



## **CITY COUNCIL AGENDA**

City of Brainerd, Minnesota  
City Hall, 501 Laurel Street, Council Chambers  
Monday, May 18, 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: 671 510 563

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

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

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

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

1. **Call To Order**

2. **Roll Call**

\_\_\_ J. Czezok \_\_\_ 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. **Special Event - First Lutheran Luncheon**

E. **Special Event - Walk for Hope**

F. **Updated Job Descriptions - Public Works Department**

G. **Reclassify - Spring Intern Caleb Wahlstrom to Community Service Officer**

- H. **Hiring - Summer Temporary Employees**
- I. **Policy Update - Data Practices Exhibit A**
- 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. Memorandum of Agreement (MOA) - Mitch Lachelt 2026 Step Movement
  - B. **Safety & Public Works Committee**
    - 1. Construction Testing Proposals - Imp 25-05 - Southeast Brainerd Reconstruction Project
    - 2. Resolution - Requesting Advance Municipal State Aid Funds
    - 3. Ordinance Discussion - Special Events
    - 4. Direction on Active Code Enforcement
- 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 1602 - An Ordinance Amending Section 705 - Water System**
  - C. **Resolution - Awarding the Sale of General Obligation Bonds, Series 2026A; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment**
- 10. **New Business**
  - A. **Public Hearing and Resolution - Improvement 25-06 - Order Improvement, Accept Bids, and Award Contract**

B. Resolution - Improvement 25-05 - SE Brainerd Reconstruction Project - Accepting Bids

C. Resolution - Orderly Annexation - Long Lake Township

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

15. **Council Communications**

A. April 14th Minutes

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

MISSION

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

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

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO APPROVE THE AGENDA MOVING THE FINAL READING OF ORDINANCE 1601 AFTER THE CONSENT CALENDAR, MOVING THE SOUTHWEST BRAINERD STORMWATER STUDY TO THE FIRST ITEM ON SAFETY AND PUBLIC WORKS, AND REMOVING THE APRIL 14<sup>TH</sup> COUNCIL MINUTES FROM THE CONSENT CALENDAR.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK TO APPROVE THE CONSENT CALENDAR WITH THE EXCEPTION OF THE APRIL 14<sup>TH</sup> MINUTES.

**Approval of Bills**

Approved as on file in the Administrator's Office.

**Approval of Minutes**

Approved the April 6, 2026 and April 18, 2026, City Council Minutes.

**Department Activity Reports**

Approved reports as presented.

**MN Lawful Gambling - BFD Relief Association**

Approved MN Lawful Gambling Application for Exempt Permit submitted by the Brainerd Fire Department Relief Association for an Event to be held on December 7, 2026, at 23 Laurel Street.

**Event Application - Corpus Christi Procession**

Approved application with conditions.

**Event Application - GnarBQ**

Approved application with conditions.

**Event Application - Track & Field Day**

Approved application with conditions.

**Event Application - Memorial Day**

Approved application with conditions.

**Public Auction - Designate Temporary Watermain Materials as Surplus and Authorize Sale**

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

**Hiring - Water Serviceworkers Evan Petron and Matthew Poythress**

Ratified 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).

**Promotion - Police Officer Rachel Reed to Sergeant**

Approved 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.

**Promotion - Operations Manager Trenton Hawkinson to Electric Director**

Approved 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).

### **Hiring - Summer Temporary Employees**

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

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

### **Approved Council Minutes**

Member Czczok requested two changes to the April 14<sup>th</sup>, Council and Charter Commission meeting minutes.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO APPROVE THE APRIL 14<sup>TH</sup> MINUTES WITH CHANGING THE MEETING TYPE TO A SPECIAL MEETING AND REQUESTING THAT STAFF REVIEW THE MOTION MADE BY COMMISSIONER NORWOOD REGARDING RECOMMENDING THE DRAFT OF THE CHARTER TO THE CITY COUNCIL.

### **Final Reading – Ordinance 1601 – Charter Amendment Public Utilities**

Administrator Broyles gave an overview of the ordinance.

Member Czczok asked to clarify that the language in the Charter provides for the Chapter 429 requirements for assessing street projects and whether the process will occur as it currently does.

Administrator Broyles stated that the language provides for Chapter 429 requirements and that the process will not change.

Chair O'Day opened the public hearing at 7:36 p.m.

Daniel Revier, IUOE 49 Exclusive Representative, stated that as the representative for two of the City's bargaining units, the union would like clarification on organization of the City, the impacts on each of the unions, the City's goal in reorganizing, and the purpose of reorganizing. The union had asked in February for communication on changes. At that time, they were told that there was no discussion to be had. Now, it has reached a point where the union would like to be able to gain insight on the impacts to the unions. The union has not reached out to the City for information since the April 14<sup>th</sup> special meeting. The union asked for communications if the situation did change.

Chair O'Day stated that this is strictly structural changes of leadership positions at this point. As far as unions go, changing the Charter shouldn't affect union positions.

City Administrator Broyles stated that the organization chart was approved at the April 14<sup>th</sup> special meeting. Staff knows that they will need to work closely with the unions to resolve any issues that this change may bring up.

Mr. Revier stated that sanitary is currently under the Local 49 union, the wastewater is under the Local 31 union. He asked about combining job classifications or moving a position to a different union and whether that would be done through negotiations.

Member Czczok stated that at the April 14<sup>th</sup> meeting, HR Director Kummet was asked about changes to union employees and whether these positions would need to be negotiated. She stated that any changes to union positions need to be negotiated. At the time that the organizational chart was approved, there were no changes made to union positions.

Member Johnson stated that he was the one who asked the questions at the special meeting. The Council has not identified any changes that are going to be made to union positions. He recognizes the concerns of the unions and understands the new structure can be confusing. Any changes made to union positions need to be negotiated. The City is not going to ramrod anything without it being negotiated.

Mr. Revier stated both unions would like to be able to maintain a working relationship with City Council and Department Heads. The unions would like to sit down before negotiations to have a conversation as there are growing concerns. When implementation takes place being in mutual agreeance will make the process more efficient.

Chair O'Day closed the public hearing at 7:44 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1601 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO ADOPT ORDINANCE 1601 AMENDING THE CITY OF BRAINERD CHARTER CHAPTER 5 – PUBLIC UTILITIES.

### **ORDINANCE 1601**

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

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO ADOPT A RESOLUTION PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE 1601.

### **RESOLUTION 28:26**

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

### **Public Forum**

The Chair opened the public forum at 7:46 p.m.

No one came forward.

The chair closed the public forum at 7:47 p.m.

### **Council Committee Reports**

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

#### **Request for Annex Space - Friends of the Library**

Committee Chair Johnson stated that this is the next step to leasing the space. This not approving an agreement. The committee is asking staff to put together costs of utilities, garbage, etc., that the city will incur by the Friends of the Library occupying the annex.

Member Yeager asked whether this would be a month-to-month situation.

Committee Chair Johnson stated that the committee did not discuss that detail. He would prefer to see a month-to-month situation. The organization is looking for a space to be able to accept book donations and to conduct book sales. The annex will not work for the book sale so it would be used only to accept donations.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO DEVELOP AN AGREEMENT FOR THE ANNEX THAT REFLECTS ACTUAL COST TO THE CITY FOR ITS USE.

**Memorandum Of Agreement (MOA) - IBEW BPU Union setting wages for Water/Wastewater Operator**

Committee Chair Johnson stated that the City acted a while ago to merge the positions. This is the final step before the hiring process can begin. The positions were budgeted for beginning in 2026.

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

**Personal Leave of Absence Request - Meter Tech/Locator David Nelson**

Committee Chair Johnson stated that the employee is trying to expand his knowledge and career path. This could potentially be a good thing for the City in the future.

Member Czczok asked if the City contributes to the employee doing this program.

Committee Chair Johnson stated that the City does not offer an incentive, this is an unpaid leave of absence.

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

**Safety and Public Works Committee**

**Southwest Brainerd Stormwater Study**

Committee Chair Erickson stated that HR Green has prepared the study for the drainage adjacent to Anabec and Highland Scenic Drive.

Conner Duntelman, HR Green, gave an overview of the study and the options laid out in the study for mitigation. He does not see a clear answer for the mitigation, but does not recommend option 2 because of the cost and many other factors.

Committee Chair Erickson stated that the committee considered all options and heard feedback from Mr. Bollig. All of the options could be done in the future, however, none of the options were suitable to the committee.

Member Bevans asked about option 2. He stated that there may be another option which is crossing CSAH 48 north of Baxter Industrial Park Road.

Mr. Dunteman stated that they had discussed this area, however, the grade and the property owner present barriers.

Public Works Director Sandy stated that the depth of excavation would be significant. The use of the Reichert land would be similar to the impacts of option 2 because of the depth of the existing storm sewer.

Committee Chair Erickson stated that by crossing over CSAH, Mr. Dunteman had mentioned that the City would be subject to the City of Baxter standards. He asked Mr. Dunteman to expand on that.

Mr. Dunteman stated that the design criteria isn't too big of a hurdle, however, the paperwork hurdles shielded them away from crossing the boundary.

Member Johnson asked about the shared employee with the City of Baxter. He asked whether the cities are working toward similar standards.

Public Works Director Sandy stated the City of Baxter design standards are different because the two cities deal with different issues. Baxter deals with more development issues and with higher ground water and freeze up conditions. Their retention ponds are designed standard for 100-year rain events. Brainerd has more infill development than commercial development. It behooves the cities to have different standards.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO DENY OPTIONS 1A, 1B, AND 2 FROM THE STORMWATER STUDY AND TO TAKE NO ACTION.

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

#### **Solicit Proposals - 2026 Large Patching Project**

Committee Chair Erickson stated that there is additional gravel built into this proposal for Andrew Street. The budget was \$55,000 the current estimate is for \$55,525.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AUTHORIZE STAFF TO SOLICIT PROPOSALS FOR THE 2026 LARGE PATCHING PROJECT.

#### **Final Pay Request - Imp 24-07 - Lowell Safe Routes to School**

Committee Chair Erickson stated that this is the final pay for the project. There were a few change orders with this project one of which was covered by WSB. The balance of the project will be covered by state aid.

City Engineer Dehn stated that with the Safe Routes to Schools grants there isn't a required match. The extra expenses would be covered by state aid using the eligible costs.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE FINAL PAY ESTIMATE FOR THE LOWELL SAFE ROUTES TO SCHOOL PROJECT IN THE AMOUNT OF \$51,427.38.

#### **Change Order #4 - Improvement 17-12**

Committee Chair Erickson stated that the soil on this project is clay. The change order includes additional quantities of excavation and replacement of trench materials. There was significant cost savings for utilizing our own materials.

Member Johnson questioned the amount for dirt.

Member Bevans asked about the contractor's knowledge of the soil. He will support the change order reluctantly. The whole Wright Street project was awful and has been an exercise in how not to operate.

Public Works Director Sandy stated that a lot of times a geotechnical investigation is authorized. There was not a report for this project, if it had, the City would have been paying for a sub-cut on this entire road to begin with. The soil is unsuitable enough to warrant replacement for a quality roadway.

Committee Chair Erickson asked what would happen to the unsuitable soils.

City Engineer Dehn stated that staff has been exploring the reusability of the soils that were removed.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE CHANGE ORDER #4 AS PRESENTED FOR THE WRIGHT/10TH RECONSTRUCTION PROJECT.

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

Committee Chair Erickson stated that there were 33 proposals submitted to the City over the 15 categories. Staff went through a very robust scoring process. This does preclude other contractors from entering in the pool for a period of two years. However, there is a project cap and the City can choose which projects to utilize the pool.

Member Johnson asked about soliciting for the roster mid-way through the contract year.

Public Works Director Sandy stated that new contractors will be eligible to enter into the pool in 2029. The pool will not be utilized for all projects, so new contractors could potentially bid on projects outside of the scope of the pool.

Member Czeczok stated that staff specifically stated in the RFP not to include fee schedules. Those that did include their fee schedules initially were automatically removed from the list. He is happy to hear that's how the process worked because you need to be able to follow directions.

Member Yeager stated that the turnout for this was very robust and the process seemed to work effectively. This is a lot of staff time to sort through these proposals, it would not be worth conducting yearly.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE FISCAL YEAR 2027 - 2029 PROFESSIONAL ENGINEERING AND ARCHITECTURE SERVICES POOL 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.

**Construction Program Manager Proposal - Bolton and Menk - 2026 Construction Season**

Committee Chair Erickson stated that with the departure of City Engineer Dehn Staff feels it is necessary to contract for construction management and coordination. Staff has estimated \$61,500 for the season for 4 months at 15 hours per week.

Member Johnson asked about the amount it would have been to pay an Engineer on staff for this amount of time.

Public Works Director Sandy stated that the rate is \$205 per hour which is considerably less than their typical contracted work. With the cost savings of not having an Engineer or a Public Services Director the City can support this contract. Bolton and Menk will code their time to specific projects. The Public Works Director will use discretion on the amount of assistance needed.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH BOLTON & MENK, INC. FOR 2026 PROGRAM MANAGEMENT SERVICES, AS OUTLINED ABOVE, IN AN ESTIMATED AMOUNT OF \$61,500.

**Professional Surveying and Design Services Proposal - Bolton and Menk - Laurel Street between SE 13th Street and SE 17th Street**

Committee Chair Erickson stated that the plan was to complete these legal descriptions as the projects in this area progressed. The entirety of this section of Laurel is built on a prescriptive easement with the NP Center, and the owner requested completing the descriptions for the entirety of the street.

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

**Discussion on Small Cell Wireless Facility Permit**

Committee Chair Erickson stated that Verizon requested to replace their small cell wireless facility. The design does not conform with the City's current policy.

Public Works Director Sandy stated that the facility went in in 2015. At the time, the City did not have any design standards for these facilities. The company does not have to abide by City policy per Federal statutes. The City should include the standards in the City Code.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO DIRECT TO STAFF TO APPROVE THE CURRENT PERMIT REQUEST FROM VERIZON WITH EXCEPTION FROM THE CURRENT POLICY, REVISE AND PROVIDE DRAFT OF THE CITY'S SMALL WIRELESS FACILITY DESIGN AND REVIEW GUIDELINE POLICY, AND 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.

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

**Unfinished Business**

**Call for Applicants – Informational:**

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

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

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

Library Board-- 1 term (Expire 2027)

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**

**First Reading- Ordinance 1602 – Water System**

Public Works Director Sandy gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1602 AND DISPENSE WITH THE ACTUAL READING.

**Staff Reports**

Police Chief Runde stated that his first weekend as Chief has been interesting.

City Engineer Dehn thanked the Council for the opportunity to serve the community.

Community Development Director Kramvik stated that the orderly annexation item will potentially reviewed at the next meeting as well as an annexation with Long Lake Township.

HRA Director Charpentier stated that the HRA is working on a housing project through a development agreement with the EDA on Wright Street.

City Administrator Broyles thanked Mr. Dehn for his service to the City and wished him good luck. The Charter ordinance will be active in 90 days. There were some good comments from the union tonight, there are five bargaining units with expiring contracts.

**Mayor's Report**

Mayor Badeaux stated that the unions are greatly appreciated and he would love for the process to go smoothly.

**Council Member Reports**

Member Czczok stated that there are new beautiful pine trees near Memorial Park that are apparently beautiful. He gave kudos to the Park Board.

Member Stunek stated that it is National Firefighter Day today and thanked all Firefighters.

Member Bevans thanked Mr. Dehn for his service. He asked when campaigning begins in the City.

Finance Director Hillman stated that filing begins at the end of May.

Member Erickson stated that he is looking forward to attending the movie in the park this Friday. He gave a warm welcome to Chief Runde and a thank you for Mr. Dehn's time to the City. The City is losing a great engineer and his family is losing a great neighbor.

Member Johnson thanked Mr. Dehn for his service to the City. He has heard "not to mess with Texas". He gave hats off to Chief Stunek.

Chair O'Day welcomed Chief Runde. He thanked Mr. Dehn for everything he has done for the City wished him the best in Texas. He will miss him as a neighbor. He congratulated Member Erickson on the addition of his child.

### **Adjourn**

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

The Chair adjourned the meeting at 8:47 p.m.

Nicholas W. Broyles  
City Administrator



## BRAINERD POLICE DEPARTMENT MONTHLY REPORT



### BOOYAH AWARD



This month's Booyah Winner is Officer Hunter Williams!  
Submitted by Officer Gleason

I had a known subject flee from me in a vehicle. On the afternoon of the 4th, Hunter heard me telling other partners that the subject and his mother both owned the same make, model and similar color of vehicle.

While Hunter was on his way back to the office to end his shift, a vehicle in the parking lot of City Hall caught his attention due to it matching the description he heard given. Despite having 10 minutes or less of his shift, Hunter took the time to turn around, obtain the license plate and recognize the address to match that of the subject's mother. Hunter radioed this information to me, followed the vehicle and relayed that there was a male in the passenger seat. Hunter and I made contact with the subject as he exited the vehicle at the judicial center and were able to take him into custody.

I want to take the time to recognize Hunter for his attention to detail and willingness to go out of the way to check on a common type vehicle which led to the successful arrest of the wanted subject. Thank you Hunter, keep up the great work!

### STAFFING & ASSIGNMENTS

#### Retirement Chief Davis

After 20 years of service with the Brainerd Police Department, Police Chief John Davis retired on April 30th. Davis was hired as a patrol officer in 2005 and worked his way up through the ranks of sergeant, deputy police chief, and police chief. We wish him the best in his retirement.



#### Promotions

On May 1st, Tony Runde was promoted to Police Chief and Derek Pallansch was promoted to Deputy Police Chief. Runde was hired as a patrol officer in May of 2008 and was promoted to Deputy Chief in June of 2023. Pallansch was hired as a patrol officer in June of 2014 and promoted to Sergeant in April of 2020.

## Cass County Assist

The Cass County vehicle was utilized to assist us in searching for our missing person (Cory DeGeest) investigation in a large swamp.



## TRAINING &amp; STAFF DEVELOPMENT

**Midwest Special Operations Training Association (MN SOTA) Conference**

Three tactical officers attended the MN SOTA conference in St. Cloud, participating in sessions on hostage rescue lessons learned and officer involved shooting with lessons learned, and a hands-on driving course of armored vehicles.

**Department Training**

This month's departmental training involved several scenarios, which included the use of our Drone Operators to locate a suspect who had fled. As well as felony stop scenarios.



## COMMUNITY OUTREACH



### Drug Take Back Day

Drug Take Back Day at Super One in Brainerd was held on Saturday, April 25<sup>th</sup>. Brainerd Police partnered with BLADE (Brainerd Lakes Area Drug Education) and the event. We took in over 110 lbs of unused prescription medications for disposal. Helping prevent misuse of prescription medications.

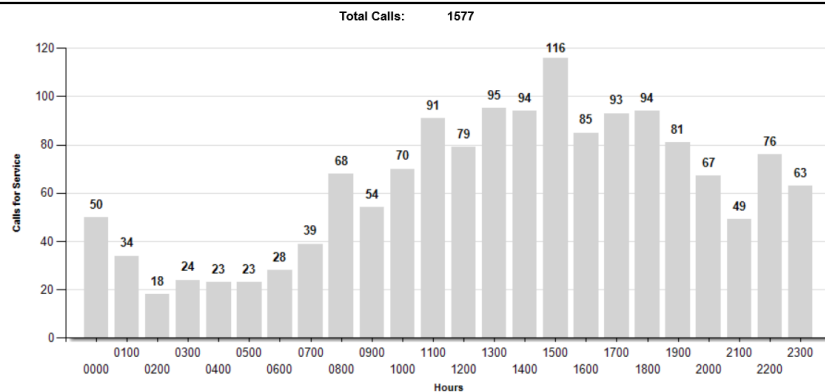
## OVERALL CALLS FOR SERVICE

| Month                       | 2026  | 2025  |
|-----------------------------|-------|-------|
| Number of Calls for Service | 1,514 | 1,720 |



### Calls for Service Hourly

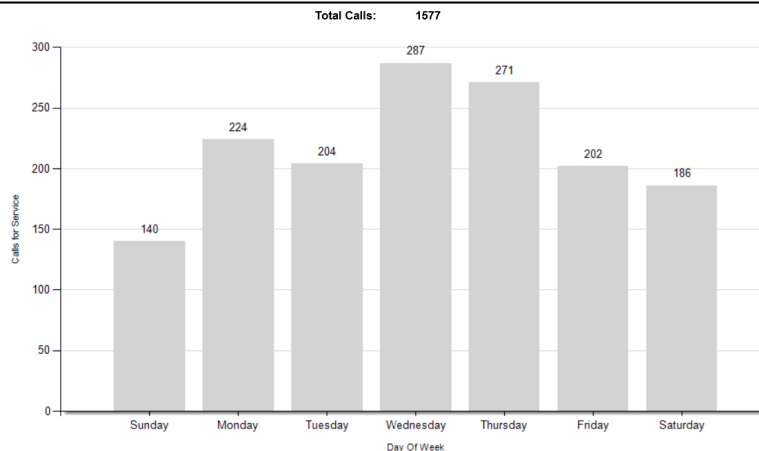
4/1/2026 to 4/30/2026



### Calls for Service Day Of Week

Start Date: 4/1/2026

End Date: 4/30/2026



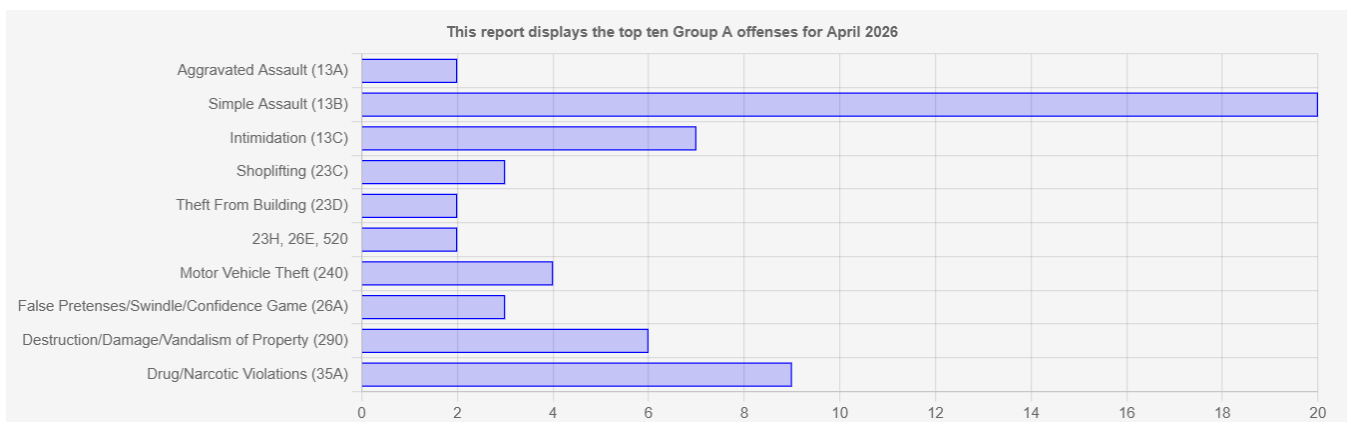
## CRIME STATISTICS

| Year to Date through Month                   | 2026 | 2025 |
|----------------------------------------------|------|------|
| Group A Offenses Known or Reported to Police | 239  | 284  |
| Group A and B Arrests                        | 231  | 268  |

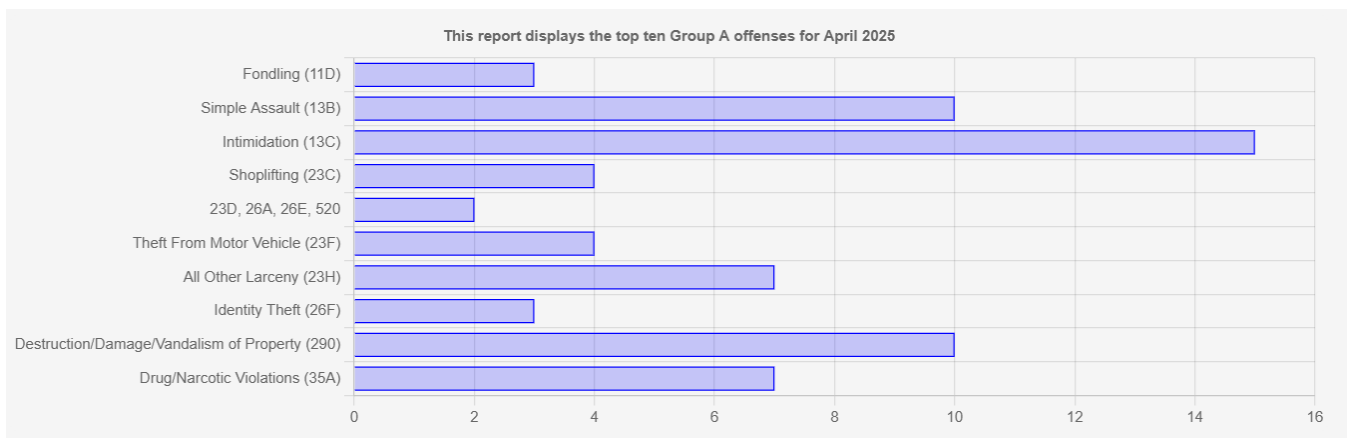
**\*\* Note: 2026 totals do not include case files that have not yet been coded.**

## TOP 10 GROUP A OFFENSES

April 2026

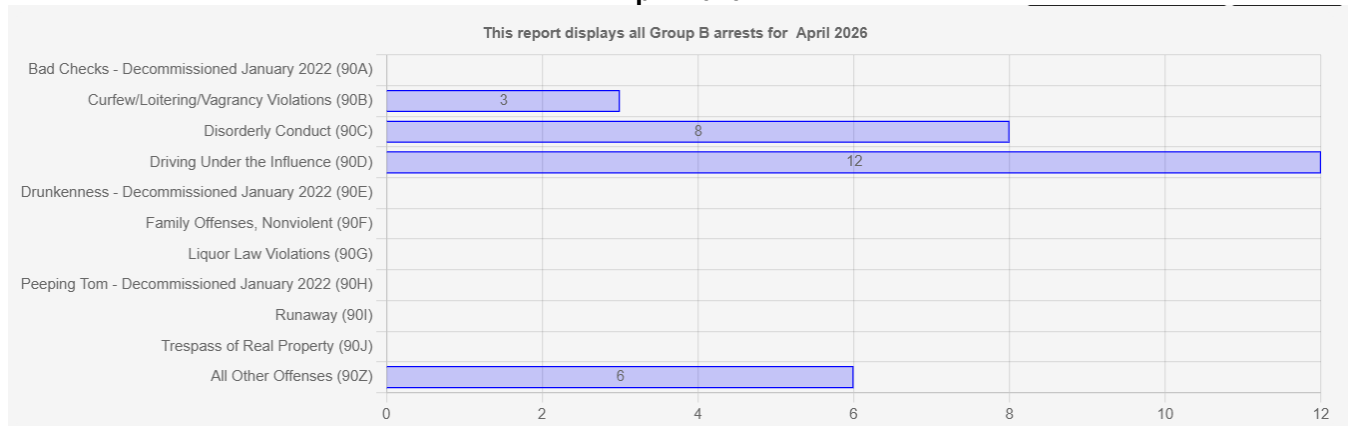


April 2025

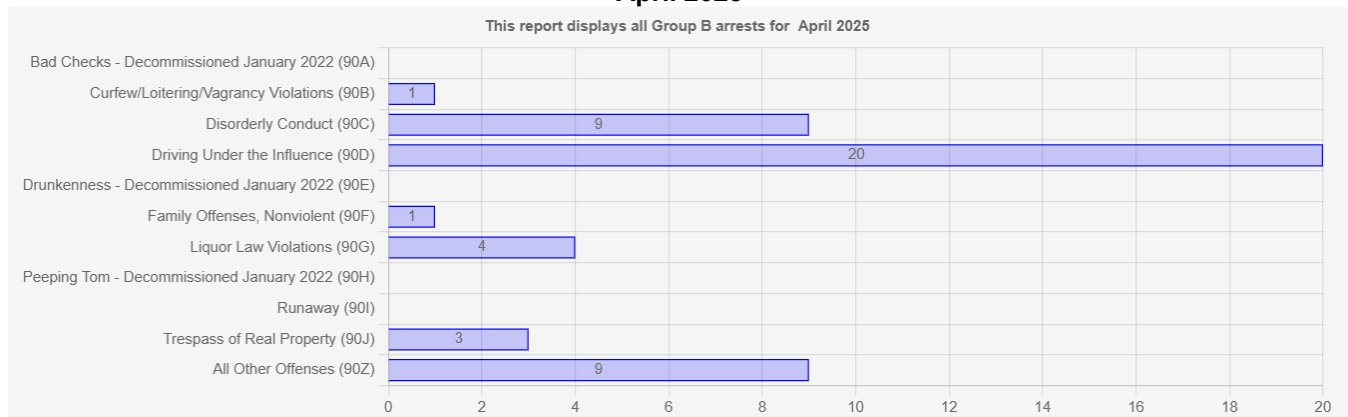


## GROUP B ARREST DATA

## April 2026



## April 2025



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

| Month                                               | 2026 | 2025 |
|-----------------------------------------------------|------|------|
| Citations (Inc. Parking Tickets & Written Warnings) | 169  | 273  |

33 parking tickets were issued in the month of April, with the following dispositions.

|    |                           |
|----|---------------------------|
| 0  | Dismissed                 |
| 16 | Paid in Full              |
| 0  | Partial Payments Received |
| 17 | No Payment Received       |

## Revenue Recapture Receipts:

|               |             |
|---------------|-------------|
| 2025 Total:   | \$5,714.63  |
| 2026 To Date: | \$ 3,559.00 |

## CONDUCT ON PREMISES ACTIVITY REPORT

| ICR      | Date Reported | Title               | Address       |
|----------|---------------|---------------------|---------------|
| 26004684 | 4/5/26        | Conduct on Premises | 1624 Mill Ave |
| 26005502 | 4/2/26        | Conduct on Premises | 743 Brian Ln  |

## BODY WORN CAMERA DATA REPORT

| Month | Number of Videos | Hours of Video | GB of Videos | Average MB per Video | Average Time Length of Videos | Average Number of Videos Per Day |
|-------|------------------|----------------|--------------|----------------------|-------------------------------|----------------------------------|
| April | 1,719            | 395            | 688          | 410                  | 13.79 Minutes                 | 57                               |





# COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

April 2026



## BUILDING PERMITS

The Community Development Department issued 77 building permits with a total project valuation of \$15,322,341.00 in the month of April. Within the Central Business District (prev. River to Rail), 7 permits were issued. These improvements resulted in \$336.00 being waived in permit fees.

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

| Issued Permits for April 2026              |          |                         |
|--------------------------------------------|----------|-------------------------|
| Type Of Permit                             | # Issued | Total Project Valuation |
| Commercial – Building – Accessory Building | 1        | \$15,000                |
| Commercial – Building – New/Addition       | 3        | \$14,250,000            |
| Commercial – Building - Remodel            | 1        | \$150,000               |
| Commercial – Building – Roofing            | 1        | \$25,000                |
| Commercial – Building – Siding             | 2        | \$60,000                |
| Commercial – Building – Windows/Doors      | 1        | \$93,000                |
| Commercial – Mechanical – Furnace/Boiler   | 1        | N/A                     |
| Commercial – Mechanical – New/Addition     | 1        | \$32,000                |
| Commercial – Plumbing – Remodel            | 1        | \$10,341                |
| Engineering – Excavation                   | 16       | N/A                     |
| Engineering – ROW Obstruction              | 2        | N/A                     |
| Fence                                      | 7        | N/A                     |
| Residential – Building – Demolition        | 2        | N/A                     |
| Residential – Building – New/Addition      | 2        | \$670,000               |
| Residential – Building - Roofing           | 9        | N/A                     |
| Residential – Building – Roofing+Garage    | 4        | N/A                     |
| Residential – Building – Windows/Doors     | 5        | N/A                     |

|                                           |   |         |
|-------------------------------------------|---|---------|
| Residential – Mechanical – Furnace/Boiler | 5 | N/A     |
| Residential – Mechanical – Furnace+AC     | 1 | N/A     |
| Residential – Mechanical – Remodel        | 1 | N/A     |
| Residential – Plumbing – New/Addition     | 2 | N/A     |
| Residential – Plumbing – Remodel          | 2 | N/A     |
| Residential – Plumbing – Water Heater     | 3 | N/A     |
| Sign                                      | 1 | \$2,000 |

There were two single-family home permits issued in the month of April. The Voyageur Heights 142-unit apartment building permit was issued to Kuepers Construction in April.

## BUILDING INSPECTIONS

The Community Development Department conducted 169 building inspections and re-inspections in April.

## CODE ENFORCEMENT

The Community Development Department conducted 109 code enforcement inspections and re-inspections in April resulting in violations across the following categories:

| CODE ENFORCEMENT INSPECTIONS  |    |
|-------------------------------|----|
| Junk/Debris/Blight            | 10 |
| Zoning Code Violation         | 4  |
| Unlicensed/Inoperable Vehicle | 5  |
| Outdoor Storage               | 6  |
| Exterior Structure            | 1  |
| Tree Diseased/Dead/Hazardous  | 1  |
| Total = 27                    |    |

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

### Direction on Active Code Enforcement Cases

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

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected. Building Official has issued a report 11/3/25 for City Council action to take place.
- 3) **PID 41191502** – Exterior Structure – Assessed \$7,000 to taxes 2025 for vacant structure.
- 4) **401 Holly St** – Fence – Issuing a \$300 citation each month until corrected.
- 5) **113 Washington St NE** – Multiple persons residing in a commercial business – Issuing \$100 per day until corrected.

- 6) **320 4<sup>th</sup> St N**— Fence w/out Permit and constructed incorrectly impeding on neighbor's home without permission. \$300 citation every 10 days until corrected. **Fence was corrected and neighbor confirmed. Enforcement closed.**

## VACANT BUILDING REGISTRY

### Properties that have completed necessary repairs and improvements

1623 9<sup>th</sup> Ave NE – Remodel Permit Issued – Work in Progress – Removed from list

1626 Oak Street – Siding completed

1201 L St NE – New owner – applied for remodeling permit

1022 13<sup>th</sup> Ave NE – New owner – obtained remodeling permits

### Properties that have registered/applied for permits

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

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

224 5<sup>th</sup> St N – Fire Damage. No action 2025. Added new citation 10/7/25. Property was sold 4/15/26. A meeting with the new owner regarding restoration is scheduled for May 13<sup>th</sup>.

### Current Vacant Building Registry Properties

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

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

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

408 2<sup>nd</sup> Ave NE – Vacant Building – No Response.

No action 2025. Added new citation 10/7/25.

## RENTAL LICENSES & INSPECTIONS

The Community Development Department issued 994 units for rental renewals in April that are due by June 1<sup>st</sup>.

The Housing Inspector completed 39 rental property inspections and re-inspections in April.

## CONTRACTOR REGISTRATION

The Community Development Department issued 15 contractor registrations in April.

## STAFF TRAININGS AND CERTIFICATIONS 2026

**Darrin Deseth (Building Official) and**

**Jason Stockinger (Building Inspector)**

April 9<sup>th</sup>, 2026 MN DOLI Spring Seminar for Building Code Updates



## PLANNING AND ZONING

### May 20<sup>th</sup> Planning Commission Agenda:

- 1) Interim Use Permit Renewal for Short-Term Rental – 1123 15<sup>th</sup> Ave NE
- 2) Interim Use Permit for Short-Term Rental – 1526 14<sup>th</sup> Ave NE
- 3) Rezoning, Conditional Use Permit, and Variance for 50-Unit Multi-Family Apartment Building – Wright Street
- 4) Public Hearing - Shoreland Ordinance
- 5) Review Section 515-2-24 Floodplain Overlay District

### Ordinance Itinerary Planning Commission:

- 1) **Section 530 – Shoreland Management Regulations** - The City of Brainerd's existing Shoreland Management Ordinance was last approved by the DNR on 7/25/2003. Current zoning districts do not match/align with the zoning districts identified in the City's Shoreland Management Ordinance. The Planning Commission directed staff to negotiate with the DNR to reduce lot sizes for non-riparian sewered lots to align with our Zoning Code. A representative from the DNR presented code requirements in exchange for reduced lot sizes at the March 18<sup>th</sup> meeting. The Planning Commission directed staff to continue to negotiate with the DNR. Staff presented a draft revision at the April 15<sup>th</sup> meeting. The Planning Commission reviewed the changes and were generally in favor of the proposed ordinance and directed staff to hold a public hearing at the May 20<sup>th</sup> meeting. (In Progress – 75% Complete – Public Hearing May 20<sup>th</sup> Planning Commission meeting)
- 2) **Comprehensive Plan Update** - The City should consider reviewing the comprehensive plan every five years to ensure all of the goals and objectives listed in the plan are still relevant for the City of Brainerd. The Brainerd City Council elected to accept Bolton & Menk's proposal at the March 2<sup>nd</sup> meeting. Staff met with Bolton and Menk on March 12<sup>th</sup> to begin the Comprehensive Plan update process. The Planning Commission held a special meeting on April 15<sup>th</sup> to provide initial comments and direction to Bolton & Menk regarding the Comprehensive Plan update. The Planning Commissions' comments included strengthening the goals to make Brainerd more walkable/ bikeable and strategies for public engagement. The Commission was in general agreement on the direction of the update. Bolton and Menk will be sending out a survey to understand the most important aspects of the comprehensive plan in the community. (The Planning Commission will review a draft of the updates at the July 15<sup>th</sup> meeting, and the City Council will be invited to attend and provide comments.)
- 3) **Flood Plain District** – The Planning Commission will be reviewing the Floodplain Overlay District. The Flood Plain Overlay District regulates improvements located in a Flood Plain and Flood Way. The Flood Plain Overlay District must be included in the City Code and meet all State Statute requirements. The Planning Commission will review the ordinance at the May 20<sup>th</sup> meeting and hold a public hearing at the June 17<sup>th</sup> meeting.



## ECONOMIC DEVELOPMENT

### Sign Grant and Façade Grant

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

### CMHP Wright Street Residential Development

Central Minnesota Housing Partnership (CMHP) proposed a multifamily residential apartment development in the Industrial Zoning District on Wright Street at the March 5<sup>th</sup> EDA meeting. The proposed project is approximately 50 units containing one, two, three, and four-bedroom units on 5.5 acres. CMHP would like to work with the EDA and HRA on developing the property and utilize the \$1.00 per acre incentive program. The EDA directed staff to begin working with CMHP and the HRA on a Purchase and Development Agreement for the property. Staff is currently working on a Purchase and Development agreement with Kutak Rock and working with Widseth on a survey to subdivide the property. CMHP has applied for their land use permits for the proposed project and the Planning Commission will consider the requests at their May 20<sup>th</sup> meeting.

### Washington Street Mitigation Plan

Staff recently attended a meeting at the Chamber to discuss the direction and marketing of the Washington Street Mitigation Plan. The Washington Street reconstruction project has begun, and the Chamber will be initiating the website soon and making businesses aware of the resources available.

## PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

**Address:** 2517 Greenwood St

**COMPLETED**

**PZE Process:** Variance

**Date Issued:** 06/02/2025

**Project Description:** To allow for the construction of an accessory building off Greenwood Street in the front yard

**Project Progress:** Approved – building permit is completed and project is final.

**Address:** 525 Washington St

**COMPLETED**

**PZE Process:** Variance

**Date Issued:** 07/07/2025

**Project Description:** To allow for a non-screened parking lot and reduced setbacks

**Project Progress:** Approved – building permit is completed and project is final.

**Address:** 1123 15<sup>th</sup> Ave NE

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

**Date Issued:** 07/21/2025

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

**Project Progress:** Approved and completed.

**Address:** 605 3<sup>rd</sup> St NW

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

**Date Issued:** 08/04/2025

**Project Description:** To allow for the construction of a fellowship hall

**Project Progress:** Approved – building permit has been issued and is in progress.

**Address:** 14721 Riverside Dr

**COMPLETED**

**PZE Process:** Variance

**Date Issued:** 08/04/2025

**Project Description:** To allow for the construction of a 6' high wood privacy fence in the front yard

**Project Progress:** Approved – permit has been issued and fence is final.

**Address:** 23 Laurel St

**IN PROGRESS**

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

**Date Issued:** 08/04/2025

**Project Description:** To allow for the construction of an addition to the Fire Hall for bluff setbacks and impervious surface requirements

**Project Progress:** Approved – applicant has applied for the building permits which are ready to be issued.

**Address:** 722 Mississippi Dr

**COMPLETED**

**PZE Process:** Variance

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

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

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

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

**COMPLETED**

**PZE Process:** Variance

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

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

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

**Address:** Parcel #4124152

**IN PROGRESS**

**PZE Process:** Variance and IUP

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

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

**Project Progress:** Approved and in progress

**Address: 3424 Oak St**

**IN PROGRESS**

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

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

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

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

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

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

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

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

**Project Progress:** Approved and completed.

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

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

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

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

**Project Progress:** Approved and completed.

**Address: 9995 Island Dr**

**COMPLETED**

**PZE Process:** Interim Use Permit Renewal

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

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

**Project Progress:** Approved and completed.

**Address: PID 41290683**

**IN PROGRESS**

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

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

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

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

**Address: 908 Ivy Street**

**COMPLETED**

**PZE Process:** Conditional Use Permit Amendment

**Date Issued:** 01/06/2026

**Project Description:** To amend the current CUP to allow for a third garage stall on the rectory

**Project Progress:** Approved and completed.

**Address: PID 41020691 AND 41020682 Voyageur Heights** **IN PROGRESS**

**PZE Process:** Preliminary Plat Amendment, Developmental Stage PUD Amendment **Date Issued:** 01/06/2026

**Project Description:** To amend the plat due to the EAW review and DWSMA

**Project Progress:** Approved and project in progress.

**Address: PID 41020691 AND 41020682 Voyageur Heights** **IN PROGRESS**

**PZE Process:** Rezoning, Final Plat, and PUD Final Plat

**Date Issued:** 02/03/2026

**Project Description:** Rezone and approve final plat and PUD for 176-unit apartment complex

**Project Progress:** Approved and project in progress.

**Address: 1410 & 1424 Thiesse Dr**

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

**Date Issued:** 03/02/2026

**Project Description:** To exceed the number of off-street parking allowed in GI Zoning District

**Project Progress:** Approved and construction will soon start once land is conveyed. Construction plans and permit application has been submitted.

**Address: 1410 & 1424 Thiesse Dr**

**IN PROGRESS**

**PZE Process:** Conditional Use Permit Amendment

**Date Issued:** 04/06/2026

**Project Description:** To exceed off-street parking spaces to 90

**Project Progress:** Approved and construction will soon start once land is conveyed. Construction plans and permit application has been submitted.

**Address: 1926 S 7<sup>th</sup> St**

**COMPLETED**

**PZE Process:** Interim Use Permit Amendment

**Date Issued:** 04/06/2026

**Project Description:** Operate homeless shelter year-round

**Project Progress:** Approved for one-year

**Address: 1017 Bluff Ave**

**IN PROGRESS**

**PZE Process:** Conditional Use Permit

**Date Issued:** 04/06/2026

**Project Description:** Consolidate three parcels into one and to exceed allowed lot size

**Project Progress:** Approved and applicant will soon submit building permit for single-family home

**Address: 1513 Pennsylvania Ave**

**IN PROGRESS**

**PZE Process:** Variance

**Date Issued:** 04/06/2026

**Project Description:** Variance from setbacks for the construction of an accessory structure

**Project Progress:** Approved and applicant will soon submit building permit for garage

**Address: 411 Laurel Street**

**IN PROGRESS**

**PZE Process:** Variance

**Date Issued:** 05/04/2026

**Project Description:** Variance to expand the entrance to 411 Laurel Street to the parking lot with a 40' distance to the intersection to allow for incoming and outgoing traffic.

**Project Progress:** Approved and applicant will be working with Anderson Brothers on the project.



City of Brainerd

## Technology Department Monthly Report

April 2026

### Projects

- The required migration to dotgov is underway (*brainerdmn.gov*), the *ci.brainerd.mn.us* domain will still exist and continue work for the time being. The city website already works with either domain. Staff with *ci.brainerd.mn.us* email will transition to *brainerdmn.gov* early July, staff with *bpu.org* email will transition at the end of Aug.
- Planning phase of integrating BPU network into city network, anticipated late Aug
- Initial steps taken to create a Cyber Response Plan, collaborating with LMC
- Created electronic file storage needs for city prosecutor – sharepoint site
- BPU fiber loop connections throughout town – primarily lift stations and electric infrastructure
- BPU replacing hardware at existing connected sites to modernize/standardize communications

### Hardware/Software

- Finalizing setup of NextRequest (data request software) – go live early June
- Began implementation of new helpdesk, asset, project management software
- Finalizing city wide (minus BPU) computer replacements
- Phased replacement of city network hardware – core routing and most switched complete, firewalls and wireless upcoming

### Other

- Staff attended various meetings, webinars, conferences, and other training opportunities
- Staff additions: some temp/seasonal
- Staff departures: Lineworker

### Statistics

Telephone: total calls 8459

Police 4555, City Hall 1882, Transit 1789, Fire 217, Public Works 16

Website: total views 14k, users 4.4k

Top pages: main, parks & recreation, agendas & minutes, search, employment

Email: sent 9320, received 39129

YouTube: City channel views 1200, hours watched 205.5, subscribers +4

Facebook (city): followers 4,487, views 205.5k, interactions 1400

## MEMORANDUM

TO: Mayor Badeaux and City Councilmembers  
FROM: Nick Broyles, City Administrator  
DATE: 18 May 2026  
SUBJ: City Administrator Report

---

In addition to routine administrative matters and in preparation of topics and business action items on the Council's work sessions and meeting agendas, the following is a summary of tasks and activities the City Administrator's office has been working on since the last report of 20 April 2026.

### **Community Engagement**

20 Apr: City council meeting  
21 Apr: WWTP discussion w/Baxter; staff discussion re: Rotary Park solar  
22 Apr: HRA board meeting  
24 Apr: Staff discussions re: org chart  
28 Apr: PUC meeting; department head meeting; park board  
29 Apr – 1 May: MCMA annual conference  
1 May: Staff discussions re: WWTP agreement; Chief Davis retirement event  
4 May: Pre-con meeting for BFD renovation; city council meeting  
5 May: City EOC virtual connection test  
6 May: Staff visit w/streets and parks personnel; meet w/sourcewell re: LMC annual conference; staff discussion re: grid/step placement of employee; delivery of flag retirement box to city hall; special park board meeting  
7 May: Airport commission meeting; staff discussions re: permit fees; lunch w/council president O'Day; APWA community project at Bane Park  
8 May: Staff discussions re: annex lease agreement; farewell event for City Engineer Dehn  
11 May: Community focus radio show at WJJY  
12 May: Met w/local builder to discuss some issues  
13 May: Staff visit w/water distribution personnel; road construction weekly meeting  
14 May: Interview w/auditing team from CLA; staff discussions re: union contract negotiations; Oak Street monthly PMT; media event for flag retirement box at city hall  
15 May: Interviews for public services director

### **Charter Update**

The draft charter was unanimously approved by council on 4 May and will be in effect after 90 days.

### **Finance**

- **Audit:** Audit is ongoing.
- **Election:** 2026 is an election year with the primary on 11 Aug and the general election on 10 Nov. Staff have reached out to secure the polling locations and have begun the recruiting process for election judges.

### **Human Resources**

- **Annual Performance Reviews:** Staff have one remaining appeal scheduled for the end of May. Once that appeal is completed, the 2025 evaluation process will be fully concluded.
- **Staffing Update:** Staff have been actively conducting interviews for several full-time positions across the city. We anticipate presenting hiring recommendations to the council over the upcoming meetings.

## **Streets**

- Complete spring street sweeping
- Remove beaver dams from storm sewer ponds
- Jet sanitary sewer grease lines
- Begin scheduled sanitary sewer maintenance (NE between Gillis and Mill)
- Remove snow removal implements and conduct MNDOT inspections
- Patch potholes
- Layout and recover traffic control for street closures.

## **Recreation**

- Concessions open this weekend at Bane Park for tournaments
- 16 May - fishing clinic
- Softball leagues Mondays-Thursdays
- Pickleball begins 26 May
- Jaycees concessions open 30 May for tournaments
- 5 Jun - movies in the park

## **Parks**

- Getting parks, park buildings, and athletic fields ready for spring and summer
- Spring mulching and mowing
- DNR outdoor recreation grant submitted for Memorial Park playground replacement
- Epoxying concessions and restrooms at Memorial Park (restrooms), Lyman P. White (restrooms), Lions Park at Buffalo Hills (restrooms), Kiwanis Park (restrooms), and Jaycees Park (concession) dates TBD.
- Batting cages are to be installed this spring at Jaycees Park and Bane Park, date TBD.

## **Transit**

- 2027 operating grant application period through MnDOT is now open. Staff are actively preparing the application packet, which is due 30 Jun. The current projected maximum total project cost allowance from MnDOT is \$1,601,600.
- April 2026 total ridership was 3,660 passengers, with approximately 75% of trips occurring within Brainerd; up 6% from 3,454 passengers in April 2025.
- April 2026 averaged 166 passengers per operating day; up 6% from 157 passengers per operating day in April 2025.
- On-time performance continues averaging 95%+, exceeding MnDOT's target of 90%.
- Ongoing use and promotion of the rider app and web booking portal to improve customer convenience and operational efficiency.
- Transit staff attended the RTAP/MnDOT Spring Workshop for training and presentations related to public transit operations and best practices.
- Staff continue ongoing professional development and recently completed the CTAA training course "Americans with Disabilities Act (ADA): Changes, Challenges & Reasonable Modifications."
- Replacement of an aging, end-of-life diesel bus with a new ADA-accessible transit van remains scheduled for summer 2026.
- Ongoing contractor oversight continues, including performance monitoring, billing review, and service quality management.
- Continued coordination with community partners, including Central Lakes College, to support transit accessibility and mobility throughout the service area and improve transportation access for students utilizing public transit.

## **Fire**

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.

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 worked on moving out of Station #1 the end of the first week of May. Renovation project began on 11 May; you will start seeing significant demolition in the next few weeks.

## **Technology**

- Migration of city public domain from ci.brainerd.mn.us to brainerdmn.gov is underway, website deadline is 1 Jun but has already been implemented. Dotgov domain is also in place for email with plans to switch over in the works, tentatively July 1. Lots of work to do with updating existing documents, etc. Applications and websites that use single sign on (SSO) are being prepped for the change from ci.brainerd.mn.us to brainerdmn.gov.
- Beginning implementation of helpdesk, asset management, project tracking platform
- All city network infrastructure (firewalls, switches, etc.) is being replaced, phase one - core switches are complete, phase two - replacement of all access switches underway, phase three - firewall replacement/cutover in May.
- Ongoing planning for total network integration of the public utility network, anticipated late Aug.
- Numerous new fiber connections made to various utility locations adding them to the SCADA network and allowing the addition of security cameras and access control.
- As part of a security software change, a new endpoint protection has been pushed out to all devices. A new SIEM (security information and event management) has also been rolled out and is being monitored/tested.
- Wrapping up city-wide computer replacements.

## **Suspense Tracker**

| Subject                                                     | Companies       | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Due Date  | % Complete | Status      | Date Completed |
|-------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-------------|----------------|
| .Gov Transition                                             | Technology      | 2024 State Statute 471.3422 - Website Domain Requirement by June 1, 2026<br>Planning for the transition is in progress.<br>The website needs to have the .gov domain by 1 June.<br>Staff will continue working after 1 June to update forms, documents, email addresses, etc.                                                                                                                                                                                                         | 6/1/2026  | 0%         | In Progress |                |
| Annex Improvements                                          | Public Works    | HyTec is nearing completion of work in the Annex. Electrical is complete. Windows are complete.<br>Asbestos abatement is complete. Carpentry and electrical is complete. The only things remaining is some minor HVAC improvements and finishes in the building.                                                                                                                                                                                                                      | 6/30/2026 | 75%        | In Progress |                |
| Shoreland Ordinance                                         | Community Dev   | 2/18/26 – Staff meeting with DNR to perform final review of shoreland ordinance<br>2/20/26 – Staff submitted ordinance to MN DNR for final review<br>3/18/26 – DNR to present negotiated items to the Commission – Commission to make final recommendation on negotiated items<br>4/2 – Staff completed negotiated items with DNR<br>4/15/26 – Planning Commission reviewed shoreland ordinance<br>5/20/26 – Planning Commission to hold public hearing regarding shoreland ordinance | 6/30/2026 | 75%        | In Progress |                |
| 2025 Financial Audit                                        | Finance         | Fieldwork dates are set for the week of April 26th and May 10th.                                                                                                                                                                                                                                                                                                                                                                                                                      | 6/30/2026 | 50%        | In Progress |                |
| Industrial Property Sale - Riverbirch Investments           | Community Dev   | 2/17/26 – City Council to approved resolution conveying subject property to EDA<br>3/2/26 – City Council to consider resolution approving business subsidy<br>3/5/26 – EDA approved PDA and Conveyance of the property<br>Developer is working on finalizing construction plans<br>6/1 – Conveyance of property closing date per PDA                                                                                                                                                  |           | 75%        | In Progress |                |
| Industrial Property Sale - CMHP - Wright Street Development | 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<br>4/22 – Downpayment and application submitted to the City to purchase the property at \$1.00 per acre                                                                                                                                                                                | 7/1/2026  | 10%        | In Progress |                |
| Special Events Ordinance                                    | CDD/Public Svcs | 5/11 – Staff researched sample language from other cities and will present and seek direction from City Council on 5/18                                                                                                                                                                                                                                                                                                                                                               | 7/6/2026  | 25%        | In Progress |                |

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                    |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| <p>Friends of Library Administration<br/>- Lease Agreement</p>                                    | <p>5/4 – Friends of Library requested use of the annex for book storage.<br/>5/4 – City Council directed staff to bring a lease agreement back to City Council for review with costs to cover their use.<br/>5/11 – Staff completed draft lease agreement and had the City Attorney review the document.<br/>5/12 – Friends of Library requested that City staff delay Council action as they are still looking into other options.</p>                                                                                                                                                                                                                                                                                                                                                                                                | <p>25%</p>           | <p>In Progress</p> |
| <p>Improvement 23- Public Works<br/>14 Hawkins</p>                                                | <p>Construction is complete on the Hawkins portion.<br/>Construction on the Ronald/Joseph/Alley portion of the project began in early April. Removals were completed, and J &amp; J Excavating has completed the watermain replacement in the alley as of the week of May 15. Galvanized water service lines are currently in progress behind the watermain replacement. Final restoration of the alley is anticipated to commence in late may into early June, with final completion near the end of June.</p>                                                                                                                                                                                                                                                                                                                        | <p>11/1/2026 75%</p> | <p>In Progress</p> |
| <p>Improvement 17- Public Works<br/>12 Wright Street and S 10th Street Reconstruction Project</p> | <p>This project is currently in the construction phase. A second preconstruction meeting was held on May 1, 2026, during which Landwehr Construction presented schedules for work on S 10th Street, with construction anticipated to begin on May 18, 2026. Under the current schedule, the S 10th Street portion of the project is expected to be completed by early August 2026. Public notices have been distributed, and businesses along the corridor have been informed of the upcoming construction activities. Minor work remains on the Wright Street project, including completion of punch list items and cleanup from the 2025 construction season. The final remaining project item will be placement of the final lift of pavement, which is anticipated to occur concurrently with the final lift on S 10th Street.</p> | <p>11/1/2026 50%</p> | <p>In Progress</p> |
| <p>Improvement 23- Public Works<br/>12 Beech</p>                                                  | <p>The Beech Street project is nearing completion. Staff included this project in the preconstruction meeting with Landwehr Construction on May 1, 2026. All concrete work associated with the project has been completed, with work wrapping up during the first week of May. Landwehr is currently preparing driveways for paving, which is scheduled to take place on May 18, 2026. Following driveway paving, final topsoil placement and seeding will be completed, and the project will be prepared for the final lift of pavement. The final lift is currently scheduled for May 26 and 27, 2026, with pavement striping to follow shortly thereafter. A final punch list walkthrough with Landwehr Construction will then be completed prior to finalizing and closing out the project.</p>                                    | <p>11/1/2026 75%</p> | <p>In Progress</p> |

|                                                        |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |     |             |
|--------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------|
| Network Integration                                    | Technology   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 12/31/2026 | 0%  | In Progress |
| Improvement 25-06 - 2026 Resurfacing Project           | Public Works | The 2026 Resurfacing Project includes street resurfacing and minor utility improvements on Spruce Drive, Graydon Avenue, Hillcrest Drive, Pine Street, Dal-Mar Drive and Circle, and South 11th Street. WSB is serving as the consultant project manager for both the design and construction phases of the project. Final plans have been completed and the project is currently out for bids, with bid opening scheduled for May 14, 2026.                                                                                                                                                                                                                                                                                                                                                                          | 12/31/2026 | 50% | In Progress |
| Improvement 25-05 - SE Brainerd Reconstruction Project | Public Works | The SE Brainerd Reconstruction Project includes the reconstruction of multiple streets in southeast Brainerd, including 17th Street, 18th Street, 19th Street, Norwood Street, Maple Street, and Laurel Street. The project consists of full replacement of sanitary sewer and watermain infrastructure, storm sewer improvements, curb and gutter replacement, and new street surfacing. Bolton & Menk is serving as the consultant project manager for both the design and construction phases of the project. Final plans are 100% complete, and bids were opened on May 5, 2026. Construction is anticipated to begin in late May or early June 2026.                                                                                                                                                             | 12/31/2026 | 50% | In Progress |
| Transit- Baxter Fares                                  | Public Svcs  | 11/25/25: Mike emailed Brad ridership numbers and PP presentation.<br>12/1/25: Nick emailed Brad if Baxter is willing to adjust their rates to match Brainerd's rates?<br>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."<br>12/1/25: Brad asked for the financial numbers from 2024 & 2025.<br>12/3/25: Mike emailed Brad, numbers will be sent by 12/5<br>12/5/25: Mike emailed Brad financial numbers for 2024 and YTD 2025.<br>12/19/25: Brainerd is waiting a response from Baxter to present to Baxter Council Transit Rates. |            | 75% | In Progress |
| Transit Business Model                                 | Public Svcs  | 11/20/25: Public Works is waiting for more information from various department to finish the Business Model.<br>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.<br>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.<br>12/22/25: HR will post opening of part-time person. This person started 1/2/26.                                                                                                                                                                                                    |            | 25% | In Progress |

|                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |             |
|---------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|
| BlockMetrix- Site Control | Community Dev | <p>Purchase and Development Agreement- needs to be executed by BM</p> <p>Power Agreement- needs to be executed by BM</p> <p>Building Permits- have been applied for</p> <p>EDA will direct staff on next steps regarding the PDA at the June 5th meeting</p> <p>6/6 - EDA took no action at the June 5th meeting</p> <p>6/24 - Power Agreement is currently being reviewed by staff and will be reviewed by the PUC</p> <p>7/2 - Power Agreement has been forwarded to Blockmetrix for review</p> <p>7/30 - Staff set up a virtual meeting with Blockmetrix – Blockmetrix did not attend – stated that an issue came up</p> <p>8/15 - Staff virtually met with Blockmetrix – Staff have not received a response</p> <p>9/11 - Staff will virtually meet with Blockmetrix</p> <p>Staff is waiting on a response from Blockmetrix.</p> <p>10/28 - BPU Commission considered redlined changes from Blockmetrix at the October meeting and recommended no changes.</p> <p>Blockmetrix stated without the redlined changes the project was not viable.</p> <p>2/12/2026 – Staff met with the developer regarding development of the site.</p> <p>3/10/2026 – Staff met with the developer regarding potential development of the site.</p> <p>3/31/2026 – Public Utilities Commission to consider process for large power users.</p> <p>4/1/2026 – Staff met with developer on next steps</p> | 50% | In Progress |
|---------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|

|                                    |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |             |
|------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|
| Massage Therapy ordinance          | Police        | <p>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.</p> <p>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.</p> <p>11/6/25 – Lt. Kulzer had continued discussion with LSS Safe Harbor Regional coordinator. Discussed potential licensing requirements.</p> <p>November 2025 – Lt. Kulzer reviewed massage therapy ordinances from St. Cloud, Willmer, Edina, Moorhead, Detroit lakes, and Rochester.</p> <p>12/1/25 – Council direction to proceed with ordinance creation.</p> <p>12/10/25 - Lt. Kulzer and Inv. Palcher attended the Minnesota BCA Internet Crimes against Children and Human trafficking conference. Illicit massage therapy and human/employment trafficking discussed as a nationwide problem.</p> <p>12/11/25 – Lt. Kulzer discussed with assistant county attorney, who specializes in sex crimes the potential passage of a ordinance, which she supports as a tool to combat sex trafficking.</p> <p>12/29/25 – Lt. Kulzer met with local owner/operator and discussed what elements should be included in an ordinance.</p> <p>04/02/2026 – PD Administrative discussion on necessary elements of the ordinance. Need to finalize rough draft and bring to City Admin.</p> | 60% | In Progress |
| Riverside Drive Orderly Annexation | Community Dev | <p>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.</p> <p>3/2 – City Council approved joint resolution.</p> <p>3/24 – County Board to denied joint resolution at regular meeting.</p> <p>4/6 – City Council directed staff to amend the agreement to make annexation optional for properties not currently connected to municipal utilities.</p> <p>4/27 – OAA Reviewed by City Attorney and Forwarded to Crow Wing County for Review</p> <p>6/1 – OAA draft will be reviewed by City Council (Additional review time was needed by the County regarding road maintenance section)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 75% | In Progress |
| 805 Laurel                         | HRA           | Developer is working on financing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10% | Waiting     |

|                            |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |             |
|----------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|
| Codification               | Administration | <p>1/20 Council approved the proposal from American Legal Publishing for codifications services up to \$30,000</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              | 25%            | In Progress |
| Airport Resolution         | Administration | <p>3/31/2026 Staff met with Crow Wing County and Airport Commissioners</p> <p>5/28/2026 Staff will meet with CWC and Airport Commissioners to continue development of a new agreement</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 25%            | In Progress |
| Fire Station #1 Renovation | Fire           | <p>2/2/2026 City Council approved Design/Construction Services with Widseth and Nor-Son Constructions as GC.</p> <p>2/11/2026 Kickoff meeting with Widseth and Nor-Son Construction</p> <p>2/23/2026 Continue with weekly meetings finalizing design as we work towards final construction documents.</p> <p>2/27/2026 Widseth finalized construction documents enabling Nor-Son to solicit and secure bids for the renovation.</p> <p>3/27/2026 Nor-Son finalized the bidding process utilizing Gordian ezIQC process.</p> <p>4/6/2026 Council approved construction contract with Nor-Son Construction and project cost of \$5,994,282.76.</p> <p>5/4/2026 Pre-construction meeting with GC and city staff</p> <p>5/11/2026 Renovation project started.</p> | 1/29/2027 25%  | In Progress |
| 2027 Budget                | Finance        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 12/31/2026 0%  | In Progress |
| Comprehensive Plan Update  | Community Dev  | <p>3/2 – City Council approved Bolton &amp; Menk as the comprehensive plan consultant</p> <p>3/12 – Staff meeting with Bolton &amp; Menk to review timeline and objectives</p> <p>4/15 – Comprehensive Plan kickoff meeting with Planning Commission</p> <p>5/5 – Staff meeting with Bolton &amp; Menk to review Planning Commission comments and discuss community survey</p>                                                                                                                                                                                                                                                                                                                                                                                | 12/31/2026 25% | In Progress |

|                                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |     |             |
|-------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------|
| Trunk Highway 210 Reconstruction - Construction Phase | Public Works | <p>The TH 210 Reconstruction Project has commenced, with the contractor, RL Larson, currently working on the east end of the project as part of Phase 0. This initial phase is focused on preparing the detour routes necessary for Phase 1 construction activities.</p> <p>Weekly progress meetings are being held to coordinate project activities and monitor progress.</p> <p>Watermain installation work is anticipated to begin in early June 2026. Project detours are expected to be implemented near the end of May and will reroute traffic around the TH 210 corridor near Mill Avenue, 10th Avenue NE, and 5th Avenue NE to accommodate construction of the roundabouts and highway reconstruction in that area.</p> <p>Following completion of this phase, the second phase of construction during the summer will focus on reconstruction of the highway between Gillis Avenue/13th Street SE and 5th Avenue NE.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 12/31/2027 | 25% | In Progress |
| Main Lift Station Reconstruction                      | Public Works | <p>The Facility Plan for the Main Lift Station Reconstruction was certified by the Minnesota Pollution Control Agency in 2025, establishing regulatory approval and allowing the project to advance toward funding and design. Following certification, the project was placed on the Clean Water Revolving Fund (CWRF) Project Priority List (PPL), and it has since fallen within the fundable range, making it eligible for a low-interest loan to support construction and related improvements.</p> <p>Final design work is currently underway with Widseth and HRGreen, with the project team coordinating closely to refine plans, evaluate constructability, and incorporate site-specific requirements. The design team is targeting submission of 90% complete plans to the MPCA by March 31, 2026, to allow for review and alignment with regulatory and funding requirements.</p> <p>Placement of the project on the CWRF Intended Use Plan (IUP) is anticipated in June 2026, confirming the project's eligibility for funding allocation and enabling final loan approval. Construction of the Main Lift Station Reconstruction is currently scheduled for 2027, following completion of final design, permitting, and procurement processes. The project team continues ongoing coordination with engineering consultants, regulatory agencies, and City staff to ensure the project remains on schedule and ready for construction.</p> |            | 25% | In Progress |

Galvanized Water Service Line Replacement Projects

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.

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.

Bid were recently opened for all three service line projects. The Ronald/Joseph/Alley service line project is currently in construction. Award of the other two service line projects is scheduled for the May Utilities Commission meeting. Construction is anticipated to commence in June and run throughout the summer, 2026.

50%

In Progress

|                                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |             |
|-------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|
| WWTF Facility Plan and Phase 1 Biosolids Improvements | Public Works | <p>The Final Facility Plan for the Phase 1 Biosolids Improvements was presented to the Joint Wastewater Management Board on February 12, 2026, providing an overview of proposed facility upgrades, project scope, and anticipated benefits to the regional wastewater system. Subsequent presentations were conducted for the Brainerd and Baxter City Councils at their February 17, 2026 meetings to provide elected officials with detailed project information, answer questions regarding scope and cost, and gather feedback from both municipalities.</p> <p>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.</p> <p>Once the MPCA grants certification of the Facility Plan, preliminary design activities for the Phase 1 Biosolids Improvements project are scheduled to begin in late 2026. These design efforts will include detailed engineering of biosolids processing equipment, facility layout optimization, and cost refinement. Construction of the Phase 1 improvements is planned to commence in 2028, following completion of design, procurement, and any required permitting. The project team continues coordination with engineering consultants, regulatory agencies, and municipal stakeholders to maintain schedule and ensure readiness for design and construction phases.</p> | 25% | In Progress |
| Hydrodam                                              | Electric     | <p>Barr Engineering and City staff continue coordination related to procurement of a replacement generator for the hydro facility. Barr Engineering has recently confirmed through multiple suppliers that the previously considered submersible generator units are no longer in production or have been paused. This turbine type had been anticipated as the most economical option for the utility.</p> <p>Barr continues to evaluate alternative generation options for the hydro facility. Current analysis is focused on both equipment feasibility and the potential civil improvements required to install replacement units, as site modifications may significantly influence total project cost. One concept now under consideration is a stream diver generator installed vertically within the pit or tailrace area. Cost estimates have not yet been finalized as Barr continues evaluating installation requirements and associated expenses.</p> <p>A site visit was held on November 25 with area legislative representatives to review the facility, discuss project needs, and provide context on funding and infrastructure considerations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |             |

|                                        |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |          |           |
|----------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|-----------|
| Water Reclamation and Backwash Project | Public Works   | <p>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). This was due to the high construction costs that were seen in 2024 after competitive bids were opened and subsequently rejected by the Utilities Commission.</p> <p>Following a procurement process initiated in May and June, proposals were solicited, received, and reviewed, and the Utilities Commission awarded the CMAR contract to Rice Lake Construction Group at its September meeting with a preconstruction services fee of \$8,500.</p> <p>In November, the Commission also approved Bolton &amp; Menk’s professional services agreement for design, CMAR coordination, and construction engineering and administration in a not-to-exceed amount of \$450,700.</p> <p>The project team held pricing and value engineering meetings in December 2025 and January 2026, with a third review scheduled for early March. The GMP was presented to the Utilities Commission in April, 2026 at a total project construction cost of \$5,300,000. This is the guaranteed price to construct the project, unless there is owner directed changes that would go through a change order process.</p> <p>The project is currently in the pre-qualification stage for the trade partners. After qualifications, the project bid packages will be completed and solicited to the prequalified trade partners to competitively bid on the project. Again, the GMP is set at \$5,300,000. If the project bids come in under the GMP, the contingency increases. If above the GMP, that is the risk of the CMAR.</p> | 25%  | Waiting  |           |
| Pedestrian Bridge                      | Public Works   | Staff is pursuing funding opportunities including State Bonding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25%  | Waiting  |           |
| Completed 2026                         |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |          |           |
| SAHA Funds                             | Community Dev  | <p>1/20 – City Council authorized staff to advertise proposal for available SAHA funds</p> <p>2/20 – Final submittal deadline to apply for SAHA funds</p> <p>3/2 – City Council will determine distribution of SAHA funds</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 100% | Complete | 3/5/2026  |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 100% | Complete | 5/14/2026 |

|                                      |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |          |           |
|--------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|-----------|
| Misdemeanor Prosecution Agreement    | Administration | <p>Agreement with Severson Porter (12/1)</p> <p>Staff has sent the agreement to the cities of Nisswa &amp; Baxter to get approval from their Councils.</p> <p>Executed fully on 1/5.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100% | Complete | 1/15/2026 |
| Kuepers Development                  | Community Dev  | <p>12/1 – City Council reviewed EAW and held public meeting</p> <p>12/15 – City Council to review EAW findings and will make declaration</p> <p>12/17 – Planning Commission recommended approval of the preliminary plat and PUD</p> <p>2/2/26 – City Council rezoned the parcels, approved final plat, and PUD.</p> <p>2/17/26 – City Council approved Stormwater Management Maintenance Agreement</p> <p>2/20/26 – Developer purchased property</p> <p>4/09/26 – Building Permit Issued</p>                                                                                                                                                                                                                                                                                                            | 100% | Complete | 4/15/2026 |
| Gustafson Park Development           | PW/CDD         | <p>12/8 - City Council directed staff to bring a preliminary plan to the Park Board for a formalized recommendation and receive a quote from a surveying company to replat the property (1/27)</p> <p>12/17 – Staff received estimate to replat Gustafson Park</p> <p>1/20/2026 Council voted to bring forth a resolution to dedicate Gustafson Park as a park and discontinue talks about development.</p>                                                                                                                                                                                                                                                                                                                                                                                              | 100% | Complete | 2/6/2026  |
| Baxter Information - WWTF Annexation | Administration | <p>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.</p> <p>Staff initially conducted research into the topic, finding an article published 11/22/2016 in the Brainerd Dispatch: “Member Bevans 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, Bevans said it was because Olson has not responded.”</p> <p>The City of Baxter has no data responsive to the request.</p> <p>4/7/2026 Our City Attorney provided documents that are attached to the 4/20 packet.</p> | 100% | Complete | 4/7/2026  |

|                                                            |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |          |          |
|------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| Stormwater<br>Retention Pond-<br>1001 Anabec St-<br>Bollig | Public Works | <p>1/13/26: Tim, CC Engineer called Mike (PW Director) to discuss the drainage concerns on Bollig’s property. If drainage study is requested by council, CC would be asked to assist with cost (30% per maintenance agreement), Tim plans to discuss with commissioner.</p> <p>2/9: Contract for Stormwater Study awarded to HR Green. Contract has been revised and agreed upon. Work is expected to occur over the spring with presentation to CC in roughly May.</p> <p>5/4 Receive report with options for Council – Council made a motion to reject the options laid out by the study and to do nothing.</p> | 100% | Complete | 5/5/2026 |
|------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|



# SPECIAL EVENT APPLICATION

## STREET/PARKING LOT CLOSURE

Date of Application: \_\_\_\_\_

Event applications must be submitted to the Public Works Department at 501 Laurel Street, Brainerd, MN 56401 or [administration@brainerdminn.gov](mailto:administration@brainerdminn.gov) 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           | First Lutheran Church                                              |
| Organization Address        | 424 Sth 8th St, Brainerd, Mn                                       |
| Event Contact Person        | Tesa Vikesland / Kelly Bevans                                      |
| Event Contact Phone         | 218-829-9552                                                       |
| Event Contact Email         | <a href="mailto:office@flcbrainerd.com">office@flcbrainerd.com</a> |
| Contact (Day of)            | June 7th                                                           |
| For Profit/Nonprofit Status | nonprofit                                                          |

### Event Information

#### Description of Activities

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

Outdoor Worship Summer Rally and Christ in the Neighborhood Hot Dog Feed to serve our FLC Neighbors and rally for the summer activities

**Event Details:**

| Event Date | Start Time | End Time | Event Location(s)                    |
|------------|------------|----------|--------------------------------------|
| 6.7.26     | 8:00am     | 3:00pm   | Norwood St between 8th St and 7th 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:

we provide our own

### Street Closure Request Information

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

South 7th St on Norwood through to Sth 8th St.

Date and Time for beginning of street closure: 8am 6.7.26 through 3pm on 6.7.26

Date and Time for reopening of streets: 3pm on 6.7.26

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):

there is easy access around just going one block North or South of Norwood there is easy emergency access, we are present throught the closer if need to reopen for access of emergency vehicles.

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@brainerdmin.gov](mailto:engineer@brainerdmin.gov).

### Hold Harmless Agreement and Insurance Information

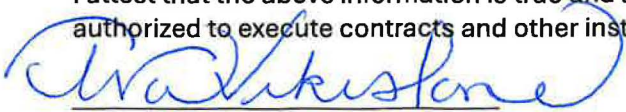
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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

**Tesa Vikesland**

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:



# SPECIAL EVENT APPLICATION

Date of Application: \_\_\_\_\_

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

Type of event:

☐  
☒

Event – City Parking Lot  
Event with Street Closure

☒  
☐

Event – City Park  
Other \_\_\_\_\_

Name of event: Walk for Hope - Suicide + Addiction

## Organizer Information

Organizer's Name:

Scott L. Schardin

Organizer's Address:

1001 Kingwood St.

Event Contact Person:

Sam

Event Contact Daytime Phone:

701-590-7680

Event Contact E-mail Address:

scottschardin@gmail

Contact Name/Number Day of Event:

Sam

For Profit/Nonprofit Status (type):

Seth Lane Schardin Foundation

## 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 |
|------------|------------|----------|------------------------------------------------|
| 6-13-26    | 11:00 AM   | 4:00 PM  | Start at LUM Park                              |
|            |            |          | Walk to Gregory                                |
|            |            |          | Park                                           |
|            |            |          |                                                |
|            |            |          |                                                |
|            |            |          |                                                |

☐ 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:

The plan is to walk from LUM Park to Gregory Park in an organized Fashion beginning around 1:00PM and ending at Gregory Park for food + music Approx: 75 to 100 people

### Site Information

Electrical usage

☒

Yes

☐

No

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

PA System - needs Power

Amplified Sound

☒

Yes

☐

No

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

Heavy PA System

Restrooms provided

☒

Yes

☒

No

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

Company contracted for restrooms: \_\_\_\_\_

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

Signs, banners, and/or posters/flyers

☐

Yes

☒

No

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

Trash Receptacle Disposal

☐

Yes

☒

No

Company contracted for trash receptacle disposal: \_\_\_\_\_

### Additional Event Information

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

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

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

## Street Closure Request Information

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

We will be crossing Mill Ave  
around 2:00

Date and time for beginning of street closures: \_\_\_\_\_

Date and time for reopening of streets: \_\_\_\_\_

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

---

---

---

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

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

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

## Contacts, Permits, and Fees Checklist

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

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

| Permit, License, or Checklist    | Yes | Pending | N/A | Contact (See contact information below)                                                                                                                                                              |
|----------------------------------|-----|---------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authorization to use a city park |     | X       |     | Contact the Parks & Recreation Department for information/procedure.                                                                                                                                 |
| Fire/EMS/Police support          |     | X       |     | Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor. |
| Food and vendor licenses         |     |         |     | 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   <a href="mailto:admin@ci.brainerd.mn.us">admin@ci.brainerd.mn.us</a>       |
| Parks and Recreation Department: | (218) 828-2320   <a href="mailto:parks@ci.brainerd.mn.us">parks@ci.brainerd.mn.us</a>       |
| Engineering Department:          | (218) 828-2307   <a href="mailto:engineer@ci.brainerd.mn.us">engineer@ci.brainerd.mn.us</a> |
| Planning Department:             | (218) 828-2307   <a href="mailto:planning@ci.brainerd.mn.us">planning@ci.brainerd.mn.us</a> |
| Police Department:               | (218) 829-2805   <a href="mailto:police@ci.brainerd.mn.us">police@ci.brainerd.mn.us</a>     |
| Fire Department:                 | (218) 828-2312   <a href="mailto:fire@ci.brainerd.mn.us">fire@ci.brainerd.mn.us</a>         |
| MN Commissioner of Revenue:      | (651) 282-5225   <a href="http://www.revenue.state.mn.us">www.revenue.state.mn.us</a>       |
| MN Department of Health          | (320) 223-7300   <a href="http://www.health.state.mn.us">www.health.state.mn.us</a>         |
| MNDOT Baxter Office              | (218) 828-5700   <a href="http://www.dot.state.mn.us">www.dot.state.mn.us</a>               |

## Hold Harmless Agreement and Insurance Information

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

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

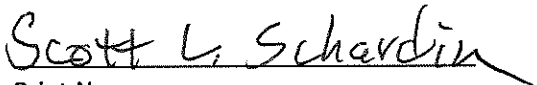
- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance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

## Signature of Event Applicant

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



Signature of Applicant



Print Name

## 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.

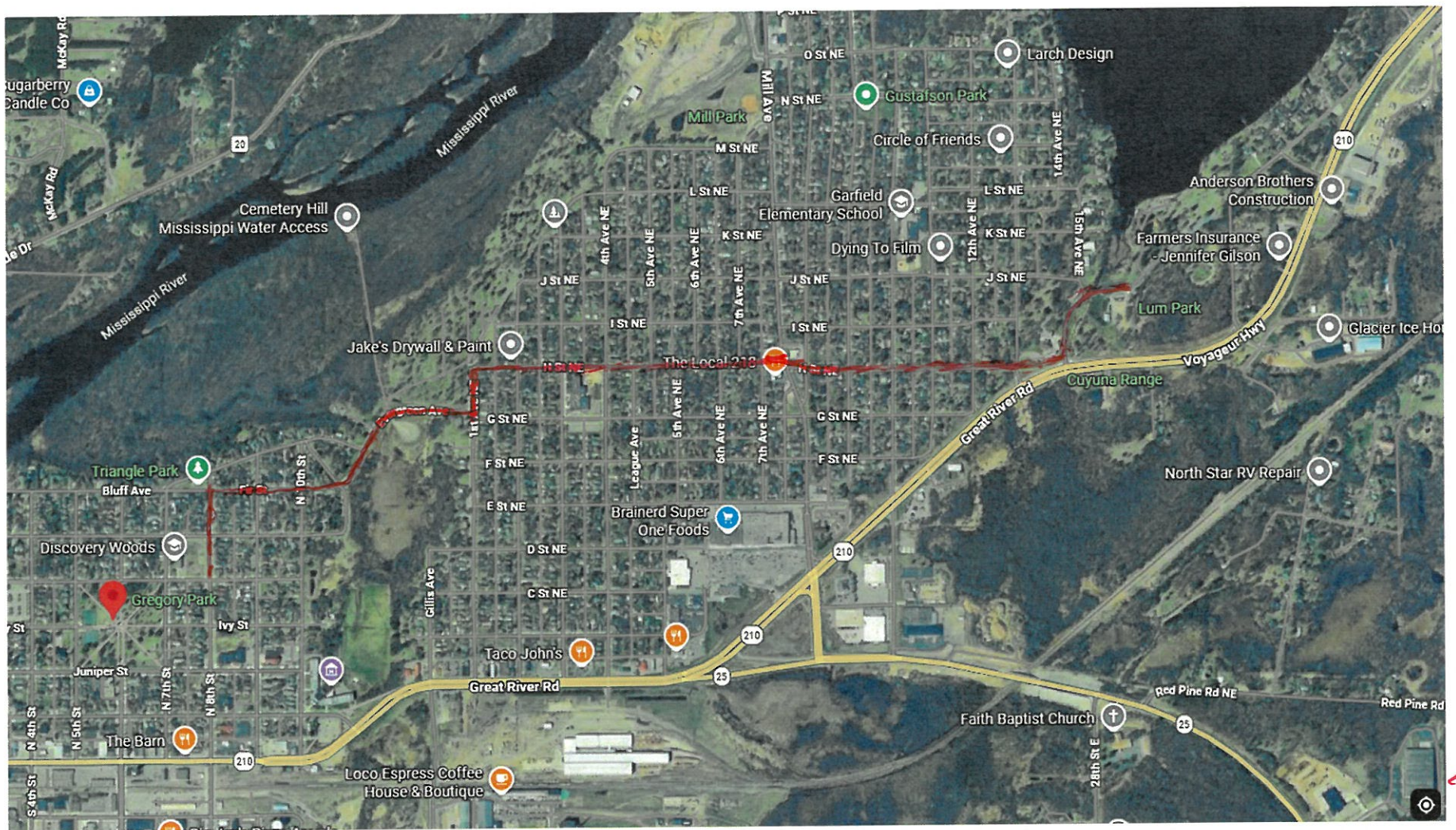
---

City Administrator

---

Date

Approval Conditions:





# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Updated Job Descriptions - Public Works Department

**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

**SUMMARY OF ISSUE**

Following the recent updates to the Organizational Chart, staff has begun revising job descriptions, starting with the Public Works Department. As revisions are completed and time permits, staff will submit each department's updated job descriptions for approval.

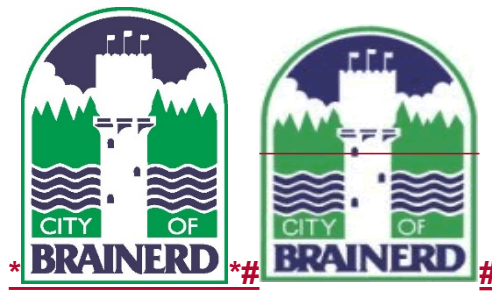
**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS**

**RECOMMENDED ACTION/MOTION**

Approve the attached updated Public Works Department job descriptions.

**FINANCIAL IMPACT**

N/A



## Senior Engineering Tech-/Project Coordinator

Department:- Public Works

FLSA Status:- Non-Exempt

### General Definition of Work

Performs intermediate skilled technical work assisting in the planning, reviewing, coordinating, implementing, inspecting projects, and enforcing code with regard to ~~the City Engineering's~~ public works projects. This position works ~~with the Assistant City Engineer~~ to define, establish, and attain the overall standards, policies, and goals and objectives of the project area for the City and perform diversified technical and management services related to the management and consistency of assigned improvement projects. ~~This position performs under the limited supervision of the Assistant City Engineer at a senior level in the assigned areas and is the lead on projects including research as well as mentoring interns.~~ ~~The Senior Engineering Tech/Project Coordinator shall report to the Deputy Public Works Director/City Engineer.~~

### Qualification Requirements

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

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

### Essential Functions

- Works independently under the general direction of the ~~Assistant City Engineer~~ ~~Deputy Public Works Director/City Engineer~~; ~~and has the primary responsibility of~~ managing assigned City Improvement projects including reviewing plans, administering permits, coordinating contractors, ~~and supervising seasonal engineering interns.~~
- Ensure projects meet ~~permit~~ and project specifications ~~and requirements of the permit and project~~; inspect ~~contractor~~ activities ~~and ensures~~ of contractors ~~and ensure they restore the~~ site ~~restoration~~ to City standards; ~~and~~ complete ~~s~~ map/record drawing updates as necessary.
- Develop, recommend, and manage projects, strategies, standards, and procedures consistent with organizational priorities; ~~Additional responsibilities include~~ assist with project review, timeline coordination, ~~as well as assisting with the~~ and administrative management of City Improvement projects.
- Administer operating rules and procedures under management guidance; perform advanced troubleshooting or analysis, and ~~frequently interacts to~~ provide detailed procedural explanations or technical responses.
- Use AutoCAD Civil 3D software to produce construction drawings, compute alignments, grades, quantities, and other information necessary for a comprehensive set of plans for the ~~construction of~~ streets, utilities, water resources or other engineering related projects.
- Perform construction ~~observation~~ observations on all types of City Improvement projects to ensure ~~that construction is~~ consistent with specifications, special provisions, and plans; ~~ensures construction is completed in accordance with construction documents.~~
- Perform or coordinate ~~s testing on materials used in construction projects~~ material testing; ~~construction procedures~~ and oversees ~~contractor-performed~~ tests ~~performed by contractors~~ for conformance to specifications.
- ~~Ensures construction is completed in accordance with construction documents.~~
- Assist in the inspection and enforcement of the City's erosion and sediment control ordinance and permitting process; Works with property owners, developers, and contractors on ~~compliance~~ erosion and sediment control.

- Coordinate ~~##~~ and perform ~~##~~ construction staking ~~\*and collect and analyze technical data for City Improvement Projects.\*#~~ needs. ~~##~~
- ~~\*Review\*# Collects and analyzes technical data for City Improvement projects; Reviews#~~ plans for needed easements, right of way, and governmental jurisdiction permits; ~~#and indicates this to the engineer for appropriate action; R#\*r~~ review ~~##~~ private development plans for conformance with City standards ~~#as well as #\*and\*~~ other regulatory agency ~~y requirements\*#ies#~~.
- Act ~~##~~ as liaison to contractors and the public; ~~#to provide information and solve problems; C#\*c~~ communicate ~~##~~ with property owners ~~#about construction projects\*# regarding project status, schedules, and property impacts\*#~~ and keeps them informed of the status of the project, including project explanations, answering questions about schedule and the impact to property; ~~C#\*c~~ coordinate ~~##~~ projects with other City departments and government agencies.
- Take ~~##~~ necessary measurements and maintain ~~##~~ complete records for ~~#accurate #as-built drawings# and records#~~; Maintain ~~##~~ complete daily ~~/# and #~~ weekly work records and prepare ~~##~~ monthly ~~#estimates of quantities for contractor payments#~~; ~~\*quarterly estimates for contractor payment;\*# Proficient in using a spreadsheet program to keep project records and payment vouchers;~~ ~~D#\*d~~ develop ~~##~~ project ~~#special\*~~ assessment proposals and documents for public hearings~~#, including computation and distribution of special assessment costs;#~~ ~~\*a\*#A#~~ assist ~~##~~ in the writing ~~#of complex documents, such as #~~ bid documents and specifications; ~~#M#\*m~~ manage ~~##~~ City infrastructure record drawings ~~\* and CAD standards. \*#~~; Maintains City construction details and CAD standards. ~~##~~
- Must be willing to work flexible hours\*,\* including overtime\*,\* when project inspections ~~#are needed#\*require it\*~~.
- Perform ~~#related task#\*other duties\*~~ as assigned.

## ~~#Senior Engineering Tech/Project Coordinator~~

### ~~Page 2#~~

#### Knowledge, Skills and Abilities

- Appl\*y\*~~ies#~~ knowledge of the principles, practices, methods, techniques, State statutes, rules, regulations and directives, tools and equipment used in technical engineering work in office and field, including drafting, cartography, engineering calculations, surveying and inspection work ~~##; as well as expertise, methodology, and techniques involved in the program coordination.##~~

## ~~\*Senior Engineering Tech/Project Coordinator~~

### ~~Page 2\*~~

#### ~~\*Knowledge, Skills and Abilities (Cont.)\*~~

- ~~—Knowledge of public works, engineering principles, #and #construction activities,##; Must be detailed# and possess strong technical skills.\*; knowledge of ordinances, regulations, and regulatory agencies dealing with public works and engineering functions.\*~~
- Utilize customer service skills so that people who contact the City with concerns in the areas of construction, plan review and other engineering ~~#items#\* topics\*~~ feel the City has provided an adequate response to their issue and addressed their issue to the greatest practical extent.\*; ~~ability to work cooperatively and establish good relations with all internal and external customers; ability to deal effectively and tactfully with property owners, contractors, engineers, and the general public.\*~~
- Knowledge of Microsoft Office programs and other computer applications including GIS and CAD; Skill in the use of GPS equipment and robotic total station equipment.
- ~~#Knowledge of ordinances, regulations, and regulatory agencies dealing with erosion control practices~~
- ~~Ability to work cooperatively and establish good relations with all internal and external customers; Ability to deal effectively and tactfully with property owners, contractors, engineers, and the general public; Skill set should include success working with and through people in establishing goals, objectives and action plans to produce expected results.~~
- ~~Demonstrated ability to develop and deliver effective operational programs.##~~
- Has excellent organizational, technology, and customer service skills; Ability to solve problems and troubleshoot technical issues; ~~\*a\*#A#~~ ble to simultaneously manage multiple projects and deadlines and coordinate department-wide projects, delegating when necessary.
- Demonstrate ~~##~~, by example, the highest standards of conduct, performance, integrity and public service; ~~\*a\*#A#~~ bility and desire to project a professional image through knowledge of job, positive attitude, and accurate and timely completion of work.
- ~~#Maintains mental capacity which permits making sound decisions and using good judgment, and demonstrating critical thinking capabilities.##~~
- Ability to effectively communicate both orally and in written format to communicate ideas, explanations and recommendations clearly using tact, sensitivity and understanding of diverse audiences to build trusting and cooperative relationships.
- Ability to act without supervision and to exercise appropriate independent judgment.

- Ability to enforce policies and regulations firmly, tactfully, and impartially-~~\*~~; maintain mental capacity which permits making sound decisions and using good judgment and demonstrating critical thinking capabilities.\*
- Demonstrate~~s#~~, by example, the highest standards of conduct, performance, integrity and public service.
- Able to initiate change and to implement new processes with the ability to motivate and provide leadership in area of expertise.

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

- High school diploma or GED.
- Associates/Technical degree with coursework in civil engineering, engineering technology, or related field and five years' experience performing surveying and/or engineering, or equivalent combination of education and experience.
- Possession of a valid MN driver's license prior to employment.
- Computer skills in a windows environment including the use of the Microsoft Office suite of programs, GIS and proficiency in AutoCAD computer aided design software, AutoCAD Civil 3D is preferred.
- Must hold a Minnesota Department of Transportation certification for erosion control, grading & base, bituminous, and concrete or have the ability to obtain within 1 year
- Municipal Engineering experience is desired.

### **Physical Requirements**

This work requires the frequently exertion of up to 25 pounds of force and the occasional exertion of up to 50 pounds of force; work regularly requires using hands to finger, handle or feel, frequently requires standing, walking, sitting, speaking or hearing and reaching with hands and arms and occasionally requires stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to extreme heat (non-weather), exposure to the risk of electrical shock and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

**Last Revised:** ~~#May 6, 2024#~~\*May 11, 2026\*



## Senior Engineering Tech/Project Coordinator

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Perform intermediate skilled technical work assisting in the planning, reviewing, coordinating, implementing, inspecting projects, and enforcing code with regard to public works projects. This position works to define, establish, and attain the overall standards, policies, and goals and objectives of the project area for the City and perform diversified technical and management services related to the management and consistency of assigned improvement projects. The Senior Engineering Tech/Project Coordinator shall report to the Deputy Public Works Director/City Engineer.

### **Qualification Requirements**

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

### **Essential Functions**

- Works independently under the general direction of the Deputy Public Works Director/City Engineer; manages assigned City Improvement projects including reviewing plans, administering permits, coordinating contractors.
- Ensure projects meet permit and project specifications ; inspect contractor activities and ensures site restoration to City standards; completes map/record drawing updates as necessary.
- Develop, recommend, and manage projects, strategies, standards, and procedures consistent with organizational priorities; assist with project review, timeline coordination, and administrative management of City Improvement projects.
- Administer operating rules and procedures under management guidance, perform advanced troubleshooting or analysis, and provide detailed procedural explanations or technical responses.
- Use AutoCAD Civil 3D software to produce construction drawings, compute alignments, grades, quantities, and other information necessary for a comprehensive set of plans for the streets, utilities, water resources or other engineering related projects.
- Perform construction observations on all types of City Improvement projects to ensure consistency with specifications, special provisions, and plans. ensures construction is completed in accordance with construction documents.
- Perform or coordinate material testing and oversees contractor-performed tests for conformance to specifications.
- Assist in the inspection and enforcement of the City's erosion and sediment control ordinance and permitting process; Works with property owners, developers, and contractors on compliance..
- Coordinate and perform construction staking and collect and analyze technical data for City Improvement Projects. .
- Review plans for needed easements, right of way, and governmental jurisdiction permits; review private development plans for conformance with City standards and other regulatory agency requirements.
- Act as liaison to contractors and the public; communicate with property owners regarding project status, schedules, and property impacts coordinate projects with other City departments and government agencies.
- Take necessary measurements and maintain complete records for as-built drawings; Maintain complete daily/weekly work records and prepare monthly; quarterly estimates for contractor payment; develop special assessment proposals and documents for public hearings; assist in the writing bid documents and specifications; manage City infrastructure record drawings and CAD standards.
- Must be willing to work flexible hours, including overtime, when project inspections require it.
- Perform other duties as assigned.

### **Knowledge, Skills and Abilities**

- Apply knowledge of the principles, practices, methods, techniques, State statutes, rules, regulations and directives, tools and equipment used in technical engineering work in office and field, including drafting, cartography, engineering calculations, surveying and inspection work.

# Senior Engineering Tech/Project Coordinator

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Knowledge of public works, engineering principles, construction activities, and possess strong technical skills; knowledge of ordinances, regulations, and regulatory agencies dealing with public works and engineering functions.
- Utilize customer service skills so that people who contact the City with concerns in the areas of construction, plan review and other engineering topics feel the City has provided an adequate response to their issue and addressed their issue to the greatest practical extent; ability to work cooperatively and establish good relations with all internal and external customers; ability to deal effectively and tactfully with property owners, contractors, engineers, and the general public.
- Knowledge of Microsoft Office programs and other computer applications including GIS and CAD; Skill in the use of GPS equipment and robotic total station equipment.
- Has excellent organizational, technology, and customer service skills; Ability to solve problems and troubleshoot technical issues; able to simultaneously manage multiple projects and deadlines and coordinate department-wide projects, delegating when necessary.
- Demonstrate, by example, the highest standards of conduct, performance, integrity and public service; ability and desire to project a professional image through knowledge of job, positive attitude, and accurate and timely completion of work.
- Ability to effectively communicate both orally and in written format to communicate ideas, explanations and recommendations clearly using tact, sensitivity and understanding of diverse audiences to build trusting and cooperative relationships.
- Ability to act without supervision and to exercise appropriate independent judgment.
- Ability to enforce policies and regulations firmly, tactfully, and impartially; maintain mental capacity which permits making sound decisions and using good judgment and demonstrating critical thinking capabilities.
- Demonstrate, by example, the highest standards of conduct, performance, integrity and public service.
- Able to initiate change and to implement new processes with the ability to motivate and provide leadership in area of expertise.

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

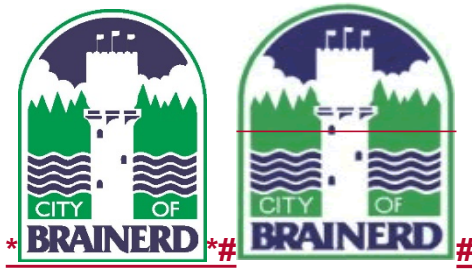
- High school diploma or GED.
- Associates/Technical degree with coursework in civil engineering, engineering technology, or related field and five years' experience performing surveying and/or engineering, or equivalent combination of education and experience.
- Possession of a valid MN driver's license prior to employment.
- Computer skills in a windows environment including the use of the Microsoft Office suite of programs, GIS and proficiency in AutoCAD computer aided design software, AutoCAD Civil 3D is preferred.
- Must hold a Minnesota Department of Transportation certification for erosion control, grading & base, bituminous, and concrete or have the ability to obtain within 1 year
- Municipal Engineering experience is desired.

### **Physical Requirements**

This work requires the frequently exertion of up to 25 pounds of force and the occasional exertion of up to 50 pounds of force; work regularly requires using hands to finger, handle or feel, frequently requires standing, walking, sitting, speaking or hearing and reaching with hands and arms and occasionally requires stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to extreme heat (non-weather), exposure to the risk of electrical shock and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

**Last Revised:** May 11, 2026



## Environmental Resources Technician

Department:- Public Works

FLSA Status: -Non-Exempt

### General Definition of Work

Performs intermediate skilled technical work performing administrative, enforcement, and technical duties in association with the Cities' MS4 program, Storm Water Pollution Prevention Plan (SWPPP), Sanitary Sewer Collection, Tree Policy, and associated City Codes for the Cities of Brainerd and Baxter. Performs work under the general and technical guidance of the ~~#City Engineer/Public Works Director and Assistant City Engineer.~~ ~~#\*Public Works Director and Deputy Public Works Director/City Engineer.\*~~

### Qualification Requirements

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

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

### Essential Functions

- Implement~~#s#~~ the current National Pollutant Discharge Elimination System (NPDES) storm water permits and current Municipal Separate Storm Sewer System (MS4) permits for the Cities of Brainerd and Baxter.
- Assist~~#s#~~ in the development of ordinances, policies, and specifications as they relate to the Cities' environmental protection goals.
- Update~~#s#~~ and maintain~~#s#~~ Stormwater webpages for Brainerd and Baxter.
- Assist~~#s#~~, plan~~#s#~~, implement~~#s#~~, and evaluate~~#s#~~ the operation and maintenance schedules for all storm water facilities, either personally, or through assigned staff or outside vendors.
- Responsible for compliance efforts of the NPDES Phase 2 Stormwater General Permit. Maintain~~#s#~~ Stormwater Management Plan and provide~~#s#~~ State agencies, City employees and the public with plan information as requested.
- Develop~~#s#~~, implement~~#s#~~, and present~~#s#~~ public education and public participation programs relative to the protection of the environment.
- Assist~~#s#~~ in the oversight and implementation of the spill response plan.
- Respond~~#s#~~ to customer service inquiries related to protection of the environment.
- Maintain~~#s#~~ files, records, and other databases; and operate~~#s#~~ various office equipment.
- Inspect~~#s#~~ construction activities, including grading, storm water ponds and sewers, erosion control measures, and related construction projects to ensure that work is in compliance with applicable local, State and Federal storm water regulations, laws, codes, policies, permits, and specifications.
- Inspect~~#s#~~ erosion issues throughout Brainerd and Baxter as needed.
- Enforce~~#s#~~ compliance as needed and/or prescribed.
- Issue~~#s#~~ Notice and Orders and provide~~#s#~~ recommendations for Administrative Penalties as needed to compel compliance with environmental protection regulations.
- Assist~~#s#~~ other City departments with compliance issues as needed.

- Review ~~##~~ plans, including grading, storm water retention ponds and sewers, erosion control measures, and related construction projects to ensure that work is in compliance with applicable local, State and Federal storm water regulations, laws, codes, policies, and specifications.
- Responsible for reviewing and administering Land Disturbance Permits.
- Assists with monitoring and managing storm water maintenance activities.
- Attendance during regularly scheduled work hours and outside regular hours as necessary.
- Perform ~~\*other duties\*~~ ~~#s-related tasks~~ ~~#as#~~ ~~necessary##~~ ~~\*assigned\*~~.

## Environmental Resources Technician

### Page 2

#### Knowledge, Skills and Abilities

- General knowledge of municipal utility infrastructure, construction methods, project inspection techniques, maps, easement documents, and construction documents.
- General knowledge of environmental principles, practices, and programs.
- General knowledge of local, State and Federal storm water regulations, laws, and regulations.
- Ability to create and maintain logs/records and conduct inventories.
- Ability to deal effectively with the public, citizens, contractors, developers, co-workers, and others with courtesy and discretion.
- Ability to remain professional and respectful when dealing with difficult and uncooperative individuals.
- Ability to communicate effectively both verbally and in writing.
- Ability to follow oral and written instructions; ability to work independently with minimal supervision to complete daily activities according to work schedules.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, other departments, vendors, contractors, and the general public.
- Skill in operating necessary tools and equipment such as GIS and CAD software, personal computer and word processing, spreadsheet, and database tools.

#### Education, Experience and Special Requirements

##### ~~#Minimum Qualifications#~~

- High school diploma or GED.
- Associates/Technical degree with coursework in Engineering, Natural Resources, Environmental Studies, Water Resources, or related field.
- Possession of a valid MN driver's license prior to employment.
- Possession of an Erosion/Sediment Control Specialist certification by the University of Minnesota or the ability to obtain certification within one year of employment.

##### Desirable Qualifications:

- Two years' municipal experience in surface water/stormwater management, environmental issues, and other related work.
- Experience dealing directly with the public while enforcing compliance with State and local laws.
- Experience with GIS software.
- Possession of a Regulatory Enforcement certification by the University of Minnesota.

#### Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires standing, walking and using hands to finger, handle or feel, frequently requires sitting, speaking or hearing, reaching with hands and arms and repetitive motions and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral

communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to the risk of electrical shock and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

**Last Revised: ~~#~~ ~~December~~ ~~#~~ ~~April~~ ~~#~~ ~~5~~ ~~#~~ ~~24~~ ~~\*~~, 202~~2~~ ~~#~~ ~~6~~ ~~\*~~**



## Environmental Resources Technician

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Performs intermediate skilled technical work performing administrative, enforcement, and technical duties in association with the Cities' MS4 program, Storm Water Pollution Prevention Plan (SWPPP), Sanitary Sewer Collection, Tree Policy, and associated City Codes for the Cities of Brainerd and Baxter. Performs work under the general and technical guidance of the Public Works Director and Deputy Public Works Director/City Engineer.

### **Qualification Requirements**

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

### **Essential Functions**

- Implement the current National Pollutant Discharge Elimination System (NPDES) storm water permits and current Municipal Separate Storm Sewer System (MS4) permits for the Cities of Brainerd and Baxter.
- Assist in the development of ordinances, policies, and specifications as they relate to the Cities' environmental protection goals.
- Update and maintain Stormwater webpages for Brainerd and Baxter.
- Assist, plan, implement, and evaluate the operation and maintenance schedules for all storm water facilities, either personally, or through assigned staff or outside vendors.
- Responsible for compliance efforts of the NPDES Phase 2 Stormwater General Permit. Maintain Stormwater Management Plan and provide State agencies, City employees and the public with plan information as requested.
- Develop, implement, and present public education and public participation programs relative to the protection of the environment.
- Assist in the oversight and implementation of the spill response plan.
- Respond to customer service inquiries related to protection of the environment.
- Maintain files, records, and other databases; and operate various office equipment.
- Inspect construction activities, including grading, storm water ponds and sewers, erosion control measures, and related construction projects to ensure that work is in compliance with applicable local, State and Federal storm water regulations, laws, codes, policies, permits, and specifications.
- Inspect erosion issues throughout Brainerd and Baxter as needed.
- Enforce compliance as needed and/or prescribed.
- Issue Notice and Orders and provide recommendations for Administrative Penalties as needed to compel compliance with environmental protection regulations.
- Assist other City departments with compliance issues as needed.
- Review plans, including grading, storm water retention ponds and sewers, erosion control measures, and related construction projects to ensure that work is in compliance with applicable local, State and Federal storm water regulations, laws, codes, policies, and specifications.
- Responsible for reviewing and administering Land Disturbance Permits.
- Assists with monitoring and managing storm water maintenance activities.
- Attendance during regularly scheduled work hours and outside regular hours as necessary.
- Perform other duties as assigned.

# Environmental Resources Technician

## Page 2

### Knowledge, Skills and Abilities

- General knowledge of municipal utility infrastructure, construction methods, project inspection techniques, maps, easement documents, and construction documents.
- General knowledge of environmental principles, practices, and programs.
- General knowledge of local, State and Federal storm water regulations, laws, and regulations.
- Ability to create and maintain logs/records and conduct inventories.
- Ability to deal effectively with the public, citizens, contractors, developers, co-workers, and others with courtesy and discretion.
- Ability to remain professional and respectful when dealing with difficult and uncooperative individuals.
- Ability to communicate effectively both verbally and in writing.
- Ability to follow oral and written instructions; ability to work independently with minimal supervision to complete daily activities according to work schedules.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, other departments, vendors, contractors, and the general public.
- Skill in operating necessary tools and equipment such as GIS and CAD software, personal computer and word processing, spreadsheet, and database tools.

### Education, Experience and Special Requirements

- High school diploma or GED.
- Associates/Technical degree with coursework in Engineering, Natural Resources, Environmental Studies, Water Resources, or related field.
- Possession of a valid MN driver's license prior to employment.
- Possession of an Erosion/Sediment Control Specialist certification by the University of Minnesota or the ability to obtain certification within one year of employment.

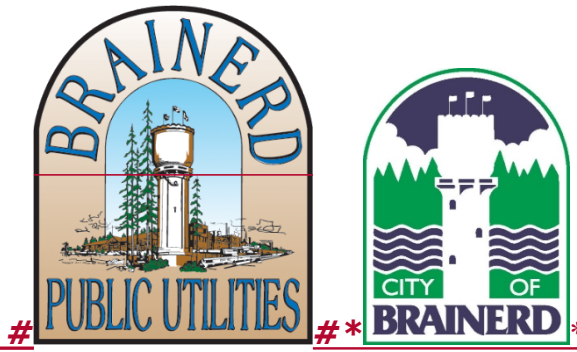
### Desirable Qualifications:

- Two years' municipal experience in surface water/stormwater management, environmental issues, and other related work.
- Experience dealing directly with the public while enforcing compliance with State and local laws.
- Experience with GIS software.
- Possession of a Regulatory Enforcement certification by the University of Minnesota.

### Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires standing, walking and using hands to finger, handle or feel, frequently requires sitting, speaking or hearing, reaching with hands and arms and repetitive motions and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to the risk of electrical shock and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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



## Water Crew Chief

Department: Public ~~#Utilities#\*Works\*~~  
Exempt

FLSA Status: Non-

### General Definition of Work

Perform~~#s#~~ responsible supervisory work overseeing and participating in the maintenance and repair of the~~#-utility's~~  
~~#water distribution system, assigning and scheduling work, maintaining records, preparing reports, and related work as~~  
~~apparent or assigned. \*The Water Crew Chief shall exercise general supervision over the Water Serviceworker. The~~  
~~Water Crew Chief shall report to the \*#-Work is performed under the limited supervision of the Operations~~  
~~Manager#\*Deputy Public Works Director/City Engineer.\*#- Supervision is exercised over Water construction crew~~  
~~personnel.#~~

### Qualification Requirements

~~\*Employee shall perform each essential function satisfactorily. The requirements listed below are representative of the~~  
~~knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from~~  
~~the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodation may be~~  
~~made for individuals with disabilities to enable them to perform their essential functions.\*~~  
~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The~~  
~~requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of~~  
~~specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical~~  
~~assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to~~  
~~perform the essential functions.#~~

### Essential Functions

- Plan~~#s#~~, organize~~#s#~~, direct~~#s#~~, and inspect~~#s#~~ the work of crews engaged in the installation and maintenance of watermains, fire hydrants, services, valves, meters and other related water distribution components; may operate heavy machinery necessary for installation and maintenance work.
- Coordinate~~#s#~~ and inspect~~#s#~~ water system work performed by contractors for private services or for system maintenance.
- Assist~~#s#~~ and advise~~#s#~~ Engineering Division inspectors for new and reconstruction infrastructure projects.
- Instruct~~#s#~~ subordinates in safety, methods of operation and maintenance of equipment.
- Participate~~#s#~~ in the work performed by water construction crew personnel.
- Ensure~~#s#~~ that water system operation~~#s#~~ and work assignments are carried out within acceptable standards
- Locate~~#s#~~ and repair~~#s#~~ leaks, low pressure, and other trouble reports in the water distribution system.
- Maintain~~#s#~~ vehicles, equipment and shop areas; work~~#s#~~ with purchasing staff to maintain inventory of appropriate levels of materials.
- Provide~~#s#~~ guidance to the ~~#Operations Manager#\*Deputy Public Works Director/City Engineer\*~~ regarding water main standards and specifications for upcoming projects; Assist~~#s#~~ with research and make~~#s#~~ recommendations for capital purchases.
- Participating in the on-call rotation is required; Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Prepare~~#s#~~ and maintain~~#s#~~ records of work performed.
- Maintain~~#s#~~ state certification~~#s#~~ for operation~~#s#~~ by attending training seminars.
- Assist~~#s#~~ other ~~#Public Utilities #~~service crews as needed and in emergencies.

- Perform~~#s#~~ \*other duties as assigned. -~~\*#related tasks as required.#~~

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the technique~~#s#~~, material~~#s#~~ and equipment used in the construction, maintenance and repair of water lines and related equipment~~#.;~~
- General knowledge of the layout of the existing water distribution network.
- Thorough knowledge of the rules and regulations governing equipment operations and ~~#utility#~~ repair work performed in or on public roads and right-of-ways.
- Knowledge of the method~~#s#~~, practice~~#s#~~ and tools of the plumbing and pipe fitting trades.
- \*Thorough knowledge of the hazards connected with water system maintenance and the necessary safety precautions to comply with current policy and OSHA safety requirements. \*

•

### Knowledge, Skills and Abilities (Cont.)

- ~~Thorough knowledge of the hazards connected with water system maintenance and the necessary safety precautions to comply with BPU and OSHA safety requirements;~~
- Knowledge of chemicals used for water treatment and disinfection.
- General knowledge of, and the ability to operate equipment used in the water distribution system which may include meters, gauges, and underground locators.
- Ability to plan and supervise the work of subordinates.
- Leadership including problem solving and decision making.
- Ability to read and interpret documents such as blueprints, ~~BPU~~ safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Working knowledge of computers and related ~~BPU~~ software and communications systems.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Ability to respond to inquiries in a prompt and professional manner regarding questions, concerns, and problems that arise.
- Ability to deal with angry and hostile customers in water turnoff situations.

### Education, Experience and Special Requirements

- High School Diploma or general education degree (GED).
- Four (4) years of training and/or experience in any combination of:
  - Operating and servicing of a variety of heavy, medium and small-sized equipment in the water utility trade;
  - Installation, maintenance and repair of water production and distribution systems; or
  - Relevant technical training.
- Possession of a MDH Class D Water Operators.
- Minnesota Class A commercial driver's license with air brake endorsement or ability to obtain within one year of hire.

The following are highly desirable qualifications when hiring:

- Possession of a MDH Class C Water Operators Certificate or higher.
- Graduation from Technical/Community College training program with specialized training in water operations.

### Physical Requirements

This is heavy work requiring the exertion of up to 100 pounds of force rarely – not daily, up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work regularly requires speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting, frequently requires standing, walking, climbing or balancing and repetitive motions and occasionally requires sitting and tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and night vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and sometimes exposed to extreme weather temperatures including wind chill, frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts and exposure to fumes or airborne particles and occasionally requires working in high, precarious places, exposure to toxic or caustic chemicals, and exposure to the risk of electrical shock; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

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

Last Revised: ~~#February#April~~ ~~\*#22#\*24\*~~, 202~~\*#4#\*6\*~~



## Water Crew Chief

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Perform responsible supervisory work overseeing and participating in the maintenance and repair of the water distribution system, assigning and scheduling work, maintaining records, preparing reports, and related work as apparent or assigned. The Water Crew Chief shall exercise general supervision over the Water Serviceworker. The Water Crew Chief shall report to the Deputy Public Works Director/City Engineer.

### **Qualification Requirements**

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

### **Essential Functions**

- Plan, organize, direct, and inspect the work of crews engaged in the installation and maintenance of watermain, fire hydrants, services, valves, meters and other related water distribution components; may operate heavy machinery necessary for installation and maintenance work.
- Coordinate and inspect water system work performed by contractors for private services or for system maintenance.
- Assist and advise Engineering Division inspectors for new and reconstruction infrastructure projects.
- Instruct subordinates in safety, methods of operation and maintenance of equipment.
- Participate in the work performed by water construction crew personnel.
- Ensure that water system operation and work assignments are carried out within acceptable standards
- Locate and repair leaks, low pressure, and other trouble reports in the water distribution system.
- Maintain vehicles, equipment and shop areas; work with purchasing staff to maintain inventory of appropriate levels of materials.
- Provide guidance to the Deputy Public Works Director/City Engineer regarding water main standards and specifications for upcoming projects; Assist with research and make recommendations for capital purchases.
- Participating in the on-call rotation is required; Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Prepare and maintain records of work performed.
- Maintain state certification for operation by attending training seminars.
- Assist other service crews as needed and in emergencies.
- Perform other duties as assigned.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the technique, material and equipment used in the construction, maintenance and repair of water lines and related equipment.
- General knowledge of the layout of the existing water distribution network.
- Thorough knowledge of the rules and regulations governing equipment operations and repair work performed in or on public roads and right-of-ways.
- Knowledge of the method, practice and tools of the plumbing and pipe fitting trades.
- Thorough knowledge of the hazards connected with water system maintenance and the necessary safety precautions to comply with current policy and OSHA safety requirements.

# Water Crew Chief

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Knowledge of chemicals used for water treatment and disinfection.
- General knowledge of, and the ability to operate equipment used in the water distribution system which may include meters, gauges, and underground locators.
- Ability to plan and supervise the work of subordinates.
- Leadership including problem solving and decision making.
- Ability to read and interpret documents such as blueprints, safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Working knowledge of computers and related software and communications systems.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Ability to respond to inquiries in a prompt and professional manner regarding questions, concerns, and problems that arise.
- Ability to deal with angry and hostile customers in water turnoff situations.

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

- High School Diploma or general education degree (GED).
- Four (4) years of training and/or experience in any combination of:
  - Operating and servicing of a variety of heavy, medium and small-sized equipment in the water utility trade;
  - Installation, maintenance and repair of water production and distribution systems; or
  - Relevant technical training.
- Possession of a MDH Class D Water Operators.
- Minnesota Class A commercial driver's license with air brake endorsement or ability to obtain within one year of hire.

The following are highly desirable qualifications when hiring:

- Possession of a MDH Class C Water Operators Certificate or higher.
- Graduation from Technical/Community College training program with specialized training in water operations.

### **Physical Requirements**

This is heavy work requiring the exertion of up to 100 pounds of force rarely – not daily, up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work regularly requires speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting, frequently requires standing, walking, climbing or balancing and repetitive motions and occasionally requires sitting and tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and night vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and sometimes exposed to extreme weather temperatures including wind chill, frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts and exposure to fumes or airborne particles and occasionally requires working in high, precarious places, exposure to toxic or caustic chemicals, and exposure to the risk of electrical shock; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

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

**Last Revised: April 24, 2026**



## Water Serviceworker

Department: ~~#Public Utilities#~~\*Public Works \*

FLSA

Status: Non-Exempt

### General Definition of Work

Performs ~~#responsible #~~skilled trades work installing and maintaining the utility's water distribution system including water lines, hydrants, meters and related work as apparent or assigned. ~~\*The Water Serviceworker shall report to the\*#~~ Work is performed under the moderate supervision of the ~~#~~ Water Crew Chief.

### Qualification Requirement

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

*~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:#~~*

### Essential Functions

- Install~~#s#~~ and maintain~~#s#~~ watermains, fire hydrants, services, valves, meters and other related water distribution components; may operate heavy machinery necessary for installation and maintenance work. Oversee~~#s#~~ water system work performed by contractors.
- Locate~~#s#~~ and repair~~#s#~~ leaks, low pressure, and other trouble reports in the water distribution system.
- Maintain~~#s#~~ vehicles, equipment and shop areas.
- Participation in the on-call rotation is required; Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Prepare~~#s#~~ and maintain~~#s#~~ records of work performed.
- Maintain~~#s#~~ state certifications for operations by attending training seminars.
- Assist~~#s#~~ other ~~#Public Utilities#~~ service crews as needed and in emergencies.
- Perform~~#s#~~ related tasks as required.

### Knowledge, Skills and Abilities

- Thorough knowledge of the technique~~#s#~~, material~~#s#~~ and equipment used in the construction,

- maintenance and repair of water lines and related equipment;
- General knowledge of the rules and regulations governing equipment operations and utility repair work performed in or on public roads and right-of-ways.
- Knowledge of the methods, practices and tools of the plumbing and pipe fitting trades.
- Knowledge of chemicals used for water treatment and disinfection.
- Thorough knowledge of the hazards connected with water system maintenance and the necessary safety precautions to comply with ~~\*current policy\*~~ ~~Public Utilities~~ and OSHA safety requirements.
- General knowledge of, and the ability to operate, equipment used in the water distribution system. May include meters, gauges, and underground locators.
- ~~Ability to read and interpret documents such as Public Utilities safety rules, operating and maintenance instructions, procedure manuals, and policies.~~
- ~~Working knowledge of computers and related Public Utilities software and communication system.~~

## Water Serviceworker

### Page 2

#### Knowledge, Skills and Abilities (Cont.)

- ~~\*Working knowledge of computers and related software and communication systems.\*~~
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers and supervisors; respond ~~s~~ to inquiries when in the field in a prompt and professional manner regarding questions, concerns, and problems that arise.
- Ability to deal with angry and hostile customers in water turnoff situations.

#### Education, Experience and Special Requirements:

- High School Diploma or general education degree (GED).
- Possession of a MDH Class D Water Operators Certificate or ability to obtain within eighteen (18) months of hire.
- Minnesota Class A Commercial Driver's License with air brake endorsement or ability to obtain within one year of hire.

#### ~~#The following are highly desirable qualifications when hiring:\*~~ Desired Qualifications:\*

- Possession of a MDH Class C Water Operators Certificate or higher.
- Must have a minimum of two (2) years technical training and/or applicable job experience in the operation and maintenance of a water utility system.
- Graduation from Technical/Community College training program with specialized training in water operations.

#### Physical Requirements

This is heavy work requiring the exertion of up to 100 pounds of force rarely – not daily, up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work regularly requires speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting, frequently requires standing, walking, climbing or balancing and repetitive motions and occasionally requires sitting and tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and night vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information

through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and sometimes exposed to extreme weather temperatures including wind chill, frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts and exposure to fumes or airborne particles and occasionally requires working in high, precarious places, exposure to toxic or caustic chemicals, and exposure to the risk of electrical shock; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

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

**Last Revised: ~~#February~~ #\*April 2\*4, 2026**



## Water Serviceworker

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Performs skilled trades work installing and maintaining the utility's water distribution system including water lines, hydrants, meters and related work as apparent or assigned. The Water Serviceworker shall report to the Water Crew Chief.

### **Qualification Requirement**

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

### **Essential Functions**

- Install and maintain watermain, fire hydrants, services, valves, meters and other related water distribution components; may operate heavy machinery necessary for installation and maintenance work. Oversee water system work performed by contractors.
- Locate and repair leaks, low pressure, and other trouble reports in the water distribution system.
- Maintain vehicles, equipment and shop areas.
- Participation in the on-call rotation is required; Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Prepare and maintain records of work performed.
- Maintain state certifications for operations by attending training seminars.
- Assist other service crews as needed and in emergencies.
- Perform related tasks as required.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the technique, material and equipment used in the construction, maintenance and repair of water lines and related equipment;
- General knowledge of the rules and regulations governing equipment operations and utility repair work performed in or on public roads and right-of-ways.
- Knowledge of the methods, practices and tools of the plumbing and pipe fitting trades.
- Knowledge of chemicals used for water treatment and disinfection.
- Thorough knowledge of the hazards connected with water system maintenance and the necessary safety precautions to comply with current policy and OSHA safety requirements.
- General knowledge of, and the ability to operate, equipment used in the water distribution system. May include meters, gauges, and underground locators.
- Ability to read and interpret documents such as Public Utilities safety rules, operating and maintenance instructions, procedure manuals, and policies.

# Water Serviceworker

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Working knowledge of computers and related software and communication systems.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers and supervisors; respond to inquiries when in the field in a prompt and professional manner regarding questions, concerns, and problems that arise.
- Ability to deal with angry and hostile customers in water turnoff situations.

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

- High School Diploma or general education degree (GED).
- Possession of a MDH Class D Water Operators Certificate or ability to obtain within eighteen (18) months of hire.
- Minnesota Class A Commercial Driver's License with air brake endorsement or ability to obtain within one year of hire.

### **Desired Qualifications:**

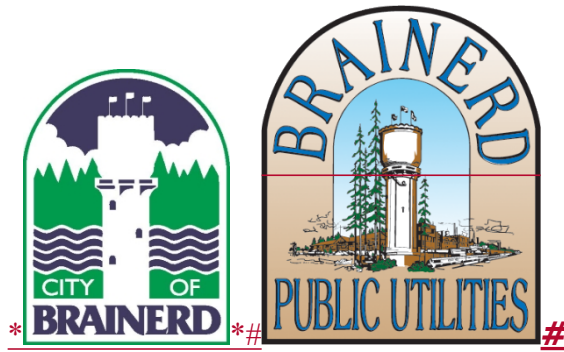
- Possession of a MDH Class C Water Operators Certificate or higher.
- Must have a minimum of two (2) years technical training and/or applicable job experience in the operation and maintenance of a water utility system.
- Graduation from Technical/Community College training program with specialized training in water operations.

### **Physical Requirements**

This is heavy work requiring the exertion of up to 100 pounds of force rarely – not daily, up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work regularly requires speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting, frequently requires standing, walking, climbing or balancing and repetitive motions and occasionally requires sitting and tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and night vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and sometimes exposed to extreme weather temperatures including wind chill, frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts and exposure to fumes or airborne particles and occasionally requires working in high, precarious places, exposure to toxic or caustic chemicals, and exposure to the risk of electrical shock; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

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

**Last Revised: April 24, 2026**



## Water/Wastewater Manager

Department: Public ~~# Utilities~~ ~~\* Works~~  
Exempt

FLSA Status:

### General Definition of Work

Performs difficult technical and administrative work supervising the operations of Class B Water Plant and Class A Major Wastewater Treatment Plant (WWTP) ~~##~~; ~~does related work as required.~~ ~~\*The Water/Wastewater Manager shall exercise general supervision over Water and Wastewater personnel. The Water/Wastewater Manager shall report to the Public Works Director.~~ ~~\*Work is performed under general direction of Public Utilities Director. Continuous supervision is exercised over Water Plant and Wastewater personnel.~~ ~~##~~

### Qualification Requirements

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

~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.##~~

### Essential Functions

- Manage ~~##~~ the operation of ~~#Public Utilities~~ ~~\*the~~ Class A Major WWTP, certified wastewater lab, delegated pretreatment program, and lift stations; ensure ~~##~~ compliance with operating permit requirements; maintaining records; preparing reports.
- Administrate ~~##~~ pretreatment discharge permits for industrial and commercial dischargers.
- Supervise ~~##~~ Water/Wastewater personnel in the performance of their duties; evaluate ~~##~~ data and plant operation to ensure compliance. Responsible person for the National Pollutant Discharge Elimination System (NPDES) permit and Public Water System (PWS) through affiliated Federal and State Agencies.
- Oversee ~~##~~ all aspects of the biosolids application process.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommend ~~##~~ hiring for Water ~~#Plant~~ ~~##~~ and Wastewater personnel.
- Inspect ~~##~~ the WWTP and WTP equipment to ascertain that it is in proper operation at all times; monitor ~~##~~ treatment process and flow throughout the plant; oversee ~~##~~ the repair and maintenance of plant equipment and reports major repair needs to Public ~~#Utilities~~ ~~\*Works~~ ~~\*Director~~; assist ~~##~~ in troubleshooting electrical, mechanical, chemical, biological, hydraulic and pneumatic systems.
- Oversee ~~##~~ the maintenance of records of plant operations, analytical lab results, and prepare ~~##~~ periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.

- Inspect~~##~~ and monitor~~##~~ WWTP equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of wastewater and the disposal of biosolids; take~~##~~ samples of wastewater at various stages of treatment processes in the WWTP.
- Confer~~##~~ with consultants and engineers; and federal and state agencies for both wastewater treatment and water production/treatment.
- Consult~~##~~ with vendors; order~~##~~ equipment and parts for both wastewater treatment and water production/treatment.
- Participate~~##~~ in the development and administration of capital improvement budget, operating budgets and monitor~~##~~ effective and efficient use of budgeted funds, personnel, materials, facilities, and time for both wastewater treatment and water production/treatment.
- Perform~~##~~ regular duties of a wastewater operator when required.
- Maintain~~##~~ state certifications for both wastewater treatment and water production/treatment operations by attending certification seminars.
- Perform~~##~~ other duties as assigned.

## Water/Wastewater Manager

### Page 2

#### Knowledge, Skills and Abilities

- Thorough knowledge of the operating characteristics and maintenance requirements of wastewater and water tools, materials, and equipment with the ability to detect flaws and to determine proper remedial measures~~##~~
- Thorough knowledge of hydraulic, chemical, analytical, and mechanical principles pertinent to wastewater and water operations~~##~~
- Thorough knowledge of the occupational hazards of ~~the~~ work and of necessary safety precautions to comply with ~~\*current policy\*~~~~##~~ and OSHA safety requirements~~##~~.
- Ability to read, interpret, and implement documents such as ~~BPU~~ safety rules, operating and maintenance instructions, procedure manuals, and policies~~##~~
- Ability to write reports, business correspondence and procedure manuals~~##~~
- Ability to effectively present information and respond to questions from subordinates, supervisors, regulatory agencies, and customers~~##~~
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations~~##~~
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists~~##~~
- Ability to develop and interpret a variety of instructions and plans furnished in written, oral, and drawing form~~##~~
- Ability to understand and follow moderately complex oral and written instruction~~##~~; ability to read meters and charts accurately and to maintain records of operations~~##~~
- Skilled in the use and care of laboratory testing and analysis equipment and instruments~~##~~
- Ability to assign and supervise the work of others~~##~~
- Ability to establish and maintain effective working relationships with employees, regulatory agency officials and the general public.

#### Education, Experience and Special Requirements

- Associates/Technical degree in wastewater and water technology; extensive experience in wastewater and water plant operations including considerable supervisory experience or equivalent education and experience.
- Possession of a MPCA Class A Wastewater Operators Certificate.
- Possession of a MPCA Type 4 Application Certificate.
- Possession of a Minnesota Class D driver's license.
- Possession of a MDH Class B or higher Water Operators Certificate.
- Experience in a Certified Laboratory is desirable.

#### Physical Requirements

This work requires the regular exertion of up to 10 pounds of force; frequent exertion of up to 25 pounds of force; and rarely, not daily, exertion of up to 50 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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

**Last Revised: ~~# March 15, 2024~~ # May 13, 2026\***



## Water/Wastewater Manager

Department: Public Works

FLSA Status: Exempt

### **General Definition of Work**

Perform difficult technical and administrative work supervising the operations of Class B Water Plant and Class A Major Wastewater Treatment Plant (WWTP). The Water/Wastewater Manager shall exercise general supervision over Water and Wastewater personnel. The Water/Wastewater Manager shall report to the Public Works Director.

### **Qualification Requirements**

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

### **Essential Functions**

- Manage the operation of the Class A Major WWTP, certified wastewater lab, delegated pretreatment program, and lift stations; ensure compliance with operating permit requirements; maintaining records; preparing reports.
- Administrate pretreatment discharge permits for industrial and commercial dischargers.
- Supervise Water/Wastewater personnel in the performance of their duties; evaluate data and plant operation to ensure compliance. Responsible person for the National Pollutant Discharge Elimination System (NPDES) permit and Public Water System (PWS) through affiliated Federal and State Agencies.
- Oversee all aspects of the biosolids application process.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommend hiring for Water and Wastewater personnel.
- Inspect the WWTP and WTP equipment to ascertain that it is in proper operation at all times; monitor treatment process and flow throughout the plant; oversee the repair and maintenance of plant equipment and reports major repair needs to Public Works Director; assist in troubleshooting electrical, mechanical, chemical, biological, hydraulic and pneumatic systems.
- Oversee the maintenance of records of plant operations, analytical lab results, and prepare periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.
- Inspect and monitor WWTP equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of wastewater and the disposal of biosolids; take samples of wastewater at various stages of treatment processes in the WWTP.
- Confer with consultants and engineers; and federal and state agencies for both wastewater treatment and water production/treatment.
- Consult with vendors; order equipment and parts for both wastewater treatment and water production/treatment.
- Participate in the development and administration of capital improvement budget, operating budgets and monitor effective and efficient use of budgeted funds, personnel, materials, facilities, and time for both wastewater treatment and water production/treatment.
- Perform regular duties of a wastewater operator when required.
- Maintain state certifications for both wastewater treatment and water production/treatment operations by attending certification seminars.
- Perform other duties as assigned.

# Water/Wastewater Manager

## Page 2

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the operating characteristics and maintenance requirements of wastewater and water tools, materials, and equipment with the ability to detect flaws and to determine proper remedial measures.
- Thorough knowledge of hydraulic, chemical, analytical, and mechanical principles pertinent to wastewater and water operations.
- Thorough knowledge of the occupational hazards of work and of necessary safety precautions to comply with current policy and OSHA safety requirements.
- Ability to read, interpret, and implement documents such as safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to write reports, business correspondence and procedure manuals.
- Ability to effectively present information and respond to questions from subordinates, supervisors, regulatory agencies, and customers.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Ability to develop and interpret a variety of instructions and plans furnished in written, oral, and drawing form.
- Ability to understand and follow moderately complex oral and written instruction; ability to read meters and charts accurately and to maintain records of operations.
- Skilled in the use and care of laboratory testing and analysis equipment and instruments.
- Ability to assign and supervise the work of others.
- Ability to establish and maintain effective working relationships with employees, regulatory agency officials and the general public.

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

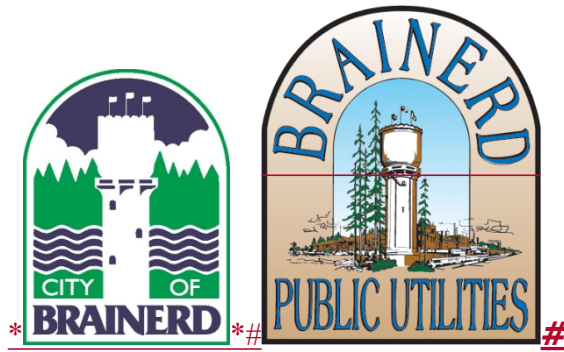
- Associates/Technical degree in wastewater and water technology; extensive experience in wastewater and water plant operations including considerable supervisory experience or equivalent education and experience.
- Possession of a MPCA Class A Wastewater Operators Certificate.
- Possession of a MPCA Type 4 Application Certificate.
- Possession of a Minnesota Class D driver's license.
- Possession of a MDH Class B or higher Water Operators Certificate.
- Experience in a Certified Laboratory is desirable.

### **Physical Requirements**

This work requires the regular exertion of up to 10 pounds of force; frequent exertion of up to 25 pounds of force; and rarely, not daily, exertion of up to 50 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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

**Last Revised: May 13, 2026**



## Water Plant Chief Operator

Department: Public ~~#Utilities#~~\*Works\*  
Exempt

FLSA Status: Non-

### General Definition of Work

Performs difficult skilled trades work overseeing and participating in the operation, maintenance and repair of the municipal water supply system that includes a Class B water treatment plant and related facilities, and related work as apparent or assigned. ~~#Work is performed under the general supervision of the Water/Wastewater Manager. Supervision is exercised over all Water Plant personnel and other personnel as assigned. #~~\*The Water Plant Chief Operator shall exercise general supervision over Water Plant personnel. The Water Plant Chief Operator shall report to the Water/Wastewater Manager.\*

### Qualification Requirements

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

~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.#~~

### Essential Functions

- Operate~~#s#~~ water treatment facility and outside assets including booster stations, water towers, and wells.
- Operate~~#s#~~ a water supply system in compliance with operating guidelines; ensure~~#s#~~ safe drinking water.
- ~~#Assists in the recruitment and hiring of staff; supervises, assigns, and schedules staff.#~~
- ~~\*Assists Water/Wastewater Manager with\*~~ ~~#Instructs#~~ personnel in safety, method~~#s#~~ of operation and maintenance of equipment.
- Participate~~#s#~~ in the work performed by personnel by inspecting the plant and equipment to ascertain that it is in proper operation at all times; monitor~~#s#~~ treatment process and flow throughout plant; perform~~#s#~~ repair and maintenance of equipment and report~~#s#~~ major repair needs to the Water/Wastewater Manager; troubleshoot~~#s#~~ electricity, telemetry, mechanical, chemical, hydraulic and pneumatic systems; conduct~~#s#~~ repairs.
- Maintain~~#s#~~ inventory of supplies and equipment; place~~#s#~~ orders to ensure crews have appropriate materials and equipment for work assignments as authorized; monitor~~#s#~~ the effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Coordinate~~#s#~~ ~~\*daily\*~~ activities with ~~#other departments and supervisors#~~ ~~\*Water/Wastewater Manager\*~~.
- Perform~~#s#~~ facility custodial and ground~~#s#~~ maintenance duties.
- ~~#Receives and responds to inquiries from the public in a prompt and professional manner regarding questions, concerns, and problems that arise.#~~
- Assist~~#s#~~ Water/Wastewater Manager in researching and making recommendations for capital equipment purchases.
- ~~#Covers shifts for Water Plant Operators on an as needed basis.#~~
- Read~~#s#~~ various charts, graphs, gauges and meters to record plant operations and prepare~~#s~~ reports for submission to regulatory agencies, superiors or others as required.
- Analyze~~#s#~~ water samples; adjust~~#s#~~ proper chemical feeds.

- ~~#After business hours receives and dispatches calls for water, wastewater and electric crews. Assists with trouble calls if requested.#~~
- ~~#Maintains security of treatment plant#~~\*Participates in the ~~on-call~~on-call rotation and\*~~#;~~# respond~~#s#~~ to alarms and emergency situations.
- Monitor~~#s#~~ all ~~#Public Utilities#~~\*water\* systems using SCADA.
- Maintain~~#s#~~ state certifications for operations by attending training seminars.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assist~~#s#~~ other ~~#Public Utilities #~~service crews as needed and in emergencies.
- Perform \*other duties\* ~~#s related tasks #~~as assigned.

**\*Knowledge, Skills and Abilities**

- Thorough knowledge of the principles, practices, equipment, tools and materials used in water treatment and distribution system; thorough knowledge of general equipment, repair and maintenance.
- Ability to plan and supervise the work of subordinates.
- Leadership including problem solving and decision making.
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA. \*

# Water Plant Chief Operator

## Page 2

### Knowledge, Skills and Abilities *\*(Cont.)\**

- ~~• Thorough knowledge of the principles, practices, equipment, tools and materials used in water treatment and distribution system; thorough knowledge of general equipment, repair and maintenance.~~
- ~~• Ability to plan and supervise the work of subordinates.~~
- ~~• Leadership including problem solving and decision making.~~
- ~~• Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA; #~~
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with #BPU #\*current policy\* and OSHA safety requirements. ##
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists. ##
- Considerable knowledge of #BPU's #communication systems and procedures. ##
- General knowledge of the geography of #BPU #\*the \*service territory including location of important buildings. ##
- Ability to read meters and gauges accurately and to maintain records of operation #s#. ##
- Ability to write routine reports and correspondence. ##
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments. ##
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations. ##
- Ability to plan #work load# #workload\* to meet time requirements.
- Ability to read and interpret documents such as #BPU #safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to deal with the public under stressful conditions. ##
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

### Education, Experience and Special Requirements

- High School Diploma or \*G\*# g#eneral \*E\*#e#ducation \*D\*#d#egree (GED);
- Must have a minimum of five #years# \*years\* experience and/or technical training in the operation and maintenance of a comparable water treatment system;
- Valid driver's license;
- Possess MDH Class B Water Operator Certificate or the ability to obtain within six (6) months from bid award; and
- Minnesota Special Class Boilers Operating Engineers License or ability to obtain within one (1) year of hire.

### ~~#The following are d##D~~esirable \*Q\*#q#ualifications:

- Possession of MDH Water Class A Operator certificate.
- Possession of MPCA Wastewater Class "D" or higher Operator certificate.
- Graduation from Technical/Community College training program with specialized training in water operations.
- A one (1) year combination of training and experience in the operation of utility water, wastewater, and electric systems or the equivalent technical training.

### Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and repetitive motions, frequently using hands to finger, handle or feel, tasting or smelling and lifting and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to other accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration, wearing

a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location.

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

Last Revised: ~~\*May 13, 2026\*~~~~#February 1, 2024#~~



## Water Plant Chief Operator

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Perform difficult skilled trades work overseeing and participating in the operation, maintenance and repair of the municipal water supply system that includes a Class B water treatment plant and related facilities, and related work as apparent or assigned. The Water Plant Chief Operator shall exercise general supervision over Water Plant personnel. The Water Plant Chief Operator shall report to the Water/Wastewater Manager.

### **Qualification Requirements**

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

### **Essential Functions**

- Operate water treatment facility and outside assets including booster stations, water towers, and wells.
- Operate a water supply system in compliance with operating guidelines; ensure safe drinking water.
- Assist Water/Wastewater Manager with personnel in safety, method of operation and maintenance of equipment.
- Participate in the work performed by personnel by inspecting the plant and equipment to ascertain that it is in proper operation at all times; monitor treatment process and flow throughout plant; perform repair and maintenance of equipment and report major repair needs to the Water/Wastewater Manager; troubleshoot electricity, telemetry, mechanical, chemical, hydraulic and pneumatic systems; conduct repairs.
- Maintain inventory of supplies and equipment; place orders to ensure crews have appropriate materials and equipment for work assignments as authorized; monitor the effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Coordinate daily activities with Water/Wastewater Manager.
- Perform facility custodial and ground maintenance duties.
- Assist Water/Wastewater Manager in researching and making recommendations for capital equipment purchases.
- Read various charts, graphs, gauges and meters to record plant operation and prepare reports for submission to regulatory agencies, superiors or others as required.
- Analyze water samples; adjust proper chemical feeds.
- Participate in the on-call rotation and respond to alarms and emergency situations.
- Monitor all water systems using SCADA.
- Maintain state certifications for operations by attending training seminars.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assist other service crews as needed and in emergencies.
- Perform other duties as assigned.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the principles, practices, equipment, tools and materials used in water treatment and distribution system; thorough knowledge of general equipment, repair and maintenance.
- Ability to plan and supervise the work of subordinates.
- Leadership including problem solving and decision making.
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA.

# Water Plant Chief Operator

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with current policy and OSHA safety requirements.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Considerable knowledge of communication systems and procedures.
- General knowledge of the geography of the service territory including location of important buildings.
- Ability to read meters and gauges accurately and to maintain records of operation.
- Ability to write routine reports and correspondence.
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to plan workload to meet time requirements.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to deal with the public under stressful conditions.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

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

- High School Diploma or General Education Degree (GED);
- Must have a minimum of five years' experience and/or technical training in the operation and maintenance of a comparable water treatment system;
- Valid driver's license;
- Possess MDH Class B Water Operator Certificate or the ability to obtain within six (6) months from bid award; and
- Minnesota Special Class Boilers Operating Engineers License or ability to obtain within one (1) year of hire.

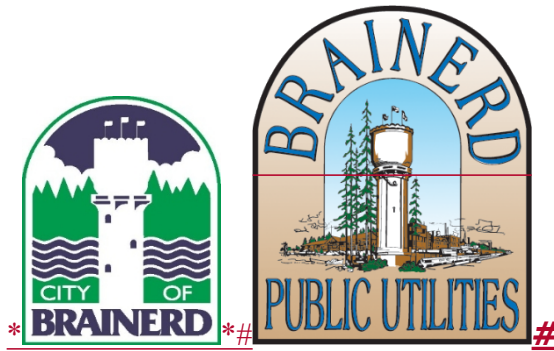
#### **Desirable Qualifications:**

- Possession of MDH Water Class A Operator certificate.
- Possession of MPCA Wastewater Class "D" or higher Operator certificate.
- Graduation from Technical/Community College training program with specialized training in water operations.
- A one (1) year combination of training and experience in the operation of utility water, wastewater, and electric systems or the equivalent technical training.

### **Physical Requirements**

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and repetitive motions, frequently using hands to finger, handle or feel, tasting or smelling and lifting and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to other accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location.

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



## Wastewater Crew Chief

Department: Public ~~#Utilities#~~\*Works\*

FLSA Status: Non-Exempt

### General Definition of Work

Perform~~#s#~~ difficult technical work overseeing and participating in the operation and maintenance of a Class A Major wastewater treatment plant, collection system lift stations, and related work as apparent or assigned. ~~\*The Wastewater Crew Chief shall exercise general supervision over Wastewater Plant personnel. The Wastewater Crew Chief shall report to the Water/Wastewater Manager.\*#~~  
~~Work is performed under the general supervision of the Water/Wastewater Manager. Supervision is exercised over all personnel within the department.#~~

### Qualification Requirements

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

~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.#~~

### Essential Functions

- Plan~~#s#~~, organize~~#s#~~, direct~~#s#~~, assign~~#s#~~, and inspect~~#s#~~ the work of subordinate plant personnel; give~~#s#~~ instruction~~#s#~~ and enforce~~#s#~~ general operating procedures.
- Assist~~#s#~~ the Water/Wastewater Manager and participate~~#s#~~ in the overall operation, repair, and maintenance of the wastewater treatment plant with duties that include operating, monitoring, and/or troubleshooting of control panels, SCADA system, and lift stations.
- Advise~~#s#~~ and consult~~#s#~~ with Water/Wastewater Manager on unusual operating problems or the need for major repairs to equipment.
- Oversee~~#s#~~ all aspects of the biosolids application process.
- Respond~~#s#~~ to sewer calls; participate~~#s#~~ in an on-call rotation providing first response to after-hour alarms or calls.
- Instruct~~#s#~~ subordinates in safety, method~~#s#~~ of operation and maintenance of equipment.
- Assist~~#s#~~ in the training and instruction of department staff in appropriate procedures regarding system operations.
- Maintain~~#s#~~ record~~#s#~~ of plant operations and prepare~~#s#~~ periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.
- Receive~~#s#~~ and respond~~#s#~~ to inquiries from the public in a prompt and professional manner regarding questions, concerns, and problems that arise.
- Oversee~~#s#~~ pretreatment and long-term monitoring programs.
- Maintain~~#s#~~ inventory of supplies and equipment; place~~#s#~~ orders to ensure crew has appropriate materials and equipment for work assignments as authorized; monitor~~#s#~~ the effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Participate~~#s#~~ in work performed by crew including assisting with major repairs and installations and performing facility custodial and grounds maintenance duties.

- Maintain ~~##~~ state certifications for operations by attending training seminars.
- Assist ~~##~~ other ~~#Brainerd Public Utilities #~~ service crews as needed and in emergencies.
- Coordinate ~~##~~ activities with other departments and supervisors.
- Perform ~~##s related tasks as required##~~ \*other duties as assigned\*.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the operating characteristics and maintenance requirements of a wastewater treatment plant and collection system lift stations.
- Thorough knowledge of hydraulic, chemical and mechanical principles pertinent to wastewater treatment plant operations.
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to wastewater treatment industry, including MPCA, EPA, NELAC, and OSHA.
- Ability to plan and supervise the work of subordinates to meet requirements.
- \*Leadership including problem solving and decision making. \*

# Wastewater Crew Chief

## Page 2

### Knowledge, Skills and Abilities (Cont.)

- ~~Leadership including problem-solving and decision-making.~~
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with ~~BPU~~ current policy and OSHA safety requirements.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Ability to read meters and gauges accurately and to maintain records of operations.
- Ability to write routine reports and correspondence.
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.
- General knowledge of chemistry ~~as~~ applied to wastewater and water treatment.
- General knowledge of testing and procedure ~~s~~ for wastewater and water sampling.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to read and interpret documents such as ~~BPU~~ safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Demonstrate ~~s~~ the ability to adapt to change in procedure ~~s~~ and workload and able to maintain composure when confronted with stressful situations.
- Maintain ~~s~~ skills and knowledge in the proper and safe techniques for performing job functions.

### Education, Experience and Special Requirements

- Must have a minimum of five years technical training and/or applicable job experience in the operation and maintenance of a wastewater treatment plant.
- Possess a MPCA Class B Wastewater Operator Certificate.
- Possess a MDH Class D Water Operator Certificate or higher.
- Possess a MPCA Type IV Biosolid Certificate.
- Possess an applicable State of MN Department of Labor and Industry Boiler License.
- Possess a Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within six months of hire.

~~The following are d~~ Desirable ~~Q~~ qualifications:

- Possess a MPCA Class A Wastewater Operator Certificate.
- Graduation from Technical/Community College training program with specialized training in wastewater operations.
- Experience in a Certified Laboratory.

### Physical Requirements

This is heavy work requiring the exertion of up to 100 pounds of force rarely-not daily, up to 75 pounds of force occasionally, 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work regularly requires speaking or hearing, using hands to finger, handle or feel and tasting or smelling; frequently requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; and occasionally requires sitting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires working near moving mechanical parts, exposure to fumes or airborne particles and exposure to outdoor weather conditions, frequently requires exposure to wet, humid conditions (non-weather), exposure to toxic or caustic chemicals and exposure to the risk of electrical shock and occasionally requires working in high, precarious places, exposure to extreme heat (non-weather), exposure to vibration and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

Last Revised: \*May 13, 2026\*~~#February 1, 2024#~~



## Wastewater Crew Chief

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Perform difficult technical work overseeing and participating in the operation and maintenance of a Class A Major wastewater treatment plant, collection system lift stations, and related work as apparent or assigned. The Wastewater Crew Chief shall exercise general supervision over Wastewater Plant personnel. The Wastewater Crew Chief shall report to the Water/Wastewater Manager.

### **Qualification Requirements**

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

### **Essential Functions**

- Plan, organize, direct, assign, and inspect the work of subordinate plant personnel; give instruction and enforce general operating procedures.
- Assist the Water/Wastewater Manager and participate in the overall operation, repair, and maintenance of the wastewater treatment plant with duties that include operating, monitoring, and/or troubleshooting of control panels, SCADA system, and lift stations.
- Advise and consult with Water/Wastewater Manager on unusual operating problems or the need for major repairs to equipment.
- Oversee all aspects of the biosolids application process.
- Respond to sewer calls; participate in an on-call rotation providing first response to after-hour alarms or calls.
- Instruct subordinates in safety, method of operation and maintenance of equipment.
- Assist in the training and instruction of department staff in appropriate procedures regarding system operations.
- Maintain record of plant operations and prepare periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.
- Receive and respond to inquiries from the public in a prompt and professional manner regarding questions, concerns, and problems that arise.
- Oversee pretreatment and long-term monitoring programs.
- Maintain inventory of supplies and equipment; place orders to ensure crew has appropriate materials and equipment for work assignments as authorized; monitor the effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Participate in work performed by crew including assisting with major repairs and installations and performing facility custodial and grounds maintenance duties.
- Maintain state certifications for operations by attending training seminars.
- Assist other service crews as needed and in emergencies.
- Coordinate activities with other departments and supervisors.
- Perform other duties as assigned.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the operating characteristics and maintenance requirements of a wastewater treatment plant and collection system lift stations.
- Thorough knowledge of hydraulic, chemical and mechanical principles pertinent to wastewater treatment plant operations.
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to wastewater treatment industry, including MPCA, EPA, NELAC, and OSHA.
- Ability to plan and supervise the work of subordinates to meet requirements.
- Leadership including problem solving and decision making.

### **Knowledge, Skills and Abilities (Cont.)**

- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with current policy and OSHA safety requirements.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Ability to read meters and gauges accurately and to maintain records of operations.
- Ability to write routine reports and correspondence.
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.
- General knowledge of chemistry applied to wastewater and water treatment.
- General knowledge of testing and procedure for wastewater and water sampling.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Demonstrate the ability to adapt to change in procedure and workload and able to maintain composure when confronted with stressful situations.
- Maintain skills and knowledge in the proper and safe techniques for performing job functions.

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

- Must have a minimum of five years technical training and/or applicable job experience in the operation and maintenance of a wastewater treatment plant.
- Possess a MPCA Class B Wastewater Operator Certificate.
- Possess a MDH Class D Water Operator Certificate or higher.
- Possess a MPCA Type IV Biosolid Certificate.
- Possess an applicable State of MN Department of Labor and Industry Boiler License.
- Possess a Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within six months of hire.

#### **Desirable Qualifications:**

- Possess a MPCA Class A Wastewater Operator Certificate.
- Graduation from Technical/Community College training program with specialized training in wastewater operations.
- Experience in a Certified Laboratory.

### **Physical Requirements**

This is heavy work requiring the exertion of up to 100 pounds of force rarely-not daily, up to 75 pounds of force occasionally, 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work regularly requires speaking or hearing, using hands to finger, handle or feel and tasting or smelling; frequently requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; and occasionally requires sitting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires working near moving mechanical parts, exposure to fumes or airborne particles and exposure to outdoor weather conditions, frequently requires exposure to wet, humid conditions (non-weather), exposure to toxic or caustic chemicals and exposure to the risk of electrical shock and occasionally requires working in high, precarious places, exposure to extreme heat (non-weather), exposure to vibration and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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



## Water/Wastewater Operator

Department: Public #Utilities#\*Works\*

FLSA Status: Non-Exempt

### General Definition of Work

Perform #s# skilled trades work operating the water and wastewater treatment plants, sanitary sewer lift stations and water booster stations; including monitoring, evaluating and troubleshooting water and wastewater operations to ensure permit requirements are met, and related work as apparent or assigned. \*The Water/Wastewater Operator shall report to the\*# Work is performed under the moderate supervision of the #assigned facility Crew Chief\*/Chief Operator\*.

### Qualification Requirements

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

~~#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.#~~

### Essential Functions

- Operate #s# water and wastewater treatment plants, sanitary sewer lift stations, and water booster stations ensuring compliance with operating permit requirements including but not limited to chemical additions, testing results, maintaining records; and preparing reports.
- Make #s# regular inspections of plants and equipment to ascertain that it is always in proper operation; monitor #s# treatment process and flow throughout plant #s#; perform #s# repair and maintenance of wastewater and water equipment and reports major repair needs to the assigned Supervisor; troubleshoot #s# telemetry, mechanical, chemical, biological, hydraulic and pneumatic systems; conduct #s# repairs.
- Maintain #s# records of plant operations and prepare #s# periodic reports for submission to the assigned facility Crew Chief \*/Chief Operator\*, Water/Wastewater Manager and/or others as required.
- Inspect #s# and monitor #s# water and wastewater treatment plants equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of water and wastewater and the disposal of sludge and biosolids; take #s# samples of water and wastewater at various stages of treatment processes in the water and wastewater plants.
- Read #s# various charts, graphs, gauges and meters; monitor #s# and regulate #s# tank levels and flow pressures to document operations and prepare reports.
- Respond #s# to calls; participate #s# in an on-call rotation providing first response to after-hour alarms or calls.
- Monitor #s# SCADA and alarm systems.
- Perform #s# facility custodial duties.
- Perform #s# drinking water sample collection procedures.
- Perform #s# the sludge application and hauling process.
- Assist #s# in training personnel in water/wastewater procedures, requirements, and equipment.
- Maintain #s# state certification #s# for operations by attending training seminars.
- Perform #s related tasks#\*other duties\* as assigned.

### Knowledge, Skills and Abilities

- Thorough knowledge of the operating characteristics and maintenance requirements of water and wastewater treatment plants, sanitary sewer lift stations and water booster stations.
- Thorough knowledge of hydraulic, chemical and mechanical principles pertinent to water and wastewater treatment

plant operations.

- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water and wastewater treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA.

# Water/Wastewater Operator

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with OSHA safety requirements.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Ability to read meters and gauges accurately and to maintain records of operations.
- Ability to write routine reports and correspondence.
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to plan workload to meet time requirements.
- Ability to read and interpret documents such as safety rules, as-built construction drawings, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

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

- High School Diploma or General Education Degree (GED).
- Valid driver's license.
- Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within twelve (12) months of hire.
- Possession of or ability to obtain within eighteen (18) months of hire:
  - MPCA Class D Wastewater Operator Certificate;
  - MDH Class D Water Operator Certificate;
  - MPCA Type 4 Sludge Certificate; and
  - Minnesota Special Class Boilers Operating Engineers License.
- Advancement to MPCA Class B Wastewater Operator Certificate as permitted by in-service time and training.

The following are highly desirable qualifications when hiring:

- Graduation from Technical/Community College training program with specialized training in wastewater operations.
- Training and/or experience in the operation, maintenance, repair and service of water and wastewater treatment facilities, sanitary sewer lift stations, water booster stations and related equipment.
- Possession of a Minnesota Class A CDL license with tanker endorsement.
- Possession of MPCA/MDH Water/Wastewater Class C or higher Operator certificate.

### **Physical Requirements**

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and repetitive motions, frequently using hands to finger, handle or feel, tasting or smelling and lifting and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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



## Water/Wastewater Operator

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Perform skilled trades work operating the water and wastewater treatment plants, sanitary sewer lift stations and water booster stations; including monitoring, evaluating and troubleshooting water and wastewater operations to ensure permit requirements are met, and related work as apparent or assigned. The Water/Wastewater Operator shall report to the assigned facility Crew Chief/Chief Operator.

### **Qualification Requirements**

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

### **Essential Functions**

- Operate water and wastewater treatment plants, sanitary sewer lift stations, and water booster stations ensuring compliance with operating permit requirements including but not limited to chemical additions, testing results, maintaining records; and preparing reports.
- Make regular inspections of plants and equipment to ascertain that it is always in proper operation; monitor treatment process and flow throughout plant; perform repair and maintenance of wastewater and water equipment and reports major repair needs to the assigned Supervisor; troubleshoot telemetry, mechanical, chemical, biological, hydraulic and pneumatic systems; conduct repairs.
- Maintain records of plant operations and prepare periodic reports for submission to the assigned facility Crew Chief/Chief Operator, Water/Wastewater Manager and/or others as required.
- Inspect and monitor water and wastewater treatment plants equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of water and wastewater and the disposal of sludge and biosolids; take samples of water and wastewater at various stages of treatment processes in the water and wastewater plants.
- Read various charts, graphs, gauges and meters; monitor and regulate tank levels and flow pressures to document operations and prepare reports.
- Respond to calls; participate in an on-call rotation providing first response to after-hour alarms or calls.
- Monitor SCADA and alarm systems.
- Perform facility custodial duties.
- Perform drinking water sample collection procedures.
- Perform the sludge application and hauling process.
- Assist in training personnel in water/wastewater procedures, requirements, and equipment.
- Maintain state certification for operations by attending training seminars.
- Perform other duties as assigned.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the operating characteristics and maintenance requirements of water and wastewater treatment plants, sanitary sewer lift stations and water booster stations.
- Thorough knowledge of hydraulic, chemical and mechanical principles pertinent to water and wastewater treatment plant operations.
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water and wastewater treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA.

# Water/Wastewater Operator

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with OSHA safety requirements.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Ability to read meters and gauges accurately and to maintain records of operations.
- Ability to write routine reports and correspondence.
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to plan workload to meet time requirements.
- Ability to read and interpret documents such as safety rules, as-built construction drawings, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

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

- High School Diploma or General Education Degree (GED).
- Valid driver's license.
- Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within twelve (12) months of hire.
- Possession of or ability to obtain within eighteen (18) months of hire:
  - MPCA Class D Wastewater Operator Certificate;
  - MDH Class D Water Operator Certificate;
  - MPCA Type 4 Sludge Certificate; and
  - Minnesota Special Class Boilers Operating Engineers License.
- Advancement to MPCA Class B Wastewater Operator Certificate as permitted by in-service time and training.

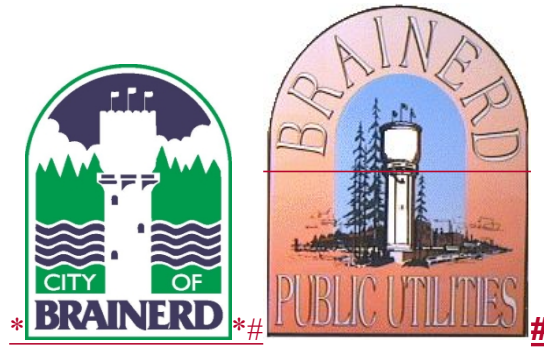
The following are highly desirable qualifications when hiring:

- Graduation from Technical/Community College training program with specialized training in wastewater operations.
- Training and/or experience in the operation, maintenance, repair and service of water and wastewater treatment facilities, sanitary sewer lift stations, water booster stations and related equipment.
- Possession of a Minnesota Class A CDL license with tanker endorsement.
- Possession of MPCA/MDH Water/Wastewater Class C or higher Operator certificate.

### **Physical Requirements**

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and repetitive motions, frequently using hands to finger, handle or feel, tasting or smelling and lifting and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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



## Wastewater Operator

Department: ~~#~~ Wastewater ~~#~~ Public Works \*  
Non-Exempt

FLSA Status:

### General Definition of Work

Perform ~~#s#~~ intermediate skilled trades work operating a Class A wastewater treatment plant and collection system lift stations; including monitoring, evaluating and troubleshooting wastewater operations to ensure permit requirements are met, and related work as apparent or assigned. \*The Wastewater Operator shall report to the Wastewater Crew Chief\* ~~#~~ Work is performed under the moderate supervision of the Wastewater Crew Chief. ~~#~~

### Qualification Requirements

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

~~*#To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*~~ ~~#~~

### Essential Functions

- Operate ~~#s#~~ a wastewater treatment plant and collection system lift stations; ensuring compliance with operating permit requirements; maintaining records; preparing reports.
- Make ~~#s#~~ regular inspection of plant and equipment to ascertain that it is in proper operation at all times; monitor ~~#s#~~ treatment process and flow throughout plant; perform ~~#s#~~ repair and maintenance of wastewater equipment and report ~~#s#~~ major repair needs to Crew Chief ~~#~~ or Supervisor ~~#~~; troubleshoot ~~#s#~~ electricity, telemetry, mechanical, chemical, biological, hydraulic and pneumatic systems; conduct ~~#s#~~ repairs.
- Maintain ~~#s#~~ record ~~#s#~~ of plant operations and prepare ~~#s#~~ periodic reports for submission to lead operator ~~#~~, supervisor ~~#~~ and/or others as required.
- Inspect ~~#s#~~ and monitor ~~#s#~~ wastewater treatment plant equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of wastewater and the disposal of sludge and biosolids; take ~~#s#~~ samples of wastewater at various stages of treatment processes in the wastewater plant.
- Read ~~#s#~~ various charts, graphs, gauges and meters; monitor ~~#s#~~ and regulate ~~#s#~~ tank levels and flow pressure ~~#s#~~ to document operations and prepare reports.
- Respond ~~#s#~~ to sewer calls; participate ~~#s#~~ in an on-call rotation providing first response to after-hour alarms or calls.
- Monitor ~~#s#~~ SCADA systems.
- Perform ~~#s#~~ facility custodial duties.
- Perform ~~#s#~~ drinking water sample collection procedures.
- Perform ~~#s#~~ the sludge application and hauling process.
- Assist ~~#s#~~ in training personnel in wastewater procedures, requirements, and equipment.
- Maintain ~~#s#~~ state certifications for operations by attending training seminars.
- Perform ~~#s~~ related tasks ~~#~~ \*other duties\* as assigned.

## **Knowledge, Skills and Abilities**

- Thorough knowledge of the operating characteristics and maintenance requirements of a wastewater treatment plant and collection system lift stations~~###~~.
- Thorough knowledge of hydraulic, chemical and mechanical principles pertinent to wastewater treatment plant operations.~~###~~
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water and wastewater treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA.~~###~~
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with \*current policy\*~~###~~ BPU~~###~~ and OSHA safety requirements.~~###~~
- \*Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools. \*
- \_\_\_\_\_

# Wastewater Operator

## Page 2

### Knowledge, Skills and Abilities (Cont.)

- ~~• Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools; #;~~
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.##
- Ability to read meters and gauges accurately and to maintain records of operations.##
- Ability to write routine reports and correspondence.##
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.##
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.##.
- Ability to plan# work load#\*workload\* to meet time requirements.
- Ability to read and interpret documents such as #BPU#safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

### Education, Experience and Special Requirements

- High School Diploma or \*G\*#g#general \*E\*#e#education \*D\*#d#egree (GED).
- Valid driver's license.
- Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within twelve (12) months.
- Possession of or ability to obtain within eighteen (18) months of hire:
  - MPCA Class D Wastewater Operator Certificate;
  - MDH Class D Water Operator Certificate;
  - MPCA Type 4 Sludge Certificate; and
  - Minnesota Special Class Boilers Operating Engineers License.
- Advancement to MPCA Class B Wastewater Operator Certificate as permitted by in-service time and training.

~~#The following are highly d#\*D\*esirable #q#\*Q\*ualifications# when hiring#:~~

- Graduation from Technical/Community College training program with specialized training in wastewater operations.
- Training and/or experience in the operation, maintenance, repair and service of a wastewater treatment facility and collection system lift stations and related equipment.
- Possession of a CDL license with tanker endorsement.
- Possession of MPCA\*/MDH Water/\*-Wastewater Class C or higher Operator certificate.

### Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and repetitive motions, frequently using hands to finger, handle or feel, tasting or smelling and lifting and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to other accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the

risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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

**Last Revised:- ~~#April 28, 2021~~#\*May 13, 2026\***



## Wastewater Operator

Department: Public Works

FLSA Status: Non-Exempt

### **General Definition of Work**

Perform intermediate skilled trades work operating a Class A wastewater treatment plant and collection system lift stations; including monitoring, evaluating and troubleshooting wastewater operations to ensure permit requirements are met, and related work as apparent or assigned. The Wastewater Operator shall report to the Wastewater Crew Chief.

### **Qualification Requirements**

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

### **Essential Functions**

- Operate a wastewater treatment plant and collection system lift stations; ensuring compliance with operating permit requirements; maintaining records; preparing reports.
- Make regular inspection of plant and equipment to ascertain that it is in proper operation at all times; monitor treatment process and flow throughout plant; perform repair and maintenance of wastewater equipment and report major repair needs to Crew Chief; troubleshoot electricity, telemetry, mechanical, chemical, biological, hydraulic and pneumatic systems; conduct repairs.
- Maintain record of plant operations and prepare periodic reports for submission to lead operator and/or others as required.
- Inspect and monitor wastewater treatment plant equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of wastewater and the disposal of sludge and biosolids; take samples of wastewater at various stages of treatment processes in the wastewater plant.
- Read various charts, graphs, gauges and meters; monitor and regulate tank levels and flow pressure to document operations and prepare reports.
- Respond to sewer calls; participate in an on-call rotation providing first response to after-hour alarms or calls.
- Monitor SCADA systems.
- Perform facility custodial duties.
- Perform drinking water sample collection procedures.
- Perform the sludge application and hauling process.
- Assist in training personnel in wastewater procedures, requirements, and equipment.
- Maintain state certifications for operations by attending training seminars.
- Perform other duties as assigned.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of the operating characteristics and maintenance requirements of a wastewater treatment plant and collection system lift stations.
- Thorough knowledge of hydraulic, chemical and mechanical principles pertinent to wastewater treatment plant operations.
- Ability to maintain current knowledge of treatment processes and governmental rules and regulations pertaining to water and wastewater treatment industry, including MPCA, MDH, EPA, NELAC, and OSHA.
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with current policy and OSHA safety requirements.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures; skilled in the use and care of hand tools.

# Wastewater Operator

## Page 2

### **Knowledge, Skills and Abilities (Cont.)**

- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.
- Ability to read meters and gauges accurately and to maintain records of operations.
- Ability to write routine reports and correspondence.
- General knowledge in the use and care of laboratory testing and analysis equipment and instruments.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to plan workload to meet time requirements.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

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

- High School Diploma or General Education Degree (GED).
- Valid driver's license.
- Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within twelve (12) months.
- Possession of or ability to obtain within eighteen (18) months of hire:
  - MPCA Class D Wastewater Operator Certificate;
  - MDH Class D Water Operator Certificate;
  - MPCA Type 4 Sludge Certificate; and
  - Minnesota Special Class Boilers Operating Engineers License.
- Advancement to MPCA Class B Wastewater Operator Certificate as permitted by in-service time and training.

#### **Desirable Qualifications:**

- Graduation from Technical/Community College training program with specialized training in wastewater operations.
- Training and/or experience in the operation, maintenance, repair and service of a wastewater treatment facility and collection system lift stations and related equipment.
- Possession of a CDL license with tanker endorsement.
- Possession of MPCA/MDH Water/Wastewater Class C or higher Operator certificate.

### **Physical Requirements**

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and repetitive motions, frequently using hands to finger, handle or feel, tasting or smelling and lifting and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to other accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Reclassify - Spring Intern Caleb Wahlstrom to Community Service Officer

**AGENDA:** Consent

**ACTION REQUESTED:** Approve/Deny Motion

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

**DEPARTMENT:** HR

**PRESENTER:** Brittney Kummet, HR Director

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

## **SUMMARY OF ISSUE**

Caleb Wahlstrom has served as our Police Intern since March 2, 2026, and his internship is scheduled to conclude on May 15, 2026. With the completion of his internship, staff is requesting that Caleb be reclassified to the position of Community Service Officer.

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

## **RECOMMENDED ACTION/MOTION**

Motion to reclassify Caleb Wahlstrom from Police Intern to Community Service Officer effective May 16, 2026, at \$22.56 per hour.

## **FINANCIAL IMPACT**

This position is in the 2026 budget.



# City Council Agenda Request

**MEETING DATE:** May 18, 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

| <u>Name</u>     | <u>Job Title</u>   | <u>Date of Hire</u> | <u>2026 Hourly Rate</u> |
|-----------------|--------------------|---------------------|-------------------------|
| Jewels Hathaway | Engineering Intern | 6/1/2026            | \$18.00                 |
| Conner Nelson   | Technology Intern  | 5/8/2026            | \$20.00                 |

Submitted for Consideration at the May 18, 2026, Council Meeting

\* Returning Employee



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Policy Update - Data Practices Exhibit A

**AGENDA:** Consent

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:**

**DEPARTMENT:** Administration

**PRESENTER:**

**ESTIMATED TIME (MIN):**

**SUMMARY OF ISSUE**

With the promotion of Tony Runde to Police Chief, the Data Practices policy Exhibit A needs to be updated to designate him as the "Data Practices Designee- Law Enforcement" for the City.

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

**RECOMMENDED ACTION/MOTION**

Move to Designate Police Chief Runde as Data Practices Designee - Law Enforcement

**FINANCIAL IMPACT**

# Exhibit A

## City of Brainerd Data Practices Contacts

---

### Responsible Authority

Name: Nick Broyles, City Administrator  
Address: 501 Laurel Street, Brainerd, MN 56401  
Phone number: (218) 828-2307  
Fax number: (218) 828-2316  
Email address: [nbroyles@ci.brainerd.mn.us](mailto:nbroyles@ci.brainerd.mn.us)

### Data Practices Compliance Official

Name: Connie Hillman, Finance Director  
Address: 501 Laurel Street, Brainerd, MN 56401  
Phone number: (218) 828-2307  
Fax number: (218) 828-2316  
Email address: [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us)

### Data Practices Designee – Law Enforcement

Name: Tony Runde, Police Chief  
Address: 225 East River Road, Brainerd, MN 56401  
Phone number: (218) 829-2805  
Fax number: (218) 825-3489  
Email address : [tony.runde@ci.brainerd.mn.us](mailto:tony.runde@ci.brainerd.mn.us)

### Data Practices Designee – Non-Law Enforcement

Name: Brittney Kummet, HR Director  
Address: 501 Laurel Street, Brainerd, MN 56401  
Phone number: (218) 828-2307  
Fax number: (218) 828-2316  
Email address: [bkummet@ci.brainerd.mn.us](mailto:bkummet@ci.brainerd.mn.us)



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Memorandum of Agreement (MOA) - Mitch Lachelt 2026 Step Movement

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Brittney Kummet, HR Director,  
Trent Hawkinson, Electric Director

**DEPARTMENT:** HR

**PRESENTER:** Brittney Kummet, HR Director

**ESTIMATED TIME (MIN):** 2 minutes

## **SUMMARY OF ISSUE**

Mitch Lachelt recently contacted Staff with questions regarding his step movement for 2026. Under the current contract language, Mitch's voluntary demotion to Lineworker in early 2025 requires that he obtain two "achieves expectations" and one "exceeds expectations" on his annual performance evaluation in his currently-held position in any given three-year cycle to be eligible to move to Step 7. Staff reviewed Mitch's previous service as a Lineworker from August 2017 to November 2023 and noted that if Mitch had not taken the promotion he would have been placed on Step 7 as of January 2024.

Staff recognize that, in this unique situation, the current contract language unintentionally disadvantages an employee who accepted a promotional opportunity and later determined the role was not the right fit.

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

Mitch Lachelt has been employed with the City of Brainerd for eight and a half years, with seven of those years being in the Journeyman Lineworker position.

## **RECOMMENDED ACTION/MOTION**

Motion to approve the attached MOA between the City of Brainerd and the IBEW Local No. 31 Brainerd Public Utilities Union allowing Mitch Lachelt to move to Step 7 effective April 8, 2026.

## **FINANCIAL IMPACT**

## **Memorandum of Agreement**

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

**WHEREAS**, the City and Union are parties to a collective bargaining agreement governing the terms and conditions of employment for City employees within the bargaining unit represented by the Union, including Employee, covering the period of January 1, 2024, to December 31, 2026 (“CBA”); and

**WHEREAS**, Article 12, Section 1 of the CBA requires an employee to be on Step 6 and obtain two “achieves expectations” ratings and one “exceeds expectations” rating on annual performance evaluations in their currently-held position within any three-year cycle beginning January 1, 2021, in order to advance to Step 7; and

**WHEREAS**, Employee served as a Journeyman Lineworker from August 21, 2017, through November 6, 2023, was placed on Step 6 of the Journeyman Lineworker pay grid effective August 21, 2023, and remained on Step 6 until his promotion; and

**WHEREAS**, Employee obtained an “exceeds expectations” rating for the review period covering September 1, 2020-August 31, 2021, and “achieves expectations” rating for the review period September 1, 2021-August 31, 2022; and

**WHEREAS**, Employee was promoted to Electric Distribution Supervisor, a supervisory position outside of the bargaining unit represented by the Union, effective November 7, 2023, and voluntarily demoted back to Journeyman Lineworker effective April 8, 2025, at which time Employee was restored to Step 6 of the Journeyman Lineworker pay grid; and

**WHEREAS**, but for Employee’s promotion and subsequent voluntary demotion, Employee would have been eligible to advance to Step 7 of the Journeyman Lineworker pay grid effective April 8, 2026; and

**WHEREAS**, the Parties wish to address Employee’s eligibility for step advancement in light of his demonstrated performance as a Journeyman Lineworker and the interruption in bargaining-unit service caused by his promotion and voluntary demotion.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the Parties agree as follows:

1. **Step Advancement.** Notwithstanding Article 12, Section 1 of the CBA, Employee shall advance from Step 6 to Step 7 of the Journeyman Lineworker pay grid, effective April 8, 2026.
2. **Future Step Advancement.** Any future step advancements will follow the step advancement language as described in the applicable CBA at that time.
3. **No Precedent.** This MOA is limited solely to Employee and shall not establish any precedent, practice, or interpretation of the CBA, and shall not alter any existing past practice or precedent for either the City or the Union. Except as necessary to interpret or enforce this MOA, no Party may introduce this MOA in any proceeding as evidence of any practice or precedent.
4. **Construction.** This MOA shall be construed as having been drafted equally by the Parties. No provision shall be construed against any Party on the basis that such Party drafted it.
5. **Entire Agreement.** This MOA constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings relating thereto. No party has relied upon any statements, promises, or representations that are not stated in this MOA. No changes to this MOA are valid unless they are in writing and signed by all parties.
6. **Authorization.** Each signatory represents and warrants that he or she has full authority to execute this MOA on behalf of the Party indicated.

**By signing below, each party specifically acknowledges that it has read, understands, and agrees to be legally bound by the terms of this MOA.**

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

**FOR THE CITY**

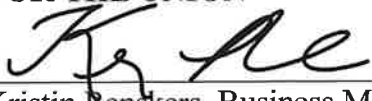
---

Nicholas W. Broyles, City Administrator

---

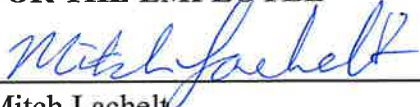
Date

**FOR THE UNION**

  
\_\_\_\_\_  
Kristin Renskers, Business Manager

05.07.2026  
\_\_\_\_\_  
Date

**FOR THE EMPLOYEE**

  
\_\_\_\_\_  
Mitch Lachelt

5-8-26  
\_\_\_\_\_  
Date



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Construction Testing Proposals - Imp 25-05 - Southeast Brainerd Reconstruction Project

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

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

**DEPARTMENT:** Public Works

**PRESENTER:** Paul Sandy, Public Works Director

**ESTIMATED TIME (MIN):** 2 Minutes

## **SUMMARY OF ISSUE**

Staff requested proposals for construction testing services on Improvement 25-05 - Southeast Brainerd Reconstruction Project. Two proposals received for the services are attached, Braun Intertec and ITT. To try to keep the proposals using similar standards, both were asked to use the 2026 SALT Schedule of Materials Control, although actual needed quantity of testing may be less. Ultimately, the City is billed on the actual number of tests performed and not based on the total estimated cost, thus the actual billed amount may be less than what is included in these proposals.

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

In evaluating both proposals, the low proposal is from ITT in the amount of \$20,915. This amount is estimated based on current quantities and will be determined on actual construction quantities, progress, and schedule. The two proposal totals are considerably different. In evaluating both, it appears that both used varying assumptions of construction progress, which can affect the total quantity of tests. Braun assumed a considerably higher quantity of tests overall. However, when comparing costs on a test-by-test basis, ITT generally has a lower rate per test.

## **RECOMMENDED ACTION/MOTION**

Motion to award the construction materials testing proposal from ITT in the estimated amount of \$20,915.

## **FINANCIAL IMPACT**

Estimated \$20,915

May 6, 2026

Proposal 10011338\_001

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

Re: Proposal for Construction Materials Testing Services  
Southeast Brainerd Reconstruction  
17th, 18th & 19th Streets SE, Norwood Street and Maple Street.  
Brainerd, Minnesota

Dear Mr. Dehn:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for Southeast Brainerd Reconstruction project in Brainerd, Minnesota.

## Our Understanding of Project

The project is located on 17th and 18th Street SE from Oak to Laurel, 19th Street SE from Oak to 225 feet north of Maple, Norwood Street and Maple Street from 17th to 19th Street SE. This project will include new sanitary sewer, watermain and storm sewer utilities. The roadways will also be reconstructed with new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement.

Although this is a city funded project, it will follow the Minnesota Department of Transportation (MnDOT) 2026 State Aid for Local Transportation (SALT) Schedule of Materials Control.

## Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Bolton & Menk, Inc., dated April 10, 2026.
- Email discussions with you regarding our scope of services.



## Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test select granular borrow, coarse filler aggregate and aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of the materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material

### Concrete Related Services

- Sample and test fresh concrete associated with sidewalks, driveway aprons and curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

### Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, asphalt content and extracted aggregate gradation tests of the bituminous.

### Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.



## Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- 21 trips to complete the nuclear density gauge testing on this project. We propose to have our technician on site full time while the contractor is backing the utility trenches, manholes and catch basins.
- Compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; with four trips assumed.
- 19 sets of concrete tests will be required to complete the project.
- Your full-time on-site construction observer will observe the test rolling for this project.
- Bituminous paving will be completed in five days for this project.
- The project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$69,643. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.



This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



## General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 (kkluempke@braunintertec.com).

Sincerely,

### Braun Intertec Corporation

Keith J. Kluempke  
Project Manager

Thomas L. Henkemeyer  
Senior Project Manager

Steven A. Thayer, PE  
Senior Manager, Senior Engineer

Attachments:  
Fee Estimate  
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

---

Authorizer's Firm

---

Authorizer's Signature

---

Authorizer's Name (please print or type)

---

Authorizer's Title

---

Date

**Fee Estimate**  
**10011338\_001**  
**Southeast Brainerd Reconstruction**

**Client:**

City of Brainerd  
Jessie Dehn  
501 Laurel St  
Brainerd, MN 56401-3525

**Work Site Address:**

17th Street SE  
18th Street SE  
19th Street SE  
Brainerd, Minnesota 56401

|                                                         | Qty/Hours | Rate   | Amount             |
|---------------------------------------------------------|-----------|--------|--------------------|
| <b>Task 1: Construction Materials Testing</b>           |           |        |                    |
| <b>Subtask 1.1: Laboratory</b>                          |           |        | <b>\$10,218.00</b> |
| Soil Proctor MD Relationship (Standard) ASTM D698 each  | 10.00     | 216.00 | \$2,160.00         |
| Aggregates Sieve Analysis ASTM C136 each                | 8.00      | 196.00 | \$1,568.00         |
| Concrete Compressive Strength Cylinders ASTM C39 each   | 57.00     | 45.00  | \$2,565.00         |
| MnDOT Verification Without Percent Crush & FAA          | 5.00      | 785.00 | \$3,925.00         |
| <b>Subtask 1.2: Soils</b>                               |           |        | <b>\$32,158.00</b> |
| Soil Compaction Testing - Nuclear                       | 189.00    | 102.00 | \$19,278.00        |
| Utility Trench Backfill 15 Trips @ 11 Hr                | 165.00    |        |                    |
| Common Embankment/Select Granular Borrow 2 Trips @ 4 Hr | 8.00      |        |                    |
| Subgrade 4 Trips @ 4 Hr                                 | 16.00     |        |                    |
| Soil Compaction Testing - Non Nuclear                   | 16.00     | 102.00 | \$1,632.00         |
| Aggregate Base DCP's 4 Trips @ 4 Hr                     | 16.00     |        |                    |
| Soil Sample pick-up                                     | 12.00     | 102.00 | \$1,224.00         |
| Soil Sample Pick-up 3 Trips @ 4 Hr                      | 12.00     |        |                    |
| Nuclear moisture-density meter charge, per hour         | 189.00    | 36.00  | \$6,804.00         |
| Trip Charge                                             | 28.00     | 115.00 | \$3,220.00         |
| <b>Subtask 1.3: Concrete</b>                            |           |        | <b>\$15,626.00</b> |
| Concrete Testing                                        | 85.50     | 102.00 | \$8,721.00         |
| Curb & Gutter 9 Trips @ 4.5 Hr                          | 40.50     |        |                    |
| Sidewalks 6 Trips @ 4.5 Hr                              | 27.00     |        |                    |
| Driveway Aprons 3 Trips @ 4.5 Hr                        | 13.50     |        |                    |
| Steps 1 Trip @ 4.5 Hr                                   | 4.50      |        |                    |
| Concrete Cylinder Pick Up                               | 35.00     | 102.00 | \$3,570.00         |
| Concrete Cylinder Pick Up 10 Trips @ 3.5 Hr             | 35.00     |        |                    |
| Trip Charge                                             | 29.00     | 115.00 | \$3,335.00         |
| <b>Subtask 1.4: Bituminous</b>                          |           |        | <b>\$2,615.00</b>  |
| Plant Monitoring Technician                             | 20.00     | 102.00 | \$2,040.00         |
| Bituminous Sample Pick-up 5 Trips @ 4 Hr                | 20.00     |        |                    |
| Trip Charge                                             | 5.00      | 115.00 | \$575.00           |
| <b>Subtask 1.5: Project Management</b>                  |           |        | <b>\$9,026.00</b>  |
| Project Control Specialist I                            | 4.00      | 164.00 | \$656.00           |
| Project Assistant                                       | 15.00     | 102.00 | \$1,530.00         |
| Senior Engineer                                         | 4.00      | 225.00 | \$900.00           |
| Project Manager                                         | 30.00     | 198.00 | \$5,940.00         |
| <b>Task 1 Total:</b>                                    |           |        | <b>\$69,643.00</b> |
| <b>Project Total</b>                                    |           |        | <b>\$69,643.00</b> |

**BRAUN INTERTEC GENERAL CONDITIONS****SECTION 1: AGREEMENT**

**1.1 Agreement.** This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**1.2 Parties to the Agreement.** The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

**SECTION 2: SCOPE OF SERVICES**

**2.1 Services.** Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

**2.2 Additional Services.** Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

**SECTION 3: PERFORMANCE OF SERVICES**

**3.1 Standard of Care.** Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

**3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

**3.3 Observation or Sampling Locations.** Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

**3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

**3.5 Subsurface Objects.** To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

**3.6 Hazardous Materials.** Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

**3.7 Supervision of Others.** Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

**3.8 Safety.** Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

**3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

**3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

**3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

**SECTION 4: SCHEDULE**

**4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

**4.2 Scheduling On-Site Observations or Services.** To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

**SECTION 5: COST AND PAYMENT OF SERVICES**

**5.1 Cost Estimates.** Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

**5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

**5.3 Other Payment Conditions.** Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

**5.4 Third Party Payment.** Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

**5.5 Non-Payment.** If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

## SECTION 6: OWNERSHIP AND USE OF DATA

**6.1 Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

**6.2 Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

**6.3 Samples, Field Data, and Contaminated Equipment.** Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

**6.4 Data Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

## SECTION 7: INSURANCE

**7.1 Insurance.** Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

**7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

**7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

## SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

**8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

**8.2 Intellectual Property.** Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

**8.3 Mutual Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

**8.4 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

## SECTION 9: MISCELLANEOUS PROVISIONS

**9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

**9.2 Confidentiality.** To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

**9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

**9.4 Resource Conservation and Recovery Act.** To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

**9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

**9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**9.7 Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

**9.8 Termination.** This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

**9.9 Force Majeure.** Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

**9.10 Disputes, Choice of Law, Venue.** In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

**9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

**9.12 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

**9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

**9.14 Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



May 6, 2026

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

E-Mail: [jdehn@ci.brainerd.mn.us](mailto:jdehn@ci.brainerd.mn.us)

RE: **ITT Proposal #04-50**  
**Southeast Brainerd Reconstruction – Improvement 25-05**  
**Brainerd, Minnesota**

Dear Mr. Dehn,

We are pleased to submit this proposal to provide the construction materials testing for the above referenced project in Brainerd, Minnesota. We will provide, on an on-call basis, certified and experienced field and laboratory consultants to conduct the necessary testing services for the project as detailed on the attached cost estimate.

Based on our estimated quantities and scope of service, the cost for testing services will be **\$20,915.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

Mr. Dehn, we would be pleased to work with you on this project. If you have any questions about our company or the scope of services we offer, please feel free to contact me. I look forward to hearing from you.

Sincerely,

Tyler T. Burkes, EIT  
Construction Materials Division Manager / Estimator

**Independent Testing Technologies, Inc.**  
**337 31<sup>st</sup> Avenue South**  
**Waite Park, MN 56387**  
**Phone: 320-253-4338**

May 6, 2026  
 Proposal #04-50

Client: **City of Brainerd – Jessie Dehn**

Project: **Southeast Brainerd Reconstruction – Improvement 25-05**  
**Brainerd, Minnesota**

**Cost Estimate:**

| <u>Description</u>                                                              | <u>Qty.</u> | <u>Unit Rate</u> | <u>Extension</u>   |
|---------------------------------------------------------------------------------|-------------|------------------|--------------------|
| <b><u>Utilities &amp; Management</u></b>                                        |             |                  |                    |
| Project Management (In-House), hourly                                           | 6           | \$ 100.00        | \$ 600.00          |
| Gradations – Select Granular Borrow, each                                       | 1           | \$ 115.00        | \$ 115.00          |
| Laboratory Proctor Test (Standard Method), each                                 | 6           | \$ 225.00        | \$ 1,350.00        |
| Nuclear Density Tests – Sidewalk/Subgrade, each                                 | 12          | \$ 35.00         | \$ 420.00          |
| Nuclear Density Tests – Utilities, each                                         | 60          | \$ 35.00         | \$ 2,100.00        |
| Laboratory Moisture Determination, each                                         | 3           | \$ 40.00         | \$ 120.00          |
| Proof Roll (On-Site Observation and Reporting by PE), each                      | —           | \$ 300.00        | —                  |
| Topsoil Analysis (Hydrometer, pH, and Organic Content), each                    | —           | \$ 400.00        | —                  |
| Trip Charges (Travel Time & Mileage), each                                      | 16          | \$ 235.00        | \$ 3,760.00        |
| Subtotal:                                                                       |             |                  | \$ 8,465.00        |
| <b><u>Aggregate Base &amp; Bituminous</u></b>                                   |             |                  |                    |
| Laboratory Proctor Tests – Standard Method, each                                | 1           | \$ 225.00        | \$ 225.00          |
| Gradations – Aggregate Base Class 5, each                                       | 4           | \$ 115.00        | \$ 460.00          |
| Gradations – Coarse Aggregate Bedding, each                                     | 1           | \$ 115.00        | \$ 115.00          |
| Dynamic Cone Penetrometer (DCP) Tests – Aggregate Base, each                    | 6           | \$ 50.00         | \$ 300.00          |
| Laboratory Moisture Determination, each                                         | 3           | \$ 40.00         | \$ 120.00          |
| Bituminous Properties (Extraction Gradations, & Air Voids), each                | 4           | \$ 475.00        | \$ 1,900.00        |
| Bituminous Density Roll Pattern, each                                           | —           | \$ 350.00        | —                  |
| Density of Pavement Cores, Companions, each                                     | 8           | \$ 75.00         | \$ 600.00          |
| Bituminous Nuclear Density Tests, each                                          | —           | \$ 75.00         | —                  |
| Percent Crushed, each                                                           | 1           | \$ 90.00         | \$ 90.00           |
| Trip Charges (Travel Time & Mileage), each                                      | 11          | \$ 235.00        | \$ 2,585.00        |
| Subtotal:                                                                       |             |                  | \$ 6,395.00        |
| <b><u>Concrete</u></b>                                                          |             |                  |                    |
| Concrete (Air, Slump, Casting, Curing & Compression of Cylinders), per set of 4 | 12          | \$ 250.00        | \$ 3,000.00        |
| Trip Charges (Travel Time & Mileage), each                                      | 13          | \$ 235.00        | \$ 3,055.00        |
| Subtotal:                                                                       |             |                  | \$ 6,055.00        |
| <b>TOTAL:</b>                                                                   |             |                  | <b>\$20,915.00</b> |

Submitted By:  
 Tyler T. Burkes, EIT  
 tylerb@ittmn.com



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Resolution - Requesting Advance Municipal State Aid Funds

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

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

**DEPARTMENT:** Public Works

**PRESENTER:** Paul Sandy, Public Works Director

**ESTIMATED TIME (MIN):** 2 Minutes

## **SUMMARY OF ISSUE**

Attached to this item is a Resolution requesting advance Municipal State Aid (MSA) funds for 2026 projects as well as prior years' projects that were not disbursed MSA funds. As our current MSA Construction Fund is in advance status, to receive MSA funds, the City is required to adopt a resolution requesting the advance funds from future years' allocations. A resolution requesting advance funds was adopted on January 5, 2026. This is a revised request for additional advance funds.

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

As the City's MSA is in advance status, there is no guarantee that additional advance funds would be allocated. If not approved, the City can request advance funds for previous projects in future years.

## **RECOMMENDED ACTION/MOTION**

Move to adopt the attached resolution requesting advance Municipal State Aid construction funds.

## **FINANCIAL IMPACT**

N/A

**RESOLUTION**  
**NO. \_\_\_\_\_**

**RESOLUTION REQUESTING ADVANCE MUNICIPAL STATE AID FUNDS**

WHEREAS, the Municipality of Brainerd is planning to implement Municipal State Aid Street Project(s) in 2026 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

|                                         |                      |
|-----------------------------------------|----------------------|
| Account Balance as of January 5th, 2026 | <u>(\$1,847,185)</u> |
|-----------------------------------------|----------------------|

Less estimated disbursements:

|                                  |                   |
|----------------------------------|-------------------|
| Project # <u>SAP 108-113-008</u> | <u>\$ 25,463</u>  |
| Project # <u>SAP 108-010-008</u> | <u>\$ 274,092</u> |
| Project # <u>SAP 108-137-001</u> | <u>\$ 48,328</u>  |
| Project # <u>SAP 108-104-012</u> | <u>\$ 47,545</u>  |
| Project # <u>SAP 108-119-007</u> | <u>\$ 105,663</u> |
| Project # <u>SAP 108-124-090</u> | <u>\$ 118,153</u> |
| Project # <u>SAP 108-070-010</u> | <u>\$ 478,630</u> |
| Project # <u>SAP 108-010-009</u> | <u>\$ 329,741</u> |
| Project # <u>SAP 108-131-002</u> | <u>\$ 627,735</u> |

|                               |                     |
|-------------------------------|---------------------|
| Total Estimated Disbursements | <u>\$ 2,055,350</u> |
|-------------------------------|---------------------|

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Advance Amount (amount in excess of acct balance) | <u>\$ 3,902,535</u> |
|---------------------------------------------------|---------------------|

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

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

That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Brainerd in an amount up to \$2,055,350. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted this 18<sup>th</sup> day of May 2026

---

MIKE O'DAY  
President of the Council

Approved this 19<sup>th</sup> day of May 2026

---

DAVE BADEAUX  
Mayor

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



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Ordinance Discussion - Special Events

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Direction Requested

**SUBMITTED BY:** James Kramvik, Community Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community Development Director

**ESTIMATED TIME (MIN):** 10 min

## **SUMMARY OF ISSUE**

Staff recently had an issue with an organization that did not want to apply for a Special Event in Gregory Park. The Special Event process is not codified in City Code which makes it difficult for staff to require and enforce a special event application. The proposed ordinance defines a special event and requires those holding special events to apply for and have a special event permit prior to holding an event.

The Community Development Department is working with the Police Department on potential enforcement options and will present it at the next Safety and Public Works meeting.

Staff recommend codifying requirements for Special Events and continuing to refine policies over the next year within the Public Services Department.

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

The proposed ordinance includes a line in Section 835.09 that states, "the applicant is responsible for enforcing and following all City Ordinances, Park Regulations, and Special Event Policies."

A Special Event Policy could be worked on and reviewed by the Park Board and the Safety and Public Works Committee in the future and, when implemented, it would be enforceable based on the proposed language of this ordinance. A policy could indicate when insurance is required, bathroom facility requirements, deposits, etc....

## **RECOMMENDED ACTION/MOTION**

Staff recommend the Safety and Public Works Committee review the proposed language and direct staff to bring a final draft ordinance to the next meeting.

## **FINANCIAL IMPACT**

N/A

Section 835 – Special Events

835.01        Definitions. For purposes of this Section the term “Special Event” means an organized event, gathering, or activity, held on public property, including public streets, sidewalks, walkways, alleys, right-of-way, parks, or any other publicly owned property, which interferes with normal vehicular or pedestrian traffic, or involves fifty (50) or more participants, or amplified sound, or the sale of food or beverages, or the addition of temporary structures, or requires the use of City services, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of the event. Examples include, but are not limited to: Parade, Community Festival, Run/Walk Event, Sporting Event, and a Public Assembly.

835.03        Permit Requirement. Any person or organization desiring to conduct or sponsor a special event in the City shall first obtain a special event permit from the City and are subject to the following provision:

- a) Requests are accepted on a first-come, first-served basis.
- b) The submittal of an application does not guarantee permission to conduct the planned event.
- c) All applications are subject to review and approval by the City.

835.05        Permit Applications. Application for a permit shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- a) Submission of a completed permit application form, including all required attachments.

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

- a) The Applicant shall provide insurance which indemnifies the City of Brainerd and its elected and/or appointed officials, agents, and authorized volunteers from and against any and all claims, actions, suits, proceedings, costs, expenses, damages,

obligations, penalties, injuries, and liabilities (including, without limitation, reasonable court costs, attorney's fees, and the cost of appellate proceedings) arising in connection with the proposed uses in amounts of at a minimum of \$1,000,000 in commercial general liability insurance.

b) Insurance shall cover liability for injury, death and property damage including coverage for alcohol related claims if alcohol will be served.

c) Applicant's insurance shall be primary.

d) The policy shall name the City of Brainerd as an additional insured "as their interest may appear". The name, date and location of event shall be listed under "Description of Operations".

e) The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.

f) At least ten (10) days prior to the event, the Applicant must provide a Certificate of Insurance showing the required coverage to the City.

835.09        Issuance of Permit; Conditions. The City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare of the public or public property. In addition, the applicant shall agree to the following provisions:

a) The Applicant must take all reasonable safety precautions during the event. If canceling or postponing your event, the applicant must notify the City of Brainerd in advance of the original event date.

b) The Applicant is responsible for enforcing and following all City Ordinances, Park Regulations, and Special Event Policies.

c) The City of Brainerd may require a security deposit for a special event. Permits for the event will not be issued until the full security deposit is paid.

c) The Applicant is responsible for cleaning up and disposing of garbage at the event's conclusion. City of Brainerd personnel will inspect the areas after the event. Any costs for repair or clean-up in excess of your deposit will be billed to the individual and/or group who reserved the facility. The sponsoring group and/or applicant are responsible for any damage or accidents that may occur in connection with the event. Deposit is refundable only by recommendation of City Staff.



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Direction on Active Code Enforcement

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** James Kramvik, Community  
Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community  
Development Director

**ESTIMATED TIME (MIN):** 5 Minutes

## **SUMMARY OF ISSUE**

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

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

Attached are the case files for:  
1718 Pine St.

Section 320 action that could be taken against these properties included:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of offense)
- 4) Cease corrective action

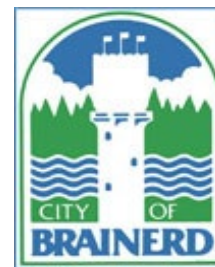
## **RECOMMENDED ACTION/MOTION**

Motion to abate the junk and debris at 1718 Pine St.

## **FINANCIAL IMPACT**

N/A

# MEMO



**TO:** Mayor and City Council

**FROM:** James Kramvik, Community Development Director

**DATE:** May 18<sup>th</sup>, 2026

**RE:** Recommendation for Active Code Enforcement Case

---

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

- **1718 Pine St - repeat offender**
  - Received three (3) Citations due to Previous Offenses in 2025
  - First Citation 04/13/26 – Third Citation 05/04/26
  - \$600 in open citations

*Staff recommend to motion to abate the junk/debris/blight.*

## **Running Summary of Actions Taken**

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected. Working with City Attorney.
- 3) **PID 41191502** – Exterior Structure – Issuing a \$300 citation each month until corrected.
- 4) **401 Holly St** – Fence – Issuing a \$300 citation each month until corrected.
- 5) **113 Washington St NE** – Residing in a commercial business – City Attorney took legal action – Staff continues to monitor the property and has started an outdoor storage case.



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

**THIS IS THE ONLY NOTICE YOU WILL RECEIVE**

**Administrative Citation**

Department of Building Safety – 218-828-2307

EN26-0102

Date of Violation: 04/13/2026

Parcel ID: 41300824

Violator(s): GAUERKE, JOHN M  
1718 PINE ST SE  
BRainerd, MN 56401

Location/Address of Violation: **1718 PINE ST**

### **VIOLATION**

| Section    | Subdivision, Chapter<br>or Article | Fine     |
|------------|------------------------------------|----------|
| IPMC 308.1 | Junk/Debris/Blight                 | \$100.00 |

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

**Citation Amount Due: \$100.00**

**Payment Due By: 30 Days from Date of Violation**

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

**Re-inspection Date: 04/23/2026**

**For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.**

**An additional citation will be issued if the violation is not corrected by the re-inspection date.**

**Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.**

**Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.**

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

Representative: Jason Stockinger, Building Inspector

Date: 04/13/2026

Representative's Signature:

(served via first class mail)







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

**THIS IS THE ONLY NOTICE YOU WILL RECEIVE**

**Administrative Citation**

Department of Building Safety – 218-828-2307

EN26-0102

Date of Violation: 05/04/2026

Parcel ID: 41300824

Violator(s): GAUERKE, JOHN M  
1718 PINE ST SE  
BRainerd, MN 56401

Location/Address of Violation: **1718 PINE ST**

### **VIOLATION**

| Section    | Subdivision, Chapter<br>or Article | Fine     |
|------------|------------------------------------|----------|
| IPMC 308.1 | Junk/Debris/Blight                 | \$300.00 |

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

**Citation Amount Due: \$300.00**

**Payment Due By: 30 Days from Date of Violation**

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

**Re-inspection Date: 05/14/2026**

**For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.**

**An additional citation will be issued if the violation is not corrected by the re-inspection date.**

**Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.**

**Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.**

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

Representative: Jason Stockinger, Building Inspector

Date: 05/04/2026

Representative's Signature:

(served via first class mail)





# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Final Reading - Ordinance 1602 - An Ordinance Amending Section 705 - Water System

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

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

**DEPARTMENT:** Electric

**PRESENTER:** Paul Sandy, Public Works Director

**ESTIMATED TIME (MIN):** 10 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.

The City Council held the first reading of proposed Ordinance 1602 at its meeting on May 4, 2026.

**RECOMMENDED ACTION/MOTION**

1. Hold public hearing.
2. Motion to conduct the final reading of Ordinance 1602 and dispense with the actual reading.  
\*\*Note a motion to dispense with the actual reading must be unanimous
3. Motion to adopt Ordinance 1602
4. Motion to adopt resolution providing for the summary publication of Ordinance 1602.

**FINANCIAL IMPACT**

N/A

**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 30<sup>th</sup> 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 30<sup>th</sup> 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 3<sup>rd</sup> 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.

**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 18th, 2026, the City Council adopted Ordinance No. 1602 which repeals and replaces in its entirety Section 705 – Water System of the City Code.

**WHEREAS**, Ordinance No. 1602 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. 1602 and approves the following summary for publication:

SUMMARY PUBLICATION OF ORDINANCE 1602

AN ORDINANCE PROVIDING FOR THE REPEAL AND REPLACEMENT OF SECTION  
705 – WATER SYSTEM OF THE CITY CODE

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.

Sections of Ordinance 1602 pertain to but is not limited to the following: Conditions Precedent to Receiving City Water, Water Service Connections Responsibility of Costs, Construction, Repairs and Maintenance, Abandoned Service Lines, Water Meter Regulations, Water Service Rates, Bills, and Accounts, Fire Services, Cross Connections and Backflow Prevention.

A full copy of Ordinance 1602 may be reviewed at Brainerd City Hall, 501 Laurel Street, Brainerd, MN 56401.

Adopted this 18<sup>th</sup> day of May 2026

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

Approved this 19<sup>th</sup> day of May 2026

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

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

## **NOTICE OF HEARING**

The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1602. The purpose of this ordinance amendment is to repeal and replace Section 705 of the Brainerd City Code which ensures 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.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, May 18, 2026 in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1602. Any individual needing special accommodation please call (218) 828-2307.

Dated this 6<sup>th</sup> day of May, 2026

Paul Sandy  
Public Works Director



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Resolution - Awarding the Sale of General Obligation Bonds, Series 2026A; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** Connie Hillman, Finance Director

**DEPARTMENT:** Finance

**PRESENTER:** Connie Hillman, Finance Director

**ESTIMATED TIME (MIN):** 10 Minutes

## **SUMMARY OF ISSUE**

Baker Tilly will present an overview of the City's bond rating (attached) as well as the tabulation of bid results, which are not available until Monday.

The City is issuing debt for the following purposes:

- Improvement Bonds - This represents the amount of the local share of the cost for the road improvements with respect to the 10th Street, and Ronald/Joseph/Hawkins projects. This portion of the debt will be repaid with levy dollars and assessment collections and structures with a 10-year repayment term.
- Utility Revenue Bonds - This represents the amount needed to pay for the water, sanitary and storm sewer improvements on the 10th Street, and Ronald/Joseph/Hawkins projects, as well as the TH 210/Washington Street. This portion of the debt will be repaid with net revenues of the City's water, sanitary and storm sewer utilities. The water portion is structured over a 20-year period and the sanitary and storm sewer debt is structured over a 10-year period.
- CIP Bonds - This represents the amount needed to pay for the Fire Station 1 remodel project. This portion of the debt will be repaid with levy dollars and possibly the rent charged as part of the cost to surrounding municipalities that the City serves.

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

The attached resolution is a draft. The draft resolution has many blanks that can only be completed after the bids are received, which will occur on Monday, May 18th. The sale information will be forwarded to our bond council, who will complete the resolution.

## **RECOMMENDED ACTION/MOTION**

Adopt a resolution awarding the sale of general obligation bonds, series 2026A, in the original aggregate principal amount of \$\_\_\_\_\_; fixing their form and specifications; directing their execution and delivery; and providing for their payment.

**FINANCIAL IMPACT**

The debt will be included as part of the debt levy in future years.

May 1, 2026

City of Brainerd  
City Hall  
501 Laurel Street  
Brainerd, MN 56401--3595  
Attention: Connie Hillman, Finance Director

**Re: US\$13,055,000 City of Brainerd, Minnesota, General Obligation Bonds, Series 2026A, dated: Date of Delivery, Due: February 1, 2047**

Dear Connie Hillman,

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA-". S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on [standardandpoors.com](http://standardandpoors.com). Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: [pubfin\\_statelocalgovt@spglobal.com](mailto:pubfin_statelocalgovt@spglobal.com). If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:  
S&P Global Ratings  
Public Finance Department  
55 Water Street  
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at [www.standardandpoors.com](http://www.standardandpoors.com). If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings  
a division of Standard & Poor's Financial Services LLC

em  
enclosures

cc: **Anika Tokhi**  
**Christine Hogan**

**S&P Global Ratings**  
**Terms and Conditions Applicable To Public Finance Credit Ratings**

**General.** The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

**All Credit Rating Actions in S&P Global Ratings' Sole Discretion.** S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

**Publication.** S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

**Reliance on Information.** S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

**Confidential Information.** S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

**S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws.** S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

**Disclaimer of Liability.** S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

## Research Update:

# Brainerd, MN Series 2026A GO Bonds Assigned 'AA-' Rating; Outlook Is Stable

May 1, 2026

## Overview

- S&P Global Ratings assigned its 'AA-' long-term rating to **Brainerd**, Minnesota's roughly \$13.055 million series 2026A general obligation (GO) bonds.
- At the same time, S&P Global Ratings affirmed its 'AA-' long-term rating and underlying rating (SPUR) on the city's outstanding GO debt.
- The outlook is stable.

## Rationale

### Security

The city's full-faith-and-credit unlimited-tax GO pledge secures the bonds. Brainerd additionally pledges net water and storm-utility revenue and special assessments against benefitted properties; however, the rating reflects our opinion of the city's GO pledge because we lack sufficient supporting information to rate the additional pledges under our applicable criteria. Brainerd's outstanding debt also include additional pledges, which we also rate to the GO pledge.

Officials intend to use series 2026A bond proceeds to finance the expansion and remodel of a city fire station, as well as utility improvement projects.

### Credit highlights

In our view, Brainerd's healthy fund balance of \$4.2 million, coupled with conservative management practices and stable finances, support the rating. Brainerd's lower economic indicators, notably income, and higher long-term debt liabilities, both of which are weaker compared with those of its similarly rated peers, somewhat offset its credit strengths. However, city officials have committed to raise utility rates by 2.45% in June 2026 and 2.39% in January 2027 to cover the increased debt burden.

Brainerd's main revenue sources are state aid and property taxes, which accounted for 52% and 31%, respectively, of general fund revenue in fiscal 2024. The adopted fiscal 2025 budget anticipated a \$111,000 deficit but management anticipates unaudited general fund results to reflect a \$653,000 increase in general fund reserves and for the budget to outperform expectations primarily due to increased investment income, licensing and permitting revenues,

### Primary Contact

**Tyler Livesey**  
Chicago  
1-609-426-7533  
tyler.livesey  
@spglobal.com

### Secondary Contact

**Rebecca Y Roman**  
Chicago  
(1) 708-219-0455  
rebecca.roman  
@spglobal.com

and expenditures coming in \$72,000 below budgeted. Brainerd has adopted a fiscal 2026 budget that shows a \$203,000 deficit, primarily due to the spend down of public safety funds received in 2023 and costs associated with the 2026 election. As in prior years, we believe it is possible for the city to outperform its budgeted result.

Our forward-looking assessment of Brainerd's debt-and-liability profile indicates, including the entirety of its GO and utility revenue-backed debt, that costs could increase to as high as 30% of total governmental fund revenues in fiscal 2027 and 2028. The city is currently engaged in a rate study (to be completed in late 2026) to meet future cost increases. On a nominal basis, the city's utility-backed revenue debt is approximately \$29 million, or 67% of total net direct debt. Coupled with Brainerd's unlimited statutory taxing flexibility supporting reliable levy growth, and modest state aid increases, we believe stable revenue will likely support, at least, balanced finances during the two-year outlook despite the increased debt burden.

The rating further reflects our view of Brainerd's:

- Real gross county product that has lagged the national average. Brainerd has experienced continued market value and population growth following the shift to remote work that attracted residents to the rural, recreation-based community. Management reports development plans for a new assisted-living center and a child-care center and expects modest short-term market value growth, which we view as feasible.
- Expectation of stable operating results following a deficit in fiscal 2022 that reflected the city's \$1.9 million payment to settle a lawsuit with former city firefighters. Otherwise, the city has historically maintained breakeven-to-surplus operating results, which we expect to continue despite and expected deficit in 2026, due to the city's history of outperforming budget. Due to its taxing flexibility and modest state aid increases, we expect financial performance will likely remain stable during the two-year outlook horizon.
- Management policies and practices that are sufficient, in our view, with realistic budget assumptions and comprehensive monthly budget-to-actual reporting to the city council. While Brainerd maintains an annually updated capital plan, we do not consider it robust. The city lacks a long-term financial plan. Brainerd has formal investment, debt management, and fund balance policies. Although the city fell out of compliance with its formal policy to maintain 35%-50% of operating expenditures in its fund balance due to the fiscal 2022 settlement, we expect Brainerd's historical practice of outperforming the budget will allow it rebuild its fund balance and comply with its fund-balance policy during the next few fiscal years. The city has implemented policies and practices to mitigate its cyber risk.
- Gross direct debt totals about \$46.3 million. Brainerd plans to issue approximately \$3.7 million net additional debt in 2026 to support road projects. However, the city has a history of matching future issuances with expiring amortization schedules of previously issued debt, and we expect debt costs will likely remain manageable due to the expectation that increased utility rates will cover the new costs.
- Brainerd has limited exposure to pension and other postemployment benefit liabilities, with low per capita net pension liabilities and current retirement benefit costs that, while growing, will likely remain a small share of the budget.
- For more information on our institutional framework assessment for Minnesota municipalities, see "[Institutional Framework Assessment: Minnesota Local Governments](#)," Sept. 10, 2024.

## Environmental, social, and governance

We view environmental, social, and governance factors as neutral in our credit rating analysis

## Outlook

The stable outlook reflects S&P Global Ratings' opinion that Brainerd will likely maintain healthy reserves, supported by its stable revenue profile through mechanisms such as utility rate increase and statutory taxing flexibility. Brainerd's growing property tax base and history of conservative budgeting further support the stable outlook

### Downside scenario

We could lower the rating if Brainerd were to experience sustained financial deterioration, leading to a further weakening of reserves or if its debt were to hamper financial flexibility.

### Upside scenario

All else remaining equal, we could raise the rating if the city's core economic metrics were to improve to levels we consider comparable with those of its higher-rated peers and if our overall view of its management practices were to improve.

### Brainerd, Minnesota--credit summary

|                                 |      |
|---------------------------------|------|
| Institutional framework (IF)    | 1    |
| Individual credit profile (ICP) | 2.68 |
| Economy                         | 5.0  |
| Financial performance           | 2    |
| Reserves and liquidity          | 1    |
| Management                      | 2.65 |
| Debt and liabilities            | 2.75 |

### Brainerd, Minnesota--key credit metrics

|                                              | Most recent | 2024      | 2023      | 2022    |
|----------------------------------------------|-------------|-----------|-----------|---------|
| <b>Economy</b>                               |             |           |           |         |
| Real GCP per capita % of U.S.                | 66          | 66        | 66        | 67      |
| County PCPI % of U.S.                        | 82          | 82        | 82        | 82      |
| Market value (\$000s)                        | 1,250,604   | 1,223,371 | 1,147,039 | 995,357 |
| Market value per capita (\$)                 | 82,526      | 80,729    | 77,367    | 72,941  |
| Top 10 taxpayers % of taxable value          | 10.5        | 10.9      | 11.8      | --      |
| County unemployment rate (%)                 | 4.2         | 3.6       | 3.5       | 3.1     |
| Local median household EBI % of U.S.         | 73          | 73        | 68        | 67      |
| Local per capita EBI % of U.S.               | 73          | 73        | 71        | 71      |
| Local population                             | 15,154      | 15,154    | 14,826    | 13,646  |
| <b>Financial performance</b>                 |             |           |           |         |
| Operating fund revenues (\$000s)             | --          | 14,762    | 13,202    | 11,315  |
| Operating fund expenditures (\$000s)         | --          | 14,540    | 13,067    | 13,937  |
| Net transfers and other adjustments (\$000s) | --          | 216       | 1,106     | 462     |
| Operating result (\$000s)                    | --          | 438       | 1,241     | (2,160) |

## Brainerd, Minnesota--key credit metrics

|                                            | Most recent | 2024   | 2023   | 2022   |
|--------------------------------------------|-------------|--------|--------|--------|
| Operating result % of revenues             | --          | 3.0    | 9.4    | (19.1) |
| Operating result three-year average %      | --          | (2.2)  | (3.4)  | (5.5)  |
| <b>Reserves and liquidity</b>              |             |        |        |        |
| Available reserves % of operating revenues | --          | 28.6   | 23.7   | 22.5   |
| Available reserves (\$000s)                | --          | 4,217  | 3,127  | 2,549  |
| <b>Debt and liabilities</b>                |             |        |        |        |
| Debt service cost % of revenues            | --          | 6.4    | 7.4    | 7.9    |
| Net direct debt per capita (\$)            | 2,806       | 2,110  | 2,202  | 2,290  |
| Net direct debt (\$000s)                   | 42,521      | 31,978 | 32,650 | 31,256 |
| Direct debt 10-year amortization (%)       | 73          | 91     | --     | --     |
| Pension and OPEB cost % of revenues        | --          | 5.0    | 5.0    | 6.0    |
| NPLs per capita (\$)                       | --          | 275    | 389    | 847    |
| Combined NPLs (\$000s)                     | --          | 4,165  | 5,761  | 11,562 |

Financial data may reflect analytical adjustments and are sourced from issuer audit reports or other annual disclosures. Economic data is generally sourced from S&P Global Market Intelligence, the Bureau of Labor Statistics, Claritas, and issuer audits and other disclosures. Local population is sourced from Claritas. Claritas estimates are point in time and not meant to show year-over-year trends. GCP--Gross county product. PCPI--Per capita personal income. EBI--Effective buying income. OPEB--Other postemployment benefits. NPLs--Net pension liabilities.

### Ratings List

#### New Issue Ratings

US\$13.055 mil GO bnds ser 2026A due 02/01/2047

Long Term Rating AA-  
/Stable

#### New Rating

##### Local Government

Brainerd, MN Unlimited Tax General Obligation AA-  
/Stable

#### Ratings Affirmed

##### Local Government

Brainerd, MN Unlimited Tax General Obligation and Special Assessments AA-  
/Stable

Brainerd, MN Unlimited Tax General Obligation and Water and Sewer System AA-  
/Stable

Brainerd, MN Unlimited Tax General Obligation, Special Assessment Revenue, Water System Revenue, and Storm Water System Revenue AA-  
/Stable

Brainerd, MN Unlimited Tax General Obligation, Water System, and Special Assessments AA-  
/Stable

Brainerd, MN Unlimited Tax General Obligation, Water and Sewer System, and Special Assessments AA-  
/Stable

The ratings appearing below the new issues represent an aggregation of debt issues (ASID) associated with related maturities. The maturities similarly reflect our opinion about the creditworthiness of the U.S. Public Finance obligor's legal pledge for payment of the financial obligation. Nevertheless, these maturities may have

## Brainerd, MN Series 2026A GO Bonds Assigned 'AA-' Rating; Outlook Is Stable

different credit ratings than the rating presented next to the ASID depending on whether or not additional legal pledge(s) support the specific maturity's payment obligation, such as credit enhancement, as a result of defeasance, or other factors.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at <https://disclosure.spglobal.com/ratings/en/regulatory/ratings-criteria> for further information. A description of each of S&P Global Ratings' rating categories is contained in "S&P Global Ratings Definitions" at <https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/504352>. Complete ratings information is available to RatingsDirect subscribers at [www.capitaliq.com](http://www.capitaliq.com). All ratings referenced herein can be found on S&P Global Ratings' public website at [www.spglobal.com/ratings](http://www.spglobal.com/ratings).

## Brainerd, MN Series 2026A GO Bonds Assigned 'AA-' Rating; Outlook Is Stable

Copyright ©2026 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software, or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced, or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees, or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness, or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED, OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Some of the Content may have been created with the assistance of an artificial intelligence (AI) tool. Published Content created or processed using AI is composed, reviewed, edited, and approved by S&P personnel.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses, and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment, and experience of the user, its management, employees, advisors, and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. Rating-related publications may be published for a variety of reasons that are not necessarily dependent on action by rating committees, including, but not limited to, the publication of a periodic update on a credit rating and related analyses.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw, or suspend such acknowledgement at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal, or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain nonpublic information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, [www.spglobal.com/ratings](http://www.spglobal.com/ratings) (free of charge) and [www.ratingsdirect.com](http://www.ratingsdirect.com) (subscription) and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at [www.spglobal.com/usratingsfees](http://www.spglobal.com/usratingsfees).

Extract of Minutes of Meeting  
of the City Council of the City of  
Brainerd, Crow Wing County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Brainerd, Minnesota, was held in City Hall in said City on Monday, May 18, 2026, commencing at 7:30 p.m.

The following members of the Council were present:

Member \_\_\_\_\_ was noted as absent.

The Council President announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2026A, to be issued in the original aggregate principal amount of \$\_\_\_\_\_.

The Finance Director presented a tabulation of proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member \_\_\_\_\_ then introduced the following written resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_.

The following voted nay: \_\_\_\_\_.

Whereupon the following resolution was declared duly passed and adopted:

**RESOLUTION**  
**NO. \_\_\_\_:26**

**A RESOLUTION AWARDING THE SALE OF GENERAL  
OBLIGATION BONDS, SERIES 2026A, IN THE ORIGINAL  
AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_; FIXING  
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR  
EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR  
PAYMENT**

BE IT RESOLVED By the City Council of the City of Brainerd, Crow Wing County, Minnesota (the "City"), as follows:

Section 1.     Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on April 20, 2026, the City authorized the sale of its General Obligation Bonds, Series 2026A (the "Bonds"), for the following purposes:

(a) to finance the construction of capital improvements included in the capital improvement plan approved by the City Council on April 6, 2026, following a duly noticed public hearing, including but not limited to remodeling and expansion of Fire Station 1, located at the intersection of East River Road and Laurel Street in the City (the "Capital Improvements"), pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.521 (the "CIP Act"); the City did not receive a qualified petition for a referendum on the issuance of the CIP Bonds within thirty (30) days of the date of the public hearing;

(b) to finance the construction of certain assessable public improvements in the City designated as the Wright/S. 10<sup>th</sup> Street Reconstruction Project (Improvement 17-12) and Hawkins-Ronald-Joseph Resurfacing Project (Improvement 23-14) (the "Assessable Improvements"), pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (the "Improvement Act"), which Assessable Improvements were consolidated as a single improvement project in accordance with Minnesota Statutes, Section 435.56, as amended, and the Improvement Act; and

(c) to finance the construction of various improvements to the City's water system, storm sewer system, and sanitary sewer system (the "Utility Improvements"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (the "Utility Revenue Act").

1.02. Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$\_\_\_\_\_.00, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_, less underwriter's discount of \$\_\_\_\_\_], plus accrued interest, if any, to date of delivery for the Bonds bearing interest as follows:

| <u>Year</u> | <u>Interest Rate</u> | <u>Year</u> | <u>Interest Rate</u> |
|-------------|----------------------|-------------|----------------------|
| 2028        | %                    | 2038        | %                    |
| 2029        |                      | 2039        |                      |
| 2030        |                      | 2040        |                      |
| 2031        |                      | 2041        |                      |
| 2032        |                      | 2042        |                      |
| 2033        |                      | 2043        |                      |
| 2034        |                      | 2044        |                      |
| 2035        |                      | 2045        |                      |
| 2036        |                      | 2046        |                      |
| 2037        |                      | 2047        |                      |

True interest cost: \_\_\_\_\_%

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be deposited in the accounts of the Debt Service Fund or the accounts of the Construction Fund hereinafter created, as determined by the Finance Director of the City in consultation with the City's municipal advisor. The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the CIP Act, the Improvement Act, and the Utility Revenue Act (collectively, the "Act") in the original aggregate principal amount of \$\_\_\_\_\_, originally dated the date of delivery (which is anticipated to be June 17, 2026), in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| 2028        | \$            | 2038        | \$            |
| 2029        |               | 2039        |               |
| 2030        |               | 2040        |               |
| 2031        |               | 2041        |               |
| 2032        |               | 2042        |               |
| 2033        |               | 2043        |               |
| 2034        |               | 2044        |               |
| 2035        |               | 2045        |               |
| 2036        |               | 2046        |               |
| 2037        |               | 2047        |               |

(a) \$\_\_\_\_\_ of the Bonds (the "CIP Bonds"), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Capital Improvements:

| Year | Amount | Year | Amount |
|------|--------|------|--------|
| 2028 | \$     | 2038 | \$     |
| 2029 |        | 2039 |        |
| 2030 |        | 2040 |        |
| 2031 |        | 2041 |        |
| 2032 |        | 2042 |        |
| 2033 |        | 2043 |        |
| 2034 |        | 2044 |        |
| 2035 |        | 2045 |        |
| 2036 |        | 2046 |        |
| 2037 |        | 2047 |        |

(b) \$\_\_\_\_\_ of the Bonds (the "Improvement Bonds"), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Assessable Improvements:

| Year | Amount | Year | Amount |
|------|--------|------|--------|
| 2028 | \$     | 2038 | \$     |
| 2029 |        | 2039 |        |
| 2030 |        | 2040 |        |
| 2031 |        | 2041 |        |
| 2032 |        | 2042 |        |
| 2033 |        | 2043 |        |
| 2034 |        | 2044 |        |
| 2035 |        | 2045 |        |
| 2036 |        | 2046 |        |
| 2037 |        | 2047 |        |

(c) The remainder of the Bonds in the principal amount of \$\_\_\_\_\_ (the "Utility Revenue Bonds"), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Utility Improvements:

| Year | Amount | Year | Amount |
|------|--------|------|--------|
| 2028 | \$     | 2038 | \$     |
| 2029 |        | 2039 |        |
| 2030 |        | 2040 |        |
| 2031 |        | 2041 |        |
| 2032 |        | 2042 |        |
| 2033 |        | 2043 |        |
| 2034 |        | 2044 |        |
| 2035 |        | 2045 |        |
| 2036 |        | 2046 |        |
| 2037 |        | 2047 |        |

1.05. Optional Redemption. The City may elect on February 1, 2035, and on any day thereafter to prepay Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof)

of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20\_\_\_\_ and February 1, 20\_\_\_\_ shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 20\_\_\_\_ Term Bond

Principal Amount

---

\* *Maturity*

February 1, 20\_\_\_\_ Term Bond

Principal Amount

---

\* *Maturity]*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2027, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar" and the "Paying Agent"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds

and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the

Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kutak Rock LLP, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges; and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2026A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Capital Improvements Account," the "Assessable Improvements Account," and the "Utility Improvements Account." Amounts in the Capital Improvements Account are irrevocably pledged to the CIP Bonds, amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Capital Improvements Account. Proceeds of ad valorem taxes hereinafter levied for the payment of the CIP Bonds are hereby pledged to the Capital Improvements Account of the Debt Service Fund. There is hereby appropriated to the Capital Improvements Account all investment earnings on amounts in the Capital Improvements Account and any other funds of the City for the payment of the principal of, premium, if any, and interest on the CIP Bonds. There is also hereby appropriated to the Capital Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

(b) Assessable Improvements Account. Proceeds of special assessments levied or to be levied against property specially benefited by the Assessable Improvements (the "Assessments") and ad valorem taxes hereinafter levied for the payment of the Improvement Bonds are hereby pledged to the Assessable Improvements Account of the Debt Service Fund. There is hereby appropriated to the Assessable Improvements Account all investment earnings on amounts in the Assessable Improvements Account and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Improvement Bonds. There is also hereby appropriated to the Assessable Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

(c) Utility Improvements Account. The City will continue to maintain and operate its Water Fund, Storm Sewer Fund, and Sanitary Sewer Fund, to which will be credited all gross revenues of the water system, the storm sewer system, and the sanitary sewer system, respectively, and out of which will be paid all normal and reasonable expenses of current operations of the water system, the storm sewer system, and the sanitary sewer system. Any balances therein are deemed net revenues (the "Net Revenues") and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund, which Utility Improvements Account will be used only to pay the principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Improvements Account a sufficient amount to pay the principal of and

interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Improvements Account to the City Council. There is hereby appropriated to the Utility Improvements Account all investment earnings on amounts in the Utility Improvements Account and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Utility Revenue Bonds. There is also hereby appropriated to the Utility Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2026A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Capital Improvements Account," the "Assessable Improvements Account," and the "Utility Improvements Account."

(a) Capital Improvements Account. Proceeds of the CIP Bonds, less the appropriations made in Section 4.01(a) hereof, together with ad valorem taxes and any other funds appropriated for the Capital Improvements collected during the construction of the Capital Improvements, will be deposited in the Capital Improvements Account of the Construction Fund to be used solely to defray expenses of the Capital Improvements and the payment of principal and interest on the CIP Bonds prior to the completion and payment of all costs of the Capital Improvements. When the Capital Improvements are completed and the cost thereof paid, the Capital Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Capital Improvements Account of the Debt Service Fund.

(b) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(b) hereof, together with any other funds appropriated for the Assessable Improvements, Assessments, and ad valorem taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Improvement Act under the direction of the City Council. When the Assessable Improvements are completed and the costs thereof paid, the Assessable Improvements Account is to be closed and subsequent collections of Assessments and ad valorem taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(c) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(c) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Improvements Account is to be closed and any funds remaining may be deposited in the Utility Improvements Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2027 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Utility Revenue Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the water system, the storm sewer system, and the sanitary sewer system as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Water Fund, the Storm Sewer Fund, and the Sanitary Sewer Fund, respectively, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Improvements Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the water system, the storm sewer system, and the sanitary sewer system in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the water system, the storm sewer system, and the sanitary sewer system and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will

furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the water system, the storm sewer system, and the sanitary sewer system to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the water system, the storm sewer system, and the sanitary sewer system insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Utility Revenue Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the water system, the storm sewer system, and the sanitary sewer system as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in the pledged Net Revenues.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the CIP Bonds and a portion of the principal of and interest on the Improvement Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City (the "Taxes"), which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Capital Improvements Account and the Assessable Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.

4.07. Debt Service Coverage. It is hereby determined that the estimated collection of Assessments and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds. It is hereby determined that the estimated collection of Net Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the

Utility Revenue Bonds. The tax levy provided for the Bonds in Section 4.06 hereof is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor-Treasurer of Crow Wing County, Minnesota (the "County Auditor-Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor-Treasurer and to obtain the certificate required by Section 475.63 of the Act.

## Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the President of the City Council, the City Administrator, and/or the Finance Director to this resolution or any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

## Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the

Internal Revenue Code of 1986 (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The City will not designate the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered

owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

## Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

Adopted this 18th day of May, 2026.

---

MIKE O'DAY  
President of the Council

Approved this 19th day of May, 2026.

---

DAVE BADEAUX  
Mayor

ATTEST:

---

NICHOLAS W. BROYLES  
City Administrator

**EXHIBIT A**  
**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF CROW WING  
CITY OF BRAINERD

GENERAL OBLIGATION BOND  
SERIES 2026A

| <u>Rate</u> | <u>Maturity</u>  | <u>Date of<br/>Original Issue</u> | <u>CUSIP</u> |
|-------------|------------------|-----------------------------------|--------------|
|             | February 1, 20__ | June 17, 2026                     |              |

Registered Owner: CEDE & CO.

The City of Brainerd, Minnesota, a duly organized and existing municipal corporation in Crow Wing County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2027, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2035, and on any day thereafter to prepay Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[Insert Term Bond language, if applicable.]

This Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_ all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on May 18, 2026 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be

incurred in making certain capital improvements, assessable public improvements, and improvements to the water system, the storm sewer system, and the sanitary sewer system of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, and 475, as amended, including Section 475.521, and the principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by improvements, ad valorem taxes, and net revenues of the water system, the storm sewer system, and the sanitary sewer system of the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, ad valorem taxes, and net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has not designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the water system, the storm sewer system, and the sanitary sewer system free from competition by other like municipal utilities; that adequate insurance on said water system, storm sewer system, and sanitary sewer system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Water Fund, the Storm Sewer Fund, and the Sanitary Sewer Fund, into which it will pay all of the gross revenues from the water system, the storm sewer system, and the sanitary sewer system, respectively; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2026A Debt Service Fund, into which it will pay, out of the net revenues from the water system, the storm sewer system, and the sanitary sewer system, a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water system, the storm sewer system, and the sanitary sewer system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Brainerd, Crow Wing County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: June 17, 2026

**CITY OF BRAINERD, MINNESOTA**

(Facsimile)  
\_\_\_\_\_  
Mayor

(Facsimile)  
\_\_\_\_\_  
City Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) \_\_\_\_\_ (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

---

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond  
is held by joint account.)

Please insert social security or other  
identifying number of assignee

---

---

### PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

---

Cede & Co.  
Federal ID #13-2555119

---

**EXHIBIT C**  
**TAX LEVY SCHEDULES**

**Tax Levy Schedule for the CIP Bonds**

**Tax Levy Schedule for the Improvement Bonds**

STATE OF MINNESOTA     )  
                                      )  
COUNTY OF CROW WING   ) SS.  
                                      )  
CITY OF BRAINERD         )

I, the undersigned, being the duly qualified and acting City Administrator of the City of Brainerd, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 18, 2026, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Bonds, Series 2026A, in the original aggregate principal amount of \$\_\_\_\_\_.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this \_\_\_\_\_ day of May, 2026.

(SEAL)

\_\_\_\_\_  
City Administrator  
City of Brainerd, Minnesota



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Public Hearing and Resolution - Improvement 25-06 - Order Improvement, Accept Bids, and Award Contract

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

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

**DEPARTMENT:** Public Works

**PRESENTER:** Paul Sandy, Public Works Director

**ESTIMATED TIME (MIN):** 15 Minutes

## **SUMMARY OF ISSUE**

Notices have been published and mailed for the re-scheduled public hearing for Improvement 25-06 - 2026 Resurfacing Projects. The original notice for the April 6th hearing was not publicly noticed in the paper and thus staff has recommended the Council hold a re-scheduled public hearing to ensure that the project stays within compliance of the Minn. Statute 429.031 requirements.

Bids for the project were opened on Thursday, May 14th at 11 a.m. Attached to this request are the bid results. Following the public hearing, staff is recommending that the Council adopts the attached resolution that re-affirms the ordering of the improvement, as well as accepting the bids and awarding the contract.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS** Improvement 25-06 is a resurfacing project on the following streets:

- Spruce Drive – Buffalo Hills Lane to South 6th Street
- Graydon Avenue – Woodcrest Road to Birchridge Drive
- Hillcrest Drive – Buffalo Hills Lane to Dead End
- Pine Street – SE 16th Street to Walnut Street
- Dal Mar Drive – 8759 Dal Mar Drive to Dead End
- Dal Mar Circle – Dal Mar Drive to Dead End
- South 11th Street – Thiesse Drive to Industrial Park Road (CR 117)

In total, two bids were received. The Bid Summary is attached. The Engineer's Estimate for the improvement is \$837,697. The low bidder is Knife River Corporation - North Central with a total bid of \$696,945.10. The bid represents a cost that is \$140,751.90 under engineer's estimate (16.8% under engineer's estimate). In reviewing the bids, it appears that the bids received were responsible and appropriate for the scope and scale of the project.

## **RECOMMENDED ACTION/MOTION**

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Motion to adopt the attached resolution in which orders the improvement, accepts the bids, and awards the contract to Knife River Corporation - North Central in the total contract amount of \$696,945.10 and authorize proper signatures on the agreement documents.

**FINANCIAL IMPACT**

\$696,945.10. Funds are anticipated to be expended from Construction Fund 401 and respective utility enterprise funds for the improvements.

**RESOLUTION**  
**NO. \_\_\_\_\_**

**RESOLUTION ORDERING IMPROVEMENT AND ACCEPTING BID  
IMPROVEMENT 25-06 – 2026 BRAINERD RESURFACING PROJECT**

WHEREAS, the City Council on the 20<sup>th</sup> day of April 2026, fixed a date for a Council hearing on the 2026 Brainerd Resurfacing Project, to consider following improvements:

Street Resurfacing

Spruce Drive – Buffalo Hills Lane to South 6<sup>th</sup> Street  
Graydon Avenue – Woodcrest Road to Birchridge Drive  
Hillcrest Drive – Buffalo Hills Lane to Dead End  
Pine Street – SE 16<sup>th</sup> Street to Walnut Street  
Dal Mar Drive – 8759 Dal Mar Drive to Dead End  
Dal Mar Circle – Dal Mar Drive to Dead End  
South 11<sup>th</sup> Street – Thiesse Drive to Industrial Park Road (CR 117)

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 18<sup>th</sup> day of May 2026, at which all persons desiring to be heard were given an opportunity to be heard thereon; and,

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

| <u>NAME OF BIDDER</u>                                     | <u>AMOUNT OF BID</u> |
|-----------------------------------------------------------|----------------------|
| Knife River Corporation - North Central                   | \$696,945.10         |
| Anderson Brothers Construction<br>Company of Brainerd LLC | \$778,790.90         |

AND WHEREAS, Knife River Corporation - North Central is the lowest responsible bidder; and

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the Feasibility Report dated February 24, 2026.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted April 20, 2026.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Knife River Corporation - North Central for the amount of its said bid in the name of the City of Brainerd for the improvements above described according to the plans and specifications therefore approved by the City Council and of record in the office of the City Administrator.

5. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 18<sup>th</sup> day of May 2026

---

MIKE O'DAY  
President of the Council

Approved this 19<sup>th</sup> day of May 2026

---

DAVE BADEAUX  
Mayor

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

## **EXHIBIT A**

### **IMPACT OF ASSESSMENTS CITY OF BRAINERD IMPROVEMENT NO. 25-06**

Available at Hearing Held May 18, 2026

The impact of the improvement is to provide necessary and desirable facilities for public use. The impact of the assessments for the improvement is to make benefited properties and their owners responsible for paying the costs of the improvement over time, not the public at large. The extent of the impact of the assessments depends upon the amount assessed.

A reasonable estimate of the total amount assessed is \$360,000.00. This is approximately one-half of the street resurfacing costs being assessed, per the City's Assessment Policy. The City reserves the right when actually levying assessments to assess up to the full costs of the improvement, which may exceed estimates available at the time of the hearing on the improvement.

The following is a description of the methodology the city intends to use to calculate individual assessments for affected parcels on Improvement 25-06: Front footage with applicable deductions for side-yards calculated in based on the City's Assessment Policy. The City reserves the right when actually levying assessments to modify or depart from this methodology to the extent the City deems appropriate.



May 14, 2026

Honorable Mayor and City Council  
City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

Re: 2026 Resurfacing Project  
City of Brainerd, MN  
WSB Project No. 032368-000

Dear Mayor and City Council Members:

Electronic bids were received for the above-referenced project on Thursday, May 14, 2026, and were viewed and read aloud. Two bids were received. The enclosed Bid Tabulation indicates the low bidder as Knife River Corporation – North Central, Sauk Rapids, Minnesota, in the amount of \$696,945.10. The Engineer's Estimate was \$837,697.00.

We recommend that the City Council consider these bids and award a contract in the amount of \$696,945.10 to Knife River Corporation – North Central, based on the results of the bids received.

If you have any questions, please call me at 218.855.9659.

Sincerely,  
WSB

Ethan Yous, PE  
Project Manager

Attachments

cc: Jerome Emmerich, Knife River Corporation – North Central

ar

14275 GOLF COURSE DRIVE | SUITE 210 | BAXTER, MN | 56425 | 218.824.3960 | WSBENG.COM

## BID TABULATION SUMMARY

2026 Resurfacing Project

City of Brainerd, MN

WSB Project No. 032368-000

Bid Opening: May 14, 2026 at 11:00 a.m. local time



 DENOTES CORRECTED FIGURE

| Contractor                 |                                         | Non-Collusion Affidavit | Responsible Contractor Form | Bid Security (5%) | Grand Total Bid |
|----------------------------|-----------------------------------------|-------------------------|-----------------------------|-------------------|-----------------|
| 1                          | Knife River Corporation - North Central | X                       | X                           | X                 | \$696,945.10    |
|                            | Anderson Brothers Construction          |                         |                             |                   |                 |
| 2                          | Company of Brainerd LLC                 | X                       | X                           | X                 | \$778,790.90    |
| Engineer's Opinion of Cost |                                         |                         |                             |                   | \$837,697.00    |

I hereby certify that this is a true and correct tabulation of the bids as received on May 14, 2026.

  
Ethan Youso, PE, Project Manager

# Bid Tabulation

2026 Resurfacing Project

City of Brainerd, MN

WSB Project No. 032368-000

Bid Opening: May 14, 2026 at 11:00 a.m. local time



DENOTES CORRECTED FIGURE

| Line No. | Material No. | Item                                       | Units | Quantity | Engineer's Estimate |              | Knife River Corporation - North Central |              | Anderson Brothers Construction Company of Brainerd LLC |              |
|----------|--------------|--------------------------------------------|-------|----------|---------------------|--------------|-----------------------------------------|--------------|--------------------------------------------------------|--------------|
|          |              |                                            |       |          | Unit Price          | Total Price  | Unit Price                              | Total Price  | Unit Price                                             | Total Price  |
|          |              |                                            |       |          |                     |              |                                         |              |                                                        |              |
| Base Bid |              |                                            |       |          |                     |              |                                         |              |                                                        |              |
| 1        | 2021.501     | MOBILIZATION                               | LS    | 1        | \$30,000.00         | \$30,000.00  | \$30,000.00                             | \$30,000.00  | \$42,000.00                                            | \$42,000.00  |
| 2        | 2101.502     | CLEARING                                   | EACH  | 1        | \$750.00            | \$750.00     | \$1,000.00                              | \$1,000.00   | \$925.00                                               | \$925.00     |
| 3        | 2101.502     | GRUBBING                                   | EACH  | 1        | \$500.00            | \$500.00     | \$750.00                                | \$750.00     | \$1,100.00                                             | \$1,100.00   |
| 4        | 2104.502     | REMOVE DRAINAGE STRUCTURE                  | EACH  | 2        | \$4,000.00          | \$8,000.00   | \$650.00                                | \$1,300.00   | \$2,750.00                                             | \$5,500.00   |
| 5        | 2104.503     | SAWING BIT PAVEMENT (FULL DEPTH)           | L F   | 1,390    | \$3.50              | \$4,865.00   | \$2.75                                  | \$3,822.50   | \$1.00                                                 | \$1,390.00   |
| 6        | 2104.503     | REMOVE SEWER PIPE (STORM)                  | L F   | 349      | \$30.00             | \$10,470.00  | \$14.00                                 | \$4,886.00   | \$15.50                                                | \$5,409.50   |
| 7        | 2104.503     | REMOVE CURB & GUTTER                       | L F   | 1,270    | \$7.50              | \$9,525.00   | \$9.50                                  | \$12,065.00  | \$10.50                                                | \$13,335.00  |
| 8        | 2104.504     | REMOVE CONCRETE DRIVEWAY PAVEMENT          | S Y   | 20       | \$30.00             | \$600.00     | \$22.00                                 | \$440.00     | \$16.50                                                | \$330.00     |
| 9        | 2104.504     | REMOVE BITUMINOUS DRIVEWAY PAVEMENT        | S Y   | 220      | \$10.00             | \$2,200.00   | \$16.50                                 | \$3,630.00   | \$5.75                                                 | \$1,265.00   |
| 10       | 2104.504     | REMOVE BITUMINOUS PAVEMENT                 | S Y   | 24,160   | \$3.50              | \$84,560.00  | \$2.75                                  | \$66,440.00  | \$1.75                                                 | \$42,280.00  |
| 11       | 2104.601     | SALVAGE AND REINSTALL LANDSCAPE STRUCTURES | L S   | 1        | \$2,500.00          | \$2,500.00   | \$1,600.00                              | \$1,600.00   | \$575.00                                               | \$575.00     |
| 12       | 2106.507     | EXCAVATION - COMMON (P)                    | C Y   | 309      | \$35.00             | \$10,815.00  | \$21.35                                 | \$6,597.15   | \$25.00                                                | \$7,725.00   |
| 13       | 2106.507     | COMMON EMBANKMENT (CV)                     | C Y   | 33       | \$35.00             | \$1,155.00   | \$18.65                                 | \$615.45     | \$16.50                                                | \$544.50     |
| 14       | 2118.507     | AGGREGATE SURFACING (CV) CLASS SPECIAL     | C Y   | 6        | \$75.00             | \$450.00     | \$60.00                                 | \$360.00     | \$55.00                                                | \$330.00     |
| 15       | 2123.61      | STREET SWEEPER (WITH PICKUP BROOM)         | HOURL | 30       | \$225.00            | \$6,750.00   | \$175.00                                | \$5,250.00   | \$135.00                                               | \$4,050.00   |
| 16       | 2211.507     | AGGREGATE BASE (CV) CLASS 5                | C Y   | 120      | \$40.00             | \$4,800.00   | \$49.00                                 | \$5,880.00   | \$25.00                                                | \$3,000.00   |
| 17       | 2211.507     | AGGREGATE BASE (CV) CLASS 5 (P)            | C Y   | 304      | \$40.00             | \$12,160.00  | \$46.00                                 | \$13,984.00  | \$42.00                                                | \$12,768.00  |
| 18       | 2231.604     | BITUMINOUS PATCH SPECIAL                   | S Y   | 50       | \$50.00             | \$2,500.00   | \$52.00                                 | \$2,600.00   | \$45.00                                                | \$2,250.00   |
| 19       | 2232.504     | MILL BITUMINOUS SURFACE (2.0")             | S Y   | 16,410   | \$2.50              | \$41,025.00  | \$2.00                                  | \$32,820.00  | \$2.40                                                 | \$39,384.00  |
| 20       | 2232.604     | MILL BITUMINOUS PAVEMENT (SPECIAL)         | S Y   | 50       | \$25.00             | \$1,250.00   | \$34.00                                 | \$1,700.00   | \$10.00                                                | \$500.00     |
| 21       | 2360.504     | TYPE SP 9.5 WEAR CRS MIX (2,B) 2.0" THICK  | S Y   | 260      | \$20.00             | \$5,200.00   | \$33.00                                 | \$8,580.00   | \$48.45                                                | \$12,597.00  |
| 22       | 2360.509     | TYPE SP 9.5 WEARING COURSE MIX (2,B)       | TON   | 4,810    | \$83.00             | \$399,230.00 | \$65.00                                 | \$312,650.00 | \$72.00                                                | \$346,320.00 |
| 23       | 2411.502     | CONCRETE FLUME                             | EACH  | 4        | \$1,500.00          | \$6,000.00   | \$450.00                                | \$1,800.00   | \$500.00                                               | \$2,000.00   |
| 24       | 2503.503     | 18" RC PIPE SEWER DES 3006 CL V            | L F   | 349      | \$90.00             | \$31,410.00  | \$79.00                                 | \$27,571.00  | \$180.00                                               | \$62,820.00  |
| 25       | 2504.602     | ADJUST GATE VALVE & BOX                    | EACH  | 19       | \$400.00            | \$7,600.00   | \$250.00                                | \$4,750.00   | \$300.00                                               | \$5,700.00   |
| 26       | 2506.502     | ADJUST FRAME & RING CASTING                | EACH  | 35       | \$850.00            | \$29,750.00  | \$350.00                                | \$12,250.00  | \$575.00                                               | \$20,125.00  |
| 27       | 2506.602     | CONNECT INTO EXISTING DRAINAGE STRUCTURE   | EACH  | 2        | \$2,000.00          | \$4,000.00   | \$1,750.00                              | \$3,500.00   | \$4,250.00                                             | \$8,500.00   |
| 28       | 2511.507     | RANDOM RIPRAP CLASS III                    | C Y   | 5        | \$150.00            | \$750.00     | \$190.00                                | \$950.00     | \$165.00                                               | \$825.00     |
| 29       | 2531.503     | CONCRETE CURB & GUTTER DESIGN B424         | L F   | 485      | \$40.00             | \$19,400.00  | \$37.50                                 | \$18,187.50  | \$41.50                                                | \$20,127.50  |
| 30       | 2531.503     | CONCRETE CURB & GUTTER DESIGN B618         | L F   | 940      | \$40.00             | \$37,600.00  | \$33.00                                 | \$31,020.00  | \$35.00                                                | \$32,900.00  |
| 31       | 2531.504     | 7" CONCRETE DRIVEWAY PAVEMENT              | S Y   | 22       | \$75.00             | \$1,650.00   | \$195.75                                | \$4,306.50   | \$215.00                                               | \$4,730.00   |

Bid Tabulation

2026 Resurfacing Project

City of Brainerd, MN

WSB Project No. 032368-000

Bid Opening: May 14, 2026 at 11:00 a.m. local time



DENOTES CORRECTED FIGURE

| Line No.  | Material No. | Item                                    | Units | Quantity | Engineer's Estimate |              | Knife River Corporation - North Central |              | Anderson Brothers Construction Company of Brainerd LLC |              |
|-----------|--------------|-----------------------------------------|-------|----------|---------------------|--------------|-----------------------------------------|--------------|--------------------------------------------------------|--------------|
|           |              |                                         |       |          | Unit Price          | Total Price  | Unit Price                              | Total Price  | Unit Price                                             | Total Price  |
| 32        | 2531.603     | CONCRETE CURB & GUTTER DES SURMOUNTABLE | L F   | 220      | \$40.00             | \$8,800.00   | \$38.50                                 | \$8,470.00   | \$42.50                                                | \$9,350.00   |
| 33        | 2531.604     | 7" CONCRETE VALLEY GUTTER               | S Y   | 60       | \$125.00            | \$7,500.00   | \$157.75                                | \$9,465.00   | \$175.00                                               | \$10,500.00  |
| 34        | 2563.601     | TRAFFIC CONTROL                         | LS    | 1        | \$3,000.00          | \$3,000.00   | \$5,000.00                              | \$5,000.00   | \$3,600.00                                             | \$3,600.00   |
| 35        | 2573.502     | STORM DRAIN INLET PROTECTION            | EACH  | 25       | \$200.00            | \$5,000.00   | \$195.00                                | \$4,875.00   | \$115.00                                               | \$2,875.00   |
| 36        | 2573.503     | SILT FENCE, TYPE MS                     | L F   | 890      | \$3.50              | \$3,115.00   | \$5.00                                  | \$4,450.00   | \$5.50                                                 | \$4,895.00   |
| 37        | 2573.503     | SEDIMENT CONTROL LOG TYPE WOOD FIBER    | L F   | 3,420    | \$3.00              | \$10,260.00  | \$5.00                                  | \$17,100.00  | \$5.50                                                 | \$18,810.00  |
| 38        | 2574.507     | COMMON TOPSOIL BORROW                   | C Y   | 81       | \$45.00             | \$3,645.00   | \$58.00                                 | \$4,698.00   | \$50.00                                                | \$4,050.00   |
| 39        | 2575.501     | TURF ESTABLISHMENT                      | LS    | 1        | \$15,000.00         | \$15,000.00  | \$17,500.00                             | \$17,500.00  | \$18,250.00                                            | \$18,250.00  |
| 40        | 2575.504     | ROLLED EROSION PREVENTION CATEGORY 80A  | S Y   | 25       | \$75.00             | \$1,875.00   | \$140.00                                | \$3,500.00   | \$155.00                                               | \$3,875.00   |
| 41        | 2582.503     | 4" SOLID LINE PAINT                     | L F   | 582      | \$3.50              | \$2,037.00   | \$1.00                                  | \$582.00     | \$2.20                                                 | \$1,280.40   |
| TOTAL BID |              |                                         |       |          |                     | \$837,697.00 |                                         | \$696,945.10 |                                                        | \$778,790.90 |

I hereby certify that this is an exact reproduction of bids received.

Certified By: 

License No. 62781

Date: May 14, 2026



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Resolution - Improvement 25-05 - SE Brainerd Reconstruction Project - Accepting Bids

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

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

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

## **SUMMARY OF ISSUE**

Bids for the project were opened on Tuesday, May 5th at 10 a.m. Attached to this request are the bid results and a resolution accepting those results for Improvement 25-05 - Southeast Brainerd Reconstruction Project.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS** Improvement 25-05 is a reconstruction project on the following streets:

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

In total, 7 bids were received. The Bid Summary is attached. Engineer's Estimate for the improvement is \$3,477,008.00. The low bidder is Ryan Contracting with a total bid of \$2,995,049.25. The bid represents a cost that is \$481,958.75 under engineer's estimate (13.9% under engineer's estimate). In reviewing the bids, it appears that the bids received were responsible and appropriate for the scope and scale of the project.

## **RECOMMENDED ACTION/MOTION**

Motion to adopt the attached resolution in which accepts the bids and awards the contract to Ryan Contracting in the total contract amount of \$2,995,049.25 and authorize proper signatures on the agreement documents.

## **FINANCIAL IMPACT**

\$2,995,049.25. This total bid amount will be split between respective construction and enterprise funds including Construction Fund 401, Sanitary Sewer Fund, Water Fund, and Storm Sewer Fund.

**RESOLUTION**  
**NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING BID**

WHEREAS, pursuant to an advertisement for bids for the improvements of the following described improvements:

**IMPROVEMENT 25-05**

Street Reconstruction

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

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

| <u>NAME OF BIDDER</u>              | <u>AMOUNT OF BID</u> |
|------------------------------------|----------------------|
| Ryan Contracting Co.               | \$2,995,049.25       |
| DeChantal Excavating LLC           | \$3,245,492.38       |
| Geislinger & Sons, Inc.            | \$3,283,775.66       |
| Anderson Brothers Construction LLC | \$3,569,091.50       |
| Meyer Contracting Inc.             | \$3,599,732.28       |
| J.R. Ferche, Inc.                  | \$3,783,890.70       |
| RL Larson Excavating, Inc.         | \$4,502,053.56       |

AND WHEREAS, Ryan Contracting Co. is the lowest responsible bidder; and

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Ryan Contracting Co. for the amount of its said bid in the name of the City of Brainerd for the improvements above de-scribed according to the plans and specifications therefore approved by the City Council and of record in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 18<sup>th</sup> day of May 2026

---

MIKE O'DAY  
President of the Council

Adopted this 19<sup>th</sup> day of May 2026

---

DAVE BADEAUX  
Mayor

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



Real People. Real Solutions.

7656 Design Road  
Suite 200  
Baxter, MN 56425-8676

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

May 5, 2026

Mayor and City Council  
City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

RE: Bid Review and Award Recommendation  
2026 South Brainerd Reconstruction Project (City Improvement 25-05)  
BMI Project No.: 25X.141729.000

Dear Mayor and Council:

Pursuant to authority of the City Council, bids for the above referenced project were opened and read aloud at Brainerd City Hall at 10:00 A.M. on Tuesday, May 5, 2026. Seven bids were received:

| Contractor                 | Bid Total      |
|----------------------------|----------------|
| Ryan Contracting Company   | \$2,995,049.25 |
| DeChantal Excavating LLC   | \$3,245,492.38 |
| Geislinger & Sons          | \$3,283,775.66 |
| Anderson Brothers Company  | \$3,569,091.50 |
| Meyer Contracting, Inc.    | \$3,599,732.28 |
| J.R. Ferche, Inc.          | \$3,783,890.70 |
| RL Larson Excavating, Inc. | \$4,502,053.56 |
| Engineer's Estimate        | \$3,477,008.00 |

The apparent low bidder is Ryan Contracting Company of Elko – New Market, MN with a bid of \$2,995,049.25. No mathematical errors were found in the bids received. The apparent low bid is approximately 13.9% lower than the engineer's estimate. Attached please find the Bid Abstract listing and verifying a breakdown of the unit prices submitted with each bid.

Bolton & Menk, Inc is familiar with Ryan Contracting Company. We recommend a contract be awarded to Ryan Contracting Company, the lowest responsive and responsible bidder, in the amount of \$2,995,049.25 for the 2026 South Brainerd Reconstruction Project, City Improvement 25-05.

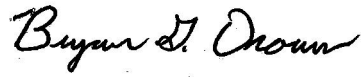
Name: City of Brainerd

Date: May 5, 2026

Page: 2

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink that reads "Bryan G. Drown". The signature is written in a cursive, flowing style.

**Bryan G. Drown, PE**

Municipal Project Manager | Associate

Cc: Jessie Dehn, PE – City Engineer  
Paul Sandy, PE – Brainerd Public Works Director

Attachments: Bid Abstract



# City Council Agenda Request

**MEETING DATE:** May 18, 2026

**TITLE OF ITEM:** Resolution - Orderly Annexation - Long Lake Township

**AGENDA:** Main

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** James Kramvik, Community  
Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community  
Development Director

**ESTIMATED TIME (MIN):** 5 min

**SUMMARY OF ISSUE**

Long Lake Township approached the City of Brainerd regarding an orderly annexation of two properties into the City of Brainerd owned by Crow Wing Power (Parcel ID's 75060513 & 41060523)

The purpose of this request is to eliminate the need to create an additional election precinct for Long Lake Township, that has no voters, due to judicial redistricting and compliance with Minnesota Statute 204B.14.

The City Attorney has reviewed the orderly annexation agreement and has no concerns. Brainerd Public Utilities reviewed the annexation request and has no concerns.

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

Long Lake Township approved the Resolution at their last meeting.

**RECOMMENDED ACTION/MOTION**

Motion to adopt the attached Resolution.

**FINANCIAL IMPACT**

N/A

**CITY OF BRAINERD RESOLUTION NUMBER \_\_\_\_\_**

**TOWNSHIP OF LONG LAKE RESOLUTION NUMBER \_\_\_\_\_**

STATE OF MINNESOTA  
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE JOINT RESOLUTION OF THE CITY OF BRAINERD AND LONG LAKE  
TOWNSHIP DESIGNATING CERTAIN AREAS AS IN NEED OF ORDERLY ANNEXATION  
PURSUANT TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR ORDERLY ANNEXATION**

WHEREAS, property owner, Crow Wing Cooperative Power and Light (the "Petitioner"), of certain property located within the Township of Long Lake (the "Township") and legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Subject Area"), petitioned the City of Brainerd (the "City") and the Township seeking annexation of the Subject Area to the City; and

WHEREAS, the Petitioner is connected to the City on three sides of the property and desires to annex the Subject Area in order to eliminate the need to create an additional election precinct in the Township; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the Subject Area legally described in Exhibit A; and

WHEREAS, for ease of reference, the Subject Area proposed for annexation in accordance with this Joint Resolution and legally described in Exhibit A is shown on the map, which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City and Township agree that orderly annexation of the Subject Area is in the best interest of the Petitioner, on finding that the subject area is now or is about to become urban or suburban in character and that the annexing municipality is capable of providing the services required by the area within a reasonable time; and

WHEREAS, on finding that annexation would be in the best interests of the subject area; and

WHEREAS, the degree of contiguity of the boundaries between the annexing municipality and the subject area will benefit the public; and

WHEREAS, the city and Township desire to accomplish the immediate annexation of the Subject Area without the need for any further hearing before the Minnesota Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Long Lake Township and the City Council of the City of Brainerd, as follows:

1. Designation of Orderly Annexation Area. The Township and the City hereby designate the Subject Area legally described in Exhibit A, for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
2. Future Zoning Designation. The Subject Area legally described in Exhibit A shall be zoned as GI (General Industrial) District so as to become and be part of the City and included within its corporate limits and boundaries thereof.
3. Acreage of Subject Area. The Subject Area is approximately 1.14 acres.
4. Population of Subject Area. The population of the Subject Area is 0.
5. Use of Subject Area. Vacant lot, formally a utility power substation.
6. Map of Subject Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and is incorporated herein by reference. The Subject Area abuts the City of Brainerd.
7. No Hearing Required/ Review and Comment Jurisdiction Only. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Subject Area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the Minnesota Office of Administrative Hearings is necessary. Upon the execution and filing of this Joint Resolution, the Minnesota Office of Administrative Hearings may review and comment hereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Subject Area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
8. Tax Reimbursement. The property taxes payable on the annexed land shall continue to be paid to the affected town for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1, of a levy year, the City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year.
9. Assessments and Debt. That pursuant to Minn. Stat. § 414.036 with respect to any special assessment assigned by the Township to the annexed property and any portion of debt incurred by the Township prior to the annexation and attributable to

- the property to be annexed, but for which no special assessments are outstanding, for the area legally described in Exhibit A there are no special assessments or debt.
10. Notice of Intent Not Applicable. This Joint Resolution is not subject to the notice and publication requirements of Minnesota Statutes, Section 414.0325, subd. 1b since this Joint Resolution designates the Subject Area for immediate annexation and all of the property owners of the Subject Area have petitioned to be annexed.
  11. Termination. This Joint Resolution shall remain in full force and effect until such time as the Minnesota Office of Administrative Hearings issues an order effecting the annexation of the Subject Area to the City of Brainerd pursuant to Paragraph 5 hereunder, and the parties hereto have fully performed their respective obligations hereunder, including tax reimbursement in accordance with Paragraph 8 of this Joint Resolution.
  12. Governing Law. This Joint Resolution is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.
  13. Headings and Captions. Headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
  14. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.
  15. Legal Description and Mapping. The Township and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the Minnesota Office of Administrative Hearings, that the City and Township shall make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B replacing and making the corrections requested or required by the Minnesota Office of Administrative Hearings as necessary to make effective the annexation the Subject Area in accordance with the terms of this Joint Resolution.
  16. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows

If to the City:

Nicholas Broyles  
City Administrator  
City of Brainerd  
501 Laurel St  
Brainerd, MN 56401

If to the Township:

Patsy Olson  
Clerk  
Town of Long Lake  
7156 Hilltop View Road  
Brainerd, MN 56401

17. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.
18. Recitals. The recitals hereto are incorporated herein and made a part hereof by reference.
19. Counterparts. This Joint Resolution may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party hereto to the counterpart shall be deemed a signature to the Joint Resolution, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.
20. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments Unit and pay the required filing fee(s).

Passed, adopted, and approved by the Town Board of Supervisors of Long Lake Township, Crow Wing County, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Adopted by the City Council of the City of Brainerd, Crow Wing County, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2026. Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

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





## Exhibit A - Legal Description

**PARID 75060513**  
**NBHD COM\_SW**  
**CROW WING COOP POWER & LIGHT**

**JUR 018**  
**ROLL RP**  
**10021 THIESSE RD**

### Parcel

|                        |                                               |
|------------------------|-----------------------------------------------|
| Assessment Year:       | 2025                                          |
| Pay Year:              | 2026                                          |
| Property Address:      | 10021 THIESSE RD                              |
| City:                  | BRAINERD                                      |
| State:                 | MN                                            |
| Zip:                   | 56401                                         |
| Multiple Addresses:    | No                                            |
| Legacy Parcel ID       | 750062300B00889                               |
| Neighborhood:          | COM_SW - SOUTHWEST COMMERCIAL PROPERTIES      |
| Class:                 | 230 - 3A RP PU ATTACH MACHINE ALL OTHERS PREF |
| Property Use Code:     | -                                             |
| Lake                   |                                               |
| GIS Acres              | .11                                           |
| Plat                   | -                                             |
| Lot                    |                                               |
| Block                  |                                               |
| Section-Twp-Range      | 06 - 044 - 030                                |
| Tax District:          | 75100 - 75 - LONG LAKE TOWNSHIP               |
| Town/City              | 010018 - LONG LAKE TOWNSHIP                   |
| School District:       | 020181 - BRAINERD                             |
| Fire District:         |                                               |
| Rural Service:         |                                               |
| Watershed:             |                                               |
| Sewer District:        |                                               |
| Hospital:              |                                               |
| HRA:                   | 080121 - CROW WING COUNTY HRA                 |
| Commissioner District: | 3                                             |

### Values

|                         |         |
|-------------------------|---------|
| Tax Market Value:       | 384,400 |
| Estimated Market Value: | 2,900   |
| Ref Market Value:       | 384,400 |
| TIF Tax Capacity:       | 0       |
| Tax Capacity:           | 7,688   |
| State Tax Capacity:     | 7,688   |
| Old House Market Value: | 0       |
| New Construction Value: | 0       |

### Parcel Status

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

### Legal

THAT PT OF NW1/4 6 DESC AS FOLLOWS: COMM AT THE NORTH LINE OF SEC 6 AT A POINT 50 DEG E OF THE NW CORNER THEREOF, THENCE S 50 FT, THENCE E 100 FT, THENCE N 50 FT TO THE N LINE OF SAID SEC 6 THENCE W ALG SAID NORTH LINE TO THE POB. SUBJ TO EASEMENT OF RECORD.

## Exhibit A - Legal Description

**PARID 75060515**  
**NBHD COM\_SOUT**  
CROW WING COOP POWER & LIGHT

**JUR 018**  
**ROLL RP**  
**0**

### Parcel

|                        |                                               |
|------------------------|-----------------------------------------------|
| Assessment Year:       | 2025                                          |
| Pay Year:              | 2026                                          |
| Property Address:      | 0                                             |
| City:                  | BRAINERD                                      |
| State:                 | MN                                            |
| Zip:                   | 56401                                         |
| Multiple Addresses:    | No                                            |
| Legacy Parcel ID       | 750062200B00009                               |
| Neighborhood:          | COM_SOUT - SOUTH COMMERCIAL PROPERTIES        |
| Class:                 | 230 - 3A RP PU ATTACH MACHINE ALL OTHERS PREF |
| Property Use Code:     | -                                             |
| Lake                   |                                               |
| GIS Acres              | 1.03                                          |
| Plat                   | -                                             |
| Lot                    |                                               |
| Block                  |                                               |
| Section-Twp-Range      | 06 - 044 - 030                                |
| Tax District:          | 75100 - 75 - LONG LAKE TOWNSHIP               |
| Town/City              | 010018 - LONG LAKE TOWNSHIP                   |
| School District:       | 020181 - BRAINERD                             |
| Fire District:         |                                               |
| Rural Service:         |                                               |
| Watershed:             |                                               |
| Sewer District:        |                                               |
| Hospital:              |                                               |
| HRA:                   | 080121 - CROW WING COUNTY HRA                 |
| Commissioner District: | 3                                             |

### Values

|                         |        |
|-------------------------|--------|
| Tax Market Value:       | 63,100 |
| Estimated Market Value: | 63,100 |
| Ref Market Value:       | 63,100 |
| TIF Tax Capacity:       | 0      |
| Tax Capacity:           | 1,262  |
| State Tax Capacity:     | 1,262  |
| Old House Market Value: | 0      |
| New Construction Value: | 0      |

### Parcel Status

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

### Legal

NORTH 200 FT. OF WEST 250 FT. OF NW1/4 OF  
NW1/4 6 44 30 EX. THE N 50 FT. OF E 100 FT.  
OF W 150 FT. SUBJ TO HWY EASEMENTS. SUBJ TO  
EASEMENT OF RECORD.

## Exhibit B - Mapping

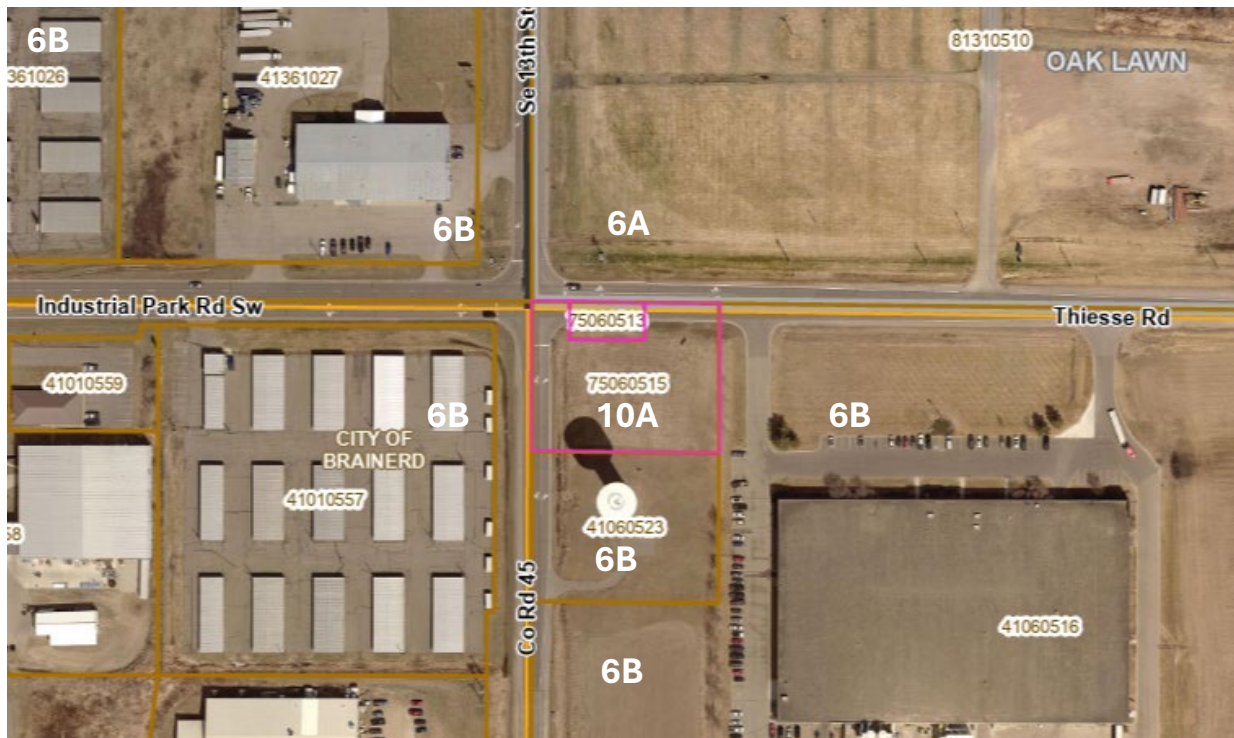
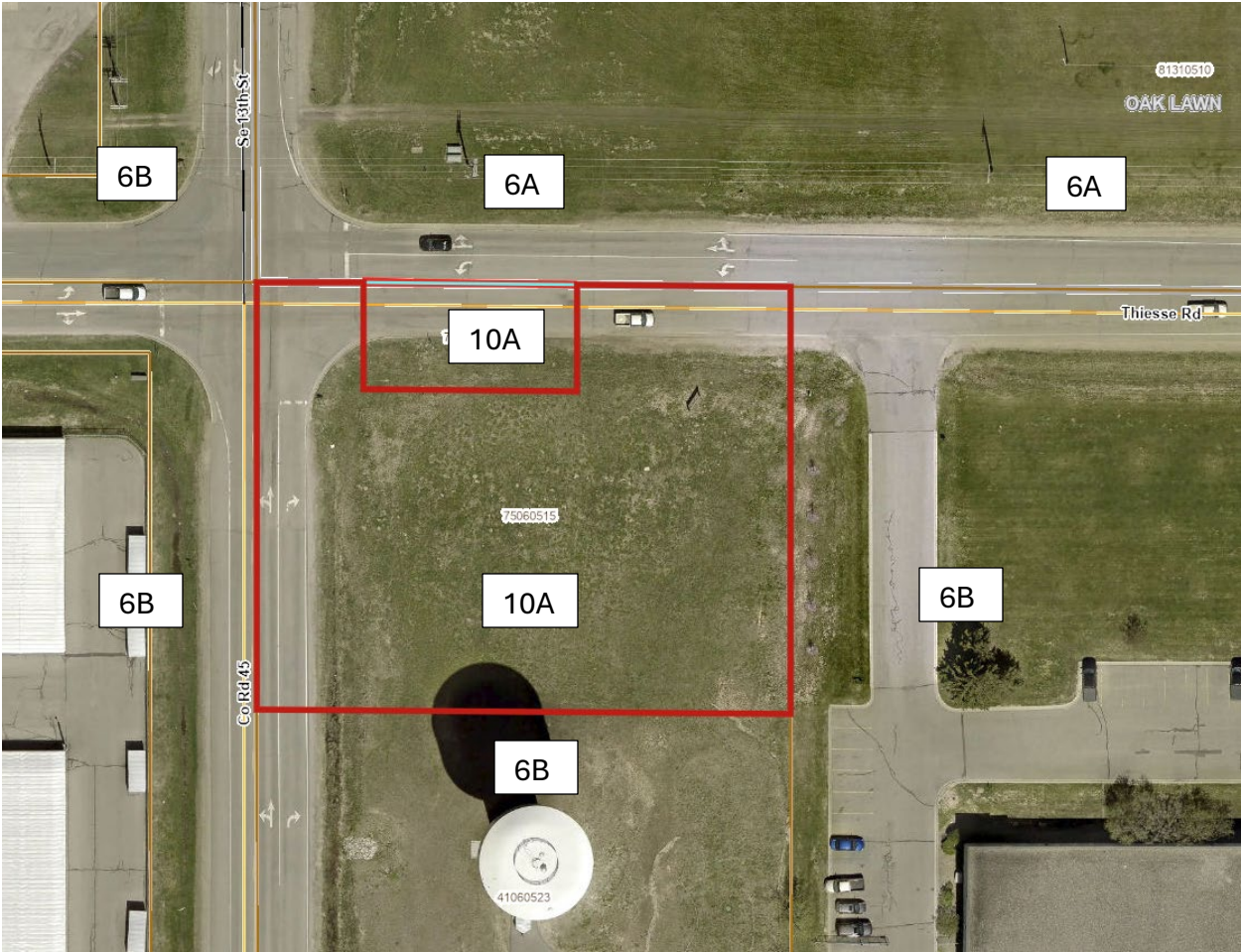


Exhibit B - Mapping



## Owner – Crow Wing Power’s Petition

IN THE MATTER OF THE PETITION OF THE CITY OF BRAINERD &  
THE TOWN BOARD OF LONG LAKE & CROW WING COOPERATIVE POWER & LIGHT  
FOR ANNEXATION OF UNINCORPORATED ABUTTING PROPERTY TO  
THE CITY OF BRAINERD, MINNESOTA  
PURSUANT TO MINN. STAT. § 414.0325

-----

TO: City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

**Property Address:** 10021 Thiesse Road Brainerd, Mn 56401  
**PID:** 75060513 & 75060516

It is hereby requested by:

X the sole property owner; or  
\_\_\_ all of the property owners; (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)

**Name:** Crow Wing Coop Power & Light  
**Owner’s Address:** P.O. Box 507  
**City:** Brainerd **State:** MN  
**Zip:** 56401  
**Phone:** (218) 829-2827  
**Email:** www.cwpower.com

The area proposed for annexation is described as follows:

***75060513 - THAT PT OF NW1/4 6 DESC AS FOLLOWS: COMM AT THE NORTH LINE OF SEC 6 AT A POINT 50 DEG E OF THE NW CORNER THEREOF, THENCE S 50 FT, THENCE E 100 FT, THENCE N 50 FT TO THE N LINE OF SAID SEC 6 THENCE W ALG SAID NORTH LINE TO THE POB. SUBJ TO EASEMENT OF RECORD.***

***75060515 - NORTH 200 FT. OF WEST 250 FT. OF NW1/4 OF NW1/4 6 44 30 EX. THE N 50 FT. OF E 100 FT. OF W 150 FT. SUBJ TO HWY EASEMENTS. SUBJ TO EASEMENT OF RECORD.***

## Owner – Crow Wing Power's Petition

### (Exhibit A)

1. The petitioners have submitted a copy of this petition to the affected Township(s) of Longlake on 3/26/26 (date).
2. The area proposed for annexation abuts the city on the city's north boundary in the southeast corner of the city boundary(ies) thereof, and none of it is presently a part of any incorporated city.
3. The total acreage of the area proposed for annexation is: 1.14 acres.
4. The petitioners believe that all of this property is or is about to become urban or suburban in character. Yes/no (circle one) Initial TA
5. The reason for requesting the annexation is: Acquiescing to the request made by Crow Wing County to eliminate the need to create an additional election precinct for Long Lake Township, that has no voters, due to judicial redistricting and compliance with Minnesota Statute 204B.14.

Dated: 3/26/26

Tim Thompson  
(Signatures of: property owners)



## Forum Communications Company

MN Affidavit No. CQL4tc8W1vymoTyYTrIz

### AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the Brainerd Dispatch, a newspaper printed and published in the City of Brainerd, County of Crow Wing, State of Minnesota.

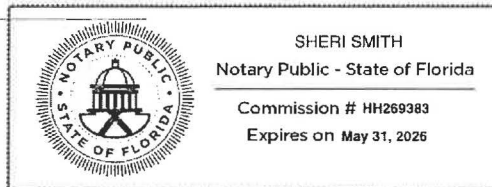
1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Saturday, April 4, 2026
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$17.50 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CROW WING County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

*Anjana Bhadoriya*

(Signed)

#### VERIFICATION

State of Florida  
County of Broward



Subscribed in my presence and sworn to before me on this: 04/06/2026

*S. Smith*

Notary Public  
Notarized remotely online using communication technology via Proof.

#### NOTICE OF HEARING

Pursuant to Minnesota Statutes Section 414.0325 (Orderly Annexation in Designated Unincorporated Area), the City of Brainerd and Long Lake Township are considering an orderly annexation agreement that would annex properties from Long Lake Township into the municipal boundaries of the City of Brainerd. The proposed orderly annexation area is described as follows:

ADDRESS: 10021 Thiesse Rd Brainerd, MN 56401  
PID: 75060513 & 75060515  
DESCRIPTION: The properties are located in the southeast corner of the intersection of County Road 45 and Thiesse Rd in the City of Brainerd.

**75060513 - THAT PT OF NW1/4 6 DESC AS FOLLOWS: COMM AT THE NORTH LINE OF SEC 6 AT A POINT 50 DEG E OF THE NW CORNER THEREOF, THENCE S 50 FT, THENCE E 100 FT, THENCE N 50 FT TO THE N LINE OF SAID SEC 6 THENCE W ALG SAID NORTH LINE TO THE POB. SUBJ TO EASEMENT OF RECORD.**

**75060515 - NORTH 200 FT. OF WEST 250 FT. OF NW1/4 6 44 30 EX. THE N 50 FT. OF E 100 FT. OF W 150 FT. SUBJ TO HWY EASEMENTS. SUBJ TO EASEMENT OF RECORD.**

Long Lake Township will consider a joint resolution/orderly annexation agreement between the City of Brainerd and Long Lake Township on Tuesday, April 21, 2026, at 5:30 pm.

Please feel free to contact Crow Wing County Administrative Services at (218) 824-1049 if you have any questions regarding this matter.

Sincerely,

Jory Danielson  
Jory Danielson  
Administrative Services Director

Dated this 31st day of March 2026  
(Apr. 4, 2026)

**From:** [Jeff Czeczok](#)  
**To:** [Toni Gage](#)  
**Cc:** [Nick Broyles](#)  
**Subject:** RE: CC Minutes 4/14  
**Date:** Wednesday, May 6, 2026 12:17:56 PM  
**Attachments:** [image001.png](#)

---

Toni,  
Thank you very much.

Jeff

---

**From:** Toni Gage <[tgage@ci.brainerd.mn.us](mailto:tgage@ci.brainerd.mn.us)>  
**Sent:** Wednesday, May 6, 2026 8:44 AM  
**To:** Jeff Czeczok <[jczeczok@ci.brainerd.mn.us](mailto:jczeczok@ci.brainerd.mn.us)>  
**Cc:** Nick Broyles <[nbroyles@ci.brainerd.mn.us](mailto:nbroyles@ci.brainerd.mn.us)>  
**Subject:** CC Minutes 4/14

Hi Jeff,

Here is the motion referenced at the Council Meeting:

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.

Based on Mr. Norwood's motion:

<https://www.youtube.com/live/owX5qzpBeHI?si=nyyxdnFqyigCdmQU&t=1360>

I think the language used in the motion in the minutes is correct. I did put the recommended amendments in a different order in the minutes from what he stated just based on the language used to summarize. The motion was not amended through discussion. I did make the other change regarding special versus regular meeting.

If you have further comments, please let me know.

Thanks!

*Toni Gage*



**Toni Gage** | Administrative Assistant  
City of Brainerd | 501 Laurel St, Brainerd MN 56401  
(218) 454-3402 | [tgage@brainerdmn.gov](mailto:tgage@brainerdmn.gov)