



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, July 22, 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. 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. **Financial Reports**

D. **Approve Warrior Homecoming 5k Run at Kiwanis Park**

E. **Ejection of VFW team at Softball MS2 League.**

F. **Approve We Are The Clinic Fundraising Event At Lyman P. White**

G. **Approval of Brainerd Lakes Pride Event At Gregory Park**

6. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Board - Time limits may be imposed

7. **Unfinished Business**

A. **YMCA Fall Slow Pitch Softball Program**

- B. **Provide City Council Advisory Approval of LoonFest Contract for Mills Field Concerts**
- 8. **New Business**
 - A. **Approval to Seek Grant to Extend Height of Fence Line at Memorial Softball Fields**
 - B. **Discussion of Softball League Rules and Ejections**
 - C. **Consider Discussions of Community Agreements In September and Fee Schedule In October**
 - D. **Approval for 2026 Capital Budget**
 - E. **Consider Solar Development Agreement with Wolf Track Energy LLC**
 - F. **Approval of Rotary Park Grant (Great River Greening - 90%/10% Grant)**
 - G. **Discussion of LIONS PARK at Buffalo Hills ADA Parking Stalls and Path/Service Road**
 - H. **Approval of Changing Location for Great Pumpkin Fest**
- 9. **Staff Reports**
(Verbal: Any Updates since Packet)
 - A. **Staff Reports**
 - B. **Fall Softball & Fall Pickleball Flyers**
 - C. **End of Summer Softball Tournament**
 - D. **End of Summer Pickleball Tournament**
 - E. **2025-Movies In The Park Recap**
- 10. **Board Member Reports**
- 11. **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 Berns in the City Council Chambers.

Roll Call

Upon roll call, the following board members were noted as present: Sandy, Schaefer, and Berns. Members Shipe and Miller were noted as absent.

Also noted as present Public Works Director Habighorst, City Administrator Nick Broyles, and Recreational Specialist Kayla Huether.

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

Approval of Agenda

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

Upon roll, call the following board members voted “aye” Sandy, Schaefer, and Berns. No member voted “nay”. The chair declared the motion carried.

Approval of Consent Calendar

- A. **Approval of Minutes**
- B. **Approval of Disbursements**
- C. **Financial Reports**
- D. **Approval of Scripture Study Circle LLC At Rotary Riverside Park**
- E. **Approval of Cultivating Communities Summit at Lyman P. White**

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

Upon roll call, the following board members were noted as present: Sandy, Schaefer, and Berns. Members Shipe and Miller were noted as absent.

Unfinished Business

Lions Park Master Plan Update

Public Works Director Habighorst discussed the workshop where the Park Board and staff met at Lions Park at Buffalo Hills. The rendering of the plans was shown to Board Park at the meeting. Suggested a correction to the pickleball courts to face north and south for visibility.

Member Sandy asked with this park if it would be an issue with the tree coverage.

Public Works Director Habighorst suggested we should have pickleball courts oriented properly. Requested a motion to approve master plan to move forward with estimates from engineering for the totals of all the improvements for the grant.

May 27, 2025

MOVED AND SECONDED BY MEMBERS SCHAEFER AND SANDY TO APPROVE THE PLAN WITH MOVING THE PICKLEBALL COURTS SO THEY ARE NORTH AND SOUTH.

Members Berns, Schaefer, and Sandy voted “aye”. No members voted “nay”. The Chair declared the motion carried.

New Business

Approval For Decisions of Tree Replacement

Public Works Director Habighorst recommended a new process moving forward to submitting a yearly plan for tree placements for Park Board to review where they will be placed. City of Brainerd Parks & Recreation plants roughly one hundred to two hundred trees a year, when we remove any trees, the plan will be to replace that tree. Public Works Director Habighorst also informed the Park Board about the DNR approved a grant for the City of Brainerd to receive twenty additional trees for placement.

Member Schaefer wanted to confirm if the Community Development Director Kramvik will also continue to be involved with these placements of trees.

Public Works Director Habighorst confirmed that Community Development Director Kramvik will be the lead person on tree placements.

Member Sandy agreed with this plan to have Park Board to review these plans for all City of Brainerd Parks before trees are placed.

2026 Budget

Public Works Director Habighorst discussed a budget workshop with the Park Board in July to discuss next year’s funding and where to allocate money.

Upon discussion it was recommended that a mid-July workshop would be beneficial to discuss the capital budget.

Approval To Enter into an Agreement for the City of Brainerd and LoonFest Staff to Conduct Concerts at Mills Field

Public Works Director Habighorst discussed the potential contract to move forward with LoonFest to host concerts at Mills Field at Memorial Park. Discussed the potential for profits and bringing Mills Field with any updates. Asked for suggestions from the Park Board.

Member Schaefer asked how much it would take to update Mills Field.

Public Works Director discussed getting bids on the improvements moving forward.

Member Sandy discussed the walk through that they did was the condition of the decks, railing, and concession stands they needed to be worked on.

MOVED AND SECONDED BY MEMBER SANDY AND SCHAEFER TO APPROVE TO WORK WITH THE CITY ATTORNEY TO DRAFT A CONTRACT AND WORK WITH LOONFEST FOR CONCERTS AT MILLS FIELD AND TO PRESENT TO THE PARK BOARD ONCE CONTRACT IS FINALIZED.

Discussion continued with no additional motion.

May 27, 2025

Members Berns, Sandy, and Schaefer voted “aye”. No members voted “nay”. The Chair declared the motion carried.

Fall Softball League Update with YMCA

Public Works Director Habighorst discussed that he had previously talked with the YMCA about organizing a fall junior slow pitch softball clinic.

Member Berns asked the recreational specialist how long it would take to organize a clinic if the YMCA was not able to take that one.

Recreational Specialist Huether indicated that it would take roughly two to three weeks.

Public Works Director Habighorst talked about reaching out the Brainerd YMCA to confirm slow pitch softball for the fall league and potential back up plans if the Brainerd YMCA can't take on this program.

Public Forum

Member Berns opened public forum at 4:43pm

Carl Bakkila the manager for VFW softball league for Tuesdays, discussed a few issues with the rules for the softball league. Discussed these issues with Public Works Director Habighorst and Recreational Specialist Huether. Stated that rules were supposed to be implemented and stated that nothing has changed. Stated that there are men that play on Wednesday league who also play on Tuesday nights and wipe the floor with MS2 league on Tuesday nights, discussed that on Tuesday nights there are not full games and stated that if they are paying for softball that they should get to play full games as they are not getting the full time allotted. Brought up that he had a misconduct warning two weeks ago about a foul ball, stated that he talked to the ump who stated that he didn't get a misconduct warning but when he spoke to Recreational Specialist Huether she stated it was a misconduct warning, also stated that he was on the verge of being ejected and stated the ump never stated that. Stated teams have quit because of no change because of MS1 players. Discussed players that are ranked need to be limited which hasn't changed.

Member Berns stated that what the board has heard today will be taken into consideration and will see what the Park Board can do. Stated the Park Board will do their best to come up with a solution.

Carl Bakkila doesn't understand why he got a misconduct as he stated that the ump told him differently, stated that conversations in the Park and Recreational Department gets leaked to other players and feels like he has a target on his back now.

Public Works Director Habighorst stated that he will gather all the information necessary, stated that a few months ago it was brought to by the Park Board as a suggestion about a rule change, but it was decided not to move forward.

Member Berns asked if Public Works Director Habighorst could also gather the information from the misconduct.

Public Works Director Habighorst stated that there have been issues with team players who have been unsportsmanlike, indicated to umps to stop games to issue warnings if needed. Umps are the individuals who issue the ejection on the field during play. The umps have been

issuing warnings and notifying the Park and Recreational Department. Stated that this is for multiple teams with one being the VFW.

Member Berns stated that he did go to the field to watch some of the games after the email about unsportsmanlike conduct.

Member Sandy requested to have an item on the agenda for the next Park Board meeting for an educational lesson about the rules, misconduct, and update on the rules which were discussed at a previous meeting.

Member Berns closed public forum at 4:44pm

Staff Reports Recreational Events

Public Works Director Habighorst discussed that in July we will be having a budget workshop meeting. Discussed that he would like to have a discussion of the fee schedule with national standards.

Member Sandy would like to discuss the agreements we have with YMCA and Community Education and to get a jump start before January 2026.

Member Schaefer would like to talk about the concessions and to compare where we are at.

Recreational Special discussed previous events and upcoming fall events for leagues with pickleball and softball tournaments.

Board Reports

Member Sandy stated that he would like to tell the staff about all the good work staff are doing around the roundabouts.

Member Berns wanted to thank Recreational Specialist Huether for the email that went out to the league managers and umps and stressed all league players to follow the instructions in the email. Requested that the public forum be moved up for the public service.

Member Schaefer wanted to follow up on Jaycees Park about the parking lot.

Adjourn

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

Upon roll call, Members Schaefer, Berns, and Sandy voted "aye". No member voted "nay" to adjourn meeting.

Member Miller adjourned the meeting at 4:54 p.m.

Respectfully Submitted,
Lisa Asbach, Administrative Specialist

07/18/2025 08:28 AM
User: lasbach
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 06/17/2025 - 07/17/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0011 - ACE HARDWARE:							
333262/1							
88690	ACE HARDWARE	06/20/2025	07/09/2025	17.94	0.00	Paid	Y
	QTY 6 KEYS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			17.94			
333084/1							
88736	ACE HARDWARE	06/13/2025	07/09/2025	17.98	0.00	Paid	Y
	HAND TRANSPLANTER X2	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			17.98			
332426/1							
88927	ACE HARDWARE	06/01/2025	07/09/2025	48.37	0.00	Paid	Y
	LUM PARK PRUNER, GLUE, FASTENERS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			48.37			
Total for vendor 0011 - ACE HARDWARE:				84.29	0.00		
Vendor 2740 - AT&T MOBILITY:							
X07032025/PKS							
88890	AT&T MOBILITY	06/25/2025	07/09/2025	245.01	0.00	Paid	Y
	ACCT 287292136423 PARKS PHONES	pziemer					07/09/2025
230-5200-43321	TELEPHONE			146.65			
230-5204-42210	OPERATING SUPPLIES			98.36			
Total for vendor 2740 - AT&T MOBILITY:				245.01	0.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
INV22561							
88484	BRAINERD PUBLIC UTILITIES	05/09/2025	06/26/2025	19,802.00	0.00	Paid	Y
	JAYCEES PARK 15TH & ROSEWOOD -	pziemer					06/26/2025
400-9050-45530	CAPITAL - OTHER			19,802.00			
MAY 25/PARKS							
88716	BRAINERD PUBLIC UTILITIES	06/16/2025	06/26/2025	12,403.06	0.00	Paid	Y
	4/24/25-5/24/25 PARKS UTILITIES	pziemer					06/26/2025
230-5200-43381	BPU UTILITIES			11,892.05			
230-5280-43380	UTILITIES			511.01			
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				32,205.06	0.00		
Vendor 0307 - CENTERPOINT ENERGY:							
92166-0/JUN25/PKS							
88878	CENTERPOINT ENERGY	06/24/2025	07/09/2025	204.64	0.00	Paid	Y
	5/14/25-6/16/25 PARKS UTILITIES	pziemer					07/09/2025
230-5200-43380	UTILITIES			204.64			
Total for vendor 0307 - CENTERPOINT ENERGY:				204.64	0.00		

07/18/2025 08:28 AM
User: lasbach
DB: Brainerd

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BOTH OPEN AND PAID

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 3776 - CORE & MAIN LP:							
X188522							
88748	CORE & MAIN LP	06/23/2025	07/09/2025	1,678.20	0.00	Paid	Y
	REPLACEMENT HAND PUMP - LUM PARK	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			1,678.20			
	Total for vendor 3776 - CORE & MAIN LP:			1,678.20	0.00		
Vendor 0125 - CTC - 446126:							
21603157/PKS							
88633	CTC - 446126	06/12/2025	06/18/2025	320.81	0.00	Paid	Y
	6/12-7/11 PARKS PHONES/INTERNET	pziemer					06/18/2025
230-5200-43321	TELEPHONE			320.81			
21603530							
88639	CTC - 446126	06/12/2025	06/18/2025	150.35	0.00	Paid	Y
	6/12-7/11 CAMPGROUND INTERNET/WIFI	pziemer					06/18/2025
230-5280-43321	TELEPHONE			150.35			
	Total for vendor 0125 - CTC - 446126:			471.16	0.00		
Vendor 0170 - FASTENAL COMPANY:							
MNBAX273988							
88660	FASTENAL COMPANY	06/04/2025	07/09/2025	44.82	0.00	Paid	Y
	FOAM EAR PLUGS	pziemer					07/09/2025
230-5200-42209	SAFETY EQUIPMENT SUPPLIES			44.82			
MNBAX274093							
88728	FASTENAL COMPANY	06/10/2025	07/09/2025	29.62	0.00	Paid	Y
	MEMORIAL BENCH INSTALLATION	pziemer					07/09/2025
230-5225-42220	REPAIR & MAINT			29.62			
MNBAX272482							
88729	FASTENAL COMPANY	06/01/2025	07/09/2025	(19.12)	0.00	Paid	Y
	RETURN - ANCHORS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			(19.12)			
	Total for vendor 0170 - FASTENAL COMPANY:			55.32	0.00		
Vendor 4416 - FIRST CHOICE FOOD & BEVERAGE:							
2109:015349							
88684	FIRST CHOICE FOOD & BEVERAGE	06/13/2025	07/09/2025	137.76	0.00	Paid	Y
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			137.76			
2109:015353							
88685	FIRST CHOICE FOOD & BEVERAGE	06/13/2025	07/09/2025	99.36	0.00	Paid	Y
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			99.36			

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User: lasbach

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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EXP CHECK RUN DATES 06/17/2025 - 07/17/2025

BOTH JOURNALIZED AND UNJOURNALIZED

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution GRANT						
2109:015351							
88713	FIRST CHOICE FOOD & BEVERAGE	06/13/2025	07/09/2025	367.92	0.00	Paid	Y
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			367.92			
2109:015390							
88719	FIRST CHOICE FOOD & BEVERAGE	06/18/2025	07/09/2025	38.40	0.00	Paid	Y
	CONCESSIONS - BEVERAGE	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			38.40			
2109:015392							
88720	FIRST CHOICE FOOD & BEVERAGE	06/18/2025	07/09/2025	306.72	0.00	Paid	Y
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			306.72			
	Total for vendor 4416 - FIRST CHOICE FOOD & BEVERAGE:			950.16	0.00		
Vendor 0203 - HOLDEN ELECTRIC:							
80544							
88837	HOLDEN ELECTRIC	06/26/2025	07/09/2025	1,126.25	0.00	Paid	Y
	REPAIR LIGHTS MMP	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			1,126.25			
	Total for vendor 0203 - HOLDEN ELECTRIC:			1,126.25	0.00		
Vendor 0769 - HYTEC CONSTRUCTION INC:							
15157							
88905	HYTEC CONSTRUCTION INC	06/26/2025	07/09/2025	15,375.00	0.00	Paid	Y
	FINAL - LUM PARK PAVILLIONS	pziemer					07/09/2025
400-9050-45530	CAPITAL - OTHER			15,375.00			
	Total for vendor 0769 - HYTEC CONSTRUCTION INC:			15,375.00	0.00		
Vendor 3418 - LAKES AREA LOCK & DOOR HARDWARE, IN:							
123676							
88750	LAKES AREA LOCK & DOOR HARDWARE, IN	06/01/2025	07/09/2025	159.97	0.00	Paid	Y
	REPAIR DEADBOLT - JAYCEES 2024	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			159.97			
	Total for vendor 3418 - LAKES AREA LOCK & DOOR HARDWARE, IN:			159.97	0.00		
Vendor 2392 - MENARDS:							
47122							
88709	MENARDS	06/12/2025	07/09/2025	63.98	0.00	Paid	Y
	PAVER LOCKING SAND - PARKS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			63.98			
	Total for vendor 2392 - MENARDS:			63.98	0.00		

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User: lasbach
DB: Brainerd

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
Vendor 0889 - MENARDS - BAXTER :							
47194							
88714	MENARDS - BAXTER	06/13/2025	07/09/2025	22.98	0.00	Paid	Y
	MOP/PLUNGER	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			22.98			
46931							
88715	MENARDS - BAXTER	06/10/2025	07/09/2025	99.90	0.00	Paid	Y
	SHOVELS AND RAKES	pziemer					07/09/2025
230-5200-42240	SMALL TOOLS			99.90			
Total for vendor 0889 - MENARDS - BAXTER :				122.88	0.00		
Vendor 3394 - MIDWEST MACHINERY CO:							
10528465							
88751	MIDWEST MACHINERY CO	06/26/2025	07/09/2025	9.60	0.00	Paid	Y
	MOWER BLADE X2	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			9.60			
Total for vendor 3394 - MIDWEST MACHINERY CO:				9.60	0.00		
Vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:							
2025279							
88943	MINNESOTA/WISCONSIN PLAYGROUND	07/03/2025	07/09/2025	1,237.67	0.00	Paid	Y
	MEMORIAL BENCH - LOREE BESSER	pziemer					07/09/2025
230-5225-42220	REPAIR & MAINT			1,237.67			
Total for vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:				1,237.67	0.00		
Vendor 1449 - M-R SIGN CO., INC.:							
228335							
88908	M-R SIGN CO., INC.	06/26/2025	07/09/2025	90.70	0.00	Paid	Y
	NO LIFEGUARD SIGNS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			90.70			
228306							
88926	M-R SIGN CO., INC.	06/25/2025	07/09/2025	246.94	0.00	Paid	Y
	NO PARKING SIGNS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			246.94			
Total for vendor 1449 - M-R SIGN CO., INC.:				337.64	0.00		
Vendor 0284 - OFFICE SHOP:							
1155719-1							
88710	OFFICE SHOP	06/12/2025	07/09/2025	5.21	0.00	Paid	Y
	HIGHLIGHTERS - CONCESSIONS	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			5.21			
Total for vendor 0284 - OFFICE SHOP:				5.21	0.00		

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User: lasbach

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:							
1647-361596							
88683	O'REILLY AUTOMOTIVE STORES INC.	06/13/2025	07/09/2025	5.25	0.00	Paid	Y
	FILTER - TORO FIELD GROOMER	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			5.25			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			5.25	0.00		
Vendor 4419 - ROSALLINIS BRAINERD LLC:							
100							
88735	ROSALLINIS BRAINERD LLC	06/09/2025	07/09/2025	582.00	0.00	Paid	Y
	MAY 2025 CONCESSION PIZZAS - LESS	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			582.00			
	Total for vendor 4419 - ROSALLINIS BRAINERD LLC:			582.00	0.00		
Vendor 3793 - SAFETYFIRST PLAYGROUND EQUIPMENT:							
9799							
88746	SAFETYFIRST PLAYGROUND EQUIPMENT	06/01/2025	07/09/2025	3,251.30	0.00	Paid	Y
	PLAYGROUND SURFACING	pziemer					07/09/2025
400-5200-45500	PARKS CAPITAL OUTLAY			3,251.30			
	Total for vendor 3793 - SAFETYFIRST PLAYGROUND EQUIPMENT:			3,251.30	0.00		
Vendor 2452 - SCHULZ, JAMES:							
6/16/25							
88717	SCHULZ, JAMES	06/16/2025	07/09/2025	17.23	0.00	Paid	Y
	REIMBURSE - PLUNGER PURCHASE	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			17.23			
	Total for vendor 2452 - SCHULZ, JAMES:			17.23	0.00		
Vendor 0344 - WASTE PARTNERS INC:							
56X01202							
88917	WASTE PARTNERS INC	06/30/2025	07/09/2025	936.00	0.00	Paid	Y
	JUN 25 PARKS DEPT WASTE	pziemer					07/09/2025
230-5200-43380	UTILITIES			936.00			
56X01195							
88918	WASTE PARTNERS INC	06/30/2025	07/09/2025	196.56	0.00	Paid	Y
	JUN 25 CAMPGROUND WASTE	pziemer					07/09/2025
230-5280-43380	UTILITIES			196.56			
	Total for vendor 0344 - WASTE PARTNERS INC:			1,132.56	0.00		
Vendor 3914 - WATSON COMPANY:							

07/18/2025 08:28 AM
User: lasbach
DB: Brainerd

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BOTH OPEN AND PAID

Page: 6/8

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
150329							
88752	WATSON COMPANY	06/17/2025	07/09/2025	104.75	0.00	Paid	Y
	CONCESSIONS - CANDY/SEEDS	pziemer					07/09/2025
	230-5204-42210	OPERATING SUPPLIES		104.75			
150330							
88753	WATSON COMPANY	06/17/2025	07/09/2025	126.77	0.00	Paid	Y
	CONCESSIONS - CANDY, CHIPS	pziemer					07/09/2025
	230-5204-42210	OPERATING SUPPLIES		126.77			
150328							
88754	WATSON COMPANY	06/17/2025	07/09/2025	279.57	0.00	Paid	Y
	CONCESSIONS - CANDY, SEEDS, CHEESE	pziemer					07/09/2025
	230-5204-42210	OPERATING SUPPLIES		279.57			
	Total for vendor 3914 - WATSON COMPANY:			511.09	0.00		
Vendor 4305 - WRUCK SEWER & PORTABLE RENTAL LLC:							
I27946							
88672	WRUCK SEWER & PORTABLE RENTAL LLC	06/09/2025	07/09/2025	470.00	0.00	Paid	Y
	MAY 2025 PORTABLE RENTALS	pziemer					07/09/2025
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5200-43410	RENTAL EXPENSE		335.00			
	Total for vendor 4305 - WRUCK SEWER & PORTABLE RENTAL LLC:			470.00	0.00		
PCard: 2257 U.S. BANK Card Holder: CITY HALL							
Vendor 3698 - AMAZON:							
6/17-25 - 4							
88829	AMAZON	06/17/2025	07/09/2025	16.17	0.00	Paid	Y
	MOVIES IN THE PARK - RENTAL/GOONIES	pziemer					07/09/2025
	230-5211-42210	OPERATING SUPPLIES		16.17			
6/13/25							
88830	AMAZON	06/13/2025	07/09/2025	16.98	0.00	Paid	Y
	KEY RING LABEL TAGS	pziemer					07/09/2025
	230-5200-42220	REPAIR & MAINT		16.98			
	Total for vendor 3698 - AMAZON:			33.15	0.00		
Total PCard: 2257 U.S. BANK Card Holder: CITY HALL				33.15	0.00		

07/18/2025 08:28 AM

User: lasbach

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 06/17/2025 - 07/17/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 7/8

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

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

Vendor 3711 - COSTCO:

6/9/25							
88824	COSTCO	06/09/2025	07/09/2025	38.91	0.00	Paid	Y
	CONCESSIONS - WATER/HOTDOGS	pziemer					07/09/2025
	230-5204-42210	OPERATING SUPPLIES		38.91			
6/20/25							
88825	COSTCO	06/20/2025	07/09/2025	85.43	0.00	Paid	Y
	CONCESSIONS - HOT DOGS/BUNS	pziemer					07/09/2025
	230-5204-42210	OPERATING SUPPLIES		85.43			
		Total for vendor 3711 - COSTCO:		124.34	0.00		

Vendor 0900 - CUB FOODS - BRAINERD:

6/4/25							
88826	CUB FOODS - BRAINERD	06/04/2025	07/09/2025	13.96	0.00	Paid	Y
	CONCESSIONS - HOT DOGS/BUNS	pziemer					07/09/2025
	230-5204-42210	OPERATING SUPPLIES		13.96			
		Total for vendor 0900 - CUB FOODS - BRAINERD:		13.96	0.00		

Vendor 2277 - GEMPLER'S:

6/18/25							
88823	GEMPLER'S	06/18/2025	07/09/2025	746.24	0.00	Paid	Y
	TREE WRAP/WATER RINGS	pziemer					07/09/2025
	235-3100-43300	DNR - USI PROFESSIONAL SERVICES		746.24			
		Total for vendor 2277 - GEMPLER'S:		746.24	0.00		

Vendor 4308 - SWANK MOTION PICTURES:

6/16/25							
88827	SWANK MOTION PICTURES	06/16/2025	07/09/2025	510.00	0.00	Paid	Y
	MOVIES IN THE PARK - RIGHTS/GOONIES	pziemer					07/09/2025
	230-5211-42210	OPERATING SUPPLIES		510.00			
		Total for vendor 4308 - SWANK MOTION PICTURES:		510.00	0.00		

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

1,394.54 0.00

07/18/2025 08:28 AM

User: lasbach

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 06/17/2025 - 07/17/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 8/8

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
# of Invoices:	45	# Due:	0	Totals:	61,748.28	0.00	
# of Credit Memos:	1	# Due:	0	Totals:	(19.12)	0.00	
Net of Invoices and Credit Memos:					61,729.16	0.00	

--- TOTALS BY GL DISTRIBUTION ---

230-5200-42209	SAFETY EQUIPMENT SUPPLIES	44.82	
230-5200-42220	REPAIR & MAINT	3,503.25	
230-5200-42240	SMALL TOOLS	99.90	
230-5200-43321	TELEPHONE	467.46	
230-5200-43380	UTILITIES	1,140.64	
230-5200-43381	BPU UTILITIES	11,892.05	
230-5200-43410	RENTAL EXPENSE	335.00	
230-5204-42210	OPERATING SUPPLIES	2,285.12	
230-5211-42210	OPERATING SUPPLIES	526.17	
230-5215-42210	OPERATING SUPPLIES	135.00	
230-5225-42220	REPAIR & MAINT	1,267.29	
230-5280-43321	TELEPHONE	150.35	
230-5280-43380	UTILITIES	707.57	
235-3100-43300	PROFESSIONAL SERVICES	746.24	
400-5200-45500	PARKS CAPITAL OUTLAY	3,251.30	
400-9050-45530	CAPITAL - OTHER	35,177.00	

--- TOTALS BY FUND ---

230 - PARK & RECREATION FUND	22,554.62	0.00
235 - STREET & SEWER FUND	746.24	0.00
400 - CAPITAL PROJECTS FUND	38,428.30	0.00

--- TOTALS BY DEPT/ACTIVITY ---

3100 - S & S MAINTENANCE	746.24	0.00
5200 - PARK MAIN/ADMINISTRATION	20,734.42	0.00
5204 - CONCESSIONS	2,285.12	0.00
5211 - SPECIAL EVENTS PROGRAM	526.17	0.00
5215 - ADULT SOFTBALL	135.00	0.00
5225 - MEMORIAL BENCHES & TREE PRC	1,267.29	0.00
5280 - CAMPGROUND	857.92	0.00
9050 - CAPITAL PROJECTS-MISC	35,177.00	0.00

As of June 30, 2025

	Park Maintenance		Pond Hockey		Outdoor Rinks		Concessions		Tournaments		Special Events	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Taxes and Penalties	35,000	12,690	-	-	-	-	-	-	-	-	-	-
Total Rev fr Other Gov'ts	-	34,728	-	-	-	-	-	-	-	-	-	-
Charges for Services - User Fees	12,250	10,104	2,000	200	-	-	30,000	13,318	2,500	1,800	3,000	1,500
Other Revenue												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	8,100	-	-	-	-	-	-	-	-	-	-
Misc. Program Revenue	1,000	-	-	-	-	-	-	-	-	-	-	-
Misc. Revenue	1,000	1,166	-	-	-	-	-	-	-	-	-	-
Total Other Revenue	2,000	9,266	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	49,250	66,787	2,000	200	-	-	30,000	13,318	2,500	1,800	3,000	1,500
Total Personal Services	913,297	385,820	444	97	11,637	11,644	20,684	2,716	-	2,376	-	261
Supplies												
Office and Operating Supplies	8,350	10,215	725	248	400	-	27,500	7,146	2,500		3,000	1,397
Motor Fuels	22,000	5,695	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	80,000	21,643	-	73	-	-	-	-	-	-	-	-
Repairs & Maintenance - Mills Field	10,000	1,022	-	-	-	-	-	-	-	-	-	-
Small Tools	2,000	834	-	-	-	-	-	-	-	-	-	-
Total Supplies	122,350	39,410	725	321	400	-	27,500	7,146	2,500	-	3,000	1,397
Services												
Professional Services	41,375	1,530	-	-	-	-	-	-	-	-	-	-
Computer Technical Support	6,825	3,027	-	-	-	-	-	-	-	-	-	-
Telephone	3,804	2,475	-	-	-	-	-	-	-	-	-	-
Postage	50	44	-	-	-	-	-	-	-	-	-	-
Professional Development	3,000	5,304	-	-	-	-	-	-	-	-	-	-
Lease Payments	80,186	38,847	-	-	-	-	-	-	-	-	-	-
Printing/Legal Publications	1,000	123	-	-	-	-	-	-	-	-	-	-
Insurance	27,726	18,530	-	-	-	-	-	-	-	-	-	-
Utilities	117,900	39,647	-	-	-	-	-	-	-	-	-	-
Rent Expense	1,785	105	-	-	-	-	-	-	-	-	-	-
Miscellaneous	2,000	737	-	-	-	-	-	-	-	-	-	-
Dues and Subscriptions	1,389	1,690	-	-	-	-	-	-	-	-	-	-
Total Services	287,040	112,059	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	1,322,687	537,288	1,169	419	12,037	11,644	48,184	9,862	2,500	2,376	3,000	1,658
Other Revenue (Expenses)												
Sale of Assets	9,000	48,068	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	9,000	48,068	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	(1,264,437)	(422,433)	831	(218)	(12,037)	(11,644)	(18,184)	3,456	-	(576)	-	(158)

As of June 30, 2025

	Kickball		Adult Softball		Pickleball		Campground		GRAND TOTAL	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Taxes and Penalties	-	-	-	-	-	-	-	-	35,000	12,690
Total Rev fr Other Gov'ts	-	-	-	-	-	-	-	-	-	34,728
Charges for Services - User Fees	3,000	-	50,000	31,880	2,000	803	75,000	32,126	179,750	91,732
Other Revenue										
Interest Income	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	-	-	-	-	-	8,100
Misc. Program Revenue	-	-	-	-	-	-	-	-	1,000	-
Misc. Revenue	-	-	-	-	-	-	-	190	1,000	1,356
Total Other Revenue	-	-	-	-	-	-	-	190	2,000	9,456
TOTAL REVENUES	3,000	-	50,000	31,880	2,000	803	75,000	32,316	216,750	148,605
Total Personal Services	2,975	-	28,493	5,878	-	-	-	-	977,529	408,792
Supplies										
Office and Operating Supplies	575	150	15,400	15,103	1,050	258	500	2,056	60,000	36,573
Motor Fuels	-	-	-	-	-	-	-	-	22,000	5,695
Repairs & Maintenance	-	-	5,000	-	-	-	1,500	302	86,500	22,018
Repairs & Maintenance - Mills Field	-	-	-	-	-	-	-	-	10,000	1,022
Small Tools	-	-	-	-	-	-	-	-	2,000	834
Total Supplies	575	150	20,400	15,103	1,050	258	2,000	2,358	180,500	66,143
Services										
Professional Services	-	-	-	-	-	-	-	-	41,375	1,530
Computer Technical Support	-	-	-	-	-	-	-	-	6,825	3,027
Telephone	-	-	-	-	-	-	1,200	315	5,004	2,791
Postage	-	-	-	-	-	-	-	-	50	44
Professional Development	-	-	-	-	-	-	-	-	3,000	5,304
Lease Payments	-	-	-	-	-	-	-	-	80,186	38,847
Printing/Legal Publications	-	-	-	-	-	-	-	-	1,000	123
Insurance	-	-	-	-	-	-	-	-	27,726	18,530
Utilities	-	-	-	-	-	-	7,000	911	124,900	40,558
Rent Expense	-	-	-	-	-	-	-	-	1,785	105
Miscellaneous	-	-	-	-	-	-	-	-	2,000	737
Dues and Subscriptions	-	-	-	-	-	-	-	-	1,389	1,690
Total Services	-	-	-	-	-	-	8,200	1,226	295,240	113,285
TOTAL OPERATING EXPENSES	3,550	150	48,893	20,981	1,050	258	10,200	3,584	1,453,269	588,219
Other Revenue (Expenses)										
Sale of Assets	-	-	-	-	-	-	-	-	9,000	48,068
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	-	-	-	-	-	-	-	-	9,000	48,068
TOTAL REVENUE OVER/(UNDER)	(550)	(150)	1,107	10,900	950	545	64,800	28,732	(1,227,519)	(391,546)



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 #3856

Authorized On: 06/27/2025 01:48 PM

NOTE: Rental

Location

Kiwanis Park
1101 East River Road
Brainerd, MN 56401

Permit Holder

Tessa Capelle
24313 Wild Wings Way
Nisswa, MN 56468

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Kiwanis Park	Kiwanis Park Pavilion 1	Sat, Sep 20th 2025	08:00 AM-11:00 AM	3.00	\$70.00
				TOTAL:	\$70.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Kiwanis Park	Kiwanis Park Pavilion 1	Sep 20, 2025 8:00 AM-11:00 AM	\$70.00	\$70.00	\$0.00
TOTAL:			\$70.00	\$70.00	\$0.00

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
90146506	06/27/2025 01:48 PM	Credit/Debit	\$75.51
			TOTAL: \$75.51

PROMPT RESPONSES

Location	Facilities	Date	Days
Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	Sat

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

Response: It would be great if bathrooms could be open and usable for runners and volunteers by 7:45 am

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	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: Microphone and small speaker to make announcements and sing National Anthem prior to race start.

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	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: NO

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	Sat
--------------	-------------------------	------------	-----

#4 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.

Response: No

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	Sat
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#5 - Type of Event Description of Activities

Response: Warrior Homecoming 5K Run/Registration

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	Sat
--------------	-------------------------	------------	-----

#6 - Number of people attending the event.

Response: 150

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	Sat
--------------	-------------------------	------------	-----

#7 - Times you will be in/out of the pavilion. Please include setup and cleanup in the times.

Response: 7:30-11:00

Kiwanis Park	Kiwanis Park Pavilion 1	09/20/2025	Sat
--------------	-------------------------	------------	-----

#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 on an outside post. Water is available only if the restrooms are open. 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/Parks>

Registration/Payment Receipt 92030182

07/17/2025 01:31 PM

Account Information

We Are The Clinic
 Jenna Weiss
 615 Oak St
 Brainerd, MN 56401

Payment

Credit/Debit
 Ending in 2644
 Merchant Code
 815c3f34-f92b-4bc1-b359-
 b623232d5853

\$161.81

Received By

Lisa Asbach at Lum Park
 Campground

Item	Amount Paid
Lyman P. White Park Amphitheater Aug 21, 2025 8:00 AM-10:00 PM - Rate: \$150/Multi-Day - PERMIT #3935	\$150.00
Subtotal	\$150.00
State Tax (6.875%)	\$10.31
County Tax (0.5%)	\$0.75
City Tax (0.5%)	\$0.75
Total Payment	\$161.81

Prompt(s)

Type of Event Description of Activities Fundraiser

Number of people attending the event. 100

How often will this event be held? One Time

What type of Organization is this? Profit or Non Profit? Non Profit

Times you will be in/out of the Amphitheater. Please include setup and cleanup in the times. 3:33-6:30

Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.

Yes- Band

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. Yes

Does your event require additional restrooms? If so, what company is contracted for restrooms and where will they be located? No

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? Yes-Food Truck

Will you require additional Trash Disposal? If so, what company is contracted for Trash Disposal? No

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. Yes

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. No

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. No

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. No

Does your event have any other special considerations? If so, please describe. No

Sales Tax Exempt? (We Are The Clinic) No

Waiver(s)

Amphitheater Rental

Rental fees must be paid at the time of reservation. 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.

Please note, your event may require park board approval, depending on the type of event, size, and if there will be amplified sound or vendors, etc. We will be in contact if we require additional applications or if your event is not approved, in which case, you will be refunded.

General Park Rules Apply and in Addition:

- ABSOLUTELY NO PARKING ON ANY GRASS
- A-frame (sandwich board) signs may be rented from the City for use at your event. Due to the irrigation system throughout the park, no posts are allowed in the ground. No hanging signs on any facilities. Any supplemental signage or banners must be placed on temporary posts or hangers (i.e. skid-mounted).
- The park will follow the City Code requirements with no exceptions on all amplified sound, making sure all noise concludes by 10:00 pm. Any event with amplified sound will require Park Board approval.
- Liability insurance may be required for larger events.
- Should you need to set up for an event the day before, you would be required to pay for the additional day. Overnight storage is at your own risk. NO OVERNIGHT CAMPING ALLOWED.
- All trash generated by your 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. Small canopies up to 12' X 12' are allowed; large tent canopies are not. No staking tents, weighted measures to be used to hold tents in place.

All trash generated by my group must be picked up and disposed of properly in the receptacles provided.

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.

Thank you for reserving one of our facilities - we appreciate your business! Please note, your event may require park board approval, depending on the type of event, size, and if there will be amplified sound or vendors, etc. We will be in contact if we require additional applications or if your event is not approved, in which case, you will be refunded.



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 #3800

Authorized On: 06/11/2025 06:03 PM

NOTE: Rental

Location

Gregory Park
424 5th Street N
Brainerd, MN 56401

Permit Holder

Brainerd Lakes Pride
312 Hazel Ave
Pillager, MN 56473

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Gregory Park	Gregory Park Pavilion with optional Kitchenette	Sat, Sep 13th 2025	08:00 AM-04:00 PM	8.00	\$70.00
					TOTAL: \$70.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Gregory Park	Gregory Park Pavilion with optional Kitchenette	Sep 13, 2025 8:00 AM-4:00 PM	\$70.00	\$70.00	\$0.00
			TOTAL:	\$70.00 \$70.00	\$0.00

PAYMENTS

RECEIPT #	DATE/TIME	DESCRIPTION	AMOUNT
88610725	06/11/2025 06:03 PM	Credit/Debit	\$75.51
			TOTAL: \$75.51

PROMPT RESPONSES

Location	Facilities	Date	Days
Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat

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

Response: The Wondertrek Museum would like to be able to drive on and park in the center of the park on concrete to set up and then clean up.

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat
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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. 2 speakers running family friendly music.

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	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: We are trying to get food vendors. We understand they need to register with the parks and rec board and have their own insurance. We usually get the ice cream.

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat
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#4 - Do you have equipment requiring electrical usage? If so, describe the type of equipment to be used.

Response: Yes, Music Speakers and Crockpots

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat
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#5 - Type of Event Description of Activities

Response: 5th annual Pride in the Park Celebration

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat
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#6 - Number of people attending the event.

Response: 150

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat
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#7 - Times you will be in/out of the pavilion. Please include setup and cleanup in the times.

Response: Vendor event from 10-4. Everything will be cleaned out of the pavilion by 4pm

Gregory Park	Gregory Park Pavilion with optional Kitchenette	09/13/2025	Sat
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#8 - Sales Tax Exempt?

Response: Yes

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

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: July 22, 2025

TITLE OF ITEM: YMCA Fall Slow Pitch Softball Program

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Fall slow pitch softball will be facilitated by the Brainerd YMCA in place of the previously canceled program through Community Education. The YMCA will manage registration, scheduling, and operations.

Details:

- Program Dates: August 19th - September 19th
- Time: 5:30PM - 7:30PM
- Location: Buffalo Hills Park
- Registration Opens: July 14th

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: N/A

RECOMMENDED ACTION/MOTION: Acknowledge the program transition and provide any necessary support or coordination from the Parks and Recreation Department.

FINANCIAL IMPACT: N/A



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Provide City Council Advisory Approval of LoonFest Contract for Mills Field Concerts

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: LoonFest representatives are seeking approval to host a concert at Mills Field in September 2025.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached is the draft contract for LoonFest staff and City Council to sign.

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

Performance and Venue Agreement

This Agreement is made on this ____ day of _____, **20**, between:

The Host: City of Brainerd

The Artist/Venue Renter: [Performer or Renter Name, Group/Agent Name, Address, Email, Phone Number]

The parties agree as follows:

1. Event Details

- **Event Name:** _____
- **Date:** _____
- **Time:** From _____ to _____
- **Location:** _____
- **Performance Details:** [Set length, number of sets, program type]

2. Compensation

- **Performance Fee / Rental Fee:** \$_____ Payable by City of Brainerd to LoonFest within 10 business days after event completion and invoice submission.
- Fee includes all costs (travel, lodging, prep, etc.) unless otherwise agreed in writing.

3. Invoices and Payment

- Invoice must include:
 - Artist/Venue Name
 - Event date
 - Address
 - Purchase Order (if applicable)
- Send invoice to: [Email or physical address]

If W-9 or registration requirements are not met, payment may be delayed.

4. Cancellations

- **By Host:**
 - If canceled **more than 60 days** before event, no fee is owed.
 - If canceled **within 60 days**, 50% of agreed payment is due unless due to Force Majeure.
 - **By Artist/Venue:**
 - Cancellation within 60 days may require repayment of any fees already received and/or cancellation charges.
 - **Force Majeure:**
 - Neither party is liable for delays due to uncontrollable events (e.g., weather, acts of God, government shutdowns, etc.).
-

5. Insurance Requirements (if applicable)

The Artist or Renter shall provide:

- General Liability: \$1M per occurrence / \$2M aggregate.
 - Workers Comp (if applicable under state law).
 - The Host must be named as additional insured. Proof must be submitted 10 days prior to event.
-

6. Use of Space / Equipment

- Artist or Renter agrees to accept venue in "as-is" condition.
 - Use must not interfere with other operations.
 - Artist shall use provided sound/lighting unless otherwise arranged in writing.
 - All repairs due to damage caused during the event are the Artist's or Renter's responsibility.
-

7. Merchandise (if applicable)

- Artist may sell merchandise if agreed in advance.
 - Host may charge up to:
 - **20%** of gross sales (if Artist sells)
 - **25%** of gross sales (if Host provides sellers)
 - Artist is responsible for collecting and remitting all applicable sales tax.
-

8. Marketing and Promotion

- Artist or Renter shall not use Host's name, logo, or venue name in marketing without prior written approval.
 - Artist may be required to participate in limited promotional efforts (e.g., interviews, submitting media kits).
-

9. Indemnification

The Artist or Renter agrees to defend, indemnify and hold harmless the Host from all liabilities arising from performance or use of venue, including any property damage, injuries, or violations of law.

10. Licensing and Rights

- Artist is responsible for music licensing unless otherwise covered.
 - The Host may record or photograph portions of the event for archival or promotional use.
 - No full recording of performance is permitted without mutual written consent.
-

11. Independent Contractor Status

Artist is not an employee of the Host. All taxes, insurances, and licenses are the Artist's or Renter's responsibility.

12. Legal and Miscellaneous

- Governing Law: [Insert state—e.g., Minnesota or Nevada]
 - Entire Agreement: This document represents the full agreement and supersedes any prior discussions.
 - Amendments must be in writing and signed by both parties.
-

13. Signatures

HOST / ORGANIZATION

By: _____

Title: _____

Date: _____

ARTIST / RENTER

By: _____

Title: _____

Date: _____



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Approval to Seek Grant to Extend Height of Fence Line at Memorial Softball Fields

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE:

Staff is requesting approval to pursue a grant opportunity to fund improvements at the Memorial Park softball fields. The proposed project includes:

- **Extending the height of the fence to the sidelines and backstops** to provide additional protection for spectators.
- **Install a fence extension near the pickleball courts** to improve safety, reduce interference with adjacent properties, and enhance overall playability (to protect the pickleball players).

These enhancements aim to increase the functionality and safety of the fields and courts for all users.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve staff to seek and apply for grant funding for fence enhancements at the Memorial Park softball fields.

FINANCIAL IMPACT:



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Discussion of Softball League Rules and Ejections

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Kayla Huether, Recreation Specialist

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Explain the Softball rules and ejection policy.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: If the ejection is minor, the player and/or team will be allowed to return to play the next following league game. If the ejection is major, there is a 10 day suspension and player/team manager would be required to attend the next Park Board meeting and explain the situation. The Park Board would then decide if the player/team is allowed back to play in the league (after the 10 day suspension).

RECOMMENDED ACTION/MOTION: N/A

FINANCIAL IMPACT: N/A



2025 Men's Adult Softball League Rules

BRAINERD PARKS AND RECREATION IS SANCTIONED THROUGH MINNESOTA USA SOFTBALL AND OUR LEAGUE WILL ABIDE BY THEIR RULEBOOK FOR ALL OTHER RULES THAT ARE NOT SPECIFICALLY MENTIONED OR MODIFIED BELOW.

I. Rosters/Subbing

- a. MS2 teams may have 1(one) A or B classified player or 2(two) C players total on their roster. They are not allowed to have 1 A player and 1 C player, 1 B player and 1 C player, more than 1 A or B player, or more than 2 C players. A list of Minnesota A, B, & C players will be provided to the teams. Everyone else who is D or under can play in any quantity on teams. If you are playing MS1 you will not be assigned a classification, those are assigned by the state. If you don't know your classification, there's a solid chance you don't have one. But, to check, go into gosoftball.com there should be current player classifications.
- b. Rosters are handed out in your manager packets. It is recommended team managers fill out their roster online using www.gosoftball.com and have a printed copy to turn in first night of softball. Printed Rosters still need to have signatures next to the names to make players legal. We keep rosters in the concession stand in a binder. Players must sign a roster before they step foot onto the field. If you intend to sanction a different team than your league team, please have your tournament team on gosoftball.com and turn in a paper roster for your league team.
 - a. A player can only be on one roster within their league. i.e. MS1 or MS2.
 - b. If a player is not on any other roster within the league and they are "subbing" on your team; they must sign your roster before they play; "Sub" wisely. Once you sign the roster you cannot join any other team.
 - c. Players must have their name written in the manuscript and then a signature next to their name.
 - d. Rosters will be finalized on the last night of "League" play before the End of Season Tournament. You will not be able to have someone sign the roster right before the 6 p.m. game of playoffs.
 - e. NO FORGING SIGNATURES.
- c. Both Men's leagues are only allowed 1 inner league sub. The inner league sub can only be used if it is to make the game legal; being the 9th player. The inner league sub cannot be the 10th player. There are no inner league subs or additional subs allowed in the End of Season Tournament. All players that are playing in playoffs MUST be on your roster.

II. Number of Players

- a. A team may start with 8 players but must end with 9 players. Teams may not bat more than 12 players.

III. Home Team

- a. League Play: The "Home" team will be determined by schedule.
- b. Tournament Play: High seed is "Home" throughout the tournament.
- c. Championship Game of Tournament: In the Championship game only, the undefeated team shall decide the home team
- d. "If" game of Tournament: "Home" team is determined by a coin flip.
- e. Responsibilities: The "Home" team is responsible for raking/dragging the field before the game to help eliminate the chance of a bad hop. The "Home" team at the end of the night is responsible for putting away the field equipment so that it does not get stolen.

IV. Home Runs

- a. In the MS1 and MS2 League and Tournament play teams will be allowed 4 home runs. No "1 upping". In-the-park home runs do not count toward your home run limit.

V. Pitching

- a. The ball shall be delivered with perceptible arc and reach a height at least 6 feet from the ground, while not exceeding a maximum height of 10 feet from the ground.
 - i. The pitcher may take a position from the front edge of the pitcher's plate to 6 feet behind the pitcher's plate within the 24-inch width of the pitcher's plate with both feet

firmly on the ground.

- ii. Section 5- Foreign Substance: A defensive player shall not, at any time during the game, be allowed to use any foreign substance upon the ball, the pitching hand or the fingers. Under the supervision and control of the umpire, power resin may be used to dry the hands. The pitcher may wear tape on the fingers or a sweatband on the wrist or forearm of the pitching arm. Batting gloves shall not be worn on the pitching hand.
- iii. The pitcher has 5 seconds to deliver the ball. If the ball is not delivered in 6 or more seconds, an illegal pitch is called and a ball is assigned if the batter chooses not to swing.

VI. Equipment

a. Softballs

- i. Teams will be provided with a season's worth of balls (2 dozen). Teams will bat their own softballs. They must use the 12" Composite 52/300 AD STARR Tattoo Softballs provided by Brainerd Parks and Recreation or purchased elsewhere. The teams may choose to use the softballs at the rate they desire. If you need new softballs because you ran out, then you will need to purchase more. \$6/ball or \$67 dozen.

b. Facemasks

- i. Facemasks for the infielders are recommended but not required. By signing the roster, you assume the risk of potentially taking a ball to the face and the injuries that you could incur.

c. Bats

- 1. The official bat made up of the knob, handle, grip, taper, barrel and end cap shall be free of burrs, dents, cracks, sharp edges, rattles and show no signs of excessive wear. The official bat may be marked OFFICIAL SOFTBALL by the manufacturer and shall be no more than 34 inches long nor exceed 38 ounces in weight. The official bat shall not be more than 2.250 inches in diameter at its largest part, including any tolerance for expansion. The official bat must bear either the 2000



Mark.

Certification Mark, 2004 Certification Mark, or 2013 Certification Mark (Slow Pitch, Men's Adult Fast Pitch, Junior Olympic Boy's Fast Pitch and Men's Modified only), as shown below and must not be listed on the USA Softball Non-Approved Bat List with 2000 or 2004 Certification

NOTE: USA Softball has begun transitioning to the new USA Softball Certification Marks for the 2020 calendar year. On behalf of equipment manufacturers, the USA Softball Equipment Testing and Certification Committee requested that the new certification marks be approved for the 2019 calendar year and the USA Softball Board of Directors approved the new marks (seen here) for 2019 USA Softball Championship Play. The Official Rules of Softball, Rule 3, Sections 1 and 3 will be updated for 2020 to identify the new Certification Marks for Championship Play.



AND

- 2. must be included on a list of approved bat models published by USA Softball

OR

3. must, in the sole opinion and discretion of the umpire, have been manufactured prior to 2000 and if tested, would comply with USA Softball Bat Performance Standard. This includes wooden bats.

VII. Time Limit/Game Duration

- a. The time limit is 60 minutes or 7 innings during league play.
 - i. Stipulations
 1. If the visiting batter is in the batter's box OR the fielding team is in the field ready to field before the clock strikes zero a new inning is to be played.
 2. Run Rule:
 - a. 20 run-rule after 3 innings; 15 run-rule after 4 innings; 10 run-rule after 5 innings.
 - b. If the run rule does occur, teams have the option to remain on the field to scrimmage with or without an umpire until 5 minutes before game start of the next game. E.g., the 6:00 p.m. game is finished by run-rule at 6:30 p.m. Those two teams playing may continue to play "for fun" until 6:55 p.m.
 3. Tie Game:
 - a. If the game is tied after 7 innings or the time limit is exhausted, teams will have the opportunity to try to break tie once. Starting with the top of the next inning the visiting team shall begin its turn at bat with the player who is scheduled to bat last in that respective half inning being placed on second base. (E.g. if the number five batter is the lead-off batter, the number four batter in the batting order will be placed on second base.
 - i. A courtesy runner may be used for that runner. Same courtesy rules apply.
 - ii. A rostered substitute may be used, however once subbed out that player may not re-enter. You will want to communicate the substitution to the ump.
 - ii. A game called by the umpire shall be regulated if five or more complete innings have been played.
 1. The umpire is empowered to call a game at any time because of darkness, rain, fire, panic, or any other cause that places the patrons or players in peril.
 2. Games that are not considered regulation shall be resumed at the exact point where they stopped.
- b. There is no time limit on games in the End of Season Tournament.

VIII. League Standings

- a. We will be including the end of season tournament games as part of your winning percentage. So, if for some reason you get the #1 seed in MS2 that doesn't necessarily mean you will be the team to move up next year. The top winning percentage in MS2 will be forced to move to MS1 (one for 2025 season), and opposingly the lowest winning percentage in MS1 will have the option to move down (just one team for 2025 season). If this changes due to enrollment numbers, you will be notified, and the rules will be modified.
 - i. League standings are updated daily on our city website. If for some reason you notice an error email the league coordinator immediately to be corrected.

IX. Rule Emphasis

- a. In-Field-Fly
 - i. A fair fly ball, not including a line drive or an attempted bunt, which can be caught by an infielder, pitcher, or catcher with ordinary effort (if they have to dive for it, it is not an infield fly) when first and second, or first, second and third bases are occupied with less than two outs.
 - ii. The batter is out. Runners may advance at their own risk.
 - a. Why is this important? If this wasn't a rule people would purposely drop the ball and get an easy double or triple play.

b. Batter's Box

- i. Prior to the pitch, the batter must have both feet completely within the lines of the batter's box. The batter may touch the lines, but no part of the foot may be outside the lines prior to the pitch.
- ii. If a player intentionally wipes the box an automatic strike is assigned. -LEAGUE RULE
- iii. Automatic out is assigned:
 1. When an entire foot is touching the ground completely outside the lines of the batter's box at the time the ball makes contact with the bat.
 2. When any part of a foot is touching home plate at the time the ball makes contact with the bat.
 1. When the batter leaves the batter's box and returns to the box and makes contact with the ball.

c. Catcher

- i. The catcher must catch in the catcher's box. They must remain in this area until the pitched ball is batted, touches the ground, plate, or batter, or the ball reaches the catcher's box.
- ii. Catchers may not get in the way (obstruct) of the runner who is legally running the bases unless the catcher is in possession of the ball.

d. Strike Zone

- i. We are using a mat this year. If it hits the mat, it is a strike. If it hits the plate - including the black of the plate it is a ball.

e. Courtesy Runner

- i. Adult Slow Pitch Courtesy Runner. 1 A courtesy runner is officially in the game when reported to the plate umpire. 2 Any eligible player may be a courtesy runner once per inning for any player other than the pitcher. This player or any other eligible player may also courtesy run for the pitcher whenever the pitcher is on base.
- ii. Any eligible players that may participate on offense or defense and are on the official line-up including available substitutes may be used as a courtesy runner. In Coed two courtesy runners are allowed for players other than the pitcher, one male and one female. All courtesy runners including those running for the pitcher must be of the same gender as the player they replace.

f. Ejections

- i. A player/fan/manager is removed from the game by the umpire usually for an unsportsmanlike act or conduct. Including but not limited to physical contact, verbal abuse, profanity, throwing equipment, and anything else by the umpire's discretion as unsportsmanlike.
- ii. If ejected, a person will be expected to leave the park IMMEDIATELY. We own the parking lot now, so they will need to leave there as well.
- iii. By policy if you are ejected it is an automatically assumed 10-day suspension. Please follow up with the league coordinator as they will discuss with the umpire the next day the severity. If the 10-day suspension is warranted player/fan/manager will need to appear in front of the sportsmanship committee; where a finalized penalty is assigned.

g. Miscellaneous

- i. No Metal Cleats
- ii. No Stealing
- iii. Females may not sub or play on a MS1 team.
- iv. You may only go to state with your highest rostered team; you will not be allowed to go to state with a lower team you play on.
- v. City Parks legally close at 10 p.m. if your game for some reason ends after 10 p.m. please leave the fields immediately.
- vi. Legally only 3.2% alcohol beer is allowed in our parks. No glass bottles in the park. If public intoxication, suspensions due to intoxication, or excessive littering starts occurring the police department will be contacted and we will have patrols swing through nightly to help monitor the situation.

- vii. A “Returning Team” will be defined the following year as you must have 5 returning players.



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Consider Discussions of Community Agreements In September and Fee Schedule In October

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: To review and outline future Park Board meetings to help staff balance workload and prepare appropriately.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff is recommending to have the three (YMCA, Community Ed and Brainerd Baxter Baseball Association) Community Agreements for 2026 presented in September and then the proposed Fee Schedule for the October meeting.

RECOMMENDED ACTION/MOTION: Direct staff to prepare 2026 Agreements for the September Park Board meeting and then the Fee Schedule for the October meeting.

FINANCIAL IMPACT:

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. — *Will not be possible this year possible in future. of 3/11/25*
 - 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: 3/25/25

Signature: _____

Title: _____

Date: _____

Independent School District No. 181

Signature: _____

Title: Director of Community Education

Date: 3/17/25

Signature: Mara Jh

Title: Director of Community Education **Business Services**

Date: 3/17/2025

**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.

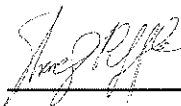
3. City Duties. The City shall continue to maintain the parks utilized by the programs, including maintenance and cleaning of restrooms. The City will stripe the soccer and kickball fields twice per year. The City shall purchase new equipment for use by the YMCA at City owned facilities if mutually agreeable 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: President Park Board
Date: 3/11/2025

Signature: _____
Title: _____
Date: _____

Brainerd Family YMCA

Signature: 
Title: CEO
Date: 3/11/25

Signature: _____
Title: _____
Date: _____



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Approval for 2026 Capital Budget

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): 15 Minutes

SUMMARY OF ISSUE: Review, modify and approve Capital Improvement Projects for 2026.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: See attached 2026 CIP Budget.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the proposed Capital Improvement Projects for 2026.

FINANCIAL IMPACT:

Park Location	Item	Replacement Year	Value (2023 Dollars)	Budget Amount	Comments	Catch Up Amount	2% per Year	Catch Up Funding	Immediate Funding	Staff Perform	Partner Perform	Available Today
Memorial	Main Playground	2026	\$ 100,000.00		Use park maintenance funds	\$ 60,000.00	\$ 2,000.00					\$ 2,180.79
Memorial	Stone arch roof assembly	2026	\$ 6,000.00	\$ 6,000.00	Catch up to have funds by apr bnd	\$ 3,000.00	\$ 120.00		Y			\$ 130.85
Memorial	West Parking Lot - shrink and convert to gravel	2027	\$ 75,000.00		Catch up to have funds by skate p	\$ 25,000.00	\$ 1,500.00	Y				\$ 1,635.59
Memorial	Shower building	2027	\$ 500,000.00	\$ 110,000.00	Estimate - \$110k in 2027, similar t	\$ 100,000.00	\$ 2,000.00					\$ 1,030.93
Jaycees	South side - 2 story block building (concessions-announcers booths - storage &	2027	\$ 400,000.00	\$ 20,000.00	~\$20k prep concession and bathr	\$ 133,333.33	\$ 8,000.00					\$ 8,723.15
Gregory	SE playground	2028	\$ 100,000.00			\$ 25,000.00	\$ 2,000.00	Y				\$ 2,180.79
Outfallson	4 wire fence backstop	2028	\$ 40,000.00		Current plan is for this to no longer	\$ 40,000.00	\$ 2,000.00					\$ 1,873.00
Kiwanis	Boom Lake Paved Trail	2028	\$ 120,000.00		Updated estimate from Jessie	\$ 30,000.00	\$ 2,400.00	Y				\$ 2,616.94
Lum	Sidewalks (bluminous) boat parking to ramp	2028	\$ 50,000.00			\$ 12,500.00	\$ 1,000.00					\$ 1,090.39
Bane	Miracle Field wispical painted surface	2028	\$ 100,000.00			\$ 25,000.00	\$ 2,000.00	Y				\$ 2,180.79
Bane	Playground with swings/slides, etc	2028	\$ 100,000.00			\$ 25,000.00	\$ 2,000.00					\$ 2,180.79
Bane	1 batting cage	2029	\$ 5,000.00		Ask Troy	\$ 1,000.00	\$ 100.00	Y				\$ 109.04
Gregory	Tennis court rain garden	2029	\$ 5,000.00			\$ 1,000.00	\$ 100.00			Staff		\$ 109.04
Jaycees	South side - 2 old scoreboards	2029	\$ 30,000.00		Look for sponsors/partners, Troy?	\$ 6,000.00	\$ 500.00					\$ 654.24
Jaycees	South side - 1 wooden garage, Approx. 20' x 20' - painted siding- old shingles	2029	\$ 50,000.00		Roofing important to save future \$	\$ 10,000.00	\$ 1,000.00					\$ 1,090.39
Lyman P. White	Bike Repair Tools	2029	\$ 3,200.00			\$ 640.00	\$ 64.00			Staff		\$ 89.79
Memorial	Mill field Scoring tower	2029	\$ 100,000.00			\$ 20,000.00	\$ 2,000.00					\$ 2,180.79
Memorial	Mill field Concession Stand	2029	\$ 600,000.00			\$ 120,000.00	\$ 12,000.00					\$ 13,084.72
Triangle	Dog waste bag holder	2029	\$ 500.00			\$ 100.00	\$ 10.00			Staff		\$ 10.90
Lum	Campground water spigot (freestanding)	2029	\$ 500.00			\$ 100.00	\$ 10.00					\$ 10.90
Lum	Beach and Retaining wall	2030	\$ 20,000.00		Current ARPA Project Scope	\$ 3,333.33	\$ 400.00					\$ 436.16
Lum	Main umbrella buildng (by beach)	2030	\$ 200,000.00		Current 2024 Capital Request	\$ 33,333.33	\$ 4,000.00					\$ 4,361.57
Memorial	East Parking Lot	2030	\$ 130,000.00		reclamation would be ~ twice the	\$ 21,666.67	\$ 2,600.00					\$ 2,835.02
Memorial	Mill field Sun deck	2030	\$ 200,000.00			\$ 33,333.33	\$ 4,000.00					\$ 4,361.57
Memorial	Mill field Netting	2030	\$ 75,000.00			\$ 12,500.00	\$ 1,500.00					\$ 1,635.59
Memorial	Mill field storage building	2030	\$ 100,000.00			\$ 16,666.67	\$ 2,000.00					\$ 2,180.79
Memorial	Field #3 dug outs	2030	\$ 10,000.00			\$ 1,666.67	\$ 200.00					\$ 218.08
Memorial	Field #2 dug outs	2030	\$ 10,000.00			\$ 1,666.67	\$ 200.00					\$ 218.08
Memorial	Field #1 dug outs	2030	\$ 10,000.00			\$ 1,666.67	\$ 200.00					\$ 218.08
Memorial	Rink nets/hoops	2030	\$ 3,000.00			\$ 500.00	\$ 60.00					\$ 654.24
Memorial	Water basin pumps	2030	\$ 10,000.00			\$ 1,666.67	\$ 200.00					\$ 218.08
Buster	Dog Waste Bag Dispenser x2	2031	\$ 500.00			\$ 71.43	\$ 10.00			Staff		\$ 10.90
Lum	Playground	2031	\$ 116,000.00		Consolidate existing equipment to	\$ 16,571.43	\$ 2,320.00					\$ 2,529.71
Memorial	Field #2 Lights	2031	\$ 200,000.00			\$ 42,000.00	\$ 4,000.00	Y				\$ 4,361.57
Memorial	Field #1 Lights	2031	\$ 200,000.00			\$ 42,000.00	\$ 4,000.00	Y				\$ 4,361.57
Buster	Chainlink Fence	2031	\$ 50,000.00		updated estimate based on mills fi	\$ 7,142.86	\$ 1,000.00					\$ 1,090.39
Kiwanis	Playground Equipment	2031	\$ 100,000.00			\$ 14,285.71	\$ 200.00					\$ 2,180.79
Kiwanis	Swing Set	2031	\$ 10,000.00			\$ 1,428.57	\$ 200.00					\$ 218.08
Kiwanis	Light Post x2	2031	\$ 12,000.00			\$ 1,714.29	\$ 240.00					\$ 261.69
Bane	Remove 2 asphalt parking lots & asphalt road through park + replace with berms	2032	\$ 100,000.00		remove and plant grass + convert	\$ 2,165.00	\$ 2,000.00	Y				\$ 2,180.79
Bane	Asphalt walkway 3 different directions through park	2032	\$ 45,000.00			\$ 6,625.00	\$ 900.00					\$ 981.35
Buffalo Hills	way finding signs	2032	\$ 500.00			\$ 62.50	\$ 10.00			Staff		\$ 10.90
Gregory	Basketball court	2032	\$ 12,000.00			\$ 1,500.00	\$ 240.00					\$ 261.69
Gregory	Basketball hoops x 3	2032	\$ 6,000.00			\$ 750.00	\$ 120.00			Staff		\$ 130.85
Buster	Wood Fencing	2033	\$ 500.00			\$ 55.56	\$ 10.00			Staff		\$ 10.90
Lum	Disc golf Holes	2033	\$ 8,000.00			\$ 888.89	\$ 160.00					\$ 174.46
Lum	Landingdock	2033	\$ 7,000.00			\$ 777.78	\$ 140.00					\$ 152.66
Lum	Disc golf tee boxes	2033	\$ 2,000.00			\$ 222.22	\$ 40.00					\$ 43.62
Memorial	Mills field Score Board	2033	\$ 50,000.00			\$ 5,555.56	\$ 1,000.00					\$ 1,090.39
Memorial	Bench/Signage Structure	2033	\$ 10,000.00			\$ 1,111.11	\$ 200.00					\$ 218.08
Jaycees	South side - 6 poles - (5 lights & 1 camera)	2034	\$ 35,000.00			\$ 3,500.00	\$ 700.00					\$ 763.28
Jaycees	South side - 1 batting cage	2034	\$ 5,000.00			\$ 500.00	\$ 100.00					\$ 109.04
Jaycees	South side - 1 L screen	2034	\$ 1,000.00			\$ 100.00	\$ 20.00					\$ 21.81
Kiwanis	Memorial Stone Pillar x2	2034	\$ 10,000.00			\$ 1,000.00	\$ 200.00					\$ 218.08
Gregory	SW playground	2034	\$ 80,000.00		Relocate next to south tennis cour	\$ 8,000.00	\$ 1,600.00	Y				\$ 1,744.63
Gregory	Little free library	2034	\$ 500.00			\$ 50.00	\$ 10.00				Partner	\$ 10.90
Kiwanis	Brainerd Brewing Rest Area	2034	\$ 2,500.00			\$ 250.00	\$ 50.00				Partner	\$ 54.52
Kiwanis	Brainerd Brewing Pillar	2034	\$ 5,000.00			\$ 500.00	\$ 100.00				Partner	\$ 109.04
Bane	1 Miracle field sign w/ 2 steel poles - Bonnie Cumberland memorial sign	2035	\$ 1,500.00			\$ 136.36	\$ 30.00					\$ 32.71
Gregory	Pressure rink string lights	2035	\$ 1,000.00			\$ 90.91	\$ 20.00			Staff		\$ 21.81
Memorial	Mill field Lights	2035	\$ 300,000.00			\$ 27,272.73	\$ 6,000.00					\$ 6,542.36
Kiwanis	College Drive Bridge Camera	2035	\$ 2,000.00			\$ 181.82	\$ 40.00					\$ 43.62
Kiwanis	Pavilion Cameras (2)	2035	\$ 4,000.00			\$ 363.64	\$ 80.00					\$ 89.79
Lyman P. White	Restroom Cameras	2035	\$ 4,000.00			\$ 363.64	\$ 80.00					\$ 89.79
Bane	3 large rubber mats outside main building	2038	\$ 3,000.00			\$ 214.29	\$ 60.00					\$ 65.42
Buster	Light Post x2	2038	\$ 5,000.00			\$ 357.14	\$ 100.00					\$ 109.04
Gregory	3 court tennis court fence	2038	\$ 50,000.00			\$ 3,571.43	\$ 1,000.00					\$ 1,090.39
Gregory	3 court tennis court lights x 4 poles	2038	\$ 200,000.00			\$ 14,285.71	\$ 4,000.00					\$ 4,361.57
Jaycees	North side - 1 pole with light	2038	\$ 4,000.00			\$ 418.43	\$ 90.00					\$ 98.14
Lyman P. White	Wood Playground	2038	\$ 40,000.00			\$ 2,857.14	\$ 800.00					\$ 872.31
Rotary	Community Garden	2038	\$ 50,000.00		Current ARPA Project Scope	\$ 3,571.43	\$ 1,000.00					\$ 1,090.39
Jaycees	South side - large gravel parking lot with many large boulders along north perim	2040	\$ 5,000.00			\$ 312.50	\$ 100.00					\$ 109.04
Memorial	Mills Field Block Storage Building	2040	\$ 80,000.00			\$ 8,000.00	\$ 1,000.00					\$ 1,090.39
Gregory	Fountain	2040	\$ 255,000.00			\$ 15,937.50	\$ 5,100.00					\$ 5,561.01
Lum	Play 2	2040	\$ 30,000.00			\$ 1,875.00	\$ 600.00					\$ 654.24
Memorial	Flower planter with stone surround	2040	\$ 1,000.00			\$ 125.00	\$ 20.00					\$ 21.81
Memorial	Field #3 Lights	2040	\$ 200,000.00			\$ 12,500.00	\$ 4,000.00					\$ 4,361.57
Memorial	Mill field Bleachers and Ramp systems	2040	\$ 200,000.00			\$ 12,500.00	\$ 4,000.00					\$ 4,361.57
Jaycees	South side - Varied height chain link fence perimeters - 6 gates - plastic yellow p	2041	\$ 100,000.00			\$ 2,180.26	\$ 2,000.00					\$ 2,180.79
Jaycees	South side - 4 chain link dugouts, concrete floors, wood/metal roofs, secured br	2041	\$ 20,000.00			\$ 1,176.47	\$ 400.00					\$ 436.16
Jaycees	South side - four 3 seat alum. bleachers - approx. 20' long	2041	\$ 20,000.00			\$ 1,176.47	\$ 400.00					\$ 436.16
Kiwanis	Scoreboard	2041	\$ 5,000.00			\$ 500.00	\$ 100.00					\$ 109.04
Triangle	Playground Equipment	2042	\$ 80,000.00			\$ 4,444.44	\$ 1,600.00					\$ 1,744.63
Bane	Full size hockey rink w/permanent board perimeters & chain link extension on bo	2042	\$ 150,000.00			\$ 8,333.33	\$ 3,000.00					\$ 3,271.18
Bane	Field 3 seat alum. bleachers - approx. 20' long	2042	\$ 1,000.00			\$ 55.56	\$ 20.00					\$ 21.81
Bane	One 4 seat aluminum bleacher - approx. 10-12' length	2042	\$ 5,500.00			\$ 1,111.11	\$ 400.00					\$ 436.16
Bane	1 Arched Miracle field sign over west entrance walkway	2042	\$ 50,000.00			\$ 3,056.56	\$ 110.00					\$ 119.94
Bane	Scoreboards - 1 new & 1 very old	2042	\$ 50,000.00			\$ 2,777.78	\$ 1,000.00					\$ 1,090.39
Bane	2 new L screens & 1 old L screen	2042	\$ 3,000.00			\$ 1,666.67	\$ 60.00					\$ 65.42
Bane	Sprinkler system - both ball fields	2042	\$ 40,000.00			\$ 2,222.22	\$ 800.00					\$ 872.31
Memorial	Field #3 Score Board	2042	\$ 10,000.00			\$ 555.56	\$ 200.00					\$ 218.08
Memorial	Field #2 Score Board	2042	\$ 10,000.00			\$ 555.56	\$ 200.00					\$ 218.08
Memorial	Field #1 Score Board	2042	\$ 10,000.00			\$ 555.56	\$ 200.00					\$ 218.08
Memorial	Fountain	2042	\$ 5,000.00			\$ 315.79	\$ 100.00					\$ 109.04
Buster	Drinking Water Station	2043	\$ 5,000.00			\$ 263.16	\$ 100.00					\$ 109.04
Gregory	Flagpole light	2043	\$ 500.00			\$ 26.32	\$ 10.00			Staff		\$ 10.90
Gregory	3 court tennis court	2043	\$ 150,000.00			\$ 7,894.74	\$ 3,000.00					\$ 3,271.18
Gregory	Tennis court nets x 5	2043	\$ 25,000.00			\$ 3,157.89	\$ 500.00					\$ 545.20
Gregory	2 court tennis court	2043	\$ 100,000.00			\$ 5,263.16	\$ 2,000.00					\$ 2,180.79
Gregory	Bike rack	2043	\$ 750.00			\$ 39.47	\$ 15.00					\$ 16.36
Kiwanis	Buffalo Hills Trail Sign	2043	\$ 500.00			\$ 108.32	\$ 10.00			Staff		\$ 10.90
Kiwanis	Boom Lake Information Signage x2	2043	\$ 1,000.00			\$ 52.63	\$ 20.00			Staff		\$ 21.81
Lum	Pay 1	2043	\$ 150,000.00			\$ 7,894.74	\$ 3,000.00					\$ 3,271.18
Lum	Pay 2	2043	\$ 20,000.00			\$ 1,052.63	\$ 400.00					\$ 436.16
Kiwanis	Mississippi River Route Signage Structure	2044	\$ 500.00			\$ 25.00	\$ 10.00				Partner	\$ 10.90
Lum	Parking lots and road surfaces	2044	\$ 80,000.00		reclamation would be ~ twice the	\$ 4,000.00	\$ 1,600.00					\$ 1,744.63
Lyman P. White	Water Bottle Filler	2044	\$ 3,000.00			\$ 315.79	\$ 100.00					\$ 109.04
Memorial	Field # 3 Fencing (Backstop)	2044	\$ 30,000.00			\$ 1,500.00	\$ 600.00					\$ 654.24
Memorial	Field # 2 Fencing (Backstop)	2044	\$ 30,000.00			\$ 1,500.00	\$ 600.00					\$ 654.24
Memorial	Field # 1 Fencing (Backstop)	2044	\$ 30,000.00									

Rotary	Trail Gate	2068	\$	5,000.00		\$	113.64	\$	100.00	Staff	\$	109.04	
Lum	Stone Circle	2070	\$	50,000.00		\$	1,086.96	\$	1,000.00		\$	1,090.39	
Memorial	Concession Building	2070	\$	500,000.00		\$	10,869.57	\$	10,000.00		\$	10,903.93	
Memorial	Ball field Bathroom building	2070	\$	400,000.00		\$	8,695.65	\$	8,000.00		\$	8,723.15	
Bane	2 baseball fields w/grass infields/day mounds (Bronco/Pony sizes)	2073	\$	20,000.00		\$	408.16	\$	400.00		\$	436.16	
Bane	Metal flag pole w/concrete base	2073	\$	3,000.00		\$	61.22	\$	60.00		\$	65.42	
Buffalo Hills	flag with solar light	2073	\$	3,500.00		\$	71.43	\$	70.00		\$	76.33	
Gregory	Flagpole	2073	\$	3,000.00		\$	61.22	\$	60.00		\$	65.42	
Gregory	Basketball court	2073	\$	70,000.00		\$	1,428.57	\$	1,400.00		\$	1,508.56	
Gregory	Warming house + kitchenette	2073	\$	400,000.00		\$	8,163.27	\$	8,000.00		\$	8,723.15	
Gregory	Tennis practice wall	2073	\$	10,000.00		\$	204.08	\$	200.00	Partner	\$	218.08	
Gregory	2 court tennis court fence	2073	\$	35,000.00		\$	714.29	\$	700.00		\$	763.28	
Lyman P. White	River Step Structure and canoe/kayak launch	2073	\$	150,000.00		\$	3,061.22	\$	3,000.00		\$	3,271.18	
Lyman P. White	River Observation Deck	2073	\$	325,000.00		\$	6,632.65	\$	6,500.00		\$	7,087.56	
Lyman P. White	Amphitheater Seating (seating, lights, railing)	2073	\$	100,000.00		\$	2,040.82	\$	2,000.00		\$	2,180.79	
Lyman P. White	Top of Hill Seating Area	2073	\$	100,000.00		\$	2,040.82	\$	2,000.00		\$	2,180.79	
Lyman P. White	Paved Paths	2073	\$	125,000.00		\$	2,551.02	\$	2,500.00		\$	2,725.98	
Memorial	Warming House and Pavilion	2073	\$	400,000.00		\$	8,163.27	\$	8,000.00		\$	8,723.15	
Memorial	Small rink + lighting	2073	\$	200,000.00		\$	4,051.63	\$	4,000.00		\$	4,361.57	
Memorial	Large rink + lighting	2073	\$	400,000.00		\$	8,163.27	\$	8,000.00		\$	8,723.15	
Rotary	Entrance Structure	2073	\$	450,000.00		\$	9,163.67	\$	9,000.00	Partner	\$	9,813.54	
Kiwanis	Duck Feature	2083	\$	10,000.00		\$	169.49	\$	200.00		\$	218.08	
Memorial	Vet Memorial and Flag	2083	\$	10,000.00		\$	169.49	\$	200.00		\$	218.08	
Gregory	South stone entrance	2123	\$	200,000.00		\$	2,020.20	\$	4,000.00		\$	4,361.57	
Gregory	South stone sign and planter	2123	\$	100,000.00		\$	1,010.10	\$	2,000.00		\$	2,180.79	
Gregory	North stone arch	2123	\$	200,000.00		\$	2,020.20	\$	4,000.00		\$	4,361.57	
Kiwanis	Under Bridge Path	2123	\$	25,000.00		\$	252.53	\$	500.00		\$	545.20	
Lum	Stone Arch Columns	3023	\$	100,000.00		\$	100.10	\$	2,000.00		\$	2,180.79	
Lum	Beach House demolition	-	\$	-	demolished summer 2024		#VALUE!	\$	-			\$	327.12
Gregory	Pergola	-	\$	-	demolished summer 2024		#VALUE!	\$	-		Partner	\$	67.23

Year	2% per Year	Catch Up	Immediate	Total
2025	\$ 319,889	\$ 235,500	\$ 40,000	\$ 595,389
2026	\$ 327,886	\$ 235,500	\$ 6,000	\$ 569,386
2027	\$ 336,083	\$ 235,500	\$ -	\$ 571,583
2028	\$ 344,485	\$ 210,500	\$ -	\$ 554,985
2029	\$ 353,098	\$ 105,500	\$ -	\$ 458,598
2030	\$ 361,925	\$ 104,500	\$ -	\$ 466,425
2031	\$ 370,973	\$ 104,500	\$ -	\$ 475,473
2032	\$ 380,247	\$ 20,500	\$ -	\$ 400,747
2033	\$ 389,754	\$ 8,000	\$ -	\$ 397,754
2034	\$ 399,498	\$ 8,000	\$ -	\$ 407,498
2035	\$ 409,485	\$ -	\$ -	\$ 409,485
2036	\$ 419,722	\$ -	\$ -	\$ 419,722
2037	\$ 430,215	\$ -	\$ -	\$ 430,215
2038	\$ 440,971	\$ -	\$ -	\$ 440,971
2039	\$ 451,995	\$ -	\$ -	\$ 451,995
2040	\$ 463,295	\$ -	\$ -	\$ 463,295
2041	\$ 474,877	\$ -	\$ -	\$ 474,877
2042	\$ 486,749	\$ -	\$ -	\$ 486,749
2043	\$ 498,918	\$ -	\$ -	\$ 498,918
2044	\$ 511,391	\$ -	\$ -	\$ 511,391
2045	\$ 524,175	\$ -	\$ -	\$ 524,175
2046	\$ 537,280	\$ -	\$ -	\$ 537,280
2047	\$ 550,712	\$ -	\$ -	\$ 550,712
2048	\$ 564,480	\$ -	\$ -	\$ 564,480
2049	\$ 578,592	\$ -	\$ -	\$ 578,592
2050	\$ 593,056	\$ -	\$ -	\$ 593,056
2051	\$ 607,883	\$ -	\$ -	\$ 607,883
2052	\$ 623,080	\$ -	\$ -	\$ 623,080
2053	\$ 638,657	\$ -	\$ -	\$ 638,657

Catch Up Funding	Y
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Row Labels	ReplacementYear
Bane	2038
1 batting cage	2029
Miracle Field w/special painted surface	2032
Playground with swings/slides, etc.	2038
remove 2 asphalt parking lots & asphalt road through park + replace with berms	2032
Gregory	2034
SE playground	2028
SW playground	2034
Kiwanis	2028
Boom Lake Paved Trail	2028
Lum	2027
Stone arch roof assembly	2027
Memorial	2031
Field #1 Lights	2031
Field #2 Lights	2031
Main Playground	2028
West Parking Lot - shrink and convert to gravel	2027
Grand Total	2038

Catch Up Amt	2% per Year Amt
33142.85714	6100
1000	100
12500	2000
7142.857143	2000
12500	2000
33000	3600
25000	2000
8000	1600
30000	2400
30000	2400
2000	120
2000	120
107142.8571	11500
28571.42857	4000
28571.42857	4000
25000	2000
25000	1500
205285.7143	23720

Immediate Funding	Y
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Row Labels	ReplaceYear	EstValue
Buffalo Hills	2025	40000
gravel grading on parking lot, driveway	2025	40000
Grand Total	2025	40000

Annual Update Process

Add new items, value, and replacement dates based on completed projects

Update value and replacement dates of items based on completed projects

Update value of similar items based on completed projects or received bids

Evaluate 5 and 10 year ranges for items that need to be funded by replacement year or funded immediately

Council presentation: 1. Things we're moving up to do immediately 2. Things we're actively funding to replace on replacement year 3. Things we did this year with 2% saved

Update amount available after budget approved

Update replacement year for items in current year

Long Term	Priority
Yearly Plan	1
Adult Programming	2
Youth Programming	3
CIP Budget	4
Master Plans	5
Concessions	6
Quality vs Quant	7
Playground Access	8
Playground Planning	9
Partnership MTG	10

Short Term	Priority
Grass	1
Procedures	2
Lum Park Beach	3
short Term Designs	4
Asset Protection	5
Land Usage	6
Vehicle Usage	7
Design Standards	8



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Consider Solar Development Agreement with Wolf Track Energy LLC

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Administration

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The City has been in discussions with Wolf Track Energy LLC regarding a proposed solar development project. The project would involve the installation of solar energy infrastructure on City-owned property to support renewable energy goals, reduce long-term utility costs, and promote environmental sustainability.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: BPU and Park Board have discussed this project and current staff wants to ensure the approval process is followed. Staff's concern is return on investment is 39 years and at that time the solar units will be past the life expectancy.

RECOMMENDED ACTION/MOTION: Staff is seeking direction to bring Park Board input to the City Council for final decision.

FINANCIAL IMPACT:

SOLAR DEVELOPMENT AGREEMENT

THIS SOLAR DEVELOPMENT CONTRACT (“Contract”) dated as of **March 26th, 2025** by and between **Brainerd Public Utilities** (“Owner”) and Wolf Track Energy, LLC, a Minnesota Limited Liability Company (“Solar Developer”).

Owner and Solar Developer, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Solar Developer will perform the solar project management, finance and construction services identified in Exhibit “A” (“Work”) in accordance with the Contract Documents, as identified in Article 5 of this Contract on property which is located at **Rotary Riverside Park, Brainerd, Minnesota (46.341414, -94.214079)** (“Property”).

Article 2. Contract Time.

The Work will be completed on or before **September 30th, 2025** (“Completion Date”), subject to modifications in approved Change Orders. Solar Developer’s estimated progress schedule identifying the various stages of the Work and the corresponding payments to be made to the Solar Developer is identified in Exhibit “B” (“Payment Schedule”).

Article 3. Contract Price.

Owner will pay to Solar Developer an amount equal to **\$32,180.00** (“Contract Price”) for completion of the Work, see Exhibit “B.”

Article 4. Change Orders.

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Solar Developer and approved by the Lender (“Change Order”).

Article 5. Contract Documents.

The Contract Documents which comprise the entire Contract between Owner and Solar Developer concerning the Work consist of this Contract, Exhibit “A,” Exhibit “B,” the blue prints, shop drawings, plans and specifications for the Work (“Plans”), an itemized description of each segment of the Work that sets the timetable for completing the Work, and the corresponding payments for the Work (“Work” and “Payment Schedule”) and any Change Orders.

Article 6. Payment Procedures

6.1 **Progress Payments.** Solar Developer will submit to Owner a request for payment in a format agreed to by Owner and Solar Developer and approved by Lender (“Request for Disbursement”) which will cover completed and inspected work consistent with Exhibit “B.”

Within ten calendar days after a Request for Disbursement is presented, Owner will notify Solar Developer if Owner has any concerns about the Request for Disbursement that Owner believes should be resolved before Owner pays the amounts specified in the Request for Disbursement, and, in this event, Owner and Solar Developer will promptly meet to address such concerns. Owner will pay Solar Developer ninety percent (90%) of the full amount covered by the Request for Disbursement within ten calendar days from the day it was presented while retaining ten percent (10%) thereof (“Holdback”) to be paid simultaneously with the final payment. Payment may be withheld for: (1) failure to perform the Work in accordance with the Contract Documents; (2) defective Work that is not corrected; or (3) failure of the Solar Developer to pay Subcontractors or to pay for labor, materials or equipment when due.

6.2 **Final Payment.** Final payment of the balance of the Contract Price including the Holdback will be made in accordance with Exhibit “B” and the following procedures:

a. When Solar Developer considers the Work substantially complete, Solar Developer will notify Owner in writing. Within a reasonable time thereafter, Owner and Solar Developer will inspect the Work. Promptly after such inspection, Owner will deliver to Solar Developer a written punch list of the items that must be completed in order for the Work to reach final completion (“Final Completion”). Alternatively, Owner will deliver to Solar Developer a written statement that Final Completion has been reached because no punch list items remain to be completed.

b. If Owner delivers a written punch list to Solar Developer, then Solar Developer will deliver to Owner a written notice that the Work is finally complete when Solar Developer believes that the punch list items have been completed. Then Owner and Solar Developer will promptly inspect the punch list items. Promptly after such inspection, Owner will deliver to Solar Developer either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above will be repeated until all punch list items have been completed.

c. When Final Completion has been reached and after Solar Developer has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Solar Developer may make application for final payment following the procedure for progress payments. The final Request for Disbursement will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner and Lender) of all potential liens arising out of or filed in connection with the Work.

Article 7. Interest.

Payments due and unpaid to Solar Developer that are 30 days or more overdue will incur a 5% late fee.

Article 8. Solar Developer's Representation.

In order to induce Owner to enter into this Contract, Solar Developer makes the following representation:

Solar Developer has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Article 9. Solar Developer's Responsibilities.

9.1. **Performance.** Solar Developer will perform the Work in accordance with the Contract Documents. Solar Developer will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.2. **Personnel.** Solar Developer will provide competent, suitable personnel to perform construction services as required by the Contract Documents. Solar Developer will at all times maintain good discipline and order at the Property.

9.3. **Furnished Items.** Solar Developer will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work, except as specified in the Contract Documents.

9.4. **Materials.** All materials and equipment will be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5. **Subcontractors.** Solar Developer will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Solar Developer just as Solar Developer is responsible for Solar Developer's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractors, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractors, supplier or other person or organization except as may otherwise be required by laws and regulations.

9.6. **Pre-lien Notice.** Any person or company supplying labor or materials for this improvement to the property may file a lien against the property if that person or company is not

paid for the contributions. Under Minnesota law, Owner has the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from the Solar Developer contract price, or withhold the amounts due them from Solar Developer until 120 days after completion of the improvement unless Solar Developer gives Owner a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

9.7. **Permits; Inspections.** Solar Developer will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Owner in writing. Owner will assist Solar Developer, when necessary, in obtaining such permits and licenses. Solar Developer will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Solar Developer will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

9.8. **Taxes.** Solar Developer will pay all sales, consumer, use and other similar taxes required to be paid by Solar Developer in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work.

9.9. **Use of Premises.** Solar Developer will confine construction equipment, the storage of materials and equipment and the operations of workers to the Property, and will not unreasonably encumber the Property with materials or equipment. Solar Developer will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Solar Developer will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Solar Developer will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

9.10. **Record Documents.** Solar Developer will maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like in good order and annotated to show all changes made during construction which will be delivered to Owner.

9.11. **Safety.** Solar Developer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Solar Developer will comply with all applicable laws and regulations relating to the safety of persons or property.

9.12. **Continuing the Work.** Solar Developer will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

9.13. **Damage to the Work.** Solar Developer will repair or replace, at Solar Developer's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion and caused in whole or in part by the acts or omissions of Solar Developer. Notwithstanding the foregoing, Owner will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Work was Owner's negligence.

9.14. **Warranty.** Solar Developer warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. If within ten years after the date of Final Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, Solar Developer will promptly, without cost to Owner and in accordance with Owner's written instructions, promptly either correct such defective Work, or if it has been rejected by Owner, remove it from the Property and replace it with non-defective Work. If Solar Developer does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Solar Developer.

9.15. **Indemnity and Hold Harmless.** Solar Developer will indemnify and hold harmless Owner against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Solar Developer.

9.16. **Related Work at Property.** Owner may perform other work at the Property which is not part of the Work by Owner's own forces or let other direct contracts therefor. Solar Developer will afford Owner's own forces and each other Solar Developer who is a party to such a direct contract proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Solar Developer will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Solar Developer will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

Article 10. Insurance.

10.1. **Solar Developer's Insurance.** Solar Developer will purchase and maintain the following insurance policies: (i) public liability insurance with limits of liability equal to at least \$300,000 per occurrence; (ii) workers' compensation insurance as required by applicable state law; (iii) automobile liability insurance as required by applicable state law.

10.2 **Owner's Insurance.** Owner will be responsible for purchasing and maintaining Owner's liability insurance and other reasonably appropriate insurance.

Article 11. Termination.

11.1 **Termination by Owner.** If the Solar Developer breaches any of its obligations under this Agreement, then Owner may give Solar Developer written notification identifying such breach. If Solar Developer has not cured such breach within seven (7) calendar days from

its receipt of Owner's written notification or if such breach cannot be cured within such seven (7) day period, then if Solar Developer either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Solar Developer.

11.2 Termination by Solar Developer. If the Owner breaches any of its obligations under this Agreement, then Solar Developer may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Solar Developer's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Solar Developer may terminate this Contract. Should Solar Developer find it necessary to take legal action of any kind to enforce the terms of this contract, Solar Developer shall be entitled to all costs of such legal action, including reasonable attorney fees.

Article 12. Miscellaneous.

12.1. Assignment of any rights or interests under this Contract will not be binding on any party to this Contract without the written consent of such party. Payments due under this Contract may not be assigned.

12.2. Owner and Solar Developer each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12.3. This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the law of the State of Minnesota, exclusive of that body of law governing conflicts of laws. Any claims arising out of this contract shall be brought in State District Court within St. Louis County, State of Minnesota.

12.4. Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

12.5 Owner hereby grant permission to Solar Developer to use my/our likeness, names, images, digital assets, property photographs/videos, and appearances in any photographs or videos and other media relating to the work being performed on our personal property taken or produced for Solar Developer's marketing purposes including but not limited to website publications, social media channels, case study materials, print materials, or any other print and digital materials for Solar Developer .

Owner understands and agrees that Solar Developer owns all rights and publications to the aforementioned marketing materials and may use, edit, reproduce, and distribute these materials for any and all marketing purposes.

Owner hereby releases Solar Developer and its employees from any and all actions, claims, and causes of action that arise from or are in any way connected to such use of the marketing materials. Solar Developer will not use your nonpublic personal information including your personal property address and financial information.

Article 13. Contingencies

13.1. Ground Mount Solar Array In the event Solar Developer discovers bedrock within 6.5 feet (78 inches) of the surface, Solar Developer will notify Owner of the discovery of bedrock and the ensuing change in installation procedure and price.

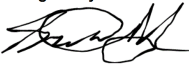
13.2. Contract Price does not include any upgrades required by the local utility company that are not specifically outlined in Exhibit A.

IN WITNESS WHEREOF, Owner and Solar Developer have signed this Contract.

This Contract will be effective on _____ **March 26th, 2025.**

OWNER
Brainerd Public Utilities

WOLF TRACK ENERGY
Simon Eddy

Signed by:  3/31/2025
D2D976E6AE9B41D...

Address:

8027 Highland Scenic Dr.
Brainerd, Minnesota 56425

Address:

818 6th Ave
Two Harbors, Minnesota 55616

EXHIBIT A CONSTRUCTION SERVICES

The project scope includes the installation of a **9.7 kW-DC, 7.6 kW-AC** rated **roof-mounted** solar photovoltaic system at the property located at address listed above.

This includes all equipment, labor, and construction materials needed to complete this project. Photovoltaic system shall consist of:

(20) VSUN 485W Solar Modules

(20) Enphase IQ8HC Microinverters

(1) Flush Mounted racking, metal exposed fastener roofing attachments

(1) Cell based Enphase monitoring, 5 year cell plan included

(1) 75' trench and wire run to point of interconnection

(1) All Electrical Labor

(1) Permitting

(1) Interconnection Application

System shall be supported by Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.).

All equipment will be installed as required by applicable codes, the local utility company, and Homeowner's Association guidelines (if applicable). During daylight hours this photovoltaic system (solar electric) will provide electricity in parallel with the local utility service provider. Or to Batteries in a Stand-Alone system.

At completion of work remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials.

Solar Developer shall not be responsible for landscaping improvement services as part of this contract.

EXHIBIT B PAYMENT SCHEDULE

Purchaser shall pay Solar Developer for the materials and labor to be performed under this agreement in an amount of: **\$32,180.00**

Contractor shall invoice for, and purchaser shall make, payments under this contract in accordance with the following schedule:

\$10,000 is due upon signing of this agreement;
(to be paid by the Rotary Club of Brainerd, used for purchase of materials)

Signed by:

15230A58614F4A5...

4/2/2025

\$9,308.00 is due upon scheduling of solar installation date;
(to be paid by Brainerd Public Utilities)

\$12,872.00 is due upon completion of Solar Modules installation (roof or ground mount) and all connecting circuitry. Dissemination of appropriate documents, warranties, approved final inspection.
(to be paid by Brainerd Public Utilities)

Payment shall be made to the order of Wolf Track Energy, in one of four ways: (1) check, (2) credit card (2.9% fee applies), (3) cashier's check, (4) ACH bank transfer.



Year	Rotary Solar		Kwh Rate	0.08598 Rev Calc	
	BPU Cost	31,872.00	Est kWh	10,500	902.79
	Annual Rev	ROI			
1	902.79	30,969.21			
2	898.28	30,070.93			
3	893.78	29,177.15			
4	889.32	28,287.83			
5	884.87	27,402.96			
6	880.44	26,522.52			
7	876.04	25,646.48			
8	871.66	24,774.81			
9	867.30	23,907.51			
10	862.97	23,044.54			
11	858.65	22,185.89			
12	854.36	21,331.53			
13	850.09	20,481.44			
14	845.84	19,635.61			
15	841.61	18,794.00			
16	837.40	17,956.60			
17	833.21	17,123.38			
18	829.05	16,294.34			
19	824.90	15,469.44			
20	820.78	14,648.66			
21	816.67	13,831.99			
22	812.59	13,019.40			
23	808.53	12,210.87			
24	804.48	11,406.38			
25	800.46	10,605.92			
26	796.46	9,809.46			
27	792.48	9,016.99			
28	788.51	8,228.47			
29	784.57	7,443.90			
30	780.65	6,663.25			
31	776.75	5,886.50			
32	772.86	5,113.64			
33	769.00	4,344.64			
34	765.15	3,579.49			
35	761.33	2,818.16			
36	757.52	2,060.64			
37	753.73	1,306.91			
38	749.96	556.94			
39	746.21	(189.27)			
40	742.48	(931.76)			

Roatary Park Cost	
Project Cost - Panels	38,120.00
BPU Labor & Materials	15,000.00
Security/Camera	10,000.00
Esitmated Project Cost -	63,120.00
Rotary Funds	(10,000.00)
Solar Rebates	(21,248.00)
BPU Cost	31,872.00



Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Approval of Rotary Park Grant (Great River Greening - 90%/10% Grant)

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: Great River Greening (GRG) has a 90/10 grant to help remove the buckthorn infestation in Rotary Park as outlined below:

- \$255,000 with a ten percent match of \$25,500 (\$12,750 of cash and \$12,750 in-kind labor/equipment, City or Rotarians, and volunteers).
- Five-year scope of work starting July 01, 2025, and ending June 30, 2030. The match can be leveraged within the five years.
- A long-term commitment to maintenance is required from the City, Great River Greening, Soil and Water Conservation Districts, and Rotarians.
- GRG estimated that 67% of the 38 acres at Rotary Park has buckthorn and tansy infestation that will need sustained control.
- Rotarians and GRG will develop a plan and explore options for using biochar kilns to burn the remaining brush piles, as well as through open fire, in the 2025 Fall/2026 Winter.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff is recommending approval of this grant and provide the \$12,750 cash match in (one check or multiple checks).

FINANCIAL IMPACT: \$12,750.00



Lessard-Sams Outdoor Heritage Council

Anoka Sand Plain Habitat Conservation - Phase 10 Laws of Minnesota 2025 Accomplishment Plan

General Information

Date: 07/08/2025

Project Title: Anoka Sand Plain Habitat Conservation - Phase 10

Funds Recommended: \$3,518,000

Legislative Citation: ML 2025, Ch. 36, Art. 1, Sec. 2, subd. 5(c)

Appropriation Language: \$3,518,000 the first year is to the commissioner of natural resources for agreements to acquire permanent conservation easements and to restore and enhance wildlife habitat on public lands and easements in the Anoka Sand Plain ecoregion and intersecting minor watersheds as follows: \$553,000 to Anoka Conservation District; \$1,385,000 to Great River Greening; \$300,000 to The Nature Conservancy; and \$1,280,000 to Minnesota Land Trust. Up to \$112,000 to Minnesota Land Trust is to establish a monitoring and enforcement fund as approved in the accomplishment plan and subject to Minnesota Statutes, section 97A.056, subdivision 17.

Manager Information

Manager's Name: Wiley Buck

Title: Senior Program Manager

Organization: Great River Greening

Address: 251 Starkey Street Ste 2200

City: Saint Paul, MN 55107

Email: wbuck@greatrivergreening.org

Office Number: 651-272-3981

Mobile Number: 651-318-8667

Fax Number:

Website: greatrivergreening.org

Location Information

County Location(s): Crow Wing, Morrison, Stearns, Benton, Chisago, Anoka and Isanti.

Eco regions in which work will take place:

Forest / Prairie Transition

Metro / Urban

Northern Forest

Activity types:

Protect in Easement

Restore

Enhance

Priority resources addressed by activity:

Wetlands

Prairie

Forest

Habitat

Narrative**Abstract**

The Anoka Sand Plain (ASP) Partnership will protect 105 acres through conservation easements and restore/enhance 381 acres of Prairie/Oak Savanna, Wetland, Habitat, and Woodland/Forest at sites in the Anoka Sand Plain ecoregion and its watersheds. Our actions will increase biodiversity, habitat connectivity and quality, recreational opportunities, and landscape resilience, which align with the ASP Partnership's 10-year Strategic Conservation Action Plan, DNR Wildlife Action Plan and LSOHC Section priorities. Great River Greening (GRG), Anoka Conservation District (ACD), Minnesota Land Trust (MLT), and The Nature Conservancy (TNC) are direct recipients, with match from LGUs and private sources.

Design and Scope of Work

The ASP Partnership project boundary is defined by the DNR's ASP ecological subsection plus its intersecting minor watersheds, which captures portions of the Metropolitan Urbanizing, Forest/Prairie Transition, and Northern Forest LSOHC sections. Our project area is a marvelously complex mosaic of habitats, home to quality prairie, savanna, wetlands, fire-dependent forests and woodlands, large habitat cores, designated wild and scenic rivers, and a high concentration of rare species. The amount of high-quality remnant habitat in the ASP is remarkable given its proximity to the Twin Cities and St. Cloud urban cores. While the location of the ASP provides easy access for the majority of Minnesotans, the associated stressors - invasive species, development pressure, and conversion - threaten its sustainability. The need for continuing and accelerating conservation action here is urgent.

The diversity in this rich and important habitat mosaic, complemented by its close proximity to most Minnesotans, is reflected in the number and diversity of organizations that identify the area as a priority, combining our specific knowledge and stakeholder engagement to join forces for its conservation. The robust ASP Partnership is committed to protecting, restoring, and enhancing this spectacular region so it can continue to provide vital habitat, invaluable ecological services, and high-quality recreational and engagement opportunities. The science-based ASP Partnership's 10-year Strategic Plan was created to identify priority habitats, opportunities, centers of biodiversity, and a plan of action with measurable goals. This provides guidance to prioritize actions for our work in Phase 10.

With this funding, program partners Great River Greening (GRG), Anoka Conservation District (ACD), Minnesota

Land Trust (MLT), and The Nature Conservancy (TNC) will secure conservation easements on 105 acres to expand habitat cores and corridors, and complete restoration and enhancement (R/E) on 381 protected acres, and re-meander 3,000 feet of stream. Habitats include prairie/savanna grasslands, woodland, and non-forested peat wetlands.

Results will be achieved by protection of ecologically significant habitats with conservation easement, and by conducting invasive species and woody encroachment removal, stream re-meandering, prescribed burning and, conservation grazing, thinning, seeding, and planting. Our program will create and improve critical habitat for rare species and Species in Greatest Conservation Need (SGCN) by increasing biodiversity and landscape resiliency. It will also benefit water quality and quantity, improve community resiliency, and increase recreational opportunities including R/E engagement.

Explain how the plan addresses habitat protection, restoration, and/or enhancement for fish, game & wildlife, including threatened or endangered species conservation

The Anoka Sand Plain serves as a refuge for many globally unique species and rare plant communities, including roughly one-third of Minnesota's listed rare plant and animals, and 97 known or predicted Species in Greatest Conservation Need (SGCN), and 131 federally or state endangered, threatened, or special concern. The Minnesota Biological Survey (MBS) ranks 72,000 acres in the ASP as Outstanding or High Biodiversity. This proposal addresses LSOHC and Minnesota Wildlife Action Plan (WAP) priorities by protecting and restoring/enhancing oak savanna, prairie, riparian, woodlands, and non-forested wetlands.

We will complete 105 acres of conservation easements protection on priority lands, and R/E on 110 acres of prairie/savanna grasslands, 51 acres of non-forested wetlands/peatlands, 97 acres of habitat, 123 acres of woodland and 3,000 feet of streambank.

Five parcels are rated as High or Outstanding Biodiversity by MBS, and an additional four are rated as Moderate Biodiversity, for a total of nine parcels at or above MBS ranking of moderate biodiversity significance. Protecting MBS sites is key, while other sites will have proved and expanded habitat through restoration and enhancement.

What are the elements of this plan that are critical from a timing perspective?

The amount of high-quality remnant habitat in the ASP is remarkable given its proximity to Twin Cities Metropolitan and St. Cloud areas. While the location of the ASP provides easy access for the majority of Minnesotans, the associated stressors threaten the ASP's sustainability. The ecological diversity of the ASP is threatened by invasive species and development pressure. State-wide growth through 2045 is projected at 7% while projected growth in Anoka and Sherburne counties is 14% and 24% respectively. Land protection will protect remaining remnant habitats, buffer high quality habitat cores and increase habitat corridors and landscape resiliency. Restoration and enhancement efforts will prevent habitat degradation and increase biodiversity. The rare plant rescue program is underway with existing appropriations (saving rare plants from development sites) and is in pressing need for protected and enhanced recipient sites. ASP10 will help address the urgent need for suitable recipient sites via enhancement.

Describe how the plan expands habitat corridors or complexes and/or addresses habitat fragmentation:

The ASP Partnership 10-Year Conservation Strategic Plan utilizes multiple-criteria GIS analyses to identify and prioritize critical areas for habitat connectivity, SGCN, biodiversity, and native plant communities. Data layers include: 1. Top 95% of SGCN population composite 2. Good or excellent populations of state or federally

endangered and threatened species 3. Richness hotspots falling outside the top 95% of populations 4. Marxan outputs from the Scientific and Natural Area strategic plan 5. Sites of Biodiversity Significance that intersect with Marxan outputs 6. Native plant communities: Minnesota Department of Natural Resources – Division of Ecological and Water Resources – Biological Survey. MNDNR Native Plant Communities. 2014.

The sites and conservation actions included in this proposal will combat the threats of habitat fragmentation, degradation and invasive species and improve habitat cores. These items were identified in state Wildlife Action Plan, Statewide Conservation and Preservation Plan (SCPP), and Outdoor Heritage Fund: A 25-Year Framework as the priority actions needed to address significant challenges facing SGCN and landscape resilience in the ASP region.

The Anoka Sand Plain Partnership project area is remarkable in containing 4 large, protected habitat cores, and large riparian corridors including the Mississippi River and Rum River, portions of which are designated as Wild & Scenic.

Which top 2 Conservation Plans referenced in MS97A.056, subd. 3a are most applicable to this project?

Minnesota's Wildlife Action Plan 2015-2025

Outdoor Heritage Fund: A 25 Year Framework

Explain how this plan will uniquely address habitat resilience to climate change and its anticipated effects on game, fish & wildlife species utilizing the protected or restored/enhanced habitat this proposal targets.

Biochar production via pyrolysis stores 50% of carbon for 100s of years in the form of rot-resistant biochar, compared with traditional open-pile burning. We are identifying parcels likely to include biochar production and application, sustaining the biochar initiative started in ASP9/ML24. We will continue to evaluate projects within emerging climate models including UMN Minnesota Climate Mapping and Analysis Tool and TNC's Resilient Land Mapping Tool. Recipients implement high diversity seeding and planting paying attention to geographic source ecotype during procurement, incorporating future climate predictions. The ASP is at the intersection of several Minnesota biomes and with this proximity has inherent ability to toggle between natural communities in response to future climate. Protecting complexes of large and connected habitat blocks reduces fragmentation and allows for species movement as climate changes. Protecting habitat is crucial in mitigating against flooding caused by excessive rainfall events given their water retention.

Which LSOHC section priorities are addressed in this program?

Forest / Prairie Transition

Protect, enhance, and restore wild rice wetlands, shallow lakes, wetland/grassland complexes, aspen parklands, and shoreland that provide critical habitat for game and nongame wildlife

Metro / Urban

Protect, enhance, and restore remnant native prairie, Big Woods forests, and oak savanna with an emphasis on areas with high biological diversity

Northern Forest

Restore and enhance habitat on existing protected properties, with preference to habitat for rare, endangered, or threatened species identified by the Minnesota County Biological Survey

Outcomes

Programs in forest-prairie transition region:

Protected, restored, and enhanced nesting and migratory habitat for waterfowl, upland birds, and species of greatest conservation need ~ *Perform ecological monitoring using DNR protocol and evaluate data; adapt management when and where needed. Record number of acres protected of high quality habitat on private lands, which buffer public lands and expand habitat cores and corridors; and number of acres of key habitat successfully restored / enhanced. Map project sites and periodically perform GIS analysis to help quantify impact on habitat complexes.*

Programs in metropolitan urbanizing region:

Core areas protected with highly biologically diverse wetlands and plant communities, including native prairie, Big Woods, and oak savanna ~ *Perform ecological monitoring using DNR protocol and evaluate data; adapt management when and where needed. Record number of acres protected of high quality habitat on private lands, which buffer public lands and expand habitat cores and corridors; and number of acres of key habitat successfully restored / enhanced. Map project sites and periodically perform GIS analysis to help quantify impact on habitat cores and corridors.*

Per MS 97A.056, Subd. 24, Please explain whether the request is supplanting or is a substitution for any previous funding that was not from a legacy fund and was used for the same purpose.

This proposal to LSOHC for Outdoor Heritage Fund support does not supplant any other sources of funds. In all cases, this proposal and the projects to be completed accelerate regional habitat work in the Anoka Sand Plain.

How will you sustain and/or maintain this work after the Outdoor Heritage Funds are expended?

The ASP Partnership is committed to working with respective land management agencies, owners, and conservation organizations in an on-going basis to identify and procure financial resources for maintaining these improvements as needed.

Land protected through MLT conservation easements will be sustained through state-of-the-art standards and practices for conservation easement stewardship that includes annual property monitoring, investigating potential violations, and defending the easement in case of a true violation. In addition, MLT assists landowners in managing their lands through the development of habitat management plans and finding the resources to effectively manage the habitat for its wildlife and water quality benefits.

For R/E on existing protected land, site-specific resource management plans will be developed/adopted to guide effective long-term management. All land managers benefitting from R/E and rare plant recipient sites must commit to the long-term maintenance of these sites. A principal management goal is to elevate each R/E site prior to grant close to a threshold where on-going management cost is diminished. For sites and programs that use volunteers, community volunteer engagement promotes an increase in community stakeholders.

Actions to Maintain Project Outcomes

Year	Source of Funds	Step 1	Step 2	Step 3
2029 and in perpetuity	MLT Long Term Stewardship and	Annual Monitoring of Easements	Enforcement as Necessary	-

	Enforcement Funds			
2031	ACD Anoka Agriculture Preserves	Monitor every 2-3 years	Spot treatment	Overseeding
2031	Anoka County Parks	Spot herbicide treatment and spot mowing and biocontrol	Prescribed burn every 3-5 years	Overseeding
2031	USFWS in-kind	Rx Burning	Spot herbicide treatment	-
2031	GRG in-kind	Monitoring every 2-3 years	Landowner Engagement	-

Provide an assessment of how your program celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households:

ASP Partners have existing DEIJ initiatives including: Future Stewards Program (GRG); Ambassador Lands Program (MLT); and partnership with the Fond du Lac Band of Ojibwe (MLT). Partners have secured DEIJ related funding including: Engaging a Diverse Public in Stewardship funded by Environment and Natural Resources Trust Fund (GRG); internal staff funding for DEIJ pursuits (MLT), and others. Partners will continue to connect all our DEIJ programs and resources to ASP10 projects when appropriate opportunities arise.

ASP ecoregion provides close-to-home recreation opportunities for the majority of Minnesotans. This includes large BIPOC and low-income populations areas as identified by the MPCA environmental justice tool.

Furthermore, the ASP encompasses a priority Drinking Water Supply Management Area, attributable to groundwater recharge through sandy soils and the miles of Mississippi River upstream of the Twin Cities drinking water intakes. Through the land-water connection of our projects, we will contribute to water quality, quantity, and security for all, including urban core and rural populations.

We welcome more conversations with the LSOHC and conservation community about how these values can be better manifested in all our shared work.

Activity Details

Requirements

If funded, this program will meet all applicable criteria set forth in MS 97A.056?

Yes

Is the land you plan to acquire (easement) free of any other permanent protection?

Yes

Who will manage the easement?

Minnesota Land Trust

Who will be the easement holder?

Minnesota Land Trust

What is the anticipated number of easements (range is fine) you plan to accomplish with this appropriation?

Minnesota Land Trust anticipates two to four easements will be accomplished with this appropriation.

Will restoration and enhancement work follow best management practices including MS 84.973 Pollinator Habitat Program?

Yes

Is the restoration and enhancement activity on permanently protected land per 97A.056, Subd 13(f), tribal lands, and/or public waters per MS 103G.005, Subd. 15 or on lands to be acquired in this program?

Yes

Where does the activity take place?

WMA

Permanently Protected Conservation Easements

County/Municipal

Public Waters

Land Use

Will there be planting of any crop on OHF land purchased or restored in this program, either by the proposer or the end owner of the property, outside of the initial restoration of the land?

Yes

Explain what will be planted and include the maximum percentage of any acquired parcel that would be planted into foodplots by the proposer or the end owner of the property:

Easement Acquisition:

The purpose of the Minnesota Land Trust's conservation easements is to protect existing high quality natural habitat and to preserve opportunities for future restoration. As such, we restrict any agricultural lands and use on the properties. In cases in which there are agricultural lands associated with the larger property, we will either carve the agricultural area out of the conservation easement, or in some limited cases, we may include a small percentage of agricultural lands if it is not feasible to carve those areas out. In such cases, however, we will not use OHF funds to pay the landowners for that portion of the conservation easement.

Restoration:

Short-term use of agricultural crops is an accepted best practice for preparing a site for prairie restoration, in order to reduce weed seedbeds prior to prairie planting. In some cases this necessitates the use of GMO treated products to facilitate herbicide use in order to control weeds present in the seedbank.

Will insecticides or fungicides (including neonicotinoid and fungicide treated seed) be used within any activities of this program either in the process of restoration or use as food plots?

No

Will the eased land be open for public use?

No

Are there currently trails or roads on any of the proposed acquisitions?

Yes

Describe the types of trails or roads and the allowable uses:

Most conservation easements are established on private lands, many of which have driveways, field roads

and trails located on them. Often, the conservation easement permits the continued usage of established trails and roads so long as their use does not significantly impact the conservation values of the property. Creation of new roads/trails or expansion of existing ones is typically not allowed or require Land Trust approval.

Will the trails or roads remain and uses continue to be allowed after OHF acquisition?

Yes

How will maintenance and monitoring be accomplished?

Existing trails and roads are identified in the project baseline report and will be monitored annually as part of the Land Trust's stewardship and enforcement protocols. Maintenance of permitted roads/trails in accordance with the terms of the easement will be the responsibility of the landowner.

Will new trails or roads be developed or improved as a result of the OHF acquisition?

No

Will the acquired parcels be restored or enhanced within this appropriation?

No

Will the land that you acquire (fee or easement) be restored or enhanced within this program's funding and availability?

No

Explain how, when, and source of the R/E work:

If the need for R/E on eased lands exists, MLT will budget to address this need in future proposals to LSOHC or through other sources.

Timeline

Activity Name	Estimated Completion Date
TNC: stream and wetland restoration and follow up assessment	6/30/2030
MLT: Restoration and enhancement of 168 acres completed	6/30/2030
GRG: Sustained follow up enhancement activities completed	6/30/2030
GRG: Initial site treatments completed	1/1/2028
GRG: RFP process completed and contracts executed	1/1/2027
GRG: Landowner agreements	1/1/2026
ACD: prairie and wetland prescribed burns and seeding, buckthorn and woody encroachment removal	12/31/2028
MLT: Conservation easements completed	6/30/2029
ACD: targeted follow up weed control and seeding	6/1/2030
ACD: site prep in prairies and wetlands	11/1/2026

Date of Final Report Submission: 11/01/2030

Availability of Appropriation: Subd. 7. Availability of Appropriation

(a) Money appropriated in this section may not be spent on activities unless they are directly related to and necessary for a specific appropriation and are specified in the accomplishment plan approved by the Lessard-Sams Outdoor Heritage Council. Money appropriated in this section must not be spent on indirect costs or other institutional overhead charges that are not directly related to and necessary for a specific appropriation. Money appropriated for fee title acquisition of land may be used to restore, enhance, and provide for public use of the land

acquired with the appropriation. Public-use facilities must have a minimal impact on habitat in acquired lands.

(b) Money appropriated in this section is available as follows:

- (1) money appropriated for acquiring real property is available until June 30, 2029;
- (2) money appropriated for restoring and enhancing land acquired with an appropriation in this section is available for four years after the acquisition date with a maximum end date of June 30, 2033;
- (3) money appropriated for restoring or enhancing other land is available until June 30, 2030;
- (4) notwithstanding clauses (1) to (3), money appropriated for a project that receives at least 15 percent of its funding from federal funds is available until a date sufficient to match the availability of federal funding to a maximum of six years if the federal funding was confirmed and included in the original approved draft accomplishment plan; and
- (5) money appropriated for other projects is available until the end of the fiscal year in which it is appropriated.

Budget

Budget reallocations up to 10% do not require an amendment to the Accomplishment Plan.

Grand Totals Across All Partnerships

Item	Funding Request	Leverage	Leverage Source	Total
Personnel	\$633,500	\$64,900	Benton County., Franciscan Sisters of Little Falls, City of St. Cloud, Private Foundation, Landowner	\$698,400
Contracts	\$1,818,800	\$142,000	-, Private Foundation, City of Anoka, Anoka County	\$1,960,800
Fee Acquisition w/ PILT	-	-	-	-
Fee Acquisition w/o PILT	-	-	-	-
Easement Acquisition	\$575,000	\$57,000	-, Landowners	\$632,000
Easement Stewardship	\$112,000	-	-	\$112,000
Travel	\$23,000	-	-	\$23,000
Professional Services	\$119,000	-	-	\$119,000
Direct Support Services	\$166,700	\$63,600	-, ACD, GRG	\$230,300
DNR Land Acquisition Costs	-	-	-	-
Capital Equipment	-	-	-	-
Other Equipment/Tools	\$11,500	-	-	\$11,500
Supplies/Materials	\$58,500	-	-	\$58,500
DNR IDP	-	-	-	-
Grand Total	\$3,518,000	\$327,500	-	\$3,845,500

Partner: Anoka Conservation District**Totals**

Item	Funding Request	Leverage	Leverage Source	Total
Personnel	\$155,000	\$8,000	Landowner	\$163,000
Contracts	\$340,600	\$22,000	City of Anoka, Anoka County	\$362,600
Fee Acquisition w/ PILT	-	-	-	-
Fee Acquisition w/o PILT	-	-	-	-
Easement Acquisition	-	-	-	-
Easement Stewardship	-	-	-	-
Travel	-	-	-	-
Professional Services	-	-	-	-
Direct Support Services	\$31,400	\$15,500	ACD	\$46,900
DNR Land Acquisition Costs	-	-	-	-
Capital Equipment	-	-	-	-
Other Equipment/Tools	-	-	-	-
Supplies/Materials	\$26,000	-	-	\$26,000
DNR IDP	-	-	-	-
Grand Total	\$553,000	\$45,500	-	\$598,500

Personnel

Position	Annual FTE	Years Working	Funding Request	Leverage	Leverage Source	Total
ACD Personnel	0.5	5.0	\$155,000	\$8,000	Landowner	\$163,000

Partner: Great River Greening**Totals**

Item	Funding Request	Leverage	Leverage Source	Total
Personnel	\$179,000	\$46,900	Benton County., Franciscan Sisters of Little Falls, City of St. Cloud	\$225,900
Contracts	\$1,118,000	-	-	\$1,118,000
Fee Acquisition w/ PILT	-	-	-	-
Fee Acquisition w/o PILT	-	-	-	-
Easement Acquisition	-	-	-	-
Easement Stewardship	-	-	-	-
Travel	\$12,000	-	-	\$12,000
Professional Services	-	-	-	-
Direct Support Services	\$43,000	\$48,100	GRG	\$91,100
DNR Land Acquisition Costs	-	-	-	-
Capital Equipment	-	-	-	-
Other Equipment/Tools	\$5,000	-	-	\$5,000
Supplies/Materials	\$28,000	-	-	\$28,000
DNR IDP	-	-	-	-
Grand Total	\$1,385,000	\$95,000	-	\$1,480,000

Personnel

Position	Annual FTE	Years Working	Funding Request	Leverage	Leverage Source	Total
GRG Staff	0.4	5.0	\$179,000	\$46,900	Benton County., Franciscan Sisters of Little Falls, City of St. Cloud	\$225,900

Partner: Minnesota Land Trust**Totals**

Item	Funding Request	Leverage	Leverage Source	Total
Personnel	\$257,000	-	-	\$257,000
Contracts	\$145,200	-	-	\$145,200
Fee Acquisition w/ PILT	-	-	-	-
Fee Acquisition w/o PILT	-	-	-	-
Easement Acquisition	\$575,000	\$57,000	Landowners	\$632,000
Easement Stewardship	\$112,000	-	-	\$112,000
Travel	\$9,000	-	-	\$9,000
Professional Services	\$109,000	-	-	\$109,000
Direct Support Services	\$69,800	-	-	\$69,800
DNR Land Acquisition Costs	-	-	-	-
Capital Equipment	-	-	-	-
Other Equipment/Tools	\$1,500	-	-	\$1,500
Supplies/Materials	\$1,500	-	-	\$1,500
DNR IDP	-	-	-	-
Grand Total	\$1,280,000	\$57,000	-	\$1,337,000

Personnel

Position	Annual FTE	Years Working	Funding Request	Leverage	Leverage Source	Total
MLT Restoration Staff	0.25	5.0	\$125,000	-	-	\$125,000
MLT Land Protection Staff	0.33	4.0	\$132,000	-	-	\$132,000

Partner: The Nature Conservancy**Totals**

Item	Funding Request	Leverage	Leverage Source	Total
Personnel	\$42,500	\$10,000	Private Foundation	\$52,500
Contracts	\$215,000	\$120,000	Private Foundation	\$335,000
Fee Acquisition w/ PILT	-	-	-	-
Fee Acquisition w/o PILT	-	-	-	-
Easement Acquisition	-	-	-	-
Easement Stewardship	-	-	-	-
Travel	\$2,000	-	-	\$2,000
Professional Services	\$10,000	-	-	\$10,000
Direct Support Services	\$22,500	-	-	\$22,500
DNR Land Acquisition Costs	-	-	-	-
Capital Equipment	-	-	-	-
Other Equipment/Tools	\$5,000	-	-	\$5,000
Supplies/Materials	\$3,000	-	-	\$3,000
DNR IDP	-	-	-	-
Grand Total	\$300,000	\$130,000	-	\$430,000

Personnel

Position	Annual FTE	Years Working	Funding Request	Leverage	Leverage Source	Total
Personnel	0.07	5.0	\$42,500	\$10,000	Private Foundation	\$52,500

Amount of Request: \$3,518,000**Amount of Leverage:** \$327,500**Leverage as a percent of the Request:** 9.31%**DSS + Personnel:** \$800,200**As a % of the total request:** 22.75%**Easement Stewardship:** \$112,000**As a % of the Easement Acquisition:** 19.48%**How will this program accommodate the reduced appropriation recommendation from the original proposed requested amount?**

Reduced deliverables, fewer R/E parcels and fewer easements. There is some loss of economy of scale in labor and travel; larger discrepancies in direct scaling are due to determination of which parcels remain funded, as there is a wide range of \$/ac in our proposed parcel lists.

Detail leverage sources and confirmation of funds:

Project landowners will provide match, including St. Cloud, Anoka County, Benton County, Franciscan Sisters of Little Falls, and City of Anoka.

Volunteer labor is valued at @ \$31.80/hr.

MLT - \$57,000 in estimated donation of easement value from landowners.

Does this project have the ability to be scalable?

Yes

If the project received 50% of the requested funding**Describe how the scaling would affect acres/activities and if not proportionately reduced, why?**

For projects that are scaled down or split into phases, there is some loss of economy of scale in labor and travel. Larger discrepancies may occur due to determination of which parcels remain fully funded, as there is a wide range of \$/ac in our parcels. We commit to transparency.

Describe how personnel and DSS expenses would be adjusted and if not proportionately reduced, why?

For projects that are scaled down or split into phases, there is potential loss of economy of scale in labor and contracts. DSS expenses are highly proportional to labor and contracts. Some costs are fixed (landowner recruitment; grant management) and must occur regardless of grant amount.

Personnel**Has funding for these positions been requested in the past?**

Yes

Contracts**What is included in the contracts line?**

The majority of contracts are for service providers that implement R/E improvements in the field. Contracts for writing of habitat management plans and landowner outreach comprise the remaining amounts.

Professional Services**What is included in the Professional Services line?**

Appraisals

Design/Engineering

Other : Phase 1 Environmental Assessments, Minerals Reports, Mapping

Surveys

Title Insurance and Legal Fees

Easement Stewardship**What is the number of easements anticipated, cost per easement for stewardship, and explain how that amount is calculated?**

The Land Trust's budget is built around the closing of 2-4 conservation easements, depending on size and cost. The average cost per easement to fund the MLT's perpetual monitoring and enforcement obligations is \$28,000, although in extraordinary circumstances additional funding may be warranted. This figure is derived from MLT's detailed stewardship funding "cost analysis" which is consistent with Land Trust Accreditation standards. MLT shares periodic updates to this cost analysis with LSOHC staff.

Travel

Does the amount in the travel line include equipment/vehicle rental?

Yes

Explain the amount in the travel line outside of traditional travel costs of mileage, food, and lodging

Vehicle rental is occasionally necessary due to lack of fleet and/or available personally-owned-vehicles. Vehicle rental can be competitive with the cost of mileage reimbursement, for longer trips.

I understand and agree that lodging, meals, and mileage must comply with the current MMB Commissioner Plan:

Yes

Direct Support Services

How did you determine which portions of the Direct Support Services of your shared support services is direct to this program?

ACD: ACD is requesting 10% DSS and listing the remaining 20.25% as match. ACD calculated their rate following USDA guidelines and has submitted their methodology to DNR for review. DNR has no objections to their rate in their preliminary analysis.

GRG: In a process approved by DNR in 2023, GRG's direct support services rate includes all allowable direct and necessary expenditures not captured in other line items in the budget. Our DSS request to LSOHC is less than half the amount allowed by the DNR approved rate, and less than or equal to 10% of the total allocation request.

MLT: In a process approved by DNR on March 17, 2017, Minnesota Land Trust determined our direct support services rate to include all of the allowable direct and necessary expenditures that are not captured in other line items in the budget, which is similar to the Land Trust's proposed federal indirect rate. We will apply this DNR-approved rate only to personnel expenses to determine the total amount of direct support services.

TNC: DSS is based on The Nature Conservancy's Federal Negotiated Rate (FNR) as proposed and approved by the US Dept. of Interior on an annual basis. In this proposal we are requesting reimbursement of 7.5% of eligible base costs as determined by our annual FNR and based on suggestions from the Council in prior years' hearings. The amount requested for reimbursement represents less than one-third of the total reimbursable costs allowed under the FNR. Examples of expenses included in the FNR include services from in-house legal counsel; finance, human resources; and information technology support, all of which contribute directly to the implementation of the project

Other Equipment/Tools

Give examples of the types of Equipment and Tools that will be purchased?

Loppers, trowels, shovels, chainsaws, brush-cutters, sprayers, flagging, pin flags, PPE, GPS handheld, time-lapse outdoor cameras

Federal Funds

Do you anticipate federal funds as a match for this program?

No

Output Tables**Acres by Resource Type (Table 1)**

Type	Wetland	Prairie	Forest	Habitat	Total Acres
Restore	-	6	-	-	6
Protect in Fee with State PILT Liability	-	-	-	-	-
Protect in Fee w/o State PILT Liability	-	-	-	-	-
Protect in Easement	-	-	-	105	105
Enhance	51	104	123	97	375
Total	51	110	123	202	486

How many of these Prairie acres are Native Prairie? (Table 1b)

Type	Native Prairie (acres)
Restore	-
Protect in Fee with State PILT Liability	-
Protect in Fee w/o State PILT Liability	-
Protect in Easement	-
Enhance	24
Total	24

Total Requested Funding by Resource Type (Table 2)

Type	Wetland	Prairie	Forest	Habitat	Total Funding
Restore	-	\$62,300	-	-	\$62,300
Protect in Fee with State PILT Liability	-	-	-	-	-
Protect in Fee w/o State PILT Liability	-	-	-	-	-
Protect in Easement	-	-	-	\$1,000,000	\$1,000,000
Enhance	\$481,000	\$541,300	\$909,400	\$524,000	\$2,455,700
Total	\$481,000	\$603,600	\$909,400	\$1,524,000	\$3,518,000

Acres within each Ecological Section (Table 3)

Type	Metro/Urban	Forest/Prairie	SE Forest	Prairie	N. Forest	Total Acres
Restore	-	-	-	-	6	6
Protect in Fee with State PILT Liability	-	-	-	-	-	-
Protect in Fee w/o State PILT Liability	-	-	-	-	-	-
Protect in Easement	65	40	-	-	-	105
Enhance	136	239	-	-	-	375
Total	201	279	-	-	6	486

Total Requested Funding within each Ecological Section (Table 4)

Type	Metro/Urban	Forest/Prairie	SE Forest	Prairie	N. Forest	Total Funding
Restore	-	-	-	-	\$62,300	\$62,300
Protect in Fee with State PILT Liability	-	-	-	-	-	-
Protect in Fee w/o State PILT Liability	-	-	-	-	-	-
Protect in Easement	\$700,000	\$300,000	-	-	-	\$1,000,000
Enhance	\$1,070,700	\$1,385,000	-	-	-	\$2,455,700
Total	\$1,770,700	\$1,685,000	-	-	\$62,300	\$3,518,000

Average Cost per Acre by Resource Type (Table 5)

Type	Wetland	Prairie	Forest	Habitat
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Restore	-	\$10,383	-	-
Protect in Fee with State PILT Liability	-	-	-	-
Protect in Fee w/o State PILT Liability	-	-	-	-
Protect in Easement	-	-	-	\$9,523
Enhance	\$9,431	\$5,204	\$7,393	\$5,402

Average Cost per Acre by Ecological Section (Table 6)

Type	Metro/Urban	Forest/Prairie	SE Forest	Prairie	N. Forest
Restore	-	-	-	-	\$10,383
Protect in Fee with State PILT Liability	-	-	-	-	-
Protect in Fee w/o State PILT Liability	-	-	-	-	-
Protect in Easement	\$10,769	\$7,500	-	-	-
Enhance	\$7,872	\$5,794	-	-	-

Target Lake/Stream/River Feet or Miles

3000 feet

Parcels

Parcel Information

Sign-up Criteria?

[Yes - Sign up criteria is attached](#)

Explain the process used to identify, prioritize, and select the parcels on your list:

The ASP Partnership 10 - Year Strategic Conservation Action Plan utilizes multiple-criteria GIS analyses to identify and prioritize critical areas for habitat connectivity, SGCN, biodiversity, and native plant communities. For the ASP partnership's strategic plan, multiple-criteria decision analyses in GIS were performed to identify and prioritize critical areas for habitat using data sources layers that capture habitat connectivity, habitats that support species in greatest conservation need, terrestrial and aquatic sites of biodiversity, potential locations of groundwater influenced shallow wetlands, and native plant communities.

Partners used their local expertise, knowledge, and landowner contacts to identify parcels and scope out the activities. DNR parcels were submitted to DNR for review. At multiples points in the process, the direct recipients reviewed the parcel list collectively and culled parcels that did not rank highly on the Strategic Plan criteria.

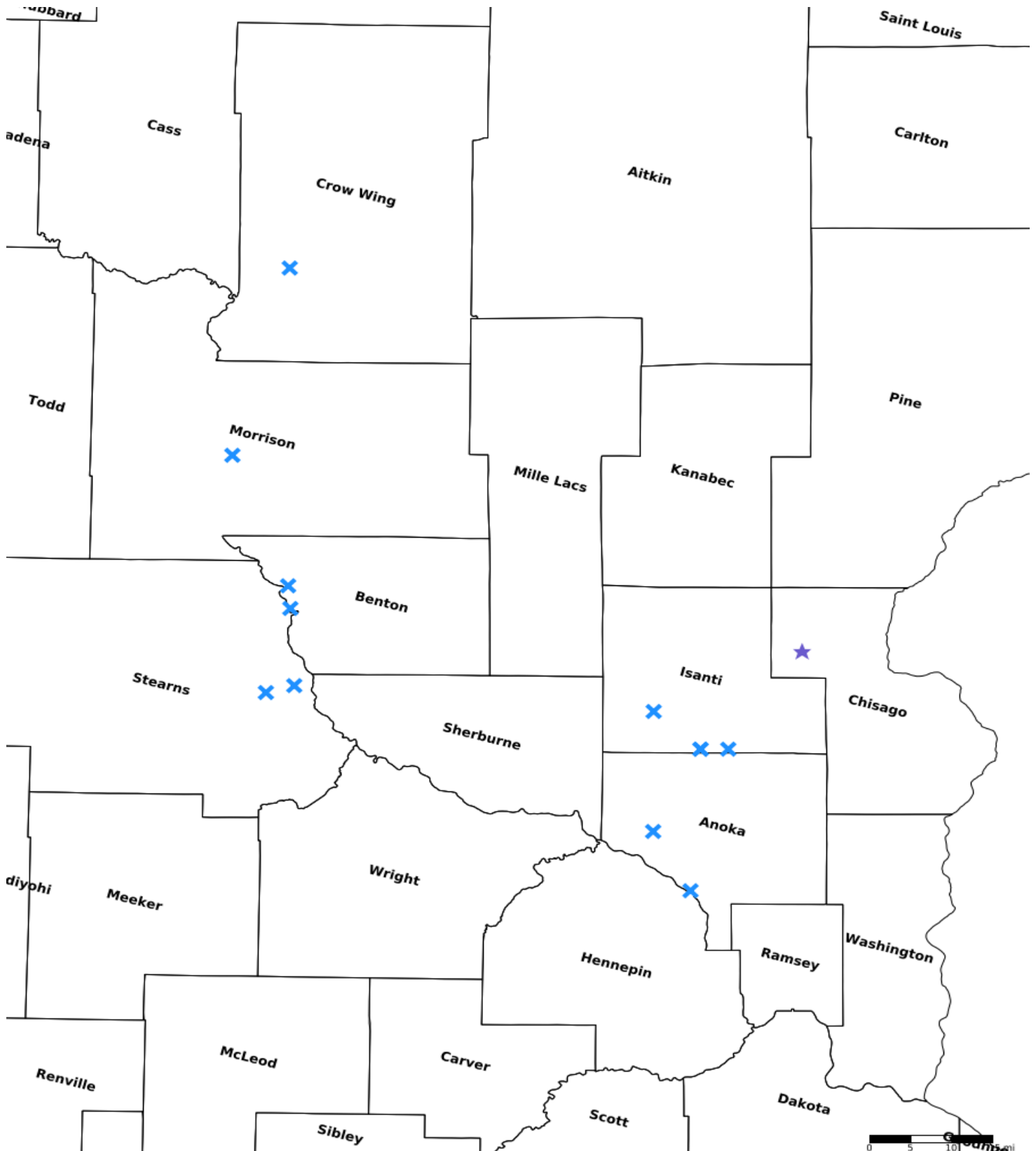
Note that in addition to the parcels below, we have included in this proposal MLT conservation easements. The Land Trust uses a competitive, market-based approach through an RFP process to identify interested landowners and prioritize parcels for conservation easement acquisition. All proposals submitted by landowners are evaluated and ranked relative to their ecological significance based on three primary factors: 1) size of habitat on the parcel; 2) condition of habitat on the parcel; and 3) the context (both in terms of amount/quality of remaining habitat and protected areas) within which the parcel lies. The criteria for parcel selection and ranking sheet for this program are included as an attachment.

Restore / Enhance Parcels

Name	County	TRDS	Acres	Est Cost	Existing Protection	Description
ACD - Anoka Nature Preserve	Anoka	03225213	20	\$117,600	Yes	Enhance prairie and wetland
ACD - Coon Rapids Dam Regional Park Phase 2	Anoka	03124227	31	\$217,400	Yes	Buckthorn control, woody control in savannas, Mississippi River shoreline
ACD - Wilenbring Rum RIM Conservation Easement	Anoka	03424223	24	\$138,500	Yes	Prairie enhancement in old field, enhance degraded wetland and degraded woodland along the Rum River
GRG - Bend in the River Regional Park Ph 2	Benton	03731204	10	\$100,000	Yes	Removal of invasive honeysuckle and buckthorn in riparian oak woodland.
GRG - Franciscan Sister of Little Falls: Umbria Retreat	Benton	03731221	80	\$319,000	Yes	Increase prairie diversity; non-native invasive and overabundant native woody species removal from oak and riparian woodlands on Mississippi River habitat corridor. Rx burn. Biochar production, application. Easement process underway
MLT - Goose Lake (Hansen)	Chisago	03622215	6	\$30,000	Yes	Prairie restoration in old fields, increase habitat value

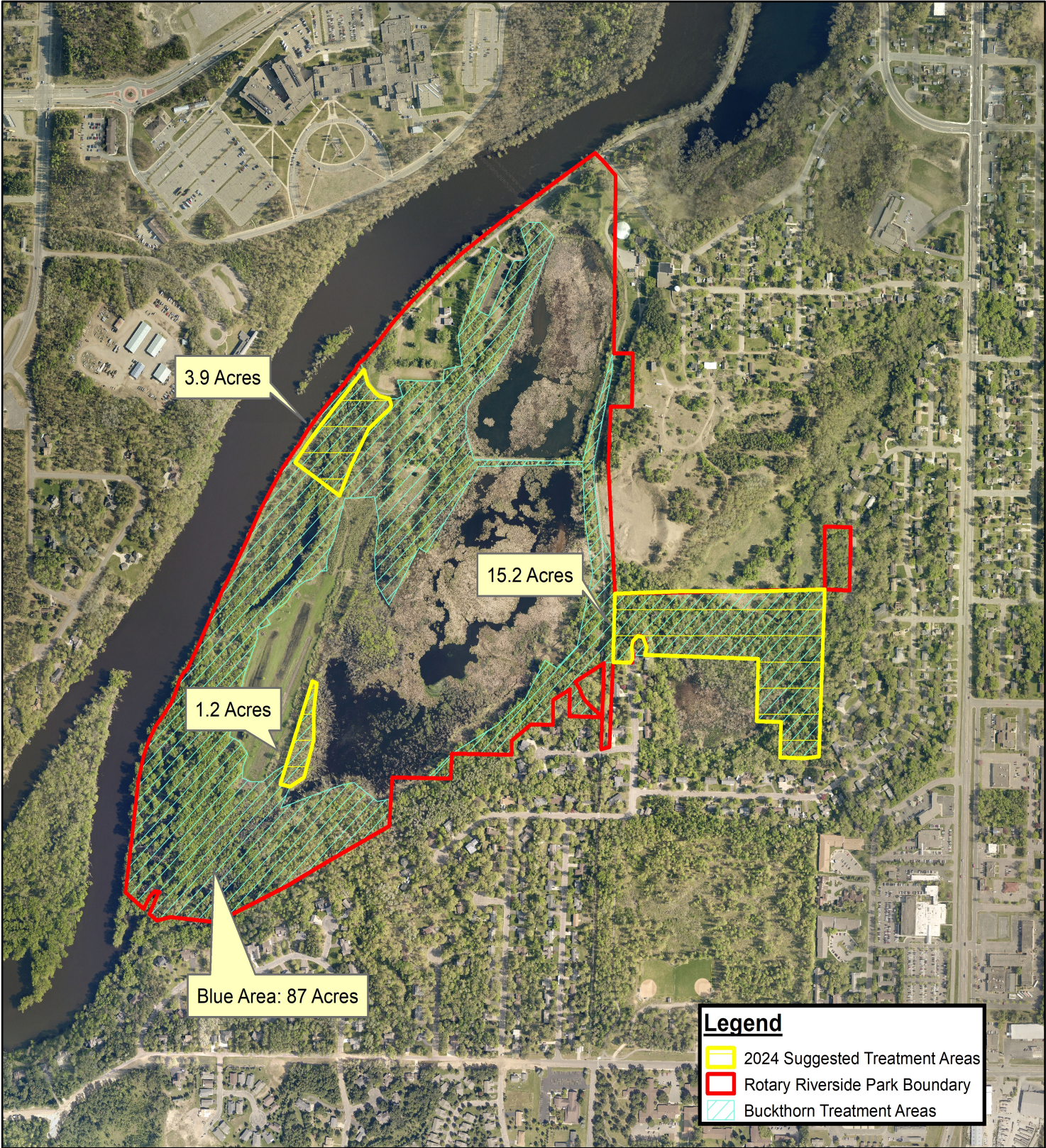
						of grassland openings in grassland/woodland matrix, expand openings
GRG - Rotary Riverside Park	Crow Wing	04531235	38	\$254,600	Yes	Invasive shrub control in upland, terrace, and floodplain forest.
ACD - Bethel WMA	Isanti	03424223	21	\$115,500	Yes	Enhance sedge meadow, rare plants
MLT - Tennyson Lake (Barrett)	Isanti	03525225	50	\$360,000	Yes	Enhancement of oak woodlands, invasive removal and follow up treatments
TNC - CCESR Stream Remeander	Isanti	03423220	20	\$300,000	Yes	Stream remeander and restoring hydrology to adjacent peatland
GRG - Little Falls School Forest	Morrison	04032209	15	\$150,000	Yes	Invasive shrub control in mesic forest
GRG - Big Woods Natural Area/Oak Hill Elementary School	Stearns	12428222	55	\$541,000	Yes	Woody Invasives removal; tree planting. Biochar production, application.. Need Woodland Stewardship Plan
GRG - Quarry Park & Reserve, Phase 2	Stearns	12428230	50	\$495,000	Yes	Invasive shrub control in forest, wetland, and rock outcrop habitat with rare species

Parcel Map



- Protect in Easement
- ▲ Protect in Fee with PILT
- Protect in Fee W/O PILT
- ★ Restore
- ✕ Enhance
- ✚ Other

Rotary Park 2024 Treatment Areas



0 250 500 1,000 Feet





Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Discussion of LIONS PARK at Buffalo Hills ADA Parking Stalls and Path/Service Road

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: Staff have received multiple ADA parking and park access concerns. The state senator has also been involved and is seeking update of final plans. Two ADA parking stalls have been installed and staff is seeking direction for the path/service road to the restrooms. The LIONS CLUB has requested a 8' wide for ADA accessibility. If individual in wheelchair was coming into the playground area and another person was leaving, an 8' wide path would be welcoming and comfortable for accessibility. The LIONS CLUB will also be recommending the Legacy Trail be 8' wide for good accessibility.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In the 2025 budget we have \$25,000 for ADA park improvements. The parking stalls will only be \$4,000??? and a 8' wide concrete access path will be about \$????.

RECOMMENDED ACTION/MOTION: Staff is recommending approval of the 8' wide concrete path from the parking stalls to the restrooms.

FINANCIAL IMPACT: \$????



Yes! This is art!



WINTER TRAILS.

Park Amenities:

Summer Activity Spaces

- 6 Regulation pickle ball courts
- 1 Youth basketball court
- 2 Youth softball fields with outfield Multi-Use
- Approx 2800' improved walking trails
- 3 Organically shaped ADA playground spaces

Winter Activity spaces

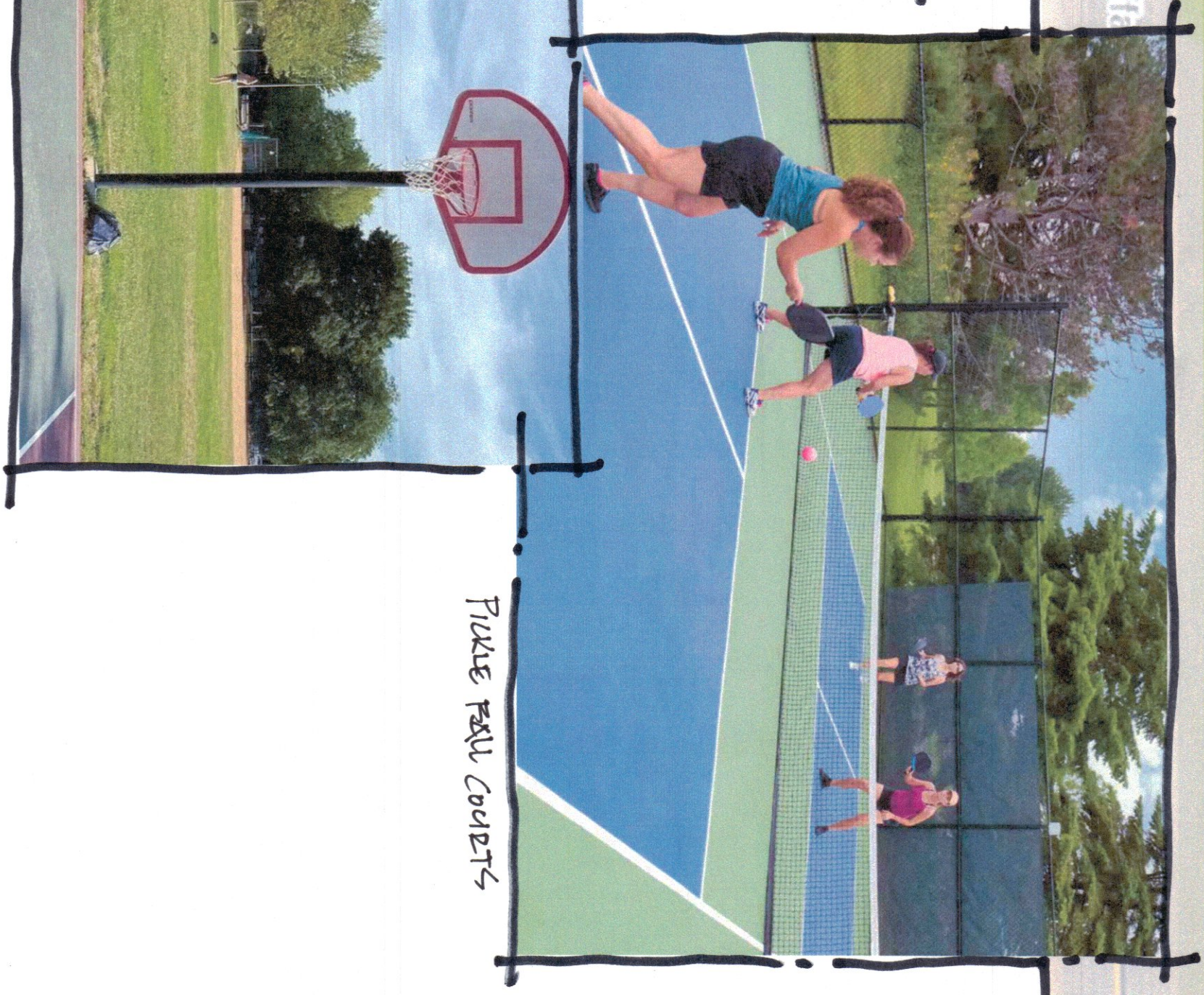
- Groomed walking/ snow shoe/ ski trail

Structures

- Bathroom and Concession building with seating space
- Lionhead drinking fountain
- Lit flagpole
- Park entrance sign
- 40 car gravel parking lot with improved handicap zone and path to playground
- Storage and maintenance building



ADA PLAY GROUNDS.

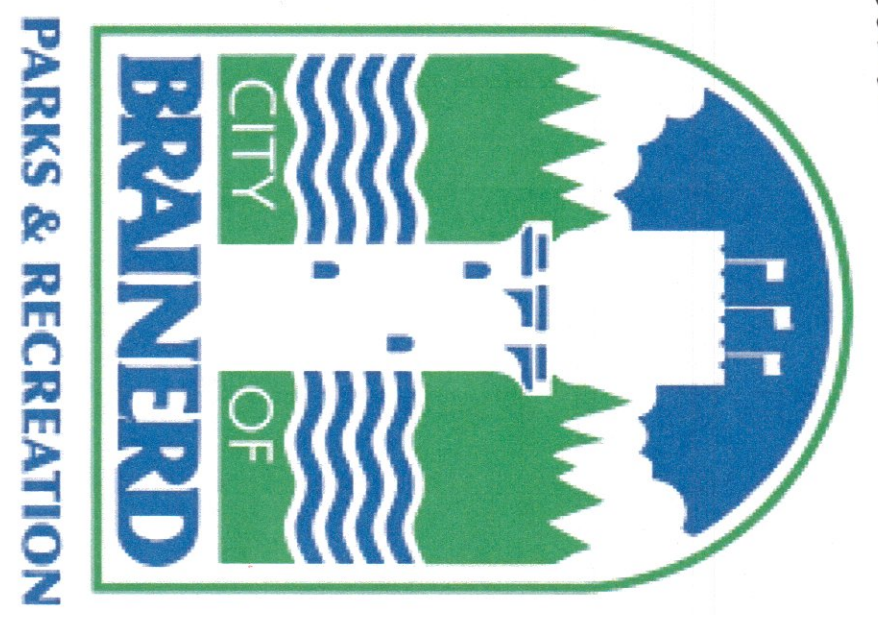


Basketball Ct.

Pickle Ball Courts

Lions Park at Buffalo Hills

MASTER PLAN REVISED 6/17/25





Park Board Agenda Request

MEETING DATE: July 22, 2025

TITLE OF ITEM: Approval of Changing Location for Great Pumpkin Fest

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Staff is recommending a change in venue for the upcoming Great Pumpkin Fest due to limitations. The proposed new location offers improved amenities, better access for attendees, and enhanced event layout opportunities.

This change aims to improve the overall experience for participants, vendors, and staff, while maintaining the event's traditions and seasonal appeal.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to approve changing the location of the Great Pumpkin Fest to Memorial Park.

FINANCIAL IMPACT:

RECREATION REPORT

Current:

Second Movies in the Park Date TBD

Playoffs beginning soon for MS1, MS2, Women's, and Coed softball

Playoffs beginning soon for Pickleball (Recreational & Advanced)

August 8th Registration Deadline for fall sports (kickball, softball, pickleball)

PARKS MAINTENANCE REPORT

- Memorial bench placement & Memorial tree placement
- Planting trees
- Making gate for JCP
- Edging sidewalks
- Repairing vandalism
- Fixing damaged doors
- Tilling beach
- Making watering system for downtown
- Weeding
- Mowing
- Preparing for tournaments

Thank you, National Guard, Shawn Middagh, & Troy Harris for helping at Lum & Gregory Park with projects!









🏆 Attention fall softball teams 🏆 Early registration for returning teams begins now. You can register one of three ways: By phone: 218-828-2320, In person: City Hall, 501 Laurel St. Brainerd, MN 56401, Online:

Tuesdays – Men's MS2



Wednesdays – Men's MS1



Thursdays – Coed



New team sign-ups begin July 28th. Final deadline to register is August 8th. Maximum of 9 teams per division. Cost is \$350. The season kicks off in late August once summer ball wraps up!

Registration is now open for Brainerd Parks & Recreation Fall Pickleball league!

Location: Memorial Park Pickleball Courts
1700 Mill Ave



Tuesday Competitive/Advanced league:

Format: Open Doubles (mixed, women's, or men's)

*Competitive/Advanced League (3.5 & higher Ratings): Geared towards more experienced players and a higher level of play.

Cost: \$40/team (\$20/person)

Sign up as a team

of Teams: Minimum 8 teams, Maximum 16

Season: August 26-September 30 (tentative dates) Begins once summer league concludes

Deadline to Register: August 8

Sign up at the City Hall: 501 Laurel St. Brainerd, MN 56401 or call 218-828-2320 or register online:

<https://secure.rec1.com/MN/brainerd-parks-recreation-mn/catalog?filter=c2VhcmNoPTM3Nzk0NjM=>



Thursday Recreational League:

Format: Open Doubles (mixed, women's, or men's)

*Recreational League: This league is focused on providing a fun and enjoyable experience for players who are rated 3.0 and under.

Cost: \$40/team (\$20/person)

Sign up as a team

of Teams: Minimum 8 teams, Maximum 16

Season: September 4-October 9 (tentative dates) Begins once summer league concludes

Deadline to Register: August 15

Sign up at the City Hall: 501 Laurel St. Brainerd, MN 56401 or call 218-828-2320 or register online:

<https://secure.rec1.com/MN/brainerd-parks-recreation-mn/catalog?filter=c2VhcmNoPTM3Nzk2NTk=>



PICKLEBALL RATING

CODE 01

1.0-2.0

IF YOU ARE NAIVE TO THE GAME & STILL UNDERSTANDING.

CODE 02

2.5

IF YOU HAVE LIMITED EXPERIENCE PLAYING PICKLEBALL AND YOU HAVE A BASIC UNDERSTANDING OF THE RULES.

CODE 03

3.0

YOU UNDERSTAND THE BASIC STRATEGY AND RULES OF PICKLEBALL, INCLUDING THAT YOU CAN KEEP THE SCORE PROPERLY.

CODE 04

3.5

YOU ARE STARTING TO VARY YOUR SHOTS BETWEEN THE HARD AND SOFT GAME AND MOVING SWITLY BETWEEN THE LINES/ZONES.

CODE 05

4.0

YOU HAVE A MODERATE NUMBER OF UNFORCED ERRORS, AND YOU UNDERSTAND HOW TO ATTACK YOUR OPPONENTS' WEAKNESSES.

CODE 06

4.5

IF YOU CAN HIT BOTH FOREHAND AND BACKHAND DRIVES, SERVES, RETURNS, DINKS, DROP SHOTS, AND VOLLEYS WITH PACE, SPIN, DEPTH, DIRECTION, CONSISTENCY AND CONTROL AND YOU CHANGE YOUR GAME PLAY TO ATTACK YOUR OPPONENTS' WEAKNESSES.

CODE 07

5.0

YOU HAVE MASTERED THE STRATEGY AND RULES OF PICKLEBALL, AND RARELY MAKE UNFORCED ERRORS.

CODE 08

5.5-6.0+

YOU HAVE MASTERED ALL SHOTS AND STRATEGIES, CONSTANTLY WINNING AGAINST THE BEST PROFESSIONAL PICKLEBALL PLAYERS AT THE TOURNAMENT LEVEL.



End of Summer Coed Softball Tournament
Theme for 2025:
A Day at the Beach
Date: August 23, 2025



End of Summer Pickleball Tournament
Theme for 2025:
A Day at the Beach
Date: August 23, 2025

Movies in the Park 2025 Recap

Date: 7/5/2025

Movie: The Goonies

Movie Start time: Around 9:15

Attendance: Around 75 people

Movies in the park 2025 was a success. Setting up took the full two hours before the scheduled movie start time (9pm). It was not quite dark enough for the screen at 9, so the mayor had a “Goonies” themed treasure hunt for the guests where they could find either a code to get a gift card for the movie theatre, or coins for free popcorn. This was a great idea and it got the guests involved so they didn’t have to wait for us to decide when to start. The movie ran without any issues. We had the closed captions turned on per request. Packing up was fast and went smoothly, we were done before midnight. The longest part of setting up and taking down was the inflatable screen. We needed many people to deflate the screen and get it rolled up small enough. Overall, we did not have any major issues.

Things to take into consideration next time: A pull-down screen, another themed game or activity, later start time.