



## CITY COUNCIL AGENDA

City of Brainerd, Minnesota  
City Hall, 501 Laurel Street, Council Chambers  
Monday, March 16, 2026 @ 7:30 PM

The public is invited to attend these meetings in person

Attend by phone: 1-469-250-2695

**City Council** - Meeting Access Code: 402 479 831#

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

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

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

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

1. **Call To Order**

2. **Roll Call**

\_\_\_K. 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. **Lawful Gambling - Bridges of Hope**

E. **Resolution - Lawful Gambling Premise - Brainerd Amateur Hockey Assoc**

F. **Performance Evaluation Summary - City Administrator Broyles 2025 Evaluation**

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. Discuss Sidewalk on Front Street
2. Downtown Landscaping Proposals - 2026 Planting Season
3. 2026-2028 Contract Towing Proposals
4. Award Contract - Imp 26-01 - Chip Seal Project
5. Authorize Solicitation - 2026 Pavement Markings
6. Change Order #1 - 2026 Annex Repairs
7. Construction Agreement - TH 210 Reconstruction Project Detours
8. Resolution - Approving Applications to the Minnesota Public Facilities Authority for 2026 Lead Service Line Replacement Projects

B. **Personnel & Finance Committee**

1. Promotion - Deputy Police Chief Anthony Runde to Police Chief
2. MnDNR Outdoor Recreation Grant Application - Memorial Park Playground Replacement

9. **Unfinished Business**

A. **Commission Recommendation - Mayor**

**Misty Bayliss - Public Utilities Commission (2030)**

B. **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**

10. **New Business**

- A. **Resolution - Approve Plans/Specs and Authorize Bidding - Imp 25-05 - Southeast Brainerd Reconstruction Project**

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

15. **Council Communications**

- A. **Annexation Question - Member Czczok (added)**

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

MISSION

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

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

Upon roll call the following Members were noted as present: Bevans, Czeczok, Johnson, Stunek, Yeager, Erickson, 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.

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

**Approval of Bills**

Approved as on file in the Administrator's Office.

**Approval of Minutes**

Approved February 17<sup>th</sup>, 2026, minutes as presented.

**Department Activity Reports**

Approved reports as presented.

**Hiring - Business Office Support Specialist Rachele Schlosser**

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).

**Reclassify - Spring Police Intern Caleb Wahlstrom**

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

**Fire Contract Formula for 2027 – Informational**

Information only.

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

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

**Agreement Amendment - TH 210 Reconstruction Project**

Approve the contract amendment #1 for the Highway 210 Reconstruction project as presented.

**Approve Utility Department Surplus Items for Auction**

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

**Event Application - 2026 Loonfest**

Approved as presented.

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

Approved as presented.

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

**Public Forum**

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

No one came forward.

The chair closed the public forum at 7:33 p.m.



## **Council Committee Reports**

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

#### **Cost Share - City of Baxter Dellwood Drive Surfacing Project**

Member Bevans stated that he will vote against the cost share as he was on the Council when Dellwood came up. The City of Baxter originally submitted a letter signed by Mayor Darrel Olson that was sent when the cost share for Dellwood was originally addressed. Baxter would meet with the city regarding the Public Utilities property. They declined to do that once the agreement was settled. It's always the City of Brainerd that shoulders the burden for all the other governments that want something and we have to do the "good thing". He doesn't believe the city should have to do that in this case. There should be a conversation with the City of Baxter and go on the record with what should be done with the BPU property.

Committee Chair Erickson stated that Dellwood Drive is being micro surfaced by the City of Baxter. This agreement is for a cost share for the portion that is within the city limits of Brainerd.

Chair O'Day stated that the confusing part is that the City did not budget for this project. This is the kind of discussion that needs to be had during the budget season.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE THE COST SHARE WITH THE CITY OF BAXTER IN THE ESTIMATED AMOUNT OF \$19,440.

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO ASK THE CITY OF BAXTER FOR EITHER THE LETTER OR COUNCIL MINUTES REFERENCING THE LETTER MENTIONED BY MEMBER BEVANS.

#### **Event/Street Closure Application - 4th of July Red, White, and Boom**

Committee Chair Erickson stated that this is an event in coordination with Community Actions 4<sup>th</sup> of July festivities. The same applicants held Loonfest at Memorial Park in 2025.

Dave Badeaux, Executive Director, Brainerd Community Action, stated that the event is in coordination with their festivities and with the assistance of BCA.

Member Bevans stated that in the past there has been concern with closing this intersection. There has been resistance by business owners, he wondered if the downtown businesses have been informed about the closure.

Dave Badeaux stated that most of the small businesses downtown are closed on the 4<sup>th</sup> of July. This would draw traffic downtown to our restaurants.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE SPECIAL EVENT/STREET CLOSURE APPLICATION FOR LOONFEST RED, WHITE, AND BOOM WITH THE CONDITIONS INCLUDED BY STAFF.

#### **Imp 25-05 - Southeast Brainerd Reconstruction - Right-of-Way Description Proposal**

Committee Chair Erickson stated that this cleaning up the legal description on Laurel Street for the area around the Northern Pacific Center. He asked about the need to do this for other properties along Laurel Street.

City Engineer Dehn stated that this is being completed as staff is planning for the improvement project in this area. As projects continue in this area, additional legal description cleanups may be needed.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE PROPOSAL FROM BOLTON & MENK FOR LEGAL DESCRIPTION SERVICES IN THE AMOUNT OF \$925.

#### **Construction Observation and Testing Contract - SEH - Voyageur Heights Development Project**

Committee Chair Erickson stated that this is a proposal for the Voyageur Heights development. The cost will come from the escrow that Kueper's has paid.

Member Czeczok stated that any staff time is also reimbursable through the escrow.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE PROPOSALS FROM SEH IN THE TOTAL AMOUNT OF \$74,200 FOR THE VOYAGEUR HEIGHTS PROJECT.

#### **Direction on Active Code Enforcement**

Committee Chair Erickson gave an overview of the nuisance property.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO TOW THE TRAILER AT PID 41191502 WEATHER DEPENDENT.

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

##### **Designate Statewide Affordable Housing Aid (SAHA) Funds**

Committee Chair Johnson stated that Habitat for Humanity has done an incredible job spending the SAHA funds wisely building single family homes in our community.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO DISTRIBUTE \$74,605 TO HABITAT FOR HUMANITY.

##### **Use of City Hall Annex for Friends of the Library**

Committee Chair Johnson stated that the Friends of the Library is in discussion with for a potential lease.

Member Czeczok questioned whether a fair market price is on the table for rent.

Committee Chair Johnson stated that he does expect that Staff will negotiate a fair market rent as a part of the agreement as the Friends of the Library is a private entity.

##### **Retirement - Police Chief John Davis**

Committee Chair Johnson stated that Chief Davis has been exceptional. He is confident that an internal hiring process for the position will be effective.

Member Czeczok asked about the anticipated length of the hiring period.

Administrator Broyles stated that the hiring will be completed before the end of April.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, 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.

### **Royal Tire TIF District**

Committee Chair Johnson stated that the TIF district was created in 2015. The language of the agreement states that it must be an automotive services facility. The City could cancel the TIF district or modify the agreement. The developer has requested that the agreement be modified. The agreement was for approximately \$170,000 or 27 years. So far, the principal balance is about \$175,000. The district will likely last 27 years.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO DIRECT STAFF TO MODIFY THE REDEVELOPMENT AGREEMENT ALLOWING THE FACILITY TO BE USED FOR USES OTHER THAN AUTOMOTIVE SERVICES.

### **Unfinished Business**

#### **Committee Recommendation – Mayor**

Mayor Badeaux stated that he incorrectly stated the name of his appointment to the Public Utilities Commission last meeting. He clarified that he recommended Cory Jay to the Public Utilities Commission and requested that City Council reaffirm his appointment.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO REAFFIRM CORY JAY TO THE PUBLIC UTILITIES COMMISSION.

#### **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

### **Resolution - Orderly Annexation Agreement**

Community Development Director Kramvik stated that the joint resolution with the County before City Council establishes an orderly annexation area it does not annex properties into the City of Brainerd. Zoning is not established in this agreement. It would be established upon resolution to annex properties into the City. Staff has completed a draft version of our shoreland overlay district update. It will need final DNR and City Council approval. Staff has been made aware that we need to update our Mississippi Headwaters regulations as they have not been updated for 20 years. The proposed annexation area along the Mississippi River would

be subject to those regulations. Staff does not recommend annexing the properties along the river until completion of the update, as properties would have a moratorium from issuing building permits.

Finance Director Hillman stated there would not be an impact to the tax valuation by a property going from unorganized to the City of Brainerd. The County Assessor's office values the property for the City of Brainerd and the 1<sup>st</sup> assessment district. The annexed property would be put into one of the City's nine residential Brainerd neighborhoods rather than one of the six 1<sup>st</sup> assessment neighborhoods. These "neighborhoods" are adjusted annually based on sales. 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. Staff estimated the 2026 tax bill for properties if they were annexed into the City and the tax bill about doubled.

Public Utilities Director Sandy stated that staff spoke with an appraisal company for guidance regarding market impacts to properties. Based on their experience, they have not seen property values decrease when connected 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 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.

City Engineer Dehn stated that the connection charge is currently set at \$17,287.87. City Council sets the amount of the connection charge which can be changed if the Council directs. Staff provided multiple options in regard to connection charges. The memo highlights the considerations in the special assessment policy for expansion and extension, which is again something the Council could change if it chose to. Finally, they also included other services that City staff would provide once annexed like snow plowing, pothole patching, crack sealing, and stormwater maintenance.

Member Czeczok asked a question about the properties that have individual lift stations needing secondary power. He also asked about requirements for lift stations whether there would be an inspection required.

Public Utilities Director Sandy stated that he is not aware of anything in the building code that requires secondary power for individual grinder stations. Staff reached out to the City of East Gull Lake for information. There would need to be an inspection of the individual lift stations.

Chair O'Day asked how the properties would be annexed, whether it would be parcel by parcel or all properties at once.

Community Development Director Kramvik stated that that decision would be subject to the City Council's decision.

Member Czeczok asked about eligible contractor's to make the connection to City sewer and water.

Community Development Director Kramvik stated that the contractor would need to be licensed by the City and have a \$30,000 bond through the State of Minnesota.

Member Johnson stated that the City needs to have an agreement in place so that a plan can be put in place for the future. If the City doesn't develop an agreement and a plan

those in Area 1 could hook up to City utilities without any oversight from the Council and without regulations. There has to be a solution to that and plan for the future.

Member Erickson stated that at the previous Council meeting he asked that the Council hold off until this meeting to allow staff time to answer property owner's questions. He commended staff on their patience and ability to prepare and answer questions. He also stated that he watched the county meeting, and someone stated that this area is very unique as it is highly developed without being incorporated. This is due diligence on the part of the City. Staff have accomplished what the Council asked of them.

Member Bevans stated that he will vote against the resolution, not because it would be best thing for the citizens of the City of Brainerd. There is an obligation for those that live in area 1 to mitigate or minimize the environmental impact on the environment to hook up to sanitary sewer if it's available. Those in area 1 that didn't know this was coming weren't paying attention in 2003. He thinks the resolution is fantastic, but it's going the wrong way. When your sewer fails, you should in good conscience hook up to the City's sanitary sewer. He believes it is on the County's onus to achieve annexation, as the City was taking advantage of the fact that the County was putting in a new road. The City agreed to complete the project with the understanding that annexation would be imminent to get the project done.

Chair O'Day does not see the County initiating annexation or people choosing to hook up. What it comes down to is that the people in this area are represented by the County Commission. Until everyone is on the same page paying for the reconstruction of this road, which will come at some point, the Council is representing the current taxpayers of the City. If they are going to do that right, the Council would pass this resolution. It allows everyone to plan and is not an overreaching grab.

Member Czczok stated that he can't imagine that any of the Council Members are comfortable moving forward with annexation even if they're in favor of it. The Council asked staff to plan with Crow Wing County staff. Council Members should have seen objections to annexation coming. Moving forward from the past, the Council needs to be responsible and stop kicking the can down the road and plan. He appreciates everyone's opinion on this matter.

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

#### **RESOLUTION 14:26**

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

#### **Comprehensive Plan Update - Review Proposals**

Community Development Director Kramvik stated that 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. 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. The Planning Commission recommended Swanson-Haskamp to complete the plan.

Member Bevans stated that he understands the need to update the plan. He cannot support the proposal by Swanson-Haskamp. He stated that the City asked Swanson-Haskamp ten years ago to determine the value of the annex, and to provide a list of underdeveloped properties in the City. So far the City has gotten nothing in return.

Member Johnson stated that he would also vote no, he understands the need to update the plan, but does not think the plan needs to be updated after five years. He stated that Swanson-Haskamp developed the previous plan, which is obviously a bad plan as the City is already updating it.

Member Czczok stated that he values historical record and people speaking to that effect. It gives him a lot of incentive on how to vote.

Chair O'Day stated that Swanson-Haskamp has a lot of history and knowledge of the City. The Comprehensive Plan is a plan for how the Council wants the City to move forward.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER TO ACCEPT THE PROPOSAL FROM SWANSON-HASKAMP CONSULTING TO COMPLETE THE COMPREHENSIVE PLAN AMENDMENT.

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

Member Bevans stated that he wished there was a consultant that had a Brainerd address.

Public Utilities Director Sandy stated that he has had experience working with both of the other firms that submitted proposals.

Member Erickson stated that all the proposals were acceptable. He does think that the other proposals were acceptable as well and the price points were all similar.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND ERICKSON TO ACCEPT THE PROPOSAL FROM BOLTON AND MENK TO COMPLETE THE COMPREHENSIVE PLAN AMENDMENT.

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

#### **Resolution — Business Subsidy for Dermatology Clinic**

Community Development Director Kramvik gave an overview of the business subsidy and that the land value had been updated in the purchase and development agreement that was included in the packet to \$230,000.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON TO ADOPT RESOLUTION APPROVING THE BUSINESS SUBSIDY AGREEMENT FOR RIVERBIRCH INVESTMENTS LLC.

#### **RESOLUTION 15:26**

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

#### **New Business**

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

Community Development Director Kramvik gave an overview of the conditional use permit.

Member Czeczok asked about the option property and whether this CUP would affect the development of it.

Community Development Director Kramvik stated that at this point, the CUP's effect on the option property with the passage of the CUP would be speculation.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT FOR 65 OFF-STREET PARKING SPACES AT 1410 & 1424 THIESSE DRIVE FOR THE CONSTRUCTION OF A DERMATOLOGY CLINIC.

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

Community Development Director Kramvik gave an overview of the variance request.

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND CZECZOK, DULY CARRIED, TO APPROVE THE VARIANCE REQUEST FOR REDUCED SETBACKS FOR THE EXISTING STRUCTURES IN ORDER TO SUBDIVIDE THE PROPERTY.

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

City Engineer Dehn gave an overview of the feasibility report. He stated that there are two options for Council to consider for further design.

Member Czeczok asked about the stormwater runoff on Dal-Mar.

City Engineer Dehn stated that this portion of the project does not include culverts. There are two sections on this project that do not have curb and gutter, but there is no need for stormwater on Dal-Mar.

Member Johnson asked about the dimensions of a parking spot and how the City is only netting 2 additional spaces for an additional \$40,000.

City Engineer Dehn stated that angled parking takes up more linear space than parallel parking does.

Mayor Badeaux stated that the Park Board supports the diagonal parking at Jaycees. The City has been promising a solution to the Park Board and park patrons.

Member Czeczok questioned the amount of money for the creation of only two spaces.

City Engineer Dehn stated that 45-degree angle parking is similar to other adjacent parking, you could increase up to 90 degrees and net the same number of spaces.

Member Yeager stated that 45-degree parking is safer for loading and unloading as well as backing out of a space.

Member Bevans stated that he likes diagonal parking, but he wishes it wasn't \$40,000.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO ADOPT THE RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR THE PUBLIC HEARING ON THE PROPOSED IMPROVEMENT TO BE HELD ON APRIL 6<sup>TH</sup> AT 7:30 P.M.

#### **RESOLUTION 15:26**

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

Member Bevans stated that he supports the options provided, however, he thinks the engineers need to sharpen their pencils regarding the estimate of the cost of the angled parking.

City Engineer Dehn stated that the project is not fully designed. This is just the initial feasibility estimate to give the Council amounts to consider. Staff will work with WSB to draw up a final design and return at a future date with a refined estimate.

Mayor Badeaux stated that parking is expensive. We have yet to convince people that they don't need to park their cars in a parking lot.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO INCLUDE ADDITIONAL PINE STREET ANGLED PARKING STALLS AND DAL MAR DRIVE AND CIRCLE TO BE RESURFACED, REMOVING AND REPLACING THE PAVEMENT SECTION.

### **Charter - Direct Special Meeting with Charter Commission**

Administrator Broyles gave an overview of the Charter commission process.

Council Members discussed potential dates to hold a joint meeting. Staff will work with the Chairs to determine a date.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO SCHEDULE A JOINT MEETING WITH THE CHARTER COMMISSION.

### **Staff Reports**

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

Public Utilities Director Sandy stated that the application for Congressman Stauber's Community Funding has been submitted. He will be working with Mayor Badeaux and Chair O'Day to set up a meeting with the Congressman regarding the project. The Commission will be holding tours of the facilities in the near future if Council Members are interested.

### **Mayor Badeaux**

Mayor Badeaux stated that the St. Patrick's Day Parade will take place in downtown Brainerd on March 14<sup>th</sup> at 1:00 p.m. There will be a treasure hunt for the medallion. He is seeking assistance from a Council Member to represent the City at the parade.

### **Council Member Reports**

Member Stunek stated that the Dispatch reported that the county brushed out a road from Laurel Street to Ahren's Hill 100 years ago today. This road was called Scenic River Road which today is Riverside Drive, the information seemed appropriate for the audience tonight.

Member Czczok stated that the Council had voted to deny the amendment to the Rotary Park solar project. Rotary has started work on the project under the original agreement which designates Brainerd Rotary as the responsible party for maintenance, replacement, and damage to the structure.



Member Bevans stated that he saw a sure sign of spring in Ward 2 - yellow loaders scraping ice off of the streets in North Brainerd. He hopes that the Council can get an update on the 400-year-old agreement with BlockMetrix.

Member Yeager wished Chief Davis a very happy retirement. He introduced Ms. Jennifer Roach, the new Airport Manager. The morning flights at the airport resume on March 8<sup>th</sup>. You can start booking your flight now. There has been a lot of positive response to holding an open house for the Airport. The event will be sizeable, so they have decided to move the date further back to give the event the attention it needs.

Ms. Jennifer Roach gave a brief overview of her experience and stated that she is excited to continue improving commercial and general aviation for our community. She thanked the City, County, and their Staff for all of the support provided.

Member Johnson stated he would like to tour the Wastewater Treatment Plant. He has toured the Dam.

Chair O'Day stated that he would not be attending the EDA meeting.

### **Adjourn**

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECHOK, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PER MN STATUTE 13D.05, SUBD 3(A), TO CONDUCT CITY ADMINISTRATOR BROYLES 2025 PERFORMANCE REVIEW.

The Chair adjourned to the closed session at 9:03 p.m.

The Council took a five minute break prior to the closed session.

The Chair reconvened the meeting at 9:25 p.m.

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

The Chair adjourned the meeting at 9:25 p.m.

Nicholas W. Broyles  
City Administrator



## BRAINERD POLICE DEPARTMENT MONTHLY REPORT



### BOOYAH AWARD



This month's Booyah winner is Officer Samuel Judd.

On 02/12/2026, at 1136 hours, Baxter PD advised of a driving complaint and that a male in a white Crown Victoria had brandished a handgun during the road rage before taking off north on 371. Officer Judd decided to go north on Riverside/Beaver Dam in case the suspect vehicle came east on Wise Road. Judd located the vehicle coming back south into Brainerd and followed it until other officers could assist in a high-risk stop at East River Road/Washington Street. Judd performed a textbook "felony stop" on the driver and he was taken into custody without incident. The suspect admitted having a BB gun pistol in the glovebox, which Judd found. Baxter PD arrived and took over the investigation and Judd transported the driver to the jail for Baxter PD.

Booyah for recognizing routes that suspects from other agencies could use and getting the suspect detained within minutes of a potentially serious incident!

### CONDUCT ON PREMISES ACTIVITY REPORT

| ICR      | Date Reported | Title               | Address                           |
|----------|---------------|---------------------|-----------------------------------|
| 26001950 | 02/08/2026    | Conduct on Premises | 1206 South 9 <sup>th</sup> Street |

### BODY WORN CAMERA DATA REPORT

| Month | Number of Videos | Hours of Video | GB of Videos | Average MB per Video | Average Time Length of Videos | Average Number of Videos Per Day |
|-------|------------------|----------------|--------------|----------------------|-------------------------------|----------------------------------|
| Month | 1,496            | 327            | 570          | 390                  | 13.11 Minutes                 | 53                               |



## TRAINING &amp; STAFF DEVELOPMENT

**Taser Instructor Recert**

Sergeant Pallansch and Officer Gleason attended TASER Energy Weapon Instructor Re-Certification Course in Breezy Point on February 18 and 19, 2026. The course description is listed below.

This instructor-level certification course covers the TASER X26P, X2, TASER 7, TASER 7 CQ, and TASER 10. With the release of Version 24, the curriculum has been enhanced to include expanded instruction on scenario development, isolation drills, and advanced scenario-based training. Participants who successfully complete the course will be certified to instruct others in the safe and effective use of the TASER X26P, X2, TASER 7, TASER 7 CQ, and TASER 10 energy weapons.

The Brainerd Police Department utilizes the TASER X26P.

**Annandale Shoot House**

Brainerd Police Officers partnered with Baxter Police Officers for shoot house training in Annandale, Minnesota. Live fire exercises allow officers to use their own weapon systems while moving throughout the shoot house. Each officer has to go into rooms making split second decisions whether to shoot or not shoot. The live fire shoot house helps develop the skills in building the necessary teamwork and tactics among patrol officers that are crucial for success during life-threatening situations.

**LES Background Investigations for Police Applicants**

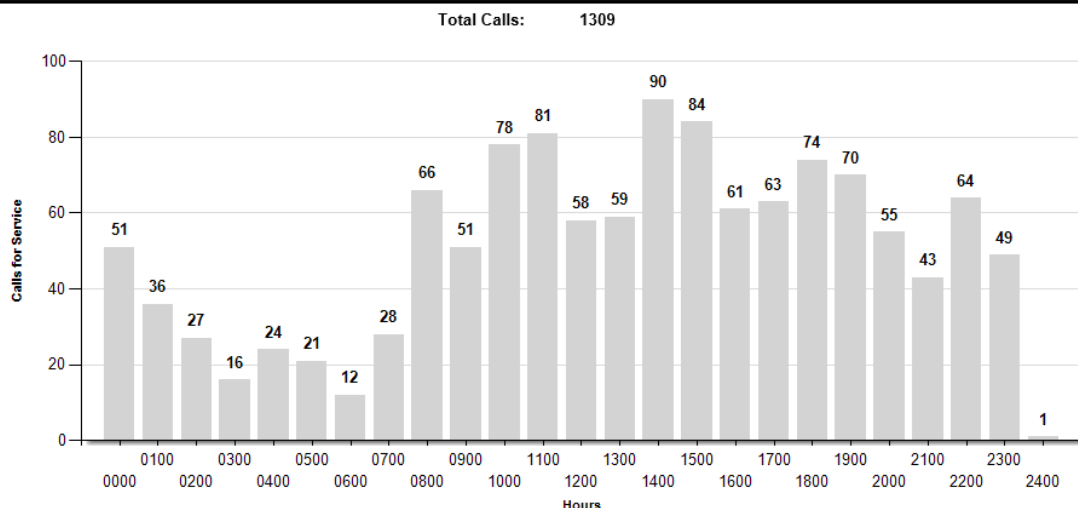
This course enables investigators to uncover more about an applicant's past. Through a systematic approach to the investigation, they are prepared to spot important discrepancies for law enforcement applicants.

## OVERALL CALLS FOR SERVICE

| Month                       | 2026  | 2025  |
|-----------------------------|-------|-------|
| Number of Calls for Service | 1,262 | 1,341 |

**Calls for Service Hourly**

2/1/2026 to 2/28/2026



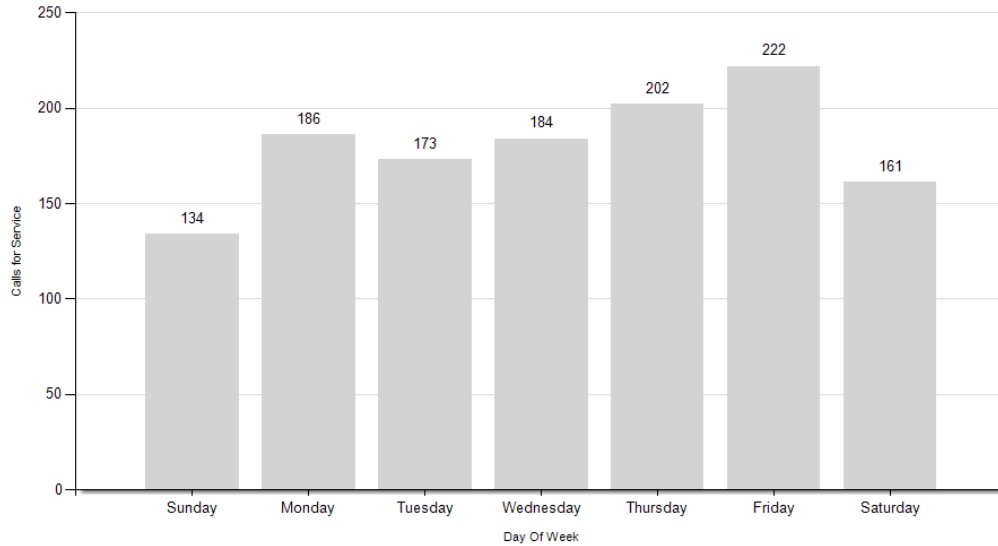


### Calls for Service Day Of Week

Start Date: 2/1/2026

End Date: 2/28/2026

Total Calls: 1309



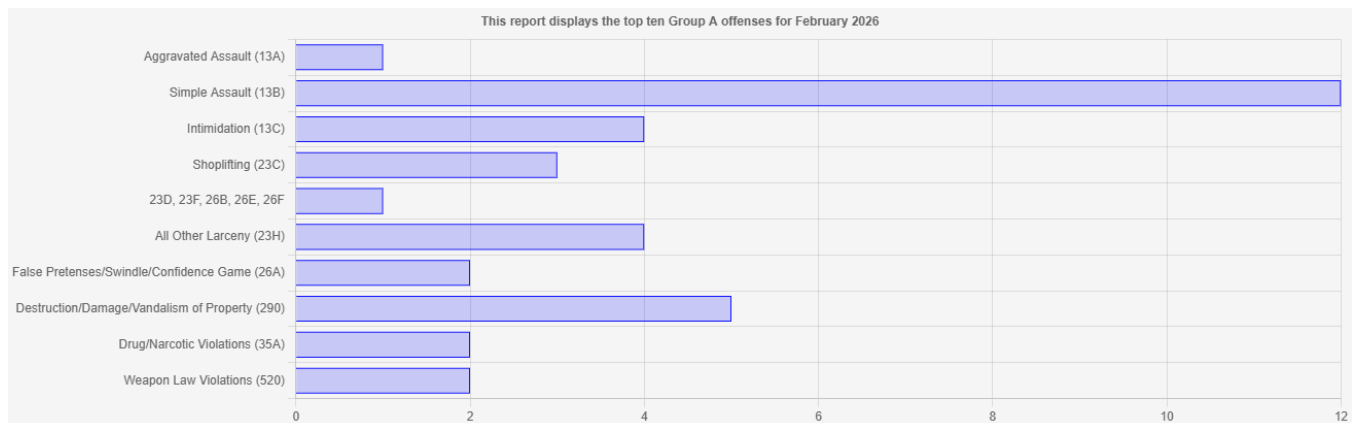
### CRIME STATISTICS

| Year to Date through Month                   | 2026 | 2025 |
|----------------------------------------------|------|------|
| Group A Offenses Known or Reported to Police | 103  | 135  |
| Group A and B Arrests                        | 105  | 124  |

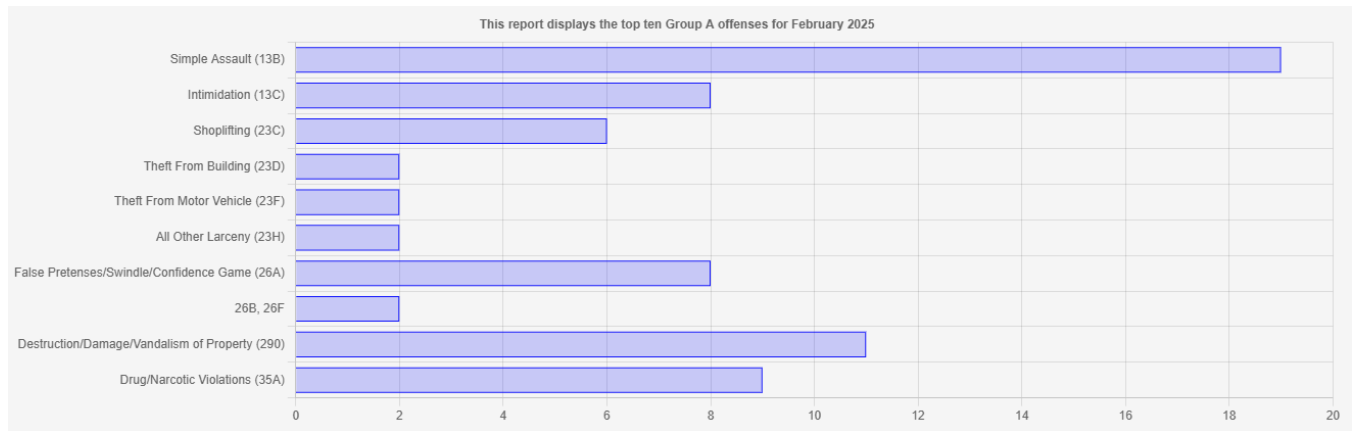
**\*\* Note: 2026 totals do not include case files that have not yet been coded.**

### TOP 10 GROUP A OFFENSES

February 2026

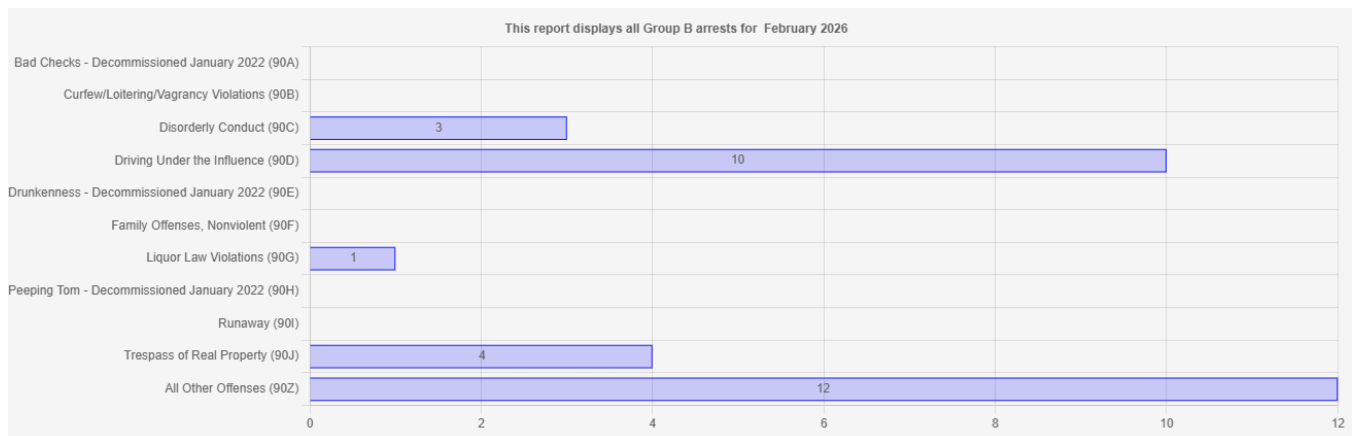


## February 2025

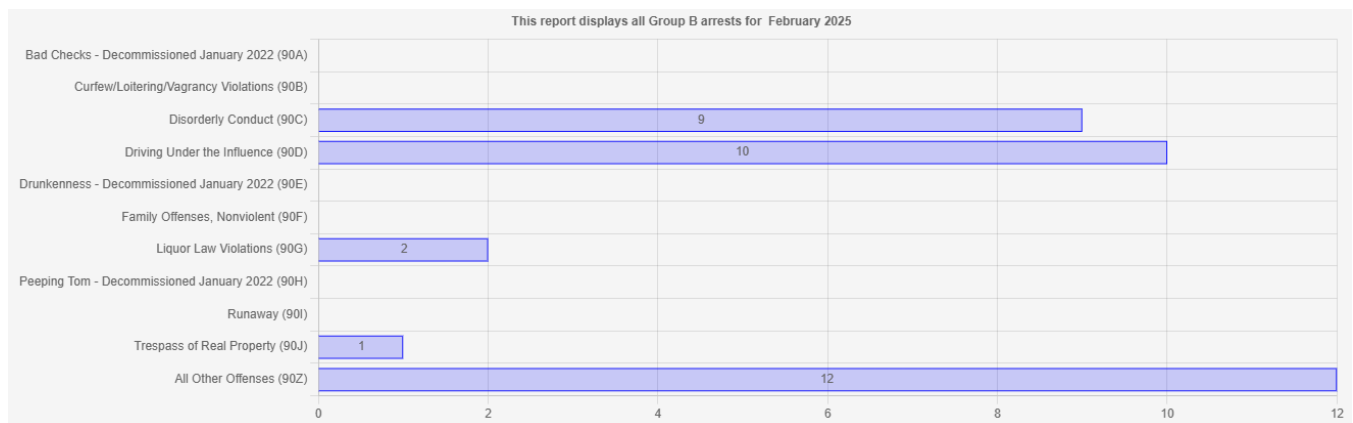


## GROUP B ARREST DATA

## February 2026



## February 2025



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

| Month                                               | 2026 | 2025 |
|-----------------------------------------------------|------|------|
| Citations (Inc. Parking Tickets & Written Warnings) | 121  | 194  |

32 parking tickets were issued in the month of February, with the following dispositions.

|    |                           |
|----|---------------------------|
| 1  | Dismissed                 |
| 14 | Paid in Full              |
| 2  | Partial Payments Received |
| 15 | No Payment Received       |

**Revenue Recapture Receipts:**

|               |            |
|---------------|------------|
| 2025 Total:   | \$5,714.63 |
| 2026 To Date: | \$975.00   |



# COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

February 2026



## BUILDING PERMITS

The Community Development Department issued 42 building permits with a total project valuation of \$659,950 in the month of February. Within the Central Business District (prev. River to Rail), 12 permits were issued. These improvements resulted in \$6,108.36 being waived in permit fees.

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

| Issued Permits for February 2026          |          |                         |
|-------------------------------------------|----------|-------------------------|
| Type Of Permit                            | # Issued | Total Project Valuation |
| Commercial – Building – Remodel           | 2        | \$365,000               |
| Commercial – Building - Roofing           | 1        | \$78,000                |
| Commercial – Building – Solar Panels      | 1        | \$33,900                |
| Commercial – Mechanical – Remodel         | 3        | \$108,300               |
| Commercial – Plumbing - Remodel           | 1        | \$22,000                |
| Engineering – Excavation                  | 2        | N/A                     |
| Residential – Building – Remodel          | 5        | \$34,750                |
| Residential – Building – Roofing          | 5        | N/A                     |
| Residential – Building – Siding           | 2        | N/A                     |
| Residential – Building – Windows/Doors    | 2        | N/A                     |
| Residential – Mechanical – Furnace/Boiler | 6        | N/A                     |
| Residential – Mechanical – Furnace+AC     | 1        | N/A                     |
| Residential – Mechanical – New/Addition   | 1        | N/A                     |
| Residential – Plumbing – Water Heater     | 7        | N/A                     |

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



## BUILDING INSPECTIONS

The Community Development Department conducted 66 building inspections and re-inspections in February.

## CODE ENFORCEMENT

The Community Development Department conducted 90 code enforcement inspections and re-inspections in February resulting in violations across the following categories:

| CODE ENFORCEMENT INSPECTIONS  |   |
|-------------------------------|---|
| Junk/Debris/Blight            | 5 |
| Zoning Code Violation         | 3 |
| Unlicensed/Inoperable Vehicle | 2 |
| Outdoor Storage               | 2 |
| Animal Feces                  | 3 |
| Total = 15                    |   |

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

### Direction on Active Code Enforcement Cases

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

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected. Building Official has issued a report 11/3/25 for City Council action to take place.
- 3) **PID 41191502** – Exterior Structure – Assessed \$7,000 to taxes 2025 for vacant structure.
- 4) **401 Holly St** – Fence – Issuing a \$300 citation each month until corrected.
- 5) **113 Washington St NE** – Multiple persons residing in a commercial business – Issuing \$100 per day until corrected.
- 6) **320 4<sup>th</sup> St N** – Fence w/out Permit and constructed incorrectly impeding on neighbor's home without permission. \$300 citation every 10 days until corrected.

## VACANT BUILDING REGISTRY

### Properties that have completed necessary repairs and improvements

1623 9<sup>th</sup> Ave NE – Remodel Permit Issued – Work in Progress – Removed from list  
1626 Oak Street – Siding completed  
1201 L St NE – New owner – applied for remodeling permit  
1022 13<sup>th</sup> Ave NE – New owner – obtained remodeling permits

### Properties that have registered/applied for permits

1521 Norwood St – Fire Damage – No action 2025. Added new citation 10/7/25.



1889 Graydon Ave – Open Excavation –Added new citation 10/7/2025. Building Official was at the property when the owner showed up. They had a conversation, and owner obtained a foundation permit. Direction was given on the process going forward.

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

912 6<sup>th</sup> Ave NE – Returned in Mail – Posted to Door. Added new citation 10/7/2025.

1119 13<sup>th</sup> St SE – Roof Damage – no response. Added new citation 10/7/2025

319 9<sup>th</sup> St N – Fire Damage – No response. Building Official processed case file and legal action is being taken with the City Attorney. Council adopted Res No. 78:25 declaring hazardous structure.

224 5<sup>th</sup> St N – Fire Damage. No action 2025. Added new citation 10/7/25.

408 2<sup>nd</sup> Ave NE – Vacant Building – No Response. No action 2025. Added new citation 10/7/25.

## **RENTAL LICENSES & INSPECTIONS**

The Community Development Department did not issue any new rental licenses in the month of February.

The Housing Inspector completed 26 rental property inspections and re-inspections in February.

## **CONTRACTOR REGISTRATION**

The Community Development Department issued 15 contractor registrations in February for calendar year 2026.

## **STAFF TRAININGS AND CERTIFICATIONS 2026**

### **James Kramvik (CDD)**

February 5-6 Ehlers MN Public Finance Seminar

### **Darrin Deseth (Building Official)**

January 12-January 16, 2026 International Code Council (ICC) 10K Annual Institute for Building Officials

February 9-13, 2026 ICC Region III Educational Institute

### **Jason Stockinger (Building Inspector)**

January 12-January 16, 2026 International Code Council (ICC) 10K Annual Institute for Building Officials

February 9-13, 2026 ICC Region III Educational Institute

## **PLANNING AND ZONING**

### **March 18<sup>th</sup> Planning Commission Agenda:**

- 1) Conditional Use Permit – 1017 Bluff – Exceed Lot Size
- 2) Conditional Use Permit Amendment – Dermatology Clinic - 1410 & 1424 Thiesse



- Drive – Exceed Off-Street Parking Maximum
- 3) Interim Use Permit – Bridges of Hope Warming Shelter
  - 4) Variance 1513 Pennsylvania Ave – Garage Setback
  - 5) Review Shoreland Ordinance
  - 6) Review Planning Commission Itinerary
  - 7) Appoint Planning Commission Liaison for Comprehensive Plan Update

#### **Ordinance Itinerary Planning Commission:**

- 1) **Section 530 – Shoreland Management Regulations** - The City of Brainerd's existing Shoreland Management Ordinance was last approved by the DNR on 7/25/2003. Current zoning districts do not match/align with the zoning districts identified in the City's Shoreland Management Ordinance. The Planning Commission directed staff to negotiate with the DNR to reduce lot sizes for non-riparian sewered lots to align with our Zoning Code. A representative from the DNR will present code requirements in exchange for reduced lot sizes at the March 18<sup>th</sup> meeting. **(In Progress – 75% Complete – Negotiating Lot Size, Width, and Impervious Surface with DNR)**
- 2) **Comprehensive Plan Update** - The City should consider reviewing the comprehensive plan every five years to ensure all of the goals and objectives listed in the plan are still relevant for the City of Brainerd. The Brainerd City Council elected to accept Bolton & Menk's proposal at the March 2<sup>nd</sup> meeting. Staff met with Bolton and Menk on March 12<sup>th</sup> to begin the Comprehensive Plan update process. **(The Planning Commission will review proposals at the February 18<sup>th</sup> meeting)**



#### **ECONOMIC DEVELOPMENT**

##### **Sign Grant and Façade Grant**

The EDA directed staff to request the City update its sign ordinance to enhance aesthetics and prohibit banner signs prior to consideration of a matching sign grant. The City has updated its sign regulations and staff presented a sign grant and façade grant at the December 4<sup>th</sup> EDA meeting. The EDA approved \$25,000 for façade improvements along Washington Street and \$15,000 to improve signage throughout the City. The EDA approved a contract with BLAEDC to administer the grant program at the March 5<sup>th</sup> meeting.

##### **Washington Street Mitigation Plan**

A business meeting was held at the Chamber which allowed businesses an opportunity to review the plan and provide input. Mr. Kilian also noted that he has been working on additional funding sources and should be able to match what the Brainerd EDA is budgeting. The Brainerd EDA

approved \$20,000 in the budget to go towards the mitigation plan and approved a shared services agreement with the Chamber at the March 5<sup>th</sup> meeting.

### **Dermatology Clinic Development**

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 1410 & 1424 Thiesse Drive 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 EDA approved a purchase and development agreement with the developer at the March 5<sup>th</sup> meeting. The developer would like to begin construction on the dermatology clinic this spring.

### **CMHP Wright Street Residential Development**

Central Minnesota Housing Partnership (CMHP) proposed a multifamily residential apartment development in the Industrial Zoning District on Wright Street at the March 5<sup>th</sup> EDA meeting. The proposed project is approximately 50 units containing one, two, three, and four-bedroom units on 5.5 acres. CMHP would like to work with the EDA and HRA on developing the property and utilize the \$1.00 per acre incentive program. The EDA directed staff to begin working with CMHP and the HRA on a Purchase and Development Agreement for the property.

## **PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE**

**Address:** 9040 Country Manor Way

**IN PROGRESS**

**PZE Process:** PUD Amendment

**Date Issued:** 02/03/2025

**Project Description:** Amending the original planned unit development plans

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

**Address:** 324 5<sup>th</sup> St S

**IN PROGRESS**

**PZE Process:** Conditional Use Permit & Variance

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

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

**Project Progress:** Applicant is working with the building official on the permit requirements. No permits have been applied for yet. Applicant requested and received a 90-day extension. DUE 6/01/2026.

**Address:** 1511 Northern Pacific Rd

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

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

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

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

**Address:** 1919 S 6<sup>th</sup> St **COMPLETED**  
**PZE Process:** Conditional Use Permit **Date Issued:** 04/21/2025  
**Project Description:** For the Expansion of Adult Day Care Services  
**Project Progress:** Approved – building permit issued for the remodel.

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

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

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

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

**Address:** 605 3<sup>rd</sup> St NW **IN PROGRESS**  
**PZE Process:** Conditional Use Permit **Date Issued:** 08/04/2025  
**Project Description:** To allow for the construction of a fellowship hall  
**Project Progress:** Approved – applicant will apply for the building permit.

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

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

**Address: 722 Mississippi Dr**

**COMPLETED**

**PZE Process:** Variance

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

**Project Description:** To allow for the placement of a garden shed in the front yard

**Project Progress:** Approved – applicant has received the necessary permit.

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

**IN PROGRESS**

**PZE Process:** Variance

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

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

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

**Address: Parcel #4124152**

**IN PROGRESS**

**PZE Process:** Variance and IUP

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

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

**Project Progress:** Approved and in progress

**Address: 3424 Oak St**

**IN PROGRESS**

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

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

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

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

**Address: 1005 S 6<sup>th</sup> St**

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

**Date Issued:** 12/01/2025

**Project Description:** To continue Operating a Short-Term Rental

**Project Progress:** Approved and completed.

**Address: 712 6<sup>th</sup> St N**

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

**Date Issued:** 12/01/2025

**Project Description:** To continue Operating a Short-Term Rental

**Project Progress:** Approved and completed.

**Address: 9995 Island Dr**

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

**Date Issued:** 12/01/2025

**Project Description:** To continue Operating a Short-Term Rental

**Project Progress:** Approved and completed.

**Address: PID 41290683**

**IN PROGRESS**

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

**Date Issued:** 12/15/2025

**Project Description:** To rezone from CN-2 to GC to allow for the construction and operation of an animal clinic

**Project Progress:** Approved – the applicant is working towards the building permits.

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

**Address:** PID 41020691 AND 41020682 Voyageur Heights **IN PROGRESS**  
**PZE Process:** Preliminary Plat Amendment, Developmental Stage **Date Issued:** 01/06/2026  
PUD Amendment  
**Project Description:** To amend the plat due to the EAW review and DWSMA  
**Project Progress:** Approved and project in progress.

**Address:** PID 41020691 AND 41020682 Voyageur Heights **IN PROGRESS**  
**PZE Process:** Rezoning, Final Plat, and PUD Final Plat **Date Issued:** 02/03/2026  
**Project Description:** Rezone and approve final plat and PUD for 176-unit apartment complex  
**Project Progress:** Approved and project in progress.

**Address:** 1410 & 1424 Thiesse Dr **IN PROGRESS**  
**PZE Process:** Conditional Use Permit Amendment **Date Issued:** 03/02/2026  
**Project Description:** To exceed the number of off-street parking allowed in GI Zoning District  
**Project Progress:** Approved

**Address:** 2602 11<sup>th</sup> St SE **IN PROGRESS**  
**PZE Process:** Variance **Date Issued:** 03/02/2026  
**Project Description:** Variance from setbacks from existing structures to allow for a lot split to construct mini storage  
**Project Progress:** Approved

| Subject             | Start Date | Due Date  | Companies      | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Status      | % Complete |
|---------------------|------------|-----------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| Shoreland Ordinance |            | 3/31/2026 | Community Dev  | 9/17 - Planning Commission to review preliminary language<br>10/15 - Planning Commission reviewed language and directed staff to work with the DNR on four outstanding items.<br>Staff is currently negotiating with the DNR for smaller lot sizes, widths, and increased impervious surface amounts in the Shoreland District.<br>Staff is currently analyzing lot sizes, lot widths, and impervious surface amounts for existing parcels in the Shoreland District.<br>1/21 - Planning Commission will perform final review of shoreland ordinance and negotiated items.<br>2/18/26 - Staff meeting with DNR to perform final review of shoreland ordinance<br>2/20/26 - Staff submitted ordinance to MN DNR for final review<br>3/18/26 - DNR to present negotiated items to the Commission - Commission to make final recommendation on negotiated items<br>4/15/26 - Planning Commission to hold public hearing on shoreland ordinance | In Progress | 75%        |
| Kuepers Development | 9/17/2025  | 5/30/2026 | Community Dev  | 12/1 - City Council reviewed EAW and held public meeting<br>12/15 - City Council to review EAW findings and will make declaration<br>12/17 - Planning Commission recommended approval of the preliminary plat and PUD<br>2/2/26 - City Council rezoned the parcels, approved final plat, and PUD.<br>2/17/26 - City Council approved Stormwater Management Maintenance Agreement<br>2/20/26 - Developer purchased property<br>Developer submitted building permit. Staff is currently reviewing final construction documents                                                                                                                                                                                                                                                                                                                                                                                                                | In Progress | 75%        |
| Charter Discussions |            |           | Administration | Staff has been meeting weekly since 11/10 regarding the City of Brainerd Charter<br>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.<br>Next meeting: February 19th at 5:00 pm<br>Council motioned to hold a Joint meeting with the Charter Commission - staff scheduled the meeting in coordination with the chairs for 3/26 at 5:30 p.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | In Progress | 15%        |
| .Gov Transition     |            | 6/1/2026  | Technology     | 2024 State Statute 471.3422 - Website Domain Requirement by June 1, 2026<br>Planning for the transition is in progress.<br>The website needs to have the .gov domain by 1 June.<br>Staff will continue working after 1 June to update forms, documents, email addresses, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | In Progress | 0%         |



|                                                   |           |           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |     |
|---------------------------------------------------|-----------|-----------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|
| Annex Improvements                                | 12/8/2025 | 6/30/2026 | 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% |
| Stormwater Retention Pond- 1001 Anabec St- Bollig |           |           | Public Works  | <p>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.</p> <p>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.</p> <p>1/16/26: Mike sent Mr. Bollig the answer:</p> <p>a. SW 6th street</p> <p>-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</p> <p>b. Cora Street</p> <p>-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</p> <p>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.</p>                                             | In Progress | 25% |
| BlockMetrix- Site Control                         |           |           | Community Dev | <p>Purchase and Development Agreement- needs to be executed by BM</p> <p>Power Agreement- needs to be executed by BM</p> <p>Building Permits- have been applied for</p> <p>7/2 - Power Agreement has been forwarded to Blockmetrix for review</p> <p>7/30 - Staff set up a virtual meeting with Blockmetrix - Blockmetrix did not attend - stated that an issue came up</p> <p>8/15 - Staff virtually met with Blockmetrix - Staff have not received a response</p> <p>9/11 - Staff will virtually meet with Blockmetrix</p> <p>Staff is waiting on a response from Blockmetrix.</p> <p>10/28 - BPU Commission considered redlined changes from Blockmetrix at the October meeting and recommended no changes.</p> <p>Blockmetrix stated without the redlined changes the project was not viable.</p> <p>2/12/2026 - Staff met with the developer regarding development of the site.</p> <p>3/10/2026 - Staff met with the developer regarding potential development of the site.</p> <p>3/31/2026 - Public Utilities Commission to consider process for large power users.</p> | In Progress | 50% |



|                                       |            |                |                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |     |
|---------------------------------------|------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|
| Improvement 23-12<br>Beech            | 11/1/2026  | Public Works   | Construction- 1st lift was completed for winter                                                                                                                                                                                                                                                                                           | In Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50%         |     |
| Improvement 17-12<br>Wright           | 11/1/2026  | Public Works   | Construction- 1st lift was completed for the winter.                                                                                                                                                                                                                                                                                      | In Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50%         |     |
| Improvement 23-14<br>Hawkins          | 11/1/2026  | Public Works   | Construction is complete on the Hawkins portion.<br>The remainder of the construction on Ronald & Joseph will take place in 2026.                                                                                                                                                                                                         | In Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50%         |     |
| Airport Resolution                    |            | Administration | 12/8/2025 Council discussed the Airport at its special meeting<br>2/23/2026 Airport Manager starts in position                                                                                                                                                                                                                            | In Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25%         |     |
| Codification                          |            | Administration | 1/20 Council approved the proposal from American Legal Publishing for<br>codifications services up to \$30,000<br><br>3/2 Staff has submitted necessary documents for codification to begin. The City's<br>code will go into the queue and we will submit necessary ordinances that are<br>passed in the meantime.                        | In Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25%         |     |
| 805 Laurel                            |            | HRA            | Developer is working on financing                                                                                                                                                                                                                                                                                                         | Waiting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10%         |     |
| Riverside Drive<br>Orderly Annexation |            | Community Dev  | 2/17 - Public Hearing and CC consideration of Resolution to adopt Orderly<br>Annexation Agreement with CWC. City Council directed staff to provide additional<br>information based on questions from the public.<br>3/2 - City Council approved joint resolution.<br>3/24 - County Board to consider joint resolution at regular meeting. | In Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 75%         |     |
| Comprehensive Plan<br>Update          | 12/17/2025 | 12/31/2026     | Community Dev                                                                                                                                                                                                                                                                                                                             | 12/17 - Planning Commission recommended approval of the RFP for consulting<br>services<br>1/5 - City Council authorized staff to send an RFP for consulting services.<br>1/7 - Staff sent RFP notice to the paper<br>2/6 - Staff received three proposal to update the comp plan<br>2/18 - Planning Commission will review the proposals and make a recommendation to<br>City Council<br>3/2 - City Council approved Bolton & Menk as the comprehensive plan consultant<br>3/12 - Staff meeting with Bolton & Menk to review timeline and objectives | In Progress | 25% |

|                               |          |            |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |
|-------------------------------|----------|------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Fire Station #1<br>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.<br>12/15/2025 Continuing to work with Widseth on design.<br>1/5/2026 From BPU, no current programs or rebates for solar for this project.<br>1/6/2026 Meetings with Widseth, Door hardware/ access and initial demo planning. IT included in door and access meeting.<br>1/26/2026 Interviewed two firms to select a General Contractor for the fire station renovation.<br>2/2/2026 City Council approved Design/Construction Services with Widseth and Nor-son Constructions as GC.<br>2/11/2026 Kickoff meeting with Widseth and Nor-son Construction<br>2/23/2026 Continue with weekly meetings finalizing design as we work towards final construction documents. | In Progress 10% |
| 2027 Budget                   | 1/1/2026 | 12/31/2026 | Finance    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | In Progress 0%  |
| Network Integration           | 1/1/2026 | 12/31/2026 | Technology |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | In Progress 0%  |

|                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |     |
|-------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|
| WWTF Facility Plan and Phase 1 Biosolids Improvements | Public Utilities | <p>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.</p> | In Progress | 25% |
| Pedestrian Bridge                                     | Public Works     | Staff is pursuing funding opportunities including State Bonding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Waiting     | 25% |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |     |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|
| Water Reclamation and Backwash Project | <p>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.</p> <p>Earlier project bids were rejected at the November Utilities Commission and December City Council meetings due to cost concerns. Based on recommendations from Bolton &amp; 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).</p> <p>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.</p> <p>In November, the Commission also approved Bolton &amp; Menk's professional services agreement for design, CMAR coordination, and construction engineering and administration in a not-to-exceed amount of \$450,700.</p> <p>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.</p> <p>The team continues refining plans, reviewing costs, and coordinating project elements to advance the project toward final pricing and construction readiness.</p> | Waiting | 25% |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|

|                               |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |     |
|-------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|
| Hydrodam                      | Public Utilities | <p>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.</p> <p>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.</p> <p>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.</p> | Waiting     | 25% |
| Sale of Industrial Properties | Community Dev    | <p>6/5 - River Birch Investments submitted a letter of intent to purchase three industrial park lots at \$1 per acre</p> <p>EDA was in favor of the project and directed staff to begin negotiations on a purchase and development agreement</p> <p>6/16 - City Council directed staff to begin negotiations on a purchase and development agreement and were generally in favor of the project</p> <p>7/21 - City Council passed ordinance to allow clinics in the industrial district</p> <p>9/4 - EDA reviewed language and provided direction for a purchase and development agreement with River Birch Investments</p> <p>2/17/26 - City Council to approved resolution conveying subject property to EDA</p> <p>3/2/26 - City Council to consider resolution approving business subsidy</p> <p>3/5/26 - EDA approved PDA and Conveyance of the property</p> <p>Developer is working on finalizing construction plans</p> <p>6/1 - Conveyance of property closing date per PDA</p>                                                                                                                                                                              | In Progress | 75% |

|                           |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |
|---------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Transit Business Model    | Public Works | <p>11/20/25: Public Works is waiting for more information from various department to finish the Business Model.</p> <p>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.</p> <p>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.</p> <p>12/22/25: HR will post opening of part-time person. This person started 1/2/26.</p>                                                                                                                                                                                                                    | In Progress 25% |
| Transit- Baxter Fares     | Public Works | <p>11/25/25: Mike emailed Brad ridership numbers and PP presentation.</p> <p>12/1/25: Nick emailed Brad if Baxter is willing to adjust their rates to match Brainerd's rates?</p> <p>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."</p> <p>12/1/25: Brad asked for the financial numbers from 2024 &amp; 2025.</p> <p>12/3/25: Mike emailed Brad, numbers will be sent by 12/5</p> <p>12/5/25: Mike emailed Brad financial numbers for 2024 and YTD 2025.</p> <p>12/19/25: Brainerd is waiting a response from Baxter to present to Baxter Council Transit Rates.</p> | In Progress 75% |
| Massage Therapy ordinance | Police       | <p>November 2025 - Lt. Kulzer reviewed massage therapy ordinances from St. Cloud, Willmer, Edina, Moorhead, Detroit lakes, and Rochester.</p> <p>12/1/25 - Council direction to proceed with ordinance creation.</p> <p>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.</p> <p>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.</p> <p>12/29/25 - Lt. Kulzer met with local owner/operator and discussed what elements should be included in an ordinance.</p>                                                               | In Progress 40% |

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Galvanized Water<br>Service Line<br>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 | <p>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 (CWRP) 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.</p> <p>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.</p> <p>Placement of the project on the CWRP 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.</p> | In Progress | 25%  |
| Complete 2026                     |           |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |      |
| Misdemeanor Prosecution Agreement | 1/31/2026 | Administration   | <p>Agreement with Severson Porter (12/1)</p> <p>Staff has sent the agreement to the cities of Nisswa &amp; Baxter to get approval from their Councils.</p> <p>Executed fully on 1/5.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Complete    | 100% |
| Gustafson Park Development        |           | PW/CDD           | <p>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)</p> <p>12/17 - Staff received estimate to replat Gustafson Park</p> <p>1/20/2026 Council voted to bring forth a resolution to dedicate Gustafson Park as a park and discontinue talks about development.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Complete    | 100% |
| SAHA Funds                        |           | Community Dev    | <p>1/20 - City Council authorized staff to advertise proposal for available SAHA funds</p> <p>2/20 - Final submittal deadline to apply for SAHA funds</p> <p>3/2 - City Council will determine distribution of SAHA funds</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Complete    | 100% |



Date  
Completed





















1/15/2026

2/6/2026

3/5/2026

## MEMORANDUM

TO: Mayor Badeaux and City Councilmembers  
FROM: Nick Broyles, City Administrator  
DATE: 16 March 2026  
SUBJ: City Administrator Report

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In addition to routine administrative matters and in preparation of topics and business action items on the Council's work sessions and meeting agendas, the following is a summary of tasks and activities the City Administrator's office has been working on since the last report of 17 February 2026.

### **Community Engagement**

18 Feb: Public utility management team; codification meeting; funding conversations for the WWTF; annexation resolution; planning commission meeting  
19 Feb: Transit staff meeting; Bridges on 7<sup>th</sup> meeting; meeting w/Blockchain AI; joint charter/public utility commission meeting  
20 Feb: MCMA board meeting in Alexandria  
23 Feb: Charter discussion amongst staff  
23 Feb: HR/charter discussion with city attorney  
24 Feb: PUC meeting; park board meeting  
25 Feb: Meeting w/the mayor and council president; HRA board meeting  
26 Feb: Fire advisory board meeting  
27 Feb: Agenda review w/council president  
2 Mar: Department head calibration session for annual reviews; Blockchain meeting; city council  
3 Mar: Skatepark discussion  
4 Mar: Visit/discussions w/streets and parks personnel; meeting about skatepark grants; meeting re: Kuepers development  
5 Mar: EDA meeting; airport commission meeting; audit conversation re: BPU; kickoff meeting for Oak Street PMT  
6 Mar: Participated in CLC career exploration day; discussed Kuepers upsizing estimate  
10 Mar: Blockchain meeting  
11 Mar: Visit/discussions w/fire personnel; Brainerd.gov meeting w/technology and staff  
12 Mar: Met w/councilmember regarding a variety of issues  
12 Mar: Coordinated letters of support for WWTP ask to Congressman Stauber; region 5 focus group for city and county administrators; discussed draft MOA for public utility positions  
13 Mar: Met w/councilmember; agenda review w/council president  
16 Mar: Transit update from staff; Kuepers preconstruction meeting; city council

### **Charter Update**

The next charter commission meeting is 26 Mar at 530p, and it will be a joint meeting with city council and the charter commission. This is council's first opportunity to comment on the draft coming out of the charter commission.

### **Finance**

- **Audit:** Staff is beginning to prepare for the audit. Auditors are scheduled to be on sight at city hall the weeks of 27 Apr and 11 May.
- **Election:** 2026 is an election year with the primary on 11 Aug and the general election on 10 Nov. Staff has reached out to secure the polling locations and have begun the recruiting process for election judges.

## **Human Resources**

- **Annual Performance Reviews:** We are nearing the conclusion of our annual performance evaluation cycle. Supervisors and department heads will be meeting with all employees over the next few weeks, with the process scheduled to be completed by 3 Apr.
- **Staffing Update:** All seasonal positions have now been posted. We encourage everyone to apply if interested and to help spread the word to potential candidates.

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

### **Engineering**

- Hwy 210/Washington Street project: RL Larson was low bidder, MnDOT working on contract award. Public meetings to discuss access/detours expected in March prior to anticipated start of construction around mid-to-late April.
- SE Brainerd Reconstruction: Continued coordination with Centerpoint (replacement/relocation of 16" gas main) and plan development. Anticipated completion in late March.

### **Streets**

- Clearing brush and trees over sanitary interceptor line near Evergreen.
- Monitoring stormwater catch basins for drainage concerns during melting.
- Patching crews to start work in areas where needed.

### **Recreation**

- Registration for adult softball & pickleball open.
- Hiring of umpires, an intern, field maintenance workers, and concession workers.
- Easter egg hunt and dog ball hunt scheduled for 4 Apr.
- Early bird tournament registration is open, and date for tournament is 25 Apr.

### **Parks**

- Priority of downtown snow removal.
- Rinks are now closed due to weather.
- Clearing trees at Jaycee Park.
- Survey for Memorial Park Playground for residents to complete for new playground coming summer 2026.
- Donation of AED accepted for Bane Park, installation TBD.
- New signs for Hitch-Wayne Park, TBD.

## **Fire**

February 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. 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 station renovation project continues to be a primary focus. We are working with Nor-son Construction and Widseth to finalize the project costs, which will be presented to the city council in April.

## **Technology**

Set-up on city-wide computer replacements has begun with rollout beginning at the end of February and extending into March. As part of the city security software posture change, the new endpoint protection has been pushed out to all devices and is being monitored. The SIEM (security information and event management) change is still in progress. The entire city network infrastructure (firewalls, switches, etc.) is also being replaced. Set-up and configuration are underway now with staging and deployment likely in early March. Research continues to be done on the best option to move away from VMware (server

virtualization) as their licensing costs have skyrocketed recently after being acquired by Broadcom. Planning stage underway for additional network integration of the public utility network and additional GIS collaboration later this year. Technology/IT support for Baxter should be wrapping up after their new hire begins on 16 Mar.

### **Suspense Tracker**



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Lawful Gambling - Bridges of Hope

**AGENDA:**

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:**

**DEPARTMENT:** Administration

**PRESENTER:**

**ESTIMATED TIME (MIN):**

**SUMMARY OF ISSUE**

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

**RECOMMENDED ACTION/MOTION**

Motion to Approve MN Lawful Gambling permit Submitted by Bridges of Hope for an Event to be held on May 1st, 2026 at 2011 S 6th Street

**FINANCIAL IMPACT**



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Resolution - Lawful Gambling Premise - Brainerd Amateur Hockey Assoc

**AGENDA:** Consent

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** Administration

**DEPARTMENT:** Administration

**PRESENTER:**

**ESTIMATED TIME (MIN):**

**SUMMARY OF ISSUE**

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

**RECOMMENDED ACTION/MOTION**

Motion to Adopt Resolution for MN Lawful Gambling Premise Permit submitted by Brainerd Amateur Hockey Association to conduct Gambling Activities at Slice On Oak, 624 Oak St, Brainerd.

**FINANCIAL IMPACT**

**R E S O L U T I O N**  
**02:25**

**RESOLUTION APPROVING MINNESOTA LAWFUL  
GAMBLING PREMISE PERMIT**

WHEREAS, the Brainerd American Legion Post #255 has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at Elks Lodge 615, 215 S 9<sup>th</sup> St., Brainerd.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by the Brainerd American Legion Post #255 is hereby approved.

Adopted this 6th day of January 2025

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

Approved this 7th day of January 2025

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

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





# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Performance Evaluation Summary - City Administrator Broyles 2025 Evaluation

**AGENDA:** Consent

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Gabe Johnson, Councilmember

**DEPARTMENT:** HR

**PRESENTER:** Gabe Johnson, Councilmember

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

**SUMMARY OF ISSUE**

The mayor and council met in closed session on March 2, 2026, to conduct City Administrator Broyles 2025 performance evaluation. As required by State Law, a summary of his review is attached.

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

**RECOMMENDED ACTION/MOTION**

Motion to approve Administrator Broyles 2025 performance evaluation summary.

**FINANCIAL IMPACT**

Based on our pay philosophy, City Administrator Broyles will remain at Step 6 of the City Administrator Wage Grid.

**CITY ADMINISTRATOR BROYLES 2025 PERFORMANCE REVIEW SUMMARY**  
**March 2, 2026**

The Brainerd City Council completed City Administrator Nicholas Broyles's 2025 performance review on March 2, 2026. Mr. Broyles review was conducted for the following areas:

|                                          | Weighting   | Section Eval |
|------------------------------------------|-------------|--------------|
| <b>Productivity</b>                      | <b>20%</b>  | <b>2.62</b>  |
| <b>Job Knowledge</b>                     | <b>20%</b>  | <b>2.62</b>  |
| <b>Character Attributes</b>              | <b>20%</b>  | <b>2.57</b>  |
| <b>Communication &amp; Relationships</b> | <b>15%</b>  | <b>2.54</b>  |
| <b>Safety</b>                            | <b>5%</b>   | <b>2.64</b>  |
| <b>Supervision</b>                       | <b>20%</b>  | <b>2.38</b>  |
| <b>OVERALL EVALUATION</b>                | <b>100%</b> | <b>2.55</b>  |

The City Council reviewed all comments and scoring for each section as well as briefly touched on goals for the upcoming year.

Council members generally had positive comments regarding City Administrator Broyles's 2025 performance and feel that Mr. Broyles is settling into his role well.

City Administrator Broyles thanked the Mayor and Council for their feedback.

City Administrator Broyles's overall performance review rating was 2.55 (achieves expectations).

Dated: 3/16/25



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Discuss Sidewalk on Front Street

**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):** 5 Minutes

## **SUMMARY OF ISSUE**

In late 2025, Mayor Badeaux asked staff about the ability to extend sidewalk on Front Street between South 9th and 10th Streets. Currently, there is existing sidewalk on about half of the block within the water tower property limits and does not connect to either corner at 9th or 10th Street. The existing sidewalk is in poor shape as the joints have considerable vegetative growth and thus are separated. It is likely that the existing sidewalk would not meet current ADA standards. If sidewalk were to be extended to the corners, it would be recommended that this segment be replaced at the same time.

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

Staff has prepared an estimate to perform the sidewalk installation on this block. The cost to perform the work would be approximately \$25,000. Here are some options for Council to consider:

- Staff can execute a project to have this completed in 2026, but would request direction on what funding would be utilized.
- Sidewalk project can be scheduled in the CIP for 2027 or later.
- No replacement or extension until the time that Front Street is reconstructed, in which a sidewalk could be included with the scope of the project.

## **RECOMMENDED ACTION/MOTION**

Requesting direction from the Council on how to proceed with the potential sidewalk extension on Front Street between S. 9th and 10th Streets.

## **FINANCIAL IMPACT**

Approx. \$25,000



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Downtown Landscaping Proposals - 2026 Planting Season

**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 requested proposals for plantings within the hanging baskets and landscape urns in the Downtown Special Services District. Based on the proposals received, staff is recommending award of the downtown landscaping for the 2026 season to Copper Creek.

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

A breakdown of the proposals received are as follows:

|                         | <b>Copper<br/>Creek</b> | <b>Landsburg Landscape<br/>Nursery</b> |
|-------------------------|-------------------------|----------------------------------------|
| Hanging Baskets<br>(15) | \$2,970.00              | \$6,893.87                             |
| Landscape Urns<br>(18)  | \$4,192.00              | \$4,352.84                             |
| Total                   | \$7,162.00              | \$11,246.71                            |

**RECOMMENDED ACTION/MOTION**

Motion to award the 2026 downtown landscaping to Copper Creek in the total of \$7,162.00

**FINANCIAL IMPACT**

\$7,162.00



**CITY OF BRAINERD**  
**501 LAUREL STREET**  
**BRAINERD, MINNESOTA 56401**

**2025-City of Brainerd-501 Laurel Street**  
501 Laurel Street Brainerd, Minnesota 56401

**Est ID:** EST5973155  
**Date:** Feb-09-2026

**Email:** jdehn@ci.brainerd.mn.us  
**Phone:** 218-828-2307

**This estimate is valid for 15 days from the date of issue.**

|                             |                   |
|-----------------------------|-------------------|
| <b>Hanging Baskets (15)</b> | <b>\$2,970.00</b> |
|-----------------------------|-------------------|

- 15 hanging baskets.
- Includes plants, soil, labor and installation
- 18" wire baskets with fiber liners
- Sun loving, drought tolerant assortment of plants are to be used.
- Plant varieties for baskets are as listed
  - New Look Red Celosia
  - Sweet Potato Vine
  - Black Cherry Supertunia
  - White Petunia Wave
  - White Scaevola
  - Hot Blooded Lantana.

|                            |                   |
|----------------------------|-------------------|
| <b>Landscape Urns (18)</b> | <b>\$4,192.00</b> |
|----------------------------|-------------------|

- Planting of 18 landscape urns.
- Includes plants, soil, labor and installation.
- Includes additional planting soil for each urn.
  - 2 - 2 cubic foot bags per urn are included.
    - Soil is a potting soil mix that contains a slow-release fertilizer.
    - If more soil is needed that will be invoiced separately.
- Plant material will be sun loving and drought tolerant.
- Plants listed are per Urn
  - New look Red Celosia 6 pack x 4
  - Bronze Leaf Befonia - Vodka or Tequila 6 pack x 6
  - Sweet potato vine - light green - 4" pot x 4
  - Canna Bronze Scarlet - quart container - x 3
  - White Scevola 4" pot x 8

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**Estimate Total**

**\$7,162.00**

## 2026 Installation Contract

### ARTICLE 1. SCOPE OF WORK

Copper Creek shall furnish the materials and perform all of the work described, or outlined in the specifications entitled Scope of Work, attached hereto, as pertaining to work to be performed on the property located at:

### ARTICLE 2. THE CONTRACT PRICE

Owner shall pay for material and labor performed under the Contract Price of: subject to additions/deductions pursuant to Owner-authorized changes. All changes to contract price must be agreed to through change-order, in writing, by both parties.

### ARTICLE 3. PROGRESS PAYMENTS

Payments of the Contract price shall be paid as follows:

- 50% down and signed contract to begin job and order materials
- Copper Creek will bill every two weeks for the remainder of the 50% as each line item is complete
- If the landscaping season is ended due to weather prior to job being completed the balance due will be based on the percentage of the job complete
- Payments for change orders will be due in full following acceptance by both parties.
- There will be a \$50.00 charge for all returned checks
- A monthly service fee of 1.5% will be added to accounts more than 30 days past due.

### ARTICLE 4. GUARANTEES AND WARRANTIES

The terms of any Guarantee, or Warranty offered with the installation and/or service of this contract are as follows:

1. Unless otherwise stated, all materials supplied are under replacement warranty and repair for 1 year from the date of Purchase. Any use of non-OEM products, chemicals, or components without the expressed written approval by Copper Creek shall void all warranties written, or implied.
2. Copper Creek Landscaping warranties trees and shrubs for (1) year from date of install. Perennials, annuals, veggies/herbs and specialty plants are not warrantied. A replacement tree/shrub of equal value that is in stock in our yard will be issued however, installation costs for replacement planting will apply.
3. Natural stone materials, wallstone, or steps are set in place at the discretion of the installer and are set based on structural integrity and artistic look; if a different setting is desired, this can be done for an additional cost. Natural stone is created by nature therefore there is no warranty on any natural stone product for color variations, chipping, cracking or any other natural issue with real stone.
4. Copper Creek is not responsible for damage by any following act, or unforeseen event, which negatively impacts the goods and services, provided by this contract. Copper Creek is not responsible for any repair damage done by a company other than Copper Creek. Copper Creek will not be held liable and warranties shall be void for any act, resulting in the damage if the goods and services offered for any of the following or as otherwise mentioned herein.
5. Associations: Project communication and decisions will be delivered solely through the project representative. Copper Creek will take no actions except for those agreed upon by the project representative and Copper Creek.
6. **Payment is due upon completion.** The Irrigation system will have an adjustment period, which may take several weeks following the install. During this time, the Owner may find/request certain change, or tweaks to the system to be made by Copper Creek. The finished landscape may have a "grow in period" such as sod seams and vegetation growth, which may take several months following the install. NOTE: Occasionally, there may be certain unknown variables, which must be addressed periodically following the completion of the project.

## **ARTICLE 5. GENERAL PROVISIONS**

1. All work shall be completed in accordance with generally accepted practices and principals and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Copper Creek will, at its discretion, engage subcontractors to perform work hereunder, provided Copper Creek shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Copper Creek shall furnish Owner appropriate releases of waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed by both Owner and Copper Creek.
6. Contractor agrees to remove all debris on site related to Scope of Work.
7. In the event Owner shall fail to pay and periodic or installment payment due hereunder, Copper Creek may cease work without breach pending payment or resolution of any dispute.
8. Copper Creek shall not be liable for any delay due to circumstances beyond its control including inclement weather, casualty, general unavailability of materials, or any circumstances as defined under; Article 4, Paragraph 3 herein.
9. Any extra materials are property of Copper Creek unless otherwise specified in scope of work.
10. All proper permits and licensure are the responsibility of the homeowner unless otherwise noted in the scope of work.
11. When selecting a tumbled paver please understand that they are designed to have an aged and weathered look. Some of the paver's edges will have larger pieces missing than others. All tumbled pavers meet manufacturers guidelines for quality. Pavers are purchased by the pallet and all pavers will be used.
12. Water levels in water features installed by Copper Creek will naturally decrease due to splashing, leakage, evaporation, and plant and animal usage.

## **ARTICLE 6. LIMITATION OF LIABILITY AND INDEMNITY**

The work, except those products manufactured and guaranteed by the manufacturer or supplier, shall be guaranteed pursuant to Minnesota Statute 327A.01. **CONTRACTOR HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY CONTRACTOR.**

## **ARTICLE 7. DISPUTE RESOLUTION AND GOVERNING LAW**

Any controversy or claim arising out of or relating to this agreement or the performance or breach thereof shall be governed by and construed in accordance with the laws of the State of Minnesota. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be waived, modified or amended except in a writing signed by both parties.

## **MECHANIC'S LIEN NOTICE TO OWNER**

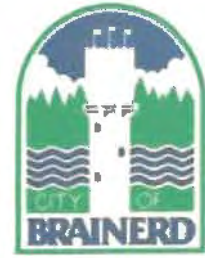
**a. Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**

**b. Under Minnesota Law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amount due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by the persons who supplied any labor or material for the improvement and who gave you timely notice.**

## City of Brainerd

### 2026 Downtown Landscaping

### Form of Proposal



Vendor Name: Landsburg Landscape Nursery

| Description          | Unit | Unit Price | Total       |
|----------------------|------|------------|-------------|
| HANGING BASKETS (15) | EACH | \$459.60   | \$6,893.87  |
| LANDSCAPE URNS (18)  | EACH | \$241.83   | \$4,352.84  |
| TOTAL PROPOSAL       |      |            | \$11,246.71 |

This proposal dated this 23<sup>rd</sup> day of February, 2026

Signed: Tracey Gillman

Title: Production Manager



## Proposal



TO: City of Brainerd  
C/O Jessie Dehn  
501 Laurel Street  
Brainerd, MN 56401

FROM: Tracey Vlainick, Landsburg Landscape Nursery  
16460 State Hwy. 371, Brainerd, MN 56401  
218-829-5519  
[tracey@landsburnusery.com](mailto:tracey@landsburnusery.com)

DATE: 02/19/2026

SUBJECT: **Plant and Labor Proposal For: City of Brainerd Hanging Baskets**

### **Planting, material and in facility care for:**

|                                                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>(15) 18" Hanging Fiber Baskets with Wire Hoop Hangers</b>                                                         | <b>\$ 5999.85</b> |
| <i>Depending on plant material and availability</i>                                                                  |                   |
| Basket growing medium                                                                                                |                   |
| Annual plants                                                                                                        |                   |
| Soil Moist (soil moisture retention product)                                                                         |                   |
| Slow Fertilizer                                                                                                      |                   |
| Labor for care of the plants until they leave LLN facility on/about May 18 <sup>th</sup> , 2026<br>weather depending |                   |

|                                           |                 |
|-------------------------------------------|-----------------|
| <b>Installation of 15 Hanging Baskets</b> | <b>\$894.05</b> |
|-------------------------------------------|-----------------|

Estimated installation labor including loading, delivery and machinery.

## Proposal



**We Propose** hereby to furnish material in accordance with the above specifications for the sum of:    **\$ 6,893.87**       not including tax

**Final project shall be invoiced on a time and material basis**

**30% down payment with the balance due upon completion.**  
**(Cash or Check – credit cards not accepted on contracted services)**

### Terms and Conditions

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be excluded only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracey Vlainck

### Acceptance of Proposal

The above prices, specifications and conditions of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Proposal



TO: City of Brainerd  
C/O Jessie Dehn  
501 Laurel Street  
Brainerd, MN 56401

FROM: Tracey Vlaminek, Landsburg Landscape Nursery  
16460 State Hwy. 371, Brainerd, MN 56401  
218-829-5519  
[tracey@landsburnursery.com](mailto:tracey@landsburnursery.com)

DATE: 02/19/2026

SUBJECT: **Plant and Labor Proposal For: City of Brainerd Downtown Planters  
(18 total)**

**Provide the following annual flowers for Spring 2026**

## **Plants**

### **9 Planter**

|                               |           |
|-------------------------------|-----------|
| 9 - Purple Fountain Grass     | \$ 143.91 |
| 18 - Geraniums Mojo Dark Pink | \$ 287.82 |
| 18 - Salvia Victoria Blue     | \$ 89.82  |
| 36 - Bidens White Delight     | \$ 280.44 |
| 18 - Petunia Sugat Beet       | \$ 140.22 |
| 18 - Potato Vine Marguerite   | \$ 140.22 |

### **9 Planters**

|                                  |           |
|----------------------------------|-----------|
| 9 - Coleus Golden Dreams         | \$ 143.91 |
| 18 - Geraniums Mojo Dark Red     | \$ 287.82 |
| 18 - Salvia Sally Fun Pure White | \$ 89.82  |
| 36 - Bidens Blazing Star         | \$ 280.44 |
| 18 - Petunia Black Mamba         | \$ 140.22 |
| 18 - Potato Vine Marguerite      | \$ 140.22 |

**Plant Total** **\$ 2,164.86**

## **Soil**

|                                |          |
|--------------------------------|----------|
| Potting soil to fill planters  | \$329.90 |
| Slow Release Fertilizer        | \$30.00  |
| Soil Moist for water retention | \$39.98  |

**Total Soil & Amendments** **\$399.88**

## **Labor**

Not to exceed a total of 15 hrs

**Total Labor** **\$1,788.10**

**Proposal**



**We Propose** hereby to furnish material in accordance with the above specifications for the sum of: **\$ 4,352.84** not including tax

**30% down payment with the balance due upon completion.**  
**(Cash or Check – credit cards not accepted on contracted services)**

**Terms and Conditions**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be excluded only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracey Vlainck

**Acceptance of Proposal**

The above prices, specifications and conditions of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** 2026-2028 Contract Towing Proposals

**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 solicited proposals for the 2026-2028 Contract Towing Services. Attached are the proposals received for the two-year term. Based on the proposals received, staff recommends award of the contract to West Brainerd Auto.

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

The two bids that were received were from AutoSmith Service Group and West Brainerd Auto. The bid forms attached include the proposed pricing for each item per the specifications. In reviewing the two bids, you can see variances throughout the proposals. For example, West Brainerd is less in items #1-12 (exc. #8 & #9), #14, and \$15. AutoSmith is less in items #13 and #16. In addition, AutoSmith is the only proposer that offers semi-wrecker towing.

Items in both proposals do affect residents directly, whether that be from the direct towing cost, impound storage, or no keys/drop fees. In reviewing the proposals, the proposal from West Brainerd Auto matches the proposal and amounts in the 2024-2026 contract. The cost for residents would likely be less under the West Brainerd Auto contract.

In discussions with Deputy Chief Runde, it is the Police Department's observations that both vendors would be capable of performing to the terms and specifications laid out in the contract. They would be acceptable to either vendor.

## **RECOMMENDED ACTION/MOTION**

Motion to award the Contract Towing Services contract to West Brainerd Auto for the 2026-2028 term.

## **FINANCIAL IMPACT**

Unknown at this time

**CITY OF BRAINERD  
TOWING SERVICES  
SPECIFICATIONS**

**SECTION 1. GENERAL DESCRIPTION OF SERVICE**

This work shall consist of providing all towing services for the City of Brainerd for the period beginning May 15, 2026 and ending on May 14, 2028. The Vendor shall tow vehicles parked illegally during snow removal, street sweeping, street maintenance, special activities, when “no preference” of Vendors is given for a disabled vehicle, and when directed by the Chief of Police, the City Engineer, or their designees, for public safety. The term for the towing services shall be for 2 years, subject to the termination clause in Section 14.

**SECTION 2. EQUIPMENT REQUIREMENTS**

The Vendor shall operate tow vehicles that are in good mechanical condition, can operate in a safe and satisfactory manner, and are fully compliant with State law. The Vendor shall operate a sufficient number of vehicles to tow illegally parked vehicles from the Central Business District to the Vendor’s impound lot at a rate of 6 vehicles per hour during snow removal and street sweeping operations. In addition, the Vendor shall operate a truck with a tilting flat bed capable of loading and transporting severely damaged vehicles and a means to transport motorcycles.

All towing equipment shall be clearly identifiable as belonging to the towing Vendor and shall have adequate lights, flashers, towing equipment, vehicle securements, and other necessary supplies as required.

**SECTION 3. IMPOUND LOT**

The Vendor shall operate a secured impound lot for the storage of vehicles towed under the terms of this agreement. The impound lot must meet the requirements of the City Zoning Ordinance and any conditions placed on said lot as a result of a conditional use permit. The impound lot shall either be within the City limits of the City or within a 2-mile radius beyond the City limits. The Vendor shall provide for the release of impounded vehicles 24 hours per day, 7 days per week. After Hours Release consists of 5 PM to 7 AM weekdays (excluding holidays) and weekends 5 PM Friday to 7 AM Monday.

**SECTION 4. HOLD HARMLESS/INSURANCE REQUIREMENTS**

The Vendor shall assume all liability and shall defend and indemnify the City from any claims of loss or damage caused to any person or property or demands of same, whether put in suit or not, arising out of the Vendor’s negligence or misconduct or the Vendor’s failure to perform its obligations under this Agreement. The Vendor shall take out and maintain throughout the term of this service insurance with the following minimums:



- a. Worker's Compensation insurance at statutory limits covering all employees who perform any of the obligations assumed by the Vendor under this agreement. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:
  - \$500,000 – Bodily Injury by Disease per employee
  - \$500,000 – Bodily Injury by Disease aggregate
  - \$500,000 – Bodily Injury by Accident
- b. Commercial General Liability insurance covering all operations under the agreement in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Automobile liability insurance on all self-propelled vehicles used in connection with the agreement, whether owner, non-owned or hired; public liability limits of not less than \$1,000,000 combined single limit.
- c. Garagekeeper's liability insurance in the minimum amount of \$500,000 per occurrence.

The Vendor shall provide the City with a certificate of said insurance, which shall list the City as additional insured on the Vendor's general liability, auto liability and garagekeeper's liability policies. The Vendor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium. The Vendor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Vendor's performance under this Agreement.

#### **SECTION 5. BASIS OF PAYMENT**

- a. Payment for towing shall be by the vehicle owner for impounded vehicles and by the City for vehicles not impounded, at the unit prices bid on the Form of Proposal. The unit prices shall govern for all towing in each category. No separate compensation will be paid for towing that may occur outside of normal business hours, on weekends, and on holidays. Payment shall be compensation in full for all labor, equipment, materials, and accessories required to perform the towing as specified.
- b. Impound storage fees shall be paid by the vehicle owner at the unit price bid on the Form of Proposal. Bidders shall state their storage fees per day, per fractional day, and any other term that applies.

#### **SECTION 6. TOWING WITHOUT IMPOUNDING**

- a. On occasion, the City will request that vehicles be towed without impounding. This typically occurs during street maintenance projects, which require the relocation of vehicles. Vehicles towed are to be relocated

to a nearby city parking lot or an adjacent street. These requests will typically be during normal business hours and early evening hours.

- b. Payment for an individual vehicle being towed under this provision will be by the City at the unit price bid for "TOWING WITHOUT IMPOUNDING" on the form of proposal. If asked to stand by and relocate numerous vehicles to accommodate a maintenance project such as seal coating or crack sealing, payment will be made for standby/ miscellaneous by the hour.

#### **SECTION 7. TOWING OF CITY-OWNED VEHICLES**

- a. On occasion, the City may be in need of having a City-owned vehicle towed to either a City garage, automobile dealers garage, or a body shop within the Brainerd/Baxter area. Requests to tow City-owned vehicles can occur at any time of day.
- b. Included within this bid item are vehicles that are seized, forfeited or held as evidence. These vehicles will be towed to the Brainerd Police Department or other City-owned facility. Request for this service can occur at any time of day.
- c. Payment for towing City-owned vehicles shall be paid by the City department requesting the towing at the unit price bid for "TOWING CITY VEHICLES" on the form of proposal.

#### **SECTION 8. TOWING OF VEHICLES FOR STREET SWEEPING**

- a. Between early March and the beginning of the snow season, the City sweeps streets in the downtown area every Wednesday morning beginning at 5:00 a.m. The streets affected are posted for NO PARKING between 4:00 a.m. and 6:00 a.m. Vehicles parked on these streets are ticketed and towed. The Vendor shall only tow those vehicles that have been issued a ticket.
- b. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- c. Payment shall be at the unit price bid for "STREET SWEEPING TOWING" on the form of proposal.

#### **SECTION 9. TOWING OF VEHICLES FOR SNOW REMOVAL**

- a. Following the declaration of a Snow Emergency, parking is prohibited in the downtown area, commencing at 3:00 a.m., on the night snow removal operations are scheduled. Vehicles parked on these streets are ticketed and towed. The Vendor shall only tow those vehicles that have been issued a ticket.
- b. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- c. Payment shall be at the unit price bid for "SNOW REMOVAL TOWING" on the form of proposal.

#### **SECTION 10. NO PREFERENCE DISABLED VEHICLE TOWING**



- a. When a vehicle is disabled due to a crash or mechanical failure and must be towed, the Brainerd Police Department will give the vehicle owner the option of which towing service they want to hire. If there is no preference given, the vehicle will be towed under the provisions of this agreement. If other law enforcement agencies have responded to the scene, those agencies may call other towing services.
- b. Disabled vehicles shall be removed in their entirety, including all body parts. All broken glass shall be swept up and removed and all vehicle fluids shall be absorbed and disposed of in accordance with Minnesota Pollution Control Agency requirements.
- c. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- d. Payment shall be at the unit price bid for "DISABLED VEHICLE TOWING" on the form of proposal.

#### **SECTION 11. MISCELLANEOUS TOWING**

- a. Miscellaneous towing is all other towing not specifically identified above which results in the impounding of the vehicle. Examples of miscellaneous towing include the removal of "snowbirds", abandoned vehicles, vehicles parked in no parking zones, and vehicles that constitute a threat to public safety.
- b. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- c. Payment shall be at the unit price bid for "MISCELLANEOUS TOWING" on the form of proposal.

#### **SECTION 12. MISCELLANEOUS CHARGES**

- a. The City recognizes there may be additional charges that occur in special circumstances. When these circumstances arise, consultation with the towing provider will be made regarding the performance or payment for the special service.

#### **SECTION 13. AWARD OF CONTRACT**

- a. The proposals submitted shall be reviewed by the Brainerd City Council, who will determine the low proposal and/or the proposal which serves the best interest of the City and its residents.
- b. **Towing items listed in the Schedule of Towing Costs for which a unit price is not submitted will be excluded from the towing agreement. Bidders may also exclude a towing item by placing N/A in the unit price column.**

#### **SECTION 14. TERMINATION OF CONTRACT**

- a. Either party may terminate this service with 90 days written notice to the other party.
- b. The City Council reserves the right to immediately terminate the service if the Vendor fails to comply with the specifications.

#### **SECTION 15. NOTICE OF TAKING AND SALE**

Pursuant Minnesota Statute 168B.06, the Vendor shall provide written notice of impound when an impounded vehicle is taken into custody within five days, excluding Saturdays, Sundays, and legal holidays, to the registered vehicle owner and any lienholders. The notice must include all the requirements pursuant to that section.

#### **SECTION 16. ESTIMATE OF COSTS**

Upon verbal request by the registered vehicle owner, the Vendor shall provide the vehicle owner an estimate of fees, based on the Schedule of Towing Costs, for retrieving the vehicle from the impound lot to provide transparency and clarity to the owner. Vendors employees should be aware of the contracted costs for these services enough to provide an accurate estimate of fees the vehicle owner will incur if the vehicle is indeed impounded or dropped at its location, based upon the fees in the attached Schedule of Towing Costs.

**CITY OF BRAINERD  
TOWING SERVICES  
MAY 15, 2026 – MAY 14, 2028**

**FORM OF PROPOSAL**

**SCHEDULE OF TOWING COSTS**

| ITEM NO. | ITEM                     | UNIT PRICE                |
|----------|--------------------------|---------------------------|
| 1.       | TOWING WITHOUT IMPOUND   | <u>80</u> PER TOW         |
| 2.       | TOWING CITY VEHICLES     | <u>60</u> PER TOW         |
| 3.       | STREET SWEEPING TOWING   | <u>80</u> PER TOW         |
| 4.       | SNOW REMOVAL TOWING      | <u>80</u> PER TOW         |
| 5.       | DISABLED VEHICLE TOWING  | <u>80</u> PER TOW         |
| 6.       | MISCELLANEOUS TOWING     | <u>80</u> PER TOW         |
| 7.       | MOTORCYCLE               | <u>80</u> PER TOW         |
| 8.       | SEMI-WRECKER TOWING      | <u>275 per HR</u> PER TOW |
| 9.       | SEMI-WRECKER WINCHING    | <u>275</u> PER <u>HR</u>  |
| 10.      | REGULAR WRECKER WINCHING | <u>80</u> PER <u>HR</u>   |

**SCHEDULE OF STORAGE COSTS**

| ITEM NO. | ITEM            | UNIT PRICE          |
|----------|-----------------|---------------------|
| 11.      | IMPOUND STORAGE | <u>45</u> PER 24 HR |

**MISCELLANEOUS COSTS**

|     |                                          |                             |
|-----|------------------------------------------|-----------------------------|
| 12. | AFTER HOURS RELEASE (see Section 3)      | <u>30</u>                   |
| 13. | DOLLIES                                  | <u>0</u> PER TOW            |
| 14. | CRASH RELATED CLEANUP (5 MINUTE MINIMUM) | <u>40</u> PER 30 MINS       |
| 15. | STAND BY AND MISC. TIME                  | <u>40</u> PER <u>30 MIN</u> |
| 16. | NO KEYS FEE                              | <u>0</u> PER TOW            |
| 17. | DROP FEE                                 | <u>40</u> PER TOW           |

3/4/26  
DATE

AutoSmith Service Group LLC  
BUSINESS NAME

100 Washington St, Brainerd, MN 56401  
ADDRESS

218-789-4510  
PHONE NO.

 President  
SIGNATURE AND TITLE



[www.autosmithmn.com](http://www.autosmithmn.com)

Date: 3/3/2026

Aitkin|Brainerd|Ironton|Deerwood|Motley

Ph: (218) 789-4510

## City of Brainerd Towing Proposal

AutoSmith Service Group is ready to provide reliable, professional towing services to the City of Brainerd, supporting law enforcement, public works, and residents with prompt, consistent service.

### Prime Location & Quick Access

Located one block from the Judicial Center and jail, we ensure fast, efficient impound retrieval and streamlined vehicle releases.

### Scalable, High-Volume Operations

Multiple locations across Crow Wing County allow rapid staffing and equipment scaling during snow emergencies, street sweeping, or major incidents—keeping response times consistent.

### 24/7 Dispatch & Professional Drivers

Our round-the-clock dispatch team and trained local operators handle all recoveries safely and professionally, including heavy-duty crash scenes and debris cleanup.

### Fleet & Specialized Equipment

Our fleet covers light, medium, and heavy-duty tow trucks, flatbeds, and motorcycle transport. Specialized equipment—heavy-duty wreckers, tilt trailers, skid loaders, excavators, off-road recovery machinery, dump trucks, and service trucks with onboard air/welding—ensures we manage complex recoveries in-house.

### Regulatory Compliance

We strictly follow **Minnesota Statute 168B** regarding owner notification of impounded vehicles. All vehicles' VINs are run through the State of Minnesota database to ensure proper owner notification via certified mailing.

### Local Commitment & Value

As a locally owned company, we prioritize transparency, compliance, and professionalism. Our proposed rates reflect fully staffed, fully equipped, 24/7 readiness, delivering reliable service without subcontracting.

AutoSmith Service Group is committed to providing consistent, professional towing services that support the City of Brainerd and its residents throughout the contract term.

Thank you for Considering our Proposal,

Dustin Smith, Owner & Austin Jarvela, Towing Manager





**Crosby Police Department**  
**Michael Van Horn**  
**2 Second Street Southwest**  
**Crosby, Minnesota 56441**  
**218-546-5137 (tel.)**

March 3<sup>rd</sup>, 2026

RE: Auto Smith Towing

Auto Smith Towing has been a trusted towing service that we have relied on for many years. Throughout that time, they have consistently provided dependable, professional, and timely service. Their team is always responsive and handles every situation with professionalism and care.

Whether assisting with disabled vehicles, accident recoveries, or general towing needs, Auto Smith Towing has proven to be reliable and efficient. Their commitment to quality service and strong working relationship with our department has made them a valued partner in servicing our community.

Sincerely,

*Michael Van Horn*

Chief Michael Van Horn  
Crosby Police Department

**CITY OF BRAINERD  
TOWING SERVICES  
MAY 15, 2026 – MAY 14, 2028**

**FORM OF PROPOSAL**

**SCHEDULE OF TOWING COSTS**

| ITEM NO. | ITEM                     | UNIT PRICE                               |
|----------|--------------------------|------------------------------------------|
| 1.       | TOWING WITHOUT IMPOUND   | <u>45<sup>00</sup></u> PER TOW           |
| 2.       | TOWING CITY VEHICLES     | <u>25<sup>00</sup></u> PER TOW           |
| 3.       | STREET SWEEPING TOWING   | <u>10<sup>00</sup></u> PER TOW           |
| 4.       | SNOW REMOVAL TOWING      | <u>10<sup>00</sup></u> PER TOW           |
| 5.       | DISABLED VEHICLE TOWING  | <u>45<sup>00</sup></u> PER TOW           |
| 6.       | MISCELLANEOUS TOWING     | <u>45<sup>00</sup></u> PER TOW           |
| 7.       | MOTORCYCLE               | <u>55<sup>00</sup></u> PER TOW           |
| 8.       | SEMI-WRECKER TOWING      | <u>NA</u> PER TOW                        |
| 9.       | SEMI-WRECKER WINCHING    | <u>NA</u> PER _____                      |
| 10.      | REGULAR WRECKER WINCHING | <u>37<sup>50</sup></u> PER <u>1/2 hr</u> |

**SCHEDULE OF STORAGE COSTS**

| ITEM NO. | ITEM            | UNIT PRICE                       |
|----------|-----------------|----------------------------------|
| 11.      | IMPOUND STORAGE | <u>30<sup>00</sup></u> PER 24 HR |

**MISCELLANEOUS COSTS**

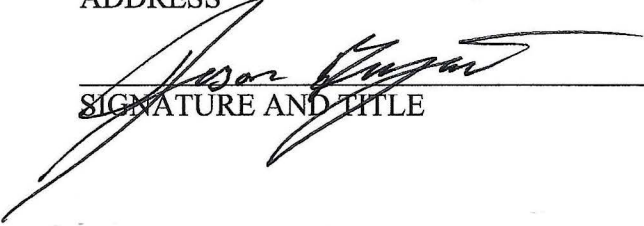
|     |                                          |                                    |
|-----|------------------------------------------|------------------------------------|
| 12. | AFTER HOURS RELEASE (see Section 3)      | <u>25<sup>00</sup></u>             |
| 13. | DOLLIES                                  | <u>30<sup>00</sup></u> PER TOW     |
| 14. | CRASH RELATED CLEANUP (5 MINUTE MINIMUM) | <u>30<sup>00</sup></u> PER 30 MINS |
| 15. | STAND BY AND MISC. TIME                  | <u>37<sup>50</sup></u> PER _____   |
| 16. | NO KEYS FEE                              | <u>30<sup>00</sup></u> PER TOW     |
| 17. | DROP FEE                                 | <u>40<sup>00</sup></u> PER TOW     |

2/12/2026  
DATE

218-829-4181  
PHONE NO.

West Braimard Auto Service  
BUSINESS NAME

721 West Washington St  
ADDRESS

  
SIGNATURE AND TITLE





# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Award Contract - Imp 26-01 - Chip Seal 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**

Attached to this item are the bids received for Improvement 26-01 - 2026 Chip Seal Project. The City received 3 bids, the lowest bidder being Asphalt Surface Technologies Corp. (ASTECH) in the total amount of \$148,850.70. The Engineer's Estimate (including 10% contingency) for the project was \$182,110. A bid abstract showing the breakdown is attached to this item. The City identified \$195,000 in the Capital Improvements Plan for this project.

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

Streets included in the project are pavements recently constructed within the last 2-3 years. The total bid amount from ASTECH represents a total of 10.1% under the Engineer's Estimate and 23.7% under/over budget.

## **RECOMMENDED ACTION/MOTION**

Staff recommends award of Improvement 26-01 - 2026 Chip Seal Project to Asphalt Surface Technologies Corp. in the total bid amount of \$148,850.70.

## **FINANCIAL IMPACT**

\$148,850.70

Imp 26-01 - 2026 Seal Coat - Bid Summary

|                                         |
|-----------------------------------------|
| <b>Engineer's Estimate \$165,553.95</b> |
|-----------------------------------------|

| <u>Bid Name</u>                    | <u>Total</u> |                      |
|------------------------------------|--------------|----------------------|
| Asphalt Surface Technologies Corp. | \$148,850.70 | 10.1% Under Estimate |
| Asphalt Preservation Company Inc.  | \$181,724.73 | 9.8% Over Estimate   |
| Allied Blacktop Company            | \$235,730.15 | 42.4% Over Estimate  |



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Authorize Solicitation - 2026 Pavement Markings

**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):** 5 Minutes

## **SUMMARY OF ISSUE**

Staff is requesting authorization to solicit Improvement 26-03 - 2026 Pavement Markings for bids. Attached are the title sheet and estimated quantities for the work. The areas covered are generally in the central (downtown), northern, and western portions of the city. Staff attempted to group areas together and split the city up into two alternating portions to be bid each year. In 2026 (year 1), there are quite a few pavement messages (arrows, etc.) that increase the cost versus year 2.

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

The estimate for the project is \$28,882. This includes a 10% contingency amount. The CIP identified \$20,000 in the plan for 2026. Missing areas of pavement markings were found from previous markings projects, so this project includes more marks than had been completed in the past. Thus, a portion why the estimate is higher than originally planned. The amounts will be revised for the 2027 (year 2) markings.

## **RECOMMENDED ACTION/MOTION**

Motion to authorize solicitation for the 2026 Pavement Markings project.

## **FINANCIAL IMPACT**

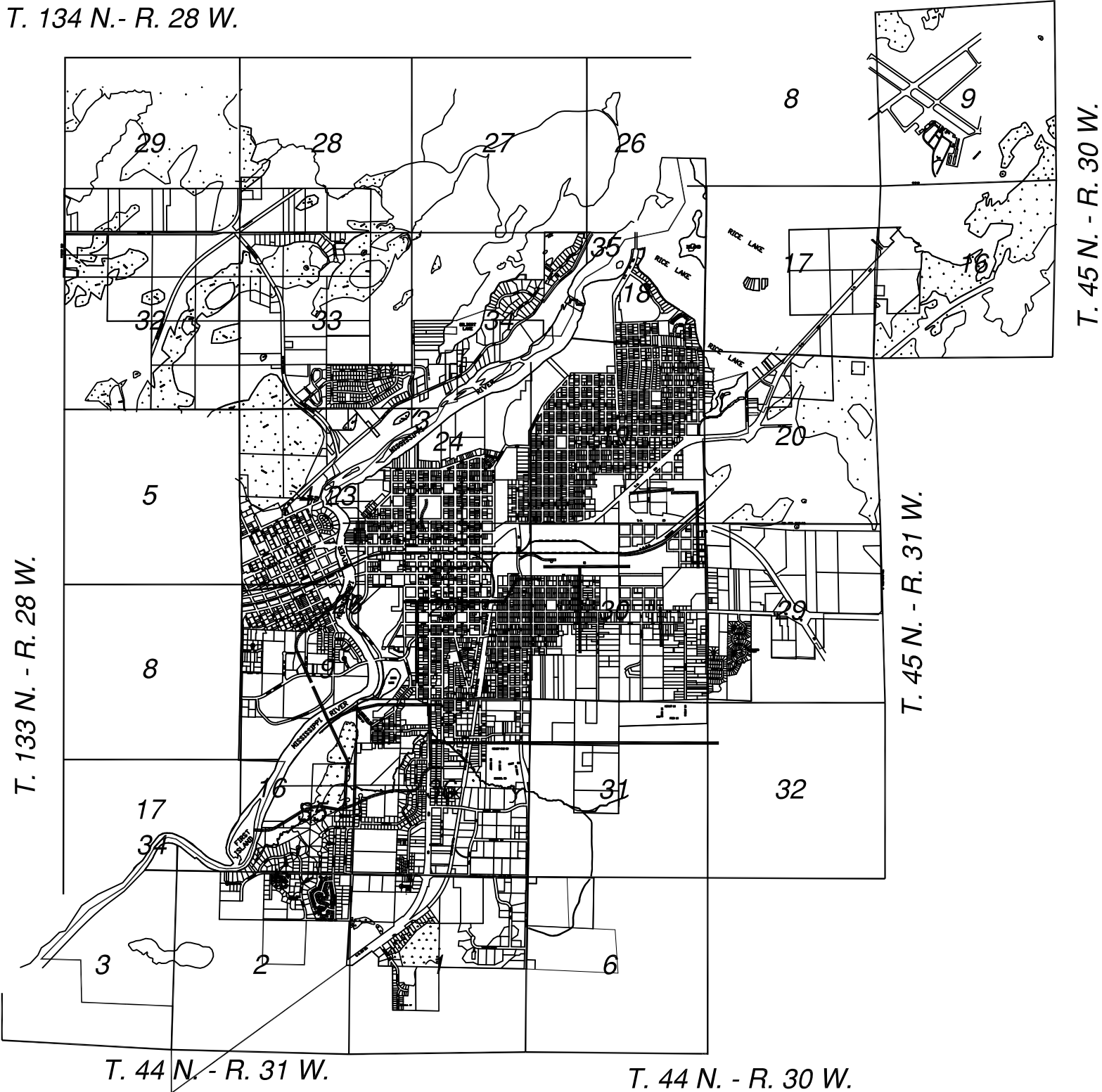
N/A

CITY OF BRAINERD, MINNESOTA  
DEPARTMENT OF ENGINEERING  
CONSTRUCTION PLANS FOR:  
**IMPROVEMENT PROJECT 26-03**  
**CITY WIDE PAVEMENT MARKING**

**STRIPING**

**PROJECT LOCATION AREAS FOR 22-08**

- 1: N. 4TH ST. - (From Washington St./TH 210 to Bluff Ave.)
- 2: N. 6TH ST. - (From Washington St./TH 210 to Kingwood St.)
- 3: N. 8TH ST. - (From Washington St./TH 210 to Grove St.)
- 4: FRONT ST.- (From S. 4th St. to S. 10Th St.)
- 5: KINGWOOD ST. (From N. 1 St. to Washington St./TH 210)
- 6: BLUFF AVE. - (From N. 3rd St. to 7th St.)
- 7: FIR ST. - (from N. 7th St. to N. 11th St.)
- 8: EVERGREEN AVE. - ( From N. 11th St. to 1st Ave. NE.)
- 9: H ST. - (From 1st Ave. NE to 8th Ave. NE.)
- 10: 4TH Ave. NE. - (From Washington St. to H St.)
- 11: 10TH AVE. NE. - ( From TH 25 to Washington St./TH 210)
- 12 : 13TH AVE. NE. - ( From Washington St./TH 210 to N St.)
- 13: N ST. - (From Mill Ave. to 13th Ave. NE.)
- 14: MCKAY RD. - (From Riverside Dr/CSAH 20 to Highview Cir.)
- 15: NW. JACKSON ST. - (From Brainerd City Limits to NW. 4Th NW. St./CSAH 20)
- 16: NW 7TH ST.- From Washington St./TH 210 to NW. Jackson St.)
- 17: NW. 4TH ST. - (From Laurel St. to Washington St./TH 210)
- 18: NW. 4TH ST. - (From Washington St./TH 210 to Brainerd City Limits Beaver Dam RD.)
- 19: S. 4TH St. - (From Laurel St. to Washington St./TH 210)
- 20: S. 5TH St. - (From Quince St. to Front St.)
- 21: S. 7TH ST. - (From Oak St. St. to Norwood St.)
- 22: S. 8TH ST. - (From Willow St. to Washington St./TH 210)
- 23: S. 9TH ST. - (From S. Maple St. to Front St.)
- 24: S. 10TH ST. - (From Laurel St. to Front St.)
- 25: OAK ST. - (From S. 5th St. to S. 6th St.)
- 26: S. QUINCE ST. - (From S. 5th St. to S. 8th St.)
- 27: NORWOOD ST. - (From S. 6th St. to S. 8th St.)
- 28: S. MAPLE ST. - (From S. 6th St. to S. 8th St.)
- 29: LAUREL ST. - (From SW. 4th St. to S. 10th St.)
- 30: SW 4TH St. - (From College Drive to Washington St./TH 210)
- 31: EAST RIVER RD. - (From Willow St. to Washington St./TH 210)



| SHEET NO. | DESCRIPTION          |
|-----------|----------------------|
| 1         | TITLE SHEET          |
| 2         | ESTIMATED QUANTITIES |

GOVERNING SPECIFICATIONS

THE 2026 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2013 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA "STANDARD UTILITIES SPECIFICATIONS" SHALL GOVERN.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT

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.

*Jessie Dehn*  
JESSIE DEHN, P.E.  
Date 2/19/26  
License No. 57747

| ESTIMATED QUANTITIES |           |                       |          |                          |
|----------------------|-----------|-----------------------|----------|--------------------------|
|                      |           |                       |          |                          |
| ITEM NO.             | SPEC. NO. | DESCRIPTION           | UNIT     | TOTAL ESTIMATED QUANTITY |
| (3) 1                | 2021.501  | MOBILIZATION          | LUMP SUM | 1                        |
| (1) 2                | 2582.503  | 4" BROKEN LINE PAINT  | LIN FT   | 7560                     |
| (2) 3                | 2582.503  | 4" BROKEN LINE PAINT  | LIN FT   | 720                      |
| (1) 4                | 2582.503  | 4" SINGLE LINE PAINT  | LIN FT   | 5301                     |
| (2) 5                | 2582.503  | 4" SINGLE LINE PAINT  | LIN FT   | 29495                    |
| (1) 6                | 2582.503  | 24" SINGLE LINE PAINT | LIN FT   | 608                      |
| (2) 7                | 2582.503  | 24" SINGLE LINE PAINT | LIN FT   | 486                      |
| (1) 8                | 2582.503  | 4" DBLE LINE PAINT    | LIN FT   | 16249                    |
| (1) 4                | 2582.503  | 8" DOTTED LINE PAINT  | LIN FT   | 54                       |
| (2) 9                | 2582.518  | PAVT MSSG PAINT       | SQ FT    | 4681                     |

CONSTRUCTION NOTES

1. YELLOW
2. WHITE
3. TRAFFIC CONTROL WILL BE INCLUDED MOBILIZATION.
4. MATCH EXISTING PAVEMENT MARKINGS.

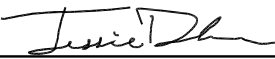
| STRIPING            |                      |                      |                  |                 |                  |                |                 |                      |                       |                      |
|---------------------|----------------------|----------------------|------------------|-----------------|------------------|----------------|-----------------|----------------------|-----------------------|----------------------|
| STREET SEGMENT      | START                | END                  | 4" Double Yellow | 4" Solid Yellow | 4" Broken Yellow | 4" Solid White | 4" Broken White | 24" Solid Line-White | 24" Solid Line-Yellow | 8" DOTTED Line-White |
|                     |                      |                      | (LF)             | (LF)            | (LF)             | (LF)           | (LF)            | (LF)                 | (LF)                  | (LF)                 |
| NORTH 4TH STREET    | WASHINGTON ST/TH210  | BLUFF AVE            | 290              |                 | 470              | 190            |                 |                      |                       |                      |
| NORTH 6TH STREET    | WASHINGTON ST/TH210  | KINGWOOD ST          |                  |                 |                  | 120            |                 |                      |                       |                      |
| NORTH 8TH STREET    | WASHINGTON ST/TH210  | GROVE ST             | 295              |                 |                  | 150            |                 |                      |                       |                      |
| FRONT STREET        | S. 4TH ST            | S. 10TH ST           | 290              |                 | 210              | 1400           |                 |                      |                       |                      |
| KINGWOOD STREET     | N. 1ST ST            | WASHINGTON ST/TH210  | 155              |                 | 800              |                |                 |                      |                       |                      |
| BLUFF AVE           | N 3RD ST             | N 7TH ST             |                  |                 | 380              |                |                 |                      |                       |                      |
| FIR STREET          | N 7TH ST             | N 11TH ST            | 75               | 175             | 300              |                |                 |                      |                       |                      |
| EVERGREEN AVE       | N 11TH ST            | 1ST AVE NE           | 190              | 300             | 320              |                |                 |                      |                       |                      |
| H STREET            | 1ST AVE NE           | 8TH AVE NE           |                  | 235             | 500              | 240            |                 |                      |                       |                      |
| 4TH AVE NE          | WASHINGTON ST/TH210  | H STREET             | 130              |                 | 500              | 140            |                 |                      |                       |                      |
| 10TH AVE NE         | TH 25                | WASHINGTON ST/TH210  |                  |                 | 250              |                |                 |                      |                       |                      |
| 13TH AVE NE         | WASHINGTON ST/TH210  | N STREET             |                  |                 | 590              |                |                 |                      |                       |                      |
| N STREET            | MILL AVE             | 13TH AVE NE          |                  |                 | 520              |                |                 |                      |                       |                      |
| MCKAY ROAD          | RIVERSIDE DR/CSAH 20 | HIGHVIEW CIR.        | 900              |                 |                  | 1800           |                 |                      |                       |                      |
| NW JACKSON STREET   | BRAINERD CITY LIMITS | NW 4TH ST/CSAH 20    | 315              | 1760            | 350              | 2330           |                 |                      |                       |                      |
| NW 7TH ST           | WASHINGTON ST/TH210  | NW JACKSON ST        |                  |                 | 260              |                |                 |                      |                       |                      |
| NW 4TH ST           | LAUREL ST            | WASHINGTON ST/TH210  | 650              | 860             |                  | 600            | 320             | 150                  | 12                    |                      |
| NW 4TH ST           | WASHINGTON ST/TH210  | BRAINERD CITY LIMITS | 4044             |                 |                  | 5614           |                 | 416                  | 54                    |                      |
| SOUTH 4TH STREET    | LAUREL ST            | WASHINGTON ST/TH210  | 630              |                 |                  | 820            | 210             | 144                  |                       |                      |
| SOUTH 5TH STREET    | QUINCE ST            | FRONT ST             | 1633             | 916             | 190              | 3901           |                 |                      | 75                    |                      |
| SOUTH 7TH STREET    | OAK ST               | NORWOOD ST           |                  |                 | 90               |                |                 |                      |                       |                      |
| SOUTH 8TH STREET    | WILLOW ST            | WASHINGTON ST/TH210  | 1816             |                 | 480              | 2520           | 190             | 132                  | 50                    |                      |
| SOUTH 9TH STREET    | S. MAPLE ST          | FRONT ST             |                  |                 | 140              | 953            |                 |                      |                       |                      |
| SOUTH 10TH ST       | LAUREL ST            | FRONT ST             |                  |                 | 80               |                |                 |                      |                       |                      |
| OAK STREET          | S. 5TH ST            | S. 6TH ST            | 300              |                 |                  | 295            |                 |                      |                       |                      |
| SOUTH QUINCE STREET | S. 5TH ST            | S. 8TH ST            | 572              |                 | 80               | 310            |                 |                      |                       |                      |
| NORWOOD STREET      | S. 6TH ST            | S. 8TH ST            |                  |                 | 120              |                |                 |                      |                       |                      |
| SOUTH MAPLE STREET  | S. 6TH ST            | S. 9TH ST            |                  |                 | 220              | 750            |                 |                      |                       |                      |
| LAUREL STREET       | SW 4TH ST            | S. 10TH ST           | 2800             | 1055            | 380              | 6390           |                 |                      | 55                    |                      |
| SW 4TH ST           | COLLEGE DR           | LAUREL ST            | 545              |                 | 330              | 100            |                 |                      |                       |                      |
| EAST RIVER RD       | COLLEGE DR           | WASHINGTON ST/TH210  | 619              |                 |                  | 872            |                 | 60                   |                       |                      |
| TOTAL               |                      |                      | 16249            | 5301            | 7560             | 29495          | 720             | 486                  | 608                   | 54                   |

| MESSAGE WORK        |                      |                        |           |      |           |      |             |      |                |      |                |      |              |    |                |    |                    |      |
|---------------------|----------------------|------------------------|-----------|------|-----------|------|-------------|------|----------------|------|----------------|------|--------------|----|----------------|----|--------------------|------|
| STREET SEGMENT      | START                | END                    | LT Arrows |      | RT Arrows |      | Thru Arrows |      | Thru-LT Arrows |      | Thru-RT Arrows |      | LT-RT Arrows |    | YEILD TRIANGLE |    | Railroad Crossings |      |
|                     |                      |                        | (SF)      | (EA) | (SF)      | (EA) | (SF)        | (EA) | (SF)           | (EA) | (SF)           | (EA) |              |    |                |    | (SF)               | (EA) |
| NORTH 4TH STREET    | WASHINGTON ST/TH210  | BLUFF AVE              | 31        | 2    | 31        | 2    |             |      | 60             | 2    | 60             | 2    |              |    |                |    |                    |      |
| NORTH 6TH STREET    | WASHINGTON ST/TH210  | KINGWOOD ST            |           |      |           |      | 24          | 2    |                |      |                |      |              |    |                |    |                    |      |
| NORTH 8TH STREET    | WASHINGTON ST/TH210  | GROVE ST               | 31        | 2    | 31        | 2    | 24          | 2    |                |      |                |      |              |    |                |    |                    |      |
| H STREET            | 1ST AVE NE           | 8TH AVE NE             | 62        | 4    |           |      |             |      |                |      | 120            | 4    |              |    |                |    |                    |      |
| 4TH AVE NE          | WASHINGTON ST/TH210  | H STREET               | 31        | 2    |           |      |             |      |                |      | 60             | 2    |              |    |                |    |                    |      |
| MCKAY ROAD          | RIVERSIDE DR/CSAH 20 | HIGHVIEW CIR.          | 15        | 1    | 15        | 1    |             |      |                |      |                |      |              |    |                |    |                    |      |
| NW JACKSON ST       | BRAINERD CITY LIMITS | NW 4TH ST/ CSAH 20     | 247       | 16   | 31        | 2    |             |      | 60             | 2    |                |      |              |    |                |    |                    |      |
| NW 4TH ST           | LAUREL ST            | WASHINGTON ST/TH210    | 62        | 4    |           |      |             |      |                |      | 120            | 4    |              |    |                |    | 248                | 4    |
| NW 4TH ST           | WASHINGTON ST/TH210  | BRAINERD CITY LIMITS   | 15        | 1    | 15        | 1    |             |      |                |      |                |      |              | 48 | 16             |    |                    |      |
| SOUTH 4TH STREET    | LAUREL ST            | WASHINGTON ST/TH210    | 62        | 4    | 62        | 4    | 24          | 2    |                |      |                |      |              |    |                |    | 248                | 4    |
| SOUTH 5TH STREET    | QUINCE ST            | FRONT ST               | 294       | 19   | 62        | 4    | 110         | 9    | 0              |      | 60             | 2    |              |    |                |    |                    |      |
| SOUTH 8TH STREET    | WILLOW ST            | WASHINGTON ST/TH210    | 31        | 2    | 93        | 6    | 24          | 2    | 120            | 4    |                |      |              |    |                |    | 248                | 4    |
| OAK STREET          | S. 5TH ST            | S. 6TH ST              | 31        | 2    | 31        | 2    |             |      | 60             | 2    | 60             | 2    |              |    |                |    |                    |      |
| SOUTH QUINCE STREET | S. 5TH ST            | S. 8TH ST              | 31        | 2    | 62        | 4    |             |      | 120            | 4    | 120            | 4    |              |    |                |    |                    |      |
| LAUREL STREET       | SW 4TH ST            | S. 10TH ST             | 247       | 16   | 93        | 6    |             |      | 120            | 4    | 181            | 6    |              |    |                |    |                    |      |
| SW 4TH ST           | COLLEGE DR           | LAUREL ST              |           |      | 31        | 2    |             |      | 60             | 2    |                |      |              |    |                |    |                    |      |
| BUFFALO HILLS LANE  | MISSISSIPPI DR       | S. 6TH ST/BUSINESS 371 | 31        | 2    |           |      |             |      |                |      | 60             | 2    |              |    |                |    |                    |      |
| EAST RIVER ROAD     | COLLEGE DR           | WASHINGTON ST/TH210    |           |      | 62        | 4    |             |      | 60             | 2    |                |      |              |    |                |    | 124                | 2    |
| TOTAL               |                      |                        | 1221      | 79   | 618       | 40   | 207         | 17   | 662            | 22   | 843            | 28   | 0            | 0  | 48             | 16 | 866                | 14   |

| REV. # | DATE | REVISION |
|--------|------|----------|
|        |      |          |
|        |      |          |
|        |      |          |
|        |      |          |



CITY OF BRAINERD  
ENGINEERING DEPARTMENT  
501 LAUREL STREET  
BRAINERD, MN 56401

Il 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.  
  
Date 2/19/26  
JESSIE DEHN, P.E. License No. 57747

| PAVEMENT MARKING & MESSAGING |
|------------------------------|
| IMP. 26-03                   |
| ESTIMATED QUANTITIES         |
| SHEET 2 OF 2                 |



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Change Order #1 - 2026 Annex Repairs

**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 Change Order proposal from Hy-Tec for asbestos abatement in the Annex. During repairs to the 2nd floor subfloor, asbestos tile was found to be present under the existing carpet. ACM Abatement provided a proposal to remove and dispose of the asbestos in the amount of \$4,723.89. Most of the remaining work has been completed except for the window replacement, which will be completed once the new windows arrive.

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

The original amount for the project was \$158,042.04. The Change Order would amend the new contract total to \$162,765.93. As a reminder, there was \$160,000 allocated for this work.

**RECOMMENDED ACTION/MOTION**

Motion to approve the Change Order for the Annex repairs project in the amount of \$4,723.89.

**FINANCIAL IMPACT**

\$4,723.89

March 9, 2026

Jessie Dehn  
City Engineer  
City of Brainerd  
501 Laurel Street  
Brainerd, Minnesota 56401

RE: CHANGE ORDER #1  
ASBESTOS TESTING AND ABATEMENT  
2<sup>nd</sup> FLOOR ANNEX BUILDING  
213 SOUTH 5<sup>th</sup> STREET  
BRAINERD< MINNESOTA 56401

Dear Jessie:

Part of Hy Tec's contract with the City of Brainerd for the Annex Building located at 213 South 5<sup>th</sup> Street in Brainerd, included demo, removal and replacement of the sub-flooring in the Annex 2<sup>nd</sup> Floor Conference Room.

During carpet demo/removal of the 2<sup>nd</sup> Floor Conference Room, we found 9" x 9' tile with mastic adhered to the sub-floor.

Per Minnesota Pollution Control Agency Regulations, Hy Tec hired ACM Abatement to test the floor tile, mastic, popcorn ceilings and window glazing for asbestos contaminants.

Per the attached report from EMC Labs, Inc, asbestos was found in the Red Floor Tile and Mastic. Asbestos was not found in the Grey Floor Tile/Mastic, Popcorn Ceiling or Window Glazing.

MCPA regulations state that Asbestos Contaminants need to properly removed and disposed of by a Certified Abatement Contractor.

Attached is our proposal from ACM Abatement to properly remove and dispose of the 195 Square Feet of Asbestos Contaminated Floor tile and Mastic.

Hy Tec is requesting a change order to the original contract, in the amount of \$ 4,723.89 (Four Thousand, Seven Hundred Twenty-Three Dollars and Eighty-Nine Cents

|                   |                    |
|-------------------|--------------------|
| Original Contract | \$ 158,042.04      |
| Change Order #1   | \$ <u>4,723.89</u> |

|                |               |
|----------------|---------------|
| Total Contract | \$ 162,765.93 |
|----------------|---------------|

Thank You for the Opportunity to Present this Request for Change Order #1 for Your Consideration. If you have any questions or concerns, please contact me.

Sincerely,



Paul Skogen  
Project Manager  
HY-TEC CONSTRUCTION  
OF BRAINERD, INC.

Attachments: Request for Change Order #1  
Gordian Modify an Existing Work Order  
EMC Labs, Inc Asbestos Report  
ACM Abatement Invoice for Asbestos Testing  
ACA Abatement Proposal for Asbestos Abatement/Removal



Hy Tec Job # 25154  
 Brainerd Annex Building  
 213 South 5th Street  
 Brainerd, Minnesota 56401

Request for Change Order #1

|              |                                    |            |                                                                      |
|--------------|------------------------------------|------------|----------------------------------------------------------------------|
| LABOR        | hrs - Architectural                | \$115.00 = | \$0.00                                                               |
|              | hrs - Drafter                      | \$80.00 =  | \$0.00                                                               |
|              | hrs - Designer                     | \$65.00 =  | \$0.00                                                               |
|              | 0 hrs - Project Manager            | \$90.00 =  | \$0.00                                                               |
|              | hrs - Supervision                  | \$80.00 =  | \$0.00                                                               |
|              | hrs - Office Administration        | \$60.00 =  | \$0.00                                                               |
|              | hrs - Cement Mason/Blocklay        | \$75.00 =  | \$0.00                                                               |
|              | hrs - Carpenter                    | \$75.00 =  | \$0.00                                                               |
|              | hrs - Laborer                      | \$60.00 =  | \$0.00                                                               |
|              | hrs - Crane - including operat     | \$300.00 = | \$0.00                                                               |
|              |                                    |            | =====                                                                |
|              | Subtotal Labor                     |            | \$0.00                                                               |
|              | Contractor Fee                     | 10%        | \$0.00                                                               |
|              |                                    |            | =====                                                                |
|              | Total Labor                        |            | <div style="border: 1px solid black; padding: 2px;">\$0.00</div>     |
| MATERIALS    |                                    |            |                                                                      |
|              | Materials                          | \$0.00     |                                                                      |
|              | Materials                          | \$0.00     |                                                                      |
|              |                                    |            | =====                                                                |
|              | Subtotal Materials                 | \$0.00     | \$0.00                                                               |
|              | Contractor Fee                     | 15%        | \$0.00                                                               |
|              |                                    |            | =====                                                                |
|              | Total Materials                    |            | <div style="border: 1px solid black; padding: 2px;">\$0.00</div>     |
| SUBCONTRACTS |                                    |            |                                                                      |
|              | ACM Abatement - Asbestos Testing   | \$387.50   |                                                                      |
|              | ACA Abatement - Asbestos Abatement | \$3,906.95 |                                                                      |
|              | Subcontractor ()                   | \$0.00     |                                                                      |
|              |                                    |            | =====                                                                |
|              | Subtotal Subcontractors            | \$4,294.45 |                                                                      |
|              | Contractor Fee                     | 10%        | \$429.44                                                             |
|              |                                    |            | =====                                                                |
|              | Total Subcontractors               |            | <div style="border: 1px solid black; padding: 2px;">\$4,723.89</div> |
|              | <b>SUBTOTAL</b>                    |            | <b>\$4,723.89</b>                                                    |
|              | P&P Bonds                          |            | \$0.00                                                               |
|              |                                    |            | =====                                                                |
|              | <b>GRAND TOTAL</b>                 |            | <b>\$4,723.89</b>                                                    |

EXTENSION OF TIME: 0 DAYS



## Work Order Signature Document

**EZIQC Contract No.: MN-R3-GC-040622-HTC**

☐

**New Work Order**

☒

**Modify an Existing Work Order**

Work Order Number: 150652.01

Work Order Date:

Work Order Title: City of Brainerd City Hall Annex 2025. Supplemental #01 Asbestos

Owner Name: SOURCEWELL - MINNESOTA - City of Br

Contractor Name: HY-Tec Construction

Contact: Jessie Dehn

Contact: Andy Pickar

Phone: (218) 454-3411

Phone:

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No MN-R3-GC-040622-HTC.

Brief Work Order Description:

### Time of Performance

*See Schedule Section of the Detailed Scope of Work*

### Liquidated Damages

Will apply:

☐

Will not apply:

☒

**Work Order Firm Fixed Price: \$4,723.89**

Owner Purchase Order Number:

## Approvals

Owner

Date

Contractor

Date



## Detailed Scope of Work

**To:** Andy Pickar  
HY-Tec Construction

11360 Business 371  
Brainerd, MN 56401  
No Data Input

**From:** Jessie Dehn  
SOURCEWELL - MINNESOTA - City of  
Brainerd  
501 Laurel Street  
Brainerd, MN 56401  
(218) 454-3411

**Date Printed:** March 09, 2026

**Work Order Number:** 150652.01

**Work Order Title:** City of Brainerd City Hall Annex 2025. Supplemental #01 Asbestos

**Brief Scope:**

☐

Preliminary

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Flooring asbestos abatement in the 2nd floor conference room. Includes Testing.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Contractor's Price Proposal - Summary

**Date:** March 09, 2026

**Re:** IQC Master Contract #: MN-R3-GC-040622-HTC  
Work Order #: 150652.01  
Owner PO #:  
Title: City of Brainerd City Hall Annex 2025. Supplemental #01 Asbestos  
Contractor: HY-Tec Construction  
Proposal Value: \$4,723.89

|                |            |
|----------------|------------|
| 02 - Site Work | \$4,723.89 |
| Proposal Total | \$4,723.89 |

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 09, 2026

Re: IQC Master Contract #: MN-R3-GC-040622-HTC  
Work Order #: 150652.01  
Owner PO #:  
Title: City of Brainerd City Hall Annex 2025. Supplemental #01 Asbestos  
Contractor: HY-Tec Construction  
Proposal Value: \$4,723.89

| Sect.                       |          | Item     | Modifier.                      | UOM                                                                             | Description | Line Total        |
|-----------------------------|----------|----------|--------------------------------|---------------------------------------------------------------------------------|-------------|-------------------|
| Labor                       | Equip.   | Material | (Excluded if marked with an X) |                                                                                 |             |                   |
| 02 - Site Work              |          |          |                                |                                                                                 |             |                   |
| 1                           | 02 61 26 | 00 0003  | CF                             | >10 To 100 CF, Asbestos Contaminated Soil, Asbestos Abatement And Disposal      |             | \$3,924.16        |
|                             |          |          | Installation                   | Quantity                                                                        | Unit Price  | Factor = Total    |
|                             |          |          |                                | 48.25 x                                                                         | 64.13 x     | 1.2682 = 3,924.16 |
| 2                           | 02 82 13 | 00 0003  | EA                             | 48 Hours Or Longer Turnaround, (Bulk Point Counting) PLM Test, Asbestos Testing |             | \$799.73          |
|                             |          |          | Installation                   | Quantity                                                                        | Unit Price  | Factor = Total    |
|                             |          |          |                                | 10.00 x                                                                         | 63.06 x     | 1.2682 = 799.73   |
| Subtotal for 02 - Site Work |          |          |                                |                                                                                 |             | \$4,723.89        |
| Proposal Total              |          |          |                                |                                                                                 |             | \$4,723.89        |

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0346394**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

Client: ACM ABATEMENT LLC Job# / P.O. #:  
Address: 1560 FIELDSTONE ROAD SW Date Received: 02/18/2026  
PEQUOT LAKES, MN 56472 Date Analyzed: 02/20/2026  
Collected: 02/12/2026 Date Reported: 02/20/2026  
Project Name: 213 S 5TH ST Submitted By: TYLER STEELE  
Address: Collected By:  
EPA Method: App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description                                             | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                          |
|---------------------|--------------------|--------------------------------------------------------------------------------|----------------------|----------------------|-------------------------------------------------------|
| 0346394-001<br>TR 1 |                    | LAYER 1<br>Floor Tile, Red                                                     | Yes                  | Chrysotile 5%        | Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 95% |
|                     |                    | LAYER 2<br>Mastic, Black                                                       | Yes                  | Chrysotile 5%        | Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 95% |
| 0346394-002<br>TR 2 |                    | LAYER 1<br>Floor Tile, Red<br>Note: *Not analyzed per client<br>request        |                      |                      |                                                       |
|                     |                    | LAYER 2<br>Mastic - Bottom, Black<br>Note: *Not analyzed per client<br>request |                      |                      |                                                       |
| 0346394-003<br>TR 3 |                    | LAYER 1<br>Floor Tile, Red<br>Note: *Not analyzed per client<br>request        |                      |                      |                                                       |
|                     |                    | LAYER 2<br>Mastic - Bottom, Black<br>Note: *Not analyzed per client<br>request |                      |                      |                                                       |

# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0346394**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

|               |                         |                |                                                        |
|---------------|-------------------------|----------------|--------------------------------------------------------|
| Client:       | ACM ABATEMENT LLC       | Job# / P.O. #: |                                                        |
| Address:      | 1560 FIELDSTONE ROAD SW | Date Received: | 02/18/2026                                             |
|               | PEQUOT LAKES, MN 56472  | Date Analyzed: | 02/20/2026                                             |
| Collected:    | 02/12/2026              | Date Reported: | 02/20/2026                                             |
| Project Name: | 213 S 5TH ST            | Submitted By:  | TYLER STEELE                                           |
| Address:      |                         | Collected By:  |                                                        |
|               |                         | EPA Method:    | App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116 |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description                            | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                                                                                              |
|---------------------|--------------------|---------------------------------------------------------------|----------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 0346394-004<br>TB 1 |                    | LAYER 1<br>Floor Tile, Blue/ Gray                             | No                   | None Detected        | Cellulose Fiber 10%<br>Fibrous Glass 5%<br>Synthetic Fiber 3%<br>Wollastonite 2%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 80% |
|                     |                    | LAYER 2<br>Mastic - Top, Yellow                               | No                   | None Detected        | Cellulose Fiber <1%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 99%                                                              |
| 0346394-005<br>TB 2 |                    | LAYER 1<br>Floor Tile, Blue/ Gray                             | No                   | None Detected        | Cellulose Fiber 10%<br>Fibrous Glass 5%<br>Synthetic Fiber 3%<br>Talc 2%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 80%         |
|                     |                    | LAYER 2<br>Mastic, Black<br>Note: Very small amount of mastic | Yes                  | Chrysotile 3%        | Cellulose Fiber <1%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 96%                                                              |

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0346394**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

|               |                         |                |                                                        |
|---------------|-------------------------|----------------|--------------------------------------------------------|
| Client:       | ACM ABATEMENT LLC       | Job# / P.O. #: |                                                        |
| Address:      | 1560 FIELDSTONE ROAD SW | Date Received: | 02/18/2026                                             |
|               | PEQUOT LAKES, MN 56472  | Date Analyzed: | 02/20/2026                                             |
| Collected:    | 02/12/2026              | Date Reported: | 02/20/2026                                             |
| Project Name: | 213 S 5TH ST            | Submitted By:  | TYLER STEELE                                           |
| Address:      |                         | Collected By:  |                                                        |
|               |                         | EPA Method:    | App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116 |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                                                                                      |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 0346394-006<br>TB 3 |                    | LAYER 1<br>Floor Tile, Blue/ Gray  | No                   | None Detected        | Cellulose Fiber 10%<br>Fibrous Glass 5%<br>Synthetic Fiber 3%<br>Talc 2%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 80% |
|                     |                    | LAYER 2<br>Mastic - Top, Yellow    | No                   | None Detected        | Cellulose Fiber <1%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 99%                                                      |
| 0346394-007<br>PC 1 |                    | Popcorn Ceiling, White             | No                   | None Detected        | Carbonates<br>Perlite<br>Non-Fibrous Binder/Filler 100%                                                                           |
| 0346394-008<br>PC 2 |                    | Popcorn Ceiling, White             | No                   | None Detected        | Carbonates<br>Perlite<br>Non-Fibrous Binder/Filler 100%                                                                           |
| 0346394-009<br>PC 3 |                    | Popcorn Ceiling, White             | No                   | None Detected        | Carbonates<br>Perlite<br>Non-Fibrous Binder/Filler 100%                                                                           |
| 0346394-010<br>WG 1 |                    | Window Glaze, Green/ White         | No                   | None Detected        | Talc 1%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 99%                                                                  |



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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0346394**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

|               |                         |                |                                                        |
|---------------|-------------------------|----------------|--------------------------------------------------------|
| Client:       | ACM ABATEMENT LLC       | Job# / P.O. #: |                                                        |
| Address:      | 1560 FIELDSTONE ROAD SW | Date Received: | 02/18/2026                                             |
|               | PEQUOT LAKES, MN 56472  | Date Analyzed: | 02/20/2026                                             |
| Collected:    | 02/12/2026              | Date Reported: | 02/20/2026                                             |
| Project Name: | 213 S 5TH ST            | Submitted By:  | TYLER STEELE                                           |
| Address:      |                         | Collected By:  |                                                        |
|               |                         | EPA Method:    | App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116 |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                             |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|--------------------------------------------------------------------------|
| 0346394-011<br>WG 2 |                    | Window Glaze, Brown/ White         | No                   | None Detected        | Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 100%                   |
| 0346394-012<br>WG 3 |                    | Window Glaze, Brown/ White         | No                   | None Detected        | Wollastonite 1%<br>Carbonates<br>Quartz<br>Non-Fibrous Binder/Filler 99% |



Analyst - Matt Kettler



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. This report is for the exclusive use of the addressed client and will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of sixty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method(s) for asbestos. The Client/Customer supplies the following information for this report: The Project Name, Address, Collection Date/Time, Sample Collector, Job/PO Number, Client Sample Identification and Sample Location. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

INVOICE

ACM ABATEMENT  
1560 Fieldstone Rd  
Pequot Lakes, MN 56472

acmabatement1@gmail.com  
+1 (218) 546-3115

Bill to  
Paul Skogen  
Hy-tec Construction

Ship to  
Paul Skogen  
Hy-tec Construction

Invoice details  
Invoice no.: 1035  
Terms: Due on receipt  
Invoice date: 02/21/2026  
Due date: 02/21/2026

| #  | Date | Product or service | Description | Qty | Rate    | Amount   |
|----|------|--------------------|-------------|-----|---------|----------|
| 1. |      | Asbestos Sample    |             | 10  | \$28.00 | \$280.00 |
| 2. |      | Shipping           |             | 1   | \$60.00 | \$60.00  |
| 3. |      | Labor              |             | 0.5 | \$95.00 | \$47.50  |

Total \$387.50

Ways to pay



02/21/2026

View and pay

## ESTIMATE

### ACM ABATEMENT

1560 Fieldstone Rd  
Pequot Lakes, MN 56472

acmabatement1@gmail.com

+1 (218) 546-3115

#### Bill to

Paul Skogen  
Hy-tec Construction

#### Ship to

Paul Skogen  
Hy-tec Construction

#### Estimate details

Estimate no.: 1025

Estimate date: 03/04/2026

| #   | Date | Product or service              | Description                                | Qty | Rate     | Amount     |
|-----|------|---------------------------------|--------------------------------------------|-----|----------|------------|
| 1.  |      | <b>Asbestos Abatement Labor</b> | 195sqft floor tile and encapsulating paint | 195 | \$ 12.51 | \$2,439.30 |
| 2.  |      | <b>4 mil poly</b>               |                                            | 1   | \$125.65 | \$125.65   |
| 3.  |      | <b>Asbestos Bags</b>            |                                            | 10  | \$1.95   | \$19.50    |
| 4.  |      | <b>Asbestos Waste</b>           |                                            | 1   | \$175.00 | \$175.00   |
| 5.  |      | <b>Decon Set-up</b>             |                                            | 1   | \$450.00 | \$450.00   |
| 6.  |      | <b>Fiberlock</b>                |                                            | 1   | \$85.00  | \$85.00    |
| 7.  |      | <b>Gloves</b>                   |                                            | 2   | \$5.50   | \$11.00    |
| 8.  |      | <b>Tyvek Suits</b>              |                                            | 2   | \$18.00  | \$36.00    |
| 9.  |      | <b>Mask filters</b>             |                                            | 2   | \$25.00  | \$50.00    |
| 10. |      | <b>Negative Air Machine</b>     |                                            | 1   | \$150.00 | \$150.00   |
| 11. |      | <b>Portable Shower</b>          |                                            | 1   | \$150.00 | \$150.00   |
| 12. |      | <b>poly tape</b>                |                                            | 3   | \$13.50  | \$40.50    |
| 13. |      | <b>permit</b>                   |                                            | 1   | \$175.00 | \$175.00   |

**Total**

**\$3,906.95**

Accepted date

Accepted by



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Construction Agreement - TH 210 Reconstruction Project Detours

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Adopt Resolution

**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 Construction Agreement for the upcoming TH 210/Washington Street Reconstruction project. The agreement is for compensation to the City for utilization of local routes as detour routes during construction. As a reminder, the streets that are planned for use at some point during the project are as follows:

- Oak Street
- 10th Ave NE
- S. 8th Street
- College Drive

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

Using the "Gas Tax Method" formula, the amount is based on several factors including traffic volumes, length, and duration. The total amount included in the agreement is \$46,117.75. Any bituminous patching or ordinary maintenance of these routes during use as a detour would be performed by MnDOT.

## **RECOMMENDED ACTION/MOTION**

Motion to adopt resolution approving the Construction Agreement No. 1062428 for use of city streets as detour routes during the TH 210 Reconstruction Project.

## **FINANCIAL IMPACT**

\$46,117.75

Date: February 26, 2026

Jesse Dehn  
Brainerd City Engineer  
501 Laurel St.  
Brainerd, MN 56401

**RECEIVED**

**MAR 04 2026**

**CITY OF BRAINERD  
ADMINISTRATION**

RE: Proposed Const. Agreement No. **1062428**  
City of Brainerd  
S.P. 1805-80 (T.H. 210=002)  
State Funds  
State cost compensation for road life Consumed by the T.H. 210 detour.

Dear Mr. Dehn:

Transmitted herewith is a proposed agreement with the City of Brainerd. This agreement provides for payment by the State to the City for road life consumed on Oak St., 10th Ave. NE, 8th St. and W. College Dr. used as a Temporary Trunk Highway detour.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document, and all parties must sign in succession on the same document. The City Council's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

**Scott Zeidler**

Digitally signed by Scott Zeidler  
Date: 2026.02.26 11:30:27 -06'00'

Scott Zeidler  
Engineering Specialist Senior

Enc. Proposed Agreement (1)  
Resolution (1)

cc: CoopAgreements.DOT@state.mn.us  
File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF BRAINERD  
DETOUR AGREEMENT  
For Trunk Highway No. 210 Detour**

|                              |                |                            |
|------------------------------|----------------|----------------------------|
| State Project Number (S.P.): | <u>1805-80</u> | Original Amount Encumbered |
| Trunk Highway Number (T.H.): | <u>210=002</u> | <u>\$46,117.75</u>         |

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

**Recitals**

1. The State is about to perform grading, milling, surfacing and lighting construction upon, along, and adjacent to Trunk Highway No. 210 from Baxter Drive to Pine Shores Road under State Project No. 1805-80 (T.H. 210=002); and
2. The State requires a detour to carry T.H. 210 traffic on Oak Street, 10th Avenue (Ave.) Northeast, 8th Street (St.) and West College Drive (Dr.) during the construction; and
3. The State is willing to reimburse the City for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement; Incorporation of Exhibits**

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1. Detour.**

- A. Location.** The State will establish the T.H. 210 detour route on the following City street(s) as detailed in the project plans or Special Provisions:
  - Stage 0 – Oak St. for a total distance of 1.58 miles.
  - Stage 1 – 10th Ave. NE for a total distance of 0.25 miles.
  - Stage 2A – Oak St. (EB) for a total distance of 2.1 miles.
  - Stage 2A – Oak St (WB) & 8th for a total distance of 2.32 miles.
  - Stage 3A & 3B – W. College Dr. for a total distance of 1.33 miles.
  - Stage 3C – W. College Dr. & Oak St. for a total distance of 1.86 miles.

Stage 4 – Oak St. for a total distance of 0.53 miles.

Stage 5 – Oak St. for a total distance of 1.58 miles.

- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Detour Maintenance.*** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the City streets used for the detour, at no cost or expense to the City. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the City.
- F. *Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2. *Basis of State Cost (Road Life Consumed).*** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B.** The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

**3.1. *For Road Life Consumed.*** \$46,117.75 is the State's estimated cost for the road life consumed by the detour based on the data below:

| <u>Stage</u> | <u>Tax Factor</u> | <u>ADT</u> | <u>Road Length<br/>(Miles)</u> | <u>Duration (Days)</u> | <u>Cost</u> |
|--------------|-------------------|------------|--------------------------------|------------------------|-------------|
| Stage 0      | 0.00513           | 5754       | 1.58                           | 22                     | \$1,026.05  |
| Stage 1      | 0.00513           | 23740      | 0.25                           | 107                    | \$3,257.78  |



| <u>Stage</u>               | <u>Tax Factor</u> | <u>ADT</u> | <u>Road Length<br/>(Miles)</u> | <u>Duration (Days)</u> | <u>Cost</u>        |
|----------------------------|-------------------|------------|--------------------------------|------------------------|--------------------|
| Stage 2A                   | 0.00513           | 13185      | 2.10                           | 62                     | \$8,806.60         |
| Stage 2A                   | 0.00513           | 13854      | 2.32                           | 62                     | \$10,222.86        |
| Stage 3A & 3B              | 0.00513           | 26541      | 1.33                           | 85                     | \$15,392.36        |
| Stage 3C                   | 0.00513           | 26541      | 1.86                           | 8                      | \$2,025.99         |
| Stage 4                    | 0.00513           | 22032      | 0.53                           | 65                     | \$3,893.68         |
| Stage 5                    | 0.00513           | 5754       | 1.58                           | 32                     | \$1,492.43         |
| Road Life Consumed Amount: |                   |            |                                |                        | <u>\$46,117.75</u> |

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2. Maximum Obligation.** \$120,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3. Conditions of Payment.** The State will pay the City the State's total road life consumed payment amount after performing the following conditions.
- A. Execution of this Agreement and the City's receipt of the executed Agreement.
  - B. State's encumbrance of the State's total payment amount.
  - C. State's removal of all detour signs.
  - D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
  - E. State's receipt of a written request from the City for payment.

#### **4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the city streets used as a T.H. 210 detour to as good of condition as they were before designation as temporary trunk highways.

#### **5. Authorized Representatives**

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

##### **5.1. The State's Authorized Representative will be:**

Name, Title: Scott Zeidler, Engineering Specialist Senior – Materials (or successor)  
Address: 7694 Industrial Park Road, Baxter, MN 56425  
Telephone: 218-828-5800  
E-Mail: scott.zeidler@state.mn.us

##### **5.2. The City's Authorized Representative will be:**

Name, Title: Jesse Dehn, Brainerd City Engineer (or successor)  
Address: 501 Laurel Street, Brainerd, MN 56401  
Telephone: 218-454-3411  
E-Mail: jdehn@ci.brainerd.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

**8. State Audits**

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

**9. Government Data Practices**

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

**10. Governing Law; Jurisdiction; Venue**

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

**11. Termination; Suspension**

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written

or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

- 11.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

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

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: 3000867148

**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: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

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

## CITY OF BRAINERD

### RESOLUTION

IT IS RESOLVED that the City of Brainerd enter into MnDOT Agreement No. 1062428 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use of Oak St., 10th Avenue Northeast, 8th Street and West College Drive as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from Baxter Drive to Pine Shores Road under State Project No. 1805-80 (T.H. 210=002).

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)

and the \_\_\_\_\_  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

\_\_\_\_\_  
(Type or Print Name)

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



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Resolution - Approving Applications to the Minnesota Public Facilities Authority for 2026 Lead Service Line Replacement Projects

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Adopt Resolution

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

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

## **SUMMARY OF ISSUE**

The Brainerd Public Utilities Commission has entered into professional services agreements with Bolton & Menk to design and administer three galvanized water service line replacement projects scheduled for construction in 2026. The planned projects include:

1. Replacement of galvanized water service lines in coordination with the City's 2026 street reconstruction and resurfacing projects in south and southeast Brainerd.
2. Phase 1 galvanized water service line replacements in northeast Brainerd, focused on portions of Gillis Avenue, 1st Avenue NE, and 2nd Avenue NE.
3. Replacement of galvanized water service lines associated with the City's planned reconstruction of the alley between S 6th Street and S 7th Street from Paul Street to Joseph Street.

The City has been awarded \$2,675,000 in funding for galvanized water service line replacement through the Minnesota Department of Health and the Minnesota Public Facilities Authority. The City is currently listed on the Intended Use Plan (IUP) through the Minnesota Public Facilities Authority for the use of these funds in 2026.

As part of the design and funding application process, the Brainerd City Council and the Public Utilities Commission are being presented with this resolution to authorize submission of the required funding applications to the Minnesota Public Facilities Authority.

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

The resolution before the City Council this evening authorizes staff and Bolton & Menk to submit the funding applications required to obtain reimbursement for project-related expenses associated with the three galvanized water service line replacement projects. Eligible expenses include engineering and

construction costs, up to the total Intended Use Plan (IUP) funding amount of \$2,675,000 available through the Minnesota Public Facilities Authority.

The resolution identifies the three projects included in the IUP, as described above, and includes the necessary language affirming the City's legal authority to apply for the funding and its financial, technical, and managerial capacity to ensure proper construction, operation, and maintenance of the improvements throughout their useful life.

Following completion of the funding applications and execution of the required certifications, the projects will be advertised for bidding and constructed during the 2026 construction season. Reimbursement will be requested through forms provided by the Minnesota Public Facilities Authority for all eligible project expenses, including engineering and construction costs, up to a maximum of \$25,000 per service line replacement.

#### **RECOMMENDED ACTION/MOTION**

Motion to adopt resolution approving submission of the applications to the Minnesota Public Facilities Authority for lead service line replacement projects and authorizing staff to proceed with the funding application process.

#### **FINANCIAL IMPACT**

The City is currently listed on the Intended Use Plan (IUP) through the Minnesota Public Facilities Authority for a total grant amount of \$2,675,000, which is anticipated to cover all engineering and construction costs associated with the City's 2026 galvanized water service line replacement program.

**RESOLUTION**

**XX:26**

**RESOLUTION APPROVING APPLICATIONS TO THE MN PUBLIC FACILITIES AUTHORITY FOR  
LEAD SERVICE LINE REPLACEMENT PROJECTS.**

WHEREAS, the City of Brainerd is hereby applying to the Minnesota Public Facilities Authority for a loan and/or grant from the Drinking Water Revolving Fund for three lead service line replacement projects as described in the applications; and

WHEREAS, the City of Brainerd estimates the MPFA-Financed amount to be \$2,657,000 or the as-bid cost of the projects; and

WHEREAS, the City of Brainerd has the legal authority to apply for the loan and/or grant, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its designed life.

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

1. The Brainerd City Council does hereby approve submittal of Drinking Water Revolving Fund Applications to the MN Public Facilities Authority for the following projects:
  - a. Southside Phase 1 Lead Service Line Replacement Project.
  - b. Northeast Lead Service Line Replacement Project.
  - c. Alley between S 6<sup>th</sup> Street and S 7<sup>th</sup> Street from Paul Street to Joseph Street Lead Service Line Replacement Project.

Adopted this \_\_\_ day of \_\_\_\_\_ 2026

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

Approved this \_\_\_ day of \_\_\_\_\_ 2026

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

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





# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Promotion - Deputy Police Chief Anthony Runde to Police Chief

**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**

The Council recently accepted Police Chief John Davis retirement notice and authorized Staff to conduct an internal hiring process. One application was received from Deputy Police Chief Anthony Runde. Staff recommends promoting Mr. Runde to the Police Chief position effective May 1, 2026, at Step 1 of the Police Chief Wage Grid (\$63.48 per hour). In addition, Staff requests that Council authorize Staff to begin the internal hiring process to backfill the Deputy Police Chief 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 approve the promotion of Anthony Runde to Police Chief effective May 1, 2026, at Step 1 of the Police Chief Wage Grid (\$63.48 per hour); to approve the updated Deputy Police Chief job description as presented; and to authorize Staff to begin the internal hiring process to backfill the Deputy Police Chief position.

## **FINANCIAL IMPACT**



## Deputy Police Chief

Department: -Police

FLSA Status:- Exempt

### General Definition of Work

Perform~~##~~ difficult professional work assisting with planning, organizing and directing police operations, overseeing officer misconduct investigations, community relations and communication function, ensuring that laws, regulations and procedures are followed, coordinating activities with the Police Chief, and related work as apparent or assigned. ~~##Work is performed under the general direction of the Police Chief.##~~Assists the Police Chief in general and administrative supervision over all Police Department employees either directly \*or indirectly through subordinate supervisory staff.\*# ~~or through supervisory staff.##~~\*The Deputy Police Chief shall report to the Police Chief.\*

### 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

- Assist~~##~~ with the Police ~~\*D\*##~~department administration; assumes responsibilities and Incident Command in the absence of the Police Chief.
- Assist~~##~~ in formulating and implementing department policy, procedures, rules, regulations and programs.
- Plan~~##~~, organize~~##~~, direct~~##~~, supervise~~##~~ and evaluate~~##~~ department activities and personnel.
- Assist~~##~~ Police Chief in preparing and administering department budget; approves expenditures.
- Establish~~##~~ policies and maintain~~##~~ quality control and consistent performance in department supervisors.
- Perform~~##~~ background investigations for police department and other city agencies.
- Oversee~~##~~ community service officer hiring and training.
- Direct~~##~~ and oversee~~##~~ officer misconduct investigation and discipline.
- Coordinate~~##~~ activities with other city and county departments, law enforcement agencies and community organizations.
- Serve~~##~~ as a representative on various boards and committees.
- Direct~~##~~ record~~##~~ maintenance documenting police department activities; assists in preparing investigation materials for review by the County Attorney's Office.
- Attend~~##~~ state, local and national conferences and public meetings; make~~##~~ presentations and ~~##acts##~~\*act\* as departmental spokesperson as directed.
- Review~~##~~ officer activities periodically.
- Supervise~~##~~ maintenance of records and materials associated with department activities or administration.
- Coordinate~~##~~ and ~~##cooperates##~~\*cooperate\* with other public safety agencies.
- Perform~~##~~ Deputy Coroner functions at initial death scene investigations when required.

- Evaluate~~##~~ potential projects, programs, and services to determine feasibility and impact on department operations and makes recommendations to Police Chief.
- Respond~~##~~ to concerns, issues, complaints, and questions from the public and employees; mediates disputes and ~~##~~~~resolves##~~~~resolve\*~~ issues as appropriate.
- Oversee~~##~~ Department training program to ensures 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.

## Deputy Police Chief

### Page 2

#### Essential Functions (Continued)

- Coordinates assignment of staff to special functions and projects.
- Prepare ~~##~~ and review ~~##~~ crime and accident reports and activity and ~~analyzes~~ ~~\*analyze\*~~ data for trends throughout the City.
- Manage ~~s##~~ major crime scenes and police activities; supervise ~~s##~~ internal police investigations.
- Perform ~~s##~~ all police officer duties.
- Perform ~~s~~ ~~related tasks~~ ~~\*other duties as assigned\*~~ ~~## 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.
- 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 field.- Bachelor's degree preferred.
- Minimum of five (5) years of seniority with the Agency is required.
- 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

This work 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 regularly requires speaking or hearing, frequently requires sitting and using hands to finger, handle or feel 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 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, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to toxic or caustic chemicals, 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: ~~\*March\*~~~~#January 1#~~~~\*10\*~~, 20~~#18#~~~~\*26\*~~



## Deputy Police Chief

Department: Police

FLSA Status: Exempt

### **General Definition of Work**

Perform difficult professional work assisting with planning, organizing and directing police operations, overseeing officer misconduct investigations, community relations and communication function, ensuring that laws, regulations and procedures are followed, coordinating activities with the Police Chief, and related work as apparent or assigned. Assists the Police Chief in general and administrative supervision over all Police Department employees either directly or indirectly through subordinate supervisory staff. The Deputy Police Chief shall report to the Police Chief.

### **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**

- Assist with the Police Department administration; assume responsibilities and Incident Command in the absence of the Police Chief.
- Assist in formulating and implementing department policy, procedures, rules, regulations and programs.
- Plan, organize, direct, supervise and evaluate department activities and personnel.
- Assist Police Chief in preparing and administering department budget; approves expenditures.
- Establish policies and maintain quality control and consistent performance in department supervisors.
- Perform background investigations for police department and other city agencies.
- Oversee community service officer hiring and training.
- Direct and oversee officer misconduct investigation and discipline.
- Coordinate activities with other city and county departments, law enforcement agencies and community organizations.
- Serve as a representative on various boards and committees.
- Direct record maintenance documenting police department activities; assist in preparing investigation materials for review by the County Attorney's Office.
- Attend state, local and national conferences and public meetings; make presentations and act as departmental spokesperson as directed.
- Review officer activities periodically.
- Supervise maintenance of records and materials associated with department activities or administration.
- Coordinate and cooperate with other public safety agencies.
- Perform Deputy Coroner functions at initial death scene investigations when required.
- Evaluate potential projects, programs, and services to determine feasibility and impact on department operations and make recommendations to Police Chief.
- Respond to concerns, issues, complaints, and questions from the public and employees; mediates disputes and resolve issues as appropriate.
- Oversee Department training program to ensures 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.

# Deputy Police Chief

## Page 2

### **Essential Functions (Continued)**

- Coordinates assignment of staff to special functions and projects.
- 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.
- Perform 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 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 includes problem solving and decision making.

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

- Associates/Technical degree with coursework in law enforcement, criminal justice, or related field. Bachelor's degree preferred.
- Minimum of five (5) years of seniority with the Agency is required.
- 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**

This work 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 regularly requires speaking or hearing, frequently requires sitting and using hands to finger, handle or feel 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 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, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to toxic or caustic chemicals, 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: March 10, 2026**



# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** MnDNR Outdoor Recreation Grant Application - Memorial Park Playground Replacement

**AGENDA:** P&F 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 authorization to apply for the MnDNR Outdoor Recreation Grant for the planned replacement of the Memorial Park playground in 2026. The grant program is a 1:1 matching program. There is currently \$100,000 in capital funds allocated to the project. Staff is looking to apply for an additional \$100,000 through the program. This will also be on the March 24th Park Board agenda for approval.

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

Staff is currently preparing the application. A link to the application can be found [here](#).

## **RECOMMENDED ACTION/MOTION**

Motion to authorize staff to apply for the MnDNR Outdoor Recreation grant program for the Memorial Park playground replacement not to exceed the amount of \$100,000.

## **FINANCIAL IMPACT**

N/A





# City Council Agenda Request

**MEETING DATE:** March 16, 2026

**TITLE OF ITEM:** Resolution - Approve Plans/Specs and Authorize Bidding - Imp 25-05 - Southeast Brainerd Reconstruction Project

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

**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 request is a resolution that approves the plans and specifications and authorizes advertisement for bids for Improvement 25-05 - Southeast Brainerd Reconstruction Project. Streets included in the project are as follows:

- 17th Street SE - Oak Street to Laurel Street
- 18th Street SE - Oak Street to Laurel Street
- 19th Street SE - Oak Street to Dead End
- Norwood Street - 17th Street SE to 19th Street SE
- Maple Street - 17th Street SE to 19th Street SE

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

Improvement 25-05 is the reconstruction of the above referenced streets, including bituminous pavement, curb and gutter, concrete sidewalk, gravel base, watermain and water service replacement, sanitary sewer main and service replacements, storm sewer replacement, and other miscellaneous related work.

Attached to this item is the Engineer's Estimate and cover sheet for the plans. The current estimate, including engineering costs and a 10% contingency, is a total of \$3,525,134.25. Staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

## **RECOMMENDED ACTION/MOTION**

Motion to adopt resolution approving plans and specifications, and ordering advertisement for bids for Improvement 25-05.

## **FINANCIAL IMPACT**

N/A

**R E S O L U T I O N**  
**NO. \_\_\_\_\_**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS,  
AND AUTHORIZING ADVERTISEMENT FOR BIDS  
IMPROVEMENT 25-05 – 2026 SOUTH BRAINERD RECONSTRUCTION PROJECT**

WHEREAS, the City Council adopted the 20th day of October, 2025, fixed a date for a Council hearing on the 2026 South Brainerd Reconstruction Project, to consider the making of improvements on:

Street Reconstruction

17th Street SE – Oak Street to Laurel Street  
18th Street SE – Oak Street to Laurel Street  
19th Street SE – Oak Street to Dead End  
Norwood Street – 17th Street SE to 19th Street SE  
Maple Street – 17th Street SE to 19th Street SE

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 17th day of November 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement was ordered as proposed in the Council resolution adopted November 17, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Plans and specifications prepared by Bolton & Menk, Inc., consulting engineer for such improvement pursuant to council resolution, a copy of which plans and specifications is attached hereto and made a part hereof, are hereby approved and shall be filed with the city administrator.

The City Administrator shall prepare and cause to be inserted at least three weeks in the official City newspaper and in relevant industry publications an advertisement for bids for the making of said improvements under said approved plans and specifications. Bids will be publicly opened for consideration by the City Administrator, not less than three weeks after the first publication of the advertisement. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a bid bond payable to the City for five (5) percent of the amount of the bid.

5. The City reasonably expects to reimburse the expenditures made for certain costs of the improvement/project from the proceeds of tax-exempt bonds or other obligations in an estimated maximum principal amount of \$\_\_\_\_\_.

Adopted this 16<sup>th</sup> day of March 2026

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MIKE O'DAY  
President of the Council

Adopted this 17<sup>th</sup> day of March 2026

---

DAVE BADEAUX  
Mayor

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

BRAINERD, MN  
CONSTRUCTION PLANS FOR  
2026 SE RECONSTRUCTION PROJECT

SANITARY SEWER, STORM SEWER, WATERMAIN, GRADING, AGGREGATE BASE, CURB & GUTTER  
AND BITUMINOUS PAVING

MARCH, 2026

RESOURCE LIST

CITY OF BRAINERD, MN

City Hall  
501 Laurel St  
Brainerd, MN 56401  
(218) 828-2307

City Administrator:  
Nicholas Broyles

Mayor: Dave Badeaux

City Council Members:  
Tad Erickson  
Kevin Stunek  
Kelly Bevans  
Jeff Czeckok  
Kevin Yeager  
Mike O'Day  
Gabe Johnson

Public Works Director:  
Mike Habighorst  
(218) 454-3410

City Engineer:  
Jessie Dehn  
501 Laurel St.  
Brainerd, MN 56401  
(218) 513-0172

UTILITIES

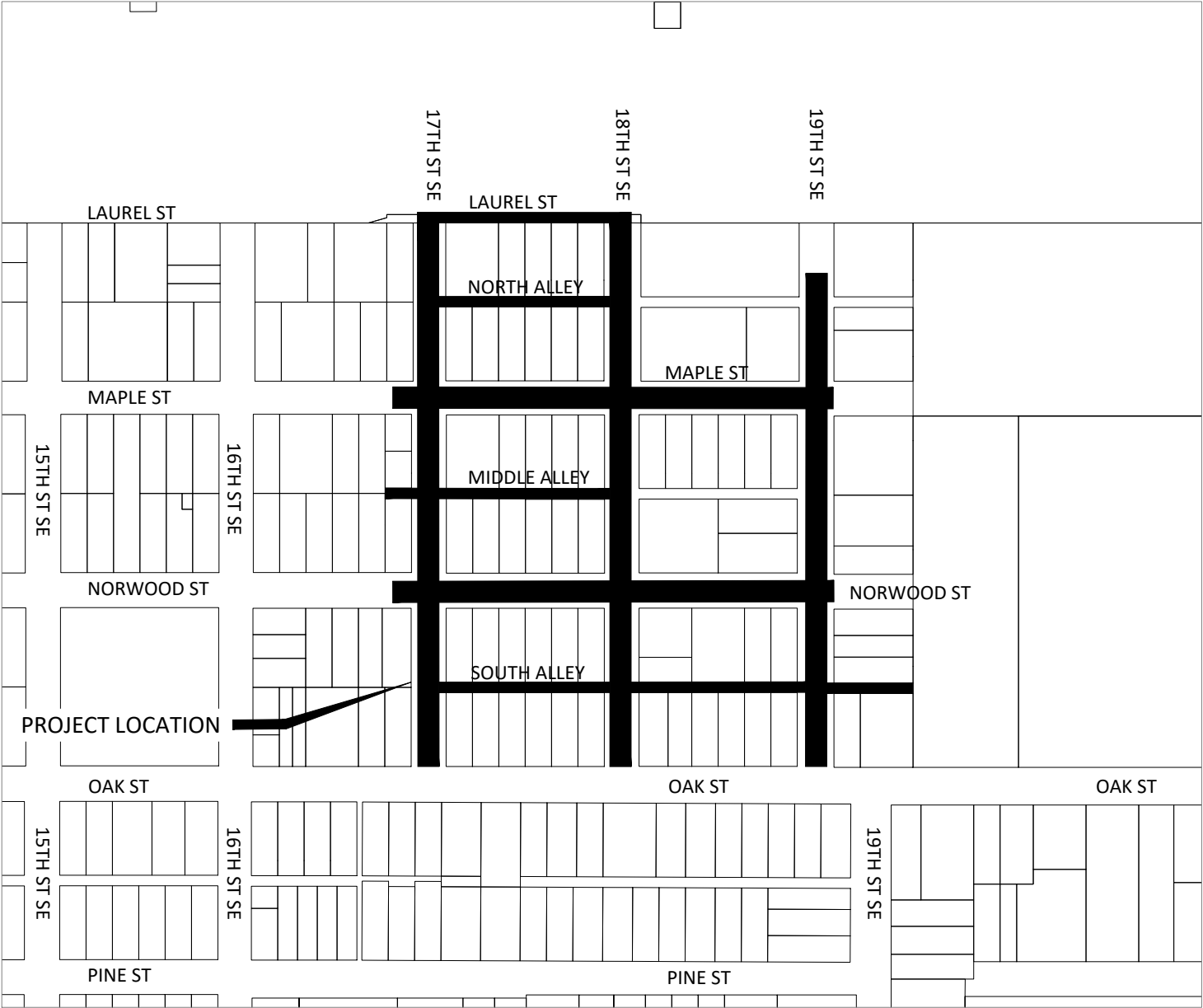
GAS  
Centerpoint Energy  
Mario Gilland  
(612) 322-0546  
mario.m.gilland@centerpointenergy.com

TELEPHONE  
Consolidated Telephone Company  
Eddie Dolezal, Asst. Network Engr  
(218) 232-3924  
eddie@gocctc.com  
eddie.dolezal@ctctelcom.com

Charter Communication / Spectrum  
Mark Peterson  
mark.peterson2@charter.com

Lumen (Formerly Century Link)  
Brad Morris  
(763) 923-8949  
brad.morris@lumen.com

ELECTRIC + WATER  
Public Utilities Director  
Paul Sandy  
(218) 825-3220  
8027 Highland Scenic Rd  
Baxter, MN 56425



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 LEGEND

- PROJECT LIMITS
- BID LOCATION

SHEET NUMBER

SHEET TITLE

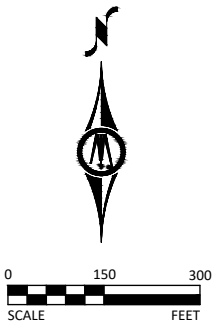
GENERAL

- G0.01 - G0.02 TITLE SHEET, LEGEND, GENERAL NOTES
- G1.01 STATEMENT OF ESTIMATED QUANTITIES

CIVIL

- C0.01 - C0.20 EXISTING CONDITIONS, UTILITY COORDINATION, REMOVALS PLAN
- C1.01 - C1.14 PHASING PLAN, TABLES, TYPICAL SECTIONS, DETAILS
- C2.01 - C2.12 SWPPP, EROSION CONTROL PLAN
- C3.01 GRADING PLAN
- C4.01 - C4.13 SANITARY SEWER & WATER PLAN & PROFILE
- C5.01 - C5.02 STORM SEWER PLAN & PROFILE
- C6.01 - C6.23 STREET PLAN & PROFILE, INTERSECTION DETAILS, PEDESTRIAN RAMP DETAILS
- C7.01 TRAFFIC CONTROL
- C8.01 - C8.19 CROSS SECTIONS

THIS PLAN SET CONTAINS 108 SHEETS.



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



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 |
| ASJ, BJD         |     |            |      |
| DRAWN            |     |            |      |
| MOE              |     |            |      |
| CHECKED          |     |            |      |
| AAB              |     |            |      |
| CLIENT PROJ. NO. |     |            |      |
| 25X141729        |     |            |      |

CITY OF BRAINERD, MINNESOTA  
2026 SE RECONSTRUCTION PROJECT  
TITLE SHEET

SHEET

G0.01

## ENGINEER'S ESTIMATE

2026 SE RECONSTRUCTION PROJECT  
CITY PROJECT NO.  
CITY OF BRAINERD, MN  
BMI PROJECT NO. 25X.141729.000



Real People. Real Solutions.

Date: 3/11/2026

| Item No. | MnDOT Spec No. | Item                                     | Notes  | Estimated Quantity | Unit     | Unit Price   | Total Amount |
|----------|----------------|------------------------------------------|--------|--------------------|----------|--------------|--------------|
| BASE BID |                |                                          |        |                    |          |              |              |
| 1        | 2021.501       | MOBILIZATION                             |        | 1                  | LUMP SUM | \$160,000.00 | \$160,000.00 |
| 2        | 2101.502       | CLEARING                                 |        | 5                  | EACH     | \$550.00     | \$2,750.00   |
| 3        | 2101.502       | GRUBBING                                 |        | 39                 | EACH     | \$550.00     | \$21,450.00  |
| 4        | 2101.505       | GRUBBING                                 |        | 0.06               | ACRE     | \$10,000.00  | \$600.00     |
| 5        | 2104.502       | REMOVE HYDRANT                           |        | 3                  | EACH     | \$500.00     | \$1,500.00   |
| 6        | 2104.502       | REMOVE GATE VALVE & BOX                  |        | 8                  | EACH     | \$300.00     | \$2,400.00   |
| 7        | 2104.502       | REMOVE DRAINAGE STRUCTURE (STORM)        |        | 18                 | EACH     | \$1,000.00   | \$18,000.00  |
| 8        | 2104.502       | REMOVE MANHOLE (SANITARY)                |        | 8                  | EACH     | \$1,000.00   | \$8,000.00   |
| 9        | 2104.502       | REMOVE SIGN                              |        | 1                  | EACH     | \$80.00      | \$80.00      |
| 10       | 2104.502       | SALVAGE SIGN                             |        | 15                 | EACH     | \$80.00      | \$1,200.00   |
| 11       | 2104.502       | SALVAGE MAIL BOX                         |        | 24                 | EACH     | \$100.00     | \$2,400.00   |
| 12       | 2104.502       | SALVAGE LIGHTING UNIT                    | 5      | 1                  | EACH     | \$1,000.00   | \$1,000.00   |
| 13       | 2104.503       | REMOVE WATER MAIN                        | 18     | 3951               | LIN FT   | \$5.00       | \$19,755.00  |
| 14       | 2104.503       | REMOVE SEWER PIPE (STORM)                | 18     | 733                | LIN FT   | \$15.00      | \$10,995.00  |
| 15       | 2104.503       | REMOVE SEWER PIPE (SANITARY)             | 18     | 2130               | LIN FT   | \$8.00       | \$17,040.00  |
| 16       | 2104.503       | REMOVE CURB & GUTTER                     |        | 7943               | LIN FT   | \$8.00       | \$63,544.00  |
| 17       | 2104.503       | REMOVE GUTTER                            |        | 185                | LIN FT   | \$8.00       | \$1,480.00   |
| 18       | 2104.503       | SALVAGE FENCE                            |        | 110                | LIN FT   | \$50.00      | \$5,500.00   |
| 19       | 2104.503       | SALVAGE RETAINING WALL                   |        | 75                 | LIN FT   | \$50.00      | \$3,750.00   |
| 20       | 2104.503       | SALVAGE METAL RAILING                    |        | 5                  | LIN FT   | \$100.00     | \$500.00     |
| 21       | 2104.504       | REMOVE BITUMINOUS PAVEMENT               |        | 12149              | SQ YD    | \$3.00       | \$36,447.00  |
| 22       | 2104.504       | SALVAGE LANDSCAPE ROCK                   |        | 8                  | SQ YD    | \$100.00     | \$800.00     |
| 23       | 2104.504       | REMOVE BITUMINOUS DRIVEWAY PAVEMENT      |        | 114                | SQ YD    | \$15.00      | \$1,710.00   |
| 24       | 2104.518       | REMOVE CONCRETE DRIVEWAY PAVEMENT        |        | 327                | SQ YD    | \$15.00      | \$4,905.00   |
| 25       | 2104.518       | REMOVE CONCRETE WALK                     |        | 7008               | SQ FT    | \$3.00       | \$21,024.00  |
| 26       | 2105.607       | EXCAVATION - MUCK (EV)                   | 9      | 926                | CU YD    | \$30.00      | \$27,780.00  |
| 27       | 2106.507       | EXCAVATION - COMMON (P)                  |        | 7337               | CU YD    | \$20.00      | \$146,740.00 |
| 28       | 2106.507       | EXCAVATION - SUBGRADE (EV)               | 1      | 1974               | CU YD    | \$20.00      | \$39,480.00  |
| 29       | 2106.507       | COMMON EMBANKMENT (LV)                   |        | 2362               | CU YD    | \$45.00      | \$106,290.00 |
| 30       | 2106.507       | SELECT GRANULAR EMBANKMENT (CV)          | 1      | 1974               | CU YD    | \$30.00      | \$59,220.00  |
| 31       | 2108.504       | GEOTEXTILE FABRIC TYPE 10                | 1      | 2251               | SQ YD    | \$4.00       | \$9,004.00   |
| 32       | 2118.507       | AGGREGATE SURFACING (CV) CLASS 5         |        | 535                | CU YD    | \$45.00      | \$24,075.00  |
| 33       | 2123.510       | COMMON LABORERS                          | 2      | 20                 | HOUR     | \$125.00     | \$2,500.00   |
| 34       | 2123.510       | 10 CU YD TRUCK                           | 2      | 10                 | HOUR     | \$200.00     | \$2,000.00   |
| 35       | 2123.610       | 1.5 CU YD BACKHOE                        | 2      | 10                 | HOUR     | \$250.00     | \$2,500.00   |
| 36       | 2123.610       | SKID LOADER                              | 2      | 10                 | HOUR     | \$200.00     | \$2,000.00   |
| 37       | 2130.523       | WATER                                    | 14     | 150                | M-GAL    | \$50.00      | \$7,500.00   |
| 38       | 2211.507       | AGGREGATE BASE (CV) CLASS 5 (P)          |        | 2956               | CU YD    | \$38.00      | \$112,328.00 |
| 39       | 2231.604       | BITUMINOUS PATCH SPECIAL (DRIVEWAYS)     | 3      | 117                | SQ YD    | \$55.00      | \$6,435.00   |
| 40       | 2360.509       | TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) |        | 3790               | TON      | \$80.00      | \$303,200.00 |
| 41       | 2411.502       | CONCRETE FLUME                           |        | 2                  | EACH     | \$1,500.00   | \$3,000.00   |
| 42       | 2411.603       | CONCRETE STEPS-DESIGN SPECIAL            | 10     | 75                 | LIN FT   | \$150.00     | \$11,250.00  |
| 43       | 2451.507       | COARSE AGGREGATE BEDDING (LV)            | 12, 13 | 1744               | CU YD    | \$40.00      | \$69,760.00  |
| 44       | 2502.502       | 4" PVC PIPE DRAIN CLEANOUT               |        | 4                  | EACH     | \$500.00     | \$2,000.00   |
| 45       | 2503.503       | 12" RC PIPE SEWER DES 3006 CL IV         |        | 422                | LIN FT   | \$75.00      | \$31,650.00  |
| 46       | 2503.503       | 15" RC PIPE SEWER DES 3006 CL III        |        | 321                | LIN FT   | \$85.00      | \$27,285.00  |
| 47       | 2503.503       | 8" PVC PIPE SEWER, SDR 35                |        | 2461               | LIN FT   | \$70.00      | \$172,270.00 |
| 48       | 2503.601       | TEMPORARY BYPASS PUMPING                 |        | 1                  | LUMP SUM | \$20,000.00  | \$20,000.00  |
| 49       | 2503.601       | DEWATERING                               |        | 1                  | LUMP SUM | \$50,000.00  | \$50,000.00  |

## ENGINEER'S ESTIMATE

2026 SE RECONSTRUCTION PROJECT  
CITY PROJECT NO.  
CITY OF BRAINERD, MN  
BMI PROJECT NO. 25X.141729.000



Real People. Real Solutions.

Date: 3/11/2026

| Item No. | MnDOT Spec No. | Item                                      | Notes | Estimated Quantity | Unit     | Unit Price  | Total Amount |
|----------|----------------|-------------------------------------------|-------|--------------------|----------|-------------|--------------|
| 50       | 2503.603       | 4" PVC SANITARY SERVICE PIPE, SDR 26      |       | 770                | LIN FT   | \$50.00     | \$38,500.00  |
| 51       | 2503.602       | 8"x4" PVC WYE                             |       | 48                 | EACH     | \$1,000.00  | \$48,000.00  |
| 52       | 2503.602       | CONNECT TO EXISTING STORM SEWER (PIPE)    |       | 4                  | EACH     | \$2,500.00  | \$10,000.00  |
| 53       | 2503.602       | CONNECT TO EXISTING SANITARY SEWER (PIPE) |       | 6                  | EACH     | \$3,500.00  | \$21,000.00  |
| 54       | 2504.602       | CONNECT TO EXISTING WATERMAIN             |       | 5                  | EACH     | \$3,000.00  | \$15,000.00  |
| 55       | 2504.602       | HYDRANT 9' BURY                           |       | 1                  | EACH     | \$8,000.00  | \$8,000.00   |
| 56       | 2504.602       | HYDRANT 9.5' BURY                         |       | 1                  | EACH     | \$8,500.00  | \$8,500.00   |
| 57       | 2504.602       | HYDRANT 10' BURY                          |       | 4                  | EACH     | \$9,000.00  | \$36,000.00  |
| 58       | 2504.602       | 6" GATE VALVE AND BOX                     |       | 22                 | EACH     | \$3,200.00  | \$70,400.00  |
| 59       | 2504.602       | 1" CORPORATION STOP                       |       | 52                 | EACH     | \$900.00    | \$46,800.00  |
| 60       | 2504.602       | 1" CURB STOP & BOX                        |       | 52                 | EACH     | \$900.00    | \$46,800.00  |
| 61       | 2504.603       | 1" TYPE PE PIPE                           |       | 1562               | LIN FT   | \$40.00     | \$62,480.00  |
| 62       | 2504.603       | 6" PVC WATERMAIN                          |       | 4212               | LIN FT   | \$70.00     | \$294,840.00 |
| 63       | 2504.604       | 4" POLYSTYRENE INSULATION                 |       | 40                 | SQ YD    | \$50.00     | \$2,000.00   |
| 64       | 2504.604       | TEMPORARY WATER SERVICE                   | 6,7   | 1                  | LUMP SUM | \$50,000.00 | \$50,000.00  |
| 65       | 2504.608       | WATERMAIN FITTINGS                        |       | 970                | POUND    | \$21.00     | \$20,370.00  |
| 66       | 2506.502       | ADJUST FRAME & RING CASTING               |       | 2                  | EACH     | \$800.00    | \$1,600.00   |
| 67       | 2506.502       | CASTING ASSEMBLY NEENAH R-1976            |       | 1                  | EACH     | \$750.00    | \$750.00     |
| 68       | 2506.502       | CASTING ASSEMBLY NEENAH R-3067-V          |       | 6                  | EACH     | \$1,200.00  | \$7,200.00   |
| 69       | 2506.502       | CASTING ASSEMBLY NEENAH R-3250-BL         |       | 8                  | EACH     | \$1,200.00  | \$9,600.00   |
| 70       | 2506.502       | CASTING ASSEMBLY NEENAH R-4342            | 4     | 1                  | EACH     | \$2,000.00  | \$2,000.00   |
| 71       | 2506.502       | CASTING ASSEMBLY NEENAH R-1733 (STORM)    |       | 2                  | EACH     | \$1,200.00  | \$2,400.00   |
| 72       | 2506.502       | CASTING ASSEMBLY NEENAH R-1733 (SANITARY) |       | 12                 | EACH     | \$1,200.00  | \$14,400.00  |
| 73       |                | CONSTRUCT DRAINAGE STRUCTURE, R-1 (2'X3') |       | 12.00              | LIN FT   | \$700.00    | \$8,400.00   |
| 74       | 2506.503       | CONSTRUCT DRAINAGE STRUCTURE DES G        |       | 37.96              | LIN FT   | \$700.00    | \$26,572.00  |
| 75       | 2506.503       | CONSTRUCT DRAINAGE STRUCTURE DES 48-4020  |       | 55.72              | LIN FT   | \$800.00    | \$44,576.00  |
| 76       | 2506.503       | CONSTRUCT DRAINAGE STRUCTURE DES 4007     |       | 109.91             | LIN FT   | \$650.00    | \$71,441.50  |
| 77       | 2506.603       | CONSTRUCT 8" INSIDE DROP                  |       | 8                  | LIN FT   | \$500.00    | \$4,000.00   |
| 78       | 2506.602       | SEAL MANHOLE                              | 17    | 14                 | EACH     | \$250.00    | \$3,500.00   |
| 79       | 2511.507       | RANDOM RIPRAP CLASS III                   |       | 16                 | CU YD    | \$100.00    | \$1,600.00   |
| 80       | 2521.518       | 4" CONCRETE WALK                          |       | 10928              | SQ FT    | \$9.00      | \$98,352.00  |
| 81       | 2521.518       | 6" CONCRETE WALK                          | 8     | 1901               | SQ FT    | \$15.00     | \$28,515.00  |
| 82       | 2521.518       | 8" CONCRETE WALK                          |       | 313                | SQ FT    | \$18.00     | \$5,634.00   |
| 83       | 2521.602       | DRILL & GROUT REINF BAR (EPOXY COATED)    |       | 168                | EACH     | \$25.00     | \$4,200.00   |
| 84       | 2531.503       | CONCRETE CURB & GUTTER, DES B618          |       | 7974               | LIN FT   | \$25.00     | \$199,350.00 |
| 85       | 2531.503       | CONCRETE CURB & GUTTER, DES B624          |       | 289                | LIN FT   | \$35.00     | \$10,115.00  |
| 86       | 2531.504       | 6" CONCRETE DRIVEWAY PAVEMENT             |       | 506                | SQ YD    | \$90.00     | \$45,540.00  |
| 87       | 2531.504       | 8" CONCRETE DRIVEWAY PAVEMENT             |       | 186                | SQ YD    | \$105.00    | \$19,530.00  |
| 88       | 2531.504       | 8" CONCRETE VALLEY GUTTER                 |       | 122                | SQ YD    | \$125.00    | \$15,250.00  |
| 89       | 2531.618       | TRUNCATED DOMES                           | 15    | 231                | SQ FT    | \$75.00     | \$17,325.00  |
| 90       | 2540.602       | TEMPORARY MAILBOX                         |       | 1                  | LUMP SUM | \$2,500.00  | \$2,500.00   |
| 91       | 2540.603       | INSTALL METAL RAILING                     |       | 5                  | LIN FT   | \$100.00    | \$500.00     |
| 92       | 2540.603       | INSTALL LANDSCAPE ROCK                    |       | 8                  | SQ YD    | \$150.00    | \$1,200.00   |
| 93       | 2540.604       | INSTALL RETAINING WALL                    |       | 75                 | LIN FT   | \$100.00    | \$7,500.00   |
| 94       | 2545.602       | INSTALL LIGHTING UNIT                     | 5     | 1                  | EACH     | \$2,500.00  | \$2,500.00   |
| 95       | 2557.603       | INSTALL FENCE                             |       | 110                | LIN FT   | \$50.00     | \$5,500.00   |
| 96       | 2563.601       | TRAFFIC CONTROL                           |       | 1                  | LUMP SUM | \$20,000.00 | \$20,000.00  |
| 97       | 2564.502       | INSTALL SIGN                              | 11    | 15                 | EACH     | \$200.00    | \$3,000.00   |
| 98       | 2564.502       | INSTALL MAIL BOX                          |       | 24                 | EACH     | \$150.00    | \$3,600.00   |

## ENGINEER'S ESTIMATE

2026 SE RECONSTRUCTION PROJECT  
CITY PROJECT NO.  
CITY OF BRAINERD, MN  
BMI PROJECT NO. 25X.141729.000



Real People. Real Solutions.

Date: 3/11/2026

| Item No.                  | MnDOT Spec No. | Item                                 | Notes | Estimated Quantity | Unit     | Unit Price  | Total Amount          |
|---------------------------|----------------|--------------------------------------|-------|--------------------|----------|-------------|-----------------------|
| 99                        | 2571.502       | DECIDUOUS TREE 2" B & B              |       | 39                 | EACH     | \$600.00    | \$23,400.00           |
| 100                       | 2573.502       | STABILIZED CONSTRUCTION EXIT         |       | 1                  | LUMP SUM | \$5,000.00  | \$5,000.00            |
| 101                       | 2573.502       | STORM DRAIN INLET PROTECTION         |       | 15                 | EACH     | \$220.00    | \$3,300.00            |
| 102                       | 2573.503       | SILT FENCE, TYPE MS                  |       | 2320               | LIN FT   | \$5.00      | \$11,600.00           |
| 103                       | 2573.503       | SEDIMENT CONTROL LOG TYPE WOOD FIBER |       | 620                | LIN FT   | \$4.00      | \$2,480.00            |
| 104                       | 2575.523       | RAPIDS STABILIZATION METHOD 3        | 16    | 6                  | M-GAL    | \$1,000.00  | \$6,000.00            |
| 105                       | 2575.523       | MULCH TYPE SPECIAL                   |       | 41                 | SQ YD    | \$80.00     | \$3,280.00            |
| 106                       | 2575.605       | TURF ESTABLISHMENT TYPE 1            |       | 2.30               | ACRE     | \$10,000.00 | \$23,000.00           |
| 107                       | 2575.605       | TURF ESTABLISHMENT TYPE 2            |       | 0.32               | ACRE     | \$15,000.00 | \$4,800.00            |
| 108                       | 2575.605       | TURF ESTABLISHMENT TYPE 3            |       | 0.23               | ACRE     | \$15,000.00 | \$3,450.00            |
| 109                       | 2852.503       | 4" SOLID LINE PAINT (WHITE)          |       | 60                 | LIN FT   | \$8.00      | \$480.00              |
| 110                       | 2852.518       | CROSSWALK PAINT                      |       | 660                | SQ FT    | \$9.00      | \$5,940.00            |
| ESTIMATED BASE BID TOTAL: |                |                                      |       |                    |          |             | <u>\$3,204,667.50</u> |

### NOTES:

- (1) TO BE USED AS DIRECTED BY ENGINEER WHERE POOR, ORGANIC, OR CLAY-LIKE SOILS ARE ENCOUNTERED.
- (2) TO BE USED AS DIRECTED BY ENGINEER FOR EXPLORATORY DIGGING.
- (3) TO BE USED FOR BITUMINOUS RESIDENTIAL DRIVEWAYS
- (4) FURNISH AND INSTALLATION OF CONCRETE FRAME SHALL BE INCIDENTAL TO CASTING ASSEMBLY.
- (5) PRIVATE LIGHT LOCATED IN CITY RIGHT OF WAY AT 1712 MAPLE ST.
- (6) CONTRACTOR SHALL SUBMIT PLAN TO ENGINEER FOR APPROVAL.
- (7) SEE SHEET C0.01 FOR TEMPORARY WATER CONSTRUCTION REQUIRMENTS.
- (8) SHALL BE USED FOR ALL PEDSTRIAN RAMPS AND CONCRETE SIDEWALK THROUGH RESIDENTIAL DRIVEWAYS.
- (9) ACTUAL QUANTITY MAY VARY. ASSUMED EXCAVATION LIMITS FROM 404+50 TO 407+00 ON NORWOOD ST, 40' WIDE, 5' TO 7.5' BELOW SURFACE.
- (10) SHALL BE MEASURED BY THE LINEAR FOOT BY THE WIDTH OF EACH STAIR TREAD.
- (11) IF MULTIPLE SIGNS ARE PRESENT ON SINGLE POST, ITEM SHALL BE PAID AS 1 EACH.
- (12) QUANTITY IS SUFFICIENT TO BED AND ENCASE ALL SANITARY SEWER AND WATERMAIN WITH 1.5" WASHED ROCK. SEE DETAILS ON SHEET C1.13.
- (13) ACTUAL QUANTITY MAY VARY. COARSE AGGREGATE BEDDING SHALL ONLY BE USED WHERE TRENCH EXCAVATION MATERIALS ARE NOT SUITABLE FOR PIPE BEDDING
- (14) WATER INCLUDED FOR SEDIMENT AND DUST CONTROL AS DIRECTED BY ENGINEER. SWEEPING IS INCIDENTAL TO CONTRACT.
- (15) TRUNCATED DOMES ARE TO BE RED IN COLOR.
- (16) INCLUDES QUANTITY FOR TEMPORARY STABILIZATION OF 1 ACRE.  
SANITARY AND STORM MANHOLES ARE TO BE SEALED WITH AN EXTERNAL RING SEAL OF EPDM RUBBER WITH A MINIMUM THICKNESS OF 60 MILS. THE RING SEAL SHALL EXTEND ONTO THE CASTING AND CONE SECTION AT LEAST 2 INCHES AND SHALL BE SEALED TO THE CASTING AND THE CONE SECTION WITH A 2 INCH WIDE
- (17) MASTIC STRIP OF NON HARDENING BUTYLE RUBBER SEALANT. THE RING SEAL AND RINGS SHALL THEN BE ENCASED WITH A CONCRETE COLLAR (INCIDENTAL).
- (18) PIPE REMOVAL MAY REQUIRE SEPARATE EXCAVATIONS. NO PIPE SHALL BE ABANDONED IN PLACE.



**From:** [Nick Broyles](#)  
**To:** [Jeff Czczok](#)  
**Cc:** [Jessie Dehn](#); [Paul Sandy BPU](#); [James Kramvik](#); [Toni Gage](#); [Connie Hillman](#)  
**Subject:** RE: Riverside Drive lift station - County Board public comments  
**Date:** Monday, March 16, 2026 2:40:18 PM  
**Attachments:** [image001.png](#)

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Jeff,

Thank you for your question/comment. Staff has done a great job looking into this and our response is below. I have BCC'd the full council on this email as well.

As far as staff can determine, no plumbing permit was acquired for 15106 Riverside Drive at the time the service line connections were made. That does not necessarily mean one wasn't installed, as the property was not within city limits at the time and therefore would not have been required to obtain a city permit. Based on the information available to staff, we cannot say with certainty whether the property does or does not have an individual grinder station.

**Regarding the Karr Drive/River Arches area**, it is important to distinguish between scenarios where individual lift stations are required and situations where the city installs and owns a municipal lift station. In the case of the Karr Drive area, there is a realistic possibility that a city-owned municipal lift station could be installed, with all properties on Karr Drive and River Arches connecting via gravity. Those flows would then enter the municipal lift station, which would pump everything up the hill to Riverside Drive.

The alternative would be that each property installs its own individual grinder lift station and small-diameter force main, with every property owner responsible for pumping raw sewage up to Riverside Drive independently. In this second option, the city could also choose to install a shared small-diameter force main—functioning similarly to a gravity main—running adjacent to each property for the individual grinder stations to connect into. As with other improvements, installation of a shared force main would be subject to the city's assessment policy.

In the first scenario, where a municipal lift station and gravity system are constructed, we would need to evaluate how such improvements align with the city's assessment policy before determining what portion of the costs would be assessed to benefiting properties and what portion the city may cover.

If River Arches and Karr Drive were annexed into the city, the feasibility phase of design would include evaluating both approaches—installing a municipal lift station with a gravity collection system versus requiring individual grinder stations (with or without a shared force main)—to determine which option is more cost-effective and appropriate for the area.

Historically, 100% of utility improvements have been assessed to adjacent property owners if the utilities are extended to new areas consistent with city assessment policy. However, ultimate decisions regarding cost participation rest with the city council.



**Regarding statements about the annexation process**, specifically the comment that “Community Development Director Kramvik stated that it is a more difficult process to connect to city services for properties outside the city limits but did not fully expand on the reasoning,” the following explains why connecting to services may be more challenging for properties located outside the city limits:

**1. Construction and permitting requirements are the same inside or outside city limits.**

A city permit is required in both cases. However, contractors may not realize that a city permit is required when working on a property in Crow Wing County. The city requires inspections for municipal connections to ensure the safety of our supply and collection systems.

**2. The Riverside Drive extension project included connection charges** for properties that chose to remain in the county. These charges were approved by the city council and assigned to each property in the county with the ability to connect. Because these charges have been in place for over 20 years, tracking them can be challenging as staffing changes occur. Property owners may not be aware of these charges when purchasing a property. In fact, the property that connected last year was not aware of the charges, and the contractor began work before the permit was fully reviewed and issued. Additionally, connection charges are **not** deferred assessments and therefore are not required disclosures during property sales.

**3. Properties connecting to municipal services must annex into the city if eligible**, or they must sign a contract agreeing to annex as soon as feasibly possible. However, properties cannot annex unless they are adjacent to an existing municipal boundary, which could delay the process for future owners. The Minnesota statutory annexation process is more difficult for properties that have access to municipal services if an orderly annexation agreement is not in place.

Thank you staff for working on this and Jeff, please let me know if you have further questions/comments/concerns.

Regards

Nick



**Nick Broyles, MPA** | City Administrator  
City of Brainerd | 501 Laurel Street Brainerd MN 56401  
218.828.2307 | [nbroyles@ci.brainerd.mn.us](mailto:nbroyles@ci.brainerd.mn.us)

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**From:** Jeff Czeczok <[jczeczok@ci.brainerd.mn.us](mailto:jczeczok@ci.brainerd.mn.us)>  
**Sent:** Monday, March 16, 2026 10:16 AM

**To:** Nick Broyles <nbroyles@ci.brainerd.mn.us>

**Cc:** Jessie Dehn <jdehn@ci.brainerd.mn.us>; Paul Sandy BPU <psandy@bpu.org>; James Kramvik <jkramvik@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

**Subject:** Riverside Drive lift station - County Board public comments

Greetings, Nick

This past Tuesday public comments were received during the CWC Board of Commissioner's meeting and the following Dispatch article was generated.

If it's at all possible, will staff please verify the statement made about the lift station being a requirement of the property owner having to install said lift station and provide the response to everyone.

You might recall the contractor appeared before the S&PW and/or perhaps the Council and never was there any indication of a lift station requirement for that particular property.

See story below copied from the Dispatch website:

Thanks, Jeff

Residents return to Crow Wing County regarding annexation to Brainerd

The issue is expected to be back before the board on March 24

Crow Wing County board members sit behind a desk and one is shown on a monitor screen

Crow Wing County Board members Paul Koering, left on the monitor attending virtually, Jon Lubke, Jamie Lee and Steve Barrows attend the Tuesday, March

10, 2026, board meeting. Board Chair Rosemary Franzen was absent. Renee Richardson / Brainerd Dispatch

Renee Richardson

By

Renee Richardson

Comments

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News Reporting

**BRAINERD** — Crow Wing County commissioners heard from residents about the difficulty they see with a forced Brainerd annexation of their properties. Richard Schmidt, Karr Drive, said after the last Brainerd City Council meeting, he was left with more questions than answers and he thanked the board for the opportunity to address them about his property in Unorganized Territory. Schmidt spoke to the board on Tuesday, March 10, during a regular meeting. The commissioners serve as the town board for Unorganized Territory. The Brainerd City Council voted 4-3 in favor of an agreement that designates the area in Unorganized Territory to be annexed and begins the process. That agreement will be back before the County Board.

"My first concern is in regard to city council member Gabe Johnson's comments at the March 2 council meeting, and I quote, 'We can't just not plan because 20 people show up to a council meeting. It's utterly ridiculous.'

"Myself and my neighbors put a lot of time and effort into this orderly process, and we're completely discredited by Mr. Johnson. He may as well have said what you say and do in this process doesn't

matter, that we will do what we want to do anyway. I asked the county board to be a little more open minded and understanding about this issue and our concerns.”

Schmidt said he was also concerned about comments by James Kramvik, community development director, in regard to starting with a difficult process after a property on Riverside Drive had a septic issue and needed to be hooked up to city services. Schmidt said the property in question sits right on Riverside Drive with very little drop in elevation.

“Yet it is my understanding that a lift station had to be installed and the hookup fee was over \$30,000,” Schmidt said. “The drop in elevation on Karr Drive off Riverside is close to 50 feet.”

Schmidt said there needs to be clarification from Brainerd on what lift stations would be needed as it was made clear if lift stations were needed, property owners would bear the cost.

“Which brings me to my third concern, the cost of hookups, which is currently \$17,287, does not include additional fees for long distance hookup fees, which can range from \$50 to \$250 per foot, depending upon the change in elevation,” Schmidt said, adding the change in elevation mapped out at that meeting from his home to the proposed installation on Karr Drive is 300 feet with a significant rise in elevation. The cost, he said, is of grave concern. Schmidt said there is no mention of what the projected cost of installing sewer and water to Karr Drive and River Arches road and other involved properties would be.

“Why the city would move forward with annexation and providing utility services without knowing the projected cost of these services makes no sense,” Schmidt said.

Commissioner Jamie Lee, who served as chair for the meeting in Commissioner Rosemary Franzen’s absence, said the issue will be back before the board on March 24.

Rachel Kohn, Riverside Drive, said with the time before it is back before the board they’ll assume the commissioners will be able to review the City Council meeting and materials from Feb. 17 to March 2 so those were not items she’d address this time. Kohn reiterated that due to the high elevations many residents will be looking at substantial costs to connect to city services. She said city staff partially responded to the lift station question and said there is no requirements in city code to say one size fits all.

“Off-the-shelf lift stations may not satisfy high risk elevations, and city administrator Broyles admitted this in an email to us, stating that we need to review each situation with a licensed plumber per the code, not city interpretation,” Kohn said of Nick Broyles, Brainerd city administrator. Kohn said their other question related to property values.

“They had stated in their responses that they would stay the same, basically, and taxes would increase 96%,” Kohn said. “We as potential home buyers would and have considered tax base on property as that reflects monthly out of pocket costs to home ownership.

“As a home owner who may consider putting our home on the market, this additional tax 96% devalues the overall valuation of our property. Short answer from the city is that they believe there would not be an impact to the tax valuation by the property going from unorganized to the city of Brainerd. We disagree.”

Kohn offered any email responses she received from the city to the county to view.

“We believe the property owners in this proposed annexation area are having sleepless nights due to the massive financial burden and property infringement rights imposed by this annexation,” Kohn said. In other public comments, Robert Grant said he was there to tell the board how great a job the snowplow operators were doing and suggested the county needed to give them a pizza break. Grant said he also backed Sheriff Eric Klang for his deal with Immigration and Customs Enforcement and felt

his tax dollars were being spent correctly by doing that.

Before the meeting ended, Commissioner Paul Koering, attending virtually from Florida, said he wanted to thank Grant for his comments. Koering said he is in his 22nd year of public service or elected office and he enjoys it but doesn't normally hear from people who say thanks.

"You made my day, because all of us here on the County Board, I think anybody in the elective office, you know, you knock on doors, you try to tell people why they should vote for you, really, you're selling yourself and and it's always not an easy job. So really appreciate a pat on the back once in a while, it kind of helps keep you motivated," Koering said.

block quote end