



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, February 25, 2025 @ 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**

___J. Miller ___P. Sandy ___K. Schaefer ___A. Shipe ___J. Miller ___J. Berns

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. **Approval of Fundraiser for Northern Lakes Rescue at Lum Park**

D. **LAMF Block Party at Lyman P. White Amphitheater**

E. **RSA Family Fund Day-Gregory Park**

F. **Lakes Area Music Festival at Lyman P. White Park**

6. **Presentations**

7. **Unfinished Business**

A. **Pickleball Agreement**

B. **Banner Program**

C. **Injury Report**

- D. **Brainerd Baxter Baseball Association Agreement**
- 8. **New Business**
 - A. **Consider 2025 Agreements for YMCA and Community Education.**
 - B. **Award Proposal for Buffalo Hills/Lions Park Parking Lot Project**
- 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**

Parks Update: Cleaning and flooding rinks daily. Warming house maintenance. Garbage collection parks and downtown. Plowing trails and sidewalks when needed.

 - A. **Staff 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"

Call to Order

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 in the City Council Chambers.

Roll Call

Upon roll call, the following board members were noted present: Berns, Schaefer, Shipe (4:04pm) and Chair Miller. Member Sandy was noted as absent. Mayor Badeaux was noted as present at 4:06pm.

Also noted as present Mayor Badeaux, Public Works Director Habighorst, and Recreation Specialist Huether.

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

Election of Officers

Member Miller nominated Member Berns for Board Chair and Miller for Vice President.

MOVED AND SECONDED BY MEMBERS SCHAEFER AND MILLER, DULY CARRIED, TO ELECT MEMBER JD BERNs TO BOARD CHAIR.

Member Miller nominated Member Miller for Board Vice-President.

MOVED AND SECONDED BY MEMBERS BERNs AND SCHAEFER, DULY CARRIED, TO ELECT MEMBER JOHNATHAN MILLER TO BOARD VICE-PRESIDENT.

Approval of Agenda

MOVED AND SECONDED BY MEMBERS MILLER AND SCHAEFER, DULY CARRIED, TO AMEND THE AGENDA BY ADDING ITEMS 8C BBBA AND 8D FLAG DISCUSSION.

Approval of Consent Calendar

- A. Approval of Minutes**
- B. Approval of Disbursements**
- C. Financial Reports**
- D. Facility Rental-Lyman P. White Park on August 23, 2025**

MOVED AND SECONDED BY MEMBERS MILLER 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.

Unfinished Business

Discussion on Pickleball Courts and Tennis Courts

Public Works Director Habighorst discussed formal MOU for Pickleball. The Pickleball Association is ready to start raising funds and the MOU to be approved and signed to move January 28, 2024

forward. Discussed the removal of tennis courts and that he's reached out to the Tennis Association but has not heard back yet. Discussed that he will continue to reach out to the Tennis Association with the help of Recreation Specialist Huether. Next meeting he will bring the completed MOU to be formally signed.

Member Miller brought about the fact that at the last meeting there was no formal agreement to sign the MOU for Pickleball with the group itself based on the Tennis Association findings of the field usage. Wants to make sure before we move on that everyone is understanding of what discussion was held the meeting prior.

Public Works Director Habighorst confirmed that nothing was agreed upon and that the completion of the MOU is to be ready once the decision is made that the MOU can be signed without delay.

Member Miller advised anyone that is listening that the approval of the MOU has not taken place and there was no concrete decision yet.

Member Berns asked if there were any more questions to staff and clarified there was no action at this time.

Public Works Director Habighorst confirmed that there is no action to take place at this time.

New Business

Ice Skating Party at Memorial Park

Recreation Specialist Huether talked about the Ice-Skating Party February 8th from 1:00-4:00pm at Memorial Park. Staking, games and music. Dunmire's will be providing chili, hot coco, and coffee from Caribou with seven sponsors to the event.

Member Miller commented that he loves it with a significant number of sponsors compared to our previous ones.

Member Shipe is excited about seeing organizations who have never sponsored before.

Member Schaefer asked if this event will be making any money or if the products that are given away will be covering the cost.

Recreation Specialist Huether replied that it is all free to the public and that everything was donated.

Discuss Future Fee Schedule

Public Works Director Habighorst wants to discuss fee structures and how do you determine fees. Making decisions based on data and getting price points on how much it takes for staff to keep one diamond up to par. With that information now you can indicate the fee structure should be x number of hours and should be this dollar amount. Improving efficiency and sustainability. Went over slides with the thought of Taxpayer vs. Individual Benefit with what is public, merit, and private and what should be cost effective way of what is a subsidy and what is cost recovery and what should be coming out of the taxpayer's money. Differential pricing with the thought of prime time vs. non-prime time, equipment support, and quality of instruction. Looking at the Board to decide what the cost price should have for certain events and come up with the pricing model to follow. Looking for the Board on direction to move forward.

Member Miller agreed that the Board has had that sentiment for a while, wants to promote people to rent all amenities for private functions and what the cost should be. Member Miller stated that labor and materials have not been quantified before and has never been brought forth to the Park Board. Wants to make sure that it is reasonable and reviewed and to bring forth the information for the fee schedule to move forward.

Member Berns agreed with a deep dive into the fee schedule.

Member Shipe likes the approach brought up that it was discussed previously last summer. Mentioned that trophies, awards, and gift certificates that are bought for merit-based leagues should not be coming out of taxpayer money as that group is the only one benefiting. Private leagues have been covering the cost. Excited to help.

Mayor Badeaux stated that there is a fine line in what is subsidized and what we would have to find some way to pay for, like the three-tiered approach. That you can shift organizations into different roles. We want to see the data and that we should know what the costs are all around. Does not want to price things out so nobody uses the amenities and to find that fine line.

Member Miller wants to see past usage of all amenities as this has not been brought forth before except the dollar amount in the financing reports and wants to see what people are spending money on.

Member Berns had a question about the 2025 fees and if it was approved.

Member Miller states that 2025 fees have already been approved.

Brainerd Baxter Baseball Association Discussion (added item)

Public Works Director Habighorst wants to know how we can collaborate to make a better baseball association in the Brainerd Lakes Area. Brainerd Baxter Baseball Association is a huge organization that wants to help the City of Brainerd. Proposed new score boards Jaycee's, Bane, and possibly Mills Field if partnership is good. With this when BBBA does tournaments City of Brainerd will be converting fields appropriately to fit the type of tournaments. City of Brainerd will be buying new bases to convert these fields. Possibly have the championship game at Mills Field. Asking Park Board to approve this request or if this needs to be put into an MOU we could go that route as well. The request is that the BBBA would be putting in the new score boards at Jaycee and Bane fields and in return they would like to have banner space on the outfield fences to recoup their cost. Recommending a 10-year agreement and renewed contract in 8 years because they are going to be a partner that will help maintain these fields. States that this is a great partnership that he wants to endorse and is in favor of agreement, so much so that he wants to convert some of the softball fields to little league fields to help the BBBA have better and more tournaments if the Park Board goes down that road. Restates if Park Board requires MOU, he will get the MOU ready for the next Park Board meeting.

Member Miller agrees that who better than to be stewards of the game then the people that play them and give the Park Board a better perspective with working with the City of Brainerd. Not sure about the logistics of needing an MOU then for the BBBA sake.

The Public Works Director Habighorst stated that he will follow suit with an MOU and present this at the next Park Board meeting. Error on the side of safety.

Member Miller agrees that this would be more of a standard approach with anyone that would be bringing similar projects forward in the future.

January 28, 2024

Member Schaefer asked what was decided for the banners. Wants to confirm what was decided for the standard of the banners. What they looked like, how big should they be.

Mayor Badeaux stated that they separated the baseball banners from the rest of the banner program. The rest of the banners would be a different approach and that the baseball fields we would let them run with what they have as they already have a bunch of banners they have been putting up and kind of shift gears for the rest of the amenities that we have and take a look at what we would want the banner program to look like and eventually wrap baseball into the banner program with the rest of the amenities banner program, and it all to be one banner program.

Member Schaefer asked about design standards. As we are moving forward that we should have all the banners to have an image and potentially be standard for all banners across the board.

Member Berns asked if the organization has guidelines for banners.

Public Works Director Habighorst stated no, says what we could do is have existing banners be put up on the fields but if new ones are requested we could create design standards for future banners.

Member Berns asked Cory from Brainerd Baxter Baseball Association what his banners currently look like.

Cory stated that they are currently using a design standard, using a 4x4, heavy vinyl banner which Digital Ink makes for the BBBA. States that they work for the taller fences, but the shorter fences would need to have a 3x3 banner.

Member Berns asked if they would want to make a motion to bring an MOU for the next meeting.

MOVED AND SECONDED BY MEMBERS BERNS AND SHIPE, DULY CARRIED, TO MOTION MOU FOR BBBA BANNER PROGRAM.

Flag Discussion (added item):

Public Works Director Habighorst bringing forth flags that were not at half-mast in downtown Brainerd. All flags at the parks are taken down during winter and downtown flags are a bad design and must rent a lift to move flags to half-mast. Requesting to take down all flags from downtown Brainerd and the park before winter arrives and put them back up in the spring. BPU helped take down the flags in downtown Brainerd and asks Park Board for directions on how we want to handle this topic moving forward.

Mayor Badeaux stated that this is a City Council issue not a Park Board issue, that anything to do with flags should go to City Council. The boulevard is generally under Park Boards care but essentially regarding flags it should all go to the City Council.

Public Works Director Habighorst will follow suit with the flags in the parks with whatever the City Council directs.

Mayor Badeaux stated that it is under control of the Park Board if they want to decide on the flags in the parks.

Member Berns asked if anyone has any comments or questions about flags in the parks.
January 28, 2024

Member Miller wanted to hear what the City Council has to say and then move forward with possibly new poles for the flags.

Public Works Director Habighorst stated that some also do not have lights which were taken down immediately.

Member Shipe asked if the only complaints about the flags not being at half-mast where the flags in downtown Brainerd.

Public Works Director Habighorst confirmed that the flags that were not at half-mast where in downtown Brainerd.

Public Forum

Chair Berns opened public forum at 4:36 p.m.

No one came forward.

Chair Berns closed public forum at 4:37 p.m.

Staff Reports

Public Works Director Habighorst informed Park Board that the parks department has been working on the skating rinks, removal of Christmas decorations, irrigation, employee evaluations, snow removal, and working on Jaycees Park.

Recreational Specialist also provided information about Paws in the Park, Smooch A Pooch that is coming up on February 13th at Buster Dog Park. Kissing booth with photo, bandanas, and dog treats provided by Pampered Pets.

Member Shipe asked if the rink at Jaycee's was flooded.

Public Works Director Habighorst replied no as they are waiting for grass to grow first at Jaycees. The City of Brainerd purchased a piece of equipment to hook up to the fire hydrants to water the field to grow grass this summer.

Complaint Submission

Member Berns read the complaint form about the ice-skating rinks lights not being turned on at all three locations.

Public Works Director Habighorst stated that it's already been fixed.

Mayor Badeaux asked if the push button to turn on lights that the City Council approved has been put up. Recommended checking the status of the push light being installed.

Member Miller confirmed that this should have been installed and that it was provided on a previous staff report.

Mayor Badeaux wanted to make sure that it's posted, and that people are aware of this addition.

Board Reports

January 28, 2024

Member Miller brought up a preliminary talk for a rock concert this September 12th & 13th. Needing to come up with a creative solution for the gate at Mills Field as it is not big enough to allow a stage to be brought in.

Kara Schaefer talked about Lum Park and getting a beach at Lum Park, asked about any plans with getting a beach at Lum Park.

Member Miller asked about the concession stand in the parks, getting an organization that would take over the concession stands if the City of Brainerd are unable to hire any concession workers. Wondering if we don't have concession stands, if we could get some food trucks to provide replacement of concession stands.

Mayor Badeaux requested that the concession stands are continually being up to par and to not have any lapse in them. Ordinance allows food trucks to be in the parks and that would just be a Park Board issue, and the Park Board could grant them approval in all the parks.

Public Works Director Habighorst informed Park Board that this year's concession stands permits have already been paid for by the City of Brainerd, will be looking at the fee schedule as well as the concession stand structure for summer 2025.

Adjourn

MOVED AND SECONDED BY MEMBERS MILLER, AND SCHAEFER, DULY CARRIED TO ADJOURN THE MEETING.

Chair Berns adjourned the meeting at 4:53 p.m.

Respectfully Submitted,
Lisa Asbach, Administrative Specialist



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 #3364

Authorized On: 01/03/2025 10:20 AM

NOTE: Rental

Location

Lum Park
1619 Washington Street NE
Brainerd, MN 56401

Permit Holder

Kristy Crocker
2720 Oak street
Brainerd, MN 56401

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Lum Park	Lum Park Pavilion 1	Sat, Jun 14th 2025	08:00 AM-04:00 PM	8.00	\$85.00
TOTAL:					\$85.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Lum Park	Lum Park Pavilion 1	Jun 14, 2025 8:00 AM-4:00 PM	\$85.00	\$85.00	\$0.00
TOTAL:			\$85.00	\$85.00	\$0.00

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
81186462	01/03/2025 10:20 AM	Credit/Debit	\$91.70
TOTAL:			\$91.70

PROMPT RESPONSES

Location	Facilities	Date	Days
Lum Park	Lum Park Pavilion 1	06/14/2025	Sat

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

Response: Open to public

Lum Park Lum Park Pavilion 1 06/14/2025 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: No

Lum Park	Lum Park Pavilion 1	06/14/2025	Sat
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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: Yes Food truck, not sure of vendor yet

Lum Park	Lum Park Pavilion 1	06/14/2025	Sat
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#4 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.

Response: Possibly

Lum Park	Lum Park Pavilion 1	06/14/2025	Sat
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#5 - Type of Event Description of Activities

Response: Fundraiser for Norther Lakes Rescue. Games, vendors, and silent auction

Lum Park	Lum Park Pavilion 1	06/14/2025	Sat
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#6 - Number of people attending the event.

Response: 200

Lum Park	Lum Park Pavilion 1	06/14/2025	Sat
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#7 - Times you will be in/out of the pavilion. Please include setup and cleanup in the times.

Response: 8 am to 4 pm

Lum Park	Lum Park Pavilion 1	06/14/2025	Sat
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#8 - Sales Tax Exempt?

Response: No

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.



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: LAMF Block Party at Lyman P. White Amphitheater

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Public Works

PRESENTER:

ESTIMATED TIME (MIN):

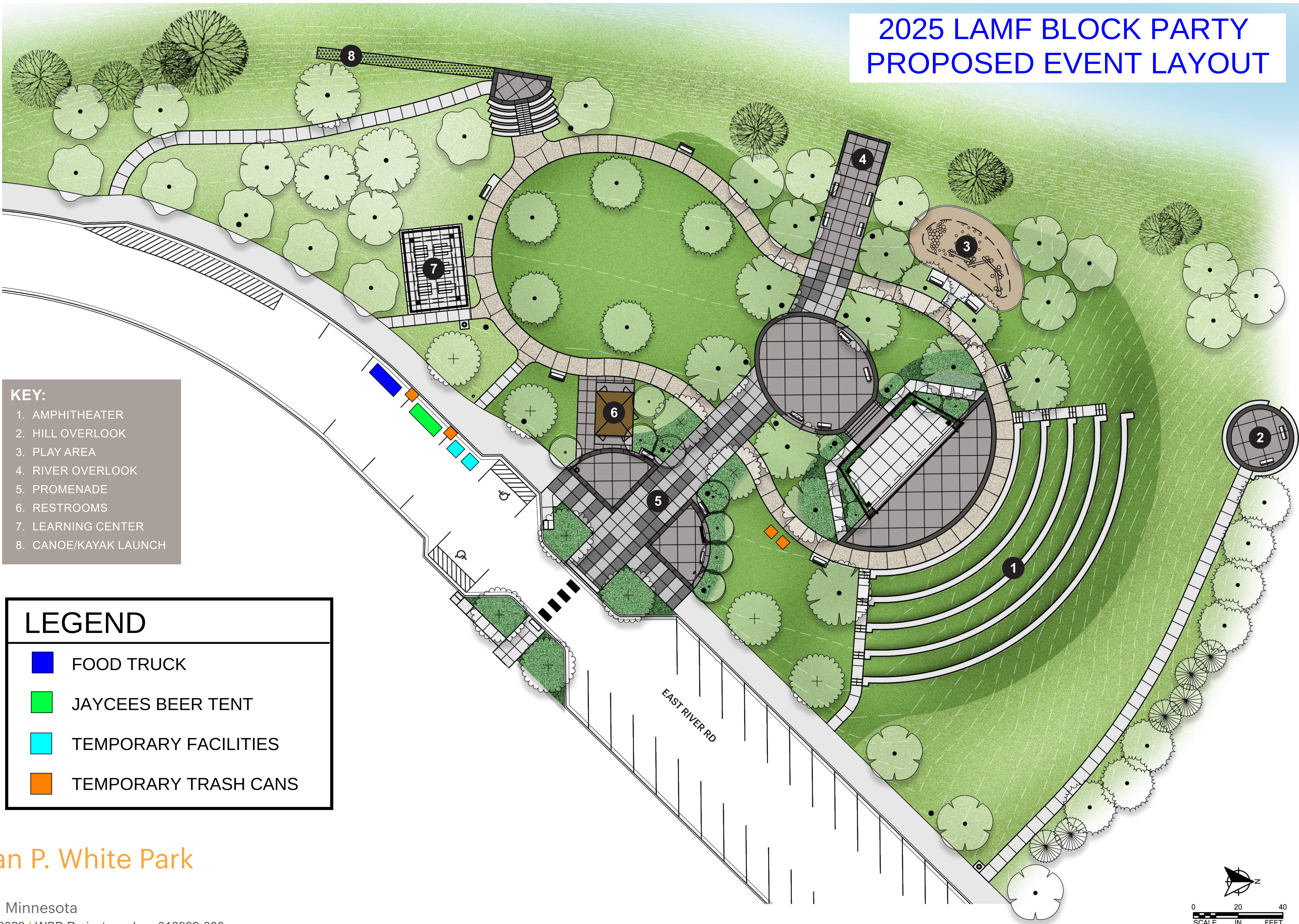
SUMMARY OF ISSUE:

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

2025 LAMF BLOCK PARTY PROPOSED EVENT LAYOUT



KEY:

- 1. AMPHITHEATER
- 2. HILL OVERLOOK
- 3. PLAY AREA
- 4. RIVER OVERLOOK
- 5. PROMENADE
- 6. RESTROOMS
- 7. LEARNING CENTER
- 8. CANOE/KAYAK LAUNCH

LEGEND

- FOOD TRUCK
- JAYCEES BEER TENT
- TEMPORARY FACILITIES
- TEMPORARY TRASH CANS



SPECIAL EVENT APPLICATION

Date of Application: _____

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event: Event – City Parking Lot Event – 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.) Indicate all event dates and times above.

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
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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
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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 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

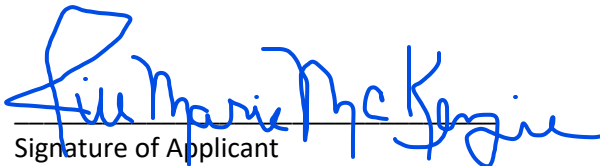
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Event Application Approval

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

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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



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 #3471

Authorized On: 02/18/2025 01:54 PM

NOTE: Rental

Location

Lyman P. White Park
512 East River Road
Brainerd, MN 56401

Permit Holder

Lakes Area Music Festival
PO Box 96
Brainerd, MN 56401

Authorized Agent

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

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Lyman P. White Park	Amphitheater	Fri, Jul 18th 2025	08:00 AM-10:00 PM	14.00	\$150.00
				TOTAL:	\$150.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Lyman P. White Park	Amphitheater	Jul 18, 2025 8:00 AM-10:00 PM	\$150.00	\$150.00	\$0.00
			TOTAL:	\$150.00	\$150.00

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
82932806	02/18/2025 03:38 PM	Credit/Debit	\$300.00
			TOTAL: \$300.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Lyman P. White Park	Amphitheater	07/18/2025	Fri
#1 - Does your event have any other special considerations? If so, please describe.			
Response: No			
Lyman P. White Park	Amphitheater	07/18/2025	Fri

#2 - Does your event require additional restrooms? If so, what company is contracted for restrooms and where will they be located?

Response: No

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#3 - Will you require additional Trash Disposal? If so, what company is contracted for Trash Disposal?

Response: No

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#4 - Times you will be in/out of the Amphitheater. Please include setup and cleanup in the times.

Response: 5:30pm-10:30pm

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#5 - 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

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#6 - 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

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#7 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.

Response: Yes

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#8 - Does your event require a layout and street site map? Please note you will need to contact the Parks Department and provide a layout of the event showing booths, staging, amusements, food, etc. and also provide a street map or park map showing the borders of the event.

Response: No

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#9 - Type of Event Description of Activities

Response: Concert

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#10 - Number of people attending the event.

Response: 100

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#11 - Will you require overnight storage? If set up is needed for an event the day before, it is required you pay for the additional day. Overnight storage is at your own risk. No overnight camping is allowed.

Response: No

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#12 - What type of Organization is this? Profit or Non Profit?

Response: Non Profit

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#13 - How often will this event be held?

Response: One Time

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#14 - Sales Tax Exempt?

Response: No

Lyman P. White Park	Amphitheater	07/18/2025	Fri
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#15 - Do you plan to use signs or banners? Locations and descriptions? A-frame (sandwich) boards may be rented from the City for use. No signs/banners may be mounted to facilities and no posts are allowed in the ground due to irrigation lines. Any supplemental signage or banners must be placed on temporary hangers.

Response: No

Lyman P. White Park

Amphitheater

07/18/2025

Fri

#16 - Are you requesting to have a street closed for your event? An additional Event/Street closure request application will be required to be submitted and approved by City Council.

Response: No

Cancel within 30 days



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: Pickleball Agreement

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE:

LAPA Duties

- a. **Develop comprehensive court designs:** Based on research of other successful pickleball complexes and our members' combined years of pickleball experience, with reference to National standards, the LAPA will develop detailed plans for the court layout, surfacing, fencing, and amenities with ample oversight and guidance from city officials.
- b. **Secure competitive bids:** LAPA will assist in obtaining bids from multiple contractors to ensure cost-effective and high-quality construction of the new pickleball courts.
- c. **Fund and help oversee the renovation:** LAPA are prepared to secure 100% of the funding and assist with overseeing the renovation process to ensuring the construction of high-quality, durable pickleball courts that meet all safety and accessibility standards.
- d. **Provide ongoing maintenance:** LAPA will partner with the city to support the ongoing maintenance and upkeep of the courts, sharing in the responsibility for long-term care.
- e. **Promote community engagement:** LAPA will plan to organize leagues, tournaments, and lessons, fostering a vibrant and inclusive pickleball community at Gregory park. We are also happy to assist in broader community engagement efforts to address any concerns from tennis players or local residents regarding the project.
- f. **Establish and help enforce court usage guidelines:** LAPA will develop and implement a standard of conduct and rules for court usage, ensuring fair and equitable play, including rotation procedures when courts are full, and promoting proper etiquette. These guidelines will be posted at the courts on appropriate signage with the approval from the city.
- g. **Pay the usage fees for leagues and tournaments:** If the LAPA organizes any type of Pickleball event, other than the approved normal Pickleball usage, leagues and/or tournaments on any City of Brainerd courts, usage fees will be applied.

City Duties:

- a. **Grant LAPA access to the courts:** The City will grant LAPA access to the renovated pickleball courts for the purposes outlined in this MOU.
- b. **Collaborate on maintenance:** The City will collaborate with LAPA on the ongoing maintenance and upkeep of the courts.
- c. **Coordinate tournament and league scheduling:** The City will coordinate with LAPA on the scheduling of pickleball tournaments, including any necessary permits or fees.

LAPA Requests: To support LAPA's operational costs and ensure the success of this project, LAPA requests the following:

- a. **Designated LAPA Member Playtimes:** LAPA propose dedicated times where membership is encouraged in order to play. This would involve reserving the courts daily from 8:00 AM to 12:00 PM. Membership dues will directly contribute to supporting the upkeep of the courts and the sustainability of LAPA's programs, and this is the most significant incentive to encourage membership.
- b. **Tournament and League Scheduling:** LAPA requests the ability to schedule and run pickleball tournaments and leagues at the courts. It is understood this will require coordination with the city and involve associated fees.
- c. **Signage and Marketing Rights:** LAPA requests the right to sell signage and other marketable items at the facility, with the revenue generated to support the courts and LAPA's programming. This will provide a sustainable funding mechanism for ongoing improvements and activities.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve the agreement with Lakes Area Pickleball Association.

FINANCIAL IMPACT: Unknown



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: Banner Program

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5

SUMMARY OF ISSUE: Staff will outline the process of the Banner program and ask Park Board for any suggestions for a smooth and effective Banner program season.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT: Unknown



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: Injury Report

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5

SUMMARY OF ISSUE: On 2/2/25 a child broke her ankle while skating. The parent was at the rink when the accident happened. An Accident Report was completed and submitted to League of Minnesota Cities as the parent may file a claim against the city of Brainerd. The pair of skates are no longer in use and at City Hall as they have a lacing concern. The LMC is handling the case and will inform us if the parent decides to submit a claim against the city of Brainerd.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Information only.

FINANCIAL IMPACT: N/A



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: Brainerd Baxter Baseball Association Agreement

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE:

BBBA Oversight Duties. Program responsibilities include the following:

Raise funds to purchase Scoreboards: The BBBA will raise funds to purchase two new Scoreboard at Jaycees, Bane Park and if funding is available also Mills Field at Memorial Park. If BBBA is not able to raise 100% of the necessary funds by December 31, 2025, this agreement will become null and void.

Secure competitive bids: BBBA will obtain bids from multiple contractors and review them with the City of Brainerd. The City of Brainerd will select a contractor to install the new Scoreboards.

Ongoing maintenance: The city of Brainerd will be responsible for the maintenance after the Scoreboards are installed.

Pay the usage fees for leagues and tournaments: If the BBBA organizes any type of baseball event, leagues and/or tournaments on any City of Brainerd field, field usage fees will be applied.

City Duties:

Grant BBBA access to the fields: The City will grant BBBA access to any field after usage fees have been paid and uses outlined in this MOU.

Coordinate tournament and league scheduling: The BBBA will request field usage from the City for any scheduling of leagues and tournaments, and when necessary permits and/or usage fees will be applied.

BBBA Requests: To support BBBA's operational costs and ensure the success of this project, BBBA requests the following:

Tournament and League Scheduling: BBBA requests the ability to schedule and run leagues and tournaments on available fields. It is understood this will require coordination with the city and involve associated fees. BBBA usage requests will be granted after city of Brainerd's activities and events.

Signage and Marketing Rights: BBBA will be allowed to sell banner signage on the outfield fence of Jaycee and Bane Park. The revenue generated from banners this will off-set the purchase and installation of the scoreboards.
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.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve agreement with Brainerd Baxter Baseball Association

FINANCIAL IMPACT: Unknown

AGREEMENT

BETWEEN THE CITY OF BRAINERD AND THE BRAINERD BAXTER BASEBALL ASSOCIATION

This Agreement is entered into effective _____, 2025 by and between the City of Brainerd, through its Park and Recreation Board (hereinafter the “City”), and the Brainerd Baxter Baseball Association (hereinafter the “BBBA”).

Recitals

- A. The City and BBBA mutually seek to revitalize Jaycees Park, Bane Park and possibly Mills Field at Memorial Park with new scoreboards. New scoreboards will promote baseball play in the Brainerd Lakes Area and meet growing recreational needs. This Agreement outlines the collaborative intentions and respective responsibilities of the City and the BBBA regarding the purchase and installation of new scoreboards.
- B. The scoreboards to be acquired are Daktronics Model BA-618 or higher standard and are to be installed by a licensed contractor approved by the City.

1. **BBBA Duties.** The BBBA agrees to undertake the following:

- a. **Raise funds to purchase Scoreboards:** The BBBA will endeavor to raise funds to purchase a new scoreboard for both Jaycees Park and Bane Park and, if funding is available, Mills Field at Memorial Park. If BBBA is not able to raise 100% of the necessary funds for the first two scoreboards by December 31, 2025, this agreement will become null and void.
- b. **Secure competitive bids:** BBBA will obtain bids from multiple contractors to install the scoreboards and review them with the City. The City will select the installation contractor.
- c. **Ongoing maintenance:** The City will be responsible for maintenance after the scoreboards are installed.
- d. **Coordinate tournament and league scheduling:** The BBBA will request field usage from the City when scheduling of any leagues and tournaments. No field use is allowed unless required permits are obtained and/or usage fees are paid.

2. **City Duties:** The City agrees to undertake the following:

- a. **Establish Scoreboard usage guidelines:** The City will develop and implement standards and procedures for using the scoreboards.

- b. **Grant BBBA access to the fields:** The City will grant BBBA access to available fields after usage fees are paid and provided the use is consistent with City policy. BBBA's access is subordinate to the City's scheduled activities on the fields.
 - c. **Signage Rights:** The City grants BBBA the right to sell banner signage on the outfield fence at Jaycee Park and Bane Park and to retain the revenue to off-set the purchase and installation of the scoreboards. All banner signage is subject to City policy.
3. **Insurance.** The BBBA shall secure property and liability insurance in amounts approved by the City and naming the City as an additional insured.
4. **Participant Releases.** The BBBA 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 BBBA shall provide the Recreation Coordinator with a copy of the waiver form if requested. Failure to obtain such waivers may result in termination of this Agreement.
5. **Indemnity.** To the extent allowed by law, the BBBA shall defend and indemnify the City against all claims of loss or damage arising out of the programs operated by the BBBA under this Agreement, except to the extent said loss or damage was caused by the negligent or intentional act or omission of the City, its employees or agents.
6. **Term.** This Agreement shall terminate as of January 30, 2035, unless otherwise extended in writing and signed by both parties.

City of Brainerd

Name of Authorized City Official:

Title: _____ Date: _____

Signature: _____

Brainerd Baxter Baseball Association

Name of Authorized BBBA Official:

Title: _____ Date: _____

Signature: _____



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: Consider 2025 Agreements for YMCA and Community Education.

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE:

YMCA

Program Oversight. The YMCA shall operate the following existing programs on behalf of the City:

- Youth Flag Football
- Youth Soccer
- Youth T-ball
- Youth Basketball

Oversight Duties. Program responsibilities include the following:

- Program advertising, marketing, and fundraising.
- Registration of participants in the program.
- 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.
- Hire umpires or other game officials as needed.
- Hire and contract with seasonal employees, officials, coaching staff, and volunteers.
- Provide necessary game equipment (e.g. basketballs, kickballs, soccer balls, jerseys, etc.)
- Must print the City of Brainerd logo on all jerseys, shirts, etc.
- Provide the City Recreation Coordinator with program information as requested.
- Submit registration/budget reports quarterly (June 15 and September 15) for Park Board presentation.

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 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 useable 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.

Compensation. In consideration for operating the youth programs set forth above, the City shall pay the YMCA an annual fee of \$15,000. The fee shall be paid in a bi annual sum of \$7,500 on or before June 15 and September 15, 2025. Invoices should be remitted to the City by the 10th of each month the payment is due.

Community Education

Program Oversight. The district shall operate the following existing programs on behalf of the City:

- Miracle League
- Boys and Girls T-Ball
- Youth Baseball
- Youth Softball
- Youth Tennis

Oversight Duties. Program responsibilities include the following:

- Program advertising, marketing, and fundraising.
- Registration of participants in the program.
- 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.
- Hire umpires or other game officials as needed.
- Hire and contract with officials, coaching staff, and volunteers.
- Provide necessary game equipment {e.g. basketballs, kickballs, soccer balls, jerseys, etc.}
- Must print the City of Brainerd logo on all jerseys, shirts, etc.
- Provide the City Recreation Specialist with program information as requested.
- Maintain control of City scoreboard equipment, including controllers.
- As much as possible, balance the field usage across the two cities {Brainerd and Baxter} and the school district properties.
- 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 2026.

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.

The City retains the sole right for all banner sales and posting on City of Brainerd fields.

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, 2025. Invoices should be remitted to the City by the 10th of each month payments are due.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve the agreements with YMCA and Community Education

FINANCIAL IMPACT: Unknown

CITY OF BRAINERD

RECREATION PROGRAM AGREEMENT

This Agreement is entered into effective January 1, 2025, 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. Must print the City of Brainerd logo on all jerseys, shirts, etc.
 - h. Provide the City Recreation Specialist with program information as requested.
 - i. Maintain control of City scoreboard equipment, including controllers.
 - j. As much as possible, balance the field usage across the two cities {Brainerd and Baxter} and the school district properties.
 - k. 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 2026.
- 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, 2025. 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, 2025, 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, 2025, 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
- 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. Must print the City of Brainerd logo on all jerseys, shirts, etc.
 - h. Provide the City Recreation Coordinator with program information as requested.
 - i. Submit registration/budget reports quarterly (June 15 and September 15) for Park Board presentation.

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 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 useable field spaces. The City and YMCA will meet at end of season to assess field conditions and recommend improvements or changes, if mutually agreeable.
 - a. 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.
4. Compensation. In consideration for operating the youth programs set forth above, the City shall pay the YMCA an annual fee of \$15,000. The fee shall be paid in a bi-annual sum of \$7,500 on or before June 15 and September 15, 2025. 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, 2025, unless otherwise extended in writing signed by both parties.

**City of Brainerd
Parks and Recreation**

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____

Brainerd Family YMCA

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____



Park Board Agenda Request

MEETING DATE: February 25, 2025

TITLE OF ITEM: Award Proposal for Buffalo Hills/Lions Park Parking Lot Project

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

The Buffalo Hills/Lions Parking Lot Reconfiguration Project is included in the 2025 Parks Capital Plan. The project consists of removal of the existing gravel road that loops into and out of the park connecting to Buffalo Hills Lane at two locations and replacing it with a single, gravel parking lot to accommodate 40 vehicles per the Buffalo Hills/Lions Park Master Plan, attached to this item.

Staff solicited proposals for this work from several area contractors. We received 4 proposals as listed in alphabetical order: Anderson Brothers, DeChantal Excavating, DeChantal Excavating, Knife River, and Pratt's Affordable Excavating.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The proposals are as follows, listed lowest proposal first:

- Pratt's Affordable Excavating = \$38,985.00
- DeChantal Excavating = \$43,020.45
- Anderson Brothers = \$63,536.00
- Knife River = \$105,900.00

RECOMMENDED ACTION/MOTION: Staff recommends award of the Buffalo Hills/Lions Park Parking Lot Project to Pratt's Affordable Excavating in the amount of \$38,985.00.

FINANCIAL IMPACT: \$38,985.00



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

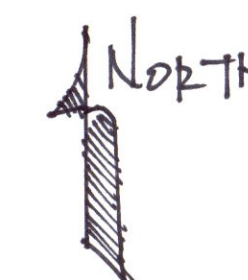
Winter activity spaces

- Groomed ski trail



PROPOSED MASTER PLAN BUFFALO PARK

NOT TO SET SCALE.
CONCEPTUAL IMAGE.



23069 Swan Lane
Merrifield, MN 56465

Date	Estimate #
2/14/2025	654
Phone #	218-765-4244
Fax #	218-765-8324
Shawn cell # 218-838-8227	

Name / Address
City of Brainerd. 501 Laurel Street Brainerd, MN 56401

Terms	Project
Void after 30 days	

[illegible]

Signature



**P.O. Box 315
Brainerd, MN 56401**

Quote

Date	Quote #
2/10/2025	1751

Name / Address
Brainerd Buffalo Hills / Lions Park Parking Lot

Description	Quantity	Unit Cost	Unit	Total
1. Mobilization	1	750.00	LS	750.00
2. Clearing and Grubbing	0.39	4,600.00	Acre	1,794.00
3. Sawing Bituminous Pavement (Full Depth)	82	3.10	LF	254.20
4. Remove Curb & Gutter	40	6.50	LF	260.00
5. Remove Bituminous Pavement	15	12.25	SY	183.75
6. Common Excavation (CV)	1,020	10.50	CY	10,710.00
7. Aggregate Surfacing (CV), Class 5	745	24.50	CY	18,252.50
8. Concrete Curb & Gutter, Design B624	40	38.00	LF	1,520.00
9. Common Topsoil Borrow	332	28.00	CY	9,296.00
Total				\$43,020.45

**Office: 218-828-4636
Cell: 218-839-1318
Fax: 218-824-1510
Email: adechantal@gmail.com**



Anderson Brothers Construction Company
 11325 State Highway 210
 Brainerd, MN 56401
 218-829-1768
 218-829-7607 Fax

To:	City Of Brainerd	Contact:	Jessie Dehn
Address:	501 LAUREL STREET Brainerd, MN 56401	Phone:	218-828-2309
		Fax:	218-828-2316
Project Name:	Buffalo Hills/lions Parking Lot	Bid Number:	
Project Location:		Bid Date:	
Item Description			

Mobilization
 Clearing & Grubbing
 Remove Curb
 Remove Bituminous Pavement
 Saw Bituminous Pavement
 Common Excavation (CV)
 Topsoil Borrow
 Aggregate Base Class 5
 Bituminous Patching Mixture
 Concrete Curb & Gutter B624
 Seed

Total Bid Price: \$63,536.00

Notes:

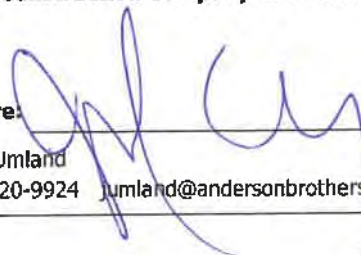
- We are pleased to quote the following on the above-referenced project.
- See Pre-Lien Notice
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- This proposal may be withdrawn by us if not accepted within 30 days.
- Half the total quote is due prior to construction.
- Anderson Brothers Construction is an Equal Opportunity Employer.
- Anderson Brothers will not sign a project labor agreement.
- No warranty, No maintenance on seed. I quoted to throw seed down when finished. Owner responsible after that.



Anderson Brothers Construction Company
11325 State Highway 210
Brainerd, MN 56401
218-829-1768
218-829-7607 Fax

To: City Of Brainerd	Contact: Jessie Dehn
Address: 501 LAUREL STREET Brainerd, MN 56401	Phone: 218-828-2309
	Fax: 218-828-2316
Project Name: Buffalo Hills/lions Parking Lot	Bid Number:
Project Location:	Bid Date:

PRE-LIEN NOTICE: OWNER UNDERSTANDS THAT CONTRACTOR IS REQUIRED BY LAW TO PROVIDE OWNER WITH THIS NOTICE. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THE IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION. (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT WHO GAVE YOU TIMELY NOTICE.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Anderson Brothers Construction Company Of Brainerd, LLC Authorized Signature:  Estimator: Josh Umland 218-820-9924 jumland@andersonbrothers.com
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Quote for Brainerd Buffalo Hills Park Project

02/13/2025 11:49AM Page 1

KNIFE RIVER CORPORATION - NC

4787 Shadow Wood Drive NE
Sauk Rapids, MN 56379

Phone: (320) 251-9472
Fax: (320) 258-2940

Bond:
Sales Tax:
Bid Date:

Quote To: Jesse Dehn
City of Brainerd
501 Laurel Street
Brainerd MN 56401

Phone: 218-
Fax:
Email: jdehn@ci.brainerd.mn.us

Quote is valid for 15 days.

Item	Description	Quantity	Unit	Unit Price	Extension
10	Mobilization				
20	Clearing and Grubbing				
30	Sawing Bit Pavement (FD)				
40	Remove Curb and Gutter				
50	Remove Bituminous Pavement				
60	Common Excavation (CV)				
70	Aggregate Surfacing (CV) Class 5				
80	Concrete Curb and Gutter Design B624				
90	Common Topsoil Borrow				

Total Quote: \$ 105,900.00

Inclusions/Exclusions:

NOTES:

1. All items tied, unless approved by Estimator.
2. Quote is valid for 15 days.
3. Seeding / Stabilization of topsoil done by city crews.

PAYMENT TERMS:

1. To accept this proposal, sign and return a copy to Knife River Corp.
2. A valid credit account with Knife River Corp. is required before work will be scheduled.
3. No retainage is provided for in this quotation or per owner as required in plans and spec's. Any deducts due to material deficiencies must be in writing and Knife River Corp. notified prior to the invoice being due.
4. All work becomes due and payable within 30 days of the invoice. Balances beyond 30 days are subject to finance charges in accordance with the credit agreement.

ACCEPTANCE:

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices.

Your signature indicates you agree to the prices, specifications and conditions as stated. It gives us authorization to do the work specified and payment will be made as outlined above.

Signature: _____

Signature: Adam J. Surma

Printed Name: _____

Printed Name: Adam J. SURMA

Title: _____

Title: Estimator/Project Manager

Firm: _____

Firm: Knife River Corporation - North Central

Date: _____

Date: 2-13-25

2025 Ice Skate Party Event Summary

Event Title: 2025 Ice Skate Party

Date of Event: Saturday, February 8, 2025 1-4 pm

Location: Memorial Park Warming House & Rinks

Organizers: City of Brainerd Parks and Recreation

1700 Mill Ave, Brainerd, MN 56401



Summary:

The 2025 Ice skating party at Memorial Park was a huge success, bringing together the community for a fun day of skating, games, and festivities on the ice. It is a fantastic way to create lasting memories for everyone involved.

Key Highlights:**1. Games held on small rink:**

- Red light, green light (Favorite)
- Freeze skate
- Reverse frozen tag
- Relay race with bean bag on top of head
- Balloon race- doesn't work well with wind

2. Free skate & hockey on large rink:

This worked well to use two rinks to stay split up otherwise one rink would have been very crowded.

3. Food & drinks

- Chili from Dunmire's
- Hot cocoa from Salvation Army
- Coffee from Caribou
- Snacks: Chips & heart shaped cookies
- Drinks: Water & pop

4. Music

A kid-approved playlist was played through the warming house speakers and on the rinks, keeping the atmosphere fun and upbeat!

Attendance:

160 including children, adults, staff and volunteers. The attendance went up by 60 people this year from the last time the event was held!

Recommendations for Future Use:

- With the larger turnout from the last time the event was held, be prepared to inform the sponsors that it went from 100 people to 160.
- 3 hours was a little long, could switch to a 2 hour event.
- If the weather is warm, the large rink may not be usable. The small rink holds more ice and may have to use the small rink depending weather.

Sponsors:

1. Dunmire's-Chili
2. Caribou-Caribou Coffee (Tent with volunteers)
3. Salvation Army- Volunteers & served coffee
4. Knotty Pine- Cookies for staff & volunteers
5. Super One- Snacks & water
6. Cub Foods- Cookies & pop
7. Target- Decorations

Additional Notes:

1. Food/Drinks:

- Chips-100 bags (just enough)
- Water- 100 bottles (plenty leftover)
- Pop- 100 cans (6 pack left)
- Cookies- 100 (just enough)
- Chili- All gone by 3:00pm

2. Weather Considerations:

- Attendance varies based on weather conditions

3. Equipment:

- Bring a mop for warming house
- Speakers worked well with playlist prepared on Spotify before the event
- Sign with the flyer-next year could use just the date, time, & location enlarged
- Skates were provided in the warming house-Many people used our skates

4. Location:

Keep the same location. Memorial worked really well with the use of two rinks and the kitchen in warming house. Inform volunteers that they may need to have a table outside for more space in the warming house and to dress appropriately.

5. Staff:

Add 1 or 2 more staff to help with the event. One to take pictures and the other to help with the games.

6. Games:

Repeated the games twice. Plan to add more games next year.

Pictures of the event were posted on Facebook 2/18/25.

Submitted by: Kayla Huether-Recreation Specialist

2025 Smooch a Pooch Kissing Booth Event

Event Title: 2025 Smooch a Pooch Kissing Booth

Date of Event: Thursday, February 13, 2025

Time: 5-6 pm

Location: Buster Park- A Playground for Dogs

[1101 E River Rd, Brainerd, MN 56401](https://www.openstreetmap.org/copyrigh)



Event Information:

This is a delightful mini event for you and your lovely furry friends! Bring your pups to our kissing booth - whether they're poised "Lady & the Tramp" style or seeking some playful smooches.

Highlights:

- Kissing booth for fun photo opportunities (Photos can be taken with your phone or camera with the help of Brainerd Parks and Recreation Staff) We may ask to take pictures as well to post on our social media!
- Cute bandanas available while supplies last donated by Pampered Pets!
- Show your pup some love this Valentine's by letting them play in the snow, make new furry friends, and collect some adorable memories!

Additional Notes:

-2 in attendance

-Pictures posted on facebook

-The booth is so cute and was ready

-It was very cold- attendance is affected by weather

Next year:

-Make it as a come as you can event leaving the booth up all week. Does not need to be a specific time & date event.

-Have people submit photos to the parks email if they take pictures. Make a sign with our e-mail address on it. Use a container to have something for a take home. (Bandanas)

Sponsor: Pampered pets donated bandanas. There will be plenty for next year.

Submitted: 2/18/25

Recreation Specialist: Kayla Huether