CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, March 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: 2487 204 3643
Personnel and Finance Committee held: 2nd Floor Conference Room at 7:00 PM
Safety and Public Works Committee held: Council Chambers at 7:00 PM

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

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

1. **Call To Order**

2. **Roll Call**

   ___K. Bevans___J. Czeczok ___G. Johnson ___K. Stunek ___ K. Yeager ___T. Erickson ___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. **Hiring - Business Office Support Specialist Rachele Schlosser**

   E. **Reclassify - Spring Police Intern Caleb Wahlstrom**

   F. **Fire Contract Formula for 2027 - Informational**

   G. **Agreement - Fire Department Storage at Crow Wing County**

H. **Agreement Amendment - TH 210 Reconstruction Project**

I. **Approve Utility Department Surplus Items for Auction**

J. **Event Application - 2026 Loonfest**

K. **Event Application - St. Patrick's Day Parade**

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. Cost Share - City of Baxter Dellwood Drive Surfacing Project
2. Event/Street Closure Application - 4th of July Red, White, and Boom
3. Imp 25-05 - Southeast Brainerd Reconstruction - Right-of-Way Description Proposal
4. Construction Observation and Testing Contract - SEH - Voyageur Heights Development Project
5. Direction on Active Code Enforcement

B. **Personnel & Finance Committee**

1. Designate Statewide Affordable Housing Aid (SAHA) Funds
2. Use of City Hall Annex for Friends of the Library
3. Retirement - Police Chief John Davis
4. Royal Tire TIF District

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)
Public Utilities Commission— 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. **Resolution - Orderly Annexation Agreement**

C. **Comprehensive Plan Update - Review Proposals**

D. **Resolution — Business Subsidy for Dermatology Clinic**

10. **New Business**

A. **Conditional Use Permit - Dermatology Clinic 1410 & 1424 Thiesse Drive**

B. **Variance - Setback from Existing Structures - 2602 11th St SE**

C. **Resolution - Imp 25-06 - 2026 Resurfacing Projects - Receive Feasibility Report and Call for PH**

D. **Charter - Direct Special Meeting with Charter Commission**

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 Statutes, 13D.05, Subd 3(A), to Conduct City Administrator Broyles 2025 Performance Review.**

15. **Council Communications**

A. **Email - M. Koep YMCA Pool**

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, Stunek, Yeager, and O'Day. Mayor Badeaux was also noted as present.

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 WITH THE REMOVAL OF DESIGNATION OF GUSTAFSON PARK AND PUBLIC DISCLOSURE EXCEPTION FROM THE CONSENT CALENDAR, MOVING THE ORDERLY ANNEXATION AFTER THE PUBLIC FORUM, AND MOVING THE PRESENTATION BEFORE THE CONGRESSIONAL APPROPRIATIONS ITEM.

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.
Approval of Minutes
Approved February 2nd, 2026, minutes as presented.
Department Activity Reports
Approved reports as presented.
MN Lawful Gambling Application – Exempt Permit
Approved MN Lawful Gambling Application for Exempt Permit submitted by Lakes Area Heros for an Event to be held on April 26, 2026, at 1511 Northern Pacific Road.
Temporary On-Sale Liquor License - Sports Boosters
Approved Temporary On-Sale Liquor License submitted by the Brainerd Sports Boosters for an event to be held on April 18, 2026, at the Essentia Health Sports Center, 502 Jackson Street.
Temporary On-Sale Liquor License – Jackpine
Approved Temporary On-Sale Liquor License Application submitted by Jackpine Brewery for an Event to be held on March 20 and 21, 2026, at Essentia Health Sports Center, 502 Jackson Street.
Policy Update – Data Practices Exhibit A
Designated HR Director Kummet as Data Practices Designee - Non-Law Enforcement.
Resignation – Community Service Officer Jude Gregersen
Accepted the resignation of Community Service Officer Jude Gregersen effective Thursday, February 5, 2026.
Stormwater Management Maintenance Agreement – Voyageur Heights
Approved Stormwater Management Maintenance Agreement for the Voyageur Heights development.
Surplus Holiday Decor for Auction
Authorized disposal of surplus items.

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

Resolution – Designating Gustafson Park as Park Land

Council Member Czeczok asked if this resolution would prevent future City Council's from removing the designation.

Attorney Langel stated that the City Council always retains the right to rescind resolutions.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT RESOLUTION DESIGNATING GUSTAFSON PARK AS PARK LAND.

RESOLUTION 08:26

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

Resolution – Public Disclosure Exception D. Gorham

Member Czeczok asked if the resolution indicated that at a Planning meeting Mr. Gorham would need to abstain from voting in regard to the improvement to his property. He also questioned whether a commissioner or Council Member needs to provide a reason for abstention from a vote.

Attorney Langel stated that he would need to abstain from any item that comes before the Planning Commission regarding his property. He also stated that a reason is not required for abstention.

Member Czeczok stated that he would prefer if a reason was given for an abstention.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT RESOLUTION ACKNOWLEDGING THE CONFLICT DISCLOSURE AND CONFIRMS MR. DON GORHAM'S NON-INVOLVEMENT IN SCDP DECISIONS.

RESOLUTION 09:26

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

Public Forum

The Chair opened the public forum at 7:36 p.m.

A citizen came forward to speak on spending taxpayer money on things that would matter.

Member Czeczok stated that if there are issues that people have, he is willing to listen to anyone who wants to make our City look better via email or a phone call.

The chair closed the public forum at 7:41 p.m.

Resolution – Orderly Annexation Agreement

Community Development Director Kramvik gave an overview of the orderly annexation agreement and the process for orderly annexation. Crow Wing County Staff and City Staff have been working closely together with their legal teams to draft an agreement that is mutually agreeable.

Council Member Czeczok asked about whose cost responsibility it would be to connect to utilities since it is only the City's responsibility to extend utilities within 150 feet from someone's property line.

City Engineer Dehn stated that that would need to be determined on a case-by-case basis. General practice is to extend utilities to the property line.

Chair O'Day opened the public hearing at 7:45

The following spoke in opposition to orderly annexation:
Rachel Kohn, 14948 Riverside Dr
Richard Schmidt, 9567 Karr Dr
Glen Milender, 15098 Riverside Dr
Ken Mimmack, 18858 Ashmun Rd
Rebecca Olson, 14761 Riverside Dr
Eric Pikula, 15137 Riverside Dr
Tom Carson, 14904 River Arches Dr
Delrose Carson, 14904 River Arches Dr
Bruce Smith, 15090 Riverside Dr
Daniel O'Reilly, 15859 Ashmun Rd
Robert Johnson, 15151 Highview

Many requested more information on actual impacts to their property financially and environmentally.

The Chair closed the public hearing at 8:12 p.m.

Chair O'Day stated that the City is in a tough position because when the infrastructure was put in in 2003, it was understood that eventually homeowners would need to annex to connect to City water and sewer. Later, it was determined that the City could not enforce annexation due to septic failure. Eventually it will be harder and harder to replace septic systems. The annexation agreement would allow for future planning when inevitably septic systems cannot be updated.

Public Utilities Director Sandy stated that in general, the MPCA has water quality in watersheds at the forefront when it comes to septic systems and the transition to municipal utilities.

Mayor Badeaux asked Community Development Director Kramvik to explain the process that the City and County has done to get to this point. He stated that this creates a pathway for future annexation possibilities.

Community Development Director Kramvik stated that the resolution needs to be passed by both the City and County. There was a property that needed an emergency hookup that needed to happen this past year, and it was a fairly difficult process to annex the property. City Council then directed staff to pursue orderly annexation area. This does not annex properties tonight. It would go to a municipal boundary judge after passage by both municipalities. After approval by a judge, the properties could be annexed into the City, but there is a process for that as well.

Member Czeczok asked about elevation issues for sanitary sewer placement and responsibility of cost. He asked about the number of properties that may be independently responsible.

City Engineer Dehn stated that if a lift station is required to get to the main, it would be the homeowners responsibility. The number is unknown as it depends on the lowest level of service for each property. The City does have an idea of service lines and depths on Riverside Drive. The other extensions would need to be scoped in the future when construction is proposed.

Chair O'Day clarified that a lift station could be placed on the City side for some of these properties as a solution to individual properties needing to be responsible for the cost of a lift station.

Member Yeager stated that these are the types of meetings he loses sleep over. There is a lot of emotion with these types of items. He has a lot of the same questions that property owners have. To be able to support moving forward with creating the annexation area, he needs to know the financial impacts to the property owners. He also stated that he is opposed to a City mandated annexation during ownership of properties as owners have bought land or homes for specific reasons. However, he does support annexation at the time of sale, subdivision, or other transitions. Adding Stormwater, sewer, and water to properties is better for the environment and it is also better for the whole to spread costs among more properties. To say that these properties or properties that are island properties do not receive City benefits or services is myopic. Everyone should share equally in the responsibility for the services that are a good thing for our lives.

Member Stunek stated that he supports Member Yeager's statement to pump the brakes and receive more information.

Member Czeczok asked about the next phase. Hypothetically, if the City passes the resolution what happens if the County Board does not. He also questioned if a judge would need to agree to the process. He asked if the County could review the resolution first for approval.

Attorney Langel stated that hypothetically if it weren't passed by the County Board, the City would need to renegotiate terms with the County, if that falls apart, it is a dead deal. If both parties agree, it does get forwarded to the Office of Administrative Hearings to ensure that the statute is being complied with. The order of approval of the agreement has no bearing on the process.

Mayor Badeaux stated that this is what government is for, to work for the public interest with private individuals. He appreciates everyone coming to speak. There are issues that will arise with annexation, but there are positives as well. If property owners have questions, he asked them to please reach out to staff.

Member Johnson stated that this resolution does not annex any properties, it is an agreement for a plan. In 25 years, when the City is going to improve Ashmun Road because sewers are failing and need to annex, there is a plan in place to make that happen. The City needs to be able to plan for the expansion. The agreement may not be perfect, but it can be improved upon. Having a long-term plan for the neighborhood is important for planning.

Member Czeczok appreciates Member Johnson's explanation. He stated that not one Council Member takes this process lightly. A public hearing was not a requirement, but the Council wanted to hear from property owners. The agreement is for the future of the City of Brainerd and Crow Wing County. If public infrastructure is needed, there is a plan in place to make it happen. It is inevitable that annexation will happen. If not now, in the future. The City is responsible for planning for the future.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO ADOPT RESOLUTION APPROVING THE ORDERLY ANNEXATION AGREEMENT.

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

Member Czeczok stated that the Council directed staff to move forward with orderly annexation, if any Council Member wasn't expecting tonight's discussion, he's not the only blind one in the room.

Member Johnson stated that he appreciates more data. However, there will never be a point in time where every question is answered.

Chair O'Day stated that the information could lead to different outcomes.

Member Erickson stated that he will support receiving more information. He does believe that annexation is inevitable. The property owners brought up great questions and concerns. He believes that our excellent staff have the answers to those questions and would like to slow down the process to provide answers to property owners. This is a longstanding issue, and annexation would provide for unity and continuity.

Mayor Badeaux asked to have staff analyze properties that may be too low lying for City utilities that may not be a good fit for annexation.

Member Czeczok asked about the process with the County.

Community Development Director Kramvik stated that they will make the County aware of tonight's result, and they can decide whether they would like to proceed with the resolution at their meeting.

Member Bevans would like an analysis done to make sure that there aren't properties that are not annexed, but are hooked up to utilities.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO DIRECT STAFF TO PROVIDE AS MUCH INFORMATION AT THE NEXT MEETING TO ANSWER PROPERTY OWNERS QUESTIONS.

Council Committee Reports

Personnel and Finance Committee

Revised Job Description – Hiring of two Water Serviceworkers

Committee Chair Johnson stated that one of our Water Crew Chiefs retired, instead of hiring another Chief, there will be two teams of two Water Serviceworkers.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE UPDATED JOB DESCRIPTION AND AUTHORIZE STAFF TO BEGIN THE HIRING PROCESS FOR TWO WATER SERVICEWORKER POSITIONS.

Baker Tilly Proposal – Community Pool Funding

Committee Chair Johnson stated that this authorizes staff to work with Baker Tilly to determine what it could look like if the City chooses to move forward with the Community Pool project.

Member Yeager asked about the statement in the agenda request "If the debt for the pool were issued in 2026, this fee would not be charged."

Finance Director Hillman stated that the cost would be included in the cost of issuance.

Member Czeczok stated that no matter what the Council does, the YMCA wants $4 million. The Charter provides about $270,000 for three organizations, $4 million dollars is about 15 years worth of that funding. We're asking the taxpayers of Brainerd to take on more debt for a pool that they will receive little return for. The City already has a lot of debt, and more will be incurred with the Fire Station remodel and other infrastructure. The rates will need to be increased because of the construction of a new Wastewater Treatment Facility. The City is always spending more than what our taxpayers can support.

Member Erickson stated he does not believe that this is the best use of public funds. There is a lot of infrastructure needs coming up. He also has a hard time selecting certain non-profits over others to receive funding. There are a lot of great non-profits in our community.

Chair O'Day stated that he is torn. His question is how funding the project would affect the tax levy. He isn't sure on how he will vote once more information is provided, but this is a small amount to pay to find out. The engineering services that were approved a couple of meetings ago for one property, is more than this cost to get the information.

Mayor Badeaux stated that he is not a big fan of spending money on consultants, but this is a small amount for such a large price tag. The City will be able to make an informed decision with the information provided.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO AUTHORIZE STAFF TO ENTER INTO AGREEMENT WITH BAKER TILLY TO PERFORM A FINANCIAL ANALYSIS FOR THE PROPOSED YMCA COMMUNITY POOL; FURTHER, THE FUNDING TO COME FROM THE $28,000 SPECIAL PROJECTS BUDGETED LINE ITEM.

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

Resolution – Official Intent to Reimburse Expenditures - TH210/Washington Street Project

Committee Chair Johnson stated that the next three items are a necessary step for the City to reimburse itself with bond proceeds for costs incurred prior to bonding for the projects.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF BRAINERD TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS TO BE ISSUED BY THE CITY FOR THE TH210/WASHINGTON STREET PROJECT.

RESOLUTION 10:26

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

Resolution – Official Intent to Reimburse Expenditures - Fire Station 1 Remodel

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF BRAINERD TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS TO BE ISSUED BY THE CITY FOR THE FIRE STATION 1 REMODEL PROJECT.

RESOLUTION 11:26

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

Resolution – Official Intent to Reimburse Expenditures - Main Lift Station Reconstruction

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF BRAINERD TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS TO BE ISSUED BY THE CITY FOR THE MAIN LIFT RECONSTRUCTION PROJECT.

RESOLUTION 12:26

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

Safety and Public Works Committee

Authorize Solicitation – Imp- 26-01 - 2026 Chip Seal Project

Committee Chair Erickson stated that staff has suggested several streets in North & South Brainerd to be chip sealed this year.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AUTHORIZE SOLICITATION FOR BIDS FOR IMPROVEMENT 26-01: 2026 CHIP SEAL PROJECT.

Authorize Solicitation – Imp- 26-04 - CIPP Lining Project

Committee Chair Erickson stated that the lining project will be on portions of North 5th Street, North 7th Street, and between Washington and Juniper Streets. These lining projects are for pipes that are inaccessible for open trench replacement.

Member Czeczok asked the typical lifespan of lining and whether a project could be relined once it has been lined.

City Engineer Dehn stated that the lifespan is about 20-25 years. Relining would need to be considered on a case by case basis.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AUTHORIZE SOLICITATION OF IMPROVEMENT 26-04: 2026 CIPP LINING PROJECT.

Update on Ronald/Joseph/Alley Resurfacing and Lead Service Line Replacements

Public Utilities Director Sandy stated that staff received an inquiry from Member Czeczok if the lead service lines are going to be replaced during the Ronald/Joseph/Alley resurfacing. At the time that Moore Engineering was hired, the service line funding was not available. Since that time, a portion of the project (Hawkins Drive) has been constructed and funds have become available. J & J excavating will begin work on the project this spring. Staff has asked Bolton & Menk to submit a proposal to replace these lines in conjunction with the resurfacing project. The Public Utilities Commission will consider the project at its next meeting and could be included as a third project this spring for service line replacements reimbursed by the 2026 allocation for replacement.

Member Czeczok stated that the service lines from the curb stop to the house is usually the responsibility of the property owner and without funding could be very expensive. He just assumed that the private service lines would be included in the project when BPU learned that the funding was available.

Direction on Active Code Enforcement

Committee Chair Erickson gave an overview of the nuisance property.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO RECOMMEND A MONTHLY $300 CITATION AND TO PURSUE LEGAL ACTION WITH THE CITY ATTORNEY.

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

Unfinished Business

Committee Recommendation – Mayor

Mayor Badeaux recommended Cory Jay to the Public Utilities Commission and Jeremy Powell to the Park Board.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPOINT CORY JAY TO THE PUBLIC UTILITIES COMMISSION AND JEREMY POWELL TO THE PARK BOARD.

Call for Applicants – Informational:
Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – 2 terms (Expire 2029) 2 terms (Expire 2026)
Economic Development Authority-- 1 term (Expire 2028) 1 term (Expire 2031)
Library Board-- 1 term (Expire 2027)
Public Utilities Commission—1 term (Expire 2030)
Transportation Advisory Committee- 1 term (Expire 2026) 2 terms (Expire 2027)
Council President Recommended: (terms expire on 12/31 of said year)
Airport Commission -- 1 term (Expire 2028)
Planning Commission-- 1 term (Expire 2028)
Water Tower Committee—2 terms

New Business

Resolution – Convey Property to Brainerd EDA

Community Development Director Kramvik gave an overview of the conveyance. The Council will also have to pass a resolution on the business subsidy agreement at its next meeting.

Member Czeczok asked about the appraised property value. He also asked about what happens if the business doesn't meet the subsidy requirements.

Community Development Director Kramvik stated that the City is under contract for the appraisal which will be paid for by with the $10,000 escrow the developer submitted. If the property owner does not meet the subsidy requirements by the end of the term, they will be required to purchase the property at market value.

Member Johnson thanked the business owner and property developer for their investment in the City of Brainerd.

Member Yeager thanked everyone involved with the project for their investment in the City.

Chair O'Day stated that this is the most visible part of the industrial park and it is exciting to have this project go in.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND ERICKSON TO ADOPT RESOLUTION CONVEYING - LOTS 1 AND 2 OF BLOCK 5 THIESSE DR, INDUSTRIAL PARK 1ST ADDITION TO THE EDA.

RESOLUTION 13:26

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

Presentation

Bolton and Menk – Brainerd Wastewater Treatment Facility (WWTF) Plan

Morgan Salo, Bolton and Menk, gave a presentation regarding the proposed Wastewater Treatment Facility. The cost of the project is projected to be between $58-$88 million and the operation and management projection of the facility is an additional $500,000 per year. If no state or federal funding sources are awarded to the project the wastewater treatment rates are projected to increase from an average of $35.74 to $53.45 in phase one and $80.80 in phase two.

Member Yeager asked about the life of the equipment. He stated that the City would need to build in the replacement cost at the same time.

Mr. Salo stated useful life is different for each facility and is based on a number of factors in which the facility operates.

Public Utilities Director Sandy stated that you are always going to be planning the next 25-year capital planning cycle. The rates will likely not be reduced once the initial project is paid for.

Priorities for Federal House Appropriations – Fiscal Year 2027

Administrator Broyles stated that the presentation by Bolton and Menk gave a great background for the appropriations. The City of Brainerd and City of Baxter will both be submitting the Wastewater Treatment Facility project to Congressman Stauber's office for priority funding. Bolton and Menk will prepare the funding proposal for no additional cost.

Member Yeager asked Mr. Salo about preparing applications for other communities for the same appropriations funding.

Mr. Salo stated that there is minimal effort as a lot of the data is already produced. He also stated that his focus is on the request for the City of Brainerd.

Chair O'Day stated that he has spoken personally with Mr. Stauber about this project.

Public Utilities Director Sandy stated that they will be monitoring Senators Smith and Klobuchar's portals as well.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO AUTHORIZE SUBMISSION OF A COMMUNITY PROJECT FUNDING REQUEST TO CONGRESSMAN STAUBER'S OFFICE FOR THE PHASE 1 WWTF IMPROVEMENTS. THE REQUEST WOULD INCLUDE FUNDING FOR PRETREATMENT UPGRADES, BIOSOLIDS PROCESS IMPROVEMENTS, AND ANCILLARY FACILITY ENHANCEMENTS, WITH A TOTAL REQUESTED AMOUNT OF $10 MILLION.

Staff Reports

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

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

Administrator Broyles stated that the Charter Commission meeting is on February 19th at 5:00 p.m.

Mayor Badeaux

Mayor Badeaux stated that the St. Patrick's Day Parade will take place in downtown Brainerd on March 14th. There will be a treasure hunt for the medallion.

Council Member Reports

Member Yeager stated that the Airport Director will be starting on Monday, February 23rd. The morning flights begin on March 8th, you can start booking them now.

Member Bevans will be attending the Charter Commission meeting. He attended the special Library meeting regarding the grant that was received in 2025.

Member Erickson will be attending the Planning Commission meeting and Region 5 meeting.

Member Johnson stated that Peewee B1 Hockey team has won the district. It is a generational event that deserves media attention. He asked everyone to keep the team in their prayers as they advance on.

Chair O'Day stated that the Brainerd Kixters placed 1st in Kick and for the first time ever Jazz. He thanked everyone for their meeting participation. These meetings are the kind that we lose sleep over. He apologized to staff for the additional work to slow the process down for understanding the annexation.

Adjourn

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

The Chair adjourned the meeting at 9:50 p.m.

Nicholas W. Broyles
City Administrator

RECREATION REPORT

- All hockey & figure skates were sharpened with the Sparx Machine
- 200 people in attendance for Ice Skate Party
- Adult Pond Hockey- regular season complete. Playoffs next.
- Youth Pond Hockey
- Warming house updates/closings/scheduling attendants
- Smooch a Pooch Dog Booth at Buster Dog Park was set out from Feb 10-17th
- Job Postings: Umpires, Concession Workers, Weekend Field Maintenance, and Parks & Recreation Intern
- Softball Registration Opens for Returning Teams Begins: Feb 23rd
- Prepare for Easter Egg Hunt & Dog Ball Hunt scheduled for April 4th. Prepare for Early Bird Men's Softball Tournament scheduled for April 25th

PARKS MAINTENACE REPORT

- Fixing hand dryers at Memorial Park
- Flooding and clearing rinks
- Microwave to Gregory for Warming House Attendant
- Remove garbage from downtown and replace Mutt Mitts
- Clearing snow and ice from downtown
- Replacing vandalized hand dryer at Bane
- Garbage runs and restroom maintenance
- Clearing sidewalks and trails
- Attending required safety meetings/trainings
- Hung temporary hand towel dispenser at Bane
- Put in new hand dryer
- Working on batting cage frames
- Prepping wood splitter
- Replaced motor on edge ice trimmer

- Washed and detailed all trucks and trailers
- Helped with Valentines party prep
- Smooch a pooch booth set up and teardown
- Stored wreaths
- Cleaned out cold storage
- Cleaned out sweat lodge (City Hall storage)
- Moved all hockey equipment
- Cleared out Annex

STREETS & SEWER REPORT

- Scrape and sand streets and parking lots as needed.
- Fill potholes
- Remove trees from Sanitary sewer main (Near Evergreen boat landing)
- Remove trees for upcoming construction season
- Place signage near frost heaves
- Place FFA signage at Brainerd entrances.
- Clean up PW yard
- Repair engine oil leak on skid steer

TRANSIT REPORT

Regulatory Compliance & Required Reporting

• Completed National RTAP ADA & Sensitivity Training to support safe, accessible service and ADA compliance.

• Completed and submitted the 2025 FTA Drug and Alcohol Testing Management Information System (DAMIS) report for Calendar Year 2025.
• Completed and submitted the annual Vehicle Statistics Report in accordance with 2026 Transit Operating Grant Agreement reporting requirements.
• Completed the IDC audit Office of Audit Checklist: Grant Pre-Award and Indirect Cost Rate submission for 2026.

Fleet & Capital Planning

• The first new replacement transit van has been ordered as part of ongoing fleet planning efforts.
• The order is pending MnDOT approval, after which authorization will be sent to the vendor to begin the vehicle build.

- *This purchase aligns with the City's approved transit capital and asset management plan and is funded through state and federal transit grant programs.*

Service Performance & Technology

• 97% on-time performance for January 2026, exceeding the MnDOT target of 90%.

• Spare scheduling software continues to optimize scheduling, improve efficiency, and increase accessibility.

• January 2026 marked an all-time high in mobile app usage, with 26% of trips booked through the app, supporting greater rider independence.

• 99% positive rider feedback submitted through the mobile app.

Ridership & Service Demand

• January 2026 total ridership was 3,480 trips, with 76% occurring within Brainerd.
• Passengers per operating day increased to 166 in January 2026, compared to 162 in January 2025; total ridership was slightly lower due to one fewer operating day.
• January 2026 ridership was 13% higher than January 2023, representing an average annual growth of approximately 6% per year.
• 42 new rider profiles were created in January 2026.
• 43 riders took their first trip in January 2026.

• During the MnDOT annual 2025 checklist meeting, staff noted that this transit system was the only system in the region to experience ridership growth, while other regional systems reported declines.

Contractor Oversight

• Weekly operations meetings are held with Blue Sky Transit to review service performance, address operational issues, and ensure contract compliance.

• Following temporary staffing challenges, contractor staffing levels have stabilized, and preventive vehicle maintenance activities are current.

Community Engagement

• Distributed updated transit brochures to community partner organizations, including Lutheran Social Services and local women's shelter, to support rider awareness and access to services.

• Met with the Brainerd for All Ages Transportation Subgroup to discuss transportation barriers and connectivity.
• Coordinated with Tri-CAP – Tri-County Action Program to bring riders from Little Falls into the Brainerd/Baxter service area for connection to existing transit services.

• Participation in regional and statewide transit meetings, training, and planning efforts.

ENGINEERING REPORT

Southeast Brainerd Reconstruction Project

Bolton & Menk is continuing to prepare plan drawings. Staff recently reviewed and provided comments on the 60% plan set and should have plans complete around the end of March. Staff is sending letters out to affected property owners that PW Maintenance staff will be performing some tree removals ahead of spring.

Beech/Oakridge Reconstruction Project

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

Wright/10th Reconstruction Project

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

TH 371B/Willow Roundabout Project

Work on this project is generally complete, and the intersection re-opened to traffic. The contract will be held over winter until final turf establishment is achieved in spring 2026.

Hawkins-Ronald-Joseph Resurfacing Project

The contractor has completed the replacement of the hydrants and resurfacing on Hawkins Drive. isolated curb and gutter segments for drainage issues. At this time, with the end of season and necessary gas line relocations, it is expected that the Joseph/Ronald/alley portion of the project will occur in Spring 2026.

TH 210/Washington Street Reconstruction Project

MnDOT open bids and is currently working on award of the contract. Low bidder for the project was RL Larson. Project is anticipated to begin in Spring 2026.

Annex Repairs Project

Electrical repairs have been completed. 2nd floor subfloor was found to have asbestos tile present and HyTec is working with MPCA to address this for the subfloor repairs. Fire alarm system is currently being completed. Once windows are in, those are planned for replacement as well.

Library Exterior and Mechanical Repairs Project

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

Police Department Exterior Repairs Project (2024)

The contractor is complete with window and door replacement. Once all punch list items are complete, staff will review for final acceptance and contract close out.

Kuepers Development – Voyageur Heights

Staff has been reviewing and commenting on project plans for the Voyageur Heights development. Staff is recommending SEH for construction observation for the intended public facilities that would be constructed as part of the project.

Other Items

- Prepared and sent out Requests for Proposals/Bids for the following:
  - 2026 Chip Seal
  - 2026 CIPP Lining
  - 2026 Tree Plantings
  - Lions/Buffalo Hills Park ADA Sidewalk
  - 2026-2028 Contract Towing Services
  - 2026 Downtown Landscaping
  - Plan Design for 2027 Lum Park Shower Building
  - Voyageur Heights Construction Observation
- Coordination with event organizers and staff for Loonfest events
- Prepared information for Riverside Drive Orderly Annexation
- Reviewing pay quantity requests from Landwehr for 2025 construction projects
- Prepared and reviewed Stormwater Mgmt Agreement for Voyageur Heights
- Reviewed Consultant Engineering pool RFP

March 2, 2026

HR DIRECTOR REPORT

In this report:

- Charter Work Group
- Performance Evaluations
- Personnel
- Wellness Committee

Charter Work Group

Following the January 21 joint Charter Commission and Public Utilities Commission meeting, staff received recommended updates from both the Charter Commission and Public Utilities Commission, which were incorporated into the document. After these updates were made, staff scheduled the next meeting for February 19, 2026, to review the revisions and discuss next steps. The Charter Commission made a motion to provide the updates to the City Council at the next Council meeting. We appreciate the dedication and collaborative efforts of all members as we work towards improving our Charter and organizational structure.

Performance Evaluations

On December 26, 2025, City Administrator Broyles sent out the annual Performance Evaluation email with instructions for completion. Supervisors and Department Heads should now be reviewing employee comments and completing their portion of the review process. The Calibration Session is scheduled for March 2, 2026. All signed 2025 reviews must be submitted to the HR Department for filing no later than April 3, 2026.

Personnel

New Hires/Promotions for City/HRA/Airport:
Wyatt Andres - Community Service Officer (02/11)
Jennifer Roach - Airport Manager (02/23)

Farewell to:
Jude Gregersen - Community Service Officer (2/5)

Current Job Opportunities:
Water Serviceworker - Accepting applications through March 11th.

HRA Operations Administrative Specialist - Conditional has been offered and candidate is going through pre-employment process.

Engineering Intern - Open until filled.

Parks and Recreation Intern - Open until filled.

Concession Worker - Open until filled.

Umpire - Adult Softball - Open until filled.

Weekend Ball Field Maintenance - 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 organized a team to compete in the annual *reThink Your Drink Challenge* conducted by Crow Wing Energize. The challenge will conclude at the end of February and results will be provided in next months report.

For the month of March, we are planning to host a Lunch N Learn focused on tick awareness and prevention. This session was offered last year and received excellent feedback, so we are excited to provide it again. Additional details will be shared soon.

Brainerd Fire Department Monthly Report

February 2026

February saw a steady, average call volume consistent with seasonal expectations. While the numbers remained stable, we had a high-profile locomotive fire early in the month.

The month began with a unique and complex incident involving a westbound train. The fire department was dispatched to a reported locomotive fire on the tracks. Our firefighters successfully suppressed the fire and coordinated with the railroad to ensure the scene was safe. No injuries were reported, and the incident highlighted the importance of our specialized fire training.

The Station Renovation Project remains a top organizational priority. Throughout February, the department focused on:

- Continued pre-work and planning phases with contractors.
- Finalizing logistical adjustments to ensure zero service interruptions during the upcoming construction.
- Ongoing site assessments to optimize the workflow of the future facility.

Training in February focused on core competencies and mandatory safety compliance to ensure our firefighters are operating at peak efficiency. EMS training for patient movement techniques and medical equipment familiarization, SCBA confidence and RIT (Rapid Intervention Team) training, and all firefighters completed their annual mandatory physical and SCBA mask fit testing.

Brainerd Fire Department Monthly Report

February 2026

Chief Holmes had the honor of reconnecting with retired Brainerd Fire Chief Ron Johnson. Chief Johnson was the first Chief Holmes worked for when he began his fire service journey in 1995, making for a meaningful full-circle moment for the department's leadership.

The month concluded with several firefighters and their spouses attending the Firefighter's Ball at the Northern Pacific Center. It was a successful night of fellowship that fostered renewed pride in the profession.

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	as of 2/25/2026
Type of NFIRS Incident (National Fire Incident Reporting System)	**Coverage Area Total Incidents (Includes City of Brainerd)**
Fire	4
Rescue & Emergency Medical Service	1
Hazardous Condition	4
Service Calls	6
Good Intent Call	9
Alarm Activation	8
TOTAL	32
Type of NFIRS Incident (National Fire Incident Reporting System)	**City of Brainerd Total Incidents**
Fire	1
Rescue & Emergency Medical Service	1
Hazardous Condition	4
Service Calls	3
Good Intent Call	5
Alarm Activation	3
TOTAL	17

Brainerd Fire Department Monthly Report

February 2026

INSPECTIONS	
Fire Alarm	25
Fire Pump	1
Hood Suppression	18
Commercial Kitchen Exhaust	11
Special Suppression	1
Pain/Spray Booth Suppression	1
Sprinkler System	20

CROW WING COUNTY ALERT

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

How Does It Work?

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

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

Reminder that February is Heart Month, and we want to encourage everyone to learn CPR and download the PulsePoint app.

Memo

To: Brainerd City Council

From: Fire Chief Holmes

cc: File

Date: 2/24/2026

Re: Review of fire contracts

Following a directive to review our existing fire service agreements, Chief Holmes conducted an outreach to nearly 30 regional departments to scale our current practices. The goal was to identify industry standards and ensure Brainerd's contracts remain competitive and sustainable.

Of the 30 departments contacted, 15 provided copies of their current contracts. The data revealed several significant trends:

- Lack of Uniformity: There is no single "industry standard" for fire service contracts. Methods of service delivery and billing vary significantly across the region.
- Model Consistency: Approximately 25% of respondents utilize the League of Minnesota Cities (LMC)/ Minnesota Association of Townships (MAT) model contract. Our current Brainerd Fire contract is already closely aligned with this model.
- Termination Clauses: Most departments favor flexibility, with the majority of contracts including an opt-out period of one year or less.
    - Our review found a wide variety of “Out-clauses” and renewal terms designed to balance stability with flexibility.
        - Range from 1-year terms to multi-year agreements. Several utilize an auto-renewing language to prevent service gaps.
            - Bemidji Fire Department uses a 2-year contract that auto-renews for two additional 2-year periods.
            - Common “out-clauses” include 60-day, 90-day or 365 day written notice and/ or a mutual agreement to terminate.

- Administrative Fees: Only two of the responding departments currently include a specific administrative fee in their contracts, suggesting this is not a widespread practice in our immediate area.
- Finance Director Hillman conducted a side-by-side analysis of the provided contracts against Brainerd's current contract structure. This comparison validated the fact that our billing and service delivery methods are competitive within the region and maintain the department's long-term fiscal health.

- Data Gaps:
    - Stand-alone Departments: Several contacted departments do not have contracts with other townships or municipalities, as they serve only their own jurisdiction.
    - Incomparable Data: We were unable to include a few departments in the final comparison due to a lack of available data or non-traditional service structures that do not align with our current model.

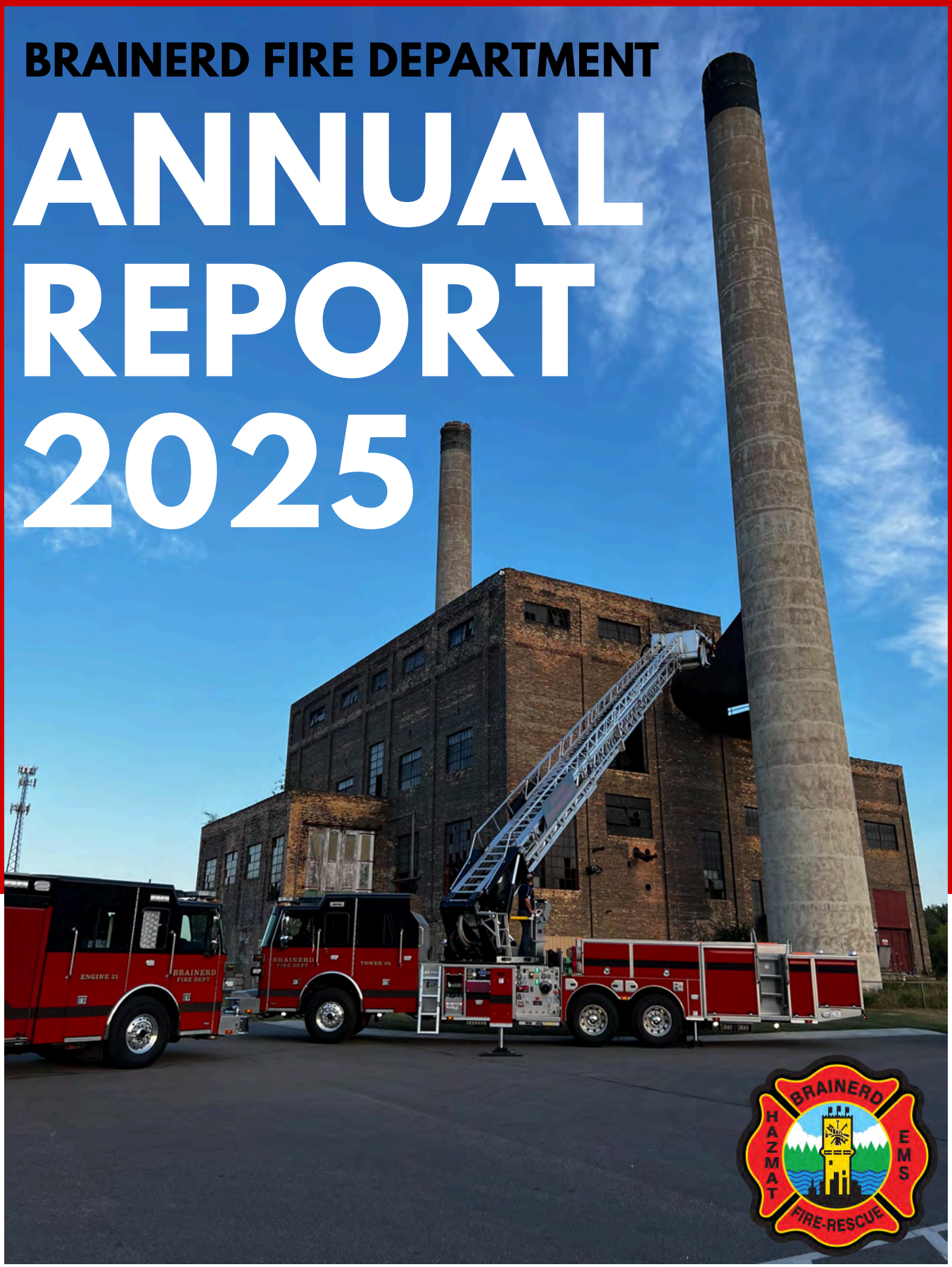
The review confirms that the Brainerd Fire Department's current contractual structure is fundamentally sound and aligns with the most reputable templates available (LMC/ MAT).

Summary of Fire Contract Analysis

	Brainerd's Cost	Service Area	Factors to Allocate Costs
Brainerd Fire Department (2026 Assessment)	$609,438	$820,492	5 year average runs (30% weight); Population (30% weight); Value of buildings (30% weight); Value of tax exempt buildings (10% weight)
Minnesota Associations of Townships & LMC (Model Policy)	$599,128	$830,802	3 year average of runs, Taxable and nontaxable structures; Population (Factors are not weighted)
% Difference from Brainerd's Current Calculation	-1.69%	1.26%	
Little Falls Fire Department	$591,648	$838,282	5 year average number of Runs; Population; Total market value including exempt property. (Factors not weighted)
% Difference from Brainerd's Current Calculation	*-2.92%*	*2.17%*	
Bemidji Fire Department	$562,096	$867,834	5 year average number of Runs; Population; Building values. (Factors not weighted)
% Difference from Brainerd's Current Calculation	*-7.77%*	*5.77%*	
Albertville & Excelsior Fire Departments	$324,285	$1,105,645	Tax Capacity
% Difference from Brainerd's Current Calculation	*-46.79%*	*34.75%*	
Callaway-Richwood Fire Department	$413,584	$1,016,346	100% of Buildings (taxable and exempt assumed); 50% of land value (very small budget)
% Difference from Brainerd's Current Calculation	*-32.14%*	*23.87%*	
Aikin Fire Department	Not able to compare		Point System
Crosslake Fire Department	Not able to compare		Flat fee (3.5% of Tax capacity; Plus $350 for 1st Hour; $300 per hour thereafter; $100 per gallon of foam used
Red Wing Fire Department	Not able to compare		Flat fee - agreement didn't show how calculated
Town of Superior Fire Department	Not able to compare		Flat fee - agreement didn't show how calculated
Ulen Fire Service (Detroit Lakes)	Not able to compare		Hourly rate, foam, flat fee to relief association. Expenses split 35/65. Split and cost not shown in calculation
Staples Fire Department	Not able to compare		5 year call percentage; 5 year market value percentage and pollution. Bill the lesser of 5% increase in charges from preceding year or the total tax capacity times the annual budget
Owatonna Fire Department	Moving to MAT Model		Moving to MN Assoc of Townships model
Austin Fire Department	LMC Model		Use LMC Model
Moorhead Fire Department	Not able to compare		No contracts - Only cover City of Moorhead

BRAINERD FIRE DEPARTMENT

ANNUAL REPORT 2025



MESSAGE FROM FIRE CHIEF TIM HOLMES

2025 was another busy year for our department. We responded to nearly 750 calls for service, our highest call volume on record.

This year we also celebrated the retirements of Firefighters Dennis Howard, LaWayne Mann, and Cory Zeien, who each joined Brainerd Fire in 2005.

Firefighter training remains a top priority, and our commitment demonstrates solid dedication to delivering the highest quality of service. Our firefighters' commitment to learning and growth ensures that we are always prepared to meet the community's needs.

As we look ahead to 2026, we remain focused on planning for the future and serving our communities with excellence.

It is an honor to serve the citizens of all the communities we serve. On behalf of the men and women of the Brainerd Fire Department, I am happy to present you with our 2025 Annual Report.

Tim Holmes

FIRE CHIEF

TABLE OF CONTENTS

Highlights | 01
Leadership | 02
Firefighters | 03
Fire Safety Education | 04
Fire Safety Open House | 05
Activities | 06
Emergency Response | 07
Emergency Response by City/Township | 09
Training | 10
Fire Inspections | 11
Apparatus | 12
History | 13
Emergency Management | 14

HIGHLIGHTS

Retirements

DENNIS HOWARD
20 YEARS

LAWAYNE MANN
20 YEARS

CORY ZEIEN
20 YEARS

Firefighter of the Year

RICK LEE

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.

LEADERSHIP

CHIEFS

TIM HOLMES | FIRE CHIEF | 10 YEARS

DAVE COX | FIRE MARSHAL/DEPUTY CHIEF
9 YEARS/27 YEARS

BATTALION CHIEFS

JEFF SCHELLIN | 23 YEARS

MATT HOLMSTROM | 18 YEARS

CAPTAINS

DAVE READ
SQ 1 CAPTAIN
17 YEARS

RAHN FINDLAY
SQ 2 CAPTAIN
12 YEARS

PAUL ROSIER
SQ 3 CAPTAIN
7 YEARS

JOE ENGE
SQ 4 CAPTAIN
17 YEARS

JAMES NORWOOD
SQ 5 CAPTAIN
12 YEARS

FIREFIGHTERS

Jay Bautch
19 YEARS

Joel Jacobson
17 YEARS

Sam Marohn
16 YEARS

Greg Amundson
14 YEARS

Chris Groenwold
14 YEARS

Jonathan LeMieur
14 YEARS

Brian Kargel
12 YEARS

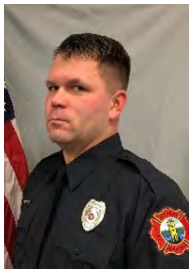
Erik Flowers
9 YEARS

Nick Haglin
9 YEARS

Steve Isle
9 YEARS

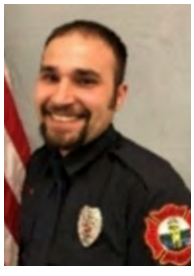
Katie Grimsby
7 YEARS

Chris Wallace
7 YEARS



Clint Headley
7 YEARS

Erik Hidalgo
6 YEARS



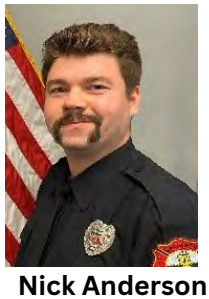
Robert Kramer
6 YEARS

Drew Beeson
5 YEARS

Randy Kalis
5 YEARS

Rick Lee
5 YEARS

Henry Praska
5 YEARS



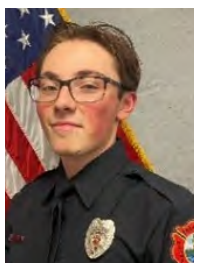
Nick Anderson
3 YEARS

Isaac High
3 YEARS

Anthony Moberg
3 YEARS

Tyler Ogren
3 YEARS

Lee Anderson
3 YEARS



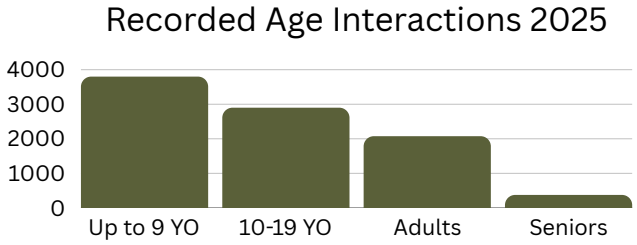
Jackson Holmes
3 YEARS

2025 New Hires
Jason Dann
Isaiah Macejkovic
Patrick Nelson
Nathan Sievert

FIRE SAFETY EDUCATION

The Fire Safety Education program reaches children and adults in the coverage area through station tours, family daycares, child care centers, youth groups, elementary schools and various community organizations. More than 100 people were provided with fire extinguisher training.

A Smoke and Carbon Monoxide Alarm program was implemented in 2022 focusing on the elderly and those unable to service their own alarms. Fire crews visited nearly 70 homes checking smoke alarms and carbon monoxide alarms. Almost 80% of the homes had faulty or expired alarms; nine homes had no carbon monoxide alarm and one did not have a smoke alarm. Education on alarm maintenance and lifespan was provided to residents.



FIRE SAFETY OPEN HOUSE

Brainerd Fire Department held its Fire Safety Open House in October.
The fire prevention theme was ‘Charge into Fire Safety’.

ACTIVITIES

Firefighters attended numerous community activities throughout the year, including the National Night Out and Night to Unite events in Brainerd and Baxter, 9/11 Memorial Ceremony and Stair Climb and the Brainerd American Legion Thanksgiving Meal Delivery.

Brainerd Fire and Police Departments took part in the second annual FD vs PD softball game this summer, and members also assisted in putting on the second annual Women's Fire Expo in Crosslake this spring. Brainerd Fire once again participated in the CLC Career Exploration Day, where over 2,000 students had the opportunity to learn about various career paths, including fire service.

EMERGENCY RESPONSE

Brainerd Fire Department has a coverage area of 260 square miles, with a population of over 33,000 permanent residents. This coverage area includes the City of Brainerd, the City of Baxter, and townships: Crow Wing, Long Lake, Nokay Lake, Oak Lawn, St. Mathias and Unorganized / 1st Assessment.

A Fire Advisory Board, consisting of representatives from every city and township in the coverage area meets quarterly for department updates. Brainerd Fire Department has mutual aid agreements with 49 regional fire departments which protect 4,000 square miles. The Department is an active member of the Cuyuna Range Fire Chiefs and Firefighters Association.

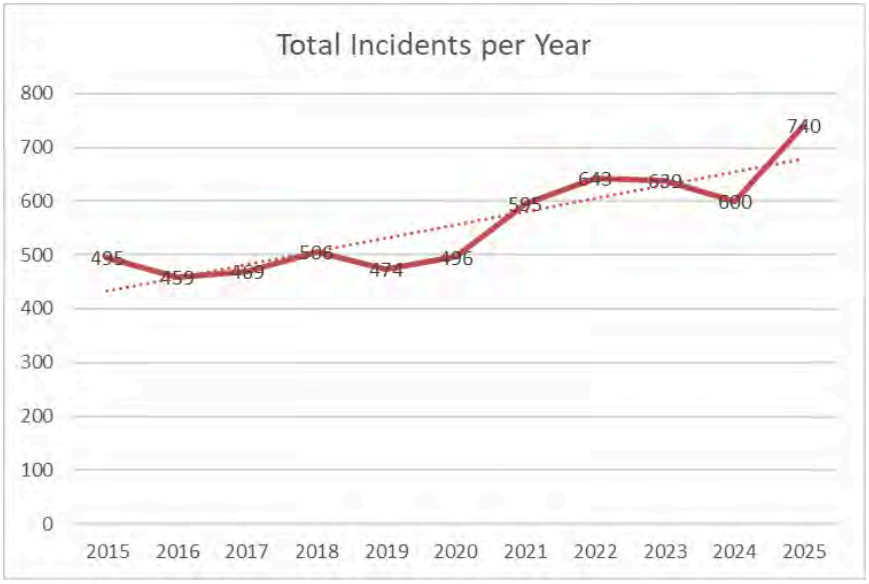
EMERGENCY RESPONSE

Critical Infrastructure Includes:

- Regional medical centers
- Government buildings
- Regional airport
- Public and private schools
- Community college
- MN DNR tanker base station
- Burlington Northern Railroad
- Four major state highways

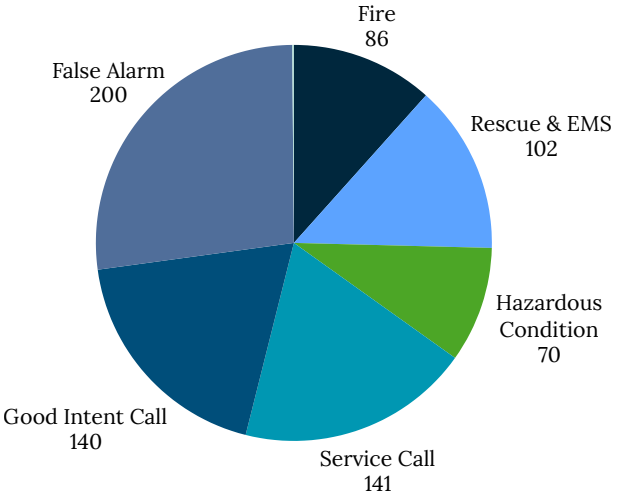
Multi-story structures include:

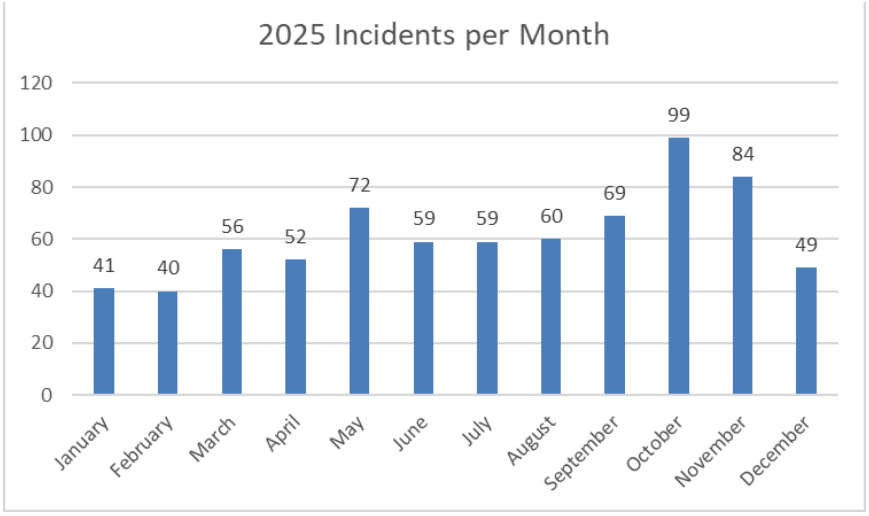
- Twelve-story apartment building
- Nursing homes
- Buildings listed on the National Register of Historic Buildings
- Water parks
- Hotels



2025 was our busiest year on record with **740 calls for service**

Coverage Area - 740 Total Calls

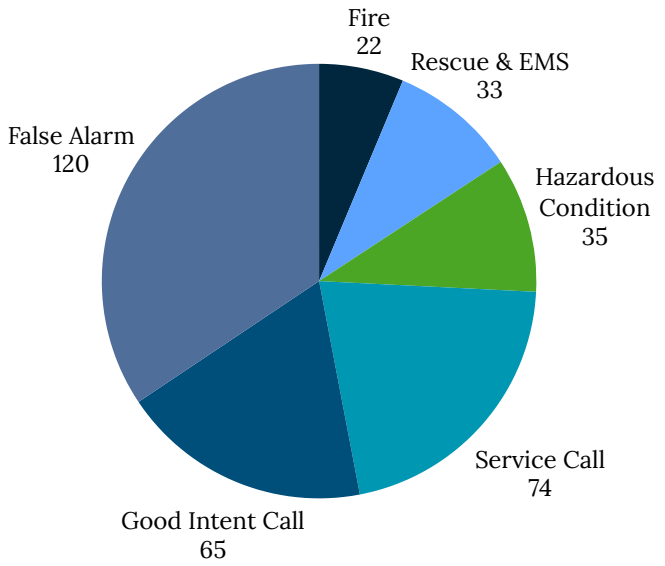




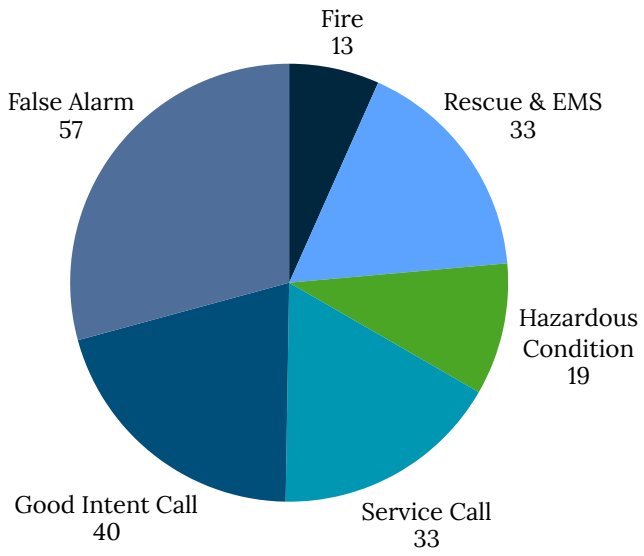
EMERGENCY RESPONSE

BY CITY/TOWNSHIP

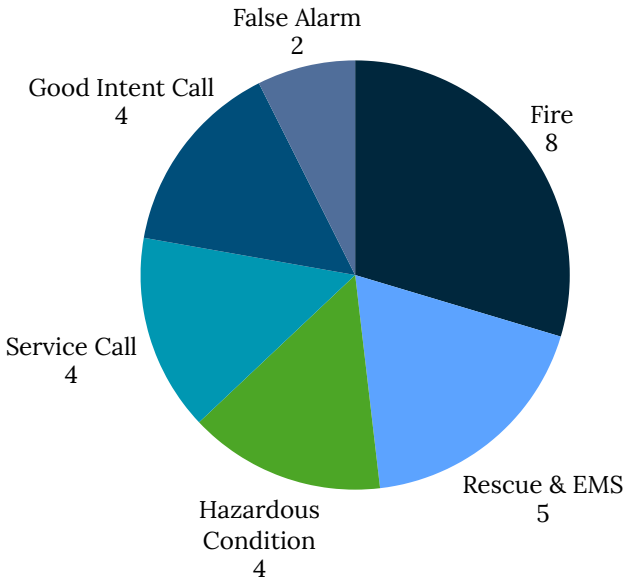
Brainerd - 349 Total Calls



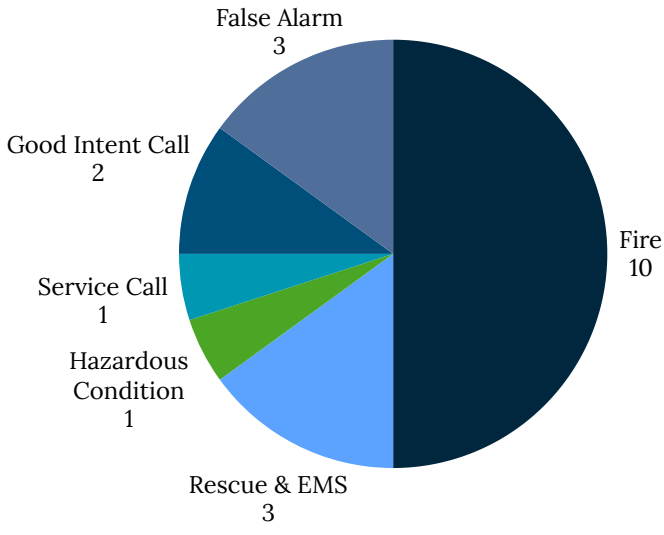
Baxter - 195 Total Calls



Crow Wing - 27 Total Calls



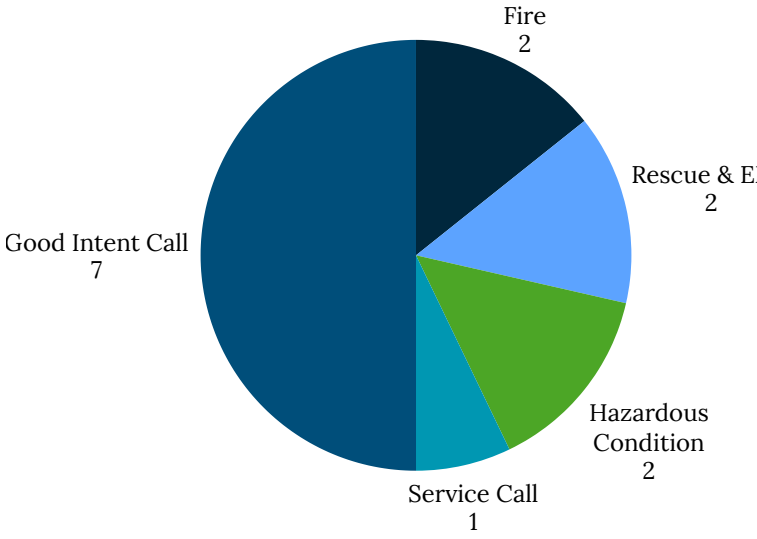
Long Lake - 20 Total Calls



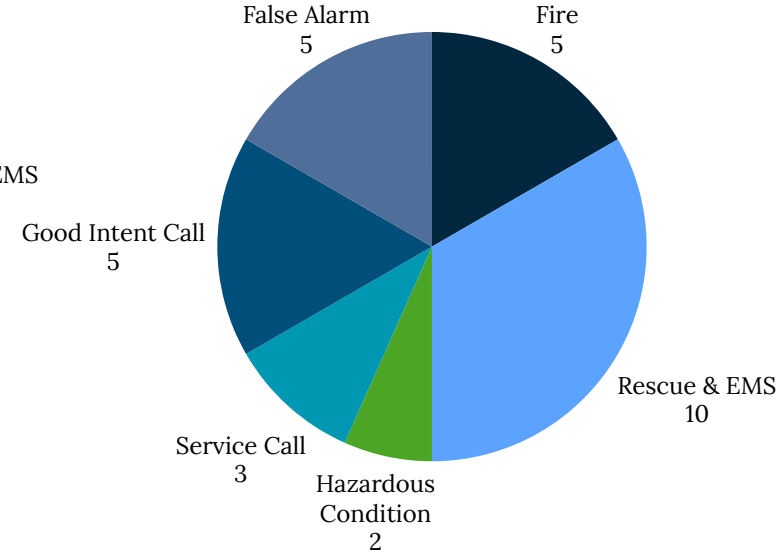
EMERGENCY RESPONSE

BY CITY/TOWNSHIP

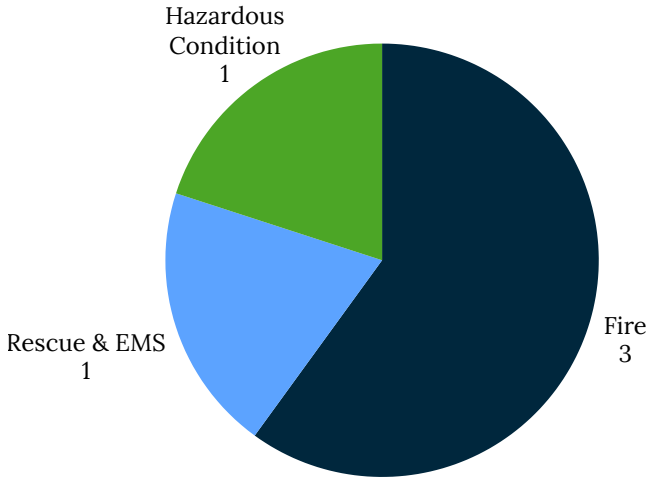
Nokay Lake - 14 Total Calls



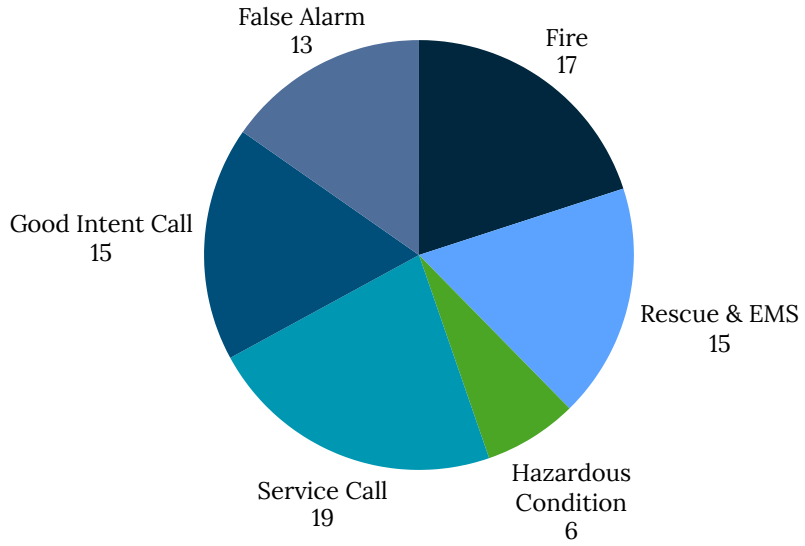
Oak Lawn - 30 Total Calls



St. Mathias - 5 Total Calls



Unorganized - 85 Total Calls



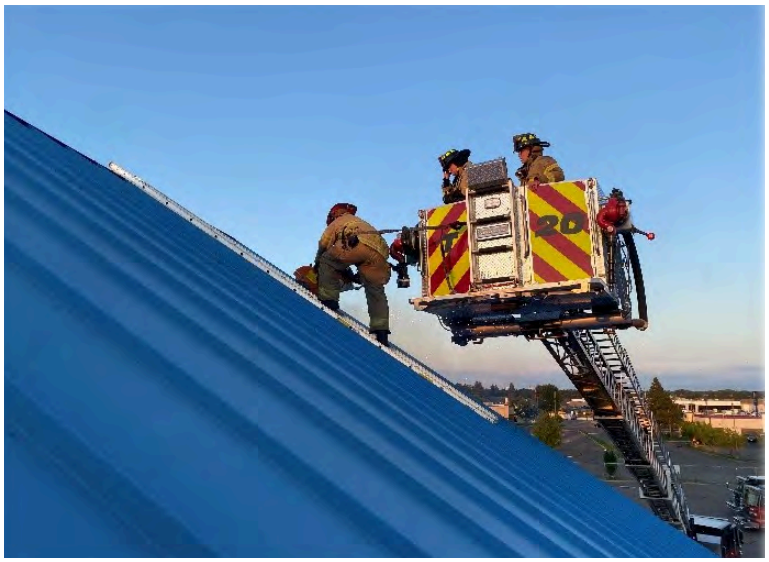
TRAINING

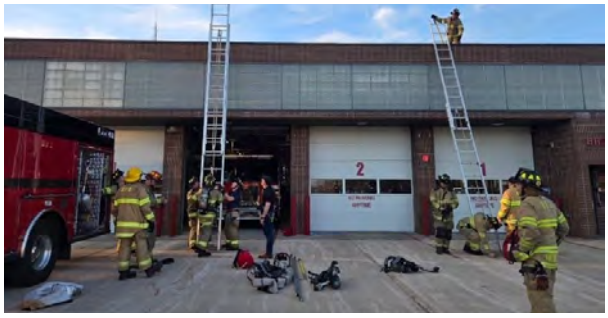
Training is an essential component to providing effective firefighting services. Brainerd Firefighters fill many different roles to protect the community. Firefighters are all certified Firefighter I and II and train in various topics, including Medical Response, Auto Extrication, Rescue, Fire Control and Suppression, Hazardous Materials, OSHA, Incident Command System, Pumping, Fitness, Tactical Operations, Aircraft Rescue Fire Fighting, Truck Operations, Emergency Driving, SCBA, Ladders, Ventilation and Confined Space.

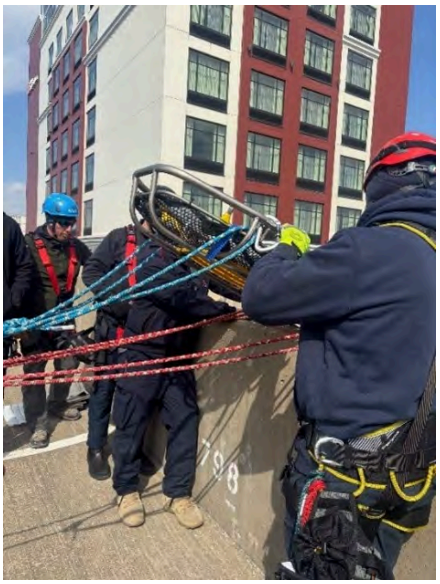
Certification training and refresher training is conducted annually. Firefighters, Captains, and Battalion Chiefs all have minimum training requirements for their positions.

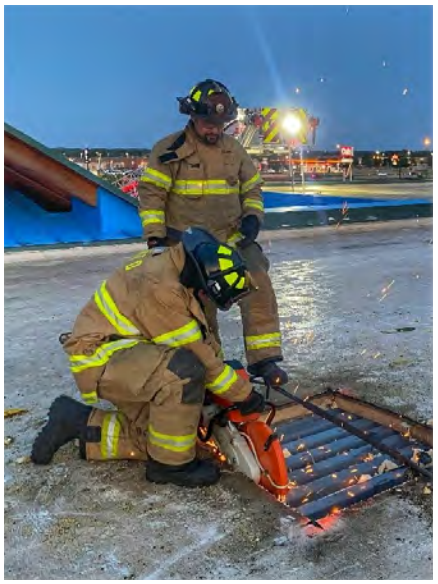
Many of Our Firefighters are Certified in Additional Areas

26 - Aircraft Rescue Fire Fighting
1 - Emergency Paramedic
17 - Emergency Medical Technician
23 - Emergency Medical Responder
26 - Fire Apparatus Operator
10 - Fire Inspector
25 - Fire Instructor
2 - Fire Investigator
24 - Fire Officer
22 - Hazardous Materials
3 - Youth Fire Prevention Intervention









FIRE INSPECTIONS

Fire inspections ensure all development projects meet the applicable life safety codes. We strive to keep the community safe through plan review and operational permits. Annual inspections are conducted for license requirement within the coverage area. These include family childcare and foster care, liquor establishments, filling stations, second-hand good establishments and pawnbrokers, second-hand automobiles, and tobacco sale establishments.

2025 Inspections Completed

Commercial Kitchen Exhaust Cleaning	**143**
Construction and Plan Review	**9**
Family Day Care / Foster Care	**12**
Filling Station	**5**
Fire Alarm Permit and Testing	**331**
Fire Safety	**8**
Fire Pump	**30**
Food Truck	**4**
Hood Suppression and Installation	**225**
Knox Box Installation	**23**
Licensing / Permits	**17**
Liquor / Tobacco	**36**
Paint / Spray Booth Suppression	**3**
Private Hydrant	**3**
Rental	**10**
Special Suppression	**17**
Sprinkler Annual and Review	**286**
Tier II Reports	**19**
5 Year Sprinkler	**60**
Miscellaneous Inspections	**29**
TOTAL	***1270***

Inspection/Permit Required Items

Along with the above mentioned items, the following also require inspections:

-Fire suppression systems
-Exhibition and trade shows
-Fairs and temporary membrane events
-Fireworks displays
-Sale of consumer fireworks
-Above ground/underground tank permits
***Knox boxes are also monitored by the Brainerd Fire Marshal**

APPARATUS

Engine 21

Engine 23

Engine 3

Tender 1

Tender 25

Tower 20

Zodiac

UTV

Squad 1

Fire Chief

Deputy Chief/Fire Marshal

HISTORY

February 13, 1872 - Brainerd Fire Department was organized in Askews Billiard Hall
37 men paid $1 each to belong
Only water sources in town were three town wells

1885 - Two-story frame fire station constructed at the north end of South Fifth St

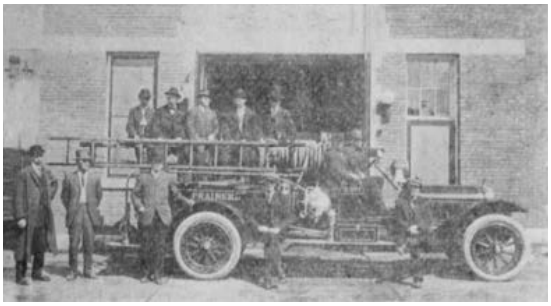
Early 1890s - Team of iron grey horse was purchased
Equipment was arranged so at the sound of the alarm, the team would come out of the stall, be harnessed and hitched to the wagon in less than a minute
Horses were used for 20 years

1914 - New fire station constructed on Fifth St next to City Hall

1915 - New fire truck purchased

1982 - Current fire station constructed at 23 Laurel St

2004 - Substation constructed at 1301 Mill Ave
Training room addition to Brainerd Fire Station 1



EMERGENCY MANAGEMENT

Emergency Management is an important part of public safety in the City of Brainerd. Fire Chief Holmes is the Emergency Management Director for the City of Brainerd and has built a positive working relationship with Crow Wing County Emergency Management. Chief Holmes is an active member of the Minnesota Type 3 All Hazard Incident Management Team.

The City of Brainerd participates in Crow Wing County ALERT. Crow Wing County ALERT is a mass notification system through Everbridge to inform our residents of immediate emergency alerts and optional community information.

PulsePoint

Brainerd Fire Department was the leader in bringing PulsePoint to Crow Wing County. This project has been fully funded by donations from businesses and community groups in the Brainerd Lakes area.

PulsePoint is a mobile app that empowers everyday citizens to assist someone suffering from a suddent cardiac arrest, and possibly save someone's life. PulsePoint also identifies AEDs in the community so they can be accessed in the event of a cardiac emergency.

Subject	Start Date	Department	Notes	Status	% Complete	Due Date	Date Completed
Kuepers Development	9/17/2025	Community Dev	12/1 - City Council reviewed EAW and held public meeting 12/15 - City Council to review EAW findings and will make declaration 12/17 - Planning Commission recommended approval of the preliminary plat and PUD 2/2/26 - City Council rezoned the parcels, approved final plat, and PUD. 2/17/26 - City Council approved Stormwater Management Maintenance Agreement 2/20/26 - Developer purchased property Developer submitted building permit. Staff is currently reviewing final construction documents	In Progress	75%	2/28/2026	
Shoreland Ordinance		Community Dev	9/17 - Planning Commission to review preliminary language 10/15 - Planning Commission reviewed language and directed staff to work with the DNR on four outstanding items. Staff is currently negotiating with the DNR for smaller lot sizes, widths, and increased impervious surface amounts in the Shoreland District. Staff is currently analyzing lot sizes, lot widths, and impervious surface amounts for existing parcels in the Shoreland District. 1/21 - Planning Commission will perform final review of shoreland ordinance and negotiated items. 2/18/26 - Staff meeting with DNR to perform final review of shoreland ordinance 2/20/26 - Staff submitted ordinance to MN DNR for final review 3/18/26 - Planning Commission to hold public hearing and consider shoreland ordinance	In Progress	75%	3/31/2026	

Annex Improvements	12/8/2025	Public Works	HyTec has started the rehabilitation work in the Annex. Electrical is mostly done. Floor tile (potentially asbestos) is being tested ahead of 2nd floor subfloor repairs. Fire alarm system and windows remain to be completed.	In Progress	10%	6/30/2026
BlockMetrix- Site Control		Community Dev	Purchase and Development Agreement- needs to be executed by BM Power Agreement- needs to be executed by BM Building Permits- have been applied for EDA will direct staff on next steps regarding the PDA at the June 5th meeting 6/6 - EDA took no action at the June 5th meeting 6/24 - Power Agreement is currently being reviewed by staff and will be reviewed by the PUC 7/2 - Power Agreement has been forwarded to Blockmetrix for review 7/30 - Staff set up a virtual meeting with Blockmetrix - Blockmetrix did not attend - stated that an issue came up 8/15 - Staff virtually met with Blockmetrix - Staff have not received a response 9/11 - Staff will virtually meet with Blockmetrix Staff is waiting on a response from Blockmetrix. 10/28 - BPU Commission considered redlined changes from Blockmetrix at the October meeting and recommended no changes. Blockmetrix stated without the redlined changes the project was not viable. 2/12/2026 - Staff met with the developer regarding development of the site.	In Progress	50%	

Stormwater Retention Pond- 1001 Anabec St- Bollig	Public Works	1/13/26: Tim, CC Engineer called Mike (PW Director) to discuss the drainage concerns on Bollig's property. If drainage study is requested by council, CC would be asked to assist with cost (30% per maintenance agreement), Tim plans to discuss with commissioner. 1/13/26: Mr. Bollig called to ask the size of Storm drain of SW 6th Street and Cora Street. Mike will research and respond by 1/20. 1/16/26: Mike sent Mr. Bollig the answer: a.SW 6th street -Various sizes: South of 701 SW 6th Street = 30 inches, Between 701 SW 6th Street and intersection with May Street = 24 inches, North of May Street = 15 inches b.Cora Street -Various sizes: West of SW 9th Street = 27 inches, Between SW 9th and SW 8th Streets = 18 inches, East of SW 8th Street = 12 inches 2/9: Contract for Stormwater Study awarded to HR Green. Contract has been revised and agreed upon. Work is expected to occur over the spring with presentation to CC in roughly May.	In Progress	25%	
SAHA Funds	Community Dev	1/20 - City Council authorized staff to advertise proposal for available SAHA funds 2/20 - Final submittal deadline to apply for SAHA funds 3/2 - City Council will determine distribution of SAHA funds	In Progress	50%	
Improvement 23-12 Beech	Public Works	Construction- 1st lift was completed for winter	In Progress	50%	11/1/2026
Improvement 17-12 Wright	Public Works	Construction- 1st lift was completed for the winter.	In Progress	50%	11/1/2026
Improvement 23-14 Hawkins	Public Works	Construction is complete on the Hawkins portion. The remainder of the construction on Ronald & Joseph will take place in 2026.	In Progress	50%	11/1/2026

Comprehensive Plan Update	12/17/2025	Community Dev	12/17 - Planning Commission recommended approval of the RFP for consulting services 1/5 - City Council authorized staff to send an RFP for consulting services. 1/7 - Staff sent RFP notice to the paper 2/6 - Staff received three proposal to update the comp plan 2/18 - Planning Commission will review the proposals and make a recommendation to City Council 3/2 - City Council will make a final determination based on the recommendation from Planning Commission	In Progress	25%	12/31/2026
Airport Resolution		Administration	12/8/2025 Council discussed the Airport at its special meeting 2/23/2026 Airport Manager starts in position	In Progress	25%	
Codification		Administration	Initial talks have taken place. Obtained a proposal from American Legal Publishing for Council's consideration at the 1/20 meeting. 1/20 Council approved the proposal from American Legal Publishing for codifications services up to $30,000 Staff is completing the necessary documentation submission	In Progress	20%	
805 Laurel		HRA	Developer is working on financing	Waiting	10%	
Riverside Drive Orderly Annexation		Community Dev	10/13 - City has completed the final document for the proposed orderly annexation agreement 10/30 - City staff met with the County to discuss the agreement 12/29 - Completed legal descriptions (in review) Staff plans to call for a public hearing at the 1/20 City Council meeting 2/17 - Public Hearing and CC consideration of Resolution to adopt Orderly Annexation Agreement with CWC. City Council directed staff to provide additional information based on questions from the public. 3/2 - City Council to review staff memo and consider joint resolution.	In Progress	60%	

Transit Business Model		Public Works	11/20/25: Public Works is waiting for more information from various department to finish the Business Model. 11/24/25: (staff meeting) - Financial numbers are complete. Take Aways: 1. Add following items to budget: OT, Training, Bus Storage and Drug Testing. 2. Develop Bus Driver schedule to determine OT hours. 3. Build model for Bus Drivers with no OT. 12/18/25: Staff met with HR to confirm the Job Descriptions. HR will review and finalize the descriptions and points; then forward points to Finance. 12/22/25: HR will post opening of part-time person. This person started 1/2/26.	In Progress	25%	
Transit- Baxter Fares		Public Works	11/25/25: Mike emailed Brad ridership numbers and PP presentation. 12/1/25: Nick emailed Brad if Baxter is willing to adjust their rates to match Brainerd's rates? 12/1/25: Brad responded: "The City of Baxter is currently reviewing the ridership and revenue/expense data to determine any adjustments to its rates. The City bases its rates on the revenues derived from the program/service and does not subsidize the cost of this service through the use of its levy or other city funds." 12/1/25: Brad asked for the financial numbers from 2024 & 2025. 12/3/25: Mike emailed Brad, numbers will be sent by 12/5 12/5/25: Mike emailed Brad financial numbers for 2024 and YTD 2025. 12/19/25: Brainerd is waiting a response from Baxter to present to Baxter Council Transit Rates.	In Progress	75%	
Charter Discussions		Administration	Staff has been meeting weekly since 11/10 regarding the City of Brainerd Charter 1/21- Charter Commission & PUC met in a joint meeting. Commissioners will continue to review the draft language and provide comments to staff by 1/29. Next meeting: February 19th at 5:00 pm	In Progress	15%	
2027 Budget	1/1/2026	Finance		Not Started	0%	12/31/2026
Network Integration	1/1/2026	Technology		In Progress	0%	12/31/2026
Pedestrian Bridge		Public Works	Staff is pursuing funding opportunities including State Bonding	Waiting	25%	

Water Reclamation and Backwash Project	Public Utilities	Staff continues to pursue outside funding opportunities for the Water Backwash and Reclaim Facility Improvements project, including State Bonding, and the project has secured $5 million in special appropriations to date. Earlier project bids were rejected at the November Utilities Commission and December City Council meetings due to cost concerns. Based on recommendations from Bolton & Menk, the City transitioned to a Construction Manager at Risk (CMAR) delivery method to allow for value engineering and development of a Guaranteed Maximum Price (GMP). Following a procurement process initiated in May and June, proposals were solicited, received, and reviewed, and the Utilities Commission awarded the CMAR contract to Rice Lake Construction Group at its September meeting with a preconstruction services fee of $8,500. In November, the Commission also approved Bolton & Menk's professional services agreement for design, CMAR coordination, and construction engineering and administration in a not-to-exceed amount of $450,700. The project team held pricing and value engineering meetings in December 2025 and January 2026, with a third review scheduled for early March. The GMP is anticipated to be presented to the Utilities Commission in March, after which subcontractor prequalification and onboarding will begin and construction contracts will be brought forward for Commission consideration. The team continues refining plans, reviewing costs, and coordinating project elements to advance the project toward final pricing and construction readiness.	Waiting	25%

Hydrodam	Public Utilities	Barr Engineering and City staff continue coordination related to procurement of a replacement generator for the hydro facility. Barr Engineering has recently confirmed through multiple suppliers that the previously considered submersible generator units are no longer in production or have been paused. This turbine type had been anticipated as the most economical option for the utility. Barr continues to evaluate alternative generation options for the hydro facility. Current analysis is focused on both equipment feasibility and the potential civil improvements required to install replacement units, as site modifications may significantly influence total project cost. One concept now under consideration is a stream diver generator installed vertically within the pit or tailrace area. Cost estimates have not yet been finalized as Barr continues evaluating installation requirements and associated expenses. A site visit was held on November 25 with area legislative representatives to review the facility, discuss project needs, and provide context on funding and infrastructure considerations.	Waiting	25%
Fire Station #1 Renovation	Fire	12/12/2025 Heard back from Danielson and county is in agreeance to let BFD temporarily utilize the storage shed at no charge. Will work through insurance and agreement with county. 12/15/2025 Continuing to work with Widseth on design. 1/5/2026 From BPU, no current programs or rebates for solar for this project. 1/6/2026 Meetings with Widseth, Door hardware/ access and initial demo planning. IT included in door and access meeting. 1/26/2026 Interviewed two firms to select a General Contractor for the fire station renovation. 2/2/2026 City Council approved Design/Construction Services with Widseth and Nor-son Constructions as GC. 2/11/2026 Kickoff meeting with Widseth and Nor-son Construction 2/23/2026 Continue with weekly meetings finalizing design as we work towards final construction documents.	In Progress	10%

Sale of Industrial Properties	Community Dev	6/5 - River Birch Investments submitted a letter of intent to purchase three industrial park lots at $1 per acre EDA was in favor of the project and directed staff to begin negotiations on a purchase and development agreement 6/16 - City Council directed staff to begin negotiations on a purchase and development agreement and were generally in favor of the project 7/21 - City Council passed ordinance to allow clinics in the industrial district 9/4 - EDA reviewed language and provided direction for a purchase and development agreement with River Birch Investments 2/17/26 - City Council to approved resolution conveying subject property to EDA 3/2/26 - City Council to consider resolution approving business subsidy 3/5/26 - EDA to hold public hearing and consider PDA and conveying property to developer	In Progress	50%

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

WWTF Facility Plan and Phase 1 Biosolids Improvements	Public Utilities	The Final Facility Plan for the Phase 1 Biosolids Improvements was presented to the Joint Wastewater Management Board on February 12, 2026, providing an overview of proposed facility upgrades, project scope, and anticipated benefits to the regional wastewater system. Subsequent presentations were conducted for the Brainerd and Baxter City Councils at their February 17, 2026 meetings to provide elected officials with detailed project information, answer questions regarding scope and cost, and gather feedback from both municipalities. Following these briefings, the Public Utilities Commission reviewed the Facility Plan, conducted a public hearing to solicit input from community members, and adopted a resolution formally approving the Facility Plan. The resolution also authorized staff to submit the finalized plan to the Minnesota Pollution Control Agency (MPCA) for certification, a critical step in securing regulatory approval and ensuring compliance with state wastewater management standards. Once the MPCA grants certification of the Facility Plan, preliminary design activities for the Phase 1 Biosolids Improvements project are scheduled to begin in late 2026. These design efforts will include detailed engineering of biosolids processing equipment, facility layout optimization, and cost refinement. Construction of the Phase 1 improvements is planned to commence in 2028, following completion of design, procurement, and any required permitting. The project team continues coordination with engineering consultants, regulatory agencies, and municipal stakeholders to maintain schedule and ensure readiness for design and construction phases	In Progress	25%

Galvanized Water Service Line Replacement Projects	Public Utilities	Three galvanized water service line replacement efforts are currently advancing in multiple areas of the city as part of the broader lead service line (LSL) identification and replacement initiative. The first effort includes galvanized water service line replacements coordinated with the City's 2026 Street Reconstruction and Resurfacing Projects in Southeast and South Brainerd, allowing the Utility to complete replacements efficiently alongside roadway improvements and reduce future surface restoration costs. The second effort consists of the Phase 1 Galvanized Water Service Line Replacement Project in Northeast Brainerd, specifically targeting properties along Gillis Avenue, 1st Avenue NE, and 2nd Avenue NE. This phase is intended to address higher-priority locations identified through the City's service line inventory and risk-based prioritization framework. The third project involves galvanized water service line replacements coordinated with the Ronald/Joseph/Alley reconstruction project. This work was formally authorized by the Utilities Commission at its February meeting, allowing design and property coordination to proceed in tandem with the planned infrastructure improvements. Staff is working closely with Bolton & Menk to secure signed property owner agreements for service line replacements and to coordinate required interior plumbing inspections needed to verify materials and complete compliance documentation. Plan development for all three projects is ongoing, with final plans required to be completed and submitted to the Minnesota Department of Health by March 31 to maintain regulatory compliance and eligibility for funding support.	In Progress	25%

Main Lift Station Reconstruction	Public Utilities	The Facility Plan for the Main Lift Station Reconstruction was certified by the Minnesota Pollution Control Agency in 2025, establishing regulatory approval and allowing the project to advance toward funding and design. Following certification, the project was placed on the Clean Water Revolving Fund (CWRF) Project Priority List (PPL), and it has since fallen within the fundable range, making it eligible for a low-interest loan to support construction and related improvements. Final design work is currently underway with Widseth and HRGreen, with the project team coordinating closely to refine plans, evaluate constructability, and incorporate site-specific requirements. The design team is targeting submission of 90% complete plans to the MPCA by March 31, 2026, to allow for review and alignment with regulatory and funding requirements. Placement of the project on the CWRF Intended Use Plan (IUP) is anticipated in June 2026, confirming the project's eligibility for funding allocation and enabling final loan approval. Construction of the Main Lift Station Reconstruction is currently scheduled for 2027, following completion of final design, permitting, and procurement processes. The project team continues ongoing coordination with engineering consultants, regulatory agencies, and City staff to ensure the project remains on schedule and ready for construction.	In Progress	25%		
		Complete 2026				
Misdemeanor Prosecution Agreement	Administration	Agreement with Severson Porter (12/1) Staff has sent the agreement to the cities of Nisswa & Baxter to get approval from their Councils. Executed fully on 1/5.	Complete	100%	1/31/2026	1/15/2026
Gustafson Park Development	PW/CDD	12/8 - City Council directed staff to bring a preliminary plan to the Park Board for a formalized recommendation and receive a quote from a surveying company to replat the property (1/27) 12/17 - Staff received estimate to replat Gustafson Park 1/20/2026 Council voted to bring forth a resolution to dedicate Gustafson Park as a park and discontinue talks about development.	Complete	100%		2/6/2026

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Hiring - Business Office Support Specialist Rachele Schlosser

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Brittney Kummet, HR Director, Paul Sandy, Public Utilities Director

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): n/a - consent calendar

SUMMARY OF ISSUE

We received 78 applications for the Business Office Support Specialist position. Staff invited 9 to interview and made an offer to Rachele Schlosser. Rachele will start with us on March 9, 2026, at Step 2 of the 2026 Business Office Support Specialist Wage Grid ($26.87 per hour)

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Approve the hiring of Rachele Schlosser for the Business Office Support Specialist position effective March 9, 2026; further, that she be placed on Step 2 of the Business Office Support Specialist wage grid ($26.87 per hour).

FINANCIAL IMPACT

The position was included in the 2026 budget.

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Reclassify - Spring Police Intern Caleb Wahlstrom

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Brittney Kummet, HR Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): n/a - consent

SUMMARY OF ISSUE

The City applied for and was approved to receive reimbursement funding through Sourcewell for a Spring Police Intern position. The position was posted internally, and one application was received. Caleb Wahlstrom applied and has been selected for the Spring Police Internship. Caleb has been employed as a Community Service Officer in the Police Department since January.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Motion to reclassify Caleb Wahlstrom from Community Service Officer to Police Intern effective March 2, 2026, at $22.56 per hour.

FINANCIAL IMPACT

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Fire Contract Formula for 2027 - Informational

AGENDA: Consent

ACTION REQUESTED: Information Only

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER:

ESTIMATED TIME (MIN): N/A

SUMMARY OF ISSUE

Each year at this time, staff prepares the proposed fire contract calculation for the following year. This information is used by the townships that contract with Brainerd for fire service at their annual meetings in March, at which time the townships set their levy for 2027. This data will also be used by the cities of Baxter and Brainerd when we set our 2027 levy and budgets in the fall.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The attached calculation and memo was provided and explained at the February 26, 2026 FAB meeting and follows the same formula as previous years.

Please review Fire Chief's monthly report for review of fire contracts as requested by Council Member Johnson.

The overall 2027 assessment cost to be allocated increased by $24,005 and is $1,453,935. The City of Brainerd's overall funding share went from 42.62% to 42.44%, which resulted in a $7,556 increase over the 2026 assessment calculated amount.

RECOMMENDED ACTION/MOTION

Informational, no action needed.

FINANCIAL IMPACT

MEMO

TO: FAB Members

FROM: Finance Director Connie Hillman

DATE: February 25, 2026

RE: 2027 Fire Assessment Calculation

The amount that each partner of the fire service district will pay needs to be calculated by March 1st for the following year since townships set their levy in March for the following year. The calculation is attached to this memo.

The factors that are included in the cost to be allocated, as well as how the cost is to be allocated, are detailed in the Fire Protection Agreements between the City of Brainerd and the Contractee (i.e. surrounding cities and townships).

Total Cost Calculation

The total fire protection cost that is to be allocated among the contractee areas is:

- The amount budgeted for fire department operations.
  - For the 2027 assessment calculation, this is the 2026 adopted budget. The 2026 budget again includes $167,000 in capital funding, in addition to the amount included below for equipment replacement. Total budget amount for 2027 assessment is **$1,172,090**.

- An amount for equipment replacement, capital expenditures and major equipment repair.
  - For the 2027 assessment calculation, and as historically done, this amount is a 5% increase over the amount from the 2026 assessment ($139,298 * 5% = **$146,263**).

- Depreciation of buildings. This represents the cost of using the building for the year to house equipment and staff – this is like rent.
  - For 2027 assessment it is **$63,405** and is the same amount as previous years.

- Amount for debt.
  - For the 2027 assessment, we are in year 8 of 10 for the debt issued for the ladder truck in 2020. This is the only outstanding debt issue for fire equipment and is **$72,177**.

The total of the above 4 cost components equals ***$1,453,935*** and is a $24,005 increase over the 2026 assessment cost.

Factors to Allocate the Total Cost

To determine each Contractee's share of the total cost for the year, the following factors are used:

- The specific governmental unit's average number of calls for service in the last five calendar years, excluding car accident calls. This carries a 30% weight in the overall formula.
    - For the 2027 assessment calculation, this is the average number of runs for calendar years 2021-2025.

- Population as provided by the MN State Demographer's Office. This carries a 30% weight in the overall formula.
    - For the 2027 assessment calculation, the most recent population data available on the State Demographer's website was as of 2024.

- Total market of buildings excluding tax exempt property as determined by the Crow Wing County Assessor. This carries a 30% weight in the overall formula.
    - For the 2027 assessment, this is the 2025 assessment value used for taxes payable in 2026.

- Total market value of tax-exempt property as determined by the Crow Wing County Assessor. This value is updated every 6 years. This carries a 10% weight in the overall formula.
    - For the 2027 assessment, this is 2022 assessment value.

Using Brainerd as an example, the overall percentage share is 42.436200% and was calculated by:

# of Calls (52.20% * 30%)	15.660981%
Population (40.37% * 30%)	12.111212%
Building Value (24.74% * 30%)	7.422278%
Tax Exempt (72.42% * 10%)	7.241729%
Total % of Cost	**42.436200%**

The total percentage of cost is then applied to the total cost calculation to get the Contractee's cost. For Brainerd this is $616,995 ($1,453,935 * 42.436200%).

Why does the Contractee's cost change

There are three reasons the cost can change each year:

1. Change to service area. There has been no change for assessment year 2027.

2. Change in the amount of cost increased or decreased. For assessment year 2027, the cost increased $24,005. If there were no changes to the factors used to allocate the cost, the increased cost would have been allocated as follows:

	Change Due to Cost
BRAINERD	$10,231
BAXTER	$6,367
CROW WING	$1,120
LONG LAKE	$648
NOKAY LAKE	$468
OAK LAWN	$1,070
ST. MATHIAS	$303
UNORGANIZED	$3,798
TOTAL	$24,005

3. Change to the factors used to allocate the overall cost. The factors change every year as well. Following is the impact that each one of the factors had on the 2027 assessment.

	# of Runs	Population	Taxable EMV	Tax Exmpt	Total Change
BRAINERD	($743)	($356)	($1,575)	$0	($2,675)
BAXTER	$2,706	($84)	($2,079)	$0	$542
CROW WING	($1,012)	($36)	($1,289)	$0	($2,337)
LONG LAKE	$119	($206)	$929	$0	$842
NOKAY LAKE	($261)	($114)	$501	$0	$127
OAK LAWN	($1,070)	$146	$861	$0	($64)
ST. MATHIAS	$97	$28	$327	$0	$451
UNORGANIZED	$165	$621	$2,326	$0	$3,112
TOTAL	($0)	$0	$0	$0	($0)

So putting it all together, each contractee's share of the 2027 assessment compared to the 2026 assessment is as follows:

	2027 ASSESSMENT	2026 ASSESSMENT	DIFFERENCE	% incr
BRAINERD	$616,994.76	$609,438.33	$7,556.43	1.24%
BAXTER	$386,166.84	$379,257.82	$6,909.02	1.82%
CROW WING	$65,510.59	$66,727.40	($1,216.81)	-1.82%
LONG LAKE	$40,083.12	$38,592.90	$1,490.22	3.86%
NOKAY LAKE	$28,499.24	$27,903.56	$595.68	2.13%
OAK LAWN	$64,773.15	$63,766.37	$1,006.78	1.58%
ST. MATHIAS	$18,778.41	$18,024.39	$754.02	4.18%
UNORGANIZED	$233,128.88	$226,219.23	$6,909.65	3.05%
TOTAL	$1,453,934.99	$1,429,930.00	$24,004.99	1.68%

CITY OF BRAINERD FIRE SERVICE DISTRICTS - PAYMENT CALCULATION FOR 2027 ASSESSMENT

2026 FIRE DEPT BUDGET, INCLUDING PAID ON-CALL AND PENSION	$1,172,090
CAPITAL EQUIPMENT FUND - is a 5% increase over 2026 Assessment	$146,263
BUILDINGS ONLY DEPRECIATION	$63,405
DEBT SERVICE FOR LADDER TRUCK - Year 8 of 10	$72,177
TOTAL AMOUNT USED FOR CALCULATION	**$1,453,935**

	5 YR AV # OF RUNS ('21 -'25)	30% % OF # OF RUNS	2024 POPULATION	30% % OF POP	(Asst '25 pay '26) VALUE OF BUILDINGS	30% % OF VALUE OF BLDGS	(Assessment '22) VALUE OF TAX EXEMPT BLDGS	10% % OF VALUE TAX EX BLDGS	% OF BUDGET	FUNDING SHARE
BRAINERD	293.80	52.20%	14,680	40.37%	874,925,174	24.74%	$414,179,400	72.42%	42.436200%	$616,994.76
BAXTER	142.00	25.23%	8,902	24.48%	1,106,496,787	31.29%	$129,243,800	22.60%	26.560117%	$386,166.84
CROW WING	19.00	3.38%	2,214	6.09%	194,582,007	5.50%	$896,000	0.16%	4.505744%	$65,510.59
LONG LAKE	10.20	1.81%	1,148	3.16%	148,098,592	4.19%	$553,400	0.10%	2.756872%	$40,083.12
NOKAY LAKE	8.00	1.42%	909	2.50%	89,734,807	2.54%	$1,287,900	0.23%	1.960146%	$28,499.24
OAK LAWN	23.20	4.12%	1,813	4.99%	178,521,049	5.05%	$11,904,600	2.08%	4.455024%	$64,773.15
ST. MATHIAS	4.40	0.78%	631	1.74%	59,788,013	1.69%	$1,671,800	0.29%	1.291558%	$18,778.41
UNORGANIZED	62.20	11.05%	6,066	16.68%	884,201,282	25.00%	$12,197,500	2.13%	16.034340%	$233,128.88
TOTAL	**562.80**	**100.00%**	**36,363**	**100.00%**	**3,536,347,711**	**100.00%**	**$571,934,400**	**100.00%**	**100.000000%**	**$1,453,934.99**
Last Year's Information	**526.60**		**36,265**		**3,442,400,052**		**$571,934,400**			**$1,429,930.00**
% Change	**6.87%**		**0.27%**		**2.73%**		**0.00%**			**1.68%**

	2027 ASSESSMENT	2026 ASSESSMENT	DIFFERENCE	% incr
BRAINERD	$616,994.76	$609,438.33	$7,556.43	1.24%
BAXTER	$386,166.84	$379,257.82	$6,909.02	1.82%
CROW WING	$65,510.59	$66,727.40	($1,216.81)	-1.82%
LONG LAKE	$40,083.12	$38,592.90	$1,490.22	3.86%
NOKAY LAKE	$28,499.24	$27,903.56	$595.68	2.13%
OAK LAWN	$64,773.15	$63,766.37	$1,006.78	1.58%
ST. MATHIAS	$18,778.41	$18,024.39	$754.02	4.18%
UNORGANIZED	$233,128.88	$226,219.23	$6,909.65	3.05%
TOTAL	$1,453,934.99	$1,429,930.00	$24,004.99	1.68%

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Agreement - Fire Department Storage at Crow Wing County

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Tim Holmes, Fire Chief

DEPARTMENT: Fire

PRESENTER: Tim Holmes, Fire Chief

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

Attached is an agreement between the City and Crow Wing County for the use/exchange of space during the renovation at Station 1.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

To facilitate the planned renovation at Station 1**,** the Fire Department has coordinated with Crow Wing County for the temporary relocation of essential response apparatus. This agreement allows the City to utilize County-owned space located kiddy-corner from the fire station to house vehicles and equipment for the duration of the renovation project. Relocating apparatus in the immediate vicinity ensures that emergency response times are not compromised by construction activities. The city attorney has reviewed this agreement.

RECOMMENDED ACTION/MOTION

Move to approve the agreement with Crow Wing County for storage during the Fire Station 1 renovation and authorize the city administrator to sign.

FINANCIAL IMPACT

There is no cost associated with this exchange.

February 23, 2026

STORAGE USE AGREEMENT

Storage Use Agreement ("Agreement") is made and entered into by and between Crow Wing County, a political subdivision of the State of Minnesota ("County"), and the City of Brainerd, a political subdivision of the State of Minnesota ("City").

1. Purpose

The purpose of this Agreement is to memorialize a no-cost exchange of storage space between the County and the City for the temporary storage of equipment during construction at the Brainerd Fire Department.

2. Term

The term of this Agreement shall commence on March 1, 2026, and shall terminate on March 1, 2027, unless terminated earlier by mutual written agreement of the parties.

3. Exchange of Use

The County agrees to allow the City use of one heated storage garage at 106 Laurel Street, Brainerd, Minesota 56401.

The City agrees to allow the County use of one storage bay located in the City of Brainerd Fire Department's cold storage building on 23 Laurel Street, Brainerd, Minnesota 56401.

4. Insurance and Responsibility for Contents

Each party shall be solely responsible for insuring its own equipment, materials, and contents stored in the respective facilities. Neither party shall be responsible for loss of or damage to the other party's property.

5. Indemnification and Hold Harmless

To the fullest extent permitted by law:

Each party agrees to hold harmless and indemnify the other party, including its officers, employees, agents, and the other party's insurance carrier, from any and all claims, damages, losses, or liabilities arising out of or related to that party's use of the storage space under this Agreement.

This obligation applies except to the extent caused by the sole negligence or willful misconduct of the other party.

6. No Lease or Property Interest

This Agreement does not create a lease, tenancy, easement, or any property interest. Use of the storage spaces is permissive and limited to the term stated above.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and may be amended only by written agreement signed by both parties.

SIGNATURES

CROW WING COUNTY

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BRAINERD

By: _____

Name: _____

Title: _____

Date: _____

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Agreement Amendment - TH 210 Reconstruction Project

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Public Works

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

Attached is an amendment to Agreement #1061077 to SP 1805-80 - TH 210/Washington Street Reconstruction Project. The amendment corrects an omission of maintenance responsibilities for the Rectangular Rapid Flashing Beacon (RRFB) signage included at the two new roundabouts adjacent to the East Brainerd Mall. While located on the state highway right of way, it is typical that these enhanced signage assemblies are maintained by the local agency. Similar to the signage installed at the new roundabout at TH 371B/Willow Street.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

No alternatives recommended.

RECOMMENDED ACTION/MOTION

Motion to approve the contract amendment #1 for the Highway 210 Reconstruction project as presented.

FINANCIAL IMPACT

N/A

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BRAINERD
AND
CROW WING COUNTY
AMENDMENT NO. 1

State Project Number (SP):	**1805-80**
Trunk Highway Number (TH):	**210=002**
State Project Number:	**1806-84**
Trunk Highway Number:	**210=002**
State Project Number:	**1811-36**
Trunk Highway Number:	**25=018**
State Project Number:	**108-090-003**
Federal Project Number:	**RSTG-STBG-TA 1826(059)**

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

Recitals

1. The State has a contract with the City and the County identified as MnDOT Contract No. 1061077 ("Original Contract") to provide payment by the City and the County to the State for the City's share of the costs of the water main, sanitary sewer, and trail construction and other associated construction upon, along, and adjacent to Trunk Highway No. 210 from 570 feet west of Baxter Drive to 720 feet east of Pine Shores Road according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 1805-80 (TH 210=002), State Project No. 1806-84 (TH 210=002), State Project No. 1811-36 (TH 25=018), and State Project No. 108-090-003 ("Project"); and
2. This Agreement is amended to provide for City-performed pedestrian crosswalk flasher system maintenance; and
3. The State, the City, and the County are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be <u>underlined</u>.

REVISION 1. Article 20 is inserted as follows:

20. <u>Pedestrian Crosswalk Flasher Systems Power, Ownership, Operation, Maintenance, and Compliance</u>

<u>Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the one new Pedestrian Crosswalk Flasher System on TH 210 at the TH 25 roundabout and for the two new Pedestrian Crosswalk Flasher Systems on TH 210 at County State Aid Highway No. 3/8th Avenue Northeast roundabout:</u>

20.1. ***<u>Power.</u>*** <u>The flasher systems are solar powered with batteries and will have no upfront hookup or ongoing power costs. If the systems are replaced in the future, any upfront and/or ongoing costs associated with</u>

providing power to the systems are the responsibility of the City. The City will own and maintain the batteries to operate the flasher systems. The City will own and be responsible for the solar panels to operate the flasher systems.

20.2. ***Ownership, Operation, and Maintenance.*** Upon completion of this project, the City will own the Pedestrian Crosswalk Flasher Systems. The City will operate and maintain the Pedestrian Crosswalk Flasher Systems, perform all Gopher State One Call locating, and be responsible for future system replacements, all at the City's cost and expense. The maintenance includes, but is not limited to, snow, ice, and debris removal at the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning/replacement, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.

20.3. ***Compliance.*** The City will also be responsible for replacement or upgrades to meet compliance with current and future ADA requirements without cost or expense to the State. If the City fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the Pedestrian Crosswalk Flasher Systems or the State may remove it at the City's cost.

20.4. ***Right-of-Way Access.*** The City will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform the pedestrian crosswalk marking maintenance as described in this Agreement.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[The remainder of this page has been intentionally left blank]

CITY OF BRAINERD

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

CROW WING COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

Docusign Envelope ID: 7F023D13-C630-4E7D-8D11-E4EADB094054

RESOLUTION
07:26

COOPERATIVE CONSTRUCTION AGREEMENT WITH THE STATE OF MINNESOTA AGREEMENT NO. 1061077 TH 210/WASHINGTON STREET RECONSTRUCTION PROJECT

WHEREAS, the City will participate in construction of State Highway 210 (Washington Street) within the city limits of Brainerd, and;

WHEREAS, plans and specifications have been prepared and approved by the State and the City, as designated as State Project No. 1805-80 (TH 210=002), State Project No. 1806-84 (TH 210=002), State Project No. 1811-36 (TH 25=018), and State Project No. 108-090-003.

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

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

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

BE IT FURTHER RESOLVED that the Mayor and the City Engineer are authorized to execute the Agreement and any amendments to the Agreement.

Adopted this 20th day of January 2026

MIKE O'DAY
President of the Council

Approved this 21st day of January 2026

DAVE BADEAUX
Mayor

ATTEST:
NICHOLAS W. BROYLES
City Administrator

Docusign Envelope ID: 7F023D13-C630-4E7D-8D11-E4EADB094054

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: January 27, 2026 **Resolution: 2026-7**
OFFERED BY COMMISSIONERS: Koering and Barrows
AYES: Koering, Lubke, Barrows, Franzen, Lee;

RESOLUTION TO ENTER INTO MnDOT AGREEMENT No. 1061077 WITH THE STATE TRANSPORTATION DEPARTMENT FOR SIGNAL SYSTEM AND OTHER ASSOCIATED CONSTRUCTION UPON, ALONG AND ADJACENT TO TH 210 FROM 570 FEET WEST OF BAXTER DRIVE TO 720 FEET EAST OF PINE SHORES ROAD WITHIN CROW WING COUNTY

WHEREAS, the State of Minnesota has moved forward with construction plans for TH 210 from 570 feet west of Baxter Drive and 720 feet east of Pine Shores Road, and

WHEREAS, the County will have cost sharing responsibilities at the signal system located at the intersection of TH 210, County State Aid Highway (CSAH) 45 and Gillis Avenue, and

WHEREAS, an agreement has been drafted identifying MnDOT to provide for providing the cost share and outlining maintenance responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners authorizes that Crow Wing County enter into MnDOT Agreement No. 1061077 with the State of Minnesota, Department of Transportation related to State Project Numbers 1805-80 (TH 210=002), 1806-84 (TH 210=002), 1811-36 (TH 25=018) and 108-090-003.

BE IT FURTHER RESOLVED that the County Engineer is authorized to execute the agreement and any amendments to the Agreement.

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

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February 2026..

Deborah A. Erickson

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Approve Utility Department Surplus Items for Auction

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Paul Sandy, Public Utilities Director

DEPARTMENT: Public Utilities

PRESENTER:

ESTIMATED TIME (MIN): Consent

SUMMARY OF ISSUE

In accordance with the State of Minnesota requirements governing the disposal of public assets, staff has conducted a review of the identified items that are no longer in use, have exceeded their useful life, or have been replaced through capital purchase. These items are considered surplus to the operational needs of the utility and the City.

State statutes require governing body approval prior to the disposal of surplus property through auction or other approved methods. Declaring the listed items as surplus ensures compliance with state law and allows staff to proceed with the sale, recapturing value where possible and reducing storage and maintenance costs.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Public Utilities Commission declared these items as surplus and forwarded the recommendation to the City Council.

RECOMMENDED ACTION/MOTION

Authorize staff to dispose of surplus items as required by state statute.

FINANCIAL IMPACT

DEPARTMENT OF ADMINISTRATION
SURPLUS SERVICES

Online Auction Request

Online auctions run for 7 to 10 days. Each lot is run as a separate auction. Inspections will be done by appointment only. Please provide all the information below along with digital photos of the lots and copies of titles for all vehicles and trailers. **BIDDER PAYMENTS MUST BE A CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO SURPLUS SERVICES.** Full payments must be sent to Surplus Services as soon as possible.

Contact information

Department/Agency:	Brainerd Public Utilities		
Contact Name:	AnnMarie Lamser		
Address:	8027 Highland Scenic Rd Baxter, MN 56425		
Email:	alamser@bpu.org		
Phone:	218-825-3233		
Item Location:			
Deposit Info Vendor Number:		Remittance Address:	

Lot Information

Please review our website: www.MinnBid.org. Look over some of the past and current Online Auctions. This will give you and idea of what the information should be provided in the Remarks section.

LOT 1

Year		**Make**	Remington-Rand	**Model**	L.E. Safe-Cabinet
VIN/Serial Number					
Mileage		**Condition**	Used	**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have	Vintage, heavy duty fire-insulated commercial safe with Yale combination lock. Used to store customer keys and meter reading books but is no longer needed. Weighs 1663 lbs and is on casters. 66" tall, 39" wide, 31" deep. Very heavy. BPU will help load.				

LOT 2

Year		**Make**	Bison	**Model**	NVHL 270XHD
VIN/Serial Number					
Mileage		**Condition**	Good	**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have	3 point blade for tractor. Used less than 5 hours. Blade 9" x 20".				

LOT 3

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

LOT 4

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

LOT 5

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

BIDDER PAYMENTS MUST BE A CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO SURPLUS SERVICES. Full payments must be sent to Surplus Services, 5420 Old Highway 8, Arden Hills, MN 55112 as soon as possible.

I certify that this is property owned by agency submitting this form and is not subject to any lien, restriction, or other encumbrance.

_____ _____ _____

Authorized Signature Title Date

Surplus Services Use Only	
	Surplus Services Authorization

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Event Application - 2026 Loonfest

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Public Works

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

Attached is the Special Event Application for 2026 Loonfest. The event is similar to last year's event. The event organizer is requesting to host a concert event at Mills Field the evening of Saturday, September 26th. They have requested use of Mills Field from Friday until Sunday to allow for set up beforehand and take down/clean up afterwards. The reservation for this event at Mills Field was approved by Park Board in their packet on February 24th.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached is a list of recommended conditions of approval from City staff. These conditions were discussed with the event organizer at a recent meeting. Most of the conditions are similar to last year's event with some slight adjustments.

RECOMMENDED ACTION/MOTION

Motion to approve the special event application for 2026 Loonfest with the conditions included in the attachment.

FINANCIAL IMPACT

N/A

SPECIAL EVENT APPLICATION

Date of Application: 2/2/26

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

Type of Event:

- ☐ Event- City Parking Lot
- ☐ Event with Street Closure
- ☑ Event- City Park
- ☑ Other

Name of Event:

Organizer Information

Organization Name	Loonfest
Organization Address	823 G St NE
Event Contact Person	Devon Walstead
Event Contact Phone	218-838-3555
Event Contact Email	Devonwalstead01@gmail.com
Contact (Day of)	9/26/26
For Profit/Nonprofit Status	for profit Benifiting non profit.

Event Information

Description of Activities

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

Event Details:

Event Date	Start Time	End Time	Event Location(s)
9/25	12 pm	8 pm	millsfield
9/26	8. Am	11.45 pm	millsfield
9/27	8 Am	5 pm.	millsfield

City Locations/Facilities

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

Sit Information

Electrical Usage ☑ YES ☐ NO

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

Amplified Sound ☑ YES ☐ NO

Describe any sound amplification equipment to be used in your event along with times: speaker's/SVB's

Restrooms ☑ YES ☐ NO

If yes, how many 7-10 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms:

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

Signs/Banners/Posters/Flyers ☑ YES ☐ NO

Describe the signs, banners, posters, flyers, and locations: Banner's Showing Act's And Date's

Trash Receptacle Disposal ☑ YES ☐ NO

Company contracted for trash receptacle disposal:

TBD.

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

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):

Date and Time for beginning of street closure:

Date and Time for reopening of streets:

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):

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

Deven Wilstead

Print Name

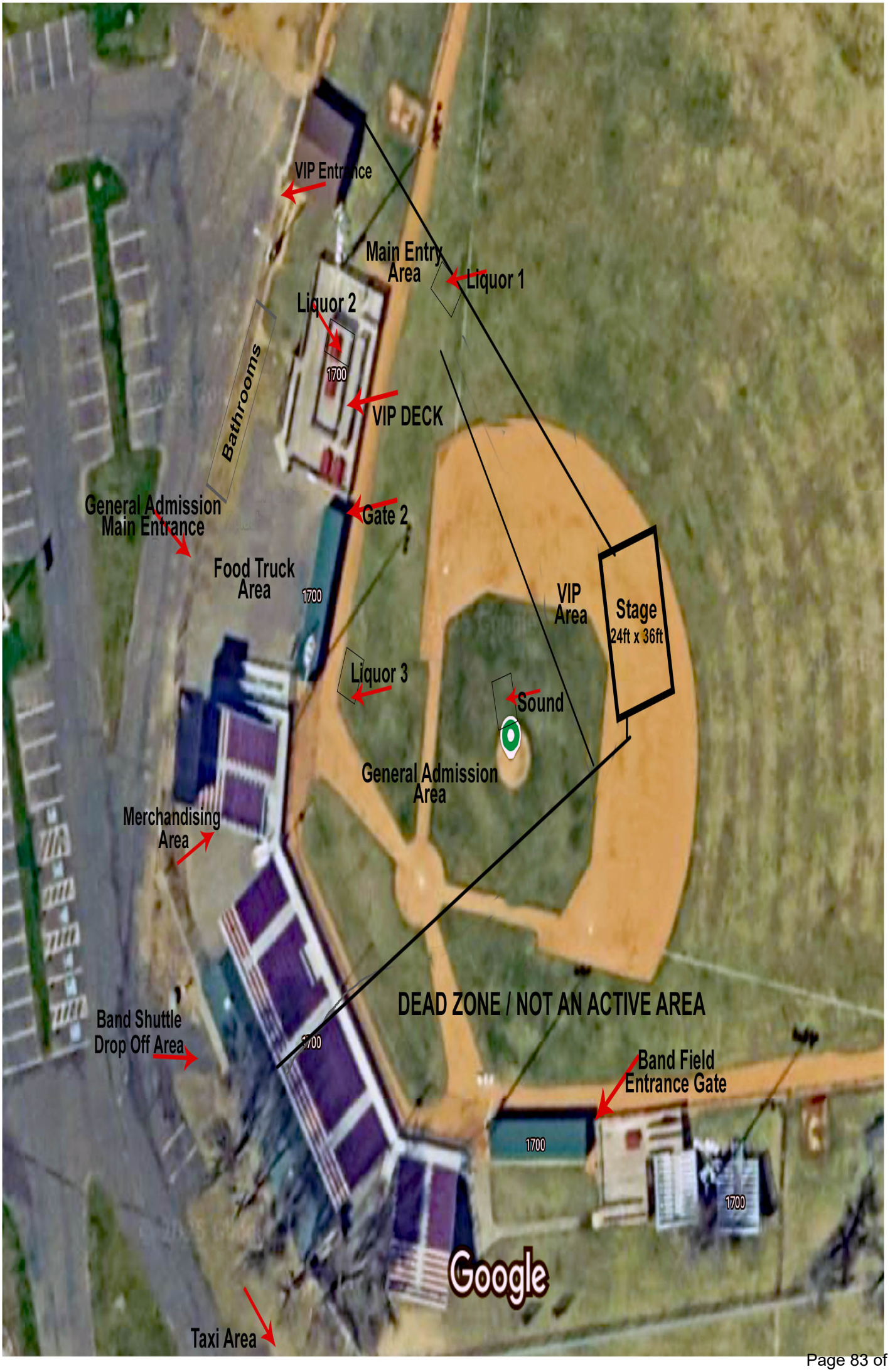
Event Application Approval

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:


VIP Entrance
Main Entry Area
Liquor 1
Liquor 2
1700
Bathrooms
VIP DECK
General Admission Main Entrance
Gate 2
Food Truck Area
1700
VIP Area
Stage
24ft x 36ft
Liquor 3
Sound
General Admission Area
Merchandising Area
DEAD ZONE / NOT AN ACTIVE AREA
Band Shuttle Drop Off Area
1700
Band Field Entrance Gate
1700
1700
Google
Taxi Area

LoonFest Event Application

Departmental Conditions

Police Department:

- Full event itinerary from promoter – Must be provided by end of business on Friday, 8/21/2026
    - Daily band performance schedule start/end times
    - Promoter Emergency Action Plan (see below EAP Requirements)
- Hire a minimum* of police officers during the following dates/times:
    1) Saturday, Sept 26, 2026
        a) 0 - 1,000 Tickets Sold:
            i) 5 p.m. – 8 p.m. – 2 Officers
            ii) 8 p.m. – 1 a.m. – 4 Officers
        b) 1,001 - 1,500 Tickets Sold:
            i) 5 p.m. – 8 p.m. – 3 Officers
            ii) 8 p.m. – 1 a.m. – 5 Officers
            iii) One additional officer per 500 tickets sold over 1,500
    2) Hourly Rate for police officers: $88.95 per hour
    3) In the event of an incident directly related to the event that requires off-duty Brainerd police officers to be called in for assistance, the event promoters will be held financially responsible for the cost of those officers. Cost would include the overtime rates for off-duty officers.

    Subject to change pending receipt of Itinerary and IAP from promoters

- Requirements for On-Site Private Security Personnel
    - No consumption of alcohol or drugs prior to or at any time while on duty.
        - *Received reports after last year's event that several individuals assigned as security were consuming alcohol during the event. That cannot occur moving forward.*
    - Clearly identifiable uniform that distinguishes security staff from spectators (high-visibility color recommended).
        - *Last year, security personnel wore black t-shirts labeled "security," but they blended in with much of the crowd and were difficult to readily identify.*
    - Coordination with Law Enforcement and Incident Command.
    - Compliance with all minimum requirements established by the police department and City Council

- Provide ground lighting for walking paths

Fire Department:

- Crowd managers
    - Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering.
    - Exceptions:
        - Outdoor events with fewer than 1,000 persons in attendance shall not require crowd managers.
- Food Trucks
    - All food trucks will need to complete a Fire Department Inspection/ Permit for Mobile Food Vendors application before the date of the event
    - Set up and available for inspection by 1 p.m. on Friday, 9/25/2026.
- Venue
    - Set up and available for inspection by 1 p.m. on Friday, 9/25/2026.

Administrative Department:

- Provide Damage Deposit in the amount of $1,000 by Thursday, 9/24/2026
- Provide Certificate of Insurance by Thursday, 9/24/2026
- Temporary Liquor License by non-profit received by Friday, 8/21/2026

Public Works Department:

- Provide notice to adjacent residents on Lakeview Lane and Q Street one month prior to event.
- Provide sufficient garbage receptacles for the event, pick-up must be completed by end of business Monday, 9/28/2026.
- Clean up to be inspected by Public Works staff on Monday, 9/28/2026. Damage deposit will be reduced by the amount of any costs associated with staff time required to provide additional clean up.

Emergency Action Plan (EAP) Requirements:

- Primary and secondary contact person(s) throughout the event
- Security Personnel
    - Total Quantity
    - Locations of designated posts and include number at each station (e.g. 2 at entrance, 2 at beer tent, etc.)

- Access/ parking plan
- Weather Policy
- Medical aid
- Smoking policy
- Weapons and prohibited items policy
- Site Plan to include but not limited to:
- Stage location and setup
- Sound booth and power feed
- Fencing
- Entrances/exits
- Spectator flow
- Fire extinguisher locations

SPECIAL EVENT APPLICATION

Date of Application: 2.12.25

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

Type of event:
- ☐ Event – City Parking Lot
- ☑ Event with Street Closure
- ☐ Event – City Park
- ☐ Other _____

Name of event: 2026 St. Patrick's Day Parade

Organizer Information

Organizer's Name: Cody Shepherd / Dave Badeaux

Organizer's Address: 315 S. 6th Street / 321 S. 7th Street

Event Contact Person: Cody Shepherd

Event Contact Daytime Phone: 218.820.6572

Event Contact E-mail Address: shepherd2017@gmail.com

Contact Name/Number Day of Event: Same

For Profit/Nonprofit Status (type): 501c3 Brainerd Community Action

Applicant information (if different from the event organizer):

Applicant Name: Dave Badeaux

Applicant Address: 321 S. 7th St. Suite 105

Applicant Phone: 218.330.8204

Applicant E-mail Address: info@BrainerdCommunityAction.org

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
3.15.26	11:30am	2:00pm	See Route

☐ Recurring event (requires only one application submittal per year)

Event locations *(all dimensions are parking lot usable space estimates)*:

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

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:

Medallion hunt starting a few days prior to parade

12pm - Kids Constume contest at VFW

1pm - Parade

Site Information

Electrical usage ☐ Yes ☐ No

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

_____

_____

Amplified Sound ☑ Yes ☐ No

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

_____

_____

Restrooms provided ☐ Yes ☑ No

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

Company contracted for restrooms:_____
(if restrooms are provided by neighboring property(s), please submit the location and property owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers ☑ Yes ☐ No

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

11x17 color fliers to be distributed to downtown businesses

1/2 sheet fliers to be distributed to schools

Trash Receptacle Disposal ☐ Yes ☑ No

Company contracted for trash receptacle disposal: _____

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A $100/day security deposit for publicly owned spaces ONLY is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

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

Please See Route Map

Date and time for beginning of street closures: 3.15.26 11:30am

Date and time for reopening of streets: 3.15.26 2:00pm (completion of parade)

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.

sidewalks will remain open, with city parking available nearby.

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

_____

Print Name

Contacts, Permits, and Fees Checklist

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

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

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	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			X	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			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate	x			May be required before issuing a permit.
Sign/banner Permits			X	Contact the Planning Department for information/procedure.
Parade Permit	X			Issued by the Police Department after complete submission of application.
Alcohol Use Permit			x	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

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

Event Application Approval

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

_____ _____

City Administrator Date

Approval Conditions:

Coordinate with the Street Department for closure materials 218-513-4412
Coordinate with the Police Department
Provide COI for all 2026 events to City Hall

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Cost Share - City of Baxter Dellwood Drive Surfacing Project

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 is requesting approval of a cost share for microsurfacing of the portion of Dellwood Drive in the City of Brainerd. The request is estimated in the amount of $19,440 and would be proposed to be funded from Construction Fund 401. The amount estimated is as described:

- 2,770 sq yards x $6.50 = approx. $18,000 + 8% Engineering = $19,440.

Attached are the plan sheets and the agreement signed in 2016 that shared the construction cost of Dellwood Drive between the County, Baxter, and Brainerd.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Staff was made aware of the project in February so the cost for this project was not budgeted in 2026.

RECOMMENDED ACTION/MOTION

Motion to approve the cost share with the City of Baxter in the estimated amount of $19,440.

FINANCIAL IMPACT

Estimated $19,440

CITY OF BAXTER, MN

CONSTRUCTION PLANS FOR

2026 MICROSURFACING PROJECT

EXCELSIOR RD, EDGEWOOD DR, DELLWOOD DR, FAIRVIEW RD, BAXTER DR, CONSERVATION DR

FEBRUARY, 2026

RESOURCE LIST

CITY OF BAXTER

City Hall
13190 Memorywood Dr
Baxter, MN 56425
(218) 454-5100

City Administrator:
Brad Chapulis

Mayor: Darrel Olson

City Council Members:
Mark Cross
Connie Lyscio
Patrick Sundberg
Zach Tabatt

City Engineer/Public Works Director:
Trevor Walter, P.E.

Project Engineer:
(Consultant)
Bryan Drown, P.E.
Bolton & Menk, Inc.
7656 Design Dr
Baxter, MN, 56425
(218) 825- 0684

UTILITIES

GAS
CenterPoint Energy
Xcel Energy

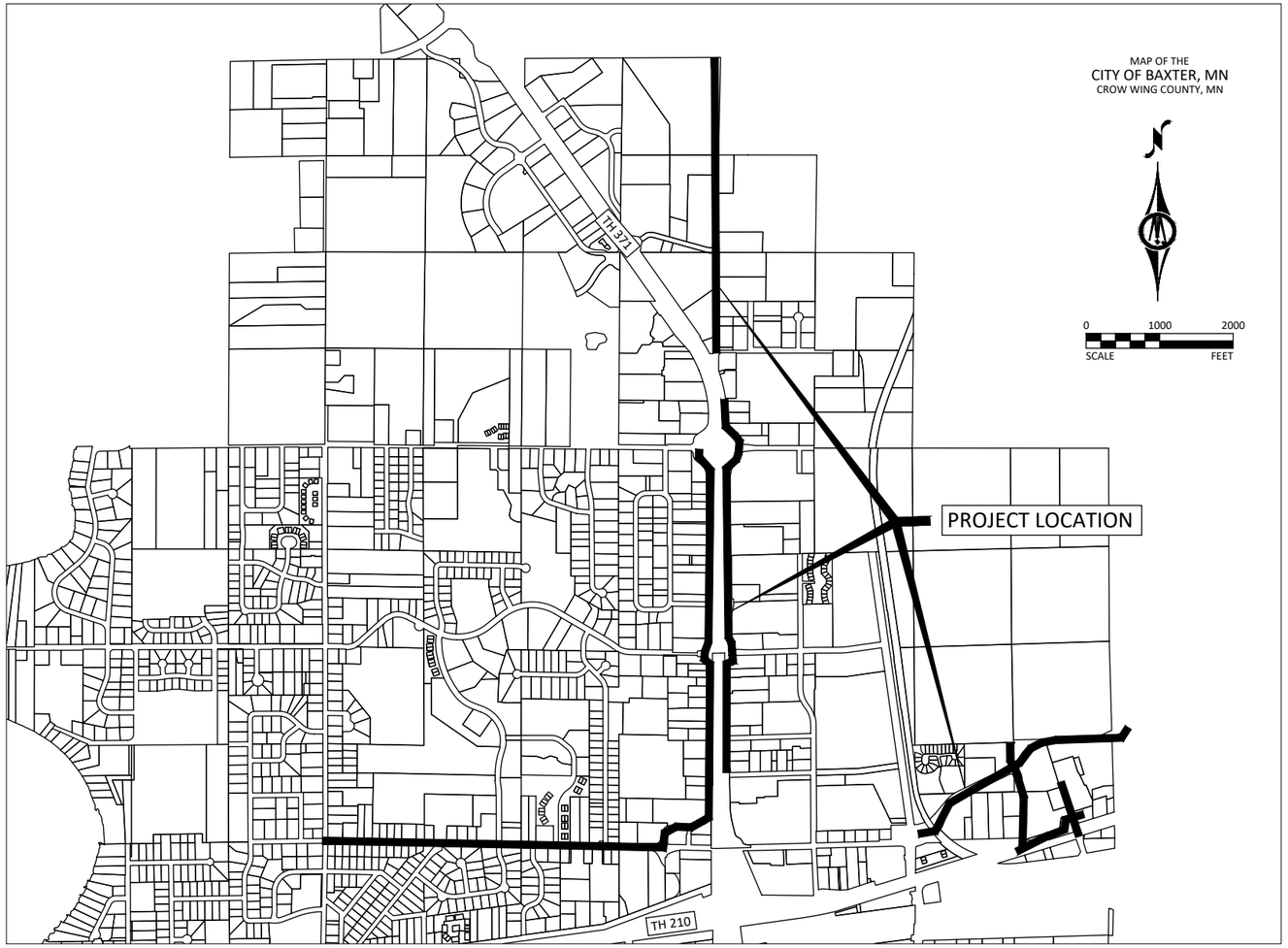
TELEPHONE
Charter Communications
Consolidated Telephone
CenturyLink

CABLE
Charter Communications
Savage Communications

ELECTRIC
Crow Wing Power

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES."



MAP OF THE
CITY OF BAXTER, MN
CROW WING COUNTY, MN

0 1000 2000
SCALE FEET

MAP LEGEND

- PROJECT LIMITS
- BID LOCATION
- EXCESS EXCAVATED MATERIAL DISPOSAL SITE
- BITUMINOUS MILLINGS STOCKPILE SITE

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.XX	TITLE SHEET, LEGEND, GENERAL NOTES
G1.01 - G1.XX	STATEMENT OF ESTIMATED QUANTITIES
CIVIL	
C1.01 - C1.XX	TABLES, DETAILS, TYPICAL SECTIONS, PHASING PLAN
C6.01 - C6.XX	STREET PLAN & PROFILE, INTERSECTION DETAILS
C7.01 - C7.XX	TRAFFIC CONTROL, SIGNING & STRIPING, SIGNALS

THIS PLAN SET CONTAINS ### SHEETS.

REVIEWED & APPROVED _____ DATE: _____
PUBLIC WORKS DIRECTOR

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H:\BAXT\25X141768000\CAD\C3D\141768G001.dwg 2/4/2026 3:24:39 PM Plotted by: Marty Espersen

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

BRYAN G. DROWN
LIC. NO. 41934 DATE MM/DD/YYYY

BOLTON & MENK
7656 DESIGN ROAD, SUITE 200
BAXTER, MN 56425
Phone: (218) 825-0684
Email: Baxter@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
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DRAWN			
MOE			
CHECKED			
BGD			
CLIENT PROJ. NO.			
25X.141768			

CITY OF BAXTER, MINNESOTA
2026 MICROSURFACING POROJECT
TITLE SHEET

SHEET G0.01

LEGEND

- MICROSURFACING AREA
- EXISTING MANHOLE
- EXISTING CATCH BASIN
- EXISTING GATE VALVE
- INLET PROTECTION

NOTE: CONTRACTOR TO COVER AND PROTECT ALL EXISTING VALVES & MANHOLES PRIOR TO APPLYING MICRO SURFACE (INCIDENTAL)

HORZ. SCALE 0 25 50 FEET

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

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CITY OF BAXTER, MINNESOTA
2026 MICROSURFACING POROJECT
STREET PLAN
DELLWOOD DR

SHEET C6.18

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DELLWOOD DR

PI: 433+39.24

PI: 436+99.76

431+00 432+00 433+00 434+00 435+00 436+00 437+00 438+00

LEGEND

- MICROSURFACING AREA
- EXISTING MANHOLE
- EXISTING CATCH BASIN
- EXISTING GATE VALVE
- INLET PROTECTION

NOTE: CONTRACTOR TO COVER AND PROTECT ALL EXISTING VALVES & MANHOLES PRIOR TO APPLYING MICRO SURFACE (INCIDENTAL)

DELLWOOD DR

PI: 436+99.76

436+00 437+00 438+00 439+00 440+00

EP: 440+24.17

WISH RD (CSAH 49)

HORZ. 0 25 50 SCALE FEET

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

BRYAN G. DROWN
LIC. NO. 41934 DATE MM/DD/YYYY

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www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
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CLIENT PROJ. NO.			
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CITY OF BAXTER, MINNESOTA
2026 MICROSURFACING POROJECT
STREET PLAN
DELLWOOD DR

SHEET C6.19

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IN THE MATTER OF
THE ORDERLY ANNEXATION BETWEEN
THE CITY OF BAXTER AND
CROW WING COUNTY (UNORGANIZED TERRITORY)
PURSUANT TO MINNESOTA STATUTES § 414.0325

WHEREAS, on February 26, 2016 a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1b; and

WHEREAS, the City of Baxter and Crow Wing County jointly agree to designate and request the annexation of the following described land located within unorganized territory within Crow Wing County to the City of Baxter, Crow Wing Minnesota;

See Exhibit A attached hereto for the list of all legal descriptions. See Exhibit A-1 attached hereto which is a parcel map of all parcels to be annexed. The list of legal descriptions includes parcels along Dellwood Drive, Mertens Drive and Whispering Woods Lane.

WHEREAS, that part of Dellwood Drive lying North of Novotny Road is in need of repair and all parties agree that all portions of Mertens Drive and Whispering Woods Lane should be paved; and

WHEREAS, that part of Dellwood Drive needing repair is now partly within the City of Baxter, partly within the City of Brainerd and the remainder is in unorganized territory, Crow Wing County, and said road is now maintained in its entirety by Crow Wing County; and

WHEREAS, Mertens Drive and the easterly portion of Whispering Woods Lane are now within said unorganized territory or within the City of Baxter and the County maintains said roads; and

WHEREAS, the County has agreed to reconstruct said portion of Dellwood Drive as long as the City of Baxter and City of Brainerd agree to participate in the cost of said reconstruction and take over maintenance of said road upon completion of the reconstruction. A copy of the cost sharing agreement between the City and County for the reconstruction of said road is attached hereto as Exhibit B; and

WHEREAS, the County has agreed to pay to the City $67,432.10 designated for the City to pave said portion of Whispering Woods Lane and all of Mertens Drive as long as the City of Baxter agrees to take over maintenance of said roads and Dellwood Drive upon completion of the reconstruction to Baxter street specifications; and

WHEREAS, the City has agreed to take on future maintenance and pay for their share of the reconstruction as long as certain parcels are within the City so benefitting parcels contribute through taxes and/or assessments to the future maintenance of Dellwood Drive. The City shall not,

however, assess any costs of the 2016 repaving of Dellwood Drive, Whispering Woods Lane or Mertens Drive that will be completed by the City of Baxter or County to adjacent landowners annexed by this Agreement; and

WHEREAS, the County acknowledges that the City of Baxter shall annex these lands in anticipation of the project and does not object to said annexation; and

WHEREAS, the City of Baxter and Crow Wing County are in agreement as to the orderly annexation of the unincorporated land described; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Baxter and Crow Wing County may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City of Baxter and Crow Wing County have agreed to all the terms and conditions for the annexation of the above-described lands; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Baxter and Crow Wing County as follows:

1. **Property.** That the following described land is subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate the area for orderly annexation; and agree that the land be immediately annexed:

See Exhibit A attached hereto

2. **Acreage/Population/Usage.** That the orderly annexation area consists of approximately 153 acres, the population in the area is 28, and the land use type is residential.

3. **Jurisdiction.** That the City of Baxter and Crow Wing County by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. **Municipal Reimbursement.** Minnesota Statutes § 414.036.

   a. **Reimbursement to Towns for Lost Taxes on Annexed Property.**

   There shall be no reimbursement for lost taxes but, as part consideration for this Agreement, the City does agree to pay its share of the costs to reconstruct said road as set forth in Exhibit B and take over future maintenance of these roads upon completion of the reconstruction.

b. Assessments and Debt.

That pursuant to Minnesota Statutes § 414.036 with respect to any special assessment assigned by the Township to the annexed property and any portion of debt incurred by the Township prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described (herein or attached exhibit) there are no special assessments or debt.

5. The City of Baxter and Crow Wing County agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

6. **Other Terms of Resolution.** The County agrees to complete reconstruction of said road pursuant to the terms set forth in Exhibit B. Both parties agree that the costs of this reconstruction shall be shared as set forth in Exhibit B and neither party shall assess any portion of these costs to the adjacent landowners. This Agreement is also contingent on both the County and the City agreeing to transfer road authority and maintenance to the City upon completion of construction.

7. **Zoning.** Property within the designated annexation areas identified in this Joint Resolution shall continue to be subject to County and Township zoning, subdivision, shoreland, and related regulations until it is annexed into the City. Upon the effective date of the annexation, the property annexed shall become subject to the City's regulations.

Adopted by affirmative vote of all the members of the Crow Wing County Board this _____ day of MAR 0 8 2016 2016.

CROW WING COUNTY

By: _____
Chairperson

ATTEST:

By: _____

Adopted by affirmative vote of the City Council of Baxter this _____ day of _____, 2016.

CITY OF BAXTER

By: _____
Mayor

ATTEST:

By: _____
Asst. City Administrator/Clerk

Approved this 7 day of March 2016.

Exhibit A

PID 970322300B00009
The North 520 feet of the West 208 feet of the Southwest Quarter of the Northwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970322300AA0009
The South Half of the Northwest Quarter of Section 32, Township 134, Range 28, Crow Wing County, Minnesota, EXCEPT that part thereof described as follows: Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 32 and thence running South for a distance of 520 feet along the West line of said Section 32; thence East for a distance of 208 feet; thence North for a distance of 502 feet to the North line of said Southwest Quarter of the Northwest Quarter; thence West 208 feet along said North line for a distance of 208 feet to the point of beginning.
AND EXCEPT
That part thereof described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence North 1 degree 17 minutes 49 seconds East, assumed bearing, 278.56 feet along the West line of said Northwest Quarter; thence South 89 degrees 54 minutes 52 seconds East 622.58 feet; thence South 1 degree 17 minutes 49 seconds West 278.56 feet; thence North 89 degrees 54 minutes 52 seconds West 622.58 feet along the South line of said Northwest Quarter to the point of beginning.
AND EXCEPT the Southeast Quarter of said Northwest Quarter.

PID 970322300C00009
That part of the Southwest Quarter of the Northwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence North 1 degree 17 minutes 49 seconds East, assumed bearing, 278.56 feet along the West line of said Northwest Quarter; thence South 89 degrees 54 minutes 52 seconds East 622.58 feet; thence South 1 degree 17 minutes 49 seconds West 278.56 feet to the South line of said Northwest Quarter; thence North 89 degrees 54 minutes 52 seconds West 622.58 feet along the South line of said Northwest Quarter to the point of beginning.

PID 970323200AB0009
The Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 32, Township 134, Range 28, Crow Wing County, Minnesota.

PID 992020010010009
Lot 1, Block 1, Mertens Addition

PID 992020010020009
Lot 2, Block 1, Mertens Addition

PID 992020010030009
Lot 3, Block 1, Mertens Addition

PID 992020010040009
Lot 4, Block 1, Mertens Addition

PID 992020010050009
Lot 5, Block 1, Mertens Addition

PID 992020010060009
Lot 6, Block 1, Mertens Addition

PID 970323100BA0009
That part of the Northeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, described as follows, to-wit: Commencing at the Northwest corner of said NE¼ SW¼; thence Easterly along the north line thereof a distance of 462.27 feet; thence southerly, parallel with the west line of said NE¼ SW¼ a distance of 960.92 feet; thence west parallel with the north line of said NE¼ SW¼ a distance of 132.25 feet; thence South parallel with the west line of said NE¼ SW¼ a distance of 370.01 feet, more or less, to the south line of said NE¼ SW¼; thence west along the said south line to the southwest corner of said NE¼ SW¼; thence Northerly along the West line thereof to the point of beginning.

PID 970323100B00889
Northeast Quarter of the Southwest Quarter of Section 32 in Township 134 North of Range 28 West of the 5th P.M. containing 40 acres more or less, according to the United States Government Survey thereof, except a tract of land 450 feet by 290.4 feet wide in the Northeast corner of said tract of land, and subject to any reservations and easements of record. EXCEPT that part of the Northeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, described as follows, to-wit: Commencing at the Northwest corner of said NE¼ SW¼; thence Easterly along the north line thereof a distance of 462.27 feet; thence southerly, parallel with the west line of said NE¼ SW¼ a distance of 960.92 feet; thence west parallel with the north line of said NE¼ SW¼ a distance of 132.25 feet; thence South parallel with the west line of said NE¼ SW¼ a distance of 370.01 feet, more or less, to the south line of said NE¼ SW¼; thence west along the said south line to the southwest corner of said NE¼ SW¼; thence Northerly along the West line thereof to the point of beginning.
Except that part conveyed to the DNR for trail purposes.

PID 970323100A00009
The North 450 feet of the East 290.4 feet of the Northeast Quarter of the Southwest Quarter of Section 32, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970323400F00009
That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the East line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement being the point of beginning; thence continuing North 89 degrees 51 minutes 31 seconds West a distance of 673.04 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 33 minutes 47 seconds West along said West line of said Southeast Quarter of the Southwest Quarter a distance of 333.23 feet; thence South 89 degrees 48 minutes 10 seconds East a distance of 688.47 feet to the center of said 33.00 foot road easement, a distance of 334.15 feet to the point of beginning.

PID 970323400AD0009
That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the east line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet ot the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement; thence South 2 degrees 05 minutes 00 seconds East, along the center of said 33.00 foot road easement a distance of 334.15 feet to the north line of the South 489.40 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 48 minutes 10 seconds East, along said North line of the South 489.40 feet, a distance of 648.18 feet to said East line of the Southeast Quarter of the Southwest Quarter; thence North 0 degrees 42 minutes 15 seconds East, along said East line of the Southeast Quarter of the Southwest Quarter, a distance of 334.54 feet to the point of beginning.
Except that part conveyed to the DNR for trail purposes.

PID 970323400AC0009
That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 51 minutes 31 seconds East, assumed bearing, along the North line of said Southeast Quarter of the Southwest Quarter a distance of 525.00 feet to the point of beginning; thence South 0 degrees 33 minutes 47 seconds West a distance of 525.00 feet to the point of beginning; thence South 0 degrees 33 minutes 47 seconds West a distance of 24.82 feet to the center line of an existing road; thence southeasterly a distance of 164.39 feet, along said center line along a non-tangential curve, concave to the southwest, having a radius of 115.00 feet and a central angle of 81 degrees 54 minutes 13 seconds, the chord of said curve is 152.77 feet in length and bears South 49 degrees 09 minutes 10 seconds East; thence South 7 degrees 32 minutes 00 seconds East along said center line a distance of 145.00 feet; thence South 2 degrees 05 minutes 00 seconds East along said centerline a distance of 240.00 feet; thence South 89 degrees 51 minutes 31 seconds East a distance of 664.44 feet to the East line of said Southeast Quarter of the Southwest Quarter; thence North 0 degrees 42 minutes 15 seconds East along the East line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the Northeast Quarter of said Southeast Quarter of the Southwest Quarter; thence North 89 degrees 51 minutes 31 seconds West along the North line of said Southeast Quarter of the Southwest Quarter a distance of 813.73 feet to the point of beginning.
Except that part conveyed to the DNR for trail purposes.

PID 970323400D00009
That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 525 along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of the Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of the Southeast Quarter of the Southwest Quarter ; thence East 75 feet parallel with the north line of the Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the

west line of the Southeast Quarter of the Southwest Quarter; thence West 75 feet along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning.

PID 970323400B00009
That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 250 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of said Southeast Quarter of the Southwest Quarter; thence East 275 feet parallel with the North line of said Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of said Southeast Quarter of the Southwest Quarter; thence West 275 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning.

PID 970323400AE0009
The Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, EXCEPT that part described as follows:

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 250 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of said Southeast Quarter of the Southwest Quarter; thence East 275 feet parallel with the North line of said Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of said Southeast Quarter of the Southwest Quarter; thence West 275 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning.

AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 525 along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of the Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of the Southeast Quarter of the Southwest Quarter ; thence West 75 feet along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning.

AND EXCEPT:

The North 350 feet of the West 250 feet of said Southeast Quarter of the Southwest Quarter.

AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the east line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement; thence South 2 degrees 05 minutes 00 seconds East, along the center of said 33.00 foot road

easement a distance of 334.15 feet to the north line of the South 489.40 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 48 minutes 10 seconds East, along said North line of the South 489.40 feet, a distance of 648.18 feet to said East line of the Southeast Quarter of the Southwest Quarter; thence North 0 degrees 42 minutes 15 seconds East, along said East line of the Southeast Quarter of the Southwest Quarter, a distance of 334.54 feet to the point of beginning.

AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the East line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement being the point of beginning; thence continuing North 89 degrees 51 minutes 31 seconds West a distance of 673.04 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 33 minutes 47 seconds West along said West line of said Southeast Quarter of the Southwest Quarter a distance of 333.23 feet; thence South 89 degrees 48 minutes 10 seconds East a distance of 688.47 feet to the center of said 33.00 foot road easement, a distance of 334.15 feet to the point of beginning.

AND EXCEPT:

The South 489.4 feet of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, EXCEPT that part conveyed to the DNR for the Paul Bunyan Trail.

PID 970323400E00009
The South 489.4 feet of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, EXCEPT that part conveyed to the DNR for the Paul Bunyan Trail.

PID 970323300AC0009
The Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 6, Township 133, Range 28, EXCEPT the West 200 feet thereof and except the East 175 feet thereof.

PID (none assigned – Paul Bunyan Trail area)
All that portion of the former Burlington Northern Railroad Company right of way as originally located and constructed upon, over and across the Southwest Quarter of Section 32, Township 134, Range 28, Crow Wing County Minnesota, further described in Document Number 431206, which is on file in the office of the Crow Wing County Recorder.

Exhibit A-1

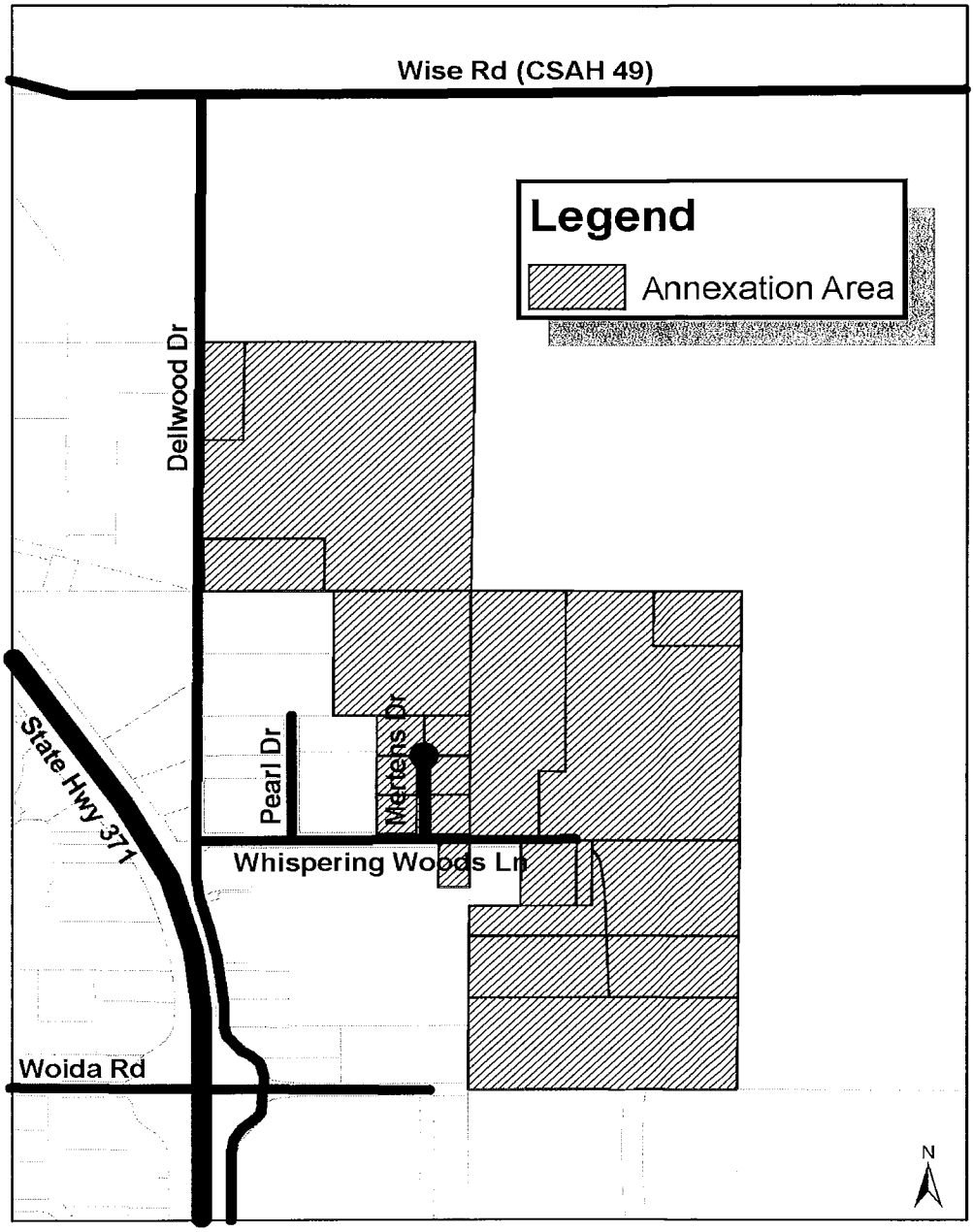

Wise Rd (CSAH 49)
Legend
Annexation Area
Dellwood Dr
Pearl Dr
Mertens Dr
Whispering Woods Ln
State Hwy 371
Woida Rd
N

Exhibit B

CONSTRUCTION COST SHARE AGREEMENT BETWEEN CROW WING COUNTY, THE CITY OF BAXTER AND THE CITY OF BRAINERD FOR IMPROVEMENTS TO DELLWOOD DRIVE BETWEEN NOVOTNY ROAD AND COUNTY STATE AID HIGHWAY (CSAH) 49

This Agreement is made and entered into this day of MAR 0 8 2016, 2016, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", the City of Baxter, Minnesota, a political subdivision of the State of Minnesota, P.O. Box 2626, 13190 Memorywood Drive, Baxter, MN 56425, hereinafter referred to as "Baxter", and the City of Brainerd, Minnesota, a political subdivision of the State of Minnesota, 501 Laurel Street, Brainerd, MN, hereinafter referred to as "Brainerd".

WITNESSETH

WHEREAS, the parties mutually agree that improvements to the above referenced segment of Dellwood Drive to provide a 10-ton rural design with 12' travel lanes and 6' shoulders should be performed, and,

WHEREAS, a portion of Dellwood Drive lies within the city limits of Baxter and Brainerd, with the remainder being a town road in the Unorganized Territory that the County has responsibility for, and,

WHEREAS, Baxter and Brainerd shall be responsible for construction and right-of-way costs within the city limits.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing Dellwood Drive as described in the plans and specifications numbered Crow Wing County Project S.A.P. 018-592-003 on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the "Project").

II. DUTIES

A. Design and Construction

The County shall provide all engineering services for the Project unless otherwise stated in this agreement. Design engineering, construction engineering and contract administration fees in an amount equal to eighteen percent of the applicable party's construction costs, shall be reimbursable from Baxter and Brainerd. The County shall do the calling for all bids and the acceptance of all bid proposals. The County shall perform the right-of-way acquisition services, with Baxter and Brainerd providing reimbursement for the parcels currently within their respective city limits.

B. Inspection and Approval

The County shall provide contract administration, construction inspection, staking and

testing for the Project. Baxter and Brainerd shall also be available to inspect said work and notify the County of any concerns that arise during or after the completion of the Project. Approval of the completed construction by the County shall be final, binding and conclusive upon Baxter and Brainerd as to the satisfactory completion of the construction.

III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated construction costs and shall be so referred to herein. Actual construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost of the Project is $333,457. A grant in the amount of $214,695 has been obtained, making the total estimated local share of the project $118,762. Based upon current municipal boundaries, the County will be responsible for 25% of the local share, Baxter will be responsible for 50% of the local share and Brainerd will be responsible for 25% of the local share. Participation in the construction costs is as follows:

1. Baxter shall pay fifty percent (50%) of all items associated with construction of the project. The estimated cost to Baxter for these items, after applying the grant, is $59,381.

Baxter shall pay an amount equal to 18% of its construction costs without applying the grant. The estimate for this amount is $333,457 x 50% x 18% = $30,011. Baxter shall reimburse the County for right-of-way acquisition on properties currently within Baxter city limits. The estimated cost for this is $8,320. Baxter shall reimburse the County for costs associated with a separate tree clearing project. The estimated cost of this for Baxter is $5,550 x 50% = $2,775.

The total estimated cost for Baxter for the Project is $100,487 as shown in Attachment A. This amount is only an estimate and Baxter agrees to pay its share of actual costs incurred by the County in fulfilling this agreement. Partial and final payments to the contractor shall be made by the County.

2. Brainerd shall pay twenty five percent (25%) of all items associated with construction of the project. The estimated cost to Brainerd for these items, after applying the grant, is $29,691.

Brainerd shall pay an amount equal to 18% of its construction costs without applying the grant. The estimate for this amount is $333,457 x 25% x 18% = $15,006. Brainerd shall reimburse the County for right-of-way acquisition on properties currently within Brainerd city limits. The estimated cost for this is $3,400. Brainerd shall reimburse the County for costs associated with a separate tree clearing project. The estimated cost of this for Brainerd is $5,550 x 25% = $1,388.

The total estimated cost for Brainerd for the Project is $49,484 as shown in Attachment A. This amount is only an estimate and Brainerd agrees to pay its share of actual costs incurred by the County in fulfilling this agreement. Partial and final payments to the contractor shall be made by the County.

3. The County shall pay twenty five percent (25%) of all items associated with construction of the project. The estimated cost to the County for these items, after applying the grant, is $29,691

The County shall fund its own engineering and right-of-way acquisition costs. The County will be responsible for costs associated with a separate tree clearing project. The estimated cost of this for the County is $5,550 x 25% = $1,388.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or Baxter or Brainerd pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, the County will prepare one invoice to be submitted to Baxter and Brainerd. Baxter and Brainerd shall pay the invoice within 30 days of receipt.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement may be terminated by any of the parties only for breach of this Agreement or by mutual consent of the parties.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Engineer of Crow Wing County, 16589 CR 142, Brainerd, Minnesota, 56401, on behalf of the County, the City of Baxter, P.O. Box 2626, 13190 Memorywood Drive, Baxter, MN 56425 on behalf of Baxter, and the City of Brainerd, 501 Laurel Street, Brainerd, MN on behalf of Brainerd.

XI. INDEMNIFICATION

The parties mutually agree to indemnify and hold harmless each other 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.

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

COUNTY OF CROW WING

By: _____
Timothy Bray
Crow Wing County Engineer

Dated: 3/15/16

CITY OF BAXTER

By: _____
Darrel Olson, Mayor
City of Baxter

Dated: 3-7-16

By: _____
Kelly Steele
Assistant City Administrator/City Clerk
City of Baxter

Dated: 3-7-2016

CITY OF BRAINERD

By: _____
Edwin Menk, Mayor
City of Brainerd

Dated: 3-1-16

By: _____
Jim Thoreen, City Administrator
City of Brainerd

Dated: 3-1-16

DELLWOOD DRIVE - NOVOTNY ROAD TO CSAH 49

PROJECT S.A.P. 018-592-003

	1	2		3	3	3
	Total Project Estimate	LRIP Funding	Local Funding	Baxter Costs	Brainerd Costs	FAD Costs (County)
Construction	$333,457	$214,695	$118,762	$59,381	$29,691	$29,691
R/W Costs		$0		$8,320	$3,400	$9,000
Engineering		$0		$30,011	$15,006	$15,006
Clearing	$5,550	$0		$2,775	$1,388	$1,388
TOTAL				**$100,487**	**$49,484**	**$55,084**

Total Estimated Project Costs (const., eng., R/W) $419,749

Notes:

1 - Estimated costs only. Final costs will be determined upon project completion.

2 - Amount of grant used to reduce oveall construction costs. Amount is capped.

3 - Construction and Tree Clearing = 50% Baxter, 25% Brainerd, 25% FAD.

3 - R/W costs = actual acquisition costs.

3 - Engineering = 18% of each agency's construction costs prior to applying the LRIP grant.

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Event/Street Closure Application - 4th of July Red, White, and Boom

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

Attached is an event/street closure application for the Loonfest Red, White, and Boom event planned to be held on the 4th of July, in coordination with Community Action's 4th of July festivities. The request is to close the intersection of S. 7th Street and Laurel Street in downtown Brainerd to host a music concert, beer and food vendors. The application indicates closure beginning at 7 a.m. on the 4th to allow for set up and extending until midnight for tear down and clean up. Music is intended to occur roughly between 7 p.m. and 10 p.m.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached is a list of recommended conditions of approval from City staff. These conditions were discussed with the event organizer at a recent meeting.

RECOMMENDED ACTION/MOTION

Motion to approve the special event/street closure application for Loonfest Red, White, and Boom with the conditions included in the attachment.

FINANCIAL IMPACT

N/A

SPECIAL EVENT APPLICATION

Date of Application: _____

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

Type of event:
- ☐ Event – City Parking Lot
- ☒ Event with Street Closure
- ☐ Event – City Park
- ☐ Other _____

Name of event: Loonfest Red White and Boom

Organizer Information

Organizer's Name: Ron Beattie & Devon Walstead

Organizer's Address: Devon Walstead

Event Contact Person: Devon walstead / Ron BeattiE

Event Contact Daytime Phone: 218-838-3555 / 218-251-8204

Event Contact E-mail Address: Devonwalstead@gmail.com · RBeattie1@msn.com

Contact Name/Number Day of Event: Devon - 218-838-3555 / RonBe - 218-251-8204

For Profit/Nonprofit Status (type): For profit Benifitting none profit

Applicant information (if different from the event organizer):

Applicant Name: Devon walstead

Applicant Address: 707 Laurel St Basement

Applicant Phone: 218-838-3555

Applicant E-mail Address: Devon walstead

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
7-4-26	7pm	10pm	Music start / Stop Music
7-4-26	9 AM	12. AM	Set up and Tear Down

☐ Recurring event (requires only one application submittal per year)

Event locations *(all dimensions are parking lot usable space estimates)*:

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

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:

Vendors Stage Band's Music Beer tents
food Trucks

Site Information

Electrical usage ☑ Yes ☐ No

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

Se'z electric/Rented Generator

Amplified Sound ☑ Yes ☐ No

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

music starts after parade to 10:00 pm.

Restrooms provided ☑ Yes ☐ No

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

Company contracted for restrooms: TBT -

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

Signs, banners, and/or posters/flyers ☑ Yes ☐ No

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

outside of Se'z & flyers around town

Trash Receptacle Disposal ☐ Yes ☐ No

Company contracted for trash receptacle disposal: _____

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A $100/day security deposit for publicly owned spaces ONLY is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

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

See Sight map

Date and time for beginning of street closures: 7-4-26 7 Am to midnight

Date and time for reopening of streets: 7-5-26 1- Am

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.

We will Be Leaving side walks open and [redacted] ADA Guidlines

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.

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			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support	X			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	X			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	x			May be required before issuing a permit.
Sign/banner Permits	X			Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit	X			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

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

Devon Walstead

Print Name

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

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

_____

_____

_____

_____

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):

_____

_____

_____

_____

Beer Tents | Sound Tent | Vendors | Street Closure | Security | Fencing

LoonFest 4th of July Event Application

Departmental Conditions

Police Department:

- Hire a minimum of 2 police officers during the following dates/times:
  1) 7 p.m. – 10 p.m.
  2) Hourly Rate for police officers: $88.95 per hour
  3) In the event of an incident directly related to the event that requires off-duty Brainerd police officers to be called in for assistance, the event promoters will be held financially responsible for the cost of those officers. Cost would include the overtime rates for off-duty officers.

Fire Department:

- Crowd managers
  - Per MN State Fire Code: If more than 1,000 people attending the event in a fenced off or controlled access area, not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering.
  - Exceptions:
    - Outdoor events with fewer than 1,000 persons in attendance shall not require crowd managers.
- Food Trucks
  - All food trucks will need to complete a Fire Department Inspection/Permit for Mobile Food Vendors application by 1 p.m. on Friday, 7/3/2026.
- Temporary Tents
  - Areas over 400 square feet (or 700 sq ft if open on all sides) require a permit and inspection.

Administrative Department:

- Provide Certificate of Insurance prior to event to tgage@ci.brainerd.mn.us
- Temporary On-Sale Liquor License/Extension of Premise
  - Application received by Friday, 5/29/2026
  - Option 1 - **Extension of premise:** needs to be compact and contiguous to the existing bar. The fenced off area needs to include access to the licensed premise, which is SE'Z.
    - If they are not connected, it's not contiguous, so no extension of premise would be allowed.

        - If it is connected, will need to have insurance coverage extended to cover the extension of premise. Provide an updated Certificate of Insurance (COI) from his existing insurance company showing that they'll cover the fenced area.
    - Option 2 - **Temporary on sale:** If the location is determined to not be compact and contiguous to SE'Z, then a temp on sale application needs to be submitted by a non-profit to take out the liquor license for the event. The non-profit **is** allowed to contract with a holder of an on-sale license for liquor service, but the actual liquor license is in the non-profit's name and is their responsibility.

Public Works Department:

- Provide notice to adjacent businesses and residents at least one week prior to event.
- Contact Street Department at least 1 week prior for street closure materials: 218-513-4412.
- Provide sufficient supplemental garbage receptacles for the event, pick-up must be completed by end of business Monday, 7/6/2026.

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Imp 25-05 - Southeast Brainerd Reconstruction - Right-of-Way Description Proposal

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

Attached to this item is a proposal from Bolton & Menk to provide additional services to provide legal description for right of way on Laurel Street in the amount of $925. As part of Improvement 25-05 - Southeast Brainerd Reconstruction Project, the segment of Laurel Street between 17th and 18th Street is planned to be improved. The current roadway exists on Northern Pacific Center property under a prescriptive easement. Staff has been coordinating with Mike Higgins on the goal of formalizing the permanent roadway easement for this segment of Laurel Street. He has been supportive of this effort.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached is the right of way exhibit that shows the area proposed to be described by Bolton & Menk. The legal description would be utilized to prepare a permanent easement for presentation to Mike Higgins for approval. Staff would return to the City Council to approve the easement for recording purposes.

RECOMMENDED ACTION/MOTION

Motion to approve the proposal from Bolton & Menk for legal description services in the amount of $925.

FINANCIAL IMPACT

$925

BOLTON & MENK
Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

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

February 19, 2026

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

RE: 2026 Southeast Brainerd Reconstruction Project
Laurel Street Right-of-Way Survey Proposal
City Improvement 25-05

Dear Jessie,

As part of the 2026 Southeast Brainerd Reconstruction Project Laurel Street from 17th Street SE to 18th Street SE will be reconstructed with watermain replacement, curb and gutter, and bituminous paving. We understand the existing street is located on Northern Pacific Center, Inc. property and you are requesting the preparation of a legal description and exhibit to assist in acquiring right-of-way from Northern Pacific Center, Inc. for this block.

We propose to prepare the legal description and exhibit in the not-to-exceed amount of $925.

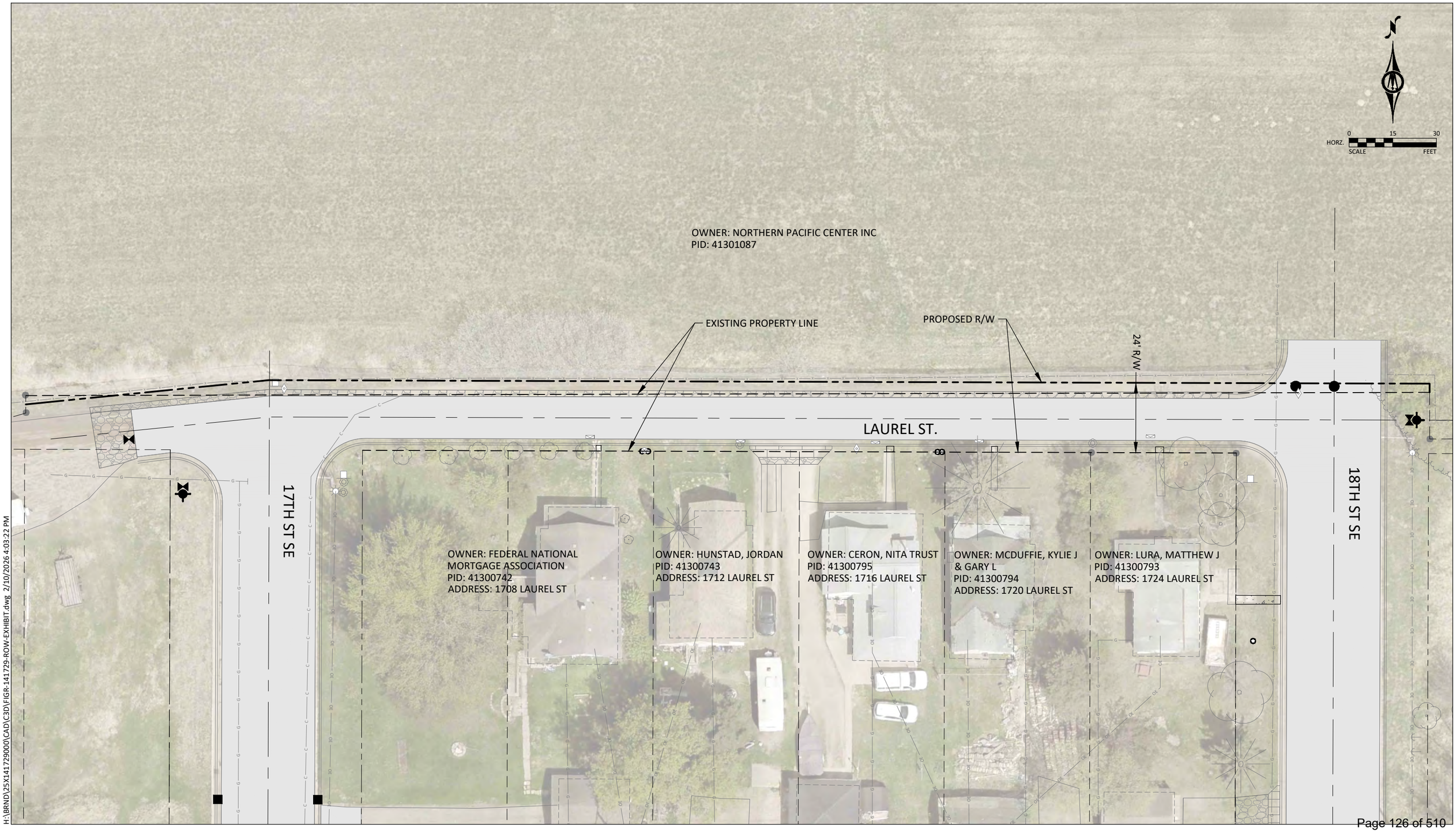
We appreciate the opportunity to provide our proposal for professional services. If you have any questions or need additional information, please contact me at 218-821-5242.

Sincerely,
Bolton & Menk, Inc.

Bryan G. Drown

Bryan G. Drown, PE
Municipal Project Manager|Associate

Bolton & Menk is an equal opportunity employer.



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City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Construction Observation and Testing Contract - SEH - Voyageur Heights Development Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Attached is a proposal from SEH (in coordination with Braun Intertec) to perform Construction Observation and Materials Testing services on the Voyageur Heights development project. As part of the Development Agreement, Keupers Construction is responsible to hold a cash escrow to cover engineering expenses to certify the infrastructure intended to be turned over to the City is built according to plans and city standards. The costs for the proposal is a total of $74,200.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The City would be invoiced for this work from SEH. We would then reimburse ourselves using the escrow provided by Kuepers Construction.

RECOMMENDED ACTION/MOTION

Motion to approve the proposals from SEH in the total amount of $74,200 for the Voyageur Heights project.

FINANCIAL IMPACT

$74,200 (funded by Developer)

Building a Better World for All of Us®

February 25, 2026

RE: City of Brainerd
Voyageur Heights Development
SEH No. BRDMN P-190251

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

Dear Mr. Dehn:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this proposal to the City of Brainerd to provide construction observation and testing services associated with the Voyageur Heights Development project.

PROJECT UNDERSTANDING

The project includes construction of new City infrastructure to serve a planned multi-family residential development near Greenwood Street between Woodland Hills Lane and MN Trunk Highway 371B. Work includes installing sanitary sewer, watermain, storm sewer, and completing roadway construction along Voyageur Drive. Additional improvements include extending a sanitary sewer main to Woodland Hills Lane, constructing a new lift station, and installing a trenchless watermain along Greenwood Street to minimize surface impacts.

The following work plan provides a detailed description of the services being proposed.

SCOPE OF WORK

Task 1: Construction Observation Support

This task will provide overall project management and construction observation services (i.e. Resident Project Representative; RPR) to document conformance to the Contract Documents. Specific tasks included are:

1. Provide project management and administration
   a. Monitor project costs, budget, and schedule.
   b. Maintain communications with the City of Brainerd and project team through project meetings and written communication.
   c. Prepare monthly invoices
2. Provide part-time field observation of the following items:
   a. Traffic control
   b. Clearing and grubbing
   c. Pavement markings and signage
   d. Restoration and project clean up
3. Provide full-time field observation of the following items:
   a. Sanitary sewer, including one lift station

b. Watermain (open trench and directional drilling)
c. Storm sewer
d. Aggregate base
e. Roadway Embankment
f. Concrete placement
g. Bituminous pavement

4. Document daily work activities for conformance to the plans and specifications.
5. Review Contractor material submittals and shop drawings for compliance with the plans and specifications.
6. Observe and document testing procedures and results.
7. Assist the City with the final walkthrough.

Task 2: Construction Materials Testing Services

We will subcontract with a geotechnical firm to conduct the necessary grading & base, concrete, and bituminous construction materials sampling and testing for the project. The assumed scope is based on the 2025 SALT MnDOT Schedule of Materials Control, the current project scope assumptions, and attached work plan and fee from Braun Intertec.

PROJECT TEAM

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

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

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

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

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

Paul Bremer – Construction Representative
With 7 years of construction observation experience, Paul will oversee daily site coordination and maintain detailed project documentation. His proven track record of supporting successful projects with the City of Brainerd and multiple agencies, combined with his attention to detail and hands-on expertise, enables effective and accurate reporting of field activities.

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

- *Additional staff is available to provide support as needed.*
- ***Detailed resumes are available upon request***

FEE ESTIMATE

SEH's estimated total cost for providing the services described in the work plan included with our proposal is **$74,200.00**. Enclosed are the SEH team's detailed cost breakdown (breakdown of hours, hourly rates, direct expenses, and subconsultant services). This fee estimate has been prepared in accordance with the City of Brainerd's request for proposal and reflects our current understanding of the project scope and requirements.

Assumptions and Exclusions:

- The estimate is based on the scope of work outlined in the proposal.
- Additional services beyond the defined scope can be provided upon request.
- This proposal includes an allowance of up to 371 hours for construction observation services.
- Assumes up to nine (9) weeks of attendance at weekly progress meetings.
- Assumes forty five (45) 8-hour days of construction observation during active utility and roadway construction in the 2026 construction season.
- Materials testing to follow 2025 SALT Schedule. Types and number of tests, and site visits assumed necessary for this project are as shown on the attached Braun Intertec scope of work. Excludes retesting.

Contingencies:

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

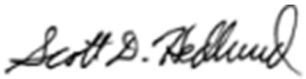
SUMMARY

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

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Shane Murphy
Project Manager



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

Voyageur Heights Development

Construction Observation and Testing Services

Work Plan Summary and Fee Estimate

City of Brainerd, MN

February 2026

WORK TASKS	Quality Assurance Manager Cory Ascheman	Project Manager Shane Murphy	Construction Representative Paul Bremer	SEH TOTAL HOURS	TASK SUBTOTAL LABOR COST
1.0 Construction Observation Support	7	51	371	429	$52,980.00
2.0 Construction Material Testing Services (subconsultant)					
Total Project Hours	7	51	371	429	$52,980.00
Average Rates	$235	$170	$115		

Total Labor Cost	$52,980.00
Reimbursable Expenses	$1,478.00
Total SEH Fee	$54,458.00
Subconsultant (Construction Materials Testing)	$19,742.00
TOTAL PROJECT COST	**$74,200.00**

Voyageur Heights Development

Construction Observation and Survey Services
Estimated Reimburseable Direct Costs
City of Brainerd, MN
February 2026

SEH, INC.					
TRAVEL EXPENSES	NUMBER OF TRIPS	MILES / TRIP		TOTAL MILES	
RPR On Site / Local to Local Trips	45	15		675	
Project Manager Site Visits / Field Trips	10	15		150	
Subtotals:				825	
ESTIMATED MILEAGE COSTS:	$0.720	per mile			**$594**
Computer Expenses (in OH mulitplier)	0			$0	**$0**
Survey Equipment (per hour)	0	$	42.00	$0	**$0**
Construction Observer Survey Equipment (per hour)	0	$	15.00	$0	**$0**
Construction Observer Daily Vehicle Allowance (per day)	45	$	16.00	$720	**$720**
Miscellaneous Expenses					**$164**
TOTAL ESTIMATED DIRECT REIMBURSEABLE COSTS					**$1,478**

BRAUN INTERTEC
the science you build on

Fee Estimate
10008068_001
Voyageur Heights Development

Client:
Short Elliott Hendrickson, Inc.
Scott Hedlund
3535 Vadnais Center Dr
Saint Paul, Minnesota 55110-5108
(612) 865-3509

Work Site Address:
Voyager Drive
Woodland Hills Lane
Greenwood Street SW
Brainerd, Minnesota 56401

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Laboratory Testing			**$4,881.00**
Soil Proctor MD Relationship (Standard) ASTM D698 each	8.00	216.00	$1,728.00
Aggregates Sieve Analysis ASTM C136 each	2.00	196.00	$392.00
Aggregate Percent Crushed ASTM D5821 each	1.00	111.00	$111.00
Concrete Compressive Strength Cylinders ASTM C39 each	24.00	45.00	$1,080.00
MnDOT Verification Without Percent Crush & FAA	2.00	785.00	$1,570.00
Subtask 1.2: Soils			**$5,987.00**
Soil Compaction Testing - Nuclear - Nuclear Gauge Testing	26.00	102.00	$2,652.00
Soil Compaction Testing - Non Nuclear - DCP Testing	3.50	102.00	$357.00
Soil Sample pick-up	6.00	102.00	$612.00
Nuclear moisture-density meter charge, per hour	26.00	36.00	$936.00
Trip Charge	13.00	110.00	$1,430.00
Subtask 1.3: Concrete			**$3,736.00**
Concrete Testing	16.00	102.00	$1,632.00
Concrete Cylinder Pick Up	12.00	102.00	$1,224.00
Trip Charge	8.00	110.00	$880.00
Subtask 1.4: Pavement			**$832.00**
Field Technician II - Bituminous Sample pick-up	6.00	102.00	$612.00
Trip Charge	2.00	110.00	$220.00
Subtask 1.5: Project Management			**$2,511.00**
Project Manager	7.00	198.00	$1,386.00
Project Control Specialist I	3.00	164.00	$492.00
Project Assistant	4.00	102.00	$408.00
Senior Engineer	1.00	225.00	$225.00
Task 1 Total:			**$17,947.00**
Project Total			**$17,947.00**

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Direction on Active Code Enforcement

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

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

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached is the case file for:

PID 41191502 Zoning Code Violations

Section 320, action that could be taken against this property include:
1) Continue administrative citations for an amount determined by the City Council
2) Abatement of the offense (depending on the type of offense)
3) Legal action (at the recommendation of the City Attorney depending on the type of offense)
4) Cease corrective action

RECOMMENDED ACTION/MOTION

Motion to tow the trailer weather dependent.

FINANCIAL IMPACT

N/A

MEMO

TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: March 2nd, 2026

RE: Recommendation for Active Code Enforcement Case

Staff recommend the following action for the active code enforcement case brought before the City Council:

- **Parcel ID# 41191502 – Zoning Code Violation - repeat violator**
    - Received one (1) Notice of Violation 01/12/26 and three (3) Citations
    - First Citation 01/23/26 – Third Citation 02/13/26
    - $600 in open citations

Staff recommend towing the trailer weather dependent.

Running Summary of Actions Taken

1) **823 Willow St** – Unlicensed Rental - Issuing $300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to $100 per day citation.
2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a $300 citation each month until roof is corrected. Working with City Attorney
3) **PID 41191502** – Exterior Structure – Issuing a $300 citation each month until corrected.
4) **401 Holly St** – Fence – Issuing a $300 citation each month until corrected.
5) **113 Washington St NE** – Residing in a commercial business – Issuing $100 per day until corrected.
6) **320 4th St N** - $300 citation every 10 days until fence is corrected.

January 12, 2026

GOODRICH, WALLACE D
14639 RIDGEWAY RD
CROSSLAKE, MN 56442

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

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

Property Address:
Real Estate Code: 41191502

Violation: Zoning Code Violation
Ordinance: Section 515-3-34
Description: Recreational Vehicle Storage and other Temporary Vehicles
E. Storage on Vacant Lots. In all residential and commercial zoning districts, a vacant noncontiguous lot or parcel shall not be used for storage or parking.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 01/22/2026

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

1st Citation - $100.00 | 2nd Citation - $200.00 | 3rd Citation - $300.00

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

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

Respectfully,
By Order of:
THE CITY OF BRAINERD

01/12/2026 14:12

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

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN26-0019

Date of Violation: 01/23/2026 Parcel ID: 41191502

Violator(s): GOODRICH, WALLACE D
14639 RIDGEWAY RD
CROSSLAKE, MN 56442

Location/Address of Violation:

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-3-34	Zoning Code Violation	$100.00

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

Citation Amount Due: $100.00 **Payment Due By: 30 Days from Date of Violation**

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

Re-inspection Date: 02/02/2026

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

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

Representative: Jason Stockinger, Building Inspector Date: 01/23/2026

Representative's Signature: (served via first class mail)

Haulmark
01/23/2026 10:56

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

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN26-0019

Date of Violation: 02/02/2026 Parcel ID: 41191502

Violator(s): GOODRICH, WALLACE D
14639 RIDGEWAY RD
CROSSLAKE, MN 56442

Location/Address of Violation:

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-3-34	Zoning Code Violation	$200.00

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

Citation Amount Due: $200.00 **Payment Due By: 30 Days from Date of Violation**

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

Re-inspection Date: 02/12/2026

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

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

Representative: Jason Stockinger, Building Inspector Date: 02/02/2026

Representative's Signature: (served via first class mail)

02/02/2026 10:21

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

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN26-0019

Date of Violation: 02/13/2026 Parcel ID: 41191502

Violator(s): GOODRICH, WALLACE D
14639 RIDGEWAY RD
CROSSLAKE, MN 56442

Location/Address of Violation:

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-3-34	Zoning Code Violation	$300.00

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

Citation Amount Due: $300.00 **Payment Due By: 30 Days from Date of Violation**
Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 02/23/2026
For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.
Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

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

Representative: Jason Stockinger, Building Inspector Date: 02/13/2026

Representative's Signature: (served via first class mail)

Haulmark
02/13/2026 14:09

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Designate Statewide Affordable Housing Aid (SAHA) Funds

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Administration

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

The City received $96,242 in December 2024 from the Statewide Affordable Housing Aid. The Aid is meant to help counties, tribal governments, and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions. At the January 20, 2026 City Council meeting, Council authorized staff to advertise for the remaining balance of $34,484 from 2024 along with the additional $40,121 received in 2025 for a total of $74,605. Proposals for SAHA funds were due by February 20th, 2026. Staff have attached a document from Minnesota Housing and the MN Department of Revenue that outlines eligibility requirements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The City has received two proposals for the City's available Statewide Affordable Housing Aid. Both parties and proposed projects are eligible to receive the funds based on the State's requirements.

My Neighbor to Love Coalition requests $74,605 in Statewide Affordable Housing Aid. Any funds awarded from Statewide Affordable Housing Aid would go toward the construction costs of Phase 3 of the Creekside Community Development.

Lakes Area Habitat for Humanity requests $74,605 in Statewide Affordable Housing Aid. The funding would go toward the construction of two homes in the City of Brainerd.

RECOMMENDED ACTION/MOTION

Staff recommend the City Council review both proposals and consider distribution of the 2024 and 2025 SAHA funds.

FINANCIAL IMPACT

N/A

January 27, 2026

James Kramvik
Community Development Director

Dear Mr. Kramvik,

The purpose of this letter is to respectfully request the $74,605 available in Statewide Affordable Housing Aid. Affordable housing remains a crucial need for the Brainerd area, particularly for those households with low incomes. My Neighbor to Love Coalition (MNTLC) continues to work to solve this problem by building housing units for people who cannot afford available rental housing. We would apply any funding received to the construction costs of Phase 3 of our Creekside Community Development.

According to the Minnesota Department of Revenue, the "Statewide Affordable Housing Aid helps counties, Tribal nations, and greater Minnesota local governments develop and preserve affordable housing within their jurisdiction to keep families from losing housing and to help those experiencing homelessness find housing." It goes on to say qualifying projects include: "Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing." This is exactly what we are doing and we are a perfect fit for what this funding is intended. Our project is also prioritized being we provide housing to households whose incomes do not exceed 50% of the area median income (AMI) and many of our units are rented to households with incomes below 30% AMI.

Our Creekside Community Development in Brainerd is in its third year and growing. We currently have brought 35 households out of homelessness, including 10 families with children. MNTLC is adapting the Community First/Full Community model to the Lakes area because of its nearly 20 years of proven success, including a 60% reduction in alcoholism and 80% reduction in drug addiction among residents. A primary measure of success for programs seeking to end homelessness is residents staying housed. To date, we have only had two units turn over and the rest have remained successfully housed.

The model believes in the power of belonging to ignite hope, and the effectiveness of supportive resources to transform lives in the context of community. At Creekside, our residents have formed friendships, participate in neighbor meetings, and are learning the dignity of work. They have opportunities to earn service credits by helping care for the property and serve their community. We have residents connecting with supportive resources for the first time including inpatient therapy for substance abuse, career force classes, and money management mentoring. Residents are also finding employment and exploring career options through college and career training.

We have been dismissed the past two times we have applied for this funding and ask the City Council to notice and value the good work we are doing for our community. We appreciate your consideration in this matter

Thank you,
Vicky Kinney
Vicky Kinney
Executive Director

P.O. BOX 581, NISSWA, MN 56468 • 218-821-7875 • INFO@MNTLC.ORG • MNTLC.ORG

Lakes Area Habitat for Humanity®

Promoting strength, self-reliance, and stability through shelter in Cass, Crow Wing, Hubbard and Wadena Counties

February 3, 2026

James Kramvik
501 Laurel Street
Brainerd, MN 56401

RE: SAHA funding

Lakes Area Habitat For Humanity requests consideration of funding from the current SAHA funding allocation. We respectfully request the full funding amount of $74,605.

Previous funding provided critical funding to build homeownership homes in Brainerd including a fully handicap adapted home (11 year old daughter who uses a motorized chair gained independence including being able to care for herself in the bathroom/shower alone for the first time in her life).

Over the 35 years of Habitat work in the area, LAHFH completed 41 homes in Brainerd, mostly on in-fill lots with the highest concentration in SE Brainerd, a section of the community dominated by rental housing.

Our plans in 2026: 2 homes in Brainerd including one on 10th St SE and one on 13th Ave NE. Preliminary plans for 2027 include 2 more homes in Brainerd (8th Ave NE and B Street).

Thank you for your support of the Habitat For Humanity program. We are grateful to be partners in improving our community and to be providing affordable homeownership to our community.

Respectfully submitted,

Kevin Pelkey

Kevin Pelkey, Executive Director

P.O. Box 234 · Brainerd, MN 56401
Phone: 218.828.8517 Fax: 218.825.4867 Web: lakesareahabitat.org

Statewide Affordable Housing Aid

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

Open All [+] Close All [-]

About the Program

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

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

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

2026 Certification

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

Counties - 2026 Statewide Affordable Housing Aid Amounts

Cities - 2026 Statewide Affordable Housing Aid Amounts

Summary of 2026 Statewide Affordable Housing Aid

2025 Certification

Tribal nations - 2025 Statewide Affordable Housing Aid Amounts

Counties - 2025 Statewide Affordable Housing Aid Amounts

Cities - 2025 Statewide Affordable Housing Aid Amounts

Summary of 2025 Statewide Affordable Housing Aid

2024 Certification

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

Counties - 2024 Statewide Affordable Housing Aid Amounts

Cities - 2024 Statewide Affordable Housing Aid Amounts

Summary of 2024 Statewide Affordable Housing Aid

2023 Certification

Tribal nations - 2023 Statewide Affordable Housing Aid Amounts

Counties - 2023 Statewide Affordable Housing Aid Amounts

Cities - 2023 Statewide Affordable Housing Aid Amounts

Summary of 2023 Statewide Affordable Housing Aid

Use of Aid

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

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

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

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

Qualifying Projects

Qualifying projects include:

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

Go to the Minnesota Housing Local and Statewide Affordable Housing Aid page for more information about qualifying projects.

Affordability Requirements

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

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

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

Priority may be given to projects that:

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

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

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

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

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

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

    - Include at least one roll-in shower

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

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

Reporting to Minnesota Housing

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

Go to the Minnesota Housing Local and Statewide Affordable Housing Aid page for more information about reporting.

Tribal Nation Application

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

Eligible Tribal nations may choose to receive aid by:

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

Questions?

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

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

462A.39 WORKFORCE HOUSING DEVELOPMENT PROGRAM.

Subdivision 1. **Establishment.** The commissioner of Minnesota housing finance shall establish a workforce housing development program to award grants or deferred loans to eligible project areas to be used for qualified expenditures. Grants or deferred loans authorized under this section may be made without limitations relating to the maximum incomes of the renters.

Subd. 2. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Eligible project area" means a home rule charter or statutory city located outside of a metropolitan county as defined in section 473.121, subdivision 4; federally recognized Tribal reservations; or an area served by a joint county-city economic development authority.

(c) "Joint county-city economic development authority" means an economic development authority formed under Laws 1988, chapter 516, section 1, as a joint partnership between a city and county and excluding those established by the county only.

(d) "Market rate residential rental properties" means properties that are rented at market value, including new modular homes, new manufactured homes, and new manufactured homes on leased land or in a manufactured home park, and may include rental developments that have a portion of income-restricted units.

(e) "Qualified expenditure" means expenditures for market rate residential rental properties including acquisition of property; construction of improvements; and provisions of loans or subsidies, grants, interest rate subsidies, public infrastructure, and related financing costs.

Subd. 3. **Application.** The commissioner shall develop forms and procedures for soliciting and reviewing application for grants or deferred loans under this section. At a minimum, a city must include in its application a resolution of its governing body certifying that the matching amount as required under this section is available and committed.

Subd. 4. **Program requirements.** (a) The commissioner must not award a grant or deferred loans to an eligible project area under this section until the following determinations are made:

(1) the average vacancy rate for rental housing located in the eligible project area, and in any other city located within 15 miles or less of the boundaries of the area, has been five percent or less for at least the prior two-year period;

(2) one or more businesses located in the eligible project area, or within 25 miles of the area, that employs a minimum of 20 full-time equivalent employees in aggregate have provided a written statement to the eligible project area indicating that the lack of available rental housing has impeded their ability to recruit and hire employees; and

(3) the eligible project area has certified that the grants or deferred loans will be used for qualified expenditures for the development of rental housing to serve employees of businesses located in the eligible project area or surrounding area.

(b) Preference for grants or deferred loans awarded under this section shall be given to eligible project areas with less than 30,000 people.

(c) Among comparable proposals, preference must be given to projects with a higher proportion of units that are not income-restricted.

Subd. 5. **Allocation.** The amount of a grant or deferred loans may not exceed 50 percent of the rental housing development project cost. The commissioner shall not award a grant or deferred loans to an eligible project area without certification by the eligible project area that the amount of the grant or deferred loans shall be matched by a local unit of government, business, nonprofit organization, or federally recognized Tribe, with $1 for every $2 provided in grant or deferred loans funds.

Subd. 6. **Report.** Beginning January 15, 2018, the commissioner must annually submit a report to the chairs and ranking minority members of the senate and house of representatives committees having jurisdiction over taxes and workforce development specifying the projects that received grants or deferred loans under this section and the specific purposes for which the grant funds were used.

History: *2017 c 94 art 11 s 7; 2023 c 37 art 4 s 14,15; 2024 c 127 art 15 s 22*

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Use of City Hall Annex for Friends of the Library

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Staff was approached regarding a request by the Friends of the Library (FOL) to utilize the first floor of the city hall annex building. Staff met with FOL and provided a tour of the building. Staff did advise that some mechanical work is currently being completed but that the work would not address superficial or aesthetic items (i.e. paint, trim, etc.). FOL indicated that they are interested in utilizing the space as-is, if available. They are requesting use of the 1st floor in its entirety for book donations and sales and would prefer a zero-dollar lease. FOL members would be in the space one day a week and hosting book sales approximately once a month.

Staff collected information regarding the potential impacts if the building were back in use. See below.

- (1) The building is listed as vacant on the city's insurance coverage. The building would not be considered vacant and would have to have this classification removed. However, this would not affect the insurance premium.
- (2) Fixtures such as plumbing would have to be turned back on. This would require minimal effort.
- (3) Terms of use by FOL would have to be determined and agreed upon, such as:
    - Lease cost
    - Utilities (electric, water, gas, garbage)
    - Cleaning / maintenance
    - Term

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Below is some historical lease data when it was last leased by the Driver License Office (DLO) for a 3-year term.

- Year 1 (11/2019 - 10/2020) = $14.96 / sq ft
- Year 2 (11/2020 - 10/2021) = $15.41 / sq ft

- Year 3 (11/2021 - 10/2022) = $15.87 / sq ft

Electrical and water usage was higher during DLO occupancy. However, the use by DLO varied compared with the FOL proposition due to days/hours of occupancy proposed.

RECOMMENDED ACTION/MOTION

Motion to prepare lease terms with the Friends of the Library for presentation to the City Council for approval.

FINANCIAL IMPACT

N/A

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Retirement - Police Chief John Davis

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator, Brittney Kummet, HR Director

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE

Police Chief John Davis has submitted his retirement notice with his last working day being April 30, 2026. Staff recommends accepting his retirement and to authorize Staff to conduct an internal hiring process to backfill the position.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached is an updated job description. A redlined version is attached depicting the recommended changes.

RECOMMENDED ACTION/MOTION

Motion to accept the retirement of Police Chief John Davis effective April 30, 2026; to approve the updated Police Chief job description as presented; and to authorize staff to conduct an internal hiring process to backfill the position.

FINANCIAL IMPACT

N/A

Police Chief

Department: Police FLSA Status: Exempt

General Definition of Work

Perform complex advanced protective services and administrative work managing and directing activities of the police department including planning, organizing, directing and supervising law enforcement, investigation and crime prevention programs and services of the City, coordinating work with City Administrator and other departments, maintaining records, preparing reports, setting policies and goals, and related work as required. The Police Chief shall exercise general, technical, and administrative supervision over all departmental employees either directly or indirectly through subordinate supervisory staff. The Police Chief shall report to the City Administrator.

Qualification Requirements

Employee shall perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodation may be made for individuals with disabilities to enable them to perform their essential functions.

Essential Functions

- Plan, program, direct and evaluate the operation of the department.
- Develop annual budget proposals and control budgeted expenses for the department.
- Formulate and implement department policy, procedures, rules, regulations and programs.
- Prepare and review operational and administrative reports for the department.
- Supervise maintenance of records and materials associated with department activities or administration.
- Make periodic public addresses; meet with the news media for interviews.
- Coordinate and cooperate with other public safety agencies.
- Attend meetings and serve on committees, boards and agencies related to promoting crime prevention and improving public safety issues.
- Supervise all Police Department staff directly or indirectly through supervisors including training, inspecting and assigning work, developing staff schedules, coaching, and counseling; conducts performance evaluations; discipline when needed in accordance with city policies; oversee and/or participate in the selection of employees; recommend hiring and terminating personnel to the City Administrator with final determination by the City Council.
- Under the direction and/or authority of the City Administrator, oversee all Police Department personnel policies and actions, oversee and/or participate in the selection of employees; evaluates employees and determine staffing and structure needs.
- Evaluate potential projects, programs, and services to determine feasibility and impact on department operations and make recommendations to Council.
- Research and prepare information for the City Council and attend meetings as required.
- Respond to concerns, issues, complaints, and questions from the public and employees; mediate disputes and resolve issues as appropriate.
- Perform Deputy Coroner functions at initial death scene investigations when required.
- Oversee Department training program to ensure proper training and certification of departmental personnel.
- Establish and maintain effective community relations including speaking at various engagements and working with school officials, civic and business groups, and residents.
- Coordinate assignment of staff to special functions and projects.

Essential Functions (Continued)

- Prepare and review crime and accident reports and activity and analyze data for trends throughout the city.
- Manage major crime scenes and police activities; supervise internal police investigations.
- Performs all police officer duties.
- Perform other duties as assigned.

Knowledge, Skills and Abilities

- Comprehensive knowledge of the laws, rules, statutes, and court decisions relating to the administration of criminal justice, law enforcement and the administration of public safety.
- Comprehensive knowledge of scientific methods of crime detection, criminal identification, arson investigation and evidence detection and collection, and radio communication.
- Comprehensive knowledge of controlling laws and ordinances.
- Thorough knowledge of the geography of the city.
- Demonstrated ability to lead and direct the activities of department personnel.
- Ability to evaluate the effectiveness of the public safety operations and to institute improvements.
- Ability to prepare and review reports.
- Resourcefulness and sound judgment in emergencies; demonstrated integrity; tact.
- Ability to operate computer including some knowledge of applicable software packages.
- Ability to establish and maintain effective working relationships with other City officials, public safety agencies, associates and with the general public.
- Strong interpersonal, oral, and written communications skills.
- Leadership includes problem solving and decision making.

Education, Experience and Special Requirements

- Associates/Technical degree with coursework in law enforcement, criminal justice, or related. Bachelor's degree preferred.
- Minimum of seven (7) years of police experience is required, of which at least two (2) years shall be experience as a police supervisor.
- Possession of an appropriate driver's license valid in the State of Minnesota.
- Minnesota Peace Officer License or eligibility to be licensed prior to employment.
- Maintains Minnesota POST requirements.

Physical Requirements

Work requires regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of over 100 pounds of force. Duties regularly require sitting and using hands to finger, handle or feel, frequently requires speaking or hearing and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, tasting or smelling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, wearing a self-contained breathing apparatus and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

Last Revised: February 24, 2026

Police Chief

Department:- Police ~~FLSA~~ FLSA Status: Exempt

General Definition of Work

Perform~~#s#~~ complex advanced protective services and administrative work managing and directing activities of the ~~*p*#P#~~olice department including planning, organizing, directing and supervising law enforcement, investigation and crime prevention programs and services of the City, coordinating work with City Administrator and other departments, maintaining records, preparing reports, setting policies and goals, and related work as required. *The Police Chief shall exercise general, technical, and administrative supervision over all departmental employees either directly or indirectly through subordinate supervisory staff. The Police Chief shall report to the City Administrator.*#~~Exercises general and administrative supervision over all Police Department employees either directly or through supervisory staff.~~#

Qualification Requirements

Employee shall perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodation may be made for individuals with disabilities to enable them to perform their essential functions.

~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.#~~

Essential Functions

- Plan~~#s#~~, program~~#s#~~, direct~~#s#~~ and evaluate~~#s#~~ the operation of the department.
- Develop~~#s#~~ annual budget ~~#proposal#~~*proposals* and control~~#s#~~ budgeted expenses for the department.
- Formulate~~#s#~~ and implement~~#s#~~ department policy, procedures, rules, regulations and programs.
- Prepare~~#s#~~ and review~~#s#~~ operational and administrative reports for the department.
- Supervise~~#s#~~ maintenance of records and materials associated with department activities or administration.
- Make~~#s#~~ periodic public addresses; meet~~#s#~~ with the news media for interviews.
- Coordinate~~#s#~~ and cooperate~~#s#~~ with other public safety agencies.
- Attend~~#s#~~ meetings and serve~~#s#~~ on committees, boards and agencies related to promoting crime prevention and improving public safety issues.
- Supervise~~#s#~~ all Police Department staff directly or indirectly through supervisors including training, inspecting and assigning work, developing staff schedules, coaching, and counseling; conducts performance evaluations; discipline~~#s#~~ when needed in accordance with city policies; oversee~~#s#~~ and/or participate~~#s#~~ in the selection of employees; recommend~~#s#~~ hiring and terminating personnel to the City Administrator with final determination by the City Council.

- Under the direction and/or authority of the City Administrator, oversee#s# all Police Department personnel policies and actions, oversee#s# and/or participate#s# in the selection of employees; evaluates employees and #recommends salary adjustments, #determine#s# staffing and structure needs.
- Evaluate#s# potential projects, programs, and services to determine feasibility and impact on department operations and #makes#*make* recommendations to Council.
- Research#es# and prepare#s# information for the City Council and attend#s# meetings as required.
- Respond#s# to concerns, issues, complaints, and questions from the public and employees; mediate#s# disputes and resolve#s# issues as appropriate.
- Perform#s# Deputy Coroner functions at initial death scene investigations when required.
- Oversee#s# Department training program to ensure proper training and certification of departmental personnel.
- Establish#es# and maintain#s# effective community relations including speaking at various engagements and working with school officials, civic and business groups, and residents.
-
- Coordinate assignment of staff to special functions and projects.

Essential Functions (Continued)

- Coordinates assignment of staff to special functions and projects.
- Prepare#s# and review#s# crime and accident reports and activity and #analyzes#*analyze* data for trends throughout the #City#*city*.
- Manage major crime scenes and police activities; supervise internal police investigations.
- Performs all police officer duties.
- Perform other duties as assigned.

~~Essential Functions (Continued)~~

- ~~Manages major crime scenes and police activities; supervises internal police investigations.~~
- ~~Performs all police officer duties.~~
- ~~Performs related tasks as required.~~

Knowledge, Skills and Abilities

- Comprehensive knowledge of the laws, rules, statutes, and court decisions relating to the administration of criminal justice, law enforcement and the administration of public safety.
- Comprehensive knowledge of scientific methods of crime detection, criminal identification, arson investigation and evidence detection and collection, and radio communication.
- Comprehensive knowledge of controlling laws and ordinances.
- Thorough knowledge of the geography of the #~~City~~#*city*.
- Demonstrated ability to lead and direct the activities of department personnel.
- Ability to evaluate the effectiveness of the public safety operations and to institute improvements.
- Ability to prepare and review reports.
- Resourcefulness and sound judgment in emergencies; demonstrated integrity; tact.
- Ability to operate #~~personal~~ #computer including some knowledge of applicable software packages.
- Ability to establish and maintain effective working relationships with other City officials, public safety agencies, associates and with the general public.
- Strong interpersonal, oral, and written communications skills.
- Leadership #~~including~~#*includes* problem solving and decision making.

Education, Experience and Special Requirements

- Associates/Technical degree with coursework in law enforcement, criminal justice, or related. Bachelor's degree preferred.
- Minimum of seven (7) years of police experience is required, of which at least *two*#~~hree~~# (*2*#~~3~~#) years shall be experience as a police supervisor.
- Possession of an appropriate driver's license valid in the State of Minnesota.
- Minnesota Peace Officer License or eligibility to be licensed prior to employment.
- Maintains Minnesota POST requirements.

Physical Requirements

W#~~This w~~#ork requires#~~ the~~# regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of over 100 pounds of force.#; ~~work~~#*Duties* regularly require#s# sitting and using hands to finger, handle or feel, frequently requires speaking or hearing and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, tasting or smelling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, wearing a self-contained breathing apparatus and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

Last Revised: **February *24*#~~15~~#, 202#~~3~~#*6***

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Royal Tire TIF District

AGENDA: P&F Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

On June 15, 2015, the City entered into a contract for private redevelopment with DLP Investments, LLC to construct an automotive service facility, with associated parking and landscaping at 615 Washington Street (the Royal Tire facility). A TIF District was created and a $171,000 pay-as-you-go tax increment revenue note was issued. The TIF district is for 27 years and will be decertified by December 31, 2042, unless the note is paid off prior to that date. The current balance of the note is $176,187 plus an additional accrued interest of $9,105.

Per section 10.3 of the contract, the facility is to be operated as an automotive facility. Pomp's Tire vacated the building in late 2025. Staff noticed that the building was empty and reached out to the City's bond counsel on what needed to be done. Per section 9.1 of the contract, a certified letter was sent to DLP Investments on January 20, 2026, to start the 30-day window for the developer to remedy or provide assurance that the default will be cured.

Staff was contacted by DLP Investments and was informed that Pomp's had vacated the building and terminated the lease as of December 8, 2025. DLP Investments had entered into a lease with Crescent Electric to commence on December 8th. Pictures were taken by Staff on January 28th, which were sent to DLP Investments showing that the building was empty, Close Converse signs were up, and a sign that the Pomp's Tire was permanently closed was hung on the door. After our exchange, the sign left by Pomp's was removed, it was determined the Close Converse signs were for advertisement, and it was taking longer for Crescent Electric to get set up. As of February 23rd, the facility is still vacant.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Section 10.3 of the contract requires that until the termination date (the date of when TIF note is paid in full or December 31, 2042), DLP Investments is to operate the facility as an automotive services facility. Since Crescent Electric does not meet this requirement, a default of the contract has occurred. The City has two options:

1. Terminate the contract, the TIF note, and decertify the TIF District. The district generated $14,039 of increment (City's share is $7,769) in 2025, of which 90% ($12,635) was paid to the DLP Investment.

2. Modify the redevelopment agreement for the use of the facility other than an automotive services facility. A letter is attached from DLP Investments requesting Council to do so.

RECOMMENDED ACTION/MOTION

Motion to direct Staff to proceed with option number 1 - terminate the contract, the TIF note and decertify the TIF District; or option number 2 - to modify the redevelopment agreement in regard to the use of the facility other than an automotive services facility.

FINANCIAL IMPACT

A deposit would be required from DLP Investments if option number 2 was chosen to pay for legal fees to modify the redevelopment agreement.

TO: Brainerd City Council February 24, 2026

DLP Investments, LLC

RE: TIF Financing

Dear City Council Members, it has come to our attention that the TIF agreement that we entered into in 2015 is being reviewed. We want to provide the council with some information and history and encourage you to modify the agreement.

DLP Investments, LLC is the real estate company that has the same ownership of the former Royal Tire, Inc. Royal Tire, previously, Mathisen Tire has operated the location on Washington Street since the 80's. In 2015, Royal Tire needed to redevelop that location due to the age and very poor condition of the building. That's when DLP Investments entered into the TIF agreement with the city to aide in the reconstruction. Without it, the cost to redevelop that corner would have been prohibitive.

Royal Tire was sold in 2023 to Pomps Tire. Pomps signed a lease with options to stay in that location for 10 years. After 2 years, Pomps made an unplanned business change and closed that location. Pomps also operates the old Royal Tire commercial facility in the Brainerd industrial park with no plans to vacate that facility.

We proceeded to search out another tenant, first focusing on automotive, since the building is set up for that. After many searches and contacts, we were unable to find a suitable automotive tenant, which we then expanded the search to any business that could use the space.

We found a tenant, Crescent Electric Supply, that wanted to relocate from Baxter and signed a lease to commence on December 8, 2025. As of today, Crescent isn't operating yet, because of the lengthy buildout process.

If the TIF agreement states it has to be automotive, I understand the new tenant isn't in that business. We did try to find someone in the industry, but didn't think leaving the building empty for a long period of time was a good option, either.

DLP Investment, Royal Tire, now Pomps Tire has been in Brainerd for well over 40 years. I encourage you to vote to modify the agreement to include other than automotive businesses.

Thank you,

Pat and Paul Duininck
DLP Investments, (former)Royal Tire

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Resolution - Orderly Annexation Agreement

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Jessie Dehn, City Engineer, Connie Hillman, Finance Director, Paul Sandy, Public Utilities Director

ESTIMATED TIME (MIN): 30 min

SUMMARY OF ISSUE

City Council held a public hearing at the February 17th City Council meeting and considered an orderly annexation agreement designating an area for orderly annexation for properties adjacent to and near Riverside Drive. City Council heard public testimony and delayed a decision on the agreement. City Council directed staff to research and provide additional information based on the questions asked by the public at the meeting and for staff to bring the agenda item back to the March 2nd City Council meeting for consideration. Additional information has been provided in the attached memo.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

See Memo

RECOMMENDED ACTION/MOTION

Motion to approve the attached resolution (orderly annexation agreement) as presented.

FINANCIAL IMPACT

N/A

M E M O

TO: Mayor and City Council

FROM: James Kramvik, Community Development Director
Jessie Dehn, City Engineer
Connie Hillman, Finance Director
Paul Sandy, Public Utilities Director

DATE: March 2nd, 2026

RE: Orderly Annexation Agreement Memo

INTRODUCTION

City Council held a public hearing at the February 17th City Council meeting and considered an orderly annexation agreement designating an area for orderly annexation for properties adjacent to and near Riverside Drive. City Council heard public testimony and delayed a decision on the agreement. City Council directed staff to research and provide additional information based on the questions asked by the public at the meeting and for staff to bring the agenda item back to the March 2nd City Council meeting for consideration. The following is a summary of the questions asked at the public hearing and comments made by the property owners:

1) Public Questions:
    a. The projected change in our property value. Will our property be reassessed?
    b. Projected annual property taxes and any additional City taxes, fees or assessments that would apply.
    c. Estimated costs of required utility connections.
    d. What zoning classification will our property receive?
    e. Would any new building codes, inspections or regulatory requirements apply upon annexation?
    f. Long term infrastructure or development plans affecting the area.
    g. Will eminent domain risks increase?
    h. Can the City explain how the annexation benefits property owners?
    i. How are properties on lakeshore i.e. Gilbert Lake handled differently from Crow Wing County?
    j. Ashmun Road – Additional costs to extend services on Ashmun Road i.e. lift stations. Who pays and how much do homeowners pay?
    k. Impact of annexation on the lake.
    l. A property owner owns a large vacant parcel abutting her City parcel with her home. Is it still possible to bow hunt if annexed into the City?

m. A vacant parcel has 5 possible hookups to city sewer and water, but she will never hook up to these. Does she still get assessed for those?
n. Pikula 15137 Riverside Dr PID 99340594 – not abutting Riverside 640' away. Easement on property. Why is his property included in this annexation?

2) Public Comments:
   a. The public was opposed to the annexation and have concerns about the impact it may have on our property rights, tax obligation, land use, and overall financial responsibilities.
   b. Annexation is not just a boundary change, it is a permanent shift in governance, taxation, infrastructure, and community identity. Under Minnesota law must serve the best interest and demonstrate that municipal governance is necessary to protect public health, safety, and welfare and that burden has not been met. Annexation typically leads to higher municipal tax rates, yet no fiscal impact study has been shared publicly showing how increased taxes would provide proportional benefits to the residents.
   c. We are opposed to the resolution as drafted and would like to know if there is an opportunity to separate the resolution based on the different phases.
   d. Property owners are concerned about connecting to municipal utilities while they have a functioning septic system.
   e. A property owner is concerned about lake quality and having curb and gutter could improve the lake quality.
   f. Property owners asked City Council to delay a decision on the agreement until more information is provided.
   g. A property owner did not believe septic systems are bad for the environment when properly maintained.
   h. Why should people have to join the City to connect to municipal utilities.
   i. Property owners on River Arches Road are concerned about clear cutting the forest to add new infrastructure and how sound from Riverside Drive could impact their properties.
   j. A property owner was concerned why his property was included in the map when he is not adjacent to Riverside Drive. He currently has an easement to access his property and does not believe sewer and water are feasible for his property.

ORDERLY ANNEXATION AGREEMENT

City Council directed staff to work with Crow Wing County staff to draft an orderly annexation agreement (OAA) for Riverside Drive due to the City installation of municipal utilities along Riverside Drive in 2003. Staff have prepared an orderly annexation agreement that was reviewed by City and County staff along with attorneys representing both the City and County. Attached is a joint resolution that would need to be approved by the City Council and County Board. The following is a summary of the orderly annexation agreement:

1) The orderly annexation agreement designates an area for orderly annexation, and the map is attached as Exhibit A.

2) To annex any area in the OAA, the City shall pass a resolution based on the criteria set forth in the joint resolution.
    a. Property Owner Initiated Annexation. Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's municipal boundary line.
    b. City Initiated Annexation. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that have "Public Infrastructure" or for the purpose of extending "Public Infrastructure" (defined as streets, sanitary sewer, water, etc.). As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by the Municipal Boundary Adjustment Unit of the MN Office of Administrative Hearings (MBAU). As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by MBAU.
    c. City Initiated Island Annexation. The County and City acknowledge there are existing pockets of the County which are surrounded by the City and Mississippi River or Gilbert Lake ("Islands"). Islands shall be annexed only by City initiation. The City may determine that it is both in the best interest of the Islands and the rest of the County that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services. Annexation of Islands is subject to the following:
        i. The City may, but shall not be obligated to, make public infrastructure available within two years to all Parcels annexed by City Initiated Island Annexation.

A public hearing by the City or County is not required to approve the attached orderly annexation agreement. However, City Council conducted a public hearing at the February 17th meeting and sent notices to the affected property owners. Notice of the proposed OAA was published in the Brainerd Dispatch on Saturday, January 31st, 2026.

ORDERLY ANNEXATION AREA

The Orderly Annexation Area was discussed at multiple meetings between City and County staff. The following rationale was used to create the area:

1) Municipal Utilities – The City initiated an infrastructure improvement project along Riverside Drive in 2003 providing sewer and water to adjacent properties. At the time, properties along Riverside Drive could annex into the City, pay a connection charge, and connect to municipal services. The City also passed a policy stating that properties with failing septic systems shall be annexed and connect to municipal utilities. This policy was reviewed by the City Attorney but is no longer enforceable.
2) Municipal Boundary Line Consistency – The municipal boundary line along Riverside Drive has many existing pockets of County surrounded by the City. The OAA states that the City may determine that it is both in the best interest of the Islands and the rest of

the County that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services.

3) Environmental Considerations – City and County staff acknowledge that most of the Orderly Annexation Area is in the Mississippi Shoreland District or Gilbert Lake Shoreland District. Connection to existing or new municipal utilities would benefit the environment.
4) Ashmun Road – The City currently has municipal utilities on Ashmun Road to provide services to Old Stonebridge Trail. Ashmun Road would not be annexed into Brainerd until the City is prepared to provide municipal services within two years of the date of annexation. The City currently has a joint agreement with the County to provide services on Ashmun Road such as snow plowing and patching.
5) Public Rights of Way – The City would take over ownership and maintenance of the public rights of way within the Orderly Annexation Area with the exception of Riverside Drive (currently County Road 20). County Road 20 would remain within County jurisdiction. Staff would be re-evaluating the existing Cross-Jurisdictional Road Maintenance Agreement to ensure the agreement is current based on the changes of jurisdiction.

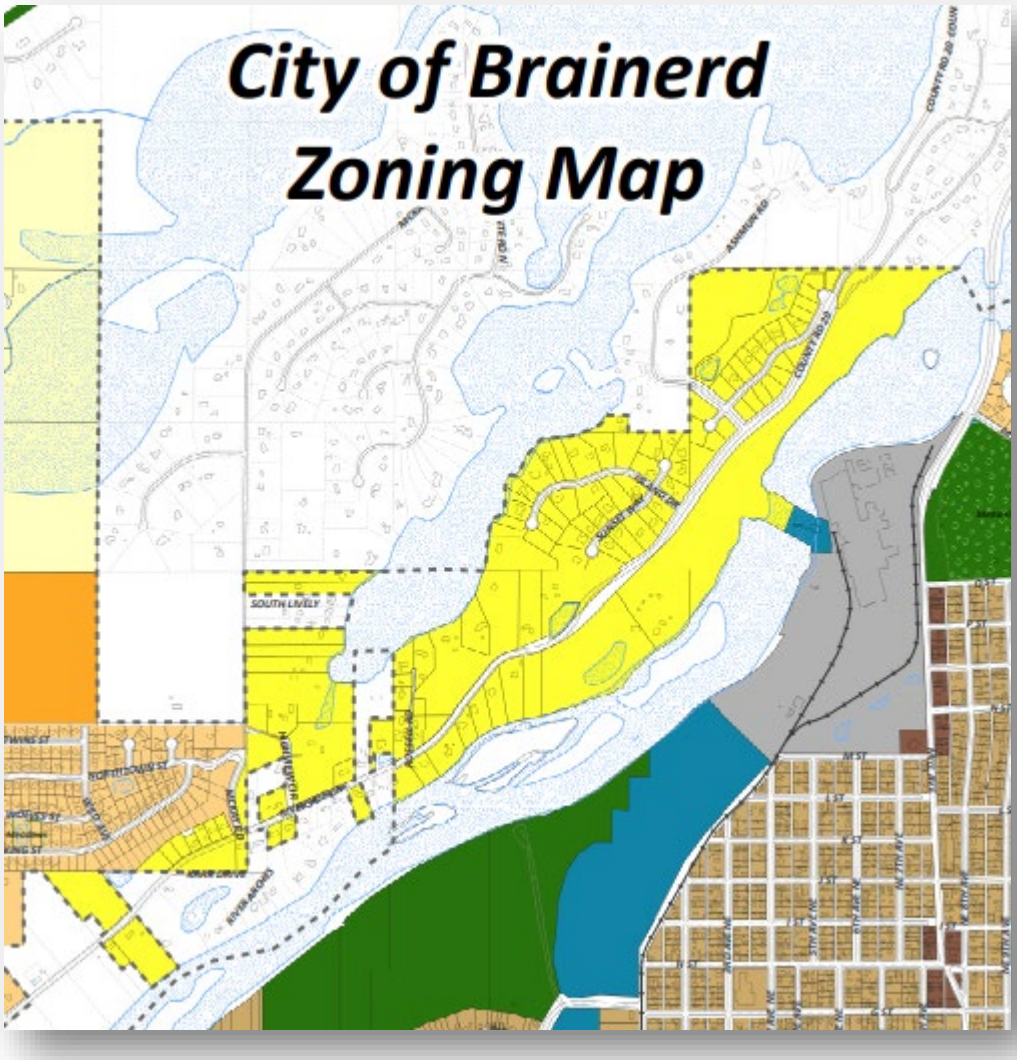
PROPOSED ZONING CLASIFICATION

If annexed by resolution, according to the terms of the orderly annexation agreement, properties would be subject to the City's Zoning Code based on the property's zoning designation depicted in the City's official Zoning Map. Zoning districts are established by resolution when annexing properties into the municipal boundaries of Brainerd.

The area proposed for orderly annexation is surrounded by the Garden Living District depicted in yellow in the Zoning Map provided below. The GL Zoning District is intended for areas where Urban Services are available, and lots and parcels are served by public water, sewer, stormwater, streets, and other public infrastructure. Lands zoned Garden Living are predominantly developed with single-family detached buildings and supporting accessory uses. Lot size maximums and density requirements were included for the district to ensure subdivisions can adequately support municipal infrastructure and repairs.

Staff would most likely propose that all properties in the proposed orderly annexation area would be annexed as Garden Living District in the official Zoning Map to provide consistency with the surrounding properties. Staff have provided the district regulations as an attachment to the agenda item.

ZONING MAP



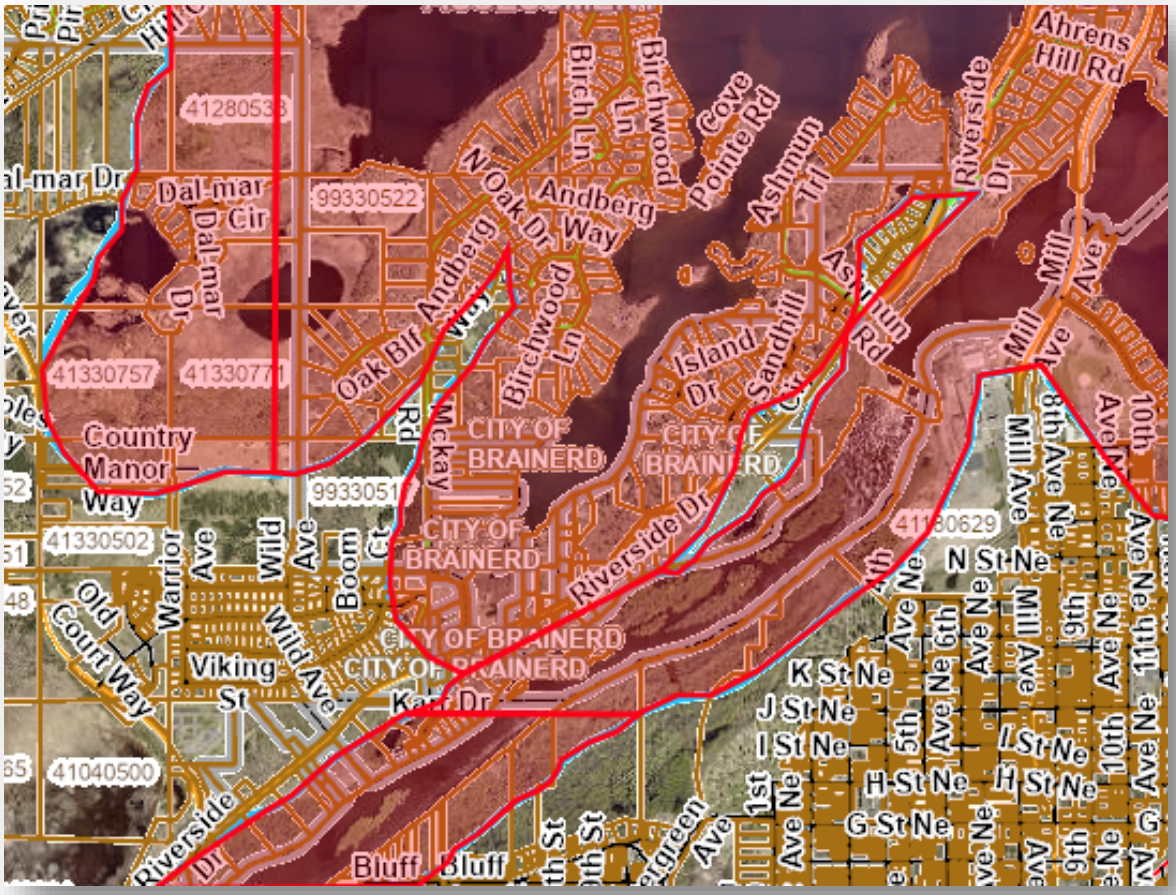
SHORELAND OVERLAY DISTRICT

Properties within 300 feet of the Mississippi River and within 1,000 feet of Gilbert Lake are subject to the City's Shoreland Overlay District. Most properties within the proposed orderly annexation area would be subject to the City's Shoreland Overlay District as depicted in the map below. When performing a zoning review, staff must apply the most restrictive code between the underlying zoning district or the Shoreland Overlay District.

Section 103F.221 MN Statutes requires municipalities and counties to submit shoreland ordinances to the commissioner to ensure they are in compliance with MN State Statute. The City is currently updating its shoreland ordinance and is using Crow Wing County's shoreland requirements as a model. Planning Commission has reviewed the proposed ordinance and directed staff to work with the Minnesota DNR on finalizing the ordinance. The MN DNR must provide a recommendation to the Planning Commission ensuring the ordinance meets MN State

Statute. The Planning Commission will most likely be holding a public hearing to consider the updated shoreland regulations at their March 18th meeting. City Council will review the Planning Commission's recommendation and consider the ordinance most likely at their April 20th meeting. Since the City is modeling their ordinance after Crow Wing County's shoreland regulations, property owners should not see a significant change in regulations for their properties.

SHORELAND OVERLAY DISTRICT MAP



MISSISSIPPI HEADWATERS REGULATIONS

Staff met with a representative from the Mississippi Headwaters board regarding the potential annexation. The representative indicated that while not mapped as jurisdiction of the Mississippi Headwater's Board, this area along the Mississippi River in the proposed annexation area is subject to the regulations if annexed. The City currently has regulations governing development of properties subject to these regulations, but the regulations need to be updated as they were passed in 2001. Staff had already planned on updating the Mississippi Headwaters regulations after the shoreland ordinance is complete.

Many of the setback regulations are consistent with the shoreland regulations. However, there are differences and the most restrictive regulations would apply to properties. The City must meet the minimum requirements of Mississippi Headwaters Board Comprehensive Management Plan. The

Mississippi Headwaters Board does not need to approve potential annexation, but a moratorium is placed on subdivisions and permits until the City updates its regulations.

Staff recommend that the orderly annexation agreement proceeds to establish an orderly annexation area. However, properties should not be annexed until the City has passed a new ordinance to meet the minimum requirements of the Mississippi Headwater's Board Comprehensive Management Plan.

Mississippi Headwater's Board Comprehensive Management Plan Link
Mississippi Headwaters Regulations Link in City Code

BUILDING PERMITS

The City of Brainerd enforces the MN State Building Code, which requires property owners to apply for building permits. Depending on the permit, a review may be performed by the Building Official, the Zoning Administrator, the City Engineer, the Public Utilities Department, and the Fire Department. Most remodel projects are only performed by the Building Official and reviews are completed within two to three weeks. Over the counter permits include roof, water heater, furnaces, and siding permits. Staff ensure that a licensed contractor is performing the work and inspections are required for all permits. Inspections ensure that construction is meeting the MN State Building Code requirements. Inspections are beneficial to the homeowner, mortgage companies, and future property owners. New property owners and title companies often request all permit and inspection reports to ensure the work was performed by a licensed contractor and in accordance with the Building Code.

While all contractors are required to adhere to the MN State Building Code, Crow Wing County does not enforce the MN State Building Code. The County reviews permit applications based on requirements of their Zoning Code and inspections are typically performed only for setbacks. If a property has been issued a valid permit by the County and are in progress of construction, the property owner would not be required to apply for a Brainerd building permit.

Properties are required to apply for electrical permits to the State in both Brainerd and Crow Wing County.

Fees for building and zoning permits can be found in the City's fee schedule at the following links:
Set Based Fee Link
Valuation Based Fee Link

In addition to deferred connection charges, the following is an example of a building permit fee associated with construction of a new primary structure valued at $350,000. Set fees include park dedication, excavation, SAC & WAC, and sewer/ water line connection. The building permit fee, plan review fee, and state surcharge change based on the construction value.

Item Description	Fee
Park Dedication Fee	$500.00
Res – Excavation	$50.00
Residential Bldg Permit Fee	$1,816.00
Residential Bldg Plan Review Fee	$1,180.40
Residential State Surcharge	$175.00
SAC	$1,900.00
Sewer/Water Line Connection – Res	$50.00
WAC	$1,400.00
TOTAL	$7,071.40

The following building permit fee provides an estimate for an accessory structure over 200 SQFT valued at $20,000.

Item Description	Fee
Residential Bldg Permit Fee	$231.00
Residential Bldg Plan Review Fee	$150.15
Residential State Surcharge	$10.00
TOTAL	$391.15

TAX ASSESSMENT VALUATION AND PROPERTY TAX IMPLICATIONS

Staff researched with the County how the tax assessment valuation would be impacted if the property was in the City of Brainerd. Short answer is there would not be an impact to the tax valuation by the property going from unorganized to the City of Brainerd.

Per the explanation received, the annexed property would be put into one of the City's nine residential Brainerd neighborhoods rather than one of the six 1st assessment neighborhoods. These "neighborhoods" are adjusted annually based on sales. Sometimes the adjustments are the same, sometimes 1st assessment has had a higher adjustment than the city and vice versa. The true impact on the tax valuation is unknown and really cannot be calculated as it all depends on the sales that occur in that "neighborhood" for the period of October – September prior to the valuation date.

In order for Staff to show the property tax impact, we have to make some assumptions. In theory, adding additional properties to the City of Brainerd will increase the City's total tax capacity. Assuming the levy needed to operate the City with the additional properties is the same as the previous year, the City's tax rate would go down. For comparison purposes, Staff used the actual total tax rates for pay year 2026.

The comparison below is for a residential homestead that has an estimated market value for tax purposes of $440,000. The taxable market value would be $433,050 and the tax capacity would be $4,331. The calculation below excludes any special assessments and the portion of the school referendum tax that is based on market value. The school tax would be an additional $304 to the estimated amount below for both taxing jurisdictions.

		Estimated Tax Bill 2026 (excludes assessments)
City of Brainerd	$4,331 * 99.1229%	$4,293
Unorganized	$4,331 * 50.6138%	2,192
Estimated Impact		$2,101

RESALE/ MARKETABILITY TO PROPERTY OWNERS

Staff reached out to an appraisal company for guidance regarding potential impacts on assessments of property. Based on their experience as an appraiser, they have not observed property values decrease as a result of connecting to municipal utilities. While the level of value increase can vary depending on factors such as the age and condition of an existing well or septic system, they indicated that connection to City utilities generally improves both market value and marketability.

The only scenario where the benefit may be limited is if a homeowner recently invested in a new well and septic system (within the past one to two years) and is then required to connect to City services. Even in that situation, they believe there would still likely be a modest increase in value, given the longer service life and reliability typically associated with municipal systems.

Of course, valuation ultimately depends on property-specific variables and must be considered on a case-by-case basis. However, in general terms, a home connected to City water and sewer would be expected to command a higher sale price than a comparable property served by well and septic, assuming all other factors remain equal.

FINANCIAL IMPACT TO PROPERTY OWNERS RELATED TO CONNECTION

Current Costs to Connect to Municipal Utility Services

Description	Cost
Connection Charge	$17,287.87
Sewer Availability Charge (SAC)	$1,900
Water Availability Charge (WAC)	$1,400
City Excavation Permit	$50
Total	$20,637.87

Alternatives

Council could consider multiple options in regard to the Connection Charge. Options could include keeping the Connection Charge as it is currently $17,287.87, waiving the interest that was charged and set the amount as originally established after construction at $11,300, waiving the Connection Charge entirely, or any amount in between.

CURRENT SPECIAL ASSESSMENT POLICY

The City's current Special Assessment Policy describes the current general practice of assessing adjacent property owners in conjunction with construction projects. Under the policy, if water/sewer utilities are replaced with a street reconstruction or resurfacing, the cost of the replacements are funded by their respective enterprise funds. For properties that do not have current municipal utilities and are not currently within the city limits, those properties would first be annexed and the cost of the utility installation would be assessed to the property owners.

The assessment policy also mentions the Connection Charges that were established previously for municipal utilities installed adjacent to properties currently outside the city limits. The policy calls out that the entire Connection Charge would become payable upon connection to the municipal utility system.

CODE REQUIREMENTS

Section 700 of the City Code describes the Sewer System (sanitary). The portion of this code that applies to the questions raised is under Section 700.05 Subd. 5 – Compelling Connection. This describes that structures are required to connect to public sanitary sewer if within 500 feet of the sewer. The owner/occupant would be required to connect within 1 year. That time requirement does not apply if the property can produce a Certificate of Compliance that their existing septic system passes a compliance inspection. This certification is required every 3 years, which is the amount of time that MN Rules 7080 calls out as the required frequency of assessment. Once the septic system fails a compliance inspection, that property is required to connect to the municipal sewer system. Property owners are responsible for hiring a certified septic inspector to re-inspect their septic system every three years. Crow Wing County provides a list of certified septic inspectors.

Section 705 (Water Code) is out-of-date and lacks necessary revisions. Staff have been working on these revisions for a couple years. The revisions would include provisions for requiring connection for accessible water at the time of connection to municipal sewer. The provisions would closely resemble those for Compelling Connection included in Section 700.05 Subd. 5 under the Sewer Code. Without these revisions yet adopted, the City cannot require those with a well to connect to municipal water. According to the requirements in Section 700, those residents would require a meter to be installed on the on-site water supply (well) to appropriately bill for sanitary usage. However, the original Riverside Drive connection charge did not separate water and sewer connection amounts. So, if properties were to annex into the City and connect only to the sewer system, Council would need to determine an appropriate sewer-only connection charge.

Map of Future Infrastructure Planning

The following are streets that are included in the proposed Orderly Annexation Area:

- Karr Drive / River Arches
- Russell Road
- Ashmun Road (north and east portion)

Those streets are currently under 1st Assessment District jurisdiction. It would be expected that following annexation of the surrounding area, those streets would become under the City's jurisdiction.

Under the City's purview, infrastructure planning could occur on these streets potentially including bituminous pavement surfacing, curb and gutter, stormwater drainage, street lighting, and municipal utility installation (water / sanitary). With extension of municipal utilities, the City typically will install service lines to the edge of the right of way to provide a convenient connection point for adjacent property owners with the aim to avoid requiring excavation of the street to connect to the mains.

As a general practice, the infrastructure is planned for construction within existing rights of way and easements. This avoids potential impacts to adjacent private properties, tree removal, private utility impacts, and others. There is a potential for those possible effects to have a financial impact, thus why it is preferred when the infrastructure is constructed within existing easement area. In certain instances, it is infeasible to construct within existing public ways and new easements or rights of way may be required to accommodate public infrastructure. However, this is avoided whenever possible.

COMPARISON OF SERVICES

While Riverside Drive east of Beaver Dam Road would continue to be a County Road, several other streets would potentially become under City jurisdiction. Those streets would see an immediate increase in city services such as:

- Snow plowing / removal (typically faster response)
- Pothole patching and repair
- Crack sealing
- Stormwater / drainage maintenance

Other infrastructure investments in the area could include street lighting, sidewalks/trails, utilities, stormwater drainage improvements, and others. These have been typically included in capital investments through various policies and procedures. Infrastructure improvements such as these can improve the consistency and character of neighborhoods. Further, the City participates in the costs of reconstruction and resurfacing projects according to the Special Assessment Policy, rather than passing 100% of the construction costs to private property owners. In addition, the City invests in neighborhood and/or area-wide amenities, such as parks, that provide benefit to all residents in the area.

For private properties, there are benefits of having accessible municipal utility services. For example, the City's municipal utilities are typically more reliable and better maintained than private well and septic systems. Private well and septic systems can be more costly to maintain as the cost is generally borne by the property owner only and can be considerable amount if the system fails, requiring full replacement. Access to those municipal utilities can also make private properties more desirable in the open market.

ENVIRONMENTAL BENEFIT SUMMARY

Converting properties from individual Subsurface Sewage Treatment Systems (SSTS) to municipal sewer service can significantly improve groundwater protection in Minnesota. Septic systems discharge treated wastewater into soil, where contaminants can migrate into aquifers or nearby lakes and streams if systems are failing, poorly maintained, or located in unsuitable soils. The Minnesota Pollution Control Agency (MPCA) has documented that a substantial number of septic systems statewide do not adequately treat wastewater, allowing nutrients, bacteria, and viruses to enter groundwater or surface waters. These contaminants can degrade aquatic ecosystems and threaten drinking-water sources, particularly in areas with permeable soils or shallow groundwater (MPCA, *Subsurface Sewage Treatment Systems Program Overview*).

Municipal wastewater treatment facilities provide more consistent pollutant removal because they rely on engineered physical, biological, and chemical processes operated under state permits. According to the MPCA, centralized treatment plants are designed to remove nutrients, organic material, and pathogens to levels protective of downstream water resources before discharge or reuse. By transporting wastewater away from individual properties and treating it at a controlled facility, municipal sewer systems reduce the risk of localized contamination and cumulative nutrient loading to Minnesota lakes, rivers, and wetlands (MPCA, *Municipal Wastewater Treatment and Permitting Guidance*).

Groundwater protection is particularly important in Minnesota because most residents rely on groundwater for drinking water. The Minnesota Department of Health notes that nitrate contamination—one of the most common groundwater pollutants, can originate from septic system discharge along with agricultural sources. Elevated nitrate levels pose risks to infants and vulnerable populations and can indicate broader groundwater vulnerability. Expanding municipal sewer service helps reduce diffuse wastewater discharge and can therefore contribute to improved long-term drinking-water quality in susceptible regions (Minnesota Department of Health, *Nitrate in Groundwater and Drinking Water*).

From a broader watershed perspective, transitioning properties to municipal sewer and water service supports coordinated environmental management and regulatory oversight. The Minnesota Board of Water and Soil Resources emphasizes that reducing dispersed sources of nutrient and pathogen pollution is essential for protecting groundwater, restoring impaired waters, and achieving long-term water-quality goals. Municipal systems allow routine monitoring, standardized treatment, and enforceable discharge limits, making them an important tool for reducing nonpoint wastewater pollution and strengthening Minnesota's overall water-resource protection strategy (BWSR, *Groundwater Protection and Watershed Planning Resources*).

Estimated construction costs for private utility connections and new septic and well installations:

Improvement (Connection) Type*	Equipment Procurement / Installation Cost (20% Contingency)	Permits	Sewer Accessib-ility Charge (SAC)	Water Accessib-ility Charge (WAC)	Connection Charge	Total *Estimated* Cost
New Low Pressure Sewer (Grinder Station, Small Dia. Forcemain, Installation, Electrical, etc.)	$20,000	$50 (City of Brainerd)	$1,900	N/A	$8,644**	$30,594
New Gravity Sanitary Sewer Connection * **	$6,000	$50 (City of Brainerd)	$1,900	N/A	$8,644**	$16,594
Subsurface Sewage Treatment System (SSTS)	$19,000	$700 (Crow Wing County)	N/A	N/A	N/A	$19,700
New Water Service Line (1" Poly)	$6,000	$50	N/A	$1,400	$8,644**	$16,094
New Well (Drilling, Casing, Pumps, Pressure Tank, Plumbing, Testing, etc.)**	$7,500	$325 (Minnesota Dept. of Health)	N/A	N/A	N/A	$7,825

1) * Per policy of the City of Brainerd, the property owner is responsible for the installation and ongoing maintenance of the sanitary sewer service line extending from the residence to the public sewer main, including the connection to the main. For water service, the property owner is likewise responsible for installing and maintaining the service line from the curb stop into the residence.
2) ** The total estimated sewer and water connection fee is $17,287.87. For cost allocation purposes, this total has been divided equally between the sewer connection and the water connection, resulting in one-half of the total assigned to each utility service.
3) *** This estimate assumes installation of a standard gravity sanitary sewer service line and a 1-inch water service line, each extended approximately 75 feet from the sewer stub and water curb stop, respectively.
4) **** This estimate includes an average all-in cost for drilling and casing a new residential well, along with installation of the pump, pressure tank, interior plumbing connections, and water testing. The estimate assumes a statewide average cost of approximately $50 per foot and a well depth of 150 feet.

RECOMMENDATION

Staff would recommend adoption of the Orderly Annexation Agreement with Crow Wing County that would establish an Orderly Annexation Area (OAA). The Council then would be able to review properties within the OAA and annex when necessary or appropriate.

> *Note: Staff recommends that properties should not be annexed by resolution until the City has passed a new ordinance to meet the minimum requirements of the Mississippi Headwater's Board Comprehensive Management Plan.*

The City could not initiate the annexation of Ashmun Road by resolution until the City is prepared for an improvement project that would provide municipal utilities to the properties. Based on the criteria for annexation in the agreement, the area would be annexed in phases.

Prior to annexation, staff would request direction from Council on the Connection Charges moving forward.

- Keep as-is ($17,287.87), re-establish the original amount without interest ($11,300), waive the Connection Charge entirely, or another option as directed.
- Authorization to assess the Connection Charge and WAC/SAC fees to private properties over a period of 10 years with interest (similar to current construction assessment practice)
    - If so, direction if requests by properties are approved by Council on a case-by-case basis or if City staff would be authorized to approve the assessment and present an annual list for certification by the City Council each year.

515-2-5 Garden Living Zoning District (GL)

A. **Purpose of Garden Living Zoning District**. The GL Zoning District is intended for areas where Urban Services are available, and lots and parcels are served by public water, sewer, stormwater, streets, and other public infrastructure. Lands zoned Garden Living are predominantly developed with single-family detached buildings and supporting accessory uses.

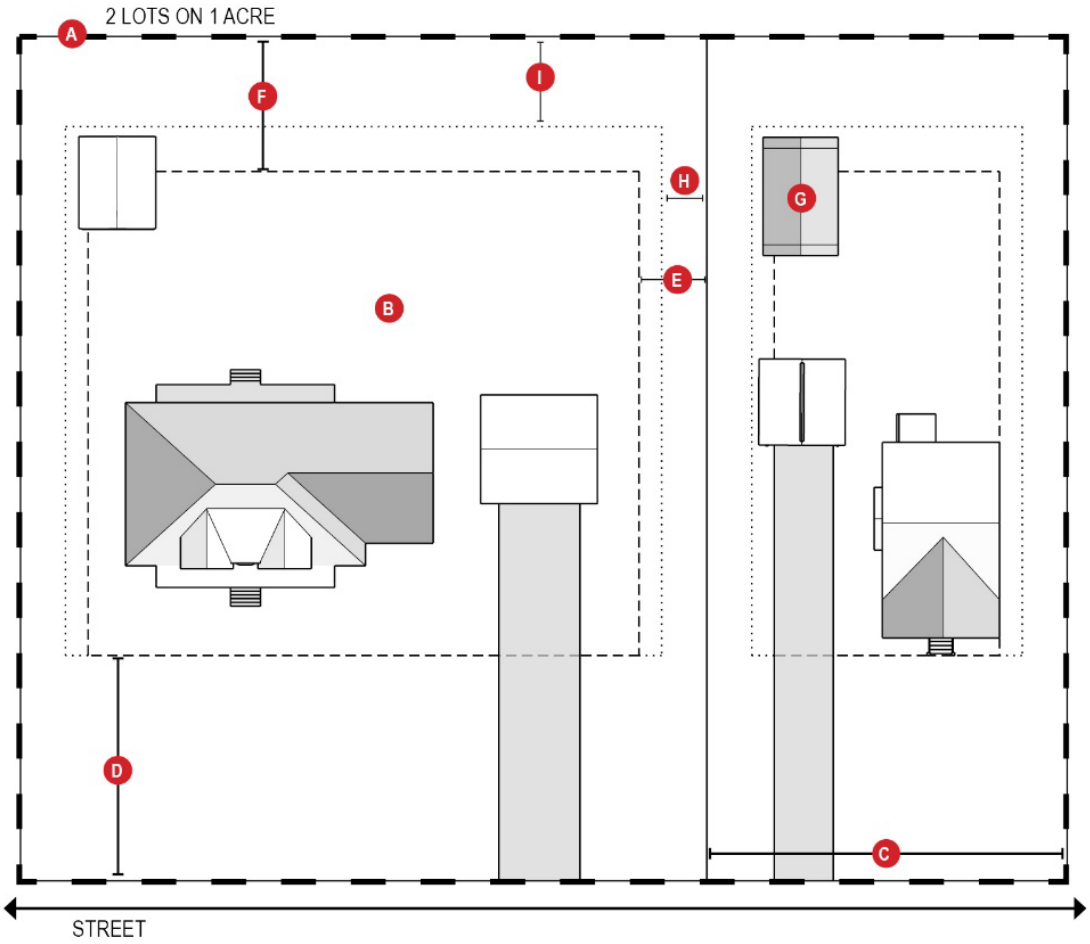
B. **Permitted Uses.** See Appendix A: Table of Uses.

C. **GL Zoning District Dimensional Standards.** Table 515-2-5.1 identifies the Dimensional Standards for Principal and Accessory Structures.

Table 515-2-5.1. GL Dimensional Standards – Density, Lot Size, Coverage and Height Standards.

Lot Dimensions		
A	Lot Size (range) Density (range)	15,000 SF – 43,560 SF (1 Acre) 2 DU/Acre – 1 DU/Acre
B	Buildable Area	Area outside of all yard setbacks, and outside OHWL or Shoreland Setback for Riparian Lot
C	Lot Frontage on All Roads (minimum) Lot Frontage on cul-de-sac (minimum)	80' 45'
Principal Building & Attached Accessory Building Standards		
D	Front Yard Setback (minimum)	50'
E	Side Yard Setback (minimum)	15'
F	Rear Yard Setback (minimum)	30'
	Accessory Building SF, attached	Counts towards Total Allowable SF
	Accessory Building Number, attached	Does not count towards Permitted Number
Accessory Building Standards		
G	Location, detached	Riparian – Permitted in Front of Principal Building must be setback a minimum of 25' Non-Riparian – Behind Principal Building
H	Side Yard Setback, detached	10'
I	Rear Yard Setback, detached	20'/or if Riparian Shoreland Overlay Standards Apply
	Total Allowable Accessory Building SF	1,500 SF or 5%, whichever is greater
	Total Number of Permitted Accessory Buildings	3
	▪ Exception if no Attached Accessory Building is present, Number Permitted	4
	Accessory Dwelling Unit (ADU), attached or detached	Permitted
	▪ Maximum size of ADU (attached or detached)	650 SF
Coverage and Height Standards		
	Impervious Surface Coverage (maximum)	35%
	Principal structure height (maximum) See Section [515-4-3]	35'
	Accessory structure height (maximum)	Up to 35' but may not exceed height of principal structure

Figure 515-2-5.1. GL Density and Lot Dimensional Standards Diagram



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Russell Road

= Future Infrastructure Planning Area

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Ashmun Road

= Future Infrastructure Planning Area

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Karr Drive / River Arches

= Future Infrastructure Planning Area

A JOINT RESOLUTION
PROVIDING FOR THE ORDERLY ANNEXATION
OF CERTAIN AREAS WITHIN CROW WING COUNTY
TO THE CITY OF BRAINERD
PURSUANT TO MINNESOTA STATUTES§ 414.0325

Crow Wing County Resolution No. _____

City of Brainerd Resolution No. _____

WHEREAS, Crow Wing County, Minnesota (hereinafter the "County") and the City of Brainerd located in Crow Wing County, Minnesota (hereinafter the "City") designate for orderly annexation the land designated in Exhibit A and legally described in Exhibit B located within Unorganized First Assessment District of the County; and

WHEREAS, The Crow Wing County Board has jurisdiction over the Unorganized First Assessment District.

WHEREAS, the County and City agree as to the orderly annexation of the unincorporated land described; that both believe it will be to their benefit and to the benefit of their respective residents; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the County and City may agree on a process of orderly annexation of a designated area; and

WHEREAS, on January 31st, 2026, a Notice of Intent to designate an area of property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325, subd. 1b; and

WHEREAS, the City and the County have agreed to work cooperatively to accomplish the orderly annexation of the areas designated herein as legally described in Exhibit B; and

WHEREAS, the City and the County desire to set out the terms and conditions that will govern the Orderly Annexation Agreement.

NOW, THEREFORE, BE IT RESOLVED**,** jointly by the City Council of the City of Brainerd and the Board of Crow Wing County as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein and made part of this Joint Resolution.

2. **Designated Land.** This Joint Resolution is intended to establish an Orderly Annexation Agreement between the County and the City (hereinafter "Agreement"). The Orderly Annexation Area consists of the land designated in Exhibit A and legally described in Exhibit B (hereinafter "OAA"), which Exhibits are incorporated herein and made part of this Joint

Resolution. This Joint Resolution provides for the terms and conditions applicable to the orderly annexation of said land in the OAA.

3. **Municipal Boundary Adjustment Unit of the Minnesota Office of Administrative Hearings.** Upon approval by the County and the City, this Joint Resolution shall confer jurisdiction upon the Municipal Boundary Adjustment Unit, or its designated successor (hereinafter "MBAU") so as to accomplish said orderly annexations in accordance with the terms of this Joint Resolution.

   3.1. *Review and Comment by the MBAU.* The County and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation and that no consideration by the MBAU is necessary for individual annexations which occur in accordance with this Agreement. MBAU may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this Joint Resolution.
   3.2. *No Alteration of Boundaries*. The County and City mutually agree and state that no alterations by the MBAU of the stated boundaries of the area designated for orderly annexation are appropriate.

4. **Annexation Eligibility.** All property within the OAA is eligible for annexation at any time by the City or a property owner so long as the annexation will not create an island of County property surrounded by City property.

   4.1. *Property Owner Initiated Annexation.* Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's municipal boundary line.
   4.2. *City Initiated Annexation*. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that have "Public Infrastructure" or for the purpose of extending "Public Infrastructure" (defined to mean streets, sanitary sewer, water, etc.).
      - As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by MBAU.
   4.3. *City Initiated Island Annexation*. The County and City acknowledge there are existing pockets of the County which are surrounded by the City and the Mississippi River or Gilbert Lake ("Islands"). Islands shall be annexed only by City initiation. The City may determine that it is both in the best interest of the Islands and the rest of the County that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services. Annexation of Islands is subject to the following:
      - The City may, but shall not be obligated to, make public infrastructure available within two years to all Parcels annexed by City Initiated Island Annexation.
   4.4. *Resolution of City to Annex Areas*. To annex any area in the OAA as set forth above, the City shall pass a resolution. The resolution adopted by the City Council pertaining to the annexation in the OAA shall state:
      - No action by the County or consideration by the chief administrative law judge or its successor is required to effectuate the annexation; and

- The chief administrative law judge or its successor may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the resolution.

5. **Annexation Outside of the OAA**. The County and City acknowledge property owners have a right to request annexation of property abutting the City outside of the OAA. Nothing in this Agreement shall prohibit a property owner or the County from requesting the City annex Parcels located outside the OAA. The City shall have sole discretion as to whether to proceed with a request to annex property outside the OAA.

6. **County / City Property Taxes.**

   6.1. *Current Year Property Taxes.* Property taxes payable on the annexed land shall continue to be paid to the County for the year in which the annexation becomes effective.
   6.2. *Future Year Property Taxes.* If the annexation becomes effective on or before August 1st of a levy year, the City will levy on the Area beginning with that same levy year. If the annexation becomes effective after August 1st of a levy year, the County will continue to levy on the Area for that levy year, and the City shall not levy on the Area until the following levy year.

7. **Connection to Sanitary Sewer and Water**. Connections shall be made to the public water and sanitary sewer facilities within one year of such facilities becoming available, unless the City Public Works Director or City Engineer determines that an extension of time is appropriate due to site conditions. Connections to the public water and sanitary sewer facilities may be delayed for a period of three years if the existing sewer system is compliant with all current State, County and City regulations as evidenced by the property owner providing to the City proof of compliance from the County. Connection can be further delayed if the sewer system is re-certified every three years from the original date of certification. If the sewer system is not compliant or if the property owner fails to recertify the system prior to the expiration of the three-year period, connection to the public facilities shall be made immediately.

8. **Special Assessments for Municipal Utilities.** Once an area has been annexed, reconstruction of the street and extension of sanitary sewer, storm sewer, and watermain will be completed at the City's discretion. City initiated annexation shall make Public Infrastructure available to all annexed Parcels within two years of the date the annexation is approved by MBAU. The costs to construct the facilities will be specially assessed against benefiting properties pursuant to Minnesota Statute chapter 429, City Code and Policy.

9. **Utilities in County Roads**. At such time as the City may desire to locate Public Infrastructure or municipal utilities in or under County roads, rights-of-way, or easements in the OAA, the City shall first annex such roads, rights-of-way, or easements. The County and City acknowledge if property on only one side of a street is being annexed, it may not be possible for the City to annex the entire right-of-way if the property lines are to the center of a street. In this case, the City will take over such road(s) as a City street pursuant to Minn. Stat. § 164.14, and the parties agree that a City takeover of such road(s) is an equitable

division of costs. In such event, the County will allow the City to locate municipal utilities in County owned property, easements, and roadways within the OAA, subject to reasonable regulation by the County.

10. Street Maintenance and Reconstruction within the Orderly Annexation Area. The County and City have an existing street and road maintenance agreement known as the "Cross-Jurisdictional Road Maintenance Agreement between Crow Wing County and City of Brainerd". The County and City intend to revise or negotiate a new road maintenance agreement to address maintenance and replacement responsibilities for all streets and roads where the County and City exchange maintenance responsibilities. Until such time as a revised or new road maintenance agreement is reached, this paragraph shall regulate the maintenance, replacement, and cost sharing responsibilities for the County and City for streets, roadways, and facilities within the OAA, including Ashmun Road, McKay Road, Karr Drive, River Arches, and Russell Road.

10.1. *Road Maintenance Prior to Annexation.* The County shall continue its normal maintenance of existing County roads, bridges, drainage facilities, and street signage for any roads and facilities located within the OAA until the property adjacent to or surrounding such roads and facilities is annexed by the City and approved by MBAU. Maintenance of infrastructure within the OAA by the County shall be consistent with other standard maintenance practices employed by the County elsewhere.

- *No Assumption of Public Improvements Payment Obligations.* The County may assess, levy, finance, or otherwise incur debt attributable to road maintenance and reconstruction prior to annexation; however, the County shall be solely responsible for bearing the costs associated with repaying any debt or financing unless a previous agreement is reached between the County and City and except as follows: If improvements to infrastructure regarding public roads, including but not limited to paving, ditching, drainage, mill and overlay, and culverts ("Public Improvements") are required on Ashmun Road, McKay Road, Russell Road, and/or the paved portions of Karr Drive and River Arches, for which the County wishes to be reimbursed, and the City consents in writing to such Public Improvement, the cost of said Public Improvement shall be amortized in equal annual payments over a 10 year life beginning on the date of project acceptance by the County or six months from the start date of the Public Improvement project, whichever is less. For Public Improvements agreed to in writing by the City, the City shall be responsible for assuming the balance of the amortized cost as of the date the annexation is approved by MBAU. If only a portion of the street is annexed, the City shall be responsible for a proportional share of the amortized cost based on the frontage of the street annexed. Other than Public Improvements agreed to in writing by the City, the City does not assume any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the County or for which special assessments were levied by the County. In the event the City annexes land under this Agreement upon which outstanding special assessments levied by the County remain at the time of annexation,

the City shall forward to the County upon receipt all special assessment payments the City receives as a result of special assessments levied by the County. Nothing in this paragraph shall prohibit the County and City from entering into an alternative cost sharing agreement for specific Public Improvement projects.

- *Public Improvement Cost Reimbursement.* The County shall not undertake any street, roadway, facility, or other public improvements within the OAA for which it wishes to receive reimbursement without obtaining a written agreement with the City. Proposed projects for which the County wishes to receive reimbursement following annexation will be reviewed by the County and City on a case-by-case basis. The County and City anticipate establishing an average life for the proposed improvements (e.g. 20 years) and applying a depreciating scale for the improvement over the anticipated life. The individual written agreements will identify the total cost of the improvement, anticipated life of the improvement, and the City responsibility for reimbursement to the County based on the actual date of annexation and approval by MBAU.

10.2. *Road Maintenance Following Annexation.* The City shall assume maintenance responsibilities of all roads, except County Road 20 (Riverside Drive), bridges, drainage facilities and street signage for any roads and facilities located within the OAA once the property adjacent to or surrounding such roads and facilities is annexed by the City and approved by MBAU (the Annexed Roads), or according to the Cross-Jurisdictional Road Maintenance Agreement as previously referenced. The entire Annexed Roads (i.e. both sides of the road) shall be maintained by the City where the City has annexed property abutting one side of the road. Maintenance includes snow plowing with sanding/salting, crack sealing, asphalt patching, shouldering, tree and brush cleanup, control and removal, beaver control, roadside mowing and weed control including spraying of noxious weeds within the road right-of-way, upon customer request, right-of-way enforcement pertaining to objects placed within the clear zone or road right-of-way not including any legal action taken against or proposed on behalf of the road authority, replacement of existing signage, road sweeping, pavement markings, existing culvert repairs, replacement and cleaning, emergency situations that pose a danger to public safety, minor washouts requiring less than 20 cubic yards of material to repair, and any other type of normal road maintenance. The length of road subject to this paragraph shall be limited to the length of road directly abutting the property annexed under this Agreement.

10.3. *Road Maintenance Agreements.* Nothing in this Agreement shall prohibit the County and City from entering into agreements related to street maintenance and reconstruction responsibilities.

10.4. *Use of County Roads.* For all properties annexed under this Agreement, the City shall require its developer's agreements to address:

- *Construction Traffic.* During development (including construction) all construction traffic shall use State Trunk Highways, Crow Wing County Highways or City streets.

County roads be used only when no State Trunk Highway, Crow Wing County Highway or City streets are available.

- *Road Improvements.* All roadways abutting or serving new developments be improved by the developer and/or property owner from the access of the development to the nearest County, City, or State road, subject to State law.
- *Clean Up and Damage.* A requirement that the developer keep the streets clean and assume full financial responsibility for any damage which may occur to public streets, utility systems, and other public property damage occurring as a result of construction activities.

10.5. *Undue Burden on County Roads.* The County and City recognize that there may be instances where it is appropriate for the City to assume responsibility to maintain additional portions of County roads because City development imposes an undue burden on County roads that serve the annexed property. The County and City agree that in those instances the existing Cross-Jurisdictional Road Maintenance Agreement between Crow Wing County and City of Brainerd, or subsequent agreement, will be amended or a separate standalone agreement will be negotiated to address those situations.

11. Disputes and Remedies. The County and City agree as follows:

11.1. *Negotiation*. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective County and City will direct staff members as they deem appropriate to meet at least once at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

11.2. *Adjudication*. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

12. Legal Description. The County and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit B, in the judgment of the Minnesota Office of Administrative Hearings, that the City and County shall make such corrections and file any additional documentation, including a new Exhibit B replacing and making the corrections requested or required by the Minnesota Office of Administrative Hearings as necessary to make effective the annexation the Subject Area in accordance with the terms of this Joint Resolution.

13. Termination. This Joint Resolution terminates when all of the Orderly Annexation Area has been annexed into the City or 50 years has passed since the execution of this Agreement, whichever is longer.

14. **Severability**. The provisions of this Joint Resolution are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, or unenforceable, such decision shall not affect the remaining provisions of this Joint Resolution.

15. **Amendments**. Any amendment to this Joint Resolution shall be adopted pursuant to the process and laws governing and applied to the adoption of this Joint Resolution. This Joint Resolution may not be unilaterally amended by action of the governing body of either the County or the City. Amendment of this Joint Resolution will require approval of each governing body.

16. **Costs Associated with the Orderly Annexation Agreement**. Each party shall pay its own costs incurred in the negotiation, development, and implementation of this Agreement.

17. **Headings**. Headings are included solely for the purpose of reference. The language in a heading shall not be interpreted as a substantive provision of this Joint Resolution.

18. **Effective Date**. This Joint Resolution and Agreement shall be effective upon adoption by the governing bodies of the County and City and approval by the MBAU. This Joint Resolution shall be filed by the City with the MBAU after adoption by the parties.

Adopted by affirmative vote of the members of the _____ Crow Wing County Board of Commissioners this _____day of _____2026.

ATTEST:

By: _____
ROSEMARY FRANZEN
Chair of the Board

By: _____
DEBORAH A. ERICKSON
County Administrator

Adopted by affirmative vote of the City Council of Brainerd, this _____ day of _____2026.

_____
MIKE O'DAY
President of the Council

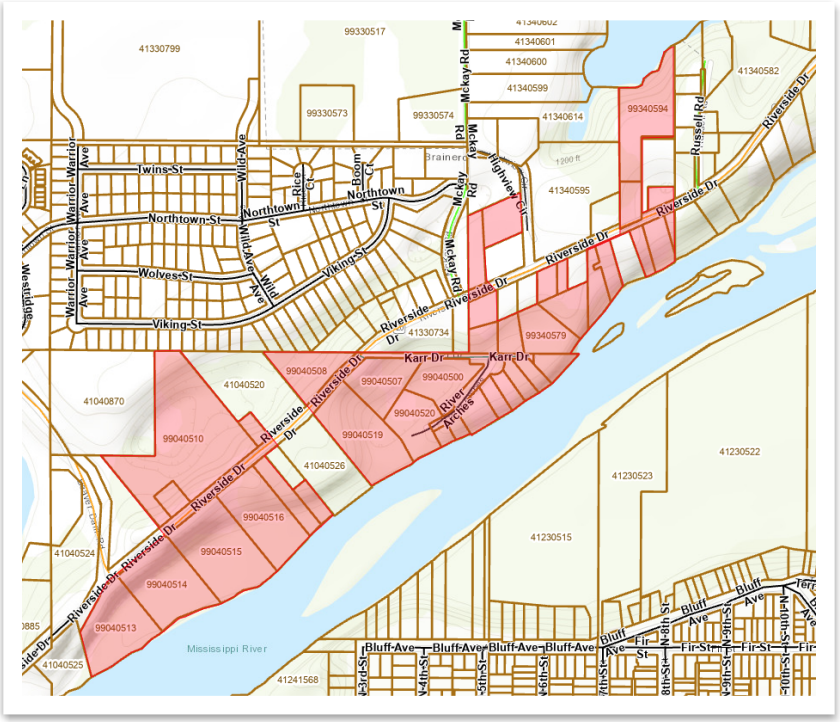
Approved this __ day of ____ 2026

_____
DAVE BADEAUX
Mayor

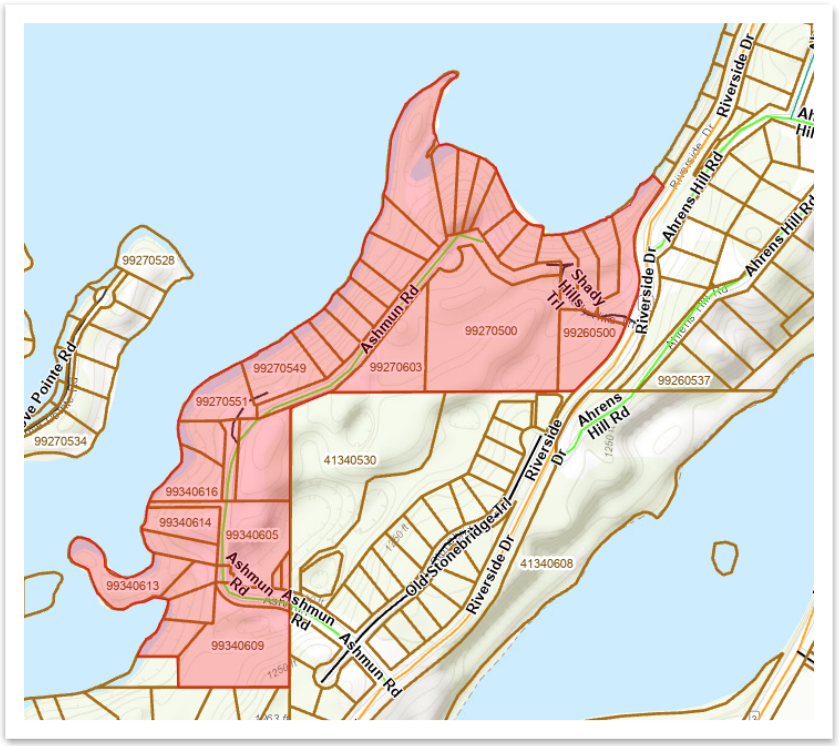
ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

EXHIBIT A - MAP OF PROPERTY

Orderly Annexation Area 1



Orderly Annexation Area 2



Orderly Annexation Area

Parcels

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

99040513

That part of Lot 20, and the vacated old C.S.A.H. No. 20, RIVER HEIGHTS, according to the record plat thereof described as follows: Commencing at the point on the west line of said RIVER HEIGHTS which is the northeast corner of Government Lot 5 Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota; thence South 00 degrees 20 minutes 00 seconds East, assumed bearing, along the East line of said Government Lot 5, and along said west line of RIVER HEIGHTS, 741.98 feet; thence North 55 degrees 55 minutes 41 seconds East 287.60 feet to the point of beginning of the tract to be described; thence North 14 degrees 48 minutes 50 seconds West 326.97 feet to the southerly right-of-way line of C.S.A.H. No. 20 as constructed in 1978 and now maintained; thence North 47 degrees 01 minutes 00 seconds East along said southerly right-of-way line to the northeasterly line of said Lot 20; thence South 39 degrees 13 minutes 00 seconds East 409 feet, more or less, along said northeasterly line of Lot 20, to the shore of the Mississippi River; thence southwesterly along said shore to its intersection with the line that bears South 14 degrees 48 minutes 50 seconds East from the point of beginning; thence North 14 degrees 48 minutes 50 seconds West 8 feet, more or less, to the point of beginning. Subject to easements, reservations, and restrictions of record if any together with all hereditaments and appurtenances.

99040515 and 99040514

River Heights, Lots 18, 19, and 20 and all that part of Lot 21 lying S'ly of new C.S.A Highway #20 and all the adjacent vacated portion of old C.S.A Highway #20.

99040516

Lot Seventeen (17), River Heights, except that part thereof described as follows: Commencing at the northeasterly corner of said Lot Seventeen (17), the point of beginning of the tract herein excepted; thence southwesterly along the northwesterly line of said Lot Seventeen (17) a distance of 100 feet; thence southeasterly along a line running parallel with the northeasterly line of said Lot Seventeen (17) to the southeasterly line of said Lot Seventeen (17); thence northeasterly along the southeasterly line of said Lot Seventeen (17) to the southeasterly corner of said lot; thence northwesterly along the northeasterly line of said Lot Seventeen (17) to the point of beginning and there terminating, all subject to easements, reservations and restrictions of record, if any.

99040518 and 99040517

Lot Sixteen (16), River Heights,
AND
That part of Lot Seventeen (17), River Heights, described as follows: Commencing at the Northeasterly corner of said Lot Seventeen (17), the point of beginning of the tract herein conveyed; thence Southwesterly along the Northwesterly line of said Lot Seventeen (17) a distance of 100 feet; thence Southeasterly along a line running parallel with the Northeasterly line of said Lot Seventeen (17) to the Southeasterly line of said Lot Seventeen (17); thence Northeasterly along the Southeasterly line of said Lot Seventeen (17) to the Southeasterly

corner of said lot; thence Northwesterly along the Northeasterly line of said Lot Seventeen (17) to the point of beginning and there terminating.

99040519

Lots 12, 13, and 14, River Heights, together with all that part of Outlot B, said River Heights, which lies Southwesterly of the following described line: beginning at a point on the northwesterly line of said Outlot B, distant 174.2 feet northeasterly from the most westerly corner of said Outlot B, as measured along the northwesterly line thereof; thence southeasterly to the southeasterly line of said Outlot B, along a line, which if extended, would intersect the most northerly corner of Lot 12 of said River Heights, Crow Wing County, Minnesota.
AND
That portion of vacated Karr Drive in the plat of River Heights which lies westerly of the northerly extension of the east line of Lot 12 of said plat and extending to the south line of the county highway.

99040507

That part of Outlot B, River Heights, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearing, 174.20 feet along the Northwesterly line of said Outlot B to the point of beginning of the tract to be described; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line which, if extended, would intersect the most Northerly corner of Lot Twelve (12) of said River Heights; thence North 33 degrees 17 minutes 44 seconds East 473.36 feet to the Southerly line of Karr Drive in said plat of River Heights; thence North 89 degrees 20 minutes 30 seconds West 360.00 feet along said Southerly line of Karr Drive to said Northwesterly line of Outlot B; thence South 46 degrees 48 minutes 00 seconds West 204.71 feet, more or less, along said Northwesterly line of Outlot B to the point of beginning, Crow Wing County, Minnesota.

99040520

Lots Ten (10) and Eleven (11), River Heights
AND
That part of Outlot B, River Heights, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearings 174.20 feet along the Northwesterly line of said Outlot B; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said River Heights, to the point of beginning of the tract to be described; thence continuing South 43 degrees 50 minutes 19 seconds East 163.59 feet; thence North 61 degrees 20 minutes 00 seconds East 300.00 feet; thence North 31 degrees 08 minutes 00 seconds West 120.00 feet; thence North 69 degrees 26 minutes 48 seconds West 197.12 feet; thence South 33 degrees 17 minutes 44 seconds West 236.68 feet to the point of beginning together with that portion of vacated Karr Drive which lies Westerly of the Northerly extension of the East line of Lot 10 of said Plat, and extending to South line of the County Highway.

99040500

Outlot A, REPLAT OF PART OF RIVER HEIGHTS, Crow Wing County, Minnesota.

AND

Outlot B, RIVER HEIGHTS, Crow Wing County, Minnesota,

Except that portion shown in *Document No. 357954* described as: That part of Outlot B, RIVER HEIGHTS, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearing, 174.20 feet along the Northwesterly line of said Outlot B; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line, which, if extended, would intersect the most Northerly corner of Lot Twelve (12) of said RIVER HEIGHTS, to the point of beginning of the tract to be described; thence continuing South 43 degrees 50 minutes 19 seconds East 163.59 feet; thence North 61 degrees 20 minutes 00 seconds East 300.00 feet; thence North 31 degrees 08 minutes 00 seconds West 120.00 feet; thence North 69 degrees 26 minutes 48 seconds West 197.12 feet; thence South 33 degrees 17 minutes 44 seconds West 236.68 feet to the point of beginning.

Also Except that portion shown in *Book 171 of Mortgages, Page 318* described as: That part of Outlot B, RIVER HEIGHTS, which lies Southwesterly of the following described line: Beginning at a point on the Northwesterly line of said Outlot B distant 174.2 feet Northeasterly from the most Westerly corner of said Outlot B, as measured along the Northwesterly line thereof; thence Southwesterly to the Southeasterly line of said Outlot B, along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said RIVER HEIGHTS.

Also Except that portion shown in *Book 356 of Deeds, Page 209* described as: That part of Outlot B, RIVER HEIGHTS, described as follows: Commencing at the most Westerly corner of said Outlot B; thence North 40 degrees 47 minutes 00 seconds East, assumed bearing 174.20 feet along the Northwesterly line of said Outlot B to the point of beginning of the tract to be described; thence South 43 degrees 50 minutes 19 seconds East 360.00 feet along a line which, if extended, would intersect the most Northerly corner of Lot 12 of said River Heights; thence North 33 degrees 17 minutes 44 seconds East 473.36 feet to the Southerly line of Karr Drive in said Plat of RIVER HEIGHTS; thence North 89 degrees 20 minutes 30 seconds West 360.00 feet along said Southerly line of Karr Drive to said Northwesterly line of Outlot B; thence South 46 degrees 48 minutes 00 seconds West 204.71 feet, more or less, along said Northwesterly line of Outlot B to the point of beginning.

Also Except that portion contained in the REPLAT OF RIVER HEIGHTS.

EXHIBIT A

Lot One (1), Block One (1) and Outlot B, Replat of Part of River Heights; and Lots 7, 8 and 9, River Heights, Crow Wing County, Minnesota

99040521 and 99040522 and 99030534

Lot One (1), Block One (1) and Outlot B, Replat of Part of River Heights; and Lots 7, 8, and 9, River Heights, Crow Wing County, Minnesota.

99340586 and 99340580

That part of Outlot B, Scenic Acres, lying Westerly of the following described line: Commencing at the Southeast corner of Lot 2, Block 1, Scenic Acres; thence South 66 degrees 27 minutes 40 seconds West 136.88 feet along the Southerly line of said Lot 2 to the point of beginning of the line to be described; thence South 9 degrees 3 minutes 15 seconds East 267.52 feet to a point on the South line of Outlot B and said line there ending.

AND
That part of Outlot B, Scenic Acres, lying Northeasterly of the following described line: Beginning at the Southeast corner of Lot 2, Block 1, Scenic Acres; thence South 50 degrees 23 minutes 12 seconds East 340 feet more or less to the shoreline of the Mississippi River and said line there ending.
AND
The West 183.47 feet of that part of Government Lot 5 Section 34, Township 134, Range 28, lying South of CSAH #20, except the following described tract: That part of Government Lot 5, Section 34, Township 134, Range 28, described as follow, to-wit: Commencing at the Southwest corner of said Government Lot 5, thence North along the West line of said Government Lot 5 a distance of 154.49 feet to the point of beginning; thence continuing North along said West line a distance of 169.52 feet to its intersection with the Southerly right-of-way line of CSAH No. 20, thence North 66 degrees 27 minutes 40 seconds East a distance of 200.12 feet along said right of way line to the Northwest corner of Lot 1, Block 1, Scenic Acres, thence South along the West line of said Lot a distance of 200 feet to the Southwest corner thereof, thence Southwesterly in a straight line to the point of beginning.

99340587

That part of Government Lot 5, Section 34, Township 134, Range 28, described as follows: Commencing at the Southwest corner of said Government Lot 5; thence North along the West line of said Government Lot 5 a distance of 154.49 feet to the point of beginning; thence continuing North along said West line a distance of 169.52 feet to its intersection with the Southerly right of way line of C.S.A.H #20; thence North 66 degrees 27 minutes 40 seconds East a distance of 200.12 feet along said right of way line to the Northwest corner of Lot 1, Block 1, Scenic Acres; thence South along the West line of said Lot a distance of 200 feet to the Southwest corner thereof; thence Southwesterly in a straight line to the point of beginning.

99340578

Lot Three (3), Block One (1), Scenic Acres.

99340579

THAT PART OF OUTLOT B OF THE RECORDED PLAT OF SCENIC ACRES, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 OF SAID PLAT OF SCENIC ACRES; THENCE SOUTH 66 DEGREES 27 MINUTES 40 SECONDS WEST 136.88 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTH 09 DEGREES 03 MINUTES 15 SECONDS EAST 267.52 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT B; THENCE SOUTH 89 DEGREES 37 MINUTES 24 SECONDS EAST APPROXIMATELY 285 FEET TO THE MISSISSIPPI RIVER; THENCE NORTHEASTERLY ALONG THE MISSISSIPPI RIVER

APPROXIMATELY 130 FEET TO A POINT WHICH BEARS SOUTH 50 DEGREES 23 MINUTES 12 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 50 DEGREES 23 MINUTES 12 SECONDS WEST APPROXIMATELY 340 FEET TO THE POINT OF BEGINNING, AND AN UNDIVIDED ½ INTEREST IN OUTLOT A, SCENIC ACRES, TOGETHER WITH A 20 FEET WIDE ROAD EASEMENT DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE SOUTH LINE OF OUTLOT A OF SAID PLAT OF SCENIC ACRES DISTANT 162.43 FEET SOUTH 66 DEGREES 27 MINUTES 40 SECONDS WEST FROM THE NORTHEAST CORNER OF OUTLOT B OF SAID PLAT; THENCE SOUTH 04 DEGREES 06 MINUTES WEST 201.88 FEET TO THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 50 DEGREES 23 MINUTES 12 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TRACT 24.61 FEET; THENCE NORTH 04 DEGREES 06 MINUTES EAST 177.12 FEET TO THE SOUTH LINE OF OUTLOT A OF SAID PLAT; THENCE NORTH 66 DEGREES 27 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID OUTLOT A 22.58 FEET TO THE POINT OF BEGINNING.

99340588

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degrees 22 minutes 32 seconds West, assumed bearing, 323.80 feet along the west line of said Government Lot 5 to an iron monument on the southerly right-of-way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds East 873.27 feet along said southerly right-of-way line to an iron monument, the point of beginning of the tract to be described; thence reversing South 66 degrees 03 minutes 00 seconds West 53.77 feet along said southerly right-of-way line to an iron monument; thence South 00 degrees 30 minutes 00 seconds East 464 feet, more or less, to the shore of the Mississippi River; thence northeasterly along said shore to its intersection with the line that bears South 15 degrees 46 minutes 00 seconds East from the point of beginning; thence North 15 degrees 46 minutes 00 seconds West 337 feet, more or less to the point of beginning; EXCEPT; That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degrees 22 minutes 32 seconds West, assumed bearing, 323.80 feet along the West line of said Government Lot 5 to an iron monument on the Southerly right of way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds East 873.27 feet along said Southerly right of way line to an iron monument thence South 15 degrees 46 minutes 00 seconds East 105.57 feet, to the point of beginning of the tract to be described; thence South 63 degrees 11 minutes 30 seconds West 45.60 feet; thence South 15 degrees 46 minutes 00 seconds East 30.00 feet; thence North 63 degrees 11 minutes 30 seconds East 45.00 feet; thence North 15 degrees 46 minutes 00 seconds West 30.00 feet to the point of beginning.

99340589

That part of Government Lot 5, Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows, Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degree 22 minutes 62 seconds West, assumed bearing, 323.80 feet along the West line of said Government Lot 5 to an iron monument on the Southerly right of way line of CSAH 20; thence North 66 degrees 03 minutes

00 seconds West 974.30 feet along said Southerly right of way line to an iron monument, the point of beginning of the tract to be described; thence reversing South 66 degrees 03 minutes 00 seconds West 101.03 feet along said Southerly right of way line to an iron monument; thence South 15 degrees 46 minutes 00 seconds East 337 feet, more or less, to the shore of the Mississippi River; thence Northeasterly along said shore to its intersection with the line that bears South 15 degrees 46 minutes 00 seconds East from the point of beginning; thence North 15 degrees 46 minutes 00 seconds West 310 feet, more or less, along the Northeasterly line of the tract deeded to Crawford by the deed recorded in *Book 271 of Deeds, page 192*, in the Crow Wing County Recorder's Office, to the point of beginning. Subject to easements, reservations, or restrictions of record, if any.
AND
DRAINFIELD DESCRIPTION
That part of Government Lot 5, Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 5; thence North 00 degree 22 minutes 32 seconds West, assumed bearing, 323.80 feet along the West line of said Government Lot 5 to an iron monument on the Southerly right of way line of CSAH 20; thence North 66 degrees 03 minutes 00 seconds East 873.27 feet along said Southerly right of way line to an iron monument; thence South 15 degrees 46 minutes 00 seconds East 105.57 feet, to the point of beginning of the tract to be described; thence South 63 degrees 11 minutes 30 seconds West 45.00 feet; thence South 15 degrees 46 minutes 00 seconds East 30.00 feet; thence North 63 degrees 11 minutes 30 seconds East 45.00 feet; thence North 15 degrees 46 minutes 00 seconds West 30.00 feet to the point of beginning.

99340590

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: From the Southwest corner of Lot 5 run North 0 degrees 30 minutes West 323.8 feet to the South line of Highway; thence North 66 degrees 03 minutes East 974.3 feet; thence South 15 degrees 46 minutes East 300 feet to the River; thence North 54 degrees 29 minutes East 236.6 feet along the River; thence North 15 degrees 46 minutes West 252 feet to the point on the South line of Highway, which is the point of beginning of the land herein described; thence South 66 degrees 01 minutes West 90.9 feet along the Northerly line of said tract to a point which is 90 feet measured at right angles from the Easterly line of said tract; thence South 20 degrees 02 minutes East 300 feet, more or less, to the shore of the Mississippi River; thence Northeasterly along said shore to the Easterly line of said tract; thence North 15 degrees 46 minutes West 300 feet, more or less, along said Easterly line to the place of beginning.

99340591

That part of Government Lot 5, Section 34, Township 134, Range 28, described as follows to-wit: Commencing at a point on the West line of said Lot 5, which is 323.8 feet North of the Southwest corner of said Lot 5, and on the South side of the Scenic Highway; thence North 66 degrees 03 minutes East 1199 feet along the Scenic Highway; thence South 15 degrees 46 minutes East 252 feet; more or less, to the shore of the Mississippi River, the place of beginning; thence North 15 degrees 46 minutes West 252 feet to the Scenic Highway; thence North 66 degrees 03 minutes East 150 feet along said Scenic Highway; thence South 15

degrees 46 minutes East 250 feet, more or less, to the shore of Mississippi River; thence Southwesterly along said shore to the place of beginning, according to the U.S. Government Survey thereof on file and of record in the office of the County Recorder in and for Crow Wing County, Minnesota.
AND ALSO:
That part of Government Lot 4, Section 34, Township 134, Range 28 described as follows: Commencing at a point on the West line of Government Lot 5, Section 34, Township 134, Range 28, which is 323.8 feet North of the Southwest corner of said Lot 5 and on the South side of the Scenic Highway; thence North 66 degrees 03 minutes East 1349 feet along said Scenic Highway; thence South 15 degrees 46 minutes East to the West line of Government Lot 4, the point of beginning of the tract herein described; thence continuing South 15 degrees 46 minutes East to the Mississippi River; thence Southwesterly along the shore of the river to the West line of said Lot 4 to the point of beginning. Together with an easement for ingress and egress over and across the existing asphalt driveway which encroaches from the West a distance of 5.6 feet onto those premises described in that certain deed recorded in *Book 206 of Deeds, page 286.*

99340592
That part of Government Lot 4, Section 34, Township 134, Range 28, described as follows: Commencing at the southwest corner of Section 34; thence North 0 degrees 30 minutes West 323.8 feet along the West line of Section 34 to the Southerly line of the public highway; thence North 66 degrees 03 minutes East 1459 feet along said highway to the point of beginning; thence South 35 degrees 00 minutes East 270.4 feet to the shore of the Mississippi River; thence North 57 degrees 36 minutes East 99.04 feet along said shore; thence North 35 degrees 00 minutes West 260.1 feet to the Souther line of said public highway; thence South 63 degrees 30 minutes West 100.05 feet along said highway to the point of beginning (PID NO. 41340575)
AND
That part of Government Lots 4 and 5, Section 34, Township 134, Range 28, described as follows: Commencing at a point on the West line of said Lot 5 which is 323.8 feet North of the Southwest corner of said Lot 5 and on the South side of the Scenic Highway; thence North 66 degrees 03 minutes East 1349 feet along said Scenic Highway; thence South 15 degrees 46 minutes East 250 feet, more or less to the shore of the Mississippi River, the place of beginning; thence North 15 degrees 46 minutes West 250 feet, more or less, to the edge of the Scenic Highway; thence North 66 degrees 03 minutes East 110 feet along said Scenic Highway; thence South 35 degrees 0 minutes East 250 feet, more or less, to the Mississippi River; thence Southwesterly along the river shore to the place of beginning. (PID No. 99340592)

99040512

Parcel A:That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the north right of way line of County Highway a distance of 100 feet to the point of beginning; thence northwesterly parallel with the west line of said Lot 28 a distance of 175 feet; thence northeasterly parallel with the north right of way line of said County Highway a distance of 100 feet; thence southeasterly parallel with the west line of said Lot 28, 175 feet to the County Highway right of way; thence southwesterly along the north line of the County Highway right of way 100 to the place of beginning.
AND

That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the north right of way line of County Highway a distance of 200 feet to the point of beginning; thence northwesterly parallel with the west line of said Lot 28 a distance of 175 feet; thence northeasterly parallel with the north right of way line of said County Highway a distance of 50 feet; thence southeasterly parallel with the west line of said Lot 28, 175 feet to the County Highway right of way; thence southwesterly along the north line of the County Highway right of way 50 feet to the place of beginning.

Parcel B: That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the south easterly line of said Lot 28 a distance of 250 feet to the point of beginning; thence northwesterly parallel with the westerly line of said Lot 28 a distance of 175 feet; thence northeasterly parallel with the southeasterly line of said Lot 28, a distance of 16.09 feet; thence Southeasterly parallel with the westerly line of said Lot 28 a distance of 175 feet to the southeasterly line of said Lot 28; thence southwesterly 16.09 feet along said southeasterly line to the point of beginning.
AND
That part of Lot 28, Plat of River Heights, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 28; thence northeasterly along the southeasterly line of said Lot 28, a distance of 100 feet to the point of beginning; thence northwesterly parallel with the westerly line of said Lot 28 a distance of 175 feet; thence southwesterly parallel with the southeasterly line of said Lot 28, a distance of 4.97 feet; thence southeasterly parallel with the westerly line of said Lot 28, a distance of 175.00 feet to the southeasterly line of said Lot 28; thence northeasterly along said southeasterly line of Lot 28 a distance of 4.97 feet to the point of beginning.

99040510

Lot 27, River Heights, according to the plat thereof on file and of record in the office of the Crow Wing County Recorder.
AND
Lot 28, River Heights, according to the plat thereof on file and of record in the office of the Crow Wing County Recorder, Except the East 100 feet of the West 200 feet of the South 175 feet of Lot 28; and Except that part of Lot 28 described as follows: Commencing at the Southwest corner of Lot 28; thence Northeasterly along the North right of way line of the County Highway a distance of 200 feet to the point of beginning; thence Northwesterly parallel with the West line of Lot 28 a distance of 175 feet; thence Northeasterly parallel with the North right of way line of said County Highway a distance of 50 feet; thence Southeasterly parallel with the West line of Lot 28 175 feet to the County Highway right of way; thence Southwesterly along the North line of the County Highway 50 feet to the point of beginning and also except that part of Lot 28 described as follows: Commencing at the Southwest corner of said Lot 28; thence Northeasterly along the Southeasterly line of said Lot 28 a distance of 100 feet to the point of beginning of the tract of land to be described; thence Northwesterly parallel with the Westerly line of said Lot 28 a distance of 175 feet; thence Southwesterly parallel with the Southeasterly line of said Lot 28 a distance of 4.97 feet; thence Southeasterly parallel with the Westerly line of said Lot 28 a distance of 175 feet to the Southeasterly line of said Lot 28; thence Northeasterly along said

Southeasterly line of Lot 28 a distance of 4.97 feet to the point of beginning. And also except that part of Lot 28 described as follows: Commencing at the Southwest corner of said Lot 28; thence Northeasterly along the Southeasterly line of said Lot 28 a distance of 250 feet to the point of beginning of the tract to be described; thence Northwesterly parallel with the Westerly line of said Lot 28 a distance of 175 feet; thence Northeasterly parallel with the Southeasterly line of said Lot 28 a distance of 16.09 feet; thence Southeasterly parallel with the Westerly line of said Lot 28 a distance 175 feet to the Southeasterly line of said Lot 28; thence Southwesterly 16.09 feet along said Southeasterly line to the point of beginning.
AND
Lot 29, River Heights, according to the plat thereof on file and of record in the office of the Crow Wing County Recorder

99340501

That part of Government Lot 5, Section 34, Township 134, Range 28, described as follows: Beginning at a point where the West line of said Government Lot 5 intersects the centerline of the road known as “Scenic Drive” or “Scenic River Road”; thence North 0 degrees 30 minutes West, assumed bearing, along said West line of said Government Lot 5, a distance of 508.80 feet; thence North 66 degrees 03 minutes East a distance of 99.70 feet; thence South 2 degrees 57 minutes East a distance of 500.00 feet, to the point of intersection with the centerline of said “Scenic Drive”; thence South 66 degrees 03 minutes West, along the centerline of said “Scenic Drive” a distance of 123.00 feet to the point of beginning.

99040509

That part of Lot Thirty (30), River Heights, described as follows: Beginning at the Southwest corner of said Lot Thirty (30); thence 200 feet Northerly along the West line of said lot; thence 100 feet Easterly on a course parallel to the South line of said lot; thence 200 feet Southerly to the Northerly line of the county highway; thence Westerly along said Northerly line to the point of beginning.

99330515

That part of the Southeast quarter of the Southeast quarter, Section 33, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Southeast corner of the said Southeast quarter of the Southeast quarter; thence North 0 degrees 18 minutes West 396.5 feet along the East line of the said Southeast quarter of the Southeast quarter to the North right of way line of the County Highway; thence South 66 degrees 22 minutes West 435.9 feet along the said right of way to the place of beginning; thence North 24 degrees 30 minutes West 150 feet; thence South 64 degrees 38 minutes West 106.8 feet; thence South 27 degrees 06 minutes East 150.14 feet to the North right of way line of the County Highway; thence North 64 degrees 38 minutes East 100 feet along the said right of way line to the place of beginning. And that part of the Southeast quarter of the Southeast quarter, Section 33, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Southeast corner of the said Southeast quarter of the Southeast quarter; thence North 0 degrees 18 minutes West 396.5 feet along the East line of the said Southeast quarter of the Southeast quarter to the North right of way line of the County Highway; thence South 66 degrees 22 minutes West 435.9 feet along the said right of way line; thence North 24 degrees 30 minutes West 150 feet to the place of beginning; thence North 24 degrees 30 minutes West 50.01 feet;

thence South 64 degrees 38 minutes West 109.07 feet; thence South 27 degrees 06 minutes East 50.02 feet; thence North 64 degrees 38 minutes East 106.08 feet to the point of beginning.

99340593

The South 200 feet of the West 140 feet of the East 350 feet of all that part of Government Lot 5, Section 34, Township 134, Range 28, lying Northerly of the centerline of the road known as Scenic Drive or Scenic Road. Said 200 feet created by a line drawn 200 feet North and parallel with said centerline of the road known as Scenic Drive or Scenic Road.
AND
That part of the Government Lot 5, Section 34, Township 134, Range 28, described as follows: Commencing at the point where the centerline of the road known as “Scenic Drive” intersects with the West line of the East 350.00 feet of said Government Lot 5; thence North 0 degrees 07 minutes West, assumed bearing, along said West line of the East 350.00 feet a distance of 200.00 feet to an iron monument being the point of beginning; thence North 66 degrees 03 minutes East, parallel with the centerline of said “Scenic Drive”, a distance of 153.05 feet to an iron monument on the West line of the East 210.00 feet of said Government Lot 5; thence North 0 degrees 07 minutes West along said West line of the East 210.00 feet a distance of 38.16 feet; thence South 89 degrees 53 minutes West a distance of 140.00 feet to a point on said West line of the East 350.00 feet; thence South 0 degrees 07 minutes East along said West line of the East 350.00 feet a distance of 100.00 feet to the point of beginning.

99340594

TRACT 1
The East 350 feet of the Northwest Quarter Southwest Quarter (NW1/4SW1/4) Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West lying South of Gilbert Lake, EXCEPT the South 20 feet of the East 210 feet of said Northwest Quarter Southwest Quarter (NW1/4SW1/4) Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West.

BUT ALSO CONVEYING

TRACT 2
The East 350 feet of Government Lot Five (5), Section 34, Township 134 North, Range 28 West.

EXCEPT

That part of Government Lot 5 lying South and East of the centerline of Scenic River Road, also known as CSAH 20,

AND ALSO EXCEPT

That part of the East 210 feet of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West Crow Wing County, Minnesota described as follows: Beginning at the Northeast corner of said Government Lot Five (5); thence South 00 degrees 16 minutes 37 seconds East, bearing based on Crow Wing County Coordinate Database NAD 83/94, 280.48 feet along the East line of said Government

Lot Five (5) to the Northeast corner of the tract deeded to Crow Wing County by the deed recorded as d*ocument number 643034* in the Crow Wing County Recorders Office; thence South 89 degrees 41 minutes 33 seconds West 170.00 feet along the North line of said Crow Wing County Tract to the Northwest corner of said Crow Wing County tract also being on the West line of the East 170.00 feet of said Government Lot Five (5); thence South 00 degrees 16 minutes 37 seconds East 187 feet, more or less, along said West line of the East 170 feet of Government Lot Five (5) to the centerline of CSAH 20; thence Southwesterly 44 feet, more or less, along said centerline of CSAH 20 its intersection with the West line of said East 210 feet of Government Lot Five (5); thence North 00 degrees 16 minutes 37 seconds West 485 feet, more or less, along said West line of the East 210 feet of Government Lot Five (5) to the North line of said Government Lot Five (5); thence Easterly 210 feet, more or less, along said North line of Government Lot Five (5) to the point of beginning.

AND ALSO EXCEPT

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, described as follows:

Commencing at the point where the center line of the road known as “Scenic Drive” and/or “Riverside Drive” intersects the West line of the East 350.00 feet of said Government Lot Five (5); thence North 0 degrees 07 minutes West, assumed bearing, along said West line of the East 350.00 feet a distance of 200.00 feet to an iron monument being the point of beginning; thence North 66 degrees 03 minutes East, parallel with the center line of said “Scenic Drive” and/or “Riverside Drive”, a distance of 153.05 feet to an iron monument on the West line of the East 210 feet of said Government Lot Five (5); thence North 0 degrees 07 minutes West along said West line of the East 210.00 feet a distance of 38.16 feet; thence South 89 degrees 53 minutes West a distance of 140.00 feet to a point on said West line of the East 350.00 feet; thence South 0 degrees 07 minutes East along said West line of the East 350.00 feet a distance of 100.00 feet to the point of beginning.

AND ALSO EXCEPT

The South 200 feet of the following described tract (measured along the West line of said tract), to-wit: The West 140 feet of the East 350 feet of Lot Five (5) which lies North and West of the center line of the road known as “Scenic Drive” or “Scenic Road”, all in Section Thirty-four (34), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West.

99340595

That part of the East 210 feet of Government Lot 5, Section 34, Township 134, Range 28, Crow Wing County, Minnesota described as follows: Beginning at the northeast corner of said Government Lot 5; thence South 00 degrees 16 minutes 37 seconds East bearing based on Crow Wing County Coordinate Database NAD 83/94, 280.48 feet along the east line of said Government Lot 5 to the northeast corner of the tract deeded to Crow Wing County by the deed recorded as *document number 643034* in the Crow Wing County Recorder’s Office; thence South 89 degrees 41 minutes 33 seconds West 170.00 feet along the north line of said Crow Wing County tract to the northwest corner of said Crow Wing County tract also being on the west line of the East 170.00 feet of said Government Lot 5; thence South 00 degrees 16 minutes 37 seconds East 187 feet, more or less, along said west line of the East 170 feet of Government Lot 5 to the centerline of CSAH 20; thence southwesterly 44 feet, more or less,

along said centerline of CSAH 20 to its intersection with the west line of said East 210 feet of Government Lot 5; thence North 00 degrees 16 minutes 37 seconds West 485 feet, more or less, along said west line of the East 210 feet of Government Lot 5 to the north line of said Government Lot 5; thence easterly 210 feet, more or less, along said north line of Government Lot 5 to the point of beginning.
AND
The South 35 feet of the East 210 feet of the Northwest Quarter of the Southwest Quarter, Section 34, Township 134, Range 28, Crow Wing County, Minnesota.

99030533

The East 50 feet of Lots One (1), Two (2), Three (3) and Four (4), Block Sixty-six (66), Town of Brainerd & 1st Addition to Brainerd, Crow Wing County, Minnesota

99030532

Lot Three (3), Block One (1), Replat of Part of River Heights

99030530

Re-plat of part of River Heights, Section 3, Township 133, Range 28, Lot Five (5), Block One (1), Crow Wing County, Minnesota, Unorganized/1st Assessment

99030531

Lot 4, Block 1, Replat of part of River Heights

99040524

Lot 1, River Heights, Crow Wing, Minnesota

99340608 and 99340609

PARCEL 1:
The North 100 feet of the East 544 feet of Government Lot 2, Section 34, Township 134, Range 28.

PARCEL 2:
All that part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at the Northeast corner of said Section Thirty-four (34); thence South 89 degrees 25 minutes 45 seconds West, assumed bearing, 1613.00 feet along the North line of said Section 34; thence South 3 degrees 26 minutes 02 seconds West 920.76 feet; thence South 3 degrees 22 minutes 26 seconds West 10.49 feet; thence continue South 3 degrees 22 minutes 26 seconds West 192.17 feet to the point of beginning of the tract to be described; thence North 3 degrees 22 minutes 26 seconds East 192.17 feet; thence Southeasterly 187.76 feet along a non-tangential curve, concave to the Northeast, having a radius of 160.81 feet, a central angle of 66 degrees 53 minutes 51 seconds and a chord bearing of South 53 degrees 34 minutes 17 seconds East and a chord of 177.27 feet; thence South 87 degrees 01 minutes 14 seconds East tangent to the last described curve, 132.23 feet; thence Easterly 91.02 feet along a tangential curve, concave to the South, having a radius of 308.10 feet and a central angle of 16 degrees 55 minutes 36 seconds to the East line of said Northwest Quarter of the Northeast

Quarter; thence South 0 degrees 05 minutes 58 seconds West 268.57 feet along said East line to the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 24 seconds West 544.02 feet along the South line of said Northwest Quarter of the Northeast Quarter to the West line of the East 544 feet of said Northwest Quarter of the Northeast Quarter; thence North 0 degrees 05 minutes 58 seconds East 50.00 feet along said West line to the North line of the South 50 feet of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 24 seconds West 183 feet, more or less, along said North line to the shore of Gilbert Lake; thence Northeasterly along said shore to an intersection with a line which bears North 84 degrees 51 minutes 39 seconds West from the point of beginning; thence South 84 degrees 51 minutes 39 seconds East 211 feet, more or less, to the point of beginning.
Together with an easement for the driveway road as said road exists along and across the easterly line of the following description: Beginning at the concrete monument located at the northeast corner of Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), then proceed west along said section line for a distance of 1613 feet to a point marked by an iron pipe driven into the ground; thence South 3 degrees 22 minutes 21 seconds West 918 feet to a point marked by an iron pipe driven into the ground which is the place of beginning; thence South 69 degrees 48 minutes West 226.95 feet, more or less to the shore of Gilbert Lake; thence South 09 degrees 59 minutes 30 seconds West 106.05 feet along said shore; thence South 84 degrees 55 minutes 20 seconds East 220.55 feet; thence North 03 degrees 18 minutes 45 seconds East 202.66 feet to the point of beginning.

99340611

That part of the Tract deed to Endres by the deed recorded in *Book 172 of Deeds, page 82*, described as follows: Beginning at the concrete monument located at the northeast corner of Section 34, Township 134, Range 28, then proceed West along said section line for a distance of 1613 feet to a point marked by an iron pipe driven into the ground; thence South 3 degrees 22 minutes 21 seconds West 918 feet (Deed: South 3 degrees 50 minutes West 918 feet) to a point marked by an iron pipe driven into the ground which is the place of beginning; thence South 69 degrees 48 minutes West 226.95 feet more or less to the shore of Gilbert Lake; thence South 9 degrees 59 minutes 30 seconds West 106.05 feet along said shore; thence South 84 degrees 55 minutes 20 seconds East 220.55 feet; thence North 3 degrees 18 minutes 45 seconds East 202.66 feet to the point of beginning.

99340504

That part of the NW1/4NE1/4 of Section 34, Township 134, Range 28, described as follows: Commencing at the NE corner of said Section 34; thence W 1,613.00 feet along the N line of said Section 34 to an iron pipe monument; thence S 3°50’W; 37.02 feet to the place of beginning; thence S 3°50’W 100.98 feet to an iron pipe monument, the NE corner of the tract deeded to First Federal Savings and Loan Association of Brainerd, and recorded in *Book 160 of Deeds, page 159*; thence N 8°11’W along the N line of said First Federal Savings and Loan Association tract to the shore of Gilbert Lake; thence northerly along said shore to a point N 78°11’W of the place of beginning; thence S 78°11’ E to the place of beginning together with an easement for ingress and egress over the present road. Together with all that part of the island in Gilbert Lake, which lies in the NW1/4NE1/4 of Section 34, Township 134N, Range 28W. Subject to any reservations or restrictions or record, if any.

99340613

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Beginning at the Northeast corner of said Section Thirty-four (34), thence 1613.00 feet West on the North section line of said Section Thirty-four (34), to an iron pipe monument, thence delta angle 86 degrees 10 minutes to the left of said Section line, southwesterly 838.00 feet to the point of beginning where there is located an iron pipe monument, thence continuing along the same described line Southwesterly 80.0 feet along the West right of way limits of the present travelled road to an iron monument, thence on a line, delta angle 65 degrees 58 minutes right Southwesterly to the point of intersection with the North and South quarter line of said Section Thirty-four (34), the property involved is bounded on the easterly side by the first above described line from point of beginning whose length is 80.0 feet and on the Southerly side by the second above described line and on the Northerly side by a line beginning at the point of beginning, thence delta angle 97 degrees 59 minutes to the right Northwesterly to the point of intersection with said North and South quarter line of said Section Thirty-four (34), and on the West side by that part of said North and South quarter line between the above described points of intersection except all that part of an island in Gilbert Lake located in the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28); Also except the following described portion: That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Beginning at the Northeasterly corner of the tract of land conveyed to George R. Bedard and James Geary which deed is recorded in *Book 163 of Deeds, page 389*, thence North 78 degrees 11 minutes West 111.4 feet along the Northerly line of said Bedard - Geary tract, thence South 44 degrees 14 minutes West 204.7 feet to the shore of Gilbert Lake, thence South 44 degrees 46 minutes East 48.3 feet along said shore to the Southerly line of said Bedard – Geary tract, thence North 69 degrees 48 minutes East 226.1 feet along Southerly line to the Southeasterly corner of said Bedard – Geary tract, thence North 3 degrees 50 minutes East 80 feet to the place of beginning.
Together with an easement across the northerly Twenty (20) feet of said exception tract for access to the tract hereby conveyed.

99340612

That part of the NW1/4NE1/4, Section 34, Township 134, Range 28, described as follows: Beginning at the Northeasterly corner of the tract of land conveyed to George R. Bedard and James Geary which deed is recorded in *Book 163 of Deeds, Page 389*; thence North 78 degrees 11 minutes West 111.4 feet along Northerly line of said Bedard – Geary tract; thence South 44 degrees 14 minutes West 204.7 feet to the shore of Gilbert Lake; thence South 44 degrees 46 minutes East 48.3 feet along said shore to the Southerly line of said Bedard – Geary tract; thence North 69 degrees 48 minutes East 226.1 feet along said Southerly line to the Southeasterly corner of said Bedard – Geary tract; thence North 3 degrees 50 minutes East 80 feet to the place of beginning.

99340614

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as

follows: Commencing at the Northeast corner of said Section 34, thence South 89 degrees 55 minutes 41 seconds West, assumed bearing, 1613.00 feet along the North line of said Section 34; thence South 3 degrees 22 minutes 21 seconds West 554.85 feet to a point on the South line of the North 553.84 feet of said NW1/4NE1/4, the place of beginning; thence South 3 degrees 22 minutes 21 seconds West 184.11 feet to the Northeasterly corner of the tract deeded to Lakewood Evangelical Free Church of Brainerd, Minnesota, by the Deed recorded in *Book 201 of Deeds, page 540*; thence North 78 degrees 11 minutes West 353.44 feet along the Northerly line of said tract to the shore of Gilbert Lake; thence North 22 degrees 18 minutes 13 seconds East 120.0 feet along said shore to a point on the South line of the North 553.84 feet of said NW1/4of NE1/4; thence North 89 degrees 55 minutes 41 seconds East 311.24 feet along said South line of the North 553.84 feet to the place of beginning, Crow Wing County, Minnesota.
A.P.N.970341200C00009

99340616

That part of the Northwest Quarter of the Northeast Quarter, Section 34, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South along the east line of said Northwest Quarter of the Northeast Quarter 525.4 feet; thence West 667 feet to the shore of Gilbert Lake, being the point of beginning; thence East for a distance of 340 feet to the roadway running northerly and southerly through said Northwest Quarter of the Northeast Quarter; thence northerly along said roadway for a distance of 400 feet; thence west to the shore of Gilbert Lake; thence southerly along the shore of Gilbert Lake to the point of beginning.

99340649

That part of the following described property per *Document No. 0801568*:

Part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows, to-wit: Commencing at the northeast corner of said NW1/4NE1/4; thence south along the east line of said NW1/4NE1/4, for a distance of 525.4 feet; thence west 667 feet to the shore of Gilbert Lake, being the point of beginning of the land herein conveyed; thence east for a distance of 340 feet to the roadway running northerly and southerly through said NW1/4NE1/4; thence northerly along said roadway for a distance of 400 feet; thence west to the shore of Gilbert Lake; thence southerly along the shore of Gilbert Lake to the point of beginning.

Lying northerly of the following described line:

Commencing at the northeast corner of said NW1/4NE1/4; thence south along the east line of said NW1/4NE1/4, for a distance of 525.4 feet; thence west 667 feet to the shore of Gilbert Lake; thence east for a distance of 340 feet to the roadway running northerly and southerly through said NW1/4NE1/4; thence northerly along said roadway for a distance of 166.48 feet to the point of beginning; thence deflect to the left 60 degrees 52 minutes 15 seconds and run northwesterly 133.06 feet; thence deflect to the left 9 degrees 30 minutes 46 seconds and run northwesterly 70 feet more or less, to the shore of Gilbert Lake and there terminating.

Together with an easement as recorded in an Easement Agreement recorded with the Crow Wing County Recorder as *Document No. A923243*, and legally described as follows:

An access easement over and across that part of Lot 1, Shady Hills Replat, and Lot 1, Crow Wing County Highway Right-of-Way Plat No. 1 described as follows: Beginning at the southwest corner of said Lot 1, County Right-of-Way Plat No. 1; thence South 89 degrees 26 minutes 08 seconds West 89.03 feet along the South line of said Lot 1, Shady Hills Replat, thence North 27 degrees 21 minutes 05 seconds East 23.00 feet; thence North 89 degrees 28 minutes 05 seconds East 88.63 feet; thence South 83 degrees 33 minutes 49 seconds East 30.95 feet; thence South 57 degrees 52 minutes 47 seconds East 30.56 feet to the south line of said Lot 1, Crow Wing County Highway Right-of-Way Plat No.1; thence South 89 degrees 26 minutes 08 seconds West 88.90 feet to the point of beginning.

99270551

All of Lot One (1), Block One (1), Shady Hills Replat, and part of vacated public road, plat of Shady Hills, designated as Parcel Lot 1 of Crow Wing County Highway Right of Way Plat No. 1, revised by Certificate of Correction Recorded February 21, 1984, and its addendum Recorded December 21, 1987, Crow Wing County, Minnesota.

99270548 and 99270549 (99270550 was combined with 99270549)

Lots Two (2), Three (3), and (4), Block One (1), Shady Hills Replat

99270547

Lot 5, Block 1, Shady Hills Replat, Crow Wing Couty, Minnesota

99270546 and 99270604

Lot 6, Block 1, Shady Hills Replat and Outlot B, Shady Hills, except the parts of said outlots included in the Shady Hills Replat, Crow Wing County, Minnesota

99270545 and 99270544 and 99270543 and 99270603

Lots 7, 8 and 9, Block 1, Shady Hills Replat, Crow Wing County, Minnesota.
And
Outlot C, Shady Hills, except the parts of said outlots included in the Shady Hills Replat, Crow Wing County, Minnesota.

99270542

Lot Ten (10), Block One (1), SHADY HILLS REPLAT. Crow Wing County, Minnesota

99270541

Lot 11, Block 1, Shady Hills Replat.

99270540

Lot Twelve (12), Block One (1), Shady Hills Replat

99270611

Lot 15, Block 1, Shady Hills

99270610

Lot 16, Block 1, Shady Hills

99270609

Lot 17, Block 1, Shady Hills

99270607 (combined with 99270608)

Lots 18 and 19, Block 1, Shady Hills

99270606

Lot Twenty (20), Shady Hills

99270605

Lot 21, Shady Hills, according to the plat thereof on file and of record in the office of the County Recorder. Crow Wing County, Minnesota.

99270500

Outlot D, Shady Hills, except that part included in the Shady Hills Replat, Crow Wing County, Minnesota.

99340605

EXHIBIT A

That part of the Northwest Quarter of the Northeast Quarter, Section 34, Township 134 North, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Southeast corner of Outlot B, Shady Hills, thence South 00 degrees 02 minutes 06 seconds West, 435.73 feet, assumed bearing along the West line of Stonebridge, to the Northerly right of way line of Ashmun Road per *Book 333 of Deeds, page 677*, said corner also being the Southwest corner of Outlot A, said plat Stonebridge; thence Northwesterly along said Northerly right of way and along the Northerly right of way of Ashmun Road per *Document No. 329595*, along a non-tangential curve concave to the Southwest having a radius of 408.10 feet, a central angle of 12 degrees 11 minutes 48 seconds for an arc length of 86.87 feet, the chord of said curve bears North 81 degrees 31 minutes 49 seconds West; thence North 87 degrees 37 minutes 43 seconds West, 132.23 feet, along said Northerly right of way per *Document No. 329595*; thence Northwesterly along said right of way, along a tangential curve concave to the Northeast having a radius of 60.18 feet, a central angle of 90 degrees 50 minutes 20 seconds for an arc length of 95.42 feet; thence North 86 degrees 47 minutes 23 seconds West, 17.00 feet to the East line of the right of way of Ashmun Road per *Document No. 329564*; thence North 03 degrees 12 minutes 37 seconds East, 39.67 feet; along said Easterly right of way line; thence South 89 degrees 25 minutes 45 seconds West, 67.29 feet to the Southeast corner of the tract of land described in *Book 208 of Deeds, page 56*; thence North 03 degrees 21 minutes 18 seconds East 285.09 feet, along the East line of the tract of land described in *Book 208 of Deeds, page 56* and along the East line of the tract of land described in *Book 208 of Deeds, page 363* to the Northeast corner of said tract of land described in *Book 208 of Deeds, page 363*; thence Westerly along the North line of said tract of land described in *Book 208 of Deeds, page 363*, a distance of 347 feet more or less to the shore of Gilbert Lake; thence Northerly along said shore

to the South line of the North 525.40 feet of said Northwest Quarter of the Northeast Quarter; thence Easterly, 677 feet more or less, along said South line to the point of beginning.
EXCEPT that part of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, that lies northerly of the northerly right of way line of Ashmun Road as described in *Doc. No. 329595* and easterly of the following described line: Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest quarter of the Northeast Quarter to the point of beginning; thence South 35 degrees 31 minutes 45 seconds West 149.28 feet; thence South 00 degrees 05 minutes 58 seconds West 65.96 feet, more or less, to said northerly right of way line of Ashmun Road and said line there terminating.
EXCEPT
That part of the East 43.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota that lies northerly of the northerly right-of-way line of Ashmun Road as described in *Document No. 329595* and southerly of the following described line:
Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the line to be described; thence South 35 degrees 31 minutes 45 seconds West 74.18 feet to the west line of the East 43.00 feet thereof and said line there terminating.

99260558

That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet to the point of beginning of the tract to be described; hence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the east line of the West 84.07 feet of said Government Lot 5; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 82 feet, more or less, to the shoreline of Gilbert Lake; thence westerly along said shoreline to the intersection with said west line of said Section 26; thence South 01 degrees 16 minutes 30 seconds West along said west line, a distance of 364 feet, more or less, to the point of beginning.

AND ALSO Lot 22, SHADY HILLS, according to the recorded plat thereof, Crow Wing County, Minnesota.

The above described parcels are to be permanently attached to each other.

Along with and subject to a 20.00 foot easement for ingress and egress purposes over, under and across that part of said Government Lot 5, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 26; thence North 89 degrees 40 minutes 02 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 26, a distance of 86.18 feet to the westerly right-of-way line of County State Aid Highway 20; thence North 44 degrees 39 minutes 17 seconds East along said right-of-way, a distance of 193.76 feet; thence northeasterly 176.30 feet along right-of-way on a tangential curve concave to the northwest, said curve having a radius of 423.58 feet and a central angle of 23 degrees 50 minutes 50 seconds; thence North 20 degrees 49 minutes 58 seconds East along said right-of-way, tangential to the last described curve, a distance of 84.74 feet to the point of beginning of the centerline to be described; thence 72.55 feet westerly along a non-tangential curve concave to the south, said curve having a radius of 130.00 feet, a central angle of 31 degrees 58 minutes 24 seconds, a chord length of 71.61 feet and a chord bearing of North 83 degrees 33 minutes 57 seconds West; thence South 80 degrees 26 minutes 51 seconds West, tangential to the last described curve, a distance of 56.16 feet; thence 122.26 feet northwesterly along a tangential curve concave to the north, said curve having a radius of 130.00 feet and a central angle of 53 degrees 53 minutes 00 seconds; thence North 45 degrees 40 minutes 10 seconds West, tangential to the last described curve, a distance of 72.39 feet and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the south line of the drainage easement as described in *Document Number 0794076*, and the westerly right-of-way line of County State Aid Highway Number 20.

99260502

Tract B: That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26: thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the east line of the West 84.07 feet of said Government Lot 5, said point hereinafter referred to as “Point A”; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet to the point of beginning of the tract to be described; thence reversing course South 40 degrees 38 minutes 57 seconds East, a distance of 63.34 feet to the intersection with said east line of the West 84.07 feet of said Government Lot 5; thence South 01 degrees 16 minutes 30 seconds West, along said east line, a distance of 245.82 feet to said “Point A”; thence South 88 degrees 43 minutes 30 seconds East, a distance of 34.30 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the east line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 268.97 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 167 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 82 feet, more or less, to the point of beginning.

Along with and subject to a 20.00 foot easement for ingress and egress purposes over, under and across that part of said Government Lot 5, the centerline of said easement is described as follows: Commencing at the southwest corner of said Section 26; thence North 89 degrees 40 minutes 02 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 26, a distance of 86.18 feet to the westerly right-of-way line of County State Aid Highway 20; thence North 44 degrees 39 minutes 17 seconds East along said right-of-way, a distance of 193.76 feet; thence northeasterly 176.30 feet along said right-of-way on a tangential curve concave to the northwest, said curve having a radius of 423.58 feet and a central angle of 23 degrees 50 minutes 50 seconds; thence North 20 degrees 49 minutes 58 seconds East along said right-of-way, tangential to the last described curve, a distance of 84.74 feet to the point of beginning of the centerline to be described; thence 72.55 feet westerly along a non-tangential curve concave to the south, said curve having a radius of 130.00 feet, a central angle of 31 degrees 58 minutes 24 seconds, a chord length of 71.61 feet and a chord bearing of North 83 degrees 33 minutes 57 seconds West; thence South 80 degrees 26 minutes 51 seconds West, tangential to the last described curve, a distance of 56.16 feet; thence 122.26 feet northwesterly along a tangential curve concave to the north, said curve having a radius of 130.00 feet and a central angle of 53 degrees 53 minutes 00 seconds; thence North 45 degrees 40 minutes 10 seconds West, tangential to the last described curve, a distance of 72.39 feet and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the south line of the drainage easement as described in *Document Number 0794076*, and the westerly right-of-way line of County State Aid Highway Number 20.

ALSO along with an easement for ingress and egress purposes over and across that part of said Government Lot 5 described as follows:

Commencing at the Southwest corner of said Section 26; thence North 1 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 450.41 feet to the point of beginning; thence South 88 degrees 43 minutes 30 seconds East, a distance of 72.81 feet; thence North 50 degrees 33 minutes 43 seconds West, a distance of 67.16 feet; thence North 1 degree 16 minutes 30 seconds East parallel to the West line of said Section 26, a distance of 100.21 feet; thence North 88 degrees 43 minutes 30 seconds West, a distance of 20.00 feet to the West line of said Section 26; thence South 1 degree 16 minutes 30 seconds West along said West line, a distance of 141.71 feet to the point of beginning.

AND ALSO along with a 20.00 foot easement for ingress and egress purposes over, under and across part of said Government Lot 5, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 592.12 feet to the north line of a drainage easement recorded as *Document Number 0794076* and on file in the Office of the County Recorder, Crow Wing County, Minnesota; thence South 88 degrees 43 minutes 30 seconds East along the north line of said drainage easement, a distance if 10.00 feet to the point of beginning of the centerline to be described; thence North 01 degree 16 minutes 30 seconds East, parallel with the west line of said Section 26, a distance of 26.54 feet; thence North 85 degrees 44 minutes 35 seconds East,

a distance of 74.42 feet to the east line of the West 84.07 feet of said Government Lot 5, and said centerline there terminates.

The sidelines of said easement are to be prolonged or shortened to terminate on the east line of the West 84.07 feet of said Government Lot 5 and the north line of drainage easement as described in *Document Number 0794076*.

99260503

That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 26; thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the east line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 268.97 feet to the point of beginning; thence reversing course South 01 degrees 16 minutes 30 seconds West, a distance of 207.91 feet; thence North 64 degrees 11 minutes 01 seconds East, a distance of 112.32 feet to the intersection with the east line of the West 284.07 feet of said Government Lot 5; thence North 01 degrees 16 minutes 30 seconds East along said east line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 167 feet, more or less, to the point of beginning. Along with a 20.00 foot easement for ingress and egress purposes over under, under and across part of said Government Lot 5, the centerline of said easement is described as follows: Commencing at the southwest corner of said Section 26; thence North 89 degrees 40 minutes 02 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 26, a distance of 86.18 feet to the westerly right-of-way line of County State Aid Highway Number 20; thence North 44 degrees 39 minutes 17 seconds East along said right-of-way, a distance of 193.76 feet; thence 176.30 feet northeasterly along said right-of-way on a tangential curve concave to the northwest, said curve having a radius of 423.58 feet and a central angle of 23 degrees 50 minutes 50 seconds; thence North 20 degrees 49 minutes 58 seconds East along said right-of-way, tangential to the last described curve, a distance of 190.63 feet; thence124.48 feet northerly along said right-of-way on a tangential curve concave to the west, said curve having a radius of 214.27 feet and a central angle of 33 degrees 17 minutes 09 seconds; thence North 12 degrees 27 minutes 42 seconds West along said right-of-way, tangential to the last described curve, a distance of 30.77 feet to the point of beginning of the centerline to be described; thence 101.59 feet northwesterly along a non-tangential curve concave to the southwest, said curve having a radius of 110.00 feet, a central angle of 52 degrees 55 minutes 00 seconds, a chord length of 98.02 feet and a chord bearing of North 64 degrees 27 minutes 10 seconds West to the intersection with the east line of the West 284.07 feet of said Government Lot 5, and said centerline there terminates.
The sidelines of said easement are to be prolonged or shortened to terminate on the east line of the West 284.07 feet of said Government Lot 4, and the westerly right-of-way line of said County State Aid Highway Number 20.

99260501

That part of Government Lot 5, Section 26, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows:
Commencing at the southwest corner of said Section 26; thence North 01 degrees 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the west line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37; thence southeasterly 70.40 feet along a non-tangential curve concave to the Northeast to the intersection with the east line of West 184.07 feet of said Government Lot 5,said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence South 01 degrees 16 minutes 30 seconds West, along said east line a distance of 10.01 feet to the point of beginning; thence reversing course North 01 degrees 16 minutes 30 seconds East, along said east line, a distance of 71.06 feet; thence North 64 degrees 11 minutes 01 seconds East, a distance of 112.32 feet to the intersection with the east line of the West 284.07 feet of said Government Lot 5; thence North 01 degrees 16 minutes 30 seconds East, along said East line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the southeasterly shoreline of Gilbert lake; thence northeasterly along said southeasterly shoreline to the intersection with the southerly line of Lot 1, Block 1, AHRENS HILL; thence South 43 degrees 35 minutes 28 seconds East, along said south line, a distance of 56 feet, more or less, to the westerly right of way line of County State Aid Highway Number 20; thence southerly along said westerly right of way line to the intersection with a line which bears; South 75 degrees 32 minutes 46 seconds East from the point of beginning; thence North 75 degrees 32 minutes 46 seconds West, a distance of 144.77 feet, hereinafter referred to as “Line A”, to the point of beginning.
Along with and subject to a 33.00-foot easement for ingress and egress, the centerline of said easement being said “Line A”. The sidelines of said easement are to be prolonged or shortened to terminate on said westerly right of way line of County State Aid Highway Number 20 and the east line of the West 184.07 feet of said Government Lot 5.
Subject to a drainage and utility easement as described in *Document Number 0784076*, as on file in the Office of the Country Recorder, Crow Wing County, Minnesota.
Said panel contains 74,240 square feet, more or less and is subject to all restrictions, reservations and easements of record, if any.

99260500

The Land is described as follows:

All that part of Government Lot 5, Section 26, Township 134, Range 28, Crow Wing County, Minnesota, which lies southerly of Lot 1, Block 1, Ahren’s Hill and westerly of County State Aid Highway No. 20; EXCEPT That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the East line of the West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 268.97 feet to the point of beginning; thence reversing course South 01 degree 16 minutes 30 seconds West, a distance of 207.91 feet; thence North 64 degrees 11

minutes 01 second East, a distance of 112.32 feet to the intersection with the East line of the West 284.07 feet of said Government Lot 5; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 167 feet, more or less, to the point of beginning;

AND EXCEPT

That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the Southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum 1983, along the West line of said Section 26, a distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the East line of the West 84.07 feet of said Government Lot 5, said point hereinafter referred to as “Point A”, thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet to the point of beginning of the tract to be described; thence reversing course South 40 degrees 38 minutes 57 seconds East, a distance of 63.34 feet to the intersection with said East line of the West 84.07 feet of said Government Lot 5; thence South 01 degree 16 minutes 30 seconds West, along said East line, a distance of 245.82 feet to said “Point A”, thence South 88 degrees 43 minutes 30 seconds East a distance of 34.30 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the northeast to the intersection with the East line of West 184.07 feet of said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 268.97 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 167 feet, more or less, to the shoreline of Gilbert Lake; thence southwesterly along said shoreline to the intersection with a line that bears North 28 degrees 46 minutes 42 seconds West from the point of beginning; thence South 28 degrees 46 minutes 42 seconds East, a distance of 82 feet, more or less, to the point of beginning:

AND EXCEPT

That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983, along the West line of said Section 26, a distance of 398.37 feet to the point of beginning of the tract to be described; thence South 88 degrees 43 minutes 30 seconds East, a distance of 84.07 feet to the East line of the West 84.07 feet of said Government Lot 5; thence North 01 degree 16 minutes 30 seconds East along said East line, a distance of 245.82 feet; thence North 40 degrees 38 minutes 57 seconds West, a distance of 63.34 feet; thence North 28 degrees 46 minutes 42 seconds West, a distance of 82 feet, more or less, to the shoreline of Gilbert Lake; thence westerly along said shoreline to the intersection with said West line of said Section 26; thence South 01 degree 16 minutes 30 seconds West along said West line, a distance of 364 feet, more or less, to the point of beginning:

AND EXCEPT

That part of Government Lot 5, Section 26, Township 134, Range 28, described as follows: Commencing at the southwest corner of said Section 26; thence North 01 degree 16 minutes 30 seconds East, bearings are based on the North American Datum of 1983; along the Westline of said Section 26, distance of 398.37 feet; thence South 88 degrees 43 minutes 30 seconds East, a distance of 118.37 feet; thence southeasterly 70.40 feet along a non-tangential curve concave to the Northeast to the intersection with the East line of the West 184.07 feet if said Government Lot 5, said curve having a central angle of 33 degrees 36 minutes 44 seconds, a radius of 120.00 feet and a chord bearing of South 69 degrees 57 minutes 30 seconds East; thence South 01 degree 16 minutes 30 seconds West, along said East line a distance of 10.01 feet to the point of beginning; thence reversing course North 01 degree 16 minutes 30 seconds East along said East line, a distance of 71.06 feet; thence North 64 degrees 11 minutes 01 seconds East, a distance of 112.32 feet to the intersection with the East line of the West 284.07 feet of said Government Lot 5; thence North 01 degree 16 minutes 30 seconds East, along said East line, a distance of 223.95 feet; thence North 14 degrees 26 minutes 42 seconds West, a distance of 158 feet, more or less, to the southeasterly shoreline of Gilbert Lake; thence northeasterly along said southeasterly shoreline to the intersection with the southerly line of Lot 1, Block 1, Ahren's Hill; thence South 42 degrees 35 minutes 28 seconds East, along said South line, a distance of 56 feet, more or less, to the westerly right-of-way line of County State Aid Highway No. 20; thence southerly along said westerly right-of-way line to the intersection with a line which bears South 75 degrees 32 minutes 46 seconds East from the point of beginning; thence North 75 degrees 32 minutes 46 seconds West, a distance of 144.77 feet, hereinafter referred to as "Line A", to the point of beginning.

99340500

That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty four (134), Range Twenty-eight (28), described as follows: Commencing at a point where the west line of said Government Lot 5 intersects the center line of the road known as "Scenic Drive" or "Scenic River Road", thence North 66 degrees 03 minutes East, assumed bearing, along the center line of said "Scenic Drive" or "Scenic River Road", a distance of 423.00 feet, to the point of intersection with the centerline of the County Road known as "McKay Road", thence North 2 degrees 57 minutes West, along the center line of said "McKay Road" a distance of 375.00 feet to the point of beginning, thence continuing North 2 degrees 57 minutes West, along the center line of said "McKay Road", a distance of 125.00 feet, thence South 66 degrees 03 minutes West a distance of 300.00 feet, thence South 2 degrees 57 minutes East a distance of 125.00 feet, thence North 66 degrees 03 minutes East a distance of 300.00 feet to the point of beginning.
AND
That part of Government Lot Five (5), Section Thirty-four (34), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows: Commencing at a point where the west line of said Government Lot 5 intersects the centerline of the road known as "Scenic Drive" or "Scenic River Road", thence North 66 degrees 03 minutes East assumed bearing, along the centerline of said "Scenic Drive" or "Scenic River Road" a distance of 423.00 feet, to the point of intersection with the centerline of the County Road known as "McKay Road", thence North 2 degrees 57 minutes West along the centerline of said "McKay Road" a distance of 250.00 feet to the point of beginning, thence continuing North 2 degrees 57 minutes West, along the centerline of said "McKay Road" a distance of 125.00 feet, thence South 66 degrees 03 minutes West a distance of 300.00 feet, thence South 2 degrees 57 minutes East a distance of 125.00

feet, thence North 66 degrees 03 minutes East a distance of 300.00 feet to the point of beginning.

9934P001

OUTLOT A SCENIC ACRES

99040508

Lot # 31, River Heights

99340607

That part of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota that lies northerly of the northerly right-of-way lie of Ashmun Road as described in *Document No. 329595* and easterly of the following described line:
Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing, 762.94 feet along the east line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the line to be described; thence South 35 degrees 31 minutes 45 seconds West 149.28 feet; thence South 00 degree 05 minutes 58 seconds West 66.96 feet, more or less to said northerly right-of-way line of Ashmun Road and said line there terminating.

99340606

That part of the East 43.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota that lies northerly of the northerly right-of way line of Ashmun Road as described in *Document No. 329595* and southerly of the following described line:
Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 58 seconds West, assumed bearing. 762.94 feet along the east line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the line to be described; thence South 35 degrees 31 minutes 45 seconds West 74.18 feet to the west line of the East 43.00 feet thereof and said line there terminating.

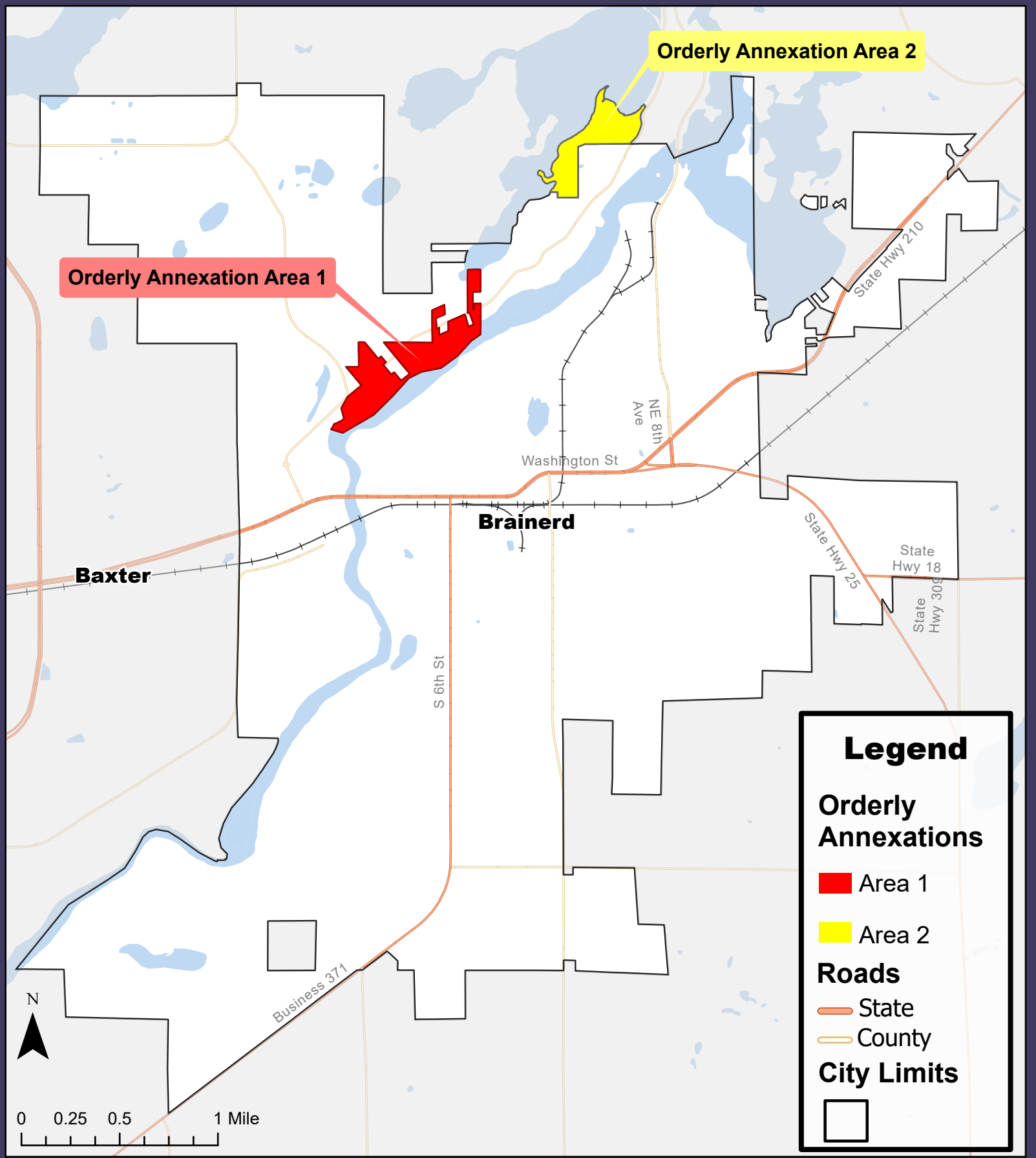
99340615

That part of fractional NW1/4 of NE1/4 lying South of the North 525.4 feet of the NW1/4 – NE1/4 and North and East of the following described lines: Beginning at an iron pipe on the East line of the NW1/4 – NE1/4 that is 400 feet North of the Southeast corner thereof then South 89 degrees 27 minutes West 160 feet to a North iron pipe then Northwesterly 188.2 feet more or less in a straight line to the Southeasterly corner of the parcel conveyed to R.E. Simmons, said point being 1616 feet West and South 3 degrees 50 minutes West 918 feet from the Northeast corner of Section 34 then North 3 degrees 0 minutes East 365.09 feet to a point that is 553.84 feet South of the North Line of Section 34 then – West parallel with the North line of Section 34, 410 feet more or less to the waters edge of Gilbert Lake and there ending. Subject to restrictions and easements of record. Section 34, Township 134, Range 28

99340610

The North 100 feet of Government Lot Two (2), except the East 544 feet thereof; and the South 50 feet of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼), except the East 544 thereof, all in Section Thirty-Four (34), Township One Hundred Thirty-Four (134), Range Twenty-Eight (28).

City of Brainerd
Proposed Orderly Annexations



Revised 2/25/2026

From:	James Kramvik
To:	Ginny Knudson
Cc:	David Rhoda; Jared Bartel; lanemimmack@gmail.com; Chad Knudson; Stephanie Bestul; Toni Gage; Nick Broyles; Jessie Dehn; Joseph J. Langel <jjl@ratwiklaw.com>; Chris Pence
Subject:	RE: Orderly Annexation--Riverside Drive/Ashmun Road
Date:	Tuesday, February 17, 2026 10:58:06 AM
Attachments:	RES - Orderly Annexation Agreement.pdf image002.png image003.png

Hi Ginny,

Thank you for reaching out to the City. I have bcc'd my response along with your e-mail to all City Council members. I have attached the orderly annexation agreement as a PDF document for your review. The complete agenda item can be found at the following link on the City's website:

https://brainerdmn.portal.civicclerk.com/event/1414/files/report/2567

The orderly annexation agreement, which is the joint resolution, designates an area for orderly annexation, and the map is attached as Exhibit A. The agreement does not immediately annex properties into the City.

The agreement has been reviewed by both the City and County attorneys. If agreed upon, the City could may annex by resolution, subject to the agreement and based on the following criteria:

1. Owner petition
2. City Initiated Island Annexation – Properties or pockets surrounded by municipal boundaries and a body of water.
3. City Initiated – Properties that are currently available to connect to municipal utilities or those that the City will provide utilities to within 2 years of annexing.

Ashmun Road, where your property is located, could not be immediately annexed after approval of the OAA and would continue be under jurisdiction of First Assessment District/ Crow Wing County until annexed. The City must provide utilities to Ashmun Road or Shady Hills Trail within two years prior to annexing. I cannot speculate when a utility project may happen in this location, but it would most likely be several years as the City has already planned for future projects in the coming years. By designating Ashmun Road, the City could begin capital planning. Area 1 and one property of area 2 along Riverside Drive would be subject to annexation into the City by City Council resolution, based on the terms of the agreement if the joint agreement is passed.

City staff believe the subject area is or is about to become urban or suburban in character because of the improvement project in 2003 that provided municipal utilities to this area. Municipal utilities are currently adjacent to properties along Riverside Drive just before Shaddy Hills Trail and were partially installed on Ashmun Road to provide utility services to Old Stonebridge Trail.

Karr Drive and River Arches are currently surrounded by municipal boundaries and County and City staff believe it is in the best interest for the area to be annexed and for the City to provide those services. The City currently plows and maintains Ashmun Road as part of a joint maintenance agreement. The County

is responsible for improvement projects on Ashmun Road. The City currently provides services in the area for Highview Circle, Russel Road, and Island Drive as they are City streets.

The environment was considered when creating the orderly annexation area map as most properties are in a shoreland overlay district. If municipal utilities are present, it is better for the environment for properties to connect. This past year, a property owner had a major septic failure and was in need of an emergency utility connection.

If annexed, a property in the proposed Orderly Annexation Area would not need to immediately connect to municipal services unless the septic system is non-compliant. Connections to the public water and sanitary sewer facilities may be delayed for a period of three years if the existing sewer system is compliant with all current State, County and City regulations as evidenced by the property owner providing to the City proof of compliance from the County. Connection can be further delayed if the sewer system is re-certified every three years from the original date of certification.

Please let me know if you have any further questions.

Regards,
James Kramvik

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

From: Ginny Knudson <vjknudson@brainerdlaw.com>
Sent: Monday, February 16, 2026 12:38 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: David Rhoda <drhoda16@gmail.com>; Jared Bartel <jwbartel@gmail.com>; lanemimmack@gmail.com; Chad Knudson <chadwrdcsd@gmail.com>
Subject: Orderly Annexation--Riverside Drive/Ashmun Road

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

Dear James,

My husband and I own property at 15977 Ashmun Trail.

Has an orderly annexation agreement been drafted? Would you please send all of us on this email a copy of any and all drafts that have been created?

Also, have the city and county considered the following factors and what are the conclusions and findings of that analysis:

> (1) the subject area is now or is about to become urban or suburban in character and that the annexing municipality is capable of providing the services required by the area within a

reasonable time; or
(2) that the existing township form of government is not adequate to protect the public health, safety, and welfare; or
(3) that annexation would be in the best interests of the subject area.

Until the City and County provide this explanation of how this annexation is in the best interest of the property owners and we are able to review any proposed agreement, my husband and I object to the proposed annexation. We are unable to attend the City Council meeting on February 17 and ask that this email be made part of the record for the meeting.

Ginny Knudson
Borden, Steinbauer, Krueger & Knudson, P.A.
302 South Sixth Street
P.O. Box 411
Brainerd, MN 56401
218-829-1451 (main) 218-829-2946 (fax)
www.brainerdlaw.com

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LEAP Email Reference |F:f20f0782-7317-46f8-8a51-86e44de1aeee|M:6ac542f3-83bc-4f34-9f39-c92e8c40797c|O:53664b47-6d7b-4e15-bb4c-7be8185962ef| (Please do not delete)

From:	James Kramvik
Cc:	Joseph J. Langel <jjl@ratwiklaw.com>; Toni Gage; Stephanie Bestul; Nick Broyles; Jessie Dehn; Paul Sandy BPU
Subject:	FW: Petition for Riverside Annexation
Date:	Tuesday, February 17, 2026 9:57:21 AM
Attachments:	image001.png Riverside Annexation Petition.pdf

Hi All,

I have bcc'd City Council to this e-mail. Attached is a petition regarding the proposed orderly annexation agreement.

Regards,
James Kramvik

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

From: Bookkeeping Solutions <bookkeepingandbillingsolutions@gmail.com>
Sent: Tuesday, February 17, 2026 6:45 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Petition for Riverside Annexation

You don't often get email from bookkeepingandbillingsolutions@gmail.com. Learn why this is important

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

Good morning!

I hope you had a wonderful long weekend!

Attached is the petition for the council meeting today.

Please let me know if you need anything from us.

Thank you so much for your help and answering ALL of our calls!

Have a great day!

Chanda De Villiers
952.237.9471

To:
City of Brainerd Council
501 Laurel Street
Brainerd, MN 56401

Cc:
Crow Wing County Board
Municipal Boundary Adjustment Unit, Office of Administrative Hearings
Town Clerk of Affected Township

Subject: Petition Opposing Proposed Annexation of Riverside Drive Properties

We, the undersigned residents and property owners, respectfully submit this petition in opposition to the proposed annexation of properties along **Riverside Drive** into the City of Brainerd, Minnesota.

Reasons for Opposition

Residents and property owners in the proposed annexation area oppose this action for the following reasons:

- **Increased Taxes:** Annexation often results in a change to the city's tax rate and assessments. Many residents are concerned that being classified within the City's urban service tax district — rather than a rural service district — will increase their tax burden without proportional benefit.(Citizen Portal)
- **Mandatory Utility Hookups:** Annexation can trigger requirements to connect to city water/sewer systems, potentially at high cost to property owners.(Citizen Portal)
- **Local Governance & Representation:** Residents in unincorporated areas currently participate in township governance; annexation could reduce their influence over local land use and services.
- **Service Level Concerns:** Some residents feel current township services (e.g., road maintenance, emergency response) adequately meet their needs and annexation may not yield better services.
- **Property Rights:** There are concerns that annexation interferes with long-standing property rights and plans for land use that reflect rural character.

Signature Table

Name Property Address Signature

1. Chanda DeVilliers 14976 River Arches Brainerd, mn
2. Rockford DeVilliers 14976 River Arches Brainerd, mn Rockford DeVilliers
3. dellRae Carson 14904 River Arches Brainerd MN.
4. THOMAS D. CARSON 14904 RIVER ARCHES BRAINERD MN Thomas D. Carson
5. Betsy Thorson 14986 River Arches Brainerd MN Betsy Thorson
6. Richard Schmidt 9567 Karr Drive, Brainerd, MN 56401 Richard Schmidt
7. Barbara Schmidt 9567 Karr Drive Brainerd MN Barbara Schmidt
8. Patrick Sprenger 15100 Riverside Dr Brainerd Mn Patrick Sprenger
9. Doretta Sprenger 15100 Riverside Dr Brainerd
10. Stefany Carvalho 14964 River Arches, Brainerd, MN
11. Matthew Achen 14964 River Arches, Brainerd, MN
12. Jesse Hopkins 14998 Riverside Dr. Brainerd, MN.
13. Stefany Carvalho 99030534 (Property ID), 99040522 (Lot 8), 99040521 (Lot 9) 99040500
14. Matthew Achen 99030534 (Lot 1 Block 1, property), 99040522 (Lot 8), 99040521 (Lot 9) 99040500
15.
16.
17.
18.
19.
20.
21.

Signature Table

Name Property Address Signature

1. GLEN E. MILENDER 15098 RIVERSIDE DRIVE
2. Bruce A. Smith 15090 Riverside Dr
3. Diane Smith 15090 Riverside Dr.
4. Denise DeLadi-Baker 15062 Riverside Dr
5. BRANT BAKER 15062 Riverside Dr
6. Robert Johnson 15151 Highview Cir.
7. Ruth Johnson 15151 Highview Cir
8. Dustin Nelson 15112 Riverside Dr.
9. Gina Nelson 15112 Riverside Dr.
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Name Property Address Signature

22. Rachel Kohn, 14948 Riverside Dr, Brainerd Rachel M Kohn
23. Russell Kohn 14948 Riverside Dr. Brainerd Russell Kohn
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From: James Kramvik
To: Toni Gage; Stephanie Bestul
Cc: Jessie Dehn; Paul Sandy BPU; Nick Broyles
Subject: FW: Letter from Ashmun Road
Date: Tuesday, February 17, 2026 12:56:32 PM
Attachments: Letter_Proposed Annexation of Ashmun Road_2.13.2026.pdf
image001.png

Hi Toni,

This was sent to all Council members ahead of tonight's meeting.

Regards,
James Kramvik

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

From: Lane Mimmack <lanemimmack@gmail.com>
Sent: Tuesday, February 17, 2026 12:09 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Tad Erickson <terickson@ci.brainerd.mn.us>; Kevin Stunek <kstunek@ci.brainerd.mn.us>; Kelly Bevans <kbevans@ci.brainerd.mn.us>; Kevin Yeager <kyeager@ci.brainerd.mn.us>; Jeff Czeczok <jczeczok@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Letter from Ashmun Road

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

Dear James Kramvik and fellow City of Brainerd Officers,

Attached is a letter that Ashmun Road residents sent to CWC Commissioner Rosemary Franzen regarding the inclusion of Ashmun Road in the proposed orderly annexation discussions. She asked that we send it to you all as well in preparation for the meeting this evening.

Respectfully,

Lane and Michelle Mimmack - 15999 Ashmun Trail Brainerd, MN 56401
David and Julie Rhoda - 15969 Ashmun Trail Brainerd, MN 56401
Jared and Annette Bartel - 16127 Ashmun Road Brainerd, MN 56401
John and Carna Linn - 16177 Ashmun Road Brainerd, MN 56401

Ken and Joan Mimmack - 15857 Ashmun Road Brainerd, MN 56401
Tim and Cassie Spitzley - 15889 Ashmun Road Brainerd, MN 56401
Greg and Brenda Simmons - 15883 Ashmun Road Brainerd, MN 56401
Bob and Ronette Lyczewski - 15867 Ashmun Road Brainerd, MN 56401

To: Commissioner Rosemary Franzen
From: Residents and Property Owners of Ashmun Road
Date: February 13, 2026

Dear Commissioner Franzen,

We, the undersigned residents and property owners of Ashmun Road, respectfully submit this letter to formally express our opposition to the proposed annexation of our neighborhood into the City of Brainerd for the purpose of extending city municipal boundaries and services.

Our opposition is based on the following concerns:

1. **Zoning and Taxation Concerns**

   We are not interested in becoming subject to city zoning regulations and taxation. Annexation would likely result in:

   - Increased property taxes
   - Additional municipal assessments and fees
   - Changes to zoning classifications
   - Smaller allowable lot sizes
   - Increased density and development standards inconsistent with our current rural/residential character

   Many residents chose to live on Ashmun Road specifically to remain outside city jurisdiction and maintain larger lot sizes, lower density, and county-level governance. Annexation would fundamentally alter the character and long-term stability of our neighborhood.

2. **Not Included in the 10-Year Plan**
   The proposed annexation of Ashmun Road was not identified in the City's adopted 10-year development or infrastructure plan from what we understand. This raises concerns to why Ashmun Road is included in the proposed annexation area and not at some point in the future when it is actually part of the City's 10-year development plan. The absence of this proposal from the long-term planning framework raises concerns regarding transparency, planning consistency, and prioritization of municipal resources.

3. **Lack of Cost Disclosure**
   To date, no detailed cost analysis or formal proposal outlining the financial impact of annexation has been presented to the affected property owners. This includes, but is not limited to:

   - Connection fees
   - Infrastructure installation costs
   - Assessment fees

- Ongoing service charges
- Property tax implications

Without a clear and complete disclosure of costs, residents cannot make an informed decision.

4. **Financial Liability Concerns**
   Approving annexation without defined financial terms may expose property owners to unknown and potentially significant financial obligations. We are concerned that agreeing to annexation without a formal, itemized cost proposal may result in liabilities we did not knowingly accept or approve. For example, not only will residents be financially responsible for hook-up costs, most if not all resident properties will require sewer lift stations based on where the residences are located on the properties.

5. **Lack of Informed Consent**
   Responsible governance requires transparency and full disclosure prior to requesting consent. At this time, sufficient information has not been provided to justify moving forward with annexation of Ashmun Road as part of this proposal.

For these reasons, we respectfully request that the inclusion of Ashmun Road in the proposed orderly annexation area be postponed or withdrawn unless and until:

- A detailed written cost proposal is provided to all affected property owners;
- The proposal is evaluated in the context of the City's adopted long-term planning documents; and
- Residents are given adequate opportunity to review, ask questions, and provide informed input.

We value responsible development and cooperative relationships with the City; however, we cannot support annexation under the current circumstances. We ask that you please vote "no" on the proposed orderly annexation of the properties on Ashmun Road.

Respectfully,

Lane and Michelle Mimmack - 15999 Ashmun Trail Brainerd, MN 56401

David and Julie Rhoda - 15969 Ashmun Trail Brainerd, MN 56401

Jared and Annette Bartel - 16127 Ashmun Road Brainerd, MN 56401

John and Carna Linn - 16177 Ashmun Road Brainerd, MN 56401

Ken and Joan Mimmack - 15857 Ashmun Road Brainerd, MN 56401

Tim and Cassie Spitzley - 15889 Ashmun Road Brainerd, MN 56401

Greg and Brenda Simmons - 15883 Ashmun Road Brainerd, MN 56401

Bob and Ronnette Lyczewski - 15867 Ashmun Road Brainerd, MN 56401

From: James Kramvik
To: Kelly Bevans
Cc: Nick Broyles; Toni Gage; Stephanie Bestul; Jessie Dehn; Paul Sandy BPU
Subject: RE: Letter from Ashmun Road
Date: Tuesday, February 17, 2026 2:47:43 PM
Attachments: RES - Orderly Annexation Agreement.pdf
image001.png

Hi Kelly,

Thank you for the question. I have bcc'd the rest of City Council. You are correct, the agreement that is before council tonight only establishes the area and the parameters to annex. City Council would have to pass a subsequent resolution, after a Municipal Boundary Line Judge certifies the joint resolution, in order to annex any property into the City of Brainerd.

If the joint resolution is passed, staff would seek Council direction and recommend annexation of Area 1 and one property of Area 2 that is already connected to municipal utilities. All properties in Area 1 are either surrounded by a municipal border and/ or have the ability to connect to services. Ashmun Road could not be annexed until the City is ready to provide municipal utilities within 2 years. Most properties on Ashmun Road are not currently within city limits. Utilities are partially installed in Ashmun Road to provide services to Old Stonebridge. The City has a shared maintenance agreement with the County to provide plowing and patching for Ashmun Road as we currently maintain other City streets in the area. The County is still responsible for improvement projects. If the joint resolution passes, Ashmun Road would still be jurisdiction of the County until the City annexes the area pursuant to the agreement.

The following are conditions for annexation per the agreement:

1. Property Owner Initiated Annexation. Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's municipal boundary line.
2. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that have "Public Infrastructure" or for the purpose of extending "Public Infrastructure" (defined to mean streets, sanitary sewer, water, etc.).
    a. As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two years of the date the annexation is approved by MBAU.
3. City Initiated Island Annexation. The County and City acknowledge there are existing pockets of the County which are surrounded by the City and the Mississippi River or Gilbert Lake ("Islands"). Islands shall be annexed only by City initiation. The City may determine that it is both in the best interest of the Islands and the rest of the County that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services. Annexation of Islands is subject to the following:
    a. The City may, but shall not be obligated to, make public infrastructure available within two years to all Parcels annexed by City Initiated Island Annexation.

Note: Properties with available utilities would not need to connect if their septic is certified every three years by an inspector. Properties would be required to connect once the septic system fails provided

utilities are available.

Regards,
James Kramvik

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

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Tuesday, February 17, 2026 2:22 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Fw: Letter from Ashmun Road

James

Regarding the orderly annexation agreement on tonight's agenda:

To clarify: The proposed agreement doesn't automatically annex anyone, does it? My reading is it sets the parameters as to who/how an annexation will happen under certain conditions. Am I correct? If I'm correct, please clarify those conditions. Also, would property owners meeting these conditions then be subject to forced annexation under this agreement?
-The attached letter of objection. Aren't most (all?) of theses folks already in the City of Brainerd?

Thank You

Kelly

From: Lane Mimmack <lanemimmack@gmail.com>
Sent: Tuesday, February 17, 2026 12:09 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Tad Erickson <terickson@ci.brainerd.mn.us>; Kevin Stunek <kstunek@ci.brainerd.mn.us>; Kelly Bevans <kbevans@ci.brainerd.mn.us>; Kevin Yeager <kyeager@ci.brainerd.mn.us>; Jeff Czeczok <jczeczok@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Letter from Ashmun Road

You don't often get email from lanemimmack@gmail.com. Learn why this is important

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

Dear James Kramvik and fellow City of Brainerd Officers,

Attached is a letter that Ashmun Road residents sent to CWC Commissioner Rosemary Franzen regarding the inclusion of Ashmun Road in the proposed orderly annexation discussions. She asked that we send it to you all as well in preparation for the meeting this evening.

Respectfully,

Lane and Michelle Mimmack - 15999 Ashmun Trail Brainerd, MN 56401
David and Julie Rhoda - 15969 Ashmun Trail Brainerd, MN 56401
Jared and Annette Bartel - 16127 Ashmun Road Brainerd, MN 56401
John and Carna Linn - 16177 Ashmun Road Brainerd, MN 56401
Ken and Joan Mimmack - 15857 Ashmun Road Brainerd, MN 56401
Tim and Cassie Spitzley - 15889 Ashmun Road Brainerd, MN 56401
Greg and Brenda Simmons - 15883 Ashmun Road Brainerd, MN 56401
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From: Nick Broyles
To: James Kramvik
Cc: Joseph J. Langel <jjl@ratwiklaw.com>; Connie Hillman; Toni Gage
Subject: FW: Request for clarification: Annexation
Date: Thursday, February 19, 2026 4:05:49 PM
Attachments: image002.png

Mayor and City Council:

Please see Jeff's email below from earlier today 911a.

There was some confusion around mixed messaging received from the County Commission meeting on Tuesday morning versus the City Council meeting later that evening. At the Commission meeting, Debby Erickson said that even if the County Commission voted unanimously against the orderly annexation resolution that the city could still move ahead with annexation if they wanted. This is true. Fast forward to the City Council meeting in the evening, and Attorney Langel said that if the County voted against the resolution that it was dead. This is also true, hence, the confusion…

Just by way of background, there are three types of annexation procedures available in Minnesota.

1. Automatic Annexation by Ordinance
2. Negotiated/Orderly Annexation
3. Contested-Case Hearing Annexation

I will quickly highlight some of the distinctions between these three methods as they are relevant to the "mixed messaging" from the two bodies.

Automatic Annexation by Ordinance

- Can be done with no hearing under specific circumstances
- Examples: (1) a property owner petitions for annexation, (2) the city owns the property in question, and (3) the city completely surrounds the property in question
- Given certain notices and public hearing requirements, the city may annex by ordinance

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- Commonly referred to as an orderly annexation
- The city and the township (county in this case) negotiate an agreement with terms and conditions
- Can be for immediate or future annexations, extension of municipal services, and future growth
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- This is a trial-type annexation
- Mediation would occur first, then a trial-type hearing where each party presents evidence and testimony, and then an administrative law judge would issue a binding

decision

- Annexation may be order if (1) area is urban or suburban or about to become so, (2) annexation is necessary to protect public health, safety, and welfare, or (3) annexation is in the best interest of the property proposed for annexation

When CWC (Debby Eriskson) testified that the city could still move forward with annexation even if the County Board said "no", she was referring to the County Board saying "no" to number 2 above and correctly suggesting that the city could proceed and pursue option 3. Similarly, when the city (Joe Langel) testified that if CWC voted down the proposed resolution that it was dead. He was also correct in that if the County Board voted down the proposed resolution (option 2) that orderly annexation is dead. Joe was referring to orderly annexation. We did not discuss option 3 as an alternative if CWC voted down option 2.

Following is an excerpt of an email I received from Joe.

At the Council meeting, I indicated that if the County does not agree to the Orderly Annexation Agreement (OAA), then it's dead. That's true. There are other ways to annex land, but we didn't get into a discussion of those alternatives; the questions were focused on the OAA and the process for approving it. The question before the County Board was about what can occur of there is no OAA. If the parties do not enter into an OAA, the City can only annex through one of the other statutory procedures: annexation by ordinance under Minn. Stat. § 414.033 if the statutory conditions are met for one of the listed scenarios, or through the contested case process under Minn. Stat. § 414.031. As a practical matter, annexation is not likely to occur unless and until driven by individual property owners in need of City utilities.

This is Nick again. If anyone has further questions, please let me know.

Regards
Nick

Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Debby Erickson <Debby.Erickson@crowwing.gov>
Sent: Thursday, February 19, 2026 9:41 AM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: FW: Request for clarification: Annexation

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

Good morning, Nick –

Here is a resource that may assist you in answering Councilmember Czeczok's questions Annexation-Basics-CGMC-Handout-3.4.25.pdf.

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.

From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Thursday, February 19, 2026 9:11 AM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: James Kramvik <jkramvik@ci.brainerd.mn.us>; Joseph J. Langel <jjl@ratwiklaw.com>; Connie Hillman <chillman@ci.brainerd.mn.us>; Jessie Dehn <jdehn@ci.brainerd.mn.us>; Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Debby Erickson <Debby.Erickson@crowwing.gov>
Subject: Request for clarification: Annexation

Greetings, Nick,
Please provide clarification to the Mayor and City Council regarding our options if the County Board of Commissioners does not enter into a joint resolution agreement with the City related to annexation. Below is a time stamped portion of the CWC Committee of the Whole meeting from this past Tuesday morning and the information conflicts with the information the Mayor and City Council were provided with Tuesday night.
The second link is a time stamped portion of the Tuesday night City Council meeting where the mayor and City Council were provided with answers to the same question.

The issue at hand is what can the City do if the Board of Commissioners does not enter into an agreement with the City?

I want to especially thank County Administrator Erickson for the information she provided to the Board and the public.

County Board MTG 23:44 minute mark:
https://www.youtube.com/live/CK4uCvkyVyc?si=cSW00Zwu0prDz5yJ&t=1424

Council MTG, 56:30 minute mark:
https://www.youtube.com/live/da0FU2O0yXc?si=sZPitD1swqZdY0YW&t=3390

Thanks much, Jeff

From: James Kramvik
To: Stephanie Bestul
Cc: Toni Gage
Subject: FW: Riverside Annexation
Date: Thursday, February 26, 2026 1:07:16 PM

Can you check to see if this email has been added to the agenda item

Regards,

James Kramvik

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

-----Original Message-----
From: Otters@brainerd.net <otters@brainerd.net>
Sent: Thursday, February 19, 2026 9:40 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Re: Riverside Annexation

Thanks James. I did copy the City Counsel members on my recent email to you (at least I think I did, but I'll check again). I do appreciate your quick responses to my questions. Please understand that we are not necessarily opposed to annexation in a general sense, but are opposed to the imminent nature of the proceedings and the financial implications when it comes to the road project assessments (specifically the interest charge), along with the unique circumstances of our elevation which will impose a uniquely large financial cost for us. When staff engages in additional research, can you please include information regarding the assessment issue ($17k) as we're still unclear about options the City may have to help us. I'll continue to reach out to Rosemary Franzen as well. Thanks again.

> On Feb 19, 2026, at 8:46 AM, James Kramvik <jkramvik@ci.brainerd.mn.us> wrote:
>
> Hi Kris and Ed,
>
> Thank you for reaching out to the City. We are gathering additional information for the next council meeting and will be listing which properties have differed connection charges as well as putting together cost estimates and potential tax implications. Your email to City Council will certainly be considered regarding the deferred connection charge. Staff will need to bring the agenda item back to the next meeting as we were directed by City Council. You can certainly ask Council to further delay a decision. Please call me if you have any other questions, my direct number is 218-454-3408.
>
> Thank You,
>
> James Kramvik
>
>
> James Kramvik | Community Development Director City of Brainerd | 501
> Laurel Street Brainerd MN 56401
> 218-454-3408 | jkramvik@ci.brainerd.mn.us
>

>
>
> -----Original Message-----
> From: Otters@brainerd.net <otters@brainerd.net>
> Sent: Wednesday, February 18, 2026 8:11 PM
> To: James Kramvik <jkramvik@ci.brainerd.mn.us>
> Cc: Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Tad Erickson
> <terickson@ci.brainerd.mn.us>; Kevin Stunek
> <kstunek@ci.brainerd.mn.us>; Kelly Bevans <kbevans@ci.brainerd.mn.us>;
> Kevin Yeager <kyeager@ci.brainerd.mn.us>; Jeff Czeczok
> <jczeczok@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>;
> Gabe Johnson <gjohnson@ci.brainerd.mn.us>
> Subject: Riverside Annexation
>
> [You don't often get email from otters@brainerd.net. Learn why this is
> important at https://aka.ms/LearnAboutSenderIdentification]
>
> James and Council Members: We did not make it to the public meetings yesterday, but did watch both the city and county meetings online.
>
> We found it somewhat odd that neither the City nor the County discussed the $17k required fee (road assessments) to property owners should the annexation occur. We did hear about the WAC/SAC fees and our responsibility to hire a plumber to hook up the sewer and water. While we wouldn't be thrilled about the connection and plumber charges, we would be opposed to having to pay the initial $11k in project assessments with interest now totaling $17k on a road project that is now 23 years old. Who would receive those funds? (City or County). What is the interest rate that is financing the road project, and what's the term length and the balance? Again-23 years is a long time ago…. Since the original road project is so old, can the City authorize eliminating the interest and set the assessment balance back to the original $11k? This would greatly help those annexed to be able to afford the costs of annexation—especially those properties along Riverside Dr and Ashmun Road that have extreme elevation issues which will become expensive when redirecting sewer/water to the road (which is the majority of homes in the proposed annex area). Very few homes are located on a level lot. This will not be a "oh just hire a plumber and hook up" situation. The costs will be astronomical due to the topography of the area. Maybe the city needs to pay for individual lift stations for homeowners who hook up.
>
> We did speak with Rosemary Franzen about the situation. She agreed that the City did not provide sufficient notice to residents (or the County Board) and after watching the board meeting, it appears as though the County is powerless to oppose the annexation if the City wants to proceed. We got the impression last night that the City would only be taking a slow, baby step by voting to approve the annexation plan and that it would still need to pass through other steps like county board and Court approval when in fact the later would be simple rubber stamping moves. Once the City votes to approve, then the train has left the station and it's done, which is why we are urging the City to apply the brakes. We're not opposed to annexing in if the assessments are $11k and if our septic goes non-conforming. This makes sense and is fair. We support this.
> While our septic is functional and conforming (we have it professionally serviced every two years), it will eventually fail with time and we'll want to connect. We are responsible homeowners who have lived in our home for 38 years—unlike the individual whose septic issues brought the annexation issue to the table (who then ultimately received donated funds for financing his project through a law enforcement benevolence program).
>
> Residents in the proposed annexation area need time. They need time to have all of their questions answered, with reasonable estimates re how annexation will impact them financially. They need time to plan, save money, and even possibly move to sell their property if they are unable to afford annexation costs. Putting the brakes on the annexation plan for these residents (many are retirees) is the right thing to do. It was said last night that the City does not want to rush this. If that's true, then take the plan off the table until residents have all the information they need, with clear financial estimates and specific timeframes. Please look at alternatives and other options to accomplish your goals while respecting residents: reduction of road assessment cost to resident, forcing annexation only when a home is sold, paying for individual lift stations, etc.
>
> Please respond if you have any info regarding our specific concerns, including how to proceed with exploring the

issue of reducing the assessment/road project fee.
>
> Thanks much: Kris and Ed Ott, 15134 Riverside Drive, Brainerd.
>

From: Nick Broyles
To: James Kramvik
Cc: Joseph J. Langel <jjl@ratwiklaw.com>; Connie Hillman; Toni Gage
Subject: FW: Request for clarification: Annexation
Date: Thursday, February 19, 2026 4:05:49 PM
Attachments: image002.png

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Regards
Nick

Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

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Sent: Thursday, February 19, 2026 9:41 AM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: FW: Request for clarification: Annexation

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Office: (218) 824-1067
www.crowwing.gov

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Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

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Sent: Thursday, February 19, 2026 9:11 AM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: James Kramvik <jkramvik@ci.brainerd.mn.us>; Joseph J. Langel <jjl@ratwiklaw.com>; Connie Hillman <chillman@ci.brainerd.mn.us>; Jessie Dehn <jdehn@ci.brainerd.mn.us>; Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Debby Erickson <Debby.Erickson@crowwing.gov>
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Council MTG, 56:30 minute mark:
https://www.youtube.com/live/da0FU2O0yXc?si=sZPitD1swqZdY0YW&t=3390

Thanks much, Jeff

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Comprehensive Plan Update - Review Proposals

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

The last update to the Comprehensive Plan was in 2019 and in 2021, the City Council approved a proposed a Comprehensive Plan amendment to include the revised Future Land Use Map. The City should consider reviewing the Comprehensive Plan every five years to ensure all the goals and objectives listed in the plan are still relevant for the City of Brainerd.

Staff propose reviewing the entire comprehensive at a high level to ensure consistency with our Zoning Code. Staff propose the primary objective of the comprehensive plan update should be to increase the threshold at which a mandatory Environment Assessment (EAW) Worksheet is required for residential development. Our current comprehensive plan and City are well positioned to meet these requirements with review from an experienced consultant. An updated comprehensive plan will be beneficial for developers when proposing a project to staff and will ensure the City has land use, transportation, and utility services planning in place for potential development projects. This will streamline the process for developers and ensure that our infrastructure and the environment can support new development in a proposed area. In addition, an enhanced implementation plan will ensure the City is meeting the goals and action items listed in the comprehensive plan. The update will not meet all requirements of the EQB chair, but would bring the City closer to achieving this goal.

A City must file with the EQB chair and adopt a comprehensive plan with the following elements:

1. A land use plan designating the existing and proposed location, intensity, and extent of use of land and water for residential, industrial, agricultural, and other public and private purposes;
2. A transportation plan describing, designating, and scheduling the location, extent, function, and capacity of existing and proposed local public and private transportation facilities and services;
3. a sewage collection system policy plan describing, designating, and scheduling the areas to be served by the public system, the existing and planned capacities of the public system, and the standards and conditions under which the installation of private sewage treatment systems will be permitted;
4. A capital improvements plan for public facilities; and
5. An implementation plan describing public programs, fiscal devices, and other actions to be undertaken to implement the comprehensive plan, and a description of official controls addressing the

matters of zoning, subdivision, private sewage systems, and a schedule for the implementation of those controls. The EQB chair may specify the form to be used for making a certification under this item.

City Council approved distribution of the RFP for consulting services to amend the Comprehensive Plan at the January 5th, 2026 Council meeting. Staff received three proposals from this RFP and all were reviewed at the February 17th Planning Commission meeting.

- WSB – $27,886
- Swanson Haskamp – $27,500
- Bolton & Menk - $27,993

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The selection of the consultant shall be based upon, but not be limited to, the following criteria:

- The consultant's approach to and understanding of the Scope of Work.
- The consultant's experience with similar contracts and clients and provide a representative document.
- The experience and qualifications of the proposed staff in providing similar services and what their roles would be in the update.
- The extent to which previous client's projects have been delivered on schedule and within budget.
- The Planning Commission members voted on all three proposals and listed them in order of choice from one to three, with one being the top choice. The voting results are as follows:

Consultant	First Place	Second Place	Third Place
Swanson Haskamp	4	0	1
WSB	1	1	3
Bolton & Menk	0	4	1

Commission Comments:

- Commissioner Duval stated he was tied for first between Swanson Haskamp and WSB due to their past and current work with the City. He did not see Bolton & Menk reference land use and housing enough in their proposal.
- Commissioner Peterson said all three had great qualifications. He went with Swanson Haskamp as number one.
- Commissioner Grecula indicated he saw two as strong applicants, with Swanson Haskamp having more involvement in more areas of the City.
- Commissioner Erickson saw all three as strong applicants that referenced the EQB and the scope of work requested. He said one firm stood out to him by reviewing the plan for relevance and for working with the most similar-sized communities, which is WSB.
- Commissioner Gorham preferred Swanson Haskamp since they have worked with the team before but primarily because they specifically spoke of involving the Planning Commission on

the project. The larger firms may show a large staff of people at their disposal, but many of them will not be involved.

RECOMMENDED ACTION/MOTION

Motion to accept the proposal from Swanson Haskamp Consulting to complete the Comprehensive Plan amendment as presented.

FINANCIAL IMPACT

City Council approved $28,000 to update the comprehensive plan in 2025.

CITY OF BRAINERD

COMPREHENSIVE PLAN UPDATE SERVICES

02.06.2026

PROPOSAL SUBMITTED TO:
City of Brainerd
Attn: James Kramvik
Community Development Manager
501 Laurel Street
Brainerd, MN

SUBMITTED BY:
Swanson Haskamp Consulting, LLC
550 Vandalia Street, Suite 205
Saint Paul, MN 55114
Jennifer Haskamp, AICP
Founder & CEO
651.341.4193
jhaskamp@swansonhaskamp.com
swansonhaskamp.com

City of Brainerd
Attn: James Kramvik
501 Laurel Street
Brainerd, MN 56401

RE: Comprehensive Plan RFP

Dear James,

Swanson Haskamp Consulting, LLC (SHC) is excited to submit this proposal for planning services to update your 2035 Comprehensive Plan. We understand that the City's 2035 planning process was extensive and included a robust public engagement process that is well documented within the plan. This proposal assumes that large components and sections of the 2035 Plan will remain in place and that this process will focus on updating the sections, maps or tables to reflect activities and accomplishments over the past several years since its adoption. To that end, SHC understands your objectives for this Project include 1) update and refinement of the 2035 Plan to reflect activities in the city since its adoption; and 2) to incorporate necessary components to meet the EQB's requirements to increase development thresholds for mandatory review.

Given those objectives, our approach to this Project is to focus on refreshing and updating the plan while homing in on changes that should be made to meet the EQBs standards. This will include focusing on plan components that comply with MN Statutes 473.859 and updating relevant chapters that meet the minimum requirements. Given our experience in the City, we know that significant components of the adopted plan remain valid and should be retained so focusing on those components is unnecessary. To that end, our scope aligns with the tasks identified in the RFP and identifies target engagement throughout the process. Depending on the ultimate scope and refined tasks, we believe that update project will take approximately six to nine months (understanding that summer schedules may dictate the timeline.

SHC looks forward to working with the City on this Project. This proposal including prices and terms are valid through May 29, 2026. If selected as your consultant, the hourly rates identified in Appendix B will be valid for the duration of the Project. If you have any questions please do not hesitate to contact me.

Sincerely,

Jennifer Haskamp, AICP
jhaskamp@swansonhaskamp.com
(c.) 651.341.4193

CONTENTS

01 | IDENTIFICATION + QUALIFICATIONS OF ASSIGNED PERSONNEL | **PAGE 4**

02 | APPROACH TO SCOPE OF SERVICES | **PAGE 5**

- TASK 1: DIAGNOSE CURRENT COMPREHENSIVE PLAN
- TASK 2: IMPLEMENTATION OF COMPREHENSIVE PLAN
- TASK 3: INTERNAL + EXTERNAL OUTREACH
- TASK 4: DRAFT DOCUMENT + IMPLEMENTATION

03 | BASIS FOR COMPENSATION | **PAGE 10**

04 | LIST OF REFERENCES + POTENTIAL CONFLICTS | **PAGE 11**

05 | DISCLOSURES + ASSURANCES | **PAGE 12**

06 | APPENDICIES

- A: TEAM MEMBER RESUMES | **PAGE 13**
- B: FEE SCHEDULE | **PAGE 17**
- C: PROOF OF INSURANCE (POI) | **PAGE 19**

01 | IDENTIFICATION + QUALIFICATIONS OF ASSIGNED PERSONNEL

Swanson Haskamp Consulting, LLC (SHC) is an urban planning firm located in Saint Paul, Minnesota. Founded in 2007 by Jennifer Haskamp, AICP, our firm specializes in land use, urban planning, development entitlement and market research. Our Team's experience is perfectly matched to meet your Project objectives as stated within the RFP. SHC's Team experience includes the following:

- **Comprehensive Planning:** SHC prepared ten (10) comprehensive plan updates during the last planning period in the Twin Cities Metropolitan Area. Our clients ranged from small cities with less than 4,000 residents to large scale suburbs with populations exceeding 40,000. All of the plans completed during the 2040 planning period were required to meet metropolitan council's requirements as established by section 473.859.
- **Environmental Review:** SHC is currently working on eight (8) environmental review projects including AUARs, EIS, and EAWs. We have extensive experience working through the environmental review process and the EQB. This experience will provide invaluable given the City's objective to increase mandatory thresholds for environmental review.

Our Team is comprised of three staff, each will different expertise and experience. We have included a full resume of each team member that will be involved in this Project in Appendix A. A brief summary of each Team member is provided:

- **Jennifer Haskamp, AICP, Owner & Principal Planner**

  Jennifer will serve as the project manager and lead technical author for the Project. She has extensive facilitation, land use, development and market experience that will inform the process.

- **Kim Zlimen, PE, Senior Planner and Engineer**

  As an engineer, Kim will serve as lead support on the transportation and infrastructure plan components. She currently leads several of the environmental review projects which will provide valuable insight into the Project components that should be updated to meet the EQB's standards.

- **Jenna Shoosmith, Planner and GIS Professional**

  Jenna will serve as the lead GIS analyst and will support Jennifer throughout the project. She has worked directly with Jennifer on Brainerd EDA initiatives and brings an understanding of the City's physical development, goals and initiatives to the process.

02 | APPROACH TO SCOPE OF SERVICES

SHC understands that the City's adopted 2035 Comprehensive Plan ("2035 Plan") was prepared after extensive stakeholder and public engagement, staff coordination, commission and council collaboration. We have experience working with the City of Brainerd and know that significant components of the 2035 Plan remain relevant, valuable and consistent with the City's vision for the future. Our approach to this Comprehensive Plan Update Project ("Project') is to refresh the 2035 Plan so that 1) it meets the EQB's requirements to increase mandatory thresholds for environmental review, and 2) it remains current and reflective of the vision and approach for the future of Brainerd.

The following approach to each identified task within the RFP is provided for consideration.

TASK 1: DIAGNOSE CURRENT COMPREHENSIVE PLAN

SHC has been working with the City of Brainerd and the Economic Development Authority (EDA) since 2020 on various projects including the zoning ordinance update, small area concept planning, and real estate development services. Our experience working with Brainerd over the past several years provides a strong foundation for this Project that requires an understanding of the City's vision, goals and objectives for the future.

The first step in this update process is to assess the current 2035 Plan for consistency with current initiatives, plans and projects in the City. The evaluation will establish and identify how the adopted plan aligns with the City's activities over the past several years since the 2035 Plan was adopted. We will leverage our experience working with the City through the Zoning Ordinance update process in this Task since the zoning ordinance is intended to directly implement the 2035 Plan. The assessment will consider and compare the 2035 Plan to current market and real estate trends which has been a key component of our work with the EDA over the past several years. Our EDA experience coupled with our zoning work will provide valuable context to evaluate which components of the 2035 Plan may benefit from updates or modifications.

We understand that one of the key objectives of this Project is to update the 2035 Plan so that it will meet the requirements of the EQB to increase the development thresholds for mandatory environmental review. Our Team has extensive experience performing environmental review and working with the EQB that will be invaluable to this component of the assessment. Further, our Team prepared ten comprehensive plan updates in the last planning cycle in the Twin Cities, so we are familiar with the EQB's expectations for plan components to meet their requirements. SHC performed a high-level assessment of the adopted 2035 Plan in preparation of this proposal and there are certain chapters and/or components that must be updated to qualify under the EQB's standards.

Our initial review suggests that at a minimum the Transportation, Sanitary Sewer Plan and Implementation chapters will need to become more robust in order to meet the EQB's standards. We are confident that the City has much of the needed information compiled in other plans and sources and that it will simply be a matter of incorporating the necessary information into the updated 2035 Plan. We will work with the City during this initial evaluation and diagnosis phase to collect and understand what information exists outside of the adopted 2035 which could be used and incorporated into the updated plan, understanding that this is a key objective of the Project process.

Deliverable: A summary memo of SHC's assessment and diagnosis will be prepared for consideration. The summary memo will lay out the recommended components of the 2035 Plan that should be updated, as well as identify those sections that remain relevant and do not require modifications. The memo will address each component/chapter of the 2035 Plan including, but not limited to, land use, transportation, utilities and implementation.

TASK 2: IMPLEMENTATION OF COMPREHENSIVE PLAN

Part of our process in Task 1 will be to review the implementation section of the adopted 2035 Plan and to identify components or sections of the implementation chapter that should be modified and adjusted. We understand that the City has already accomplished many of its goals and strategies identified within the 2035 Plan and therefore those efforts should be documented as completed. For example, since 2035 Plan adoption the City established a new form-forward code that encourages economic development through growth and infill. This accomplishment should be documented and described, and any implementation steps should address maintenance and management of the code rather than the full re-write that was identified. To that end, we will:

- Work to update the relevant sections, tables and items within the comprehensive plan to reflect the path forward.
- Document the strategies and implementation tasks that have been completed since the plan was adopted through tables, maps, text or a combination.
- Facilitate discussion with staff and Planning Commission to address strategies moving forward. This effort will focus on the areas of refinement identified as part of Task 1.
- Update the implementation chapter to incorporate the necessary items to meet the EQB's requirements for increasing mandatory environmental review thresholds. This will include identification of gaps within the current implementation chapter that are required to be successful in increasing mandatory environmental review thresholds.
- Update implementation chapter to include public programs, fiscal devices, and actions to implement the Comprehensive Plan including official controls.
- Revise and update the schedule for implementation to align with this refresh process.

TASK 3: INTERNAL AND EXTERNAL OUTREACH

SHC understands that during the 2035 Comprehensive Planning process extensive public and stakeholder engagement was completed and feedback is well documented within the adopted plan. We know that much of the feedback documented remains relevant and should be considered as we embark on this refresh process. To that end, an extensive public engagement process is not anticipated as part of this Project since the vision and goals for the future likely remain consistent with the adopted 2035 Plan.

Instead, targeted engagement will be used at key milestones to address specific topics or issues. Our approach to engagement is proposed as follows:

- We will work collaboratively with city staff throughout the project. A key outcome of Task 1 is anticipated to be refinement of the process and approach for the remainder of the Project, which will include establishment of Project milestones that will align with the engagement efforts for the Project.
- The Planning Commission will serve as the working group for the Project. The Planning Commission has intimate knowledge and experience working with the 2035 Plan and the Zoning Ordinance so it will be most effective for them to serve as the working group.
- The draft recommendations for updates/changes will be identified in Task 1 and the information will be brought forward to Planning Commission as well as the EDA, HRA and Council for feedback prior to any changes being made. This will provide an opportunity for feedback, adjustments and modifications before the draft update is prepared.
- After the direction is set, we will work collaboratively with staff to identify key milestones for feedback and engagement for the remainder of the project. We will work with City Staff to determine the appropriate milestones of the Project to engage with the Planning Commission, but they will be informed throughout the Project and feedback solicited through various methods including presentations, questionnaires, work sessions or meetings.
- A targeted engagement approach with the public and/or stakeholders will be identified based on the outcome of Task 1. Our initial thought is that an electronic survey and/or questionnaire could be valuable to help collect additional feedback throughout the process. Additionally, one pop-up, open house or neighborhood meeting is scoped with the appropriate format to be determined after the outcome of Task 1 is known.
- Finally, Planning Commission work sessions and meetings as well as City Council meetings are public and public attendance will be promoted throughout the Project.

TASK 4: DRAFT DOCUMENT AND IMPLEMENTATION

SHC will prepare all language updates and modifications to maps and graphics based on the outcomes of Task 1 through 3. It appears from the digital version of the 2035 Plan that the document was prepared in InDesign and that the native file will be available for use. This will allow for cohesive and consistent updating while maintaining the integrity of the document, which looks great and the contents are easy to follow.

Additionally, we assume that all GIS mapping is available for use as part of the process if needed. We understand that changes to the mapping may not be needed depending on the direction of the Project, but updated maps will likely be necessary to complete the Project.

As the city is aware, the EDA has also authorized SHC to work on a downtown plan for economic development. Components of that effort may be beneficial to include in the draft document. We propose to work with City staff to determine if alignment of the downtown plan process and this Project should be considered so that the work and efforts can be synthesized. Finally, we propose sending the draft to the EQB before final adoption to see if there is anything missing that should be incorporated. This will allow for changes and/or modification before adoption to give the City the best opportunity to obtain EQB approval for increased development thresholds for environmental review.

Once the final draft is prepared the final version will be presented to the Planning Commission and a public hearing must be held to consider the update. This will allow the public to provide any comments on the full draft. If needed, adjustments and modifications to the draft will be incorporated before sending the final draft along to the City Council for approval.

03 | BASIS FOR COMPENSATION

The following proposed fee for the Project is provided by Task:

TASK	FEE
01 | ASSESSMENT + DIAGNOSIS	$4,000
02 | IMPLEMENTATION	$2,000
03 | INTERNAL + EXTERNAL OUTREACH	$6,500
04 | DRAFT DOCUMENT PREPARATION	$15,000
TOTAL	**$27,500**

Hours will be billed according to our standard fee schedule provided in Appendix B.

If additional meetings or services are requested beyond those identified within this proposal, time will be billed according to standard hourly rates. Note that no additional work will be performed without authorization from the City first.

04 | LIST OF REFERENCES + POTENTIAL CONFLICTS

SHC Current Public Clients:

- Brainerd Economic Development Authority
- City of Grant
- City of Lauderdale
- City of Mendota
- City of South Saint Paul
- Spring Lake Township

SHC is working on several environmental review studies on behalf of developers and municipalities. Current Environmental Review projects include the following:

- City of Andover (Artemis Development Co.) - AUAR
- City of Lakeville (Artemis Development Co.) – AUAR
- City of St. Michael (Summergate) – AUAR
- City of Arden Hills (Maplewood Development) – EIS
- City of Farmington (Lennar Homes) – EAW
- City of Prior Lake (Pulte Group) – EAW
- City of Minnetrista (M/I Homes) – EAW
- City of Elko New Market (M/I Homes) – EAW

References

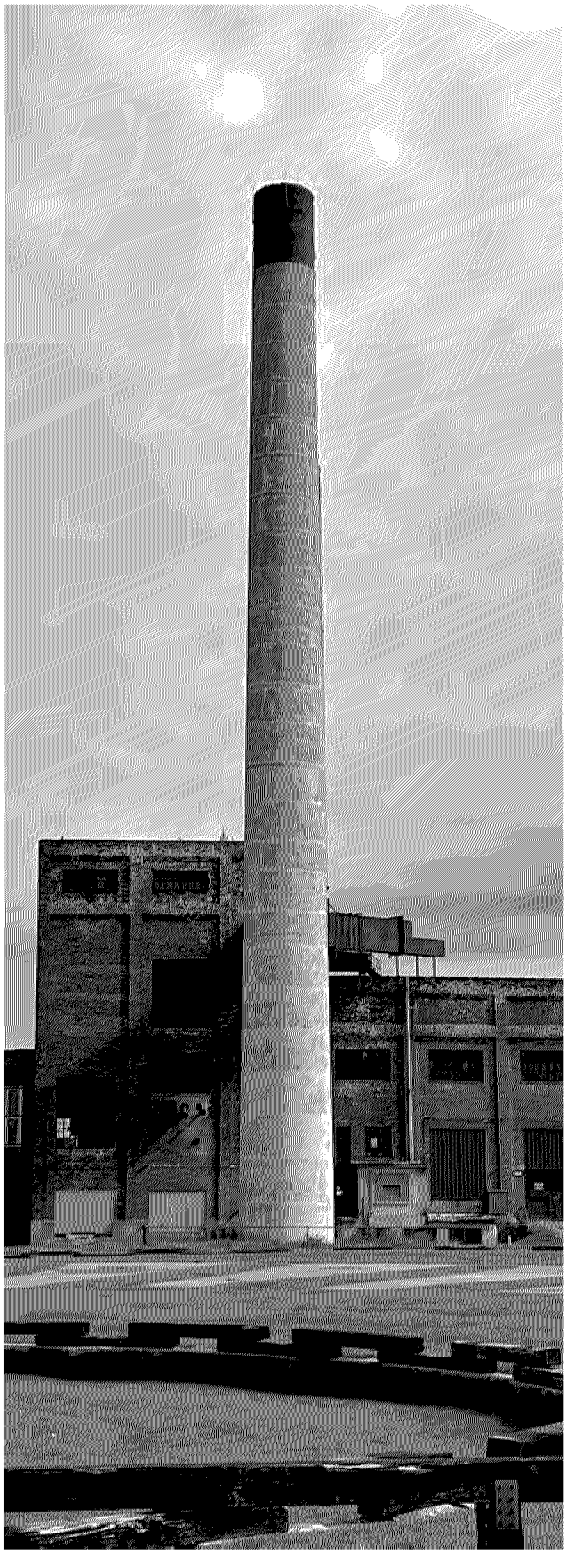
City of Lauderdale
Heather Butkowski
City Administrator
Email: Heather.Butkowski@lauderdalemn.org
Phone: 651.792.7657

Pulte Group
Dean Lotter
Entitlement & Development Manager
Email: Dean.Lotter@pultegroup.com
Phone: 952.219.9082

Potential Conflicts of Interest:

None known.

05 | DISCLOSURES + ASSURANCES



Applicant Authority – Assurance that the signatory making representations in the proposal on behalf of the consultant has the authority to do so.

Jennifer Haskamp, AICP is the owner and principal planner of Swanson Haskamp Consulting, LLC. She is the authorized representative and agent of the firm and is signatory of this proposal for services.

Insurance Coverage – Documentation of current insurance coverage and limits, including professional liability insurance shall be provided with the proposal.

Proof of Insurance (POI), including general and professional liability insurance limits is provided in Appendix C.

APPENDIX A
TEAM MEMBER RESUMES

Jennifer Haskamp

Owner + Principal Planner

Jennifer Haskamp is the owner and principal of SHC, LLC. She has over 20 years of experience in land use planning and development analysis. As the leader of SHC, she is responsible for the successful management and delivery of a variety of project types including comprehensive planning, small area studies, visioning, zoning/ordinance drafting, redevelopment and site constraint analysis, design guidelines, and environmental review. Jennifer works collaboratively with her clients to ensure project processes and deliverables meet their goals and objectives.

Education

Master of Urban and Regional Planning
Humphrey Institute
Minneapolis, MN

Bachelor of Arts - Architecture
University of Minnesota
Minneapolis, MN

Professional Associations

American Planning Association
Minnesota Commercial Association of Realtors

Relevant Qualifications

- Comprehensive planning and issue assessment Regulatory constraint analysis
- Strategic planning and goal setting
- Building consensus through process management and engagement

Relevant Experience

Consulting Services to Economic Development Authority (EDA)

City of Brainerd, MN

Form-Based and Form-Forward Code

City of Brainerd, MN

Comprehensive Plan 2030

City of Medina, MN

Comprehensive Plan 2040

City of Brooklyn Center, MN
City of Lake Elmo, MN
City of Lauderdale, MN
City of Grant, MN
City of Mendota Heights, MN
City of Birchwood Village, MN
City of Lakeland, MN
City of Anoka, MN

Environmental Assessment Worksheet (EAW)

M/I Homes
Minnetrisa, MN
Elko New Market, MN

Pulte Group
Prior Lake, MN
Rochester, MN

Lennar Homes
Farmington, MN

Mesenbrink Construction
Eureka Township, MN

Alternative Urban Areawide Review (AUAR)

Artemis Homes
Andover, MN
Lakeville, MN

Summergate Homes
St. Michael, MN

Zoning Ordinance Update

City of Mendota Heights, MN
City of Lauderdale, MN

Contract Planning Services

City of Lauderdale, MN
City of Grant, MN
City of Mendota, MN
City of Mendota Heights, MN
City of Apple Valley, MN
City of Lakeland Shores, MN

Urban Freight Study, Land Use Impact & Analysis

Metropolitan Council, MN

South Concord Corridor Market Study Analysis and Visioning

City of South Saint Paul, MN

Entitlement Services, Private Industrial Developers

Multiple Locations, MN

Economic Recovery Plan

Village of Readstown, WI

Kimberly Zlimen

Senior Engineer/Planner

Kimberly Zlimen is a Senior Engineer and Planner with SHC, LLC. She joined the team in 2025 after fifteen years in the public sector working for the Minnesota Department of Transportation, Hennepin County, and Metro Transit. Prior to those experiences, she worked for a national engineering consultant on municipal and site design projects. At SHC, she is supporting environmental documentation and site design projects. She has experience working with ArcGIS, AutoCAD, and Microstation.

Education

Masters of Business Administration
University of Minnesota
Minneapolis, MN

Bachelor of Science - Civil Engineering
University of Wisconsin
Madison, WI

Professional Licensure

Professional Engineer #45796

Relevant Qualifications

- Engineering Design
- Environmental Documentation
- Environmental Review
- Research & Data Analysis

Relevant Experience

Environmental Assessment Worksheet (EAW)

M/I Homes
Minnetrisa, MN
Elko New Market, MN

Pulte Group
Prior Lake, MN
Rochester, MN

Lennar Homes
Farmington, MN

Mesenbrink Construction
Eureka Township, MN

Alternative Urban Areawide Review (AUAR)

Artemis Homes
Andover, MN
Lakeville, MN

Summergate Homes
St. Michael, MN

Experience at Prior Firms + Departments

West Area Engineer

MnDOT
Hennepin County, MN
Twin Cities Metro, MN

Senior Project Manager

MnDOT
Twin Cities Metro, MN

Project Manager, I-94 & I-35E Pavement Rehabilitation and ADA

MnDOT
St. Paul, MN

Project Manager, Trunk Highway 65 Pavement Preservation

MnDOT
Anoka County, MN

Principal Engineer

Metro Transit

Project Engineer

Kimley Horn and Associates, Inc.

Design Engineer & Task Manager, White Bear Avenue/ County Road C Reconstruction

Ramsey County
Maplewood, MN

Jenna Shoosmith

Planner & GIS Professional

Jenna Shoosmith is a Planner and GIS Professional with SHC, LLC. After graduating with her Masters in Urban & Regional Planning from the University of Wisconsin-Madison in 2023, she has worked on a variety of project types, including environmental review, concept planning and visioning, and GIS analysis. She has also assisted with on-going zoning code updates and planning services for local cities and townships. She has experience working with ArcGIS, AutoCAD, Adobe Creative Cloud applications, and other software tools that enable her to handle complex and diverse data sets.

Education

Masters of Urban & Regional Planning
University of Wisconsin
Madison, WI

Bachelor of Arts - Communication Northern Arizona University
Flagstaff, AZ

Relevant Qualifications

- GIS Analysis
- Research & Data Analysis
- Environmental Review
- Zoning Code + Ordinance Updates
- Site Plan Review
- Planning Services
- Concept Planning + Design
- Social Media & Digital Marketing
- Graphic Design

Relevant Experience

Consulting Services to Economic Development Authority (EDA)

City of Brainerd, MN

Environmental Assessment Worksheet (EAW)

M/I Homes
Minnetrisa, MN
Elko New Market, MN

Pulte Group
Prior Lake, MN
Eagan, MN
Rochester, MN
Waconia, MN

Lennar Homes
Farmington, MN

Mesenbrink Construction
New Market, MN
Eureka Township, MN

Alternative Urban Areawide Review (AUAR)

Artemis Homes
Andover, MN
Lakeville, MN

Summergate Homes
St. Michael, MN

Contract Planning Services

City of Lauderdale, MN
City of Grant, MN
City of Mendota, MN

Zoning Code Update

City of Mendota Heights, MN
City of Lauderdale, MN

Urban Freight Study, Land Use Impact & Analysis

Metropolitan Council, MN

South Concord Corridor Market Study Analysis and Visioning

City of South Saint Paul, MN

Concept Plan Development & Entitlement Services

Fallbrook Partners
Woodbury, MN

Davey Tree
Eagan, MN

Mesenbrink Construction
Corcran, MN
New Prague, MN
Lakeville, MN

APPENDIX B
FEE SCHEDULE

(2026)

SERVICE	RATE
PRINCIPAL, PLANNER	$165/HOUR
SR. PLANNER/ SR. LANDSCAPE ARCHITECT	$152/HOUR
PLANNER / GIS PROFESSIONAL	$135/HOUR
DOCUMENT PREPARATION/LAYOUT/PRODUCTION ▪ GIS MAPPING ▪ DOCUMENT LAYOUT ▪ GRAPHICS	$120/HOUR
MILEAGE RATE *(STANDARD 2026 IRS MILEAGE RATE)*	$0.725/MILE
PRINTING AND MAILING SERVICES	ACTUAL EXPENSES

APPENDIX C
PROOF OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2025

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

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

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Swanson Haskamp Consulting, LLC 2212 Princeton Ave Saint Paul, MN 55105-1121	INSURER A : Property and Casualty Insurance Co. of Hartford	34690
	INSURER B : Nutmeg Insurance Company	39608
	INSURER C : Hiscox Insurance Company Inc	10200
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Property GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	83 SBA BE5K85	04/11/2025	04/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	83 UEC AH8526	09/13/2025	09/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	83 WEC BE5KUV	04/11/2025	04/11/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Retroactive Date: 01/15/2017	Y	N	MPL1880145.25	01/05/2025	01/05/2026	$1,000,000 per claim $2,000,000 aggregate $2,500 deductible	

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

Loc 1: 550 Vandalia St, Ste 205, Saint Paul, MN 55114

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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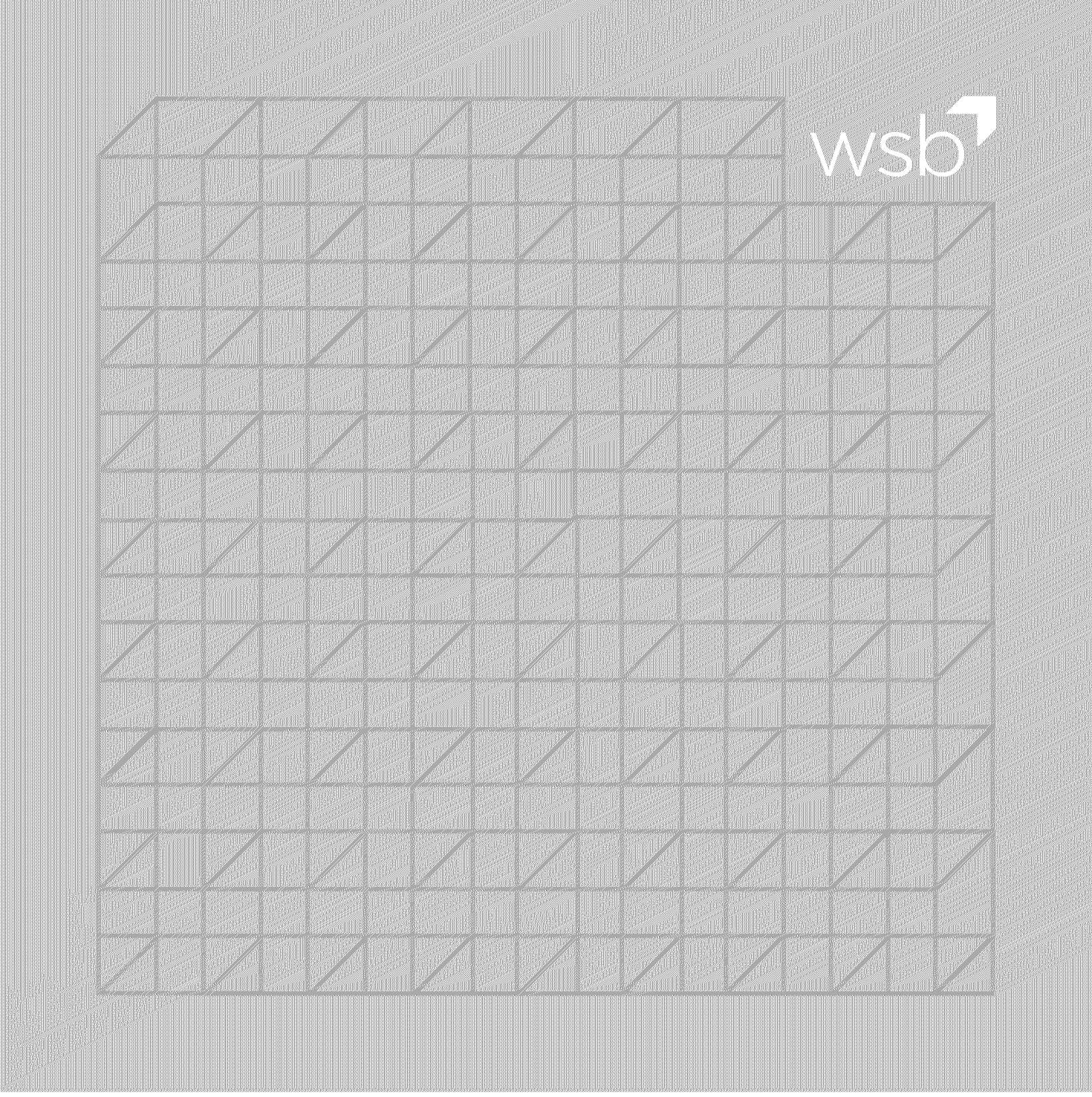


A PROPOSAL FOR

Comprehensive Plan Update

FOR THE CITY OF BRAINERD

February 6, 2026

City of Brainerd
Attn: James Kramvik
501 Laurel St.
Brainerd, MN 56401

Re: Statement of Qualifications for Comprehensive Plan Update Services for the City of Brainerd

Dear Mr. Kramvik,

On behalf of WSB, we are grateful for the opportunity to submit our qualifications and methodology to the City of Brainerd for Comprehensive Plan Update Services. Our objective is to provide you with excellent, local customer service that is customized to your needs and that will have a lasting impact for your residents.

Local Customer Service | WSB recognizes the city of Brainerd's commitment to engaging local companies, and we are pleased to confirm that our Baxter-based WSB team, Ethan Youso and Grace Liljenquist, will serve as key contributors to this project. Our team's proximity ensures availability for meetings and accessibility, while their familiarity with the values, culture, and spirit of the Brainerd Lakes area enables them to effectively support the City's goals. As residents of the area themselves, they share and uphold the core values of the Brainerd community.

Collaborative Solutions, Customized to You | At WSB, we focus on listening and building partnerships from day one, combining our expertise with your vision to deliver solutions that are not only effective but also specifically designed for your community. Our process starts by understanding your needs, concerns, and requirements, which helps us define clear project goals. With this insight, we use our experience with similar projects to develop strategies that meet these needs and address any challenges—making your objectives our own. This approach leads to optimal results with reduced risk, always keeping the client's best interests at heart.

Expert Guidance, Lasting Impact | With WSB, you gain access to a team whose expertise directly aligns with Brainerd's vision for the future. Our Community Planning and Economic Development team has helped cities across the region chart successful paths forward, blending hands-on municipal planning with proven consulting leadership. This combined experience means we understand what matters most to Brainerd—delivering solutions that work for your unique needs. Additionally, our Natural Resources team, led by Alison Harwood, brings a deep understanding of environmental assessment (EAW) and project strategy, ensuring every aspect of your comprehensive plan is supported by knowledgeable professionals.

We enthusiastically submit this proposal for the City of Brainerd's consideration for Comprehensive Update Services. Please contact me at 612.364.3029 or at ljohnson@wsbeng.com if you have any questions about our qualifications or availability.

Sincerely, WSB

Lori Johnson, AICP
Project Manager

Ethan Youso, PE
Municipal Engineering Lead | Local Liaison

15574 EDGEWOOD DRIVE ~ BAXTER, MN 56401 ~ TEL: 218.824.3960 ~ FAX: 763.541.1700 ~ WSBENG.COM

TABLE OF CONTENTS

Firm Overview.....1

Qualifications of Assigned Personnel..... 2

Project Understanding 9

Project Approach 10

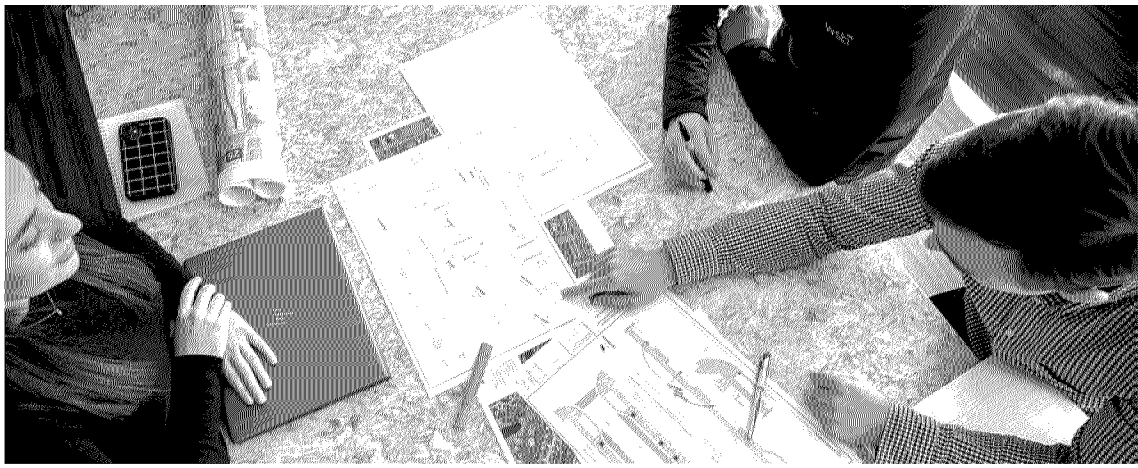
Relevant Project Experience, References.....12

Basis for Compensation 15

Disclosures and Assurances 16

15574 EDGEWOOD DRIVE | BAXTER, MN 56401 | TEL: 218.824.3960 | FAX: 763.541.1700 | WSBENG.COM

Firm Overview



Forge ahead.

Since 1995 WSB has served as a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

We share a vision to connect your dreams for tomorrow to the needs of today—the future is ours for the making.

1,600+	50+	50	10
STAFF	SERVICE AREAS	OFFICES	STATES

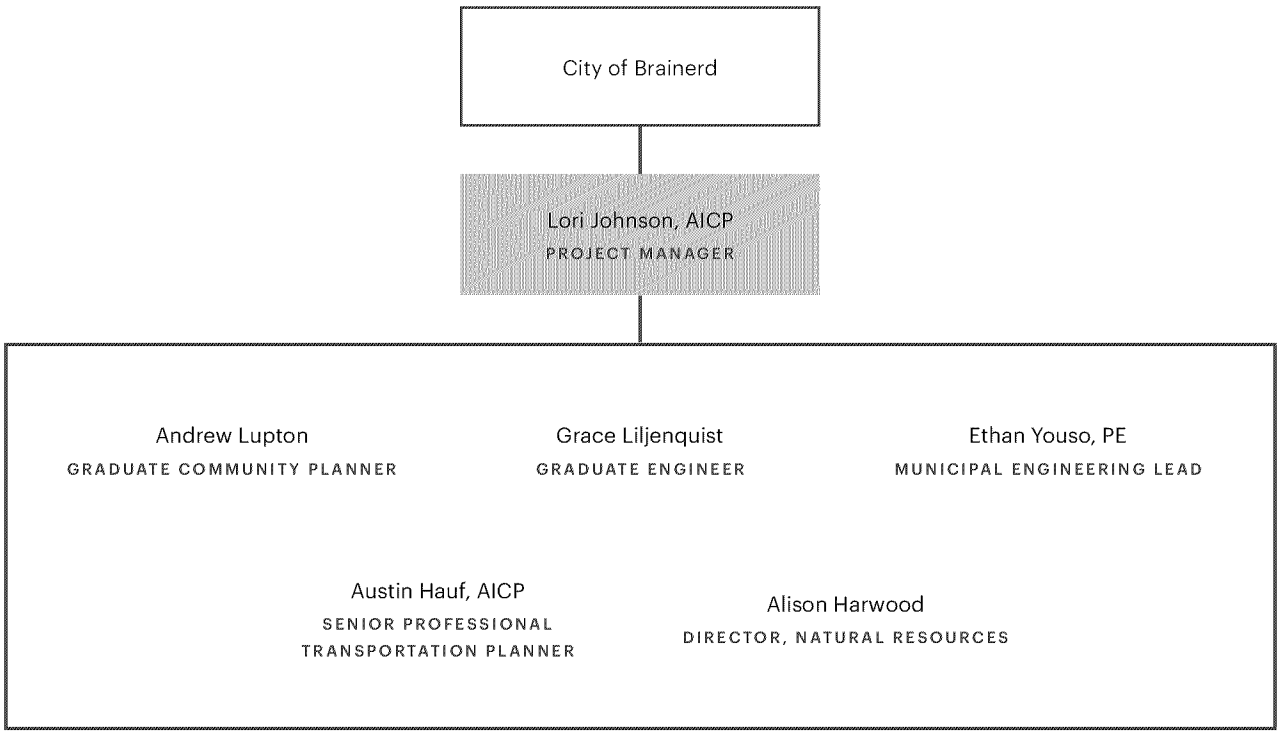
Alternative Project Delivery | Asset Management | Biogas | Bridges & Structures | City Engineering | Community Planning | Constructability Review | Construction Materials Testing & Special Inspection | Contractor Modeling | Drinking Water | Economic Development | Environmental Compliance | Geohazard Risk Management | Geospatial | Geotechnical Engineering | GIS Services | Grants & Funding | Health & Safety Compliance | Intelligent Transportation Systems | Investigation & Remediation | Land Development | Landscape Architecture | Managed Services | Natural Resources | Pavement Management | Pipeline | Project Management & Construction Administration | Public Engagement | Public Works Management | Right of Way | Roadway Design | Smart Cities | Solar | Survey | Sustainability | Technology Solutions | Traffic Engineering | Transit Planning | Transportation Planning | Urban Design | Vibration Monitoring | Visualizations | Water Resources | Water Reuse | Wind

Qualifications of Assigned Personnel

Firm Information

In September 2023, our firm changed its legal firm name and business formation from "WSB & Associates, Inc." to "WSB LLC." This change in formation and branding is more inclusive to the firms that have joined WSB since September of last year.

The team selected for this project have successfully delivered many projects on behalf of the City of Brainerd along with multiple other cities across northern Minnesota. Ethan Youso and Grace Liljenquist both work in WSB's Baxter office and will serve as local liaisons for this project.



Lori Johnson, AICP

SENIOR PROFESSIONAL COMMUNITY PLANNER I

Lori brings over 30 years of comprehensive experience in the planning profession, including 24 years as the City Planner for the City of Blaine and four years as a Senior Planner with WSB, where she is a valued member of the Community Planning and Economic Development (CPED) team. Her unique blend of public and private sector expertise equips her with a well-rounded perspective that benefits every project she undertakes. At the City of Blaine, Lori managed the daily operations of the planning department and oversaw land use application processes with the Planning Commission and City Council. At WSB, she specializes in staff augmentation for multiple clients, works on small area and comprehensive plans, and leads large-scale zoning ordinance updates. Lori is highly skilled in project management, long-range planning, and excels at communicating with clients, city councils, planning commissions, developers, real estate professionals, and residents. This year, she is finalizing the repeal and replacement of zoning ordinances for the cities of Oronoco, Sunfish Lake, and Tonka Bay in Minnesota.

EDUCATION:
BA in Political Science, Luther College, IA

Master of Community and Regional Planning, Iowa State University, IA

CERTIFICATIONS:
AICP Certification

ASSOCIATION/ ORGANIZATION:
American Planning Association - MN Chapter Secretary

Sensible Land Use Coalition

Zoning Ordinance Update and 2030 and 2040 Comprehensive Plan | Blaine, MN

CLIENT: CITY OF BLAINE

PROJECT DURATION: SEPT 2018 - NOV 2020

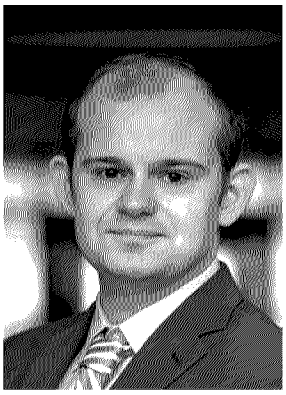
Lori directed the overall zoning ordinance update for the City of Blaine in 2020 in coordination with planning, code enforcement, and building department staff to create a more up-to-date ordinance that reflected the current desires of the City Council. In 2018, Lori was a key staff member helping to lead the Comprehensive Plan Update for 2040 for the City of Blaine. The City partnered with a consultant with whom Lori worked in close proximity.

Planning and Land Use Regulations Update | Oronoco, MN

CLIENT: CITY OF ORONOCO, MN

PROJECT DURATION: APR 2024 - 2025

The City of Oronoco has hired WSB to undertake a repeal and replace process for updating the City's zoning ordinance. The City is facing much change due to the recent sewer and water infrastructure project that has been initiated. Given the historic nature of the existing community and the rapid development potential that exists, the city wants to be in control of future standards and regulations to ensure that the community grows in ways that are smart, cognizant of public opinion, and that enhance the wonderful community that is there today. Our team has worked with staff and a steering committee to undergo an intense public engagement process that consisted of pop-up events, informational takeaways, and online visual preference surveys. The Steering Committee is providing guidance on what future standards should be as they relate to the findings of the public engagement report. WSB is now drafting the document for chapter review by the Steering Committee, Planning Commission, and the City Council. The final product will be a zoning ordinance that meets the expectations of the community, that will provide clear and concise language and visual representations for their rapid growth and transformation.



Andrew Lupton

GRADUATE COMMUNITY PLANNER

Andrew has experience performing traditional planning work such as analyzing land use applications and drafting long-range comprehensive plans. He knows that successful planning is based on respect for clients and listening to community input. Andrew possesses a rich background in organizational funding from his experience as a grant writer. He has performed grant services in the fields of education, utilities, renewable energy, and human services. His skills in the funding and philanthropic world supplement his planning ability with a multifaceted approach to new challenges.

EDUCATION:
Master of Urban and Regional Planning, Environmental Planning, University of Minnesota, MN

ASSOCIATION/ ORGANIZATION:
American Planning Association

Planning and Grant Writing Specialist | Otter Tail County, MN

CLIENT: OTTER TAIL COUNTY, MN

PROJECT DURATION: OCT 2023 - SEP 2025

Andrew functioned as the grant manager for Otter Tail County, ensuring that community grants are addressing programmatic requirements. He also sought out new opportunities for the County relating to all County functions, including economic development, workforce development, infrastructure, and environmental programs. Andrew was the primary contact for grant writing and implementation for Otter Tail County.

Grant-Writing Assistant | Indianapolis, IN*

CLIENT: VARIOUS CLIENTS

PROJECT DURATION: JAN 2023 - SEP 2023

Andrew was a grant writing assistant at Hedges, a consulting firm specializing in funding and organizational management for small and mid-size Indiana nonprofits. He worked with five client organizations, researching and writing 3-4 grants a month. Andrew was responsible for obtaining a $50,000 grant from 16Tech on behalf of Girls Inc. Indy. He also created digital templates to streamline the grant writing process to assist Hedges clients. Andrew managed grant submission timelines through client and funder software.

2050 Comprehensive Plan | Braham, MN

CLIENT: CITY OF BRAHAM, MN

PROJECT DURATION: MAY 2024 - CURRENT

Andrew currently works with the City of Braham to create a new comprehensive plan. He communicates directly with city officials and members of the community through digital surveys and City Town Hall meeting attendance. The demographic data and research Andrew provides are used to create a plan that meets the immediate and long-range needs of the City.

Day-to-Day Planning | Various Minnesota Locations

CLIENT: VARIOUS CLIENTS

PROJECT DURATION: OCT 2023 - CURRENT

Andrew works with WSB's roster of clients on zoning and land use. He researches city, county, and state ordinances to process applicant site plans and draft new conforming plans. Andrew analyzes planning applications, provides written feedback for review by Planning Commissions and City Councils. He drafts small area plans, Comprehensive Plans, and corridor studies and assists in public engagement activities. He includes text, mapping, and graphic illustrations to make products accessible and informative.

Grace Liljenquist

GRADUATE ENGINEER

Grace is a graduate engineer in our municipal division, out of our Baxter, MN office. Grace graduated from North Dakota State University in 2022 with her Bachelor of Science in Construction Engineering. She has 2 years of experience in project management and construction administration. Prior to joining WSB, Grace was a project manager in the commercial division at Rice Lake Construction Group. With this experience, Grace has developed strong written and verbal communication skills and attention to detail, along with complex problem-solving skills. Grace's commercial project management experience with projects from estimating to close-out brings valuable insight and a unique perspective to the team.

REGISTRATION:
Engineer In Training #172145

EDUCATION:
BS in Construction Engineering, North Dakota State University, ND

AA in General Studies, Itasca Community College

CERTIFICATIONS:
Aggregate Production

Bituminous Street I

Concrete Field I

ASSOCIATION/ ORGANIZATION:
MN Society of Professional Engineers

MPCA Subsurface Sewage Treatment System Advisory Board

Esko Fitness Center | Esko, MN*prior to WSB

CLIENT: ISD #99 ESKO PUBLIC SCHOOLS

PROJECT DURATION: JUL 2023 - JAN 2024

This project consisted of a brand-new fitness center and parking lot for Esko Public Schools and its community members. As the general construction project manager, Grace was responsible for ensuring the project was completed on schedule and within budget. To do this, Grace provided constant communication to her subcontractors and with the client. Grace also showed strong attention to detail when analyzing scope gaps and administering contracts. A unique aspect of this project was having to underpin existing foundations. Working closely with both the site superintendent and structural engineer, Grace was able to guide the team to a more cost-effective way of performing this work.

Victual Expansion | Crosby, MN*prior to WSB

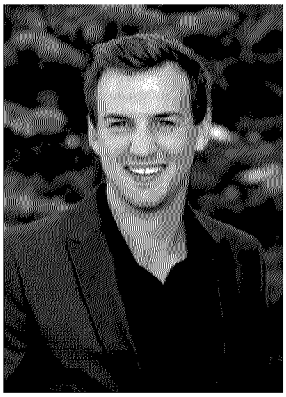
PROJECT DURATION: JAN 2023 - AUG 2023

The Victual Expansion project included the renovation of two neighboring buildings into one large retail space, an additional expansion on one of the buildings, and a parking lot. In order to expand one building and combine the neighboring buildings, extensive demolition of load-bearing walls had to be performed. During demolition of an exterior wall, it was discovered that the wall would no longer be structurally sound if we continued per the plans. Grace was able to effectively communicate the problem to the structural engineer and work with them and the shoring contractor to come up with a solution that did not delay the project's schedule. She was then able to effectively communicate this issue to the client, along with any cost impacts.

Super One Foods | Walker, MN*prior to WSB

PROJECT DURATION: JUL 2023 - JUN 2024

This project included construction of a new Super One Foods grocery store, demolition of the existing one, and a new parking lot. Grace's role as a project engineer involved assisting the project manager and superintendent with all construction administration tasks, schedule updates, and any communication with subcontractors. A unique aspect of this project included the proximity of the new store relative to the existing store. The new store's utilities were proposed to run under the existing store's parking lot. Grace assisted in developing solutions and coming up with a phasing plan for the installation of the utilities that would cause minimal disruption to the existing operating store.



Ethan Youso, PE

MUNICIPAL ENGINEERING LEAD

Ethan has experience as a project engineer and project manager on municipal projects. He is experienced with ADA, sanitary sewer, water distribution, storm sewer, urban/rural reconstruction, and road projects. Ethan has knowledge of MnDOT and state aid requirements and has coordinated with local, regional, and state permitting agencies on numerous projects.

REGISTRATION:
PE MN #62781

EDUCATION:
BS in Civil Engineering, University of North Dakota 2020

ASSOCIATION/ ORGANIZATION:
CEAM

APWA

* Work performed at a previous firm

CSAH 3 & CSAH 66 Improvements | Crosslake, MN*

CLIENT: CROW WING COUNTY, MN

PROJECT DURATION: SEP 2023 - MAY 2024

Reconstruction of CSAH 66 and CSAH 3 with the addition of a roundabout. The project also consisted of shoulder widening, storm sewer installation, and the addition of turn lanes. This project incorporated a phasing plan to limit the effect of construction on businesses, the replacement of a multi-use trail while maintaining ADA requirements, the relocation and addition of RRFBs, and the installation of a new 6' sidewalk on the East side of CSAH 66. This project obtained multiple funding sources and, as a result, required a very robust Engineer's Estimate and SEQ to obtain State Aid approval.

11th Street NE Reconstruction*

CLIENT: CITY OF LITTLE FALLS

PROJECT DURATION: AUG 2021 - JUL 2022

Reconstruct of roadway and storm sewer system under 11th Street NE. ADA improvements.

2025 Brainerd Resurfacing Project*

CLIENT: CITY OF BRAINERD, MN

PROJECT DURATION: NOV 2024 - SEP 2025

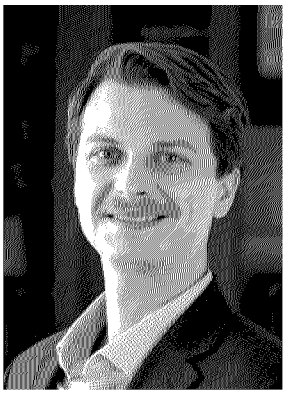
Mill, overlay, and reconstruction of multiple bituminous streets in South Brainerd. Project also included spot curb and gutter repairs and the installation of two new valley gutters to improve drainage.

2022 Inglewood Drive Project*

CLIENT: CITY OF BAXTER, MN

PROJECT DURATION: MAY 2022 - SEP 2024

The project improved traffic circulation and movements that complement the main roadway arterials of TH 210 and TH 371, along with maintaining and providing a safe pedestrian crossing of TH 210 and the BNSF railway. The relocation of the signalized intersection to Inglewood Drive improved the signal spacing on TH 210, shortened the westbound exit traffic distance to 0.8 miles on Foley Road, and improved regional traffic and pedestrian movements.



Austin Hauf, AICP

SENIOR PROFESSIONAL TRANSPORTATION PLANNER I

Austin has helped clients secure nearly $50 million for improvements to parks, trails, and highway infrastructure. He has led or supported the preparation of grant applications for a wide range of funding sources, including U.S. DOT BUILD, RAISE, RURAL, BIP, PROTECT and Scenic Byways programs, Twin Cities Metropolitan Council Regional Solicitation, MnDOT Local Road Improvement Program (LRIP) and Transportation Economic Development (TED) grants, MN DEED Transportation Economic Development Infrastructure (TEDI) program, and MN DNR Outdoor Recreation and Local Trail Connections Grant programs. His roles have included all aspects of the preparation process, from technical analysis and writing to agency coordination, and he has demonstrated the ability to succinctly communicate the key goals and outcomes of proposed projects to potential funders.

REGISTRATION:
American Institute of Certified Planners #32983

EDUCATION:
Master of Urban and Regional Planning, University of Minnesota, MN

BA in Political Science, Global Studies, and Chinese, Concordia College, MN

2024 Bridge Investment Program Grant Applications | ND

CLIENT: NDDOT

PROJECT DURATION: FEB 2024 - JUL 2024

Austin led preparation of two federal Bridge Investment Program (BIP) grant applications for projects located in Cannon Ball and Valley City, ND. He served as a liaison between NDDOT and WSB technical staff and supervised the preparation of the project description, merit criteria narrative, and other elements of the required application package. Both projects were successful. "Safe & Resilient Passages at Standing Rock" was awarded $9.4M and "Viking Bridge Reconstruction" was awarded $2.7M.

2023 Local Road Improvement Program Grant Applications | MN

CLIENT: MULTIPLE CLIENTS

PROJECT DURATION: SEP 2023 - DEC 2023

Austin led the preparation of Local Road Improvement Program (LRIP) grant applications for Falcon Ave in the City of North Branch and Otter Lake Road in the City of Lino Lakes. He was the primary grant writer as well as the primary liaison with city staff.

2019 I-94 BUILD Grant Application | Wright County, MN

CLIENT: MNDOT - DISTRICT 3

PROJECT DURATION: JUN 2019 - JUL 2019

Austin assisted with the preparation of a $25 million application for 2019 BUILD Transportation Discretionary Grant funds to support the reconstruction and expansion of I-94 between Albertville and Monticello. He was responsible for preparing application content and supporting material.

Minnesota Safe Routes to School Program | MN (Statewide)*

CLIENT: MNDOT

PROJECT DURATION: MAY 2018 - DEC 2018

The Minnesota Safe Routes to School (SRTS) Program, under MnDOT's Office of Transit and Active Transportation, funds and assists schools and communities to improve children's ability to walk and bike to school. Austin coordinated with stakeholders, created engagement materials, reviewed plans, and led the development of an online tool for accessing SRTS plans and enhancing program transparency.

Alison Harwood, CWD

DIRECTOR, NATURAL RESOURCES

Alison has over 16 years of experience in the natural resources field performing field studies as well as helping clients navigate environmental review and permitting processes. She has extensive knowledge of environmental review and has led many projects through the environmental review and permitting processes. She's completed Environmental Assessments and Categorical Exclusions for a variety of projects and has extensive experience in water resources permitting, including Federal Section 404, Section 10, and Section 401 permitting, and consultation regarding Section 7, Section 106, BGEPA, and MBTA resources.

EDUCATION:
MS in Biology, Minnesota State University - Mankato, MN

BS in Biology, South Dakota State University, SD

CERTIFICATIONS:
Certified Wetland Delineator #1238

ASSOCIATION/ ORGANIZATION:
WTS Minnesota

Women of Renewable Industries and Sustainable Energy

Wetland Professionals Association

Environmental Review Assistance | Various Clients

CLIENT: VARIOUS CLIENTS

PROJECT DURATION: 2017 - CURRENT

Alison has led numerous environmental reviews in accordance with Minnesota Rules 4410 and also reviewed environmental review documents on behalf of Responsible Government Units to ensure completeness. Alison is very involved with evaluation of the various resources to identify the potential for impacts and recommend impact avoidance or minimization measures and mitigation opportunities.

Hentges Industrial Site EAW | Shakopee, MN

CLIENT: CITY OF SHAKOPEE

PROJECT DURATION: DEC 2020 - FEB 2021

Alison led the Environmental Assessment Worksheet preparation for this project, which involved development of 61 acres in the City of Shakopee. The analysis included evaluation of various resources including, but not limited to, water resources, soils, potential contamination, cultural resources, and the transportation network. The potential for impacts to the evaluated resources were documented in the Environmental Assessment Worksheet and distributed per the Environmental Quality Board guidelines. The project was ultimately determined to not have the potential for significant environmental impact and did not require an Environmental Impact Statement.

On-Demand Environmental Review Services | Various Locations, ND

CLIENT: NDDOT

PROJECT DURATION: 2021 - 2023

WSB was selected to function as an on-demand resource for the NDDOT for environmental including Aquatic Resources Delineations, Wetland Monitoring, Tree and Shrub Surveys and Soil Classification and other services as required for the project. The primary function of this contract is to support the environmental processes of NDDOT led designs. The WSB team includes biologists, certified wetland delineators, professional soil classifiers and foresters to ensure complete in-house delivery of all NDDOT deliverables. To date WSB has been selected to complete work on six projects that included wetland monitoring, aquatic resources delineation, stream mitigation banking and applicable adjacent services. These projects combined have included over 40 miles of delineations. WSB has worked to exceed the NDDOT's expectations by supplying real-time GIS-based inventories which have allowed NDDOT designers to be proactive during preliminary engineering. This approach allows the department to evaluate potential impacts and consider corrective measures to reduce or remove impacts prior to receipt of the final report and data. WSB's approach to data delivery methods and responsiveness has enabled NDDOT to streamline and be more efficient at executing their project workload.

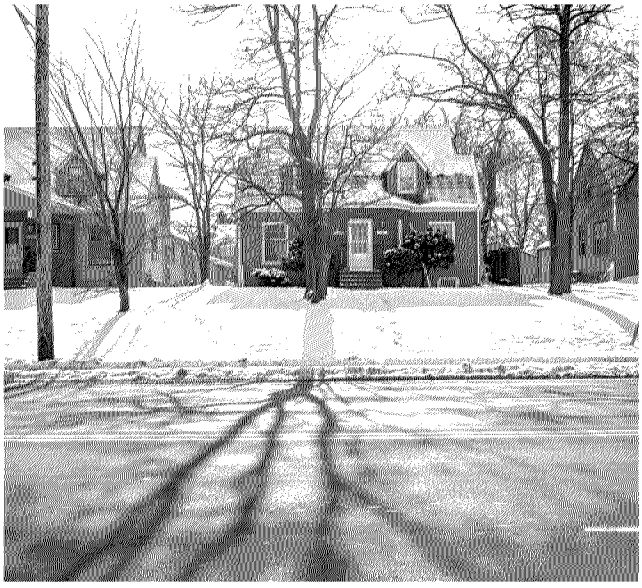
Project Understanding

Our project team has carefully reviewed the RFP and consulted with city staff to present a comprehensive approach to this initiative. We propose conducting a high-level evaluation of the current comprehensive plan (approved in 2019) to confirm that its goals and implementation strategies remain relevant and actionable. This assessment will also involve a thorough review of the updated zoning code and additional documents as requested by the city, ensuring that all comprehensive plan information remains consistent and aligned with recent approved changes. Most significantly, this process will be directed by the principles established in the current comprehensive plan.

Special consideration will be given to possible modifications of the Environmental Assessment Worksheet (EAW) threshold criteria related to residential development. The objective is to facilitate efficient processing of new residential projects without imposing unnecessary administrative burdens.

The existing implementation table within the comprehensive plan will undergo an extensive review and be revised as needed to support the achievement of comprehensive plan objectives and to develop an actionable matrix that promotes clarity and effective execution.

Ongoing collaboration between WSB, city staff, the Planning Commission, and City Council will be established via an initial kick-off meeting, followed by a series of discussions focused on reviewing and recommending updates to the comprehensive plan. Additionally, a public open house will be organized to solicit feedback and foster community support for proposed changes. Finally, WSB will be present at Planning Commission and City Council meetings to usher the changes through the required approval processes.



Task 1: Kick-Off Meeting/Research and Review

WSB will facilitate a hybrid (virtual/in-person) kick-off meeting with city staff to develop a clear understanding of the overall planning process, intended outcomes and project deliverables along with a review of the project schedule and identification of key contacts and project stakeholders. Staff from WSB's Baxter office will be in person for the meeting.

This task also entails WSB's review of all pertinent documents, including the current approved Comprehensive Plan, Zoning Ordinance, and any additional materials as directed by city staff. This thorough assessment will serve as a diagnostic evaluation of the comprehensive plan to identify potential areas of concern. Our EAW team will begin work on studying the necessary process for changing EAW thresholds as well, so this information can be incorporated into future meetings.

WSB understands that the implementation matrix currently in the comprehensive plan needs to be modified and/or updated. As this project progresses, significant attention will be given to this matrix to determine necessary changes. During this first task, WSB will work with staff to identify changes that are obvious, though further changes might come from the public engagement tools to be utilized. The implementation matrix will include descriptions of public programs, fiscal devices and any other action that may be necessary to implement the plan. This matrix will also include a schedule for the implementations.

TASK 1 DELIVERABLES

- Kick off meeting—hybrid virtual/in-person
- Review of the City's Zoning Ordinance and Comprehensive Plan
- Review of any other relevant data presented to WSB by city staff
- Diagnosis of the Comprehensive Plan to identify areas of concern

Task 2: Meetings and Public Participation

Following the initial kickoff meeting with city staff and completion of the comprehensive plan diagnosis by WSB, our team will convene a meeting with city staff and the Planning Commission to further define and clarify the planning process, as well as address the ideas and objectives of the Planning Commission. The Planning Commission serves as an essential advisory body for potential amendments to the comprehensive plan, and its input will inform the content of subsequent meetings.

Based on the outcome of the Planning Commission meeting, WSB will facilitate two joint sessions involving the Planning Commission, City Council, Economic Development Authority and the Housing and Redevelopment Authority. The agendas for these meetings will be developed based on feedback from the Planning Commission to ensure effective review of policies and the implementation matrix for each chapter, verifying their continued relevance in the current context. This approach will be systematic, with carefully structured meeting agendas aligned with the approved comprehensive plan framework.

WSB will lead all meetings and create necessary visual materials, except for maps. Staff has indicated that updates to maps are not required as part of this plan update, and therefore, map revisions were not included in our proposal.

Upon completion of the two joint meetings, the resulting proposed changes will be presented to the general public at an open house. WSB will be present to assist attendees in understanding the proposed modifications, and our team will employ information-gathering techniques to incorporate public feedback into the final draft of the proposed changes.

TASK 2 DELIVERABLES

- Development of meeting strategy
- One in-person meeting with city staff and the Planning Commission
- Two in-person joint meetings with city staff, the Planning Commission and City Council
- One public open house meeting

Task 3: Drafting Revised Documents

Following the completion of Task 2, Task 3 involves preparing the proposed amendments to the comprehensive plan. The format of these changes will be established in consultation with staff and the Planning Commission, with WSB taking responsibility for drafting the revisions. WSB will submit two drafts to the City—the initial draft will undergo review by city staff and the Planning Commission, while the second draft will also be forwarded to the City Council for additional feedback.

WSB will be available for questions during this review period, but city staff would take the lead on any meetings that may be necessary to go over the proposed drafts. WSB will then make all necessary changes as directed. This detailed review process is designed to facilitate a smoother approval phase as the project concludes.

TASK 3 DELIVERABLE

- Preparation of two preliminary drafts for review by staff, the Planning Commission and City Council

Task 4: Approval of Changes

Following the receipt of all comments, WSB will prepare the final document and transmit it to city staff, who will oversee coordination of public hearings and meetings. WSB will attend the required public hearing on the final draft as well as the City Council meeting for official approval. The project budget includes provisions for one Planning Commission meeting, one City Council meeting, and all necessary printed materials and visuals.

TASK 4 DELIVERABLES

- Preparation of final draft for review by staff, the Planning Commission and City Council
- Attendance at one Planning Commission meeting and one City Council meeting
- Delivery of final product upon approval
- Guidance to the city on submitting certification to the EQB chair regarding the increase of residential development threshold for a mandatory EAW

Relevant Project Experience, References

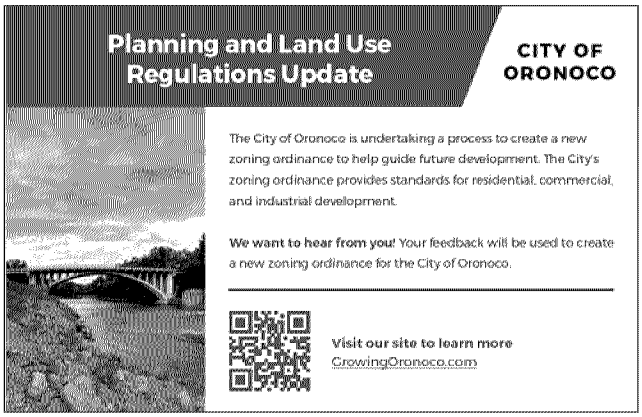
Planning and Land Use Regulations Update

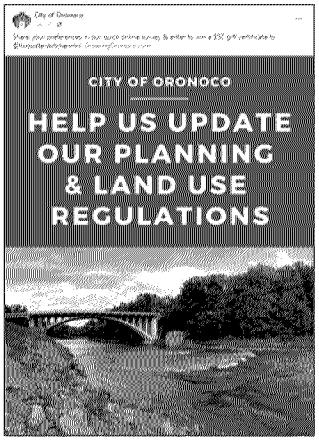
CLIENT: **CITY OF ORONOCO**
LOCATION: **ORONOCO, MN**
DURATION: **APRIL 2024 - EARLY 2025**

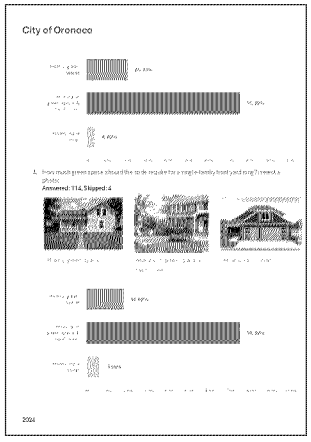
The City of Oronoco has hired WSB to undertake a repeal and replace process for updating the City's zoning ordinance. The City is facing much change due to the recent sewer and water infrastructure project that has been initiated. Given the historic nature of the existing community and the rapid development potential that exists, the city wants to be in control of future standards and regulations to ensure that the community grows in ways that are smart, cognizant of public opinion, and that enhance the wonderful community that is there today.

Our team has worked with staff and a steering committee to undergo an intense public engagement process that consisted of pop-up events, informational takeaways, and online visual preference surveys. The Steering Committee is providing guidance on what future standards should be as they relate to the findings of the public engagement report. WSB is now drafting the document for chapter review by the Steering Committee, Planning Commission and the City Council.

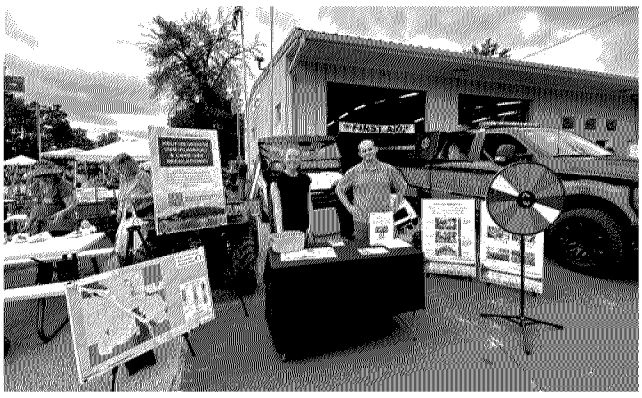
The final product will be a zoning ordinance that meets the expectations of the community, that will provide clear and concise language and visual representations for their rapid growth and transformation.







ABOVE: PROJECT WEBSITE, SOCIAL MEDIA POSTS, AND SURVEY RESULTS, BELOW: IN-PERSON ENGAGEMENT INCLUDED NATIONAL NIGHT OUT AND ORONOCO GOLD RUSH DAYS



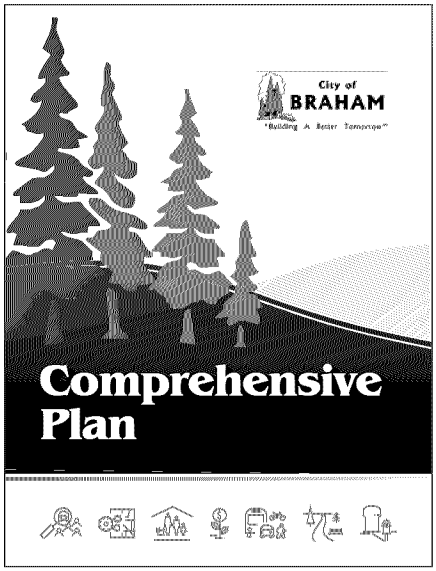
KEY WSB STAFF: **LORI JOHNSON (PROJECT MANAGER), CHEVELLE KAZMIERCZAK (ENGAGEMENT), ANDREW LUPTON (COMMUNITY PLANNER)**

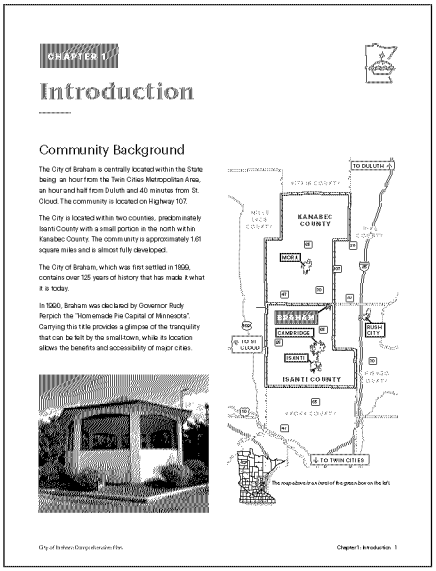
FEE: **$63,000**

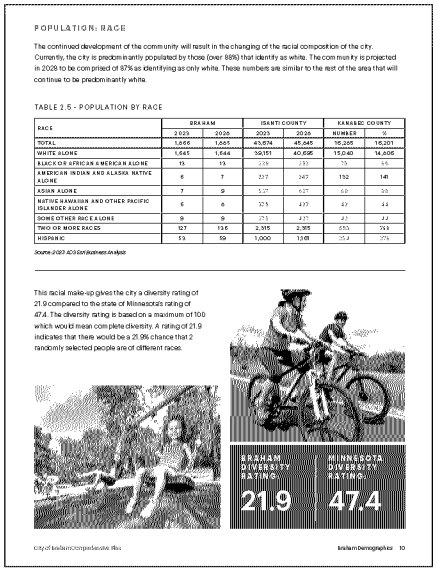
REFERENCE: **KATHY BRANDT-RUCKER | STEERING COMMITTEE CHAIR | 507.273.5450| KRUCKER@THINKBANK.COM|**

Braham Comprehensive Plan Update

CLIENT: **CITY OF BRAHAM**
LOCATION: **BRAHAM, MN**
DURATION: **FEB 2024 - SEP 2024**







WSB was hired to update the City of Braham comprehensive plan. The plan was obsolete and failed to address the goals and objectives of the community and elected officials. WSB set up a working group that represented important aspects of the community, particularly local businesses, downtown businesses, volunteer organizations, parks and recreation organizations, the local school district, and representatives from the EDA, Planning Commission, and City Council. Two community meetings and a city-wide survey were undertaken to get feedback about the city and what residents thought were the most important issues facing the community. With the public responses, the committee focused on encouraging growth in Braham, both residential and commercial. They wanted a clear plan for future capital projects so they could identify funding sources and work to obtain grants and aid.

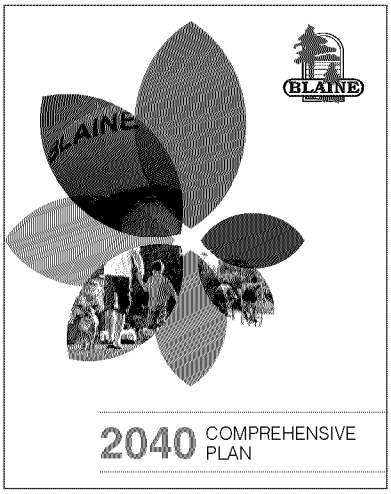
The Plan provided guidance for the future and raised ideas about future areas of growth and potential programs that could be initiated at the local level to attract new businesses. The Plan identified future areas for annexation and opened discussions on utility extension, utility capacity, and rebuilding some of the existing sewer and water infrastructure when rehabilitating local roads. The City Council recognized the community cannot rely solely on redevelopment and should also expand its borders.

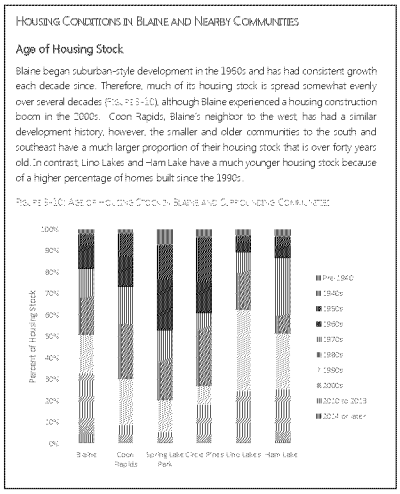
KEY STAFF: **KIM LINDQUIST, ANDREW LUPTON, ALISON NGUYEN**

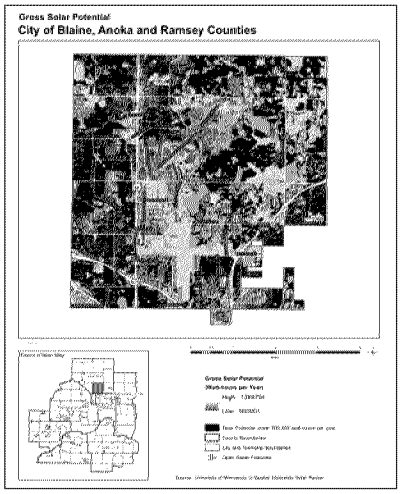
REFERENCE: **KEVIN STAHL | CITY ADMINISTRATOR/POLICE CHIEF | CITY OF BRAHAM | 320.496.8709 | KSTAHL@BRAHAMMN.GOV**

Blaine Comprehensive Plan

CLIENT: **CITY OF BLAINE**
LOCATION: **BLAINE, MN**
DURATION: **2017 - 2020**







WSB led the City of Blaine through its 2040 Comprehensive Plan Update. The 2040 Comprehensive Plan established a vision for how the community will grow and develop over the coming decades and was reflective of the desires of the entire community. It analyzed various topics related to development including land use, housing and neighborhoods, economic development, transportation, utilities, and parks & trails, among others. The plan also included specific implementation steps so the city could plan for and track the progress towards reaching its goals.

Pop up events and other community events were used to gather information from the public on a wide variety of issues. Open houses for community members were staffed by WSB and by city staff members.

THE PROJECT INCLUDED THE FOLLOWING COMPONENTS:

- Demographics, Economic Development, Land Use, Housing, Implementation, Parks, Public Participation, and Resiliency.

CLICK OR SCAN THE QR CODE TO VIEW A COMPREHENSIVE PLAN EXAMPLE:

KEY STAFF: **LORI JOHNSON**

COST: **$ 107,000**

REFERENCE: **ERIK THORVIG | CITY MANAGER | CITY OF BLAINE | 763.785.6180**

LOCAL PUBLIC CLIENTS

WSB works for a variety of local clients in the Brainerd area, such as East Gull Lake, Osakis, Baxter, and various MnDOT and other government projects that take place in the region. WSB also performs work all across the state of Minnesota, as well as 9 other states across the US.

Basis for Compensation

TASK	DESCRIPTION	PROJECT MANAGER, SR. PLANNER	COMMUNITY PLANNER	ENGINERING PROJECT MANAGER	SR. TRANSPO. PLANNER	GRADUATE ENGINEER	SR. GRAPHIC DESIGN SPECIALIST	DIRECTOR, NATURAL RESOURCES	PROJECT MGMT	TOTAL HOURS
		LORI JOHNSON	ANDREW LUPTON	ETHAN YOUSO	AUSTIN HAUF	GRACE LILJENQUIST	YENG MOUA	ALISON HARWOOD	GRAYSON	
1	KICK OFF MEETING/RESEARCH AND REVIEW									
	HYBRID KICK OFF MEETING	1	1	2	1	2		1		8
	REVIEW OF ZONING ORDINANCE AND COMP PLAN AND OTHER RELEVANT DATA	3	4	1	1	2		1		12
	DIAGNOSIS OF THE COMP PLAN	2	2	1	1	1		1		8
2	MEETINGS AND PUBLIC PARTICIPATION									
	DEVELOPMENT OF MEETING STRATEGY	1								1
	IN PERSON MEETING WITH STAFF AND PLANNING COMMISSION	5		3		3				11
	TWO IN PERSON MEETINGS WITH STAFF, PLANNING COMMISSION AND CITY COUNCIL	10		3		3				16
	CREATION OF MATERIALS AND VISUALS FOR MEETINGS	2	2				2			6
	ONE PUBLIC OPEN HOUSE MEETING			2		2				4
3	DRAFTING REVISED DOCUMENTS									
	PREPARATION OF TWO PRELIMINARY DRAFTS FOR REVIEW BY STAFF	7	10	2	2	7	6	2		36
4	APPROVAL OF CHANGES									
	PREPARATION OF FINAL DRAFT	4	8	1	1	1	3	1		19
	ATTENDANCE AT ONE PC MEETING	6		2		2				10
	ATTENDANCE AT ONE CC MEETING	6		2		2				10
	DELIVERY OF FINAL PRODUCT UPON APPROVAL	2	2							4
	PROJECT MANAGEMENT INVOICES								2	2
TOTAL ESTIMATED HOURS		49	29	19	6	25	11	6	2	147
AVERAGE HOURLY BILLING RATE		$241	$127	$215	$195	$155	$142	$241	$128	
TOTAL FEE BY LABOR CLASSIFICATION		$11,809	$3,683	$4,085	$1,170	$3,875	$1,562	$1,446	$256	

TOTAL PROJECT COST	$27,886

POTENTIAL CONFLICTS OF INTEREST

WSB LLC has no potential conflicts to disclose at this time, nor do we foresee any potential conflicts when working with the City of Brainerd

APPLICATION OF AUTHORITY

Lori Johnson, AICP, and Ethan Youso, PE, are authorized as the signing representatives of WSB LLC and will act as the point of contact for the City of Brainerd on this project. If you have any questions on this proposal or our qualifications, please reach out to Lori at 612.364.3029 or at ljohnson@wsbeng.com.

INSURANCE COVERAGE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Kasi Heilig PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kasi.heilig@marshmma.com
INSURED WSBASSOCIA WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co PittsburghPA — 19445 INSURER B : Zurich American Insurance Company — 16535 INSURER C : Twin City Fire Insurance Company — 29459 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 222722277 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5425678	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4693553	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			41HV6BP2SZ9	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656880 WC066656900	3/1/2025 3/1/2025	3/1/2026 3/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			CPP696163600	3/1/2025	3/1/2026	Each Occurrence	1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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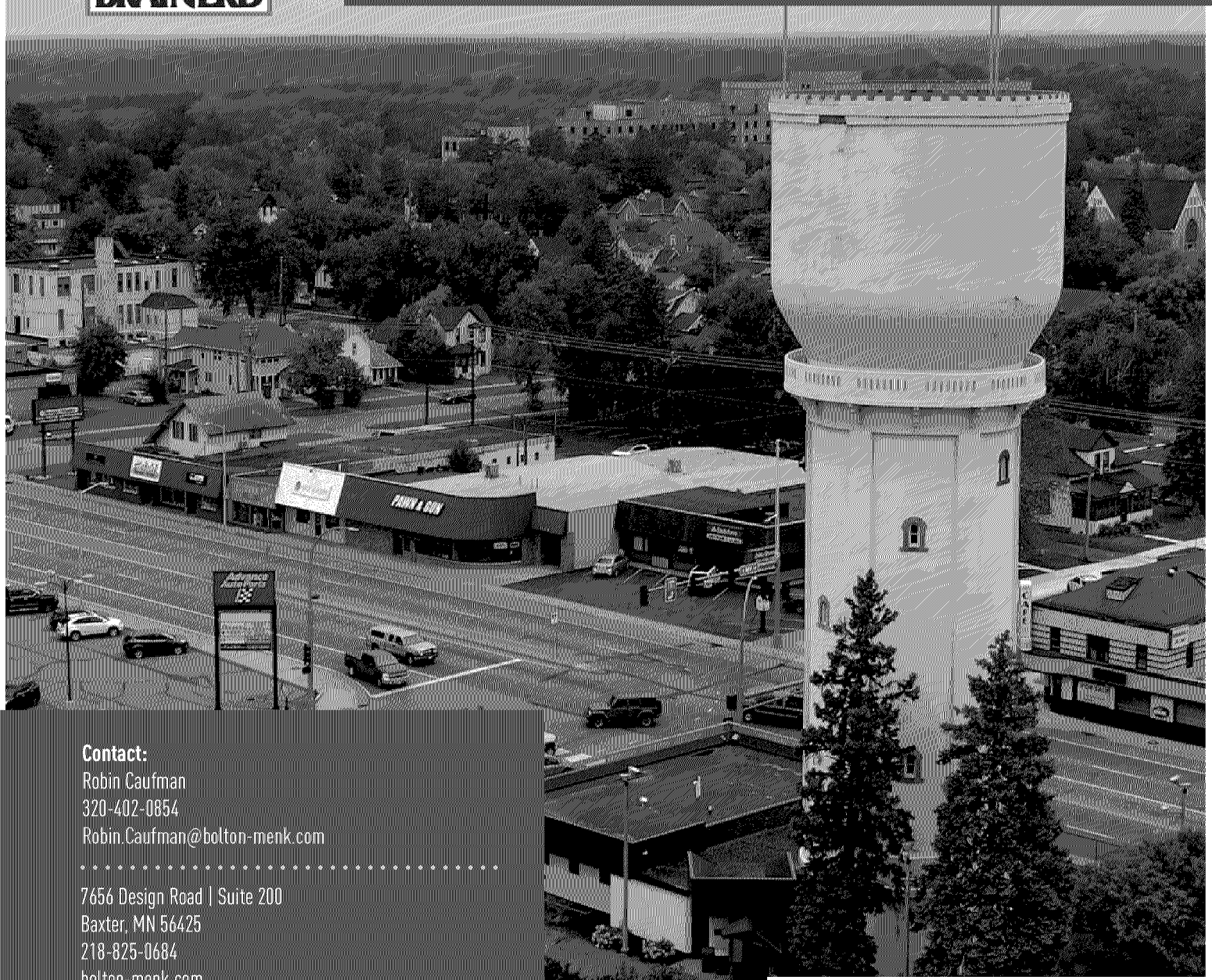
Forge ahead.

WSBENG.COM

PROPOSAL FOR

COMPREHENSIVE PLAN UPDATE SERVICES



Contact:
Robin Caufman
320-402-0854
Robin.Caufman@bolton-menk.com

7656 Design Road | Suite 200
Baxter, MN 56425
218-825-0684
bolton-menk.com

FEBRUARY 6, 2026

WE BELIEVE ALL PEOPLE SHOULD LIVE IN SAFE, SUSTAINABLE, AND BEAUTIFUL COMMUNITIES.

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Baxter, MN 56425
218-825-0684 | Bolton-Menk.com

February 6, 2026

City of Brainerd
ATTN: James Kramvik
501 Laurel Street
Brainerd, MN 56401

RE: Proposal for Comprehensive Plan Update Services

Dear James:

The City of Brainerd is updating its comprehensive plan to support thoughtful growth, guide new development, and strengthen infrastructure planning. This effort requires a multidisciplinary team that understands your existing plans and can develop detailed plans that meet environmental requirements. Like you, Bolton & Menk, Inc. takes great pride in developing plans that are safe, sustainable, and implementable. We understand what needs to be accomplished to successfully update your comprehensive plan.

WE KNOW BRAINERD — From our Baxter location, Bolton & Menk has delivered multiple successful projects for the City of Brainerd and Brainerd Public Utilities. Most recently, we worked on the wastewater facility plan that included a review and update of the city's population, household, and job forecasts. This background and knowledge of the community will give us a jump-start and allow us to focus on the infrastructure components of the plan update. In 2023, we assisted the city when the eroding Mississippi River threatened nearby roads and utilities' structural stability. Our environmental staff also worked on the city's wellhead protection plan.

AN INTERDISCIPLINARY TEAM FOR YOUR SPECIFIC GOALS — One of Brainerd's key goals is to increase the EAW threshold for new housing developments. Bolton & Menk's interdisciplinary team knows land use, environmental regulations, and development. Our team is ready to assist you in reviewing comprehensive plan changes and the city's compliance with state environmental assessment laws. Our local engineers are familiar with the city's infrastructure, and our land use team works with residential developers to design new mixed housing neighborhoods.

IMPLEMENTABLE SOLUTIONS — Bolton & Menk delivers implementable plans and projects bridging the gap between vision and construction. We are community planners that are experienced with developing comprehensive plans as well as implementing plans through zoning code updates and daily planning services, so we know what makes an effective plan. We offer a spectrum of support services ensuring the concepts from your comprehensive plan become reality. Our funding group tracks federal and state grant programs and assists clients in applying for the funds. We communicate with project staff and stakeholders throughout the process to ensure that the updated plan is supported.

In continued service to the City of Brainerd, we are excited at the opportunity to complete your comprehensive plan update. I will serve as your lead client contact and project manager. Please contact me at 320-402-0854 or Robin.Caufman@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Robin Caufman
Project Manager

The stated prices and terms of this proposal are valid until **May 29, 2026**, and for the duration of any contract resulting therefrom.

TABLE OF CONTENTS

FIRM PROFILE 2

IDENTIFICATION AND QUALIFICATIONS OF ASSIGNED PERSONNEL 3

SELECTED COMPREHENSIVE PLAN UPDATE EXPERIENCE 11

DETAILED APPROACH TO THE SCOPE OF SERVICES 14

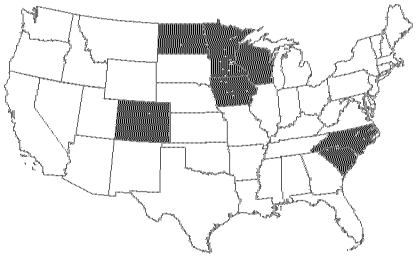
BASIS FOR COMPENSATION 19

LIST OF REFERENCES 20

CONFLICT OF INTEREST STATEMENT 20

DISCLOSURES AND ASSURANCES 20

FIRM PROFILE



We believe all people should live in safe, sustainable, and beautiful communities; and we take pride in our ability to make that happen.

Our commitment to communities began in 1949, serving the needs of municipal clients. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk, Inc. has more than 1,000 multiregional employees including professional staff of more than 400 engineers, planners, landscape architects, and surveyors.

Our dedication to our clients shines through in the work we provide. We are committed to cultivating and delivering exceptional plans and infrastructure solutions.

Solutions Provided

- Community & Area Planning
- Environmental Planning & Permitting
- Civil/Municipal Planning & Engineering
- Water & Wastewater Engineering
- Transportation Planning & Engineering
- Engagement Services
- Structural Services
- Architectural & Building Services
- Aviation Services
- Water Resources Engineering
- Urban Design & Landscape Architecture
- Construction Administration & Inspection
- Land Surveying
- Geographic Information Systems
- Project Funding
- Visual Communications

This project will be led by staff from our Baxter and St. Cloud locations. These two locations house the following individuals:

- Community/Area Planners: 3
- Civil Engineers: 8
- Engineering Technicians: 4
- Natural Resource Specialists: 2
- Survey Technicians: 2
- Construction Inspectors: 2
- Water/Wastewater Engineers: 2
- Corporate/Administrative: 3

IDENTIFICATION AND QUALIFICATIONS OF ASSIGNED PERSONNEL

As we considered Brainerd's needs for its comprehensive plan update, we put together an interdisciplinary team of community planners, transportation planners, utility and infrastructure engineers, and environmental experts. Our project manager, Robin Caufman, will be supported by key individuals and support staff. We can draw upon more than 1,000 team members throughout our firm, as needed, to meet your needs.

The organizational chart below illustrates key personnel associated with individual tasks. One-page resumes detailing each team member's credentials and key project experience have been included in the following pages. We are happy to provide full resumes upon request.

ROBIN CAUFMAN

COMMUNITY PLANNING PROJECT MANAGER | ASSOCIATE

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EDUCATION

Bachelor of Science - Natural Science
University of Minnesota - Twin Cities

Master of Urban and Regional Planning - Urban and Regional Planning
University of Minnesota - Twin Cities

AWARDS

2024 St. Cloud Chamber of Commerce Leadership Program Graduate

2024 Resilience and Sustainability Award (awarded for the St. Cloud Historic Preservation Guidelines) - MnAPA

2023 Program Extraordinaire - University of Minnesota Alumni Association

2010 Business Advocate of the Year - Midway Chamber of Commerce

2009 Rosa Parks Diversity Leadership Award - WTS Minnesota Chapter

SUMMARY

Since beginning her career in 1994, Robin has filled multiple roles on regional infrastructure plans and projects, including transportation corridors, wastewater plans, environmental studies, and streetscape designs. As a community planning project manager, her primary areas of expertise include community engagement, comprehensive planning, and land use analysis. Prior to joining Bolton & Menk, Robin spent 21 years between Metropolitan Council and Metro Transit where she was responsible for working with local governments and communities on comprehensive planning, regional infrastructure planning, and engineering and construction of large transit projects. Robin uses her expertise in listening to project partners and community stakeholders and communicating technical information to ensure that there is clear understanding by all parties of project needs, purpose, benefits, and impacts.

EXPERIENCE

Comprehensive Plan Update, Crow Wing County, Minnesota

Due to steady growth and economic challenges in the area, Crow Wing County looked to update their comprehensive plan to reflect more contemporary practices and address current trends for decision making. With Bolton & Menk's leadership and guidance, the updated comprehensive plan supplied Crow Wing County with clear direction for making land use and growth decisions, subdivision regulations and related development practices, and improving quality of life for all residents. Robin led all public engagement tasks, and she provided planning and agency involvement support.

Comprehensive Plan and Zoning Code Update, City of St. Augusta, Minnesota

St. Augusta's comprehensive plan and zoning code had not been fully updated since 2002 and needed a refresh. The city wanted a more usable plan that supported future growth while respecting the city's rural character. Bolton & Menk led the update process for the City of St. Augusta. Through monthly meetings with the city council and planning commission, our team of planners structured land use categories to preserve the land along corridors to allow for future water system tie-ins while expanding commercial uses in areas where the city expected growth. St. Augusta's city council unanimously passed the updated comprehensive plan and zoning code in November 2024. Robin was project manager for the update.

Wastewater Treatment Facility, Brainerd Public Utilities, Minnesota

Brainerd Public Utilities partnered with Bolton & Menk to develop a long-range facility plan addressing wastewater treatment needs and infrastructure improvements through 2050. The plan focuses on meeting evolving regulations, nutrient reduction, and sustainability goals by evaluating technologies for phosphorus, nitrogen, and PFAS removal, as well as biosolids management. Robin reviewed existing conditions and land use plans for the Cities of Baxter and Brainerd to ensure that the long-range facility plan would meet future growth needs.

BRYAN DROWN, PE

MUNICIPAL PROJECT MANAGER | ASSOCIATE

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EDUCATION
Bachelor of Science - Civil Engineering
University of North Dakota - Grand Forks

REGISTRATION
- Professional Engineer, MN

CERTIFICATIONS
Minnesota Department of Transportation
- Aggregate Production Tester

University of Minnesota
- Design of Construction SWPPP

SUMMARY

Bryan is motivated by the company-wide expertise at Bolton & Menk and enjoys working as a team to meet client needs. He is a municipal project manager who has been in the civil engineering industry since 1998. He is experienced in highway and street design, municipal utility design, site design, stormwater management, and residential and commercial development. His background includes preparing preliminary and final construction documents, project specifications, administering the Statute 429 process, and contract administration.

EXPERIENCE

SW 4th Street Stormwater Outfall, City of Brainerd, Minnesota

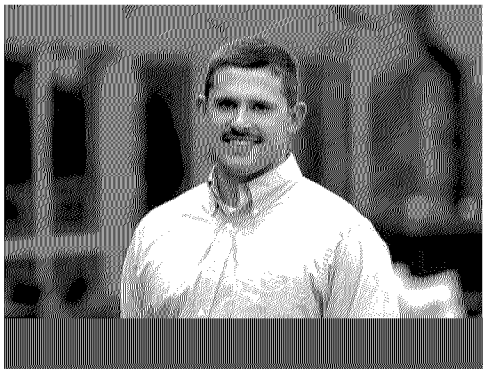
The City of Brainerd had a stormwater outfall to the Mississippi River that began to erode during the summer of 2023. After several rain events, a large amount of sediment washed into the Mississippi River, threatening the structural stability of the road and utilities under the road. Bolton & Menk assembled a restoration plan to stabilize the riverbank and reconstruct the stormwater outfall. On a very quick timeline, Bolton & Menk completed all necessary permitting and completed a final design that was constructable and cost-effective. Bryan managed the design and construction of the project.

2025 South Brainerd Resurfacing Project, City of Brainerd, MN

The streets within Brainerd's Buffalo Hills neighborhood had reached their useful life and needed resurfacing. Bolton & Menk worked with the City of Brainerd to provide design and construction services. Bryan served as project manager and led the preparation and presentation of the Chapter 429 Special Assessment Process.

Additional and Current Work with the City of Brainerd and Brainerd Public Utilities

Bryan is currently working with the City of Brainerd as the project manager on the 2026 Southeast Brainerd Reconstruction Project, and with Brainerd Public Utilities as the project manager for two 2026 Lead Service Line Replacement projects.



MAC GRAUPMAN, PE

WATER/WASTEWATER PROJECT ENGINEER

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EDUCATION

Bachelor of Science - Civil Engineering
North Dakota State University

Master of Science - Civil Engineering
North Dakota State University

REGISTRATION

- Professional Engineer, MN

CERTIFICATIONS

Association for Materials Protection and Performance
- Basic Coatings Inspector

SUMMARY

Mac is a water/wastewater project engineer who started his career full time with Bolton & Menk in 2023 following a five-year internship. He has extensive experience with design and plan development for water and wastewater projects, ranging from facility planning to developing plans and specifications to construction management and observation. Additionally, Mac has obtained his Basic Coatings Inspector Certification from the Association for Materials Protection and Performance (AMPP) and has performed inspections on numerous projects including water towers, water treatment filters, and various wastewater components.

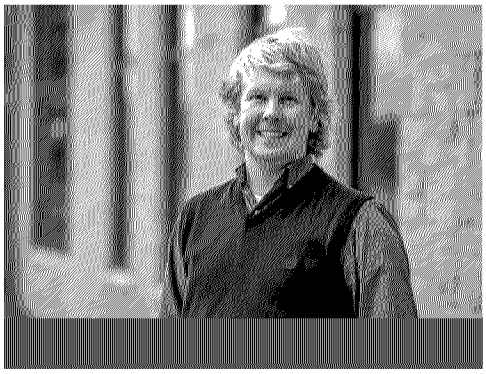
EXPERIENCE

Water Treatment Plant Filter Backwash Reclamation System, Brainerd Public Utilities, Minnesota

Brainerd Public Utilities hired Bolton & Menk to develop and construct a new backwash reclamation system for the existing water treatment facility. Mac is the lead design engineer and has been leading the design team to deliver a project that meets utility objectives and budgets. Mac's efforts have led to an innovative solution to sustainability and integrating a new process into an existing water treatment facility.

Wastewater Treatment Facility, Brainerd Public Utilities, Minnesota

Brainerd Public Utilities partnered with Bolton & Menk to develop a long-range facility plan addressing wastewater treatment needs and infrastructure improvements through 2050. The plan focuses on meeting evolving regulations, nutrient reduction, and sustainability goals by evaluating technologies for phosphorus, nitrogen, and PFAS removal, as well as biosolids management. These efforts ensure compliance and protect water quality for downstream communities. Mac served as a design engineer.



MORGAN SALO, PE

WATER/WASTEWATER PROJECT MANAGER | PRINCIPAL

BOLTON & MENK
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EDUCATION

Bachelor of Science - Civil and Environmental Engineering
South Dakota State University

Master of Science - Civil and Environmental Engineering
South Dakota State University

REGISTRATION

- Professional Engineer, MN

SUMMARY

Morgan is a water/wastewater project manager who began his career in 2015. He is responsible for design and construction management of municipal water and wastewater treatment facilities. His responsibilities include designing innovative water and wastewater treatment infrastructure, evaluating biosolids dewatering options, conducting pilot studies, facility planning, evaluating new treatment technologies, and creating standard operation procedures and operations and maintenance manuals. Morgan enjoys working on all types of projects and providing his expertise and the best service possible to each client and project.

EXPERIENCE

Wastewater Treatment Facility, Brainerd Public Utilities, Minnesota

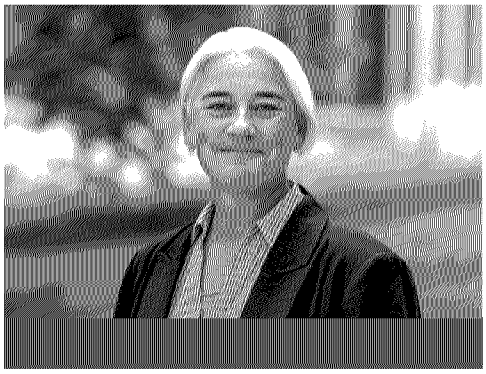
Brainerd Public Utilities partnered with Bolton & Menk to develop a long-range facility plan addressing wastewater treatment needs and infrastructure improvements through 2050. The plan focuses on meeting evolving regulations, nutrient reduction, and sustainability goals by evaluating technologies for phosphorus, nitrogen, and PFAS removal, as well as biosolids management. These efforts ensure compliance and protect water quality for downstream communities. Morgan served as project manager.

Water System Improvements, City of Le Sueur, Minnesota

The City of Le Sueur needed to complete improvements to their water system infrastructure, including replacement of a water tower and adding a new well to increase water supply. Morgan was the project manager and designer of these important city projects. He led a successful design team from concept to construction. Morgan worked directly with the city to help standardize components to create efficiency for future projects on the water infrastructure.

Wastewater Treatment Improvements, City of Albert Lea, Minnesota

The City of Albert Lea hired Bolton & Menk to complete their wastewater facility plan to evaluate long-term wastewater treatment needs for the community and industrial users. The facility plan provided a detailed evaluation of community growth, 20-year flow and loading projections, an asset criticality condition assessment, permitting, and detailed analysis of treatment alternatives. Morgan worked as the primary design engineer for the project. He worked closely with city staff to plan and develop the innovative wastewater improvements required by the city, to ensure the city can continue to grow and provide sustainable solutions for their wastewater treatment.



ANGIE SMITH

BOLTON & MENK
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ENVIRONMENTAL PLANNING DIVISION LEADER | SENIOR ASSOCIATE

EDUCATION
Bachelor of Science - Zoology
North Carolina State University

Master of Science - Environmental Science
Indiana University

NOTABLE ACCOMPLISHMENTS
Minnesota Environmental Quality Board - Public Member in Congressional District 5. (December 2024 to December 2029)

SUMMARY

A strong advocate for sustainable natural resources protection and restoration, Angie is the environmental planning division leader at Bolton & Menk who began her career in 1996. She leads the environmental planning work group and oversees the cultural resources and natural resources teams. Angie facilitates environmental coordination efforts before, during, and after projects commence and advances environmental planning initiatives across the organization. She strives to ensure our actions today set up future generations' success.

EXPERIENCE

Wellhead Protection Plan, Brainerd Public Utilities, Minnesota
Bolton & Menk successfully completed the Part 2 Wellhead Protection Plan (WHPP) for Brainerd Public Utilities. The project addressed a highly vulnerable Drinking Water Supply Management Area (DWSMA) and included evaluation of a surface water contribution area—both requiring detailed analysis and customized management strategies. In close collaboration with the Minnesota Rural Water Association (MRWA) and the Minnesota Department of Health (MDH), Angie and her team conducted a thorough contaminant source inventory and developed practical, community-supported protection measures.

Northwest Area Alternative Urban Areawide Review, City of Empire, Minnesota
Empire initiated an Alternative Urban Areawide Review (AUAR) to evaluate future development across approximately 3,500 acres in the northwest area of the city. The AUAR assessed multiple long-term development scenarios, ranging from residential and commercial growth to supporting infrastructure, to help the city proactively understand potential environmental impacts and guide orderly, sustainable development over the next few decades. Angie led the environmental review team, managing the project's schedule and budget while coordinating interdisciplinary technical teams to complete resource evaluations and prepare the AUAR documentation. Her leadership ensured a clear, comprehensive review that positions Empire to make informed planning decisions for this large, high-growth area.

TH 10 Environmental Assessment Reevaluation, Anoka County, Minnesota
Anoka County needed assistance completing the environmental review process for updates to the TH 10 corridor between Sunfish Lake Boulevard and Ramsey Boulevard. Even though the previous design was approved, the new and improved design required an Environmental Assessment Reevaluation to assess the new design features. Angie helped coordinate multiple aspects of this EA reevaluation, with the noise assessment being a primary component and the critical path for the environmental review process. She led the noise analysis coordination, including oversight of subconsultants for noise modeling and coordination of the noise barrier voting process. She worked closely with the project team and MnDOT staff to achieve project milestones. Due to Angie's efforts, the EA Reevaluation was able to stay within its required timeline keeping the project on schedule to achieve the county's corridor vision.

JAKE BONGARD, PE, PTOE

TRANSPORTATION GROUP LEADER | PRINCIPAL

BOLTON & MENK
Real People. Real Solutions.

EDUCATION
Bachelor of Science - Civil Engineering
University of North Dakota - Grand Forks

REGISTRATION
- Professional Engineer, MN

CERTIFICATIONS
Transportation Professional Certification Board
- Professional Traffic Operations Engineer - PTOE

SUMMARY

As a transportation group leader who began his career in 2009, Jake works on a variety of projects ranging from high-level planning studies to in-depth final design projects. He uses the knowledge and experience obtained through his education and professional practice to identify the needs of a project, work toward a solution, and communicate results to those in and outside the field of engineering. Jake loves to solve challenging problems and enjoys seeing the impact our work can have on improving the way people safely and efficiently get from one place to another.

EXPERIENCE

NW 4th Street Improvements (Study and Design), City of Brainerd, Minnesota
Brainerd needed to address traffic issues on NW 4th Street/CSAH 20. Bolton & Menk completed an initial corridor study, followed by design and construction of the Local Road Improvement Program (LRIP) funded improvements, which featured the installation of a roundabout and traffic signal upgrades to provide better intersection operation. Through timely communication, we were able to collaborate with the city and county to develop the $1.25 million improvements, as well as assist the city with the acquisition of right-of-way needed from adjoining parcels. Jake served as the project's lead transportation engineer.

CSAH 3/66 Improvements Project in Crosslake, Crow Wing County, Minnesota
Crow Wing County and the City of Crosslake retained Bolton & Menk to address existing pedestrian safety and intersection issues at the intersection of CSAH 3 and 66 in Crosslake. In anticipation of the opening of the National Loon Center on the USACE property in 2024, the county and city obtained federal funding to make pedestrian improvements and improve the intersection to meet current and anticipated traffic volumes. Jake served as lead traffic engineer and helped to identify roundabout geometry that fit within sensitive areas and provided the needed safety and capacity.

TH 210 Baxter Access Study, MnDOT District 3
Bolton & Menk led a comprehensive corridor study with MnDOT, Crow Wing County, and the City of Baxter to identify corridor improvements to be implemented over the next 20 years along the TH 210 corridor in the City of Baxter. Recommendations from the study were established with full support from all participating agencies, including side-street stop control, an unsignalized Green T, reduced conflict intersection, and traffic signals at seven intersections. Jake served as project manager.

TH 23/65 Corridor Study in Mora, MnDOT District 3
Jake served as the project manager for a comprehensive corridor study with MnDOT, City of Mora, Kanabec County, and the East Central Region Development Commission to identify both near-term and long-term improvements to be implemented over the next 20 years.

SARAH SWEDBURG, AICP

PLANNER II

BOLTON & MENK
Real People. Real Solutions.

EDUCATION
Bachelor of Science - Geography
Bemidji State University

CERTIFICATIONS
American Institute of Certified Planners
- Certified Planner - AICP

Bolton & Menk Authorized Trainer
- Low Salt Design Strategies - LSiD™

SUMMARY

Sarah is a planner at Bolton & Menk who began her career in 2017. She is responsible for short- and long-term planning needs for our clients, including land use applications, rezonings, conditional use permits, corridor studies, and comprehensive plan development. Sarah's area of expertise lies in rural planning and community development. She is passionate about helping communities navigate the world of planning and enjoys seeing the positive impact from inclusive engagement and infrastructure design.

EXPERIENCE

Kindred Comprehensive and Transportation Plan, Fargo-Moorhead Metropolitan Council of Governments

Due to its growing population of young families, the City of Kindred was looking to develop a roadmap and vision for the next 25 years to adapt to its changing dynamics. Bolton & Menk led the effort to create the city's comprehensive and transportation plan. With Sarah as project manager, our team crafted a custom vision and guide for future growth that balances stakeholders' interests. Robust and unique community engagement activities were conducted to ensure the public's desires were captured in the plan. The established vision is to foster a kind, vibrant, and thriving community that leverages a strong sense of unity while enhancing local amenities, infrastructure, and economic opportunities for all. This project was completed in June 2025.

Countywide Housing Study, Redwood County, Minnesota

Redwood County initiated a Countywide Comprehensive Housing Study after identifying housing as the EDA's top priority for their community in 2023. Bolton & Menk worked with county staff and a committee of local stakeholders to gather input, analyze the qualitative and quantitative data, and identify specific strategies to develop the appropriate housing types in the optimum locations throughout the county. Bolton & Menk delivered actionable recommendations to support the county's progress in addressing this key strategic priority to help their community continue to grow and thrive. Sarah supported public engagement and planning for this study.

Comprehensive Land Use Plan Update, Le Sueur County, Minnesota

Bolton & Menk is collaborating with Le Sueur County to update its Comprehensive Land Use Plan and zoning code to better guide the county's growth while balancing urban development with rural character and agriculture. The goal is to create a plan that honors the county's historical past and resources while implementing forward-looking strategies to grow its tax base. Extensive stakeholder engagement, including a steering committee and focus groups with businesses, landowners, and developers, is being conducted to ensure the plan and zoning regulations are aligned and cohesive. Sarah is leading the planning efforts.

SELECTED COMPREHENSIVE PLAN UPDATE EXPERIENCE

Bolton & Menk's success serving clients like Brainerd is grounded in creativity, sound planning, customer service, and effective relationships. In addition to our planning expertise, we're committed to you. We excel in our ability to listen to and understand our clients' unique needs. We also recognize that Brainerd residents and business owners will be our clients, too, and effective communication with them is critical to planning success.

A listing of previous comprehensive plan updates we have completed is on the following pages.

COMPREHENSIVE PLAN UPDATE

Crow Wing County, Minnesota

Due to steady growth and economic challenges in the area, Crow Wing County wanted to update its comprehensive plan to reflect more contemporary practices and address current trends in decision-making. Last modified in 2003, the original comprehensive plan was outdated and lacked land use and infrastructure guidance.

Bolton & Menk partnered with the county to address stakeholder concerns and ensure that the updated plan reflects Crow Wing County's vision to protect natural resources, diversified housing options, and economic development calibrated to the desired degree of growth. We used a multidisciplinary, community-centric approach, including recommendations for county ordinances and funding resource changes. Robust old school and high-tech public engagement efforts were used to gather input from community members and gain insight into their visions and goals for the county.

The updated comprehensive plan, approved in the fall of 2024, provides Crow Wing County with clear direction for making land use and growth decisions, subdivision regulations and related development practices, and improving quality of life for all residents.

Link to Plan: https://bit.ly/466V6cm

Contact: Chris Pence, Environmental Services Manager
218-824-1124 | Chris.Pence@crowwing.us

Transportation

Goal 1: Maintain a safe, cost-effective, and efficient transportation system.				
Policy	**County Lead**	**Other Partners**	**Resources**	**Priority**
Ensure all land use and related decisions are balanced with local efforts to implement the County Roadway Safety Plan and Highway Improvement Plan (HIP).	Highway Department	MnDOT, City and townships,	Staff Time	Short-term
Align local and state highway system planning with goals for highway-adjacent land uses.	Highway Department – Transportation Planner	County Board / Administration, Land Service	Staff Time	Short-term
Work with partners to identify and coordinate transportation system improvements to accommodate growth and development.	Highway Department	MNDOT, BLADEC, County Board / Administrator, Cities, Townships	Interagency Cooperation, Grants, Staff Time	Short-term
Plan, build, and maintain roadways to accommodate existing and future traffic growth.	Highway Department	MNDOT, County Board / Administrator, Cities,	LRTP Interagency Cooperation, Grants, Staff Time	Short-term
Support area airports responsibly and sustainably to enhance the capacity of passenger and freight movement options	County Administrator	FAA, USDOT, MNDOT, FRA	Interagency Cooperation, Grants, Staff Time	Mid-term

COMPREHENSIVE PLAN UPDATE

City of Ely, Iowa

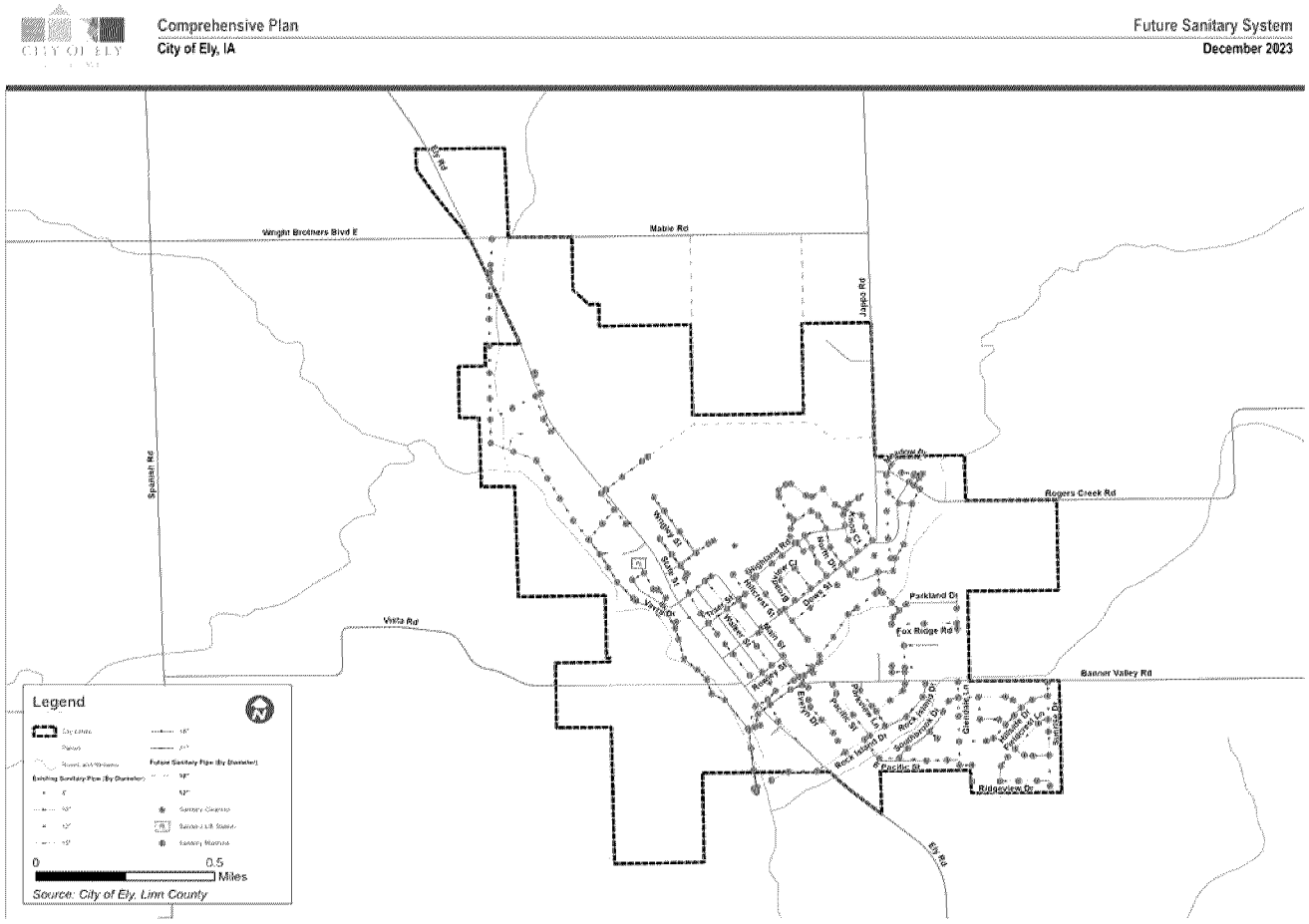
Having made significant investments into new infrastructure and developments, the City of Ely has continued to experience pronounced growth and development pressures. With their comprehensive plan last updated in 2015, the city was looking to formulate a new plan to guide growth, land use decisions, and future investments for the community.

The city partnered with Bolton & Menk to prepare an updated comprehensive plan that reflects their continued growth and plans for orderly construction and extension of infrastructure. Our team engaged the community using online and in-person surveys and created a steering committee made up of community leaders to ensure resident and stakeholder needs were reflected throughout the process. Public input provided a vision that plans for the development community members want while preserving their small town feel and protecting their natural resources. Bolton & Menk worked closely with the city's transportation planning and civil engineering teams to identify their infrastructure needs along with locations for future roads, sanitary sewer, and water supply facilities.

Our team developed an updated comprehensive plan that analyzes existing and future conditions of the community, identifies prioritized areas for growth, and streamlines practical and implementable strategies to guide the development of Ely.

Link to Plan: https://bit.ly/3LU5LOY

Contact: Eldy Miller, City Administrator
319-350-9231 | cityadmin@elyiowa.com



KINDRED COMPREHENSIVE AND TRANSPORTATION PLAN

Fargo-Moorhead Metropolitan Council of Governments

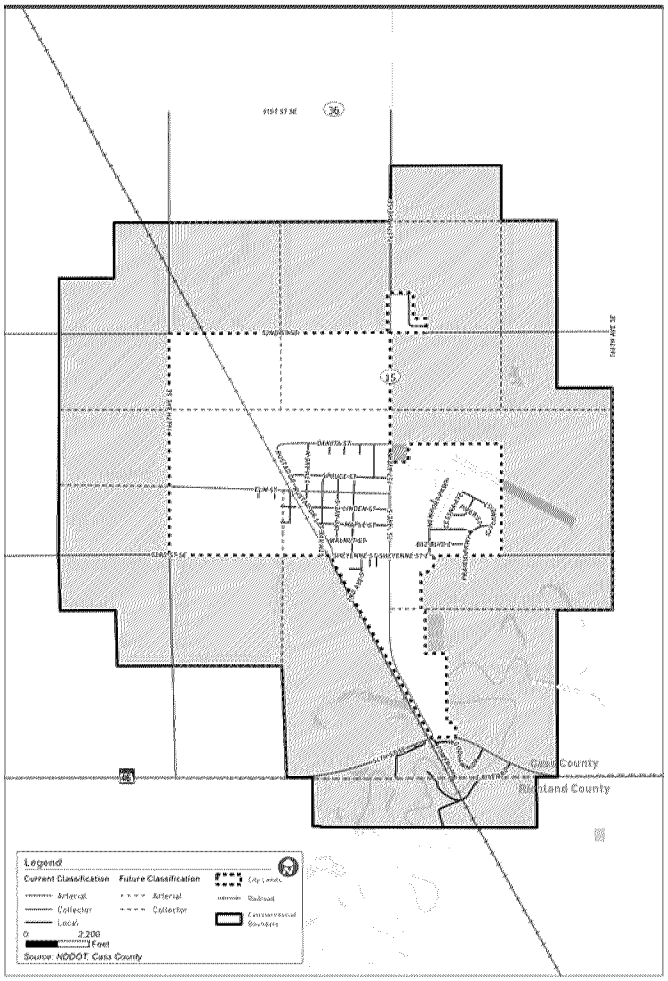
Kindred is a small community, conveniently located 20 minutes south of the Fargo-Moorhead metropolitan area. Due to its growing population of young families, the city was looking to develop a roadmap and vision for the next 25 years to adapt to its changing dynamics. The goal was to integrate modernized land use and transportation into the vision without losing Kindred's small-town charm.

Bolton & Menk led the effort to create the city's comprehensive and transportation plan. Our team crafted a custom vision and guide for future growth that balances stakeholders' interests. Robust and unique community engagement activities were conducted to ensure the public's desires were captured in the plan.

Through this work, the City of Kindred gathered many different voices that shaped their collective future. The established vision is to foster a kind, vibrant, and thriving community that leverages a strong sense of unity while enhancing local amenities, infrastructure, and economic opportunities for all. The plan provides goals, policies, and maps to guide their future growth. Bolton & Menk completed this project in June 2025.

Link to Plan: https://bit.ly/3LFtapf

Contact: Tabitha Arnaud, City Administrator
701-428-3115 | cityofkindred@msn.com



DETAILED APPROACH TO THE SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Brainerd last updated its Comprehensive Plan, *Imagine Brainerd 2035*, in 2021. The city's vision statement and guiding principles still apply, and the land use map still reflects the city's growth and development plans. However, the city desires to provide a higher level of detail in the infrastructure sections and develop an implementation plan and tools.

In 2025, the Voyageur Heights Apartments project was proposed with 190 new multifamily housing units on 49 acres. While it was consistent with the city's land use plan, the number of units triggered the need for an Environmental Assessment Worksheet.

Protecting the area's natural resources is a key goal of the city as well as supporting sustainable development. Therefore, the city is updating sections of its *Imagine Brainerd 2035* Comprehensive Plan to provide the necessary level of detail and complete environmental analysis. By doing so, the city can reduce the cost of development while also protecting the environment.

ASSUMPTIONS

Based on our understanding of the project and city's needs, we are making the following assumptions in the development of our project approach and cost estimate.

- The city will provide a native file of the existing plan
- We are not reformatting or making substantive structural changes to the current comprehensive plan
- The city will complete any GIS tasks and create any maps needed for the updated comprehensive plan
- Workshops with the city council and/or planning commission will be in person
- Staff check-ins will be conducted virtually

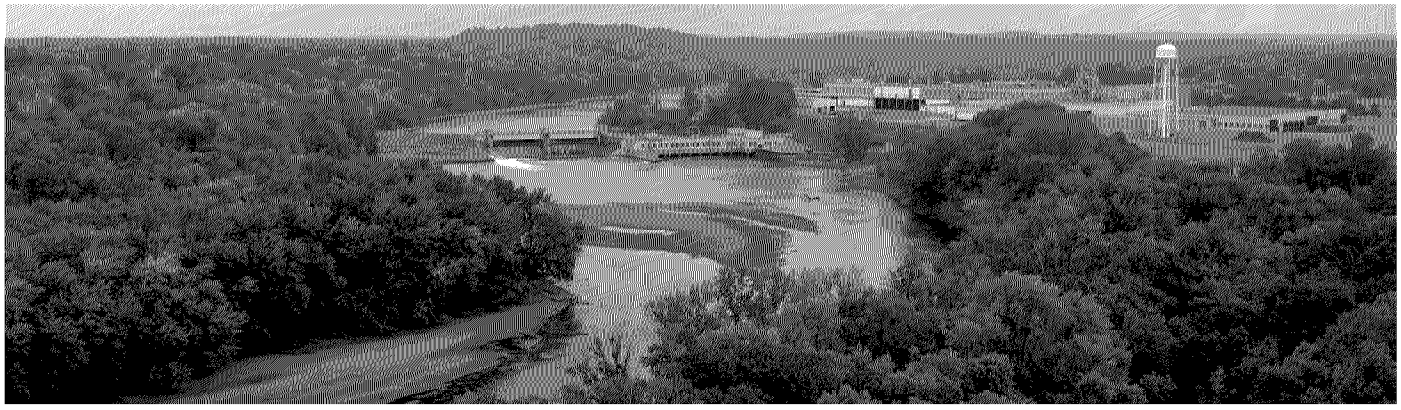
VISION STATEMENT

We seek to provide high-quality, year-round recreation, a strong workforce, and a variety of life experiences that support a welcoming place to live, work, play, stay, and learn for all.

GUIDING PRINCIPLES

- Continue enhancing Brainerd's neighborhoods in ways that encourage safety and a sense of community
- Champion the range of employment opportunities available in the Brainerd Lakes Area (BLA)
- Promote the development and redevelopment of housing for a range of densities, types, and price points
- Highlight, maintain, and enhance the recreational assets and opportunities located within Brainerd
- Celebrate the unique qualities, attributes, and identities of Brainerd's neighborhoods
- Expand and enhance high quality rental property opportunities in Brainerd by continuing to encourage best practices and accountability
- Be active in a vibrant downtown, support existing business, new business development, housing, and cultural events all tied to Brainerd's historic character
- Maintain and enhance infrastructure, and recreational assets by considering both form and function

Source: Imagine Brainerd 2035



PROJECT APPROACH

TASK 1: PROJECT MANAGEMENT

Efficient coordination and effective communication with city staff are critical components of project management. Robin Caufman, planning project manager, will ensure the plan update is completed in a timely manner and to the city's satisfaction. We propose holding an in-person kickoff meeting in February to review the scope of work and the current goals and objectives. This initial meeting will help us understand the interests of the city's leaders and make sure we are heading in the right direction as we start to update the plan.

We recommend holding a monthly 30-minute virtual check-in to coordinate tasks, provide project updates, review drafts, and confirm next steps. We will also be available for calls or Teams meetings in between to make sure we discuss any issues or complete reviews in a timely manner to keep the project on schedule. We will stay in regular communication via email.

Task 1 Deliverables: *Meeting agendas and project updates*

TASK 2: COMMUNICATION AND ENGAGEMENT

TASK 2.1: STAKEHOLDER WORKSHOPS

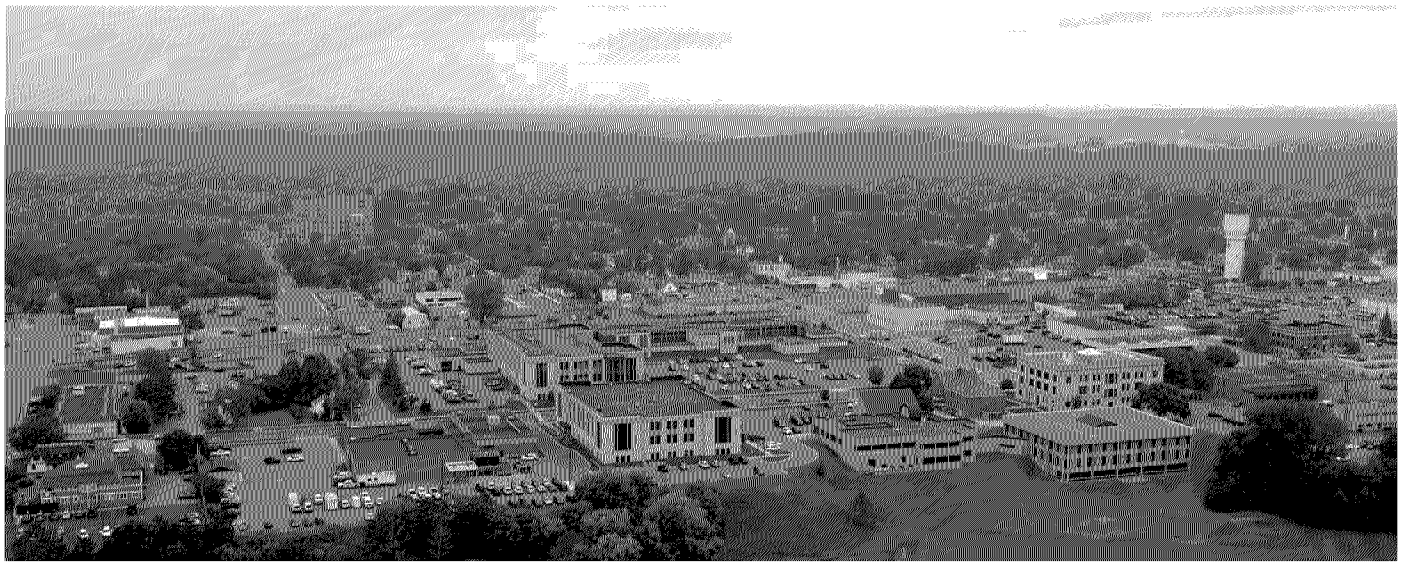
Public and stakeholder engagement is key to any successful planning process. We propose initiating the planning process with an in-person kickoff meeting with the city council and planning commission to identify issues, opportunities, and priorities. We propose a second joint meeting to review draft updates for feedback.

TASK 2.2: PUBLIC ENGAGEMENT AND COMMUNICATION

The city is not anticipating changes to the vision, guiding principles, goals, or land uses. Rather, the focus will be on the technical details of the infrastructure and implementation chapters. Therefore, significant public engagement is not needed. However, it will be important to inform the community of the update and provide an opportunity to review and comment on the plan. We propose the following communication strategies and a public meeting prior to the plan's approval:

- Two articles about the project included in local e-newsletters or newspapers
- Two social media posts
- Public open house prior to the public hearing to allow people to review the draft plan and provide comments

Task 2 Deliverables: *Two articles and social posts, meeting materials, public hearing notice*



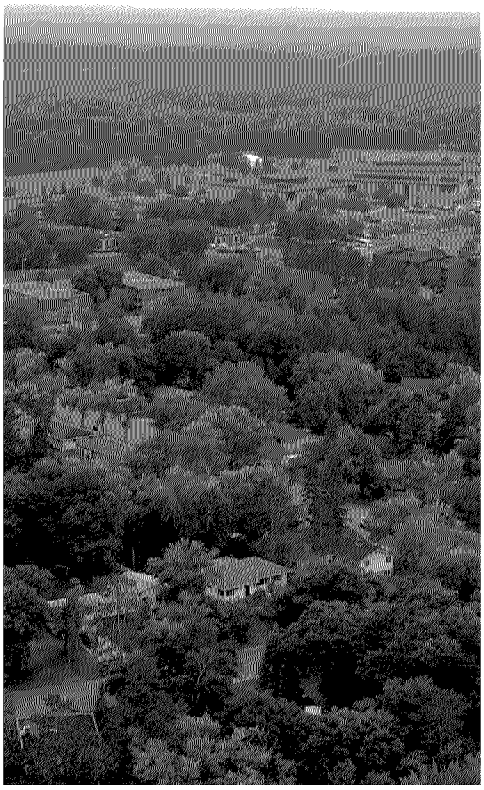
TASK 3: DIAGNOSIS

We will review the city's current comprehensive plan against the standards identified in Minnesota Rules 4410.4300 Subp. 19, shown in the callout box below, to identify deficiencies in the current plan to meet these requirements. We will also review other plans related to transportation, water supply, wastewater collection, and treatment, to ensure the requirements are met. Bolton & Menk is the ideal consultant firm to conduct this work because we are already working closely with the city on related infrastructure plans, including:

- Wastewater Treatment Facility Plan
- Water Treatment Plan Copper Corrosion Study
- Water Treatment Plant Disinfection Improvements
- Water Treatment Plant Backwash/Reclamation Improvements
- Wastewater Treatment Biosolids Treatment Review
- Water Treatment System Improvements (WTP and new wells)

These plans will include much of the work needed to assess need, describe the existing system, identify needed improvements, and develop costs and schedule for implementation.

Task 3 Deliverables: *Memo identifying deficiencies in the existing comprehensive plan and list of information needed for the updates.*



Minnesota Rules 4410.4300 Subp. 19.
Residential development.

D. 250 unattached units or 375 attached units in a city within the seven-county Twin Cities metropolitan area that has adopted a comprehensive plan under Minnesota Statutes, section 473.859, or in a city not located within the seven-county Twin Cities metropolitan area that has filed with the EQB chair a certification that it has adopted a comprehensive plan containing the following elements:

(1) a land use plan designating the existing and proposed location, intensity, and extent of use of land and water for residential, industrial, agricultural, and other public and private purposes;

(2) a transportation plan describing, designating, and scheduling the location, extent, function, and capacity of existing and proposed local public and private transportation facilities and services;

(3) a sewage collection system policy plan describing, designating, and scheduling the areas to be served by the public system, the existing and planned capacities of the public system, and the standards and conditions under which the installation of private sewage treatment systems will be permitted;

(4) a capital improvements plan for public facilities; and

(5) an implementation plan describing public programs, fiscal devices, and other actions to be undertaken to implement the comprehensive plan, and a description of official controls addressing the matters of zoning, subdivision, private sewage systems, and a schedule for the implementation of those controls. The EQB chair may specify the form to be used for making a certification under this item.

TASK 4: COMPREHENSIVE PLAN UPDATE

Much of the time will be spent on updating the existing comprehensive plan and pulling in information from other planning documents and studies. As noted above, the city's current vision has not changed. However, the city wants to review and update the plan to eliminate hurdles to much needed residential development and develop a detailed implementation plan.

TASK 4.1: UPDATE EXISTING CONDITIONS

Since the comprehensive plan was last updated in 2021, the city has been working on many of its infrastructure plans. As part of the wastewater treatment facility plan, Bolton & Menk conducted an existing conditions analysis and updated the city's population, households, housing units, and job forecasts. We will use the data and analysis we have already completed to update the existing conditions. Having this information and what it means already completed will ensure that the infrastructure plans are internally consistent with the comprehensive plan. It also means that we have a jump start on the comprehensive planning process because much of the existing conditions have already been drafted as part of another process.

TASK 4.2: UPDATE MAPS

We do not anticipate significant changes to the future land use map; however, we will need to update maps showing proposed locations of future roads, wastewater, and water supply lines. We will work with the city's GIS staff to update maps, including:

1. Existing zoning
2. Future land use
3. Shoreland and floodplains
4. Transportation maps showing existing roads including ownership, function, and capacity
5. Road network
6. Water system maps showing existing system and capacity
7. Wastewater system including type and capacity

TASK 4.3: UPDATE MOBILTY AND INFRASTRUCTURE CHAPTERS

The next step in the process will be to review and add details to the Mobility and Infrastructure chapters to address the requirements of Minn. Rules 4410.4300 related to transportation and wastewater.

TASK 4.4: UPDATE DETAILED IMPLEMENTATION PLAN

Bolton & Menk specializes in developing plans that are implementable. We not only prepare plans, but we have experience implementing plans and providing daily planning services to our clients. We will develop an implementation plan that meets the requirements of 4410.4300 Subp. 9D, prioritizes strategies, and identifies resources. We will also draw from your existing infrastructure plans to create a high-level Capital Improvement Plan that prioritizes projects and includes the associated cost ranges. This will give the city one document that includes planned improvements for the transportation, water supply, and wastewater system in one place.

Task 4 Deliverables: *Draft comprehensive plan chapter updates and detailed implementation plan.*

TASK 5: PLAN FINALIZATION AND APPROVAL

Once the chapters have been reviewed and updated, we will support the city in finalizing the plan and holding an open house and public hearing. We will prepare the public hearing notice and a resolution for city council approval.

Task 5 Deliverables: *Final comprehensive plan update; public hearing notice, resolution, and meeting materials for city council approval*

SCHEDULE

We have developed a schedule that outlines the five work tasks and multiple subtasks, the sequence of work, and projected completion dates. This schedule is based on our review of the project background, scope of services included in the Request for Proposals, our knowledge of the city, and our experience on other similar projects. Upon selection, Bolton & Menk will work with city staff and other project partners to refine this schedule as needed to ensure successful project delivery.

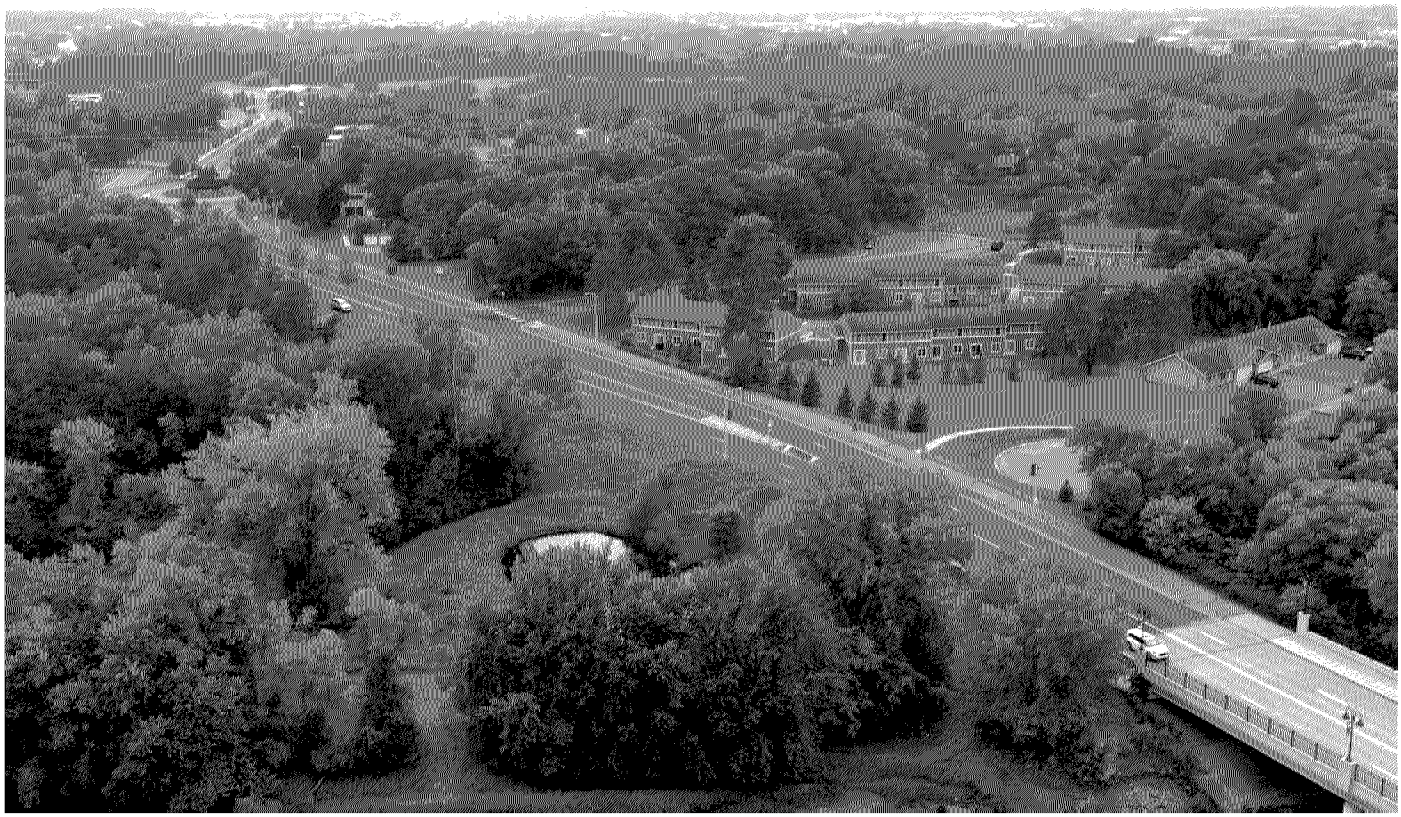
Event or Deliverable	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Task 1: Project Management										
Monthly Check-in Meetings										
Task 2: Engagement and Communication										
City Council Workshop		Kickoff								
Communication (2 articles)										
Open House and Public Hearing									PC	CC
Task 3: Diagnose Existing Plan										
Task 4: Update Plan										
Update Demographics, Pop, HH, and Jobs										
Land Use Analysis										
Transportation										
Infrastructure (Sewer, Water)										
CIP										
Implementation Plan										
Task 5: Solicit Feedback and Update Draft										
Make Edits (1 review and edit cycle)										
Finalize Plan, QA/QC										
Resolution, Notice and Approval										

BASIS FOR COMPENSATION

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Detailed Cost Estimate

Client: City of Brainerd Project: Comprehensive Plan Update		Bolton & Menk, Inc.										
Task No.	Work Task Description	Project Manager	Project Advisor	Infrastructure Lead	Water/ Wastewater Lead	Environmental Lead	Planning Support	Transportation Lead	Admin/Intern	Engineering Support	Total Hours	Total Cost
1.0	Project Management	11	1	1	1	1	1	1	0	0	17	$3,789
2.0	Stakeholder Engagement and Communication	17	0	0	0	0	0	0	2	0	19	$4,144
3.0	Diagnose Existing Plan	4	0	0	0	2	4	0	0	0	10	$2,032
4.0	Update Plan	11	0	6	6	2	20	2	8	30	85	$14,544
5.0	Finalize and Adopt	8	0	0	0	0	8	0	3	0	19	$3,484
	Total Hours	51	1	7	7	5	33	3	13	30	150	
	Average Hourly Rate	$232.00	$205.00	$195.00	$215.00	$220.00	$166.00	$236.00	$100.00	$150.00		
	Subtotal	$11,832	$205	$1,365	$1,505	$1,100	$5,478	$708	$1,300	$4,500		
	Total Fee											$27,993



LIST OF REFERENCES

Client satisfaction through quality deliverables, cost-effective rates, and timely project delivery are top priorities for Bolton & Menk. Please contact the following references to evaluate Bolton & Menk's performance on similar projects. Our clients tell us we are doing a great job, and they will tell you, too.

CROW WING COUNTY, MN

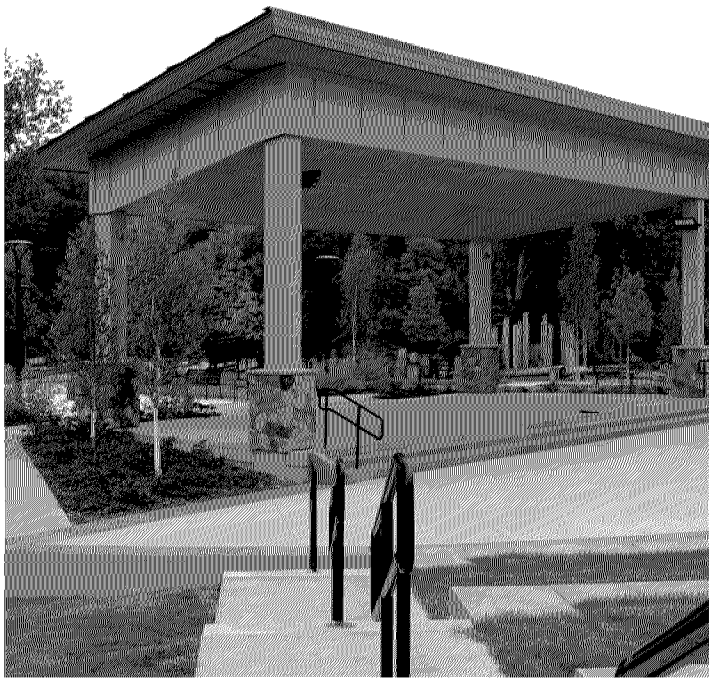
Chris Pence
Environmental Services Manager
218-824-1124
Chris.Pence@crowwing.us

CITY OF ELY, IA

Eldy Miller
City Administrator
319-350-9231
cityadmin@elyiowa.com

CITY OF KINDRED, ND

Tabitha Arnaud
City Auditor
701-428-3115
cityofkindred@msn.com



CONFLICT OF INTEREST STATEMENT

Our team recognizes the importance of our client relationships and is committed to working with all our clients to minimize actual or perceived conflicts. We do not believe an actual or perceived conflict of interest associated with this project exists at this time.

APPLICANT AUTHORITY

As one of Bolton & Menk's principal owners, I am fully authorized to negotiate binding commitments for the firm. I have reviewed the following proposal and cost proposal, and approve its submission to the City of Brainerd.

Morgan Salo, PE
Water/Wastewater Project Manager, Principal
Bolton & Menk, Inc.

INSURANCE COVERAGE

Bolton & Menk maintains professional liability insurance coverage, including errors and omissions, with an aggregate limit of $10 million. A Certificate of Liability Insurance certifying this coverage has been attached to the proposal.

CERTIFICATE OF LIABILITY INSURANCE

12/31/2026

DATE (MM/DD/YYYY): 1/14/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1565200 BOLTON & MENK, INC. 1960 PREMIER DR MANKATO MN 56001	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22908681 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	GLO 1340010-00	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	BAP 1340009-00	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $0	N	N	SXS 1340013-00	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 1340011-00	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROF / POLL LIABILITY E&O $50K SIR	N	N	AEH114019718	12/31/2025	12/31/2026	$15M PER CLAIM $15M AGG LIMIT RETRO DATE: 12/31/1997	

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

RE: COMPREHENSIVE PLAN UPDATE SERVICES;

CERTIFICATE HOLDER

22908681
CITY OF BRAINERD
ATTN: JAMES KRAMVIK
501 LAUREL ST
BRAINERD MN 56401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Resolution — Business Subsidy for Dermatology Clinic

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE

The purpose of this agenda item is for the City Council to adopt the attached resolution which approves the Subsidy granted by the Economic Development Authority (EDA) to the Developer as provided pursuant to the Business Subsidy Agreement.

The City received a formal Letter of Intent (LOI) from River Birch Investments, LLC, which is partnered with Central Minnesota Dermatology, an existing local dermatology business. They are interested in the $1/acre incentive program which would allow them to build and develop a new dermatology clinic in the Thiesse Drive Industrial Park on Lots 1 and 2 of Block 5 with a potential expansion of the business on Lot 3 Block 5.

The proposed dermatology clinic would combine Lots 1 and 2 to construct an approximate 8,000 square foot two-story medical building (4,000 sq ft each level) as well as adequate parking for employees and patients. The applicant would like the option to develop Lot 3 at a later date to expand future services to their patients. As stated by the developer, the building could be potentially expanded for Central Minnesota Dermatology services or to lease to another business that is complementary in nature. The developer has submitted an application for public financing and a $10,000 escrow to pay for the City's administrative costs.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

At their September 4th meeting, the EDA discussed provisions of the PDA as the developer is requesting a $1.00 per acre purchase price, which is considered a business subsidy. The EDA may attach economic and employment conditions to the Purchase and Development agreement as a result of the business subsidy request. The following summarizes the requirements of the PDA that will be presented to the Brainerd EDA on March 5th:

- The Developer will determine if the Option Property will be improved within five (5) years of the Certificate of Occupancy being issued for the Developer Improvements and shall notify the City of its intentions. If the Developer plans to improve the Option Property, then a formal

Addendum to this Purchase and Development Agreement shall be made and entered into by the City and Developer.

- The Developer must continue operation of the Minimum Improvements as a "Qualified Facility" for at least five years after the Benefit Date. For the purposes of this Section, the term Qualified Facility means an office and medical office for a Developer's business.
- Job and Wage Goals. The "Benefit Date" of the assistance provided in this Agreement is the earlier of the date of issuance of completion of the Minimum Improvements or the date the Minimum Improvements are occupied by Developer or a tenant of Developer. By or before the "Compliance Date", defined as the date five years after the Benefit Date, the Developer shall cause to be retained at least 21 full-time equivalent jobs permanent to the Development Property, and shall cause to be created at least one (1) full-time equivalent job permanent to the Development Property.
- The Developer is required to pay the City's Broker fee of 6.5% of the appraised market value.

RECOMMENDED ACTION/MOTION

Motion to approve the attached resolution as presented.

FINANCIAL IMPACT

N/A

CITY OF BRAINERD, MINNESOTA

R E S O L U T I O N
NO. _____

RESOLUTION APPROVING BUSINESS SUBSIDY IN CONNECTION WITH CONVEYANCE OF PROPERTY TO RIVER BIRCH INVESTMENTS LLC, OR AN AFFILIATE, SUCCESSOR, OR ASSIGN

BE IT RESOLVED by the City Council of the City of Brainerd, Minnesota (the "City") as follows:

Section 1. Background.

1.01. The Economic Development Authority of the City of Brainerd ("Authority") is a grantor as defined in Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act"), and is authorized to grant financial assistance to private development, including the conveyance of real property at less than fair market value.

1.02. The Authority and River Birch Investments LLC, a Minnesota limited liability company, or an affiliate, successor, or assign (collectively, the "Developer"), desire to enter into a purchase and development contract (the "Agreement") in substantially the form presented to the City, in connection with the sale of certain property in the City's industrial park (the "Property") by the Authority to the Developer at a cost below fair market value, and the development by the Developer of a medical office building on the Property (the "Project").

1.03. The assistance provided to the Developer through the write-down in the purchase price of the Property exceeds $150,000, and therefore qualifies as a business subsidy (the "Subsidy") under the Business Subsidy Act.

1.04. On March 5, 2026, the Board of Commissioners of the Authority will hold a public hearing pursuant to the Business Subsidy Act and will consider whether to approve the Agreement, which Agreement includes a business subsidy agreement (the "Business Subsidy Agreement") memorializing the Subsidy.

1.05. Pursuant to Section 116J.994, subdivision 3(d) of the Business Subsidy Act, if the grantor of a subsidy is not the local elected governing body, the Subsidy must also be approved by such governing body.

Section 2. Subsidy Approved. The City Council approves the Subsidy granted by the Authority to the Developer as provided pursuant to the Business Subsidy Agreement within the Agreement, in substantially the form presented to the City Council, subject to final approval of such Subsidy by the Authority following its public hearing.

Section 3. Further Acts. City staff and officials are authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

Adopted this 2nd day of March, 2026.

MIKE O'DAY
President of the Council

Approved this 2rd day of March, 2026.

DAVE BADEAUX
Mayor

ATTEST:

NICHOLAS W. BROYLES
City Administrator

DRAFT
February 26, 2026

PURCHASE AND DEVELOPMENT CONTRACT

By and Between

ECONOMIC DEVELOPMENT AUTHORITY OF BRAINERD, MINNESOTA

and

RIVER BIRCH INVESTMENTS LLC

Dated as of: March ___, 2026

This document drafted by:

Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

TABLE OF CONTENTS

Page

PREAMBLE 1

ARTICLE I
Definitions

Section 1.1. Definitions 2

ARTICLE II
Representations and Warranties

Section 2.1. Representations by the Authority 4
Section 2.2. Representations and Warranties by the Developer 4

ARTICLE III
Acquisition and Conveyance of Development Property

Section 3.1. Conveyance of the Development Property 6
Section 3.2. Purchase Price of Development Property; Provisions for Payment 6
Section 3.3. Purchase Price; Option Property 6
Section 3.4. Conditions of Conveyance of Development Property 6
Section 3.5. Place of Document Execution, Delivery and Recording, Costs 7
Section 3.6. Title 8
Section 3.7. Soil and Environmental Conditions 8
Section 3.8. Advance of Land and Other Costs 9
Section 3.9. Business Subsidy Agreement 9
Section 3.10. Payment of Administrative Costs 11

ARTICLE IV
Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements 12
Section 4.2. Construction Plans 12
Section 4.3. Commencement and Completion of Construction 13
Section 4.4. Certificate of Completion 13

ARTICLE V
Insurance

Section 5.1. Insurance 15
Section 5.2. Subordination 16

ARTICLE VI
Delinquent Taxes and Review of Taxes

Section 6.1. Right to Collect Delinquent Taxes 17
Section 6.2. Review of Taxes 17

ARTICLE VII
Financing

Section 7.1. Financing 18
Section 7.2. Authority's Option to Cure Default on Mortgage 18
Section 7.3. Subordination and Modification for the Benefit of Mortgagee 18

ARTICLE VIII
Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development 19
Section 8.2. Prohibition Against Developer's Transfer of Property and Assignment of Agreement 19
Section 8.3. Release and Indemnification Covenants 20

ARTICLE IX
Events of Default

Section 9.1. Events of Default Defined 21
Section 9.2. Remedies on Default 21
Section 9.3. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Developer 21
Section 9.4. Resale of Reacquired Property; Disposition of Proceeds 23
Section 9.5. No Remedy Exclusive 23
Section 9.6. No Additional Waiver Implied by One Waiver 24

ARTICLE X
Additional Provisions

Section 10.1. Conflict of Interests; Authority Representatives Not Individually Liable 25
Section 10.2. Equal Employment Opportunity 25
Section 10.3. Restrictions on Use 25
Section 10.4. Provisions Not Merged With Deed 25
Section 10.5. Titles of Articles and Sections 25
Section 10.6. Notices and Demands 25
Section 10.7. Counterparts 26
Section 10.8. Recording 26
Section 10.9 Amendment 26
Section 10.10 Authority or City Approvals 26
Section 10.11 Termination 26

Section 10.12 Choice of Law and Venue.....26

TESTIMONIUM S-1
SIGNATURES S-1

SCHEDULE A Description of Development Property A-1
SCHEDULE B Description of Option Property.....B-1
SCHEDULE C Form of Quit Claim Deed C-1
SCHEDULE D Certificate of Completion D-1
SCHEDULE E Site Plan E-1

PURCHASE AND DEVELOPMENT CONTRACT

THIS AGREEMENT, made on or as of the __ day of March, 2026, by and between ECONOMIC DEVELOPMENT AUTHORITY OF BRAINERD, MINNESOTA, a public body corporate and politic and political subdivision of the State of Minnesota (the "Authority"), and RIVER BIRCH INVESTMENTS LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City of Brainerd (the "City") has undertaken a program to promote economic development and job opportunities and to promote the redevelopment of land which is underutilized within the City , and in this connection created a development project known as Development District No. 2 (the "Development District") pursuant to Minnesota Statutes, Sections 469.124 through 469.134, as amended (the "Municipal Development District Act"); and

WHEREAS, by Resolution No. 77:21, adopted by the City Council of the City on December 6, 2021, the City transferred control and administration of the Development District to the Authority, and the Authority accepted such control and administration and modified the Development Program for the Development District on the date hereof; and

WHEREAS, pursuant to its powers under Minnesota Statutes, Sections 469.090 through 469.1082, as amended (the "EDA Act"), the Authority is authorized to acquire real property, or interests therein, and to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the Authority has acquired or will acquire certain property described in Schedule A (the "Development Property"), and has the option to acquire certain property described in Schedule B (the "Option Property"), within the Development District, and intends to convey that property to the Developer for development of certain improvements described herein; and

WHEREAS, the Authority believes that the development of the Development Property and the Option Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Purchase and Development Contract, as the same may be from time to time modified, amended, or supplemented.

"Authority" means the Economic Development Authority of Brainerd, Minnesota, or any successor or assign.

"Authority Representative" means the Executive Director of the Authority, or any person designated by the Executive Director to act as the Authority Representative for the purposes of this Agreement.

"Business Subsidy Act" means Minnesota Statutes, Section 116J.993 to 116J.995, as amended.

"Certificate of Completion" means the certification provided to the Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

"City" means the City of Brainerd, Minnesota.

"Closing" has the meaning provided in Section 3.4(b).

"Construction Plans" means the construction plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) floor plan for each floor; (4) elevation plans (all sides); (5) landscaping plan; and (6) such other plans or supplements to the foregoing plans as the Authority may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"County" means the County of Crow Wing, Minnesota.

"Developer" means River Birch Investments LLC, a Minnesota limited liability company, or its permitted successors and assigns.

"Development District" means the Authority's Development District No. 2.

"Development Program" means the Authority's Development Program for the Development District, as amended.

"Development Property" means the real property described in Schedule A of this Agreement.

"EDA Act" means Minnesota Statutes, Sections 469.090 through 469.1082, as amended.

"Event of Default" means an action by the Developer listed in Article IX of this Agreement.

"Holder" means the owner of a Mortgage.

"Minimum Improvements" means the construction on the Development Property of the following:

> The "Medical Office Building" consisting of an approximately 9,500 square-foot medical office facility and surface, substantially as depicted in 50% of the Construction Plans.

"Mortgage" means any mortgage made by the Developer which is secured, in whole or in part, with the Development Property and which is a permitted encumbrance pursuant to the provisions of Article VIII of this Agreement.

"Option Property" means the real property described in Schedule B of this Agreement.

"Site Plan" means the site plan for the Minimum Improvements attached hereto as Schedule E and the conceptual development of the Option Property

"State" means the State of Minnesota.

"Tax Official" means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

"Termination Date" means the date five years after the Benefit Date.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of war, terrorism, strikes, other labor troubles, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Authority in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Developer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such approval and construction is required under Sections 4.2 and 4.3 of this Agreement.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertaking on its part herein contained:

(a) The Authority is an economic development authority duly organized and existing under the laws of the State. Under the provisions of the EDA Act, the Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the Authority are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, to create increased tax base and employment in the City, and to stimulate further development of the Development District as a whole.

(c) The Authority will cooperate with the Developer in facilitating any Developer requests for land use approvals, including conditional use permits and rezoning, necessary for the construction of the Minimum Improvements.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company duly organized and in good standing under the laws of the State, is not in violation of any provisions of its articles of organization or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) If the Developer acquires the Development Property in accordance with this Agreement, the Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Plan and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), subject to Section 4.1 hereof.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the Authority in the Project Area may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the Authority is aware). The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) The Developer will construct the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations.

(e) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) As of the date of execution of this Agreement, the City has not conveyed the Option Property to the Authority. The Developer will determine if the Option Property will be improved within five (5) years of the Certificate of Occupancy being issued for the Developer Improvements and shall notify the City of its intentions. If the Developer plans to improve the Option Property, then a formal Addendum to this Agreement shall be made and entered into by the City and Developer, which shall be preceded by the Board of Commissioners of the Authority having conducted a public hearing on the sale of the Option Property and approving such sale.

(g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(h) The Developer is not currently in default under any business subsidy agreement with any grantor, as such terms are defined in the Business Subsidy Act.

(The remainder of this page is intentionally left blank.)

ARTICLE III

Acquisition and Conveyance of Development Property

Section 3.1. Conveyance of the Development Property.

(a) As of the date of this Agreement, the City holds title to the Development Property, and has approved conveyance of the Development Property to the Authority. The Authority will convey title to and possession of the Development Property to the Developer, subject to all the terms and conditions of this Agreement.

(b) On or before Closing, the Developer shall prepare and use its best efforts to obtain all necessary land use approvals for construction of the Minimum Improvements on the Development Property, at the Developer's cost and subject to all City ordinances and procedures and otherwise reasonably acceptable to the Developer. Nothing in this Agreement is intended to preclude revisions requested or required by the City, provided such review and requested or required revisions are consistent with preliminary approvals by the City.

Section 3.2. Purchase Price of Development Property; Provisions for Payment. The purchase price to be paid to the Authority by the Developer in exchange for the conveyance of the Development Property is $3.00 (the "Purchase Price"). The parties agree and understand the fair market value of the Development Property, based on the appraised value in 2026, is $231,728.25 and that the Purchase Price represents a land write-down constituting a business subsidy of $231,725.25, as described in Section 3.9 hereof. The Purchase Price shall be payable by the Developer in cash or by certified check at Closing.

Section 3.3. Purchase Price; Option Property. The Developer shall submit $1.40 to secure the Option Property which must be purchased within five years of Certificate of Occupancy issuance for the Development Property. Per the provision of Section 3.2, the value of the Option Property shall be determined by the County assessor in the year in which the option to purchase is executed, which in 2026 is estimated at $81,500. Based on the determined market value the land write-down amount will be established and documented within an executed Addendum to this Agreement. All other terms of this Agreement shall generally be in effect when, and if, the Developer enters into an agreement to improve the Option Property, including but not limited to the Board of Commissioners having conducted a public hearing on the sale of the Option Property and approving such sale, except as explicitly noted.

Section 3.4. Conditions of Conveyance of Development Property.

(a) The Authority shall convey title to and possession of the Development Property to the Developer by a quitclaim deed substantially in the form of the deed attached as Schedule C to this Agreement. The Authority's obligation to convey the Development Property to the Developer is subject to satisfaction of the following terms and conditions:

(1) The Authority having approved 50% of the Construction Plans for the Minimum Improvements in accordance with Section 4.2.

(2) The Authority having reviewed and approved financing for construction of the Minimum Improvements in accordance with Article VII hereof, and the Developer having closed on such permanent financing at or before Closing on transfer of title to the Development Property to the Developer.

(3) The Developer having reviewed and approved (or waived objections to) title to the Development Property as set forth in Section 3.6.

(4) The Developer having reviewed and approved (or waived objections to) soil and environmental conditions as set forth in Section 3.7.

(5) The Developer having paid, either part of approved financing or separately, the City's Broker fee of 6.5% of the appraised market value, which is estimated at $15,062.34.

(6) No uncured Event of Default under this Agreement.

Conditions (1), (2), and (5) are solely for the benefit of the Authority, and may be waived by the Authority. Conditions (3) and (4) are solely for the benefit of the Developer, and may be waived by the Developer.

(b) The closing on conveyance of the Development Property from the Authority to the Developer shall occur upon satisfaction of the conditions specified in this Section, but no later than June 1, 2026, or at such earlier date as the parties hereto agree in writing ("Closing").

Section 3.5. Place of Document Execution, Delivery and Recording, Costs.

(a) Unless otherwise mutually agreed by the Authority and the Developer, the execution and delivery of all deeds, documents and the payment of any purchase price shall be made at the offices of the title company selected by Developer or such other location to which the parties may agree.

(b) The deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property. At Closing, the Developer shall pay recording costs for the deed (excluding state deed tax), title insurance fees and premiums, if any, title company closing fees, if any, and Developer's legal fees.

(c) At Closing the Authority shall pay or cause to be paid the state deed tax, costs of recording any instruments used to clear title encumbrances, and any outstanding or pending special assessments against the Development Property. The parties hereto agree and acknowledge that the Development Property is exempt from property taxes payable in 2026.

Section 3.6. Title.

(a) As soon as practicable after the date of this Agreement, the Developer shall obtain a commitment for the issuance of a policy of title for the Development Property at Developer's sole expense. The Developer shall have twenty (20) days from the date of its receipt of such commitment to review the state of title to the Development Property and to provide the Authority with a list of written objections to such title. Upon receipt of the Developer's list of written objections, the Authority shall proceed in good faith and with all due diligence to attempt to cure the objections made by the Developer. In the event that the Authority has failed to cure objections within sixty (60) days after its receipt of the Developer's list of such objections, the Developer may by the giving of written notice to the Authority (i) terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any further liability hereunder except for Developer's obligations to pay Administrative Costs under Section 3.10(a) hereof, or (ii) waive the objections and proceed to Closing. The Authority shall have no obligation to take any action to clear defects in the title to the Development Property, other than the good faith efforts described above.

(b) The Authority shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the deed is delivered to the Developer. The Authority expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing. Upon Closing, the Authority is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of the Authority, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

(c) The Developer shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the deed is delivered to the Developer. The Developer expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing. Notwithstanding termination of this Agreement prior to Closing, Developer is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of Developer, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

Section 3.7. Soils, Environmental Conditions.

(a) Before closing on conveyance of the Development Property from the Authority to the Developer, the Developer may enter the Development Property and conduct any other environmental or soils studies deemed necessary by the Developer. If, at least 10 days before Closing the Developer determines that hazardous waste or other pollutants as defined under federal and state law exist on the property, or that the soils are otherwise unsuitable for construction of the Minimum Improvements, the Developer may at its option terminate this Agreement by giving written notice to the Authority, upon receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, except for Developer's obligation to pay Administrative Costs pursuant to Section 3.10(a) hereof.

(b) The Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or its fitness for construction

of the Minimum Improvements or any other purpose for which the Developer may make use of such property. The Developer further agrees that it will indemnify, defend, and hold harmless the Authority, the City, and their governing body members, officers, and employees, from any claims or actions arising out of the use, generation, storage or disposal of hazardous wastes or pollutants on the Development Property during the time Developer owns the Development Property.

Section 3.8. Advance of Land Costs. The Authority has determined that the fair market value of the Development Property is $231,728.25. As described in Section 3.2 hereof, the Purchase Price of the Development Property is $3.00, representing a reduction of $231,725.25. Therefore, at Closing the Authority will forgo receipt of the full fair market value of the Development Property, which represents a business subsidy in the amount of $231,725.25.

Section 3.9. Business Subsidy Agreement. The provisions of this Section constitute the "business subsidy agreement" for the purposes of the Business Subsidy Act.

(a) *General Terms.* The parties agree and represent to each other as follows:

(1) The subsidy provided to the Developer consists of the reduction in Purchase Price described in Section 3.8, or $231,725.25.

(2) The public purposes of the subsidy are to facilitate development of the Minimum Improvements, thereby retaining net jobs and creating at least one job in the City and the State, and increasing the tax base of the City and the State.

(3) The goals for the subsidy are: to secure development of the Minimum Improvements on the Development Property; to maintain such improvements as a medical office for the time period described in clause (6) below; and to maintain the jobs and wage levels required in accordance with Section 3.9(b) hereof.

(4) If the goals described in clause (3) are not met, the Developer must make the payments to the Authority described in Section 3.9(c).

(5) The subsidy is needed to induce Developer to locate its business at this site, as determined by the Authority upon approval of the Development Program modification.

(6) The Developer must continue operation of the Minimum Improvements as a "Qualified Facility" for at least five years after the Benefit Date (defined hereinafter), subject to the continuing obligation described in Section 10.3 of this Agreement. For the purposes of this Section, the term Qualified Facility means an office and medical office for Developer's business. The improvements will be a Qualified Facility as long as the Minimum Improvements are operated by Developer or a tenant for the aforementioned qualified uses. During any period when the Minimum Improvements are vacant and not operated for the aforementioned qualified uses, the Minimum Improvements will not constitute a Qualified Facility.

(7) The Developer does not have a parent corporation.

(8) The Developer does not expect to receive financial assistance from any other "grantor" as defined in the Business Subsidy Act,

(b) *Job and Wage Goals.* The "Benefit Date" of the assistance provided in this Agreement is the earlier of the date of issuance of the Certificate of Completion of the Minimum Improvements or the date the Minimum Improvements are occupied by Developer or a tenant of Developer. By or before the "Compliance Date," defined as the date five years after the Benefit Date, the Developer shall cause to be (i) retained at least twenty-one (21) full-time equivalent jobs permanent to the Development Property, and (ii) created at least one (1) full-time equivalent job permanent to the Development Property which pays at least 125% of the federal minimum wage. If the job and wage goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied. The Authority may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the Authority's legislative discretion regarding this matter.

(c) *Remedies.* If the Developer fails to meet the goals described in Section 3.9(a)(3), the Developer shall repay to the Authority upon written demand from the Authority a "pro rata share" of the appraised value of the land in Section 3.2 with interest on that amount at the implicit price deflator as provided in Section 116J.994, subd. 6 of the Business Subsidy Act, accrued from the date of substantial completion of the Minimum Improvements to the date of payment. The term "pro rata share" means percentages calculated as follows:

(i) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(ii) if the failure relates to maintenance of the facility as a Qualified Facility in accordance with Section 3.9(a)(6), 60 less the number of months of operation as a Qualified Facility (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as determined by the Authority Representative, divided by 60; and

(iv) if both clauses (i) and (ii) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the Authority's remedies under Article IX hereof. In addition to the remedy described in this Section and any other remedy available to the Authority for failure to meet the goals stated in Section 3.9(a)(3), the Developer agrees and understands that it may not receive a business subsidy from the Authority or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(d) *Reports.* The Developer must submit to the Authority a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing upon the first February following the issuance of the Certificate of Completion and continuing until the later of (i)

the date the goals stated in Section 3.9(a)(3) are met; (ii) 30 days after expiration of the period described in Section 3.9(a)(6); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.9(c). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The Authority will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the Authority will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the Authority a penalty of $100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section $1,000.

Section 3.10. Payment of Administrative Costs. The Authority acknowledges that upon submission of the Developer's application for the land credit business subsidy program, variously known as the $1/Acre Incentive Program, the Developer deposited with the Authority $10,000. The Authority will use such deposit to pay "Administrative Costs," which term means out of pocket costs incurred by the Authority and City, all attributable to or incurred in connection with the negotiation and preparation of this Agreement and other documents and agreements in connection with the development of the Development Property. At Developer's request, but no more often than monthly, the Authority will provide Developer with a written report including invoices, time sheets or other comparable evidence of expenditures for Administrative Costs and the outstanding balance of funds deposited. If at any time the Authority determines that the deposit is insufficient to pay Administrative Costs, the Developer is obligated to pay such shortfall within 15 days after receipt of a written notice from the Authority containing evidence of the unpaid costs. If any balance of funds deposited remains upon issuance of the Certificate of Completion pursuant to Section 4.4 of this Agreement, the Authority shall promptly return such balance to Developer; provided that Developer remains obligated to pay subsequent Administrative Costs related to any amendments to this Agreement requested by Developer. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this section for Administrative Costs incurred through the effective date of termination.

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ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition. The obligation to construct, operate and maintain the Minimum Improvements is contingent upon Developer obtaining the financing necessary to construct, operate and maintain the Minimum Improvements, the terms of which financing are in the sole discretion of the Developer. In the event the Developer fails to obtain such financing, the Authority may exercise its rights under Section 9.3 to retake the Development Property.

Section 4.2. Construction Plans.

(a) Before closing on conveyance of the Development Property under Article III, the Developer shall submit to the Authority Construction Plans. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with the Development Plan, this Agreement, and all applicable State and local laws and regulations. The Authority will approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for construction of the Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds available to the Developer for construction of the Minimum Improvements; (v) the Construction Plans are consistent with the Site Plan; and (vi) no Event of Default has occurred. No approval by the Authority shall relieve the Developer of the obligation to comply with the terms of this Agreement or of the Development Plan, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the Authority shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by the Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the Authority, in whole or in part. Such rejections shall set forth in detail the reasons therefor, and shall be made within 30 days after the date of their receipt by the Authority. If the Authority rejects any Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within 30 days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the Authority. The Authority's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the Authority's satisfaction with the provisions of this Agreement relating thereto.

(b) If the Developer desires to make any material change in the Construction Plans after their approval by the Authority, the Developer shall submit the proposed change to the Authority for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the Authority shall approve the proposed change and notify the Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change. The Authority's approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer must commence construction of the Minimum Improvements by September 1, 2026, and must complete construction of the Minimum Improvements by September 1, 2027. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the Authority.

The Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to the Developer, and until construction of the Minimum Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the Authority, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (including the dates for beginning and completion thereof), the Authority will furnish the Developer with a Certificate of Completion in substantially the form provided in Schedule D. Such certification by the Authority shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) The certificate provided for in this Section 4.4 of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other

instruments pertaining to the Development Property. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the Authority shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Authority, for the Developer to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be commenced upon beginning of excavation for the building associated with the Minimum Improvements, and shall be deemed to be substantially completed when the Developer has received a certificate of occupancy issued by the City for the Minimum Improvements.

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ARTICLE V

Insurance

Section 5.1. Insurance. The Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the Authority, furnish the Authority with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the Authority shall be protected in accordance with a clause in form and content satisfactory to the Authority;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Policy with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the Authority shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $1,000,000, and shall be endorsed to show the Authority as an additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under

the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the Authority policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the Authority at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the Authority immediately in the case of damage exceeding $500,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

(e) The Developer and the Authority agree that all of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this Article V, the rights of the Authority with respect to the receipt and application of any proceeds of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a Mortgage approved pursuant to Article VII of this Agreement.

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ARTICLE VI

Delinquent Taxes and Review of Taxes

Section 6.1. Right to Collect Delinquent Taxes. Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the Authority through the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the Authority is the prevailing party, the Authority shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Review of Taxes. The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (a) willful destruction of the Development Property or any part thereof; or (b) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement, except as otherwise provided in Section 5.1(e). The Developer also agrees that it will not, prior to the Termination Date, apply for a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City or Authority in accordance with this Agreement).

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ARTICLE VII

Financing

Section 7.1. Financing. (a) Before conveyance of the Development Property, the Developer shall submit to the Authority evidence of one or more commitments for mortgage financing which, together with committed equity for such construction, is sufficient for the construction of the Minimum Improvements. Such commitments may be submitted as short term financing, long term mortgage financing, a bridge loan with a long-term take-out financing commitment, or any combination of the foregoing. Such commitment or commitments for short term or long-term mortgage financing shall be subject only to such conditions as are normal and customary in the mortgage banking industry.

(b) If the Authority finds that the financing is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, then the Authority shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within thirty (30) days from the date when the Authority is provided the evidence of financing. A failure by the Authority to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the Authority rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event the Developer shall submit adequate evidence of financing within thirty (30) days after such rejection. Approval of any subordination agreement under Section 7.3 hereof will constitute approval of financing for the purposes of this Section.

Section 7.2. Authority's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage authorized pursuant to Article VII of this Agreement, the Developer shall cause the Authority to receive copies of any notice of default received by the Developer from the holder of such Mortgage. Thereafter, the Authority shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents. In the event there is an event of default under this Agreement, the Authority will transmit to the Holder of any Mortgage a copy of any notice of default given by the Authority pursuant to Article IX of this Agreement.

Section 7.3. Subordination and Modification for the Benefit of Mortgagee. In order to facilitate the Developer obtaining financing for construction of the Minimum Improvements according to the Construction Plans, the Authority agrees to subordinate its rights under this Agreement, including without limitation its rights of reversion under Sections 9.3 and 9.4 hereof, provided that (a) such subordination shall be subject to such reasonable terms and conditions as the Authority and Holder mutually agree in writing, and (b) the Authority's obligation to subordinate is contingent on the Authority's approval of the financing in accordance with Section 7.1 hereof.

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Developer represents and agrees that its purchase of the Development Property or portions thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 8.2. Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that until the Termination Date:

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to making the Minimum Improvements under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority unless the Developer remains liable and bound by this Development Agreement in which event the Authority's approval is not required. Any such transfer shall be subject to the provisions of this Agreement.

(b) In the event the Developer, upon transfer or assignment of the Development Property or any portion thereof, seeks to be released from its obligations under this Development Agreement as to the portions of the Development Property that is transferred or assigned, the Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such release that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) deprive the Authority of any rights or remedies or controls with respect to the Development Property or any part thereof or the

construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the Authority would have had, had there been no such transfer or change. In the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the Authority.

In the event the foregoing conditions are satisfied then the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned or otherwise conveyed.

Section 8.3. Release and Indemnification Covenants. (a) The Developer releases from and covenants and agrees that the Authority and the governing body members, commissioners, officers, agents, servants and employees thereof (the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless such Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any governing body member, officer, agent, servant or employee of the Authority in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides):

(a) any failure by any party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or under any other agreement entered into between the Developer and the Authority or City in connection with development of the Development Property; and

(b) any default by Developer under a Mortgage, if any.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 9.2 after providing thirty days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.

(b) Cancel and rescind or terminate the Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

(d) Notwithstanding anything to the contrary herein, in the case of defaults by Developer described in Section 3.9, the Authority has the additional remedies specified therein, subject to the qualification described in Section 10.3.

Section 9.3. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Development Property to the Developer and prior to receipt by the Developer of the Certificate of Completion for the final component of the Minimum Improvements required to be constructed on that parcel:

(a) the Developer, subject to Unavoidable Delays, shall fail to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 90 days after written notice from the Authority to the Developer to do so; or

(b) subject to Unavoidable Delays, the Developer after commencement of the construction of the Minimum Improvements, fails to carry out its obligations with respect to the construction of such improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within 90 days after written demand from the Authority to the Developer to do so; or

(c) the Developer fails to pay real estate taxes or assessments on the parcel or any part thereof when due, or creates, suffers, assumes, or agrees to any encumbrance or lien on the parcel (except to the extent permitted by this Agreement), or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within thirty (30) days after written demand by the Authority to do so; provided, that if the Developer first notifies the Authority of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the Authority shall permit such mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal and during the course of such contest the Developer shall keep the Authority informed respecting the status of such defense; or

(d) there is, in violation of the Agreement, any transfer of the parcel or any part thereof, or any change in the ownership or distribution thereof of the Developer, or with respect to the identity of the parties in control of the Developer or the degree thereof, and such violation is not cured within sixty (60) days after written demand by the Authority to the Developer, or if the event is by its nature incurable within 60 days, the Developer does not, within such 60-day period, provide assurances reasonably satisfactory to the Authority that the event will be cured as soon as reasonably possible; or

(e) the Developer fails to comply with any of its other covenants under this Agreement related to the subject component of the Minimum Improvements and fails to cure any such noncompliance or breach within sixty (60) days after written demand from the Authority to the Developer to do so, or if the event is by its nature incurable within 60 days, the Developer does not, within such 60-day period, provide assurances reasonably satisfactory to the Authority that the event will be cured as soon as reasonably possible; or

(f) the Holder of any Mortgage secured by the subject property exercises any remedy provided by the Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage,

Then the Authority shall have the right to re-enter and take possession of the parcel and to terminate (and revest in the Authority) the estate conveyed by the deed to the Developer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the parcel to the Developer shall be made upon, and that the deed shall contain a condition subsequent to the effect that in the event of any default on the part of the Developer and failure on the part of the Developer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Authority at its option may declare a termination in favor of the Authority of the

title, and of all the rights and interests in and to the parcel conveyed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the parcel, shall revert to the Authority, but only if the events stated in Section 9.4(a)-(f) have not been cured within the time periods provided above.

Section 9.4. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Authority of title to and/or possession of the parcel or any part thereof as provided in Section 9.3, the Authority shall, pursuant to its responsibilities under law, use its best efforts to sell the parcel or part thereof as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Development Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the Authority in accordance with the uses specified for such parcel or part thereof in the Development Plan. During any time while the Authority has title to and/or possession of a parcel obtained by reverter, the Authority will not disturb the rights of any tenants under any leases encumbering such parcel. Upon resale of the parcel, the proceeds thereof shall be applied:

(a) First, to reimburse the Authority for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the parcel (but less any income derived by the Authority from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the parcel or part thereof (or, in the event the parcel is exempt from taxation or assessment or such charge during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Authority assessing official) as would have been payable if the parcel were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the parcel or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the parcel or part thereof; and any amounts otherwise owing the Authority by the Developer and its successor or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to (1) the purchase price paid by Developer under Section 3.2; plus (2) the amount actually invested by it in making any of the subject improvements on the parcel or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the parcel.

Any balance remaining after such reimbursements shall be retained by the Authority as its property.

Section 9.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the

Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(The remainder of this page is intentionally left blank.)

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; Authority Representatives Not Individually Liable. The Authority and the Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the Authority shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Authority or City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. The Developer agrees that until the Termination Date, the Developer, and such successors and assigns, shall use the Development Property and the Minimum Improvements thereon only as a Qualified Facility described in Section 3.9 hereof, provided that after expiration of the five-year period described in Section 3.9(c), the repayment remedy described in Section 3.9(d) may not be imposed on Developer for default under this Section, and Authority is limited to any other remedies available under Article IX hereof. Further, until the Termination Date the Developer shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 12545 County Road 139, Brainerd, Minnesota 56401, Attn: Kristina M. Britton, MD; and

(b) in the case of the Authority, is addressed to or delivered personally to the Authority at Economic Development Authority of Brainerd, Minnesota, 501 Laurel Street, Brainerd, Minnesota 56401, Attn: Executive Director; or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The Authority may record this Agreement and any amendments thereto with the County Recorder. The Developer shall pay all costs for recording.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved by the Authority and the Developer.

Section 10.10. Authority Approvals. Unless otherwise specified, any approval required by the Authority under this Agreement may be given by the Authority Representative.

Section 10.11. Termination. This Agreement terminates on the Termination Date. Within 30 days after the Termination Date, the Authority will deliver to Developer a written release in recordable form satisfactory to Developer, evidencing termination of this Agreement.

Section 10.12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Authority has caused this Purchase and Development Contract to be duly executed in its name and behalf and the Developer has caused this Purchase and Development Contract to be duly executed in its name and behalf on or as of the date first above written.

ECONOMIC DEVELOPMENT
AUTHORITY OF BRAINERD,
MINNESOTA

By _____
Its President

By _____
Its Executive Director

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by _____, the President of the Economic Development Authority of Brainerd, Minnesota, a public body politic and corporate of the State of Minnesota, on behalf of the Authority.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by James L. Kramvik, the Executive Director of the Economic Development Authority of Brainerd, Minnesota, a public body politic and corporate of the State of Minnesota, on behalf of the Authority.

_____
Notary Public

RIVER BIRCH INVESTMENTS LLC

By_____
Its _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of River Birch Investments LLC, a Minnesota limited liability company, on behalf of the Developer.

_____
Notary Public

SCHEDULE A

DEVELOPMENT PROPERTY

Lots 1 and 2, Block 5; all in Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota.

SCHEDULE B

OPTION PROPERTY

Lot 3, Block 5; all in Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota.

SCHEDULE C

FORM OF QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: $_____

ECRV: _____

Date: _____, 2026

FOR VALUABLE CONSIDERATION, Economic Development Authority of Brainerd, Minnesota, a public body corporate and politic under the laws of the State of Minnesota (the "Grantor"), hereby conveys and quitclaims to River Birch Investments LLC, a Minnesota limited liability company (the "Grantee"), that certain real property located in the City of Brainerd, Crow Wing County, Minnesota, and legally described as:

Lots 1 and 2, Block 5; all in Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota.

Check here if part or all of the land is Registered (Torrens) ☐

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement recorded herewith entered into between the Grantor and Grantee on the _____ day of March, 2026, identified as the "Purchase and Development Contract" (the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of the Property hereby conveyed or for erecting the Minimum Improvements (as defined in the Agreement) thereon in conformity with the Agreement, any applicable development program and applicable provisions of the zoning ordinance of the City of Brainerd, Minnesota, or for the refinancing of the same.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with

or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder of Crow Wing County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Section 9.3 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement.

SECTION 3.

The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with all provisions of the Agreement that relate to the Property or use thereof for the periods specified in the Agreement, including without limitation the covenant set forth in Section 10.3 thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any

right to re-enter the Property or revest in the Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 4.

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of Brainerd, and state and federal laws and regulations in so far as they affect this real estate.

(b) [Any other permitted encumbrances after Developer's title review]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director, this _____ day of _____, 2026.

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

ECONOMIC DEVELOPMENT AUTHORITY OF BRAINERD, MINNESOTA

By: _____
Its: President

By: _____
Its: Executive Director

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, the President of the Economic Development Authority of Brainerd, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the Grantor.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by James L. Kramvik, the Executive Director of the Economic Development Authority of Brainerd, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the Grantor.

_____
Notary Public

This instrument was drafted by:

Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

Tax Statements should be sent to:

River Birch Investments LLC
Attn: Kristina M. Britton, MD
12545 County Road 139
Brainerd, MN 56401

SCHEDULE D

CERTIFICATE OF COMPLETION

WHEREAS, the Economic Development Authority of Brainerd, Minnesota, a public body corporate and politic of the State of Minnesota (the "Grantor"), by a Deed recorded in the Office of the County Recorder for the County of Crow Wing and State of Minnesota, as Deed Document Number _____, has conveyed to River Birch Investments LLC, a Minnesota limited liability company (the "Grantee"), the following described land in County of Crow Wing and State of Minnesota, to-wit:

Lots 1 and 2 Block 5; all in Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota

and

WHEREAS, said Deed contained certain covenants and restrictions set forth in Sections 1 and 2 of said Deed; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Article IV of the Agreement (as described in said Deed) have been performed by the Grantee therein, and the County Recorder for the County of Crow Wing and State of Minnesota is hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Article IV of the Agreement, but the covenants created by Sections 3 and 4 of said Deed shall remain in full force and effect.

Dated: _____, 20__.

ECONOMIC DEVELOPMENT AUTHORITY OF BRAINERD, MINNESOTA

By _____
Authority Representative

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

The foregoing instrument was acknowledged before me this day of _____, 20___, by _____, the _____ of the Economic Development Authority of Brainerd, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the Grantor.

_____
Notary Public

This Document was drafted by:

Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

SCHEDULE E

Site Plan

[To be inserted]

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Conditional Use Permit - Dermatology Clinic 1410 & 1424 Thiesse Drive

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

River Birch Investments LLC, 12545 County Road 139, Brainerd, has applied for a Conditional Use Permit to exceed the parking lot maximum size at 1410 & 1424 Thiesse Drive to allow for the construction of a dermatology clinic. The additional parking spaces are due to the fact that the proposed building has two stories. The property is located in the GI (General Industrial) Zoning District and Section 515-4-12 Off-Street Parking states one parking space is allowed for every 150 square foot of building footprint area. The proposed building footprint for the facility is 4,941 SF, which allows for 33 spaces without an approved CUP. The applicant is requesting 65 off-street parking spaces due to the number of providers in the facility and the number of patients being seen by those providers.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Planning Commission considered this request and held a public hearing at their meeting on February 18th. The Planning Commission unanimously recommended approval of the Conditional Use Permit to allow for the additional off-street parking spaces as requested.

RECOMMENDED ACTION/MOTION

Motion to approve the Conditional Use Permit for 65 off-street parking spaces at 1410 & 1424 Thiesse Drive for the construction of a dermatology clinic as presented.

FINANCIAL IMPACT

N/A

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: 1424 Thiesse Drive Brainerd, MN 56401

LEGAL DESCRIPTION: Lot(s): 41060503 Block: _____ Addition: _____
(attach description if lengthy) 41060502

Property Owner Name: River Birch Investments LLC

Street Address: 12545 County Road 139 **City:** Brainerd **State:** MN **Zip Code** 56401

Phone Number: 218.831.1898 **Fax:** _____ **E-mail:** admin@centralmnderm.com

Applicant Name: (If different than Property Owner) Keystone Design Build

Street Address: 405 W Main St **City:** Rice **State:** MN **Zip Code:** 56367

Phone Number: 320.339.9978 **Fax:** _____ **E-mail:** gmumm@keystonedb.com

Description of Request: Requesting a Conditional Use Permit to accommodate the parking lot size.

[signature] MD
Property Owner Signature

2/3/2026
Date

Kristina M. Britton, MD
(Please print name)

[signature]
Applicant Signature

2/3/26
Date

Grant Mumm
(Please print name)

(OVER)

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 18th, 2026

RE: Consider Conditional Use Permit to Exceed the Parking Lot Maximum Size at 1410 and 1424 Thiesse Drive

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REQUEST

PUBLIC HEARING. Conditional Use Permit to exceed the parking lot maximum size at 1410 and 1424 Thiesse Drive to allow for the construction of a dermatology clinic.

River Birch Investments LLC, 12545 County Road 139, Brainerd, has applied for a CUP for additional parking spaces due to the fact that the proposed building is two stories.

CONTEXT

Parcel Number: 41060502 and 41060503

Zoning District: General Industrial (GI) District

Property Area: Approx. 3.75 acres

Adjacent Uses: North: Vacant Industrial
East: Vacant Industrial
South: County Residential Farmland
West: Residential

Adjacent Zoning: North: General Industrial (GI) District
East: General Industrial (GI) District
South: County
West: General Industrial (GI) District

AERIAL MAP

FINDINGS OF FACT – CONDITIONAL USE PERMIT

1. The properties at 1410 and 1424 Thiesse Drive are located in the Industrial Park in the GI (General Industrial) Zoning District.
2. Zoning Ordinance Section 515-4-12 Off Street Parking states one (1) parking space is allowed for every 150 square feet of building footprint area. The applicant is requesting additional parking spaces for the two-story dermatology clinic. Any proposed off-street parking facility exceeding the maximum parking space calculation may only be allowed to exceed the maximum number of spaces if the building has more than one level with a Conditional Use Permit.
    a. The applicant has proposed 65 off-street parking spaces.
    b. The proposed building footprint for the facility is 4,941 SF which allows for 33 spaces without an approved Conditional Use Permit.
        i. ADA spaces do not count towards the allowable number of off-street parking spaces.
3. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.

a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
    i. *In accordance with the City of Brainerd Zoning Code Table of Uses, office/ businesses uses are permitted in the GI District.*
b. The proposed use meets the regulations and standards established in this Ordinance.
    i. *An approved CUP allows for properties to exceed the parking lot maximum if the buildings in more than one story in height.*
        1. *Off street parking facilities will be utilized for multiple staff and patients of the dermatology clinic.*
        2. *The applicant is also planning for a potential future building on an adjacent lot to the East.*
    ii. *The preliminary design meets all regulations and standards of the zoning code with exception of the lower parking lot design.*
        1. *According to Section 515-4-10.G.8 - When internal parking rows contain twenty (20) or more parking stalls, landscape islands shall be provided so that there is not a continuous row of over ten (10) parking spaces.*
            a. *The applicant will redesign the parking lot prior to issuance of the building permit to meet all requirements of the Code.*
c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
    i. *The proposed development will not be dangerous, injurious, or noxious to any other property or persons.*
d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
    i. *The proposed plan meets all landscape requirements of the Zoning Code.*
    ii. *The proposed building meets the design requirements of the Zoning Code and has stone accents that will enhance the aesthetics of the area.*
e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
    i. *The proposed building will enhance the visual impression of the neighborhood.*
    ii. *FedEx, a nearby business, has a large parking lot and loading facility similar to other industrial uses.*
f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
    i. *The proposed off-street parking facility will be adequate for patients and staff of the dermatology clinic.*
    ii. *The property is not near residential uses.*
g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
    i. *Economic Development Goal 1 of the Comprehensive Plan: Support infill and redevelopment throughout Brainerd as a strategic component of growth:*

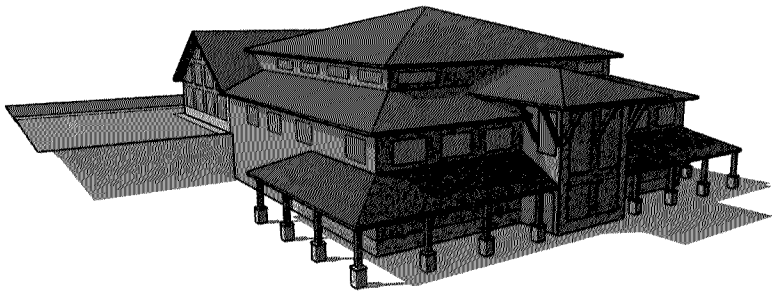
1. *Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.*
    a. *Development of vacant properties in the Industrial Park is an important economic priority of the City.*
    b. *The property is located in an area where current infrastructure exists.*

4. **Section 515-2.B.7 Conditions**. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:
    a. Increasing the required lot size or yard setback dimension.
    b. Limiting the height, size, or location of buildings.
    c. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
    d. Regulating the street width.
    e. Increasing the number of required off-street parking spaces.
    f. Limiting the number, size, location, or lighting of signs.
    g. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
    h. Requiring dedication of some open or green space.
    i. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, no parties have contacted the Community Development Department for more information on the Conditional Use Permit application for the proposed parking lot expansion for the dermatology clinic at 1410 and 1424 Thiesse Drive, Brainerd.

STAFF RECOMMENDATION

Staff recommend approval of the Conditional Use Permit that allows for 65 off street parking spaces.



CMD Preliminary Set
1.2.2026

1424 Thiesse Drive
Brainerd, MN 56401

KEYSTONE
DESIGN BUILD, INC.
320.253.3301

CLIENT
CENTRAL MINNESOTA DERMATOLOGY

ISSUE
1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT
CMD

DRAWN BY
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DESCRIPTION
Cover Page

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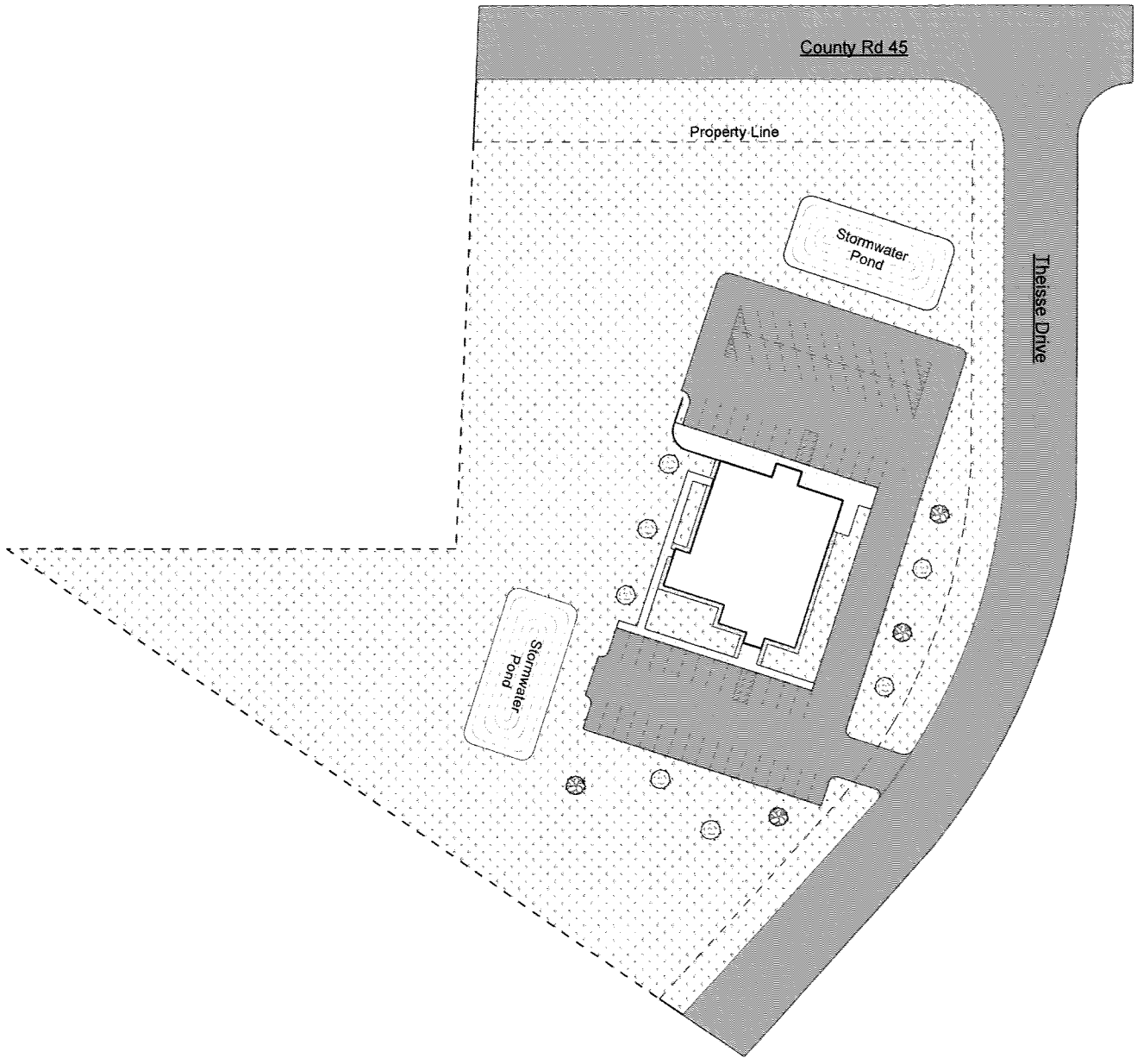
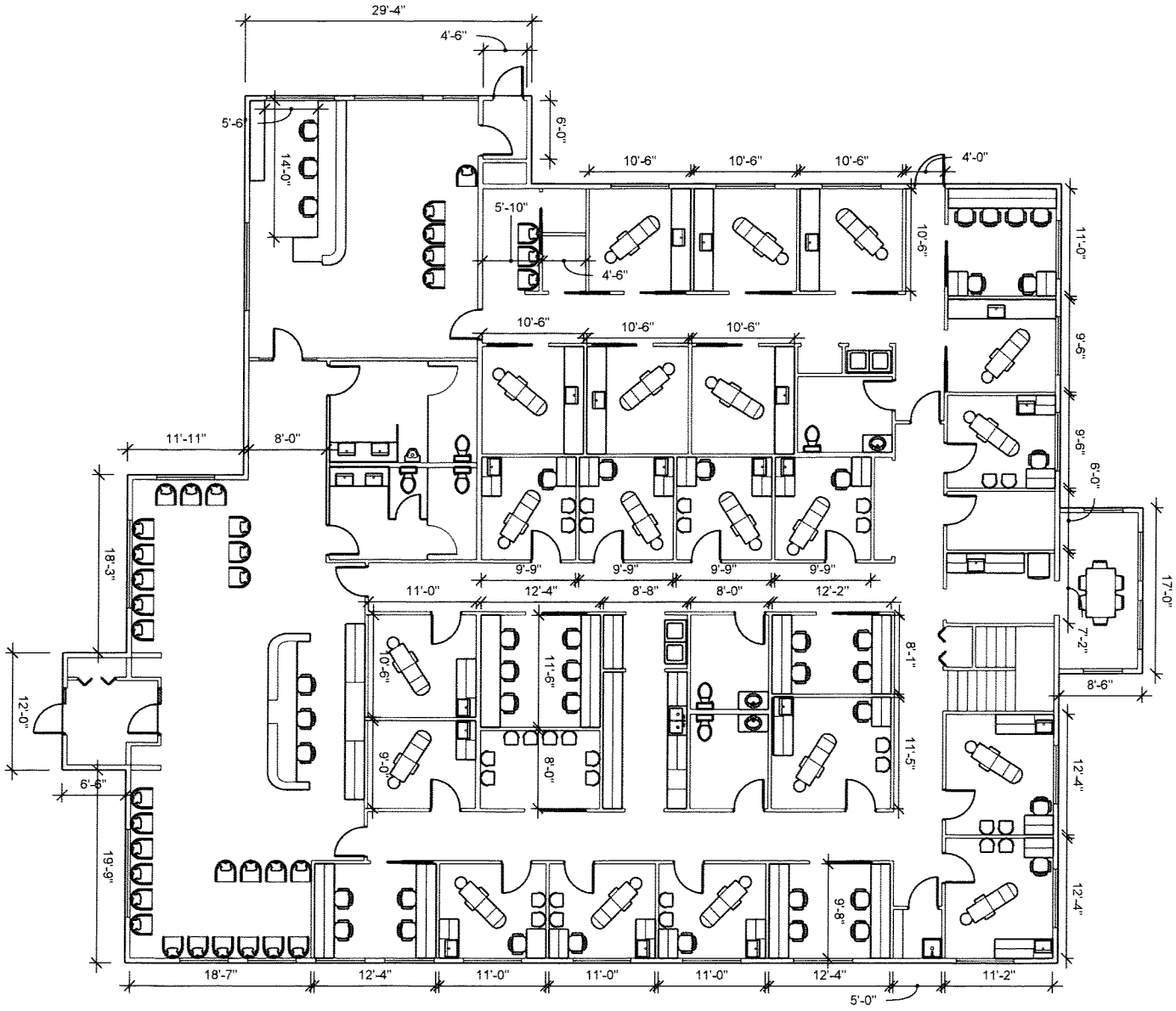
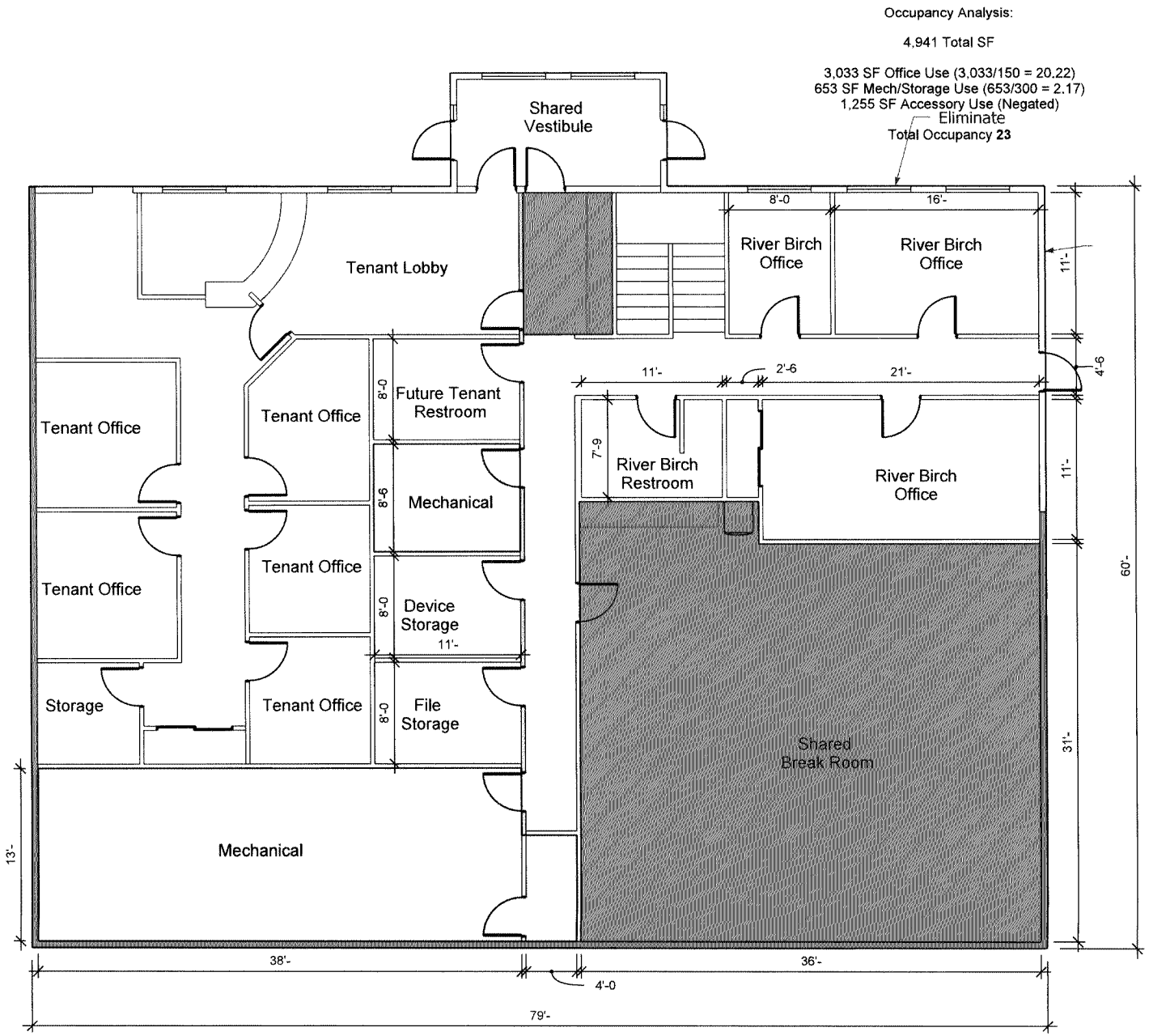


02	a	DRAWN BY SK DESCRIPTION Site Plan	PROJECT NO. PROJECT CMD	ISSUE 1.12.2026 RE-ISSUE	CLIENT CENTRAL MINNESOTA DERMATOLOGY	KEYSTONE DESIGN BUILD, INC.



03	a	DRAWN BY SK DESCRIPTION Floor Plan Main Level	PROJECT NO. PROJECT CMD	ISSUE 1.12.2026 RE-ISSUE	CLIENT CENTRAL MINNESOTA DERMATOLOGY	KEYSTONE DESIGN BUILD, INC.



KEYSTONE DESIGN BUILD, INC.

CLIENT
CENTRAL MINNESOTA DERMATOLOGY

ISSUE
1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT
CMD

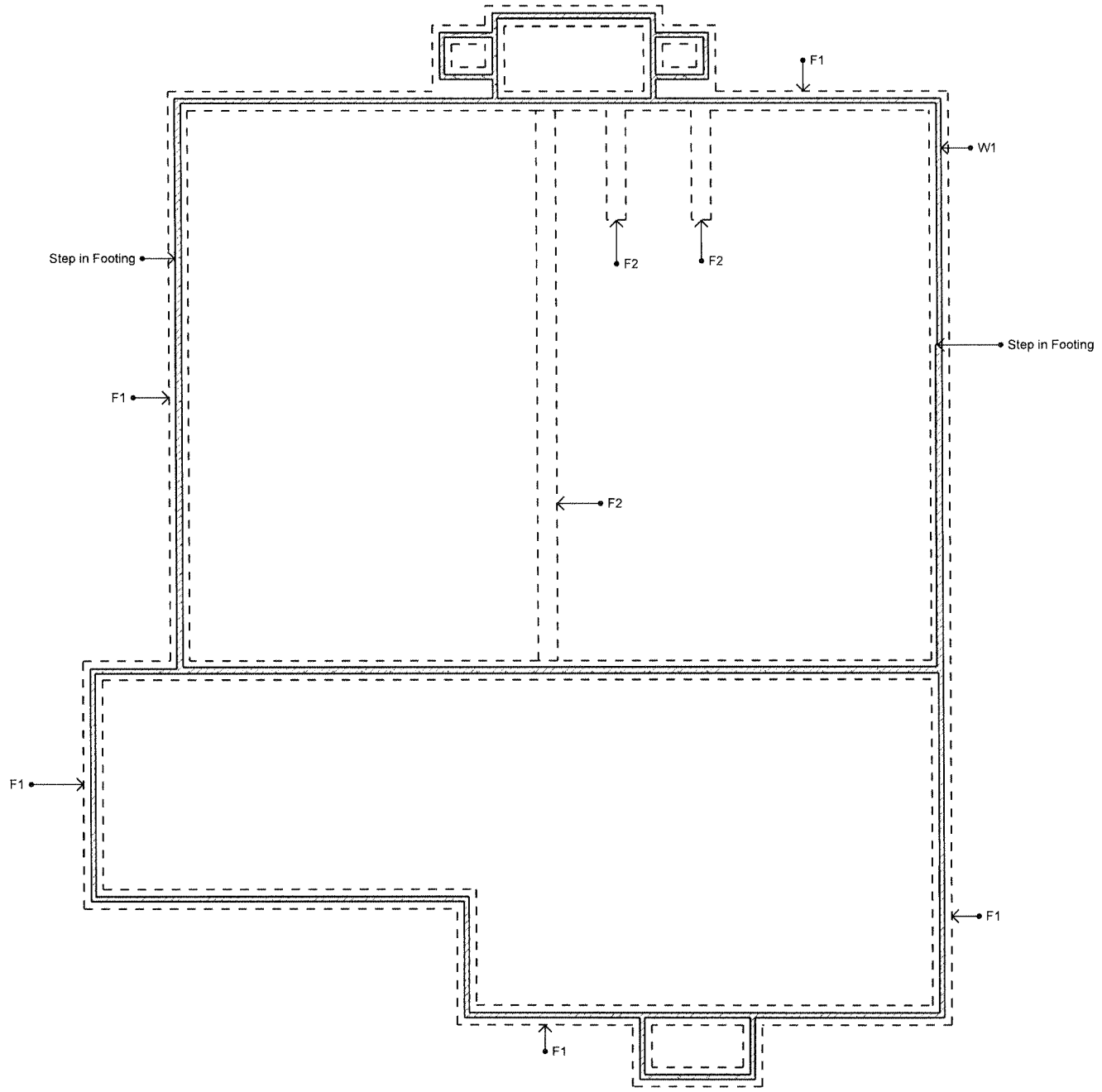
DRAWN BY
SK
DESCRIPTION
Floor Plan
Lower Level

a

04

Footing Schedule				
Mark	Width	Length	Depth	Reinf.
F1	2'-0"	Cont.	1'-0"	(2) #5 Cont.
F2	2'-0"	Cont.	1'-0"	(2) #5 Cont.

Foundation Schedule				
Mark	Width	Length	Hor. Reinf.	Vert. Reinf.
W1	8"	Cont.	#5 @ 18" O.C.	#5 @18" O.C.



KEYSTONE DESIGN BUILD, INC.

CENTRAL MINNESOTA DERMATOLOGY

CLIENT

ISSUE 1.12.2026
RE-ISSUE

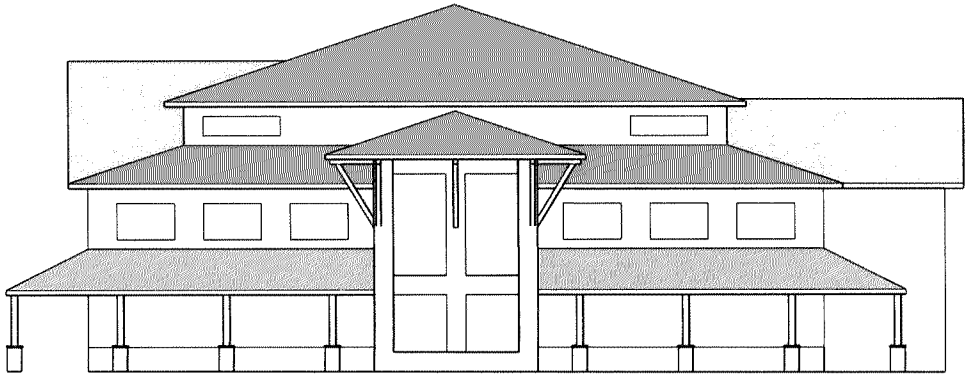
PROJECT NO.
PROJECT CMD

DRAWN BY SK
DESCRIPTION Foundation Plan

a

05

Front Elevation



Rear Elevation

KEYSTONE DESIGN BUILD, INC.

CENTRAL MINNESOTA DERMATOLOGY

CLIENT

ISSUE 1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT CMD

DRAWN BY SK
DESCRIPTION Floor Plan Lower Level

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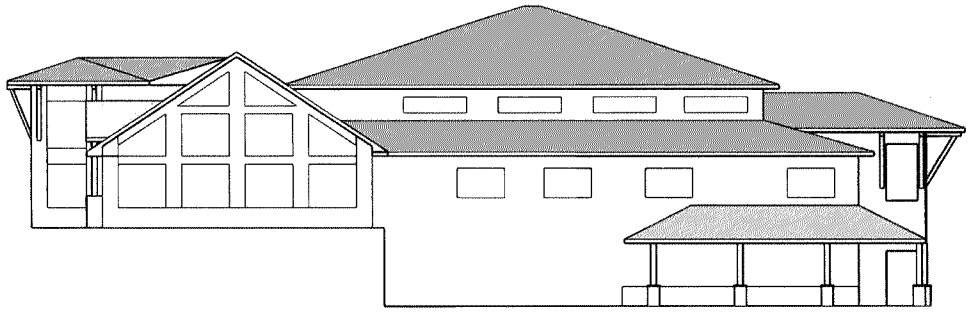
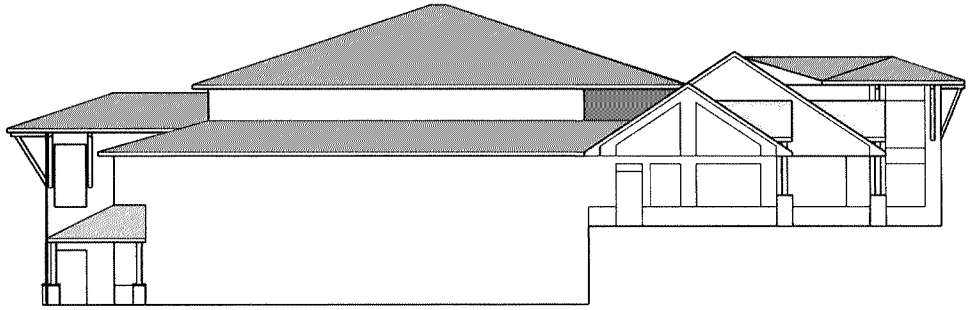
06



Side Elevation 1



Side Elevation 2

KEYSTONE
DESIGN BUILD, INC.

CLIENT
CENTRAL MINNESOTA
DERMATOLOGY

ISSUE
1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT
CMD

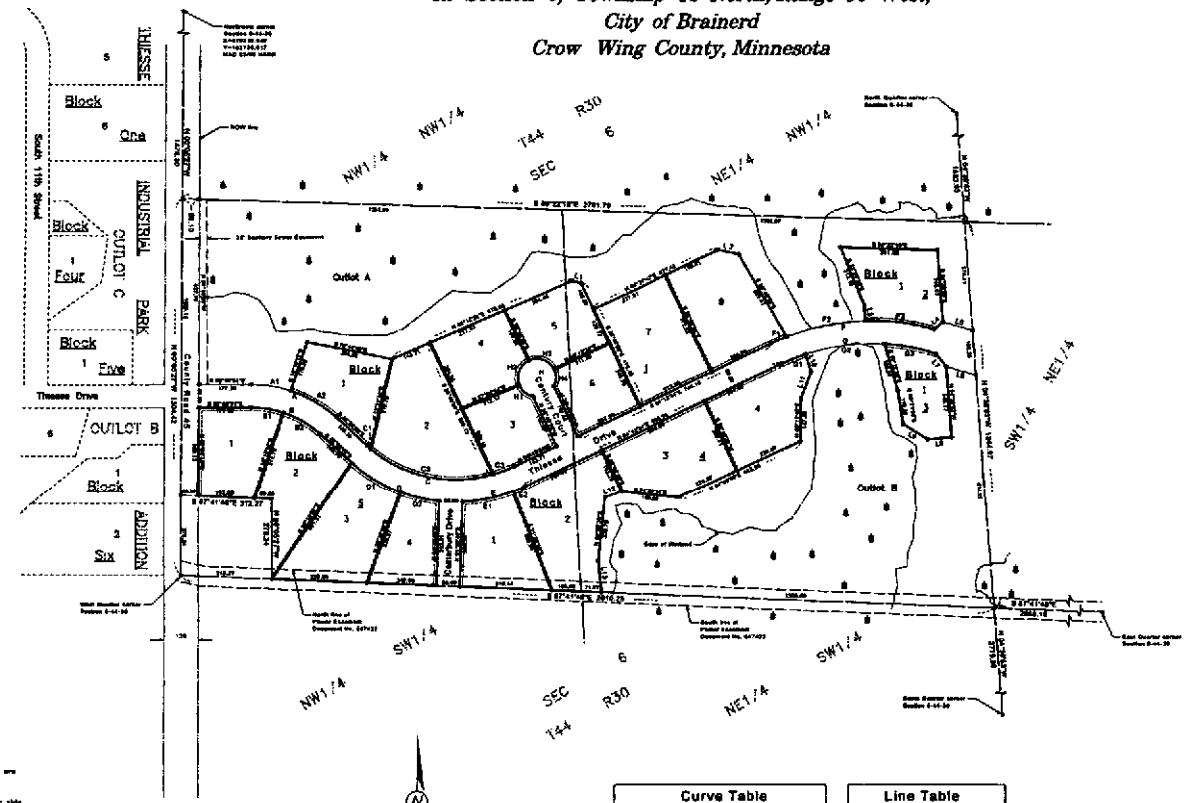
DRAWN BY
SK
DESCRIPTION
Floor Plan
Lower Level

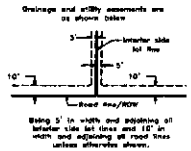
a

07

ALTA/ACSM LAND TITLE SURVEY

Brainerd Industrial Park 1st Addition
In Section 6, Township 44 North, Range 30 West,
City of Brainerd
Crow Wing County, Minnesota





200 0 200
SCALE IN FEET

ORIENTATION OF THIS BEARING SYSTEM IS THE CROW WING COUNTY COORDINATE SYSTEM, North American Datum of 1983, 1996 HARN Adjustment.

O DENOTES: SET IRON PIPE WITH CAP STAMPED "RLS 42819"
● DENOTES: FOUND IRON MONUMENT

Curve Table

Curve#	Length	Radius	Delta
CURVE A	302.84	1400.00 ft	12° 23' 33"
CURVE A1	109.83	1400.00 ft	4° 29' 37"
CURVE B	109.83	1400.00 ft	4° 29' 37"
CURVE B1	284.14	1400.00 ft	11° 37' 57"
CURVE B2	111.48	1400.00 ft	4° 33' 59"
CURVE B3	111.48	1400.00 ft	4° 33' 59"
CURVE C	541.68	1400.00 ft	22° 09' 57"
CURVE C1	544.02	1400.00 ft	22° 15' 45"
CURVE C2	18.18	1400.00 ft	0° 44' 38"
CURVE C3	18.18	1400.00 ft	0° 44' 38"
CURVE C4	154.60	1400.00 ft	6° 19' 39"
CURVE C5	78.38	2464.00 ft	1° 49' 03"
CURVE D	1360.84	2464.00 ft	31° 38' 41"
CURVE D1	1364.07	2464.00 ft	31° 43' 08"
CURVE D2	1317.97	2464.00 ft	30° 38' 55"
CURVE D3	1317.97	2464.00 ft	30° 38' 55"
CURVE E	174.98	2464.00 ft	4° 04' 04"
CURVE E1	174.91	2464.00 ft	4° 04' 03"
CURVE E2	1317.74	2464.00 ft	30° 38' 47"
CURVE E3	1317.74	2464.00 ft	30° 38' 47"
CURVE F	98.18	760.00 ft	7° 24' 13"
CURVE F1	98.12	760.00 ft	7° 24' 00"
CURVE F2	374.58	760.00 ft	28° 14' 08"
CURVE F3	374.58	760.00 ft	28° 14' 08"
CURVE G	180.72	710.00 ft	14° 35' 04"
CURVE G1	180.72	710.00 ft	14° 35' 04"
CURVE H	543.81	710.00 ft	43° 53' 04"
CURVE H1	89.52	710.00 ft	7° 13' 20"
CURVE H2	374.58	710.00 ft	30° 14' 08"
CURVE H3	374.58	710.00 ft	30° 14' 08"
CURVE I	180.72	710.00 ft	14° 35' 04"
CURVE I1	180.72	710.00 ft	14° 35' 04"
CURVE J	139.75	86.00 ft	186° 24' 43"
CURVE J1	84.44	86.00 ft	33° 58' 42"
CURVE J2	92.35	86.00 ft	68° 39' 01"
CURVE J3	109.84	86.00 ft	87° 00' 39"
CURVE J4	180.10	86.00 ft	119° 31' 21"

Line Table

Name	Bearing	Length
L 1	S 14°01'48" E	51.19
L 2	S 39°27'37" E	79.13
L 3	S 14°01'48" E	53.51
L 4	N 48°58'12" E	59.51
L 5	S 39°27'37" E	107.65
L 6	S 39°27'37" E	107.65
L 7	S 39°27'37" E	107.65
L 8	S 39°27'37" E	54.88
L 9	S 39°27'37" E	52.77
L 10	S 39°27'37" E	52.77
L 11	S 14°01'48" E	101.03
L 12	N 39°27'37" W	63.56
L 13	N 39°27'37" W	98.72
L 14	N 71°30'00" E	81.64
L 15	N 89°58'48" W	189.24

Section 6-44-30
Project Area

Surveyor's Certification

"I hereby certify to Harold A. Thiesse, married, Alvina M. Thiesse, married, and the City of Brainerd, a municipal corporation, their respective successors and/or assigns, that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and NSPS in 2005, and includes items 1-6, 8, 10, 11(b), 14, and 16-18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that to my professional opinion, as a land surveyor registered in the State of Minnesota, that the Relative Positional Accuracy of this survey does not exceed that which is specified therein."

Date: May 19, 2009 By: Jarrod Kramer
Licensed Land Surveyor
Minnesota License No. 23668

Legal Description:

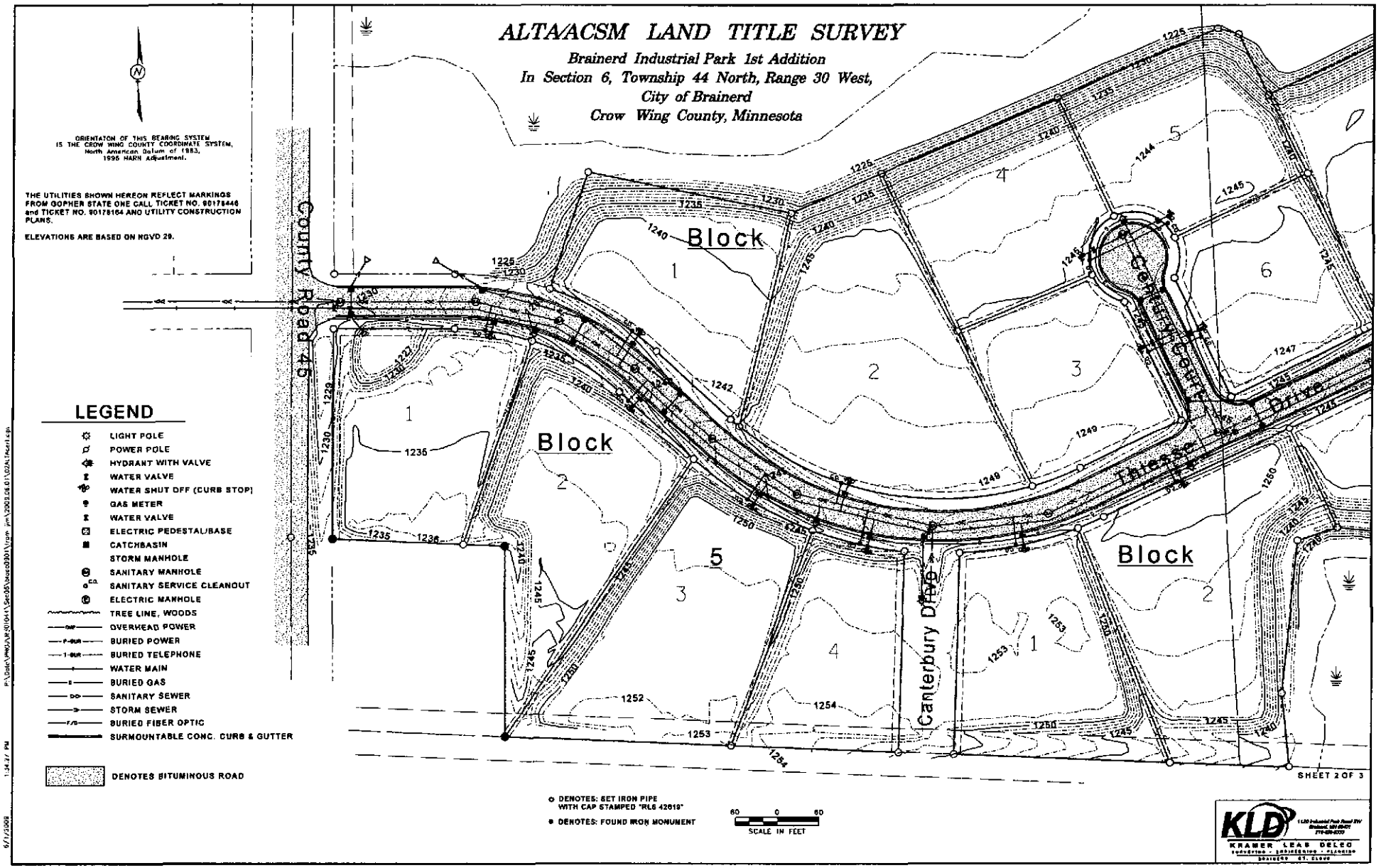
Lots 1, 2, 3, 4, 5, 6, 7, 8 of Block 1, and Lot 1 of Block 2, and Lot 1 of Block 3, and Lots 1, 2, 3, 4 of Block 4, and Lots 1, 2, 3, 4 of Block 5, all in Brainerd Industrial Park 1st Addition, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Crow Wing County, Minnesota.

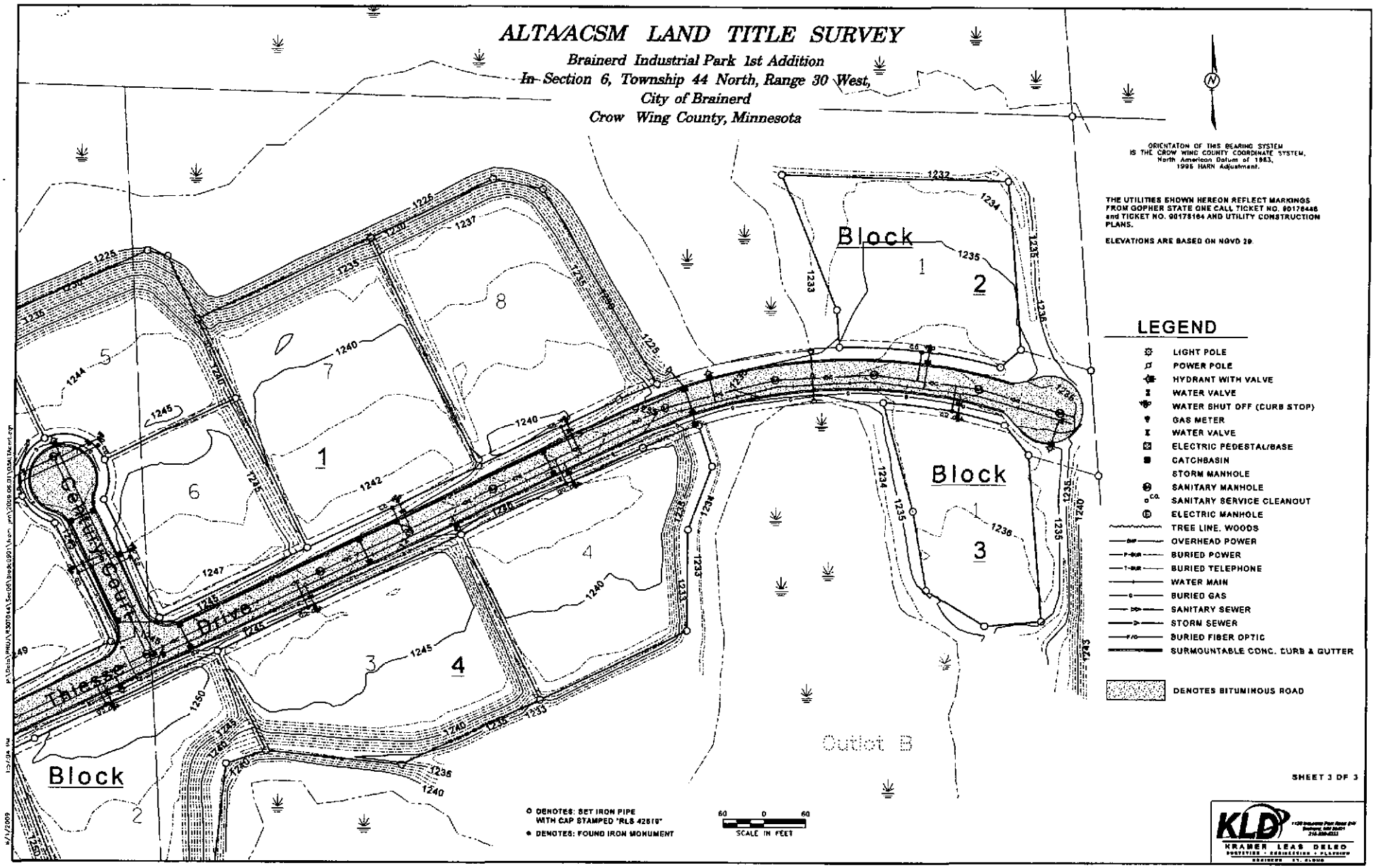
Surveyor's Notes:

1. Gross Area of property is 33.68 acres.
   Area of Lot 1, Block 1 = 1.69 acres
   Area of Lot 2, Block 1 = 2.78 acres
   Area of Lot 3, Block 1 = 1.35 acres
   Area of Lot 4, Block 1 = 1.56 acres
   Area of Lot 5, Block 1 = 1.53 acres
   Area of Lot 6, Block 1 = 1.31 acres
   Area of Lot 7, Block 1 = 2.38 acres
   Area of Lot 8, Block 1 = 2.28 acres
   Area of Lot 1, Block 2 = 1.69 acres
   Area of Lot 1, Block 3 = 1.31 acres
   Area of Lot 1, Block 4 = 1.78 acres
   Area of Lot 2, Block 4 = 2.23 acres
   Area of Lot 3, Block 4 = 2.31 acres
   Area of Lot 4, Block 4 = 1.95 acres
   Area of Lot 1, Block 5 = 1.74 acres
   Area of Lot 2, Block 5 = 2.86 acres
   Area of Lot 3, Block 5 = 2.32 acres
   Area of Lot 4, Block 5 = 1.33 acres
2. The properties listed have all new accesses on Thiesse Drive, Canterbury Drive and Century Court.
3. Utilities shown represent utilities as located and marked per Gopher State One-Call Ticket No. 901784461 and Ticket No. 901781644. The underground utilities shown have been located from field survey information and utility construction plans. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Prior to any excavation, contact Gopher State One Call for an on-site location 1-800-252-1166
4. The subject property is Zone X and listed as being an area to be outside the 500-year flood plain per FEMA Flood Insurance Rate Map for Crow Wing County, Minnesota (Unincorporated Areas), Panel 230 of 375, Community-Panel Number 270091 0230 B, Effective Date, May. 15, 1991.
5. The property is subject to certain rights and has been granted rights of and to drainage and utility easements per Document Number 734943 as shown on this survey.
6. The property is zoned I-1, Light Industrial. The minimum lot size is 34,000 sf. The setback requirements are 40' Front, 10% of lot width for Side Interior, 20' Side Corner, and 30' Rear. The building height limitation is 35 feet with an additional one foot of setback from adjacent property lines for every foot over 30 feet of height.
7. There is no observable evidence of any earth moving work or building construction on said lots.
8. Landscaping features such as trees and shrubs are not reflected on this survey.
9. The road right of way for Thiesse Drive, Canterbury Drive and Century Court is contiguous with County Road Number 45, and was publicly dedicated and dedicated on the plat of Brainerd Industrial Park 1st Addition per Document Number 734943.
10. This survey is in compliance with the minimum requirements set fourth in the City of Brainerd's Land Code.
11. This survey was prepared in connection with the transaction described in Chicago Title Insurance Company's Commitment File No. C-09-0985 as prepared by Crow Wing County Abstract Co., Inc. Refer to Schedule B of said Commitment for requirements and exceptions related to this property.

SHEET 1 OF 3

KLD
KRAMER LEAS DELEO
ENGINEERING • SURVEYING • PLANNING


ALTA/ACSM LAND TITLE SURVEY
Brainerd Industrial Park 1st Addition
In Section 6, Township 44 North, Range 30 West,
City of Brainerd
Crow Wing County, Minnesota
ORIENTATON OF THIS BEARING SYSTEM IS THE CROW WING COUNTY COORDINATE SYSTEM, North American Datum of 1983, 1996 HARN Adjustment.
THE UTILITIES SHOWN HEREON REFLECT MARKINGS FROM GOPHER STATE ONE CALL TICKET NO. 90178446 and TICKET NO. 90178164 AND UTILITY CONSTRUCTION PLANS.
ELEVATIONS ARE BASED ON NGVD 29.
LEGEND
LIGHT POLE
POWER POLE
HYDRANT WITH VALVE
WATER VALVE
WATER SHUT OFF (CURB STOP)
GAS METER
WATER VALVE
ELECTRIC PEDESTAL/BASE
CATCHBASIN
STORM MANHOLE
SANITARY MANHOLE
SANITARY SERVICE CLEANOUT
ELECTRIC MANHOLE
TREE LINE, WOODS
OVERHEAD POWER
BURIED POWER
BURIED TELEPHONE
WATER MAIN
BURIED GAS
SANITARY SEWER
STORM SEWER
BURIED FIBER OPTIC
SURMOUNTABLE CONC. CURB & GUTTER
DENOTES BITUMINOUS ROAD
County Road 25
Block 1
Block 2
Block 3
Block 4
Block 5
Block 6
Canterbury Drive
Terrace Drive
DENOTES: SET IRON PIPE WITH CAP STAMPED "RLS 42619"
DENOTES: FOUND IRON MONUMENT
60 0 60
SCALE IN FEET
SHEET 2 OF 3
KLD
KRAMER LEAB DELEO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SANITARY SERVICE CLEANOUT
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TREE LINE, WOODS
OVERHEAD POWER
BURIED POWER
BURIED TELEPHONE
WATER MAIN
BURIED GAS
SANITARY SEWER
STORM SEWER
BURIED FIBER OPTIC
SURMOUNTABLE CONC. CURB & GUTTER
DENOTES BITUMINOUS ROAD
Block 1
Block 2
Block 3
Outlot B
Cowbird Court
Dove Drive
Tarsse
O DENOTES: SET IRON PIPE WITH CAP STAMPED "RLS 42519"
DENOTES: FOUND IRON MONUMENT
60 0 60
SCALE IN FEET
SHEET 3 OF 3
KLD
KRAMER LEAS DELEO

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that River Birch Investments LLC, 12545 County Rd 139, Brainerd has submitted a request for a Conditional Use Permit to exceed the parking lot maximum size at 1410 and 1424 Thiesse Drive to allow for the construction of a dermatology clinic.

The properties included in this application are described as:

BRAINERD INDUSTRIAL PARK
LOTS 1 AND 2; BLOCK 5
Parcel #'s: 41060503, 41060502
Section 06, Township 44, Range 30

The property is zoned GI (General Industrial) District. According to Zoning Code Section 515-4-12 Off Street Parking: One (1) parking space is allowed for every 150 square feet of building footprint area. The applicant is requesting additional parking spaces due to the fact that the proposed building is two stories. Any proposed off-street parking facility exceeding the maximum parking space calculation may only be allowed to exceed the maximum number of spaces if the building has more than one level and upon approval of a Conditional Use Permit. A copy of the proposed site plan is on file for review in the Community Development Department.

A Public Hearing will be conducted at the Planning Commission Meeting at 6:00 p.m. Wednesday, February 18th, 2026 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

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

Dated this 4th day of February, 2026

James L. Kramvik
Community Development Director

Publication Date: February 7th, 2026

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Variance - Setback from Existing Structures - 2602 11th St SE

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Kathy Thompson, on behalf of Superior Fuel Co, has applied for a Variance at 2602 S. 11th St, Brainerd to reduce the setback requirements for existing storage buildings to subdivide the property. The applicant proposed utilizing the site for mini storage. The property is located in the GI (General Industrial) Zoning District and Section 515-2-16 indicates a required minimum of thirty (30) feet rear yard setback and a forty (40) foot front yard setback. The applicant is requesting a reduced rear yard setback of thirteen (13) feet and a reduced front yard setback of twenty-four (24) feet for the existing storage buildings to allow for the subdivision of the property.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Planning Commission considered this request and held a public hearing at their meeting on February 18th. The Planning Commission unanimously recommended approval of the variance request for the reduced setback requirements as presented.

RECOMMENDED ACTION/MOTION

Motion to approve the variance request for reduced setbacks for the existing structures as presented in order to subdivide the property.

FINANCIAL IMPACT

N/A

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: Sec. 01, Twnshp 44, Range 31 Crowwing Co. PID 41010555

LEGAL DESCRIPTION: Lot(s): 5 Block: 1 Addition: Thiesse Ind. Pk Addition
(attach description if lengthy) Section 1, twp 44, Range 31

Property Owner Name: Superior Fuel Co. Ryan Gunderson Presid

Street Address: 2602 S. 11th St. **City:** Brainerd **State:** MN **Zip Code** 56401

Phone Number: 218-428-3683 **Fax:** _____ **E-mail:** Ryan@Superiorfuelcompany.com

Applicant Name: (If different than Property Owner) Kathy Thompson - Brainerd Garages

Street Address: 1212 Ind. Pk Rd **City:** Brainerd **State:** MN **Zip Code:** 56401

Phone Number: 218-821-1784 **Fax:** _____ E-mail: Brainerdgarages@yahoo.com

Description of Request: Requesting a variance from setbacks per attached plan due to storage tanks

* _____ 1/19/26
Property Owner Signature **Date**

(Please print name)

_____ 1/26/26
Applicant Signature **Date**

Kathy Thompson
(Please print name)

(OVER)

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: February 18th, 2026

RE: Variance Request to Reduce Setbacks for Existing Storage Buildings at 2602 S. 11th St. for Administrative Subdivision of the Property.

INTRODUCTION

Kathy Thompson on behalf of Superior Fuel Co. has applied for a Variance at 2602 S. 11th St. to reduce the setback requirements for existing storage buildings to subdivide the property. The applicant proposes utilizing the site for mini storage.

Parcel Number: 41010555

Zoning District: General Industrial (GI) District

Property Area: 2.33 Acres

Adjacent Uses:
North: Industrial Business
East: Industrial Business
South: Industrial Business
West: Private Owned Commercial Building

Adjacent Zoning:
North: General Industrial (GI) District
East: General Industrial (GI) District
South: General Industrial (GI) District
West: General Industrial (GI) District

AERIAL MAP

FINDINGS OF FACT

1. The property at 2602 11th St SE Brainerd, MN 56401 is in a General Industrial (GI) Zoning District. Zoning Ordinance Section 515-2-16 General Industrial (GI) District indicates a required minimum thirty (30) feet rear yard setback and a forty (40) foot front yard setback.
    A. *The applicant is requesting a reduced rear yard setback of thirteen (13) feet and a reduced front yard setback of twenty-four (24) feet for the existing storage buildings to allow for the proposed subdivision of the property.*
    B. *The site survey displays the existing structures.*
    C. *All future buildings would be required to meet the setbacks of the GI District.*
2. According to Subdivision Section 500-6-1.C the simple division of a single parcel, tract, or lot to create no more than two (2) lots and the newly created property line will not cause the remaining portion of the lot or any structure to be in violation with this Ordinance or the Brainerd Zoning Ordinance.
    A. *The proposed subdivision would create a thirteen (13) foot rear lot setback for the western storage building rather than the required thirty (30) foot setback, which would be a violation of the ordinance.*
        i. *The structure currently meets setback requirements in the GI District.*
    B. *The existing eastern located storage building is currently legal non-conforming and the proposed subdivision increases the setback from County Road 45 from thirty (30) feet to forty (40) feet.*
        i. *The structure is currently located 24 feet from the property line.*
        ii. *The property line along County Road 45 is not changing as a result of the proposed subdivision.*
3. **Section 515-5-4-Rules-and-Administration** state Variances shall only be permitted:

A. When they are in harmony with the general purposes and intent of the ordinance and:
    i. *According to Section 515-3 Appendix A: Table of Uses – Storage and Warehousing and Mini Storage are permitted uses in the GI Zoning District.*
    ii. *Proposed Tract A and Tract B meet all dimensional requirements of the GI Zoning District.*
B. When the variances are consistent with the Comprehensive Plan
    i. *The proposed subdivision is consistent with Economic Development Goal 1 of the Comprehensive Plan: Support infill and redevelopment throughout Brainerd as a strategic component of growth.*
        1. *Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.*
            a. *The proposed subdivision is in an area where current infrastructure is present.*
C. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.
    i. *The practical difficulty in meeting the required setback is the location of an existing fuel storage tank that requires a fifty (50) foot property line setback due to the State Fire Code.*
    ii. *In addition, the storage buildings are existing structures to the property and cannot be moved to meet all setback requirements of the GI Zoning District.*
D. The plight of the landowner is due to circumstances unique to the property not created by the landowner.
    i. *The storage buildings are existing structures to the property that were built several years ago.*
    ii. *The storage tank cannot be moved due to fire code requirements and fire truck access.*
E. The variance, if granted, will not alter the essential character of the locality.
    i. *The existing storage buildings are consistent with other structures in the GI District.*
    ii. *New buildings will be required to meet all regulations of the Zoning Code.*
F. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
    i. *The variance request is not due to economic considerations.*

As of this writing, no parties have contacted the Community Development Department for more information on the Variance application for 2602 11th St SE, Brainerd.

STAFF RECOMENDATION

The Community Development Department recommends approval of the Variance request for 2602 11th St SE as presented.

Proposed Legal Description Tract A

That part of Lot 5, Block 1, THIESSE INDUSTRIAL PARK ADDITION, Section 1, Township 44 North, Range 31 West, Crow Wing County, Minnesota, lying westerly of the following described line

Commencing at the southeast corner of said Lot 5; thence South 89 degrees 52 minutes 46 seconds West, along the south line of said Lot 5, a distance of 152.88 feet to the point of beginning of the line to be described; thence North 00 degrees 05 minutes 37 seconds East, a distance of 154.40 feet; thence 75.18 feet northwesterly along a tangential curve, concave to the southwest, said curve having a radius of 50.00 feet and a central angle of 86 degrees 09 minutes 05 seconds; thence North 13 degrees 43 minutes 25 seconds West, not tangent to the last described curve, a distance of 46.34 feet to the intersection with the north line of said Lot 5, said line there terminating.

Subject to a drainage easement, over, under, and across that part of Lot 5, Block 1, THIESSE INDUSTRIAL PARK ADDITION, Section 1, Township 44 North, Range 31 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 5; thence South 89 degrees 52 minutes 46 seconds West, along the south line of said Lot 5, a distance of 192.88 feet to the point of beginning of the easement to be described; thence reversing course North 89 degrees 52 minutes 46 seconds East, along said south line, a distance of 40.00 feet; thence North 00 degrees 05 minutes 37 seconds East, a distance of 154.40 feet; thence 68.47 feet northwesterly along a tangential curve, concave to the southwest, said curve having a radius of 50.00 feet and a central angle of 78 degrees 27 minutes 47 seconds, to the intersection with a line that bears North 00 degrees 05 minutes 37 seconds East from the point of beginning; thence South 00 degrees 05 minutes 37 seconds West, a distance of 203.54 feet to the point of beginning

Said tract contains 1.2 acres, more or less, and is subject to any restrictions, reservations, and easements of record, if any.

Surveyors Notes

The property address for the subject property is

2602 11th Street Southeast
Brainerd, MN 56401

The Parcel Number for the subject property is *41010535*

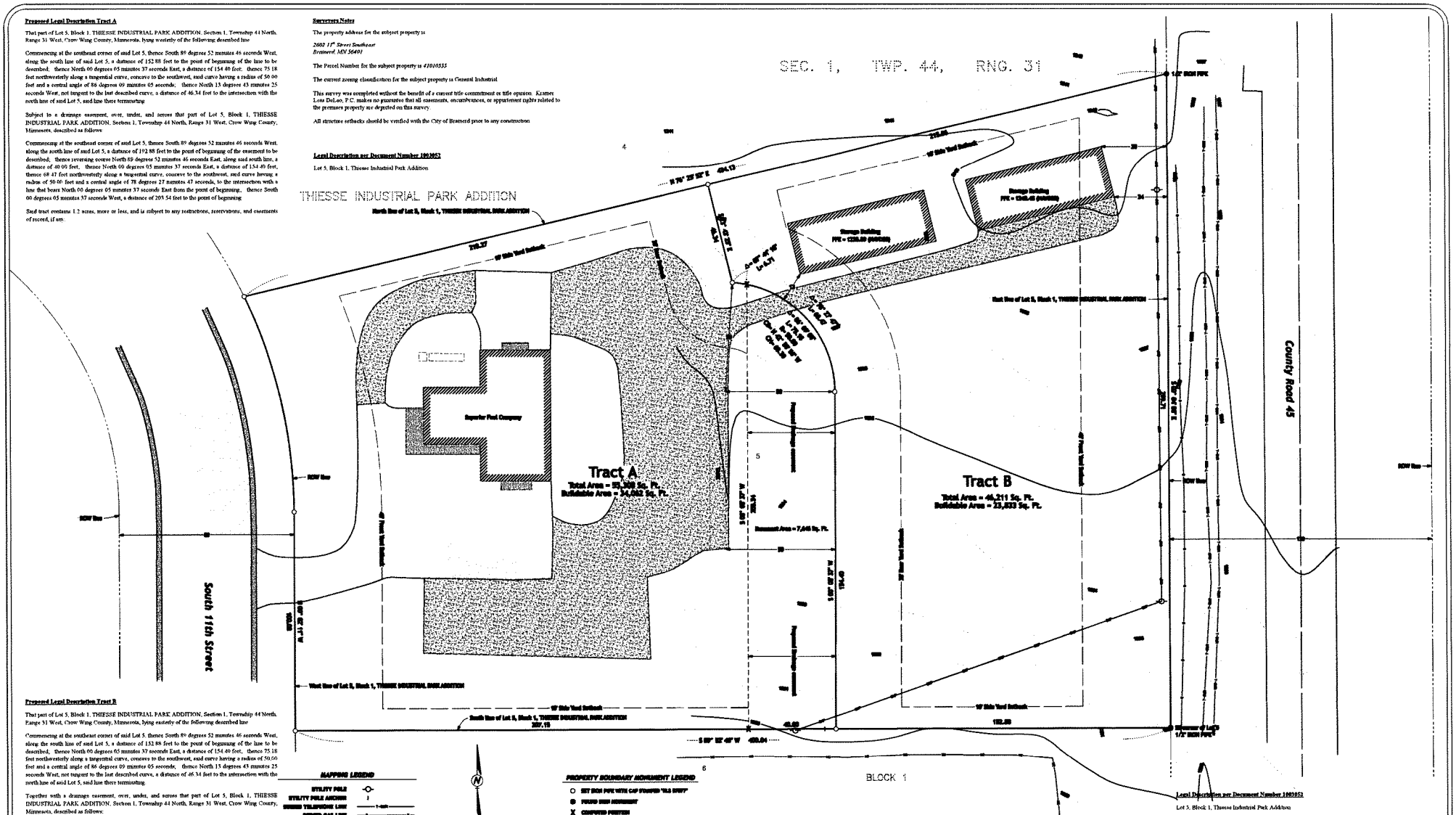
The current zoning classification for the subject property is General Industrial

This survey was completed without the benefit of a current title commitment or title opinion. Kramer Lotz DeLeo, P.C. makes no guarantee that all easements, encumbrances, or appurtenant rights related to the premises property are depicted on this survey.

All structure setbacks should be verified with the City of Brainerd prior to any construction

Legal Description per Document Number 1003052

Lot 5, Block 1, Thiesse Industrial Park Addition



Proposed Legal Description Tract B

That part of Lot 5, Block 1, THIESSE INDUSTRIAL PARK ADDITION, Section 1, Township 44 North, Range 31 West, Crow Wing County, Minnesota, lying easterly of the following described line

Commencing at the southeast corner of said Lot 5; thence South 89 degrees 52 minutes 46 seconds West, along the south line of said Lot 5, a distance of 152.88 feet to the point of beginning of the line to be described; thence North 00 degrees 05 minutes 37 seconds East, a distance of 154.40 feet; thence 75.18 feet northwesterly along a tangential curve, concave to the southwest, said curve having a radius of 50.00 feet and a central angle of 86 degrees 09 minutes 05 seconds; thence North 13 degrees 43 minutes 25 seconds West, not tangent to the last described curve, a distance of 46.34 feet to the intersection with the north line of said Lot 5, said line there terminating.

Together with a drainage easement, over, under, and across that part of Lot 5, Block 1, THIESSE INDUSTRIAL PARK ADDITION, Section 1, Township 44 North, Range 31 West, Crow Wing County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 5; thence South 89 degrees 52 minutes 46 seconds West, along the south line of said Lot 5, a distance of 192.88 feet to the point of beginning of the easement to be described; thence reversing course North 89 degrees 52 minutes 46 seconds East, along said south line, a distance of 40.00 feet; thence North 00 degrees 05 minutes 37 seconds East, a distance of 154.40 feet; thence 68.47 feet northwesterly along a tangential curve, concave to the southwest, said curve having a radius of 50.00 feet and a central angle of 78 degrees 27 minutes 47 seconds, to the intersection with a line that bears North 00 degrees 05 minutes 37 seconds East from the point of beginning; thence South 00 degrees 05 minutes 37 seconds West, a distance of 203.54 feet to the point of beginning

Said tract contains 1.1 acres, more or less, and is subject to any restrictions, reservations, and easements of record, if any.

MAPPING LEGEND

UTILITY POLE
UTILITY POLE ANCHOR
BURIED TELEPHONE LINE
BURIED GAS LINE
OVERHEAD POWER LINE
OVERHEAD TELEPHONE LINE
CONTOURS (MAJOR)
CONTOURS (MINOR)
CONCRETE
BITUMINOUS
GRAVEL

ORIENTATION OF THIS DRAWING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE SYSTEM NAD 83 (1996 ADJ.)

0 20 40
SCALE IN FEET

PROPERTY BOUNDARY MONUMENT LEGEND

- SET IRON PIPE WITH CAP STAMPED "ILS 57477"
- FOUND IRON MONUMENT
- CHISELED POSITION

NO.	REVISIONS SINCE ISSUE/DATE OF	DATE
1	Added Contours	01-22-2026
2	Added utilities	1-23-2026
3	Added distance from HWY to mature storage building	02-13-2026

KLD KRAMER LOTZ DELEO
SURVEYORS • ENGINEERS • PLANNERS
BRAINERD MT. ELOOD

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: Jordan Shepherd, MN License No. 57477 — 12/30/2025 Date

PROJECT NO. BRAIG2501

CERTIFICATE OF SURVEY

Topographic and Property Boundary Survey

Brainerd Garages
Section 1, Township 44 North, Range 31 West
Crow Wing County, Minnesota

Sheet No. 1 of 1

BRAINERD STORAGE UNITS

CITY OF BRAINERD, COUNTY OF CROW WING, STATE OF MN
LOCATED IN SECTION 01, TOWNSHIP 44 N., RANGE 31 W.

PROJECT SCOPE

FOR

SITE PLAN, STORM SEWER, GRADING, AND EROSION CONTROL

PREPARED FOR:
THOMPSON PROPERTIES OF BRAINERD, LLC
1212 INDUSTRIAL PARK RD SW
BRAINERD, MN 56401

PREPARED BY:

Brainerd/Baxter
1120 Industrial Park Road
Brainerd, MN 56401
Phone (218) 829-5333
Toll Free 1-866 816-5333
Fax (218) 829-5377
www.kldland.com

KLD PROJECT No.: **BRAIG2601**
CONTACT: **TONY POHL**

SHEET INDEX

SHEET No.	SHEET TITLE
C1.0	TITLE SHEET
C2.0	CONSTRUCTION DETAILS
C3.0	EXISTING CONDITIONS AND REMOVALS
C4.0	SITE PLAN
C5.0	GRADING PLAN
C6.0	EROSION CONTROL
C7.0 - C7.1	SWPPP

VICINITY MAP
NOT TO SCALE

BENCHMARK:

BENCHMARK: MNDOT GEODETIC MONUMENT "M300"
LOCATION: 2.0 MILES SOUTH OF BRAINERD, 2.0 MILES SOUTH ALONG BUSINESS TRUNK HIGHWAY 371 (SOUTH 6TH STREET) FROM THE JUNCTION OF BUSINESS TRUNK HIGHWAY 371 AND TRUNKHIGHWAY 210 IN BRAINERD, AT TRUNK HIGHWAY 371 MILEPOINT 4.55, 80.7 FEET WEST-NORTHWEST OF BUSINESS TRUNK HIGHWAY 371, 38.0 FEET NORTHEAST OF A RIGHT-OF-WAY POST, 5.7 FEET NORTHWEST OF A POWER POLE, 1.1 FEET EAST OF A WITNESS POST.
HORIZONTAL DATUM: CROW WING COUNTY NAD83 (1986 ADJ.)
ELEVATION: 1241.96 (NAVD 88)

GOVERNING SPECIFICATIONS:

UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES, AND TESTING SHALL CONFORM TO THE FOLLOWING:

- THE CURRENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR
  - 2600 TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION
  - 2611 WATERMAIN AND SERVICE LINE INSTALLATION
  - 2621 SANITARY SEWER AND STORM SEWER INSTALLATION
  AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- THE CURRENT EDITION OF THE MINNESOTA PLUMBING CODE, AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY.
- THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR TRACER WIRE INSTALLATION, AS PUBLISHED BY THE MINNESOTA RURAL WATER ASSOCIATION.
- THE CURRENT EDITION OF THE MNDOT SEEDING MANUAL, AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION.

DRAFT

NO: | REVISION | DATE:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE: TONY POHL | LIC. NO.: 59606 | DATE: 08/09/2024
PROJECT NO.: BRAIG2601

KRAMER LEAS DELEO SURVEYING • ENGINEERING • PLANNING

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN

TITLE SHEET

DATE: 7TH 02 2024 | DESIGNED: TJP | DRAWN: TJP | CHECKED: TJP | SCALE: AS SHOWN

SHEET No.: C1.0

© 2024 KRAMER LEAS DELEO

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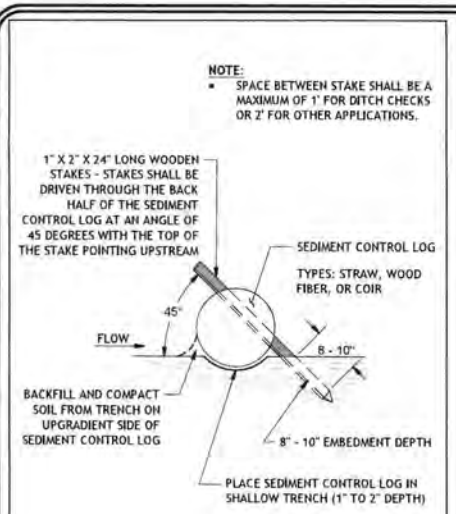
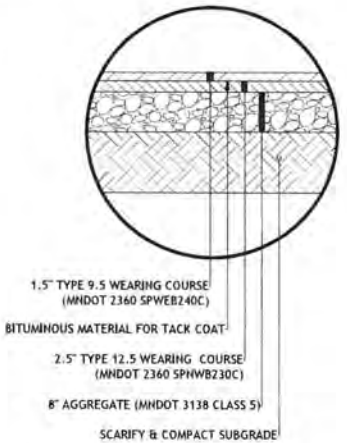
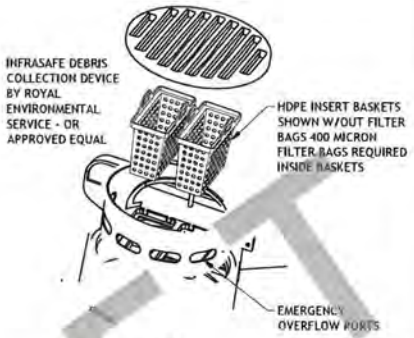


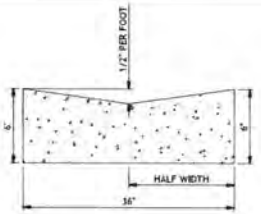
SEDIMENT CONTROL LOG (BIO-ROLL) (N.T.S.)



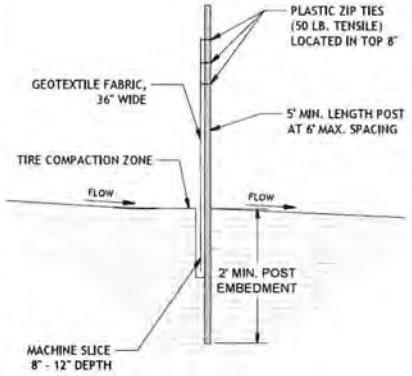
BITUMINOUS PAVEMENT SECTION (N.T.S.)



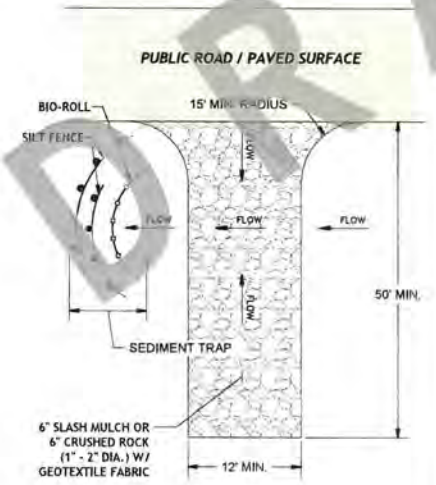
STORM SEWER INLET PROTECTION (N.T.S.)



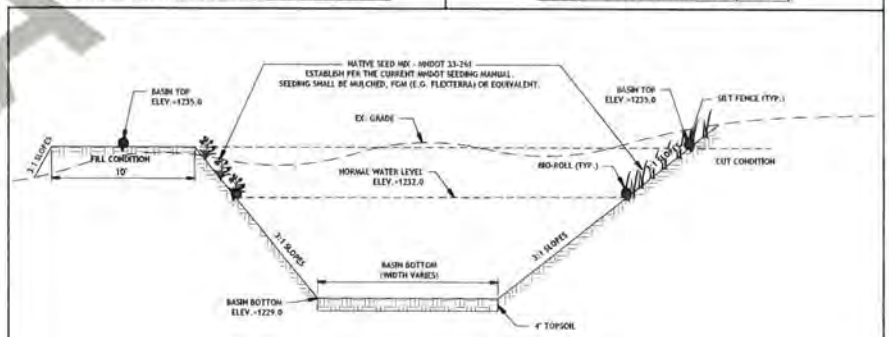
VALLEY CURB & GUTTER (N.T.S.)



SILT FENCE TYPE MS (MACHINE SLICED) (N.T.S.)



CONSTRUCTION EXIT (N.T.S.)



TYPICAL SECTION (N.T.S.)

NOTES:
- BASIN SHALL NOT BE CONSTRUCTED TO FINAL GRADE (OR WITHIN 3 FEET OF IT) UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
- ALL ACCUMULATED SEDIMENT AND SILT FROM THE BOTTOM OF THE BASIN SHOULD BE REMOVED PRIOR TO THE PLACEMENT OF TOPSOIL.

WET SEDIMENTATION BASIN (N.T.S.)

DRAFT

NO. | REVISION | DATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE: TONY FOHL | LIC. NO.: 56006 | DATE: 10/27/25
PROJECT NO.: BAU622601

KLD ENGINEERING, P.A.

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN
CONSTRUCTION DETAILS

DATE: 10/27/2025 | DESIGNED: TJP | DRAWN: TJP | CHECKED: TJP | SCALE: AS SHOWN

SHEET No.: C2.0

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P:\BRAINERD\BATTHAESER\BRAGGING\CIVIL\02_CAD\DETAILS\BRAGDET01.DWG 12/17/2025 11:28 AM

DEMOLITION & SITE PREPARATION PLAN NOTES:

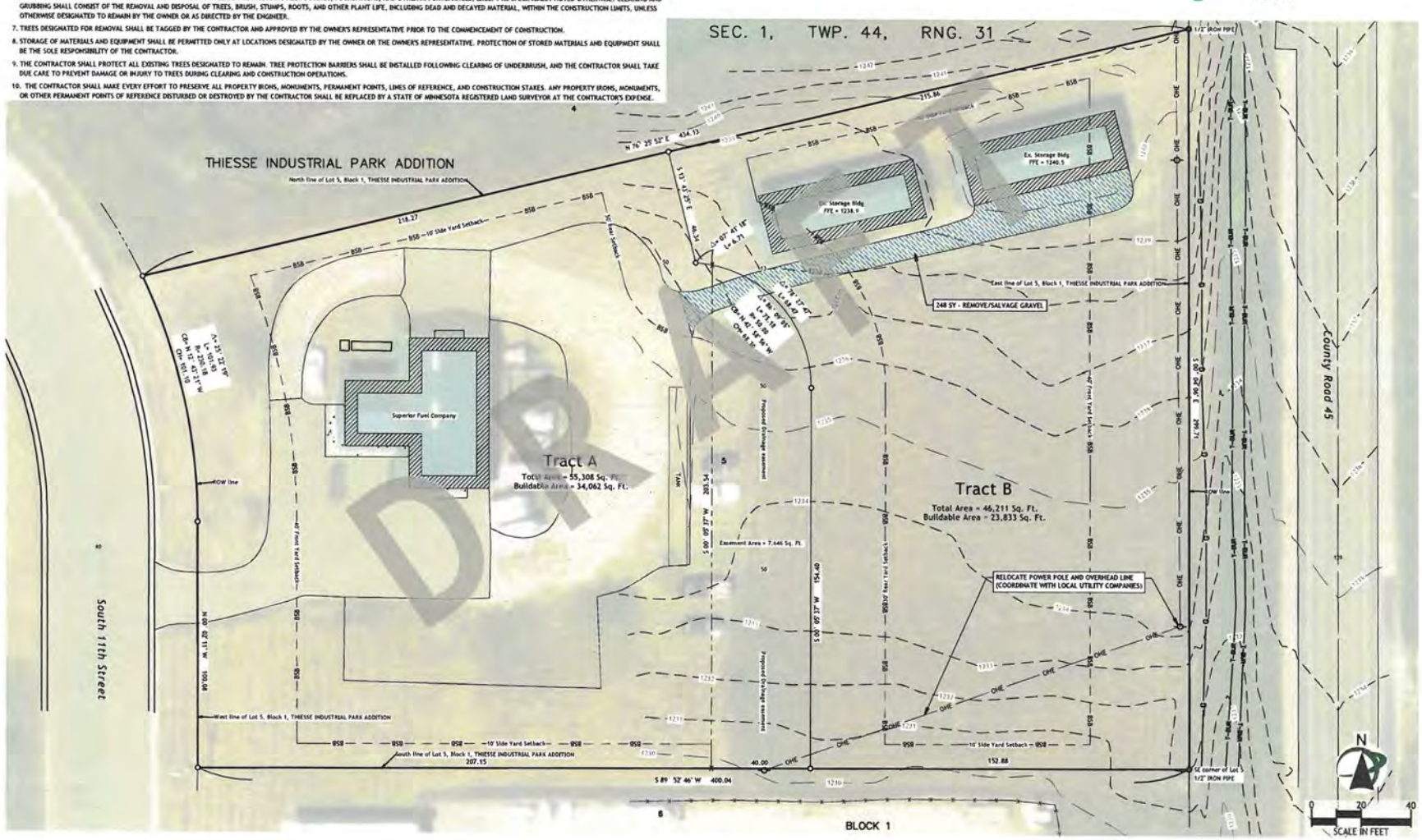
1. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WORK MATCHES EXISTING CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REMOVING ANY EXISTING SITE FEATURES AND APPURTENANCES REQUIRED TO ACCOMPLISH THE CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ALL COSTS NECESSARY TO RESTORE SUCH ITEMS IF THEY ARE SCHEDULED TO REMAIN AS PART OF THE FINAL SITE IMPROVEMENTS. REFER TO THE PLANS TO DETERMINE EXTENTS OF EXCAVATION AND DEMOLITION AND THE LOCATION OF THE PROPOSED SITE IMPROVEMENTS.
3. THE OWNER RESERVES THE RIGHT TO REVIEW ALL MATERIALS DESIGNATED FOR REMOVAL AND TO RETAIN OWNERSHIP OF SUCH MATERIALS. IF THE OWNER RETAINS ANY MATERIAL, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO REMOVE SUCH MATERIALS FROM THE SITE AT NO ADDITIONAL COST TO THE OWNER.
4. UNLESS SPECIFICALLY NOTED TO BE SAVED, STOCKPILED, REUSED, OR RELOCATED, ALL SITE FEATURES DESIGNATED FOR REMOVAL SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING FOOTINGS, ATTACHMENTS, BASE MATERIAL, AND APPURTENANCES, AND SHALL BE TRANSPORTED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER AT AN APPROVED DISPOSAL FACILITY AT NO COST TO THE OWNER.
5. ALL EXISTING SITE FEATURES DESIGNATED TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. ANY FEATURES DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.
6. ALL ITEMS DESIGNATED FOR REMOVAL SHALL BE REMOVED TO FULL DEPTH, INCLUDING ALL FOOTINGS, FOUNDATIONS, AND OTHER APPURTENANCES, EXCEPT AS SPECIFICALLY NOTED OTHERWISE. CLEARING AND GRUBBING SHALL CONSIST OF THE REMOVAL AND DISPOSAL OF TREES, BRUSH, STUMPS, ROOTS, AND OTHER PLANT LIFE, INCLUDING DEAD AND DECAYED MATERIAL, WITHIN THE CONSTRUCTION LIMITS, UNLESS OTHERWISE DESIGNATED TO REMAIN BY THE OWNER OR AS DIRECTED BY THE ENGINEER.
7. TREES DESIGNATED FOR REMOVAL SHALL BE TAGGED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
8. STORAGE OF MATERIALS AND EQUIPMENT SHALL BE PERMITTED ONLY AT LOCATIONS DESIGNATED BY THE OWNER OR THE OWNER'S REPRESENTATIVE. PROTECTION OF STORED MATERIALS AND EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES DESIGNATED TO REMAIN. TREE PROTECTION BARRIERS SHALL BE INSTALLED FOLLOWING CLEARING OF UNDERBRUSH, AND THE CONTRACTOR SHALL TAKE DUE CARE TO PREVENT DAMAGE OR INJURY TO TREES DURING CLEARING AND CONSTRUCTION OPERATIONS.
10. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PRESERVE ALL PROPERTY IRONS, MONUMENTS, PERMANENT POINTS, LINES OF REFERENCE, AND CONSTRUCTION STAKES. ANY PROPERTY IRONS, MONUMENTS, OR OTHER PERMANENT POINTS OF REFERENCE DISTURBED OR DESTROYED BY THE CONTRACTOR SHALL BE REPLACED BY A STATE OF MINNESOTA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

DEMOLITION ITEMS LEGEND:

- REMOVAL AREA
- SAWING PAVEMENT LINE
- SAWING (FULL-DEPTH) EDGE

DEMOLITION ITEMS LEGEND:

- CLEAR & GRUB AREA
- CLEAR & GRUB SINGLE TREE
- PROTECT ITEM
- RELOCATE ITEM
- REMOVE ITEM
- SALVAGE ITEM



DRAFT

NO.	REVISION	DATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: TONY KUHL LIC. NO.: 59508 DATE:

PROJECT NO.: BRA024401

KRAMER LEAS DELTO

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN

EXISTING CONDITIONS & REMOVALS

DATE: FEB 02 2026 | DESIGNED: TJP | DRAWN: TJP | CHECKED: TJP | SCALE: AS SHOWN

SHEET No.: C3.0

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SITE PLAN NOTES:

1. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WORK CONNECTS TO OR MATCHES EXISTING IMPROVEMENTS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INCLUDING CITY AND/OR COUNTY BUILDING OR LAND USE PERMITS, THE MPCA CONSTRUCTION STORMWATER GENERAL PERMIT, AND ANY REQUIRED DEPARTMENT OF LABOR AND INDUSTRY (DOLI) PLAN REVIEWS, FROM THE APPROPRIATE AUTHORITIES, DEPARTMENTS, AND/OR AGENCIES HAVING JURISDICTION PRIOR TO COMMENCING WORK.
3. STREET WIDTHS SHOWN ARE MEASURED FROM EDGE OF BITUMINOUS PAVEMENT TO EDGE OF BITUMINOUS PAVEMENT.
4. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES, AND TESTING SHALL CONFORM TO THE *2025 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA* STANDARD SPECIFICATIONS, INCLUDING:
   - SECTION 2600 - TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION
   - SECTION 2611 - WATERMAIN AND SERVICE LINE INSTALLATION
   - SECTION 2621 - SANITARY SEWER AND STORM SEWER INSTALLATION
5. WORK SHALL ALSO CONFORM TO THE *2025 EDITION OF THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION* AND THE *MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY (DOLI) 2020 MINNESOTA PLUMBING CODE*. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE PROCEDURES.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EARTHWORK QUANTITIES UPON WHICH THE CONTRACTOR'S BID IS BASED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES, INCLUDING BUT NOT LIMITED TO BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS, AND LIGHTING, AS NECESSARY TO CONTROL TRAFFIC. PLACEMENT OF TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPLICABLE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
8. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY, COUNTY, OR STATE, AS APPLICABLE.

SITE PLAN LEGEND:

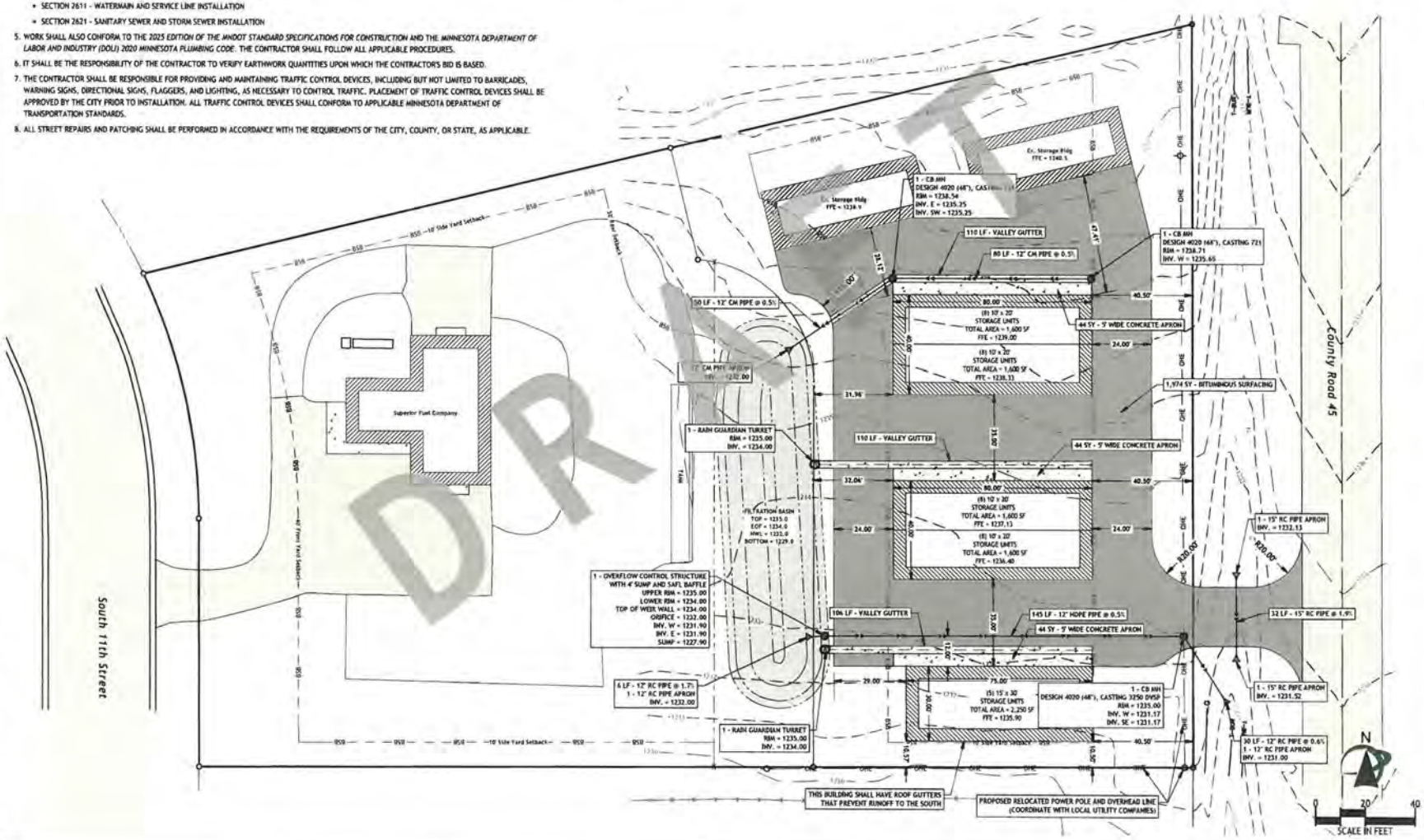
- PROPOSED STORM SEWER PIPE
- PROPOSED PIPE APRON
- PROPOSED STORM SEWER STRUCTURE

SITE PLAN LEGEND:

- PROPOSED BUILDING
- PROPOSED BITUMINOUS SURFACING
- PROPOSED STORMWATER BASIN
- PROPOSED VALLEY GUTTER

PROPERTY ADDRESS: 2602 11TH ST SE, BRAINERD, MN 56401
PARCEL ID: 41010555
LOT AREA: 46,211 SF (1.06 ACRES)

EXISTING IMPERVIOUS: 4,981 SF (10.8%)
PROPOSED IMPERVIOUS: 31,676 SF (68.5%)



NO.	REVISION	DATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: TOM FOHL — LIC. NO.: 50606 — DATE:

PROJECT NO.: BRAIN24001

KLD ENGINEERING, P.A.

DATE: FEB 02 2026
DESIGNED: TJF
CHECKED: TJF
SCALE: AS SHOWN

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN

SITE PLAN

SHEET No.: C4.0

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GRADING PLAN NOTES:

1. BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL COMPLY WITH THE APPROVED EROSION CONTROL PLAN AND PERMIT REQUIREMENTS.
2. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH-DISTURBING ACTIVITIES.
3. THE CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS RESULTING FROM EARTH-MOVING OPERATIONS.
4. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WORK MATCHES EXISTING CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
5. UNLESS OTHERWISE NOTED, SPOT ELEVATIONS SHOWN ARE TO FINISHED GRADE. SPOT ELEVATIONS AT CURB LOCATIONS ARE TO FLOWLINE.
6. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES, AND TESTING SHALL CONFORM TO THE 2025 *EDITION OF THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION*. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE PROCEDURES.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EARTHWORK QUANTITIES UPON WHICH THE CONTRACTOR'S BID IS BASED.
8. ALL ADJACENT STREETS SHALL BE CLEANED DAILY WITH A PICKUP BROOM AS A RESULT OF CONSTRUCTION OPERATIONS OR AS DIRECTED BY THE CITY, COUNTY, OR STATE, AS APPLICABLE.

EXISTING SURFACE GRADE LEGEND:

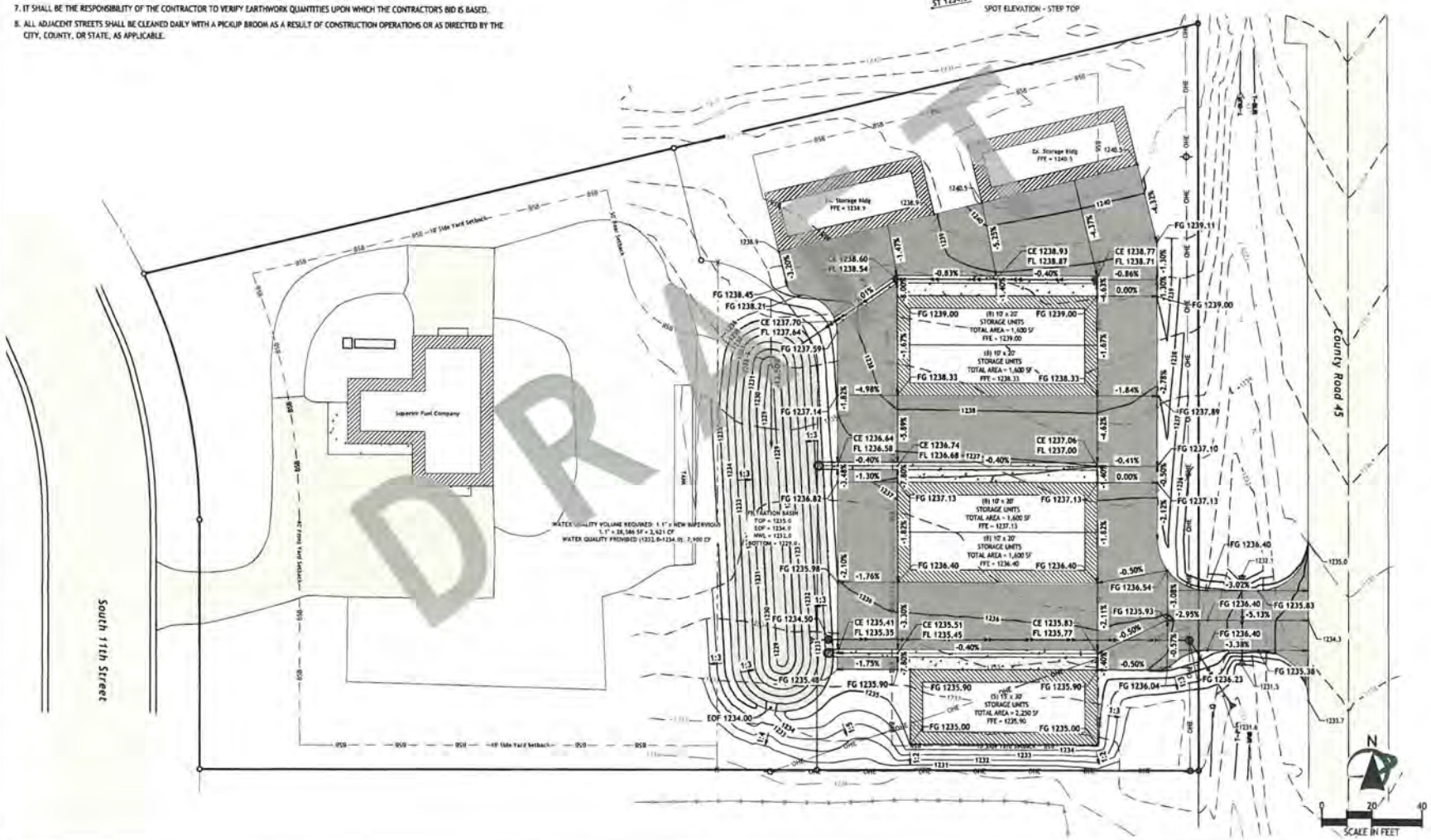
- 1235 — MAJOR CONTOUR LINE
- 1234 — MINOR CONTOUR LINE
- 2:1 — SLOPE - RUN (H) : RISE (V)
- 12.3% — SLOPE - PERCENTAGE
- 1234.5 — SPOT ELEVATION

PROPOSED SURFACE FINISH GRADE LEGEND:

- FG 1234.56 — SPOT ELEVATION - FINISH GRADE
- BE 1234.56 — SPOT ELEVATION - BITUMINOUS TOP
- CE 1234.56 — SPOT ELEVATION - CONCRETE TOP
- TC 1234.56 — SPOT ELEVATION - TOP BACK CURB
- FL 1234.56 — SPOT ELEVATION - CURB FLOWLINE
- SB 1234.56 — SPOT ELEVATION - STEP BOTTOM
- ST 1234.56 — SPOT ELEVATION - STEP TOP

PROPOSED SURFACE FINISH GRADE LEGEND:

- 1235 — MAJOR CONTOUR LINE
- 1234 — MINOR CONTOUR LINE
- 2:1 — SLOPE - RUN (H) : RISE (V)
- 12.3% — SLOPE - PERCENTAGE



BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN
GRADING PLAN

DATE: FEB 07 2026
DESIGNED: TJP
CHECKED: TJP
SCALE: AS SHOWN

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE: TODD EIDEL LIC. NO.: 56008 DATE:
PROJECT NO.: BSAM2601

KLD ENGINEERING, P.A.

NO. | REVISION | DATE

SHEET No.: C5.0

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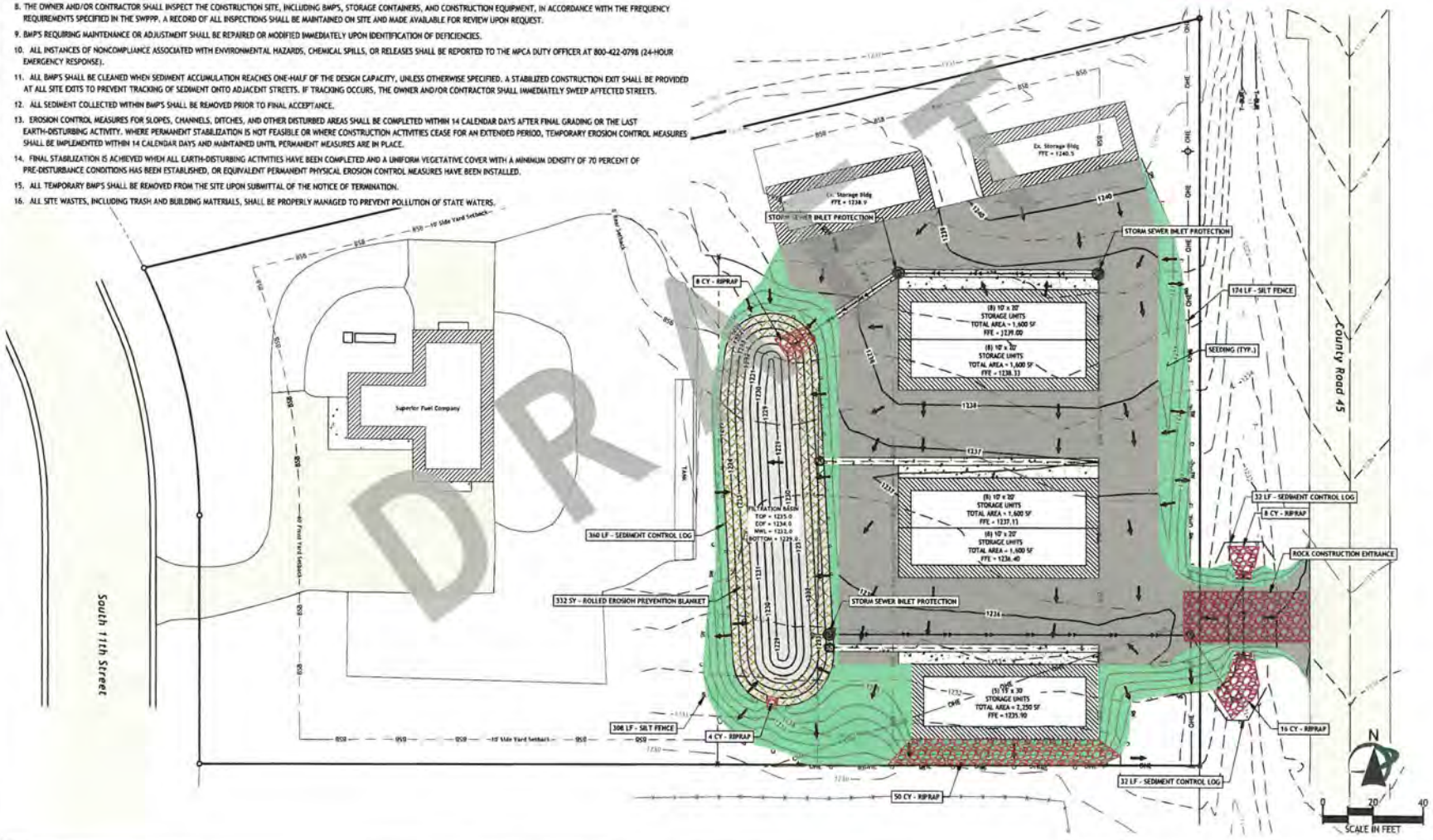
EROSION CONTROL PLAN NOTES:

1. BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH-DISTURBING ACTIVITIES.
2. STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL NOT CAUSE, HAVE THE REASONABLE POTENTIAL TO CAUSE, OR MEASURABLY CONTRIBUTE TO AN EXCEEDANCE OF ANY APPLICABLE WATER QUALITY STANDARD.
3. CONSTRUCTION SHALL BE PHASED TO LIMIT EARTH-DISTURBING ACTIVITIES (I.E., THE ENTIRE PROJECT SITE SHALL NOT BE DISTURBED IF CONSTRUCTION IS OCCURRING IN ONLY ONE SECTION).
4. SEDIMENT RESULTING FROM ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER PRIOR TO DISCHARGE FROM THE CONSTRUCTION SITE.
5. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS SHALL INCLUDE SECONDARY CONTAINMENT OR EQUIVALENT PROTECTION TO CONTAIN SPILLS AND PREVENT RELEASES TO STATE WATERS.
6. A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND SITE MAPS SHALL BE AVAILABLE AT ALL TIMES AT THE CONSTRUCTION SITE.
7. THE SWPPP AND SITE MAPS SHALL BE CONTINUOUSLY UPDATED TO REFLECT NEW OR REVISED BEST MANAGEMENT PRACTICES (BMP'S) RESULTING FROM CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE CONSTRUCTION SITE.
8. THE OWNER AND/OR CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE, INCLUDING BMPS, STORAGE CONTAINERS, AND CONSTRUCTION EQUIPMENT, IN ACCORDANCE WITH THE FREQUENCY REQUIREMENTS SPECIFIED IN THE SWPPP. A RECORD OF ALL INSPECTIONS SHALL BE MAINTAINED ON SITE AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
9. BMP'S REQUIRING MAINTENANCE OR ADJUSTMENT SHALL BE REPAIRED OR MODIFIED IMMEDIATELY UPON IDENTIFICATION OF DEFICIENCIES.
10. ALL INSTANCES OF NONCOMPLIANCE ASSOCIATED WITH ENVIRONMENTAL HAZARDS, CHEMICAL SPILLS, OR RELEASES SHALL BE REPORTED TO THE MPCA DUTY OFFICER AT 800-422-0798 (24-HOUR EMERGENCY RESPONSE).
11. ALL BMP'S SHALL BE CLEANED WHEN SEDIMENT ACCUMULATION REACHES ONE-HALF OF THE DESIGN CAPACITY, UNLESS OTHERWISE SPECIFIED. A STABILIZED CONSTRUCTION EXIT SHALL BE PROVIDED AT ALL SITE EXITS TO PREVENT TRACKING OF SEDIMENT ONTO ADJACENT STREETS. IF TRACKING OCCURS, THE OWNER AND/OR CONTRACTOR SHALL IMMEDIATELY SWEEP AFFECTED STREETS.
12. ALL SEDIMENT COLLECTED WITHIN BMPS SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
13. EROSION CONTROL MEASURES FOR SLOPES, CHANNELS, DITCHES, AND OTHER DISTURBED AREAS SHALL BE COMPLETED WITHIN 14 CALENDAR DAYS AFTER FINAL GRADING OR THE LAST EARTH-DISTURBING ACTIVITY. WHERE PERMANENT STABILIZATION IS NOT FEASIBLE OR WHERE CONSTRUCTION ACTIVITIES CEASE FOR AN EXTENDED PERIOD, TEMPORARY EROSION CONTROL MEASURES SHALL BE IMPLEMENTED WITHIN 14 CALENDAR DAYS AND MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE.
14. FINAL STABILIZATION IS ACHIEVED WHEN ALL EARTH-DISTURBING ACTIVITIES HAVE BEEN COMPLETED AND A UNIFORM VEGETATIVE COVER WITH A MINIMUM DENSITY OF 70 PERCENT OF PRE-DISTURBANCE CONDITIONS HAS BEEN ESTABLISHED, OR EQUIVALENT PERMANENT PHYSICAL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
15. ALL TEMPORARY BMPS SHALL BE REMOVED FROM THE SITE UPON SUBMITTAL OF THE NOTICE OF TERMINATION.
16. ALL SITE WASTES, INCLUDING TRASH AND BUILDING MATERIALS, SHALL BE PROPERLY MANAGED TO PREVENT POLLUTION OF STATE WATERS.

EROSION CONTROL ITEMS LEGEND:

- ARROW - SURFACE DRAINAGE DIRECTION
- SEDIMENT CONTROL LOG - GENERIC
- SILT FENCE - TYPE MS
- SEEDED AREA
- ROLLED EROSION PREVENTION BLANKET
- RIPRAP



DRAFT

NO.	REVISION	DATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: _____ TYPED/PRINTED NAME: JOSEPH R. ROHL LIC. NO.: 56608 DATE:

PROJECT NO.: BRAIG2601

KLD ENGINEERING, P.A.

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN

DATE: FEB 03 2026
DESIGNED: TAP
DRAWN: TAP
CHECKED: TAP
SCALE: AS SHOWN

EROSION CONTROL PLAN

SHEET No.: C6.0

© 2026 KRAMER LEAS 20140

© 2024 KRAMER LEAS DELEO

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7/22/2024 11:26 AM

General Construction Activity Information

- Project Name: Brainerd Storage Units
- Project Location: Crow Wing County, Minnesota (Section 01, Township 44, Range 31 West).
  Latitude/Longitude: 46.328195 / -94.149361
- Existing Site Description: The existing site consists of a developed parcel on 11th St S in Brainerd, MN. Vegetation consists of native grass and deciduous trees. There is not a wetland on site.

Proposed Site Description: Construct bituminous surface to service 3 new storage building. Underground utility construction consists of storm sewer. Site runoff will be discharged to the proposed onsite filtration basin via swales and sewer.

Total acres to be disturbed: 0.79 acres

Pre-construction acres of impervious surface: 0.11 acres

Post-construction acres of impervious surface: 0.74 acres

Total new impervious surface acres: 0.63 acres

Types of Construction included in project:

- stripping of topsoil
- construction of erosion/sediment control devices
- common excavation
- underground utility installation (storm sewer)
- bituminous surfacing
- concrete surfacing
- turf restoration

Types of Activities not intended for site:

- fuel and chemical loading and unloading operations
- vehicle and equipment washing
- Engine degreasing (not allowed)

Anticipated Dates of Construction: April 2026 - June 2026

Receiving Waters

Receiving public waters located within 1 mile of the project boundary are identified in the table below.

Name of Water Body	Type	Special Water	Impaired Water
Little Buffalo Creek	Stream	No	Yes

The existing site discharge is to a natural onsite low area.

Unique Stormwater Management Features: N/A

Outstanding Resource Value Waters (ORVW's): There are no known outstanding resource value waters within 1 mile of the project boundary.

Calcareous Fens: There are no known calcareous fens within 1 mile of the project boundary.

Wetland Impacts: None

Environmentally Sensitive Areas

There are no known environmentally sensitive areas within the limits of construction.

Archaeological, Historical, and Architectural Resources

There are no known archaeological, historical, and architectural resources within 1 mile of the project boundary

Endangered & Threatened Species Review

There are no known endangered and threatened species within 1 mile of the project boundary.

Project Plans and Specifications

Attached site maps and/or plan sheets depict the following features:

- The project location and construction limits.
- Existing and final grades, including dividing lines and direction of flow for all pre and post-construction stormwater runoff drainage areas located within the project limits.
- Soil types at the site.
- Locations of impervious surfaces.
- Locations of areas not to be disturbed (e.g., buffer zones, wetlands, etc.).
- Steep slope locations.
- Locations of areas where construction will be phased to minimize duration of exposed soils.
- Portions of the site that drain to a public water with DNR work in water restrictions for fish spawning timeframes.
- Locations of all temporary and permanent erosion and sediment control best management practices (BMP's).
- Location of potential pollution-generating activities identified in Section 12 of the permit.
- Standard details for erosion and sediment control BMPs to be installed at the site.

Estimated Erosion Prevention and Sediment Control Quantities

Item Description	Unit of Measure	Estimated Quantity
Turf Establishment	Acres	0.19
Silt Fence	Linear Feet	482
Sediment Control Log	Linear Feet	424
Rolled Erosion Prevention Blanket	Square Yards	332
Riprap Cl. III	Cubic Yards	66
Storm Sewer Inlet Protection	Each	3
Construction Entrance	Each	1

Project Contacts

- Owner:
  Thompson Properties of Brainerd LLC
  1212 Industrial Park Rd SW
  Brainerd, MN 56401
- Contractor - TBD
- SWPPP Preparer
  Kramer Leas Deleo, P.C. (KLD)
  Mackenzie Willard
  320-259-1266
  m.willard@kldland.com
  Design of Construction SWPPP - University of Minnesota (Exp. May 31, 2026)
- SWPPP Supervisor & Installer - TBD

Temporary and Permanent Erosion Control Practices:

BMP's proposed for temporary and permanent erosion control are shown on the erosion control plan sheets and are further identified as follows:

- Temporary Erosion Control Methods: All disturbed soil areas shall be temporarily mulched with Type 1 mulch within 7 days if the area is not being actively worked. Temporary seed mix 25-151 at a rate of 100 lbs/ac of Pure Live Seed shall be used only in cases where disturbed soil areas are anticipated to remain unworked in excess of 7 days prior to placement of Type 1 mulch.
- Permanent Erosion Control Methods: Permanent erosion control will be achieved by using Seed Mixture 25-131 at a rate of 229 lbs/ac of Pure Live Seed, Type 2 Fertilizer with a composition of 0-15-20 at a rate of 200 lbs/ac, and Hydraulic Soil Stabilizer, Type S at a rate of 3900 lbs/ac on all disturbed construction areas.
- Temporary Sediment Control Methods: Silt fence or windrowed topsoil will be used as the primary control. Biorolls will be used as secondary control along each side of roadway at all low points and areas of high velocity drainage to prevent sediment from draining off roadway. Rock construction entrances shall be placed at all locations construction vehicles will be exiting the project area.

Permanent Stormwater Treatment System

The permanent stormwater treatment system consists of a proposed onsite wet sedimentation basin that serves the site. It is designed to filtrate 1.1" over new impervious surfaces.
Drainage Computations: computations are kept on file with the SWPPP designer, Kramer Leas Deleo.

Construction Notes

Construction shall be governed by the MnDOT spec book (current edition) and the project manual. The owner/contractor shall keep and maintain the inspection and maintenance records.

Timing of BMP Installation

The erosion prevention and sediment control BMP's shall be installed as necessary to minimize erosion from disturbed surfaces and capture sediment on site and shall meet the NPDES permit part iv construction activity requirements.

Sequence of Construction Activities

Major construction activities that are subject to the SWPPP are shown below in the expected commencement order. This order does not necessarily imply that one activity will be complete before the next one begins. This order may be modified for site conditions. All activities shall be noted on the site map with start and end dates:

1. Install temporary erosion control as shown on the plans.
2. Construct infiltration basins.
3. Conduct site grading.
4. Temporarily seed disturbed areas within 14 days.
5. Complete permanent stabilization
6. Submit notice of termination (NOT)

*Avoid construction traffic in infiltration areas.

SWPPP Amendments

Amendment No.	Description	Date
1.		
2.		
3.		
4.		

General Construction Activity Requirements

1. The contractor will need to identify an erosion control supervisor in good standing who will be knowledgeable, trained and experienced in the application of erosion prevention and sediment control best management practices.
2. The erosion control supervisor will work with the project engineer to oversee the implementation of the SWPPP, and the installation, inspection, and maintenance of the erosion prevention and sediment control bmp's before and during construction.
3. The general contractor is responsible to comply with parts b, part ii.c, and part iv of the construction stormwater permit.
4. The contractor will develop a chain of command with all operators on the site to ensure that the SWPPP will be implemented and stay in effect until the construction project is complete, the entire site has undergone final stabilization, and a notice of termination (not) has been submitted to the MPCA.
5. The contractor will prepare a written weekly schedule of proposed erosion control activities for the project engineers' approval as per MnDOT spec. 1717.3d.
6. The contractor will prepare and submit a site plan for the project engineer's approval as per MnDOT spec. 1717.a for work in critical areas as identified on the plans or as requested by the project engineer.
7. All erosion control measures shall be in place prior to any removal work and/or disturbing activities and shall be maintained until the potential for erosion has been eliminated.
8. All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased.
   a. In some instances, this may require stabilization to occur more than once during the project schedule.
9. Work in drainage swales or the normal wetted perimeter of any surface water will require stabilization within 24 hours of connection. These areas will include all areas that drain water within 200 linear feet from the property edge or point of discharge to any surface water.
10. Outlets into surface waters shall be stabilized with energy dissipation within 24 hours.
11. All areas not being worked for a period of 14 days or more shall be temporarily stabilized according to the plans to prevent silt loss.
12. Ditches and exposed soils must be kept in a smooth rough graded condition to be able to apply erosion control mulches and blankets.
13. All exposed soil areas will be stabilized prior to the onset of winter. Any work still being performed will be snow mulched, seeded, or blanketed.
14. Sediment control devices must be established on all down gradient perimeters before any up-gradient land activities begin. The timing of the installation of the sediment control devices can be adjusted to accommodate short-term activities such as clearing and grubbing, or passage of vehicles. Any short-term activity must be completed as quickly as possible, and the sediment control devices must be installed immediately after the activity is completed or prior to the next rainfall event.
    A. Silt fence shall be installed so that it follows as close as possible to a single contour to capture overland, low-velocity sheet flows down gradient of all exposed soils and prior to discharging to surface waters with the silt fence J-hooked at a maximum of 100-foot intervals and shall contain no more than 1/4 acre of drainage area.
    B. Install temporary sediment basin where 10 or more acres drain to a common area. Provide storage equal to a 2-yr 24-hr storm for the area drained, and not less than 1800 cubic feet of storage below the outlet per acre drained to the basin. Provide perforated outlet pipe wrapped with filter fabric and covered with crushed gravel. Install stabilized emergency overflow and provide energy dissipation for basin outlet.
    C. Ditch checks will be installed as indicated on the plans during all phases of construction. Temporary ditch checks will consist of using rock ditch checks and rock wrappers in front of culvert inlets. Biorolls will be installed during permanent turf establishment at the intervals identified in the plan or by the engineer.
    D. Sediment damage from stockpiles will be minimized by placing a row of silt fence a feet from the toe.
    E. All exposed stockpiles left for a period of 14 days shall be temporarily stabilized.
15. Street surfaces shall be swept within 24 hours of discovery of sediment or tracking with a vacuum operated bristle sweeper. No open broom sweepers allowed.
16. Storm sewer inlets will be protected with the appropriate bmp's for each specific phase of construction.
17. The contractor will comply with the requirements regarding pollution prevention management during construction, which will include providing:
    A. Concrete washout facilities/ processes
    B. Solid waste collection and removal
    C. Secondary containment
    D. Hazardous waste storage containers and spill kits
    E. Licensed sanitary waste management handler for disposal of sanitary waste; portable toilets must be secure
    F. The following telephone numbers are provided for assistance to the contractors and are not necessarily comprehensive; it is the responsibility of the individual contractor to make sure of proper notification.
    Poison Control (800) 222-1222
    24 Hour Spill Emergency (800) 422-0798
    MPCA NPDES Permit Contact:
18. Dewatering or basin draining activities of turbid, or sediment laden water will be discharged to temporary sediment basins whenever possible. In the event that it is not possible to discharge the sediment laden water to a temporary sediment basin, the water must be treated so that it does not adversely affect receiving waters or downstream landowners.
19. The contractor will need to provide an erosion control supervisor who can inspect the site for NPDES permit compliance. Maintenance of all best management practices (bmp's) will be required as set forth in the previously named sections. The erosion control supervisor will need to assist the owner with routine inspections of the entire construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. The following will be maintained on site with the SWPPP:
    A. Date and time of inspections
    B. Name of person conducting inspections
    C. Corrective actions taken
    D. Date and amount of all rainfall events greater than 0.5 inches in 24 hours
    E. Documents and changes made to the SWPPP
    F. Maintenance activities
20. Maintenance will be performed within a period of 24 hours from a rainfall event or when the following occur:
    A. Silt fence becomes nonfunctional, or sediment reaches 1/3 the height of the fence.
    B. Inlet devices become nonfunctional, or sediment reaches 1/3 the height or depth of the device.
    C. Temporary sediment basin reaches 1/2 its storage volume
    D. Tracked sediment is discovered on offsite paved roads

DRAFT

NO.	REVISION	DATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE _____ TYPED/PRINTED _____ LIC. NO. 56406 DATE 7/22/2024

PROJECT NO.: BRAN2601

KLD KRAMER LEAS DELEO
ENGINEERING • SURVEYING • PLANNING

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN

SWPPP

DATE: FEB 02 2024 | DESIGNED: TJP | CHECKED: TJP | SCALE: AS SHOWN

SHEET No.: C7.0

WEB SOIL SURVEY

MAP LEGEND

MAP INFORMATION

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
[illegible]	Braemar-Arvilla complex, 4 to 8 percent slopes	2.6	100.0%
Totals for Area of Interest		2.6	100.0%

MPCA IMPAIRED WATERS SEARCH

DRAFT

NO:	REVISION	DATE:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: TROY POHL LIC. NO.: 50008 DATE:

PROJECT NO.: BRAIG2401

KRAMER LEAS DELLO

BRAINERD STORAGE UNITS
THOMPSON PROPERTIES OF BRAINERD, LLC
SEC. 01, TWN. 44 N., RGE. 31 W.
BRAINERD, CROW WING COUNTY, MN

SWPPP

DATE: FEB 03 2026
DESIGNED: TJP
CHECKED: TJP
SCALE: AS SHOWN

SHEET No.: C7.1

© 2026 KRAMER LEAS DELLO

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NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Kathy Thompson on behalf of Superior Fuel Co has submitted a variance request for 2602 11th St SE., Brainerd, MN 56401. This property is located in the GI (General Industrial) Zoning District. The purpose of this request is to subdivide the property. Ms. Thompson would like to develop the eastern section of the property for mini storage. The variance request is to reduce the rear yard setback requirements for an existing building due to the setback requirements of an existing fuel storage tank.

The property included in this application is described as:

PID 41010555
LOT 5 BLOCK 1 THIESSE INDUSTRIAL PARK ADDITION

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

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, February 18th, 2026 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the variance request.

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

Dated this 28th day of January, 2026

James Kramvik
Community Development Director

Publication Date: January 31st, 2026

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Resolution - Imp 25-06 - 2026 Resurfacing Projects - Receive Feasibility Report and Call for PH

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Attached to this item is the Feasibility Report for Improvement 25-06 - 2026 Resurfacing Projects prepared by WSB. Staff is recommending that Council adopt the attached resolution that receives the report as well as calls for a public hearing to hear public testimony on the improvement.

Further, there are two items that were included in the Feasibility Report in which staff is requesting Council direction.

1. With a goal to evaluate options to alleviate on-street parking during youth baseball tournaments, staff and WSB evaluated the potential to include conversion of parallel parking stalls on Pine Street adjacent to the north side of Jaycees Park into angled parking stalls. This would require some street widening to accomplish this work. There is currently 10 parallel parking stalls in the area proposed. The angled parking option would replace with 12 parking stalls, netting an additional 2 stalls. At the estimated cost of $43,930.73, staff would not recommend inclusion of this option in the plans.
2. Dal Mar Drive and Circle has two potential options. One would be to simply overlay a new layer of pavement on top of the existing surface. This can take advantage of remaining structure and provide additional drainage improvements. However, according to the Special Assessment Policy, overlays are assessed at a cost of 100%. The other option would be to fully remove and replace the 2-inch thick pavement. This option would allow for any repairs of questionable subbase. However, the final overall pavement section would be less than the previous option. In this option as a resurfacing, the Special Assessment Policy prescribes this work to be assessed at a cost of 50%. Based on the conditions and costs, staff would recommend the latter option to fully remove the 2-inch pavement and replace with a new 2-inch pavement section.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Staff present the feasibility report and respond to any questions that the City Council may have about the project at the meeting. WSB and City staff will be hosting an Informational Meeting with residents at City Hall ahead of the public hearing to go over the project scope, answer questions, and collect

input.

The attached resolution calls for a public hearing on the proposed improvement to be held at the Council meeting on April 6th at 7:30 p.m. A notice of the hearing would be appropriately published and notices mailed to all property owners affected by potential assessments.

RECOMMENDED ACTION/MOTION

1. Adoption of the resolution receiving the attached Feasibility Report and calling for the public hearing on the proposed improvement to be held on April 6th at 7:30 p.m.
2. Motion to direct staff on the two alternative options:
    1. No inclusion of additional Pine Street angled parking stalls
    2. Dal Mar Drive and Circle to be resurfaced, removing and replacing the pavement section.

FINANCIAL IMPACT

N/A

R E S O L U T I O N
NO._____

RESOLUTION RECEIVING FEASIBILITY REPORT
CALLING HEARING ON IMPROVEMENT 25-06
2026 RESURFACING PROJECT

WHEREAS, a report has been prepared by the City Engineer with reference to the proposed 2026 Resurfacing Project, including the following improvements:

Street Resurfacing
Spruce Drive – Buffalo Hills Lane to South 6th Street
Graydon Avenue – Woodcrest Road to Birchridge Drive
Hillcrest Drive – Buffalo Hills Lane to Dead End
Pine Street – SE 16th Street to Walnut Street
Dal Mar Drive – 8759 Dal Mar Drive to Dead End
Dal Mar Circle – Dal Mar Drive to Dead End
South 11th Street – Thiesse Drive to Industrial Park Road (CR 117)

by resurfacing streets, spot curb and gutter repair, adjusting storm and sanitary sewer castings, storm sewer replacement, and adjusting water valves.

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property and properties directly served via these streets for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of $850,525.86.

2. A Public Hearing shall be held on such proposed improvement on the 6th day of April 2026, in the Council Chambers of the City Hall at 7:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this 2nd day of March 2026

MIKE O'DAY
President of the Council

Approved this 3rd day of March 2026

DAVE BADEAUX
Mayor

ATTEST:
NICHOLAS W. BROYLES
City Administrator

FEASIBILITY REPORT

BRAINERD 2026 RESURFACING PROJECT

BRAINERD | CROW WING COUNTY| MINNESOTA

February 24, 2026

Prepared for:

City of Brainerd

501 Laurel Street

Brainerd, MN 56401

WSB PROJECT NO. 032368-000

February 24th, 2026

Honorable Mayor and City Council
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: Feasibility Report
2026 Resurfacing Project
City of Brainerd, MN
WSB Project No. 032368-000

Dear Honorable Mayor and City Council Members:

Attached for your review is a feasibility report which addresses improvements associated with the 2026 Resurfacing Project.

The project is proposed to be locally funded and will be assessed to benefiting properties in accordance with Minnesota Statute 429 and the City's Assessment Policy.

We would be happy to discuss this report with you at your convenience. Please contact me at 218.855.9659 if you have any questions or concerns.

Sincerely,

WSB

Ethan Youso
Project Manager

Attachments

jsc

14275 GOLF COURSE DRIVE SUITE 210 BAXTER, MN 56401 218.824.3960 WSBENG.COM

Table of Contents

Letter of Introduction

Table of Contents

Certification

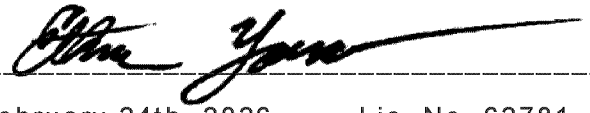
1. Executive Summary 1
2. Introduction 2
   2.1 Authorization 2
   2.2 Scope 2
   2.3 Data Available 2
   2.4 Project History 2
3. Existing Conditions 3
   3.1 Street 3
   3.2 Storm Sewer (Drainage) 3
   3.3 Sanitary Sewer 4
   3.4 Water Main 4
   3.5 Private Utilities 4
4. Proposed Improvements 5
   4.1 Street 5
   4.2 Storm Sewer (Drainage) 5
   4.3 Sanitary Sewer 5
   4.4 Water Main 5
   4.5 Parking Improvements 5
   4.5 Right-of-Way/Easements 6
   4.6 Permits/Approvals 6
   4.7 Construction Access 6
5. Financing 7
   5.1 Opinion of Probable Cost 7
   5.2 Funding 7
6. Project Schedule 9
7. Feasibility and Recommendation 10

Appendix A
Project Location Map
Preliminary Layouts
Typical Sections
Alternate #1 Layout
Alternate #2 Layout
Appendix B
Opinion of Probable Cost
Appendix C
City of Brainerd's Assessment Policy
Appendix D
Assessment Maps and Preliminary Assessment Rolls

Certification Sheet

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

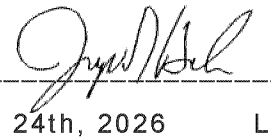
Ethan M. Youso, PE



Date: February 24th, 2026 Lic. No. 62781

Quality Control Review Completed By:

Jupe G. Hale, PE



Date: February 24th, 2026 Lic. No. 42064

1. Executive Summary

The 2026 Resurfacing Project consists of roadway improvements to South Brainerd (Spruce Drive, Graydon Avenue, Hillcrest Drive), Pine Street, Dal-Mar Drive and Circle, and South 11th Street. These improvements will enhance safety for residents, reduce ongoing maintenance efforts, increase property values, and improve the overall infrastructure of the City of Brainerd. A map illustrating the project location is shown in **Appendix A**.

The existing bituminous pavements in the proposed project area are deteriorating and require repair. The proposed scope includes full-depth pavement replacement, mill & overlay, overlay, spot curb replacement, and drainage enhancements at various locations within the proposed project limits.

Installation of a new parking lot for Jaycees Park is an option proposed on Pine Street between SE 16th Street and SE 19th Street. This option is presented for consideration to increase parking availability and to have dedicated off-street parking. Although feasible from an engineering perspective, the improvement and associated benefits may not be worth the cost.

The cost of the 2026 Resurfacing Project, based on the recommended scope of work outside of the proposed alternatives, is estimated at $850,525.86. This includes a 10% contingency and 13% indirect costs. Funding for the project will be locally funded by assessing benefiting properties within the project area.

The proposed project schedule includes construction beginning June 2026, with final completion by August 2026.

The project is feasible, necessary, and cost-effective from an engineering standpoint and should be constructed as proposed herein.

2. Introduction

2.1 Authorization

On October 20th, 2025, the City of Brainerd City Council authorized a feasibility report for the 2026 Resurfacing Project.

2.2 Scope

This feasibility report includes roadway and drainage improvements along the following streets:

- Spruce Drive from Buffalo Hills Lane E to S 6th Street
- Graydon Avenue from Wood Crest Road to Birchridge Drive
- Hillcrest Drive
- Pine Street from SE 16th Street to Walnut Street
- Dal-Mar Drive and Circle
- South 11th Street from Thiesse Drive to Industrial Park Road

2.3 Data Available

Information and materials used in the preparation of this report include the following:

- City of Brainerd Capital Improvement Plan (2025-2034)
- City of Brainerd Assessment Policy
- Crow Wing County GIS – Property Records
- City of Brainerd Record Drawings
- City of Brainerd GIS Records
- Field Observations of the Area and Field Topographic Surveys

2.4 Project History

The 2026 Resurfacing Project is identified in the City's Capital Improvement Plan to address the poor pavement condition of these roadways.

3. Existing Conditions

3.1 Street

The streets included in the project have the following existing conditions:

Existing Conditions					
Street Segment	**From**	**To**	**Existing Street Width**	**Right-of-Way Width**	**Curb**
Spruce Drive	Buffalo Hills Lane E	S 6th Street	32	66	B6-18
Graydon Avenue	Wood Crest Road	Birchridge Drive	28 - 32	50 - 55	B6-18
Hillcrest Drive	N/A	N/A	32	66	Surmountable
Pine Street	SE 16th Street	Walnut Street	32 (Urban) 29 (Rural)	66	B6-18 (Urban) None (Rural)
Dal-Mar Drive & Circle	8759 Dal-Mar Drive	End	22	66	None
South 11th Street	Thiesse Drive	Industrial Park Road	41	80	Surmountable

All the streets within the project are surfaced with bituminous pavement. The streets were originally constructed between 1951 and 2004 with various pavement rehabilitation efforts such as overlays and chip sealing completed from 1997 to 2020.

The existing road section is 2 inches of bituminous pavement for Spruce Drive, Hillcrest Drive, Pine Street, and Dal-Mar Drive & Circle. The existing road section is 3.5 inches of bituminous pavement for Graydon Avenue and South 11th Street. Based on records received from the city, it is assumed that there is approximately 4" of aggregate class 5 for all street segments.

Currently, users of Jaycees Park have no off-street parking options to access the North side of the park. All parking occurs within the traffic lane on Pine Street for sporting events and recreational activities.

There is no existing pedestrian facilities within the proposed project limits.

Concrete curb and gutter exist on all streets excluding the rural section of Pine Street and Dal-Mar Drive & Circle. Generally, the curb and gutter is in satisfactory condition.

3.2 Storm Sewer (Drainage)

Any existing storm sewer within the proposed project area is underneath the roadway and City staff have determined the condition to be satisfactory other than the facilities on Spruce Drive. The storm sewer facilities on the North side of Spruce Drive have been known to backup during storm events in the past. Recent improvements on S 6th Street in 2022 with the installation of a new storm water pond, that connects to the city system, contribute to overwhelming the existing system. The pipe sizes in the system are not large enough to handle flow from larger weather events.

3.3 Sanitary Sewer

Any existing sanitary sewer within the proposed project area is underneath the roadway and City staff have determined the condition to be satisfactory.

3.4 Water Main

Any existing water main within the proposed project area is underneath the roadway and City staff have determined the condition to be satisfactory.

3.5 Private Utilities

Private utilities that have facilities in or near the project area will be notified during the final design phase of the project. They will be requested to coordinate any necessary repairs and replacements as needed at their cost. There are no anticipated conflicts with the proposed improvements. Private utility companies that have facilities within the project area include the following:

- Charter Communications
- Consolidated Telephone
- Consolidated Communications
- TDS Telecommunications
- Crow Wing Power
- Century Link
- Xcel Energy
- Centerpoint Energy
- Minnesota Power
- Brainerd Public Utilities

4. Proposed Improvements

Preliminary layouts are included in **Appendix A**. These layouts outline the proposed improvements on each street. The proposed alternates are also included.

4.1 Street

The proposed roadway improvements on Spruce Drive, Hillcrest Drive, and Pine Street (Urban Section) consist of a 2" full removal and replacement of the bituminous pavement. A 1.5" overlay is proposed for Pine Street (Rural Section) and Dal-Mar Drive & Circle. The surface improvements on Graydon Avenue and South 11th Street include a 2" mill and overlay. Some areas will require a partial reconstruction to rebuild the section so that it is satisfactory to place new pavement on top and drainage issues are addressed. Existing street widths will be maintained. Typical sections are included in **Appendix A**.

To evaluate the potential assessment impacts for properties along Dal-Mar Drive and Dal-Mar Circle, this report includes an alternative pavement improvement option. The alternative (Alternate 1) consists of a 2-inch full removal and replacement of the bituminous pavement rather than the proposed 1.5-inch overlay. Only one of these improvements would be implemented; if the alternative is selected, the overlay would not be constructed. According to the City of Brainerd's Assessment Policy, residents are assessed 50% of the cost for full-depth pavement removal and replacement and 100% of the cost for pavement overlays. Including this alternative allows for a direct comparison of the anticipated assessment amounts for affected residents.

4.2 Storm Sewer (Drainage)

Various drainage improvements are proposed on streets within the project area. Any curb, valley gutter, or driveway apron that is determined to be in poor condition will be removed and replaced accordingly to ensure proper drainage. Manhole castings will be adjusted as needed to match the proposed pavement surface.

Other drainage improvements include:
Spruce Drive – Upsizing of Storm Water Facilities to Handle Larger Flows
Graydon Avenue – Rain Garden Removal
Pine Street – 315' of new curb & gutter proposed on the South side of the rural section of Pine Street from the intersection of SE 19th St to the East in order to improve drainage in the area
Dal-Mar Circle – Constructing Swales at the End of the Cul De Sac for Water Flow
South 11th Street – Partial Reconstruct Near Industrial Park Road to Fix Drainage Issues and Building up a Normal 2% Crown

4.3 Sanitary Sewer

Sanitary sewer manhole castings will be adjusted as needed to match the proposed pavement surface.

4.4 Water Main

Watermain gate valves will be adjusted to match the proposed pavement surface.

4.5 Parking Improvements

As part of the City's initiative to improve parks within City limits, an optional parking lot installation is being considered (Alternate 2) for this project on Pine Street for the Jaycees Park. This is located between SE 16th Street and SE 19th Street. A proposed layout including dimensions, slopes, section information, and more can be found in **Appendix A**.

Currently, on-street parking can hold approximately 10 vehicles. The proposed layout has 12 dedicated off-street parking spaces. The impact to the existing site is minimal with one tree needing to be removed

and the park sign to be relocated to a new location. The parking area would increase safety and accessibility for users of Jaycees Park.

Although this improvement is technically feasible from an engineering standpoint, the City should evaluate whether the anticipated benefits justify both the initial capital investment and ongoing maintenance costs. The proposed improvement would result in an increase of only approximately two parking spaces, and the expanded parking area would require continued snow removal and routine maintenance.

4.6 Right-of-Way/Easements

All proposed improvements are located within the platted right-of-way or within City-Owned property. No permanent easements will be required; temporary easements are not expected to be needed and will be identified during final design.

4.7 Permits/Approvals

The anticipated permits and approvals required from the respective regulatory agencies are listed below:

- MN Pollution Control Agency NPDES……Erosion/Stormwater

4.8 Construction Access

The contractor will be responsible for providing access to properties throughout the project. Signed detours will be required to direct traffic around the construction zones, if needed, and notify users of the construction activity.

5. Financing

5.1 Opinion of Probable Cost

A detailed opinion of probable cost is included in **Appendix B** of this report. The opinion of probable cost is based on projected construction costs for 2026 and includes a 10% contingency and 13% indirect costs. The indirect costs include engineering, legal, and administrative costs associated with the project.

The opinion of probable cost is summarized as follows:

2026 Resurfacing Project Opinion of Probable Cost	
Street Segment	**Estimated Cost**
Spruce Drive	$220,930.82
Graydon Avenue	$108,551.19
Hillcrest Drive	$60,055.55
Pine Street	$164,573.20
Dal-Mar Drive & Circle	$78,333.86
South 11th Street	$218,081.24
Total Base Estimated Cost	**$850,525.86**
Alternate #1: Alternate Pavement Improvement Option	$119,682.26
Alternate #2: Optional Parking Improvements	$43,930.73
Total Optional Estimated Cost	**$935,804.99**

5.2 Funding

Funding for the 2026 Resurfacing Project will be through assessments to benefiting properties. Assessments will be levied to the benefiting properties as outlined in Minnesota Statute 429 and the City's assessment policy. According to the City's Assessment Policy, benefiting owners shall be assessed 50% of the costs associated with street resurfacing on a front foot basis. For overlay improvements, the entire project cost is assessed to abutting properties. If a resident is on a corner lot, the property shall be assessed for improvements on both streets. A side-yard deduction assessment policy is in place to reduce the cost for owners on corner lots for resurfacing projects. A side-yard is defined in the policy as the side of a property lot with the most street frontage. Improvements made to a side-yard street will result in the City paying for the cost of half the side-yard footage with the property owner being assessed the rest.

The City Assessment Policy is included in **Appendix C** and a Preliminary Assessment Roll that shows the proposed properties to be assessed is included in **Appendix D**. Below are summaries of the assessment rates for each street within the project:

Spruce Drive Improvements
Total Assessable Cost: $167,829.86
Assessable Amount (50%): $83,914.93
Total Assessable Footage: 3,236.89
Assessment Rate: $25.92 / LF

Graydon Avenue Improvements:
Total Assessable Cost: $108,551.19
Assessable Amount (50%): $54,275.60
Total Assessable Footage: 2,593.15
Assessment Rate: $20.93 / LF

Hillcrest Drive Improvements:
Total Assessable Cost: $60,055.55
Assessable Amount (50%): $30,027.78
Total Assessable Footage: 1,264.35
Assessment Rate: $23.75 / LF

Pine Street Improvements:
Total Assessable Cost: $164,573.20
Assessable Amount (50%): $82,286.60
Total Assessable Footage: 4,060.19
Assessment Rate: $20.27 / LF

Dal-Mar Drive & Circle Improvements:
Total Segment Cost: $78,333.86
Assessable Amount (100%): $78,333.86
Total Assessable Footage: 4,872.78
Assessment Rate: $16.08 / LF

Dal-Mar Drive & Circle Improvements (Alternate #1):
Total Assessable Cost: $119,682.26
Assessable Amount (50%): $59,841.13
Total Assessable Footage: 4,872.78
Assessment Rate: $12.28 / LF

South 11th Street Improvements:
Total Assessable Cost: $218,081.24
Assessable Amount (50%): $109,040.62
Total Assessable Footage: 3,772.795
Assessment Rate: $28.90 / LF

6. Project Schedule

The proposed schedule for this improvement is as follows:

Task Number	Task Description	Completion Date
1	City Council Authorizes Feasibility Report	March 3, 2026
2	Neighboorhood Meeting	March 26, 2026
3	City Council Orders Public Hearing	March 3, 2026
4	Public Hearing	April 6, 2026
5	Final Design - Plans/Specification Preparation	April 7-14, 2026
6	City Council Approves Plans/Specs and Authorizes Bidding	April 20, 2026
7	Bid Opening	May 13, 2026
8	City Council Awards Construction Contract	May 18, 2026
9	Construction	June – September, 2026
10	Final Assessment Hearing	November, 2026
11		
12		
13		
14		
15		
16		
17		

7. Feasibility and Recommendation

The City of Brainerd 2026 Resurfacing Project consists of pavement improvements, minor drainage improvements, and an optional parking improvement. Improvements for each street segment can be found in the preliminary layouts found in **Appendix A**. The cost of the 2026 Street Resurfacing Project is estimated at $850,525.86 excluding the proposed alternates.

Based on the information contained within this report, the proposed improvements as described are necessary, cost-effective, and feasible from an engineering perspective. WSB recommends construction of the proposed improvements as detailed in this report. The economic feasibility of this project will be determined by the City Council.

Appendix A

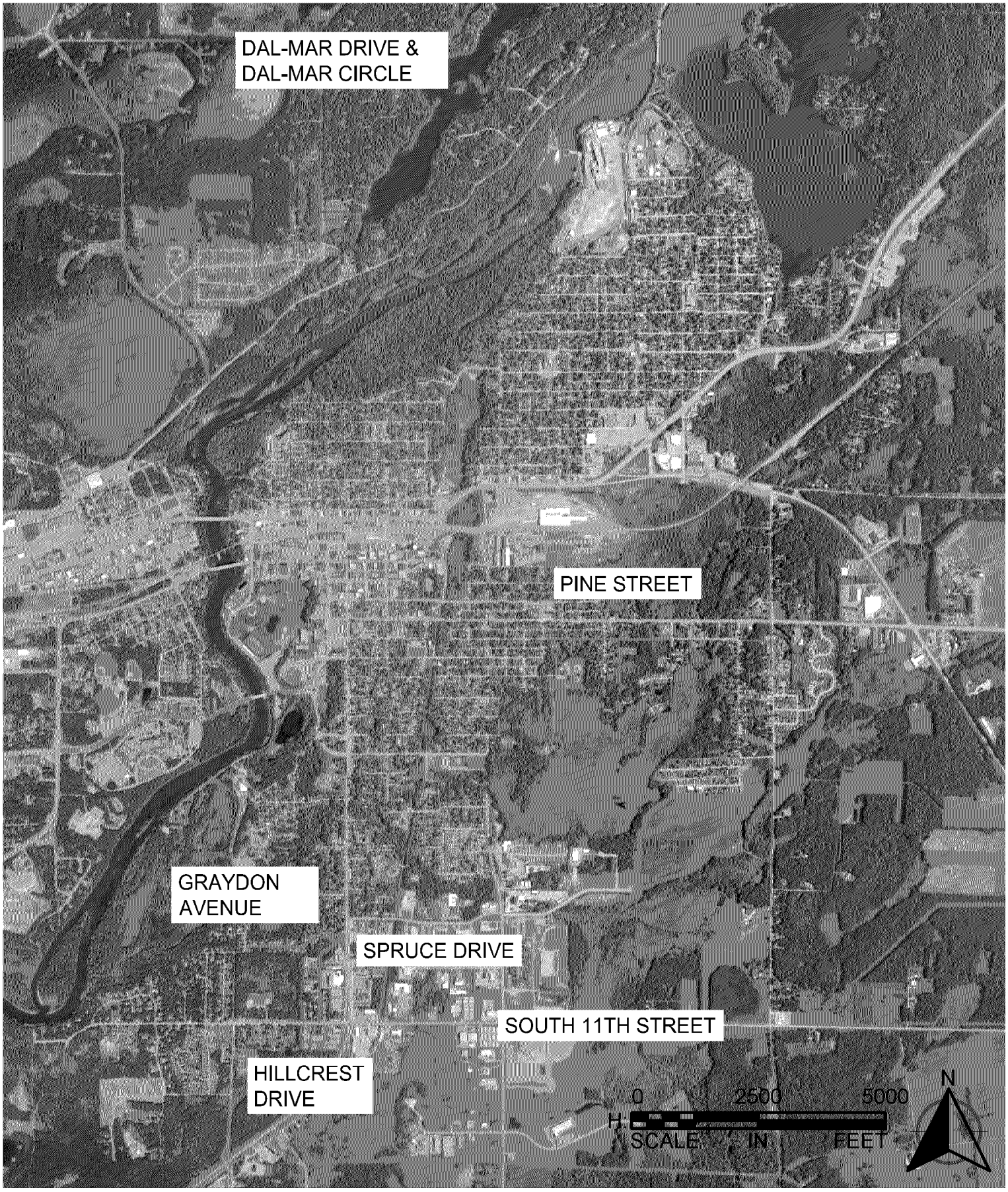
Project Location Map

Preliminary Layouts

Typical Sections

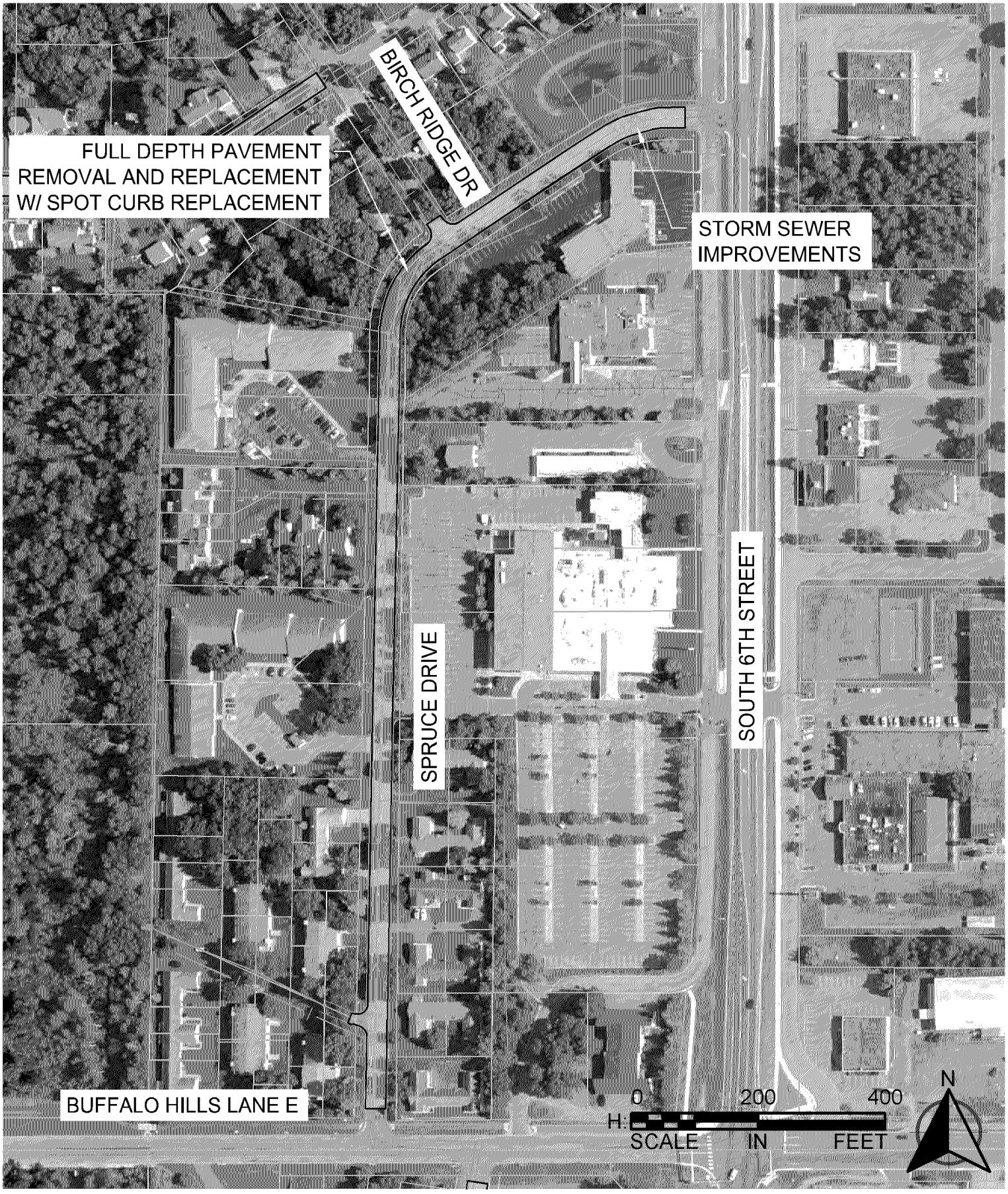
Alternate #1 Layout

Alternate #2 Layout



WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
PROJECT LOCATION MAP
CITY OF BRAINERD, MN



WSB PROJECT NO.:
032368-000

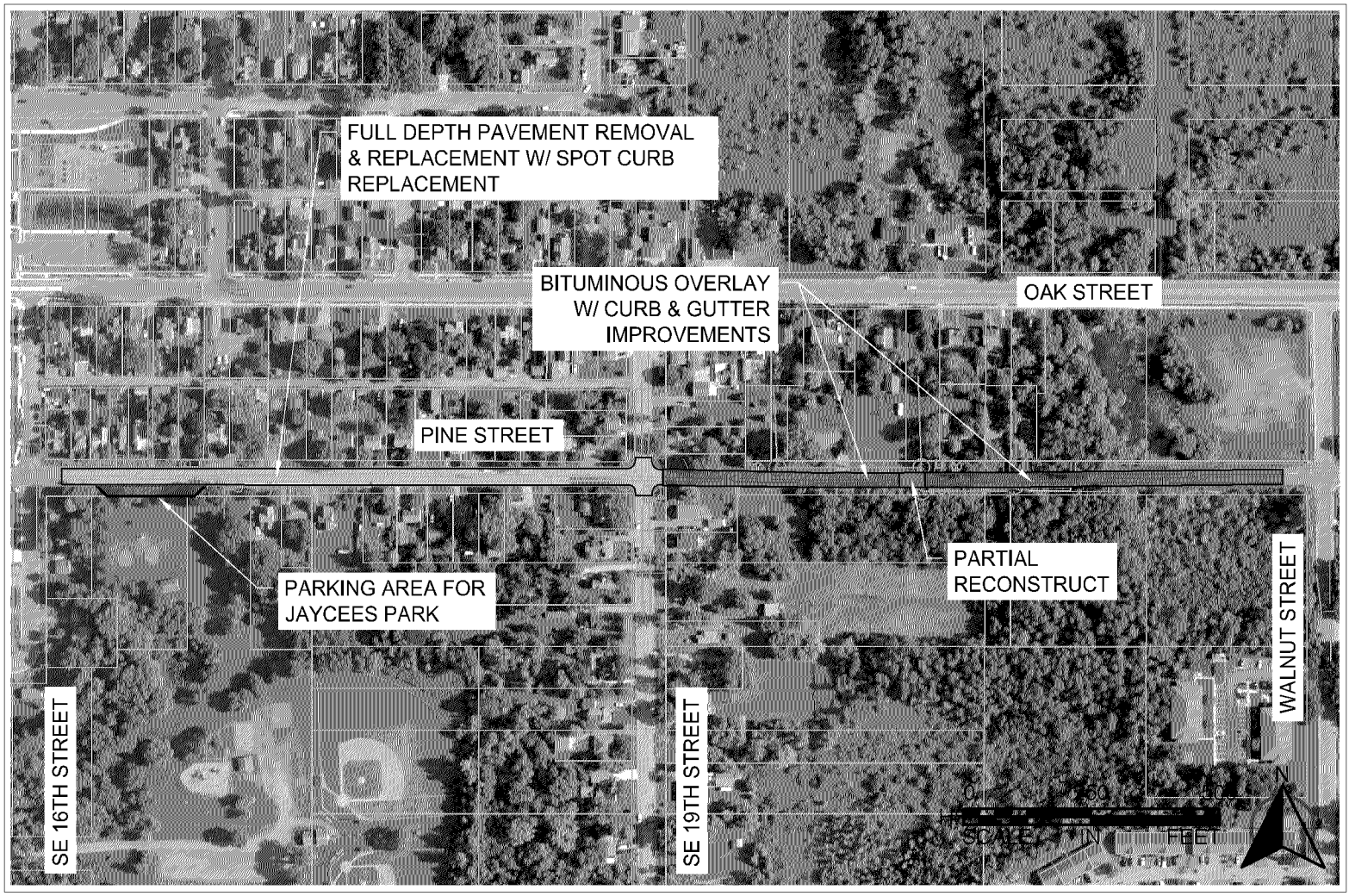
2026 RESURFACING PROJECT
SPRUCE DRIVE LAYOUT
CITY OF BRAINERD

WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
GRAYDON AVENUE LAYOUT
CITY OF BRAINERD

WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
HILLCREST DRIVE LAYOUT
CITY OF BRAINERD



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WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
PINE STREET LAYOUT
CITY OF BRAINERD

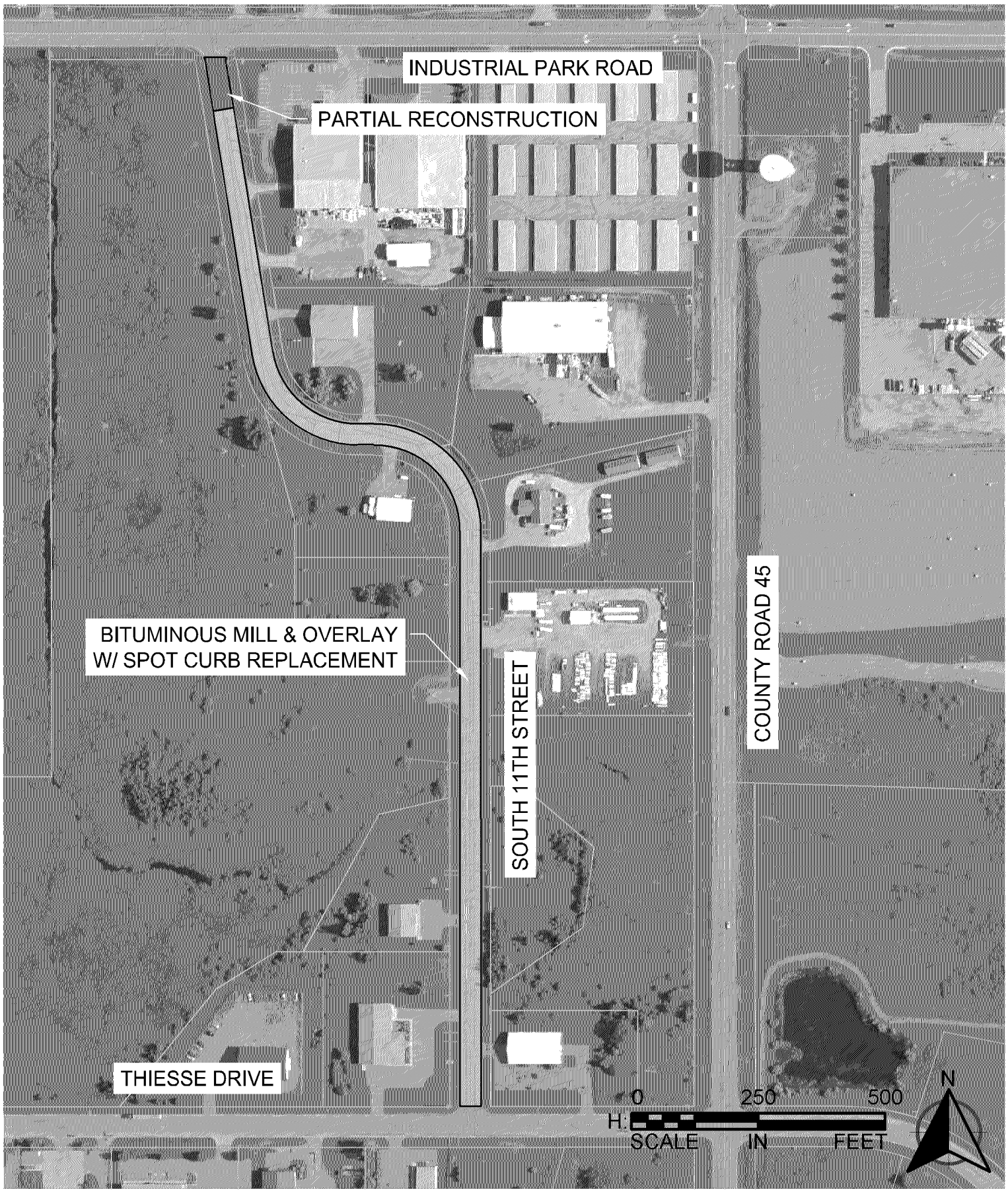
BRAINERD

wsb

WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
DAL-MAR DRIVE/CIRCLE LAYOUT
CITY OF BRAINERD

BRAINERD

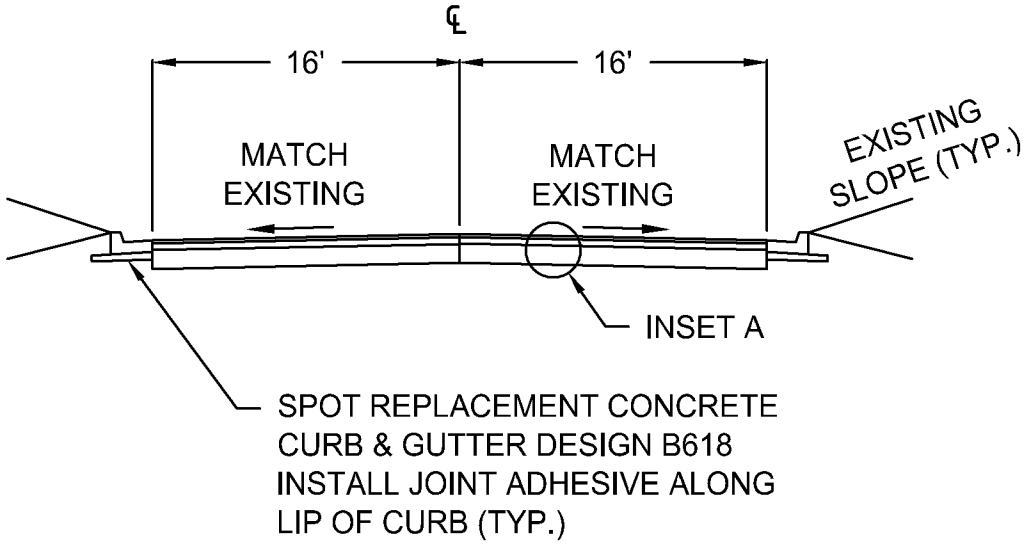


WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
SOUTH 11TH STREET LAYOUT
CITY OF BRAINERD

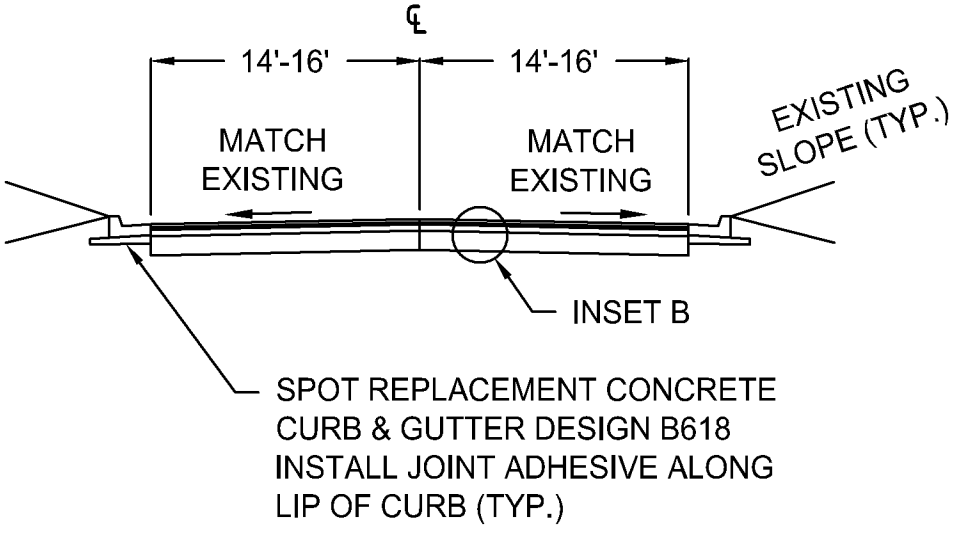
SPRUCE DRIVE & PINE STREET (URBAN SECTION)

FULL DEPTH PAVEMENT REMOVAL &
REPLACEMENT



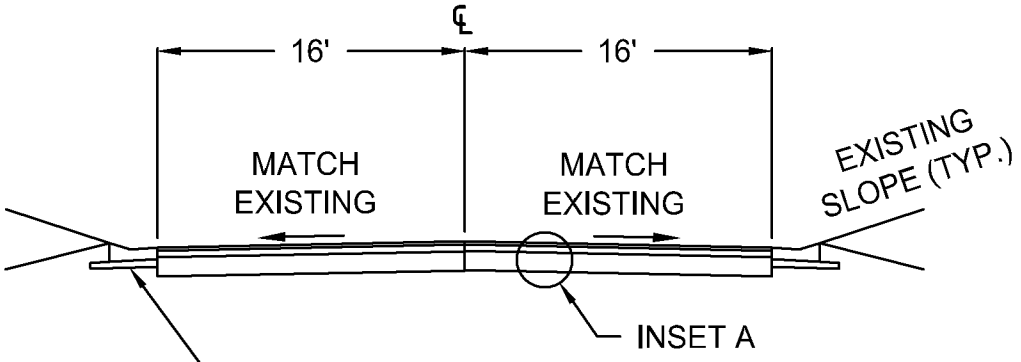
GRAYDON AVENUE

BITUMINOUS MILL & OVERLAY



HILLCREST DRIVE

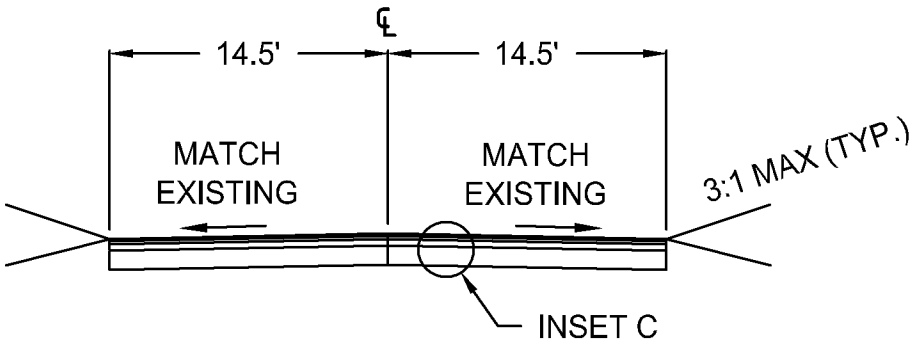
FULL DEPTH PAVEMENT REMOVAL
& REPLACEMENT



SPOT REPLACEMENT CONCRETE
CURB & GUTTER SURMOUNTABLE
INSTALL JOINT ADHESIVE ALONG
LIP OF CURB (TYP.)

PINE STREET (RURAL SECTION)

BITUMINOUS OVERLAY W/ PARTIAL
RECONSTRUCT

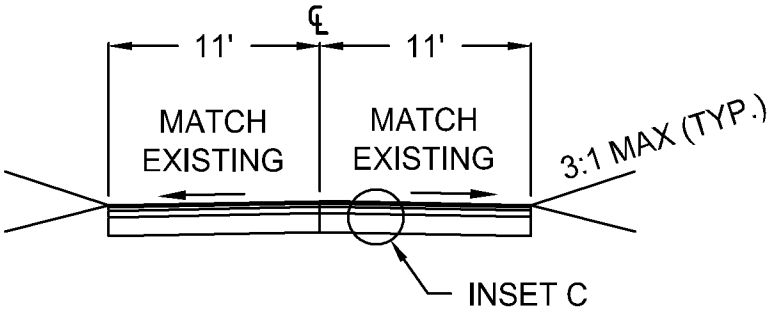


WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
TYPICAL SECTION
CITY OF BRAINERD, MN

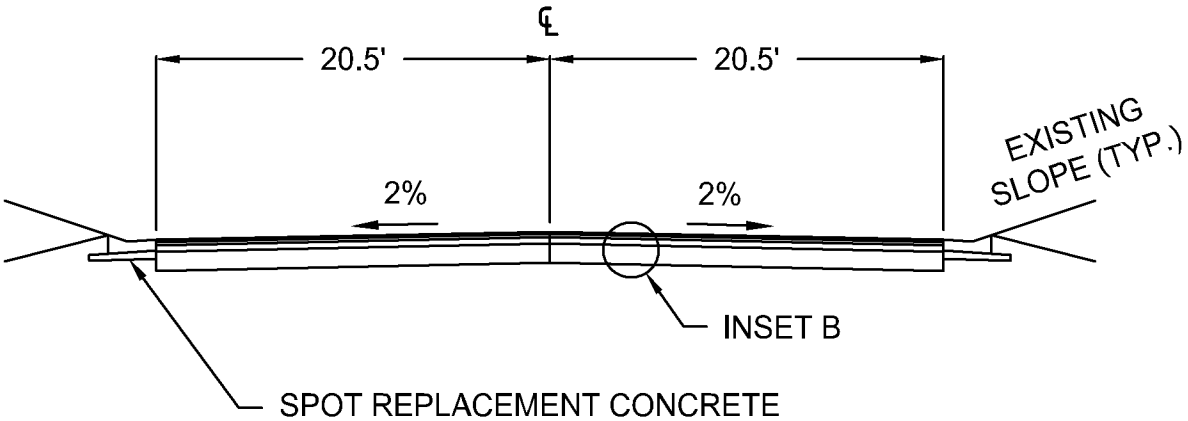
DAL-MAR DRIVE & CIRCLE

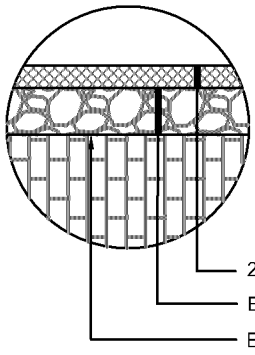
BITUMINOUS OVERLAY



SOUTH 11TH STREET

BITUMINOUS MILL & OVERLAY W/ PARTIAL RECONSTRUCTION

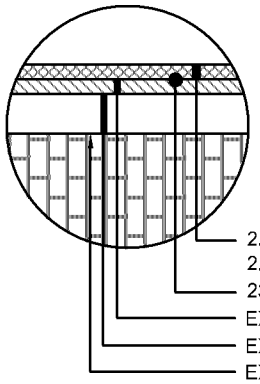




INSET A

FULL DEPTH PAVEMENT REMOVAL & REPLACEMENT

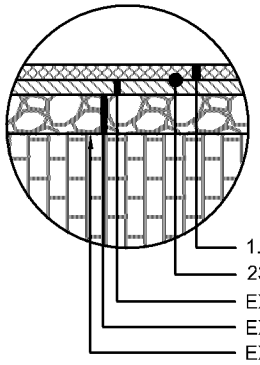
2.0" TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)
EXISTING AGGREGATE BASE
EXISTING SUBGRADE



INSET B

BITUMINOUS MILL & OVERLAY

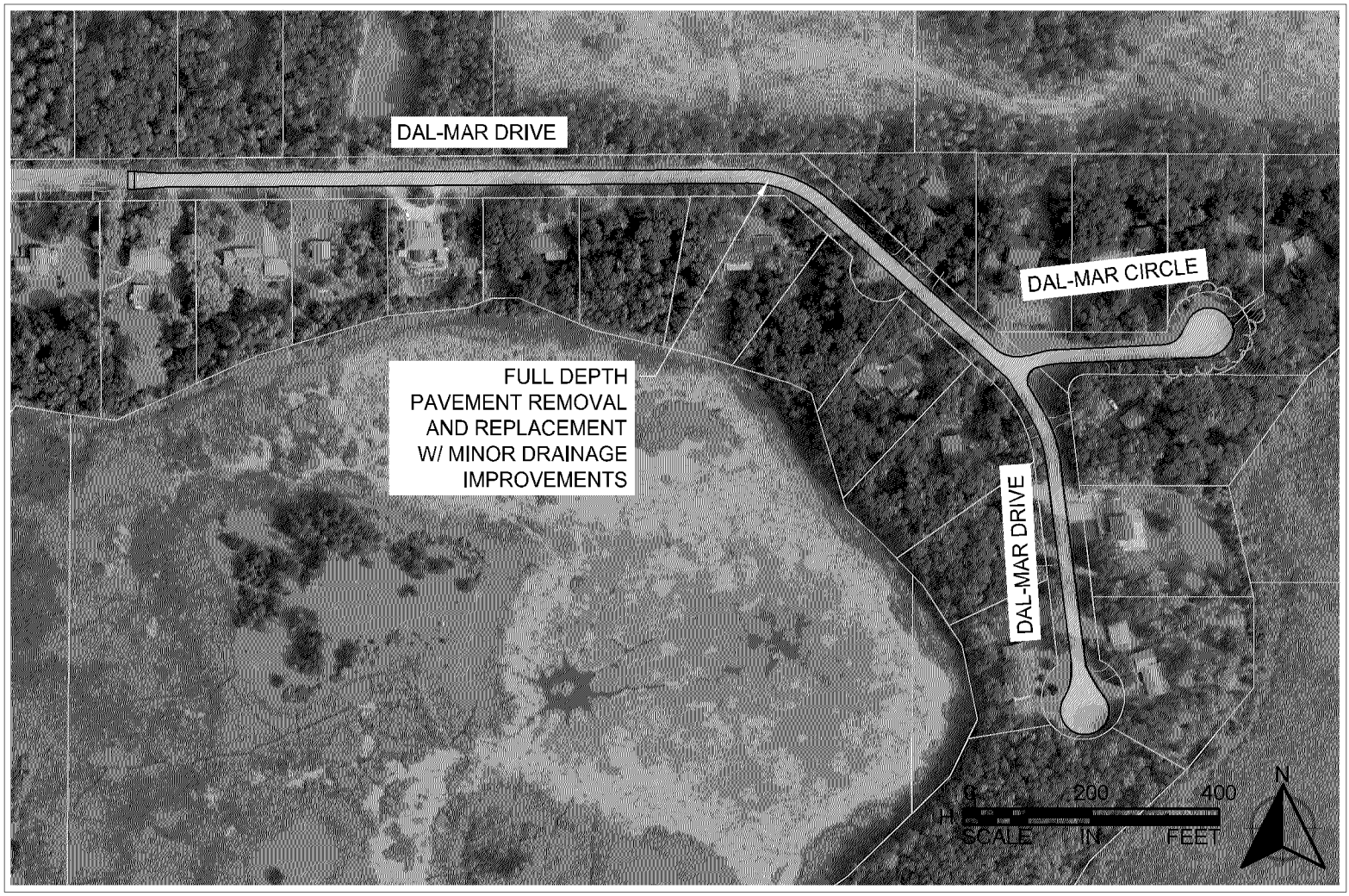
2.0" FULL WIDTH MILL
2.0" TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)
2357 BITUMINOUS TACK COAT (INCIDENTAL)
EXISTING BITUMINOUS PAVEMENT
EXISTING AGGREGATE BASE
EXISTING SUBGRADE



INSET C

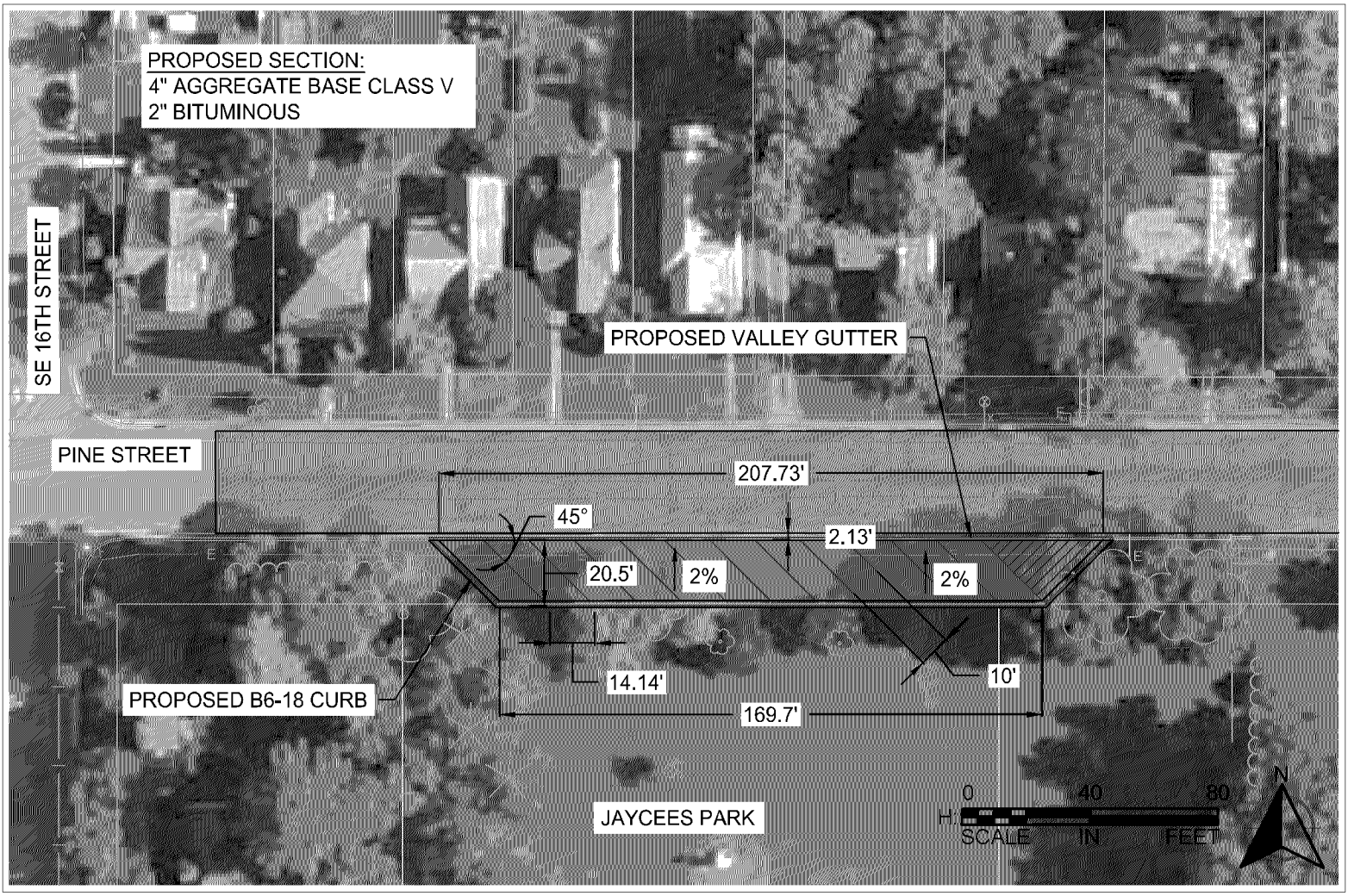
BITUMINOUS OVERLAY

1.5" TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)
2357 BITUMINOUS TACK COAT (INCIDENTAL)
EXISTING BITUMINOUS PAVEMENT
EXISTING AGGREGATE BASE
EXISTING SUBGRADE



WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
DAL-MAR DRIVE/CIRCLE LAYOUT (ALTERNATE #1)
CITY OF BRAINERD



WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
PARKING LOT LAYOUT (ALTERNATE #2)
CITY OF BRAINERD

Appendix B

Opinion of Probable Cost

OPINION OF PROBABLE COST

WSB Project: Brainerd 2026 Resurfacing Project — *Design By:* EMD
Project Location: City of Brainerd — *Checked By:* EMY
City Project No.: N/A
WSB Project No: 032368-000 — *Date:* 2/10/2026

ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
A. SPRUCE DRIVE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.20	$ 45,000.00	$ 9,000.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	110	$ 2.00	$ 220.00
3	2104.503	REMOVE SEWER PIPE (STORM)	L F	352	$ 20.00	$ 7,040.00
4	2104.503	REMOVE CURB & GUTTER	L F	370	$ 7.50	$ 2,775.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	6630	$ 3.50	$ 23,205.00
6	2331.603	JOINT ADHESIVE	L F	370	$ 1.00	$ 370.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	810	$ 80.00	$ 64,800.00
8	2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	L F	352	$ 90.00	$ 31,680.00
9	2503.602	CONNECT TO EXISTING MANHOLES	EACH	2	$ 2,000.00	$ 4,000.00
10	2504.602	ADJUST GATE VALVE & BOX	EACH	8	$ 500.00	$ 4,000.00
11	2506.502	ADJUST FRAME & RING CASTING	EACH	13	$ 850.00	$ 11,050.00
12	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	370	$ 40.00	$ 14,800.00
13	2563.601	TRAFFIC CONTROL	LS	0.20	$ 3,000.00	$ 600.00
14	2573.502	STORM DRAIN INLET PROTECTION	EACH	6	$ 200.00	$ 1,200.00
15	2575.501	TURF ESTABLISHMENT	LS	0.20	$ 15,000.00	$ 3,000.00
16				0		$ -
					CONSTRUCTION TOTAL	**$ 177,740.00**
					CONTINGENCY TOTAL (10%)	**$ 17,774.00**
					SUBTOTAL	**$ 195,514.00**
					INDIRECT COST TOTAL (13%)	**$ 25,416.82**
					TOTAL	**$ 220,930.82**
B. GRAYDON AVENUE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.12	$ 45,000.00	$ 5,400.00
2	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	2	$ 4,000.00	$ 8,000.00
3	2104.503	REMOVE CURB & GUTTER	L F	40	$ 7.50	$ 300.00
4	2231.604	BITUMINOUS PATCH SPECIAL	S Y	10	$ 50.00	$ 500.00
5	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	4810	$ 3.00	$ 14,430.00
6	2331.603	JOINT ADHESIVE	L F	40	$ 1.00	$ 40.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	590	$ 80.00	$ 47,200.00
8	2504.602	ADJUST GATE VALVE & BOX	EACH	2	$ 500.00	$ 1,000.00
9	2506.502	ADJUST FRAME & RING CASTING	EACH	6	$ 850.00	$ 5,100.00
10	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	40	$ 40.00	$ 1,600.00
11	2563.601	TRAFFIC CONTROL	LS	0.12	$ 3,000.00	$ 360.00
12	2573.502	STORM DRAIN INLET PROTECTION	EACH	8	$ 200.00	$ 1,600.00
13	2575.501	TURF ESTABLISHMENT	LS	0.12	$ 15,000.00	$ 1,800.00
14				0		$ -
					CONSTRUCTION TOTAL	**$ 87,330.00**
					CONTINGENCY TOTAL (10%)	**$ 8,733.00**
					SUBTOTAL	**$ 96,063.00**
					INDIRECT COST TOTAL (13%)	**$ 12,488.19**
					TOTAL	**$ 108,551.19**
C. HILLCREST DRIVE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.07	$ 45,000.00	$ 3,150.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	35	$ 2.00	$ 70.00
3	2104.503	REMOVE CURB & GUTTER	L F	100	$ 7.50	$ 750.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	2710	$ 3.50	$ 9,485.00
5	2331.603	JOINT ADHESIVE	L F	100	$ 1.00	$ 100.00
6	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	330	$ 80.00	$ 26,400.00
7	2504.602	ADJUST GATE VALVE & BOX	EACH	2	$ 500.00	$ 1,000.00
8	2506.502	ADJUST FRAME & RING CASTING	EACH	2	$ 850.00	$ 1,700.00
9	2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F	100	$ 40.00	$ 4,000.00
10	2563.601	TRAFFIC CONTROL	LS	0.07	$ 3,000.00	$ 210.00
11	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	$ 200.00	$ 400.00
12	2575.501	TURF ESTABLISHMENT	LS	0.07	$ 15,000.00	$ 1,050.00
13				0		$ -
					CONSTRUCTION TOTAL	**$ 48,315.00**
					CONTINGENCY TOTAL (10%)	**$ 4,831.50**
					SUBTOTAL	**$ 53,146.50**
					INDIRECT COST TOTAL (13%)	**$ 6,909.05**
					TOTAL	**$ 60,055.55**
D. PINE STREET IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.30	$ 45,000.00	$ 13,500.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	155	$ 2.00	$ 310.00
3	2104.503	REMOVE CURB & GUTTER	L F	20	$ 7.50	$ 150.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	4520	$ 3.50	$ 15,820.00
5	2106.507	EXCAVATION - COMMON	C Y	40	$ 20.00	$ 800.00
6	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	8	$ 65.00	$ 520.00
7	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	40	$ 40.00	$ 1,600.00
8	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	S Y	90	$ 4.50	$ 405.00

OPINION OF PROBABLE COST

WSB Project: Brainerd 2026 Resurfacing Project — *Design By:* EMD
Project Location: City of Brainerd — *Checked By:* EMY
City Project No.: N/A
WSB Project No: 032368-000 — *Date:* 2/10/2026

ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
9	2331.603	JOINT ADHESIVE	L F	20	$ 1.00	$ 20.00
10	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	910	$ 80.00	$ 72,800.00
11	2504.602	ADJUST GATE VALVE & BOX	EACH	4	$ 500.00	$ 2,000.00
12	2506.502	ADJUST FRAME & RING CASTING	EACH	5	$ 850.00	$ 4,250.00
13	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	285	$ 40.00	$ 11,400.00
14	2563.601	TRAFFIC CONTROL	LS	0.30	$ 3,000.00	$ 900.00
15	2573.502	STORM DRAIN INLET PROTECTION	EACH	7	$ 200.00	$ 1,400.00
16	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	75	$ 3.00	$ 225.00
17	2574.507	COMMON TOPSOIL BORROW	C Y	40	$ 45.00	$ 1,800.00
18	2575.501	TURF ESTABLISHMENT	LS	0.30	$ 15,000.00	$ 4,500.00
19				0		$ -
					CONSTRUCTION TOTAL	**$ 132,400.00**
					CONTINGENCY TOTAL (10%)	**$ 13,240.00**
					SUBTOTAL	**$ 145,640.00**
					INDIRECT COST TOTAL (13%)	**$ 18,933.20**
					TOTAL	**$ 164,573.20**
E. DAL-MAR DRIVE & CIRCLE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.06	$ 45,000.00	$ 2,700.00
2	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	100	$ 3.50	$ 350.00
3	2106.507	EXCAVATION - COMMON	C Y	5	$ 20.00	$ 100.00
4	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	10	$ 65.00	$ 650.00
5	2232.504	MILL CONCRETE SURFACE	S Y	30	$ 7.50	$ 225.00
6	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	S Y	110	$ 4.50	$ 495.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	630	$ 80.00	$ 50,400.00
8	2511.507	RANDOM RIPRAP CLASS III	C Y	5	$ 150.00	$ 750.00
9	2531.604	6" CONCRETE DRIVEWAY PAVEMENT SPECIAL	S Y	30	$ 150.00	$ 4,500.00
10	2563.601	TRAFFIC CONTROL	LS	0.06	$ 3,000.00	$ 180.00
11	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	125	$ 3.00	$ 375.00
12	2574.507	COMMON TOPSOIL BORROW	C Y	31	$ 45.00	$ 1,395.00
13	2575.501	TURF ESTABLISHMENT	LS	0.06	$ 15,000.00	$ 900.00
14				0		$ -
					CONSTRUCTION TOTAL	**$ 63,020.00**
					CONTINGENCY TOTAL (10%)	**$ 6,302.00**
					SUBTOTAL	**$ 69,322.00**
					INDIRECT COST TOTAL (13%)	**$ 9,011.86**
					TOTAL	**$ 78,333.86**
F. SOUTH 11TH STREET IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.25	$ 45,000.00	$ 11,250.00
2	2104.503	REMOVE CURB & GUTTER	L F	125	$ 7.50	$ 937.50
3	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	470	$ 3.50	$ 1,645.00
4	2106.507	EXCAVATION - COMMON	C Y	80	$ 20.00	$ 1,600.00
5	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	80	$ 40.00	$ 3,200.00
6	2231.604	BITUMINOUS PATCH SPECIAL	S Y	9	$ 50.00	$ 450.00
7	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	10120	$ 3.00	$ 30,360.00
8	2331.603	JOINT ADHESIVE	L F	125	$ 1.00	$ 125.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	1330	$ 80.00	$ 106,400.00
10	2504.602	ADJUST GATE VALVE & BOX	EACH	3	$ 500.00	$ 1,500.00
11	2506.502	ADJUST FRAME & RING CASTING	EACH	6	$ 850.00	$ 5,100.00
12	2511.604	ARTICULAR CONCRETE RIP-RAP	S Y	28	$ 100.00	$ 2,800.00
13	2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F	125	$ 40.00	$ 5,000.00
14	2563.601	TRAFFIC CONTROL	LS	0.25	$ 3,000.00	$ 750.00
15	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	$ 200.00	$ 400.00
16	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	30	$ 3.00	$ 90.00
17	2574.507	COMMON TOPSOIL BORROW	C Y	2	$ 45.00	$ 90.00
18	2575.501	TURF ESTABLISHMENT	LS	0.25	$ 15,000.00	$ 3,750.00
19				0		$ -
					CONSTRUCTION TOTAL	**$ 175,447.50**
					CONTINGENCY TOTAL (10%)	**$ 17,544.75**
					SUBTOTAL	**$ 192,992.25**
					INDIRECT COST TOTAL (13%)	**$ 25,088.99**
					TOTAL	**$ 218,081.24**
G. ALTERNATE #1 - RESURFACING DAL-MAR DRIVE & CIRCLE						
1	2021.501	MOBILIZATION	LS	0.06	$ 45,000.00	$ 2,700.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	665	$ 2.00	$ 1,330.00
3	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	6720	$ 3.50	$ 23,520.00
4	2106.507	EXCAVATION - COMMON	C Y	5	$ 20.00	$ 100.00
5	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	10	$ 65.00	$ 650.00
6	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	820	$ 80.00	$ 65,600.00
7	2511.507	RANDOM RIPRAP CLASS III	C Y	5	$ 150.00	$ 750.00
8	2563.601	TRAFFIC CONTROL	LS	0.06	$ 3,000.00	$ 180.00
9	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	125	$ 3.00	$ 375.00

OPINION OF PROBABLE COST

WSB Project: Brainerd 2026 Resurfacing Project — *Design By:* EMD
Project Location: City of Brainerd — *Checked By:* EMY
City Project No.: N/A
WSB Project No: 032368-000 — *Date:* 2/10/2026

ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
10	2574.507	COMMON TOPSOIL BORROW	C Y	4	$ 45.00	$ 180.00
11	2575.501	TURF ESTABLISHMENT	LS	0.06	$ 15,000.00	$ 900.00
12				0	$ -	$ -
13				0	$ -	$ -
					CONSTRUCTION TOTAL	**$ 96,285.00**
					CONTINGENCY TOTAL (10%)	**$ 9,628.50**
					SUBTOTAL	**$ 105,913.50**
					INDIRECT COST TOTAL (13%)	**$ 13,768.76**
					TOTAL	**$ 119,682.26**
G. ALTERNATE #2 - OPTIONAL PARKING IMPROVEMENTS						
1	2101.502	CLEARING	EACH	1	$ 750.00	$ 750.00
2	2101.502	GRUBBING	EACH	1	$ 500.00	$ 500.00
3	2104.502	SALVAGE SIGN	EACH	1	$ 300.00	$ 300.00
4	2104.503	REMOVE CURB & GUTTER	L F	215	$ 7.50	$ 1,612.50
5	2106.507	EXCAVATION - COMMON	C Y	76	$ 20.00	$ 1,520.00
6	2106.507	COMMON EMBANKMENT (CV)	C Y	51	$ 20.00	$ 1,020.00
7	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	56	$ 40.00	$ 2,240.00
8	2331.603	JOINT ADHESIVE	L F	445	$ 1.00	$ 445.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	50	$ 80.00	$ 4,000.00
10	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	230	$ 40.00	$ 9,200.00
11	2531.603	7" CONCRETE VALLEY GUTTER	L F	215	$ 50.00	$ 10,750.00
12	2564.602	INSTALL SIGN	EACH	1	$ 300.00	$ 300.00
13	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	75	$ 3.00	$ 225.00
14	2574.507	COMMON TOPSOIL BORROW	C Y	12	$ 45.00	$ 540.00
15	2575.501	TURF ESTABLISHMENT	LS	1	$ 500.00	$ 500.00
16	2582.503	4" SOLID LINE PAINT	L F	480	$ 3.00	$ 1,440.00
17				0	$ -	$ -
					CONSTRUCTION TOTAL	**$ 35,342.50**
					CONTINGENCY TOTAL (10%)	**$ 3,534.25**
					SUBTOTAL	**$ 38,876.75**
					INDIRECT COST TOTAL (13%)	**$ 5,053.98**
					TOTAL	**$ 43,930.73**

GRAND TOTAL (WITHOUT ALTERNATE #1 & ALTERNATE #2)	**$ 850,525.86**
GRAND TOTAL (WITH ALTERNATE #1 & WITHOUT ALTERNATE #2)	**$ 891,874.25**
GRAND TOTAL (WITHOUT ALTERNATE #1 & WITH ALTERNATE #2)	**$ 894,456.59**
GRAND TOTAL (WITH ALTERNATE #1 & ALTERNATE #2)	**$ 935,804.98**

DISCLAIMER:

In review of this Opinion of Probable Cost, the Client understands that the Consultant has no control over the availability of labor, equipment or materials, market conditions, or the Contractor's method of pricing. This Opinion of Probable Cost is made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.

Appendix C

City of Brainerd's Assessment Policy

City of Brainerd, Minnesota
Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority "to levy and collect assessments for local improvements upon property benefitted hereby". The legislature designates that authority to cities in Minnesota Statues Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup it's cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

Pursuant to Petition – Properties Abutting the City but outside City Corporate Boundaries

The City does not construct municipal utilities outside of it's corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation in completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

Pursuant to Council Action – Properties not Abutting the City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation in completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

In prior years, the City Council authorized the construction of utility improvements outside its corporate boundaries and not abutting the city. To pay for such costs, the council established a Water Connection Charge (WCC) and Sewer Connection Charge (SCC). This charge, as initially set by council resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system. This charge is enacted if the property owner elects to divide the property in which assessments were imposed and deferred. If a lot is split and the owner elects to connect to sewer and water, the WCC and SCC are charged to the property owner, with the balance of the deferred assessment remaining on the other parcel created from the split.

The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

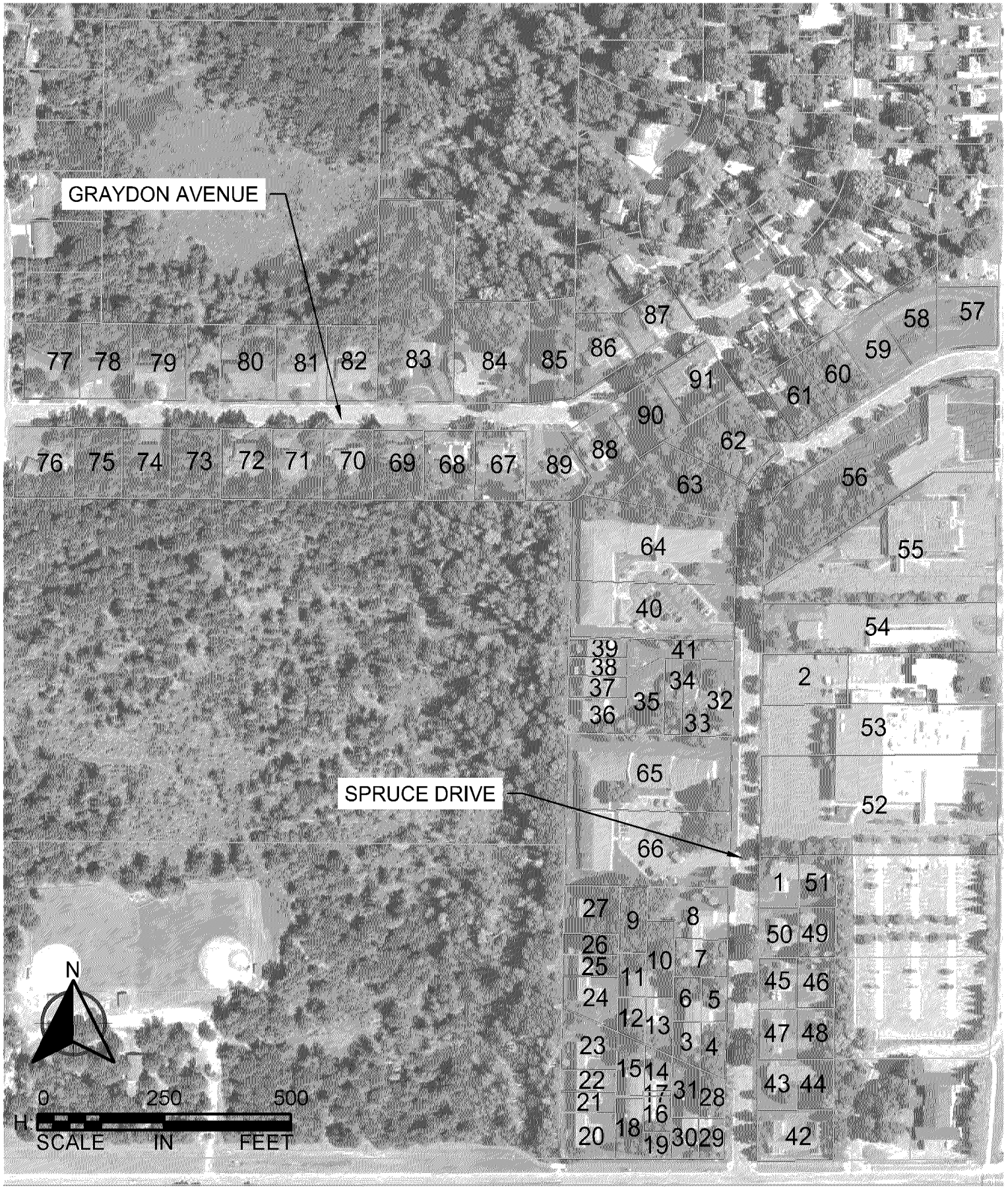
Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.

Appendix D

Assessment Maps

Preliminary Assessment Rolls



WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT

SPRUCE DRIVE & GRAYDON AVE ASSESSMENT MAP

CITY OF BRAINERD

Preliminary Assessment Roll - Spruce Drive & Graydon Avenue
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

	Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
														Spruce Drive Cost: $25.92/LF
1		KLANG REVOCABLE TRUST 12/10/13	JAMES & ALICE KLANG TRUSTEES	2109 SPRUCE DR	BRAINERD, MN 56401	41360502	09185003010D009	THAT PART OF LOT 10 BLOCK 3 DESCRIBED AS FOLLOWS; BEG. AT THE NW CORNER OF SAID LOT 10, THEN S. 89 DEG 52 MIN 21 SEC E. 76.54 FT	SOUTH EDGEWOOD ADDITION	2109 SPRUCE DR	50.025		50.025	$1,296.88
2		BRAINERD MEDICAL CENTER INC	2024 SOUTH 6TH ST		BRAINERD MN 56401	41360503	09185003008D009	PT OF THE N 1/2 OF LOT 8 BLOCK 3 LYING W'LY OF THE FOLLOWING DESC LINE; COMM AT THE I/M AT THE NW CORNER OF SAID LOT 8, THEN S 89 DEG	SOUTH EDGEWOOD ADDITION		100.01		100.01	$2,592.71
3		SANDERS, GLADYS E	2206 SPRUCE DR		BRAINERD MN 56401	41360517	09602001026O009	LOT 26 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2206 SPRUCE DR	15.58		15.58	$403.90
4		ADAMSON, DOROTHY E	2204 SPRUCE DR	BRAINERD MN 56401		41360518	09602001025O009	LOT 25 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2204 SPRUCE DR	15.58		15.58	$403.90
5		PLANTZ, JASON P & PLANTZ, BRIAN C	2202 SPRUCE DR		BRAINERD MN 56401	41360519	09602001024O009	LOT 24 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2202 SPRUCE DR	15.58		15.58	$403.90
6		LARSON, SCOTT L & CARMEN ANN	9339 FOREST HEIGHTS DR		BRAINERD MN 56401	41360520	09602001023O009	LOT 23 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2208 SPRUCE DR	15.58		15.58	$403.90
7		SIMPSON, MICHAEL & SARAH	1151 COUNTY ROAD 438		DUBLIN TX 76446	41360521	09602001021Z009	LOTS 21 AND 22 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2116 SPRUCE DR	75		75	$1,944.34
8		HINES, RALPH & MARCIA	2112 SPRUCE DR		BRAINERD MN 56401	41360522	09602001018Z009	N. 1/2 OF E. 1/2 OF LOT 18 BLOCK 1, & ALL OF LOTS 19 & 20 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2112 SPRUCE DR	101.35		101.35	$2,627.45
9		TEASER, KIERAN	2216 SPRUCE DR	BRAINERD MN 56401		41360523	09602001018C009	W. 1/2 OF LOT 18 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES		15.58		15.58	$403.90
10		GARRY, STACY A	2210 SPRUCE DR		BRAINERD MN 56401	41360525	09602001017O009	LOT 17 & S1/2 OF E1/2 OF LOT 18 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2210 SPRUCE DR	15.58		15.58	$403.90
11		TEASER, KIERAN	2216 SPRUCE DR	BRAINERD MN 56401		41360526	09602001016O009	LOT 16 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2216 SPRUCE DR	15.58		15.58	$403.90
12		KRALL, MARCIE	2214 SPRUCE DR		BRAINERD MN 56401	41360527	09602001015O009	LOT 15 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2214 SPRUCE DR	15.58		15.58	$403.90
13		JENSEN, ROY W & BEVERLY K	2212 SPRUCE DRIVE	BRAINERD MN 56401		41360528	09602001014O009	LOT 14 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2212 SPRUCE DR	15.58		15.58	$403.90
14		BROWN, CYNTHIA	2238 SPRUCE DR		BRAINERD MN 56401	41360529	09602001013O009	LOT 13 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2238 SPRUCE DR	9.29		9.29	$240.84
15		ASHER, CARRIE J	2236 SPRUCE DR		BRAINERD MN 56401	41360530	09602001011Z009	LOT 12 BLOCK 1 & N 10 FT OF LOT 11 BLK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2236 SPRUCE DR	9.29		9.29	$240.84
16		WIMER, MATTHEW D	2240 SPRUCE DR		BRAINERD MN 56401	41360531	09602001010B009	THAT PART OF LOT 10 BLOCK 1 THAT LIES S. OF THE N. 10 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2240 SPRUCE DR	9.29		9.29	$240.84

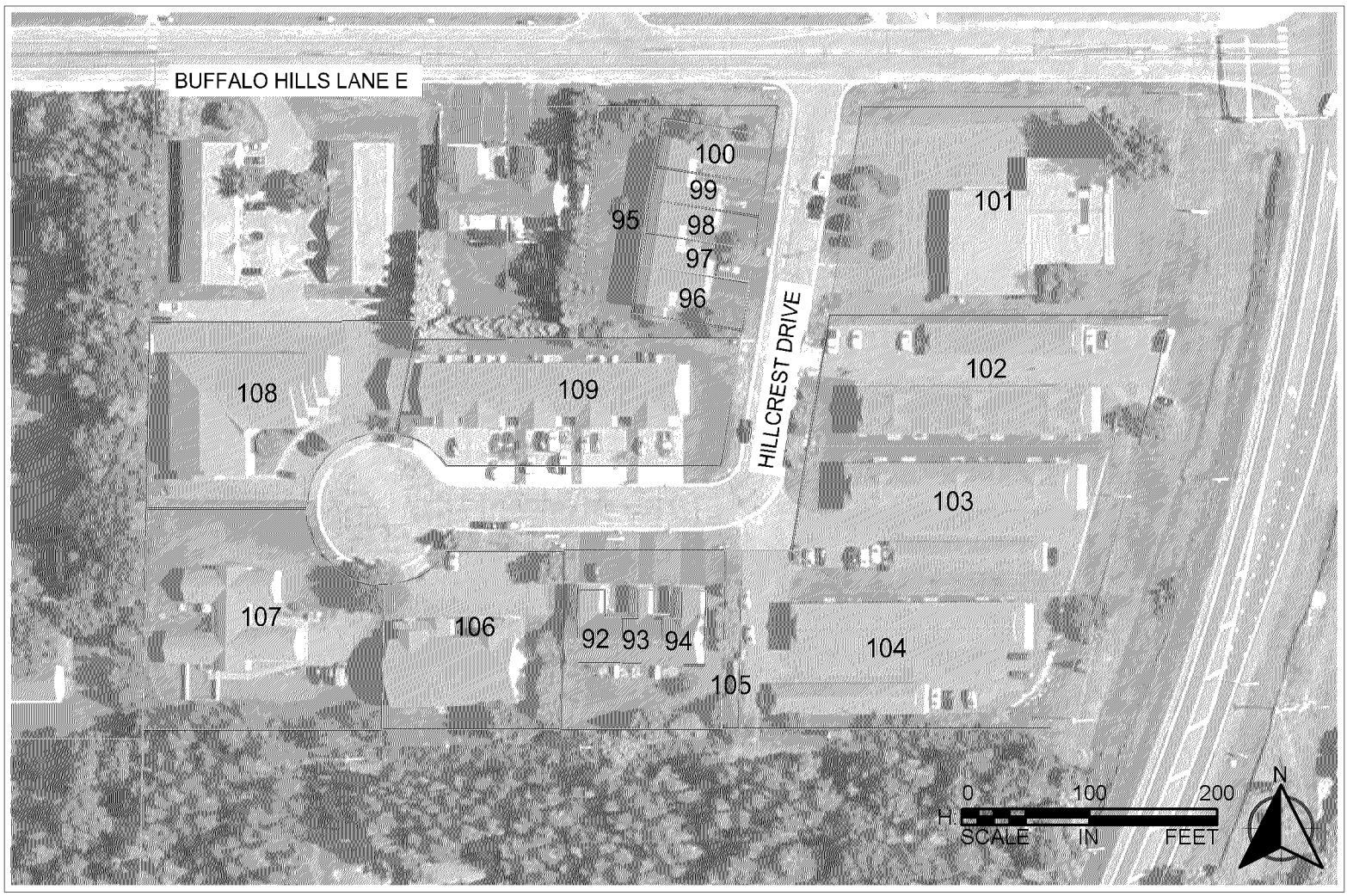
17	BROWN, CYNTHIA	2238 SPRUCE DR		BRAINERD MN 56401	41360532	09602001010A009	THE N. 10 FT OF LOT 10 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES		9.29		9.29	$240.84
18	HORN, STEPHANIE A	2234 SPRUCE DR		BRAINERD MN 56401	41360533	09602001009Y009	THE W 55 FT OF LOT 9 BLK 1 & LOT 11 BLK 1 EXC THE N 14 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2234 SPRUCE DR	9.29		9.29	$240.84
19	WIMER, MATTHEW D	2240 SPRUCE DR		BRAINERD MN 56401	41360534	09602001009A009	LOT 9 BLOCK 1, EXCEPT THE W. 55 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES		9.29		9.29	$240.84
20	BACKSTROM, JEROLD H & MARGEE L	2232 SPRUCE DR		BRAINERD MN 56401	41360535	09602001008B009	LOT 8 BLOCK 1, EXCEPT THE N. 23 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2232 SPRUCE DR	9.29		9.29	$240.84
21	FREEMAN, ARLENE	2230 SPRUCE DR	BRAINERD MN 56401		41360536	09602001007Z009	THE S. 19 FT OF LOT 7 BLOCK 1 & THE N. 23 FT OF LOT 8 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2230 SPRUCE DR	9.29		9.29	$240.84
22	SIMONS, SUSAN	2228 SPRUCE DR		BRAINERD MN 56401	41360537	09602001006Z009	S. 19 FT OF LOT 6 BLOCK 1, & LOT 7 BLOCK 1 EXCEPT THE S. 19 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2228 SPRUCE DR	9.29		9.29	$240.84
23	ALMER, VIRGINIA LEE	2226 SPRUCE DR		BRAINERD MN 56401	41360538	09602001005Z009	LOT 5 BLOCK 1 & THE N. 23 FT OF LOT 6 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2226 SPRUCE DR	9.29		9.29	$240.84
24	ERICKSON, ROGER M & ADELLE R	2224 SPRUCE DR		BRAINERD MN 56401	41360539	09602001004O009	LOT 4 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2224 SPRUCE DR	15.58		15.58	$403.90
25	LUNDBERG, BEVERLY S	2222 SPRUCE DR		BRAINERD MN 56401	41360540	09602001003O009	LOT 3 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2222 SPRUCE DR	15.58		15.58	$403.90
26	HARTWIG, CHAD & CHRISTA	2220 SPRUCE DR UNIT 1		BRAINERD MN 56401	41360541	09602001002O009	LOT 2 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2220 SPRUCE DR	15.58		15.58	$403.90
27	KEWITSCH, SHIRLEY	2218 SPRUCE DR		BRAINERD MN 56401	41360542	09602001001O009	LOT 1 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2218 SPRUCE DR	15.58		15.58	$403.90
28	ANTHONY, HEATHER L	2246 SPRUCE DR	BRAINERD, MN 56401		41360543	09600001024O889	LOT 24 BLOCK 1	EDGEWOOD TOWNHOUSES	2246 SPRUCE DR	9.29		9.29	$240.84
29	SCRIMSHAW, STACIE ANN	2248 SPRUCE DR		BRAINERD MN 56401	41360544	09600001023O889	LOT 23 BLOCK 1	EDGEWOOD TOWNHOUSES	2248 SPRUCE DR	9.29		9.29	$240.84
30	VOELLER, GLADYS B & CAROL J MILLER	2244 SPRUCE DR	BRAINERD MN 56401		41360545	09600001022O889	LOT 22 BLOCK 1	EDGEWOOD TOWNHOUSES	2244 SPRUCE DR	9.29		9.29	$240.84
31	BRUTSCHER, DAVID P & SARAJANE	24052 235TH AVE		PIERZ MN 56364	41360546	09600001021O889	LOT 21 BLOCK 1	EDGEWOOD TOWNHOUSES	2242 SPRUCE DR	9.29		9.29	$240.84
32	WISE, LEE FRANK & CHERYL JEAN	418 FAIRLIELD LN		BRAINERD MN 56401	41360548	09220001014O889	LOT 14 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	418 FAIRFIELD	21		21	$544.42
33	MORRIS REVOCABLE LIVING TRUST	416 FAIRFIELD LANE		BRAINERD MN 56401	41360549	09220001013O889	LOT 13 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	416 FAIRFIELD	21		21	$544.42
34	ATWELL, LILY E	414 FAIRFIELD LN	BRAINERD, MN 56401		41360550	09220001012O889	LOT 12 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	414 FAIRFIELD	21		21	$544.42
35	LENK, THOMAS	412 FAIRFIELD LN		BRAINERD MN 56401	41360551	09220001011O889	LOT 11 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	412 FAIRFIELD	21		21	$544.42
36	BOCK, JAY & JULIE	406 FAIRFIELD LN	BRAINERD, MN 56401		41360552	09220001010O889	LOT 10 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	406 FAIRFIELD	21		21	$544.42
37	JOHNSON, LEONA M	404 FAIRFIELD LANE		BRAINERD MN 56401	41360553	09220001009O889	LOT 9 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	404 FAIRFIELD LN	21		21	$544.42
38	DIEMER, SANDRA A	402 FAIRFIELD LN		BRAINERD MN 56401	41360554	09220001008O889	LOT 8 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	402 FAIRFIELD LN	21		21	$544.42
39	MCKIRDY, BRUCE & LORI	400 FAIRFIELD LANE # 8		BRAINERD MN 56401	41360555	09220001007O889	LOT 7 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	400 FAIRFIELD LN	21		21	$544.42

40	OAK CREST MANOR II	C/O D W JONES MGMT INC	P O BOX 340	WALKER MN 56484	41360556	09220001001Y889	THE N. 111.0 FT OF BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES		111.01		111.01	$2,877.88
41	FAIRFIELD GREEN, VILLAGE HOMES HOME	C/O LILY ATWEL	414 FAIRFIELD LN	BRAINERD, MN 56401	41360557	09220001001X009	(ASSESSED ELSEWHERE/COMMON ELEMENTS FOR FAIRFIELD GREEN VILLAGE HOMES 09220001001X009 ALL OF LOTS 1 THRU 6 INCLUSIVE BLOCK 1 LYING	FAIRFIELD GREEN VILLAGE HOMES		21		21	$544.42
42	BYE CABLES INC	PO BOX 565	BRAINERD MN 56401		41360620	09185003012G009	THE W 150 FT OF LOT 12 BLOCK 3, EXCEPT THAT PT DESC AS FOLLOWS; THAT PT OF LOT 12 BEG AT THE NW CORNER OF SAID LOT 12, THEN S 89 DEG	SOUTH EDGEWOOD ADDITION		100		100	$2,592.46
43	ALBERTSON, GREGORY R & GERALYN A	2215 SPRUCE DR		BRAINERD MN 56401	41360622	09185003012C009	THAT PART OF LOT 12 BLOCK 3 DESCRIBED AS FOLLOWS; BEG. AT THE NW CORNER OF SAID LOT 12, THENCE S. 89 DEG 51 MIN 49 SEC E. 75.94	SOUTH EDGEWOOD ADDITION	2215 SPRUCE DR	50.005		50.005	$1,296.36
44	MURDOCK, BENTON D & GAIL M	2217 SPRUCE DR	BRAINERD, MN 56401		41360623	09185003012B009	THAT PART OF LOT 12 BLOCK 3 DESCRIBED AS FOLLOWS; COMMENCING AT THE NW CORNER OF SAID LOT 12, THENCE S. 89 DEG 51 MIN 49 SEC E.	SOUTH EDGEWOOD ADDITION	2217 SPRUCE DR	50.005		50.005	$1,296.36
45	NELSON, NORMAN W & KATHLEEN M	2119 SPRUCE DR		BRAINERD MN 56401	41360624	09185003011G009	W. 150 FT OF N. 100 FT OF LOT 11 BLOCK 3, EXCEPT THE ELY 1/2 THEREOF DEEDED TO ERVIN & JANET MEYER.	SOUTH EDGEWOOD ADDITION	2119 SPRUCE DR	50		50	$1,296.23
46	CAMPBELL, LARRY J	2121 SPRUCE DR		BRAINERD MN 56401	41360625	09185003011F009	PART OF LOT 11 BLOCK 3 DESCRIBED AS FOLLOWS; COMM. AT THE SW CORNER OF SAID LOT 11, THEN S. 89 DEG 51 MIN 49 SEC E. 150.03 FT ALONG	SOUTH EDGEWOOD ADDITION	2121 SPRUCE DR	50		50	$1,296.23
47	SOREM, ALFRED A & LAURIE M REVOC TRUST	2209 SPRUCE DR		BRAINERD MN 56401	41360626	09185003011C009	THAT PART OF LOT 11 BLOCK 3 DESCRIBED AS FOLLOWS; BEG. AT THE SW CORNER OF SAID LOT 11, THEN S. 89 DEG 51 MIN 49 SEC E. 76.34 FT	SOUTH EDGEWOOD ADDITION	2209 SPRUCE DR	50		50	$1,296.23
48	JOHNSON, DUANE R & TERESA C	2211 SPRUCE DR	BRAINERD, MN 56401		41360627	09185003011B009	THAT PT OF L 11 BLK 3 DAF: COMM AT SW COR OF SD L 11 THEN S 89D 51'49" E 76.34 FT ALG S LINE OF SD L 11 TO POB OF TRACT TO BE DESC	SOUTH EDGEWOOD ADDITION	2211 SPRUCE DR	50		50	$1,296.23
49	BLOOM, PAUL R & DIANE L	2117 SPRUCE DR		BRAINERD MN 56401	41360628	09185003010G009	PT OF LOT 10 BLOCK 3 DESC: COMM AT NW COR OF SD LOT 10 THEN S 1D 13'38"W 100 FT ALG W LINE OF SD LOT 10 THEN S 89D 52'13" E 77.02	SOUTH EDGEWOOD ADDITION	2117 SPRUCE DR	49.975		49.975	$1,295.58
50	ZAK, JOSEPH C & KATHLEEN A REST FAM TRST	12806 THOMPSON RD		BRAINERD MN 56401	41360629	09185003010F009	THAT PART OF LOT 10 BLOCK 3 DESCRIBED AS FOLLOWS; COMM. AT THE NW CORNER OF SAID LOT 10, THEN S. 01 DEG 13 MIN 38 SEC W. 100 FT	SOUTH EDGEWOOD ADDITION	2115 SPRUCE DR	49.975		49.975	$1,295.58
51	GREGERSEN FAMILY TRUST	2111 SPRUCE DR		BRAINERD MN 56401	41360630	09185003010C009	THAT PART OF LOT 10 BLOCK 3 DESCRIBED AS FOLLOWS; COMM. AT THE NW CORNER OF SAID LOT 10, THEN S. 89 DEG 52 MIN 21 SEC E. 76.54 FT	SOUTH EDGEWOOD ADDITION	2111 SPRUCE DR	50.025		50.025	$1,296.88
52	BRAINERD MEDICAL CENTER INC	2024 SOUTH 6TH ST		BRAINERD MN 56401	41360632	09185003009B889	LOT 9 BLOCK 3.	SOUTH EDGEWOOD ADDITION	2024 6TH ST S	200.01		200.01	$5,185.17
53	BRAINERD MEDICAL CENTER INC	2024 SOUTH 6TH ST		BRAINERD MN 56401	41360634	09185003008B889	S 100 FT OF LOT 8 BLOCK 3.	SOUTH EDGEWOOD ADDITION		99.98		99.98	$2,591.94
54	2020 PROPERTIES	2020 S 6TH ST	BRAINERD MN 56401		41360635	09185003007B889	S'LY 100 FT OF LOT 7 BLOCK 3 SUBJECT TO RESERV. RESTR., AND EASEMENTS OF RECORD.	SOUTH EDGEWOOD ADDITION	2020 6TH ST S	99.98		99.98	$2,591.94
55	ST JOSEPH'S MEDICAL CENTER	523 N 3RD STR	BRAINERD MN 56401		41360636	09185003007A889	LOT 7 BLOCK 3 EX. THE S'LY 100 FT THEREOF., SUBJ. TO RESERVATIONS, EASEMENT OF RECORD.	SOUTH EDGEWOOD ADDITION	2014 6TH ST S	36.88		36.88	$956.10
56	AMERICAN NATIONAL BANK OF MN	1920 S 6TH ST		BRAINERD MN 56401	41360637	09185003001Z009	LOTS 1 THRU 6 BLOCK 3 INCLUSIVE	SOUTH EDGEWOOD ADDITION	1920 6TH ST S		662.18	331.09	$8,583.36

57	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41360638	09185002005B009	LOT 5 BLOCK 2, EXCEPT THAT PT DESCRIBED AS FOLLOWS; COMM AT THE SE CORNER OF LOT 5 OF BLOCK 2, THENCE N ALG THE E LINE OF LOT 5,	SOUTH EDGEWOOD ADDITION			93.3	46.65	$1,209.38
58	STATE OF MINNESOTA	DISTRICT 3 RIGHT OF WAY	7694 INDUSTRIAL PARK ROAD	BAXTER, MN 56425-8096	41360640	09185002004O009	LOT 4 BLOCK 2	SOUTH EDGEWOOD ADDITION		55.94		55.94	$1,450.22
59	STATE OF MINNESOTA DEPART OF TRANS	DISTRICT 3 RIGHT OF WAY	7694 INDUSTRIAL PARK RD	BAXTER MN 56425-8096	41360641	09185002003O009	LOT 3 BLOCK 2	SOUTH EDGEWOOD ADDITION		90.02		90.02	$2,333.73
60	EDGEWOOD HOMES INC	P O BOX 492	BRAINERD MN 56401		41360642	09185002002O009	LOT 2 BLOCK 2	SOUTH EDGEWOOD ADDITION		89.95		89.95	$2,331.91
61	PALMER, ROBERT D & KAREN M	1919 BIRCHRIDGE DR		BRAINERD MN 56401	41360643	09185002001O009	LOT 1 BLOCK 2	SOUTH EDGEWOOD ADDITION	1919 BIRCHRIDGE DI	90.03		90.03	$2,333.99
62	KRAUTKREMER, SCOTT M	208 BIRCHRIDGE DR	BRAINERD MN 56401		41360644	09185001008O009	LOT 8 BLOCK 1	SOUTH EDGEWOOD ADDITION	208 BIRCHRIDGE DR	89.46		89.46	$2,319.21
63	HILL OXFORD COMMERCIAL LLC	901 JACKSON BLVD W		CHICAGO IL 60607	41360645	09185001007C009	LOT 7 BLOCK 1 EXC S 17 FT THEREOF & ALSO EXC PT OF LOT 7 BLK 1 DESC: COMM AT MOST W'LY COR OF SD LOT 7 THEN N 55D 55 22"E 25.32 FT ALG	SOUTH EDGEWOOD ADDITION	2008 SPRUCE DR	74.38		74.38	$1,928.27
64	OAK CREST MANOR II	C/O D W JONES MGMT INC	P O BOX 340	WALKER MN 56484	41360646	09185001006Z889	ALL OF LOT 6 BLOCK 1, AND THAT PART OF LOT 7 BLOCK 1 LYING S'LY OF THE FOLLOWING DESCRIBED LINE; COMM. AT THE MOST W'LY CORNER OF SAID	SOUTH EDGEWOOD ADDITION	2014 SPRUCE DR	123.54		123.54	$3,202.72
65	OAK CREST MANOR	C/O DW JONES MANAGEMENT	PO BOX 340	WALKER MN 56484	41360647	09185001003O889	LOT 3 BLOCK 1	SOUTH EDGEWOOD ADDITION		150.01		150.01	$3,888.94
66	OAK CREST MANOR	C/O DW JONES MANAGEMENT	PO BOX 340	WALKER MN 56484	41360648	09185001002O889	LOT 2 BLOCK 1	SOUTH EDGEWOOD ADDITION	2106 SPRUCE DR	149.99		149.99	$3,888.42
										2859.15	**755.48**	**3236.89**	**$83,914.93**

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Graydon Ave Cost: $20.93/LF
67	JOHNSON, STEPHEN & JANICE	1905 GRAYDON AVE	BRAINERD MN 56401		41360722	09176000210009	LOT 21	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1905 GRAYDON AVE	100.03		100.03	$2,093.67
68	BRENDEFUR, RANCE	1909 GRAYDON AVE		BRAINERD MN 56401	41360723	09176000200009	LOT 20	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1909 GRAYDON AVE	100.03		100.03	$2,093.67
69	DENNY, LEWIS E IV & DAWN MARIE	1913 GRAYDON AVE	BRAINERD, MN 56401		41360724	09176000190009	LOT 19	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1913 GRAYDON AVE	99.97		99.97	$2,092.41
70	OWEN, WILLIAM & PATRICIA	1917 GRAYDON AVE	BRAINERD MN 56401		41360725	09176000180009	LOT 18	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1917 GRAYDON AVE	100.03		100.03	$2,093.67
71	ARGIR, CARLY J & DEREK JOHN	1921 GRAYDON AVE		BRAINERD MN 56401	41360726	09176000170009	LOT 17	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1921 GRAYDON AVE	99.97		99.97	$2,092.41
72	BRADLEY, HERMAN A JR & DEANN DAWN	1925 GRAYDON AVE		BRAINERD MN 56401	41360727	09176000160009	LOT 16	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1925 GRAYDON AVE	100.03		100.03	$2,093.67
73	HIGH, BARBARA A	1933 GRAYDON AVE		BRAINERD MN 56401	41360728	09176000150009	LOT 15	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF		99.97		99.97	$2,092.41
74	HIGH, BARBARA A	1933 GRAYDON AVE		BRAINERD MN 56401	41360729	09176000140009	LOT 14	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1933 GRAYDON AVE	95.03		95.03	$1,989.01

75	HIGH, BARBARA A	1933 GRAYDON AVE		BRAINERD MN 56401	41360730	09176000013O009	LOT 13	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF		94.98		94.98	$1,987.55
76	FABIAN, MICHAEL & TERI	1941 GRAYDON AVE	BRAINERD MN 56401		41360731	09176000012O009	LOT 12	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1941 GRAYDON AVE	116.34		116.34	$2,435.04
77	SCHMITT, PHILIP A	1934 GRAYDON AVE	BRAINERD, MN 56401		41360734	09176000009O009	LOT 9	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1934 GRAYDON AVE	112.97		112.97	$2,364.50
78	KADLEC, KARISA	1930 GRAYDON AVE		BRAINERD MN 56401	41360735	09176000008O009	LOT 8	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1930 GRAYDON AVE	99.97		99.97	$2,092.41
79	BURNETT, JOAN H	1926 GRAYDON AVE	BRAINERD, MN 56401		41360736	09176000007O009	LOT 7	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1926 GRAYDON AVE	110.03		110.03	$2,302.97
80	MARK, DARLENE	1922 GRAYDON AVE		BRAINERD MN 56401	41360737	09176000006O009	LOT 6	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1922 GRAYDON AVE	110.03		110.03	$2,302.97
81	AMUNDSON, SAMUEL P	1918 GRAYDON AVE		BRAINERD MN 56401	41360738	09176000005O009	LOT 5	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1918 GRAYDON AVE	99.97		99.97	$2,092.41
82	LARSON, CAMERON	1914 GRAYDON AVE		BRAINERD MN 56401	41360739	09176000004O009	LOT 4	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1914 GRAYDON AVE	100.03		100.03	$2,093.67
83	JOHNSTON TRUST	1910 GRAYDON AVE		BRAINERD MN 56401	41360740	09176000003O009	LOT 3 & ALSO INCL S 200 FT OF W 150 FT OF E 401.40 FT OF THE NWSE LYG N OF SECOND EDGEWOOD ADDITION TO THE CITY OF BRAINERD.	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1910 GRAYDON AVE	149.98		149.98	$3,139.14
84	ERICKSON, TAD & JACLYN	1906 GRAYDON AVE	BRAINERD MN 56401		41360741	09176000002O009	LOT 2	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1906 GRAYDON AVE	150.04		150.04	$3,140.39
85	SAWYER, BLOSSOM	1902 GRAYDON AVE		BRAINERD MN 56401	41360742	09176000001O009	LOT 1	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1902 GRAYDON AVE	88.35		88.35	$1,849.20
86	SULLIVAN, DAVID	1880 GRAYDON AVE		BRAINERD MN 56401	41360942	09124004001Z009	LOT 1 BLOCK 4 EX. THE E'LY 20 FT. THEREOF	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1880 GRAYDON AVE	150.49		150.49	$3,149.81
87	IMGRUND, GAIL	1876 GRAYDON AVE		BRAINERD MN 56401	41360943	09124004001Y009	E'LY 20 FT. OF LOT 1 BLOCK 4 AND ALL OF LOT 2 BLOCK 4	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1876 GRAYDON AVE		130.01	65.005	$1,360.58
88	KNUTSON, BRIAN K & KATALINA M	1887 GRAYDON AVE		BRAINERD MN 56401	41360944	09124003005Y009	THAT PT OF LOT 7 BLOCK 1 SOUTH EDGEWOOD ADD- ITION & THAT PT OF LOT 5 BLOCK 3 EDGEWOOD RD ADDITION TO THE CITY OF BRAINERD, AND THAT PT	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1887 GRAYDON AVE	98.23		98.23	$2,055.99
89	CLEMENTSON, DEWAYNE M	1889 GRAYDON AVE		BRAINERD MN 56401	41360945	09124003005X009	PT OF LOT 5 BLOCK 3 EDGEWOOD ROAD ADDN TO CITY OF BRAINERD & PT OF OUTLOT B 2ND EDGE- WOOD ROAD ADDN TO CITY OF BRAINERD & PT OF	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1889 GRAYDON AVE	71.71		71.71	$1,500.92
90	FEDERICI, LAURA MARIE	1883 GRAYDON AVE		BRAINERD MN 56401	41360946	09124003003Z009	LOTS 3 AND 4 BLOCK 3	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1883 GRAYDON AVE	119.97		119.97	$2,511.02
91	GONSER, KIT A & DARLA J	204 BIRCHRIDGE DR		BRAINERD MN 56401	41360947	09124003001Z009	LOTS 1 AND 2 BLOCK 3	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	204 BIRCHRIDGE DR		120.03	60.015	$1,256.14
										2468.13	**250.04**	**2593.15**	**$54,275.60**

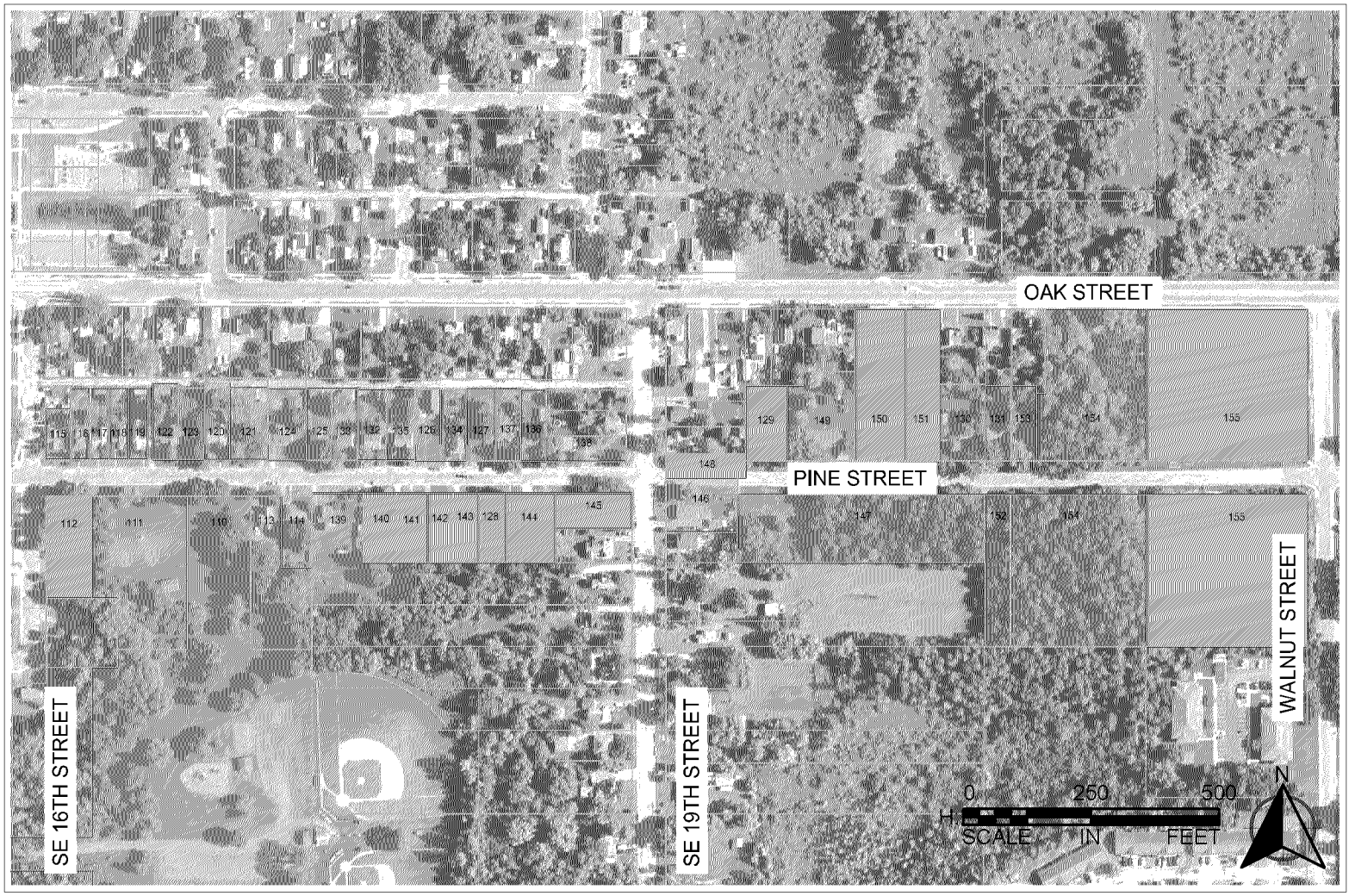


WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
HILLCREST DRIVE ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Hillcrest Drive
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Cost: $23.75/LF
92	WARTHEN, ROBERT L	2405 HILLCREST DR	BRAINERD, MN 56401		41010501	0960300001C0009	UNIT 1C & AN UNDIVIDED 1/3 INTEREST IN THE COMMON ELEMENTS. (COMMON ELEMENT PARCELS 09224001007A009 &	BUFFALO HILLS CONDOMINIUM CIC #1014	2405 HILLCREST DR	42		42	$997.48
93	BROWNE, CAROL M	2403 HILLCREST DR		BAXTER MN 56425	41010502	0960300001B0009	UNIT 1B & AN UNDIVIDED 1/3 INTEREST IN THE COMMON ELEMENTS. (COMMON ELEMENT PARCELS 09224001007A009 &	BUFFALO HILLS CONDOMINIUM CIC #1014	2403 HILLCREST DR	42		42	$997.48
94	NELSON, ETHEL M (LIFE ESTATE)	2401 HILLCREST DR	BRAINERD, MN 56401		41010503	0960300001A0009	UNIT 1A & AN UNDIVIDED 1/3 INTEREST IN THE COMMON ELEMENTS. (COMMON ELEMENT PARCELS 09224001007A009 &	BUFFALO HILLS CONDOMINIUM CIC #1014	2401 HILLCREST DR	42		42	$997.48
95	BUFFALO HILLS TOWNHOMES OWNERS ASSC	1100 COUNTY ROAD 44		BRAINERD MN 56401	41010565	092370010060009	(ASSESSED ELSEWHERE/COMMON ELEMENTS FOR BUFFALO HILLS TOWNHOMES 092370010060009) LOT 6 BLOCK 1	BUFFALO HILLS TOWNHOMES		16.72		16.72	$397.09
96	SCHEER, ALDER	2310 HILLCREST DR		BRAINERD MN 56401	41010566	092370010050009	LOT 5 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2310 HILLCREST DR	38		38	$902.48
97	VAN ESSEN, JOHN	2308 HILLCREST DR	BRAINERD, MN 56401		41010567	092370010040009	LOT 4 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2308 HILLCREST DR	26		26	$617.49
98	KIRSCHNER, BETTY K	2306 HILLCREST DR	BRAINERD, MN 56401		41010568	092370010030009	LOT 3 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2306 HILLCREST DR	26		26	$617.49
99	KRAUTKREMER, GERALDINE A	LEANN G MCDONALD	2220 SPRUCE DR	BRAINERD, MN 56401	41010569	092370010020009	LOT 2 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2304 HILLCREST DR	26		26	$617.49
100	RIDER, KRISTIE	2302 HILLCREST DR		BRAINERD MN 56401	41010570	092370010010009	LOT 1 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2302 HILLCREST DR	38.15		38.15	$906.05
101	CAUGHEY, RUSSELL C JR & KATHRYN	3234 COUNTY ROAD 121	FORT RIPLEY MN 56449		41010594	092240010110009	LOT 11 BLOCK 1	BUFFALO HILLS BUSINESS PARK	522 BUFFALO HILLS LN E	146		146	$3,467.44
102	HALF MILE LLC	33444 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010595	092240010100009	LOT 10 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2307 HILLCREST DR	104.62		104.62	$2,484.69
103	DK INVESTMENTS LLC	1107 6TH ST S	BRAINERD, MN 56401		41010596	092240010090009	LOT 9 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2311 HILLCREST DR	82.39		82.39	$1,956.73
104	DK INVESTMENTS LLC	1107 6TH ST S	BRAINERD, MN 56401		41010597	092240010080009	LOT 8 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2315 HILLCREST DR	38.52		38.52	$914.83
105	BUFFALO HILLS, CONDOMINIUM ASSOC	2401 HILLCREST DR	BRAINERD MN 56401		41010598	09224001007A009	(ASSESSED ELSEWHERE/COMMON ELEMENTS FOR CIC #1014 BUFFALO HILLS CONDO 09244001007A009 E 14 FT OF LOT 7 BLOCK 1	BUFFALO HILLS BUSINESS PARK		14		14	$332.49
106	HALF MILE LLC	33444 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010599	092240010060009	LOT 6 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2409 HILLCREST DR	149.84		149.84	$3,558.64
107	HOMESTEAD GROUP LLC	15244 STATE HWY 371		BAXTER MN 56425	41010600	092240010050009	LOTS 5A & 5B BLOCK 1	BUFFALO HILLS BUSINESS PARK	2415 HILLCREST DR	94.92		94.92	$2,254.31
108	HALF MILE LLC	33444 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010601	092240010040009	LOTS 4A & 4B BLOCK 1	BUFFALO HILLS BUSINESS PARK	2500 HILLCREST DR	104.69		104.69	$2,486.34
109	HALF MILE LLC	33445 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010602	092240010030009	LOT 3 BLOCK 1	BUFFALO HILLS BUSINESS PARK		101.29	262.42	232.5	$5,521.78
										1133.14	**262.42**	**1264.35**	**$30,027.78**



WSB PROJECT NO.:
032368-000

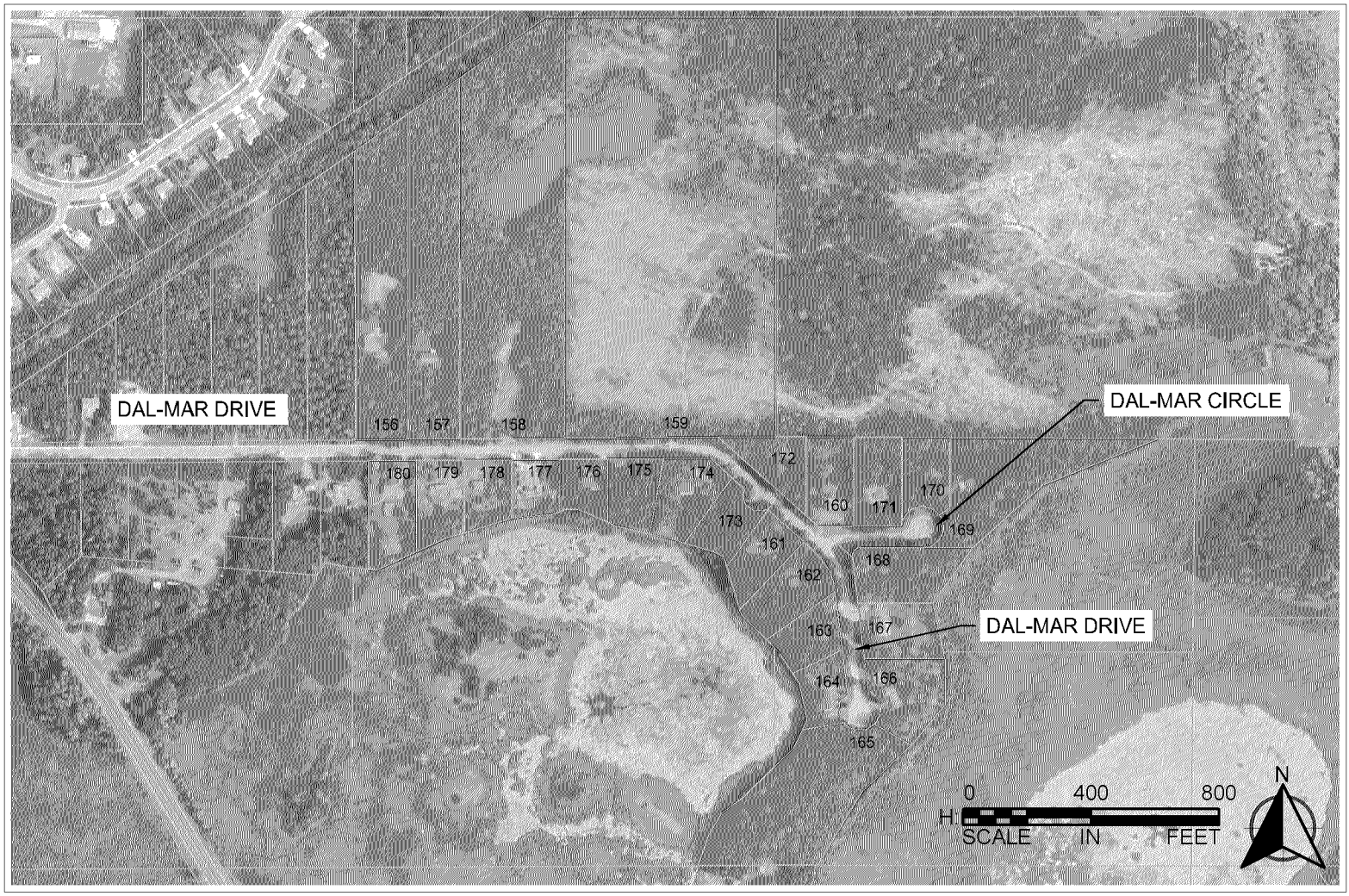
2026 RESURFACING PROJECT
PINE STREET ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Pine Street
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Phsical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Cost: $20.27/LF
110	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41250674	09174014000X009	FT., OF BLK. 14 EX. S. 16 FT. THEREOF AND ALSO BLOCK 14 DESC. AS FOL; COMM. AT THE NE COR. OF BLK.	SECOND ADDITION TO BRAINERD	1600 ROSEWOOD ST	124.25		124.25	$2,518.14
111	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41250675	09174014000U009	POINT 89 1/4 FT E. FROM THE NW CORNER OF BLOCK 14 ON PINE STREET IN THE SECOND ADD. TO THE TOWN OF	SECOND ADDITION TO BRAINERD		186.5		186.5	$3,779.74
112	JAMES-PTACEK, DIANE L	1604 PINE ST	BRAINERD, MN 56401		41250686	09174014000E009	COMM AT THE NW CORNER OF BLOCK 14, WHICH SAID CORNER IS 66 FT E OF THE NE CORNER OF BLK 13 ON PINE ST, IN SAID ADDITION, THENCE RUNNING	SECOND ADDITION TO BRAINERD	1604 PINE ST	61		61	$1,236.27
113	VLECK, DANIEL & AMY	14191 CROOKED LAKE RD	DEERWOOD MN 56444		41250687	09174014000B009	60 FT OF N 150 FT EX S 60 FT OF E 120 FT.	SECOND ADDITION TO BRAINERD	1704 PINE ST	60		60	$1,216.00
114	SELLNER, PATRICIA K	7327 TIMBER CREST DR S		COTTAGE GROVE MN 55016	41250688	09174014000A009	E. 60 FT. OF N. 150 FT. OF BLK. 14 ON PINE ST.	SECOND ADDITION TO BRAINERD	1708 PINE ST	60		60	$1,216.00
115	KUHN, NATASHA A	1601 PINE ST		BRAINERD MN 56401-4649	41250828	09174002007Z009	THE S 98 FT OF LOTS 7 AND 8 BLOCK 2	SECOND ADDITION TO BRAINERD	1601 PINE ST	21		21	$425.60
116	LAYER, DIANE L	1603 PINE ST		BRAINERD MN 56401	41250830	09174002005Z009	W. 1/2 OF LOT 5 BLOCK 2 AND ALL OF LOT 6 BLOCK 2	SECOND ADDITION TO BRAINERD	1603 PINE ST	37.5		37.5	$760.00
117	RUDE, MCKINLEIGH J	2447 55TH AVE		FORT RIPLEY MN 56449	41250831	09174002004Z009	LOT 4 BLOCK 2 AND E. 1/2 OF LOT 5 BLOCK 2	SECOND ADDITION TO BRAINERD	1605 PINE ST	37.5		37.5	$760.00
118	THEIEN, BARBARA	1607 PINE ST	BRAINERD, MN 56401		41250832	09174002002Z009	W. 1/2 OF LOT 2 BLOCK 2 AND ALL LOT 3 BLOCK 2	SECOND ADDITION TO BRAINERD	1607 PINE ST	37.5		37.5	$760.00
119	HANSON, JEROME E & DONNA	1609 PINE ST	BRAINERD MN 56401		41250833	09174002001Z009	LOT 1 BLOCK 2 AND E. 1/2 OF LOT 2 BLOCK 2	SECOND ADDITION TO BRAINERD	1609 PINE ST	37.5		37.5	$760.00
120	ANDERSLAND, SHARON LEE	1627 PINE ST		BRAINERD MN 56401	41250835	09174001000Y009	THE E 50 FT OF THE W 1/2 OF THE S 150 FT OF BLK 1	SECOND ADDITION TO BRAINERD	1627 PINE ST	50		50	$1,013.33
121	LORIMOR INVESTMENTS THREE LLC	16380 BIRCHWOOD LN		BRAINERD, MN 56401	41250836	09174001000X009	E. 20 FOR ALLEY, W. 75 FT. OF E. 1/2 OF S. 150 FT. OF BLOCK 1	SECOND ADDITION TO BRAINERD	1701 PINE ST	75		75	$1,520.00
122	NICKELS, DEBRA A	21370 S LAKE GEORGE DR NW	CEDAR, MN 55011-9136		41250837	09174001000W009	E. 16 FT. FOR ALLEY, W. 50 FT. OF S. 150 FT. OF BLOCK 1	SECOND ADDITION TO BRAINERD	1617 PINE ST	50		50	$1,013.33
123	SHEPERSKY, ZACHARY & DESIANNA FRELIX	1621 PINE ST		BRAINERD MN 56401	41250838	09174001000V009	E. 20 FT. FOR ALLEY, E. 50 OF THE W. 100 FT. OF S. 140 FT. BLOCK 1	SECOND ADDITION TO BRAINERD	1621 PINE ST	50		50	$1,013.33
124	JENKINS, JOEL A	1707 PINE ST	BRAINERD MN 56401		41250843	09174001000N009	E. 75 FT OF S. 140 FT OF BLOCK 1	SECOND ADDITION TO BRAINERD	1707 PINE ST	75		75	$1,520.00
125	BLOCH, MICHAEL	1713 PINE ST	BRAINERD, MN 56401		41300501	09145000028D009	S. 170 FT. OF W. 50 FT. OF TRACT 28 EX. S. 30 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1713 PINE ST	50		50	$1,013.33
126	KORT, CHRISTOPHER D	1805 PINE ST		BRAINERD MN 56401	41300502	09145000027D009	W. 50 FT. OF E. 100 FT. OF S. 180 FT. OF TRACT 27	HOLLANDS THIRD ADDITION TO THE CITY OF	1805 PINE ST	50		50	$1,013.33

127	LYONAIS, ZACKERY J & NICOLE M	1813 PINE ST		BRAINERD MN 56401	41300503	09145000026D009	S 170 FT OF TRACT 26 EXCEPT THE E 100 FT AND ALSO EXCEPT THE S 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1813 PINE ST	56.5		56.5	$1,145.07
128	DOSHAN, LAUREL J (LIFE ESTATE)	1812 PINE ST	BRAINERD, MN 56401		41300505	09145000024D009	E. 50 FT. OF W. 100 FT. OF E. 350 FT.TRACT 24 EX. N. 30 FT. THEREOF	HOLLANDS THIRD ADDITION TO THE CITY OF	1812 PINE ST	50		50	$1,013.33
129	WELCH, LEODA J	1917 PINE ST		BRAINERD MN 56401	41300509	09145000003D009	W 50 FT OF TRACT 3 EXC N 150 FT. & E 31.5 FT OF W 81.5 FT OF TRACT 3 EXC N 150 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1917 PINE ST	81.5		81.5	$1,651.73
130	CHAPA, JORDIN	2011 PINE ST		BRAINERD MN 56401	41300510	09145000001D009	N 150 FT OF S 183 FT OF TRACT 1 EX W 66.5 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	2011 PINE ST	90		90	$1,824.00
131	SAMUELSON, CHRISTINE	2019 PINE ST	BRAINERD MN 56401		41300511	09144000032D009	S. 147 FT. OF N. 297 FT. OF W. 50 FT. OF TRACT 32	HOLLANDS SECOND ADDITION TO THE CITY OF	2019 PINE ST	50		50	$1,013.33
132	ANDERSON, JULIE M	1721 PINE ST		BRAINERD MN 56401	41300803	09145000028F009	E. 56 1/2 FT. OF N. 140 FT. OF S. 170 FT. OF TRACT 28	HOLLANDS THIRD ADDITION TO THE CITY OF	1721 PINE ST	56.5		56.5	$1,145.07
133	SHERMAN, JOSEPH R & BARBARA A	PO BOX 844	WALKER, MN 56484		41300804	09145000028E009	50 FT OF THE W 100 FT OF S 180 FT OF TRACT 28, AND BEG AT A POINT 50 FT E OF THE SW CORNER OF TRACT	HOLLANDS THIRD ADDITION TO THE CITY OF	1717 PINE ST	50		50	$1,013.33
134	FRANCIS, SARAH B	1807 PINE ST	BRAINERD, MN 56401		41300808	09145000027E009	E 50 FT OF N 140 FT OF S 170 FT TRACT 27	HOLLANDS THIRD ADDITION TO THE CITY OF	1807 PINE ST	50		50	$1,013.33
135	STRANGE, CHRISTINE L	1801 PINE ST		BRAINERD MN 56401	41300809	09145000027C009	W. 56 1/2 FT. OF THE S. 170 FT. OF TRACT 27 EX. S. 30 FT. THEREOF	HOLLANDS THIRD ADDITION TO THE CITY OF	1801 PINE ST	56.5		56.5	$1,145.07
136	BEMENT, ARLISS J	11279 ASH AVE NE	BRAINERD, MN 56401		41300812	09145000026F009	N. 150 FT. OF S. 180 FT. OF E. 50 FT. TRACT 26 EX. N. 10 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1817 PINE ST	50		50	$1,013.33
137	BEMENT, ARLISS J	11279 ASH AVE NE	BRAINERD, MN 56401		41300813	09145000026E009	N. 140 FT. OF S. 170 FT. OF W. 50 FT. OF E. 100 FT. OF TRACT 26	HOLLANDS THIRD ADDITION TO THE CITY OF	1815 PINE ST	50		50	$1,013.33
138	MAKI, CHRISTOPHER & ADINA	1819 PINE ST		BRAINERD MN 56401	41300817	09145000025F009	N 50 FT OF S 80 FT OF TRACT 25	HOLLANDS THIRD ADDITION TO THE CITY OF	1819 PINE ST		156.5	78.25	$1,585.87
139	BOYD, ROBERT NEAL JR	1710 PINE ST		BRAINERD MN 56401	41300823	09145000024I009	W 100 FT OF TRACT 24 EXC N 30 FT THEREOF & ALSO W 203 FT OF N 1/2 OF TRACT 23	HOLLANDS THIRD ADDITION TO THE CITY OF	1710 PINE ST	100		100	$2,026.67
140	GAUERKE, JOHN M	1718 PINE ST SE	BRAINERD, MN 56401		41300824	09145000024H009	E 66 FT OF W 166 FT OF TRACT 24 ,EXCEPT THE N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1718 PINE ST	66		66	$1,337.60
141	BUNTING, CODY LOGAN	1802 PINE ST		BRAINERD MN 56401	41300825	09145000024G009	E. 60 FT. OF E. 126 FT. OF W. 226 FT OF TRACT 24 EX. N. 30 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1802 PINE ST	60		60	$1,216.00
142	NILES, DANIEL JAMES	1806 PINE ST		BRAINERD MN 56401	41300826	09145000024F009	W 50 FT OF E 400 FT OF TRACT 24, EXCEPT THE N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1806 PINE ST	50		50	$1,013.33
143	BARRETT, DAVID R & JULE A	1808 PINE ST	BRAINERD, MN 56401		41300827	09145000024E009	W 50 FT OF W 100 FT OF E 350 FT OF TRACT 24 EXC N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1808 PINE ST	50		50	$1,013.33

144	KUKOWSKI, RYAN	1816 PINE ST	BRAINERD MN 56401		41300828	09145000024C009	W 100 FT OF E 250 FT OF TRACT 24 EXCEPT THE N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1816 PINE ST	100		100	$2,026.67
145	WEILAND, JACOB L	704 19TH ST SE	BRAINERD, MN 56401		41300829	09145000024B009	S 70 FT OF N 100 FT OF E 150 FT OF LOT 24.	HOLLANDS THIRD ADDITION TO THE CITY OF	704 19TH ST S		150	75	$1,520.00
146	WIND, DONNA J	701 19TH ST SE	BRAINERD MN 56401		41300858	09145000005C009	SUBJ TO PERM ESMNT FOR STREET & ROAD PURPOSES OVER THE N 33 FT OF TRACT 5 TO THE CITY OF BRAINERD AS	HOLLANDS THIRD ADDITION TO THE CITY OF	701 19TH ST S		140	70	$1,418.67
147	HILL, DONALD	916 THREE LAKES RD		OTTERTAIL MN 56571	41300859	09145000005B009	TRACT 5 EX THE N 33 FT & EX W 140 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF		484.25		484.25	$9,814.14
148	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300861	09145000004E009	S. 50 FT. TRACT 4 EX. N. 3 FT. THEREOF	HOLLANDS THIRD ADDITION TO THE CITY OF	623 19TH ST SE		156.5	78.25	$1,585.87
149	JOHNSON, CURTIS JAMES	1921 PINE ST		BRAINERD, MN 56401	41300869	09145000002W009	W 56 1/2 FT OF THE S 165FT OF TRACT 2 & THE E 43 1/2FT OF THE S 165FT OF TRACT 3 & ALSO INCL THE N 10FT OF THE S 175FT OF THE W	HOLLANDS THIRD ADDITION TO THE CITY OF	1921 PINE ST	131.5		131.5	$2,665.07
150	BORG, BRAYDON W	1924 OAK ST		BRAINERD MN 56401	41300871	09145000002A009	E. 100 FT. OF TRACT 2 EX. THE S. 33 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1924 OAK ST	100		100	$2,026.67
151	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300873	09145000001B009	W. 66.5FT. OF TRACT 1 EX. THE S. 33FT. THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF		66.5		66.5	$1,347.73
152	WOLF, MICHAEL RAYMOND	2020 PINE ST		BRAINERD MN 56401-5040	41300875	09144000032G009	W. 50 FT. OF TRACT 32 EXCEPT THE N. 363 FT THEREOF.	HOLLANDS SECOND ADDITION TO THE CITY OF	2020 PINE ST	50		50	$1,013.33
153	PUERINGER, DAVID F PUERINGER INVEST	616 1/2 FRONT ST	BRAINERD, MN 56401		41300877	09144000032E009	S. 147 FT. OF N. 297 FT. OF E. 50 FT. OF W. 100 FT. OF TRACT 32	HOLLANDS SECOND ADDITION TO THE CITY OF	2023 PINE ST	50		50	$1,013.33
154	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300879	09144000032A009	TRACT 32 EX. W. 50', EX. S. 66' OF N. 363', AND EX. S. 147' OF N. 297' OF E. 50' OF W. 100', AND EX. E. 66' OF W. 116' OF N. 150',	HOLLANDS SECOND ADDITION TO THE CITY OF		481.19		481.19	$9,752.13
155	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300880	091440000310009	TRACT 31	HOLLANDS SECOND ADDITION TO THE CITY OF			531	265.5	$5,380.81
										3493.19	**1134**	**4060.19**	**$82,286.60**



WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
DAL-MAR DRIVE/CIRCLE ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Dal Mar Drive/Circle
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment	Estimated Assessment (Alternate #1)
													Cost: $16.08/LF	Cost: $12.28/LF
156	SWEET, RICHARD G & NANCY J	8742 DAL MAR DR	BRAINERD, MN 56401		41280534	080283400CB0009	W. 1/2 OF W. 1/2 OF W. 1/2 OF SE1/4 OF SW1/4 SEC. 28. SUBJECT TO RAILROAD ROW. SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF		8742 DAL-MAR DR	76.3		76.3	$1,226.58	$937.02
157	ERLANDSON, DAVID L & ANNETTE F	8776 DAL MAR DR	BRAINERD MN 56401		41280535	080283400CA0009	E. 1/2 OF W. 1/2 OF W. 1/2 OF SE1/4 OF SW1/4 SEC. 28. SUBJECT TO RAILROAD ROW. SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF		8776 DAL-MAR DR	162.64		162.64	$2,614.57	$1,997.33
158	JARVELA, JACK & THERESA	8806 DAL MAR DR	BRAINERD MN 56401		41280536	080283400BA0009	E 1/2 OF W 1/2 OF SESW EX DNR/RR ROW NKA PAUL BUNYAN TRAIL.		8806 DAL-MAR DR	326.84		326.84	$5,254.22	$4,013.82
159	TAX FORFEITED	CROW WING COUNTY LAND SERVICES	322 LAUREL ST STE 15	BRAINERD, MN 56401-3590	41280537	080283400A00009	E. 1/2 OF SE1/4 OF SW1/4 SEC. 28.			479.98		479.98	$7,716.06	$5,894.48
160	BARROWS, TERRY & TAMBREY	8996 DAL-MAR DR		BRAINERD MN 56401	41290706	092590010020009	LOT 2 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	8996 DAL-MAR DR	162.71		162.71	$2,615.69	$1,998.19
161	SLUKICH, KAY L & THOMAS J	8963 DAL-MAR DR	BRAINERD MN 56401		41330712	092590010130009	LOT 13 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	8963 DAL-MAR DR	150		150	$2,411.37	$1,842.10
162	DAVIS, TIMOTHY L & MARY E FAMILY TRUST	9017 DAL-MAR DR		BRAINERD MN 56401	41330713	092590010120009	LOT 12 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9017 DAL-MAR DR	188.17		188.17	$3,024.98	$2,310.86
163	PHILLIPS FAMILY TRUST	9051 DAL MAR DR		BRAINERD MN 56401	41330714	092590010110009	LOT 11 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9051 DAL-MAR DR	185		185	$2,974.02	$2,271.93
164	OELSCHLAGER, KRISTINE	9085 DAL MAR DR		BRAINERD MN 56401	41330715	092590010100009	LOT 10 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9085 DAL-MAR DR	240.92		240.92	$3,872.98	$2,958.67
165	JEDLENSKI, GREGORY A & PATRICIA	9089 DAL-MAR DR	BRAINERD MN 56401		41330716	092590010090009	LOT 9 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9089 DAL-MAR DR	106.52		106.52	$1,712.39	$1,308.14
166	CARLSON, ALLEN G	MARGARET LANE DOUGLAS	9084 DAL MAR DR	BRAINERD MN 56401	41330717	092590010080009	LOT 8 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9084 DAL-MAR DR	226.7		226.7	$3,644.38	$2,784.03
167	SCHMIDT, MATTHEW & MELISSA	9046 DAL-MAR DR	BRAINERD MN 56401		41330718	092590010070009	LOT 7 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9046 DAL-MAR DR	175		175	$2,813.27	$2,149.12
168	PETERSON, CURTIS L & VICKIE M	9020 DAL MAR DR	BRAINERD, MN 56401		41330719	092590010060009	LOT 6 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9020 DAL-MAR DR	190.22	192.2	286.32	$4,602.82	$3,516.21
169	MILLER, MICHAEL N & KRISTINE ANN	9068 DAL-MAR CIR		BRAINERD MN 56401	41330720	092590010050009	LOT 5 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9068 DAL-MAR CIR	137.23		137.23	$2,206.08	$1,685.28
170	MILLER, MICHAEL N & KRISTINE ANN	9068 DAL-MAR CIR		BRAINERD MN 56401	41330721	092590010040009	LOT 4 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES		158.21		158.21	$2,543.35	$1,942.93
171	BLUTH, JEFFREY D & TRACY LA	9044 DAL-MAR CIR	BRAINERD MN 56401		41330722	092590010030009	LOT 3 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9044 DAL-MAR CIR	150		150	$2,411.37	$1,842.10
172	WRIGHT, GREGORY HOWARD	44524 SAMILIN CIR		TEMECULA CA 92592	41330723	092590010010009	LOT 1 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	8960 DAL-MAR DR	367.93		367.93	$5,914.77	$4,518.44

173	READY, PHILIP W & BRENNA M	8917 DAL-MAR DR	BRAINERD, MN 56401		41330724	092580010098009	LOT 9 BLOCK 1, EXCEPT THAT PART THEREOF LYING N OF THE FOLLOWING DESCRIBED LINE; COMM AT THE SE CORNER OF SAID LOT 9, THEN N 36 DEG 57	DAL-MAR ESTATES		176.64		176.64	$2,839.63	$2,169.26
174	READY, PHILIP W & BRENNA M	8917 DAL-MAR DR	BRAINERD, MN 56401		41330726	092580010080009	LOT 8 BLOCK 1	DAL-MAR ESTATES	8917 DAL-MAR DR	238.07		238.07	$3,827.17	$2,923.67
175	KNOPIK, JOSHUA M & MELISSA A	8865 DAL-MAR DR	BRAINERD MN 56401		41330727	092580010070009	LOT 7 BLOCK 1	DAL-MAR ESTATES		175		175	$2,813.27	$2,149.12
176	KNOPIK, JOSHUA M & MELISSA A	8865 DAL-MAR DR	BRAINERD MN 56401		41330728	092580010060009	LOT 6 BLOCK 1	DAL-MAR ESTATES	8865 DAL-MAR DR	150		150	$2,411.37	$1,842.10
177	BILLMAN, TUCKER ROBERT & HARUNA	8821 DAL-MAR DR		BRAINERD MN 56401	41330729	092580010050009	LOT 5 BLOCK 1	DAL-MAR ESTATES	8821 DAL-MAR DR	150		150	$2,411.37	$1,842.10
178	MORTENSEN, MARK	8783 DAL MAR DR	BRAINERD MN 56401		41330730	092580010040009	LOT 4 BLOCK 1	DAL-MAR ESTATES		150		150	$2,411.37	$1,842.10
179	MORTENSEN, MARK L & GAYLE E FAMILY TRUST	8783 DAL MAR DR		BRAINERD MN 56401	41330731	092580010030009	LOT 3 BLOCK 1	DAL-MAR ESTATES	8783 DAL-MAR DR	150		150	$2,411.37	$1,842.10
180	RUDOLPH, NICOLETTE & NEIL	8759 DAL MAR DR		BRAINERD MN 56401	41330732	092580010020009	LOT 2 BLOCK 1	DAL-MAR ESTATES	8759 DAL-MAR DR	102.6		102.6	$1,649.38	$1,260.00
										4776.68	**192.2**	**4872.78**	**$78,333.86**	**$59,841.13**

WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
SOUTH 11TH STREET ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - South 11th Street
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Cost: $28.90/LF
181	NUSTAD, JEFFREY & LORI	PO BOX 1053	DETROIT LAKES MN 56502		41010547	092440050010009	LOT 1 BLOCK 5	THIESSE INDUSTRIAL PARK ADDITION	2802 11TH ST SE	189.68		189.68	$5,482.10
182	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41010548	092440040010009	LOT 1 BLOCK 4	THIESSE INDUSTRIAL PARK ADDITION		408.76		408.76	$11,813.91
183	2801 PROPERTY LLC	4420 MARTIN RD		DULUTH MN 55803	41010550	092440030020009	LOT 2 BLOCK 3	THIESSE INDUSTRIAL PARK ADDITION	2801 11TH ST SE		305.62	152.81	$4,416.49
184	LAMS PROPERTIES LLC	2701 11TH ST S		BRAINERD MN 56401	41010551	092440030010009	LOT 1 BLOCK 3	THIESSE INDUSTRIAL PARK ADDITION	2701 11TH ST S	304.08		304.08	$8,788.46
185	JOHNSON, STEPHEN A & EILEEN A	1360 120TH ST SW		EAST GULL LAKE MN 56401	41010552	09244002001B009	THE S. 205 FT OF LOT 1 BLOCK 2	THIESSE INDUSTRIAL PARK ADDITION		205		205	$5,924.87
186	JOHNSON, S & E FAMILY TRUST	1360 120TH ST SW		EAST GULL LAKE MN 56401	41010553	09244002001A009	LOT 1 BLOCK 2, EXCEPT THE S. 205 FT THEREOF.	THIESSE INDUSTRIAL PARK ADDITION		532.63		532.63	$15,393.97
187	AMERIGAS PROPANE LP	P O BOX 858	VALLEY FORGE, PA 19482		41010554	092440010060009	LOT 6 BLOCK 1	THIESSE INDUSTRIAL PARK ADDITION	2624 11TH ST SE	264.09		264.09	$7,632.68
188	SUPERIOR FUEL COMPANY	1330 TOWER AVE		SUPERIOR WI 54880	41010555	092440010050009	LOT 5 BLOCK 1	THIESSE INDUSTRIAL PARK ADDITION	2602 11TH ST SE	201.85		201.85	$5,833.83
189	BTD GROUP LLC	11869 COUNTY RD 45	BRAINERD, MN 56401		41010556	092440010040009	LOT 4 BLOCK 1. SUBJ TO RESERV, RESTR AND ESMNTS OF RECORD, IF ANY.	THIESSE INDUSTRIAL PARK ADDITION	11869 COUNTY ROAD 45	91.23		91.23	$2,636.71
190	STERN COMPANIES INC	1110 WRIGHT ST		BRAINERD MN 56401	41010558	09244001002C009	E 199.5 FT OF S 325.5 FT OF LOT 2 BLK 1 & S 50 FT OF SD LOT 2 & LOT 2 BLOCK 1 EXCEPT THE E. 199.50 FT THEREOF, AND EXCEPT THE S. 50 FT THEREOF. SUBJ TO ESMNT ON DOC #699907.	THIESSE INDUSTRIAL PARK ADDITION	1100 INDUSTRIAL PARK RD SW		455.72	227.86	$6,585.57
191	C & B INVESTMENTS LLC	11198 BRAYTON RD	BRAINERD, MN 56401		41010561	092440010010009	LOT 1 BLOCK 1	THIESSE INDUSTRIAL PARK ADDITION	2502 11ST ST S	536.03		536.03	$15,492.24
192	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41010562	09244009OC0009	OUTLOT C	THIESSE INDUSTRIAL PARK ADDITION		172.47		172.47	$4,984.70
193	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41010564	09244009OA0009	OUTLOT A	THIESSE INDUSTRIAL PARK ADDITION			972.61	486.305	$14,055.10
										2905.82	**1733.95**	**3772.795**	**$ 109,040.62**

City Council
Agenda Request

MEETING DATE: March 2, 2026

TITLE OF ITEM: Charter - Direct Special Meeting with Charter Commission

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Charter Commission, Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE

Several meetings have been held going back to 20 Aug 25 regarding the city charter. Meetings have been some combination of the charter commission, the public utilities commission, and the city council liaisons. Meeting dates have been 20 Aug 25, 5 Nov 25, 17 Dec 25, 21 Jan 26, and 19 Feb 26.

At the 20 Aug 25 meeting, the charter commission directed staff to review chapter 5 and consult with the city attorney to draft language to codify the intent of the existing charter. At the same meeting, they also directed staff to check for inconsistencies in chapter 2, section 30.

At the 5 Nov 25 meeting, staff asked the charter commission if we could review the entire charter, front to back, and suggest revisions. The commission subsequently directed staff to draft a charter to be reviewed by the end of the year at a joint meeting with the public utilities commission. Two joint meetings followed on 17 Dec 25 and 21 Jan 26 to hear comments from both commissions.

Finally, at a joint meeting on 19 Feb 26, the charter commission unanimously voted forward a draft charter for consideration by the city council.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached to this agenda item are (1) the current charter, (2) a modified redlined version of the current charter to promote easier understanding of changes, and (3) a clean version reflecting incorporated comments from the charter commission and the public utilities commission.

Commissioners' comments were reviewed on February 19th: https://www.youtube.com/watch?v=iNDYb6FlgS4

The intent of this agenda item is not to discuss comments today but to ask council to direct staff to schedule a joint special meeting between the city council and the charter commission as soon as schedules and noticing requirements permit.

RECOMMENDED ACTION/MOTION

Motion to direct staff to schedule a special joint meeting with city council and the charter commission to discuss recommended charter changes.

FINANCIAL IMPACT

N/A

BRAINERD CITY CHARTER

CHAPTER ONE

NAME, BOUNDARIES, POWERS AND DIVISIONS

All that district of country in the county of Crow Wing contained within the limits and boundaries as now are or hereafter may be established shall be a City by the name of "Brainerd," and all the people now inhabiting, and those who shall hereafter inhabit the same district shall be a municipal corporation by the name of "The City of Brainerd", and by that name may sue and be sued, plead and be impleaded, in any court; make and use a common seal, and alter it at pleasure; take and hold, lease and convey, all such real personal and mixed property as the purposes of the corporation may require, or the transaction or exigencies of the business may render convenient, within or without the limits of such district; shall be capable of contracting and being contracted with, and shall have all the general powers possessed by municipal corporations at common law, and, in addition thereto, shall possess all powers hereinafter specifically granted; and all the authorities thereof shall have perpetual succession.

The City shall be divided into four wards in accordance with state law.

CHAPTER TWO

OFFICERS AND ELECTIONS

1. The elective officers of the City shall be a Mayor and seven City Council Members. Of the seven Council Members, three shall be elected at large and one from each ward. All elective officers shall be residents of the City of Brainerd and the four ward Council Members shall be residents of their respective wards.

2. When more than twice the number of individuals file to be elected to a municipal office, a primary election shall be conducted, and the returns made and results canvassed consistent with the general laws of the State of Minnesota pertaining to primaries. The regular City election for the election of City officers shall be held on the first Tuesday after the first Monday of November in each even numbered year; and all general laws of the State of Minnesota, relating to the election of City officers and the primaries thereof, shall, so far as applicable, apply to and govern all nominations and elections under this Charter, and all special elections, and are hereby adopted as a part of this Charter, the same as if herein specifically reenacted. The judges, clerks and other officers of election at the then last general election for state officers shall be the judges, clerks and other officers of all special City elections, except that the City Council shall appoint additional officers as permitted by law. Election returns shall be made and results canvassed consistent with the general laws of the State of Minnesota pertaining to general elections.

3. The term of office of every officer elected under this Charter, unless otherwise provided for, shall commence on the first Monday of January following the election and shall continue for a term of four years and until his or her successor is elected and qualified.

4. The appointive officers of the City shall be a City Attorney, Public Utilities commission to consist of five (5) members, a Park and Recreation Board to consist of five (5) members, and a Library Board to consist of nine (9) members, and such other officers as the City Council deem proper and necessary. Provided, however, that no elective or appointive person holding office in the City of Brainerd may be appointed to the Public Utilities Commission.

5. At its first regular meeting in January of each odd-numbered year the Council shall, by majority vote, appoint the City Attorney. All terms shall commence at the time of appointment and continue until successors to the appointed offices are appointed and qualified.

6. The members of the Public Utilities Commission, the Park and Recreation Board, and the Library Board shall be appointed by the Mayor and their appointment confirmed by the City Council: such appointments and confirmation shall be made at the first regular Council meeting in January of each year; at which time there shall be appointed one (1) member of the Public Utilities Commission, one (1) member of the Park and Recreation Board: and every other year and three (3) members of the Library Board. The term of office for a member

of the Library Board shall be for six (6) years, the term of office for a member of the Public Utilities Commission shall be for five (5) years, and the term of office for a member of the Park and Recreation Board shall be for five (5) years. Such terms of office shall commence upon their appointment and qualification and continue for said terms until their successors are appointed and qualified.

7. Any elective or appointive officer provided for by this Charter having entered upon the duties of the office may resign the same. Any elective or appointive officer changing residence from the City, or any Member from the ward for which elected or appointed shall be deemed to have vacated such office.

8. Every person appointed to any office by the City Council or Mayor may be removed from such office by a vote of two thirds of all the Members authorized to be elected. But any officer appointed by the Mayor shall not be removed except for cause, nor unless first furnished with a copy of the charges, nor until such person shall have reasonable opportunity to be heard in person, or by counsel in his or her defense.

   The Council shall fix the time and place for the hearing of such officer, of which not less than ten days' notice shall be given to such officer and shall have the power to compel the attendance of witnesses and the production of papers, and to hear and determine the case; and if such officer shall refuse or neglect to appear and answer such charges, the City Council may declare such office vacant. Among such causes shall be continued absence by a member of a board from three successive regular meetings of such board, or neglect of duty of any officer.

9. Any person shall not be eligible to serve on a Board or Commission of the City under this Charter who has ever been convicted of a felony, or is not at the time of his appointment a qualified elector of the City of Brainerd (unless otherwise expressly allowed by the City by ordinance, resolution or policy), or who is at such time interested in any contract with the City of Brainerd to which the person is a party, either individually or as a member of a firm, or as director or other managing officer of a corporation.

10. Whenever any vacancy shall occur in any elective or appointive office, such vacancy shall be filled by the City Council in the manner provided for appointments by the City Council; except that the members of the Public Utilities Commission, the Park Board, and the Library Board, shall be appointed by the Mayor and confirmed by the City Council.

    All officers so appointed shall hold their respective offices for the balance of the unexpired terms.

11. Every person elected or appointed to any office under the provisions of this Charter shall before entering upon the duties of the office take and subscribe an oath of office and file the same with the City Clerk. The Administrator and such other officers as the City Council shall require and as shall be required by the provisions of this Charter, shall severally, before they enter upon the duties of their respective offices, execute to the City of Brainerd, bonds in

such amounts as the Council shall prescribe, conditioned that such officers will faithfully perform the duties of their respective offices, and account for and turn over all money and other property, coming into the officer's hands. Such bond and the expense thereof, if a surety bond, shall be paid by the City.

All official bonds shall be approved by the City Council and be kept on file in the office of the City Administrator.

12. The compensation of all elective and appointive officers of the City shall be fixed by ordinance as permitted by State Statute.

13. The Mayor shall be the chief executive of the City and see that the laws of the state and the ordinances of the City are duly observed and enforced within the City and that all other officers of the City discharge their duties. The Mayor shall be an ex-officio member of the City Council, for the purpose only of casting the deciding vote upon any question before said Council when the Council Members composing the said Council present and voting are equally divided thereupon. The Mayor shall from time to time give the City Council such information and recommend such measures as the Mayor deems to be in the best interest of the City. The Mayor shall sign all bonds, contracts, warrants, ordinances, resolutions and such other papers and documents as may be made or executed in behalf of the City. All Ordinances and Resolutions shall before they take effect be presented to the Mayor, and if the Mayor approves thereof shall sign the same, and such as the Mayor shall not sign, shall be returned to the Council with the Mayor's objection thereto, by depositing the same with the City Administrator to be presented to the City Council at its next meeting.

    Upon the return of any ordinance or Resolution by the Mayor, the vote by which the same was passed shall be deemed to have been reconsidered, and the question shall be again put upon the passage of the same notwithstanding the objections of the Mayor, and if upon such vote the City Council shall pass the same by a vote of two-thirds of all the members of the Council, it shall have the same effect as if approved by the Mayor. If any ordinance or Resolution shall not be returned by the Mayor within five days, Sundays and holidays excepted, after it shall have been presented to the Mayor, the same shall have the same force and effect as if approved by the Mayor. In case the Mayor shall be guilty of willful oppression, corrupt partially or other malfeasance in the discharge of the duties of the office the Mayor shall be liable to indictment and on conviction thereof shall be punished by a fine of not more than Five Hundred ($500.00) Dollars.

14. At the first meeting in January of the City Council after the regular City election it shall proceed to elect by ballot from its members a President and Vice-President. The President shall preside over the meetings of the City council and appoint all standing and temporary committees thereof, and during absence of the Mayor from the City, or the Mayor's inability for any reason to discharge the duties of the office, the said President shall exercise all the powers and discharge all the duties of the Mayor.

In case the President shall be absent at any time the Vice-President shall discharge the duties of such President and act in the President's place. The President or Vice-President while performing the duties as Mayor shall be styled "Acting Mayor", and acts performed by either when acting as Mayor, shall have the same force and validity as if performed by the Mayor.

15. The City Administrator shall be the chief administrative officer of the City of Brainerd. The Council shall delegate to the City Administrator by Ordinance whatever powers and duties it deems necessary or proper for the efficient administration of City affairs. Such delegation may include, but is not limited to, supervision of City employees and department heads. Provided, however, that the City Attorney shall be directly responsible to the Council and Mayor for professional advice and services. The Council may at any time rescind or amend authority delegated to the City Administrator. At no time shall such delegation abridge the authority of a Council Member or the Mayor or the Public Utilities Commission or any other board or commission enumerated in the Charter in fulfilling their duties granted in this charter.

16. Any elective officer, whether elected by popular vote or appointed to fill a vacancy, may be removed at any time for malfeasance or nonfeasance in office, by the electors qualified to vote for a successor of such officer. The procedure to affect a removal of such elective municipal officer shall be as follows:

17. A petition signed by electors entitled to vote for a successor of the officer sought to be removed equal in number to at least twenty-five percent of the entire vote for all candidates for the office, the incumbent of which is sought to be removed, cast at the last preceding regular municipal election, demanding an election of a successor of the person sought to be removed, shall be addressed to the Council and presented to the City Clerk; provided, that the petition shall contain a general statement of the ground for which the removal is sought.
18. If the petition shall be found to be sufficient the Administrator shall transmit the same to the Council without delay. If the petition shall be found to be sufficient the City Council shall order and fix a date for holding the said election at the next election date authorized by state law that is not less than seventy-seven (77) days from the date of the Administrator's certificate to the Council that a sufficient petition is filed. The Council shall make or cause to be made publication of notice, and all arrangements for holding such election, provided, that in the published call for the election there shall be printed in not more than 200 words the reason for demanding the recall of the officer as set forth in the recall petition, and in not more than 200 words the officer may justify his or her course in office: and said election shall be conducted, returned, and the result thereof declared, in all respects, as are other City elections.

19. At an election on removal, the question on the ballot shall be in substantially the following form: "Shall ..... (Name) elected (appointed) to the office of ..... (title) be removed from that office?" If a majority of voters at the election vote in the affirmative, the officer shall be recalled and removed.

20. No person who has been removed from office by recall or has resigned from office after the filing of a recall petition, shall be appointed to any office under this Charter within one year after such removal or resignation.

21. In so far as practical, all laws and provisions for holding regular or special elections in the City shall apply to such recall election and the preliminaries thereto, and wherein applicable or impractical the Council shall by Ordinance provide such other and further regulation consistent herewith as may be necessary to carry out the provisions of Sections 16, 17, 18, 19, and 20.

DUTIES OF THE CITY ATTORNEY

22. The City Attorney shall perform all professional services incident to the office; shall attend all meetings of the City Council, and when requested shall attend all meetings of committees of the Council. The City Attorney shall give legal opinions and advice upon all questions pertaining to City business when requested so to do by the City Council or any officer of the City. The City Attorney shall institute, prosecute, and defend all actions brought by the City or against the City; and shall draw and prepare all ordinances, resolutions, contracts, bonds or other instruments in which the City or any board thereof is interested. The City Attorney shall be the legal advisor of the Public Utilities Commission, the Park Board, the Library Board, and the committees thereof; shall attend the meetings of the said boards when requested so to do and furnish to the said boards written legal opinions when requested, and shall institute, prosecute, and defend all actions which may be brought by or against said boards or by or against the City affecting the affairs of such boards.

    The Council shall have power to appoint and employ special counsel to assist the City Attorney in the performance of any of the City Attorney's duties and fix and pay the compensation therefor.

DUTIES OF CITY OFFICERS

23. All City officers shall perform such other duties as may be directed by the City Council by Ordinances, Resolutions or otherwise.

24. No officer of the City shall retain any property, papers, books, and effects of any kind that belong to the City or pertain to the office after the expiration of the officer’s term.

25. The Council shall annually at its first meeting of the year designate a legal newspaper of general circulation in the City as its official newspaper in which shall be published Ordinances and other matters required by law to be so published as well as such other matters as the Council may deem it in the public interest to have published in this manner.

26. The City Council may also at the time mentioned in the last section and in the manner therein specified, let a contract for doing of the job printing of said City, and may determine

what contract and bond should be required of the person or persons selected to do such job printing.

27. Except as provided by state law, no City officer shall be directly or indirectly interested in any contract of any character with the City or any department or board thereof, either as vendor, purchaser, contractor, employer, employee or otherwise. All contracts made in violation of this section shall be void, and no money shall be paid on account thereof, or any warrants issued. Any officer who shall issue or pay any such warrants knowing that the same are in violation of the terms of this section shall be guilty of a misdemeanor; and any officer violating the provisions of this section shall forfeit the office and the office shall thereby become vacant upon a finding and conviction thereof, as provided in Section Ten of this Chapter.

DUTIES OF THE CITY COUNCIL

28. The Council Members shall constitute the City Council and shall be the governing body of the City, and the style of all Ordinances shall be, "The Council of the City of Brainerd do ordain". A majority of all the Council Members shall constitute a quorum. The President or Vice- President of the Council shall when present preside at all meetings. In their absence the Council may elect a President protem who shall for such meetings and the proceeding thereof have the same power as the President. 29. The City Council shall hold public meetings which shall not be less than one meeting per month. The meetings shall be fixed by the City Council. Minutes of the Council proceedings shall be made and be available to the public. The Mayor, the President or Vice-President of the Council or any two of the Council Members may call special meetings by notice filed with the City Administrator and served upon each of the members by delivering the same personally or left at the place of their usual abode, or a special meeting may be called by the Mayor, President, Vice-President, or President pro tem at any regular meeting of the City Council by giving notice thereof and noting the same in the minutes of the meeting. In case the attendance at any regular or special meeting of the City Council is less than a quorum such meeting may be adjourned to any time that may be designated and entered in the minutes of the meeting. Except in cases of emergency, the City Council shall not meet on a Sunday, a legal holiday, or a day of general or special election.

30. The City Council shall have the management and control of all the finances and property of the City and of all the departments thereof subject to the other provisions of this Charter. However, no real estate belonging to the City shall be sold or disposed of unless so ordered by two thirds vote of all the members of the City Council; and provided that neither the water works nor the electric light plant, nor any other public utility, which shall hereafter be owned by the city, shall be sold, leased, mortgaged, or otherwise disposed of unless authorized to do so by a four-sevenths majority of the qualified electors of said City.

    The City Council shall in addition to the powers herein vested in them have power and authority to make, enact, ordain, establish, publish, enforce, order, modify, amend, and repeal all such ordinances, resolutions, rules, by-laws and regulations for the government and good

order of the City, for the suppression of vice and intemperance, and for the prevention of crime, as they shall deem expedient. They shall have the power to provide for the imprisonment and safe keeping of all persons arrested or charged with any offense.

The City Council shall have full power and authority to declare and impose penalties and punishments, and to enforce the same against any person or persons who may violate any of the provisions of any Ordinance, Resolution, rule or By-law passed or ordained by them: and all such Ordinances, Resolutions, rules and By-laws are hereby declared to be and have the force of law, and for the said purposes shall have authority by Ordinance, Resolution or By-laws, to the extent permitted by law.

31. The Council of the City of Brainerd shall be authorized to exceed its overall levy limitations, by an amount not to exceed 3% of its previous year's total levy of the taxable property of the City of Brainerd prior to the time of such levy, which may be levied on the taxable property within its boundaries in addition to all other taxes voted by it. It shall be exempt from the statutory penalty provisions and shall also be over and above any limitations in the Charter of the City of Brainerd prior to the time of such levy. Such additional levies shall be used for the purpose of establishing and maintaining a public bus or transit facility or subsidizing a private bus or transit facility. In the next succeeding levy year and thereafter, such amounts shall become a permanent adjustment to the levy base per capita of the City of Brainerd. 32. The City Council may create an ordinance which may impose punishment for the breach of any Ordinance of the City to impose a fine and imprisonment as permitted by state law.

33. All Ordinances, Resolutions and By-Laws shall be passed by an affirmative vote of a majority of the members of the City Council present by an aye and nay vote.

    All Ordinances shall be twice read at length in open Council before their passage unless the reading is dispensed with by unanimous consent: and no Ordinance shall be passed within ten (10) days after being first so read.

    All Ordinances shall be once published in the official paper of the City, and no Ordinance shall take effect until one week after the day of such publication. All Resolutions and By-Laws shall take effect from and after their passage or adoption unless the City Council shall expressly order to the contrary; provided, however, that all Ordinances in relation to contagious or infectious disease or hydrophobia may be passed at the meeting of the first reading and take effect from and after their passage if the City Council so order.

34. A copy of the record of any Ordinance or Resolution heretofore passed or that may hereafter be passed, certified by the Administrator and verified by the seal of the City, or recorded in the books containing the official proceedings of said Council, or published in any compilation of Ordinances made under the direction of the City Council, shall be prima facie evidence of the contents of such Ordinance or Resolution and of the regularity and legality of all proceedings relating to the adoption and approval thereof: and shall be admitted as evidence in any court in this state without further proof.

In all actions, prosecutions, and proceedings of every kind before a court, the court shall take judicial notice of all ordinances of said City, and it shall not be necessary to plead or prove such Ordinances.

35. The powers conferred upon the City Council to provide for the abatement or removal of nuisances shall not bar or hinder suits, prosecutions, or proceedings in the courts according to law.

36. The City Council may at its discretion defer payment of certain special assessments for street improvements as defined in Chapter 429 of the Minnesota Statutes where a financial hardship exists. The Council shall by Ordinance or Resolution define the circumstances wherein such deferments may be made.

37. No appropriation shall be made without a vote of a majority of all the members of the City Council in its favor, which shall be taken by ayes and nays vote, and entered among the proceedings of the Council. No vote of the City Council shall be reconsidered or rescinded at any meeting unless there shall be present at such meeting as large a number of Council Members as were present when said vote was originally taken.

38. The City Council shall examine, audit, and adjust the accounts of the City at such times as it deems proper or as otherwise required by law.

39. The City Council shall have the power to make purchases on behalf of the City and may make purchases through such methods or designees as the Council may determine from time to time by Ordinance or Resolution. The provisions of this section shall not apply to purchases made by, or on behalf of the Public Utilities Commission or the Park Board or the departments under their control respectively.

CHAPTER THREE

FINANCES

1. The fiscal year of the City shall be the calendar year.

2. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. Checks shall be signed by the Mayor and countersigned by the City Administrator. All payments are to be reviewed and approved by the City Council

3. The City Council shall annually levy taxes to provide for the following specifically designated fund:

A PERMANENT IMPROVEMENT FUND, for paying such portion of the cost of improving streets For the support of this fund the City Council shall annually levy on taxable property of the City taxes to an amount not to exceed 9% of the City's previous year's total levy. No part of this fund shall be used for any other purpose.

4. That annual amount to be levied for general taxation in any year for all said funds shall not exceed the amounts as established by state statute. There shall be a levy of 1.5% of the previous year's total City levy for an entity within the city limits of Brainerd to provide community action programs and events.

5. Before any bonds be issued, the City Council shall, at a regular meeting or at a special meeting called for the particular purpose, adopt appropriate resolutions by an affirmative vote of three- fourths of all its members ordering the issue, and every such resolution shall set forth the amount of the issue and the specific object thereof, be written at length in the records of the Council proceedings and be published and take effect in accordance with the provisions of Section 34 of the City Charter.

6. On or before the first day of September in every year, the President of the City Council, the Chairman of the Finance Committee of the Council and the City Administrator shall submit to the City Council an estimate of the probable expenditures of the City government for the ensuing fiscal year, stating the amount required to meet the interest and maturing bonds of the outstanding indebtedness of the City, and specifically showing the various amounts necessary for each and every fund, including an estimate of the total income from all sources of revenue other than taxes upon property, and the probable requisite amount to be levied and raised by taxation to defray all such expenses and liabilities of the City.

7. There shall be a levy of 1.5% of the previous year's total City levy for the establishment and maintenance of a program for the benefit of senior citizens or to a subsidized non-profit senior citizens organization within the city limits of Brainerd.

8. There shall be a levy of 1.5% of the previous year's total City levy an arboretum or green space organization within the city limits of Brainerd.

CHAPTER FOUR

FIRE DEPARTMENT

1. The City Council shall have power to purchase, keep and maintain fire extinguishers, fire engines and other fire apparatus, to build and maintain engine houses, hose houses and such other buildings as may be necessary or convenient, also to erect and maintain fire alarm telegraphs and boxes, and other means of giving notices of fires.
2. Whenever the City Council may decide by a two-thirds vote of all its members that greater protection can be secured by a paid fire department, it may by resolution duly passed, abolish the existing volunteer fire department and create in lieu thereof, a paid fire department, which shall be officered and managed as provided in the next section.
3. In the event of the creation of a paid department the City Council shall appoint a Fire Chief of said fire department and provide for such other officers and employees as may be deemed necessary for such department.
4. The Council shall have power and authority to make by Ordinance all needed rules for the government of the fire department and for the protection and use of all fire stations and other property and apparatus pertaining thereto.

CHAPTER FIVE

PUBLIC UTILITIES COMMISSION

1. The Public Utilities Commission shall control, operate and manage the following utilities of the City:

    a. Water works system, including the filtration plant, water towers and distribution system.

    b. Wastewater system, including the wastewater treatment facility, force mains and lift stations, but not including the gravity fed wastewater collection system, which is operated by the Public Works Department.

    c. Electric generation and distribution system.

    d. Except as provided above, all other public utilities that are hereafter owned by the City.

2. Such Commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such Commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the Commission.

3. The Secretary of the Commission or his/her designee shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.

4. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.

5. Subject to state law, the Commission shall have power to fix all rates to be paid by consumers of water, wastewater and power, and to make and enforce such rules, regulations and penalties as they may deem proper to affect such collections and to protect all property and rights pertaining to the said departments.

6. The Public Utilities Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings.

    No water or wastewater utility listed in Paragraph 1 may be extended beyond the existing service territories unless the City Council shall so order the same by a resolution passed by a majority vote of all its members. With respect to water and wastewater utilities, the "service territories" are defined as those areas of the City served by existing mains and laterals.

Service lines from mains and laterals to customer structures may be extended under the sole authority of the Public Utilities Commission.

The service territory for the electrical utility is established by the Minnesota Public Utilities Commission. Any extension of the electrical utility outside the service territory by contract with another utility shall be approved by the City Council. Any extension of the electrical utility within the service territory, or any contract with another utility to provide power within the Commission's service territory, shall be approved by the Commission.

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

8. The Commission's Finance Director shall keep a complete set of accounting records showing in detail all the business and financial affairs and transactions of the Commission and shall receive and safely keep all funds belonging to the Commission in a bank or depository designated by the City Council. All funds shall be deposited in the name of the Commission, and all investments shall be subject to state law and the City of Brainerd Investment Policy. The Commission shall make financial transfers to the City in amounts as specified in Brainerd Public Utilities Policy 2003-01, as amended and approved by the City Council.

CHAPTER SIX

THE PARK AND RECREATION BOARD

1. The Park and Recreation Board shall have control and supervision of all parks, parkways, and boulevards within the City, and also of such streets and other public grounds as the City Council shall by proper resolution designate. It shall also establish the recreation policy and conduct and supervise recreation areas, facilities, services, and programs for all types of public recreation. It shall have the authority to conduct activities and pay for the necessary supervision incidental thereto, on the grounds and properties owned, leased, or controlled by the City of Brainerd, or on other properties with the consent of the owners or authorities who control the property. And it is made the duty of said Board to cause to be enforced all laws of the State and Ordinances and Resolutions of the City Council for the improvement, care and protection of the parks and other public property under its charge.

2. The said board shall organize by selecting a President and Vice-President from its members. A Clerk shall keep a full record of all proceedings of said board, and a Treasurer who shall keep books showing all monies received and disbursed and the management of the business committed to said board.

3. Said board shall have the power of coordination of services with other governmental programs, solicit and train volunteers, purchase supplies and equipment, develop and maintain facilities, procure, or lease public or private properties, areas or facilities that may be required for programs, provided, however, that no property shall be procured by lease or otherwise for more than one year without the approval of the City Council. All expenditures shall be within the moneys appropriated by the City for such purposes, together with donations, gifts, bequests of any money, or any funds from earnings. All money received from donations, bequests or earnings shall be deposited in a special account managed by the board.

4. The board shall each year prior to September 1 prepare and present a budget for park and recreation purposes for the ensuing fiscal year; subject to the approval of the City Council.

5. The members of said board shall receive no compensation.

CHAPTER SEVEN

PUBLIC LIBRARY BOARD

1. The Library Board shall organize by appointing a President, Vice-President, and Secretary from their number; such board shall have charge and supervision of the public library; together with all library buildings, grounds and other property pertaining to the public library, and shall have power to make and enforce such rules and regulations, as it may deem proper for the care, use, preservation and protection of all property. The City Council may pass all proper Ordinances for the care, preservation and protection of library property and provide for and enforce penalties for violation thereof.

2. The Secretary of the Library Board shall keep books of account fully showing all moneys received and disbursed and the purposes therefor, and the exact condition of said fund, and shall annually on or before the first Council meeting in may make a statement fully showing all the receipts and disbursements of said fund for the last year and the exact condition, which report shall be in duplicate, one copy of which shall be preserved in that office and the other copy filed with the City Administrator.

3. The general laws of the state with respect to the establishment and maintaining of public libraries are hereby made a part of this Charter, except so far as the same herein changed or modified.

CHAPTER EIGHT

GENERAL PROVISIONS

1. The City council may from time to time provide for the compilation and publication of the Ordinances of the City, and such resolutions as may be designated, and for the distribution or sale of copies of such compilation in its discretion and may also provide for exchange of such printed compilations for similar publications for other cities.

2. All actions brought to recover any penalty or forfeiture under this act or the ordinances, resolutions, by-laws, or police or health regulations, made in pursuance thereof, shall be brought in the corporate name of the City.

3. No penalty or judgment recovered in favor of the City shall be remitted or discharged, except by a vote of two-thirds of all the members of the City Council; but nothing in this section shall be so construed as to prohibit the judge of a court of jurisdiction from granting new trials or reversing any judgment rendered by the court according to the usual procedure of courts, nor to prohibit said court from suspending execution of sentence in its discretion.

4. No City officer, or employee of the City, shall sell, dispose of, or convert to the officer's own use, any City property in the officer's charge without special authority from the City Council.

5. That the Charter Commission of the City of Brainerd, as prescribed by state law, be composed of seven (7) members, each of whom shall be a qualified voter of the City of Brainerd.

Adopted by ordinance on October 3rd, 2022.

Ordinance published on October 8th, 2022.

Effective December 30th, 2022

BRAINERD CITY CHARTER

CHAPTER ONE

NAME, BOUNDARIES, POWERS AND DIVISIONS

See Proposed Charter Sections 1, 4 and 5: All that district of country in the county of Crow Wing contained within the limits and boundaries as now are or hereafter may be established shall be a City by the name of "Brainerd," and all the people now inhabiting, and those who shall hereafter inhabit the same district shall be a municipal corporation by the name of "The City of Brainerd", and by that name may sue and be sued, plead and be impleaded, in any court; make and use a common seal, and alter it at pleasure; take and hold, lease and convey, all such real personal and mixed property as the purposes of the corporation may require, or the transaction or exigencies of the business may render convenient, within or without the limits of such district; shall be capable of contracting and being contracted with, and shall have all the general powers possessed by municipal corporations at common law, and, in addition thereto, shall possess all powers hereinafter specifically granted; and all the authorities thereof shall have perpetual succession.

Noteworthy Changes: *The existing charter formally creates the City of Brainerd and lists its basic legal powers using older, more complex language. The revised sections reorganize this information into clear topics—name and boundaries, corporate powers, and continuation of existing rights—using a modern charter format. The proposed language states that Brainerd operates as a home rule charter city under Minnesota law and has all powers allowed by the state constitution and statutes. It provides more detail on the City's authority to own property, enter contracts, and work jointly with other governments. The revised text also confirms that all existing debts, contracts, ordinances, and legal obligations continue without interruption, which is not clearly stated in the existing language.*

See Proposed Charter Sections 2 and 3: The City shall be divided into four wards in accordance with state law.

Noteworthy Changes: *The existing charter is brief and states that the City is divided into four wards, with no additional detail. The proposed language expands on this by clearly defining the City's elected officials, including the mayor and seven council members, and how council members are elected (at-large versus by ward). It adds residency requirements for elected officials and specifies four-year terms and when those terms begin. The proposed text also clarifies that ward boundaries may change over time and gives the City Council authority to adjust ward and precinct boundaries by ordinance. Overall, the revised version provides clear governance structure and procedures that were not addressed in the existing statement.*

See Proposed Charter Section 6 for Additional Added Language

Noteworthy Additions: *This section directs that the charter be interpreted broadly to give the City the authority it needs to manage its municipal affairs under Minnesota home rule law. It clarifies that listing specific powers in the charter does not limit the City to only those powers. Any city powers, whether explicitly stated or implied, must be exercised according to the charter or, if not addressed, as determined by the city council.*

See Proposed Charter Section 7 and 8 for Additional Added Language

Noteworthy Additions: *These sections were added to the proposed charter to clearly define the City's organizational framework and lines of authority. Section 7 formally establishes the Public Utilities Commission, Parks and Recreation Board, and Library Board as charter-recognized entities with specific authority, while allowing other boards and commissions to continue under ordinance. It also preserves the City Council's authority to create, modify, or eliminate additional entities as needed. Section 8 clarifies the division of duties by outlining the responsibility of commissions and boards for infrastructure planning, operations, and fiscal management. Together, these additions reinforce council oversight, administrative reporting structure, and alignment with state law while providing clearer governance expectations.*

CHAPTER TWO

OFFICERS AND ELECTIONS

1. **See Proposed Charter Section 2:** The elective officers of the City shall be a Mayor and seven City Council Members. Of the seven Council Members, three shall be elected at large and one from each ward. All elective officers shall be residents of the City of Brainerd and the four ward Council Members shall be residents of their respective wards.

   Noteworthy Changes: *The existing charter paragraph defines the City's elected officials, noting there is a mayor and seven council members (three at-large and four ward-based) and establishes residency requirements. The proposed charter paragraph keeps the same basic structure and residency rules but adds more detail about ward boundaries, the length of terms, and when terms begin and end. Essentially, the proposed version provides clearer guidance on how elections operate and when officials take office, making it more complete and more practical for governance while retaining the existing structure of elected offices.*

2. **See Proposed Charter Section 19:** When more than twice the number of individuals file to be elected to a municipal office, a primary election shall be conducted, and the returns made and results canvassed consistent with the general laws of the State of Minnesota pertaining to primaries. The regular City election for the election of City officers shall be held on the first Tuesday after the first Monday of November in each even numbered year; and all general laws of the State of Minnesota, relating to the election of City officers and the primaries

thereof, shall, so far as applicable, apply to and govern all nominations and elections under this Charter, and all special elections, and are hereby adopted as a part of this Charter, the same as if herein specifically reenacted. The judges, clerks and other officers of election at the then last general election for state officers shall be the judges, clerks and other officers of all special City elections, except that the City Council shall appoint additional officers as permitted by law. Election returns shall be made and results canvassed consistent with the general laws of the State of Minnesota pertaining to general elections.

Noteworthy Changes: *The existing charter paragraph and the proposed Section 19 are largely the same in meaning, covering primary elections when more than twice the number of candidates file, regular city elections in even-numbered years, adherence to Minnesota election laws, appointment of election officials, and canvassing of results. The main differences are stylistic and organizational. The proposed charter paragraph breaks the text into shorter sentences, adds a section heading, and standardizes capitalization and punctuation. Functionally, both paragraphs convey the same election procedures, but the proposed version is slightly easier to read and more formally structured for a charter document.*

3. **See Proposed Charter Section 2:** The term of office of every officer elected under this Charter, unless otherwise provided for, shall commence on the first Monday of January following the election and shall continue for a term of four years and until his or her successor is elected and qualified.

   Noteworthy Changes: *The existing charter paragraph focuses solely on when an elected officer's term begins and its four-year length, with a note that the term continues until a successor is elected and qualified. The proposed charter paragraph keeps this information but places it within a broader section that also defines the City's elected officials, the number of council members, at-large versus ward-based representation, residency requirements, and ward boundaries. Essentially, the proposed paragraph provides context for elected offices and terms, whereas the existing only addresses the timing and duration of terms. The term language itself is largely unchanged, but it is now part of a more comprehensive framework for elections and governance.*

4. **See Proposed Charter Section 9, 10 and 11:** The appointive officers of the City shall be a City Attorney, Public Utilities commission to consist of five (5) members, a Park and Recreation Board to consist of five (5) members, and a Library Board to consist of nine (9) members, and such other officers as the City Council deem proper and necessary. Provided, however, that no elective or appointive person holding office in the City of Brainerd may be appointed to the Public Utilities Commission.

   Noteworthy Changes*: The existing charter paragraph lists the City's appointed officials and boards, including the City Attorney, Public Utilities Commission, Parks and Recreation Board, and Library Board, and notes that no elected or appointed city official may serve on the Public Utilities Commission. The proposed charter Section 9 keeps the general list of boards but adds a city administrator, removes the City Attorney pursuant to Number 5 below, specifies terms of*

office for board members, addresses compensation, incompatible offices, and the combining of offices. It also adds eligibility rules, including residency requirements, restrictions for those with felony convictions, and conflicts of interest, giving much more detail on who can serve and under what conditions. Overall, the proposed paragraphs provide a more complete and more formal framework for appointed officials, their terms, pay, and qualifications, while the existing is shorter and more general.

5. **Removed:** City Attorney At its first regular meeting in January of each odd-numbered year the Council shall, by majority vote, appoint the City Attorney. All terms shall commence at the time of appointment and continue until successors to the appointed offices are appointed and qualified.

   Noteworthy Removal: *This provision is being removed: the requirement for the City Council to appoint a City Attorney at its first regular meeting in January of each odd-numbered year, with terms continuing until a successor is appointed and qualified, will no longer apply, the attorney is hired on contract and acceptance of the contract is considered in lieu of an appointment. As council approves the contract it was not deemed necessary to continue to include this language.*

6. **See Proposed Charter Sections 40, 48 and 53:** The members of the Public Utilities Commission, the Park and Recreation Board, and the Library Board shall be appointed by the Mayor and their appointment confirmed by the City Council: such appointments and confirmation shall be made at the first regular Council meeting in January of each year; at which time there shall be appointed one (1) member of the Public Utilities Commission, one (1) member of the Park and Recreation Board: and every other year and three (3) members of the Library Board. The term of office for a member of the Library Board shall be for six (6) years, the term of office for a member of the Public Utilities Commission shall be for five (5) years, and the term of office for a member of the Park and Recreation Board shall be for five (5) years. Such terms of office shall commence upon their appointment and qualification and continue for said terms until their successors are appointed and qualified.

   Noteworthy Changes: *The existing charter paragraph sets a specific schedule for appointments to the Public Utilities Commission, Park and Recreation Board, and Library Board, including which members are appointed each year and the exact length of each term (five or six years), with terms starting upon appointment and continuing until successors are qualified. The proposed sections reorganize and simplify this structure and are included in each board and commission section, standardizing most board and commission terms to four or five years, removing the rigid yearly appointment schedule, and adding flexibility such as allowing members to serve unlimited consecutive terms. The proposed language also adds residency or business-ownership requirements, clarifies term start dates, and provides clear rules for filling vacancies. Overall, the proposed text is more flexible and modernized, focusing on qualifications, term length, and continuity rather than the detailed, staggered appointment schedule in the existing schedule.*

7. **See Proposed Charter Section 14:** Any elective or appointive officer provided for by this Charter having entered upon the duties of the office may resign the same. Any elective or appointive officer changing residence from the City, or any Member from the ward for which elected or appointed shall be deemed to have vacated such office.

   Noteworthy Changes: *The existing paragraph allows elective or appointive officers to resign and says that changing residence outside the city or ward automatically creates a vacancy. The proposed Section 14 expands this by clearly defining multiple ways a vacancy can occur, including death, resignation, removal, moving out of the city or ward, conviction of certain crimes, and failure to take the oath of office. It also clarifies how vacancies are filled, stating that appointments must be confirmed by the council and that appointees serve the remainder of the unexpired term. Overall, the proposed version is more detailed, formal, and provides a clear legal framework for handling vacancies.*

8. **See Proposed Charter Section 15:** Every person appointed to any office by the City Council or Mayor may be removed from such office by a vote of two thirds of all the Members authorized to be elected. But any officer appointed by the Mayor shall not be removed except for cause, nor unless first furnished with a copy of the charges, nor until such person shall have reasonable opportunity to be heard in person, or by counsel in his or her defense.

   The Council shall fix the time and place for the hearing of such officer, of which not less than ten days' notice shall be given to such officer and shall have the power to compel the attendance of witnesses and the production of papers, and to hear and determine the case; and if such officer shall refuse or neglect to appear and answer such charges, the City Council may declare such office vacant. Among such causes shall be continued absence by a member of a board from three successive regular meetings of such board, or neglect of duty of any officer.

   Noteworthy Changes: *The existing paragraph sets rules for removing appointed officials, requiring a two-thirds council vote, and includes detailed procedures such as notice, hearing, compelling witnesses, and specific examples of "cause" like absenteeism or neglect of duty. The proposed Section 15 expands the removal provisions to cover both elected and appointed officials but clarifies the council vote threshold to five-sevenths. It keeps the key protections—removal only for cause, written charges, notice, and the right to be heard—but streamlines the language and procedures, removing the specific examples of cause and some procedural details about hearings. Overall, the proposed version is more concise, broader in scope, and easier to read while maintaining procedural fairness.*

9. **See Proposed Charter Section 9 and 10:** Any person shall not be eligible to serve on a Board or Commission of the City under this Charter who has ever been convicted of a felony, or is not at the time of his appointment a qualified elector of the City of Brainerd (unless otherwise expressly allowed by the City by ordinance, resolution or policy), or who is at such time interested in any contract with the City of Brainerd to which the person is a party, either

individually or as a member of a firm, or as director or other managing officer of a corporation.

Noteworthy Changes: *The existing charter paragraph focuses on eligibility restrictions for serving on a board or commission, including felony convictions, residency requirements, and conflicts of interest. The proposed Section 9 keeps these eligibility rules intact but adds additional context, specifying the list of appointed officials and boards, their terms of office, and compensation. Essentially, the proposed paragraph embeds the existing eligibility requirements into a broader framework for appointed officials, making it more comprehensive and easier for elected officials to see the full structure, terms, and rules for boards and commissions.*

10. **See Proposed Charter Sections 14-16, 40, 48, and 53:** Whenever any vacancy shall occur in any elective or appointive office, such vacancy shall be filled by the City Council in the manner provided for appointments by the City Council; except that the members of the Public Utilities Commission, the Park Board, and the Library Board, shall be appointed by the Mayor and confirmed by the City Council.

    All officers so appointed shall hold their respective offices for the balance of the unexpired terms.

    Noteworthy Changes: *The existing charter paragraph is brief and straightforward, stating that vacancies in elected or appointed offices are filled by the City Council, except for certain boards appointed by the mayor, and that appointees serve the remainder of the term. The proposed sections expand this framework significantly. They define what creates a vacancy in an elected office (death, resignation, removal, moving, conviction, or failure to take the oath), establish removal procedures for elected and appointed officials, and provide detailed rules for filling vacancies in both elected offices and boards or commissions. The proposed text also clarifies term lengths, residency or business requirements, appointment and confirmation processes, and allows for unlimited consecutive terms for board and commission members. Overall, the proposed version is much more detailed, formalized, and provides clear guidance for creating, filling, and managing vacancies across all city offices and boards, whereas the existing is limited to a simple process statement.*

11. **See Proposed Charter Section 17:** Every person elected or appointed to any office under the provisions of this Charter shall before entering upon the duties of the office take and subscribe an oath of office and file the same with the City Clerk. The Administrator and such other officers as the City Council shall require and as shall be required by the provisions of this Charter, shall severally, before they enter upon the duties of their respective offices, execute to the City of Brainerd, bonds in such amounts as the Council shall prescribe, conditioned that such officers will faithfully perform the duties of their respective offices, and account for and turn over all money and other property, coming into the officer's hands. Such bond and the expense thereof, if a surety bond, shall be paid by the City.

All official bonds shall be approved by the City Council and be kept on file in the office of the City Administrator.

Noteworthy Changes: *The existing charter paragraph requires all elected or appointed officials to take an oath of office and also requires certain officers, like the city administrator, to post bonds guaranteeing faithful performance and proper handling of city property. It also specifies that bonds are approved by the City Council, kept on file, and paid by the city if surety bonds are used. The proposed charter Section 17 keeps only the oath of office requirements, specifying it must follow Minnesota law and be filed with the city administrator, and removes all references to bonds, bond amounts, approval, and related procedures. Essentially, the proposed version simplifies the process by focusing solely on the oath and eliminating financial bonding requirements.*

12. **See Proposed Charter Section 9:** The compensation of all elective and appointive officers of the City shall be fixed by ordinance as permitted by State Statute.

    Noteworthy Changes: *The existing paragraph states that pay for all elected and appointed city officials is set by ordinance, as allowed by state law. The proposed Section 9 keeps this same compensation rule but places it within a much broader section that also defines appointed officials, board and commission membership, term lengths, and eligibility requirements. In effect, the compensation policy itself does not change; it is simply carried forward and incorporated into a more comprehensive and organized framework governing appointed officials.*

13. **See Proposed Charter Section 13**: The Mayor shall be the chief executive of the City and see that the laws of the state and the ordinances of the City are duly observed and enforced within the City and that all other officers of the City discharge their duties. The Mayor shall be an ex-officio member of the City Council, for the purpose only of casting the deciding vote upon any question before said Council when the Council Members composing the said Council present and voting are equally divided thereupon. The Mayor shall from time to time give the City Council such information and recommend such measures as the Mayor deems to be in the best interest of the City. The Mayor shall sign all bonds, contracts, warrants, ordinances, resolutions and such other papers and documents as may be made or executed in behalf of the City. All Ordinances and Resolutions shall before they take effect be presented to the Mayor, and if the Mayor approves thereof shall sign the same, and such as the Mayor shall not sign, shall be returned to the Council with the Mayor's objection thereto, by depositing the same with the City Administrator to be presented to the City Council at its next meeting.

    Upon the return of any ordinance or Resolution by the Mayor, the vote by which the same was passed shall be deemed to have been reconsidered, and the question shall be again put upon the passage of the same notwithstanding the objections of the Mayor, and if upon such vote the City Council shall pass the same by a vote of two-thirds of all the members of the Council, it shall have the same effect as if approved by the Mayor. If any ordinance or

Resolution shall not be returned by the Mayor within five days, Sundays and holidays excepted, after it shall have been presented to the Mayor, the same shall have the same force and effect as if approved by the Mayor. In case the Mayor shall be guilty of willful oppression, corrupt partially or other malfeasance in the discharge of the duties of the office the Mayor shall be liable to indictment and on conviction thereof shall be punished by a fine of not more than Five Hundred ($500.00) Dollars.

Noteworthy Changes: *The existing charter paragraph gives the mayor broad executive authority, including enforcing laws, overseeing other city officers, signing city documents, and detailing a veto process that can be overridden by a two-thirds council vote, as well as including penalties for mayoral misconduct. The proposed charter paragraph focuses mainly on tie-breaking votes, recommending measures to the council, and a more clearly defined ordinance and resolution approval process. It updates and clarifies timelines, assigns document handling to the city administrator, and clarifies the override vote requirement to five-sevenths of the council. Overall, the proposed version streamlines and modernizes the mayor's duties and defines a procedural veto process rather than broad executive authority.*

14. **See Proposed Charter Section 20 and 23:** At the first meeting in January of the City Council after the regular City election it shall proceed to elect by ballot from its members a President and Vice-President. The President shall preside over the meetings of the City council and appoint all standing and temporary committees thereof, and during absence of the Mayor from the City, or the Mayor's inability for any reason to discharge the duties of the office, the said President shall exercise all the powers and discharge all the duties of the Mayor.

    In case the President shall be absent at any time the Vice-President shall discharge the duties of such President and act in the President's place. The President or Vice-President while performing the duties as Mayor shall be styled "Acting Mayor", and acts performed by either when acting as Mayor, shall have the same force and validity as if performed by the Mayor.

    Noteworthy Changes: *The existing charter paragraph explains how the City Council selects a president and vice-president, their roles in running meetings, appointing committees, and stepping in for the mayor when needed. The proposed charter Section 23 keeps the same structure and duties but modernizes and clarifies the language, such as specifying a written ballot and using consistent terminology. Functionally, there is no substantive change to authority or responsibilities; the updates are primarily stylistic and organizational, making the provision clearer and more consistent with the rest of the charter.*

15. **See Proposed Charter Section 31 and 32:** The City Administrator shall be the chief administrative officer of the City of Brainerd. The Council shall delegate to the City Administrator by Ordinance whatever powers and duties it deems necessary or proper for the efficient administration of City affairs. Such delegation may include, but is not limited to, supervision of City employees and department heads. Provided, however, that the City

Attorney shall be directly responsible to the Council and Mayor for professional advice and services. The Council may at any time rescind or amend authority delegated to the City Administrator. At no time shall such delegation abridge the authority of a Council Member or the Mayor or the Public Utilities Commission or any other board or commission enumerated in the Charter in fulfilling their duties granted in this charter.

Noteworthy Changes: *The existing charter paragraph establishes the city administrator as the chief administrative officer, gives the council broad authority to delegate powers and duties, and clarifies that delegation cannot infringe on the authority of the mayor, council members, boards, or commissions. The proposed charter Sections 31 and 32 expand and formalize this role, specifying appointment and removal procedures, duties, and powers in greater detail. It adds explicit provisions for attending meetings, exercising control over all city departments, commissions, and employees, and managing hiring, promotions, and discipline within city policies and labor agreements. Overall, the proposed version provides much more structure, clarity, and accountability for the city administrator role while maintaining the council's delegation authority.*

16. **See Proposed Charter Section 15:** Any elective officer, whether elected by popular vote or appointed to fill a vacancy, may be removed at any time for malfeasance or nonfeasance in office, by the electors qualified to vote for a successor of such officer. The procedure to affect a removal of such elective municipal officer shall be as follows:

17. **See Proposed Charter Section 15:** A petition signed by electors entitled to vote for a successor of the officer sought to be removed equal in number to at least twenty-five percent of the entire vote for all candidates for the office, the incumbent of which is sought to be removed, cast at the last preceding regular municipal election, demanding an election of a successor of the person sought to be removed, shall be addressed to the Council and presented to the City Clerk; provided, that the petition shall contain a general statement of the ground for which the removal is sought.

18. If the petition shall be found to be sufficient the Administrator shall transmit the same to the Council without delay. If the petition shall be found to be sufficient the City Council shall order and fix a date for holding the said election at the next election date authorized by state law that is not less than seventy-seven (77) days from the date of the Administrator's certificate to the Council that a sufficient petition is filed. The Council shall make or cause to be made publication of notice, and all arrangements for holding such election, provided, that in the published call for the election there shall be printed in not more than 200 words the reason for demanding the recall of the officer as set forth in the recall petition, and in not more than 200 words the officer may justify his or her course in office: and said election shall be conducted, returned, and the result thereof declared, in all respects, as are other City elections.

19. **See Proposed Charter Section 15:** At an election on removal, the question on the ballot shall be in substantially the following form: "Shall ..... (Name) elected (appointed) to the

office of ..... (title) be removed from that office?" If a majority of voters at the election vote in the affirmative, the officer shall be recalled and removed.

20. **See Proposed Charter Section 15**No person who has been removed from office by recall or has resigned from office after the filing of a recall petition, shall be appointed to any office under this Charter within one year after such removal or resignation.

21. **See Proposed Charter Section 15:** In so far as practical, all laws and provisions for holding regular or special elections in the City shall apply to such recall election and the preliminaries thereto, and wherein applicable or impractical the Council shall by Ordinance provide such other and further regulation consistent herewith as may be necessary to carry out the provisions of Sections 16, 17, 18, 19, and 20.

See Section 12 for Added language related to City Council Function:

Noteworthy Changes: *This section is added to clearly define the role and authority of the City Council within the City's governance structure. The language confirms that all legislative and administrative powers of the City vest in the City Council, except where otherwise delegated by the charter or state law, and clarifies the Council's authority over municipal services. It further establishes the council–administrator form of government by specifying that the Council exercises control over municipal services through an appointed City Administrator rather than directly performing administrative functions. This addition reflects modern charter drafting practices by clearly separating policy-making and administrative responsibilities while maintaining consistency with Minnesota law.*

REMOVED: DUTIES OF THE CITY ATTORNEY

22. The City Attorney shall perform all professional services incident to the office; shall attend all meetings of the City Council, and when requested shall attend all meetings of committees of the Council. The City Attorney shall give legal opinions and advice upon all questions pertaining to City business when requested so to do by the City Council or any officer of the City. The City Attorney shall institute, prosecute, and defend all actions brought by the City or against the City; and shall draw and prepare all ordinances, resolutions, contracts, bonds or other instruments in which the City or any board thereof is interested. The City Attorney shall be the legal advisor of the Public Utilities Commission, the Park Board, the Library Board, and the committees thereof; shall attend the meetings of the said boards when requested so to do and furnish to the said boards written legal opinions when requested, and shall institute, prosecute, and defend all actions which may be brought by or against said boards or by or against the City affecting the affairs of such boards.

The Council shall have power to appoint and employ special counsel to assist the City Attorney in the performance of any of the City Attorney's duties and fix and pay the compensation therefor.

Noteworthy Removal: *The duties of the City Attorney are being removed in their entirety because the City will no longer appoint a City Attorney directly. Instead, the responsibilities, expectations, and scope of work will be governed by the existing agreement between the City and its contracted legal services provider. This eliminates the need for detailed charter provisions outlining attendance at meetings, legal advice, drafting documents, or representing boards, since all such duties are now handled under the contractual arrangement. Special counsel provisions are also removed, as they are no longer relevant under the contracted City Attorney model which is set and agreed upon by Council.*

DUTIES OF CITY OFFICERS

23. **See Proposed Charter Section 30:** All City officers shall perform such other duties as may be directed by the City Council by Ordinances, Resolutions or otherwise.

Noteworthy Changes: *The existing charter paragraph states that city officers must perform any duties assigned by the City Council. The proposed Section 30 keeps this same requirement but adds a clear obligation for officials to return all city property, documents, and materials when their employment or term ends. Essentially, the proposed version strengthens accountability and protects city records while retaining the existing directive that officials follow council-assigned duties.*

24. **See Proposed Charter Section 30:** No officer of the City shall retain any property, papers, books, and effects of any kind that belong to the City or pertain to the office after the expiration of the officer's term.

Noteworthy Changes*: The existing charter paragraph addresses the requirement that city officers must return all city property, documents, and materials at the end of their term. The proposed Section 30 combines this requirement with the broader directive that all city officials must perform duties assigned by the city council. Essentially, the proposed version merges two responsibilities—performing council-assigned duties and returning city property—into a single, clearer section, while keeping the existing property-return requirement intact.*

25. **Removed:** The Council shall annually at its first meeting of the year designate a legal newspaper of general circulation in the City as its official newspaper in which shall be published Ordinances and other matters required by law to be so published as well as such other matters as the Council may deem it in the public interest to have published in this manner.

Noteworthy Removal: *This provision, which requires the council to designate an official city newspaper for publishing ordinances and other matters, is being removed because Minnesota state law already governs public notice requirements for municipal governments. Cities are required to follow state statutes for legal publications, including where and how ordinances and official notices must be published. Eliminating this paragraph ensures the city charter does not conflict with or duplicate state-mandated procedures and relies on the statutory framework for official publications.*

26. **Removed:** The City Council may also at the time mentioned in the last section and in the manner therein specified, let a contract for doing of the job printing of said City, and may determine what contract and bond should be required of the person or persons selected to do such job printing.

Noteworthy Removal: *This provision, which allows the City Council to contract for the city's job printing and set bonding requirements, is being removed because Minnesota state law already governs municipal contracting and procurement. Cities must follow state statutes regarding competitive bidding, contracts, and bonding for services, including printing. Removing this paragraph ensures the charter does not conflict with or duplicate state-mandated contracting rules, leaving procurement authority and requirements subject to state law.*

27. **See Proposed Charter Section 18:** Except as provided by state law, no City officer shall be directly or indirectly interested in any contract of any character with the City or any department or board thereof, either as vendor, purchaser, contractor, employer, employee or otherwise. All contracts made in violation of this section shall be void, and no money shall be paid on account thereof, or any warrants issued. Any officer who shall issue or pay any such warrants knowing that the same are in violation of the terms of this section shall be guilty of a misdemeanor; and any officer violating the provisions of this section shall forfeit the office and the office shall thereby become vacant upon a finding and conviction thereof, as provided in Section Ten of this Chapter.

Noteworthy Changes*: The existing charter paragraph broadly prohibited any city officer from having a direct or indirect financial interest in a city contract, with strict penalties including voiding the contract, criminal misdemeanor, and forfeiture of office. The proposed Section 18 modernizes and clarifies conflict-of-interest rules: it defines what constitutes a personal financial interest, limits restrictions to situations where an official's interest is materially greater than others in the same business or profession and requires officials to disclose conflicts and refrain from participating in decisions. Unlike the existing, the proposed section focuses on transparency and disclosure rather than automatic criminal penalties or voiding contracts, aligning the rules with current state law and governance best practices.*

DUTIES OF THE CITY COUNCIL

28. **See Proposed Charter Sections 22 - 24:** The Council Members shall constitute the City Council and shall be the governing body of the City, and the style of all Ordinances shall be, "The Council of the City of Brainerd do ordain". A majority of all the Council Members shall constitute a quorum. The President or Vice- President of the Council shall when present preside at all meetings. In their absence the Council may elect a President protem who shall for such meetings and the proceeding thereof have the same power as the President.

29. **See Proposed Charter Sections 22 – 24** The City Council shall hold public meetings which shall not be less than one meeting per month. The meetings shall be fixed by the City

Council. Minutes of the Council proceedings shall be made and be available to the public. The Mayor, the President or Vice-President of the Council or any two of the Council Members may call special meetings by notice filed with the City Administrator and served upon each of the members by delivering the same personally or left at the place of their usual abode, or a special meeting may be called by the Mayor, President, Vice-President, or President pro tem at any regular meeting of the City Council by giving notice thereof and noting the same in the minutes of the meeting. In case the attendance at any regular or special meeting of the City Council is less than a quorum such meeting may be adjourned to any time that may be designated and entered in the minutes of the meeting. Except in cases of emergency, the City Council shall not meet on a Sunday, a legal holiday, or a day of general or special election.

Noteworthy Changes: *The existing charter paragraphs combined council organization and meeting procedures into a single sections, describing the roles of the president and vice-president, quorum rules, and how regular and special meetings are conducted. The proposed version separates these topics into two sections: Section 23 focuses on council organization, including election of the president and vice-president, committee appointments, and acting mayor duties; Section 24 focuses on meeting procedures, clarifying notice methods (including electronic notice) and keeping minutes accessible to the public. Overall, the proposed version reorganizes the content for clarity, updates procedural language, and modernizes notice requirements while keeping the core rules about meetings, quorum, and special meetings intact.*

30. **See Proposed Charter Section 21:** The City Council shall have the management and control of all the finances and property of the City and of all the departments thereof subject to the other provisions of this Charter. However, no real estate belonging to the City shall be sold or disposed of unless so ordered by two thirds vote of all the members of the City Council; and provided that neither the water works nor the electric light plant, nor any other public utility, which shall hereafter be owned by the city, shall be sold, leased, mortgaged, or otherwise disposed of unless authorized to do so by a four-sevenths majority of the qualified electors of said City.

    The City Council shall in addition to the powers herein vested in them have power and authority to make, enact, ordain, establish, publish, enforce, order, modify, amend, and repeal all such ordinances, resolutions, rules, by-laws and regulations for the government and good order of the City, for the suppression of vice and intemperance, and for the prevention of crime, as they shall deem expedient. They shall have the power to provide for the imprisonment and safe keeping of all persons arrested or charged with any offense.

    The City Council shall have full power and authority to declare and impose penalties and punishments, and to enforce the same against any person or persons who may violate any of the provisions of any Ordinance, Resolution, rule or By-law passed or ordained by them: and all such Ordinances, Resolutions, rules and By-laws are hereby declared to be and have the

force of law, and for the said purposes shall have authority by Ordinance, Resolution or By-laws, to the extent permitted by law.

Noteworthy Changes: *The revised Section 21 modernizes and clarifies the City Council's powers over finances, property, and ordinances. It clarifies the vote thresholds for selling city real estate to five-sevenths of council members. The council retains authority to enact ordinances, resolutions, and rules, but the proposed language explicitly allows the council to impose fines and imprisonment for ordinance violations consistent with state law. Overall, the revision streamlines outdated phrasing, removes references to by-laws, and centralizes decision-making authority with the council while ensuring enforcement aligns with Minnesota law.*

31. **See Proposed Charter Section 36:** The Council of the City of Brainerd shall be authorized to exceed its overall levy limitations, by an amount not to exceed 3% of its previous year's total levy of the taxable property of the City of Brainerd prior to the time of such levy, which may be levied on the taxable property within its boundaries in addition to all other taxes voted by it. It shall be exempt from the statutory penalty provisions and shall also be over and above any limitations in the Charter of the City of Brainerd prior to the time of such levy. Such additional levies shall be used for the purpose of establishing and maintaining a public bus or transit facility or subsidizing a private bus or transit facility. In the next succeeding levy year and thereafter, such amounts shall become a permanent adjustment to the levy base per capita of the City of Brainerd. 32. The City Council may create an ordinance which may impose punishment for the breach of any Ordinance of the City to impose a fine and imprisonment as permitted by state law.

Noteworthy Changes: *Both paragraphs address the City Council's authority to levy taxes beyond its standard limits for special purposes, particularly transit funding. The existing charter paragraph specifically allows exceeding levy limits by up to 3% for establishing or maintaining public or private bus/transit facilities, making the amount a permanent adjustment to the levy base, and includes authority for the Council to create ordinances imposing fines and imprisonment for violations. The proposed paragraph expands the framework, specifying multiple special levies: up to 9% for a permanent improvement/capital improvement fund, 1.5% each for community programs, senior citizens, and green space support, and up to 3% for transit operations. While the existing focused solely on transit, the proposed paragraph codifies a broader range of purposes and breaks them into specific percentages and designated funds. Both provide the Council authority over special levies, but the proposed version is more structured, diversified, and detailed in allocation.*

33. **See Proposed Charter Sections 25-29:** All Ordinances, Resolutions and By-Laws shall be passed by an affirmative vote of a majority of the members of the City Council present by an aye and nay vote.

All Ordinances shall be twice read at length in open Council before their passage unless the reading is dispensed with by unanimous consent: and no Ordinance shall be passed within ten (10) days after being first so read.

All Ordinances shall be once published in the official paper of the City, and no Ordinance shall take effect until one week after the day of such publication. All Resolutions and By-Laws shall take effect from and after their passage or adoption unless the City Council shall expressly order to the contrary; provided, however, that all Ordinances in relation to contagious or infectious disease or hydrophobia may be passed at the meeting of the first reading and take effect from and after their passage if the City Council so order.

Noteworthy Changes: *The existing charter paragraphs establishes that ordinances, resolutions, and by-laws must pass by a majority vote of council members present, requires ordinances to be read twice (unless unanimous consent dispenses with the reading), and imposes a minimum one-week delay after publication before an ordinance takes effect. It also allows certain health-related ordinances to take immediate effect.*

The proposed sections expand and formalize these procedures. Voting is explicitly recorded in the minutes, and all ordinances or resolutions must be signed by the president and mayor and attested by the city administrator. Ordinances now have a formal enacting clause and are generally considered at two meetings with at least ten days between readings. Emergency ordinances and changes to the zoning map are considered at one meeting. Publication rules are updated to allow summaries for lengthy ordinances with charts or maps, and the effective date of ordinances and resolutions is clarified with distinctions for emergency ordinances.

Summary: *The updated provisions provide more detailed, structured procedures for voting, recording, signature, consideration, emergency designation, publication, and the effective date of ordinances and resolutions.*

34. **See Proposed Charter Sections 25-29:** A copy of the record of any Ordinance or Resolution heretofore passed or that may hereafter be passed, certified by the Administrator and verified by the seal of the City, or recorded in the books containing the official proceedings of said Council, or published in any compilation of Ordinances made under the direction of the City Council, shall be prima facie evidence of the contents of such Ordinance or Resolution and of the regularity and legality of all proceedings relating to the adoption and approval thereof: and shall be admitted as evidence in any court in this state without further proof.

    In all actions, prosecutions, and proceedings of every kind before a court, the court shall take judicial notice of all ordinances of said City, and it shall not be necessary to plead or prove such Ordinances.

    Noteworthy Changes: *The existing charter paragraphs said that a certified copy of any city ordinance or resolution, or one recorded in official books or published compilations, could be used as evidence in court without further proof. The proposed sections replace this with a full*

set of procedures for how ordinances and resolutions are handled. They explain how votes are taken, how ordinances are signed and recorded, how and when they are published, and when they take effect. Emergency ordinances, multi-meeting review for regular ordinances, and summaries for long ordinances are also addressed. These changes keep the evidentiary reliability of ordinances and resolutions while providing a clear, organized process for city officials and the public to follow.

35. **See Proposed Charter Section 59:** The powers conferred upon the City Council to provide for the abatement or removal of nuisances shall not bar or hinder suits, prosecutions, or proceedings in the courts according to law.

    Noteworthy Changes: *The paragraph has been codified as Section 59, titled "Legal Liability," to formalize its place within the charter. The content remains the same: the city council's authority to abate or remove nuisances does not prevent legal action or proceedings in the courts. Minor formatting changes, such as using lowercase "city council," were made to align with modern code style. No substantive changes to the meaning or effect of the law were made. Essentially, this update organizes the language for clarity and consistency within the charter.*

36. **Removed:** The City Council may at its discretion defer payment of certain special assessments for street improvements as defined in Chapter 429 of the Minnesota Statutes where a financial hardship exists. The Council shall by Ordinance or Resolution define the circumstances wherein such deferments may be made.

    Noteworthy Removal: *In cases of financial hardship, the Council is required to define the circumstances for such deferments by ordinance or resolution. It has been removed because under Minnesota Statute Chapter 429, the process for deferring or modifying special assessments is already governed by state law. Therefore, the city-specific provision is unnecessary and redundant, as the statute provides the legal framework for assessing, collecting, and deferring payments on special assessments, including provisions for financial hardship. Removing this paragraph ensures that the city charter aligns with state law and avoids conflicts or duplicative rules.*

37. **See Proposed Charter Section 34:** No appropriation shall be made without a vote of a majority of all the members of the City Council in its favor, which shall be taken by ayes and nays vote, and entered among the proceedings of the Council. No vote of the City Council shall be reconsidered or rescinded at any meeting unless there shall be present at such meeting as large a number of Council Members as were present when said vote was originally taken.

    Noteworthy Changes: *The existing charter paragraph focuses on how the City Council approves appropriations, requiring a majority vote with ayes and nays recorded, and restricts reconsideration unless the same number of members are present as when the original vote was taken. In contrast, the proposed charter paragraph broadens the City Council's authority over all financial matters, including revenue collection, auditing, account settlement,*

safekeeping and disbursement of public funds, and payment of liabilities and expenses, while removing procedural details about voting on individual appropriations. The proposed language is more comprehensive and general, emphasizing overall financial control rather than the mechanics of individual votes. Notably, the requirement for recorded roll-call votes and restrictions on reconsidering votes has been removed. Overall, the change shifts from a procedural focus to a policy and oversight focus, streamlining the council's financial authority under the charter.

38. **See Proposed Charter Section 34:** The City Council shall examine, audit, and adjust the accounts of the City at such times as it deems proper or as otherwise required by law.

Noteworthy Changes: *The City Council's financial responsibilities have been broadened in the proposed paragraph. While the existing paragraph focused solely on auditing and adjusting accounts, the proposed language explicitly gives the Council authority over all financial matters, including revenue collection, asset management, and payment of liabilities. It also clarifies that the Council controls the safekeeping and disbursement of public funds. The changes consolidate financial oversight into one comprehensive provision. Overall, the update strengthens the Council's role in city financial management while maintaining compliance with the charter.*

39. **See Proposed Charter Section 34:** The City Council shall have the power to make purchases on behalf of the City and may make purchases through such methods or designees as the Council may determine from time to time by Ordinance or Resolution. The provisions of this section shall not apply to purchases made by, or on behalf of the Public Utilities Commission or the Park Board or the departments under their control respectively.

Noteworthy Changes: *The existing paragraph specifically grants the City Council the authority to make purchases on behalf of the city, including specifying methods or designees, while excluding purchases made by the Public Utilities Commission, Park Board, or their departments. The proposed paragraph is broader, consolidating financial authority into a general statement of full control over all city finances, including collection, auditing, disbursement, and payment of liabilities, but it does not specifically mention purchasing procedures or exemptions for boards or commissions. Essentially, the proposed language centralizes financial authority and simplifies the text, removing the detailed procedural and exception language related to purchases. The noteworthy change is a shift from a focused purchasing authority to a comprehensive statement of overall financial control by the council.*

CHAPTER THREE

FINANCES

1. **See Proposed Charter Section 33:** The fiscal year of the City shall be the calendar year.

Noteworthy Changes: There is no substantive change to meaning or effect.

2. **See Proposed Charter Section 38:** Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. Checks shall be signed by the Mayor and countersigned by the City Administrator. All payments are to be reviewed and approved by the City Council

   Noteworthy Changes: *The requirement for City Council review and approval of all disbursements has been removed from charter language, however, is addressed under policy and added language for proposed charter Section 34 states that all financial control lies with the City Council. Now, all disbursements are to be made by check or electronic transfer and only need to be signed by the Mayor and countersigned by the City Administrator. This change streamlines the payment process and reduces the Council's direct oversight of routine disbursements. The language was slightly modernized, including lowercase titles for officials. Overall, the focus is now on procedural authorization rather than additional approval steps. The current policy and approval process by Council will remain in full affect.*

3. **See Proposed Charter Section 35 and 36:** The City Council shall annually levy taxes to provide for the following specifically designated fund:

   A PERMANENT IMPROVEMENT FUND, for paying such portion of the cost of improving streets For the support of this fund the City Council shall annually levy on taxable property of the City taxes to an amount not to exceed 9% of the City's previous year's total levy. No part of this fund shall be used for any other purpose.

Noteworthy Changes: *The updated paragraph expands the City Council's tax levy authority beyond just a permanent improvement fund to all items in a broadened section versus multiple. While the permanent improvement fund remains capped at 9% of the previous year's levy, the proposed charter allows the same levies: 1.5% for community programs, senior citizen initiatives, and support of green spaces or arboretums, and up to 3% for transit operations. Funds from the permanent improvement levy are specifically transferred to the capital improvement fund. This change broadens the purposes for which taxes may be raised and provides clearer allocations for community services. Overall, the update organizes and consolidates the city's special levy powers while broadening the uses and providing clear percentage limits for each category in a single section.*

4. **See Proposed Charter Section 36:** That annual amount to be levied for general taxation in any year for all said funds shall not exceed the amounts as established by state statute. There shall be a levy of 1.5% of the previous year's total City levy for an entity within the city limits of Brainerd to provide community action programs and events.

   Noteworthy Changes: *The existing charter paragraph provided a limited description of levies, only referencing general taxation limits and a 1.5% levy for community action programs within the city. The proposed paragraph is much more detailed, establishing multiple designated funds and their purposes, including a permanent improvement fund for street projects,*

community action programs, senior citizen programs, arboretum or green space support, and transit operations. It also sets specific levy limits for each fund, such as 9% for street improvements, 1.5% for community and senior programs, and up to 3% for transit. Additionally, the proposed paragraph clarifies that permanent improvement funds are transferred to a capital improvement fund, expanding transparency and specificity. Overall, the update organizes and consolidates the city's special levy powers while broadening the uses and providing clear percentage limits for each category in a single section.

5. **Removed:** Before any bonds be issued, the City Council shall, at a regular meeting or at a special meeting called for the particular purpose, adopt appropriate resolutions by an affirmative vote of three- fourths of all its members ordering the issue, and every such resolution shall set forth the amount of the issue and the specific object thereof, be written at length in the records of the Council proceedings and be published and take effect in accordance with the provisions of Section 34 of the City Charter.

   Noteworthy Removal: *This paragraph required that before issuing any bonds, the City Council had to adopt a resolution at a regular or specially called meeting with a three-fourths majority vote, specifying the bond amount and purpose, recording it in full in the council proceedings, and publishing it according to the city charter. It was removed because Minnesota state law, particularly Chapter 475 and related statutes governing municipal bond issuance, already prescribes the procedures, voting requirements, and publication rules for issuing bonds. Maintaining this provision in the city charter was redundant and potentially conflicting with state law, so it was eliminated to defer entirely to the statutory requirements.*

6. **See Proposed Charter Section 37:** On or before the first day of September in every year, the President of the City Council, the Chairman of the Finance Committee of the Council and the City Administrator shall submit to the City Council an estimate of the probable expenditures of the City government for the ensuing fiscal year, stating the amount required to meet the interest and maturing bonds of the outstanding indebtedness of the City, and specifically showing the various amounts necessary for each and every fund, including an estimate of the total income from all sources of revenue other than taxes upon property, and the probable requisite amount to be levied and raised by taxation to defray all such expenses and liabilities of the City.

   Noteworthy Changes: *The existing and proposed paragraphs are similar, with only minor changes in formatting and phrasing. The proposed paragraph standardizes titles (e.g., "chair of the council personnel and finance committee" vs. "Chairman of the Finance Committee of the Council") and simplifies wording slightly, but the procedural requirements and deadlines remain identical. Both require submission of an annual estimate of city expenditures by September 1, detailing all fund requirements, anticipated non-tax revenues, and the tax levy needed to cover city expenses. The essence of the process—submitting a detailed budget to*

the City Council—is unchanged. Essentially, the update modernizes and clarifies language without altering the substantive duties or deadlines.

7. **See Proposed Charter Section 36:** There shall be a levy of 1.5% of the previous year's total City levy for the establishment and maintenance of a program for the benefit of senior citizens or to a subsidized non-profit senior citizens organization within the city limits of Brainerd.

   Noteworthy Changes: The existing paragraph establishes a 1.5% levy specifically for senior citizen programs or a subsidized non-profit serving seniors. The proposed paragraph expands this approach into a more detailed framework for special levies, including not only the 1.5% for senior programs but also levies for community action programs, support for arboretums or green space organizations, and a 3% levy for transit operations. Additionally, the proposed paragraph consolidates all designated levies into one section, standardizes the percentages relative to the previous year's total city levy, and clarifies that funds for street improvements are transferred to the capital improvement fund. Overall, the proposed language broadens the scope of levy purposes, provides more structure, and formalizes multiple funding streams that were not explicitly detailed in the existing paragraph.

8. **See Proposed Charter Section 36:** There shall be a levy of 1.5% of the previous year's total City levy an arboretum or green space organization within the city limits of Brainerd.

   Noteworthy Changes: The existing charter paragraph provided for a single 1.5% levy of the prior year's total city levy specifically for an arboretum or green space organization. In the updated Section 36, the City Council expanded the scope of special levies to include multiple designated purposes: a permanent improvement fund for street improvements, community action programs, senior citizen programs, and arboretum or green space support. The proposed language clarifies that the permanent improvement fund may use up to 9% of the prior year's levy and that the arboretum levy is part of a broader set of 1.5% levies for multiple purposes. Additionally, the section allows a separate levy for transit operations not exceeding 3% of the prior year's levy. Overall, the update organizes and consolidates the city's special levy powers while broadening the uses and providing clear percentage limits for each category in a single section.

REMOVED: CHAPTER FOUR

FIRE DEPARTMENT

1. The City Council shall have power to purchase, keep and maintain fire extinguishers, fire engines and other fire apparatus, to build and maintain engine houses, hose houses and such other buildings as may be necessary or convenient, also to erect and maintain fire alarm telegraphs and boxes, and other means of giving notices of fires.

2. Whenever the City Council may decide by a two-thirds vote of all its members that greater protection can be secured by a paid fire department, it may by resolution duly passed, abolish the existing volunteer fire department and create in lieu thereof, a paid fire department, which shall be officered and managed as provided in the next section.

3. In the event of the creation of a paid department the City Council shall appoint a Fire Chief of said fire department and provide for such other officers and employees as may be deemed necessary for such department.

4. The Council shall have power and authority to make by Ordinance all needed rules for the government of the fire department and for the protection and use of all fire stations and other property and apparatus pertaining thereto.

***Noteworthy Removal**: This section of the charter gave the City Council detailed authority over the organization and operation of the city's fire department, including purchasing equipment, building fire stations, establishing a paid department, appointing officers, and setting departmental rules. It was removed because city charters should focus on general governance and broad powers rather than addressing specific departments or operational details. Including such specifics limits flexibility and ties the charter to organizational structures that may change over time. By removing this section, the charter instead allows the Council to oversee public safety and municipal services in general terms without prescribing exact departmental arrangements, leaving operational and staffing decisions to ordinances, policies, or administrative action. This ensures the charter remains adaptable and focused on governance rather than day-to-day management.*

CHAPTER FIVE

PUBLIC UTILITIES COMMISSION

See Proposed Charter Sections 39-46

1. The Public Utilities Commission shall control, operate and manage the following utilities of the City:

    a. Water works system, including the filtration plant, water towers and distribution system.

    b. Wastewater system, including the wastewater treatment facility, force mains and lift stations, but not including the gravity fed wastewater collection system, which is operated by the Public Works Department.

    c. Electric generation and distribution system.

    d. Except as provided above, all other public utilities that are hereafter owned by the City.

2. Such Commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such Commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the Commission.

3. The Secretary of the Commission or his/her designee shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.

4. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.

5. Subject to state law, the Commission shall have power to fix all rates to be paid by consumers of water, wastewater and power, and to make and enforce such rules, regulations and penalties as they may deem proper to affect such collections and to protect all property and rights pertaining to the said departments.

6. The Public Utilities Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings.

   No water or wastewater utility listed in Paragraph 1 may be extended beyond the existing service territories unless the City Council shall so order the same by a resolution passed by a majority vote of all its members. With respect to water and wastewater utilities, the "service territories" are defined as those areas of the City served by existing mains and laterals. Service lines from mains and laterals to customer structures may be extended under the sole authority of the Public Utilities Commission.

   The service territory for the electrical utility is established by the Minnesota Public Utilities Commission. Any extension of the electrical utility outside the service territory by contract with another utility shall be approved by the City Council. Any extension of the electrical utility within the service territory, or any contract with another utility to provide power within the Commission's service territory, shall be approved by the Commission.

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

Council either as a part of said budget or by resolution of the City Council authorizing same, except that the Commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury to said plants, making such purchases and contracts necessary to repair the same.

8. The Commission's Finance Director shall keep a complete set of accounting records showing in detail all the business and financial affairs and transactions of the Commission and shall receive and safely keep all funds belonging to the Commission in a bank or depository designated by the City Council. All funds shall be deposited in the name of the Commission, and all investments shall be subject to state law and the City of Brainerd Investment Policy. The Commission shall make financial transfers to the City in amounts as specified in Brainerd Public Utilities Policy 2003-01, as amended and approved by the City Council.

Noteworthy Changes:

Organizational Structure and Appointment:

- ***Existing Charter:*** *The commission could self-organize, appoint its own president, vice-president, and secretary, and employ personnel, subject to council approval. Membership terms and residency requirements were not explicitly defined.*
- ***Proposed Charter:*** *Membership is explicitly defined—five members, residents or business owners in the city, appointed by the mayor and confirmed by the council, serving four-year terms with no limit on consecutive terms. Officers (chair and vice-chair) are elected by the commission biennially, and other officers may be appointed as needed.*

Scope of Duties and Powers:

- ***Existing Charter:*** *Focused on managing water, wastewater, and electric systems, with detailed operational authority including rate-setting, enforcement, litigation, and limitations on extending utilities beyond current service territories. Oversight of personnel, finances, and budgets was included.*
- ***Proposed Charter:*** *Broader and more flexible. The commission operates all utilities (electric, water, wastewater, stormwater, and sanitary sewer), manages capital construction projects, maintains infrastructure, sets and collects rates, and enforces service rules. It also handles contracts not subject to special assessments, uses city property for utility operations, and keeps funds in council-designated banks as is current practice.*

Council Oversight and Approval:

- ***Existing Charter:*** *Required council approval for personnel, budgets, and certain extensions of utilities. Rate authority for stormwater and wastewater collection required council resolution.*

- ***Proposed Charter:*** *Council retains exclusive authority over special-assessment contracts (Minnesota Statute 429) and water, wastewater, stormwater, and sewer rates are set by the commission. Other day-to-day operational decisions are delegated to the commission.*

Finances and Budgeting:

- ***Existing Charter:*** *Finance director maintained detailed accounts, deposited funds, and followed BPU policy for transfers. Annual budgets and five-year capital plans were presented to council for approval.*
- ***Proposed Charter:*** *The commission presents an annual operating budget and capital improvement plan to the council, keeping funds in council-designated depositories. It emphasizes flexibility and fiscal management without detailing internal accounting positions.*

Contracting and Legal Authority:

- ***Existing Charter:*** *Commission could litigate in the city's name but could not acquire real estate by purchase or condemnation. Extensions of utilities were restricted by service territories.*
- ***Proposed Charter:*** *Explicitly allows the commission to make and enforce contracts not subject to special assessments, giving clearer guidance on legal and operational authority.*

General Governance Approach:

- ***Existing Charter:*** *Highly prescriptive, detailing operations, appointments, utility extensions, rate-setting, and personnel in granular terms.*
- ***Proposed Charter:*** *More principle-based, focusing on broad governance, general powers, and flexibility, removing overly detailed operational and personnel prescriptions, and aligning more closely with modern governance standards for commissions.*

CHAPTER SIX

THE PARK AND RECREATION BOARD

See Proposed Charter Sections 47-51

1. The Park and Recreation Board shall have control and supervision of all parks, parkways, and boulevards within the City, and also of such streets and other public grounds as the City Council shall by proper resolution designate. It shall also establish the recreation policy and conduct and supervise recreation areas, facilities, services, and programs for all types of public recreation. It shall have the authority to conduct activities and pay for the necessary supervision

incidental thereto, on the grounds and properties owned, leased, or controlled by the City of Brainerd, or on other properties with the consent of the owners or authorities who control the property. And it is made the duty of said Board to cause to be enforced all laws of the State and Ordinances and Resolutions of the City Council for the improvement, care and protection of the parks and other public property under its charge.

2. The said board shall organize by selecting a President and Vice-President from its members. A Clerk shall keep a full record of all proceedings of said board, and a Treasurer who shall keep books showing all monies received and disbursed and the management of the business committed to said board.

3. Said board shall have the power of coordination of services with other governmental programs, solicit and train volunteers, purchase supplies and equipment, develop and maintain facilities, procure, or lease public or private properties, areas or facilities that may be required for programs, provided, however, that no property shall be procured by lease or otherwise for more than one year without the approval of the City Council. All expenditures shall be within the moneys appropriated by the City for such purposes, together with donations, gifts, bequests of any money, or any funds from earnings. All money received from donations, bequests or earnings shall be deposited in a special account managed by the board.

4. The board shall each year prior to September 1 prepare and present a budget for park and recreation purposes for the ensuing fiscal year; subject to the approval of the City Council.

5. The members of said board shall receive no compensation.

Noteworthy Changes:

Board Structure and Membership:

- ***Existing Charter:*** *Did not specify appointment by the mayor or council confirmation, term lengths, or limits on consecutive terms. It only stated that the board should organize itself with officers.*
- ***Proposed Charter:*** *Formalizes the appointment process: five members, city residents, appointed by the mayor and confirmed by the council, four-year terms, no limit on consecutive terms, and vacancies filled for unexpired terms.*

Officers:

- ***Existing Charter:*** *Board selects a President, Vice-President, Clerk, and Treasurer; duties included keeping records and managing funds.*
- ***Proposed Charter:*** *Board elects Chair and Vice Chair for two-year terms, other officers as needed, with duties defined by the board. No separate Clerk or Treasurer roles are mandated.*

Duties and Powers:

- ***Existing Charter:*** *Focused on direct operational powers, including coordination of services, soliciting volunteers, purchasing supplies, developing and maintaining facilities, and managing funds from donations or appropriations.*
- ***Proposed Charter:*** *Streamlines operational duties to general governance: setting recreation policies, supervising programs on city-owned or approved properties, enforcing laws and ordinances, approving leases under one year via council, preparing an annual budget, and performing additional duties as directed by the council. Explicit operational details, volunteer coordination, and handling of donations are no longer specified in the charter.*

Budgeting:

- ***Existing Charter:*** *Required an annual budget presentation prior to September 1, with explicit mention of funds from donations or gifts.*
- ***Proposed Charter:*** *Maintains the annual budget requirement but removes references to donations, gifts, and separate accounts, emphasizing that the budget is subject to council approval and includes such donations, gifts and separate accounts.*

Overall Governance Approach:

- ***Existing Charter:*** *Combined general governance with operational specifics, effectively micromanaging the board in the charter.*
- ***Proposed Charter:*** *Focuses on general governance, board organization, and high-level duties, leaving operational details and policies to the board and council.*

CHAPTER SEVEN

PUBLIC LIBRARY BOARD

See Proposed Charter Sections 52-56

1. The Library Board shall organize by appointing a President, Vice-President, and Secretary from their number; such board shall have charge and supervision of the public library; together with all library buildings, grounds and other property pertaining to the public library, and shall have power to make and enforce such rules and regulations, as it may deem proper for the care, use, preservation and protection of all property. The City Council may pass all proper Ordinances for the care, preservation and protection of library property and provide for and enforce penalties for violation thereof.

2. The Secretary of the Library Board shall keep books of account fully showing all moneys received and disbursed and the purposes therefor, and the exact condition of said fund, and shall annually on or before the first Council meeting in may make a statement fully showing all

the receipts and disbursements of said fund for the last year and the exact condition, which report shall be in duplicate, one copy of which shall be preserved in that office and the other copy filed with the City Administrator.

3. The general laws of the state with respect to the establishment and maintaining of public libraries are hereby made a part of this Charter, except so far as the same herein changed or modified.

Noteworthy Changes:

The existing Library Board section focused primarily on organizing officers, overseeing the library and its property, and maintaining accounting records with annual reporting to the City Council. It specified the duties of the Secretary regarding funds and required adherence to state library law. The proposed section is more structured, creating a formal board with five appointed members, defined terms of office, and a clear appointment and confirmation process. It formalizes regular meeting schedules, officer elections, and duties of the Chair and Vice Chair, similar to the Parks and Recreation and Public Utilities commissions. The proposed version also incorporates explicit budget and capital improvement planning responsibilities, and it emphasizes that additional duties may be assigned by the Council, making the charter section more about governance and oversight than day-to-day administrative detail.

Key Differences:

Membership & Terms: *The proposed charter specifies five members, term length (five years), and the process for filling vacancies.*

Officer Structure: *Chair and Vice Chair positions are formalized with two-year terms and defined roles; the existing version only named President, Vice-President, and Secretary without term limits.*

Meeting Frequency: *The proposed section mandates at least quarterly meetings; the existing version did not specify meeting frequency.*

Budgeting & Planning: *The proposed board must present an annual operating budget and capital improvement plan, which the existing version did not require.*

Governance Focus: *The proposed section emphasizes the board's powers and responsibilities in governance terms rather than operational details (e.g., Secretary's accounting duties are removed), aligning with charter best practices of general oversight.*

CHAPTER EIGHT

GENERAL PROVISIONS

See sections 57-59 for updated language

Removed: 1. The City council may from time to time provide for the compilation and publication of the Ordinances of the City, and such resolutions as may be designated, and for the distribution or sale of copies of such compilation in its discretion and may also provide for exchange of such printed compilations for similar publications for other cities.

Noteworthy Changes: *The original charter includes language authorizing the City Council to compile, publish, distribute, sell, or exchange printed copies of City ordinances and selected resolutions. The revised charter removes this provision because it addresses administrative and operational practices that are already within the City's general legislative and administrative authority and are no longer tied to printed publication methods. Modern practice relies on electronic codification, online access, and routine administrative processes rather than charter-level direction. Removing this language streamlines the charter and avoids embedding outdated or procedural details that can evolve over time without affecting the City's fundamental governing powers.*

See Section 58: All actions brought to recover any penalty or forfeiture under this act or the ordinances, resolutions, by-laws, or police or health regulations, made in pursuance thereof, shall be brought in the corporate name of the City.

Noteworthy Changes: *The existing charter provision addresses enforcement actions for penalties and forfeitures but does so using older terminology and a lengthy list of regulatory sources, including by-laws and police and health regulations. The revised language modernizes and streamlines this provision by clearly tying enforcement authority to the charter and ordinances, using a concise section heading and simplified wording. While the structure and phrasing have been updated for clarity and consistency with modern charter drafting practices, the substantive legal effect remains unchanged—confirming that all actions to recover penalties or forfeitures must be brought in the corporate name of the City.*

Removed:3. No penalty or judgment recovered in favor of the City shall be remitted or discharged, except by a vote of two-thirds of all the members of the City Council; but nothing in this section shall be so construed as to prohibit the judge of a court of jurisdiction from granting new trials or reversing any judgment rendered by the court according to the usual procedure of courts, nor to prohibit said court from suspending execution of sentence in its discretion.

Noteworthy Changes: *The original charter provision restricts the remission or discharge of penalties or judgments in favor of the City to a two-thirds vote of the City Council and includes additional language addressing judicial authority over court decisions. The revised charter removes this section because matters related to court judgments, new trials, reversals, and sentencing discretion are governed by state law and judicial procedure and are outside the City Council's authority. Removal of this provision eliminates charter language addressing judicial functions that the Council cannot control. The substantive effect of this change is that the charter no longer imposes a supermajority voting requirement for Council action related to*

penalties or judgments, allowing such matters to be governed by general Council authority and applicable state law.

Removed: 4. No City officer, or employee of the City, shall sell, dispose of, or convert to the officer's own use, any City property in the officer's charge without special authority from the City Council.

Noteworthy Changes: *The original charter includes a provision prohibiting City officers and employees from selling, disposing of, or converting City property for personal use without City Council authorization. This conduct is already addressed under Minnesota law, including state ethics, misuse of public funds, and theft statutes that apply to public officials and employees. The revised charter removes this duplicative provision and instead relies on existing state law and City policies to govern the handling and protection of public property. This approach aligns with modern charter drafting practices by avoiding redundancy while maintaining full legal accountability.*

Removed: 5. That the Charter Commission of the City of Brainerd, as prescribed by state law, be composed of seven (7) members, each of whom shall be a qualified voter of the City of Brainerd.

Noteworthy Changes: *The existing charter includes language specifying the size and voter qualifications of the Charter Commission. These requirements are already fully governed by Minnesota Statutes, Chapter 410.05, which mandates that a home rule charter city's charter commission consists of no less than seven members who are qualified voters of the city and prescribes their appointment, terms, and duties. The revised charter removes this duplicative language and instead relies on state law to govern the Charter Commission, consistent with modern charter drafting practices and ensuring continued compliance without restating statutory requirements.*

See Proposed Charter Section 57 for Additional Added Language

Noteworthy Addition: *A severability provision has been added to the charter. This language clarifies that the charter's sections, provisions, clauses, phrases, and sentences are independent and severable. If any portion of the charter is found to be invalid or unenforceable by a court, the remaining provisions will continue in full force and effect. Including a severability clause is a standard modern charter practice and helps preserve the validity and operability of the charter as a whole in the event of a legal challenge.*

Adopted by ordinance on October 3rd, 2022.

Ordinance published on October 8th, 2022.

Effective December 30th, 2022

HOME RULE CHARTER
CITY OF BRAINERD
MINNESOTA

(2025)

The City of Brainerd is authorized to exercise all powers legally available to it under the laws and constitution of the State of Minnesota. The City Council, as the elected governing body of the City, shall have the power to enact ordinances or take other official action, in accordance with procedures set forth in this Charter, pertaining to any matter not prohibited or pre-empted by federal or state law or constitution.

Adopted by ordinance	October 3, 2022
Ordinance published	October 8, 2022
Effective date	December 30, 2022

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TABLE OF CONTENTS

Name, Boundaries, & Subdivisions 3
Corporate Powers, Rights, & Obligations 3
Form of Government 4
Duties & Procedures of the City Council 6
  Council Procedure 6
Duties of the City Officials 8
  City Administrator 8
  Financial Management 8
  Public Utilities Commission 9
  Parks & Recreation Board 10
  Library Board 11
Miscellaneous Provisions 12

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NAME, BOUNDARIES, & SUBDIVISIONS

Section 1. Name and Boundaries. The city of Brainerd, in the county of Crow Wing, in the state of Minnesota, is and shall continue to be a municipal corporation, under the name of "City of Brainerd," with the same boundaries as now or as hereafter may be established.

Section 2. Elected Officials and Wards. The elected officials of the city shall be one mayor and seven council members. Three of the council members shall be elected at large and one council member shall be elected from each of the four wards. All elected officials shall be residents of the city of Brainerd and the four ward council members shall be residents of their respective wards. The boundaries of said wards shall be as they now are or may hereafter be established. The terms of office for all elected officials shall be four years and until their successors are elected and qualified. The term of office of every official elected under this charter, unless otherwise provided for, shall commence on the first Monday of January following the election and shall continue for a term of four years and until their successor is appointed.

Section 3. Change of Wards and Precincts. The city council shall have the power by ordinance to change the boundaries of such wards and precincts, and to change the number of precincts in a ward but shall have no power to change the number of wards.

CORPORATE POWERS, RIGHTS, & OBLIGATIONS

Section 4. Corporate Powers. The city, by and in its corporate name, shall have perpetual existence; and, except as herein otherwise provided and except as prohibited by the constitution or statutes of the state of Minnesota, it shall have and exercise all powers, functions, rights, and privileges possessed by it prior to the adoption of this charter, also all powers, functions, rights, and privileges now or hereafter given or granted by the constitution and the laws of the state of Minnesota to municipal corporations having "home rule charters"; also all powers, functions, rights, and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like power and degree, also all municipal powers, functions, rights, privileges, and immunities of every name and nature whatsoever, and in addition it shall have all the powers and be subject to the restrictions contained in this charter. In its corporate name, it may take and hold, by purchase, condemnation, gift, or devise, and lease and convey all such real, personal, or mixed property, within or without its boundaries, as its purposes may require or as may be useful or beneficial to its inhabitants, and it may contract with the county or with other municipalities for such joint services and utilities as may seem desirable, and for all other legitimate purposes.

Section 5. Subsisting Rights and Obligations. The city shall be the legal successor of the city of Brainerd under its former charter, and shall be vested with all franchises, rights, and immunities formerly vested in said city, except as herein otherwise provided. All property and property rights and interests of every kind and nature, formerly vested in said city, or in any board or public official of the same, all taxes and assessments levied in its behalf, and all rights, penalties or forfeitures, accrued or accruing, are vested in and possessed by the city under this charter, and all previously existing indebtedness, obligations, and liabilities of said city, or any department thereof, no matter in what form or how incurred, together with all interest accrued or to accrue thereon, are assumed by the city. Any subsisting right, lien, or demand against the city, or any pending action or proceeding to enforce the same, shall not be prejudiced or affected in any way by this charter. All ordinances, resolutions, rules, and regulations of the city in force when this charter or amendments to the charter take effect, and not inconsistent with the provisions thereof, are hereby continued in full force and effect unless and until amended or repealed. All contracts entered by the city or for its benefit, prior to the taking effect of this charter or amendments to this charter, shall continue in full force and effect. All public work begun prior to it taking effect shall be continued and perfected thereunder. Public improvements for which legislative steps shall have been taken under laws or charter provisions, existing at the time this charter or amendments to this charter take effect, may be carried to completion in accordance with such existing laws and charter provisions.

Section 6. Charter Construction. The provisions of this charter shall be construed liberally in favor of the city, to the end that the city may have all necessary powers for the efficient conduct of its municipal affairs, as contemplated by the municipal home rule provisions of the constitution and laws of the state of Minnesota. The specific mention of municipal powers in other sections of the charter shall not be construed as limiting the powers of the city in the premises to those thus mentioned. All powers of the city, whether express or implied, shall be exercised in the manner prescribed by this charter, or, if not prescribed therein, then in the manner determined by the city council.

FORM OF GOVERNMENT

Section 7. Organizational Structure. Commissions, boards, departments, and offices shall operate pursuant to existing ordinances. The duties, powers, and form of organization of which shall be as defined herein. The city council may create and establish additional commissions, boards, departments, and offices consistent with the general purposes of this charter and may also modify or eliminate the same.

In addition to the elected officials and city staff, there shall be three entities granted specific authority pursuant to this charter:

(1) Public utilities commission;
(2) Parks and recreation board; and
(3) Library board.

Section 8. Division of Duties: City Council, Commissions, and Boards. Each commission and board shall exercise necessary actions for sustaining current infrastructure and planning for future growth. Each shall manage their governmental and/or proprietary funds in an efficient and fiscally responsible manner, subject to the city council's general powers provided in this charter and under state law. All city employees are subject to city personnel policies and report to the city administrator.

Section 9. Appointed Officials. The appointed officials of the city shall be a city administrator, five public utilities commissioners, five parks and recreation board members, five library board members, and such other officials as may be required under this charter or Minnesota statutes, or as deemed necessary and appropriate by the city council. All terms for members of commissions and boards shall commence at the time of appointment and continue until successors to the appointed offices are appointed and qualified. The compensation of all elected and appointed officials shall be fixed by ordinance as permitted by state statute. Any person shall not be eligible to serve on a board or commission of the city under this charter who has ever been convicted of a felony, or is not at the time of their appointment a qualified resident of the city, unless otherwise expressly allowed by the city by ordinance, resolution or policy, or who is at such time interested in any contract with the city to which the person is a party, individually, as a member of a firm, or director or other managing officer of a corporation.

Section 10. Incompatible Offices. Neither the mayor, any council member, public utilities commissioner, parks and recreation board member, nor library board member shall hold any paid municipal office or employment under the city.

Section 11. Combining Offices. Any two or more of the offices created under this charter, and made appointed by the city council, may, on the discretion of the council, be filled by one and the same person. Additional functions and duties may be assigned by the city council to commissions, boards, departments, and offices established by this charter.

Section 12. City Council Function. All powers of the city, both legislative and administrative, unless otherwise delegated by the provisions of this charter or state law, shall vest in and be exercised by the city council, and state statutes. Except as otherwise specifically provided in this charter, the council shall have

complete control over all municipal services, but it shall exercise that control through a city administrator to be appointed by said council and shall not itself perform any such service.

Section 13. Duties and Powers: Mayor. The mayor shall be an ex-officio member of the council for the purpose only of casting the deciding vote upon any question before said council when the council members composing the said council present and voting are equally divided thereupon. The mayor shall from time to time give the council such information and recommend such measures as they deem to be in the best interest of the city. Every ordinance or resolution enacted or adopted by the council shall be presented by the city administrator to the mayor for approval or disapproval within two business days after its passage. The mayor shall, within five business days after passage by the council, indicate in writing either approval or disapproval of the ordinance or resolution, and return such ordinance or resolution, together with reasons for disapproval, if any, to the city administrator. Upon the return of any such ordinance or resolution that is disapproved by the mayor, the measure shall be returned to the council for reconsideration, and if upon such reconsideration it is approved by the council by a five-seventh vote of its membership, the measure shall take effect as if approved by the mayor. If an ordinance or resolution is not returned by the mayor within five business days after the passage by the council, it shall take effect as if approved by the mayor.

Section 14. Elected Office Vacancies: How Created. A vacancy in any elective office created under this charter shall be deemed to exist for any of the following reasons:

(1) Death, resignation, or removal of the incumbent.

(2) Change of an elected official's residence to a location outside the ward represented by the official, or outside the city.

(3) Conviction of an official while in office of any crime greater than a misdemeanor or of any offense involving a violation of the obligations of the office.

(4) Failure of an official to take the oath of office.

(5) Death of a person before taking the office to which the person was elected or appointed, in which case the vacancy shall be deemed to take place at the time when the person's term of office would have begun.

All appointments to fill vacancies shall be subject to confirmation by the council and they will serve for the duration of the unexpired term.

Section 15. Removals. Every person appointed to a commission or board, under this charter shall be subject to removal by a five-seventh vote of the council. However, no such official shall be removed except for cause, and unless furnished with a written statement of the charges against them, and an opportunity to be heard in person or by counsel. The council shall fix the time and place for a hearing on such charges, of which not less than ten days' notice shall be given to the official to be removed and shall have power to arrange the mode of hearing, to compel the attendance of witnesses and the production of documentary evidence, to administer oaths, and to hear testimony and arguments.

Any elective officer, whether elected by popular vote or appointed to fill a vacancy, may be removed at any time for malfeasance or nonfeasance in office, by the electors qualified to vote for a successor of such officer. The procedure to affect a removal of such elective municipal officer shall be as follows:

(1) A petition signed by electors entitled to vote for a successor of the officer sought to be removed equal in number to at least twenty-five percent of the entire vote for all candidates for the office, the incumbent of which is sought to be removed, cast at the last preceding regular municipal election, demanding an election of a successor of the person sought to be removed, shall be addressed to the Council and presented to the City Clerk; provided, that the petition shall contain a general statement of the ground for which the removal is sought.

(2) If the petition shall be found to be sufficient the Administrator shall transmit the same to the Council without delay. If the petition shall be found to be sufficient the City Council shall order and fix a date for holding the said election at the next election date authorized by state law that is not less than seventy-seven (77) days from the date of the Administrator's certificate to the Council that a sufficient petition is filed. The Council shall make or cause to be made publication of notice, and all arrangements for holding such

election, provided, that in the published call for the election there shall be printed in not more than 200 words the reason for demanding the recall of the officer as set forth in the recall petition, and in not more than 200 words the officer may justify his or her course in office: and said election shall be conducted, returned, and the result thereof declared, in all respects, as are other City elections.

(3) At an election on removal, the question on the ballot shall be in substantially the following form: "Shall ..... (Name) elected (appointed) to the office of ..... (title) be removed from that office?" If a majority of voters at the election vote in the affirmative, the officer shall be recalled and removed.

(4) No person who has been removed from office by recall or has resigned from office after the filing of a recall petition, shall be appointed to any office under this Charter within one year after such removal or resignation.

(5) In so far as practical, all laws and provisions for holding regular or special elections in the City shall apply to such recall election and the preliminaries thereto, and wherein applicable or impractical the Council shall by Ordinance provide such other and further regulation.

Section 16. Elected Office Vacancies: How Filled. Whenever a vacancy occurs in an elected office, such vacancy shall be filled by an appointment of the city council. All officials so appointed shall hold their respective offices for the balance of the unexpired terms.

Section 17. Oath of Office. Every person elected or appointed to a council, board, or commission under this charter shall, before entering upon the performance of the duties of the office, take and subscribe an oath of office, in the form prescribed by Minnesota statutes, and shall cause the same to be filed with the city administrator.

Section 18. Conflict of Interest. A conflict of interest is present when an elected or appointed official, in the discharge of their official duties, would be required to take an action or make a decision regarding a matter in which the official has a personal financial interest, or is otherwise so personally interested in such matter that the official cannot act in the public interest. For purposes of this section, a personal financial interest is any interest which shall yield, directly or indirectly, a material monetary or other benefit to the official, excluding such circumstances when the financial interest of the official is no greater than that of another member of the business classification, profession, or occupation. Any elected or appointed official, or city staff who has a conflict of interest on a matter shall refrain from voting or otherwise participating in any actions or decisions regarding such matter. In such cases, a public disclosure shall be made as follows:

(1) In the case of an elected official, the member shall declare a conflict and a notation regarding the same shall be entered in the city council meeting minutes.

(2) In the case of an appointed official, the member shall declare a conflict and a notation regarding the same shall be entered in the minutes of such commission or board meeting minutes.

(3) In the case of a sale, lease, or contract in which an elected or appointed official with authority to take part in any manner in the making of the transaction has a personal financial interest, neither the city council nor any commission or board of the city shall approve such transaction except as allowed by law.

Section 19. Primary and General Elections. When more than twice the number of individuals file to be elected to a municipal office, a primary election shall be conducted. Election returns shall be made, and the results canvassed, consistent with the general laws of the state of Minnesota pertaining to primaries. The regular city election for the election of city officials shall be held on the first Tuesday after the first Monday of November in each even numbered year, and all general laws of the state of Minnesota, relating to the election of city officials and the primaries thereof, shall, so far as applicable, apply to and govern all nominations and elections under this charter. All special elections are hereby adopted as a part of this charter, the same as if herein specifically reenacted. The judges, clerks and other officials of elections at the then last general election for state officials shall be the judges, clerks and other officials of all special city elections, except that the city council shall appoint additional officials as permitted by law. Election returns shall be made, and the results canvased consistent with the general laws of the state of Minnesota pertaining to general elections.

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Section 20. Duties and Powers: City Council. The city council shall have the management and control of all the finances and property of the city and of all the departments thereof subject to the other provisions of this charter. However, no real estate belonging to the city shall be sold or disposed of unless ordered by five-sevenths of all the members of the city council, and provided that no public utility, which shall hereafter be owned by the city, shall be sold, leased, mortgaged, or otherwise disposed of unless authorized to do so by a five-seventh majority of the members of the city council. The city council shall in addition to the powers herein vested in them have power and authority to make, enact, ordain, establish, publish, enforce, order, modify, amend, and repeal all such ordinances, resolutions, rules, and regulations for the government and good order of the city, for the suppression of vice and intemperance, and for the prevention of crime, as they shall deem expedient. They shall have the power to provide for the imprisonment and safe keeping of all persons arrested or charged with any offense. The city council shall have full power and authority to declare and impose penalties and punishments, and to enforce the same against any person or persons who may violate any of the provisions of any ordinance ordained by them, and all such ordinances are hereby declared to be and have the force of law. The city council may create an ordinance which may impose punishment for the breach of any ordinance of the city to impose a fine and imprisonment as permitted by state law.

Council Procedure

Section 21. Procedural Rules and Quorum. The council shall determine its own rules and order of business and shall keep minutes of its proceedings. A majority of city council members shall constitute a quorum for the transaction of business, but a lesser number may adjourn a meeting.

Section 22. Council Organization. At the first meeting in January of the city council after the regular city election, it shall proceed to elect by written ballot from its members a president and vice-president. The president shall preside over the meetings of the city council and appoint all standing and temporary committees thereof, and during absence of the mayor from the city, or the mayor's inability for any reason to discharge the duties of the office, the president shall exercise all the powers and discharge all the duties of the mayor. In case the president shall be absent at any time the vice-president shall discharge the duties of such president and act in their absence. The president or vice-president while performing the duties as mayor shall be styled "acting mayor", and acts performed by either when acting as mayor, shall have the same force and validity as if performed by the mayor.

Section 23. City Council Leadership. The president or vice-president of the council shall when present preside at all meetings. In the absence of both, the council may elect a president pro tem who shall for such meetings and the proceeding thereof have the same power as the president.

Section 24. City Council Meetings. The city council shall hold public meetings, which shall not be less than one meeting per month. The meetings shall be fixed by the city council and minutes of council proceedings shall be kept and made available to the public. The mayor, the president or vice-president of the council, or any two of the council members may call special meetings by notice filed with the city administrator and provided to each of the members either electronically by official city email or in writing by personal delivery. A special meeting may be called by the mayor, president, vice-president, or president pro tem at any regular meeting of the city council by giving notice thereof and noting the same in the minutes of the meeting. In case the attendance at any regular or special meetings of the city council is less than a quorum, such meeting may be adjourned to any time that may be designated and entered in the minutes of the meeting. Except in cases of emergency, the city council shall not meet on a Sunday, a legal holiday, or a day of a general or special election.

Section 25. Ordinances and Resolutions. Except as otherwise required by this charter or state law, all

ordinances and resolutions shall be passed via roll call by an affirmative vote of a majority of the members of the city council present by an 'aye' or 'nay' vote. The vote of each council member shall be recorded in the minutes. Every ordinance or resolution enacted or adopted by the council shall be signed by the president of the council and the mayor, and attested by the city administrator, and shall be filed with the city clerk immediately after its passage. Every resolution shall be presented in writing before a vote is taken thereon.

Section 26. Ordinance Procedures. The enacting clause of all ordinances passed by the council shall be in the words: "Be it Ordained by the City Council of the City of Brainerd." Every ordinance shall be presented in writing. Every ordinance, other than emergency ordinances and those changing the zoning map, shall be considered by the city council at two meetings, and not voted on until the second meeting. A minimum of ten calendar days shall elapse between the first and second consideration of the ordinance.

Section 27. Emergency Ordinance. An emergency ordinance is for the immediate preservation of public peace, health, or safety, in which the emergency is defined or declared in a preamble thereto.

Section 28. Ordinance Publication. Except as provided hereafter, every adopted ordinance shall be published at least once in the official paper of the city within fifteen calendar days after such approval. In the case of lengthy ordinances or ordinances including charts or maps, if the city council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the council may by resolution, direct that only the title of the ordinance and a summary be published, with notice that a digital copy of the complete ordinance is available for inspection during regular business hours at the office of the city administrator. Every adopted ordinance shall be recorded by the city clerk in a record kept for that purpose, and the affidavit of publication thereof shall be recorded therewith, and the record of said ordinance and affidavit of publication thereof, or a certified copy thereof, shall be deemed sufficient evidence of such adoption and publication.

Section 29. When Ordinances and Resolutions Take Effect. Emergency ordinances shall take effect immediately upon their passage and approval of so ordered by the council. All other ordinances shall take effect upon initial publication. All resolutions shall take effect from and after their passage or adoption unless the city council expressly orders otherwise.

DUTIES OF THE CITY OFFICIALS

Section 30. Assigned Duties. All city officials shall perform such duties as may be directed by the city council by ordinances, resolutions, or otherwise. No official of the city shall retain any property, papers, books, and effects of any kind that belong to the city or pertain to the office after the expiration of their employment.

City Administrator

Section 31. City Administrator Role. The city administrator shall be the chief administrative officer of the city and shall be appointed by the city council for an indefinite period of time. The city administrator may be removed by the council in accordance with the terms of a valid employment contract, or as an at-will employee in the absence of any contrary terms in a valid employment contract. In the event of the removal or resignation of the city administrator, the council shall immediately take steps to appoint a successor. The council shall delegate to the city administrator by ordinance whatever powers and duties they deem necessary or proper for the efficient administration of city affairs.

Section 32. Duties and Powers: City Administrator. The city administrator shall have the following duties and powers:

(1) Attend meetings of the council, committees, boards, and commissions, as necessary, and may take part in discussions, but without a vote.

(2) Perform such other duties as may be prescribed by this charter or required or authorized by the city

council, not inconsistent with the provisions hereof.

(3) Exercise administrative control over all city departments and divisions now in existence or which may be hereafter created by the city council, all commissions and boards, and all city employees.

(4) With the consent of the city council, hire and promote employees. Authority to discipline employees and perform other administrative action resides with the city administrator where all actions are carried out pursuant to current employee policies and signed collective bargaining agreements.

Financial Management

Section 33. Fiscal Year. The fiscal year for the city shall be the calendar year.

Section 34. City Council Control of Finances. Except as otherwise provided herein, the city council shall have full authority over the financial affairs of the city and shall provide for the collection of all revenues and other assets, the auditing and settlement of accounts, and the safekeeping and disbursement of public money, and shall make provisions for the payment of all liabilities and expenses, all subject to the provisions of this charter.

Section 35. Separation of Funds. All city money shall be accounted for in accordance with generally accepted accounting principles for units of local government. All taxes and money received or appropriated for any particular fund shall be paid into and credited to such funds. All taxes and money received by the city, not appropriated, or otherwise payable to any particular fund, shall be credited to the general fund.

Section 36. Special Levies. The city council shall annually levy taxes to provide for the following specifically designated funds and purposes:

(1) A permanent improvement fund, for paying such portion of the cost of improving streets. For the support of this fund, the city council shall annually levy on taxable property of the city an amount not to exceed 9% of the previous year's total city levy. These funds shall be thereby transferred to the capital improvement fund.

(2) The city shall levy 1.5% of the previous year's total city levy for each of the following purposes within the city limits:

a. Provide community action programs and events.

b. Establish and maintain programs benefitting senior citizens, or for support to a subsidized non-profit senior citizens organization.

c. Support of an arboretum or green space organization.

(3) The city council may levy for transit operations, which shall not exceed 3% of the previous year's total city levy.

Section 37. Annual City Budget. On or before the first day of September of every year, the president of the city council, the chair of the council personnel and finance committee, and the city administrator shall submit to the city council an estimate of the probable city expenditures for the following fiscal year, stating the amount required to meet the interest and maturing bonds of the outstanding indebtedness of the city, and specifically showing the various amounts necessary for each and every fund, including an estimate of the total income from all sources of revenue other than taxes upon property, and the probable requisite amount to be levied and raised by taxation to defray all such expenses and liabilities of the city.

Section 38. Signing Orders. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. Checks shall be signed by the mayor and countersigned by the city administrator.

Public Utilities Commission

Section 39. Public Utilities Commission. There is hereby created and established in the city a public utilities commission which shall meet monthly or at the call of the chair.

Section 40. Appointment and Confirmation: Commissioners. The commission shall consist of five members, each of whom shall be a resident of the city or have an ownership interest in a business within the city. They shall be appointed by the mayor and confirmed by the council. The term of office for each commissioner shall be four years. There are no restrictions on the number of consecutive terms a member may serve on the commission. Appointments to fill vacancies shall be subject to confirmation by the council and they will serve for the duration of the unexpired term.

Section 41. Public Utilities Commission Officers. At the regular meeting in January of each even-numbered year, the public utilities commission shall elect from its membership a chair and a vice chair, who shall hold office for two years and until their successors are elected. Such other officers as the commission may deem necessary or proper shall be appointed as needed, and the commission shall prescribe the respective duties of such officers, all of whom shall hold office at the pleasure of the commission.

Section 42. Duties and Powers: Commission Chair and Vice Chair. The chair shall preside at all meetings of the commission and sign all rules and regulations authorized by the commission. The vice chair shall perform the duties of the chair in their absence.

Section 43. Signing Payments. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. Checks shall be signed by the city administrator and countersigned by the finance officer designated by commission.

Section 44. Duties and Powers: Public Utilities Commission. The commission shall have the following duties and powers:

(1) Operate electric, water, wastewater, and stormwater treatment and conveyance utilities and execute necessary actions for sustaining current infrastructure, planning for future growth, economic management, and fiscal responsibility thereof.

(2) Oversee all city capital construction project management initiatives including but not limited to improvements made to streets, alleys, sidewalks, trails, and other public ways, excluding properties dedicated to the parks and recreation board and the library board.

(3) Keep the same in repair, and to make necessary replacements, extensions, improvements, changes, and additions thereto.

(4) Fix and determine the rates and charges to be made for electricity, water, wastewater, and stormwater. The commission shall also collect the same and all other earnings and revenues of said utility; provided, however, that whenever any new schedule of rates is adopted for any enterprise, or any change or alteration is made in the existing schedules, affecting either a part or all of the patrons of such utility, the commission shall cause publication of such new schedule, or such change or alteration, to be made in the official newspaper of the city.

(5) Prescribe the time and manner in which payment for all such services shall be made, and to provide for the termination of such service in case of non-payment, and in its discretion to require payment in advance for any or all of such services.

(6) Make and enforce rules and regulations pertaining to such service and the distribution and use thereof, and the operation of said utility, and to prescribe penalties for the violation thereof. All current rules, resolutions, and regulations shall remain in full force and effect until repealed, altered, or amended by the commission.

(7) Keep all funds belonging to the commission in a bank or depository designated by the city council.

(8) The commission shall have the right to the reasonable use of the streets, alleys, and other public grounds of the city for the purpose of maintaining and operating such utilities and repairing the same, or making any extensions, improvements, changes, or additions thereto; but whenever the surface of any street, alley, or public ground is disturbed, the commission shall cause the same to be promptly restored, as nearly as may be, to its original condition.

(9) Make, perform, and enforce contracts not subject to levying of special assessments pursuant to

Minnesota statute 429 in the name and on behalf of the city, and to do any and all other things that may be necessary or proper to carry out the purposes expressed herein. The city council maintains exclusive authority to make, perform, and enforce contracts subject to the levying of special assessments pursuant to Minnesota statute 429.

(10) The commission shall, at the first meeting of the city council in December of each year, present an operating budget for the following year and a capital improvement plan outlining anticipated future capital expenditures.

(11) The commission will perform any additional duties and powers as directed by the council.

Section 45. Electric Service Territory. The service territory for the electric utility is established by the Minnesota Public Utilities Commission. Any extension of the electric utility outside the service territory by contract with another utility shall be approved by the city council. Any extension of the electric utility within the service territory, or any contract with another utility to provide power within the commission's service territory, shall be approved by the public utilities commission.

Section 46. Public Utilities Exclusions. The Public Utilities Commission shall have the power to make purchases on behalf of the city and may make purchases through such methods or designees as the council may determine from time to time by ordinance or resolution.

Parks & Recreation Board

Section 47. Parks and Recreation Board. There is hereby created and established in the city a parks and recreation board which shall meet monthly or at the call of the chair. The council shall maintain city parks for the use of the general public and designates this board to control and supervise all parks within the city, and also of such streets and other public grounds as the council shall by proper resolution designate.

Section 48. Appointment and Confirmation: Board Members. The board shall consist of five members, each of whom shall be a city resident. They shall be appointed by the mayor and confirmed by the council. The term of office for each member shall be four years, commencing on the date of the board's first regular meeting in January and continuing until a successor is appointed. There are no restrictions on the number of consecutive terms a member may serve on the board. Appointments to fill vacancies shall be subject to confirmation by the council and they will serve for the duration of the unexpired term.

Section 49. Parks and Recreation Board Officers. At the regular meeting in January of each even-numbered year, the parks and recreation board shall elect from its membership a chair and a vice chair, who shall hold office for two years and until their successors are elected. Such other officers as the board may deem necessary or proper shall be appointed as needed, and the board shall prescribe the respective duties of such officers, all of whom shall hold office at the pleasure of the board.

Section 50. Duties and Powers: Board Chair and Vice Chair. The chair shall preside at all meetings of the board and sign all rules and regulations authorized by the board. The vice chair shall perform the duties of the chair in their absence.

Section 51. Duties and Powers: Parks and Recreation Board. The board shall have the following duties and powers:

(1) Establish recreation policies of recreation areas, facilities, services, and programs for all public recreation.

(2) Conduct activities for the requisite supervision incidental thereto, on the grounds and properties owned, leased, or controlled by the city, designated park property, or other properties with the consent of the owners or authorities who control the property.

(3) Enforce all laws of the state, ordinances, policies, and resolutions of the council for the improvement, care, and protection of the parks and other public property under its charge.

(4) Procure or lease public or private properties that may be required for programs provided, however, that no property shall be procured by lease or otherwise for more than one year without the approval of the council.
(5) The board shall each year prior to September 1 prepare and present a budget for parks and recreation purposes for the following fiscal year, subject to the approval of the council.
(6) The board will perform any additional powers and duties as directed by the council.

Library Board

Section 52. Library Board. There is hereby created and established in the city a library board which shall meet at least quarterly. The general laws of the state with respect to the establishment and maintenance of public libraries are hereby made a part of this charter, except so far as the same herein changed or modified.

Section 53. Appointment and Confirmation: Board Members. The board shall consist of five members, each of whom shall be a resident of the city. They shall be appointed by the mayor and confirmed by the council. The term of office for each member shall be five years, commencing on the date of the board's first regular meeting in January and continuing until a successor is appointed. There are no restrictions on the number of consecutive terms a member may serve on the board. Appointments to fill vacancies shall be subject to confirmation by the council and they will serve for the duration of the unexpired term.

Section 54. Board Officers. At the regular meeting in January of each even-numbered year, the library board shall elect from its membership a chair and a vice chair, who shall hold office for two years and until their successors are elected. Such other officers as the commission may deem necessary or proper shall be appointed as needed, and the commission shall prescribe the respective duties of such officers, all of whom shall hold office at the pleasure of the board.

Section 55. Duties and Powers: Board Chair and Vice Chair. The chair shall preside at all meetings of the board and sign all rules and regulations authorized by the board. The vice chair shall perform the duties of the chair in their absence.

Section 56. Duties and Powers: Library Board. The board shall have the following duties and powers:
(1) Charge and supervision of the public library.
(2) Charge and supervision of all library buildings, grounds, and other property pertaining to the library.
(3) Power to make and enforce such rules and regulations, as it may be deemed proper for the care, use, preservation, and protection of all property.
(4) The city council may pass all proper ordinances for the care, preservation and protection of library property and provide for and enforce penalties for violation thereof.
(5) The board shall, at the first meeting of the council in September of each year, present an operating budget for the following year and a capital improvement plan outlining anticipated future capital expenditures.
(6) Perform any additional powers and duties as directed by the council.

MISCELLANEOUS PROVISIONS

Section 57. Severability. The various sections and provisions of this charter, and the clauses, phrases, and sentences thereof, shall be severable, and if any section, part, or provision shall be held to be invalid, it shall not be construed as invalidating any other part or portion thereof.

Section 58. Penalty and Forfeiture. All actions brought to recover any penalty or forfeiture under this charter or ordinances and resolutions made in pursuance thereof, shall be brought in the corporate name of the city.

Section 59. Legal Liability. The powers conferred upon the city council to provide for the abatement or

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removal of nuisances shall not bar or hinder suits, prosecutions, or proceedings in the courts according to law.

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From: Marywalt K
To: Toni Gage
Subject: All.
Date: Thursday, February 26, 2026 1:42:17 PM

To. Brainerd. City. Council
Please do not put money into the. YMCA If you wish to put in your own money. That is your business
As a longtime resident and taxpayer. I strongly oppose city tax money going to the. YMCA.
When. Community. Action. And the. Arboretum were funded. It went to the voters first, you can do that if you wish.
I am a city resident since 1958 We always paid taxes Paid street assessments Live on a corner lot so must also keep intersection open when closed by snowstorm .
Although I can no longer use it.
When snow plow closes my driveway I must pay to have it shoveled Same with sidewalk.
Enough is Enough!!!
People who use the. Y should pay for it. Please! Mary koep,

Sent from my iPad