



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, October 28, 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 ___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 Rosallini's Trunk-or-Treat Event at Memorial 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. **Discussion of the Revised Agreement with Brainerd YMCA and Independent School District No. 181 for Youth Recreation Programs**

B. **Discussion and Approval of ADA Budget for 2025**

8. **New Business**

- A. **Discussion and Approval Of the Ski Loons Rebuilding Lum Park Pavilion and Agreement Changes**
- B. **Lakes Area Youth Soccer Association**
- C. **Discussion and Approval of Memorial Park And Lum Park Pavilion Demolish**
- D. **Discussion of Fire Pit at Lum Park**
- E. **Approval Capital Equipment 2026**
- F. **Discussion of Field Maintenance Cost & Time**
- G. **Lum Park Campground Rate Review and Fee Schedule Update**
- H. **Review and Adoption of 2026 Fee Schedule**
- I. **Approval of Special Event Revenue and Expenditure Request**
- J. **Review and Approval of Concession Stand Leftover Inventory**
- K. **Approval of Updated Solar Development Agreement at Rotary Park**
- L. **Discussion on Future Grant Proposals with Legislative Citizen Commission on MN Resources (LCCMR)**
- M. **Discussion of Baseball Group Ageless Wonders**
- 9. **Staff Reports**
(Verbal: Any Updates since Packet)
 - A. **Great Pumpkin Festival Summary**
 - B. **Staff Reports**
- 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 Chair Berns in the City Council Chambers.

Roll Call

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

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

Chair Berns opened the meeting with the Pledge of Allegiance to the flag.

Approval of Agenda

MOVED AND SECONDED BY MEMBERS SHIPE AND SCHAEFER DULY CARRIED, TO AMEND THE AGENDA BY MOVING 9B AFTER PUBLIC FORUM AND TABLE 8A, 9C, AND 9D TO NEXT MONTHS MEETING.

Upon roll call, Members Schaefer, Shipe, and Berns voted "aye". 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**

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

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

Upon roll call, Members Schaefer, Shipe, and Berns voted "aye". No member voted "nay". The Chair declared the motion carried.

Public Forum

Chair Berns opened public forum at 4:02 p.m.

Pete Bloomer, 15721 Patterson Rd., a retired teacher and businessman who plays tennis with twenty-five seniors at Gregory Park tennis courts about six hours a week. States that there are about three hundred and fifty to four hundred yards of cracks and was inquiring if he could get permission to get fixed with his own money. Stated he talked to Public Works Director Habighorst and will be working with him to make a request to Park Board to get the tennis courts fixed.

Chair Berns closed public forum at 4:04 p.m.

August 26, 2025

New Business

Approval of 2026 Campground Host Agreement

Public Works Director Habighorst brought forth the 2026 Campground Host Agreement for approval. The hosts provide general support and light duties to the campground.

Chair Berns clarified if this agreement was the same as last year and confirmed that there were no changes to the agreement.

Member Schaefer asked if next year staff could put together a care package for the campers who are coming with information about Brainerd Lakes and events in the area that are happening.

Mayor Badeaux suggested working with Visit Brainerd.

MOVED AND SECONDED BY MEMBERS SHIPE AND SCHAEFER TO APPROVE THE 2026 CAMPGROUND HOST AGREEMENT.

Upon roll call, Members Schaefer, Shipe, and Berns voted “aye”. No member voted “nay”. The Chair declared the motion carried.

Presentations

Shane from Brainerd YMCA wanted to thank Park Board for the City Parks, went on to discuss the YMCA youth programs and how it's not just a sports schedule but together we've built opportunities to grow, learn, connect, and thrive together through sports. It's not just about skills and competitiveness aspect, it's bringing families together, it is letting kids have opportunities to succeed and develop skills that are with them for life beyond just sports. The Brainerd YMCA was able to provide kids with healthy snacks with each session this summer which is new to the Brainerd YMCA. The Brainerd YMCA were able to reach five hundred youth across Brainerd. Programs included flag football, basketball, soccer, t-ball, softball, and lacrosse and we've had a steady increase from year to year. Stated that this year they were down a little with signups and relates that to an increase in cost but did lower the prices again, so they are more attainable for people in the community. Brainerd YMCA also offers financial assistance. Highlights in outreach included WJJY interviews, summer sports program marketed through the Community Ed Guide that reaches 24,000 households, and social media outreach. Every year an impact study is sent out to all the families who have participated in youth sports and proceed to discuss the ratings from the study.

Community Education presented to Park Board the summers participation stats and discussed the report and the youth sports they provide each summer. Discussed that baseball numbers are going down as kids are starting to sign up with different programs outside of Community Education. Presented that some of the programs they combined as there weren't enough youth that signed up, discussed that expect to see more of that in the future.

Member Shipe asked if they are going to offer clinics if there are not enough youth signed up, asked long term if they have any ideas for plans.

Community Education discussed that they will start to come up with some ideas and try to have a plan next year. Discussed that they lost their baseball coordinator. Discussed adjusting the age to combine programs if there are not enough signups.

New Business

August 26, 2025

Approval of Concrete Path from Parking Lot to Restroom at Lions Park at Buffalo Hills

Public Works Director Habighorst discussed that two parking stalls were put in and discussed that ADA accessibility and discussed that the five-foot and eight-foot-wide paths that are recommended to Park Board last meeting, bids have been obtained for Park Board to review and approve. Lions Club would pay the difference in cost.

Chair Berns asked if there will be enough room for the eight-foot-wide path and if the master plan was reviewed for this.

Mayor Badeaux asked to prevent driving in the park what measure will be in place to prevent driving in the park. What implementations will be put in place.

Public Works Director Habighorst suggested having bollards put in to prevent driving in the park.

More discussion on the concrete path and which options would be best fit for the park.

MOVED AND SECONDED BY SHIPE AND SCHAEFER TO DIRECT STAFF TO EXPLORE OTHER IMPROVEMENTS WE CAN MAKE THIS YEAR WITH THE ADA BUDGET.

Upon roll call, Members Schaefer, Shipe, and Berns voted "aye". No member voted "nay". The Chair declared the motion carried.

Staff Reports Recreational Events

Administrative Specialist Asbach discussed the new grid that is being conducted with the parks department and the data that is collected into a spreadsheet of the amount of time it takes to complete daily tasks in the parks.

Recreational Specialist discussed the updated flyer with the added sponsors for the Great Pumpkin Festival and discussed the need for extra volunteers for the event.

Board Reports

Member Shipe asked how the concert at Memorial Park Mills Field went.

Public Works Director Habighorst discussed how the concert went great, stated that there were two complaints regarding noise, the numbers hadn't come back yet but stated there were about five hundred people in attendance.

Adjourn

MOVED AND SECONDED BY MEMBER SHIPE AND SCHAEFER DULY CARRIED TO ADJOURN THE MEETING.

Upon roll call, Members Schaefer, Shipe, Berns voted "aye". No member voted "nay". The Chair declared the motion carried.

Member Miller adjourned the meeting at 4:46 p.m.

JD Berns
Park Board President

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0011 - ACE HARDWARE:							
335100/1 89934	ACE HARDWARE FAUCET WASHER - MILLS 230-5200-42221	09/11/2025 pziemer R&M- MILLS FIELD	10/08/2025	1.42 1.42	0.00	Paid	Y 10/08/2025
335521/1 90130	ACE HARDWARE RECYCLE FLUORESCENT BULBS 230-5200-42220	10/01/2025 pziemer REPAIR & MAINT	10/08/2025	8.00 8.00	0.00	Paid	Y 10/08/2025
335490/1 90132	ACE HARDWARE PAINT ROLLERS 230-5200-42220	09/30/2025 pziemer REPAIR & MAINT	10/08/2025	5.39 5.39	0.00	Paid	Y 10/08/2025
335741/1 90250	ACE HARDWARE ANTIFREEZE/PUMP 230-5200-42220	10/13/2025 pziemer REPAIR & MAINT	10/22/2025	55.19 55.19	0.00	Paid	Y 10/22/2025
335768/1 90289	ACE HARDWARE CONCRETE & LEVEL DOWNTOWN HISTORY 230-5200-42220	10/14/2025 pziemer REPAIR & MAINT	10/22/2025	14.28 14.28	0.00	Paid	Y 10/22/2025
Total for vendor 0011 - ACE HARDWARE:				84.28	0.00		
Vendor 2670 - AMERICAN STEEL SUPPLY INC:							
127608 90267	AMERICAN STEEL SUPPLY INC BATTING CAGES 230-5200-42220	09/26/2025 pziemer REPAIR & MAINT	10/22/2025	442.02 442.02	0.00	Paid	Y 10/22/2025
Total for vendor 2670 - AMERICAN STEEL SUPPLY INC:				442.02	0.00		
Vendor 3906 - BRAINERD FAMILY YMCA:							
0000000314 89938	BRAINERD FAMILY YMCA 2025 PARKS PROGRAMMING 230-5200-43300	09/01/2025 pziemer PROFESSIONAL SERVICES	10/08/2025	15,000.00 15,000.00	0.00	Paid	Y 10/08/2025
Total for vendor 3906 - BRAINERD FAMILY YMCA:				15,000.00	0.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
AUG 25/PARKS 89905	BRAINERD PUBLIC UTILITIES 7/24/25-8/24/25 PARKS UTILITIES 230-5200-43381	09/17/2025 pziemer BPU UTILITIES	09/25/2025	16,153.20 14,656.55	0.00	Paid	Y 09/25/2025

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DB: Brainerd

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EXP CHECK RUN DATES 09/16/2025 - 10/22/2025

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BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	230-5280-43380	UTILITIES		1,496.65			
SEPT 25/PARKS 90255	BRAINERD PUBLIC UTILITIES	10/14/2025	10/22/2025	11,190.05	0.00	Paid	Y 10/22/2025
	8/24/25-9/24/25 PARKS DEPT UTILITIES pziemer						
	230-5200-43381	BPU UTILITIES		10,270.98			
	230-5280-43380	UTILITIES		919.07			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			27,343.25	0.00		

Vendor 0307 - CENTERPOINT ENERGY:

92166-0/SEPT25/PKS

90104	CENTERPOINT ENERGY	09/25/2025	10/08/2025	83.41	0.00	Paid	Y 10/08/2025
	8/16/25-9/16/25 PARKS GARAGE pziemer						
	230-5200-43380	UTILITIES		83.41			
	Total for vendor 0307 - CENTERPOINT ENERGY:			83.41	0.00		

Vendor 4301 - CENTRAL LAKES FERTILIZING:

377

89924	CENTRAL LAKES FERTILIZING	09/06/2025	10/08/2025	6,215.00	0.00	Paid	Y 10/08/2025
	FALL WEED AND FEED pziemer						
	400-5200-45500	PARKS CAPITAL OUTLAY		6,215.00			
	Total for vendor 4301 - CENTRAL LAKES FERTILIZING:			6,215.00	0.00		

Vendor 0125 - CTC - 446126:

21659357

89889	CTC - 446126	09/12/2025	09/19/2025	214.15	0.00	Paid	Y 09/19/2025
	9/12-10/11 CAMPGROUND INTERNET/WIFI pziemer						
	230-5280-43321	TELEPHONE		214.15			

21669444/PKS

89892	CTC - 446126	09/12/2025	09/19/2025	320.81	0.00	Paid	Y 09/19/2025
	9/12-10/11 PARKS CH PHONES/INTERNET pziemer						
	230-5200-43321	TELEPHONE		320.81			

21675050/PKS

90303	CTC - 446126	10/12/2025	10/22/2025	320.81	0.00	Paid	Y 10/22/2025
	10/12-11/11 PARKS PHONE/INTERNET pziemer						
	230-5200-43321	TELEPHONE		320.81			

21680169

90308	CTC - 446126	10/12/2025	10/22/2025	3,156.79	0.00	Paid	Y 10/22/2025
	10/12-11/11 CAMPGROUND WIFI & pziemer						
	230-5280-43321	TELEPHONE		3,156.79			
	Total for vendor 0125 - CTC - 446126:			4,012.56	0.00		

Vendor 3438 - DAHLHEIMER BEVERAGE:

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2567385 90266	DAHLHEIMER BEVERAGE SANITIZER, SOAP, TP 230-5200-42210	09/11/2025 pziemer	10/22/2025	575.90	0.00	Paid	Y 10/22/2025
	OPERATING SUPPLIES			575.90			
	Total for vendor 3438 - DAHLHEIMER BEVERAGE:			575.90	0.00		
Vendor 1859 - ENTERPRISE FM TRUST - ATTN: BILLING:							
FBN5455234/PKS 90220	ENTERPRISE FM TRUST - ATTN: BILLING OCT 25 PKS VEHICLE LEASE 230-5200-43331	10/03/2025 pziemer	10/22/2025	6,606.99	0.00	Paid	Y 10/22/2025
	LEASE PAYMENTS			6,606.99			
	Total for vendor 1859 - ENTERPRISE FM TRUST - ATTN: BILLING:			6,606.99	0.00		
Vendor 1388 - HEIMAN INC.:							
0947286-IN 90297	HEIMAN INC. QTY 6 - ICE RINK FILLER HOSE 230-5200-42210	10/07/2025 pziemer	10/22/2025	1,313.00	0.00	Paid	Y 10/22/2025
	OPERATING SUPPLIES			1,313.00			
	Total for vendor 1388 - HEIMAN INC.:			1,313.00	0.00		
Vendor 0203 - HOLDEN ELECTRIC:							
81490 89953	HOLDEN ELECTRIC MILLS FIELD - ELECTRIAL REPAIRS 230-5200-42221	09/12/2025 pziemer	10/08/2025	572.38	0.00	Paid	Y 10/08/2025
	R&M- MILLS FIELD			572.38			
	Total for vendor 0203 - HOLDEN ELECTRIC:			572.38	0.00		
Vendor 3220 - IMPERIAL DADE:							
4434139/PKS 90185	IMPERIAL DADE JANITORIAL SUPPLIES - PARKS 230-5200-42220	10/07/2025 pziemer	10/22/2025	59.89	0.00	Paid	Y 10/22/2025
	REPAIR & MAINT			59.89			
	Total for vendor 3220 - IMPERIAL DADE:			59.89	0.00		
Vendor 3517 - ISD #181 COMMUNITY ED DEPT:							
BRD 2025 -2 89952	ISD #181 COMMUNITY ED DEPT 2ND HALF 2025 PROGRAMMING PAYMENT 230-5200-43300	09/01/2025 pziemer	10/08/2025	7,500.00	0.00	Paid	Y 10/08/2025
	PROFESSIONAL SERVICES			7,500.00			
	Total for vendor 3517 - ISD #181 COMMUNITY ED DEPT:			7,500.00	0.00		
Vendor MISC - KRISTEN MINNERATH:							

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CR: 95479719							
89917	KRISTEN MINNERATH PARTIAL CAMPING REFUND 230-5280-34710	09/25/2025 pziemer	09/25/2025	40.00	0.00	Paid	Y 09/25/2025
	CAMPGROUND REVENUE			40.00			
	Total for vendor MISC - KRISTEN MINNERATH:			40.00	0.00		
Vendor 3418 - LAKES AREA LOCK & DOOR HARDWARE, IN:							
125885							
90076	LAKES AREA LOCK & DOOR HARDWARE, IN STAMPED KEYS - LESS SALES TAX 230-5200-42220	09/19/2025 pziemer	10/08/2025	210.00	0.00	Paid	Y 10/08/2025
	REPAIR & MAINT			210.00			
	Total for vendor 3418 - LAKES AREA LOCK & DOOR HARDWARE, IN:			210.00	0.00		
Vendor 4355 - LAKES BOUNCE LLC:							
108701-2025							
90077	LAKES BOUNCE LLC BOUNCE HOUSE - GREAT PUMPKIN 230-5211-42210	09/01/2025 pziemer	10/08/2025	275.00	0.00	Paid	Y 10/08/2025
	OPERATING SUPPLIES			275.00			
	Total for vendor 4355 - LAKES BOUNCE LLC:			275.00	0.00		
Vendor 0227 - LAKES PRINTING:							
00228543							
90163	LAKES PRINTING QTY 3 POSTERS LCCMR PRESENTATION 101-1700-42210	09/15/2025 pziemer	10/22/2025	74.50	0.00	Paid	Y 10/22/2025
	OPERATING SUPPLIES			74.50			
	Total for vendor 0227 - LAKES PRINTING:			74.50	0.00		
Vendor 2141 - M&M EXPRESS SALES & SERVICE:							
599787							
90189	M&M EXPRESS SALES & SERVICE HYDRO OIL X5 230-5200-42220	09/30/2025 pziemer	10/22/2025	249.95	0.00	Paid	Y 10/22/2025
	REPAIR & MAINT			249.95			
599957							
90227	M&M EXPRESS SALES & SERVICE RETURN QTY 4 HYPR-OIL 230-5200-42220	10/01/2025 pziemer	10/22/2025	(199.96)	0.00	Paid	Y 10/22/2025
	REPAIR & MAINT			(199.96)			
	Total for vendor 2141 - M&M EXPRESS SALES & SERVICE:			49.99	0.00		
Vendor 2392 - MENARDS:							
54416							
89947	MENARDS LOONFEST - PLYWOOD FOR FIELD	09/18/2025 pziemer	10/08/2025	815.52	0.00	Paid	Y 10/08/2025

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DB: Brainerd

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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						
	230-5200-42220	REPAIR & MAINT		407.76			
	235-3100-42220	REPAIR & MAINT		407.76			
	Total for vendor 2392 - MENARDS:			815.52	0.00		
Vendor 0889 - MENARDS - BAXTER :							
55722 90288	MENARDS - BAXTER	10/07/2025	10/22/2025	18.94	0.00	Paid	Y
	QTY 2 COMBINATION WRENCH LMP	pziemer					10/22/2025
	230-5200-42240	SMALL TOOLS		18.94			
	Total for vendor 0889 - MENARDS - BAXTER :			18.94	0.00		
Vendor 3394 - MIDWEST MACHINERY CO:							
10626523 89974	MIDWEST MACHINERY CO	09/12/2025	10/08/2025	35.76	0.00	Paid	Y
	BLADES - JD EDGER	pziemer					10/08/2025
	230-5200-42220	REPAIR & MAINT		35.76			
10662714 90190	MIDWEST MACHINERY CO	10/08/2025	10/22/2025	65.14	0.00	Paid	Y
	AIR FILTERS	pziemer					10/22/2025
	230-5200-42220	REPAIR & MAINT		65.14			
	Total for vendor 3394 - MIDWEST MACHINERY CO:			100.90	0.00		
Vendor 0798 - MR TIRE:							
42381 90201	MR TIRE	10/01/2025	10/22/2025	21.61	0.00	Paid	Y
	REPAIR TIRE - VIN5222	pziemer					10/22/2025
	230-5200-42220	REPAIR & MAINT		21.61			
	Total for vendor 0798 - MR TIRE:			21.61	0.00		
Vendor 0284 - OFFICE SHOP:							
1158594-0 89951	OFFICE SHOP	09/22/2025	10/08/2025	26.16	0.00	Paid	Y
	STENO BOOKS - PARKS	pziemer					10/08/2025
	230-5200-42200	OFFICE SUPPLIES		26.16			
1158594-1 90075	OFFICE SHOP	09/26/2025	10/08/2025	41.72	0.00	Paid	Y
	PAPER/TAPE	pziemer					10/08/2025
	101-1940-42200	OFFICE SUPPLIES		41.72			
1159097-0 90282	OFFICE SHOP	10/10/2025	10/22/2025	27.24	0.00	Paid	Y
	BINDERS - PW	pziemer					10/22/2025
	101-1940-42200	OFFICE SUPPLIES		27.24			

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1159097-1 90283	OFFICE SHOP SHARPIES - PW 101-1940-42200	10/10/2025 pziemer	10/22/2025	16.14	0.00	Paid	Y 10/22/2025
	OFFICE SUPPLIES			16.14			
1159097-2 90284	OFFICE SHOP WHITEBOARD - PW 101-1940-42200	10/10/2025 pziemer	10/22/2025	337.00	0.00	Paid	Y 10/22/2025
	OFFICE SUPPLIES			337.00			
	Total for vendor 0284 - OFFICE SHOP:			448.26	0.00		
Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:							
1647-388908 90191	O'REILLY AUTOMOTIVE STORES INC. PIN AND CLIP FOR RECEIVER HITCH 230-5200-42220	10/03/2025 pziemer	10/22/2025	14.99	0.00	Paid	Y 10/22/2025
	REPAIR & MAINT			14.99			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			14.99	0.00		
Vendor 4419 - ROSALLINIS BRAINERD LLC:							
SEPT 2025 90269	ROSALLINIS BRAINERD LLC PIZZA FOR CONCESSIONS - SEPT 2025 230-5204-42210	09/30/2025 pziemer	10/22/2025	162.00	0.00	Paid	Y 10/22/2025
	OPERATING SUPPLIES			162.00			
	Total for vendor 4419 - ROSALLINIS BRAINERD LLC:			162.00	0.00		
Vendor MISC - THE PAINTED TURTLE:							
10/6/25 90180	THE PAINTED TURTLE GREAT PUMPKIN - FACE PAINTING 230-5211-42210	10/06/2025 pziemer	10/22/2025	525.00	0.00	Paid	Y 10/22/2025
	OPERATING SUPPLIES			525.00			
	Total for vendor MISC - THE PAINTED TURTLE:			525.00	0.00		
Vendor 0344 - WASTE PARTNERS INC:							
59X01172 90135	WASTE PARTNERS INC SEPT 25 CAMPGROUND WASTE REMOVAL 230-5280-43380	09/30/2025 pziemer	10/08/2025	144.76	0.00	Paid	Y 10/08/2025
	UTILITIES			144.76			
59X01179 90141	WASTE PARTNERS INC SEPT 25 PARKS DEPT WASTE REMOVAL 230-5200-43380	09/30/2025 pziemer	10/08/2025	936.00	0.00	Paid	Y 10/08/2025
	UTILITIES			936.00			
	Total for vendor 0344 - WASTE PARTNERS INC:			1,080.76	0.00		

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User: lasbach

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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EXP CHECK RUN DATES 09/16/2025 - 10/22/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 3199 - WEX BANK:							
107833478/PKS 90235*	WEX BANK	09/30/2025	10/22/2025	1,713.74	0.00	Paid	Y 10/22/2025
	SEPT 25 PARKS DEPT FUEL AND CAR WASH	pziemer					
	230-5200-42212	MOTOR FUELS		1,708.10			
	230-5200-42220	REPAIR & MAINT		10.00			
	230-5200-42212	MOTOR FUELS		(4.36)			
	Total for vendor 3199 - WEX BANK:			1,713.74	0.00		
Vendor 4305 - WRUCK SEWER & PORTABLE RENTAL LLC:							
I30306 90169	WRUCK SEWER & PORTABLE RENTAL LLC	10/06/2025	10/22/2025	470.00	0.00	Paid	Y 10/22/2025
	SEPT 2025 PORTABLE RENTALS	pziemer					
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5200-43410	RENTAL EXPENSE		335.00			
I29699 90170	WRUCK SEWER & PORTABLE RENTAL LLC	09/04/2025	10/22/2025	470.00	0.00	Paid	Y 10/22/2025
	AUG 25 PORTABLE RENTALS	pziemer					
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5200-43410	RENTAL EXPENSE		335.00			
	Total for vendor 4305 - WRUCK SEWER & PORTABLE RENTAL LLC:			940.00	0.00		
PCard: 2257 U.S. BANK Card Holder: CITY HALL							
Vendor 3698 - AMAZON:							
9/10/25 90018	AMAZON	09/10/2025	10/08/2025	35.48	0.00	Paid	Y 10/08/2025
	EASEL STAND	pziemer					
	101-1940-42200	OFFICE SUPPLIES		35.48			
9/8/25 90019	AMAZON	09/08/2025	10/08/2025	29.89	0.00	Paid	Y 10/08/2025
	POTATO SACK RACE BAGS	pziemer					
	230-5211-42210	OPERATING SUPPLIES		29.89			
	Total for vendor 3698 - AMAZON:			65.37	0.00		
Vendor 0284 - OFFICE SHOP:							
9/18/25 90010	OFFICE SHOP	09/18/2025	10/08/2025	33.80	0.00	Paid	Y 10/08/2025
	LAMINATE POUCHES - OFFICE SUPPLIES	pziemer					
	230-5200-42200	OFFICE SUPPLIES		33.80			
	Total for vendor 0284 - OFFICE SHOP:			33.80	0.00		
Total PCard: 2257 U.S. BANK Card Holder: CITY HALL				99.17	0.00		

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
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PCard: 2257 U.S. BANK Card Holder: PARKS

Vendor MISC - AUTOZONE:

9/12/25 90022	AUTOZONE ARMOR ALL 230-5200-42220	09/12/2025 pziemer	10/08/2025	13.99	0.00	Paid	Y 10/08/2025
	REPAIR & MAINT			13.99			
	Total for vendor MISC - AUTOZONE:			13.99	0.00		

Vendor 3711 - COSTCO:

9/19/25 90023	COSTCO WATER - CONCESSIONS 230-5204-42210	09/19/2025 pziemer	10/08/2025	3.99	0.00	Paid	Y 10/08/2025
	OPERATING SUPPLIES			3.99			
	Total for vendor 3711 - COSTCO:			3.99	0.00		

Vendor 3974 - DUNHAMS SPORTS :

9/12/25 90024	DUNHAMS SPORTS MARKERS - SPECIAL EVENTS GREAT 230-5211-42210	09/12/2025 pziemer	10/08/2025	19.98	0.00	Paid	Y 10/08/2025
	OPERATING SUPPLIES			19.98			
	Total for vendor 3974 - DUNHAMS SPORTS :			19.98	0.00		

Vendor 3719 - FLEET FARM:

9/10/25 90025*	FLEET FARM WAGON (GENL EVENTS), SPOON, BALLS- 230-5211-42210	09/10/2025 pziemer	10/08/2025	117.66	0.00	Paid	Y 10/08/2025
	OPERATING SUPPLIES			156.95			
	SPECIAL EVENTS REVENUE			(39.29)			
	Total for vendor 3719 - FLEET FARM:			117.66	0.00		

Vendor 1956 - LANDSBURG LANDSCAPE NURSERY INC:

9/18/25 90027	LANDSBURG LANDSCAPE NURSERY INC MEMORIAL TREE -LEMAIR 230-5225-42220	09/18/2025 pziemer	10/08/2025	149.99	0.00	Paid	Y 10/08/2025
	REPAIR & MAINT			149.99			
	Total for vendor 1956 - LANDSBURG LANDSCAPE NURSERY INC:			149.99	0.00		

Vendor 0268 - MN RECREATION & PARK ASSN:

9/9/2025 90028	MN RECREATION & PARK ASSN 2025 CONFERENCE REG. - L.ASBACH	09/09/2025 pziemer	10/08/2025	490.00	0.00	Paid	Y 10/08/2025
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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 09/16/2025 - 10/22/2025

BOTH JOURNALIZED AND UNJOURNALIZED

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
PCard: 2257 U.S. BANK Card Holder: PARKS							
	230-5200-43330	PROFESSIONAL DEVELOPMENT		490.00			
9/9/25 - 2 90029	MN RECREATION & PARK ASSN 2025 CONFERENCE REG. - T.HARRIS 230-5200-43330	09/09/2025 pziemer	10/08/2025	490.00	0.00	Paid	Y 10/08/2025
		PROFESSIONAL DEVELOPMENT		490.00			
9/9/2025 - 2 90034	MN RECREATION & PARK ASSN 2025 CONFERENCE REG. - K.HUETHER 230-5200-43330	09/09/2025 pziemer	10/08/2025	490.00	0.00	Paid	Y 10/08/2025
		PROFESSIONAL DEVELOPMENT		490.00			
	Total for vendor 0268 - MN RECREATION & PARK ASSN:			1,470.00	0.00		
Vendor 4440 - SUPER ONE FOODS - BRAINERD:							
9/24/25 90031	SUPER ONE FOODS - BRAINERD CONCESSIONS - BUNS 230-5204-42210	09/24/2025 pziemer	10/08/2025	24.43	0.00	Paid	Y 10/08/2025
		OPERATING SUPPLIES		24.43			
	Total for vendor 4440 - SUPER ONE FOODS - BRAINERD:			24.43	0.00		
Vendor 3856 - WALGREEN CO:							
8/26/25 90032	WALGREEN CO PHOTO - SOFTBALL LEAGUE 230-5215-42210	09/01/2025 pziemer	10/08/2025	0.78	0.00	Paid	Y 10/08/2025
		OPERATING SUPPLIES		0.78			
	Total for vendor 3856 - WALGREEN CO:			0.78	0.00		
Vendor 0006 - WALMART COMMUNITY/GECRB:							
9/24/25 90033	WALMART COMMUNITY/GECRB PAINT BRUSHES - GREAT PUMKIN 230-5211-42210	09/24/2025 pziemer	10/08/2025	14.19	0.00	Paid	Y 10/08/2025
		OPERATING SUPPLIES		14.19			
	Total for vendor 0006 - WALMART COMMUNITY/GECRB:			14.19	0.00		
Total PCard: 2257 U.S. BANK Card Holder: PARKS				1,815.01	0.00		

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

# of Invoices:	58	# Due:	0	Totals:	78,414.03	0.00
# of Credit Memos:	1	# Due:	0	Totals:	(199.96)	0.00
Net of Invoices and Credit Memos:					78,214.07	0.00

* 2 Net Invoices have Credits Totalling: (43.65)

--- TOTALS BY GL DISTRIBUTION ---

101-1700-42210	OPERATING SUPPLIES	74.50
101-1940-42200	OFFICE SUPPLIES	457.58
230-5200-42200	OFFICE SUPPLIES	59.96
230-5200-42210	OPERATING SUPPLIES	1,888.90
230-5200-42212	MOTOR FUELS	1,703.74
230-5200-42220	REPAIR & MAINT	1,414.01
230-5200-42221	R&M- MILLS FIELD	573.80
230-5200-42240	SMALL TOOLS	18.94
230-5200-43300	PROFESSIONAL SERVICES	22,500.00
230-5200-43321	TELEPHONE	641.62
230-5200-43330	PROFESSIONAL DEVELOPMENT	1,470.00
230-5200-43331	LEASE PAYMENTS	6,606.99
230-5200-43380	UTILITIES	1,019.41
230-5200-43381	BPU UTILITIES	24,927.53
230-5200-43410	RENTAL EXPENSE	670.00
230-5204-42210	OPERATING SUPPLIES	190.42
230-5211-34711	SPECIAL EVENTS REVENUE	(39.29)
230-5211-42210	OPERATING SUPPLIES	1,021.01
230-5215-42210	OPERATING SUPPLIES	270.78
230-5225-42220	REPAIR & MAINT	149.99
230-5280-34710	CAMPGROUND REVENUE	40.00
230-5280-43321	TELEPHONE	3,370.94
230-5280-43380	UTILITIES	2,560.48
235-3100-42220	REPAIR & MAINT	407.76
400-5200-45500	PARKS CAPITAL OUTLAY	6,215.00

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD
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BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			532.08	0.00		
	230 - PARK & RECREATION FUND			71,059.23	0.00		
	235 - STREET & SEWER FUND			407.76	0.00		
	400 - CAPITAL PROJECTS FUND			6,215.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	1700 - ENGINEERING			74.50	0.00		
	1940 - CITY HALL			457.58	0.00		
	3100 - S & S MAINTENANCE			407.76	0.00		
	5200 - PARK MAIN/ADMINISTRATION			69,709.90	0.00		
	5204 - CONCESSIONS			190.42	0.00		
	5211 - SPECIAL EVENTS PROGRAM			981.72	0.00		
	5215 - ADULT SOFTBALL			270.78	0.00		
	5225 - MEMORIAL BENCHES & TREE PRC			149.99	0.00		
	5280 - CAMPGROUND			5,971.42	0.00		

As of September 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	19,939	-	-	-	-	-	-	-	-	-	-
Total Rev fr Other Gov'ts	-	37,750	-	-	-	-	-	-	-	-	-	-
Charges for Services - User Fees	12,250	15,875	2,000	200	-	-	30,000	22,855	2,500	1,837	3,000	1,700
Other Revenue												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	8,815	-	-	-	-	-	-	-	-	-	-
Misc. Program Revenue	1,000	-	-	-	-	-	-	-	-	-	-	-
Misc. Revenue	1,000	1,174	-	-	-	-	-	-	-	-	-	-
Total Other Revenue	2,000	9,989	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	49,250	83,553	2,000	200	-	-	30,000	22,855	2,500	1,837	3,000	1,700
Total Personal Services	913,297	660,695	444	97	11,637	11,644	20,684	7,474	-	4,022	-	261
Supplies												
Office and Operating Supplies	8,350	11,509	725	248	400	-	27,500	13,993	2,500		3,000	3,255
Motor Fuels	22,000	12,491	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	80,000	36,076	-	73	-	-	-	-	-	-	-	-
Repairs & Maintenance - Mills Field	10,000	4,489	-	-	-	-	-	-	-	-	-	-
Small Tools	2,000	1,282	-	-	-	-	-	-	-	-	-	-
Total Supplies	122,350	65,846	725	321	400	-	27,500	13,993	2,500	-	3,000	3,255
Services												
Professional Services	41,375	9,728	-	-	-	-	-	-	-	-	-	-
Computer Technical Support	6,825	3,027	-	-	-	-	-	-	-	-	-	-
Telephone	3,804	3,837	-	-	-	-	-	-	-	-	-	-
Postage	50	56	-	-	-	-	-	-	-	-	-	-
Professional Development	3,000	5,331	-	-	-	-	-	-	-	-	-	-
Lease Payments	80,186	57,918	-	-	-	-	-	-	-	-	-	-
Printing/Legal Publications	1,000	123	-	-	-	-	-	-	-	-	-	-
Insurance	27,726	25,502	-	-	-	-	-	-	-	-	-	-
Utilities	117,900	91,564	-	-	-	-	-	-	-	-	-	-
Rent Expense	1,785	1,110	-	-	-	-	-	-	-	-	-	-
Miscellaneous	2,000	769	-	-	-	-	-	-	-	-	-	-
Dues and Subscriptions	1,389	1,871	-	-	-	-	-	-	-	-	-	-
Total Services	287,040	200,836	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	1,322,687	927,377	1,169	419	12,037	11,644	48,184	21,468	2,500	4,022	3,000	3,516
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)	(795,756)	831	(218)	(12,037)	(11,644)	(18,184)	1,387	-	(2,185)	-	(1,816)

	Kickball		Adult Softball		Pickleball		Campground		GRAND TOTAL	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Taxes and Penalties	-	-	-	-	-	-	-	-	35,000	19,939
Total Rev fr Other Gov'ts	-	-	-	-	-	-	-	-	-	37,750
Charges for Services - User Fees	3,000	2,271	50,000	37,462	2,000	1,359	75,000	54,381	179,750	137,941
Other Revenue										
Interest Income	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	-	-	-	-	-	8,815
Misc. Program Revenue	-	-	-	-	-	-	-	-	1,000	-
Misc. Revenue	-	-	-	-	-	-	-	600	1,000	1,774
Total Other Revenue	-	-	-	-	-	-	-	600	2,000	10,589
TOTAL REVENUES	3,000	2,271	50,000	37,462	2,000	1,359	75,000	54,981	216,750	206,219
Total Personal Services	2,975	-	28,493	20,213	-	-	-	-	977,529	704,406
Supplies										
Office and Operating Supplies	575	279	15,400	11,239	1,050	283	500	2,106	60,000	42,912
Motor Fuels	-	-	-	-	-	-	-	-	22,000	12,491
Repairs & Maintenance	-	-	5,000	6,485	-	-	1,500	1,673	86,500	44,307
Repairs & Maintenance - Mills Field	-	-	-	-	-	-	-	-	10,000	4,489
Small Tools	-	-	-	-	-	-	-	-	2,000	1,282
Total Supplies	575	279	20,400	17,724	1,050	283	2,000	3,779	180,500	105,480
Services										
Professional Services	-	-	-	-	-	-	-	-	41,375	9,728
Computer Technical Support	-	-	-	-	-	-	-	-	6,825	3,027
Telephone	-	-	-	-	-	-	1,200	984	5,004	4,821
Postage	-	-	-	-	-	-	-	-	50	56
Professional Development	-	-	-	-	-	-	-	-	3,000	5,331
Lease Payments	-	-	-	-	-	-	-	-	80,186	57,918
Printing/Legal Publications	-	-	-	-	-	-	-	-	1,000	123
Insurance	-	-	-	-	-	-	-	-	27,726	25,502
Utilities	-	-	-	-	-	-	7,000	4,988	124,900	96,553
Rent Expense	-	-	-	-	-	-	-	-	1,785	1,110
Miscellaneous	-	-	-	-	-	-	-	-	2,000	769
Dues and Subscriptions	-	-	-	-	-	-	-	-	1,389	1,871
Total Services	-	-	-	-	-	-	8,200	5,972	295,240	206,808
TOTAL OPERATING EXPENSES	3,550	279	48,893	37,937	1,050	283	10,200	9,751	1,453,269	1,016,695
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)	1,992	1,107	(475)	950	1,077	64,800	45,230	(1,227,519)	(762,408)



SPECIAL EVENT APPLICATION

Date of Application: 9/30/25

Event applications must be submitted to the Public Works Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of Event:

☐
☐

Event- City Parking Lot
Event with Street Closure

☒
☐

Event- City Park
Other

Name of Event:

Organizer Information

Organization Name	Rosallini's
Organization Address	1424 mill ave Brainerd, MN 56401
Event Contact Person	Curtis Ross
Event Contact Phone	218-820-3969
Event Contact Email	Curtis.ross1982@gmail.com
Contact (Day of)	Curtis Ross
For Profit/Nonprofit Status	

Event Information

Description of Activities

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

Event Details:

Event Date	Start Time	End Time	Event Location(s)
10/31/25	5:00	7:00	Memorial Park Parking Lot

City Locations/Facilities

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (contact the Parks & Recreation Department for information)
- Other (specify location above)

Sit Information

Electrical Usage ☒ YES ☐ NO maybe

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

Amplified Sound ☐ YES ☒ NO

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

Restrooms ☐ YES ☒ NO

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

Company contracted for restrooms:

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

Signs/Banners/Posters/Flyers ☐ YES ☒ NO

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

Trash Receptacle Disposal ☐ YES ☒ NO

Company contracted for trash receptacle disposal:

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

Street Closure Request Information

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

Date and Time for beginning of street closure:

Date and Time for reopening of streets:

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian traffic along sidewalks):

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Signature of Applicant

Print Name

Event Application Approval

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

City Administrator

Date

Approval Conditions:



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion of the Revised Agreement with Brainerd YMCA and Independent School District No. 181 for Youth Recreation Programs

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

The Park Board entered into agreements with the YMCA and Independent School District No. 181's Community Education Department to oversee program operations.

The attached revised agreement updates the responsibilities of both the City and 3rd Party agencies (YMCA and Comm. Ed.) and clarifies compensation terms, and strengthens oversight, insurance, and indemnification provisions. Key revisions include:

Key Revisions:

- **Compensation Section:** Clarified language to eliminate duplication. Defines \$15,000 annual fee (paid in two installments) and adds clear provisions for per-program compensation and handling of canceled/incomplete programs.
- **Indemnification Clause:** Revised for legal clarity and completeness.
- **Formatting/Consistency:** Document reorganized and standardized for readability, without changing the substance of most duties.

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

RECOMMENDED ACTION/MOTION:

Staff is recommending approval of proposed agreements with YMCA and Comm. Ed. for 2026 programming.

FINANCIAL IMPACT: N/A

Summary of Changes

1. Term

- **Old:** Termination December 31, 2025.
- **New:** Termination December 31, 2026.

2. Compensation

- **Old:** Conflicting language (flat \$15,000 fee)
- **New:** Consolidated language:
 - Compensation for completed programs
 - YMCA - \$15,000
 - Lacrosse: \$3,000
 - Soccer: \$3,000
 - Flag Football: \$3,000
 - Basketball: \$3,000
 - T-Ball: \$3,000
 - Community Education
 - Miracle: \$3,000
 - T-Ball: \$3,000
 - Baseball: \$3,000
 - Mustang
 - Bronco
 - Pony – cancelled
 - Softball: \$3,000
 - Jr. – cancelled
 - Senior
 - Tennis: \$3,000
 - **New clause:** No payment for canceled, incomplete, or failed programs.
 - Invoices due by the 10th of the month; City payment due within 30 days.

3. Indemnification

- **Old:** Incomplete language: “defend and indemnify the City against all Agreement...”
- **New:** Clearer: District shall defend and indemnify the City against all claims, losses, or damages, except those caused by the City’s own negligence or intentional acts.

4. Responsibilities

- **Old:** City would:
 1. Pay for equipment
 2. Line/Prep Fields (diamonds and rectangles)
 3. Not charge for field usage
 4. Provide payment of agency to provide activities.
- **New:** City would:
 1. Line/Prep Fields (diamonds only)
 2. Not charge for field usage
 3. Provide payment of agency to provide activities.

5. Formatting & Language

- Standardized grammar, capitalization, and numbering.
- Oversight duties list restructured for clarity.
- Waiver retention period clarified (six years).

☒ No changes made to: program list, park maintenance responsibilities, field access, scoreboard control, or banner rights.



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

AGREEMENT

Effective Date: January 1, 2026

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

RECITALS

A. The City’s Park and Recreation Board has historically operated several youth recreational programs for City residents.

B. The Board has determined that it is in the best interest of the City and program participants to partner with the Community Education Department of Independent School District No. 181, Brainerd Public Schools, to operate certain programs, and the District is willing and able to operate those programs in accordance with the terms of this Agreement.

AGREEMENT

1. Programs

The District shall operate the following 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. District Oversight Duties

The District shall be responsible for the following:

- a. Program advertising, marketing, and fundraising.
- b. Registration of participants.
- c. Scheduling of teams. A full schedule of field/facility usage shall be provided to the City as soon as reasonably possible. Changes must be relayed at least two (2) weeks before use of the facility or field.
- d. Hiring umpires or other game officials as needed.
- e. Hiring/coordinating officials, coaching staff, and volunteers.



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

- f. Providing necessary game equipment (e.g., bats, balls, jerseys, etc.).
- g. Printing the City of Brainerd logo on all jerseys, shirts, and printed material.
- h. Providing the City Recreation Specialist with program information upon request.
- i. Maintaining control of City scoreboard equipment, including controllers.
- j. Balancing field usage across Brainerd, Baxter, and school district properties with majority of usage at Brainerd Park locations.
- k. Presenting to the Brainerd Park Board twice annually:
 - **Spring:** Summary of upcoming season's activities and registrations.
 - **Fall:** Recap of participation, activities, and a proposed budget request for the following year.
 - l. Submitting schedules, program structures, and facility usage plans to the City for approval, as the City may deny proposals that negatively affect operations, access, or quality.
 - m. Conducting all programs professionally and consistent with community standards and Parks Department objectives.
 - n. Submitting program budgets, expense reports, and supporting documentation for review upon request.
 - o. Any modifications to said programing must be outlined in writing and submitted and approved by the City staff two weeks in advance. Failure to comply may result in suspension of facility access, reduced compensation, or termination.
 - p. Suspending or canceling any program immediately if unsafe conditions exist, participant safety is at risk, or emergencies require facility closure.

3. City Duties

The City shall:

- a. Maintain the parks utilized by the programs, including restrooms.
- b. Stripe all fields as necessary.
- c. With respect to Bane Park, provide the District with keys to the ball field, restrooms, warming house (for storage), and announcer's booth. The concession stand shall continue to be operated by the City.
- d. Purchase new equipment for District use at City-owned facilities, if mutually agreed upon by both parties at the beginning of the Agreement cycle.
- e. Retain sole rights for all banner sales and postings on City of Brainerd fields.

4. Compensation

The City shall compensate the District as follows:



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

- a. A flat annual fee of **\$15,000**, payable in two equal installments of \$7,500 on or before June 15 and September 15, 2026. The District shall submit invoices by the 10th of the month in which payment is due.
 - b. If a program is canceled, not completed, or fails to meet agreed-upon standards, no compensation shall be owed for that program unless otherwise mutually agreed upon in writing by both parties. In the event of any cancellation, the total cost allocated per sport shall be divided by the number of age groups within that sport, and the portion corresponding to the canceled age group shall be reduced or removed from funding support accordingly.
 - c. If a program is canceled, not completed, or fails to meet agreed-upon standards, no compensation shall be owed for that program unless otherwise mutually agreed upon in writing by both parties.
 - d. Invoices for completed programs must be submitted no later than the 10th day of the month following program completion. The City shall remit payment within thirty (30) days of receiving a proper invoice.
-

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. A certificate of coverage shall be provided annually.
 - b. Worker's Compensation insurance at statutory limits covering District employees.
-

6. Participant Waivers

The District shall obtain a signed waiver of liability from each participant (or parent/guardian for minors). Waivers shall be retained for six (6) years and provided to the City upon request.

7. Indemnification

To the extent allowed by law, the District shall defend and indemnify the City against all claims, losses, or damages arising out of programs operated by the District under this Agreement, except to the extent caused by the negligent or intentional act or omission of the City, its employees, or agents.

8. Term



CITY OF BRAINERD
RECREATION PROGRAM AGREEMENT

This Agreement shall terminate on **December 31, 2026**, unless otherwise extended in writing by both parties.

CITY OF BRAINERD

Signature: _____

Title: Park Board Chair

Date: _____

Signature: _____

Title: City Administrator

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 181

Signature: _____

Title: Director of Community Education

Date: _____

Signature: _____

Title: Director of Business Services

Date: _____



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

AGREEMENT

Effective Date: January 1, 2026

This Agreement is entered into 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 has historically operated several youth recreational programs for City residents.

B. The Board has determined that it is in the best interest of the City and program participants to partner with the YMCA to operate certain programs, and the YMCA is willing and able to operate those programs in accordance with the terms of this Agreement.

AGREEMENT

1. Programs

The YMCA shall operate the following programs on behalf of the City:

- a. Youth Flag Football
 - b. Youth Soccer
 - c. Youth T-ball
 - d. Youth Basketball
-

2. YMCA Oversight Duties

The YMCA shall be responsible for the following:

- a. Program advertising, marketing, and fundraising.
- b. Registration of participants.
- c. Scheduling of teams. A full schedule of field/facility usage shall be provided to the City as soon as reasonably possible. Any changes must be communicated at least two (2) weeks before use of the facility or field.
- d. Hiring umpires, referees, and game officials.
- e. Hiring/coordinating coaching staff and volunteers.
- f. Providing necessary game equipment (e.g., basketballs, soccer balls, jerseys, etc.).
- g. Printing the City of Brainerd logo on all jerseys, shirts, and printed material.



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

- h. Providing the City Recreation Specialist with program information upon request.
- i. Maintaining control of City scoreboard equipment, including controllers.
- j. Balancing field usage across Brainerd, Baxter, and school district properties where possible.
- k. Presenting to the Brainerd Park Board twice annually:
 - **Spring:** Summary of upcoming season's activities and registrations.
 - **Fall:** Recap of participation, activities, and a proposed budget request for the following year.
 - l. Submitting schedules, program structures, and facility usage plans to the City for approval, as the City may deny proposals that negatively affect operations, access, or quality.
 - m. Conducting all programs professionally and consistent with community standards and Parks Department objectives.
 - n. Submitting program budgets, expense reports, and supporting documentation for review upon request.
 - o. Correcting deficiencies identified in writing by the City. Failure to comply may result in suspension of facility access, reduced compensation, or termination.
 - p. Suspending or canceling any program immediately if unsafe conditions exist, participant safety is at risk, or emergencies require facility closure.

3. City Duties

The City shall:

- a. Maintain parks utilized by the programs, including restrooms.
- b. Stripe all fields as necessary.
- c. Purchase equipment for YMCA use at City-owned facilities, if mutually agreed upon.
- d. Provide safe, high-quality, and usable field spaces.
- e. Meet with the YMCA at the end of each season to assess field conditions and recommend improvements.
- f. Retain sole rights for banner sales and postings on City fields. The YMCA may hang one Brainerd YMCA banner at Jaycees Park at no cost.

4. Compensation

The City shall compensate the YMCA as follows:

- a. A flat annual fee of **\$15,000**, payable in two equal installments of \$7,500 on or before June 15 and September 15, 2026. The YMCA shall submit invoices by the 10th of the month in which payment is due.



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

b. Additional per-program compensation may be agreed upon in writing for specific approved programs. Such compensation shall be payable only upon successful completion of the program.

c. If a program is canceled, not completed, or fails to meet agreed-upon standards, no compensation shall be owed for that program unless otherwise mutually agreed upon in writing by both parties. In the event of any cancellation, the total cost allocated per sport shall be divided by the number of age groups within that sport, and the portion corresponding to the canceled age group shall be reduced or removed from funding support accordingly.

d. Invoices for completed programs must be submitted no later than the 10th day of the month following program completion. The City shall remit payment within thirty (30) days of receiving a proper invoice.

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. A certificate of coverage shall be provided annually.
- b. Worker's Compensation insurance at statutory limits covering YMCA employees.

6. Participant Waivers

The YMCA shall obtain a signed waiver of liability from each participant (or parent/guardian for minors). Waivers shall be retained for six (6) years and provided to the City upon request.

7. Indemnification

To the extent allowed by law, the YMCA shall defend and indemnify the City against all claims, losses, or damages arising out of YMCA-operated programs under this Agreement, except those caused by the negligence or intentional misconduct of the City, its employees, or agents.

8. Term

This Agreement shall terminate on **December 31, 2026**, unless otherwise extended in writing by both parties.



CITY OF BRAINERD RECREATION PROGRAM AGREEMENT

CITY OF BRAINERD

Signature: _____

Title: Park Board Chair

Date: _____

Signature: _____

Title: City Administrator

Date: _____

BRAINERD FAMILY YMCA

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion and Approval of ADA Budget for 2025

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The Parks Department maintains an annual ADA Improvement Budget to support accessibility upgrades throughout the park system. Approximately \$20,000 is available in 2025 (2 ADA parking stalls were installed at Lions Park at Buffalo Hills this summer). Staff propose allocating funds toward ADA enhancements, referencing the attached concept options for Lum, Rotary, Triangle, and Memorial Parks.

Improvements could include replacing:

- ADA-compliant fixtures and seating in Lum Park shower stalls.
- Rotary Park ADA Option
- Memorial Park ADA Option
- Triangle Park ADA Option
- Defer funding to 2026

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

RECOMMENDED ACTION/MOTION: Approve allocation or carryover of 2025 ADA funds and provide direction to staff on:

1. For 2025, fund any of the above recommendations; or
2. Defer funds to 2026 for Lions Park at Buffalo Hills: walking path, and other ADA improvements at this park.
3. Defer funds to 2026 for listed ADA improvements per Park Board direction.

FINANCIAL IMPACT: \$20,000 ADA Funding



St Cloud District Office
Minnesota Department of Health
4140 Thielman Lane, Suite 101
St Cloud, MN 56301
Phone: 651-201-4500

Manufactured Home Park/RCA Inspection Report

Page: 1

Establishment Info

Lum Park Campground
1619 NE Washington Street
Brainerd, MN 56401
Crow Wing County
Parcel:

Phone: 2188282320

License Info

License: 0020217

Risk: Low
License: MDEP-18, MIND-1, MSRC-1
Expires on: 12/31/2025

Inspection Info

Report Number: M1037251022
Inspection Type: Full - Single
Date: 8/18/2025
Time: 10:57:02 AM
Duration: minutes
Announced Inspection: No
Total Issued Orders: 1
Delivery: Emailed

New Order: 02 CARETAKER

02D5

MN Rule 4630.0300. Repaint or resurface damaged, worn, or paint peeled areas on the toilet and/or shower building.
COMMENT: PREVIOUS ORDER 10/8/21: PAINT ON THE WALLS OF BATHROOM WAS CHIPPED AND PEELING, REPAINT BATHROOMS. SAME 9.7.23.

8/18/25 NO CHANGE. REPAIR PEELING AND CHIPPED PAINT IN TOILET ROOMS.

Comply By: 10/18/2025 Originally Issued On: 8/18/2025

Manufactured Home Park/RCA General Comment

DISCUSSED ORDER WITH CAMPGROUND HOST. HOST STATED TO EMAIL REPORT TO MIKE WITH THE CITY.
HOT WATER IN TOILET ROOM MEASURED 113 DEG F.

NOTE: All new park construction must meet the applicable standards of the plan review process. Plans and specifications must be submitted for review and approval prior to new construction, remodeling or alterations.

I acknowledge receipt of the St Cloud District Office inspection report number M1037251022 from 8/18/2025

Establishment Representative

Michelle Hovanes,
Public Health Sanitarian 1
320-223-7307
michelle.hovanes@state.mn.us



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

Date: 6/12/2024 Time: 8:39 AM



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

Date: 6/12/2024 Time: 8:37 AM



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

Date: 6/12/2024 Time: 8:43 AM



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion and Approval Of the Ski Loons Rebuilding Lum Park Pavilion and Agreement Changes

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5-10 Minutes

SUMMARY OF ISSUE: The current pavilion located in the northeast corner of Lum Park has deteriorated and is in need of replacement to meet park and safety standards. Ski Loons would like to partner with the City of Brainerd to provide a new pavilion with storage area for the Ski Loons. The Ski Loons have proposed to donate and oversee construction of the new pavilion and storage area.

In conjunction with this proposal, updates to the existing 2026 Ski Loons Agreement are recommended to include language reflecting storage use, maintenance responsibility, and continued partnership.

- Storage Use Clause — added language granting Ski Loons continued access to the enclosed storage area adjacent to the pavilion for equipment.
- Maintenance Responsibility — Clarify that Ski Loons may be responsible for the long-term maintenance of the facility.

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

RECOMMENDED ACTION/MOTION: 1. Staff is recommending approval of the Brainerd Ski Loons to build a new pavilion and storage area as proposed.
2. Approve the amended 2026 Ski Loons Agreement to include the pavilion and storage area.

FINANCIAL IMPACT: The full cost of construction and materials is being donated by the Ski Loons. No city funding is required. Staff time will be required for design review and permitting coordination.

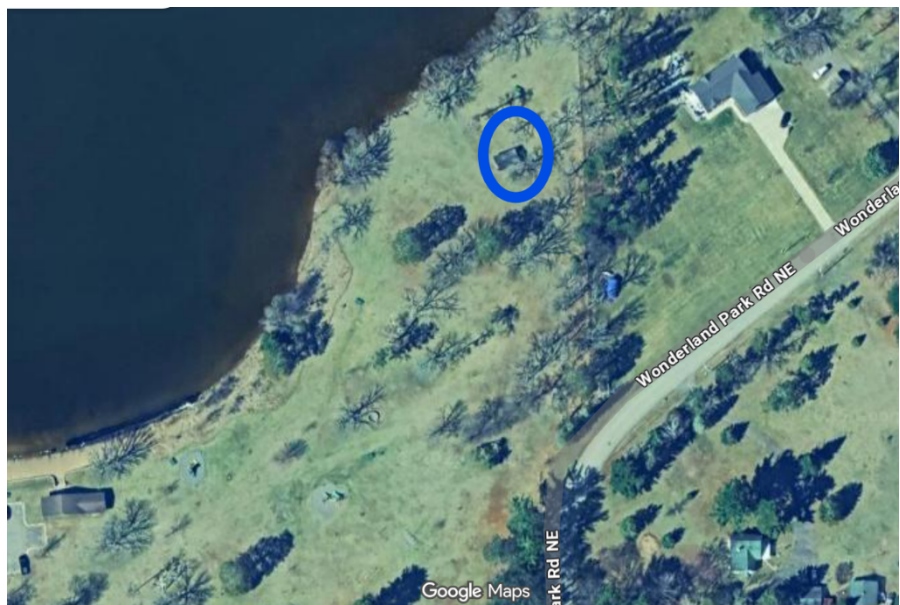
Brainerd Park Board Members,

It has come to our attention that plans have been made to demolish the existing pavilion in the North East corner of Lum Park. We would like to partner with the City of Brainerd to help renovate and restore this pavilion. The Ski Loons would like to donate and cover the costs of renovations and improvements in return for use of an enclosed storage area that would be part of the reconstruction. We feel this would be a great win-win for the City of Brainerd and the Brainerd Ski Loons.

Background Information:

The Brainerd Ski Loons is a local 501c3 organization. The mission of the Ski Loons is to provide opportunities for personal development, teamwork, and community involvement through water sports. We have partnered with the City of Brainerd for 11 years to put on free water ski shows for the community. This pavilion reconstruction would be a great community involvement opportunity for our team to give back and improve the park we have called home for the last decade. The pavilion is often used for picnics and family gatherings during the summer. The Ski Loons use the pavilion for hosting their concessions during their free ski shows.

Pictures for reference:





We would like to renovate the pavilion by replacing the roof and painting the pavillion to make it beautiful again and an asset to the park and community. We would also turn 12 feet of the existing structure into an enclosed area and add an additional 8 feet to the enclosed side that the Ski Loons could use for storage for their show equipment. The City would retain ownership of the shed, but allow the Ski Loons to use it free of charge as long as they have a contract in good standing to conduct practices and shows there. Below are our cost estimates of what we would donate. Construction would be overseen by Matt Holmstrom, President of Nor-Son and a Brainerd Ski Loon. Color of paint and color of shingles would be approved by city staff to match desired aesthetics of existing park theme. Final plan would be approved after meeting with city staff on site.

Project			Cost	Quantity	Total
Pavillion Repairs	Roofing	Shingles	37.07	18	\$667.26
10x16	Sheathing	4x8 sheets	20.81	18	\$374.58
	Fascia	10x2x6	6.16	2	\$12.32
		16x2x6	18.15	4	\$72.60
	Labor				\$2,500.00
	Tax				\$98.59
				Total	\$3,725.35
Shed Addition	Plates	2x4 plate			\$90.00
16x20		2x4 treated plate	12.82	5	\$64.10
		2x4 studs	3.85	72	\$277.20
	Rafters	2x6x10	6.16	22	\$135.52
		2x6x16	18.15	11	\$199.65
	Sheathing	4x8 sheets	20.81	12	\$249.72
	Shingles	shingles	111.21	4	\$444.84
	Siding	700 sf T-111	53.39	20	\$1,067.06
		Tarpaper	29.34	3	\$88.02
	Painting	Paint	50.00	3	\$150.00
	Labor	5400			\$5,400.00
	Tax				\$228.90
				Total	\$8,395.01
				Grand Total	\$12,120.36

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

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

WHEREAS, Ski Loons understand it may be necessary for Ski Loons to obtain appropriate approvals, if any, from Crow Wing County for said jump placement on Rice Lake; and

WHEREAS, the City’s approval of the placement of said dock and ski jump is conditioned upon the execution of this Agreement.

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

1. Term of Agreement

- A. The term of this Agreement shall commence on the date on which both parties sign the agreement. The term of this Agreement shall terminate on the 31st day of December 2026~~5~~.

2. Ownership and Placement of Dock

- A. At all times during the term of this Agreement Ski Loons shall be the sole owner of the dock located at Lum Park.
- B. The City will lease the park space for the docks and stairs to the Ski Loons during the term of this agreement for \$1.
- C. Ski Loons shall be responsible for the physical placing and removal of the dock and stairs from Lum Park and Rice Lake. The floating dock may be stored on Lum Park property in a location agreed upon by City staff and Ski Loons.
- D. The Ski Loons will have sole use of the dock during their approved practice and show times. The dock and stairs will be available to the public for use during their installed times when not in use by the Ski Loons.
- E. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for maintaining the safe working condition of the dock and stairs. In the event the dock and/or stairs are deemed unsafe by City staff, practices and shows shall be cancelled until repairs are performed to return the dock and/or stairs to a safe, working condition.

3. Ownership and Placement of Ski Jump

- A. At all times during the term of this Agreement, Ski Loons shall be the sole owner of the ski jump located on Rice Lake
- B. Ski Loons shall be responsible for the physical placing and removal of the ski jump on and from the bed of Rice Lake.

- C. The Ski Loons shall maintain all appropriate permits, registrations and markings required by the Minnesota Department of Natural Resources and the Crow Wing County Sheriff's department. A copy of the approved permit from Crow Wing County shall be provided to the City.
 - D. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for the ski jump to stay in a safe working condition. In the event the ski jump is deemed unsafe by City staff, practices and shows shall be cancelled until repairs are performed to return the ski jump to a safe, working condition.
4. Usage for Practices and Shows
- A. The Ski Loons will be allowed to hold regular practices ~~not to exceed two days per week~~ on Mondays and Wednesdays from 6:00 p.m. through legal skiing hours as defined by the State of Minnesota during the term of this contract. ~~The~~ Ski Loons will be allowed to begin preparation and staging for practices at 5:45 p.m., with the understanding that no boating operations will commence until ~~the practice period begins at~~ 6:00 p.m.

During the two weeks immediately preceding ski shows, if a scheduled ~~practice on~~ Monday or Wednesday practice is canceled due to weather, the Ski Loons may reschedule ~~that canceled~~ practice to the following Tuesday or Thursday night of the same week, ~~ensuring that the total number of practices does not exceed two per week.~~

In addition to these regular practices, the Ski Loons may hold up to two (2) Tuesday evenings per month during the season as a trial program focused on skill development.

The practice times may be adjusted if mutually agreeable by the City and the Ski Loons.

- B. The Ski Loons shall have ~~4 (four)~~ one (1) additional ~~flex practice~~ dates per year that can be used between May ~~and~~ September on a days other than Mondays or Wednesdays, not including holidays for the purpose of driver training and certification. ~~Only one flex practice date may be used on a weekend. The Ski Loons shall schedule these flex dates each year prior to This date shall be scheduled prior to May 15th each year.~~ If ~~flex~~ dates must be adjusted after this ~~dated~~ deadline, the Ski Loons shall submit an Event Application to City staff at least 30 days in advance, ~~and which~~ must be approved by the Brainerd Park Board at their next regular meeting.
- C. Practice and show dates may be eliminated by the City based on infractions against Ski Loons following the process defined in part 9 (nine).
- D. Usage for Shows. The Ski Loons will be allowed to have up to four shows per summer at Lum Park. Any additional shows will need approval by the Brainerd Park Board. Show dates need to be emailed to the City representative no later than May 1 of each year. The Ski Loons will have reserved use of the East side small pavilion by

the lake on their show dates from 3 hours before the show until 2 hours after the show concludes. The City shall bring down additional garbage cans to the show site at least the day before the scheduled show. The Ski Loons shall be responsible for making reasonable efforts to ensure that all trash generated during their shows are placed in the garbage cans provided. If the City would like more shows, the dates will need to be mutually agreed upon by the City and the Ski Loons

E. Vehicles. Vehicles will be permitted outside of paved areas in Lum Park for the purposes of set up and tear down of the dock at the beginning and end of the season respectively, as well as for the four show dates.

E-F. Activity Limits and Scheduling. The Ski Loons shall limit all organized on-water activities — including practices, Tuesday skill development, driver training, and shows — to no more than three (3) days per calendar week (Sunday through Saturday). Tuesday clinics should be scheduled on weeks without a show whenever possible. The Ski Loons are responsible for maintaining their schedule to ensure compliance, and any exceptions must be approved in advance by the Brainerd Park Board.

5. Operations during Practices and Shows

- A. Operations shall not commence prior to May 15th of each year and no later than September 15th of each year.
- B. Ski Loons will not interfere with the riparian rights of private property owners understanding that private property owners are not permitted to unreasonably interfere with the riparian rights of others.
- C. Ski Loons will operate in a manner in accordance with Minnesota Statute 609.74 PUBLIC NUISANCE.
- D. During practices, Ski Loons shall, to greatest extent feasible, operate 250 from privately owned shoreline as approximated in Exhibit A. Within 250 feet of shoreline, operations should progress generally perpendicular to the shoreline and avoid operating parallel to shoreline. If operations within 250 feet of shoreline do require progressing generally parallel to shoreline, speed will be reduced to not generate wake until operations can resume in a generally perpendicular direction or operations can continue beyond the area within 250 feet of shoreline.
- E. Both parties understand that certain performance stunts may require operating boats adjacent to the dock. For the purposes of those stunts, operations may occur generally parallel to shoreline in the area of Lum Park but will immediately return to an area beyond 250 feet of shoreline as feasibly and safely as possible. This approximate area is depicted in Exhibit A.

6. Storage of Equipment

- A. The Ski Loons will be provided exclusive access to [facilitiesa](#) storage facility for equipment storage at Lum Park in the vicinity of the East side [small pavilion..of the park: small unity next to the water and attached to the pavilion.](#) The City will not be liable for the safety, loss, theft or damage of any of the equipment that is stored at Lum Park.

7. Contact Persons

- A. Contact person from Ski Loons will be the President of Ski Loons or designated alternate. Ski Loons will also be responsible for listing an alternate contact. Ski Loons will designate their contact person and alternate who will be Ski Loons' representatives and who will receive any correspondence. These names will be submitted to City staff and updated as changes arise.
 - B. Contact person from the City will be the City Engineer/Public Works Director or designated alternate. If circumstances arise that are not covered by the provisions contained within this Agreement, the City contact person is authorized to work with the Ski Loons to resolve any such situation.
 - C. Ski Loons will provide the name and contact information for the designated contact person to the Rice Lake Association.
 - D. Ski Loons shall schedule a meeting with the Rice Lake Association no later than May 15th of each year. Ski Loons will provide details of the meeting, including date, time, and location, to City staff at least 7 days prior to the meeting. The purpose of that meeting is to share contact information, discuss the upcoming year's schedule, and address any concerns of the Rice Lake Association.
 - E. Ski Loons shall schedule a meeting with the Rice Lake Association no later than October 1 of each year. Ski Loons will provide details of the meeting, including date, time, and location, to City staff at least 7 days prior to the meeting. The purpose of that meeting is to recap the previous season's practices and shows and address any concerns of the Rice Lake Association.
8. Inclement Weather
- A. If weather conditions result in a cancellation of a scheduled show, a makeup date may be considered. The make-up date must be confirmed in writing by the City.
9. Handling of Complaints
- A. If a substantiated complaint, as determined by the Brainerd Police Department or Crow Wing County Sheriff, is received by the City then the City will determine if a violation of the terms of this agreement has occurred. If the City determines that the complaint is a violation of the terms of the agreement, The City will contact Ski Loons contact person concerning the violation. The agreement will terminate effective immediately following the contact.
10. Insurance and Indemnification
- A. Ski Loons shall [provide liability insurance and](#) indemnify the City and hold the City harmless against and from any and all liabilities, fines, suits, claims, demands, and actions, including costs and expenses of any kind or nature.
 - B. During the term of this Agreement, Ski Loons, at its expense, shall maintain comprehensive general liability coverage, bodily injury coverage, and property damage coverage, insuring Ski Loons and the City against liability for injury to persons or property occurring on or about the ski jump, pier, and/or signs or arising out of the ownership, maintenance, or use of the ski jump, pier, and/or signs. The insurance shall have a limit of not less than \$1,000,000.00 per occurrence with an aggregate limit of not less than \$2,000,000.00. Ski Loons shall cause the City to be named as an Additional Insured for the types and limits of coverage stated above in

respect to this Agreement, and shall, upon request by the City, provide the City a Certificate of Insurance.

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

11. Miscellaneous Provisions

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

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

12. Termination. This agreement may be terminated by either party with or without cause with 30 days' written notice to the other party. An exception to the 30 days' written notice is allowed under Part 9 for violations of the terms of the agreement.

CITY OF BRAINERD:

BRAINERD SKI LOONS WATER SKI SHOW
TEAM, INC:

Dated: _____

Dated: _____

By: _____

By: _____

Address: _____

Address: _____

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

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

WHEREAS, Ski Loons understand it may be necessary for Ski Loons to obtain appropriate approvals, if any, from Crow Wing County for said jump placement on Rice Lake; and

WHEREAS, the City’s approval of the placement of said dock and ski jump is conditioned upon the execution of this Agreement.

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

1. Term of Agreement
 - A. The term of this Agreement shall commence on the date on which both parties sign the agreement. The term of this Agreement shall terminate on the 31st day of December 2026.
2. Ownership and Placement of Dock
 - A. At all times during the term of this Agreement Ski Loons shall be the sole owner of the dock located at Lum Park.
 - B. The City will lease the park space for the docks and stairs to the Ski Loons during the term of this agreement for \$1.
 - C. Ski Loons shall be responsible for the physical placing and removal of the dock and stairs from Lum Park and Rice Lake. The floating dock may be stored on Lum Park property in a location agreed upon by City staff and Ski Loons.
 - D. The Ski Loons will have sole use of the dock during their approved practice and show times. The dock and stairs will be available to the public for use during their installed times when not in use by the Ski Loons.
 - E. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for maintaining the safe working condition of the dock and stairs. In the event the dock and/or stairs are deemed unsafe by City staff, practices and shows shall be cancelled until repairs are performed to return the dock and/or stairs to a safe, working condition.
3. Ownership and Placement of Ski Jump
 - A. At all times during the term of this Agreement, Ski Loons shall be the sole owner of the ski jump located on Rice Lake
 - B. Ski Loons shall be responsible for the physical placing and removal of the ski jump on and from the bed of Rice Lake.

- C. The Ski Loons shall maintain all appropriate permits, registrations and markings required by the Minnesota Department of Natural Resources and the Crow Wing County Sheriff's department. A copy of the approved permit from Crow Wing County shall be provided to the City.
- D. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for the ski jump to stay in a safe working condition. In the event the ski jump is deemed unsafe by City staff, practices and shows shall be cancelled until repairs are performed to return the ski jump to a safe, working condition.

4. Usage for Practices and Shows

- A. The Ski Loons will be allowed to hold regular practices on Mondays and Wednesdays from 6:00 p.m. through legal skiing hours as defined by the State of Minnesota during the term of this contract. The Ski Loons will be allowed to begin preparation and staging for practices at 5:45 p.m., with the understanding that no boating operations will commence until 6:00 p.m.

During the two weeks immediately preceding ski shows, if a scheduled Monday or Wednesday practice is canceled due to weather, the Ski Loons may reschedule that practice to the following Tuesday or Thursday night of the same week.

In addition to these regular practices, the Ski Loons may hold up to two (2) Tuesday evenings per month during the season as a trial program focused on skill development.

The practice times may be adjusted if mutually agreeable by the City and the Ski Loons.

- B. The Ski Loons shall have one (1) additional date per year that can be used between May and September on a day other than Monday or Wednesday, not including holidays for the purpose of driver training and certification. This date shall be scheduled prior to May 15th each year. If date must be adjusted after this deadline, the Ski Loons shall submit an Event Application to City staff at least 30 days in advance, which must be approved by the Brainerd Park Board at their next regular meeting.
- C. Practice and show dates may be eliminated by the City based on infractions against Ski Loons following the process defined in part 9 (nine).
- D. Usage for Shows. The Ski Loons will be allowed to have up to four shows per summer at Lum Park. Any additional shows will need approval by the Brainerd Park Board. Show dates need to be emailed to the City representative no later than May 1 of each year. The Ski Loons will have reserved use of the East side small pavilion by the lake on their show dates from 3 hours before the show until 2 hours after the show concludes. The City shall bring down additional garbage cans to the show site at least the day before the scheduled show. The Ski Loons shall be responsible for making reasonable efforts to ensure that all trash generated during their shows are

placed in the garbage cans provided. If the City would like more shows, the dates will need to be mutually agreed upon by the City and the Ski Loons

- E. Vehicles. Vehicles will be permitted outside of paved areas in Lum Park for the purposes of set up and tear down of the dock at the beginning and end of the season respectively, as well as for the four show dates.
 - F. Activity Limits and Scheduling. The Ski Loons shall limit all organized on-water activities — including practices, Tuesday skill development, driver training, and shows — to no more than three (3) days per calendar week (Sunday through Saturday). Tuesday clinics should be scheduled on weeks without a show whenever possible. The Ski Loons are responsible for maintaining their schedule to ensure compliance, and any exceptions must be approved in advance by the Brainerd Park Board.
5. Operations during Practices and Shows
- A. Operations shall not commence prior to May 15th of each year and no later than September 15th of each year.
 - B. Ski Loons will not interfere with the riparian rights of private property owners understanding that private property owners are not permitted to unreasonably interfere with the riparian rights of others.
 - C. Ski Loons will operate in a manner in accordance with Minnesota Statute 609.74 PUBLIC NUISANCE.
 - D. During practices, Ski Loons shall, to greatest extent feasible, operate 250 from privately owned shoreline as approximated in Exhibit A. Within 250 feet of shoreline, operations should progress generally perpendicular to the shoreline and avoid operating parallel to shoreline. If operations within 250 feet of shoreline do require progressing generally parallel to shoreline, speed will be reduced to not generate wake until operations can resume in a generally perpendicular direction or operations can continue beyond the area within 250 feet of shoreline.
 - E. Both parties understand that certain performance stunts may require operating boats adjacent to the dock. For the purposes of those stunts, operations may occur generally parallel to shoreline in the area of Lum Park but will immediately return to an area beyond 250 feet of shoreline as feasibly and safely as possible. This approximate area is depicted in Exhibit A.
6. Storage of Equipment
- A. The Ski Loons will be provided exclusive access to facilities storage for equipment storage at Lum Park in the vicinity of the East side of the park: small unit next to the water and attached to the pavilion. The City will not be liable for the safety, loss, theft or damage of any of the equipment that is stored at Lum Park.
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 - C. Notices. All notices required or permitted by this Agreement shall be given in writing and shall be considered given upon receipt if a) hand delivered to the party or person intended, or (b) email transmission at the address stated below with verification of receipt requested.
 - D. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
 - E. Severability of Provisions. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.
 - F. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.
 - G. Binding Effect. The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and permitted assigns.
 - H. Entire Agreement. This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by a written instrument signed by both parties.
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CITY OF BRAINERD:
City Administrator

Dated: _____

By: _____

Address: _____

BRAINERD SKI LOONS WATER SKI SHOW
TEAM, INC:

Dated: _____

By: _____

Address: _____

CITY OF BRAINERD
PARK AND RECREATION BOARD

Signature: _____

Title: Park Board Chair

Date: _____



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Lakes Area Youth Soccer Association

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5-10 Minutes

SUMMARY OF ISSUE: The Youth Soccer Program would like to present ideas to incorporate the use of City of Brainerd soccer fields for the 2026 season. Their presentation will include proposed field usage schedules, potential partnerships for field maintenance or improvements, and opportunities for community engagement through youth recreation programs.

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

RECOMMENDED ACTION/MOTION: Staff is seeking direction to draft a partnership agreement for 2026.

FINANCIAL IMPACT: N/A



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion and Approval of Memorial Park And Lum Park Pavilion Demolish

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 has reviewed the condition of the structures and believe that the structures would be more challenging to rehabilitate as opposed to demolition. No structural evaluation or building inspection has been performed to provide a firm recommendation. If the Park Board would like to have the City Building Official inspect the pavilions, direct staff to complete.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Ski Loons are proposing to rebuild that pavilion at Lum Park.

RECOMMENDED ACTION/MOTION: Authorized City staff to proceed with demolition of the Memorial Park and Lum Park pavilions, and direct staff to bring forward replacement design concepts and estimated costs for future consideration.

FINANCIAL IMPACT: N/A



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion of Fire Pit at Lum Park

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5-10 Minutes

SUMMARY OF ISSUE: The existing fire pit area at Lum Park has deteriorated and requires attention. City staff are requesting direction from the Park Board on how to proceed — whether to obtain bids or to move forward with demolition and removal of the structure.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Carl Faust has stated he would contribute \$1,000 to the improvement of the historical fire pit.

RECOMMENDED ACTION/MOTION: Staff is seeking direction to:

1. Solicit bids for repair/replacement of the Lum Park fire pit; or
2. Proceed with demolition and removal of the fire pit.

FINANCIAL IMPACT:

Lum Park

Historical Fire Pit – as of 10/24/25





Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Approval Capital Equipment 2026

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: The Parks and Recreation division annually reviews and updates its Capital Equipment Plan to ensure operational efficiency, safety, and effective maintenance across city parks and facilities. The 2026 Capital Equipment list was previously proposed with a total allocation of \$34,000, which included the following items:

- Lift - \$17,500
- Plow - \$7,500
- Aerator - \$9,000

After reevaluating current equipment conditions, staff recommend revising the 2026 priority list to better align with operational needs and maintenance priorities.

- Gator/Turf Vehicle — \$30,000 (estimated)
- Snow Equipment - \$4,000 (estimated)

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

RECOMMENDED ACTION/MOTION: Staff is recommending approval of the revised 2026 Capital Equipment not to exceed \$34,000 for the purchase of a Gator/Turf Vehicle and Snow Removal Equipment.

FINANCIAL IMPACT: \$34,000

Park Maintenance Capital Request

Currently proposed for 2026: Total: \$34,000

- Lift: \$17,500
- Plow: \$7,500
- Aerator: \$9,000

Move 2026 Priority to:

- Gator/Turf Vehicle: \$~30,000
- Snow Removal Equipment: ~\$4,000



Then 2027 Equipment:

- Lift
- Aerator



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion of Field Maintenance Cost & Time

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Staff have compiled a detailed Field Maintenance Cost & Time spreadsheet to track seasonal maintenance hours, material costs, and overall labor investment across all park and athletic fields. The purpose of this document is to provide the Park Board with a clear overview of current maintenance demands, cost trends, and areas for potential efficiency improvements.

The data will assist in future budget planning, staffing allocations, and evaluation of user agreements with community organizations.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

- Review of total labor hours and costs by field location.
- Seasonal maintenance trends and areas of high resource use.
- Potential adjustments to scheduling, staffing, or user fees based on time and cost data.
- Use of this spreadsheet as a standing reference for annual reporting and planning.

RECOMMENDED ACTION/MOTION: Discussion only.

FINANCIAL IMPACT: N/A

Field Maintenance Cost & Time Spreadsheet

Field Type	Maintenance Time (hrs/day)	Paint (\$/day)	Chalk (\$/day)	Rain Day: Diamond Dry (\$)	Rain Day: Clay Topper (\$)	Total Daily Cost (No Rain)	Total Daily Cost (Rain Day)
Softball Fields	1.5	\$3	\$5	\$24 (2 bags × \$12)	—	\$8	\$32
Baseball Fields	1.5	\$3	\$5	\$24	\$11.50 (½ bag × \$23)	\$8	\$43.50

Notes:

Maintenance Time: 1.5 hours per field per day.

Diamond Dry: Only used on rain days *if* the field is played on.

Clay Topper: Baseball field only, used on rain days (½ bag).

Rain Day Costs are **additional** and apply only when fields are playable after rain.

Campground	Site Amenities	Nightly Rate	Weekly Rate	Senior/Veteran Rate	Weekend/Holiday	Children	Adult	Adult Weekly	Dog	Deposits	Holiday Deposits	Visitor Adults	Visitor Kids
	Site	Week Nights	Weekly	Veteran/Senior	Fri-Sat; 3 Night Holiday	Child (under 18)	Adult Daily	Adult Weekly	Dog	Deposits	Holiday Deposits	Visitor Fees Adults	Visitor Fee Kids
Lum Park													
	Electric & Water without cement patio	\$ 50.00	\$ -	\$ 40.00		\$ -	\$ -	\$ -	\$ -	\$ -			
Crow Wing Lake Campground													
	Electric & Water without cement patio	\$ 63.00			\$ 68.00	\$ 3.00	\$ 10.00		\$ 30.00				
	Electric & Water - with cement patio	\$ 68.00			\$ 75.00								
	Full hook-up - with cement patio	\$ 73.00			\$ 78.00								
													Memorial & Lab
Sullivans	Prime Season June 20-Septepmber 7	\$ 67.00	\$ 450.00				\$ 10.00	\$ 50.00	\$ 10.00	\$ 75.00		\$ 10.00	
	Srping/Fall May 1-September 9-Oct 12	\$ 58.00	\$ 400.00				\$ 10.00	\$ 50.00	\$ 10.00	\$ 125.00			
	Full Hook-Up	\$ 68.00											
													Memorial & Lab
Gull & Love Lake Marina & RV	3 Night Minimum - for 2 people	\$ 65.00				\$ 5.00	\$ 10.00			\$ 50.00			
	Year-to-year leases	?							\$ 20.00				
Hidden Paradise													
	Full Hookup Gravel Pad	\$ 95.00	\$ 519.00		\$ 100.00					\$ 125.00	\$ 150.00	\$ 6.00	\$ 4.00
	Full Hookup Concrete Patio	\$ 100.00	\$ 549.00		\$ 105.00								
Twin Oaks RV Park	Water Hookup & Wifi	\$ 46.00											
Birch Day	Full hook-ups	\$ 57.00	\$ 65.00										
	Electric Only	\$ 45.00											

Regional Rate Comparison

Campground	Nightly		Senior/Veteran	Weekly	Weekend/Holiday	Extra Adults	Pet Fee	Notes
Lum Park	\$	50.00	\$ 40.00	-	\$ 50.00	No Charge	No Charge	Electric & Water
Crow Wing Lake Campground	\$	63.00	-	\$ 350.00	\$ 65.00	\$ 10/Night	\$30/Night	Full-service hookups
Regional Average	\$56-\$58		\$ 45.00	\$330-\$360	\$60-\$65	\$5-\$10/Night	\$20-\$30/stay	-

The City of Brainerd operates Lum Park Campground, providing electric and water hook-up sites without cement patios. Current rates are:

Nightly Rate: \$50

Senior/Veteran Rate: \$40

There is currently no weekly rate included in the City's fee schedule.

Staff conducted a regional comparison of camping rates at nearby campgrounds, including Crow Wing Lake Campground and others within a 30-mile radius. The analysis found that Lum Park's nightly rates remain 10–15% below average, and most competitors also apply additional fees such as pet fees, extra adult fees, and visitor fees, which Lum Park currently does not charge.

The Excel spreadsheet shows that while Lum Park's base rates are lower, other facilities' added fees bring the

Proposal to Lower Tennis, Basketball & Pickleball Courts Reservation Fees

Objective

To propose a fee reduction for reserving public courts from \$25/hour to \$10/day to increase accessibility, promote community health, and boost court usage.

Current Fee Structure

- **\$25/hour per court**
- Limits access for:
 - Families
 - Youth players
 - Casual recreational users
- Often results in underutilized courts

Proposed Fee Structure

- **\$10 flat fee per court per day**
- Encourages group activities
- Simplifies booking

Benefits of Lowering Fees

1. Increased Accessibility

- Makes tennis affordable for all income levels
- Encourages participation from underserved communities
- Supports youth programs and school partnerships

2. Higher Utilization

- More bookings
- Attracts casual players and families
- Potential for local leagues and tournaments

3. Community Health & Engagement

- Promotes physical activity and mental well-being
- Fosters social interaction and community bonding
- Aligns with public health and recreation goals

Let's make tennis more accessible for everyone.

Proposal to Reduce Field Fees for Adult Tournaments

Objective

To make adult tournaments financially accessible by aligning field rental fees with comparable cities and populations.

Current Fee Structure

- **\$75 per field, per hour**
- For a **one-day tournament** using **3 fields for 10 hours**:
 - $\$75 \times 10 \text{ hours} \times 3 \text{ fields} = \mathbf{\$2,250}$
- Result: **Prohibitive for organizers**, discouraging community engagement and adult recreation.

Comparable Cities & Fee Models

City	Population	Fee Structure	Cost for 1-Day Tournament
Buffalo	18,000	\$64 per field per day	$\$64 \times 3 \text{ fields} = \mathbf{\$192}$
Rogers	13,500	\$40 per field per day	$\$40 \times 3 \text{ fields} = \mathbf{\$120}$
Otsego	23,000	\$150 per tournament flat fee	\$150 total

Each city included additional fees for field staff

Brainerd's population (~13,000) aligns closely with these cities, making their models highly relevant.

Proposed Fee Structure for Brainerd

- **Option 1:** \$60 per field per day → \$180 for 3 fields
- **Option 2:** ☒ \$150 fee per tournament (This can match the Youth Association Field Fees)
- **Option 3:** Pricing based on field usage and duration \$10/hour/field (example: 10 hours for 3 fields= \$300)

Note: (Additional fees for field staff and lights)

- Additional fees for chalk/portable toilets-At Cost
- Field staff for tournaments-\$30/hour/seasonal staff or \$66/hour/fulltime staff (based on availability)

☒ **Recommended Option: Option 2**

Benefits of Lowering Fees

- Encourages **local and regional tournament hosting**
- Boosts **economic activity** (hotels, restaurants, vendors)
- Promotes **adult recreation and community wellness**
- Enhances **park utilization** and visibility

Closing Recommendation

Adopt **Option 2** to:

- Recover costs
- Align with regional practices
- Option 2 keeps us competitive and community-friendly

Request to the Board

We respectfully ask the Park Board to:

1. Consider a revised, affordable model for adult tournaments
2. Pilot the new structure for the upcoming season

Youth Association Field Fees

Objective

To propose a fair and sustainable fee structure for recognized youth associations using city fields, balancing affordability with maintenance cost recovery.

Current Fee Structure (Option 1)

- **Season Fee:** \$0
- **Tournament Fee:** \$0
- **Pros:** Maximizes accessibility
- **Cons:** No cost recovery for field maintenance or tournament impact

Proposed Options

Option	Season Fee	Tournament Fee	Summary
1 (Current)	\$0	\$0	No fees at all
2	\$300	\$0	Season-only fee
3 ☒	\$0	\$150/tournament/complex	Tournament-only fee
4	\$300	\$150/tournament/complex	Season + tournament fees

☒ Recommended Option: Option 3

No charge for the season. Charge \$150 per tournament per complex.

Rationale

- **Equitable:** Regular season play is community-driven and low-impact; tournaments bring higher traffic and wear.
- **Aligned with regional standards:** Surrounding MN cities charge similar or higher fees for tournament use.
- **Cost recovery:** Helps offset field prep, staffing, and maintenance during high-use events.

Closing Recommendation

Adopt **Option 3** to:

- Recover costs from high-impact events
- Align with regional practices
- Option 3 keeps us competitive and community-friendly.



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Review and Adoption of 2026 Fee Schedule

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Each year, the City/Department reviews the fee schedule to ensure that service fees adequately reflect costs and comply with state statutes. Staff has conducted a review of current fees and recommends updates where necessary.

Discussion Points

- Review of current fee schedule
- Proposed increases, decreases, or new fees
- Comparison with surrounding communities
- Public feedback or concerns
- Effective date for new fees

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

1. Approve the fee schedule as presented
2. Table for further review and bring back at a later meeting
3. Deny proposed changes and keep the current fee schedule

RECOMMENDED ACTION/MOTION: Staff is seeking direction on the 2026 Fee Schedule:

1. Approval fee schedule as presented; or
2. Approval fee schedule with modifications at discuss in motion.

FINANCIAL IMPACT: N/A

Brainerd Parks and Recreation

2026 Fee Schedule



Advertising/Vendors					
Field Banner Program	- Minimum one banner on one field for one year, discounts for multiple fields - Banners are ordered and provided by the City, advertiser to provide design proof - Standard 4 ft. x 8 ft. vinyl banners		One Field	Two Fields	Three Fields
			\$150	\$250	\$325
			Banner: \$325/each		
			Admin/Install: \$100/each		
Vendor Fee	Seasonal fee for vendors, instructors, or facilitators using a designated park space			\$50	
Food Trucks	Daily Fee if not paid with City annual permit			\$50	
Camping (Lum Park Campground)					
Daily Rate			\$55		
65+/Military/Veteran Rate			\$45		
Weekly Rate	\$330	Weekly Rate 65+/Military Veteran Rate		\$290	
Off-Season (10/1 – 10/31)		No Water/Restrooms/ Showers/Dump Station		\$25	
Tent Site	Located behind host site, two tents maximum, one night maximum			\$20 per tent	
Campground Firewood	\$5		Dump Station	\$5	
Administration fee for cancellations		10+ days in advance		\$20	
		3-9 days in advance		\$50	
Pavilions & Park Facilities					
Pavilions Only	Buffalo Hills-Lions/Gregory/Kiwanis/Memorial/ Rotary Parks (No charge for Kiwanis/Lions/ Rotary Clubs at their respective parks), Lyman P. White Education Center			Mon-Fri: \$50	
				Sat-Sun: \$70	
	Lum Park			Mon-Fri: \$65	
				Sat-Sun: \$85	
Pavilions with Kitchenettes		Gregory and Memorial Parks	Mon-Fri: \$65 + \$50 key and cleaning deposit		
			Sat-Sun: \$85 + \$50 key and cleaning deposit		
Open Space	Gregory Park Bandstand or any park area reserved for exclusive use			General Public: No charge	
				Vendor: \$50	
Amphitheater	Lyman P. White Park: Daily rate, including electrical usage (requires key)			\$150	
Administration fee for cancellations		30+ days in advance		\$10	
Athletic Fields & Facilities					
Tournaments	\$150/tournament/complex (Additional fees for field staff & chalk)			\$150 + Additional Fees at Cost	
Athletic Fields* (excluding Mills Field)	With lights, two-hour block			\$75	
	Without lights, two-hour block			\$50	
	Field drying materials			At cost	
Mills Field*	With lights, two-hour block			\$150	
	Without lights, two-hour block			\$100	
	Field drying materials			At cost	

Miracle League Field	Handicapped and disabled groups can request to use the Miracle League field at no cost. A permit will be issued by the Department. Individuals and other groups will be directed to use alternate fields.	\$0
Outdoor Ice Rink**	Daily rate	\$10
Tennis Court, Pickleball Court, Basketball Court, Open Fields	Daily rate	\$10

The City of Brainerd Parks and Recreation Department may enter into individual agreements with local community organizations such as the YMCA, Community Education, and the Brainerd Baxter Baseball Association (BBBA). Any community group or individual interested in establishing a formal agreement with the Parks Department is encouraged to contact staff to arrange a meeting to discuss partnership details and facility use.

*** Rates are waived for individuals and entities located within the boundaries of the City of Brainerd.*

Miscellaneous Fees

Memorial Benches	Per policy, bench custom engraved, installed by the City	Bench, Concrete Slab/Installation: \$1,900
Memorial Trees	Per policy, Gregory Park memorial trees may be accompanied by a plaque	Tree: At cost (will provide quote) Plaque: \$65 Installation: At cost
Community Garden	Rate set by Garden Committee, may provide "sweat equity" for waiver of fee	\$20 per plot

Special Event Fees

Picnic Table, Trash Can, Outlet.		\$5
Trash Removal	Trash Receptables Private rental for Tournaments, Special Events, etc.	\$5 Pavilion \$25/Tournament \$100/Large Event \$200
Picnic Tables		\$5
Electric Access		\$10
Additional Requests (fencing, cones, staff support)		At cost



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Approval of Special Event Revenue and Expenditure Request

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The Parks and Recreation Department coordinates numerous community events throughout the year, including Movies in the Park, the Fishing Clinic, Great Pumpkin Festival, Easter Egg Hunt and other family-focused programs. These events have continued to grow in popularity and attendance, contributing to community engagement and overall park use.

However, the department has experienced increased costs in several key areas, along with inconsistent volunteer availability. To maintain safety, quality, and participation levels, additional funding support is needed for event operations and materials.

- **Paid Staff Support:** Volunteer availability is inconsistent, and reliable staffing is essential for safety and event success.
- **Face Painting:** A consistently popular activity that requires dedicated funding.
- **Bounce House Rentals:** A major draw for families, but rental and insurance costs are significant.
- **Candy:** Prices have increased substantially, impacting seasonal event planning.
- **Sound Equipment:** Purchasing a speaker system with music and microphone capabilities would reduce long-term rental costs and improve event quality and accessibility.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

1. Approve Additional Funding
2. Maintain Current Budget
3. Seek Sponsorships or Donations

RECOMMENDED ACTION/MOTION: Staff will bring a proposed 2026 programming with budget requirements at a future Park Board agenda.

FINANCIAL IMPACT:

REVENUE AND EXPENDITURE REPORT FOR CITY OF BRAINERD

PERIOD ENDING 10/31/2025

GL NUMBER	DESCRIPTION	2025		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED	BUDGET	NORMAL	10/31/2025 (ABNORMAL)	MONTH 10/31/2025 INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)	
Revenues									
Function: Unclassified									
CHARGES FOR SERVICES									
230-5211-34711	SPECIAL EVENTS REVENUE		3,000.00		1,739.29		39.29	1,260.71	57.98
CHARGES FOR SERVICES			3,000.00		1,739.29		39.29	1,260.71	57.98
Total - Function Unclassified			3,000.00		1,739.29		39.29	1,260.71	57.98
TOTAL REVENUES			3,000.00		1,739.29		39.29	1,260.71	57.98
Expenditures									
Function: Unclassified									
PERSONNEL SERVICES									
230-5211-41104	TEMPORARY		0.00		234.00		0.00	(234.00)	100.00
230-5211-41122	FICA		0.00		14.51		0.00	(14.51)	100.00
230-5211-41123	MEDICARE		0.00		3.39		0.00	(3.39)	100.00
230-5211-41150	WORKERS COMP		0.00		8.69		0.00	(8.69)	100.00
PERSONNEL SERVICES			0.00		260.59		0.00	(260.59)	100.00
SUPPLIES									
230-5211-42210	OPERATING SUPPLIES		3,000.00		3,751.05		496.01	(751.05)	125.04
SUPPLIES			3,000.00		3,751.05		496.01	(751.05)	125.04
Total - Function Unclassified			3,000.00		4,011.64		496.01	(1,011.64)	133.72
TOTAL EXPENDITURES			3,000.00		4,011.64		496.01	(1,011.64)	133.72
TOTAL REVENUES - FUND 230									
TOTAL REVENUES - FUND 230			3,000.00		1,739.29		39.29	1,260.71	57.98
TOTAL EXPENDITURES - FUND 230			3,000.00		4,011.64		496.01	(1,011.64)	133.72
NET OF REVENUES & EXPENDITURES			0.00		(2,272.35)		(456.72)	2,272.35	100.00



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Review and Approval of Concession Stand Leftover Inventory

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5-10 Minutes

SUMMARY OF ISSUE:

At the conclusion of the 2025 park season, several concession items remain in inventory, including bottled beverages, chips, and other prepackaged snacks. To reduce waste, recover costs, and utilize the remaining products effectively, staff propose selling the remaining concession inventory at wholesale prices to another organization or through a City Employee Purchase Program, with all prices inclusive of sales tax.

Wholesale Sale to Another Organization:

- The Parks & Recreation Department may sell remaining packaged concession items in bulk to a local organization such as a youth sports association, school group, or nonprofit organization.
- Items will be sold at or near the original wholesale cost to ensure the City recovers reasonable value while supporting community partners.
- All sales will include applicable sales tax within the posted price ("tax included").
- Sales will be documented through a Concession Inventory Sale Form showing quantities, unit prices, total amount, and tax breakdown.
- Proceeds will be deposited into the Parks Fund (Concession Revenue Account) and sales tax remitted to the MN Department of Revenue through the City's regular filing process.

City Employee Purchase Program:

- Remaining concession items not sold wholesale may be made available for purchase by City employees from Parks & Recreation.
- Items will be sold at a discounted rate or non-discounted rate, with tax included in the sale price.
- All employee purchases will be recorded through the CivicRec POS system or cash tracking and proper tax handling.

- This provides staff with the opportunity to purchase remaining goods before expiration while recapturing costs to the City.

Following both sale options, any remaining items that cannot be sold or are nearing expiration may be donated to a local food shelf, such as the Sharing Bread Soup Kitchen or Salvation Army, to prevent waste and support community needs. All transactions will be properly documented and reconciled through BS&A and CivicRec, with the Finance Department overseeing deposits and tax reporting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

1. Approve the sale of concession inventory at wholesale prices to another organization or through a City Employee Purchase Program, as outlined.
2. Modify the proposal (e.g., restrict to one sale method or adjust pricing).
3. Decline the proposal and direct staff to donate or dispose of all remaining items.
4. Authorize staff to donate any remaining items to a local food shelf following completion of sales.

RECOMMENDED ACTION/MOTION:

Staff is seeking direction of remain concession inventory:

1. Approve City staff to sell the remaining concession inventory as stated above to another Community Organization; or
2. Approve City staff to sell the remaining concession inventory as stated above to City Employee Program; or
3. Donate supplies to the Police Department and/or other non-profit agencies.

FINANCIAL IMPACT: Could reclaim about \$1,500 back into the Parks fund for concessions.

City of Brainerd Parks & Recreation Department - Donation of Leftover Concession Stand Items Procedure

Effective Date: _____

Approved By: _____

1. Purpose

To establish a consistent and transparent process for managing leftover concession stand food and beverage inventory at the end of each operating season. This SOP ensures that all surplus items are handled responsibly – whether through donation, employee purchase, or wholesale sale to another organization – in compliance with city policy, state law, and Park Board direction.

2. Scope

This procedure applies to all Parks & Recreation staff involved in the operation, inventory, and management of concession stand supplies within City of Brainerd Park facilities.

It includes seasonal concessions at:

- Memorial Park
- Jaycees Park
- Bane Park
- Other city-managed concession locations as applicable.

3. Policy Statement

At the end of each concession season leftover snack and beverage items may be reviewed and processed in accordance with Park Board direction. Any action involving the disposal, donation, or sale of these items requires prior Park Board approval.

Acceptable options include:

- **Donation** to a qualified nonprofit or charitable organization when items are unopened, unexpired, and in good condition.
- **Employee Purchase Program** for the sale of remaining concession items to city employees at fair market value, with applicable sales tax applied and documented.
- **Wholesale Sale** to another organization, vendor, or municipality at a negotiated bulk or wholesale rate.

City of Brainerd Parks & Recreation Department - Donation of Leftover Concession Stand Items Procedure

- **Alternative disposal methods** as specifically directed and approved by the Park Board.
- **Disposal** of expired, opened, or otherwise unusable items.

All actions require Park Board authorization before execution.

All transactions must be transparent, recorded, and supported by appropriate documentation. Because the City of Brainerd is a governmental entity and not subject to income taxation, there is **no tax deduction** or “write-off” associated with these transactions.

4. Procedure

Step 1: End-of Season Inventory

- At season close, designated staff will:
 1. Conduct a physical count of all remaining concession stand items.
 2. Identify products not suitable for storage until next season.
 3. Discard expired, opened, or damaged products following waste procedures.

Step 2: Complete Inventory List

- Use the Concession Inventory and Disposal Form to record:
 1. Item description and quantity
 2. Unit cost and estimated total value
 3. Recommended disposition (donate, employee sale, wholesale, or discard)

Step 3: Review and Recommendation

- The Recreation Specialist or Administrative Specialist prepares a Park Board agenda item summarizing:
 1. Inventory list and total estimated value
 2. Recommended disposal method(s)
 3. Statement noting the Board approval is required prior to any action.

Step 4: Park Board Authorization

- The Park Board reviews the staff recommendation and authorizes the approved action(s).
- The approval is documented in meeting minutes and retained in Parks and Recreation records.

City of Brainerd Parks & Recreation Department - Donation of Leftover Concession Stand Items Procedure

Step 5: Implement Approved Option

Depending on the authorization:

- **Donation:** Staff coordinates delivery or pickup with the approved nonprofit and obtains a signed donation receipt.
- **Employee Purchase Program:**
 1. Items are sold at fair market value, with sales tax applied.
 2. Payments are processed through Finance or CivicRec Point of Sale.
 3. Sales records are retained for audit purposes.
- **Wholesale Sale:**
 1. Staff invoices the purchasing organization at the approved wholesale rate.
 2. Finance records payment and updates inventory accordingly

Step 6: Documentation and Filing

- Attach all supporting forms, receipts, or sale records to the **Concession Inventory and Disposal Record**.
- Submit documentation to Finance for audit purposes.
- Retain a copy in the Parks & Recreation records binder or shared drive.

Step 7: Cleanup and Close-Out

- Discard any unusable or expired products following normal waste procedures.
- Clean and organize concession areas for storage or next season preparation.

5. Responsibilities

Role	Responsibility
Parks Maintenance Staff	Conduct physical inventory and separate items.
Recreation Specialist / Admin Specialist	Complete inventory form, prepare board report, and coordinate approved actions.
Park Board	Review and approve disposal option(s)
Finance Department	Record and audit donation, sale, or disposal documentation.
Recipient/Purchasing Organization	Sign and acknowledge receipt or purchase of goods.

6. Documentation Requirements

- Concession Inventory and Disposal Record

City of Brainerd Parks & Recreation Department - Donation of Leftover Concession Stand Items Procedure

- Park Board approval (minutes or staff report)
- Donation receipts, invoices, or sales records
- Finance Department copy for audit tracking

7. Compliance

This SOP ensures compliance with:

- **Minnesota Statutes 471.348**- Public Purpose and Disposal of Surplus Property
- **City of Brainerd Procurement and Financial Policies**
- **Minnesota Department of Health** food handling and donation guidelines.

8. Revision History

Revision Date	Description	Approved
	Initial SOP creation includes donation, employee sales, and wholesale sale options	



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Approval of Updated Solar Development Agreement at Rotary Park

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The contractor had to include the full amount to Bond the project. BPU will absorb the additional cost of \$1,720.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff is recommending approval the updated Solar Development Agreement at Rotary Park.

FINANCIAL IMPACT:

SOLAR DEVELOPMENT AGREEMENT

THIS SOLAR DEVELOPMENT CONTRACT ("Contract") dated as of September ___, 2025 by and between the City of **Brainerd** ("Owner"), Wolf Track Energy, LLC, a Minnesota Limited Liability Company ("Solar Developer"), and The Rotary Club of Brainerd, a Minnesota

_____.
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 located within **Rotary Riverside Park, Brainerd, Minnesota (46.341414, -94.214079)** as identified in Exhibit "C" ("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 **\$33,900.00** ("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 ("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. Concurrent with execution of this Agreement, Solar Developer shall provide Owner with a payment bond in an amount equal to the Contract Price, with the stipulation that the amount of the bond shall automatically change consistent with approved 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 (“Request for Disbursement”) which will cover completed and inspected work consistent with Exhibit “B.” All payment requests will include lien waivers from subcontractors for the amount of their work included in the payment request.

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 lien waivers (satisfactory to Owner) 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, 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. **Permits; Inspections.** Solar Developer will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Owner in writing. 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.

9.7. **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.

9.8. **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.

9.9. **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.

9.10. **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.

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

9.12. **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.

9.13. **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.

9.14. **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.

9.15. **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 therefore. 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. City of Brainerd's Responsibilities.

10.1 Brainerd Public Utilities will pay Solar Developer \$11,028.00 upon scheduling of the solar installation date.

10.2 Brainerd Public Utilities will pay Solar Developer \$12,872.00 upon completion of installation.

Article 11. Rotary Club's Responsibilities.

11.1 Rotary Club of Brainerd will pay Solar Developer \$10,000.00 upon signing of the solar agreement.

11.2 After the warranty has ended, Rotary Club of Brainerd will replace any damaged, inoperative solar panels and lighting; also responsible for the decommission of solar panels and lighting.

11.3 This Article shall survive termination of this Agreement.

Article 12. Insurance.

12.1.1 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 and (iv) "all risk" builder's risk insurance in an amount equal to or greater than the Contract Price. Insurance under subparts (i) and (iv) shall list Owner as an additional insured.

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

Article 13. Termination.

13.1 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.

13.2 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.

Article 14. Miscellaneous.

14.1 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.

14.2 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.

14.3 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 Crow Wing County, State of Minnesota.

14.4 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.

14.5 Owner hereby grant permission to Solar Developer to use its photographs or videos and other media relating to the work being performed on the 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 _____, 2025.

BY: _____
NAME: Dave Badeaux,
Mayor
TITLE: City of Brainerd
DATE: _____
BY: _____
NAME: Simon Eddy
TITLE: Wolf Track Energy
DATE: _____

BY: _____
NAME: Nicholas Broyles, City
Administrator
TITLE: City of Brainerd
DATE: _____
BY: _____
NAME: Brian Andrews
TITLE: Rotary Club of Brainerd
DATE: _____

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.

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: **\$33,900.00**

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)

\$11,028.00 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.

EXHIBIT C

ROTARY PARK - SITE PLAN





Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion on Future Grant Proposals with Legislative Citizen Commission on MN Resources (LCCMR)

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The City of Brainerd is looking ahead at new plans for future projects that will be beneficial for the Brainerd Lakes Area. Below is the list of three projects that the Mayor and City staff presented funding request for future projects.

- 1) New Water Waste Treatment Plant
- 2) Bridge off HWY 210
- 3) Trail extendtion from NPC to Lum Park bridge; then future connection to Cuyuna Lakes State Trail.

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

RECOMMENDED ACTION/MOTION: Discussion Only

FINANCIAL IMPACT: N/A



Continued Efforts

In 2023, the City of Brainerd contracted SRF Consulting to prepare a Feasibility Report for a pedestrian bridge nearby Lum Park across State Highway 210

Coordination with...

- City Council members
- Park Board members
- MnDOT
- MnDNR
- Municipal Utilities
- Private property owners

Hired SEH, Inc. to prepare preliminary engineering plans for a segment of the Cuyuna Lakes State Trail

- Trail would connect from current end in the Northern Pacific Center to existing trail on 28th Street
- Construction would further connect to trail constructed with Highway 25 replacement project
- 60% Plans and Estimate prepared

City of Brainerd Mississippi Landing Trailhead

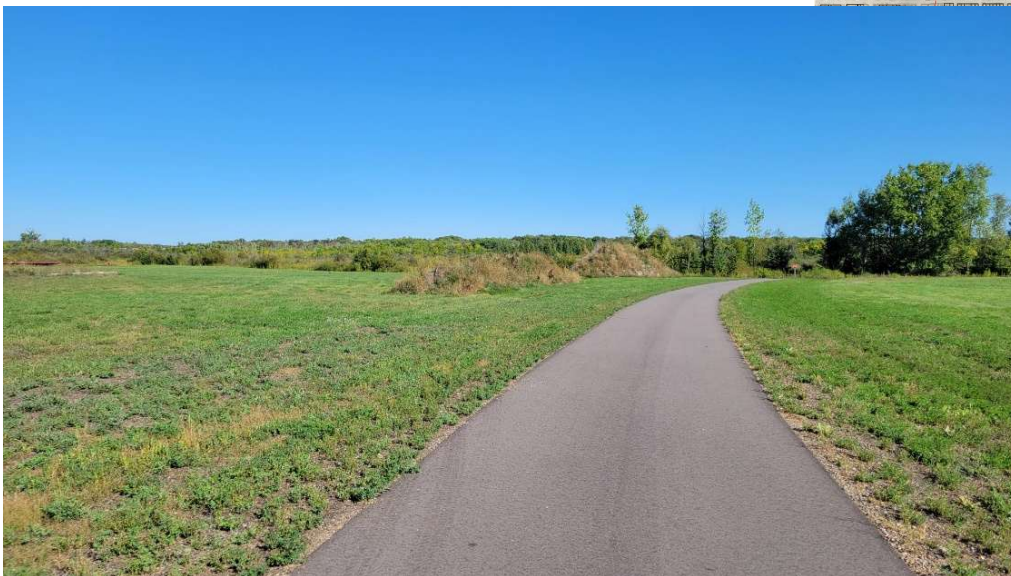
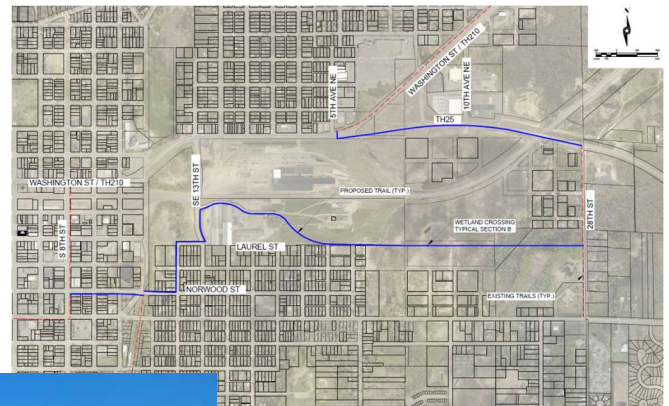
Accomplishments

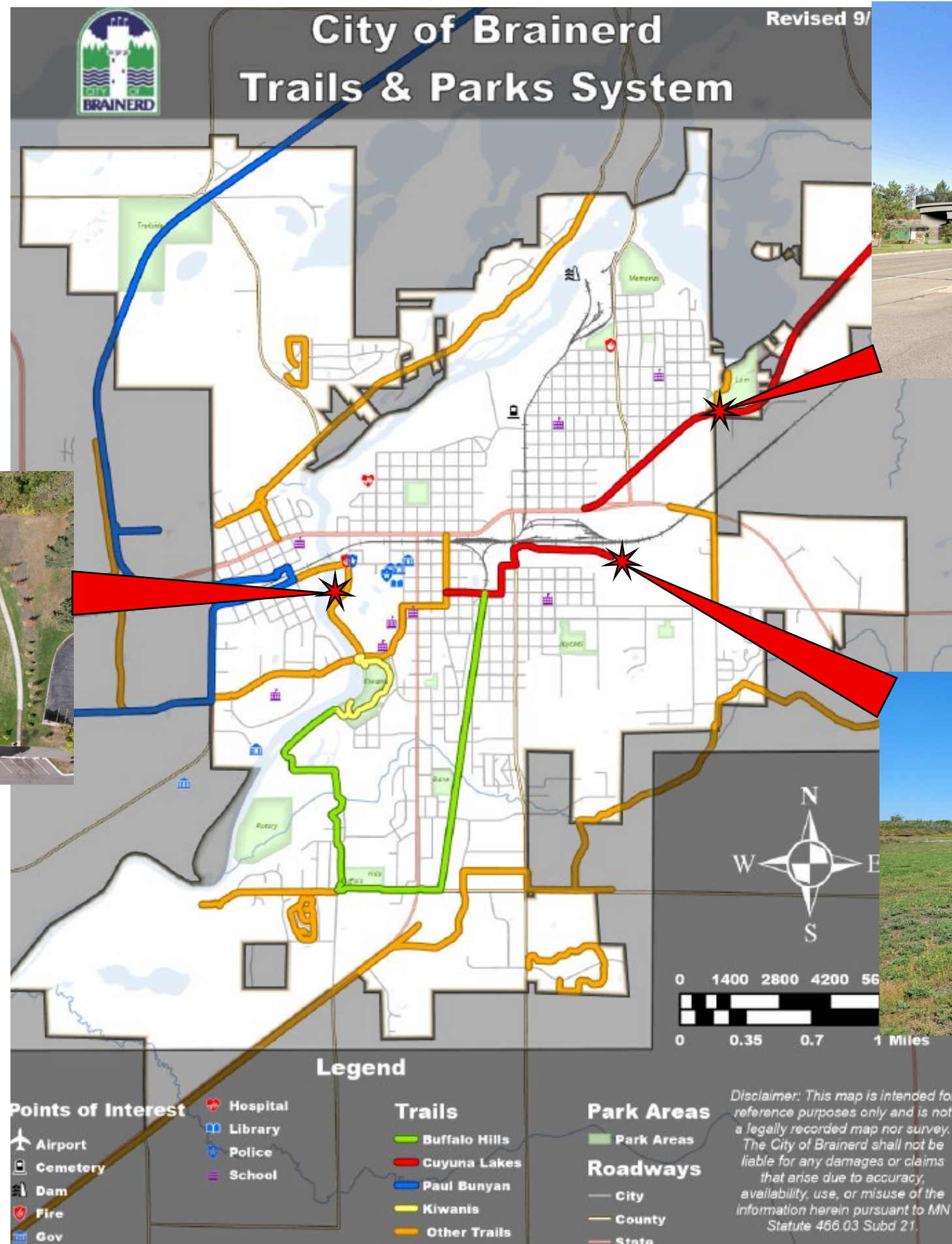
- City of Brainerd is appreciative of the \$2.8 million appropriated in ENRTF funds from the LCCMR Committee
 - o Funds were critical to construct the Mississippi Landing Trailhead at Lyman P. White Park in Brainerd.
 - o The trailhead now provides for significant connections to several trail networks that connect to Brainerd.
 - o The project has successfully reconnected visitors to the area with the Mississippi River.

Key Points

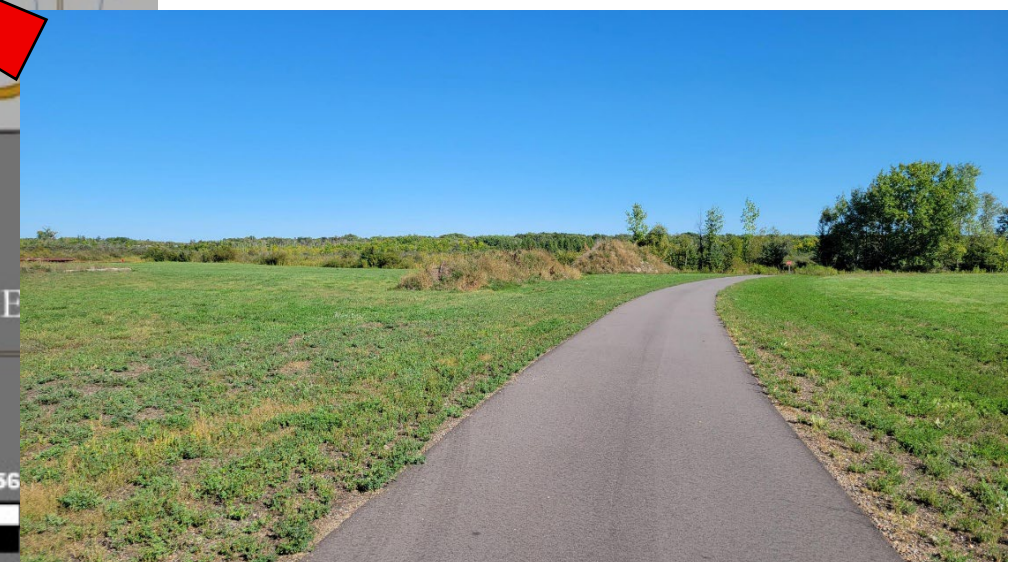
- City of Brainerd hosts 3 trail systems
 - o Paul Bunyan State Trail, Cuyuna Lakes State Trail (CLST), and Buffalo Hills Trail
- State Highways 210 and 371 Business (Old 371) continue to be barriers for pedestrians and bicyclists.
 - o Disconnects pedestrians from access to other trails
 - o Leads to entire neighborhoods being isolated or disconnected from other areas of the city.







Mississippi Landing Trailhead at Lyman P. White Park



BRAINERD
MINNESOTA
A City for all Seasons



Park Board Agenda Request

MEETING DATE: October 28, 2025

TITLE OF ITEM: Discussion of Baseball Group Ageless Wonders

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Kayla Huether, Recreation
Specialist

DEPARTMENT: Parks

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: A group of players age 50+ have been gathering to play baseball at Memorial Park on Tuesday mornings at 8:30a.m. The group is informal and recreational, providing opportunities for exercise, camaraderie, and community engagement.

Discussion Purpose:

- To share information about the group's current activities at Memorial Park
- To discuss potential needs or support (e.g., field availability, scheduling, equipment, promotion)
- To consider how the City/Board might recognize or collaborate with the group to encourage participation

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

RECOMMENDED ACTION/MOTION: Discussion only.

FINANCIAL IMPACT: N/A

The Great Pumpkin Festival Summary

Date: October 4, 2025

Time: 1:00–4:00 PM

Location: Memorial Park

The 2025 Great Pumpkin Festival was held on a hot and windy fall afternoon at Memorial Park. The softball field setting provided a perfect, enclosed location with plenty of space and convenient parking for families and community members to enjoy the day's festivities.

This year's festival drew an outstanding **317 participants**, supported by **16 staff members** and **22 vendors** who helped make the event run smoothly.

The festival featured a variety of fun, family-friendly activities including a bounce house, face painting, arts and crafts, games, contests, and concessions. Guests enjoyed numerous themed stations such as:

- **Coloring Contest**
- **Pumpkin Weight Guessing Game**
- **Pumpkin Painting**
- **Costume Contest**
- **Races** – 3-Legged Race, Sack Race, Egg & Spoon Race, Pumpkin Rolling, Bouncy Ball Race, and Wheelbarrow Race
- **Pie Eating Contest**

Several community organizations and sponsors helped make the event a success:

- **Boys-N-Berries** – pumpkins, corn stalks, and hay bales
- **Boy Scouts Troop 43** – popcorn balls and an archery game
- **Crow Wing County Master Gardeners** – activity table
- **Super One Foods** – donation
- **Northway Academy** – activity table

- **Salvation Army** – free hot cocoa
- **Team Ascension** – karate demonstrations and activities
- **American National Bank** – donation
- **Brainerd Community Action** – “The Voice” of the Great Pumpkin Festival
- **Brainerd Lakes Area Women of Today** – concessions
- **Girl Scouts** – activity table
- **Painted Turtle** – face painting
- **Renewal by Andersen** – activity table
- **BHS Choir** – pumpkin sales to raise funds for their field trip

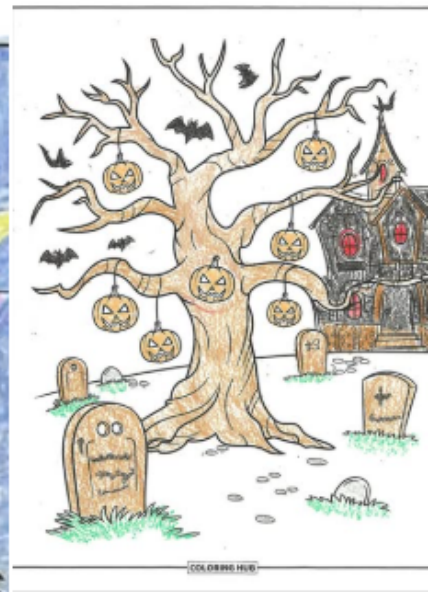
The event was organized by **Brainerd Parks and Recreation**, with strong community participation making it a fun, family-friendly celebration to kick off the fall season.

Changes for Next Year:

- Plan to move activities and booths in a little closer together to create a more connected layout, especially for the races and announcements area to improve visibility and engagement.
- Participants purchase painting pumpkins directly from the BHS Choir at the start of event planning.
- Eliminate the costume contest









RECREATION REPORT

- Job post/Hire warming house attendants
- Job post/Hire hockey officials
- MNRPA conference
- Volunteers to coach youth pond hockey
- Clean out concessions
- Sharpen skates at all warming houses
- Get warming houses ready for the season-organize, signs prepared, forms, order materials-first aid, ext.

PARKS MAINTENACE REPORT

- Fabricating retrofit of BBBA batting cages
- Winterized all park irrigation lines and buildings (campground, dump station, splash pad etc.)
- Took down tennis and pickleball frames and nets
- Still working on warming house renovations for new rink at Jaycees
- Taking inventory of supplies need for spring
- Installing rubber flooring at Jaycees
- Swapped out all banners downtown summer to winter themes
- Purchasing all lights for City Hall tree
- Switching over equipment to winter implements
- Finished washing out all garbage cans and stored
- Removed sunscreens from beach and stored
- Removed boat landing dock and fishing pier dock from Lum Park
- Repairing equipment and ordering parts
- Painted interior doors at Jaycees
- Winterized downtown water truck
- Leveled sand at Lum Park beach



New Sign at Lions Park at Buffalo Hills:



Park Volunteer Day – Brainerd Credit Union

- Brainerd Credit Union took Columbus Day to donate their time to the city of Brainerd Parks and Recreation.