



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, 2nd Floor Training Room
Tuesday, November 7, 2023 @ 4:00 PM

The public is invited to attend these meetings in person

1. **Call To Order**

2. **Roll Call**

___J. Miller ___T. Rushmeyer ___K. Schaefer ___K. Yeager ___A. Shipe

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

4. **Unfinished Business**

- A. **2024 Capital Budget Planning**
- B. **2024 YMCA Budget Proposal**
- C. **Approve Winter Sports Proposal from YMCA**

5. **Adjourn**

Visit the Parks and Recreation Website at www.ci.brainerd.mn.us/parks

MISSION

"To serve Brainerd residents and visitors by offering high-quality, affordable recreational opportunities and by providing a clean, well-maintained park system"



Park Board Agenda Request

MEETING DATE: November 7, 2023

TITLE OF ITEM: 2024 Capital Budget Planning

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 20 Minutes

SUMMARY OF ISSUE: Park Board Chair Shipe presented the Parks Operating and Capital budget requests to the City Council at the August 21st Council meeting. It was mentioned at a previous meeting that the 2% Capital Asset Long-Term Maintenance amount should be adjusted to \$399,000. Personnel and Finance Committee Chair Johnson reported that the City can afford the total requested amount of \$747,500. If the Park Board wished to make adjustments, they are able to do so as long as the revisions are made before December and do not exceed the total amount of \$747,500.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In revising the Long-Term Maintenance number from \$510,000 to \$399,000, this would allow for \$111,000 in Capital funds. Options for the \$111,000 could include adding dollars to the Long-Term Maintenance, adding new capital improvements, reducing the overall capital request, or a combination of some or all. As a reminder, below is a list of projects that were not carried from the option presented by staff to the final approved budget as well as other items identified in the Capital asset list:

- Buffalo Hills Playground - \$90,000
- Jaycees Concession/Warming House/Restroom - \$150,000
- Jaycees Ice Rink/Pickleball Concrete Pad - \$150,000 (Concrete Ring Only - \$25,000)
- Jaycees Ice Rink Rehab - \$49,210
- Mills Field Fencing (relocate/replace with chain link) - \$50,000
- Triangle Park Shade Structure - \$10,000
- Gregory Park Pergola (2025) - \$4,000
- Kiwanis Park Garden w/ Pavers (2025) - \$2,000

Other items that were discussed as well include:

- Self-service Kayak Rental - \$18,000
- Light Timer at Memorial Park Lights - \$3,000

Also attached are the current proposed 2024 Capital Plan and a list of the parks assets as collected by

the Park Board. To assist with the discussion on the capital asset list, there are several marks and colors to note:

- Items that are ~~struck out~~ are items that are currently included in the Annual Programs item (grills, picnic tables, signs, etc.).
- Items highlighted in **Orange** are items in the current proposed 2024 Capital request.
- Items highlighted in **Yellow** are items in the scope of the upcoming ARPA projects to be completed in 2024.
- Items highlighted in **Green** are items that Maintenance staff can fabricate or install. Dollars will still be needed to order materials.

RECOMMENDED ACTION/MOTION: Discussion Item

FINANCIAL IMPACT: N/A

2024 Proposed Capital Budget

Item	Cost
2% Capital Asset Long-Term Maintenance	
<i>To Parks Capital Fund</i>	\$399,000
Equipment	
<i>Perkins Satellite Lifter</i>	\$30,000
Annual Programs	
<i>Trees Replacement</i>	\$25,000
<i>Picnic Table/Grilling Station/Trash Can Replacement Program</i>	\$15,000
<i>Park Weed and Feed Program</i>	\$25,000
<i>Bench Installation Program</i>	\$5,000
<i>Park ADA Upgrades</i>	\$25,000
<i>Park Sign Replacements</i>	\$5,000
<i>Parks Security Cameras</i>	\$6,500
Building Demolition	
<i>Lum Park Maintenance Office/Shop Demo</i>	\$15,000
<i>Jaycees Park North Pavilion/Playground Demo</i>	\$5,000
<i>Gustafson Park Shed Demo</i>	\$3,000
<i>Memorial Park Shed Demo</i>	\$3,000
Park Facility Rehabilitation	
Bane Park	
<i>Garage Roof Replacement</i>	\$10,000
Gregory Park	
<i>Warming House/Pavilion Gutter Replacement</i>	\$5,000
Lum Park	
<i>Pavilion 1 Rehabilitation</i>	\$30,000
<i>Pavilion 2 Rehabilitation</i>	\$30,000
Total	\$636,500

Park Location	Item	Replacement Year	Value (2023 Dollars)	Comments
Bane	1 wooden garage, Approx. 10-12' x 20' - painted siding - old shingles	2024	\$ 25,000	Current 2024 Capital Request
Buffalo Hills	park sign	2024	\$ 6,500	
Buster	Gazebo	2024	\$ -35,000	
Gregory	Warming house gutters	2024	\$ 5,000	Current 2024 Capital Request
Jaycees	North side - Large wood pavillion on concrete slab - bad shingles demo	2024	\$ 3,000	Current 2024 Capital Request
Jaycees	North side - Old metal swings, monkey bars & twist slide - pebble rock w/no border	2024	\$ 1,000	Current 2024 Capital Request
Kiwanis	Trail Retaining Wall	2024	\$ -50,000	
Lum	Main entry sign	2024	\$ -6,500	
Lum	Building #1 (old Offices) demolition	2024	\$ 10,000	Current 2024 Capital Request
Lum	Beach House demolition	2024	\$ 15,000	Current ARPA Project Scope
Lyman P. White	Water Bottle Filler	2024	\$ 3,000	
Meadows	Sign	2024	\$ -6,500	
O'Brien	Main sign (Fading - no concrete slab)	2024	\$ -6,500	
Buffalo Hills	playground equipment	2025	\$ 80,000	
Gregory	Pergola	2025	\$ 4,000	Staff Perform, Need Materials
Kiwanis	Garden w/ Pavers	2025	\$ 2,000	Staff Perform, Need Materials
Memorial	Mill field Main Fence Surround	2025	\$ 50,000	
Buster	Dog Waste Bag Dispensor x2	2026	\$ 500	Staff Perform, Need Materials
Lum	Stone arch roof assembly	2027	\$ 6,000	
Memorial	West Parking Lot	2027	\$ 300,000	
Bane	1 batting cage	2028	\$ 5,000	
Buffalo Hills	gravel grading on parking lot, driveway to ge through park	2028	\$ 40,000	Staff Perform, Need Materials
Buffalo Hills	grills	2028	\$ -1,000	
Gregory	Little free library	2028	\$ 500	Staff Perform, Need Materials
Gregory	SE playground	2028	\$ 100,000	
Gregory	SW playground	2028	\$ 80,000	
Gregory	Tennis court benches x 7	2028	\$ 3,500	
Gregory	Tennis court rain garden	2028	\$ 5,000	Staff Perform, Need Materials
Gustafson	4 wire fence backstops	2028	\$ 40,000	
Jaycees	North side - 2 metal grills	2028	\$ -1,000	
Jaycees	South side - 2 old scoreboards	2028	\$ 30,000	
Jaycees	South side - 1 wooden garage, Approx. 20' x 20' - painted siding- old shingles	2028	\$ 50,000	
Jaycees	South side - large gravel parking lot with many large boulders along north perimeter	2028	\$ 5,000	Current ARPA Project Scope
Kiwanis	Grill	2028	\$ -500	
Lum	Sidewalks (bituminous)	2028	\$ 50,000	
Lyman P. White	Wood Art Structure	2028	\$ 40,000	
Lyman P. White	Bike Repair Tools	2028	\$ 3,200	Staff Perform, Need Materials
Memorial	Mill field Scoring tower	2028	\$ 100,000	
Memorial	Mill field Concession Stand	2028	\$ 600,000	
Memorial	Main Playground	2028	\$ 100,000	
Triangle	Dog waste bag holder	2028	\$ 500	Staff Perform, Need Materials
Gustafson	2 metal signs saying Gustafson park	2030	\$ -6,500	
Gustafson	metal numbers on backstops	2030	\$ 1,000	Staff Perform, Need Materials
Jaycees	South side - Main sign (no concrete slab)	2030	\$ 6,500	
Lum	Pump house	2030	\$ 5,000	
Lum	Grills (8 ct)	2030	\$ -8,000	
Lum	Picnic Tables (27 ct.)	2030	\$ -27,000	
Lum	Gator Playground equipment and enclosure	2030	\$ 60,000	
Lum	Beach and Retaining wall	2030	\$ 20,000	Current ARPA Project Scope
Lum	Main umbrella bulding (by beach)	2030	\$ 200,000	Current 2024 Capital Request
Lum	Water spigot (freestanding)	2030	\$ 500	
Memorial	East Parking Lot	2030	\$ 300,000	
Memorial	Mill field Sun deck	2030	\$ 200,000	
Memorial	Mill field Netting	2030	\$ 75,000	
Memorial	Mill field storage building	2030	\$ 100,000	
Memorial	Field #3 dug outs	2030	\$ 10,000	
Memorial	Field #2 dug outs	2030	\$ 10,000	
Memorial	Field #1 dug outs	2030	\$ 10,000	
Memorial	Rink nets/hoops	2030	\$ 3,000	
Memorial	Water basin pumps	2030	\$ 20,000	
Memorial	Built in tables (4)	2030	\$ -6,000	
Memorial	Freestanding Picnic tables (-17)	2030	\$ -17,000	
Bane	Miracle Field w/special painted surface	2033	\$ 100,000	
Bane	1 Miracle field sign w/ 2 steel poles - memorial sign	2033	\$ 1,500	
Bane	2 asphalt parking lots & asphalt road through park	2033	\$ 150,000	
Bane	Asphalt walkway 3 different directions through park	2033	\$ 30,000	
Bane	1 metal grill	2033	\$ -500	
Gregory	Basketball court			
Bane	5 wooden picnic tables	2033	\$ -5,000	
Gregory	Basketball hoops x 3			Staff Perform, Need Materials
Buffalo Hills	way finding signs	2033	\$ 500	Staff Perform, Need Materials
Buffalo Hills	picnic tables	2033	\$ -7,000	
Buster	Wood Fencing	2033	\$ 500	Staff Perform, Need Materials
Buster	Chainlink Fence	2033	\$ 75,000	
Buster	Signage	2033	\$ -1,000	
Buster	Picnic Tables x 4	2033	\$ -4,000	
Gregory	Picnic Tables x 13	2033	\$ -20,000	
Gregory	Fountain	2033	\$ 250,000	
Gregory	Basketball hoops x 3	2033	\$ 6,000	
Gregory	Pleasure rink string lights	2033	\$ 1,000	Staff Perform, Need Materials
Gustafson	1 red shed	2033	\$ 5,000	Current 2024 Capital Request
Hitch Wayne	Sign	2033	\$ -6,500	
Jaycees	North side - Water spicket	2033	\$ 1,000	
Jaycees	North side - 6 wooden picnic tables	2033	\$ -6,000	
Jaycees	South side - 1 batting cage	2033	\$ 5,000	
Jaycees	South side - 1 L screen	2033	\$ 1,000	
Jaycees	South side - 3 wooden picnic tables	2033	\$ -3,000	
Jaycees	South side - 6 poles - (5 lights & 1 camera)	2033	\$ 27,000	
Kiwanis	Memorial Pillar x2	2033	\$ 2,000	
Kiwanis	Parking Posts w/ Chain (10ft sections)	2033	\$ 2,500	Staff Perform, Need Materials
Kiwanis	Playground Equipment	2033	\$ 100,000	

Kiwanis	Swing Set	2033	\$	10,000	
Kiwanis	Light Post x2	2033	\$	9,000	
Kiwanis	Picnic Tables x 8	2033	\$	8,000	
Lum	Parking lots and road surfaces	2033	\$	1,000,000	
Lum	Disc golf Holes	2033	\$	8,000	
Lum	Disc golf tee boxes	2033	\$	1,000	
Lum	Yellow Monkey bars and Enclosure (2 Ct.)	2033	\$	6,000	
Lum	Yellow Playground equip	2033	\$	30,000	
Lum	Yellow Rainbow and enclosure	2033	\$	5,000	
Lum	Landing/dock	2033	\$	7,000	
Memorial	Mill field Score Board	2033	\$	50,000	
Memorial	Field #3 Lights	2033	\$	200,000	
Memorial	Field #2 Lights	2033	\$	200,000	
Memorial	Field #1 Lights	2033	\$	200,000	
Rotary	Bench/Signage Structure	2033	\$	10,000	
Triangle	Picnic Tables x1	2033	\$	1,000	
Memorial	Mill field Lights	2035	\$	300,000	
Bane	Playground with swings/slides, etc.	2038	\$	100,000	
Bane	3 large rubber mats outside main building	2038	\$	3,000	
Buster	Light Post x2	2038	\$	5,000	
Gregory	3 court tennis court fence	2038	\$	50,000	
Gregory	3 court tennis court lights x 4 poles	2038	\$	200,000	
Jaycees	North side - 1 pole with light	2038	\$	4,500	
Kiwanis	Park Sign	2038	\$	6,500	
Rotary	Community Garden	2038	\$	50,000	
Lum	Smaller Umbrella Building (mid park)	2040	\$	30,000	
Lum	Yellow Climb over and enclosure	2040	\$	5,000	
Lum	Shower building	2040	\$	500,000	
Lum	Flower planter with stone surround	2040	\$	1,000	
Memorial	Mill field Bleachers and Ramp systems	2040	\$	200,000	
Memorial	Main Sign (west Side)-	2040	\$	6,500	
Triangle	Playground Equipment	2042	\$	80,000	
Bane	Full size hockey rink w/permanent board perimeters & chain link extension on both	2043	\$	150,000	
Bane	solid metal gate & fence between rink & ball field	2043	\$	1,000	
Bane	Four 3 seat alum. bleachers - approx. 20' long	2043	\$	20,000	
Bane	One 4 seat aluminum bleacher - approx. 10-12' length	2043	\$	5,500	
Bane	1 Arched Miracle field sign over west entrance walkway	2043	\$	50,000	
Bane	2 scoreboards - 1 new & 1 very old	2043	\$	30,000	
Bane	2 new L screens & 1 old L screen	2043	\$	3,000	
Bane	Sprinkler system - both ball fields	2043	\$	40,000	
Buffalo Hills	2 green high top tables	2043	\$	1,000	
Buster	Drinking Water Station	2043	\$	5,000	
Gregory	Flagpole light	2043	\$	500	Staff Perform, Need Materials
Gregory	3 court tennis court	2043	\$	150,000	
Gregory	Tennis court nets x 5	2043	\$	25,000	
Gregory	2 court tennis court	2043	\$	100,000	
Gregory	Bike rack	2043	\$	750	Staff Perform, Need Materials
Jaycees	South side - Varied height chain link fence perimeters - 8 gates - plastic yellow prot	2043	\$	100,000	
Jaycees	South side - 4 chain link dugouts, concrete floors, wood/metal roofs, secured bench	2043	\$	20,000	
Jaycees	South side - four 3 seat alum. bleachers - approx. 20' long	2043	\$	20,000	
Kiwanis	Buffalo Hills Trail Sign	2043	\$	500	Staff Perform, Need Materials
Kiwanis	Memorial Benches x7	2043	\$	11,000	
Kiwanis	Boom Lake Information Signage x2	2043	\$	1,000	Staff Perform, Need Materials
Kiwanis	Dock	2043	\$	5,000	
Kiwanis	Paved Trail	2043	\$	200,000	
Lum	Umbrella building # 2	2043	\$	150,000	Current 2024 Capital Request
Lum	Small umbrella building (NE corner of park)	2043	\$	20,000	
Lyman P. White	Picnic Tables x6	2043	\$	18,000	
Meadows	Picnic table x 4	2043	\$	1,000	
Memorial	Field #3 Score Board	2043	\$	10,000	
Memorial	Field #2 Score Board	2043	\$	10,000	
Memorial	Field #1 Score Board	2043	\$	10,000	
Memorial	Lion Fountain	2043	\$	5,000	
Memorial	Benches (6)-	2043	\$	9,000	
Rotary	Picnic Benches x 6	2043	\$	6,000	
Trailside	Parking lot	2043	\$	300,000	
Memorial	Field # 3 Fencing /Backstop	2044	\$	30,000	
Memorial	Field # 2 Fencing /Backstop	2044	\$	30,000	
Memorial	Field # 1 Fencing /Backstop	2044	\$	30,000	
Meadows	Playground equipment	2045	\$	80,000	
Jaycees	South side - 2 new playground areas - wood chip base & timber borders	2048	\$	80,000	
Lyman P. White	Irrigation	2048	\$	40,000	
Rotary	River Deck w/ Benches	2048	\$	60,000	
Lum	Camps sites (18.ct.)	2050	\$	18,000	
Lum	Dump Station	2050	\$	20,000	
Lum	Blue swing set	2050	\$	10,000	
Lum	Bench (6 ct.)-	2050	\$	12,000	
Lum	sidewalks (concrete)	2050	\$	150,000	
Memorial	Mill field Dug outs (2)	2050	\$	170,000	
Memorial	Field #3 bleachers (2)	2050	\$	10,000	
Memorial	Field #3 Surface	2050	\$	10,000	
Memorial	Field #2 bleachers (2)	2050	\$	10,000	
Memorial	Field #2 Surface	2050	\$	10,000	
Memorial	Field #1 bleachers (2)	2050	\$	10,000	
Memorial	Field #1 Surface	2050	\$	10,000	
Memorial	Sidewalks and pathways	2050	\$	200,000	
Triangle	Sign	2052	\$	6,500	
Bane	Varied height chain link fence perimeters - 6 gates - plastic yellow protectors	2053	\$	100,000	
Bane	4 chain link dugouts, concrete floors, wood/metal roofs, secured benches	2053	\$	10,000	
Bane	Miracle Field chain link fence perimeter with backstop	2053	\$	40,000	
Bane	2 Large chain link dugouts, concrete floors, wood/metal roofs, non-secured benches	2053	\$	5,000	
Bane	1 brick memorial marker at miracle field	2053	\$	5,000	

Bane	Main sign with plant surround at North end of park	2053	\$	-6,500	
Bane	2 memorial benches w/o concrete slab base	2053	\$	-3,000	
Lyman P. White	Park Sign				
Buffalo Hills	bench	2053	\$	-1,500	
Buffalo Hills	2 ball fields with fencing	2053	\$	120,000	
Buffalo Hills	2 sets of dugouts	2053	\$	10,000	
Buffalo Hills	4 sets of metal bleachers	2053	\$	22,000	
Buffalo Hills	scoreboard	2053	\$	15,000	
Buffalo Hills	green building/shed	2053	\$	100,000	
Meadows	Basketball court				
Meadows	Basketball hoops x 2				
Buffalo Hills	concession building/pavilion/bathrooms	2053	\$	350,000	
Buster	Park Sign	2053	\$	-6,500	
Buster	Memorial Benches x3	2053	\$	-4,500	
Gregory	Benches x 17	2053	\$	-26,000	
Jaycees	South side - 2 baseball fields w/grass infields/clay mounds (Bronco/Pony sizes)	2053	\$	20,000	
Jaycees	South side - 2 story block building (concessions- announcers booths - storage & B	2053	\$	400,000	
Lyman P. White	Restroom Building	2053	\$	300,000	
Lyman P. White	Open Side Bench x7	2053	\$	7,700	Staff Perform, Need Materials
Lyman P. White	Closed Side Bench x12	2053	\$	12,000	Staff Perform, Need Materials
Lyman P. White	Bike Rack	2053	\$	750	Staff Perform, Need Materials
Memorial	Splash pad and surface	2053	\$	500,000	
Rotary	Pavilion	2053	\$	250,000	
Rotary	Memorial Bench	2053	\$	-1,500	
Rotary	Signage on Front Gate	2053	\$	-6,500	
Trailside	Sign	2053	\$	-6,500	
Gregory	Boulder historical marker	2058	\$	1,000	
Memorial	Mill field surface	2060	\$	10,000	
Bane	4 yellow painted steel foul poles	2063	\$	1,000	
Bane	Block building - coccisions, warming house, BR's, annncers booth	2063	\$	600,000	
Evergreen	Gate	2063	\$	5,000	Staff Perform, Need Materials
Jaycees	South side - 4 yellow painted steel foul poles	2063	\$	2,000	
Kiwanis	Pavilion	2063	\$	150,000	
Kiwanis	Restroom Building	2063	\$	400,000	
Lum	Building # 2 (storage)	2063	\$	200,000	
Lyman P. White	Light Posts x13	2063	\$	60,000	
Lyman P. White	Amphitheater Covered Structure	2063	\$	200,000	
Lyman P. White	Pavilion	2063	\$	115,000	
Rotary	Trail Gate	2068	\$	5,000	Staff Perform, Need Materials
Lum	Stone Circle	2070	\$	50,000	
Memorial	Concession Building	2070	\$	500,000	
Memorial	Ball field Bathroom building	2070	\$	400,000	
Bane	2 baseball fields w/grass infields/clay mounds (Bronco/Pony sizes)	2073	\$	20,000	
Bane	Metal flag pole w/concrete base	2073	\$	3,000	
Buffalo Hills	flag with solar light	2073	\$	3,500	
Gregory	Flagpole	2073	\$	3,000	
Gregory	Basketball court	2073	\$	70,000	
Gregory	Warming house + kitchenette	2073	\$	400,000	
Gregory	Tennis practice wall	2073	\$	10,000	
Gregory	2 court tennis court fence	2073	\$	35,000	
Lyman P. White	River Step Structure and canoe/kayak launch	2073	\$	150,000	
Lyman P. White	River Observation Deck	2073	\$	325,000	
Lyman P. White	Amphitheater Seating (seating, lights, railing)	2073	\$	100,000	
Lyman P. White	Top of Hill Seating Area	2073	\$	100,000	
Lyman P. White	Paved Paths	2073	\$	125,000	
Memorial	Warming House and Pavilion	2073	\$	400,000	
Memorial	Small rink + lighting	2073	\$	200,000	
Memorial	Large rink + lighting	2073	\$	400,000	
Rotary	Entrance Structure	2073	\$	450,000	
Kiwanis	Duck Feature	2083	\$	10,000	
Memorial	Vet Memorial and Flag	2083	\$	10,000	
Gregory	South stone entrance	2123	\$	200,000	
Gregory	South stone sign and planter	2123	\$	100,000	
Gregory	North stone arch	2123	\$	200,000	
Kiwanis	Under Bridge Path	2123	\$	25,000	
Lum	Stone Arch Columns	3023	\$	100,000	
Gregory	Bent tree by SE playground				
Kiwanis	Brainerd Brewing Rest Area				
Kiwanis	Brainerd Brewing Pillar				
Kiwanis	Small Post w/ Sign				Staff Perform, Need Materials
Kiwanis	Wooden Posts				Staff Perform, Need Materials
Kiwanis	Road Rock Structures				Staff Perform, Need Materials
Triangle	Bag Toss				Staff Perform, Need Materials
Triangle	Shade structure				
Kiwanis	Mississippi River Route Signage Structure				Staff Perform, Need Materials
Kiwanis	Mississippi River Pier Sign				Staff Perform, Need Materials



Self-Service Kayak Rental Proposal

2022-08-01

This proposal is valid for 60 days.

Cover Letter

Dear colleague,

Rent.Fun, a Movatic company, is excited to submit our proposal for the region's first-ever self-service kayak rental program.

Like most parks and rec enthusiasts, we believe that there is no better feeling than launching a kayak at sunset.

But buying your own boat is expensive! And lugging it to the park is a pain.

With rent.fun's self-service kayak rental program, your community can click a button on their smart phone and rent a kayak at the waters edge.

No lines. No paper forms. No reservations.

And unlike traditional operators, we're open for business 7 days a week, sun-up to sun down, all season long.

From assisting users with technical issues, to repairing and replacement equipment - we handle all the logistics so you don't have to lift a finger.

Welcome to the new age of recreational rentals.

We'd be honored to partner with you!

Sincerely,



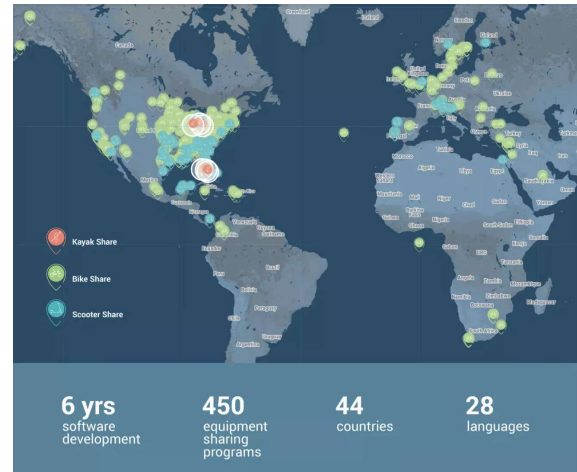
Adam Greenstein, JD/MBA
CEO & Chief Fun Officer
617.686.0667
adam@rent.fun

Our Story

With nearly a decade of experience powering self-service equipment rental programs, we have a deep understanding of how to deploy software and hardware to create equipment sharing programs that make usage more convenient, affordable, and environmentally-friendly than traditional rental models.

Equipment Sharing Pioneer.

In 2012, we began developing software-connected “smart locks” that could transform a fleet of standard bicycles into a fully functional bike sharing program. Through our parent company, that technology has been licensed to over 450 bike and scooter sharing systems across 44 countries, processing over 3000 equipment rentals every day.



Operational Excellence.

More than just technology, we've honed our operational skills through our first subsidiary - Tandem-Mobility (tandem-mobility.com) -- a bike share operations company that has launched and operated 18 municipal bike share programs over the past 24 months.



Continuous Innovation. In 2019, we started experimenting with a new app-based rental program - “kayak share.” Since then, we've perfected our proprietary "smart lockers" and are expanding our kayak share network to include 20 locations across 10 states in Spring 2022. We plan to expand contactless rentals to other forms of recreational equipment - such as lawn games, pickle ball paddles and tennis rockets - in Fall 2022.



How Self-Service Kayak Rentals Work

Kayaks, lifejackets, and paddles are stored in solar-powered “smart lockers” and secured with app-controlled locks.

To rent and access equipment, users just download the rent.fun app, add payment information and sign the digital waiver, and then unlock and rent by scanning a QR code on the smart locker.

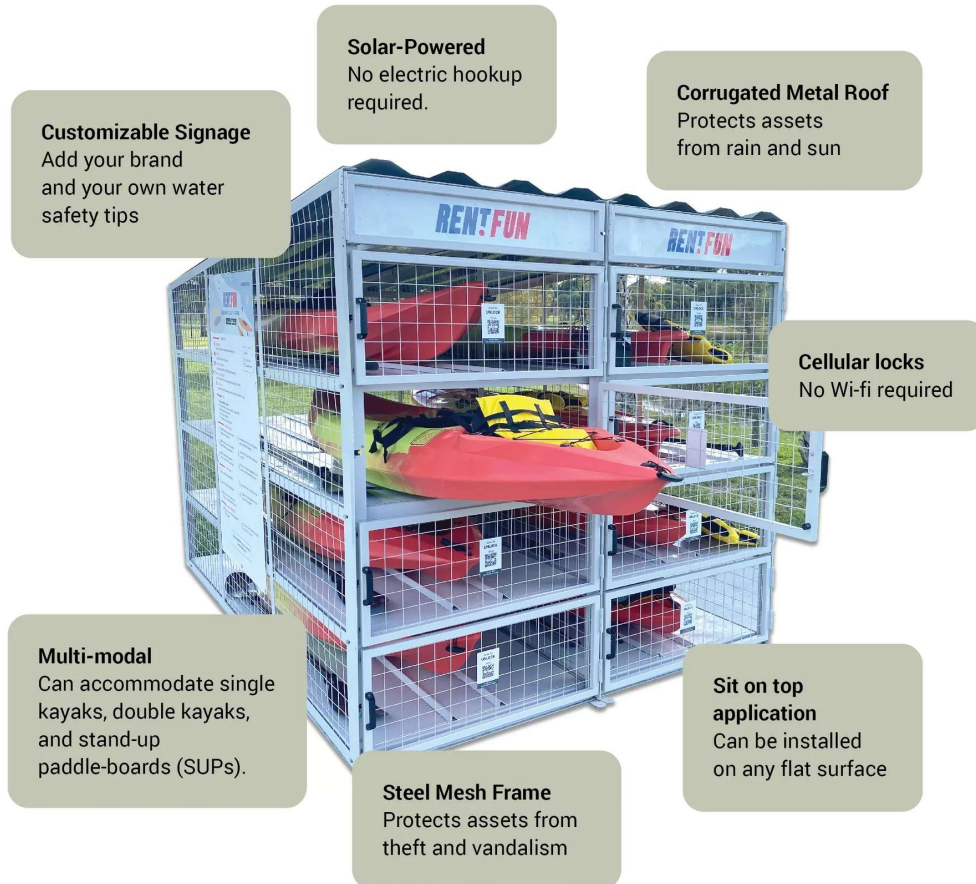
In-app tutorials provide water safety instructions and kayaking tips for beginners.

After a paddle on the water, the user returns the items to the same locker where they got it. The rental automatically ends and the user’s credit card is charged for the duration of their rental.

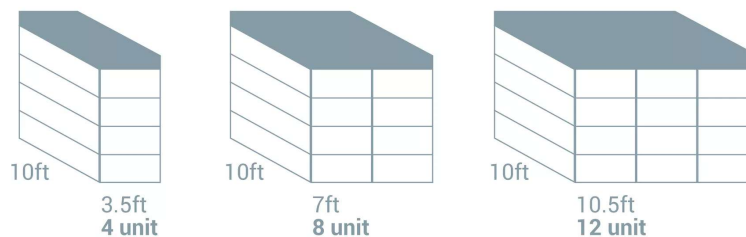


The Smart Locker

The First Kayak Locker controlled via Smart Phone:



Size Options



Example Installations

We can install on any service. A concrete pad is not required.



The Software

The Mobile App

Everything that a user needs to rent their favorite equipment - without needing to make reservations, wait in line, or fill out paper forms.

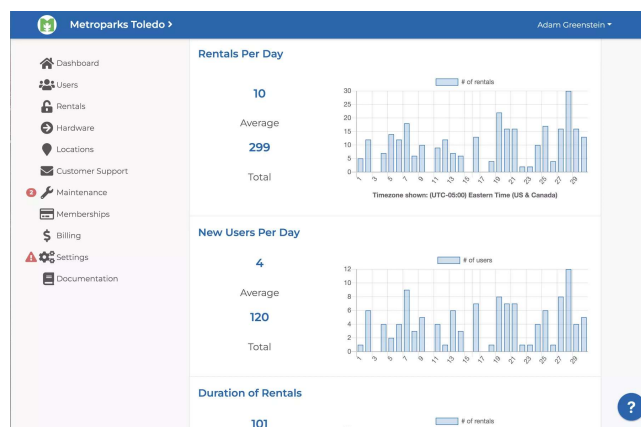


- Rental Instructions and Safety Tips
- Scan QR Code to Lock & Unlock Equipment
- Start & End Rentals
- Accepts Credit Card, Debit Card
- Communicate with Customer Support
- Sign Electronic Waivers
- Get your receipts sent via email
- View Available Units

The Admin Dashboard

Everything that a park system needs to manage and track the performance of their program.

- Utilization Data
- Revenue Reports
- Customizable Hours of Operation
- Track Maintenance Tickets.



Operations

Install

Upon contract execution, we will consult with you to identify the ideal water-front location to install your kayak rental station. We do not need a concrete pad or access to the electrical grid, any flat surface (gravel, dirt, grass, etc.) will do. Within 30 to 90 days, our Launch Manager will arrive by truck to deliver and install the station at the designated location, with the assistance of our local Field Technician (see below). Install will be completed within 1-2 days of arrival.

Ongoing Maintenance

30 days before launch, our team begins recruiting for a part-time Field Technician, local to your community. The Field Technician will assist with install and will be responsible for ongoing maintenance. During the install process, our Launch Manager will train our local Field Technician on all aspects of the equipment and technology.

Once the station is activated, our local Field Technician will conduct Preventive Maintenance Checks weekly or bi-weekly depending on the operational needs of the program. All tasks are logged digitally and to ensure compliance with our standard operating procedures and contractual requirements. In the event that equipment is damaged or goes missing, we will replace such items at no cost to the City. All field technicians are provided with safety stock of equipment (stored locally) to ensure prompt replacement of equipment.

Preventative Maintenance Checklist	
(1) Kayaks ☐ Remove the kayak from each locker unit. ☐ Inspect the Rigging - Make sure the handles, perimeter lines and bungees and seats are all in good shape. ☐ Inspect Bottom - Flip kayak over and look for damage, holes, scratches or gouges. ☐ Clean - Wipe exterior and interior seats with water and/or disinfecting wipes.	(2) Lifejackets ☐ Remove each lifejacket from each locker unit. ☐ Check that all hardware and straps are firmly attached and are in working order. ☐ Check for leaks, mildew, lumpy or hardened buoyancy material, and oil saturation in the fabric. ☐ Make sure that there are no rips or tears in the fabric. ☐ Make sure that the label stating USCG approval is attached, and that it is readable. ☐ Discard and replace life jackets that show signs of deterioration - tears, mildew stains,
(3) Paddles ☐ Remove each paddle from each unit. ☐ Rinse with clean, fresh water; be sure to rinse the ferrule as well. ☐ Examine the internal parts of the shaft to make sure they are clear of water and debris.	(4) Locker and Locker Door ☐ Lock and unlock each lock and check battery levels. ☐ Open and close each locker door, <u>inspect hinge</u>, check for proper functioning - make any necessary repairs. ☐ Check that all signage is present and properly displayed. Signs should be straight, clean, and undamaged.

Marketing

Through Rent.Fun's full-service offering, we will invest heavily in marketing and community engagement to drive utilization of the program and increase awareness of your parks and public spaces.

Custom Website

We develop and promote a custom website for every program that we launch, which informs users of pricing information, rental instructions, and launch locations.

Local Partnerships

Through partnerships with local hotels, businesses, and nonprofits, we create a network of program ambassadors who promote the program and the park to their constituents. We arm these groups with digital and printed content and promo codes that promote the program and the parks.

Launch Events & Local Press

We recommend holding a joint City / Rent.Fun launch event and ribbon cutting ceremony to celebrate the program's launch. We will invite local and regional news outlets to attend the event and cover the story to general local press.

Digital Marketing

Pre- and post-launch we will invest in geo-targeted google ad words and social media ads to drive rent.fun app downloads and utilization of kayak rental stations. Our objective? When someone searches "kayak rental" or similar terms in your area, rent.fun rental stations will be the first result that they see.

Risk Management

Liability

All users must sign a digital waiver in app prior to rentals, under which they assume all risk associated with use of rent.fun equipment. In addition, per the terms of the agreement between Rent.Fun and our public agency partners, we take on all liability associated with the program and agree to indemnify and hold harmless our public agency partners.

Insurance

We will add our government agency partners as additionally insured under our policy, which includes \$1m of General Liability Coverage, \$5m aggregate.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				10/15/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Rachel Bailey PHONE (A/C No. Ext.): 877-783-1161 FAX (A/C No.): 800-363-3694 E-MAIL: OandG@kandinsurance.com ADDRESS: PRODUCER: CUSTOMER ID:					
INSURED Rent Fun LLC 201 S. Division St., Suite 400 Ann Arbor, MI 48104 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
				NAIC # 23787			
COVERAGES		CERTIFICATE NUMBER: W02039423		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSUR LTR	TYPE OF INSURANCE	ADOC	SUBMT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ OTHER: _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. ☐ LOC ☒ OTHER: MEMBER			6BRPA0000031575200	10/15/2021 3:33 PM EDT	10/15/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 "DAKAGE" TO "RENTED" PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS "COMMON" SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED ☐ AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required) Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided)							
CERTIFICATE HOLDER				CANCELLATION			
Evidence of Coverage				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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Costs & Revenue Share

5-year partnership

Rent.Fun will maintain ownership of the equipment and will be responsible for all ongoing program costs and logistics. We start with a 4-unit rack and then we expand to 8-unit or 12-unit based on program demand. Expansion comes as no cost to you.

5 year agreement	Price
One time Activation Fee Includes installation and activation of smart locker - fully equipped with kayaks / paddleboards / lifejackets / paddle; locker signage.	\$18,000 Paid upfront prior to launch;
5-year Services Agreement Guarantees that you'll have the service for 5 years. After that, you can renew annually at no cost.	No cost
Rental Fees You can choose to charge Market Rate Rental Fees (e.g. \$20 per hour), or a Nominal Rental Fee (e.g. \$5 per hour).	
Revenue Share For Market Rate Rental Fees, City shall receive 50% of the rental revenue generated during the Term.	

Customer is responsible for:

- help with marketing the program

Rent.Fun is responsible for:

- delivery, installation, maintenance
- on site signage
- providing end users with technical support
- mobile app
- utilization reporting
- maintenance and replacement of equipment
- collecting and processing rental revenue and refunds
- insurance and liability coverage

SAMPLE SERVICES AGREEMENT

This Services Agreement (this "Agreement"), effective as of _____, 2022 (the "Effective Date"), is entered into by and between Rent.fun, LLC, a Michigan limited liability company ("Operator") and _____ ("City"). Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – City Obligations

1. Purpose. Operator operates recreational equipment sharing programs that utilize recreational equipment, physical storage and blue-tooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the "Rental Station Services"). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City's parks, recreation, and open space areas (the "Premises") on the terms and conditions set forth herein.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in Schedule B, unless terminated earlier in accordance with the terms of this Agreement.

3. Compensation for Services, Payment. City shall pay Operator an Activation Fee as set forth in Schedule C.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City's Premises have varying rules and regulations depending on the location and will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only self-service recreational equipment rental operator with the right to use the Premises.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership and use commercially reasonable efforts to get the new owner of the Premises to sign an agreement substantially similar to this Agreement with Operator (if this Agreement is not transferred as part of such change in ownership.) Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on City's Premises within thirty (30) days.

6. DISCLAIMER. To the maximum extent permitted by law, except as otherwise set forth in this Agreement, neither party makes any representations or warranties to the other, including with respect to its products and services or the subject matter of this agreement, and each party hereby disclaims any express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, title, merchantability, and non-infringement.

7. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits

asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

9. Insurance. The Operator shall, throughout the term of this Agreement, at its own cost and expense procure and maintain public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 for bodily injury and death. Such policy of insurance shall name the City as an insured or additional insured, as its interest may appear, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policy shall contain an endorsement waiving all rights of subrogation, if any, against the City. The Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City.

10. Compliance with Law and Policy. Operator agrees to provide the Rental Station Services in accordance with all City policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes.

11. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

12. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, City and Operator are independent contractors under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity.

13. Independent Contractor. Operator is an independent contractor and neither the Operator nor its officers, employees and/or agents shall be deemed the City's agent, representative or employee. This Agreement does not create an employee/employer relationship, a partnership, joint venture or any other type of legal relationship between the City and the Operator.

SCHEDULE A: Station Services and Obligations

1. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- 4 sit-on-top kayaks / SUPs, with associated paddles and lifejackets
- Each craft offered for rent shall be furnished with all items of safety equipment specified by state laws governing the use and operation of watercraft on state water; and
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or SUP and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

2. EXPANSION. At Operator's discretion, and upon the written approval of City, Operator shall have the right to expand the Kayak Rental Station Services at Premises to include a total of eight (8) or twelve (12) kayaks and / or SUPs, based on demand observed after initial launch.

3. SIGNAGE. Operator may choose to provide signage at the Premises. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

4. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

5. MARKETING: Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch.

6. MAINTENANCE: Operator maintenance personnel will visit the Premises to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

SCHEDULE B: Term and Revenue Share

1. TERM: The Term shall commence on the Effective Date and shall continue for a period of 5 years, unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term").

2. REVENUE SHARE: City shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs that are required during the Term. Non-standard repairs shall include: (a) moving the locker to a new City-managed location, on written request of City; (b) replacement of locker or parts thereof due to vandalism, natural disasters, or other outside forces unrelated to Operators or its Rental Station Services.

SCHEDULE C: City Obligations

1. MARKETING. City will use reasonable efforts to promote the Rental Stations Services to the public, which shall include linking to the program website from the City's web properties and social media accounts.

2. COMPENSATION. City shall pay Operator the following fees:

- Activation Fee: \$16,000.

3. PAYMENT. An invoice shall be sent following execution of this Agreement, with payment terms of net 30 days.

AGREED AND ACCEPTED

Operator: Rent.fun, LLC

By: _____

Name: _____

Title: _____

Date: _____

City _____

By: _____

Name: _____

Title: _____

Date: _____

Quotation #: Brainerd ODR Upgrades

Revision #:

Customer ID: 200215

Date: November 2nd, 2023

Proposal Expiration Date: December 2nd, 2023

Sales Consultant: Dan Mehren

Prepared For:

Jessie Dehn, P.E.

City of Brainerd

501 Laurel Street

Brainerd, MN 56401

Project Location:

TBD

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

Per your request to provide a 1-man supervision of installation of the existing BAP 6.0 Steel system. Included in the scope are repairs and replacements of the cap rail and kick plates and new chain link fencing for the end zones and radius. BAP to facilitate transportation of the system to and from Shakopee for repairs.

DASHER MODIFICATIONS

- New ¾" thick white UV high-density polyethylene cap rail for the entire rink
- New ½" x 8" high white UV high-density polyethylene kick plate for the entire rink
- New 5/8" drilled-in epoxy anchors complete with anchor plates, bolts, and washers for a concrete installation
- Approximately 242 lineal feet of 6' high x 9-gauge galvanized chain link fencing with three horizontal support rails for the end straights and radius corners of the rink
- Four (4) each shield termination pads
- Freight to and from Brainerd, MN
- Expected minor repairs to the existing dasher system
- Unforeseen material requirements, due to the current state of the dasher boards, will be addressed on a case-by-case basis, including any repairs needed to be made to the aluminum structural framing. Additional costs to be communicated at that time

SUPERVISION OF INSTALLATION

- Becker Arena Products, Inc. will furnish an experienced and professional working supervisor that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner.
- This approved working supervisor will assist and oversee the dasher board system installation.
- Price includes supervision labor (**Non-union labor/non-prevailing wage rate**), all associated travel and all associated supervision personnel expenses. Supervision labor includes 5 consecutive 10-hour days
- Customer is responsible for labor, forklift, tools and must furnish a crew of 4 carpenter laborers for the entirety of the installation.

TOTAL PRICE (material, freight, supervision of installation)

Accept _____ \$ 49,210.00

OPTION: FULL INSTALLATION

- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (**Non-union labor / non prevailing wage rate**) required forklift, all equipment for installation, and a dumpster for pallet and packaging waste.

TOTAL ADD TO BASE PRICE

Accept _____ \$ 24,700 .00

Total of Above Selected Items

\$ _____

Please Note: *Taxes are the responsibility of the purchaser.* Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

50% due upon placement of order (\$ _____)

50% due upon delivery and installation (\$ _____)

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **Brainerd ODR Upgrades** is accepted with initialed options:

Purchaser Signature

Title

Print Name

Today's Date

Becker Arena Products, Inc.

General Manager
Title

Jeff Brosz
Print Name

Today's Date

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage, and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling, and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors, and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury, and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly, or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such cases, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so, determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

Jessie Dehn

From: Jeff Czczok
Sent: Thursday, October 26, 2023 11:24 AM
To: Jessie Dehn
Cc: Jennifer Bergman
Subject: Fw: Observations at Lum/Kiwanis Parks, Brainerd

Hi Jessie, please provide this email to whomever you think would be appropriate...and please include the Mayor as even though it would be appropriate seeing as how he is on the Park Board, I'm sure he would be appreciative of the complement regardless.

Also, I don't know if the PB has discussed any of the suggestion Cookie is offering, but in my opinion, they do seem to make sense.

Thanks much, Jeff

From: Cookie Zierman <cookiemomi@charter.net>
Sent: Thursday, October 26, 2023 10:39 AM
To: Jeff Czczok <jzczok@ci.brainerd.mn.us>
Subject: Observations at Lum/Kiwanis Parks, Brainerd

You don't often get email from cookiemomi@charter.net. [Learn why this is important](#)

Jeff, you probably know who to send this to. Would you please forward it to the Mayor, the Park Board, or whoever would be appropriate? The Mayor seems to care a lot about the people, so maybe you could send it to him? Thanks!

Dear Sirs:

I am emailing you about some things my sister and I noticed at Lum Park this summer as we fished off the dock many times. We are senior citizens, so we would really have appreciated some benches to sit on (and to put the tackle boxes up off the floor) while fishing. Would that be possible? That would be a blessing for many people.

Also, because there is no seating at the Lum Park dock, one day I had gone back to shore to sit on that bench. It was not very helpful, since there is only a narrow piece of wood for the seat that was pretty far forward. Very hard to sit on and lean back to the backrest to get relief from standing. I thought that it would be much more useful/comfortable with another piece of wood added to it. For a few seconds, I thought of doing that myself, but thought it would look a lot better if you did it instead.

I noticed also, at Lum Park, that there was a cooking stand a ways from the bench, but the tree branches have grown and gotten way too close. Seemed to me that it would possibly cause the tree to catch fire if someone had cooked there...particularly at this time of year when the leaves are dry. My sister and I would love to have a sturdy picnic table close by the fishing area. We'd love to make a day of it there, fishing and having a meal and some coffee, but it's not doable there. Actually, a couple tables, one on each side of the entrance would be great. would be very nice!

I also fished a few times at Kiwanis Park and that dock could use some benches also. It gets harder, and less fun each added year to stand for an hour or so fishing. I don't fish there much because it's such a long walk carrying my chair,

tackle box, and fishing rod down the hill to the dock. And I dare not bring my disabled sister because she simply can't do that walking and carrying, and then no benches. Too bad there's not some handicapped parking a bit closer. That would be interesting, and wonderful! And probably impossible.

Thank you very much for the good work that you do to keep Brainerd looking beautiful, while also being functional.

(Thank you, Jeff, for sending this on to someone who can help!)

God bless you,

Cookie Zierman
218-831-1178
and Betty Bish



Park Board Agenda Request

MEETING DATE: November 7, 2023

TITLE OF ITEM: 2024 YMCA Budget Proposal

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

SUMMARY OF ISSUE: At the October 24th Park Board meeting, the YMCA presented on their outreach and participation in youth activities for the 2023 season. They have provided a proposal for the 2024 season, attached to this item.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The YMCA is proposing a total cost of \$20,000 for the 2024 season, a \$5,000 increase over 2023 due to increased wages and start-up costs for youth girls intro softball. Other considerations that they request is that facilities at Lyman P. White Park and Buffalo Hills are provided at no cost. Also, that YMCA has priority over other rental use of the fields.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the proposal from the YMCA for the 2024 season.

FINANCIAL IMPACT: \$20,000



10/24/23

MANAGEMENT PROPOSAL

Non-competitive youth sports- 2024

Thank you for considering this proposal on behalf of the Brainerd Family YMCA to continue management of youth, non-competitive sports programming to include: youth soccer, T-Ball, flag football, basketball, a running program, volleyball, and (New for 2024) 6-10 y/o girls Intro to Fast Pitch Softball. We are also considering developing a river paddling event/series which we would like to run out of the Lyman P. White River Park.

YMCA- Organizational Overview

The Brainerd Family YMCA has been meeting the needs in our community since 1887, when the Northern Pacific Railroad asked that a YMCA be established so that their workers have a wholesome and healthy outlet during their time away from work. Today, our YMCA is serving the health and well-being needs of people from infant through their senior years. Programming includes group fitness classes which are land and water based, aquatics ranging from swim lessons to a competitive team, licensed day care, youth Day Camps, afterschool programming, youth sports and so much more.

Through YMCA of the USA, our local Y has access to critical resources which have allowed us to build an infrastructure and business model which is able to adapt to changing community needs and ensure both program quality and fidelity to the safety and business principles required to operate as a highly effective and respected organization.

The YMCA partnered with the City of Brainerd during 2021 to add summer programming for youth recreational sports including T ball, flag football, soccer, and basketball. Data regarding the program quality is detailed below. Alongside these programs, the YMCA administers several seasonal youth sport programs including basketball and flag football, along with a home school physical education program. We have the staffing structure and capacity to expand, which would allow us to continue to enhance and grow participation. This would ultimately support better health and character development for more young people in our service area.

Our organization has begun a Capital Development process. Several years ago, community leaders provided feedback for our Strategic plan which articulates a bigger need for quality youth programming, including sports and recreation. This has become a key part of our plans for the future and is guiding our decisions. This collaboration has helped align the goals of both the YMCA and the City of Brainerd- to develop healthy, strong and resilient youth in our community who have the character and competencies to become our neighbors and workforce of tomorrow.

During our third year of programming, the Y increased local participation to:

- Flag Football- 67 participants
- T-Ball- 108 participants
- Soccer- 205 participants
- Basketball- 50 participants
- Volleyball- 37 participants
- Running- 8 participants
- 2023 Total- 475
- 2022 Total- 474



2021 Total- 342

EXPERIENCE SURVEY

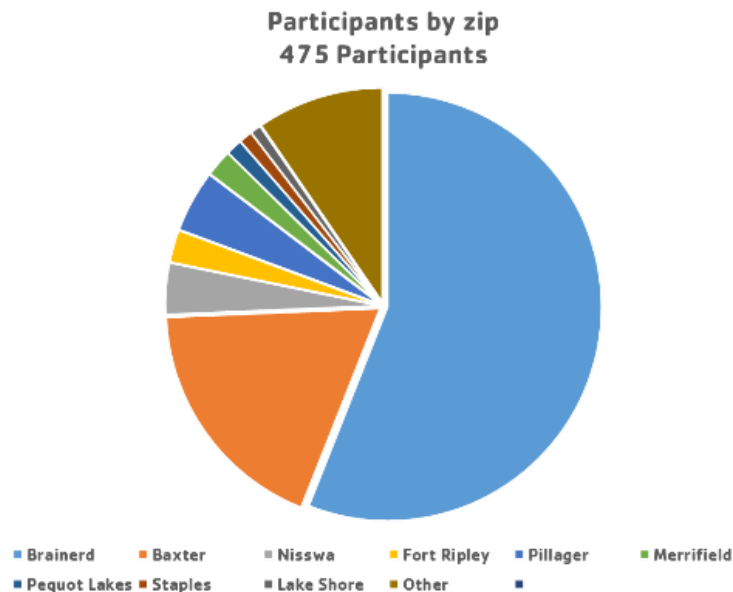
Near the end of the program, we sent participants a survey.
Key results as compared to national averages

	2023	Nat. Avg.
Parents reporting 'excellent/good'		
• Overall quality of staff	100%	83%
• The program was a fun and enjoyable experience	82%	90%
• Value for the money	91%	77%
• Provides positive adult/staff role models	100%	83%
Parents reporting 'strongly agree/agree'		
• Demonstrates caring, honesty, respect, and responsibility	100%	89%
• Make new friends	91%	92%
• Improve sport skills	100%	93%
• Build confidence	100%	87%
• <i>Sports is making a real positive impact in my child's life</i>		
Parents report 'actively believe'		

PARTICIPATION BY ZIP

YMCA | Brainerd Parks & Recreation Sports Program- 2023

T-Ball, Basketball, Flag Football, Running Club, Soccer, Volleyball





2023 BUDGET INFORMATION

wages & benefits- coordinator and PT coaches	14,199
marketing	1500
sports program expenses	9,534
Total	25,233

Comments (from survey):

- I want to send an extra kudos to those involved in the summer soccer program at the Brainerd location. Our two kids were enrolled, one of who had not played soccer before (she is 4). The kids were so excited for soccer every week and the staff did an outstanding job making it a fun and encouraging experience. It was very well organized and I appreciated the emails sent throughout the summer. The community meals were such a bonus that took that one extra task off my plate as a parent trying to do an evening activity and I really thank you for that. My son also loved seeing a few friends from Vanasek at soccer. He is signed up for after school care at the y and I'm thankful for the y community itself and the role it plays in the larger Brainerd community, too. Keep up the great work!!
- Very well organized program this year with lots of open communication! Wonderful staff!
- My son had a great time making friends and learning new skills this year!

Management Proposal Details

- The YMCA would continue administration of the programming to include registration, team management, volunteer coach recruitment and training, ordering of t-shirts/uniforms, and on site supervision and facilitation. Program income and expenses will reside with the YMCA, and any net surplus or subsidy will reside with the YMCA.
 - The YMCA will maintain the ability to expand participation, and either add or reduce current program offerings based on community need and financial sustainability.
- The City of Brainerd will continue to provide field space and also (pre-approved space) at Lyman P. White Park and the Buffalo Hills baseball/softball fields at no cost, including any associated upkeep to include, but not limited to mowing, lining of fields. The City would also provide field equipment (goals, bases, pitching machines, etc.). Field scheduling will be a cooperative effort; however, the YMCA would have priority over any other rental use.
 - YMCA representatives and City Staff will meet at the end of the season to assess field conditions and recommended improvements or changes. The City shall make every effort to provide high quality and useable fields space.
- The YMCA will develop an external marketing campaign to promote the programs, but will be provided the current or normal ad space in any City of Brainerd program brochure or online content which has been traditionally allocated toward promoting the programming- at no cost. The City of Brainerd will maintain the authority to seek and promote field sponsors.



- The YMCA will add the program sites to its insurance policy and will provide a certificate of insurance naming the City of Brainerd as co-insured. The YMCA will also meet any other insurance requirements necessary.
- The City of Brainerd would pay the YMCA an annual administrative fee of \$20,000 in order to continue providing quality youth sports programming for youth of all income levels within the City of Brainerd. This is a \$5,000 increase from 2023 due to increased wages along with start-up costs with softball programming.
- This agreement shall be for 2024.

Any other details that arise will be addressed in the spirit of collaboration so that the outcomes are beneficial for the City of Brainerd, the YMCA, and the youth that we serve in our community.

Thank you for considering our organization as a key partner in providing youth sports.

Respectfully,



Shane S. Riffle
CEO- Brainerd Family YMCA



Brainerd Park Board Agenda Request

MEETING DATE: November 7, 2023

TITLE OF ITEM: Approve Winter Sports Proposal from YMCA

ACTION: Action Requested

ACTION REQUESTED: Direction Requested

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Council authorized staff to begin the hiring process for the Recreation Specialist position on November 6. However, the process can take over a month and a half if the appropriate candidate is hired quickly. With the approach of winter programming, adult and youth pond hockey and warming houses, there is likely not going to be staff available to get these programs set up and executed in time for the winter season. Generally, both begin shortly following the new year with registrations and background checks occurring in the month or two leading up to.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

YMCA has provided a proposal to assist the City by providing program management during the 2024 winter season. Below are some of the key points of the proposal:

Adult and Youth Pond Hockey

- YMCA would hire and train referees, coordinate volunteer coaches, and player registrations.
- City would provide the same equipment that we have provided to the program in the past.
- YMCA would coordinate schedules, practices, and site supervision.
- Total proposal for hockey would be \$1,300.

Warming Houses

- YMCA would assist in the promotion of the ad for employees.
- City would hire, employ, and pay the warming house attendants.
- YMCA staff would schedule and manage availability for warming houses and attendants.
- This would continue until the new Rec Specialist could take over supervisory duties.
- Proposal for Warming House Administration would be \$800 per month.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the proposal from the YMCA for winter sports and warming house administration.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Unknown at this time. Minimum of \$1,300.

Is this budgeted? (Please Explain) No, some cost savings from 2023.



November 7, 2023

MANAGEMENT PROPOSAL

Winter youth and adult sports- pond hockey

Thank you for considering this proposal on behalf of the Brainerd Family YMCA to manage the 2023-2024 season of youth and adult pond hockey and to begin staff recruitment for the city's warming houses which will be transferred to city staff once hired.

YMCA- Organizational Overview

The Brainerd Family YMCA has been meeting the needs in our community since 1887, when the Northern Pacific Railroad asked that a YMCA be established so that their workers have a wholesome and healthy outlet during their time away from work. Today, our YMCA is serving the health and well-being needs of people from infant through their senior years. Programming includes group fitness classes which are land and water based, aquatics ranging from swim lessons to a competitive team, licensed day care, youth Day Camps, afterschool programming, youth sports and so much more.

Through YMCA of the USA, our local Y has access to critical resources which have allowed us to build an infrastructure and business model which is able to adapt to changing community needs and ensure both program quality and fidelity to the safety and business principles required to operate as a highly effective and respected organization.

Currently, the YMCA administers several seasonal youth sport programs including basketball, soccer, gymnastics and flag football (in partnerships with the City of Brainerd and the Brainerd Blast), along with a home school physical education program. Over the last 3 years, we have appropriately scaled programming along with our staffing structure in a mindful and strategic manner. We do have some capacity to expand, which would allow us to take on new activities and also to enhance and grow participation. This would ultimately support better health and character development for more young people in our service area.

Our organization is currently engaged in the early phase a Capital Development process. Community leaders provided feedback for our Strategic plan which articulates a bigger need for quality youth programming, including sports and recreation. We believe that through partnerships, we are able to best achieve this goal. This has become a key part of our plans for the future and is guiding our decisions. This expanded collaboration can align the goals of both the YMCA and the City of Brainerd- to develop healthy, strong and resilient youth in our community who have the character and competencies to become our neighbors and workforce of tomorrow.

**BRAINERD FAMILY YMCA
602 Oak St. Brainerd, MN 56401
(P)218.829.4767
(W) BrainerdLakesYMCA.org**

The mission of the Brainerd Family YMCA is to enhance lives in the Brainerd Lakes Area by connecting individuals and families with opportunities based on Christian values that build a healthy spirit, mind & body.



Pond Hockey (youth and adult) Management Proposal Details

- The YMCA would take over the administration of the programming to include registration and fees, team management, volunteer coach recruitment and training, scheduling any necessary game referees, and on site supervision as availability and necessity require. Program income and expenses will reside with the YMCA, and any net surplus or subsidy will reside with the YMCA.
 - The YMCA will have the ability to expand participation, and either add or reduce current program offerings based on community need and financial sustainability.
 - The YMCA will pay referees.
- The City of Brainerd would provide the ice rinks at no cost, including any associated upkeep to include, but not limited to ice maintenance, structural upkeep and repairs, snow plowing/removal, etc. The City would also provide field equipment (goals, pads, jerseys, etc.). Rink scheduling will be managed by the YMCA for both practices, games and other available open use; however, practices and games will receive priority.
- The City shall provide prior season contact lists for coaches as well as program participants which may be used in promotional efforts.
- The YMCA will develop an external marketing campaign to assist in the promotion of the programs along with the currently planned efforts of the City. The City of Brainerd will maintain the authority to seek and promote rink or area sponsors. The YMCA will have the authority to recruit team or other sponsorship.
- The YMCA will recognize the City of Brainerd as a sports program partner and the City will also recognize the YMCA as the provider for sports to area youth.
- The YMCA will add the program sites to its insurance policy and will provide a certificate of insurance naming the City of Brainerd as co-insured. The YMCA will also meet any other insurance requirements necessary.

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- The City of Brainerd would pay the YMCA an administrative fee of \$1,300 in order to provide this quality winter youth sports programming for youth of all income levels within the City of Brainerd during the 2023-2024 winter season.
- The opportunity to discuss ongoing partnership after this season is welcomed by the YMCA and shall be considered by the City.

MANAGEMENT PROPOSAL

Warming House administration/season preparation

- The YMCA will contact all employees from the last 2 seasons to determine availability and any commitment to work for the upcoming season.
- The YMCA will co-promote and advertise for vacant positions and screen applicants.
- Qualified applicants will be directed to the City to complete any hiring processes.
- The YMCA will build a preliminary work schedule and present to the City, ready for the new staff to take over the responsibilities.
- The City of Brainerd would pay the YMCA a one-time administrative fee of \$800 per month for this service until City's staffing vacancy is filled and transition is completed.

Any other details that arise will be addressed in the spirit of collaboration so that the outcomes are beneficial for the City of Brainerd, the YMCA, and the youth that we serve in our community.

Thank you for considering our organization as a key partner in providing youth sports. We hope that you will view this proposal as a starting point from which we can further align our goals and create the details which will make it beneficial for both entities.

Respectfully,


Shane S. Riffle
CEO- Brainerd Family YMC

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