction + Construction Engineering Subtotal	\$968,423.94		
SP 1805-80 Lighting Items (Lump Sum on Bid) (From Sheet No. 2)		580,000.00	
SP 1806-84 Lighting Items (Lump Sum on Bid) (From Sheet No. 2)		0.00	
SP 108-090-003 Trail Construction (From Sheet No. 3)			61,929.18
Lighting and Trail Construction Subtotals	\$641,929.18	\$580,000.00	\$61,929.18
(1) Total City Obligation	\$5,443,257.52		
Total Anticipated Federal Aid	\$61,929.18		
(2) Total City Obligation minus Anticipated Federal Aid	\$5,381,328.33		

(1) Amount of total City obligation as described in Article 7.1 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

COUNTY COST PARTICIPATION

	TOTALS
State Furnished Materials (Lump Sum) (From Sheet No. 7)	\$16,331.53
Construction Engineering (8%)	\$1,306.52
(3) Total County Cost	\$17,638.05

(3) Amount of advance payment as described in Article 9.2 of the Agreement

(1) 100% CITY (capped); REMAINDER 100% STATE

1061077

(P) = PLAN QUANTITY

ITEM NUMBER	SP 1805-80 TH 210 WEST WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
	- Lump Sum on Bid -				
2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	69.00	8,064.00	556,416.00
2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	7.00	5,538.46	38,769.22
				TOTAL	\$595,185.22
	(1) 100% CITY	\$580,000.00	(capped at \$580,000.00 for 1805-80 and 1806-84)		
	100% STATE	\$15,185.22			

(2) 100% CITY (capped); REMAINDER 100% STATE

(P) = PLAN QUANTITY

ITEM NUMBER	SP 1806-84 TH 210 EAST WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
	- Lump Sum on Bid -				
2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	106.00	8,064.00	854,784.00
				TOTAL	\$854,784.00
	(2) 100% CITY	\$0.00	(capped at \$580,000.00 for 1805-80 and 1806-84)		
	100% STATE	\$854,784.00			

1061077

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ITEM NUMBER	SP 1805-80; SP 108-090-003 TRAIL WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	418.00	35.00	14,630.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	297.00	62.00	18,414.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	48.00	26.00	1,248.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	903.00	13.00	11,739.00
2531.618	TRUNCATED DOMES	SQ FT	92.00	60.00	5,520.00
2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	2.00	8,064.00	16,128.00
2545.503	2" NON-METALLIC CONDUIT	LIN FT	179.00	19.14	3,426.06
2545.503	UNDERGROUND WIRE 1/C 6 AWG	LIN FT	623.00	3.32	2,068.36
2545.503	UNDERGROUND WIRE 1/C 10 AWG	LIN FT	208.00	2.47	513.76
2573.503	SILT FENCE, TYPE HI	LIN FT	259.00	4.00	1,036.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	145.00	4.00	580.00
2574.505	SUBSOILING	ACRE	0.10	500.00	50.00
2574.505	SOIL BED PREPARATION	ACRE	0.30	230.00	69.00
2574.508	FERTILIZER TYPE 3	POUND	37.00	1.00	37.00
2574.509	LIME	TON	0.40	195.00	78.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	145.00	4.00	580.00
2575.505	SEEDING	ACRE	0.20	250.00	50.00
2575.505	DISK ANCHORING	ACRE	0.20	135.00	27.00
2575.505	MOWING	ACRE	0.40	27.00	10.80
2575.505	WEED SPRAYING	ACRE	0.10	200.00	20.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	110.00	11.00
2575.509	MULCH MATERIAL TYPE 1	TON	0.30	275.00	82.50
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	2.00	450.00	900.00
2575.608	SEED NORTHERN BOULEVARD	POUND	28.00	6.50	182.00
2575.608	SEED MESIC INSLOPE	POUND	1.00	11.00	11.00
				TOTAL	\$77,411.48
	(3) FEDERAL TA	\$77,411.48			
	80% FEDERAL TA	\$61,929.18	(capped at \$189,600.00)		
	20% STATE MATCH	\$15,482.30			
	FEDERAL RSTG	\$0.00			
	80% FEDERAL RSTG	\$0.00	(capped)		
	20% STATE MATCH	\$0.00			

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(4) 100% CITY
(P) = PLAN QUANTITY

*=City-Performed Construction Engineering

1061077

ITEM NUMBER	SP 1805-80 UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.10	3,300,000.00	330,000.00
2031.502	FIELD OFFICE	EACH	0.10	40,000.00	4,000.00
2031.502	FIELD LABORATORY	EACH	0.10	40,000.00	4,000.00
2101.505	CLEARING (P)	ACRE	0.05	6,200.00	310.00
2101.505	GRUBBING (P)	ACRE	0.05	4,900.00	245.00
2104.502	* REMOVE MANHOLE	EACH	13.00	620.00	8,060.00
2104.502	* REMOVE GATE VALVE & BOX	EACH	58.00	300.00	17,400.00
2104.502	* REMOVE CURB STOP & BOX	EACH	73.00	200.00	14,600.00
2104.502	* REMOVE HYDRANT	EACH	11.00	500.00	5,500.00
2104.503	* SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	41.00	6.00	246.00
2104.503	* SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	170.00	4.00	680.00
2104.503	* REMOVE WATER MAIN	LIN FT	10,854.00	8.00	86,832.00
2104.503	* REMOVE SEWER PIPE (SANITARY)	LIN FT	3,242.00	12.00	38,904.00
2104.503	* REMOVE CURB & GUTTER	LIN FT	207.00	4.00	828.00
2104.503	* REMOVE SANITARY SERVICE PIPE	LIN FT	130.00	20.00	2,600.00
2104.503	* REMOVE WATER SERVICE PIPE	LIN FT	2,515.00	12.00	30,180.00
2104.504	* REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	6.00	15.00	90.00
2104.504	* REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	50.00	8.00	400.00
2104.504	* REMOVE BITUMINOUS PAVEMENT	SQ YD	530.00	7.00	3,710.00
2104.518	* REMOVE CONCRETE WALK	SQ FT	416.00	1.40	582.40
2106.601	CONTAMINATED GROUNDWATER TREATMENT SYSTEM	LUMP SUM	0.50	200,000.00	100,000.00
2106.607	EXCAVATION SPECIAL	CU YD	2,295.00	15.00	34,425.00
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	4,131.00	60.00	247,860.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	141.00	35.00	4,935.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	149.00	62.00	9,238.00
2502.503	* 4" PERF TP PIPE DRAIN	LIN FT	8.00	15.00	120.00
2503.503	* 4" PVC PIPE SEWER	LIN FT	198.00	50.00	9,900.00
2503.503	* 8" PVC PIPE SEWER	LIN FT	2,316.00	70.00	162,120.00
2503.503	* 10" PVC PIPE SEWER	LIN FT	82.00	85.00	6,970.00
2503.503	* 12" PVC PIPE SEWER	LIN FT	37.00	90.00	3,330.00
2503.503	* 15" PVC PIPE SEWER	LIN FT	289.00	100.00	28,900.00
2503.601	* TEMPORARY BYPASS PUMPING	LUMP SUM	1.00	25,000.00	25,000.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER	EACH	12.00	1,900.00	22,800.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER SER	EACH	4.00	1,300.00	5,200.00

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Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(4) 100% CITY
(P) = PLAN QUANTITY

*=City-Performed Construction Engineering

1061077

ITEM NUMBER	SP 1805-80 UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2503.602	* 8" PIPE PLUG	EACH	4.00	800.00	3,200.00
2503.603	* SANITARY SEWER SERVICE	LIN FT	130.00	100.00	13,000.00
2503.603	* 12" STEEL CASING PIPE	LIN FT	458.00	375.00	171,750.00
2503.603	* 24" STEEL CASING PIPE	LIN FT	92.00	485.00	44,620.00
2504.601	* TEMPORARY WATER SERVICE	LUMP SUM	1.00	40,000.00	40,000.00
2504.602	* WATERMAIN OFFSET	EACH	24.00	2,500.00	60,000.00
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	50.00	2,000.00	100,000.00
2504.602	* CONNECT TO EXISTING WATER SERVICE	EACH	64.00	800.00	51,200.00
2504.602	* HYDRANT	EACH	25.00	8,000.00	200,000.00
2504.602	* 4" CUT & PLUG	EACH	2.00	500.00	1,000.00
2504.602	* 6" CUT & PLUG	EACH	2.00	600.00	1,200.00
2504.602	* 8" CUT & PLUG	EACH	2.00	700.00	1,400.00
2504.602	* 10" CUT & PLUG	EACH	1.00	800.00	800.00
2504.602	* 12"CUT & PLUG	EACH	2.00	1,000.00	2,000.00
2504.602	* 2" CORPORATION STOP	EACH	67.00	800.00	53,600.00
2504.602	* 4" GATE VALVE & BOX	EACH	2.00	2,660.00	5,320.00
2504.602	* 6" GATE VALVE & BOX	EACH	43.00	3,200.00	137,600.00
2504.602	* 8" GATE VALVE & BOX	EACH	8.00	5,000.00	40,000.00
2504.602	* 10" GATE VALVE & BOX	EACH	3.00	5,500.00	16,500.00
2504.602	* 12" GATE VALVE & BOX	EACH	37.00	6,000.00	222,000.00
2504.602	* CURB STOP & BOX	EACH	67.00	750.00	50,250.00
2504.603	* TRENCH EXCAVATION	LIN FT	20.00	120.00	2,400.00
2504.603	* 2" TYPE PE PIPE	LIN FT	2,490.00	25.00	62,250.00
2504.603	* 6" PVC WATERMAIN	LIN FT	3,625.00	80.00	290,000.00
2504.603	* 8" PVC WATERMAIN	LIN FT	927.00	90.00	83,430.00
2504.603	* 10" PVC WATERMAIN	LIN FT	236.00	100.00	23,600.00
2504.603	* 12" PVC WATERMAIN	LIN FT	10,353.00	120.00	1,242,360.00
2504.604	* 4" POLYSTYRENE INSULATION	SQ YD	150.00	65.00	9,750.00
2504.608	* WATERMAIN FITTINGS	POUND	8,620.00	15.00	129,300.00
2506.502	* CASTING ASSEMBLY	EACH	18.00	1,200.00	21,600.00
2506.503	* CONST DRAINAGE STRUCTURE DESIGN SPEC 4	LIN FT	250.00	650.00	162,500.00
2521.518	* 6" CONCRETE WALK	SQ FT	307.00	12.00	3,684.00
2531.503	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	179.00	26.00	4,654.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	40.00	27.00	1,080.00

Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

1061077

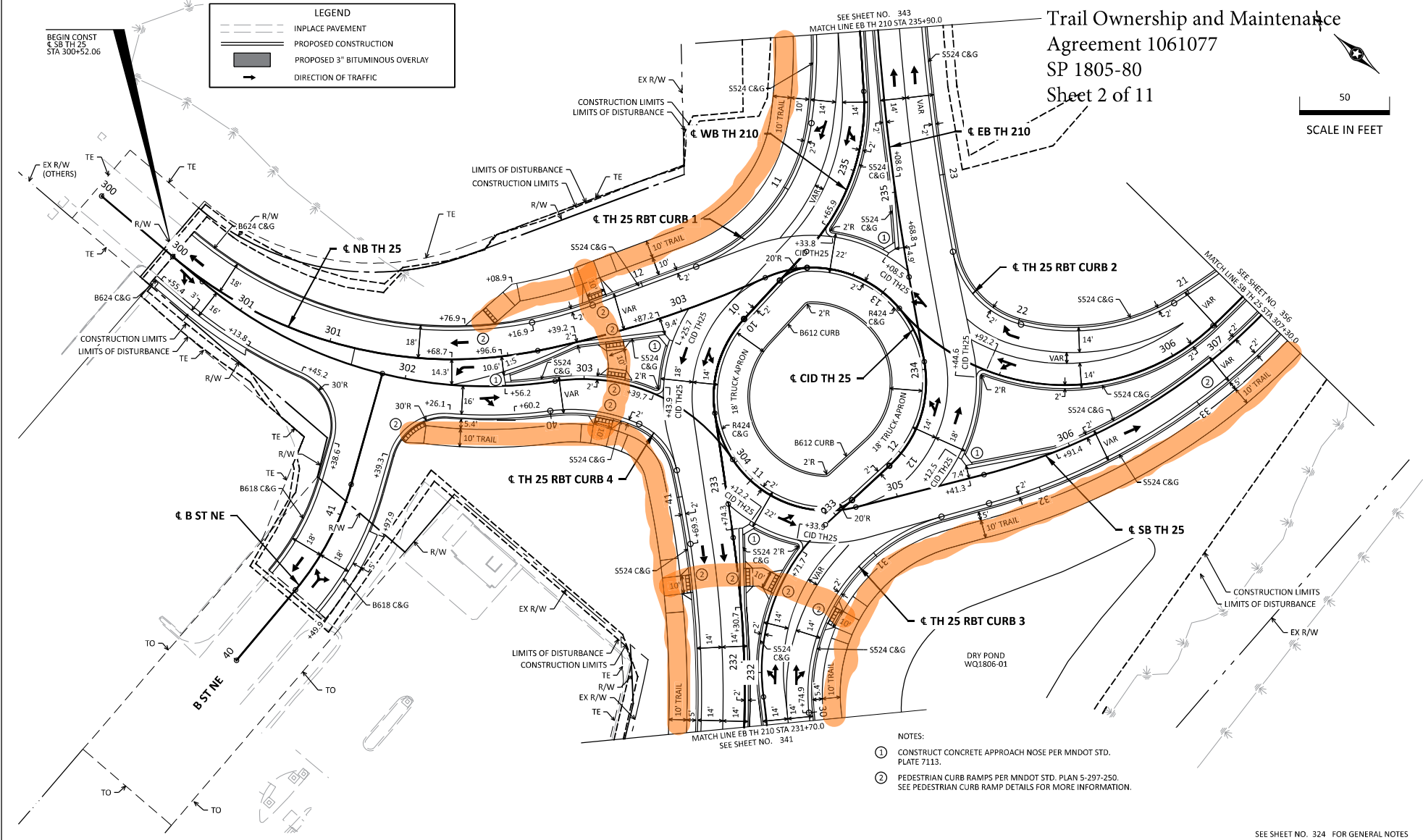
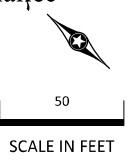
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Sheet 1 of 11



SHEET
341
OF
911

Exhibit A
Trail Ownership and Maintenance
Agreement 1061077
SP 1805-80
Sheet 2 of 11



- NOTES:
1. CONSTRUCT CONCRETE APPROACH NOSE PER MNDOT STD. PLATE 7113.
 2. PEDESTRIAN CURB RAMPS PER MNDOT STD. PLAN 5-297-250. SEE PEDESTRIAN CURB RAMP DETAILS FOR MORE INFORMATION.

SEE SHEET NO. 324 FOR GENERAL NOTES

NO	DATE	BY	CHKD	APPR	REVISION

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

Print Name: **NOAH T SCHMIDT**

NOAH T SCHMIDT

Date: **12-8-25** License #: **59304**

STATE AID PROJECT NO.
SP 108-090-003

STATE PROJECT NO.
1805-80 1806-84
1811-36

COUNTY PROJECT NO.
X

CITY PROJECT NO. X

DRAWN BY
M. ELLERAS

DESIGNED BY
N. SCHMIDT

CHECKED BY
B. RUTMAN

COMM. NO. 0015331



MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLANS

SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)

SHEET
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OF
911

Exhibit A

Trail Ownership and Maintenance

Agreement 1061077

SP 1805-80

Sheet 4 of 11

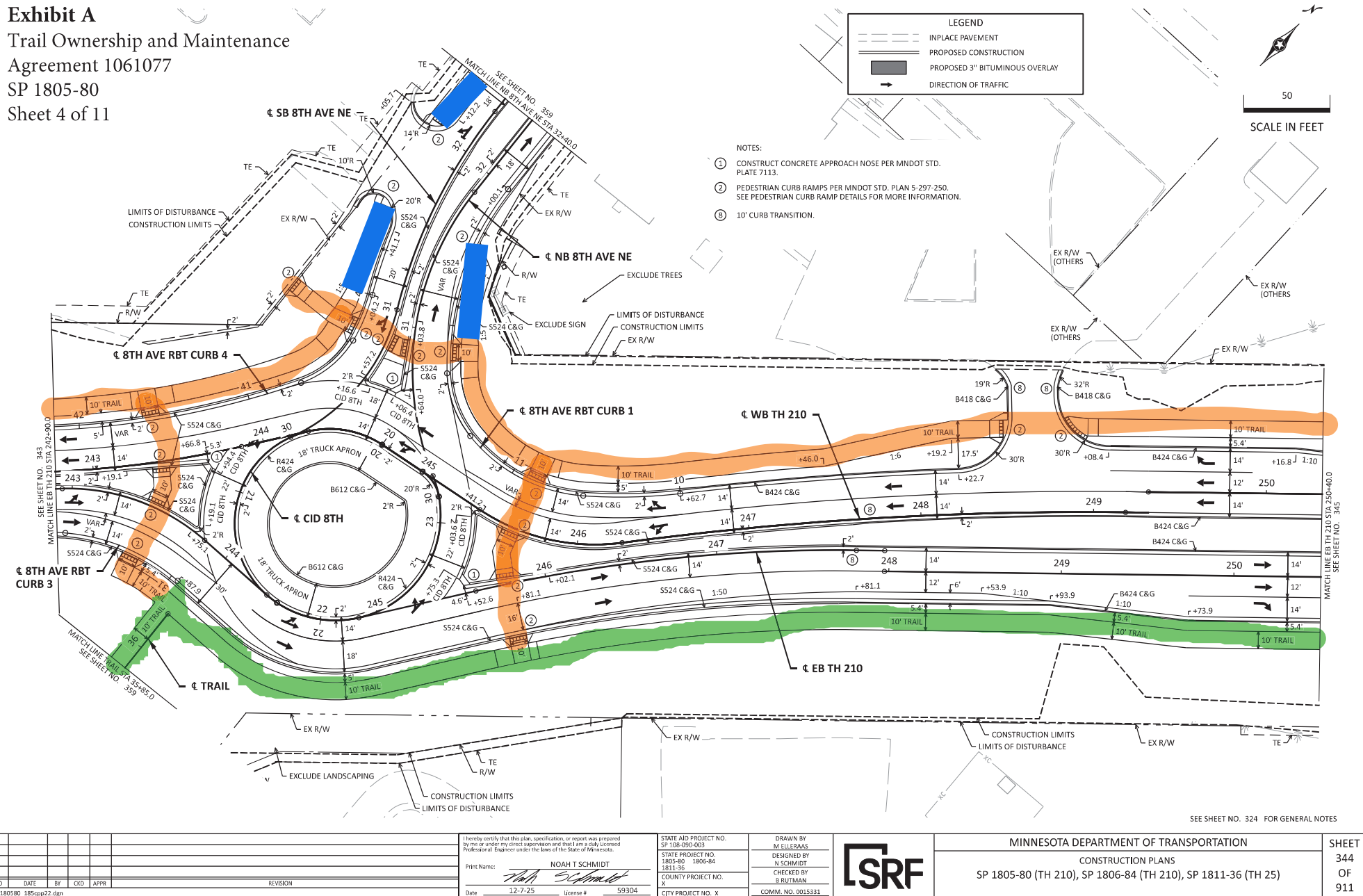
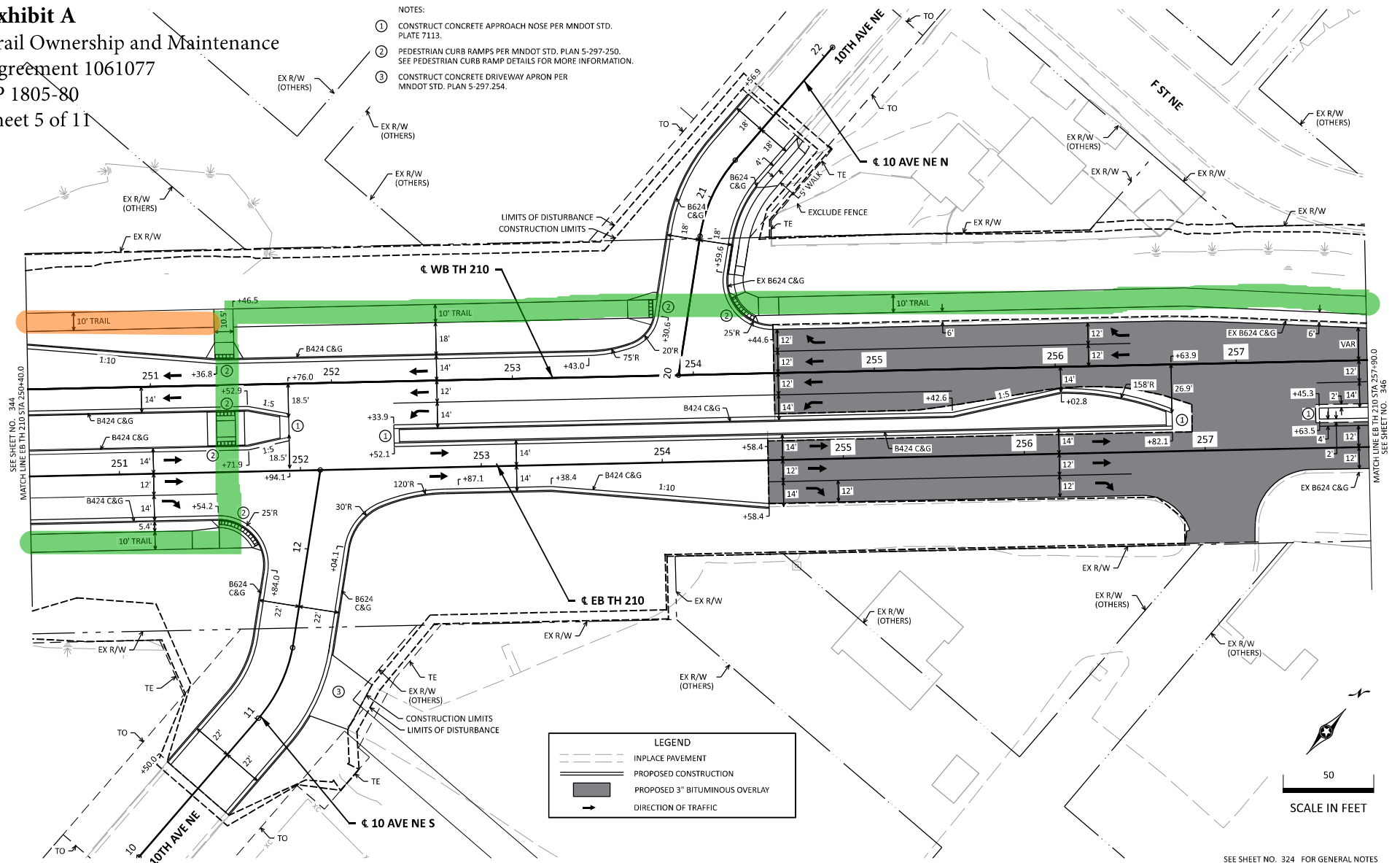


Exhibit A **Trail Ownership and Maintenance** **Agreement 1061077** **SP 1805-80** **Sheet 5 of 11**

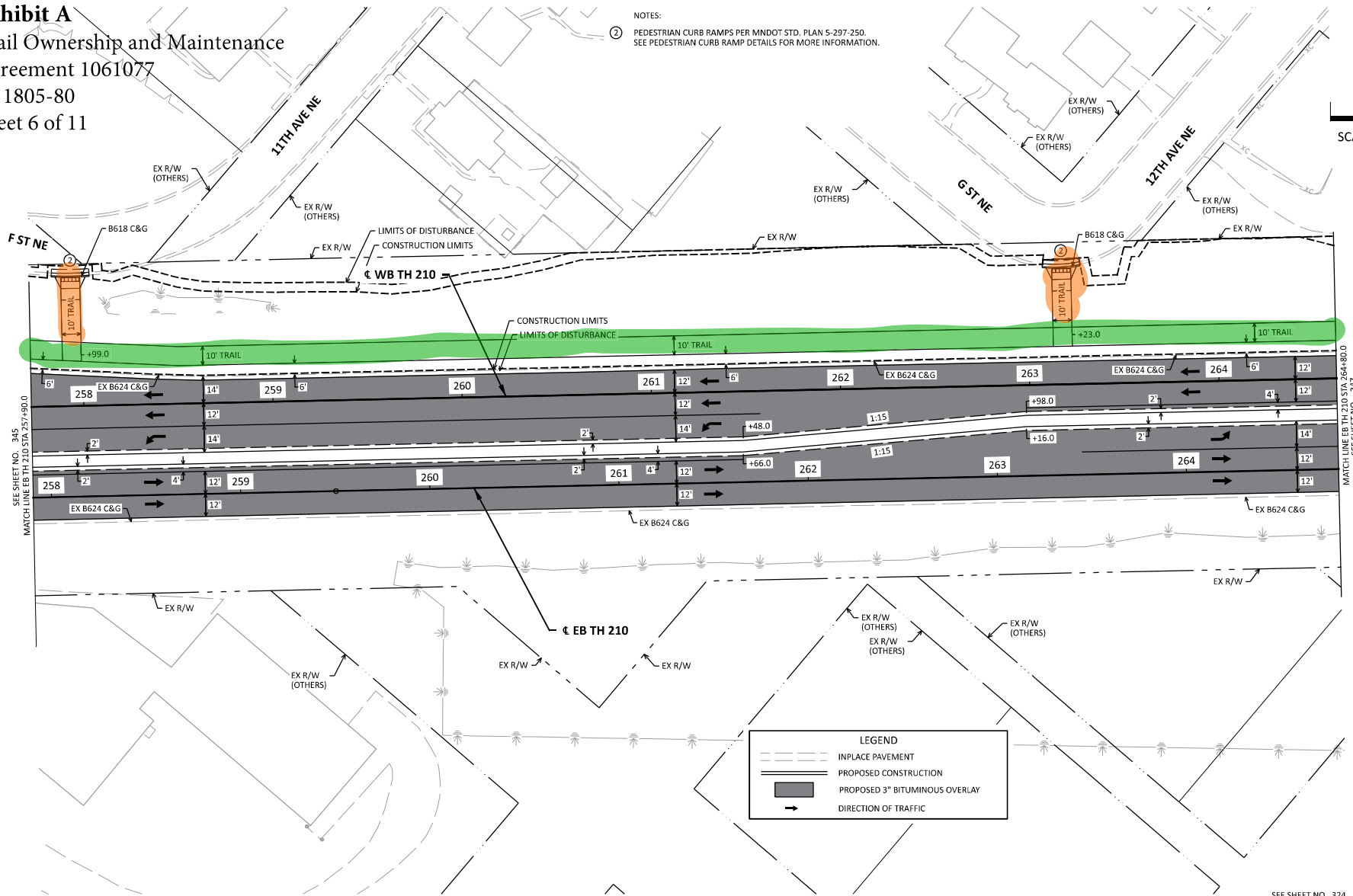
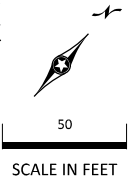
- NOTES:
1. CONSTRUCT CONCRETE APPROACH NOSE PER MNDOT STD. PLATE 7113.
 2. PEDESTRIAN CURB RAMP PER MNDOT STD. PLAN 5-297-250. SEE PEDESTRIAN CURB RAMP DETAILS FOR MORE INFORMATION.
 3. CONSTRUCT CONCRETE DRIVEWAY APRON PER MNDOT STD. PLAN 5-297-254.



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: NOAH T SCHMIDT <i>Noah T Schmidt</i> Date: 12-7-25 License # 59304	STATE AID PROJECT NO. SP 108-095-003	DRAWN BY M ELLERAS	MINNESOTA DEPARTMENT OF TRANSPORTATION CONSTRUCTION PLANS SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)	SHEET
	STATE PROJECT NO. 1805-80 1806-84 1811-36	DESIGNED BY N SCHMIDT		345
	COUNTY PROJECT NO. X	CHECKED BY S RUTMAN		OF
	CITY PROJECT NO. X	COMM. NO. 0015331		911
	SRF			

Exhibit A
Trail Ownership and Maintenance
Agreement 1061077
SP 1805-80
Sheet 6 of 11

NOTES:
 ② PEDESTRIAN CURB RAMPS PER MNDOT STD. PLAN 5-297-250.
 SEE PEDESTRIAN CURB RAMP DETAILS FOR MORE INFORMATION.



SEE SHEET NO. 324 FOR GENERAL NOTES

NO	DATE	BY	CHK	APPR	REVISION

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

Print Name: **NOAH T SCHMIDT**

Date: **12-7-25** License #: **59304**

STATE AID PROJECT NO.
 SP 108-090-005

STATE PROJECT NO.
 1805-80 1806-84
 1811-36

COUNTY PROJECT NO.
 X

CITY PROJECT NO. X

DRAWN BY
 M. ELLERAS

DESIGNED BY
 N. SCHMIDT

CHECKED BY
 S. RUTMAN

COMM. NO. 0015331



MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLANS

SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)

SHEET
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 OF
 911

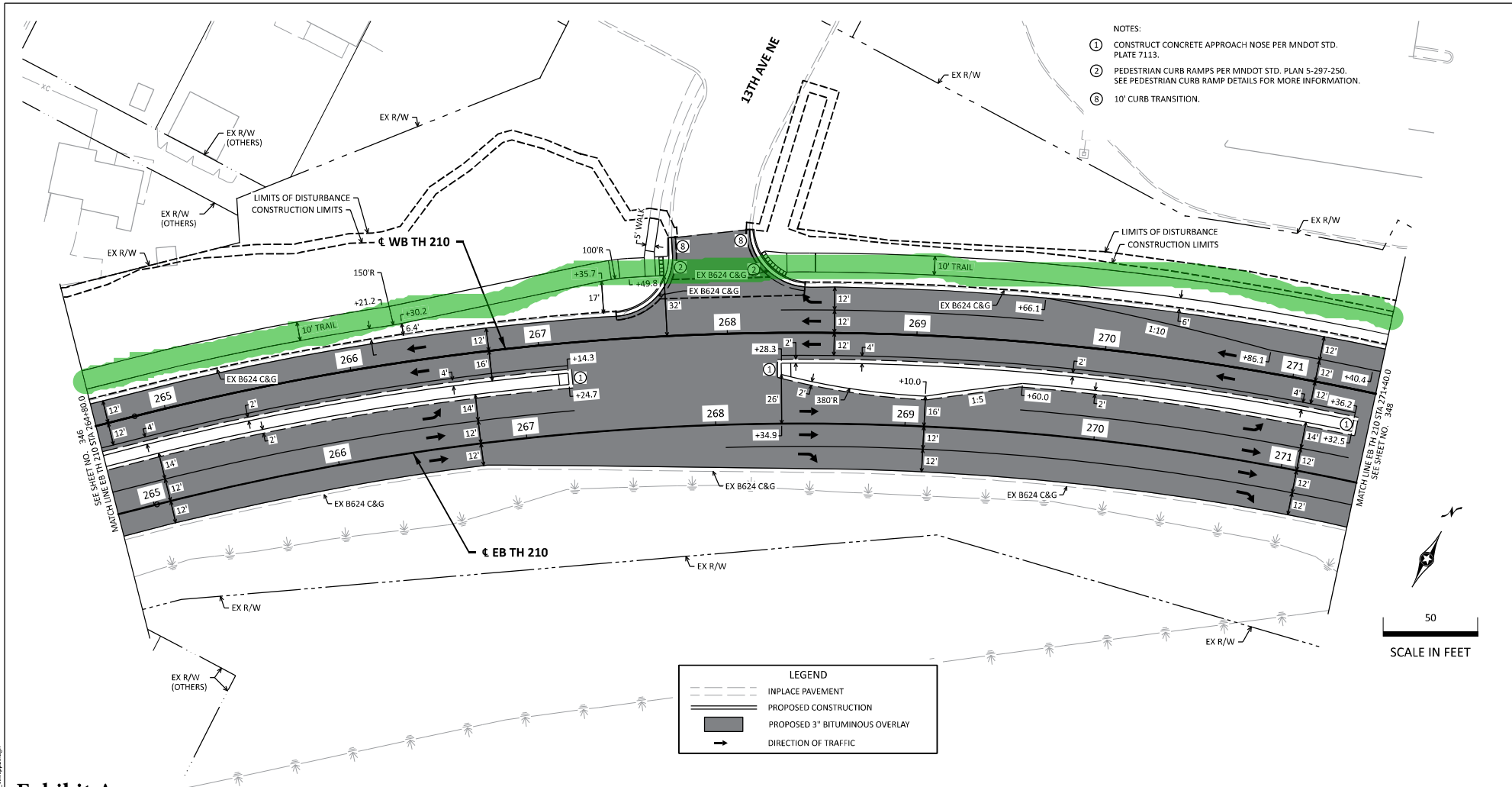


Exhibit A
Trail Ownership and Maintenance
Agreement 1061077
SP 1805-80
Sheet 7 of 11

SEE SHEET NO. 324 FOR GENERAL NOTES

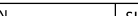
						I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.		STATE AID PROJECT NO. SP 108-090-003		DRAWN BY M. ELLERAS			MINNESOTA DEPARTMENT OF TRANSPORTATION		SHEET 347 OF 911
						Print Name: NOAH T SCHMIDT		STATE PROJECT NO. 1805-80 1806-84 1811-36		DESIGNED BY N. SCHMIDT			CONSTRUCTION PLANS		
						Date: 12-3-25 License #: 59304		COUNTY PROJECT NO. X		CHECKED BY S. RUTMAN			SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)		
								CITY PROJECT NO. X		COMM. NO. 0015331					
NO	DATE	BY	CHK	APPR	REVISION										
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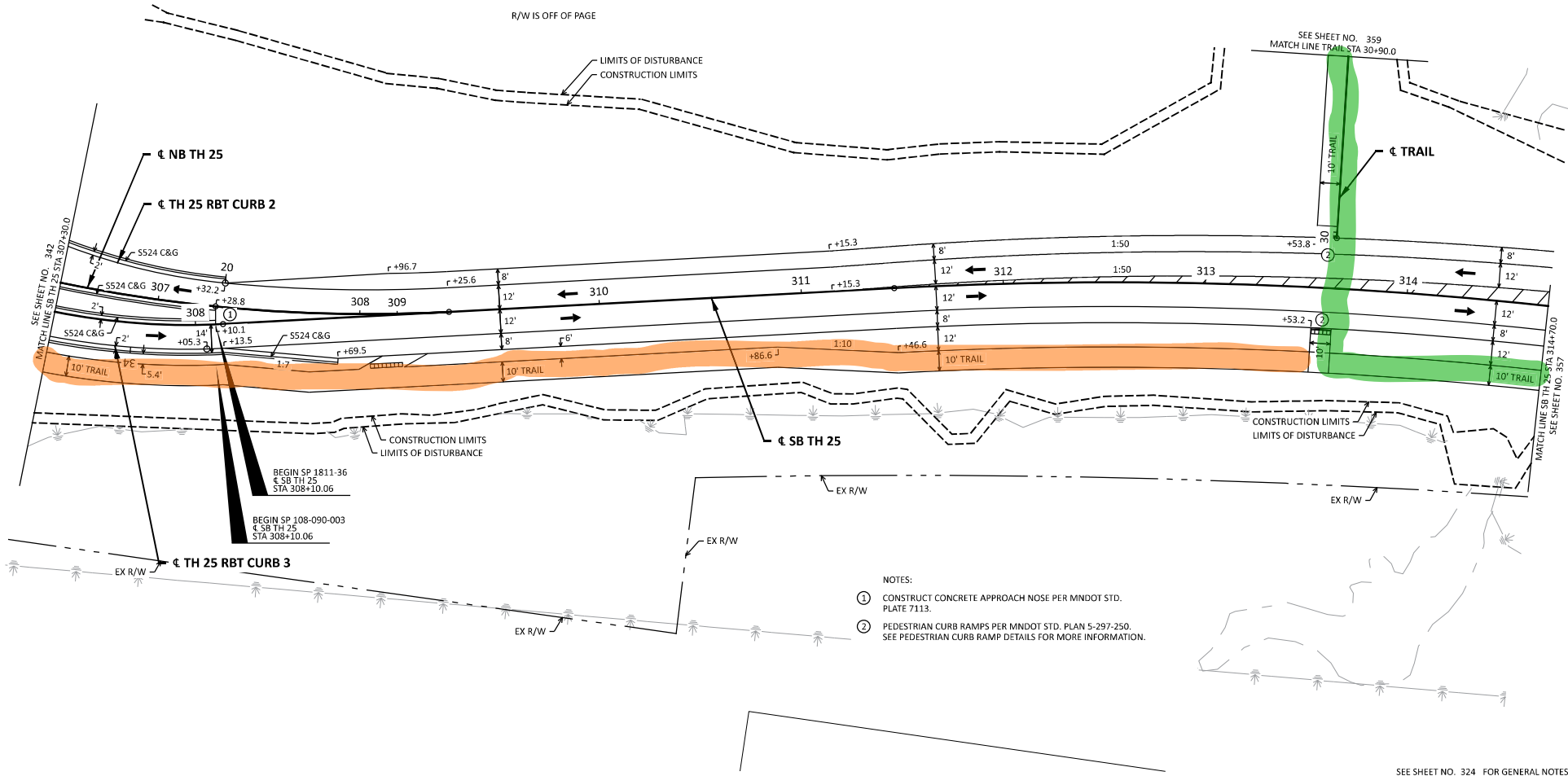
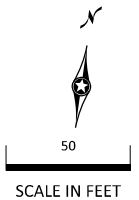
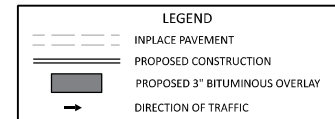
Exhibit A

Trail Ownership and Maintenance

Agreement 1061077

SP 1805-80

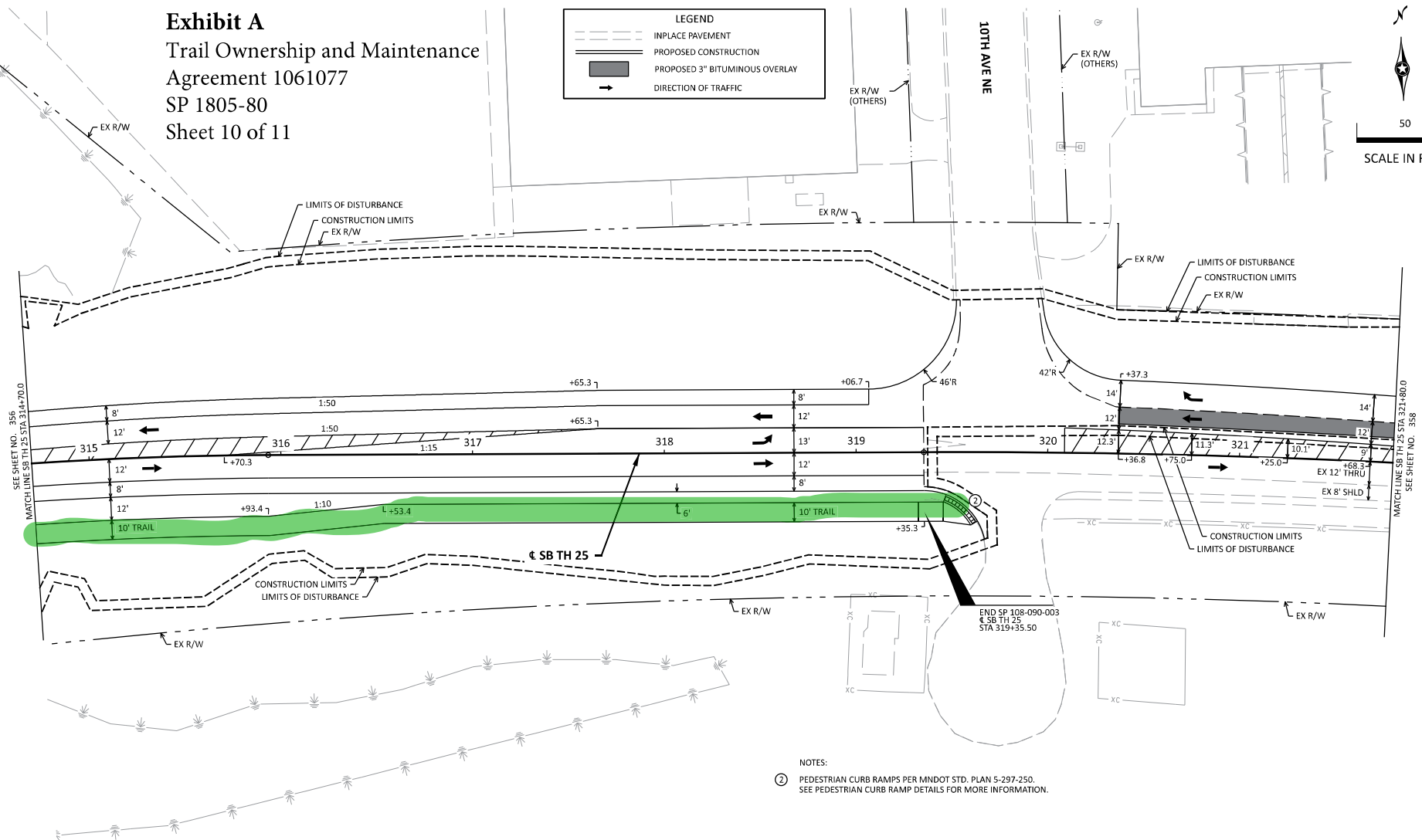
Sheet 9 of 11



					I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.		STATE AID PROJECT NO. SP 108-090-003		DRAWN BY M ELLERAS		 MINNESOTA DEPARTMENT OF TRANSPORTATION		SHEET 356 OF 911
					Print Name: NOAH T SCHMIDT		STATE PROJECT NO. 1805-80 1806-84 1811-36		DESIGNED BY N SCHMIDT				
					Date: 12-7-25 License # 59304		COUNTY PROJECT NO. X		CHECKED BY S RUTMAN				
							CITY PROJECT NO. X		COMM. NO. 0015331				
NO	DATE	BY	CHKD	APPR	REVISION		SRF		CONSTRUCTION PLANS SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)				

LEGEND

	INPLACE PAVEMENT
	PROPOSED CONSTRUCTION
	PROPOSED 3" BITUMINOUS OVERLAY
	DIRECTION OF TRAFFIC



- NOTES:
- ② PEDESTRIAN CURB RAMPS PER MNDOT STD. PLAN 5-297-250.
SEE PEDESTRIAN CURB RAMP DETAILS FOR MORE INFORMATION.

SEE SHEET NO. 324 FOR GENERAL NOTES

[illegible]

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

Print Name: NOAH T SCHMIDT
Noah Schmidt
 Date 12-4-25 License # 59304

STATE AID PROJECT NO. SP 108-090-003
STATE PROJECT NO.

1805-80	1805-84
1811-36	
COUNTY PROJECT NO. X	
CITY PROJECT NO. X	

DRAWN BY
M ELLERAAS

N SCHMIDT
 CHECKED BY
 B RUTMAN
 COMM. NO. 0015331

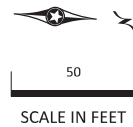


MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLANS
SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)

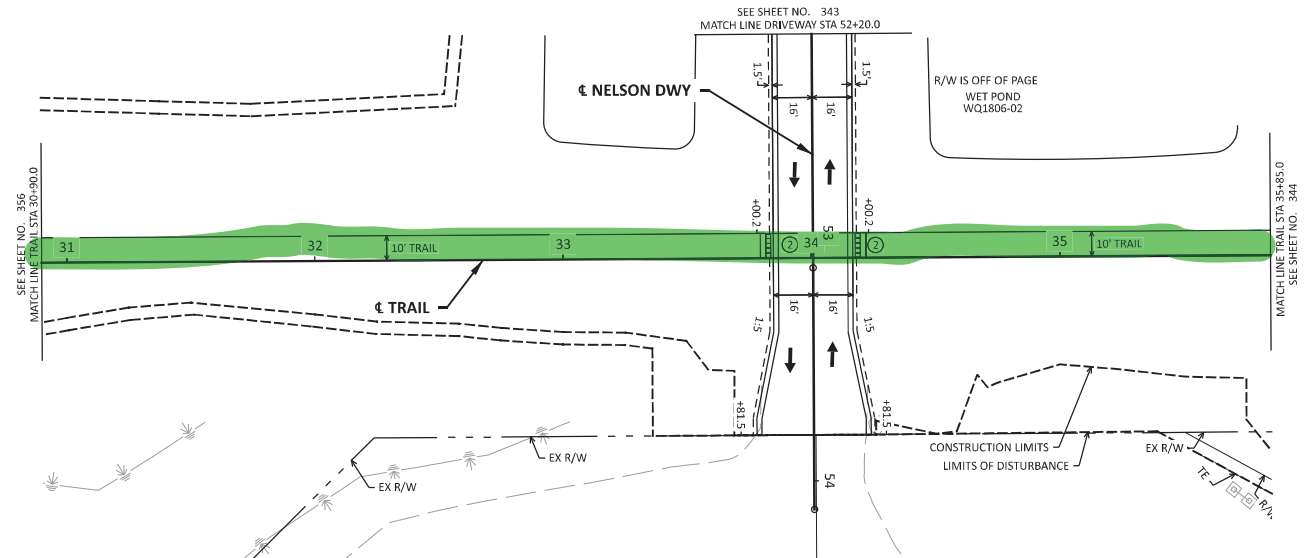
SHEET
357
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Exhibit A

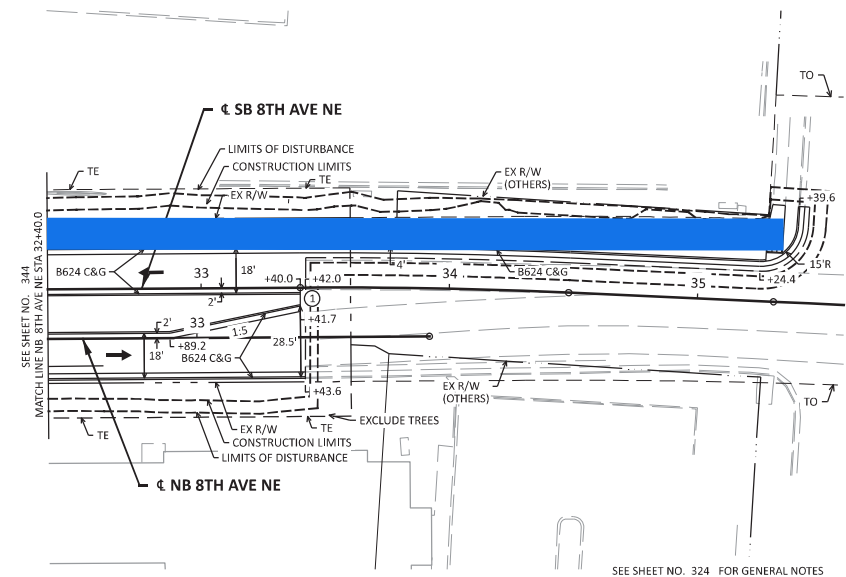
Trail Ownership and Maintenance
Agreement 1061077
SP 1805-80
Sheet 11 of 11



- NOTES:
- ① CONSTRUCT CONCRETE APPROACH NOSE PER MNDOT STD. PLATE 7113.
 - ② PEDESTRIAN CURB RAMP PER MNDOT STD. PLAN 5-297-250. SEE PEDESTRIAN CURB RAMP DETAILS FOR MORE INFORMATION.



LEGEND	
	INPLACE PAVEMENT
	PROPOSED CONSTRUCTION
	PROPOSED 3" BITUMINOUS OVERLAY
	DIRECTION OF TRAFFIC



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

Print Name: **NOAH T SCHMIDT**

Date: **12-8-25** License #: **59304**

STATE AID PROJECT NO.
SP 108-050-003

STATE PROJECT NO.
1805-80 1806-84
1811-36

COUNTY PROJECT NO.
X

CITY PROJECT NO. X

DRAWN BY
M. ELLERAS

DESIGNED BY
N. SCHMIDT

CHECKED BY
S. RUTMAN

COMM. NO. 0015333



MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLANS

SP 1805-80 (TH 210), SP 1806-84 (TH 210), SP 1811-36 (TH 25)

SHEET
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OF
911

CITY OF BRAINERD

RESOLUTION

IT IS RESOLVED that the City of Brainerd will enter into MnDOT Agreement No. 1061077 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 570 feet west of Baxter Drive to 720 feet east of Pine Shores Road under State Project No. 1805-80 (TH 210=002), State Project No. 1806-84 (TH 210=002), State Project No. 1811-36 (TH 25=018), and State Project No. 108-090-003.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Brainerd at an authorized meeting held on the _____ day of _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2026

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CROW WING COUNTY

RESOLUTION

IT IS RESOLVED that Crow Wing County will enter into MnDOT Agreement No. 1061077 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the State Furnished Materials for signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 570 feet west of Baxter Drive to 720 feet east of Pine Shores Road under State Project No. 1805-80 (TH 210=002), State Project No. 1806-84 (TH 210=002), State Project No. 1811-36 (TH 25=018), and State Project No. 108-090-003.

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Crow Wing County at an authorized meeting held on the _____ day of _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2026

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Construction Observation Proposals - TH 210/Washington Street Reconstruction Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director, Paul Sandy, Public Utilities Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Staff solicited proposals for Construction Observation (inspection) for the watermain and sanitary sewer portions of the upcoming TH 210/Washington Reconstruction Project. Two proposals were received: SEH and WSB. Both proposals and cost breakdowns are attached.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS Staff has reviewed both proposals. The proposals were scored according to the following factors:

- Qualifications/Experience = 30%
- Familiarity with Brainerd = 10%
- Cost/Fees Proposal = 60%

Based on the above factors, staff scored the proposals as follows:

1. SEH = 8.2
2. WSB = 5.8

The cost included in the SEH proposal totals \$268,000. WSB's total was \$289,686. However, removing the material testing allowance, this lowers the total to \$276,186. Please note that the SEH proposal assumes 140 construction days for the project. If the project extends beyond that, an amendment may be needed. It is anticipated that staff would split the cost of the observation based on percentage of costs of watermain and sanitary sewer based on the bid construction costs (currently estimated at 85% Water / 15% Sanitary). We would reconcile for any changes at the end of construction.

RECOMMENDED ACTION/MOTION

Recommend award of the Construction Observation contract for the TH 210/Washington Reconstruction Project to SEH in the amount of \$268,000.

FINANCIAL IMPACT

\$268,000



Building a Better World
for All of Us®

January 9, 2026

RE: Proposal for Professional Services
TH 210/Washington Street
Reconstruction
City of Brainerd
SEH No. BRDMN P-189083

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

Mr. Dehn,

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to collaborate with the City on this significant improvement project. Our team brings extensive municipal infrastructure construction experience, supported by staff based in our Baxter, MN office. Leveraging our proven expertise on similar projects and our familiarity with the specific requirements of this initiative, we are confident in our ability to deliver exceptional service to the City of Brainerd and its residents.

PROJECT UNDERSTANDING

The objective of this project is to reconstruct aging City infrastructure along the TH 210/Washington Street corridor, extending from Baxter Drive to Pine Shores Road, in conjunction with the MnDOT planned pavement and bridge reconstruction. The project includes reconstruction of underground utilities within the segment bounded by NW 4th Street to 10th Avenue NE.

Our proposed scope of work includes construction observation services for:

- Removal of approximately 11,000 linear feet of watermain and installation of approximately 15,000 linear feet of watermain.
- Replacement of approximately 70 commercial water services.
- Removal and replacement of approximately 3,000 linear feet of sanitary sewer piping along with necessary sewer services.
- Installation of all related appurtenances, such as hydrants, manholes, and other components.
- Installation of approximately 40 boulevard trees.

WORK PLAN AND APPROACH

Our approach to the project is structured around and summarized by the following primary tasks:

PHASE 1 – CONSTRUCTION ENGINEERING/CONTRACT ADMINISTRATION

Task 1 – Survey Services (176 Hours)

SEH will provide field survey services as outlined in this section. These services will include construction staking as required throughout the duration of the project. Staking will encompass alignment and grade for the new sanitary sewer and watermain, as well as landscaping features identified in the project plans. SEH will coordinate with MnDOT and its designated consultants to obtain the necessary horizontal and vertical control data, as well as the CAD files required to prepare staking, alignments, and grades.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 13850 Bluestem Court, Suite 150, Baxter, MN 56425

218.855.1700 | 866.852.8880 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Task 2 – Construction Observation Support (1620 Hours)

SEH will provide oversight of all City utility project activities to maintain compliance with MnDOT standards and specifications. Key responsibilities include attending the pre-construction conference, participating in progress meetings, conducting on-site evaluations of work and project status, and delivering full-time, daily construction observation services. Additional duties include reviewing and approving shop drawings, material lists, and related documentation; documenting construction activities utilizing OneOffice; and verifying project quantities. SEH will coordinate with the Contractor, MnDOT, and City staff for pay estimates and project changes.

Materials testing will be performed by MnDOT's testing consultant. Our team will oversee testing requirements as it relates to utility construction, confirm material certifications, and verify that materials and construction deliverables comply with MnDOT standards and specifications, including BABA. SEH will coordinate with utility providers and Bolton & Menk's LSL project to facilitate smooth construction and service continuity.

- *Deliverables: Monthly project updates in memorandum format with attached schedule updates / Daily construction observation dairies and supplemental photos / Shop drawing reviews*

Task 3 – Project Closeout (140 Hours)

SEH will prepare and submit all required documentation for the final pay voucher to the City of Brainerd and MnDOT, coordinate with the Contractor to conduct a final project walkthrough, and develop the final record drawings upon completion of the project.

- *Deliverables: As-built record drawings of underground utility infrastructure in CAD format*

PROJECT TEAM

The project team proposed for this project by SEH will be led by Shane Murphy and includes the following members:



Shane Murphy – Project Manager

Based in Baxter, Shane brings more than 10 years of experience across both public and private sectors. As the overall Project Manager and primary point of contact for the City, Shane will oversee project delivery, including scheduling, budgeting, and performance milestones. His extensive expertise in municipal infrastructure projects, combined with a proven history of successful collaboration with the City of Brainerd and other agencies, provides strong leadership and effective execution.

- *MnDOT Certifications: Aggregate Production, Bituminous Street, Concrete Field, Concrete Plant, Concrete Strength, Grading & Base, Bridge Construction, ADA Construction, and Landscape Specialist (In-progress).*



Cory Ascheman, PE – Quality Assurance Manager

Cory is a licensed professional engineer with over 23 years of experience delivering a diverse range of projects, including small-scale developments, municipal State Aid reconstructions, and large MnDOT Design-Build initiatives. As the Quality Assurance Manager for this project, Cory will leverage his extensive expertise in project management and construction administration to achieve compliance with established standards. He will collaborate closely with the project team to verify data collection forms, construction observation records, and as-built drawings are complete, accurate, and properly documented.

- *MnDOT Certifications: Aggregate Production, Bituminous Street, Concrete Field, Grading & Base, Bridge Construction, ADA Construction, and Landscape Specialist.*



Brad Wisted – Survey Crew Chief

With over 20 years of experience in surveying and field crew management, including numerous projects for the City of Brainerd, Brad will lead survey operations, including efforts to prepare accurate and essential data to support construction services. As a registered Professional Land Surveyor (PLS) in North Dakota, Brad brings a depth of technical expertise and proven leadership to the project team.



Paul Bremer – Construction Representative

With 7 years of construction observation experience, Paul will oversee daily site coordination and maintain detailed project documentation. His proven track record of supporting successful projects

with the City of Brainerd and multiple agencies, combined with his attention to detail and hands-on expertise, enables effective and accurate reporting of field activities.

- *MnDOT Certifications: Aggregate Production, Bituminous Street, Concrete Field, Grading & Base, ADA Construction and Landscape Specialist (In-progress).*

➤ **Detailed resumes are available upon request**

EXPERIENCE

- SEH has successfully led numerous municipal street and utility projects for the City of Brainerd, including South 8th Street Reconstruction, Oak Street Turnback, Mill Avenue improvements, Cuyuna Lakes State Trail, H Street and 10th Avenue NE reconstructions, and Business 371 Roundabout.
- The project team possesses extensive expertise in meeting documentation requirements for projects funded through federal, state, and local sources.
- The firm also has experience with a variety of infrastructure enhancements for the City of Brainerd such as Airport Utilities Extension, Garfield Safe Routes to School, Buffalo Hills Trail, and Willow Street projects.
- SEH has also managed recent projects in Baxter, MN including Well 5 & 6 Raw Water Main Improvements, South Forestview Area Improvements, FDR & Quiet Zone Improvements, and CSAH 48 & Cypress Drive Improvements.

COST CONTROL

SEH's estimated total cost for providing the services described in the work plan included with our proposal is **\$268,000**. This fee estimate has been prepared in accordance with the City of Brainerd's request for proposals and reflects our current understanding of the project scope and requirements.

Effective cost management will remain a priority throughout construction observation. While thorough design reduces the likelihood of changes, unforeseen factors—such as weather conditions, material availability, and subsurface variability—may still influence project costs, making contingencies essential within the construction budget. Our team brings extensive experience in proactive problem-solving and will work closely with the City Engineer to support informed decision-making and implement timely, cost-effective solutions.

Assumptions and Exclusions:

- The estimate is based on the scope of work outlined in the proposal.
- Additional services beyond the defined scope, including environmental services for contaminated soils, can be provided upon request.
- It is assumed that 140 construction days will occur between the 2026 and 2027 construction seasons.

Contingencies:

- SEH reserves the right to revise the estimate should project parameters change or if additional information becomes available that impacts the scope or schedule.

SUMMARY

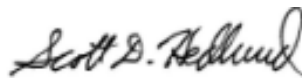
Thank you for the opportunity to submit this proposal. We look forward to the possibility of working with the City once again. Should you have any questions or require additional information, please contact Shane Murphy at 612.226.7984 or smurphy@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Shane Murphy
Project Manager



Scott D. Hedlund, PE, PMP
Principal
(Lic. MN, LA)



Building a Better World
for All of Us®

January 9, 2026

RE: Cost Proposal for Professional Services
TH 210/Washington Street
Reconstruction
City of Brainerd
SEH No. BRDMN P-189083

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

Mr. Dehn and Members of the Selection Committee:

Enclosed please find the SEH team's detailed cost breakdown (breakdown of hours, hourly rates, direct expenses, assumptions, and additional services) for the above-referenced project. Our fee estimate for the project is based on the City of Brainerd's request for proposals and our understanding of the project.

SEH's estimated total base cost for providing the services outlines in the detailed work plan included in our proposal is \$268,000.00.

Please let us know if you have any questions and thank you for considering the SEH team for this project.

Respectfully submitted,

Shane Murphy
Project Manager
smurphy@sehinc.com | 612.226.7984

Scott Hedlund, PE
Principal
shedlund@sehinc.com | 612.865.3509
(Lic., MN, LA)

pgs/mrb
Enclosure

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 13850 Bluestem Court, Suite 150, Baxter, MN 56425-6005

218.855.1700 | 866.852.8880 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

TH 210/Washington Street Reconstruction Project
Construction Observation and Survey Services
Work Plan Summary and Fee Estimate
City of Brainerd, MN
January 2026



WORK TASKS	Quality Assurance Manager	Project Manager	Construction Representative	Prof. Land Surveyor	Survey Crew Chief	Admin/Accounting	SEH TOTAL HOURS	TASK SUBTOTAL LABOR COST
	Cory Aschman	Shane Murphy	Paul Bremer	Dan Bemboom	Brad Wisted	Melissa Blommel		
1.0 Survey Services	0	0	0	16	160	0	176	\$29,900
2.0 Construction Observation Support	37	183	1384	0	0	16	1620	\$200,900
3.0 Project Closeout	12	64	56	0	0	8	140	\$21,100
Total Project Hours	49	247	1440	16	160	24	1936	\$251,900.00
Average Rates	\$235	\$170	\$115	\$220	\$165	\$120		

Total Labor Cost	\$251,900.00
Reimbursable Expenses	\$16,100.00
Total SEH Fee	\$268,000.00

**TH 210/Washington Street Reconstruction Project
Construction Observation and Survey Services
Work Plan and Fee Assumptions
January 2026**

1.0 Survey Services
Assumptions
Field staking alignment and grade of proposed sanitary sewer and watermain. Additionally, field staking of landscaping features as identified in project documents to be included. It is assumed that survey control and CAD modeling will be provided by others.
2.0 Construction Observation Support
Assumptions
It is assumed that MnDOT or others will provide materials testing services. SEH to provide oversight of materials testing schedule and coordinate with testing personnel.
Assumes up to thirty (30) weeks of attendance at weekly progress meetings.
Up to one hundred forty (140) 10-hour days of construction observation during active utility and landscape construction.
3.0 Project Closeout
Assumptions
As-built record drawings will be generated in CAD format by modifying the existing drawings provided by MnDOT.
Field documentation and supporting photos will be provided electronically.

City of Brainerd TH 210/Washington Street Reconstruction Project

Construction Observation and Survey Services

Estimated Reimbursable Direct Costs

City of Brainerd, MN

January 2026

SEH, INC.				
	NUMBER OF TRIPS	MILES / TRIP	TOTAL MILES	
TRAVEL EXPENSES				
RPR On Site / Local to Local Trips	170	15	2550	
Surveyor On Site / Local to Local Trips	30	12	360	
Project Manager Site Visits / Field Trips	30	12	360	
Subtotals:			3270	
ESTIMATED MILEAGE COSTS:	\$0.720 per mile			\$2,354
Computer Expenses (in OH multiplier)	0		\$0	\$0
Survey Equipment (per hour)	140	\$ 42.00	\$5,880	\$5,880
Construction Observer Survey Equipment (per hour)	280	\$ 15.00	\$4,200	\$4,200
Construction Observer Daily Vehicle Allowance (per day)	160	\$ 16.00	\$2,560	\$2,560
Miscellaneous Expenses				\$146
TOTAL ESTIMATED DIRECT REIMBURSEABLE COSTS				\$16,100

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



Re: Proposal for TH 210/Washington Street Reconstruction Project

Dear Jessie,

On behalf of WSB, thank you for the opportunity to submit our qualifications for the City of Brainerd's Construction Observation of the TH 210/Washington Street Reconstruction Project. WSB values our longstanding partnership with the City and is committed to delivering high-quality observation and documentation services to ensure successful completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jupe Hale".

Jupe Hale, PE
Senior Director of Municipal Services

PROJECT UNDERSTANDING AND BACKGROUND

The City of Brainerd is seeking a consultant engineering firm to provide construction observation services for the TH 210/Washington Street Reconstruction Project. The requested services focus specifically on the construction of City-owned utilities, including watermain and sanitary sewer improvements, along with oversight of tree plantings. Construction is expected to take place during the 2026 and 2027 construction seasons.

Our team understands that the scope of services includes attending the pre-construction meeting, assisting with interpretation of plans and specifications during construction, and completing submittal and shop drawing reviews. Responsibilities also include construction staking, providing full-time daily on-site inspection, ensuring conformance with project plans and specifications, and maintaining strong public relations with residents and property owners affected by construction activities.

Weekly construction meetings and daily documentation will be an essential part of this project. Our team will maintain a detailed daily diary of construction activities, track and document pay item quantities, and work with the Contractor, MnDOT, and City staff to prepare accurate quantities for MnDOT's partial pay estimates. We will coordinate required materials testing and ensure proper tracking and certification of all materials. We recognize the importance of properly documenting compliance with all federal and state requirements to protect the City's interests and ensure the project meets all funding and regulatory obligations.

WSB is prepared to deliver comprehensive engineering services for this project, supported by our experience with similar municipal and MnDOT-coordinated projects and our familiarity with the Brainerd community.

WORK PLAN

WSB proposes the following work plan based on the RFP and federal project requirements:

CONSTRUCTION ENGINEERING & CONTRACT ADMINISTRATION

- Attend pre-construction meeting.
- Review plans, specifications, and submittals.
- Prepare staking plan for utilities and landscaping.
- Provide daily on-site observation for watermain, sanitary sewer, and landscaping as guided by the project schedule.
- Maintain daily diaries, photos, and pay item documentation.
- Coordinate materials testing and certification for the City’s Utility work.
- Work with Contractor and provide quantities for pay estimates.
- Conduct final review and punch list.
- Prepare record drawings in CAD format.
- Submit all final documentation to City and MnDOT.

BUDGET HOURS

Phase Task		Hours
A	Construction Administration	226
B	Construction Observation Support	1270
C	Geotechnial Testing Services	0
D	Project Close-out	22
TOTAL		1518

ASSUMPTIONS:

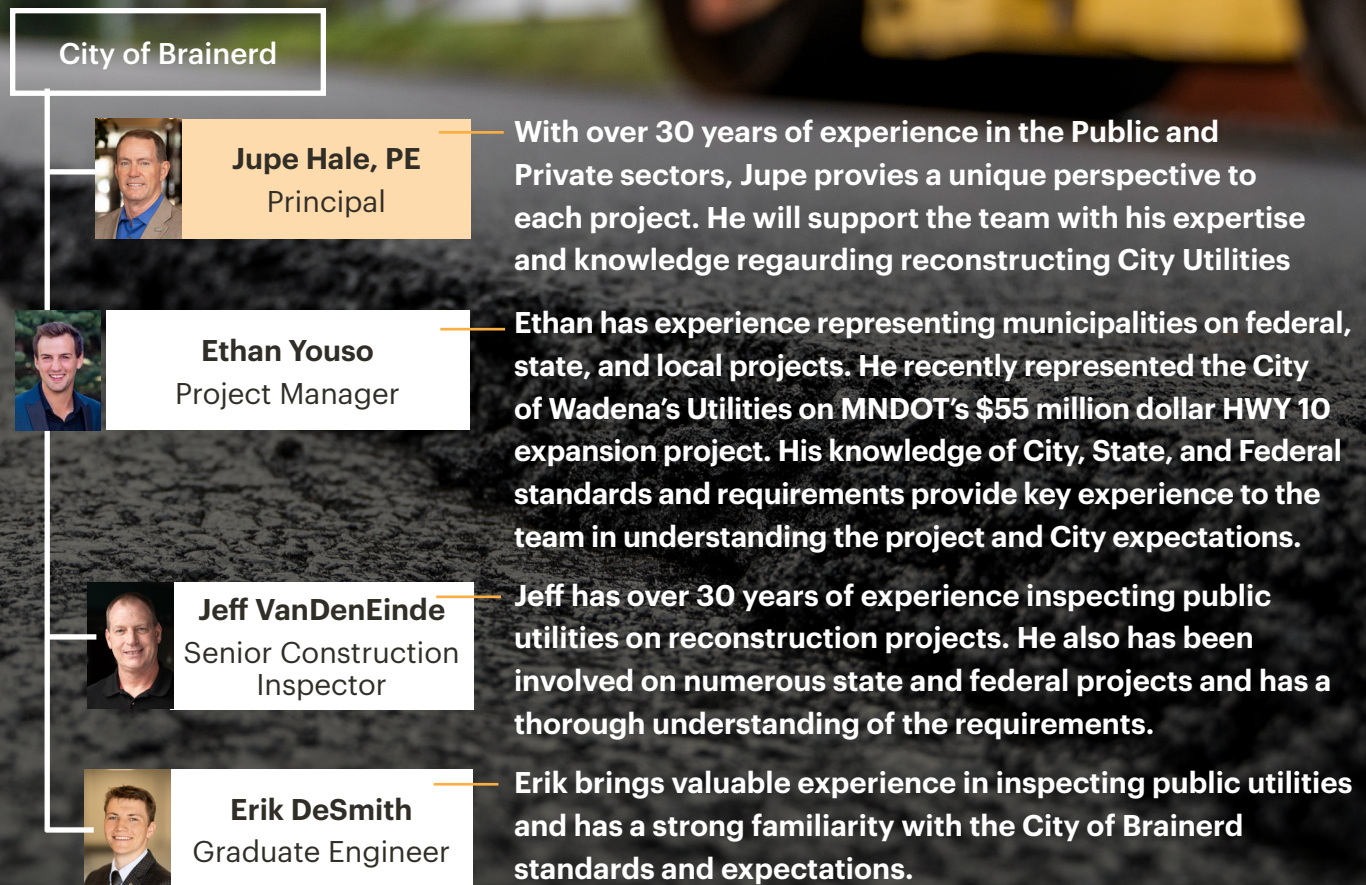
- The City’s Utility and Landscaping work on this project will take the contractor 127 working days over the two construction seasons.
- There will be 30 weekly construction meetings attended over the 2 year project.
- There will be up to 3 field orders or change orders to complete with the contractor.
- The CAD staking files are being provided by the City and their design consultant.

SCHEDULE

WSB is prepared to begin work immediately upon City Council authorization and can accelerate the schedule for early construction bidding if needed. The proposed schedule meets all RFP requirements and complies with Minnesota Statute 429 Special Assessment policy.

TASK	2026							2027			
	Mar	Apr	May	Jun	Jul	Aug	Sept	May	Jun	Jul	Aug
Construction Administration											
Construction Observation & Support											
Geotechnical Testing Services											
Project Close-out											

TEAM ORGANIZATION



UNIQUE QUALIFICATIONS

TH 65 Blaine Interchanges | MnDOT: WSB is providing final design services for a \$170M corridor improvement project on TH 65 from 97th Ave NE to 121st Ave NE. The project includes reconstruction of roadway corridors, installation of utilities, and integration of pedestrian facilities such as sidewalks and shared-use paths. Our team has coordinated multiple design elements including roundabouts, lighting, signal systems, and overhead signage while ensuring compliance with MnDOT standards and federal funding requirements.

CSAH 4 (7th Ave N) | City of Princeton: WSB provided construction observation and contract administration for the rural-to-urban roadway reconstruction along CSAH 4. The project included installation of a new storm sewer system, complete removal and reconstruction of the sanitary sewer, lift station upgrades, full replacement of the watermain, and renewal of sanitary sewer and water services. Roadway improvements featured the construction of a modern roundabout located just south of Princeton Elementary School. The project received State Aide funding and WSB ensured full compliance with all funding requirements throughout construction.



A COST PROPOSAL FOR

TH 210/Washington Street Reconstruction Project

FOR THE CITY OF BRAINERD

ESTIMATED FEES

WSB will perform the tasks requested in the RFP on a hourly, not-to-exceed basis of **\$289,686**. Below is a summary of task hours and fees; a detailed breakdown is included for your reference.

Task Description		Estimated Hours									Task Fee
		Principal Engineer Jupe Hale	Project Manager Ethan Youso	Const. Obs. Lead Jeff VanDenEinde	Const. Obs. Support Erik DeSmith	Admin. Assistant Amy Rein	Survey Crew Chief Ryan Rausch	Two-Person Survey Crew	Geotech. Allowance	Task Hrs.	
A CONSTRUCTION ADMINISTRATION											
A.01	Preconstruction Meeting		2	2						4	\$804
A.02	Submittals		10		15					25	\$4,475
A.03	Weekly Progress Meetings		30							30	\$6,450
A.05	Construction Staking						8	120		128	\$34,632
A.06	Field Staking			2	6					8	\$1,304
A.07	Contract Change Management	1	9							10	\$2,210
A.08	Final Insp./Walkthrough's/Punchlist	1	6	6	3					16	\$3,152
A.09	Final Pay Voucher		1	2	2					5	\$899
Const. Administration Subtotal		2	58	12	26	-	8	120	-	226	\$53,926
B CONSTRUCTION OBSERVATION & SUPPORT											
B.01	Full-Time Daily On-Site Inspections			400	870					1270	\$209,650
B.02	Quantity Coordination					40				40	\$5,400
B.03	Plan & Specification Interpretation	1	15							16	\$3,500
Const. Obs. & Support Subtotal		1	15	400	870	40	-	-	-	1326	\$218,550
C GEOTECHNICAL TESTING SERVICES											
C.01	Material Testing Allowance								1	1	\$13,500
Geotech. Testing Services Subtotal		-	-	-	-	-	-	-	1.00		\$13,500
D PROJECT CLOSE-OUT											
D.01	Record Drawings		1		15					16	\$2,540
D.02	Final Federal & State Aid Submittals		4		2					6	\$1,170
Project Close-out Subtotal		-	5	-	17	-	-	-	-	22	\$3,710
TOTALS		3	78	412	913	40	8	120	1	1574	\$289,686
Average Hourly Billing Rate		\$275	\$215	\$187	\$155	\$135	\$204	\$275	\$13,500		
Total Fee by Labor Classification		\$825	\$16,770	\$77044	\$14,1515	\$5,400	\$1,632	\$33,000	\$13,500		\$289,686
TOTAL PROJECT FEE											\$289,686

The City's Utility and Landscaping work on this project will take the contractor 127 working days over the two construction seasons. There will be 30 weekly construction meetings attended over the 2 year project. There will be up to 3 field orders or change orders to complete with the contractor. The CAD staking files are being provided by the City and/or their design consultant.



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Final Pay Request - Improvement 24-08 - M Street Outfall Repair Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Attached to this item is the Final Pay Request #2 for Improvement 24-08 - M Street Outfall Repair Project. The final pay request is in the amount of \$18,170.95, bringing the total amount to \$112,244.70.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The original bid was for \$116,141.00. The final amount is \$3,896.30 (3%) under the original contract amount. Costs for the project would be funded by the Storm Water Utility Fund.

RECOMMENDED ACTION/MOTION

Move to approve the final pay request for Improvement 24-08 in the amount of \$18,170.95.

FINANCIAL IMPACT

\$18,170.95

M Street Storm Sewer Outfall
Repair

Final Pay Voucher 2



Client: City of Brainerd 501 Laurel St Brainerd, MN 56401-3595	Contractor: Tretter Excavating, LLC. 14665 State Hwy 210 Brainerd, MN 56401
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WSB Project No.: 028470-000
Client Project No.: Improvement 24-08
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$116,141.00	Original	\$116,141.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$116,141.00	Total	\$116,141.00

Work Certified To Date	
Base Bid Items	\$112,244.70
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$112,244.70

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$13,219.70	\$112,244.70	\$0.00	\$94,073.75	\$18,170.95	\$112,244.70
Percent Retained: 0%			Percent Complete: 96.65%		

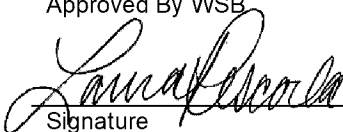
FINAL PAY VOUCHER

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Tretter Excavating, LLC.

Approved By WSB


Signature


Signature

1/12/26
Date

December 22, 2025
Date

Approved By City of Brainerd


Signature

Digitally signed by Jessie Dehn, P.E.
Date: 2026.01.15 11:09:04 -06'00'

1/15/2026
Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	10/27/2025	\$99,025.00	\$4,951.25	\$94,073.75
2	12/22/2025	\$13,219.70	(\$4,951.25)	\$18,170.95

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local	\$112,244.70	\$0.00	\$94,073.75	\$18,170.95	\$112,244.70

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$18,170.95	\$116,141.00	\$116,141.00	\$112,244.70

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
2	2101.502	CLEARING	EACH	\$200.00	15	0	\$0.00	15	\$3,000.00
3	2101.502	GRUBBING	EACH	\$200.00	15	0	\$0.00	15	\$3,000.00
4	2104.503	REMOVE CHAIN LINK FENCE	L F	\$10.00	50	0	\$0.00	50	\$500.00
5	2104.503	REMOVE SEWER PIPE (STORM)	LF	\$20.00	40	0	\$0.00	24	\$480.00
6	2104.502	REMOVE PIPE APRON	EACH	\$200.00	1	0	\$0.00	1	\$200.00
7	2104.601	SALVAGE & INSTALL RANDOM RIPRAP	L S	\$2,000.00	1	0	\$0.00	1	\$2,000.00
8	2106.507	COMMON EMBANKMENT (CV)	C Y	\$20.00	93	0	\$0.00	93	\$1,860.00
9	2106.601	SITE GRADING	L S	\$5,000.00	1	0	\$0.00	1	\$5,000.00
10	2501.502	36" RC PIPE APRON	EACH	\$12,000.00	1	0	\$0.00	1	\$12,000.00
11	2501.602	TRASH GUARD FOR 36" PIPE APRON	EACH	\$2,000.00	1	0	\$0.00	1	\$2,000.00
12	2503.503	36" RC PIPE SEWER DESIGN 3006 CL III	LF	\$185.00	254	54	\$9,990.00	254	\$46,990.00
13	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
14	2506.502	CASTING ASSEMBLY	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
15	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$800.00	18	0	\$0.00	15.5	\$12,400.00
16	2511.507	RANDOM RIPRAP CLASS IV (FIELDSTONE)	C Y	\$80.00	20	0	\$0.00	12	\$960.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
17	2557.603	INSTALL CHAIN LINK FENCE	L F	\$30.00	50	0	\$0.00	50	\$1,500.00
18	2573.502	STABILIZED CONSTRUCTION EXIT	EACH	\$1,200.00	1	0	\$0.00	0	\$0.00
19	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$40.00	100	0	\$0.00	128.125	\$5,125.00
20	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$3.30	670	409	\$1,349.70	409	\$1,349.70
21	2575.505	SEEDING	ACRE	\$2,400.00	0.7	0.7	\$1,680.00	0.7	\$1,680.00
22	2575.608	SEED WOODLAND EDGE CENTRAL	LB	\$8.00	25	25	\$200.00	25	\$200.00
Bid Totals:							\$13,219.70		\$112,244.70

Project Category Totals		
Category	Amount This Voucher	Amount To Date
BASE BID	\$13,219.70	\$112,244.70

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Pool Engineering Services Letters of Interest (LOI) and Statement of Qualifications (SOQ)

AGENDA: SPW Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Paul Sandy, Public Utilities Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, City Engineer, Paul Sandy, **ESTIMATED TIME (MIN):** 10 Minutes
Public Utilities Director

SUMMARY OF ISSUE

Staff is requesting review and discussion by the Safety and Public Works Committee and the City Council regarding the City moving forward with soliciting and establishing a consultant pool for all public works functions where professional engineering, architectural, and related services are required.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

City staff is requesting Council review of a Request for Letters of Interest (LOIs) and Statements of Qualifications (SOQs) to establish a multi-award, on-call consultant pool for professional engineering and architectural services supporting Public Works, Brainerd Public Utilities (BPU), and Parks-related infrastructure and facilities projects. The purpose of this solicitation is to prequalify experienced firms and create a roster from which the City can efficiently deliver projects across a wide range of municipal disciplines.

The consultant pool will cover fifteen (15) defined service categories, including street resurfacing and reconstruction, traffic engineering, water, wastewater, and stormwater system studies, treatment plant engineering, environmental and regulatory services, surveying and GIS, geotechnical and materials testing, construction administration, municipal facilities, parks and trail planning, and lead service line replacement. Firms may submit qualifications for one or multiple categories, with separate SOQs evaluated for each category.

Firms selected through this process will enter into a City-prepared Master Services Agreement and be placed on the on-call roster for a five-year term (2027–2031), with the option for extensions at the City's discretion. Project work will be authorized through individual task orders or limited "mini-RFPs" issued only to firms within the approved pool. Each task order will define scope, schedule, deliverables, and a negotiated not-to-exceed fee, while remaining subject to the terms of the master agreement and established fee schedules that are reviewed and negotiated on an annual basis.

The RFP establishes a transparent and competitive evaluation process using a 100-point scoring system that prioritizes relevant experience, team qualifications, fees, references, QA/QC procedures, and

unique qualifications. The intent is to finalize the consultant pool in early April 2026 for use beginning with the 2027 project delivery year.

Benefits to Moving to a Consultant Pool Structure

Transitioning to a consultant pool model provides significant efficiency, control, and consistency advantages for the City:

1. Front-End Qualification and Reduced Procurement Burden

By evaluating qualifications once at the outset, the City eliminates the need to repeatedly solicit and score full SOQs for each individual project. This streamlines procurement, reduces staff workload, and allows project teams to focus on delivery rather than administrative processes.

2. Master Contracts in Place

Executing Master Services Agreements upfront ensures consistent contractual terms, insurance requirements, and fee structures across all consultants. This reduces legal review time, avoids repetitive negotiations, and accelerates project start-up.

3. City Control of Scope, Schedule, and Priorities

With prequalified consultants under contract, the City retains control over project scope and sequencing. Task orders can be tailored precisely to City needs, schedules can be aligned with funding and construction windows, and consultants can be mobilized quickly when issues or opportunities arise.

4. Shorter, Targeted, and Consolidated Solicitations

Future project solicitations are limited to firms already in the pool and can be brief and focused on approach, availability, and most importantly, price. This improves response quality, shortens timelines, and increases competitiveness while reducing administrative overhead.

5. Improved Consistency and Long-Term Planning

A multi-year pool supports continuity across the City's 10-Year Street, Sewer, and Water CIP, BPU's 5-Year CIP, and the City's 30-Year Capital Facility Plan. Consultants gain familiarity with City standards and systems, resulting in more consistent deliverables, fewer revisions, and improved coordination across projects.

RECOMMENDED ACTION/MOTION

Staff recommends proceeding with the consultant pool solicitation process as outlined in the RFP. Further, staff recommends that:

The Public Utilities Commission and Park Board each take formal action at their January 27 meetings to support and authorize participation in the consultant pool solicitation.

The City Council consider and approve the consultant pool solicitation framework and process at its February 2 meeting, allowing staff to proceed with advertising, evaluation, and selection in accordance with the published schedule.

FINANCIAL IMPACT

There is no financial impact associated with setting up of the consultant pool. Once the pool is established, consultants within the pool will competitively submit their proposed work plan on a project by project basis with associated fees and selection criteria outlined in the solicitations.

CITY OF BRAINERD
REQUEST FOR LETTERS OF
INTEREST (LOI) AND
STATEMENT OF
QUALIFICATIONS (SOQ)

**Professional Engineering and Architecture Services Pool
(On-Call Roster): 2027 - 2031**

Proposals due Wednesday, March 4, 2026 at 12:00 p.m.

OVERVIEW

The City of Brainerd hereby requests Letters of Interest (LOIs) and Statements of Qualifications (SOQs) from experienced and qualified professional engineering and architecture firms for the purpose of establishing an on-call roster (pool) to provide comprehensive engineering and architecture services for all public works functions. Firms selected through this process will assist the City by providing expertise for planning, design, evaluation, construction support, and other engineering and architecture services on an as-needed basis.

BACKGROUND

The City of Brainerd is interested in receiving services from experienced and qualified consultants that can demonstrate an understanding of municipal services and public works operations including sanitary sewer, stormwater, watermain, water treatment, wastewater treatment, transportation, surveying, geotechnical, construction administration, municipal facilities and related disciplines. The City intends to establish a multi-award roster from which task orders or mini requests for proposals (RFPs) will be issued as needed. The specific areas of practice considered for professional engineering and architecture services include, but are not limited to:

- Preliminary engineering and design for street and utility reconstruction and resurfacing projects.
- Plans, specifications, and cost estimates.
- Traffic modeling and planning services.
- Hydraulic modeling and utility analyses.
- Water and wastewater process engineering.
- Permitting and regulatory coordination.
- Public works planning and studies.
- Facilities planning, engineering, architecture, and construction.
- Construction contract administration and inspection.
- Surveying, GIS, and CAD support.
- Geotechnical and materials testing.
- Project documentation and as-builts.
- 3rd party development plan review services.
- Special assessment support pursuant to Minnesota Statute 429.

Selected firms will be placed on an on-call roster for up to 5 (five) years with options to extend at the discretion of the City of Brainerd. Task orders will be negotiated individually. The City may solicit mini proposals among rostered firms for specific projects.

SERVICE CATEGORIES

The specific areas of practice considered for professional engineering and architectural services are as follows:

- **Category 1: General Municipal Engineering – Street Resurfacing Projects** – This category includes, but is not limited to, projects identified in the City’s 10-Year Capital Improvement Plan as street resurfacing projects. Typical work may include mill and overlay, bituminous overlay, full-depth pavement resurfacing, limited utility improvements, ADA upgrades, traffic control signing, pavement marking, and other associated or appurtenant work. Specified project-related services include all work necessary to deliver assigned projects, including topographic and boundary surveys, preliminary design, final design and preparation of detailed plans and specifications, bidding and procurement support, special assessment procedures pursuant to Minnesota Statutes Chapter 429, and construction administration and observation.
- **Category 2: General Municipal Engineering – Street Reconstruction Projects** – This category includes professional engineering services for projects identified in the City’s 10-Year Capital Improvement Plan as street reconstruction projects. Typical work may include full-depth street reconstruction and associated improvements such as replacement of sanitary sewer, watermain, storm sewer, curb and gutter, sidewalks, trails, ADA improvements, traffic control signing, pavement marking, and other related or appurtenant work. Services may also include coordination with utilities and stakeholders, preparation of plans and specifications, permitting, bidding assistance, and construction administration and observation. In addition, this category may include support for private development projects, including review of development plans for compliance with City standards, coordination with developers and their consultants, and construction observation to ensure proper installation of public infrastructure associated with private developments.
- **Category 3: Traffic Engineering and Studies** - This category includes professional engineering services associated with traffic operations, safety, mobility, and multimodal transportation planning within the City. Work may include traffic data collection and analysis, traffic impact studies, corridor and intersection operational evaluations, signal warrant analyses, traffic signal design and timing optimization, signing and pavement marking plans, speed studies, pedestrian and bicycle safety evaluations, and school zone safety assessments. Services may also include review of traffic studies and transportation analyses submitted as part

of private development projects, evaluation of compliance with City and regulatory standards, coordination with developers and their consultants, and recommendations for mitigation or improvements. Additional tasks may include preparation of technical reports, public engagement support, coordination with MnDOT and other agencies, and preparation of documentation to support funding applications or implementation of recommended improvements.

- **Category 4: Utility System Studies – Water, Sanitary Sewer** - This category includes professional engineering services related to planning, evaluation, and analysis of the water distribution, and sanitary sewer utility systems. Water system services may include system modeling, capacity and pressure evaluations, pressure zone planning, hydrant and valve assessment, fire flow analysis, and infrastructure planning to support growth or system reliability. Sanitary sewer services may include inflow and infiltration (I/I) evaluations and mitigation planning, sewer system modeling, capacity and deficiency analyses, lift station planning and design, and identification of rehabilitation or expansion needs. Services may also include development review support, preparation of technical reports and feasibility studies, coordination with regulatory agencies, and support for grant or funding applications.
- **Category 5: Stormwater Management, BMP Design, and MS4 Support** - This category includes professional engineering services related to the planning, design, review, and implementation of stormwater management projects and regulatory compliance activities for the City. Work may include design of stormwater Best Management Practices (BMPs), stormwater treatment systems, flood mitigation improvements, storm sewer reconstruction and rehabilitation projects, drainage analysis, hydrologic and hydraulic modeling, and development of project plans, specifications, and cost estimates. Services may also include stormwater plan review and coordination for private development projects, construction observation to ensure compliance with City standards, and support for MS4 permit compliance, including SWPPP development, inspections, documentation, and reporting. Additional services may include assistance with funding applications, public education and outreach related to stormwater management, coordination with regulatory agencies, and preparation of technical reports and recommendations to support long-term stormwater system performance and environmental protection.
- **Category 6: Trenchless Rehabilitation – Water, Sanitary Sewer, and Storm Sewer Systems** - This category includes professional engineering services related to planning, design, evaluation, and implementation of trenchless rehabilitation methods for the City's utility infrastructure. Work may include assessment of existing watermain, sanitary sewer, and storm sewer systems; development of rehabilitation strategies; and preparation of feasibility studies and recommendations. Services may involve technologies such as cured-in-

place pipe (CIPP), pipe bursting, slip lining, structural lining systems, sectional point repairs, and related trenchless techniques. Typical tasks include condition assessment and prioritization, field investigations, hydraulic and structural evaluations, development of plans and specifications, cost estimating, coordination with regulatory agencies, funding and grant support, bidding assistance, and construction administration and observation.

- **Category 7: Water Treatment and Storage Engineering:** This category includes professional engineering services related to planning, design, evaluation, and optimization of the City's water treatment and storage facilities. Work may include condition assessments, capacity analyses, treatment process evaluations, regulatory compliance support, and development of facility rehabilitation or expansion plans. Services may also include design of new or upgraded treatment systems, storage tanks, reservoirs, booster stations, and chemical feed systems; preparation of feasibility studies and technical reports; preparation of plans and specifications; cost estimating; funding and grant support; coordination with regulatory agencies; and bidding assistance, construction administration, and observation.
- **Category 8: Wastewater Treatment Plant Engineering:** This category includes professional engineering services associated with the planning, evaluation, design, and improvement of the City's wastewater treatment plant facilities and processes. Work may include facility capacity and condition assessments, treatment process optimization, regulatory and permit compliance planning, biosolids handling and management evaluations, energy efficiency and resiliency planning, and development of rehabilitation or expansion recommendations. Services may also include preparation of feasibility studies and technical reports, design of process and structural improvements, cost estimating, coordination with regulatory agencies, funding application support, bidding assistance, and construction administration and observation.
- **Category 9: Environmental and Regulatory Services -** This category includes professional services to support environmental compliance, permitting, and regulatory coordination across all public works functions. Work may include preparation of Environmental Assessment Worksheets (EAW) and Environmental Impact Statements (EIS) support documentation; National Environmental Policy Act (NEPA) documentation; and wetland delineation, permitting, mitigation planning, and coordination with regulatory agencies. Services may also include Phase I and Phase II Environmental Site Assessments, contaminated soil and groundwater evaluations, hazardous materials assessment and remediation planning, cultural and historic resource coordination, endangered species review, and air, odor, and noise evaluations as applicable to public infrastructure projects. Assistance may further include permitting strategy development, grant and funding

support, public engagement assistance, and preparation of clear technical reports and regulatory submittals to ensure timely and compliant project delivery.

- **Category 10: Surveying, Mapping, and GIS Support** - This category includes professional services related to surveying, mapping, and geospatial support for public infrastructure and utility projects. Work may include topographic and boundary surveys; right-of-way research, establishment, and monumentation; easement preparation and legal descriptions; subdivision and platting support; and preparation of detailed base mapping. Services may also include construction staking, as-built surveys, utility locates and mapping, aerial and drone-based survey support, and preparation of survey reports and exhibits. GIS-related services may include data development and maintenance, asset inventory and condition assessment, system mapping, GIS database integration, and support for asset management programs and capital planning. Additional services may include coordination with county and state survey records, preparation of digital deliverables, and general surveying and mapping support necessary to facilitate design, permitting, and construction of City projects.
- **Category 11: Geotechnical and Materials Testing** - This category includes professional geotechnical and construction materials testing services to support planning, design, and construction of City infrastructure projects. Work may include subsurface investigations; soil borings; geotechnical evaluations for pavements, utilities, structures, and facilities; slope stability analyses; groundwater evaluation; and development of geotechnical recommendations for foundations, pavement sections, trench backfill, and earthwork. Services may also include laboratory and field materials testing, including concrete, asphalt, aggregate, soil compaction, density, and moisture testing; preparation of geotechnical reports; construction observation; and verification of compliance with project specifications. Additional services may include forensic evaluations, settlement and vibration monitoring, specialty geotechnical analysis, and ongoing consultation during design and construction to support reliable, cost-effective project delivery.
- **Category 12: Construction Administration and Inspection Services** - This category includes professional services to manage, oversee, and document the construction of City infrastructure and public works projects. Services may include on-site construction observation and inspection, contract administration, monitoring of compliance with plans and specifications, quality assurance and quality control, materials testing coordination, and documentation of construction activities. Additional tasks may include progress reporting, change order review, pay estimate preparation, coordination with contractors and subcontractors, verification of regulatory and permit compliance, and record-keeping for project closeout. These services ensure that projects are completed safely, on schedule, within budget, and in accordance with applicable codes, standards, and City requirements.

- **Category 13: Municipal Facilities and Public Works Support** - This category includes professional engineering, architectural, and planning services to support the City's municipal facilities and public works infrastructure. Work may include facility condition assessments, long-range facility and campus planning, space programming, and layout optimization for operational efficiency. Services may also include design and planning for mechanical, electrical, plumbing, and structural upgrades, renovations and remodeling, architectural and interior design, construction documents preparation, cost estimating, and project management. Additional support may include fleet and equipment yard planning, storage and maintenance facility design, energy efficiency and sustainability assessments, ADA compliance evaluations, and coordination with regulatory agencies to ensure functional, safe, and code-compliant municipal facilities.
- **Category 14: Landscaping, Urban Design, Urban Planning, Parks Master Planning, and Trail Planning** - This category includes professional services related to the planning, design, and enhancement of public spaces, streetscapes, parks, and trail infrastructure. Work may include landscape architecture, streetscape and urban design, site planning, site analysis, and development of conceptual and detailed plans for public and civic spaces. Services may also include preparation of parks master plans, open space planning, recreational facility design, trail and pathway planning and design, streetscape and corridor beautification, tree inventories and preservation planning, and urban design guidelines. Additional tasks may include public engagement and community input facilitation, grant and funding support, preparation of cost estimates, regulatory review, and coordination with City departments to ensure projects support long-term community goals, sustainability, and accessibility.
- **Category 15: Lead Service Line Replacement (LSLR) Projects** - This category includes professional engineering services related to the planning, design, and construction of lead service line (LSL) replacement projects within the City's water distribution system. Work may include inventory verification, service line identification and prioritization, risk assessments, coordination with property owners, and development of replacement strategies. Services may also include preparation of plans and specifications, hydraulic and water quality evaluations, permitting support, bidding assistance, construction administration and observation, and documentation of completed replacements. Additional tasks may include public outreach and communication support, compliance with regulatory requirements, funding and grant assistance, and development of long-term programs to reduce lead exposure in the community's drinking water system.

OWNER PROVIDED DOCUMENTATION

The City of Brainerd will provide the following items to Consultant firm to assist in the development of their SOQ:

- Most recent 10-year City of Brainerd Street, Sewer and Water Capital Improvement Plan.
- Most recent Brainerd Public Utilities (BPU) 5-year Capital Improvement Plan (CIP).
- City of Brainerd 30-year Facility and Fleet Capital Improvement Plan (CIP).

SCHEDULE

1. Proposal submittals due on **Wednesday, March 4th, 2026, at 12:00 p.m.** No late submissions will be accepted.
2. Consultant pool recommended to the Park Board on March 24, 2026.
3. Consultant pool recommended to the BPU Commission on March 31, 2026.
4. Final Consultant pool recommended to the City Council on April 6, 2026.

It is the intent of the City of Brainerd to utilize the finalized and approved consultant pool for project solicitations beginning with the 2027 project delivery year and continuing through the expiration of the pool on December 31, 2031. At the time of pool expiration, and assuming the provision of satisfactory service, extensions to the pool services may be made to consultants within the pool at the sole discretion of the City of Brainerd.

PROPOSAL REQUIREMENTS

1. The consultant shall submit a Letter of Interest including the specific category or categories for which they wish to be considered. The LOI shall be limited to one (1) page, formatted on 8.5” x 11” paper, and use a font size no smaller than 11-point.
2. Firm Profile Page – Up to one (1) page.
3. A separate Statement of Qualifications shall be submitted for each category selection. Each SOQ shall be up to two (2) pages, formatted on 8.5” x 11” paper, and use a font size no smaller than 11-point. Each categorical SOQ shall include the following information:
 - a. Team Members - Identify the principal and team members who will be assigned to the project category, including their specific roles, relevant experience, training, and professional qualifications.
 - b. Relevant Experience – Provide up to three (3) example projects per category that demonstrate the consultant’s relevant experience and successful completion of work similar to the selected category.
 - c. References - up to 3 (three) references per category from agency or other client personnel that demonstrate the consultant’s experience, quality of work, ability to meet schedules and budgets, responsiveness, and successful delivery of similar projects or services.

- d. Approach to QA/QC Procedures - Describe the consultant's approach to quality assurance and quality control, including methods, processes, and standards used to ensure accuracy, completeness, and compliance with project requirements, industry standards, and regulatory guidelines.
 - e. Any other specific experience, knowledge, or abilities that uniquely qualify your firm and project team for this project.
4. Proposals must be limited to no more than 20 pages, 8.5" x 11", with no smaller than 11-point font, excluding the LOI and Firm Profile.

EVALUATION AND CONSULTANT SELECTION PROCESS

The Selection Committee will review the submittals and narrow down the list of potential firms for each category by mid-March. You will be notified whether your firm is a candidate for the consultant pool by mid-March. Fee schedules will be requested from firms still under consideration at that time. The City expects to select those firms that will be in its 2027 – 2031 consultant pool by early April. The Selection Committee will consist of the following members:

- Nick Broyles – City Administrator
- Paul Sandy – Public Utilities Director (BPU)
- Mike Habighorst – Public Works Director
- Jessie Dehn – City Engineer
- Trent Hawkinson – Operations Manager (BPU)
- Charlie Gammon – Water/Wastewater Manager (BPU)

The evaluation process will follow a 100-point scoring system for each category of pool services:

- Relevant Experience – 30 Points
- Team Members – 20 Points
- Fee Schedule – 20 Points
- References – 15 Points
- Approach to QA/QC – 10 Points
- Unique Qualifications – 5 Points

TERMS OF CONSULTANT AGREEMENTS

Consultants selected for pool services will be expected to enter into a Master Services Agreement prepared by the City of Brainerd. A draft of the City’s Master Services Agreement can be seen attached to this document. The terms and conditions of the negotiated agreement, along with its final execution, will take effect once the pool is finalized. Fee schedules will be reviewed and adjusted annually throughout the five-year duration of the pool, with the consultant’s initial fee schedule for 2027 services submitted as part of the pool selection process.

Project-specific Task Orders or Mini Proposals will be solicited and negotiated with each firm on the approved consultant pool as individual projects or needs arise. Each Task Order will include a complete project work plan, defined tasks, deliverables, schedules, and a negotiated not-to-exceed fee for that specific project. All Task Orders will adhere to the terms of the negotiated fee schedule established under the Master Services Agreement.

The Consultant shall, at its own expense, maintain and provide proof of the following insurance coverage for the duration of the Master Services Agreement and any subsequent Task Orders:

Commercial General Liability (CGL) Insurance

- Coverage: Bodily injury, property damage, personal injury, and contractual liability.
- Minimum Limits: \$1,000,000 per occurrence / \$2,000,000 general aggregate.
- Endorsements: City of Brainerd listed as an additional insured for all liability arising from the Consultant’s work under this Agreement.

Professional Liability (Errors & Omissions) Insurance

- Coverage: Professional services provided under this Agreement.
- Minimum Limits: \$1,000,000 per claim / \$2,000,000 aggregate.
- Retroactive Date: Must cover work performed prior to policy inception if claims arise during the policy period.

Automobile Liability Insurance

- Coverage: Any owned, non-owned, or hired vehicles used in connection with the Agreement.
- Minimum Limits: \$1,000,000 combined single limit per accident.

Workers’ Compensation Insurance

- Coverage: As required by Minnesota Statutes, including employer's liability.
- Minimum Limits: Statutory coverage as required by Minnesota law.

Additional Requirements

- The Consultant shall provide certificates of insurance prior to the commencement of work.
- All policies shall provide 30 days' notice to the City of Brainerd in the event of cancellation or material change.
- Insurance coverage shall be maintained throughout the term of the Agreement and any extensions or Task Orders.
- Deductibles or self-insured retentions above \$25,000 must be disclosed and approved by the City.

QUESTIONS AND CONTACT INFORMATION

Answers will be issued in the form of an addendum. No answers will be issued after Friday, February 20th, 2026, at 4:30 p.m. If the City deems it necessary to revise any part of this RFP before the proposal due date, the City will issue an addendum. Addendums will be issued via e-mail notification.

PROPOSAL DUE

If you are interested in submitting, please submit digital copies of the completed LOI and SOQ to the office of the Public Utilities Director no later than 12:00 P.M. on Wednesday, March 4, 2026. Digital proposals can be e-mailed to psandy@bpu.org.

A pool services recommendation will be presented to the Park Board, Public Utilities Commission, and City Council pursuant to the schedule within this solicitation.

Proposals and any inquiries should be directed to:

Paul Sandy, Public Utilities Director
8027 Highland Scenic Drive
Baxter, MN 56425
(218) 825-3220
psandy@bpu.org



City Council Agenda Request

MEETING DATE: January 20, 2026

TITLE OF ITEM: Call for Public Hearing - Orderly Annexation of Riverside 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): 10 min

SUMMARY OF ISSUE

City Council directed staff to work with Crow Wing County staff to draft an orderly annexation agreement (OAA) for Riverside Drive. Staff have prepared an orderly annexation for review by City Council. Attached is a joint resolution that would need to be approved by the City Council and County Board. The following is a summary of the orderly annexation agreement:

1. The orderly annexation agreement designates an area for orderly annexation and the map is attached as Exhibit A.
2. To annex any area in the OAA as set forth above, the City shall pass a resolution.
3. Property Owner Initiated Annexation. Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's municipal boundary line.
4. City Initiated Annexation. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that have "Public Infrastructure" or for the purpose of extending "Public Infrastructure" (defined as streets, sanitary sewer, water, etc.). As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by the Municipal Boundary Adjustment Unit of the MN Office of Administrative Hearings (MBAU). As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by MBAU.
5. City Initiated Island Annexation. The County and City acknowledge there are existing pockets of the County which are surrounded by the City and Mississippi River ("Islands"). Islands shall be annexed only by City initiation. The City may determine that it is both in the best interest of the Islands and the rest of the County that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services. Annexation of Islands is subject to the following:

- The City may, but shall not be obligated to, make public infrastructure available within two years to all Parcels annexed by City Initiated Island Annexation.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

If approved, staff would draft a resolution that would immediately annex properties that are surrounded by the City boundary line or properties adjacent to existing municipal utilities. The City could not initiate the annexation of Ashmun Road by resolution until the City is prepared for an improvement project that would provide municipal utilities to the properties.

Staff has attached a Riverside Drive policy from 2003, that indicates City Council's intent was to annex properties adjacent to Riverside Drive and those that have the availability to connect to municipal utilities upon the following conditions:

1. The City will provide such utilities to property requesting the improvements pursuant to a valid petition with the provision that all of the property benefiting from said improvements will be annexed into the City within one (1) year of the date of the utility petition and further, that upon annexation such property will be appropriately assessed for the costs of constructing such improvements.
2. The City will require property owners to connect to the utility systems within three (3) years of availability of service provided that the property owner can show proof that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080.
3. It shall be the policy of the City that developed properties must connect to the municipal utility systems within three (3) years of availability of service provided that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080.

The City cannot enforce this policy, as policies cannot dictate or require annexations. The attached orderly annexation agreement is the only means by which the City can require annexation.

A public hearing by the City or County is not required to approve the attached orderly annexation agreement. However, staff recommends that the City conduct a public hearing at the February 16th meeting and send notice to the affected property owners. City Council should review the draft OAA and direct staff to make any necessary changes prior to presenting the final resolution.

RECOMMENDED ACTION/MOTION

Motion to call for a public hearing at the February 16th City Council meeting.

FINANCIAL IMPACT

N/A

**A JOINT RESOLUTION
PROVIDING FOR THE ORDERLY ANNEXATION
OF CERTAIN AREAS WITHIN CROW WING COUNTY
TO THE CITY OF BRAINERD
PURSUANT TO MINNESOTA STATUTES § 414.0325**

Crow Wing County Resolution No. _____

City of Brainerd Resolution No. _____

WHEREAS, Crow Wing County, Minnesota (hereinafter the "County") and the City of Brainerd located in Crow Wing County, Minnesota (hereinafter the "City") designate for orderly annexation the land designated in Exhibit A and legally described in Exhibit B located within Unorganized First Assessment District of the County; and

WHEREAS, The Crow Wing County Board has jurisdiction over the Unorganized First Assessment District.

WHEREAS, the County and City agree as to the orderly annexation of the unincorporated land described; that both believe it will be to their benefit and to the benefit of their respective residents; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the County and City may agree on a process of orderly annexation of a designated area; and

WHEREAS, on _____, 2026 a Notice of Intent to designate an area of property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325, subd. 1b; and

WHEREAS, the City and the County have agreed to work cooperatively to accomplish the orderly annexation of the areas designated herein as legally described in Exhibit B; and

WHEREAS, the City and the County desire to set out the terms and conditions that will govern the Orderly Annexation Agreement.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Brainerd and the Board of Crow Wing County as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein and made part of this Joint Resolution.
2. **Designated Land.** This Joint Resolution is intended to establish an Orderly Annexation Agreement between the County and the City (hereinafter "Agreement"). The Orderly Annexation Area consists of the land designated in Exhibit A and legally described in Exhibit B (hereinafter "OAA"), which Exhibits are incorporated herein and made part of this Joint

Resolution. This Joint Resolution provides for the terms and conditions applicable to the orderly annexation of said land in the OAA.

3. Municipal Boundary Adjustment Unit of the Minnesota Office of Administrative Hearings.

Upon approval by the County and the City, this Joint Resolution shall confer jurisdiction upon the Municipal Boundary Adjustment Unit, or its designated successor (hereinafter "MBAU") so as to accomplish said orderly annexations in accordance with the terms of this Joint Resolution.

3.1. Review and Comment by the MBAU. The County and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation and that no consideration by the MBAU is necessary for individual annexations which occur in accordance with this Agreement. MBAU may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this Joint Resolution.

3.2. No Alteration of Boundaries. The County and City mutually agree and state that no alterations by the MBAU of the stated boundaries of the area designated for orderly annexation are appropriate.

4. Annexation Eligibility. All property within the OAA is eligible for annexation at any time by the City or a property owner so long as the annexation will not create an island of County property surrounded by City property.

4.1. Property Owner Initiated Annexation. Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's municipal boundary line.

4.2. City Initiated Annexation. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that have "Public Infrastructure" or for the purpose of extending "Public Infrastructure" (defined to mean streets, sanitary sewer, water, etc.).

- As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by MBAU.

4.3. City Initiated Island Annexation. The County and City acknowledge there are existing pockets of the County which are surrounded by the City and Mississippi River ("Islands"). Islands shall be annexed only by City initiation. The City may determine that it is both in the best interest of the Islands and the rest of the County that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services. Annexation of Islands is subject to the following:

- The City may, but shall not be obligated to, make public infrastructure available within two years to all Parcels annexed by City Initiated Island Annexation.

4.4. Resolution of City to Annex Areas. To annex any area in the OAA as set forth above, the City shall pass a resolution. The resolution adopted by the City Council pertaining to the annexation in the OAA shall state:

- No action by the County or consideration by the chief administrative law judge or its successor is required to effectuate the annexation; and

- The chief administrative law judge or its successor may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the resolution.
5. **Annexation Outside of the OAA.** The County and City acknowledge property owners have a right to request annexation of property abutting the City outside of the OAA. Nothing in this Agreement shall prohibit a property owner or the County from requesting the City annex Parcels located outside the OAA. The City shall have sole discretion as to whether to proceed with a request to annex property outside the OAA.
 6. **6. County / City Property Taxes.**
 - 6.1. Current Year Property Taxes. Property taxes payable on the annexed land shall continue to be paid to the County for the year in which the annexation becomes effective.
 - 6.2. Future Year Property Taxes. If the annexation becomes effective on or before August 1st of a levy year, the City will levy on the Area beginning with that same levy year. If the annexation becomes effective after August 1st of a levy year, the County will continue to levy on the Area for that levy year, and the City shall not levy on the Area until the following levy year.
 7. **Connection to Sanitary Sewer and Water.** Connections shall be made to the public water and sanitary sewer facilities within one year of such facilities becoming available, unless the City Public Works Director or City Engineer determines that an extension of time is appropriate due to site conditions. Connections to the public water and sanitary sewer facilities may be delayed for a period of three years if the existing sewer system is compliant with all current State, County and City regulations as evidenced by the property owner providing to the City proof of compliance from the County. Connection can be further delayed if the sewer system is re-certified every three years from the original date of certification. If the sewer system is not compliant or if the property owner fails to recertify the system prior to the expiration of the three-year period, connection to the public facilities shall be made immediately.
 8. **Special Assessments for Municipal Utilities.** Once an area has been annexed, reconstruction of the street and extension of sanitary sewer, storm sewer, and watermain will be completed at the City's discretion. City initiated annexation shall make Public Infrastructure available to all annexed Parcels within two years of the date the annexation is approved by MBAU. The costs to construct the facilities will be specially assessed against benefiting properties pursuant to Minnesota Statute chapter 429, City Code and Policy.
 9. **Utilities in County Roads.** At such time as the City may desire to locate Public Infrastructure or municipal utilities in or under County roads, rights-of-way, or easements in the OAA, the City shall first annex such roads, rights-of-way, or easements. The County and City acknowledge if property on only one side of a street is being annexed, it may not be possible for the City to annex the entire right-of-way if the property lines are to the center of a street. In this case, the City will take over such road(s) as a City street pursuant to Minn. Stat. § 164.14, and the parties agree that a City takeover of such road(s) is an equitable division of costs. In such event, the County will allow the City to locate municipal utilities in

County owned property, easements, and roadways within the OAA, subject to reasonable regulation by the County.

10. Planning and Land Use Control Within the Orderly Annexation Area. Pursuant to Minnesota Statutes § 414.0325, subd. 5, planning and land use authority within the OAA is delegated to the City. Planning and land use authority shall include, but is not limited to, annexation, comprehensive land use plan amendments, conditional use permits, variances, zoning map amendments, zoning ordinance text amendments, building permits (including structures, decks, finishes, accessory structures, retaining walls, signs, solar, siding, fences, excavation/grading, additions/alterations, windows, doors, etc.), preliminary and final plats, planned unit developments, registered land surveys, administrative land combinations, administrative land subdivisions and regulatory authority, permitting, inspections and enforcement of wetlands pursuant to the Minnesota Wetlands Conservation Act.

10.1. Subsurface Sewage Treatment Systems (SSTS). All jurisdiction and regulatory authority, including permits, inspection, and enforcement for subsurface sewage treatment systems within the OAA shall remain with Crow Wing County.

10.2. Future Zoning Amendments. The County and City agree to work in good faith to address any additional discrepancies that may arise between Crow Wing County and the City of Brainerd zoning ordinances. The City will provide notice to the County Board or its designee when requests for a variance, conditional or interim use permit, vacation of easements or roads in areas of the OAA, which have not been annexed, are received by the City in order for the County to review and provide a nonbinding recommendation to the City regarding the same. The County will provide a written response within 10 days of notice. Lack of response shall be deemed a recommendation of approval by the County.

11. Street Maintenance and Reconstruction within the Orderly Annexation Area. The County and City have an existing street and road maintenance agreement known as the "Cross-Jurisdictional Road Maintenance Agreement between Crow Wing County and City of Brainerd". The County and City intend to revise or negotiate a new road maintenance agreement to address maintenance and replacement responsibilities for all streets and roads where the County and City exchange maintenance responsibilities. Until such time as a revised or new road maintenance agreement is reached, this paragraph shall regulate the maintenance, replacement, and cost sharing responsibilities for the County and City for streets, roadways, and facilities within the OAA, including Ashmun Road, McKay Road, Karr Drive, River Arches, and Russell Road.

11.1. Road Maintenance Prior to Annexation. The County shall continue its normal maintenance of existing County roads, bridges, drainage facilities, and street signage for any roads and facilities located within the OAA until the property adjacent to or surrounding such roads and facilities is annexed by the City and approved by MBAU. Maintenance of infrastructure within the OAA by the County shall be consistent with other standard maintenance practices employed by the County elsewhere.

- No Assumption of Public Improvements Payment Obligations. The County may assess, levy, finance, or otherwise incur debt attributable to road maintenance and reconstruction prior to annexation; however, the County shall be solely responsible for

bearing the costs associated with repaying any debt or financing unless a previous agreement is reached between the County and City and except as follows: If improvements to infrastructure regarding public roads, including but not limited to paving, ditching, drainage, mill and overlay, and culverts ("Public Improvements") are required on Ashmun Road, McKay Road, Russell Road, and/or the paved portions of Karr Drive and River Arches, for which the County wishes to be reimbursed, and the City consents in writing to such Public Improvement, the cost of said Public Improvement shall be amortized in equal annual payments over a 10 year life beginning on the date of project acceptance by the County or six months from the start date of the Public Improvement project, whichever is less. For Public Improvements agreed to in writing by the City, the City shall be responsible for assuming the balance of the amortized cost as of the date the annexation is approved by MBAU. If only a portion of the street is annexed, the City shall be responsible for a proportional share of the amortized cost based on the frontage of the street annexed. Other than Public Improvements agreed to in writing by the City, the City does not assume any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the County or for which special assessments were levied by the County. In the event the City annexes land under this Agreement upon which outstanding special assessments levied by the County remain at the time of annexation, the City shall forward to the County upon receipt all special assessment payments the City receives as a result of special assessments levied by the County. Nothing in this paragraph shall prohibit the County and City from entering into an alternative cost sharing agreement for specific Public Improvement projects.

- Public Improvement Cost Reimbursement. The County shall not undertake any street, roadway, facility, or other public improvements within the OAA for which it wishes to receive reimbursement without obtaining a written agreement with the City. Proposed projects for which the County wishes to receive reimbursement following annexation will be reviewed by the County and City on a case-by-case basis. The County and City anticipate establishing an average life for the proposed improvements (e.g. 20 years) and applying a depreciating scale for the improvement over the anticipated life. The individual written agreements will identify the total cost of the improvement, anticipated life of the improvement, and the City responsibility for reimbursement to the County based on the actual date of annexation and approval by MBAU.

- 11.2. Road Maintenance Following Annexation. The City shall assume maintenance responsibilities of all roads, except County Road 20 (Riverside Drive), bridges, drainage facilities and street signage for any roads and facilities located within the OAA once the property adjacent to or surrounding such roads and facilities is annexed by the City and approved by MBAU (the Annexed Roads), or according to the Cross-Jurisdictional Road Maintenance Agreement as previously referenced. The entire Annexed Roads (i.e. both sides of the road) shall be maintained by the City where the City has annexed property

abutting one side of the road. Maintenance includes snow plowing with sanding/salting, crack sealing, asphalt patching, shouldering, tree and brush cleanup, control and removal, beaver control, roadside mowing and weed control including spraying of noxious weeds within the road right-of-way, upon customer request, right-of-way enforcement pertaining to objects placed within the clear zone or road right-of-way not including any legal action taken against or proposed on behalf of the road authority, replacement of existing signage, road sweeping, pavement markings, existing culvert repairs, replacement and cleaning, emergency situations that pose a danger to public safety, minor washouts requiring less than 20 cubic yards of material to repair, and any other type of normal road maintenance. The length of road subject to this paragraph shall be limited to the length of road directly abutting the property annexed under this Agreement.

11.3. Road Maintenance Agreements. Nothing in this Agreement shall prohibit the County and City from entering into agreements related to street maintenance and reconstruction responsibilities.

11.4. Use of County Roads. For all properties annexed under this Agreement, the City shall require its developer's agreements to address:

- Construction Traffic. During development (including construction) all construction traffic shall use State Trunk Highways, Crow Wing County Highways or City streets. County roads be used only when no State Trunk Highway, Crow Wing County Highway or City streets are available.
- Road Improvements. All roadways abutting or serving new developments be improved by the developer and/or property owner from the access of the development to the nearest County, City, or State road, subject to State law.
- Clean Up and Damage. A requirement that the developer keep the streets clean and assume full financial responsibility for any damage which may occur to public streets, utility systems, and other public property damage occurring as a result of construction activities.

11.5. Undue Burden on County Roads. The County and City recognize that there may be instances where it is appropriate for the City to assume responsibility to maintain additional portions of County roads because City development imposes an undue burden on County roads that serve the annexed property. The County and City agree that in those instances the existing Cross-Jurisdictional Road Maintenance Agreement between Crow Wing County and City of Brainerd, or subsequent agreement, will be amended or a separate standalone agreement will be negotiated to address those situations.

12. Disputes and Remedies. The County and City agree as follows:

12.1. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective County and City will direct staff members as they deem appropriate to meet at least once at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

- 12.2. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.
13. **Legal Description**. The County and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit B, in the judgment of the Minnesota Office of Administrative Hearings, that the City and County shall make such corrections and file any additional documentation, including a new Exhibit B replacing and making the corrections requested or required by the Minnesota Office of Administrative Hearings as necessary to make effective the annexation the Subject Area in accordance with the terms of this Joint Resolution.
14. **Termination**. This Joint Resolution terminates when all of the Orderly Annexation Area has been annexed into the City or 50 years has passed since the execution of this Agreement, whichever is longer.
15. **Severability**. The provisions of this Joint Resolution are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, or unenforceable, such decision shall not affect the remaining provisions of this Joint Resolution.
16. **Amendments**. Any amendment to this Joint Resolution shall be adopted pursuant to the process and laws governing and applied to the adoption of this Joint Resolution. This Joint Resolution may not be unilaterally amended by action of the governing body of either the County or the City. Amendment of this Joint Resolution will require approval of each governing body.
17. **Costs Associated with the Orderly Annexation Agreement**. Each party shall pay its own costs incurred in the negotiation, development, and implementation of this Agreement.
18. **Headings**. Headings are included solely for the purpose of reference. The language in a heading shall not be interpreted as a substantive provision of this Joint Resolution.
19. **Effective Date**. This Joint Resolution and Agreement shall be effective upon adoption by the governing bodies of the County and City and approval by the MBAU. This Joint Resolution shall be filed by the City with the MBAU after adoption by the parties.

Adopted by affirmative vote of the members of the _____ Crow Wing County Board of Commissioners this _____ day of _____ 2026.

ATTEST:

By: _____
ROSEMARY FRANZEN
Chair of the Board

By: _____
DEBORAH A. ERICKSON
County Administrator

Adopted by affirmative vote of the City Council of Brainerd, this _____ day of _____ 2026.

MIKE O'DAY
President of the Council

Approved this ____ day of _____ 2026

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

MAP OF PROPERTY

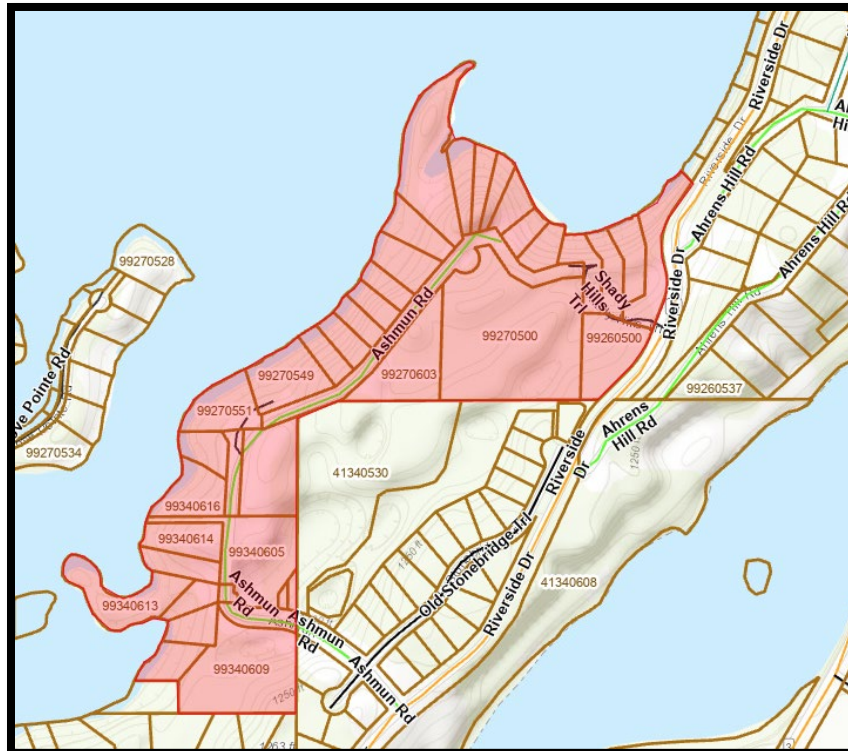


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

99040513

That part of Lot 20, and the vacated old C.S.A.H. No. 20, RIVER HEIGHTS, according to the record plat thereof described as follows: Commencing at the point on the west line of said RIVER HEIGHTS which is the northeast corner of Government Lot 5 Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota; thence South 00 degrees 20 minutes 00 seconds East, assumed bearing, along the East line of said Government Lot 5, and along said west line of RIVER HEIGHTS, 741.98 feet; thence North 55 degrees 55 minutes 41 seconds East 287.60 feet to the point of beginning of the tract to be described; thence North 14 degrees 48 minutes 50 seconds West 326.97 feet to the southerly right-of-way line of C.S.A.H. No. 20 as constructed in 1978 and now maintained; thence North 47 degrees 01 minutes 00 seconds East along said southerly right-of-way line to the northeasterly line of said Lot 20; thence South 39 degrees 13 minutes 00 seconds East 409 feet, more or less, along said northeasterly line of Lot 20, to the shore of the Mississippi River; thence southwesterly along said shore to its intersection with the line that bears South 14 degrees 48 minutes 50 seconds East from the point of beginning; thence North 14 degrees 48 minutes 50 seconds West 8 feet, more or less, to the point of beginning. Subject to easements, reservations, and restrictions of record if any together with all hereditaments and appurtenances.

99040515 and 99040514

River Heights, Lots 18, 19, and 20 and all that part of Lot 21 lying S'ly of new C.S.A Highway #20 and all the adjacent vacated portion of old C.S.A Highway #20.

99040516

Lot Seventeen (17), River Heights, except that part thereof described as follows: Commencing at the northeasterly corner of said Lot Seventeen (17), the point of beginning of the tract herein excepted; thence southwesterly along the northwesterly line of said Lot Seventeen (17) a distance of 100 feet; thence southeasterly along a line running parallel with the northeasterly line of said Lot Seventeen (17) to the southeasterly line of said Lot Seventeen (17); thence northeasterly along the southeasterly line of said Lot Seventeen (17) to the southeasterly corner of said lot; thence northwesterly along the northeasterly line of said Lot Seventeen (17) to the point of beginning and there terminating, all subject to easements, reservations and restrictions of record, if any.

99040518 and 99040517

Lot Sixteen (16), River Heights,
AND

That part of Lot Seventeen (17), River Heights, described as follows: Commencing at the Northeasterly corner of said Lot Seventeen (17), the point of beginning of the tract herein conveyed; thence Southwesterly along the Northwesterly line of said Lot Seventeen (17) a distance of 100 feet; thence Southeasterly along a line running parallel with the Northeasterly line of said Lot Seventeen (17) to the Southeasterly line of said Lot Seventeen (17); thence Northeasterly along the Southeasterly line of said Lot Seventeen (17) to the Southeasterly

corner of said lot; thence Northwesterly along the Northeasterly line of said Lot Seventeen (17) to the point of beginning and there terminating.

99040519

Lots 12, 13, and 14, River Heights, together with all that part of Outlot B, said River Heights, which lies Southwesterly of the following described line: beginning at a point on the northwesterly line of said Outlot B, distant 174.2 feet northeasterly from the most westerly corner of said Outlot B, as measured along the northwesterly line thereof; thence southeasterly to the southeasterly line of said Outlot B, along a line, which if extended, would intersect the most northerly corner of Lot 12 of said River Heights, Crow Wing County, Minnesota.

AND

That portion of vacated Karr Drive in the plat of River Heights which lies westerly of the northerly extension of the east line of Lot 12 of said plat and extending to the south line of the county highway.

99040507

That part of Outlot B, River Heights, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearing, 174.20 feet along the Northwesterly line of said Outlot B to the point of beginning of the tract to be described; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line which, if extended, would intersect the most Northerly corner of Lot Twelve (12) of said River Heights; thence North 33 degrees 17 minutes 44 seconds East 473.36 feet to the Southerly line of Karr Drive in said plat of River Heights; thence North 89 degrees 20 minutes 30 seconds West 360.00 feet along said Southerly line of Karr Drive to said Northwesterly line of Outlot B; thence South 46 degrees 48 minutes 00 seconds West 204.71 feet, more or less, along said Northwesterly line of Outlot B to the point of beginning, Crow Wing County, Minnesota.

99040520

Lots Ten (10) and Eleven (11), River Heights

AND

That part of Outlot B, River Heights, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearings 174.20 feet along the Northwesterly line of said Outlot B; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said River Heights, to the point of beginning of the tract to be described; thence continuing South 43 degrees 50 minutes 19 seconds East 163.59 feet; thence North 61 degrees 20 minutes 00 seconds East 300.00 feet; thence North 31 degrees 08 minutes 00 seconds West 120.00 feet; thence North 69 degrees 26 minutes 48 seconds West 197.12 feet; thence South 33 degrees 17 minutes 44 seconds West 236.68 feet to the point of beginning together with that portion of vacated Karr Drive which lies Westerly of the Northerly extension of the East line of Lot 10 of said Plat, and extending to South line of the County Highway.

99040500

Outlot A, REPLAT OF PART OF RIVER HEIGHTS, Crow Wing County, Minnesota.

AND

Outlot B, RIVER HEIGHTS, Crow Wing County, Minnesota,

Except that portion shown in *Document No. 357954* described as: That part of Outlot B, RIVER HEIGHTS, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearing, 174.20 feet along the Northwesternly line of said Outlot B; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line, which, if extended, would intersect the most Northerly corner of Lot Twelve (12) of said RIVER HEIGHTS, to the point of beginning of the tract to be described; thence continuing South 43 degrees 50 minutes 19 seconds East 163.59 feet; thence North 61 degrees 20 minutes 00 seconds East 300.00 feet; thence North 31 degrees 08 minutes 00 seconds West 120.00 feet; thence North 69 degrees 26 minutes 48 seconds West 197.12 feet; thence South 33 degrees 17 minutes 44 seconds West 236.68 feet to the point of beginning.

Also Except that portion shown in *Book 171 of Mortgages, Page 318* described as: That part of Outlot B, RIVER HEIGHTS, which lies Southwesterly of the following described line: Beginning at a point on the Northwesternly line of said Outlot B distant 174.2 feet Northeasterly from the most Westerly corner of said Outlot B, as measured along the Northwesternly line thereof; thence Southwesterly to the Southeasterly line of said Outlot B, along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said RIVER HEIGHTS.

Also Except that portion shown in *Book 356 of Deeds, Page 209* described as: That part of Outlot B, RIVER HEIGHTS, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearing 174.20 feet along the Northwesternly line of said Outlot B to the point of beginning of the tract to be described; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said River Heights; thence North 33 degrees 17 minutes 44 seconds East 473.36 feet to the Southerly line of Karr Drive in said Plat of RIVER HEIGHTS; thence North 89 degrees 20 minutes 30 seconds West 360.00 feet along said Southerly line of Karr Drive to said Northwesternly line of Outlot B; thence South 46 degrees 48 minutes 00 seconds West 204.71 feet, more or less, along said Northwesternly line of Outlot B to the point of beginning.

Also Except that portion contained in the REPLAT OF RIVER HEIGHTS.

EXHIBIT A

Lot One (1), Block One (1) and Outlot B, Replat of Part of River Heights; and Lots 7, 8 and 9, River Heights, Crow Wing County, Minnesota

State Aid

or

County Aid Road No.

First Assessment District - Ashmun Road

Proj. Sec. Neg.

Prepared by.....

Checked by.....

Checked by.....

Highway Easement

Owner Peter J. Johnson and Grace E. Johnson, husband and wife

Grantors of Box 285 - Brainerd, Minnesota 56401

for and in consideration of Two Hundred Fifty and No/100-----DOLLARS (\$ 250.00).

Receipt of which is hereby acknowledged.

Hereby convey..... and warrant..... to the County of Crow Wing, State of Minnesota, grantee, for highway purposes, free and clear of all encumbrances, the following described real estate in the County of Crow Wing, State of Minnesota.

All that part of the NW¹/₄NE¹/₄, Section 34, T134N, R28W originally deeded to Richard W. Endres and recorded in Book 172 of Deeds, Page 82, except the following described tract:

Commencing at the concrete monument located at the Northeast corner of said Section 34; thence West along North Section line of said Section 34 for 1,613 feet to a point marked by an iron pipe; thence S06°33'52"W for 918 feet to a point marked by an iron pipe, the point of beginning; thence S72°59'31"W for 226.95 feet, more or less, to the shore of Gilbert Lake; thence S13°11'01"W for 106.05 feet along said shore; thence S81°43'49"E for 220.55 feet; thence N06°30'16"E for 202.66 feet to the point of beginning and there terminating,

which lies Northerly and Northeasterly of a line parallel with and distant 50 feet Southerly and Southwesterly of the following described line:

Commencing at the Northwest corner of Section 35, T134N, R28W; thence S87°03'21"E along the North line of said Section 35 for 86.06 feet; thence S14°36'59"W for 477.15 feet; thence S41°10'29"W for 548.17 feet; thence S26°06'59"W for 261.86 feet; thence S55°08'09"W for 468.51 feet; thence N38°15'41"W for 257.50 feet; thence N50°18'58"W for 262.45 feet to a steel pin marking the P.C. of a Circular Curve, the point of beginning of the line to be described; thence to the left on a 16°00' Circular Curve (Delta Angle 33°57'30") for 212.24 feet to a steel pin marking the P.T. of said 16°00' Circular Curve; thence N84°16'28"W for 132.23 feet to a steel pin marking the P.C. of a Circular Curve; thence to the right on a 52°00' Circular Curve (Delta Angle 90°50'20") for 174.69 feet to a steel pin marking the P.T. of said 52°00' Circular Curve and there terminating.

Containing 0.25 Acres, more or less, in addition to the existing Right-of-Way.

And the said grantor.....for (himself) (his) (themselves) (their) heirs, executors and assigns do..... hereby release the County of Crow Wing, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto and the County of Crow Wing, State of Minnesota, shall have the right to use and remove all earth and other materials lying within the parcel of land hereby conveyed and the right to construct and maintain upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

Dated this 20th day of SEPTEMBER 19 82.

In presence of:

Witness.....

Witness.....

x Peter J. Johnson
x Grace Johnson

STATE OF MINNESOTA }
COUNTY OF CROW WING } ss.

On this 20th day of SEPTEMBER, 19 82, before me personally appeared
PETER J. JOHNSON AND GRACE E. JOHNSON, HUSBAND AND WIFE
to me known to be the person.....described in and who executed the foregoing instrument and acknowledged that THEY.....executed the same as THEIR.....free act and deed.

This instrument was drafted by:
Crow Wing County Highway Department,
Brainerd, Minnesota 56401

William L. Beck
Notary Public.



255

756 329595

RECEIVED
AUGUST
1912
REC'D
COUNTY

CROW WING COUNTY
DEPARTMENT OF HIGHWAYS
HIGHWAY EASEMENT

—TO—
CROW WING COUNTY, MINNE-
SOTA

STATE OF MINNESOTA } ss.
COUNTY OF CROW WING }
Office of ~~Register~~ County Recorder

I hereby certify that the within in-
strument was filed for record in this
office on the 21 day of August
1912 at 5 o'clock P. M., and
that the same was duly recorded in
book 330 of Deeds
on pages 754

David L. Peterson
~~Recorder~~

By _____
COUNTY RECORDER
DEPUTY.

Taxes paid and transfer entered this
21st day of September, 1912
Conrad A. By
County Auditor
By SK Deputy

I hereby certify that the within easement will convey to the County of Crow Wing, State of Minnesota,
for highway purposes a good title to the land described, free and clear of all encumbrances.

I further approve said easement as to form and execution.

_____, 19 _____ County Attorney.

This Agreement, Made and entered into this 1st day of January

1977, by and between Albert E. Van Landschoot and Juanita Van Landschoot, husband and wife.

part 123 of the first part, and Charles E. Bartels and Janice M. Bartels, husband and wife

parties of the second part;

Witnesseth, That the said part 123 of the first part, in consideration of the covenants and agreements of said parties of the second part, hereinafter contained, hereby sell and agree to convey unto said parties of the second part, as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, by a Warranty Deed, accompanied by an abstract evidencing good title in part 123 of the first part at the date hereof, or by an owner's duplicate certificate of title, upon the prompt and full performance by said parties of the second part, of their part of this agreement, the tract of land, lying and being in the County of Crow Wing and State of Minnesota, described as follows, to-wit:

Lots 12, 13 and 14, River Heights, Crow Wing County, Minnesota, together with all that part of Outlot B, said "River Heights", which lies Southwesterly of the following described line:
Beginning at a point on the Northwestern line of said Outlot B distant 174.2 feet Northeasterly from the most Westerly corner of said Outlot B, as measured along the Northwestern line thereof; thence Southeasterly to the Southeasterly line of said Outlot B, along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said "River Heights", all subject to restrictions, reservations and easements of record, if any.

And said parties of the second part, in consideration of the premises, hereby agree to pay said part 123 of the first part, at Box 14, Crosslake, Minnesota 56442

NINE THOUSAND DOLLARS (9,000) - as and for the purchase price of said premises, the sum of NINE THOUSAND DOLLARS (9,000) in manner and at times following, to-wit: the sum of One Thousand Dollars (\$1000.00) upon the execution of this document, the receipt of which is hereby acknowledged by parties of the first part. The balance, being the sum of Eight Thousand Dollars (\$8,000.00), payable in monthly installments of One Hundred Dollars (\$100.00) or more per month commencing on February 20, 1977, and continuing on the 20th day of each and every month thereafter until paid in full with interest. The unpaid balance from time to time outstanding shall bear interest at the rate of Eight per cent (8%) per annum, computed from even date. Parties of the second part shall have the right to prepay all or any part of the unpaid balance at anytime without penalty.

Said parties of the second part further covenant and agree as follows: to pay, before penalty attaches thereto, all taxes due and payable in the year 1977, and in subsequent years, and all special assessments heretofore or hereafter levied.

also that any buildings and improvements now on said land, or which shall hereafter be erected, placed, or made thereon, shall not be removed therefrom, but shall be and remain the property of the part 123 of the first part until this contract shall be fully performed by the parties of the second part; and at their own expense, to keep the buildings on said premises at all times insured in some reliable insurance company or companies, to be approved by the part 123 of the first part, against loss by fire for at least the sum of NO INSURANCE PROVISIONS DOLLARS, and against loss by windstorm for at least the sum of NO INSURANCE PROVISIONS DOLLARS, payable to said part 123 of the first part, their heirs or assigns, and, in case of loss, should there be any surplus over and above the amount then owing said part 123 of the first part, their heirs or assigns, the balance shall be paid over to the said parties of the second part as their interest shall appear, and to deposit with the part 123 of the first part policies of said insurance. But should the second parties fail to pay any item to be paid by said parties under the terms hereof, same may be paid by first part 123 and shall be forthwith payable, with interest thereon, as an additional amount due first part 123 under this contract.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second parties

paid, or should they fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second parties kept or performed, the said part ies of the first part may, at their option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second parties, shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said part ies of the first part as liquidated damages for breach of this contract by said second parties, said notice to be in accordance with the statute in such case made and provided. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the part ies of the first part of their rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said parties to cancel this contract because of defaults subsequently maturing, and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, said parties of the second part hereby specifically agree, upon demand of said part ies of the first part, quietly and peaceably to surrender to them possession of said premises, and every part thereof, it being understood that until such default, said parties of the second part are to have possession of said premises.

This contract is not to be assigned.

It is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall extend, run with the land, and bind the heirs, executors, administrators and assigns of the respective parties hereto.

In Testimony Whereof, Both parties have hereunto set their hands the day and year first above written.

TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

Return to

Charles Bartels
Route 9, Box 10
Brainerd, MN 56401

Albert E. Van Landschoot
Albert E. Van Landschoot
Juanita Van Landschoot
Charles E. Bartels
Janice M. Bartels

State of Minnesota,

County of Crow Wing

On this 1st day of Jan, 1977, before me,
notary public within and for said County, personally appeared
Albert E. Van Landschoot, Juanita Van Landschoot, Charles E. Bartels and Janice
M. Bartels, husband and wife,
to me known to be the persons described in, and who executed the foregoing instrument, and
acknowledged that they executed the same as their free act and deed.

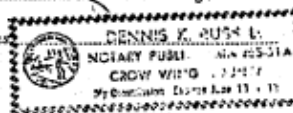
THIS INSTRUMENT WAS DRAFTED BY

BORDEN, STEINBAUER, BORDEN & RATHKE

(Name)
Sixth and Laurel, P.O. Box 411
Brainerd, MN 56401
(Address)

Dennis K. Ruse
Notary Public Crow Wing County, Minn.

My commission expires



State of ARIZONA
County of GILA

On this 8th day of January, A. D. 19 77, before me,
W. D. Bradman, within and for said
County and State, personally appeared ALBERT E. VAN LENDSCHOOT
JUANITA VAN LENDSCHOOT, his wife, known to be the same person
described in and who executed the foregoing instrument, and acknowledged that they executed
the same as their free act and deed.

(Notarial Seal)

Notary Public GILA County, ARIZ.

My commission expires 19
My Commission Expires Jan. 18, 1978

ENTD
ARST'D
MARG'D
REG.
REC'D
COMP'D

Doc. No. 286039

CONTRACT FOR DEED

Individual to Joint Tenants

Albert E. Van Lendschoot and
Juanita Van Lendschoot
TO
Charles E. Bartels and
Janice M. Bartels

Office of County Recorder,
STATE OF MINNESOTA,
County of Crow Wing

I hereby certify that the within instru-
ment was filed in this office for record on
11th day of April, 19 77,
at 11:30 o'clock A.M. and was duly
recorded in Book 171 of Mts. page 318

OR
was duly recorded as instrument No. 171
Mabel A. Hornum
County Recorder.

By _____ Deputy.

No delinquent taxes and transfer entered.
Dated April 11, 19 77
Ernest R. Anderson
County Auditor.

By EB Deputy.

April 11, 19 77 No. 48062

Registration tax hereon of

\$12.00 Dollars Paid.

Aug. A. Anderson
County Treasurer.

By _____ Deputy.

Countersigned: Ernest R. Anderson
County Auditor.

By EB Deputy.

ORWOLD PUBLISHING CO., NEW ULM, MINN.

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required
Certificate of Real Estate Value No. 3646
September 23, 1985
Genard A. By
County Auditor
by [Signature] Deputy

STATE DEED TAX DUE HEREON: \$ 8.80
Date: August 31, 1985

STATE OF MINNESOTA)
County of Crow Wing) SS
I hereby certify that the within
instrument was filed in this office for
record on the 23 day of Sept A.D.
1985, at 1 o'clock P.M., and was
duly recorded in Book 3564
Nude on page 209
Sharon L. Peterson
County Recorder

357104

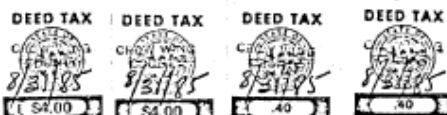
(reserved for recording data)

FOR VALUABLE CONSIDERATION, ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS
Robert E. Lively and Judy R. Lively, husband and wife, Grantor(s),
(marital status)
hereby convey (s) and warrant (s) to William S. Reed and Renee T. Reed, husband and wife,
Grantee(s),
real property in Crow Wing County, Minnesota, described as follows:

Tract "A"
THAT PART OF OUTLOT "B", RIVER HEIGHTS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE
OFFICE OF THE CROW WING COUNTY RECORDER, DESCRIBED AS FOLLOWS: COMMENCING AT THE
MOST WESTERLY CORNER OF SAID OUTLOT "B"; THENCE NORTH 40 DEGREES 47 MINUTES 00 SECONDS
EAST, ASSUMED BEARING, 174.20 FEET ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT "B" TO
THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 43 DEGREES 50 MINUTES
19 SECONDS EAST 360.00 FEET ALONG A LINE WHICH, IF EXTENDED, WOULD INTERSECT THE MOST
NORTHERLY CORNER OF LOT 12 OF SAID RIVER HEIGHTS; THENCE NORTH 33 DEGREES 17 MINUTES
44 SECONDS EAST 473.36 FEET TO THE SOUTHERLY LINE OF KARR DRIVE IN SAID PLAT OF
RIVER HEIGHTS; THENCE NORTH 89 DEGREES 20 MINUTES 30 SECONDS WEST 360.00 FEET ALONG
SAID SOUTHERLY LINE OF KARR DRIVE TO SAID NORTHWESTERLY LINE OF OUTLOT "B"; THENCE

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:



Affix Deed Tax Stamp Here

Robert E. Lively
Judy R. Lively

STATE OF MINNESOTA }
COUNTY OF CROW WING } SS.

The foregoing instrument was acknowledged before me this 3rd day of Sept, 1985,
by Robert E. Lively and Judy R. Lively, Grantor(s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

CHARLES P. STEINBAUER
Notary Public, Crow Wing Co., Mn.
My commission expires Aug. 14, 1990

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Judy R. Lively
Rt. 9 Box 17
Brainerd, Mn. 56401

[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should
be sent to (include name and address of Grantee):

William S. Reed
Rte 9, Box 17
Brainerd

Bordin's

209

210

SOUTH 46 DEGREES 48 MINUTES 00 SECONDS WEST 204.71 FEET, MORE OR LESS, ALONG SAID NORTHWESTERLY LINE OF OUTLOT "B" TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2.50 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD, IF ANY.

99040521 and 99040522 and 99030534

Lot One (1), Block One (1) and Outlot B, Replat of Part of River Heights; and Lots 7, 8, and 9, River Heights, Crow Wing County, Minnesota.

99340586 and 99340580

That part of Outlot B, Scenic Acres, lying Westerly of the following described line: Commencing at the Southeast corner of Lot 2, Block 1, Scenic Acres; thence South 66 degrees 27 minutes 40 seconds West 136.88 feet along the Southerly line of said Lot 2 to the point of beginning of the line to be described; thence South 9 degrees 3 minutes 15 seconds East 267.52 feet to a point on the South line of Outlot B and said line there ending.

AND

That part of Outlot B, Scenic Acres, lying Northeasterly of the following described line: Beginning at the Southeast corner of Lot 2, Block 1, Scenic Acres; thence South 50 degrees 23 minutes 12 seconds East 340 feet more or less to the shoreline of the Mississippi River and said line there ending.

AND

The West 183.47 feet of that part of Government Lot 5 Section 34, Township 134, Range 28, lying South of CSAH #20, except the following described tract: That part of Government Lot 5, Section 34, Township 134, Range 28, described as follow, to-wit: Commencing at the Southwest corner of said Government Lot 5, thence North along the West line of said Government Lot 5 a distance of 154.49 feet to the point of beginning; thence continuing North

along said West line a distance of 169.52 feet to its intersection with the Southerly right-of-way line of CSAH No. 20, thence North 66 degrees 27 minutes 40 seconds East a distance of 200.12 feet along said right of way line to the Northwest corner of Lot 1, Block 1, Scenic Acres, thence South along the West line of said Lot a distance of 200 feet to the Southwest corner thereof, thence Southwesterly in a straight line to the point of beginning.

99340587

That part of Government Lot 5, Section 34, Township 134, Range 28, described as follows: Commencing at the Southwest corner of said Government Lot 5; thence North along the West line of said Government Lot 5 a distance of 154.49 feet to the point of beginning; thence continuing North along said West line a distance of 169.52 feet to its intersection with the Southerly right of way line of C.S.A.H #20; thence North 66 degrees 27 minutes 40 seconds East a distance of 200.12 feet along said right of way line to the Northwest corner of Lot 1, Block 1, Scenic Acres; thence South along the West line of said Lot a distance of 200 feet to the Southwest corner thereof; thence Southwesterly in a straight line to the point of beginning.

99340578

Lot Three (3), Block One (1), Scenic Acres.

99340579

THAT PART OF OUTLOT B OF THE RECORDED PLAT OF SCENIC ACRES, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 OF SAID PLAT OF SCENIC ACRES; THENCE SOUTH 66 DEGREES 27 MINUTES 40 SECONDS WEST 136.88 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTH 09 DEGREES 03 MINUTES 15 SECONDS EAST 267.52 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT B; THENCE SOUTH 89 DEGREES 37 MINUTES 24 SECONDS EAST APPROXIMATELY 285 FEET TO THE MISSISSIPPI RIVER; THENCE NORTHEASTERLY ALONG THE MISSISSIPPI RIVER APPROXIMATELY 130 FEET TO A POINT WHICH BEARS SOUTH 50 DEGREES 23 MINUTES 12 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 50 DEGREES 23 MINUTES 12 SECONDS WEST APPROXIMATELY 340 FEET TO THE POINT OF BEGINNING, AND AN UNDIVIDED $\frac{1}{2}$ INTEREST IN OUTLOT A, SCENIC ACRES, TOGETHER WITH A 20 FEET WIDE ROAD EASEMENT DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE SOUTH LINE OF OUTLOT A OF SAID PLAT OF SCENIC ACRES DISTANT 162.43 FEET SOUTH 66 DEGREES 27 MINUTES 40 SECONDS WEST FROM THE NORTHEAST CORNER OF OUTLOT B OF SAID PLAT; THENCE SOUTH 04 DEGREES 06 MINUTES WEST 201.88 FEET TO THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 50 DEGREES 23 MINUTES 12 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TRACT 24.61 FEET; THENCE NORTH 04 DEGREES 06 MINUTES EAST 177.12 FEET TO THE SOUTH LINE OF OUTLOT A OF SAID PLAT; THENCE NORTH 66 DEGREES 27 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID OUTLOT A 22.58 FEET TO THE POINT OF BEGINNING.

99340588

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degrees 22 minutes 32 seconds West, assumed bearing, 323.80 feet along the west line of said Government Lot 5 to an iron monument on the southerly right-of-way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds East 873.27 feet along said southerly right-of-way line to an iron monument, the point of beginning of the tract to be described; thence reversing South 66 degrees 03 minutes 00 seconds West 53.77 feet along said southerly right-of-way line to an iron monument; thence South 00 degrees 30 minutes 00 seconds East 464 feet, more or less, to the shore of the Mississippi River; thence northeasterly along said shore to its intersection with the line that bears South 15 degrees 46 minutes 00 seconds East from the point of beginning; thence North 15 degrees 46 minutes 00 seconds West 337 feet, more or less to the point of beginning; EXCEPT; That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degrees 22 minutes 32 seconds West, assumed bearing, 323.80 feet along the West line of said Government Lot 5 to an iron monument on the Southerly right of way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds East 873.27 feet along said Southerly right of way line to an iron monument thence South 15 degrees 46 minutes 00 seconds East 105.57 feet, to the point of beginning of the tract to be described; thence South 63 degrees 11 minutes 30 seconds West 45.60 feet; thence South 15 degrees 46 minutes 00 seconds East 30.00 feet; thence North 63 degrees 11 minutes 30 seconds East 45.00 feet; thence North 15 degrees 46 minutes 00 seconds West 30.00 feet to the point of beginning.

99340589

That part of Government Lot 5, Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows, Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degree 22 minutes 62 seconds West, assumed bearing, 323.80 feet along the West line of said Government Lot 5 to an iron monument on the Southerly right of way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds West 974.30 feet along said Southerly right of way line to an iron monument, the point of beginning of the tract to be described; thence reversing South 66 degrees 03 minutes 00 seconds West 101.03 feet along said Southerly right of way line to an iron monument; thence South 15 degrees 46 minutes 00 seconds East 337 feet, more or less, to the shore of the Mississippi River; thence Northeasterly along said shore to its intersection with the line that bears South 15 degrees 46 minutes 00 seconds East from the point of beginning; thence North 15 degrees 46 minutes 00 seconds West 310 feet, more or less, along the Northeasterly line of the tract deeded to Crawford by the deed recorded in *Book 271 of Deeds, page 192*, in the Crow Wing County Recorder's Office, to the point of beginning. Subject to easements, reservations, or restrictions of record, if any.

AND

DRAINFIELD DESCRIPTION

That part of Government Lot 5, Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degree 22 minutes 32 seconds West,

assumed bearing, 323.80 feet along the West line of said Government Lot 5 to an iron monument on the Southerly right of way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds East 873.27 feet along said Southerly right of way line to an iron monument; thence South 15 degrees 46 minutes 00 seconds East 105.57 feet, to the point of beginning of the tract to be described; thence South 63 degrees 11 minutes 30 seconds West 45.00 feet; thence South 15 degrees 46 minutes 00 seconds East 30.00 feet; thence North 63 degrees 11 minutes 30 seconds East 45.00 feet; thence North 15 degrees 46 minutes 00 seconds West 30.00 feet to the point of beginning.

WARRANTY DEED

Form No. 5

DEWALD PUBLISHING CO., NEW ULW, MINN.

Individual to Joint Tenants.

Minnesota Uniform Conveyancing Blanks

This Indenture, Made this 14th day of May, 1976,

between Edward A. Ruttger and Eva Ruttger, husband & wife

of the County of Crow Wing and State of Minnesota, part 1es
of the first part, and Robert L. Crawford and Wilma L. Crawford,
husband and wife of the County of
Crow Wing and State of Minnesota, parties of the second part,

Witnesseth, That the said part 1es of the first part, in consideration of the
sum of One Dollar (\$1.00) and other valuable consideration - - DOLLARS,
to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
edged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as
joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs
and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the
County of CROW WING and State of Minnesota, described as follows, to-wit:

That part of Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), as follows:
From a point on the West line of Lot Five (5), which is Three Hundred Twenty-three and Eight-Tenths (323.8) feet North of the Southwest corner of said Lot Five (5) and on the South side of the Scenic Highway running North Sixty-six (66) degrees Three (3) minutes East along said highway line Eight Hundred Nineteen and Five-Tenths (819.5) feet to the place of beginning; thence South Zero (0) degrees Thirty (30) minutes East Four Hundred Twenty-two and Five-Tenths (422.5) feet to the bank of the Mississippi River; thence North-easterly, along the river to the East line of Lot Five (5); thence Northerly on this line to the South line of Scenic Highway; thence South Sixty-six (66) degrees Three (3) minutes West Six Hundred Eight and Five-Tenths (608.5) feet to the place of beginning, containing Six (6) acres, more or less EXCEPT THOSE PORTIONS THEREOF DESCRIBED AS FOLLOWS:

That part of Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows:
From the Southwest corner of Lot Five (5), run North Zero (0) degrees Thirty (30) minutes West Three Hundred Twenty-three and Eight-Tenths (323.8) feet to the South line of highway; thence North Sixty-six (66) degrees Three (3) minutes East Nine Hundred Seventy-four and Three-Tenths (974.3) feet to the place of beginning; thence South Fifteen (15) degrees Forty-six (46)

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: From a point on the West line of Lot Five (5) which is Three Hundred Twenty-three and Eight-Tenths (323.8) feet North of the Southwest corner of said Government Lot (5) and on the South side of the Scenic Highway, run North Sixty-six (66) degrees Three (3) minutes East along said highway One Thousand One Hundred Ninety-nine (1199) feet to the place of beginning; thence South Fifteen (15) degrees Forty-six (46) minutes East to the Mississippi River; thence Northeasterly along said river to the East line of said Government Lot Five (5); thence North along said East line of said Government Lot Five (5) to the South line of said highway; thence South Sixty-six (66) degrees Three (3) minutes West a distance of Two Hundred Twenty-eight (228) feet, more or less, to the place of beginning.

State Deed Tax Stamps Due Hereon \$ 24.20.



To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said Edward A. Ruttger and Eva Ruttger, husband & wife part ies of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid; and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part ies of the first part will Warrant and Defend.

In Testimony Whereof, The said part ies of the first part have hereunto set their hand s the day and year first above written,

Edward A. Ruttger
Edward A. Ruttger
Eva Ruttger
Eva Ruttger

State of MINNESOTA } ss.
County of CROW WING }

The foregoing instrument was acknowledged before me this 4th day of
May 19 76 by Edward A. Ruttger and Eva Ruttger,
husband and wife

(Notarial Seal)

Signature Mary Kientz

Title (or Rank) _____

Serial Number (if any) _____

MARY KIENTZ
Notary Public, Crow Wing County, Minn.
My commission expires Aug. 28, 1978

THIS INSTRUMENT WAS DRAFTED BY

Max J. Ruttger III

(Name)

217 South 4th Street

Brainerd, Minnesota 56401

(Address)

Tax Statement For The Real Property Described In This Instrument Should Be Sent To:

Name Robert L. Crawford

Address 1419 M Street

Brainerd, Minnesota 56401

Return to →

99340590

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: From the Southwest corner of Lot 5 run North 0 degrees 30 minutes West 323.8 feet to the South line of Highway; thence North 66 degrees 03 minutes East 974.3 feet; thence South 15 degrees 46 minutes East 300 feet to the River; thence North 54 degrees 29 minutes East 236.6 feet along the River; thence North 15 degrees 46 minutes West 252 feet to the point on the South line of Highway, which is the point of beginning of the land herein described; thence South 66 degrees 01 minutes West 90.9 feet along the Northerly line of said tract to a point which is 90 feet measured at right angles from the Easterly line of said tract; thence South 20 degrees 02 minutes East 300 feet, more or less, to the shore of the Mississippi River; thence Northeasterly along said shore to the Easterly line of said tract; thence North 15 degrees 46 minutes West 300 feet, more or less, along said Easterly line to the place of beginning.

99340591

That part of Government Lot 5, Section 34, Township 134, Range 28, described as follows to-wit: Commencing at a point on the West line of said Lot 5, which is 323.8 feet North of the Southwest corner of said Lot 5, and on the South side of the Scenic Highway; thence North 66 degrees 03 minutes East 1199 feet along the Scenic Highway; thence South 15 degrees 46 minutes East 252 feet; more or less, to the shore of the Mississippi River, the place of beginning; thence North 15 degrees 46 minutes West 252 feet to the Scenic Highway; thence North 66 degrees 03 minutes East 150 feet along said Scenic Highway; thence South 15 degrees 46 minutes East 250 feet, more or less, to the shore of Mississippi River; thence Southwesterly along said shore to the place of beginning, according to the U.S. Government Survey thereof on file and of record in the office of the County Recorder in and for Crow Wing County, Minnesota.

AND ALSO:

That part of Government Lot 4, Section 34, Township 134, Range 28 described as follows: Commencing at a point on the West line of Government Lot 5, Section 34, Township 134, Range 28, which is 323.8 feet North of the Southwest corner of said Lot 5 and on the South side of the Scenic Highway; thence North 66 degrees 03 minutes East 1349 feet along said Scenic Highway; thence South 15 degrees 46 minutes East to the West line of Government Lot 4, the point of beginning of the tract herein described; thence continuing South 15 degrees 46 minutes East to the Mississippi River; thence Southwesterly along the shore of the river to the West line of said Lot 4 to the point of beginning. Together with an easement for ingress and egress over and across the existing asphalt driveway which encroaches from the West a distance of 5.6 feet onto those premises described in that certain deed recorded in *Book 206 of Deeds, page 286*.

DEED RECORD No. 206

Instrument No. 231657

George H. Kinney and Ellene M. Kinney, Filed for record this 6th day of June
 husband and wife, A. D. 1968, at 2 o'clock P.M.
 TO Habel E. Gorman Register of Deeds.
 Harold L. Sweeney and Alice L. Sweeney, husband & wife, as joint
 tenants and not as tenants in common, By Deputy.

THIS INDENTURE, Made this 4 day of June, 1968,
 between George H. Kinney and Ellene M. Kinney, husband and wife,

of the County of Crow Wing and State of Minnesota, parties of the first part, and
 Harold L. Sweeney and Alice L. Sweeney, husband and wife, as joint tenants and not
 as tenants in common,

of the County of Crow Wing and State of Minnesota, parties of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$63.80 Dollars,
 to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,
 Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and
 the heirs and assigns of the survivor, Forever, all the tract or parcels of land lying and being in the County of Crow Wing, and State of Minnesota,
 described as follows, to-wit:

That part of Government Lots Four (4) and Five (5), Section Thirty-four (34), Township
 One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing
 at a point on the West line of said Lot 5 which is 323.8 feet north of the Southwest
 corner of said Lot 5 and on the south side of the Scenic Highway; thence north 66 degrees
 03 minutes East 1349 feet along said scenic highway; thence south 15 degrees 46 minutes
 East 250 feet more or less to the shore of the Mississippi River, the place of beginning;
 thence north 15 degrees 46 minutes West 250 feet more or less to the edge of the Scenic
 Highway; thence North 66 degrees 03 minutes East 110 feet along said Scenic Highway;
 thence south 35 degrees 0 minutes East 250 feet more or less to the Mississippi River;
 thence southwesterly along the river shore to the place of beginning.

State Deed Tax Hereon Is \$63.80.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging or in anywise apper-
 taining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties
 of the second part taking as joint tenants and not as tenants in common.

And the said George H. Kinney and Ellene M. Kinney, husband and wife,

parties of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the
 second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands
 and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the
 survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
 to incumbrances, if any, hereinafter mentioned, the said parties of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year
 first above written.

In Presence of

Kant E. Johnson

Richard L. Knudsen



George H. Kinney

Ellene M. Kinney

STATE OF MINNESOTA,

County of CROW WING

On this 4 day of June, 1968, before me, a Notary Public
 within and for said County, personally appeared George H. Kinney and Ellene M. Kinney, husband and wife,

to me known to be the person or persons described in, and who executed the foregoing instrument,
 and acknowledged that they executed the same as their free act and deed.



Richard L. Knudsen - Richard L. Knudsen

Notary Public, Crow Wing County, Minn.

My commission expires Dec. 21, 1971

6-12-68 Affd. by State & County (at Crow Wing) 765657

WARRANTY DEED

Form No. 5

DEWALT PUBLISHING CO., NEW ULM, MINN.

Individual to Joint Tenants.

Minnesota Uniform Conveyancing Blanks

This Indenture, Made this 4th day of May, 1976,between Edward A. Ruttger and Eva Ruttger, husband & wife

of the County of Crow Wing and State of Minnesota, part ies
 of the first part, and Robert L. Crawford and Wilma L. Crawford,
husband and wife of the County of
Crow Wing and State of Minnesota, parties of the second part,

Witnesseth, That the said part ies of the first part, in consideration of the
 sum of One Dollar (\$1.00) and other valuable consideration - - DOLLARS,
 to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
 edged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as
 joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs
 and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the
 County of CROW WING and State of Minnesota, described as follows, to-wit:

That part of Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), as follows:
 From a point on the West line of Lot Five (5), which is Three Hundred Twenty-three and Eight-Tenths (323.8) feet North of the Southwest corner of said Lot Five (5) and on the South side of the Scenic Highway running North Sixty-six (66) degrees Three (3) minutes East along said highway line Eight Hundred Nineteen and Five-Tenths (819.5) feet to the place of beginning; thence South Zero (0) degrees Thirty (30) minutes East Four Hundred Twenty-two and Five-Tenths (422.5) feet to the bank of the Mississippi River; thence North-easterly, along the river to the East line of Lot Five (5); thence Northerly on this line to the South line of Scenic Highway; thence South Sixty-six (66) degrees Three (3) minutes West Six Hundred Eight and Five-Tenths (608.5) feet to the place of beginning, containing Six (6) acres, more or less EXCEPT THOSE PORTIONS THEREOF DESCRIBED AS FOLLOWS:

That part of Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows:
 From the Southwest corner of Lot Five (5), run North Zero (0) degrees Thirty (30) minutes West Three Hundred Twenty-three and Eight-Tenths (323.8) feet to the South line of highway; thence North Sixty-six (66) degrees Three (3) minutes East Nine Hundred Seventy-four and Three-Tenths (974.3) feet to the place of beginning; thence South Fifteen (15) degrees Forty-six (46) minutes East Three Hundred (300) feet to the river; thence North Fifty-four (54) degrees Twenty-nine (29) minutes East Two Hundred Thirty-six and Six-Tenths (236.6) feet along the river; thence North Fifteen (15) degrees Forty-six (46) minutes West Two Hundred Fifty-two (252) feet to point on the South line of highway; thence South Sixty-six (66) degrees Three (3) minutes West Two Hundred Twenty-five (225) feet to the place of beginning, containing One and Forty One-Hundredths (1.40) acres, and

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: From a point on the West line of Lot Five (5) which is Three Hundred Twenty-three and Eight-Tenths (323.8) feet North of the Southwest corner of said Government Lot (5) and on the South side of the Scenic Highway, run North Sixty-six (66) degrees Three (3) minutes East along said highway One Thousand One Hundred Ninety-nine (1199) feet to the place of beginning; thence South Fifteen (15) degrees Forty-six (46) minutes East to the Mississippi River; thence Northeasterly along said river to the East line of said Government Lot Five (5); thence North along said East line of said Government Lot Five (5) to the South line of said highway; thence South Sixty-six (66) degrees Three (3) minutes West a distance of Two Hundred Twenty-eight (228) feet, more or less, to the place of beginning.

State Deed Tax Stamps Due Hereon \$ 24.20.



To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said Edward A. Ruttger and Eva Ruttger, husband & wife

part ies of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part ies of the first part will Warrant and Defend.

In Testimony Whereof, The said part ies of the first part have hereunto set their hand s the day and year first above written,

Edward A. Ruttger
Edward A. Ruttger
Eva Ruttger
Eva Ruttger

State of MINNESOTA } ss.
County of CROW WING

The foregoing instrument was acknowledged before me this 4th day of
May 19 76 by Edward A. Ruttger and Eva Ruttger,
husband and wife

(Notarial Seal)

Signature Mary Kientz

Title (or Rank) _____

Serial Number (if any) _____

MARY KIENTZ
Notary Public, Crow Wing County, Minn.
My commission expires Aug. 28, 1977

THIS INSTRUMENT WAS DRAFTED BY

Max J. Ruttger III

(Name)

217 South 4th Street

Brainerd, Minnesota 56401

(Address)

Tax Statement For The Real Property Described In This Instrument Should Be Sent To:

Name Robert L. Crawford

Address 1419 M Street

Brainerd, Minnesota 56401

Return to →

194

Doc. No. 278908

WARRANTY DEED

Individual to Joint Tenants

Edward A. Ruttger and Eva
Ruttger, husband & wife, -
TO

Robert L. Crawford and
Wilma L. Crawford, husband
& wife.

Office of Register of Deeds,
STATE OF MINNESOTA,

County of Crow Wing

I hereby certify that the within Deed was

filed in this office for record on

May 4th 19 76

at 2 o'clock P. M., and was duly

recorded in Book 271 of Deeds, page 192

OR

was duly recorded as instrument No. _____

Mabel E. Gorman
Register of Deeds

By

Deputy

No delinquent taxes and transfer entered.

Dated May 4, 19 76

Edward A. Ruttger
Notary Auditor.

By John H. [Signature]

Deputy

STANDARD PUBLISHING CO., NEW HAVEN, CONN.

99340592

That part of Government Lot 4, Section 34, Township 134, Range 28, described as follows: Commencing at the southwest corner of Section 34; thence North 0 degrees 30 minutes West 323.8 feet along the West line of Section 34 to the Southerly line of the public highway; thence North 66 degrees 03 minutes East 1459 feet along said highway to the point of beginning; thence South 35 degrees 00 minutes East 270.4 feet to the shore of the Mississippi River; thence North 57 degrees 36 minutes East 99.04 feet along said shore; thence North 35 degrees 00 minutes West 260.1 feet to the Souther line of said public highway; thence South 63 degrees 30 minutes West 100.05 feet along said highway to the point of beginning (PID NO. 41340575) AND

That part of Government Lots 4 and 5, Section 34, Township 134, Range 28, described as follows: Commencing at a point on the West line of said Lot 5 which is 323.8 feet North of the Southwest corner of said Lot 5 and on the South side of the Scenic Highway; thence North 66 degrees 03 minutes East 1349 feet along said Scenic Highway; thence South 15 degrees 46 minutes East 250 feet, more or less to the shore of the Mississippi River, the place of beginning; thence North 15 degrees 46 minutes West 250 feet, more or less, to the edge of the Scenic Highway; thence North 66 degrees 03 minutes East 110 feet along said Scenic Highway; thence South 35 degrees 0 minutes East 250 feet, more or less, to the Mississippi River; thence Southwesterly along the river shore to the place of beginning. (PID No. 99340592)

99040512

Parcel A: That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the north right of way line of County Highway a distance of 100 feet to the point of beginning; thence northwesterly parallel with the west line of said Lot 28 a distance of 175 feet; thence northeasterly parallel with the north right of way line of said County Highway a distance of 100 feet; thence southeasterly parallel with the west line of said Lot 28, 175 feet to the County Highway right of way; thence southwesterly along the north line of the County Highway right of way 100 to the place of beginning.

AND

That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the north right of way line of County Highway a distance of 200 feet to the point of beginning; thence northwesterly parallel with the west line of said Lot 28 a distance of 175 feet; thence northeasterly parallel with the north right of way line of said County Highway a distance of 50 feet; thence southeasterly parallel with the west line of said Lot 28, 175 feet to the County Highway right of way; thence southwesterly along the north line of the County Highway right of way 50 feet to the place of beginning.

Parcel B: That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the south easterly line of said Lot 28 a distance of 250 feet to the point of beginning; thence northwesterly parallel with the westerly line of said Lot 28 a distance of 175 feet; thence northeasterly parallel with the southeasterly line of said Lot 28, a distance of 16.09 feet; thence Southeasterly parallel with the westerly line of said Lot 28 a distance of 175 feet to the

southeasterly line of said Lot 28; thence southwesterly 16.09 feet along said southeasterly line to the point of beginning.

AND

That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the southeasterly line of said Lot 28, a distance of 100 feet to the point of beginning; thence northwesterly parallel with the westerly line of said Lot 28 a distance of 175 feet; thence southwesterly parallel with the southeasterly line of said Lot 28, a distance of 4.97 feet; thence southeasterly parallel with the westerly line of said Lot 28, a distance of 175.00 feet to the southeasterly line of said Lot 28; thence northeasterly along said southeasterly line of Lot 28 a distance of 4.97 feet to the point of beginning.

99040510

Lot 27, River Heights, according to the plat thereof on file and of record in the office of the Crow Wing County Recorder.

AND

Lot 28, River Heights, according to the plat thereof on file and of record in the office of the Crow Wing County Recorder, Except the East 100 feet of the West 200 feet of the South 175 feet of Lot 28; and Except that part of Lot 28 described as follows: Commencing at the Southwest corner of Lot 28; thence Northeasterly along the North right of way line of the County Highway a distance of 200 feet to the point of beginning; thence Northwesterly parallel with the West line of Lot 28 a distance of 175 feet; thence Northeasterly parallel with the North right of way line of said County Highway a distance of 50 feet; thence Southeasterly parallel with the West line of Lot 28 175 feet to the County Highway right of way; thence Southwesterly along the North line of the County Highway 50 feet to the point of beginning and also except that part of Lot 28 described as follows: Commencing at the Southwest corner of said Lot 28; thence Northeasterly along the Southeasterly line of said Lot 28 a distance of 100 feet to the point of beginning of the tract of land to be described; thence Northwesterly parallel with the Westerly line of said Lot 28 a distance of 175 feet; thence Southwesterly parallel with the Southeasterly line of said Lot 28 a distance of 4.97 feet; thence Southeasterly parallel with the Westerly line of said Lot 28 a distance of 175 feet to the Southeasterly line of said Lot 28; thence Northeasterly along said Southeasterly line of Lot 28 a distance of 4.97 feet to the point of beginning. And also except that part of Lot 28 described as follows: Commencing at the Southwest corner of said Lot 28; thence Northeasterly along the Southeasterly line of said Lot 28 a distance of 250 feet to the point of beginning of the tract to be described; thence Northwesterly parallel with the Westerly line of said Lot 28 a distance of 175 feet; thence Northeasterly parallel with the Southeasterly line of said Lot 28 a distance of 16.09 feet; thence Southeasterly parallel with the Westerly line of said Lot 28 a distance 175 feet to the Southeasterly line of said Lot 28; thence Southwesterly 16.09 feet along said Southeasterly line to the point of beginning.

AND

Lot 29, River Heights, according to the plat thereof on file and of record in the office of the Crow Wing County Recorder

99340501

That part of Government Lot 5, Section 34, Township 134, Range 28, described as follows: Beginning at a point where the West line of said Government Lot 5 intersects the centerline of

the road known as "Scenic Drive" or "Scenic River Road"; thence North 0 degrees 30 minutes West, assumed bearing, along said West line of said Government Lot 5, a distance of 508.80 feet; thence North 66 degrees 03 minutes East a distance of 99.70 feet; thence South 2 degrees 57 minutes East a distance of 500.00 feet, to the point of intersection with the centerline of said "Scenic Drive"; thence South 66 degrees 03 minutes West, along the centerline of said "Scenic Drive" a distance of 123.00 feet to the point of beginning.

99040509

That part of Lot Thirty (30), River Heights, described as follows: Beginning at the Southwest corner of said Lot Thirty (30); thence 200 feet Northerly along the West line of said lot; thence 100 feet Easterly on a course parallel to the South line of said lot; thence 200 feet Southerly to the Northerly line of the county highway; thence Westerly along said Northerly line to the point of beginning.

99330515

That part of the Southeast quarter of the Southeast quarter, Section 33, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Southeast corner of the said Southeast quarter of the Southeast quarter; thence North 0 degrees 18 minutes West 396.5 feet along the East line of the said Southeast quarter of the Southeast quarter to the North right of way line of the County Highway; thence South 66 degrees 22 minutes West 435.9 feet along the said right of way to the place of beginning; thence North 24 degrees 30 minutes West 150 feet; thence South 64 degrees 38 minutes West 106.8 feet; thence South 27 degrees 06 minutes East 150.14 feet to the North right of way line of the County Highway; thence North 64 degrees 38 minutes East 100 feet along the said right of way line to the place of beginning. And that part of the Southeast quarter of the Southeast quarter, Section 33, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Southeast corner of the said Southeast quarter of the Southeast quarter; thence North 0 degrees 18 minutes West 396.5 feet along the East line of the said Southeast quarter of the Southeast quarter to the North right of way line of the County Highway; thence South 66 degrees 22 minutes West 435.9 feet along the said right of way line; thence North 24 degrees 30 minutes West 150 feet to the place of beginning; thence North 24 degrees 30 minutes West 50.01 feet; thence South 64 degrees 38 minutes West 109.07 feet; thence South 27 degrees 06 minutes East 50.02 feet; thence North 64 degrees 38 minutes East 106.08 feet to the point of beginning.

99340593

The South 200 feet of the West 140 feet of the East 350 feet of all that part of Government Lot 5, Section 34, Township 134, Range 28, lying Northerly of the centerline of the road known as Scenic Drive or Scenic Road. Said 200 feet created by a line drawn 200 feet North and parallel with said centerline of the road known as Scenic Drive or Scenic Road.

AND

That part of the Government Lot 5, Section 34, Township 134, Range 28, described as follows: Commencing at the point where the centerline of the road known as "Scenic Drive" intersects with the West line of the East 350.00 feet of said Government Lot 5; thence North 0 degrees 07 minutes West, assumed bearing, along said West line of the East 350.00 feet a distance of 200.00 feet to an iron monument being the point of beginning; thence North 66 degrees 03 minutes East, parallel with the centerline of said "Scenic Drive", a distance of 153.05 feet to an iron monument on the West line of the East 210.00 feet of said Government Lot 5; thence North

0 degrees 07 minutes West along said West line of the East 210.00 feet a distance of 38.16 feet; thence South 89 degrees 53 minutes West a distance of 140.00 feet to a point on said West line of the East 350.00 feet; thence South 0 degrees 07 minutes East along said West line of the East 350.00 feet a distance of 100.00 feet to the point of beginning.

99340594

TRACT 1

The East 350 feet of the Northwest Quarter Southwest Quarter (NW1/4SW1/4) Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West lying South of Gilbert Lake, EXCEPT the South 20 feet of the East 210 feet of said Northwest Quarter Southwest Quarter (NW1/4SW1/4) Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West.

BUT ALSO CONVEYING

TRACT 2

The East 350 feet of Government Lot Five (5), Section 34, Township 134 North, Range 28 West.

EXCEPT

That part of Government Lot 5 lying South and East of the centerline of Scenic River Road, also known as CSAH 20,

AND ALSO EXCEPT

That part of the East 210 feet of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West Crow Wing County, Minnesota described as follows: Beginning at the Northeast corner of said Government Lot Five (5); thence South 00 degrees 16 minutes 37 seconds East, bearing based on Crow Wing County Coordinate Database NAD 83/94, 280.48 feet along the East line of said Government Lot Five (5) to the Northeast corner of the tract deeded to Crow Wing County by the deed recorded as *document number 643034* in the Crow Wing County Records Office; thence South 89 degrees 41 minutes 33 seconds West 170.00 feet along the North line of said Crow Wing County Tract to the Northwest corner of said Crow Wing County tract also being on the West line of the East 170.00 feet of said Government Lot Five (5); thence South 00 degrees 16 minutes 37 seconds East 187 feet, more or less, along said West line of the East 170 feet of Government Lot Five (5) to the centerline of CSAH 20; thence Southwesterly 44 feet, more or less, along said centerline of CSAH 20 its intersection with the West line of said East 210 feet of Government Lot Five (5); thence North 00 degrees 16 minutes 37 seconds West 485 feet, more or less, along said West line of the East 210 feet of Government Lot Five (5) to the North line of said Government Lot Five (5); thence Easterly 210 feet, more or less, along said North line of Government Lot Five (5) to the point of beginning.

AND ALSO EXCEPT

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, described as follows:

Commencing at the point where the center line of the road known as "Scenic Drive" and/or "Riverside Drive" intersects the West line of the East 350.00 feet of said Government Lot Five (5); thence North 0 degrees 07 minutes West, assumed bearing, along said West line of the East 350.00 feet a distance of 200.00 feet to an iron monument being the point of beginning; thence North 66 degrees 03 minutes East, parallel with the center line of said "Scenic Drive" and/or "Riverside Drive", a distance of 153.05 feet to an iron monument on the West line of the East 210 feet of said Government Lot Five (5); thence North 0 degrees 07 minutes West along said West line of the East 210.00 feet a distance of 38.16 feet; thence South 89 degrees 53 minutes West a distance of 140.00 feet to a point on said West line of the East 350.00 feet; thence South 0 degrees 07 minutes East along said West line of the East 350.00 feet a distance of 100.00 feet to the point of beginning.

AND ALSO EXCEPT

The South 200 feet of the following described tract (measured along the West line of said tract), to-wit: The West 140 feet of the East 350 feet of Lot Five (5) which lies North and West of the center line of the road known as "Scenic Drive" or "Scenic Road", all in Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West.

99340595

That part of the East 210 feet of Government Lot 5, Section 34, Township 134, Range 28, Crow Wing County, Minnesota described as follows: Beginning at the northeast corner of said Government Lot 5; thence South 00 degrees 16 minutes 37 seconds East bearing based on Crow Wing County Coordinate Database NAD 83/94, 280.48 feet along the east line of said Government Lot 5 to the northeast corner of the tract deeded to Crow Wing County by the deed recorded as *document number 643034* in the Crow Wing County Recorder's Office; thence South 89 degrees 41 minutes 33 seconds West 170.00 feet along the north line of said Crow Wing County tract to the northwest corner of said Crow Wing County tract also being on the west line of the East 170.00 feet of said Government Lot 5; thence South 00 degrees 16 minutes 37 seconds East 187 feet, more or less, along said west line of the East 170 feet of Government Lot 5 to the centerline of CSAH 20; thence southwesterly 44 feet, more or less, along said centerline of CSAH 20 to its intersection with the west line of said East 210 feet of Government Lot 5; thence North 00 degrees 16 minutes 37 seconds West 485 feet, more or less, along said west line of the East 210 feet of Government Lot 5 to the north line of said Government Lot 5; thence easterly 210 feet, more or less, along said north line of Government Lot 5 to the point of beginning.

AND

The South 35 feet of the East 210 feet of the Northwest Quarter of the Southwest Quarter, Section 34, Township 134, Range 28, Crow Wing County, Minnesota.

CURRENT TAX CERTIFICATION
() REQUIRED (X) NOT REQUIRED

Form No. 3-M--WARRANTY DEED

Minnesota Uniform Conveyancing Blanks (1978)

Individual(s) to Corporation or Partnership

No Delinquent taxes and transfer entered; Certificate
of Real Estate Value (X) filed () not required
Certificate of Real Estate Value No. 31532

July 29, 2003
Date

Ray A. Luukkonen
County Auditor

by [Signature] Deputy

#200304572
910543200240009 Part
STATE DEED TAX DUE HEREON: \$ 36.89

Date: _____

Office of County Recorder
County of Crow Wing, MN

I hereby certify that the within instrument was filed
in this office for record on the 29 day of July
A.D. 2003 at 8 o'clock PM
and was duly recorded as Doc. No. 0643034

[Signature] County Recorder
By Vicki Slange Deputy

(reserved for recording data)

FOR VALUABLE CONSIDERATION, H.J. Stowbridge and Lila Stowbridge, husband and wife, Grantor(s), hereby convey(s) and warrant(s) to the County of Crow Wing, Grantee, under the laws of the State of Minnesota, real property in Crow Wing County, Minnesota, described as follows:

a parcel of land being out of and part of the east 170.00 feet of Government Lot 5, Section 34, T134N-R28W, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Government Lot 5; thence N00°41'15"W, bearing based on Crow Wing County Coordinate Database NAD 83/94, 324.01 feet along the west line of said Government Lot 5; thence N65°46'25"E 1419.65 feet to the east line of said Government Lot 5; thence N00°16'37"W 36.11 feet along said east line to the point of beginning of the tract to be described; thence continue N00°16'37"W 111.36 feet along said east line; thence S89°41'33"W 170.00 feet to the west line of the east 170.00 feet of Government Lot 5; thence S00°16'37"E 186.77 feet along said west line to its intersection with the line that bears S65°46'25"W from the point of beginning; thence N65°46'25"E 186.02 feet to the point of beginning.

THE SELLER CERTIFIES THAT THE SELLER DOES NOT KNOW OF ANY
WELLS ON THE DESCRIBED REAL PROPERTY.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, reservations or restrictions of record, if any.

DATE July 29, 2003 REC# 82419
DEED TAX HEREON OF \$ 36.89
ROY A. LUUKKONEN, BY [Signature]
CROW WING COUNTY AUDITOR

[Signature]
H.J. Stowbridge
[Signature]
Lila Stowbridge

STATE OF MINNESOTA

} SS

COUNTY OF CROW WING

This instrument was acknowledged before me on June 4, 2003
(Date)

by H.J. Stowbridge and Lila Stowbridge, husband and wife, Grantor(s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Mark E. Melby
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

99030533

The East 50 feet of Lots One (1), Two (2), Three (3) and Four (4), Block Sixty-six (66), Town of Brainerd & 1st Addition to Brainerd, Crow Wing County, Minnesota

99030532

Lot Three (3), Block One (1), Replat of Part of River Heights

99030530

Re-plat of part of River Heights, Section 3, Township 133, Range 28, Lot Five (5), Block One (1), Crow Wing County, Minnesota, Unorganized/1st Assessment

99030531

Lot 4, Block 1, Replat of part of River Heights

99040524

Lot 1, River Heights, Crow Wing, Minnesota

99340608 and 99340609**PARCEL 1:**

The North 100 feet of the East 544 feet of Government Lot 2, Section 34, Township 134, Range 28.

PARCEL 2:

All that part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the Northeast corner of said Section Thirty-four (34); thence South 89 degrees 25 minutes 45 seconds West, assumed bearing, 1613.00 feet along the North line of said Section 34; thence South 3 degrees 26 minutes 02 seconds West 920.76 feet; thence South 3 degrees 22 minutes 26 seconds West 10.49 feet; thence continue South 3 degrees 22 minutes 26 seconds West 192.17 feet to the point of beginning of the tract to be described; thence North 3 degrees 22 minutes 26 seconds East 192.17 feet; thence Southeasterly 187.76 feet along a non-tangential curve, concave to the Northeast, having a radius of 160.81 feet, a central angle of 66 degrees 53 minutes 51 seconds and a chord bearing of South 53 degrees 34 minutes 17 seconds East and a chord of 177.27 feet; thence South 87 degrees 01 minutes 14 seconds East tangent to the last described curve, 132.23 feet; thence Easterly 91.02 feet along a tangential curve, concave to the South, having a radius of 308.10 feet and a central angle of 16 degrees 55 minutes 36 seconds to the East line of said Northwest Quarter of the Northeast Quarter; thence South 0 degrees 05 minutes 58 seconds West 268.57 feet along said East line to the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 24 seconds West 544.02 feet along the South line of said Northwest Quarter of the Northeast Quarter to the West line of the East 544 feet of said Northwest Quarter of the Northeast Quarter; thence North 0 degrees 05 minutes 58 seconds East 50.00 feet along said West line to the North line of the South 50 feet of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 24 seconds West 183 feet, more or less, along said North line to the shore of Gilbert Lake; thence Northeasterly along said shore to an intersection with a line which bears North 84 degrees 51 minutes 39 seconds West from the

point of beginning; thence South 84 degrees 51 minutes 39 seconds East 211 feet, more or less, to the point of beginning.

Together with an easement for the driveway road as said road exists along and across the easterly line of the following description: Beginning at the concrete monument located at the northeast corner of Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), then proceed west along said section line for a distance of 1613 feet to a point marked by an iron pipe driven into the ground; thence South 3 degrees 22 minutes 21 seconds West 918 feet to a point marked by an iron pipe driven into the ground which is the place of beginning; thence South 69 degrees 48 minutes West 226.95 feet, more or less to the shore of Gilbert Lake; thence South 09 degrees 59 minutes 30 seconds West 106.05 feet along said shore; thence South 84 degrees 55 minutes 20 seconds East 220.55 feet; thence North 03 degrees 18 minutes 45 seconds East 202.66 feet to the point of beginning.

99340611

That part of the Tract deed to Endres by the deed recorded in *Book 172 of Deeds, page 82*, described as follows: Beginning at the concrete monument located at the northeast corner of Section 34, Township 134, Range 28, then proceed West along said section line for a distance of 1613 feet to a point marked by an iron pipe driven into the ground; thence South 3 degrees 22 minutes 21 seconds West 918 feet (Deed: South 3 degrees 50 minutes West 918 feet) to a point marked by an iron pipe driven into the ground which is the place of beginning; thence South 69 degrees 48 minutes West 226.95 feet more or less to the shore of Gilbert Lake; thence South 9 degrees 59 minutes 30 seconds West 106.05 feet along said shore; thence South 84 degrees 55 minutes 20 seconds East 220.55 feet; thence North 3 degrees 18 minutes 45 seconds East 202.66 feet to the point of beginning.

99340504

That part of the NW1/4NE1/4 of Section 34, Township 134, Range 28, described as follows: Commencing at the NE corner of said Section 34; thence W 1,613.00 feet along the N line of said Section 34 to an iron pipe monument; thence S 3°50'W; 37.02 feet to the place of beginning; thence S 3°50'W 100.98 feet to an iron pipe monument, the NE corner of the tract deeded to First Federal Savings and Loan Association of Brainerd, and recorded in *Book 160 of Deeds, page 159*; thence N 8°11'W along the N line of said First Federal Savings and Loan Association tract to the shore of Gilbert Lake; thence northerly along said shore to a point N 78°11'W of the place of beginning; thence S 78°11' E to the place of beginning together with an easement for ingress and egress over the present road. Together with all that part of the island in Gilbert Lake, which lies in the NW1/4NE1/4 of Section 34, Township 134N, Range 28W. Subject to any reservations or restrictions or record, if any.

206828

M. D. Plaisted and wife
to
Richard W. Endres and Jeanne M. Endres,
husband and wife, as joint tenants.

WARRANTY DEED.

Filed for record November 1st, 1962, at 2 o'clock P.M.
E. W. Jenkins, Register of Deeds.
By: Mabel E. Gorman, Deputy.

THIS INDENTURE, Made this 14th day of September, 1962, between M. D. Plaisted and Myrtle E. Plaisted, husband and wife, of the County of and State of Minnesota, parties of the first part, and Richard W. Endres and Jeanne M. Endres, husband and wife, of the County of Crow Wing, and State of Minnesota, parties of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar and other valuable consideration DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tracts or parcels of land lying and being in the County of Crow Wing, and State of Minnesota, described as follows, to-wit:

Beginning at the concrete monument located at the northeast corner of Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), then proceed west along said section line for a distance of one thousand six hundred thirteen (1613) feet to a point marked by an iron pipe driven into the ground; thence south three (3) degrees fifty (50) minutes west for a distance of nine hundred eighteen (918) feet to a point marked by an iron pipe driven into the ground which is the place of beginning; thence south sixty-nine (69) degrees forty-eight (48) minutes west along the south line of Kenneth A. Wagner's property for a distance of two hundred twenty-seven and six tenths (227.6) feet, more or less, to the edge of Gilbert Lake; thence southwesterly along the water's edge of Gilbert Lake to the south line of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28); thence easterly along said southline to the southeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28); thence northerly along the east line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), for a distance of four hundred (400) feet to a point marked by an iron pipe driven into the ground at the south edge of the present travelled Gilbert Lake Road; thence south at an angle of south eighty-nine (89) degrees twenty-seven minutes west for a distance of one hundred sixty (160) feet along the present travelled Gilbert Lake Road to a point marked by right at an angle of twenty-one (21) degrees fifty-six (56) minutes along said road to the point of beginning, except the south fifty (50) feet thereof which lies west of the east five hundred forty-four (544) feet of the south fifty (50) feet thereof;

AND ALSO CONVEYING:

The North one hundred (100) feet of Government Lot Two (2), Section thirty-four (34) Township one hundred thirty-four (134) Range twenty-eight, together with a perpetual easement and right to travel over the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section thirty-four (34), Township One hundred thirty-four (134), Range Twenty-eight (28), along the present travelled Gilbert Lake Road, except the north one hundred (100) feet thereof which lies west of the east five hundred forty-four (544) feet of the north one hundred (100) feet thereof.

The said exception does not apply to and is not a part of the easement contained herein. The property conveyed herein is subject to an easement in favor of Frank B. Ehmeke and Lois M. Ehmeke, over a road constructed in 1960, said road running from premises conveyed to the said Frank B. Ehmeke and Lois M. Ehmeke, and across Government Lot Two (2), and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), all in Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), County of Crow Wing, State of Minnesota.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said M. D. Plaisted and Myrtle E. Plaisted, husband and wife, parties of the first part, for their heirs, executors, and administrators, do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written. State Deed tax herein \$.....

In Presence of (\$ 20.35 STATE DEED STAMPS)
Donald A. Stecher (ATTACHED AND CANCELLED)
Rochelle Pelouquin (\$20.35 REVENUE STAMPS)
(ATTACHED & CANCELLED)

M. D. Plaisted
Myrtle E. Plaisted

DEED RECORD-160

159

Minnesota Uniform Conveyance Blank No. 1

INSTRUMENT

No. 184882

Kenneth A. Wagner and wife } Filed for record this 20th day of November
 TO } A. D. 19 57, at 4 o'clock P. M.
 First Federal Savings and Loan } E. W. Jenkins Register of Deeds.
 Association of Brainerd } By Deputy.

THIS INDENTURE, Made this 20th day of September, 19 57
 between Kenneth A. Wagner and Genevieve G. Wagner, husband and wife

of the County of Crow Wing and State of Minnesota parties of the first part, and
 First Federal Savings and Loan Association of Brainerd
 a corporation under the laws of the United States,

Witnesseth, That the said parties of the first part, in consideration of the sum of
 One Dollar and other good and valuable consideration - - - - - DOLLARS,
 to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do
 hereby Grant, Bargain, Sell and Convey unto the said party of the second part its successors, heirs and assigns, Forever,

all the tract or parcel of land lying and being in the County of Crow Wing, and State of Minnesota, described as follows, to-wit:
 That part of the NW 1/4, Section 34, Township 134, Range 26 described as follows: Beginning
 at the Northeast corner of said Section 34, thence 1613.0 feet west on the North section line
 of said Section 34, to an iron pipe monument; thence delta angle 86°10' to the left of said
 section line, southwesterly 638.0 feet to the point of beginning where there is located an iron
 pipe monument; thence continuing along the same described line southwesterly 80.0 feet along the
 West right-of-way limits of the present travelled road to an iron monument; thence on a line,
 delta angle 85°36' right, southwesterly to the point of intersection with the North and South
 quarter line of said Section 34; the property involved is bounded on the easterly side by the
 first above described line from point of beginning whose length is 80.0 feet and on the south-
 erly side by the second above described line and on the northerly side by a line beginning at
 the point of beginning, thence delta angle 97°59' to the right Northwesterly to the point of
 intersection with said North and South quarter line of said Section 34, and on the West side by
 that part of said North and South quarter line between the above described points of intersection
 except all that part of an island in Gilbert Lake located in the NW 1/4, Section 34, Township
 134, Range 26, all according to the government survey thereof on file and of record in the
 office of the Register of Deeds in and for said Crow Wing County, Minnesota.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the
 said party of the second part, its successors, heirs and assigns, Forever. And the said
 Kenneth A. Wagner and Genevieve G. Wagner, husband and wife
 part of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of
 the second part its successors, heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and have
 good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

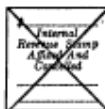
And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part,
 its successors, heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to in-
 cumbrances, if any, heretofore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said party of the first part hereunto set their hand the day and year
 first above written.

In Presence of

Lona Blocker

JAYNE ROCK



Kenneth A. Wagner

Genevieve G. Wagner

STATE OF MINNESOTA,

County of Crow Wing

On this 25th day of September, 19 57

before me, a Notary Public within and for said County, personally appeared

Kenneth A. Wagner and Genevieve G. Wagner, husband and wife



to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they
 executed the same as their free act and deed.

Gen. P. Mahood

Gen. P. Mahood

Notary Public Crow Wing County, Minn.

My commission expires July 12, 19 60

99340613

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Beginning at the Northeast corner of said Section Thirty-four (34), thence 1613.00 feet West on the North section line of said Section Thirty-four (34), to an iron pipe monument, thence delta angle 86 degrees 10 minutes to the left of said Section line, southwesterly 838.00 feet to the point of beginning where there is located an iron pipe monument, thence continuing along the same described line Southwesterly 80.0 feet along the West right of way limits of the present travelled road to an iron monument, thence on a line, delta angle 65 degrees 58 minutes right Southwesterly to the point of intersection with the North and South quarter line of said Section Thirty-four (34), the property involved is bounded on the easterly side by the first above described line from point of beginning whose length is 80.0 feet and on the Southerly side by the second above described line and on the Northerly side by a line beginning at the point of beginning, thence delta angle 97 degrees 59 minutes to the right Northwesterly to the point of intersection with said North and South quarter line of said Section Thirty-four (34), and on the West side by that part of said North and South quarter line between the above described points of intersection except all that part of an island in Gilbert Lake located in the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28); Also except the following described portion: That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Beginning at the Northeasterly corner of the tract of land conveyed to George R. Bedard and James Geary which deed is recorded in *Book 163 of Deeds, page 389*, thence North 78 degrees 11 minutes West 111.4 feet along the Northerly line of said Bedard - Geary tract, thence South 44 degrees 14 minutes West 204.7 feet to the shore of Gilbert Lake, thence South 44 degrees 46 minutes East 48.3 feet along said shore to the Southerly line of said Bedard - Geary tract, thence North 69 degrees 48 minutes East 226.1 feet along Southerly line to the Southeasterly corner of said Bedard - Geary tract, thence North 3 degrees 50 minutes East 80 feet to the place of beginning.

Together with an easement across the northerly Twenty (20) feet of said exception tract for access to the tract hereby conveyed.

99340612

That part of the NW1/4NE1/4, Section 34, Township 134, Range 28, described as follows: Beginning at the Northeasterly corner of the tract of land conveyed to George R. Bedard and James Geary which deed is recorded in *Book 163 of Deeds, Page 389*; thence North 78 degrees 11 minutes West 111.4 feet along Northerly line of said Bedard - Geary tract; thence South 44 degrees 14 minutes West 204.7 feet to the shore of Gilbert Lake; thence South 44 degrees 46 minutes East 48.3 feet along said shore to the Southerly line of said Bedard - Geary tract; thence North 69 degrees 48 minutes East 226.1 feet along said Southerly line to the Southeasterly corner of said Bedard - Geary tract; thence North 3 degrees 50 minutes East 80 feet to the place of beginning.

DEED RECORD—163, QUIT CLAIM

389

E
INSTRUMENT

No. 193532

Loris Josephine Wheaton, widow
George R. Bedard & James Beary

Filed for record this 9th day of November
 A. D. 1957, at 12 o'clock M.
E. W. Jenkins Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 24th day of August, 1957,
 between Loris Josephine Wheaton, widow and unmarried

of the County of Crow Wing and State of Minnesota party of the first part, and
George R. Bedard and James Beary

of the County of Crow Wing and State of Minnesota parties of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of
One dollar and other valuable consideration DOLLARS,
 to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby
 Grant, Bargain, Quitclaim, and Convey unto the said parties of the second part, their heirs and assigns, Forever, all the tract
 or parcel of land lying and being in the County of Crow Wing, and State of Minnesota, described as follows, to-wit:

That part of the NW 1/4 Sec. 34, Twp. 134, Rgs. 28, described as follows: Beginning at
 the Northeast corner of said Section 34, thence 1613.0 feet west on the North section line of
 said Section 34, to an iron pipe monument; thence delta angle 66 degrees 10 minutes to the
 left of said section line, southwesterly 938.0 feet to the point of beginning where there is
 located an iron pipe monument; thence continuing along the same described line southwesterly
 80.0 feet along the West right-of-way limits of the present travelled road to an iron monument;
 thence on a line, delta angle 65 degrees 58 minutes right, southwesterly to the point of
 intersection with the North and South quarter line of said Section 34, The property involved is
 bounded on the easterly side by the first above described line from point of beginning whose
 length is 80.0 feet and on the southerly side by the second above described line and on the
 northerly side by a line beginning at the point of beginning, thence delta angle 97 degrees
 59 minutes to the right Northwesterly to the point of intersection with said North and South
 quarter line of said Section 34, and on the West side by that part of said North and South
 quarter line between the above described points of intersection, except all that part of an
 island in Gilbert Lake located in the NW 1/4 Sec. 34, Twp. 134, Rgs. 28.

\$4.40 Revenue Stamp
Attached & cancelled
 To Have and to hold the Same, Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining,
 to the said parties of the second part, their heirs and assigns, Forever.

Deed Tax Return due \$4.40
Wendell or Harvett

Deed Tax paid \$4.40
Receipt No. 456
Long M. Anderson M.
County Treasurer

In Testimony Whereof, The said party of the first part has hereunto set her hand the day and year
 first above written.

In Presence of

S. B. FitzpatrickMabel EricksonLoris J. Wheaton

STATE OF MINNESOTA,

County of Crow WingOn this 24th day of August, 1957, before me, a Notary Public,

within and for said County, personally appeared

Loris Josephine Wheaton, widow and unmarried

to me known to be the person described in, and who executed the foregoing instrument,
 and acknowledged that she executed the same as her free act and deed.



S. B. Fitzpatrick
S. B. Fitzpatrick Crow Wing County, Minn.
 Notary Public
 My commission expires September 18, 1961

99340614

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the Northeast corner of said Section 34, thence South 89 degrees 55 minutes 41 seconds West, assumed bearing, 1613.00 feet along the North line of said Section 34; thence South 3 degrees 22 minutes 21 seconds West 554.85 feet to a point on the South line of the North 553.84 feet of said NW1/4NE1/4, the place of beginning; thence South 3 degrees 22 minutes 21 seconds West 184.11 feet to the Northeasterly corner of the tract deeded to Lakewood Evangelical Free Church of Brainerd, Minnesota, by the Deed recorded in *Book 201 of Deeds, page 540*; thence North 78 degrees 11 minutes West 353.44 feet along the Northerly line of said tract to the shore of Gilbert Lake; thence North 22 degrees 18 minutes 13 seconds East 120.0 feet along said shore to a point on the South line of the North 553.84 feet of said NW1/4of NE1/4; thence North 89 degrees 55 minutes 41 seconds East 311.24 feet along said South line of the North 553.84 feet to the place of beginning, Crow Wing County, Minnesota.

A.P.N.970341200C00009

99340616

That part of the Northwest Quarter of the Northeast Quarter, Section 34, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South along the east line of said Northwest Quarter of the Northeast Quarter 525.4 feet; thence West 667 feet to the shore of Gilbert Lake, being the point of beginning; thence East for a distance of 340 feet to the roadway running northerly and southerly through said Northwest Quarter of the Northeast Quarter; thence northerly along said roadway for a distance of 400 feet; thence west to the shore of Gilbert Lake; thence southerly along the shore of Gilbert Lake to the point of beginning.

99340649

That part of the following described property per *Document No. 0801568*:

Part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows, to-wit: Commencing at the northeast corner of said NW1/4NE1/4; thence south along the east line of said NW1/4NE1/4, for a distance of 525.4 feet; thence west 667 feet to the shore of Gilbert Lake, being the point of beginning of the land herein conveyed; thence east for a distance of 340 feet to the roadway running northerly and southerly through said NW1/4NE1/4; thence northerly along said roadway for a distance of 400 feet; thence west to the shore of Gilbert Lake; thence southerly along the shore of Gilbert Lake to the point of beginning.

Lying northerly of the following described line:

Commencing at the northeast corner of said NW1/4NE1/4; thence south along the east line of said NW1/4NE1/4, for a distance of 525.4 feet; thence west 667 feet to the shore of Gilbert Lake; thence east for a distance of 340 feet to the roadway running northerly and southerly through said NW1/4NE1/4; thence northerly along said roadway for a distance of 166.48 feet to the point of beginning; thence deflect to the left 60 degrees 52 minutes 15 seconds and run

northwesterly 133.06 feet; thence deflect to the left 9 degrees 30 minutes 46 seconds and run northwesterly 70 feet more or less, to the shore of Gilbert Lake and there terminating.

Together with an easement as recorded in an Easement Agreement recorded with the Crow Wing County Recorder as *Document No. A923243*, and legally described as follows:

An access easement over and across that part of Lot 1, Shady Hills Replat, and Lot 1, Crow Wing County Highway Right-of-Way Plat No. 1 described as follows: Beginning at the southwest corner of said Lot 1, County Right-of-Way Plat No. 1; thence South 89 degrees 26 minutes 08 seconds West 89.03 feet along the South line of said Lot 1, Shady Hills Replat, thence North 27 degrees 21 minutes 05 seconds East 23.00 feet; thence North 89 degrees 28 minutes 05 seconds East 88.63 feet; thence South 83 degrees 33 minutes 49 seconds East 30.95 feet; thence South 57 degrees 52 minutes 47 seconds East 30.56 feet to the south line of said Lot 1, Crow Wing County Highway Right-of-Way Plat No.1; thence South 89 degrees 26 minutes 08 seconds West 88.90 feet to the point of beginning.

QUIT CLAIM DEED CURRENT TAX CERTIFICATION
Individual(s) to Trustee(s) () REQUIRED (✓) NOT REQUIRED

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed (✓) not required
Certificate of Real Estate Value No. _____

September 22, 2011
Laureen E. Borden
County Auditor

by JK
Deputy

Office of County Recorder
County of Crow Wing, MN

I hereby certify that the within instrument was filed
in this office for record on the 22 day of Sept
A.D. 2011 at 5 o'clock P.M.
and was duly recorded as Doc. No.

0801568

Sheryl Albutson
County Recorder
Deputy

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$1.65

Date: September 14, 2011

FOR VALUABLE CONSIDERATION, Edward H. Fox and Evelyn M. Fox
husband and wife, Grantor(s),
(marital status)

hereby convey(s) and quitclaim(s) to one-half undivided interest as tenants in common to: Evelyn M. Fox, as
Trustee, or Successor Trustee(s), designated to act under the Evelyn M. Fox Revocable Trust Dated September 14,
2011, Grantee(s), real property in Crow Wing County, Minnesota, described as follows:

See attached legal description.

The total consideration for the transfer of this property is \$500.00 or less.

DATE Sept. 22, 2011 REC'D 22010
DEED TAX HEREON OF \$ 1.65
LAUREEN E. BORDEN, BY JK
CROW WING COUNTY AUDITOR/TREASURER

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Stamp Here

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss.

Edward H. Fox
Edward H. Fox
Evelyn M. Fox
Evelyn M. Fox

The foregoing instrument was acknowledged before me this 14th day of September,
2011 by Edward H. Fox and Evelyn M. Fox
husband and wife, Grantor(s).

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be
sent to (include name and address of Grantee):

Edward H. Fox and Evelyn M. Fox

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):



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LEGAL DESCRIPTION

Real property located in the County of Crow Wing, State of Minnesota legally described as follows:

2 Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), Block One (1),
1 Shady Hills Replat; AND, Lots Fifteen (15), Sixteen (16) and Seventeen (17), Shady Hills; AND, Out Lots B, C,
2 and D, Shady Hills, except the parts of said outlots included in the Shady Hills Replat, according to the recorded
plat thereof on file and of record in the Office of the Crow Wing County Recorder; AND, That part of the
NW1/4NE1/4, Section 34, Township 134, Range 28, described as follows, to-wit: Commencing at the northeast
corner of said NW1/4NE1/4, thence south along the East line of said NW1/4NE1/4, for a distance of 525.4 feet,
thence west 667 feet to the shore of Gilbert Lake, being the point of beginning of the land herein conveyed, thence
East for a distance of 340 feet to the roadway running northerly and southerly through said NW1/4NE1/4, thence
northerly along said roadway for a distance of 400 feet, thence west to the shore of Gilbert Lake, thence southerly
along the shore of Gilbert Lake to the point of beginning.

DEED RECORD—201, QUIT CLAIM

MINNESOTA PUBLIC DEEDS, 10 CENTS PER PAGE, 7-7-58		Quit Claim Deed - Individual to Individual	Minnesota Uniform Deeds Book No. 21
Instrument No. <u>250680</u>			
Kenneth A. Wagner and Genevieve G. Wagner, husband and wife, TO Lakewood Evangelical Free Church of Brainerd,		Filed for record this <u>2nd</u> day of <u>April</u> A. D. 19 <u>68</u> , at <u>2</u> o'clock <u>P. M.</u> Mabel E. Gorman, Register of Deeds. By _____ Deputy.	
THIS INDENTURE, Made this <u>1st</u> day of <u>April</u> , 19 <u>68</u> , between <u>Kenneth A. Wagner and Genevieve G. Wagner, husband and wife,</u>			
of the County of <u>Crow Wing</u> and State of <u>Minnesota</u> parties of the first part, and			
<u>Lakewood Evangelical Free Church of Brainerd, Minnesota, a corporation under the laws of</u> <u>Minnesota</u> the State of <u>Minnesota</u> part <u>y</u> of the second part,			
WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ - - - - - Exactly One Dollar (\$1.00) - - - - - DOLLARS, to _____ in hand paid by the said part <u>y</u> of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said part <u>y</u> of the second part, <u>its SUCCESSORS</u> and assigns, Forever, all the tract or parcel _____ of land lying and being in the County of <u>Crow Wing</u> , and State of <u>Minnesota</u> , described as follows, to-wit:			
That part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section 34, Township 134 North, Range 28 West, described as follows: Commencing at the Northeast corner of said Section 34; thence West 1,613.0 feet along the North line of said Section 34 to an iron pipe monument; thence South 3 degrees 50 minutes West 737.02 feet to the place of beginning; thence South 3 degrees 50 minutes West 100.98 feet to an iron pipe monument, the Northeast corner of the tract deeded to First Federal Savings and Loan Association of Brainerd, and recorded in Book 160 of Deeds, page 159; thence North 78 degrees 11 minutes West along the North line of said First Federal Savings and Loan Association tract to the shore of Gilbert Lake; thence Northerly along said shore to a point North 78 degrees 11 minutes West of the place of beginning, together with an easement for ingress and egress over the present road. Subject to any reservations or restrictions of record, if any. Together with all that part of the Island in Gilbert Lake which lies in the NW $\frac{1}{4}$ -NE $\frac{1}{4}$ of Section 34, Township 134 North, Range 28 West.			
State Deed Tax due hereon is \$2.20 (\$2.20 State Deed Tax) (attached and cancelled)			
TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part <u>y</u> of the second part, <u>its SUCCESSORS</u> and assigns, Forever.			
IN TESTIMONY WHEREOF, The said parties of the first part ha. <u>ye</u> hereunto set <u>their</u> hands <u>and</u> the day and year first above written.			
In Presence of Donald L. Arp Dorothy M. Voehl		Kenneth A. Wagner - Kenneth A. Wagner Genevieve G. Wagner - Genevieve G. Wagner	
STATE OF MINNESOTA, } County of <u>CROW WING</u> } ss. On this <u>1st</u> day of <u>April</u> , 19 <u>68</u> , before me, a Notary Public within and for said County, personally appeared <u>Kenneth A. Wagner and Genevieve G. Wagner, husband</u> <u>and wife,</u>			
to me known to be the person <u>s</u> described in, and who executed the foregoing instrument, and acknowledged that <u>the y</u> executed the same as <u>their</u> free act and deed			
Notarial Seal Crow Wing Co. Minn.		Darlyne E. Houle - Darlyne E. Houle	
		Notary Public <u>Crow Wing</u> County, Minn.	
		My commission expires <u>Oct. 16</u> , 19 <u>71</u>	

Certificate of Value is Not Required
SPLIT Y N N
Exempt from State Deed Tax
No Delinquent Taxes
DATE: 09-27-2019
DEED TAX HEREON OF 0.00
Gary Griffin, by: JackieD
Crow Wing County Auditor/Treasurer
99270551, 99340616

Document #: A923243
Date: 09-27-2019 Time: 02:51:14 PM Pages: 5
Fee: \$46.00 County: CROW WING State: MN
Requesting Party: Edina Realty Title
Recorder: GARY GRIFFIN
COUNTY RECORDER
By: JD

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") entered into this Sept. 11, 2019, by and between Evelyn M. Fox, as trustee of the Evelyn Marie Fox Revocable Trust dated September 14, 2011, and by Evelyn M. Fox as trustee of the Evelyn M. Fox Revocable Trust dated September 14, 2011 (hereinafter referred to as "Fox") and Sandra Arnold-Pearson Trust dated August 9, 2018, (hereinafter "Sandra").

J.

RECITALS

A. Sandra owns That part of the Northwest Quarter of the Northeast Quarter, Section 34, Township 134, Range 28, described as follows: commencing at the northeast corner of said NWNE; thence South along the east line of said NWNE 525.4 feet; thence West 667 feet to the shore of Gilbert Lake, being the point of beginning; thence East for a distance of 340 feet to the roadway running northerly and southerly through said NWNE; thence northerly along said roadway for a distance of 400 feet; thence West to the shore of Gilbert Lake; thence southerly along the shore of Gilbert Lake to the point of beginning.
(hereinafter Sandra Parcel); and

B. Fox owns Lots 1, Block 1, Shady Hills Replat; (hereinafter Fox Parcel)

C. The Sandra Parcel now accesses Ashmun Road by crossing the Fox Parcel over and across an existing private driveway.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. Grant of Easement for Ingress/Egress. Fox hereto grant Sandra a perpetual, non-exclusive access easement for vehicular and pedestrian ingress, egress and access and utility

purposes (the "Easement") over the existing driveway as described below (the "Easement Area").

An access easement over and across that part of Lot 1, Shady Hills Replat, and Lot 1, Crow Wing County Highway Right-of-Way Plat No. 1 described as follows: beginning at the southwest corner of said Lot 1, County Right-of-Way Plat No. 1; thence South 89 degrees 26 minutes 08 seconds West 89.03 feet along the South line of said Lot 1, Shady Hills Replat, thence North 27 degrees 21 minutes 05 seconds East 23.00 feet; thence North 89 degrees 28 minutes 05 seconds East 88.63 feet; thence South 83 degrees 33 minutes 49 seconds East 30.95 feet; thence South 57 degrees 52 minutes 47 seconds East 30.56 feet to the south line of said Lot 1, Crow Wing County Highway right-of-way Plat No. 1; thence South 89 degrees 26 minutes 08 seconds West 88.90 feet to the point of beginning.

3. Persons Entitled to Use Easement Area. The Easement Area may be used by the Parties, and their successors and assigns, along with their tenants, subtenants, occupants, agents, guests and invitees, in accordance with this Agreement.

4. Parcels Benefitted by Easement. This Agreement and the Easement are for the benefit of the parcels described above.

5. Release of Other Easement Claims. All Parties hereby release, quit claim and waive any easement or access rights, whether by easement, prescription or by implication over and across their respective parcels EXCEPT the Easement provided by this Agreement.

6. Public Dedication. The Easement shall continue to be for the private use of the Parties, and their successors and assigns. As such, the public shall not maintain this road nor pay any expenses to maintain this road. If it is later accepted as a public street, a new easement from the Parties shall be filed benefitting the governing jurisdiction and making clear that it is now a public street.

7. No Obstructions in Easement Area. The Parties agree not to obstruct, impede, or interfere in any way with any other party's use of the Easement Area for the purpose of ingress and egress from any parcel described above. No vehicles, equipment, trailers or structures shall be placed or parked in the Easement Area.

8. Binding Effect; Covenants Running With the Land. This Agreement shall be perpetual and binding upon and benefit the Parties, their respective heirs, successors and assigns, and shall run with the land.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Minnesota.

10. Entire Agreement. Any and all prior agreements relating to access to the benefitted parcels are hereby merged into and superseded by this Agreement, it being the intent that all such prior agreements are integrated into and contained in this 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, or their successors and assigns, and duly recorded in the office of the County Recorder's Office.

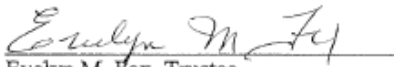
11. Notices. All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any party may change its address for notice by providing written notice to the other parties.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other parties shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

14. Maintenance. Since the Easement Area is for the sole benefit of the Sandra Parcel, Sandra shall be responsible for all maintenance and indemnify and hold Fox harmless from any liability caused by Sandra using said Easement Area.

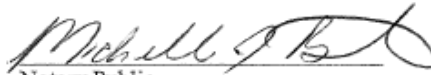
IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the day and year first above written.


Evelyn M. Fox, Trustee

STATE OF Minnesota)
COUNTY OF Crow Wing)ss.

The foregoing instrument was acknowledged before me this 11th day of September, 2019 by Evelyn M. Fox, as trustee of the Evelyn Marie Fox Revocable Trust dated September 14, 2011, and by Evelyn M. Fox as trustee of the Evelyn M. Fox Revocable Trust dated September 14, 2011.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Brad Person
BREEN & PERSON, LTD.
P. O. Box 472
Brainerd, Minnesota 56401
218/828-1248

Tax statements for the real property
described in this instrument should
be sent to (include name and address
of Grantee): No change in taxpayer


Sandra Arnold-Pearson, Trustee

J.

STATE OF Minnesota)
COUNTY OF Crow Wing)ss.

The foregoing instrument was acknowledged before me this 11 day of Sept. 2019,
2019 by Sandra Arnold-Pearson Trust dated August 9, 2018.

J.


Notary Public



99270551

All of Lot One (1), Block One (1), Shady Hills Replat, and part of vacated public road, plat of Shady Hills, designated as Parcel Lot 1 of Crow Wing County Highway Right of Way Plat No. 1, revised by Certificate of Correction Recorded February 21, 1984, and its addendum Recorded December 21, 1987, Crow Wing County, Minnesota.

99270548 and 99270549 (99270550 was combined with 99270549)

Lots Two (2), Three (3), and (4), Block One (1), Shady Hills Replat

99270547

Lot 5, Block 1, Shady Hills Replat, Crow Wing County, Minnesota

99270546 and 99270604

Lot 6, Block 1, Shady Hills Replat and Outlot B, Shady Hills, except the parts of said outlots included in the Shady Hills Replat, Crow Wing County, Minnesota

99270545 and 99270544 and 99270543 and 99270603

Lots 7, 8 and 9, Block 1, Shady Hills Replat, Crow Wing County, Minnesota.

And

Outlot C, Shady Hills, except the parts of said outlots included in the Shady Hills Replat, Crow Wing County, Minnesota.

99270542

Lot Ten (10), Block One (1), SHADY HILLS REPLAT. Crow Wing County, Minnesota

99270541

Lot 11, Block 1, Shady Hills Replat.

99270540

Lot Twelve (12), Block One (1), Shady Hills Replat

99270611

Lot 15, Block 1, Shady Hills

99270610

Lot 16, Block 1, Shady Hills

99270609

Lot 17, Block 1, Shady Hills

99270607 (combined with 99270608)

Lots 18 and 19, Block 1, Shady Hills

99270606

Lot Twenty (20), Shady Hills

99270605

Lot 21, Shady Hills, according to the plat thereof on file and of record in the office of the County Recorder. Crow Wing County, Minnesota.

99270500

Outlot D, Shady Hills, except that part included in the Shady Hills Replat, Crow Wing County, Minnesota.

99340605

EXHIBIT A

That part of the Northwest Quarter of the Northeast Quarter, Section 34, Township 134 North, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Southeast corner of Outlot B, Shady Hills, thence South 00 degrees 02 minutes 06 seconds West, 435.73 feet, assumed bearing along the West line of Stonebridge, to the Northerly right of way line of Ashmun Road per *Book 333 of Deeds, page 677*, said corner also being the Southwest corner of Outlot A, said plat Stonebridge; thence Northwesterly along said Northerly right of way and along the Northerly right of way of Ashmun Road per *Document No. 329595*, along a non-tangential curve concave to the Southwest having a radius of 408.10 feet, a central angle of 12 degrees 11 minutes 48 seconds for an arc length of 86.87 feet, the chord of said curve bears North 81 degrees 31 minutes 49 seconds West; thence North 87 degrees 37 minutes 43 seconds West, 132.23 feet, along said Northerly right of way per *Document No. 329595*; thence Northwesterly along said right of way, along a tangential curve concave to the Northeast having a radius of 60.18 feet, a central angle of 90 degrees 50 minutes 20 seconds for an arc length of 95.42 feet; thence North 86 degrees 47 minutes 23 seconds West, 17.00 feet to the East line of the right of way of Ashmun Road per *Document No. 329564*; thence North 03 degrees 12 minutes 37 seconds East, 39.67 feet; along said Easterly right of way line; thence South 89 degrees 25 minutes 45 seconds West, 67.29 feet to the Southeast corner of the tract of land described in *Book 208 of Deeds, page 56*; thence North 03 degrees 21 minutes 18 seconds East 285.09 feet, along the East line of the tract of land described in *Book 208 of Deeds, page 56* and along the East line of the tract of land described in *Book 208 of Deeds, page 363* to the Northeast corner of said tract of land described in *Book 208 of Deeds, page 363*; thence Westerly along the North line of said tract of land described in *Book 208 of Deeds, page 363*, a distance of 347 feet more or less to the shore of Gilbert Lake; thence Northerly along said shore to the South line of the North 525.40 feet of said Northwest Quarter of the Northeast Quarter; thence Easterly, 677 feet more or less, along said South line to the point of beginning.

EXCEPT that part of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, that lies northerly of the northerly right of way line of Ashmun Road as described in *Doc. No. 329595* and easterly of the following described line: Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest quarter of the Northeast Quarter to the point of beginning; thence South 35 degrees 31 minutes 45 seconds West 149.28 feet; thence South 00 degrees 05 minutes 58 seconds West 65.96 feet, more or less, to said northerly right of way line of Ashmun Road and said line there terminating.

EXCEPT

That part of the East 43.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota that lies northerly of the northerly right-of-way line of Ashmun Road as described in *Document No. 329595* and southerly of the following described line:

Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the line to be described; thence South 35 degrees 31 minutes 45 seconds West 74.18 feet to the west line of the East 43.00 feet thereof and said line there terminating.

State Aid

or

County Aid Road No.

First Assessment District - Ashmun Road

Proj. Sec. Neg. 1

Highway Easement

Prepared by.....

Checked by.....

Checked by.....

Owner Potlatch Corporation

Grantor..... of Box 510 - Cloquet, Minnesota 55720

for and in consideration of Four Hundred Thirty and No/100 DOLLARS (\$ 430.00).

Receipt of which is hereby acknowledged.

Hereby convey..... and warrant..... to the County of Crow Wing, State of Minnesota, grantee, for highway purposes, free and clear of all encumbrances, the following described real estate in the County of Crow Wing, State of Minnesota.

All that part of Gov't. Lot 1, Section 34, T134N, R28W which lies between two lines parallel with and distant 50 feet on each side of the following described line:

Commencing at the Northwest corner of Section 35, T134N, R28W; thence S87°03'21"E along North line of said Section 35 for 86.06 feet; thence S14°36'59"W for 477.15 feet; thence S41°10'29"W for 548.17 feet; thence S26°06'59"W for 261.86 feet; thence S55°08'09"W for 468.51 feet to the point of beginning of the line to be described; thence N38°15'41"W for 181.88 feet to a steel pin marking the P.C. of a Circular Curve; thence to the left on a 8°00' Circular Curve (Delta Angle 12°03'17") for 150.68 feet to a steel pin marking the P.T. of said 8°00' Circular Curve; thence N50°18'58"W for 186.83 feet to a steel pin marking the P.C. of a Circular Curve; thence to the left on a 16°00' Circular Curve (Delta Angle 33°57'30") for 200 feet and there terminating.

Containing 0.43 Acres, more or less, in addition to the existing Right-of-Way. All merchantable timber cut in clearing for right-of-way must be cut in 100 inch lengths, and piled in convenient piles along the road-right-of-way for use by party of the first part at its option.

And the said grantor.....for (himself) (his) (themselves) (their) heirs, executors and assigns do..... hereby release the County of Crow Wing, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto and the County of Crow Wing, State of Minnesota, shall have the right to use and remove all earth and other materials lying within the parcel of land hereby conveyed and the right to construct and maintain upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

Dated this 7 day of January, 19 83

In presence of:

Witness.....

Witness.....

ARKANSAS
STATE OF MINNESOTA } ss.
COUNTY OF CROW WING
Bradley

On this 7 day of January, 19 83, before me personally appeared

R. V. Warner and C. T. O'Neal

to me known to be the person.....described in and who executed the foregoing instrument and acknowledged that they..... executed the same as their..... free act and deed.

"NOTARIAL SEAL"

This instrument was drafted by:
Crow Wing County Highway Department,
Brainerd, Minnesota 56401

Mary Sue Rees
Notary Public.

INTL
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LACAT
ECOTAN
ECOT
CAGS

678

332466

CROW WING COUNTY
DEPARTMENT OF HIGHWAYS
HIGHWAY EASEMENT

—TO—

CROW WING COUNTY, MINNE-
SOTA

STATE OF MINNESOTA

COUNTY OF CROW WING } ss.

Office of ~~Recorder~~ ^{COUNTY RECORDER}

I hereby certify that the within in-
strument was filed for record in this

office on the 27th day of Jan.

1983 at 10 o'clock A.M., and

that the same was duly recorded in

book 333 of Needs

on pages 6-77

Sharon L. Peterson
COUNTY RECORDER

By _____
DEPUTY.

Carl Beck

Taxes paid and transfer entered this

27th day of January 83
Conrad A. Be
County Auditor

By _____ Deputy

I hereby certify that the within easement will convey to the County of Crow Wing, State of Minnesota,
for highway purposes a good title to the land described, free and clear of all encumbrances.
I further approve said easement as to form and execution.

19

County Attorney.

State Aid

or

County Aid Road No.

First Assessment District - Ashmun Road

Proj. Sec. Neg.

Prepared by.....

Checked by.....

Checked by.....

Highway Easement

Owner Peter J. Johnson and Grace E. Johnson, husband and wife

Grantor of Box 285 - Brainerd, Minnesota 56401

for and in consideration of Two Hundred Fifty and No/100-----DOLLARS (\$ 250.00).

Receipt of which is hereby acknowledged.

Hereby convey..... and warrant..... to the County of Crow Wing, State of Minnesota, grantee, for highway purposes, free and clear of all encumbrances, the following described real estate in the County of Crow Wing, State of Minnesota.

All that part of the NW¹/₄NE¹/₄, Section 34, T134N, R28W originally deeded to
Stephanie Bestul (sbestul@ci.brainerd.mn.us) 172 of Deeds, Page 82, except the

Commencing at the concrete monument located at the Northeast corner of said Section 34; thence West along North Section line of said Section 34 for 1,613 feet to a point marked by an iron pipe; thence S06°33'52"W for 918 feet to a point marked by an iron pipe, the point of beginning; thence S72°59'31"W for 226.95 feet, more or less, to the shore of Gilbert Lake; thence S13°11'01"W for 106.05 feet along said shore; thence S81°43'49"E for 220.55 feet; thence N06°30'16"E for 202.66 feet to the point of beginning and there terminating,

which lies Northerly and Northeasterly of a line parallel with and distant 50 feet Southerly and Southwesterly of the following described line:

Commencing at the Northwest corner of Section 35, T134N, R28W; thence S87°03'21"E along the North line of said Section 35 for 86.06 feet; thence S14°36'59"W for 477.15 feet; thence S41°10'29"W for 548.17 feet; thence S26°06'59"W for 261.86 feet; thence S55°08'09"W for 468.51 feet; thence N38°15'41"W for 257.50 feet; thence N50°18'58"W for 262.45 feet to a steel pin marking the P.C. of a Circular Curve, the point of beginning of the line to be described; thence to the left on a 16°00' Circular Curve (Delta Angle 33°57'30") for 212.24 feet to a steel pin marking the P.T. of said 16°00' Circular Curve; thence N84°16'28"W for 132.23 feet to a steel pin marking the P.C. of a Circular Curve; thence to the right on a 52°00' Circular Curve (Delta Angle 90°50'20") for 174.69 feet to a steel pin marking the P.T. of said 52°00' Circular Curve and there terminating.

Containing 0.25 Acres, more or less, in addition to the existing Right-of-Way.

And the said grantor.....for (himself) (his) (themselves) (their) heirs, executors and assigns do..... hereby release the County of Crow Wing, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto and the County of Crow Wing, State of Minnesota, shall have the right to use and remove all earth and other materials lying within the parcel of land hereby conveyed and the right to construct and maintain upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

Dated this 20th day of SEPTEMBER 19 82.

In presence of:

Witness.....

Witness.....

x Peter J. Johnson
x Grace Johnson

STATE OF MINNESOTA }
COUNTY OF CROW WING } ss.

On this 20th day of SEPTEMBER, 19 82, before me personally appeared
PETER J. JOHNSON AND GRACE E. JOHNSON, HUSBAND AND WIFE
to me kn Stephanie Bestul (sbestul@ci.brainerd.mn.us) who executed the foregoing instrument and acknowledged that THEY executed the same as THEIR free act and deed.

This instrument was drafted by:
Crow Wing County Highway Department,
Brainerd, Minnesota 56401

William L. Beck
Notary Public.



255

756 329595

RECEIVED
AUG 10
AUG 11
REG. 17.1
REC'D
COM

CROW WING COUNTY
DEPARTMENT OF HIGHWAYS
HIGHWAY EASEMENT

—TO—
CROW WING COUNTY, MINNE-
SOTA

STATE OF MINNESOTA }
COUNTY OF CROW WING } ss.
Office of ~~Highway Easement~~ COUNTY RECORDER

I hereby certify that the within in-
strument was filed for record in this
office on the 21st day of August,
1913 at 13 o'clock P. M., and
that the same was duly recorded in
book 330 of Deerda
on pages 754

Charon L. Peterson
COUNTY RECORDER

By _____ DEPUTY.

Taxes paid and transfer entered this
21st day of September, 1913

Conrad A. By
County Auditor

By *SK* Deputy

I hereby certify that the within easement will convey to the County of Crow Wing, State of Minnesota,
for highway purposes a good title to the land described, free and clear of all encumbrances.

I further approve said easement as to form and execution.

_____, 19 _____ County Attorney.

State Aid

or

County Aid Road No.

First Assessment District - Ashmun Road

Proj. Sec. Neg.

Prepared by.....

Checked by.....

Checked by.....

Highway Easement

Owner Patrick S. Humphrey and Barbara ~~XXXXXXXXXX~~ A. Humphrey, husband and wife

Grantor... of Route 9, Gilbert Lake - Brainerd, Minnesota 56401

for and in consideration of Fifty and No/100-----DOLLARS (\$ 50.00).

Receipt of which is hereby acknowledged.

Hereby convey..... and warrant..... to the County of Crow Wing, State of Minnesota, grantee, for highway purposes, free and clear of all encumbrances, the following described real estate in the County of Crow Wing, State of Minnesota.

All that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T134N, R28W described as follows:

Commencing at the Northeast corner of said Section 34; thence 1613.0 feet West on the North Section line of said Section 34 to an iron pipe monument; thence, delta angle 86°10' to the left of said Section line, Southwesterly 838.0 feet to an iron pipe monument; thence 50 feet East across the present roadway to the point of beginning; thence 306 feet, more or less, to the 1/16 line running North and South; thence South 105 feet, more or less, to the North side of the present roadway; thence Westerly 160 feet; thence Northwesterly and Northerly along the North and East side of the present roadway to the point of beginning.

And, commencing at the Northeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence S00°05'W along the 1/16 line a distance of 525.4 feet to an iron pipe, the point of beginning; thence due West a distance of 667 feet to the shore of Gilbert Lake; thence Southerly along the shore of Gilbert Lake a distance of 260.8 feet to an iron pipe; thence S78°11'E a distance of 301 feet to an iron pipe; thence East a distance of 353.9 feet to an iron pipe on the 1/16 line; thence North a distance of 310.8 feet to the place of beginning, except those portions recorded in the Office of the County Recorder in Book 208 of Deeds, Page 56 and Book 208 of Deeds, Page 363,

which lies Southerly and Westerly of a line parallel with and distant hereafter described:

Commencing at the Northwest corner of Section 35, T134N, R28W; thence S87°03'21"E along the North line of said Section 35 for 86.06 feet; thence S14°36'59"W for 477.15 feet; thence S41°10'29"W for 548.17 feet; thence S26°06'59"W for 261.86 feet; thence S55°08'09"W for 468.51 feet; thence N38°15'41"W for 257.50 feet; thence N50°18'58"W for 262.45 feet to a steel pin marking the P.C. of a Circular Curve, the point of beginning of the line to be described; thence, with a line distant 50 feet Northerly and Northeasterly, to the left on a 16°00' Circular Curve (Delta Angle 33°57'30") for 212.24 feet to a steel pin marking the P.T. of said 16°00' Circular Curve; thence N84°16'28"W for 132.23 feet to a steel pin marking the P.C. of a Circular Curve; thence to the right on a 52°00' Circular Curve (Delta Angle 90°50'20") for 174.69 feet to a steel pin marking the P.T. of said 52°00' Circular Curve; thence, with a line distant 33 feet Easterly, N06°33'52"E for 360 feet and there terminating.

Containing 0.03 Acres, more or less, in addition to the existing Right-of-Way.

282

And the said grantor.....for (himself) (his) (themselves) (their) heirs, executors and assigns do..... hereby release the County of Crow Wing, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto and the County of Crow Wing, State of Minnesota, shall have the right to use and remove all earth and other materials lying within the parcel of land hereby conveyed and the right to construct and maintain upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

Dated this 18th day of SEPTEMBER 19 82

In presence of:

Witness.....

Patrick S. Humphrey

Witness.....

Barbara A. Humphrey

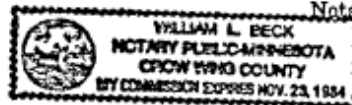
STATE OF MINNESOTA }
COUNTY OF CROW WING } ss.

On this 18th day of SEPTEMBER, 19 82, before me personally appeared
PATRICK S. HUMPHREY AND BARBARA A. HUMPHREY, HUSBAND AND WIFE
to me known to be the person.....described in and who executed the foregoing instrument and acknowledged that THEY executed the same as THEIR free act and deed.

This instrument was drafted by:
Crow Wing County Highway Department,
Brainerd, Minnesota 56401

William L. Beck

Notary Public.



7789

I hereby certify that the within easement will convey to the County of Crow Wing, State of Minnesota, for highway purposes a good title to the land described, free and clear of all encumbrances.

I further approve said easement as to form and execution.

....., 19 County Attorney.

66.44,
5.00

329564

CROW WING COUNTY
DEPARTMENT OF HIGHWAYS
HIGHWAY EASEMENT

—TO—
CROW WING COUNTY, MINNE-
SOTA

STATE OF MINNESOTA } ss.
COUNTY OF CROW WING
Office of ~~Register of Deeds~~

I hereby certify that the within in-
strument was filed for record in this
office on the 20th day of Sept.
1922 at 9 o'clock A. M., and
that the same was duly recorded in
book 330 of deeds
on pages 737

Sheldon S. Peterson
REGISTER OF DEEDS.

By _____
DEPUTY.

Taxes paid and transfer entered this
20th day of September 23
Carroll A. Bye
County Auditor
By _____ Deputy

Bill Rich

SECRET PRINTING COMPANY, ST. CLOUD, MINN. G-5511

Warranty Deed—Individual to Joint Tenants

Minnesota Uniform Conveyance Blank No. 5

Instrument No. 233553

Lakewood Evangelical Free Church of
Brainerd, Minnesota, }
TO
Laura S. Harney and Raymond E. }
Simmons & wife, joint tenants }

Filed for record this 26th day of September
A. D. 1968, at 9 o'clock A.M.
Mabel E. Gorman Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 1st day of April, 1968,
between LAKEWOOD EVANGELICAL FREE CHURCH OF BRAINERD, MINNESOTA,
A corporation under the laws of the State of Minnesota,
of the County of Crow Wing and State of Minnesota, part Y of the first part, and
Laura S. Harney and Raymond E. Simmons and Marcia M. Simmons, husband and wife,
with right of survivorship,
of the County of Crow Wing and State of Minnesota, parties of the second part
WITNESSETH, That the said part Y of the first part, in consideration of the sum of
One Dollar and other valuable consideration DOLLARS,
to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,
Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and
the heirs and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of Crow Wing, and State of Minnesota
described as follows, to-wit:

That part of the Northwest Quarter of the Northeast Quarter (NW1-NE1) of Section 34,
Township 134 North, Range 28 West, described as follows: Commencing at the Northeast
corner of said section 34, thence West 1,613.0 feet along the North line of said
Section 34 to an iron pipe monument; thence south 3 degrees 50 minutes West 737.02 feet
to the place of beginning; thence south 3 degrees 50 minutes West 100.98 feet to an iron
pipe monument, the northeast corner of the tract deeded to First Federal Savings and
Loan Association of Brainerd, and recorded in Book 160 of Deeds, page 259; thence north
78 degrees 11 minutes West along the North line of said First Federal Savings and Loan
Association tract to the shore of Gilbert Lake; thence Northerly along said shore to a
point North 78 degrees 11 minutes West of the place of beginning; thence South 78 degrees
11 minutes East to the place of beginning, together with an easement for ingress and egress
over the present road. Subject to any reservations or restrictions of record, if any.
Together with all that part of the Island in Gilbert Lake which lies in the NW1-NE1 of
Section 34, Township 134 North, Range 28 West.

State Deed Tax due hereon—\$2.20.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging or in anywise apper-
taining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties
of the second part taking as joint tenants and not as tenants in common.

And the said LAKEWOOD EVANGELICAL FREE CHURCH OF BRAINERD, MINNESOTA, A CORPORATION,
part ies of the first part, for its heirs, executors and administrators do hereby covenant with the said parties of the
second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that it is well seized in fee of the lands
and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the
survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, heretofore mentioned, the said part Y of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said part Y of the first part has its hereunto set its hand the day and year
first above written.

In Presence of

Donald L. Arr
Arthur Nichols

None
Interest
Revenue Stamp
Affixed
and Cancelled

\$ 2.20
State Deed
Tax Stamp
Affixed
and Cancelled

By John W. Hanson
Chairman Trustees Board-Lakewood
Ev. Free Church
Roger A. Wagner—Trustee

STATE OF MINNESOTA,
County of Crow Wing } ss.
On this 1st day of April, 1968, before me, a Notary Public
within and for said County, personally appeared John W. Hanson & Roger A. Wagner, Trustees Board Members of
Lakewood Evangelical Free Church of Brainerd, Minnesota, a corporation,
to me known to be the person or persons described in, and who executed the foregoing instrument,
and acknowledged that they executed the same as their free act and deed.

Notarial
Seal, Crow
Wing Co.,
Minn.

Darlyne E. Houle—Darlyne E. Houle
Notary Public, Crow Wing County, Minn.
My commission expires Oct. 16, 1971

DEED RECORD No. 208

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Instrument No. 235074

Lakewood Evangelical Free Church

Filed for record this 30th day of December

A. D. 19 68, at 9 o'clock A. M.

TO
Dennis Jennison and Joyce C. Jennison,
husband and wife, as joint tenants

Mabel E. Gorman Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 24th day of October, 19 68,
between Lakewood Evangelical Free Church a religious corporation organized under the laws of
the State of Minnesota. Chairman Wallace M. Christensenof the County of Crow Wing and State of Minnesota, part Y of the first part, and
Dennis Jennison and Joyce C. Jennison, husband and wife

of the County of Crow Wing and State of Minnesota, parties of the second part

WITNESSETH, That the said part Y of the first part, in consideration of the sum of

Two Thousand, Two Hundred and no/100 - - - - - DOLLARS,

to be in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,
Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and
the heirs and assigns of the survivor, Forever, all the tract E. or parcel E. of land lying and being in the County of Crow Wing, and State of Minnesota,
described as follows, to-wit:

That part of the Northwest Quarter of the Northeast Quarter (NW1-NE1) of Section 34, Town-
ship 134 North, Range 28 West, described as follows: Commencing at the Northeast corner of
said section 34, thence South 89 degrees 55 minutes 41 seconds West, assumed bearing, 1613.0
feet along the North line of said section 34; thence South 3 degrees 22 minutes 21 seconds West
554.85 feet to a point on the South line of the North 553.84 feet of said NW-NE, the place of
beginning; thence South 3 degrees 22 minutes 21 seconds West 184.11 feet to the Northeastly
corner of the tract deeded to Lakewood Evangelical Free Church of Brainerd, Minnesota, by the
Deed recorded in Book 201 of Deeds, Page 540; thence North 78 degrees 11 minutes West 353.44
feet along the Northerly line of said tract to the shore of Gilbert Lake; thence North 22 degrees
18 minutes 13 seconds East 120.0 feet along said shore to a point on the South line of the North
553.84 feet of said NW-NE; thence North 89 degrees 55 minutes 41 seconds East 311.24 feet along
said South line of the North 553.84 feet to the place of beginning, together with an Easement
for ingress and egress over the present road, subject to any reservations or restrictions of
record, if any.

State Deed Tax hereon due is \$4.40

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging or in anywise apper-
taining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties
of the second part taking as joint tenants and not as tenants in common.

And the said Lakewood Evangelical Free Church of Brainerd, Minnesota

part Y of the first part, for itself, its heirs, executors and administrators do covenant with the said parties of the
second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that it is well seized in fee of the lands
and premises aforesaid and hold good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the
survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, hereinafter mentioned, the said part Y of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said part Y of the first part has hereunto set its hand the day and year
first above written.

In Presence of

Donald L. Arp

Dorothy M. Volk



Wallace M. Christensen

STATE OF MINNESOTA,

County of Crow Wing ss.

On this 28th day of October, 19 68,

before me, a Notary Public
within and for said County, personally appeared Wallace Christensen (Chairman) of Lakewood Evangelical Free Church
of Brainerd, Minnesota a religious corporation organized under the laws of the State of Minnesota

to me known to be the person described in, and who executed the foregoing instrument,

and acknowledged that he executed the same as his free act and deed

Notary
Seal
Crow Wing Co.
Minn.

Darlyne E. Houle Darlyne E. Houle

Notary Public Crow Wing County, Minn.

My commission expires Oct. 16, 19 71

That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet to the point of beginning of the tract to be described; hence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the east line of the West 84.07 feet of said Government Lot 5; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 82 feet, more or less, to the shoreline of Gilbert Lake; thence westerly along said shoreline to the intersection with said west line of said Section 26; thence South 01 degrees 16 minutes 30 seconds West along said west line, a distance of 364 feet, more or less, to the point of beginning.

AND ALSO Lot 22, SHADY HILLS, according to the recorded plat thereof, Crow Wing County, Minnesota.

The above described parcels are to be permanently attached to each other.

Along with and subject to a 20.00 foot easement for ingress and egress purposes over, under and across that part of said Government Lot 5, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 26; thence North 89 degrees 40 minutes 02 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 26, a distance of 86.18 feet to the westerly right-of-way line of County State Aid Highway 20; thence North 44 degrees 39 minutes 17 seconds East along said right-of-way, a distance of 193.76 feet; thence northeasterly 176.30 feet along right-of-way on a tangential curve concave to the northwest, said curve having a radius of 423.58 feet and a central angle of 23 degrees 50 minutes 50 seconds; thence North 20 degrees 49 minutes 58 seconds East along said right-of-way, tangential to the last described curve, a distance of 84.74 feet to the point of beginning of the centerline to be described; thence 72.55 feet westerly along a non-tangential curve concave to the south, said curve having a radius of 130.00 feet, a central angle of 31 degrees 58 minutes 24 seconds, a chord length of 71.61 feet and a chord bearing of North 83 degrees 33 minutes 57 seconds West; thence South 80 degrees 26 minutes 51 seconds West, tangential to the last described curve, a distance of 56.16 feet; thence 122.26 feet northwesterly along a tangential curve concave to the north, said curve having a radius of 130.00 feet and a central angle of 53 degrees 53 minutes 00 seconds; thence North 45 degrees 40 minutes 10 seconds West, tangential to the last described curve, a distance of 72.39 feet and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the south line of the drainage easement as described in *Document Number 0794076*, and the westerly right-of-way line of County State Aid Highway Number 20.

99260502

Tract B: That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26: thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the east line of the West 84.07 feet of said Government Lot 5, said point hereinafter referred to as "Point A"; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet to the point of beginning of the tract to be described; thence reversing course South 40 degrees 38 minutes 57 seconds East, a distance of 63.34 feet to the intersection with said east line of the West 84.07 feet of said Government Lot 5; thence South 01 degrees 16 minutes 30 seconds West, along said east line, a distance of 245.82 feet to said "Point A"; thence South 88 degrees 43 minutes 30 seconds East, a distance of 34.30 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the east line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 268.97 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 167 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 82 feet, more or less, to the point of beginning.

Along with and subject to a 20.00 foot easement for ingress and egress purposes over, under and across that part of said Government Lot 5, the centerline of said easement is described as follows: Commencing at the southwest corner of said Section 26; thence North 89 degrees 40 minutes 02 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 26, a distance of 86.18 feet to the westerly right-of-way line of County State Aid Highway 20; thence North 44 degrees 39 minutes 17 seconds East along said right-of-way, a distance of 193.76 feet; thence northeasterly 176.30 feet along said right-of-way on a tangential curve concave to the northwest, said curve having a radius of 423.58 feet and a central angle of 23 degrees 50 minutes 50 seconds; thence North 20 degrees 49 minutes 58 seconds East along said right-of-way, tangential to the last described curve, a distance of 84.74 feet to the point of beginning of the centerline to be described; thence 72.55 feet westerly along a non-tangential curve concave to the south, said curve having a radius of 130.00 feet, a central angle of 31 degrees 58 minutes 24 seconds, a chord length of 71.61 feet and a chord bearing of North 83 degrees 33 minutes 57 seconds West; thence South 80 degrees 26 minutes 51 seconds West, tangential to the last described curve, a distance of 56.16 feet; thence 122.26 feet northwesterly along a tangential curve concave to the north, said curve having a radius of 130.00 feet and a central angle of 53 degrees 53 minutes 00 seconds; thence North 45 degrees 40 minutes 10 seconds West, tangential to the last described curve, a distance of 72.39 feet and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the south line of the drainage easement as described in *Document Number 0794076*, and the westerly right-of-way line of County State Aid Highway Number 20.

ALSO along with an easement for ingress and egress purposes over and across that part of said Government Lot 5 described as follows:

Commencing at the Southwest corner of said Section 26; thence North 1 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 450.41 feet to the point of beginning; thence South 88 degrees 43 minutes 30 seconds East, a distance of 72.81 feet; thence North 50 degrees 33 minutes 43 seconds West, a distance of 67.16 feet; thence North 1 degree 16 minutes 30 seconds East parallel to the West line of said Section 26, a distance of 100.21 feet; thence North 88 degrees 43 minutes 30 seconds West, a distance of 20.00 feet to the West line of said Section 26; thence South 1 degree 16 minutes 30 seconds West along said West line, a distance of 141.71 feet to the point of beginning.

AND ALSO along with a 20.00 foot easement for ingress and egress purposes over, under and across part of said Government Lot 5, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 592.12 feet to the north line of a drainage easement recorded as *Document Number 0794076* and on file in the Office of the County Recorder, Crow Wing County, Minnesota; thence South 88 degrees 43 minutes 30 seconds East along the north line of said drainage easement, a distance of 10.00 feet to the point of beginning of the centerline to be described; thence North 01 degree 16 minutes 30 seconds East, parallel with the west line of said Section 26, a distance of 26.54 feet; thence North 85 degrees 44 minutes 35 seconds East, a distance of 74.42 feet to the east line of the West 84.07 feet of said Government Lot 5, and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the east line of the West 84.07 feet of said Government Lot 5 and the north line of drainage easement as described in *Document Number 0794076*.

99260503

That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the east line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 268.97 feet to the point of beginning; thence reversing course South 01 degrees 16 minutes 30 seconds West, a distance of 207.91 feet; thence North 64 degrees 11 minutes 01 seconds East, a distance of 112.32 feet to the intersection with the east line of the West 284.07 feet of said

Government Lot 5; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 167 feet, more or less, to the point of beginning. Along with a 20.00 foot easement for ingress and egress purposes over under, under and across part of said Government Lot 5, the centerline of said easement is described as follows: Commencing at the southwest corner of said Section 26; thence North 89 degrees 40 minutes 02 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 26, a distance of 86.18 feet to the westerly right-of-way line of County State Aid Highway Number 20; thence North 44 degrees 39 minutes 17 seconds East along said right-of-way, a distance of 193.76 feet; thence 176.30 feet northeasterly along said right-of-way on a tangential curve concave to the northwest, said curve having a radius of 423.58 feet and a central angle of 23 degrees 50 minutes 50 seconds; thence North 20 degrees 49 minutes 58 seconds East along said right-of-way, tangential to the last described curve, a distance of 190.63 feet; thence 124.48 feet northerly along said right-of-way on a tangential curve concave to the west, said curve having a radius of 214.27 feet and a central angle of 33 degrees 17 minutes 09 seconds; thence North 12 degrees 27 minutes 42 seconds West along said right-of-way, tangential to the last described curve, a distance of 30.77 feet to the point of beginning of the centerline to be described; thence 101.59 feet northwesterly along a non-tangential curve concave to the southwest, said curve having a radius of 110.00 feet, a central angle of 52 degrees 55 minutes 00 seconds, a chord length of 98.02 feet and a chord bearing of North 64 degrees 27 minutes 10 seconds West to the intersection with the east line of the West 284.07 feet of said Government Lot 5, and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the east line of the West 284.07 feet of said Government Lot 4, and the westerly right-of-way line of said County State Aid Highway Number 20.

99260501

That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37; thence southeasterly 70.40 feet along a non-tangential curve concave to the Northeast to the intersection with the east line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence South 01 degrees 16 minutes 30 seconds West, along said east line a distance of 10.01 feet to the point of beginning; thence reversing course North 01 degrees 16 minutes 30 seconds East, along said east line, a distance of 71.06 feet; thence North 64 degrees 11 minutes 01 seconds East, a distance of 112.32 feet to the intersection with the east line of the West 284.07 feet of said Government Lot 5; thence North 01 degrees 16 minutes 30 seconds East, along said East line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the southeasterly shoreline of Gilbert lake; thence northeasterly along said southeasterly shoreline to the intersection with the southerly line of Lot 1, Block 1, AHRENS HILL; thence South 43 degrees 35 minutes 28 seconds East, along said south line, a distance of 56 feet, more or less, to the westerly right of way line of County State Aid Highway Number 20; thence southerly along said westerly right of way line to the

intersection with a line which bears; South 75 degrees 32 minutes 46 seconds East from the point of beginning; thence North 75 degrees 32 minutes 46 seconds West, a distance of 144.77 feet, hereinafter referred to as "Line A", to the point of beginning.

Along with and subject to a 33.00-foot easement for ingress and egress, the centerline of said easement being said "Line A". The sidelines of said easement are to be prolonged or shortened to terminate on said westerly right of way line of County State Aid Highway Number 20 and the east line of the West 184.07 feet of said Government Lot 5.

Subject to a drainage and utility easement as described in *Document Number 0784076*, as on file in the Office of the Country Recorder, Crow Wing County, Minnesota.

Said panel contains 74,240 square feet, more or less and is subject to all restrictions, reservations and easements of record, if any.

CURRENT TAX CERTIFICATION
() REQUIRED () NOT REQUIRED
CERTIFICATE OF REAL ESTATE VALUE
() FILED () NOT REQUIRED
NO DELINQUENT TAXES-TRANSFER ENTERED
DATE March 9, 2011
BY Danuta G. Erickson
CROW WING COUNTY AUDITOR/TREASURER
TRANSFER # 201101155
RE CODE 970263305D00009 PT

Office of County Recorder
County of Crow Wing, MN

I hereby certify that the within instrument was filed
in this office for record on the 9 day of March
A.D. 2011 at 3 o'clock P.M.
and was duly recorded as Doc. No. 0794076

Danuta G. Erickson County Recorder
Deputy

RETURN TO CWC Highway Dept.

Modification to Perpetual Highway Drainage Easement
This document is intended to replace the easement originally granted in Document No. 0718410 as
recorded in the Crow Wing County Recorder's Office.

Owner(s)/Grantor(s):

Jean E. Murray
Po Box 821
Brainerd, MN 56401

of real property identified as RE Code: 970263305D00009, do(es) hereby Quit Claim and convey
to the County of Crow Wing, a political subdivision of the State of Minnesota, grantee, a perpetual
highway drainage easement over, under and across real property described as follows:

A parcel of land being out of and part of Government Lot 5, Section 26, T134N, R28W, Crow Wing County,
Minnesota, shown as Retention Basin 8 on the Certificate of Survey on file in the office of the County Surveyor and
described as follows:

Commencing at the southwest corner of said Government Lot 5; thence N01° 26' 15"E, bearing based on Crow Wing
County Coordinate Database NAD 83/94, 450.41 feet along the west line of said Government Lot 5 to the point of
beginning of the tract to be described; thence S88° 33' 45"E 136.95 feet; thence N64° 20' 53"E 121.02 feet; thence N30° 11'
08"E 65.17 feet; thence N64° 55' 46"E 110.46 feet to the westerly right-of-line of County State Aid Highway 20 according to
the recorded plat of AHREN'S HILL on record in the Crow Wing County Recorder's Office; thence N12° 28' 01"W 30.74
feet along said westerly right-of-way line of County State Aid Highway 20; thence S64° 55' 46"W 136.44 feet; thence S79°
26' 01"W 36.89 feet; thence N75° 10' 19"W 81.55 feet; thence N88° 33' 45"W 129.99 feet to said west line of Government
Lot 5; thence S01° 26' 15"W 141.71 feet along said west line of Government Lot 5 to the point of beginning.

Except for an easement for ingress and egress purposes over and across that part of Government Lot 5, Section 26,
Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 1 degree 16 minutes 30 seconds East, bearings
are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 450.41 feet to the
point of beginning; thence South 88 degrees 43 minutes 30 seconds East, a distance of 72.81 feet; thence North 50
degrees 33 minutes 43 seconds West, a distance of 67.16 feet; thence North 1 degree 16 minutes 30 seconds East
parallel to the West line of said Section 26, a distance of 100.21 feet; thence North 88 degrees 43 minutes 30 seconds
West, a distance of 20.00 feet to the West line of said Section 26; thence South 1 degree 16 minutes 30 seconds West
along said West line, a distance of 141.71 feet to the point of beginning.

The grantor hereby agrees to pay Two Thousand Six Hundred Eighteen Dollars & no/100, \$2,618.00 to Crow Wing
County Highway Department. The grantor/easement holder agrees to pay for any maintenance fees accrued for their
driveway. The hereby grantor shall be responsible for any damages/negatives impacts and or functions of the pond as
determined by the Crow Wing County Highway Department.

Dated this 3rd day of March, 2011.

In testimony whereof, grantor(s) have hereunto set their hands the date hereinbefore written.

Jean E. Murray
Owner: Jean E. Murray

STATE OF MINNESOTA)

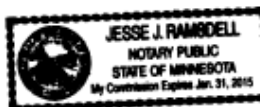
COUNTY OF CROW WING)

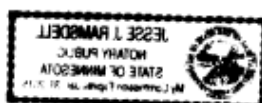
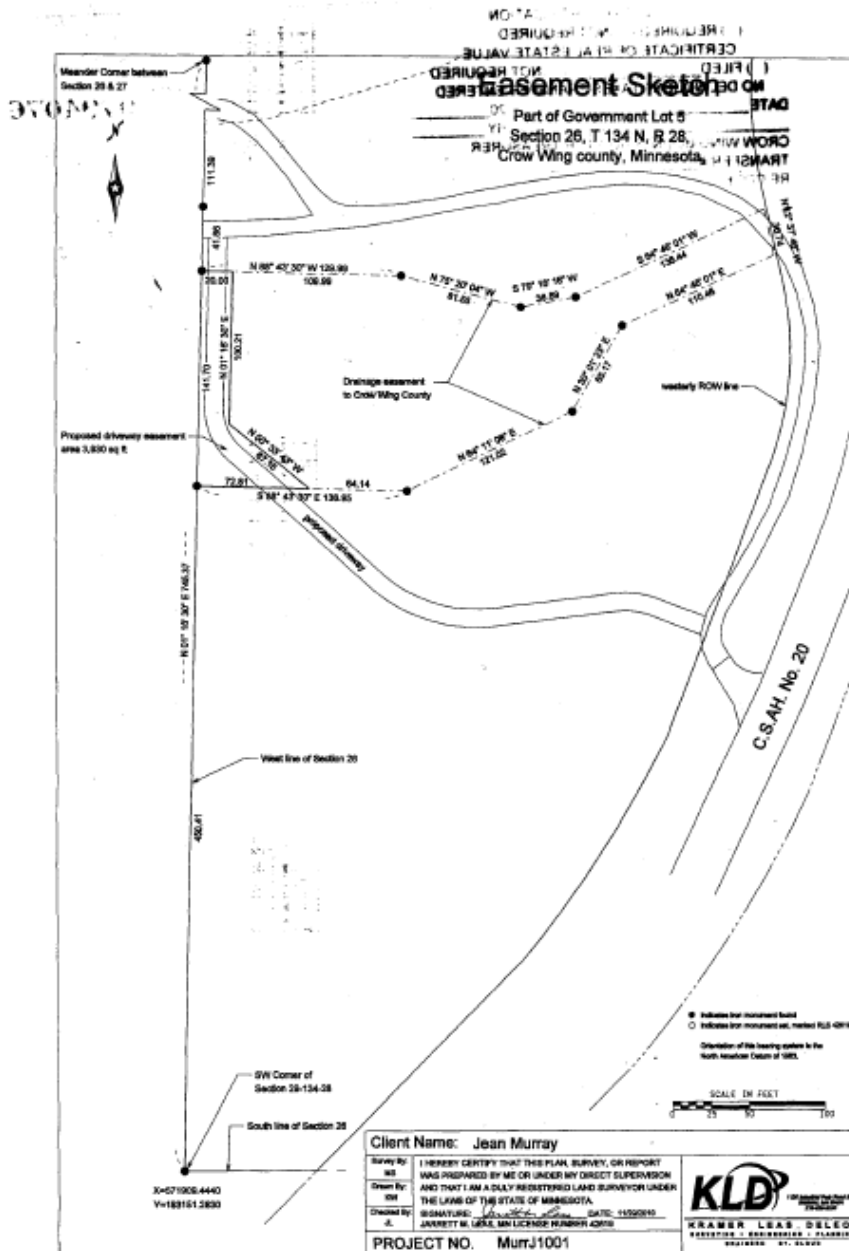
On this 3rd day of March, 2011, before me personally appeared

Jean E. Murray to me known to be the person described in and who
executed the foregoing instrument and acknowledged that she executed the same as her free act
and deed.

Jesse J. Ramsdell
Notary Public

THIS INSTRUMENT DRAFTED BY:
John J. Sausen, Assistant County Attorney
Crow Wing County Attorney's Office
213 Laurel Street, Suite 31
Brainerd, MN 56401
Telephone: 218-824-1025
Attorney Registration No. 95965





99260500

The Land is described as follows:

All that part of Government Lot 5, Section 26, Township 134, Range 28, Crow Wing County, Minnesota, which lies southerly of Lot 1, Block 1, Ahren's Hill and westerly of County State Aid Highway No. 20; EXCEPT That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the East line of the West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 268.97 feet to the point of beginning; thence reversing course South 01 degree 16 minutes 30 seconds West, a distance of 207.91 feet; thence North 64 degrees 11 minutes 01 second East, a distance of 112.32 feet to the intersection with the East line of the West 284.07 feet of said Government Lot 5; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 167 feet, more or less, to the point of beginning;

AND EXCEPT

That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the Southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum 1983, along the West line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the East line of the West 84.07 feet of said Government Lot 5, said point hereinafter referred to as "Point A", thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet to the point of beginning of the tract to be described; thence reversing course South 40 degrees 38 minutes 57 seconds East, a distance of 63.34 feet to the intersection with said East line of the West 84.07 feet of said Government Lot 5; thence South 01 degree 16 minutes 30 seconds West, along said East line, a distance of 245.82 feet to said "Point A", thence South 88 degrees 43 minutes 30 seconds East a distance of 34.30 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the East line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 268.97 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 167 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 82 feet, more or less, to the point of beginning;

AND EXCEPT

That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 398.37 feet to the point of beginning of the tract to be described; thence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the East line of the West 84.07 feet of said Government Lot 5; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 82 feet, more or less, to the shoreline of Gilbert Lake; thence westerly along said shoreline to the intersection with said West line of said Section 26; thence South 01 degree 16 minutes 30 seconds West along said West line, a distance of 364 feet, more or less, to the point of beginning:

AND EXCEPT

That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983; along the Westline of said Section 26, distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the Northeast to the intersection with the East line of the West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence South 01 degree 16 minutes 30 seconds West, along said East line a distance of 10.01 feet to the point of beginning; thence reversing course North 01 degree 16 minutes 30 seconds East along said East line, a distance of 71.06 feet; thence North 64 degrees 11 minutes 01 seconds East, a distance of 112.32 feet to the intersection with the East line of the West 284.07 feet of said Government Lot 5; thence North 01 degree 16 minutes 30 seconds East, along said East line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the southeasterly shoreline of Gilbert Lake; thence northeasterly along said southeasterly shoreline to the intersection with the southerly line of Lot 1, Block 1, Ahren's Hill; thence South 42 degrees 35 minutes 28 seconds East, along said South line, a distance of 56 feet, more or less, to the westerly right-of-way line of County State Aid Highway No. 20; thence southerly along said westerly right-of-way line to the intersection with a line which bears South 75 degrees 32 minutes 46 seconds East from the point of beginning; thence North 75 degrees 32 minutes 46 seconds West, a distance of 144.77 feet, hereinafter referred to as "Line A", to the point of beginning.

99340500

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty four (134), Range Twenty-eight (28), described as follows: Commencing at a point where the west line of said Government Lot 5 intersects the center line of the road known as "Scenic Drive" or "Scenic River Road", thence North 66 degrees 03 minutes East, assumed bearing, along the center line of said "Scenic Drive" or "Scenic River Road", a distance of 423.00 feet, to the point of intersection with the centerline of the County Road known as "McKay Road", thence North 2 degrees 57 minutes West, along the center line of said "McKay Road" a distance of

375.00 feet to the point of beginning, thence continuing North 2 degrees 57 minutes West, along the center line of said "McKay Road", a distance of 125.00 feet, thence South 66 degrees 03 minutes West a distance of 300.00 feet, thence South 2 degrees 57 minutes East a distance of 125.00 feet, thence North 66 degrees 03 minutes East a distance of 300.00 feet to the point of beginning.

AND

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at a point where the west line of said Government Lot 5 intersects the centerline of the road known as "Scenic Drive" or "Scenic River Road", thence North 66 degrees 03 minutes East assumed bearing, along the centerline of said "Scenic Drive" or "Scenic River Road" a distance of 423.00 feet, to the point of intersection with the centerline of the County Road known as "McKay Road", thence North 2 degrees 57 minutes West along the centerline of said "McKay Road" a distance of 250.00 feet to the point of beginning, thence continuing North 2 degrees 57 minutes West, along the centerline of said "McKay Road" a distance of 125.00 feet, thence South 66 degrees 03 minutes West a distance of 300.00 feet, thence South 2 degrees 57 minutes East a distance of 125.00 feet, thence North 66 degrees 03 minutes East a distance of 300.00 feet to the point of beginning.

9934P001

OUTLOT A SCENIC ACRES

99040508

Lot # 31, River Heights

99340607

That part of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota that lies northerly of the northerly right-of-way line of Ashmun Road as described in *Document No. 329595* and easterly of the following described line:

Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the line to be described; thence South 35 degrees 31 minutes 45 seconds West 149.28 feet; thence South 00 degree 05 minutes 58 seconds West 66.96 feet, more or less to said northerly right-of-way line of Ashmun Road and said line there terminating.

99340606

That part of the East 43.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota that lies northerly of the northerly right-of-way line of Ashmun Road as described in *Document No. 329595* and southerly of the following described line:

Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the line to be described; thence South 35 degrees 31 minutes 45 seconds

West 74.18 feet to the west line of the East 43.00 feet thereof and said line there terminating.

99340615

That part of fractional NW1/4 of NE1/4 lying South of the North 525.4 feet of the NW1/4 – NE1/4 and North and East of the following described lines: Beginning at an iron pipe on the East line of the NW1/4 – NE1/4 that is 400 feet North of the Southeast corner thereof then South 89 degrees 27 minutes West 160 feet to a North iron pipe then Northwesterly 188.2 feet more or less in a straight line to the Southeasterly corner of the parcel conveyed to R.E. Simmons, said point being 1616 feet West and South 3 degrees 50 minutes West 918 feet from the Northeast corner of Section 34 then North 3 degrees 0 minutes East 365.09 feet to a point that is 553.84 feet South of the North Line of Section 34 then – West parallel with the North line of Section 34, 410 feet more or less to the waters edge of Gilbert Lake and there ending. Subject to restrictions and easements of record. Section 34, Township 134, Range 28

99340610

The North 100 feet of Government Lot Two (2), except the East 544 feet thereof; and the South 50 feet of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼), except the East 544 thereof, all in Section Thirty-Four (34), Township One Hundred Thirty-Four (134), Range Twenty-Eight (28).

CITY OF BRAINERD POLICY

CONSTRUCTION OF UTILITY IMPROVEMENTS

Pursuant to Petition - Properties Abutting the City

The City of Brainerd will, from time to time, construct municipal utility improvements outside of its corporate boundaries to areas that are abutting the City but haven't been annexed. In general, the City will provide such utilities to property requesting the improvements pursuant to a valid petition with the provision that all of the property benefiting from said improvements will be annexed into the City within one (1) year of the date of the utility petition and further, that upon annexation such property will be appropriately assessed for the costs of constructing such improvements. In addition, the City will require property owners to connect to the utility systems within three (3) years of availability of service provided that the property owner can show proof that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080. In the event the existing private system is, at the time of initial or subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the Brainerd Public Utilities Commission, pursuant to City Code Section 700.05, Subd 5., shall serve upon such owner or occupant ten days' notice in writing specifying the time when such municipal sewer connection or connections must be made and completed. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to municipal utility systems.

Prior to the construction of such utility improvements, the City must conduct a public hearing so that the affected property owners may have an opportunity to speak regarding the proposed project. The hearing, notices and procedures shall conform to the provisions of Minnesota Statutes, Chapter 429. Subsequent to the public hearing, the Council may, by a majority vote of those present, authorize the construction of the project.

Pursuant to Council Action - Properties Not Abutting the City

The City Council may, at its discretion, authorize the construction of utility improvements outside its corporate boundaries and not abutting the City by a majority vote of the Council. In order to pay for such costs, the Council hereby establishes a Water Connection Charge (WCC) and a Sewer Connection Charge (SCC). This charge, as initially set by Council Resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system.

It shall be the policy of the City that developed properties must connect to the municipal utility systems within three (3) years of availability of service provided that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080. In the event the existing private system is, at the time of initial or subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the Brainerd Public Utilities Commission, pursuant to City Code Section 700.05, Subd.5, shall serve upon such owner or occupant ten days' notice in writing specifying the time when such sewer connection or connections must be made and completed. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to a municipal utility system.

The Water Connection Charge (WCC) and Sewer Connection Charge (SCC) set by City Council Resolution will remain in effect until repealed by the Council. Said Resolution may be adjusted periodically by the City Council.

A property owner who receives municipal utilities, must sign an agreement that a petition for annexation into the City for the property will be submitted as soon as practicable, pursuant to the appropriate statute, or risk disconnection of service.

6/2/03

Assessment/Connection Policy - Approved.

10/2/03
MOVED AND SECONDED BY ALDERMEN SCHEELER AND KOEP TO ADOPT THE ASSESSMENT/CONNECTION POLICY AS PRESENTED.

The Chair clarified the policy is for properties abutting municipal utilities and within the City, and for properties abutting municipal utilities and not currently within and/or abutting the City.

Alderman Olson noted the •2/3 vote of the Council• line has been deleted from the policy presented at tonight's meeting. He questioned why this was taken out of the policy as the Charter states utility improvements must be approved by a 2/3 vote of the Council.

City Administrator Vogt stated he has contacted Mr. Dave Kennedy, Kennedy & Bubul, who said the 2/3 majority is not required by Statute and that the City Charter would still need to be followed.

Alderman Fisher made reference to the inspection of septic systems as it refers in the policy to a •failing• system. She questioned if this is for a •failing• or a •non-compliant• system.

City Administrator Vogt noted the wording was taken from the existing Ordinance. The Chair asked if adding •non-compliant• in the wording would be acceptable.

Alderman Koep stated this becomes more burdensome for the property owners.

MOVED BY ALDERMEN FISHER TO AMEND THE WORDING AND ADD •NON-COMPLIANT• TO THE WORDING IN THE POLICY.

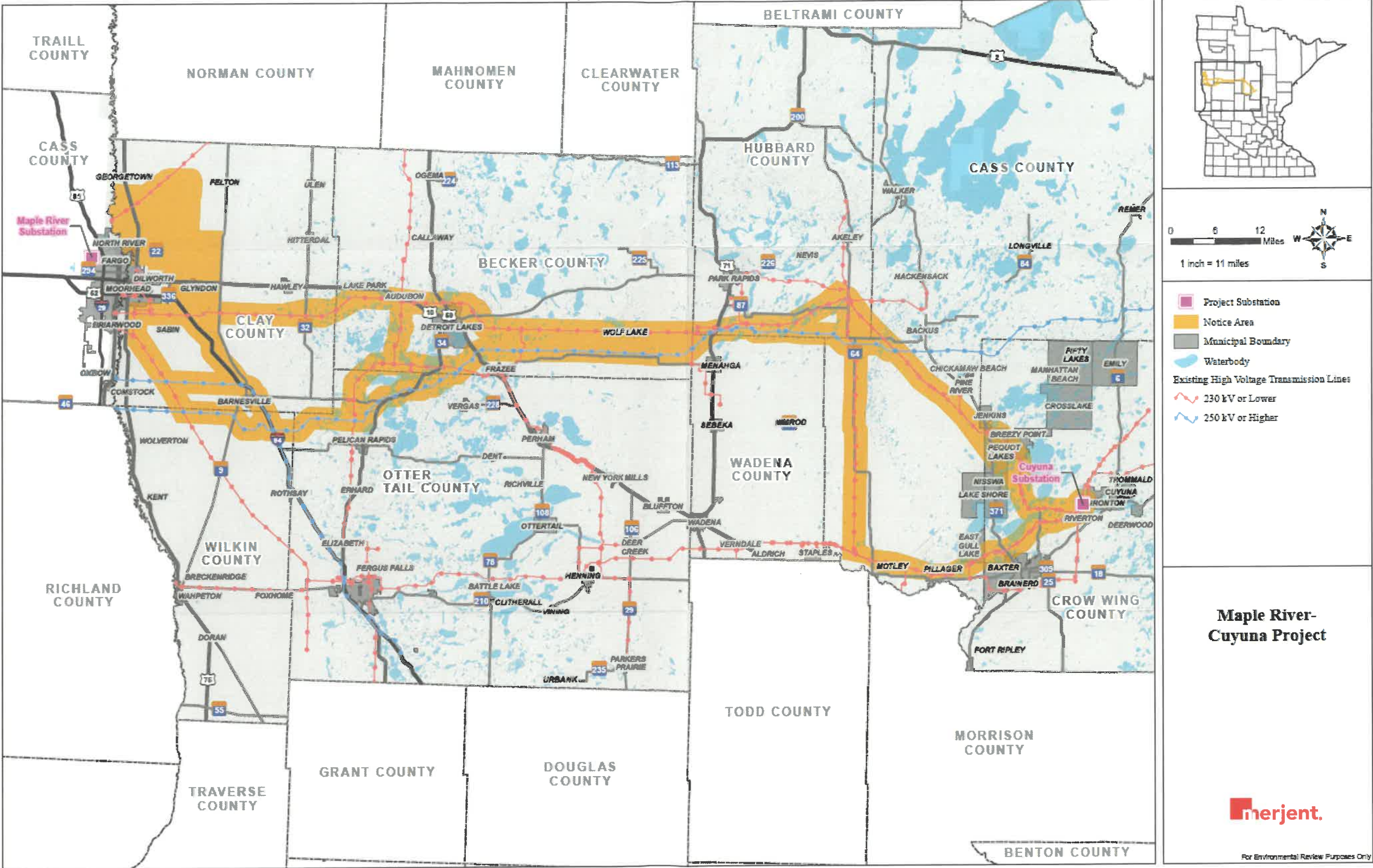
Motion failed for lack of a second.

Alderman Olson reiterated he would not support this policy unless the •2/3 Council vote• is included.

Alderman Olson stated he prepared a draft policy regarding Riverside Drive improvements with the assistance of City Attorney Fitzpatrick.

Members Koep, Nesheim, Scheeler, Bevans, Fisher and Dehen voted •aye•. Member Olson voted •nay•. The Chair declared the motion carried.

Maple River – Cuyuna Notice Area





January 5, 2026

NOTICE OF PROPOSED TRANSMISSION LINE PROJECT

Re: *In the Matter of Application for a Certificate of Need for the Maple River – Cuyuna 345 kV Transmission Project*
Docket No. E015,ET2,E017/CN-25-109

PLEASE TAKE NOTICE that Minnesota Power, Great River Energy, and Otter Tail Power Company (the “Applicants”) are applying to the Minnesota Public Utilities Commission (also “Commission”) for a Certificate of Need for the Maple River – Cuyuna 345 kV Transmission Project (“Project”).

Project Description

The Project consists of construction of a new 345 kV single-circuit transmission line, on double-circuit capable structures, connecting Minnesota Power’s Cuyuna Substation in Crow Wing County to Otter Tail Power Company’s Maple River Substation in Cass County, North Dakota. A map of the Project is provided as **Attachment A**.

Project Need

The Project was studied, reviewed, and approved by the Midcontinent Independent System Operator, Inc. (“MISO”) as part of its Long-Range Transmission Planning (“LRTP”) Tranche 2.1 portfolio of projects included in MISO’s 2024 Transmission Expansion Plan (“MTEP24”). The LRTP Tranche 2.1 portfolio is made up of 24 projects, including Project Number 20, the Maple River – Cuyuna 345 kV Transmission Project. The Project, as part of the LRTP Tranche 2.1 portfolio, is needed to support the reliability of the regional transmission system, particularly in northwestern and central Minnesota and eastern North Dakota; provide additional transmission capacity and regional transfer capability to reliably integrate new renewable generation; meet growing electrical demand, enhance resiliency during extreme weather events, and enable cost-effective regional energy transfers supporting economical grid operations.

Regulatory Review Process

Before the Applicants can construct the Project, the Minnesota Public Utilities Commission (“Commission”) must determine whether the Project is needed (Certificate of Need) and if so, will determine the route along which the Project will be built (Route Permit).

The Certificate of Need process is governed by Minnesota Law, including Minnesota Statutes section 216B.243, and Minnesota Rules Chapter 7849, specifically Rules parts 7849.0010 to 7849.0400 and 7849.1000 to 7849.2100. A copy of the Certificate of Need application, once submitted, can be obtained by visiting the Commission’s website at www.mn.gov/puc/ in Docket No. E015,ET2,E017/CN-25-109.

In addition to certifying the need for the Project, the Commission must also grant a Route Permit for the Project before it may be constructed. The routing of the Project is also governed by Minnesota Law, including Minnesota Statutes Chapter 216I. A copy of the Route Permit application, once submitted, can be obtained by visiting the Commission's website in Docket No. E015,ET2,E017/TL-25-110. The Applicants will be submitting an application for Route Permit with a proposed route for the new 345 kV transmission line. Other routes can be proposed to be evaluated during the Route Permit proceeding. Routes that have been shown at public meetings are preliminary and subject to change.

The Commission will not make its determinations on the Certificate of Need or Route Permit until it has completed a thorough review process that encourages public involvement and analyzes the impacts of the Project and various route alternatives. The Commission will complete an Environmental Report ("ER") for the Certificate of Need and an Environmental Impact Statement ("EIS") or an Environmental Assessment ("EA") for the Route Permit.¹ However, should the Commission choose to use a joint proceeding for the Certificate of Need and Route Permit, any ER requirements will be incorporated into the EIS or EA and the EIS or ER will be the sole environmental review document prepared for the Project.

The Commission will review all of the data from the public process and will decide if the Project is needed and if it is needed, which route should be approved. Selection of a final route by the Commission will be based on an evaluation of the routes guided by the actors identified in Minnesota Statutes section 216I, subd. 11, and stakeholder input received during the regulatory process.

The table below provides a high-level summary of the major steps in the regulatory process.

Summary of Certificate of Need Regulatory Schedule

Action	Approximate Date
Pre-application study and public meeting and stakeholder outreach	2 nd and 4 th Quarters 2025
Certificate of Need Application submitted to Commission	February 2026
Public Information and Scoping Meetings (public meeting and comment)	2 nd Quarter 2026
ER Issued ²	3 rd Quarter 2026
Public Hearings (public meeting and comment period)	4 th Quarter 2026
Commission Decision	1 st Quarter 2027

¹ Whether an EIS or an EA will be prepared for the Route Permit process will depend on the route proposed for the Project.

² If the Certificate of Need and Route Permit applications are processed jointly by the Commission, an EIS or EA will be prepared as the environmental document for the Project.

Right-of-Way for the Project

Before beginning construction, the Applicants will acquire property rights for the right-of-way, typically through an easement that will be negotiated with the landowner for each parcel. The Applicants anticipate acquiring easements with a minimum right-of-way of approximately 150-feet wide for the 345 kV transmission line. Where these transmission lines parallel existing lines, less new right-of-way may be required because the new transmission line may share a portion of the existing right-of-way.

Proposed Structures for the Project

The specific type and size of structures to be used will depend on the route identified in this process along with land use/land cover, topography, water/wetlands and soil types. The current structure design is anticipated to be 120- to 180-foot-high single pole weathering steel structures with arms on both sides of the structure. For this type of structure, the Applicants anticipate having five to eight structures for each mile of the line.

Additional Information and Mailing Lists

To subscribe to the Project's Certificate of Need docket and to receive email notifications when information is filed in that docket, please visit www.mn.gov/puc/ and click on "eDockets," then click on "Go to eDockets," and then click on "Sign In" in the top right corner. Then, click on "Subscriptions" and "Create a Subscription." In the "Docket #" box, type 25-109 and click "Create." These same steps can be followed to subscribe to the Project's Route Permit Docket No. E015,ET2,E017/TL-25-110.

If you would like to have your name added to the Certificate of Need proceeding mailing list (Docket No. E015,ET2,E017/CN-25-109), you may register by contacting Robin Benson at Minnesota Public Utilities Commission, 121 7th Place E., Suite 350, St. Paul, MN 55101-2147, Fax: 651-297-7073 or robin.benson@state.mn.us. Please be sure to note: 1) how you would like to receive notices (regular mail or email) and 2) your complete mailing or email address.

A separate mailing list is maintained for the Route Permit proceeding (E015,ET2,E017/TL-25-110). To be placed on the Project Route Permit mailing list, you may register by contacting the public advisor in the consumer affairs office at the Commission at consumer.puc@state.mn.us, or (651) 296-0406 or 1-800-657-3782. Please be sure to note: 1) how you would like to receive notices (regular mail or email) and 2) your complete mailing or email address.

If you have any questions about the state regulatory process, you may contact the Minnesota state regulatory staff listed below:

Minnesota Public Utilities Commission

Energy Infrastructure Permitting Staff

Jacques Harvieux

121 7th Place East, Suite 350

St. Paul, Minnesota 55101

651-201-2233

1-800-657-3782

Jacques.harvieux@state.mn.us

Website: www.mn.gov/puc/

Please visit the Project website at: mrctransmissionproject.com for more information.

Project phone and e-mail addresses are:

- 1-888-419-5670
- connect@mrctransmissionproject.com

Transmission Planning Process in Minnesota

Minnesota Statutes § 216B.2425, subd. 2 requires that each electric transmission-owning utility in the state file a biennial transmission planning report with the Commission in the fall of each odd-numbered year. These reports provide information on the transmission planning process used by the utilities in the state of Minnesota and information about other transmission line projects. The 2025 Biennial Transmission Projects Report is available at: www.minnelectrans.com. The 2025 Biennial Transmission Projects Report was submitted on October 31, 2025.

Sincerely,

/s/ Drew Janke

Drew Janke

Minnesota Power

Senior Environmental Compliance

Specialist

/s/ Owen Henriksen

Owen Henriksen

Great River Energy

Transmission Strategy Specialist

/s/ Craig Steingaard

Craig Steingaard

Otter Tail Power Company

Transmission Project Developer