



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, March 26, 2024 @ 4:00 PM

The public is invited to attend these meetings in person

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

1. **Call To Order**

2. **Roll Call**

___ T. Rushmeyer ___ K. Schaefer ___ A. Shipe ___ J. Miller ___ Vacant

3. **Pledge of Allegiance**

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

5. **Consent Calendar**

NOTICE TO PUBLIC - all matters listed are considered routine by the Board 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 Board votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval of Minutes**

B. **Approval of Disbursements**

C. **Approve Facility Rental Permits**

6. **Presentations**

7. **Unfinished Business**

A. **Update on Skatepark Match Information**

8. **New Business**

A. **Discuss Draft Agreement for Ski Loons**

B. **Discuss Location of New Buffalo Hills/Lions Playground**

C. **Approve YMCA and ISD 181 Agreements for 2024 Youth Programs**

D. **Approve BBBA Agreement for 2024 Season**

- E. **Discuss Mills Field Storage Shed**
- F. **Approve Event Application - Skatepark Spring Session**
- 9. **Public Forum**
Time allocated for citizens to bring matters not on the agenda to the attention of the Board - Time limits may be imposed
- 10. **Staff Reports**
(Verbal: Any Updates since Packet)
 - A. **Recreation & Maintenance Report**
- 11. **Board Member Reports**
- 12. **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"

Pursuant to due call and notice thereof, the meeting of the Brainerd Park Board was called to order at 4:00 p.m. by Board President Miller.

Upon roll call, the following board members were noted present: Schaefer, Shipe, and Chair Miller. Member Rushmeyer was noted as absent.

Also noted as present, Mayor Badeaux, Public Works Director/City Engineer Dehn, and Interim City Administrator Wussow. Recreation Specialist Blank viewed the meeting being broadcast on the 2nd floor, returning to Council Chambers at 5:06 pm.

Board President Miller opened the meeting with the Pledge of Allegiance to the flag.

Approval of Agenda

MOVED AND SECONDED BY MEMBERS SHIPE AND SCHAEFER, DULY CARRIED, TO APPROVE THE AGENDA.

Approval of Consent Calendar

MOVED AND SECONDED BY MEMBERS SHIPE AND SCHAEFER TO APPROVE THE CONSENT CALENDAR.

Upon roll call, members Schaefer, Shipe and Miller voted “aye”. No member voted “nay” in approval of the consent calendar.

New Business

Ski Loons Discussion and Public Hearing

Public Works Director Dehn explained the item is a continuation of the information provided by a work group undertaking during the past few months. The Park Board elected to move forward requesting a presentation from the Brainerd Ski Loons on the potential facets of an agreement as well as holding a public hearing for comments and suggestions from lake area residents as to what the facets to a future potential agreement might be as the Park Board continues to gather more information. Director Dehn then introduced Chris Dens, Ski Loons President, to present to the Park Board on the proposed agreement.

In Chris Dens’ absence, Andy Rangen represented the Ski Loons organization and mentioned that the Ski Loons organization has grown in both popularity and participation. Mr. Rangen stated they are committed to learning from their mistakes, growing in wisdom and putting their best foot forward. This presentation is to share a vision that not only expresses the Ski Loons passion for show skiing, but also acknowledges the importance of open dialogue, community feedback, and sustainable co-existence with neighbors and the environment. The contract presented is to help alleviate past issues and define clear processes and expectations.

Mr. Rangen explained that Lum Park provides excellent visibility, is a central location within the City, and can handle large crowds. It is critical for practices to be held at the same location used for hosting the shows when dealing with timing, location, and boat patterns when executing the show skills. Mr. Rangen thanked the Park Board for considering the Ski Loons’ proposed agreement and is looking forward to the next step.

Jill Lewis, Ski Loons member, highlighted several positive benefits arising from involvement with the Ski Loons organization. Benefits mentioned included the importance of safety and what is required of boat operators, inclusivity of all age groups, family atmosphere, high talent levels, and a positive influence on the community as well as being financially self-sufficient.

Ski Loon participants Reef Sampson, Grace Rangen, and Natalie Lanemann gave testimonies to their involvement with the Ski Loons.

Matt Holmstrom, Ski Loons member, referenced Item 4A and 4B in the proposed agreement emphasizing efforts made to reduce practice schedules and having four shows scheduled in advance for public awareness. Distance from the shore was also addressed and having the buoys placed on the lake by the Sheriff's Department sets a good boundary for both the Ski Loons and the residents and it is proposed that this be considered a "best practice".

Chair Miller opened the public hearing at 4:20 p.m.

Chair Miller emphasized the public hearing was for constructive feedback on items they would like to see considered if the Ski Loons were to continue to operate at Lum Park.

The following citizens spoke on items for consideration by the Park Board in deciding if a new contract between the City and Ski Loons will be created. Items discussed consisted of limiting practices, removing the ramp when not in use, size of lake being too small, rotation of lakes, boats staying closer to middle of lake, penalties imposed, communication improved, and the possibility of rebuilding the dock.

Tad Schoerding, 14785 Wonderland Park Rd, Brainerd
Cynthia Gibbs, 1410 14th Ave NE, Brainerd
Phil Philbin, 1415 O St NE, Brainerd
Tony Grant, 18782 Rock Bay Rd, Brainerd
Wayne Harting, 14813 Wonderland Park Rd, Brainerd
Chris Dens, 4784 Gull Lake Dam Rd, Brainerd

Chair Miller closed the public hearing at 5:06 p.m.

Chair Miller set in motion a three-minute recess.

Approve Event Application – Arts in the Park

Brainerd Community Action Executive Director, Dave Badeaux, stated the Arts in the Park event information is the same as prior years, with the size being like last year. The north side of the park will be used for the classic cars.

Member Schaefer asked for clarification on the placement of the classic cars and food trucks and use of the carts to unload items.

Member Shipe questioned if Community Action staff would be guiding artists in dropping off their wares to help avoid chaos. Mr. Badeaux explained that it would be controlled chaos for about an hour.

MOVED AND SECONDED BY MEMBERS SCHAEFER AND SHIPE, DULY CARRIED,
TO APPROVE THE ARTS IN THE PARK EVENT APPLICATION.

Approve Events – The Center 2024 Performances in the Park

Public Works Director Dehn referenced the letter from The Center for the Park Board to approve utilizing Gregory Park's bandstand for The Center's 2024 Performances in the Park events throughout the summer. Performances would begin June 6 and continue each Thursday through August.

MOVED AND SECONDED BY MEMBERS SHIPE AND SCHAEFER, DULY CARRIED, TO APPROVE THE CENTER 2024 PRFORMANCES IN THE PARK.

Approve Easter Egg Hunt Event at Gregory Park

Recreation Specialist Blank referenced the scheduled Easter Egg Hunt to be held at Gregory Park and requested input regarding a possible alternative location for the 2024 event.

Chair Miller commented that he enjoyed the Easter Egg Hunt being held at Gregory Park and felt it would be a good choice for 2024.

Member Shipe commented on the fact that the children would be easily separated into age groups by using Gregory Park.

Mayor Badeaux mentioned his appreciation in using Gregory Park for the Easter Egg Hunt in the fact that while his children trench through the snow for the event, he can remain on the sidewalk with dry shoes.

Member Schaefer agreed that Gregory Park is a good fit for this event.

MOVED AND SECONDED BY MEMBERS SCHAEFER AND SHIPE, DULY CARRIED, TO APPROVE THE EASTER EGG HUNT EVENT AT GREGORY PARK.

Approve Food Delivery at Memorial Park

Public Works Director Dehn informed the board that a food delivery semi-truck and trailer goes to Bethany Lutheran to deliver food to individuals who need to pick-up food ordered through a delivery service. Due to outgrowing the space of the church, they are requesting to utilize the west parking lot in Memorial Park to do this pick-up on a once-a-month basis.

Member Schaefer questioned if the deliveries were something like Second Harvest or if the orders were placed by an organization and then delivered to people in need. Director Dehn commented that he wasn't sure, and he assumed that they ordered it through a vendor.

Chair Miller mentioned that the request is for utilizing the parking lot and that restrictions would not need to be placed on the request.

MOVED AND SECONDED BY SHIPE AND SCHAEFER, DULY CARRIED, TO APPROVE THE FOOD DELIVERY AT MEMORIAL PARK.

Approve Letter of Support – TH 210/Lum Park Pedestrian Bridge

Public Works Director Dehn referenced a feasibility study done last year and the City Council recommended moving forward with an LCCMR grant application. Director Dehn is requesting additional letters of support to send with the grant application.

Member Shipe questioned the Park Board's responsibility in maintaining the bridge.

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Director Dehn indicated that if the bridge is turned over to the State's trail system, then maintenance would be limited to winter operations.

MOVED AND SECONDED BY SCHAEFER AND SHIPE, DULY CARRIED, TO APPROVE THE LETTER OF SUPPORT – TH 210/LUM PARK PEDESTRIAN BRIDGE.

Approve 2024 Tree Plantings

Public Works Director Dehn referenced a \$25,000 budget for tree plantings in the capital budget. Staff recommended planting new trees in Lum Park that were lost in summer storms of 2022 as well as some ash trees damaged by the Emerald Ash Borer.

Member Shipe questioned if the Park Board would get to select where trees are planted and how many trees would be purchased.

Director Dehn explained that the trees are about \$1,000 each so a total of roughly 24 trees would be planted according to the master plan.

Member Schaefer asked to add to the motion the concern of the heavy trucks driving through the park.

MOVED AND SECONDED BY SHIPE AND SCHAEFER, DULY CARRIED, TO APPROVE 2024 TREE PLANTINGS WHILE ASKING STAFF TO GET QUOTES FOR NON-TRUCK BASED MAINTENANCE.

Approve Mills Field Fencing Quote

Public Works Director Dehn shared that after speaking with vendors, the \$50,000 budgeted would allow for all fencing around Mills field to be done. Dehn recommended moving forward with the quote from Oberg Fence for the replacement of the entirety of the Mills Field fencing.

Member Schaefer wanted clarification that all the fencing to be done around the field is a necessity.

Mayor Badeaux explained that an assessment was made last summer and with the issue of the fence being wood, it was found that the posts and panels were failing and in very poor shape. The costs of maintaining the current fence in wood would be very high.

Director Dehn mentioned being approached by the Public Works Association of Minnesota and they are holding their conference here this spring. This would be a good opportunity, once the fence is completed, for them to do some additional volunteer work in painting some of our facilities as well as planting some additional trees along that first base fence line. We would coordinate with the contractor to ensure that the work gets done.

MOVED AND SECONDED BY SCHAEFER AND SHIPE, DULY CARRIED, TO APPROVE THE MILLS FIELD FENCING QUOTE.

Approve Self-Service Kayak Rental Details

Public Works Director Dehn explained the areas of the kayak rental decisions that need to be addressed include location, rental fees, memberships, and stock. Staff are recommending the kiosk be placed adjacent to the new sidewalk that leads to the lower beach. Rental fees are recommended to be \$15 per hour. Staff recommended offering memberships of \$75 per year with a 100% rental discount, and the stock to include 3 kayaks and 1 paddleboard.

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Discussion was held regarding the membership aspect of the rentals, the possibility of theft, and City branding.

Director Dehn explained that according to Rent.Fun there would be an individual checking on the kiosk daily to ensure it was being used properly and items were being returned. Dehn also pointed out that a credit card would be used to check the equipment out from the kiosk so there is a record of who used the equipment. Director Dehn mentioned that the City logo will be on the kiosk sign.

MOVED AND SECONDED BY SHIPE AND SCHAEFER, DULY CARRIED, TO APPROVE SELF-SERVICE KAYAK RENTAL LOCATION, RENTAL FEES, MEMBERSHIPS OF \$50 PER YEAR WITH 50% RENTAL DISCOUNT, AND STOCK OF THREE KAYAKS AND ONE PADDLEBOARD.

Request Forming Work Group to Develop a 30-Year Parks Capital Plan

Public Works Director Dehn referenced the spreadsheet prepared in 2023 showing assets prioritized by year of estimated replacement. Staff requests assistance from 1-2 members of the Park Board to organize the spreadsheet into a 30-Year Capital Plan. The Plan would then be presented to the Park Board for formal approval and presentation to the City Council for long-term budgeting.

Chair Miller and Member Shipe volunteered to assist in crafting the 30-Year Plan.

Public Forum

Chair Miller opened the Public Forum at 5:54 p.m.

No one came forward.

Public Forum was closed at 5:54 p.m. by Chair Miller.

Staff Reports

Recreation Specialist Blank commented on the weather causing a short hockey season and the cancellation of the skating party. The Smooch-a-Pooch event was successful, and softball registrations are underway. Eleven donations for park events have been received to date.

Director Dehn reiterated the Public Works Association wanting to do a volunteer project in our community and the new fence work would be an ideal opportunity for this with painting and tree planting.

Board Reports

Chair Miller thanked everyone for their time regarding the Ski Loons conversations and is confident a compromise will be achieved.

Member Shipe mentioned being excited to see the new Buster Park gazebo (pavilion) going up this spring.

MOVED AND SECONDED BY SCHAEFER AND SHIPE, DULY CARRIED, TO ADJOURN THE MEETING AT 5:57 p.m.

Respectfully Submitted,
Kathy Johansen, Administrative Specialist

February 27, 2024

03/21/2024 11:16 AM

User: kjohansen

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/28/2024 - 03/21/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0011 - ACE HARDWARE:							
322041/1 81532	ACE HARDWARE FASTENERS 230-5200-42220	02/14/2024 pziemer REPAIR & MAINT	03/06/2024	2.00 2.00	0.00	Paid	Y 03/06/2024
322464/1 81909	ACE HARDWARE PAINTBRUSH 230-5200-42220	03/05/2024 pziemer REPAIR & MAINT	03/20/2024	15.29 15.29	0.00	Paid	Y 03/20/2024
Total for vendor 0011 - ACE HARDWARE:				17.29	0.00		
Vendor 2740 - AT&T MOBILITY:							
X03032024/PARKS 81845	AT&T MOBILITY ACCT 287292136423 PARKS 1/26-2/25 230-5200-43321	02/25/2024 pziemer TELEPHONE	03/13/2024	183.99 183.99	0.00	Paid	Y 03/13/2024
Total for vendor 2740 - AT&T MOBILITY:				183.99	0.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
JAN 24/PARKS 81576	BRAINERD PUBLIC UTILITIES 12/24/23-1/24/24 PARKS UTILITIES 230-5200-43381	02/26/2024 pziemer BPU UTILITIES	03/06/2024	4,137.98 4,137.98	0.00	Paid	Y 03/06/2024
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				4,137.98	0.00		
Vendor 2106 - BSN SPORTS, LLC:							
924778372 81535	BSN SPORTS, LLC BASKETBALLL BACKBOARD 230-5200-42220	02/13/2024 pziemer REPAIR & MAINT	03/06/2024	764.99 764.99	0.00	Paid	Y 03/06/2024
Total for vendor 2106 - BSN SPORTS, LLC:				764.99	0.00		
Vendor 0307 - CENTERPOINT ENERGY:							
92166-0/FEB24/PARKS 81834	CENTERPOINT ENERGY 1/13/24-2/15/24 PARKS DEPT UTILITIES 230-5200-43380 230-5200-43380	02/23/2024 pziemer UTILITIES UTILITIES	03/20/2024	833.76 804.23 29.53	0.00	Paid	Y 03/20/2024
Total for vendor 0307 - CENTERPOINT ENERGY:				833.76	0.00		
Vendor 0134 - CWC SANITARY LANDFILL:							

03/21/2024 11:16 AM
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
196446 81531	CWC SANITARY LANDFILL SHINGLES FROM SHED 230-5200-42220	02/05/2024 pziemer	03/06/2024	12.00 12.00	0.00	Paid	Y 03/06/2024
Total for vendor 0134 - CWC SANITARY LANDFILL:				12.00	0.00		
Vendor 3220 - DALCO:							
4201832/PK 81614	DALCO JANITORIAL SUPPLIES - PARKS 230-5200-42220	02/27/2024 pziemer	03/06/2024	69.65 69.65	0.00	Paid	Y 03/06/2024
Total for vendor 3220 - DALCO:				69.65	0.00		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN4936210/PARKS 81887*	ENTERPRISE FM TRUST JAN 24 PARKS DEPT VEHICLE LEASES 230-5200-43331	01/05/2024 pziemer	03/13/2024	2,105.34 2,301.83	0.00	Paid	Y 03/13/2024
				(196.49)			
FBN4958367/PARKS 81895	ENTERPRISE FM TRUST FEB 24 PARKS DEPT VEHICLE LEASES 230-5200-43331	02/04/2024 pziemer	03/13/2024	2,074.39 2,074.39	0.00	Paid	Y 03/13/2024
				LEASE PAYMENTS			
FBN4986216/PARKS 81899	ENTERPRISE FM TRUST MAR 24 PARKS VEHICLE LEASES 230-5200-43331	03/05/2024 pziemer	03/13/2024	2,069.38 2,069.38	0.00	Paid	Y 03/13/2024
				LEASE PAYMENTS			
Total for vendor 1859 - ENTERPRISE FM TRUST:				6,249.11	0.00		
Vendor 0227 - LAKES PRINTING:							
00220468 81824	LAKES PRINTING BUSINESS CARDS - H.BLANK 230-5200-42200	02/28/2024 pziemer	03/20/2024	88.80 88.80	0.00	Paid	Y 03/20/2024
Total for vendor 0227 - LAKES PRINTING:				88.80	0.00		
Vendor 0889 - MENARDS - BAXTER:							
15261 81534	MENARDS - BAXTER LUMBER 230-5200-42220	02/21/2024 pziemer	03/06/2024	288.45 288.45	0.00	Paid	Y 03/06/2024
				REPAIR & MAINT			

03/21/2024 11:16 AM

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
15682 81853	MENARDS - BAXTER VINLY PLANK, PAIL, TUBE 230-5200-42220	02/27/2024 pziemer	03/20/2024	160.88	0.00	Paid	Y 03/20/2024
	REPAIR & MAINT			160.88			
	Total for vendor 0889 - MENARDS - BAXTER:			449.33	0.00		
Vendor 3394 - MIDWEST MACHINERY CO:							
9942813 81910	MIDWEST MACHINERY CO FILTERS/BLADES - SUMMER EQUIP MAINT. 230-5200-42220	03/07/2024 pziemer	03/20/2024	1,072.25	0.00	Paid	Y 03/20/2024
	REPAIR & MAINT			1,072.25			
	Total for vendor 3394 - MIDWEST MACHINERY CO:			1,072.25	0.00		
Vendor 0798 - MR TIRE:							
36352 81593	MR TIRE REPAIR TIRE '14 GMC SIERRA 230-5200-42220	02/23/2024 pziemer	03/06/2024	21.49	0.00	Paid	Y 03/06/2024
	REPAIR & MAINT			21.49			
	Total for vendor 0798 - MR TIRE:			21.49	0.00		
Vendor 0469 - MUSCO SPORTS LIGHTING:							
421242 81848	MUSCO SPORTS LIGHTING MEMORIAL - LIGHTS 400-9050-45530	03/06/2024 pziemer	03/20/2024	1,500.00	0.00	Paid	Y 03/20/2024
	CAPITAL - OTHER			1,500.00			
	Total for vendor 0469 - MUSCO SPORTS LIGHTING:			1,500.00	0.00		
Vendor 4246 - OVERHAUL MOBILE SANDBLASTING:							
1056 81912	OVERHAUL MOBILE SANDBLASTING LUM RESTROOM GRAFFITI 230-5200-42220	03/11/2024 pziemer	03/20/2024	1,033.80	0.00	Paid	Y 03/20/2024
	REPAIR & MAINT			1,033.80			
	Total for vendor 4246 - OVERHAUL MOBILE SANDBLASTING:			1,033.80	0.00		
Vendor 3607 - ST. CROIX RECREATION FUN PLAYGROUND:							
21835 81551	ST. CROIX RECREATION FUN PLAYGROUND BUSTER PARK GAZEBO/SHELTER 400-9050-45530	02/08/2024 pziemer	03/06/2024	29,970.88	0.00	Paid	Y 03/06/2024
	CAPITAL - OTHER			29,970.88			
	Total for vendor 3607 - ST. CROIX RECREATION FUN PLAYGROUND:			29,970.88	0.00		
Vendor 1095 - VIKING ELECTRIC SUPPLY:							

03/21/2024 11:16 AM
User: kjohansen
DB: Brainerd

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
S007771409.001							
81854	VIKING ELECTRIC SUPPLY	02/21/2024	03/20/2024	306.66	0.00	Paid	Y
	KWP VANDALISM REPAIRS	pziemer					03/20/2024
	230-5200-42220	REPAIR & MAINT		306.66			
	Total for vendor 1095 - VIKING ELECTRIC SUPPLY:			306.66	0.00		

Vendor 0344 - WASTE PARTNERS INC:

42X01435							
81782	WASTE PARTNERS INC	02/29/2024	03/20/2024	462.15	0.00	Paid	Y
	FEB 24 PARKS WASTE REMOVAL	pziemer					03/20/2024
	230-5200-43380	UTILITIES		462.15			
	Total for vendor 0344 - WASTE PARTNERS INC:			462.15	0.00		

Vendor 3199 - WEX BANK:

95451239/PARKS							
81867	WEX BANK	02/29/2024	03/20/2024	767.65	0.00	Paid	Y
	FEB 24 PARKS FUEL	pziemer					03/20/2024
	230-5200-42212	MOTOR FUELS		767.65			
	Total for vendor 3199 - WEX BANK:			767.65	0.00		

Vendor 0346 - WIDSETH SMITH NOLTING:

229117							
81855	WIDSETH SMITH NOLTING	02/23/2024	03/20/2024	135.00	0.00	Paid	Y
	23:10 LUM PARK CAMPGROUND THRU	pziemer					03/20/2024
	229-0000-43300-23:10	PROFESSIONAL SERVICES		135.00			
229116							
81856	WIDSETH SMITH NOLTING	02/23/2024	03/20/2024	564.99	0.00	Paid	Y
	JAYCEES PARK THRU 2/9/24	pziemer					03/20/2024
	229-0000-43300-23:09	PROFESSIONAL SERVICES		564.99			
	Total for vendor 0346 - WIDSETH SMITH NOLTING:			699.99	0.00		

Vendor 1159 - WINNERS TROPHY:

13147							
81583	WINNERS TROPHY	02/23/2024	03/06/2024	1,380.00	0.00	Paid	Y
	QTY 18 S.BALL, QTY 2 K.BALL, QTY 10	pziemer					03/06/2024
	230-5215-42210	OPERATING SUPPLIES		828.00			
	230-5212-42210	OPERATING SUPPLIES		92.00			
	230-5231-42210	OPERATING SUPPLIES		460.00			
	Total for vendor 1159 - WINNERS TROPHY:			1,380.00	0.00		

PCard: 2257 U.S. BANK Card Holder: PARKS

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

PCard: 2257 U.S. BANK Card Holder: PARKS

Vendor 0006 - WALMART COMMUNITY/GECRB:

2/8/24							
81725	WALMART COMMUNITY/GECRB	02/08/2024	03/20/2024	3.17	0.00	Paid	Y
	SOFTBALL PICTURES FOR TROPHIES	pziemer					03/20/2024
	230-5215-42210	OPERATING SUPPLIES		3.17			
	Total for vendor 0006 - WALMART COMMUNITY/GECRB:			3.17	0.00		

Total PCard: 2257 U.S. BANK Card Holder: PARKS	3.17	0.00
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# of Invoices:	26	# Due:	0	Totals:	50,024.94	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				50,024.94	0.00	

* 1 Net Invoices have Credits Totalling:	(196.49)
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--- TOTALS BY GL DISTRIBUTION ---

229-0000-43300-23:09	PROFESSIONAL SERVICES	564.99
229-0000-43300-23:10	PROFESSIONAL SERVICES	135.00
230-5200-42200	OFFICE SUPPLIES	88.80
230-5200-42212	MOTOR FUELS	767.65
230-5200-42220	REPAIR & MAINT	3,747.46
230-5200-43321	TELEPHONE	183.99
230-5200-43331	LEASE PAYMENTS	6,249.11
230-5200-43380	UTILITIES	1,295.91
230-5200-43381	BPU UTILITIES	4,137.98
230-5212-42210	OPERATING SUPPLIES	92.00
230-5215-42210	OPERATING SUPPLIES	831.17
230-5231-42210	OPERATING SUPPLIES	460.00
400-9050-45530	CAPITAL - OTHER	31,470.88

--- TOTALS BY FUND ---

229 - PANDEMIC GRANTS	699.99	0.00
230 - PARK & RECREATION FUND	17,854.07	0.00
400 - CAPITAL PROJECTS FUND	31,470.88	0.00

--- TOTALS BY DEPT/ACTIVITY ---

0000 -	699.99	0.00
5200 - PARK MAIN/ADMINISTRATION	16,470.90	0.00
5212 - KICKBALL PROGRAM	92.00	0.00
5215 - ADULT SOFTBALL	831.17	0.00
5231 - PICKLEBALL	460.00	0.00
9050 - CAPITAL PROJECTS-MISC	31,470.88	0.00



Brainerd Parks & Recreation, MN
501 Laurel Street
Brainerd, MN 56401
218-828-2320
parks@ci.brainerd.mn.us
<https://www.ci.brainerd.mn.us/201/parks>

PERMIT #2844

Authorized On: 02/27/2024 08:35 AM

NOTE: Rental

Location

Buffalo Hills Lions Park
101 Buffalo Hills Lane
Brainerd, MN 56401

Permit Holder

Oak Street Christian School
2910 Oak Street
Brainerd, MN 56401

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	Sun, May 5th 2024	10:00 AM-05:00 PM	7.00	\$70.00
					TOTAL: \$70.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	May 5, 2024 10:00 AM-5:00 PM	\$70.00	\$70.00	\$0.00
			TOTAL:	\$70.00 \$70.00	\$0.00

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
65956110	02/27/2024 08:35 AM	Credit/Debit	\$75.51
			TOTAL: \$75.51

PROMPT RESPONSES

Location	Facilities	Date	Days
Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
#1 - Does your event have any other special considerations? If so, please describe.			
Response: No			
Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun

#2 - Will your event have amplified sound? Describe the sound amplification equipment to be used in your event and the times. The park will follow the City Code requirements with no exceptions on all amplified sound, making sure all noise concludes by 10:00 P.M.

Response: Yes

Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
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#3 - Will your event include concessions and/or a Food truck or other Vendors? If so, Concession company name and what products are served? What vendors?

Response: No

Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
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#4 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.

Response: Yes, PA system

Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
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#5 - Type of Event Description of Activities

Response: Pack Run 5k/10k

Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
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#6 - Number of people attending the event.

Response: 100

Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
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#7 - Times you will be in/out of the pavilion. Please include setup and cleanup in the times.

Response: 10:00-5:00

Buffalo Hills Lions Park	Buffalo Hills Lions Park Pavilion	05/05/2024	Sun
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#8 - Sales Tax Exempt?

Response: Yes

The pavilion has six picnic tables to accommodate 30-50 comfortably. Electrical outlets are located on the building exterior and water is available only if the restrooms are open. The pavilion is only available Fri-Sat-Sun during Youth Softball season (June-July). For after-hours emergency maintenance issues call 218-851-8455.

Waiver

Rental fees must be paid and this permit signed and returned no later than 14 days from the permit issue date. If the reservation is made less than 30 days in advance, payment and signature are due immediately. The City of Brainerd reserves the right to cancel any reservation if payment and the signed permit are not received in a timely manner. Cancellation of this reservation less than 30 days in advance of the event date will result in forfeiture of the rental fee. Cancellation of this reservation 30 or more days in advance will be refunded less a \$10.00 administration fee. Rental fees are not refundable due to inclement weather.

All trash generated by my group must be picked up and disposed of properly in the receptacles provided. No glass containers are allowed at City of Brainerd parks and the sale and/or consumption of liquor or strong beer is prohibited. An application to serve 3.2 keg beer may be completed with the Parks and Recreation office and must be approved by the City Engineer/Public Works Director as required by City Ordinance #815. Beer permits will not be issued where youth activities are scheduled. Amplified entertainment equipment is prohibited. Small canopies up to 12' X 12' are allowed; large tent canopies are

not.

This park facility permit means you have exclusive use of the facility(s) for the date/time shown on the permit. Please have your permit with you the day of your event.

I hereby for myself or any representatives of my organization or group waive and release any and all rights and claims for damages I or representatives of my organization or group have against the City of Brainerd and its representatives for any and all injuries suffered at any City of Brainerd facility. I also assume full responsibility for any damages to equipment or to the facility during my use.



Brainerd Parks & Recreation, MN
501 Laurel Street
Brainerd, MN 56401
218-828-2320
parks@ci.brainerd.mn.us
<https://www.ci.brainerd.mn.us/201/parks>

PERMIT #2849

Authorized On: 03/01/2024 02:16 PM

NOTE: Rental

Location

Lum Park
1619 Washington Street NE
Brainerd, MN 56401

Permit Holder

The Center
803 Kingwood St
Brainerd, MN 56401

Authorized Agent

Kathy Johansen
218-828-2320
parks@ci.brainerd.mn.us
<https://www.ci.brainerd.mn.us/201/Parks-Recreation>

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Lum Park	Lum Park Pavilion 1	Wed, Jul 24th 2024	08:00 AM-03:00 PM	7.00	\$65.00
TOTAL:					\$65.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Lum Park	Lum Park Pavilion 1	Jul 24, 2024 8:00 AM-3:00 PM	\$65.00	\$0.00	\$65.00
TOTAL:			\$65.00	\$0.00	\$65.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Lum Park	Lum Park Pavilion 1	07/24/2024	Wed

#1 - Does your event have any other special considerations? If so, please describe.

Response: Just Pontoons will be giving rides around the lake

Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
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#2 - Will your event have amplified sound? Describe the sound amplification equipment to be used in your event and the times. The park will follow the City Code requirements with no exceptions on all amplified sound, making sure all noise concludes by 10:00 P.M.

Response: Yes-bring their own

Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
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#3 - Will your event include concessions and/or a Food truck or other Vendors? If so, Concession company name and what products are served? What vendors?

Response: No

Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
#4 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.			
Response: Yes-roasters			
Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
#5 - Type of Event Description of Activities			
Response: Picnic			
Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
#6 - Number of people attending the event.			
Response: 80			
Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
#7 - Times you will be in/out of the pavilion. Please include setup and cleanup in the times.			
Response: 8-3			
Lum Park	Lum Park Pavilion 1	07/24/2024	Wed
#8 - Sales Tax Exempt?			
Response: Yes			

The pavilion has 12 picnic tables to accommodate 100-120 comfortably. Outlets are located in the upper SW corner and renters will need to bring extension cords. Water is available on the outside of the restroom building. For after-hours emergency maintenance issues call 218-851-8455.

Waiver

Rental fees must be paid and this permit signed and returned no later than 14 days from the permit issue date. If the reservation is made less than 30 days in advance, payment and signature are due immediately. The City of Brainerd reserves the right to cancel any reservation if payment and the signed permit are not received in a timely manner. Cancellation of this reservation less than 30 days in advance of the event date will result in forfeiture of the rental fee. Cancellation of this reservation 30 or more days in advance will be refunded less a \$10.00 administration fee. Rental fees are not refundable due to inclement weather.

All trash generated by my group must be picked up and disposed of properly in the receptacles provided. No glass containers are allowed at City of Brainerd parks and the sale and/or consumption of liquor or strong beer is prohibited. An application to serve 3.2 keg beer may be completed with the Parks and Recreation office and must be approved by the City Engineer/Public Works Director as required by City Ordinance #815. Beer permits will not be issued where youth activities are scheduled. Amplified entertainment equipment is prohibited. Small canopies up to 12' X 12' are allowed; large tent canopies are not.

This park facility permit means you have exclusive use of the facility(s) for the date/time shown on the permit. Please have your permit with you the day of your event.

I hereby for myself or any representatives of my organization or group waive and release any and all rights and claims for damages I or representatives of my organization or group have against the City of Brainerd and its representatives for any and all injuries suffered at any City of Brainerd facility. I also assume full responsibility for any damages to equipment or to the facility during my use.



Brainerd Parks & Recreation, MN
501 Laurel Street
Brainerd, MN 56401
218-828-2320
parks@ci.brainerd.mn.us
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PERMIT #2856

Authorized On: 03/05/2024 12:57 PM

NOTE: Rental

Location

Gregory Park
424 5th Street N
Brainerd, MN 56401

Permit Holder

Brainerd Lakes Pride
312 Hazel Ave
Pillager, MN 56473

Authorized Agent

Kathy Johansen
218-828-2320
parks@ci.brainerd.mn.us
<https://www.ci.brainerd.mn.us/201/Parks-Recreation>

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Gregory Park	Gregory Park Pavilion with optional Kitchenette	Sat, Sep 14th 2024	09:00 AM-04:00 PM	7.00	\$70.00
Addons		Pavilion Kitchenette			\$15.00
		Addons Total			\$15.00
				TOTAL:	\$85.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Gregory Park	Gregory Park Pavilion with optional Kitchenette	Sep 14, 2024 9:00 AM-4:00 PM	\$70.00	\$70.00	\$0.00
Gregory Park	Gregory Park Pavilion with optional Kitchenette	Pavilion Kitchenette	\$15.00	\$15.00	\$0.00
TOTAL:			\$85.00	\$85.00	\$0.00

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
66290726	03/05/2024 12:57 PM	Credit/Debit	\$91.70
TOTAL:			\$91.70

PROMPT RESPONSES

Location	Facilities	Date	Days
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#1 - Does your event have any other special considerations? If so, please describe.			
Response: No			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#2 - Will your event have amplified sound? Describe the sound amplification equipment to be used in your event and the times. The park will follow the City Code requirements with no exceptions on all amplified sound, making sure all noise concludes by 10:00 P.M.			
Response: Yes-music			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#3 - Will your event include concessions and/or a Food truck or other Vendors? If so, Concession company name and what products are served? What vendors?			
Response: Food truck-working on Vendors- crafters 50			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#4 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.			
Response: yes--music			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#5 - Type of Event Description of Activities			
Response: Pride in the Park			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#6 - Number of people attending the event.			
Response: 200			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#7 - Times you will be in/out of the pavilion. Please include setup and cleanup in the times.			
Response: 9 am - 5pm			
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/14/2024	Sat
#8 - Sales Tax Exempt?			
Response: No			

The pavilion has four permanent picnic tables to accommodate up to 32 comfortably. Electrical outlets are located on the building exterior and water is available only if the restrooms are open. The Center Court area will accommodate up to 150 chairs. Gregory Park has on-street parking ONLY - parking is NOT ALLOWED in the park. For after-hours emergency maintenance issues call 218-851-8455.

Waiver

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Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Update on Skatepark Match Information

AGENDA: Approve

ACTION REQUESTED: Direction Requested

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

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: Over the last two Park Board meetings, information has been presented regarding a new grant funding program for construction of skateparks. At the January meeting, the Mayor indicated that there was a possibility that more of the recent construction at Memorial Park would potentially be considered an eligible expense towards State matching funds. A breakdown of expenses that would be eligible towards the match are as follows:

- 2016 – Restroom and Storage Building - \$118,205.75
- 2020 – Purchase of Parking Lot and Property - \$225,083
- 2022 – Warming House/Pavilion/Restroom Building - \$615,375
- Total = \$958,663.75

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: With the State grant matching funds totalling \$958,663, this would require an additional \$41,337 of additional funds to reach the Lakes Area Skatepark's goal of a \$1 million project. One option would be to request that the Lakes Area Skatepark contribute \$20,668 towards the project. Coupled with matching fund from the State, this would achieve the total amount of \$1 million.

More discussions are required at the State level on how the grant program will be structured and what requirements will be needed to apply. If the Park Board wishes to apply for the grant, staff would coordinate with State officials on the process and apply when appropriate.

RECOMMENDED ACTION/MOTION: Staff requests direction from the Park Board if they would like to apply for the State's grant funding program for the skatepark project.

FINANCIAL IMPACT: N/A





Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Discuss Draft Agreement for Ski Loons

AGENDA: Approve

ACTION REQUESTED: Discussion Item

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

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 10 Minutes

SUMMARY OF ISSUE: At the February Park Board meeting, the Park Board received an agreement proposal from the Ski Loons. They also heard testimony from many residents along Rice Lake regarding Ski Loons operations during practices and shows. At the conclusion of the meeting, Park Board instructed staff to prepare a draft agreement based on the proposal from the Ski Loons and the comments received by residents. Attached to this item is a draft agreement prepared by staff including red-lined changes from the proposal from the Ski Loons.

Some key facets of the changes that staff included are as follows:

- Limit to a 3-year agreement to start with at this time rather than a 5-Year term.
- Storage of the dock off-season will have to be in a location other than the back bay as this area is used for the City's fishing pier during the winter season.
- Allowance of preparation only for practices at 5:45 p.m. with no boating to begin until 6 p.m. This was included in some of the documentation from the Ski Loons as acceptable.
- Included specifications regarding operations during practices and shows. There was no performance measures that the Ski Loons were held to in their proposal, thus no way to address issues for potential violations of a contract without provisions laying out the expectations. The ability to place operational restrictions was discussed with Sgt. Thesing and Atty. Langel with the Work Group.
- Staff has concern about allowing a portable storage unit in the park for Ski Loons use. We have a small storage shed that could be placed nearby that meets the general design standards and colors for the parks. This could be provided to the Ski Loons instead.
- Staff wanted to include a requirement for Ski Loons to coordinate and meet with Rice Lake residents at a minimum of once per year prior to the season.
- Added clarification on mediation terms.
- Added a Termination clause to allow for termination of the contract, should either party wish to do so.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff is requesting discussion and direction from the Park Board on the attached draft agreement. Once direction is received, staff will prepare a

draft agreement that would be provided to both City Attorney Langel and the Ski Loons attorney to review. It would be intended that a final draft that has been reviewed by both attorneys would be presented to the Park Board at the April meeting for final approval.

RECOMMENDED ACTION/MOTION: Staff requests discussion and direction from the Park Board on the attached draft agreement.

FINANCIAL IMPACT: N/A

AGREEMENT BETWEEN CITY OF BRAINERD AND BRAINERD SKI LOONS
FOR USE OF LUM PARK FOR THE PURPOSES OF
PRACTICES, SKI JUMP, DOCK PLACEMENT, AND SHOW EVENTS AT LUM PARK

THIS AGREEMENT is made by and between the Brainerd Ski Loons Water Ski Show Team, Inc., a Minnesota non-profit, hereafter referred to as "Ski Loons," and the City of Brainerd, hereafter referred to as "the City."

WHEREAS, Ski Loons understand it may be necessary for Ski Loons to obtain appropriate approvals, if any, from Crow Wing County for said jump placement on Rice Lake; and WHEREAS, the City's approval of the placement of said dock and ski jump is conditioned upon the execution of this Agreement.

NOW, THEREFORE, in exchange for the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ski Loons and the City agree as follows:

1. Term of Agreement
 - A. The term of this Agreement shall commence on the date on which both parties sign the agreement. The term of this Agreement shall terminate on the 31st day of December ~~2028~~2026.
2. Ownership and Placement of Dock
 - A. At all times during the term of this Agreement Ski Loons shall be the sole owner of the dock located at Lum Park.
 - B. The Ski Loons will lease the docks and stairs to the City during the term of this agreement for \$1.
 - C. Ski Loons shall be responsible for the physical placing and removal of the dock and stairs from Lum Park and Rice Lake. The floating dock may be stored ~~in the location the back bay over the winters and tied off to trees~~ on Lum Park property in a location agreed upon by City staff and Ski Loons.
 - D. The Ski Loons will have sole use of the dock during their approved practice and show times. The dock and stairs will be available to the public for use during their installed times when not in use by the Ski Loons.
 - E. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for maintaining ~~safe~~the safe working condition of the dock and stairs. In the event Ski Loons fail at any time to perform any maintenance or upkeep reasonably deemed necessary by the City, upon written notice to Ski Loons, they shall have 30 (thirty) days to complete the work.
3. Ownership and Placement of Ski Jump
 - A. At all times during the term of this Agreement, Ski Loons shall be the sole owner of the ski jump located Rice Lake
 - B. Ski Loons shall be responsible for the physical placing and removal of the ski jump on and from the bed of Rice Lake.
 - C. The Ski Loons shall maintain all appropriate permits, registrations and markings required by the Minnesota Department of Natural Resources and the Crow Wing County Sheriff's department.

- D. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for the ski jump to stay in a safe working condition. In the event Ski Loons fail, at any time, to perform any maintenance or upkeep reasonably deemed necessary by the City, upon written notice to Ski Loons, they shall have 30 (thirty) days to complete the work
4. Usage for Practices and Shows
- A. The Ski Loons will be allowed to hold practices not to exceed three days per week on Mondays through Thursdays from ~~5:45~~6:00 p.m. through legal skiing hours as defined by the State of Minnesota during the term of this contract. Ski Loons will be allowed to begin preparation and staging for practices at 5:45 p.m., understanding that no boating operations will commence until the practice period begins at 6:00 p.m. The practice times may be adjusted if mutually agreeable by the City and the Ski Loons. The Ski Loons shall have 4 (four) additional flex practice dates per year that can be used May - September on days other than Monday - Wednesday. These flex dates must be emailed to the appropriate City of Brainerd contact at least seven days in advance. Practice dates may be ~~taken away~~eliminated by the City based on infractions against Ski Loons following the process defined in part 8 (eight).
- B. Usage for Shows. The Ski Loons will be allowed to have up to four shows per summer at Lum Park. Any additional shows will need approval by the Brainerd Park Board. Show dates need to be emailed to the City representative no later than May 1 of each year. The Ski Loons will have reserved use of the East side small pavilion by the lake on their show dates from 3 hours before the show until 2 hours after the show concludes. The City shall bring down additional garbage cans to the show site at least the day before the scheduled show. The Ski Loons shall be responsible for making reasonable efforts to ensure that all trash generated during their shows are placed in the garbage cans provided. If the ~~e~~City would like more shows, the dates will need to be mutually agreed upon by the City and the Ski Loons
5. Operations during Practices and Shows
- A. Ski Loons will not interfere with the riparian rights of private property owners understanding that private property owners are not permitted to unreasonably interfere with the riparian rights of others.
- B. Ski Loons will operate in a manner in accordance with Minnesota Statute 609.74 PUBLIC NUISANCE.
- B.C. During practices, Ski Loons will, to greatest extent feasible, operate in a manner that progresses generally perpendicular to the shoreline and avoid operating parallel to shoreline within 250 feet of shoreline as approximated in Exhibit A. If operations do require progressing generally parallel to shoreline within the area of 250 feet of shoreline, speed will be reduced to not generate wake until operations can resume in a generally perpendicular direction or operations can continue beyond the area within 250 feet of shoreline.
- 5.6. Storage of Equipment
- A. The ski loons will be provided exclusive access to a storage facility for the purposes of ~~allowed to keep a non-permanent~~ equipment storage at Lum Park in the vicinity of the East side small pavilion. ~~in mutually agreeable location with the City representative.~~ The City will not be liable for the safety, loss, theft or damage

of any of the equipment that is stored at Lum Park. ~~The Ski Loons will be solely responsible for the procurement, maintenance and costs associated with the storage unit.~~

6.7. Contact Persons

- A. Contact person from Ski Loons will be the President of Ski Loons or designated alternate. Ski Loons will also be responsible for listing an alternate contact. Ski Loons will designate their contact person and alternate who will be Ski Loons' representatives and who will receive any correspondence. These names will be submitted to ~~the Brainerd Park Board~~City staff and updated as changes arise.
- B. Contact person from the ~~Brainerd Park Board~~City will be the City Engineer/Public Works Director or designated alternate. If circumstances arise that are not covered by the provisions contained within this Agreement, the ~~C~~city contact person is authorized to work with the Ski Loons and to resolve any such situation.
- C. Ski Loons will provide the name and contact information for the designated contact person to the Rice Lake Association.
- B-D. Ski Loons will schedule a meeting with the Rice Lake Association no later than May 1 of each year. Ski Loons will provide details of the meeting, including date, time, and location, to City staff at least 7 days prior to the meeting. The purpose of that meeting is to share contact information, discuss the upcoming year's schedule, and address any concerns of the Rice Lake Association.

7.8. Inclement Weather

- A. If weather conditions result in a cancellation of a scheduled show, a makeup date may be considered. The make-up date must be confirmed in writing by the City ~~Engineer~~.

8.9. Mediation of Complaints

- A. If a substantiated ~~non-frivolous~~ complaint, as determined by the Brainerd Police Department or Crow Wing County Sheriff, is received by the ~~Brainerd Park Board~~City then; 2) The City ~~Engineer~~ will contact Ski Loons contact person concerning consequences by phone with a follow-up in writing. The date of the phone call will serve as the notification of denial of park use as follows;
 - a. First Offense: Permission to use Lum Park will be denied for the next two scheduled dates (practice and/or show dates).
 - b. Second Offense: Permission to use Lum Park will be denied for the next four scheduled dates (practice and/or show dates).
 - c. Third Offense: Third party binding mediation with mutually agreed upon mediator with the City and the Ski Loons. No practices and/or shows will take place during mediation.

9.10. Insurance and Indemnification

- A. Ski Loons shall indemnify the City and hold the City harmless against and from any and all liabilities, fines, suits, claims, demands, and actions, including costs and expenses of any kind or nature.
- B. During the term of this Agreement, Ski Loons, at its expense, shall maintain comprehensive general liability coverage, bodily injury coverage, and property damage coverage, insuring Ski Loons and the City against liability for injury to persons or property occurring on or about the ski jump, pier, and/or signs or arising out of the ownership, maintenance, or use of the ski jump, pier, and/or

signs. The insurance shall have a limit of not less than \$1,000,000.00 per occurrence with an aggregate limit of not less than \$2,000,000.00. Ski Loons shall cause the City to be named as an Additional Insured for the types and limits of coverage stated above in respect to this Agreement, and shall, upon request by the City, provide the City a Certificate of Insurance.

- C. Ski Loons shall provide to the City separate written Endorsements to its insurance policies that provide for the following: Naming the City as an Additional Insured.
- D. Failure to provide the herein named insurance with written Endorsements as stated shall result in termination of this Agreement.

40.11. Miscellaneous Provisions

- A. Other Governmental Regulations. This Agreement is subject to any and all governmental regulations as they may be amended from time to time over the term of this Agreement. If the Agreement is in conflict with said regulations, the regulations must be followed.
- B. Assignment. Neither Ski Loons nor the City may assign its interest under this Agreement without the other party's prior written consent, which may be granted or withheld in such party's sole reasonable discretion.
- C. Notices. All notices required or permitted by this Agreement shall be given in writing and shall be considered given upon receipt if a) hand delivered to the party or person intended, or (b) email transmission at the address stated below with verification of receipt requested.
- D. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- E. Severability of Provisions. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.
- F. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.
- G. Binding Effect. The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and permitted assigns.
- H. Entire Agreement. This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by a written instrument signed by both parties.
- I. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
- J. Representations as to Authority. Each party to this Agreement represents and warrants that: a) it has the power and authority to consummate the transactions contemplated by this Agreement; b) all proceedings necessary for it to consummate the transactions contemplated by this Agreement have been duly

taken in accordance with law; and c) the persons executing this Agreement on behalf of it have been duly authorized to execute this Agreement.

- K. Dispute Resolution. In the event of a dispute between the Ski Loons and the City arising out of this Agreement and prior to formal litigation in a court of law, the Ski Loons and the City agree to attempt to resolve such dispute through mediation.

Mediation will use a neutral from the Minnesota District Court Rule 114 Roster or a neutral from the American Arbitration Association Construction Industry roster.

In the event that the Ski Loons and the City cannot agree upon a mediator, they shall each propose a qualified mediator, and such qualified mediators shall choose a qualified third-party who will mediate the dispute. Costs for mediation services will be shared equally between the City and Ski Loons.

- L. The parties agree that signatures scanned and sent via email attachment shall be binding on the parties hereto.

L.M. Termination. This agreement may be terminated by either party with or without cause with 30 days' written notice to the other party.

Exhibit A



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

Rice Lake

Approximate area within 250 feet of shoreline depicted in red. This area is not exact and is for reference only.



Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Discuss Location of New Buffalo Hills/Lions Playground

AGENDA: Approve

ACTION REQUESTED: Discussion Item

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

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 10 Minutes

SUMMARY OF ISSUE: In the 2024 Capital Budget, we are planning to replace the Buffalo Hills/Lions Park Playground. Staff has met with the Lions Club to start discussing their thoughts on the new playground. One desire they have is to make the playground an inclusive playground with accessible surfacing (as compared to wood chips). Another desire of the Lions Club was that in a few years, the Club would aspire to expand on the playground. Staff discussed the proposed location of the new playground with the Club. Currently, the playground is located west of the pavilion. However, in the Master Plan for the park, the playground is located between the pavilion and softball fields, approximately where the existing access road is located. To place the new playground in this location, the park would have to be reconfigured to accommodate the parking lot as shown in the Master Plan. This work was not included in the budget for 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: There are a couple options that the Park Board could consider regarding the location of the new playground in Buffalo Hills Park.

1. Replace the playground in the current location. When the playground is due for replacement next time, location can be looked at further.
2. Replace the playground in the location per the Master Plan. Request funds from the City Council to use the Long-Term Maintenance Fund to complete reconfiguration in 2024.
3. Move the replacement to 2025 and relocate to the location per the Master Plan. Request 2025 Capital funds to reconfigure parking lot. This option allows staff to wait for grant opportunities for the playground this fall.

RECOMMENDED ACTION/MOTION: Staff recommends Option 3 as described above. Replace the Buffalo Hills playground in 2025, relocate to the location as indicated in the Master Plan, and include 2025 Capital funding request for parking lot reconfiguration.

FINANCIAL IMPACT: None at this time.



Park Amenities :

Summer activity spaces

- 2-Tennis/pickleball courts
- 1- Basketball court
- 2- Youth Softball fields
- 2-Soccer use outfield spaces
- 4- tournament size horseshoe pits
- Walking trail

Structures

- ADA playground area
- Park entrance sign
- Lit flag pole
- Concession/ restroom building
- 40 car parking lot

Winter activity spaces

- Groomed ski trail



PROPOSED MASTER PLAN BUFFALO PARK

NOT TO SET SCENE.
CONCEPTUAL IMAGE.





Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Approve YMCA and ISD 181 Agreements for 2024 Youth Programs

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: Attached to this item are the agreements for the 2024 season for the YMCA and Community Education regarding youth activities and programming.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The agreements reflect changes discussed last year requiring the two entities to present to the Park Board both before and after the summer season. This is a change from previous years where the agreement required quarterly reporting.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the two agreements for YMCA and ISD 181 for the 2024 season.

FINANCIAL IMPACT: N/A

CITY OF BRAINERD

RECREATION PROGRAM AGREEMENT

This Agreement is entered into effective January 1, 2024, by and between the **City of Brainerd**, through its **Park and Recreation Board** (hereinafter the "**City**"), and the **Independent School District No. 181** (hereinafter the "**District**").

Recitals

- A. The City's Park and Recreation Board historically operated several youth recreational programs for City residents.
- B. The Board determined that it would be in the best interests of the City and the participants to partner with the Community Education Department of Independent School District No. 181, Brainerd Public Schools, to operate some of the programs, and the district is willing and able to operate those programs in accordance with the terms of this Agreement.

Agreement

- 1. Program Oversight. The district shall operate the following existing programs on behalf of the City:
 - a. Miracle League
 - b. Boys and Girls T-Ball
 - c. Youth Baseball
 - d. Youth Softball
 - e. Youth Tennis
- 2. Oversight Duties. Program responsibilities include the following:
 - a. Program advertising, marketing, and fundraising.
 - b. Registration of participants in the program.
 - c. Scheduling of teams - A full schedule of field or facility usage should be provided to the city as soon as reasonably possible. Changes to the full schedule throughout the season should be relayed to the city with reasonable promptness. Reasonable promptness is defined as being two weeks or more before the use of the facility or field.
 - d. Hire umpires or other game officials as needed.
 - e. Hire and contract with officials, coaching staff, and volunteers.
 - f. Provide necessary game equipment (e.g. basketballs, kickballs, soccer balls, jerseys, etc.)
 - g. Provide the City Recreation Specialist with program information as requested.
 - h. Maintain control of City scoreboard equipment, including controllers.
 - i. As much as possible, balance the field usage across the two cities (Brainerd and Baxter) and the school district properties.
 - j. Present to the Brainerd Park Board twice annually. Once in spring summarizing the upcoming season's activities and registrations. Once in fall recapping the season's activities and participation. This presentation shall also include a requested budget amount for 2025.
- 3. City Duties. The City shall continue to maintain the parks utilized by the programs, including maintenance and cleaning of restrooms. The city will stripe the ball fields and provide bases. With respect to Bane Park, the city will provide the District with keys to the ball field, restrooms, the warming house (for storage) and the announcer's booth. The concession stand at Bane Park will

continue to be operated by the City. The City shall purchase new equipment for use by the District at City-owned facilities if mutually agreeable by both parties at the beginning of the Agreement cycle, upon request by the District or its designee.

- a. The City retains the sole right for all banner sales and posting on City of Brainerd fields.
4. Compensation. In consideration for operating the youth programs set forth above, the City shall pay the District an annual fee of \$15,000. \$7,500 shall be paid in a bi-annual sum on or before June 15 and September 15, 2024. Invoices should be remitted to the City by the 10th of each month payments are due.
5. Insurance. The District shall carry the following insurance:
 - a. Public liability insurance in the amount of \$1,000,000 with the City named as an additional insured.
 - b. Workers' compensation insurance at the statutory limits to cover its own employees.
6. Participant Releases. The District shall obtain a written waiver of liability from all participants, signed by a parent, and shall keep the waiver on file for a period of six years. The District shall provide the Recreation Coordinator with a copy of the waiver form if requested.
7. Indemnity. To the extent allowed by law, the District shall defend and indemnify the City against all claims of loss or damage arising out of the youth programs operated by the District under this Agreement, except to the extent said loss or damage was caused by the negligent or intentional act of omission of the City, its employees or agents.
8. Term. This Agreement shall terminate as of December 31, 2024, unless otherwise extended in writing and signed by both parties.

**City of Brainerd
Park and Recreation Board**

Signature: _____

Title: Park Board Chair_____

Date: _____

Signature: _____

Title: _____

Date: _____

Independent School District No. 181

Signature: _____

Title: Director of Community Education

Date: _____

Signature: _____

Title: Director of Community Education

Date: _____

**CITY OF BRAINERD
RECREATION PROGRAM AGREEMENT**

This Agreement is entered into effective January 1, 2024, by and between the **City of Brainerd, through its Park and Recreation Board (hereinafter the "City")**, and the **Brainerd Family YMCA (hereinafter the "YMCA")**.

Recitals

- A. The City's Park and Recreation Board historically operated several youth recreational programs for City residents.
- B. The Board determined that it would be in the best interests of the City and the participants to partner with the YMCA to operate some of the programs, and the YMCA is willing and able to operate those programs in accordance with the terms of this Agreement.

Agreement

- 1. Program Oversight. The YMCA shall operate the following existing programs on behalf of the City:
 - a. Youth Flag Football
 - b. Youth Soccer
 - c. Youth T-ball
 - d. Youth Basketball
 - e. Youth Volleyball
- 2. Oversight Duties. Program responsibilities include the following:
 - a. Program advertising, marketing, and fundraising.
 - b. Registration of participants in the program.
 - c. Scheduling of teams -A full schedule of field or facility usage should be provided to the City as soon as reasonably possible. Changes to the full schedule throughout the season should be relayed to the City with reasonable promptness. Reasonable Promptness is defined as being two weeks or more before the use of the facility or field.
 - d. Hire umpires or other game officials as needed.
 - e. Hire and contract with seasonal employees, officials, coaching staff, and volunteers.
 - f. Provide necessary game equipment (e.g. basketballs, kickballs, soccer balls, jerseys, etc.)
 - g. Provide the City Recreation Specialist with program information as requested.
 - h. Present to the Brainerd Park Board twice annually. Once in spring summarizing the upcoming season's activities and registrations. Once in fall recapping the season's activities and participation. This presentation shall also include a requested budget amount for 2025.

3. City Duties. The City shall continue to maintain the parks utilized by the programs.
 - a. Including maintenance and cleaning of restrooms. The City will stripe the soccer and kickball fields twice per year. The City shall purchase new equipment for use by the YMCA at City owned facilities if mutually agreeable by both parties at the beginning of the Agreement cycle, upon request by the YMCA or its designee. The City shall make every effort to provide high quality and usable field spaces. The City and YMCA will meet at end of season to assess field conditions and recommend improvements or changes, if mutually agreeable. The City retains the sole right for all banner sales and posting on City of Brainerd fields. If the YMCA would like to hang a Brainerd YMCA banner at Jaycees Park we will not charge them.
 - b. City shall provide use of facilities at Lyman P. White Park to YMCA at no cost. Facility(ies) will be required to be pre-approved one month prior by City staff.
4. Compensation. In consideration for operating the youth programs set forth above, the City shall pay the YMCA an annual fee of \$20,000. The fee shall be paid in a bi-annual sum of \$10,000 on or before June 15 and September 15, 2024. Invoices should be remitted to the City by the 10th of each month the payment is due.
5. Insurance. The YMCA shall carry the following insurance:
 - a. Public liability insurance in the amount of \$1,000,000 with the City named as an additional insured.
 - b. Workers' compensation insurance at the statutory limits to cover its own employees.
6. Participant Releases. The YMCA shall obtain a written waiver of liability from all participants, signed by a parent, and shall keep the waiver on file for a period of six years. The YMCA shall provide the Recreation Coordinator with a copy of the waiver form if requested.
7. Indemnity. To the extent allowed by law, the YMCA shall defend and indemnify the City against all claims of loss or damage arising out of the youth programs operated by the YMCA under this Agreement, except to the extent said loss or damage was caused by the negligent or intentional act of omission of the City, its employees, or agents.
8. Term. This Agreement shall terminate as of December 31, 2024, unless otherwise extended in writing signed by both parties.

**City of Brainerd
Park and Recreation Board**

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____

Brainerd Family YMCA

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____



Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Approve BBBA Agreement for 2024 Season

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: The Brainerd Baxter Baseball Association (BBBA) are looking to utilize fields and maintenance equipment for the 2024 season. I have requested that the City and each organization enter into an agreement for field maintenance. Attached to this request is the draft agreement for 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: This agreement allows for the use of City-owned equipment by BBBA at their discretion during games and on tournament weekends. This will allow for volunteers that assist the organization to assist Parks staff in maintaining the fields between games and reduce the amount that each organization has to pay for maintenance of the fields during long tournament weekends, in which the City has provided staff at to maintain fields and charged the organization for the loaded hourly rate for each employee. It allows for the use of equipment by volunteers over the age of 18 years old, and indemnifies the City against claims or injuries that may occur in the use of such equipment. It also allows for BBBA to self-perform certain field improvements that they have requested, upon approval of the improvement by the Park Board.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the attached draft agreement with BBBA for the 2024 season.

FINANCIAL IMPACT: N/A

FIELD MAINTENANCE AGREEMENT

This Agreement is entered into as of the date last written below (“Effective Date”) by and between Brainerd Baxter Baseball Association (“BBBA”), a Minnesota nonprofit corporation, and the City of Brainerd, a Minnesota municipal corporation (collectively the “Parties”).

Recitals

- A. The City owns and operates several baseball fields within the city limits. The City maintains these fields by hiring staff who operate city-owned equipment, including field groomers, walk-behind lawnmowers, riding lawnmowers, hand-held blowers, weed whippers, motorized pumps, hand rakes, field strippers, and other similar-use equipment (“Equipment”).
- B. BBBA uses the City’s baseball fields for games and tournaments and has expressed interest in using the City’s equipment to assist the City’s staff in preparing the fields before games.
- C. The City is willing to allow such volunteer use of City Equipment subject to the terms of this Agreement.

Agreement

1. **Equipment Use.** The City agrees to allow BBBA to use the Equipment to prepare and maintain the baseball fields before and after games so long as the Equipment is used in a responsible manner by BBBA members, officials, agents, and volunteers (collectively, “BBBA staff”) 18 years of age or older. BBBA shall supervise the use of the Equipment, which may only be used for the purposes for which it is intended. All field maintenance shall be undertaken in a reasonable manner appropriate for the intended use of the field. In using the Equipment, BBBA and BBBA staff shall not create a dangerous condition on the field for players, coaches, and the public that may use the field.

2. **Indemnification.** BBBA shall defend and indemnify the City with respect to all claims brought by third parties, BBBA and BBBA staff for damages resulting from the negligence or otherwise wrongful act or omission by BBBA or BBBA staff while using the Equipment, including costs and reasonable attorneys’ fees.

3. **Notification.** BBBA shall notify the City if it becomes aware of any Equipment defects. Any defective Equipment shall not be used by BBBA or BBBA staff. Equipment repair shall be undertaken by the City.

4. **Relationship.** BBBA and BBBA staff are volunteers. By entering into this Agreement, no employment relationship is created between the City and any BBBA staff, nor are the Parties entering into a partnership or joint venture. The City does not provide supervision of the BBBA or BBBA staff when field maintenance work is undertaken.

5. **Assignment.** BBBA may not assign this Agreement without the written permission of the City.

**BRAINERD BAXTER BASEBALL
ASSOCIATION**

Dated: _____

By: _____

Name: _____

Title: _____

CITY OF BRAINERD

Dated: _____

By: _____

David Badeaux, Mayor

Dated: _____

By: _____

Nick Broyles, City Administrator

451678



Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Discuss Mills Field Storage Shed

AGENDA: Approve

ACTION REQUESTED: Discussion Item

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

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: In the 2024 Capital plan, \$3,000 was budgeted to complete demolition of the storage shed behind Mills Field. As staff began to prepare the work and evaluate the utilities that would need to be addressed, it was found that there is a significant amount of power supply coming both into the building as well as spread around to other facilities. The cost to reconfigure and reroute the electrical would cost a significantly higher amount than what is included in the budget. Attached are photos of the building including the electrical panel.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In reviewing the condition, most of the structure and interior is in good shape. Staff would be able to rehabilitate the roof and exterior using a smaller portion of the \$3,000 budgeted for demolition. Maintenance has used the building in the past to store materials for Mills Field. If rehabilitated, staff can continue to use this building for storage and not moving the supplies elsewhere.

RECOMMENDED ACTION/MOTION: Staff recommends rehabilitating the roof and exterior of the Mills Field storage shed at a cost not to exceed \$3,000 as budgeted for the demolition originally.

FINANCIAL IMPACT: \$3,000



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MERC. LIFE

MAINTENANCE GARAGE





Park Board Agenda Request

MEETING DATE: March 26, 2024

TITLE OF ITEM: Approve Event Application - Skatepark Spring Session

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: Attached to this item is an application for an event proposed to take place in Memorial Park on Saturday, April 27th from 11 a.m. to 3 p.m. The event is the Skatepark Association's Spring Session. The applicant is intending to place ramps for riding, a skatepark booth, and lessons for kids. Included in the application is a map indicating the area of the parking lot they are requesting to use for the event.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Part of the event will include music playing from a PA system. There will also be signage included with booth.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the event application under the conditions listed in the attached application.

FINANCIAL IMPACT: N/A



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. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

Type of event: Event – City Parking Lot Event – City Park
 Event with Street Closure Other _____

Name of event: _____

Organizer Information

Organizer's Name: _____

Organizer's Address: _____

Event Contact Person: _____

Event Contact Daytime Phone: _____

Event Contact E-mail Address: _____

Contact Name/Number Day of Event: _____

For Profit/Nonprofit Status (type): _____

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

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:

Site Information

Electrical usage	Yes	No

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

Amplified Sound	Yes	No
-----------------	-----	----

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

	Yes	No
Restrooms provided		

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

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

Signs, banners, and/or posters/flyers	Yes	No

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

Trash Receptacle Disposal	Yes	No
---------------------------	-----	----

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

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

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

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

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

Hold Harmless Agreement and Insurance Information

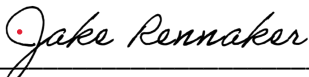
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

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

Signature of Event Applicant

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



Signature of Applicant

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	No comments
City Administration	_____	No comments
Engineering Department	3/22 JD	See conditions below
Fire Department	_____	No comments
Fire Support/EMS	_____	No comments
Parks Department	_____	No comments
Planning Department	_____	No comments
Police Department	_____	No comments

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

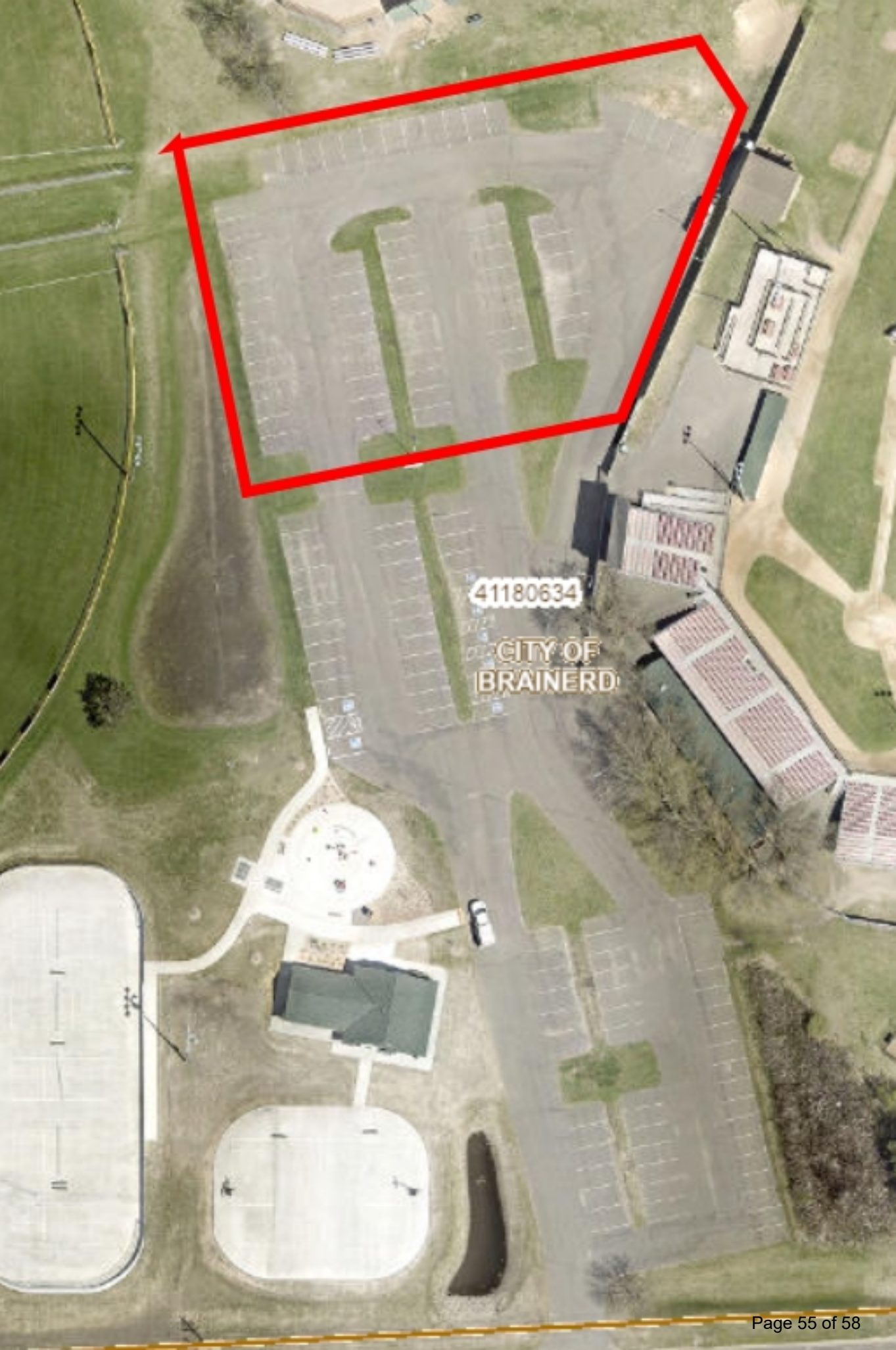
Date

Approval Conditions

Submit Certificate of Insurance to City Hall prior to event. _____
Request traffic control materials one week prior from 218-513-4412. _____
Remove all signs after the event. _____

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):



41180634

CITY OF
BRAINERD



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT

March 26, 2024; PARK BOARD MEETING

Recreation Report

Special Events

Easter Egg Hunt - March 30th, 10 am sharp

Join us at Gregory Park for a delightful Easter Egg Hunt starting promptly at 10 am. Capture memories with the Easter Bunny, who will be available for photos starting at 9 am. Thanks to the generous contribution of \$600 from the Brainerd Rotary Club, our hunt will be filled with sweet surprises. Volunteers from the Rotary Club will be assisting with Filling candy bags, placing eggs, supporting staff, and cleaning up. Team Ascension Martial Arts will be treating attendees to hot chocolate and candy eggs.

Easter Ball Hunt - March 30th, 1 pm-2 pm

Prepare for a playful adventure as our furry friends roam the picturesque trails around Boom Lake, Buffalo Hills Trail, and Buster Park gathering Easter balls generously donated by the High School Tennis team.

Adult Sports

Softball - Registration Update as of 03/21/2024

- MS1: 2 out of 12 Teams
- MS2: 6 out of 12 Teams
- Women's: 5 out of 12 Teams
- Upper Coed: 3 out of 6 Teams
- Lower Coed: 4 out of 6 Teams

Pickleball - Registration Update as of 03/21/2024

- Tuesday Competitive League: 5 out of 10 Teams
- Tuesday Just for Fun League: 4 out of 10 Teams
- Thursday Competitive League: 6 out of 10 Teams
- Thursday Just for Fun League: 2 out of 10 Teams

Men's Early Bird Tournament - Registration Update as of 03/21/2024

- 3 out of 10 Teams
- Don't miss the Men's Early Bird Tournament at Memorial Park on April 27th.
- Food and Beverages will be provided by Brainerd's Eagle Club

Donations

I (Haley) went to 50 local businesses to ask for donation requests to help support our local community events. As of 3/21/2024, we have gotten 15 donations.

Miscellaneous

- We're streamlining operations with the implementation of a POS Credit Card system for our concession stands and refining concession stand procedures.
- Recruitment efforts are underway for a Parks and Recreation intern, concession stand workers, and summer umpires, ensuring a seamless and enjoyable experience for all participants and visitors.
- Obtained a donated AED from Essentia Health. The AED will be placed in a Brainerd Park.

Parks Maintenance Report

- Started to dismantle baseball field walls
- De-escalation training complete
- Painting
- Leveling grass areas at baseball field
- Dismantled ticket booth
- Replaced picnic table for City Hall
- Took down sections of chain link fence
- Repaired pickleball net
- Marked field for locates
- Picked up flags for parks and downtown
- Spliced underground electrical service to baseball field garage
- Layed out and flagged fence line
- Setting out picnic tables
- Cleaning cold storage for equipment give away
- Assisted with private locates
- Putting up American flags at parks
- Cleaning up downtown before St Patrick's Day
- Prepping summer equipment
- Garbage runs 3/per week
- Broomed walking trails
- Fixed broken pickleball frame
- Refurbished sled garage and sign at Wayne Hitch
- Removed remaining sleds for season
- Mopping shop floor
- Repaired vandalized stall divider at Gregory restroom
- Reviewing applications for summer temps
- Spread more wood chips in dog park
- Confined spaces training completed
- Getting miscellaneous bids for spring projects
- Fixed water bottle filler for Gregory pavilion
- Repaired tire on cart
- Ordering summer mower supplies
- Supplied Police Department with 20 pairs of skates
- Getting light timer hooked up for pickleball courts MMP
- Blew sand and debris off crosswalks and sidewalks on S 6th St
- Removed all flooding equipment, hose reel, hoses, fittings, etc. from vehicles
- Getting graffiti removed from Lum restroom building
- Trimming trees for mowing
- Mounted Knox box on new shop for Fire Dept access
- Clearing out "Welcome to Brainerd" signs for visibility
- Fixed outfield gates for JCP fields
- Taping, mudding, and painting (new shop)
- Moved Christmas decor to City Hall annex
- Pre-construction meeting with Oberg's for Mills Fence Project

Projects Report

Parks ARPA Projects

Staff has received the final plans from Widseth. Staff is making slight modifications and will be advertising the plans for bid shortly after revision. It is expected that work will take place through summer and fall 2024.

Buster Park Pavilion

Staff has received the pavilion. Once the weather allows, foundations will be poured and staff will assemble the pavilion. Staff will be waiting until spring for installation.

Memorial Park Disc Golf Course

The disc golf group has completed staking out locations for tees and baskets. Sign proofs have been approved. Staff is requesting quotes for the concrete tee boxes.

Building Demolitions

Lum Park Building Demo will be completed by the date of the Park Board meeting. Staff will be completing topsoil and seeding when weather permits. Staff has removed the shed at Gustafson. The demo at Jaycees needs to be quoted yet.

Self-Service Kayak Rental

Staff is coordinating with Rent.Fun on installation during the spring of 2024. This is planned to be in place for the 2024 summer season.

Bane Park Garage Roof

Staff has requested quotes from vendors for this work.

Gregory Park Warming House/Pavilion Gutter Replacement

Staff has requested quotes from vendors for this work.

Buffalo Hills Park Playground Replacement

Staff has began discussions with the Lions Club regarding the playground replacement details. Further meetings are planned to refine details. A final plan will be presented to the Park Board prior to ordering.

Mills Field Fencing Relocation and Replacement

The existing wood fence has been removed by staff. The contractor has indicated that they would like to begin installation during the week of March 25th, weather permitting.

Memorial Park Rink Lights Automatic Timer

Staff has received the timer. We are working with Holden for installation.

Lum Park Pavilion Rehabilitations

Staff has requested drawings from TWM Architecture to prepare drawings for bidding.