CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, April 6, 2026 @ 7:30 PM

The public is invited to attend these meetings in person
Dial in by phone
+1 469-250-2695

City Council - Meeting Access Code: 392 971 521#
Personnel and Finance Committee held: 2nd Floor Conference Room at 7:15 PM
Safety and Public Works Committee held: Council Chambers at 6:45 PM

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

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

1. **Call To Order**

2. **Roll Call**

   ___K. Bevans___J. Czeczok ___G. Johnson ___K. Stunek ___ K. Yeager ___T. Erickson ___M. O'Day ___Mayor Badeaux

3. **Pledge of Allegiance**

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

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

   A. **Approval of Bills**
   (Available upon request in the City Administrator's Office)

   B. **Approval of Minutes**

   C. **Department Activity Reports**

   D. **Hiring - Summer Temporary Employees**

   E. **Promotion - Sergeant Derek Pallansch to Deputy Police Chief**

   F. **Designation of Excess Utility Department First Aid Supplies and Authorize Sale of Surplus Items**

G. **MN Lawful Gambling Application - American Legion**

6. **Public Forum**
Time allocated for citizens to bring matters not on the agenda to the attention of the Council - Time limits may be imposed

7. **Presentations**

A. **Camp Ripley Annual Update**

B. **Bridges of Hope**

8. **Council Committee Reports**

A. **Safety & Public Works Committee**

1. Construction Contract and Bid - Nor-Son Construction for Fire Station Renovation
2. Review Classification - Non-Conservation Tax Forfeit Parcels
3. Proposals - 2026 Sanitary CIPP Lining
4. Proposal - College Drive Guardrail Repair
5. Vacant Building Fee - 224 N 5th Street
6. Proposal - Professional Services Agreement with SEH for the Development of City Standard Details and Specifications

B. **Personnel & Finance Committee**

1. Retirement - Business Office Supervisor Jana Pernula
2. Resolution - Amendment to DLP Investments (Royal Tire) Redevelopment Agreement
3. Request for Parks Long-Term Maintenance Funds - Epoxy Floor Coatings

9. **Unfinished Business**

A. **Resignation - Jeremy Powell from the Planning Commission and Declare Vacancy Expiring 2027**

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)
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

C. **YMCA Community Pool Funding**

D. **Annexation Discussion — Riverside Drive**

10. **New Business**

A. **Public Hearing and Resolution - 2026-2030 Capital Improvement Plan**

B. **Public Hearing and Resolution - Order Improvement and Order Preparation of Plans - 2026 Resurfacing Projects**

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

D. **Interim Use Permit Amendment - Year-Round Warming Shelter - 1926 S 7th St**

E. **Conditional Use Permit - Exceed Maximum Lot Size - 1017 Bluff Ave**

F. **Variance - Non-Conforming Side Yard Setback - 1513 Pennsylvania Ave.**

G. **Policy - Facility Use**

11. **Staff Reports**
(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

A. **Adjourn to Closed Session per MN Statutes 13D.05, subd. 2(b) for preliminary consideration of allegations against an individual subject to the Council's authority**

15. **Council Communications**

A. **Hotel Expenses - CWC Data/ Bridges of Hope**

B. **Sidewalks - Who's Responsible**

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

MISSION

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

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

Upon roll call the following Members were noted as present: Bevans, Johnson, Stunek, Yeager, Erickson, and O'Day. Member Czeczok and Mayor Badeaux were noted as absent.

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

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

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

Approval of Bills
Approved as on file in the Administrator's Office.
Approval of Minutes
Approved March 2nd, 2026, minutes as presented.
Department Activity Reports
Approved reports as presented.
Lawful Gambling - Bridges of Hope
Approved MN Lawful Gambling permit Submitted by Bridges of Hope for an Event to be held on May 1st, 2026 at 2011 S 6th Street.
Resolution - Lawful Gambling Premise - Brainerd Amateur Hockey Assoc
Adopted Resolution 17:26 for MN Lawful Gambling Premise Permit submitted by Brainerd Amateur Hockey Association to conduct Gambling Activities at Slice On Oak, 624 Oak St, Brainerd.
Performance Evaluation Summary - City Administrator Broyles 2025 Evaluation
Approved Administrator Broyles 2025 performance evaluation summary.

Upon roll call, Council Members Bevans, 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 7:31 p.m.

Richard Schmidt, 9567 Karr Dr, gave a statement regarding his property and the proposed annexation. He stated that it would be greatly appreciated for Council Members to visit the annexation area and note the difficulties the property owners would have installing utilities. The City has not provided a cost estimate regarding installing utilities in the annexation area. He asked for clarification on comments made by staff about the previous annexation of a property and its difficulty.

Eric Pikula, 15137 Riverside Dr, gave a statement regarding his property and the proposed annexation. He stated that the annexation of his property would not add value to his home that is equal to the increase in taxes.

The chair closed the public forum at 7:39 p.m.

Council Committee Reports

Safety and Public Works Committee

Discuss Sidewalk on Front Street

Committee Chair Erickson gave background on the sidewalk request. There is an existing sidewalk on half of the block that does not connect to either corner at 9th or 10th streets. The project is not currently budgeted.

Member Bevans asked about the cost of the sidewalk being assessed to the City.

City Engineer Dehn stated that the Council has not assessed for sidewalks in a number of years.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER TO POSTPONE REPLACEMENT OR EXTENSION UNTIL THE TIME THAT FRONT STREET IS RECONSTRUCTED, IN WHICH A SIDEWALK COULD BE INCLUDED WITH THE SCOPE OF THE PROJECT.

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

Downtown Landscaping Proposals - 2026 Planting Season

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO AWARD THE 2026 DOWNTOWN LANDSCAPING TO COPPER CREEK IN THE TOTAL OF $7,162.

2026-2028 Contract Towing Proposals

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO AWARD THE CONTRACT TOWING SERVICES CONTRACT TO WEST BRAINERD AUTO FOR THE 2026-2028 TERM.

Award Contract - Imp 26-01 - Chip Seal Project

Committee Chair Erickson stated that the City budgets $195,000 for this project.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO AWARD CONTRACT FOR IMPROVEMENT 26-01 - 2026 CHIP SEAL PROJECT TO ASPHALT SURFACE TECHNOLOGIES CORP. IN THE TOTAL BID AMOUNT OF $148,850.70.

Authorize Solicitation - 2026 Pavement Markings

Committee Chair Erickson stated that the estimate came in at $28,882, the City budgets $20,000. The delta between the two would be paid for out of the construction fund.

Member Bevans asked about the pavement markings on N 4th whether our Street staff has done the pavement markings for these streets.

City Engineer Dehn stated that Street staff will do crosswalk boxes on these streets.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO AUTHORIZE SOLICITATION FOR THE 2026 PAVEMENT MARKINGS PROJECT.

Change Order #1 - 2026 Annex Repairs

Committee Chair Erickson stated that the change order is for the cost of asbestos abatement. This change order is just to remove the asbestos in a small area needed to fix the floor joist.

Member Johnson asked to clarify which fund the improvements would come out of.

Finance Director Hillman stated that the cost would come out of the equipment and facilities capital improvement fund.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO APPROVE THE CHANGE ORDER FOR THE ANNEX REPAIRS PROJECT IN THE AMOUNT OF $4,723.89.

Resolution - Construction Agreement - TH 210 Reconstruction Project Detours

Committee Chair Erickson stated that this is a reimbursement for the use of City streets during the reconstruction project.

Member Bevans asked about the wear and tear on other streets, specifically Kingwood.

Public Utilities Director Sandy stated that the payment would be made when the number of days of use is determined. He also stated that MnDOT will only reimburse for the wear on signed detour routes.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER TO ADOPT RESOLUTION APPROVING THE CONSTRUCTION AGREEMENT NO. 1062428 FOR USE OF CITY STREETS AS DETOUR ROUTES DURING THE TH 210 RECONSTRUCTION PROJECT.

RESOLUTION 18:26

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

Resolution - Approving Applications to the Minnesota Public Facilities Authority for 2026 Lead Service Line Replacement Projects

Committee Chair Erickson stated that there are three proposed replacement projects for 2026. The City has been awarded $2,675,000 for the replacements.

Member Bevans clarified that the amount includes the resident's cost for replacement of these lines from the main to their homes, which would usually be the sole responsibility of the homeowner.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER 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.

RESOLUTION 19:26

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

Personnel and Finance Committee

Promotion - Deputy Police Chief Anthony Runde to Police Chief

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

MnDNR Outdoor Recreation Grant Application - Memorial Park Playground Replacement

Committee Chair Johnson stated that the City Council already earmarked $100,000 for the playground at Memorial Park. This will be a 100% match if the Park Board is awarded a grant for an additional $100,000. If not received, the City will improve the playground as planned.

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

Unfinished Business

Committee Recommendation – Mayor

Mayor Badeaux recommended Misty Bayliss to the Public Utilities Commission.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK, DULY CARRIED, TO APPOINT MISTY BAYLISS 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)
Transportation Advisory Committee- 1 term (Expire 2026) 2 terms (Expire 2027)
Council President Recommended: (terms expire on 12/31 of said year)
Airport Commission -- 1 term (Expire 2028)
Planning Commission-- 1 term (Expire 2028)
Water Tower Committee—2 terms

New Business

Resolution- Approve Plans/Specifications and Authorize Bidding – Imp 25-05 – Southeast Brainerd Reconstruction Project

City Engineer Dehn stated that Bolton and Menk has prepared the plans and specifications for Improvement 25-05 Southeast Brainerd Reconstruction.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS FOR IMPROVEMENT 25-05.

RESOLUTION 20:26

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

Staff Reports

Technology Director Strong stated that the City has switched over to Microsoft Teams for virtual meetings. It will save the City a nominal amount.

Finance Director Hillman stated that staff is working on a spring bond issue. As part of the requirements for the CIP Bonds, a public hearing is required and will take place on April 6th.

City Engineer Dehn stated that MnDOT has announced the kickoff meeting for the construction project which will take place on March 31st at Land Services at the County at 12:00 p.m. and 4:00 p.m. This meeting is intended for the public to receive information on the project.

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

Public Utilities Director Sandy stated that they are in the midst of scheduling the tours of the utility facilities. The request submitted to Congressman Stauber for the Wastewater Treatment Facility has moved on to the second round for $10 million.

City Administrator Broyles stated that the joint City Council and Charter Commission meeting is on March 26th at 5:30 p.m.

Council Member Reports

Member Yeager stated that the Airport is developing a plan to work on a full scale capital plan and inventory. The Airport Commission will resume talks about the Airport financial structure in the coming months. Finally, he stated that the Airport Commission is considering turning our facility into an ARFF training facility. The training is needed and could generate funding for the Airport if the program were to takeoff. It would require a low amount of investment.

Member Bevans stated that Wednesday, March 25th is the Library Board meeting. He stated there was sad news for Ward 2, that Thrifty White has closed its Washington Street is moving to Super One in northeast. This is not only sad new as Ward 2 has lost a business, but also that the Council tore down 6 family dwelling units to develop this project. The building is now empty and up for sale.

Member Johnson stated that the EDA allocated $20,000 for the Washington Street project. The Chamber has stepped up to coordinate the effort in making the reconstruction a success. The Blue Ox costume was not funded by taxpayer dollars. He complimented Brainerd Community Action on the St. Patrick's Day Celebration.

Chair O'Day thanked Member Yeager for showing his knees at the St. Patrick's Day Parade. He has been to the Airport a number of times lately, he stated that it is looking great out there. Finally, he stated that with the warm weather comes construction season, we will get through it.

Adjourn

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

The Chair adjourned the meeting at 8:09 p.m.

Nicholas W. Broyles
City Administrator

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 5:30 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 noted as present. Member Yeager was noted as absent.

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

Council Member Reports

Administrator Broyles gave an overview of the documents provided and the potential changes between the current charter and proposed charter.

Chair O'Day asked Council Members for their comments, specifically those who would vote no to the draft charter in order to smooth out the changes needed.

Member Johnson stated that in general he likes the idea of utilities under one roof with the commission. He has three hundred and one comments and reasons to vote no on the proposed charter including removal of the City Attorney section and Fire Department sections to name a couple. He believes that the reason that the current contract for the attorney includes certain language is because the Charter requires it. If the section is removed, he wonders what the contract may look like in the future.

Member Bevans stated that he is not necessarily a no vote, but he spoke against the primary for the City Council for the simple reason of a shorter campaign period. He doesn't like the idea of a 7-month campaign period. The Charter Commission did not agree with him. The Charter Commission unanimously voted to keep it in the charter. He also stated that there was significant discussion about who sets utility rates. There has been comments that the elected officials should set all rates, but since he has been on the Council the commission has set rates which has seemed to work fine.

Chair O'Day stated that the special levies section has been combined and shortened. He thinks it is very important to include "within the city limits". The elimination of the public utilities commission having to go through the City Council to purchase property should also stay intact.

Administrator Broyles stated that the Council could take a week or two to provide comments to staff as the Charter Commission did and could reconvene to discuss comments at a later date.

Chair Shipe clarified that "within the city limits" is still included.

Member O'Day asked if Member Johnson could clarify his comments to staff in writing.

Member Johnson stated that he will not write three hundred comments. He theoretically supports the changes regarding the public utilities being in the same place. He disagrees with all the other changes.

Member Czeczok clarified that the campaign period is five months. He asked whether the Council would entertain a referendum to affirm that the voters still want a city primary. Regarding Council Member Johnson's concerns, he would ask him to provide details.

Chair O'Day stated that he would not support a change to make elections to the City Council easier.

Member Czeczok clarified that there are currently five utility fees that rate payers pay. He likes the idea of the change. He is very much in favor of the commission setting all utility rates.

Chair O'Day stated that the last time the Charter was considered, it was done in sections. He likened this draft to omnibus bills at the State and Federal level.

Member Johnson stated that he would like to break it down into bite sized pieces. Four years ago, the Council paid $15,000 to modernize and update the City Charter. If the Charter needs to be modernized again, it should be done in smaller sections.

Administrator Broyles stated that if the Council would like to take this in portions, he suggested that the public utilities changes be addressed first as there is a significant vacancy that is being held off on for hiring until these details are buttoned up. He asked whether the Council would like a joint meeting or whether it would go to the Charter commission first.

Member Czeczok stated that infrastructure is the most important piece of the Charter changes. He hasn't heard anyone say they are absolutely against all infrastructure being under the Public Utilities Commission. The Council could vote on these sections tonight to vote at our next Council meeting. It would go with Administrator Broyles' suggestion that the utility sections be addressed to be able to proceed with hiring process to fill the current vacancy.

Administrator Broyles stated the absolute minimalist approach is doable for expediency.

Member Johnson stated that the Council unanimously voted to have the Charter Commission change one sentence.

Administrator Broyles stated that the Council requested that the Charter Commission address the Public Utilities chapter. Charter commission requested that staff reexamine the Charter while reviewing the public utilities section. Staff proceeded at the Charter Commission's direction.

Public Utilities Director Sandy asked to clarify whether the Council would just like sanitary and storm to move over to the public utilities or whether all the infrastructure would move to the public utilities commission with improvements subject to special assessments being recommendation only. The current proposed charter is written to include all infrastructure.

Member Johnson stated that he thinks all the street projects should be under the purview of the Council. He doesn't think that appointed members should be responsible for the streets as the elected officials are the ones who get all the questions.

Public Utilities Director Sandy asked whether the Public Utilities Commission would still vet the projects.

Member Johnson stated that communication would continue to be improved, as it has been over the last number of years. He is glad to have an active voice present with Mr. Sandy for the commission and thinks the public utility commission should have an active role in the ten-year capital improvement plan. However, he believes that the elected officials should be the decision makers.

Public Utilities Director Sandy stated that the proposed language references "projects that are subject to special assessments". It could simply be said that the Public Utilities Commission is an active participant in development of the ten-year capital improvement plan.

While the utilities commission will be an active participant in its development all street projects are the final authority of the City Council. Maybe the Public Utilities Commission takes it under advisement of the City Engineer and Public Utilities Director. The plan shouldn't just depend on the pavement but also the underground infrastructure.

Mayor Badeaux stated that putting the Public Utilities Commission into the approval process is best practice as is done for the Park Board.

Administrator Broyles stated that the reason for sections being removed completely is because the sections are spelled out in statute. The language is not unique to a Charter city.

Member Johnson stated that the changes previously made were to reflect the statute.

Chair O'Day stated that prior to the next Council packet going out, the Council should provide comments to staff.

Member Stunek questioned the purpose of spending more money to reexamine the Charter.

Mayor Badeaux stated that the changes surrounding the Public Utilities Commission need to be completed as soon as possible. He could not care less about the Charter change process around the rest of the Charter.

Chair O'Day stated that the Charter Commission is required to meet once a year. The Charter Commission can address one section at a time in the future.

Administrator Broyles stated that it is not atypical for a Charter to be amended each year. It is his expectation that the Charter be continuously reviewed and adjusted to make happy to glad changes.

Adjourn

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

The Chair adjourned the meeting at 6:07 p.m.

Nicholas W. Broyles
City Administrator

Brainerd Fire Department Monthly Report

March 2026

March remained a steady month for operations, with call volume consistent with historical averages. While fire and rescue responses remained stable, the department maintained high levels of activity through proactive fire prevention, community outreach, and intensive training.

Our training curriculum for March focused on sharpening fundamental fireground operations and decision-making capabilities:

Firefighters conducted in-depth studies of fire behavior, specifically flow path management and fire dynamics. This was paired with tactical decision-making exercises to enhance radio communications and scene management efficiency.

We concluded the month with comprehensive pump operations training. This included baseline pumping techniques, drafting procedures, aerial apparatus setup, and specialized operations for engine-based wildland incidents.

Training was augmented by Traffic Incident Management and Fire Weather workshops to ensure safety in diverse environmental and roadway conditions.

Our new firefighters surpassed the 50% milestone of their initial fire certification program. They demonstrate strong proficiency and remain on track to meet our operational standards.

Several personnel attended the Minnesota State Fire Chiefs Association (MSFCA) annual Leadership Academy in Duluth, furthering our commitment to succession planning and professional excellence.

Brainerd Fire Department Monthly Report

March 2026

Deputy Chief/Fire Marshal Cox continues to maintain a rigorous inspection schedule, ensuring local businesses and structures meet safety codes and maintaining our proactive risk reduction goals.

We participated in the Central Lakes College Career Exploration Day, engaging nearly 2,000 students from area schools. This was a premier opportunity to discuss fire service careers and represent the department to the next generation of our local workforce.

Chief Holmes and Deputy Chief Cox attended several annual township meetings for our contracted areas. We appreciate the opportunity to engage with these boards, discuss department capabilities, and answer questions directly from the communities we serve.

We supported local community events by filling the Polar Plunge tank for the event held at Forestview Middle School.

Brainerd Fire Department Monthly Report

March 2026

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	**Coverage Area Total Incidents (Includes City of Brainerd)**
Fire	3
Rescue & Emergency Medical Service	7
Hazardous Condition	1
Service Calls	3
Good Intent Call	3
Alarm Activation	17
TOTAL	34
Type of NFIRS Incident (National Fire Incident Reporting System)	**City of Brainerd Total Incidents**
Fire	0
Rescue & Emergency Medical Service	2
Hazardous Condition	1
Service Calls	1
Good Intent Call	3
Alarm Activation	12
TOTAL	19

INSPECTIONS	
Fire Alarm	26
Fire Pump	1
Hood Suppression	20
Commercial Kitchen Exhaust	17
Special Suppression	1
5 Year Sprinkler	1
Sprinkler System	15

RECREATION REPORT

- Still in need of umpires and weekend field maintenance
- Registration open for new softball teams
- Registration open for recreational league and completive league pickleball
- Deadline for Early Bird Tournament & Men's Leagues (MS1 &MS2): April 3
- Community Garden opens April 1st to new gardeners
- Events: Easter Egg Hunt & Dog Ball Hunt April 4th
- Deadline for women's & coed softball: April 10
- Prepare softball schedules after deadlines
- Manager & Umpire meeting-April
- Early Bird tournament scheduled for April 25
- April 28&29th MS1 & MS2 leagues begin

PARKS MAINTENACE REPORT

- Cut & painted all lumber to repair Bane rink
- Put away nets for rinks
- Painted interior of Gregory warming house building
- Repaired salt spreader for John Deere tractor
- Snow removal when necessary
- Attended safety meeting
- Building frame & stand for Kiwanis sing
- Worked on finishing batting cage frame
- Picking up sticks/debris and garbage as snow melts
- Moved all Easter equipment to Greogry
- Garbage & restrooms 3 days per week
- Washing vehicles & keeping shop clean
- Getting estimates for numerous projects
- Ordered side by side to aid in garbage collection & miscellaneous projects

- Updated all tabs & insurance
- In process of hiring summer temps
- Stored all hockey equipment
- Cleaned out annex

Aliver Foundation Event – July 17th 5:30pm-6:30pm Bane Park

An educational event with interactive CPR/AED demonstration & surprise dedication in honor of Glenn "Chico Resch"

- Andrew Shipe to speak
- Police/Fire/EMS vehicles, personnel, and speakers

STREET & SEWER

- Patch potholes
- Clear storm water retainment pond on Norwood Street
- Assist BPU with lead service line locations
- Spring street sweeping
- Keep equipment in good repair and working order

TRANSIT REPORT

Regulatory Compliance & Reporting

- Ongoing work to close out the 2025 operating year in coordination with the Minnesota Department of Transportation.
  • MnDOT conducted an audit of costs associated with the 2023 Operating Grant; no findings were identified, and results were consistent with Transit's financial records.

Fleet & Capital Planning

- Continued coordination with MnDOT and vendors regarding the ordered replacement transit van; awaiting final approval to proceed with build.
- Working with vendors on additional vehicle procurement (van and bus) aligned with previously approved capital grant resolutions.

Service Performance & Technology

- Service levels and operations remain consistent with prior reporting periods.
  Ongoing coordination with Spare to further optimize scheduling, improve efficiency, and better support agency operations and community needs.

Ridership & Service Demand

- February 2026 total ridership was 3,349 passengers, with 77% occurring within Brainerd.
- Passengers per operating day increased to 168 in February 2026, compared to 166 in January 2026, despite one fewer operating day.
- February 2026 ridership was 3% lower than February 2025, primarily due to one fewer operating day, while remaining 14% higher than February 2024, reflecting continued multi-year growth.
- 49 new rider profiles were created in February 2026.
- 36 riders took their first trip in February 2026.

Contractor Oversight

- Ongoing coordination and oversight activities continue, with no significant changes to report.

Community Engagement

- Ongoing discussions with Camp Confidence and Organic Roots Schoolhouse, in coordination with MnDOT, to explore potential transportation opportunities.

Staff & Operations Update

- Transit Operations Specialist Aaron Forstrom celebrated his one-year anniversary and continues to grow in his role.
- Attended a National RTAP peer roundtable focused on transit policies; as a result, internal SOPs were reviewed and updated, including inclement weather procedures.

ENGINEERING REPORT

Southeast Brainerd Reconstruction Project

Bolton & Menk has completed preparation of plans and is intending to prepare the bid package for solicitation shortly. Staff will be bringing bids to Council to consider in roughly May. Centerpoint Gas has begun their relocation work of the large-diameter main that services Brainerd and Baxter as well as the smaller mains that service the individual properties.

Beech/Oakridge Reconstruction Project

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

Wright/10th Reconstruction Project

Landwehr has completed construction of Wright Street with the final wearing surface left to be completed and some other minor items outstanding. The 10th Street portion of the project will likely resume in early 2026. Staff met with the Contractor last week and is looking for an updated schedule for the resumption of work.

TH 371B/Willow Roundabout Project

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

Hawkins-Ronald-Joseph Resurfacing Project

The contractor has completed the replacement of the hydrants and resurfacing on Hawkins Drive. The removal work for the Joseph/Ronald/alley portion of the project is planned for this week with construction taking place over the next couple months or so. The contractor will be coordinating with Bolton & Menk for the

lead/galvanized water service replacements that they be accomplished at similar times to the water main replacement.

TH 210/Washington Street Reconstruction Project

Public Open House sessions were held at CWC Land Services last week to answer construction questions from residents/businesses impacted by the upcoming construction. RL Larson is the contractor performing the work on the project. It is expected that the contractor will begin some initial prep work in mid-April with full closure of the first segment in front of the East Brainerd Mall at the beginning of May. Work in the area occurring currently is related to private utility relocations needed prior to work beginning.

Annex Repairs Project

Most of the repair work on the Annex has been completed, including replacement of the 2nd-floor windows. Final remaining work is planned to get wrapped up over the next couple weeks with a walkthrough with staff before final closeout.

Library Exterior and Mechanical Repairs Project

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

Police Department Exterior Repairs Project (2024)

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

Kuepers Development – Voyageur Heights

Staff has been reviewing the final plans for the development for building and other necessary permits. Tree removal in advance of construction has been occurring this spring and should be completed shortly.

Other Items

- Prepared and sent out Requests for Proposals/Bids for the following:
  - Public Works Garage Fire Alarm and Fire Suppression
  - 2026 Pavement Markings
  - College Drive Guardrail Repair
- Performance Reviews for Public Works staff
- Met with partners for Memorial Park Skatepark project
- Attended Pre-Construction Meeting for TH 210 Reconstruction
- Attended Public Open House meetings for TH 210 Reconstruction
- Met with Ski Loons regarding Pavilion replacement at Lum Park
- Attended MnDOT webinar on Cost Participation Policy manual
- Reviewed Proposals for Consultant/Engineering Pool Services
- Met with CWC SWCD for discussion on further repairs of outlet by Little Buffalo Creek
- Met with Centerpoint/Michels on Southeast Brainerd Reconstruction project for relocation work
- Prepared information for Riverside Drive Orderly Annexation
- Reviewing pay quantity requests from Landwehr for 2025 construction projects

April 6, 2026

HR DIRECTOR REPORT

In this report:

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

Charter Work Group

At the March 2nd Council meeting the City Council made a motion for Staff to set up a joint Council and Charter Commission meeting to go over changes made and to provide guidance on next steps. The Council and Charter Commission met on March 26th. Staff are collecting comments from Council to prepare an updated document as well as schedule the next meeting. We appreciate the dedication and collaborative efforts of all members as we work towards improving our Charter and organizational structure.

Performance Evaluations

We are almost through with our 2025 performance eval process. All signed 2025 reviews must be submitted to the HR Department for filing no later than April 3rd.

Wellness Committee

The *reThink Your Drink Challenge* came to an end on March 1st. The City of Brainerd's team came in fourth out of seven teams for the medium team category. Thank you to everyone who participated and great job drinking your water!

March Lunch N Learn took place on March 25th. Jay Personius provided staff with information regarding ticks!

Our Annual BioMetric Screening is scheduled to take place on April 8th. Staff were provided with information on this as well as a link to sign up through. Please contact the HR Department with any questions!

Personnel

New Hires/Promotions for City/HRA/Airport:
Caleb Wahlstrom - Police Intern (03/02)
Rachele Schlosser - Business Office Support Specialist (03/09)
Jasper Struthers - HRA Operations Administrative Specialist (03/16)
Anthony Runde - Police Chief (05/01)

Farewell to:
John Davis - Police Chief (04/30)

Current Job Opportunities:
Deputy Police Chief - Internal Hiring process complete and a recommendation will be made at the 04/06/2026 Council Meeting.

Water Serviceworker - Interviews have been completed and two offers have been made.

Engineering Intern - Offer has been made to one candidate.

Parks and Recreation Intern - Offer has been made and candidate is going through pre-employment process.

Water Distribution Intern - Open until filled.

Steet Division - Seasonal Laborer - Open until filled.

Parks Seasonal Maintenance Worker - Open until filled.

Umpire - Adult Softball - Open until filled.

Weekend Ball Field Maintenance - Open until filled.

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

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

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.	10%	In Progress
2025 Financial Audit		6/30/2026		Fieldwork dates are set for the week of April 26th and May 10th. Staff is working on preparing the work papers for the audit.	15%	In Progress
Charter Discussions			Administration	Staff has been meeting weekly since 11/10 regarding the City of Brainerd Charter 1/21- Charter Commission & PUC met in a joint meeting. Commissioners will continue to review the draft language and provide comments to staff by 1/29. Next meeting: February 19th at 5:00 pm 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.	15%	In Progress
Improvement 23-14 Hawkins		11/1/2026	Public Works	Construction is complete on the Hawkins portion. The remainder of the construction on Ronald & Joseph will take place in 2026.	50%	In Progress
Improvement 17-12 Wright		11/1/2026	Public Works	Construction- 1st lift was completed for the winter.	50%	In Progress
Improvement 23-12 Beech		11/1/2026	Public Works	Construction- 1st lift was completed for winter	50%	In Progress
Transit Business Model			Public Works	11/20/25: Public Works is waiting for more information from various department to finish the Business Model. 11/24/25: (staff meeting) - Financial numbers are complete. Take Aways: 1. Add following items to budget: OT, Training, Bus Storage and Drug Testing. 2. Develop Bus Driver schedule to determine OT hours. 3. Build model for Bus Drivers with no OT. 12/18/25: Staff met with HR to confirm the Job Descriptions. HR will review and finalize the descriptions and points; then forward points to Finance. 12/22/25: HR will post opening of part-time person. This person started 1/2/26.	25%	In Progress

Transit- Baxter Fares	Public Works	11/25/25: Mike emailed Brad ridership numbers and PP presentation. 12/1/25: Nick emailed Brad if Baxter is willing to adjust their rates to match Brainerd's rates? 12/1/25: Brad responded: "The City of Baxter is currently reviewing the ridership and revenue/expense data to determine any adjustments to its rates. The City bases its rates on the revenues derived from the program/service and does not subsidize the cost of this service through the use of its levy or other city funds." 12/1/25: Brad asked for the financial numbers from 2024 & 2025. 12/3/25: Mike emailed Brad, numbers will be sent by 12/5 12/5/25: Mike emailed Brad financial numbers for 2024 and YTD 2025. 12/19/25: Brainerd is waiting a response from Baxter to present to Baxter Council Transit Rates.	75%	In Progress
Stormwater Retention Pond- 1001 Anabec St- Bollig	Public Works	1/13/26: Tim, CC Engineer called Mike (PW Director) to discuss the drainage concerns on Bollig's property. If drainage study is requested by council, CC would be asked to assist with cost (30% per maintenance agreement), Tim plans to discuss with commissioner. 1/13/26: Mr. Bollig called to ask the size of Storm drain of SW 6th Street and Cora Street. Mike will research and respond by 1/20. 1/16/26: Mike sent Mr. Bollig the answer: a. SW 6th street -Various sizes: South of 701 SW 6th Street = 30 inches, Between 701 SW 6th Street and intersection with May Street = 24 inches, North of May Street = 15 inches b. Cora Street -Various sizes: West of SW 9th Street = 27 inches, Between SW 9th and SW 8th Streets = 18 inches, East of SW 8th Street = 12 inches 2/9: Contract for Stormwater Study awarded to HR Green. Contract has been revised and agreed upon. Work is expected to occur over the spring with presentation to CC in roughly May.	25%	In Progress

Massage Therapy ordinance	Police	10/22/25 - Lt. Kulzer met with Lutheran Social Services (LSS) Regional Coordinator of Safe Harbor. Specializes in youth and human trafficking. Discussed elements of illicitly run massage therapy providers. 10/29/25 - Chief Davis and Lt. Kulzer met with 30-year massage owner/operator Discussed lack of oversight by the State governing massage therapy. Recommendations for training, licensing, and oversight. 11/6/25 - Lt. Kulzer had continued discussion with LSS Safe Harbor Regional coordinator. Discussed potential licensing requirements. November 2025 - Lt. Kulzer reviewed massage therapy ordinances from St. Cloud, Willmer, Edina, Moorhead, Detroit lakes, and Rochester. 12/1/25 - Council direction to proceed with ordinance creation. 12/10/25 - Lt. Kulzer and Inv. Palcher attended the Minnesota BCA Internet Crimes against Children and Human trafficking conference. Illicit massage therapy and human/employment trafficking discussed as a nationwide problem. 12/11/25 - Lt. Kulzer discussed with assistant county attorney, who specializes in sex crimes the potential passage of a ordinance, which she supports as a tool to combat sex trafficking. 12/29/25 - Lt. Kulzer met with local owner/operator and discussed what elements should be included in an ordinance. 04/02/2026 - PD Administrative discussion on necessary elements of the ordinance. Need to finalize rough draft and bring to City Admin	60%	In Progress

BlockMetrix- Site Control	Community Dev	Purchase and Development Agreement- needs to be executed by BM Power Agreement- needs to be executed by BM Building Permits- have been applied for EDA will direct staff on next steps regarding the PDA at the June 5th meeting 6/6 - EDA took no action at the June 5th meeting 6/24 - Power Agreement is currently being reviewed by staff and will be reviewed by the PUC 7/2 - Power Agreement has been forwarded to Blockmetrix for review 7/30 - Staff set up a virtual meeting with Blockmetrix - Blockmetrix did not attend - stated that an issue came up 8/15 - Staff virtually met with Blockmetrix - Staff have not received a response 9/11 - Staff will virtually meet with Blockmetrix Staff is waiting on a response from Blockmetrix. 10/28 - BPU Commission considered redlined changes from Blockmetrix at the October meeting and recommended no changes. Blockmetrix stated without the redlined changes the project was not viable. 2/12/2026 - Staff met with the developer regarding development of the site. 3/10/2026 - Staff met with the developer regarding potential development of the site. 3/31/2026 - Public Utilities Commission to consider process for large power users. 4/1/2026 - Staff met with developer on next steps	50%	In Progress
Riverside Drive Orderly Annexation	Community Dev	2/17 - Public Hearing and CC consideration of Resolution to adopt Orderly Annexation Agreement with CWC. City Council directed staff to provide additional information based on questions from the public. 3/2 - City Council approved joint resolution. 3/24 - County Board to denied joint resolution at regular meeting. 4/6 - Staff to provide options for City Council on moving forward with the proposed annexation	75%	In Progress
805 Laurel	HRA	Developer is working on financing	10%	Waiting

Codification			Administration	1/20 Council approved the proposal from American Legal Publishing for codifications services up to $30,000 3/2 Staff has submitted necessary documents for codification to begin. The City's code will go into the queue and we will submit necessary ordinances that are passed in the meantime.	25%	In Progress
Airport Resolution			Administration	12/8/2025 Council discussed the Airport at its special meeting 2/23/2026 Airport Manager starts in position 3/31/2026 Staff met with Crow Wing County and Airport Commissioners	25%	In Progress
Network Integration	1/1/2026	12/31/2026	Technology		0%	In Progress
2027 Budget	1/1/2026	12/31/2026	Finance		0%	In Progress
Comprehensive Plan Update	12/17/2025	12/31/2026	Community Dev	3/2 - City Council approved Bolton & Menk as the comprehensive plan consultant 3/12 - Staff meeting with Bolton & Menk to review timeline and objectives	25%	In Progress

Main Lift Station Reconstruction	Public Utilities	The Facility Plan for the Main Lift Station Reconstruction was certified by the Minnesota Pollution Control Agency in 2025, establishing regulatory approval and allowing the project to advance toward funding and design. Following certification, the project was placed on the Clean Water Revolving Fund (CWRF) Project Priority List (PPL), and it has since fallen within the fundable range, making it eligible for a low-interest loan to support construction and related improvements. Final design work is currently underway with Widseth and HRGreen, with the project team coordinating closely to refine plans, evaluate constructability, and incorporate site-specific requirements. The design team is targeting submission of 90% complete plans to the MPCA by March 31, 2026, to allow for review and alignment with regulatory and funding requirements. Placement of the project on the CWRF Intended Use Plan (IUP) is anticipated in June 2026, confirming the project's eligibility for funding allocation and enabling final loan approval. Construction of the Main Lift Station Reconstruction is currently scheduled for 2027, following completion of final design, permitting, and procurement processes. The project team continues ongoing coordination with engineering consultants, regulatory agencies, and City staff to ensure the project remains on schedule and ready for construction.	25%	In Progress

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

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

Sale of Industrial Properties	Community Dev	6/5 - River Birch Investments submitted a letter of intent to purchase three industrial park lots at $1 per acre EDA was in favor of the project and directed staff to begin negotiations on a purchase and development agreement 6/16 - City Council directed staff to begin negotiations on a purchase and development agreement and were generally in favor of the project 7/21 - City Council passed ordinance to allow clinics in the industrial district 9/4 - EDA reviewed language and provided direction for a purchase and development agreement with River Birch Investments 2/17/26 - City Council to approved resolution conveying subject property to EDA 3/2/26 - City Council to consider resolution approving business subsidy 3/5/26 - EDA approved PDA and Conveyance of the property Developer is working on finalizing construction plans 6/1 - Conveyance of property closing date per PDA	75%	In Progress
Hydrodam	Public Utilities	Barr Engineering and City staff continue coordination related to procurement of a replacement generator for the hydro facility. Barr Engineering has recently confirmed through multiple suppliers that the previously considered submersible generator units are no longer in production or have been paused. This turbine type had been anticipated as the most economical option for the utility. Barr continues to evaluate alternative generation options for the hydro facility. Current analysis is focused on both equipment feasibility and the potential civil improvements required to install replacement units, as site modifications may significantly influence total project cost. One concept now under consideration is a stream diver generator installed vertically within the pit or tailrace area. Cost estimates have not yet been finalized as Barr continues evaluating installation requirements and associated expenses. A site visit was held on November 25 with area legislative representatives to review the facility, discuss project needs, and provide context on funding and infrastructure considerations.	25%	Waiting

Water Reclamation and Backwash Project		Public Utilities	Staff continues to pursue outside funding opportunities for the Water Backwash and Reclaim Facility Improvements project, including State Bonding, and the project has secured $5 million in special appropriations to date. Earlier project bids were rejected at the November Utilities Commission and December City Council meetings due to cost concerns. Based on recommendations from Bolton & Menk, the City transitioned to a Construction Manager at Risk (CMAR) delivery method to allow for value engineering and development of a Guaranteed Maximum Price (GMP). Following a procurement process initiated in May and June, proposals were solicited, received, and reviewed, and the Utilities Commission awarded the CMAR contract to Rice Lake Construction Group at its September meeting with a preconstruction services fee of $8,500. In November, the Commission also approved Bolton & Menk's professional services agreement for design, CMAR coordination, and construction engineering and administration in a not-to-exceed amount of $450,700. The project team held pricing and value engineering meetings in December 2025 and January 2026, with a third review scheduled for early March. The GMP is anticipated to be presented to the Utilities Commission in March, after which subcontractor prequalification and onboarding will begin and construction contracts will be brought forward for Commission consideration. The team continues refining plans, reviewing costs, and coordinating project elements to advance the project toward final pricing and construction readiness.	25%	Waiting	
Pedestrian Bridge		Public Works	Staff is pursuing funding opportunities including State Bonding	25%	Waiting	
Completed 2026						
Misdemeanor Prosecution Agreement	1/31/2026	Administration	Agreement with Severson Porter (12/1) Staff has sent the agreement to the cities of Nisswa & Baxter to get approval from their Councils. Executed fully on 1/5.	100%	Complete	1/15/2026

Gustafson Park Development	PW/CDD	12/8 - City Council directed staff to bring a preliminary plan to the Park Board for a formalized recommendation and receive a quote from a surveying company to replat the property (1/27) 12/17 - Staff received estimate to replat Gustafson Park 1/20/2026 Council voted to bring forth a resolution to dedicate Gustafson Park as a park and discontinue talks about development.	100%	Complete	2/6/2026
SAHA Funds	Community Dev	1/20 - City Council authorized staff to advertise proposal for available SAHA funds 2/20 - Final submittal deadline to apply for SAHA funds 3/2 - City Council will determine distribution of SAHA funds	100%	Complete	3/5/2026

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Hiring - Summer Temporary Employees

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Brittney Kummet, HR Director

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

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

SUMMARY OF ISSUE

Attached is a listing of our 2026 Summer temporary employees that have recently received a conditional job offer and have successfully completed their background checks.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Pursuant to MN Statute, seasonal assignments are limited to 67 working days per calendar year or 100 working days per year if the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

RECOMMENDED ACTION/MOTION

Approve the hiring of the 2026 Summer temporary employees as presented on the attached listing.

FINANCIAL IMPACT

The positions are included in the 2026 budget.

2026 Summer Temporary Employees

	Name	Job Title	Date of Hire	2026 Hourly Rate
	Dustin Downing	Parks Weekend Ball Field Maintenance	4/13/2026	$20.00
*	Chuck Smith	Concession Worker	4/20/2026	$18.00
*	Alyssa Shelito	Concession Worker	4/20/2026	$18.00
	Nicole Krawiecki	Concession Worker	4/20/2026	$18.00
*	Ashton Koering	Parks Seasonal Maintenance	3/30/2026	$20.00
*	Dennis Moore	Umpire	4/20/2026	$32.00/game
*	Troy Schilling	Umpire	4/20/2026	$32.00/game
*	Mary Waytashek	Umpire	4/20/2026	$32.00/game
*	Brad Eisenbeis	Umpire	4/20/2026	$32.00/game
*	Larry Eckel	Umpire	4/20/2026	$32.00/game
	Richard Leukam	Umpire	4/20/2026	$32.00/game
*	Donovan Jensen	Umpire	4/20/2026	$32.00/game
	Joshua Berns	Umpire	4/20/2026	$32.00/game

Submitted for Consideration at the April 6, 2026, Council Meeting

* Returning Employee

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Promotion - Sergeant Derek Pallansch to Deputy Police Chief

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Brittney Kummet, HR Director, Tony Runde, Deputy Police Chief

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): n/a - consent

SUMMARY OF ISSUE

An internal-only job posting process was recently conducted for our Deputy Police Chief position. Five employees applied and were invited to interview. Staff is recommending that Sergeant Derek Pallansch be promoted to Deputy Police Chief effective May 1, 2026. Mr. Pallansch will be placed on Step 5 of the Deputy Police Chief wage grid ($59.35 per hour). In addition, Staff requests that Council authorize Staff to begin the internal hiring process to backfill the Sergeant position.

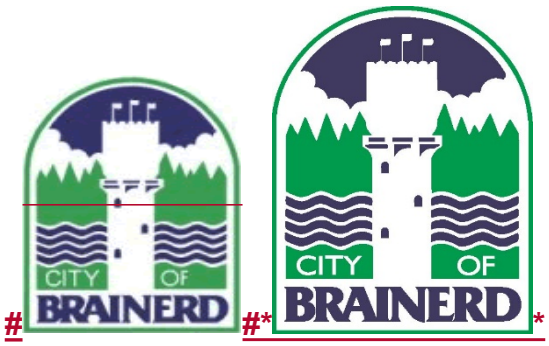
ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

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

RECOMMENDED ACTION/MOTION

Motion to approve the promotion of Derek Pallansch to Deputy Police Chief effective May 1, 2026, at Step 5 of the Deputy Police Chief Wage Grid ($59.35 per hour); to approve the updated Sergeant job description as presented; and to authorize Staff to begin the internal hiring process to backfill the Sergeant position.

FINANCIAL IMPACT



Police Sergeant

Department: Police FLSA Status: Non-Exempt

General Definition of Work

Performs difficult protective service work supervising personnel on assigned shift, enforcing laws, investigating criminal activity, ensuring public safety, maintaining records and files, preparing reports, and related work as apparent or assigned. *The Police Sergeant shall exercise moderate oversight over assigned personnel.*# ~~Work is performed under the limited supervision of the~~#*The Police Sergeant shall report to the* Deputy Police Chief ~~#and Police Chief~~. ~~Moderate oversight is exercised over assigned personnel.~~#

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

- Supervise#s# work of patrol personnel to ensure conformance with established standards of performance, accuracy of written reports and general operational effectiveness; recommends disciplinary action, and evaluates personnel advising, counseling and providing guidance and/or oral reprimand to officers.
- Operate#s# a patrol vehicle; observes violations of traffic laws, suspicious activities or persons and disturbances of law and order; responds to radio dispatches and answers calls and complaints.
- Respond#s# to radio dispatches and answer#s# calls and complaints; serves warrants, summons, etc.; completes arrest records; investigates applicable licenses.
- Enforce#s# traffic laws, investigate#s# accidents; issue#s# traffic citations; provide#s# first responder medical assistance.
- Make#s# arrests and test*ify*#~~ifies~~# in court; prepares incident and various special reports.
- Direct#s# activities at crime and accident scenes; gather#s# evidence; take#s# victim and witness statements.
- Perform#s# criminal investigations; interrogate#s# suspects; gather#s# evidence; conduct#s# surveillance; develop#s# informants; obtain#s# search warrants; apprehend#s# violators and prepare#s# case reports for prosecution.
- Prepare#s# detailed reports on activities and assignments; review#s# officers' reports for thoroughness and accuracy.
- Assist#s# in and attend#s# ongoing training in procedures, tactics, weapons, computer systems, and related subjects.
- Respond#s# to citizen inquiries and complaints.
- Oversee#s# and supervise#s# service calls; ensures appropriate actions are taken.
- Perform#s# Deputy Corner functions at initial death scene investigations when required.
- Assists Police Chief and/or Deputy Chief with administrative functions including grant writing and grant

administration.

- Assist#s# in developing and administering department policies and procedures.
- Receive and/or responds to complaints regarding police officer's conduct and follow department procedures.
- Maintain#s# equipment; ensure#s# officer's equipment is maintained.
- ~~#Assumes duties of Police Chief and/or Deputy Police Chief in his/her absence.#~~
- Attend#s# required and specialized training programs; may provide in-service training instruction to other department members.

Essential Functions (Cont~~.~~inued)

- Participate~~#s#~~ in police activities in support of community events and promote~~s~~ community policing for problem solving and developing partnerships.
- Perform~~#s related tasks as required#*~~other duties as assigned*.

Knowledge, Skills and Abilities

- Thorough knowledge of the rules and regulations of the Police Department.
- Thorough knowledge of police methods, practices and procedures.
- Thorough knowledge of the geography of the City and the location of important buildings.
- Thorough knowledge of state and local ordinances.
- Ability to understand and carry out oral and written instructions and prepare clear and concise reports.
- Ability to assign, instruct and review the work of subordinates.
- Ability to analyze situations and adopt effective and reasonable courses of action with consideration of surrounding hazards and circumstances.
- Skilled in the use of required firearms and the operation of police vehicles and equipment.
- Skilled in the use of personal and in-squad computers and related programs.
- Ability to deal professionally, courteously and fairly with the public and associates.
- Ability to establish and maintain effective working relationships with department personnel, other law enforcement agencies, associates and the general public.
- Leadership including 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 three (3) 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.
- 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 using hands to finger, handle or feel and reaching with hands and arms and occasionally requires standing, walking, running, sitting, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, exposure to vibration, 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~~#*30*, 20#~~18~~#*26*

Police Sergeant

Department: Police FLSA Status: Non-Exempt

General Definition of Work

Performs difficult protective service work supervising personnel on assigned shift, enforcing laws, investigating criminal activity, ensuring public safety, maintaining records and files, preparing reports, and related work as apparent or assigned. The Police Sergeant shall exercise moderate oversight over assigned personnel. The Police Sergeant shall report to the Deputy 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

- Supervise work of patrol personnel to ensure conformance with established standards of performance, accuracy of written reports and general operational effectiveness; recommends disciplinary action, and evaluates personnel advising, counseling and providing guidance and/or oral reprimand to officers.
- Operate a patrol vehicle; observes violations of traffic laws, suspicious activities or persons and disturbances of law and order; responds to radio dispatches and answers calls and complaints.
- Respond to radio dispatches and answer calls and complaints; serves warrants, summons, etc.; completes arrest records; investigates applicable licenses.
- Enforce traffic laws, investigate accidents; issue traffic citations; provide first responder medical assistance.
- Make arrests and testify in court; prepares incident and various special reports.
- Direct activities at crime and accident scenes; gather evidence; take victim and witness statements.
- Perform criminal investigations; interrogate suspects; gather evidence; conduct surveillance; develop informants; obtain search warrants; apprehend violators and prepare case reports for prosecution.
- Prepare detailed reports on activities and assignments; review officers' reports for thoroughness and accuracy.
- Assist in and attend ongoing training in procedures, tactics, weapons, computer systems, and related subjects.
- Respond to citizen inquiries and complaints.
- Oversee and supervise service calls; ensures appropriate actions are taken.
- Perform Deputy Corner functions at initial death scene investigations when required.
- Assists Police Chief and/or Deputy Chief with administrative functions including grant writing and grant administration.
- Assist in developing and administering department policies and procedures.
- Receive and/or responds to complaints regarding police officer’s conduct and follow department procedures.
- Maintain equipment; ensure officer’s equipment is maintained.
- Attend required and specialized training programs; may provide in-service training instruction to other department members.

Essential Functions (Continued)

- Participate in police activities in support of community events and promote community policing for problem solving and developing partnerships.
- Perform other duties as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of the rules and regulations of the Police Department.
- Thorough knowledge of police methods, practices and procedures.
- Thorough knowledge of the geography of the City and the location of important buildings.
- Thorough knowledge of state and local ordinances.
- Ability to understand and carry out oral and written instructions and prepare clear and concise reports.
- Ability to assign, instruct and review the work of subordinates.
- Ability to analyze situations and adopt effective and reasonable courses of action with consideration of surrounding hazards and circumstances.
- Skilled in the use of required firearms and the operation of police vehicles and equipment.
- Skilled in the use of personal and in-squad computers and related programs.
- Ability to deal professionally, courteously and fairly with the public and associates.
- Ability to establish and maintain effective working relationships with department personnel, other law enforcement agencies, associates and the general public.
- Leadership including 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 three (3) 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.
- 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 using hands to finger, handle or feel and reaching with hands and arms and occasionally requires standing, walking, running, sitting, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, exposure to vibration, 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 30, 2026

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Designation of Excess Utility Department First Aid Supplies and Authorize Sale of Surplus Items

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Paul Sandy, Public Utilities Director

DEPARTMENT: Public Utilities

PRESENTER: Paul Sandy, Public Utilities Director

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

SUMMARY OF ISSUE

As part of routine safety compliance and inventory management, staff recently completed the annual restocking of first aid kits. During this process, it was identified that several of the replacement kits included not only the expected expired items but also additional quantities of non-expired supplies, resulting in a duplication of certain first aid materials beyond operational needs. Following an inventory review, staff determined that the quantity of these supplies is now surplus to the needs of the Utility Department. These items are unused, in good condition, and remain suitable for their intended purpose.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

These surplus supplies were offered to all other departments across the City for restocking of all City first aid kits.

RECOMMENDED ACTION/MOTION

Staff recommends that the City Council deem these excess first aid supplies as surplus and authorize their sale in accordance with applicable Minnesota Statutes governing the disposal of municipal property.

FINANCIAL IMPACT

This approach maintains appropriate inventory levels and allows for recovery of value from the excess materials while ensuring compliance with statutory requirements.

X3®
Vinyl Gloves
Gants en vinyle
Guantes de vinilo
by AMMEX
Powder Free / Sans poudre
Smooth / Lisse / Suave
Ambidextrous / Ambidextre
XL
GPX348100
CONTENTS: 10 BOXES X 100 GLOVES
CONTENU: 10 BOÎTES x 100 GANTS
CONTENIDO: 10 CAJAS x 100 GUANTES
LOT NO. / N.° DE LOTE / N° DE LOT 313K8017
SHIPMT NO. / N.° DE ENVÍO / N° D'EXPÉDITION BR409333
2023-11-01
Made in China
Faites en Chine
Fabricado en China
V4 06-23_CN
Roseburg

Zip
5/2027
20
Zip
12
5/2027

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: MN Lawful Gambling Application - American Legion

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 Application to Conduct Offsite Gambling Submitted by the Brainerd American Legion for an Event to be held on May 6, 2026 at 1511 Northern Pacific Rd

FINANCIAL IMPACT

Camp Ripley

"The Warrior's Choice"

MINNESOTA NATIONAL GUARD

2026 CAMPR RIPLEY COMMUNITY BRIEF

Camp Ripley's Mission

Provide superior customer service, facilities, and resources empowering organizations to train in a realistic environment while fostering positive community relations.

Minnesota National Guard Leadership

Major General Shawn Manke

The Adjutant General of the Minnesota National Guard

Command Sergeant Major Jason Rost

Command Senior Enlisted Leader - Minnesota National Guard

34 Infantry Division Leadership

Brigadier General Joseph Sharkey

Commander of the 34th Infantry Division

Command Sergeant Major Marc Dempsey

Command Sergeant Major of the 34th Infantry Division

Camp Ripley Command

Colonel Troy Fink

Garrison Commander of Camp Ripley

Command Sergeant Major Chad Turner

Garrison Command Sergeant Major of Camp Ripley

Economic Impact

Payroll	**$**	**55,049,879.18**
Construction Projects & Maintenance Contracts	**$**	**60,400,000.00**
Utilities	**$**	**2,700,000.00**
Food/Meals	**$**	**5,103,958.28**
Amy REPI	**$**	**7,970,872.77**
Education (Statewide)	**$**	**14,733,852.49**
Total	**$**	**137,987,689.95**

Camp Ripley's Economic Impact increased by 66% in 2025 when compared to 2024
Camp Ripley has 800-1,000 State & Federal Employees

Location

- 52,831 acres (21,379 ha)
  - 50,731 acres (17,237 ha) Range
  - 2,100 acres (849 ha) Cantonment

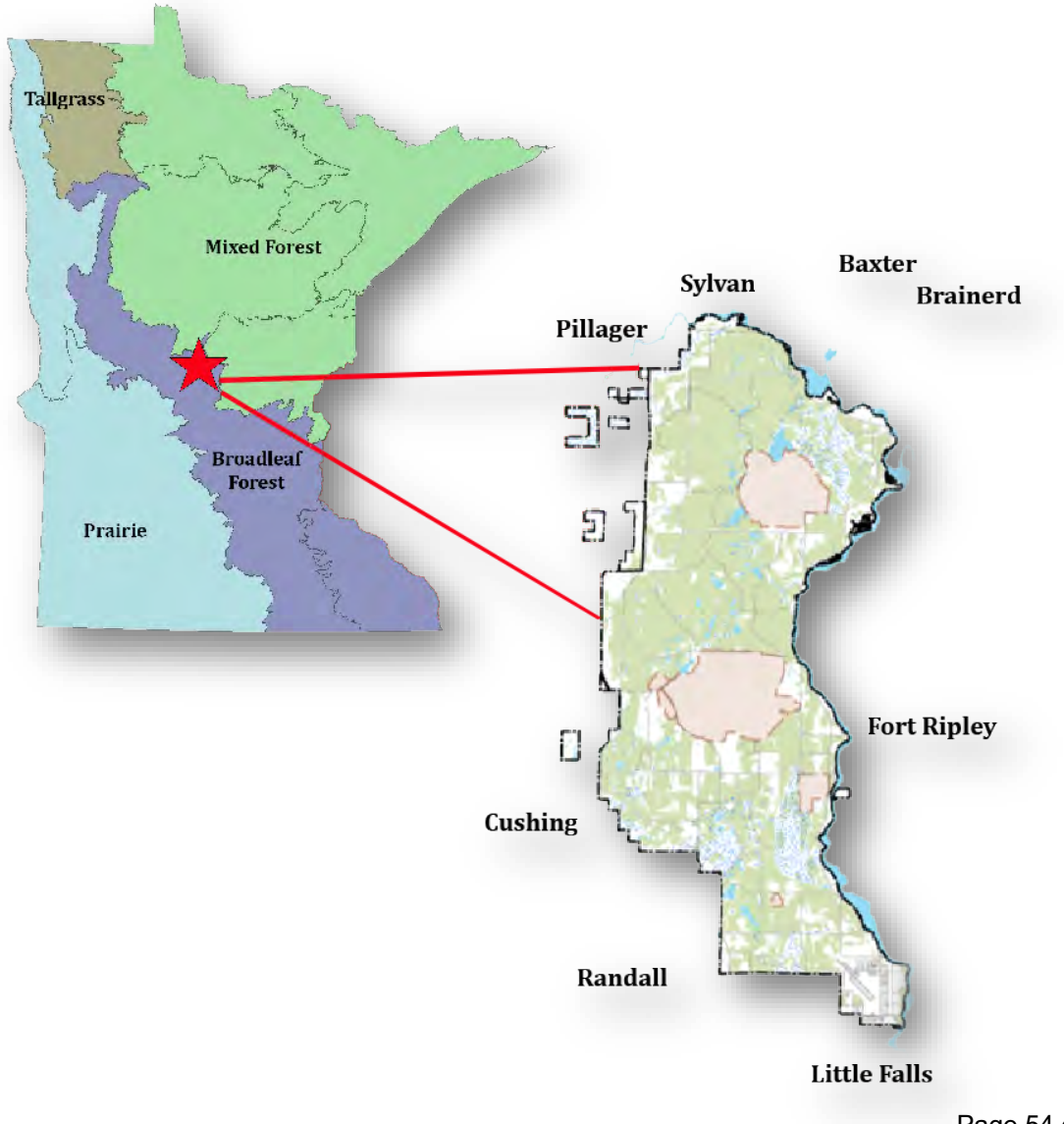
- State Owned Property

- Three Counties
  - Morrison
  - Cass
  - Crow Wing

- 18 miles (29 km) of undisturbed Mississippi River

- Level II Training Center

- 45 live and 23 non-live fire ranges



Accomplishments / Events

- In 2025, we hosted 582,225 DoW and 59,729 local/state interagency partners
- In 2025, Camp Ripley Training Center was the second heaviest utilized National Guard training center in the country.
- Hosted multiple training events with the Air Force, Navy, Marines, Coast Guard, along with the countries of Canada, Norway, and Croatia.
- Hosted DNR and State Patrol Academies
- Celebrated the 53rd Anniversary of NOREX
- Worked with area school districts to develop an Emergency Action Plan (EAP)
- Hosted the President of Croatia (2025)
- Hosted Chief of National Guard Bureau visit (2026)

Construction Update

- Area 5 (BN HQ/Dining Facility/ Supply Building) (In-Progress)
- Cantonment Training Area (CTA) 02 Infrastructure Upgrades (In-Progress)
- Consolidated Maintenance Activity (CMA) North Renovation (In-Progress)
- Renovation of Soldier Quarters (T-Buildings) (In-Progress)
- U.S. Property & Fiscal Office (USPFO) 15-2 (In-Progress)
- CTA 17 Wash Rack Renovation (In-Progress)
- Range Operations Renovation (In-Progress)
- Aircraft Hanger Renovation (In-Progress)
- Access Control Point (FY27)

Museum Update

MN Legislature approved $32.7M to build a new Minnesota Military and Veterans Museum

- Currently under construction (Final Completion September 2026)
- Located between Veterans Cemetery & Hwy 371
- 45,800 sq ft on 18.5 Acres
- Exhibit Galleries, Exhibit support spaces, an Environmental Learning Classroom, Exhibit Classroom, Office suite, Archival storage, and Collections Storage spaces.
- <u>$ 32.7M Appropriation</u>
  - $ 2.1M Design
  - $ 25.5M Construction
  - $ 1.3M Contingency
  - $ 90K Commissioning
  - $ 750K SIOH
  - $ 3.0M FFE

2026 Scheduled Training

MAR – 5,600 Military (Lake Superior Scottish Regiment)
1,350 Civilian

APR – 11,300 Military (MNNG BWC, Aerial Gunnery, Artillery, MVOP Hunt)
1,150 Civilian

MAY – 11,850 Military (Artillery, Modernization)
900 Civilian

JUN – 7,650 Military (Artillery, Modernization)
550 Civilian

JUL – 6,000 Military (Aviation, Tank/Bradley Gunnery, Modernization)
1,100 Civilian (Youth Camp)

AUG – 4,300 Military (Tank/Bradley Gunnery, Modernization)
1,150 Civilian (Youth Camp)

SEP – 6,450 Military (Tank/Bradley Gunnery, Small Arms Ranges, Modernization)
2,050 Civilian (Snowplow Training, iSportsman Hunts)

OCT – 4,800 Military (Small Arms Ranges, Modernization, MVOP Hunt)
2,000 Civilian (Snowplow Training, Youth Hunt, iSportsman Hunts)

Prescribed Burns

When: Approximately March-June Approx. 15,000 planned acres for 2026

Why we conduct burns:

- To create a safe training environment for Soldiers and protect surrounding communities
- Mitigates the risk of fires starting during range firing
- Improve and enhance native fire dependent plant communities

Considerations taken before burns:

- Wind Speed/direction
- Temperature
- Relative Humidity
- Fuel/moisture content
- Training area occupancy

Those involved:

- Camp Ripley's Fire and Emergency Services
- Camp Ripley's Dept. of Public Works
- Camp Ripley's Environmental Team

Community Outreach

- Camp Ripley Open House (September 2027)
- Environmental Field Tours, Festivals and Presentations
- Little Falls Day of Caring
- Morrison County Water Festival
- Memorial and Veterans Day Speeches
- Christmas Gift Tags (58 tags)
- Food Drives (467lbs)
- Blood Drives (5134 units/pint)
- Job Shadow Program
- Archery Hunting: (ripley.isportsman.net)

Veteran Outreach:

- Disabled American Veterans Hunts
- Trolling for the Troops Fishing Event
    - www.mnvetsoutdoors.org

Environmental Program

Partnership Driven

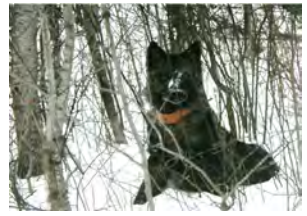
Agencies and organizations involved with resource management and support on Camp Ripley:

- US Fish and Wildlife Service
- Natural Resource Conservation Service
- MN Department of Natural Resources
- MN Board of Water and Soil Resources
- Morrison Soil and Water Conservation District
- Central Lakes College
- The Nature Conservancy
- Legacy Works Group
- Tribal Relationships

Most Awarded Conservation Team

Among all Services & Installations
10-year summary

2016	NR Conservation (Large Installation)	OSD
2018	CR Management (Large Installation)	OSD
2020	NR Conservation (Team)	OSD
2022	CR Management (Team)	SecArmy
2023	NR Conservation (Large Installation)	OSD
2023	NR Conservation (Team/Individual)	SECArmy
2024	NR Conservation (Large Installation)	ARNG
2024	CR Management (Team)	ARNG
2025	NR Conservation (Small Installation)	ARNG
2025	NR Conservation (Team/Individual)	ARNG



Collaborative Wildlife Research

- **Golden Eagle**: Only mid-west eagle transmitter project in the U.S.
- **Gray Wolf**: Federal listed species; No impact to military training
- **Blandings Turtle**: At-risk species, one of largest populations in MN resides at Ripley
- **Black Bear Radio-Telemetry**: Longest continuous research project in MN. Robust private-public partnership (Medtronic and University of MN

Sentinel Landscape Grant Funding FY24-26

- Federal
  - $7,190,590 REPI/ARNG
  - $5,030,000 Land and Water Conservation Fund
  - $2,500,000 NRCS Conservation Partnership Funding
- State
  - $6,384,000 Outdoor Heritage Fund

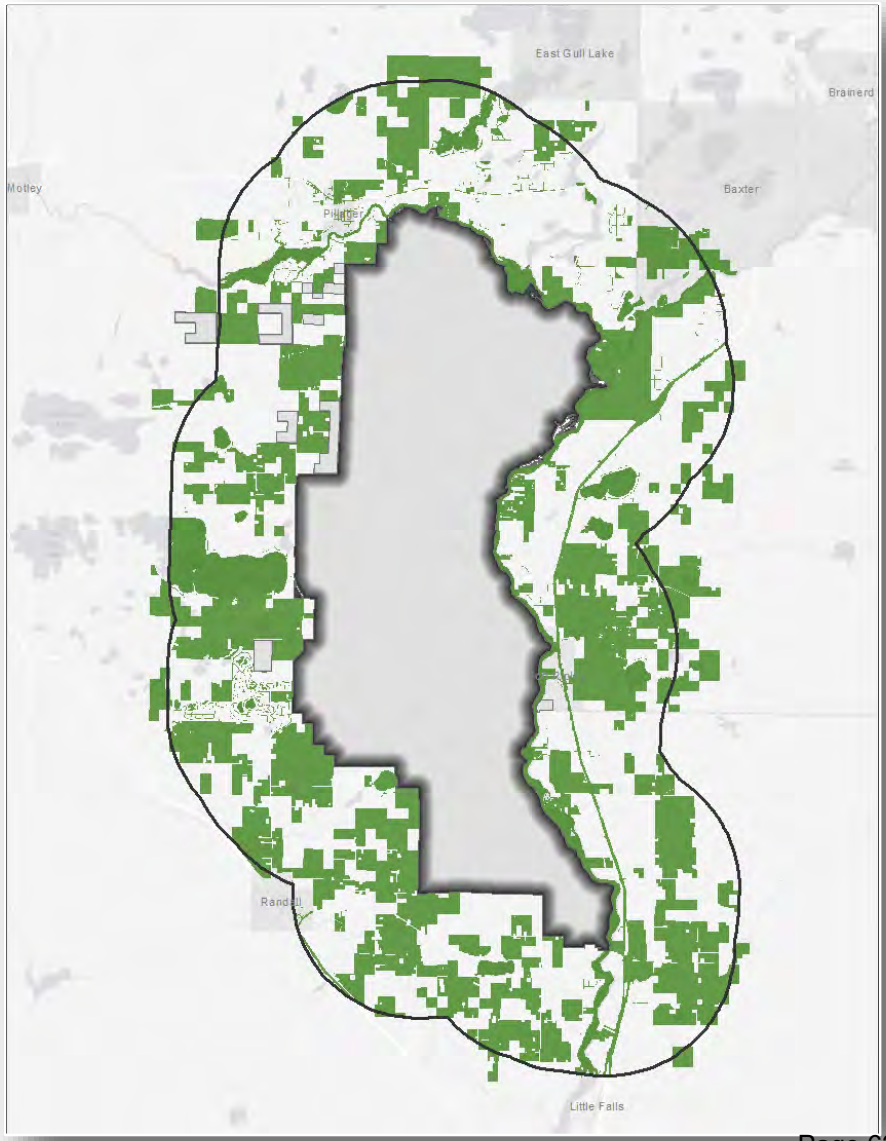
Army Readiness and Environmental Protection Integration (REPI)

Formerly Known as the Army Compatible Use Buffer (ACUB)

Conservation Easements and Acquisitions

- >40,000 acres enrolled
- Willing Landowners Only
- Maintaining Rural Landscape
- Protecting Habitat
- Protecting Agriculture
- Eliminating Training Restriction

- Land Management and Restoration
- Improve Agricultural Operations
- Manage and Improve Habitats
- Building Resiliency



State Partnerships

MN DNR

- Offices on Post
- Academy conducted
- Annual training events

MN State Patrol

- Offices on Post
- Academy conducted
- Annual training events

HSEM

- Multi-agency training events conducted

MN DOT

- Annual driver training events

Support to Civil Authorities

SERVE AND PROTECT
SHERIFF

HSEM
Homeland Security and Emergency Management

Typical Missions:

- Winter Storm Response
- Flood Response
- Wildfire Response
- Civil Disturbance

Typical Associated Tasks:

- Security
- Traffic Control (TCP)
- Evacuation
- Search and Rescue
- Civil Disturbance Control
- Aerial Wild land Fire Response
- Natural Disaster Relief
- Emergency Debris Clearance
- Emergency Shelter
- Mutual Aid (CRTC)

Soldier & Family Programs

Military and Family Life Counseling
Mr. John V. Reinert
571.921.5424
john.v.reinert@leidos.com

Soldier & Family Readiness
Mr. Troy Gjerde
320.616.3119
troy.t.gjerde.civ@army.mil

Beyond the Yellow Ribbon
Mrs. Stefanie Hurt
320.616.6192
stefanie.j.hurt.civ@army.mil

Unexploded Ordnance (UXO)

- (UXO) are military munitions that failed to function properly upon use

- Do not go near, touch, move or disturb a munition or suspect munition

- Carefully, leave the area, the same way you entered it

- Document your location with GPS if available

Reporting

- Off Camp Ripley: DIAL 911

- On Camp Ripley:
  Range Operations (320) 616-3137
  Public Safety (320) 632-7375

ORecognize - when you may have encountered a munition and that munitions are dangerous.

ORetreat - do not approach, touch, move or disturb it, but carefully leave the area.

OReport - call 911 and advise the police of what you saw and where you saw it.

Questions?

Follow up questions?
Please follow our social media or call 320-632-7000

MORE THAN SHELTER: A YEAR OF PROGRESS & HOPE

Annual Report for The Bridge on 7th

April 6, 2026

SERVICE STATS

SEPTEMBER 1, 2025-MARCH 31,2026

THE BRIDGE on 7th
OVERNIGHT SHELTER

- Number of Guests: 168
- Nights of sleep: 4435
- Age Range: 18-71
- Stay Range: 1-137 days
- Stay length:
  - up to 30 days: 53%
  - 1-3 months: 33%
  - 3+ months: 14%

PATHWAYS PROJECT

BRIDGES OF HOPE

SHARING BREAD SOUP KITCHEN

Lighthouse Beginnings

CROW WING COUNTY MINNESOTA

Goals

- Ongoing Coordination with Partner Organizations
- Daily Transportation & Guest Support
- Progress Monitoring

Early 2026 Successes

(since January 1, 109 guests)

- 6 secured employment
- 10 into housing
- 11 into treatment

Progress & Impact

THE BRIDGE on 7th
OVERNIGHT SHELTER

- Guest agreement
  - Daily shuttle
  - Pathways plan
- Collaboration
  - Pathways Project
  - Meeting & communication frequency
- Collaboration with Brainerd PD
  - Increased communication
  - Public Safety Plan
- Community Engagement
  - Time
  - Talent
  - Treasure

FROM SHELTER TO STABILITY

"THE BRIDGE GAVE US MORE THAN SHELTER. IT GAVE US HOPE AND A CHANCE FOR A FRESH START."

-ALYSSA

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Construction Contract and Bid - Nor-Son Construction for Fire Station Renovation

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Tim Holmes, Fire Chief

DEPARTMENT: Fire

PRESENTER: Tim Holmes, Fire Chief

ESTIMATED TIME (MIN): 15 minutes

SUMMARY OF ISSUE

At the February 2, 2026, City Council meeting, the Council approved the Design and Construction Services contract with Widseth and designated Nor-Son Construction as the General Contractor. Following this approval, Widseth finalized the construction documents on February 27, 2026, enabling Nor-Son Construction to solicit and secure competitive bids for the station renovation.

As of mid-March, Nor-Son Construction has finalized all construction bids. Utilizing the Gordian ezIQC (Intergovernmental Quantity Construction) procurement process, the total project cost has been established at $5,994,282.76.

This figure is comprehensive and inclusive of all construction costs, permits, project fees, and the previously approved Design and Construction Services contract with Widseth.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The current total project cost of $5,994,282.76 reflects a necessary adjustment from the initial $5,500,000 estimate. This increase is driven by a strategic decision to enhance the long-term usefulness of the station and mitigate future maintenance expenses. Key factors include:

Long-Term Infrastructure: To ensure the facility meets operational needs for the next 30–40 years, we have integrated important updates, such as expanded network infrastructure for all offices and work areas and the re-wiring of the fire alarm system.

Proactive Maintenance & Efficiency: We have incorporated critical deferred maintenance items such as roof replacement, exterior windows, soffits, and an outdated generator into this project. Addressing these needs now is significantly more cost-effective than managing them as standalone projects in the next 2–3 years.

Market Volatility: The project has been impacted by recent inflationary pressure on construction materials, including an 8% increase in steel costs during the first quarter of 2026 and a 20–30% increase in copper pricing over the past six months.

Strategic Funding & Offsets
We remain committed to being fiscally diligent, and we are actively pursuing funding opportunities to offset some of these costs:

Grant Funding: We are preparing an application for the State of Minnesota Fire Marshal's Extractor and Dryer Grant, which offers up to $18,000 in funding. Additionally, we are monitoring upcoming grant opportunities through Sourcewell opening later in the year.

Procurement Rebates: Through our utilization of the Sourcewell procurement process, the city will receive a 1% rebate on construction costs, representing approximate savings of $52,000.

All contract documents have been reviewed by the City Attorney. Note that the finalized contract with Nor-Son Construction excludes the Direct Purchase Budget, which will be managed independently to maximize project cost-efficiencies.

RECOMMENDED ACTION/MOTION
Move to approve the construction contract with Nor-Son Construction and approve total project cost of $5,994,282.76.

FINANCIAL IMPACT

CITY OF BRAINERD

FIRE STATION #1 RENOVATION

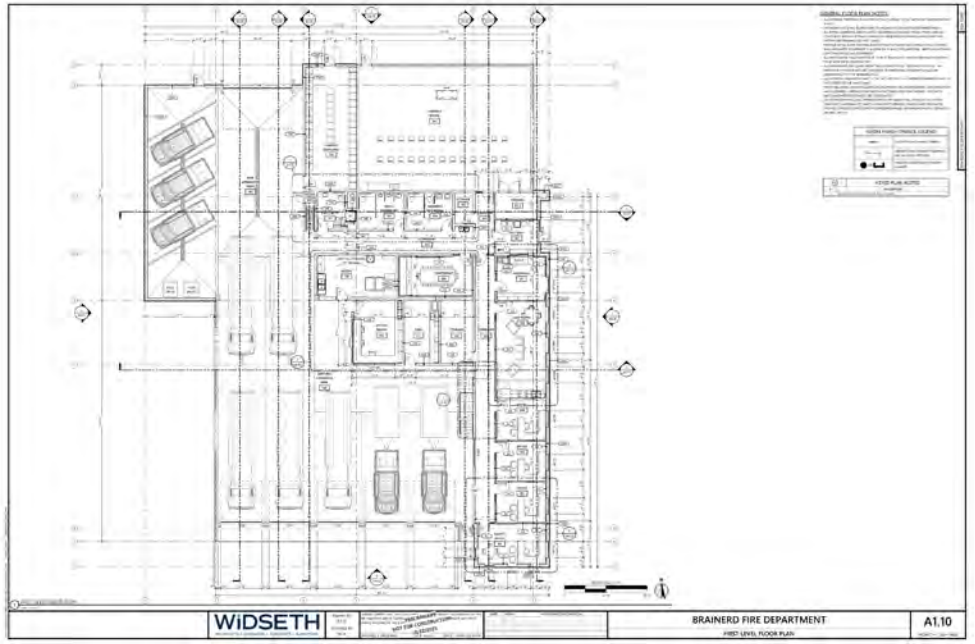
PROJECT UPDATE

April 6th, 2026

BRAINERD FIRE DEPARTMENT

Station #1 Renovation Review

- Final Construction Documents
- Bidding
- Final Construction Cost
- Project Schedule



2026 Construction Document Completed

BRAINERD FIRE DEPARTMENT

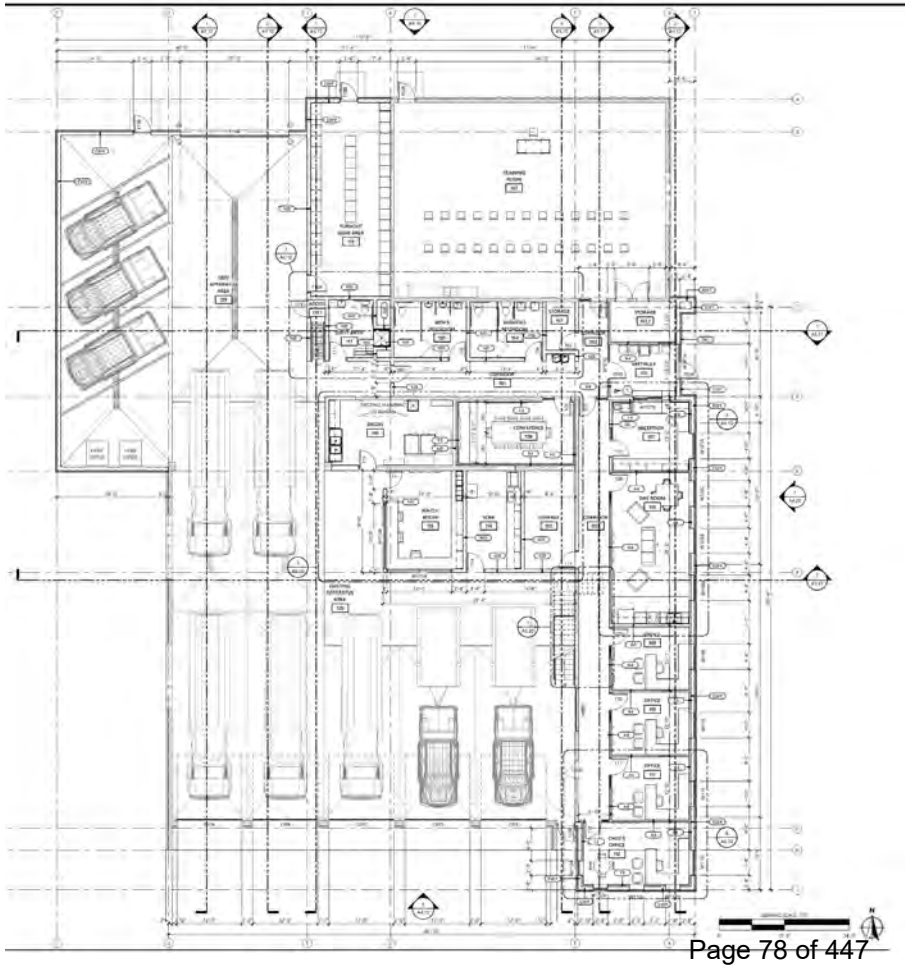
Renovation Project Cost

CONSTRUCTION COSTS							
DIVISION	CATEGORY	DESCRIPTION	QTY	UOM	COST PER UNIT	TOTAL	%
	WORK ORDER 152535.00 FOR CONSTRUCTION						
	BFD CONSTRUCTION BUDGET	BUDGET	1	B	$5,182,371	$5,182,371	
DIRECT	DIRECT PURCHASE BUDGET ITEMS						
		Widseth Design and Construction			$380,000	$380,000	
		Equipment, Permits, Inspections			$251,935	$251,935	
					DIRECT TOTAL	$631,935	
					SUBTOTAL	$5,819,692.00	
					CONTINGENCY %	3%	
					CONTINGENCY $	$174,590.76	
					Total Project Cost	**$5,994,282.76**	

BRAINERD FIRE DEPARTMENT

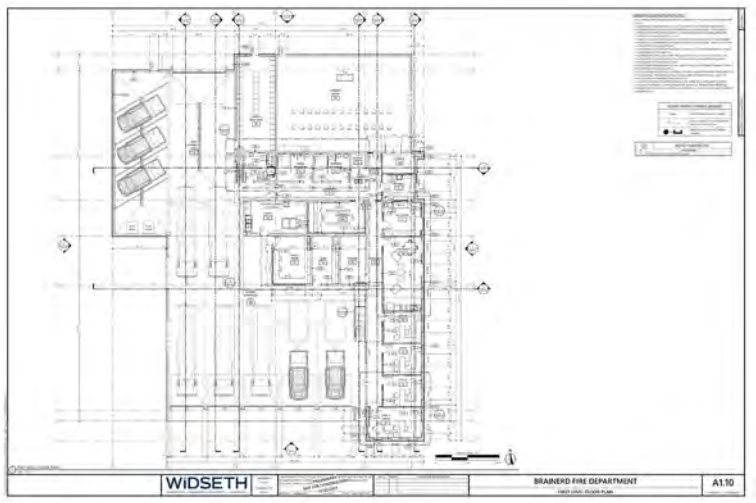
Renovation Project Cost

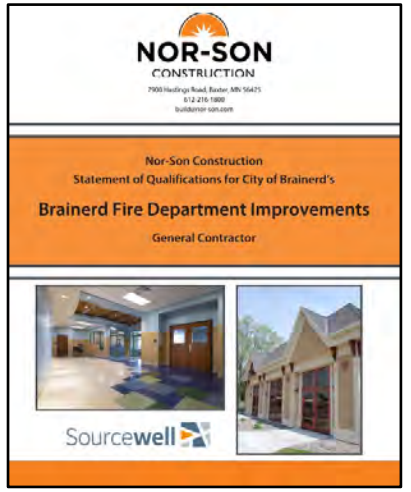
- Building for the next 30-40 years
- Deferred Maintenance
- Materials Cost Increases
- Grants and Funding



Next Steps

Project Cost Approval
Nor-Son Contract Approval
Start of Construction





AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 2nd day of April in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Brainerd
501 Laurel St.
Brainerd, MN 56401

and the Contractor:
(Name, legal status, address and other information)

Nor-Son Construction, LLC
7900 Hastings Rd
Baxter, MN 56425

for the following Project:
(Name, location and detailed description)

Brainerd FD- Station #1 Improvements
23 Laurel St.
Brainerd, MN 56401

The Architect:
(Name, legal status, address and other information)

Widseth
7804 Industrial Park Rd S
Baxter, MN 56425

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Mutually agreeable date between contractor and owner

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than Three Hundred and Sixty-five days (365) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million One Hundred Eighty-Two Thousand Three Hundred and Seventy-One Dollars ($5,182,371.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
Removed VapAir MD Vapor Barrier in lieu of 6 mil Poly
Substituted metal Z Furring channels in lieu of thermal girts on exterior
Removed By-Pass Isolation Switch
Substituted Nema 3R to Nema 1

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

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§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As stated in 5.1.2

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

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.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) retainage will be withheld

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 "The amount calculated under Minn. Stat **§ 15.72, subd 2 (e)"**
5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

For any work not substantially complete

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

As stated above in 5.2.2

§ 5.3 Interest

Rate Calculated pursuant to Minn. Stat. **§ 549.09**
(Insert rate of interest agreed upon, if any.)

(Rate Calculated pursuant to Minn. Stat. **§ 549.09)**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Mike Ageland
Widseth
7804 Industrial Park Rd S
Baxter, MN 56425

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Cost of work performed, plus fee and Ten Thousand Dollars

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Tim Holmes
Fire Chief
23 Laurel St
Brainerd, MN 56401

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Same as start date

.5 Drawings

Number	Title	Date
WSN-A-2024-10868	Brainerd FD-Station #1 Improvements	2-27-2026

.6 Specifications

Section	Title	Date	Pages
WSN-A-2024-10868	Brainerd FD-Station #1 Improvements	2-27-2026	728

.7 Addenda, if any:

Number	Date	Pages
#1	March 13th 2026	65

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[X] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[X] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Gordian/Sourcewell

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Scott Pikula - Project Manager	
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:05:45 CDT on 04/02/2026.

Changes to original AIA text

PAGE 1

PAGE 3

[x] Not later than ~~(~~ Three Hundred and Sixty-five days (365) calendar days from the date of commencement of the Work.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Five Million One Hundred Eighty-Two Thousand Three Hundred and Seventy-One Dollars ($5,182,371.00), subject to additions and deductions as provided in the Contract Documents.

Item	~~**Price**~~
Removed VapAir MD Vapor Barrier in lieu of 6 mil Poly	
Substituted metal Z Furring channels in lieu of thermal girts on exterior	
Removed By-Pass Isolation Switch	
Substituted Nema 3R to Nema 1	

PAGE 5

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section~~ "The amount calculated under Minn. Stat **§ 15.72, subd 2 (e)"**

PAGE 6

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Rate Calculated pursuant to Minn. Stat. **§ 549.09**

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~~%~~ (Rate Calculated pursuant to Minn. Stat. **§ 549.09)**

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Number	Title	Date	
WSN-A-2024-10868	Brainerd FD-Station #1 Improvements	2-27-2026	
Section	**Title**	**Date**	**Pages**
WSN-A-2024-10868	Brainerd FD-Station #1 Improvements	2-27-2026	728
Number	**Date**	**Pages**	
#1	March 13th 2026	65	

Variable Information

PAGE 1

AGREEMENT made as of the 2nd day of April in the year 2026

City of Brainerd
501 Laurel St.
Brainerd, MN 56401
Nor-Son Construction, LLC

7900 Hastings Rd

Baxter, MN 56425

Brainerd FD- Station #1 Improvements

23 Laurel St.
Brainerd, MN 56401

Widseth

7804 Industrial Park Rd S

Baxter, MN 56425

PAGE 2

[x] A date set forth in a notice to proceed issued by the Owner.

Mutually agreeable date between contractor and owner

PAGE 3

[x] Not later than ~~(~~ Three Hundred and Sixty-five days (365) calendar days from the date of commencement of the Work.

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Portion of Work	Substantial Completion Date
N/A	

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Five Million One Hundred Eighty-Two Thousand Three Hundred and Seventy-One Dollars ($5,182,371.00), subject to additions and deductions as provided in the Contract Documents.

Item	~~Price~~
Removed VapAir MD Vapor Barrier in lieu of 6 mil Poly	
Substituted metal Z Furring channels in lieu of thermal girts on exterior	
Removed By-Pass Isolation Switch	
Substituted Nema 3R to Nema 1	

Item	Price	Conditions for Acceptance
N/A		

Item	Price
N/A	

PAGE 4

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

None

N/A

As stated in 5.1.2

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

Five percent (5%) retainage will be withheld

N/A

N/A

For any work not substantially complete

As stated above in 5.2.2

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~~%~~ (Rate Calculated pursuant to Minn. Stat. **§ 549.09)**

Mike Ageland

Widseth

7804 Industrial Park Rd S

Baxter, MN 56425

[x] Litigation in a court of competent jurisdiction

Cost of work performed, plus fee and Ten Thousand Dollars

PAGE 7

Tim Holmes

Fire Chief

23 Laurel St

Brainerd, MN 56401

Nor-Son Construction, LLC

7900 Hastings Rd

Baxter, MN 56425

N/A

N/A

Same as start date

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Number	Title	Date	
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#1	March 13th 2026	65	

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated

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below:

[N/A] The Sustainability Plan:

[N/A] Supplementary and other Conditions of the Contract:

Gordian/Sourcewell

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_____

(Signed)

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(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Brainerd FD- Station #1 Improvements
23 Laurel St
Brainerd, MN 56401

THE OWNER:
(Name, legal status and address)

City of Brainerd
501 Laurel St.
Brainerd, MN 56401

THE ARCHITECT:
(Name, legal status and address)

Widseth
7804 Industrial Park Rd S
Baxter, Mn 56425

ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or

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contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor

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has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 If necessary for the project The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as

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well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field

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changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors

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shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

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.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless

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otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or

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entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

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When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

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polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract

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Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

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§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a

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Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3

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shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that

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the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

PAGE 3

8.3.1, 15.3.2, **15.4**-

PAGE 7

3.14, 6.2.5-

PAGE 15

PAGE 18

§ 2.3.4 If necessary for the project The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

PAGE 42

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law~~, but in any case not more than 10 years after the date of Substantial Completion of the Work~~.. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

PAGE 43

~~**§ 15.1.7 Waiver of Claims for Consequential Damages**~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

~~**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

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~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents~~

PAGE 44

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement~~. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

Variable Information

PAGE 1

Brainerd FD- Station #1 Improvements

23 Laurel St

Brainerd, MN 56401

City of Brainerd

501 Laurel St.

Brainerd, MN 56401

Widseth

7804 Industrial Park Rd S

Baxter, Mn 56425

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:18:29 CDT on 04/02/2026 under Order No. 20250107813 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Review Classification - Non-Conservation Tax Forfeit Parcels

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Attached is a notice the city received from Crow Wing County related to two parcels that the County has deemed "non-conservation" and will be put on the County land sale if the City concurs with those designations.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS The parcels listed in the notice are 41241606 and 41250756, the first adjacent to 1st Ave NE and the second adjacent to 11th Street SE. Staff has reviewed these parcels and recommendations from staff are as follows:

- Parcel 41241606 - Agree with the "non-conservation" status of the parcel so that is able to be offered as a proposed future direct sale. Property can be held in conservation by the City if the City deems there is future public purpose for the parcel such as streets, trails, parks, etc. Staff does not see any future public purpose for the parcel listed, and the parcel would be better served sold to a private entity.
- Parcel 41250756 - Disapprove of the classification until a future date. Currently, the City owns a sanitary sewer main that bisects the parcel, effectively limiting the ability for building on the parcel. See attached utility map. A project including replacement of the sanitary mains in this area is planned in the next couple of years and this is a high priority for staff to review alternative options for the alignment of the main.

RECOMMENDED ACTION/MOTION

1. Motion to concur with the non-conservation of Parcel 41241606 so it may be placed on the County tax forfeit land sale.
2. Motion to disapprove with the classification of non-conservation for Parcel 41250756 due to the presence of municipal utilities within the parcel.

FINANCIAL IMPACT

N/A

CROW WING COUNTY
MINNESOTA

Land Services
Department
218-824-1010

322 Laurel Street
Brainerd Minnesota
56404

RECEIVED
MAR 16 2026
CITY OF BRAINERD
ADMINISTRATION

March 11, 2026

Patrick Wussow
City Hall
501 Laurel Street
Brainerd, MN 56401

Re: Classification to "Non-Conservation" and Future Sale of Tax Forfeited Lands

Dear Mr. Wussow:

In the near future, the Crow Wing County Board of Commissioners will classify the tax forfeited parcels, attached, as "Non-Conservation" which is required prior to sale pursuant to MS 282.01

Before, however, Crow Wing County can proceed with its plans to offer these parcels for sale, the city or township wherein these parcels lie **"must first approve the classification and intended sale" by the County Board. The city or township "is considered to have approved the classification and sale if the county board is not notified of the disapproval...within 60 days of the date"** of this letter.

If you respond within 60 days and do not support the County Board's action, **"the County Board must follow the procedures in paragraphs (c) and (d) per MS Statute 282.01, with regard to the parcel, and must additionally cause to be published in a newspaper a notice of the date, time, location, and purpose of the required meeting."**

Please review the list of tax forfeited parcels, attached, and inform this office of your approval or disapproval of the County Board's future action to classify said parcels to a "non-conservation" status with intentions to sell at a future public auction.

Please include the zoning information for each tax forfeited parcel along with any special assessments that are or will be attached to each parcel.

Maps have been enclosed to aid in your review.

If you have any questions concerning this process, please advise.

Sincerely,

Jessica Shea
Operations Manager

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

41241606

Date: 3/11/2026 Time: 2:05 PM

CROW WING COUNTY MINNESOTA

PARID 41241606 **JUR 018**
NBHD 09_NERES **ROLL RP**
TAX FORFEITED

Owner Details For

Assessment Year:	2025
Pay Year:	2026
Owner Number:	1
Name:	TAX FORFEITED
In Care Of:	
Owner Address:	CROW WING COUNTY LAND SERVICES 322 LAUREL ST STE 15 BRAINERD, MN 56401-3590
City State Zip:	
% Owned:	100%
Owner Type Code 1:	OTH – OTHER

Parcel

Assessment Year:	2025
Pay Year:	2026
Property Address:	
City:	
State:	
Zip:	
Multiple Addresses:	No
Legacy Parcel ID	09153001005000 9
Neighborhood:	09_NERES - BRAINERD-NE RESIDENTIAL
Class:	960 – 5E TAX FORFEITURE NOT REPORTED
Property Use Code:	-
Lake	
GIS Acres	.96
Plat	09153-LUM AND KOOPS ADDITION TO THE CITY OF B
Lot	005
Block	001
Section-Twp-Range	24 - 045 - 031
Tax District:	41100 - 41 - CITY OF BRAINERD
Town/City	010200 – CITY OF BRAINERD
School District:	020181 – BRAINERD
Fire District:	
Rural Service:	
Watershed:	
Sewer District:	
Hospital:	
HRA:	080110 – BRAINERD HRA
Commissioner District:	3

Values

Tax Market Value:	0
Estimated Market Value:	30,300
Ref Market Value:	
TIF Tax Capacity:	0
Tax Capacity:	0
State Tax Capacity:	0
Old House Market Value:	0
New Construction Value:	0

Parcel Status

In Forfeiture:	No
COJ:	No
In Bankruptcy	
Escrow Company	
ACH	No
MH Court Agreement	
Cash Only	
Delinquent	No
Homestead	N – Non-Homestead
Relative	

Legal

LOT 5 BLOCK 1

Property Description

Plat/Park #:	09-153
Plat/Park Name:	LUM AND KOOPS ADDITION TO THE CITY OF B
Lot Block:	LOT 5 BLOCK 1
Property Address:	
Description:	
Building/Unit #:	
Deeded Acres:	1
Deeded Sq Ft:	
Municipality:	010200 - CITY OF BRAINERD

Tax Description

LUM AND KOOPS ADDITION TO THE CITY OF B

Legal

LOT 5 BLOCK 1

Property Tax by Jurisdiction

Pay Year:	2026
County Tax:	$.00
City / Town Tax:	$.00
State Tax:	$.00
School District Voter Levies:	$.00
School District Other Levies:	$.00
Special Taxing Districts-NTC:	$.00
Special Tax-TIF:	$.00
Special Tax-Fiscal Disp.:	$.00
Total Tax before Spec Asmts:	$.00
Special Assessments:	$.00
Total Tax Incuding Specials:	$.00
Half Payment:	$.00

Property Tax and Credits

Gross Tax Before Credits:	$.00
Taconite Credit:	$.00
Power Line Credit:	$.00
AG Credit	$.00
Disater Credit	$.00
School Bond Credit	$.00
Net Tax After Credits:	$.00

Miscellaneous Statement Information

Qualifying Tax Amount:	$.00
Veterans Exclusion:	$0
Senior Deferral:	N
Exempt:	Y
Tax Change:	N
MSA Int:	N
Coop #:	
Escrow Code:	
Homestead:	N – Non-Homestead
Parcel Grouping:	N
Tax District:	BRAINERD CITY - ISD 181

Rates

Total TCAP Rate %:	99.1229
Total Market Rate %:	0.0691
State Gen Tax Commercial Rate %:	28.3130

State Gen Tax Seasonal Rec Rate %: 9.2030

Sales

Sale Date	Sale Price	Instr. Type	CRV #	Grantor/Seller	Grantee/Buyer
01/01/1800		OTH			TAX FORFEITED

Sale Details

Instrument Type:	OTHER TYPE OF TRANSFER
Grantor/Seller:	
Grantee/Buyer:	TAX FORFEITED
Instrument/Sale Date:	01/01/1800
Transfer Date:	01/01/1800
Recorded Date:	
Auditor/Accept Date	
Improved/Vacant:	-
State Validity Code:	-
Sale Property Use:	-
CRV #:	
Old Document Number	
Total Sale Price:	
# of Pcls:	
Adjusted Sale Price:	
Instrument#	
Filing Office	-
COT#	

Land Summary

Line	Class	Rec #	Code	Land Description	Acres	SF	FF	Value
1		1	HGHOPN	HIGH OPEN/MEADOW/PASTURE	.96	41,818		30,300
Total:					.96	41,818	0	30,300

Land

Line:	1
Class:	
Rec #	1
Land Type:	A – ACREAGE
Land Code:	HGHOPN
Square Feet:	41,818
Acres:	.96
Land Value:	30,300
Frontage:	
Depth:	
Influence 1	
Influence 2	

Influence 3
Influence 4
Notes:

Green Acres/Rural Preserve

Land Program	
Total Land Program EMV	0
Tillable Land EMV	0
Land Program Tillable EMV	0
Acres	.00
Tillable Acres	.00
Land Program Tillable Acres	.00

Values

Reason Code:	
Review Date:	
Review Code:	1 – COST APPROACH
Review Reason:	
Appraiser ID:	
Exempt %:	%
Exempt Building:	0
Spec Proc Flag:	
Appraised Land:	30,300
Appraised Building:	0
Appraised Total:	30,300
Cost Land Value:	30,300
Cost Building Value:	0
Cost Total Value:	30,300
Market Value:	
Income Value:	0
GRM Value:	0
Total Residential Living Area:	
Total Commercial Living Area:	
Converted Land:	17300
Note 1:	
Note 2:	

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

41250756

Date: 3/11/2026 Time: 2:05 PM

CROW WING COUNTY MINNESOTA

PARID 41250756
NBHD 09_SERES
TAX FORFEITED

JUR 018
ROLL RP

Owner Details For

Assessment Year:	2025
Pay Year:	2026
Owner Number:	1
Name:	TAX FORFEITED
In Care Of:	
Owner Address:	CROW WING COUNTY LAND SERVICES 322 LAUREL ST STE 15 BRAINERD, MN 56401-3590
City State Zip:	
% Owned:	100%
Owner Type Code 1:	OTH – OTHER

Parcel

Assessment Year:	2025
Pay Year:	2026
Property Address:	
City:	
State:	
Zip:	
Multiple Addresses:	No
Legacy Parcel ID	09174008009G009
Neighborhood:	09_SERES - BRAINERD-SE RESIDENTIAL
Class:	960 – SE TAX FORFEITURE NOT REPORTED
Property Use Code:	-
Lake	
GIS Acres	.27
Plat	09174-SECOND ADDITION TO BRAINERD
Lot	009
Block	008
Section-Twp-Range	25 - 045 - 031
Tax District:	41100 - 41 - CITY OF BRAINERD
Town/City	010200 – CITY OF BRAINERD
School District:	020181 – BRAINERD
Fire District:	
Rural Service:	
Watershed:	
Sewer District:	
Hospital:	
HRA:	080110 – BRAINERD HRA
Commissioner District:	3

Values

Tax Market Value:	0
Estimated Market Value:	17,800
Ref Market Value:	
TIF Tax Capacity:	0
Tax Capacity:	0
State Tax Capacity:	0
Old House Market Value:	0
New Construction Value:	0

Parcel Status

In Forfeiture:	No
COJ:	No
In Bankruptcy	
Escrow Company	
ACH	No
MH Court Agreement	
Cash Only	
Delinquent	No
Homestead	N -- Non-Homestead
Relative	

Legal

N. 100 FT. OF S. 200 FT. EX. W. 50 FT. OF LOT
9 BLOCK 8

Property Description

Plat/Park #:	09-174
Plat/Park Name:	SECOND ADDITION TO BRAINERD
Lot Block:	N. 100 FT. OF S. 200 FT. EX. W. 50 FT. OF LOT
Property Address:	
Description:	
Building/Unit #:	
Deeded Acres:	0
Deeded Sq Ft:	
Municipality:	010200 - CITY OF BRAINERD

Tax Description

SECOND ADDITION TO BRAINERD

Legal

N. 100 FT. OF S. 200 FT. EX. W. 50 FT. OF LOT

9 BLOCK 8

Property Tax by Jurisdiction

Pay Year:	2026
County Tax:	$.00
City / Town Tax:	$.00
State Tax:	$.00
School District Voter Levies:	$.00
School District Other Levies:	$.00
Special Taxing Districts-NTC:	$.00
Special Tax-TIF:	$.00
Special Tax-Fiscal Disp.:	$.00
Total Tax before Spec Asmts:	$.00
Special Assessments:	$.00
Total Tax Including Specials:	$.00
Half Payment:	$.00

Property Tax and Credits

Gross Tax Before Credits:	$.00
Taconite Credit:	$.00
Power Line Credit:	$.00
AG Credit	$.00
Disater Credit	$.00
School Bond Credit	$.00
Net Tax After Credits:	$.00

Miscellaneous Statement Information

Qualifying Tax Amount:	$.00
Veterans Exclusion:	$0
Senior Deferral:	N
Exempt:	Y
Tax Change:	N
MSA Int:	N
Coop #:	
Escrow Code:	
Homestead:	N – Non-Homestead
Parcel Grouping:	N
Tax District:	BRAINERD CITY - ISD 181

Rates

Total TCAP Rate %:	99.1229

Total Market Rate %:	0.0691
State Gen Tax Commercial Rate %:	28.3130
State Gen Tax Seasonal Rec Rate %:	9.2030

Sales

Sale Date	Sale Price	Instr. Type	CRV #	Grantor/Seller	Grantee/Buyer
01/01/1800		OTH			TAX FORFEITED

Sale Details

Instrument Type:	OTHER TYPE OF TRANSFER
Grantor/Seller:	
Grantee/Buyer:	TAX FORFEITED
Instrument/Sale Date:	01/01/1800
Transfer Date:	01/01/1800
Recorded Date:	
Auditor/Accept Date	
Improved/Vacant:	-
State Validity Code:	-
Sale Property Use:	-
CRV #:	
Old Document Number	
Total Sale Price:	
# of Pcls:	
Adjusted Sale Price:	
Instrument#	
Filing Office	-
COT#	

Land Summary

Line	Class	Rec #	Code	Land Description	Acres	SF	FF	Value
1		1	HWD	HIGH WOODED ACREAGE	.27	11,761		17,800
Total:					.27	11,761	0	17,800

Land

Line:	1
Class:	
Rec #	1
Land Type:	A – ACREAGE
Land Code:	HWD
Square Feet:	11,761
Acres:	.27
Land Value:	17,800
Frontage:	
Depth:	

Influence 1	
Influence 2	
Influence 3	
Influence 4	
Notes:	

Green Acres/Rural Preserve

Land Program	
Total Land Program EMV	0
Tillable Land EMV	0
Land Program Tillable EMV	0
Acres	.00
Tillable Acres	.00
Land Program Tillable Acres	.00

Values

Reason Code:	
Review Date:	
Review Code:	1 -- COST APPROACH
Review Reason:	
Appraiser ID:	
Exempt %:	%
Exempt Building:	0
Spec Proc Flag:	
Appraised Land:	17,800
Appraised Building:	0
Appraised Total:	17,800
Cost Land Value:	17,800
Cost Building Value:	0
Cost Total Value:	17,800
Market Value:	
Income Value:	0
GRM Value:	0
Total Residential Living Area:	
Total Commercial Living Area:	
Converted Land:	10100
Note 1:	
Note 2:	

City of Brainerd Sanitary & Stormwater

3/23/2026, 7:42:14 AM

Sanitary Lines

Main

Tax Parcels

533544E147312N.sid

Red: Band_1

Green: Band_2

Blue: Band_3

1:724

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Proposals - 2026 Sanitary CIPP Lining

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

Proposals were solicited for the 2026 Sanitary CIPP Lining project. As a reminder, $100,000 was allocated in the capital plan for this work. Mains intended for lining were in the North Brainerd area between 5th and 7th Streets and between Washington and Juniper Streets. The mains in this area are over 100 years old and generally inaccessible for open trench replacement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS There were 3 proposals received for the 2026 CIPP Lining. The proposals are as follows:

1. Veit - $97,565.00
2. Visu-Sewer - $104,628.00
3. Insituform - $137,415.96

In addition, staff included a Bid Alternate item for spray lining of one of the block-built manholes in the project area. With the intention that there may be cost-effectiveness to having the manhole lined while the contractor is accessing the manhole during the main lining operations. Based on the low proposal for the main CIPP Lining, the cost for this additional work would be $14,400.

Based on the amount of budget, staff would recommend award of the CIPP lining including the manhole lining bid alternate. The total amount of the work would be $111,965.00.

RECOMMENDED ACTION/MOTION

Motion to award the proposal for Sanitary CIPP Lining to Veit in the amount of $97,565 including the Bid Alternate for manhole lining in the amount of $14,400, totalling $111,965.

FINANCIAL IMPACT

$111,965

Insituform Technologies USA, LLC
1140 Bunker Lake Blvd NW
Anoka, MN 55303
Tel: 651.253.0236

ID#: SO-00220240

Date: **March 27, 2026**

To: **City of Brainerd**
Jessie Dehn
501 Laurel Street
Brainerd, MN 56401

From: **Tony Ostgulen**
Business Development Manager
651.253.0236

Project Name: Improvement 26-04 2026 Sanitary CIPP Lining
Brainerd, MN **Bid Date: March 27, 2026**

Insituform Technologies USA, LLC. herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

If conditions are materially different from those communicated to **Insituform Technologies USA, LLC**., we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC**. harmless from all claims arising from backups and other effects of such actions or inactions from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, traffic control, and point repairs if needed. Installation can be completed after point repairs and access to both ends are completed.

Proposal Pricing

	Item	Unit	Est Qty	Unit Price	Amount
1	Mobilization	LS	1	$ 5,166.86	$ 5,166.86
2	Bypass	LS	1	$ 3,043.89	$ 3,043.89
3	Lining Sewer Pipe 8"	LF	763	$ 93.79	$ 71,561.77
4	Lining Sewer Pipe 10"	LF	365	$ 124.32	$ 45,376.80
5	Drainage Structure Liner	VF	12	$ 1,022.22	$ 12,266.64
					$ 137,415.96

1. Installation of CIPP by Water or Steam Install/Curing as required in specifications.

2. There will be a charge for each additional mobilization, for cleaning and/or lining, above the 1 anticipated mobilization. The additional mobilization cost will be provided in a Change Order request and must be approved by the GC, in writing, prior to additional mobilization.

3. We have the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in the proposal.

4. Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed, in writing, by the owner.

5. Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.

Proposal Inclusions

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Pipeline cleaning of normal deposits any conditions beyond 'normal" will be treated as an extra
3. Pre-Video inspections and documentation of existing pipes prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Confined space safe entry practices.
6. One-year standard construction warranty.
7. Certificate of insurance with standard coverage

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed if necessary.

b) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.

c) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.

d) Protruding tap removal unless specified

e) Manual operation of any pumping and/or metering stations.
f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
g) Legal dumpsite for debris resulting from pipe cleaning.
h) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*
i) Installation of cleanouts, or other ports, if required for special bypassing pumping requirements for businesses.
j) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
k) Project permits, special insurance, and/or local licenses.
l) Weekend/Holiday working hours.
m) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
n) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
o) Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.

Proposal Terms and Conditions

a) Limits of Liability. In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damage relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to the agreement of the parties on other terms and conditions as are customary in contracts of this nature.

e) Quantities are estimated. Unit prices apply for actual invoices and payment.

f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of the project.

g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

h) Prices stated are in effect thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, Inc.

i) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.

j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:	**Accepted By:**
Insituform Technologies USA, LLC.	
	_____ Signature
	_____Date_____
Anthony Ostgulen, Business Development Manager	Name/Title
	_____ Organization

Accepted by: Insituform Technologies USA, LLC.

_____ Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.

City of Brainerd

2026 Sanitary CIPP Lining Project

Form of Proposal

BASE PROPOSAL					
Spec. No.	**Description**	**Unit**	**Total Est. Qty.**	**Unit Price**	**Ext. Price**
2021.501	MOBILIZATION	LUMP SUM	1	$ 5,000.00	$ 5,000.00
2503.601	TEMPORARY BYPASS PUMPING	LUMP SUM	1	$ 500.00	$ 500.00
2503.603	LINING SEWER PIPE 8" (CIPP)	LIN FT	763	$ 80.00	$ 61,040.00
2503.603	LINING SEWER PIPE 10" (CIPP)	LIN FT	365	$ 85.00	$ 31,025.00
				TOTAL BASE PROPOSAL	**$ 97,565.00**
ALTERNATE PROPOSAL					
2506.603	DRAINAGE STRUCTURE LINER	LIN FT	12	$ 1,200.00	$ 14,400.00
				TOTAL ALTERNATE PROPOSAL	**$ 14,400.00**

Additional Considerations:

1. Project documents include the following:
   a. Plan Sheet 1 of 1
   b. Division S – Special Provisions
2. Work shall conform to the latest version of MnDOT Standard Specifications for Construction.
3. Price to include all labor, equipment, and materials necessary to complete the work.
4. All lining work to be completed by October 2nd, 2026.

This proposal dated this 27th day of March, 2026

Signed: _____

Title: Andy Dammer, Authorized Signatory

Veit & Company, Inc. CORPORATE SEAL DECEMBER 29, 1960 MINNESOTA

Addendum No. 1 2/25/26 Acknowledged

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **VEIT COMPANIES** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 29, 2022**

Certificate expiration date: **July 28, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **VEIT & COMPANY INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **2/14/2023**

Certificate expiration date: **2/13/2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242
contracts@veitusa.com

July 1, 2025

To Whom It May Concern:

Subject: Authorized Signers for Bids and Contracts

This letter serves to confirm the individuals authorized to sign bonds, bids and contracts on behalf of Veit & Company, Inc. a Minnesota-based corporation in good standing.

As recorded in the official minutes of our Board of Directors meeting held on May 6, 2025, the following individuals were duly approved as authorized signatories for all bidding documents, contractual agreements, and legally binding commitments entered into by the corporation:

- Vaughn Veit, Chairman of the Board of Directors
- Kelly Veit, CEO
- Steve Hedtke, CFO
- Tim Reimann, President
- Brian Volk, Treasurer
- Peter J. Williams, Secretary and General Counsel
- Jesse Roush, Assistant Secretary
- Michael Mahn, Senior Project Manager
- Herb Pundsack III, Senior Project Manager
- Andrew Dammer, Senior Project Manager
- Tyler Erickson, Senior Project Manager

This authorization shall remain in effect until amended or revoked by a subsequent resolution of the Board of Directors.

Please feel free to contact our office at 763-428-2242 or contracts@veitusa.com if you require further confirmation or additional documentation.

Sincerely,

Peter J. Williams, Secretary and General Counsel

State of Minnesota
County of Hennepin

KATIE KARNA
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2028

This instrument was acknowledged before me on July 1, 2025 by Peter J. Williams.

Signature of Notarial Officer
My Commission Expires: January 31st, 2028

City of Brainerd

2026 Sanitary CIPP Lining Project

Form of Proposal

BASE PROPOSAL					
Spec. No.	**Description**	**Unit**	**Total Est. Qty.**	**Unit Price**	**Ext. Price**
2021.501	MOBILIZATION	LUMP SUM	1	$ 11,300.00	$ 11,300.00
2503.601	TEMPORARY BYPASS PUMPING	LUMP SUM	1	$ 500.00	$ 500.00
2503.603	LINING SEWER PIPE 8" (CIPP)	LIN FT	763	$ 81.00	$ 61,803.00
2503.603	LINING SEWER PIPE 10" (CIPP)	LIN FT	365	$ 85.00	$ 31,025.00
				TOTAL BASE PROPOSAL	$ 104,628.00
ALTERNATE PROPOSAL					
2506.603	DRAINAGE STRUCTURE LINER	LIN FT	12	$ 1,060.00	$ 12,720.00
				TOTAL ALTERNATE PROPOSAL	$ 12,720.00

Additional Considerations:

1. Project documents include the following:
   a. Plan Sheet 1 of 1
   b. Division S – Special Provisions
2. Work shall conform to the latest version of MnDOT Standard Specifications for Construction.
3. Price to include all labor, equipment, and materials necessary to complete the work.
4. All lining work to be completed by October 2nd, 2026.

This proposal dated this 26th day of March, 2026

Signed: _____

Title: Division Manager

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Proposal - College Drive Guardrail Repair

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

On the evening of Saturday, March 21st, a vehicle crashed into the guardrail on the southwest corner of the College Drive bridge. The vehicle left the scene. Staff temporarily bent the guardrail out of the traffic lane to alleviate the immediate traffic safety concern. However, repair and replacement of the guardrail is necessary. Staff reached out to multiple vendors to receive a proposal for this work. One proposal was received by Erickson Infrastructure in the amount of $15,625 to perform this replacement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

N/A

RECOMMENDED ACTION/MOTION

Motion to approve the proposal from Erickson Infrastructure in the amount of $15,625 to replace the College Drive bridge guardrail.

FINANCIAL IMPACT

$15,625

Erickson Infrastructure
5560 Quam Ave
St. Michael, MN 55376
O.763.497.9209

To: City of Brainerd

Attn: Jessie Dehn
Date: 3/24/26

Project: College Dr Bridge Guardrail Replacement

Item	Description	Quantity	Unit	Unit Price	Total
1	REPLACEMENT OF GUARDRAIL	1.000	LS	$15,625.00	$15,625.00
				Grand Total:	**$15,625.00**

Pricing to include-

Damaged guardrail will be removed and replaced with MNDot Spec Type 31 Guardrail.

Damaged End Treatment will be removed and replaced with MSKT End Treatment

Snow Plow Delineator with be removed and replaced with a new one per MNDot Specs.

Prices good for 30days.

Exclusions are, but not limited to:

Grading/Staking/Survey/Backfill/Rock Drilling/Traffic Control/Winter Conditions/Permitting/bonding/bond share and fees.

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Vacant Building Fee - 224 N 5th Street

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE

The property located at 224 5th Street North experienced significant fire damage on 05/14/2023. The former property owners sold the property to Lucille Franz on 04/10/2024. Ms. Franz bought the property with the intent to remodel the structure. Prior to the purchase, staff made a representative for Ms. Franz aware that City Council was considering an ordinance that would place a $7,000 fee on properties with significant blight.

City Council passed Ordinance No. 1569 on July 1st, 2024, which created a $7,000 yearly fee for vacant buildings with significant exterior blight. The ordinance provides an opportunity for property owners to work with the Community Development Department to enhance the structure in an appropriate amount of time to forgo the $7,000 fee. A contract must be approved and signed by the property owner and building official.

The Community Development Department sent the vacant building registry letter and fee to Ms. Franz on 7/29/2024. After receiving the letter, Ms. Franz met with the Building Official and Community Development Director and indicated that she was meeting with contractors to remodel the property. Staff explained the parameters that must be in place for removal of the $7,000 fee. A contract was never executed, and a contractor was not hired to fix the issues.

A letter was sent to Ms. Franz on September 17th, 2024, that indicated a proposed $7,000 assessment fee and the date of the public hearing to dispute the assessment charges. Staff did not receive a letter from Ms. Franz and no one spoke at the public hearing regarding the proposed assessment. City Council approved the special assessment on October 21st, 2024, and the fee was placed on the property taxes. The property taxes are currently delinquent as indicated on the Crow Wing County website. Staff sent an additional violation letter on 10/7/2025 and an additional $7,000 fee is pending.

The property was initially cleaned of debris, tarps were placed over the holes in the roof, and the lawn had been mowed and maintained. The property continues to have tarps on the roof, windows are

boarded up, and significant fire damage can be seen on all sides of the structure. The tarps are beginning to fail as indicated in the attached photos.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

A letter from Ms. Franz is attached to the agenda item requesting the assessment fee be removed due to extenuating circumstances.

RECOMMENDED ACTION/MOTION

City Council should review all documents and take one of the following actions:

1. Motion to remove the ($7,025 plus interest) special assessment from 2025 and the pending $7,025 assessment.
2. Motion to remove the ($7,025 plus interest) special assessment from 2025.
3. Motion to remove a portion of the amount from the 2025 assessment.
4. Take no action.

FINANCIAL IMPACT

To:

Mr. Darrin Deseth

Mr. Jason Stockinger

Miss Stephanie Bestell

Brainerd City Council Members,

Crow Wing County Commissioners

Neighbors of 224 N. 5th Street Brainerd

I purchased the property located at 224 N. 5th Street April 2024. In September, I was made aware of a nuisance fee charged to said property via a letter. I was not informed of said fee when I bought the property, otherwise I would not have purchased it. Upon receiving this letter, I went to City Hall and spoke to Stephanie Bestell. I told her I had purchased the property and asked what this letter meant. Stephanie told me not to worry about it, "it was just something to encourage me to continue fixing up the place".

Work began almost immediately upon purchase including cleaning up the debris and hauling it out; and collecting and hauling out several loads of junk trees and branches that had been left there. I hired Sean Farrell to mow the grass and trim shrubs. Keith Aho was hired and paid $540 to reconstruct the dilapidated garage stairs. Mike's Tree Service was hired and paid $999 to cut down and remove the dead trees. I also contacted several construction companies in May/June regarding the roof but was told they were already booked or did not have the equipment to fix the roof. I then hired two different companies: one to tarp the roof for $2500; then a second to get rid of the pigeons roosting in the house. Once the pigeons were gone, I had the home checked for asbestos and other hazardous contaminants. These contaminants were cleaned and removed for $3,700.

When I bought the property, it was my intention to repair the house. At the time of purchase, my husband, Les Franz and I had previously sold our home in Brainerd and were living at Whitefish at The Lakes, an assisted living facility in Crosslake Minnesota. Les had several health issues, including chronic hereditary bleeding conditions, Alzheimer's and dementia, diabetes and heart condition. On November 22nd, 2024, I was hospitalized for 10 days with pneumonia, influenza and another bacterium. When released from hospital, I spent three weeks at Bethany for rehab. With his many health issues, Les went to be with his son Dan in Cottage Grove MN for that time, as he could not be left alone. His blood disorder and dementia required constant care. Upon our return to Whitefish, Les was moved into a memory care unit so he could get the additional care he now needed. Part of my responsibilities as his wife included taking him to St. Joseph hospital every two weeks

for treatments and transfusions. My role as his primary caregiver limited my time to work on the property. I did continue to talk to contractors but because of my focus on Les' needs, I couldn't spend the time or energy to follow through. The stress of this situation as his primary caregiver impacted my health, exacerbating my atrial fibrillation (afib). After several episodes requiring emergency room visits, my cardiologist, Dr. Stockman from Minnesota hospital group at Abbott, sent me down to The Twin Cities to get a pacemaker implanted in April 2025. On June 13th , 2025 Les passed away in Whitefish while I was recovering from surgery in Brainerd under the care of my daughter, Brenda Farrell. With Les' passing, I was now required to exit the memory care unit by June 30, 2025. I moved to my daughter Brenda's who was now facing some serious medical problems and could not give me the help and assistance I needed to recover. Late September 2025 my daughter Renee Kyro, who lives in North Carolina, came to Brainerd and gathered me up to go live with her. We left Brainerd early October. Since arriving in NC, I have had several health-related events, including 2 episodes of afib requiring hospital stays. The second was so severe they had to use the paddles to revive me. Since then, I have had two cataract surgeries. In April I will have a Watchman device surgery for my heart as well as other diagnostic procedures.

Due to these extenuating circumstances, I listed the property for sale in November of 2025. It has been shown many times, and several offers have been made, but this outstanding nuisance fee has been a deal breaker, especially given the disproportionate fee versus the current value of the property. This fee has made it nearly impossible to sell the property. I had really looked forward to restoring that house, which I have admired for many years. But given my unavailability to work with local contractors, the nuisance fee for potential buyers, my life /health circumstances and the death of my husband, I can no longer do what I would have liked to have done with this house. It would help me greatly in selling the property if you would please dismiss or forgive or remove that nuisance fee from the tax rolls.

Thank you for your time and consideration.

Sincerely,

Lucy Franz

This citation charges you with vacant building registration fees
Section 445

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN24-0450

Date of Violation: 07/29/2024 Parcel ID: 41241421

Violator(s): FRANZ, FERN LUCILLE
35625 OSTLUND AVE
CROSSLAKE, MN 56442

Location/Address of Violation: **224 5TH ST N**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
Section 445 Vacant Dwellings and Buildings	445.09 Vacant Building Registration	$7000.00

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promote community pride. The purpose of this ordinance is to enhance the livability and preserve the tax base and property values of buildings within the City, and the need to assure that buildings which are capable of rehabilitation are promptly rehabilitated and buildings which are not capable of rehabilitation be promptly demolished.

The owner of a building or structure designated as vacant pursuant to this section may appeal such designation to the City Administrator or designated representative within twenty-one (21) days after receipt of the designation. The administrative hearing procedure shall follow the procedure pursuant to Section 320.19 of the City Code.

Representative: James L. Kramvik, Community Development Director Date: 07/29/2024

Representative's Signature: James L. Kramvik (served via first class mail)

www.ci.brainerd.mn.us

September 17, 2024

FRANZ, FERN LUCILLE
35625 OSTLUND AVE
CROSSLAKE, MN 56442

RE: Nuisance Abatement and Administrative Citations

Dear Property Owner,

Included is a Notice of Hearing for a Public Hearing scheduled for 7:30 p.m., Monday, October 21st, 2024 in the City Council Chamber of City Hall at 501 Laurel St. to consider the proposed special assessments for nuisance abatement and/or administrative citation(s).

Your property described as: 224 5TH ST N

Parcel Number: 41241421

Is proposed to be assessed as follows:

Proposed Assessment: $7,025

If you wish to contest this proposed assessment, you will need to appear before the City Council during the public hearing on October 21st. If you cannot attend the public hearing, you will need to submit a written statement contesting the proposed assessment to the Community Development Department no later than Friday, November 1st, 2024.

Following the Public Hearing on October 21st, you will receive another letter stating that the Council has ordered the assessments and that they can be paid within 30 days (thru November 20th) without interest. Unpaid balances after that date will be certified for collection along with the property taxes payable in 2025 with 4.90% interest added to the assessment amount.

Please feel free to contact the Community Development Department at 218-828-2307 if there are any questions related to the hearing or the proposed assessments.

Sincerely,
CITY OF BRAINERD

James Kramvik
Community Development Director

www.ci.brainerd.mn.us

October 22. 2024

FRANZ, FERN LUCILLE
35625 OSTLUND AVE
CROSSLAKE, MN 56442

RE: Nuisance Abatement and/or Administrative Citation Assessment

Dear Property Owner(s):

An assessment roll covering the above work has been prepared and filed in the City Administrator's office. The amount assessed against the property recorded in your name described as:

RE CODE: 41241421
LEGAL DESCRIPTION:
PROPERTY ADDRESS: 224 5TH ST N

Is $7,025. This amount or partial payments may be paid in the City Administrator's office without interest through November 21, 2024. After that date, interest will be charged at the annual rate of four and nine hundredths (4.90%) percent. Any unpaid balance will be certified to the Crow Wing County Auditor and collected over a one (1) year period along with your property taxes.

Please feel free to call me at 218-828-2307 if you have any questions.

Sincerely,
CITY OF BRAINERD

James L. Kramvik
Community Development Director

Fire Damage – 2nd Notice

10/13/2025

FRANZ, FERN LUCILLE
35625 OSTLUND AVE
CROSSLAKE, MN 56442

RE: **Unsafe Structure - Case # EN23-0531**
Brainerd City Code - Section 420 - Fire Damage – 60 Days
Address: 224 5TH ST N
Parcel Number: 41241421

Structure Description: Single Family Dwelling (IRC-1)

Dear Property Owner:

A letter was previously sent to you, dated 09/09/2025 (copy enclosed), requesting that you contact our office and inform us of your intentions for the fire damaged structure located at **224 5TH ST N.** As of the date of this letter, we have not received a response from you. I am requesting that you contact our office to inform us of your intentions to repair or to raze the damaged structure.

You are expected to reply to this notice as soon as possible but not more than **thirty (30) days** from the date of this letter. If you do not reply to this notice within the requested thirty (30) days, our department intends to perform a field inspection to verify compliance with Brainerd City Code – Section 420. If you do not reply to this notice and the structure is found to be a hazardous structure, it is the intention of the City of Brainerd to exercise administrative and legal procedure, as outlined in MN Statutes Section Ch 463, to employ private contractors to secure the damaged structure and/or totally remove the structure with all costs involved in so doing to be recovered by the City in the form of a special assessment applied on the real estate taxes against the property, as provided for by law.

Please contact this office with any questions or to provide a status of this structure. You can contact us one of three ways:

1. Call our office at 218-828-2307 or
2. Email our office at building@ci.brainerd.mn.us or
3. Visit our office located on the second floor in City Hall at 501 Laurel Street.

As a reminder, no repair or demolition work is to start without a permit being issued.

A follow up inspection has been scheduled for 11/13/2025

Respectfully,

Darrin Deseth, Building Official
Department of Building Safety – City of Brainerd

Unsafe Structure - Final Notice

11/18/2025

FRANZ, FERN LUCILLE
35625 OSTLUND AVE
CROSSLAKE, MN 56442

RE: **Unsafe Structure Violation - Case # EN23-0531**
Condemnation – Unsafe Structure – Fire Damage – 90 days
Address: 224 5TH ST N
Parcel Number: 41241421

Structure Description:

Dear Property Owner:

The Department of Building Safety was notified that on 05/14/2023, the **house structures located at 224 TH ST N was damaged by fire**. Brainerd City Code - Section 420 requires that any building damaged by fire is to be repaired or razed in a reasonable period of time, but the work must begin no later than 90 days from the date the damage occurred. On **11/18/2025**, a field inspection was performed to verify compliance. During the inspection, this structure was observed to still exist and to continue to remain in a severe state of damage. As a result of this field inspection, the damaged structure was determined to be a hazardous structure and a danger to the life, health, property, or safety of the public. Please refer to the inspection report included with this letter. As such, it falls within the provisions of MN Statues Section 463 and Brainerd City Code Section 450.15 and needs to be torn down and removed immediately.

The structure shall remain secure until it has been razed, and the premises leveled to the existing grade. Any fire related garbage or debris is to be removed as soon as possible. A demolition permit is required whenever a structure is razed in the City of Brainerd.

In the event that you fail to comply with this directive, it is the intention of the City of Brainerd to exercise administrative and legal procedure, as outlined in MN Statutes Section Ch 463, to employ private contractors to secure the damaged structure and/or totally remove the structure with all costs involved in so doing to be recovered by the City in the form of a special assessment applied on the real estate taxes against the property, as provided for by law.

THIS IS OUR LAST REQUEST. This office will expect you to reply to this notice not more than **fourteen (14) days from the date of this letter and to remove the damaged structure within thirty (30) days from the date of this letter.** The Department of Building Safety can be reached by calling 218-828-2307.

A follow up inspection has been scheduled for 11/18/2025

Respectfully,

Darrin Deseth, Building Official
Department of Building Safety - City of Brainerd

www.ci.brainerd.mn.us

September 17, 2024

FRANZ, FERN LUCILLE
35625 OSTLUND AVE
CROSSLAKE, MN 56442

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Please feel free to contact the Community Development Department at 218-828-2307 if there are any questions related to the hearing or the proposed assessments.

Sincerely,
CITY OF BRAINERD

James Kramvik
Community Development Director

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Proposal - Professional Services Agreement with SEH for the Development of City Standard Details and Specifications

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Paul Sandy, Public Utilities Director

DEPARTMENT: Public Utilities

PRESENTER: Paul Sandy, Public Utilities Director, Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

The City currently utilizes a combination of legacy standard details and technical specifications to guide the design and construction of public infrastructure, including streets, watermain, sanitary sewer, stormwater systems, and erosion control measures. Many of these standard details and specifications were developed incrementally over time and have not undergone a comprehensive update in several years. In some cases, portions of the standards are outdated, inconsistent with current industry practices, or do not fully reflect updated regulatory requirements from agencies such as the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDH), and MnDOT.

As a result, project-specific design decisions are often made on a case-by-case basis, which can lead to inconsistencies between projects, increased review time, and variability in construction quality. This condition applies across all project delivery methods, including City-led projects, consultant-led designs, and private development projects that are ultimately dedicated to the City.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The development of a comprehensive and standardized set of City engineering details and technical specifications is necessary to improve consistency, efficiency, and quality across all public infrastructure projects. Establishing clear and up-to-date standards will:

- Provide a uniform basis for design across all City, consultant, and developer-led projects
- Ensure compliance with current regulatory requirements and industry best practices
- Reduce ambiguity during design and construction, minimizing change orders and disputes
- Streamline the plan review and approval process for staff
- Improve long-term system performance, maintainability, and lifecycle cost management
- Create clear expectations for contractors and developers working within the City

The absence of a modern, consolidated set of standards increases the administrative burden on staff and introduces avoidable risk in both design and construction phases.

Staff has received a proposal from SEH to develop a complete and coordinated set of City standard details and technical specifications. SEH recently completed a City standard details and specifications project similar to this for the City of Baxter, and we will be utilizing the City of Baxter's template as a starting point for the City of Brainerd's Standard Details and Specifications. The proposed scope of services includes, but is not limited to, the following components:

• Review and evaluation of existing City standard details and specifications
• Coordination with City staff to identify preferences, operational considerations, and known issues
• Development of updated standard construction details for roadway typical sections, watermain system and appurtenances, sanitary sewer systems and structures, stormwater drainage features, erosion and sediment control measures, and miscellaneous public works infrastructure components.
• Preparation of comprehensive technical specifications aligned with the updated details
• Incorporation of applicable state and federal regulatory requirements
• Development of standards suitable for use in City-led, consultant-led, and developer-led projects
• Creation of a user-friendly and organized format for long-term implementation

The final deliverables will include a complete set of standard plates/details and a written specification manual intended to be adopted as the City's governing design and construction standards.

Adoption of updated City standards will provide long-term value by establishing a consistent framework for all infrastructure projects. These standards will serve as the foundation for plan preparation, review, bidding, and construction, regardless of project delivery method.

For City-led projects, the standards will reduce design time and improve internal consistency. For consultant-led projects, the standards will provide clear direction and expectations, minimizing revisions during plan review. For developer-led projects, the standards will ensure that privately constructed infrastructure meets City requirements prior to acceptance and dedication.

Additionally, standardized details and specifications will improve communication between designers, contractors, and City staff, leading to more efficient project delivery and improved construction outcomes.

The proposed Professional Services Agreement includes a not-to-exceed fee of $40,000, as outlined in the consultant's proposal. Staff consider this effort to be a critical investment in improving the efficiency, consistency, and quality of infrastructure project delivery across City-led, consultant-led, and developer-led projects.

To accommodate this work, staff are proposing to allocate funding across multiple enterprise and construction fund sources that directly benefit from the development of standardized details and specifications. The proposed cost distribution reflects the anticipated level of effort and applicability of the standards to each utility and infrastructure system, and is outlined as follows:

• $10,000 – City Construction Fund (Fund 401)
• $10,000 – BPU Water Distribution Enterprise Fund
• $10,000 – City Sanitary Sewer Collection Enterprise Fund
• $5,000 – City Stormwater Enterprise Fund

• $5,000 – BPU Wastewater Lift Station/Forcemain Enterprise Fund

This multi-fund approach aligns project costs with the respective infrastructure systems that will utilize and benefit from the updated standards. Staff determined this allocation based on the expected degree of use, complexity, and long-term value each fund will receive from the completed documents.

Staff believe the relatively modest investment will yield significant long-term benefits, including reduced design costs, improved review efficiency, fewer construction-related issues, and enhanced lifecycle performance of public infrastructure assets.

At the Public Utilities Commission on March 31, 2026, the PUC approved the funds to perform the standard details and specifications for assets under the purview of the Commission.

RECOMMENDED ACTION/MOTION

Staff recommends approval of SEH's proposal, in an amount not-to-exceed $40,000, and authorization to execute a Professional Services Agreement with SEH.

FINANCIAL IMPACT

Financial impacts include a proposed $10,000 from Construction Fund 401, $10,000 from the sanitary sewer collection enterprise fund, and $5,000 from the storm sewer enterprise fund.

Building a Better World
for All of Us®

March 18, 2026

RE: Brainerd, Minnesota
2026 City Standard Specifications and Details Update
Proposal for Professional Services
SEH No. P-BRDMN 171205 14.00

Paul Sandy, PE
Public Utilities Director
City of Brainerd
8027 Highland Scenic Road
Brainerd, MN 56401

Dear Paul:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this proposal for professional services for assisting the City of Brainerd in updating their City Standard Specifications and Details in Brainerd, MN. Please review our proposal letter and if acceptable we will provide an agreement for execution referencing this letter.

Project Understanding:
The City of Brainerd (Client) is seeking to more comprehensively standardize their city specifications and details into a "master" set of documents between their departments for use internally and to be shared with developers and consultants for better consistency and quality of project outcomes. Another goal is to create documents similar to the City of Baxter for consistency for contractors bidding and working across the Brainerd/Baxter area. The City is also seeking to organize the standards by asset classes: street, water, sewer, and storm water.

Client is seeking a proposal for assistance with updating their Standard Specifications and Details.

Scope: SEH will complete the following tasks:

Task 1 - Update Standard Details (estimated 3-month duration):
The scope includes the following:

- Gather existing files available from Client and City of Baxter.
- Review & compare existing documents at Kickoff meeting with Client, and obtain initial direction – one (1) meeting.
- Develop first iteration updated documents, submit to Client for review (assume 4-week Client turnaround).
- Review meeting to discuss first iteration comments – one (1) meeting.
- Develop 2nd iteration documents based on city comments, submit to Client for review (assume 4-week Client turnaround).
- Review meeting to discuss second iteration comments – one (1) meeting.
- Prepare draft final documents for Client review and comments, submit to Client (assume 2-week Client turnaround).
- Review meeting to discuss final comments – one (1) meeting.
- Finalize documents and submit to Client.
- Project management, administration, and accounting.

Task 2 - Update Standard Specifications (estimated 3-month duration):
The scope includes the following:

- Gather existing files available from Client and City of Baxter, prepare for Client Kickoff meeting.
- Review & compare existing documents at Kickoff meeting with Client, and obtain initial direction – one (1) meeting.
- Develop first iteration updated documents, quality control, submit to Client for review (assume 4-week Client turnaround).
- Review meeting to discuss first iteration comments – one (1) meeting.
- Develop 2nd iteration documents based on city comments, quality control, submit to Client for review (assume 4-week Client turnaround).
- Review meeting to discuss second iteration comments – one (1) meeting.
- Prepare draft final documents for Client review and comments, quality control, submit to Client (assume 2-week Client turnaround).
- Review meeting to discuss final comments – one (1) meeting.
- Finalize documents and submit to Client.
- Project management, administration, and accounting.

Assumptions:

- The City of Baxter will consent to Client and SEH utilizing their Standard Specifications and Details for modification and use by City of Brainerd.
- The Client will provide SEH necessary existing Client standard specification Word document files and standard details in AutoCAD format.
- Four (4) of the eight (8) meetings (including the Task kick-off meetings) are budgeted to be in-person, with the remaining being virtual (Teams).
- City Staff will present final documents to their respective Commission and Council for approval as necessary.
- The SEH budget assumes up to 50 hours for a senior professional engineer/project manager, 80 hours for a professional engineer, 60 hours for a staff engineer, 20 hours for a lead technician, and 10 hours for administrative and accounting staff.

Exclusions:

- Hours beyond the budgeted hours listed in the Assumptions above.
- Meetings beyond those listed above.

Deliverables:

- Electronic PDF files along with Word files for the Specifications and AutoCAD files for the Details.

Schedule:
We anticipate completing our services within 180 days of signed notice to proceed.

Payment:
The estimated hourly fee is $40,000.00, including expenses and equipment.

Additional Services requested by Client not included in the scope above will be provided on an hourly basis including direct expenses. If requested, an estimate of the fee can be provided ahead of completing the work.

Your budgetary limitations for construction of the Project should be provided to us in writing at an early date. We will endeavor to work within those limitations. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

Thank you for the opportunity to provide a proposal. Please contact me at shedlund@sehinc.com or 612.865.3509 to discuss.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

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

sh
c: Jessie Dehn, City of Brainerd
Neil Heinonen, SEH

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City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Event Application - American Legion (Added Item)

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

FINANCIAL IMPACT

RECEIVED
APR 02 2026
CITY OF BRAINERD
ADMINISTRATION

SPECIAL EVENT APPLICATION

Date of Application: 4/2/2026

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

Type of event:
- ☐ Event – City Parking Lot
- ☐ Event with Street Closure
- ☐ Event – City Park
- ☑ Other 4 Parking Spaces

Name of event: Sports Boosters Lunch

Organizer Information

Organizer's Name: Brainerd American Legion

Organizer's Address: 708 Front Street

Event Contact Person: Jamie Neyens

Event Contact Daytime Phone: 218 232-4356

Event Contact E-mail Address: brainerdlegion@brainerd.net

Contact Name/Number Day of Event: Jamie 218 232-4356

For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

Applicant Name: _____

Applicant Address: _____

Applicant Phone: _____

Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
Every Thursday during School Year	10:30am	1pm	4 Parking Spaces in front of Legion Doors

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

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

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

Description of Activities

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

We would like to save 4 parking spots in front of the Brainerd American Legion from 10:30am - 1pm every Thursday during the school year. These spots are saved for our regular customer parking as we host the Brainerd Sports Boosters lunch and parking is limit with all the kids and parents here for lunch.

Site Information

Electrical usage ☐ Yes ☑ No

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

_____

_____

Amplified Sound ☐ Yes ☑ No

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

_____

_____

Restrooms provided ☐ Yes ☑ No

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

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

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

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

_____

_____

Trash Receptacle Disposal ☐ Yes ☑ No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

_____

_____

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

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

_____

_____

_____

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Jamie Meyers

Signature of Applicant

Jamie Meyers

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

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

Event Application Approval

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

_____ _____

City Administrator Date

Approval Conditions

_____

_____

_____

_____

Certification of Street Closure Approval

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

_____

_____

_____

_____

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Retirement - Business Office Supervisor Jana Pernula

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE

Business Office Supervisor Jana Pernula has submitted her retirement notice with her last working day being August 7, 2026. Staff recommends accepting her retirement and to authorize Staff to conduct an external hiring process to backfill the position. Staff is hoping to have someone hired by the beginning of July to allow for a month overlap with Mrs. Pernula.

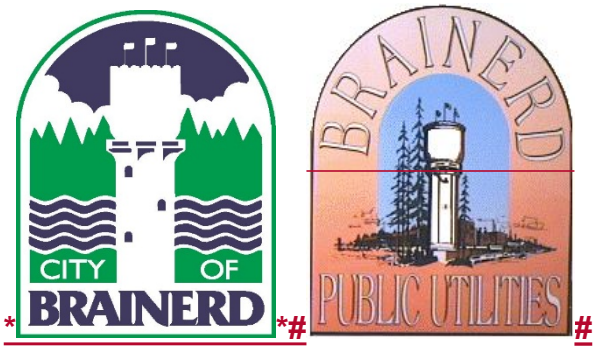
ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

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

RECOMMENDED ACTION/MOTION

Motion to accept the retirement of Business Office Supervisor Jana Pernula effective August 7, 2026; to approve the updated Business Office Supervisor job description as presented; and to authorize staff to conduct an external hiring process to backfill the position.

FINANCIAL IMPACT



Business Office Supervisor #~~Accounting Supervisor~~#

Department:# ~~Brainerd~~# Public Utilities# ~~(BPU) Business Office~~#
FLSA Status:~~-~~ Exempt

General Definition of Work

This position# ~~The Accounting Supervisor is a non-union position under the general supervision of the Finance Director. This position~~# plans, organizes, and directs complex professional, administrative and technical work overseeing all utility service account activities including billing, utility services, collections, meter reading, #~~inventory, repair and maintenance of meters, payroll, accounts payable,~~ #and# ~~related customer service tasks~~#*other work as required.~~.~~ The Business Office Supervisor shall exercise general *#~~This position also oversees the custodial and building maintenance of the BPU Service Center and the grounds maintenance of other BPU facilities; and does related work as required. S~~#supervision #~~is exercised~~ #over #~~all BPU~~ #Business Office~~,~~ #~~custodial, facilities/grounds, and laborer~~ #personnel. *The Business Office Supervisor shall report to the Finance Manager. *

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

#~~General Administration~~

- #~~Serve as a member of management and p~~#Participate in *Utility*#~~BPU's~~ #strategic planning efforts as well as addressing policy and management issues.
- Attend training and education seminars on areas of customer service and utility services.
- Oversee and participate in the retention and disposal of official records for the business #~~and repair~~# office.
- Provide professional advice to *Public Utilities Director,* Finance #~~Director~~#*Manager,* #~~Superintendent,~~ #and Board of Commissioners.
- ~~-~~Participate in# ~~meeting~~#*meetings *with boards, commissions, and the general public.
- Provide assistance, as needed, to all d*ivisions*#~~epartments~~# of *the Utility*# ~~BPU~~.#

#Financial Management

- Determine long and short-term budgetary needs for the BPUUtility Service Center and monitor and ensure assigned areas of responsibility are performed within the approved budget. Scrutinize expenses and department performance against approved budget and general cost effectiveness standards to assureensure effective and efficient use of budgeted funds.
- Coordinate the update of general ledger records and the maintenance of chart of accounts and capital asset records.#
- Oversee#s# all areas of monthly utility billing#, payroll, human resources, and accounts payable.#

#Utility Services/Communications#

- Implement and review billing rates for electric, water, and wastewater for all #BPU# customers.
- Manage#s# the customer portal platform for customers to view their utility usage.
- Strive#s# to establish good relations with local businesses, with the purpose of increasing the opportunity for promoting energy efficiency.
- Oversee#s# and participate#s# in utility services which includes the energy conservation program, rebates, budget billing, and summer sewer rates.
- Participate in reporting annual utility energy savings and conservation spending to the State of MN.
- Design brochures, pamphlets, and other necessary forms for means of communication with customers.
- Oversee#s# the #BPU #*Utility* website *and /social media accounts.*

#Accounting Supervisor
Page 2

Supervision of Business Office/Facilities Operations#

- Provide leadership and direction in the development of short and long-range plans for business office *and*, utility services#, custodial and facilities/grounds employees.#
- Supervise workflow and activities of business office staff, to create a work environment conducive to creativity and teamwork.
- #Supervise workflow and activities of custodial, facilities/grounds and laborer staff.#
- Plan, develop, and implement #any# training programs #regarding the operation of BPU'sthe utility customer service#*,for staff and customers*# and utility services, custodial, facilities/grounds and laborer staff.#

*Business Office Supervisor
Page 2*

***Essential Functions (Continued) ***

- Develop and manage policies, procedures, #and #operating structure, and set standards and guidelines to ensure consistent customer service and satisfaction.
- *Perform other duties as assigned. *

Knowledge, Skills and Abilities

- Knowledge of management practices and techniques in each of the functional areas above which falls within current or potential responsibilities of the position; relevant legal requirements; the mission, services, and challenges of the d*ivision*#~~epartment to which assigned~~.#
- Ability to plan, direct and effectively supervise the work of professional, technical, and support staff; develop and maintain effective working relationships at all levels within and outside of the #~~department~~#*division;* prepare effective correspondence and reports; and communicate effectively verbally and in sensitive interpersonal situations.
- Ability to provide leadership, #~~counseling,~~# motivation, and constructive performance reviews to staff, ensuring their respective commitments to their work-related goals.
- ~~#Skill in preparing and administering departmental budgets and assist in organizational budgeting.#~~
- Ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, # ~~BPU~~ #Commission, and the general public.
- Knowledge of marketing practices and principles# ~~and their application to the assigned division~~epartment ~~program and/or services~~.#
- Proficient in the use of PC's and relevant software packages. Possess the ability to create spreadsheets, compose correspondence, reports, documents, brochures, and pamphlets.

Education, Experience and Special Requirements

- Graduation with the minimum requirement of a two-year post-secondary degree in business, accounting, communications, #~~human resources,~~# or related field.
- ~~#Graduation from an accredited four-year college or university with a bachelor's degree in business, communications, human resources, or related field is desirable.#~~
- Three or more years of professional related experience.
- Three or more years of supervisory experience working with employees and heavy public contact.
- Equivalent combination of education and experience as determined by# ~~management~~#*the Utilities Director.*
- Valid MN driver's license.
- Notary Public Certification may be obtained within six months of hire.

*Desired Qualifications:

- Graduation from an accredited four-year college or university with a bachelor's degree in business, communications, ~~human resources,~~ or related field is desirable.*

Physical Requirements

W#~~This w~~#ork requires the occasional exertion of up to 25 pounds of force; work regularly requires speaking and hearing, using hand to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic). Employee is not required to work in adverse weather conditions.

Last Revised: ***March*** ~~———~~ **#~~May~~ #*4*#~~20~~#, 202*6*#~~1~~#**

Business Office Supervisor

Department: Public Utilities FLSA Status: Exempt

General Definition of Work

This position plans, organizes, and directs complex professional, administrative and technical work overseeing all utility service account activities including billing, utility services, collections, meter reading, and other work as required. The Business Office Supervisor shall exercise general supervision over Business Office personnel. The Business Office Supervisor shall report to the Finance Manager.

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

- Participate in Utility strategic planning efforts as well as addressing policy and management issues.
- Attend training and education seminars on areas of customer service and utility services.
- Oversee and participate in the retention and disposal of official records for the business office.
- Provide professional advice to Public Utilities Director, Finance Manager, and Board of Commissioners.
- Participate in meetings with boards, commissions, and the general public.
- Provide assistance, as needed, to all divisions of the Utility.
- Oversee all areas of monthly utility billing.
- Implement and review billing rates for electric, water, and wastewater for all customers.
- Manage the customer portal platform for customers to view their utility usage.
- Strive to establish good relations with local businesses, with the purpose of increasing the opportunity for promoting energy efficiency.
- Oversee and participate in utility services which includes the energy conservation program, rebates, budget billing, and summer sewer rates.
- Participate in reporting annual utility energy savings and conservation spending to the State of MN.
- Design brochures, pamphlets, and other necessary forms for means of communication with customers.
- Oversee the Utility website and social media accounts.
- Provide leadership and direction in the development of short and long-range plans for business office and utility services.
- Supervise workflow and activities of business office staff, to create a work environment conducive to creativity and teamwork.
- Plan, develop, and implement training programs for staff and customers.

Essential Functions (Continued)

- Develop and manage policies, procedures, operating structure, and set standards and guidelines to ensure consistent customer service and satisfaction.
- Perform other duties as assigned.

Knowledge, Skills and Abilities

- Knowledge of management practices and techniques in each of the functional areas above which falls within current or potential responsibilities of the position; relevant legal requirements; the mission, services, and challenges of the division.
- Ability to plan, direct and effectively supervise the work of professional, technical, and support staff; develop and maintain effective working relationships at all levels within and outside of the division; prepare effective correspondence and reports; and communicate effectively verbally and in sensitive interpersonal situations.
- Ability to provide leadership, motivation, and constructive performance reviews to staff, ensuring their respective commitments to their work-related goals.
- Ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, Commission, and the general public.
- Knowledge of marketing practices and principles.
- Proficient in the use of PC's and relevant software packages. Possess the ability to create spreadsheets, compose correspondence, reports, documents, brochures, and pamphlets.

Education, Experience and Special Requirements

- Graduation with the minimum requirement of a two-year post-secondary degree in business, accounting, communications, or related field.
- Three or more years of professional related experience.
- Three or more years of supervisory experience working with employees and heavy public contact.
- Equivalent combination of education and experience as determined by the Utilities Director.
- Valid MN driver's license.
- Notary Public Certification may be obtained within six months of hire.

Desired Qualifications:

- Graduation from an accredited four-year college or university with a bachelor's degree in business, communications, or related field is desirable.

Physical Requirements

Work requires the occasional exertion of up to 25 pounds of force; work regularly requires speaking and hearing, using hand to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic). Employee is not required to work in adverse weather conditions.

Last Revised: March 4, 2026

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Resolution - Amendment to DLP Investments (Royal Tire) Redevelopment Agreement

AGENDA: P&F Committee

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

At the March 3, 2026, council meeting, the Council made a motion to modify the redevelopment agreement for the Royal Tire TIF district, to allow the facility to be used for uses other than automotive services.

Attached you will find:

- An amendment to the TIF agreement originally entered into with DLP Investments on June 15, 2015. The amendment allows the facility to be operated as any type of commercial service, including but not limited to supply services.
- A resolution approving the first amendment to contract for private redevelopment with DLP Investments, LLC.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Pomp's Tire previously operated in the former Royal Tire building at 615 Washington Street until December 8, 2025. DLP Investments then entered into a lease with Crescent Electric to commence on the same day. It is taking Crescent Electric longer than anticipated to get set up. As of March 31st, the building is still vacant.

DLP Investments, LLC has approved the amendment.

RECOMMENDED ACTION/MOTION

A motion adopting the attached resolution approving the first amendment to contract for private redevelopment with DLP Investments, LLC.

FINANCIAL IMPACT

A deposit was received from DLP Investments to pay for any costs incurred by the City for the amendment.

FIRST AMENDMENT TO
CONTRACT FOR PRIVATE REDEVELOPMENT

THIS FIRST AMENDMENT TO CONTRACT FOR PRIVATE REDEVELOPMENT is made as of the __ day of April, 2026 (the "First Amendment"), between the CITY OF BRAINERD, a public body corporate and politic under the laws of the State of Minnesota (the "City"), and DLP INVESTMENTS, LLC, a Minnesota limited liability company (the "Redeveloper"), and amends the Contract for Private Redevelopment, dated June 15, 2015 (the "Original Agreement"), between the City and the Redeveloper.

WITNESSETH:

WHEREAS, to facilitate the development of certain property within the City described in EXHIBIT A attached hereto (the "Redevelopment Property"), the parties entered into the Original Agreement which provides for the construction on the Redevelopment Property by the Redeveloper of an approximately 6,200 square-foot automotive services facility, with associated parking and landscaping (the "Minimum Improvements"), and reimbursement to the Redeveloper of certain costs of acquisition, demolition, site preparation, and infrastructure in connection with the Minimum Improvements on the Redevelopment Property (the "Public Redevelopment Costs") incurred by the Redeveloper through the issuance of a tax increment revenue note; and

WHEREAS, on April 27, 2016, the City issued to the Redeveloper its Tax Increment Revenue Note, Series 2016, in the principal amount of $171,000 (the "TIF Note") in accordance with the Original Agreement; and

WHEREAS, pursuant to an Assignment of Development Agreement, dated October 19, 2016 (the "Assignment"), by and between the Redeveloper and Old National Bank, successor-by-merger to Bremer Bank, National Association (the "Lender"), the Redeveloper collaterally assigned to the Lender all of the Redeveloper's right, title and interest in and to the Original Agreement, including payments under the TIF Note, and the City acknowledged and consented to the Assignment pursuant to an Acknowledgment, Consent and Agreement of the City, dated October 25, 2016 (the "Consent to Assignment"); and

WHEREAS, under the Original Agreement, the Redeveloper agreed to continue operating the facility constructed as part of the Minimum Improvements (the "Facility") as a "Qualified

Facility," defined in the Original Agreement as an automotive services facility, including office space necessary for and related to those activities, and further agreed that during any period when the Minimum Improvements are vacant and not operated for the aforementioned qualified uses, the Facility will not constitute a Qualified Facility; and

WHEREAS, the City delivered a notice of default under the Original Agreement to the Redeveloper and the Lender for vacating the Redevelopment Property and failing to continue operating the Facility as a Qualified Facility; and

WHEREAS, the Redeveloper has represented to the City that in December 2025 the Redeveloper terminated its lease with a company pursuant to which such company operated the Facility as an automotive services business (specifically, tire services) and executed a lease with another company, pursuant to which such other company will operate the Facility as an electric supply company; and

WHEREAS, on March 2, 2026, the City Council of the City approved by motion the modification of the Original Agreement to allow the Facility to be used for purposes other than an automotive services facility.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Amendment of Certain Definitions in Original Agreement.

(a) The definition of "Minimum Improvements" in Section 1.1 of the Original Agreement is hereby deleted and replaced with the following (underline denotes added text):

> "Minimum Improvements" means construction on the Redevelopment Property of an approximately 6200 square-foot automotive services facility, which facility may also be operated as another type of commercial services facility, including but not limited to supply services, with associated parking and landscaping, subject to the terms of this Agreement and specifically Article IV.

(b) The definition of "Qualified Improvements" in Section 3.4(a)(6) of the Original Agreement is hereby deleted and replaced with the following (underline denotes added text):

> (6) The Redeveloper must continue operation of the Minimum Improvements as a "Qualified Facility" for at least five years after the Benefit Date (defined hereinafter), subject to the continuing obligation described in Section 10.3 of this Agreement. The term Qualified Facility means an automotive services facility or any other commercial services facility, including but not limited to supply services, including office space necessary for and related to those activities, all within the meaning of Section 469.176, subd. 4c of the TIF Act. The improvements will be a Qualified Facility as long as the Minimum Improvements are operated by Redeveloper or a tenant for the aforementioned qualified uses. During any period

when the Minimum Improvements are vacant and not operated for the aforementioned qualified uses, the Minimum Improvements will not constitute a Qualified Facility.

2. Definitions. Any capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Original Agreement, subject to the Assignment and the Consent to Assignment. Any references to the "Agreement" or "this Agreement" in the Original Agreement shall refer to the Original Agreement, as subject to the Assignment and the Consent to Assignment, as amended and supplemented by this First Amendment, and as may be further amended and supplemented.

3. Confirmation of Original Agreement. Except as specifically amended by this First Amendment, the Original Agreement, as subject to the Assignment and Consent to Assignment, is hereby ratified and confirmed and remains in full force and effect. The provisions of the Assignment and City Consent are incorporated herein.

4. Miscellaneous. Except as amended by this First Amendment, the Original Agreement, subject to the Assignment and Consent to Assignment, shall remain in full force and effect. Upon execution, the Redeveloper shall reimburse the City and the City for all out-of-pocket costs incurred by the City and the City in connection with negotiating, drafting and approval of this First Amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Redeveloper have caused this First Amendment to Contract for Private Redevelopment to be duly executed by their duly authorized representatives as of the date and year first written above.

CITY OF BRAINERD

By _____
Its Mayor

By _____
Its City Administrator

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Dave Badeaux, the Mayor of the City of Brainerd, a public body corporate and politic and political subdivision of the State of Minnesota, on behalf of the City.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Nicholas W. Broyles, the City Administrator of the City of Brainerd, a public body corporate and politic and political subdivision of the State of Minnesota, on behalf of the City.

_____
Notary Public

This document was drafted by:
KUTAK ROCK LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

Execution page of the Redeveloper to the First Amendment to Contract for Private Redevelopment, dated the date and year first written above.

DLP INVESTMENTS, LLC, a Minnesota limited liability company

By _____
Its Partner

STATE OF MINNESOTA)
) SS.
COUNTY OF Stearns)

The foregoing instrument was acknowledged before me this 30 day of March, 2026, by Paul Druinick the Partner of DLP Investments, LLC, a Minnesota limited liability company, on behalf of the Redeveloper.

Natalie Gill
Notary Public

NATALIE J GILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

EXHIBIT A

REDEVELOPMENT PROPERTY

Lots 7-12, Block 44, Town of Brainerd, Crow Wing County

CITY OF BRAINERD

R E S O L U T I O N
NO. _____

RESOLUTION APPROVING A FIRST AMENDMENT TO CONTRACT FOR PRIVATE REDEVELOPMENT WITH DLP INVESTMENTS, LLC

WHEREAS, the City of Brainerd (the "City") has executed and entered into that certain Contract for Private Redevelopment, dated June 15, 2015 (the "Original Agreement"), with DLP Investments, LLC, a Minnesota limited liability company (the "Redeveloper"), which provides for the construction on certain property in the City (the "Redevelopment Property") by the Redeveloper of an approximately 6,200 square-foot automotive services facility, with associated parking and landscaping (the "Minimum Improvements"), and reimbursement to the Redeveloper of certain costs of acquisition, demolition, site preparation, and infrastructure in connection with the Minimum Improvements on the Redevelopment Property (the "Public Redevelopment Costs") incurred by the Redeveloper through the issuance of a tax increment revenue note; and

WHEREAS, on April 27, 2016, the City issued to the Redeveloper its Tax Increment Revenue Note, Series 2016, in the principal amount of $171,000 (the "TIF Note") in accordance with the Original Agreement; and

WHEREAS, pursuant to an Assignment of Development Agreement, dated October 19, 2016 (the "Assignment"), by and between the Redeveloper and Old National Bank, successor-by-merger to Bremer Bank, National Association (the "Lender"), the Redeveloper collaterally assigned to the Lender all of the Redeveloper's right, title and interest in and to the Original Agreement, including payments under the TIF Note, and the City acknowledged and consented to the Assignment pursuant to an Acknowledgment, Consent and Agreement of the City, dated October 25, 2016 (the "Consent to Assignment"); and

WHEREAS, under the Original Agreement, the Redeveloper agreed to continue operating the facility constructed as part of the Minimum Improvements (the "Facility") as a "Qualified Facility," defined in the Original Agreement as an automotive services facility, including office space necessary for and related to those activities, and further agreed that during any period when the Minimum Improvements are vacant and not operated for the aforementioned qualified uses, the Facility will not constitute a Qualified Facility; and

WHEREAS, the City delivered a notice of default under the Original Agreement to the Redeveloper and the Lender for vacating the Redevelopment Property and failing to continue operating the Facility as a Qualified Facility; and

WHEREAS, the Redeveloper has represented to the City that in December 2025 the Redeveloper terminated its lease with a company pursuant to which such company operated the Facility as an automotive services business (specifically, tire services) and executed a lease with another company, pursuant to which such other company will operate the Facility as an electric supply company; and

WHEREAS, on March 2, 2026, the City Council approved by motion the modification of the Original Agreement to allow the Facility to be used for purposes other than an automotive services facility; and

WHEREAS, there has been presented to the City Council a form of First Amendment to Contract for Private Redevelopment (the "First Amendment to Agreement") between the City and the Redeveloper, which amends the Original Agreement, as subject to the Assignment and the Consent to Assignment, for the purpose of modifying certain definitions in the Original Agreement to expand the permitted uses of the Facility from an automotive services facility to any other commercial services facility, including but not limited to supply services; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the First Amendment to Agreement; and

NOW, THEREFORE, be it resolved by the City Council of the City of Brainerd as follows:

1. The Mayor and City Administrator are hereby authorized and directed to execute and deliver the First Amendment to Agreement in substantially the form on file with the City, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the First Amendment to Agreement by such officials is conclusive evidence of their approval.

2. The Mayor and the City Administrator are authorized to execute any additional documents or certificates deemed necessary to carry out the intent of this resolution.

3. This resolution shall be in full force and effect following its adoption.

Adopted this ____ day of April, 2026.

_____
MIKE O'DAY
President of the Council

Approved this ____ day of April, 2026.

_____
DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Request for Parks Long-Term Maintenance Funds - Epoxy Floor Coatings

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

At the March 24th Park Board meeting, the Board reviewed proposals for completing epoxy floor coatings on several park buildings. Mainly restrooms but also a concession area. Park Board voted to request funds from the Parks Long-Term Maintenance fund to cover these expenses to provide for this treatment that would better preserve these facilities long-term.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS Staff received a proposal from Erlandson Epoxy Floor Coatings for the epoxy work. The proposals for the facilities are as follows:

- Memorial Park (restrooms) = $3,421.25
- Lyman P. White Park (restrooms) = $1,960
- Lions Park at Buffalo Hills (restrooms) = $2,520
- Kiwanis Park (restrooms) = $2,983.75
- Jaycees Park (concessions) = $3,901.60

To complete all 5 facilities as presented, the total amount would be $14,786.60.

RECOMMENDED ACTION/MOTION

Motion to approve $14,786.60 from the Parks Long-Term Maintenance funds for the epoxy floor coating at the 5 facilities listed.

FINANCIAL IMPACT

$14,786.60

Erlandson Epoxy LLC

13401 Red Pine Road | Brainerd, Minnesota 56401
218-820-0183 | erlandsonepoxy@yahoo.com | erlandson floor coatings

RECIPIENT:

Troy Harris
brainerd, Mn 56401

Quote #74	
Sent on	Mar 18, 2026
Total	**$3,421.25**

218-820-0183

Welcome and thank you for choosing Erlandson Epoxy Floor Coatings.

We specialize in high-performance epoxy and polyaspartic flooring systems designed to protect, enhance, and add long-term value to your concrete surfaces. Every floor we install is professionally prepared, coated using commercial-grade materials, and built to deliver durability, safety, and a clean, finished appearance.

Below you'll find your customized flooring options, including system details, upgrades, and protection plans. Each package is designed to help you choose the level of performance, appearance, and longevity that best fits your space.

If you have any questions or would like help selecting the best option, we're here to help.

Product/Service	Description	Total
3-Coat Epoxy System — Premium Series	Our 3-Coat Premium System builds on the performance series with added thickness, strength, and durability. This system includes a high-bond color coat, full flake broadcast, and two coats of clear polyaspartic topcoat to seal, protect, and enhance the appearance of your floor. Designed for homeowners who want long-lasting beauty and improved resistance to wear, chemicals, and UV exposure. Includes: • Diamond grinding • High-bond Epoxy color coat • Full flake broadcast • Polyaspartic clear protective topcoat • Enhanced chemical and UV resistance	$3,421.25

Erlandson Epoxy LLC

13401 Red Pine Road | Brainerd, Minnesota 56401
218-820-0183 | erlandsonepoxy@yahoo.com | erlandson floor coatings

Product/Service	Description	Total
		Not included
Elite Mobile Floor Cleaning – 12 Month Plan	Annual professional maintenance cleaning for epoxy-coated floors. Includes: • One professional deep cleaning per year • Commercial scrubber and neutral cleaner • Salt, dirt, and residue removal • Edge and corner detailing • Condition inspection and maintenance report Recommended for lower-traffic residential garages.	$0.00

A deposit of $1,710.63 will be required to begin.

Total **$3,421.25**

Images

View online https://l.ibbr.io/hhFEueP

Erlandson Epoxy LLC

13401 Red Pine Road | Brainerd, Minnesota 56401
218-820-0183 | erlandsonepoxy@yahoo.com | erlandson floor coatings

Thank you for the opportunity to provide your new floor system. At Erlandson Epoxy Floor Coating, we limit the number of installations we take on each month to ensure every project receives the proper time, materials, and attention to detail it deserves.

To reserve your installation date, simply approve this quote online. A 50% deposit is required to secure materials and scheduling. Dates are filled on a first-come, first-served basis and availability is limited.

If you have any questions or would like help selecting the best option for your space, please let us know. We look forward to delivering a floor that exceeds your expectations.

This quote is valid for the next 30 days, after which values may be subject to change.

Erlandson Epoxy LLC

13401 Red Pine Road | Brainerd, Minnesota 56401
218-820-0183 | erlandsonepoxy@yahoo.com | erlandson floor coatings

RECIPIENT:

Troy Harris
brainerd, Mn 56401

Quote #67

Sent on	Mar 09, 2026
Total	**$11,365.35**

218-820-0183

Welcome and thank you for choosing Erlandson Epoxy Floor Coatings.

We specialize in high-performance epoxy and polyaspartic flooring systems designed to protect, enhance, and add long-term value to your concrete surfaces. Every floor we install is professionally prepared, coated using commercial-grade materials, and built to deliver durability, safety, and a clean, finished appearance.

Below you'll find your customized flooring options, including system details, upgrades, and protection plans. Each package is designed to help you choose the level of performance, appearance, and longevity that best fits your space.

If you have any questions or would like help selecting the best option, we're here to help.

Product/Service	Description	Total
3-Coat Epoxy System — Premium Series	Our 3-Coat Premium System builds on the performance series with added thickness, strength, and durability. This system includes a high-bond color coat, full flake broadcast, and two coats of clear polyaspartic topcoat to seal, protect, and enhance the appearance of your floor. Designed for homeowners who want long-lasting beauty and improved resistance to wear, chemicals, and UV exposure. Includes: • Diamond grinding & moisture testing • High-bond Epoxy color coat • Full flake broadcast • Polyaspartic clear protective topcoat • Enhanced chemical and UV resistance LYMAN PARK	$1,960.00

Erlandson Epoxy LLC

13401 Red Pine Road | Brainerd, Minnesota 56401
218-820-0183 | erlandsonepoxy@yahoo.com | erlandson floor coatings

Product/Service	Description	Total
3-Coat Epoxy System — Premium Series	Our 3-Coat Premium System builds on the performance series with added thickness, strength, and durability. This system includes a high-bond color coat, full flake broadcast, and two coats of clear polyaspartic topcoat to seal, protect, and enhance the appearance of your floor. Designed for homeowners who want long-lasting beauty and improved resistance to wear, chemicals, and UV exposure. Includes: • Diamond grinding & moisture testing • High-bond epoxy primer • Full flake broadcast • Polyaspartic clear protective topcoat • Enhanced chemical and UV resistance BHP	$2,520.00
3-Coat Epoxy System — Premium Series	Our 3-Coat Premium System builds on the performance series with added thickness, strength, and durability. This system includes a high-bond color coat, full flake broadcast, and two coats of clear polyaspartic topcoat to seal, protect, and enhance the appearance of your floor. Designed for homeowners who want long-lasting beauty and improved resistance to wear, chemicals, and UV exposure. Includes: • Diamond grinding & moisture testing • High-bond epoxy primer • Full flake broadcast • Polyaspartic clear protective topcoat • Enhanced chemical and UV resistance KIWANIS PARK	$2,983.75
3-Coat Epoxy System — Premium Series	Our 3-Coat Premium System builds on the performance series with added thickness, strength, and durability. This system includes a high-bond color coat, full flake broadcast, and two coats of clear polyaspartic topcoat to seal, protect, and enhance the appearance of your floor. Designed for homeowners who want long-lasting beauty and improved resistance to wear, chemicals, and UV exposure. Includes: • Diamond grinding & moisture testing • High-bond epoxy primer • Full flake broadcast • Polyaspartic clear protective topcoat • Enhanced chemical and UV resistance Includes the cove base to make a food grade floor JCP CONCESSION	$3,901.60

A deposit of $5,682.68 will be required to begin.

Total **$11,365.35**

Erlandson Epoxy LLC

13401 Red Pine Road | Brainerd, Minnesota 56401
218-820-0183 | erlandsonepoxy@yahoo.com | erlandson floor coatings

Images

View online https://l.jbbr.io/RIdz0JA

Thank you for the opportunity to provide your new floor system. At Erlandson Epoxy Floor Coating, we limit the number of installations we take on each month to ensure every project receives the proper time, materials, and attention to detail it deserves.

To reserve your installation date, simply approve this quote online. A 50% deposit is required to secure materials and scheduling. Dates are filled on a first-come, first-served basis and availability is limited.

If you have any questions or would like help selecting the best option for your space, please let us know. We look forward to delivering a floor that exceeds your expectations.

This quote is valid for the next 30 days, after which values may be subject to change.

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: YMCA Community Pool Funding (added attachments)

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

At the February 17, 2026 council meeting, the Council authorized Staff to enter into agreement with Baker Tilly to perform a financial analysis for the proposed YMCA community pool. The analysis from Baker Tilly is attached.

The City could finance the YMCA pool by issuing tax-exempt general obligation tax abatement bonds.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The YMCA has proposed that as part of the financing arrangement, City residents would be able to use the pool at a discounted fee. The City will not own or operate the pool. This will be done by the YMCA.

Since there is not a revenue stream to offset the annual principal and interest payments, the total amount would need to be part of the City's annual debt levy. The actual interest rate will not be known until the bonds are sold. Therefore, Baker Tilly used an assumed interest rate. The chart below shows the average annual principal and interest payments for various terms of a bond issue. *Assuming all things remain the same*, the chart also shows the potential impact to the 2026 levy if the City were to issue $4 million of tax abatement bonds for the proposed community pool in 2026.

Repayment Term	10 Years	15 Years	20 Years
Est. Average Annual Debt Service	$495,500	$367,320	$308,738
Est. Impact to 2026 Debt Levy	65% increase	48% increase	40% increase
Est. Impact to Overall 2026 Levy	**6.66% increase**	**4.94% increase**	**4.15% increase**

An option for the YMCA if the City chooses not to fund the pool would be that the debt could be issued as conduit debt. It would be the debt of the YMCA with no financial obligation of the City. The benefit to the YMCA, is that the bonds would use the tax-exempt status of the City. This is what the City did for the Country Manor development.

RECOMMENDED ACTION/MOTION

A motion either committing or not committing $4 million to the YMCA for a community pool.

FINANCIAL IMPACT

Baker Tilly Advisory Group, LP
30 East Seventh Street, Suite 3025
Saint Paul, MN 55101
United States of America

T: +1 651 223 3000
F: +1 651 223 3046

bakertilly.com

Brainerd Minnesota YMCA Pool Project

Project Overview and Funding Analysis

Prepared by: Christine Hogan, Director

March 17, 2026

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A. Overview of the Proposed YMCA Pool Project

The Brainerd YMCA is planning a new facility estimated at about $30–35 million. The project would replace the current YMCA building on Oak Street, which has aging infrastructure. The new building concept includes a modern aquatic center that could function as a community pool (the "Project").

The YMCA has requested that the City of Brainerd partner on the project, specifically to fund the pool portion. The City is considering contributing $4 million toward the pool component of the project and has engaged Baker Tilly to provide financing options.

B. Summary of Facts

- The proposed project is in preliminary planning stages
- The YMCA will own and operate the pool
- The YMCA has proposed that as part of the financing arrangement City residents will be able to use the pool at a discount fee.

C. Qualified 501(c)(3) Bonds

In discussions with City's bond counsel and given the information provided, specifically since the City will not own the pool, the City can issue qualified 501(c)(3) bonds if the project has a substantial public benefit.

A 501(c)(3) bond is a type of tax-exempt bond that can be issued to finance projects for nonprofit organizations, such as the YMCA. The ability to issue bonds on a tax-exempt basis provides the ability to borrow at lower interest rates.

There are certain limitations similar to private activity bonds that will apply to 501(c)(3) bonds, including, but not limited to:

- Costs of issuance cannot exceed 2% of the proceeds of the bonds
- The weighted average maturity of the bonds cannot exceed 120% of the reasonably expected economic life of the facility financed with the bonds
- A TEFRA hearing and approval required (public hearing and approving resolution of City Council under both federal tax law) (the public hearing to be held under state law for the abatements can be held at the same time)
- Prohibition on skyboxes, airplanes, gambling facilities and liquor stores (but health club facilities are allowed for qualified 501(c)(3) bonds)

D. Tax-Exempt vs. Taxable Bonds

The City can issue general obligation bonds for financing the pool as tax-exempt or taxable. Tax-exempt general obligation bonds typically offer lower interest rates because the interest earnings are exempt from federal income taxes, which reduces borrowing costs. In contrast, taxable general obligation bonds generally carry higher interest rates since investors are subject to taxation on the interest they earn. While taxable general obligation bonds provide more flexibility in terms of eligible projects, tax-exempt general obligation bonds must meet federal tax law requirements, including public purpose tests and restrictions on private use. Since it's been determined that the use of proceeds qualify as tax-exempt 501(c)(3) bonds, tax-exempt bonds would be the preferred option as they can significantly reduce the long-term cost of financing.

E. General Obligation Tax Abatement Bonds

Under Minnesota Statutes 475, the City may issue general obligation bonds to finance the YMCA pool. Certain types of bonds do not require the City to receive voter approval. The bonding option available to the City not requiring voter approval would be the issuance of general obligation tax abatement bonds which would be issued as 501(c)(3).

Minnesota Statutory authority for tax abatement is detailed in Chapter 469. It authorizes cities to pay for specific improvements with tax abatement revenues. Eligible uses for tax abatement financing are (i) improvements to private property (ii) improvements to public infrastructure (iii) acquire, construct or improve public facilities including parks, recreation and community centers.

Prior to using tax abatement, the governing body must define the expected benefits of the proposed abatement agreement to at least equal the costs to the political subdivision of the proposed agreement. Additionally, they find that doing so is in the public's interest because it will:

- Increase or preserve tax base
- Provide employment opportunities in the political subdivision
- Provide or help acquire or construct public facilities
- Help redevelop or renew blighted areas
- Help provide access to services for residents of the political subdivision
- Finance or provide public infrastructure

1. Tax Abatement Financing Basics

   Tax abatement is defined in Minnesota Statutes 469.1812 to 469.1815 (as amended). It is NOT an actual abatement, rather certain properties within the City that pay property taxes are identified to "capture" their taxes to pay project expenses. As a result, general revenue to the City is reduced. Each taxing entity chooses to participate in abatement based on their share of property taxes.

   In a practical sense, Baker Tilly would work with the City to identify property parcels whose property taxes would be "captured" or abated and applied to the payment of the tax abatement bonds.

2. Tax Abatement Bonding Process

   The City must hold a public hearing to approve the abatement. The notice of the public hearing must be published at least 10 days and no less than 30 days prior to the hearing. The notice must include the list of the properties in which abatement is being considered - does not require property owner consent.

   The City must adopt an abatement resolution the specifies the terms of the abatement: amount, length, public benefit.

3. Limitations/Requirements for Tax Abatement Bonds

   - Maximum duration of abatement
   - 15 years if three participants (City, County & School District)
   - 20 years if two or fewer
   - No back-to-back abatements
   - Eight years must pass before a new abatement may begin on the same parcel
   - Cannot be applied within TIF districts, but can be use after TIF decertification

F. Summary and Other Considerations

A couple of things to consider:

1. The issuance of general obligation tax abatement bonds would **not** count towards the City's legal debt limit. The legal debt limit is defined as 3.0% of the estimated market value of the City. Based on the City's most recent debt issuance (2025A Bonds), the City's legal debt margin as of November 20, 2025, is $36,376,312.
2. The issuance of general obligation tax abatement bonds would be a consideration under S&P's rating methodology. Specifically, one of the metrics that S&P uses to determine the City's rating is debt and liabilities; however, in reviewing the City's most recent rating report, we believe that this financing of $4 million is unlikely to impact the City's current S&P rating of 'AA-'.

In summary, our findings in collaboration with bond counsel is that the financing (debt issuance) available to the City to finance the YMCA pool would be to issue tax-exempt general obligation tax abatement bonds as qualified 501(c)(3) bonds.

From: Marywalt K
To: Toni Gage
Subject: All.
Date: Friday, April 3, 2026 11:31:47 AM

Toni. Please give the following. E mail to. City. Council and to. Nick. Thank you.

Dear. Council. Members please do not allow the. YMCA to use the city's bond rating to borrow money. In case of default or missed pmt the city's credit will be impacted Taxpayers will foot the bill for higher interest when genuine city projects require bonding.
Or the city will make the payment for the. Y.
Neither is in the best interest of the taxpayers.
The. Y s argument is perhaps that it is an asset for the city. Yes it is.
So are people who pay their taxes even while they may struggle.
It is the people to whom. You owe first allegiance.
Please do not put Brainerd citizens at risk. Please! Mary. Koep
Sent from my iPad

CTC
14385 Edgewood Drive
Baxter, MN 56425

RECEIVED
APR 06 2026
CITY OF BRAINERD
ADMINISTRATION

Brainerd City Council
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

April 1, 2026

Dear Mayor and Members of the City Council,

On behalf of CTC, I am writing to express our strong support for the proposed partnership between the City of Brainerd and Brainerd Family YMCA to help fund the aquatic center portion of the new YMCA facility in downtown Brainerd.

As a local business, we understand the responsibility that comes with decisions involving public investment. We also believe it is important to carefully consider projects that can deliver long-term community value while strengthening the local economy.

The YMCA project represents exactly that kind of investment. According to the University of Minnesota Extension, the proposed YMCA expansion will generate **an estimated $51.9 million in local economic activity, including more than $21 million in labor income and employment impacts supporting approximately 340 people.**

Beyond the construction impact, the project has the potential to strengthen downtown Brainerd and surrounding neighborhoods by adding an amenity that attracts families, employees, and visitors to the area. Quality-of-life investments such as recreation facilities, youth programs, and health-focused spaces are increasingly important in helping communities compete for workforce and business growth.

The aquatic center is an especially important component of this project. A year-round community pool will:

- Provide safe, structured recreation for youth and families year-round.
- Ensure more children in our community learn essential **water safety and swimming skills.**
- Offer opportunities for children who may not have access to lakes or boats to safely experience swimming and aquatic recreation.
- Support healthy living for residents of all ages, including older adults.

The new YMCA facility will also expand services that directly benefit our community and local workforce. Plans include a **Community/Family Resource Center**, which will help connect families to essential services, strengthen support networks, and provide programs that help children and parents thrive.

The project will also expand space and programming for **older adults**, helping residents stay active, socially connected, and healthy as our community continues to age.

Additionally, the facility will create opportunities to grow **year-round youth sports, wellness programming, and community activities**, helping young people build confidence, leadership, and lifelong healthy habits.

Communities that invest in amenities like the YMCA create places where people want to live, work, and raise families. For employers like ours, those factors matter. Quality-of-life infrastructure is essential to attracting and retaining employees and sustaining a vibrant downtown.

For these reasons, CTC strongly encourages the City of Brainerd to support the proposed $4,000,000 partnership investment in the YMCA aquatic center. We believe this investment will produce long-term economic, health, and community benefits for Brainerd and the surrounding region.

Thank you for your continued leadership and your thoughtful consideration of this opportunity.

Sincerely,

Kristi Westbrock

Kristi Westbrock
CEO/General Manager
218-454-1105 | kristi@goctc.com

CTC Baxter
14385 Edgewood Drive | Baxter, MN 56425

CTC Crosby
8 Third Avenue NW | Crosby, MN 56441

218-454-1234 | 800-753-9104 | goctc.com

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Annexation Discussion — Riverside Drive (added attachments)

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE

City Council directed staff to work with Crow Wing County staff to draft an orderly annexation agreement (OAA) for Riverside Drive due to the City installation of municipal utilities along Riverside Drive in 2003. Staff have prepared an orderly annexation agreement that was reviewed by City and County staff along with attorneys representing both the City and County.

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

At the March 2nd City Council meeting, City Council approved the joint resolution by a 4-3 vote.
The County Board considered the joint resolution at the March 24th County Board meeting. The board allowed public testimony and motioned to not approve the joint resolution. The County Board unanimously approved the motion.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Staff are bringing back consideration of annexation to the City Council for consideration. The City Council may consider the following options:

1. Motion to direct staff to work with the City Attorney on a contested annexation.
2. Motion to direct staff to amend the Orderly Annexation agreement with the following annexation eligibility:
    1. Property Owner Initiated Annexation. Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's

municipal boundary line. (This method would be used to annex properties that would like to connect to municipal utilities.)

2. City Initiated Annexation. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that are connected to "Public Utilities" (defined to mean sanitary sewer or water).

3. Take no action.

Staff recommend Option 2 as it will be an easier process for properties that wish to connect or are connected to municipal utilities to annex into the City. With an orderly annexation in place, the City would need to pass a resolution rather than entering into a joint resolution for each property.

Further, during the OAA process, staff heard several comments and concerns regarding the Connection Charges and cost to connect during both the city testimony as well as at the County level. An item for the Council to consider addressing prior to annexation could be the current amount of the Connection Charge and whether to keep as-is ($17,287.87), re-establish the original amount without interest ($11,300), waive the Connection Charge entirely, or another option.

RECOMMENDED ACTION/MOTION

Motion to direct staff to amend the Orderly Annexation agreement for Property Owner Initiated Annexation and City Initiated Annexation based on the criteria of Option 2.

Note: Staff would bring back a preliminary draft for City Council review at the May 4th meeting prior to beginning the statutory process.

FINANCIAL IMPACT

N/A

From:	James Kramvik
To:	Rachel Kohn
Cc:	Russ; Rosemary.Franzen@crowwing.gov; Toni Gage; Nick Broyles; Chris Pence; Jessie Dehn; Paul Sandy BPU
Subject:	RE: Annexation Options submitted to City Council by James Kramvik
Date:	Monday, April 6, 2026 9:27:04 AM
Attachments:	image001.png

Hi All,

I have bcc'd City Council to this response. Jeff's statements are accurate and I will expand on them. Staff is recommending Option 2, but have provided options for City Council to consider at tonight's meeting.

I cannot speculate if future City Councils or Crow Wing County Board of Commissioners would enter into a joint resolution annexing the total area. If the City and County move forward with Option 2, it does not open the door for total annexation. The agreement would need to be amended by both governing bodies. Also, under Option 2 recommended by staff, a new orderly annexation area would be established. The area would consist of properties that are adjacent to municipal utilities. Those properties would be primarily next to Riverside Drive and would not include River Arches, the majority of Ashmun Road, or the majority of Karr Dr. As a reminder, a joint resolution establishing an annexation area does not immediately annex properties into the City.

According to Option 2, if agreed to by the City and County, properties would be subject to annexation by City Council resolution based on the following criteria.

- *Property Owner Initiated Annexation*. Each separately defined "Parcel" (which has its own separate PID as shown in Crow Wing County land records) within the OAA shall become eligible for annexation by property owner petition if the Parcel abuts the City's municipal boundary line. (This method would be used to annex properties that would like to connect to municipal utilities.)
    - *Note: If a property does not abut a municipal boundary line or water body, the property owner would be required to pay 200% utilities fees and would be subject to annexation if or when the property abuts the municipal boundary.*
- *City Initiated Annexation*. At any time, the City may initiate annexation of a Parcel or Parcels within the OAA that are connected to "Public Utilities" (defined to mean sanitary sewer or water).

Staff believe there are currently 2 properties that are connected to utilities that are not in City limits and are paying 200% utility fees. They would be subject to City initiated annexation. Other properties not connected would not be subject to City initiated annexation. Under the proposed language of Option 2, properties that are not currently connected but are adjacent to municipal utilities would have two options:

1) Repair your septic and remain in the County, or;
2) Connect to City utilities and annex into the City by petition.
Note: Properties that are not adjacent to municipal utilities would not be included in the annexation area.

The decision would be entirely up to a property owner in this scenario, so nothing is forced. City Council has made it clear that properties cannot hook up to City utilities and remain in the County without their approval. If the City and County moves forward with the new language of Option 2, it would make the annexation process easier for the homeowner and the City, but the decision would be entirely up to a property owner. The statutory process for annexation is more difficult without an agreement in place. Essentially, the City would need to initiate an orderly annexation by joint resolution with each individual property owner that wishes to connect. With an orderly annexation agreement in place for the entire area, a property owner could petition, and City council could pass their own resolution to annex properties.

Property taxes would not change unless a property is annexed in the City limits. If annexed into the City limits, a property would be required to pay City property taxes. The City's boundary map determines what is in the City limits. City Council is not voting on Option 2 tonight. Tonight's agenda item is meant to give staff direction.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Monday, April 6, 2026 5:21 AM
To: Rachel Kohn <rachelmk2022@protonmail.com>
Cc: Russ <kohnr@protonmail.com>; Rosemary.Franzen@crowwing.gov; James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: RE: Annexation Options submitted to City Council by James Kramvik

Greetings, Rachel, Russ,
Typically I'd seek a professional response to your questions after submitting your queries to James, however, because it was the weekend I'll do my best to answer on my own but still copy James so he can follow up if I'm off base:

What does #2 do to the status of the unorganized territory?

Nothing, the status of the First Assessment District (FAD) stays the same. The only way the FAD can change is by the people living within the FAD voting to change it into a township. Only the status of the specific property wanting to be annexed would be affected.

- What does #2 do to property taxes?

The only change to property taxes would be for specific properties that annex into Brainerd.

- How does #2 define county and city limits? Is there a separation?

The only change to the boundaries would be specific to the properties being annexed into the city limits, just like it is currently. If a FAD property annexes into the city, it would no longer be considered a property within the FAD.

- Does #2 open the door for eventual total annexation?

I'm not sure what you mean by the term "total annexation?" Item #2 is specific to each individual property making a decision to annex, however, if you mean "total annexation," in regards to align with the resolution that was approved by the city council and denied by the county board, that would depend on the decisions of future councils and boards.
I would also think that if enough people eventually asked to be annexed into Brainerd, it would seem likely that future councils and boards would probably agree to a resolution such as what was recently presented.

James, please weigh in if you wouldn't mind and correct me if/where you can.

Rachel and Russ, I hope this helps.

Sincerely, Jeff

From: Rachel Kohn <rachelmk2022@protonmail.com>
Sent: Saturday, April 4, 2026 10:23 AM
To: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>; Tad Erickson <terickson@ci.brainerd.mn.us>
Cc: Russ <kohnr@protonmail.com>; Rosemary.Franzen@crowwing.gov
Subject: Annexation Options submitted to City Council by James Kramvik

Hi Jeff and Tad,

We have reviewed the documentation provided in the April 6 City Council Agenda Details and see that staff is recommending Option 2 of their provided alternatives which states "Amend the Orderly annexation agreement with the following annexation eligibility: 1) Property owner Initiated... and 2) City Initiated....".

We have the following questions.

- What does #2 do to the status of the unorganized territory?
- What does #2 do to property taxes?
- How does #2 define county and city limits? Is there a separation?
- Does #2 open the door for eventual total annexation?

Thank you for your assistance! We've copied Rosemary Franzen on this email since the questions are in regard to the county also.

Russ and Rachel Kohn
218-839-6193

Sent with Proton Mail secure email.

From: James Kramvik
To: Toni Gage
Cc: Nick Broyles
Subject: FW: Annexation
Date: Monday, April 6, 2026 8:09:03 AM

-----Original Message-----
From: Otters@brainerd.net <otters@brainerd.net>
Sent: Sunday, April 5, 2026 5:52 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Tad Erickson <terickson@ci.brainerd.mn.us>; Kelly Bevans <kbevans@ci.brainerd.mn.us>; Kevin Stunek <kstunek@ci.brainerd.mn.us>; Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Kevin Yeager <kyeager@ci.brainerd.mn.us>; Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Subject: Annexation

We have reviewed the memo to Council Members from James Kramvik which addresses options for the council to consider in regards to the Riverside Drive annexation issue.

We will be in attendance at Monday's council meeting when the issue is discussed. We are requesting that you adopt option "2", which would not force annexation upon homeowners with the exception of homeowners that are currently connected to city utilities without being annexed in.

We are also requesting that the city eliminate the original assessments on the initial project plus the interest on that, which now totals $17k. The project is now 23 years old. In that time, we have never utilized the city sewer/water. The road project itself was a county project and the road is maintained by the county. When we do decide to voluntarily annex into the city in order to access the utilities, we will willingly pay the $3,200 WAC/SAC fees along with the private expense of a contractor to hook us up-just like any other homeowner that connects to city utilities. It's time for the city to eliminate the assessments from the 2003 project.

Thank you for your time and consideration.

Krisanne and Edward Ott, 15134 Riverside Drive, Brainerd

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Public Hearing and Resolution - 2026-2030 Capital Improvement Plan

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Connie Hillman, Finance Director, Tim Holmes, Fire Chief

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director, Tim Holmes, Fire Chief

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE

The City needs to issue debt this spring to fund the 2025 road construction projects (10th Streets, and Hawkins/Ronald/Joseph), the utility portions of the 210 project and the fire station remodel. CIP bonds are going to be issued for the fire station remodel. In order to issue CIP bonds, a public hearing needs to be held on the proposed CIP plan.

Attached is the CIP plan that meets the statutory requirements for issuing CIP bonds. Also attached is the public hearing notice that was published in the paper on March 25, 2026.

Ms. Chris Hogan with Baker Tilly is also available to answer any questions the Council may have with the issuance of CIP bonds and the process.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The dollar amount of the CIP bonds will be set at the April 20th meeting. $6.7 million was used in the public hearing notice and included in the attached resolution. This represents the maximum amount of the CIP bonds. The actual amount of CIP bonds can be lower, but not higher than this amount, and is currently estimated at $5,654,238.

The 2026 budget had an estimate of $5.5 million for the fire station remodel. The proposal was to use $340,000 of cash on hand and issue debt in the amount of $5.2 million plus the cost of issuance. The bid came in higher than anticipated. The current estimated cost of the project is $5,994,283. The debt structure is still being finalized, but the estimated amount we need to bond for is $5,654,238, which includes the cost of issuance.

CIP bonds are subject to a 30-day reverse referendum period. If a proper referendum is received, the CIP bonds can not be issued unless voter approved.

RECOMMENDED ACTION/MOTION

Recommended Action is to:

1. Hold a public hearing in regards to insurance of Capital Improvement Plan Bonds.
2. Consider the adoption of the attached resolution adopting the capital improvement plan and providing preliminary approval for the issuance of general obligation bonds thereunder.

FINANCIAL IMPACT

CITY OF BRAINERD
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
GENERAL OBLIGATION BONDS
SERIES 2026A

ADOPTED April 6, 2026

GENERAL OBLIGATION
BONDS, SERIES 2026A

I. Statutory Authority and Requirements

Minnesota Statutes Section 475.521 (the "Act") authorizes cities to issue General Obligation Bonds to finance projects under an approved capital improvement plan (the "Plan" or "CIP"). The Plan must cover at least a five-year period, beginning with the date of its adoption, and set forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenue to pay for the improvements. The Plan must be approved by at least two-thirds of the City Council members following a public hearing, in the case of a governing body having more or less than five members.

Capital improvements may include acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility, and public works facility. An improvement must have an expected useful life of five years or more to qualify. Capital improvements do not include light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for those facilities.

A City may issue general obligation bonds for projects included in an approved Plan if the following conditions are satisfied:

- The City must publish notice of and conduct a public hearing on the issuance of the bonds. The notice must be published at least 10 but not more than 28 days prior to the date of the hearing. If a petition requesting a vote signed by voters equal to five (5) percent of the votes cast in the last general election is filed with the City Clerk within 30 days of the hearing, the City must obtain the approval of a majority of the voters voting on the question of issuing the bonds.

- The maximum annual debt service payment on all bonds issued under the Act does not equal or exceed 0.16 percent of the estimated market value of property in the City.

- The issuance of bonds must be approved by at least two-thirds of the members of the City Council.

M.S. 475.53 - Statutory Debt Limit

Minnesota Statutes Chapter 475.53, Subd. 1, states that no municipality, except a school district or a city of the first class, shall incur or be subject to a net debt in excess of three percent of the estimated market value of taxable property in the municipality. Table 1 below shows the City's statutory debt limit, including the proposed bond issuance:

Table 1: Statutory Debt Limit

Legal Debt Limit (3% of 2024/25 Estimated Market Value)	$36,951,312
Less: Outstanding Debt Subject to Limit	(465,000)
Legal Debt Margin as of June 17, 2026	$36,376,312

M.S. 475.521 – CIP Bonds Debt Limit
A municipality may not issue bonds if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued under the Act, including the bonds to be issued, will equal or exceed 0.16 percent of the estimated market value of property in the municipality. Calculation of the limit must be made using the estimated market value for the taxes payable in the year the obligations are issued.

The City is proposing to issue up to $6,700,000 of General Obligation Capital Improvement Plan Bonds in 2026. The bonds will be paid over approximately twenty years at current market interest rates. The maximum annual principal and interest payment is estimated to be well below the maximum limitation as shown in Table 2.

Table 2: CIP Authority Maximum Annual Debt Service

Pay 2025 Estimated Market Value times 0.16%	$1,231,710,400
Statutory Maximum Annual Debt Service	$1,970,737
Estimated Maximum Annual Debt Service on the City's outstanding CIP Bonds plus the 2026 CIP Bonds*	$474,670

*There are no currently outstanding CIP Bonds

II. M.S. 475.521 Expenditures
The expenditures included in the 5-year plan are limited to those that the City is expected to finance in full or in part with the issuance of General Obligation Capital Improvement Plan Bonds. In subsequent years the Plan will be updated if needs arise and eligible projects are identified.

2026 Expenditures

The City proposes to issue up to a maximum $6,700,000, plus premium received, in General Obligation Capital Improvement Bonds in 2026 for the purpose of financing capital improvements described in the Capital Improvement Plan, including but not limited to the remodeling and expansion of Fire Station 1, located at the intersection of East River Road and Laurel Street in the City of Brainerd.

2027 Expenditures

The City proposes to issue up to a maximum $0 General Obligation Capital Improvement Bonds in 2027.

2028 Expenditures

The City proposes to issue up to a maximum $0 General Obligation Capital Improvement Bonds in 2028.

2029 Expenditures

The City proposes to issue up to a maximum $0 General Obligation Capital Improvement Bonds in 2029.

2030 Expenditures

The City proposes to issue up to a maximum $0 General Obligation Capital Improvement Bonds in 2030.

III. Statutory Factors Considered

The City has considered the factors required by the Act as outlined below:

(1) Condition of Existing City Facility and Need for Repair or Replacement
The City facility was built over 40 years ago and no longer meets the current needs of the City.

(2) Likely Demand for the Improvement
The remodeled facility will fully meet the City's needs without requiring further improvements.

(3) Estimated Cost
The estimated cost of the project to be financed in 2026 is approximately $6,506,204. To ensure adequate resources are available to fund construction once construction bids are received, the City is seeking a not to exceed par amount of $6,700,000, plus premium received.

(4) Available Public Resources
The City will issue general obligation bonds under the Act in a principal amount not to exceed $6,700,000, plus premium received, to be repaid with an annual property tax levy.

(5) Overlapping Debt
Overlapping debt is general obligation debt issued by other governmental entities which provide services within the City's borders. The percentage is estimated using taxable assessed property values.

	2024/25 Adjusted Taxable	Est. G.O. Debt	Debt Applicable to Tax Capacity in City	
Taxing Unit(1)	Net Tax Capacity	As of 6-17-26(2)	Percent	Amount
I.S.D. No. 181 (Brainerd)	$92,457,790	$148,315,000	14.4%	$21,357,360

(1) Only those units with outstanding general obligation debt are shown here.
(2) Excludes general obligation tax and aid anticipation certificates and revenue-supported debt.

(6) Project Priority and Relative Benefits vs Cost
See #1 above.

(7) Operating Cost
The operating costs of the new facility are expected to be comparable to the existing facility.

(8) Other Alternatives Considered
The City considered other alternative funding sources and concluded that bonding for the projects was the best option.

Forum Communications Company

MN Affidavit No. aU5jq1g5cBTC3bYxbYxL

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the Brainerd Dispatch, a newspaper printed and published in the City of Brainerd, County of Crow Wing, State of Minnesota.

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a quailified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, March 25, 2026
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331.A06, is as follows: $17.50 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CROW WING County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 03/25/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

CITY OF BRAINERD, MINNESOTA

NOTICE OF PUBLIC HEARING REGARDING A CAPITAL IMPROVEMENT PLAN AND THE ISSUANCE OF BONDS THEREUNDER

NOTICE IS HEREBY GIVEN that the City Council of the City of Brainerd, Minnesota (the "City") will meet on Monday, April 6, 2026, at or after 7:30 p.m., in Council Chambers of City Hall, located at 501 Laurel Street in the City, in part to hold a public hearing concerning (1) a proposal to adopt a five-year capital improvement plan (the "Plan") pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"); and (2) the intention to issue one or more series of general obligation bonds under the Plan (the "CIP Bonds"), in accordance with the Act, in an aggregate principal amount not to exceed $6,700,000 to finance all or a portion of the costs of the capital improvements set forth in the Plan, including without limitation the remodeling and expansion of Fire Station 1, located at the intersection of East River Road and Laurel Street in the City.

A copy of the Plan is available for inspection during regular business hours in the City Administrator's Office of City Hall, located at 501 Laurel Street in the City. Questions or comments may be directed to the City Administrator by phone at 218-828-2307.

If a petition requesting a vote on the issuance of the CIP Bonds under the Act, signed by voters equal to 5% of the votes cast in the City in the last general election, is filed with the City Administrator within 30 days after the public hearing, the City may issue CIP Bonds under the Act only after obtaining approval of a majority of voters voting on the question at an election.

All interested persons may appear and be heard at the public hearing or may file written comments with the City Administrator before the hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF BRAINERD, MINNESOTA

/s/ Nicholas W. Broyles
City Administrator
City of Brainerd, Minnesota
(Mar. 25, 2026)

R E S O L U T I O N
NO. _____

A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PLAN AND PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER

BE IT RESOLVED By the City Council of the City of Brainerd, Crow Wing County, Minnesota (the "City"), as follows:

Section 1. Background.

1.01. Pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements.

1.02. The City has caused to be prepared a five (5) year capital improvement plan for the years 2026 through 2030 (the "Capital Improvement Plan").

1.03. On the date hereof, the City Council held a public hearing, after publication in the City's official newspaper of a notice of public hearing at least ten (10) days but no more than twenty-eight (28) days before the date of the hearing, on the Capital Improvement Plan and the issuance of one or more series of general obligation bonds thereunder (the "CIP Bonds") in a maximum principal amount of $6,700,000 to finance various capital improvements, including but not limited to the remodeling and expansion of Fire Station 1, located at the intersection of East River Road and Laurel Street in the City (the "Capital Improvements").

1.04. In considering the Capital Improvement Plan, the City Council has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units.

Section 2. Capital Improvement Plan.

2.01. The Capital Improvement Plan is hereby approved. The City Council finds that the Plan will provide for certain capital improvements which serve the interests of the City as a whole.

2.02. Pursuant to Minnesota Statutes, Section 462.356, subdivision 2, the City Council, by at least a two-thirds vote of all of its members, finds that the Capital Improvement Plan and the improvements to be financed with the CIP Bonds do not impact and do not have a relationship to the City's comprehensive plan; the Capital Improvement Plan and improvements are consistent

with the City's comprehensive plan; therefore, the City Council dispenses with the requirements of Minnesota Statutes, Section 462.356, subdivision 2 relating to planning commission review of the Capital Improvement Plan and the improvements.

2.03. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Capital Improvement Plan in accordance with any applicable laws and regulations.

2.04. The City gives preliminary approval to the issuance of the CIP Bonds in the maximum principal amount of $6,700,000; provided that if a petition requesting a vote on issuance of the CIP Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with City Administrator within thirty (30) days of the date hereof, the City may issue the CIP Bonds only after obtaining approval of a majority of voters voting on the question at an election.

Section 3. Declaration of Official Intent to Reimburse Expenditures.

3.01. The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds.

3.02. The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Capital Improvements up to the estimated principal amount of $6,700,000 from proceeds of the CIP Bonds in accordance with the Reimbursement Regulations.

3.03. All reimbursed expenditures will be capital expenditures, costs of issuance of the CIP Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3.04. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the CIP Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of $100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

3.05. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof.

3.06. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Section 4. Miscellaneous.

4.01. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the intent of this resolution in accordance with the Act.

4.02. The Mayor and City Administrator are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

4.03. This resolution shall be in full force and effect following its approval.

Adopted this 6th day of April, 2026.

MIKE O'DAY
President of the Council

Approved this 7th day of April, 2026.

DAVE BADEAUX
Mayor

ATTEST:

NICHOLAS W. BROYLES
City Administrator

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Public Hearing and Resolution - Order Improvement and Order Preparation of Plans - 2026 Resurfacing Projects

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE Improvement 25-06 includes resurfacing of the following streets:

- Spruce Drive – Buffalo Hills Lane to South 6th Street
- Graydon Avenue – Woodcrest Road to Birchridge Drive
- Hillcrest Drive – Buffalo Hills Lane to Dead End
- Pine Street – SE 16th Street to Walnut Street
- Dal Mar Drive – 8759 Dal Mar Drive to Dead End
- Dal Mar Circle – Dal Mar Drive to Dead End
- South 11th Street – Thiesse Drive to Industrial Park Road (CR 117)

An Informational Meeting was held on Thursday, March 26th to collect feedback and answer questions from residents and property owners adjacent to the project.

Pursuant the notice of hearing and to continue with the assessment proceedings, the Council must hold a public hearing to consider the improvement and hear testimony for or against the said improvements.

Following the public hearing, if Council adopts the attached resolution that orders the improvement and prepares plans, staff would present final plans at an upcoming Council meeting requesting final approval and authorization to advertise for bids.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS
The project includes resurfacing of the streets listed, spot curb repairs, extension of curb on Pine Street for drainage improvements, addition of angled parking stalls on Pine Street adjacent to Jaycees Park, storm sewer replacement on Spruce Drive, and other miscellaneous work.

WSB and City staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

RECOMMENDED ACTION/MOTION

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Adopting the attached resolution in which orders the improvement and preparation of the plans.

FINANCIAL IMPACT

N/A

R E S O L U T I O N
NO._____

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS
IMPROVEMENT 25-06 – 2026 BRAINERD RESURFACING PROJECT

WHEREAS, the City Council on the 2nd day of March 2026, fixed a date for a Council hearing on the 2026 Brainerd Resurfacing Project, to consider following improvements:

Street Resurfacing
Spruce Drive – Buffalo Hills Lane to South 6th Street
Graydon Avenue – Woodcrest Road to Birchridge Drive
Hillcrest Drive – Buffalo Hills Lane to Dead End
Pine Street – SE 16th Street to Walnut Street
Dal Mar Drive – 8759 Dal Mar Drive to Dead End
Dal Mar Circle – Dal Mar Drive to Dead End
South 11th Street – Thiesse Drive to Industrial Park Road (CR 117)

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 10th day of April 2026, 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 dated February 24, 2026.

2. Such improvement is hereby ordered as proposed in the Council resolution adopted March 2, 2026.

3. Such improvement has no relationship to the comprehensive municipal plan.

4. WSB LLC is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

5. The City reasonably expects to reimburse the expenditures made for certain costs of the improvement from the proceeds of tax-exempt bonds or other obligations in an estimated maximum principal amount of $935,804.99.

Adopted this 10th day of March 2026

MIKE O'DAY
President of the Council

Approved this 11th day of March 2026

DAVE BADEAUX
Mayor

ATTEST:
NICHOLAS W. BROYLES
City Administrator

EXHIBIT A

IMPACT OF ASSESSMENTS
CITY OF BRAINERD
IMPROVEMENT NO. 25-06

Available at Hearing Held April 10, 2026

The impact of the improvement is to provide necessary and desirable facilities for public use. The impact of the assessments for the improvement is to make benefited properties and their owners responsible for paying the costs of the improvement over time, not the public at large. The extent of the impact of the assessments depends upon the amount assessed.

A reasonable estimate of the total amount assessed is $419,386.66. This is approximately one-half of the street reconstruction costs being assessed, per the City's Assessment Policy. The City reserves the right when actually levying assessments to assess up to the full costs of the improvement, which may exceed estimates available at the time of the hearing on the improvement.

The following is a description of the methodology the city intends to use to calculate individual assessments for affected parcels on Improvement 25-06: Front footage with applicable deductions for side-yards calculated in based on the City's Assessment Policy. The City reserves the right when actually levying assessments to modify or depart from this methodology to the extent the City deems appropriate.

FEASIBILITY REPORT

BRAINERD 2026 RESURFACING PROJECT

BRAINERD | CROW WING COUNTY| MINNESOTA

February 24, 2026

Prepared for:

City of Brainerd

501 Laurel Street

Brainerd, MN 56401

WSB PROJECT NO. 032368-000

February 24th, 2026

Honorable Mayor and City Council
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: Feasibility Report
2026 Resurfacing Project
City of Brainerd, MN
WSB Project No. 032368-000

Dear Honorable Mayor and City Council Members:

Attached for your review is a feasibility report which addresses improvements associated with the 2026 Resurfacing Project.

The project is proposed to be locally funded and will be assessed to benefiting properties in accordance with Minnesota Statute 429 and the City's Assessment Policy.

We would be happy to discuss this report with you at your convenience. Please contact me at 218.855.9659 if you have any questions or concerns.

Sincerely,

WSB

Ethan Youso
Project Manager

Attachments

jsc

14275 GOLF COURSE DRIVE | SUITE 210 | BAXTER, MN | 56401 | 218.824.3960 | WSBENG.COM

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Letter of Introduction

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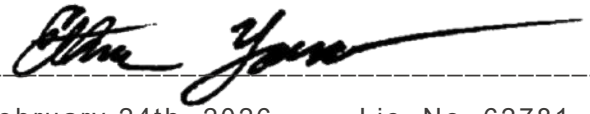
Certification Sheet

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

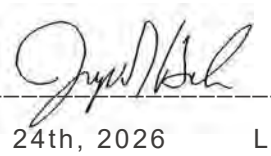
Ethan M. Youso, PE



Date: February 24th, 2026 Lic. No. 62781

Quality Control Review Completed By:

Jupe G. Hale, PE



Date: February 24th, 2026 Lic. No. 42064

1. Executive Summary

The 2026 Resurfacing Project consists of roadway improvements to South Brainerd (Spruce Drive, Graydon Avenue, Hillcrest Drive), Pine Street, Dal-Mar Drive and Circle, and South 11th Street. These improvements will enhance safety for residents, reduce ongoing maintenance efforts, increase property values, and improve the overall infrastructure of the City of Brainerd. A map illustrating the project location is shown in **Appendix A**.

The existing bituminous pavements in the proposed project area are deteriorating and require repair. The proposed scope includes full-depth pavement replacement, mill & overlay, overlay, spot curb replacement, and drainage enhancements at various locations within the proposed project limits.

Installation of a new parking lot for Jaycees Park is an option proposed on Pine Street between SE 16th Street and SE 19th Street. This option is presented for consideration to increase parking availability and to have dedicated off-street parking. Although feasible from an engineering perspective, the improvement and associated benefits may not be worth the cost.

The cost of the 2026 Resurfacing Project, based on the recommended scope of work outside of the proposed alternatives, is estimated at $850,525.86. This includes a 10% contingency and 13% indirect costs. Funding for the project will be locally funded by assessing benefiting properties within the project area.

The proposed project schedule includes construction beginning June 2026, with final completion by August 2026.

The project is feasible, necessary, and cost-effective from an engineering standpoint and should be constructed as proposed herein.

2. Introduction

2.1 Authorization

On October 20th, 2025, the City of Brainerd City Council authorized a feasibility report for the 2026 Resurfacing Project.

2.2 Scope

This feasibility report includes roadway and drainage improvements along the following streets:

- Spruce Drive from Buffalo Hills Lane E to S 6th Street
- Graydon Avenue from Wood Crest Road to Birchridge Drive
- Hillcrest Drive
- Pine Street from SE 16th Street to Walnut Street
- Dal-Mar Drive and Circle
- South 11th Street from Thiesse Drive to Industrial Park Road

2.3 Data Available

Information and materials used in the preparation of this report include the following:

- City of Brainerd Capital Improvement Plan (2025-2034)
- City of Brainerd Assessment Policy
- Crow Wing County GIS – Property Records
- City of Brainerd Record Drawings
- City of Brainerd GIS Records
- Field Observations of the Area and Field Topographic Surveys

2.4 Project History

The 2026 Resurfacing Project is identified in the City's Capital Improvement Plan to address the poor pavement condition of these roadways.

3. Existing Conditions

3.1 Street

The streets included in the project have the following existing conditions:

Existing Conditions					
Street Segment	**From**	**To**	**Existing Street Width**	**Right-of-Way Width**	**Curb**
Spruce Drive	Buffalo Hills Lane E	S 6th Street	32	66	B6-18
Graydon Avenue	Wood Crest Road	Birchridge Drive	28 - 32	50 - 55	B6-18
Hillcrest Drive	N/A	N/A	32	66	Surmountable
Pine Street	SE 16th Street	Walnut Street	32 (Urban) 29 (Rural)	66	B6-18 (Urban) None (Rural)
Dal-Mar Drive & Circle	8759 Dal-Mar Drive	End	22	66	None
South 11th Street	Thiesse Drive	Industrial Park Road	41	80	Surmountable

All the streets within the project are surfaced with bituminous pavement. The streets were originally constructed between 1951 and 2004 with various pavement rehabilitation efforts such as overlays and chip sealing completed from 1997 to 2020.

The existing road section is 2 inches of bituminous pavement for Spruce Drive, Hillcrest Drive, Pine Street, and Dal-Mar Drive & Circle. The existing road section is 3.5 inches of bituminous pavement for Graydon Avenue and South 11th Street. Based on records received from the city, it is assumed that there is approximately 4" of aggregate class 5 for all street segments.

Currently, users of Jaycees Park have no off-street parking options to access the North side of the park. All parking occurs within the traffic lane on Pine Street for sporting events and recreational activities.

There is no existing pedestrian facilities within the proposed project limits.

Concrete curb and gutter exist on all streets excluding the rural section of Pine Street and Dal-Mar Drive & Circle. Generally, the curb and gutter is in satisfactory condition.

3.2 Storm Sewer (Drainage)

Any existing storm sewer within the proposed project area is underneath the roadway and City staff have determined the condition to be satisfactory other than the facilities on Spruce Drive. The storm sewer facilities on the North side of Spruce Drive have been known to backup during storm events in the past. Recent improvements on S 6th Street in 2022 with the installation of a new storm water pond, that connects to the city system, contribute to overwhelming the existing system. The pipe sizes in the system are not large enough to handle flow from larger weather events.

3.3 Sanitary Sewer

Any existing sanitary sewer within the proposed project area is underneath the roadway and City staff have determined the condition to be satisfactory.

3.4 Water Main

Any existing water main within the proposed project area is underneath the roadway and City staff have determined the condition to be satisfactory.

3.5 Private Utilities

Private utilities that have facilities in or near the project area will be notified during the final design phase of the project. They will be requested to coordinate any necessary repairs and replacements as needed at their cost. There are no anticipated conflicts with the proposed improvements. Private utility companies that have facilities within the project area include the following:

- Charter Communications
- Consolidated Telephone
- Consolidated Communications
- TDS Telecommunications
- Crow Wing Power
- Century Link
- Xcel Energy
- Centerpoint Energy
- Minnesota Power
- Brainerd Public Utilities

4. Proposed Improvements

Preliminary layouts are included in **Appendix A**. These layouts outline the proposed improvements on each street. The proposed alternates are also included.

4.1 Street

The proposed roadway improvements on Spruce Drive, Hillcrest Drive, and Pine Street (Urban Section) consist of a 2" full removal and replacement of the bituminous pavement. A 1.5" overlay is proposed for Pine Street (Rural Section) and Dal-Mar Drive & Circle. The surface improvements on Graydon Avenue and South 11th Street include a 2" mill and overlay. Some areas will require a partial reconstruction to rebuild the section so that it is satisfactory to place new pavement on top and drainage issues are addressed. Existing street widths will be maintained. Typical sections are included in **Appendix A**.

To evaluate the potential assessment impacts for properties along Dal-Mar Drive and Dal-Mar Circle, this report includes an alternative pavement improvement option. The alternative (Alternate 1) consists of a 2-inch full removal and replacement of the bituminous pavement rather than the proposed 1.5-inch overlay. Only one of these improvements would be implemented; if the alternative is selected, the overlay would not be constructed. According to the City of Brainerd's Assessment Policy, residents are assessed 50% of the cost for full-depth pavement removal and replacement and 100% of the cost for pavement overlays. Including this alternative allows for a direct comparison of the anticipated assessment amounts for affected residents.

4.2 Storm Sewer (Drainage)

Various drainage improvements are proposed on streets within the project area. Any curb, valley gutter, or driveway apron that is determined to be in poor condition will be removed and replaced accordingly to ensure proper drainage. Manhole castings will be adjusted as needed to match the proposed pavement surface.

Other drainage improvements include:
Spruce Drive – Upsizing of Storm Water Facilities to Handle Larger Flows
Graydon Avenue – Rain Garden Removal
Pine Street – 315' of new curb & gutter proposed on the South side of the rural section of Pine Street from the intersection of SE 19th St to the East in order to improve drainage in the area
Dal-Mar Circle – Constructing Swales at the End of the Cul De Sac for Water Flow
South 11th Street – Partial Reconstruct Near Industrial Park Road to Fix Drainage Issues and Building up a Normal 2% Crown

4.3 Sanitary Sewer

Sanitary sewer manhole castings will be adjusted as needed to match the proposed pavement surface.

4.4 Water Main

Watermain gate valves will be adjusted to match the proposed pavement surface.

4.5 Parking Improvements

As part of the City's initiative to improve parks within City limits, an optional parking lot installation is being considered (Alternate 2) for this project on Pine Street for the Jaycees Park. This is located between SE 16th Street and SE 19th Street. A proposed layout including dimensions, slopes, section information, and more can be found in **Appendix A**.

Currently, on-street parking can hold approximately 10 vehicles. The proposed layout has 12 dedicated off-street parking spaces. The impact to the existing site is minimal with one tree needing to be removed

and the park sign to be relocated to a new location. The parking area would increase safety and accessibility for users of Jaycees Park.

Although this improvement is technically feasible from an engineering standpoint, the City should evaluate whether the anticipated benefits justify both the initial capital investment and ongoing maintenance costs. The proposed improvement would result in an increase of only approximately two parking spaces, and the expanded parking area would require continued snow removal and routine maintenance.

4.6 Right-of-Way/Easements

All proposed improvements are located within the platted right-of-way or within City-Owned property. No permanent easements will be required; temporary easements are not expected to be needed and will be identified during final design.

4.7 Permits/Approvals

The anticipated permits and approvals required from the respective regulatory agencies are listed below:

- MN Pollution Control Agency NPDES……Erosion/Stormwater

4.8 Construction Access

The contractor will be responsible for providing access to properties throughout the project. Signed detours will be required to direct traffic around the construction zones, if needed, and notify users of the construction activity.

5. Financing

5.1 Opinion of Probable Cost

A detailed opinion of probable cost is included in **Appendix B** of this report. The opinion of probable cost is based on projected construction costs for 2026 and includes a 10% contingency and 13% indirect costs. The indirect costs include engineering, legal, and administrative costs associated with the project.

The opinion of probable cost is summarized as follows:

2026 Resurfacing Project Opinion of Probable Cost	
Street Segment	**Estimated Cost**
Spruce Drive	$220,930.82
Graydon Avenue	$108,551.19
Hillcrest Drive	$60,055.55
Pine Street	$164,573.20
Dal-Mar Drive & Circle	$78,333.86
South 11th Street	$218,081.24
Total Base Estimated Cost	**$850,525.86**
Alternate #1: Alternate Pavement Improvement Option	$119,682.26
Alternate #2: Optional Parking Improvements	$43,930.73
Total Optional Estimated Cost	**$935,804.99**

5.2 Funding

Funding for the 2026 Resurfacing Project will be through assessments to benefiting properties. Assessments will be levied to the benefiting properties as outlined in Minnesota Statute 429 and the City's assessment policy. According to the City's Assessment Policy, benefiting owners shall be assessed 50% of the costs associated with street resurfacing on a front foot basis. For overlay improvements, the entire project cost is assessed to abutting properties. If a resident is on a corner lot, the property shall be assessed for improvements on both streets. A side-yard deduction assessment policy is in place to reduce the cost for owners on corner lots for resurfacing projects. A side-yard is defined in the policy as the side of a property lot with the most street frontage. Improvements made to a side-yard street will result in the City paying for the cost of half the side-yard footage with the property owner being assessed the rest.

The City Assessment Policy is included in **Appendix C** and a Preliminary Assessment Roll that shows the proposed properties to be assessed is included in **Appendix D**. Below are summaries of the assessment rates for each street within the project:

Spruce Drive Improvements
Total Assessable Cost: $167,829.86
Assessable Amount (50%): $83,914.93
Total Assessable Footage: 3,236.89
Assessment Rate: $25.92 / LF

Graydon Avenue Improvements:
Total Assessable Cost: $108,551.19
Assessable Amount (50%): $54,275.60
Total Assessable Footage: 2,593.15
Assessment Rate: $20.93 / LF

Hillcrest Drive Improvements:
Total Assessable Cost: $60,055.55
Assessable Amount (50%): $30,027.78
Total Assessable Footage: 1,264.35
Assessment Rate: $23.75 / LF

Pine Street Improvements:
Total Assessable Cost: $164,573.20
Assessable Amount (50%): $82,286.60
Total Assessable Footage: 4,060.19
Assessment Rate: $20.27 / LF

Dal-Mar Drive & Circle Improvements:
Total Segment Cost: $78,333.86
Assessable Amount (100%): $78,333.86
Total Assessable Footage: 4,872.78
Assessment Rate: $16.08 / LF

Dal-Mar Drive & Circle Improvements (Alternate #1):
Total Assessable Cost: $119,682.26
Assessable Amount (50%): $59,841.13
Total Assessable Footage: 4,872.78
Assessment Rate: $12.28 / LF

South 11th Street Improvements:
Total Assessable Cost: $218,081.24
Assessable Amount (50%): $109,040.62
Total Assessable Footage: 3,772.795
Assessment Rate: $28.90 / LF

6. Project Schedule

The proposed schedule for this improvement is as follows:

Task Number	Task Description	Completion Date
1	City Council Authorizes Feasibility Report	March 3, 2026
2	Neighboorhood Meeting	March 26, 2026
3	City Council Orders Public Hearing	March 3, 2026
4	Public Hearing	April 6, 2026
5	Final Design - Plans/Specification Preparation	April 7-14, 2026
6	City Council Approves Plans/Specs and Authorizes Bidding	April 20, 2026
7	Bid Opening	May 13, 2026
8	City Council Awards Construction Contract	May 18, 2026
9	Construction	June – September, 2026
10	Final Assessment Hearing	November, 2026
11		
12		
13		
14		
15		
16		
17		

7. Feasibility and Recommendation

The City of Brainerd 2026 Resurfacing Project consists of pavement improvements, minor drainage improvements, and an optional parking improvement. Improvements for each street segment can be found in the preliminary layouts found in **Appendix A**. The cost of the 2026 Street Resurfacing Project is estimated at $850,525.86 excluding the proposed alternates.

Based on the information contained within this report, the proposed improvements as described are necessary, cost-effective, and feasible from an engineering perspective. WSB recommends construction of the proposed improvements as detailed in this report. The economic feasibility of this project will be determined by the City Council.

Appendix A

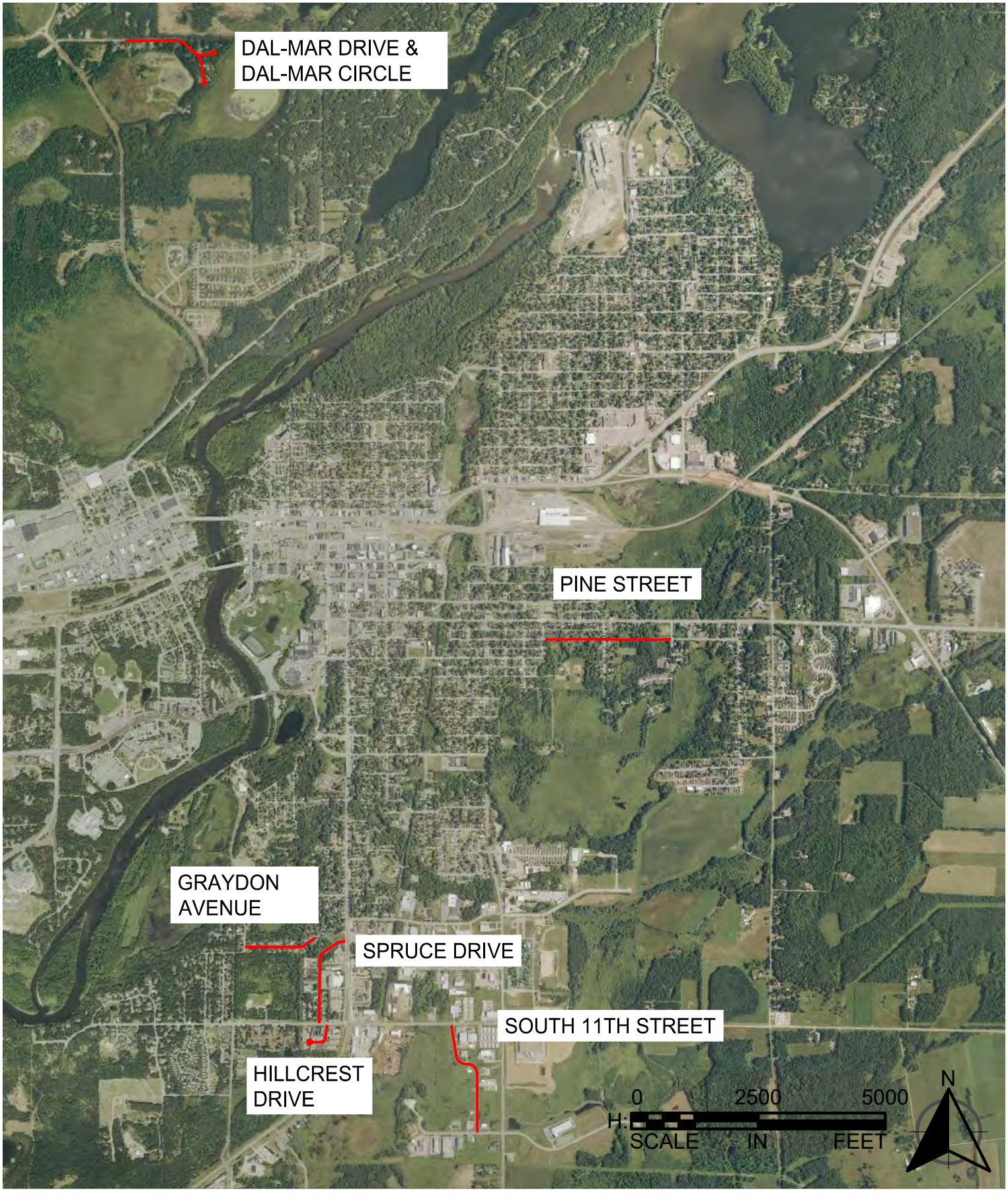
Project Location Map

Preliminary Layouts

Typical Sections

Alternate #1 Layout

Alternate #2 Layout



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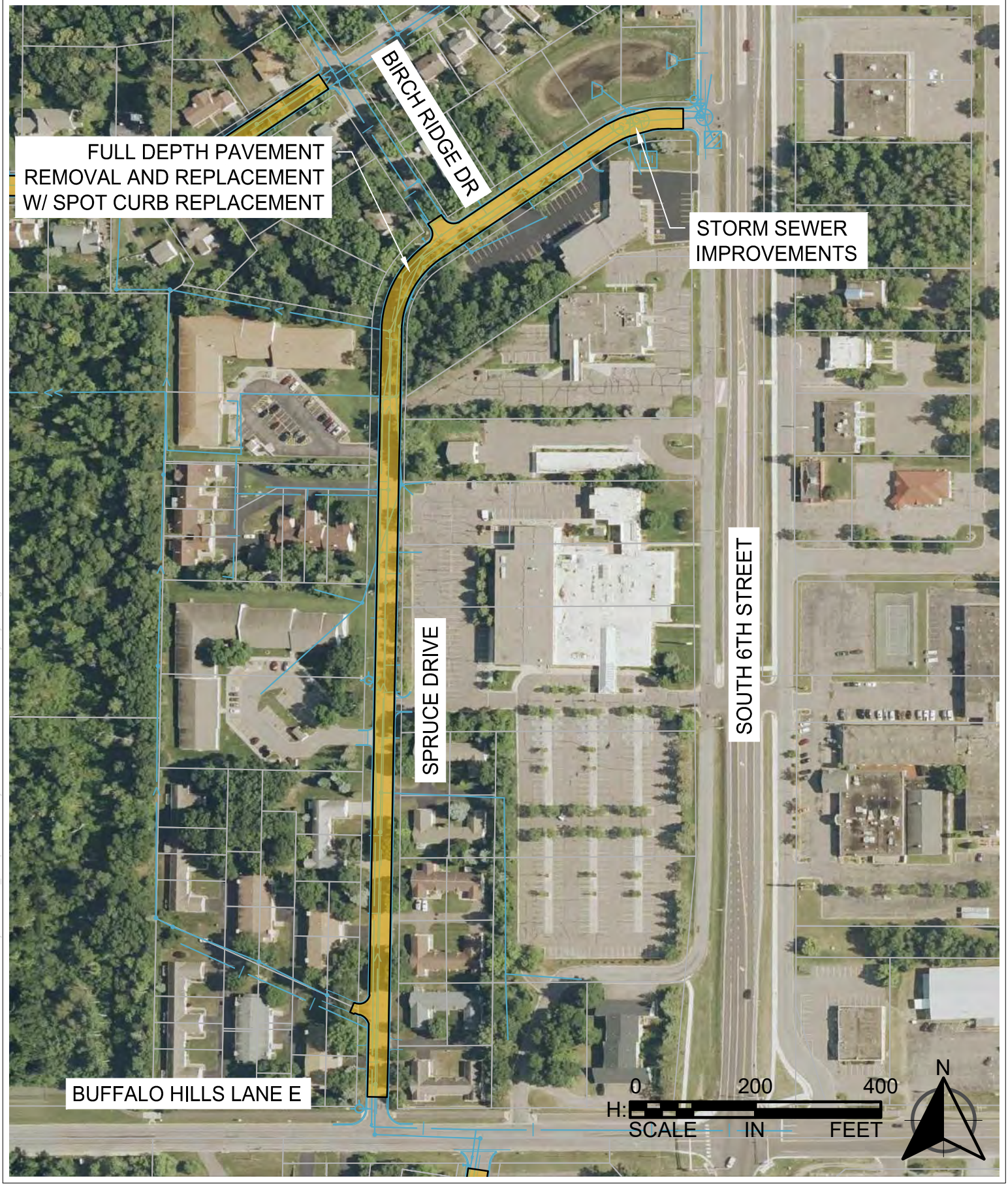
WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
PROJECT LOCATION MAP
CITY OF BRAINERD, MN



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WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
SPRUCE DRIVE LAYOUT
CITY OF BRAINERD

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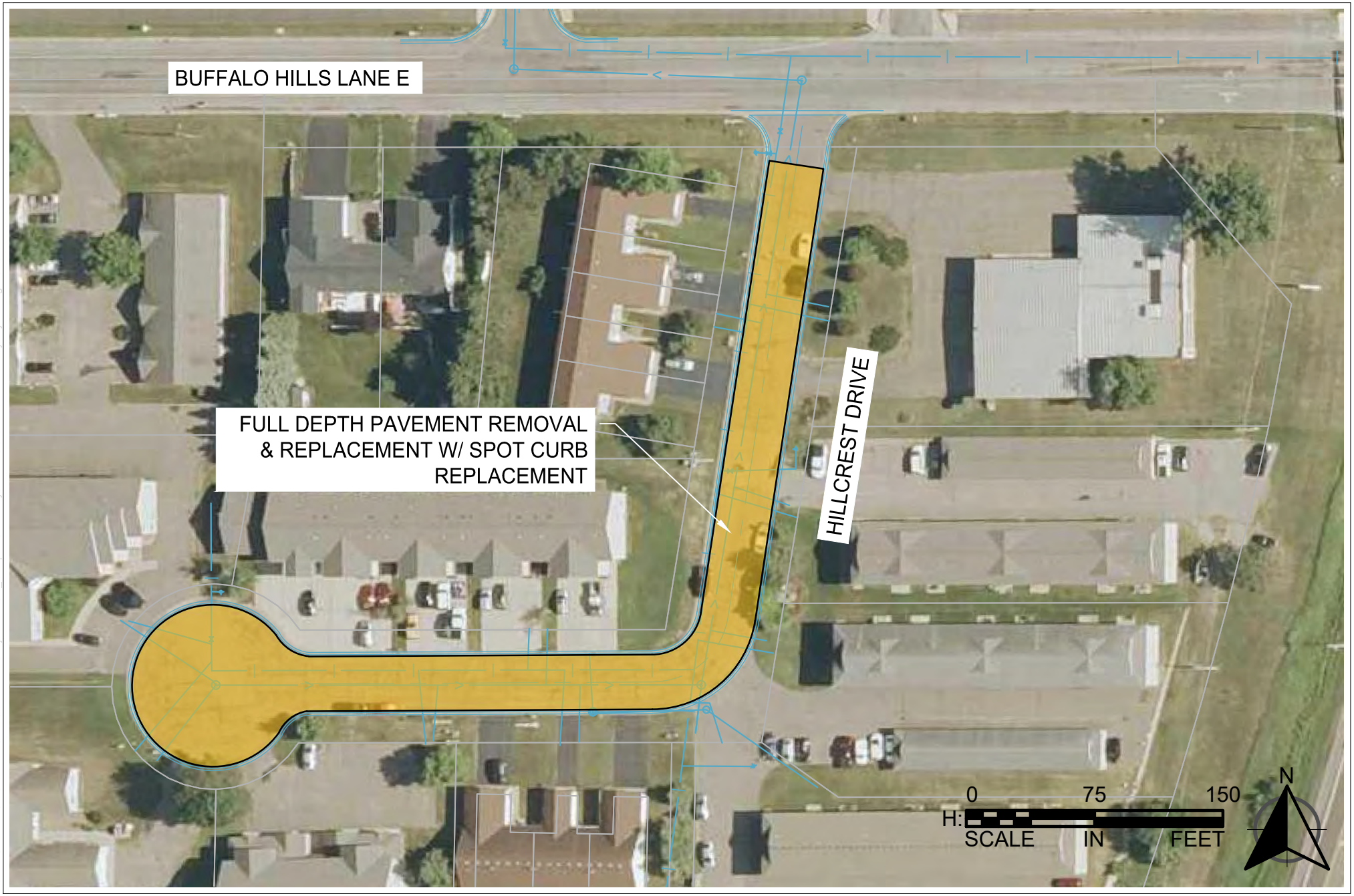
032368-000

2026 RESURFACING PROJECT
GRAYDON AVENUE LAYOUT
CITY OF BRAINERD



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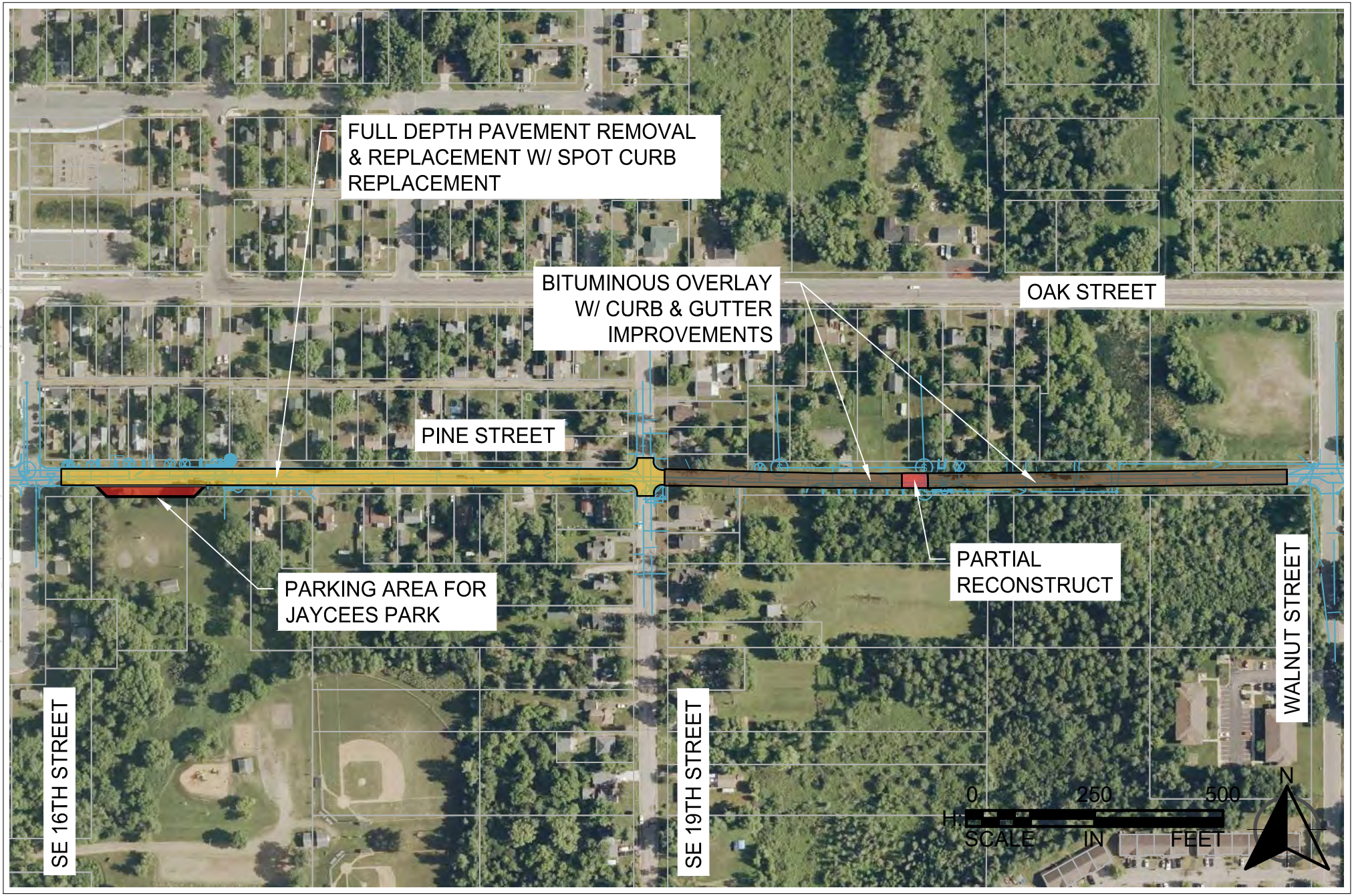
WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
HILLCREST DRIVE LAYOUT
CITY OF BRAINERD



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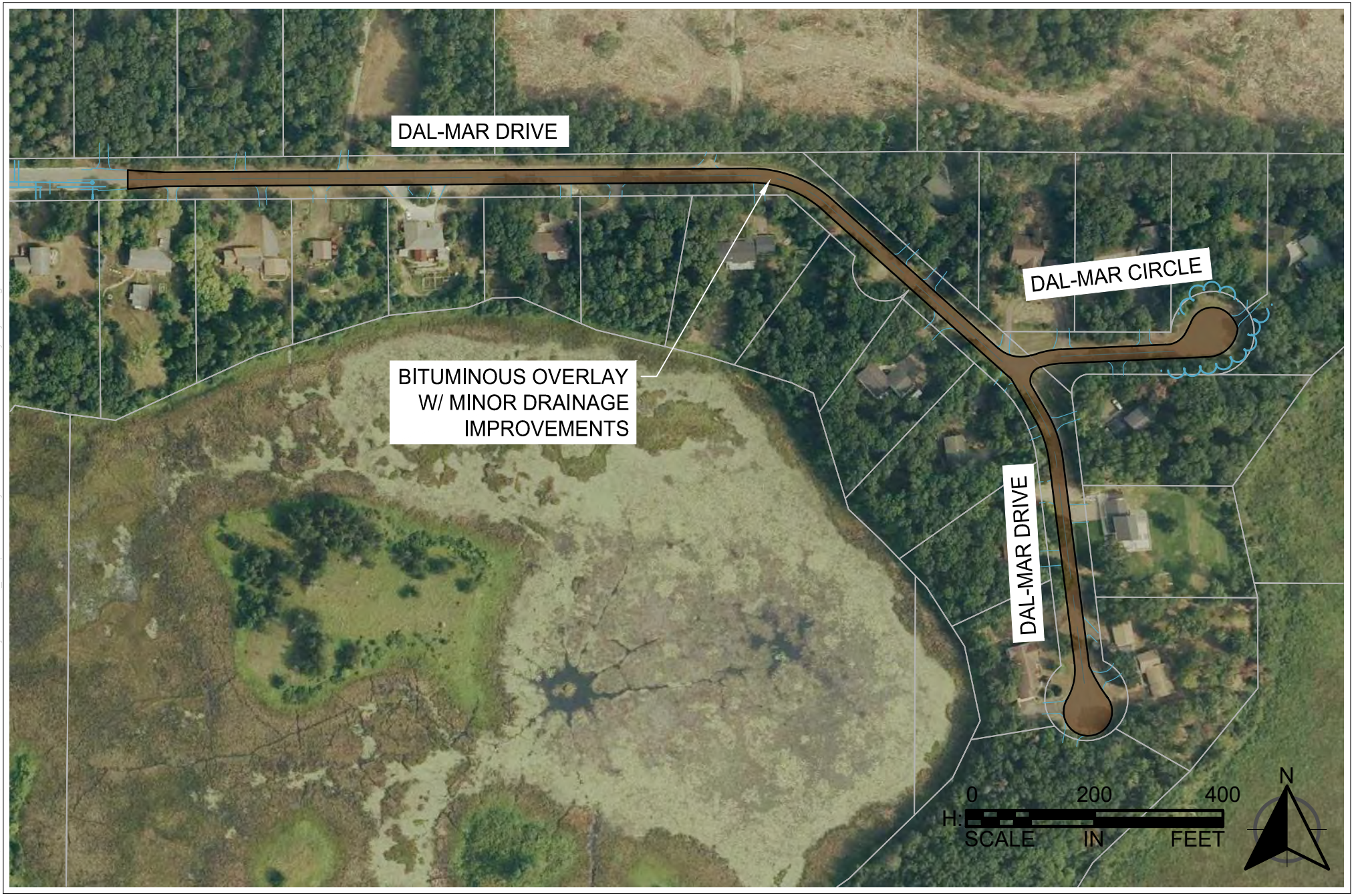
WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
PINE STREET LAYOUT
CITY OF BRAINERD



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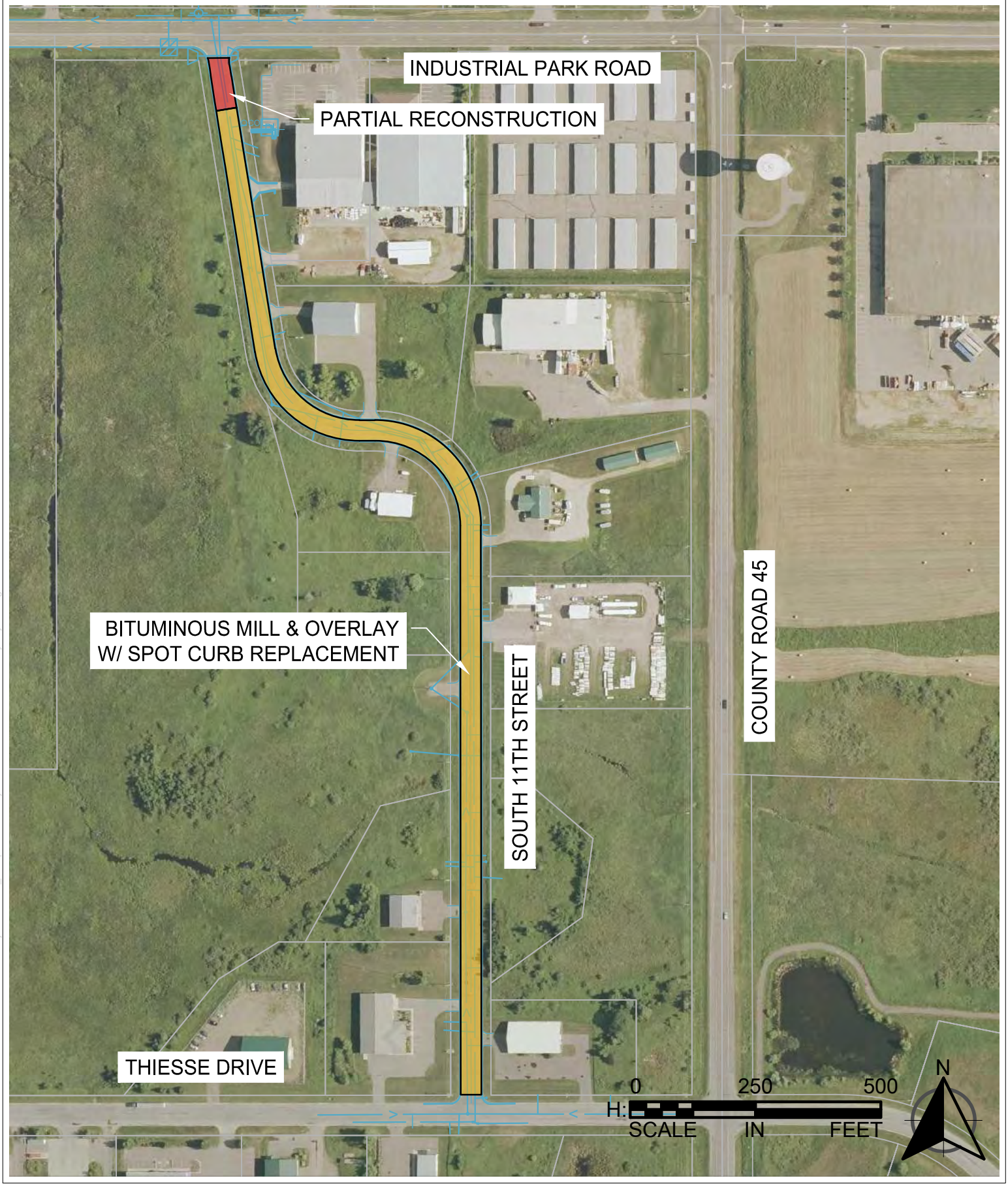
WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
DAL-MAR DRIVE/CIRCLE LAYOUT
CITY OF BRAINERD

CITY OF BRAINERD



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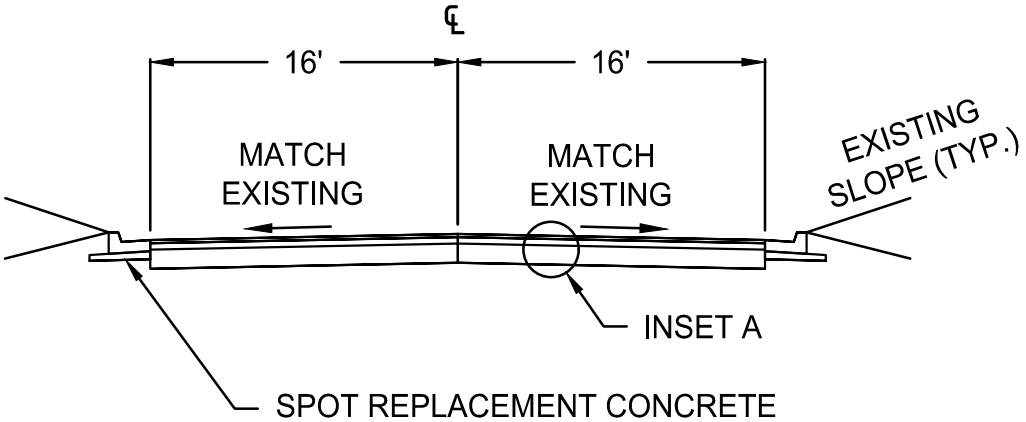
WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
SOUTH 11TH STREET LAYOUT
CITY OF BRAINERD

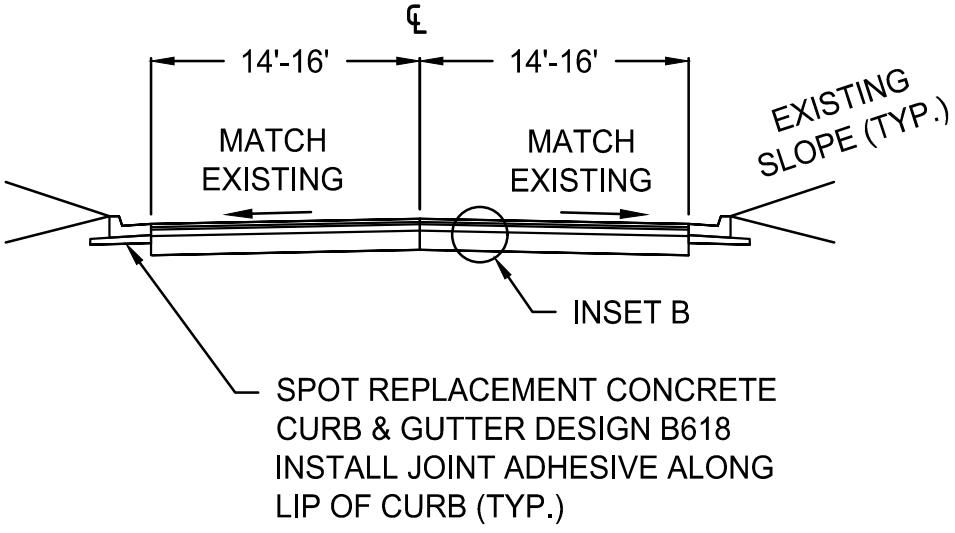
SPRUCE DRIVE & PINE STREET (URBAN SECTION)

FULL DEPTH PAVEMENT REMOVAL &
REPLACEMENT



GRAYDON AVENUE

BITUMINOUS MILL & OVERLAY



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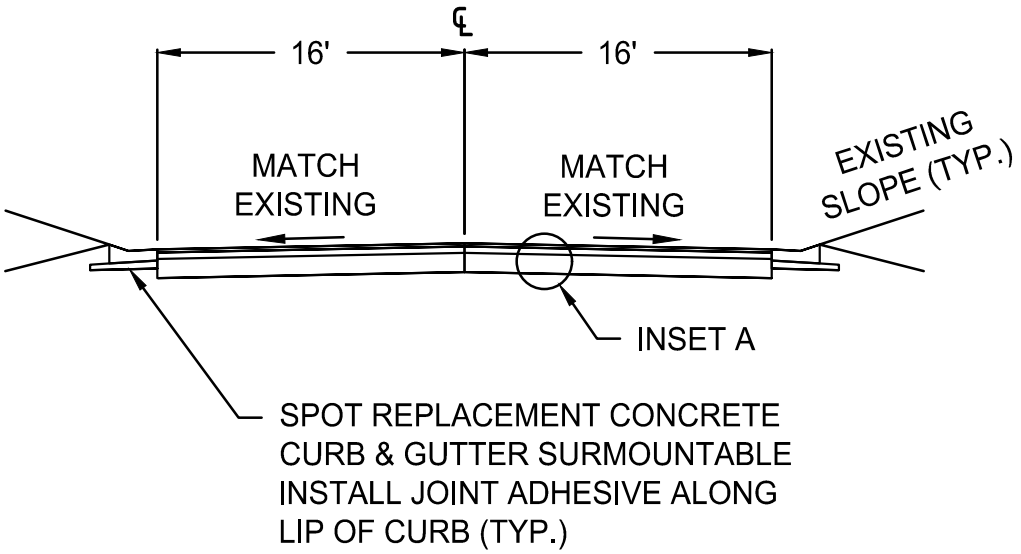
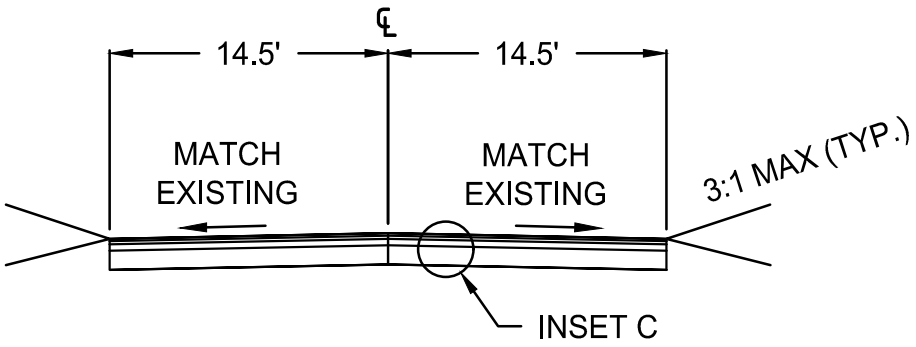
HILLCREST DRIVE

FULL DEPTH PAVEMENT REMOVAL
& REPLACEMENT



PINE STREET (RURAL SECTION)

BITUMINOUS OVERLAY W/ PARTIAL
RECONSTRUCT



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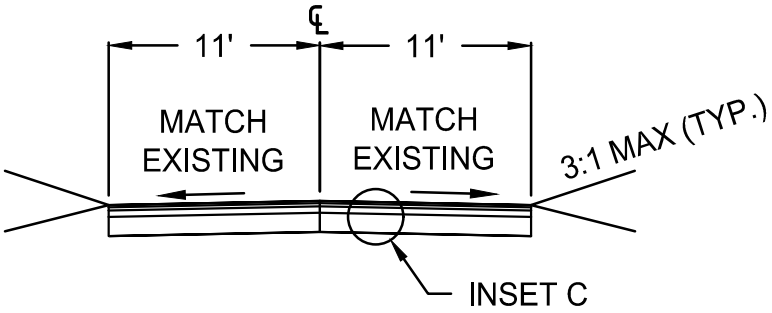
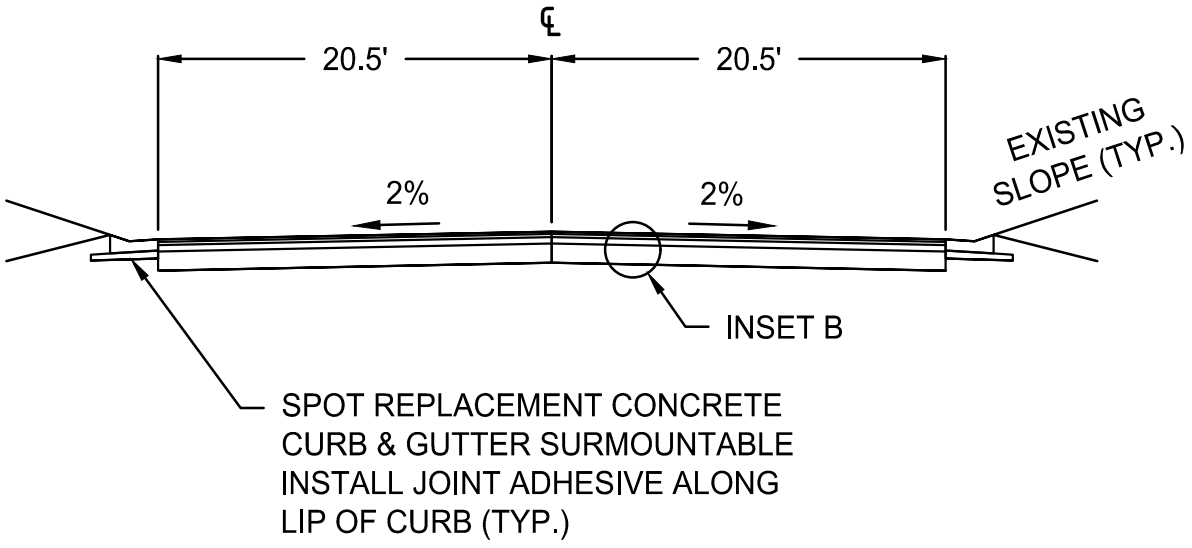
DAL-MAR DRIVE & CIRCLE

BITUMINOUS OVERLAY



SOUTH 11TH STREET

BITUMINOUS MILL & OVERLAY W/ PARTIAL RECONSTRUCTION



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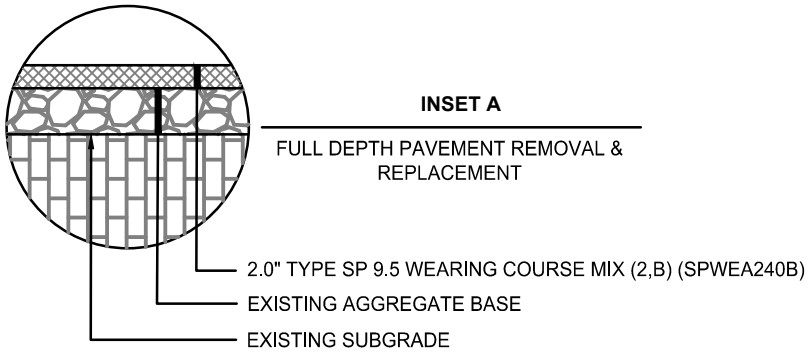
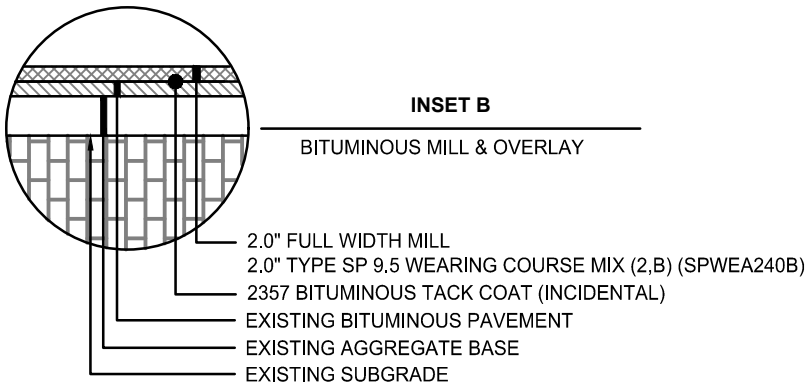


INSET A

FULL DEPTH PAVEMENT REMOVAL & REPLACEMENT

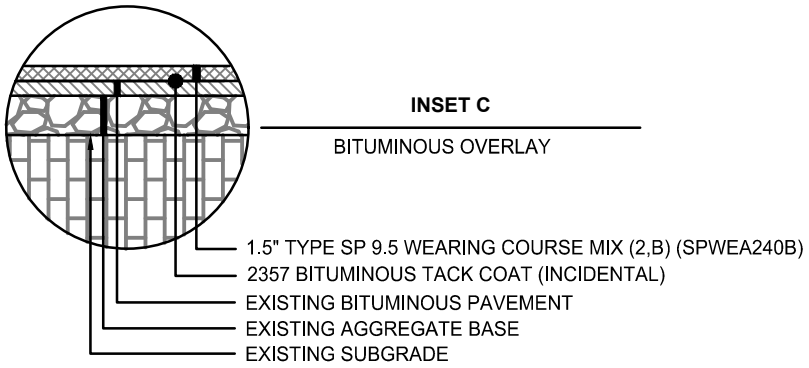
2.0" TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)
EXISTING AGGREGATE BASE
EXISTING SUBGRADE



INSET B

BITUMINOUS MILL & OVERLAY

2.0" FULL WIDTH MILL
2.0" TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)
2357 BITUMINOUS TACK COAT (INCIDENTAL)
EXISTING BITUMINOUS PAVEMENT
EXISTING AGGREGATE BASE
EXISTING SUBGRADE



INSET C

BITUMINOUS OVERLAY

1.5" TYPE SP 9.5 WEARING COURSE MIX (2,B) (SPWEA240B)
2357 BITUMINOUS TACK COAT (INCIDENTAL)
EXISTING BITUMINOUS PAVEMENT
EXISTING AGGREGATE BASE
EXISTING SUBGRADE

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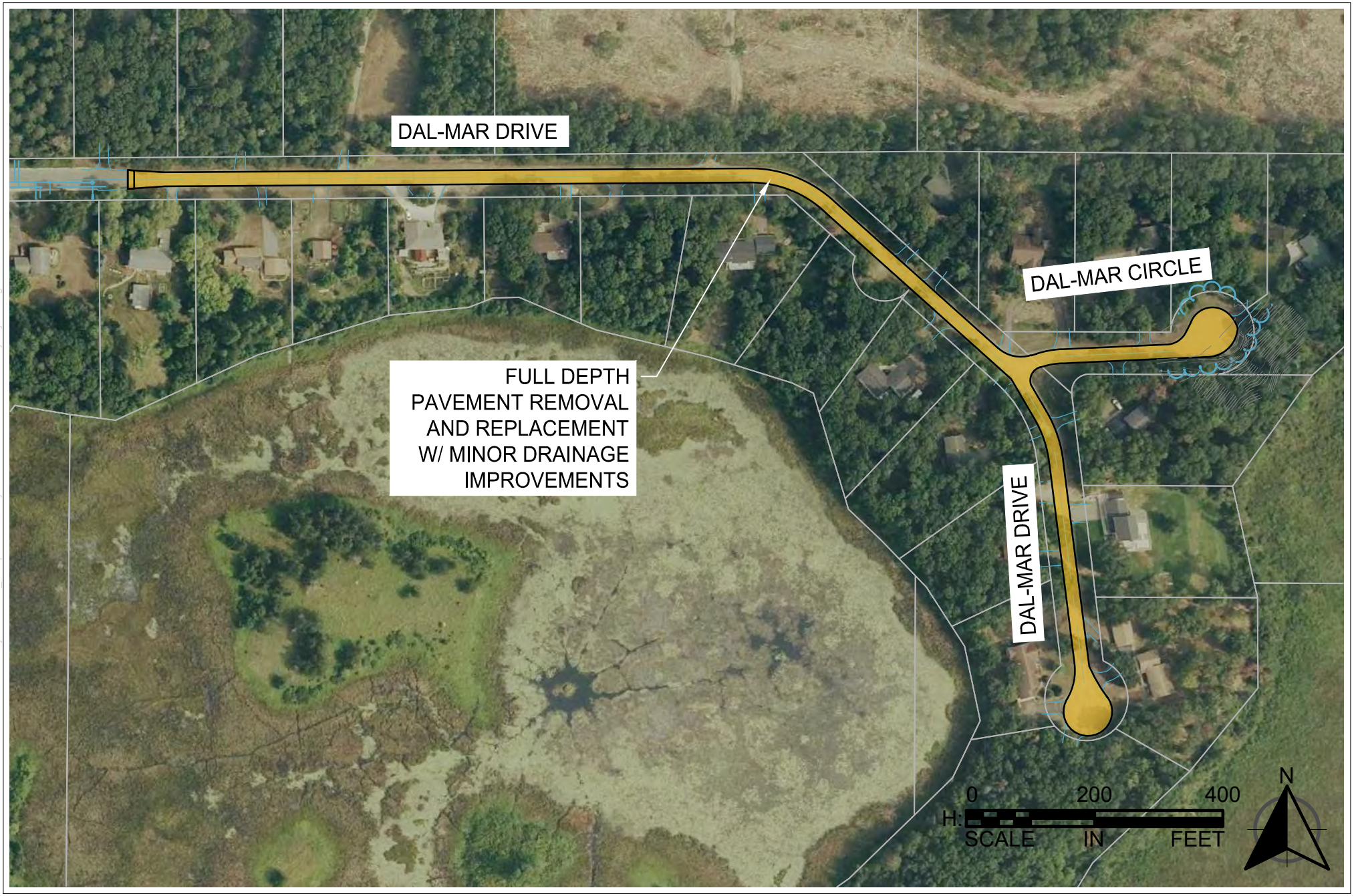

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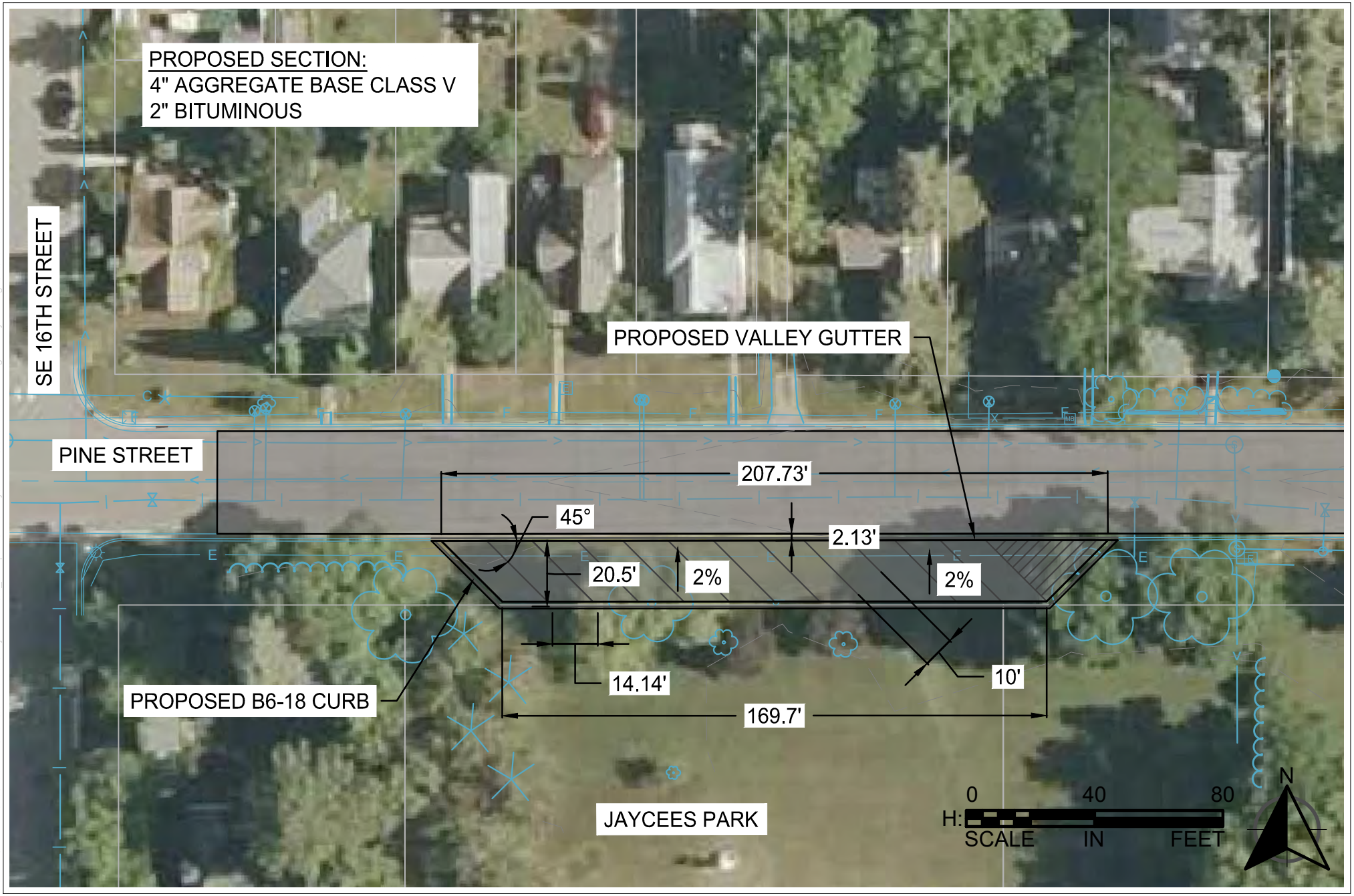
WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
DAL-MAR DRIVE/CIRCLE LAYOUT (ALTERNATE #1)
CITY OF BRAINERD

CITY OF BRAINERD



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WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
PARKING LOT LAYOUT (ALTERNATE #2)
CITY OF BRAINERD

Appendix B

Opinion of Probable Cost

OPINION OF PROBABLE COST

WSB Project: Brainerd 2026 Resurfacing Project
Project Location: City of Brainerd
City Project No.: N/A
WSB Project No: 032368-000

Design By: EMD
Checked By: EMY
Date: 2/10/2026

ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
A. SPRUCE DRIVE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.20	$ 45,000.00	$ 9,000.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	110	$ 2.00	$ 220.00
3	2104.503	REMOVE SEWER PIPE (STORM)	L F	352	$ 20.00	$ 7,040.00
4	2104.503	REMOVE CURB & GUTTER	L F	370	$ 7.50	$ 2,775.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	6630	$ 3.50	$ 23,205.00
6	2331.603	JOINT ADHESIVE	L F	370	$ 1.00	$ 370.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	810	$ 80.00	$ 64,800.00
8	2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	L F	352	$ 90.00	$ 31,680.00
9	2503.602	CONNECT TO EXISTING MANHOLES	EACH	2	$ 2,000.00	$ 4,000.00
10	2504.602	ADJUST GATE VALVE & BOX	EACH	8	$ 500.00	$ 4,000.00
11	2506.502	ADJUST FRAME & RING CASTING	EACH	13	$ 850.00	$ 11,050.00
12	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	370	$ 40.00	$ 14,800.00
13	2563.601	TRAFFIC CONTROL	LS	0.20	$ 3,000.00	$ 600.00
14	2573.502	STORM DRAIN INLET PROTECTION	EACH	6	$ 200.00	$ 1,200.00
15	2575.501	TURF ESTABLISHMENT	LS	0.20	$ 15,000.00	$ 3,000.00
16				0		$ -
					CONSTRUCTION TOTAL	**$ 177,740.00**
					CONTINGENCY TOTAL (10%)	**$ 17,774.00**
					SUBTOTAL	**$ 195,514.00**
					INDIRECT COST TOTAL (13%)	**$ 25,416.82**
					TOTAL	**$ 220,930.82**
B. GRAYDON AVENUE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.12	$ 45,000.00	$ 5,400.00
2	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	2	$ 4,000.00	$ 8,000.00
3	2104.503	REMOVE CURB & GUTTER	L F	40	$ 7.50	$ 300.00
4	2231.604	BITUMINOUS PATCH SPECIAL	S Y	10	$ 50.00	$ 500.00
5	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	4810	$ 3.00	$ 14,430.00
6	2331.603	JOINT ADHESIVE	L F	40	$ 1.00	$ 40.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	590	$ 80.00	$ 47,200.00
8	2504.602	ADJUST GATE VALVE & BOX	EACH	2	$ 500.00	$ 1,000.00
9	2506.502	ADJUST FRAME & RING CASTING	EACH	6	$ 850.00	$ 5,100.00
10	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	40	$ 40.00	$ 1,600.00
11	2563.601	TRAFFIC CONTROL	LS	0.12	$ 3,000.00	$ 360.00
12	2573.502	STORM DRAIN INLET PROTECTION	EACH	8	$ 200.00	$ 1,600.00
13	2575.501	TURF ESTABLISHMENT	LS	0.12	$ 15,000.00	$ 1,800.00
14				0		$ -
					CONSTRUCTION TOTAL	**$ 87,330.00**
					CONTINGENCY TOTAL (10%)	**$ 8,733.00**
					SUBTOTAL	**$ 96,063.00**
					INDIRECT COST TOTAL (13%)	**$ 12,488.19**
					TOTAL	**$ 108,551.19**
C. HILLCREST DRIVE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.07	$ 45,000.00	$ 3,150.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	35	$ 2.00	$ 70.00
3	2104.503	REMOVE CURB & GUTTER	L F	100	$ 7.50	$ 750.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	2710	$ 3.50	$ 9,485.00
5	2331.603	JOINT ADHESIVE	L F	100	$ 1.00	$ 100.00
6	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	330	$ 80.00	$ 26,400.00
7	2504.602	ADJUST GATE VALVE & BOX	EACH	2	$ 500.00	$ 1,000.00
8	2506.502	ADJUST FRAME & RING CASTING	EACH	2	$ 850.00	$ 1,700.00
9	2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F	100	$ 40.00	$ 4,000.00
10	2563.601	TRAFFIC CONTROL	LS	0.07	$ 3,000.00	$ 210.00
11	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	$ 200.00	$ 400.00
12	2575.501	TURF ESTABLISHMENT	LS	0.07	$ 15,000.00	$ 1,050.00
13				0		$ -
					CONSTRUCTION TOTAL	**$ 48,315.00**
					CONTINGENCY TOTAL (10%)	**$ 4,831.50**
					SUBTOTAL	**$ 53,146.50**
					INDIRECT COST TOTAL (13%)	**$ 6,909.05**
					TOTAL	**$ 60,055.55**
D. PINE STREET IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.30	$ 45,000.00	$ 13,500.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	155	$ 2.00	$ 310.00
3	2104.503	REMOVE CURB & GUTTER	L F	20	$ 7.50	$ 150.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	4520	$ 3.50	$ 15,820.00
5	2106.507	EXCAVATION - COMMON	C Y	40	$ 20.00	$ 800.00
6	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	8	$ 65.00	$ 520.00
7	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	40	$ 40.00	$ 1,600.00
8	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	S Y	90	$ 4.50	$ 405.00

OPINION OF PROBABLE COST

WSB Project: Brainerd 2026 Resurfacing Project
Project Location: City of Brainerd
City Project No.: N/A
WSB Project No: 032368-000

Design By: EMD
Checked By: EMY
Date: 2/10/2026

ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
9	2331.603	JOINT ADHESIVE	L F	20	$ 1.00	$ 20.00
10	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	910	$ 80.00	$ 72,800.00
11	2504.602	ADJUST GATE VALVE & BOX	EACH	4	$ 500.00	$ 2,000.00
12	2506.502	ADJUST FRAME & RING CASTING	EACH	5	$ 850.00	$ 4,250.00
13	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	285	$ 40.00	$ 11,400.00
14	2563.601	TRAFFIC CONTROL	LS	0.30	$ 3,000.00	$ 900.00
15	2573.502	STORM DRAIN INLET PROTECTION	EACH	7	$ 200.00	$ 1,400.00
16	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	75	$ 3.00	$ 225.00
17	2574.507	COMMON TOPSOIL BORROW	C Y	40	$ 45.00	$ 1,800.00
18	2575.501	TURF ESTABLISHMENT	LS	0.30	$ 15,000.00	$ 4,500.00
19				0		$ -
					CONSTRUCTION TOTAL	**$ 132,400.00**
					CONTINGENCY TOTAL (10%)	**$ 13,240.00**
					SUBTOTAL	**$ 145,640.00**
					INDIRECT COST TOTAL (13%)	**$ 18,933.20**
					TOTAL	**$ 164,573.20**
E. DAL-MAR DRIVE & CIRCLE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.06	$ 45,000.00	$ 2,700.00
2	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	100	$ 3.50	$ 350.00
3	2106.507	EXCAVATION - COMMON	C Y	5	$ 20.00	$ 100.00
4	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	10	$ 65.00	$ 650.00
5	2232.504	MILL CONCRETE SURFACE	S Y	30	$ 7.50	$ 225.00
6	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	S Y	110	$ 4.50	$ 495.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	630	$ 80.00	$ 50,400.00
8	2511.507	RANDOM RIPRAP CLASS III	C Y	5	$ 150.00	$ 750.00
9	2531.604	6" CONCRETE DRIVEWAY PAVEMENT SPECIAL	S Y	30	$ 150.00	$ 4,500.00
10	2563.601	TRAFFIC CONTROL	LS	0.06	$ 3,000.00	$ 180.00
11	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	125	$ 3.00	$ 375.00
12	2574.507	COMMON TOPSOIL BORROW	C Y	31	$ 45.00	$ 1,395.00
13	2575.501	TURF ESTABLISHMENT	LS	0.06	$ 15,000.00	$ 900.00
14				0		$ -
					CONSTRUCTION TOTAL	**$ 63,020.00**
					CONTINGENCY TOTAL (10%)	**$ 6,302.00**
					SUBTOTAL	**$ 69,322.00**
					INDIRECT COST TOTAL (13%)	**$ 9,011.86**
					TOTAL	**$ 78,333.86**
F. SOUTH 11TH STREET IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	0.25	$ 45,000.00	$ 11,250.00
2	2104.503	REMOVE CURB & GUTTER	L F	125	$ 7.50	$ 937.50
3	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	470	$ 3.50	$ 1,645.00
4	2106.507	EXCAVATION - COMMON	C Y	80	$ 20.00	$ 1,600.00
5	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	80	$ 40.00	$ 3,200.00
6	2231.604	BITUMINOUS PATCH SPECIAL	S Y	9	$ 50.00	$ 450.00
7	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	10120	$ 3.00	$ 30,360.00
8	2331.603	JOINT ADHESIVE	L F	125	$ 1.00	$ 125.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	1330	$ 80.00	$ 106,400.00
10	2504.602	ADJUST GATE VALVE & BOX	EACH	3	$ 500.00	$ 1,500.00
11	2506.502	ADJUST FRAME & RING CASTING	EACH	6	$ 850.00	$ 5,100.00
12	2511.604	ARTICULAR CONCRETE RIP-RAP	S Y	28	$ 100.00	$ 2,800.00
13	2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F	125	$ 40.00	$ 5,000.00
14	2563.601	TRAFFIC CONTROL	LS	0.25	$ 3,000.00	$ 750.00
15	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	$ 200.00	$ 400.00
16	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	30	$ 3.00	$ 90.00
17	2574.507	COMMON TOPSOIL BORROW	C Y	2	$ 45.00	$ 90.00
18	2575.501	TURF ESTABLISHMENT	LS	0.25	$ 15,000.00	$ 3,750.00
19				0		$ -
					CONSTRUCTION TOTAL	**$ 175,447.50**
					CONTINGENCY TOTAL (10%)	**$ 17,544.75**
					SUBTOTAL	**$ 192,992.25**
					INDIRECT COST TOTAL (13%)	**$ 25,088.99**
					TOTAL	**$ 218,081.24**
G. ALTERNATE #1 - RESURFACING DAL-MAR DRIVE & CIRCLE						
1	2021.501	MOBILIZATION	LS	0.06	$ 45,000.00	$ 2,700.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	665	$ 2.00	$ 1,330.00
3	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	6720	$ 3.50	$ 23,520.00
4	2106.507	EXCAVATION - COMMON	C Y	5	$ 20.00	$ 100.00
5	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	10	$ 65.00	$ 650.00
6	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	820	$ 80.00	$ 65,600.00
7	2511.507	RANDOM RIPRAP CLASS III	C Y	5	$ 150.00	$ 750.00
8	2563.601	TRAFFIC CONTROL	LS	0.06	$ 3,000.00	$ 180.00
9	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	125	$ 3.00	$ 375.00

OPINION OF PROBABLE COST

WSB Project: Brainerd 2026 Resurfacing Project
Project Location: City of Brainerd
City Project No.: N/A
WSB Project No: 032368-000

Design By: EMD
Checked By: EMY
Date: 2/10/2026

ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
10	2574.507	COMMON TOPSOIL BORROW	C Y	4	$ 45.00	$ 180.00
11	2575.501	TURF ESTABLISHMENT	LS	0.06	$ 15,000.00	$ 900.00
12				0	$ -	$ -
13				0	$ -	$ -
					CONSTRUCTION TOTAL	**$ 96,285.00**
					CONTINGENCY TOTAL (10%)	**$ 9,628.50**
					SUBTOTAL	**$ 105,913.50**
					INDIRECT COST TOTAL (13%)	**$ 13,768.76**
					TOTAL	**$ 119,682.26**
G. ALTERNATE #2 - OPTIONAL PARKING IMPROVEMENTS						
1	2101.502	CLEARING	EACH	1	$ 750.00	$ 750.00
2	2101.502	GRUBBING	EACH	1	$ 500.00	$ 500.00
3	2104.502	SALVAGE SIGN	EACH	1	$ 300.00	$ 300.00
4	2104.503	REMOVE CURB & GUTTER	L F	215	$ 7.50	$ 1,612.50
5	2106.507	EXCAVATION - COMMON	C Y	76	$ 20.00	$ 1,520.00
6	2106.507	COMMON EMBANKMENT (CV)	C Y	51	$ 20.00	$ 1,020.00
7	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	56	$ 40.00	$ 2,240.00
8	2331.603	JOINT ADHESIVE	L F	445	$ 1.00	$ 445.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	50	$ 80.00	$ 4,000.00
10	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	230	$ 40.00	$ 9,200.00
11	2531.603	7" CONCRETE VALLEY GUTTER	L F	215	$ 50.00	$ 10,750.00
12	2564.602	INSTALL SIGN	EACH	1	$ 300.00	$ 300.00
13	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	75	$ 3.00	$ 225.00
14	2574.507	COMMON TOPSOIL BORROW	C Y	12	$ 45.00	$ 540.00
15	2575.501	TURF ESTABLISHMENT	LS	1	$ 500.00	$ 500.00
16	2582.503	4" SOLID LINE PAINT	L F	480	$ 3.00	$ 1,440.00
17				0	$ -	$ -
					CONSTRUCTION TOTAL	**$ 35,342.50**
					CONTINGENCY TOTAL (10%)	**$ 3,534.25**
					SUBTOTAL	**$ 38,876.75**
					INDIRECT COST TOTAL (13%)	**$ 5,053.98**
					TOTAL	**$ 43,930.73**

GRAND TOTAL (WITHOUT ALTERNATE #1 & ALTERNATE #2)	**$ 850,525.86**
GRAND TOTAL (WITH ALTERNATE #1 & WITHOUT ALTERNATE #2)	**$ 891,874.25**
GRAND TOTAL (WITHOUT ALTERNATE #1 & WITH ALTERNATE #2)	**$ 894,456.59**
GRAND TOTAL (WITH ALTERNATE #1 & ALTERNATE #2)	**$ 935,804.98**

DISCLAIMER:
In review of this Opinion of Probable Cost, the Client understands that the Consultant has no control over the availability of labor, equipment or materials, market conditions, or the Contractor's method of pricing. This Opinion of Probable Cost is made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.

Appendix C

City of Brainerd's Assessment Policy

City of Brainerd, Minnesota
Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority "to levy and collect assessments for local improvements upon property benefitted hereby". The legislature designates that authority to cities in Minnesota Statues Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup it's cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

Pursuant to Petition – Properties Abutting the City but outside City Corporate Boundaries

The City does not construct municipal utilities outside of it's corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation in completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

Pursuant to Council Action – Properties not Abutting the City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation in completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

In prior years, the City Council authorized the construction of utility improvements outside its corporate boundaries and not abutting the city. To pay for such costs, the council established a Water Connection Charge (WCC) and Sewer Connection Charge (SCC). This charge, as initially set by council resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system. This charge is enacted if the property owner elects to divide the property in which assessments were imposed and deferred. If a lot is split and the owner elects to connect to sewer and water, the WCC and SCC are charged to the property owner, with the balance of the deferred assessment remaining on the other parcel created from the split.

The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

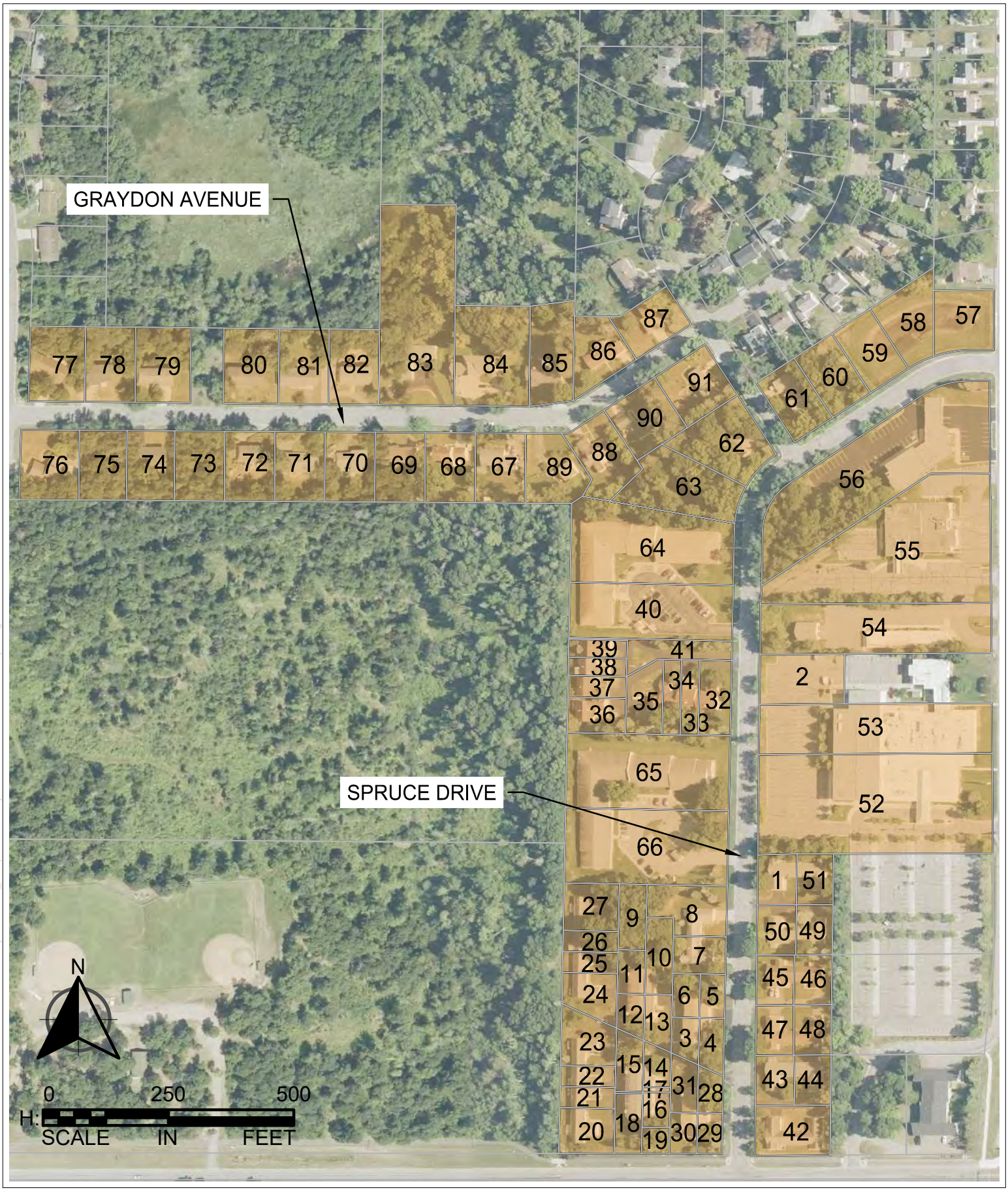
Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.

Appendix D

Assessment Maps

Preliminary Assessment Rolls



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WSB PROJECT NO.: 032368-000

2026 RESURFACING PROJECT
SPRUCE DRIVE & GRAYDON AVE ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Spruce Drive & Graydon Avenue
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Spruce Drive Cost: $25.92/LF
1	KLANG REVOCABLE TRUST 12/10/13	JAMES & ALICE KLANG TRUSTEES	2109 SPRUCE DR	BRAINERD, MN 56401	41360502	09185003010D009	THAT PART OF LOT 10 BLOCK 3 DESCRIBED AS FOLLOWS; BEG. AT THE NW CORNER OF SAID LOT 10, THEN S. 89 DEG 52 MIN 21 SEC E. 76.54 FT	SOUTH EDGEWOOD ADDITION	2109 SPRUCE DR	50.025		50.025	$1,296.88
2	BRAINERD MEDICAL CENTER INC	2024 SOUTH 6TH ST		BRAINERD MN 56401	41360503	09185003008D009	PT OF THE N 1/2 OF LOT 8 BLOCK 3 LYING W'LY OF THE FOLLOWING DESC LINE; COMM AT THE I/M AT THE NW CORNER OF SAID LOT 8, THEN S 89 DEG	SOUTH EDGEWOOD ADDITION		100.01		100.01	$2,592.71
3	SANDERS, GLADYS E	2206 SPRUCE DR		BRAINERD MN 56401	41360517	096020010260009	LOT 26 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2206 SPRUCE DR	15.58		15.58	$403.90
4	ADAMSON, DOROTHY E	2204 SPRUCE DR	BRAINERD MN 56401		41360518	096020010250009	LOT 25 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2204 SPRUCE DR	15.58		15.58	$403.90
5	PLANTZ, JASON P & PLANTZ, BRIAN C	2202 SPRUCE DR		BRAINERD MN 56401	41360519	096020010240009	LOT 24 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2202 SPRUCE DR	15.58		15.58	$403.90
6	LARSON, SCOTT L & CARMEN ANN	9339 FOREST HEIGHTS DR		BRAINERD MN 56401	41360520	096020010230009	LOT 23 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2208 SPRUCE DR	15.58		15.58	$403.90
7	SIMPSON, MICHAEL & SARAH	1151 COUNTY ROAD 436		DUBLIN TX 76446	41360521	09602001021Z009	LOTS 21 AND 22 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2116 SPRUCE DR	75		75	$1,944.34
8	HINES, RALPH & MARCIA	2112 SPRUCE DR		BRAINERD MN 56401	41360522	09602001018Z009	N. 1/2 OF E. 1/2 OF LOT 18 BLOCK 1, & ALL OF LOTS 19 & 20 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2112 SPRUCE DR	101.35		101.35	$2,627.45
9	TEASER, KIERAN	2216 SPRUCE DR	BRAINERD MN 56401		41360523	09602001018C009	W. 1/2 OF LOT 18 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES		15.58		15.58	$403.90
10	GARRY, STACY A	2210 SPRUCE DR		BRAINERD MN 56401	41360525	096020010170009	LOT 17 & S1/2 OF E1/2 OF LOT 18 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2210 SPRUCE DR	15.58		15.58	$403.90
11	TEASER, KIERAN	2216 SPRUCE DR	BRAINERD MN 56401		41360526	096020010160009	LOT 16 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2216 SPRUCE DR	15.58		15.58	$403.90
12	KRALL, MARCIE	2214 SPRUCE DR		BRAINERD MN 56401	41360527	096020010150009	LOT 15 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2214 SPRUCE DR	15.58		15.58	$403.90
13	JENSEN, ROY W & BEVERLY K	2212 SPRUCE DRIVE	BRAINERD MN 56401		41360528	096020010140009	LOT 14 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2212 SPRUCE DR	15.58		15.58	$403.90
14	BROWN, CYNTHIA	2238 SPRUCE DR		BRAINERD MN 56401	41360529	096020010130009	LOT 13 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2238 SPRUCE DR	9.29		9.29	$240.84
15	ASHER, CARRIE J	2236 SPRUCE DR		BRAINERD MN 56401	41360530	09602001011Z009	LOT 12 BLOCK 1 & N 10 FT OF LOT 11 BLK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2236 SPRUCE DR	9.29		9.29	$240.84
16	WIMER, MATTHEW D	2240 SPRUCE DR		BRAINERD MN 56401	41360531	09602001010B009	THAT PART OF LOT 10 BLOCK 1 THAT LIES S. OF THE N. 10 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2240 SPRUCE DR	9.29		9.29	$240.84

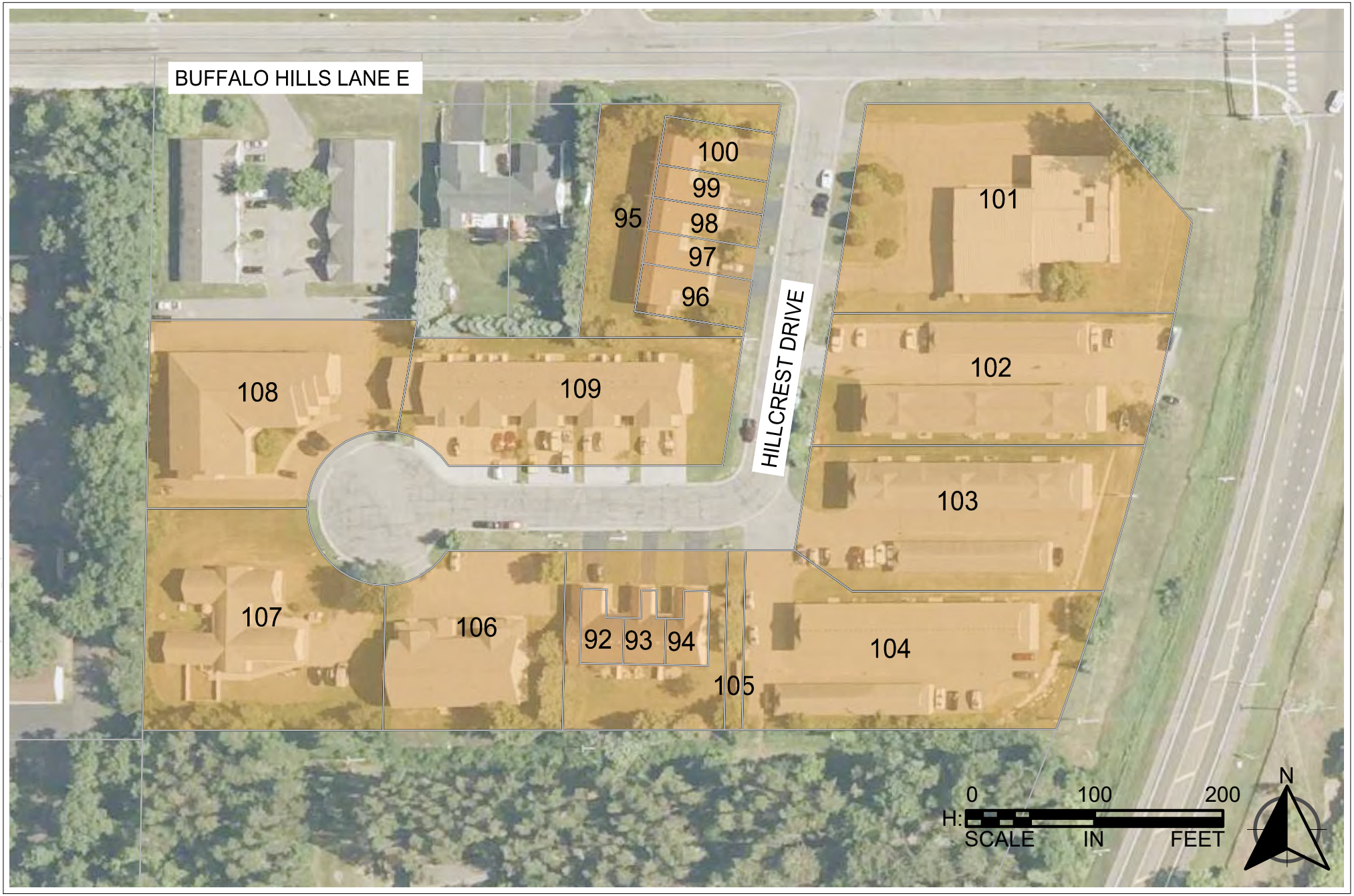
17	BROWN, CYNTHIA	2238 SPRUCE DR		BRAINERD MN 56401	41360532	09602001010A009	THE N. 10 FT OF LOT 10 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES		9.29		9.29	$240.84
18	HORN, STEPHANIE A	2234 SPRUCE DR		BRAINERD MN 56401	41360533	09602001009Y009	THE W 55 FT OF LOT 9 BLK 1 & LOT 11 BLK 1 EXC THE N 14 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2234 SPRUCE DR	9.29		9.29	$240.84
19	WIMER, MATTHEW D	2240 SPRUCE DR		BRAINERD MN 56401	41360534	09602001009A009	LOT 9 BLOCK 1, EXCEPT THE W. 55 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES		9.29		9.29	$240.84
20	BACKSTROM, JEROLD H & MARGEE L	2232 SPRUCE DR		BRAINERD MN 56401	41360535	09602001008B009	LOT 8 BLOCK 1, EXCEPT THE N. 23 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2232 SPRUCE DR	9.29		9.29	$240.84
21	FREEMAN, ARLENE	2230 SPRUCE DR	BRAINERD MN 56401		41360536	09602001007Z009	THE S. 19 FT OF LOT 7 BLOCK 1 & THE N. 23 FT OF LOT 8 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2230 SPRUCE DR	9.29		9.29	$240.84
22	SIMONS, SUSAN	2228 SPRUCE DR		BRAINERD MN 56401	41360537	09602001006Z009	S. 19 FT OF LOT 6 BLOCK 1, & LOT 7 BLOCK 1 EXCEPT THE S. 19 FT THEREOF.	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2228 SPRUCE DR	9.29		9.29	$240.84
23	ALMER, VIRGINIA LEE	2226 SPRUCE DR		BRAINERD MN 56401	41360538	09602001005Z009	LOT 5 BLOCK 1 & THE N. 23 FT OF LOT 6 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2226 SPRUCE DR	9.29		9.29	$240.84
24	ERICKSON, ROGER M & ADELLE R	2224 SPRUCE DR		BRAINERD MN 56401	41360539	096020010040009	LOT 4 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2224 SPRUCE DR	15.58		15.58	$403.90
25	LUNDBERG, BEVERLY S	2222 SPRUCE DR		BRAINERD MN 56401	41360540	096020010030009	LOT 3 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2222 SPRUCE DR	15.58		15.58	$403.90
26	HARTWIG, CHAD & CHRISTA	2220 SPRUCE DR UNIT 1		BRAINERD MN 56401	41360541	096020010020009	LOT 2 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2220 SPRUCE DR	15.58		15.58	$403.90
27	KEWITSCH, SHIRLEY	2218 SPRUCE DR		BRAINERD MN 56401	41360542	096020010010009	LOT 1 BLOCK 1	REARRANGEMENT OF EDGEWOOD TOWNHOUSES	2218 SPRUCE DR	15.58		15.58	$403.90
28	ANTHONY, HEATHER L	2246 SPRUCE DR	BRAINERD, MN 56401		41360543	096000010240889	LOT 24 BLOCK 1	EDGEWOOD TOWNHOUSES	2246 SPRUCE DR	9.29		9.29	$240.84
29	SCRIMSHAW, STACIE ANN	2248 SPRUCE DR		BRAINERD MN 56401	41360544	096000010230889	LOT 23 BLOCK 1	EDGEWOOD TOWNHOUSES	2248 SPRUCE DR	9.29		9.29	$240.84
30	VOELLER, GLADYS B & CAROL J MILLER	2244 SPRUCE DR	BRAINERD MN 56401		41360545	096000010220889	LOT 22 BLOCK 1	EDGEWOOD TOWNHOUSES	2244 SPRUCE DR	9.29		9.29	$240.84
31	BRUTSCHER, DAVID P & SARAJANE	24052 235TH AVE		PIERZ MN 56364	41360546	096000010210889	LOT 21 BLOCK 1	EDGEWOOD TOWNHOUSES	2242 SPRUCE DR	9.29		9.29	$240.84
32	WISE, LEE FRANK & CHERYL JEAN	418 FAIRLIELD LN		BRAINERD MN 56401	41360548	092200010140889	LOT 14 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	418 FAIRFIELD	21		21	$544.42
33	MORRIS REVOCABLE LIVING TRUST	416 FAIRFIELD LANE		BRAINERD MN 56401	41360549	092200010130889	LOT 13 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	416 FAIRFIELD	21		21	$544.42
34	ATWELL, LILY E	414 FAIRFIELD LN	BRAINERD, MN 56401		41360550	092200010120889	LOT 12 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	414 FAIRFIELD	21		21	$544.42
35	LENK, THOMAS	412 FAIRFIELD LN		BRAINERD MN 56401	41360551	092200010110889	LOT 11 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	412 FAIRFIELD	21		21	$544.42
36	BOCK, JAY & JULIE	406 FAIRFIELD LN	BRAINERD, MN 56401		41360552	092200010100889	LOT 10 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	406 FAIRFIELD	21		21	$544.42
37	JOHNSON, LEONA M	404 FAIRFIELD LANE		BRAINERD MN 56401	41360553	092200010090889	LOT 9 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	404 FAIRFIELD LN	21		21	$544.42
38	DIEMER, SANDRA A	402 FAIRFIELD LN		BRAINERD MN 56401	41360554	092200010080889	LOT 8 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	402 FAIRFIELD LN	21		21	$544.42
39	MCKIRDY, BRUCE & LORI	400 FAIRFIELD LANE # 8		BRAINERD MN 56401	41360555	092200010070889	LOT 7 BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES	400 FAIRFIELD LN	21		21	$544.42

40	OAK CREST MANOR II	C/O D W JONES MGMT INC	P O BOX 340	WALKER MN 56484	41360556	09220001001Y889	THE N. 111.0 FT OF BLOCK 1 (COMMON ELEMENT PARCEL 09220001001X009)	FAIRFIELD GREEN VILLAGE HOMES		111.01		111.01	$2,877.88
41	FAIRFIELD GREEN, VILLAGE HOMES HOME	C/O LILY ATWEL	414 FAIRFIELD LN	BRAINERD, MN 56401	41360557	09220001001X009	(ASSESSED ELSEWHERE/COMMON ELEMENTS FOR FAIRFIELD GREEN VILLAGE HOMES 09220001001X009 ALL OF LOTS 1 THRU 6 INCLUSIVE BLOCK 1 LYING	FAIRFIELD GREEN VILLAGE HOMES		21		21	$544.42
42	BYE CABLES INC	PO BOX 565	BRAINERD MN 56401		41360620	09185003012G009	THE W 150 FT OF LOT 12 BLOCK 3, EXCEPT THAT PT DESC AS FOLLOWS; THAT PT OF LOT 12 BEG AT THE NW CORNER OF SAID LOT 12, THEN S 89 DEG	SOUTH EDGEWOOD ADDITION		100		100	$2,592.46
43	ALBERTSON, GREGORY R & GERALYN A	2215 SPRUCE DR		BRAINERD MN 56401	41360622	09185003012C009	THAT PART OF LOT 12 BLOCK 3 DESCRIBED AS FOLLOWS; BEG. AT THE NW CORNER OF SAID LOT 12, THENCE S. 89 DEG 51 MIN 49 SEC E. 75.94	SOUTH EDGEWOOD ADDITION	2215 SPRUCE DR	50.005		50.005	$1,296.36
44	MURDOCK, BENTON D & GAIL M	2217 SPRUCE DR	BRAINERD, MN 56401		41360623	09185003012B009	THAT PART OF LOT 12 BLOCK 3 DESCRIBED AS FOLLOWS; COMMENCING AT THE NW CORNER OF SAID LOT 12, THENCE S. 89 DEG 51 MIN 49 SEC E.	SOUTH EDGEWOOD ADDITION	2217 SPRUCE DR	50.005		50.005	$1,296.36
45	NELSON, NORMAN W & KATHLEEN M	2119 SPRUCE DR		BRAINERD MN 56401	41360624	09185003011G009	W. 150 FT OF N. 100 FT OF LOT 11 BLOCK 3, EXCEPT THE E'LY 1/2 THEREOF DEEDED TO ERVIN & JANET MEYER.	SOUTH EDGEWOOD ADDITION	2119 SPRUCE DR	50		50	$1,296.23
46	CAMPBELL, LARRY J	2121 SPRUCE DR		BRAINERD MN 56401	41360625	09185003011F009	PART OF LOT 11 BLOCK 3 DESCRIBED AS FOLLOWS; COMM. AT THE SW CORNER OF SAID LOT 11, THEN S. 89 DEG 51 MIN 49 SEC E. 150.03 FT ALONG	SOUTH EDGEWOOD ADDITION	2121 SPRUCE DR	50		50	$1,296.23
47	SOREM, ALFRED A & LAURIE M REVOC TRUST	2209 SPRUCE DR		BRAINERD MN 56401	41360626	09185003011C009	THAT PART OF LOT 11 BLOCK 3 DESCRIBED AS FOLLOWS; BEG. AT THE SW CORNER OF SAID LOT 11, THEN S. 89 DEG 51 MIN 49 SEC E. 76.34 FT	SOUTH EDGEWOOD ADDITION	2209 SPRUCE DR	50		50	$1,296.23
48	JOHNSON, DUANE R & TERESA C	2211 SPRUCE DR	BRAINERD, MN 56401		41360627	09185003011B009	THAT PT OF L 11 BLK 3 DAF: COMM AT SW COR OF SD L 11 THEN S 89D 51'49" E 76.34 FT ALG S LINE OF SD L 11 TO POB OF TRACT TO BE DESC	SOUTH EDGEWOOD ADDITION	2211 SPRUCE DR	50		50	$1,296.23
49	BLOOM, PAUL R & DIANE L	2117 SPRUCE DR		BRAINERD MN 56401	41360628	09185003010G009	PT OF LOT 10 BLOCK 3 DESC: COMM AT NW COR OF SD LOT 10 THEN S 1D 13'38"W 100 FT ALG W LINE OF SD LOT 10 THEN S 89D 52'13" E 77.02	SOUTH EDGEWOOD ADDITION	2117 SPRUCE DR	49.975		49.975	$1,295.58
50	ZAK, JOSEPH C & KATHLEEN A REST FAM TRST	12806 THOMPSON RD		BRAINERD MN 56401	41360629	09185003010F009	THAT PART OF LOT 10 BLOCK 3 DESCRIBED AS FOLLOWS; COMM. AT THE NW CORNER OF SAID LOT 10, THEN S. 01 DEG 13 MIN 38 SEC W. 100 FT	SOUTH EDGEWOOD ADDITION	2115 SPRUCE DR	49.975		49.975	$1,295.58
51	GREGERSEN FAMILY TRUST	2111 SPRUCE DR		BRAINERD MN 56401	41360630	09185003010C009	THAT PART OF LOT 10 BLOCK 3 DESCRIBED AS FOLLOWS; COMM. AT THE NW CORNER OF SAID LOT 10, THEN S. 89 DEG 52 MIN 21 SEC E. 76.54 FT	SOUTH EDGEWOOD ADDITION	2111 SPRUCE DR	50.025		50.025	$1,296.88
52	BRAINERD MEDICAL CENTER INC	2024 SOUTH 6TH ST		BRAINERD MN 56401	41360632	091850030090889	LOT 9 BLOCK 3.	SOUTH EDGEWOOD ADDITION	2024 6TH ST S	200.01		200.01	$5,185.17
53	BRAINERD MEDICAL CENTER INC	2024 SOUTH 6TH ST		BRAINERD MN 56401	41360634	09185003008B889	S 100 FT OF LOT 8 BLOCK 3.	SOUTH EDGEWOOD ADDITION		99.98		99.98	$2,591.94
54	2020 PROPERTIES	2020 S 6TH ST	BRAINERD MN 56401		41360635	09185003007B889	S'LY 100 FT OF LOT 7 BLOCK 3 SUBJECT TO RESERV. RESTR., AND EASEMENTS OF RECORD.	SOUTH EDGEWOOD ADDITION	2020 6TH ST S	99.98		99.98	$2,591.94
55	ST JOSEPH'S MEDICAL CENTER	523 N 3RD STR	BRAINERD MN 56401		41360636	09185003007A889	LOT 7 BLOCK 3 EX. THE S'LY 100 FT THEREOF., SUBJ. TO RESERVATIONS, EASEMENT OF RECORD.	SOUTH EDGEWOOD ADDITION	2014 6TH ST S	36.88		36.88	$956.10
56	AMERICAN NATIONAL BANK OF MN	1920 S 6TH ST		BRAINERD MN 56401	41360637	09185003001Z009	LOTS 1 THRU 6 BLOCK 3 INCLUSIVE	SOUTH EDGEWOOD ADDITION	1920 6TH ST S		662.18	331.09	$8,583.36

57	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41360638	09185002005B009	LOT 5 BLOCK 2, EXCEPT THAT PT DESCRIBED AS FOLLOWS; COMM AT THE SE CORNER OF LOT 5 OF BLOCK 2, THENCE N ALG THE E LINE OF LOT 5,	SOUTH EDGEWOOD ADDITION			93.3	46.65	$1,209.38
58	STATE OF MINNESOTA	DISTRICT 3 RIGHT OF WAY	7694 INDUSTRIAL PARK ROAD	BAXTER, MN 56425-8096	41360640	091850020040009	LOT 4 BLOCK 2	SOUTH EDGEWOOD ADDITION		55.94		55.94	$1,450.22
59	STATE OF MINNESOTA DEPART OF TRANS	DISTRICT 3 RIGHT OF WAY	7694 INDUSTRIAL PARK RD	BAXTER MN 56425-8096	41360641	091850020030009	LOT 3 BLOCK 2	SOUTH EDGEWOOD ADDITION		90.02		90.02	$2,333.73
60	EDGEWOOD HOMES INC	P O BOX 492	BRAINERD MN 56401		41360642	091850020020009	LOT 2 BLOCK 2	SOUTH EDGEWOOD ADDITION		89.95		89.95	$2,331.91
61	PALMER, ROBERT D & KAREN M	1919 BIRCHRIDGE DR		BRAINERD MN 56401	41360643	091850020010009	LOT 1 BLOCK 2	SOUTH EDGEWOOD ADDITION	1919 BIRCHRIDGE DI	90.03		90.03	$2,333.99
62	KRAUTKREMER, SCOTT M	208 BIRCHRIDGE DR	BRAINERD MN 56401		41360644	091850010080009	LOT 8 BLOCK 1	SOUTH EDGEWOOD ADDITION	208 BIRCHRIDGE DR	89.46		89.46	$2,319.21
63	HILL OXFORD COMMERCIAL LLC	901 JACKSON BLVD W		CHICAGO IL 60607	41360645	09185001007C009	LOT 7 BLOCK 1 EXC S 17 FT THEREOF & ALSO EXC PT OF LOT 7 BLK 1 DESC: COMM AT MOST W'LY COR OF SD LOT 7 THEN N 56D 55'22"E 25.32 FT ALG	SOUTH EDGEWOOD ADDITION	2008 SPRUCE DR	74.38		74.38	$1,928.27
64	OAK CREST MANOR II	C/O D W JONES MGMT INC	P O BOX 340	WALKER MN 56484	41360646	091850001006Z889	ALL OF LOT 6 BLOCK 1, AND THAT PART OF LOT 7 BLOCK 1 LYING S'LY OF THE FOLLOWING DESCRIBED LINE; COMM. AT THE MOST W'LY CORNER OF SAID	SOUTH EDGEWOOD ADDITION	2014 SPRUCE DR	123.54		123.54	$3,202.72
65	OAK CREST MANOR	C/O DW JONES MANAGEMENT	PO BOX 340	WALKER MN 56484	41360647	091850010030889	LOT 3 BLOCK 1	SOUTH EDGEWOOD ADDITION		150.01		150.01	$3,888.94
66	OAK CREST MANOR	C/O DW JONES MANAGEMENT	PO BOX 340	WALKER MN 56484	41360648	091850010020889	LOT 2 BLOCK 1	SOUTH EDGEWOOD ADDITION	2106 SPRUCE DR	149.99		149.99	$3,888.42
										2859.15	**755.48**	**3236.89**	**$83,914.93**

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
Graydon Ave Cost: $20.93/LF													
67	JOHNSON, STEPHEN & JANICE	1905 GRAYDON AVE	BRAINERD MN 56401		41360722	091760000210009	LOT 21	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1905 GRAYDON AVE	100.03		100.03	$2,093.67
68	BRENDEFUR, RANCE	1909 GRAYDON AVE		BRAINERD MN 56401	41360723	091760000200009	LOT 20	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1909 GRAYDON AVE	100.03		100.03	$2,093.67
69	DENNY, LEWIS E IV & DAWN MARIE	1913 GRAYDON AVE	BRAINERD, MN 56401		41360724	091760000190009	LOT 19	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1913 GRAYDON AVE	99.97		99.97	$2,092.41
70	OWEN, WILLIAM & PATRICIA	1917 GRAYDON AVE	BRAINERD MN 56401		41360725	091760000180009	LOT 18	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1917 GRAYDON AVE	100.03		100.03	$2,093.67
71	ARGIR, CARLY J & DEREK JOHN	1921 GRAYDON AVE		BRAINERD MN 56401	41360726	091760000170009	LOT 17	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1921 GRAYDON AVE	99.97		99.97	$2,092.41
72	BRADLEY, HERMAN A JR & DEANN DAWN	1925 GRAYDON AVE		BRAINERD MN 56401	41360727	091760000160009	LOT 16	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1925 GRAYDON AVE	100.03		100.03	$2,093.67
73	HIGH, BARBARA A	1933 GRAYDON AVE		BRAINERD MN 56401	41360728	091760000150009	LOT 15	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF		99.97		99.97	$2,092.41
74	HIGH, BARBARA A	1933 GRAYDON AVE		BRAINERD MN 56401	41360729	091760000140009	LOT 14	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1933 GRAYDON AVE	95.03		95.03	$1,989.01

75	HIGH, BARBARA A	1933 GRAYDON AVE		BRAINERD MN 56401	41360730	091760000130009	LOT 13	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF		94.96		94.96	$1,987.55
76	FABIAN, MICHAEL & TERI	1941 GRAYDON AVE	BRAINERD MN 56401		41360731	091760000120009	LOT 12	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1941 GRAYDON AVE	116.34		116.34	$2,435.04
77	SCHMITT, PHILIP A	1934 GRAYDON AVE	BRAINERD, MN 56401		41360734	091760000090009	LOT 9	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1934 GRAYDON AVE	112.97		112.97	$2,364.50
78	KADLEC, KARISA	1930 GRAYDON AVE		BRAINERD MN 56401	41360735	091760000080009	LOT 8	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1930 GRAYDON AVE	99.97		99.97	$2,092.41
79	BURNETT, JOAN H	1926 GRAYDON AVE	BRAINERD, MN 56401		41360736	091760000070009	LOT 7	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1926 GRAYDON AVE	110.03		110.03	$2,302.97
80	MARK, DARLENE	1922 GRAYDON AVE		BRAINERD MN 56401	41360737	091760000060009	LOT 6	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1922 GRAYDON AVE	110.03		110.03	$2,302.97
81	AMUNDSON, SAMUEL P	1918 GRAYDON AVE		BRAINERD MN 56401	41360738	091760000050009	LOT 5	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1918 GRAYDON AVE	99.97		99.97	$2,092.41
82	LARSON, CAMERON	1914 GRAYDON AVE		BRAINERD MN 56401	41360739	091760000040009	LOT 4	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1914 GRAYDON AVE	100.03		100.03	$2,093.67
83	JOHNSTON TRUST	1910 GRAYDON AVE		BRAINERD MN 56401	41360740	091760000030009	LOT 3 & ALSO INCL S 200 FT OF W 150 FT OF E 401.40 FT OF THE NWSE LYG N OF SECOND EDGEWOOD ADDITION TO THE CITY OF BRAINERD.	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1910 GRAYDON AVE	149.98		149.98	$3,139.14
84	ERICKSON, TAD & JACLYN	1906 GRAYDON AVE	BRAINERD MN 56401		41360741	091760000020009	LOT 2	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1906 GRAYDON AVE	150.04		150.04	$3,140.39
85	SAWYER, BLOSSOM	1902 GRAYDON AVE		BRAINERD MN 56401	41360742	091760000010009	LOT 1	SECOND EDGEWOOD ROAD ADDN TO THE CITY OF	1902 GRAYDON AVE	88.35		88.35	$1,849.20
86	SULLIVAN, DAVID	1880 GRAYDON AVE		BRAINERD MN 56401	41360942	09124004001Z009	LOT 1 BLOCK 4 EX. THE E'LY 20 FT. THEREOF	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1880 GRAYDON AVE	150.49		150.49	$3,149.81
87	IMGRUND, GAIL	1876 GRAYDON AVE		BRAINERD MN 56401	41360943	09124004001Y009	E'LY 20 FT. OF LOT 1 BLOCK 4 AND ALL OF LOT 2 BLOCK 4	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1876 GRAYDON AVE		130.01	65.005	$1,360.58
88	KNUTSON, BRIAN K & KATALINA M	1887 GRAYDON AVE		BRAINERD MN 56401	41360944	09124003005Y009	THAT PT OF LOT 7 BLOCK 1 SOUTH EDGEWOOD ADD- ITION & THAT PT OF LOT 5 BLOCK 3 EDGEWOOD RD ADDITION TO THE CITY OF BRAINERD, AND THAT PT	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1887 GRAYDON AVE	98.23		98.23	$2,055.99
89	CLEMENTSON, DEWAYNE M	1889 GRAYDON AVE		BRAINERD MN 56401	41360945	09124003005X009	PT OF LOT 5 BLOCK 3 EDGEWOOD ROAD ADDN TO CITY OF BRAINERD & PT OF OUTLOT B 2ND EDGE- WOOD ROAD ADDN TO CITY OF BRAINERD & PT OF	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1889 GRAYDON AVE	71.71		71.71	$1,500.92
90	FEDERICI, LAURA MARIE	1883 GRAYDON AVE		BRAINERD MN 56401	41360946	09124003003Z009	LOTS 3 AND 4 BLOCK 3	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	1883 GRAYDON AVE	119.97		119.97	$2,511.02
91	GONSER, KIT A & DARLA J	204 BIRCHRIDGE DR		BRAINERD MN 56401	41360947	09124003001Z009	LOTS 1 AND 2 BLOCK 3	EDGEWOOD ROAD ADDITION TO THE CITY OF BR	204 BIRCHRIDGE DR		120.03	60.015	$1,256.14
										2468.13	**250.04**	**2593.15**	**$54,275.60**



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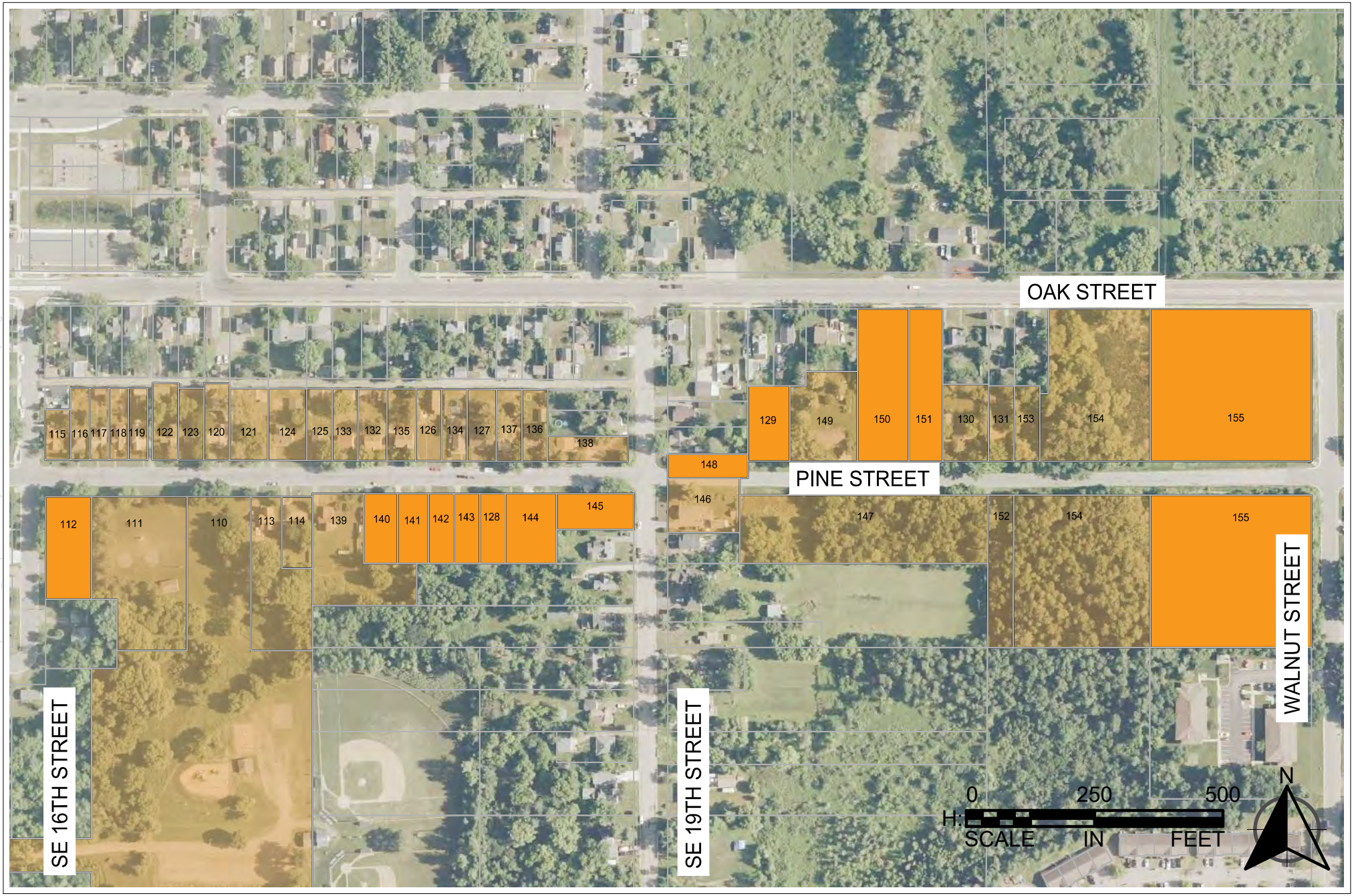
WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
HILLCREST DRIVE ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Hillcrest Drive
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Cost: $23.75/LF
92	WARTHEN, ROBERT L	2405 HILLCREST DR	BRAINERD, MN 56401		41010501	0960300001C0009	UNIT 1C & AN UNDIVIDED 1/3 INTEREST IN THE COMMON ELEMENTS. (COMMON ELEMENT PARCELS 09224001007A009 &	BUFFALO HILLS CONDOMINIUM CIC #1014	2405 HILLCREST DR	42		42	$997.48
93	BROWNE, CAROL M	2403 HILLCREST DR		BAXTER MN 56425	41010502	0960300001B0009	UNIT 1B & AN UNDIVIDED 1/3 INTEREST IN THE COMMON ELEMENTS. (COMMON ELEMENT PARCELS 09224001007A009 &	BUFFALO HILLS CONDOMINIUM CIC #1014	2403 HILLCREST DR	42		42	$997.48
94	NELSON, ETHEL M (LIFE ESTATE)	2401 HILLCREST DR	BRAINERD, MN 56401		41010503	0960300001A0009	UNIT 1A & AN UNDIVIDED 1/3 INTEREST IN THE COMMON ELEMENTS. (COMMON ELEMENT PARCELS 09224001007A009 &	BUFFALO HILLS CONDOMINIUM CIC #1014	2401 HILLCREST DR	42		42	$997.48
95	BUFFALO HILLS TOWNHOMES OWNERS ASSC	1100 COUNTY ROAD 44		BRAINERD MN 56401	41010565	092370010060009	(ASSESSED ELSEWHERE/COMMON ELEMENTS FOR BUFFALO HILLS TOWNHOMES 092370010060009) LOT 6 BLOCK 1	BUFFALO HILLS TOWNHOMES		16.72		16.72	$397.09
96	SCHEER, ALDER	2310 HILLCREST DR		BRAINERD MN 56401	41010566	092370010050009	LOT 5 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2310 HILLCREST DR	38		38	$902.48
97	VAN ESSEN, JOHN	2308 HILLCREST DR	BRAINERD, MN 56401		41010567	092370010040009	LOT 4 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2308 HILLCREST DR	26		26	$617.49
98	KIRSCHNER, BETTY K	2306 HILLCREST DR	BRAINERD, MN 56401		41010568	092370010030009	LOT 3 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2306 HILLCREST DR	26		26	$617.49
99	KRAUTKREMER, GERALDINE A	LEANN G MCDONALD	2220 SPRUCE DR	BRAINERD, MN 56401	41010569	092370010020009	LOT 2 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2304 HILLCREST DR	26		26	$617.49
100	RIDER, KRISTIE	2302 HILLCREST DR		BRAINERD MN 56401	41010570	092370010010009	LOT 1 BLOCK 1 (COMMON ELEMENT PARCEL 092370010060009)	BUFFALO HILLS TOWNHOMES	2302 HILLCREST DR	38.15		38.15	$906.05
101	CAUGHEY, RUSSELL L JR & KATHRYN	3234 COUNTY ROAD 121	FORT RIPLEY MN 56449		41010594	092240010110009	LOT 11 BLOCK 1	BUFFALO HILLS BUSINESS PARK	522 BUFFALO HILLS LN E	146		146	$3,467.44
102	HALF MILE LLC	33444 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010595	092240010100009	LOT 10 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2307 HILLCREST DR	104.62		104.62	$2,484.68
103	DK INVESTMENTS LLC	1107 6TH ST S	BRAINERD, MN 56401		41010596	092240010090009	LOT 9 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2311 HILLCREST DR	82.39		82.39	$1,956.73
104	DK INVESTMENTS LLC	1107 6TH ST S	BRAINERD, MN 56401		41010597	092240010080009	LOT 8 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2315 HILLCREST DR	38.52		38.52	$914.83
105	BUFFALO HILLS, CONDOMINIUM ASSOC	2401 HILLCREST DR	BRAINERD MN 56401		41010598	09224001007A009	(ASSESSED ELSEWHERE/COMMON ELEMENTS FOR CIC #1014 BUFFALO HILLS CONDO 09244001007A009 E 14 FT OF LOT 7 BLOCK 1	BUFFALO HILLS BUSINESS PARK		14		14	$332.49
106	HALF MILE LLC	33444 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010599	092240010060009	LOT 6 BLOCK 1	BUFFALO HILLS BUSINESS PARK	2409 HILLCREST DR	149.84		149.84	$3,558.64
107	HOMESTEAD GROUP LLC	15244 STATE HWY 371		BAXTER MN 56425	41010600	092240010050009	LOTS 5A & 5B BLOCK 1	BUFFALO HILLS BUSINESS PARK	2415 HILLCREST DR	94.92		94.92	$2,254.31
108	HALF MILE LLC	33444 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010601	092240010040009	LOTS 4A & 4B BLOCK 1	BUFFALO HILLS BUSINESS PARK	2500 HILLCREST DR	104.69		104.69	$2,486.34
109	HALF MILE LLC	33445 WINNAMAKEE SHORES RD		PEQUOT LAKES, MN 56472	41010602	092240010030009	LOT 3 BLOCK 1	BUFFALO HILLS BUSINESS PARK		101.29	262.42	232.5	$5,521.78
										1133.14	**262.42**	**1264.35**	**$30,027.78**



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WSB PROJECT NO.:
032368-000

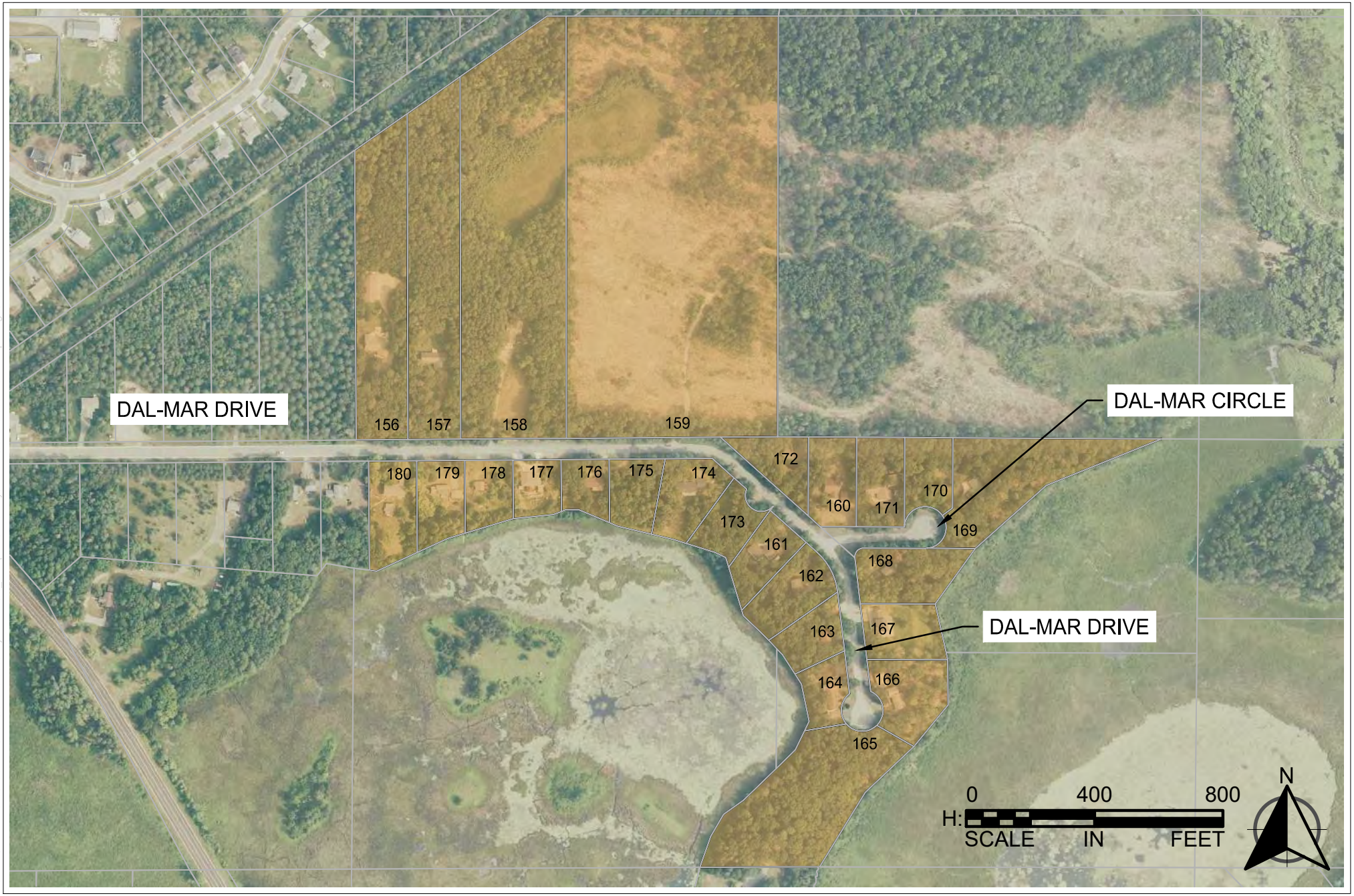
2026 RESURFACING PROJECT
PINE STREET ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Pine Street
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Phsical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Cost: $20.27/LF
110	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41250674	09174014000X009	FT., OF BLK. 14 EX. S. 16 FT. THEREOF AND ALSO BLOCK 14 DESC. AS FOL; COMM. AT THE NE COR. OF BLK.	SECOND ADDITION TO BRAINERD	1600 ROSEWOOD ST	124.25		124.25	$2,518.14
111	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41250675	09174014000U009	POINT 89 1/4 FT E. FROM THE NW CORNER OF BLOCK 14 ON PINE STREET IN THE SECOND ADD. TO THE TOWN OF	SECOND ADDITION TO BRAINERD		186.5		186.5	$3,779.74
112	JAMES-PTACEK, DIANE L	1604 PINE ST	BRAINERD, MN 56401		41250686	09174014000E009	COMM AT THE NW CORNER OF BLOCK 14, WHICH SAID CORNER IS 66 FT E OF THE NE CORNER OF BLK 13 ON PINE ST, IN SAID ADDITION, THENCE RUNNING	SECOND ADDITION TO BRAINERD	1604 PINE ST	61		61	$1,236.27
113	VLECK, DANIEL & AMY	14191 CROOKED LAKE RD	DEERWOOD MN 56444		41250687	09174014000B009	60 FT OF N 150 FT EX S 608 FT OF E 120 FT.	SECOND ADDITION TO BRAINERD	1704 PINE ST	60		60	$1,216.00
114	SELLNER, PATRICIA K	7327 TIMBER CREST DR S		COTTAGE GROVE MN 55016	41250688	09174014000A009	E. 60 FT. OF N. 150 FT. OF BLK. 14 ON PINE ST.	SECOND ADDITION TO BRAINERD	1708 PINE ST	60		60	$1,216.00
115	KUHN, NATASHA A	1601 PINE ST		BRAINERD MN 56401-4649	41250828	09174002007Z009	THE S 98 FT OF LOTS 7 AND 8 BLOCK 2	SECOND ADDITION TO BRAINERD	1601 PINE ST	21		21	$425.60
116	LAYER, DIANE L	1603 PINE ST		BRAINERD MN 56401	41250830	09174002005Z009	W. 1/2 OF LOT 5 BLOCK 2 AND ALL OF LOT 6 BLOCK 2	SECOND ADDITION TO BRAINERD	1603 PINE ST	37.5		37.5	$760.00
117	RUDE, MCKINLEIGH J	2447 55TH AVE		FORT RIPLEY MN 56449	41250831	09174002004Z009	LOT 4 BLOCK 2 AND E. 1/2 OF LOT 5 BLOCK 2	SECOND ADDITION TO BRAINERD	1605 PINE ST	37.5		37.5	$760.00
118	THEIEN, BARBARA	1607 PINE ST	BRAINERD, MN 56401		41250832	09174002002Z009	W. 1/2 OF LOT 2 BLOCK 2 AND ALL LOT 3 BLOCK 2	SECOND ADDITION TO BRAINERD	1607 PINE ST	37.5		37.5	$760.00
119	HANSON, JEROME E & DONNA	1609 PINE ST	BRAINERD MN 56401		41250833	09174002001Z009	LOT 1 BLOCK 2 AND E. 1/2 OF LOT 2 BLOCK 2	SECOND ADDITION TO BRAINERD	1609 PINE ST	37.5		37.5	$760.00
120	ANDERSLAND, SHARON LEE	1627 PINE ST		BRAINERD MN 56401	41250835	09174001000Y009	THE E 50 FT OF THE W 1/2 OF THE S 150 FT OF BLK 1	SECOND ADDITION TO BRAINERD	1627 PINE ST	50		50	$1,013.33
121	LORIMOR INVESTMENTS THREE LLC	16380 BIRCHWOOD LN		BRAINERD, MN 56401	41250836	09174001000X009	E. 20 FOR ALLEY, W. 75 FT. OF E. 1/2 OF S. 160 FT. OF BLOCK 1	SECOND ADDITION TO BRAINERD	1701 PINE ST	75		75	$1,520.00
122	NICKELS, DEBRA A	21370 S LAKE GEORGE DR NW	CEDAR, MN 55011-9136		41250837	09174001000W009	E. 10 FT. FOR ALLEY, W. 50 FT. OF S. 150 FT. OF BLOCK 1	SECOND ADDITION TO BRAINERD	1617 PINE ST	50		50	$1,013.33
123	SHEPERSKY, ZACHARY & DESJANNA FRELIX	1621 PINE ST		BRAINERD MN 56401	41250838	09174001000V009	E. 20 FT. FOR ALLEY, E. 50 OF THE W. 100 FT. OF S. 140 FT. BLOCK 1	SECOND ADDITION TO BRAINERD	1621 PINE ST	50		50	$1,013.33
124	JENKINS, JOEL A	1707 PINE ST	BRAINERD MN 56401		41250843	09174001000N009	E. 75 FT OF S. 140 FT OF BLOCK 1	SECOND ADDITION TO BRAINERD	1707 PINE ST	75		75	$1,520.00
125	BLOCH, MICHAEL	1713 PINE ST	BRAINERD, MN 56401		41300501	09145000028D009	S. 170 FT. OF W. 50 FT. OF TRACT 28 EX. S. 30 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1713 PINE ST	50		50	$1,013.33
126	KORT, CHRISTOPHER D	1805 PINE ST		BRAINERD MN 56401	41300502	09145000027D009	W. 50 FT. OF E. 100 FT. OF S. 180 FT. OF TRACT 27	HOLLANDS THIRD ADDITION TO THE CITY OF	1805 PINE ST	50		50	$1,013.33

127	LYONAIS, ZACKERY J & NICOLE M	1813 PINE ST		BRAINERD MN 56401	41300503	09145000026D009	S 170 FT OF TRACT 26 EXCEPT THE E 100 FT AND ALSO EXCEPT THE S 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1813 PINE ST	56.5		56.5	$1,145.07
128	DOSHAN, LAUREL J (LIFE ESTATE)	1812 PINE ST	BRAINERD, MN 56401		41300505	09145000024D009	E. 50 FT. OF W. 100 FT. OF E. 350 FT.TRACT 24 EX. N. 30 FT. THEREOF	HOLLANDS THIRD ADDITION TO THE CITY OF	1812 PINE ST	50		50	$1,013.33
129	WELCH, LEODA J	1917 PINE ST		BRAINERD MN 56401	41300509	09145000003D009	W 50 FT OF TRACT 3 EXC N 150 FT. & E 31.5 FT OF W 81.5 FT OF TRACT 3 EXC N 150 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1917 PINE ST	81.5		81.5	$1,651.73
130	CHAPA, JORDIN	2011 PINE ST		BRAINERD MN 56401	41300510	09145000001D009	N 150 FT OF S 183 FT OF TRACT 1 EX W 66.5 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	2011 PINE ST	90		90	$1,824.00
131	SAMUELSON, CHRISTINE	2019 PINE ST	BRAINERD MN 56401		41300511	09144000032D009	S. 147 FT. OF N. 297 FT. OF W. 50 FT. OF TRACT 32	HOLLANDS SECOND ADDITION TO THE CITY OF	2019 PINE ST	50		50	$1,013.33
132	ANDERSON, JULIE M	1721 PINE ST		BRAINERD MN 56401	41300803	09145000028F009	E. 56 1/2 FT. OF N. 140 FT. OF S. 170 FT. OF TRACT 28	HOLLANDS THIRD ADDITION TO THE CITY OF	1721 PINE ST	56.5		56.5	$1,145.07
133	SHERMAN, JOSEPH R & BARBARA A	PO BOX 844	WALKER, MN 56484		41300804	09145000028E009	50 FT OF THE W 100 FT OF S 180 FT OF TRACT 28, AND BEG AT A POINT 50 FT E OF THE SW CORNER OF TRACT	HOLLANDS THIRD ADDITION TO THE CITY OF	1717 PINE ST	50		50	$1,013.33
134	FRANCIS, SARAH B	1807 PINE ST	BRAINERD, MN 56401		41300808	09145000027E009	E 50 FT OF N 140 FT OF S 170 FT TRACT 27	HOLLANDS THIRD ADDITION TO THE CITY OF	1807 PINE ST	50		50	$1,013.33
135	STRANGE, CHRISTINE L	1801 PINE ST		BRAINERD MN 56401	41300809	09145000027C009	W. 56 1/2 FT. OF THE S. 170 FT. OF TRACT 27 EX. S. 30 FT. THEREOF	HOLLANDS THIRD ADDITION TO THE CITY OF	1801 PINE ST	56.5		56.5	$1,145.07
136	BEMENT, ARLISS J	11279 ASH AVE NE	BRAINERD, MN 56401		41300812	09145000026F009	N. 150 FT. OF S. 180 FT. OF E. 50 FT. TRACT 26 EX. N. 10 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1817 PINE ST	50		50	$1,013.33
137	BEMENT, ARLISS J	11279 ASH AVE NE	BRAINERD, MN 56401		41300813	09145000026E009	N. 140 FT. OF S. 170 FT. OF W. 50 FT. OF E. 100 FT. OF TRACT 26	HOLLANDS THIRD ADDITION TO THE CITY OF	1815 PINE ST	50		50	$1,013.33
138	MAKI, CHRISTOPHER & ADINA	1819 PINE ST		BRAINERD MN 56401	41300817	09145000025F009	N 50 FT OF S 80 FT OF TRACT 25	HOLLANDS THIRD ADDITION TO THE CITY OF	1819 PINE ST		156.5	78.25	$1,585.87
139	BOYD, ROBERT NEAL JR	1710 PINE ST		BRAINERD MN 56401	41300823	09145000024I009	W 100 FT OF TRACT 24 EXC N 30 FT THEREOF & ALSO W 203 FT OF N1/2 OF TRACT 23	HOLLANDS THIRD ADDITION TO THE CITY OF	1710 PINE ST	100		100	$2,026.67
140	GAUERKE, JOHN M	1718 PINE ST SE	BRAINERD, MN 56401		41300824	09145000024H009	E 66 FT OF W 166 FT OF TRACT 24 ,EXCEPT THE N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1718 PINE ST	66		66	$1,337.60
141	BUNTING, CODY LOGAN	1802 PINE ST		BRAINERD MN 56401	41300825	09145000024G009	E. 60 FT. OF E. 126 FT. OF W. 226 FT OF TRACT 24 EX. N. 30 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1802 PINE ST	60		60	$1,216.00
142	NILES, DANIEL JAMES	1806 PINE ST		BRAINERD MN 56401	41300826	09145000024F009	W 50 FT OF E 400 FT OF TRACT 24, EXCEPT THE N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1806 PINE ST	50		50	$1,013.33
143	BARRETT, DAVID R & JULE A	1808 PINE ST	BRAINERD, MN 56401		41300827	09145000024E009	W 50 FT OF W 100 FT OF E 350 FT OF TRACT 24 EXC N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1808 PINE ST	50		50	$1,013.33

144	KUKOWSKI, RYAN	1816 PINE ST	BRAINERD MN 56401		41300828	09145000024C009	W 100 FT OF E 250 FT OF TRACT 24 EXCEPT THE N 30 FT THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF	1816 PINE ST	100		100	$2,026.67
145	WEILAND, JACOB L	704 19TH ST SE	BRAINERD, MN 56401		41300829	09145000024B009	S 70 FT OF N 100 FT OF E 150 FT OF LOT 24.	HOLLANDS THIRD ADDITION TO THE CITY OF	704 19TH ST S		150	75	$1,520.00
146	WIND, DONNA J	701 19TH ST SE	BRAINERD MN 56401		41300858	09145000005C009	SUBJ TO PERM ESMNT FOR STREET & ROAD PURPOSES OVER THE N 33 FT OF TRACT 5 TO THE CITY OF BRAINERD AS	HOLLANDS THIRD ADDITION TO THE CITY OF	701 19TH ST S		140	70	$1,418.67
147	HILL, DONALD	916 THREE LAKES RD		OTTERTAIL MN 56571	41300859	09145000005B009	TRACT 5 EX THE N 33 FT & EX W 140 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF		484.25		484.25	$9,814.14
148	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300861	09145000004E009	S. 50 FT. TRACT 4 EX. N. 3 FT. THEREOF	HOLLANDS THIRD ADDITION TO THE CITY OF	623 19TH ST SE		156.5	78.25	$1,585.87
149	JOHNSON, CURTIS JAMES	1921 PINE ST		BRAINERD, MN 56401	41300869	09145000002W009	W 56 1/2 FT OF THE S 165FT OF TRACT 2 & THE E 43 1/2FT OF THE S 165FT OF TRACT 3 & ALSO INCL THE N 10FT OF THE S 175FT OF THE W	HOLLANDS THIRD ADDITION TO THE CITY OF	1921 PINE ST	131.5		131.5	$2,665.07
150	BORG, BRAYDON W	1924 OAK ST		BRAINERD MN 56401	41300871	09145000002A009	E. 100 FT. OF TRACT 2 EX. THE S. 33 FT.	HOLLANDS THIRD ADDITION TO THE CITY OF	1924 OAK ST	100		100	$2,026.67
151	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300873	09145000001B009	W. 66.5FT. OF TRACT 1 EX. THE S. 33FT. THEREOF.	HOLLANDS THIRD ADDITION TO THE CITY OF		66.5		66.5	$1,347.73
152	WOLF, MICHAEL RAYMOND	2020 PINE ST		BRAINERD MN 56401-5040	41300875	09144000032G009	W. 50 FT. OF TRACT 32 EXCEPT THE N. 363 FT THEREOF.	HOLLANDS SECOND ADDITION TO THE CITY OF	2020 PINE ST	50		50	$1,013.33
153	PUERINGER, DAVID F PUERINGER INVEST	616 1/2 FRONT ST	BRAINERD, MN 56401		41300877	09144000032E009	S. 147 FT. OF N. 297 FT. OF E. 50 FT. OF W. 100 FT. OF TRACT 32	HOLLANDS SECOND ADDITION TO THE CITY OF	2023 PINE ST	50		50	$1,013.33
154	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300879	09144000032A009	TRACT 32 EX. W. 50', EX. S. 66' OF N. 363', AND EX. S. 147' OF N. 297' OF E. 50' OF W. 100', AND EX. E. 66' OF W. 116' OF N. 150',	HOLLANDS SECOND ADDITION TO THE CITY OF		481.19		481.19	$9,752.13
155	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41300880	091440000310009	TRACT 31	HOLLANDS SECOND ADDITION TO THE CITY OF			531	265.5	$5,380.81
										3493.19	**1134**	**4060.19**	**$82,286.60**



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WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
DAL-MAR DRIVE/CIRCLE ASSESSMENT MAP
CITY OF BRAINERD

Preliminary Assessment Roll - Dal Mar Drive/Circle
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment	Estimated Assessment (Alternate #1)
													Cost: $16.08/LF	Cost: $12.28/LF
156	SWEET, RICHARD G & NANCY J	8742 DAL MAR DR	BRAINERD, MN 56401		41280534	080283400CB0009	W. 1/2 OF W. 1/2 OF W. 1/2 OF SE1/4 OF SW1/4 SEC. 28. SUBJECT TO RAILROAD ROW. SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF		8742 DAL-MAR DR	76.3		76.3	$1,226.58	$937.02
157	ERLANDSON, DAVID L & ANNETTE F	8776 DAL MAR DR	BRAINERD MN 56401		41280535	080283400CA0009	E. 1/2 OF W. 1/2 OF W. 1/2 OF SE1/4 OF SW1/4 SEC. 28. SUBJECT TO RAILROAD ROW. SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF		8776 DAL-MAR DR	162.64		162.64	$2,614.57	$1,997.33
158	JARVELA, JACK & THERESA	8806 DAL MAR DR	BRAINERD MN 56401		41280536	080283400BA0009	E 1/2 OF W 1/2 OF SESW EX DNR/RR ROW NKA PAUL BUNYAN TRAIL.		8806 DAL-MAR DR	326.84		326.84	$5,254.22	$4,013.82
159	TAX FORFEITED	CROW WING COUNTY LAND SERVICES	322 LAUREL ST STE 15	BRAINERD, MN 56401-3590	41280537	080283400A00009	E. 1/2 OF SE1/4 OF SW1/4 SEC. 28.			479.98		479.98	$7,716.06	$5,894.49
160	BARROWS, TERRY & TAMBREY	8996 DAL-MAR DR		BRAINERD MN 56401	41290706	092590010020009	LOT 2 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	8996 DAL-MAR DR	162.71		162.71	$2,615.69	$1,998.19
161	SLUKICH, KAY L & THOMAS J	8963 DAL-MAR DR	BRAINERD MN 56401		41330712	092590010130009	LOT 13 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	8963 DAL-MAR DR	150		150	$2,411.37	$1,842.10
162	DAVIS, TIMOTHY L & MARY E FAMILY TRUST	9017 DAL-MAR DR		BRAINERD MN 56401	41330713	092590010120009	LOT 12 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9017 DAL-MAR DR	188.17		188.17	$3,024.98	$2,310.86
163	PHILLIPS FAMILY TRUST	9051 DAL MAR DR		BRAINERD MN 56401	41330714	092590010110009	LOT 11 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9051 DAL-MAR DR	185		185	$2,974.02	$2,271.93
164	OELSCHLAGER, KRISTINE	9085 DAL MAR DR		BRAINERD MN 56401	41330715	092590010100009	LOT 10 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9085 DAL-MAR DR	240.92		240.92	$3,872.98	$2,958.67
165	JEDLENSKI, GREGORY A & PATRICIA	9089 DAL-MAR DR	BRAINERD MN 56401		41330716	092590010090009	LOT 9 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9089 DAL-MAR DR	106.52		106.52	$1,712.39	$1,308.14
166	CARLSON, ALLEN G	MARGARET LANE DOUGLAS	9084 DAL MAR DR	BRAINERD MN 56401	41330717	092590010080009	LOT 8 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9084 DAL-MAR DR	226.7		226.7	$3,644.38	$2,784.03
167	SCHMIDT, MATTHEW & MELISSA	9046 DAL-MAR DR	BRAINERD MN 56401		41330718	092590010070009	LOT 7 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9046 DAL-MAR DR	175		175	$2,813.27	$2,149.12
168	PETERSON, CURTIS L & VICKIE M	9020 DAL MAR DR	BRAINERD, MN 56401		41330719	092590010060009	LOT 6 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9020 DAL-MAR DR	190.22	192.2	286.32	$4,602.82	$3,516.21
169	MILLER, MICHAEL N & KRISTINE ANN	9068 DAL-MAR CIR		BRAINERD MN 56401	41330720	092590010050009	LOT 5 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9068 DAL-MAR CIR	137.23		137.23	$2,206.08	$1,685.28
170	MILLER, MICHAEL N & KRISTINE ANN	9068 DAL-MAR CIR		BRAINERD MN 56401	41330721	092590010040009	LOT 4 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES		158.21		158.21	$2,543.35	$1,942.93
171	BLUTH, JEFFREY D & TRACY LA	9044 DAL-MAR CIR	BRAINERD MN 56401		41330722	092590010030009	LOT 3 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	9044 DAL-MAR CIR	150		150	$2,411.37	$1,842.10
172	WRIGHT, GREGORY HOWARD	44524 SAMILIN CIR		TEMECULA CA 92592	41330723	092590010010009	LOT 1 BLOCK 1	FIRST ADDITION TO DAL-MAR ESTATES	8960 DAL-MAR DR	367.93		367.93	$5,914.77	$4,518.44

173	READY, PHILIP W & BRENNA M	8917 DAL-MAR DR	BRAINERD, MN 56401		41330724	092580010009B009	LOT 9 BLOCK 1, EXCEPT THAT PART THEREOF LYING N OF THE FOLLOWING DESCRIBED LINE; COMM AT THE SE CORNER OF SAID LOT 9, THEN N 36 DEG 57	DAL-MAR ESTATES		176.64		176.64	$2,839.63	$2,169.26
174	READY, PHILIP W & BRENNA M	8917 DAL-MAR DR	BRAINERD, MN 56401		41330726	092580010080009	LOT 8 BLOCK 1	DAL-MAR ESTATES	8917 DAL-MAR DR	238.07		238.07	$3,827.17	$2,923.67
175	KNOPIK, JOSHUA M & MELISSA A	8865 DAL MAR DR	BRAINERD MN 56401		41330727	092580010070009	LOT 7 BLOCK 1	DAL-MAR ESTATES		175		175	$2,813.27	$2,149.12
176	KNOPIK, JOSHUA M & MELISSA A	8865 DAL-MAR DR	BRAINERD MN 56401		41330728	092580010060009	LOT 6 BLOCK 1	DAL-MAR ESTATES	8865 DAL-MAR DR	150		150	$2,411.37	$1,842.10
177	BILLMAN, TUCKER ROBERT & HARUNA	8821 DAL-MAR DR		BRAINERD MN 56401	41330729	092580010050009	LOT 5 BLOCK 1	DAL-MAR ESTATES	8821 DAL-MAR DR	150		150	$2,411.37	$1,842.10
178	MORTENSEN, MARK	8783 DAL MAR DR	BRAINERD MN 56401		41330730	092580010040009	LOT 4 BLOCK 1	DAL-MAR ESTATES		150		150	$2,411.37	$1,842.10
179	MORTENSEN, MARK L & GAYLE E FAMILY TRUST	8783 DAL MAR DR		BRAINERD MN 56401	41330731	092580010030009	LOT 3 BLOCK 1	DAL-MAR ESTATES	8783 DAL-MAR DR	150		150	$2,411.37	$1,842.10
180	RUDOLPH, NICOLETTE & NEIL	8759 DAL MAR DR		BRAINERD MN 56401	41330732	092580010020009	LOT 2 BLOCK 1	DAL-MAR ESTATES	8759 DAL-MAR DR	102.6		102.6	$1,649.38	$1,260.00
										4776.68	**192.2**	**4872.78**	**$78,333.86**	**$59,841.13**

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wsb

WSB PROJECT NO.:
032368-000

2026 RESURFACING PROJECT
SOUTH 11TH STREET ASSESSMENT MAP
CITY OF BRAINERD

CITY OF BRAINERD

Preliminary Assessment Roll - South 11th Street
2026 Resurfacing Project
City of Brainerd
WSB Project #: 032368-000

Parcel Number	Tax Name	Tax Address			Parcel Number	Legacy Parcel Number	Legal	Plat Description	Physical Address	Front Footage	Sideyard	Assessable Footage (LF)	Estimated Assessment
													Cost: $28.90/LF
181	NUSTAD, JEFFREY & LORI	PO BOX 1053	DETROIT LAKES MN 56502		41010547	092440050010009	LOT 1 BLOCK 5	THIESSE INDUSTRIAL PARK ADDITION	2802 11TH ST SE	189.68		189.68	$5,482.10
182	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41010548	092440040010009	LOT 1 BLOCK 4	THIESSE INDUSTRIAL PARK ADDITION		408.76		408.76	$11,813.91
183	2801 PROPERTY LLC	4420 MARTIN RD		DULUTH MN 55803	41010550	092440030020009	LOT 2 BLOCK 3	THIESSE INDUSTRIAL PARK ADDITION	2801 11TH ST SE		305.62	152.81	$4,416.49
184	LAMS PROPERTIES LLC	2701 11TH ST S		BRAINERD MN 56401	41010551	092440030010009	LOT 1 BLOCK 3	THIESSE INDUSTRIAL PARK ADDITION	2701 11TH ST S	304.08		304.08	$8,788.46
185	JOHNSON, STEPHEN A & EILEEN A	1360 120TH ST SW		EAST GULL LAKE MN 56401	41010552	09244002001B009	THE S. 205 FT OF LOT 1 BLOCK 2	THIESSE INDUSTRIAL PARK ADDITION		205		205	$5,924.87
186	JOHNSON, S & E FAMILY TRUST	1360 120TH ST SW		EAST GULL LAKE MN 56401	41010553	09244002001A009	LOT 1 BLOCK 2, EXCEPT THE S. 205 FT THEREOF.	THIESSE INDUSTRIAL PARK ADDITION		532.63		532.63	$15,393.97
187	AMERIGAS PROPANE LP	P O BOX 858	VALLEY FORGE, PA 19482		41010554	092440010060009	LOT 6 BLOCK 1	THIESSE INDUSTRIAL PARK ADDITION	2624 11TH ST SE	264.09		264.09	$7,632.68
188	SUPERIOR FUEL COMPANY	1330 TOWER AVE		SUPERIOR WI 54880	41010555	092440010050009	LOT 5 BLOCK 1	THIESSE INDUSTRIAL PARK ADDITION	2602 11TH ST SE	201.85		201.85	$5,833.83
189	BTD GROUP LLC	11869 COUNTY RD 45	BRAINERD, MN 56401		41010556	092440010040009	LOT 4 BLOCK 1. SUBJ TO RESERV, RESTR AND ESMNTS OF RECORD, IF ANY.	THIESSE INDUSTRIAL PARK ADDITION	11869 COUNTY ROAD 45	91.23		91.23	$2,636.71
190	STERN COMPANIES INC	1110 WRIGHT ST		BRAINERD MN 56401	41010558	09244001002C009	E 199.5 FT OF S 325.5 FT OF LOT 2 BLK 1 & S 50 FT OF SD LOT 2 & LOT 2 BLOCK 1 EXCEPT THE E. 199.50 FT THEREOF, AND EXCEPT THE S. 50 FT THEREOF. SUBJ TO ESMNT ON DOC #699907.	THIESSE INDUSTRIAL PARK ADDITION	1100 INDUSTRIAL PARK RD SW		455.72	227.86	$6,585.57
191	C & B INVESTMENTS LLC	11198 BRAYTON RD	BRAINERD, MN 56401		41010561	092440010010009	LOT 1 BLOCK 1	THIESSE INDUSTRIAL PARK ADDITION	2502 11ST ST S	536.03		536.03	$15,492.24
192	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41010562	0924400090C0009	OUTLOT C	THIESSE INDUSTRIAL PARK ADDITION		172.47		172.47	$4,984.70
193	CITY OF BRAINERD	CITY ADMINISTRATOR-CITY HALL	501 LAUREL ST	BRAINERD, MN 56401	41010564	0924400090A0009	OUTLOT A	THIESSE INDUSTRIAL PARK ADDITION			972.61	486.305	$14,055.10
										2905.82	**1733.95**	**3772.795**	**$ 109,040.62**

CITY OF BRAINERD

2026 RESURFACING PROJECT

Informational Neighborhood Meeting - March 26th, 2026

Project Overview

Resurfacing:

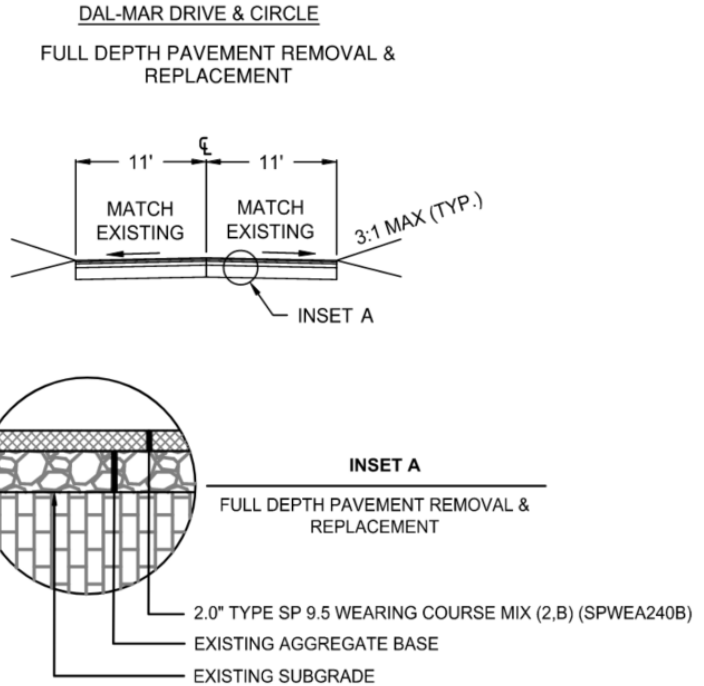
- Dal-Mar Drive
- Dal-Mar Circle
- Pine Street
- Graydon Avenue
- Spruce Drive
- Hillcrest Drive
- South 11th Street

Project Overview

Improvements:

- Bituminous Resurfacing
- Spot Curb & Gutter Repairs
- Subgrade Repairs (Partial Reconstruction)
- Storm Sewer Improvements (Spruce Drive)
- 45-degree Parking for Jaycees Park
- Minor Drainage Improvements

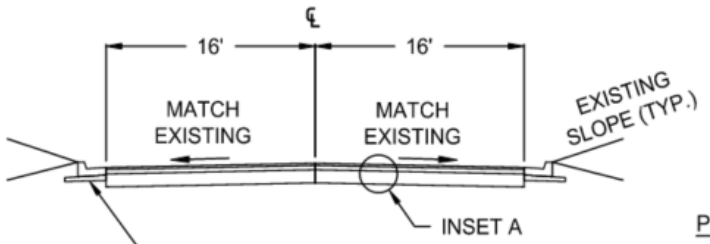
Dal-Mar Drive & Dal-Mar Circle



Pine Street

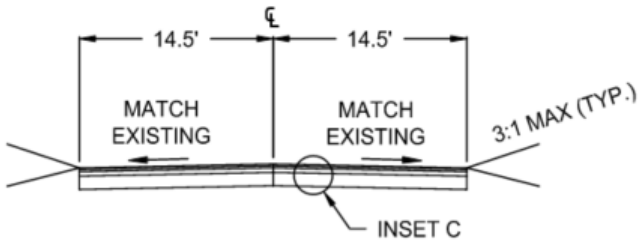
SPRUCE DRIVE & PINE STREET (URBAN SECTION)

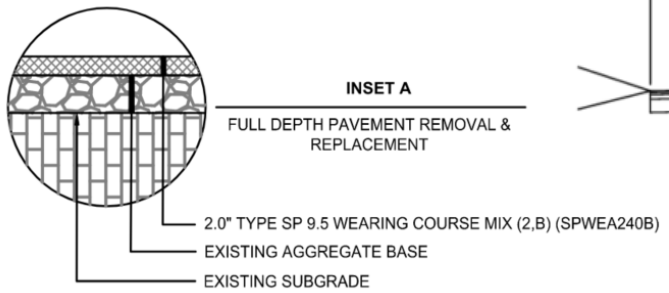
FULL DEPTH PAVEMENT REMOVAL & REPLACEMENT

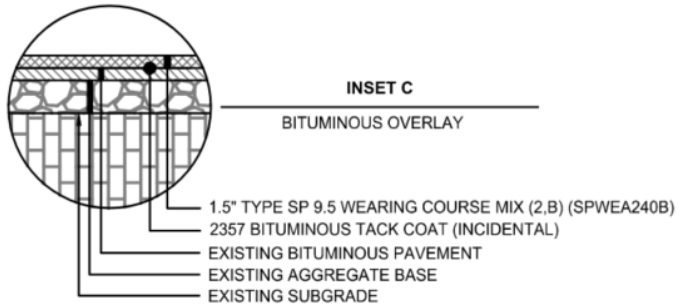


PINE STREET (RURAL SECTION)

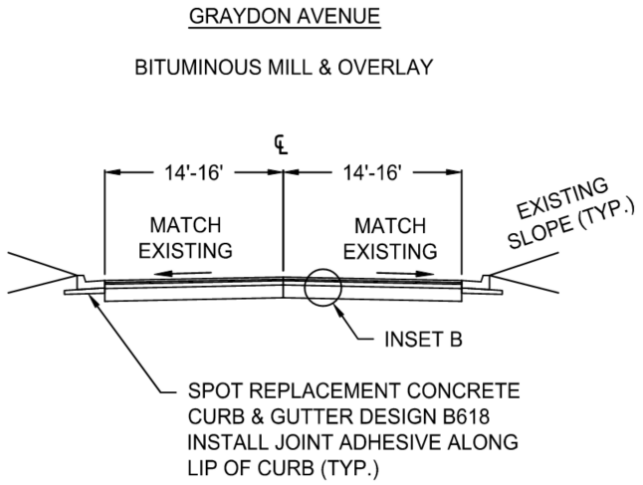
BITUMINOUS OVERLAY W/ PARTIAL RECONSTRUCT

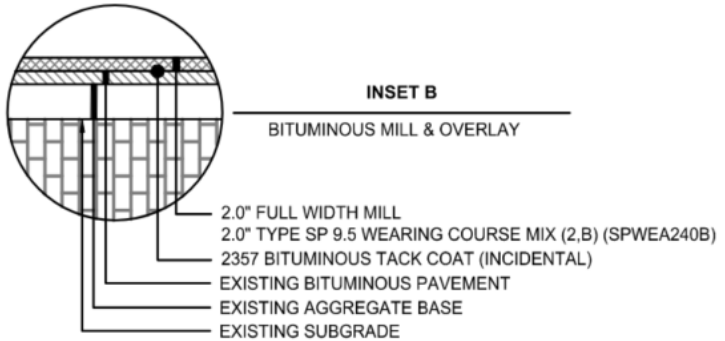






Graydon Avenue

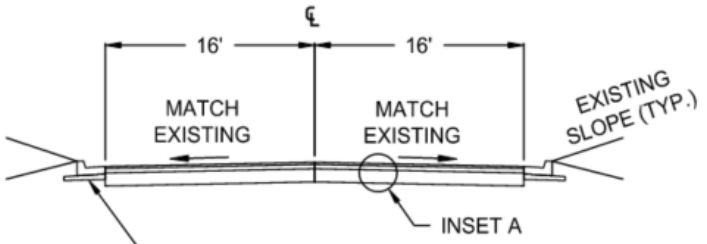


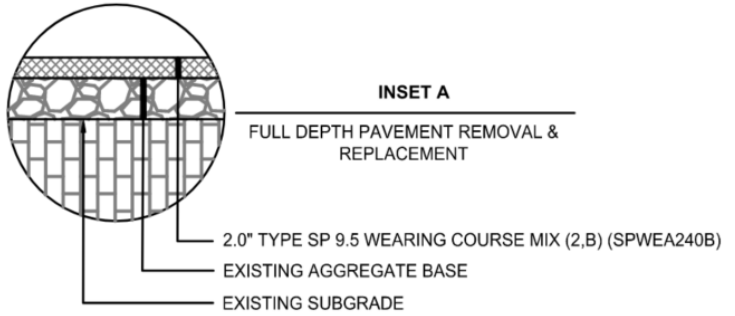


Spruce Drive

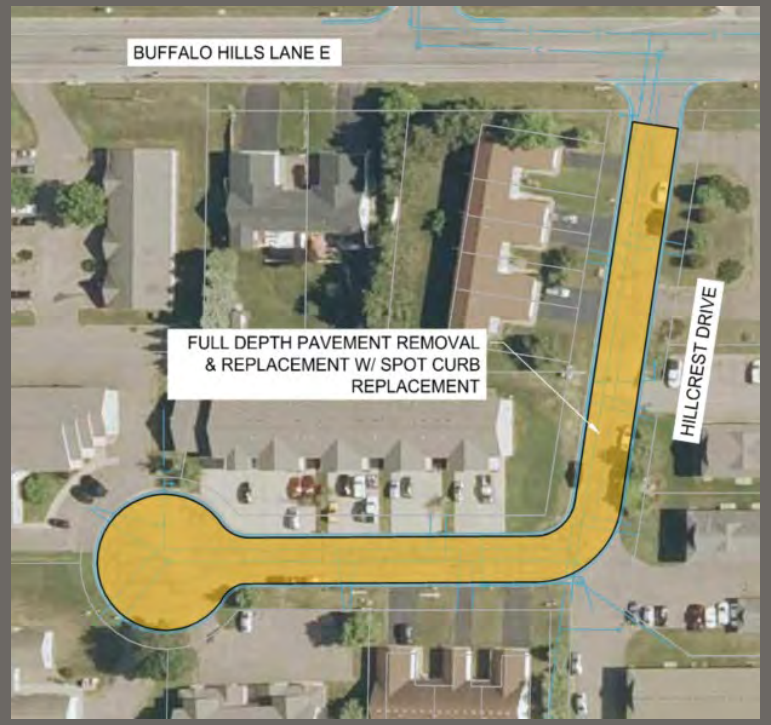
SPRUCE DRIVE & PINE STREET (URBAN SECTION)

FULL DEPTH PAVEMENT REMOVAL & REPLACEMENT



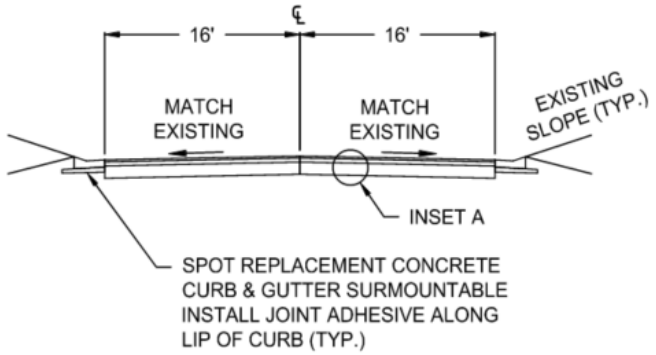


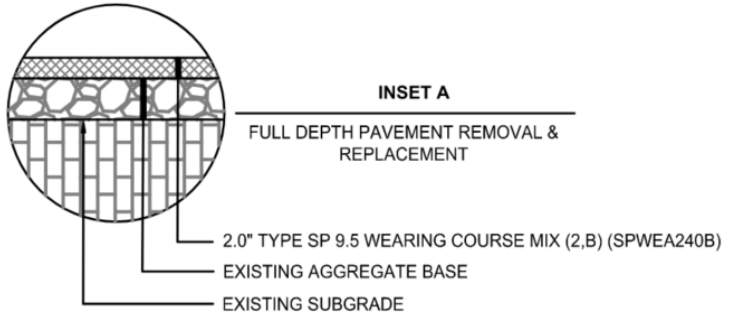
Hillcrest Drive



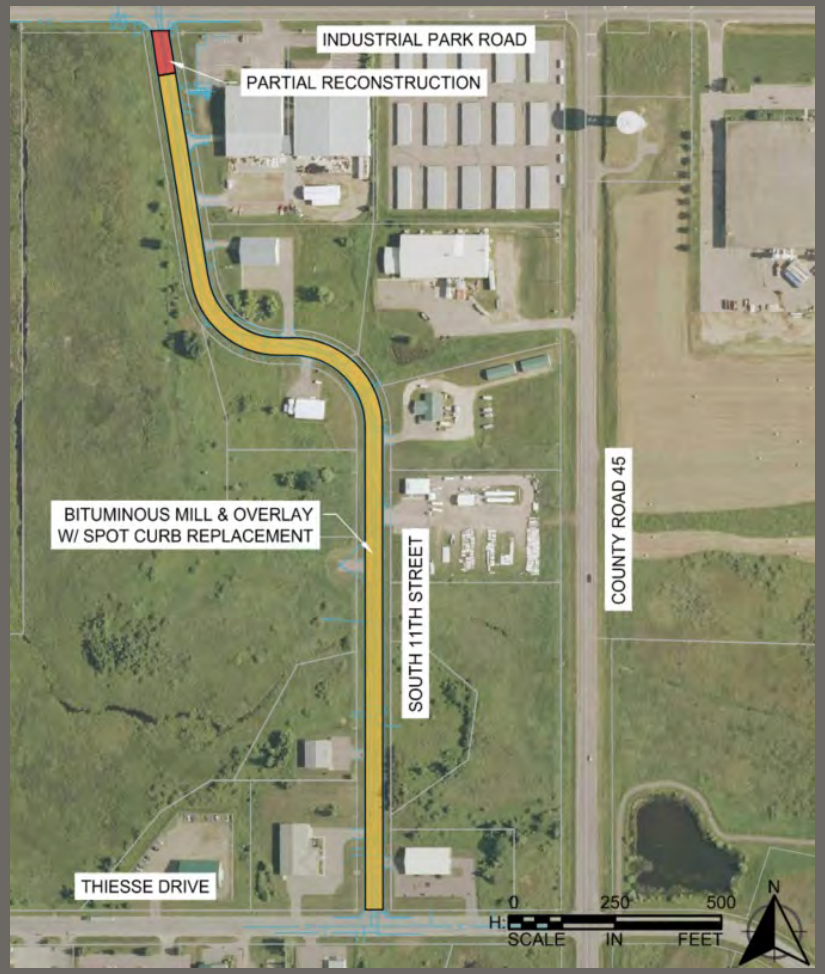
HILLCREST DRIVE

FULL DEPTH PAVEMENT REMOVAL & REPLACEMENT



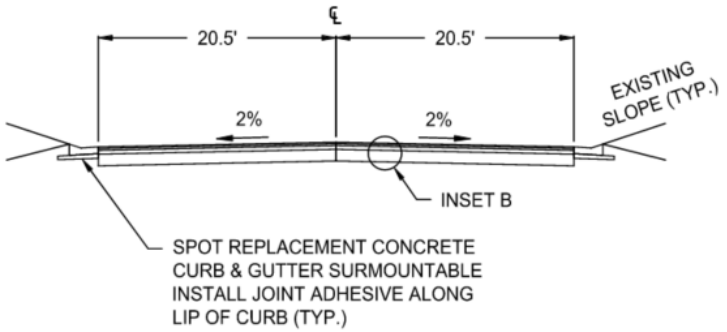


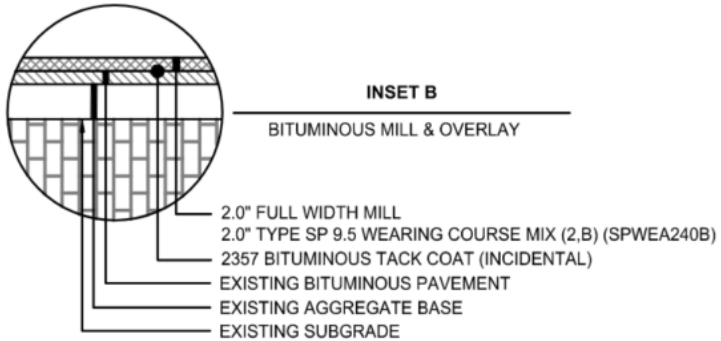
South 11th Street



SOUTH 11TH STREET

BITUMINOUS MILL & OVERLAY W/ PARTIAL RECONSTRUCTION





Project Costs

2026 Resurfacing Project Opinion of Probable Cost	
Street Segment	**Estimated Cost**
Spruce Drive	$220,930.82
Graydon Avenue	$108,551.19
Hillcrest Drive	$60,055.55
Pine Street	$164,573.20
Dal-Mar Drive & Circle	$78,333.86
South 11th Street	$218,081.24
Total Base Estimated Cost	**$850,525.86**
★ Alternate #1: Alternate Pavement Improvement Option	$119,682.26
★ Alternate #2: Optional Parking Improvements	$43,930.73
★ **Total Optional Estimated Cost**	**$935,804.99**

★ City Council has directed City Staff and WSB to proceed with both proposed alternates. Total Project Cost is estimated at $935,804.99

Alternate #1

Full Pavement Replacement of Dal-Mar Drive and Dal-Mar Circle.

Reduced associated assessment rates by $3.80 per linear foot.

Alternate #2

Addition of 45-degree parking at the Jaycees Park.

Cost to do this work will not be assessed.

City of Brainerd Street and Sewer Assessment Policy

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

- Public Improvement Hearing will be held at 7:30 PM, Monday, April 6th, 2026

Construction & Impacts

- Construction work would begin in June 2026, and be complete by September 2026
    - Anticipated working hours are 7:00 AM to 7:00 PM
- Construction will have minimal impacts to property owners:
    - Street Surface will be drivable at almost all times
    - Curb and Gutter work, including Valley Gutters, will be installed ½ at a time where possible to maintain accesses.
    - No interruptions to mail delivery and garbage pickup are anticipated at this time

Thank you!

Contact Information:

Ethan Youso, PE
Project Manager – WSB
Phone: 218.855.9659
Email: ethan.youso@wsbeng.com

Erik DeSmith
Graduate Engineer – WSB
Phone: 218.855.9256
Email: edesmith@wsbeng.com

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Conditional Use Permit Amendment - Dermatology Clinic 1410 & 1424 Thiesse Drive

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE

River Birch Investments LLC, 12545 County Road 139, Brainerd, has requested an amendment to the original CUP for additional off-street parking spaces, as there was a miscommunication that the approved CUP allowed the applicant to exceed the maximum number of off-street parking spaces without restrictions. At the time of the original CUP application, the applicant had not finalized their site/civil plans for the dermatology building at 1410 & 1424 Thiesse Drive, Brainerd. Upon further review, the applicant would like to increase the amount of off-street parking to 90 total spaces to allow for staff and patient parking. The applicant stated that they would like to be able to expand the business in the future, as they also own an additional parcel to the east.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Planning Commission considered this request and held a public hearing at their meeting on March 18th, and recommended approval as presented with a 4-1 vote.

Commissioner Comments:

Commissioner Grecula voted against the motion as he felt the number of off-street parking spaces requested was excessive for the size of the facility. He provided a calculation of similar facilities that provided fewer off-street parking spaces that operated well.

Commissioner Gorham agreed that the Commission has dealt with oversized parking lots in the past, such as the Thrifty White parking lot project.

Commissioner Erickson stated those are legitimate concerns in neighborhoods or town centers. However, this project is located in the industrial park, thus making it an easier decision to approve.

RECOMMENDED ACTION/MOTION

Motion to approve the Conditional Use Permit amendment that allows for 90 off-street parking spaces at 1410 & 1424 Thiesse Drive, Brainerd.

FINANCIAL IMPACT
N/A

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 18th, 2026

RE: Consider Conditional Use Permit Amendment to Allow Additional Off-Street Parking Spaces at 1410 and 1424 Thiesse Drive

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REQUEST. Conditional Use Permit Amendment to allow for additional off-street parking spaces above the 65 spaces approved at the March 2nd City Council meeting at 1410 and 1424 Thiesse Drive to allow for the construction of a dermatology clinic. The applicant is requesting a total of 90 off-street parking spaces.

PUBLIC HEARING. Conditional Use Permit Amendment

APPLICANT: River Birch Investments LLC.

River Birch Investments LLC, 12545 County Road 139, Brainerd, has requested an amendment to the original CUP for additional off- parking spaces, as there was a miscommunication that the approved CUP allowed the applicant to exceed the maximum number of off-street parking spaces without restrictions. At the time of the original CUP application, the applicant had not finalized their site/ civil plans. Upon further review, the applicant would like to increase the amount of off-street parking spaces to 90 total spaces allow for staff and patient parking.

CONTEXT

Parcel Number: 41060502 and 41060503

Zoning District: General Industrial (GI) District

Property Area: Approx. 3.75 acres

Adjacent Uses: North: Vacant Industrial
East: Vacant Industrial
South: County Residential Farmland
West: Residential

Adjacent Zoning: North: General Industrial (GI) District
East: General Industrial (GI) District
South: County
West: General Industrial (GI) District

AERIAL MAP

FINDINGS OF FACT – CONDITIONAL USE PERMIT

1. The properties at 1410 and 1424 Thiesse Drive are located in the Industrial Park in the GI (General Industrial) Zoning District.
2. Zoning Ordinance Section 515-4-12 Off Street Parking states one (1) parking space is allowed for every 150 square feet of building footprint area. The applicant is requesting additional parking spaces for the two-story dermatology clinic. Any proposed off-street parking facility exceeding the maximum parking space calculation may only be allowed to exceed the maximum number of spaces if the building has more than one level with a Conditional Use Permit.
    a. *The applicant is requesting a total of 90 off-street parking spaces.*
    b. *The applicant has been approved for 65 off-street parking spaces. They would like to amend the CUP to add additional parking upon finalizing the site plan.*
        i. *A new site plan has been provided along with a letter from the applicant requesting additional spaces.*

c. *The proposed building footprint for the facility (main entrance) is 7,806 SF which allows for 52 spaces without an approved Conditional Use Permit.*
    i. *The total surface area for the building is 12,750 SF.*
        1. *Off-street parking spaces are calculated by building footprint and not total surface area. However, if the total surface area was used for calculations it would equate to 85 spaces.*
            a. *The applicant's request for 90 off-street parking spaces is reasonable for the size of the building.*
    ii. *ADA spaces do not count towards the allowable number of off-street parking spaces.*

3. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
    a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
        i. *In accordance with the City of Brainerd Zoning Code Table of Uses, office/ businesses uses are permitted in the GI District.*
    b. The proposed use meets the regulations and standards established in this Ordinance.
        i. *An approved CUP allows for properties to exceed the parking lot maximum if the buildings in more than one story in height.*
            1. *Off street parking facilities will be utilized for multiple staff and patients of the dermatology clinic along with potential tenants in the basement.*
            2. *The applicant is also planning for a potential future building on an adjacent lot to the East.*
        ii. *The preliminary design meets all regulations and standards of the zoning code with exception of the lower parking lot design.*
            1. *According to Section 515-4-10.G.8 - When internal parking rows contain twenty (20) or more parking stalls, landscape islands shall be provided so that there is not a continuous row of over ten (10) parking spaces.*
                a. *The parking lot revised design meets the landscape island requirement.*
    c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
        i. *The proposed development will not be dangerous, injurious, or noxious to any other property or persons.*
    d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
        i. *The proposed plan meets all landscape requirements of the Zoning Code.*

ii. *The proposed building meets the design requirements of the Zoning Code and has stone accents that will enhance the aesthetics of the area.*

e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
   i. *The proposed building will enhance the visual impression of the neighborhood.*
   ii. *FedEx, a nearby business, has a large parking lot and loading facility similar to other industrial uses.*
f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
   i. *The proposed off-street parking facility will be adequate for patients and staff of the dermatology clinic.*
   ii. *The proposed facility is not in a walkable/ bikeable area of the City and on-street parking is not typically utilized in industrial zoning districts.*
      1. *Off-street parking for patients and staff is essential for medical facility operations.*
   iii. *The property is not near residential uses.*
g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
   i. *Economic Development Goal 1 of the Comprehensive Plan: Support infill and redevelopment throughout Brainerd as a strategic component of growth:*
      1. *Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exist.*
         a. *Development of vacant properties in the Industrial Park is an important economic priority of the City.*
         b. *The property is located in an area where current infrastructure exists.*

4. **Section 515-2.B.7 Conditions**. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:
   a. Increasing the required lot size or yard setback dimension.
   b. Limiting the height, size, or location of buildings.
   c. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
   d. Regulating the street width.
   e. Increasing the number of required off-street parking spaces.
   f. Limiting the number, size, location, or lighting of signs.

g. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
h. Requiring dedication of some open or green space.
i. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, no parties have contacted the Community Development Department for more information on the Conditional Use Permit application for the proposed parking lot expansion for the dermatology clinic at 1410 and 1424 Thiesse Drive, Brainerd.

STAFF RECOMMENDATION

Staff recommend approval of the Conditional Use Permit Amendment that allows for 90 off-street parking spaces.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218-828-2307
www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: 1424 THIESSE DR, BRAINERD, MN 56401

LEGAL DESCRIPTION: Lot(s): 1 & 2 Block: 5 Addition: BRAINERD INDUSTRIAL PARK 1ST ADDITION
(attach description if lengthy) PID 41060503 ; 41060502

Property Owner Name: RIVER BIRCH INVESTMENTS LLC

Street Address: 12545 COUNTY RD 139 **City:** BRAINERD **State:** MN **Zip Code** 56401

Phone Number: 218-831-1898 **Fax:** _____ **E-mail:** ADMIN@CENTRALMNDERM.COM

Applicant Name: (If different than Property Owner) _____

Street Address: _____ **City:** _____ **State:** ____ **Zip Code:** _____

Phone Number: _____ **Fax:** _____ **E-mail:** _____

Description of Request: AMEND APPROVED CUP FOR ADDITIONAL PARKING STALLS

[signature] MD
Property Owner Signature

3/3/2026
Date

KRISTINA M. BRITTON, MD
(Please print name)

_____
Applicant Signature

_____
Date

_____
(Please print name)

(OVER)

CENTRAL MINNESOTA
DERMATOLOGY

March 6, 2026

Dear Planning Committee Members and Councilmembers,

I want to start by thanking you for reviewing and approving our CUP application and apologize for the oversight requiring us to submit an amendment requesting additional parking spaces. We did not realize that Council approval of the CUP is for a specific number of parking spaces and that the plans we submitted to the City with our Public Financing Application for the $1/acre subsidy program would be used to determine the number for approval. The original plans that we submitted included a very preliminary drawing of the parking lot that represents the number of parking spaces we have available at our current location. In finalizing our floor plans, we have also modified our parking lot design to reflect a more accurate estimation for both our immediate and future parking needs. Copies of the updated plans are enclosed.

We are currently approved for 65 parking spaces and request approval for 90 non-ADA stalls. I realize that without context this seems extraordinarily high, but please allow me to provide some explanation of how we arrived at this number.

- ✓ As a rule of thumb for medical offices, you should plan 3-4 patient parking stalls per provider. As our patient schedules are very fast paced, we calculated 4 stalls per provider and included two additional spots in the event a complicated patient visit puts the provider behind schedule. Our new building will easily accommodate 5 providers a day, which calculates 22 parking spaces.
- ✓ We offer a skin cancer treatment that requires the patient to remain in our office for approximately 2.5 hours. Due to space restrictions in our current location, we only have a maximum of 9 specific appointment times available each week in which we can offer this treatment. In our new building, we will have the space to accommodate multiple patients receiving treatment at once with staggered start times, offering more convenience and accessibility for our patients. However, with such an extended stay at the clinic during the treatment, we would need an additional 6 parking stalls to accommodate times when all appointment spots are filled.
- ✓ We are considering adding another skin cancer treatment option at our clinic that would also require the patient to remain at the clinic for several hours while receiving the treatment. In planning for the possibility of adding this service, we need to include an additional 8 parking stalls.
- ✓ For our cosmetic providers we are factoring in 2 patient parking spaces for each provider. With having space for 6 cosmetic providers at any given time, we calculate the need for 12 parking spaces.
- ✓ We have designed the new building with enough space to expand the availability of our current services as well as add services and treatment options for our patients in the Brainerd Lakes area. If we grow to the maximum potential of our building space, we anticipate that we will need approximately 30 parking spaces for our employees.

1903 S 6th Street | Suite 3 | Brainerd, MN 56401 | **Phone** - 218.454.3376 | **Fax** - 218.454.4263

CENTRAL MINNESOTA
DERMATOLOGY

- ✓ We have a portion of the lower level that will be unfinished and either rented to a future tenant or converted into additional clinic space to allow us to add another provider. We have calculated 8 additional parking spaces for either the tenant's employees and patients/customers or for additional employee and patient parking if we add another provider.
- ✓ We have factored in 4 spaces for parking needs that can't be predicted. For example, we have patients that stop into the clinic without an appointment to pick up prescriptions or products, make payments, schedule appointments, drop off paperwork, have questions or request to speak with a nurse. We occasionally have patients that have someone accompany them to their appointment but drive separately. We also are considering the winters in which there is a very high volume of snowfall and a few of the parking spaces can't be used as they are partially covered with snowbanks.

Our goal is to be very thoughtful in the design of our building to allow for potential growth while also ensuring that at any given time there is enough parking to avoid any frustration for our patients. It would be very shortsighted of us to have a large enough building to expand access and services without planning enough parking spaces to accommodate the staff and patient volume associated with the growth.

I appreciate your time in reviewing both this explanation of our parking lot calculation as well as the amended CUP. We are very excited to commence the construction of our new project and look forward to working with the City of Brainerd as a commercial property owner.

Sincerely,

Kristina M. Britton, MD

1903 S 6th Street | Suite 3 | Brainerd, MN 56401 | **Phone** - 218.454.3376 | **Fax** - 218.454.4263

SITE INFO: (GI) GENERAL INDUSTRIAL		
	ORDINANCE ALLOWED	PROPOSED
BUILDING SETBACKS: FRONT YARD SIDE YARD REAR YARD	MINIMUM: 40'-0" 10'-0" 30'-0"	PROVIDED: 95'-0" 48'-0" 89'-0"

PARKING CALCULATIONS		
OFFICE	ORDINANCE ALLOWED	PROPOSED
ONE PARKING SPACE FOR EACH 150 SF OF GROSS FLOOR AREA	12,150 SF/ 150 SF =81 PARKING STALLS	PROPOSED: 90 SURFACE STALLS
ONE TRACTOR TRAILER PARKING SPACE FOR EACH 500 SF OF GROSS FLOOR AREA	12,150 SF/ 500 SF =24 TRAILER STALLS	PROPOSED: 0 TRAILER STALLS

COLE GROUP ARCHITECTS LLC.
311 First Avenue South
Saint Cloud, MN 56301
320.656.1600
www.colegrouparchitects.com

GENERAL CONTRACTOR:
KEYSTONE DESIGN BUILD, INC.

Reproduction is not valid for building permit unless signed in ink or by digital signature. Codes are not valid.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the State of MINNESOTA.
Name: DAVID J. MAJCHRZAK

PROPOSED:
CENTRAL MINNESOTA DERMATOLOGY
BRAINERD, MN

REVISION CONTENTS	REVISION CONTENTS

Project No
24001
Issue Date
-
Document Set
PRELIMINARY

A010

PLOTTED: 03-04-25 FILE: 24001 CONV 4

SITE INFO: (GI) GENERAL INDUSTRIAL		
	ORDINANCE ALLOWED	PROPOSED
BUILDING SETBACKS: FRONT YARD SIDE YARD REAR YARD	MINIMUM: 40'-0" 10'-0" 30'-0"	PROVIDED: 45'-0" 46'-5" 184'-0"

PARKING CALCULATIONS		
OFFICE	ORDINANCE ALLOWED	PROPOSED
ONE PARKING SPACE FOR EACH 150 SF OF GROSS FLOOR AREA	12,150 SF/ 150 SF = 81 PARKING STALLS	PROPOSED: 90 SURFACE STALLS
ONE TRACTOR TRAILER PARKING SPACE FOR EACH 1500 SF OF GROSS FLOOR AREA	12,150 SF/ 1500 SF = 8 TRAILER STALLS	PROPOSED: 0 TRAILER STALLS

PROPOSED:
CENTRAL MINNESOTA DERMATOLOGY
BRAINERD, MN

GENERAL CONTRACTOR:
KEYSTONE DESIGN BUILD, INC.

COLE GROUP ARCHITECTS LLC.
314 North Wilmot Road
Suite 100
Saint Cloud, MN 56301
(320) 654-0370
www.colegrouparchitects.com

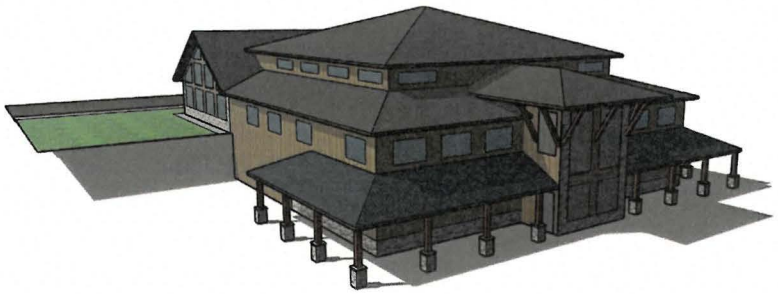
These documents are not valid for building permit unless signed in ink by digital signature. Copies are not valid.
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the state of MINNESOTA.
Name: DAVID J. MAUCIERI

Revision Comment	Revision Comment

Project No
26001
Issue Date
-
Document Set:
PRELIMINARY

A010

PLOTTED: 09-04-25 FILE: 26001 CCM4



CMD Preliminary Set
1.2.2026

1424 Thiesse Drive
Brainerd, MN 56401

KEYSTONE
DESIGN BUILD, INC.
320.253.3301

CENTRAL MINNESOTA
DERMATOLOGY

CLIENT

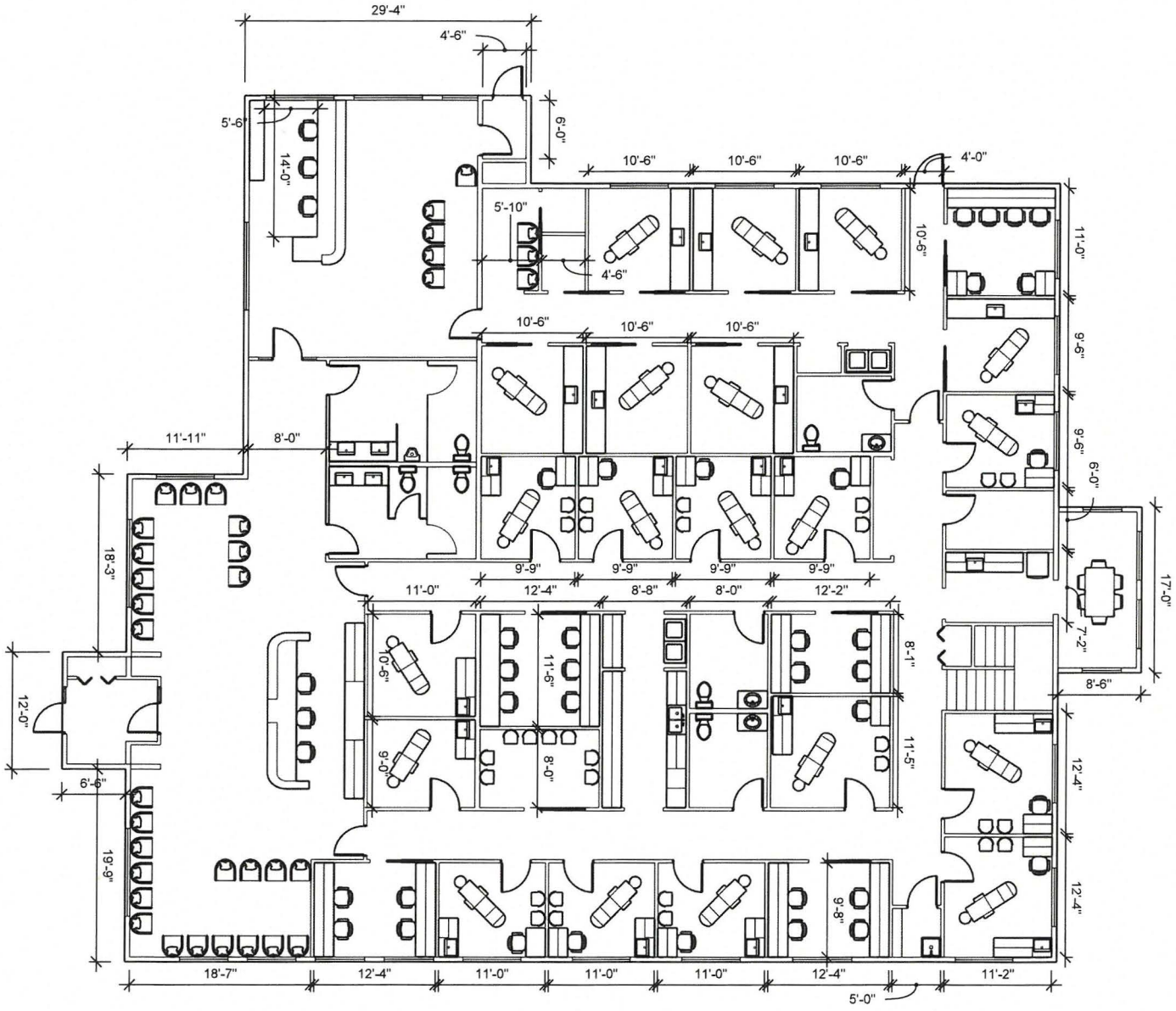
ISSUE
1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT
CMD

DRAWN BY
SK
DESCRIPTION
Cover Page

a

01



03	a	DRAWN BY SK DESCRIPTION Floor Plan Main Level	PROJECT NO. PROJECT CMD	ISSUE 1.12.2026 RE-ISSUE	CLIENT CENTRAL MINNESOTA DERMATOLOGY	KEYSTONE DESIGN BUILD, INC.	

KEYSTONE DESIGN BUILD, INC.

CLIENT
CENTRAL MINNESOTA DERMATOLOGY

ISSUE
1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT
CMD

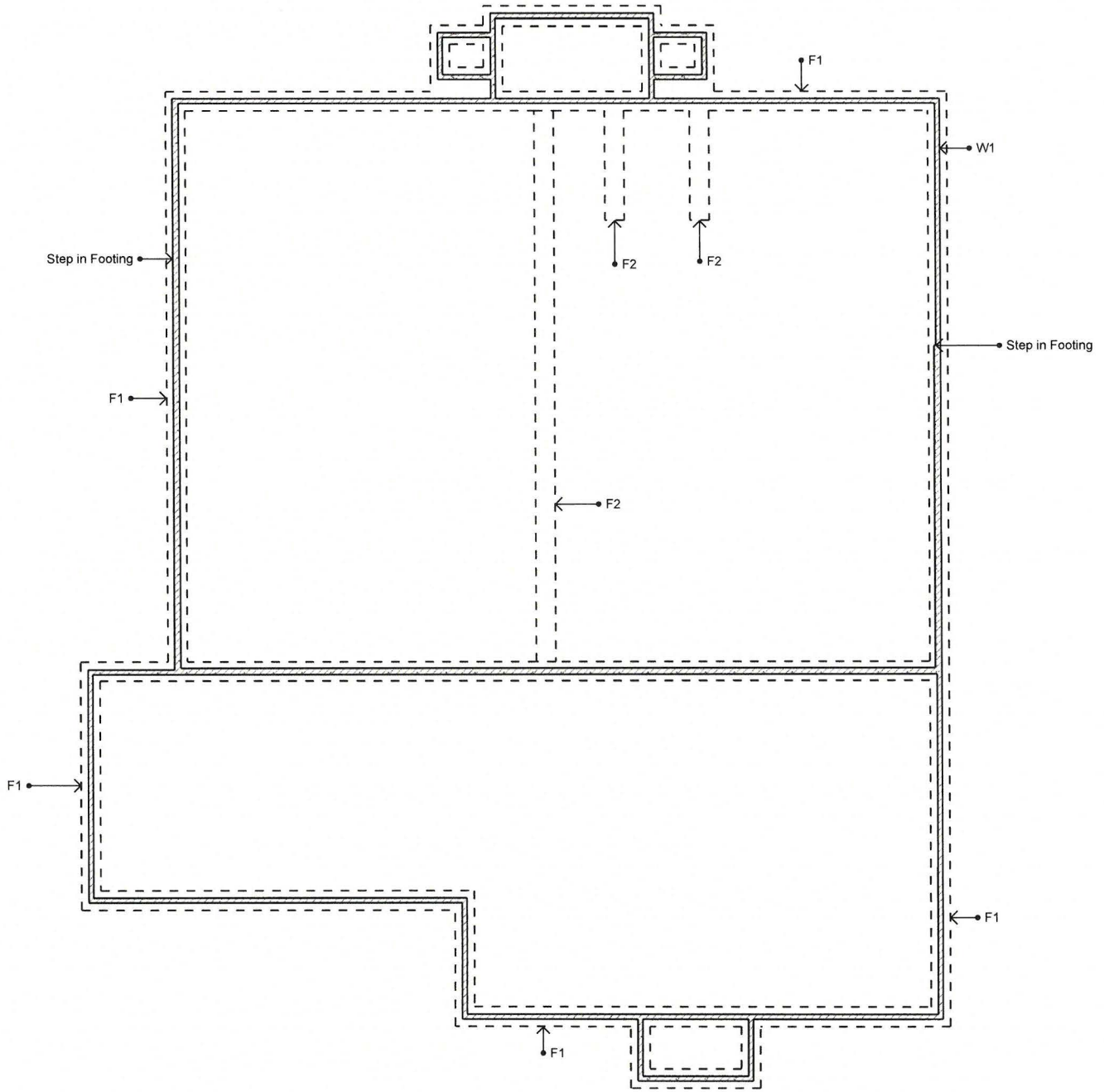
DRAWN BY
SK
DESCRIPTION
Floor Plan
Lower Level

a

04

Footing Schedule				
Mark	Width	Length	Depth	Reinf.
F1	2'-0"	Cont.	1'-0"	(2) #5 Cont.
F2	2'-0"	Cont.	1'-0"	(2) #5 Cont.

Foundation Schedule				
Mark	Width	Length	Hor. Reinf.	Vert. Reinf.
W1	8"	Cont.	#5 @ 18" O.C.	#5 @18" O.C.



KEYSTONE DESIGN BUILD, INC.

CENTRAL MINNESOTA DERMATOLOGY

CLIENT

ISSUE 1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT CMD

DRAWN BY SK
DESCRIPTION Foundation Plan

a

05

Front Elevation

Rear Elevation

KEYSTONE DESIGN BUILD, INC.

CLIENT
CENTRAL MINNESOTA DERMATOLOGY

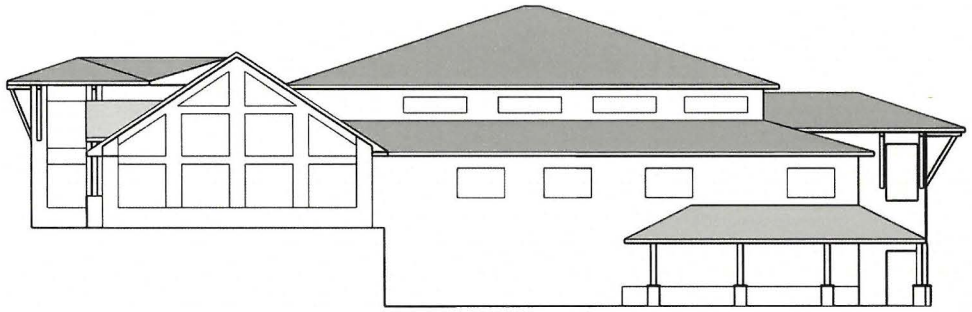
ISSUE
1.12.2026
RE-ISSUE

PROJECT NO.
PROJECT
CMD

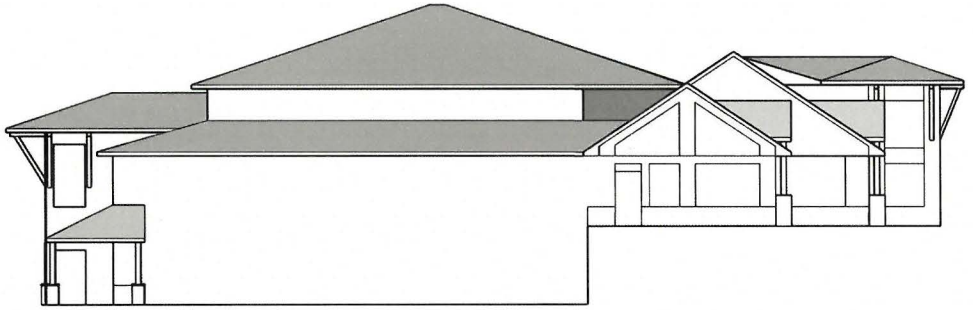
DRAWN BY
SK
DESCRIPTION
Floor Plan
Lower Level

a

06



Side Elevation 1



Side Elevation 2

KEYSTONE DESIGN BUILD, INC.

CENTRAL MINNESOTA DERMATOLOGY

CLIENT

ISSUE 1.12.2026 RE-ISSUE

PROJECT NO. PROJECT CMD

DRAWN BY SK DESCRIPTION Floor Plan Lower Level

a

07

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that River Birch Investments LLC, 12545 County Rd 139, Brainerd has submitted a request for an amendment to the Conditional Use Permit at 1410 and 1424 Thiesse Drive to allow for additional parking spaces over the 65 spaces already approved with the original CUP. This request is to allow for additional off-street parking spaces for the construction of a dermatology clinic.

The properties included in this application are described as:

BRAINERD INDUSTRIAL PARK
LOTS 1 AND 2; BLOCK 5
Parcel #'s: 41060503, 41060502
Section 06, Township 44, Range 30

The property is zoned GI (General Industrial) District. According to Zoning Code Section 515-4-12 Off Street Parking: One (1) parking space is allowed for every 150 square feet of building footprint area. The applicant is requesting additional parking spaces due to the fact that the proposed building is two stories. Any proposed off-street parking facility exceeding the maximum parking space calculation may only be allowed to exceed the maximum number of spaces if the building has more than one level and upon approval of a Conditional Use Permit. A copy of the proposed site plan is on file for review in the Community Development Department.

A Public Hearing will be conducted at the Planning Commission Meeting at 6:00 p.m. Wednesday, March 18th, 2026 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of March, 2026

James L. Kramvik
Community Development Director

Publication Date: March 7th, 2026

From: James Kramvik
To: Stephanie Bestul
Cc: Nick Broyles
Subject: FW: Planning Commission Packet
Date: Tuesday, March 17, 2026 4:57:50 PM
Attachments: image001.png
image002.png
FirstWesternBank-Email_024324ac-4576-4ef7-9eea-3854a5fb4aa9.png
image003.png

Hi All,

I have bcc'd all Planning Commission members. I have forwarded an e-mail from Justin for the Commissions consideration of the CUP amendment for the Dermatology Clinic. This may come up in the discussion at the meeting tomorrow.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Justin Grecula <Justin.Grecula@FirstWestern.bank>
Sent: Friday, March 13, 2026 5:03 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: 'Justin Grecula' <justin.grecula@gmail.com>; Justin Grecula <Justin.Grecula@FirstWestern.bank>
Subject: RE: Planning Commission Packet

You don't often get email from justin.grecula@firstwestern.bank. Learn why this is important

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

Hello James,

I was going through the packet and was curious how much parking space other medical facilities in our area have per sq ft. I went through and used the CWC property tax site and counted parking spaces, including ADA spaces. The below worksheet is what I came up with. I used several facilities in Baxter as well mainly because they're newer buildings and are potentially more comparable to the proposed.

Location	Total Sq Ft Per Public Records	Total Parking	1 space per sq ft
River Birch (Proposed)	**12750**	**90**	**141.6666667**
River Birch (Approved)	**12750**	**65**	**196.1538461**
Baxter Essentia Clinic	*63251*	*230*	*275.0043478*
Baxter Nystrom Office	**20456**	**92**	**222.3478261**
Baxter CRMC Clinic	*21876*	*120*	*182.3*
Northern Eye Center	**5264**	**32**	**164.5**
Essentia Ortho Clinic (S 6th)	*12878*	*91*	*141.5164835*
Lakes Imaging	**2858**	**16**	**178.625**
Brainerd Essentia Clinic	*68214*	*404*	*168.8465347*
Dermatology Professionals	**8782**	**61**	**143.9672131**
Colby-Mueller Orthodontics	*8782*	*37*	*237.3513514*
Dermatology Pro/C-M Ortho PUD	**26346**	**98**	**268.8367347**

A few notes on the last 3 items:

- These are in a PUD with a common parking lot.
- Businesses listed separately are the S & N ½ of the lot respectively
- There is a third unbuilt site with a total area of 15894 sq ft. I used the same 8782 sq ft building size, but if/when a building is constructed it will likely be larger.

Are you able to get this in front of the other planning commissioners? I can bring this up at the meeting, but if possible would like to give them the opportunity to verify my work/add additional medical facilities as it's by no means an exhaustive list. I feel this adds additional

context for the potential CUP.

Thank you,

Justin Grecula
Consumer Lending Officer
NMLS - 1793095
14084 Baxter Drive, Suite 16
Baxter, MN 56425
218-833-8508 | Ext: 8508
justin.grecula@firstwestern.bank
firstwestern.bank

From: Justin Grecula <justin.grecula@gmail.com>
Sent: Friday, March 13, 2026 3:27 PM
To: Justin Grecula <Justin.Grecula@FirstWestern.bank>
Subject: Fwd: Planning Commission Packet

Caution: This email originated from an external source. If you suspect it to be a potential phishing email, report it via the Phish Alert button within Outlook or forward it to itsecurity@firstwestern.bank

---------- Forwarded message ---------
From: **Bernie Maciej** <bernie.maciej@gmail.com>
Date: Fri, Mar 13, 2026, 2:01 PM
Subject: Re: Planning Commission Packet
To: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Cc: Dave Peterson <dpeterson6@live.com>, Don Gorham <dgorham5@yahoo.com>, James Kramvik <jkramvik@ci.brainerd.mn.us>, Jeremy Powell <powel_79@hotmail.com>, Justin Grecula <justin.grecula@gmail.com>, Mike Duval <sorensonlk@yahoo.com>, Tad Erickson <terickson@ci.brainerd.mn.us>

Got the packet Stephanie. Thanks for sending this over.
Bernie

On Fri, Mar 13, 2026, 1:56 PM Stephanie Bestul <sbestul@ci.brainerd.mn.us> wrote:

> All,
>
> Please see the attached packet for the Planning Commission meeting Wednesday, March 18th at 6:00pm.
> You may also find it online at the link below.
>
> Agendas & Minutes | Brainerd, MN
>
> Thank you,
> *Stephanie*
>
> **Stephanie Bestul** | Zoning Specialist/Permit Tech
> City of Brainerd | 501 Laurel Street Brainerd, MN 56401
> (218) 454-3406 | sbestul@ci.brainerd.mn.us
>
> *Email correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.*

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City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Interim Use Permit Amendment - Year-Round Warming Shelter - 1926 S 7th St

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE

Jana Shogren has submitted a request on behalf of Bridges of Hope for an Interim Use Permit amendment to operate a warming shelter for the homeless in the Brainerd Lakes Area at 1926 South 7th Street. The current Interim Use Permit for the shelter expires on June 30, 2026. The facility operates between the months of September 1st - April 30th of each year. The applicant is proposing to operate the shelter year-round.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Planning Commission considered this request and held a public hearing at their meeting on March 18th. Prior to a vote on the interim use permit, the Planning Commission unanimously recommended the director of Bridges of Hope work with Police Chief Davis and Community Director Kramvik on revised language for the Pathways Plan Participation and Compliance Policy prior to the City Council meeting. The updated document is attached to the agenda item.

The Planning Commission unanimously recommended approval of the Interim Use Permit amendment to allow for the operation of a year-round warming shelter at 1926 S 7th St contingent upon the conditions presented.

RECOMMENDED ACTION/MOTION

Motion to approve the Interim Use Permit amendment contingent upon the following conditions:
1) Interim Use Permit shall expire on April 30th, 2027
2) If the Brainerd Police Department determines that the facility has been used in a disorderly manner and upon the recommendation of the Police Chief, the Interim Use Permit shall be brought before the City Council for review and consideration for suspending or revoking the permit at the next available City Council meeting.
3) Shelter staff shall provide a report to City Council each year prior to September 1st.

FINANCIAL IMPACT

N/A

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 18th, 2026

RE: Consider Interim Use Permit Amendment - 1926 S 7th St

PUBLIC HEARING. Interim Use Permit

APPLICANT: Bridges of Hope

Jana Shogren has submitted a request on behalf of Bridges of Hope for an Interim Use Permit Amendment to operate a warming shelter for the homeless in the Brainerd Lakes Area at 1926 South 7th Street. The current Interim Use Permit for the shelter expires on June 30, 2026. The facility operates between the months of September 1st – April 30th each year. The applicant is proposing to operate the shelter year-round.

CONTEXT

Parcel Number:	41360877 and 41360878
Zoning District:	General Commercial (GC) District
Property Area:	56,052 SQFT incl parking lot
Adjacent Uses:	North: Offices East: Evangelical Lutheran Good Samaritan South: Offices West: Residential
Adjacent Zoning:	North: General Commercial (GC) District East: General Commercial (GC) District South: General Commercial (GC) District West: Contemporary Neighborhood-Two (CN-2) District

AERIAL MAP

FINDINGS OF FACT

1. The property at 1926 S. 7th Street is located in a GC (General Commercial) District and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of warming shelters as an interim use as regulated by Section 515-3-43 of the Brainerd Zoning Ordinance.
2. Ordinance 1521 allowed for warming shelters in the General Business District pursuant to the requirements of Section 515-3-43 of the Zoning Code.
   a. *The applicant originally proposed a warming shelter to help those in need escape from dangerously cold winter conditions. They stated that the first year of operation would be a trial run to see how things went. They stated that they may consider offering other opportunities in the future.*
3. The warming shelter originally opened in November of 2021 and is currently operating between the months of September 1st – April 30th each year.
4. The applicant is proposing that the warming shelter operates year-round.
5. The warming shelter, for the purpose of temporarily sheltering homeless persons, must meet the following criteria as required by the aforementioned Section of the Code:
   a. Operation may not exceed 16 continuous hours.
      i. *The applicant states in the public safety plan that the shelter will not exceed 16 continuous hours of operation.*

b. Facility occupancy shall not exceed 30 beds or total occupancy of facility as set by the Fire Marshal, whichever is less.
    i. The shelter will have 20 twin beds and will have two separate sleeping areas: male side and a female side. The Shelter will have 10 overflow mats. They will not exceed 30 guests on any given night.
    ii. The Fire Marshall has inspected and approved occupancy for the facility.
c. Facility shall be staffed during all hours of operation.
    i. The facility will be staffed at all times when guests are present.
    ii. The public safety policy also dictates that at a minimum one supervisory staff member shall be present on each shift.
d. 24-hour contact information shall be provided to the City of Brainerd Police Department and Crow Wing County Community Services Department.
    i. The shelter has provided contact information to all parties.
e. Except for bicycle racks, the outdoor storage of equipment, furniture, personal items, or other such possessions of those using the facility is not permitted.
    i. Guest bags, outer clothing (coats, snow pants), and property will be locked up upon arrival at the shelter by staff in the secured guest closet indicated on the floor plan.
f. The facility shall meet all applicable building, safety, fire, and health code requirements.
    i. The Building Official and Fire Marshal inspected the facility before operation in the first year. The facility meets all applicable building, safety, fire, and health code requirements. The Building Official and Fire Marshal have no concerns at this time.

6. According to Section 515-5-3 Interim Use Permits Procedure, New Uses, Uses defined as Interim Uses which do not presently exist within a respective Zoning District shall be processed according to the standards and procedures for a Conditional Use Permit as established by Section [515-5-2] of this Ordinance.
7. According to Section 515-5-2 Conditional Use Permits, Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
    a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on the Appendix A: Table of Uses.
        i. Appendix A: Table of Uses permits the operation of warming shelters as an interim use as regulated by Section 515-3-43 of the Brainerd Zoning Ordinance.
    b. The proposed use meets the regulations and standards established in this Ordinance.

i. *The proposed use meets all requirements of Section 515-3-43 of the Brainerd Zoning Code.*

c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
   i. *The shelter has updated its public safety plan and consent form to address potential police investigations in circumstances where a law enforcement officer reasonably determines that advance notice to the individual may: a) compromise officer safety, b) create a risk of destruction or concealment of evidence, c) allow a suspect to evade lawful detention or arrest, or d) otherwise jeopardize an active law enforcement investigation.*
      1. *The facility shall permit such entry and shall take reasonable steps to facilitate the officer's lawful contact with the individual.*
   ii. *The shelter has updated its guest agreement to require individuals (within 3-5 days of their first night) to actively participate in my Pathways Plan. If no progress is made within 30 days, I understand that services may be denied.*
      1. *Participation in the pathways plan is essential to ensure individuals using the shelter are both improving their situation and also leaving the area when the shelter is closed during the day.*

d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
   i. *The shelter is currently operating at the location, and the applicants are not proposing any exterior changes.*

e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
   i. *The shelter is currently operating at the location, and the applicants are not proposing any exterior changes.*

f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
   i. *The facility has an adjacent parking lot. There have been no issues regarding the surrounding neighborhood for off-street parking and loading.*

g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
   i. The proposal is consistent with Public Safety GOAL 1: Brainerd will protect and provide for the safety of residents and visitors.
      1. Policy 1. Make efficient use of existing facilities to ensure access to emergency services for all residents and visitors.
         a. *The warming shelter has provided an asset to the community to shelter those in need of temporary*

shelters. Shelter staff have worked well with emergency services.

The Community Development Department has not received a complaint from the public regarding the shelter after the issuance of their second IUP in 2022.

As of this writing, no one has contacted the Community Development Department with concerns or objections to the Interim Use Permit.

STAFF RECOMMENDATION

Staff recommend approval of the Interim Use Permit contingent upon the following conditions:

1) Interim Use Permit shall expire on April 30th, 2027.
2) If the Brainerd Police Department determines that the facility has been used in a disorderly manner and upon the recommendation of the Police Chief, the Interim Use Permit shall be brought before the City Council for review and consideration for suspending or revoking the permit at the next available City Council meeting.
3) Shelter staff shall provide a report to City Council each year prior to September 1st.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218/828-2307 www.ci.brainerd.mn.us

INTERIM USE PERMIT

Application Form (residential - $350.00 / commercial - $500.00 +$500.00 escrow deposit) (This form must be filled out completely before your application will be accepted)

Property Address for this *Interim Use Permit*: 1926 South 7th St

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use Permit to allow a year-round warming shelter for a one year term

at the property address listed above until the date of April 30, 2027.

Legal Description (attach, if lengthy): Lot 4 & 5 Block 3 Addition Holiday Inn addition to Brainerd section 36 Township 45 Range 031

Property Owner: Steven D Skauge

Address: 1205 N Tower Rd (Street) Fergus Falls (City) MN (State) 56537 (Zip)

Contact Information #: 218-205-5499 (Home) _____ (Business) _____ (Fax) steves@productivemn.org (E-mail)

Applicant: (if different than Property Owner) Bridges of Hope-Jana Shogren

Address: PO Box 742 (Street) Brainerd (City) MN (State) 56401 (Zip)

Contact Information #: _____ (Home) 218-825-7682 (Business) _____ (Fax) jana@bridgesofhopemn.org (E-mail)

Contact Person: (if different than Property Owner) Bill Wear or Samantha Barron

Address: PO Box 742 (Street) Brainerd (City) MN (State) 56401 (Zip)

Contact Information #: _____ (Home) 218-825-7682 (Business) _____ (Fax) bill@bridgesofhopemn.org (E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that <u>all</u> of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted <u>all</u> the required information to apply for an Interim Use Permit and that the information is factual.

Signed by: Steven D. Skauge (Property Owner) **Date:** 2/24/26

STEVEN D. SKAUGE
(Property Owner-Please print Name)

Jana M. Shogren (Applicant-If different than owner) **Date:** 2/27/26

Jana Shogren
(Applicant - Please print name)

Interim Use Permit

Supporting Information

The City Council may approve an Interim Use Permit if all of the "Criteria for Review of Interim Use Permits" are met. In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the *"Criteria"*, referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced n Section 515-5-3 and in addition, shall find adequate evidense that each use in its proposed location will address the following:
   (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
   (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
   (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
   (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
   (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
   (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
   (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

(con't)

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

February 26, 2026

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

Via Portal

Re: Land Use Application for Renewal and Modification of Interim Use Permit for Year-Round Warming Shelter

Dear Director Kramvik:

We represent Bridges of Hope, a Minnesota nonprofit organization (the "Applicant"). On behalf of the Applicant, please accept this letter as the required documentation to accompany our application for a renewed and amended Interim Use Permit (IUP) pursuant to §515-5-3 of the City of Brainerd zoning ordinance for a year-round Warming Shelter under the standards set forth in §515-3-44. We also attached a *draft* Public Safety Plan and revised Guest Agreement for staff and Council review.

I. Project Summary

The Applicant operates a facility located at 1926 S 7th St, Brainerd, MN 56401 (the "Shelter") that provides a safe, clean, and supervised place for individuals experiencing homelessness to sleep overnight ("Clients"). The Shelter is open to individuals age 18 and older and operates on a first-come, first-served basis.

The Shelter is supported by a combination of County and state of Minnesota grant funding as well as private donations. Its purpose is to provide temporary overnight safety and stabilization, rather than long-term or transitional housing. The Shelter's model emphasizes structured supervision, clear behavioral expectations, and connection to supportive services.

Bridges of Hope is guided by its mission to build bridges of support, anchored in Christ's love, among those it serves and alongside community partners. The Shelter evolved from a longstanding network of church-based family shelters in the Brainerd area and continues that collaborative tradition through partnerships with local service providers and community organizations. Accordingly, the Applicant is part of a network of supportive services providers devoted to establishing a continuum of care through coordinated referrals to community-based services, including housing assistance, substance use disorder treatment, medical and mental health care, employment services, meal services, and job training. Through this referral network, the Shelter serves as a point of connection to longer-term stabilization and support for Clients, without directly providing case management services or administering treatment programs on site.

The City zoning ordinance expressly allows interim use permits to be granted for Warming Shelters in GC districts, provided that (a) the operation does not exceed sixteen (16) continuous

hours; (b) facility occupancy does not exceed thirty (30) beds or the total occupancy set by the Fire Marshal, whichever is less; (c) the facility is staffed during all hours of operation; (d) twenty-four-hour contact information is provided to the Brainerd Police Department and Crow Wing County Community Services; (e) except for bicycle racks, outdoor storage of equipment, furniture, personal items, or other possessions of those using the facility is not permitted; and (f) the facility meets all applicable building, safety, fire, and health code requirements. Nothing in §515-3-44 imposes a seasonal limitation on the operation of a Warming Shelter, and the ordinance permits year-round services so long as the performance standards of the ordinance are met.

The Applicant currently operates the Shelter seasonally from September through April 30. In approving the existing Interim Use Permit, the City determined that the Shelter's operation conformed to applicable ordinance standards. Specifically, the hours of operation did not exceed sixteen (16) consecutive hours, overnight occupancy did not exceed thirty (30) beds, the facility was staffed during all hours of operation, twenty-four-hour contact information was provided to the Brainerd Police Department and Crow Wing County Community Services, and the facility complied with all applicable building, fire, safety, and health code requirements.

As the only organization within the Brainerd community providing overnight sleeping services for individuals experiencing homelessness, the Applicant plays a critical role in keeping people off the streets. State-wide and Crow Wing County data reflects a sustained rise in housing instability, and recent City action restricting public camping was adopted in response to increasing public safety, health, and welfare concerns associated with unmanaged encampments. In this regulatory and community context, seasonal gaps in overnight shelter leave individuals without a lawful or safe place to sleep disrupting treatment plans, access to services, and potential progress toward stabilization.

The Applicant seeks to continue its code-compliant Warming Shelter operations and requests renewal and modification of its Interim Use Permit to authorize year-round operation, rather than limiting operations to the current September through April seasonal period. The Applicant further requests that the renewed IUP be issued for a one (1) year term, subject to the supplemental conditions and restrictions set forth in Section III of this application.

II. The proposed modified Interim Use Permit conforms with the regulations, intent, and purpose of the City Code.

The existing shelter operation complies with the plain language of the zoning ordinance and serves the needs of the community. The Applicant's collaboration with service providers and public safety partners, along with the implementation of voluntary conditions, will mitigate any potential adverse effects on public health, safety, or general welfare. Accordingly, the City should grant the Applicant a year-round Interim Use Permit.

A. The Shelter use conforms to the zoning district and is a permitted interim use.

The proposed use is consistent with the GC zoning district regulations. The GC district is intended to accommodate more intensive commercial uses that rely on the primary street network for access and circulation. Warming Shelters are permitted within the GC zoning district pursuant to the operational requirements, and conditions imposed through the IUP process.

The Shelter is located within an existing commercial building, provides temporary overnight lodging consistent with surrounding hotels, and has sufficient parking to accommodate Clients and staff. As an existing use, the Shelter complies with GC district standards related to lot frontage, setbacks, parking, and building height.

B. *The Shelter use meets all special standards which may apply to its class of conditional uses.*

Current and proposed shelter operations comply with the performance standards outlined in Section §515-3-44 of the City Code, as previously described in Section I of this narrative.

C. *The Shelter use does not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.*

The Shelter has operated continuously at this location for more than four years. During prior renewal hearings, questions were raised by Council regarding police service activity associated with the Shelter. While call data alone is not a reliable indicator of land-use compatibility, the available record reflects that the Shelter has not generated disproportionate or chronic enforcement activity relative to other overnight commercial uses.

Over a recent three-year period, 119 calls for service were associated with the Shelter out of more than 51,000 calls citywide. Many of those contacts involved EMS assistance, welfare checks, referrals, or other non-criminal matters. Only eight arrests occurred during that period. The data does not reflect a pattern of recurring criminal activity, persistent nuisance behavior, or unmanaged disorder attributable to the facility.

The Shelter has operated for multiple years without documented violations of the City's nuisance or performance standards prescribed for shelter uses. The performance standards outlined in § 515-3-44 of the City Code are specifically designed to mitigate potential nuisance impacts related to the shelter classification. The record does not demonstrate that the Shelter has exceeded those standards or created conditions inconsistent with the ordinance.

Beyond compliance, the Shelter operates with structured operational controls designed to prevent unsafe conditions and reduce external impacts, including:

- On-site staffing during all hours of operation;
- Written rules of conduct and required guest agreement;
- Intake and supervision protocols;
- Incident documentation and internal response procedures; and
- Ongoing coordination with the Brainerd Police Department consistent with applicable law.

Recognizing that unsupervised daytime congregation can create external impacts, the Shelter maintains a structured partnership with Open Arms Community Resource Center in Baxter, operated by Lighthouse Beginnings. The Applicant sought and received grant dollars from Sourcewell to fund a shuttle that provides transportation for clients from the Shelter to the day facility at Open Arms. Open Arms operates daily and provides a supervised, sober, resource-focused environment that includes peer support, individualized wellness planning, housing assistance, mental health connections, substance use assessment and treatment referrals, employment resources, transportation coordination, and structured classes and programming.

Under the Shelter's guest policies, individuals seeking access to ongoing shelter resources are required to demonstrate engagement in productive daytime activity. Guests must be either:

- employed;
- actively participating in treatment; or
- attending and engaging in programming at Open Arms

Just like the Applicant, Open Arms operates under clear behavioral expectations, including no loitering, no drugs or alcohol on site, willingness to participate in intake and wellness planning, and compliance with sobriety and accountability requirements. The partnership between the Applicant and Open Arms is designed to ensure that individuals using Shelter services are connected to supplemental housing, mental health, and employment services and structured activity during non-operating hours, thereby reducing the potential for idle congregation in the surrounding commercial district.

Recognizing that public safety concerns were expressed during prior annual review processes, the Applicant is proposing that a formal Public Safety Plan, subject to review and approval of the police department is incorporated as a binding condition of approval for year-round operation. Codifying the Public Safety Plan as an enforceable condition strengthens accountability and formalizes coordination protocols with the Police Department. A draft of a proposed Public Safety Plan is attached to this application, and work with Chief Davis is currently underway to submit an approved version of the plan for inclusion in future meeting packets.

In addition to incorporation of the Public Safety Plan, the Applicant is proposing supplemental operational conditions designed to mitigate potential impacts and reinforce compliance with the City's performance standards. The proposed transition to year-round operation does not introduce a new or untested land use. Rather, it formalizes an existing operation under enhanced, enforceable conditions designed to ensure continued compatibility with surrounding commercial properties.

D. The Shelter use will not create an inconsistent visual impression or environment within the neighborhood.

The proposed year-round operation continues an already approved and established use within an existing enclosed structure. This proposed use represents a continuation of the same use and does not involve any changes to the building footprint, site layout, access points, or exterior appearance. The Applicant regularly maintains and improves the existing landscaping, lighting, signage, and screening along the public right-of-way to enhance the aesthetics of the functional streetscape. The Shelter's physical siting and operational characteristics are consistent with surrounding commercial and service-oriented uses. The Shelter operates entirely indoors and does not rely on outdoor gathering areas. The Shelter serves a limited number of clients and is subject to continuous on-site staffing and monitoring, resulting in a controlled environment with fewer potential impacts. Consistent with these comparable nearby uses, and in several respects operating at a lower intensity, the proposed use will not generate noise, activity, or environmental impacts that substantially differ from adjacent hotel properties.

E. *The Shelter use organizes vehicular access and parking to minimize traffic congestion in a residential neighborhood.*

The proposed year-round operation of the Shelter generates minimal vehicular traffic due to its limited overnight hours and low-intensity use. Client arrivals occur in the evening and departures occur in the morning, outside of peak daytime traffic periods. Vehicular activity is primarily limited to staff arrivals and departures and occasional drop-off activity, all of which occur during hours when surrounding commercial uses, such as nearby medical offices, are winding down or closed. As a result, the Shelter does not contribute to peak-hour congestion or daytime traffic patterns in the surrounding area.

F. *The Shelter use is consistent with applicable policies of the City's comprehensive plan.*

The application is consistent with the City's adopted land use and housing objectives, specifically Housing Plan Goal 3: ensuring quality living conditions for all residents. While operating a year-round Shelter does not create permanent housing, it expands the range of housing options available within the community by providing short-term, supervised overnight accommodation for individuals who would otherwise lack safe alternatives. In this respect, the use functions as part of the broader housing continuum and supports stabilization efforts that are foundational to long-term housing security.

The Shelter advances the City's housing goals by benefiting not only Shelter Clients, but the Brainerd Lakes community as a whole. By providing a safe and regulated alternative to unsheltered camping, the Shelter addresses public safety concerns associated with unmanaged outdoor sleeping and reduces the potential displacement of vulnerable individuals into adjacent neighborhoods or neighboring communities lacking adequate resources. Continuous access to structured, accountable overnight accommodation also allows Clients to engage consistently with employment, treatment, and service programming. These factors are critical to workforce reentry and long-term self-sufficiency.

This also supports environmental stewardship objectives. When individuals are forced to sleep outdoors without access to sanitation, trash disposal, or supervision, secondary impacts can occur, including litter accumulation and strain on public spaces. A structured, staff-managed shelter environment reduces these impacts by providing sanitation facilities, waste management, and clear behavioral expectations. In doing so, the use helps preserve public spaces and maintain the environmental quality of the community.

III. Year-round use and proposed conditions of approval

The Applicant respectfully requests modification of its existing seasonal Warming Shelter Interim Use Permit ("IUP") to authorize year-round overnight operation at its current location, while reducing maximum occupancy to twenty-five (25) Clients per night. The proposed modification eliminates seasonal service gaps that disrupt Client stabilization and continuity of care, without expanding the physical footprint of the use.

The Shelter is permitted as an interim use under Minnesota law. The City is authorized to impose reasonable conditions on interim uses, provided such conditions are tailored to address potential impacts and are consistent with the City Code. While the applicable ordinance standards govern the Council's decision, the Applicant acknowledges the concern expressed during prior annual renewal discussions. In that spirit, and without conceding that the existing operation has created nuisance conditions, the Applicant proposes the following supplemental conditions of approval to

reinforce compatibility with surrounding commercial properties and to formalize operational safeguards already in practice:

Proposed Supplemental Conditions of Approval

1. The Applicant shall provide an annual compliance report to the City Council each year as part of the IUP review process.
2. Overnight occupancy shall be reduced from thirty (30) beds and shall not exceed twenty-five (25) Clients per night.
3. The use shall operate in compliance with a written Public Safety Plan, subject to approval by the Chief of Police or the Chief's designee.
4. To mitigate potential impacts during non-operating hours, the Shelter shall maintain an active coordination partnership with Open Arms Community Resource Center in Baxter, Minnesota ("Open Arms").
5. Shelter policy shall require that Clients seeking ongoing access to services demonstrate engagement in structured daytime activity, including:
   (a) employment;
   (b) active participation in treatment; or
   (c) attendance and engagement in programming at Open Arms or a comparable supervised service provider.
6. The Shelter shall maintain and support a shuttle service to transport Clients to Open Arms.
7. The Shelter shall maintain an internal incident log documenting material incidents occurring on the premises.
8. Upon request during annual review, the Applicant shall provide summary compliance information to the City, excluding private or protected data.

IV. Conclusion

Operation of an overnight shelter serving individuals experiencing homelessness involves a complex regulatory framework and ongoing compliance responsibilities. In addition to local land use and licensing requirements, the Shelter operates under applicable state and federal laws governing data privacy, nondiscrimination, and public health and safety.

As a recipient of public funding and a provider of emergency services, the Shelter is subject to the Minnesota Government Data Practices Act, which regulates the collection, maintenance, and disclosure of data on individuals. The Shelter must also operate in compliance with federal and state fair housing and civil rights laws, ensuring equal access to services without discrimination and administering policies in a consistent and lawful manner. These statutory obligations shape intake procedures, record-keeping practices, coordination with law enforcement and social services, and day-to-day operational protocols.

The Applicant recognizes that providing overnight shelter requires careful balancing of individual rights, public safety, and community compatibility. The Shelter's policies, staffing model, service partnerships, and proposed conditions of approval reflect that responsibility. Year-round operation under a clearly defined Interim Use Permit framework will allow the Shelter to continue serving vulnerable adults in a structured, compliant, and accountable manner consistent with City Code and applicable law.

We respectfully request approval of this renewal and amendment of this IUP application for the proposed use of the Shelter as a year-round Warming Shelter, with twenty-five (25) beds.

Please do not hesitate to contact any member of the Bridges team or our office with any questions or request for supplemental information. Thank you.

Sincerely,

Megan C. Rogers, for
Larkin Hoffman
Direct Dial: (952) 896-3395
Direct Fax: (952) 842-1847
Email: mrogers@larkinhoffman.com

Libby A. Kurtzman
Larkin Hoffman
Direct Dial: (952) 896-1505
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Email: lkurtzman@larkinhoffman.com

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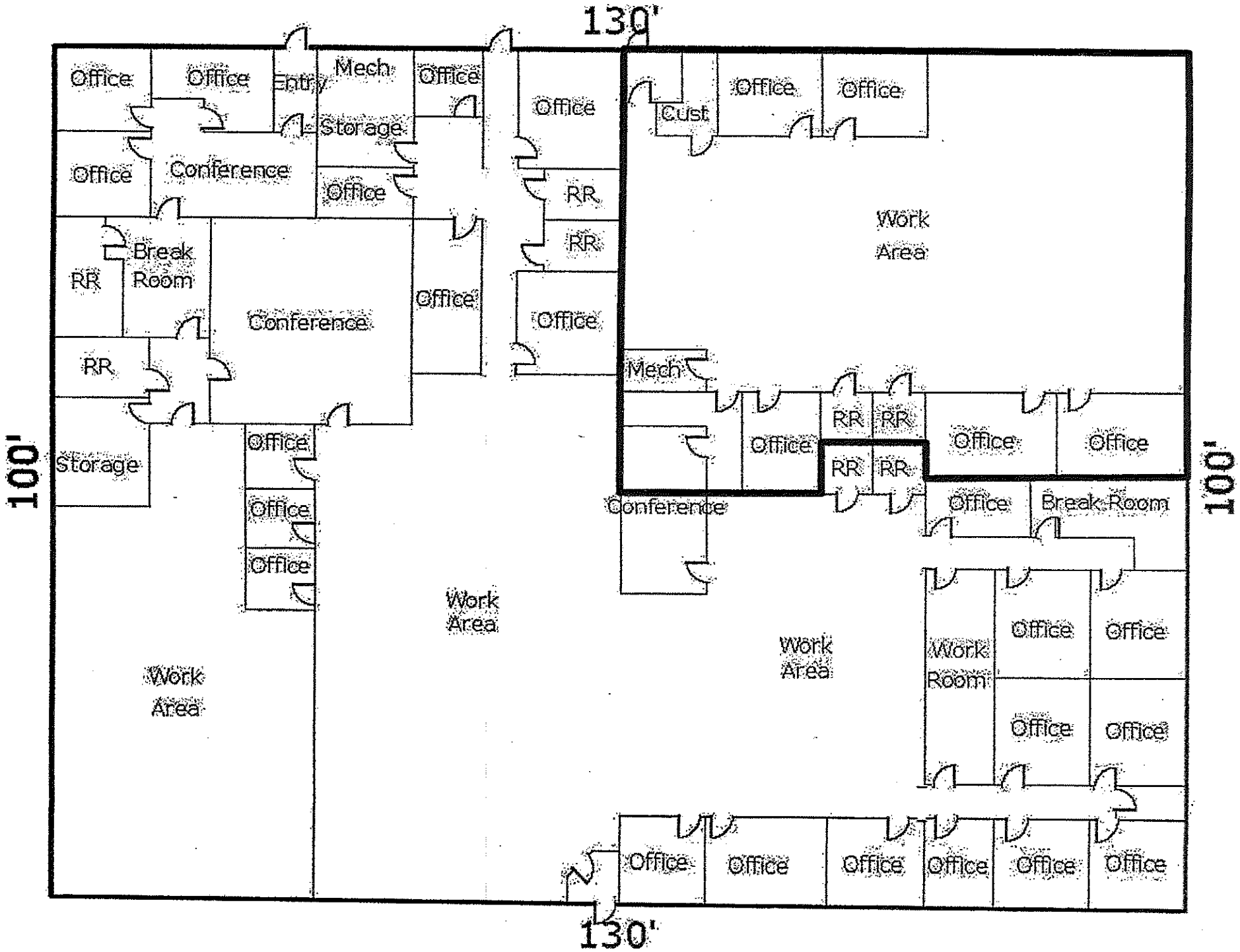
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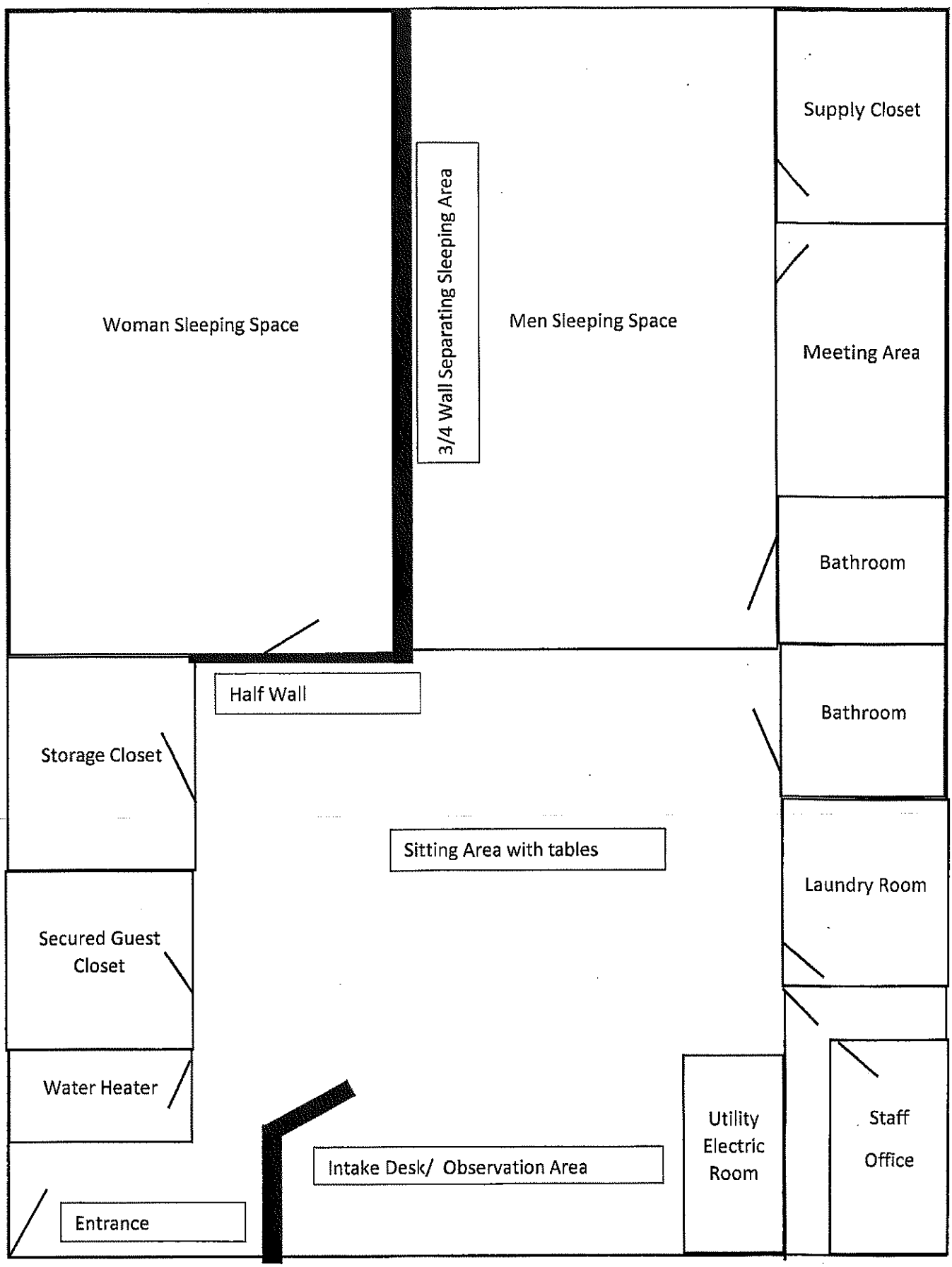
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Woman Sleeping Space
Men Sleeping Space
Meeting Area
Bathroom
Half Wall
Bathroom
Storage Closet
Sitting Area with tables
Laundry Room
Secured Guest Closet
Water Heater
Utility Electric Room
Staff Office
Intake Desk/ Observation Area
Entrance

PUBLIC SAFETY PLAN: BRIDGES OF HOPE SHELTER

1. OPERATIONAL LIMITATIONS

1.1 Bridges of Hope (the "Facility") shall operate solely as an overnight warming shelter and shall not intensify its operations to a 24-hour drop-in center, detoxification facility, inpatient treatment center, or crisis stabilization facility.

1.2 Operation shall not exceed sixteen (16) continuous hours in any twenty-four (24) hour period.

1.3 Occupancy shall not exceed the lesser of (i) thirty (30) beds or (ii) the maximum occupancy established by the Fire Marshal.

1.4 The Facility shall be staffed at all times during hours of operation.

1.5 Except for bicycle racks, no outdoor storage of personal belongings, equipment, furniture, or possessions of guests shall be permitted.

2. STAFFING AND SUPERVISION

2.1 A minimum of one supervisory staff member shall be present on each shift.

2.2 Staff-to-guest ratios shall be scaled to occupancy levels pursuant to state regulations to ensure active supervision and de-escalation capacity.

2.3 All staff shall receive annual training in de-escalation and conflict resolution; trauma-informed care; mental health crisis recognition; emergency response protocols; and Minnesota Government Data Practices Act compliance.

2.4 If calls for service exceed the baseline threshold established under Section 5 for two consecutive months, the Facility shall implement enhanced staffing measures, which may include additional supervisory staff or contracted security personnel.

3. TIERED INCIDENT RESPONSE PROTOCOL

3.1 The Facility shall implement and maintain a documented tiered response system prioritizing internal resolution of incidents.

3.2 Facility staff should prioritize internal de-escalation, mediation, and conflict resolution when situations involve non-criminal behavioral issues and can be safely managed within the facility. Nothing in this policy shall prohibit staff from requesting assistance from law enforcement.

4. INTAKE AND CONDUCT CONTROLS

4.1 All guests shall execute a behavioral expectations agreement addressing prohibition of violence or weapons; compliance with staff directives; quiet hours; no loitering; and prohibition of outdoor storage.

4.2 As part of the intake process, the Facility shall request that each guest execute a Homeless Management Information System (HMIS) Release of Information (the "Release"). The Release shall authorize the Facility to collect, maintain, and share guest information for purposes of service coordination, housing placement, funding compliance, and related administrative functions and include a separate, clearly identified authorization permitting the limited disclosure of the guest's name to on-duty law enforcement officers.

4.3 The Facility shall utilize controlled access procedures, including a single monitored point of entry during intake hours. The Facility shall implement intake screening sufficient to identify immediate safety or medical risks and shall coordinate referrals to appropriate community partners as necessary.

4.4 The Facility shall maintain a referral-based service model and shall not serve as a primary provider of housing services, inpatient medical, detoxification, or psychiatric stabilization services.

4.5 The Facility shall implement a structured discipline and exclusion framework designed to: 1) Protect the safety of residents, staff, and the surrounding community; 2) provide clear behavioral expectations; 3) Utilize graduated discipline where appropriate; and 4) avoid unnecessary or arbitrary exclusion while preserving zero-tolerance authority for dangerous conduct.

> The following conduct shall constitute grounds for immediate removal from the Facility and may result in permanent exclusion: 1) violent conduct; 2) credible threats of violence; 3) sexual assault or harassment; 4) possession of a weapon; 5) distribution or sale of controlled substances on site; 6) any conduct creating an immediate threat to life or safety.
>
> For non-violent or non-dangerous infractions, including but not limited to: 1) minor behavioral conflicts; 2) failure to comply with routine shelter procedures, the Permittee shall implement a graduated discipline model, which shall include: a) Verbal warning; b) Written warning; c)Temporary suspension (e.g., one to seven nights); d) Extended suspension.

The Facility shall maintain internal documentation of exclusions and suspensions include such information in quarterly reporting provided in Section subject to the compliance requirements of Section 6.

5. FACILITY COORDINATION WITH POLICE DEPARTMENT

5.1 The Facility shall designate a Police Liaison responsible for coordination with the Brainerd Police Department.

5.2 On a quarterly basis, the Police Liaison shall make a data request from the Brainerd Police Department for all police calls to the Facility so that the Facility may monitor call volume for the purposes of reviewing the effectiveness of shelter management procedures.

5.3 The Facility, through its Police Liaison shall request quarterly coordination meetings with the Police Department to review operational impacts of the Facility

6. DATA PRIVACY AND INFORMATION DISCLOSURE

6.1 The Facility acknowledges that, as a grant recipient receiving public funding, it is subject to Minn. Stat. § 13.587 and the Minnesota Government Data Practices Act.

6.2 Data maintained by the Facility from which the identity of an individual receiving emergency services may be determined shall be treated as private data on individuals.

6.3 The Facility collects only limited identifying information necessary for shelter operations and very limited medical information necessary for immediate safety purposes. The Facility does not maintain comprehensive medical records.

6.4 Except as otherwise provided in this Section, the Facility shall not release shelter records or other client-identifying documentation to law enforcement absent: a)a valid warrant, b)subpoena or court order, c)exigent circumstances involving an imminent threat to life or safety, or d)written consent of the individual.

6.5 The Facility shall confirm to law enforcement whether a specific individual is currently present at the Facility or has been present at the Facility within the previous 48 hours when the request is made in connection with: a) service of a warrant or court order, b) a missing person investigation, c) any exigent circumstances, d) or where the individual has provided consent to disclosure.

6.6 In circumstances where a law enforcement officer reasonably determines that advance notice to the individual may: a) compromise officer safety, b) create a risk of destruction or concealment of evidence, c) allow a suspect to evade lawful detention or arrest, or d) otherwise jeopardize an active law enforcement investigation, the officer may request to enter the Facility to make direct contact with the individual without prior notification. Facility staff shall permit such entry and shall take reasonable steps to facilitate the officer's lawful contact with the individual.

6.7 Facility staff shall cooperate in good faith with lawful requests from law enforcement officers seeking to make contact with an individual who may be located at the

Facility. In furtherance of public safety and law enforcement coordination, staff shall: a) Promptly notify the individual, when practicable and consistent with safety considerations, that law enforcement officers are present and requesting contact; b) Facilitate voluntary communication between the individual and law enforcement when the individual consents; and c) Take reasonable steps to assist officers in effectuating lawful process, including service of warrants, court orders, or other legally authorized actions. Nothing in this Section limits the Facility's obligation to comply with valid warrants, subpoenas, court orders, or other legal mandates.

6.8 The Facility shall designate a Data Practices Responsible Authority or designee to review and respond to law enforcement data requests.

7. NEIGHBORHOOD IMPACT MITIGATION

7.1 Staff shall conduct periodic exterior perimeter checks during operating hours.

7.2 The Facility shall promptly investigate and respond to complaints from neighboring property owners. Complaints received shall be documented.

7.3 *Daytime Programming and Community Expectations*. As part of maintaining a safe and stable shelter environment and reducing neighborhood impact, guests agree to comply with structured daytime transition procedures.

Guests acknowledge and agree that:

- The Facility enforces a no-loitering policy during daytime closure periods.
- Guests will be referred to structured daytime programming, including the Lighthouse Connections Day Center (8055 Industrial Park Road, Baxter, MN; 612-865-7118), or other appropriate community-based services recommended.
- Guests are expected to engage in constructive daytime activities, including participation in: Recovery-oriented programming, Mental health or substance use services, Employment or housing-related services, Peer support and wellness planning.

Failure to comply with daytime transition procedures or refusal to engage in structured programming without reasonable cause may result in progressive discipline consistent with Facility policy.

PATHWAYS PLAN PARTICIPATION AND COMPLIANCE POLICY

1. Purpose

This policy establishes a structured, progressive, and documented process to ensure guest compliance with Pathways Plan participation requirements.

The objectives of this policy are to:

- Promote meaningful engagement in the Pathways Plan process
- Provide clear expectations of guests and staff
- Ensure fair, equitable, and trauma-informed treatment of all guests
- Support staff decision-making through defined procedures and criteria
- Maintain facility safety, operational integrity, and effective use of limited resources

2. Participation Requirements

All guests are required to:

- Initiate participation in the Pathways Plan process within three (3) to five (5) days of their first night at The Bridge
- Actively engage in services, meetings, and activities identified in their plan
- Follow through on agreed-upon action steps (e.g., applications, referrals, documentation)
- Demonstrate reasonable, measurable progress within thirty (30) calendar days of intake

Failure to meet these participation requirements constitutes non-compliance and may result in progressive discipline up to denial of services.

3. Identification of Non-Compliance

A guest shall be considered non-compliant when one or more of the following occur:

- Failure to initiate participation by Day 5
- Repeated missed appointments or activities without a reasonable explanation
- Express refusal to participate in services
- Failure to complete agreed-upon steps
- No measurable progress by Day 30

Staff Responsibilities

- Identify and document non-compliance no later than Day 6 from intake

- Evaluate and document whether the non-compliance is:
    - Barrier-Based (e.g., transportation, mental health, misunderstanding)
    - Willful (e.g., refusal, avoidance, disengagement)

This distinction is critical and must guide all subsequent actions.

4. Progressive Intervention Process

A. Initial Engagement (Informal Intervention)

Timeline: Within 24 hours of identifying non-compliance

Staff Action Steps:

- Meet with the guest in a private and respectful setting
- Clearly explain:
    - The Pathways Plan requirement
    - Specific areas of non-compliance
- Ask open-ended questions to identify barriers
- Offer targeted assistance, which may include:
    - Scheduling or transportation support
    - Clarification of expectations
    - Referrals to appropriate services
- Confirm understanding by the guest

Required Staff Considerations:

- Does the guest understand expectations?
- Are there mental health or substance use factors?
- Are there logistical barriers?
- Is additional support reasonably available?

Compliance Window:

Guest must demonstrate engagement within three (3) calendar days

Documentation Requirements:

- Completed within 24 hours
- Must include:
    - Nature of non-compliance
    - Guest explanation
    - Barriers identified

- Assistance/accommodations offered
- Agreed upon next steps

B. Verbal Warning

Timeline: If non-compliance continues after Initial Engagement (typically Day 7–10 from intake)

Staff Action Steps:

- Clearly state the guest is not meeting the required participation standards
- Identify specific failures or behaviors
- Provide clear, achievable corrective actions
- Reinforce that participation is a condition of continued services

Compliance Window:

Three (3) calendar days

Documentation Requirements:

- Document within 24 hours
- Include:
    - Specific deficiencies
    - Instructions provided
    - Deadline for compliance

C. Written Warning

Timeline: Within 24 hours of failure to comply with verbal warning (typically Day 10–14 from intake)

Staff Action Steps:

- Issue a written warning that includes:
    - Detailed description of non-compliance
    - Summary of prior interventions
    - Required corrective actions
    - Consequences of continued non-compliance
- Review the warning with the guest whenever possible

Compliance Window:

Five (5) calendar days

Documentation Requirements:

- Written warning placed in guest file
- Staff signature required
- Guest signature encouraged (not required)

D. Supervisor Case Review

Timeline: Within 48 hours of continued non-compliance (typically Day 15–20 from intake)

Supervisor Responsibilities:

- Review all documentation and prior actions
- Evaluate whether:
    - Expectations were clearly communicated
    - Reasonable assistance was provided
    - Barriers remain unaddressed

Decision Criteria:

- Is the guest unable to comply despite support?
- Is the guest unwilling to comply?
- Would additional intervention likely change the outcome?

Possible Outcomes:

- Continue intervention with modifications
- Proceed to Final Notice

All decisions must be documented.

E. Final Notice (Pre-Denial of Services)

Timeline: Within 24 hours of Supervisor determination; No later than Day 25 from intake

Staff Action Steps:

- Provide final written or documented notice stating:
    - Continued non-compliance
    - Summary of prior efforts
    - Final opportunity to comply
    - Risk of denial of services

Final Compliance Window:

Three (3) to five (5) calendar days, but not beyond Day 30

F. Denial of Services / Suspension

Timeline: On or after Day 30 from intake

Requirements:

- Shelter Manager and Supervisor approval required
- Decision documented within 24 hours

Decision Considerations:

- Guest engagement vs. refusal
- Safety of staff and other guests
- Resource limitations
- Impact on facility operations

Action Options:

- Temporary suspension (1–7 nights), or
- Denial of continued services

5. Documentation Requirements

At all stages, staff shall:

- Complete documentation within 24 hours of each action
- Maintain records including:
    - Dates and timelines
    - Nature of non-compliance
    - Interventions taken
    - Guest responses
    - Assistance offered
    - Supervisor decisions

Documentation must be:

- Objective
- Fact-based
- Sufficient to support decision-making

6. Consistency and Oversight

To ensure fair and consistent application:

- Shelter Manager and Program Director shall periodically review enforcement actions
- Similar cases shall be handled in a substantially similar manner
- Any deviation from this policy must be:
    - Justified
    - Documented

7. Re-Entry and Reconsideration

Guests denied services may:

Edited 3/30/26

- Request reconsideration after seven (7) calendar days via the appeal process
- Demonstrate willingness to comply with Pathways Plan requirements

Review Requirement:

The appeal team must review the request within three (3) business days

Conditional Re-Entry Requirement

If re-entry is approved:

- The guest must initiate participation in the Pathways Plan no later than the day following re-entry, and
- The guest must demonstrate active engagement consistent with this policy

Failure to Comply After Re-Entry

If the guest fails to initiate participation:

- Services shall be immediately denied
- No additional progressive discipline is required
- Decision must be documented and approved by the Program Director and Executive Director

Finality of Determination

A second denial under this policy may result in extended or permanent exclusion at the discretion of leadership

**Please note that when a deadline for a conversation with a guest falls on an unscheduled work day for the Shelter Manager, the deadline will be moved to the next scheduled work day.

The Bridge on 7th

EMPLOYEE HANDBOOK

Bridges of Hope/The Bridge on 7th reserves the right to change, add to, eliminate, or modify any of the programs, guidelines, policies and information contained in this handbook at its discretion, with or without notice.Updated 1/1/2025

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The Bridge on 7th Employee Handbook

The Bridge on 7th is owned and operated by Bridges of Hope, a 501(c)(3) nonprofit organization. Bridges of Hope's organizational structure includes a Board of Directors comprised of community members from the Brainerd Lakes area, representing education, human services, law enforcement, business and faith communities. The Board provides leadership and oversight to the ongoing formation of Bridges of Hope in planning, budgeting, fundraising, and community networking.

OUR MISSION

To build bridges of support, anchored in Christ's love, between families in the Lakes area and community assets that can help them thrive and gain hope.

OUR VISION

Bridges of Hope links families to community supports and resources. It creates partnerships within the broader community to help strengthen, stabilize, and support families in the Lakes area, sending a message of hope and empowering families to thrive.

GUIDING PRINCIPLES

- Christ calls us to love our neighbor as ourselves.
- Families can be strengthened by formal and informal support.
- Healing happens best in the context of community.
- Having an active faith makes a difference in a person's life.
- We respect diversity, individual needs, beliefs and values.
- Faith communities are in a unique role of offering relationships to those in crisis.

DESCRIPTION OF SERVICES

The Bridge on 7th will provide a safe overnight facility for individuals 18 years of age or older. The shelter may operate between the months of September 1 and June 1 of each year dependent on weather and executive director approval. The shelter will not be open for more than 14 hours on any given night.

The Bridge on 7th is being operated by Bridges of Hope a non-profit organization and will welcome people of all beliefs and religions. All guests will be respected with no imposition of individual beliefs held by staff or volunteers.

Information on referrals and resources for community services will be provided to interested guests.

PURPOSE OF THIS HANDBOOK

The Employee Handbook contains a summary of the policies and procedures in effect at Bridges of Hope also known as the “Organization”, including those that are unique to employees assigned to The Bridge on 7th. This document is reviewed and updated annually.

This Handbook is designed as a resource for the employees of Bridges of Hope who are assigned to The Bridge on 7th. The policies and procedures described here are intended for informational purposes only. The Handbook is not a contract of employment on the part of the Organization or of the employee. The Organization reserves the right, through the Executive Director, to change, add, or delete items in this document with or without prior notification to the employees.

The benefits, policies, and procedures described in this handbook are constantly under review. The Board of Directors reserves the right to make changes with or without notice to meet employee or Organization needs or changing times.

This handbook supersedes and revokes all previous manuals, handbooks, and personnel policies.

EMPLOYEE CODE OF ETHICS

1. Focus on Client Needs

The client’s needs are primary. The purpose of an employee is to meet these needs in a responsible and helpful manner. Employees should act professionally and civilly at all times. No employee will be required to endure hostile or offensive behavior; any such situations are to be brought to the attention of the Shelter Manager or Executive Director for assistance and resolution.

2. Responsibility to the Client

When an employee feels that he/she cannot effectively address a problem, he/she has the responsibility to suggest alternative options for help to the client. This may include contacting another Bridges of Hope staff member.

3. Confidentiality

From time to time, Warming Shelter staff may participate in client staffing at the Bridges of Hope office and/or may come into contact with Bridges of Hope clients. It is of utmost importance to keep a client’s identity and information confidential. Employees are expected to share information regarding clients on an as-needed basis in accordance with the release of information signed by the client. Law enforcement and/or social services may be contacted without client consent in case of an emergency such as statements of harm, child protection,

illegal activity, etc. Employees should make every effort to verify the proper procedures to be followed in these cases; consulting with the Executive Director for clarification as needed.

4. Organizational Responsibility

Bridges of Hope recognizes that employees may need encouragement and support as they assist clients in the community. Bridges of Hope promotes open communication among employees and between employees, Managers and the Executive Director at all times. Employees will be asked to fulfill their time commitments as assigned by the Managers and Executive Director. In the event of unavailability, immediate supervisor or Executive Director must be notified as soon as possible and in advance of the scheduled workday. Employees whose work schedule flexes to a level greater than the agreed upon assignment are encouraged to address the issue with their immediate supervisor.

5. Personal Relationships

Employees are prohibited from forming personal relationships with clients as such relationships can jeopardize client services and program integrity. In the event of an existing personal relationship, employees are required to disclose the relationship to the Executive Director prior to extending services to allow for client reassignment or other actions as deemed necessary.

6. Representing Bridges of Hope

Because an employee personally reflects the values of Bridges of Hope, he/she will make every effort to represent the agency well even when off-duty. Employees assume certain responsibilities to honor the goals, rules, and regulations of Bridges of Hope.

7. Employee Safety

Employees should never put themselves at risk. If an employee has concerns about his/her safety, he/she should immediately notify the Manager or the Executive Director to determine a course of action.

EMPLOYMENT-AT-WILL

Bridges of Hope and its employees have an employment relationship which is known as employment-at-will. This means that either the Organization or an individual employee has the right to terminate employment at any time, for any reason, as long as doing so does not violate any federal or state employment law.

EQUAL EMPLOYMENT OPPORTUNITY

Bridges of Hope provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status,

sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

SALARY ADMINISTRATION

The Organization is committed to paying competitive compensation and benefits that are necessary to attract, retain and motivate quality employees. Periodically the Organization reviews its compensation structure and provides wage adjustments based on factors such as above average job performance, the annual budget, the market, cost of living, etc. However, wage increases are not guaranteed or given solely on the basis of an employee's length of service with the Organization.

WORK HOURS, OVERTIME, AND PAYCHECKS

Business Hours: The Bridge on 7th

The Bridge on 7th is open from 7:00 p.m. until 8:00 a.m.

Work Hours

Each employee is personally responsible for his or her individual time record and reporting it for payroll processing by logging into the payroll system once on the premises. Inaccurate timekeeping or falsification of time records may result in discipline and potential loss of employment.

Payroll

Employees are paid every other week. Supervisors will review and approve timesheets by 11:00 a.m. on the Monday following the last day of the pay period and payroll will be sent to the payroll processor no later than noon on Wednesday. Pay will be direct deposited on Friday. When payday falls on a legal Holiday, pay will be direct deposited the preceding workday.

Your employee earnings record will be provided to you through Smart HR according to MN Statute 181.032 and include all necessary information. Employees are able to view the electronic copy on an organization device and ask for printed copies while at work.

Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Bridges of Hope will not retaliate against you for disclosing your own wages.

Overtime Work

Overtime may be required occasionally of non-exempt employees. Approval from the Shelter Director/Manager is required before overtime is worked. Non-exempt employees will be paid for overtime work at one-and-one-half times the regular rate of pay for time worked over 40 hours in any specific workweek. For definition purposes, the workweek officially begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.

ABSENCE FROM WORK, ATTENDANCE, AND PUNCTUALITY

Reliable attendance and punctuality is expected on the part of employees. Each employee has an important role to play in maintaining a productive workplace, so it is essential for employees to report to work on time and only miss work when absolutely necessary. Tardiness and unexcused absences will not be tolerated by the Organization and may be grounds for disciplinary action, up to and including termination of employment.

If an employee must be absent from work for any reason, other than approved time, he/she should notify his/her immediate supervisor as soon as possible before the start of the employee's normal working hours. If an emergency prevents an employee from notifying his/her supervisor at such time, it is expected that the employee will call as soon as possible during the workday. It is your responsibility to notify your supervisor if you will be more than 10 minutes late for your shift. Employees are expected to call and speak directly to their supervisor or shift supervisor. Texts or emails are not permitted. An employee is allowed to use ESST for a qualifying reason during a typically scheduled shift.

Unexcused absences are as follows:

- No call, no show: When an employee does not inform their employer about their absence and fails to show up for work.
- Unapproved partial-day absences: Leaving early or arriving late without prior approval.

EMPLOYEE CLASSIFICATIONS

1 – Shelter Attendant all shelter attendants will accrue ESST at the rate of 1 to 30.

2 – Team Lead- Leads can carry over up to 48 hours of remaining time into 2025. On January 1, 2025, Leads will have 80 hours of ESST deposited. A lead will accrue vacation based on the handbook.

Holidays

The following four holidays will be recognized by the Warming Shelter: New Year's Day, 4th of July, Thanksgiving, and Christmas. Employees will be paid 6 hours of holiday pay for the 4 holidays based on an average of 20 hours a week worked since their start date.

MN Sick and Safe Time

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave.

Shelter Attendant - Employees will accrue one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year, with a maximum of accrual of 80 hours.

Lead – Leads can carry over up to 48 hours of remaining time into 2025. On January 1, 2025, Leads will have 80 hours of ESST deposited.

A year for purposes of the employee's earned sick and safe time accrual is the calendar year: January 1, 2025 to December 31, 2025.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- making funeral arrangements, attending a funeral service or memorial or addressing financial or legal matters that arise after the death of a family member.

Bridges of Hope will not pay out accrued/unused ESST if an employee leaves their job, either voluntary or involuntary. An employee that transfers departments will retain their accrued ESST. If an employee returns to the organization within 180 days, unused ESST hours will be reinstated.

Notifying employer, documentation

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform your direct supervisor as far in advance as possible,

ideally 7 days before the absence. In situations where an employee cannot provide advance notice, the employee should contact their direct supervisor as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at sickleave.mn.gov.

This document contains important information about your employment. Check the box at the left to receive this information in this language or write at the bottom of the document the language you are requesting.

Retirement

After working for Bridges of Hope for one year, all employees who received at least $5,000 in compensation from Bridges of Hope during any 2 preceding calendar years (whether or not consecutive) and who are reasonably expected to receive at least $5,000 in compensation during the calendar year, are eligible to participate in the SIMPLE IRA plan for the calendar year. Notice will be sent out each year in October/November. Employees can contact the HR, Finance and Operations Director for further information.

LEAVES OF ABSENCE

Personal Leave of Absence

A personal unpaid leave of absence of up to ten (10) days annually may be granted at the discretion of the Executive Director. Employees must submit a leave of absence request form detailing the basis for the requested leave and proposed duration. Consideration will be given to basis for leave request and impact on the organization.

Disability Leave of Absence

In situations where an employee is suffering from a serious medical condition or disability that prevents them from working, the employee may make a written request for a disability leave of absence.

The disability leave of absence applies to employees who are regularly scheduled to work a minimum of twenty (20) hours per week, who have completed twelve consecutive months of employment of 1250 work hours or greater and who are experiencing a disability that prevents them from working with or without reasonable accommodation.

The request for disability leave of absence requires the completion of the Leave of Absence Request and Healthcare Provider Certification to determine eligibility.

The maximum disability leave of absence period for approved disability leaves is the lesser of the length of total disability or six (6) weeks, whichever occurs first. In no circumstances shall the disability leave period exceed six (6) weeks in a twelve (12) month period measured forward from the date leave first began.

The disability leave of absence is unpaid unless the employee has accrued paid time off available or is receiving workers compensation benefits. The application of paid time or workers compensation benefits does not extend the maximum six (6) week disability leave of absence period. Employees must use available vacation and sick leave during the disability leave period.

Holiday benefits and other paid time off benefit accruals are suspended during an unpaid disability leave of absence.

Employees who return to work immediately following the period of disability and prior to the expiration of the maximum disability leave period will be reinstated to the same position or a similar position at the same rate of pay unless such positions are no longer available as a result of organizational changes such as downsizing or position elimination.

After a serious illness, surgery or workplace injury an employee is required to submit a Report of Work Ability.

Should an employee need to make a request for reasonable accommodations under the ADA, they should contact the Finance, HR and Operations Director.

School Conference Leave

Minnesota's School Conference and Activities Leave law allows eligible employees up to 16 hours of unpaid leave from work to attend their child's school conferences and activities each year and for each child (see Minnesota Statute 181.9412).

Parenting Leave

Employees may take up to 12 weeks of unpaid leave upon the birth or adoption of their child. Employees are eligible for this leave regardless of the size or their employer and the amount of time for which they have worked for their employer.

When does the pregnancy and parental leave start?

- The leave must be taken within 12 months of the birth or adoption.
- Employees must request the leave from their employer.
- Employees can choose when the leave will begin.

Employers can adopt reasonable policies about when requests for leave must be made.

If you have paid leave, including sick leave or paid vacation, the amount of pregnancy and parental leave can be reduced so the total leave (parental plus paid leave) is not more than 12 weeks. You only have a right to 12 weeks of leave total for birth or adoption of a child and any pregnancy-related leave, even if you qualify for both FMLA and pregnancy and parental leave. The federal Family Medical Leave Act FMLA requires employers to provide up to 12 weeks of unpaid leave in connection with the birth or adoption of a child or for a serious health condition. You may be entitled to additional leave under FMLA for a nonpregnancy-related serious health condition. You are entitled to employment in your former position or one with comparable duties, hours and pay. You are also entitled to the same benefits and seniority you had before the leave. You may return to part-time work during the leave without forfeiting the right to return to full-time work at the end of the leave. Bridges of Hope will not retaliate, or take negative action, against you for requesting or taking a leave. If you are a member of the U.S. armed services, you may have additional leave rights under the federal Uniformed Services Employment and Reemployment Rights Act.

Nursing Mothers, Lactating Employees and Pregnancy Accommodations

Bridges of Hope will follow MN Statute 181.939 to accommodate nursing mothers, lactating employees and those that need pregnancy accommodations. The organization will provide reasonable break times each day to an employee who needs to express milk. The break times may run concurrently with any break times already provided to the employee and shall not reduce an employee's compensation for time used for the purpose of expressing milk.

Bridges of Hope will make reasonable efforts to provide a clean, private, and secure room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. Bridges of Hope will provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee shall not be required to obtain the advice of a licensed health care provider or certified doula, nor may an employer claim undue hardship for the following accommodations: (1) more frequent or longer restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and employer shall engage in an interactive process with respect to an employee's request for a reasonable accommodation. Reasonable accommodation may include but is not limited to temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. Notwithstanding any other provision of this subdivision, an employer shall not be required to create a new or additional position in order to accommodate an employee pursuant to this subdivision and shall not be required to discharge an employee, transfer another employee with greater seniority, or promote an employee.

Nothing in this subdivision shall be construed to affect any other provision of law relating to sex discrimination or pregnancy or in any way diminish the coverage of pregnancy, childbirth, or health conditions related to pregnancy or childbirth under any other provisions of any other law.

Military Leave

For reserve or active duty, military leave will be treated as required by government regulations according to the MN Management and Budget HR/LR Memo #2014-5 Military Leave revised 1/9/2023.

Jury Duty

Bridges of Hope encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may use Vacation Leave and Bridges of Hope will comply with any benefits required by law. Employees will be paid their full weekly salary (less any jury pay) for any week in which they perform any work for Bridges of Hope while on Jury Duty.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may arrange to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Jury Duty Leave may not be “stacked” consecutively with other available leave.

Leave for Bone Marrow Donations

According to Minnesota statute, Bridges of Hope will provide up to 40 hours of paid leave for the purpose of undergoing a medical procedure to donate bone marrow. Bridges of Hope will require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow.

Voting

Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election or during the time period allowed under section 203B.081 for voting in person before election day, without penalty or deduction from salary or wages because of the absence. Subd. 2. Elections covered. For purposes of this section, "election" means a regularly scheduled election, an election to fill a vacancy in the office of United States senator or United States representative, an election to fill a vacancy in nomination for a constitutional office, an election to fill a vacancy in the office of state senator or state representative, or a presidential nomination primary under chapter 207A.

Employer-Sponsored Meetings and Communications

Bridges of Hope will follow MN Statute § 181.531, which bans employers from holding mandatory employer-sponsored “captive audience” meetings if those meetings are for the

purpose of communicating the employer's opinion on religious or political matters. Bridges of Hope will not threaten to take or take adverse action against employees who refuse to attend or participate in an employer-sponsor meeting, or who refuse to receive or listen to an employer communication, if the meeting/communication is to communicate the employer's opinion about religious or political matters.

The law defines "political matters" to mean those matters "relating to elections for political office, political parties, proposals to change legislation, proposals to change regulations, proposals to change public policy, and the decision to join or support any political party or political, civic, community, fraternal, or labor organization."

"Religious matters" are defined as matters "relating to religious belief, affiliation, and practice and the decision to join or support any religious organization or association."

PERSONNEL RECORDS

Bridges of Hope will maintain a confidential personnel record on each employee, including, but not limited to, job application, training certificates, performance reviews, conflict of interest disclosure form, and emergency contact information. Employees may review this record upon request to their immediate supervisor. Employees may insert a statement in response to any information that is in dispute; this will become a permanent part of their file. Those who terminate employment will be allowed access to their personnel record in accordance with current state statutes.

Employee can make any necessary changes to personal information, withholding exemptions, and bank information within Smart HR.

PERFORMANCE MANAGEMENT

Performance management is an important function for the Organization and is made up of several components, some of which are on-going work direction, monitoring, and scheduled performance appraisals. Formal reviews provide an opportunity to ensure the job description is accurate and up to date, to clarify job expectations with the supervisor and work team(s), and to provide feedback on performance.

The shelter manager will conduct monthly informal performance reviews for all employees and formal reviews will be done seasonally at shelter opening and closing.

WORK RULES & POLICIES

The Work Rules of the Organization are used to define appropriate behavior and accepted practices. The following policies should provide guidance to your daily work activities, as well as your interaction with others.

Team Member Relations

At Bridges of Hope we are committed to fostering an environment that values open communication and is responsive to the needs and concerns of employees, volunteers, clients and partners. Our experience has shown proactive communication that is thoughtful and direct, serves to create a more effective work environment, one where communications are clearer and attitudes more positive. The information that follows serves as a resource to help guide staff in the process for organizational communications.

Policy

Bridges of Hope is committed to address all suggestions and concerns in a respectful and productive manner, as close to the source as possible. Unresolved matters move will move progressively through the Organization with further discussion and resolution at higher levels of authority as may be necessary.

All complaints, formal or otherwise, are regarded seriously by Bridges of Hope and as such, Bridges of Hope encourages those who are considering such action to do so in a thoughtful manner consistent with the high professional and ethical standards of the Organization.

Statement of General Principles

- Suggestions and/or concerns are most effectively addressed among and between the parties directly involved.
- For situations requiring intervention beyond those directly involved, parties are encouraged to address the matter with the next level or supervision and/or management,
- Formal complaints must be described in detail by the complaining party and will often require a written account of the official complaint.
- The subject(s) of the complaint shall be given a full account of the complaint and shall be provided with the opportunity to respond to the allegations.
- The complaint resolution process shall be conducted honestly, fairly without bias and shall not be unduly delayed.

Procedures

Bridges of Hope's Complaint Resolution Process is a four-level process:

1. The complaining party attempts to resolve the complaint as close to the source as possible, generally through informal discussion with those directly involved.

2. If the matter is not resolved, the complaining party is encouraged to address the matter with their immediate Supervisor. The complaint should contain a detailed description of the matter, the remedy sought and other pertinent data. Such discussions should be confined to the complaining party, the supervisor and other relevant parties. The Executive Director is advised of the complaint and resolution and/or outcomes reached.

3. If the matter is not resolved, the Supervisor refers the matter to the Executive Director. The Executive Director will review the matter, assessing information and performing investigations as deemed necessary to determine the appropriate resolution. Such resolution will be communicated to the complaining party and other relevant parties as deemed appropriate.

4. If the matter is not resolved, The Complaining party will be advised of any additional resources that might be available.

Confidentiality

Honesty and confidentiality are imperative in maintaining credibility and providing quality services to the people and communities the Organization serves. Employees are always expected to treat community members thoughtfully and respectfully. As an employee of Bridges of Hope, there will be access to confidential information of the Organization and of the Organization's clientele. Under Minnesota law, employees are prohibited from disclosing, making available or using in any fashion any such confidential information unless authorized to do so by the Organization.

The type of information that is deemed confidential is any information that is proprietary to the Organization or proprietary to others and entrusted to the Organization, specifically including, but not limited to, client information, financial data, donor lists, communication programs, policies, plans, and current or anticipated products or services, etc. In addition, any documents, records, lists or other tangible items that have been prepared, used, or maintained in connection with employment with Bridges of Hope are the sole property of the Organization and must be returned on or before your last day of employment.

Employee Personal Use of Organization Equipment and Materials

Personal use of equipment owned by the Organization is generally prohibited; however, some exceptions exist when reimbursed by the employee:

- Personal copies and faxes may be made when cost is reimbursed to the Organization, at the rate of 10 cents per sheet per copy and 10 cents per sheet per long-distance fax.
- Use of company email, voicemail and Internet, on a limited basis, with the understanding that the Organization owns the computer equipment, telephone and email system. Therefore, an employee should have no expectation of privacy regarding anything created while using the organization's property.

Privacy and Monitoring

Work areas, desks, computers, networks, electronic files, Internet, phone and email systems are considered Organization property. The Organization, without prior notice, retains the right to monitor an employee's activities in these areas and inspect workspaces and materials, packages carried to and from the workplace. Employees waive any right to privacy in anything they create, store, send, or receive while using company property.

Employees are encouraged to make personal calls during a break using their own cell phone, privately and/or away from the workspace of other employees.

Personal Property

In general, the Organization will not be held responsible for any personal property displayed or stored on Organization premises.

Conflict of Interest

On an annual basis, the Organization reserves the right to request a statement from each Board, Committee, and staff member disclosing in writing any potential conflict of interest on the part of the member or their immediate family, which may exist in connection with any transactions with the Organization.

Employees are responsible for notifying the Executive Director of any conflict of interest that may arise over the course of ordinary business transactions where the employee has a financial interest or a position of authority (director, trustee, officer) with an entity in a position to receive Organization resources. Failure to do so will result in disciplinary action up to and including termination.

Acceptance of Gifts

Employees and their families may not solicit or accept gifts, entertainment, or other benefits intended to influence the Organization's business from a customer, vendor, or other current or potential business contacts of the organization.

Dress Code

Bridges of Hope employees are encouraged to dress comfortably and casually to accommodate the physical nature of the work. All Bridges of Hope employees should remember that they are representing the Organization and with this in mind, should:

- Dress out of respect and accordingly for your clients/customers.
- Dress out of respect for coworkers.
- Use the following guidelines in determining appropriate casual attire: do not wear it if you would wear it gardening, jogging, participating in a sport, going out to a dance club or to the beach.

Drug, Alcohol, Cannabis and Tobacco Use

Bridges of Hope is a Drug, Alcohol and Cannabis free workplace. Bridges of Hope bans the possession, use, sale or distribution of marijuana, cannabis, its related products, drugs and alcohol at the workplace. Bridges of Hope prohibits being impaired and/or under the influence of marijuana, cannabis, its related products, drugs or alcohol while work is being performed.

Bridges of Hope's Human Service Office and Common Goods are both smoke-free locations. Tobacco use is prohibited inside the building(s) at all times. A designated area is available

outside for tobacco users. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers with regard to the tobacco-free guideline. Tobacco users have a special obligation to keep tobacco use areas litter-free and not to abuse break and/or work rules.

Violation of the drug, alcohol, cannabis and tobacco use policy may result in discipline and potentially termination of employment.

Offensive behavior

It is the Organization's guideline to promote respect and tolerance. Unwelcome verbal or physical conduct that has the purpose or effect of unreasonably interfering with an individual's work performance, or that which creates an intimidating, offensive, or hostile work environment is not tolerated by Bridges of Hope. Harassment that is based on race, color, creed, religion, national origin, sex, disability, age, or any other classification protected by law is expressly prohibited. Any individual engaging in such conduct will be subject to appropriate action, including discipline or termination. This guideline applies to all employees and prohibits harassment in any form, whether physical, verbal, or visual. Creating or distributing harassing, offensive or discriminatory e-mail is strictly prohibited.

Sexual Harassment

One type of harassment that is expressly prohibited is sexual harassment. Sexual harassment of any employee by another employee, supervisor, manager, agent, board member, or visitor will not be tolerated.

"Sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is a condition of keeping or getting a job, whether expressed in explicit or implicit terms,
- Employment decisions are based on an individual's submissions to, or rejection of, such conduct.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of Prohibited Conduct

The following behaviors are examples of conduct prohibited by this guideline. Please note that these are some examples and are not all-inclusive. If you have a question about whether conduct is permissible under this guideline, you should discuss it with your supervisor, the Executive Director or the Chair of the Board of Directors.

- Use of offensive or demeaning terms which have a sexual connotation,
- Offensive physical proximity or physical contact,

- Any indication expressed or implied, that an individual's job security, job assignment, conditions of employment, or opportunities for advancement or opportunities for training depend or may depend on the granting of sexual favors to any other employee, supervisor, or manager.
- Any action relating to an individual's job status, which is, in fact, affected by consideration of the granting or refusal of social or sexual favors.
- The creation of an atmosphere in which an individual' s work, property, or reputation are demeaned because of the person' s protected class status,
- The expression of jokes or remarks of a sexual nature or which degrade or malign persons of any protected class,
- The use of epithets or slurs based on an individual' s protected class status, and
- The dissemination of materials such as cartoons, articles, pictures, and the like, which have a sexual content or which denigrate persons of a protected class.

This type of behavior is prohibited and should be reported to the Executive Director whether it occurs at the Organization's offices or at an off-site function, and whether it is committed by an employee or non-employee.

Harassment and Offensive Behavior Complaints

An individual who believes he or she has been subject to prohibited harassment or offensive behavior of any category or type should make his or her concerns known by:

1. Telling the person engaging in the harassing conduct or communications that the conduct or communication is offensive, against this guideline, and must stop; and

2. Advising the Executive Director. If a manager or other supervisor learns of any incident in violation of this guideline, the facts must be reported immediately to the Executive Director. If the individual engaging in the offensive conduct or communication is the Executive Director, the individual should contact the Board Chair; and

3. Putting the facts surrounding the harassing conduct or communication in writing. Complaints of prohibited harassment are investigated thoroughly and impartially. The investigation may include interviews with the individual making the charges, the accused individual and appropriate witnesses.

Consensual Relationships

Bridges of Hope recognizes that consensual relationship sometimes exist among staff members which are, or have the potential of becoming, sexual in nature. The Organization generally discourages such relationships, and expressly prohibits those between staff members and clients, as well as those in which one person is in a supervisory capacity over another person. Staff are required to proactively report employee consensual relationships to allow the Organization to assess whether a conflict exists and determine actions required to resolve conflicts as may be necessary.

Retaliation

No retaliation will occur because an individual has, in good faith, reported an incident of suspected harassment. Bridges of Hope, however, recognizes that false accusations of harassment can have a serious impact and requires that such reports not be made lightly or in circumstances that do not demonstrate good faith.

PROHIBITION OF WEAPONS AND WORKPLACE VIOLENCE

The Organization is committed to providing a work environment that is safe for all employees. For this reason, employees are prohibited from engaging in acts or threats of physical violence and from possessing firearms, explosives, or other potentially dangerous weapons while acting in the scope and course of employment. No employee may possess firearms, explosives, or other potentially dangerous weapons within the Bridges of Hope Human Services location, nor within Common Goods. Employees who violate this guideline will be subject to discipline up to and including termination.

If an employee witnesses or is the victim of conduct that violates this guideline, the employee should report the incident to their supervisor or another member of the management team. If the report is made to a supervisor, that supervisor is responsible for reporting the incident to the Executive Director as soon as possible.

MISCONDUCT AND DISHONESTY

Like all organizations, ours is faced with the risks of wrongdoing, misconduct, dishonesty, and fraud. We must be prepared to manage these risks and their potential impact in a professional manner.

For purposes of this guideline, misconduct and dishonesty include but are not limited to:

- Acts which violate the organization's Code of Conduct;
- Theft or other misappropriation of assets, including assets of the Organization, or donors, clients, suppliers or others with whom we have a business relationship;
- Misstatements and other irregularities in the organization's records, including the intentional misstatement of the results of operations;
- Forgery or other alteration of documents;
- Falsification of timecards or requests for payment;
- Fraud and other unlawful acts;
- Any similar acts of misconduct and/or dishonesty.
- The impact of misconduct and dishonesty may include:
- The actual financial loss incurred

- Damage to the reputation of our organization and our employees
- Negative publicity
- The cost of investigation
- Loss of employees
- Loss of donors and partner organizations
- Damaged relationships with our contractors and clients
- Litigation
- Damaged employee morale

The Organization specifically prohibits these and any other illegal activities in the actions of its employees, managers, executives and others responsible for carrying out the organization's activities.

Reporting

It is the responsibility of every employee to immediately report suspected misconduct or dishonesty to the Executive Director. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

Reported Incident Follow-up Procedure

Care must be taken in the follow-up of suspected misconduct and dishonesty to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that follow-up and investigation are underway, and to avoid making statements that could adversely affect the Organization, an employee, or other parties.

Accordingly, the general procedures for follow-up and investigation of reported incidents are as follows:

1. Employees and others must immediately report all factual details in writing as indicated above.

2. The Executive Director has the responsibility for follow-up and investigation as necessary.

3. The Executive Director may obtain the advice of legal counsel as determined necessary.

4. Neither the existence nor the results of investigations or other follow-up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively.

5. All inquiries from an attorney or any other contacts from outside of the organization, including those from law enforcement agencies or from the employee under investigation, should be referred to legal counsel.

6. Investigative or other follow-up activity will be carried out without regard to the suspected individual's position in or relationship with the organization. The Executive Director shall report all fraud violations to the Board.

“WHISTLEBLOWER” PROTECTION

Employees are protected from retaliation under a number of state and federal laws if they refuse to violate a law in performance of their duties, report violations of law by their employer to a public body, or if they take advantage of rights provided by these laws. This whistleblower protection makes it unlawful to discharge, demote, suspend, harass, or discriminate in any manner against any employee who engages in protected activity. Employees who feel that they have received unjust treatment should contact the Chair of the Board of Directors.

No employee, board member or committee member, who in good faith reports a violation of a law or regulation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This “Whistleblower” protection is intended to encourage and enable persons to raise serious concerns without fear of adverse consequence.

The Executive Director, working with the Chair of the Board, is responsible for investigating and resolving all complaints and allegations concerning violations of the policy, laws and other regulatory guidelines. Concerns that involve the Executive Director will be referred to the Board Chair or outside legal counsel for resolution. Concerns regarding accounting practices, internal controls or auditing will be addressed by the Finance Committee. The Executive Director shall immediately notify the Finance Committee of any such complaint and work with the Committee until the matter is resolved.

Anyone filing a complaint must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

The Executive Director or person responsible for carrying out the investigation will acknowledge receipt of the reported violation or suspected violation by writing a letter (or e-mail) to the complainant within five business days.

DISCIPLINARY STEPS

Disciplinary steps may be required and will be taken as appropriate in response to cases of poor performance or violation of work rules and policies. Bridges of Hope reserves the right to take appropriate disciplinary action for situations as listed below, recognizing that this is not a comprehensive list:

- Excessive absenteeism or tardiness,
- Intoxication/impairment on the job,
- Possession or use of illegal substances/cannabis on Organization property, or during Organization work times,
- Careless or negligent handling of Organization materials or money, or theft,
- Inadequate performance of duties,
- Failure to comply with work rules, including those outlined in this handbook,
- Sexual harassment or other types of offensive behavior,
- Willful misconduct or insubordination,
- Breach of professional ethics, including confidentiality; dishonesty,
- Possession of firearms, explosives, or other potentially dangerous weapons while acting in the scope and course of employment.

Examples of disciplinary actions that the Organization may take include written warnings, temporary suspension with or without pay, or discharge with or without notice. Bridges of Hope reserves the right to discipline at its discretion, depending upon the seriousness of any individual situation and the nature of previous performance or incidents. The Organization's management has the sole discretion to determine what behavior warrants disciplinary action and what type of disciplinary action will be imposed. The Organization reserves the right to terminate employees at any time and with or without cause as long as it does not violate local, state, or federal law.

TERMINATION OF EMPLOYMENT

Employment terminations are to be treated in a professional, confidential manner by all concerned. Just as an employee can terminate employment at any time, for any reason, the Organization may also choose to terminate employment with or without notice, for any reason, subject to applicable laws.

The Organization requests an employee who chooses to terminate employment with the Organization to provide a written termination notice to his/her supervisor a minimum of two weeks in advance of anticipated termination date.

Any employee who is absent from work without having notified his/her immediate supervisor of the absence or the reason for the absence will be considered as having resigned after the third consecutive day of absence.

Any employee who leaves work without authorization from his/her supervisor or other authorized Organization representative or otherwise indicates an intention not to continue his/her employment will be deemed to have resigned.

Departing employees are invited to participate in an exit interview with the Executive Director or designee and will be contacted at the representative’s discretion.

Layoffs

Layoffs may occur due to changing Organization needs or structure and/or budget constraints. Every attempt will be made to give employees reasonable notice of impending layoffs.

HEALTH AND SAFETY

The Organization encourages a safe and healthy working environment for its employees, and complies with all applicable safety and right-to-know requirements. The Organization provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. In addition, the following procedures have been defined:

Accident Reporting

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor who will complete an Accident Report. Such reports are necessary to comply with laws and initiate insurance worker's compensation benefits procedures.

Guest Agreement

Name: _____ **Date:** _____

By staying at the shelter, I agree to the following:

- I am 18 years of age or older.
- I will not bring or use alcohol, illegal drugs, non-prescribed controlled substances, or weapons on shelter property. Violations of this prohibition may result in immediate removal and possible suspension or exclusion from services.
- I understand that personal belongings, including coats and bags, are subject to inspection for safety purposes and may be stored by shelter staff. I am allowed one storage bin, and my belongings will be returned at check-out.
- If I am arriving from outside the Crow Wing County service area, I understand my stay is limited to a maximum of two (2) weeks, and I must find other accommodations afterward.
- I understand that I must check out of the shelter no later than 8:00 a.m. each day.
- I understand that morning transportation is provided to the Open Arms Day Center and that if I do not have a personal vehicle, I will be expected to sign up when I check in and use the shuttle the next morning, unless I have verified employment, treatment or other approved daytime plans.
- I agree to treat staff, volunteers, and other guests with respect and to follow reasonable staff directions.
- I understand that I cannot check in after 11:00 p.m. unless I am escorted by the police or arrive with a medical release.
- Lights out is at 11:00 p.m. I agree to remain quiet and respectful during designated quiet hours.
- I understand that fighting, swearing, directed harassment, intimidation, threats, or property damage are not allowed and may result in removal and possible suspension or exclusion.
- I acknowledge that shelter staff may conduct safety searches of my personal belongings and property while at the shelter as part of standard intake procedures or in response to a particularized concern.
- I understand that video surveillance is used in public areas for the safety of staff and guests, and I consent to and acknowledge that I may be recorded while on shelter premises. Private areas are not under video surveillance.

Updated 02/2026

- I understand that the shelter maintains guest confidentiality with Minnesota law. If presented with a warrant or court order law enforcement shall be permitted to enter the shelter. If local law enforcement requests to contact or meet with me while I am on the premises, staff will inform me that law enforcement desires to speak with me. I acknowledge that staff cannot provide me with legal advice.

- I understand that belongings left at the shelter for more than 30 days will be considered abandoned and may be donated or discarded, and that items left outside the building will be discarded immediately.

- I understand that refusing to leave the premises when asked may result in law enforcement involvement and a ban.

- While staying at the shelter, I agree (within 3-5 days of my first night) to actively participate in my Pathways Plan. If no progress is made within 30 days, I understand that services may be denied.

Removal / Zero Tolerance Conduct: The following conduct shall constitute grounds for immediate removal and may result in extended or permanent exclusion from services:

1. Violent conduct;
2. Credible threats of violence;
3. Sexual assault or harassment;
4. Possession of a weapon;
5. Possession, distribution, or sale of controlled substances on site;
6. Any conduct creating an immediate threat to life or safety.

Graduated Discipline for Non-Violent Infractions: For non-violent or non-dangerous infractions, including but not limited to minor behavioral conflicts or failure to comply with procedures, the shelter utilizes a graduated discipline model, which may include: Verbal warning; Written warning; Temporary suspension (e.g., one to seven nights); Extended suspension; e) Permanent exclusion. Disciplinary decisions will be made based on the severity of the conduct, prior history, and safety considerations at the sole and absolution discretion of shelter staff.

I agree to follow these rules and understand that failure to do so may result in removal from the shelter and a ban from future services. I acknowledge that the shelter provides services in good faith and that I remain responsible for my personal decisions and conduct while on the premises. I release The Bridge on 7th, its staff, volunteers, and guests from liability for actions taken on my behalf while I am staying at the shelter, to the extent permitted by Minnesota law.

Guest Signature: _____

Staff Witness: _____

March 16, 2026

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

Dear Mr. Kramvik,

I am writing in response to the Notice of Hearing regarding the request for an Interim Use Permit on behalf of Bridges of Hope to extend the warming shelter's operations to a year-round basis. While I recognize the important role that organizations like Bridges of Hope play in supporting individuals experiencing hardship, I respectfully oppose the request for a year-round permit at its current location.

From a planning and land-use perspective, it is important that facilities providing intensive social services are located in areas where they can be best supported by existing infrastructure and complementary services. In my view, a facility of this nature would be more appropriately located near other community resources that serve similar populations, such as the soup kitchen, the YMCA, and the Northern Pines mental health facilities. Clustering services in proximity to one another can improve coordination of care, increase accessibility for those in need, and reduce unintended impacts on surrounding residential neighborhoods.

As a nearby resident, I have experienced several concerning situations since the warming shelter began operating. On multiple occasions, individuals have entered my yard or the surrounding neighborhood, and I have had to ask them to leave or direct them to the warming shelter. In one instance, I returned from walking my dogs in the evening to find someone lurking within approximately ten feet of my front door (he had stashed his backpack in the landscaping surrounding my house), and another time someone was in the backyard area between my home and a neighbor's house. There was also an incident where someone was observed going through a neighbor's vehicle. These situations have been unsettling and have raised concerns about safety and the overall sense of security within the neighborhood.

There has also been a noticeable increase in litter along nearby streets and trails, including clothing, shoes, beer cans, broken bottles, cigarette packages, and other debris. While I try to pick up some of the trash when I walk in the area, the condition of the neighborhood has visibly declined.

In addition to these direct impacts, I believe it is important for the City to carefully consider how this request aligns with broader planning principles and zoning policies intended to preserve the character and safety of residential areas. Interim Use Permits are often intended to address temporary or seasonal needs, and expanding this use to a year-round operation represents a significant change in intensity that may warrant a more comprehensive review of appropriate location and long-term planning considerations.

While I understand the need for services that support vulnerable members of our community, I believe the City should consider alternative locations that are better suited to accommodate this type of facility and that provide closer access to the network of social and health services already in place.

Unfortunately, I am unable to attend the hearing scheduled for Wednesday to share my comments in person, but I wanted to ensure that my concerns are included in the public record and considered as part of the decision-making process.

Thank you for your time and consideration.

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Jana Shogren has submitted a request on behalf of Bridges of Hope for an Interim Use Permit to operate an overnight warming shelter for the homeless in the Brainerd Lakes Area at 1926 S 7th St. The current Interim Use Permit expires April 30th, 2026. The facility operates between the months of September 1st and April 30th of each year. The applicant is proposing to operate the shelter year-round.

The property included in this application is described as:

LOT 4 BLOCK 3 HOLIDAY INN ADDITION TO BRAINERD
LOT 5 BLOCK 3 HOLIDAY INN ADDITION TO BRAINERD
P.I.N. 41360878
P.I.N. 41360877
Section 36, Township 45, Range 31

The property is zoned GC (General Commercial) District, and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of warming shelters as an interim use as regulated by Section 515-3-43 of the Brainerd Zoning Ordinance. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, March 18th, 2026 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the Interim Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of March, 2026

James Kramvik
Community Development Director

Publication Date: March 7, 2026

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Conditional Use Permit - Exceed Maximum Lot Size - 1017 Bluff Ave

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Bernie Maciej, 7616 Lakeview Drive, Brainerd, is proposing the consolidation of three lots into one parcel on Bluff Avenue to allow for the construction of a single-family home. The three lots will total 11,808 square feet, and the maximum allowed in the TN-1 (Traditional Neighborhood-1) Zoning District is 11,250 square feet. Bluff Avenue had vacated right-of-way portions many years ago that resulted in increased lot sizes.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Planning Commission considered this request and held a public hearing at their meeting on March 18th. The Planning Commission unanimously recommended approval of the Conditional Use Permit to exceed the maximum lot size at 1017 Bluff Avenue, Brainerd.

RECOMMENDED ACTION/MOTION

Motion to approve the Conditional Use Permit as presented that allows for the consolidation of three lots with a total area of 11,808 SF.

FINANCIAL IMPACT

N/A

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 18th, 2026

RE: Consider Conditional Use Permit to Exceed the Maximum Lot Size in a TN-1 (Traditional Neighborhood-1) Zoning District – 1017 Bluff Ave

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REQUEST

PUBLIC HEARING. Conditional Use Permit to consolidate three lots and exceed the maximum lot size requirements of the TN-1 District at 1017 Bluff Ave to allow for the construction of a single-family home.

Bernie Maciej, 7616 Lakeview Drive, Brainerd is proposing the consolidation of three lots into one parcel on Bluff Avenue. The application for a CUP is to exceed the maximum lot size allowed in the TN-1 Zoning District.

CONTEXT

Parcel Number: 41241565

Zoning District: Traditional Neighborhood-1 (TN-1) District

Property Area: 11,808 SF

Adjacent Uses: North: Single-Family home
East: Vacant City Property
South: Single-Family Home
West: Single-Family Home

Adjacent Zoning: North: Traditional Neighborhood-1 (TN-1) District
East: Public/Semi-Public (PSP) District
South: Traditional Neighborhood-1 (TN-1) District
West: Traditional Neighborhood-1 (TN-1) District

AERIAL MAP

FINDINGS OF FACT – CONDITIONAL USE PERMIT

1. The property at 1017 Bluff Ave is located in the Traditional Neighborhood 1 (TN-1) Zoning District.
2. Zoning Ordinance Section 515-2-8-Traditional-Neighborhood-1 states the maximum lot dimension is 11,250 SF without a CUP.
    a. *The applicant has proposed to consolidate three lots into one lot which will equate to 11,808 SF.*
        i. *A vacated right-of-way is the reason this lot exceeds the lot size maximum for the TN-1 District.*
    b. *The proposed use of the property is to allow for the construction of a single-family home.*
3. The Traditional Neighborhood 1 Zoning District is intended to provide for a compact, pedestrian-oriented mix of residential uses. This District reinforces the existing pattern of small, connected lots, blocks and streets and supports future development or redevelopment that is consistent with this pattern.
4. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.

a. The proposed use meets the regulations and standards established in this Ordinance.
    i. An approved CUP allows for properties to exceed the maximum lot size requirements of the TN-1 District.
        1. *The construction of a single-family home in the TN-1 District is a permitted use.*
    ii. According to Section 515-2-8-Traditional-Neighborhood-1 the lot width maximum is 75 feet.
        1. *The three lots proposed for consolidation would have a width of 75 feet.*
            a. *The lot lines could not be adjusted to create two lots as the lot size minimum for the TN-1 District is 50 feet. The applicant is proposing the construction of a single-family home.*
    iii. Single-family homes are a permitted use in the TN-1 District according to *Section 515-3 Appendix A Table of Uses*.
b. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
    i. *The proposed development will not be dangerous, injurious, or noxious to any other property or persons.*
c. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
    i. *The proposed single-family home will be required to adhere to all landscaping requirements of the Zoning Code.*
    ii. *According to Zoning Code Section 515-4-2.A.1.c the building's primary entrance shall be orientated towards a public street.*
d. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
    i. *Single-family home construction is consistent with the neighborhood.*
    ii. *The proposed single family home shall adhere to the design standards of Section 515-4-2 of the Zoning Code which require roof design standards, siding standards, and front façade standards.*
e. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
    i. *There will be no additional traffic or congestion due to this application.*
    ii. *The applicant will be required to meet the off-street parking standards found in Section 515-4-12 of the Zoning Code for single-family homes.*
f. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
    i. *Housing Goal 2 of the Comprehensive Plan: Encourage the preservation and historical significance of existing neighborhoods:*
        1. *Policy 3: Encourage energy efficiency and sustainability in home renovation and new construction.*

2. *Policy 4: Support development and infrastructure improvements that complement the unique architectural styles and development patterns that define individual neighborhoods.*
    a. *Infill development of additional dwelling units on vacant lots in the City is an important housing priority for the City.*
    b. *This property is located in a historical area of Brainerd and the design standards found in Section 515-4-2 will help the proposed structure to produce a visual impression that is consistent with the neighborhood.*

5. **Section 515-2.B.7 Conditions**. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:
    a. Increasing the required lot size or yard setback dimension.
    b. Limiting the height, size, or location of buildings.
    c. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
    d. Regulating the street width.
    e. Increasing the number of required off-street parking spaces.
    f. Limiting the number, size, location, or lighting of signs.
    g. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
    h. Requiring dedication of some open or green space.
    i. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, one party has contacted the Community Development Department for more information on the Conditional Use Permit application for exceeding the maximum lot size in the TN-1 Zoning District at 1017 Bluff Ave., Brainerd.

STAFF RECOMMENDATION

Staff recommend approval of the Conditional Use Permit as presented that allows for the consolidation of three lots with a total area of 11,808 SF.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218-828-2307
www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: 1017 Bluff Ave. Brainerd, MN 56401

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

Property Owner Name: Bernard E Maciej

Street Address: 7616 Lakeview Dr. **City:** Brainerd **State:** MN **Zip Code** 56401

Phone Number: 612-406-3129 **Fax:** N/A **E-mail:** Bernie.Maciej@gmail.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ **City:** _____ **State:** ____ **Zip Code:** _____

Phone Number: _____ **Fax:** _____ E-mail: _____

Description of Request: To exceed the maximun lot size in TN-1

Bernard E Maciej
Property Owner Signature

February 25, 2026
Date

Bernard E Maciej
(Please print name)

_____
Applicant Signature

_____
Date

_____
(Please print name)

(OVER)

Terrace Avenue

LOT 10 | LOT 9 | LOT 13

1/2" PIN lying 0.9' northeast of property corner

Retaining wall

RLS 15234

TERRACE PARK ADDITION
TO THE CITY OF BRAINERD

LOT 8

SEC. 24, TWP. 45, RNG. 31

LOT 14

LOT 7

S38° 21' 52" E 75.15

Northeast line of Lots 4-6, Block 1,
TERRACE PARK ADDITION
TO THE CITY OF BRAINERD

98.36

Northwest line of Lot 6, Block 1,
TERRACE PARK ADDITION
TO THE CITY OF BRAINERD

Retaining wall

BLOCK 1

N 51° 34' 35" E 157.38

5' Side Yard Setback

20' Rear Yard Setback

LOT 6

LOT 15

Property corner falls in retaining wall

RLS 11865

3.32

LOT 5

Total Area = 11,808 Sq. Ft.
Buildable Area = 7,632 Sq. Ft.

39.60

LOT 4

95.04

5' Side Yard Setback

20.00

RLS 11865

Northeast line of vacated
Bluff Avenue

Southwest line of Lots 4-6, Block 1,
TERRACE PARK ADDITION
TO THE CITY OF BRAINERD

Southeast line of Lot 4, Block 1,
TERRACE PARK ADDITION
TO THE CITY OF BRAINERD

157.36

Wood fence

LOT 3

S 51° 39' 52" W

20.00

N 38° 21' 52" W
74.93

10' Front Yard Setback

Vacated Bluff Avenue
See comment in Surveyors Notes

LOT 2

N 38° 23' 03" W
74.92

Southwest line of
vacated Bluff Avenue

Wood fence

39.00

30.00

20.00

RLS 11865

LOT 1

Bluff Avenue

Evergreen Avenue

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

0 10 20
SCALE IN FEET

MAPPING LEGEND

UTILITY POLE
UTILITY POLE ANCHOR
CONCRETE
BITUMINOUS

PROPERTY BOUNDARY MONUMENT LEGEND

- ○ SET IRON PIPE WITH CAP STAMPED "KRAMER 23668"
- ● FOUND IRON MONUMENT
- x COMPUTED POSITION

Legal Description per Document Number 101525

Lots 4, 5, and 6, Block 1, Terrace Park Addition to the City of Brainerd

Surveyors Notes

The property address for the subject property is:

1017 Bluff Avenue
Brainerd, MN 56401

The Parcel Number for the subject property is *41241565.*

The current zoning classification for the subject property is Traditional Neighborhood (TN-1)

This survey was completed without the benefit of a current title commitment or title opinion. Kramer Leas DeLeo, P.C. makes no guarantee that all easements, encumbrances, or appurtenant rights related to the premises property are depicted on this survey.

All structure setbacks should be verified with the City of Brainerd prior to any construction.

The vacated portion of Bluff Avenue shown within this boundary survey may have a clouded title. Bluff Avenue was originally dedicated in the plat of the original Town of Brainerd in 1871. Terrace Park Addition to Brainerd was platted in 1887. at this time Bluff Avenue was shown as 100' wide as originally platted. In 1890, the City of Brainerd vacated the south 20 feet of Bluff Avenue. Proper allocation of the fee title for this 20-foot wide area reverts to the adjacent fee owner of the underlying plat, the Town of Brainerd. Therefore, a case could be made that this area is vested to the owner of the lots on the south side of Bluff Avenue.

Legal Description per Document Number 101525

Lots 4, 5, and 6, Block 1, Terrace Park Addition to the City of Brainerd

NO.	REVISIONS SINCE INITIAL DATE OF	DATE

KLD
KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD

1120 Industrial Park Road
Brainerd, MN 56401
218-828-2263

13 North 19th Avenue
St. Cloud, MN 56303
320-258-1295

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: _____ 01/07/2026
James Kramer MN License No. 23668 Date

PROJECT NO. MACIB2501

CERTIFICATE OF SURVEY

Topographic and Property Boundary Survey

Bernie Maciej
Section 24, Township 45 North, Range 31 West
Crow Wing County, Minnesota

Sheet No. 1 of 1

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Bernie Maciej, 7616 Lakeview Drive, Brainerd has submitted a request for a Conditional Use Permit to exceed the maximum lot size at 1017 Bluff Avenue, Brainerd to allow for the construction of a single-family home. Mr. Maciej proposes the legal consolidation of three lots, parcel ID# 41241565 exceeding the maximum allowed in the TN-1 (Traditional Neighborhood-1) Zoning District.

The properties included in this application are described as:

Terrace Park Addition to the City of Brainerd
LOTS 4, 5 & 6 BLOCK 1
Parcel #'s: 41241565
Section 24, Township 045, Range 031

The property is zoned TN-1(Traditional Neighborhood-1) District. According to Zoning Code Section 515-2-8 Traditional Neighborhood-1, the maximum lot size is 11,250 SF. The proposed lot size of 1017 Bluff Ave is 11,808 SF. A copy of the proposed site plan is on file for review in the Community Development Department.

A Public Hearing will be conducted at the Planning Commission Meeting at 6:00 p.m. Wednesday, March 18th, 2026 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of March, 2026

James L. Kramvik
Community Development Director

Publication Date: March 7th, 2026

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Variance - Non-Conforming Side Yard Setback - 1513 Pennsylvania Ave.

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Raymond T. Kukowski has submitted a variance request to construct a 14' x 26' accessory structure to replace an existing 10' x 20' accessory structure at 1513 Pennsylvania Ave., Brainerd. This property is in the CN-2 (Contemporary Neighborhood-2) Zoning District, and the side yard setback of the existing structure is two (2) feet from the property line. The minimum side yard setback in the CN-2 Zoning District is five (5) feet. The applicant is requesting to maintain the existing two (2) foot side yard setback in order to rebuild a larger garage without constructing it over utilities.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The Planning Commission considered this request and held a public hearing at their meeting on March 18th. The Planning Commission approved the variance with a unanimous vote with a condition of the installation of gutters to direct water away from the neighboring property.

Commission Comments:

Commissioner Duval asked where the alley ends and if the City plows the alley. The alley does not continue through and ends at the tree line. It was determined the sewer and gas lines are located in the rear yard. He asked the applicant if an alley-loaded garage is possible, which the applicant stated it is possible but not desired. He has a disabled son that resides in the home and the garage would be too far away to be accessible.

Commissioner Gorham asked if the current garage has a curb cut and a driveway already established. The applicant stated it does have current accessibility, although the garage is about 10" lower than it should be. The applicant will be bringing in fill and repaving the driveway to level out the property.

No one from the public spoke at the public hearing.

RECOMMENDED ACTION/MOTION

Motion to approve the Variance request for the construction of a 14' x 26' accessory structure as

presented at 1513 Pennsylvania Ave with the condition the applicant install gutters on the structure directed away from the neighboring property.

FINANCIAL IMPACT

N/A

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 18th, 2026

RE: Variance Request for the Construction of an Accessory Structure with a Reduced Side Yard Setback – 1513 Pennsylvania Ave

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REQUEST

PUBLIC HEARING. Variance for an Accessory Structure with a Reduced Side Yard Setback

Raymond T. Kukowski has submitted a variance request to construct a 14' x 26' accessory structure to replace an existing 10' x 20' accessory structure at 1513 Pennsylvania Ave. This property is located in the CN-2 (Contemporary Neighborhood 2) Zoning District, and the side yard setback of the existing accessory structure is currently two (2) feet from the property line. The minimum side yard setback in the CN-2 Zoning District is five (5) feet. The applicant is requesting to maintain the existing two (2) foot side yard setback.

CONTEXT

Parcel Number(s): 41360590

Property Area: 6,600 square feet

Adjacent Uses: North: Residential Single-Family Home
East: Residential Single-Family Home
South: Residential Single-Family Home
West: Residential Single-Family Home

Adjacent Zoning: North: CN-2 (Contemporary Neighborhood-2) Zoning District
East: CN-2 (Contemporary Neighborhood-2) Zoning District
South: CN-2 (Contemporary Neighborhood-2) Zoning District
West: CN-2 (Contemporary Neighborhood-2) Zoning District

AERIAL MAP

STREET VIEW PHOTO

FINDINGS OF FACT

1. The property at 1513 Pennsylvania Ave., Brainerd is in a CN-2 (Contemporary Neighborhood-2) Zoning District.
    a. Section 515-2-7 Contemporary Neighborhood 2 states that the side yard setback for accessory structures must be a minimum of five (5) feet.
        i. *The applicant is proposing to construct a larger accessory structure in place of the existing 200 SF garage that currently has a two (2) foot side yard setback.*
        ii. *The proposed garage is 14' x 26' (364 SQFT).*
        iii. *The applicant is requesting to maintain the two (2) foot side yard setback due to the sewer line connecting the house to the sewer main located in the alley.*
2. Section 515-5-4.B.3, General Provisions and Evaluation Criteria. – Variances shall only be permitted:
    a. When they are in harmony with the general purposes and intent of the ordinance and
        i. The purpose of the CN-2 District is intended for predominately single-family detached residential uses and associated uses. Some single-family attached and multi-family attached uses may be present woven throughout this District. Lots in this District are typically developed with front-loaded garages and principal structures setback and connected to public right-of-way with a private driveway.
3. Section 515-5-4.B.4, Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance;
    a. When they are in harmony with the general purposes and intent of the ordinance; and
        i. *Accessory Structures are a permitted accessory use in the CN-2 District according to Section 515-3 Appendix A: Table of Uses.*
        ii. *The proposed 14' x 26' accessory structure will be built to match the existing house siding type and shingle color.*
        iii. *The accessory structure will not exceed the height of the house and will be of the same roofing material and roof pitch.*
        iv. *According to Section 515-2-7 of the Zoning Code the total number of accessory structures allowed in the CN-2 Zoning District are three, if no attached structures are present.*
            1. *The property currently has two detached structures.*
            2. *The applicant is proposing to replace one detached structure for a total of two detached structures.*
        v. *The total square feet of the proposed accessory structure will be 364 SQFT.*
            1. *According to Section 515-2-7 of the Zoning Code properties in the CN-2 District are allowed to have a total of 750 SQFT of accessory structures.*
                a. *The proposed accessory structure and existing accessory structure will approximately equate to 450 SQFT.*

b. When the variances are consistent with the Comprehensive Plan; and
    i. *The proposed project meets the GOAL 1: Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.*
        1. *Policy 3: Rehabilitate and/or replace substandard housing with units that are decent, safe, healthy, affordable, and of appropriate size to meet the city's current and future housing needs.*
            a. *The existing garage is old and in need of significant repairs or replacement.*
            b. *The existing garage size is inadequate to house existing vehicles. Increasing the garage size will improve the property*

c. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
    i. *The existing accessory structure has a side yard setback of two (2) feet, making it legal non-conforming.*
    ii. *The location of the house and driveway makes it difficult construct the proposed accessory structure with a 5-foot side yard setback.*
    iii. *The applicant does not want to place the accessory structure over the top of the existing sewer line.*

d. The variance, if granted, will not alter the essential character of the locality.
    i. *The construction of this accessory structure will not alter the essential character of the locality as the proposed materials are consistent with the primary structures and neighboring properties.*
    ii. *The proposed accessory structure is located where the existing garage is currently placed and will not alter the property character of the property.*

e. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
    i. *The practical difficulties are not due to economic considerations.*

4. Section 515-5-4.B.5The Board may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
    a. *Staff recommend no additional conditions.*

At the time of this writing, no party has contacted the Community Development Department regarding the variance request.

STAFF RECOMMENDATION

The Community Development Department recommend the approval of this Variance request for the construction of the 14' x 26' accessory structure at 1513 Pennsylvania Ave in the location presented by the applicant.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218-828-2307
www.ci.brainerd.mn.us

FEB 19 2026
CITY OF BRAINERD
COMMUNITY DEVELOPMENT DEPT

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: 1513 Pennsylvania Ave Brainerd Mn.

LEGAL DESCRIPTION: Lot(s): 10 Block: 5 Addition: Woodland Park Addition
(attach description if lengthy)

Property Owner Name: Raymond T Kukowski and Patricia D Kukowski Trust

Street Address: 1715 Hassman Hill Rd. S.W. **City:** Pine River **State:** MN **Zip Code** 56474

Phone Number: 612-386-6778 **Fax:** _____ **E-mail:** RayPatty KI @ Gmail.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ **City:** _____ **State:** ____ **Zip Code:** _____

Phone Number: _____ **Fax:** _____ **E-mail:** _____

Description of Request: Construct larger garage 14'x26' keeping the 2' set back on South Lot Line see print. Reduce rear yard set back to alley as drawn on sketch. Proposed structure not to interfer with Nat Gas and Sewer Lines. Request to remain as front loaded garage. RTK

Raymond T Kukowski
Property Owner Signature

2-19-2026
Date

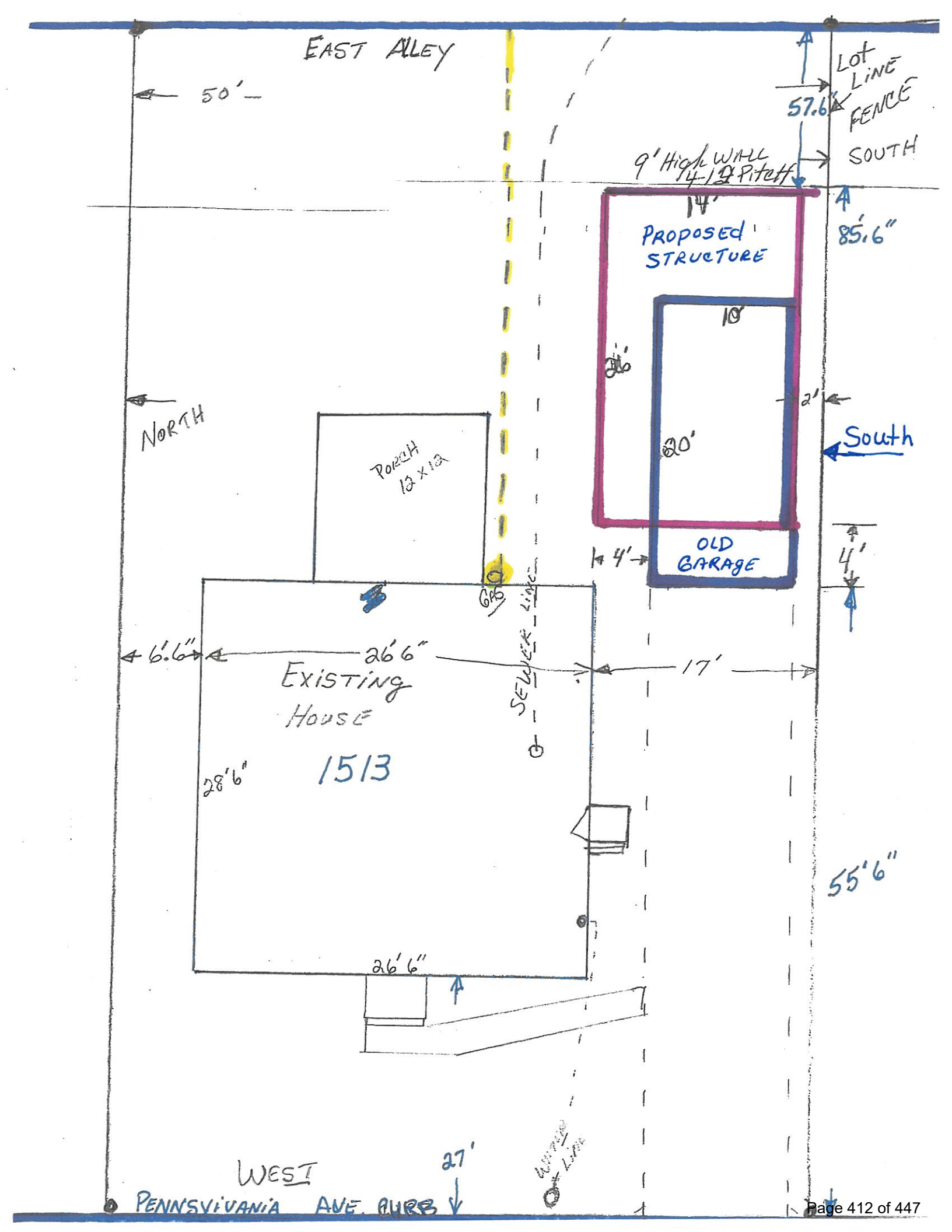
Raymond T Kukowski
(Please print name)

_____
Applicant Signature

_____
Date

_____
(Please print name)

(OVER)


EAST ALLEY
50'
57.6'
Lot LINE FENCE
SOUTH
9' High WALL 4-12 Pitch
14'
PROPOSED STRUCTURE
85.6"
10'
26'
2'
NORTH
PORCH 12 x 12
20'
South
OLD GARAGE
4'
4'
6'6"
26'6"
17'
EXISTING HOUSE
1513
SEWER LINE
28'6"
55'6"
26'6"
WEST
27'
PENNSYLVANIA AVE. CURB

THE NEW GARAGE WILL MATCH HOUSE

Ray K.

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Raymond T. Kukowski, has submitted a variance request for 1513 Pennsylvania Ave., Brainerd, MN 56401. This property is located in a CN-2 (Contemporary Neighborhood-2) Zoning District. The purpose of this request is to construct a 14' x 26' structure to replace an existing 10' x 20' accessory structure that currently has a two (2) foot side yard setback. The applicant requests to maintain the existing two (2) foot setback. The CN-2 Zoning District requires a minimum five (5) foot side yard setback.

The property included in this application is described as:

PID 41360590
WOODLAND PARK ADDITION TO BRAINERD
LOT 10 BLOCK 5

A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, March 18th, 2026 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the variance request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of March, 2026

James Kramvik
Community Development Director

Publication Date: March 7th, 2026

City Council
Agenda Request

MEETING DATE: April 6, 2026

TITLE OF ITEM: Policy - Facility Use

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE
Staff regularly receives requests for facility use. In order to broadly handle these requests, staff has developed a facility use policy to be implemented citywide.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS
This draft policy has been vetted by our city attorney.

RECOMMENDED ACTION/MOTION
Motion to approve attached facility use policy.

FINANCIAL IMPACT
N/A

CITY OF BRAINERD

POLICY: USE OF CITY FACILITIES

1. PURPOSE

The purpose of this policy is to establish clear guidelines governing the use of City of Brainerd facilities. City facilities exist primarily to support the conduct of official city business and activities that further the city's governmental functions, services, and strategic objectives.

It is the intent of this policy to ensure that city facilities are used in a manner that:

- Advances legitimate public purposes aligned with city interests.

- Preserves the availability of facilities for city operations.

- Minimizes risk, liability, and operational disruption.

- Maintains neutrality and compliance with applicable law.

2. DEFINITIONS

For purposes of this policy:

"City Business" means activities conducted by city employees, officials, or authorized representatives in furtherance of official ity operations, services, or functions.

"External Organization" means any individual, group, or entity that is not a city department, employee acting in an official capacity, or governmental partner.

"City-Sponsored Activity" means an event or activity that is organized, endorsed, or formally approved by the city and directly supports city objectives.

"Governmental Partner" means another public agency or entity, including, but not limited to, county, state, or federal agencies, school districts, or joint powers organizations.

3. POLICY STATEMENT

City of Brainerd facilities are not open for general public use.

Use of city facilities shall be limited to:

- Official city operations and functions.

- Governmental partners and interagency collaborations.

- External organizations or groups whose activities directly support or further the interests of the city, as determined by the City Administrator or designee.

Use of city facilities by city staff for official city business is governed by normal departmental operations and procedures and is not subject to the application and approval requirements of this policy.

No person or organization has a right to use city facilities. All use is by permission only and may be approved or denied at the sole discretion of the city.

4. PRIORITY OF USE

Use of city facilities shall be prioritized as follows:

1. City of Brainerd operations and official functions (highest priority).

2. Governmental entities and public safety partners.

3. City-sponsored or city-endorsed programs and activities.

4. Approved external organizations whose use demonstrably furthers city interests.

Approval of lower-priority uses shall not interfere with higher-priority needs.

5. APPLICATION AND APPROVAL PROCESS

This section applies only to external organizations or non-city users requesting use of city facilities. It does not apply to city staff or departments using city facilities for official city business.

All applicable requests for use of city facilities must:

- Be submitted through the designated city process.

- Clearly identify the purpose, organization, and nature of the activity.

- Demonstrate how the proposed use aligns with city interests.

Approval authority:

The City Administrator or designee shall have final authority to approve, deny, or condition use requests.

The city may:

- Impose reasonable conditions on use.

- Limit frequency, duration, or scope of use.

6. REVOCATION AND TERMINATION

The city reserves the right to:

- Revoke or modify approval at any time.

- Terminate an activity that violates this policy or applicable law.

- Deny future use to organizations that fail to comply with policy requirements.

7. ADMINISTRATION

The City Administrator shall:

- Implement and enforce this policy.

- Develop procedures and forms necessary for its administration.

- Ensure consistent and lawful application.

8. EFFECTIVE DATE

This policy shall take effect upon adoption by the Brainerd City Council.

ATTEST: _____

DATE: _____

From:	Jeff Czeczok
To:	James Kramvik; Nick Broyles
Cc:	Toni Gage; John Davis
Subject:	RE: Hotel total expenses Re: Bridge on 7th
Date:	Thursday, April 2, 2026 9:12:49 AM
Attachments:	image001.png

James, thank you very much, but for clarification, you indicated from May 31, did you mean May 1st?

Best, Jeff

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Thursday, April 2, 2026 9:08 AM
To: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; John Davis <John.Davis@ci.brainerd.mn.us>
Subject: RE: Hotel total expenses Re: Bridge on 7th

Hi Jeff,

I have bcc'd City Council to this e-mail. Attached are the redacted invoices from Quality Inn received from CWC from May 31st to August 31st. Staff tabulated the following data:

Total rooms – 524
Total expenses - $36,087

Most invoices included 7 rooms rented on a nightly basis with a few exceptions.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Wednesday, April 1, 2026 1:25 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>; James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; John Davis <John.Davis@ci.brainerd.mn.us>
Subject: Hotel total expenses Re: Bridge on 7th

Greetings, Nick, James,
Just wondering, would it be possible to provide the total expenses CWC reimbursed Bridge on 7th for the period between May 1 through August 31, 2025 regardless of what the invoice covered?

If the data we received indicates the payments were for the hotel and other payments, I was hoping these could be separated.
We received the data a number of months ago but I'm at a loss trying to figure those numbers out.
I want to establish that there were indeed rooms/beds available last summer.

Let me know if you've any questions/concerns.

Thanks much, Jeff

From:	Jeff Czeczok
To:	James Kramvik
Cc:	Nick Broyles; John Davis; Toni Gage
Subject:	FW: shelter permit
Date:	Thursday, April 2, 2026 2:14:49 PM
Attachments:	Outlook-fmdxzzbd.png summer 2025 invoices.pdf

Greetings,
Jana provided clarification on a number of items.
Please forward to the Mayor and CC along with the attachment.
Also, because of the financials being provided in a PDF, I'm unable to discern.
Any chance I can get assistance?

Regards, Jeff

From: Jana Shogren <jana@bridgesofhopemn.org>
Sent: Thursday, April 2, 2026 10:56 AM
To: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Subject: Fw: shelter permit

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

Jeff,

Thank you for your response and for taking the time to review this information. I'm happy to provide clarification on the questions I am able to answer.

Total number of individuals who stayed at the hotel last summer:
I would refer you to the county for this information. They were responsible for determining who was placed at the hotel, prioritizing individuals with the highest vulnerability. Our role was limited to nightly check-ins and providing overnight supervision. This arrangement served no more than 10 individuals at a time.

Rooms paid for:
This was managed directly by the county, so I do not have access to those details.

Total paid to Bridges of Hope staff for the summer:
Please see the attached invoices for detailed figures.

To provide additional context:

- **May:** Our shelter manager was funded through the grant to meet with guests at the library and at Lighthouse Beginnings Open Arms Day Center, focusing on housing support. Staff time was also allocated to closing the shelter for the season, as well as organizing and completing seasonal maintenance. One week of the shelter lease was covered during this period.
- **June, July, and August:** Reimbursements were provided for overnight supervision of individuals staying at the hotel.
- **Additional reimbursements:**
    - Cleaning supplies transported from the shelter
    - Staff training time in August
    - Two weeks of the shelter lease in August, used for staff training and preparing to reopen the shelter

Guest access to services during the summer:
The Lighthouse Beginnings Open Arms Day Center operated Monday through Friday. When requested, their staff provided transportation for guests. Additionally, staff from Northern Pines Mental Health Center and Crow Wing County met with some individuals at the hotel during the day. As these services were not provided directly by our team, I'm unable to speak to them in detail.

Overall, many of the individuals we had been serving in the spring dispersed over the summer months. Both our staff and Lighthouse staff experienced challenges maintaining consistent contact, which significantly disrupted progress that had been made. This was not an ideal situation, and it reinforced our preference to provide services within our own facility, where both staff and guests have familiarity, consistency, and better access to support.

Over the past year, we have worked diligently to address concerns raised by the council and city staff. We look forward to sharing more about those efforts during our presentation on Monday evening.

I appreciate your engagement on this issue and hope this information is helpful.

See you on Monday.

Jana

Jana Shogren
Executive Director
(218)-825-7682
jana@bridgesofhopemn.org
PO Box 742, Brainerd, MN 56401
www.bridgesofhopemn.org

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From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Wednesday, April 1, 2026 11:47 AM
To: Jana Shogren <jana@bridgesofhopemn.org>
Subject: RE: shelter permit

Greetings, Jana,

Thanks for this invitation to follow up with you.

I do have some questions related to last summer and the availability of beds at the hotel some of which we discussed in january.

Are you able to provide me the total number of folks who stayed overnight at the hotel during the months of May through August of 2025?

I guess I'm looking for total rooms both paid for and total beds/nights of said individuals that stayed overnight.

Also, did Bridge on 7th staff get paid for their time at the hotel and how much was the total dollars paid to Bridge on 7th during the summer?

Not just for staff at the hotel, but also any other dollar amounts provided to Bridge on 7th from CWC through the state grant.

I'm most interested in confirmation of how some of the needs were met for those who required beds throughout the summer while the Bridge on 7th was not operating.

This is also a question I have on how these individuals were, or were not able to access assistance from the Lighthouse.

Additionally, were the individuals that stayed at the hotel able to get transportation or any other services they would've otherwise been able to access if the Bridge on 7th remained open throughout last summer?

I look forward in learning whatever it might be you can provide.

Thank you.

Sincerely, Jeff

From: Jana Shogren <jana@bridgesofhopemn.org>
Sent: Monday, March 23, 2026 1:42 PM
To: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Subject: shelter permit

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

Jeff,

Thank you for your time at the meeting in January to work toward common ground regarding the shelter permit and the potential for year-round operations. As I am sure you are aware, the Planning Commission has forwarded our permit request to the Council with their support. We are currently working on the additional policy language Chief Davis spoke about during that meeting.

If you have any questions or would like to talk about our request prior to the meeting, please let me know.

Thank you,

Jana

BRIDGES OF HOPE

Jana Shogren
Executive Director
(218)-825-7682
jana@bridgesofhopemn.org
PO Box 742, Brainerd, MN 56401
www.bridgesofhopemn.org

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Bridges of Hope

INVOICE

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE #	DATE
2025-5	6/1/2025

BILL TO

Tami Lueck
Crow Wing County Community Services
204 Laurel Street, PO Box 686
Brainerd, MN 56401

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Library Meet Ups	8	29.23	233.84
Open Arms Meet Ups	84	29.23	2,455.32
Meetings and committees	20	29.23	584.60
Staff Meetings- BW	6.00	29.23	175.38
Staff Meetings - NM, RW, KG	18.00	17.00	306.00
			-
Cleaning/organizing/painting	40	29.23	1,169.20
1 week of shelter lease	5	90.87	454.37
			-
			-
			-
			-
			-
			-
			-
	SUBTOTAL		5,378.71
	TAX RATE		0.000%
	TAX		-
	TOTAL	**$**	**5,378.71**

If you have any questions about this invoice, please contact

Bridges of Hope

INVOICE

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE #	DATE
2025-6	7/1/2025

BILL TO

Tami Lueck
Crow Wing County Community Services
204 Laurel Street, PO Box 686
Brainerd, MN 56401

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
KG Staff Time at hotel	176	$ 17.00	$ 2,992.00
RW Staff Time at hotel	101.5	$ 17.00	$ 1,725.50
NM Staff Time at hotel	122	$ 17.00	$ 2,074.00
			$ -
Cleaning supplies brought from shelter to hotel	1.00	$ 500.00	$ 500.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
		SUBTOTAL	$ 7,291.50
		TAX RATE	0.000%
		TAX	-
		TOTAL	**$ 7,291.50**

If you have any questions about this invoice, please contact

Bridges of Hope

INVOICE

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE #	DATE
2025-7	8/1/2025

BILL TO

Tami Lueck
Crow Wing County Community Services
204 Laurel Street, PO Box 686
Brainerd, MN 56401

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
KG Staff Time at hotel	221	$ 17.00	$ 3,757.00
RW Staff Time at hotel	39.5	$ 17.00	$ 671.50
NM Staff Time at hotel	227.5	$ 17.00	$ 3,867.50
			$ -
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
		SUBTOTAL	$ 8,296.00
		TAX RATE	0.000%
		TAX	-
		TOTAL	**$ 8,296.00**

If you have any questions about this invoice, please contact

Bridges of Hope

INVOICE

PO Box 742

Brainerd, MN 56401

Phone: 218-825-7682

INVOICE #	DATE
2025-8	9/2/2025

BILL TO

Tami Lueck
Crow Wing County Community Services
204 Laurel Street, PO Box 686
Brainerd, MN 56401

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
KG Staff Time at hotel/shelter trainings	176.39	$ 17.00	$ 2,998.63
RW Staff Time at hotel/shelter trainings	61.82	$ 17.00	$ 1,050.94
NM Staff Time at hotel/shelter trainings	197.25	$ 17.00	$ 3,353.25
TB Staff Time at Trainigs	26.05	$ 20.00	$ 521.00
GH Staff Time at Trainings	14.67	$ 17.00	$ 249.39
TP Staff Time at Trainings	13.37	17.00	227.29
JS Staff Time at Trainings	15.12	17.00	257.04
			-
2 weeks of shelter lease	14	90.87	1,272.18
			-
			-
			-
			-
			-
			-
	SUBTOTAL		$ 9,929.72
	TAX RATE		0.000%
	TAX		-
	TOTAL		**$ 9,929.72**

If you have any questions about this invoice, please contact

From:	Nick Broyles
To:	Jeff Czeczok; Toni Gage
Cc:	Mike ODay; Jessie Dehn; Paul Sandy BPU
Subject:	RE: Sidewalks - Who"s responsible?
Date:	Thursday, March 26, 2026 4:33:31 PM
Attachments:	image001.png

Jeff,

Thank you for your question, and I have BCC'd the full council on this response.

The city's current assessment policy states that "the city does not typically assess for new sidewalks, but may from time to time assess for the entire cost of repairs." In practice, when sidewalks are constructed or repaired as part of a street reconstruction or resurfacing project, the city has historically not assessed those costs. This is largely due to the difficulty in demonstrating the "special benefit" to adjacent properties as required under Minnesota statute 429.

Once a sidewalk is in place, city code section 805.11 governs. This is likely what Kelly was referencing during the North Brainerd sidewalk repair project. At that time, the city identified a small number of qualified contractors, and property owners were given the option to contract directly with them for sidewalk repairs adjacent to their properties. Section 805.11 places the responsibility on the abutting property owner to maintain sidewalks in a safe condition, with repairs completed in accordance with city standards.

Specifically to your question, the city has generally continued to install and repair sidewalks as part of larger reconstruction or resurfacing projects without assessing the associated costs. Regarding standalone sidewalk maintenance, although the code places responsibility on the property owner, in recent years, the council has allocated budget funds to complete repairs proactively. As a result, the City has typically handled these repairs rather than pursuing complaint-driven enforcement or assessments under Section 805.11.

Please let me know if you would like additional information.

Regards
Nick

Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Thursday, March 26, 2026 2:00 AM

To: Toni Gage <tgage@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Mike ODay <moday@ci.brainerd.mn.us>; Jessie Dehn <jdehn@ci.brainerd.mn.us>; Paul Sandy BPU <psandy@bpu.org>
Subject: RE: Sidewalks - Who's responsible?

Hi Toni,
Thanks for the documentation, but due in part because of the entire packet reading like this:
“Itisstaff’srecommendation thatthissectionoftheCharterbestruckinitsentirety.
2. “TheCityCouncilshallhavepowertodesignatedistrictsorportionsofthestreetsandalleysof theCityforthepurposeofcleaningthesameandmayprovideforthecleaningofsuchdistricts…”

And because of how I’m confused with the wording in the revised charter language and how it applies or doesn’t apply to the ordinance language, and how I cannot read the packet, I’m unable to make zero sense of it.

All I’m looking for is the answer to my question:
Who is responsible for sidewalk installation?
City, or property owners?

Thanks, Jeff

From: Toni Gage <tgage@ci.brainerd.mn.us>
Sent: Wednesday, March 25, 2026 10:03 AM
To: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Mike ODay <moday@ci.brainerd.mn.us>; Jessie Dehn <jdehn@ci.brainerd.mn.us>; Paul Sandy BPU <psandy@bpu.org>
Subject: RE: Sidewalks - Who's responsible?

Hi Jeff,
Attached are Chapter 5 from the Charter previous to October 2022, Ordinance 1538 from October 2022 repealing the streets chapter in its entirety, and the memo from the Charter Commission meeting in which this was discussed. In the memo City code 805.11 is referenced to be removed, it was not removed after the passage of the Charter.

Here also is a link to when the Charter Commission discussed this item:
https://www.youtube.com/live/IJTVeIXlqh4?si=lyE5V443HjffpSrJ&t=2025

Toni

From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Wednesday, March 25, 2026 9:31 AM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>
Subject: Sidewalks - Who's responsible?

Greetings, Nick,
A question was raised about whom is it that is responsible for the cost of installation of sidewalks during the last CC meeting.
May I please be provided with the city code or whatever is available indicating whom it is that is responsible for the installation and perhaps the repair/maintenance of city sidewalks.

Thanks, Jeff

From:	James Kramvik
Cc:	Nick Broyles; Stephanie Bestul; Toni Gage
Subject:	Comprehensive Plan Update
Date:	Thursday, April 2, 2026 3:48:10 PM
Attachments:	image001.png goals and policies list.docx

Hi All,

I have bcc'd all Planning Commission and City Council members to this e-mail. Bolton and Menk staff are getting started on our comprehensive plan update process. They would like to start with getting feedback on our existing goals and policies and assess whether they are complete, if not what level of priority we'd give them, or no longer a priority. Bolton & Menk would like the survey completed by April 8th if possible. When you are done, please email it back to me and I will forward them to Robin Caufman, their Project Manager, to compile the results. Please let me know if you have any questions.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

Land Use					
Goal or Policy	**Completed**	**1 – 3 Years**	**3 – 5 Years**	**5+ Years**	**Irrelevant**
GOAL 1: Support mixed-use development that is focused on integration instead of the separation of land uses.					
1) Deploy smart growth principles to achieve economic, environmental, and community aspirations					
a. Mix land uses.					
b. Take advantage of compact design.					
c. Create a range of housing opportunities and choices.					
d. Create walkable and bikeable neighborhoods.					
e. Foster distinctive, attractive neighborhoods with a strong sense of place.					
f. Preserve open space, farmland, natural beauty, and critical environmental areas.					
g. Strengthen and direct development toward existing neighborhoods.					
h. Provide a variety of transportation options.					
i. Make development decisions predictable, fair, and cost-effective.					
j. Encourage community and stakeholder collaboration in development decisions.					
2) Develop complete neighborhoods that meet the needs of all people within a comfortable walking or bicycling distance.					
3) Allow a mix of land uses in appropriate locations, leading to lively neighborhoods.					
GOAL 2: Through thoughtful planning, maintain the unique identity of the city and all the appropriate land uses that support it					
1) Support development that enhances the identity and community character of Brainerd					
2) Ensure appropriate transitions between rural and urban areas through appropriate land use practices.					
3) Promote reinvestment in the city's main highway corridors					

and downtown.					
4) Help existing places thrive.					
5) Encourage mixed-use neighborhoods that are walkable and bikeable, ones that provide the daily services that residents need within walking distances of their homes.					
6) Maintain the appropriate blend of historical and modern structures.					
7) Encourage development proposals that seek to rehabilitate historic structures through adaptive reuse.					
GOAL 3: Support and invest in the incremental enhancements of quality of life.					
1) Endorse a vibrant downtown and support investment within our corridors.					
2) Encourage and attract stores and services for the daily needs of our community.					
3) Ensure a wide range of housing types for all income levels					
4) Provide equitable access to parks, open spaces, and recreation opportunities.					
5) Take strides to become a pedestrian-friendly community.					
6) Preserve our natural resources and spaces, specifically the Mississippi River.					

Community Character					
Goal or Policy	**Completed**	**1 – 3 Years**	**3 – 5 Years**	**5+ Years**	**Irrelevant**
GOAL 1: Preserve and repurpose historic assets.					
1) Seek small-scale opportunities to reinforce local history and identity through incentives and programs.					
2) Develop local preservation initiatives.					
3) Make downtown a destination within the community.					
4) Transform historic sites to serve today's contemporary needs through adaptive reuse.					
5) Support the transition of businesses in the community and provide new business owners with the tools and programs necessary to rehabilitate old structures.					
6) Strike a balance between preserving historic structures and building new within all land uses.					
GOAL 2: Enliven the community through intentional community design.					
1) Provide flexible spaces for programming and events.					
2) Transform downtown as the social hub of the community and the region.					
3) Enhance community connections making Brainerd the hub of the region.					
4) Become a year-round, 24/7 community: a place where you can live, work, play, stay, and learn.					
5) Become the hub for cultural events, experiences, public art, and music.					
GOAL 3: Enhance the city's unique identity where the appropriate blend of historic and modern structures co-exists.					
1) Communicate a design vision through guidelines or standards for structures, site design, building materials, and other requirements meant to accentuate the community image.					
2) Collaborate with developers and builders on future development and/or redevelopment proposals to ensure					

high-quality design.					
3) Identify historic structures and strongly encourage preservation through incentives and programs.					
4) Seek small-scale ways to integrate community identity, fused with local history.					
5) Encourage the adaptation of historic sites in decline to serve contemporary needs					

Housing					
Goal or Policy	**Completed**	**1 – 3 Years**	**3 – 5 Years**	**5+ Years**	**Irrelevant**
GOAL 1: Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.					
1) Complement Brainerd's entry-level and affordable housing options by encouraging other move-up and mid-to upper-end, market-rate housing options.					
2) Expand home ownership and rental opportunities through rehabilitation and new construction.					
3) Rehabilitate and/or replace substandard housing with units that are decent, safe, healthy, affordable, and of appropriate size to meet the city's current and future housing needs.					
4) Facilitate the maintenance of existing housing and rental units to ensure they are in decent, safe, and healthy condition.					
5) Ensure an adequate supply of quality and affordable housing units for current and future residents.					
GOAL 2: Encourage the preservation and historical significance of existing neighborhoods					
1) complement the unique architectural styles and development patterns that define individual neighborhoods.					
2) Develop friendly, safe, and welcoming neighborhoods that encourage interaction through all stages of life.					
3) Seek ways to encourage mixed-use development/redevelopment in and around the downtown area.					
4) Identify the historic nature of each neighborhood throughout the city.					
5) Encourage the creation of neighborhood associations					
6) Encourage energy efficiency and sustainability in home renovation and new construction.					
7) Support development and infrastructure improvements that					
GOAL 3: Ensure quality living conditions for all residents.					
1) Encourage continued and timely enforcement of all					

maintenance codes, and continue to monitor and inspect all properties.					
2) Promote the maintenance and rehabilitation of all properties. 3)					
4) Monitor properties in foreclosure and keep an inventory of tax-forfeited parcels.					
5) Engage residents (owners and renters) to become engaged in their neighborhood, which can lead to retention.					

Mobility					
Goal or Policy	**Completed**	**1 – 3 Years**	**3 – 5 Years**	**5+ Years**	**Irrelevant**
GOAL 1: Maintain, develop, and adapt a dynamic multimodal transportation system within Brainerd that seamlessly accommodates all users.					
1) Balance the competing needs and safety of local traffic, bicycles, and pedestrians, and ensure the efficient transfer of freight through the City of Brainerd.					
2) Consider innovative designs, signage, technologies, and access management to ensure mobility and reduce congestion.					
3) Continue to maintain and celebrate Brainerd's expansive trail network, and consider opportunities to expand it through logical local, regional, or statewide connections.					
GOAL 2: Continue to work collaboratively with MnDOT, federal and state agencies, neighboring cities, the private sector, residents, and other agency partners to improve the mobility network in the region.					
1) Expand the local road system thoughtfully, strategically, and sustainably where growth and demand dictate.					
2) In consideration of fiscal constraints and long-term maintenance, prioritize the maintenance of the existing transportation network, and only expand thoughtfully and strategically.					
GOAL 3: Elevate consideration of other modes of transportation such as public transit, bicyclists, and pedestrians to the same level of automobile users.					
1) Recognize, respond to, and prioritize the increased demand for public transit.					
2) Implement the top two to three goals and strategies of the five-year transit plan.					
3) Consider ways to leverage the Regional Transportation Coordinating Council (RTCC) to maximize ridership and efficiency					

4) Identify the most pressing challenges facing Brainerd/Crow Wing Public Transit and take steps to address them.					
GOAL 4: Commit to creating remarkable bike and pedestrian connections from neighborhoods to the downtown that are safe, efficient, and aesthetically pleasing					
1) Thoughtfully consider opportunities for additional bicycle and pedestrian-friendly infrastructure.					
2) Invest in community-wide signage to help residents navigate the community and to destinations (universally compliant					
3) Work with residents to collectively reinvest and reimagine public spaces that are in the heart of the community.					
GOAL 5: Utilize the airport to provide a convenient global gateway that safely and efficiently generates economic vitality in a sustainable and responsible manner.					
1) Determine ways to maximize the customer experience within the Passenger Terminal Building through arts, entertainment, and improved communication devices					
2) Continue relationships with expanding airlines and seek air service through another hub city.					
3) Work with area economic developers to attract new aeronautical businesses and airport tenants for the development of additional land along the extended taxiway.					
4) Utilize the airport to provide a convenient global gateway that safely and efficiently generates economic vitality in a sustainable and responsible manner					

Economic Development

Goal or Policy	Completed	1 – 3 Years	3 – 5 Years	5+ Years	Irrelevant
GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth					
1) Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.					
2) Invest in community improvements that will spur and support revitalization or redevelopment.					
3) Evaluate the near and long-term fiscal impacts of annexation and development proposals.					
4) Reclaim underutilized infrastructure within the city (industrial sites, rail lines, parking lots, blighted structures, vacant blocks).					
GOAL 2: Support our workforce and help them thrive.					
1) Collaborate with local partners and stakeholders to address industry workforce needs, creating a career and education pathway for residents of all ages.					
2) Encourage access to advanced education or certification programs, workforce development, and job training opportunities.					
3) Support the expansion of transit hours of operation in an effort to support our workforce during all shift times					
4) Support the ability to enable residents to work within close walking and biking distances from where they live.					
5) Expand transit opportunities to the various business clusters, or concentrated areas with high business density, throughout the community.					
GOAL 3: Help local businesses grow and attract new businesses in our neighborhoods, along our main corridors, and in our downtown.					
1) Support current businesses through a variety of programs, resources, and offerings.					
2) Attract new businesses best suited for the community's					

assets, increasing local employment options and building the city's tax base.					
3) Encourage entrepreneurs to start their own businesses					

Park & Recreation					
Goal or Policy	**Completed**	**1 – 3 Years**	**3 – 5 Years**	**5+ Years**	**Irrelevant**
GOAL 1: Brainerd will maintain a quality parks system that meets the recreational needs of a variety of users.					
1) Add green space and public plazas in a manner that makes them conveniently accessible to all residents and prioritizes function and aesthetics.					
2) Enhance the natural environment throughout the community.					
3) Collaborate with landowners, developers, and other partners to link parks, neighborhoods, and public spaces with a network of greenways and multiuse trails.					
GOAL 2: Brainerd will collaborate with local community partners to maximize the value and impact of the park system.					
1) Provide opportunities to partner with public and private entities to enrich the lives of residents, visitors, and students.					
2) Provide opportunities to partner with wellness providers to utilize the park system and encourage active living to improve community health					
GOAL 3: Seek ways to expand event programming for each park in order to highlight the unique qualities of each neighborhood.					
1) Work with area artists to integrate public art into neighborhood parks.					
2) Expand outdoor programming and tailor it to the demographic needs of the neighborhoods.					
3) Enhance and expand sports facilities and/or programming.					
4) Enhance and expand year-round recreation activities, including active and passive options for all ages and abilities.					
5) Seek ways to enhance or expand health and wellness initiatives for families and residents of all ages.					

Facilities & Infrastructure

Goal or Policy	Completed	1 – 3 Years	3 – 5 Years	5+ Years	Irrelevant
GOAL 1: Improve the overall image of the city.					
1) Maintain public infrastructure and facilities to attract and maintain residents.					
2) Increase connectivity to adequate and affordable broadband and other infrastructure development throughout the community					
GOAL 2: Preserve the history and small-town feel of Brainerd.					
1) Support orderly, efficient growth while protecting historical areas.					
2) Support façade improvements while keeping the historic look of infrastructure.					
3) Preserve, enhance, and integrate greenscapes into the built environment.					
GOAL 3: Provide quality water/power and wastewater systems that support new and existing development and redevelopment; all while being adaptive to change.					
1) Coordinate infrastructure replacement projects with other road and infrastructure improvement projects.					
2) Encourage the use of stormwater best management practices to improve local and regional water quality.					
3) Promote education and incentive programs to conserve water quantity and quality.					
4) Ensure adequate water/power supply to meet the long-term needs of the community.					
5) Steer city development to energy and resource conservation by promoting renewable energy sources, protecting our water supply, and leveraging the hydroelectric dam.					

Public Safety

Goal or Policy	Completed	1 – 3 Years	3 – 5 Years	5+ Years	Irrelevant
GOAL 1: Brainerd will protect and provide for the safety of residents and visitors.					
1) Make efficient use of existing facilities to ensure access to emergency services for all residents and visitors.					
2) Strategically plan for and implement maintenance and expansion in a fiscally and environmentally responsible manner.					
3) Continuously seek visitors to eradicate crime through innovative and contemporary strategies, including preventative, proactive, and responsive measures.					
4) Sustain fire protection through a combination of up-to-date facilities and fleet vehicles, technology, out-reach, and community engagement initiatives.					
5) Build, secure, and maintain efficient public facilities that enhance the character and priorities of Brainerd and its neighborhoods.					
GOAL 2: Evaluate and improve Brainerd's emergency management.					
1) Ensure equal access to emergency services throughout the city.					
2) Seek new or emergent emergency management initiatives or opportunities.					
3) Continuously seek education opportunities for emergency personnel and key city staff to ensure emergencies are dealt with expertly when (not if) they happen.					
4) Conduct a vulnerability assessment.					
GOAL 3: Continue to seek out and foster partnerships to better prepare the public and city staff for emergencies and natural disasters in the context of a changing climate.					
1) Actively participate in the Crow Wing County Hazard Mitigation five-year planning process.					
2) Seek resources and opportunities available through Homeland Security and Emergency Management (HSEM).					
3) Seek resources and opportunities available through Federal Emergency Management Agency (FEMA).					

Natural Resources					
Goal or Policy	**Completed**	**1 – 3 Years**	**3 – 5 Years**	**5+ Years**	**Irrelevant**
GOAL 1: Protect and preserve our waterways, wetlands, and wooded areas, and identify threats to native species within and around the city.					
1) Identify corridors along the Mississippi River and other streams or wetlands that could accommodate low-impact developments, such as trails or greenspaces, in order to preserve these natural resources for future generations.					
2) Utilize greenways to connect residents and neighborhoods to open spaces and natural areas.					
3) Preserve natural open spaces for habitat and scenic recreational qualities of the city.					
4) Encourage best management practices for managing runoff.					
GOAL 2: Increase access to open space.					
1) In concert with surrounding communities and county government, become a world-class destination by connecting trails, the Mississippi River, history, and culture					
2) Provide access for residents and visitors to walk and enjoy a variety of open and natural spaces found within Brainerd.					
3) Engage in partnerships with local stakeholders and champions that build on the value of the natural re-source system.					
4) Develop education and outreach programs that teach residents the importance of preserving our natural resources.					
5) Collaborate with all layers of government on the restoration and management of natural resources					