



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, May 4, 2026 @ 7:30 PM

The public is invited to attend these meetings in person

Dial in by phone

[+1 469-250-2695](tel:+14692502695)

City Council - Meeting Access Code: 315 202 150#

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

Safety and Public Works Committee held: Council Chambers at 6:00 PM

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

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

1. **Call To Order**

2. **Roll Call**

___ J. Czczok ___ G. Johnson ___ K. Stunek ___ K. Yeager ___ T. Erickson ___ K. Bevans ___ 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. **MN Lawful Gambling - BFD Relief Association**

E. **Event Application - Corpus Christi Procession**

F. **Event Application - GnarBQ**

G. **Event Application - Track & Field Day**

- H. **Event Application - Memorial Day**
- I. **Public Auction - Designate Temporary Watermain Materials as Surplus and Authorize Sale**
- J. **Hiring - Water Serviceworkers Evan Petron and Matthew Poythress**
- K. **Promotion - Police Officer Rachel Reed to Sergeant**
- L. **Promotion - Operations Manager Trenton Hawkinson to Electric Director**
- M. **Hiring - Summer Temporary Employees**
- 6. **Public Forum**
Time allocated for citizens to bring matters not on the agenda to the attention of the Council -
Time limits may be imposed
- 7. **Presentations**
- 8. **Council Committee Reports**
 - A. **Personnel & Finance Committee**
 - 1. Request for Annex Space - Friends of the Library
 - 2. Memorandum Of Agreement (MOA) - IBEW BPU Union setting wages for Water/Wastewater Operator
 - 3. Personal Leave of Absence Request - Meter Tech/Locator David Nelson
 - B. **Safety & Public Works Committee**
 - 1. Solicit Proposals - 2026 Large Patching Project
 - 2. Final Pay Request - Imp 24-07 - Lowell Safe Routes to School
 - 3. Change Order #4 - Improvement 17-12
 - 4. FY 2027 - 2029 Professional Engineering and Architecture Services Pool (On-Call Roster)
 - 5. Construction Program Manager Proposal - Bolton and Menk - 2026 Construction Season
 - 6. Professional Surveying and Design Services Proposal - Bolton and Menk - Laurel Street between SE 13th Street and SE 17th Street
 - 7. Discussion on Small Cell Wireless Facility Permit
 - 8. Southwest Brainerd Stormwater Study
- 9. **Unfinished Business**

A. Call for Applicants

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

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

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

Library Board-- 1 term (Expire 2027)

Public Utilities Commission - 1 term (Expire 2026)

Transportation Advisory Committee- 2 terms (Expire 2027)

Council President Recommended: (terms expire on 12/31 of said year)

Airport Commission -- 1 term (Expire 2028)

Planning Commission- 1 term (Expire 2028)

Water Tower Committee—2 terms

B. Final Reading- Ordinance 1601 - Charter Amendment Public Utilities

10. New Business

A. First Reading - Ordinance 1602 - An Ordinance Amending Section 705 - Water System

11. Staff Reports

(Verbal: Any Updates since Packet)

12. Mayor's Report

13. Council Member Reports

14. Adjourn

15. Council Communications

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, Czeczok, Johnson, Stunek, Yeager, Erickson (virtually), and O'Day. Mayor Badeaux was also noted as present.

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

Member Johnson requested moving the Interim Use Permit for 1926 S 7th St below the presentations.

Member Czeczok requested to add an item to Safety and Public Works regarding parking on Front Street and removing the task manager from the consent calendar.

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO APPROVE THE CONSENT CALENDAR WITH THE REMOVAL OF THE TASK MANAGER.

Approval of Bills

Approved as on file in the Administrator's Office.

Approval of Minutes

Approved March 16, 2026 and March 26, 2026 minutes as presented.

Department Activity Reports

Approved reports as presented.

Hiring - Summer Temporary Employees

Approved the hiring of the 2026 Summer Temporary employees as presented.

Promotion - Sergeant Derek Pallansch to Deputy Police Chief

Approved 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.

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

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

MN Lawful Gambling Application - American Legion

Approved 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 1115 Wright Street.

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

Task Manager

Member Czczok asked to have the request to Baxter for either the letter or council minutes referencing the Wastewater Treatment Facility property annexation that Member Bevans referenced at the 3/2/26 meeting added to the task manager.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO APPROVE THE TASK MANAGER WITH THE REQUEST TO ADD AN ADDITIONAL ITEM.

Council Members Bevans, Czczok, 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 7:34 p.m.

No one came forward.

The chair closed the public forum at 7:35 p.m.

Presentations

Camp Ripley Annual Update

Colonel Fink, Camp Ripley Garrison Commander, gave the annual community brief for Camp Ripley.

Member Czczok asked about morale after finding the downed airman and about the wildfire that recently affected camp.

Colonel Fink stated that morale is a personal matter and the wildfire origination is undetermined.

Bridges of Hope

Jana Shogren, Executive Director – Bridges of Hope, gave an overview of the Bridge on 7th's commitment to strengthening the approach to positively impacting the lives of unhoused people by including partners and actively collaborating with law enforcement.

Bill Wear, Shelter Manager, outlined data on the guests of the shelter. The shelter provided 4435 nights of sleep, 53% of those stays were less than 30 days.

Samantha Barron, Program Director, gave a real-life story of guests of the shelter.

Member Czczok thanked Ms. Shogren for her email responses. He stated that there were previously a lot of pushbacks and negativity from the organization. He asked about the closest shelters to Brainerd and stated that due to geography the City is now a centralized location for homeless people. He stated that there were opinion pieces that stated that the City Council was inhumane and amoral. He asked about the hotel rooms made available through the grant provided by the State last summer. He asked about the amount of the grant, and whether she saw a correlation between passing the camping ordinance and the number sheltered.

Ms. Shogren stated that the service area of Bridge on 7th is Crow Wing County and surrounding communities. She cannot take responsibility for community members' statements. The hotel rooms were made available for the most vulnerable folks. Bridges of Hope was not involved in deciding who was served and who wasn't. They were only involved in staffing the hotel as they had experience in supervising individuals. She stated that the grant from the state is \$180,000 bi-annually. The shelter utilizes the grant by reimbursement per bed while it is open.

She cannot determine whether there is a direct correlation with the camping ordinance and the number of guests at the shelter. She stated that the number of guests has steadily increased year after year.

Interim Use Permit Amendment (IUP) – Year-Round Warming Shelter – 1926 S 7th Street

Community Development Director Kramvik gave an overview of the interim use permit and conditions. The Planning Commission unanimously recommended the approval of the interim use permit.

Member Johnson thanked Chief Davis for all of the work he has done working with Bridges of Hope to put together an acceptable request. He asked Chief Davis how he feels about the proposed public safety plan and if it is sufficient to move forward.

Chief Davis stated that he was very clear about his concerns as far as a year-round shelter. Since that time, the organizations have worked closely with law enforcement to address concerns. The plan has not necessarily alleviated all his concerns, but the plan is reasonable enough to support a one year, year-round interim use permit.

Member Yeager asked whether ordinance 1521 allows for warming shelters, whether Bridges on 7th meets the definition of warming shelter as described in ordinance 1521, and whether they meet the requirements of ordinance 1521.

Community Development Director Kramvik confirmed that ordinance 1521 does allow for warming shelters, Bridges on 7th is meeting the definition of a warming shelter, and they meet all of the requirements.

Member Czczok asked about the variation of 3-5 days the plan includes is for guests to seek services through Lighthouse Beginnings.

Chair O'Day stated that the goal is to have people working towards a solution, some people don't need to have three to five days to find a resolution.

Ms. Shogren stated that she agrees with Chair O'Day and stated that the range was to accommodate for the potential of multiple new guests on one day and allowing partners time to process their intake and pathways plan.

Member Czczok asked about the term "disorderly manner". He also asked about the outdoor camping ordinance and whether anyone has been convicted for being in violation of the camping ordinance.

Chief Davis stated that there may not be strict definition of the term disorderly manner. However, the Police Chief will continually work with Bridges of Hope throughout the year and observing calls and responses would provide firsthand knowledge. If situations start to become alarming the department could bring the matter before Council. He stated that the department has dealt with several violations of the camping ordinance, but he is proud to say that they have worked with community partners in addressing the underlying issues and citations have not been issued. The department has been directing individuals to Bridges of Hope or the Crow Wing County response team.

Mayor Badeaux asked about the letter from the law firm of Bridges of Hope. He asked how quickly an interim use permit can be revoked.

Attorney Langel stated that there is flexibility with an interim use permit and the City has a process for revoking the permit.

Member Johnson commented that he would like to see the adhering to the pathways plan as a condition for approval. He commended Police Chief Davis & Jesse Jones from Lighthouse Beginnings for their work making the plan. Whether or not he trusts Bridges of Hope is irrelevant, he trusts Jesse Jones. If the Police Chief is happy and there are public safety components, then he agrees with the one-year permit.

Member Erickson commented that he appreciates the history provided by Bridges of Hope. At the time, he supported the seasonal shelter but still has concerns about creating a permanent culture of independence for at risk populations to come to Brainerd for services. The responses from the organization previously were indignant in the denial of the yearlong permit. He thanked Ms. Shogren and Police Chief Davis for their dedication to creating a plan and acknowledging the concerns of the Council. He does not think this could have moved forward without acknowledging and addressing concerns by residents, law enforcement, and the City Council.

Mayor Badeaux echoed the comments of Member Johnson of Lighthouse Beginnings. When people are honest about true outcomes and fight through a tough space, there can be progress. He asked Chief Davis whether prior to the camping ban, the situation was unstable. This is a service that has a great responsibility, the tough conversations weren't being had but now are with Bridges of Hope. From a city standpoint, there are safeguards with the IUP if situations arise.

Chief Davis stated that the situation was alarming. Since the camping ordinance has been in place the situation has improved.

Chair O'Day thanked all those who contributed to the plan before the Council. There wasn't structure during the day, which was the main concern. We have a duty to take care of our most vulnerable citizens.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK TO APPROVE THE 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 OR IS NOT FOLLOWING THE PATHWAYS PLAN AS PRESENTED 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.

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

Council Committee Reports

Safety and Public Works Committee

Construction Contract and Bid - Nor-Son Construction for Fire Station Renovation

Committee Chair Erickson stated that the original estimate was \$5.5 million. He asked Chief Holmes to give the high points of his presentation from the committee meeting.

Chief Holmes stated that the current project cost reflects necessary adjustments to the estimate are driven on the long-term usefulness of the station and mitigates further maintenance costs in the short-term. Addressing the needs of the station now is significantly more cost

effective than managing as a separate project. There has been an 8% increase in steel and 20-30% increase in copper as of the beginning of 2026. He remains diligent looking for funding opportunities.

Public Utilities Director Sandy stated that construction prices are very volatile, especially those with petroleum products. The pressures are seen in this bid cost. There is no end in sight. In working with Chief Holmes, he believes that they have done a great job trying to reduce the cost.

Member Czczok stated that the committee couldn't discuss this item fully. He believes that items like these should be presented to the full Council to avoid repetition.

Member Johnson stated that he opposes the contract based on two factors. One, \$5.5 million dollars was not the estimate, it was the budgeted amount. Adding half a million dollars to the budget that isn't planned for isn't a small thing. Two, he doesn't know if it's legal to add or remove items after a bid.

Member Yeager stated he had questions about deferred maintenance and when that maintenance would have been done. He doesn't like rolling a bunch of deferred maintenance in when there is a capital plan. He also asked about long-term warranty on shiny objects. It will cost about \$160,000 per year to do the maintenance on the objects in the long term.

Member Erickson stated that he understands this is not insignificant dollar amounts. However, he sees the value in renovating the current station. He sees the "shiny objects" as really nuts and bolts items. He asked Finance Director Hillman to clarify bonding details.

Finance Director Hillman stated the station was in the budget for \$5.5 million, but the City needed to be under contract with Widseth in order to get a better estimate. The City was planning on issuing bonding about \$5,160,000 and use some cash on hand. The cost of issuance would need to be added to this amount. The rough estimate came in very high and has come down considerably. The City is now looking at bonding about \$5,654,238.

Chair O'Day asked how much this would change the levy.

Finance Director Hillman stated that she hasn't figured that out completely. Assumptions could be made from the YMCA request. Assuming the City would authorize using the rent amount charged to the service area, and that the bonds would be for 20 years, estimated at 4-5% in the levy.

Member Czczok stated that changing the bid after solicitation is concerning to him. He stated he would have appreciated seeing the e-mail Finance Director Hillman sent to Member Erickson. He stated that the Council all agreed at the retreat at the Library that the Fire Station was a priority and now here we sit with questions that should have been addressed before now.

Mayor Badeaux stated that he loves the Fire Department, however, he will push back on the substantial increase to the budget as he would with any other department.

Member Bevans stated that he can't agree more with everything other Members have said, but if the City doesn't do this today it will cost more tomorrow.

Member Stunek told a story about saving the City money the wrong way that he saw while serving 43 years in the Fire Department. The Council cannot keep kicking the can down the road for someone else to fix the right way.

Member Erickson stated that Member Johnson brings up a good point with the bidding. The gordian process was used. He asked if that process allows certain changes to scope.

Engineer Dehn stated that the process is not uncommon in the area. The process works with a set value of costs, identifying the items needed, and they put the contract together based on those figures.

Chair O'Day stated that maybe if the city had used a different process, it would have been a more manageable amount. He reminded the Council that this Fire Station is within the city limits unlike options the Chief provided for stations in Baxter.

Member Yeager asked about reducing the scope of work.

Chief Holmes stated that there may be more value engineering abilities. However, they don't want to not do something that will need to be done in three to five years just to reduce the contract now.

Member Johnson commended the Fire Department for including everything it needs and is aware that the prices go up every year. However, the Council needs to hold its departments accountable to the budget.

Member Czczok asked Member Johnson what he would propose if the contract isn't accepted.

Member Johnson stated that he would expect that the contract be reviewed more to bring the cost into budget.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE THE CONSTRUCTION CONTRACT WITH NOR-SON CONSTRUCTION AND APPROVE TOTAL PROJECT COST OF \$5,994,282.76.

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

Review Classification - Non-Conservation Tax Forfeit Parcels

Committee Chair Erickson gave an overview of the properties. Staff is recommending maintaining PID41250756 due to municipal utilities being present within the parcel. The City can concur with the non-conservation status later.

Member Yeager stated that the main is a site condition. He questioned why the City would retain one of the properties just due to the utility.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO CONCUR WITH THE NON-CONSERVATION OF PARCEL 41241606 SO IT MAY BE PLACED ON THE COUNTY TAX FORFEIT LAND SALE AND DISAPPROVE WITH THE CLASSIFICATION OF NON-CONSERVATION FOR PARCEL 41250756 DUE TO THE PRESENCE OF MUNICIPAL UTILITIES WITHIN THE PARCEL.

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

Proposals - 2026 Sanitary CIPP Lining

Committee Chair Erickson gave an overview of the proposals. There was \$100,000 budgeted for the project. Replacing these pipes would be very expensive and potentially impossible.

Member Johnson stated that as pointed out, the budget for the project is \$100,000. He asked if the bid alternate would have been presented if the project cost had been over \$100,000.

Chair Erickson stated that staff proposed the add. There are other manholes that will need the same repair and doing it at the same time of the repair will be more efficient.

Member Czczok asked about the cost of the add on. He also asked about the funds available in the sanitary sewer fund.

City Engineer Dehn stated that if you waited to do the add on it would be more and the City would be accessing private property twice. The cost for the lining was budgeted for in the sanitary budget. The lining projects are included in the current rate study.

Member Johnson asked for balance of the sanitary sewer fund. He further asked if the balance was above or below zero. He would guess below zero.

Finance Director Hillman stated that she could not provide the number off the top of her head.

Member Czczok stated that the City is constantly in arrears for sanitary sewer because they won't spend the money to fix things when a solution is available. He believes that not approving the bid alternate is kicking the can down the road for someone else to deal with.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK 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, TOTALING \$111,965.

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

Proposal - College Drive Guardrail Repair

Committee Chair Erickson stated the guardrail on College Drive was recently struck and is in need of repair for safety.

Member Yeager stated that the bid excludes many services, staff has assured him that the City will not need to utilize the excluded services and the amount of the bid is final.

Chair O'Day asked about the driver paying for the liability.

City Engineer Dehn stated that the driver fled the scene, so the City is not able to file a claim against their insurance. The guardrail is now a safety hazard and a liability to the City.

Member Johnson asked which fund the cost would come out of.

City Engineer Dehn stated that the intention was to use the streets repair operating and maintenance line item.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE THE PROPOSAL FROM ERICKSON INFRASTRUCTURE IN THE AMOUNT OF \$15,625 TO REPLACE THE COLLEGE DRIVE BRIDGE GUARDRAIL.

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

Vacant Building Fee - 224 N 5th Street

Committee Chair Erickson gave an overview of the property. The Committee recommends taking no action. The property is to be sold this month and staff can work with the future property owner on the proposed pending assessment.

Community Development Director Kramvik stated that the property owner had the opportunity to speak at the public hearing to contest the assessments that are currently on the property. They did not speak at the hearing. The \$7,000 was assessed to the property in 2025 for pay year 2026. The new owners will have the opportunity to work with staff or contest the proposed pending assessment for 2026 at the public hearing which will be held this October. He stated that the assessment that is currently certified to the parcel will need to be paid at the time of closing for which the current owner and new owner need to agree upon who will pay it.

Member Yeager stated that he understands the current assessment against the property will be paid at the time of closing. He is open to the new owner working with staff to redevelop the property.

Member Johnson agreed with Member Yeager stating that Council has forgiven assessments in the past with other new property owners who have chosen to work with staff to improve the property.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO TAKE NO ACTION.

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

Proposal - Professional Services Agreement with SEH for the Development of City Standard Details and Specifications

Committee Chair Erickson gave an overview of the agreement.

Public Utilities Director Sandy gave an overview of the benefits of the standard details and specifications document. He gave an example that it would have been helpful for the Kueper's project. It will reduce staff time and assist developers. The Public Utilities Commission has approved use of unbudgeted funds for the project. The payment for the agreement would be \$10,000 from the City Construction Fund, \$10,000 from the BPU Water Distribution Enterprise fund, \$10,000 from the City Sanitary Sewer Collection Enterprise Fund, \$5,000 from the City Stormwater Enterprise fund, and \$5,000 from the BPU Wastewater Lift Station / Forcemain Enterprise fund.

Member Johnson stated that this is one of the goals Paul stated he had in his job interview. He's glad to see the item so soon.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE SEH'S PROPOSAL, IN AN AMOUNT NOT-TO-EXCEED \$40,000, AND AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SEH.

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

Event Application – American Legion (added item)

Committee Chair Erickson gave an overview of the application. Four parking spaces will be closed in front of the American Legion each Thursday during the school year.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE THE EVENT APPLICATION SUBMITTED BY THE AMERICAN LEGION.

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

Personnel and Finance Committee

Retirement - Business Office Supervisor Jana Pernula

Committee Chair Johnson stated that Ms. Pernula has worked with the City for 32 years. They appreciate the early notice of her retirement so that staff can be onboarded and work with Ms. Pernula for a month before her retirement.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK 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.

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

Resolution - Amendment to DLP Investments (Royal Tire) Redevelopment Agreement

Committee Chair Johnson stated that Council previously directed staff to amend the redevelopment agreement. This resolution will do so.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT RESOLUTION APPROVING THE FIRST AMENDMENT TO CONTRACT FOR PRIVATE REDEVELOPMENT WITH DLP INVESTMENTS, LLC.

RESOLUTION 24:26

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

Request for Parks Long-Term Maintenance Funds - Epoxy Floor Coatings

Committee Chair Johnson stated that the Park Board is requesting the use of long-term maintenance funds to maintain the longevity of the floors.

Mayor Badeaux stated that this is for concessions which is a requirement to have epoxy floors, and bathrooms where it is needed to reduce the smell. There was potential for sponsors for the floors so they may not have to use the funds.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO APPROVE \$14,786.60 FROM THE PARKS LONG-TERM MAINTENANCE FUNDS FOR THE EPOXY FLOOR COATING.

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

Unfinished Business

Committee Resignation – Jeremy Powell from the Planning Commission and Declare Vacancy Expiring 2027

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ACCEPT JEREMY POWELL'S RESIGNATION FROM THE PLANNING COMMISSION AND DECLARE VACANCY EXPIRING 2027.

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

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 2027) 1 term (Expire 2028)

Water Tower Committee—2 terms

YMCA Community Pool Funding

Finance Director Hillman stated that 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 City could finance the YMCA pool by issuing tax-exempt general obligation tax abatement bonds. Since there is not a revenue stream to offset the annual principal and interest payments, the total estimated annual debt payment would need to be part of the City's annual debt levy.

Chris Hogan, Municipal Advisor - Baker Tilly, gave an overview of the funding analysis. She noted that the cost of issuance is limited to 2% of the cost of the bonds as the YMCA is a 501(c)3.

Member Johnson asked what the impact would be on the tax rate. He was expecting to see the debt service and amortization schedule. He asked the assumed interest rates.

Ms. Hogan stated that she did not do a tax impact but did do a debt service financing estimate. She could come back to Council with the tax impact. Baker Tilly assumed current interest rates at 10, 15, and 20 years.

Shane Riffle, CEO - YMCA, stated that the number is large, but the opportunity is big for the City of Brainerd. He sees the new pool as a if it were a new park. It is a generational investment which he believes will spur business development.

Member Czczok stated that he really struggles with this decision, especially with discussions earlier in the meeting about being over budget. One thing about parks, is that in 2023 or 2024, the Council highly praised the Park Board for all the work put in to preserving our current parks. He asked what the citizens would have to do to show residency. He also asked the details of the aquatic center as the City has not seen specifics, if there are firm commitments on \$30-\$34 million that the Y is seeking, and asked whether 501(c)3 in Brainerd have the intention to do good work.

Mr. Riffle stated that they would utilize addresses to determine whether or not visitors live in the city. He gave the details of the aquatic center, activities, and other services. The \$30-\$34 million needed to complete the project has not been secured. He has submitted a grant to Sourcewell and there is a fundraising committee to secure the rest of the funds. He stated that he was surprised at the process that the Council would go through to contribute to this project. He is supportive of finding out more information. The monthly cost to each household would only be about \$4-\$6. He believes the community loves the YMCA.

Member Czczok stated that he loves the YMCA too, but he must look out for the taxpayers. He referenced Member Erickson's statement from a previous meeting regarding picking and choosing which 501(c)3 to support. He had heard this statement also in Charter Commission when they were discussing the arboretum. He questioned the \$52 million economic impact statements Mr. Riffle made. He stated that the letters of support from businesses that have been being received by Council Members have been from businesses outside of the city. We're talking about Brainerd taxpayers supporting the project. He asked multiple questions about whether there is a policy regarding transgender participants in locker rooms and activities.

Mr. Riffle stated that the future locker rooms will be private locker rooms and declined to answer Member Czczok's question about a policy on transgender participants.

Member Johnson stated that the speed of government may, in this case, be faster than the private sector. The City of Brainerd does not need to be the first on the board for this project. Once more funding sources are lined up, it's better determined what the discounts and opportunities for citizens would be, and what the building would look like, and the City could further explore the funds. This is a sticker shock but the City should continue working with the YMCA to get details.

Member Yeager asked about conduit debt.

Mr. Riffle stated that conduit debt didn't seem like it would help. The YMCA needs an anchor partner. This is where the community can do something to make the lives better for its community members. He hopes to take the time to further explore the project.

Member Johnson stated that he supports the project, has sticker shock on the number, but there is no need for a yes or no tonight.

Member Bevans asked about timing.

Mr. Riffle stated that there is a timeline to get funding secured due to one of the funding sources or to submit for a referendum if needed.

Mayor Badeaux asked staff to research the timing of a referendum.

Member Erickson stated that he spent the earlier part of this meeting getting beat up over recommending guardrail repairs, cost overruns to sanitary sewers, and the fire station remodel project. He has a hard time justifying the cost of the YMCA project with the infrastructure and maintenance needs the City has. He thanked Mr. Riffle for reaching out to him they had a great conversation. He's glad to hear others talking about a referendum.

Chair O'Day stated that he supports continuing to explore possibilities for the project. It is a sticker shock especially with having the fire station renovation this year as well.

Member Czczok stated that he doesn't understand the term "sticker shock" here. The number Mr. Riffle has been proposing since the beginning has been \$4 million.

Member Bevans asked whether the YMCA pays property tax.

Mr. Riffle stated that they do not.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO TAKE NO ACTION AT THIS TIME AND CONTINUE WORKING WITH THE YMCA.

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

Annexation Discussion — Riverside Drive

Community Development Director Kramvik gave an overview of the next steps for the Orderly Annexation and the City's options.

City Engineer Dehn stated that the amount of the connection charge could be revisited to provide clarity to property owners who have been requesting the details.

Member Johnson stated that this is how he saw the original orderly annexation agreement working out. He thinks it is a good agreement. The City should go back to the County and explain the City's needs, they may have better understanding.

Chair O'Day stated that he understands that the connection charge is a limiting factor. He believes addressing the charge at some time is needed. When a property needs to connect to utilities, that's when they need to annex.

Member Czczok asked how this agreement changes the process that we have today.

Community Development Director Kramvik stated that currently if you are connected to municipal utilities, it is difficult to annex. If there is no orderly annexation agreement for the area, it presents considerable difficulty for the City and homeowner.

Member Erickson stated that he supports the option from a city standpoint. However, having heard from residents in the unorganized territory and his own neighbors he will not be supporting the motion.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO DIRECT STAFF TO AMEND THE ORDERLY ANNEXATION AGREEMENT (OAA) WITH THE FOLLOWING ANNEXATION ELIGIBILITY: PROPERTY OWNER INITIATED ANNEXATION. EACH SEPARATELY DEFINED "PARCEL" WITHIN THE OAA SHALL BECOME ELIGIBLE FOR ANNEXATION BY PROPERTY OWNER PETITION IF THE PARCEL ABUTS THE CITY'S MUNICIPAL BOUNDARY LINE. OR 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".

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

New Business

Public Hearing and Resolution - 2026-2030 Capital Improvement Plan

Finance Director Hillman stated that staff has been working on the spring bond issue. As part of the debt issue, the City plans on issuing CIP bonds for the fire station remodel. The final dollar amount for the bonds will be set at a separate meeting. A super majority is required to issue CIP bonds.

Chair O'Day opened the public hearing at 10:04 p.m.

No one came forward.

Chair O'Day closed the public hearing at 10:05 p.m.

Member Johnson asked about a timeline to adopt this. He stated that he will vote no, this would codify him approving the plan to overspend on the budget, when he already stated at this meeting to go back to the drawing board to see if costs can be under \$5.5 million for the renovation.

Finance Director Hillman stated that the public hearing needed to be held, the capital improvement plan needs to be adopted, and the resolution to provide approval for the issuance of bonds could be held off.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT 2026-2030 CAPITAL IMPROVEMENT PLAN.

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

Finance Director Hillman clarified that the City Council is not adopting the amount to be bonded. That will happen within the next thirty days.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO ADOPT RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PLAN AND PROVIDING APPROVAL FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER.

RESOLUTION 25:26

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

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

City Engineer Dehn stated that the City held an informational meeting on March 26th.

Chair O'Day opened the public hearing at 10:08 p.m.

Robert Morris, 416 Fairview Ln, wonders when the project will take place. The townhomes would like to resurface their driveway after the construction.

Steve Johnson, 2601 S 11th St, stated that the City should be paying for the improvement on south 11th street as the graders and plow trucks use it the most.

Bob Palmer, 1919 Birchridge Dr, asked about the project plans. He is in favor of Spruce Drive.

Chair O'Day closed the public hearing at 10:16 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT RESOLUTION WHICH ORDERS THE IMPROVEMENT AND PREPARATION OF THE PLANS FOR IMPROVEMENT 25-06 – BRAINERD RESURFACING.

RESOLUTION 26:26

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

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

Community Development Director Kramvik gave an overview of the CUP allowing the applicant to exceed the maximum number of parking spaces.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO APPROVE THE CONDITIONAL USE PERMIT AMENDMENT THAT ALLOWS FOR 90 OFF-STREET PARKING SPACES AT 1410 & 1424 THIESSE DRIVE.

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

Conditional Use Permit - Exceed Maximum Lot Size - 1017 Bluff Ave

Community Development Director Kramvik gave an overview of the CUP to exceed the maximum lot size.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK TO APPROVE THE CONDITIONAL USE PERMIT AS PRESENTED THAT ALLOWS FOR THE CONSOLIDATION OF THREE LOTS WITH A TOTAL AREA OF 11,808 SF.

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

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

Community Development Director Kramvik gave an overview of the variance to replace an existing garage.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO APPROVE THE VARIANCE REQUEST FOR THE CONSTRUCTION OF A 14' X 26' ACCESSORY STRUCTURE AT 1513 PENNSYLVANIA AVE WITH THE CONDITION THE APPLICANT INSTALL GUTTERS ON THE STRUCTURE DIRECTED AWAY FROM THE NEIGHBORING PROPERTY.

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

Policy - Facility Use

Administrator Broyles stated that to his knowledge the City doesn't currently have a public facility use policy. Facilities exist to conduct city business and to collaborate with partners and intergovernmental uses. Entities not associated with the City have had instances that have caused issues. The City Attorney has reviewed the policy.

Member Johnson stated that he wholly disagrees with the statement as to why City facilities exist. City facilities are built for the community.

Chair O'Day stated that he sees the point as there are liabilities with allowing certain groups and not others. He would like to see the policy come back to refine the needs of facilities and the community.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO BRING THE POLICY BACK WITH A REFINED SCOPE.

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

Staff Reports

City Engineer Dehn stated that the Oak Street PMT met to discuss goals and desired objectives as well as planning stakeholder and public meetings. The Highway 210 meetings were held by MnDOT to answer questions about construction and detours. The details of the project are linked to the Engineering page on the website. There is work happening for the private utilities, they are prepping for a May 1 start.

Community Development Director Kramvik gave an overview of the Planning Commission workshop and the Planning Commission regular meeting agenda.

Public Utilities Director Sandy stated that the facility tours will be this week for the Wastewater and Water Distribution facility tours. He encouraged members to watch the lengthy Public Utilities Commission meeting.

Mayor's Report

Mayor Badeaux stated that the meeting had a lot of really good business tonight. He thanked the staff for their hard work even though sometimes the Council needs to put the thumb down on the budget.

Council Member Reports

Member Czeczok thanked everyone for the robust discussion tonight. He stated that he is getting fed up with the side discussions going on when people are talking.

Member Stunek stated that he encourages the Council to have an open mind to hold the Council Meetings at 6:00 or 6:30 p.m.

Member Yeager extended his deepest sympathies to the chair of the Airport Commission on the loss of his son.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND BEVANS, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PER MN STATUTES 13D.05, SUB. 2(B) FOR PERLIMINARY CONSIDERATION OF ALLEGATIONS AGAINST AN INDIVIDUAL SUBJECT TO THE COUNCIL'S AUTHORITY.

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

The Chair adjourned the meeting to closed session at at 10:33 p.m.

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

The Council went into closed session at 10:38 p.m.

The Chair reconvened the meeting at 11:11 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK TO
ADJOURN THE MEETING TO THE UTILITY FACILITY TOURS ON APRIL 9, APRIL 10, AND
APRIL 16.

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

The Chair adjourned the meeting at 11:11 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 5:00 P.M. by Council President O'Day.

Upon roll call the following Members were noted as present: Bevans, Czeczok, Johnson, Stunek, Yeager (5:40 p.m.), Erickson, and O'Day. Mayor Badeaux was noted as present. Member Yeager was noted as absent. Charter Commission Members Lambert, Norwood, and Shipe were also noted as present.

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

Charter – Chapter 5 Revisions

Administrator Broyles stated that staff is presenting the draft language for Chapter 5 to the Charter Commission and City Council based on City Council feedback to make the changes necessary to bring the gravity collection system under the purview of the Public Utilities Commission.

Charter Commission Chair Shipe stated that this lines up with what the Charter Commission looked at as far as broader changes.

Commissioner Norwood asked about revisiting Chapter 5 in the next five years. He also asked how this sets the City up for the future for organizational needs.

Administrator Broyles stated that in his personal opinion these changes are certainly the best way to go forward with agility.

Council Chair O'Day asked about the necessity of section 12. He sees the intention of giving the utility workers freedom where they need to be. He believes this paragraph adds back the confusion for the commission having employees. As City of Brainerd employees, they have the right to repair and restore land.

Member Johnson stated that he agrees with Chair O'Day that this chapter is defining the commission's powers not utility employees. He would go further to remove language in section 8 "any and all other things" and section 1 removing the additional language. Adding language that gives fiscal responsibility or economic management outside of the Council is questionable.

Attorney Langel stated that "any and all other things" can be removed to the same effect.

Member Czeczok asked about the rationale by staff drafting why "any and all" was added.

Administrator Broyles stated that Member Johnson's comments regarding section 12 are valid. For section 8 he does agree with removal of the additional "any and all other things" language as it does not add value. As far as section 1, he believes that the commission has fiscal responsibility to keep the utility fiscally solvent.

Public Utility Director Sandy stated that for section 12 the rationale is executing projects outside of reconstruction projects, ensuring that the commission is restoring public grounds to original state. It hasn't been in the charter before and adding it now won't have any effect on current practice. City code touches on this item and restoration of grounds and staff is subject to the city code.

Member Czczok asked whether these are items that the Charter Commission would have opinions about.

Charter Commission Chair Shipe stated that these changes certainly make sense to him. If the statements mentioned aren't in line with the Council's goals, they certainly aren't sticking points for him. He stated that he saw the value in section 12, but the commission wouldn't want to create the perception of the commission having employees.

Commissioner Norwood stated that the removal of the language does not significantly change the intent.

MOVED AND SECONDED BY CHARTER COMMISSIONERS NORWOOD AND LAMBERT, DULY CARRIED, TO RECOMMEND THE DRAFT TO THE CITY COUNCIL WITH THE FOLLOWING AMENDMENTS TO THE DRAFT: REMOVE PROPOSED SECTION 12 IN ITS ENTIRETY, REMOVE PROPOSED ADDITIONAL LANGUAGE TO SECTION 1, AND REMOVE PROPOSED ADDITIONAL LANGUAGE "AND DO ANY AND ALL OTHER THINGS" IN SECTION 8.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO DIRECT STAFF TO DRAFT AN ORDINANCE FOR FIRST READING AT THE APRIL 20TH MEETING AND SCHEDULE A PUBLIC HEARING FOR MAY 4TH, 2026 AT 7:30 P.M. IN THE CITY COUNCIL CHAMBERS.

Resignation – City Engineer Dehn

HR Director Kummet stated that City Engineer Dehn submitted his resignation on April 8th with his last working day as May 8th, 2026.

Member Johnson thanked Engineer Dehn for his service to the City.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO ACCEPT THE RESIGNATION OF CITY ENGINEER DEHN EFFECTIVE MAY 8TH, 2026.

Organizational Discussion

Administrator Broyles stated that Engineer Dehn's resignation was a catalyst for the proposed organizational changes. He gave an overview of the documents provided and the proposed organizational changes. The estimated financial impact was sent via email and will be added to the packet. He gave an overview of the impact.

Member Czczok stated that Administrator Broyles has had a passion to change from a Public Utilities Director to a Public Works Director and asked about the necessity for the change. He asked about changing the name of the commission to Public Works as well.

Administrator Broyles stated that the City is unique as it has a public utility commission. Infrastructure and utilities are traditionally public works functions.

Chair O'Day stated he also thought about a commission name change. The Public Utilities Commission oversees all of the business having to do with the utilities. He likes the separation of Public Works Director and the Public Utilities Commission as it takes away the confusion of whose employees because there isn't a Public Utilities Department anymore.

Public Utilities Director Sandy stated that currently as the Public Utilities Director his exclusive concern is the utilities. His responsibility with this change would also expand to streets and being the voice to the City Council in that regard. His current title isn't relevant to the new

position as it doesn't just span utilities anymore. The delineation factor is that the streets are included in the job description. He will be reporting to the commission on utilities and the City Council on street projects.

Member Czczok stated that all of these answers make sense, he wanted it to be laid out for anyone who is listening.

Member Yeager was noted as present at 5:40 p.m.

Member Johnson asked for clarification on the Sewer Lead position and questioned whether this position would stay under the purview of the Public Services Director or whether it would move to the purview of the Public Works Director. He also asked whether the City would consider combining Streets and Parks maintenance positions as a managerial decision at this time.

HR Director Kummet stated that at this time the Sewer Lead position will stay under the purview of the Public Services Director as union negotiations and other issues need to be resolved. It may be the intent in the future to have the Sewer Lead under the purview of the Public Works Department. She stated that the City can plan to change the Streets and Parks maintenance positions in the future, but the positions will need to be negotiated.

Member Johnson stated that he was asking the question about maintenance positions as an efficiency question. He asked whether leadership staff is agreeable to the proposed changes.

Leadership staff is agreeable to the changes.

Member Czczok asked about the managers' bargaining union which is also involved with the changes.

Administrator Broyles stated that the Electric Director is a non-union management position.

HR Director Kummet stated that the Electric Director position is a new position that will need to be applied for. The applicant is agreeing to the terms of employment with their application.

Mayor Badeaux asked about the obligation the City has regarding transit. To expand, he stated that it is a point of consideration as to whether it is a division that the City wants to run or not. Without Transit, he thinks the maintenance positions fall under Public Works. Transit costs money, he believes that this is a conversation that the City needs to have.

Member Czczok stated that Transit does not cost money. Transit receives grant money to operate, which pays the salaries of staff including portions of the Public Works Director's salary and administrative staff in the Finance and Administration departments. He asked Finance Director Hillman if the City has ever levied for transit and whether his statement about salaries of staff is correct.

Finance Director Hillman stated that as far as she is aware the City has never levied for transit and confirmed that the grant does pay portions of staff salaries outside of the Transit division.

Mayor Badeaux stated that the division does cost taxpayer dollars to operate as taxpayer dollars fund the grants that transit receives. He is not saying that we should or should not have Transit, but it should be a discussion at some point.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND JOHNSON, DULY CARRIED, TO APPROVE THE UPDATED ORGANIZATIONAL CHART.

Member Johnson asked whether the points have been reviewed by legal.

HR Director Kummet stated that the positions have been reviewed by legal.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO APPROVE THE JOB DESCRIPTIONS, POINTS, AND WAGES OF THE PUBLIC SERVICES DIRECTOR, DEPUTY PUBLIC WORKS DIRECTOR/ CITY ENGINEER, ELECTRIC DIRECTOR, AND PUBLIC WORKS DIRECTOR.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO AUTHORIZE STAFF TO BEGIN THE INTERNAL HIRING PROCESS FOR THE ELECTRIC DIRECTOR.

Member Johnson asked about timeline for the Engineer position.

Administrator Broyles stated that the timeline will be in line with typical hiring.

Public Utilities Director Sandy stated that he plans to bring an item for engineer consulting services to the May 4th meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO BEGIN THE HIRING PROCESS FOR THE PUBLIC SERVICES DIRECTOR AND DEPUTY PUBLIC WORKS DIRECTOR / CITY ENGINEER POSITIONS.

Adjourn

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

The Chair adjourned the meeting at 5:51 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 7:30 P.M. by Council President O'Day.

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

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

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

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

Approval of Bills

Approved as on file in the Administrator's Office.

Department Activity Reports

Approved reports as presented.

Temporary Liquor License - Brainerd Elks Lodge

Approved Temporary Liquor License submitted by Brainerd Elks Lodge 615 for an event to be held on May 6th at 1115 Wright St.

Temporary Liquor License - Brainerd Jaycees

Approved Temporary Liquor License submitted by the Brainerd Jaycees for an Event to be held on May 21, 2026 at 2801 11th St S.

MN Lawful Gambling - St. Vincent de Paul

Approved MN Lawful Gambling Application for Exempt Permit submitted by St. Vincent De Paul for an Event to be held on July 26, 2026 at 1108 Willow St.

Resignation - Mike Higgins from the Public Utilities Commission and Declare Vacancy Expiring 2026

Accepted the resignation of Mike Higgins from the Public Utilities Commission and Declared Vacancy Expiring 2026.

Event Application - City Hall Market

Approved event application with conditions.

Event Application - USA Olympics Torch

Approved event application with conditions.

Resolution - Accept 1st Quarter Donations

Adopted resolution 24:26 accepting donations and/or contributions January 1, 2026 – March 31, 2026

Resolution - Enroll Public Officials in the Defined Contribution Plan

Adopted resolution 25:26 to enroll public officials in the defined contribution plan during the one-time open election period.

Resignation - Journey Electrical Lineworker Joshua Gravelle

Accepted the resignation of Journey Electrical Lineworker Joshua Gravelle effective Friday, April 24, 2026; to approve the updated Journey Electrical Lineworker job description as presented; and to authorize staff to conduct an external hiring process to backfill the position.

Resignation - Police Records Management Technician Courtney DeChaine

Accepted the resignation of Police Records Management Technician Courtney DeChaine's resignation effective Friday, May 1, 2026; to approve the updated Police Records Management Technician job description as presented; and to authorize staff to begin the hiring process to backfill the position.

Hiring - Summer Temporary Employees

Approved the hiring of the 2026 summer temporary employees as listed.

Sale of Transit Buses 119 & 141

Authorized the sale of Bus 119 & Bus 141.

Upon roll call, Council Members Czczok, 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.

No one came forward.

The chair closed the public forum at 7:32 p.m.

Council Committee Reports

Safety and Public Works Committee

Direction on Active Code Enforcement

Committee Chair Erickson gave an overview of the violations. He stated that the properties have received four notices to make changes.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO TOW THE VEHICLE AT 1005 3RD AVE NE AND ABATE THE JUNK AND DEBRIS AT 1805 NORWOOD ST.

Proposals - Public Works Building Fire Monitoring System and Sprinkler System

Committee Chair Erickson gave an overview of the bids.

Member Johnson asked whether these are add-ons since construction of the building.

City Engineer Dehn stated that the building does not have a fire monitoring system or sprinkler system.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD THE FOLLOWING PROPOSALS FOR THE PUBLIC WORKS MAINTENANCE FACILITY: FIRE ALARM SYSTEM - MIDWEST SECURITY AND FIRE IN THE AMOUNT OF \$10,051, FIRE SUPPRESSION SYSTEM - SUMMIT FIRE PROTECTION IN THE AMOUNT OF \$75,795, AND 6" WATER SERVICE - DECHANTAL EXCAVATING IN THE AMOUNT OF \$31,422.

Award Bid - Imp 26-03 - 2026 Pavement Markings

Committee Chair Erickson stated that this was the only bid which was .9% over the estimate.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD THE 2026 PAVEMENT MARKINGS CONTRACT TO SIR LINES-A-Lot IN THE AMOUNT OF \$29,150.62.

City Hall EIFS Repair Proposals

Committee Chair Erickson stated that the chosen proposal was significantly lower than the other proposals. Staff believe that Kenko Drywall understands the scope of work and provided evidence of their understanding.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE PROPOSAL FROM KENKO DRYWALL IN THE AMOUNT OF \$16,000 TOTAL, INCLUDING BOTH THE EIFS REPAIR AND INTERIOR DRYWALL REPAIRS.

Purchase of Parcel 41250756

Committee Chair Erickson stated that this is the parcel that was retained for conservation at the last meeting. Crow Wing County would like to sell it to the City for \$1.

Member Johnson stated that he supports purchasing the parcel as it solves a problem for the County and for the City with the utility present. He asked about a maintenance plan for the parcel.

City Engineer Dehn stated that the parcel will be put on the maintenance list.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO ACCEPT THE OFFER FROM CROW WING COUNTY TO PURCHASE PARCEL 41250756 IN THE AMOUNT OF \$1.

Personnel and Finance Committee

Conditional Use Permit Fee – Central MN Dermatology

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO REDUCE THE COMMERCIAL CUP AMENDMENT FEE TO \$100 FOR CENTRAL MN DERMATOLOGY.

Unfinished Business

Committee Recommendation – Mayor

Mayor Badeaux recommended Jennifer Melton to the Transportation Advisory Committee.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND YEAGER, DULY CARRIED, TO APPOINT JENNIFER MELTON TO THE TRANSPORTATION ADVISORY COMMITTEE EXPIRING 2026.

Committee Recommendation – Chair O'Day

Chair O'Day recommended James Kramer to the Planning Commission.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPOINT JAMES KRAMER TO THE PLANNING COMMISSION EXPIRING 2028.

Call for Applicants – Informational:

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

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

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

Library Board-- 1 term (Expire 2027)
Public Utilities Commission – 1 term (Expire 2026)
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 - Providing for the Issuance and Sale of General Obligation Bonds, Series 2026A in the Proposed Amount of \$13,055,000; and Consolidating Certain Assessable Improvement Projects

Finance Director Hillman gave an overview of the spring bonding. The total bond is broken down as \$1,675,000 for road improvements, \$5,700,000 for utility revenue bonds, and \$5,680,000 for the Fire Station remodel.

Member Johnson stated he supports the Fire Department project, however, the budgeted amount was \$5.5 million therefore he cannot vote yes.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND CZECZOK TO ADOPT RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2026A IN THE PROPOSED AMOUNT OF \$13,055,000; AND CONSOLIDATING CERTAIN ASSESSABLE IMPROVEMENT PROJECTS.

RESOLUTION 26:26

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

Variance - Expanded Parking Lot Entrance - 411 Laurel Street

Community Development Director Kramvik gave an overview of the variance.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE VARIANCE REQUEST TO EXPAND THE PARKING LOT ENTRANCE AT 411 LAUREL STREET WITH A 40' DISTANCE TO THE INTERSECTION.

Resolution - 2026 Resurfacing Projects - Approve Plans/Spec, Authorize Bidding, and Call for Public Hearing

City Engineer Dehn stated that staff missed advertising the initial public hearing in the newspaper. The rescheduled hearing of May 18th will not impact on the timeline for the project. The property owners have been notified. He stated that the listed property owner is sent a notification for which an affidavit of mailing is signed.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ADOPT RESOLUTION THAT APPROVES PLANS/SPECS, AUTHORIZES BIDDING, AND CALLS FOR A PUBLIC HEARING FOR THE 2026 RESURFACING PROJECTS.

RESOLUTION 27:26

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

First Reading- Ordinance 1601 - Charter Amendment Public Utilities

Administrator Broyles stated that at the special meeting the City Council directed staff to draft an ordinance for the charter amendment.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1601 AND DISPENSE WITH THE ACTUAL READING.

Staff Reports

Fire Chief Holmes stated that the new outdoor warning signal was installed on Front and 9th Streets. He thanked the electric department for their help in installing the signal.

Police Chief Davis stated that his retirement is bittersweet. He will miss to an extent spending 24 evenings a year with the City Council at the “kids table”. It has been a pleasure. He has always felt supported as the Chief and as a department. He thanked the Council for their support.

City Engineer stated that tree plantings will take place on the streets and in the parks. All of the trees from the original College Drive build will be replaced. Oak Street is closed due to Centerpoint replacement of their large main that services Brainerd and Baxter. The replacement is expected to take a week and will be completed prior to closures for Highway 210.

Community Development Director gave an overview of the Planning Commission agenda. The Orderly Annexation Draft is being reviewed and will most likely be brought back to Council on May 4th.

Public Works Director Sandy stated that facility tours were held and generally were enjoyed by staff and Council Members. He thinks the tours were very beneficial for everyone to see the facilities. The Public Utilities Commission held a special meeting to award bids for lead service line replacements. There were 33 proposals received for the pool engineering for services which is why the process is taking so long. The next step is to go to Park Board and Public Utilities Commission. He gave an update on the backwash storage project which was previously rejected by the commission as it was well above the budget. The matter will go before the commission with a refined scope for consideration and hopefully be constructed this summer.

City Administrator Broyles thanked Chief Davis for his leadership and friendship. He stated that it's hard to say goodbye, especially when saying goodbye to an exceptionally good person. He prays for continued blessing over Chief Davis and his family.

Mayor's Report

Mayor Badeaux stated that the Park Board is coming into another glorious year. The last handful of years the Board has buckled down on large projects. Last year was the first of the “Badeaux Berms” which are the perfect spot to sit during a baseball game. He explained the process for the great invention. He thanked the Park Staff for what they have done in the last couple of years to make our parks shine. The movie in the Park is on May 8th at Lyman Park is Jurassic Park, it is a PG-13 movie. He would like to see some staff in a T-Rex costume running around during the movie.

Council Member Reports

Member Yeager thanked Chief Davis for his service. The Airport will start talking about their 2027 budget.

Member Johnson thanked Chief Davis for all of his years of service. He especially is thankful for his time working with him as Chief. The hard work he has done has not gone unnoticed.

Member Erickson stated that the Region 5 meeting is coming up this week, he will be in attendance. He also got invited to attend the Brainerd For All Ages meetings by Mr. Riffle. He stated that the group is putting together goals and recommendations that are similar to the walkable bikeable committee.

Chair O'Day thanked Chief Davis for his service and said once a chief, always a chief.

Adjourn

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

The Chair adjourned the meeting at 8:05 p.m.



Nicholas W. Broyles
City Administrator



Brainerd Fire Department Monthly Report

April 2026

The past month saw a consistent, average call volume for the fire department. While emergency responses remained steady, the department was exceptionally active in community engagement, specialized regional training, and preparations for upcoming infrastructure improvements.

Our firefighters participated in several high-visibility events this month, focusing on community support and public safety education:



- MN Polar Plunge: Provided logistical support, including filling the plunge tank.
- Day of the Young Child: Engaged with families at the Warrior Early Learning Center.

- YMCA Healthy Kids Day: Promoted wellness and fire safety to local youth.
- Chamber of Commerce Leadership Academy: Hosted emerging local leaders to discuss public safety operations.



- Participated in the Lakes Area Heroes banquet at the Northern Pacific Center.





Brainerd Fire Department Monthly Report

April 2026

Training remains the cornerstone of our readiness. This month's curriculum focused on both specialized technical skills and core fireground operations:

- **Technical Rope Rescue:**
Conducted our 2nd Quarterly training at Camp Ripley. This was a collaborative session with several regional public safety partners, focusing on:
 - Rappelling techniques for victim rescue.
 - Foundational knot work.
 - Complex mechanical advantage systems.
- **EMS & Medical Readiness:** Practiced skills for medical emergencies and patient packaging.
- **Rapid Intervention Team (RIT):** Practiced search techniques and medical aid specifically for the rescue of a downed firefighter.
- Several staff members attended facilities tours hosted by Brainerd Public Utilities (BPU) to better understand local infrastructure.



The Fire Marshal continues to ensure community safety through rigorous code enforcement and proactive inspections:

Ongoing inspections for new and existing developments. Completed safety inspections for food trucks ahead of the busy spring/summer season. Conducted various annual licensing inspections for local businesses.

In preparation for the upcoming renovation of the fire station, crews have begun the significant task of staging and moving equipment/supplies. This proactive step ensures that operational readiness is maintained while the facility undergoes necessary upgrades.



Brainerd Fire Department Monthly Report

April 2026

During the week of Severe Weather Awareness, the Brainerd Fire Department successfully oversaw the installation of a new, state-of-the-art outdoor warning siren located on Front Street. This installation is a critical component of our ongoing commitment to community preparedness and emergency notification.



The new Front Street siren utilizes modern technology to provide greater acoustic coverage and reliability during extreme weather events.

This unit replaces the outdated siren previously located behind the Credit Union. These upgrades ensure that our warning system remains compliant with current safety standards, providing residents with clear and timely alerts when every second counts.



CROW WING COUNTY ALERT



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

The City of Brainerd uses Crow Wing County Alert powered by Everbridge to make sure you know about issues that may affect your safety. This system allows the City of Brainerd to contact thousands of residents in seconds, so you can find out about an emergency right away.

The success of this service relies on **YOU**. **Having your latest contact information is the only way to ensure that we can contact you in an emergency.** Please sign up at <https://member.everbridge.net/index/892807736729514#/signup> or scan the QR Code – it only takes about a minute to enroll!



Brainerd Fire Department Monthly Report

April 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	5
Rescue & Emergency Medical Service	8
Hazardous Condition	2
Service Calls	6
Good Intent Call	6
Alarm Activation	21
TOTAL	48
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	1
Rescue & Emergency Medical Service	1
Hazardous Condition	1
Service Calls	6
Good Intent Call	2
Alarm Activation	12
TOTAL	23

INSPECTIONS	
Fire Alarm	35
Fire Pump	3
Hood Suppression	14
Commercial Kitchen Exhaust	17
5 Year Sprinkler	5
Sprinkler System	22



HR DIRECTOR REPORT

In this report:

- Charter Work Group
- Organizational Change
- Wellness Committee
- Personnel

Charter Work Group

At the April 14 joint Charter Commission and City Council meeting, staff brought forward the recommended changes to Chapter 5. The Council approved the recommended changes and directed staff to draft an ordinance for the first reading to be presented at the April 20 Council meeting. A public hearing will then be scheduled for May 4 at 7:30 p.m.

Organizational Change

At the April 14 joint Charter Commission and City Council meeting, staff brought forward an updated organizational chart for consideration, which was approved. The updated chart renamed the Utilities Department as the Public Works Department and moved the Electric and Finance Divisions under the new Electric Department. With Electric becoming its own department, the Engineering Division will now fall under the Public Works Department.

Wellness Committee

Our annual biometric screening took place on April 8. Staff would like to thank everyone who participated, and you should now see your 50 points reflected in your WellRight account!

The Wellness Committee will be hosting a "Walk in the Park" for the May Lunch N Learn. Staff are invited to sign up to enjoy a walk followed by lunch from Micky's at Rotary Park. For more information or to RSVP, please contact Toni.

Personnel

New Hires/Promotions for City/HRA/Airport:

Derek Pallansch - Deputy Police Chief (05/01)

Trenton Hawkinson - Electric Director (05/05)

Rachel Reed - Police Sergeant (05/05)

Matthew Poythress - Water Serviceworker (5/11)

Evan Petron - Water Serviceworker (05/26)

Farewell to:

Joshua Gravelle - Lineworker (04/24)

Courtney DeChaine - Police Records Tech (05/01)

Jessie Dehn - City Engineer (05/08)

Current Job Opportunities:

Deputy Public Works Director/City Engineer - Accepting applications through May 6th.

Public Services Director - Accepting applications through May 6th.

Business Office Supervisor - Accepting applications through May 5th.

Journey Electrical Lineworker - Accepting applications through May 12th.

HRA - ROSS Resident Services Coordinator - 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.



BRAINERD PUBLIC UTILITIES

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www.bpu.org

Brainerd Public Utilities Public Works Director Report April 2026

Public Works Director Activities – March – April 2026

In addition to the discussion items on today's agenda, I have participated in numerous staff- and consultant-led meetings over the past month to advance projects currently underway. These meetings have supported ongoing coordination, project development, and planning efforts across departments and with external partners. Activities included the following:

- Weekly Brainerd Public Utilities (BPU) management team meetings
- Bi-weekly hydro coordination meetings
- Bi-weekly construction coordination meetings with staff
- Utility coordination meetings for the 2028 TH 371/210 Baxter Interchange project
- Meeting with prospective data center developer for the Brainerd Industrial Park
- Meeting with Mayor Badeaux at Central Lakes College alongside Senator Amy Klobuchar to introduce staff and present Phase I Wastewater Treatment Facility (WWTF) biosolids improvements
- 2029 Oak Street Project Management Team meetings with City staff and Council members
- Coordination meetings with Eden Renewables regarding solar development
- Coordination meetings with developer and staff for the Voyageur Heights project
- Tour of the Morris Water Treatment Plant as part of the Water Treatment Plant and Well Siting Study (Bolton & Menk)
- Interview process for water distribution intern position
- Coordination with the Fire Department on the Fire Department remodel project
- Staff scoring and evaluation meetings for the FY 2027–2029 Professional Engineering and Architecture On-Call Roster
- Organizational transition discussions and project handoffs from the City Engineer
- Facility tours (Wastewater Treatment Facility, Water Treatment Facility, Hydro Dam) for interested stakeholders
- Main Lift Station coordination meetings with HR Green and Widseth
- Review of leadership position descriptions with HR and staff (Public Works Director, Public Services Director, City Engineer/Deputy Public Works Director, Electric Director)
- Transition planning following resignation of City Engineer, Jessie Dehn
- Water system modeling check-in meeting with SEH
- Testimony before the House Capital Investment Committee regarding 2026 Lead and Galvanized Water Service Line funding
- Discussions with consulting engineers regarding interim program management support during City Engineer transition
- Department Head meetings
- Joint Brainerd City Council and Charter Commission meeting regarding position descriptions, Charter updates, and City Engineer resignation
- Staff discussions on large industrial power application, guidebook, and draft term sheet with Eden Renewables
- Staff coordination meetings regarding the Riverside Drive orderly annexation agreement

**PUBLIC WORKS DIRECTOR REPORT
APRIL 2026 (CONTINUED)**

- Utility Commission Special Meeting to award galvanized water service line contracts (Ronald/Joseph/Alley project) and authorize bidding for additional projects
- Meeting with Bolton & Menk regarding Water Treatment Plant and Well Siting Study and well driller proposals
- TH 371B/Willow Street Roundabout project closeout meeting and punch list walkthrough
- Staff coordination meetings for the Rotary Park solar project
- Staff review meetings for the proposed 10-year Capital Improvement Plan
- Staff meeting with Rice Lake Construction Group to review final Guaranteed Maximum Price (GMP) prior to Commission consideration
- Utility coordination meeting for the 2026 resurfacing project
- Staff review meeting of the draft Southwest Brainerd stormwater report (HR Green)

Continued Capital Construction Design Engineering Coordination

Design activities are actively underway across both City-led capital improvement projects and private development initiatives, with multiple efforts progressing concurrently. To maintain effective planning, scheduling, and execution, staff continue to hold regular bi-weekly coordination meetings. These meetings provide a structured forum to review the status of active projects, anticipate upcoming work, and coordinate efforts across City infrastructure and development projects currently in the review and approval process.

This coordinated approach allows staff to better align project timelines, identify cost-saving opportunities, reduce the potential for construction conflicts, and ensure that utility improvements are efficiently integrated with street reconstruction and resurfacing projects. Key coordination efforts include early design review, utility layout and conflict resolution, construction sequencing, and permitting. Proactive communication planning is also emphasized to minimize impacts to residents, businesses, and other stakeholders.

Current projects being coordinated across multiple City departments include, but are not limited to:

- Ronald and Joseph Alley construction coordination
- Highway 210 Reconstruction Project
- Lead service line replacement projects (both in conjunction with planned reconstruction/resurfacing and as standalone utility projects)
- Southeast Brainerd Reconstruction Project
- 2026 Street Resurfacing Project
- Main Lift Station design and planning
- Backwash/Reclaim CMAR Project
- East River Road trunkline rehabilitation project
- Kuepers development project south of Woodland Hills Lane
- Country Manor construction project
- Coordination related to 2027 street reconstruction and resurfacing projects

Coordination across these efforts involves multiple City divisions, including engineering, utilities, public works, planning, and administration. Activities include design integration, construction phasing, budget alignment, and long-term asset management. This collaboration remains strong and effective, ensuring City investments are strategically aligned, regulatory requirements are met, and infrastructure improvements are delivered efficiently with minimal community disruption.

Joint Charter Commission and City Council Meeting on March 14, 2026 - The City Council and Charter Commission held a special joint meeting on March 14, 2026, to address several key organizational and governance items, including proposed amendments to Brainerd Charter Chapter 5, acceptance of the resignation of Jessie Dehn, and review of updated job descriptions for multiple senior leadership positions. The positions reviewed included the Public Works Director, Public Services Director, City Engineer/Deputy Public Works Director, and Electric Director.

PUBLIC WORKS DIRECTOR REPORT APRIL 2026 (CONTINUED)

During this meeting, the Charter Commission formally approved and recommended forwarding amendments to Chapter 5 of the City Charter to the City Council. These revisions designate the Public Utilities Commission as the authority responsible for establishing rates for all infrastructure systems currently under its jurisdiction. The amendments also expand the Commission's rate-setting authority to include sanitary sewer collection and stormwater utilities. Additional procedural changes were approved requiring the Public Utilities Commission to review the proposed 10-year Capital Improvement Plan and provide a formal recommendation to the City Council prior to its first meeting in September each year. No other substantive amendments to the Charter were recommended or approved.

These governance updates prompted a broader organizational restructuring of senior leadership roles across the City. As part of this restructuring, the Public Utilities Director position was revised and retitled as Public Works Director. The existing Public Works Director position was modified and retitled as Public Services Director. The City Engineer position was revised and reclassified as City Engineer/Deputy Public Works Director. Additionally, a new Electric Director position was created to provide focused leadership for the electric utility function.

The City Council approved the updated organizational structure and corresponding revised organizational chart, which reflects these changes as well as additional departmental realignments. The approved chart and related materials are included in the March 14, 2026 Special Council meeting packet. The City Engineer/Deputy Public Works Director and Public Services Director positions have been formally approved and are currently being recruited. The Electric Director position was posted internally, and applications are currently under review. My title has been officially updated from Public Utilities Director to Public Works Director as part of this reorganization.

In addition, the City Council approved the draft Charter amendments and directed staff to prepare an implementing ordinance. The ordinance received its first reading at the April 20, 2026 Council meeting. The second reading and final consideration are scheduled for the May 4, 2026 City Council meeting. Approval of the ordinance requires a unanimous vote of all Council members. If adopted, the Charter amendments will take effect 90 days following final approval.

House Capital Investment Committee Testimony - On April 14, I testified before the Minnesota House Capital Investment Committee in support of continued funding for the state's Lead Service Line Replacement Program, joining representatives from the Coalition of Greater Minnesota Cities, St. Paul Regional Water, LIUNA, and IUOE Local 49. The program is a critical statewide initiative designed to identify and replace lead and galvanized steel water service lines that pose potential risks to public health and require significant financial resources for communities to address. In my testimony, I emphasized the importance of maintaining momentum in this program to ensure steady progress statewide and avoid delays that could increase costs and extend exposure risks. I specifically highlighted Brainerd's local need, which includes the replacement of approximately 1,100 known galvanized water service lines, along with an estimated additional 500 service lines that remain of unknown material composition and will require investigation and potential replacement. Continued state investment is essential to support communities like Brainerd in systematically addressing this infrastructure challenge in a timely and cost-effective manner.

2026 Facility Tours - Facility tours were recently held at the Wastewater Treatment Facility, Water Treatment Plant, and Hydro Dam, providing Community members, City Council members, Commission members, and staff with an opportunity to see these critical assets firsthand. These tours provided insight into the complexity, age, and operational demands of each facility, helping participants understand how essential infrastructure supports public health, environmental compliance, and reliable utility service on a daily basis. Seeing the facilities in person also underscored the scale of maintenance needs and the importance of continued investment to ensure long-term reliability and regulatory compliance. As these systems continue to age and regulatory requirements evolve, significant reinvestment will be required in the coming years to maintain operational efficiency, address deferred maintenance, and strategically upgrade equipment and processes.

PUBLIC WORKS DIRECTOR REPORT APRIL 2026 (CONTINUED)

The tours reinforced the importance of proactive planning and capital investment to ensure these facilities continue to operate safely, efficiently, and effectively for the community well into the future. Staff will be planning for another round of tours in the fall of 2026 for interested parties.

2026 Public Works Director Priorities

Pursuant to my last report, I have identified several opportunities for improvement that I plan to pursue in 2026 and updates from the previous meeting. Some of these priorities and projects include:

1. Bluebeam PDF Software – Procurement of the software has been completed, and staff attended a training session to review its capabilities. Sessions are scheduled for multiple ongoing City projects, including developer-led and consultant-led initiatives. As staff become more familiar with Bluebeam, the software's tools are expected to streamline project coordination and enhance communication across projects.
2. Pool Engineering Services – Staff is presenting the final recommendations for the FY 2027–2029 Professional Engineering and Architecture Pool Services (On-Call Roster) to the Utilities Commission, Park Board, and City Council at their respective meetings on April 28 and May 4.
3. Integrated Capital Improvement Planning (CIP) and Capital Asset Planning Sessions – Staff conducted the initial long-range capital improvement planning session and established a schedule for ongoing meetings and continued collaboration. Key deliverables from this effort will include long-range sanitary sewer and water system plans, with the potential for incorporation into the City's Comprehensive Plan.

The current schedule anticipates advancing several planning initiatives throughout 2026, followed by more detailed system modeling and analysis in 2027 once existing data gaps and modeling needs have been identified. These efforts will support evaluation of potential future sanitary sewer capacity upgrades, as well as watermain upsizing and looping to accommodate future development and improve system redundancy and reliability.

4. City Standard Details and Specifications – At its April 6 meeting, the City Council approved a contract with SEH to complete a comprehensive update of the City of Brainerd Standard Details and Specifications. Staff will now work with SEH to finalize the agreement and initiate the approximately six-month project.
5. Fats, Oils, and Grease (FOG) Control Program and Mercury Control Program - The Utilities Commission approved a contract with SEH, in coordination with the City of Baxter, to develop a comprehensive FOG (Fats, Oils, and Grease) and Mercury Control Program for both communities. Staff will work with SEH to finalize the contract and initiate program development, with deliverables anticipated by the end of 2026.
6. City Code 705 – Water System - The final draft of City Code Section 705 is included on the Commission agenda for review and approval prior to submission to the City Council for final consideration and codification. Staff has received comments from Commission members, which are summarized in the accompanying memorandum along with the updated draft language for the Commission's review.

Subject	Start Date	Due Date	Companies	Notes	% Complete	Status	Date Completed
Charter Discussions			Administration	At the special meeting on April 14 the Charter Commission recommended the draft of Chapter 5 Public Utilities to the City Council. The Council then directed staff to draft an ordinance with the amendments. Council conducted the first reading at the April 20th meeting and will hold the final reading and public hearing at the May 4th meeting. If passed unanimously by the Council, the ordinance will then need to be published in the newspaper and will take effect 90 days after publication.	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	
Shoreland Ordinance		6/30/2026	Community Dev	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 reviewed shoreland ordinance 5/20/26 - Planning Commission to hold public hearing regarding shoreland ordinance	75%	In Progress	
2025 Financial Audit		6/30/2026		Fieldwork dates are set for the week of April 26th and May 10th.	50%	In Progress	

CMHP – Wright Street Development	3/5/2026	7/1/2026	Community Dev	3/5 – Central Minnesota Housing Partnership proposed a multi-family residential development on the Wright Street Extension to the EDA – EDA was generally in favor of the proposed development 4/22 – Downpayment and application submitted to the City to purchase the property at \$1.00 per acre	10%	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
Network Integration	1/1/2026	12/31/2026	Technology		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

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
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. 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. 5/4 Receive report with options for Council.	50%	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
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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	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 - City Council directed staff to amend the agreement to make annexation optional for properties not currently connected to municipal utilities. 4/27 - OAA Reviewed by City Attorney and Forwarded to Crow Wing County for Review 5/18 - OAA draft will be reviewed by City Council (Additional review time needed)	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
Fire Station #1 Renovation	1/29/2027	Fire		2/2/2026 City Council approved Design/Construction Services with Widseth and Nor-Son Constructions as GC. 2/11/2026 Kickoff meeting with Widseth and Nor-Son Construction 2/23/2026 Continue with weekly meetings finalizing design as we work towards final construction documents. 2/27/2026 Widseth finalized construction documents enabling Nor-Son to solicit and secure bids for the renovation. 3/27/2026 Nor-Son finalized the bidding process utilizing Gordian ezIQC process. 4/6/2026 Council approved construction contract with Nor-Son Construction and project cost of \$5,994,282.76.	15%	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 4/15 – Comprehensive Plan kickoff meeting with Planning Commission	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 (CWRP) Project Priority List (PPL), and it has since fallen within the fundable range, making it eligible for a low-interest loan to support construction and related improvements. 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 CWRP Intended Use Plan (IUP) is anticipated in June 2026, confirming the project's eligibility for funding allocation and enabling final loan approval. Construction of the Main Lift Station Reconstruction is currently scheduled for 2027, following completion of final design, permitting, and procurement processes. The project team continues ongoing coordination with engineering consultants, regulatory agencies, and City staff to ensure the project remains on schedule and ready for construction.

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
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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	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
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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
Baxter Information – WWTF Annexation	3/2/2026	4/20/2026	Administration	3/2/2026– MOVED AND SECONDED BY COUNCIL MEMBERS CZECHOK AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO ASK THE CITY OF BAXTER FOR EITHER THE LETTER OR COUNCIL MINUTESREFERENCING THE LETTER MENTIONED BY MEMBER BEVANS. Staff initially conducted research into the topic, finding an article published 11/22/2016 in the Brainerd Dispatch: “Member Bevens asked if anyone had a copy of Baxter Mayor Darrel Olson’s response to the city’s requests regarding the city of Baxter’s position on the [WWTF] issue. After Administrator Thoreen said no copy was available, Bevens said it was because Olson has not responded.” The City of Baxter has no data responsive to the request. 4/7/2026 Our City Attorney provided documents that are attached to the 4/20 packet.	100%	Complete 4/7/2026
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 4/09/26 – Building Permit Issued	100%	Complete 4/15/2026



SPECIAL EVENT APPLICATION

STREET/PARKING LOT CLOSURE

Date of Application: 4/14/2026

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

Type of Event:

- ☐ Event- City Parking Lot
☐ Event- Street Closure
☐ Other

Name of Event:

Organizer Information

Organization Name	Brainerd Lakes Catholic Churches
Organization Address	1108 Willow St
Event Contact Person	Deacon Dan O'Reilly
Event Contact Phone	2188313197
Event Contact Email	dcn.dan.oreilly@duluthcatholic.org
Contact (Day of)	
For Profit/Nonprofit Status	Non-Profit

Event Information

Description of Activities

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

Eucharistic procession of people praying. The procession will take place between St. Francis Catholic Church and St. Andrew's Catholic church. It will involve a number of people moving in group through town. There will be some low amplified sound and singing of hymn music. The route will be begin at st. Francis and proceed up Juniper to 8th street. It will follow 8th St. to willow st and proceed East to St. Andrews. The procession will briefly stop at three points along the way at North 8th and Juniper, 214 S. 8th St.& 1205 S. 9th St.

Event Details:

Event Date	Start Time	End Time	Event Location(s)
6/7/2026	3:00	3:30	Juniper to N 8th st to St. Andrews Catholic Church on Willow St.

City Locations/Facilities

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

Sit Information

Electrical Usage ☐ YES ☒ NO

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

Amplified Sound ☒ YES ☐ NO

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

Restrooms ☐ YES ☐ NO

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

Company contracted for restrooms:

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

Signs/Banners/Posters/Flyers ☒ YES ☐ NO

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

Trash Receptacle Disposal ☐ YES ☒ NO

Company contracted for trash receptacle disposal:

Street Closure Request Information

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

We would request an escorted crossing of major intersections such as 8th and Washington St. As well as through the downtown area.

Date and Time for beginning of street closure: Only along with the procession.

Date and Time for reopening of streets:

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

Flyers and information will be handed out to property owners prior to the event.

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Signature of Applicant

Daniel O'Reilly

Print Name

Event Application Approval

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

City Administrator

Date

Approval Conditions:

Coordinate with the Police Department - Tony Runde



SPECIAL EVENT APPLICATION

Date of Application: 4/15/26

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 – City Park
☐ Event with Street Closure ☐ Other _____

Name of event: GnarBQ

Organizer Information

Organizer's Name: Lakes Area Skatepark Association
Organizer's Address: 321 S. 7th Street, Suite
Event Contact Person: Scotty Korwes
Event Contact Daytime Phone: 218-839-5648
Event Contact E-mail Address: scottyawalt@yahoo.com
Contact Name/Number Day of Event: Scotty Korwes
For Profit/Nonprofit Status (type): 501c3

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
June 20, 2026	12p	4p	City Hall Parking Lot

☐ 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 will be hosting a pop-up skatepark and barbeque event.

Grilled items will be provided for a free will donation, a donation is not required to eat. There will be amplified music during the event.

Site Information

Electrical usage

☒

Yes

☐

No

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

PA system, power will be supplied by a city outlet on-site.

Amplified Sound

☒

Yes

☐

No

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

We will be playing music during the event from a PA System.

Restrooms provided

☒

Yes

☐

No

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

Company contracted for restrooms: **Nelson Sanitation**

(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:

There will be some signs at our booth, we will take them down.

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):

NA

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.

NA

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

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

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

Hold Harmless Agreement and Insurance Information

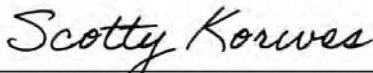
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

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

Signature of Event Applicant

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



Signature of Applicant

Scotty Korwes

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		X		All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate		x		May be required before issuing a permit.
Sign/banner Permits				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

Event Application Approval

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

City Administrator

Date

Approval Conditions:

Coordinate closure materials with Street Department - Shawn 218-513-4412
Submit COI to City Hall



SPECIAL EVENT APPLICATION

Date of Application: 4/20/26

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 – City Park
☐ Event with Street Closure ☒ Other ISD 181 3rd & 4th Grade Track and Field

Name of event: ISD 181 3rd & 4th Grade Track and Field

Organizer Information

Organizer's Name: ISD 181 Elementary PE Teachers

Organizer's Address: _____

Event Contact Person: Jeanne King

Event Contact Daytime Phone: 320-699-1083

Event Contact E-mail Address: jeanne.king@isd181.org

Contact Name/Number Day of Event: Jeanne King 320-699-1083

For Profit/Nonprofit Status (type): nonprofit-School District

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
May 6, 2026	11:00	3:00	Don Adamson Football Field
If Rain it will be reschedule for May 7, 2026			

☐ 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:

Districtwide 3rd and 4th grade track and field event. We are looking to have no parking signs on E. River

road on the east side near the football field bleachers. From the south parking lot to the concession stand.

Site Information

Electrical usage

☐

Yes

☒

No

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

N/A

Amplified Sound

☒

Yes

☐

No

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

Only the use of the football field PA system.

Restrooms provided

☒

Yes

☐

No

If yes, how many 6 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: using the restrooms at the field.

(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: ISD 181 will provide this

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):

We do not need a road closed. We just would like East River Road to have no parking signs along the east side next to the field.

Date and time for beginning of street closures: 5/6/26 11:00 am

Date and time for reopening of streets: 5/6/26 3:00 pm

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.

Traffic will still be able to flow through E River Drive, people would just not be able to park there so that our busses

would have a clear place to drop off and pick students up safely and securely.

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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



Signature of Applicant

Jeanne R King

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

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:

The Street Department will put up signs at 5:00 a.m. the morning of the event.
Coordinate with the Police Department for additional needs.



SPECIAL EVENT APPLICATION

Date of Application: 04/22/2026

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 – City Park
☒ Event with Street Closure ☐ Other _____

Name of event: Brainerd Memorial Day Ceremony

Organizer Information

Organizer's Name: Brainerd Memorial Day Committee
Organizer's Address: c/o Brainerd VFW,
Event Contact Person: Randy Aldous
Event Contact Daytime Phone: 218-330-1415
Event Contact E-mail Address: brainerdmemorialdaycommittee@gmail.com
Contact Name/Number Day of Event: Parade: Heidi Kraemer 218-828-5858// All other: Randy Aldous 218-330-1415
For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

Applicant Name: n/a
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
05/25/2026	09:00	09:20	A) Laurel St Bridge (center area: see diagram)
05/25/2026	09:30	09:45	B) All Veterans' Memorial (Historic Courthouse)
05/25/2026	09:45	10:00	C) Parade Staging: B St: Gillis Av to 3rd Av & 1st Av: B to C St
05/25/2026	10:00	10:30	D) Parade: 3rd Ave NE from B St NE to Evergreen Cemetery
05/25/2026	10:30	10:45	E) Main program: Evergreen Cemetery grounds

☐ 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:

A) Laurel Street Bridge: wreath to be thrown in to river to honor fallen at sea. Amplified sound, Honor Guard 21-gun salute.

B) All Vets Memorial @ Historic Courthouse: ceremony (all activity off street.) Amplified sound, Honor Guard 21-gun salute.

C) Parade staging: B St: Gillis Av to 3rd Av & 1st Av: B to C St (street closures at all intersections in range)

D) Parade: 3rd Ave NE from B St NE to Evergreen Cemetery (street closure of 3rd Ave NE from B St NE to L St NE)

Site Information

Electrical usage

☒

Yes

☐

No

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

A) Laurel Street Bridge - Small PA system for speech. Power supplied by 120v outlet on nearby bridge street light.

B) All Vets Memorial - Small PA system for speech. Power obtained from County picnic table shelter behind memorial.

Amplified Sound

☒

Yes

☐

No

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

All venues: Small PA system for speech. For times, see Event Details Table, above.

Note: Bridge, All Vets & Evergreen will have a 21-gun Honor Guard Salute near the end time of each ceremony.

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:

Evergreen Cemetery: one-page program handed out to spectators. Any left behind will

collected by organizers after the event. Note that this venue is entirely on Evergreen Cemetery property.

Trash Receptacle Disposal

☐

Yes

☒

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

****See attached Addendum: Street Closure Plan****

Date and time for beginning of street closures: 05/25/2026: for times, see above

Date and time for reopening of streets: 05/25/2026: for times, see above

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.

****See Street Closure Plan Addendum, 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.



Signature of Applicant

Randy Aldous, President

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

Event Application Approval

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

City Administrator

Date

Approval Conditions:

Coordinate with the Police Department- Deputy Chief Pallansch 218-829-2805

Coordinate with the Street Department for traffic closure needs 218-513-4412

Brainerd Memorial Day Committee – 2026 Memorial Day Ceremony

Addendum - Street Closure plan.

1. Laurel Street Bridge:

Close: 08:45 Open: approx. 09:20

- a. The Laurel Street Bridge will be closed at the entrance of the bridge itself:
 - i. To the east, the Fire Department will have clear access to Laurel Street eastbound, East River Road northbound and southbound.
 1. In the event that the FD gets a run the required them to cross the bridge, the crowd can be cleared quickly to allow greater than 1 lane open westbound.
 - ii. To the west, the bridge will be closed at the entrance to the bridge itself.
 1. The apartments and business along West Laurel Street, between NW 4th Street and the bridge will have full access.

b. Laurel Street Bridge closure diagram:



2. All Veterans' Memorial No Street Closure required.

3. Parade Staging:

Close: 09:45 Open: 10:00 (incrementally, as parade units pass)

- a. B" Street NE from Gillis Ave NE to 3rd Ave NE
- b. 1st Ave from "B" St to "C" St
- c. Affected residents will be notified.



Brainerd Memorial Day Committee – 2026 Memorial Day Ceremony

Addendum - Street Closure plan.

4. Parade Route:

Close: 09:55 Open: Incrementally at last parade unit passes, fully open by 10:30

- a. 3rd Ave NE from B St NE to L St NE (Evergreen Cemetery)
- b. Affected residents will be notified.



See full parade staging and route on page 3

5. Evergreen Cemetery:

No street closure required.

Brainerd Memorial Day Committee – 2026 Memorial Day Ceremony

Addendum - Street Closure plan.

2026 Brainerd Memorial Day Parade Staging & Route



Street Closures:

- Staging area
 - "B" Street NE from Gillis Ave NE to 3rd Ave NE
 - 1st Ave from "B" St to "C" St
- Parade Route
 - 3rd Ave NE from B St NE to L St NE (Evergreen Cemetery)





City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Public Auction - Designate Temporary Watermain Materials as Surplus and Authorize Sale

AGENDA: Consent

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):** N/A - Consent Calendar

SUMMARY OF ISSUE

During the 2025 reconstruction of Wright Street, the contractor was directed to procure temporary water service materials to accommodate larger-diameter fire service lines serving multiple properties along the corridor. Ownership of these materials was transferred to the City, as several of the specialty components were special-order items that could not be restocked by the vendor and, therefore, were not eligible for return.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Staff has reviewed the future operational use of these materials and determined they are not practical for long-term City operations or inventory needs. In addition, contractors have expressed interest in acquiring these materials for use on future projects. As such, staff recommends deeming the materials surplus property and disposing of them through a public auction process in accordance with applicable state statute governing the sale of excess municipal property.

The City's invoiced cost for procurement of these materials was \$20,484.30. By declaring the materials surplus and offering them for public auction, staff intends to recover as much of the original value as possible.

Note: The items highlighted in red on the attached invoice represent the specialty materials that were identified by the vendor as non-returnable and subsequently became City-owned through the project procurement process.

RECOMMENDED ACTION/MOTION

Staff recommends designating the temporary watermain materials as surplus property and authorizing their disposal through public auction in accordance with Minnesota Statutes.

FINANCIAL IMPACT

N/A



LANDWEHR CONSTRUCTION INC.

**PO Box 1086 St. Cloud, MN 56302
Phone(320) 252-1494 Fax (320) 252-2380**

Date: Sept 15th, 2025

To: City of Brainerd

RE: Wright and 10th Street

Description of Work: TEMP FIRE SERVICE - MATL INVOICE

Item	Price
UNRETURNABLE ITEMS FOR TEMP FIRE SERVICE (includes sales tax and matl markup per mndot specifications)	\$ 20,484.30
Grand Total	<u>20,484.30</u>

Bryan Pearson

From: Clint Christians
Sent: Wednesday, September 3, 2025 7:20 PM
To: Bryan Pearson
Subject: Fwd: {External Email} RE: Brainerd - Temp Water Quote
Attachments: image001.png; X600301.pdf; X600293.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from my iPhone

Begin forwarded message:

From: "Thill, Josh" <Josh.Thill@coreandmain.com>
Date: September 3, 2025 at 11:05:18 AM CDT
To: Clint Christians <clint@landwehrconstruction.com>
Cc: "Johnson, Derek" <Derek.Johnson3@coreandmain.com>
Subject: {External Email} RE: Brainerd - Temp Water Quote

This email is from an external source. Please be cautious when clicking on links or opening attachments. If you have questions please contact IT.

Clint,

See the attached order acknowledgements for your temp water order the city is trying to cancel.

Red = I **will not** take back, you are stuck with it.
Green = I **will** take it back

Josh Thill
Branch Manager
Core & Main
O: (320)258-3010
M: (320)212-9905
3028 37th Ave SE
St. Cloud, MN 56304
josh.thill@coreandmain.com

Private

From: Thill, Josh
Sent: Tuesday, August 19, 2025 4:16 PM

Run Date: 9/03/25

Preshipment Notification



Sold To:
LANDWEHR CONSTRUCTION INC
PO BOX 1086
SAINT CLOUD, MN 56302-1086

Ship To:
LANDWEHR CONSTRUCTION INC
Branch - 247
3028 37th Avenue SE
St Cloud, MN 56304

Customer #	100020
Order #	X600301
Date Ordered	08/21/25
Job #	TEMP WA
Job Name	Brainerd Temp W
Customer Reference	
Purchase Order #	TEMP - PRECISION TOOL
Method of Shipment	PICKUP
Contract Order #	X600274
Ordered By	CLINT CHRISTIANS
Ship Via	WILL CALL

Branch:
ST CLOUD MN
Branch - 247
3028 37th Avenue SE
St Cloud, MN 56304
Phone: 320-258-3010

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
920	0306017YMIB	6 SDR17 PR250 YELOMINE PIPE IB	160	160		15.90000	FT	2544.00
940	9445FNST40MIPT	4-1/2" FNST X 4" MIPT ADPT AL HARDCOAT ALUM W/ROCKER LUG	1	1		270.00000	EA	270.00
950	3160B40	6X4 GALV MI BUSH	1	1		150.00000	EA	150.00
960	31609	6 GALV MI 90	1	1		415.00000	EA	415.00
970	/80018360759	6" MIP X 6" MIP 6'6" LONG 150PSI, EPDM KURIYAMA	1	1		500.00000	EA	500.00
1000	24I06FCCS	6 COMP FLG CI F/STL IMP	1	1		145.00000	EA	145.00
1010	5506FF	6 FLG CHECK VALVE MODEL LVCFF-2	1	1		1500.00000	EA	1500.00
1030	2906080FHVS	6 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-060	1	1		40.00000	EA	40.00
1040	/80018360760	6" MALE CERTALOK X PE NIPPLE 705878 / 705878	3	3		50.00000	EA	150.00
1060	/80018360761	6" X 3/4" FIP OUTLET YELOMINE CPLG, #82157705434 (NP)	1	1		230.00000	EA	230.00
1080	24AFGFST06	6 FLG FF SEALTITE GASKET STF06	2	2		7.00000	EA	14.00
1090	24AFBS0740304	3/4X4 HEX HEAD BOLT 304SS	8	8		3.50000	EA	28.00
1100	24AFBS0735304	3/4X3-1/2 HEX HEAD BOLT 304SS	8	8		3.50000	EA	28.00
1110	24AFHN07S304	3/4 HEX NUT 304SS	16	16		.80000	EA	12.80
1120	21I069M	6 MJ 90 C153 IMP	2	2		175.00000	EA	350.00
1130	21I06PE	6 MJ PLUG C153 EPXY IMP IN LIEU OF 21I06PT	1	1		95.00000	EA	95.00
1140	21PVCS4006G2DD	6 STAR 4006 PVC REST SB USA STARBOND L/ACC PVCS4006G2DD IN LIEU OF 21IAMF806P	4	4		50.00000	EA	200.00
1150	21AMG506	6 MJXIPS PVC TRANS GASKET	4	4		7.50000	EA	30.00
1160	21AMB10735CTB	3/4X3-1/2 T-HEAD B&N COR BLUE	24	24		5.00000	EA	120.00
1170	74890560616516	890-56-06165-16 6 HYMAX GRIP CPLG 6.50-7.20 OD	1	1		590.00000	EA	590.00

Run Date: 9/03/25

Preshipment Notification



Sold To:
LANDWEHR CONSTRUCTION INC
PO BOX 1086
SAINT CLOUD, MN 56302-1086

Ship To:
LANDWEHR CONSTRUCTION INC
Branch - 247
3028 37th Avenue SE
St Cloud, MN 56304

Customer #	100020
Order #	X600293
Date Ordered	08/21/25
Job #	TEMP WA
Job Name	Brainerd Temp W
Customer Reference	
Purchase Order #	TEMP - ARMORY SERVICE
Method of Shipment	PICKUP
Contract Order #	X600274
Ordered By	CLINT CHRISTIANS
Ship Via	WILL CALL

Branch:
ST CLOUD MN
Branch - 247
3028 37th Avenue SE
St Cloud, MN 56304

Phone: 320-258-3010

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
600	0306017YMIB	6 SDR17 PR250 YELOMINE PIPE IB	500	500		15.90000	FT	7950.00
620	9445FNST40MIPT	4-1/2" FNST X 4" MIPT ADPT AL HARDCOAT ALUM W/ROCKER LUG	1	1		270.00000	EA	270.00
630	3160B40	6X4 GALV MI BUSH	1	1		150.00000	EA	150.00
640	3160T60	6 GALV MI TEE	1	1		640.00000	EA	640.00
650	/80018360756	6" MIP X 6" MIP HOSE 6'0" LONG 150PSI, EPDM KURIYAMA	1	1		500.00000	EA	500.00
680	24I06FCCS	6 COMP FLG CI F/STL IMP	1	1		145.00000	EA	145.00
690	5506FF	6 FLG CHECK VALVE MODEL LVCFF-2	1	1		1500.00000	EA	1500.00
710	2906080FHVS	6 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-060	1	1		40.00000	EA	40.00
720	/80018360757	6" MALE CERTALOK X PE NIPPLE 705878 / 705878	3	1	2	50.00000	EA	50.00
750	/80018360758	6" X 3/4" FIP OUTLET YELOMINE CPLG, #82157705434 (NP)	1	1		230.00000	EA	230.00
780	24AFGFST06	6 FLG FF SEALTITE GASKET STF06	2	2		7.00000	EA	14.00
790	24AFBS0740304	3/4X4 HEX HEAD BOLT 304SS	8	8		3.50000	EA	28.00
800	24AFBS0735304	3/4X3-1/2 HEX HEAD BOLT 304SS	8	8		3.50000	EA	28.00
810	24AFHN07S304	3/4 HEX NUT 304SS	16	16		.80000	EA	12.80
830	21I06T060M	6 MJ TEE C153 IMP	2	2		250.00000	EA	500.00
840	21I069M	6 MJ 90 C153 IMP	4	4		175.00000	EA	700.00
850	21I06PT	6 MJ PLUG C153 IMP	3	3		95.00000	EA	285.00
860	21PVCS4006G2DD	6 STAR 4006 PVC REST SB USA STARBOND L/ACC PVCS4006G2DD IN LIEU OF 21IAMP806P	14	14		50.00000	EA	700.00
870	21AMG506	6 MJXIPS PVC TRANS GASKET	14	14		7.50000	EA	105.00
880	21AMB10735CTB	3/4X3-1/2 T-HEAD B&N COR BLUE	84	84		5.00000	EA	420.00
890	74890560616516	890-56-06165-16 6 HYMAX GRIP CPLG 6.50-7.20 OD	2	2		590.00000	EA	1180.00



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Hiring - Water Serviceworkers Evan Petron and Matthew Poythress

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

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

PRESENTER: Brittney Kummet, HR Director

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

SUMMARY OF ISSUE

We received 18 applications for the Water Serviceworker position. Staff invited 7 to interview and made an offer to Evan Petron and Matthew Poythress. Evan will start with us on May 26, 2026, at Step 2 of the 2026 Water Serviceworker Wage Grid (\$29.79 per hour). Matthew will start with us on May 11, 2026, at Step 4 of the 2026 Water Serviceworker Wage Grid (\$31.97 per hour).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Approve the hiring of Evan Petron effective May 26, 2026, and Matthew Poythress effective May 11, 2026, for the Water Serviceworker positions; further that Evan Petron be placed on Step 2 of the Water Serviceworker wage grid (\$29.79 per hour) and that Matthew Poythress be placed on Step 4 of the Water Serviceworker wage grid (\$31.97 per hour).

FINANCIAL IMPACT

These positions were included in the 2026 budget.



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Promotion - Police Officer Rachel Reed to Sergeant

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 calendar

SUMMARY OF ISSUE

An internal-only job posting process was recently conducted for our Sergeant position. Eleven employees applied and were invited to interview. Staff is recommending that Police Officer Rachel Reed be promoted to Sergeant effective May 5, 2026, and be placed on Step 6 of the Sergeant wage grid (\$51.46 per hour). In addition, Staff requests that Council authorize Staff to backfill the position during the current Police Officer hiring process.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Motion to approve the promotion of Rachel Reed to Sergeant effective May 5, 2026, at Step 6 of the Sergeant Wage Grid (\$51.46 per hour) and to authorize Staff to backfill the Police Officer position during the current hiring process.

FINANCIAL IMPACT

Both positions were included in the 2026 budget.



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Promotion - Operations Manager Trenton Hawkinson to Electric Director

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

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

PRESENTER: Brittney Kummet, HR Director

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

SUMMARY OF ISSUE

The Council recently approved the internal hiring of an Electric Director. One application was received from Trenton Hawkinson. Staff recommends promoting Trent to the Electric Director position effective May 5, 2026, at Step 4 of the Electric Director Wage Grid (\$76.48 per hour).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Motion to approve the promotion of Operations Manager Trenton Hawkinson to Electric Director effective May 5, 2026, at Step 4 of the Electric Director Wage Grid (\$76.48 per hour).

FINANCIAL IMPACT



City Council Agenda Request

MEETING DATE: May 4, 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

		Date of	2026 Hourly
<u>Name</u>	<u>Job Title</u>	<u>Hire</u>	<u>Rate</u>
Kurt Wicklund	Adult Softball Umpire	4.28.2026	\$32.00
Amie Davis	Parks Weekend Custodial	4.30.2026	\$20.00
* Jon Hegre	Parks Seasonal Maintenance Worker	5.4.2026	\$20.00

Submitted for Consideration at the May 04, 2026, Council Meeting

* Returning Employee



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Request for Annex Space - Friends of the Library

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE

Staff has been approached by the Friends of the Library (FOL) to use the 1st floor of the annex for book donations and sales at no cost or a reduced market rate. Ms. Karen Johnson, President of the FOL, would like to speak to the P&F committee regarding this request.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Attached to the agenda request is a summary of how the money generated by the FOL is used.

RECOMMENDED ACTION/MOTION

Provide direction to staff on the details the Council would like to be included in a proposed agreement for the FOL to use the Annex.

FINANCIAL IMPACT

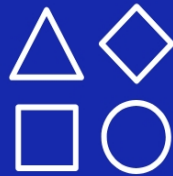
Unknown at this time

WHERE DOES THE MONEY WE RAISE GO?

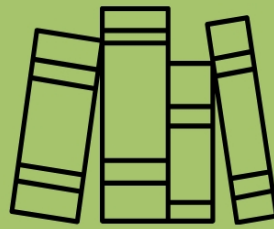
FRIENDS *of the*
BRAINERD PUBLIC LIBRARY
2025

Children's Area

\$6,856



New furniture and supplies for
the children's area



\$4,000

Extra copies of
bestselling books

\$1,540

Library card
holders



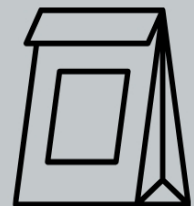
\$900

Tablet hub for patrons to
access the internet

\$5,000

Brown Bag author events

17
EVENTS



631
ATTENDEES



\$4,500

4 scholarships to
graduating seniors

Battle of the Books

\$6,246

Kids' summer
reading and
author visits



\$717

Book Clubs in a
Bag collection

Books, Burgers & Brews Book Club

\$967



9
EVENTS

270
ATTENDEES



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Memorandum Of Agreement (MOA) - IBEW BPU Union setting wages for Water/Wastewater Operator

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Brittney Kummet, HR Director

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE

On January 5, 2026, the City Council approved the job description for the new Water/Wastewater Operator position and authorized Staff to negotiate the wage for the position with the IBEW Local NO. 31 Brainerd Public Utilities Union. Attached is a signed Memorandum of Agreement (MOA) from the Union establishing the wage for the Water/Wastewater Operator position as well as information on how current employees may reclassify at this time if they so choose.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

Motion to approve the attached MOA with the IBEW Local No. 31 Brainerd Public Utilities Union setting the 2026 wages for the Water/Wastewater position; further, to authorize Staff to begin the hiring process for the Water/Wastewater Operator position.

FINANCIAL IMPACT

Position was included in the 2026 budget.

Memorandum of Agreement

This Memorandum of Agreement (hereinafter, “MOA”) is entered into between the City of Brainerd (hereinafter, “City”) and the International Brotherhood of Electrical Workers, Local No. 31 (hereinafter, “Union”), on behalf of the Brainerd Public Utilities Department bargaining unit. The City and the Union are hereinafter referred to collectively as the “parties,” and individually as a “party.”

WHEREAS, the City and Union are parties to a collective bargaining agreement in effect from January 1, 2024, to December 31, 2026 (hereinafter, “CBA”); and

WHEREAS, the CBA governs the terms and conditions of employment for City employees within the bargaining unit represented by the Union; and

WHEREAS, the City has created the new job classification of Water/Wastewater Operator; and

WHEREAS, the parties agree that the Union is the exclusive representative for employees in the Water/Wastewater Operator job classification; and

WHEREAS, the parties desire negotiate the terms and conditions of employment for the new Water/Wastewater Operator job classification.

NOW, THEREFORE, in consideration of the mutual promises hereto and to fully and completely resolve these issues, the parties agree as follows:

- 1. Wage Scale for Water/Wastewater Operator Position.** The parties agree that the following wage scale shall apply for the Water/Wastewater Operator position, and shall be incorporated into Appendix A of the CBA:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Water/WW Operator								
1/1/2026	34.08	35.38	36.68	37.99	39.27	40.57	43.83	45.44

- 2. Orderly Transition to Water/Wastewater Operator Position.** Current employees holding the position of Water Operator or Wastewater Operator who meet, or who will obtain through required training within 18 months, the requirements and qualifications for the Water/Wastewater Operator position may elect to transition to the Water/Wastewater Operator position subject to the following:

- A. Placement on Wage Scale.** Current employees holding the position of Water Operator or Wastewater Operator electing to transition to the position of Water/Wastewater Operator shall be placed on the wage scale pursuant to

City Policy.

- B. Seniority.** Current employees holding the position of Water Operator or Wastewater Operator electing to transition to the position of Water/Wastewater Operator prior to July 1, 2026, shall retain their Water Operator or Wastewater Operator classification seniority date as their Water/Wastewater Operator classification seniority date. Current employees holding the position of Water Operator or Wastewater Operator transitioning to the position of Water/Wastewater Operator after July 1, 2026, shall receive a Water/Wastewater Operator classification seniority date equal to the date of their transition to the Water/Wastewater Operator position.
- C. Anniversary Date and Review Cycle.** Current employees holding the position of Water Operator or Wastewater Operator electing to transition to the position of Water/Wastewater Operator prior to July 1, 2026, shall not be required to move to a new anniversary date for review purposes, and shall retain the anniversary date associated with their former position for purposes of performance review and step eligibility.
- D. Performance Review History and Step Advancement.** Current employees holding the position of Water Operator or Wastewater Operator electing to transition to the position of Water/Wastewater Operator prior to July 1, 2026, shall be eligible to use their prior performance evaluations for purposes of step movement and advancement eligibility.
- E. Licensure and Certification.** Current employees holding the position of Water Operator or Wastewater Operator electing to transition to the position of Water/Wastewater Operator shall be required to obtain all required licensure and certification within eighteen (18) months of their transition date. To facilitate this orderly transition, the City shall:

 - 1. Pay required licensing and testing fees;
 - 2. Provide reasonable access to training; and
 - 3. Provide study materials and paid training time where applicable.
- F. Failure to Complete Licensure and Certification.** In the event a current employee holding the position of Water Operator or Wastewater Operator who elects to transition to the position of Water/Wastewater Operator fails to obtain all required licensure and certification within eighteen (18) months of their transition date, such employee shall be returned to their prior classification, without loss of seniority or step placement, although the step placement shall be on the wage scale of the prior classification.

3. Nothing in this MOA shall be deemed to establish a precedent or practice, or to alter any established past practice or precedent arising out of or relating to the CBA. Except with regard to the interpretation and application of this Memorandum of Agreement, no Party may introduce this Memorandum of Agreement in any proceeding as evidence of any practice or precedent.
4. This MOA shall be construed to have been drafted equally by the Parties.

All other provisions of the Collective Bargaining Agreement between the Employer and the Union will remain unchanged.

This Memorandum of Agreement represents the complete and total agreement of both parties.

By signing below, each party specifically acknowledges that it has read this Memorandum of Agreement and that it understands and agrees it is legally bound by all terms of the Memorandum of Agreement.

IN WITNESS whereof the parties have entered into this MOA on the dates shown below.

FOR THE CITY OF BRAINERD

FOR INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL NO. 31

Nicholas W. Broyles, City Administrator



Kristin Renskers, Business Manager

Date

04/17/2026

Date



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Personal Leave of Absence Request - Meter Tech/Locator David Nelson

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Brittney Kummet, HR Director,
Trent Hawkinson, Operations Manager

DEPARTMENT: HR

PRESENTER: Brittney Kummet, HR Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE

David Nelson, Meter Tech/Locator, is requesting a personal leave of absence to attend a Lineman program at Midwest Line College in Indianola, Iowa. The leave of absence will be from June 8, 2026, through August 28, 2026.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

This request is pursuant to the Employee Policy Manual (EPM), specifically Section 17.12 - Personal Leave. As noted in the EPM, the Council may grant an employee a leave of absence without pay for a period of up to 90 consecutive calendar days and that employees will not earn or accumulate leave, benefits or other compensation while on unpaid leave except as required by law.

Staff have determined that there is no need to hire a temporary employee at this time. All necessary duties will be absorbed and managed by the Technical Services Division.

RECOMMENDED ACTION/MOTION

Motion to approve the personal leave of absence as requested by Meter Tech/Locator David Nelson that will begin on June 8, 2026, and end on August 28, 2026.

FINANCIAL IMPACT

N/A

From: [David Nelson](#)
To: [Brittney Kummet](#)
Cc: [Trent Hawkinson BPU](#)
Subject: Leave of absence
Date: Thursday, April 23, 2026 3:11:41 PM

Dear whom it may concern,

I am writing to formally request a ninety- day educational leave of absence from my position as Meter Tech/Locator. I have been accepted into the lineman program at Midwest line college in Indianola, Iowa and would like to take time off to focus on studies. The leave will last from June 8th - August 28 , 2026.

I am happy to assist in handling any necessary preparations before beginning my leave and will ensure a smooth handover. I am willing to train a team member to cover my responsibilities while I am away if needed.

During my time away, I will remain available for any questions or concerns that may arise. Thank you for supporting my professional development and considering my request.

David Nelson
dnelson@bpu.org



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Solicit Proposals - 2026 Large Patching Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE Staff has prepared a list of areas to address with the 2026 Large Patching Project. The streets are as follows:

- S. 8th Street
- Andrew Street
- Norwood Street
- Bluff Avenue
- Grove Street

A breakdown of the specific areas is attached. Staff is recommending that before a new patch is placed on the Andrew Street section, a layer of Class 5 gravel be placed prior to. This would match the section with the remaining segment to the south in the residential development.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

There is \$55,000 identified in the Capital Plan for this project. With a 5% contingency, staff is estimating this work to be \$55,525. Staff recommends soliciting proposals for the project and adjusting (reducing) the list, if needed.

RECOMMENDED ACTION/MOTION

Motion to authorize staff to solicit proposals for the 2026 Large Patching Project as presented.

FINANCIAL IMPACT

N/A

Street	Length	Width	Area (SY)	Approx. Depth (in)
S. 8th Street				
416 S. 8th Street	31	12	41	5
401 S. 8th Street	89	7	69	5
Maple Street Intersection Leg (West)	42	14	65	5
Front Street Intersection	60	6	40	5
Andrew Street (TH 371B Right-of-Way to East Edge of SE Driveway of 11610 Andrew St)				
Bituminous	295	24	787	3.5
Class 5 Gravel	295	24	787	8
Norwood Street				
1211 Norwood	100	12	133	2
S. 10th Street Intersection	15	14	23	2
Bluff Avenue (N. 4th Street to N. 8th Street)				
515 Bluff Avenue	69	5	38	3
Grove Street (N. 4th Street to N. 8th Street)				
N. 6th Street Intersection	33	11	40	2
N. 6th Street Intersection	25	13	36	2

S. 8th Street

416 S. 8th Street



S. 8th Street

401 S. 8th Street



S. 8th Street

Maple Street Intersection Leg (West)



S. 8th Street

Front Street Intersection



Andrew Street



Norwood Street

1211 Norwood Street



Norwood Street
S. 10th Street Intersection



Bluff Avenue

515 Bluff Avenue



Grove Street

N. 6th Street Intersection





City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Final Pay Request - Imp 24-07 - Lowell Safe Routes to School

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Attached to this item is the Final Pay Request for the Lowell Elementary Safe Routes to School project that included several pedestrian-related improvements on H Street between 3rd and 4th Avenues.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The final pay request is in the amount of \$466,005.72. Original bid amount was \$432,624.79. Including a total of 3 change orders totaling \$15,787.70, of which \$3,887.70 was covered by WSB per the meeting on October 20th, 2026, the revised total would be \$448,412.49. This pay estimate reflects final negotiated quantities with the contractor and release of final retainage, which results in the final amount \$17,593.23 over the revised contract.

RECOMMENDED ACTION/MOTION

Motion to approve the final pay estimate for the Lowell Safe Routes to School project in the amount of \$51,427.38.

FINANCIAL IMPACT

\$51,427.38

Client: City of Brainerd 501 Laurel St Brainerd, MN 56401-3595	Contractor: DeChantal Excavating LLC P O Box 315 Brainerd, MN 56401
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WSB Project No.: 026252-000
Client Project No.: 24-07
State Project No.: SAP 108-119-007
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$432,624.79	Original	\$432,624.79
Contract Changes	\$15,787.70	Additional	N/A
Revised Contract	\$448,412.49	Total	\$432,624.79

Work Certified To Date	
Base Bid Items	\$450,218.02
Contract Changes	\$15,787.70
Material On Hand	\$0.00
Total	\$466,005.72

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$29,607.47	\$466,005.72	\$0.00	\$414,578.34	\$51,427.38	\$466,005.72
Percent Retained: 0%			Percent Complete: 103.92%		

FINAL PAY VOUCHER

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

Approved By DeChantal Excavating LLC

Approved By WSB

Signature

Signature

Date

April 16, 2026
Date

Approved By City of Brainerd

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	06/27/2025	\$117,694.20	\$5,884.71	\$111,809.49
2	08/12/2025	\$138,654.50	\$6,932.73	\$131,721.77
3	08/22/2025	\$180,049.55	\$9,002.47	\$171,047.08
4	04/16/2026	\$29,607.47	(\$21,819.91)	\$51,427.38

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
SAP 108-119-007 Participating Roadway	\$466,005.72	\$0.00	\$414,578.34	\$51,427.38	\$466,005.72

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	State Aid	\$51,427.38	\$448,412.49	\$432,624.79	\$466,005.72

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$25,088.00	1	0	\$0.00	1	\$25,088.00
2	2102.503	PAVEMENT MARKING REMOVAL	L F	\$1.00	106	0	\$0.00	100	\$100.00
3	2104.502	REMOVE CASTING	EACH	\$125.00	2	2	\$250.00	4	\$500.00
4	2104.502	REMOVE SIGN	EACH	\$55.00	13	0	\$0.00	13	\$715.00
5	2104.502	SALVAGE SIGN	EACH	\$50.00	1	0	\$0.00	1	\$50.00
6	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$60.00	3	0	\$0.00	3	\$180.00
7	2104.502	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	\$60.00	2	0	\$0.00	2	\$120.00
8	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$85.00	1	0	\$0.00	1	\$85.00
9	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$8.00	25	42	\$336.00	67	\$536.00
10	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$3.25	272	125.5	\$407.87	409	\$1,329.25
11	2104.503	REMOVE CURB & GUTTER	L F	\$4.30	1092	38	\$163.40	1184	\$5,091.20
12	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$8.10	33	0	\$0.00	33	\$267.30
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$10.60	10	7	\$74.20	17	\$180.20
14	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.30	2970	140	\$462.00	3110	\$10,263.00
15	2104.518	REMOVE CONCRETE WALK	S F	\$1.55	3853	0	\$0.00	3853	\$5,972.15
16	2106.507	EXCAVATION - COMMON (P)	C Y	\$14.65	547	0	\$0.00	547	\$8,013.55

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
17	2106.507	EXCAVATION - SUBGRADE (P)	C Y	\$12.75	1119	0	\$0.00	1119	\$14,267.25
18	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$17.10	1125	0	\$0.00	1125	\$19,237.50
19	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	\$6.00	111	0	\$0.00	111	\$666.00
20	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	\$30.75	566	149	\$4,581.75	715	\$21,986.25
21	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	\$80.00	531	0	\$0.00	647	\$51,760.00
22	2503.503	12" RC PIPE SEWER DES 3006 CL III	L F	\$66.25	12	0	\$0.00	33	\$2,186.25
23	2504.602	ADJUST GATE VALVE	EACH	\$210.00	5	0	\$0.00	5	\$1,050.00
24	2506.502	CASTING ASSEMBLY	EACH	\$1,374.00	4	0	\$0.00	4	\$5,496.00
25	2506.502	ADJUST FRAME & RING CASTING	EACH	\$555.00	2	0	\$0.00	2	\$1,110.00
26	2506.503	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	L F	\$730.00	9	0	\$0.00	9	\$6,570.00
27	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,925.00	2	0	\$0.00	2	\$3,850.00
28	2521.518	4" CONCRETE WALK	S F	\$5.35	3701	-153	(\$818.55)	3844	\$20,565.40
29	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$8.00	117	0	\$0.00	122	\$976.00
30	2521.618	CONCRETE CURB RAMP WALK	S F	\$13.79	1131	46	\$634.34	1131	\$15,596.49
31	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$15.71	750	0	\$0.00	736	\$11,562.56
32	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$17.29	1169	0	\$0.00	1136	\$19,641.44
33	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$71.28	58	17	\$1,211.76	58.5	\$4,169.88
34	2531.618	TRUNCATED DOMES	S F	\$48.00	308	110	\$5,280.00	360	\$17,280.00
35	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$175.00	1	0	\$0.00	1	\$175.00
36	2545.503	2" NON-METALLIC CONDUIT	L F	\$14.00	250	28	\$392.00	228	\$3,192.00
37	2545.503	UNDERGROUND WIRE 1/C 10 AWG	L F	\$1.00	1700	345	\$345.00	1795	\$1,795.00
38	2545.602	GFCI RECEPTACLE	EACH	\$890.00	7	0	\$0.00	7	\$6,230.00
39	2563.601	TRAFFIC CONTROL	LS	\$3,560.00	1	0	\$0.00	1	\$3,560.00
40	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
41	2563.602	VEHICLE SPEED FEEDBACK SIGN	EACH	\$23,265.00	2	0	\$0.00	2	\$46,530.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
42	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	\$350.00	2	0	\$0.00	2	\$700.00
43	2564.602	INSTALL SIGN	EACH	\$250.00	1	0	\$0.00	1	\$250.00
44	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$450.00	3	0	\$0.00	3	\$1,350.00
45	2564.602	DELINEATOR / MARKER PANEL	EACH	\$110.00	6	0	\$0.00	6	\$660.00
46	2564.618	SIGN	S F	\$135.00	78	0	\$0.00	68	\$9,180.00
47	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$32,237.00	2	0	\$0.00	2	\$64,474.00
48	2571.502	DECIDUOUS TREE 2" CAL BR	EACH	\$995.00	7	0	\$0.00	7	\$6,965.00
49	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$500.00	1	1	\$500.00	1	\$500.00
50	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$165.00	6	0	\$0.00	6	\$990.00
51	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$5.00	457	0	\$0.00	340	\$1,700.00
52	2574.508	FERTILIZER TYPE 3	LB	\$1.25	58	0	\$0.00	58	\$72.50
53	2575.505	SEEDING	ACRE	\$995.00	0.2	0	\$0.00	0.2	\$199.00
54	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	LB	\$3.60	850	0	\$0.00	850	\$3,060.00
55	2575.608	SEED TURFGRASS	LB	\$5.65	29	0	\$0.00	29	\$163.85
56	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	\$2.25	1734	0	\$0.00	1644	\$3,699.00
57	2582.503	12" SOLID LINE MULTI COMP GR IN	L F	\$17.25	72	0	\$0.00	80	\$1,380.00
58	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	L F	\$4.50	757	0	\$0.00	700	\$3,150.00
59	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	S F	\$25.50	450	0	\$0.00	462	\$11,781.00
Bid Totals:							\$13,819.77		\$450,218.02

Project Category Totals		
Category	Amount This Voucher	Amount To Date
BASE BID	\$13,819.77	\$450,218.02

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	60	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$59.50	200	200	\$11,900.00	200	\$11,900.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
				& Placement							
CO	2	61	2506.602	ADJUST DRAINAGE STRUCTURE	EACH	\$1,787.70	1	1	\$1,787.70	1	\$1,787.70
CO	3	62	2550.502	PEDESTAL FOUNDATION Remove & Reset	EACH	\$2,100.00	1	1	\$2,100.00	1	\$2,100.00
Contract Change Totals:									\$15,787.70		\$15,787.70

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work. The contract documents did not include a bid item for topsoil replacement. Topsoil replacement is necessary to complete final grading and restoration in accordance with project requirements. This change order establishes a bid item and compensation for the required work.	\$11,900.00	\$11,900.00
2	CO	The Engineer has determined the Contract needs to be revised in accordance with Specification 1402.5 – Extra Work. During construction, it was identified that the contract documents included incorrect rim elevations for the storm sewer catch basins, which required adjustment in the field to match finished grade and ensure proper function. In addition, one structure required relocation due to a conflict with an existing gas main. This change order compensates the Contractor for the additional work necessary to complete these revisions.	\$1,787.70	\$1,787.70
3	CO	Due to limited right-of-way, the RRFB pedestal base was designed adjacent to pedestrian ramps, which did not meet ADA requirements. To resolve this, the ADA ramps were redesigned to account for the right-of-way constraints at those crossing locations, requiring the pedestals to be removed and reset at revised elevations. This change order compensates the Contractor for the additional work necessary to complete this revision.	\$2,100.00	\$2,100.00

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

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



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Change Order #4 - Improvement 17-12

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE

Staff is recommending approval of proposed Change Order #4. This change order includes additional quantities of excavation and replacement of trench materials within the utility trenches. Due to the late season utility installation on Wright Street, staff directed the contractor to replace trench materials with dryer, stockpiled material at the City-owned pit near the Highway 25 bridge. This allowed for both appropriate productivity needed to complete paving of Wright Street before the end of the season while also providing a better foundation for the street section over the utility trench. With 10th Street anticipated to begin shortly, staff is recommending that a similar direction is completed on the utility trenches on that street as well. With the potential for questionable soils and presence of higher groundwater, this directive would provide similar benefits to what was realized on Wright Street.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS An exact amount of material is not yet determined. Staff is estimating that approximately 7,000 cubic yards (CY) would be necessary. There is approximately 5,000 CY remaining at the City-owned pit and the contractor would have to bring in the remaining needed material from an alternative source. Below is a breakdown of estimated cost:

- 5,000 CY (City-owned) x \$29.23/CY (\$21.65/ton) = \$146,137.50
- 2,000 CY (Second source) x \$32.27/CY (\$23.90/ton) = \$64,530.00
- Estimated Total = \$210,667.50

RECOMMENDED ACTION/MOTION

Motion to approve Change Order #4 as presented for the Wright/10th Reconstruction Project.

FINANCIAL IMPACT

Estimated at \$210,667.50.

SP/SAP(s)	108-132-003	MN Project No.:	N/A	Change Order No.	4
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Project Location	Wright Street - South 6th Street to 13th Street SE (CR 45), 10th Street SE - Industrial Park		
Local Agency	City of Brainerd	Local Project No.	17-12
Contractor	Landwehr Construction, Inc.	Contract No.	17-12
Address/City/State/Zip	PO Box 1086 846 South 33rd Street / St. Cloud / MN / 56302		
Total Change Order Amount		\$210,667.50	

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 "Extra Work". To provide appropriate foundation for the street section, the Engineer has determined that additional trench excavation and material replacement is necessary for the utility trenches on 10th Street.

Resolution:

1. The Agency will compensate Contractor for labor and equipment to excavate, haul, and backfill utility trench materials.

Entitlement: Payment for this work will be at: Contract Unit Prices, Negotiated Lump Sum, Negotiated Unit Prices, or on a Force Account basis as provided in MnDOT Specification 1904 (include as many as apply), as shown in the estimate of cost.

Contract Time - is not changed

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
Street Reconstruction / 10th Street	2105.609	COMMON EXCAVATION (ALTERNATIVE SOURCE)	TON	\$23.90	2700	\$64,530.00
Street Reconstruction / 10th Street	2105.609	COMMON EXCAVATION (CITY-OWNED MATERIAL)	TON	\$21.65	6750	\$146,137.50
Net Change this Change Order						\$210,667.50

****Group/funding category is required for federal aid projects**



SP/SAP(s)	108-132-003	MN Project No.:	N/A	Change Order No.	4
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Project Engineer: [1#first_last#1]

Print Name: [1#first_last#0]

Date: [1#obtained#3]

Phone: [1#phone#2]

Contractor: [2#first_last#5]

Print Name: [2#first_last#4]

Date: [2#obtained#7]

Phone: [2#phone#6]

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for **FUNDING PURPOSES ONLY** and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for:

_____ Federal Funding
_____ State Aid Funding
_____ Local/Other Funds

District State Aid Engineer: _____

Date: _____



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: FY 2027 - 2029 Professional Engineering and Architecture Services Pool (On-Call Roster)

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):** 10 Minutes

SUMMARY OF ISSUE

Proposals for the FY 2027–2029 Professional Engineering and Architecture Services Pool (On-Call Roster) were solicited, with submissions received on March 4, 2026. A total of 33 proposals were submitted across 15 service categories identified in the request for proposals.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTSThe evaluation criteria established in the Request for Proposals (RFP) are outlined below and were used as the basis for scoring each submittal:

- Relevant Experience – 30 Points
- Team Members – 20 Points
- References – 15 Points
- Approach to Quality Assurance/Quality Control (QA/QC) – 10 Points
- Unique Qualifications – 5 Points

Staff conducted a comprehensive review of all proposals, scoring each submittal based on the merits of the criteria listed above. Evaluations were performed independently and then discussed collectively to ensure consistency and alignment across scoring. For each of the 15 service categories, proposals were narrowed based strictly on demonstrated relevant experience, the qualifications and availability of proposed team members, quality of references, the strength of the consultant’s QA/QC approach, and any unique qualifications that provided added value to the City.

Following this initial scoring and internal review process, staff identified a shortlist of consultants within each service category. The number of consultants selected per category was determined based on several factors, including anticipated workload demands, the number of qualified responses received, and the overall quality and competitiveness of the submittals.

Consultants remaining under consideration were then requested to submit their anticipated 2027 fee schedules. This information was incorporated into the final evaluation and scored as follows:

- Fee Schedule – 20 Points

The inclusion of fee schedules allowed staff to complete a final, comprehensive scoring that balanced both qualifications and cost considerations.

A summary of the final averaged scoring results is included in the attached documentation, along with the original RFP. Due to the volume of submittals, full proposal documents are not included within the agenda packet but are available for review upon request.

Based on the final scoring and resulting rankings, staff recommends that the City Council approve the FY 2027–2029 Professional Engineering and Architecture Services Pool (On-Call Roster) as presented in the attachment. In accordance with the RFP, individual consultant contracts within this pool are capped at \$500,000. Any project anticipated to exceed this threshold will be procured through a separate, full RFP process open to all interested and qualified firms.

The consultant pool was approved by both the Utilities Commission and Park Board at their meetings on April 28, 2026.

RECOMMENDED ACTION/MOTION

Staff recommends approval of the FY 2027 - 2029 Professional Engineering and Architecture Services Pool (On-Call Roster) and authorizing staff to enter into a Master Services Agreement with the consultants within the approved pool, upon preparation and final review of the Master Services Contract by the City Attorney.

FINANCIAL IMPACT

N/A

Pool Consultant Review - On-Call Roster
Proposals Received March 4, 2026 @ 12:00 PM

Category 1 - General Municipal Engineering - Street Resurfacing Projects		Category 7 - Water Treatment and Storage Engineering		Category 13 - Municipal Facilities and Public Works Support	
Bolton and Menk	88	Bolton and Menk	93	Widseth	90
SEH	89	SEH	86	Meyer Group Architecture	81
Widseth	86	KLM Engineering	81	LHB	81
Interstate Engineering	82	Stanley Consultants	79	OPN Architects	81
LHB	83	Category 8 - Wastewater Treatment Plant Engineering		Category 14 - Landscaping, Urban Design, Urban Planning, Parks Master Planning, and Trail Planning	
Category 2 - General Municipal Engineering - Street Reconstruction Projects		Bolton and Menk	93	SGA Group	85
SEH	90	SEH	88	SRF	81
Bolton and Menk	85	HR Green	80	TKDA	82
Widseth	86	Stanley Consultants	82	WSB	81
Interstate Engineering	83	Category 9 - Environmental and Regulatory Services		Category 15 - Lead Service Line Replacement (LSLR) Projects	
SRF	82	Bolton and Menk	86	Bolton and Menk	88
Category 3 - Traffic Engineering and Studies		SEH	83	Widseth	87
KLJ	87	Widseth	82	SEH	87
Bolton and Menk	87	Category 10 - Surveying, Mapping, and GIS Support		LHB	86
SEH	87	Bolton and Menk	89		
Category 4 - Utility System Studies - Water, Sanitary Sewer		Widseth	85		
SEH	89	SEH	83		
Bolton and Menk	82	Category 11 - Geotechnical and Materials Testing			
Apex Engineering Group	81	Braun Intertec	86		
HR Green	81	ITT	83		
Category 5 - Stormwater Management, BMP Design, and MS4 Support		Category 12 - Construction Administration and Inspection Services			
HR Green	86	SEH	89		
Bolton and Menk	83	Widseth	84		
Apex Engineering Group	82	Bolton and Menk	85		
SEH	83	Interstate Engineering	81		
Category 6 - Trenchless Rehabilitation		WSB	79		
Stanley Consultants	81	LHB	76		
Apex Engineering Group	81				
SEH	81				

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

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

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

OVERVIEW

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

BACKGROUND

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

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

Selected firms will be placed on an on-call consultant roster for a period of up to two (2) years, with options to extend at the discretion of the City of Brainerd. Individual task orders issued under the consultant pool shall not

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

SERVICE CATEGORIES

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

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

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

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

trenchless techniques. Typical tasks include condition assessment and prioritization, field investigations, hydraulic and structural evaluations, development of plans and specifications, cost estimating, coordination with regulatory agencies, funding and grant support, bidding assistance, and construction administration and observation.

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

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

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

OWNER PROVIDED DOCUMENTATION

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

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

SCHEDULE

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

It is the intent of the City of Brainerd to utilize the finalized and approved consultant pool for project solicitations beginning with the 2027 project delivery year and continuing through the expiration of the pool on December 31, 2029. At the time of pool expiration, and assuming the provision of satisfactory service, extensions to the pool services may be made to consultants within the pool at the sole discretion of the City of Brainerd.

PROPOSAL REQUIREMENTS

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

- c. References - up to 3 (three) references per category from agency or other client personnel that demonstrate the consultant's experience, quality of work, ability to meet schedules and budgets, responsiveness, and successful delivery of similar projects or services.
 - d. Approach to QA/QC Procedures - Describe the consultant's approach to quality assurance and quality control, including methods, processes, and standards used to ensure accuracy, completeness, and compliance with project requirements, industry standards, and regulatory guidelines.
 - e. Any other specific experience, knowledge, or abilities that uniquely qualify your firm and project team for this project.
4. Proposals must be limited to no more than 20 pages, 8.5" x 11", with no smaller than 11-point font, excluding the LOI and Firm Profile.

EVALUATION AND CONSULTANT SELECTION PROCESS

The Selection Committee will review the submittals and narrow down the list of potential firms for each category by mid-March. You will be notified whether your firm is a candidate for the consultant pool by mid-March. Fee schedules will be requested from firms still under consideration at that time. The City expects to select those firms that will be in its 2027 – 2029 consultant pool by early April.

The evaluation process will follow a 100-point scoring system for each category of pool services:

- Relevant Experience – 30 Points
- Team Members – 20 Points
- Fee Schedule – 20 Points
- References – 15 Points
- Approach to QA/QC – 10 Points
- Unique Qualifications – 5 Points

TERMS OF CONSULTANT AGREEMENTS

Consultants selected for pool services will be expected to enter into a Master Services Agreement prepared by the City of Brainerd. The terms and conditions of the negotiated agreement, along with its final execution, will take effect once the pool is finalized. Fee schedules will be reviewed and adjusted annually throughout the two-year duration of the pool, with the consultant's initial fee schedule for 2027 services submitted as part of the pool selection process.

Project-specific Task Orders or Mini Proposals will be solicited and negotiated with each firm on the approved consultant pool as individual projects or needs arise. Each Task Order will include a complete project work plan, defined tasks, deliverables, schedules, and a negotiated not-to-exceed fee for that specific project. All Task Orders will adhere to the terms of the negotiated fee schedule established under the Master Services Agreement.

The Consultant shall, at its own expense, maintain and provide proof of the following insurance coverage for the duration of the Master Services Agreement and any subsequent Task Orders:

Commercial General Liability (CGL) Insurance

- Coverage: Bodily injury, property damage, personal injury, and contractual liability.
- Minimum Limits: \$1,000,000 per occurrence / \$2,000,000 general aggregate.
- Endorsements: City of Brainerd listed as an additional insured for all liability arising from the Consultant's work under this Agreement.

Professional Liability (Errors & Omissions) Insurance

- Coverage: Professional services provided under this Agreement.
- Minimum Limits: \$1,000,000 per claim / \$2,000,000 aggregate.
- Retroactive Date: Must cover work performed prior to policy inception if claims arise during the policy period.

Automobile Liability Insurance

- Coverage: Any owned, non-owned, or hired vehicles used in connection with the Agreement.
- Minimum Limits: \$1,000,000 combined single limit per accident.

Workers' Compensation Insurance

- Coverage: As required by Minnesota Statutes, including employer's liability.
- Minimum Limits: Statutory coverage as required by Minnesota law.

Additional Requirements

- The Consultant shall provide certificates of insurance prior to the commencement of work.

- All policies shall provide 30 days' notice to the City of Brainerd in the event of cancellation or material change.
- Insurance coverage shall be maintained throughout the term of the Agreement and any extensions or Task Orders.
- Deductibles or self-insured retentions above \$25,000 must be disclosed and approved by the City.

QUESTIONS AND CONTACT INFORMATION

Answers will be issued in the form of an addendum. No answers will be issued after Friday, February 20th, 2026, at 4:30 p.m. If the City deems it necessary to revise any part of this RFP before the proposal due date, the City will issue an addendum. Addendums will be issued via e-mail notification.

PROPOSAL DUE

If you are interested in submitting, please submit digital copies of the completed LOI and SOQ to the office of the Public Utilities Director no later than 12:00 P.M. on Wednesday, March 4, 2026. Digital proposals can be e-mailed to psandy@bpu.org.

A pool services recommendation will be presented to the Park Board, Public Utilities Commission, and City Council pursuant to the schedule within this solicitation.

Proposals and any inquiries should be directed to:

Paul Sandy, Public Utilities Director
8027 Highland Scenic Drive
Baxter, MN 56425
(218) 825-3220
psandy@bpu.org



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Construction Program Manager Proposal - Bolton and Menk - 2026 Construction Season

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

With the pending resignation of Jessie Dehn and the approaching 2026 construction season, staff recommends retaining a consultant program manager to provide construction administration and project coordination support for the City's capital improvement program throughout the construction season.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Staff solicited proposals from two consulting firms to provide program management services in support of the City's 2026 capital improvement program. After internal review, staff determined it was prudent to request a proposal from Bolton & Menk, Inc., given the firm's significant existing involvement in the City's construction program and familiarity with ongoing projects. Bolton & Menk is currently administering multiple construction contracts on behalf of the City, including the SE Brainerd Reconstruction Project and Public Works' lead service line replacement projects. Utilizing Bolton & Menk in a broader program management capacity will provide continuity across active projects, reduce duplication of construction oversight efforts, and avoid inefficiencies associated with assigning additional consultants to projects already under their administration.

The proposed consultant program manager would provide construction administration and project coordination support throughout the 2026 construction season, including assistance with the closeout of the 2025 Beech Street and Wright Street / South 10th Street Improvement Projects that have carried into 2026. Services would also include attendance at weekly construction progress meetings; review of contractor pay applications, shop drawings, change orders, certified payrolls, and other contract documentation; coordination of contract approvals and amendments through boards and commissions; field coordination with City staff, contractors, and regulatory agencies; maintenance of project schedules and coordination of staking, testing, and field documentation; and representation of the City during periods when staff is unavailable. The consultant would also provide additional construction administration support as needed to ensure successful delivery of the City's capital program.

Staff requested an hourly rate proposal from Bolton & Menk utilizing senior-level staff to serve in an overall program management role. Bolton & Menk has proposed Phil Martin and Bryan Drown to

perform these services in coordination with Public Works Director Sandy at a rate of \$205 per hour, which is a reduced rate from the firm's standard fee schedule. Any additional support staff involved in project coordination would be billed at the firm's standard hourly rates, as outlined in the attached professional services agreement.

Staff intends to utilize these services on an as-needed basis, scaling consultant involvement based on construction activity and workload demands throughout the season. This arrangement is intended to provide operational flexibility during peak construction periods, ensure timely administration of contracted work, and support a seamless transition of City Engineer responsibilities. Given the current vacancy in the City Engineer position and the loss of an additional senior leadership role that would typically assist in construction administration, staff believes supplemental program management support is necessary to effectively manage the City's expanded 2026 construction program.

Staff estimates utilizing these services at approximately 15 hours per week over a four-month period, resulting in an anticipated budget expenditure of approximately \$61,500 for planning purposes. Actual use will be carefully managed and limited to periods when consultant support is necessary to maintain project delivery schedules and construction oversight.

RECOMMENDED ACTION/MOTION

Staff recommends approval of a professional services agreement with Bolton & Menk, Inc. for 2026 Program Management Services, as outlined above, in an estimated hourly amount of \$61,500.

FINANCIAL IMPACT

Funding for these services is proposed from Construction Fund 401 in an estimated hourly amount of \$61,500, with costs allocated proportionately to the construction projects receiving administrative support and applied to each project's total engineering budget during the period in which services are performed.

AGREEMENT FOR PROFESSIONAL SERVICES MN

STANDARD PROJECT-PUBLIC CLIENT

PUBLIC CLIENT and BOLTON & MENK, INC.

This Agreement, made this 4th day of May 2026, by and between the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401, ("CLIENT"), and BOLTON & MENK, INC., 7656 Design Road, Suite 200, Baxter, MN 56425, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services for project management assistance to deliver various public works construction projects in an estimated timeframe of May 2026 to the end of August 2026 ("Project") and whereas the CONSULTANT agrees to furnish the various professional services (the "Services"), including Basic Services and Additional Services as defined in Section I, as requested by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I – CONSULTANT’S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services to include project management assistance on an as needed basis as directed by the City of Brainerd Public Works Director. It is estimated services will average fifteen to twenty hours per week over a four-month period.

B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may reasonably rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT on an hourly basis in accordance with Schedule 1 – 2026 Fee Schedule, as applicable. Primary contacts and hourly bill rates are as follows:
 - a. Phillip Martin, PE – Municipal Practice Leader|Principal - \$205 per hour
 - b. Bryan Drown, PE – Municipal Project Manager|Associate - \$205 per hour
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2026. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS.

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge at the interest rate established under Minn. Stat. § 549.09 will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV – GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the Project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and this Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project only to the extent caused by the negligent or intentional acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify CONSULTANT from losses, damages, and

judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT and CONSULTANT waive all claims against individuals involved in the services provided under this Agreement and agree to limit all claims to their respective corporate entities.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies, to the extent permitted by CONSULTANT'S insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA.

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the

Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information related to the Project obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements are met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA). All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

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SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Brainerd

CONSULTANT: Bolton & Menk, Inc.



Phil Martin, PE
Municipal Practice Leader | Principal

Date: 05/04/2025

2026 FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Two-Man Survey Crew	\$260-310
One-Man Survey Crew	\$175-210
Specialist*	\$100-216
Practice Expert**	\$125-349
Principal**	\$180-320
Senior Principal**	\$232-344
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Professional Surveying and Design Services Proposal - Bolton and Menk - Laurel Street between SE 13th Street and SE 17th Street

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

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

SUMMARY OF ISSUE

As part of the 2026 SE Brainerd Reconstruction Project, staff has been coordinating with the property owner regarding the acquisition of easement rights or fee title for the parcel containing Laurel Street between 17th Street SE and 18th Street SE. During review of the proposed legal description for that segment, the property owner requested that the City consider establishing a formal alignment and legal description for the remaining portion of Laurel Street between 13th Street SE and 17th Street SE to address the corridor comprehensively.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Laurel Street is an existing one-way roadway extending from 13th Street SE to 18th Street SE along the south side of the Northern Pacific Center property, providing access to several residential properties adjacent to the corridor. To the extent Laurel Street lies within Northern Pacific Center property, it has been statutorily dedicated to the City pursuant to Minn. Stat. § 160.05, as the City has maintained the roadway as a public street for well beyond the six-year statutory period. As a result, the City possesses a legally recognized right-of-way easement for the existing roadway alignment, and acquisition of fee title is not legally required for the roadway in its current footprint. However, staff recognizes value in obtaining formal easement rights or fee ownership of the corridor to support both the 2026 reconstruction project and future infrastructure improvements along Laurel Street.

As part of the 2026 SE Brainerd Reconstruction Project, Laurel Street is proposed to be widened between 17th Street SE and 18th Street SE to maintain its one-way traffic pattern while accommodating on-street parking. Because the widened roadway footprint extends beyond the limits of the City's existing prescriptive rights, additional property rights—either through easement acquisition or fee title purchase—are necessary to facilitate the planned improvements.

During discussions regarding acquisition for this segment, the property owner requested that the City address right-of-way needs for the entire Laurel Street corridor comprehensively, rather than through incremental acquisitions tied to future reconstruction phases. In response, staff requested a proposal from Bolton & Menk, Inc., the consulting engineer for the 2026 SE Brainerd Reconstruction Project, to evaluate and establish future right-of-way needs for Laurel Street between 13th Street SE and 17th

Street SE. Bolton & Menk previously completed similar work for the segment between 17th Street SE and 18th Street SE and is well-positioned to extend that analysis to the remaining corridor.

The proposed scope of work includes establishing preliminary horizontal alignments for future roadway reconstruction, determining anticipated construction limits, conducting boundary and limited topographic survey work, modeling a typical street section consistent with planned improvements, and preparing legal descriptions for the property rights necessary to reconstruct Laurel Street in the future. This work will provide the City with a clear framework for either easement acquisition or fee title purchase and will proactively resolve property rights issues ahead of future capital improvements.

Staff believes it is prudent to address Laurel Street right-of-way needs comprehensively at this time, as doing so will streamline future reconstruction efforts, reduce project delays associated with property acquisition, and provide long-term certainty for both the City and the property owner.

The proposed fee for this work is not to exceed \$7,300, which staff recommends funding through Construction Fund 401, as the work directly supports future reconstruction planning for Laurel Street.

RECOMMENDED ACTION/MOTION

Staff recommends approval of a professional services agreement with Bolton & Menk, Inc. to complete future corridor planning, boundary survey, and right-of-way legal description services for Laurel Street between 13th Street SE and 17th Street SE, in an amount not to exceed \$7,300.

FINANCIAL IMPACT

\$7,300 from Construction Fund 401.



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Road, Suite #200
Baxter, MN 56425

Phone: (218) 280-0782
Bolton-Menk.com

April 27, 2026

Paul Sandy, PE
Public Works Director
501 Laurel Street
Brainerd, MN 56401

RE: Laurel Street Legal Description and Future Alignment
Laurel Street, Brainerd MN
City Of Brainerd

Dear Paul:

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic and boundary survey on the land described above.

We propose to perform the field work with survey staff in our Baxter office. All work would be managed and supervised by a licensed land surveyor.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 218-280-0782 or luke.landecker@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

Luke Landecker
Survey Manager

Bryan G. Drown, PE
Municipal Project Manager | Associate

Attachments: Scope of Services Budget (4 pages)
Terms & Conditions of Proposal (2 pages)

SCOPE OF WORK

Bolton and Menk, Inc. will complete the scope of work in compliance with the items identified below:

- Establish right of way for Laurel Street heading to SE 13th Street from SE 17th Street.
- Provide a legal description and sketch to fully dedicate Laurel Street as City Property.
- Conduct a topographic survey and capture existing features for future design and planning.
- Develop a proposed street alignment and verify typical street section that is proposed from 17th Street SE to 18th Street SE as part of the 2026 SE Reconstruction Project is constructable within the proposed acquisition area.

Topographic Survey:

- Establish horizontal and vertical survey control, based on Crow Wing County coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
 - Location of downspouts, rain leaders, stoops and steps
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet
 - Exterior building lines adjoining the proposed expansions will be dimensioned to the nearest hundredth of a foot; said building lines are identified in purple on the attached sketch
 - Horizontal accuracy of ± 0.03 feet
 - Exterior building lines not adjoining the proposed expansions will be dimensioned to the nearest tenth of a foot
 - Horizontal accuracy of ± 0.10 feet

- Interior finished floor elevations will be obtained to a vertical accuracy of ± 0.01 feet at designated locations
- Building addresses
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees located within the survey limits
 - Tree sizes to be included
- Landscaping and individual trees will be located
 - Tree sizes to be included
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
 - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Catch basins and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines

Boundary Survey:

- Establish The South line of Laurel Street per existing plats and any other monuments that may help establish this area.
- Survey map will detail the evaluated evidence and results of the survey; survey map will also display any other potential encroachments to/from the property that were physically observed

- Establish existing right-of-way limits based on the field monumentation, observed prescriptive easement limits, and title reports provided by the City.
- Hire a title company subcontractor to provide an Ownership and Encumbrances report with copies of vesting deeds and easements. A forty-year search will be requested. The cost of the title subcontractor fees will be billed as an additional service. The estimated cost per Parcel is \$125.
- If temporary construction easements are required, a separate exhibit drawing can be drafted. The preparation of any temporary easement exhibits would be considered extra services and be billed accordingly.

Engineering Services:

- Identify proposed street centerline alignment.
- Develop high level street corridor model to verify typical street section that is proposed from 17th Street SE to 18th Street SE as part of the 2026 SE Reconstruction Project is constructable within the proposed acquisition area.
 - Corridor model will identify if future improvements to Laurel Street will require temporary grading easements.
 - Prepare exhibit showing temporary grading easement areas.

DELIVERABLES

We will furnish print copies of map along with an electronic PDF copy. Upon request, we can also provide a version of the survey with an aerial photo used as a background.

Certified topographic/boundary survey drawing will be submitted in an electronic (Civil3D2026file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- Owner will provide copies of the current deed and any easements required to be shown on the Certificate of Survey; Bolton & Menk, Inc. will not perform any title research
- Client will provide copies of the current deed and any easements required to be shown. Bolton & Menk will not perform any title research.

- Except for obtaining copies of the current deeds on the property, no title research or easement research will be included with this survey
- Title research will be limited to retrieving the current deed for the property and the adjoining. We do not guarantee that our research will discover underlying title problems, if any in fact exist, with the property. To achieve that assurance, we recommended you purchase title insurance commitment.
- Title issues that may arise (gaps/overlaps, poor legal description, etc.) will be considered additional services and will be invoiced on an hourly basis.
- Please note that title research on our part will be limited to retrieving the most recent copy of the subject property's deeds and the immediately adjacent neighbors' deeds, we do not guarantee that our research will discover underlying title problems, if any in fact exist, with the property. If you desire that assurance and given the high market value of this property we suggest purchasing a title insurance commitment.
- Surveying properties in your area is often challenging due to the age and poor quality of the original platting, and as such, Bolton & Menk, Inc. reserves the right to re-negotiate the estimated costs should the preliminary field work indicate there are substantial complicating circumstances regarding property boundaries that were not apparent prior to arriving at the site. This determination will be made as quickly as possible upon commencement of the survey. We will contact you immediately for a directive if needed.
- Any fees associated with hiring an excavator to dig for Section Corners shall be considered additional services and will be invoiced on an hourly basis.
- Section corner stones or irons are in place and can be found in a reasonable time. If not, we reserve the right to discontinue the survey and provide you with a revised estimate for your consideration.
- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- Features within the proposed sites required to be located will have been cleared of snow and ice cover prior to the field staff starting work.
- We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that

information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.

- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.
- We will locate all trees 2 inches or greater in diameter and delineate its general type by deciduous or coniferous but will not provide English or botanical names for each tree. If you require this information we can hire a forester to identify the species at an additional cost.
- The relative positional accuracy of the boundary survey shall not exceed 0.07 feet (or 20 mm) + 50 ppm or have an error of closure greater than 1/30000.
- Proposal doesn't include wetland delineations. Bolton & Menk can provide this service for an additional fee.
- Engineering and surveying services not specifically identified herein are not part of this proposal.
- Any additional studies, tasks, or coordination (e.g. wetland delineations, environmental or archaeological studies, permit applications, meetings representing the client, etc.) not explicit in the proposed Scope of Work will be performed by others or as additional services.
- The scope of services provided above is inclusive of all tasks offered under this contract and fee. Parties agree that additional understandings that conflict with this document (including oral agreements) must be negotiated in writing.
- Only utilities that are marked in the field along with utility maps provided by utility companies will be graphically shown on the survey map. Proposed costs are based on assumption that field markings by utilities will be made within the time allotted for such requests through Gopher State One Call. No allowance has been included if return trips to the site must be made by survey staff to locate delayed utility markings.
- Fees associated with document copies, application fees and recording fees will be billed as extra costs.
- If our assumptions are not accurate, please request this proposal be revised to meet your needs.

FEES

Bolton & Menk, Inc.'s proposed fee for the described Scope of Services is as follows:

Scope Of Services	
Topographic & Boundary Survey Work With Engineering Services.	\$7,300

Bolton & Menk, Inc.'s Hourly Rate	
1-person survey crew (Level III Certified Technician) with equipment	\$205
2-person survey crew (Led by Level III Certified Technician) with equipment	NA
Licensed Land Surveyor/Professional Engineer	\$215
Office Technician	\$175

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

Travel time from the Baxter office to project site will be billed in accordance with the above survey crew's hourly rate.

SCHEDULE

Bolton & Menk, Inc. has the staff to meet any reasonable time frame required. We expect the finished survey map will be delivered to you within 15 working days after we have received authorization to proceed. (The Minnesota Gopher One Call process takes three days to get the underground utilities marked, which needs to be completed prior to fieldwork commencing.)

APPROVALS AND SIGNATURES

City of Brainerd acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and City of Brainerd agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the City of Brainerd or has been authorized to accept this Agreement on behalf of the City of Brainerd. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney’s fees, in the event of default by the City of Brainerd.

Accepted by:

Print Name/Title

Signature and Date

I/We personally guarantee payment of all obligations for services to be provided by BMI under this Agreement. I/We further agree to pay all costs of collection incurred by BMI, including reasonable attorney’s fees.

Print Name/Title

Signature and Date



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Discussion on Small Cell Wireless Facility Permit

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE Staff has received a request from Verizon to replace a small cell wireless facility on a light pole on S. 4th Street, south of Quince Street. The designs that have been provided do not comply with the City's Small Wireless Facility Design and Review Guideline Policy and the aesthetic requirements contained within. They are proposing to upgrade the existing facilities, which includes antennas and equipment that lie outside of the pole. This does not meet the requirements of the current policy that include the following:

- The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the wireless support structure pole, and to the maximum extent practical, should appear as a seamless vertical extension of the pole. In no case shall the maximum diameter of the shroud be wider than one- and one-half times the diameter of the top of the pole.
- All antenna shall be mounted to the top of the wireless support structure pole, aligned with the centerline of the wireless support structure.

The policy is attached for reference. It does indicate that modification of wireless facilities and/or support structures shall comply with the policy.

Verizon has provided a letter request that indicates requirement to comply with the Spectrum Act. Specifically, that "a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." An "eligible facilities request" is defined to include any collocation, removal, or replacement of existing equipment.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS The Council has a couple options to evaluate regarding the request.

1. Provide direction to staff on the current permit request from Verizon to replace the wireless facilities. Staff would recommend approval of the variance.

2. Provide direction to staff whether to revise and provide draft of the City's Small Wireless Facility Design and Review Guideline Policy to the City Council to ensure compliance with any Federal/State rules or regulations.
3. Provide direction to staff to prepare an Ordinance revising City Code Section 800 that indicates the requirement for small cell wireless facilities to be in compliance with the policy by reference.

RECOMMENDED ACTION/MOTION

1. Motion to direct to staff to approve the current permit request from Verizon with exception from the current policy.
2. Direct staff to revise and provide draft of the City's Small Wireless Facility Design and Review Guideline Policy.
3. Direct staff to prepare an Ordinance revising City Code Section 800 that indicates the requirement for small cell wireless facilities to be in compliance with the policy by reference.

FINANCIAL IMPACT

N/A



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March 6, 2026

City of Brainerd
Stephanie Bestul
Zoning Specialist/Permit Tech
501 Laurel St, Brainerd, MN 56401

Verizon Wireless Site ID: MN06 BRAINERD HS SC 1 2 / 17333278

Verizon Wireless Site Address: 460 Quince St, Brainerd, MN 56401

Enclosed please find the following items attached:

- 6409 Request Form
- Copy of online permit submission
- RF Safety Plan & Letter
- Previous permitting communication with City

I am submitting this Eligible Facilities Request on behalf of Verizon Wireless, as an authorized agent. If you need any additional information, please feel free to call me at 401-787-6745 or e-mail me at mbeausoleil@infraservices.com.

Thank you in advance for your assistance.

Sincerely,

Meagan Beausoleil

Meagan Beausoleil
Site Acquisition Specialist

InfraServices
1787 Sentry Parkway West, Suite 100
Blue Bell, PA 19422

Encl.

*1787 Sentry Parkway West, Suite 100
Blue Bell, PA 19422*

Verizon Wireless 60-Day Eligible Facility Request Modification of Existing Wireless Base Station in the Right-of-Way

Request Date: *March 6, 2026*

Jurisdiction: *City of Brainerd, MN*

Departments: *City of Brainerd Community Development*

Site Address: *460 Quince St, Brainerd, MN 56401*

Verizon Wireless Contact: *Vanessa Muir, vanessa.muir@verizonwireless.com, 612-723-5684*

This document serves as Verizon Wireless's eligible facilities request to modify an existing base station in the right-of-way at the above-referenced site address. This eligible facilities request must be approved administratively under Section 6409 of the federal Spectrum Act and Federal Communications Commission ("FCC") rules. Review by the City of Brainerd is limited to determining whether the proposed modification qualifies as an eligible facilities request that does not substantially change the physical dimensions of the wireless base station in the right-of-way. All permits necessary to commence construction must be approved within 60 days of the request date set forth above, subject to tolling for incompleteness.

For this request, Verizon Wireless attaches the following applications for all the permits required by the City of Brainerd to commence construction of the modification:

Com - BLDG - Remodel Permit

Verizon Wireless has submitted the application fees in the amount of \$594.51 with this application by electronic payment, see below for reference.

Project Description

The existing wireless facility owned by *Brainerd Public Utilities* was originally permitted through Mark Ostgarden, City Planner. It was determined that no permitting was required. Email correspondence dated February 20, 2015 is attached for reference. As currently installed, the facility consists of small cell wireless installation.

To accommodate new wireless technologies, Verizon Wireless proposes to upgrade antennas and radio units. No additional changes are proposed for the modification.

FCC Rules for Eligible Facilities Requests

The Spectrum Act states that “a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.”¹ An “eligible facilities request” is defined to include any collocation, removal, or replacement of existing equipment.²

The FCC adopted rules providing legally binding guidance on key terms of the Spectrum Act, notably defining “substantial change” with the six thresholds described below.³ The FCC requires that qualifying eligible facilities requests be approved within 60 days, subject to tolling for incompleteness.⁴ The 60-day period begins when an applicant takes the first procedural step required by a local government, and submits written documentation.⁵ The only submittal documents a local government can require are those relevant to determining if a proposed modification qualifies as an eligible facilities request.⁶ If a local government does not render a decision within the 60-day period, an eligible facilities request can be deemed granted by operation of law.⁷

The Proposed Modification Does Not Constitute a “Substantial Change”

Below are the FCC’s six “substantial change” thresholds for a wireless base station in the right-of-way,⁸ each followed by an explanation that the proposed modification does not exceed that threshold.

- 1) It increases the height of the structure by more than 10% or more than ten feet, whichever is greater.

No height increase. Existing pole height: 30.5” Proposed replacement pole height: 30.5”

- 2) It involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet.

No added appurtenance will protrude more than six feet.

- 3) It involves the installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four; or, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure.

No new cabinets will be installed

- 4) It entails any excavation or deployment outside the current site (as defined at 47 C.F.R. § 1.6100(b)(6)).

No excavation or deployment outside the current site

- 5) Would defeat the concealment elements of the eligible support structure.

Proposed modifications to look identical to current structure

- 6) Does not comply with conditions associated with the siting approval of the construction or modification of the existing facility, unless the non-compliance is due only to a change in height, width, etc., that does not exceed the first four thresholds.

There are no prior conditions of approval that would render the modification to be non-compliant, aside from any conditions that would be preempted by the first four “substantial change” thresholds.

Verizon Wireless is providing a radio frequency exposure compliance report prepared by Verizon Wireless that confirms that the facility, as modified, will continue to comply with the FCC’s radio frequency exposure limits.

In sum, the modification clearly qualifies as an “eligible facilities request” under the Spectrum Act and FCC rules, because it does not exceed any of the thresholds such that it would “substantially change” the physical dimensions of the existing wireless base station in the right-of-way. Failure to process this eligible facilities request and approve all necessary permits within 60 days may result in the request being deemed granted by operation of law.

¹ 47 U.S.C. § 1455(a)(1).

² 47 U.S.C. § 1455(a)(2).

³ See Report and Order FCC 14-153, 29 FCC Rcd. 12865 (FCC October 17, 2014); see also Report and Order FCC 20-153, 85 FR 78005 (FCC October 27, 2020).

⁴ See 47 C.F.R. § 1.6100(c)(2), (3).

⁵ Declaratory Ruling 20-75, 35 FCC Rcd 5977, ¶ 16 (FCC June 9, 2020).

⁶ See 47 C.F.R. § 1.6100(c)(1).

⁷ See 47 C.F.R. § 1.6100(c)(4).

⁸ See 47 C.F.R. § 1.6100(b)(7).



Com - BLDG - Remodel Permit Application Details

View details for the selected Com - BLDG - Remodel Permit application.

Com - BLDG - Remodel Permit Application Summary

Date Applied	01/15/2026	Status	Submitted
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Property and Process Details

Property Address	No Data to Display	Parcel Number	41241575
Permit Type	Com - BLDG - Remodel	Owner Name	IND SCHOOL DIST, # 181

Contact Information

Contact	Meagan Beausoleil	Email	mbeausoleil@infraservices.com
Phone	3392109718	Web Username	mbeausoleil

Attached Documents

Document Title	Status	Description	File Name		
Site Plan	Uploaded 01/15/26 10:13 AM		REV0_MN06BRAINERDHSSC1 2_2025-12-30.pdf	✓	View Attachment
Architectural Plans	Uploaded 01/15/26 10:14 AM		SA_v1_MN06BRAINERDHSSC 12_11-26-25.pdf	✓	View Attachment
Contractor List	Uploaded 01/15/26 10:14 AM		InfraServices Contractor List_MN06 BRAINERD HS SC1 2.pdf	✓	View Attachment

[Add Additional Document](#)

Additional Information

Below is a mechanism to communicate with the Building Department regarding your request.



www.infraservices.com

January 15, 2026

City of Brainerd
Attn: Stephanie Bestul
501 Laurel Street
Brainerd, MN 56401
218-454-3406

Verizon Wireless Site ID: MN06 BRAINERD HS SC 1 2 / 1733278

Verizon Wireless Site Address: 460 Quince St, Brainerd, MN 56401

Contractor List:

InfraServices
Project Manager
Chas. Cluever
Project Manager
C: 651.212.1850
825 3rd Ave
Wanamingo, MN 55983
ccluever@infraservices.com

Thank you,
Meagan Beausoleil

Meagan Beausoleil
Site Acquisition Specialist

InfraServices
1787 Sentry Parkway West, Suite 100
Blue Bell, PA 19422

Encl.

*1787 Sentry Parkway West, Suite 100
Blue Bell, PA 19422*

From: [Stephanie Bestul](#)
To: [Meagan Beausoleil](#)
Subject: RE: Contractor Registration
Date: Thursday, January 15, 2026 10:32:09 AM
Attachments: [image001.png](#)
[image002.png](#)

[EXTERNAL SENDER] - Watch for Phishing Attack

[External Message] - Take care when clicking links or opening attachments.

Hi Meagan,

Yes, you may go ahead and apply.

Thank you,
Stephanie



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.

From: Meagan Beausoleil <mbeausoleil@infraservices.com>
Sent: Thursday, January 15, 2026 9:28 AM
To: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Subject: RE: Contractor Registration

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

Good Morning Stephanie,

The GC has completed their registration for this project and the details are below. I am going to apply for the permit today and want to make sure you don't need anything else before I begin.

InfraServices
#2026-0002
Expires: 12/31/2026

Thank you,
Meagan

From: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Sent: Thursday, January 8, 2026 11:21 AM
To: Meagan Beausoleil <mbeausoleil@infraservices.com>
Subject: RE: Contractor Registration

[EXTERNAL SENDER] - Watch for Phishing Attack

[External Message] - Take care when clicking links or opening attachments.

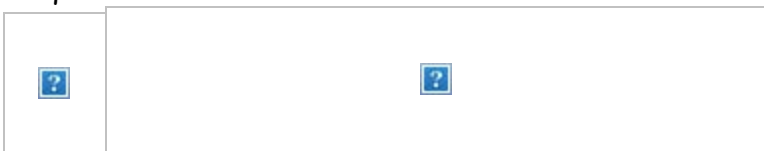
Meagan,

I have you set up – the PIN is 2142dfe468f6

The address of 460 Quince Street is not a valid property address, so you will need to apply using the parcel ID#, which is 41241575. The permit type will be a Com – BLDG – Remodel.

If you have any issues, please let me know.

Thank you,
Stephanie



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.

From: Meagan Beausoleil <mbeausoleil@infraservices.com>

Sent: Thursday, January 8, 2026 10:00 AM

To: Stephanie Bestul <sbestul@ci.brainerd.mn.us>

Subject: RE: Contractor Registration

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

Wonderful.

Meagan Beausoleil
InfraServices
1787 Sentry Parkway West
VEVA 18 - Suite 100
Blue Bell, PA 19422
339-210-9718

From: Stephanie Bestul <sbestul@ci.brainerd.mn.us>

Sent: Thursday, January 8, 2026 10:57 AM

To: Meagan Beausoleil <mbeausoleil@infraservices.com>

Subject: RE: Contractor Registration

You don't often get email from sbestul@ci.brainerd.mn.us. [Learn why this is important](#)

[EXTERNAL SENDER] - Watch for Phishing Attack

[External Message] - Take care when clicking links or opening attachments.



Phone: (218) 828-2307

Billing Information

Meagan Beausoleil
1787 SENTRY PARKWAY WEST
BLUE BELL, PA 19422
mbeausoleil@infraservices.com

Transaction Detail

American Express
XXXXXXXXXXXX1009
3/4/2026 9:43:46 AM
Approved 201802

Invoices

Type	Account #	Invoice #	Amount
Building Permits	P26-0014	INV-P26-0014	\$594.51
SUBTOTAL			\$594.51
SERVICE FEE			\$20.81
GRAND TOTAL			\$615.32

12/27/2016

RE: Verizon Wireless Site Located at: **460 Quince Street**
BRAINERD, MN

Dear Verizon Wireless Landlord,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance evaluation for the above-noted site.

The FCC has established safety guidelines relating to potential RF exposure from cell sites. The FCC developed the standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <http://www.fcc.gov/oet/rfsafety/rf-faqs.html>.

To ensure general public safety, it is important that you contact Verizon Wireless personnel at least **24 hours** in advance should general maintenance need to be performed in areas where antennas are present. This is required to comply with FCC guidelines and ensure the environment is safe for general maintenance workers who may require RF Safety & Awareness training. With notification, Verizon Wireless is able to evaluate appropriate actions needed relating to the antennas and proximity of the work location.

Please refer to the FCC Office of Engineering and Technology Bulletin 65, Bulletin 56, and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Contact your local Verizon Wireless resource below if you have additional questions, or if maintenance is to be performed in an area where Verizon Wireless antennas are present.

Local Verizon Wireless Contact Name	Phone
Steve Olson	320-808-4155

In the event that emergency maintenance must be performed on the structure and the above-noted contact is not available, please call the Verizon Wireless Network Operations Center at **800-264-6620** for assistance.

Sincerely,

Verizon Wireless Network Regulatory Group

Landlord Responsibilities (M.E.N.U)

RF exposure safety and the protection of every licensee's infrastructure are very important. Both landlords and licensees have a shared responsibility in maintaining a safe and secure RF environment. Landlords can help in this significant endeavor by:

- ⇒ **M**aintaining all necessary wireless licensee contact information.
- ⇒ **E**nforcing restricted access (help maintain a Controlled Environment).
- ⇒ **E**nsuring all building/maintenance personnel are trained in RF Safety, aware that the potential for exposure exists, and follow all appropriate entry and safety procedures.
- ⇒ **N**otifying all licensees when any non-carrier requests access to any area with antennas at least 24 hours in advance.
- ⇒ **U**nderstanding that compliance with the FCC and OSHA can be achieved with RF Exposure levels above the applicable limit if the proper signage, physical/indicative barrier, and access restrictions are implemented. Commitment to compliance and willingness to cooperate are essential.



For General RF Safety & Awareness Questions

Verizon Wireless

E-mail: npa@verizonwireless.com

E-mail Subject: "ATTN: RF Compliance"

In The Event That Emergency Maintenance Is Required

24-Hour Network Operations Center: 1-800-264-6620

RF Safety & Awareness Training Contacts

- ⇒ C-Squared Systems
(www.csquaredsystems.com)
- ⇒ EBI Consulting
(www.ebiconsulting.com)
- ⇒ Global RF Solutions
(www.grfs.net)
- ⇒ Hammett & Edison, Inc.
(www.h-e.com)
- ⇒ Lawrence Behr Associates, Inc.
(www.lbagroup.com)
- ⇒ Millennium Engineering
(www.millenniumengineering.net)
- ⇒ Pinnacle Telecom Group
(www.pinnacletelecomgroup.com)
- ⇒ Richard A. Tell Associates
(www.radhaz.com)
- ⇒ RSI
(www.rfcomply.com)
- ⇒ SiteSafe
(www.sitesafe.com)
- ⇒ Telnet
(www.telnet-inc.com)
- ⇒ Trott Communications Group
(www.trottgroup.com)
- ⇒ Waterford Consultants
(www.waterfordconsultants.com)
- ⇒ WFI
(www.wfinet.com)

Radio Frequency (RF) Environments

SAFETY &
AWARENESS



FCC Information

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards incorporate prudent margins of safety. The following represents an overview of the most applicable information:

Classifications for Exposure Limits

Occupational

Persons are "exposed as a consequence of their employment" and are "fully aware of the potential for exposure and can exercise control over their exposure".

General Population

Any persons that "may not be made fully aware of the potential for exposure or cannot exercise control over their exposure".

Those in this category do not have RF Safety & Awareness Training.

Ensuring Compliance With FCC Guidelines

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines.

Wireless Licensees are required by law to implement the following:

- Restrict access (lock doors/ladders)
- Post notification signage on every access point to increase awareness of the potential for exposure BEFORE one enters an area with antennas.
- Place additional notification signage and visual indicators in an area with antennas (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

Compliance Materials

Notification Signage



(Notice) RF Guidelines - Informs viewer of the basic safety guidelines for working in an RF Environment.



Information- Provides relevant contact information for any questions or requests.



(Blue) Notice - Informs viewer that beyond the sign, RF exposure levels may exceed the General Population MPE limit but will remain below the Occupational MPE limit.



(Yellow) Caution - Informs viewer that beyond the sign, RF exposure levels may exceed the General Population and Occupational MPE limit.



(Red) Warning - Informs viewer that beyond the sign, RF exposure levels may substantially exceed the General Population and Occupational MPE limit.

Indicative Barriers

In addition to physical barriers such as locked doors or ladders, wireless licensees may also be required to place indicative barriers as a means of visually demarcating an area where RF levels are expected to exceed the FCC's limits. **Examples of Indicative Barrier Materials:** plastic chains, buckets, reflective paint or tape, plastic cones, fiber-glass fences, and poles mounted in cinderblocks.



Antenna Safety

Antenna Types



Yagi - Antenna that radiates energy in one direction. RF energy has a narrow beam. **Walk behind or under this antenna.**



Panel - Antenna that radiates energy in one direction. RF energy beam can range from narrow to very wide. **Walk behind this antenna. Stay out of the general direction that the antenna is pointing.**



Whip - Antenna that radiates energy equally in all directions. **Maintain as much distance as possible from this antenna.**



Microwave - Antenna that radiates energy in one direction. RF energy has a narrow beam. **Walk under or behind this antenna.**

When In An Environment With Antennas:

- ⇒ Maintain at least a 3-foot clearance from all antennas. A 10-foot separation distance is preferred.
- ⇒ Never touch an antenna. Assume all are active.
- ⇒ Read and obey ALL signs on an access point.
- ⇒ Read and obey ALL signs in the environment with antennas.
- ⇒ Never walk past an indicative barrier without first confirming transmitter inactivity.
- ⇒ Never walk in front of or stand in front of an antenna whenever possible. Keep walking.
- ⇒ Contact all wireless licensees at least 24-hours in advance of scheduled maintenance.



February 27, 2026

City of Brainerd
Stephanie Bestul
Zoning Specialist/Permit Tech
501 Laurel St, Brainerd, MN 56401

Re: Radio Frequency Safety Plan for 460 Quince St, Brainerd MN 56401

Dear City of Brainerd,

This letter explains FCC-mandated precautions in place at your property located at **460 Quince St, Brainerd MN 56401**, MN06 Brainerd HS SC1 2 due to the presence of Verizon wireless antennas. These antennas emit radio frequency (RF) energy, which is regulated by the Federal Communications Commission (FCC).

What are RF emissions?

Radio frequency (RF) emissions are waves of electromagnetic energy used for wireless communication. These emissions come from various sources, including cell phones and antennas used for cellular service.

Why does the FCC mandate precautions?

At very high power levels, RF emissions from wireless infrastructure can cause heating, which is why the FCC sets RF limits for telecom devices and equipment at levels far below that point. These limits are called Maximum Permissible Exposure (MPE) limits and the FCC's allowable RF emissions levels are 50 times below the actual level that could cause heating. Verizon has installed equipment and procedures at the Site to ensure compliance with FCC regulations.

What has Verizon done to ensure compliance with FCC regulations?

- **Evaluated RF Emissions:** Verizon conducted a study to measure RF emissions at the Site.
- **Implemented Mitigation Measures:** Based on the study, Verizon has implemented the following FCC-mandated measures:
 - **Radio Frequency Emissions Signs:** Clear signs are posted to identify areas where RF levels may exceed the limits for the general public.
- **Developed this Safety Plan:** This plan provides you with the information and procedures that the FCC has dictated.

What do you need to do?

- **Controlled Areas:** The attached RF Exposure (RFE) map identifies areas on your property where RF levels may exceed the MPE limits set for the general public. These areas are marked in yellow on the diagram.
- **Prior to Entry:** You **MUST** contact Verizon at least 24 hours before entering any controlled area. If 24-hour notice isn't possible, call as soon as you can.

- **Please Note:** If there are other carriers broadcasting on the rooftop, you will need to contact that carrier for any FCC-mandated procedures associated with their equipment.
- **Verizon Contact Information:**
 - **Verizon Network Management Center (NMC):** 1-800-264-6620 (Select the option for “non-Verizon work site shutdown”)
- **Provide Details:** When contacting Verizon, be prepared to provide:
 - Your name, phone number, and company information (if applicable)
 - Site address or Site Identification Number (found on a green “Information” sign at the Site)
 - Location and description of the work to be performed
 - Specific dates and times of entry and exit
- **Wait for Antenna Deactivation:** Verizon will temporarily turn off antennas near your work area to ensure compliance with FCC regulations. DO NOT enter the controlled area until Verizon confirms the antennas are deactivated.
- **After Work Completion:** After leaving the controlled area, call Verizon again to:
 - Confirm everyone has left the area
 - Allow Verizon to turn the antennas back on

Additional Information:

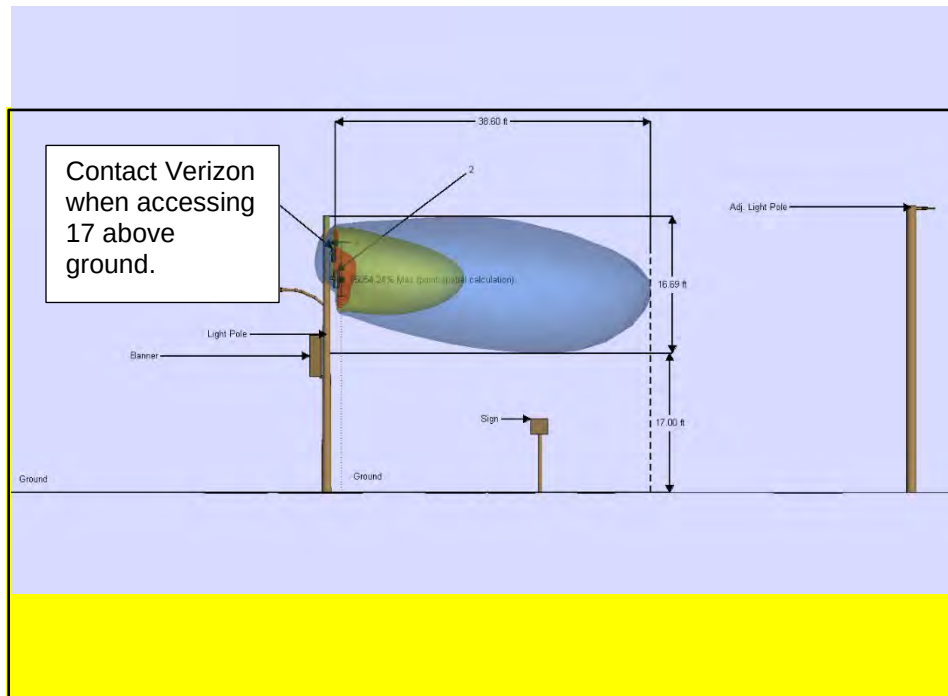
- **Site-Specific Questions:** Contact **Matt Bennett** at matt.bennett@verizonwireless.com
- **Verizon's RF Compliance Policy:** Contact the Verizon RF Compliance Team at vzwrfcompliance@verizonwireless.com
- **FCC Information:** For more information on RF regulations, visit the FCC website: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>

Thank you for your cooperation in ensuring a safe environment at your property.

Sincerely,

Matt Bennett Associate Director/Manager - RF System Design, Verizon

Contact Verizon when accessing 17 feet above ground



Steve Fester

From: Mark Ostgarden <mostgarden@ci.brainerd.mn.us>
Sent: Friday, February 20, 2015 9:39 AM
To: Steve Fester
Subject: RE: Verizon Wireless "small cells" - zoning/permitting requirements?

Good morning Steve. Antenna placement on existing poles on private property is allowed. So the only thing you need to resolve is the agreement for placement on poles in rights of way.

Mark Ostgarden AICP

City Planner
City of Brainerd
(218) 828-2309

The City's Quarterly Newsletter is available on the City's website. Sign-up to receive notification when the newsletter is available and keep up with what is going on around the City.

Newsletter Signup

From: Steve Fester [mailto:SFester@ssc.us.com]
Sent: Thursday, February 19, 2015 5:15 PM
To: Mark Ostgarden
Subject: RE: Verizon Wireless "small cells" - zoning/permitting requirements?

Hi Mark, yes, I have met with Scott Magnuson and Trent Hawkinson with BPU, and Verizon will be preparing a proposed attachment agreement based on what Verizon has done in other areas. My only question for you, assuming Verizon and BPU were to move ahead with an agreement, is whether the City would require any zoning or permitting approval for small cell installations (likely pole attachments) in either right-of-way or private/public property (i.e., ROW near Westgate Mall, and Brainerd High School property?) If you need more time or information to make a determination, I completely understand, and can inform Verizon if that is the case. I'm just trying to gather as much information as I can in order to submit a report to Verizon by the end of next week.

Thanks again for your help. Let me know if you have any other questions, and will look forward to your reply.
Steve

Steve Fester | **SSC** | c 612.462.2202

From: Mark Ostgarden [mailto:mostgarden@ci.brainerd.mn.us]
Sent: Thursday, February 19, 2015 4:26 PM
To: Steve Fester
Subject: RE: Verizon Wireless "small cells" - zoning/permitting requirements?

Hi Steve, our utility company informed me that it has inquired of you what is used for a pole attachment agreement in other areas.

Mark Ostgarden AICP

City Planner

The City's Quarterly Newsletter is available on the City's website. Sign-up to receive notification when the newsletter is available and keep up with what is going on around the City.

Newsletter Signup

From: Steve Fester [<mailto:SFester@ssc.us.com>]
Sent: Thursday, February 19, 2015 1:59 PM
To: Mark Ostgarden
Subject: RE: Verizon Wireless "small cells" - zoning/permitting requirements?

Hi Mark, I'm following up to our emails below regarding small cells. Have you been able to determine if the City would require Verizon to obtain any zoning approval, or permits (including ROW permits) for small cell installations? We will likely be pursuing both private/public property installations, as well as possible ROW locations as attachments to existing light poles and utility poles. Thank you.

Steve Fester | **SSC** | [Site Acquisition](#)
7803 Glenroy Road, Suite 250
Bloomington, Minnesota 55439
p 952.831.0131 ext. 2702
c 612.462.2202
f 913.438.7777
sfester@ssc.us.com

From: Steve Fester
Sent: Thursday, February 05, 2015 9:15 AM
To: Mark Ostgarden
Subject: RE: Verizon Wireless "small cells" - zoning/permitting requirements?

Hi Mark, thanks for getting back to me quickly. While I'm not sure what the other wireless providers have planned for small cells, it's unlikely that more than one provider would have equipment on any one pole, mostly due to the height and structural capacity of a typical light pole. Also, the fact that light and other similar poles are usually in abundance in a relatively small area, the most likely scenario is that each provider would use their own poles. I'd be glad to field any other questions you might have, and I'll look forward to your determination.

Steve

Steve Fester | **SSC** | c 612.462.2202

From: Mark Ostgarden [<mailto:mostgarden@ci.brainerd.mn.us>]
Sent: Thursday, February 05, 2015 8:55 AM
To: Steve Fester
Subject: RE: Verizon Wireless "small cells" - zoning/permitting requirements?

Hi Steve, we are looking into your inquiry. I will show my naiveté about this. Will other wireless providers want their own "small cells" meaning there could be several on a pole?

Thanks.

Mark Ostgarden AICP

City Planner
City of Brainerd
(218) 828-2309

The City's Quarterly Newsletter is available on the City's website. Sign-up to receive notification when the newsletter is available and keep up with what is going on around the City.

Newsletter Signup

From: Steve Fester [<mailto:SFester@ssc.us.com>]
Sent: Wednesday, February 04, 2015 2:41 PM
To: Mark Ostgarden
Subject: Verizon Wireless "small cells" - zoning/permitting requirements?

Hello Mark:

I'm working as a consultant to Verizon Wireless to develop several "small cell" antenna sites in the Brainerd area. These sites are needed to meet the increasing demand for service on Verizon's wireless data network. Small cells typically consist of one or two smaller antennas and radio units mounted on light poles or other structures at lower heights, usually between 20' and 35' above ground, with each site covering a 500' to 1,000' radius. I've recently been in contact with two entities in Brainerd (BPU and ISD 181) to discuss the possibility of locating several such sites on their properties and/or right-of-way pole assets, and while we're in the early stages of discussions, I wanted to also inquire about the City's zoning and permitting requirements.

I've attached an example drawing set from a recent project in Saint Peter, MN, as well as a photo of a site in downtown Saint Paul recently built by Verizon. Note that no ground-mounted equipment is needed; all connectivity to the network is via fiber optic cable back to the nearest Verizon tower. Based on these examples, will the City of Brainerd require any zoning or permitting approval for these installations? Please note that some installations some will likely be in right-of-way locations, whereas others will be located on individual properties.

Thank you for your time and assistance,
Steve Fester, SSC
Agent for Verizon Wireless

Steve Fester | **SSC** | [Site Acquisition](#)

7803 Glenroy Road, Suite 250
Bloomington, Minnesota 55439
p 952.831.0131 ext. 2702
c 612.462.2202
f 913.438.7777
sfester@ssc.us.com

This message is a confidential and privileged communication and is intended for the recipient(s) only. Should you receive this message in error, please contact me immediately as indicated above and delete the message. Any other use of this message is prohibited.



SCOPE OF WORK			CLIENT:
WORK PRODUCT	SUPPLIED BY	INSTALLED BY	 Edge Consulting Engineers, Inc. 2101 HIGHWAY 53 W BURNSVILLE, MN 55337 (612) 441-5100 x2 www.edgeconsult.com
EXISTING POLE REMOVAL	NA	CONTRACTOR	
REPLACEMENT STEEL POLE	EDGE	CONTRACTOR	CLIENT:
LUMINAIRE ARM(S)	VERIZON	CONTRACTOR	
LUMINAIRE (S)	VERIZON	CONTRACTOR	 1801 BUSH LAKE RD BLOOMINGTON, MN 55408
ELECTRICAL CONDUIT BETWEEN POLE BASE AND POWER SOURCE; TO BE TRENCHED/DIRECTIONALLY BORED BELOW GRADE	VERIZON	CONTRACTOR	
FIBER CONDUIT WITHIN RIGHT OF WAY; TO BE TRENCHED/DIRECTIONALLY BORED BELOW GRADE	FIBER PROVIDER	FIBER PROVIDER	ENGINEER SEAL:
FIBER HAND LANE WITHIN RIGHT OF WAY	FIBER PROVIDER	FIBER PROVIDER	
GROUND ROD(S)	VERIZON	CONTRACTOR	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.
NEW VERIZON EQUIPMENT	VERIZON	CONTRACTOR	
			SIGNATURE: <i>Rebecca J. J.</i> TYPED OR PRINTED NAME: REBECCA J.J.

[illegible][illegible]

...:4400044036\Design\CAD\CoupledG-001.dgn



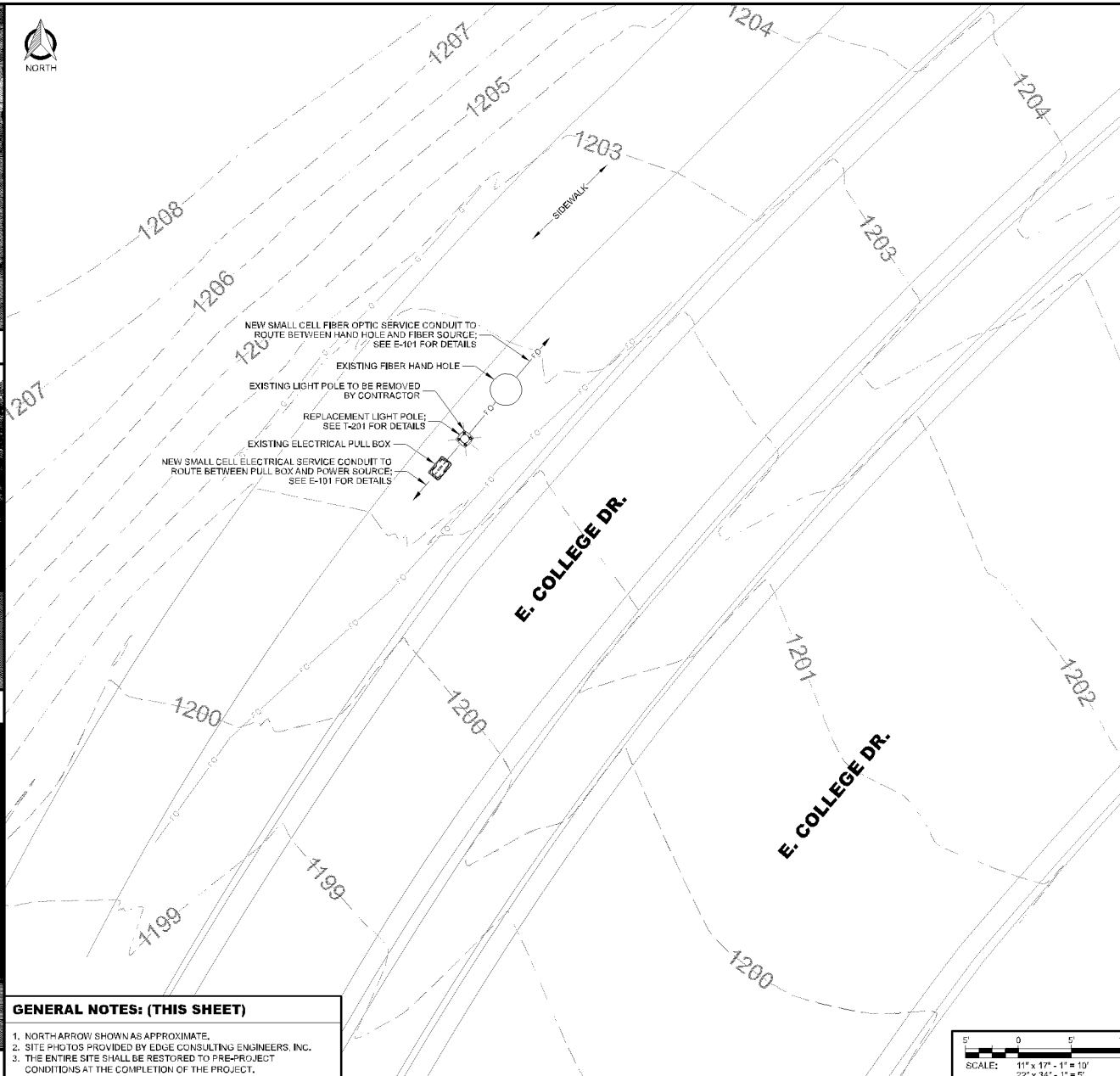
A AERIAL OVERVIEW



B OVERVIEW OF SITE



C OVERVIEW OF SITE



GENERAL NOTES: (THIS SHEET)

1. NORTH ARROW SHOWN AS APPROXIMATE.
2. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.
3. THE ENTIRE SITE SHALL BE RESTORED TO PRE-PROJECT CONDITIONS AT THE COMPLETION OF THE PROJECT.

Edge Consulting Engineers, Inc. 2101 HIGHWAY 13 N BURNSVILLE, MN 55337 (612) 291-1100 www.edgeconsulting.com		
CLIENT: verizon 1001 BUSH LANE RD BLOOMINGTON, MN 55455		
ENGINEER SEAL: I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNATURE: <i>Rebecca J. K.</i> PRINTED NAME: REBECCA J.K. LICENSE NO. 62533 DATE: 12/20/2024		
SITE PLAN MANIC IN MINNESOTA BRANDED: MINNESOTA		
PROJECT NO.	1753276	
LOCATION CODE	403487	
DESIGN DATE	11/15/2024	
STRUCTURAL ANALYSIS		
DATE	DESCRIPTION	
11/20/24	REPORT NO. 44036	
SUBMITTAL:		
INT.	DATE	DESCRIPTION
RJS	12/10/24	REV. A
RJS	12/20/24	REV. B
CHECKED BY: RJS EDGE SITE NO: S17168 EDGE PROJ. NO: 44036 SCT TYPE: FINAL SHEET NUMBER: C-101		

EXISTING ANTENNA LOADING						
SECTOR	AZIMUTH	QTY	MANUFACTURER	MODEL	ANTENNA CENTER	ACTION/DIRECTIVE
ALPHA	200°	1	CSS	XTCAP-265	29.5'	REMOVE

EXISTING EQUIPMENT LOADING						
QTY	MANUFACTURER	MODEL	HEIGHT	ORIENTATION	ACTION/DIRECTIVE	
1	ERICSSON	RRUS11	26.0'	STREET +180°	REMOVE	
1	ERICSSON	RRUS12	26.0'	STREET	REMOVE	
1	SCHNEIDER	DU21R6	24.0'	STREET +180°	REMOVE	

A ANTENNA & EQUIPMENT KEY

View Direction:

STREET +90°

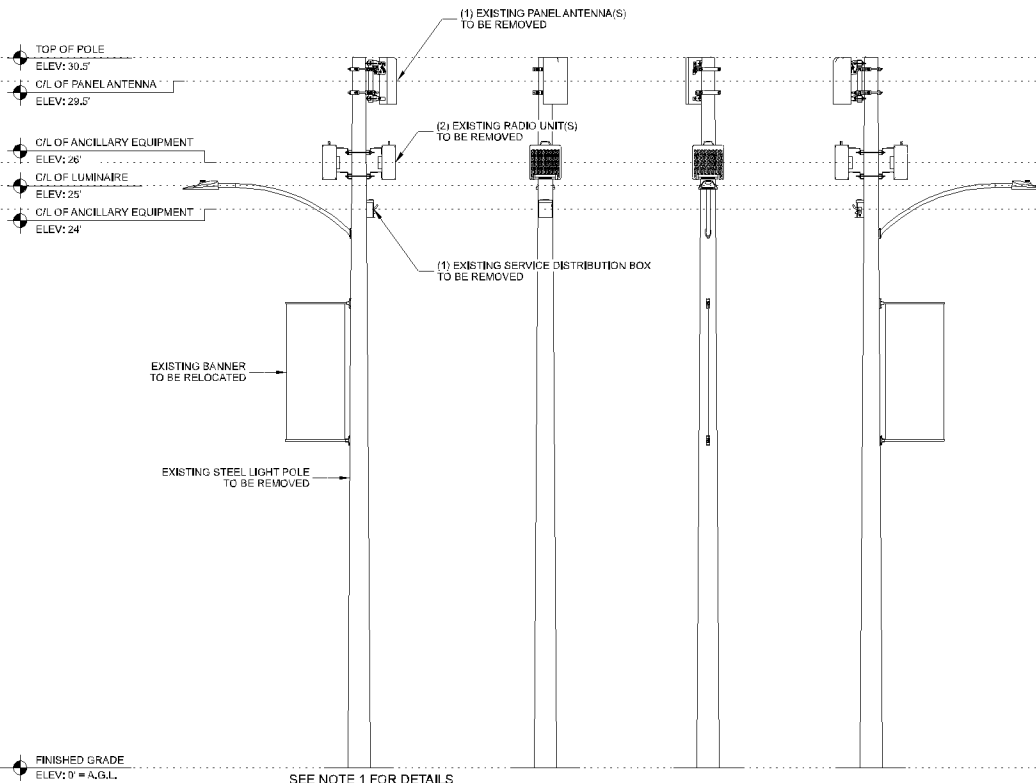
STREET +180°

STREET

STREET +90°

EXISTING POLE

POLE HEIGHT:	30.5'
MAXIMUM APPURTENANCE HEIGHT:	30.5' A.G.L.



B POLE ELEVATION

SCALE: 11" x 17" - 3/16" = 1'-0"
22" x 34" - 3/8" = 1'-0"

GENERAL NOTES: (THIS SHEET)

1. REFER TO STRUCTURAL ANALYSIS IDENTIFIED ON G-001 FOR STRUCTURAL FOUNDATION DETAILS OF EXISTING POLE.
2. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.
3. EQUIPMENT AZIMUTH AND CENTERLINE SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY. SEE T-202 FOR FINAL CONFIGURATION.
4. EXISTING POLE ELEVATIONS BASED ON GOOGLE STREET VIEW, PREVIOUS DRAWINGS, AND RFDS.

CONSULTANTS



CLIENT:



ENGINEER SEAL:

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

SIGNATURE: *Rebecca J.K. Limesand*

TYPED OR PRINTED NAME: REBECCA J.K. LIMESAND

URS No. 62533

DATE: 12/20/2024

EXISTING SITE ELEVATION & ANTENNA CONFIGURATION
MINNESOTA PROJECT 2
BRAINERD, MINNESOTA

PROJECT NO: 17533270

LOCATION CODE: 403407

ISSUE DATE: 12/10/2024

STRUCTURAL ANALYSIS:

DATE: 12/20/2024 DESCRIPTION: T120225 REPORT NO. 44036

SUBMITTAL:

REV. DATE DESCRIPTION:

REV. 12/10/2024 REV. A

REV. 12/20/2024 REV. B

C

EXISTING POLE

SHEET NUMBER

T-201

© EDGE CONSULTING ENGINEERS, INC.

PROPOSED ANTENNA LOADING									
SECTOR	AZIMUTH	QTY	MANUFACTURER	MODEL	ANTENNA HEIGHT	ANTENNA WIDTH	ANTENNA WEIGHT	ANTENNA TIP	ANTENNA CENTER
ALPHA	280°	1	ERICSSON	AR1973	20.4'	7.9"	28.5 lb.	26.9'	26.0'
ALPHA	280°	1	JVA	NO98PQ255-35	24"	20"	28.5 lb.	26.0'	26.0'

PROPOSED EQUIPMENT LOADING				
QTY	MANUFACTURER	MODEL	HEIGHT	ORIENTATION
1	ERICSSON	PSU6308	27.5'	Street +90°
1	ERICSSON	Radio490	27.5'	Street +90°
1	ERICSSON	Radio455	27.5'	Street +90°
1	RAYCAP	RSCAG-1333P-240	24.0'	Street +180°

A ANTENNA & EQUIPMENT KEY

View Direction:

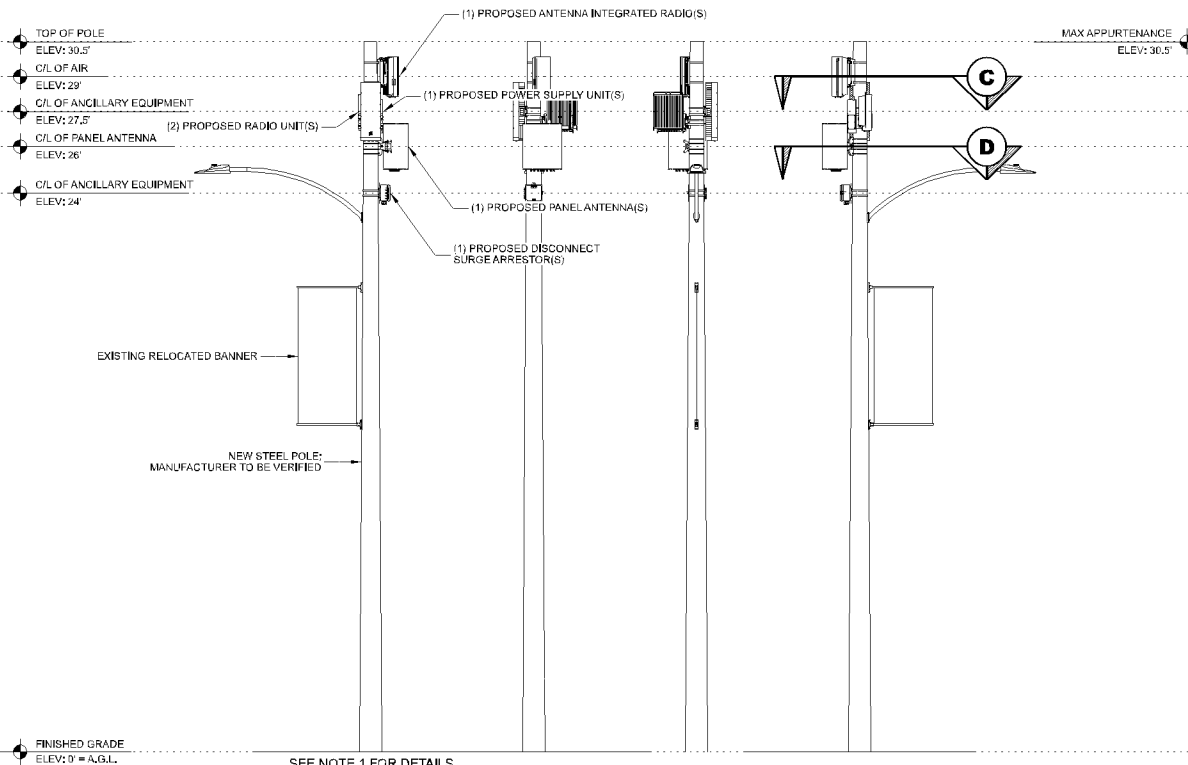
STREET -90°

STREET +180°

STREET

STREET +90°

EXISTING POLE	
POLE HEIGHT:	30.5' T.O.C.
MAXIMUM APPURTENANCE HEIGHT:	30.5' A.G.L.
PROPOSED POLE	
POLE HEIGHT:	30.5' T.O.C.
ANTENNA TIP HEIGHT:	26.9' A.G.L.
MAXIMUM APPURTENANCE HEIGHT:	30.5' A.G.L.

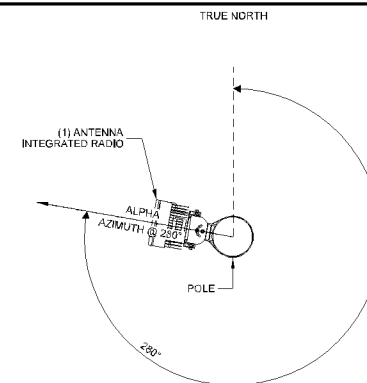


B POLE ELEVATION

SCALE: 11" x 17" - 3/16" = 1'-0"
22" x 34" - 3/8" = 1'-0"

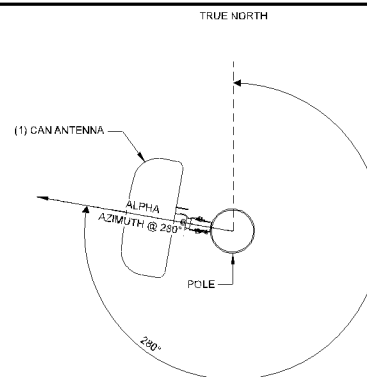
GENERAL NOTES: (THIS SHEET)

- REFER TO STRUCTURAL ANALYSIS IDENTIFIED ON G-001 FOR STRUCTURAL FOUNDATION DETAILS OF EXISTING POLE.
- ALL HARDWARE SHALL BE STAINLESS STEEL.
- ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
- LIGHTNING RODS SHALL BE INCLUDED WHERE REQUIRED.
- ALL NEW POLE MOUNTED EQUIPMENT TO BE PAINTED TO MATCH POLE.
- SEE PAINT SPECIFICATION IDENTIFIED ON G-001.
- AIR PRODUCTS ARE TO BE WRAPPED IN A 3M VINYL FILM. CONTRACTOR IS TO UTILIZE "HYDROPHOBIC mm/V 5G WRAP" COLOR MATCHED TO NEW STRUCTURE; PEOPLESOFT NO. 900-243-7, OR APPROVED EQUIV.



NOTE:
1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

C ANTENNA LAYOUT PLAN



NOTE:
1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

D ANTENNA LAYOUT PLAN

CONSULTANTS
Edge
Consulting Engineers, Inc.
2101 HIGHWAY 13 N
BURNSVILLE, MN 55337
(612) 444-7400 FAX
www.edgeconsulting.com

CLIENT:
verizon
10911 BUSH LANE RD
BLOOMINGTON, MN 55438

ENGINEER SEAL:
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.
SIGNATURE: *Rebecca J. K.*
TYPED OR
PRINTED NAME: REBECCA J.K.
LIMESAND
URS No. 62533
DATE: 12/12/2015

**PROPOSED SITE ELEVATION &
ANTENNA CONFIGURATION**
MINNESOTA PROJECT 12
BURNING: MINNESOTA

PROJECT NO: 1753276
LOCATION CODE: 403487
REPORT DATE: 12/15/2015
STRUCTURAL ANALYSIS:
DATE: 12/15/2015
DESCRIPTION: 112029 - REPORT NO. 44036

SUBMITTALS:
INT. DATE: DESCRIPTION:
REV. 12/10/15 REV. A
REV. 12/03/15 REV. B

CHECKED BY: R.J.L.
EDGE SITE NO: S17168
EDGE PROJ. #: 44036
SCT. TYPE: FINAL
SHEET NUMBER: T-202

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A



NOTES:

1. THE ORIENTATION SHOWN IS FOR CLARITY AND DOES NOT ACCURATELY REPRESENT THE AZIMUTH OF THE ANTENNAS.
2. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

B



NOTE:

1. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

D



MSFDS MOUNTING KIT FOR ANTENNA INTEGRATED RADIO

NOTES:

1. THE ORIENTATION SHOWN IS FOR CLARITY AND DOES NOT ACCURATELY REPRESENT THE AZIMUTH OF THE ANTENNAS.
2. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

①



— RADIO UNIT HINGE MOUNT

NOTE:

1. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

①

CONSULTANT:



CLIENT:

verizon
10801 BUSH LAKE RD
BLOOMINGTON, MN 55438

ENGINEER SEAL:

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.

SIGNATURE: *[Signature]*

TYPED OR
 PRINTED NAME: REBECCA J.K.
LIMESAND

LIS. NO. 62533

DATE: 12-12-2015

INSTALLATION DETAILS
MN06 BRAINERD HS SC1 2
BRAINERD, MINNESOTA

PROJECT NO:	17333278
LOCATION CODE:	403487
RFDS DATE:	10/10/2024
STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:
11/20/25	REPORT NO. 44006

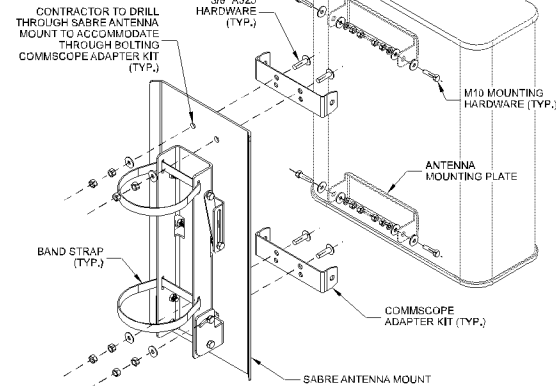
[illegible]

CHECKED BY	RJL
EDGE SITE ID	S17168
EDGE PROJ. #	44036
SCT TYPE	FINAL
SHEET NUMBER	T-501

MANUFACTURER: SABRE
MODEL: 180-H104-000
DIMENSIONS: 24" x 11.57" x 3.54" (H x W x D)
WEIGHT: 15.8 LBS

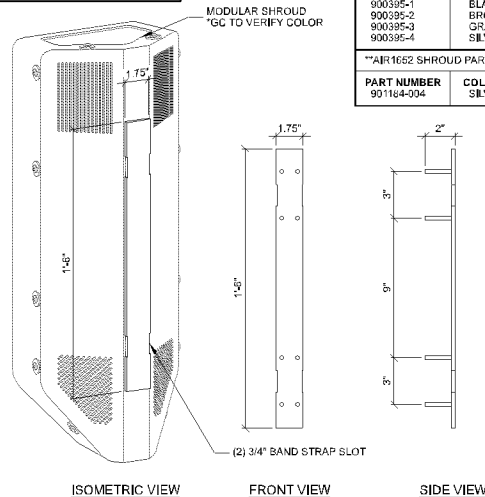
SABRE POLE MOUNT BRACKET FOR PANEL ANTENNA

MANUFACTURER: MARI
MODEL: 91376
COMMSCOPE ADAPTER KIT



A SABRE ANTENNA MOUNT W/ COMMSCOPE ADAPTER

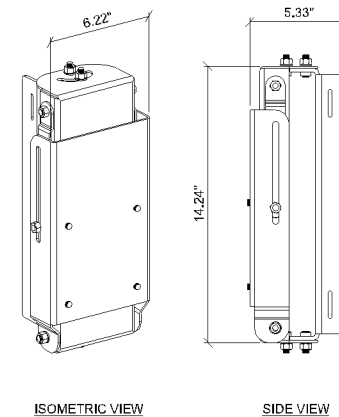
MANUFACTURER: CONCEALFAB
MODEL: BRACKET ATTACHMENT (111751)
DIMENSIONS: 1'-6\"/>



B BRACKET ATTACHMENT

MODULAR SHROUD	
PART NUMBER	COLOR
900395-1	BLACK
900395-2	BROWN
900395-3	GRAY
900395-4	SILVER
**AIR 1652 SHROUD PART #	
PART NUMBER	COLOR
901164-004	SILVER

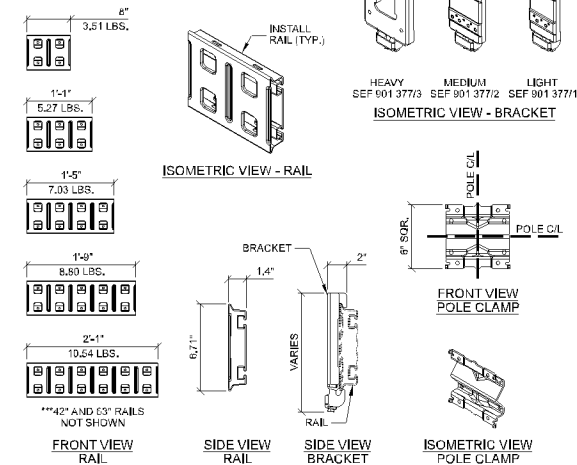
MANUFACTURER: MSFDS - STREET MACRO
MOUNTING KITS
MODEL: ERICSSON KIT
DIMENSIONS: 14.24\"/>



C MSFDS - ERICSSON MOUNTING KIT

MANUFACTURER: ERICSSON
MODEL: GEN2 RAIL/BRACKET KIT
DIMENSIONS: RAIL: 6.71\"/>

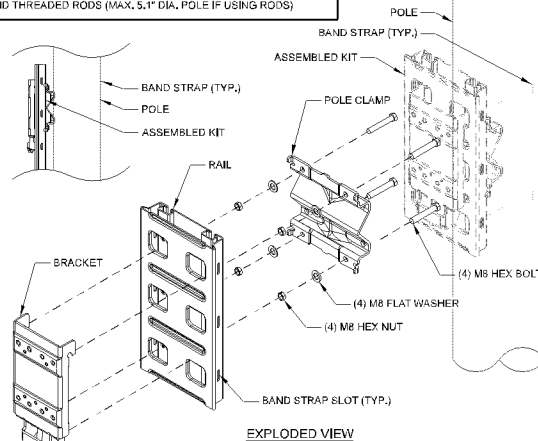
WEIGHT: VARIES



D ERICSSON GEN2 RAIL/BRACKET KIT

MANUFACTURER: ERICSSON
MODEL: GEN2 RAIL/BRACKET KIT

***THIS ASSEMBLY DETAIL IS SHOWN IN VERTICAL ORIENTATION. ERICSSON RAIL ASSEMBLIES CAN BE INSTALLED IN HORIZONTAL ORIENTATION. RAIL/BRACKET KIT IS SECURED TO POLE USING 1/2\"/>

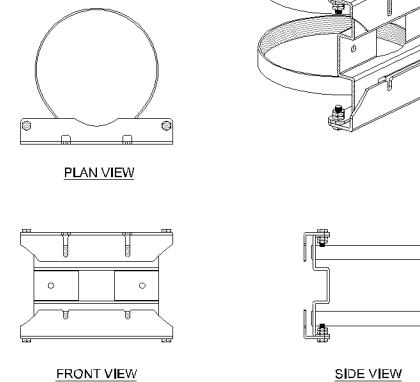


E ERICSSON GEN2 RAIL/BRACKET ASSEMBLY

MANUFACTURER: ERICSSON
MODEL: SXK 109 2403/1
DIMENSIONS: 3.15\"/>

WEIGHT: 7.1 LBS (PACKAGE)
MAXIMUM EQUIPMENT WEIGHT: 65.1 LBS

INCLUDES (1) BASE CLAMP, (2) HINGE BRACKETS,
(1) BACK CLAMP AND (2) BOLTS FOR ATTACHMENT
ACCOMMODATES (2) 3/4\"/>



F RADIO UNIT HINGE MOUNT

CONSULTANTS
Edge
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BURNSVILLE, MN 55337
(612) 444-1100
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10017 BUSH LANE RD
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THE STATE OF MINNESOTA.

SIGNATURE: *Rebecca J. K.*

TYPED OR
PRINTED NAME: REBECCA J.K.
LIMESAND

URS No. 62533

DATE: 12/20/2024

MOUNTING DETAILS
IN SPECIFICATION SECTION 2
BRANDED: MINNESOTA

PROJECT NO: 1753270
LOCATION CODE: 403407
DESIGN DATE: 10/15/2024

STRUCTURAL ANALYSIS:
DATE: DESCRIPTION:
11/20/25 REPORT NO. 44006

SUBMITTAL:		
REV.	DATE:	DESCRIPTION:
BSS	12/10/25	REV. A
R/L	12/20/25	REV. D

CHECKED BY: R/L

EDGE SITE ID: S17168

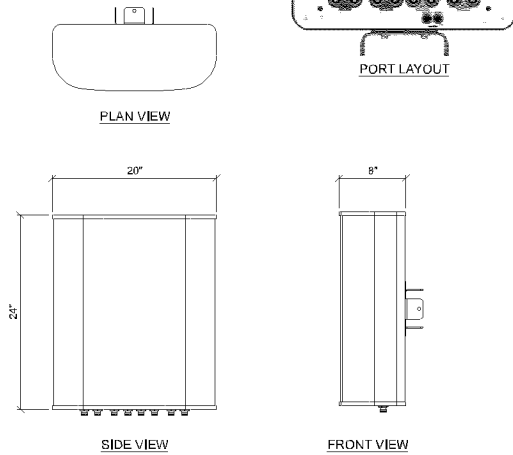
EDGE PROD. #: 44036

SCT TYPE: FINAL

SHEET NUMBER: **T-502**

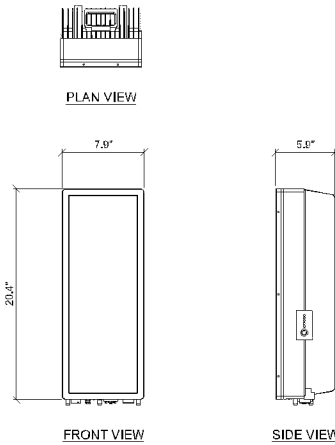
© EDGE CONSULTING ENGINEERS, INC.

MANUFACTURER: JMA
MODEL: MX08FRO265-20
DIMENSIONS: 24" x 20" x 8" (H x W x D)
WEIGHT: 26.6 LBS
INSTALLATION TYPE: POLEWALL MOUNT



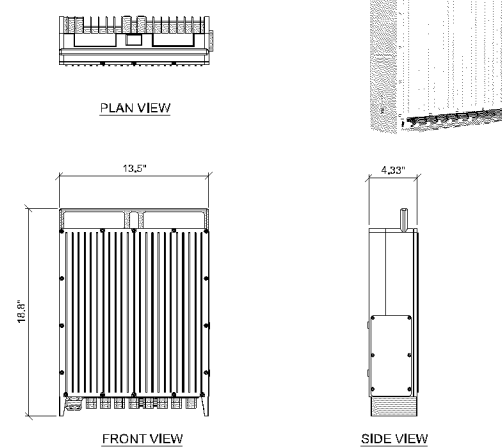
A JMA MX08FRO265-20

MANUFACTURER: ERICSSON
MODEL: AIR1672
DIMENSIONS: 20.4" x 7.9" x 5.9" (H x W x D)
WEIGHT: 26.45 LBS
POWER SOURCE: AC



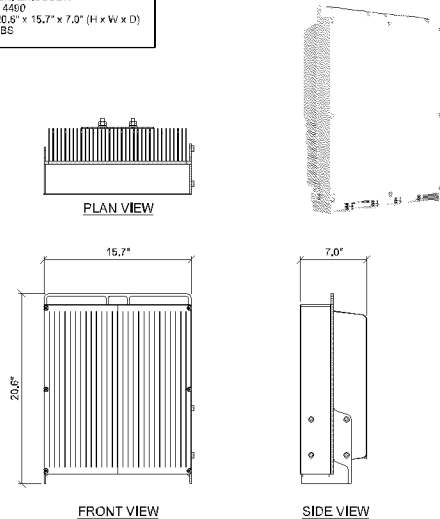
B ERICSSON AIR1672

MANUFACTURER: ERICSSON
MODEL: PSU 6308
DIMENSIONS: 16.8" x 13.5" x 4.33" (H x W x D)
WEIGHT: 30.26 LBS.



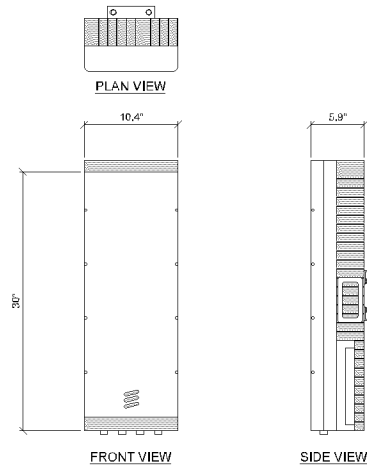
C ERICSSON PSU 6308 (POWER SUPPLY UNIT)

MANUFACTURER: ERICSSON
MODEL: RADIO 4490
DIMENSIONS: 20.8" x 15.7" x 7.0" (H x W x D)
WEIGHT: 66.4 LBS



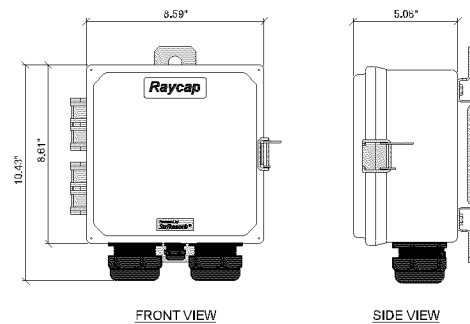
D ERICSSON RADIO 4490

MANUFACTURER: ERICSSON
MODEL: RADIO 4455
DESCRIPTION: DUAL BAND RADIO, AC POWER
DIMENSIONS: 30" x 10.4" x 5.9" (H x W x D)
WEIGHT: 99.5 LBS



E ERICSSON RADIO 4455

MANUFACTURER: RAYCAP
MODEL: RSCAC-1333-P-240
DIMENSIONS: 10.43" x 8.59" x 5.06" (H x W x D)
WEIGHT: 8 LBS.
MAIN BREAKER: 60A
BRANCH BREAKERS: UP TO (6) 15A, 20A, OR 30A
SUPPLIED WITH MOUNTING BRACKET: RVZDC-2210-P-48



F DISCONNECT / SURGE ARRESTOR

CONSULTANTS
Edge
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2101 HIGHWAY 13 N
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SIGNATURE: *Rebecca J. K.*

TYPED OR
PRINTED NAME: REBECCA J.K.
LIMESAND

URS No: 62533

DATE: 12/20/2024

ANTENNA & EQUIPMENT
SPECIFICATIONS
MINNESOTA PROJECT 12
BRANDED: MINNESOTA

PROJECT NO: 1753270
LOCATION CODE: 403487
REPORT DATE: 12/19/2024
STRUCTURAL ANALYSIS:
DATE: DESCRIPTION:
11/20/2024 REPORT NO. 44036

SUBMITTAL:
INT. DATE: DESCRIPTION:
REV. 12/10/20 REV. A
REV. 12/20/20 REV. B

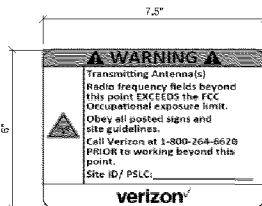
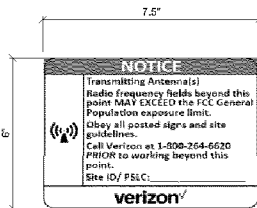
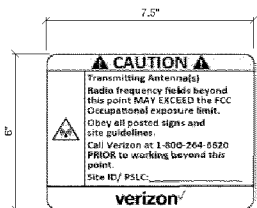
CHECKED BY: R.J.L.

EDGE SITE ID: S17168

EDGE PROD. #: 44036

SCT TYPE: FINAL

SHEET NUMBER: T-701



- NOTES:
1. THE GC IS TO CONFIRM WITH VZW/CE ON THE PROPER COLOR AND HEIGHT THE RF SIGNS ARE TO BE ATTACHED TO THE POLE.

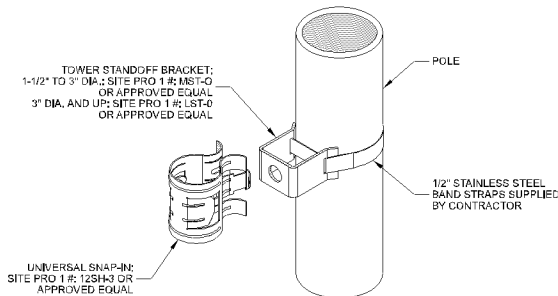
A RF WARNING SIGNS



TOWER STANDOFF BRACKET



UNIVERSAL SNAP-IN



B TYP. CABLE MANAGEMENT

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THIS SPACE INTENTIONALLY LEFT BLANK

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BURNSVILLE, MN 55337
(612) 448-1100
www.edgeconsulting.com

CLIENT:
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SIGNATURE: *Rebecca J. K.*
TYPED OR
PRINTED NAME: REBECCA J.K.
LIMESAND

URS No. 62533

DATE: 12/12/2015

ANTENNA & EQUIPMENT
SPECIFICATIONS
MINNESOTA PROFESSIONAL SOCIETY
BRAINERD, MINNESOTA

PROJECT NO: 1753276
LOCATION CODE: 403487
ISSUE DATE: 12/16/2014
STRUCTURAL ANALYSIS
DATE: 12/16/2014
DESCRIPTION: REPORT NO. 44036

SUBMITTAL:
INT. DATE: DESCRIPTION:
REV. 12/10/09 REV. A
REV. 12/03/05 REV. B

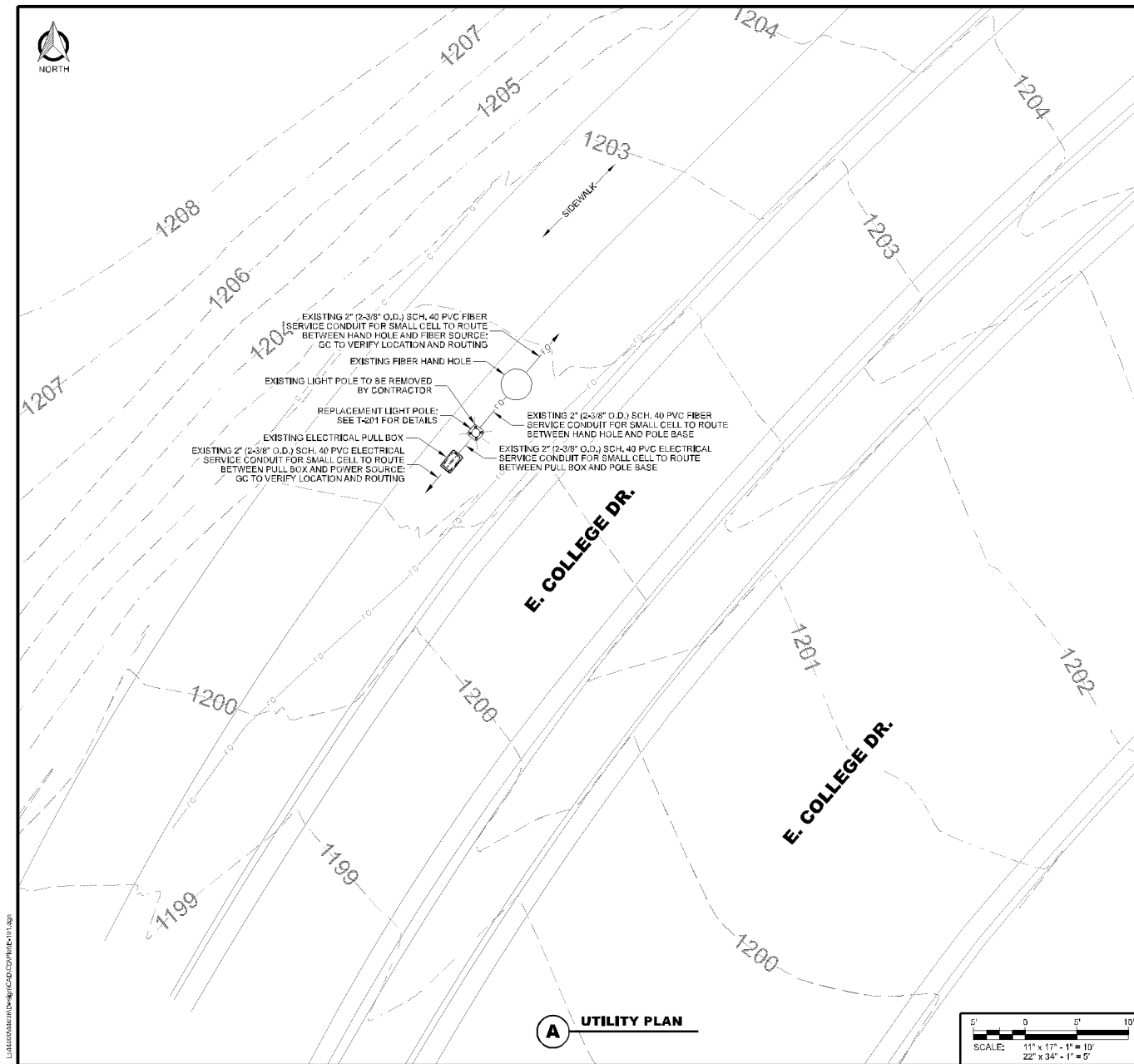
CHECKED BY: R.J.L.

EDGE SITE ID: S17168

EDGE PROJ. #: 44036

SCT. TYPE: FINAL

SHEET NUMBER: T-702



LEGEND: (THIS SHEET)		
GAS MAIN	— G —	— G —
SANITARY SEWER	— SS —	— SS —
STORM SEWER	— ST —	— ST —
STREET LIGHTS	— E —	— E —
FIBER OPTIC	— F —	— F —
WATER	— W —	— W —
TELEPHONE	— T —	— T —
OVERHEAD ELECTRIC	— OHE —	— OHE —
NEW ELECTRIC	— E —	— E —
NEW FIBER OPTIC	— F —	— F —

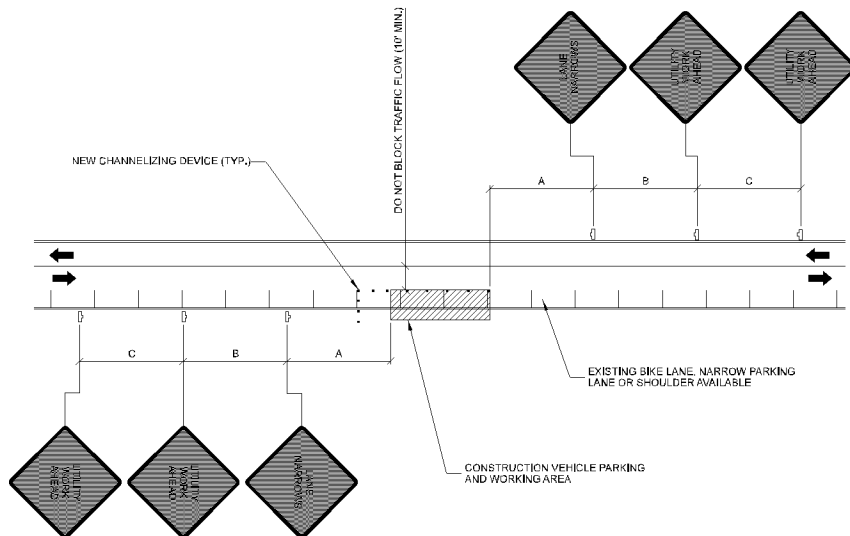
NOTES: (THIS SHEET)		
1.	THE NEW POWER AND FIBER ROUTES ARE PRELIMINARY, AND WILL BE CONFIRMED WITH THE ELECTRIC UTILITY AND ONEFIBER PRIOR TO CONSTRUCTION. IF THE GENERAL CONTRACTOR NOTICES ANY DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL SOURCES OF POWER AND FIBER, THE VERIZON CONSTRUCTION ENGINEER AND PROJECT ENGINEER ARE TO BE NOTIFIED PRIOR TO COMMENCING WORK.	
2.	CONTRACTOR TO COMPLETE UTILITY LOCATE PRIOR TO COMPLETING ANY CONSTRUCTION ACTIVITIES.	
3.	CONTRACTOR TO MAINTAIN A MINIMUM 48" OF COVER BETWEEN DIRECTIONAL CORE AND ROADWAY PAVEMENT TO THE EXTENT PRACTICAL.	
4.	CONTRACTOR TO PROVIDE A MINIMUM OF 12" OF CLEARANCE BETWEEN NEW CONDUIT AND EXISTING UTILITIES.	
5.	ALL CONCRETE DAMAGED AS PART OF THIS WORK TO BE REPAIRED/REPLACED TO ITS ORIGINAL CONDITION.	
6.	ALL ASPHALT REMOVED DURING CONSTRUCTION IS TO BE PATCHED AND REPAIRED TO ITS ORIGINAL CONDITION.	
7.	POT HOLE AND PATCH OVER ALL SANITARY SEWER LINES.	
8.	POT HOLE AND PATCH OVER ALL WATER LINES/MAINS.	
9.	THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.	

ELECTRICAL CONDUCTOR SIZING:		
THE FOLLOWING ASSUMPTIONS WERE MADE IN CALCULATING THE PROPOSED ELECTRICAL CONDUCTOR SIZING:		
240 VOLT SERVICE		
SINGLE PHASE POWER		
100A CIRCUIT		
3% ALLOWABLE VOLTAGE DROP		
CONDUCTOR WIRE SIZE: 3AWG		
GC REQUIRED TO VERIFY WIRE SIZE WITH A MASTER ELECTRICIAN		

CONSULTANTS		
Edge Consulting Engineers, Inc. 2101 HIGHWAY 13 N BURNSVILLE, MN 55337 (612) 894-1400 www.edgeconsulting.com		
CLIENT:		
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SIGNATURE: <i>Rebecca J. K.</i>		
TYPED OR PRINTED NAME: REBECCA J. K.		
LICENSE NO. 62533		
DATE: 12/20/2025		
UTILITY PLAN MINNESOTA BURNING: MINNESOTA		
PROJECT NO. 1753278		
LOCATION CODE: 40347		
DESIGN DATE: 12/10/25		
STRUCTURAL ANALYSIS		
DATE:	DESCRIPTION:	
11/20/25	REPORT NO. 44036	
SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
REV.	12/10/25	REV. A
R/L	12/20/25	REV. D
CHECKED BY: R/L		
EDGE FILE NO: 817168		
EDGE PROJ. NO: 44036		
SCT. TYPE: FINAL		
SHEET NUMBER: E-101		



Unit: 10/10/18 11:00 AM Edge Consulting Engineers, Inc.



POSTED SPEED (MPH)	DISTANCE BETWEEN SIGNS			TAPER	BUFFER
	A	B	C	L (SEE NOTE)	
15	100'	100'	100'	45'	100'
20	100'	100'	100'	60'	115'
25	100'	100'	100'	125'	155'
30	200'	200'	200'	150'	200'
35	200'	200'	200'	245'	250'
40	350'	350'	350'	370'	305'
45	350'	350'	350'	540'	360'
50	500'	500'	500'	600'	425'
55	500'	500'	500'	660'	485'
60	500'	500'	500'	720'	570'
65	500'	500'	500'	750'	645'

NOTES:

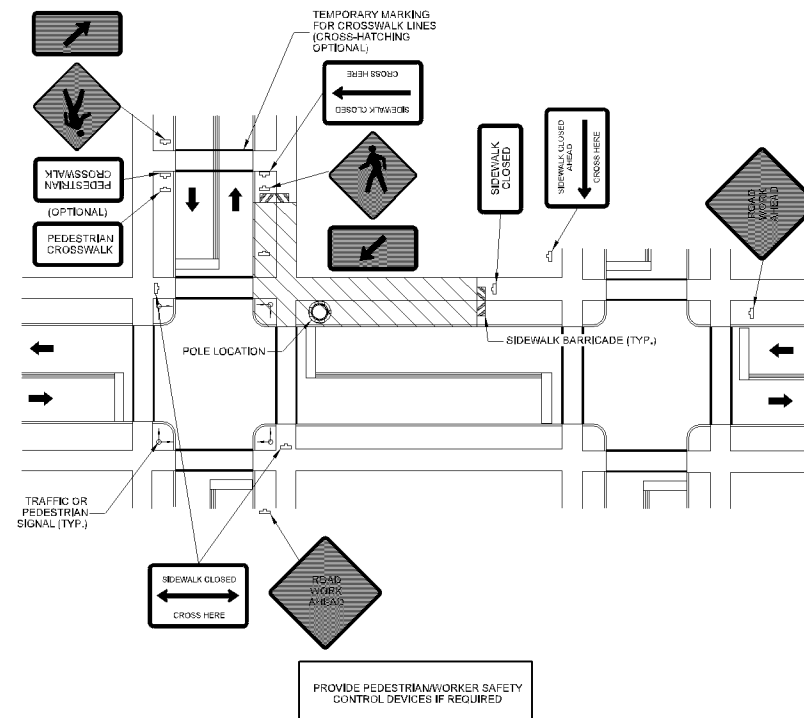
1. DISTANCES IN FEET UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO VERIFY EXISTING SPEED LIMIT.
3. DISTANCES SHOWN ARE NOT VALID FOR LIMITED ACCESS HIGHWAYS, CONSULT STATE D.O.T. MANUAL FOR DISTANCES.
4. ADJUST DISTANCES TO COMPLY WITH REQUIREMENT OF THE STATE OR LOCAL HIGHWAY AUTHORITY HAVING JURISDICTION, SEE NOTE 1D-502.
5. TAPER LENGTHS SHOWN BASED ON 12' LANE WIDTH, SEE NOTE 1B-D-502.

NOTES:

1. PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TCP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TCP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION, IF REQUIRED. THE FIRM PREPARING THE TCP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
2. EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
3. DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING, DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES. DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
4. SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
5. MAINTAIN A MINIMUM LANE WIDTH OF 10'.

A

TRAFFIC CONTROL PLAN



NOTES

1. ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
2. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
3. TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC., SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
4. SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
5. ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
6. TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
7. CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE EXISTING TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
8. ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE NEW TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
9. CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
10. ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
11. WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
12. CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
13. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
14. DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
15. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
16. THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHALL NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.5 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
17. WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
18. TAPER LENGTHS ARE CALCULATED AS FOLLOWS: $L = WS/60$ (40 MPH AND HIGHER) OR $L = WS$ (OVER 40 MPH), WHERE W = OFFSET WIDTH (FT), S = TRAFFIC SPEED (MPH).

B

PEDESTRIAN SAFETY PLAN

CONSULTANTS

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SIGNATURE: *Rebecca J. K. Limesand*

TYPED OR PRINTED NAME: REBECCA J.K. LIMESAND

URS No. 62533

DATE: 12/20/2018

TRAFFIC & PEDESTRIAN PLANS
IN SHELBY COUNTY, TN
PROJECT NO. 12-0001
BRANDED: MINNESOTA

PROJECT NO. 1753278
LOCATION CODE: 40347
JOB DATE: 10/10/18
STRUCTURAL ANALYSIS: 10/10/18
DATE: 12/20/18
DESCRIPTION: REPORT NO. 44036

SUBMITTAL:
INT. DATE: DESCRIPTION:
REV. 12/10/18 REV. A
REV. 12/20/18 REV. B

CHECKED BY: RJL
EDGE SITE ID: S17168
EDGE PROJ. #: 44036
SCT TYPE: FINAL
SHEET NUMBER: D-101

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GENERAL REQUIREMENTS		1.9 FOUNDATION NOTES		A. ALL FINISHED SURFACES SHOULD BE GRADED TO DRAIN FROM FOUNDATION, PROVIDER PROPER DITCHING AND ROUTING OF SURFACE WATER, AND AVOID PONDING AND EROSION.		CONSULTANTS	
1.1 PURPOSE AND INTENT		A. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS, AND CONDITIONS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR THE PROPER FIT AND CLEARANCE IN THE FIELD. CONTACT EDGE CONSULTING ENGINEERS, INC. IF ANY DISCREPANCIES EXIST.		B. CONTRACTOR SHALL USE ON-SITE MATERIALS OR IMPORTED FILL TO MATCH THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE DRAWINGS. HOWEVER, IN NO CASE SHALL ORGANIC MATERIALS, WET SOIL, FROZEN SOIL, OR POOR SOIL BE USED AS ON-SITE FILL. IN ADDITION, ALL FILL (ON-SITE OR IMPORTED) SHALL BE ADEQUATELY COMPACTED PER THE EARTHWORK SPECIFICATIONS.			
B. THE CONTRACTOR SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.		DO NOT SCALE DRAWINGS		C. THE CONTRACTOR SHALL LIMIT ALL SITE GRADING AND CONSTRUCTION ACTIVITIES TO SITE AREA. IF THIS IS NOT POSSIBLE, CONTACT THE PROJECT MANAGER AND OBTAIN OWNER APPROVAL PRIOR TO WORKING OUTSIDE THE ABOVE LIMITS.		CLIENT:	
1.2 CONFLICTS		B. THIS DRAWING IS NOT VALID IF LOADS OTHER THAN THOSE CONSIDERED IN THE STRUCTURAL ANALYSIS ARE TO BE ADDED OR REMOVED FROM THE STRUCTURE UNLESS APPROVED IN WRITING BY EDGE CONSULTING ENGINEERS, INC.		D. REGARDLESS OF THE CONTOURS DEPICTED IN THE PLANS, ALL REQUIREMENTS IN THE FOUNDATION DRAWINGS (INCLUDING THE MINIMUM SOIL COVER) MUST BE ADHERED TO STRICTLY.			
A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIALS OR DOING ANY WORK. NO EXTRA COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS SHOWN ON THE PLANS. CONTRACTOR MUST SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS TO OWNER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK IN THE AFFECTED AREAS.		C. THE DRAWINGS REPRESENT THE FINISHED STRUCTURE UNLESS NOTED OTHERWISE. THE DRAWINGS DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES AND PRACTICES.		2.5 FOUNDATION EARTH-WORK		ENGINEER SEAL:	
B. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE TO ASSESS CONDITIONS PRIOR TO BIDDING. IN ADDITION, CONTRACTOR SHALL PERFORM TESTING AND ADDITIONAL INVESTIGATIONS AS DEEMED NECESSARY TO SUBMIT A FIXED BID. IGNORANCE OF THE SITE OR PROJECT CONDITIONS WILL NOT BE GROUNDS FOR CHANGE ORDERS OR ALTERING THE SCHEDULE.		D. THE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS OR EQUIPMENT FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR STRUCTURAL STABILITY DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, ERECTION PROCEDURES AND SEQUENCE, SHORING, BRACING, RIGGING, GUYS, SCAFFOLDING, FORMWORK, AND OTHER WORK AIDS TO SAFELY PERFORM THE WORK SHOWN ON THE DRAWINGS.		B. BEFORE PLACING FOOTING, FOUNDATIONS OR SLAB-ON-GRADE, THE SUB-GRADE SHALL BE PREPARED AND INSPECTED AS REQUIRED.		I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
C. THE CONTRACTOR MUST PROVIDE NOTICE IN WRITING ON PROPER FORMS OF ANY POTENTIAL CLAIM FOR CONCEALED OR UNKNOWN CONDITIONS, OR ANY OTHER ITEM (EVEN IF A REQUEST BY OWNER) THAT MAY RESULT IN A TIME DELAY OR COST CHANGE WITHIN 1 DAY OF FIRST KNOWLEDGE. ANY CLAIM (CHANGE ORDER) MUST BE APPROVED BY THE OWNER PRIOR TO PROCEEDING OR INCURRING ANY COSTS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR AND ANY ASSOCIATED COST INCURRED WILL NOT BE PAID.		E. BEFORE PROCEEDING WITH ANY WORK ADJACENT TO OR WITHIN THE EXISTING STRUCTURE, THE CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS. DURING THE PROCESS OF CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF THE EXISTING STRUCTURE WHERE THE EXISTING STRUCTURE IS MODIFIED TO ACCOMMODATE NEW CONSTRUCTION AND FOR PROTECTING FROM DAMAGE THOSE PORTIONS OF THE EXISTING STRUCTURE WHICH ARE TO REMAIN.		C. WHERE STRUCTURES DERIVE SUPPORT FROM FILL-SUPPORTED FOUNDATIONS AND AT SLAB-ON-GRADE, FILL SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM 1557).			
1.3 CLEANUP		F. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ON-SITE SAFETY ASSOCIATED WITH THE WORK TO BE PERFORMED. ALL SAFETY REQUIREMENTS AS DICTATED BY OSHA AND THE LOCAL JURISDICTIONS SHALL BE FOLLOWED.		D. NO FILL SHALL BE PLACED OVER FROZEN, MUDDY, OR OTHER DELETERIOUS MATERIAL. NO FILL SHALL BE PLACED OVER A PREVIOUS LIFT THAT HAS NOT BEEN ADEQUATELY COMPACTED.		TYPED OR PRINTED NAME: REBECCA J.K. LIMESAND	
A. THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE CAUSED BY EMPLOYEES. AT THE COMPLETION OF THE WORK, REMOVE ALL WASTE AND NON-CONSTRUCTION MATERIAL, INCLUDING ALL CONTRACTOR TOOLS. LEAVE THE SITE CLEAN AND READY FOR USE.		G. IT SHOULD BE UNDERSTOOD THAT THE CONTRACTOR IS THE GUARANTOR OF ALL WORK AND RESPONSIBLE TO CONSTRUCT THE STRUCTURE SITE ACCORDING TO APPLICABLE PLANS, SPECIFICATIONS AND STANDARDS.		E. BACKFILL AGAINST FOUNDATION/ANCHORS SHALL BE COMPLETED BEFORE ERECTION/MODIFICATION OF THE STRUCTURE BEGINS.		URS No. 62533	
B. IF CLEARING IS REQUIRED, ALL BRUSH, STUMPS, AND OTHER WASTE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY. THE OWNER SHALL BE CONSULTED FOR SPECIFICATIONS ON TREE PLACEMENT AND DISPOSAL. IF REQUIREMENTS ARE NOT SPECIFIED, A CONSERVATIVE ASSUMPTION SHALL BE UTILIZED FOR BIDDING PURPOSES.		H. SECTIONS, DETAILS, AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE, UNLESS OTHERWISE SHOWN.		F. BACKFILL SHALL BE COMPACTED UNIFORMLY AROUND THE FOUNDATION IN LIFTS TO MINIMUM 90% COMPACTION.		DATE: 12/19/2015	
C. THE SITE SHALL BE LEFT IN A CONDITION EQUIVALENT TO THE PRE-CONSTRUCTION CONDITION AND SATISFACTORY TO THE OWNER.		I. ALL MATERIALS, WORKMANSHIP, AND DETAILS SHALL CONFORM TO THE LATEST EDITION OF THE BUILDING CODE.		G. BACKFILL SHALL BE NATIVE SOIL. IMPORTED FILL SHALL BE VERIFIED WITH THE GEOTECHNICAL ENGINEER AND STRUCTURAL ENGINEER PRIOR TO BACKFILLING.		GENERAL NOTES	
1.4 CODES		J. ALL PROPOSED INSTALLATIONS SHALL NOT DENY OR INTERFERE WITH ACCESS TO ANY OPERATIONAL OR SAFETY EQUIPMENT/APPLIANCE/FURNACES.		TRENCHING		MINNESOTA PROJECT 12	
A. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND RULES. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THE DRAWINGS OR WRITTEN SPECIFICATIONS. IN ADDITION TO ALL CODES, CONTRACTOR SHALL FOLLOW ALL MANUFACTURER RECOMMENDATIONS AND APPLICABLE STANDARDS (ACI, IBC, NEC, ETC.).		EARTHWORK		3.1 MATERIALS		BRANDED: MINNESOTA	
1.5 QUALITY ASSURANCE		2.1 SCOPE OF WORK		FILL MATERIALS SHALL BE OBTAINED, WHEN POSSIBLE, FROM MATERIALS EXCAVATED FROM TRENCHES ON-SITE. STRUCTURAL FILL, SAND OR SLURRY SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIALS OR ROCKS. ALL FILL MATERIAL SHALL BE FREE OF OBJECTIONABLE MATERIALS AND/OR MATERIALS DESIGNATED AS HAZARDOUS OR POTENTIALLY HAZARDOUS. THE FILL MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL VOIDS IN THE MATERIAL. COMPACTION OF SOIL SHALL BE IN 8 INCH LOOSE LIFTS WHEN UTILIZING HEAVY COMPACTION EQUIPMENT OR 6 INCH LOOSE LIFTS WHEN UTILIZING HAND OPERATED TAMPERS.		3.2 PIPE DETECTION AND IDENTIFICATION	
A. THE CONTRACTOR SHALL PROVIDE A PROJECT SCHEDULE PRIOR TO COMMENCING ANY WORK. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CHANGES TO THE SCHEDULE AS SOON AS THEY ARE KNOWN. THE CONTRACTOR SHALL PROVIDE 48-HOUR ADVANCE NOTICE OF SPECIFIC INSPECTION MILESTONES (SUCH AS FOUNDATION POURING). ADVANCE NOTICE WILL ALLOW FOR COORDINATION WITH INSPECTION COMPANIES.		2.2 SITE PREPARATION		3.3 TRENCH EXCAVATION		3.4 DISPOSE OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY.	
PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL REQUEST A LIST OF INSPECTIONS FROM THE OWNER OR ENGINEER. AT A MINIMUM THIS WILL TYPICALLY INCLUDE THE FOUNDATION, GROUNDING, SUBSTANTIAL COMPLETION, AND FINAL.		A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AS REQUIRED. SEE SITE PLAN FOR APPROPRIATE AREA TO BE CLEARED. REMOVE DETRIMENTAL MATERIAL COMPLETELY. ALL WASTE MATERIALS INCLUDING, BUT NOT LIMITED TO, STUMPS AND DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF PROPERLY.		A. DIG TRENCH TO DEPTHS AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER. USE HAND EXCAVATION METHODS WHEN REQUIRED BY LOCAL OR STATE GUIDELINES, OR WHEN NECESSARY TO AVOID ENDANGERING EXISTING OR NEW STRUCTURES OR OTHER FACILITIES.		3.5 BACKFILLING	
B. THE CONTRACTOR SHALL TAKE PHOTOGRAPHS OF ALL COMPLETED WORK AND PROVIDE THESE TO THE OWNER ON A WEEKLY BASIS. PHOTOGRAPHS SHALL INCLUDE DOCUMENTATION OF ALL SUB-GRADE WORK THAT CANNOT BE VISIBLY INSPECTED UPON COMPLETION (GROUNDING, FOUNDATION, UTILITIES, ETC.).		B. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, CONTRACTOR SHALL REMOVE ALL TOPSOIL, ORGANIC MATERIALS AND WET OR POOR SOILS. IF MORE THAN 2'-0" OF POOR SOILS ARE ENCOUNTERED, CONTRACTOR SHOULD IMMEDIATELY CONTACT CONSTRUCTION MANAGER AND/OR ENGINEER FOR GUIDANCE.		B. TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT, WITHOUT ENDANGERING OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.		A. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.	
C. THE CONTRACTOR IS THE GUARANTOR OF ALL WORK. FAILURE TO IDENTIFY A DISCREPANCY/DEFECT OR IMMEDIATELY NOTIFY THE OWNER/ENGINEER OF SAID DEFECT DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITIES IN THIS REGARD.		2.3 EXCAVATION		C. DISPOSE OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY.		3.6 COMPACTION	
D. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT INSPECTIONS OCCUR PRIOR TO COMPLETION OF WORK. IF AN ITEM IS COMPLETED WITHOUT THE REQUESTED INSPECTION, THE OWNER WILL HAVE THE RIGHT TO ASSUME THAT THE WORK WAS NOT COMPLETED PROPERLY AND MUST BE REPLACED.		A. CONTRACTOR SHALL EXCAVATE TO DEPTH, AND GRADES SHOWN ON THE PLANS.		A. PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.		3.7 CONCRETE WORK	
1.6 BUILDING PERMITS		MINIMUM COMPACTION SHALL BE 90% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 85% MAXIMUM DRY DENSITY UNDER STRUCTURAL ELEMENTS. AREAS OF SETTLEMENT IDENTIFIED WITHIN ONE YEAR OF ACCEPTANCE OF FINAL CONSTRUCTION BY OWNER WILL BE EXCAVATED, FILLED, AND RECOMPACTED AT CONTRACTOR'S EXPENSE.		B. SHEETING AND BRACING SHOULD MEET OR EXCEED OSHA REQUIREMENTS.		4.1 CONCRETE FORMWORK	
A. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN THE BUILDING PERMIT. CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AT THE JOB SITE. COMPLY WITH SPECIFIC PROJECT RELATED REQUESTS AND SUGGESTIONS MADE BY BUILDING INSPECTOR, AND INFORM THE OWNER OF ANY REQUIREMENTS THAT MAY DEViate FROM THE CONSTRUCTION DOCUMENTS.		B. CONTRACTOR SHALL REVIEW AVAILABLE GRADING PLANS, GEOTECHNICAL REPORT, AND FOUNDATION PLANS THOROUGHLY PRIOR TO BIDDING. ANY DISCREPANCIES OR INCONSISTENCIES SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.		C. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.		A. CONTRACTOR SHALL FOLLOW ALL APPLICABLE CODES AND STANDARDS (IBC, ACI, ETC.).	
1.7 SITE SECURITY		C. IT IS RECOMMENDED THAT THE OWNER HIRE AN INDEPENDENT GEOTECHNICAL ENGINEER TO REVIEW SOIL CONDITIONS AND AN ACI CERTIFIED INSPECTOR TO REVIEW ALL FOUNDATION ELEMENTS.		B. PROTECT CONDUIT FROM LATERAL MOVEMENT, DAMAGE FROM IMPACT, OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR STRUCTURES. DO NOT FREE FALL BACKFILL INTO TRENCH UNTIL THERE IS AT LEAST 12 INCHES OF COVER OVER THE CONDUIT.		B. FORMS SHALL BE SMOOTH AND FREE OF SURFACE IRREGULARITIES. CONTRACTOR SHALL UTILIZE FROM RELEASE AGENTS AS NECESSARY. UPON COMPLETION, CONTRACTOR SHALL REMOVE ALL FORMS, INCLUDING THOSE CONCEALED OR BURIED.	
THE CONTRACTOR IS RESPONSIBLE FOR SITE SECURITY THROUGHOUT THE CONSTRUCTION PHASE. THE SITE MUST BE SECURELY FENCED (PERMANENTLY OR TEMPORARILY) WITHIN 24 HOURS OF EQUIPMENT ERECTION.		D. REGARDLESS OF THE ABOVE RECOMMENDATION, THE CONTRACTOR IS RESPONSIBLE TO OBSERVE SITE AND SOIL CONDITIONS THROUGHOUT THE CONSTRUCTION PROCESS AND COMPARE THE ABOVE TO THE GEOTECHNICAL REPORT, THE PLANS, AND THE STRUCTURE DRAWINGS. ANY INCONSISTENCIES, DISCREPANCIES, OR ASSUMPTIONS THAT PROVE TO BE INCORRECT, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.		A. COMPACT BACKFILL TO AT LEAST 95% STANDARD PROCTOR. IF REQUIRED COMPACTION DENSITY IS NOT OBTAINED, REMOVE BACKFILL FROM TRENCH, REPLACE WITH APPROVED BACKFILL, AND RECOMPACT AS SPECIFIED. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR BACKFILL DURING MAINTENANCE PERIOD (1 YEAR MINIMUM) SHALL BE REMOVED, REPLACED, AND RECOMPACTED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.		C. EXPOSED EDGES OF ALL FOUNDATIONS SHALL RECEIVE A 3/4" CHAMFER. OTHER EXPOSED EDGES SHALL RECEIVE A TOOLED RADIUS FINISH.	
1.8 SITE CONTROL		2.4 SITE GRADINGS		B. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR BACKFILL DURING MAINTENANCE PERIOD (1 YEAR MINIMUM) SHALL BE REMOVED, REPLACED, AND RECOMPACTED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.		D. REFER TO PLANS AND DRAWINGS FOR ADDITIONAL REQUIREMENTS.	
A. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION AT THE SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF CONTRACTOR.		B. THE CONTRACTOR SHALL LIMIT ALL SITE GRADING AND CONSTRUCTION ACTIVITIES TO SITE AREA. IF THIS IS NOT POSSIBLE, CONTACT THE PROJECT MANAGER AND OBTAIN OWNER APPROVAL PRIOR TO WORKING OUTSIDE THE ABOVE LIMITS.		C. EXPOSED EDGES OF ALL FOUNDATIONS SHALL RECEIVE A 3/4" CHAMFER. OTHER EXPOSED EDGES SHALL RECEIVE A TOOLED RADIUS FINISH.		4.2 CONCRETE CURING	
B. IF WETLANDS ARE PRESENT IN THE PROJECT VICINITY THE CONTRACTOR IS RESPONSIBLE TO TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THAT THEY ARE NOT DISTURBED IN ANY MANNER. IF DISTURBANCE OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND CONSEQUENCES, INCLUDING FINES (EVEN IF ASSESSED TO THE OWNER).		C. IT IS RECOMMENDED THAT THE OWNER HIRE AN INDEPENDENT GEOTECHNICAL ENGINEER TO REVIEW SOIL CONDITIONS AND AN ACI CERTIFIED INSPECTOR TO REVIEW ALL FOUNDATION ELEMENTS.		D. REGARDLESS OF THE ABOVE RECOMMENDATION, THE CONTRACTOR IS RESPONSIBLE TO OBSERVE SITE AND SOIL CONDITIONS THROUGHOUT THE CONSTRUCTION PROCESS AND COMPARE THE ABOVE TO THE GEOTECHNICAL REPORT, THE PLANS, AND THE STRUCTURE DRAWINGS. ANY INCONSISTENCIES, DISCREPANCIES, OR ASSUMPTIONS THAT PROVE TO BE INCORRECT, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.		A. CONTRACTOR SHALL FOLLOW ALL APPLICABLE CODES AND STANDARDS (IBC, ACI, ETC.).	
C. THE CONTRACTOR SHALL CONTAIN ALL CONSTRUCTION ACTIVITIES, MATERIALS, EQUIPMENT, ETC., TO THE LEASED AREA AND LEGAL EASEMENTS UNLESS PERMISSION TO DO OTHERWISE IS GRANTED BY THE PROPERTY OWNER.		2.4 SITE GRADING		D. REFER TO PLANS AND DRAWINGS FOR ADDITIONAL REQUIREMENTS.		B. FORMS SHALL BE SMOOTH AND FREE OF SURFACE IRREGULARITIES. CONTRACTOR SHALL UTILIZE FROM RELEASE AGENTS AS NECESSARY. UPON COMPLETION, CONTRACTOR SHALL REMOVE ALL FORMS, INCLUDING THOSE CONCEALED OR BURIED.	

4.2. CONCRETE REINFORCEMENT MATERIAL PROPERTIES (U.N.O.) SPECIFIC COMPRESSIONIVE STRENGTH OF CONCRETE: f' = 4,000 psi SPECIFIED YIELD STRENGTH OF CONCRETE REINFORCEMENT: F = 60,000 psi A. ALL BAR LAPS SHALL CONFORM TO ACI 318 CLASS "B" SPLICE CRITERIA. USE TO BAR LAP LENGTHS FOR TOP BARS IN SLABS AND BEAMS OVER 14" DEEP. MINIMUM BAR LAPS AS FOLLOWS U.N.O.: #3: 1'-4" #4: 1'-4" #5: 1'-10" #6: 2'-7" #7: 4'-2" #8: 5'-2" #8.5: 4' #10: 7'-8" #11: 9'-0" FOR EPOXY COATED BARS, PROVIDE 1.5 TIMES THE INDICATED LAP LENGTH. FOR TOP BARS PROVIDE 1.3 TIMES THE INDICATED LAP LENGTH. B. LAP LENGTH SHALL BE SPECIFICALLY NOTED ON SHOP DRAWINGS WHERE MORE THAN ONE BAR MAKES UP A CONTINUOUS STRING. C. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ACI 315. ALL REINFORCEMENT BARS SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST CRSI MANUAL OF STANDARD PRACTICE AND SHALL BE CLEAN AND FREE OF GREASE AND SCALING RUST. D. PROVIDE HOT/COLD WEATHER PROCEDURES AND PROTECTION IN ACCORDANCE WITH ACI RECOMMENDATIONS AND PROJECT SPECIFICATIONS. E. CONCRETE REINFORCEMENT PROTECTION/CLEAR COVER, U.N.O.: FOOTINGS: ALL SIDES 3" PIERS: ALL SIDES 3" F. EXTEND ALL PIER STEEL TO PROVIDE STD. HOOK UNDER FOOTING REINFORCEMENT, UNLESS NOTED OTHERWISE. G. SPLICES IN REINFORCEMENT STEEL ARE PROHIBITED, UNLESS APPROVED BY THE STRUCTURAL ENGINEER. ALL SPLICES MUST THEN MEET ALL APPLICABLE ASTM STANDARDS FOR SPLICING. H. HEATING AND WELDING OF BARS IS PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1 AND STRUCTURAL WELDING CODE. 4.3. CAST-IN-PLACE CONCRETE A. ANY NON-STRUCTURAL SITE CONCRETE SHALL HAVE A MINIMUM COMPRESSIONIVE STRENGTH OF 3,000 PSI. ALL CONCRETE SUBJECT TO FREEZE-THAW SHALL CONTAIN 48% AIR ENTRAINMENT. B. ALL CONCRETE SHALL BE NORMAL WEIGHT (145 PCF) UNLESS NOTED OTHERWISE. ALL CONCRETE SHALL BE COMPOSED OF PORTLAND CEMENT, TYPE III, IN CONFORMANCE WITH ASTM C150. FINE AND COARSE AGGREGATE IN CONFORMANCE WITH ASTM C33. AND WATER IN CONFORMANCE WITH ASTM C49. EXPOSED EXTERIOR CONCRETE SHALL BE AIR ENTRAINED WITH 4% AIR CONTENT. CONCRETE SHALL HAVE A MEASURED SLUMP OF 4" (CONTRACTOR SHALL PERFORM SLUMP TESTS). IF AN ALTERNATIVE MIX DESIGN IS DESIRED, MIX DESIGN SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL. C. ALL CONCRETE SHALL BE VIBRATE IN PLACE USING HIGH FREQUENCY, LOW AMPLITUDE MECHANICAL VIBRATORS. INSERT VIBRATORS IN CONCRETE AT REGULAR INTERVALS AND OVER ENTIRE SURFACE TO SOLIDIFY FILL AROUND AND BETWEEN REINFORCEMENT AND EMBEDDED ITEMS AND INTO CORNERS AND IRREGULARITIES. DISCONTINUE VIBRATION WHEN REMAINING ENTRAPPED AIR BUBBLES STOP BREAKING THE LEVELING SURFACE. DO NOT OVERVIBRATE AS THIS MAY CAUSE SEGREGATION. D. ALL FORMED CONCRETE SURFACES EXPOSED TO VIEW SHALL HAVE A SURFACE FINISH SF-20 IN ACCORDANCE WITH ACI 301. E. ALL CONCRETE MIXING, TRANSPORTING, PLACING AND CURING SHALL CONFORM WITH THE LOCAL BUILDING CODE REQUIREMENTS AND THOSE OF THE FOLLOWING STANDARDS (LATEST EDITION): "ACI 318, BUILDING CODE REQUIREMENTS FOR REINFORCED CONG." "ACI 315, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" "ACI 301, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BLDGS." "ACI 307, RECOMMENDED PRACTICE FOR CONCRETE FORM WORK" F. ALUMINUM CONDUIT IS NOT PERMITTED TO BE EMBEDDED IN CONCRETE. G. ALL DOWELS INTO EXISTING CONCRETE OR SOLID MASONRY TO BE EPOXY AND ANCHORED WITH HILTI HIT-HY 200 ADHESIVE OR APPROVED EQUIVALENT, (UNLESS NOTED OTHERWISE). H. UNLESS NOTED OTHERWISE, ANY EXISTING CONCRETE SURFACE IS TO BE CLEANED AND INTENTIONALLY ROUGHED TO A 1/4" AMPLITUDE AND WETTED PRIOR TO FRESH CONCRETE BEING POURED AGAINST SURFACE. 4.4. QUALITY CONTROL A. ALL STRUCTURAL CONCRETE SHALL BE INSPECTED BY INDEPENDENT, QUALIFIED PERSONNEL (ACI OR OTHERWISE). ALL STRUCTURAL CONCRETE SHALL BE TESTED BY AN INDEPENDENT LAB, AT A MINIMUM 1 CYLINDER SHALL BE CAST AND TESTED AT 7, 14, AND 28 DAYS. THE REMAINING CYLINDER SHALL BE RESERVED FOR RE-TESTING, IF NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE CONSTRUCTION MANAGER AND/OR TESTING AGENCY A MINIMUM OF 48 HOURS PRIOR TO EACH FOUNDATION POUR. IF A POUR OCCURS WITHOUT THE REQUESTED INSPECTION, THE OWNER CAN ASSUME THAT THE INSTALLATION WAS NOT INSTALLED CORRECTLY AND REQUIRE REPLACEMENT. B. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND REPLACE, AT THEIR SOLE EXPENSE, ANY CONCRETE THAT DOES NOT MEET THE ABOVE SPECIFICATIONS, OR SIMILAR SPECIFICATIONS CONTAINED IN THE PLANS OR STRUCTURE DRAWINGS. ANY CONCRETE THAT DOES NOT MEET THE MINIMUM COMPRESSIONIVE STRENGTH REQUIRED UPON COMPLETION OF LAB TESTING SHALL BE REPLACED. THE AVERAGE OF THE TWO 28 DAY BREAK RESULTS SHALL GOVERN. NO DISPUTES REGARDING THE METHOD USED TO COLLECT THE TEST CYLINDERS OR PERFORM THE LAB TESTING ARE ALLOWED. IF THE CONTRACTOR CHANGES, THEY MAY COLLECT AND TEST ADDITIONAL CYLINDERS AT THEIR SOLE EXPENSE. C. DESPITE THE ABOVE REQUIREMENT, THE CONTRACTOR IS RESPONSIBLE TO PERFORM QUALITY WORK AND IS THE GUARANTOR OF THE FINISHED PRODUCT. IF A DEFECT IS NOT IMMEDIATELY IDENTIFIED BY THE INSPECTOR, OWNER, OR CONSTRUCTION MANAGER, BUT IDENTIFIED SUBSEQUENTLY, THE CONTRACTOR SHALL STILL BE RESPONSIBLE TO CORRECT SAID DEFECT. D. CONTRACTOR MUST VERIFY THAT CONCRETE MEETS DESIGN REQUIREMENT (FOR STRENGTH AND OTHER PARAMETERS) BEFORE PLACING ANY SERVICE LOADS.	STRUCTURAL STEEL 5.1. GENERAL REQUIREMENTS A. STRUCTURAL STEEL DESIGN AND FABRICATION SHALL BE IN ACCORDANCE WITH THE AISC 13TH EDITION STEEL CONSTRUCTION MANUAL. B. MATERIAL PROPERTIES ARE TO BE AS INDICATED BELOW UNLESS NOTED OTHERWISE. W-SHAPES C-SHAPES & ANGLES PLATES & BARS SQUARE TUBES ROUND TUBES RODS ANCHOR RODS Fy = 50 KSI (A992 OR A 572 Gr 50) Fy = 36 KSI (A36) Fy = 36 KSI (A36) Fy = 46 KSI (A500 Gr B) Fy = 35 KSI (A53 TYPE S, Gr B) Fy = 36 KSI (A36) Fy = 55 KSI (F1554-Gr 55) C. STEEL BEAMS WITH RESIDUAL CAMBER RESULTING FROM MILL FABRICATION OR ROLLING SHALL BE SHOP FABRICATED AND ERECTED SUCH THAT THIS RESIDUAL CAMBER COUNTERACTS GRAVITY LOAD DEFLECTION. 5.2. CONNECTION BOLTS AND ANCHORS A. MINIMUM BOLT EDGE DISTANCES ARE TO BE THE LARGER OF THE EXISTING CONDITION OR THE TABLE PROVIDED BELOW UNLESS APPROVED BY THE ENGINEER. <table><tr><th>BOLT DIAMETER (IN)</th><th>1/2</th><th>5/8</th><th>3/4</th><th>7/8</th><th>1</th><th>1 1/8</th><th>1 1/4</th><th>1 3/4</th><th>>1 3/4</th></tr><tr><th>MIN. EDGE DISTANCE</th><td>3/4</td><td>7/8</td><td>1</td><td>1 1/8</td><td>1 1/4</td><td>1 1/2</td><td>1 5/8</td><td>1 7/8</td><td>1 7/8</td></tr></table> B. ALL CONNECTION BOLTING IS TO BE WITH A325N BOLTS UNLESS NOTED OTHERWISE. BOLTS NEED ONLY BE TIGHTENED TO THE SNUG-TIGHT CONDITION. SNUG-TIGHT IS DEFINED AS THE TIGHTNESS OBTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A PERSON USING AN ORDINARY SPUD WRENCH. C. U.N.O., POST INSTALLED ANCHORS ARE TO BE HILTI HIT HY 200 ADHESIVE ANCHORS FOR SOLID BASE MATERIALS MANUFACTURED BY HILTI FASTENING SYSTEMS OF TULSA, OKLAHOMA OR APPROVED EQUAL. INSTALL ANCHORS WITH EMBEDMENT DEPTHS INDICATED. 5.3. GROUT & FINISHES A. U.N.O., NON-SHRINK GROUT SHALL BE A NON-METALLIC PREMIXED FORMULATION EQUIVALENT TO MASTERFLOW 713 PLUS BY DEGussa BUILDING SYSTEMS. BEAM AND LINTEL PLATES SHALL BE FULLY GROUTED WITH A MINIMUM 1/2" NON-SHRINK GROUT. COLUMN BASE PLATES SHALL BE FULLY GROUTED WITH A MINIMUM OF 1 1/2" NON-SHRINK GROUT. B. ALL STEEL FRAMING MEMBERS, CONNECTION PLATES, FASTENERS AND ANCHOR BOLTS EXPOSED TO EARTH OR WEATHER TO HAVE HOT-DIP GALVANIZED FINISH UNLESS OTHERWISE SPECIFIED. APPLY COATING BY THE HOT-DIP PROCESS FOR GALVANIZING ACCORDING TO ASTM A123 OR ASTM A153. C. ALL DINGS, SCRAPES, MARKS AND WELDS IN THE GALVANIZED AREA SHALL BE COATED WITH A ZINC-RICH PAINT, APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. AFTER ZINC-RICH PAINT IS DRY, OVERCOAT WITH AN APPROPRIATE PAINT WITH THE SAME COLOR AS THE EXISTING. 5.4. WELDING A. ALL WELDING OF NEW STEEL IS TO BE WITH E70XX ELECTRODES. U.N.O., WELDING SHALL BE IN ACCORDANCE WITH THE LATEST AWS SPECIFICATIONS BY CERTIFIED WELDERS AND INSPECTED BY AN AWS CERTIFIED WELDING INSPECTOR. B. WHEN FIELD WELDING TO EXISTING STEEL, ADJUST WELDING PROCEDURES AS REQUIRED TO BE COMPATIBLE WITH THE NEW AND EXISTING STEEL. C. ALL WELDING OF GALVANIZED MATERIAL SHALL BE PERFORMED IN SUCH A MANNER AS TO SATISFY ALL OSHA AND AWS REQUIREMENTS. ALL FIELD WELDED LOCATIONS SHALL BE PREPARED AND PRIMED WITH A ZINC-RICH PRIMER PRIOR TO PAINTING PER THE MANUFACTURERS RECOMMENDATIONS. THE SPECIFIC PRIMER TO BE USED SHALL BE TNE-MEC SERIES 90-07 Thene-Zinc @ 2.0-4.0 mils DFT OR APPROVED EQUAL. ELECTRICAL A. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELCO, GROUNDING CONDUITS, AND ALL OTHER UTILITY EASEMENTS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE CAUSE TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE. B. CONTRACTOR SHALL CONTACT UTILITY PROVIDER PRIOR TO BIDDING AND CONSTRUCTION TO VERIFY THAT SERVICE HAS BEEN ORDERED AND DISCUSS ANY SITE SPECIFIC REQUIREMENTS. CHANGE ORDERS RELATED TO UTILITY REQUIREMENTS OR REQUESTS WILL NOT BE ALLOWED UNLESS THIS CONDITION HAS BEEN MET. C. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY CONTRACTOR. D. SUBMITTAL OF BID INDICATES CONTRACTOR IS AWARE OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT. E. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TESTS, AND EXAMINE WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULT EQUIPMENT, AND DISCREPANCIES. F. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE. G. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION. H. CONTRACTOR SHALL PROVIDE, LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN, AND/OR	BOLT DIAMETER (IN)	1/2	5/8	3/4	7/8	1	1 1/8	1 1/4	1 3/4	>1 3/4	MIN. EDGE DISTANCE	3/4	7/8	1	1 1/8	1 1/4	1 1/2	1 5/8	1 7/8	1 7/8	AS OTHERWISE REQUIRED. L. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL, OR EQUIPMENT FOUND TO BE FAULTY DURING THIS PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR. J. UPON COMPLETION OF WORK, CONDUIT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS ARE REQUIRED FOR APPROVAL. SUBMIT TEST REPORTS TO CONSTRUCTION ENGINEER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDamaged CONDITION. K. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE. L. ALL MATERIALS UTILIZED SHALL BE U.L. LISTED. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS. M. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULLBOX, J-BOX, SWITCH BOX, ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.). N. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY THE UNDERWRITERS LABORATORY AND SHALL BEAR THE INSPECTION LABEL "I" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, AND NBFU. O. USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR. P. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C. Q. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES AND DRAWINGS. GROUND RODS SHALL BE AS SPECIFIED ON THE GROUNDING DRAWINGS. R. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM. NO BX OR ROMEX CABLE IS PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS. S. METER SOCKET AMPERAGE, VOLTAGE, AND NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY EQUAL OR COMPANY OR APPROVED EQUAL. IF NOT NOTED, IT REQUIRES THE NEW SERVICE TO BE SUB-METERED FROM THE EXISTING SERVICE. SUB-METER SHALL BE OF THE 10x OR 16x TYPE. T. PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK. U. SERVICE CONDUITS SHALL BE GRAY SCH.40 PVC BURIED MIN. 36", EXCEPT THE SCH.80 SHALL BE USED UNDER ROADWAYS AND IN LOCATIONS SUBJECT TO CASUAL IMPACTS. BENDS SHALL BE MADE USING "WIDE SWEEP" (12" MIN. RADIUS) ELBOW FITTINGS, ANY CODE-REQUIRED RIGID STEEL CONDUIT SHALL BE U.L. LABEL, GALVANIZED INSIDE AND OUTSIDE. CONDUIT SHALL EXTEND MIN. 36" BELOW GRADE, WITH "SWEEP" ELBOWS (12" MIN. RADIUS) ENDING IN PVC TRANSITION FITTINGS. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAB-YRAPPED WITH HUNTS PROCESS NO. 3 EXTENDING MIN. ABOVE GRADE. V. INTERIOR CONDUITS SHALL BE ELECTRICAL METALLIC TUBING HAVING U.L. LABEL. FITTINGS SHALL BE GALD RING COMPRESSION TYPE. W. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTING SHALL BE "JAKE" OR "SQUEEZE" TYPE. SEAL TIGHT FLEXIBLE CONDUIT, NO SUCH CONDUIT SHALL EXCEED SIX FEET IN LENGTH. POLE AND ANTENNA INSTALLATION A. IF REQUIRED, ERECT FURNISHED STRUCTURE. PRIOR TO ERECTION, CONTRACTOR MUST VERIFY THAT CONCRETE HAS MET THE MINIMUM STRENGTH REQUIREMENTS AS WELL AS ANY OTHER INSPECTION OR TESTING REQUIREMENTS. B. INSTALL ANTENNAS AND LINES AS INDICATED ON THE DRAWINGS AND PER OWNER SPECIFICATION. INSTALL ANTENNA AND CABLE MOUNTING HARDWARE AS INDICATED ON THE DRAWINGS OR APPROVED BY THE CONSTRUCTION MANAGER. ANTENNA INSTALLATION TO BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF ANTENNAS, TRANSMISSION LINES AND SUPPORT STRUCTURE. C. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX. D. CONTRACTOR SHALL FOLLOW ALL APPLICABLE STANDARDS INCLUDING, BUT NOT LIMITED TO: EIA 222 (LATEST VERSION), FAA ADVISORY CIRCULAR AC707480-1A, FCC RULES & REGULATIONS. LANDSCAPING & SITE RESTORATION. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN LANDSCAPE WORK AS SHOWN ON THE CONSTRUCTION DRAWINGS OR REQUIRED IN THE SPECIFICATIONS. CONTRACTOR SHALL UTILIZE THE SERVICES OF A LANDSCAPE CONTRACTOR TO ENSURE THE LANDSCAPING IS PROPERLY INSTALLED, WATERED, AND OTHERWISE MAINTAINED. CONTRACTOR SHALL GUARANTEE LANDSCAPING FOR A MINIMUM OF ONE (1) YEAR AND SHALL REPLACE ANY DEAD OR VISIBLY DISTRESSED PLANTS WITHIN THIS PERIOD. A. CONTRACTOR SHALL PROTECT SEEDED AREAS FROM EROSION THROUGH THE USE OF AN EROSION CONTROL MESH OR MULCH NET. B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE PLAN WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE, AND SECURE TO A STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE. C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION. D. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS TO ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER. E. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING, CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.	CONSULTANTS Edge Consulting Engineers, Inc. 2101 HIGHWAY 13 N BURNSVILLE, MN 55337 (612) 251-7100 www.edgeconsulting.com CLIENT: verizon 1001 BUSH LANE RD BLOOMINGTON, MN 55468 ENGINEER SEAL: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNATURE:  TYPED OR PRINTED NAME: REBECCA J.K. LIMESAND URS No. 62533 DATE: 12/20/2015 GENERAL NOTES MINNESOTA PROJECT 12 <table><tr><td>PROJECT NO.</td><td>1753278</td></tr><tr><td>LOCATION CODE:</td><td>40387</td></tr><tr><td>EXP. DATE:</td><td>11/10/2015</td></tr><tr><td>STRUCTURAL ANALYSIS:</td><td></td></tr><tr><td>DATE:</td><td>DESCRIPTION:</td></tr><tr><td>1/20/2015</td><td>REPORT NO. 44026</td></tr></table> SUBMITTAL: <table><tr><th>INT.</th><th>DATE:</th><th>DESCRIPTION:</th></tr><tr><td>REV.</td><td>12/10/2015</td><td>REV. A</td></tr><tr><td></td><td>12/23/2015</td><td>REV. B</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> <table><tr><td>CHECKED BY:</td><td>RJL</td></tr><tr><td>EDGE SITE ID:</td><td>817768</td></tr><tr><td>EDGE PROJ. #:</td><td>44036</td></tr><tr><td>SCT. TYPE:</td><td>FINAL</td></tr><tr><td>SHEET NUMBER:</td><td>R-002</td></tr></table>	PROJECT NO.	1753278	LOCATION CODE:	40387	EXP. 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City of Brainerd, Minnesota

Small Wireless Facility Design and Review Guideline Policy

A. PURPOSE AND COMPLIANCE

In implementing Section 800 of the Brainerd City Code , the City Council of the City of Brainerd (the “City”) finds that in order to protect the public health, safety and welfare of its citizens and to reasonably manage and protect the public rights-of-way (the “ROW”) and its uses in the City, it is in the best interest of the City and its residents and businesses to establish Small Wireless Facility Design and Review Guidelines (the “Guidelines”) to provide the aesthetic requirements and other specifications and reasonable conditions that small wireless facilities installed within the public ROW must meet prior to installation and following installation within the City. Although small wireless facilities installed outside of the ROW are not bound by these Guidelines, they may be used to inform their installations.

The objective of these Guidelines is to strike a balance between preserving and protecting the character of the City through careful design, siting, and camouflaging techniques to blend these facilities into their surrounding environment and provide other reasonable conditions upon such placement and use of the ROW, while enhancing the ability of small wireless facilities carriers to deploy small wireless facilities in the City effectively and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability.

These Guidelines apply to requests to locate small wireless facilities in the ROW and ongoing use of the ROW for such purposes. These Guidelines are established pursuant to Section 800 of Brainerd City Code and applicable law. These Guidelines are administered through the permitting process contained therein as conducted by the City Department of Engineering.

Placement or modification of a small wireless facilities and/or wireless support structures shall comply with these Guidelines at the time the permit for installation or modification is approved and as amended from time to time. Wireless service providers and permittees are required to comply with Section 800 of Brainerd City Code.

B. AESTHETIC REQUIREMENTS

PHOTO SIMULATIONS

1. For all applications to locate small wireless facilities in the ROW, photo simulations from at least three reasonable line-of-site locations near the proposed project site. The photo simulations must be taken from the viewpoints of the greatest pedestrian or vehicular traffic. Angle of photo simulation separation must be at least 90 degrees or greater and provide a full profile depiction. Photo simulations must be included in the application packet.

SMALL WIRELESS FACILITY ANTENNAS

1. Each small wireless facility antenna (“antenna”) shall be located entirely within a shroud or canister type enclosure.
2. The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the wireless support structure pole, and to the maximum extent practical, should appear as a seamless vertical extension of the pole. In no case shall the maximum diameter of the shroud be wider than one- and one-half times the diameter of the top of the pole. Where maximum shroud diameter exceeds diameter of the top of the pole, the shroud shall be tapered to meet the top of the pole. The enclosure shall not exceed six cubic feet in volume.
3. Mounting Location
 - a. All antenna shall be mounted to the top of the wireless support structure pole, aligned with the centerline of the wireless support structure.
4. Tree “topping” or the improper pruning of trees is prohibited. Any proposed pruning or removal of trees, shrubs or other landscaping already existing in the ROW must be noted in the application and must be approved by the City.

CABLES AND WIRES

1. All cables, wires and connectors related to the small wireless facility must be fully concealed on the wireless support structure and shall match the color of the wireless support structure. There shall be no external cables and wires related to the small wireless facility hanging off or otherwise exposed on the wireless support structure.

COLORS

1. All colors shall match the background of any wireless support structure that the facilities are located upon. In the case of existing wood poles, finishes of conduit shall be zinc, aluminum or stainless steel, or colored to match those metal finishes and equipment cabinets shall be the color of brushed aluminum. Ground mounted equipment cabinets shall be the color of brushed aluminum.

EQUIPMENT ENCLOSURES/CONCEALMENT

1. Equipment enclosures, including electric meters, shall be as small as possible. Ground- mounted equipment shall incorporate concealment elements into the proposed design matching color and materials of the wireless support structure unless other materials or colors are approved by the City. Concealment may include, but shall not be limited to, landscaping, strategic placement in less obtrusive locations and placement within existing or replacement street furniture.

2. Radio equipment shall be fully enclosed within an equipment cabinet or concealed within the antenna shroud enclosure matching color and materials of the wireless support structure unless other materials or colors are approved by the City.
3. Landscape screening should be provided and maintained around exterior equipment enclosures unless otherwise approved by the City. The planting quantity and size should be such that 100% screening is achieved within two years of installation.

SIGNAGE/LOGOS/LIGHTS/DECALS/COOLING FANS

1. Signage: The small wireless facility operator/permittee shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the small cell facility that is visible to the public. Signage required under this section shall not exceed 4 inches x 6 inches, unless otherwise required by law (e.g. RF ground notification signs) or the City. If no cabinet exists, the signage shall be placed at the base of the pole.
2. Lights: New small wireless facilities and wireless support structures shall not be illuminated, except in accord with state or federal regulations, or unless illumination is integral to the camouflaging strategy such as design intended to look like a street light pole.
3. Logos/Decals: The small wireless facility operator/permittee shall remove or paint over unnecessary equipment manufacturer decals. The color shall match or shall be as approved by the City. Small wireless facilities and wireless support structures shall not include advertisements and may only display information required by a federal, state or local agency. The small wireless facility operator/permittee shall utilize the smallest and lowest visibility radio-frequency (RF) warning sticker required by government or electric utility regulations. Placement of the RF sticker shall be as close to the antenna as possible.
4. Cooling Fans: In residential areas, the small wireless facility operator/permittee shall use a passive cooling system. In the event that a fan is needed, the small wireless facility operator/permittee shall use a cooling fan with a low noise profile.

EXAMPLE ACCEPTABLE VS UNACCEPTABLE SMALL CELL INSTALLATION ON LIGHT POLES

Unacceptable



Acceptable



C. LOCATION REQUIREMENTS

MOST PREFERABLE LOCATIONS

The following are the most preferred areas for new small wireless facilities in the order of preference (1 being most preferable):

1. *Industrial Districts* if not adjacent to a park, residential district or historic district.
2. *Highway Rights of Way* areas if not adjacent to a park, residential district or historic district.
3. *Retail and Commercial Districts* if not adjacent to a park, residential district or historic district.

COLLOCATION PREFERENCE

It is the City's strong preference that whenever an applicant proposes to place a new small wireless facility that the applicant collocate the same on existing wireless support

structures.

LEAST PREFERABLE LOCATIONS

The following are the least preferred areas for new small wireless facilities in the order of preference (3 being least preferable).

1. *Residential Districts*
2. *Parks*
3. *Historic Districts*

CONSIDERATION OF ALTERNATE LOCATIONS

The City reserves the right to propose an alternate location for a small wireless facility and/or wireless support structure to the one proposed in the application within one hundred feet of the proposed location or within a distance that is equivalent to the width of the ROW in or on which the small wireless facility and/or wireless support structure is proposed, whichever is greater, which the operator shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

GUIDELINES ON PLACEMENT

The City desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community.

Generally, a small wireless facility and/or wireless support structure shall match and be consistent with the materials and finish of the wireless support structure, adjacent City poles, and of the surrounding area adjacent to their location. In the absence of adjacent City poles, the wireless support structure shall match the materials and finish of the adjacent utility poles.

Small wireless facilities are strongly discouraged from locating within the historic downtown district and more specifically Laurel Street from S 6th Street to S 8th Street, Front Street from S 6th Street to S 8th Street, Maple Street from S 6th Street to S 8th Street, S 7th Street from Maple Street to Front Street, and S 8th Street from Maple Street to Front Street.

The following additional guidelines on placement shall apply:

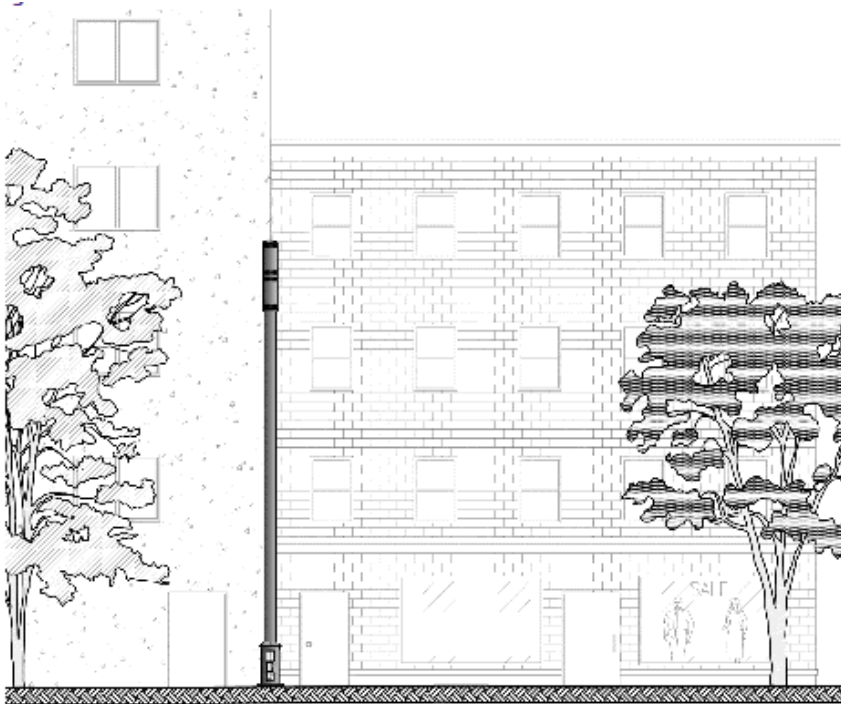
1. Small wireless facilities and wireless support structures shall be located no closer than 250 feet away, radially, from another small wireless facility and wireless support structure.

2. A combination wireless support structure and streetlight pole should only be located where an existing pole (typically Brainerd Public Utilities) can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary.
3. In a manner that does not impede, obstruct, or hinder usual public pedestrian or vehicular travel or public safety on a ROW.
4. In a manner that does not obstruct the legal use of a ROW by a utility provider
5. In a manner that does not violate or conflict with the City's ROW Code, Chapter 800 or these guidelines.
6. In a manner that does not violate the federal Americans with Disabilities Act.
7. In a manner that does not negatively impact the structural integrity of the associated wireless support structure.
8. In alignment with existing trees, utility poles, and streetlights.
9. Equal distance between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
10. With appropriate clearance from existing utilities.
11. So as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level.
12. Not within sight triangles at street intersections.

Example of Acceptable Location Between Residential Homes



Example of Acceptable Location Between Commercial Buildings



D. LIMITATIONS

While the City fully intends to have small cell facilities meet these guidelines established in this policy, there may be times when not every specific guideline may be met. In these cases, City Staff will use these guidelines in approval of small cell wireless permit applications.

E. EFFECTIVE DATE OF POLICY

This Policy will be effective as of April 15, 2019. Modifications of the Policy will be effective on the date said modifications are approved by the City Council.



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Southwest Brainerd Stormwater Study

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 30 Minutes

SUMMARY OF ISSUE Per the action at the February 2nd Council meeting, staff awarded a proposal from HR Green to prepare a stormwater study in the Southwest Brainerd area, specifically in relation to the drainage easement adjacent to Anabec Street and Highland Scenic Drive. Attached is the report from HR Green, which includes the existing conditions, modeling considerations, and options for the Council to consider for next steps. Options are summarized in the Conclusion sections including the following:

- Do Nothing
- Option 1A - Excavation of the existing drainage easement area
- Option 1B - Extension of the existing drainage easement area and excavation of the expanded easement.
- Option 2 - Acquisition of a new drainage easement in the property to the west, including excavation of a new drainage facility.

In Options 1A and 1B, the existing drainage easement would still need to remain on the properties currently affected. In Option 2, staff would discuss with Crow Wing County if the existing drainage easement could be removed.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS In review of the report and the options presented, staff has the following recommendations:

- Staff would recommend the Do Nothing option based on cost, background information, and current anticipated impacts.
- If Council would like to execute an option other than the Do Nothing option, staff recommends Option 1B, as this option is the least estimated cost while meeting all City and MPCA standards.
 - Further, direct staff to solicit proposals for design and construction services for the option selected by Council.

Option 1A could be an option for the Council to consider. However, understand this option does not

meet current standards. Based on the response from Crow Wing County, the County would not participate financially in any of the options selected.

RECOMMENDED ACTION/MOTION

Direct staff on one of the options listed within the Southwest Brainerd Stormwater Study.

FINANCIAL IMPACT

None at this time.



Southwest Brainerd Stormwater Study

April 29, 2026

HR Green Project No: 2503991

Prepared For: The City of Brainerd



Prepared By:
HR Green, Inc.
2550 University Ave West
Suite 360S
St. Paul, MN 55114

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Appendix A: Engineer’s Opinions of Probable Cost

INTRODUCTION AND PURPOSE

The Southwest Brainerd Stormwater Study focuses on the discharge of runoff from the CSAH 48 (Highland Scenic Drive) storm sewer system just south of Anabec St. The system currently drains to a land-locked low point on the back side of 1023, 1021, and 1001 Anabec St, as seen in Figure 1. According to previous modeling efforts completed by HR Green in 2021, adjacent structures are expected to be impacted by peak high-water elevations in larger storm events. This low point was assigned as a temporary discharge location in 1991 and discharges were increased in 2001 when several nearby streets were improved. The area outlined in Blue in Figure 1 is a drainage easement held by Crow Wing County. This easement area was intended to revert back to its respective owners when proper storm drainage lines have been installed. The County has indicated through previous correspondence with City staff that there is no current desire to revert the drainage easement back to the owners, and furthermore, that the current drainage easement and general stormwater configuration meets the County's needs to provide adequate drainage for a portion of CSAH 48. Additionally, Crow Wing County has indicated that they cannot justify financial participation in the city's effort to address stormwater concerns, including participation in any engineering study and/or construction activity.

The project goal is to analyze alternatives for the CSAH 48 drainage discharge that will mitigate flood impacts on private property, particularly the garage at 1001 Anabec St (Lot 3, Block 1 of the Bahma Addition). Three Options were evaluated – (0) “do nothing”, (1) expand the existing basin within the drainage easement, and (2) construct an alternative basin west of CSAH 48. Impacted structures, opinions of probable cost, and feasibility are analyzed for each alternative. All ground and structure elevations are based on publicly available LIDAR from MnTOPO.

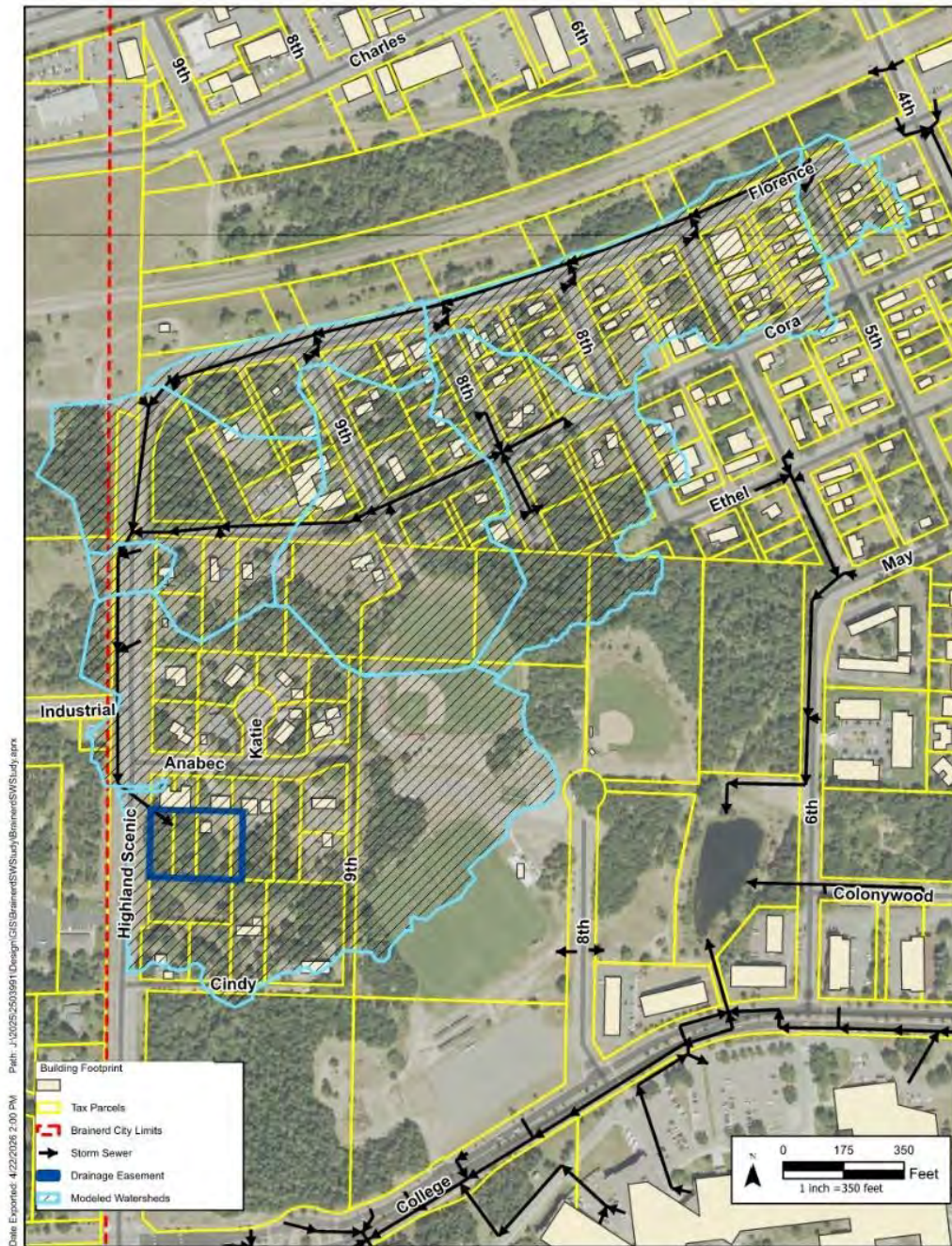


Figure 1. Project Location

ALTERNATIVES

MODEL UPDATES TO EXISTING CONDITIONS AND DO NOTHING OPTION

The basis of the analysis for this report comes from the XPSWMM model from HR Green's 2021 citywide storm sewer analysis. Under existing conditions, a 36-inch storm sewer conveys runoff from about 42 acres of residential neighborhoods to the depressional area south of Anabec Street. An additional 24 acres drain directly to the depression. There is no constructed outlet for the area. The depression has approximately 8.15 ac-ft of above ground storage before stormwater will overtop Cindy Street to the south at an elevation of 1194.5 and flow south into undeveloped woodlands. The 2021 model was updated for this study with the most current LiDAR. Of the runoff volume ponding at the low area, approximately 6.8 ac ft of stormwater is discharged from the pipe.

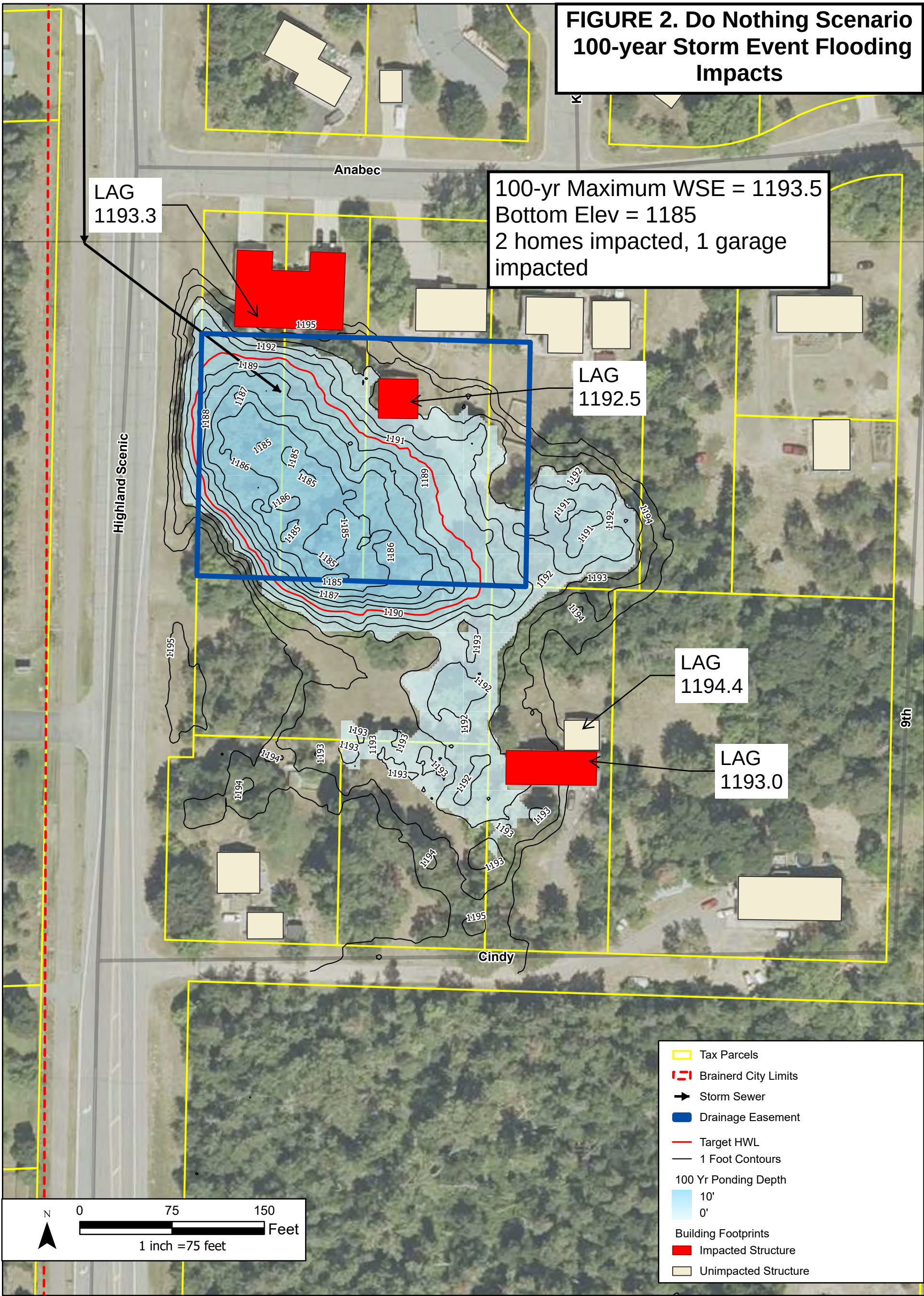
In 2021, the City completed a full City-wide Hydrologic and Hydraulic model for several storm sewersheds. The purpose of such a study was to provide predictive analysis of localized flooding events and potential property impacts during certain intensity rainfall events.

In April 2026, the City and ITT conducted infiltration testing within the depressional area. Understanding the infiltration rates more accurately will provide more clarity to the existing conditions of the site. The soil on site was described as a 15" top layer of moist to silty sand, a 6" middle layer of black topsoil material, and a bottom layer of fine-grained sand with silt. ITT's infiltration tests showed that the unmodified surface infiltrates at 5.5" per hour, and when the bottom layer was exposed and tested, it provides 3.4" per hour. The top layer is expected to mostly consist of outwash sediments from the storm sewer and CSAH 48, and would likely be removed as a part of any maintenance or construction activity at the low point. The in-situ soils appear to be the bottom layer. The existing conditions XPSWMM model was modified to allow infiltration up to 3.4" per hour using Green-Ampt infiltration assumptions and sandy soil default inputs. To compensate for this modification, the runoff occurring at the depressional area, previously modeled with a composite Curve Number of 58 representing Open Space and Half-Acre Residential in USDA Type A soils, now has its Curve Number set to 98 to avoid double counting the effects of infiltration. This principle was followed in Option 1, as well. Following these infiltration updates, the maximum water surface elevation in the 100-year event dropped from 1194.9 in the original 2021 analysis to 1193.5, displaying a moderate decrease in ponding volume at the depressional area and eliminating overtopping flows at Cindy. No edits were made to the hydrology for the trunkline watersheds' drainage areas.

The "Do Nothing" option (Option 0) analyzes the updated existing conditions with no grading or alteration of the existing ground. As seen in Figure 2, the lowest adjacent structure that could be subjected to potential flooding impacts is the detached garage at 1001 Anabec Street at an elevation of 1192.5 according to LiDAR. There is a small shed in the backyard of 1023 Anabec Street, but it was not considered as a "structure" for flooding consideration for this project due to its size, contents and impact risks. A survey of all relevant structures could provide a more accurate Lowest Adjacent Grade (LAG) than the LiDAR estimates in this report.

The maximum water surface elevation was compared to LiDAR to determine structures impacted in the 100-yr 24hr storm event. Two homes and one garage are impacted. See the table below for a summary of Option 0's results and comparison with other Options. See Figure 2 for 100-year storm impacts. Should Option 0 be kept, the Crow Wing County stormwater easement on the low point would remain in place.

**FIGURE 2. Do Nothing Scenario
100-year Storm Event Flooding
Impacts**



OPTION 1

Option 1 analyzes the impacts of expanding and regrading the depressional area into a formal stormwater basin within the drainage easement. As seen in Figure 2, the existing topography is such that only a few feet of ponding will exceed the limits of the Drainage Easement to the south when it reaches elevation 1186. Because of the regrading, the City of Brainerd and MPCA Construction Stormwater Permit (CSP) requirements would be applicable to a designed infiltration basin at this location. Section Nine of the Brainerd Stormwater Engineering Manual requires the 100-year, 24-hour high-water level in any designed infiltration basin to be a minimum of 3 vertical feet below the Lowest Adjacent Grade. An emergency overflow is not reasonably feasible at this location due to adjacent topography constraints. The target 100-year high water elevation is therefore 1189.5 to comply with City design criteria.

According to the Minnesota Stormwater Manual, “if field tested rates for any soil exceed the rate for A soils in the manual (1.63 inches per hour), the total drawdown depth must not exceed 6.5 feet”. This leads to a minimum basin bottom elevation of 1183, since ITT’s soil infiltration testing revealed that the bottom layer of soil had a field tested infiltration rate of 3.4 inches per hour. It is anticipated that excavation to form a stormwater basin at this location would remove the top and middle soil layers. Formal soil borings must be acquired before further design to gain a better understanding of infiltration capacity and verify the field-tested values.

Basin alternatives were maximized to provide as much storage as possible within the extents of the existing drainage easement. The existing surface at the parcel boundary was graded at a constant slope of 3H:1V to the bottom elevation of 1183. Due to the maximum ponding depth constraint of 6.5 feet, the basin size required to fully contain runoff within the constructed basin (and within the existing drainage easement), will not fit. MPCA permit guidelines and City of Brainerd design criteria would both be exceeded if the grading extents are limited to the existing drainage easement. For the purposes of this report, it was assumed that Option 1 will trigger the MPCA CSP requirement due to disturbance area over 1 acre. It is possible that the City could choose to modify the design to further limit disturbance and exempt this project from MPCA requirements for a maximum 6.5 foot ponding depth. Concerns over slope stability and drawdown time would increase should a deeper basin with a smaller footprint be constructed.

An additional 31,000 square feet of possible basin expansion could be available on the parcel immediately south of the drainage easement (Parcel ID 41090543, Lot 4 Block 1 of Moberg Addition). A second Option 1 alternative (Option 1B) was considered under the assumption that additional easement could be purchased from Parcel 41090543. See Table 1 below for a summary of Option 1A and 1B’s results and comparison with other Options. Option 1B could comply with City of Brainerd and MPCA Construction Stormwater permit requirements. Should Option 1A or 1B be constructed, the Crow Wing County stormwater easement on the low point would remain in place.

**FIGURE 3. Option 1A -
100-year Storm Event
Flooding Impacts**



**FIGURE 4. Option 1B - Extended
Basin 100-year Storm Event
Flooding Impacts**



OPTION 2

Option 2 evaluated alternative basin locations to the west of CSAH 48. These locations are within the City of Baxter, as the boundary between Brainerd and Baxter follows the western edge of CSAH 48. Reichert Enterprises, Inc owns the parcel north of Industrial Park Road (Figure 5). In previous conversations with the City, Reichert expressed that they are not interested in allowing stormwater to be discharged onto their property. From a feasibility point of view, rerouting and discharging the CSAH 48 stormwater trunkline onto the Reichert property would require significant excavation at the northwest corner of CSAH 48 and Industrial Park Road to achieve required 100-year storage volumes. The outlet invert of a potential discharge pipe, based on existing pipe elevations, is estimated to be equivalent to the existing ground's low point. As a result, the feasibility of relocating the outlet to the parcels south of Industrial Park Road was evaluated.

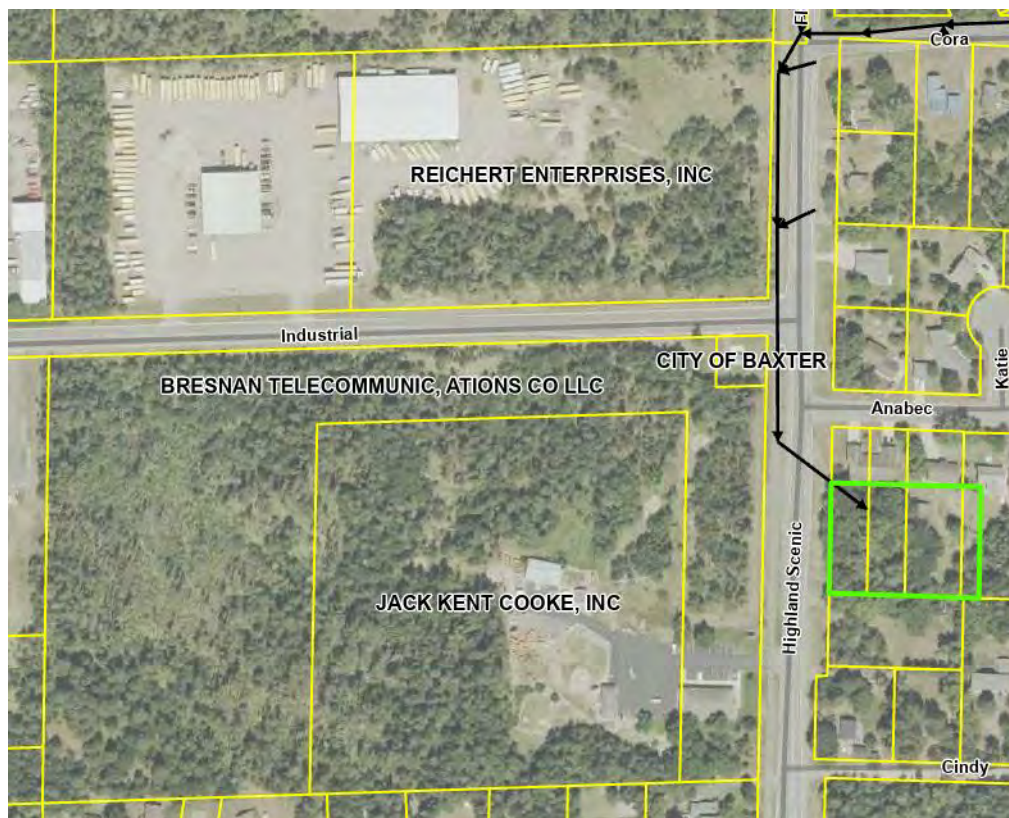


Figure 5. Parcel owners west of CSAH 48.

The primary challenge with the area south of Industrial Park Road is the elevation of the structures on the Jack Kent Cooke, Inc property (Figure 6). According to the Baxter Stormwater Engineering Manual, a minimum of 3 feet of freeboard should be maintained between the maximum water surface elevation and the lowest adjacent grade. Since these structures are already located in the low area, this results in significant excavation and a greater area of disturbance, which increases project cost and has a more substantial impact on the ecosystem. Grading was conducted with the objective of minimizing excavation and disturbance to the greatest extent possible. However, if this option is to be taken into design, grading should be further refined. Soil conditions were assumed to be HSG Type A, and were not modified using ITT's boring results at the nearby site. See Table 1 and Figure 6 below for a summary of Option 2. Should Option 2 be constructed, the County easement at the low point south of Anabec could potentially be removed and the area reverted back to the property owners.

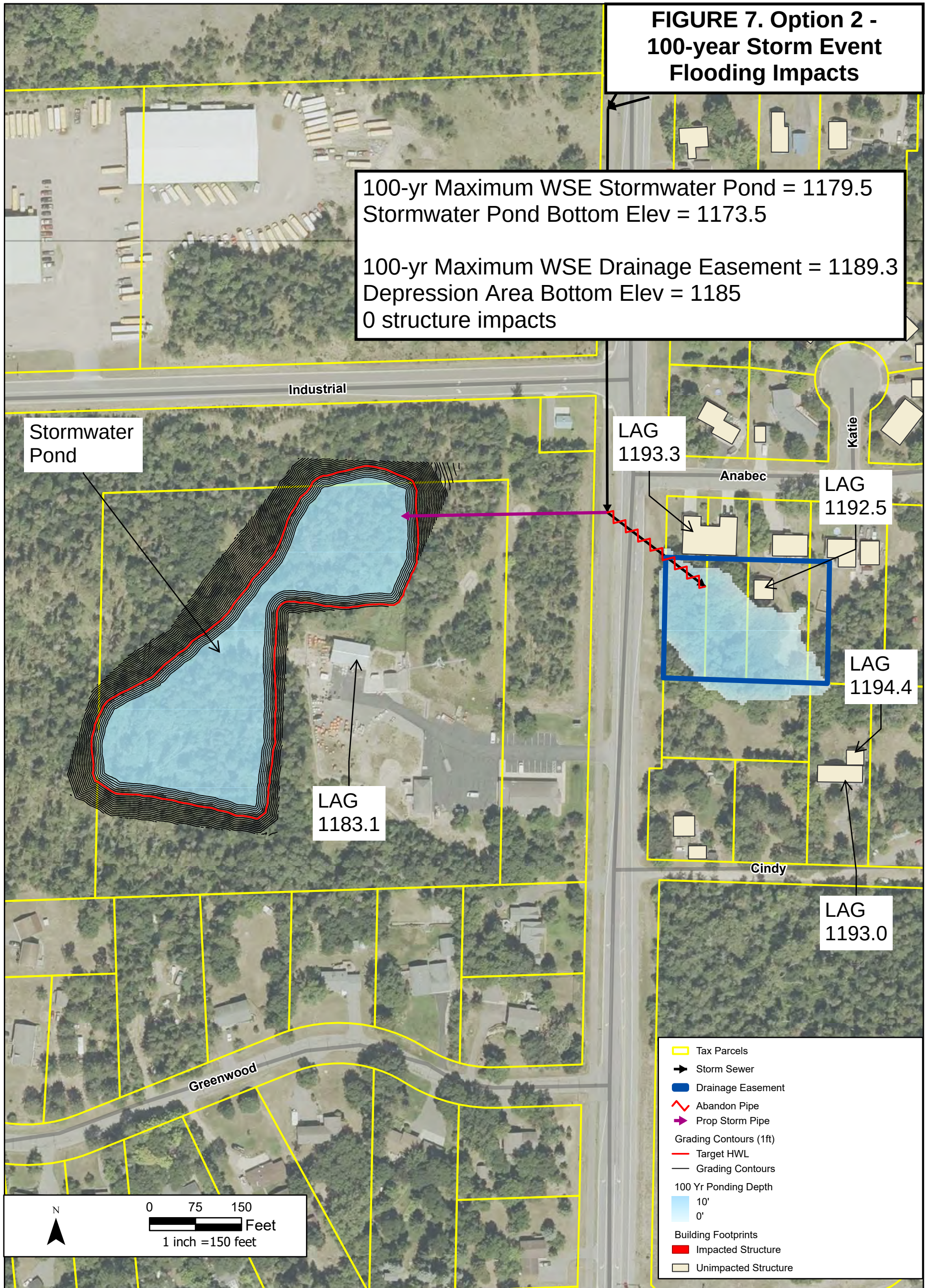


Figure 6. LIDAR surface in and around project area

**FIGURE 7. Option 2 -
100-year Storm Event
Flooding Impacts**

100-yr Maximum WSE Stormwater Pond = 1179.5
Stormwater Pond Bottom Elev = 1173.5

100-yr Maximum WSE Drainage Easement = 1189.3
Depression Area Bottom Elev = 1185
0 structure impacts



CONCLUSION

Table 1. Option Summary Table

	Do Nothing	Option 1A– Easement Only	Option 1B – Extended Easement	Option 2
Excavation	--	5,250 CY	14,300 CY	71,785 CY
Basin Bottom Elevation	1185	1183	1183	1173.5
100-yr High Water Elevation	1193.5	1192.0	1188.7	1179.5
Lowest Adjacent Grade	1192.5			1183.1
Freeboard to LAG	0 ft	0.5 ft	3.8 ft	3 ft
Impacted Structures	2 homes 1 garage	0 structures	0 structures	0 structures
Conforms to Design Criteria?	N/A	No	Yes	Yes
Opinion of Probable Construction Cost	--	\$220,620	\$451,920	\$2,105,150

A summary of the three Options assessed for this study is presented in Table 1 above. Option 1B and Option 2 follow the relevant design criteria and all structures are removed from ponding during the 100-year storm event. Option 1A provides flood reduction benefits at lower costs, but will require a variance from the design criteria of the City of Brainerd and potentially MPCA permit requirements for allowable depths in an infiltration basin. Cost estimates include the taxable value for parcel acquisition according to the Crow Wing County tax assessment website. A 20% contingency value was applied to all costs, and a 15% engineer's fee was added to each subtotal. See the Appendix for detailed cost estimate breakdowns.

Additional options for managing this water that were not investigated as part of this study include:

1. Providing an outlet from the depression to the undeveloped green space south of Cindy Ave
2. Adding storm sewer along Highland Scenic Drive to a new discharge point

PERMITTING

Should construction of a new or modified infiltration basin occur, various permits will be required. It is assumed that no permits are needed for the Do Nothing scenario.

Any land disturbance of one acre or more will be required to complete a Stormwater Pollution Prevention Plan (SWPPP) and Stormwater Construction Plan under the National Pollutant Discharge Elimination System (NPDES) Stormwater General Construction Permit and MPCA's CSP. As discussed above, following the MPCA's permit guidelines will require a more complete understanding of existing soil conditions to ensure that ponds are sized according to expected infiltration rates and a pretreatment device will need to be provided. For this study, it was assumed a SAFL Baffle would be placed in a manhole upstream of the discharge point.

This site is within 1 mile of the Mississippi River, which is impaired for multiple pollutants. However, no new discharge will be directed to the Mississippi. The site is not located within a DWSMA and is not expected to be near karst features, so infiltration is permitted.

No tree inventory was conducted for this study. Both Options 1 and 2 rely on large numbers of trees to be removed to accommodate excavation. Applicable tree and habitat removal guidelines must be followed. As both Options involve construction within existing depressions, a wetland delineation may be necessary.

Should Option 2 be pursued, the City of Baxter would require the proposed design to comply with their City code and stormwater design criteria. In addition, a Stormwater Facilities Maintenance Agreement and a possible soil contamination assessment would also be required.

Appendix A: OPCs

**OPINION OF PROBABLE CONSTRUCTION COST
SW BRAINERD STORMWATER ENGINEERING STUDY
OPTION 1A
BRAINERD, MN
PREPARED BY - HR GREEN, INC.
April 27, 2026**

ITEM	UNIT	TOTAL	UNIT	TOTAL
DESCRIPTION		QUANTITY	COST	COST
Mobilization	LS	1	\$5,044	\$5,050
Traffic Control	LS	1	\$4,000	\$4,000
Excavation - Common	CY	5,250	\$15	\$78,750
Clearing and Grubbing	AC	1	\$16,500	\$16,500
36" RC Pipe Sewer Design 3006	LF	40	\$200	\$8,000
36" RC Pipe FES	EA	1	\$2,300	\$2,300
Drainage Structure Design 84-4020	LF	11	\$1,900	\$20,900
Geotextile filter type 4	SY	51	\$5	\$260
SAFL Baffle	EA	1	\$15,000	\$15,000
Random RipRap Class III	CY	16	\$120	\$1,900
Site Erosion Control	LS	1	\$8,000	\$8,000
Mulch Material Type 3	TON	1.9	\$400	\$750
Seeding	LS	1	\$2,000	\$2,000
	EA			\$0
	EA			\$0
			Subtotal	\$163,410
			15% Engineer's Fee	\$24,520
			20% Contingency	\$32,690
			Grand Total	\$220,620

**OPINION OF PROBABLE CONSTRUCTION COST
SW BRAINERD STORMWATER ENGINEERING STUDY
OPTION 1B - EXTENDED
BRAINERD, MN
PREPARED BY - HR GREEN, INC.
April 27, 2026**

ITEM	UNIT	TOTAL	UNIT	TOTAL
DESCRIPTION		QUANTITY	COST	COST
Mobilization	LS	1	\$5,594	\$5,600
Easement	LS	1	\$17,400	\$17,400
Traffic Control	LS	1	\$4,000	\$4,000
Excavation - Common	CY	14,300	\$15	\$214,500
Clearing and Grubbing	AC	1.7	\$16,500	\$28,050
36" RC Pipe Sewer Design 3006	LF	40	\$200	\$8,000
36" RC Pipe FES	EA	1	\$2,300	\$2,300
Drainage Structure Design 84-4020	LF	11	\$1,900	\$20,900
Geotextile filter type 4	SY	51	\$5	\$260
SAFL Baffle	EA	1	\$15,000	\$15,000
Random RipRap Class III	CY	16	\$120	\$1,900
Site Erosion Control	LS	1	\$12,000	\$12,000
Mulch Material Type 3	TON	3.3	\$400	\$1,340
Seeding	LS	1	\$3,500	\$3,500
	EA			\$0
	EA			\$0
Subtotal				\$334,750
15% Engineer's Fee				\$50,220
20% Contingency				\$66,950
Grand Total				\$451,920

**OPINION OF PROBABLE CONSTRUCTION COST
SW BRAINERD STORMWATER ENGINEERING STUDY
OPTION 2
BRAINERD, MN
PREPARED BY - HR GREEN, INC.
April 27, 2026**

ITEM	UNIT	TOTAL	UNIT	TOTAL
DESCRIPTION		QUANTITY	COST	COST
Mobilization	LS	1	\$7,259	\$7,260
Easement	LS	1	\$238,960	\$238,960
Traffic Control	LS	1	\$8,000	\$8,000
Excavation - Common	CY	71,785	\$15	\$1,076,780
Clearing and Grubbing	AC	5.30	\$16,500	\$87,450
Aggregate Base (CV) Class 5	CY	9	\$60	\$560
Remove Bituminous Pavement	SY	57	\$7	\$410
Sawing Bituminous Pavement	LF	24	\$4	\$100
Type SP 9.5 Wearing Course Mix (SPWEA240C) Bitu	SY	57	\$50	\$2,870
Plug Fill and Abandon Pipe Sewer	LF	200	\$25	\$5,000
36" RC Pipe Sewer Design 3006	LF	300	\$200	\$60,000
36" RC Pipe FES	EA	1	\$2,300	\$2,300
Remove Drainage Structure	EA	1	\$1,000	\$1,000
Drainage Structure Design 84-4020	LF	11	\$1,900	\$20,900
SAFL Baffle	EA	1	\$15,000	\$15,000
Geotextile filter type 4	SY	51	\$5	\$260
Random RipRap Class III	CY	16	\$120	\$1,900
Site Erosion Control	LS	1	\$17,000	\$17,000
Mulch Material Type 3	TON	9.0	\$400	\$3,610
Seeding	LS	1	\$10,000	\$10,000
			Subtotal	\$1,559,360
			15% Engineer's Fee	\$233,910
			20% Contingency	\$311,880
			Grand Total	\$2,105,150



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: Final Reading- Ordinance 1601 - Charter Amendment Public Utilities

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE

At the 14 Apr joint special meeting, the charter commission recommended chapter 5 language changes to the city council. The city council then directed staff to draft an ordinance and set a public hearing for the ordinance on 4 May. The ordinance includes language with changes as recommended by the charter commission.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

RECOMMENDED ACTION/MOTION

1. Conduct Public Hearing
2. Motion to conduct the final reading of ordinance 1601 and dispense with the actual reading.
** Note: A motion to dispense with the actual reading must be unanimous.
3. Motion to adopt ordinance 1601.
4. Motion to adopt resolution providing for the summary publication of ordinance 1601.

FINANCIAL IMPACT

ORDINANCE

NO. ____

AN ORDINANCE AMENDING CHAPTER FIVE OF THE CITY CHARTER

The City Council of the City of Brainerd does ordain:

Section 1: Chapter Five of the City Charter is amended as follows, with added language underlined and deleted language ~~struck out~~.

CHAPTER FIVE

PUBLIC UTILITIES COMMISSION

1. The Public Utilities Commission shall control, operate and manage the following utilities of the City:
 - a. The water works system, including the filtration plant, water towers, ~~booster stations~~, and distribution system.
 - b. The wastewater system, including the wastewater treatment facility, ~~collection system~~, force mains and lift stations, but not including the gravity-fed wastewater collection system, which is operated by the Public Works Department.
 - c. The electric generation and distribution system.
 - d. The stormwater collection, conveyance, and treatment systems.
 - e. Except as provided above, all other public utilities that are hereafter owned by the City.
2. The Commission shall keep such utilities in good repair and provide for necessary replacements, extensions, improvements, changes, and additions thereto.
3. The Commission shall, prior to September 1 of each year, review the proposed 10-year capital improvement plan for streets, water, sewer, and stormwater systems, including anticipated capital expenditures, planned street projects, system improvements, and related infrastructure investments. The Commission shall submit its recommendations to the City Council for consideration at its first regularly scheduled meeting in September.
4. Such Commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such Commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the Commission.
5. The Secretary of the Commission or his/her designee shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.

6. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.
7. Subject to state law, the Commission shall have power to fix all rates to be paid by consumers of water, wastewater, stormwater and power, and to make and enforce such rules, regulations, and penalties governing such services and their distribution and use, as deemed necessary to ensure proper administration, support revenue collection, and protect the property and rights of the departments. All current rules, regulations, and penalties shall remain in full force and effect until repealed, altered, or amended by the Commission.
8. The Commission shall make, perform, and enforce contracts on behalf of the city that may be necessary or proper to carry out the purposes expressed herein.
9. ~~The Public Utilities~~ Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings.

No water, ~~or wastewater~~, or stormwater utility listed in Paragraph 1 may be extended beyond the existing service territories unless the City Council shall so order the same by a resolution passed by a majority vote of all its members. With respect to water, ~~and wastewater~~, and stormwater utilities, the "service territories" are defined as those areas of the City served by existing mains and laterals. Service lines from mains and laterals to customer structures may be extended under the sole authority of the Public Utilities Commission.

The service territory for the electrical utility is established by the Minnesota Public Utilities Commission. Any extension of the electrical utility outside the service territory by contract with another utility shall be approved by the City Council. Any extension of the electrical utility within the service territory, or any contract with another utility to provide power within the Commission's service territory, shall be approved by the Commission.

10. The Commission shall, at the first meeting of the City Council, in December of each year, present an operating budget for the following year as well as a ~~five-year~~ capital improvement plan outlining anticipated future capital expenditures. The budget shall set forth all expenditures that can be anticipated for the operation of the Commission, during said fiscal year, and when approved, in whole or such part as may be approved by the City Council, shall constitute the authority for the Commission to make such expenditures, subject to the provisions of this Charter. The Commission shall have the power to purchase and pay for all supplies necessary for the management of said business, when so approved by the City Council either as a part of said budget or by resolution of the City Council authorizing same, except that the Commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury to said plants, making such purchases and contracts necessary to repair the same.

11. The Commission's Finance Director shall keep a complete set of accounting records showing in detail all the business and financial affairs and transactions of the Commission and shall receive and safely keep all funds belonging to the Commission in a bank or depository designated by the City Council. All funds shall be deposited in the name of the Commission, and all investments shall be subject to state law and the City of Brainerd Investment Policy. The Commission shall make financial transfers to the City in amounts as specified in Brainerd Public Utilities Policy 2003-01, as amended and approved by the City Council.

12. The Commission will perform any additional duties and powers as directed by the council.

Section 2: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2026

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2026

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

NOTICE OF HEARING

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, May 4th in City Hall Council Chambers, 501 Laurel Street, Brainerd. Any individual needing special accommodation please call (218) 828-2307. The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1601:

O R D I N A N C E

1601

AN ORDINANCE AMENDING CHAPTER FIVE OF THE CITY CHARTER

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 - c. The electric generation and distribution system.
 - d. The stormwater collection, conveyance, and treatment systems.
 - e. Except as provided above, all other public utilities that are hereafter owned by the City.
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3. The Commission shall, prior to September 1 of each year, review the proposed 10-year capital improvement plan for streets, water, sewer, and stormwater systems, including anticipated capital expenditures, planned street projects, system improvements, and related infrastructure investments. The Commission shall submit its recommendations to the City Council for consideration at its first regularly scheduled meeting in September.
4. Such Commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such Commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the Commission.
5. The Secretary of the Commission or his/her designee shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.
6. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.
7. Subject to state law, the Commission shall have power to fix all rates to be paid by consumers of water, wastewater, stormwater and power, and to make and enforce such rules, regulations, and penalties governing such services and their distribution and use, as deemed necessary to ensure proper administration, support revenue collection, and protect the property and rights of the departments. All current rules, regulations, and penalties shall

remain in full force and effect until repealed, altered, or amended by the Commission.

8. The Commission shall make, perform, and enforce contracts on behalf of the city that may be necessary or proper to carry out the purposes expressed herein.

9. ~~The Public Utilities~~ Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings.

No water, ~~or wastewater~~, or stormwater utility listed in Paragraph 1 may be extended beyond the existing service territories unless the City Council shall so order the same by a resolution passed by a majority vote of all its members. With respect to water, ~~and wastewater~~, and stormwater utilities, the "service territories" are defined as those areas of the City served by existing mains and laterals. Service lines from mains and laterals to customer structures may be extended under the sole authority of the Public Utilities Commission.

The service territory for the electrical utility is established by the Minnesota Public Utilities Commission. Any extension of the electrical utility outside the service territory by contract with another utility shall be approved by the City Council. Any extension of the electrical utility within the service territory, or any contract with another utility to provide power within the Commission's service territory, shall be approved by the Commission.

10. The Commission shall, at the first meeting of the City Council, in December of each year, present an operating budget for the following year as well as a ~~five-year~~ capital improvement plan outlining anticipated future capital expenditures. The budget shall set forth all expenditures that can be anticipated for the operation of the Commission, during said fiscal year, and when approved, in whole or such part as may be approved by the City Council, shall constitute the authority for the Commission to make such expenditures, subject to the provisions of this Charter. The Commission shall have the power to purchase and pay for all supplies necessary for the management of said business, when so approved by the City Council either as a part of said budget or by resolution of the City Council authorizing same, except that the Commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury to said plants, making such purchases and contracts necessary to repair the same.

11. The Commission's Finance Director shall keep a complete set of accounting records showing in detail all the business and financial affairs and transactions of the Commission and shall receive and safely keep all funds belonging to the Commission in a bank or depository designated by the City Council. All funds shall be deposited in the name of the Commission, and all investments shall be subject to state law and the City of Brainerd Investment Policy. The Commission shall make financial transfers to the City in amounts as specified in Brainerd Public Utilities Policy 2003-01, as amended and approved by the City Council.

12. The Commission will perform any additional duties and powers as directed by the council.

Section 2: Upon passage, this ordinance becomes effective 90 days after its publication.

Dated this 16th day of April 2026



Nicholas Broyles
City Administrator

R E S O L U T I O N
NO. xx:26

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE

BE IT RESOLVED by the City Council of the City of Brainerd, Crow Wing County, Minnesota as follows:

WHEREAS, on May 4th, 2026, the City Council adopted Ordinance No. 1602 which amends Chapter 5 of the City of Brainerd Charter;

WHEREAS, Ordinance No. 1601 is lengthy and would be expensive to publish in its entirety.

NOW, THEREFORE, BE IT RESOLVED that the Council finds that the following text clearly informs the public of the intent and effect of Ordinance No. 1601 and approves the following summary for publication:

SUMMARY PUBLICATION OF ORDINANCE 1601

An ordinance amending the City Charter by putting all aspects of the water, sanitary sewer and stormwater systems under the Public Utilities Commission's jurisdiction and requiring an annual review of the Commission's 10-year capital improvement plan.

Notice: the full text of Ordinance 1601 is available for public inspection at City Hall located at 501 Laurel Street, Brainerd, Minnesota, during regular office hours.

Adopted this ___ day of _____ 2026

MIKE O'DAY
President of the Council

Approved this ___ day of _____ 2026

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: May 4, 2026

TITLE OF ITEM: First Reading - Ordinance 1602 - An Ordinance Amending Section 705 - Water System

AGENDA: Main

ACTION REQUESTED: Ordinance

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

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

SUMMARY OF ISSUE

Beginning in 2023, the Public Utilities Commission directed staff to undertake a full repeal and replacement of Section 705 – Water System within the Brainerd City Code. The current section is outdated and does not reflect modern operational practices, maintenance standards, or regulatory requirements for the municipal water system. For reference, both the existing Section 705 and the proposed draft replacement are attached to this agenda request. Also attached to this request is a summary of questions from Utility Commissioners along with associated staff's responses to each question.

The draft ordinance has undergone comprehensive internal review by operations and management staff, as well as legal review by the City Attorney, to ensure consistency with current practices, state requirements, and City policies.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

The proposed revisions to Section 705 modernize and clarify the City's water system regulations, including requirements for properties seeking water or sewer service, standards for service connections, responsibilities for maintenance, and updated operational policies. The ordinance requires properties outside city limits to annex or enter into a pre-annexation agreement before receiving service, with strict conditions governing legal descriptions, recording requirements, and commitments to future annexation. It also updates permitting requirements for plumbers and excavators, establishes when City crews or licensed contractors must perform service taps, and defines accessibility standards for when properties must connect to public water. Construction standards are aligned with the Minnesota Plumbing Code and MDH separation requirements, including rules for subdivisions, multi-unit dwellings, and curb stop installation. The draft further details responsibilities for maintaining water service lines, addressing leaks, thawing frozen lines, and managing abandoned services, including applicable fees and assessment procedures.

The ordinance updates meter requirements by mandating City-owned meters for all services except private fire protection, establishing installation and inspection standards, and outlining rules for remote

registers, outdoor irrigation meters, testing procedures, damage liability, and tampering consequences. It clarifies billing rules, delinquency timelines, reconnection requirements, and the City's authority to discontinue service, while eliminating seasonal water customers and maintaining minimum monthly charges. Fire service provisions are also updated, requiring City oversight of fire line construction, specifying when metering is required, controlling hydrant use through permitting and training, and prohibiting domestic use of fire lines. The ordinance strengthens cross-connection and backflow prevention requirements through mandatory inspections, certified testing, compliance deadlines, and enforcement procedures, including administrative warrants and service discontinuation for noncompliance. Finally, the ordinance reaffirms the City's rights to shut off water without notice during emergencies, prohibits waste, disclaims guarantees of pressure or continuous supply, limits City liability, permits borrowing of parts under replacement agreements, and clarifies that all rules in Section 705 form part of every customer's contract for City water service.

At the BPU Commission meeting on April 28, 2026, the BPU Commission recommended the draft Ordinance language to the City Council.

RECOMMENDED ACTION/MOTION

Motion to conduct the first reading of Ordinance 1602 and dispense with the actual reading.

**Note a motion to dispense with the actual reading must be unanimous

FINANCIAL IMPACT

N/A

Section 705 – Water System

705.01 Water Lines: Private Property. Subdivision 1. General Rule. It is the responsibility of each property owner to install and properly maintain the water service line located on his property. In the event that said line becomes broken or defective causing leaking, the property owner shall, at his expense, repair or replace the line.

Subd. 2. Repairs: Assessed. In the event that the property owner shall fail to make the necessary repairs within 24 hours after being notified by the Water and Light Department to do so, the Water and Light Department is authorized to turn off the water service to that property and proceed to make the necessary repairs to the line, the cost of which shall be chargeable to the property owner and in the event of non-payment, and the cost thereof shall be assessed against the benefiting property in the manner provided by law.

**ORDINANCE
NO. 1602**

AN ORDINANCE AMENDING SECTION 705 – WATER SYSTEM OF THE CITY CODE

WHEREAS, a public hearing was held by the City Council, on _____, 2026.

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

SECTION ONE Purpose: The purpose of this ordinance is to ensure a safe, reliable, and sustainable public water supply for its residents. These codes establish regulations for the operation and maintenance of the city's water system, including water quality, water distribution, and water conservation.

SECTION TWO: Notice is hereby given that Exhibit A of this Ordinance repeals and replaces in its entirety Section 705 – Water System of the City Code.

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

Adopted this _____ day of _____, 2026

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2026

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

CHAPTER VII**PUBLIC UTILITIES****Section 705 – Water System**

705.01 Conditions Precedent to Receiving City Water. Subdivision 1. Any person desiring city water and/or sewer service to property lying outside the city's corporate limits must:

1. If the property is contiguous to the city's corporate limits, annex the subject property into the city as a condition precedent to receiving such water and/or sewer service.
2. If the property is not contiguous to the city's corporate limits, as a condition precedent to receiving either water and/or sewer service, enter into a legally valid and binding pre-annexation agreement. Such agreement shall in all instances be in form and substance satisfactory to the city attorney and shall, as a minimum, contain the following provisions:
 - a. A complete and accurate legal description of the property which is the subject of the agreement.
 - b. The common or street address of the subject property.
 - c. A declaration that water or sewer service, or both, are to be provided.
 - d. A declaration that the property owner(s) of record, at their sole expense, will within sixty (60) days of becoming contiguous to the city petition the city for voluntary annexation into the city and rezoning.
 - e. A declaration that such agreement is binding upon the present property owners and all future property owners; that such agreement shall constitute a covenant in perpetuity running with the land; and, that the city's original of said agreement shall be filed by the city with the Crow Wing County recorder and that such filing fee shall be paid by the city and added to the first sewer or water bill as a one-time special charge.
3. The entirety of the subject property shall be annexed into the city, or made the subject of the preannexation agreement, as applicable. Property shall not be divided or subdivided with less than the whole being annexed or made the subject of a preannexation agreement in order to receive city water or sewer services. The sole exception shall be tracts in excess of twenty (20) acres in size which are actually utilized as a farm; as to such farm ground, the site of the dwelling house and

dwelling house outbuildings may be annexed into the city or made the subject of a pre-annexation agreement. The permitted division of such property shall be drawn in such a manner that the tract to be annexed or made the subject of a pre-annexation agreement clearly conforms to all applicable requirements of state law, and local ordinance.

Subd 2. Exceptions. In extraordinary situations so declared by the city council, the council may deviate from the foregoing subsection of this chapter by requiring that all of a given tract of real property be annexed into the city or be made the subject of a requisite pre-annexation agreement.

Subd 3. Special Conditions. The City Council may, in addition to any of the foregoing conditions, require additional terms or conditions as may appear to be in the best interest of the city including but not limited to public health and safety, system capacity, and infrastructure planning as conditions precedent to the annexation or pre-annexation agreement.

Subd 4. Intergovernmental Agreements. Nothing in this chapter shall be interpreted as a restraint upon the power of the city to enter into intergovernmental agreements relating to the sale of or receipt of sewer or water services by the city.

Subd 5. Deviations. No city officer or official shall have any authority to deviate from the requirements of this chapter, or to bind the city to any such deviation. Service outside municipal limits shall comply with Minn. Stat. Ch. 414 and applicable intergovernmental agreements. Water service extensions shall not obligate the city to provide water or sewer services absent annexation compliance.

705.02 Water Service Connections: Permit Required. Subdivision 1. Plumbers and plumbing contractors are required to be licensed by the City of Brainerd and the State of Minnesota pursuant to Minnesota Plumbing Code and shall secure a permit from the city before making any connections to a watermain, and no plumber or other person shall make any attachment or connection to the watermain to serve other premises.

Subd. 2. Excavators are required to be licensed in the city and shall secure a permit before digging is done on public right-of-way or municipal easement. Fees for licenses and excavating are set by Section 1000 General Provisions Appendix A: Fee Schedule. Excavators shall abide by all construction and excavation requirements of the City Code.

Subd. 3. All public and municipal utilities shall be contacted before any excavation work is done by using Gopher State One Call (GSOC). All utility locations are the responsibility of the contractor.

Subd. 4. Safety precautions are the responsibility of the contractor and shall be always maintained.

705.03 Water Service Connections: Who to Make and Cost Of. Subdivision 1. Any property located in the city which requires a source of potable water shall be connected to the public water distribution system at the expense of the property owner whenever the public system is located in a public right-of-way or easement accessible to said property. The public water distribution system is considered accessible when the property abuts upon any public street or alley along which water mains have been constructed. For purposes of this chapter, "abut" shall mean that the property is either contiguous to the city street serviced by city water or benefits from an easement that enables service from said city street whereby they could connect to city utilities without further consent from any other landowner. As to non-abutting property which, in the case of residential use is within four hundred feet (400') and in the case of business or commercial use is within six hundred feet (600') of any public street or alley along with water mains have been constructed, the property owner shall, as to any new construction requiring water service, connect with the city water main in accordance with the provisions of this chapter, before any use or occupancy may be made on such premises. In the event a property owner of such property does not connect as so required, the city may, after providing written notice of property owner, begin assessment of a monthly water availability charge to the property owner at an amount as set by City Council. Any exception shall only be permitted through a written agreement by the administrative authority. A water well no longer needed to provide potable water because a property is connected to a public water supply must either be restricted to irrigation use or sealed and abandoned in accordance with the Minnesota Water Well Construction Code (Minnesota Rules, Chapter 4725).

Subd. 2. Wet tap service connections to the mainline watermain two (2) inches and smaller in diameter will be completed by the city. Wet tap service connections larger than two (2) inches in diameter shall be performed by a licensed contractor or other authorized personnel.

Subd. 3. Water connection permit fees are set by Section 1000 General Provisions Appendix A: Fee Schedule.

Subd. 4. A water connection fee will be charged any time a water service line installed or replaced and wet tapped to the main.

Subd. 5. All service taps two (2) inches or less in diameter shall be completed under pressure. Service taps larger than two (2) inches in diameter have the option of being completed under pressure.

Subd. 6. When a service lateral was installed with a watermain project (out to the curb stop), the property owner will connect at the curb stop. If any additional service is needed, the aforementioned described service connection fee will apply.

Subd. 7. All service lines, connections, piping, and appurtenances shall be installed and performed strictly in accordance with the Minnesota Plumbing Code and this Code and be approved by the city. Failure to install or maintain the same in accordance therewith, or failure to have, or permit, required inspections shall be grounds for termination of water service to any customer.

705.04 Services: Construction. All services shall be constructed by a state licensed contractor in conformance with the Minnesota Plumbing Code and AWWA standards at the property owner's expense.

705.05 Services: Restriction on Laying Pipe. Subdivision 1. All service pipes shall be installed in accordance with the Minnesota Plumbing Code and the Minnesota Department of Health (MDH) watermain separation guidance. No consumer shall be permitted to extend water pipes across lots or buildings to adjoining premises. All service pipes shall be laid within public right-of-ways or public ground to the premises to be served and enter from the nearest mainline watermain.

Subd. 2. Water extensions to a sub-division within the corporate limits of City of Brainerd are to be petitioned by the developer. The City Administrator shall have a feasibility study conducted after which the City Council will approve, or disapprove, any utility improvements to the area. The cost of the feasibility study will be paid by the petitioner.

705.06 Services: Separate Service to Each Building. No new service shall be constructed, and no existing service shall be changed in such a manner that more than one building shall be on the service.

705.07 Separate Curb Stop Required for Each Building. Owners of premises having water services that do not have separate curb stops and boxes for each individual service or which otherwise do not conform to the requirements in this Chapter shall be required to put in such curb stops or make such other changes as are necessary to conform to these requirements, when so instructed by the city. Additional curb stops, when required, shall be installed, maintained, repaired, or replaced at the expense of the property owner of the premises for which it provides service. Each dwelling unit within a multi-tenant building, including but not limited to duplexes and triplexes, shall be served by an individual curb stop and service connection. The owner of such curb stops shall also, at all times, provide and allow the city access to the curb stops for the purpose of shutting off or turning on the water supply to the premise or service.

705.08 For Water Used During Construction. If a contractor requests water for construction purposes, a temporary metered connection shall be installed by the contractor and the meter supplied by the city. Under no circumstances shall a contractor use water without a meter. In cases where temporary water service is required to provide water to existing structures during construction of a new watermain, the city shall not charge for water utilized to serve those properties during the period of temporary water service.

705.09 Curb Stop: When to be Shut-Off. Plumbers shall leave all new water services shut-off at the curb stop after completion of testing, except that water may be left on only when the property owner or their agent has made application for the same and has a receipt from the city showing fees paid and permit verification.

705.10 Maintenance of Service Lines. The city shall maintain water service lines one (1) inch in diameter or smaller from the watermain to, and including the curb stop, at no cost to the property owner. For water service lines greater than one (1) inch in diameter, the property owner shall be responsible for maintenance of the entire water service and all appurtenances, including the connection to the watermain. In all cases, the property owner shall be responsible for maintenance of the water service located on the property owner's side of the curb stop.

705.11 Repair of Services to Conform to Chapter. Repairs made to existing services shall cause each service to conform in every respect with this chapter. If the plumbing is not within the City Code requirements, it is required to be brought up to City Code standards by the property owner. The property owner may choose to pay for said replacement, or they may elect to have the city pay for said repairs and have it assessed to the property. All repairs must comply with Minnesota Plumbing Code regardless of the age of the system.

705.12 Two or More Services on One Shut-Off: Turning on of Water. When there are two or more services on one curb stop, the water will not be turned on unless each service is properly metered and the water billings for all services are paid in full. The city may require that additional curb stops be installed as outlined in Section 705.13 of this Code.

705.13 Services: Location of Leaks. When a leak occurs, the city will determine which side of the curb stop the leak is located. It is then the responsibility of city or the property owner to repair the leak pursuant to the city's Residential Leaking Water Service Line Policy.

705.14 Service Line – Freeze-Ups. Subdivision 1. When a water service line freezes, property owners are responsible for thawing of the water service line pursuant to city's Frozen Water Service Line Policy. It is the sole responsibility of the property owner to thaw the service lateral from the house or building to the watermain for a water service larger than one (1) inch in diameter and from the house or building to the curb stop for a water service one (1) inch or smaller in diameter. Any cost resulting from the thawing of these frozen water lines will be paid by the property owner.

Subd. 2. If a water service lateral freezes, it is the sole responsibility of the property owner to let the water "drip or slow-run" to prevent freezing of the service line. The city does not allow credit on water used during the period in which the water "drips or slow-runs". If a bypass line is deemed necessary, the city will allow property owners to install a bypass to prevent freezing, however the installation will be at the property owner's expense and

must be installed by a licensed plumber. Bypass line should be located before the water meter and must discharge to the drainage system through an air gap.

705.15 Abandoned Water Service Lines. Subdivision 1. When a water service line is abandoned in an improved street and determined to be no longer necessary, and pursuant to city's Abandonment and Removal of Water Service policy, the city shall keep a record of such abandonment and shall bill the property owner an abandonment fee. The abandonment fee shall be a fixed charge established by resolution of the City Council. All abandonment fees are to be billed to the property owner and if not paid by September 30th of the year in which the service is determined to be abandoned, the charges shall be assessed to the property owner in accordance with City policy for assessing current service charges. Abandonment fees billed to the property owner and paid after September 30th will be assessed to the property owner during the next assessment year period. Previously abandoned services shall be excavated and shut off at the main during the next street construction, reconstruction or overlayment project with the cost to be paid by the city.

Subd. 2. When a leak occurs in an abandoned water service line prior to construction, reconstruction or overlayment, the city shall repair the leak or remove the abandoned service.

Subd. 3. When a structure is demolished the water service line shall be shut off at the main line.

Exceptions for the removal of the service line may be made by the city for the following reasons:

1. The service line has been replaced in the last thirty (30) years, and the materials and installation of the service line are consistent with current standards and specifications of all city and state codes.
2. A street reconstruction project has occurred within the last five years, and the removal of the service line would damage the street.
3. Any other reason approved by the city.

705.16 Right to Shut-Off Water: Notice, When Required, Claims Against City. Subject to restrictions imposed by state law, the city reserves the right, at any time when necessary, without notice, to shut the water off at the main for the purpose of making repairs or extensions or for any other purpose. No claim shall be made against the city for any damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. The city shall give notice of shutting off water if conditions are such that it is possible to do so.

CONTROL AND REGULATIONS OF WATER METERS

705.17 Water Meters: Required – By Whom Furnished. Subdivision 1. Except as otherwise provided in this chapter, any person, firm or corporation taking water from the water mains of the City of Brainerd is required to use a meter and such meter is required to be installed pursuant to the provisions of this Code and the Minnesota Plumbing Code.

Subd 2. Meters will measure water at gallon rates, and the consumer will pay for the water used. All meters are furnished by the city pursuant to the city's Disconnection of Utility Service policy. The city retains ownership of all meters, regardless of who purchased the meter and has the right to remove the meter pursuant to the Disconnection of Utility Service policy.

705.18 Water Meters: To be Attached to All Services, Exceptions. Meters shall be attached to all services except private fire protection services as herein provided.

705.19 Water Meters: Installation of. The property owner must have a licensed plumber install the meter and necessary fittings at their expense. The city will inspect the installation and approve it before the water is turned on. Meters shall be placed on the service pipe not to exceed two (2) feet from the wall where such pipe enters the premises and be in a horizontal position. There shall be a valve between the meter and the wall; and a suitable place shall be provided for the meter so as to keep it dry and clean, protected from frost, and it shall be readily accessible at all times to the meter reader and inspectors of the city.

705.20 Water Meters: Outdoor Metering. When a property owner requests metering for outdoor watering only, with no corresponding wastewater charges, the following procedure will be followed:

1. A separate water meter with remote meter reading capability and piping is to be installed in such a manner that the outdoor water system cannot be interconnected to a domestic system.
2. The outdoor metering and piping shall be inspected and approved by city personnel before use of the system is authorized.
3. Any use of the outdoor watering system which results in water entering the wastewater system of the city will be charged to the customer, based upon wastewater rates in effect at the time of use.
4. All charges for water used in the system and service charges in effect will be billed at rates which are in effect at the time of use.

705.21 Remote Meter Register. Remote meter registers are required on all new construction and or remodeling projects. Remote meter register wire shall be furnished by the city and constructed in conduit by the property owner's electrician or plumber. If a

remote register is requested by the property owner for an existing meter, the city will furnish and install the remote meter register and wire at no charge to the property owner. All remote registers are to be located next to the electric meter, unless the electric meter is not located on the external wall surface of a residence.

705.22 Water Meters: Valves on One and One-Half Inch and Larger Meters. Meters larger than one (1) inch in size shall be bypassed and shall have a suitable valve on either side of the water meter and a valve on the bypass, which will be sealed by the city. A property owner may opt to install two (2) meters, instead of one (1) meter and a bypass.

705.23 Water Meters: To Be Protected. Meters that are liable to become damaged by heating or cooling systems shall be protected by the installation of an approved back flow preventer located in the potable water line before the point where any chemicals may be introduced.

705.24 Water Meters: Damage to, Who Liable. The property owner or occupant of premises where a meter is installed shall be held responsible for its care and protection from freezing or hot water, and from other injury or interference or in case of its stoppage or imperfect working, they shall give immediate notice to the city. All meters that are broken or damaged by negligence of property owners or occupants of premises, or by freezing, hot water or other damage, except ordinary wear and tear, shall be repaired by the city and the cost of repairs shall be paid by the property owner or occupant.

705.25 Water Meter: Property Owner of Premises to Give Notice When Meter Not Needed. Whenever a water meter is installed on a water service in a premises that is to be remodeled, removed or destroyed, or where the service is discontinued so that the water meter is no longer needed, the property owner of such premises shall give notice to the city to remove such meter, and free access to such meter must be provided so that the meter may be removed. The property owner of the premises shall be held responsible for the meter and, if the meter is lost, they shall be required to pay for the same at the actual value.

705.26 Water Meter: Interference with Registration and the Breaking of Seal is Prohibited. No one shall in any way interfere with the proper registration of a water meter; and no one, except an authorized employee of the city shall break a seal of a meter; provided, however, that the city may grant specific permission to licensed plumbers to break such seal for draining pipes or stopping water leaks.

705.27 Water Meters: Tampering With, Water Bill to be Estimated. If any meter is found to have been tampered with, the water bill shall be estimated for that billing period and the meter repaired and tested. Upon repetition of the offense, it will be the option of the city to discontinue the water service pursuant to the city's Disconnection of Utility Service policy or collect the amount estimated due.

705.28 Water Meters: Testing and Expense for. In case there is doubt as to the accuracy of a water meter on the part of the consumer, they may have the meter, up to one (1) inch, tested by 3rd party testing consultant contracted by the city; at which time they may be present, or have a representative present if they so desire; and if the meter is found to register within two (2) percent of being correct, a charge will be made for making the test. If the meter is found to measure two (2) percent incorrectly, no charge shall be made for making the test. If the meter should be found to over-register more than two (2) percent, there shall be a proportional deduction made from the previous water bill. A water meter shall be considered to register satisfactorily when it registers within two (2) percent of accuracy.

705.29 Water Meters: Right of Access. In consideration for connecting to the City water system, the property owner authorizes the City to access all exterior service line valves, including the curb box valve. The city employees or agents shall have the right to enter the property owners' premises at all reasonable times for the purpose of operating service valves or for the reading, inspection, repairing or removal of the water meter.

WATER SERVICE RATES, BILLS AND ACCOUNTS

705.30 Water Rates and Rules, How Established, Changed. It is hereby expressly provided that the city reserves the right to change the rate for the use of water from time to time, by resolution; and at all times make such water restrictions, rules and regulations as, in the judgement of the city, may be necessary.

705.31 Water Rates: How Applies in Building Service Rentals. When two or more apartments are connected with one meter it will be the responsibility of the landlord to pay the water charges.

705.32 Water Service Bills, When Due and Delinquent: Turning Off of Water, When Turned On. All bills are due and payable on or before the 15th day after bills are sent out. Subject to state law, five days after a bill has become delinquent the water may be shut off from the premises; and, when so shut off, shall not be turned on again until all water bills and all other charges due for services to the consumer, together with a reconnect charge for turning water on, has been paid. Water will be turned on during regular working hours for the reconnect charge.

705.33 Water Service, Discontinuing of Service, Seasonal Customers, Freeze-Ups. Subdivision 1. Any consumer desiring to discontinue the use of water must notify the city.

Subd. 2. There are no seasonal customers for water and sanitary sewer services. Monthly charges are based upon the consumption of water. If there is no consumption for that month, a fee is charged according to the current rate schedule, or the customer may have the water shut off or turned on at the curb box at the current fee and pursuant to the city's Disconnection of Utility Service Policy.

Subd. 3. Any water breaks due to freezing lines are the responsibility of the property owner. The customer will be charged for all water consumption as well as any sewer rates pursuant to the city's Frozen Water Service Line policy.

705.34 Permission Necessary to Turn On, When. Once water was shut off for any of the reasons provided above, no one shall turn the water on without permission from the city.

705.35 Fire Services: Construction of. The construction of fire services shall be under the personal supervision of an authorized employee of the city, and the cost of this supervision shall be charged to the property owner.

705.36 Fire Services: When Meters Not Required. Private fire protection services may be constructed without meters provided that all outlet valves are sealed, and that the system is approved by the city and conforms with all building codes. All fire service lines shall be installed with a check valve or backflow prevention device.

705.37 Fire Services: When to be Opened. Fire protection systems shall be opened in case of fire or for inspection, and shall not supply water for domestic use, other than fire purposes.

705.38 Fire Services: Seals Broken On, Duty to Notify. When seals on a fire protection system are broken, it shall be the duty of the property owner or occupant to notify the city within 24 hours thereafter.

705.39 Fire Services: Limited Size Of. The city shall reserve the right to limit the size of fire protection services where the street mains are not adequately sized to protect public interest.

705.40 Fire Service: Use of For Other Purposes, Penalty. In any case when the property owner or occupant of any premises are found to be using water from a fire service for purposes other than fire protection, the city reserves the right, at any time, to require the property owner of the premises to furnish and install, at the property owner's expense and under the direction of the city, an approved water meter and to keep the same in accurate operating condition.

705.41 Fire Hydrants: Permit Required to Use. Hydrants are available throughout the city, but the use of a fire hydrant, unless authorized by the city, is strictly forbidden. Temporary service from fire hydrants is available for contractors. A hydrant rental fee, along with a metered charge, is required for contractor usage, tank fillings or other approved usages of fire hydrants. If a meter is required, it will be furnished and installed by the city unless the contractor has gone through city provided training on the installation and use of fire hydrants and use or installation of city provided metering equipment. The charges for water used will be billed at

the current water rates.

705.42 Fire Hydrants: How to Be Opened. Hydrants shall only be opened by the city unless the contractor has been trained as to such use by the city and permission is granted to the contractor.

705.43 Fire Hydrants: Use of In Flushing Streets and Sewers. Hydrants used for construction purposes and/or flushing sewers and streets shall have a reducing coupling attached to the nozzle of the hydrant with an independent throttling valve for regulating the supply.

705.44 Water Supply from Two Sources. Piping System to be Separate. On premises where water is supplied from two sources, the city water being one of the systems, the piping system for city water must be entirely separated from that of the other source. If such cross-connections are found to exist, the property owner or their plumber must give notice to the city and make an immediate correction of the problem. Failure to correct the problem will result in the discontinuation of the city's water supply by the city.

705.45 Cross Connections and Backflow Prevention. Subdivision 1. Purpose. The purpose of this subsection is to protect the health of water customers and the city's potable water supply.

Subd. 2. Definition. For the purposes of this subsection, "cross connection" shall consist of a connection or arrangement, physical or otherwise, between the city's water supply system and any plumbing fixture, tank, receptor, equipment, or other device, through which it may be possible for non-potable, used, unclean, polluted, or contaminated water, or any other substances to enter into any part of the city's water supply system under any condition.

Subd. 3. General rule. Cross connections between the city's water supply system and other systems or equipment are prohibited, except when and where, as approved by the city, suitable backflow prevention devices are installed, tested, and maintained in accordance with this subsection to ensure proper operation on a continuing basis. Backflow prevention devices shall be owned, tested, and maintained in working condition by the property owner or occupant of the premises being served.

Subd. 4. Installation, maintenance, testing. The installation, maintenance, and testing of backflow prevention devices shall be conducted in accordance with the Minnesota State Plumbing Code. Testing must be performed by a state certified backflow tester. All internal maintenance to any backflow prevention devices shall be performed by a state certified backflow prevention tester. The test results shall be furnished to the city. The city's fee for

administering a backflow preventer testing program is set by Section 1000 General Provisions Appendix A: Fee Schedule.

Subd. 5. Permit required. Prior to the installation of or repair to any private water line, system, apparatus, or equipment that is connected to or has a cross connection with the city's water supply system, the property owner or occupant must obtain a permit pursuant to City Code.

Subd. 6. Inspection and improvements.

1. All properties connected to the city's water supply system shall be subject to annual inspection by a city-designated inspector for the purpose of determining whether cross connection(s) exist, and if so, compliance with this subsection. The property owner or occupant shall allow the city-designated inspector onto the property and into any structure necessary to complete the inspection. The inspection shall occur within 30 days of written notice from the city that a compliance inspection is required. The compliance inspection shall occur at a time and in a manner as reasonably determined by the city-designated inspector. If the property owner or occupant fails to permit or have completed a compliance inspection as provided herein, the city may apply for an appropriate administrative search warrant authorizing the city-designated inspector to enter onto the property to conduct said inspection.
2. In the event that a backflow prevention device is required on the property and said device is not present or is not otherwise in compliance with this subsection, the installation or maintenance of a proper backflow prevention device shall be completed within 30 days of the city's written notice of noncompliance to the property owner or occupant. Following the written notice of noncompliance, a second compliance inspection shall be completed upon indication by the property owner or occupant of compliance with this subsection for the purpose of determining whether the necessary corrections have been made. In no event shall the second inspection be more than 60 days following the city's written notice of noncompliance related thereto.

Subd. 7. Noncompliance. In addition to any other penalty authorized by federal, state, or local law, the failure to comply with any of the provisions of this subsection shall be cause to discontinue water service.

705.46 The City Does Not Guarantee Accuracy of Information Given. Information obtained from the records, maps, employees, etc., of the city relative to the location of water mains and service pipes will be furnished to licensed plumbers and interested parties, but the city does not guarantee the accuracy of the same.

705.47 Unnecessary Waste, Right to Cut Off Supply. Consumers shall prevent unnecessary waste of water and keep all water outlets closed when not in actual use. If unnecessary waste of water takes place the city reserves the right to cut off the supply. The city reserves the right to prohibit the use of water for yard sprinklers, elevators, air conditioners, coolers and large consumers of water when in the judgment of the city, it shall be necessary to do so.

705.48 The City Does Not Guarantee Pressure or Supply. The city does not guarantee the consumer any fixed pressure or a continuous supply. In emergencies, water may be shut off without notice.

705.49 Non-Liability of The City for Water Service Breakage Failure in Supply. The city shall not be held responsible for any reason, such as, but not limited to the breaking of any service pipe or apparatus, water coil, shut off or failure in the supply of water.

705.50 Borrowing of Plumbing Supplies. When a contractor is in need of a certain part or fitting, the city may provide that part or fitting to the contractor with the agreement that the contractor will provide the City with a new replacement part or be charged the current replacement price.

APPLICATION RULES, PENALTY

705.51 Foregoing Rules and Regulations Considered Part of Every Contract. The foregoing rules and regulations shall be considered a part of the contract with every person who takes water supplied by the city and every such person who takes water shall be considered as having expressed agreement to be bound thereby.



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Below is a summary of the questions that Commission members imposed as it relates to City Code Section 705 – Water System and their subsequent answers from staff.

Question: There is nothing about double rates in the ordinance?

Staff Response: The 200% rate is not included in the ordinance because it is a policy item established in the BPU fee schedule. Since this is a water use rate, staff recommends keeping it out of City Code to maintain flexibility. This allows future Commissions or Council to modify or remove the requirement without needing to amend the ordinance.

Question: 705.01 Subd. 1 Section C – Does this imply a property owner can just get water and not sewer?

Staff Response: In certain situations, a property owner may have access to water service without sewer service, or vice versa. This is tied to the “availability” provisions in the ordinance, which define service as available only when infrastructure is within a specified distance. Similar provisions exist in the sewer code, including allowances for sewer connections without water service.

Question: 705.01 Subd. 4 – Does this apply to the airport?

Staff Response: Yes, staff confirms that this provision would apply to the airport.

Question: 705.03 Subd. 2 – What is a “wet tap” connection?

Staff Response: A “wet tap” (also known as a “hot tap”) is a method of connecting to a water main without shutting down the system. This avoids service interruptions and allows connections to be made while the main remains in service. The Utility performs wet taps for services 2 inches and smaller, while some contractors have the capability to complete larger taps.

Question: 705.03 Subd. 5 – Why is installation under pressure optional for services larger than 2 inches?

Staff Response: The Utility has the equipment and capability to perform wet taps on services 2 inches and smaller. For larger services, some contractors have specialized equipment to complete wet taps. In those cases, staff would coordinate with contractors to ensure all work is properly completed and tested, which is why installation under pressure is optional for larger connections.

Question: 705.03 Subd. 6 – Does this mean from the main to the curb stop?

Staff Response: Yes, this refers to the portion of the service line from the water main to the curb stop. Historically, the City has replaced this segment as part of watermain replacement projects.

Question: 705.04 – Does this restrict the City Council from changing the cost to property owners?

Staff Response: No, this section is intended to ensure that only state-licensed plumbers perform connections to the curb stop or water main. If the City Council wished to change how costs are allocated or participate in funding individual service connections, the ordinance would need to be amended accordingly.



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Question: 705.09 – Contractor is told to shut off water at the curb stop unless the owner has made provisions. What happens if this does not occur? What are the consequences?

Staff Response: In limited emergency repair situations, contractors may coordinate directly with Utility staff to complete repairs quickly and then submit permits and fees afterward. While these instances are rare, this provision is intended to ensure that contractors and plumbers obtain the required permits, pay applicable fees, and complete inspections prior to restoring water service. If these requirements are not met, the consequence is that water service will not be turned back on until all permit applications are completed and approved, all fees are paid, and required inspections are successfully completed.

Question: 705.10 – The section references “customer.” Does this mean the renter or the property owner?

Staff Response: Throughout the document, staff has addressed the “customer” and “property owner” discrepancy. Anytime the ordinance discusses charges for services, it is referred to as the “customer”. In cases where a tenant (customer) differs from the property owner, the property owner remains the responsible party.

Question: 705.11 – This section specifically references “property owner.” Why not “customer”?

Staff Response: Throughout the document, staff has addressed the “customer” and “property owner” discrepancy. Anytime the ordinance discusses charges for services, it is referred to as the “customer”. In cases where a tenant (customer) differs from the property owner, the property owner remains the responsible party.

Question: 705.14 – This section uses both “customer” and “property owner.” Would it be better to use one term consistently?

Staff Response: Throughout the document, staff has addressed the “customer” and “property owner” discrepancy. Anytime the ordinance discusses charges for services, it is referred to as the “customer”. In cases where a tenant (customer) differs from the property owner, the property owner remains the responsible party.

Question: How does this apply in situations where a renter is paying the water bill? Could this create confusion about responsibility?

Staff Response: Throughout the document, staff has addressed the “customer” and “property owner” discrepancy. Anytime the ordinance discusses charges for services, it is referred to as the “customer”. In cases where a tenant (customer) differs from the property owner, the property owner remains the responsible party.

Question: Exceptions for removal of service lines – “3. Any other reason determined by the City.” Is this intended as a catch-all provision?

Staff Response: Yes, this is intended to serve as a catch-all provision to address unique or unforeseen circumstances that may not be explicitly outlined elsewhere in the ordinance.



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Question: 705.33 Subd. 3 – Customers are charged for all consumption. Does the policy address how a customer can appeal charges?

Staff Response: Under seasonal customer provisions, customers are responsible for notifying the Utility and paying applicable fees to have water service shut off and turned back on. Customers may request that staff bring forward an appeal of charges to the Commission, which does occur from time to time. While the ordinance does not explicitly outline an appeal process, there is nothing that prevents a customer from appealing to the Commission. In such cases, staff would conduct an investigation and provide a recommendation to the Commission based on the findings.

Question: The ordinance references the term “his” in the first paragraph and “water and light department” in the second paragraph. Should these be updated?

Staff Response: Staff agrees that gender-specific language such as “his” should be removed and replaced with “property owner” for clarity and consistency. Staff has reviewed the ordinance and removed any such references. Additionally, staff was unable to locate any reference to “water and light department” in the current draft. If identified, it would be updated to reference the City to ensure consistency with current terminology.

Question: Consider adding “to the extent permitted by law to section 705.49. Does 705.48 warrant this addition?

Staff Response: Staff agrees with this recommendation and has added the language “to the extent permitted by law” to Sections 705.49. 705.48 only pertains to emergency situations in which would necessitate shutting off water.

Question: Section 705.01 Subd. 5 – This may conflict with Subd. 2 and 3 above granting Council authority.

Staff Response: This section has been reviewed by legal counsel, and staff was advised that it should remain as currently written.

Question: 705.01 Subd. 3 – What would be an example of “best interest of the City”? Should factors such as public health, system capacity, and infrastructure planning be included?

Staff Response: Staff agrees that additional clarity is beneficial and has added language to include factors such as, but not limited to, public health, system capacity, and infrastructure planning.