



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, February 2, 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: 2491 029 2222

Personnel and Finance Committee: no items for committee consideration

Safety and Public Works Committee held: Council Chambers at 6:45 PM

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

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

1. **Call To Order**

2. **Roll Call**

___T. Erickson ___K. Bevans ___J. Czeczok ___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. **Temporary Liquor License- Lakes Area Habitat for Humanity**

E. **Temporary Liquor License - Sports Boosters**

F. **Event Application- Annual CLC 5k**

G. **Annual Review and Approval of Investment Policy**

6. **Public Forum**

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

7. **Presentations**

8. **Council Committee Reports**

A. **Safety & Public Works Committee**

1. Proud FFA Community Signs
2. CSAH 48/Cora Street Stormwater Discussion
3. Design Services Contract and Selection of a General Contractor for Fire Station Renovation Project
4. Solicitation - Pool Engineering Services Letters of Interest (LOI) and Statement of Qualifications (SOQ)
5. Oversizing and Extension of Watermain Infrastructure and the Oversizing of the Sanitary Sewer Lift Station and Mains - Voyageur Heights Apartments

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. **Development Agreement - Voyageur Heights**

C. **Ordinance 1596 - Rezoning, Final Plat, and Planned Unit Development Final Plan - Voyageur Heights**

D. **Gustafson Park Development**

E. Data Request Results - Crow Wing County Point in Time

10. New Business

11. Staff Reports

(Verbal: Any Updates since Packet)

12. Mayor's Report

13. Council Member Reports

14. Adjourn

A. Adjourn to Closed Session Pursuant to MN Statute 13D.05, subd. 2b for Preliminary Consideration of Allegations or Charges Against an Employee

15. Council Communications

A. Immigration Enforcement- PD

B. Charter Commission Update

C. Initiative Foundation Letter

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA REMOVING THE JANUARY 5TH MINUTES FROM THE CONSENT CALENDAR.

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

Approval of Bills

Approved as on file in the Administrator's Office.

Department Activity Reports

Approved reports as presented.

Resolution- Adopting 4th Quarter Donations

Adopted Resolution 06:26 Accepting 4th Quarter 2025 Donations

MN Lawful Gambling Application- Exempt Permit – CLC

Approved 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

MN Lawful Gambling Application - Exempt Bingo - Knights of Columbus

Approved 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

MN Lawful Gambling Application- Exempt Permit - YMCA

Approved 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

2026 Transfers

Approved Transfers as presented.

Resignation - Paid on-call Firefighter Tyler Ogren

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

Reclassify - Police Intern Wyatt Andres to Community Service Officer

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

Hiring - Police Records Management Technician Brandi Westom

Ratified 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).

Hiring - Community Service Officers Caleb Wahlstrom and Kieran Groetsch

Ratified 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.

Hiring - Temporary Transit Operations Assistant Amy Christensen

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

Police Department Involvement in Landlord - Tenant Matters

Information only.

Sale of Fire Apparatus

Approved 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.

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.

Approval of Minutes

Member Czczok asked staff to clarify in an email the minutes in regard to the scope of the data that is being requested by the City Council. He clarified that the Council is asking for when the data was submitted and what data was submitted to the organization that the County submits the data to not the 2025 point in time data.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND YEAGER, DULY CARRIED, TO APPROVE JANUARY 5, 2026, COUNCIL MINUTES WITH CLARIFICATIONS OF THE SCOPE OF THE CROW WING COUNTY DATA REQUEST.

Public Forum

The Chair opened the public forum at 7:32 p.m.

Logan Klisch, 824 N St, spoke against developing Gustafson Park. He created an online petition, has researched homes for sale in the area of Gustafson, and believes that quality housing is the focus of housing, not quantity.

Susan Beaulieu, 1324 8th Ave NE, stated that she lives one block from Gustafson. Her family regularly uses the park for unorganized activities and as a gathering space. Our nation is in a time that our communities need to come together to gather. Gustafson Park is the perfect place to gather. Her children Asher and Lydia also expressed their love for Gustafson Park and the many activities that their family does in the park. They asked the Council not to develop Gustafson Park.

The chair closed the public forum at 7:38 p.m.

Member Czczok asked about liability to having citizens mow the park.

Attorney Langel stated that there are liability issues with having citizens mow the park. There are ways to reduce the liability if the Council wanted to do so.

Presentations

YMCA Request to Fund Community Pool at the New Brainerd YMCA

Shane Riffle, CEO Brainerd YMCA, gave a presentation regarding the building of a new aquatic center in the City of Brainerd with the support of the City. He stated that the YMCA is asking for \$4 million in support from the City of Brainerd and that the YMCA is exploring affordable options for the citizens of Brainerd to utilize the pool as a benefit to their contribution.

Member Yeager asked whether the City of Brainerd makes up 100% of the municipal ask.

Member Czczok stated that he heard Mr. Riffle say there may be a possibility of another government entity contribution. He asked which entity that may be. He also stated that Mr. Riffle indicated a \$50 million economic impact. He questioned whether this would be an impact for the City of Brainerd or an impact for Crow Wing County.

Mr. Riffle stated that the City is 100% of the municipal ask. He stated that Sourcewell may be another potential government contributor depending on the result of a strategic plan for a family resource center. He also stated that the economic impact is estimated for the Brainerd Lakes Area and Crow Wing County.

Member Czeczok stated that for transparency he wanted to state that it seems the City of Brainerd is always carrying the ball for the rest of the area municipalities. He questioned how the residents of Northeast will benefit specifically from supporting this project. He also asked about current programming for youth and adults.

Mr. Riffle stated that YMCA's partnering with a municipality to build a city pool is quite common. Baker Tilly will have recommendations on how a partnership would work. The YMCA is developing a list of ways Brainerd residents could utilize the amenities. He also pointed to Camp Vanasek in Baxter, how the City of Baxter is supporting the YMCA with that property. He gave an overview of the programming. He stated that the YMCA has a focus on the young teenage age group. An emerging population is the senior population.

Chair O'Day stated that his concern is the benefit to Brainerd residents if they made a large donation. He is encouraged that there are already ideas floating for such a big ask. He has questions about how it will be funded.

Finance Director Hillman stated that the City will most likely need to bond for the contribution. If the Council would like to move forward, the next step would be to work with Baker Tilly to find out the options.

Member Bevans questioned whether Baker Tilly would charge the City to develop a plan.

Finance Director Hillman stated that she believes that the City will only incur fees when issuing debt. She will check with Baker Tilly to see if there is a cost.

Member Czeczok stated he cannot support bonding this significant of an amount for a private entity when the City already has a hard time covering City actions.

Member Yeager stated that he supports the motion as long as there is no cost to do the bonding study.

Member Johnson stated that he supports the motion as he does not see this as a private entity like Target. This is an organization that provides a lot of benefit for our community. They are trying to build for another generation and provide benefits for our community. It is the City investing in itself and our community. His kids are YMCA kids, and he has coached several teams, so he may be a little biased, but he believes the organization provides a lot to this community. Being able to provide more access to facilities for families is a lot different than other private entities. The City has put money into other non-profit organizations that are not providing a return benefit to our citizens, so for that reason, he supports exploring funding for the YMCA.

Member Czeczok questioned how the YMCA, Young Men's Christian Association, demonstrates its Christian values.

Mr. Riffle gave examples of how the organization demonstrates its Christian values.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO DIRECT STAFF TO WORK WITH BAKER TILLY TO FIND FUNDING OPTIONS TO BUILD COMMUNITY POOL AT THE NEW YMCA FACILITY.

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

Chair O'Day stated he would be interested in seeing if there are cities of similar size in Minnesota that have contributed to a YMCA similarly.

Council Committee Reports

Personnel and Finance Committee

Advertise Request for Proposal - SAHA Funds

Committee Chair Johnson stated that this has been done the last couple of years. There is a balance of \$74,605, and there will be another disbursement in 2026. The City will go out for proposals to see if there are organizations that could use assistance in providing housing in the City.

Member Czeczok asked for clarification on the wording about the housing trust fund. His assumption is that the County has the Housing Trust Fund, and how does this apply if the HRA manages the fund.

Administrator Broyles stated that Finance Director Hillman found information in December of 2023. Staff is working on the information and can return.

Finance Director Hillman read the use of aid outlined by MnDOR. Staff are clarifying whether Crow Wing County's trust fund qualifies as the local fund.

Member Johnson stated that this has nothing to do with the Housing Trust Fund. The use states that if you have left over funds they could be transferred to a local trust fund. Maybe the Crow Wing County Fund qualifies, maybe it doesn't, but the City has never had to look into whether or not it does as we have always paid the money to a qualifying project. If the City funds another project this year, it will not need to go to the trust fund.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO ADVERTISE FOR PROPOSALS FOR AVAILABLE SAHA FUNDS WITH A FEBRUARY 20TH SUBMITTAL DEADLINE.

Proposal - City Code Codification Services

Committee Chair Johnson stated that he does not support the motion. He has not had anyone give him a clear enough reason as to why the City should spend money on codification services.

Community Development Director Kramvik stated that codification through ALP would be consistent with other municipalities and would be easier for developers to access. The current City Code cross references old code and State Statute, doesn't integrate our zoning code well, and would provide better optimization.

Administrator Broyles stated this will highlight inconsistencies within the code, inconsistencies with State Statute, and can be updated automatically. He thinks this is a giant leap forward in professionalizing our code.

Member Czeczok stated that he hopes this is accessible for screen readers. He hopes it will be ADA accessible because it's the law.

Administrator Broyles stated that ALP has stated that the program is ADA accessible.

Chair O'Day stated that this has been budgeted, if it makes it more clear for developers to come in and do their research easily to develop in the City he's all for it.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO AUTHORIZE STAFF TO ENTER INTO AGREEMENT WITH AMERICAN LEGAL PUBLISHING FOR CODIFICATION SERVICES NOT TO EXCEED \$30,000.

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

Franchise Fees - Electric and Gas

Committee Chair Johnson stated that he does not support the motion due to the City already working on the PILOT with the Utility and he'd hate to muddy the waters and he does not like franchise fees.

Member Bevans stated that he spoke in favor of the motion in committee. He thinks that if the City is considering franchise fees it is best to let the Utility know now. He does not oppose the idea everyone benefits from a road project, not just property owners. This motion does not enact the franchise fee. The motion is to bring a model back to Council to illustrate how the fees would work.

Member O'Day stated that there are a lot of details to learn before a franchise fee is enacted.

Member Czczok stated that the utility does not assess anyone for an improvement project. He is trying to understand why its important to inform them that the City is looking at franchise fees.

Member Bevans stated that it would just be for transparency. He would hate to have them do a rate study without knowing that the Council is considering franchise fees.

Mayor Badeaux stated that franchise fees are ridiculous. These fees are simply taxation without representation. When the City raises taxes, citizens should be able to come and look the City Council in the eye and tell them that taxes are too high. He staunchly opposes franchise fees and will continue to staunchly oppose every time they come up.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO CONTINUE FURTHER DEVELOPMENT OF A FRANCHISE FEE STRUCTURE AND BEGIN ENGAGEMENT DISCUSSIONS WITH THE UTILITIES AND CRAFTING A FRAMEWORK FOR A POLICY.

Council Members Erickson, Bevans, and O'Day voted "aye". Members Czczok, Johnson, and Yeager voted "nay". Due to a tie, Mayor Badeaux voted "nay". The Chair declared the motion failed.

Safety and Public Works Committee

Cooperative Construction Agreement - TH 210/Washington Street Reconstruction Project

Committee Chair Erickson gave an overview of the agreement.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE THE COOPERATIVE CONSTRUCTION AGREEMENT FOR THE TH 210/ WASHINGTON STREET RECONSTRUCTION PROJECT.

RESOLUTION 07:26

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.

Construction Observation Proposals - TH 210/Washington Street Reconstruction Project

Committee Chair Erickson gave an overview of the observation contract.

Member Johnson stated that he was happy to see how close the proposals were, it must be an accurate cost proposal.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD THE CONSTRUCTION OBSERVATION CONTRACT FOR THE TH 210/WASHINGTON RECONSTRUCTION PROJECT TO SEH IN THE AMOUNT OF \$268,000.

Final Pay Request - Improvement 24-08 - M Street Outfall Repair Project

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE FINAL PAY REQUEST FOR IMPROVEMENT 24-08 IN THE AMOUNT OF \$18,170.95.

Pool Engineering Services Letters of Interest (LOI) and Statement of Qualifications (SOQ)

Committee Chair Erickson gave an overview of the engineering services pool.

Public Utilities Director Sandy stated that firms selected through this process will enter into a City-prepared Master Services Agreement and be placed on the on-call roster for a term, 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. This process would eliminate asking for qualifications and allow the City to be in the driver's seat in entering into agreements. The comments from SPW were to make the pool timeline of 2 years and to limit the amount of the contract cap for which the City would utilize the pool. This item will go to Park Board as well as Public Utilities Commission for their comments.

City Engineer Dehn stated that the estimated engineering services for the upcoming Southeast Brainerd project is about \$430,000. He suggested \$500,000 as a potential cap.

Member Yeager confirmed that a cap is preferable. Knowing the typical amount for our projects, the \$500,000 sounds appropriate.

Member Johnson stated he supports a threshold. This idea sounds efficient. He asked how a new engineering firm could be added to the pool during the 2-year period or the term of the LOI.

Public Utilities Director Sandy stated that there are a variety of ways the City could allow for a firm to be added to the pool. A traditional pool wouldn't allow for applicants outside of the submission time. Having a shorter timeline as the committee suggested two years wouldn't be a major barrier. The pool structure allows for trusted consultants with experience and may prevent contracts with firms that are making a race to the bottom that are just trying to get their foot in the door and then request change orders.

Unfinished Business

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 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

Call for Public Hearing – Orderly Annexation of Riverside Drive

Community Development Director Kramvik gave an overview of the process. The proposed agreement has been reviewed by both the attorneys of the City and Crow Wing County. Crow Wing County will consider the agreement once the City of Brainerd agrees to the terms.

Chair O'Day asked how this is not forced annexation.

Community Development Director Kramvik stated that the agreement is between the City and County and provides for annexation but does not force a connection. A judge would review the agreement and review future resolutions for annexation. City and County staff have been working closely.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO CALL FOR A PUBLIC HEARING ON FEBRUARY 17TH IN THE CITY COUNCIL CHAMBERS AT 7:30 P.M.

Staff Reports

Community Development Director Kramvik stated that Dunmire's annexation request was denied by a municipal boundary judge. Staff is working on an orderly annexation agreement with Oak Lawn Township as the judge recommended. Central Minnesota Dermatology has begun the process to purchase industrial park properties for \$1/per acre. The EDA will review their purchase and development agreement at an upcoming meeting.

Attorney Langel wished HR Director Schubert the best in her retirement and stated that it was a pleasure working with her.

Public Utilities Director Sandy gave an overview of the upcoming Public Utilities Commission meeting agenda.

Administrator Broyles recognized HR Director Schubert for her 37 years of service to the City of Brainerd. He wished her happiness in her retirement.

Mayor's Report

Mayor Badeaux thanked HR Director Schubert for her service to the City. He will wish her a better farewell at her retirement celebration. He asked for an update on Eight05 Laurel. He has gotten tagged on Facebook wondering about the site.

HRA Director Charpentier stated that the developer is still entertaining the development. They still do not have the funding for the gap that they need for development. There have been no further timeline discussions. He will reach out to them again. He typically reaches out every couple of months. The Crow Wing County HRA designated loan dollars in 2025 from the trust fund. Since there has been no movement, the CWC HRA Board rescinded the loan funds due to the timeline. They will still be allowed to apply for funding in the future.

Mayor Badeaux stated that he no longer supports the project as it is a key location in the City. He would like to see another developer take a crack at this site and get something done.

Council Member Reports

Member Czczok thanked Chief Davis for the professional information regarding trespass and controlled entries. He thanked HR Director Schubert for her service. He will be attending the Charter Commission meeting and the Public Utilities Commission meeting. He advised everyone to be careful out there as there is a lot of ice out there.

Member Yeager stated that Airport Commissioners had concerns with the employment agreement with the new director. The Commission will be holding a special meeting to confirm Jennifer Roach to her position. He is excited to get her to a City Council meeting to introduce her. He also stated that early morning flights will resume in March. He thanked HR Director Schubert for her help with the employee agreement for Ms. Roach and wished her the best.

Member Bevans wished HR Director Schubert a happy retirement. He stated that the Northside Neighborhood Association meeting is on the 22nd, the Charter Commission meeting is on the 21st, and the Library Board is meeting directly after.

Member Erickson stated that the Planning Commission meeting is on the 21st and Region 5 is on the 22nd. He thanked HR Director Schubert for her service.

Member Johnson thanked HR Director Schubert for her kindness and patience and thanked her for her service.

Chair O'Day thanked HR Director Schubert for her service and keeping the Council in line.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO ADJOURN THE MEETING TO HR DIRECTOR SCHUBERTS RETIREMENT CELEBRATION ON FRIDAY, JANUARY 23RD IN THE COUNCIL CHAMBERS.

The Chair adjourned the meeting at 8:55 p.m.

Nicholas W. Broyles
City Administrator



Brainerd Fire Department Monthly Report

January 2026



We started 2026 off by "Pushing in" our newest fire truck, Tender 25. Tender 25 is a 2000-gallon water tender with a 1500 GPM pump. Tender 25 replaces Tender 4 that was nearly 22 years old. Pushing in the truck dates back to the times when they had to disconnect the horses and push the equipment back into the bays.

Approximately 100 current and retired firefighters, along with their guests, attended the fire department annual dinner honoring our dedicated firefighters.

We recognized 3 firefighters that retired in 2025; Dennis Howard, LaWayne Mann, and Cory Zeien. Each were presented with a Retirement Axe from the Relief Association and a Tower Award from the city.



We also recognized and welcomed four new members who officially joined the department on January 1, 2026: Tyler Borg, Garret Davis, Tanner Miles, and Keaton Walkowiak.



Brainerd Fire Department Monthly Report

January 2026



Firefighter Rick Lee was named 2025 Brainerd Firefighter of the Year. Firefighter Lee exemplifies passion, commitment, and a rising leadership presence within our department. Beyond his own excellence, he is deeply invested in the growth of our new firefighters.

Over the past year, he has embraced the role of Field Training Officer with unmatched professionalism, ensuring our newest firefighters are equipped with the foundational skills and confidence required for a distinguished career in the fire service.

Training remains a top priority throughout 2026. This year, we are facilitating quarterly Technical Rope Rescue training with our regional public safety partners. Our first-quarter curriculum focused on core fundamentals to ensure all firefighters achieved a standardized baseline of proficiency.



Beyond specialized rescue drills, January training focused on enhancing operational longevity and safety. Key areas of instruction included Firefighter Rehab protocols, physical fitness conditioning, and apparatus familiarization to ensure seamless equipment deployment and personnel wellness.



Brainerd Fire Department Monthly Report

January 2026

INSPECTIONS	
Fire Alarm	30
Fire Pump	3
Hood Suppression	22
Commercial Kitchen Exhaust	19
Special Suppression	1
5 Year Sprinkler	1
Sprinkler System	20

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	5
Rescue & Emergency Medical Service	12
Hazardous Condition	14
Service Calls (Includes Alarm Checks)	2
Good Intent Call	3
Alarm Activation	19
TOTAL	55
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	3
Rescue & Emergency Medical Service	5
Hazardous Condition	6
Service Calls (Includes Alarm Checks)	1
Good Intent Call	1
Alarm Activation	13
TOTAL	29



RECREATION REPORT

- Ice Skate Party – February 7
- Overseeing warming houses (staff scheduling & updates)
- Adult Pond Hockey is underway on Tuesday nights
- Youth Pond Hockey has started (Monday practices & Thursday games)
- Skate sharpening at all warming houses
- Smooch-a-Pooch booth at Buster Dog Park – February 10–16

PARKS MAINTENANCE REPORT

- Flooding daily and/or downtown snow removal
- Cleared rinks, trails, sidewalks, and pedestrian crosswalks
- Changed cutting edges on snow equipment
- Garbage runs
- Cleared snow at shop
- Changed out AED pads and batteries
- Finish painting skate helpers and distribute
- Fixed salt spreader
- Making keys and getting blanks for rink attendants
- Ordered cold weather safety gear
- Pick up another pallet of salt for downtown
- Purchasing small tools for shop
- Fixed sewer issue and mopped and sanitized flooded warming house
- Fixed appliance for concessions
- Finished annual performance reviews
- Washed all vehicles and cleaned shop
- Repairing ice edging machine (new motor)
- Replaced whole clutch in field groomer
- Remove downtown Christmas decor



STREETS AND SEWER

- Plow and sand city streets, alleys, and parking lots
- Maintain plowing equipment
- Clear trees from JC's, Gregory, and Rotary parks
- Trim trees in city boulevards
- Respond to sanitary sewer calls
- Clear streets around elementary schools

TRANSIT

Ridership Growth:

- December 2025 total ridership was 3,613: 75% of those being Brainerd trips.
- December 2025 ridership was 18% higher than December 2024.
- December 2025 ridership was 34% higher than December 2023, representing an average annual growth of approximately 15% per year.
- 64 new rider profiles created in December 2025
- 67 riders took their 1st trip with us in December 2025
- Some routes, particularly in the P.M. , are reaching capacity, resulting in occasional ride denials.
- In 2025, We provided 40,704 trips for riders going to work, school, medical visits, grocery stores, home, and more. A 12% increase from last year, which was 36,225.

Scheduling & Technology:

- 95 % On-time performance with MNDOT target goal set at 90%
- New software, Spare, continues to optimize scheduling, helping increase and group ridership and improve accessibility.
 - 285 downloads between August and November
- The Spare rider app has grown steadily with December being an all-time high; 24% of trips booked through mobile app, allowing riders greater independence.
- 98% positive rider reviews through the mobile app



Training Update:

- Attended AWIR/Right to Know/BBP

Contractor Performance:

- Ongoing collaboration with Blue Sky to address performance items, including customer service improvements.

Community Focus:

- Meeting with Brainerd for All Ages Transportation Subgroup to discuss transportation barriers and how to connect our community.
- Attended 2026 AARP Community Challenge Webinar and Q1 2026 Regional Transit Meeting



HR DIRECTOR REPORT

In this report:

- One Big Beautiful Bill
- Charter Work Group
- Personnel
- Wellness Committee
- Airport Pay Equity Report

One Big Beautiful Bill

The HR and Finance teams recently met to finalize the plan for providing employees with information regarding the One Big Beautiful Bill (OB BB) for the 2025 tax season. We are still awaiting final guidance from the federal government regarding implementation. We will be providing employees with the Government Finance Officers Association (GFOA) Frequently Asked Questions flyer with all W-2 forms to ensure employees have the opportunity to review and understand this new law prior to completing their 2025 tax filings. Please note that any questions related to this bill should be directed to an employee's tax preparer, as staff are unable to provide tax guidance or recommendations.

Charter Work Group

Following the December 17th Charter Commission/ Public Utilities Commission meeting, staff were directed to remove the Public Works Commission and consolidate its responsibilities under the Public Utilities Commission. The Charter Commission/ Public Utilities Commission reconvened on January 21, 2026, and requested seven days to review the proposed changes and provide City Administrator Broyles with any additional recommendations. After this review period, staff will update the documents accordingly and the next meeting is tentatively scheduled for February 12, 2026, to discuss the recommended revisions. We appreciate the dedication and collaborative efforts of all members as we work towards improving our Charter and organizational structure.

Personnel

New Hires/Promotions for City/HRA/Airport:

Caleb Wahlstrom - Community Service Officer (01/20)

Kieran Groetsch - Community Service Officer (01/20)

Brandi Westom - Police Records Management Tech (01/21)

Brittney Kummet - HR Director (01/26)

Farewell to:

Tyler Ogren - Paid on-call Firefighter (01/09)

Kristy Schubert - HR Director (01/23)

Current Job Opportunities:

HRA Operations Administrative Specialist - Open until filled.

Engineering Intern - Open until filled.

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

Wellness Committee

The Wellness Committee hosted a Lunch & Learn session on January 15th. During this event, Bill from Integrity Benefits provided an in-depth overview of the Paid Family and Medical Leave (PFML) process and expanded on the information shared during our open enrollment presentation last November. Employees had the opportunity to ask questions, which were addressed for the benefit of all attendees. We were pleased with the strong turnout and greatly appreciate Bill's time in delivering this valuable session to our team.

During the month of January employees will be competing in the reTHINK Your Drink challenge. This challenge encourages the consumption of water for all. Good luck to all City employees competing!

Airport Pay Equity Report

The HR Department has been assisting the Airport with filing their pay equity report. At the January 26th Special Commission meeting the report information was approved for submission. HR Staff submitted the report on January 27th and confirmation that the Airport is in compliance has been received!



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Temporary Liquor License- Lakes Area Habitat for Humanity

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 Temporary Liquor License applications due to the new item format

RECOMMENDED ACTION/MOTION

Motion to approve Temporary Liquor License Submitted by Lakes Area Habitat for Humanity for an Event to be held on April 10, 2026 at 602 S 5th St

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Temporary Liquor License - Sports Boosters

AGENDA:

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 Temporary Liquor License applications due to the new item format

RECOMMENDED ACTION/MOTION

Motion to Approve Temporary Liquor License Submitted by Brainerd Area Hockey Association for an Event to be held on _____, 2026, at 502 Jackson Street

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Event Application- Annual CLC 5k

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

FINANCIAL IMPACT



STREET/PARKING LOT EVENT CLOSURE APPLICATION

Date of Application: 1/28/20

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

Type of Event:

- ☐ Event- City Parking Lot
☒ Event with Street Closure

Name of Event:

Organizer Information

Organization Name	Central Lakes College
Organization Address	501 West College Dr.
Event Contact Person	Joshua Carter
Event Contact Phone	1-218-851-3008
Event Contact Email	Joshua.Carter@clcmn.edu
Contact (Day of)	Joshua Carter 1-218-851-3008
For Profit/Nonprofit Status	Nonprofit

Event Information

Description of Activities

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

This event will be a Run Walk event. It will start At Central Lakes College Parking lot By door 4. The runners will loop around the college and go out onto College Dr. down the hill to the Bridge over the Mississippi crossing under the bridge and continuing up on the walking path to near the high rise and returning on the same route. Finishing in the South Lot at Central Lakes College By Door 24.

Event Details:

Event Date	Start Time	End Time	Event Location(s)
04/25/2026	08:45 am	11:00 am	Central Lakes College.

City Locations/Facilities

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

Sit Information

Electrical Usage ☐ YES ☒ NO

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

Amplified Sound ☐ YES ☒ NO

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

Restrooms ☐ YES ☒ NO

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

Company contracted for restrooms: N/A

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

Signs/Banners/Posters/Flyers ☒ YES ☐ NO

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

Trash Receptacle Disposal ☐ YES ☒ NO

Company contracted for trash receptacle disposal: N/A

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

Street Closure Request Information

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

Requesting Road closure for all of Mississippi Parkway. One lane closure on College Dr. from NW 4th to East River Rd. I have met with Officer Runde about the run details and he is framilliar with the plan.

Date and Time for beginning of street closure: April 25, 2026 08:45

Date and Time for reopening of streets: April 25, 2026 11:00 am

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

Not applicable

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Signature of Applicant

Joshua Carter Director of St

Print Name

Event Application Approval

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

City Administrator

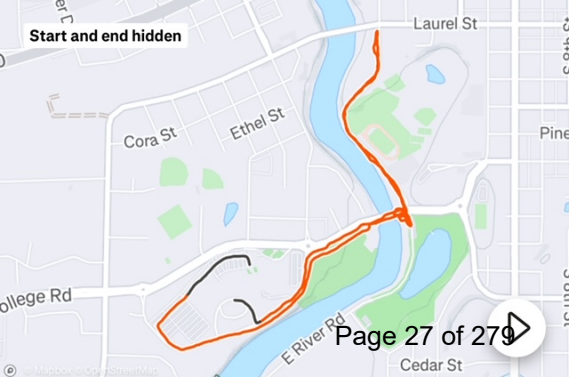
Date

Approval Conditions:

Coordinate closures with the Police Department.

Provide Certificate of Insurance to City- tgage@ci.brainerd.mn.us

Start and end hidden



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City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Annual Review and Approval of Investment Policy

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

Per the City's investment policy, it is to be reviewed annually at the first regular meeting in February.

Staff is not recommending any changes.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Motion to approve policy as presented.

FINANCIAL IMPACT

CITY OF BRAINERD INVESTMENT POLICY

This policy covers all monies of the City of Brainerd and includes deposits and investments of funds deposited in interest bearing accounts.

It is a common occurrence for the City of Brainerd to have cash balances in various fund accounts which, though allocated for a specific purpose, are temporarily not needed. It is the policy of the City that any fund with a cash balance which will remain unexpended for a reasonable period of time, shall be invested in a manner as outlined below.

The investment policy of the City of Brainerd encompasses the following principles:

1. Safety of principal
2. Chief Investment Officer
3. Consultants
4. Collateralization
5. Authorized investments
6. Prohibited investments
7. Maximum investment
8. Pooling of investments
9. Liquidity
10. Maximum interest earnings

SAFETY OF PRINCIPAL

Safety of principal is the first priority in investing City funds. The City invests only in those investment instruments authorized by Statute, Minnesota Statutes Chapters 118A and as amended set forth the authorized investments for a municipality. Depositories as designated shall have insurance through the FDIC (Federal Insurance). To ensure safety, it is the policy of the City that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below.

CHIEF INVESTMENT OFFICER

The chief investment officer will be the City Administrator/Clerk-Treasurer, who will assure compliance with this policy and further develop and maintain adequate controls, procedures and methods assuring safe and accurate accounting on a day-to-day basis, with the approval of the Personnel and Finance Committee of the Brainerd City Council. The day-to-day investment activities are handled by the City Finance Director and Finance Manager/Secretary of the Brainerd Public Utilities Commission in accordance of this Policy. The City Administrator/Clerk-Treasurer will provide the Personnel and Finance Committee, on a regular basis, all and any information requested by the Committee. The Chairman of the Committee will, in turn, keep the elected officials fully apprised of any problems, changes or irregularities which may occur to assure proper handling of City funds.

CONSULTANTS

The retention of consultants, agreements with money managers, etc., will not be authorized without express consent of the Council after recommendation by the Personnel and Finance Committee and the City Administrator/Clerk-Treasurer.

COLLATERALIZATION

In accordance with Minn. Stat. 118A the total amount of the collateral computed at its market value shall be at least ten percent more than the amount on deposit at the close of the financial institution's bank day, except that where the collateral is irrevocable standby letters of credit issued by Federal Home Loan Banks, the amount of collateral shall be at least equal to the amount on deposit at the close of the financial institution's banking day.

Collateralization will be required on the following types of investments:

- (1) Certificates of Deposit
- (2) Demand Deposits

Collateral is limited to securities allowable pursuant to Minn. Stat. 118A.03.

For cash deposits on hand, collateralization shall be in the form of specific securities with an active secondary market for the City held by an independent third party as detailed in statute 118A.06. The only exceptions are Federal Depository Insurance Corporation (FDIC).

AUTHORIZED INVESTMENTS

The City of Brainerd will only invest in securities authorized by Minnesota Statute 118A.04 and 118A.05.

Examples of authorized investments are as follows:

1. Savings/demand deposits
2. Certificates of Deposit (CD's)
3. U.S. Treasury obligations
4. U.S. Agency Securities such as:
 - a. Federal Home Loan Bank System (FHLB)
 - b. Federal Home Loan Mortgage Corporation (FHLMC)
 - c. Federal Farm Credit Bureau (FFCB)
 - d. Federal National Mortgage Association (FNMA)
5. Municipal Securities. The statute allows the City to invest in municipal securities of state or local government agencies with taxing power and a rating of "A" or better by a national bond rating agency.

MAXIMUM INVESTMENT

It is the policy of the City to determine its cash balance on a daily basis for the purpose of investing excess funds.

POOLING OF INVESTMENTS

For the purpose of making the maximum amount of funds available for investment, the cash for all City funds is pooled in an investment account. Interest earnings are allocated among the various funds based upon their quarterly average cash balance.

LIQUIDITY

The purpose of having part of the City's investment portfolio in very liquid funds is to ensure that funds will be available should unexpected large bills be presented for payment.

MAXIMUM INTEREST EARNINGS

After the liquidity needs and scheduled maturity needs are satisfied, the balance of the funds available for investment are placed with institutions that offer the greatest safety and highest rate of return consistent with the maturities as determined by the City. Quotations or telephone bids are normally taken for all investments, whether they are short term or long term. This alleviates the problem of whom to place the investment with.

ANNUAL REVIEW

It shall be the practice of the City Council to review and approve the investment policy each year on the first regular meeting of February.

Reviewed and Approved this ____ day of February, 2026.

NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Proud FFA Community Signs

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Staff was approached by the FFA Alumni with a request to mount "Proud FFA Community" signs underneath the various Brainerd population signs as you enter the city. The signs are 24 inches by 24 inches and images of the sign and an example of one community are attached. There are 6 population signs (7 including the city limits sign adjacent to the fairgrounds). An example of the current mounting is attached. The locations they are requesting are as follows:

- Highway 210 (westbound) near the Airport
- Highway 18 (westbound) near the former State Hospital
- Highway 25 (northbound) south of Highway 18

They are requesting other locations in the Baxter area as well.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The FFA would provide the signage. City Public Works staff would install the signs. It would be intended that once the useful life has expired or condition of the signs has deteriorated, the signs would be removed. Replacement would be at the expense of the FFA.

Council may also direct staff to make adjustments to the auxiliary signs currently mounted on the population sign. Currently, all signs have a "Home of Six 2014 National Blue Ribbon Elementary Schools". Two signs on Highway 210 include a "Heart Safe Community" sign. However, while still registered as a Heart Safe Community, the signs are faded and staff recommends their removal. An example of the current sign assembly is attached.

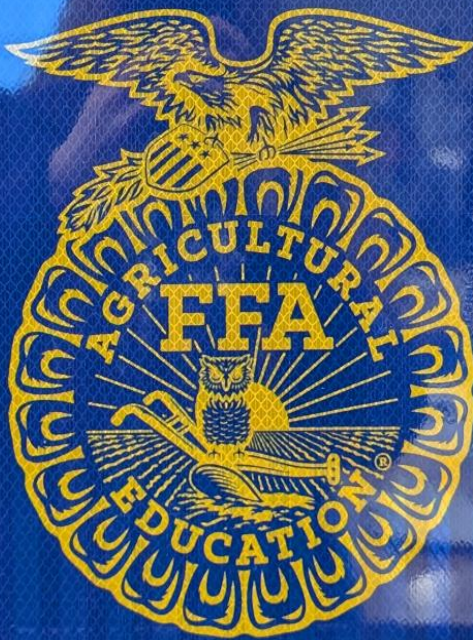
RECOMMENDED ACTION/MOTION

Move to approve installation of the "Proud FFA Community" signs on the Brainerd population sign mounts, further to remove the "Heart Safe Community" signs from the assemblies on Highway 210.

FINANCIAL IMPACT

N/A

**Proud
FFA**



Community

Brainerd
POP 14,395

Home of Six 2014
National Blue Ribbon
Elementary Schools



BAXTER • GARFIELD • HARRISON • LOWELL • NISSWA • RIVERSIDE





City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: CSAH 48/Cora Street Stormwater Discussion

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): 10 Minutes

SUMMARY OF ISSUE

Per Council direction, staff explored the possibility of discharging stormwater flows from under CSAH 48 to property to the west, within Baxter jurisdiction. Staff again visited the site, photos attached. Further, staff reached out to Crow Wing County, City of Baxter, and Reichert Bus.

Staff requested discussion from the County on their interest in sharing of costs related to stormwater study, design, and/or construction. Their response is attached. The agreement with the County is related to routine maintenance items. Engineered construction is exempt from the required cost sharing. Per their e-mail, the County cannot justify the cost participation in the efforts as discussed by the City Council.

Further, staff reached out to the City of Baxter to determine what requirements that would have to be met to stay within compliance of their MS4 permit and SWPPP program. Similar to the City of Brainerd's requirements, Baxter would require engineered plans and a stormwater report that indicates that the plan addresses similar concerns that staff shared in the e-mail to Council, such as:

- Having no adverse impacts to the Reichert property and facilities.
- Having no adverse impacts to the adjacent streets (Industrial Park Rd – Baxter, CSAH 48 – County)
- Meets the stormwater rate and volume requirements as described in City Code

If stormwater drainage is redirected, a stormwater maintenance agreement would be needed between the Cities of Baxter and Brainerd, as well as Crow Wing County.

Finally, staff reached out to Reichert Bus regarding the possibility of acquiring stormwater drainage easement in the southeast portion of the property. Their response is attached describing that they have no interest in providing the easement.

Any solution can become feasible. However, the concern would be the amount of cost necessary to

make solutions constructable. Staff cannot say how much expense would need to be required to sufficiently excavate the area to control the volume of stormwater required. Some of the costs to consider include:

- A full survey would need to be conducted in the spring to determine the exact grades of the adjacent ground.
- There would be significant tree removal necessary.
- To redirect the stormwater facilities, reconstruction of a portion of CSAH 48 would be necessary to replace the storm sewer pipe.
- A hydrologic engineer would have to both design the new facility and provide the stormwater report for Baxter approval. There are no hydrologic engineers with experience in stormwater modeling software on City staff that can provide these items.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

If Council wishes to advance the work to redirect drainage in this area, there should be an award of one of the attached proposals to begin the preliminary engineering work to determine feasible options for the Council to consider. Staff presented three proposals at the January 5th meeting for stormwater engineering study work in this drainage area. As a reminder, the cost breakdown is as follows:

- HR Green: \$33,510
- SEH: \$30,500
- WSB: \$39,885

As referenced, the costs associated with this work would be entirely City funded as the County would not participate in this. Options for the Council to consider for next steps include:

- No further action taken on this stormwater drainage issue.
- Award stormwater engineering study proposal (staff recommendation is HR Green as per the 1/5 meeting)

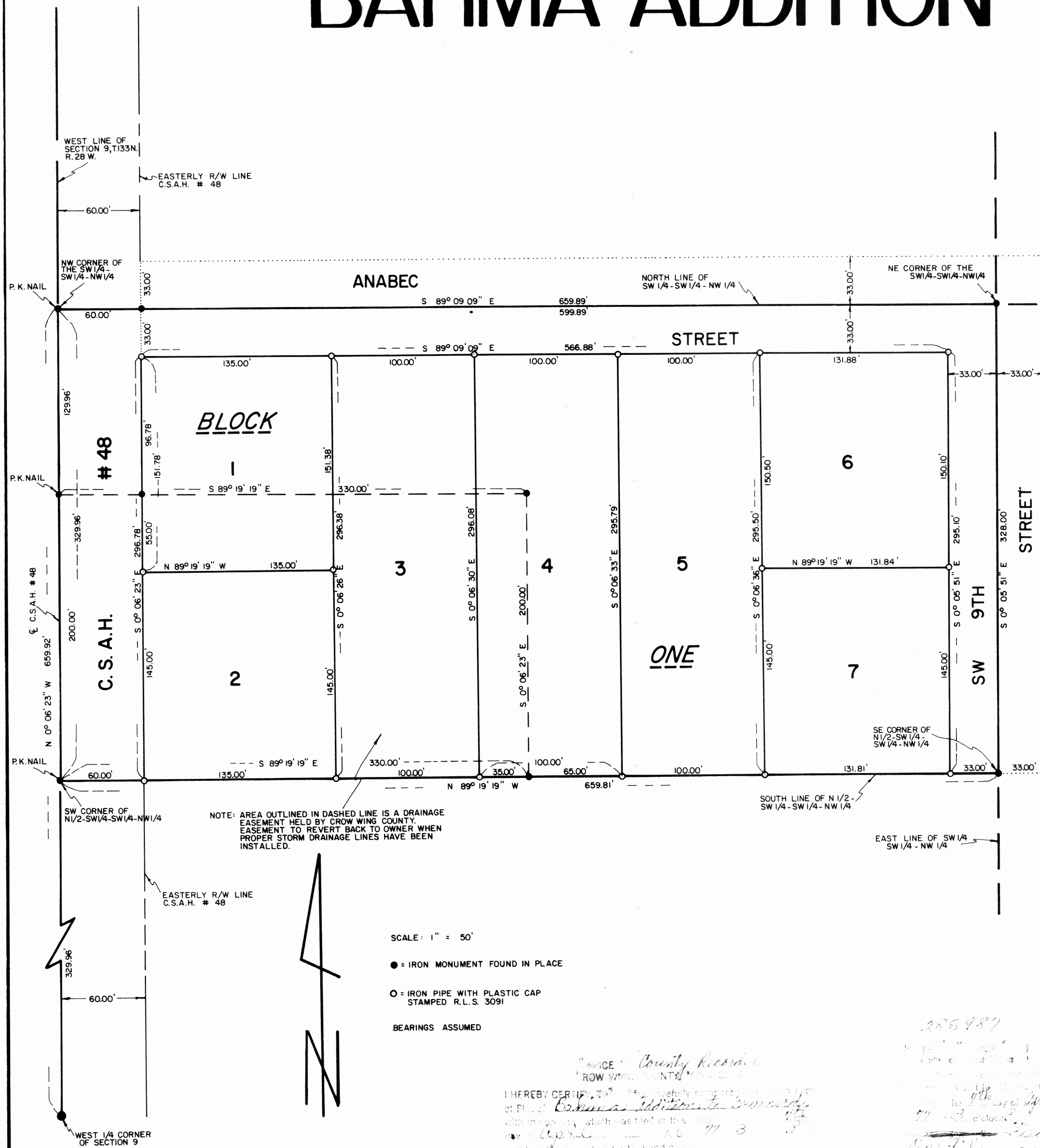
RECOMMENDED ACTION/MOTION

Move to take no further action on the stormwater drainage issue.

FINANCIAL IMPACT

Dependent on Council action

BAHMA ADDITION TO BRAINERD



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

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

DAVID L. BAHMA
MICHELE A. BAHMA

STATE OF MINNESOTA)
COUNTY OF CROW WING) SS

ON THIS 4TH DAY OF APRIL, 1977, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID L. BAHMA AND MICHELE A. BAHMA, HIS WIFE, TO ME PERSONALLY KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE ABOVE DEDICATION AND THEY HEREBY ACKNOWLEDGE THE SAME AS THEIR FREE ACT AND DEED.

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

Wendy J. Butrak
NOTARY PUBLIC
CROW WING COUNTY, MINNESOTA

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

TLY SHOWN,

 REGISTERED LAND SURVEYOR
 MINNESOTA REG. No. 3091

STATE OF MINNESOTA)
COUNTY OF CROW WING) SS

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

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

Wendy K. Antolak
NOTARY PUBLIC
CROW WING COUNTY, MINNESOTA

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

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

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

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

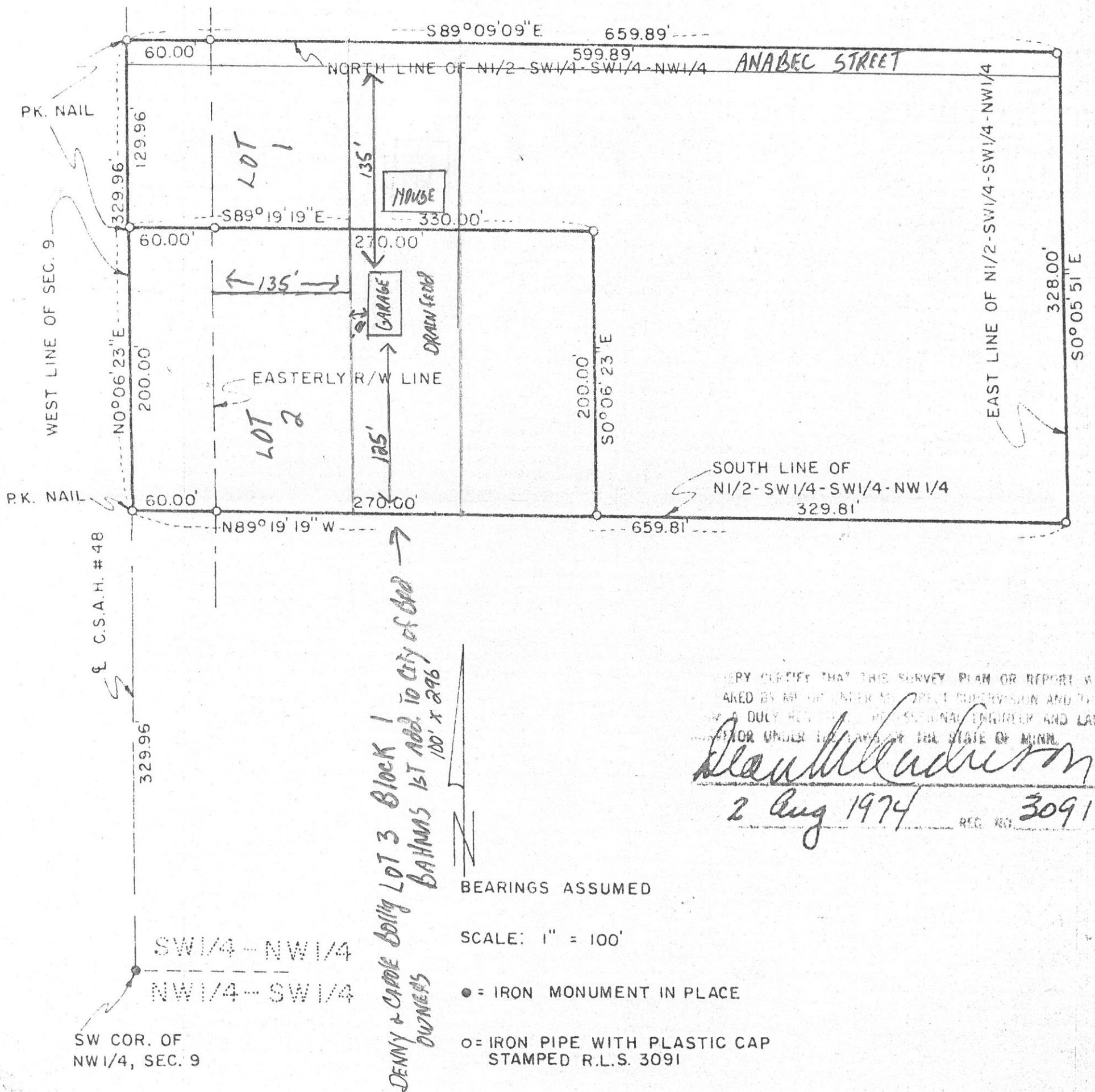
THIS PLAT OF BAHMA ADDITION TO BRAINERD WAS APPROVED BY THE COUNCIL FOR THE CITY OF BRAINERD, MINNESOTA, THIS 4th DAY OF April, 1977.

ATTEST: *Richard D. Johnson*
CITY CLERK

PRESIDENT OF THE COUNCIL

Leonard M. Haward

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







Jessie Dehn

From: Tim Bray <Tim.Bray@crowwing.gov>
Sent: Tuesday, January 20, 2026 9:10 AM
To: Jessie Dehn
Cc: Mike Habighorst; Rob Hall; Steve Stroschein
Subject: RE: CSAH 48 Stormwater

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

Good morning, Jessie.

I have discussed this internally and with Mr. Bollig.

The current drainage easement and general stormwater configuration meets the County's needs to provide adequate drainage for a portion of CSAH 48. The County cannot justify financial participation in the city's effort to address Mr. Bollig's concern. This includes any engineering studies and/or construction activities. Our engineering staff will be available to assist the City with any coordination related to future construction impacting CSAH 48.

Thank you for reaching out. Please feel free to call with question or concerns.

Timothy V. Bray, PE, MPA
Crow Wing County Engineer

Office: (218) 824-1110

Direct: (218) 822-2684

www.crowwing.us

We value your opinion, please let us know how we are doing by taking our [Customer Service Survey](#).



Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

From: Jessie Dehn <jdehn@ci.brainerd.mn.us>
Sent: Tuesday, January 20, 2026 8:37 AM
To: Tim Bray <Tim.Bray@crowwing.gov>
Cc: Mike Habighorst <mhabighorst@ci.brainerd.mn.us>
Subject: CSAH 48 Stormwater

Tim,

Good morning. I believe that Mike may have briefed you on the discussion regarding stormwater drainage in Southwest Brainerd as it relates to Mr. Bollig and the drainage easement behind his property. At this time, Council has directed staff to look into the ability to re-route the storm sewer underneath CSAH 48 to the property on the

west side of the highway. While there is potential for the feasibility, likely much work will need to occur such as discussion with the property owner, stormwater engineering survey and design, stormwater report, etc. Staff has already reached out to the City of Baxter to request what requirements we would have to meet to stay compliance with their MS4 permit to discharge City of Brainerd stormwater flows into Baxter jurisdiction.

Could you provide some guidance on this matter from the County's perspective as it relates to re-routing this stormwater to another location? As we have the Cross-Jurisdictional Maintenance Agreement for the area discussed, we wanted to collect some input from you. While the agreement covers maintenance, re-routing of flows will likely require some discussion on this agreement. Please review and advise from the County perspective. Thank you and have a great day!



Jessie Dehn, P.E.

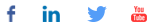
City Engineer

City of Brainerd

501 Laurel Street, Brainerd, MN 56401

Phone (218) 454-3411 | **Mobile** (218) 513-0172

Web www.ci.brainerd.mn.us | **Email** JDehn@ci.brainerd.mn.us



Jessie Dehn

From: Mark Moran <Mark@reichertbus.com>
Sent: Tuesday, January 20, 2026 4:09 PM
To: Jessie Dehn
Subject: Re: Property Inquiry

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

Jessie Dehn,
Thanks for your inquiry but at this time we do not feel your plan is the best use for this property from either a city or private position.

Best regards,
Mark Moran
President
Reichert Enterprises, Inc
D) 218-824-7184

On Jan 20, 2026, at 1:17 PM, Jessie Dehn <jdehn@ci.brainerd.mn.us> wrote:

Mark,

Good afternoon. I'm wondering if you could assist with a request. The City Council has directed staff to explore the possibility of re-routing stormwater drainage under CSAH 48 (Highland Scenic Drive) to the west. Currently, the stormwater flows outlet into a stormwater drainage easement on the east side of CSAH 48, south of Anabec Street. I wanted to explore the potential for the City and County to acquire a new stormwater drainage easement in the southeast portion of the Reichert property. I've indicated a rough sketch in the attachment that shows a rough idea of the area that includes mostly low-lying area. If you could please review and advise. Thank you!

<image001.png>	Jessie Dehn, P.E. City Engineer City of Brainerd 501 Laurel Street, Brainerd, MN 56401 Phone (218) 454-3411 Mobile (218) 513-0172 Web www.ci.brainerd.mn.us Email JDehn@ci.brainerd.mn.us <image002.png> <image003.png> <image004.png> <image005.png>
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<Reichert Property.pdf>

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

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

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

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

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

NOW THEREFORE Crow Wing and Brainerd agree to the following:

1. MAINTENANCE

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

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

2. COSTS

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

3. EXCLUSIONS

Maintenance does not include engineered construction or road reconstruction.

4. TERMINATION

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

5. NOTICE

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

6. INDEMNIFICATION

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

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

7. ENTIRE AGREEMENT

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

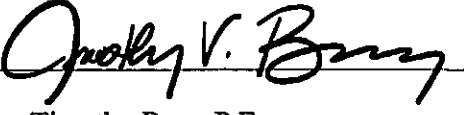
8. MODIFICATION OF AGREEMENT

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

Crow Wing County & City of Brainerd Cross Jurisdictional Agreement
Stormwater Pond Maintenance CSAH 48 & Anabec Street

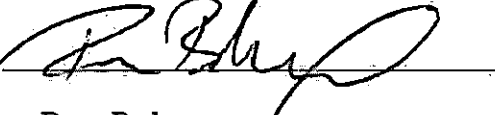
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

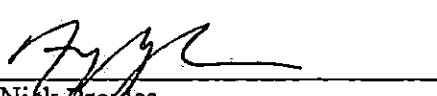
COUNTY OF CROW WING

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

Date: 5/21/2024

CITY OF BRAINERD

By: 
Dave Badeaux
City of Brainerd Mayor

By: 
Nick Brosies
City Administrator

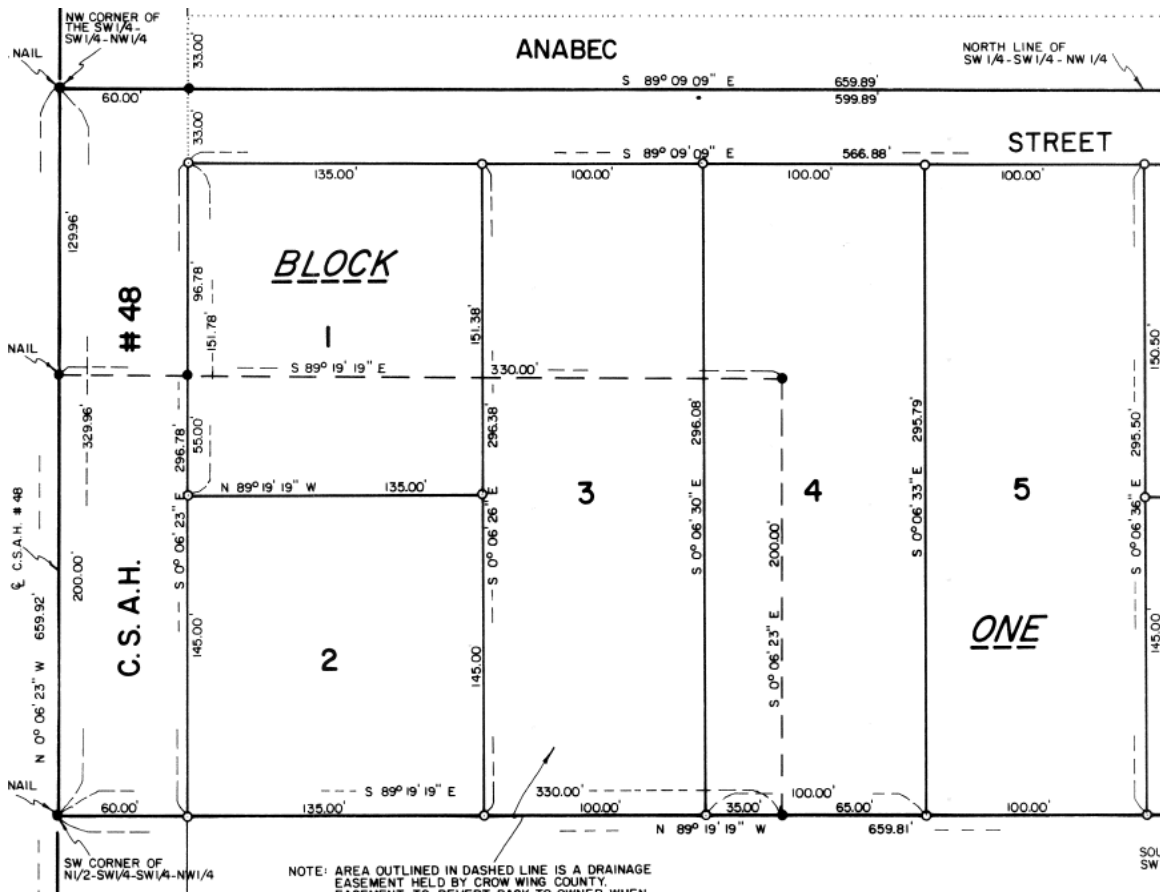
Date: 21 May 24

ATTEST:

APPROVED:

By: 
Stephanie Shook
Asst. Crow Wing County Attorney

Date: 5/22/24



Please consider HR Green as the City's preferred partner on the Southwest Brainerd Stormwater Engineering Project. With the work we've already completed in the area, our proven technical capabilities, and our collaborative partnership approach, our team is confident we can deliver fully vetted stormwater management alternatives for the City.

Project Understanding

The Southwest Brainerd Stormwater Engineering Study focuses on the discharge location of the CSAH 48 storm sewer system coming from the north and east of Anabec St. The system currently drains to a land-locked low point on the back side of 1023, 1021, and 1001 Anabec St. According to previous modeling efforts, the adjacent structures are expected to be impacted by peak high water elevations in larger storm events. This low point was assigned as a temporary discharge location on the platted easement, likely until all of CSAH 48 was urbanized with curb and gutter or until another option was identified. Crow Wing County lists this segment of CSAH 48 on their 2025 CSAH Priority List. The City's desire to get ahead of any construction to address this temporary impact and mitigate private property flood risk is well-founded.

The goal of the project is to review alternatives to adequately manage stormwater coming off CSAH 48 that will also mitigate flood impacts on private property. Requested alternatives include "do nothing", expand the existing drainage easement, or construct an alternative basin west of CSAH 48. The feasibility and anticipated costs of each alternative will also be reviewed. HR Green proposes considering an additional option as described in the Value Add section on page 2.

Principal Staff and Team Members

The following principal staff and team members will provide services for the duration of this project, with any changes subject to City approval. This team has significant experience working with the City of Brainerd and addressing its stormwater management needs.



Conner Dunteman, PE, CFM
Project Manager (8 years of experience, 40% available)

Conner specializes in urban stormwater modeling, flood mitigation, and drainage improvements. Conner is skilled in XP-SWMM 1D/2D modeling, HydroCAD modeling, and GIS-based analysis to deliver

recommended alternatives for urban stormwater and watershed projects. He is noted for city-wide model development, BMP and erosion control system design, as well as digital and field data collection.



Bridget Osborn, PE, CFM
Technical Advisor and QA/QC (15 years of experience, 30% available)

Bridget focuses on hydrologic and hydraulic modeling, stormwater system analysis, stormwater reuse, flood mitigation, and BMP design. She is proficient with XPSWMM, HEC-RAS, ArcGIS, ORD Drainage, P8, MIDS, and HydroCAD. Bridget coordinates and reviews permitting and compliance with agencies such as watershed districts, NPDES, FEMA, DNR, and USACE.



Lara Gavin, EIT
Hydraulic Engineer (3 years of experience, 50% available)

Lara has experience in flood modeling, BMP design, stormwater management and maintenance, and hydrologic and hydraulic (H&H) modeling. She has developed cost estimates, native planting plans, as well as water quality and flood reduction reports. Lara has used multiple water resource software packages including XPSWMM, ArcGIS, P8, Civil3D, HydroCAD, MS4, and ORD Drainage.

Work Plan

Data Collection - Through the previous H&H modeling effort, HR Green already has the storm sewer data collection, watershed delineation, and existing conditions 2D XPSWMM modeling completed for this project. We will further refine the modeling information and establish project boundaries via parcel lines and easements with any additional data from the City. Data may include resident or City observations of current high water impacts, plans for future development, utility or property information. All information will be considered and documented.

Alternatives Analysis - We will review the feasibility of the three proposed options in the RFP and any additional value add options agreed upon by the City. We will review each option to determine routing capabilities and how much storage volume is needed to mitigate structure or private property impacts in the 100-year and back-to-back 100-year events. With the area containing sandy soils, it is assumed all water will eventually infiltrate as it does in current conditions. Emergency overflows and

flooding extents will be identified, should the basins become overwhelmed in an extreme event. We will review available property and maximize the grading and construction limits needed to minimize impacts. Any area outside current parcel or easement lines will be identified and discussed with the City. Basins and associated conveyance systems will be preliminarily designed and modeled to meet City and Minnesota Stormwater Manual design criteria. Once the alternatives are deemed effective and feasible to construct, we will develop concept level construction costs with an agreed upon contingency. Costs will include storm sewer and pavement work, excavation and grading, turf establishment, property or easement costs (with City input) and any other items needed for implementation.

Hydraulic Report - The design aspects, site considerations, modeling results, property impacts, and expected permitting needs will be detailed in the narrative and concept maps within a Draft Hydraulic Report. The anticipated schedule would include submitting the report in April of 2026. We will meet with the City to discuss the results and prepare a final report with addressed comments for presentation to the City Council in May of 2026.

Value Add

HR Green proposes to add the investigation of routing water via additional storm sewer along CSAH 48 to the parcel south of Cindy Street. The parcel is a low-lying undeveloped area assumed to be owned by the State.

Unique Qualifications

Relevant project experience:

- ▶ **City-wide XP-SWMM Model, Brainerd, MN:** Provided city-wide XP-SWMM modeling support for comprehensive stormwater management in Brainerd.
- ▶ **Cleveland Neighborhood Flood Mitigation Project, Minneapolis, MN:** Completed updated storm sewer and detention 2D modeling in PCSWMM to determine flood mitigation alternatives within the highest flooding priority neighborhood of Minneapolis.
- ▶ **Front Street Basin, Albert Lea, MN:** Prepared a feasibility study, grant application (awarded), and design of a stormwater detention basin to mitigate roadway overtopping and private property impacts along Front Street and within the adjacent neighborhood.
- ▶ **Newport Watershed Modeling, South Washington Watershed District:** Completed city-wide 1D/2D XP-SWMM model development and BMP design and construction of several underground water quality BMPs within the City.

Fee Proposal and Cost Breakdown

FEE SCHEDULE							
Southwest Brainerd Stormwater Engineering Study							
PREPARED BY - HR GREEN, INC.							
SCOPE OF WORK		Dunteman	Osborn	Gavin	LABOR HOURS	LABOR COST	REIMBURSABLE EXPENSES
		\$185	\$225	\$165			
1	DATA COLLECTION						\$3,190
	Kickoff Meeting and Correspondance	6	1	1	8	\$1,500	
	Data Collection and Model Updates	2		8	10	\$1,690	
2	ALTERNATIVES ANALYSIS						\$19,385
	Do Nothing Option	2	1	6	9	\$1,585	
	Existing Location Expansion Option	10	2	40	52	\$8,900	
	Basin W of CSAH 48 Option	10	2	40	52	\$8,900	
3	HYDRAULIC REPORT						\$10,935
	Draft Hydraulic Report	6	4	20	30	\$5,310	
	Draft Hydraulic Report Meeting	2		1	3	\$535	
	Final Hydraulic Report	2	1	4	7	\$1,255	
	City Council Meeting & Prep	10	8		18	\$3,650	\$185
	PROJECT TOTAL						\$33,510
4	VALUE ADD OPTIONS						
	Evaluation of Parcel S of Cindy St	10	2	40	52	\$8,900	
	VALUE ADD OPTIONS TOTAL						\$8,900

Assumptions

- Mileage reimbursement rate of \$0.70/mile.
- Cost does not include estimating property values or purchase prices (tax assessment information will be used), environmental or geotechnical investigations, topographic survey, site visits (due to weather), or plan sheet production.



Building a Better World
for All of Us®

December 22, 2025

RE: Southwest Brainerd Stormwater
Engineering Study
SEH No. 14.00

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

Dear Jessie:

We appreciate the opportunity to submit this proposal for the Southwest Brainerd Stormwater Engineering Study. Our team understands the City's goal to evaluate stormwater drainage alternatives within the CSAH 48/Cora Street area, considering feasibility, impacts, and cost. We will deliver a comprehensive analysis including watershed delineation, concept mapping, and alternative development with budgetary estimates, culminating in a clear recommendation for the City Council.

Project Understanding

The study area is generally bounded by CSAH 48/Highland Scenic Drive to Southwest 4th Street and Laurel Street to College Drive. Our approach will build upon previous studies and incorporate updated hydrologic and hydraulic modeling to identify practical solutions.

Key Staff

Name	Role	Experience (yrs)	Education
Emily Jennings, PE	Project Manager/Sr. Engineer	12	BS – University of Minnesota
Trent Imdieke, PE	Water Resources Engineer	8	BS – University of North Dakota
Andrew Bick, EIT	Water Resources Engineer	2	BS – St. Cloud State

Relevant Project Experience

- St. Cloud Stormwater Planning Study – Developed watershed and storm sewer models to evaluate alternatives for urban stormwater management and reduce localized flooding.
- Cloquet Stormwater Planning Study – Developed watershed and storm sewer models to evaluate alternatives for urban stormwater management and reduce localized flooding.
- Sartell Paper Mill Redevelopment Stormwater Planning – Designed stormwater best management practices to satisfy City stormwater requirements.

Proposed Work Plan and Schedule

1. Data Collection – Gather record drawings, GIS shapefiles, and previous studies. (January 2026)
2. Watershed Delineation & Mapping – Define drainage areas and flow paths. (February 2026)

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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

3. Alternative Development – Prepare concept maps, assess impacts, identify easement needs, and provide budgetary estimates. The alternatives will include Do Nothing; excavation/expansion of the existing drainage easement area, and construction of a stormwater BMP within the private parcel(s) on the west side of CSAH 48. A planning level HydroCAD model will be developed to analyze the alternatives. (March 2026)
4. DRAFT Report submittal for City review. (April 2026)
5. FINAL Report submittal and City Council presentation (in person) (May 2026)
 - ❖ The report will include a summary of background information, findings, recommendations, and a description of the alternatives including concept maps, potential impacts on other areas, identification of property needs, and a planning level cost estimate.
 - ❖ SEH will initiate project team meetings with City staff. Team meetings will be virtual.

Detailed Cost Proposal

	Emily Jennings	Trent Imdieke	Andrew Bick		
Availability	25%	30%	50%		
Rate	\$250	\$180	\$130		
Position	Project Manager/ CSM	Water Resources Engineer	Water Resources Engineer		
Tasks	Hours	Hours	Hours	Expenses	Subtotal
Data Collection	2	4	6	\$0	\$2,000
Watershed Delineation & Mapping	4	4	16	\$0	\$3,800
Alternative Development	4	32	60	\$0	\$14,560
Reporting & Presentation	4	20	40	\$340	\$10,140
Total Not-to-Exceed Cost					\$30,500

We look forward to partnering with the City of Brainerd on this important project. Please contact Emily Jennings (ejennings@sehinc.com) or Scott Hedlund (shedlund@sehinc.com) with any questions.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

 Digitally signed by Emily Jennings
DN: C=US, E=ejennings@sehinc.com, O=SEH,
OU=Water Resources, CN=Emily Jennings
Reason: I am the author of this document
Date: 2025.12.22 11:28:05-06'00'

Emily Jennings, PE
Project Manager / Sr. Water Resources Engineer



Scott Hedlund, PE
Client Service Manager

December 23, 2025

Dear Mr. Jessie Dehn:

We appreciate the opportunity to provide a proposal for the southwest Brainerd Stormwater Study.

PROJECT UNDERSTANDING AND KEY STAFF

WSB understands the City Council has requested proposals to investigate drainage improvements in southwest Brainerd, to understand the potential impacts and cost implications. The staff listed below have the availability and expertise to deliver a high quality analysis and report to the City to guide decision making about future improvements in the area. Jake Newhall, PE, Laura Rescorla, PE, and Sarah Risius regularly work together on stormwater projects with client-focused collaboration and efficiency. We are excited to round out our team with Ethan Youso, PE and Emma Ostrowski.



Laura Rescorla, PE | Project Manager: Laura has nine years of experience bringing projects from feasibility through design and construction. Her areas of expertise include planning, hydraulic and hydrologic (H&H) modeling, storm sewer and BMP design, permitting, and construction management. She managed the City of Brainerd's M Street Storm Sewer Outfall Repair project.

Jake Newhall, PE | Principal: Jake has 19 years of experience managing a wide range of water resources projects across Minnesota. Jake's well-rounded water resources experience allows him to collaborate and be innovative while solving challenging stormwater issues.

Sarah Risius | Water Resources Engineer: Sarah has five years of experience. Her areas of expertise include H&H modeling, water quality modeling, BMP design, and plan production. She regularly works with Cities to find solutions to drainage issues and improve existing infrastructure.

Ethan Youso, PE | Client Advocate: A recent addition to the WSB team, Ethan has six years of experience, including four years of work on a variety of projects with the City of Brainerd. He will share his knowledge of the drainage issue and City priorities with the project team.

Emma Ostrowski | Water Resources Support: Emma is a recent graduate of Iowa State University. She has experience with GIS, HydroCAD, and cost estimation via a summer internship. She will assist the team with GIS analysis, map creation, and stormwater modeling.

PROJECT EXAMPLES

WSB's proposed team has worked on the following, similar projects, demonstrating our expertise in stormwater modeling and analysis of proposed solutions that are feasible and actionable.

■ **Mississippi River Direct Drainage Feasibility Study | LMRWMO | March 2024 – Dec 2024:** WSB completed a watershed analysis using a combination of GIS data, record plans, and site visits, to identify potential BMP and erosion stabilization locations. We developed nine concept designs, with cost estimates for each.

■ **Hallam Avenue Drainage Improvements | City of Mahtomedi | Aug 2023 – March 2024:** WSB investigated solutions to flooding along Hallam Avenue. Multiple alternatives were considered and modeled in HydroCAD, including expanding flood storage and the creation of a new BMP. Cost estimates and permitting implications were developed for each alternative.

■ **Subwatershed Assessment and Panama and 13 Project | City of Prior Lake | Nov 2021 – Dec 2024:** WSB identified potential sites for BMPs within the Prior Lake drainage area using GIS and the City-wide H&H model. Concept designs and cost estimates were produced for each BMP. WSB then took the highest priority project through final design and construction.

WORK PLAN & SCOPE OF SERVICES

■ Task 1 | Project Management and Meetings

This task includes project management to ensure the project stays on budget, on schedule, and achieves the scope of work. It includes two virtual meetings with the City and a site visit. The anticipated meetings are:

- Kickoff: to share information, determine schedule, and further discuss City desires for the final deliverables.
- Final Review: to share the results of the alternatives analysis prior to report finalization.

This task also includes a presentation of the final report and findings to City Council.

■ Task 2 | Data Collection

This task includes collection and review of the existing data for the study area. We anticipate that the City will share relevant as builts and record drawings, utility mapping and GIS files, and previously completed studies and memos.

The study area is defined as the West area of the southwest Brainerd area as described in the RFP (aka CSAH 48/Cora Street drainage area). We estimate this to be approximately 60 acres.

■ Task 3 | Stormwater Analysis

This task includes developing a full understanding of the existing conditions of the study area, creation of an H&H model, and analysis of at least three alternatives.

We anticipate creating the H&H model in HydroCAD. We will delineate drainage areas in GIS and model the existing BMP/ponding area south of Anabec Street using the data provided

by the City in Task 2 and LiDAR contours. Storm sewer capacity will be analyzed using the rational method. This task does not include catch basin-level modeling of the storm sewer network. If the previous studies and site conditions warrant, other modeling software, including XPSWMM, will be discussed with the City.

At a minimum, we will analyze the three alternatives outlined in the RFP (do nothing, expand existing easement, construct BMP west of CSAH 48). An anticipated additional alternative is armoring the existing areas of erosion adjacent to the garage on Lot 3, Block 1 of the Bahma Addition. We will confirm the alternatives for analysis with the City before proceeding. We will create an updated H&H model for each proposed alternative.

The alternatives analysis will include concept maps, created in GIS, that clearly show:

- Proposed improvements, including EOF locations.
- Impacts to areas adjacent to the improvements and within the overall drainage area.
- Anticipated property and/or easement acquisitions.

We will also prepare a cost estimate, along with the opportunities and risks, for each alternative.

■ Task 4 | Report

This task includes writing a clear, concise report of the work done in Task 3. It will serve as the basis for City staff and City Council to decide on future action. If an alternative other than “do nothing” is chosen, the report will guide the City in final design.

PROFESSIONAL SERVICES FEE

WSB proposes completing this work for an hourly not-to-exceed fee of \$39,885. We anticipate a kick off meeting in January, site visit in March, draft report to the City in April, and final report and City Council presentation in May (see attached fee worksheet with dates for each task).

Please call Laura at 612.772.4633 if you have any questions. Thank you for the opportunity.

Sincerely,
WSB LLC



Jake Newhall, PE
Director, Water Resources



Laura Rescorla, PE
Project Manager, Water Resources

ESTIMATE OF FEES

Professional Engineering Services | Southwest Brainerd Stormwater Study

Task Description	Timeline	Principal Jake Newhall	Project Manager Laura Rescorla	Engineer Sarah Risius	Support Emma Ostrowski	Client Advocate Ethan Youso	Admin Anne Sill	Total Hours	Total Cost
1. Project Management and Meetings									
1.1 Project Management & Meetings	January - May	3	6	3		6		18	\$3,951
1.2 Site Visit	March		6	6				12	\$2,250
1.3 City Council Presentation	May		8	2		2		12	\$2,478
Task 1 Total Estimated Hours and Fee		3	20	11		8		42	\$8,679
2. Data Collection									
2.1 Collection and Review of Existing Data	January - February	2	4	6	6	2		20	\$3,522
Task 2 Total Estimated Hours and Fee		2	4	6	6	2		20	\$3,522
3. Stormwater Analysis									
3.1 Existing Conditions Investigation & Modeling	February - March	2	8	15	20	2		47	\$7,442
3.2 Alternatives Analysis	March - April	6	15	40	31	2		94	\$15,364
Task 3 Total Estimated Hours and Fee		8	23	55	51	4		141	\$22,806
4. Report									
4.1 Report	March - May		6	10	12		6	34	\$4,878
Task 4 Total Estimated Hours and Fee			6	10	12		6	34	\$4,878
Total Estimated Hours		13	53	82	69	14	6	237	
Average Hourly Billing Rate		279	213	162	115	225	100		
Subtotal Base Fee by Labor Classification		\$3,627	\$11,289	\$13,284	\$7,935	\$3,150	\$600		
TOTAL PROJECT COST									\$39,885



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Design Services Contract and Selection of a General Contractor for Fire Station Renovation Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Tim Holmes, Fire Chief

DEPARTMENT: Fire

PRESENTER: Tim Holmes, Fire Chief

ESTIMATED TIME (MIN): 10 minutes

SUMMARY OF ISSUE

Throughout 2025, the Fire Department worked together with Widseth to complete the initial planning and design phases for the 2026 fire station renovation. Widseth has successfully established a comprehensive scope of work, project schedule, and preliminary budget. To advance the project, Widseth has submitted a Design Services proposal. This next phase encompasses Design Development, the preparation of Construction Documents, bidding facilitation, and Construction Administration to ensure project oversight through completion.

Building upon the planning work completed in 2025, the Fire Department recently conducted a thorough selection process for a General Contractor. An interview panel comprised of Fire Chief Holmes, City Engineer Dehn, BPU Director Sandy, and Mike Angland (Widseth) evaluated two local firms. While both candidates demonstrated exceptional qualifications and a strong commitment to the project, the panel recommends Nor-Son Construction as the best fit for this project.

With the formal selection of the General Contractor, the project will quickly transition into the bidding and procurement phase. To ensure cost-certainty and administrative efficiency, the contractor will collaborate with Widseth through the Gordian ezIQC (Intergovernmental Quality Construction) process. This established cooperative purchasing framework allows for the development of a firm project price based on pre-set, competitively bid unit costs, ensuring the City receives maximum value and full transparency in the final construction contract.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Move to approve a Design Services contract with Widseth in the amount of \$380,000 and to select Nor-Son Construction as the General Contractor for the fire station renovation.

FINANCIAL IMPACT

CITY OF BRAINERD

FIRE STATION #1
REMODEL &
ADDITION

PROJECT UPDATE

FEBRUARY 2, 2026



BRAINERD FIRE DEPARTMENT

Station #1 Remodel & Addition

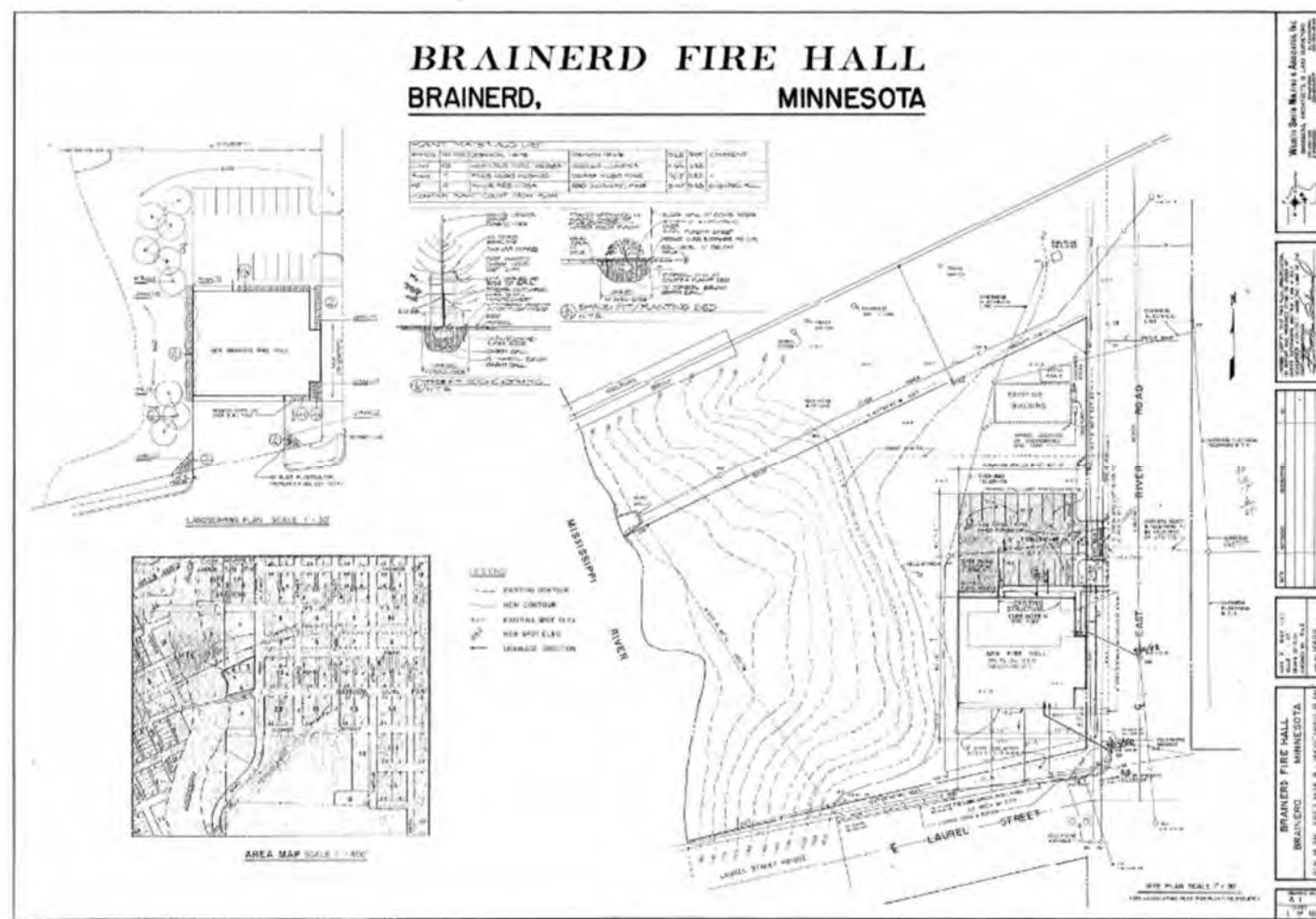


- Project History
- Project Priorities
- Project Design Update
- Project Schedule
- Next Steps

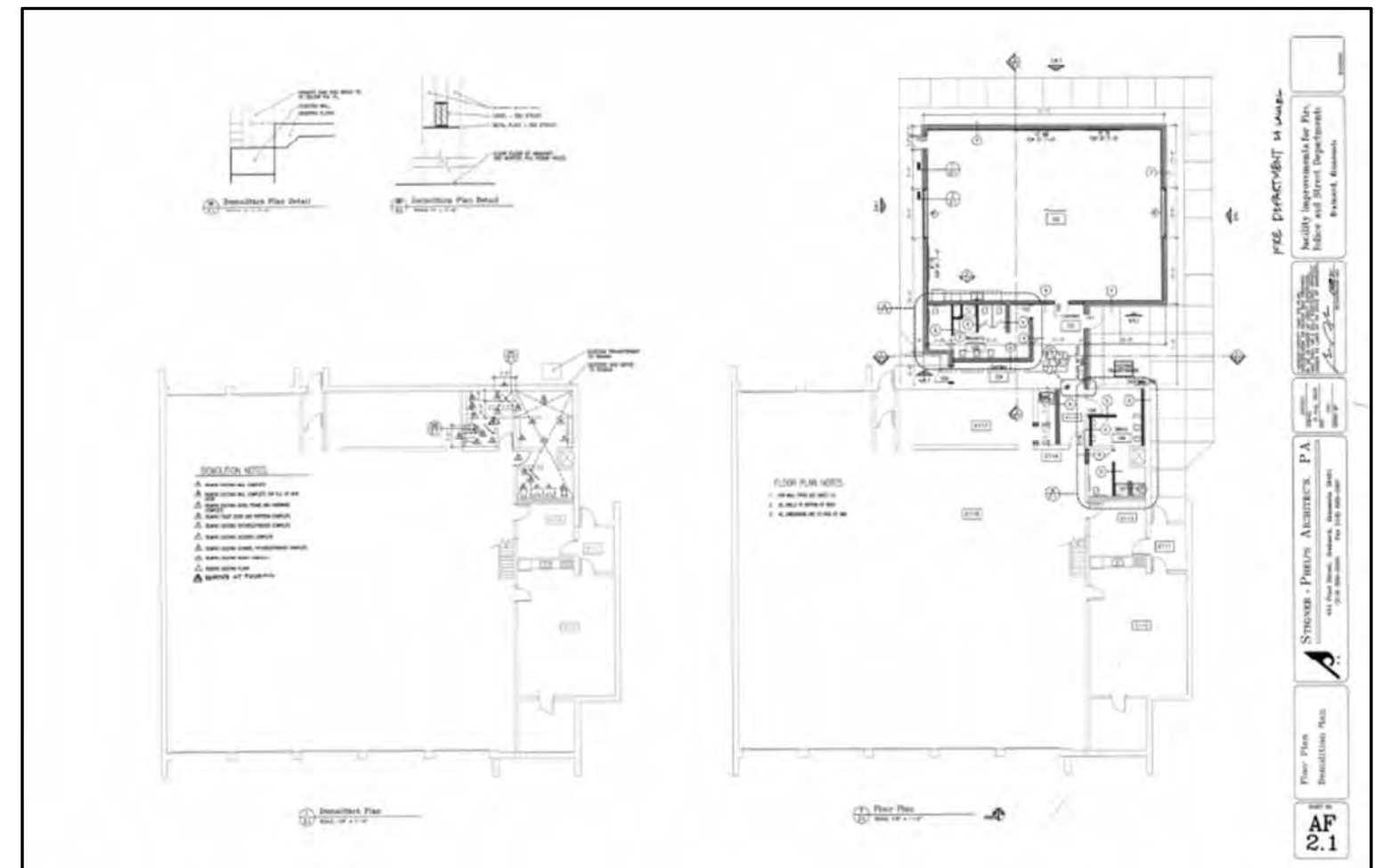


FIRE STATION #1

Project History (1983 – 2002)



1983 Originally Constructed



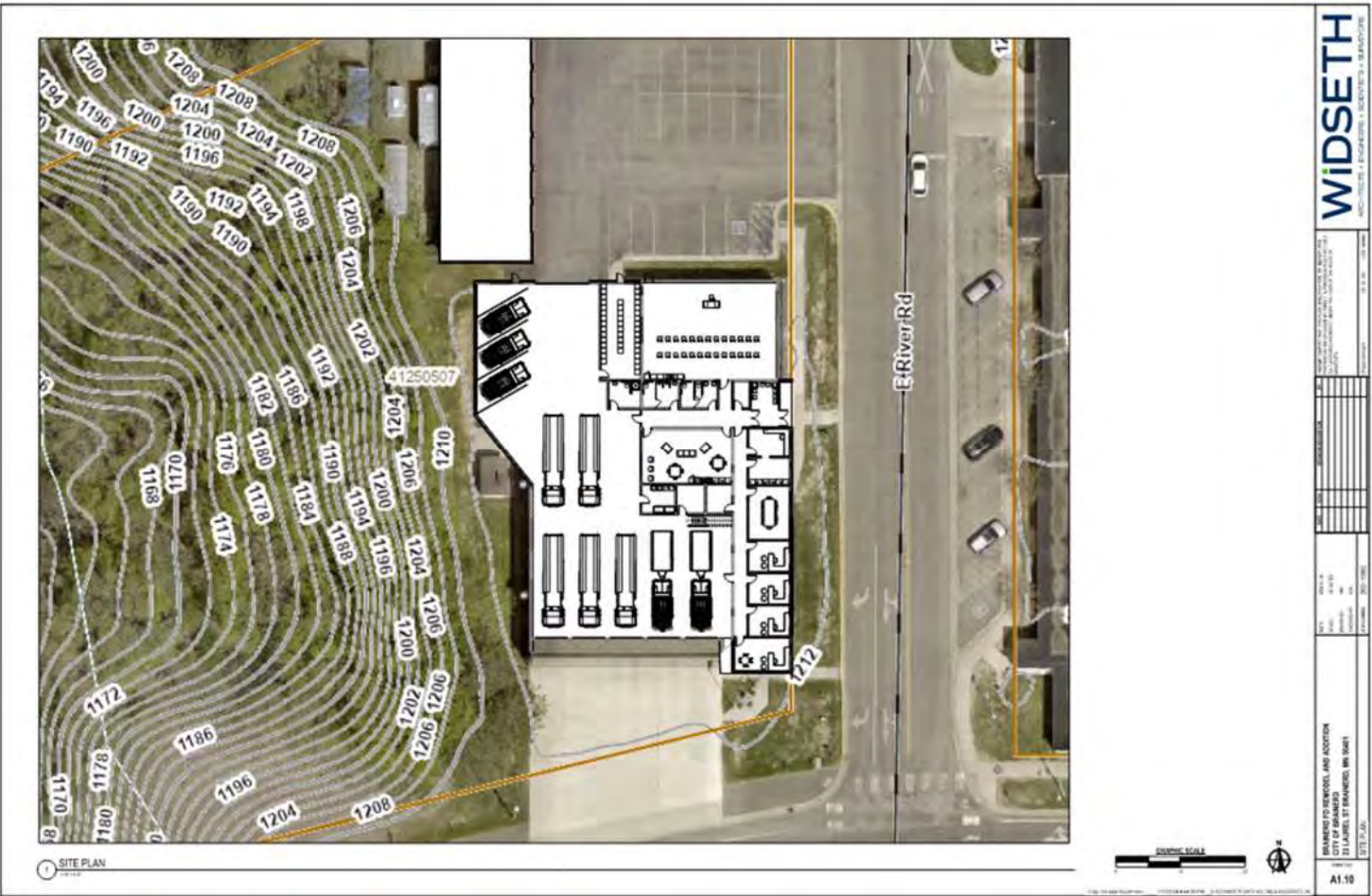
2002 Training Room Addition

FIRE STATION #1

Project History (2018 – 2025)



2018 Facility Study

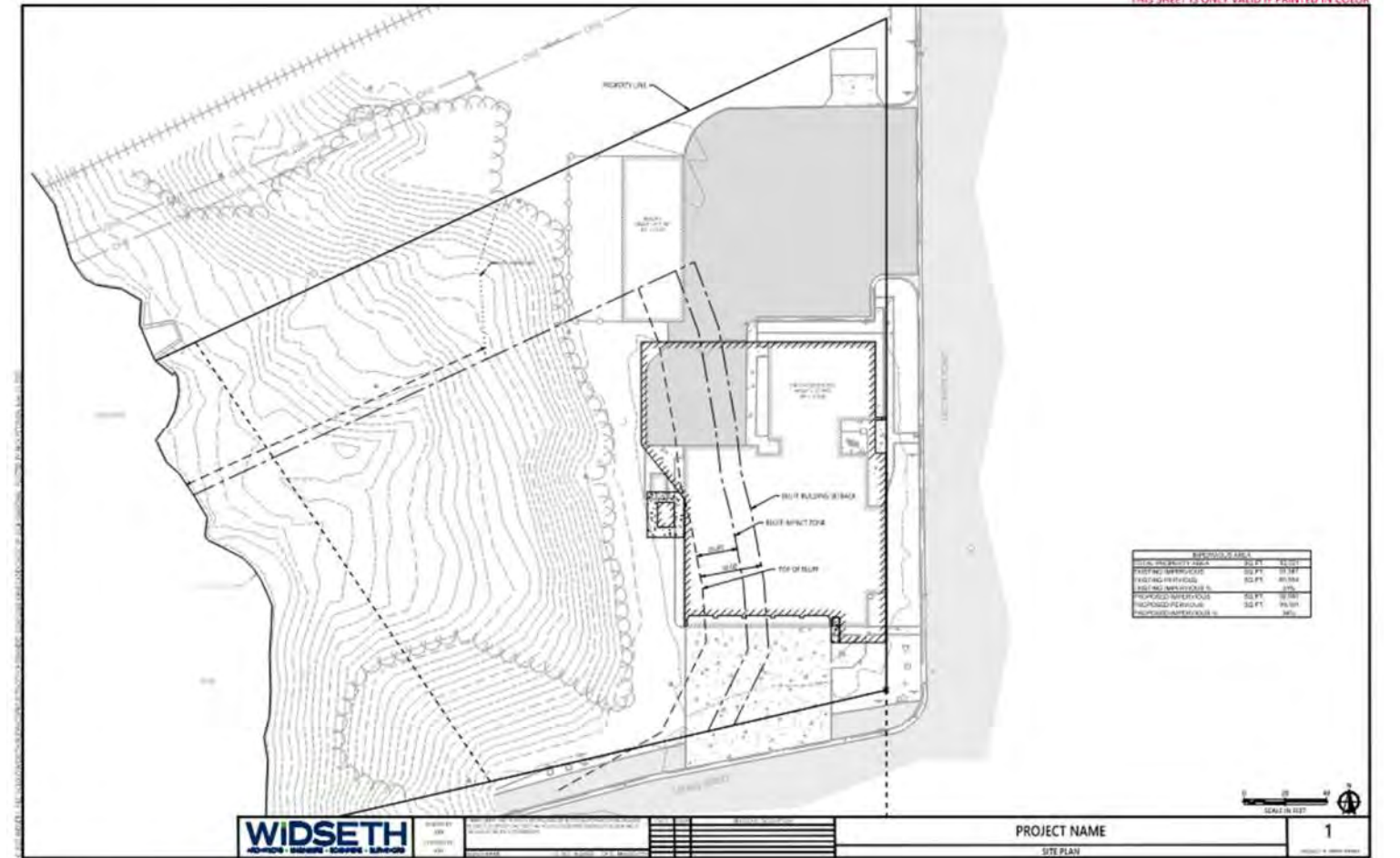


2025 Schematic Design

5100	10	Structural Steel	120,181.5
		Steel Total	120,181.5
6000		Wood and Plastics	
6050	10	Nails	5,255.1
6101	5	Rough and Finish Carpentry	90,387.7
		Wood and Plastics Total	95,642.8
7000		Thermal and Moisture Protection	
7400	80	Metal Panel	77,901.9
7500	5	Membrane Roofing	201,795.0
7900	10	Joint Sealers	11,035.7
		Thermal and Moisture Protection Total	289,833.5
8000		Doors and Windows	
8200	10	Wood Doors	23,647.9
8200	9020	Wood Doors	31,934.7
8300	9070	Overhead Doors 12x16	7,882.6
8400	5	Curtainwall	116,612.2
8400	5	Aluminum Entry Doors	22,071.4
8552	10	Awnings	47,295.9
8800	10	Glazing	2,627.5
		Doors and Windows Total	251,062.5
9000		Finishes	
9250	10	Gypsum Board	65,499.5
9300	5	Tile	20,521.1
9500	10	Acoustical Treatment	14,736.3
9680	10	Carpet	23,741.3
9800	10	Painting	94,187.1
		Finishes Total	218,685.8
10000		Specialties	
10500	9010	Lockers	14,188.7
		Specialties Total	14,188.7
12000		Furnishings	
12300	10	Manufactured Casework	43,617.3
		Furnishings Total	43,617.3
15000		Mechanical	
15400	10	Plumbing	195,489.8
15500	10	HVAC	346,836.7

2025 Cost Estimate

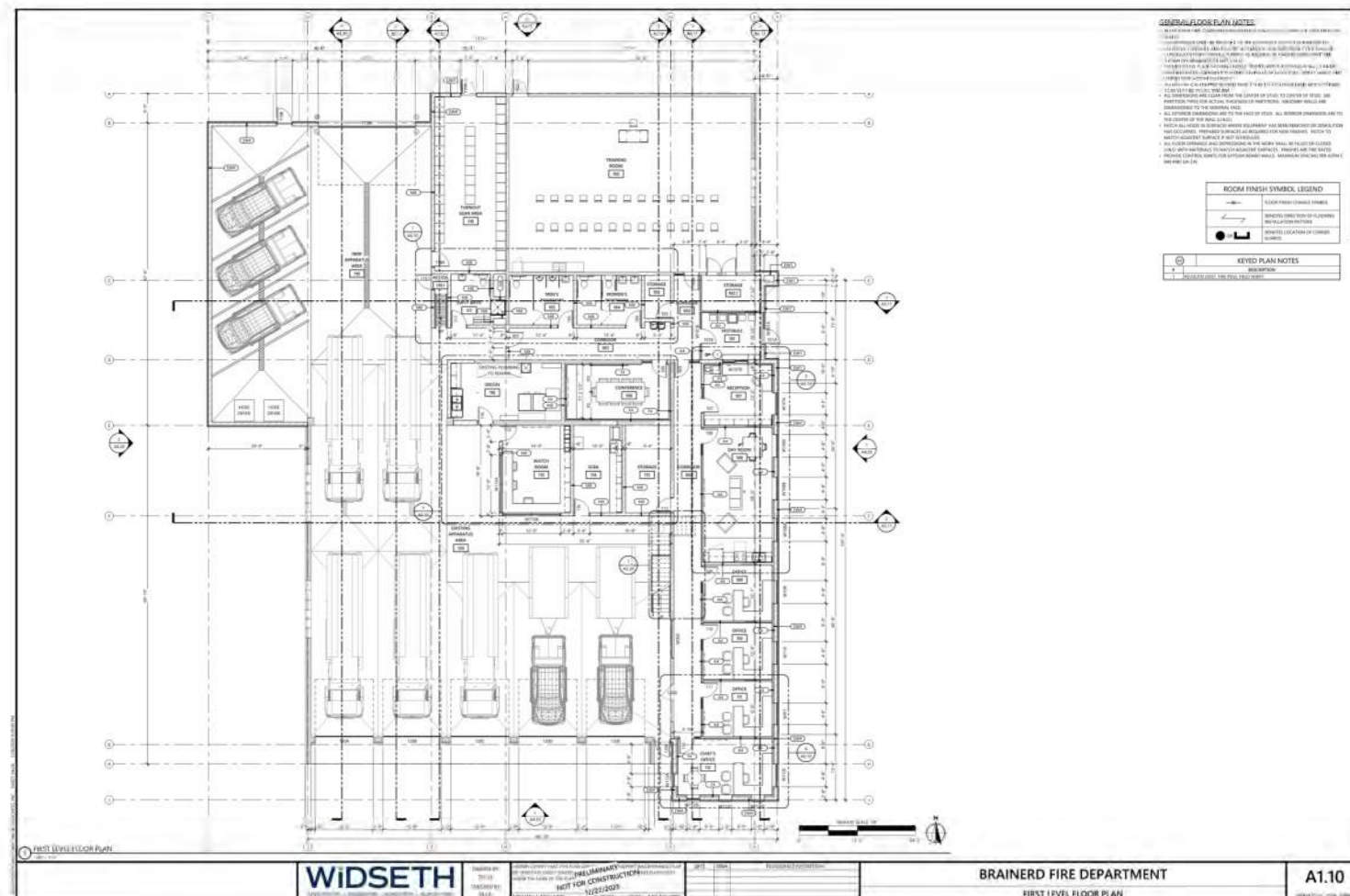
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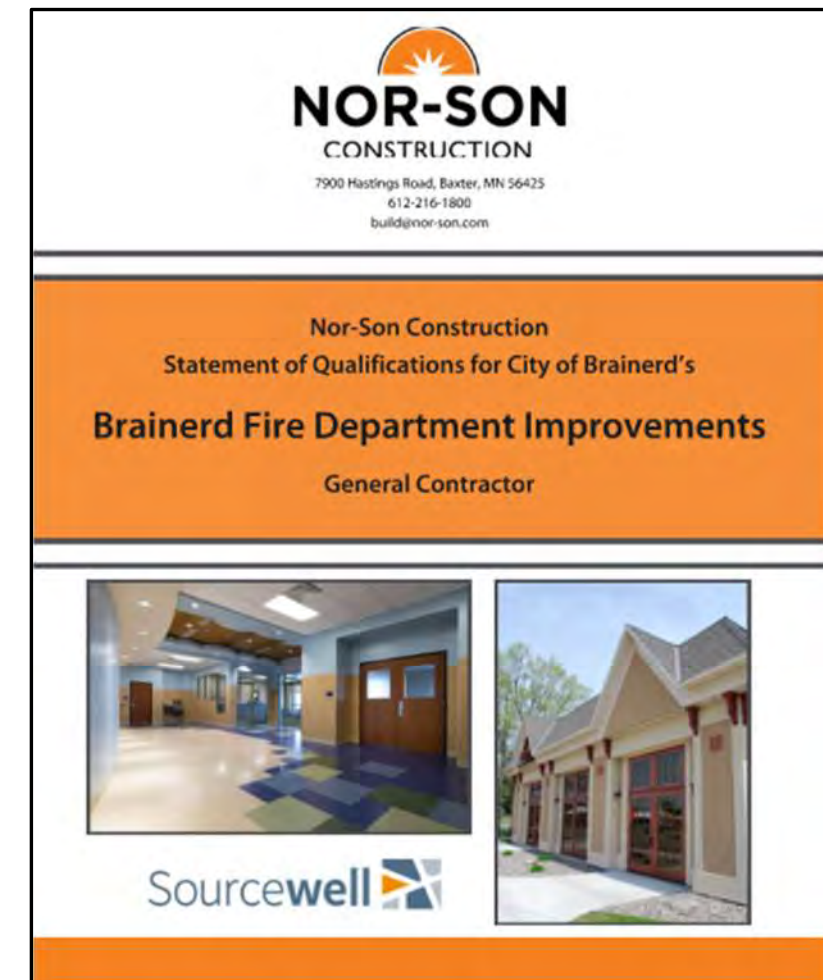
Page 61 of 279

FIRE STATION #1

Project History (2025)



2025 Construction Document Development



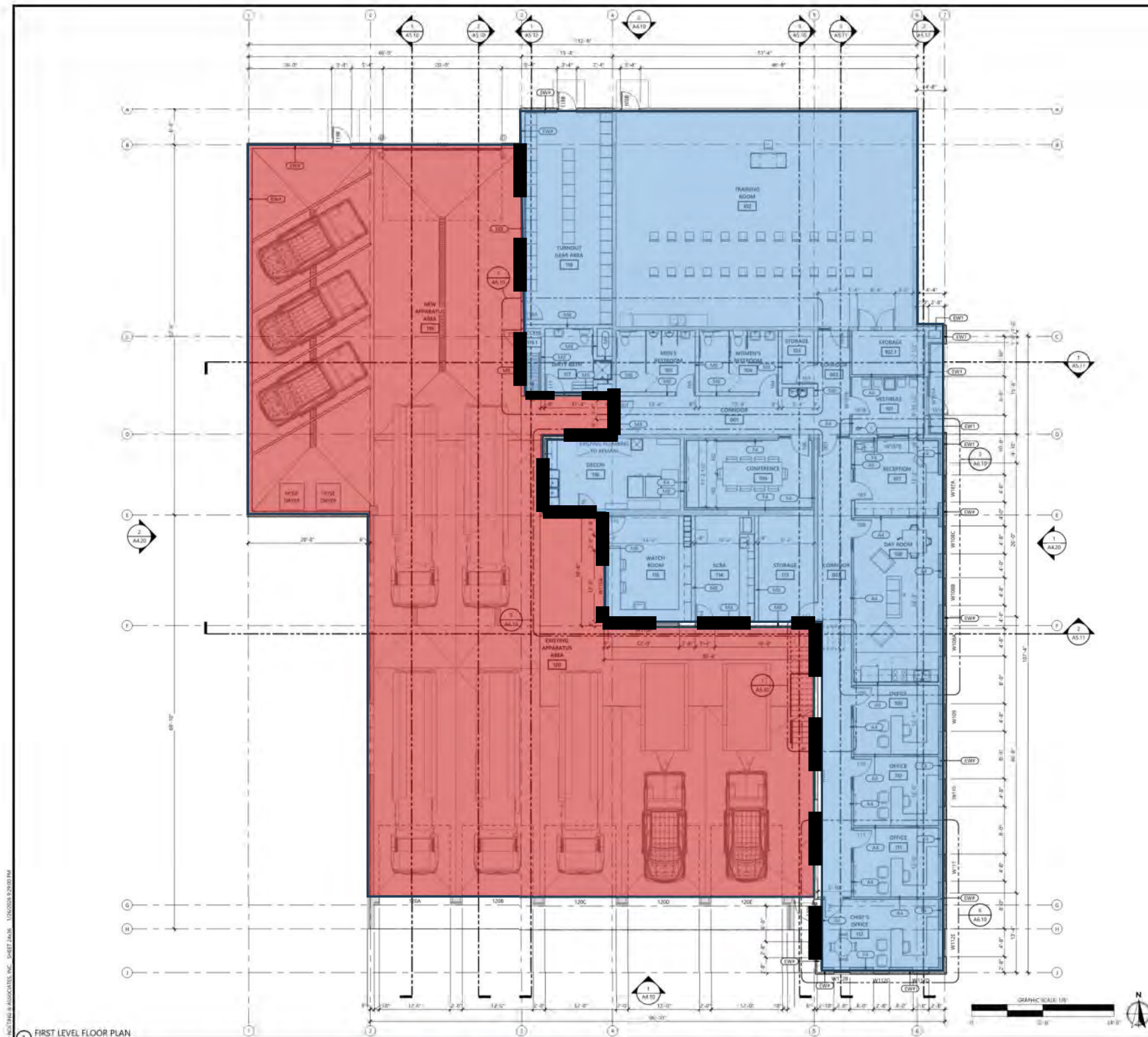
2025 General Contractor RFQ

FIRE STATION #1

Project Priorities

- Dirty Vs. Clean Areas
- Ventilation Systems
- Recruitment and Training
- Decontamination
- Proper Equipment Storage





- GENERAL FLOOR PLAN NOTES:**
- 1. ALL INTERIOR PARTITION WALLS ARE SHOWN AT 1/2" T.C. WITH 5/8" GIVE EACH SIDE (UNLESS NOTED OTHERWISE).
 - 2. DIMENSIONS ARE SHOWN TO THE CENTER OF STUDY TO CENTER OF STUDY. SET PARTITION TYPES FOR ACTUAL THICKNESS OF PARTITION. MAJOR WALLS ARE DIMENSIONED TO THE NOMINAL FACE.
 - 3. ALL EXTERIOR DIMENSIONS ARE TO THE FACE OF STUDY. ALL INTERIOR DIMENSIONS ARE TO THE CENTER OF THE WALL (UNLESS NOTED OTHERWISE).
 - 4. MATCH ALL HOLES IN SURFACES WHERE EQUIPMENT HAS BEEN REMOVED OR DEMOLITION HAS OCCURRED. PREPARED SURFACES AS REQUIRED FOR NEW FINISHES. PATCH TO MATCH ADJACENT SURFACES IF NOT SPECIFIED.
 - 5. ALL FLOOR OPENINGS AND DEPRESSIONS IN THE WORK SHALL BE FILLED OR CLOSED (UNLESS NOTED OTHERWISE) TO MATCH ADJACENT SURFACES. FINISHES ARE FIRE RATED.
 - 6. PROVIDE CONTROL JOINTS FOR GYPSUM BOARD WALLS. MAXIMUM SPACING PER ASTM C 840 AND GA-216.

ROOM FINISH SYMBOL LEGEND	
	FLOOR FINISH CHANGE SYMBOL
	DENOTES DIRECTION OF FLOORING INSTALLATION PATTERN
	DENOTES LOCATION OF DOOR/ GUARDS

KEYED PLAN NOTES	
SYMBOL	DESCRIPTION
	RELOCATE EAST, THIS POLE FIELD VEHICLES

1

FIRST LEVEL FLOOR PLAN

0.0 - 1.1 W

WIDSETH

ARCHITECTS + ENGINEERS + SCIENTISTS + SURVEYORS

DRAWN BY:
D.C.D.

CHECKED BY:
M.J.A.

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

12/22/2025

DATE: 11/11/2025

BRainerd FIRE DEPARTMENT

FIRST LEVEL FLOOR PLAN

A1.10

PROJECT # 2024-10889

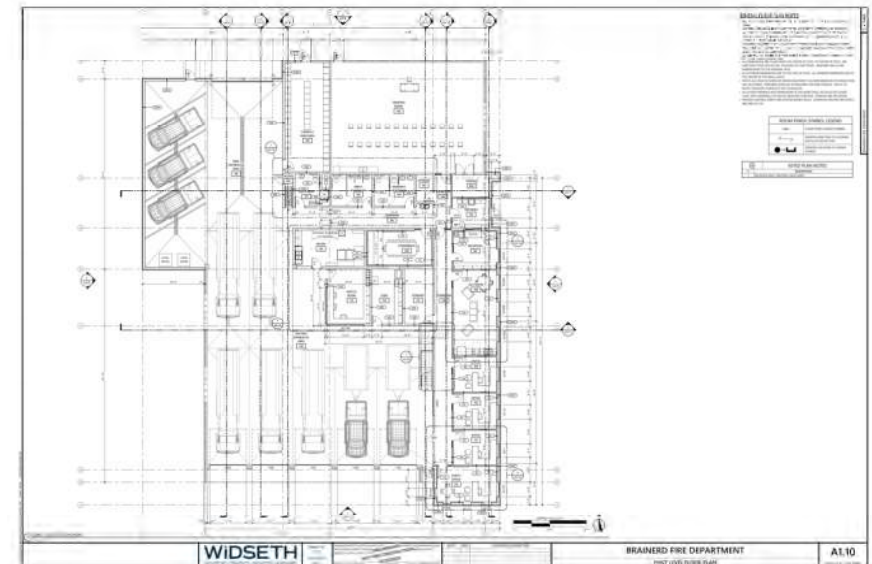
Page 64 of 279

FIRE STATION #1

Project Design Update



- Survey
- Site Plan
- Main Floor Plan
- Mezzanine Floor Plan
- Exterior Renderings





CERTIFICATE OF SURVEY

LOT 1, BLOCK ONE, SHORTRIDGE ADDITION,
SECTION 26, TOWNSHIP 45, RANGE 31,
CROW WING COUNTY, MINNESOTA.

EXISTING LEGAL DESCRIPTIONS:

(According to Doc. No. 328839)

Lot One (1) of Block One (1) of Shortridge Addition except that part described as follows: Commencing at the Northwest corner of Laurel Street and Bluff Avenue as now located, thence North along the West line of said Bluff Avenue as now located for a distance of 171 feet as the place of beginning, thence North along the West line of said Bluff Avenue as now located for a distance of 75 feet, thence at right angles West 150 feet, thence at right angles South 75 feet, thence at right angles East 150 feet to the place of beginning. The avenue and street herein referred to are according to the recorded plat of the original townsite of Brainerd on file in the office of the Register of Deeds for County of Crow Wing and State of Minnesota.

AND

(According to Doc. No. 328840)

That part of Lot One (1) of Block One (1) of Shortridge Addition described as follows: Commencing at the Northwest corner of Laurel Street and Bluff Avenue as now located, thence North along the West line of said Bluff Avenue as now located for a distance of 171 feet as the place of beginning, thence North along the West line of said Bluff Avenue as now located for a distance of 75 feet, thence at right angles West 150 feet to the place of beginning. The avenue and street herein referred to are according to the recorded plat of the original townsite of Brainerd on file in the office of the Register of Deeds for County of Crow Wing and State of Minnesota.

SURVEY NOTES

- The E911 address of the subject property is: 23 Laurel Street, Brainerd, MN.
- Property Identification Number: 41250507
- Total Acreage: 2.1± acres.
- The Mississippi River is classified as a <Lake Type per MN DNR> river.
- The property is zoned "Town Center" according to the Brainerd City zoning map. Building set distances are:
 - Right-of-Way: 50 feet
 - Side Yard: 0-10 feet
 - River: 150 feet
 - Bluff: 30 feet
- This survey was completed without the benefit of a title commitment or opinion. There may be easements or other limiting factors not shown on this survey which affect the subject property.
- The underground utilities shown on this survey are according to observed evidence only. Widseth assumes no responsibility for the completeness and accuracy of these locations. Further locations and verifications are recommended before any construction or excavation.
- The fieldwork was performed in the month of May 2025.

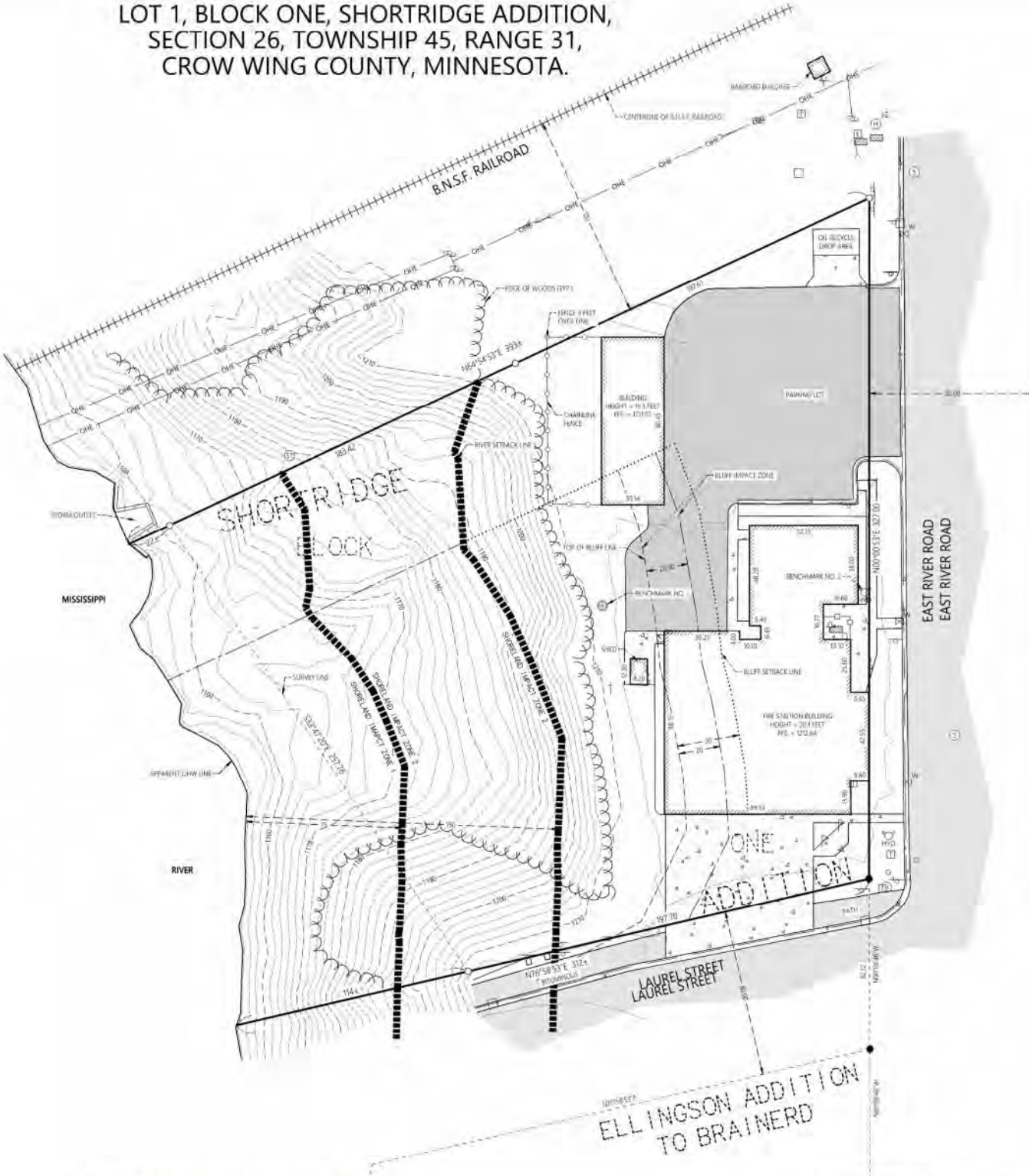
IMPERVIOUS SURFACE COVERAGE:

TOTAL PROPERTY AREA = 92,321± SQ. FT.

IMPERVIOUS SURFACES:

- BUILDING SURFACES = 13,108 SQ. FT.
 - BITUMINOUS SURFACES = 12,589 SQ. FT.
 - CONCRETE SURFACES = 5,684 SQ. FT.
- TOTAL IMPERVIOUS COVERAGE = 31,380 SQ. FT.

$31,380 / 92,321 = 0.3399 \times 100 = 34.0\% \text{ IMPERVIOUS COVERAGE}$



03060

0

30

60

SCALE IN FEET

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE DATABASE, NAD83

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988

BENCHMARK NO. 1 IS LOCATED ON THE TOP OF WELL. ELEVATION = 1213.25

BENCHMARK NO. 2 IS LOCATED ON THE TOP NUT OF HYDRANT. ELEVATION = 1215.04

LEGEND

●

DENOTES FOUND IRON MONUMENT

○

DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE SET AND MARKED BY RLS # <NUMBER>

■

BITUMINOUS PAVEMENT

■

CONCRETE PAVEMENT

—

CURB & GUTTER

—

EDGE OF WOODS

+

FLAG POLE

—

GUY WIRE ANCHOR

—

SIGN - DOUBLE POST

—

SIGN - SINGLE

—

FENCE - CHAINLINK

—

FENCE - WOOD

—

RAILROAD

+

GROUND LIGHT (FLOODLIGHT)

+

LIGHT POLE

+

ELECTRICAL METER

+

PEDESTAL

+

ELECTRIC POLE

+

TRANSFORMER

—

OVERHEAD ELECTRIC WIRE

○

MANHOLE

□

CATCH BASIN

○

INLET STRUCTURE

○

MANHOLE

+

HYDRANT

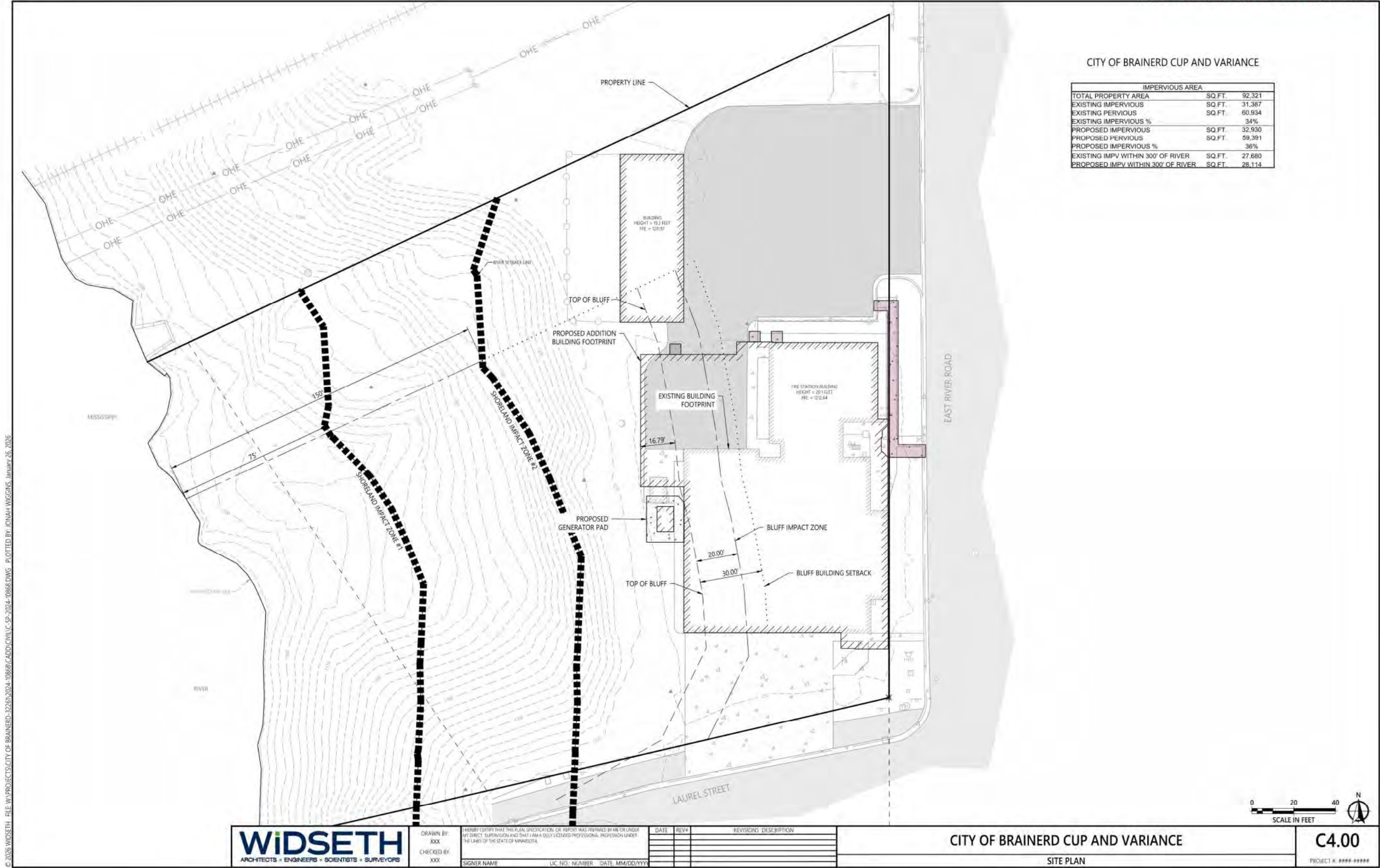
+

WATER MAIN VALVE

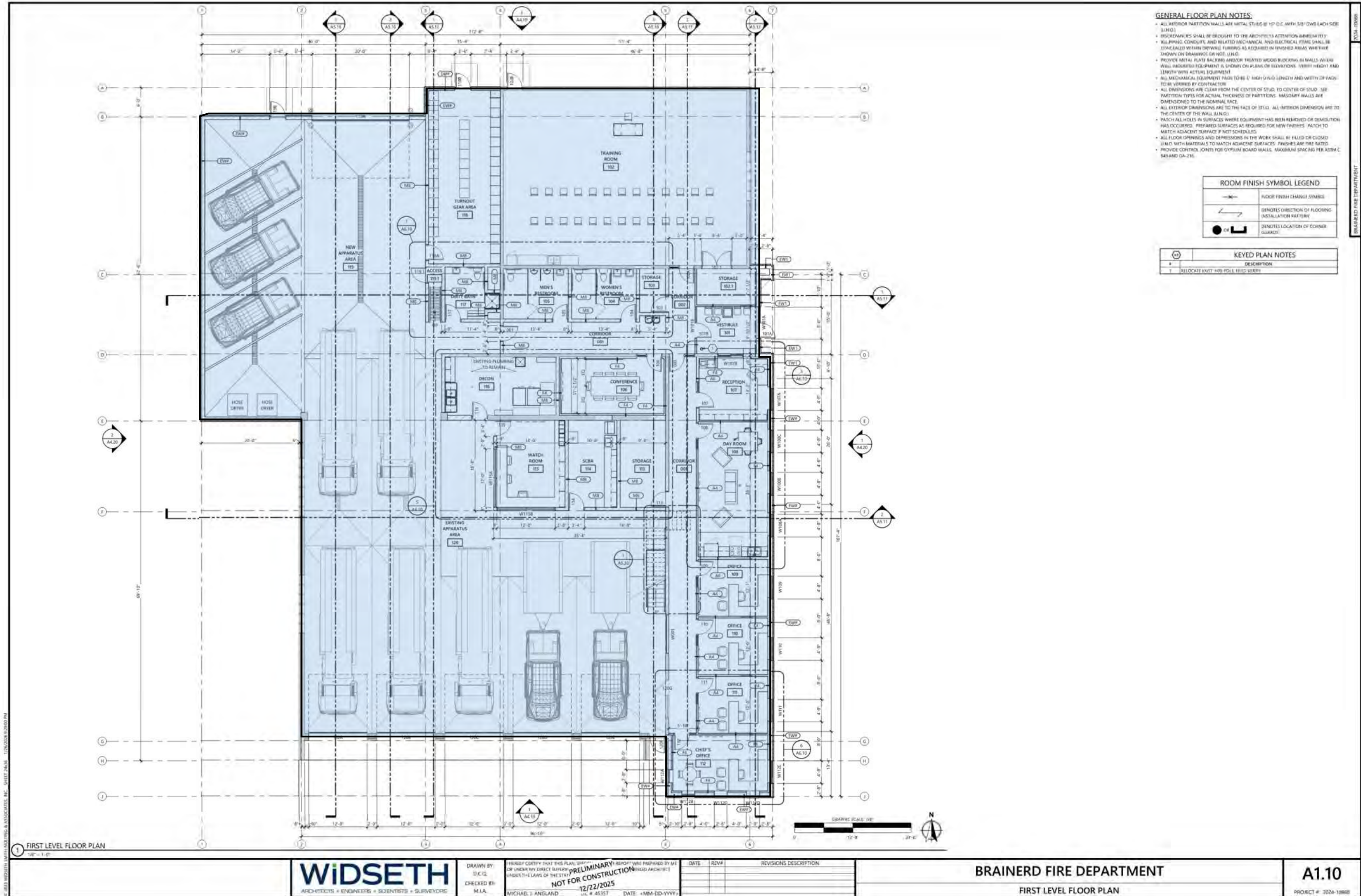
○

COMMUNICATIONS TOWER

WIDSETH ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS	DRAWN BY: ABS CHECKED BY: CMC	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	DATE CHAD M. CONNER LIC. NO.: 41643 DATE: 06/24/2025	AMENDMENT DESCRIPTION	PREPARED FOR CITY OF BRAINERD	PROJECT #: 2024-10868



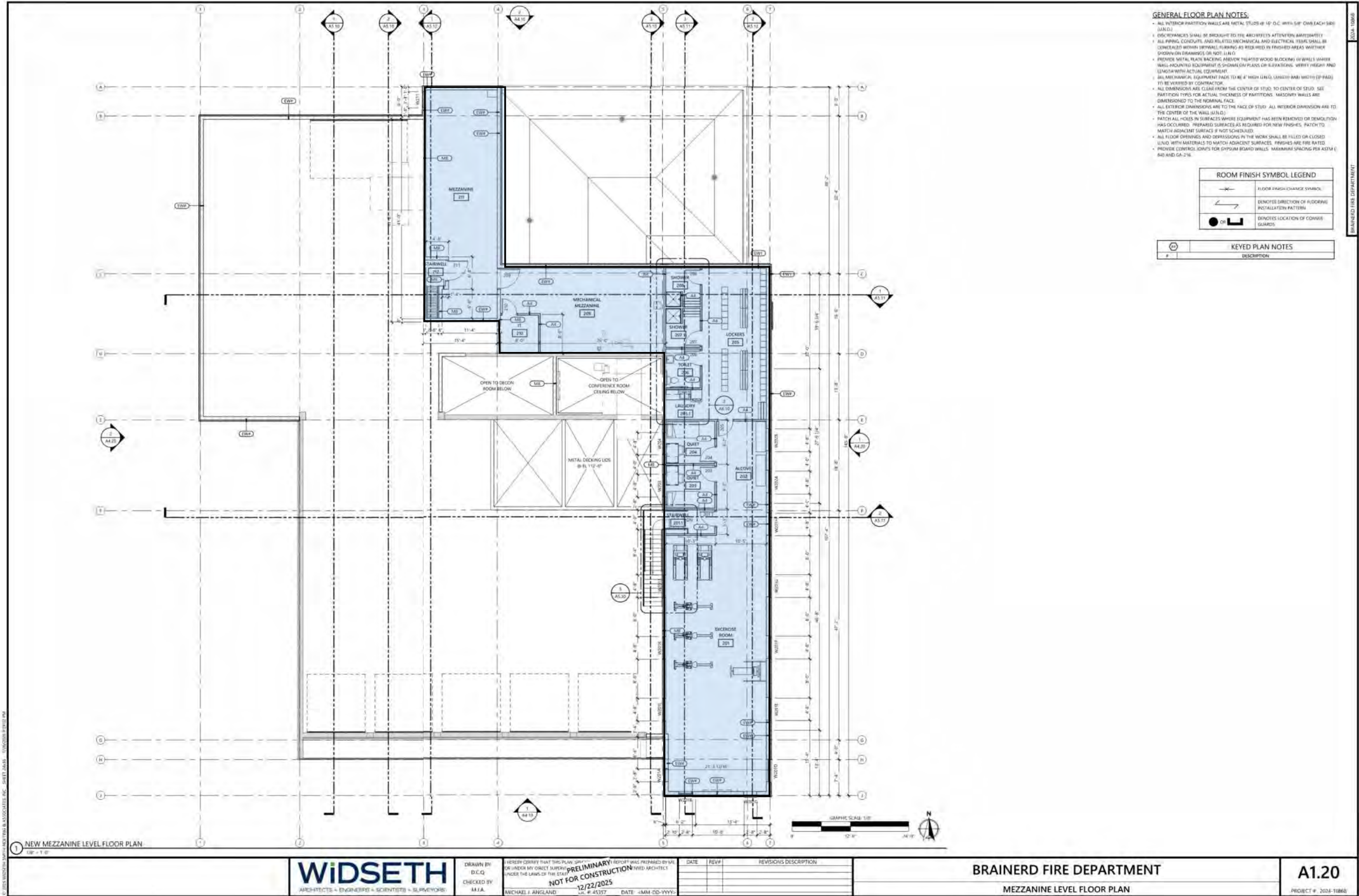
Site Plan



Main
Floor
Plan

Existing
9,928 SF

Proposed
14,127 SF





Exterior Renderings



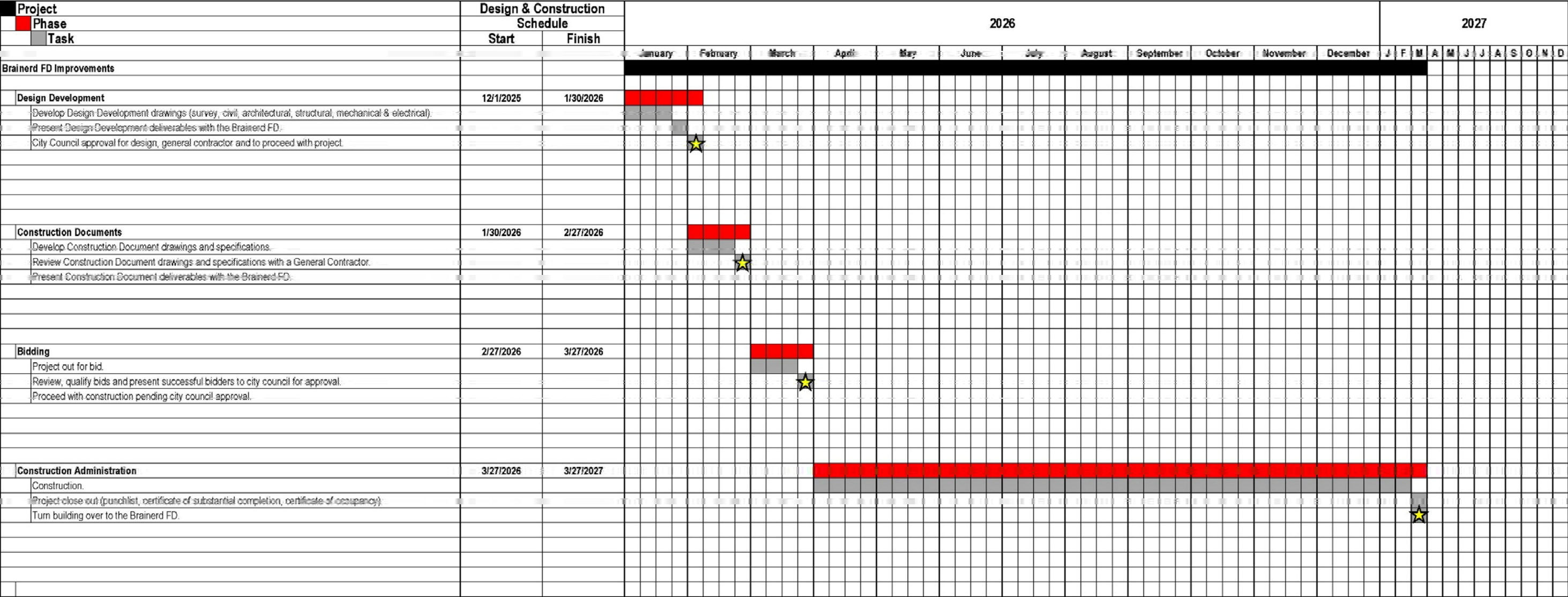
Exterior Renderings

FIRE STATION #1

Project Schedule

- Finalize Design
- Bidding
- Gordian ezIQC Coordination
- Award Contract
- Construction







QUESTIONS

Next Steps

Design Proposal Approval
General Contractor Approval
Design
Construction

December 22, 2025

Tim Holmes
Brainerd Fire Chief
23 Laurel Street
Brainerd, MN 56401

Re: Brainerd Fire Department Improvements Design Services Proposal

To Mr. Holmes,

Thank you for the opportunity to provide you with this proposal for design services for the Brainerd Fire Department Improvements project. Widseth has enjoyed working with you on developing the scope, schedule and budget for this project, throughout 2025 and we look forward to completing the design of this project in 2026. Based on the pricing exercise during the spring of 2025, the anticipated project cost will be approximately 5.5 million dollars with construction scheduled to take place in 2026. The Gordian process will be utilized by the City of Brainerd to work with a general contractor to bid and construct the project. Please refer to the following description of the project and scope of our professional services.

Design Development Phase (\$114,000.00)

- *Design Development* – Widseth will further develop the floor plans, exterior elevations, and a site plan upon approval of the Schematic Design Phase. The overall building design will be developed in more detail and the drawings will begin to incorporate all disciplines, which include civil, architectural, structural, mechanical, and electrical.
- *Deliverables* – The deliverables during the Design Development phase will consist of the following:
 - o Civil
 - Site plan, utility plan, and stormwater plan.
 - o Architectural
 - Code review, floor plans, exterior elevations, interior renderings of the commons, typical double queen and king rooms and exterior renderings, building sections, details, door & window schedules, room finish schedules and interior elevations.
 - o Structural
 - Foundation & framing plans.
 - o Mechanical
 - Plumbing and HVAC plans.
 - o Electrical
 - Power, data and lighting plans.
 - o Structural
 - Foundation & framing plans and details.

Construction Document & Bidding Phase (\$159,600.00 + 11,400.00 = \$171,000.00)

- *Construction Documents* - Upon approval from you on the final design, Widseth will prepare Construction Documents to be competitively bid and to the applicable agencies for plan review and permitting. During the bidding process, Widseth will address questions from bidders and issue addendums to provide clarification if needed. Widseth will also assist in reviewing bids and issuing construction contracts to the successful bidders. Construction Documents will consist of the following drawings and specifications:
 - o Civil

- Site removals, utilities, proposed improvements, stormwater design, striping plan.
 - o Landscape Architecture
 - Plantings, ground cover adjacent to the building and parking areas.
 - o Architectural
 - Code review, floor plans, exterior elevations, building sections, details, door & window schedules, room finish schedules and interior elevations.
 - o Structural
 - Foundation & framing plans and details.
 - o Mechanical
 - Plumbing and HVAC plans.
 - o Electrical
 - Power, data and lighting plans.
- *Deliverables* – The deliverables during the Construction Document and Bidding Phases will consist of the following:
 - o Drawings and specifications.
 - Hard copies and electronic files.
 - o Permits
 - City of Brainerd
 - Commercial building permit application.
 - Plumbing plan review.

Construction Administration (Hourly / Approximately \$95,000.00)

- *Construction Administration* - Throughout construction, Widseth will answer contractor questions and will make site visits, at intervals appropriate to the stage of construction to observe construction work and verify it is in conformance with the contract documents. Shop drawings will also be submitted to Widseth for review to ensure all materials, equipment, structural components, and fixtures are in compliance with specified products. Our role during construction administration will be to serve as an advocate for you regarding the quality of work that occurs on site, approving payment of contractor invoices, and the follow-up regarding warranties.
- *Deliverables* – The deliverables during the Construction Administration phase will consist of the following:
 - o Shop Drawing Review
 - The Construction Documents will specify information pertaining to the products and execution for construction. Shop drawings of construction materials, equipment, structural components and fixtures will be submitted to Widseth for review for conformance with the design intent.
 - o Pay Applications
 - Widseth will review monthly pay applications from contractors and approve them based on the accuracy of work complete and materials purchased.
 - o Site Visits
 - Widseth will review the project site throughout construction at appropriate intervals.
 - o Punch List
 - The Widseth team will provide a punch list of items that need to be addressed at project close out time. This list will be distributed to all contractors and the items will need to be addressed prior to final payment.

- o Project Closeout
 - Widseth will request hard copies and digital copies of all owner manuals and equipment information.
- o Construction Staking Services
 - The Widseth survey team can provide construction staking services upon request.

Any service not specifically described herein to be performed, if mutually agreed to by the Owner and Widseth, will be considered an Additional Service. This will result in an increase in Widseth's professional services fee and an adjustment in the contract time.

Thank you for the opportunity to meet with you and to present this proposal for the Brainerd Fire Department Improvements project. Widseth has the availability to begin working on this project immediately if you find this proposal acceptable. Please reach out to us with any questions that you may have regarding the proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Angland".

Mike Angland, AIA LEED AP
Vice President

Attachments: Widseth Fee Schedule, General Conditions

Proposed by Widseth Smith Nolting & Assoc., Inc.



Mike Angland, AIA, LEED AP
Vice President
Widseth Smith Nolting

The above proposal is satisfactory and Widseth is authorized to do the work as specified.

Date

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge, as calculated under Minnesota Statute §549.09, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall, to the extent of the law, indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH shall review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. To the extent item or component costs increased from the time the project was bid, those increases, along with costs incurred for adding the item or component after the fact that otherwise would not have been incurred, do not constitute an upgrade or enhancement.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

Subject to Article 14, CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$1,500,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

5 Simple Steps to Smarter Construction Procurement

Bring speed and efficiency to the construction procurement process with ezIQC®. Available through cooperative purchasing networks, ezIQC provides access to competitively awarded contractors. By following the simple steps below, ezIQC allows you to get your project started quickly.

Step 1



Joint Scope Meeting

Once project information is received, Gordian will contact you to schedule a Joint Scope Meeting at the site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate misunderstandings and mistakes. This upfront, open communication often results in more cost-effective, collaborative solutions.

Step 2



Detailed Scope of Work

Gordian helps you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

Step 3



Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC). The contractor submits the Price Proposal along with a construction schedule and list of proposed local contractors.

Step 4



Price Proposal Review

Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. The reviewed Price Proposal is submitted for your final review.

Step 5



Purchase Order Issued

Once you are 100 percent satisfied with the Price Proposal, construction schedule, proposed subcontractors and have received and approved any other required documents (e.g. bonds, certificates of insurance, etc.), you can issue a purchase order for the contractor to proceed.





City Council Agenda Request

MEETING DATE: February 2, 2026

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

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

PRESENTER: Paul Sandy, Public Utilities Director, Jessie Dehn, City Engineer **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE

Upon review by the City Council at its last regularly scheduled meeting, and review and approval by the Public Utilities Commission and Park Board at their meetings on January 27, City staff is requesting Council authorization to solicit proposals for 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 authorization for a solicitation 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 two-year term (2027–2029) pursuant to Council direction, 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 up to a maximum contract limit of \$500,000, pursuant to Council direction. 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. If contracts are expected to exceed the

\$500,000 threshold, staff would solicit full RFP's for the defined scope of services to consultants.

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 authorizing of the solicitation of Pool Engineering Services Letters of Interest (LOI) and Statement of Qualifications (SOQ) to consultants and provide a recommendation to the City Council, Public Utilities Commission, and Park Board related to the multi-award, on-call consultant pool.

FINANCIAL IMPACT

There is no financial impact related to this solicitation.

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

**Professional Engineering and Architecture Services Pool
(On-Call Roster): 2027 - 2029**

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 consultant roster for a period of up to two (2) years, with options to extend at the discretion of the City of Brainerd. Individual task orders issued under the consultant pool shall not

exceed a total professional services fee of \$500,000. Task orders will be negotiated on a project-by-project basis. For specific projects, the City may solicit mini-proposals from firms on the approved roster.

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, 2029. 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 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 two-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: February 2, 2026

TITLE OF ITEM: Oversizing and Extension of Watermain Infrastructure and the Oversizing of the Sanitary Sewer Lift Station and Mains - Voyageur Heights Apartments

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer, Paul Sandy, Public Utilities Director, James Kramvik, Community Development Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer, Paul Sandy, **ESTIMATED TIME (MIN):** 5 Minutes
Public Utilities Director

SUMMARY OF ISSUE

Staff have been working collaboratively with Kuepers Construction on the development and construction of utility and street extensions south of Woodland Hills Lane and west of Greenwood Street to serve a proposed multi-building apartment complex. As part of the planned utility construction, staff have been working collaboratively with the developer's engineer, Westwood Professional Services, on the design and application of City standards for publicly owned utility and street infrastructure. Through this process, staff and the developer have jointly reviewed applicable City Standards to ensure consistency between the proposed construction and City requirements, confirming that any infrastructure intended to be owned, operated, and maintained by the City meets all applicable City standards.

Projects of this nature provide the City with an opportunity to evaluate the property under consideration for development, as well as to assess the potential for upsizing utility infrastructure to accommodate future development in the surrounding area. These discussions have been mutually beneficial to both the City and the developer, as they allow for coordination on the infrastructure necessary to serve the proposed development while also identifying opportunities to oversize utilities to support adjacent properties and enhance redundancy within the City's existing utility system. The proposed Developer's Agreement includes language describing the City's responsibilities for funding the upsizing and extension of utilities beyond what is necessary for the Voyageur Heights project, based on what is directed by the City Council.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Watermain

From a watermain perspective, discussions initially focused on site-specific fire flow requirements necessary to serve the proposed development. These discussions evolved into a more comprehensive review, including detailed system modeling and evaluation of potential future watermain extensions and looping opportunities in the immediate vicinity of the project.

Water service to the proposed development is anticipated to be provided from the existing 12-inch watermain stub located at the intersection of Greenwood Street and Woodland Hills Lane. While the development requires a 10-inch water service line to meet on-site fire suppression demands, broader system modeling and prior analysis—performed under previous contracts with SEH to evaluate and improve water quality and pressure in the City’s south pressure zone—have long identified the need to loop the existing 12-inch watermain at this location to the area south of TH 371B near Andrew Street. Excerpts from this water system analysis are included as attachments to this request.

In conjunction with the required 10-inch service line for the development, the Public Utilities Commission approved the upsizing of the proposed watermain within Greenwood Street and Voyageur Drive to a 12-inch main to better serve future City needs and other potential development in this area. The PUC also authorized to extend the watermain from its current terminus at the intersection of Greenwood Street and the new Voyageur Drive south to the intersection of Greenwood Street and TH 371B. This extension would allow for a future project to cross TH 371B and connect to the existing watermain system near Andrew Street.

As part of this extension, watermain stubs would be installed at the intersection of Greenwood Street and Woodland Hills Lane to facilitate future looping of Crestview Lane and Ridge Drive South, as well as a stub to serve the parcel east of Greenwood Street and south of Teen Challenge for future development. Based on completed system modeling, the proposed looping significantly increases water pressure in the Andrew Street area and provides system redundancy for the broader Buffalo Hills and Andrew Street service areas (see attached water modeling).

The total estimated cost to upsize the proposed watermain from a 10-inch to a 12-inch main is \$140,144, which includes a 25 percent contingency given the current phase of design. For planning and budgeting purposes, staff are utilizing a rounded estimate of \$150,000 for the watermain upsizing and associated extension of the 12-inch main. Staff are requesting the Council follow the recommendation by PUC to authorize the use of Water Access Charges (WAC) generated by the project to fund the oversizing and extension of the watermain. The estimated WAC to be collected from the first three buildings of the development is \$159,600, which is sufficient to cover the anticipated costs of the proposed improvements.

Sanitary Sewer

Similar to the watermain evaluation, staff and the developer’s engineer have reviewed the sanitary sewer collection system required to serve the proposed development, as well as the potential to accommodate future development in the surrounding area. A City-owned lift station is currently planned at the north end of the project site to collect wastewater from the development and convey it to the existing gravity sewer located at the intersection of Crestview Lane and Woodland Hills Lane.

The proposed development itself only requires an 8-inch gravity sanitary sewer and a 4-inch forcemain, along with a smaller lift station sized to serve the project site exclusively. However, staff has evaluated the broader service area and identified multiple locations with strong potential for future development, including Greenwood Street south of TH 371B, the parcel east of Greenwood Street and south of Teen Challenge, and additional parcels west of the project area. The existing depths of the gravity sanitary sewer in this area are sufficient to allow for future sewer extensions east and south from the intersection of Greenwood Street and Voyageur Drive.

To adequately plan for and accommodate this anticipated future development, staff is proposing to upsize the City-owned sanitary sewer infrastructure within the project area. This includes upsizing the gravity sanitary sewer from 8 inches to 12 inches in diameter, upsizing the lift station from the proposed RC 509 to the RC 611 lift station package (as shown in the attached materials), and upsizing the forcemain from 4 inches to 6 inches in diameter.

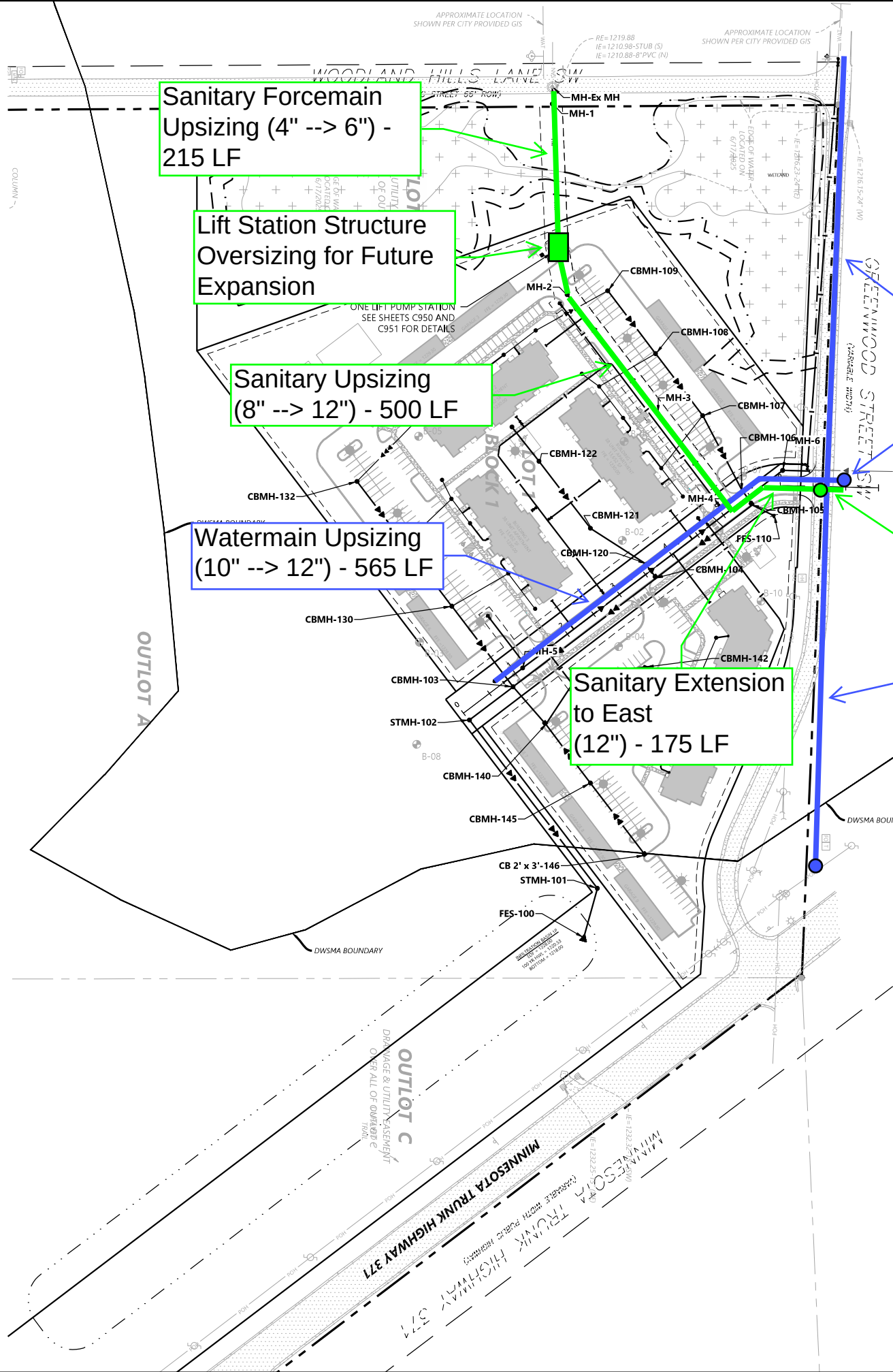
Consistent with the approach taken for the watermain improvements, staff is requesting Council follow the recommendation from the Public Utilities Commission to fund the sanitary sewer collection system and lift station/forcemain upsizing through the use of Sanitary Availability Charge (SAC) funds generated by the project. The total estimated cost for the proposed upsizing is \$115,000. The estimated SAC revenue to be collected from the three buildings included in Phase 1 of the development is \$216,600. If approved, the upsizing would be fully funded by SAC revenues from the development, with the remaining SAC funds retained by the City for future sanitary sewer upsizing and infrastructure improvement projects.

RECOMMENDED ACTION/MOTION

Staff recommends approval of the oversizing plan for the Voyageur Heights project, including the upsizing of the watermain, gravity sanitary sewer, and lift station/forcemain infrastructure as described. Staff further recommends approval of the use of Water Access Charges (WAC) collected for the project to fund the watermain upsizing and approve the use of Sanitary Availability Charges (SAC) to fund the oversizing of the lift station, forcemain, and gravity sanitary main.

FINANCIAL IMPACT

The total estimated cost for the watermain upsizing is \$150,000, and the total estimated cost for the sanitary sewer upsizing is \$115,000. The estimated Water Access Charges (WAC) and Sanitary Availability Charges (SAC) to be collected as part of the project are \$159,600 and \$216,600, respectively.



UTILITY LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		DRAIN TILE
		WATER MAIN
		HYDRANT
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		GATE VALVE
		FLARED END SECTION (WITH RIPPED)
		LIGHT POLE

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

Watermain Expansion/ Upsizing

**Greenwood Street
Upsizing (10" --> 12")**
\$30,000

**Future Development
Stub to East (8")**
\$17,500

**Greenwood Street
Extension to TH 371B
(12")**
\$85,000

**Voyageur Drive Upsizing
(10" --> 12")**
\$17,500

**Total Upsizing/
Extension Estimate**
\$150,000

Sanitary Sewer Expansion/ Upsizing

**Sanitary Extension to
East (12")**
\$28,000

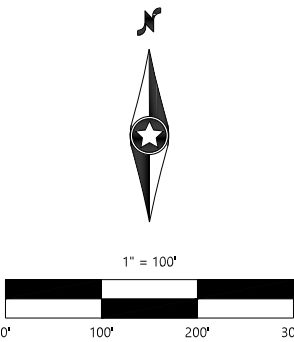
**Future Development
Stub to East (8")**
\$4,000

**Sanitary Upsizing, North-
South Line(8" --> 12")**
\$6,500

**Sanitary Forcemain
Upsizing (4" --> 6")**
\$1,500

**Lift Station Structure
Oversizing**
\$75,000

**Total Upsizing/
Extension Estimate**
\$115,000



FOR PERMIT APPROVAL

DESIGNED:	8/29/2025
CHECKED:	
DRAWN:	
HORIZONTAL SCALE:	
VERTICAL SCALE:	

PREPARED FOR:
KUEPERS, INC
17018 COMMERCIAL PARK RD
BRainerd, MN

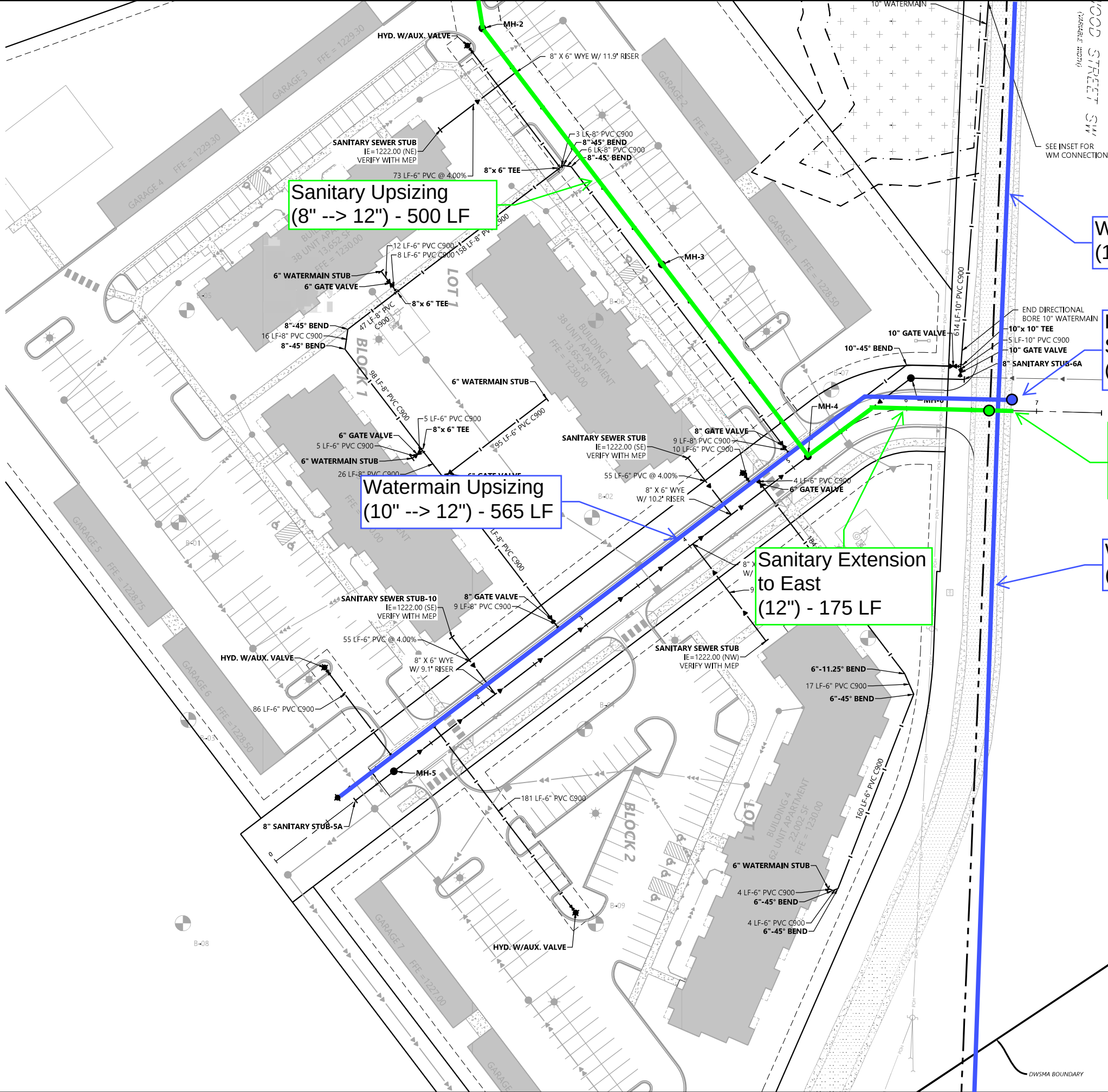
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
DAVID BADE
8/29/2025
LICENSE NO. 40409

**KUEPERS -
BRainerd -
VOYAGEUR
HEIGHTS**
BRainerd, MN

Westwood
17018 Commercial Drive, Suite #300
Brainerd, MN 56601
Phone: (853) 937-5150
Fax: (853) 937-5150
westwoodps.com

**OVERALL
UTILITY PLAN**

SHEET NUMBER:
C500
DATE: 8/29/2025
PROJECT NUMBER: 0068943



UTILITY LEGEND

EXISTING	PROPOSED

PROPERTY LINE
EASEMENT LINE
CURB AND GUTTER
SANITARY SEWER
SANITARY SEWER FORCE MAIN
STORM SEWER
WATER MAIN
HYDRANT
UNDERGROUND ELECTRIC
OVERHEAD ELECTRIC
GATE VALVE
FLARED END SECTION (WITH RIPRAP)
LIGHT POLE

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Watermain Upsizing
(10" --> 12") - 614 LF

Future Development
Stub to East
(8") - 25 LF

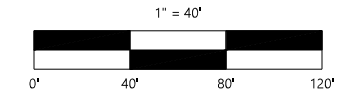
Future Development
Stub to East
(8") - 35 LF

Watermain Extension
(12") - 628 LF

Sanitary Upsizing
(8" --> 12") - 500 LF

Watermain Upsizing
(10" --> 12") - 565 LF

Sanitary Extension
to East
(12") - 175 LF



FOR PERMIT APPROVAL

DESIGNED:	8/29/2025
CHECKED:	
DRAWN:	10/09/2025
FINAL PUD PLANS:	
1/5/2026	
HORIZONTAL SCALE: 40'	
VERTICAL SCALE: 8' or 4'	

PREPARED FOR:
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17018 COMMERCIAL PARK RD
BRainerd, MN

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BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL
REQUIREMENTS OF THE STATE OF MINNESOTA
DAVID BADE
8/29/2025 LICENSE NO. 40409

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BRainerd, MN

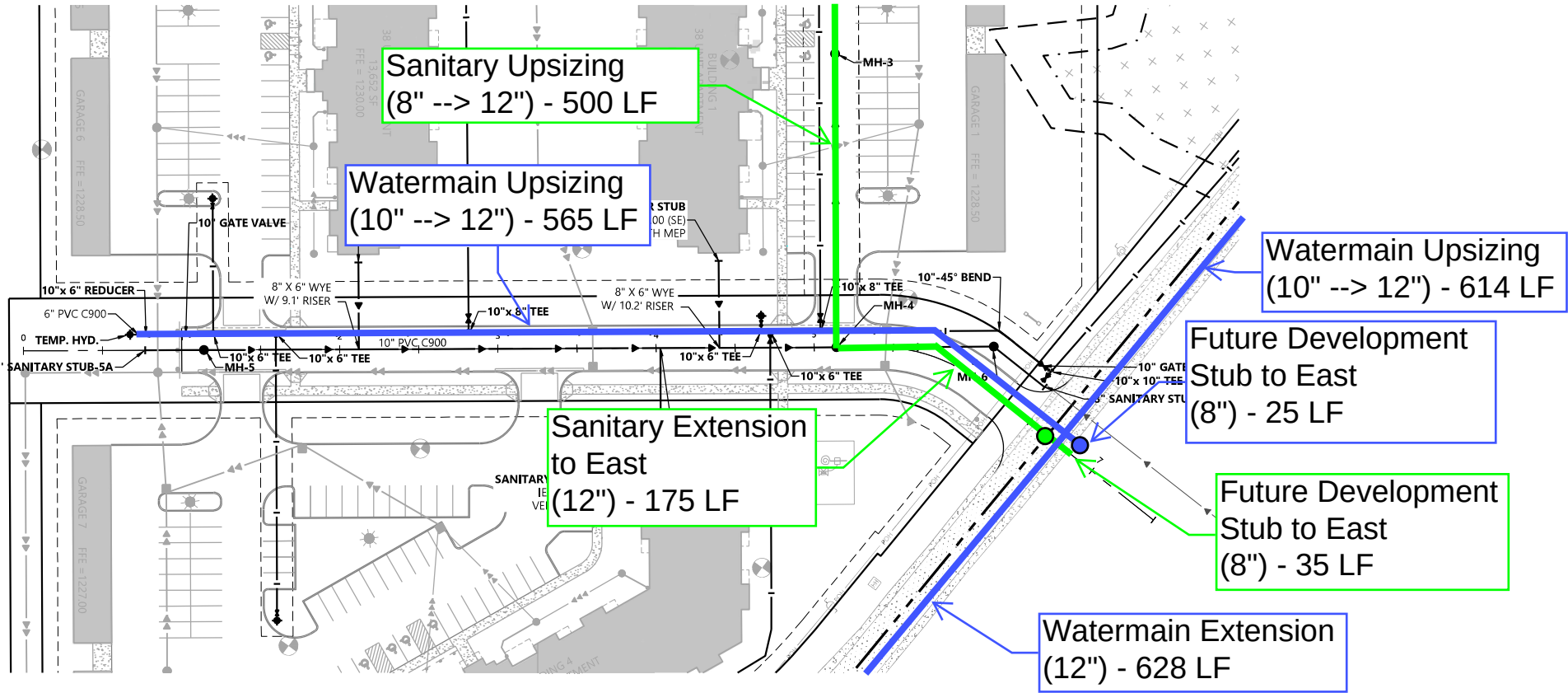
Westwood
13701 Whitestar Drive, Suite #300
Minneapolis, MN 55434
Phone: (952) 937-5150
Fax: (952) 937-5150
westwoodps.com
Westwood Professional Services, Inc.

**SANITARY
SEWER &
WATERMAIN
PLAN**

SHEET NUMBER:

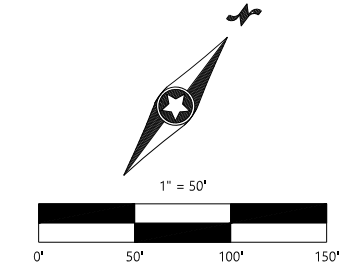
C501

DATE: 8/29/2025



UTILITY LEGEND

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	GATE VALVE
---	---	FLARED END SECTION (WITH RIPRAP)
---	---	LIGHT POLE



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Common Ground Alliance

DESIGNED:
CHECKED:
DRAWN:
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 1" = 5'

INITIAL ISSUE: 8/29/2025
REVISIONS: 10/09/2025 PUD PLANS
1/7/2026 FINAL PUD PLANS

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17018 COMMERCIAL PARK RD
BRainerd, MN

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REQUIREMENTS OF THE STATE OF MINNESOTA
DAVID BADE 8/29/2025 LICENSE NO. 40409

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HEIGHTS**
BRainerd, MN

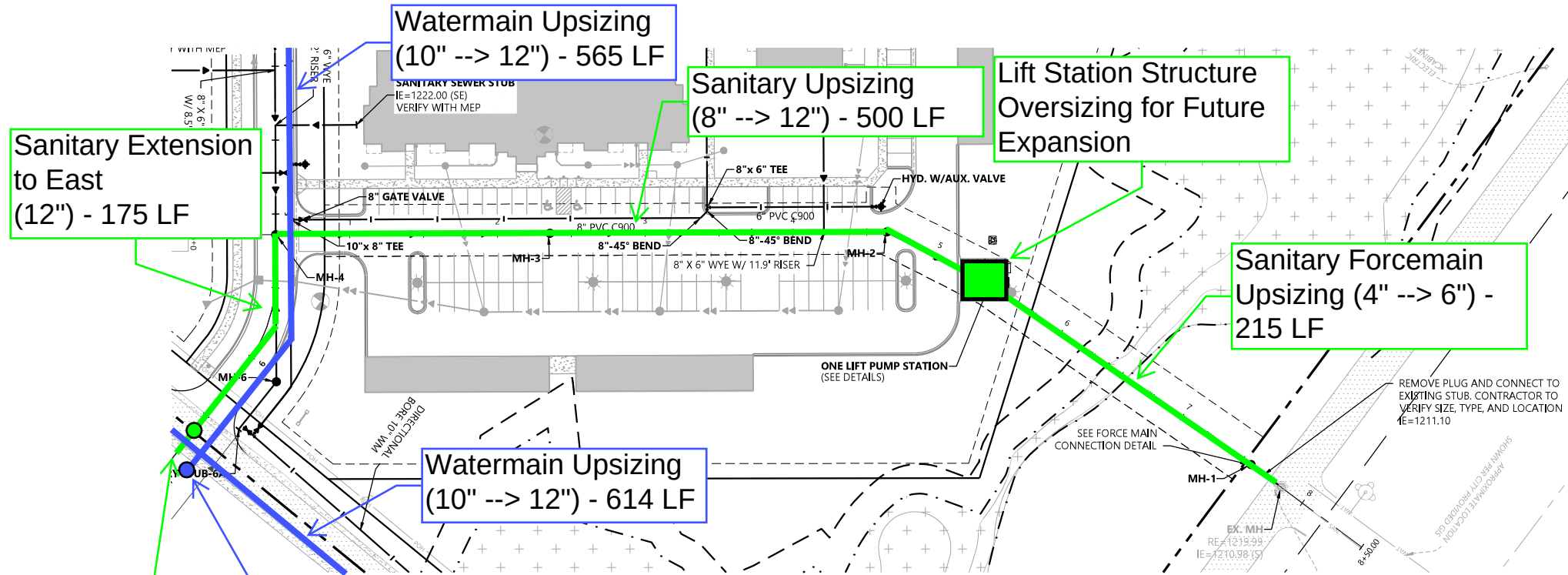
Westwood
13701 Whiteoak Drive, Suite #300
Minneapolis, MN 55443
(952) 937-5150
(888) 937-5150
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Westwood Professional Services, Inc.

SANITARY
SEWER &
WATERMAIN
PROFILE

SHEET NUMBER:
C502

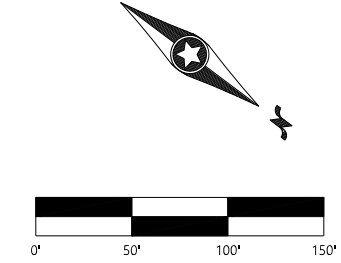
DATE: 8/29/2025
PROJECT NUMBER: 0068943

KUEPERS BRainerd - VOYAGEUR HEIGHTS



UTILITY LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		WATER MAIN
		HYDRANT
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE



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CHECKED:
DRAWN:
HORIZONTAL SCALE##
VERTICAL SCALE# of #

INITIAL ISSUE: 8/29/2025
REVISIONS: 10/09/2025 PUD PLANS
1/7/2026 FINAL PUD PLANS

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17018 COMMERCIAL PARK RD
BRainerd, MN

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE
BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL
REQUIREMENTS OF THE STATE OF MINNESOTA
DAVID BADE 8/29/2025 LICENSE NO. 40409

**KUEPERS -
BRainerd -
VOYAGEUR
HEIGHTS**
BRainerd, MN

Westwood
13701 Whiteoak Drive, Suite #300
Minnetonka, MN 55343
Phone: (952) 897-5150
Toll Free: (888) 897-5150
westwoodps.com
Westwood Professional Services, Inc.

SANITARY
SEWER &
WATERMAIN
PROFILE

SHEET NUMBER:
C503

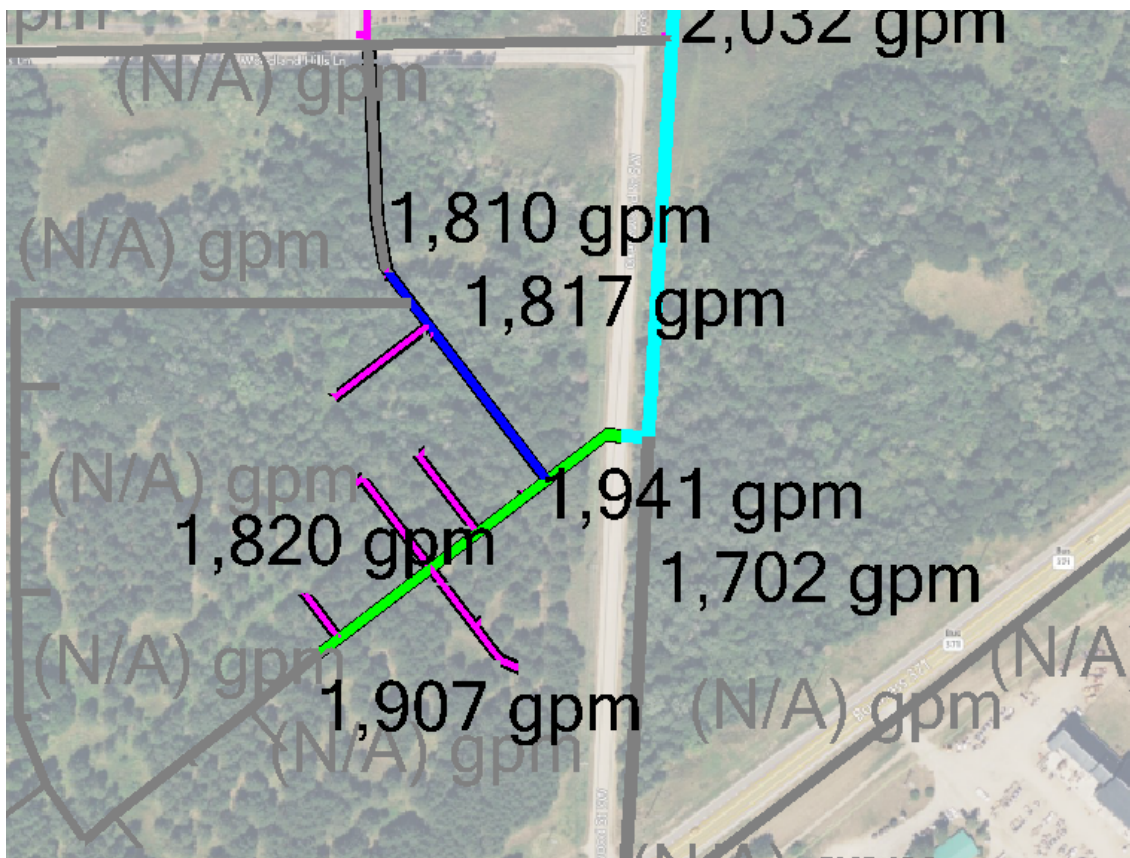
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PROJECT NUMBER: NA0068943-00

KUEPERS BRainerd - VOYAGEUR HEIGHTS

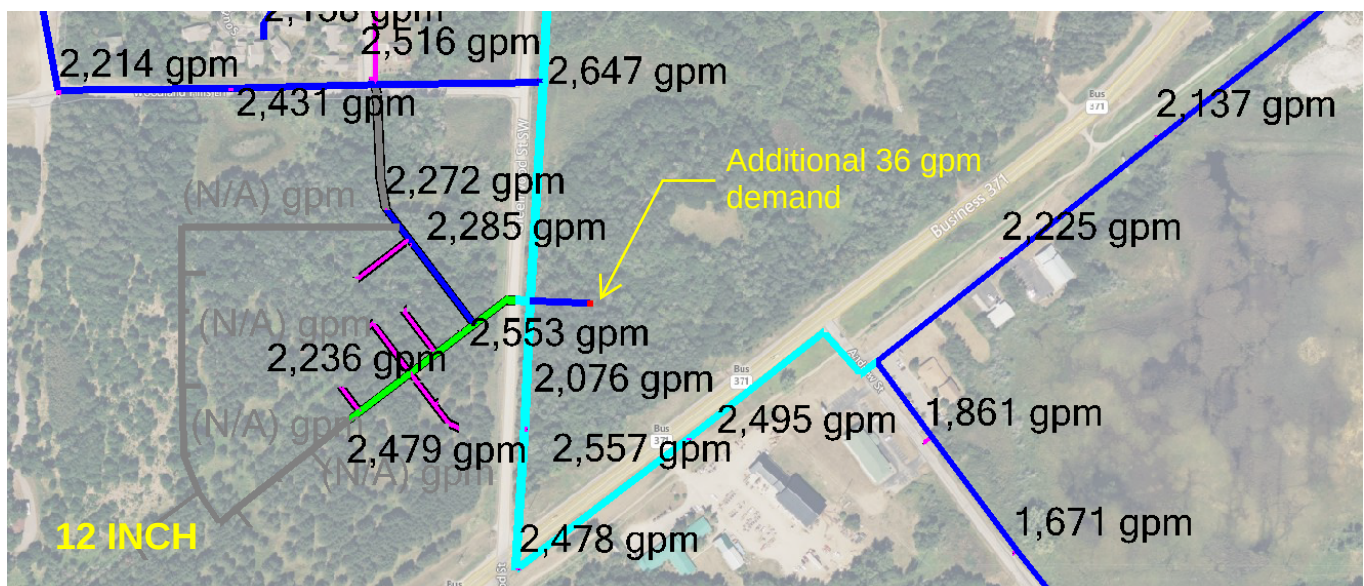
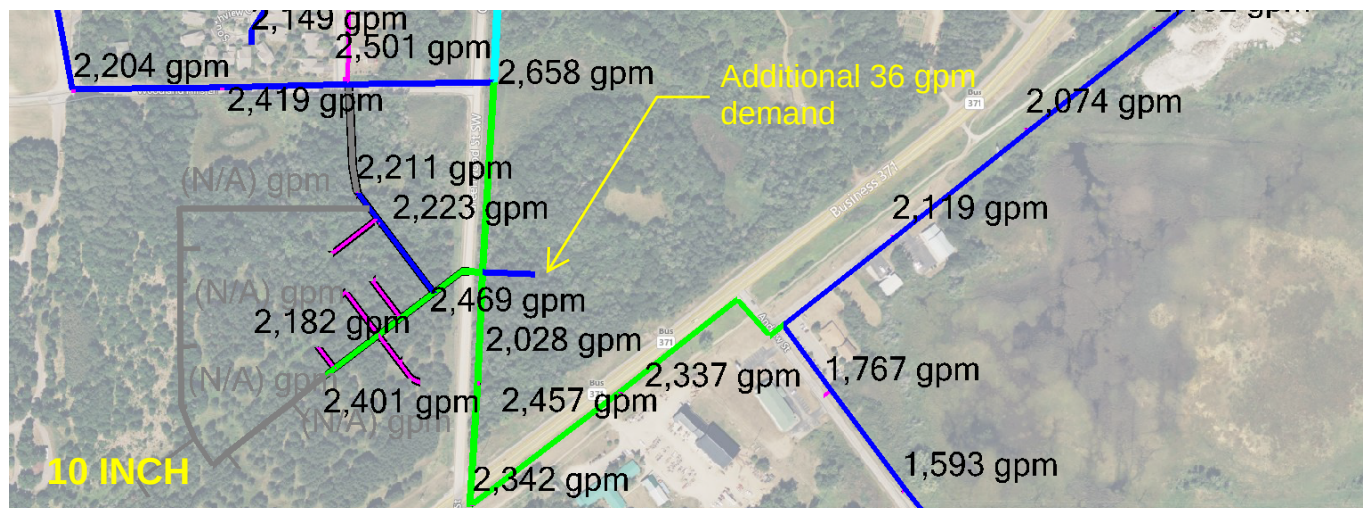
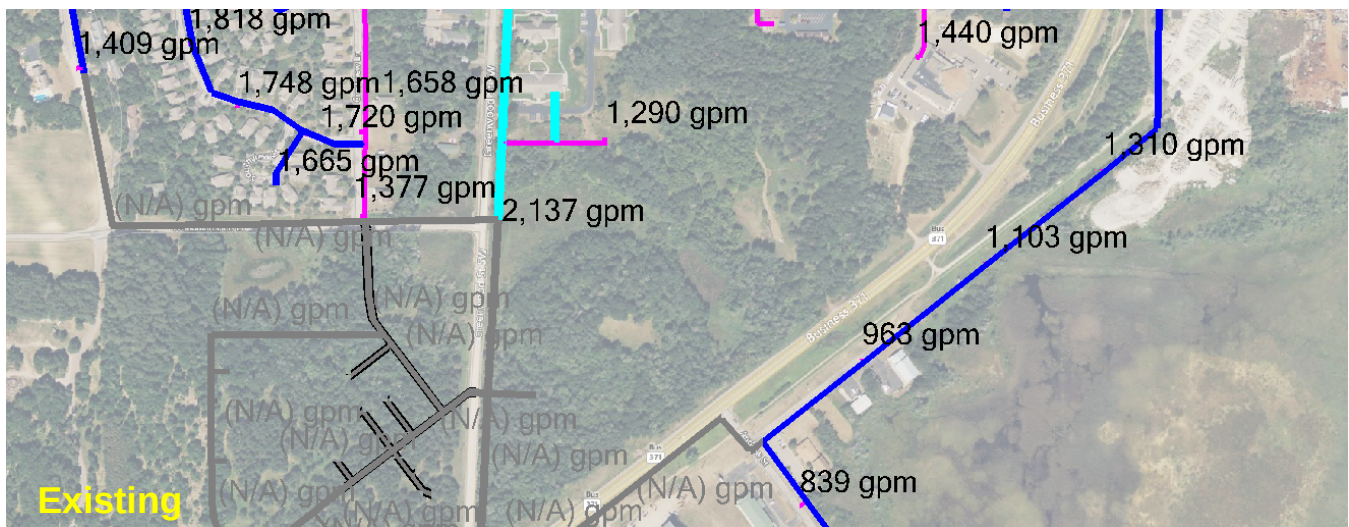
Hydrant Fire Flow @20 PSI - Difference between 10" and 12"

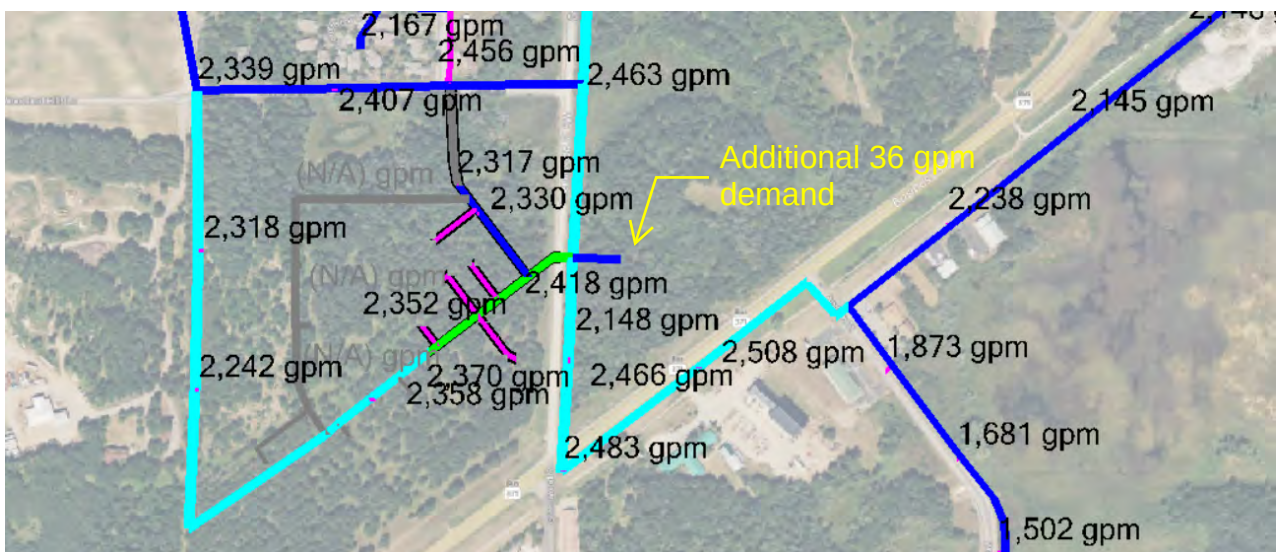
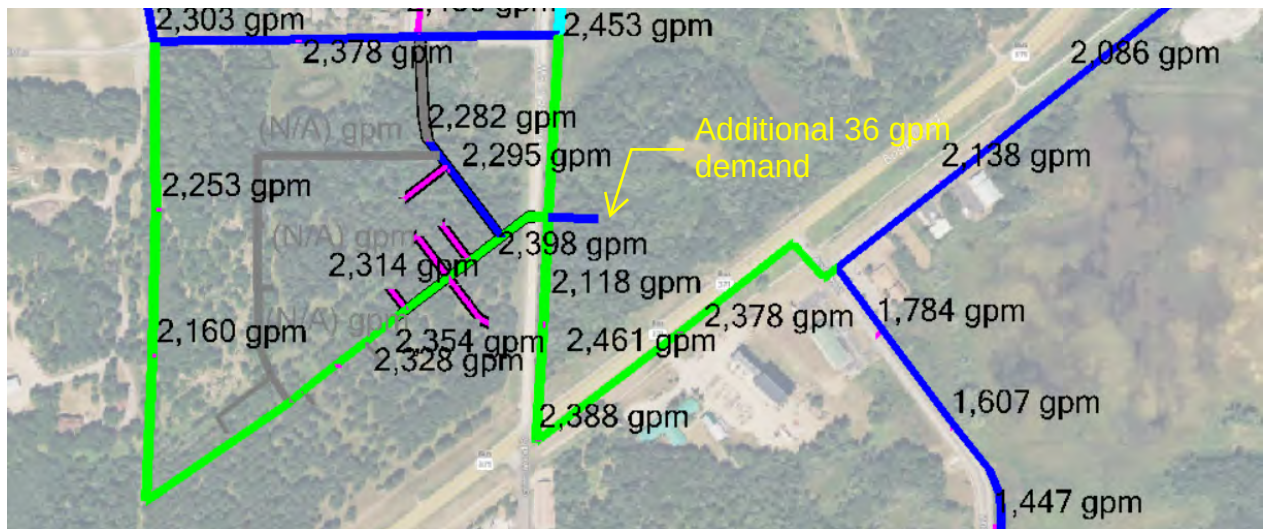
Green = 10 INCH

Cyan = 12 INCH

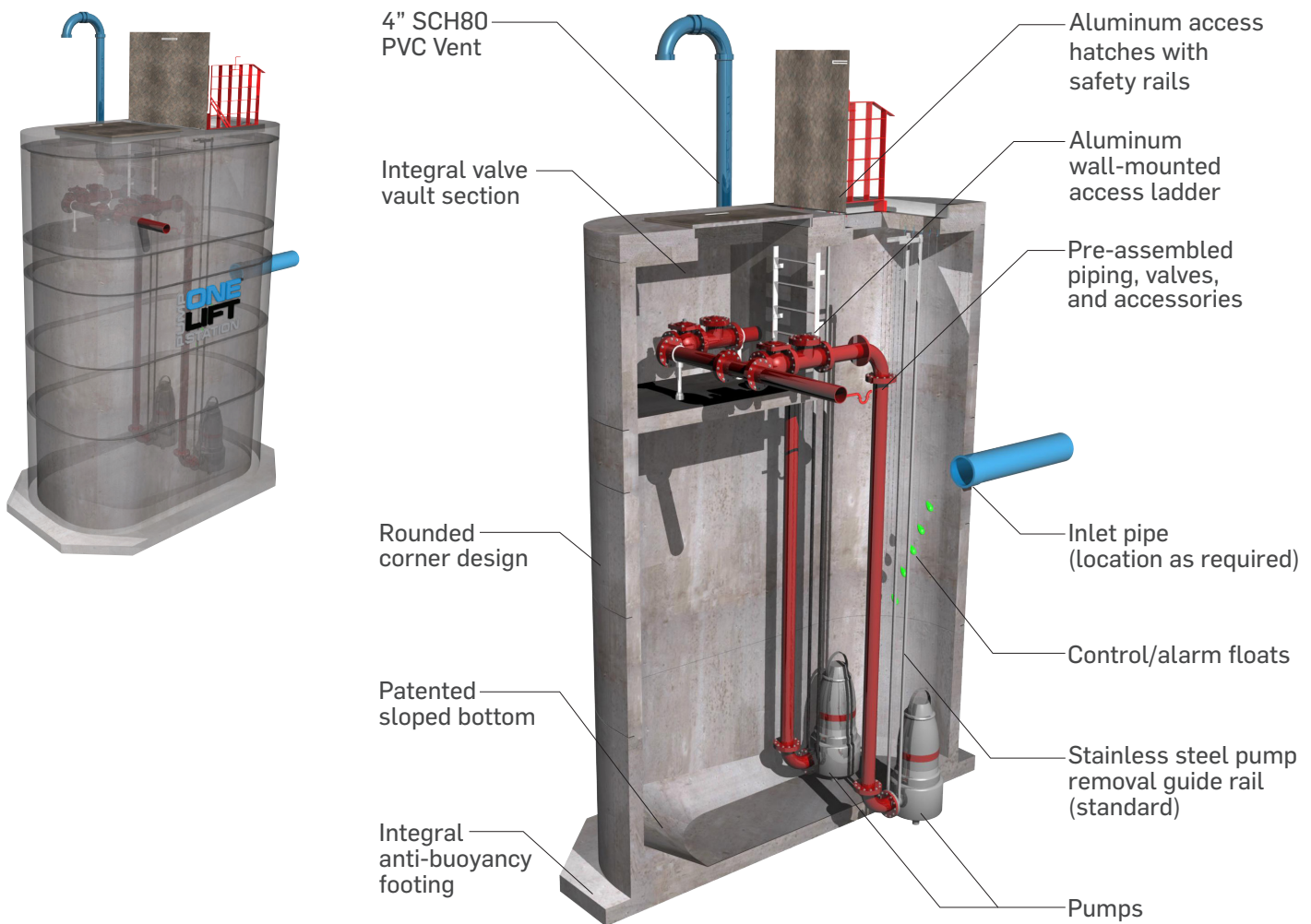


Future Looping





ONE LIFT™ PUMP STATION



FEATURES

Rounded Corner & Sloped Bottom Design

Integral Valve Vault Section

Pre-assembled Equipment Package

Integral Anti-Buoyancy Footing

BENEFITS

Allows for thinner/lighter walls and prevents solids accumulation.

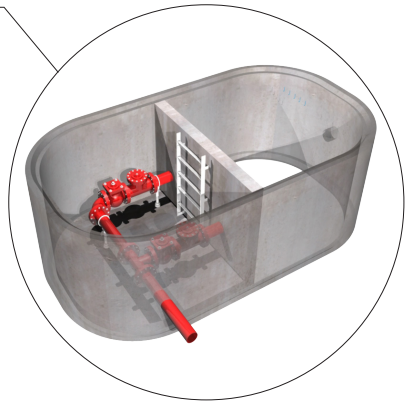
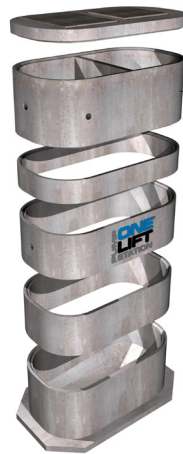
Results in a single structure system reducing footprint up to 50% while eliminating potential differential settlement problems

All piping, valves, and accessories are installed and tested in controlled factory conditions

Designed to prevent flotation without requiring surface resistance of additional weight



For more information please contact our National Sales Office at (888) 965-3227 or send an email to onelift@oldcastle.com



ENGINEERED STRUCTURE

- > Standard, in-stock structural components provide a complete, pre-assembled pump station when it arrives on-site.
- > Precast structural design calculations will be stamped by a registered PE in the project state and submitted for approval.
- > Submittal packages are released quickly to shorten project cycle.

FAST INSTALLATION

- > Integral valve vault section provides an optimized wet well configuration to maximize available spaces.
- > Single smaller excavation, rapid installation, and pre-assembly in factory reduces hole open time and dewatering process.
- > Turnkey package from one supplier with a strong product warranty.

MODEL NUMBER:	RC 509	RC 611
DIMENSIONS:	5' x 9'	6' x 11'
PIPING:	2" to 4" diameter	2" to 6" diameter
MAX. FOOTPRINT w/ COLLAR:	6'-11" x 12'-9"	8'-0" x 13'-10"
MAX. PICK WEIGHT:	11 tons (base)	17 tons (base)
TYPICAL HP & FLOW RATES:	< 7.5 hp & < 200 gpm ±	< 30 hp & < 600 gpm ±
CAPACITY:	297 gal/vft	468 gal/vft

Compared to CONVENTIONAL TWO-STRUCTURE SYSTEMS

	6' DIA. WET WELL	8' DIA. WET WELL	10' DIA. WET WELL
CAPACITY:	211 gal/vft	357 gal/vft	587 gal/vft

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City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Development Agreement - Voyageur Heights

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE

Kuepers Inc has submitted applications for a Rezoning, Final Plat, and a Planned Unit Development (PUD) Final Plan for a Proposed 176-unit Apartment Complex for Parcel ID's 41020691 and 41020682. City Council must consider the Development Agreement with Kuepers before final land use approvals.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached is the Development Agreement that has been reviewed by staff and the developer along with attorneys representing both parties. The Development Agreement primarily sets forth the terms and protections for the public improvement project.

RECOMMENDED ACTION/MOTION

Motion to approve the attached Development Agreement as presented contingent upon final approval of the Rezoning request, Final Plat, and the PUD Final Plan for the subject property.

Note: Section 6: Plans and Specifications - An open space for plan date was intentionally left in the Permit Approval Plans for Site Improvements as City Staff will approve the final construction plans upon submittal of the building permit.

FINANCIAL IMPACT

N/A

DEVELOPMENT AGREEMENT

between

THE CITY OF BRAINERD

and

Voyageur Heights Apartments of Brainerd, LLLP

for

VOYAGEUR HEIGHTS PROJECT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of February, 2026 (the “**Effective Date**”), by and between Voyageur Heights Apartments of Brainerd, LLLP, a Minnesota limited liability limited partnership (“**Developer**”), and the CITY OF BRAINERD, a Minnesota municipal corporation (the “**City**”) (collectively, the Developer and the City are the “**Parties**”).

WHEREAS, Developer is the fee title owner of the real property legally described on **Exhibit A** hereto, with Crow Wing County Property Identification Nos. 41020691 and 41020682, totaling approximately 52.85 acres (collectively “the **Property**”); and

WHEREAS, the City approved the preliminary plat of a subdivision known as Voyageur Heights (the “**Subdivision**”) as well as the planned unit development plan for the Subdivision (the “**PUD**”), and a rezoning to a Planned Unit Development Overlay District all subject to execution of this Agreement; and

WHEREAS, the City and Crow Wing County, Minnesota (the “**County**”) have approved, executed and released for recording the final plat of the Subdivision as shown on **Exhibit B** attached hereto and incorporated herein by reference (the “**Final Plat**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above stated recitals and exhibits are restated and incorporated herein.
2. **Development Property.** As shown on the Final Plat, Developer intends to subdivide the Property and develop the Subdivision into (a) two lots for an apartment complex consisting of four buildings with 38 dwelling units in three buildings on Lot 1, Block 1 (“**Block 1**”) and 62 dwelling units in one building on Lot 1, Block 2 (“**Block 2**”), and (b) three outlots (the “**Outlots**”), with associated infrastructure and dedications in accordance with the City Code. Developer’s initial development (the “**Initial Development**”) will consist of construction of the apartment complex on Block 1, together with the Public Improvements described in Section 5.A and a private stormwater pond and related stormwater facilities to be located on portions of Outlot C and Outlot A (the “**Stormwater Pond**”). Developer may in the future develop Block 2; however, except as expressly stated herein, no obligations in this Agreement require Developer to commence or construct any Private Improvements on Block 2 within any specified timeframe. Outlot A is reserved for potential future development, is not part of the Initial Development or the Improvements, except solely for the Stormwater Pond, and any future development of Outlot A shall require replatting and a separate development agreement. Outlot B includes wetland areas, and Developer’s work within Outlot B is limited to installation of the public sanitary sewer improvements within the easement shown on the Final Plat and any temporary disturbance reasonably necessary to construct such improvements or the project. Developer may construct the project in phases, and references to the “**Subdivision**” or the “**Improvements**”

shall apply to each phase as applicable only to the extent expressly required under this Agreement.

3. **Conveyance of Land for Public Use / Utilities.** As part of the development of the Subdivision, Developer, on behalf of itself and its successor and assigns, agrees to dedicate to the City the public ways and easements as shown on the Final Plat. A ten-foot-wide easement is required for each utility as shown on the Final Plat. Utility construction drawings shall be approved, which approval shall not be unreasonably withheld, conditioned or delayed, by the City prior to commencement of construction and shall meet all City standards.
4. **Tree Preservation Standards.** Not applicable.
5. **Improvements.** The following described Public Improvements and Private Improvements (collectively, the “**Improvements**”) shall be constructed and installed by Developer at Developer’s expense pursuant to and in accordance with City standards and the Plans (as defined below).

A. **Public Improvements**

1. Voyageur Drive, including all required street, curb, gutter, sidewalk, and multi-modal features necessary to construct the public roadway in compliance with City standards .
2. Stormwater collection and conveyance systems, including all piping, structures, castings, and appurtenances necessary to provide adequate drainage for the Public Improvements.
3. Street name signs and permanent traffic control devices along Voyageur Drive, including the street sign at the intersection of Voyageur Drive and Greenwood Street.
4. Sanitary sewer mains, manholes, fittings, and other appurtenances located within platted rights-of-way or utility easements as shown on the Final Plat, necessary to convey wastewater.
5. A sanitary sewer lift station and associated forcemain piping, including collection basin, pumps, valves, vaults, castings, control systems, and SCADA integration.
6. Watermain piping, valves, boxes, fittings, hydrants, and related appurtenances located within platted rights-of-way or utility easements, necessary to convey potable water.
7. Street lighting infrastructure within the platted right-of-way of Voyageur Drive, including conduits, poles, fixtures, and other appurtenances.

B. **Private Improvements**

The Developer shall construct and install the following “Private Improvements” in accordance with the approved Plans and any applicable City, MDH, and MPCA standards:

1. On-site stormwater treatment and conveyance systems, including all structures, piping, and appurtenances.
2. Private landscaping, planting areas, and irrigation infrastructure.
3. Internal service drives, parking areas, sidewalks, and site amenities not identified as Public Improvements.
4. Private sanitary sewer mains, service lines, cleanouts, and related appurtenances necessary for internal site wastewater collection.
5. Private water mains, service lines, shut-off valves, fittings, and related appurtenances required for the conveyance of potable water to the development.
6. Internal site lighting, including conduits, poles, fixtures, and related appurtenances.
7. Electrical utility infrastructure located within the plat and privately owned, operated, and maintained by the Developer or Brainerd Public Utilities.
8. All other site-specific improvements, including erosion control measures and amenities not expressly identified as Public Improvements.

Additionally, Developer agrees to coordinate with and pay any required installation fees to the appropriate utility company for the installation of gas mains, telecommunication services, and electrical service with Brainerd Public Utilities, but such coordination and payment shall not be deemed “Private Improvements” hereunder.

Developer shall not be required to install Private Improvements for future phases until development of such phase. Notwithstanding the foregoing, the Parties agree that (i) the foregoing list of Private Improvements is included for identification and recording purposes to distinguish public and private infrastructure, and (ii) Developer’s obligations under this Agreement to construct Private Improvements are limited to the Stormwater Pond and other Private Improvements, if any, expressly required to be constructed pursuant to the approved Plans for the Initial Development and applicable permits and approvals. Private Improvements required pursuant to clause (ii) above for the Initial Development and required for issuance of a certificate of occupancy under applicable law, City Code, and permit conditions shall be completed prior to occupancy. Occupancy may occur in the City’s discretion if any of the above required Private Improvements is not completed, if a financial guarantee acceptable to the City is provided in an amount equal to the reasonable estimated cost of labor and material for the work. A quote from the contractor doing the work is required along with the financial guarantee. Lender escrow is not considered a financial guarantee for the City of Brainerd.

6. **Plans and Specifications.** The Improvements shall be developed in accordance with Developer’s plans and specifications for the construction and installation of the Improvements which include the plans and specifications generally identified herein, all of which are made a part of this Agreement by reference (the “**Plans**”); however, the Plans are not attached to this Agreement. The Plans shall be prepared by Developer’s engineer, architect, and/or surveyor with a certification thereon by a professional civil engineer registered in Minnesota and at Developer’s expense. If the Plans conflict with the terms of this Agreement, the terms, conditions and provisions of this Agreement shall govern

only to the extent necessary to resolve such conflict. The Plans submitted for the Improvements that were reviewed and approved by the City are:

Plan A: The Final Plat.

Plan B: Permit Approval Plans for Site Improvements for Voyageur Heights prepared by Westwood dated 08/29/2025, revised 10/09/25, 01/05/2026 and [REDACTED], as revised.

7. **Sanitary and Water Main Oversizing.** In the interest of future development in this area, the City may by written directive require the Developer to oversize the sanitary sewer main, water main, and lift station (the “**Oversizing**”) as referenced in the Plans. If the City exercises this right, the City shall approve the Developer’s Engineer estimates for Oversizing prior to commencement of work by the Developer. The City will reimburse the Developer for the actual cost of Oversizing within 30 days following receipt of an invoice from the Developer for such cost. The City reserves the right to withhold said payment until such time as the public sanitary main, water main, and lift station have been constructed, including having passed all applicable inspections and tests, and all work completed and accepted by the City. The City shall not require Developer to pay for Oversizing. The City shall be responsible for and reimburse Developer for all reasonable engineering, design, and related professional costs incurred by Developer in connection with evaluating, designing, or estimating the Oversizing, regardless of whether the City ultimately authorizes or proceeds with construction of the Oversizing or the Oversizing improvements are included in the final construction. The City executing its right to Oversize shall not require the Developer to amend the approved Planned Unit Development and the City shall provide a final decision in writing exercising its right to require Oversizing of any improvements to the Developer by February 27th, 2026.
8. **Approval of the Plans.** The City Engineer has reviewed the Plans for conformance with City Code and approved the Plans. Developer shall furnish a minimum of one (1) complete set of the Plans for each phase in 11x17 format, as well as a PDF electronic version, at Developer’s expense, to the City Engineer.
9. **Permits.** Developer shall obtain prior to the issuance of the Notice to Proceed all the necessary and required approvals, permits, and licenses from the City, the County, Board of Soil and Water Resources, utility companies, Minnesota Department of Natural Resources (the “**DNR**”), Minnesota Department of Health, Minnesota Pollution Control Agency, and any other regulatory or jurisdictional agency having jurisdiction over and requiring approvals for the Improvements. Any design requirements of such agencies that are applicable to the Improvements shall be incorporated into the Plans. All costs incurred to obtain said approvals, permits, and licenses and all fines or penalties levied by the agency due to the failure of Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of Developer. Developer agrees to defend and hold the City harmless from any action initiated by a regulatory agency resulting from any failure of Developer. Developer is required to obtain a General Storm Water Permit for Construction Activity (the “**Storm Water Permit**”), a Sanitary Sewer Extension Permit (the “**Sanitary Sewer Permit**”) from the Minnesota Pollution Control

Agency (the “MPCA”), and a Watermain Plan Review Approval (the “**Watermain Permit**”) from the Minnesota Department of Health (the “MDH”). The Storm Water Permit shall remain in full force and effect until Developer files a notice of termination of such permit with the MPCA. The notice of termination shall not be filed until all grading and temporary/permanent erosion control measures required by the MPCA and the City as shown on the Plans are completed.

10. **Developer’s Contractors.** Developer’s engineer shall provide to City Engineer a list of the contractors and subcontractors selected by Developer.
11. **Commencement of Public Improvements.** The City shall issue a Notice to Proceed upon satisfaction of the following conditions:
 - A. The City Engineer has reviewed and approved the Plans for the Public Improvements as provided in Section 6, and Developer’s engineer certified those Plans.
 - B. The City received the Financial Guaranty for the Public Improvements.
 - C. The City received evidence that the Final Plat was recorded with Crow Wing County.
 - D. The City received a certificate of insurance naming the City as an additional insured and satisfying the insurance requirements set forth below.
 - E. Developer conducted a preconstruction meeting and submitted an accurate construction schedule in form and at a level of detail reasonably acceptable to the City.
12. **Inspections.** The City Engineer will observe the construction of all Public Improvements from time to time as necessary to determine compliance with the Plans. Any inspection by the City Engineer or its designee shall be done for the sole benefit of the City. Developer agrees that inspection by the City Engineer or its designee shall be at Developer’s expense on an hourly rate basis at the City’s standard published rates or, if not published, at rates customarily charged by the City for similar services.

Developer shall provide to the City Engineer reasonable advance notice of work identified in the Plans being performed on the Property. Developer is responsible, at Developer’s sole cost, to provide soils and material testing to certify that the Public Improvements are completed in compliance with the Plans. The personnel performing the soil and material testing shall be certified by the Minnesota Department of Transportation, and subject to the approval of the City Engineer. Testing shall be performed at the specified rates prescribed in the City Standard Specifications and Developer shall provide documentation to demonstrate compliance. The City Engineer in its reasonable discretion will determine if additional testing is necessary. The cost of all testing performed at the specified rates as well as any additional testing deemed necessary by the City Engineer due to nonconforming work is Developer’s expense. Additional testing required solely as a result of City preference or policy shall be at the City’s expense.

Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection or testing by the City Engineer or its designee. Developer shall instruct its own engineer to provide adequate field inspection personnel to assure an acceptable level of quality control throughout the construction of the Public Improvements. Developer must be able to certify to the City that the installed Public Improvements comply with the Plans as a condition of the City's acceptance of the Public Improvements.

Developer hereby grants the City Engineer and the City, its agents, inspectors, employees, officers, and contractors a limited license to enter the Property at reasonable times and upon reasonable notice solely to perform the inspections required during the installation of Public Improvements by Developer.

13. **Erosion Control.** Developer shall implement and install soil erosion and sediment control measures prior to grading of the site and throughout construction of the Improvements pursuant to the Plans. After the Property is rough-graded, but before construction of any Improvement is commenced, the soil erosion control measures shall be implemented and installed by Developer and inspected by the City Engineer. The City Engineer or the Soil and Water Conservation District, or their designated agent, may, in their reasonable discretion, impose additional erosion control requirements if the then-existing erosion control measures are not sufficient to reasonably reduce soil erosion and control sediment generated from the site. To the extent reasonably determined to be caused by the construction or installation of the Improvements, Developer shall promptly clean dirt and debris from property that is or to be dedicated to the City, including but not limited to public right-of-way, storm water system, ponds/basins, wetlands and adjoining property which has resulted from construction work by Developer, its agents, contractors, or assigns. Developer shall use methods reasonably approved by the City Engineer, such as topographic survey which has been delivered to the City Engineer prior to the Effective Date and is incorporated into the Plans, to measure the ground and water surface elevations of the ponds/wetlands on the Property prior to performing any of the Improvements for purposes of parties being able to determine if the dirt and debris is the responsibility of Developer.

The parties recognize that time is of the essence in controlling erosion. If Developer does not implement and install the soil erosion and sediment control measures pursuant to the Plans, requirements of necessary permits, and schedule or supplementary instructions received in writing from the City or the County Soil and Water Conservation District, including but not limited to its failure to remove dirt and debris from public roadways, and Developer fails to cure (i) within forty-eight hours for any emergency situation as reasonably determined by the City or (ii) within five (5) business days for any non-emergency situation of receiving the written notice, Developer shall pay the City \$250.00 per calendar day until Developer cures the failure to the City's or the County Soil and Water Conservation District's reasonable satisfaction. The City may also take such action as it deems reasonably appropriate to control erosion and remove sediment upon not less than seven (7) business days prior written notice to Developer of any proposed action and an opportunity for Developer to perform the corrective work. If Developer does not reimburse the City for any cost the City incurred for such work or pay the fine amount

within thirty (30) days, the City may draw on the Escrow (as defined in Section 16) to pay all actual costs incurred by the City under this paragraph. No development or related activity of the Property shall be allowed, and no building permits will be issued while any portion of the Property subject to noncompliance is not in full compliance with the soil erosion control measures set forth in the Plans, City Code, City standards and detail, or otherwise required by other governmental regulations.

14. **Improvement Completion.** All Public Improvements shall be substantially completed no later than July 1, 2027, subject to items that cannot be completed due to the time of year or other conditions beyond Developer's reasonable control, and, if applicable, upon issuance of a temporary certificate of occupancy (the "**Substantial Completion Date**"). Substantial completion includes the following:

- Final wear bituminous paving and all curbing.
- All public utility work, including public utility installations.
- Street lighting.
- Signage and pavement striping.
- Installation of turf restoration materials.

Within ninety (90) days after the Substantial Completion Date, Developer shall supply the City with complete sets of record drawings or "as-built" plans for all Public Improvements constructed and/or installed at no cost to the City. These plans shall be provided in two (2) forms: CAD and PDF electronic files.

Notwithstanding any other notice requirement herein, Developer shall deliver to the City Engineer written notice within 30 days of the Substantial Completion Date that all the required Public Improvements in this Section have been completed substantially in accordance with the Plans. The City Engineer shall then inspect the Public Improvements within a reasonable period of time and notify Developer of any Public Improvements constructed and/or installed that do not appear to be in compliance with the Plans. If the City Engineer notifies Developer that any of the Public Improvements are not in compliance with the Plans, Developer shall take such actions as necessary to cause the Public Improvements to comply with the Plans within a reasonable time. Following any such actions, Developer will deliver to the City Engineer a letter of certification that the Public Improvements have been constructed in accordance with the Plans.

15. **Utility, Park Dedication Fees, Deferred Assessment, and Development Fees.** Pursuant to City Code, Developer is required to pay utility charges for the utilities provided by the City and park dedication fees that are applicable to the development at the rates set forth in the City fee schedule at the time of the issuance of the building permit. Developer waives any right to object to the payment of the connection and availability charges and park dedication fees that are imposed in accordance with the City Code and the applicable fee schedule.

16. **Escrow for City's Costs.** Developer is responsible for the payment of all reasonable out-of-pocket third-party costs actually incurred by the City related to the development of the Subdivision including engineering, planning consultants, right of way agent services, appraisals, title work, and legal services. The City shall provide Developer with an itemized statement no less than monthly for all such eligible costs incurred by the City, and such costs shall be paid from the Escrow account described below, subject to Developer's review and objection rights as provided herein. The City shall provide suitable documentation supporting the charges claimed by the City, including copies of third-party invoices, and for City staff time, the personnel involved, dates of service, hours worked, and the applicable loaded hourly rates, based on actual time spent and as reflected in the City's timesheet and financial records. Developer shall be responsible for payment of City staff time only to the extent directly related to the review, inspection, and administration of the Public Improvements and the Stormwater Pond.

Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$75,000.00 (the "**Escrow**") to cover the eligible costs described in this Section. Any funds remaining in the Escrow account(s) after City acceptance of the Public Improvements and the Stormwater Pond shall be refunded to the Developer within (30) days of the City's written acceptance of the Public Improvements for the Initial Development. In the event the Escrow account is reduced below \$10,000, the Developer shall post additional sums of money to replenish the Escrow account in an amount reasonably necessary to cover documented and projected eligible costs, but in no event to exceed \$25,000. The Escrow account shall not be required to maintain a minimum balance once the Public Improvements and the Stormwater Pond have been completed and accepted by the City.

Developer shall have ten (10) days after receipt of an itemized statement to review the charges and notify the City in writing of any reasonable objections. The Parties shall cooperate in good faith to resolve any such objections. Amounts not reasonably disputed shall be paid from the Escrow account. Amounts reasonably disputed shall not be paid from Escrow unless and until resolved by agreement of the Parties or final determination by a court of competent jurisdiction. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Escrow account.

17. **Other Deposits.** Not applicable.

18. **Faithful Performance and Financial Guaranty.**

- A. **Amount.** No Public Improvements shall be commenced on the Property until Developer has delivered to the City a financial guaranty in the form of a performance and payment bond or bonds (the "**Financial Guaranty**") securing the full performance of the Public Improvements. The Financial Guaranty shall be in a form reasonably acceptable to the City and may consist of one or more performance and payment bonds issued by a surety authorized to do business in Minnesota, together with a dual obligee rider naming the City as an additional obligee. The amount of the Financial Guaranty equals 125% of the total estimated cost of the Public

Improvements. The amount of the Financial Guaranty shall be reasonably determined by the City Engineer upon receipt of the estimated costs submitted by the Developer.

The Financial Guaranty is not to be withdrawn or reduced in amount without prior approval of the City Council. The City will reduce the Financial Guaranty from time to time at the request of Developer with the approval of the City Engineer and, if required, the City Council, which approval shall not be unreasonably withheld, conditioned, or delayed.

At no time will the City reduce the Financial Guaranty to less than Twenty-five Thousand and No/100 Dollars (\$25,000.00) until the Substantial Completion of Public Improvements.

- B. Terms. The City may make a claim against the Financial Guaranty, upon written notice, (i) after an event of default under this Agreement has occurred, which default has not been remedied within any applicable cure period, or (ii) upon receiving written notice that the Financial Guaranty will be allowed to lapse without replacement security being provided. From and after an event of default under this Agreement has occurred, which default has not been remedied within any applicable cure period, the City may make claim against the Financial Guaranty to pay for all reasonable and actual costs and expenses incurred by the City to enforce this Agreement, including the costs incurred by the City in connection with the collection of the Financial Guaranty. If the required Public Improvements are not completed at least thirty (30) days prior to the expiration of the Financial Guaranty, the City may also make claim against the Financial Guaranty to the extent reasonably necessary to secure completion of the Public Improvements or replacement security.
- C. Claims. If the City receives claims from contractors, subcontractors, laborers or materialmen (collectively, “**Claimants**”) that the Public Improvements have been constructed and money due them have not been paid, and that the Claimants are seeking payment out of the Financial Guaranty posted with City, the City shall notify Developer in writing and provide copies of any claims to Developer. Developer may, at its option within thirty (30) days of the date of the City’s written notice, bond over any claims by depositing with the City or Crow Wing County District Court such security as necessary to reasonably resolve any claim or otherwise address such claim through the payment bond process. If Developer fails to bond over any claim within thirty (30) days of the City’s notice of such claim, Developer hereby authorizes the City, at the City’s discretion, to commence an Interpleader action pursuant to Rule 22 of the Minnesota Rules of Civil Procedure for the Crow Wing County District Court at Developer’s expense, including court costs and reasonable attorney fees incurred by the City to the extent permitted by law. Developer further authorizes the City to make claim against the Financial Guaranty for the reasonable amount of such claim, together with reasonable attorneys’ fees and court costs incurred in connection therewith, and to deposit the funds in compliance with the Rule. Upon such deposit, Developer shall release, discharge and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the District Court shall retain

jurisdiction to determine the amount of reasonable attorneys' fees, costs and expenses owed to the City.

19. **Hours of Operation.** All construction on the Property shall occur within the hours permitted by City Code, except as otherwise permitted by the City Engineer.
20. **Warranty.** Developer warrants all Public Improvements constructed and/or installed by Developer against poor design, engineering, material and faulty workmanship for a period of 24 months after the date of the City's acceptance of the Public Improvements. All trees and boulevard permanent seeding are hereby warranted by Developer to be alive for 12 months after planting. Any replacements of trees and/or boulevard permanent seeding are hereby warranted by Developer for 12 months from the time of planting. Developer shall televise all public infrastructure to ensure performance prior to City acceptance of the Public Improvements and provide a copy of taped televising to City prior to acceptance.

As security for the warranty obligations under this Section, prior to City's written acceptance of Public Improvements, Developer shall provide at its option (a) a warranty or maintenance bond in an amount equal to 100% of the actual construction cost of the Public Improvements, or (b) a letter of credit or cash escrow in an amount equal to twenty-five percent (25%) of the actual construction cost of the Public Improvements. Such warranty security shall remain in effect for the twenty-four (24) month warranty period. During such two (2) year period, Developer shall be solely responsible for the cost and expense to perform all warranty repair work to the Public Improvements reasonably determined by the City Engineer to be the responsibility of Developer within thirty (30) days of written notification by the City or within such longer period as may be reasonably necessary based on the nature of the repair or seasonal conditions.

21. **Protection of Public Improvements.** After acceptance of the Public Improvements by the City per Section 22, the Developer shall continue to be responsible for protecting all Public Improvements from damage, defect, or failure to the extent caused by the Developer's operations, construction activities, or those of its contractors, subcontractors, agents, or invitees during construction of the Private Improvements required for the applicable phase of the development.

If, after City acceptance, any Public Improvements are damaged, displaced, or rendered defective as a result of the Developer's operations, construction activities, or those of its contractors, subcontractors, agents, or invitees, the Developer shall promptly repair or replace such Public Improvements, at its sole cost and expense, within a reasonable period of time after written notice from the City, to the City Engineer's reasonable satisfaction.

The City may withhold the certificate of occupancy for the applicable phase due to material damage to Public Improvements caused by the Developer or its contractors, after written notice and a reasonable opportunity to repair as provided herein, if the repairs have not been completed to the City Engineer's reasonable satisfaction. Occupancy may occur for the applicable phase if any of the above requirements are not completed, provided a financial guarantee is provided equal to the reasonable estimated cost of labor and material for the work. A quote from the contractor doing the work is required along with the

financial guarantee. Such financial guarantee shall be released upon completion of the repairs as reasonably approved by the City Engineer.

22. **Ownership of Public Improvements.** Upon the City's written acceptance of the Public Improvements required by this Agreement, the Public Improvements lying within the public right-of-way and public easements as shown on the Final Plat shall become City property without further notice or action and shall thereafter be owned, operated and maintained by the City, provided, however, that Developer's limited obligations under Section 21 with respect to repair of Developer-caused damage during subsequent construction activities shall survive acceptance.
23. **Recording of Memorandum and Release.** This Agreement shall run with the Property and a memorandum of this Agreement in such form as reasonably acceptable to the City and Developer may be recorded in the office of the County Recorder, Crow Wing County, Minnesota, against the title to the Property. After the Public Improvements are completed and accepted by the City, the City shall deliver to Developer within a reasonable time following Developer's request a release of this Agreement, except for the warranties, protection of Public Improvements and insurance as provided herein, which shall include a certificate of completion of the Public Improvements in such form as Developer may reasonably require.
24. **Insurance.** Developer or its general contractor shall take out and maintain until six (6) months after the date of the City's acceptance of the Public Improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's ownership of the Property or Developer's or general contractor's construction of the Improvements.
- Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$2,000,000 or more. The City, its employees, agents, and assigns, shall be named as additional insureds on such policies with respect to the construction of the Public Improvements, and Developer or its general contractor shall file with the City a certificate evidencing coverage prior to the City signing the Final Plat. The certificate shall provide that the City must be given ten (10) days' advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.
25. **Legislative Judgment.** Developer recognizes that the City cannot, through this Agreement, obligate the City Council to approve applications and submittals, including plats, regarding the development of the Subdivision or changes to the City Code. Nothing in this Agreement shall be construed as pre-approval by the City of any plat or application for land-use, subdivision, planned unit development, or building permit/site plan consideration submitted by Developer or its successors or assigns other than establishing the framework for meeting the requirements under the City Code that are specifically addressed herein. Nothing in this Agreement shall affect Developer's obligations or its successors' or assigns' other obligations under the City Code or any other governing law when it moves forward with any development of the Subdivision; provided, however, that

the City shall process such applications in accordance with applicable law and shall not unreasonably withhold, condition, or delay approvals required for the Public Improvements described in this Agreement.

26. **Developer's Default.** Default shall occur upon failure of Developer to perform in whole or in part any of the terms identified in this Agreement. The City shall provide written notice to Developer of the default and provide reference to the paragraph of this Agreement representing the default. Unless a specific deadline is set forth herein, Developer shall be provided thirty (30) days after receipt of written notice to correct the deficiency; provided, however, that if the deficiency cannot reasonably be cured within such thirty (30) day period and Developer is diligently pursuing cure, Developer shall have such additional time as is reasonably necessary to complete the cure. The foregoing cure periods shall not apply in the event of an emergency situation, as reasonably determined by the City. Upon the occurrence and during the continuance of any default following the expiration of the applicable cure period for Developer to cure such default, the City may, at its option, perform the work and Developer shall promptly reimburse the City for any reasonable and actual expense incurred by the City, provided Developer is given notice by the City that the City intends to correct Developer's work in default not less than 48 hours in advance. This Agreement constitutes a license for the City to enter the Property for the limited purpose of performing work necessary to cure a default under this Agreement, and it shall not be necessary for the City to seek a court order for permission to enter the Property.

If possible, prior to taking any action to cure emergency situations, the City shall notify Developer of any emergency situations on the Subdivision and describe the City's proposed actions to resolve the emergency situations. If Developer fails to cure or remedy the emergency situations, the City may, in case of emergencies, proceed to cure the default by Developer; provided, however, that such action shall be limited to what is reasonably necessary to protect public health, safety, or property.

27. **Indemnification.** Developer shall hold the City and its officers, agents and employees harmless from claims made by Developer and third parties for damages sustained or alleged to be sustained, or costs incurred resulting from Developer's negligence or otherwise wrongful act or omission, including breach of this Agreement by Developer or its independent contractors, agents, employees or delegates, but only to the extent caused by such negligence or wrongful act or omission. Developer shall indemnify the City and its officers, agents and employees for all costs, damages, or expenses that the City may pay or incur as a result of such claims, including reasonable attorneys' fees, to the extent such claims are attributable to the negligence or otherwise wrongful act or omission of Developer or its independent contractors, agents, employees, or delegates, and not to the extent caused by the negligence or willful misconduct of the City or its officers, agents, or employees.
28. **Notice.** Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be (i) delivered personally, (ii) deposited with a national overnight delivery service with all fees prepaid, or (iii) mailed by United States mail by certified mail (return

receipt requested), to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or delivered by the national overnight delivery service or three (3) business days after being deposited in the mail in accordance with the above. The addresses of the parties hereto are as follows, until changed by notice given as above:

If to Developer:

Voyageur Heights Apartments of Brainerd, LLLP
Attn: Steve Kuepers
17018 Commercial Park Rd, Brainerd, MN 56401
Email: stevek@kuepers.com

If to the City:

City of Brainerd
Attn: City Administrator
501 Laurel Street, Brainerd, MN 56401
Email: nbroyles@ci.brainerd.mn.us

29. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Developer may, without the City's consent, assign this Agreement to (i) an entity controlling, controlled by, or under common control with Developer, (ii) any purchaser of all or substantially all of Developer's interest in the Property, or (iii) any lender or other secured party providing financing for the development of the Property, including any assignment for security purposes; provided, however, that Developer shall provide the City with written notice of any such assignment.
30. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity or the enforceability of the remaining portions of this Agreement, which shall remain in full force and effect.
31. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of Developer referenced in this Agreement.
32. **Amendments.** The terms of this Agreement shall not be amended without the written consent of all parties hereto.
33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed effective as of the Effective Date set forth above.

CITY OF BRAINERD

By: _____
Dave Badeaux, Mayor

Attest:

By: _____
Nicholas W. Broyles
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

This instrument was acknowledged before me on ____ day of _____, 2026, by Dave Badeaux as Mayor and Nicholas W. Broyles as City Administrator of the City of Brainerd, Minnesota.

Notary Public

Voyageur Heights Apartments of Brainerd, LLLP

By: Voyageur Heights Apartments of Brainerd, LLC,
Its General Partner

By: _____
Steven D. Kuepers, Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on ____ day of _____, 2026, by Steven D. Kuepers, the Chief Manager of Voyageur Heights Apartments of Brainerd, LLC, the general partner of Voyageur Heights Apartments of Brainerd, LLLP, on behalf of the limited liability limited partnership.

Notary Public

This instrument drafted by:

Ratwik, Roszak & Maloney, P.A.
444 Cedar Street, Suite 2100
St. Paul, MN 55101
(612) 339-0060
(JJL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) and that part of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North and West of the right-of-way of the Northern Pacific Railway Company, of Section Two (2), of Township Forty-four (44) North, of Range Thirty-one (31) West, Crow Wing County, Minnesota.

To be platted as Voyageur Heights, Crow Wing County, Minnesota.

EXHIBIT B
FINAL PLAT



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Ordinance 1596 - Rezoning, Final Plat, and Planned Unit Development Final Plan - Voyageur Heights

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 minutes

SUMMARY OF ISSUE

Kuepers has submitted applications for a Rezoning, Final Plat, and a Planned Unit Development (PUD) Final Plan for a proposed 176-unit apartment complex for parcel ID's 41020691 and 41020682. Kuepers has requested a rezoning to a PUD Overlay District with an underlying Contemporary Neighborhood 2 (CN-2) Zoning District. The purpose of the PUD Overlay District (VH-PUD) is to allow for the development and redevelopment of the property with a mix of uses and dimensional standards.

City Council made a final determination on the Environmental Assessment Worksheet (EAW) findings at the December 15th, 2025, meeting and determined that the EAW was sufficient and that an Environmental Impact Statement (EIS) is not required. The statutory process in which the City must provide the applicant with an answer regarding their land use requests was paused until the environmental review process was completed.

Kuepers originally submitted applications for the Voyageur Heights development project in September for a rezoning to a PUD Overlay District, PUD Development Stage Plan, and Preliminary Plat. City Council conducted the first reading for the rezoning at the October 6th meeting. Kuepers amended the PUD Development Stage Plan and Preliminary Plat as it was determined that a portion of the project was located in the City's Drinking Water Supply Management Area (DWSMA) and in a high vulnerability zone for surface water contamination. City Council approved the amended PUD Development Stage Plan and Preliminary Plat at the January 5th City Council meeting.

Photometric Plans, Lighting Details, and Floor Plans can be viewed in the January 21st Planning Commission Packet at the following link:

<https://brainerdmn.portal.civicclerk.com/event/1426/files/attachment/7134>

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Planning Commission Meeting - September 17th, 2025

The Planning Commission considered the rezoning request at their meeting on September 17th, 2025,

and recommended approval as presented with a 5-1 vote. Member Gorham voted against the motion as he felt this project did not follow the comprehensive plan.

Commission Comments:

Commissioner Gorham: Voted against the motion as he felt this project did not follow the comprehensive plan for the stated reasons: mixed-use development for the project is focused on separation of land uses rather than integration of uses, the project further expands the city and utilities and does not support the comprehensive plan's goals of infill development in a walkable/ bikeable neighborhood, costs for utility development are unknown.

Commissioner Duval: This development meets the goals of the comprehensive plan by helping Brainerd move forward with some of the housing demands and address those in need of a smaller home while freeing up housing for others. He was encouraged by the tree buffers left in place and the photometric plan that shows respectful lighting contained on the site.

Council Member Erickson: Council member Erickson was asked about possible access off Business 371, and he stated that direct access off Business 371 would not be feasible for this development as it would be too close to the intersection of Greenwood Street. He also stated that it is encouraging to see the investment made in addressing the housing crisis facing Brainerd.

Commissioner Norwood: Asked about the Crow Wing County Housing Study and the number of units that must be constructed. Commissioner Duval stated that approximately 4,600 units were needed for Crow Wing County in the 2019 study, which means Brainerd would need 1,600 to 1,800 units, and we have not made significant progress towards that. Mr. Norwood stated that to achieve that goal within 10 years, the City needs roughly 300 units per year to meet that demand.

Commissioner Peterson: Stated that there are not many properties this size in Brainerd. Our infill properties could not support a development of this size.

Planning Commission Meeting - January 21st, 2026

The Planning Commission considered the Final Plat and the PUD Final Plan at their January 21st meeting and unanimously recommended approval.

RECOMMENDED ACTION/MOTION

1) Motion to conduct the final reading of proposed Ordinance 1596 (rezoning) and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

2) Motion to approve proposed Ordinance 1596 (rezoning), the Final Plat, and the PUD Final Plan as presented.

FINANCIAL IMPACT

N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: January 21st, 2026

RE: Consider Final Plat and a Planned Unit Development Final Plan (PUD) for a Proposed 176-unit Apartment Complex for Parcel ID's 41020691 and 41020682 on HWY 371 S

REQUEST

Final Plat and Planned Unit Development Final Plan (PUD)

Kuepers Inc has submitted applications for a Final Plat and a Planned Unit Development (PUD) Final Plan for a Proposed 176-unit Apartment Complex for Parcel ID's 41020691 and 41020682.

CONTEXT

Parcel Numbers: 41020691 and 41020682

Zoning District: Rural Living 1 (RL-1) Zoning District – requested change to a PUD Overlay District with an underlying CN-2 Zoning District

Property Area: 49 Acres

Adjacent Uses: North: Single-family homes and duplexes
East: Mn Teen Challenge vacant property
South: Automotive Repair Shop & Big Wood Timber Frames
West: Single family homes and Thompson Excavating

Adjacent Zoning: North: CN-2 (Contemporary Neighborhood 2) District
CN -1 (Contemporary Neighborhood 1) District
East: Rural Living 1 (RL-1) Zoning District
South: Crow Wing Township – Commercial 2
West: Agricultural/ Forestry - Crow Wing Township

AERIAL MAP



ZONING MAP



ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)

Prior to a final decision by City Council, the Council is required to complete an Environmental Assessment Worksheet (EAW) for the development, as there are over one hundred and fifty (150) proposed units. The Environmental Assessment Worksheet (EAW) is a brief document designed to lay out the basic facts of a project necessary to determine if an Environmental Impact Statement (EIS) is required for the proposed project. In addition to the legal purpose of the EAW in determining the need for an EIS, the EAW also provides permit information, informs the public about the project, and helps identify ways to protect the environment. The EAW is not meant to approve or deny a project but instead act as a source of information to guide other approvals and permitting decisions. Kuepers has hired an engineering firm to complete the EAW.

The EAW was distributed and published in the EQB Monitor. The public comment period ended on December 1st, and the City Council held a public meeting to review the EAW. City Council made a final determination on the EAW findings at the December 15th meeting and determined that the EAW was sufficient and that an EIS is not required. The findings and comments from the EAW review are attached to the agenda. The EAW can be found on the Community Development page of the City's website at the following link:

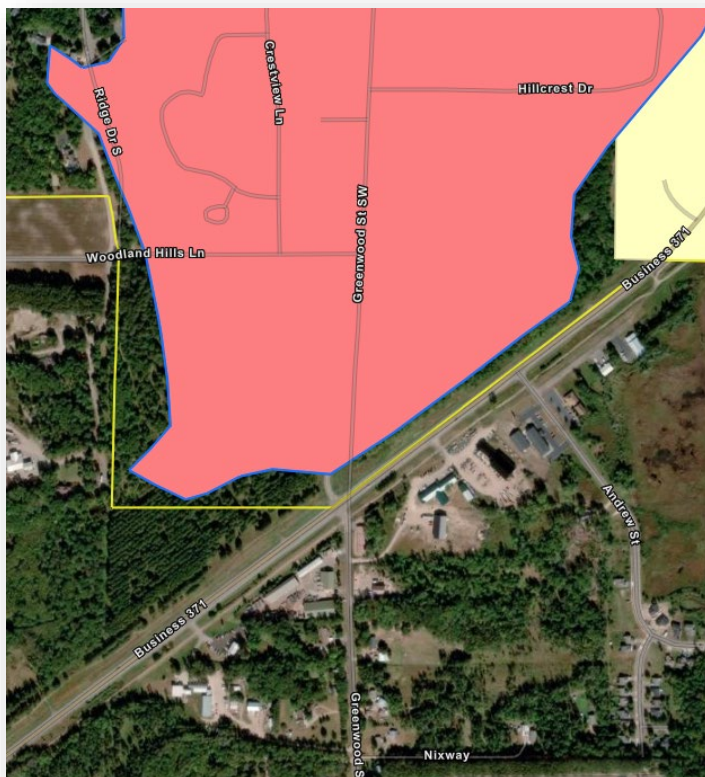
REVISION HISTORY

Kuepers originally submitted for the Voyageur Heights development project in September for a rezoning to a PUD Overlay District, PUD Development Stage Plan, and Preliminary Plat. City Council conducted the first reading for the rezoning and approved the PUD Development Stage Plan and Preliminary Plat at the October 6th City Council meeting.

As a result of the EAW review, it was determined that a portion of the project was located in the City's Drinking Water Supply Management Area (DWSMA) and in a high vulnerability zone for surface water contamination. According to City Code Section 725, stormwater infiltration is not allowed outside of an Emergency Response Area (ERA) within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.

Kuepers adjusted the site plan to divert all stormwater to an infiltration basin outside of the DWSMA. The three 38-unit buildings and site plan on the northern portion of the property remain relatively unchanged. The previous two 38-unit buildings to the south were combined into one large 62-unit building. The total proposed development is now 176-units with the infiltration basin placed outside of the high vulnerability zone. The original proposal included five 38-unit buildings for a total of 190-units.

DWSMA MAP



FINDINGS OF FACT - PLANNED UNIT DEVELOPMENT AND (PUD) ZONING OVERLAY

1. According to [Section 515-5-7.B](#), a Planned Unit Development (PUD) may include land uses from a variety of Base Zoning Districts, and may include design flexibility related to density, setbacks, building heights, lot area, lot width, etc. Any mixed-use project that does not comply with the dimensional or use standards may utilize the Planned Unit Development (PUD) Overlay Zoning District. All PUD Overlay Zoning Districts must identify the areas where flexibility from the Base Zoning District standards is established.
2. [Section 515-2-21](#) states the purpose and intent of the Planned Unit Development Overlay District is to provide for the integration and coordination of land parcels as well as the combination of various types of residential, commercial, and industrial uses.
3. Approval of a proposed Zoning Map amendment which changes all or part of the existing classification of a zoning district from Residential to Commercial, Industrial, or Planned Unit Development that allows for commercial or industrial uses shall require a two-thirds (2/3) vote of the City Council.
4. **Voyageur Heights - Planned Unit Development (VH-PUD).** The purpose of the VH-PUD is to allow for the development and redevelopment of the property with a mix of uses and dimensional standards. The following standards are established.
 - a. The standards and uses contained within the Contemporary Neighborhood-2 (CN-2) Base Zoning District shall govern the VH-PUD district, with the modifications as noted in Table 515-2-21.3
 - b. Additions to existing structures are permitted provided it meets the CN-2 Zoning District Dimensional Standards of Table 515-2-7.1 and all other requirements in the Zoning Code.
 - c. Development Standards. All approved Final PUD Plans shall govern the development of the property and shall be kept on file with the City Zoning Administrator.

Proposed Table 515-2-21.3 VH-PUD Dimensional and Use Standards - Density, Lot Size, Coverage and Height Standards.

Lot Dimensions		
	Lot Size	None
	Density (minimum)	4+ DU/Acre
	Lot Width	None
Principal Building, Attached Accessory Building, and Detached Accessory Building Standards		
	Front Yard Setback (minimum)	20'
	Rear Yard Setback (minimum)	20'
	Location, detached	Must meet Principal Structure setbacks, may be located in any Yard
	Total Number of Permitted Accessory Buildings	3 per Primary Structure
Coverage and Height Standards		
	Impervious Surface Coverage (maximum)	75%
	Principal structure height (maximum)	45'
Other Standards		

	Driveway	Width at ROW maximum is 36'
	Parking (minimum)	none
	Shrub Planting (minimum)	Four (4) shrubs or perennials shall be planted per first floor dwelling unit
	Landscape Islands (minimum)	One (1) island per thirty (30) continuous rows of internal parking spaces
	Commercial and Industrial Use Design Construction Standards	Facades facing a public street shall not exceed twenty-five (25) percent metal unless allowed upon approval of a Conditional Use Permit. Side and Rear Facades may be one hundred (100) percent metal and may have exposed fasteners.
Uses Permitted		
	Appendix A: Table of Uses, CN-2 District	All permitted, conditional and interim uses
	Multifamily attached dwelling units (5+ units)	P
	Car Wash Accessory to Motor Vehicle Fuel Sales	C
	Commercial/Retail Establishments	C
	Contractor Offices	C
	Motor Vehicle Fuel Sales	C
	Office Businesses	C
	Light Manufacturing	C
	Warehouse, distribution facilities and wholesale business	C

The City may approve the Planned Unit Development (PUD) only if it is found that the development satisfies all of the following standards:

5. The proposed Planned Unit Development (PUD) is in conformance with the Comprehensive Plan for Brainerd. At a minimum, the City must find that:
 - a. The use will not create an excessive burden on existing parks, schools, streets, and other public facilities and utilities, which serve or are proposed to serve the area.
 - i. *According to the EAW's trip generation, the proposed site and Greenwood Street can accommodate the increased traffic from the development.*
 - ii. *The development will connect to the City's sewer, water, and electrical system. The City Engineer has no concerns at this time regarding the increased utility usage.*
 - iii. *The additional residential units will positively impact the City and School District.*
 - b. The use is reasonably related to the overall needs of the City and is compatible with the surrounding land use.
 - i. *The City and Crow Wing County as a whole are in need of diverse housing options, which are a part of the Housing Goals and Policies of the Comprehensive Plan.*
 1. HOUSING GOAL 1 Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.
 - a. Policy 2 - Expand home ownership and rental opportunities through rehabilitation and new construction.
 - b. Policy 5 - Ensure an adequate supply of quality and affordable housing units for current and future residents.

- c. The Planned Unit Development (PUD) is an effective and unified treatment of the development possibilities on the project site, and the development plans provide for the preservation of unique natural amenities.
 - i. *The development intends to use the rural setting of the site as an integral element of the development. The wetland to the north will provide as a buffer between this property and the low-medium density Woodland Hills Development.*
 - ii. *The site plan has been revised to accommodate future development and future stormwater requirements.*
- d. The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property and will not be detrimental to surrounding uses.
 - i. *This property is surrounded primarily by vacant land and is adjacent to Business 371 and will not have an undue and adverse impact on the reasonable enjoyment of neighboring properties and will not be detrimental to surrounding uses.*
 - ii. *The proposed apartment buildings are at least 300 feet from any other neighboring structure. The property to the West is depicted as an outlot in the Final Plat, which would need City Council approval for any future development.*
 - iii. *Properties along Business 371 in this area are all commercial uses.*
 - iv. *According to the EAW, increased traffic will generate a relatively small corresponding increase in carbon monoxide levels and other vehicle-related air emissions. The Project is expected to have a negligible impact on air quality. Based on traffic impact findings described further in EAW Item 20, the Project is anticipated to have approximately 1,293 total weekday trips, the majority of which will be from residents commuting to and from work.*
 - v. *Trip generation was estimated using the methodology outlined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021). The proposed project is expected to generate about 1,293 vehicle trips per weekday. Within the PM peak hour, the Project is expected to generate 102 trips, consisting of 64 entering vehicles and 38 exiting vehicles (Table 20-1 of the EAW).*
 - 1. *The proposed Project does not meet the threshold of 250-peak hour trips, or 2,500 new daily trips described in MnDOT Access Management Manual Chapter 5.3, and a full Traffic Impact Study is not required for this development.*
- 6. Additionally, the Planned Unit Development (PUD) meets one or more of the following development criteria according to Section 515-5-7.C.2
 - a. A minimum of two (2) or more principal structures is proposed.
 - i. *The applicant is proposing the construction of four (4) multi-unit buildings with separate garages.*
 - b. The tract is at least two (2) acres in size.
 - i. *Lot 1 Block 1 is 8.48 acres*
 - ii. *Lot 1 Block 2 is 3.81 acres*

- c. The Planned Unit Development (PUD) can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site.
 - i. *Natural buffers will be maintained between existing developments and the site, specifically to the north where there is existing residential development.*
 - ii. *While not required, the applicant has submitted a tree removal plan that depicts a significant buffer to the west.*
 - iii. *The surrounding developments are comprised of residential properties, a senior living facility, a recovery facility, and commercial properties along Business 371.*
- d. Each phase of the proposed development is of sufficient size, composition, and arrangement so that its construction, marketing, and operation are feasible as a complete unit, and that provision for and construction of dwelling units and common open space are balanced and coordinated. In addition, the total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
 - i. *The proposed development will be fully constructed with four apartment buildings to accommodate 176 dwelling units. The project will be constructed in two phases.*
 - ii. *The remaining property has been divided into Outlots that would require future approvals from the City to develop.*
 - iii. *The proposed design allows for the future expansion of both residential and commercial uses and the developer plans to subdivide Outlot A in the future for commercial uses along Business 371 and additional residential uses to the west.*
- e. Financing is available to the applicant on conditions and in an amount which is sufficient to assure completion of the Planned Unit Development (PUD). To evidence this finding, a written statement of financial feasibility, which is accepted by the City, shall be submitted by the applicant.
 - i. *The applicant has the ability to acquire the necessary financing to complete the proposed development in full.*
 - ii. *The applicant has provided an escrow to the City to pay for legal review.*
- f. Planned Unit Development (PUD) provides for architectural diversity by way of varied building types and exterior building design.
 - i. According to [Section 515-4-2 Building Design Standards](#) - Multi-family dwelling units shall be designed to create visual interest through a variety of materials, colors, textures, installation direction, structural elements such as balconies, porches, and wall patterns, or other characteristics that create articulation either between units or floors.
 - 1. *The proposed building has a variety of elements to create visual interest such as alternating wall patterns, color changes, stonework, and balconies.*
- g. Underground Utilities - In any Planned Unit Development (PUD), all utilities, including, but not limited to, telephone, electricity, gas, and cable television shall be installed underground.

- i. *All utilities in the development are planned to be placed underground.*
- h. Utility Connections -
 - i. Water Connections. When more than one property is served from the same service line, a shut off valve must be located in such a way that each unit's service may be shut off and secured by the City, in addition to the normally supplied shut off at the street.
 - ii. Sewer Connections. When more than one (1) unit is served by a sanitary sewer lateral which exceeds three hundred (300) feet in length, provisions must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owner's association or owner.
 - 1. *Staff have no concerns about the utility design at this time.*
 - 2. *The Sanitary Sewer model performed by SEH indicates that the current sewer system can accommodate the flow from the planned development. The model indicates the pipe will operate near its recommended capacity limit during wet weather conditions.*
 - 3. *A provision has been added to the development agreement to allow the City to upsize the utilities for potential future development in the area.*
- i. Roadways, Private Design - Private roadways within the project shall have an improved surface to 28 feet or more in width and shall be so designed as to permit the City fire trucks to provide protection to each building.
 - i. *The applicant proposes to create a public street between the two apartment complexes.*
 - ii. *The Fire Department has reviewed the site plan and has no concerns about access.*
- j. Parking - No portion of the required private road system may be used in calculating required off-street parking space or be used for parking.
 - i. *The proposed planned unit development does not have a private road.*
 - ii. *The proposed PUD Overlay district regulations propose no parking minimums for this development as the applicant has adequately addressed off-street parking in the plans.*
 - iii. *This development is subject to parking maximums which the proposed site plan does not exceed.*
- k. Landscaping - In any Planned Unit Development (PUD), landscaping shall be provided according to a plan approved by the City Council, which shall include a detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the Planned Unit Development plan.
 - i. *A detailed landscape plan has been submitted. The landscape plan has been designed to enhance the structures and parking facilities.*
 - ii. *Staff will work with the developer prior to issuance of the building permit, to make any required minor changes to ensure that the development is consistent with the Landscaping Improvement Standards of the Zoning Code.*

- iii. *The proposed project meets the shrub and tree requirements of the Zoning Code.*
 - iv. *Significant natural buffers will be maintained that will help screen the development from surrounding areas and roadways.*
- l. Public services - The proposed project shall be served by the City water and sewer system, and fire hydrants shall be installed at such locations as necessary to provide fire protection.
 - i. *The development will be served by City sewer and water, and there are no concerns over placement of the fire hydrants at this time.*
- m. Refuse - Provision for trash pick-up shall be provided according to a plan approved by the City Council.
 - i. *Per City Code, refuse must be collected at a minimum on a weekly basis.*
- n. Best Management Practices - All Planned Unit Developments shall incorporate Best Management Practices for stormwater management as defined by Chapter 7 of the City Code, subject to review and approval of the Zoning Administrator, Planning Commission and City Council.
 - i. *Upon review of the EAW it was determined that the proposed project is located in the Drinking Water Supply Management Area (DWSMA) and is in a High Vulnerability Surface Water Contribution Area.*
 - ii. *According to [Section 725 Stormwater Management](#) of the City Code, stormwater infiltration is prohibited within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.*
 - iii. *The revised design places the infiltration basin outside of the high vulnerability zone.*
 - iv. *The development agreement states that all improvements and final designs must adhere to City Code and must be approved by the City prior to issuance of the building permit.*
- o. Sidewalks and Trails - Except as otherwise determined by the City Council, concrete sidewalks not less than five (5) feet in width and/or bituminous trails not less than eight (8) feet in width shall be provided.
 - i. *The applicant proposes a sidewalk on the south side of Voyageur Drive.*
 - ii. *Upon final approval and commencement of the project, the City shall consider a future trail that would connect this development to Buffalo Hills Park and the existing City trail system.*

FINDINGS OF FACT – FINAL PLAT

1. That the proposed subdivision is consistent with adopted applicable general and specific comprehensive plans of the City.
 - a. *The applicant proposes to rezone the property from Rural Living 1 (RL-1) to a PUD Overlay District.*
 - i. *Section 515-2-21 states the purpose and Intent of the Planned Unit Development Overlay District is to provide for the integration and*

coordination of land parcels as well as the combination of various types of residential, commercial, and industrial uses.

- ii. *The applicant proposes to construct 176 apartment units with future commercial uses fronting Business 371.*
 - iii. *The future land use map designates this area for Mixed Residential/Commercial.*
2. The proposed subdivision is consistent with the Comprehensive Plan.
 - a. HOUSING GOAL 1 - Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.
 - i. Policy 2 - Expand home ownership and rental opportunities through rehabilitation and new construction.
 - ii. Policy 5 - Ensure an adequate supply of quality and affordable housing units for current and future residents.
3. That the physical characteristics of this site, including but not limited to topography, percolation rate, soil conditions, susceptibility to erosion and siltation, susceptibility to flooding, water storage, drainage and retention, are such that the site are suitable for the type of development, design, or use contemplated.
 - a. *The site does not have topographical challenges.*
 - b. *The developer has spoken with the City Engineer and regulatory authority about utility construction through the wetland and there are no concerns at this time.*
 - c. *Upon preliminary review the City Engineer has no concerns about the proposed infiltration basin.*
4. That the site is physically suitable for the proposed density of development.
 - a. The density for Lot 1 Block 1 is 13.44 dwelling units per acre
 - b. The density for Lot 1 Block 2 is 16.27 dwelling units per acre
 - i. *The CN-2 District, which is the base zoning district for the proposed PUD overlay, allows for a maximum of 12 dwelling units per acre.*
 - ii. *The proposed PUD Overlay district does not have a maximum dwelling unit per acre requirement and density will be reviewed on a case-by-case basis for each phase proposed by the developer.*
 - iii. *This area is currently underdeveloped with access to Greenwood Street that leads to Business 371 and Buffalo Hills Lane East. City staff have no concerns regarding traffic at this time.*
 - iv. *The site plan is designed appropriately for the four apartment buildings, garages, off-street parking, and community open space.*
5. That the design of the subdivision or the proposed improvements are not likely to cause environmental damage.
 - a. *Improvements will not cause environmental damage to the surrounding neighborhood. The development agreement would ensure that all stormwater is properly managed on site according to City Code requirements.*
 - b. *A thorough environmental review has been conducted through the EAW report and findings.*
6. That the design of the subdivision or the type of improvements, is not likely to cause public health problems.
 - a. *The improvements will not cause any public health problems.*

7. That the design of the subdivision or the type of improvements will not conflict with easements of record or with easements established by judgment of a court.
 - a. *Utility easements will remain and future easements are depicted on the preliminary plat.*
8. That the proposed subdivision, its site, or its design does not adversely affect the flood carrying capacity of the floodway increases flood stages and velocities or increases flood hazards within the floodway fringe or within other areas of the City.
 - a. *The proposed site will not increase flood hazards and is not located in a floodway or flood fringe.*
9. The proposed subdivision is consistent with the policies and standards of the State defined shoreland, floodplain, and wetland regulations.
 - a. *The proposed plat is outside of the shoreland district and floodplain.*
10. The City Council deems the subdivision is not premature.
 - a. *The proposed subdivision is located along current infrastructure.*
 - b. *Utilities will need to be constructed to serve the proposed development but are in close proximity to the site.*
11. A subdivision shall be consistent with the following plans:
 - a. Brainerd Comprehensive Plan.
 - b. Brainerd Sanitary Sewer Plan/Engineering Specifications.
 - c. Brainerd Water Plan/Engineering Specifications.
 - d. Stormwater Management Plan.
 - e. Comprehensive Trail Plan.
 - f. Capital Improvement Plan.
 - i. *A full list of the requirements in the capital improvement plan can be found in [Section 500-2-5.11.f](#)*
 - ii. *The Engineering Department and Community Development Department have no concerns with the above plans.*

As of this writing, the Community Development Department has received two calls regarding the proposed project. The residents were concerned about losing their view of the forest across from Woodland Hills Lane if this property is developed.

Two members of the public spoke at the original public hearing, and one had concerns about increasing density along Greenwood Street, specifically regarding vehicle and pedestrian travel.

Also, Mr. Thompson, who owns the property to the west, requested that the Planning Commission/ City consider a permanent 100' wide conservation easement on the west side of the property to create a vegetative screening buffer between his property and the proposed development. Staff indicated that we would work with the developer to see what was possible.

STAFF RECOMMENDATION

Staff recommend approval of the Final Plat and PUD Final Plan as presented.



Community Development Department

City Hall — 501 Laurel Street Brainerd, MN 56401

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

www.ci.brainerd.mn.us

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

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

PROPERTY ADDRESS: TBD Greenwood Street

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy) PID#s: 41020691 and 41020682

Property Owner Name: Lively Auto Company

Street Address: 512 Laurel Street City: Brainerd State: MN Zip Code: 56401

Phone Number: _____ Fax: _____ E-mail: rb0e@larkinhoffman.com

Applicant Name: (if different than Property Owner) Kuepers Inc.

Street Address: 17018 Commercial Park Rd. City: Brainerd State: MN Zip Code: 56401

Phone Number: 218-829-0707 Fax: 218-829-0383 E-Mail: stevek@kuepers.com

Description of Request: Final PUD and Final Plat Application for
Voyageur Heights Apartments revised site design.

Henry Charles Mills

Property Owner Signature

Henry Charles Mills

(Please print name)

Steve Kuepers

Applicant Signature

Steve Kuepers

(Please print name)

12/26/2025

Date

12/29/25

Date



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: TBD Greenwood Street

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: See Survey

(attach description if lengthy) PID#'s: 41020691 and 41020682

Property Owner Name: Lively Auto Company

Street Address: 512 Laurel Street City: Brainerd State: MN Zip Code 56401

Phone Number: _____ Fax: _____ E-mail: rboe@larkinhoffman.com

Applicant Name: (If different than Property Owner) Kuepers Inc.

Street Address: 17018 Commercial Park Road City: Brainerd State: MN Zip Code: 56401

Phone Number: 218-829-0707 Fax: 218-829-0383 E-mail: stevek@kuepers.com

Description of Request: Rezone to CN-2 with a PUD Overlay District

Charlie Mills

Property Owner Signature

08/22/25

Date

Charlie Mills

(Please print name)

[Signature]

Applicant Signature

8-21-25

Date

Steve Kuepers

(Please print name)

(OVER)

**ORDINANCE
NO. 1596**

**AN ORDINANCE AMENDING SECTION 515-2-21 PUD AND THE ZONING MAP OF
THE CITY OF BRAINERD**

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code, on September 17th, 2025

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

SECTION ONE: Section 515-2-21.D of the Zoning Code is hereby amended by adding the following underlined language:

3. Voyageur Heights - Planned Unit Development (VH-PUD). The purpose of the VH-PUD is to allow for the development and redevelopment of the property with a mix of uses and dimensional standards. The following standards are established.

- a. The standards and uses contained within the Contemporary Neighborhood-2 (CN-2) Base Zoning District shall govern the VH-PUD district, with the modifications as noted in Table 515-2-21.3
- b. Additions to existing structures are permitted provided it meets the CN-2 Zoning District Dimensional Standards of Table 515-2-7.1 and all other requirements in the Zoning Code.
- c. Development Standards. All approved Final PUD Plans shall govern the development of the property and shall be kept on file with the City Zoning Administrator.

Proposed Table 515-2-21.3 VH-PUD Dimensional and Use Standards - Density, Lot Size, Coverage and Height Standards.

Lot Dimensions	
Lot Size	None
Density (minimum)	4+ DU/Acre
Lot Width	None
Principal Building, Attached Accessory Building, and Detached Accessory Building Standards	
Front Yard Setback (minimum)	20'
Rear Yard Setback (minimum)	20'
Location, detached	Must meet Principal Structure setbacks, may be located in any Yard
Total Number of Permitted Accessory Buildings	3 per Primary Structure
Coverage and Height Standards	
Impervious Surface Coverage (maximum)	75%
Principal structure height (maximum)	45'
Other Standards	

	<u>Driveway</u>	<u>Width at ROW maximum is 36'</u>
	<u>Parking (minimum)</u>	<u>none</u>
	<u>Shrub Planting (minimum)</u>	<u>Four (4) shrubs or perennials shall be planted per first floor dwelling unit</u>
	<u>Landscape Islands (minimum)</u>	<u>One (1) island per thirty (30) continuous rows of internal parking spaces</u>
	<u>Commercial and Industrial Use Design Construction Standards</u>	<u>Facades facing a public street shall not exceed twenty-five (25) percent metal unless allowed upon approval of a Conditional Use Permit. Side and Rear Facades may be one-hundred (100) percent metal and may have exposed fasteners.</u>
Uses Permitted		
	<u>Appendix A: Table of Uses, CN-2 District</u>	<u>All permitted, conditional and interim uses</u>
	<u>Multifamily attached dwelling units (5+ units)</u>	<u>P</u>
	<u>Car Wash Accessory to Motor Vehicle Fuel Sales</u>	<u>C</u>
	<u>Commercial/Retail Establishments</u>	<u>C</u>
	<u>Contractor Offices</u>	<u>C</u>
	<u>Motor Vehicle Fuel Sales</u>	<u>C</u>
	<u>Office Businesses</u>	<u>C</u>
	<u>Light Manufacturing</u>	<u>C</u>
	<u>Warehouse, distribution facilities and wholesale business</u>	<u>C</u>

SECTION TWO: The Zoning Map of the City of Brainerd is hereby amended by changing the zoning designation of the property below from a RL-1 (Rural Living 1) District to Voyageur Heights – Planned Unit Development (VH-PUD) Planned Unit Development Overlay District:

PIN 41020691 and 41020682

SE1/4 of NE1/4 2 44 31

AND

PT OF NE1/4 OF SE1/4 LYING N & W OF C/L OF BUSINESS HWY 371

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

Adopted this _____ day of _____, 2026

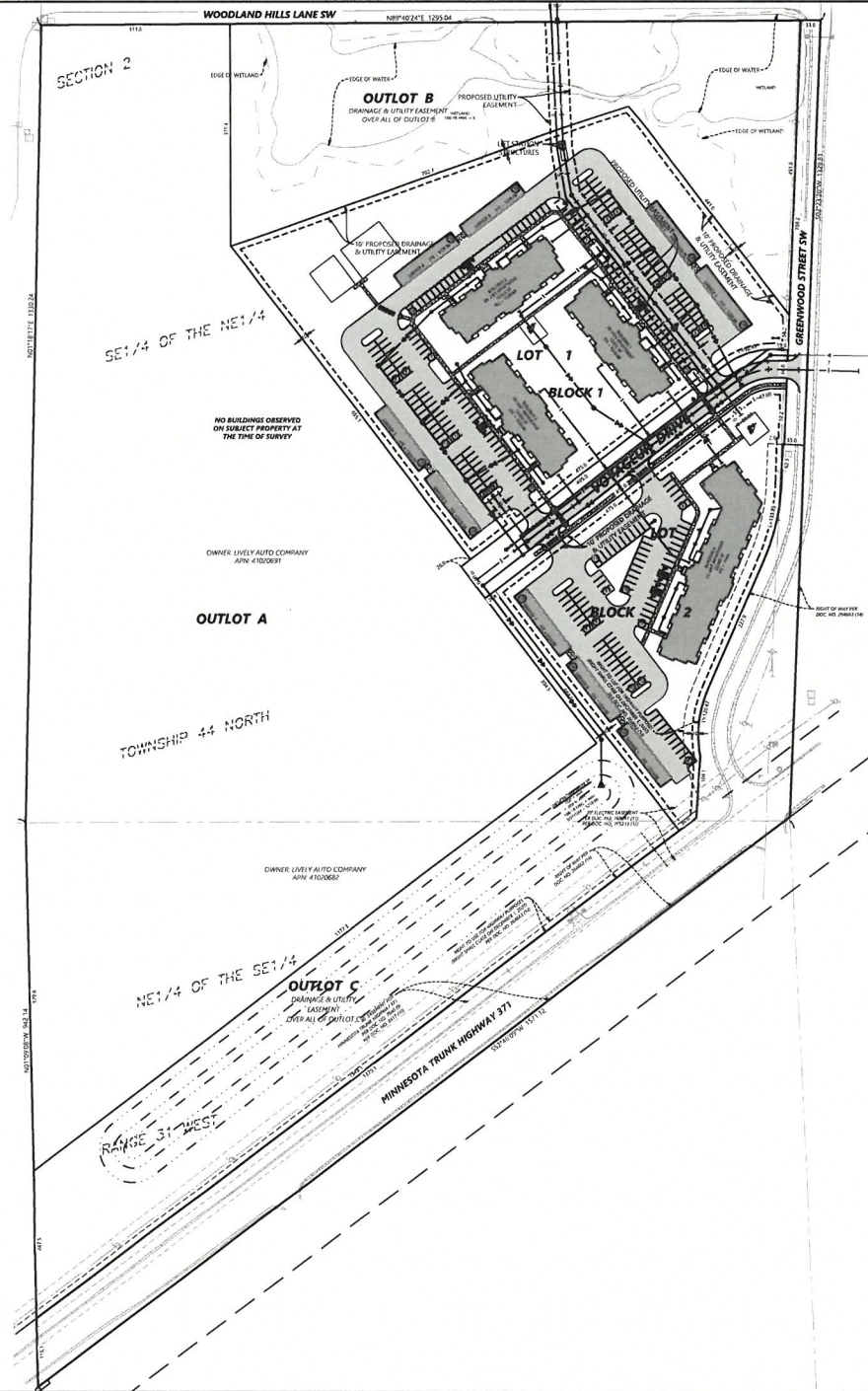
MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2026

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____



SITE LEGEND

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	SEWER LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TOP-OUT CURB AND GUTTER
---	---	POUND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING SPACES
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

PROPERTY DESCRIPTION

The following information was provided in First American National Title Insurance Company File Number 16757597 which has an commitment date of 6/5/2025.

The land referred to herein below is situated in the County of Crow Wing, State of Minnesota, and is described as follows:

The Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and that part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) North and West of the right-of-way of the Northern Pacific Railway Company, of Section 10, of Township Forty-four North, of Range Thirty-one (31) West, Crow Wing County, Minnesota.

NOTE: This property is Taxed, Tax Map Certificate No. 112/323.

"SURVEYOR'S NOTES"

MINNESOTA TRUNK HIGHWAY 371 IS NOT EXCEPTED IN THE ABOVE LEGAL DESCRIPTION AND IS SHOWN THIS WAY ON THE SURVEY. HOWEVER IT APPEARS HIGHWAY RIGHT OF WAY HAS BEEN TAKEN IN PER DOCUMENT NO. 194468. ADDITIONAL TITLE REVIEW MAY BE NECESSARY FOR CLARIFICATION ON THIS MATTER.

GENERAL NOTES

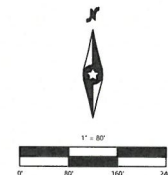
1. Bearings of property lines shown herein are based on the Crow Wing County coordinate system, (NAD 83 - 2011 Control Adjustment).
2. Lengths of lines and distances between features are measured in US Survey Feet.
3. Elevation and ground contours shown herein are relative to the NAVD83.

LOT AREA CHART

LEGAL DESCRIPTION	LOT AREA (ACRES)
LOT 1 - BLOCK 1	1.44 AC
LOT 1 - BLOCK 2	1.44 AC
OUTLOT A	2.12 AC
OUTLOT B	1.44 AC
OUTLOT C	1.44 AC
MINNESOTA TRUNK HIGHWAY 371	1.44 AC
TOTAL	14.40 AC

DEVELOPER:
Project No.
Project No.

SURVEYOR/ENGINEER:
Westwood Professional Services, Inc.
1701 E COMMERCIAL PARK RD
BRANDER, MN 56301
Minnesota, #1113347



DATE:	8/29/2025
DRAWN BY:	WESTWOOD
CHECKED BY:	WESTWOOD
APPROVED BY:	WESTWOOD
DATE:	8/29/2025

PREPARED FOR:	KUEPERS, INC.
PROJECT:	1701 E COMMERCIAL PARK RD
LOCATION:	BRANDER, MN
DATE:	8/29/2025

KUEPERS BRAINER - VOYAGEUR HEIGHTS
BRANDER, MN



PRELIMINARY PLAT

SHEET NUMBER:
C102

DATE: 8/29/2025
PROJECT NUMBER: 0068943

VOYAGEUR HEIGHTS

KNOW ALL PERSONS BY THESE PRESENTS That Voyageur Heights Apartments of Brainerd, LLP, a Minnesota limited liability limited partnership, fee owner of the following described property situated in the County of Crow Wing, State of Minnesota, to wit:

The Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) and that part of the Northeast Quarter (NE1/4 SE1/4) North and West of the right of way of the Northern Pacific Railway Company, of Section Two (2), of Township Forty-four (44) North, of Range Thirty-one (31) West, Crow Wing County, Minnesota;

Has caused the same to be surveyed and plotted as VOYAGEUR HEIGHTS and does hereby dedicate to the public for public use forever the public ways and also dedicates the easement as shown on this plot for drainage and utility purposes as shown on this plot.

In witness whereof said Voyageur Heights Apartments of Brainerd, LLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its proper officers this _____ day of _____, 20____.

Voyageur Heights Apartments of Brainerd, LLP, a Minnesota limited liability limited partnership

By: Voyageur Heights Apartments of Brainerd, LLC
Its General Partner

By: _____
Steven D. Kuipers
Its Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Steven D. Kuipers, Chief Manager of Voyageur Heights Apartments of Brainerd, LLC, General Partner of Voyageur Heights Apartments of Brainerd, LLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, Matthew J. Welinski, do hereby certify that this plot was prepared by me or under my direct supervision; that I am a duly licensed Land Surveyor in the State of Minnesota; that this plot is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plot; that all monuments depicted on this plot have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plot; and all public ways are shown and labeled on this plot.

Dated this _____ day of _____, 20____.

Matthew J. Welinski, Land Surveyor
Minnesota License No. 53598

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Matthew J. Welinski

(Signature) _____
(Print Name)

Notary Public, _____ County, Minnesota My Commission Expires _____

CITY OF BRAINERD

This plot of VOYAGEUR HEIGHTS was approved by the City Council of Brainerd, Minnesota, on this _____ day of _____, 20____.

Attest: _____
Mayor City Administrator

CROW WING COUNTY RECORDER

I hereby certify that the within plot of VOYAGEUR HEIGHTS was recorded on this _____ day of _____, 20____, at _____ o'clock _____ M. as Document No. _____

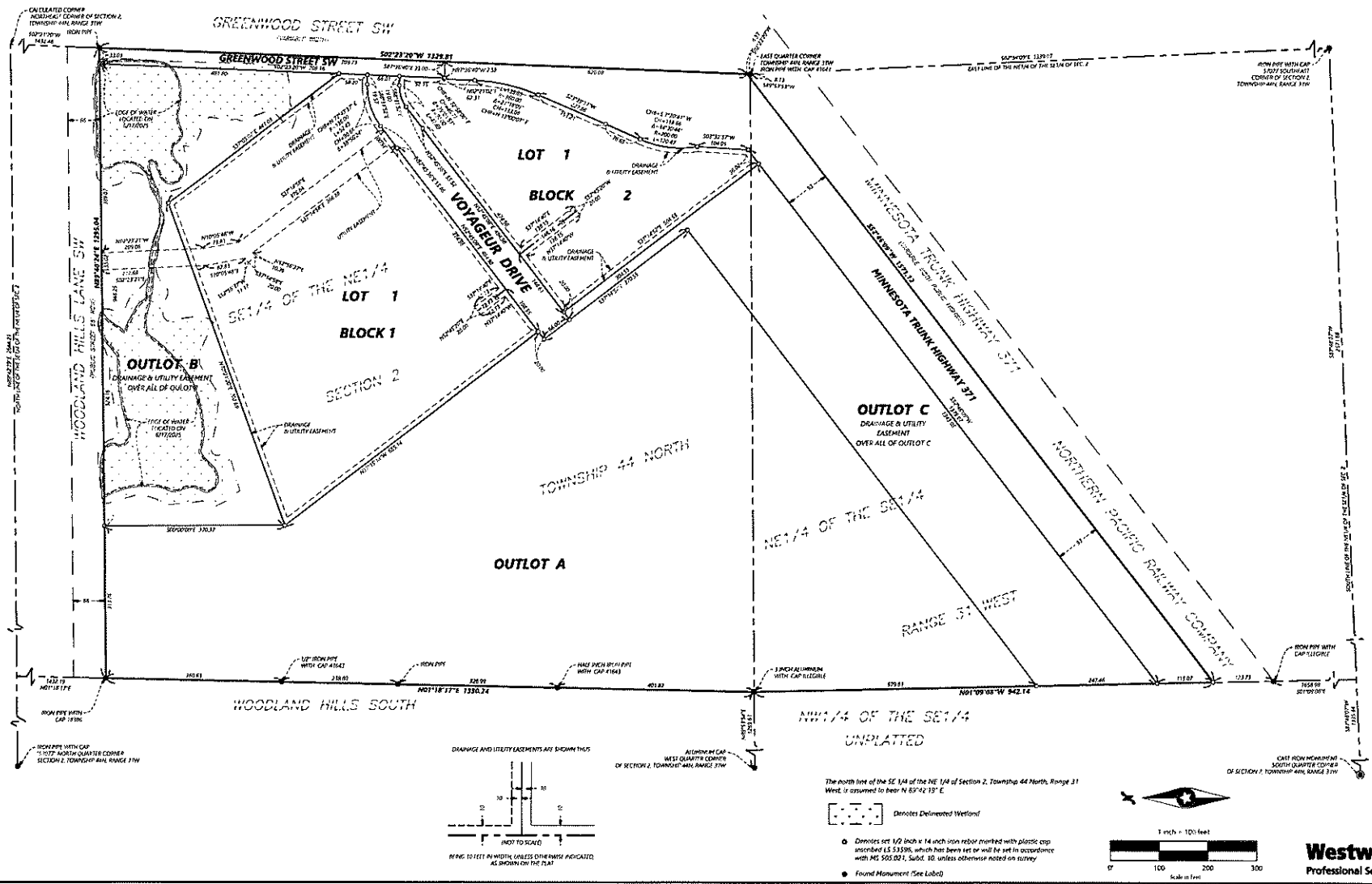
Gary Griffin, County Recorder
Crow Wing County, Minnesota

CROW WING COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plot and transfer and pursuant to Chapter 505.01, Subd. 3, taxes payable for the year _____ on the land herein described have been paid this _____ day of _____, 20____.

Gary Griffin, County Auditor/Treasurer
Crow Wing County, Minnesota

VOYAGEUR HEIGHTS



© 2023 Westwood Professional Services, Inc. KUEPERS BRAINERD - VOYAGEUR HEIGHTS

PERMIT APPROVAL PLANS

FOR

SITE IMPROVEMENTS

FOR

VOYAGEUR HEIGHTS BRAINERD, MN

PREPARED FOR:
KUEPERS, INC
17018 COMMERCIAL PARK RD
BRAINERD, MN
CONTACT: CHRIS RAIMANN
PHONE: 218.824.2233
EMAIL: CHRISR@KUEPERS.COM

PREPARED BY:

Westwood

Phone: (855) 817-5102 12252 Whitewater Drive, Suite #300
Email: (888) 917-5100 Westwood@westwood.com
www.westwood.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0068943.00
CONTACT: DAVID BADE

SHEET INDEX

Sheet List Table	
Sheet Number	Sheet Title
C001	COVER
C100	EXISTING CONDITIONS & REMOVAL PLAN
C101	OVERALL PLAN
C200	SITE PLAN
C201	SITE PLAN - NORTH
C202	SITE PLAN - SOUTH
C300	GRADING PLAN
C301	GRADING PLAN - NORTH
C302	GRADING PLAN - SOUTH
C303	GRADING DETAIL - BASIN 1P
C304	ADA GRADING PLAN
C305	CROSSWALK GRADING PLAN
C400	INITIAL EROSION CONTROL PLAN
C401	FINAL EROSION CONTROL PLAN
C402	SWPPP NARRATIVE
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C500	OVERALL UTILITY PLAN
C501	SANITARY SEWER & WATERMAIN PLAN
C502	SANITARY SEWER & WATERMAIN PROFILE
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C504	STORM SEWER PLAN - NORTH
C505	STORM SEWER PLAN - SOUTH
C506	DRAINTILE STORM SEWER PLAN
C507	STREET & STORM PROFILE
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C900	DETAILS
C901	DETAILS
C902	DETAILS
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E100	ELECTRICAL SPECS
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E300	SINGLE LINE DIAGRAM
L100	LANDSCAPE PLAN
L101	LANDSCAPE PLAN - NORTH
L102	LANDSCAPE PLAN - SOUTH
L103	LANDSCAPE NOTES & DETAILS



Vicinity Map
(NOT TO SCALE)

BENCHMARKS

BM-1
1222 94 INWAD 88 DATUM
-TOP NUT HYDRANT
NORTHWEST QUADRANT OF INTERSECTION OF WOODLAND HILLS LANE SW AND GREENWOOD STREET SW

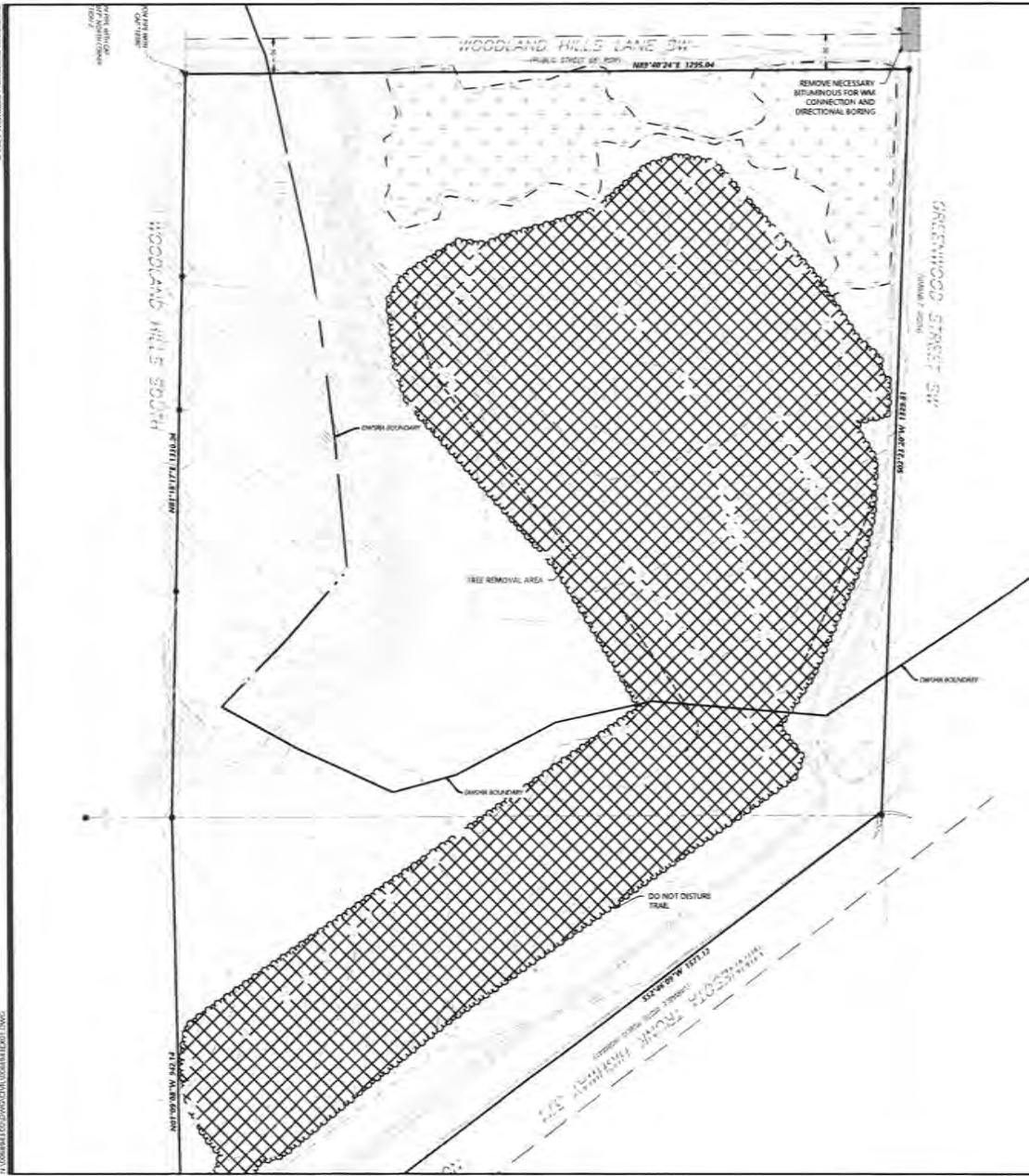
NO.	DATE	REVISION	SHEETS
1	10/06/2025	PUG PLANS	ALL
2	1/5/2026	FINAL PUG PLANS	ALL

PERMIT APPROVAL PLANS

FOR
SITE IMPROVEMENTS
FOR
VOYAGEUR HEIGHTS
BRAINERD, MN

INITIAL SUBMITTAL DATE: 8/29/2025 SHEET: C001

PROJECT NUMBER: 0068943.00



REMOVAL LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	SAW CUT PAVEMENT
---	---	CURB & GUTTER
---	---	SANITARY SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	STORM SEWER
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE RIBBON OPTIC
---	---	CABLE TELEVISION
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE
---	---	BITUMINOUS
---	---	BUILDING
---	---	TREE
---	---	LIGHT POLE
---	---	TRAFFIC SIGN
---	---	CONSTRUCTION BARRICADE
---	---	SOIL BORING LOCATION
---	---	TREE LINE

REMOVAL NOTES

1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
3. CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.



Call 48 Hours before digging
811 or call811.com
LAWRENCE, OREGON 97146

DATE	BY	REVISION
8/29/2025	KL	ISSUED FOR PERMIT
8/29/2025	KL	ISSUED FOR PERMIT
8/29/2025	KL	ISSUED FOR PERMIT
8/29/2025	KL	ISSUED FOR PERMIT
8/29/2025	KL	ISSUED FOR PERMIT

PREPARED FOR:
KUEPERS, INC.
1775 S. CLARK ROAD, SUITE 100
BRANDED, MN 55009

DATE: 8/29/2025
BY: KL
PROJECT: 0068943.00

KUEPERS - BRANNER - VOYAGEUR HEIGHTS
BRANNER, MN 55009

Westwood
10000 Westwood Drive, Suite 100
Westwood, MN 55009
Phone: 507-535-1100
Fax: 507-535-1101
www.westwoodmn.com

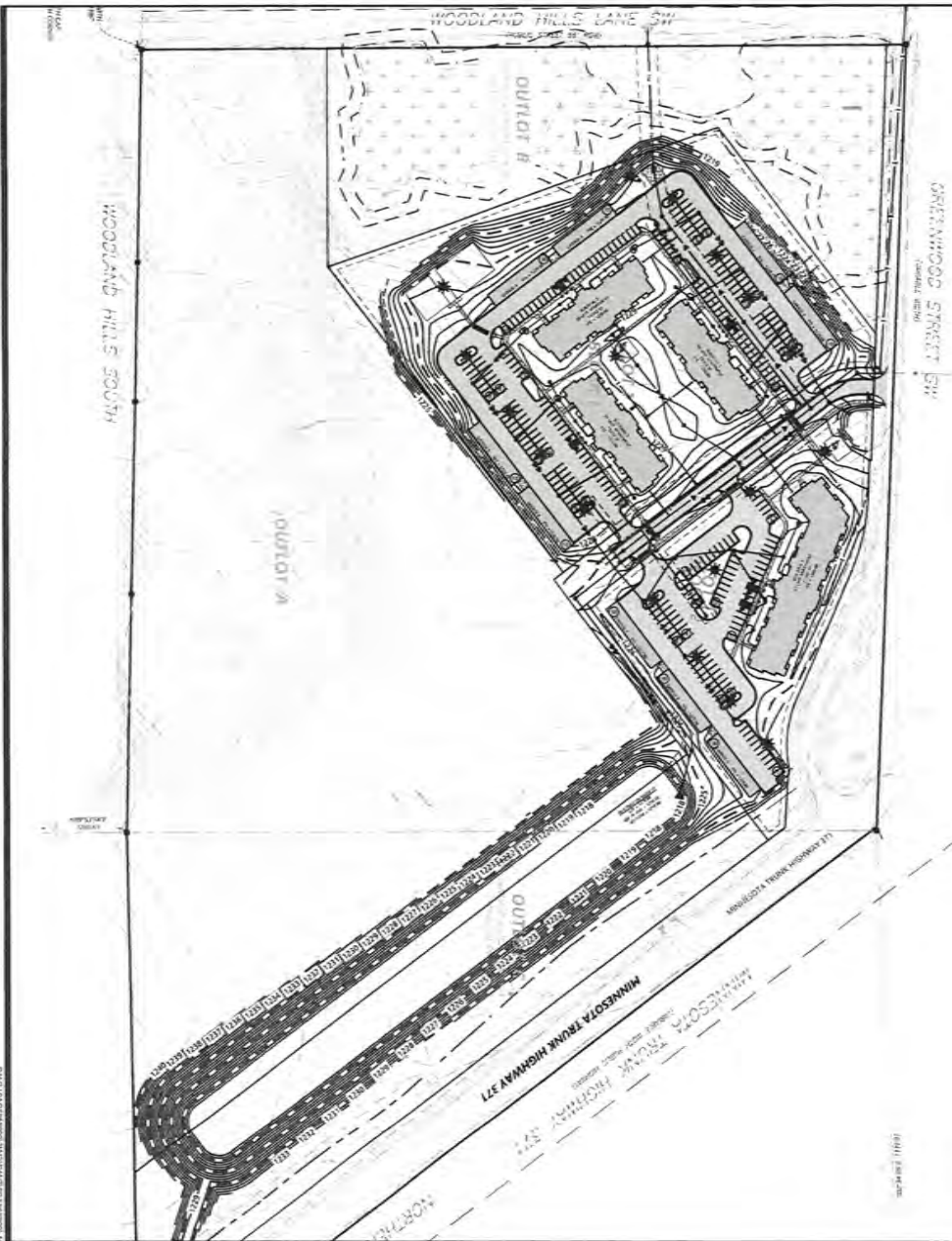
EXISTING CONDITIONS & REMOVAL PLAN

SHEET NUMBER:
C100

DATE: 8/29/2025
PROJECT NUMBER: 0068943.00

© 2025 Westwood Engineering, Inc.

0068943.00 8/29/2025 11:00 AM 11:00 AM



SITE LEGEND

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	WETLAND
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

Call 48 hours before digging
811 or call 811.com
Common Ground Alliance



DATE: 8/29/2025	DESIGNED: [Signature]
PROJECT: 0068943.00	DRAWN: [Signature]
CLIENT: KUEPERS, INC.	CHECKED: [Signature]
LOCATION: 17016 COMMERCIAL PARK RD	APPROVED: [Signature]
CITY: BRainerd, MN	SCALE: AS SHOWN

PREPARED FOR:
KUEPERS, INC.
17016 COMMERCIAL PARK RD
BRainerd, MN 56309

DESIGNED BY: [Signature]
DATE: 8/29/2025
PROJECT: 0068943.00
SHEET: 101 OF 101

KUEPERS
BRainerd -
VOYAGEUR
HEIGHTS
BRainerd, MN

Westwood
ENGINEERING
1000 1ST AVE
BRainerd, MN 56309
507-831-1111
www.westwoodeng.com

OVERALL
PLAN

SHEET NUMBER:
C101

DATE: 8/29/2025
PROJECT NUMBER: 0068943.00

KUEPERS BRainerd - VOYAGEUR HEIGHTS



EXISTING	PROPOSED	
[Solid line]	[Dashed line]	PROPERTY LINE
[Solid line]	[Dashed line]	LOT LINE
[Solid line]	[Dashed line]	SETBACK LINE
[Solid line]	[Dashed line]	EASEMENT LINE
[Solid line]	[Dashed line]	CURB AND GUTTER
[Solid line]	[Dashed line]	TRIP-OUT CURB AND GUTTER
[Solid line]	[Dashed line]	POND NORMAL WATER LEVEL
[Solid line]	[Dashed line]	RETAINING WALL
[Solid line]	[Dashed line]	FENCE
[Solid line]	[Dashed line]	CONCRETE PAVEMENT
[Solid line]	[Dashed line]	CONCRETE SIDEWALK
[Solid line]	[Dashed line]	HEAVY DUTY RETAINMENT PAVEMENT
[Solid line]	[Dashed line]	NORMAL DUTY RETAINMENT PAVEMENT
[Solid line]	[Dashed line]	WETLAND
[Solid line]	[Dashed line]	NUMBER OF PARKING STALLS
[Solid line]	[Dashed line]	TRANSFORMER
[Solid line]	[Dashed line]	SITE LOCATION
[Solid line]	[Dashed line]	TRAFFIC SIGN
[Solid line]	[Dashed line]	POWER POLE
[Solid line]	[Dashed line]	POLLARD LIGHT

DESTINING ZONING	RL-1, RURAL URBAN
PROPOSED ZONING	C-2 WITH PUD OVERLAY
PARCEL DESCRIPTION	PORTION OF 41(02569) IS 4(02056)
PROPERTY DEVELOPMENT AREA	837,842.38 SF (19.21 AC)
DEVELOPMENT AREA INCLUDES THE FOLLOWING USE PRELIMINARY PLAN FOR LOT AREA DATA	
LOT 1 - BLOCK 2	385,528.57 SF (8.81 AC)
LOT 1 - BLOCK 2	163,925.28 SF (3.81 AC)
OUTLOT C	202,122.38 SF (4.61 AC)
VOYAGEUR DRIVE	-62,241.87 SF (1.41 AC)
DESTINING SUPERVISOR'S SURFACE	0.00 (0.00%)
PROPOSED SUPERVISOR'S SURFACE	294,318.37 SF (6.76%)
BUILDING GROSS RATE	42,254.57 (C) (MAXIMUM)
	13,552.57 (INDIVIDUAL 38 UNIT BUILDING)
	22,502.57 (82 UNIT BUILDING)
FLOOR AREA RATIO (FAR)	0.07 (C) (MAXIMUM)
	0.07% (INDIVIDUAL 38 UNIT BUILDING)
	0.04% (82 UNIT BUILDING)
PARKING PROVIDED SURFACE	3/8%
CARSPACE	389
	80

1. BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES
MINNETONKA, MN, JUNE 2015.
2. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
3. REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
4. ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF DECK, RAMPS, AND TRUCK DOCKS.
6. ALL CURB RADIUS SHALL BE 30 FEET TO FACE OF CURB UNLESS OTHERWISE NOTED.
7. ALL CURB AND GUTTER SHALL BE 6012 UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS CONE BARRIERS, TRAFFIC BARRIERS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
9. RETURNING PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
11. SITE LIGHTING SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND DIMENSIONS.

[illegible]

PREPARED FOR:
KUEPERS, INC
17016 COMMERCIAL PARK RD
BRANDT, MN

EVERETT LATER TOLD THE JURY SHE BELIEVES HE IS
THE MAN WHO DIRECTLY KILLED KING, AND THAT SHE
WAS ACTIVELY INVOLVED IN THE ATTEMPT TO OBTAIN THE
EVIDENCE FOR THE STATE OF MISSISSIPPI.

**KUEPERS
BRAINERD -
VOYAGEUR
HEIGHTS**
BRAINERD, MN

Westwood

SITE PLAN

SHEET NUMBER

C200

DATE 8/29/2025

PROJECT NUMBER: 0068943.00



EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TRIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY ASPHALT/CONC PAVEMENT
		NORMAL DUTY ASPHALT/CONC PAVEMENT
		WETLAND
		NUMBER OF PARKING STALLS
		TRANSFORMER
		STREET LIGHTING
		TRAFFIC SIGN
		POWER POLE
		ROLLUP / POST

GENERAL SITE NOTES

SEE SHEET C200 FOR GENERAL SITE NOTES

■ SITE DETAILS (SI-0XX)

- 1A. 8812 CURB AND GUTTER
- 1B. 8818 CURB AND GUTTER
5. INTEGRAL CURB AND INCH
6. CONCRETE CROSS GUTTER
8. PRIVATE CONCRETE SIDEWALK
9. PEDESTRIAN CURB RAMP (SEE MINDOT DETAILS)
10. PARALLEL PEDESTRIAN CURB RAMP (SEE MINDOT DETAILS)
11. CROSS WALK STRIPING
14. SIGN INSTALLATION
15. HANDCAP ACCESSIBLE SIGNAGE AND STRIPING
15. PAVEMENT SECTIONS
31. BEAVERTAIL CURB

 SIGN LEGEND

REFERENCE	SIZE
S.1 STOP SIGN	30" X 30"
S.2 HANDICAP ACCESSIBLE	12" X 18"
S.3 TYPE 4 OBJECT MARKER	18" X 18"
S.4 CITY STREET NAME SIGN	

SITE KEYNOTES

- A MATCH EXISTING PAVEMENT
- B MATCH EXISTING CONCRETE PAVEMENT WITH SAWCUT
- C FLUSH CURB
- D TRANSITION CURB
- E MONUMENT SIGN (SEE ARCH PLANS)
- F CONCRETE PAD FOR TRASH (SEE ARCH PLANS)
- G PLAY AREA BY OTHERS (SEE ARCH PLANS)
- H DOG PARK AREA BY OTHERS (SEE ARCH PLANS)
- I SPORT COURT BY OTHERS (SEE ARCH PLANS)
- J CURB TRANSITION FROM B619 TO B672
- K LIFT STATION (SEE DETAILS ON SHEETS EPS1)



FOR PERMIT APPROVAL

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Common Ground Alliance

[illegible]

PREPARED FOR
KUEPERS, INC
11018 COMMERCIAL PARK RD
BETHLEHEM, PA 18015

DAVID BAOF
02/29/2025 10:40:09

**KUEPERS
BRAINERD -
VOYAGEUR
HEIGHTS
BRAINERD, MN**

Westwood
13711 Westwood Blvd., Suite #200
Westwood, CA 91361
Tel: 310.206.1100
Fax: 310.206.1101
www.westwood.com

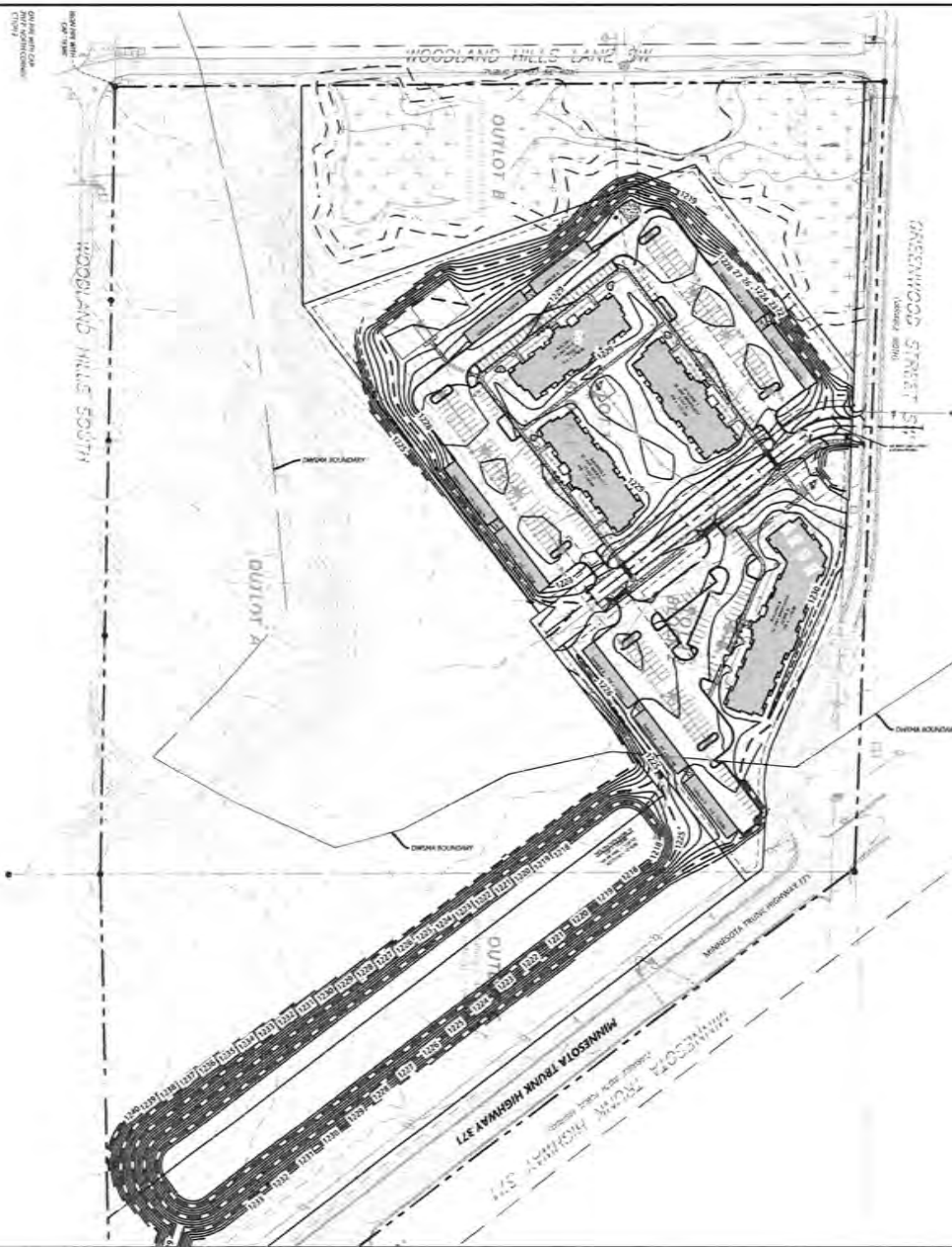
SITE PLAN -
NORTH

SHEET NUMBER:

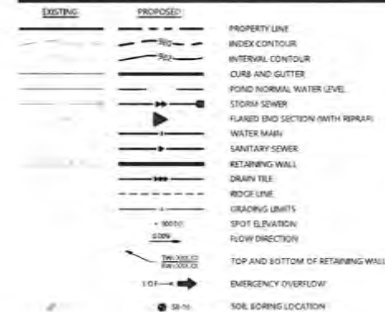
C201

DATE: 8/29/2025

KUEPERS BRAINERD - VOYAGEUR HEIGHTS



GRADING LEGEND



GRADING NOTES

1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, DIFF PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOORWAYS.
3. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TREND EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
4. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL, AND 100:0 OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE LANDSCAPE PLAN FOR PLANTING AND TREY ESTABLISHMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES AS NECESSARY TO MAINTAIN SUFFICIENT CLEARANCES, PLACEMENT AND ADJUSTMENT TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE UNIFORM STANDARDS.
6. ALL SLOPES SHALL BE GRADDED TO 1:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
7. CONTRACTOR SHALL UNDOUBTLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISH SURFACE WITHIN SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR INDICATED AT SUCH POINTS AND DESTINATIONS.
8. **SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
9. SEE SLOPS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
10. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL, THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
11. CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING: THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. PRIOR TO PLACING OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL AT MINIMUM SHALL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 PASSES WITHIN EACH 10' WIDE AREA. APPROXIMATE CHASSIS TRUCK OR APPROVED EQUIV. IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-CONTRACTED AS SPECIFIED HEREIN.
14. EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPORED DRYING METHOD AS OUTLINED IN MNDOT 2105.31 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
15. EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.31.
16. ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

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☒	INITIAL ISSUE	8/29/2025	
☒	CHECKED	10/27/2025	PLO PLANS
☒	REVIEWED	1/6/2026	FINAL PLO PLANS
☒	APPROVED		

REQUIRED FOR:

KUEPERS, INC.
2018 COMMERCIAL PARK RD
BRANFORD, NH

DANIEL BADE
8/29/2025 LEFTERS MO 40409

**KUEPERS
BRAINERD -
VOYAGEUR
HEIGHTS
BRAINERD, MN**

Westwood

GRADING
PLAN

SHEET NUMBER:

C300

DATE: 8/29/2025

PROJECT NUMBER: 0068943.00



EROSION CONTROL LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE (SEE DETAIL GD48)
		HEAVY DUTY SILT FENCE
		REDUNDANT SILT CONTROL (SEE DETAIL GD48)
		STORM SEWER
		FLARED END SECTION (WITH REPAIR)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		GRADING LIMITS
		ROCKY CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION

GENERAL EROSION CONTROL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL TURF OR GRASS/COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, Dikes, MOUNDING, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
3. EROSION AND SILTATION CONTROL (ESC) THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE EXPOSING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR DRAINS SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE WORK IS ESTABLISHED.
4. ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
5. PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
6. WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH ROP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
7. ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH. SO2, EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
8. THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MAUDOT, AND CITY.
 - A. TEMPORARY (GREATER THAN 1-YEAR) SEED SHALL BE MINDOT SEED MIX 20-111 AT 50-100 POUNDS PER ACRE.
 - B. TEMPORARY LESS THAN 1-YEAR SEED SHALL BE MINDOT SEED MIX 21-112 (FALLS OR 21-111 (SPRING/SUMMER) AT 100 POUNDS PER ACRE.
 - C. INFILTRATION/FILTRATION BASIN SHALL BE MINDOT SEED MIX 34-262 AT 14.5 POUNDS PER ACRE.
 - D. POND SLOPES SHALL BE MINDOT SEED MIX 33-261 AT 35 POUNDS PER ACRE.
 - E. GENERAL SEEDING SHALL BE MINDOT SEED MIX 25-151 AT 70 POUNDS PER ACRE.
 - F. MULCH SHALL BE MINDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
9. FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SO2 OR EROSION CONTROL BLANKET IS REQUIRED.
10. ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
11. ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE CRODGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PILING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.

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DESIGNED BY	8/29/2025
CHECKED BY	8/29/2025
DATE	8/29/2025
PROJECT NAME	VOYAGEUR HEIGHTS
PROJECT LOCATION	1701 E COMMERCIAL PARK RD
PROJECT NUMBER	006843.00

PREPARED FOR
KUEPERS, INC.
 1701 E COMMERCIAL PARK RD
 BRAINERD, MN

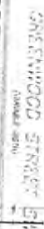
DESIGNED BY
KUEPERS - BRAINERD - VOYAGEUR HEIGHTS
 1701 E COMMERCIAL PARK RD
 BRAINERD, MN

DESIGNED BY
KUEPERS - BRAINERD - VOYAGEUR HEIGHTS
 1701 E COMMERCIAL PARK RD
 BRAINERD, MN

Westwood
 PROFESSIONAL SERVICES, INC.
 1701 E COMMERCIAL PARK RD
 BRAINERD, MN 56305
 (507) 835-1100
 www.westwoodps.com

INITIAL
 EROSION
 CONTROL
 PLAN
C400
 DATE: 8/29/2025
 PROJECT NUMBER: 006843.00





GENERAL WATERMAIN & SANITARY SEWER NOTES

EXISTING

PROPOSED

PROPERTY LINE

EASEMENT LINE

CURB AND GUTTER

SANITARY SEWER

SANITARY SEWER FORCE MAIN

STORM SEWER

DRAIN TILE

WATER MAIN

HYDRANT

UNDERGROUND ELECTRIC

OVERHEAD ELECTRIC

GATE VALVE

FLARED END SECTION (WITH REPAIR)

LIGHT POLE

- ### GENERAL STORM SEWER NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES ARE SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED SURVEYING TAKEN AT THE TIME THE PLANS WERE PREPARED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
11. STORM SEWER MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
12. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
13. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOWNSPouts, RAINPITS, TRUCK CATCHES, PRESSURE-BUILDING DOWNSPouts AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
14. PRIVATE UTILITY SHALL BE CONSTRUCTED BY ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SEWER LINE CONSTRUCTION WITH THE UTILITY COMPANY.
15. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONNECTION OR ANY OTHER REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, OR DAMAGE ANY CITY OR PRIVATE UTILITY WATER MAIN BELONGING TO THE CITY UNLESS CITY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
16. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10 FEET OF THE CROSSING. EVALUATE CROSSINGS WITH STORM SEWER.
17. UTILITY SERVICES SPECIFICALLY TERMINATE AT OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
18. STORM SEWER PIPE
- a. HOPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY
- b. HOPE STORM PIPE 4" - 10 INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252-HOPE STORM PIPE 12" - 20 INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252-HOPE STORM PIPE PER ASTM D3272 AND INSTALLED PER ASTM D3281
- c. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PER ASTM D2685 AND INSTALLED PER ASTM D2871
19. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASKETED OR WETBUSHED AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3 STORM SEWER LOCATED WITHIN 10 FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
20. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LINE (TRACKER) WIRE PER MINNESOTA PLUMBING CODE PART 604.9
21. WHEN CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF THE CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH OF EXISTING OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH "POST-CONSTRUCTION" ELEVATIONS IS REQUIRED.
22. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUPPLIED IN 15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SHAPED 25 FEET MIN. ELEVATIONS ON PLAN REFLECT THE SHAPED ELEVATIONS.
23. ADJUSTING RINGS MAY BE PNEUMATICALLY-RECYCLED HOPE AS MANUFACTURED BY LAIDITECH INC. OR APPROVED EQUIV. AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS; THE COMPLETE ADJUSTMENT OF THE CASTING THE HOPE RINGS SHALL BE DONE TO THE RINGS, SEALED TO THE MANHOLE STRUCTURE. CASTING AND ONE ANOTHER BY MEANS OF AN APPROVED BY "UL" SEALANT. THE MANHOLE ADJUSTING RINGS SHALL BE MOLDED FROM HIGH DENSITY POLYETHYLENE AS DEFINED IN ASTM SPECIFICATION D-4876. THE CONTRACTOR SHALL INSTALL PLAT AND SLOPING LIMITS TO MATCH THE REQUIRED SLOPE OR GRAB OF THE STRUCTURE. THE ADJUSTING RINGS SHALL BE TESTED TO INSURE COMPLIANCE WITH IMPACT AND LOADING REQUIREMENTS PER THE APPLIED STANDARDS. PROTECTION FOR HIGHWAY AND/or INSTALLATION SHALL BE PER MANUFACTURER'S RECOMMENDATIONS ONLY.
24. MANHOLE INVERTS SHALL BE REINFORCED USING PLANT MAT REINFORCEMENT AS APPROVED CURB & GUTTER MAT AND ON-VEGET MATTER SHALL BE ACCEPTABLE.

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Common Ground Alliance

[illegible]

PREPARED FOR:
KUEPERS, INC
17016 COMMERCIAL PARK RD
PRATHERO, MN

DAVID SAUNDERS
8/29/2025 40409

**KUEPERS
RAINERD -
VOYAGEUR
HEIGHTS
RAINERD, MN**

Westwood
 11111 Alameda Road, Suite #100
 Westwood, CA 91361, USA
 (818) 311-1111
info@westwood.com
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OVERALL
UTILITY PLAN

SHEET NUMBER: 1

C500

DATE 6/29/2025

UEPERS BRAINERD - VOYAGEUR HEIGHTS



EXISTING

PROPOSED

PROPERTY LINE

EASEMENT LINE

CURB AND GUTTER

SANITARY SEWER

SANITARY SEWER FORCE MAIN

STORM SEWER

WATER MAIN

HYDRANT

UNDERGROUND ELECTRIC

OVERHEAD ELECTRIC

GATE VALVE

FLARED END SECTION (WITH AIRPUMP)

LIGHT POLE

UTILITY NOTES

1. SEE SHEET CS00 FOR UTILITY NOTES

Call 48 Hours before digging
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Common Ground Alliance

[illegible]

ORDER FOR:
KUEPERS, INC
7018 COMMERCIAL PARK RD
BRANDT, MN

industry clients find the purchase information by the
 on under my direct supervision and that I am a
 Only a few of the transactions described under the laws
 of the state of Mississippi.

DAVID BADE
 8/29/2025 OFFERS NO 40409

**KUEPERS
RAINERD -
VOYAGEUR
HEIGHTS**

Westwood

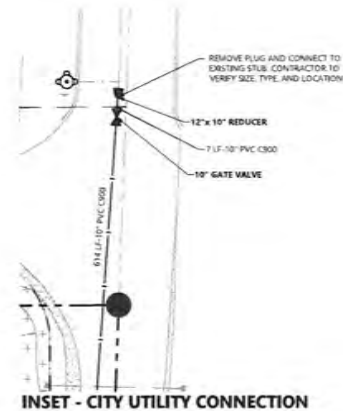
SANITARY
SEWER &
WATERMAIN
PLAN

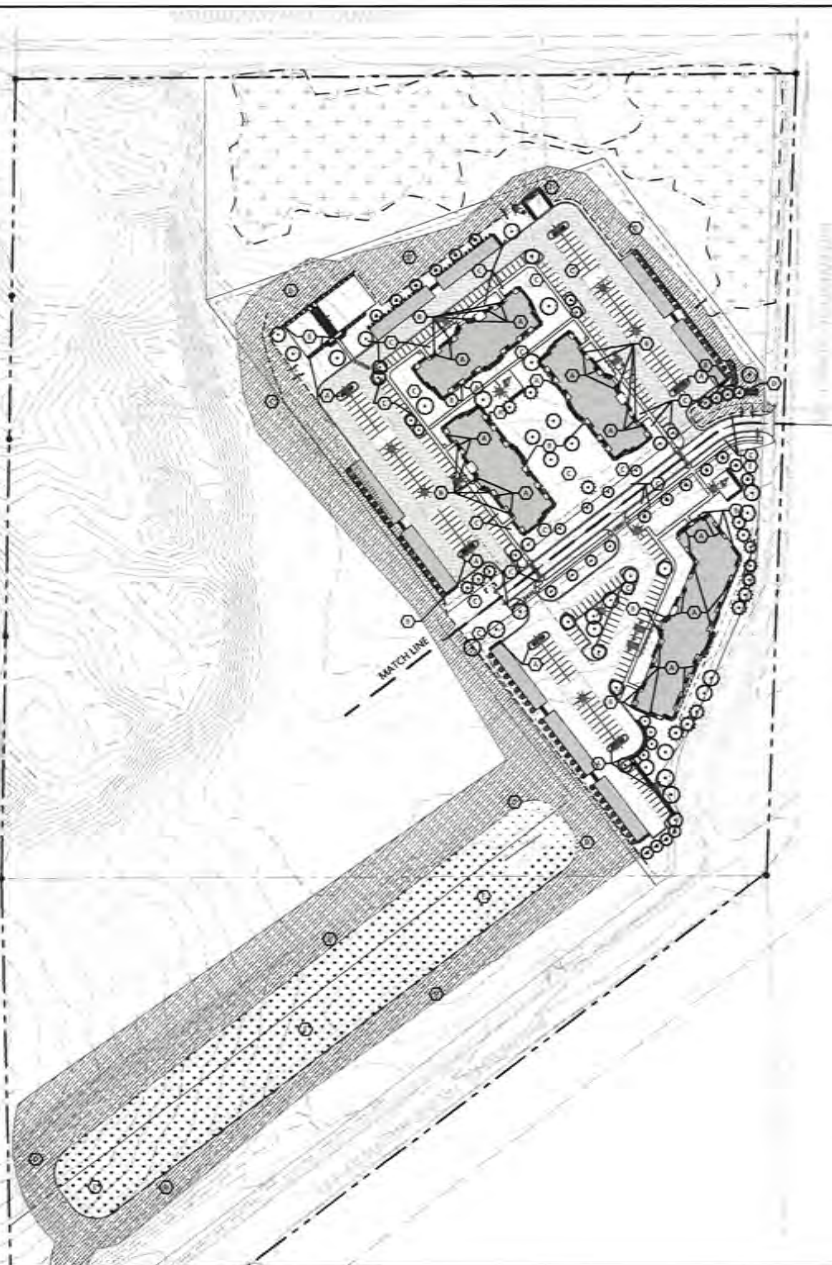
SHEET NUMBER:

C501

DATE: 8/29/2025

CLUEPERS BRAINERD - VOYAGEUR HEIGHTS



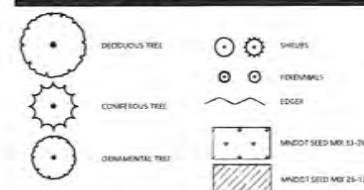


PLANT SCHEDULE

[illegible]

ABBREVIATIONS: S&B = SAILED AND BURLEPPED CAL = CALIPER HT = HEIGHT MIN = MINIMUM O.C. = ON CENTER QTY = QUANTITY CONT. = CONTAINER

LANDSCAPE LEGEND

LANDSCAPE KEYNOTES

- A ROCK MULCH (TYP) —
- B EDGER (TYP)
- C SCD (TYP)
- D MINOOT SEED MIX 25-13
- E MINOOT SEED MIX 33-26

SEEDING NOTES

STORMWATER POND:

MINDOT SEED MIX 33-261 STORMWATER SOUTH+WEST (OR A MIX COMPRISED OF SIMILAR VARIETIES OF GRASSES AND FORBES, TO BE APPROVED BY LANDSCAPE ARCHITECT)

SEED MIX TO BE APPLIED AT A RATE OF 35 LBS/ACRE

GENERAL TURF

MINDOT SEED MIX 25-131 LOW MAINTENANCE TURF (OR A MIX COMPRISED OF SIMILAR VARIETIES OF GRASSES AND FORBES, TO BE APPROVED BY LANDSCAPE ARCHITECT)

SEED MIX TO BE APPLIED AT A RATE OF 220 LBS/ACRE

ALL SEED MIXES TO BE APPLIED DURING RECOMMENDED PLANTING SEASON, AND USING AN APPROVED METHOD, AS FOUND IN THE MNDOT SEEDING MANUAL.

ALL SEED MIXES AVAILABLE FROM TWIN CITY SEED COMPANY (TWINCITYSEED.COM, 1-800-545-TURF)

LANDSCAPE SUMMARY

MULTIFAMILY RESIDENTIAL USE REQUIREMENT.

FOUR SHRUBS SHALL BE PLANTED PER DWELLING UNIT. TWO PERENNIALS CAN BE SUBSTITUTED FOR ONE SHRUB.

REQUIRED TREE PLANTINGS:

REQUIRED TREE PLANTINGS

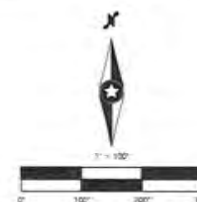
IN ALL RURAL LIVING ZONING DISTRICTS LOTS SHALL INCLUDE PLANTINGS AT THE RATE OF ONE TREE PER 3,000 SF OF OPEN SPACE AREA. AREA DOES NOT INCLUDE DELINEATED WETLAND AREA. ALL REQUIRED TREE PLANTINGS SHALL HAVE A MIXTURE OF CONIFER AND DECIDUOUS TREES.

REQUIREMENTS

NUMBER OF DWELLING UNITS - SHRUBS REQUIRED	176 704 (176 X 4 = 704)
OPEN SPACE PROVIDED TREES REQUIRED	26,141 SF 95 (26,141 / 2,700 = 94.5)
TREES PROVIDED	95 90 DECIDUOUS + 20 CONIFEROUS + 35 ORNAMENTAL
SHRUBS PROVIDED	704 (181 DECIDUOUS + 183 CONIFEROUS + 140 ORNAMENTAL)

SEED AREA:

INHOOT SEED MIX 23-261	115,350 SF @ 11 A/C
INHOOT SEED MIX 25-111	281,832 SF @ 8-81 A/C



FOR PERMIT APPROVAL

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

[illegible]

RED FOR:
KUEPERS, INC
1018 COMMERCIAL PARK RD
BRANFORD, CT 06405

[illegible]

**KUEPERS
RAINERD -
VOYAGEUR
HEIGHTS**

Westwood
 12715 Wilshire Blvd., Suite 410
 Los Angeles, CA 90025
 Tel: 310 206 1111
 Fax: 310 206 1112
 Email: info@westwood.com

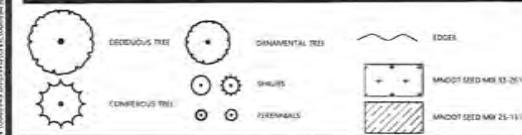
LANDSCAPE
PLAN

SHEET NUMBER

L100

DATE: 8/29/2025

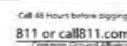
PROJECT NUMBER: 0068943.00



- A ROCK MULCH (TYP)
- B EDGER (TYP)
- C SOO (TYP)
- D MINDOT SEED MIX (25-131)
- E MINDOT SEED MIX (13-261)

[illegible]

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

[illegible]

PREPARED FOR
KUEPERS, INC
13416 HOLMESBOW DRIVE RD

VERLEY CRYSTAL The name was inspired by me
and the words my early inspiration and that I am
a landscape architect and the name of the firm
for the state of Washington.

**KUEPERS
BRAINERD -
VOYAGEUR
HEIGHTS**

Westwood

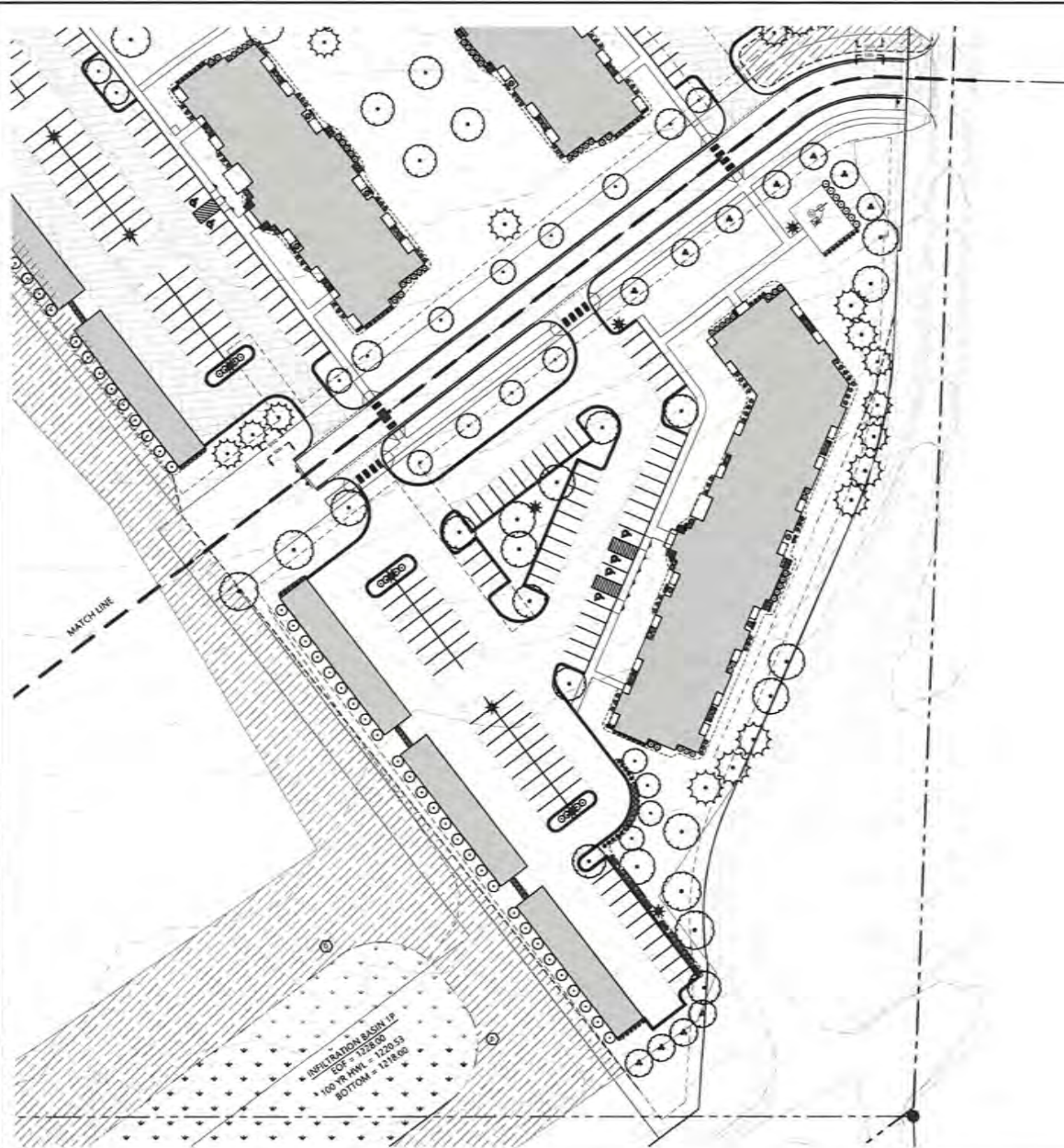
LANDSCAPE
PLAN -
NORTH
VOYAGEUR HEIGHTS

SWEET AUGUST

L101

DATE: 8/29/2025

WUJERS BRAINERD - VOYAGEUR HEIGHTS



Call 48 hours before digging.
811 or call 811.com
Common Ground Agency

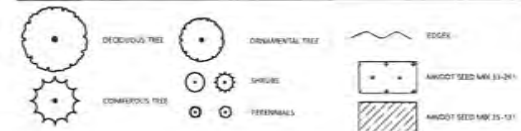
PLANT SCHEDULE (FOR REFERENCE ONLY, SEE SHEET L100 FOR PLANT COUNTS)

COMMON / BOTANICAL NAME	QTY	CONTAINER	DATE
CONIFEROUS TREES			
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
DECIDUOUS TREES			
RED BUD (J. FLORIDA)	10	10 GAL	10/20/20
RED BUD (J. FLORIDA)	10	10 GAL	10/20/20
RED BUD (J. FLORIDA)	10	10 GAL	10/20/20
ORNAMENTAL TREES			
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
CONIFEROUS SHRUBS			
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
DECIDUOUS SHRUBS			
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
PERENNIALS			
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20
SPRUE PINE (P. MURRAYANA)	10	10 GAL	10/20/20

ABBREVIATIONS: RAB = RABBIT AND BURGLAR PROOF; CAL = CALIPER; HT = HEIGHT; MIN = MINIMUM; Q.C. = ON CENTER; QTY = QUANTITY; CONT = CONTAINER.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

LANDSCAPE LEGEND



LANDSCAPE KEYNOTES

- A. ROCK MOUND (TYP.)
- B. EDGER (TYP.)
- C. SOD (TYP.)
- D. MNDOT SEED MIX 25-131
- E. MNDOT SEED MIX 13-261



FOR PERMIT APPROVAL

DATE: 8/29/2023	DESIGNED BY: [Signature]
PROJECT: L102	CHECKED BY: [Signature]
LOCATION: [Address]	APPROVED BY: [Signature]
SCALE: 1/4" = 1'-0"	

PREPARED FOR:
KUEPERS, INC.
1010 S. GARDEN, SUITE 100
BRANDED, MN

LANDSCAPE ARCHITECTURE CONSULTANTS, INC.
1010 S. GARDEN, SUITE 100
BRANDED, MN 55309
TEL: 612-333-1111
WWW.LANDSCAPEARCHITECTS.COM

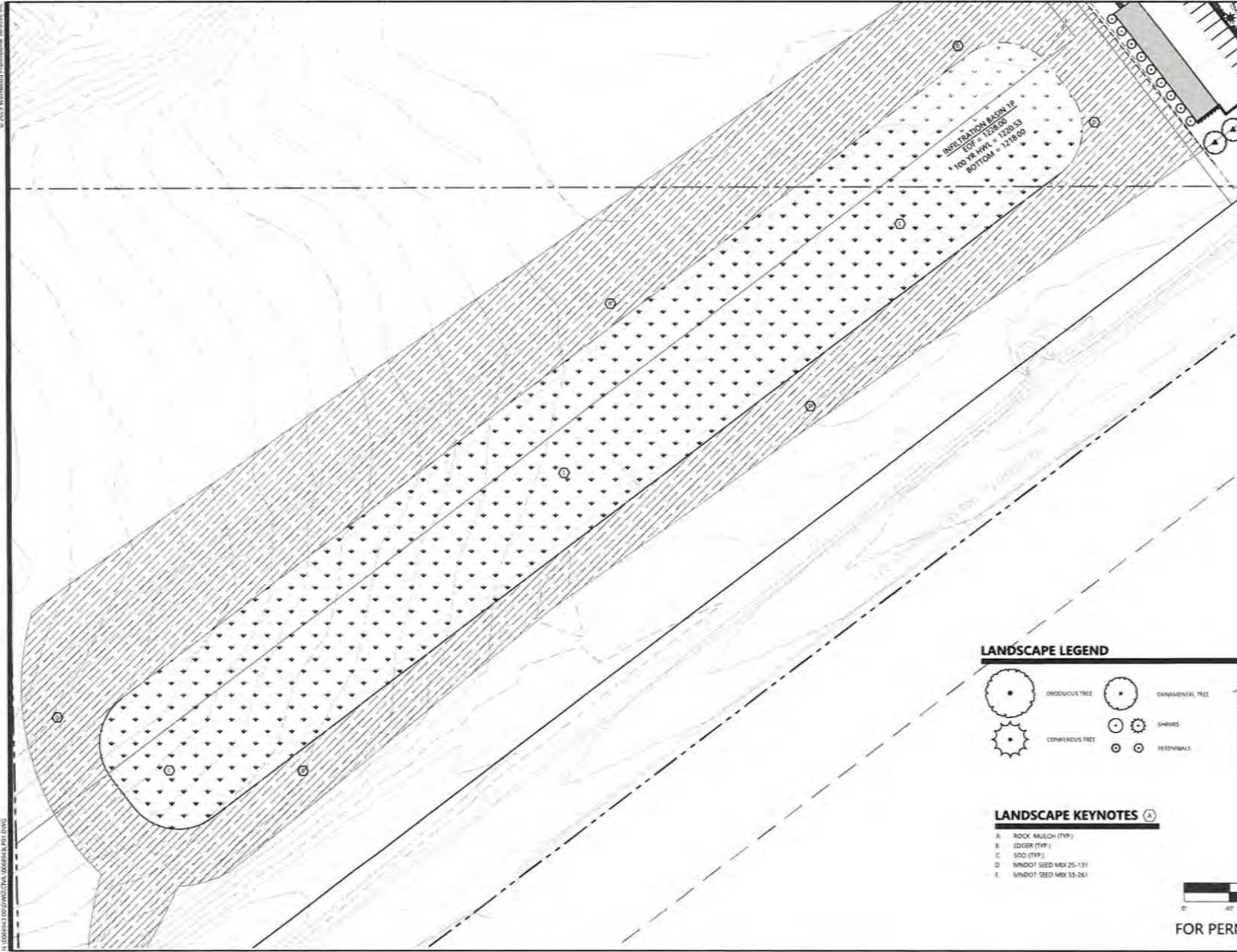
KUEPERS - BRANDED - VOYAGEUR HEIGHTS
BRANDED, MN

Westwood
LANDSCAPE ARCHITECTURE
1010 S. GARDEN, SUITE 100
BRANDED, MN 55309
TEL: 612-333-1111
WWW.WESTWOODLANDSCAPE.COM

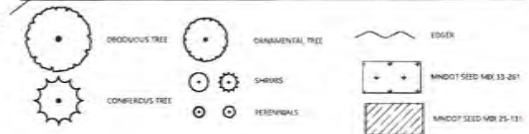
LANDSCAPE PLAN - SOUTH

SHEET NUMBER:
L102

DATE: 8/29/2023
PROJECT NUMBER: 0068943.00



LANDSCAPE LEGEND



LANDSCAPE KEYNOTES (A)

- A. ROCK MULCH (TYP.)
- B. EDGER (TYP.)
- C. SOO (TYP.)
- D. MINDOT SEED MIX 25-131
- E. MINDOT SEED MIX 33-251



Call 811 before digging
811 or call811.com
Common Ground Initiative

DESIGNED	8/29/2023
CHECKED	
APPROVED	
PROJECT NO.	0068943.00
DATE	8/29/2023
PROJECT NAME	LANDSCAPE PLAN - POND
PROJECT LOCATION	BRainerd - VOYAGEUR HEIGHTS
PROJECT OWNER	KUEPERS, INC.
PROJECT ADDRESS	17011 KUEPERS DRIVE, BRainerd, MN 55309

PREPARED FOR
KUEPERS, INC.
17011 KUEPERS DRIVE
BRainerd, MN 55309

LANDSCAPE DESIGN AND CONSTRUCTION BY
WESTWOOD PROFESSIONAL SERVICES, INC.
17011 KUEPERS DRIVE
BRainerd, MN 55309
TEL: 763.207.0000
WWW.WESTWOODPS.COM

**KUEPERS -
BRainerd -
VOYAGEUR
HEIGHTS**
BRainerd, MN

Westwood
WESTWOOD PROFESSIONAL SERVICES, INC.
17011 KUEPERS DRIVE
BRainerd, MN 55309
TEL: 763.207.0000
WWW.WESTWOODPS.COM

**LANDSCAPE
PLAN - POND**

SHEET NUMBER
L103

DATE: 8/29/2023
PROJECT NUMBER: 0068943.00

KUEPERS BRainerd - VOYAGEUR HEIGHTS

[illegible][illegible]

RED FOR
KUEPERS, INC

LETTERS TO THE EDITOR

**KUEPERS
RAINERD -
VOYAGEUR
HEIGHTS**

Westwood

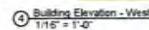
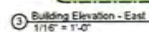
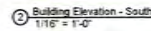
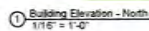
LANDSCAPE
NOTES &

SWEET ALMONDS

L104

DATE 8/29/20

NUMBER: 0068943.C



1. ALL PLUMBING PENETRATIONS MUST TERMINATE AT A MIN. OF 12 ABOVE THE ROOF SURFACE LINE.
2. ADDRESS NUMBERS SHALL BE INSTALLED IN A VISIBLE LOCATION PER IBC 501.2.
3. FDC (CONNECTION) MUST BE LOCATED AT THE ADDRESS SIDE OF THE BLDG. OR AT AN APPROVED LOCATION.
4. WATER FLOW ALARMS MUST BE INSTALLED ON THE EXTERIOR PER IBC 903.4.2.
5. ALL EXT DISCHARGE SHALL BE ILLUMINATED PER IBC 1006.1
6. ALL GLAZING WITHIN 24" OF THE ARC OF A DOOR SHALL BE SAFETY GLAZING PER IBC 2406.3.

[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 Architect under the laws of the State of Minnesota.
Name: Christopher J. Rasmann, AIA
Signed: _____

Date: 4-13-2020 License #: 46319

K **KUEPERS^{INC}**
ARCHITECTS & BUILDERS
BRANERD/BAXTER, MN 218-829-0707

Voyageur Heights - 62 Unit

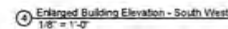
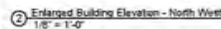
Kuepers Inc.
62 Unit

Project number	Date
----------------	------

101-101-10001	101-101-10001
Drawn by Author	Checked by Checker

A3.1 Building Elevations

Scale As indicated



Page 169 of 279



Voyageur Heights Apartments | Renderings
BRainerd, MN | 11.25.2025 | #XX-XXXX



RENDERINGS ARE FOR CONCEPTUAL USE ONLY

Voyageur Heights Apartments | Renderings

BRAINERD, MN | 11.25.2025 | #XX-XXXX





City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Gustafson Park Development

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

The Brainerd HRA approached the Park Board at their May 27th meeting during the open forum to discuss the potential for development of residential housing at Gustafson Park as a conversation starter. The Park Board was receptive to having this item on an upcoming agenda to formally review this opportunity further.

The City Council considered the development of Gustafson Park at their December 8th Special Meeting. City Council motioned for staff to further investigate the feasibility of residential development, obtain a quote to subdivide the lots, and to receive a formal recommendation from the Park Board.

A map has been attached to the agenda item that displays the proposed location (Mills Field) of youth T-ball if City Council moves forward with the development of Gustafson Park.

Staff received a quote from Widseth in the amount \$8,800 for re-platting Gustafson Park and the proposal has been attached to the agenda item.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Park Board considered the development of Gustafson Park at their January 27th meeting. The Park Board approved a motion by a 3-1 vote to recommend the City Council designate Gustafson Park as a City Park and that the City does not continue further discussions regarding development.

Public Comments:

An official public hearing was not notified regarding the agenda item. However, the Park Board President elected to allow public testimony. Three members of the public addressed the Board and were not in favor of development. They spoke about their positive experiences at Gustafson Park and described the benefits to the neighborhood. A petition against the development of Gustafson Park is attached to the agenda item and was presented to the Board.

Board Comments:

Board Member Miller stated that he previously lived next to Gustafson Park and elaborated on how important the park was growing up for his family and the neighborhood. He could not support taking away green space like this, as the City only has two places, like Gustafson Park. This is an essential park for families and kids in this dense neighborhood.

Board Member Berns stated that his thoughts are going to differ from everyone else's. He indicated Brainerd needs housing, and we have heard that repeatedly. When you look at the overall scheme of our park system, this is the only park that development makes sense. He stated there are two of our crown jewel parks in this neighborhood and that is the only reason he would consider this park to be developed. Based on the City's 30-year capital plan and master plan there are no plans for this park to develop. There is an opportunity, and we do not have much area in the City to grow.

Board Member Mickelson compared this park to Big Sev next to the home he grew up in. He understands how important this park is to the neighborhood and he did not support the development of Gustafson Park.

Board Member Shipe stated that this neighborhood does not have a lot of sidewalks and having this green space is very beneficial. He said when the Board was going through master planning, we intentionally did not do anything with Gustafson Park because it was not designated as a park.

Mayor Badeaux does not vote at Park Board but did state that the City Council is looking for a recommendation and comments from the Board. He indicated this is the Park Board's opportunity to comment.

A full review of all comments made at the Park Board meeting can be found at the following link on the City's YouTube page:

<https://www.youtube.com/watch?v=D2M2s4uUN9k>

RECOMMENDED ACTION/MOTION

Option 1 (Park Board Recommendation): Motion to have staff bring forth a future resolution designating Gustafson Park as a City Park and to not continue further discussions regarding development.

Option 2: Motion to have staff bring forth a future agenda item discussing options on how to re-plot Gustafson Park and continue towards the residential development of Gustafson Park.

FINANCIAL IMPACT

N/A

MEMO



TO: Park Board

FROM: James Kramvik, Community Development Director

DATE: January 27, 2025

RE: Consider Gustafson Park Development

INTRODUCTION

The Brainerd HRA approached the Park Board at their May 27th meeting during open forum to discuss the potential for development of residential housing at Gustafson Park as a conversation starter. The Park Board was receptive to having this item on an upcoming agenda to formally review this opportunity further.

The City Council considered the development of Gustafson Park at their December 8th special meeting. City Council motioned for staff to further investigate the feasibility of residential development, obtain a quote to subdivide the lots, and to receive a formal recommendation from the Park Board.

GUSTAFSON PARK

Gustafson Park is located along N St NE, between 9th Ave NE and 10th Ave NE, and consists of approximately 1.2 acres with an alley bisecting the two existing fields. The park consists of grass fields with 4 back stops and a utility shed. The park has historically been utilized for some of our youth programming activities but was left off the designated parks list. The Parks Department currently maintains Gustafson Park which primarily consists of mowing the grass as needed.

According to Park Staff, Gustafson was utilized in 2025 for Youth T-ball on Monday, Tuesday, Wednesday, and Thursday evenings. An alternative location for Youth T-ball could be Memorial Park Mills Field, but final details would need to be discussed. The Parks Department believes it's good to have Gustafson Park available as sometimes green space is hard to find and it seems to be applicable to all sports, especially T-ball. It can be difficult scheduling and sharing baseball fields in the summer and we have not solidified discussions about field use for summer of 2026. However, moving forward they do not anticipate many opportunities for programs to utilize Gustafson Park.

DEVELOPMENT OPPORTUNITIES

The City could retain the property and subdivide the parcels to sell at market rate through the EDA. The properties would not have to be conveyed to the EDA until final sale. In the current

market, many developers are interested in shovel ready in-fill sites throughout Brainerd for the construction of duplex rentals. Vacant properties are currently selling between \$15,000 and \$30,000 dependent on the size of the parcel. To list the property, the City should replat the parcels to sell them individually. Gustafson Park could be re-plated and become six or seven individual lots for the construction of single-family homes or duplexes. A purchase and development agreement could most likely be utilized to ensure the intended outcome of each parcel.

According to the 2020 HRA Crow Wing County Workforce Housing Study, the City of Brainerd needs significant numbers of housing units and the City is currently not on pace to meet the demands.

https://brainerdhra.org/wp-lib/wp-content/uploads/2020/03/FINAL_WFH-Study-for-CWC.pdf

PRELIMINARY SUBDIVISION MAP



RECOMMENDATION

City Council is seeking a formal recommendation from the Park Board concerning the development of Gustafson Park.

Options:

- 1) Recommend City Council to develop Gustafson Park for single family homes or duplexes.
- 2) Recommend City Council designate Gustafson Park as a City Park.
- 3) Recommend the City Council delay a decision until all youth programs have been moved to an alternative location.

Brainerd/Baxter

7804 Industrial Park Road
Baxter MN 56425

218.829.5117

Baxter@Widseth.com
Widseth.com

December 17, 2025

James Kramvik
Community Development Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: Proposal for Subdivision Platting Services for the Gustafson Park property being Lots 1-9, Block 11, WILLIS ADDITION TO THE CITY OF BRAINERD, in Section 19, Township 45, Range 30, Crow Wing County, Minnesota. (PID 41190520)

Dear Mr. Kramvik,

Thank you for contacting us regarding the survey and platting of the property indicated above. We have prepared this proposal letter outlining the field survey and office survey services necessary to complete the re-platting of the existing lots into seven new lots according to the sketch provided. The City's subdivision process requires an up-to-date existing conditions survey to be used as the base map. The second step requires combining the sketch that you provided placed together with the existing conditions observed during the field survey to prepare a preliminary plat drawing of what that potential lot(s) would look like and how it fits within the existing property improvements.

After we have analyzed the existing conditions and determined the lot configuration meets the City's needs and requirements, the next step would be to complete the subdivision, we will need to meet the requirements of a preliminary and final plat according to the Brainerd City Code. Based on direction received from the City, the City's subdivision requirements and our experience with previous projects of similar scope, our proposed scope of services for this project are as follows.

SUBDIVISION PLATTING SERVICES

Field Survey Services

- Utilize previous surveys, record plat and title commitment to be provided as the base for our work
- Locate the existing improvements and topographic conditions present on the property including an underground utility locate
- Place new iron pipe monuments will be set at the final lot corners marked by white wood stakes and flagging following final approval.

Office Calculations

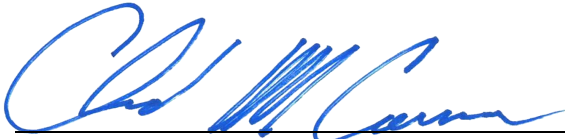
- Prepare the existing conditions drawing as a base for the platting
- Prepare a draft preliminary plat for review by city staff / committee
- Prepare the Preliminary and Final plat drawings meeting the necessary City requirements
- Represent your project at one Planning Commission and City Council meeting.
- Obtain the required independent plat check
- Perform the final plat staking calculations
- Obtain Mylar Copies Suitable for recording (\$500)

Proposed Fees

Widseth proposes to complete the platting services listed above, including the mylars for an estimated cost of **\$8,800.00**. We propose to have the work completed to submit to the permitting authorities at the City of Brainerd at the soonest available deadline. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly. Please be aware that these costs do not include any of the necessary application or other fees required by the City of Brainerd.

This proposal will remain valid for 60 days after the submission date.

Sincerely,
WIDSETH



Chad Conner, LS, CFedS
Vice President

Accepted by the City of Brainerd: The above proposal is satisfactory and Widseth Smith Nolting and Associates, Inc., (DBA WIDSETH) is authorized to do the work as specified. Payment will be made upon completion of the proposed work. Owner may accept this contract through its signature below.

Signature (date)

General Provisions of Professional Land Survey Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Land Surveying services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed. If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement

1. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

- (a) Travel and subsistence.
- (b) Specialized computer services or programs.
- (c) Outside professional and technical services with cost defined as the amount billed WSN.
- (d) Identifiable reproduction and reprographic costs.
- (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

2. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold

deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a

duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
2. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 9. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom. Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable. Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 10. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 11. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 12. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary,

CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 15. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 16. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 17. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Mills Field

T-ball Program — 4 Game Layout



From: [Logan Klisch](#)
To: [Lisa Asbach](#)
Subject: Gustafson Park
Date: Sunday, January 18, 2026 3:54:45 PM
Attachments: [Gustafson 11826 pdf.pdf](#)

You don't often get email from klischlogan01@gmail.com. [Learn why this is important](#)

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

Attached is a PDF of the Gustafson Park Petition signatures as of 1/18/26 @ 3:45PM.

This petition was created by me, Logan Klisch, to try to prevent the proposed development of Gustafson Park in North East Brainerd. This park serves the community as a common ground for those of us in the area with young children, pets, and even older children who are not in organized sports. I understand there is a need for housing, however once this asset is destroyed the community will never get the opportunity to possess anything like this again. It will be destroyed for future generations and the idea of this park will be lost to history. Currently this petition has 118 verified signatures from all around the country. Whether they be individuals that winter elsewhere or even individuals who have moved out of the area. This park has impacted everyone one way or another and has the ability to keep impacting families for generations to come.

-Logan Klisch

petition_signatures_jobs_490937351_20260118213607

Name	City	State	Postal Code	Country	Signed On
Logan Klisch	Brainerd	MN	56401	United States	2025-12-22
Blake Klisch	Brainerd	MN	56401	United States	2025-12-22
Nathan Cyr	Brainerd	MN	56401	United States	2025-12-22
Donna Carner	Brainerd	MN	56401	United States	2025-12-22
Tim Gens	Brainerd	MN	56401	United States	2025-12-22
Brandon Pederson	Brainerd	MN	56401	United States	2025-12-22
Hannah Moody	Brainerd	MN	56401	United States	2025-12-22
Duante Carner	Brainerd	MN	56401	United States	2025-12-22
James Carner	Brainerd	MN	56401	United States	2025-12-22
Danielle Carner	Brainerd	MN	56401	United States	2025-12-22
Des Parker	Baxter	MN	56425	United States	2025-12-22
Erin Klisch	Baxter	MN	56425	United States	2025-12-22
Mardell Swenson	Merrifield	MN	56465	United States	2025-12-22
Kaleigh Klisch	Brainerd	MN	56401	United States	2025-12-22
Tina Klisch	Brainerd	MN	56401	United States	2025-12-23
Machel Marshall	Motley	MN	56466	United States	2025-12-23
Alan Marshall	Motley	MN	56466	United States	2025-12-23
Penny Anderson	Brainerd	MN	56401	United States	2025-12-23
Tori Winter	Brainerd	MN	56401	United States	2025-12-23
Sheila Mills	Baxter	MN	56425	United States	2025-12-23
Farrah Hines Farrah Hines	Brainerd	MN	56401	United States	2025-12-23
Kendra Vice	Brainerd	MN	56401	United States	2025-12-23
Haley Pederson	Brainerd	MN	56401	United States	2025-12-23
Tim Vice	Brainerd	MN	56401	United States	2025-12-23
alexi vice	Brainerd	MN	56401	United States	2025-12-23
Matthew King	Brainerd	MN	56401	United States	2025-12-23
Tammy DeRosier	Fort Ripley	MN	56449	United States	2025-12-23
Marie Walker	Baxter	MN	56425	United States	2025-12-23
Lance Armor		HI		United States	2025-12-23

Susana Muñoz	Madrid		28019	Spain	2025-12-23
Jon Inwood	Brooklyn	NY	11226	United States	2025-12-23
Dave Hutchison	Brainerd	MN	56401	United States	2025-12-23
Cynthia vice	Brainerd	MN	56401	United States	2025-12-23
McKinzie Vander Weyst	Milaca	MN	56353	United States	2025-12-23
Noelle Oleson	Palisade	MN	56469	United States	2025-12-23
Jami Koranda	Brainerd	MN	56401	United States	2025-12-23
Peggy Hall	Pilot Mountain	NC	27041	United States	2025-12-23
Leah Christensen	Staples	MN	56479	United States	2025-12-23
Jake Marty	Brainerd	MN	56401	United States	2025-12-24
Ethan Klisch	Baxter	MN	56425	United States	2025-12-24
Richard Ellinghuysen	Baxter	MN	56425	United States	2025-12-24
Mary Winscher	Waconia	MN	56373	United States	2025-12-24
Kayla Cluever	Brainerd	MN	56401	United States	2025-12-24
Tim⁸ Larson	Pequot Lakes	MN	56472	United States	2025-12-24
Daniel Larson	Bay City	MI	48708	United States	2025-12-24
Dean Bemis	Foreston	MN	56330	United States	2025-12-24
Dawson Gapinski	Sauk Rapids	MN	56379	United States	2025-12-24
Gary Lembeck	Saint Cloud	MN	56303	United States	2025-12-24
Linda Svendsen	Saint Cloud	MN	56301	United States	2025-12-24
Roberta Talley	Saint Cloud	MN	56303	United States	2025-12-24
Staci Stangl	Brainerd	MN	56401	United States	2025-12-24
Gordon Giswold	Saint Cloud	MN	56301	United States	2025-12-24
Tamalea Landrith	Coleraine	MN	55722	United States	2025-12-24
Jay Bartz	Minneapolis	MN	55432	United States	2025-12-24
Evie Rager	Pillager	MN	4468	United States	2025-12-24
Michelle Brown	Minneapolis	MN	55421	United States	2025-12-24
susan c	Saint Cloud	MN	56303	United States	2025-12-24
Billy Johnson	Minneapolis	MN	55446	United States	2025-12-24
Tim Vice	Brainerd	MN	56401	United States	2025-12-25
Emma Voss	Brainerd	MN	56401	United States	2025-12-25
Krystal Graf	BRAINERD	MN	56401	United States	2025-12-27

Sadie Hart	Brainerd	MN	56401	United States	2025-12-31
Laura Smith	Brainerd	MN	56401	United States	2026-01-06
Shae Godfrey	Brainerd	MN	56401	United States	2026-01-07
Samantha Gorman	Brainerd	MN	56401	United States	2026-01-07
Cheri Drake	Brainerd	MN	56401	United States	2026-01-07
Faye Abrahamson	Brainerd	MN	56401	United States	2026-01-07
Louis Anderson	Casa Grande	AZ	85122	United States	2026-01-07
Robert Taylor	Brainerd	MN	56401	United States	2026-01-07
Lauren Yates	Saint Cloud	MN	56303	United States	2026-01-07
Justin Granholm	Brainerd	MN	56401	United States	2026-01-08
Dave Mullen	Brainerd	MN	56401	United States	2026-01-08
Rebecca Smith	Pillager	MN	56473	United States	2026-01-08
PJ Larson	Brainerd	MN	56401	United States	2026-01-08
Gracie Miles	Brainerd	MN	56401	United States	2026-01-08
Eric Norstrom	Brainerd	MN	56401	United States	2026-01-08
Timothy Moody	Brainerd	MN	56401	United States	2026-01-09
Amy Moody	Brainerd	MN	56401	United States	2026-01-09
Nancy55431 Anderson	Brainerd	MN	56401	United States	2026-01-09
Debra Doucette	Brainerd	MN	56401	United States	2026-01-09
Susan Beaulieu	Baxter	MN	56425	United States	2026-01-09
Michele Berger	Brainerd	MN	56401	United States	2026-01-10
Cassie Kappes	Merrifield	MN	56465	United States	2026-01-10
Ashley Bilderback	Brainerd	MN	56401	United States	2026-01-10
Scott Soulak	Brainerd	MN	56401	United States	2026-01-11
Troy Kampen	Brainerd	MN	56401	United States	2026-01-12
Empty Trash	Place	AA	47265	United States	2026-01-12
Tyler B	KC Metro	MO	64030	United States	2026-01-12
Kristina Peterson	Brainerd	MN	56401	United States	2026-01-13
Kimberly Pilgrim	Staples	MN	56479	United States	2026-01-13
Rebekah Kent Ehlebracht	Brainerd	MN	56401	United States	2026-01-13
Josephine Jost	Elk River	MN	55330	United States	2026-01-13
Abigail Marana	Brainerd	MN	56401	United States	2026-01-14

Ahad Sedaghat	Beachwood	OH	44122	United States	2026-01-14
Calista Smude	Rockford	IA	55987	United States	2026-01-14
Heather Michaud	Dover-Foxcroft	ME	4426	United States	2026-01-14
Yvonne Newman	Hollsopple	PA	15935	United States	2026-01-14
Evan Morris	Rice	MN	56367	United States	2026-01-14
Morgan Anderson	Brainerd	MN	56401	United States	2026-01-15
Nichole Erickson	Baxter	MN	56425	United States	2026-01-15
Deanna Olson	Brainerd	MN	56401	United States	2026-01-15
JEAN CELUS BERNARD	Miami	FL	33068	United States	2026-01-15
Quinn Marana	Brainerd	MN	56401	United States	2026-01-15
Kaitlin Del Negro	Pearl River	NY	10965	United States	2026-01-15
farnaz kamali	Las Vegas	NV	89139	United States	2026-01-15
Cindy Helstrom	Baxter	MN	56425	United States	2026-01-15
Makeda Wiley	Brainerd	MN	56401	United States	2026-01-15
Cheryl winkelman	Brainerd	MN	56401	United States	2026-01-16
Matthew McCormick	Brainerd	MN	56401	United States	2026-01-16
James Dotzler	Crosby	MN	56441	United States	2026-01-16
Michael Ziebell	Baxter	MN	56425	United States	2026-01-16
Robert Ressen	Brainerd	MN	56401	United States	2026-01-16
Denise DeCarlo	Brainerd	MN	56425	United States	2026-01-16
Jennifer Jacoby	Vesper	WI	54489	United States	2026-01-16
mike olejnicak	Brainerd	MN	56401	United States	2026-01-17
Tanya Smith	Brainerd	MN	56401	United States	2026-01-18
Lori Thramer	Brainerd	MN	56401	United States	2026-01-18
Darren Thramer	Brainerd	MN	56401	United States	2026-01-18



City Council Agenda Request

MEETING DATE: February 2, 2026

TITLE OF ITEM: Data Request Results - Crow Wing County Point in Time

AGENDA: Main

ACTION REQUESTED: Information Only

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE

Council made their initial request for this data in June 2025 and requested additional information in July 2025. At the time, invoices for March-June for Quality Inn/Bridges of Hope were provided. On January 5, 2026, council requested additional data with a different scope than their previous request. Attached is the data request submitted to the County on January 15th and the results that we received on January 27th.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Discussion regarding sufficiency of the data provided by CWC.

RECOMMENDED ACTION/MOTION

Information only

FINANCIAL IMPACT

N/A

From: [Data Request](#)
To: [Toni Gage](#)
Subject: FW: Online Form Submission #12284 for Data Practice Request
Date: Friday, January 16, 2026 12:30:13 PM

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

Good afternoon, We have received your data request. Someone will be in contact with you when they have located the data. Have a great weekend.

County Administrators Office

Historic Courthouse
326 Laurel Street, Suite 13
Brainerd, MN 56401

Office: (218) 824-1067
Toll Free: (888) 829-6680
www.crowwing.gov



Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, January 15, 2026 8:32 AM
To: Data Request <DataRequest@crowwing.gov>
Subject: Online Form Submission #12284 for Data Practice Request

Data Practice Request

Are you requesting data about yourself? No

Are you requesting data relating to a minor child or guardian? No

Request Description	Data regarding the transmission of the 2025 Point in Time data collected by the County to the recipient. Including who the data was transmitted to, when the data was transmitted, and the data provided.
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Invoices from June 2025-December 2025 requesting payment from the grant funding for homelessness. Including invoices that were paid to Bridges of Hope, Quality Inn, and other entities.

Upload and attach files (optional)	Field not completed.
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Contact Information

Preferred Contact Method	Email
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Name	Toni Gage
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Email	tgage@ci.brainerd.mn.us
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Phone	218-454-3402
-------	--------------

Street address	501 Laurel St
----------------	---------------

City	Brainerd
------	----------

State	MN
-------	----

Zipcode	56401
---------	-------

Company	City of Brainerd
---------	------------------

Email not displaying correctly? [View it in your browser.](#)



From: [Nick Broyles](#)
To: [Connie Hillman](#); [Toni Gage](#)
Subject: Fw: Data Request
Date: Wednesday, January 28, 2026 6:52:40 AM
Attachments: [2025+PIT+One+Page+Instructions+FINAL.pdf](#)
[Quality Inn Invoices redacted.pdf](#)
[129000125475-1.tiff](#)
[129000126749-1.tiff](#)
[129000127265-1.tiff](#)
[129000129839-1.tiff](#)
[129000130683-1.tiff](#)
[129000131133-1.tiff](#)
[scannedImage.tif-1.tiff](#)

FYI...we can talk after I meet with Debby this morning. Do you think this will satisfy Jeff?

Get [Outlook for iOS](#)

From: Debby Erickson <Debby.Erickson@crowwing.gov>
Sent: Tuesday, January 27, 2026 5:07:01 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: FW: Data Request

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

Hi, Nick –

Here is the data we have in response to the data request. I hope this is the information the council was looking to receive. I tried to explain some of it below, but please review and we can chat tomorrow regarding any questions you may have or if you think council is looking for something else.

+++++

We do not have PIT data in response to this request as the PIT data is not our data. Staff followed the 2025 PIT One Page Instructions (attached) and information that was collected was put into the PIT LIVE portal indicating Central Minnesota Housing Partnership as our Continuum of Care (CoC). We do not have record of the specific dates information was put in the portal, however the PIT count was January 22, 2025. We do not have any PIT count data saved or stored with our agency; all data goes to CoC.

We are only a small piece of gathering the PIT data in Crow Wing County. Many agencies gather the PIT data in each jurisdiction and each agency is responsible for reporting the data they collect to CoC. This process starts with HUD at federal level. Then goes to Continuum of Care at the state level broken down into regions. Central MN Housing Partnership oversees our region's CoC for HUD. CWC is in the central region with 13 counties and works as one facilitator of many in our county to gather PIT count. Facilitators work together to add the stats to each region CoC which is put in a state portal and given to HUD for final report.

All PIT data for each CoC region have been entered into the state portal and have been submitted for the 2025 report, however with everything that is going on at the Federal level HUD hasn't published the numbers yet. Every other year the PIT count stats have been posted by HUD by now. Central MN Housing Partnership has reports for the CoC region available and it is broken down by county in the region [Point In Time \(PIT\) Count | Central Minnesota Housing Partnership](#), however HUD has only published the full data through 2024 [2024 AHAR: Part 1 - PIT Estimates of Homelessness in the U.S. | HUD USER](#).

Request for the PIT data should be submitted to HUD, or to Central MN Housing Partnership as the CoC.

Deborah A. Erickson

County Administrator
326 Laurel Street, Suite 13
Brainerd, MN 56401

Office: (218) 824-1067
www.crowwing.gov



Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

THANK YOU FOR VOLUNTEERING FOR THE 2025 PIT COUNT!

WE APPRECIATE YOUR TIME AND ENERGY – AND YOUR COMPASSION FOR OUR COMMUNITY’S UNHOUSED NEIGHBORS.

KEY TERMS

- **Adult:** Age 25 or older, **Young Adult:** Age 18-24, **Child:** Under 18
- **Don’t Know/Prefers not to answer:** Respondent is unsure or prefers not to answer a question. Move to the next question.
- **First Respondent:** The first person within a household that you are conducting the survey (i.e., participant, interviewee).
- **Household:** The people who live with you now or most of the time. This can be a parent + child, spouses or partners, group of youth living together, etc.
- **Household ID:** Household ID is a combination of letters used to link respondents together. The **SAME** household ID should be used for **each member** of the group.
- **Sheltered:** Individuals staying in emergency shelters (ES) and transitional housing (TH) on the night of the Point in Time count.
- **Unsheltered:** A primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
- **Chronically Homeless Person:** A person who:
 - Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for **at least 1 year** or on **at least four separate occasions in the last 3 years** where the combined length of time homeless in those occasions is at least 12 months; and
 - Has a disability.
- **Survivors of Domestic Violence:** This population category of the PIT includes adults who are currently experiencing homelessness because they are fleeing domestic violence, dating violence, sexual assault, or stalking.
- **Doubled-Up:** Individuals who are temporarily staying in the home of friends/family.
 - **NOTE!!** Some CoCs include doubled-up households in the PIT data collection and some do not. Be sure to clarify with your local PIT Lead how your region is approaching this!

QUICK TIPS

- We highly recommend reading the survey questions in advance and rehearsing by asking and answering with a partner.
- If you are unsure what Continuum of Care (CoC) you are in, ask your agency or trainer.
- All the “Surveyor Questions” **must** be completed.
- **Never** put the address of a domestic violence provider in the “Specific Location”.
- Write down the age of each member of the household, including the first respondent.
- All respondents within one household should be identified by the same Household ID .
- Correct Household ID composition → **The CoC you are in - First 3 letters of the First Respondent's First Name - First 3 letters of the First Respondent's Last Name**
 - When Respondents refuse to have their names used for Household ID creations due to easy identification from having names with 3 letters or shorter → **The CoC you are in – First Respondent’s First Initial – First Respondent’s Last Initial OR the CoC you are in-AAA-BBB**
- A respondent does not have to answer any question they don’t want to and can end the survey at any point. You should still turn in partially completed surveys.
- It is possible to conduct the survey directly through the PIT LIVE portal. However, if you interview households, you will need to track **the Household ID of the first respondent** (i.e., write it down) to link the household together. If you use a phone or tablet to survey, keep in mind that cold weather drains batteries quickly. Have a backup method handy (and a charger).

THINGS TO REMEMBER

- Be respectful of each respondent’s time and privacy.
- Recognize that some survey questions could be intrusive and re-traumatizing. Avoid phrases like, “I understand”.
- Ensure your own safety and stay warm.



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Crow Wing County

Unknown

Brainerd, MN 56401

5

Account: 990647690
Date: 6/4/25
Room: 256 BAR
Arrival Date: 5/31/25
Departure Date: 6/2/25
Check In Time: 5/31/25 9:43 AM
Check Out Time: 6/2/25 2:46 PM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jfeltn
Total Balance Due: 0.00

Post Date	Description	Amount
5/31/25	Room Charge	69.00
6/1/25	Room Charge	69.00
6/2/25	Direct Bill	(138.00)
Folio Summary 5/31/25 - 6/2/25		
	Room Charge	138.00
	Direct Bill	(138.00)
Balance Due:		0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!

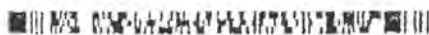
We thank you kindly for your stay at our hotel.

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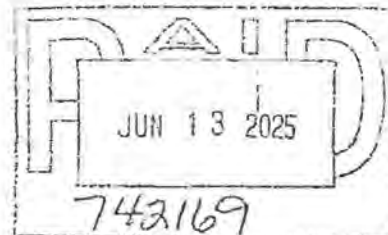
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AD



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10

\$3381.00

Account: 992271538
Date: 6/16/25
Room: 117 RTN092
Arrival Date: 6/9/25
Departure Date: 6/16/25
Check In Time: 6/9/25 11:28 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
204 Laurel St
Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/9/25	Room Charge		69.00
6/10/25	Room Charge		69.00
6/11/25	Room Charge		69.00
6/12/25	Room Charge		69.00
6/13/25	Room Charge		69.00
6/14/25	Room Charge		69.00
6/15/25	Room Charge		69.00
6/16/25	Direct Bill		(483.00)
Folio Summary 6/9/25 - 6/16/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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V-5068
12420760/60800
P600 S644



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06/27/2025 # Pages 10 FP10 DOC300S1067

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Account: 992271622
 Date: 6/16/25
 Room: 217 BAR
 Arrival Date: 6/9/25
 Departure Date: 6/16/25
 Check In Time: 6/9/25 11:42 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/9/25	Room Charge		69.00
6/10/25	Room Charge		69.00
6/11/25	Room Charge		69.00
6/12/25	Room Charge		69.00
6/13/25	Room Charge		69.00
6/14/25	Room Charge		69.00
6/15/25	Room Charge		69.00
6/16/25	Direct Bill		(483.00)
		Folio Summary	6/9/25 - 6/16/25
		Room Charge	483.00
		Direct Bill	(483.00)
		Balance Due:	0.00

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Crow Wing County

Brainerd, MN 56401

Account: 992271695
Date: 6/16/25
Room: 235 BAR
Arrival Date: 6/9/25
Departure Date: 6/16/25
Check In Time: 6/9/25 11:39 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/9/25	Room Charge		69.00
6/10/25	Room Charge		69.00
6/11/25	Room Charge		69.00
6/12/25	Room Charge		69.00
6/13/25	Room Charge		69.00
6/14/25	Room Charge		69.00
6/15/25	Room Charge		69.00
6/16/25	Direct Bill		(483.00)
Folio Summary			6/9/25 - 6/16/25
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County

Brainerd, MN 56401

Account: 992271774
Date: 6/16/25
Room: 25 BAR
Arrival Date: 6/9/25
Departure Date: 6/16/25
Check In Time: 6/9/25 11:48 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfe/n
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comments	Amount
6/9/25	Room Charge		69.00
6/10/25	Room Charge		69.00
6/11/25	Room Charge		69.00
6/12/25	Room Charge		69.00
6/13/25	Room Charge		69.00
6/14/25	Room Charge		69.00
6/15/25	Room Charge		69.00
6/16/25	Direct Bill		(483.00)
Folio Summary		6/9/25 - 6/16/25	
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 992271842
Date: 6/16/25
Room: 253 NTH02
Arrival Date: 6/9/25
Departure Date: 6/16/25
Check In Time: 6/9/25 11:54 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfein
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/9/25	Room Charge		69.00
6/10/25	Room Charge		69.00
6/11/25	Room Charge		69.00
6/12/25	Room Charge		69.00
6/13/25	Room Charge		69.00
6/14/25	Room Charge		69.00
6/15/25	Room Charge		69.00
6/16/25	Direct Bill		(483.00)
Folio Summary			6/9/25 - 6/16/25
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 992271887
 Date: 6/16/25
 Room: 257 BAR
 Arrival Date: 6/9/25
 Departure Date: 6/16/25
 Check In Time: 6/9/25 11:12 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: Jfe/in
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County
 [Redacted]
 Baxter, MN 56425

Post Date	Description	Comment	Amount
5/9/25	Room Charge	[Redacted]	69.00
5/10/25	Room Charge	[Redacted]	69.00
5/11/25	Room Charge	[Redacted]	69.00
5/12/25	Room Charge	[Redacted]	69.00
5/13/25	Room Charge	[Redacted]	69.00
5/14/25	Room Charge	[Redacted]	69.00
5/15/25	Room Charge	[Redacted]	69.00
5/16/25	Direct Bill		(483.00)
Folio Summary 6/9/25 - 6/16/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County
 Bridges, staff 284
 none
 Brainerd, MN 56401

Account: 992271950
 Date: 6/16/25
 Room: 258 EAR
 Arrival Date: 6/9/25
 Departure Date: 6/16/25
 Check In Time: 6/9/25 11:58 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeitn
 You were checked out by:
 Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/9/25	Room Charge	#258 Bridges, staff	69.00
6/10/25	Room Charge	#258 Bridges, staff	69.00
6/11/25	Room Charge	#258 Bridges, staff	69.00
6/12/25	Room Charge	#258 Bridges, staff	69.00
6/13/25	Room Charge	#258 Bridges, staff	69.00
6/14/25	Room Charge	#258 Bridges, staff	69.00
6/15/25	Room Charge	#258 Bridges, staff	69.00
6/16/25	Direct Bill	284	(483.00)
Folio Summary			6/9/25 - 6/16/25
	Room Charge		483.00
	Direct Bill		(483.00)
			Balance Due: 0.00

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MN094@staychoice.com

Crow Wing County

unknown
Brainerd, MN 56401

(14)

\$3795.00

Account: 993502172
Date: 6/23/25
Room: 251 JAR
Arrival Date: 6/16/25
Departure Date: 6/23/25
Check In Time: 6/16/25 11:17 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/16/25	Room Charge		69.00
6/17/25	Room Charge		69.00
6/18/25	Room Charge		69.00
6/19/25	Room Charge		69.00
6/20/25	Room Charge		69.00
6/21/25	Room Charge		69.00
6/22/25	Room Charge		69.00
6/23/25	Direct Bill		(483.00)
Folio Summary 6/16/25 - 6/23/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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06/27/2025 # Pages 14 FP14 DOC300S1065

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Account: 993502049
Date: 6/23/25
Room: 235 PAR
Arrival Date: 6/16/25
Departure Date: 6/23/25
Check In Time: 6/16/25 11:39 AM
Check Out Time: :
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/16/25	Room Charge		69.00
6/17/25	Room Charge		69.00
6/18/25	Room Charge		69.00
6/19/25	Room Charge		69.00
6/20/25	Room Charge		69.00
6/21/25	Room Charge		69.00
6/22/25	Room Charge		69.00
6/23/25	Direct Bill		(483.00)
Folio Summary 6/16/25 - 6/23/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 993501645
Date: 6/23/25
Room: 254 NTHB02
Arrival Date: 6/16/25
Departure Date: 6/23/25
Check In Time: 6/16/25 11:43 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/16/25	Room Charge		69.00
6/17/25	Room Charge		69.00
6/18/25	Room Charge		69.00
6/19/25	Room Charge		69.00
6/20/25	Room Charge		69.00
6/21/25	Room Charge		69.00
6/22/25	Room Charge		69.00
6/23/25	Direct Bill		(483.00)
		Folio Summary	6/16/25 - 6/23/25
Room Charge			483.00
Direct Bill			(483.00)
		Balance Due:	0.00

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Account: 993502640
 Date: 6/23/25
 Room: 257 BAR
 Arrival Date: 6/16/25
 Departure Date: 6/30/25
 Check In Time: 6/16/25 11:14 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jstout
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

Baxter, MN 55425

Post Date	Description	Comment	Amount
6/16/25	Room Charge		69.00
6/17/25	Room Charge		69.00
6/18/25	Room Charge		69.00
6/19/25	Room Charge		69.00
6/20/25	Room Charge		69.00
6/21/25	Room Charge		69.00
6/22/25	Room Charge		69.00
6/23/25	Direct Bill		(483.00)
Folio Summary 6/16/25 - 6/23/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Row Wing County
[Redacted]
Brainerd, MN 56401

Account: 993502455
Date: 6/23/25
Room: 253 MTH802
Arrival Date: 6/16/25
Departure Date: 6/23/25
Check in Time: 6/16/25 11:16 AM
Check Out Time:
Rewards Program ID:
You were checked in by: Jstout
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/16/25	Room Charge	[Redacted]	69.00
6/17/25	Room Charge	[Redacted]	69.00
6/18/25	Room Charge	[Redacted]	69.00
6/19/25	Room Charge	[Redacted]	69.00
6/20/25	Room Charge	[Redacted]	69.00
6/21/25	Room Charge	[Redacted]	69.00
6/22/25	Room Charge	[Redacted]	69.00
6/23/25	Direct Bill		(483.00)
Folio Summary 6/16/25 - 6/23/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@stayatchoice.com

Crow Wing County
Bridges, staff 284
none
Brainerd, MN 56401

Account: 993502863
Date: 6/23/25
Room: 258 BAR
Arrival Date: 6/16/25
Departure Date: 6/23/25
Check In Time: 6/16/25 11:13 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/16/25	Room Charge	#258 Bridges, staff 284	69.00
6/17/25	Room Charge	#258 Bridges, staff 284	69.00
6/18/25	Room Charge	#258 Bridges, staff 284	69.00
6/19/25	Room Charge	#258 Bridges, staff 284	69.00
6/20/25	Room Charge	#258 Bridges, staff 284	69.00
6/21/25	Room Charge	#258 Bridges, staff 284	69.00
6/22/25	Room Charge	#258 Bridges, staff 284	69.00
6/23/25	Direct Bill		(483.00)
Folio Summary 6/16/25 - 6/23/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County

unknown

Brainerd, MN 56401

Account: 993501814
Date: 6/23/25
Room: 217 BAR
Arrival Date: 6/16/25
Departure Date: 6/23/25
Check In Time: 6/16/25 11:41 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/16/25	Room Charge		69.00
6/17/25	Room Charge		69.00
6/18/25	Room Charge		69.00
6/19/25	Room Charge		69.00
6/20/25	Room Charge		69.00
6/21/25	Room Charge		69.00
6/22/25	Room Charge		69.00
6/23/25	Direct Bill		(483.00)
Folio Summary 6/16/25 - 6/23/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@staychoice.com

Account: 993726123
Date: 6/23/25
Room: 255 BAR
Arrival Date: 6/17/25
Departure Date: 6/30/25
Check In Time: 6/17/25 9:33 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfelm
You were checked out by:
Total Balance Due: 0.00

Small White Receipt
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/17/25	Room Charge		69.00
6/18/25	Room Charge		69.00
6/19/25	Room Charge		69.00
6/20/25	Room Charge		69.00
6/21/25	Room Charge		69.00
6/22/25	Room Charge		69.00
6/23/25	Direct Bill		(414.00)
Folio Summary 6/17/25 - 6/23/25			
	Room Charge		414.00
	Direct Bill		(414.00)
Balance Due:			0.00

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(218) 270-7333
MN094@stayatchoice.com

Cass County

Baxter, MN 56425

5

Account: 996064527
Date: 7/7/25
Room: 257 BAR
Arrival Date: 6/30/25
Departure Date: 7/7/25
Check In Time: 6/30/25 12:34 PM
Check Out Time:
Rewards Program ID:
You were checked in by: jfein
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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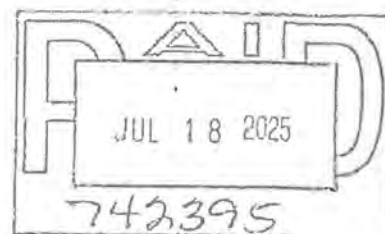


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07/18/2025 # Pages 5 PPS DOC303S209

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P600 S644



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 2115 S. 6th Street
 Brainerd, MN 56401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 996064592
 Date: 7/7/25
 Room: 253 TAB
 Arrival Date: 6/30/25
 Departure Date: 7/7/25
 Check In Time: 6/30/25 12:28 PM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County
 Bridges, staff 284
 none
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/30/25	Room Charge	#258 Bridges, staff 284	84.00
7/1/25	Room Charge	#258 Bridges, staff 284	84.00
7/2/25	Room Charge	#258 Bridges, staff 284	84.00
7/3/25	Room Charge	#258 Bridges, staff 284	84.00
7/4/25	Room Charge	#258 Bridges, staff 284	84.00
7/5/25	Room Charge	#258 Bridges, staff 284	84.00
7/6/25	Room Charge	Adjustment	(150.00)
7/6/25	Room Charge	Adjusted \$60 to much	60.00
7/6/25	Room Charge	#258 Bridges, staff 284	69.00
7/7/25	Direct Bill		(483.00)
Folio Summary : 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@stayatchoice.com

Crow Wing County

Unknown
Brainerd, MN 56401

9

Account: 996113726
Date: 7/9/25
Room: 255 BAR
Arrival Date: 6/30/25
Departure Date: 7/7/25
Check In Time: 6/30/25 12:24 PM
Check Out Time: 7/7/25 11:44 AM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jstout
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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07/16/2025 # Pages 9 FP9 DOC303S203



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 Brainerd, MN 56401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 996064366
 Date: 7/9/25
 Room: 235 BAR
 Arrival Date: 6/30/25
 Departure Date: 7/7/25
 Check In Time: 6/30/25 12:16 PM
 Check Out Time: 7/7/25 11:42 AM
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by: jstout
Total Balance Due: 0.00

Crow Wing County

Unknown
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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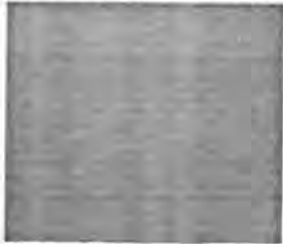


Crow Wing County

Brainerd, MN 56401

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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 996064479
Date: 7/9/25
Room: 253 WTH802
Arrival Date: 6/30/25
Departure Date: 7/7/25
Check In Time: 6/30/25 12:11 PM
Check Out Time: 7/7/25 11:38 AM
Rewards Program ID:
You were checked in by: jfe|tn
You were checked out by: jstout
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@stayatchoice.com

Account: 996064321

Date: 7/9/25

Room: 217 BAR

Arrival Date: 6/30/25

Departure Date: 7/7/25

Check In Time: 6/30/25 12:05 PM

Check Out Time: 7/7/25 11:36 AM

Rewards Program ID:

You were checked in by: jfeltn

You were checked out by: jstout

Total Balance Due: 0.00

Crow Wing County

unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@stayatchoice.com

Account: 996084392
Date: 7/9/25
Room: 251 BAR
Arrival Date: 6/30/25
Departure Date: 7/7/25
Check In Time: 6/30/25 12:37 PM
Check Out Time: 7/7/25 11:33 AM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jstout
Total Balance Due: 0.00

Crow Wing County

UNKNOWN
Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County

Brainerd, MN 56401

Account: 996064480
Date: 7/9/25
Room: 254 NTH002
Arrival Date: 6/30/25
Departure Date: 7/7/25
Check In Time: 6/30/25 12:31 PM
Check Out Time: 7/7/25 11:31 AM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jstout
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
6/30/25	Room Charge		69.00
7/1/25	Room Charge		69.00
7/2/25	Room Charge		69.00
7/3/25	Room Charge		69.00
7/4/25	Room Charge		69.00
7/5/25	Room Charge		69.00
7/6/25	Room Charge		69.00
7/7/25	Direct Bill		(483.00)
Folio Summary 6/30/25 - 7/7/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@staychoice.com

Crow Wing County

Baxter, MN 56425

TOTAL \$5451.00

ACCOUNT: 997234188

Date: 9/15/25

Room: 257 BAR

Arrival Date: 7/7/25

Departure Date: 7/14/25

Check In Time: 7/7/25 6:12 AM

Check Out Time: 7/14/25 10:35 AM

Rewards Program ID:

You were checked in by: jfeltn

You were checked out by: jstout

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/7/25	Room Charge		69.00
7/8/25	Room Charge		69.00
7/9/25	Room Charge		69.00
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Direct Bill		(483.00)
Folio Summary 7/7/25 - 7/14/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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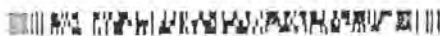
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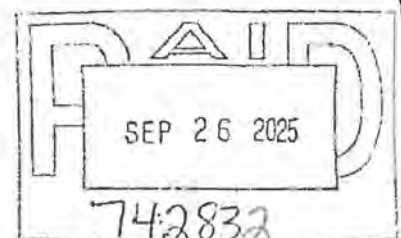
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09/26/2025 # Pages 21 FP21 DOC312S347





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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 997253778
Date: 9/15/25
Room: 249 BAR
Arrival Date: 7/7/25
Departure Date: 7/14/25
Check In Time: 7/7/25 11:43 AM
Check Out Time: 7/14/25 9:59 AM
Rewards Program ID:
You were checked in by: jstout
You were checked out by: jstout
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/7/25	Room Charge		69.00
7/8/25	Room Charge		69.00
7/9/25	Room Charge		69.00
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Direct Bill		(483.00)
Folio Summary 7/7/25 - 7/14/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County
Unknown
Brainerd, MN 56401

Account: 997234208
Date: 9/15/25
Room: 255 BARI
Arrival Date: 7/7/25
Departure Date: 7/14/25
Check In Time: 7/7/25 11:45 AM
Check Out Time: 7/14/25 10:30 AM
Rewards Program ID:
You were checked in by: jstout
You were checked out by: jstout
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/7/25	Room Charge		69.00
7/8/25	Room Charge		69.00
7/9/25	Room Charge		69.00
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Direct Bill		(483.00)
Folio Summary 7/7/25 - 7/14/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@stayatchoice.com

Account: 997281056
Date: 9/15/25
Room: 254 RT-1802
Arrival Date: 7/7/25
Departure Date: 7/14/25
Check In Time: 7/7/25 11:32 AM
Check Out Time: 7/14/25 10:10 AM
Rewards Program ID:
You were checked in by: jstout
You were checked out by: jstout
Total Balance Due: 0.00

Choice Privileges Client

Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/7/25	Room Charge		69.00
7/8/25	Room Charge		69.00
7/9/25	Room Charge		69.00
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Direct Bill		(483.00)
Folio Summary 7/7/25 - 7/14/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 997254881
Date: 9/15/25
Room: 253 NTHB02
Arrival Date: 7/7/25
Departure Date: 7/14/25
Check In Time: 7/7/25 11:38 AM
Check Out Time: 7/14/25 10:06 AM
Rewards Program ID:
You were checked in by: jstout
You were checked out by: jstout
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/7/25	Room Charge		69.00
7/8/25	Room Charge		69.00
7/9/25	Room Charge		69.00
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Direct Bill		(483.00)
Folio Summary			7/7/25 - 7/14/25
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401

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Brainerd, MN 56401
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MN094@stayatchoice.com

Crow Wing County

unknown

Brainerd, MN 56401

Account: 997261446

Date: 9/15/25

Room: 251 BAR

Arrival Date: 7/7/25

Departure Date: 7/14/25

Check In Time: 7/7/25 11:34 AM

Check Out Time: 7/14/25 10:03 AM

Rewards Program ID:

You were checked in by: jstout

You were checked out by: jstout

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/7/25	Room Charge		69.00
7/8/25	Room Charge		69.00
7/9/25	Room Charge		69.00
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Direct Bill		(483.00)
Folio Summary 7/7/25 - 7/14/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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Crow Wing County
Bridges, staff 284
none
Brainerd, MN 56401

Account: 997234124
Date: 9/15/25
Room: 258 BAR
Arrival Date: 7/7/25
Departure Date: 7/14/25
Check In Time: 7/7/25 6:08 AM
Check Out Time: 7/14/25 10:25 AM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jstout
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/7/25	Room Charge	#258 Bridges, staff 284	69.00
7/8/25	Room Charge	#258 Bridges, staff 284	69.00
7/9/25	Room Charge	#258 Bridges, staff 284	69.00
7/10/25	Room Charge	#258 Bridges, staff 284	69.00
7/11/25	Room Charge	#258 Bridges, staff 284	69.00
7/12/25	Room Charge	#258 Bridges, staff 284	69.00
7/13/25	Room Charge	#258 Bridges, staff 284	69.00
7/14/25	Direct Bill		(483.00)
Folio Summary 7/7/25 - 7/14/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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 MN094@stayatchoice.com

Account: 997934079
 Date: 7/17/25
 Room: 250 BAR
 Arrival Date: 7/10/25
 Departure Date: 7/17/25
 Check In Time: 7/10/25 5:53 PM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

Unknown
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Direct Bill		(483.00)
Folio Summary 7/10/25 - 7/17/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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 MN094@stayatchoice.com

Account: 997910073
 Date: 7/17/25
 Room: 252 BAR
 Arrival Date: 7/10/25
 Departure Date: 7/17/25
 Check In Time: 7/10/25 3:58 PM
 Check Out Time:

Crow Wing County
 unknown
 Brainerd, MN 56401

Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/10/25	Room Charge		69.00
7/11/25	Room Charge		69.00
7/12/25	Room Charge		69.00
7/13/25	Room Charge		69.00
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Direct Bill		(483.00)
Folio Summary 7/10/25 - 7/17/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(216) 270-7333
MN094@stayatchoice.com

Account: 998446297
Date: 7/21/25
Room: 217 BAR
Arrival Date: 7/14/25
Departure Date: 7/21/25
Check In Time: 7/14/25 10:03 AM
Check Out Time:

Crow Wing County

unknown

Brainerd, MN 56401

Rewards Program ID:

You were checked in by: jstout

You were checked out by:

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 998446863
Date: 7/21/25
Room: 253 KTHA02
Arrival Date: 7/14/25
Departure Date: 7/21/25
Check In Time: 7/14/25 10:07 AM
Check Out Time:

Crow Wing County

Unknown
Brainerd, MN 56401

Rewards Program ID:
You were checked in by: Jstout
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 998592146
Date: 7/21/25
Room: 237 BAR
Arrival Date: 7/14/25
Departure Date: 7/21/25
Check In Time: 7/14/25 3:19 PM
Check Out Time:
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 998446648
 Date: 7/21/25
 Room: 25A NTH002
 Arrival Date: 7/14/25
 Departure Date: 7/21/25
 Check In Time: 7/14/25 10:25 AM
 Check Out Time:

Crow Wing County

Brainerd, MN 56401

Rewards Program ID:
 You were checked in by: jstout
 You were checked out by:
 Total Balance Due: 0.00

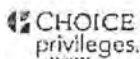
Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 998446114
 Date: 7/21/25
 Room: 249 BAR
 Arrival Date: 7/14/25
 Departure Date: 7/21/25
 Check In Time: 7/14/25 10:00 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jstout
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

Unknown
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@stayatchoice.com

Account: 998446114
Date: 7/21/25
Room: 249 BAR
Arrival Date: 7/14/25
Departure Date: 7/21/25
Check In Time: 7/14/25 10:00 AM
Check Out Time:

Crow Wing County

Unknown

Brainerd, MN 56401

Rewards Program ID:

You were checked in by: jstout

You were checked out by:

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary		7/14/25 - 7/21/25	
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 998456520
Date: 7/21/25
Room: 255 PAR
Arrival Date: 7/14/25
Departure Date: 7/21/25
Check In Time: 7/14/25 10:31 AM
Check Out Time:

Crow Wing County

Unknown

Brainerd, MN 56401

Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

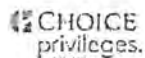
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MN094@stayatchoice.com

Account: 998458520
Date: 7/21/25
Room: 255 . 2AR
Arrival Date: 7/14/25
Departure Date: 7/21/25
Check In Time: 7/14/25 10:31 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jstout
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/14/25	Room Charge		69.00
7/15/25	Room Charge		69.00
7/16/25	Room Charge		69.00
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Direct Bill		(483.00)
Folio Summary 7/14/25 - 7/21/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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 MN094@stayatchoice.com

Account: 999152141
 Date: 7/24/25
 Room: 256 BAR
 Arrival Date: 7/17/25
 Departure Date: 7/24/25
 Check In Time: 7/17/25 1:42 PM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County
 UNKNOWN
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Direct Bill		(483.00)
Folio Summary 7/17/25 - 7/24/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@staychoice.com

Account: 999147391
Date: 7/24/25
Room: 252 BAR
Arrival Date: 7/17/25
Departure Date: 7/24/25
Check In Time: 7/17/25 1:33 PM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/17/25	Room Charge		69.00
7/18/25	Room Charge		69.00
7/19/25	Room Charge		69.00
7/20/25	Room Charge		69.00
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Direct Bill		(463.00)
Folio Summary 7/17/25 - 7/24/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 999784843
Date: 7/28/25
Room: 257 BAR
Arrival Date: 7/21/25
Departure Date: 7/28/25
Check In Time: 7/21/25 8:04 AM
Check Out Time:
Rewards Program ID:
You were checked in by: Jfelt
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Baxter, MN 56425

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

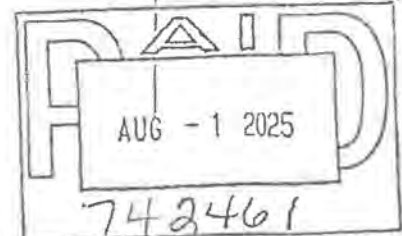
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2115 S. 6th Street Bldg A
Brainerd, MN 56401

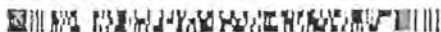
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Inv# 129000125979 \$483.00
QUALITY INN AND SUITES
08/01/2025 # Pages 20 FP20 DOC304S432



Quality Inn & Suites -
Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 999784163
Date: 7/28/25
Room: 255 BAR
Arrival Date: 7/21/25
Departure Date: 7/28/25
Check In Time: 7/21/25 7:57 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!

We thank you kindly for your stay at our hotel.

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Quality Inn & Suites
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Brainerd, MN 56401



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Quality Inn & Suites -
 Brainerd/Baxter (MN094)
 2115 S. 6th Street
 Brainerd, MN 55401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 999783771
 Date: 7/28/25
 Room: 254 NTH902
 Arrival Date: 7/21/25
 Departure Date: 7/28/25
 Check In Time: 7/21/25 7:53 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

Brainerd, MN 55401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 999783291
Date: 7/28/25
Room: 253 NTH902
Arrival Date: 7/21/25
Departure Date: 7/28/25
Check In Time: 7/21/25 7:48 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary : 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 999782835
Date: 7/28/25
Room: 25 BAR
Arrival Date: 7/21/25
Departure Date: 7/28/25
Check In Time: 7/21/25 7:44 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!

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Quality Inn & Suites -
 Brainerd/Baxter (MN094)
 2115 S. 6th Street
 Brainerd, MN 56401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 999782363
 Date: 7/28/25
 Room: 249 SAR
 Arrival Date: 7/21/25
 Departure Date: 7/28/25
 Check In Time: 7/21/25 7:38 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfe/m
 You were checked out by:
 Total Balance Due: 0.00

Grow Wing County

Unknown
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 999780254
Date: 7/28/25
Room: 237 BAR
Arrival Date: 7/21/25
Departure Date: 7/28/25
Check In Time: 7/21/25 7:33 AM
Check Out Time:
Rewards Program ID:
You were checked in by: Jfe/in
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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 Brainerd, MN 56401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 999779755
 Date: 7/28/25
 Room: 217 EAR
 Arrival Date: 7/21/25
 Departure Date: 7/28/25
 Check In Time: 7/21/25 7:09 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County
 unknown
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge		69.00
7/22/25	Room Charge		69.00
7/23/25	Room Charge		69.00
7/24/25	Room Charge		69.00
7/25/25	Room Charge		69.00
7/26/25	Room Charge		69.00
7/27/25	Room Charge		69.00
7/28/25	Direct Bill		(493.00)
Folio Summary 7/21/25 - 7/28/25			
	Room Charge		493.00
	Direct Bill		(493.00)
Balance Due:			0.00

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 We thank you kindly for your stay at our hotel.

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Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 999785260

Date: 9/15/25

Room: 258; BAR

Arrival Date: 7/21/25

Departure Date: 8/4/25

Check In Time: 7/21/25 8:08 AM

Check Out Time: 8/4/25 7:49 AM

Rewards Program ID:

You were checked in by: jfeltn

You were checked out by: jfeltn

Total Balance Due: 0.00

Crow Wing County

Bridges, staff 284

none

Brainerd, MN 56401

Post Date	Description	Comment	Amount
7/21/25	Room Charge	#258 Bridges, staff 284	69.00
7/22/25	Room Charge	#258 Bridges, staff 284	69.00
7/23/25	Room Charge	#258 Bridges, staff 284	69.00
7/24/25	Room Charge	#258 Bridges, staff 284	69.00
7/25/25	Room Charge	#258 Bridges, staff 284	69.00
7/26/25	Room Charge	#258 Bridges, staff 284	69.00
7/27/25	Room Charge	#258 Bridges, staff 284	69.00
7/28/25	Room Charge	#258 Bridges, staff 284	97.45
7/29/25	Room Charge	Adjustment //	(28.45)
		Overcharged	
7/29/25	Room Charge	Adjustment	(69.00)
7/29/25	Direct Bill		(483.00)
7/29/25	Room Charge	#258 Bridges, staff 284	69.00
7/30/25	Room Charge	#258 Bridges, staff 284	69.00
7/31/25	Room Charge	#258 Bridges, staff 284	69.00
8/1/25	Room Charge	#258 Bridges, staff 284	69.00
8/2/25	Room Charge	#258 Bridges, staff 284	69.00
8/3/25	Room Charge	#258 Bridges, staff 284	69.00
8/4/25	Room Charge	For the 29th	69.00
8/4/25	Direct Bill		(483.00)
Folio Summary 7/21/25 - 8/4/25			
	Room Charge		966.00
	Direct Bill		(966.00)
Balance Due:			0.00

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Quality Inn & Suites -
 Brainerd/Baxter (MN094)
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 Brainerd, MN 56401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 1002189367
 Date: 8/11/25
 Room: 217 BAR
 Arrival Date: 8/4/25
 Departure Date: 8/11/25
 Check In Time: 8/4/25 7:30 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

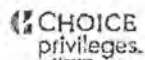
Crow Wing County
 unknown
 Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1002189811
Date: 8/11/25
Room: 253 NTH602
Arrival Date: 8/4/25
Departure Date: 8/11/25
Check In Time: 8/4/25 7:41 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1002397595
Date: 8/11/25
Room: 237 BAR
Arrival Date: 8/4/25
Departure Date: 8/11/25
Check In Time: 8/4/25 3:28 PM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Winn County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County

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Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1002189607
Date: 8/11/25
Room: 254 NTHR02
Arrival Date: 8/4/25
Departure Date: 8/11/25
Check In Time: 8/4/25 7:43 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(493.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		493.00
	Direct Bill		(493.00)
Balance Due:			0.00

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Brainerd, MN 56401

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 2115 S. 6th Street
 Brainerd, MN 56401
 (218) 270-7333
 MN094@stayatchoice.com

Account: 1002189249
 Date: 8/11/25
 Room: 249 BAR
 Arrival Date: 8/4/25
 Departure Date: 8/11/25
 Check In Time: 8/4/25 7:34 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

Unknown
 Brainerd, MN 56401

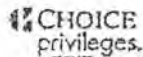
Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County

Baxter, MN 56425

Quality Inn & Suites -
Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1002189944
Date: 8/11/25
Room: 257 EAR
Arrival Date: 8/4/25
Departure Date: 8/11/25
Check In Time: 8/4/25 7:46 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!

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Brainerd, MN 56401

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2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 102189486
Date: 8/11/25
Room: 251 EAR
Arrival Date: 8/4/25
Departure Date: 8/11/25
Check In Time: 8/4/25 7:38 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeitn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/4/25	Room Charge		69.00
8/5/25	Room Charge		69.00
8/6/25	Room Charge		69.00
8/7/25	Room Charge		69.00
8/8/25	Room Charge		69.00
8/9/25	Room Charge		69.00
8/10/25	Room Charge		69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Crow Wing County
Bridges, staff 284
none
Brainerd, MN 56401

Account: 1002189122
Date: 8/11/25
Room: 258 3AK
Arrival Date: 8/4/25
Departure Date: 8/11/25
Check In Time: 8/4/25 7:49 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
8/4/25	Room Charge	#258 Bridges, staff 284	69.00
8/5/25	Room Charge	#258 Bridges, staff 284	69.00
8/6/25	Room Charge	#258 Bridges, staff 284	69.00
8/7/25	Room Charge	#258 Bridges, staff 284	69.00
8/8/25	Room Charge	#258 Bridges, staff 284	69.00
8/9/25	Room Charge	#258 Bridges, staff 284	69.00
8/10/25	Room Charge	#258 Bridges, staff 284	69.00
8/11/25	Direct Bill		(483.00)
Folio Summary 8/4/25 - 8/11/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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 MN094@stayatchoice.com

Account: 1003293515
 Date: 8/18/25
 Room: 217 BAR
 Arrival Date: 8/11/25
 Departure Date: 8/18/25
 Check In Time: 8/11/25 8:22 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfeltn
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/11/25	Room Charge		69.00
8/12/25	Room Charge		69.00
8/13/25	Room Charge		69.00
8/14/25	Room Charge		69.00
8/15/25	Room Charge		69.00
8/16/25	Room Charge		69.00
8/17/25	Room Charge		69.00
8/18/25	Direct Bill		(483.00)
Folio Summary 8/11/25 - 8/18/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 1003293038
Date: 8/18/25
Room: 258 BAR
Arrival Date: 8/11/25
Departure Date: 8/18/25
Check In Time: 8/11/25 9:08 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Bridges, staff 284
none
Brainerd, MN 56401

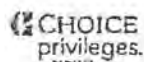
Post Date	Description	Comment	Amount
8/11/25	Room Charge	#258 Bridges, staff 284	69.00
8/12/25	Room Charge	#258 Bridges, staff 284	69.00
8/13/25	Room Charge	#258 Bridges, staff 284	69.00
8/14/25	Room Charge	#258 Bridges, staff 284	69.00
8/15/25	Room Charge	#258 Bridges, staff 284	69.00
8/16/25	Room Charge	#258 Bridges, staff 284	69.00
8/17/25	Room Charge	#258 Bridges, staff 284	69.00
8/18/25	Direct Bill		(483.00)
Folio Summary 8/11/25 - 8/18/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 1003293230
Date: 8/18/25
Room: 249 BAR
Arrival Date: 8/11/25
Departure Date: 8/18/25
Check In Time: 8/11/25 9:12 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfein
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/11/25	Room Charge		69.00
8/12/25	Room Charge		69.00
8/13/25	Room Charge		69.00
8/14/25	Room Charge		69.00
8/15/25	Room Charge		69.00
8/16/25	Room Charge		69.00
8/17/25	Room Charge		69.00
8/18/25	Direct Bill		(483.00)
Folio Summary 8/11/25 - 8/18/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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MN094@stayatchoice.com

Account: 1003293670
Date: 8/19/25
Room: 25 EAR
Arrival Date: 8/11/25
Departure Date: 8/17/25
Check In Time: 8/11/25 9:03 AM
Check Out Time: 8/17/25 1:33 PM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jfeltn
Total Balance Due: 0.00

Crow Wing County

unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/11/25	Room Charge		59.00
8/12/25	Room Charge		59.00
8/13/25	Room Charge		59.00
8/14/25	Room Charge		69.00
8/15/25	Room Charge		69.00
8/16/25	Room Charge		69.00
8/17/25	Direct Bill		(414.00)
8/19/25	Room Charge	Adjustment for Saturday 8/16	(69.00)
8/19/25	Direct Bill	Adjustment	69.00
Folio Summary 8/11/25 - 8/19/25			
	Room Charge		345.00
	Direct Bill		(345.00)
Balance Due:			0.00

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Account: 1003294390

Date: 8/18/25

Room: 253 INTR02

Arrival Date: 8/11/25

Departure Date: 8/18/25

Check In Time: 8/11/25 9:17 AM

Check Out Time:

Rewards Program ID:

You were checked in by: jfeltn

You were checked out by:

Total Balance Due: 0.00

Crow Wing County

Unknown

Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/11/25	Room Charge		69.00
8/12/25	Room Charge		69.00
8/13/25	Room Charge		69.00
8/14/25	Room Charge		69.00
8/15/25	Room Charge		69.00
8/16/25	Room Charge		69.00
8/17/25	Room Charge		69.00
8/18/25	Direct Bill		(483.00)
Folio Summary 8/11/25 - 8/18/25			
	Room Charge		483.00
	Direct Bill		(483.00)

Balance Due: 0.00

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Account: 1003294515
 Date: 8/18/25
 Room: 257 BAR
 Arrival Date: 8/11/25
 Departure Date: 8/18/25
 Check In Time: 8/11/25 8:58 AM
 Check Out Time:
 Rewards Program ID:
 You were checked in by: jfelin
 You were checked out by:
 Total Balance Due: 0.00

Crow Wing County

Baxter, MN 56425

Post Date	Description	Comment	Amount
8/11/25	Room Charge		69.00
8/12/25	Room Charge		69.00
8/13/25	Room Charge		69.00
8/14/25	Room Charge		69.00
8/15/25	Room Charge		69.00
8/16/25	Room Charge		69.00
8/17/25	Room Charge		69.00
8/18/25	Direct Bill		(483.00)
Folio Summary 8/11/25 - 8/18/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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MN094@staychoice.com

Account: 1004653915
Date: 9/15/25
Room: 257, EAR
Arrival Date: 8/18/25
Departure Date: 8/25/25
Check In Time: 8/18/25 6:35 AM
Check Out Time: 8/25/25 10:04 AM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jfeltn
Total Balance Due: 0.00

Crow Wing County

Baxter, MN 56425

Post Date	Description	Comment	Amount
8/18/25	Room Charge		69.00
8/19/25	Room Charge		69.00
8/20/25	Room Charge		69.00
8/21/25	Room Charge		69.00
8/22/25	Room Charge		69.00
8/23/25	Room Charge		69.00
8/24/25	Room Charge		69.00
8/25/25	Direct Bill		(483.00)
Folio Summary 8/18/25 - 8/25/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1004653474
Date: 9/15/25
Room: 217; BAR
Arrival Date: 8/18/25
Departure Date: 8/25/25
Check In Time: 8/18/25 6:35 AM
Check Out Time: 8/25/25 9:55 AM

Crow Wing County

unknown
Brainerd, MN 56401

Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jfeltn
Total Balance Due: 0.00

Post Date	Description	Comment	Amount
8/18/25	Room Charge		69.00
8/19/25	Room Charge		69.00
8/20/25	Room Charge		69.00
8/21/25	Room Charge		69.00
8/22/25	Room Charge		69.00
8/23/25	Room Charge		69.00
8/24/25	Room Charge		69.00
8/25/25	Direct Bill		(483.00)
Folio Summary 8/18/25 - 8/25/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Crow Wing County

unknown

Brainerd, MN 56401

Account: 1008781688

Date: 9/15/25

Room: 258 BAR

Arrival Date: 9/11/25

Departure Date: 9/12/25

Check In Time: 9/11/25 3:32 PM

Check Out Time: 9/12/25 3:57 PM

Rewards Program ID:

You were checked in by: jfeltn

You were checked out by: jfeltn

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
9/11/25	Room Charge		69.00
9/12/25	Direct Bill		(69.00)
Folio Summary 9/11/25 - 9/12/25			
	Room Charge		69.00
	Direct Bill		(69.00)
Balance Due:			0.00

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Account: 991 17646
Date: 9/15/25
Room: 256 BAR
Arrival Date: 6/2/25
Departure Date: 6/3/25
Check In Time: 6/2/25 2:49 PM
Check Out Time: 6/3/25 11:15 AM
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by: jfeltn
Total Balance Due: 0.00

Crow Wing County

unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
6/2/25	Room Charge		69.00
6/3/25	Direct Bill		(69.00)
Folio Summary 6/2/25 - 6/3/25			
	Room Charge		69.00
	Direct Bill		(69.00)
Balance Due:			0.00

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Account: 1005665061
Date: 9/1/25
Room: 259 BAR
Arrival Date: 8/25/25
Departure Date: 9/1/25
Check In Time: 8/25/25 10:07 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

3174.00

Crow Wing County
Bridges, staff 284
none
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/25/25	Room Charge	#259 Bridges, staff 284	69.00
8/26/25	Room Charge	#259 Bridges, staff 284	69.00
8/27/25	Room Charge	#259 Bridges, staff 284	69.00
8/28/25	Room Charge	#259 Bridges, staff 284	69.00
8/29/25	Room Charge	#259 Bridges, staff 284	69.00
8/30/25	Room Charge	#259 Bridges, staff 284	69.00
8/31/25	Room Charge	#259 Bridges, staff 284	69.00
9/1/25	Direct Bill		(483.00)
Folio Summary 8/25/25 - 9/1/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

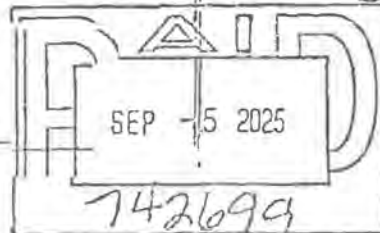
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MN094@stayatchoice.com

Crow Wing County

Unknown

Brainerd, MN 56401

Account: 1005665136

Date: 9/1/25

Room: 249 BAR

Arrival Date: 8/25/25

Departure Date: 9/1/25

Check In Time: 8/25/25 9:59 AM

Check Out Time:

Rewards Program ID:

You were checked in by: jfeltn

You were checked out by:

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
8/25/25	Room Charge		69.00
8/26/25	Room Charge		69.00
8/27/25	Room Charge		69.00
8/28/25	Room Charge		69.00
8/29/25	Room Charge		69.00
8/30/25	Room Charge		69.00
8/31/25	Room Charge		69.00
9/1/25	Direct Bill		(483.00)
Folio Summary 8/25/25 - 9/1/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 1005695078
Date: 9/1/25
Room: 257 BAR
Arrival Date: 8/25/25
Departure Date: 9/1/25
Check In Time: 8/25/25 10:04 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County

Baxter, MN 56425

Post Date	Description	Comment	Amount
8/25/25	Room Charge		69.00
8/26/25	Room Charge		69.00
8/27/25	Room Charge		69.00
8/28/25	Room Charge		69.00
8/29/25	Room Charge		69.00
8/30/25	Room Charge		69.00
8/31/25	Room Charge		69.00
9/1/25	Direct Bill		(483.00)
Folio Summary		8/25/25 - 9/1/25	
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

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Account: 1005665374
Date: 9/1/25
Room: 27 BAR
Arrival Date: 8/25/25
Departure Date: 9/1/25
Check In Time: 8/25/25 9:56 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/25/25	Room Charge		69.00
8/26/25	Room Charge		69.00
8/27/25	Room Charge		69.00
8/28/25	Room Charge		69.00
8/29/25	Room Charge		69.00
8/30/25	Room Charge		69.00
8/31/25	Room Charge		69.00
9/1/25	Direct Bill		(483.00)
Folio Summary 8/25/25 - 9/1/25			
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!
We thank you kindly for your stay at our hotel.

Do you need a future reservation at Quality Inn & Suites Brainerd? Please book directly by calling us at 218-270-7333

Quality Inn & Suites
2115 S. 6th Street Bldg A
Brainerd, MN 56401



Earn reward nights at Choice Hotels. Join Choice Privileges today at www.choicehotels.com/choice-privileges. Earn reward nights faster with the Choice Privileges Mastercard. Learn more at www.choicehotels.com/cardoffer.



Quality Inn & Suites -
Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1005694706
Date: 9/1/25
Room: 253 NTHB02
Arrival Date: 8/25/25
Departure Date: 9/1/25
Check In Time: 8/25/25 10:02 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfc/tn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
Unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/25/25	Room Charge		69.00
8/26/25	Room Charge		69.00
8/27/25	Room Charge		69.00
8/28/25	Room Charge		69.00
8/29/25	Room Charge		69.00
8/30/25	Room Charge		69.00
8/31/25	Room Charge		69.00
9/1/25	Direct Bill		(483.00)
Folio Summary		8/25/25 - 9/1/25	
	Room Charge		483.00
	Direct Bill		(483.00)
Balance Due:			0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!

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Quality Inn & Suites
2115 S. 6th Street Bldg A
Brainerd, MN 56401



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Quality Inn & Suites -
Brainerd/Baxter (MN094)
2115 S. 6th Street
Brainerd, MN 56401
(218) 270-7333
MN094@stayatchoice.com

Account: 1005298457
Date: 9/1/25
Room: 250 BAR
Arrival Date: 8/21/25
Departure Date: 9/1/25
Check In Time: 8/21/25 7:23 AM
Check Out Time:
Rewards Program ID:
You were checked in by: jfeltn
You were checked out by:
Total Balance Due: 0.00

Crow Wing County
unknown
Brainerd, MN 56401

Post Date	Description	Comment	Amount
8/21/25	Room Charge		69.00
8/22/25	Room Charge		69.00
8/23/25	Room Charge		69.00
8/24/25	Room Charge		69.00
8/25/25	Room Charge		69.00
8/26/25	Room Charge		69.00
8/27/25	Room Charge		69.00
8/28/25	Room Charge		69.00
8/29/25	Room Charge		69.00
8/30/25	Room Charge		69.00
8/31/25	Room Charge		69.00
9/1/25	Direct Bill		(759.00)
Folio Summary 8/21/25 - 9/1/25			

Room Charge	759.00
Direct Bill	(759.00)

Balance Due: 0.00

With this rate you are able to earn Choice Privileges points to redeem for free nights and other rewards!

We thank you kindly for your stay at our hotel.

Do you need a future reservation at Quality Inn & Suites Brainerd? Please book directly by calling us at 218-270-7333

Quality Inn & Suites
2115 S. 6th Street Bldg A
Brainerd, MN 56401

x _____



Earn reward nights at Choice Hotels. Join Choice Privileges today at www.choicehotels.com/choice-privileges. Earn reward nights faster with the Choice Privileges Mastercard. Learn more at www.choicehotels.com/cardoffer.

3

Bridges of Hope

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE

INVOICE #

2025-5

DATE

6/16/2025

BILL TO

Tami Lueck

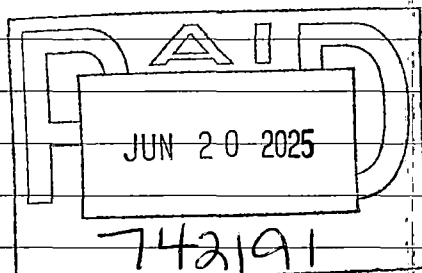
Crow Wing County Community Services

204 Laurel Street, PO Box 686

Brainerd, MN 56401

V-4122
12420760/60800
P600 S658

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Library Meet Ups	8	29.23	233.84
Open Arms Meet Ups	84	29.23	2,455.32
Meetings and committees	20	29.23	584.60
Staff Meetings- BW	6.00	29.23	175.38
Staff Meetings - NM, RW, KG	18.00	17.00	306.00
			-
Cleaning/organizing/painting	40	29.23	1,169.20
1 week of shelter lease	5	90.87	454.37
			-
			-
			-
			-
			-
			-
			-
			-



Inv# 129000125475

\$5378.71

Bridges of Hope

06/20/2025 # Pages 3

FP3 DOC300S409

SUBTOTAL

5,378.71

TAX RATE

0.000%

TAX

-

TOTAL

\$

5,378.71

If you have any questions about this invoice, please contact
Lael Dornseif, 218-825-7682 or lael@bridgesofhopemn.org

Bridges of Hope

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE

INVOICE #

DATE _____

2025-6

7/10/2025

BILL TO

Tami Lueck

Crow Wing County Community Services

204 Laurel Street, PO Box 686

Brainerd, MN 56401

[illegible]

If you have any questions about this invoice, please contact
Lael Dornseif, 218-825-7682 or lael@bridgesofhopemn.org

3

Page 272 of 279

3

Bridges of Hope

INVOICE

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE #

2025-8

DATE

9/2/2025

BILL TO

Tami Lueck

Crow Wing County Community Services

204 Laurel Street, PO Box 686

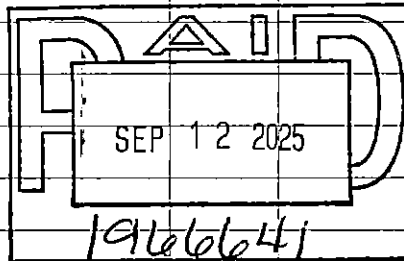
Brainerd, MN 56401

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
KG Staff Time at hotel/shelter trainings	176.39	\$ 17.00	\$ 2,998.63
RW Staff Time at hotel/shelter trainings	61.82	\$ 17.00	\$ 1,050.94
NM Staff Time at hotel/shelter trainings	197.25	\$ 17.00	\$ 3,353.25
TB Staff Time at Trainings	26.05	\$ 20.00	\$ 521.00
GH Staff Time at Trainings	14.67	\$ 17.00	\$ 249.39
TP Staff Time at Trainings	13.37	17.00	227.29
JS Staff Time at Trainings	15.12	17.00	257.04
			-
2 weeks of shelter lease	14	90.87	1,272.18
			-
			-
			-
			-
			-
			-

V-4122

12420760/60800

P600 S658



DD



Inv# 129000128639

\$9929.72

BRIDGES OF HOPE

09/12/2025 # Pages 3

FP3 DOC309S337

SUBTOTAL

\$ 9,929.72

TAX RATE

0.000%

TAX

TOTAL

\$ 9,929.72

If you have any questions about this invoice, please contact
Lael Dornseif, 218-825-7682 or lael@bridgesofhopemn.org

Bridges of Hope

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE

INVOICE #

DATE _____

2025-9

10/1/2025

BILL TO

Tami Lueck

Crow Wing County Community Services

204 Laurel Street, PO Box 686

Brainerd, MN 56401

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
September 2025 Bridge on 7th	1	27,501.98	27,501.98
September 2025 HMIS Data			-
55 Unique Individuals, 500 Nights of Sleep			-
V-4122			-
12420760/60800			-
P600 S658			-
			-
Inv# 129000129839	\$27501.98	SUBTOTAL	27,501.98
BRIDGES OF HOPE		TAX RATE	0.000%
10/17/2025 # Pages 4	FP4 DOC313S2383	TAX	-
		TOTAL	\$ 27,501.98

If you have any questions about this invoice, please contact
Lael Dornseif, 218-825-7682 or lael@bridgesofhopemn.org



BRAINERD POLICE DEPARTMENT

225 East River Rd
Brainerd, MN 56401
Ph: 218-829-2805
Fx: 218-825-3489

www.ci.brainerd.mn.us/police/

January 21, 2026

Dear Members of the Brainerd Community,

Recent public discussion has raised questions about the role of local law enforcement in matters related to immigration enforcement. I want to clearly explain the Brainerd Police Department's responsibilities, authority, and long-standing practices.

The Brainerd Police Department is not a political organization. Our operations are not driven by political viewpoints, policy debates, or ideology. Our actions are guided by the law and by our duty to protect public safety.

Under Minnesota law, consistent with the United States Constitution, local law enforcement agencies are generally granted authority over criminal law matters, not civil law matters. While Minnesota law does provide limited and specific exceptions allowing local law enforcement to act in certain civil matters, immigration enforcement is not one of those exceptions. The majority of immigration-related violations are civil in nature and therefore fall outside the lawful authority of the Brainerd Police Department.

At the same time, the Brainerd Police Department routinely and independently identifies and takes individuals into custody when judicially issued criminal arrest warrants exist. This includes warrants issued by courts at the state and federal level. When requested, the Brainerd Police Department has also historically assisted other law enforcement agencies in executing criminal arrest warrants. An individual's ethnicity, national origin, or immigration status is not a determining factor in these actions; the existence of a valid criminal warrant is.

The Brainerd Police Department is responsible for enforcing criminal laws and protecting public safety. While we are not involved in federal civil immigration enforcement, we will respond to any incident involving criminal behavior or threats to safety. This is a fundamental responsibility of law enforcement.

The Brainerd Police Department is committed to serving our community with integrity, consistency, and impartiality. We value our relationship with the Brainerd community and will continue to serve all residents in accordance with the authority granted to us and the responsibilities entrusted to us.

Sincerely,

John Davis, Police Chief

From: [Nick Broyles](#)
To: [Brittney Kummet](#); [Connie Hillman](#); [Eric Charpentier HRA](#); [James Kramvik](#); [Jennifer Roach](#); [John Davis](#); [Kris Schubert](#); [Mike Habighorst](#); [Paul Sandy BPU](#); [Shawn Strong](#); [Tim Holmes](#); [Trent Hawkinson BPU](#); [Danny Loch BPU](#); [Charles Gammon BPU](#)
Cc: [Toni Gage](#); [Joseph J. Langel <jjl@ratwiklaw.com>](#)
Subject: Charter Commission - Proposed Charter Changes and Schedule
Date: Thursday, January 22, 2026 8:57:29 AM
Attachments: [20260111 - Existing Charter with Modified Redlines.docx](#)
[20260111 - Proposed Charter.docx](#)
[image002.png](#)
Importance: High

Charter Commission and Public Utilities Commission:

As requested by the charter commission at their meeting on 21 Jan, I am requesting comments from both charter and public utilities commissioners on the proposed language (attached) by **COB 29 Jan**. Please redline and submit your comments to Toni Gage and me. Staff will then integrate, as best we can, the varying comments into the proposed charter language. Moreover, all comments received from all commissioners will be included in the packet for the next charter commission meeting as we would like all commissioners, and the public, to see the entirety of the comments from all the other commissioners.

The mayor and city council are also receiving this email as an FYI, but we are not asking for your comments at this point. **Commissioner Bevans**, this does not apply to you as you are also a member of the charter commission. Once the charter commission completes their task and approves any proposed charter changes, staff will present to the city council for their consideration and comment. The following is an anticipated timeline. **Chair Shipe**, if you have any concerns with this schedule, please let me know.

29 Jan: comments received from all commissioners

5 Feb: staff completes the integration of comments, notices the next charter commission meeting, and publishes the packet to give all commissioners one week to review

Approximately 12 Feb: the next charter commission meeting

Please let me know if you have any questions.

Regards

Nick



Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us



Initiative
FOUNDATION

40 years of
investing in
your good ideas

January 26, 2026

Nick Broyles, City Administrator
City of Brainerd
501 Laurel St
Brainerd, MN 56401-3525

RECEIVED

JAN 29 2026

**CITY OF BRAINERD
ADMINISTRATION**

Dear Nick,

We have received the City of Brainerd's 2026 funding in support of the Initiative Foundation's work across Central Minnesota. Please extend our sincere appreciation to the mayor and city council for their continued leadership and commitment to the region.

Together, we are strengthening local economies and building vibrant, resilient communities. Your investment directly supports economic development initiatives, including business financing efforts that help create living-wage jobs, diversify local economies, and leverage private-sector investment.

In addition, this partnership enhances community vitality through leadership development and capacity-building programs, grants to local units of government and nonprofit organizations, early childhood initiatives, and scholarship opportunities. These efforts generate lasting economic and social returns, contributing to the long-term health of the region and the future of rural Minnesota.

We truly value your partnership and appreciate your ongoing support of this important work.

Sincerely,

Brian Voerding
President

Carl Newbanks
Vice President for Philanthropy

Give online at ifound.org/give or call us at (320) 631-2007

The Initiative Foundation is a 501(c)(3) organization. As a 501(c)(3) nonprofit organization, your Initiative Foundation contribution is tax-deductible to the extent allowed by law. The Foundation owns and manages financial contributions for the benefit of Central Minnesota communities, and no goods or services are exchanged for your gift.

Initiative Foundation | 405 First St. SE | Little Falls, MN 56345 | ifound.org | info@ifound.org