



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, April 14, 2026 @ 4:30 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. Mickelson ___J. Miller ___ J. Powell ___A. Shipe ___J. Berns

3. **Pledge of Allegiance**

4. **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

5. **New Business**

A. **Approval of Lions Club Agreements**

B. MnDNR Outdoor Recreation Grant Application - Memorial Park Playground Replacement

6. **Adjourn**

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

MISSION

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



Park Board Agenda Request

MEETING DATE: April 14, 2026

TITLE OF ITEM: Approval of Lions Club Agreements

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5-10 Minutes

SUMMARY OF ISSUE

Attached are two agreements with the Lions Club regarding donations and funding for the playground replacement. The repair agreement allows for Lions to contribute annually towards the repair or replacement of major amenities (i.e. playground, trails) and not for routine maintenance. The donation agreement allows for the Lions to donate funds towards the replacement of the playground. The Lions are also looking to apply for additional grant funding within their organization for additional funding. Both agreements are necessary for the club to provide funding. There is some time sensitivity for these agreements based on the deadline for the Lions' grant application.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Both agreements have been reviewed by the City Attorney and agreed upon by both parties.

RECOMMENDED ACTION/MOTION

Motion to approve the two Lions Club agreements as presented.

FINANCIAL IMPACT

N/A

**PLAYGROUND REPAIR AND REPLACEMENT
RESERVE FUND AGREEMENT**

This Playground Repair and Replacement Reserve Fund Agreement (“Agreement”) is entered into this [redacted] day of [redacted], 2026, by and between the Brainerd Lions Club, a Minnesota non-profit corporation, (“Lions Club”) and the City of Brainerd, a Minnesota municipal corporation (“City”).

WHEREAS the Lions Club desires to fundraise and donate funds to support the future repair and replacement of playground and park amenities at Buffalo Hills Lions Park; and

WHEREAS, the City is willing to accept such donation subject to the terms of this Agreement; and

WHEREAS, the parties acknowledge and agree that the uses described in this Agreement serve a valid public purpose; and

WHEREAS, the parties wish to set forth their mutual understanding and commitment regarding the administration and permitted use of the donated funds.

NOW THEREFORE, the parties agree as follows:

- 1. Establishment of Reserve for Park Maintenance.** The Lions Club may make, and the City may also accept donations, in one or more voluntary installments, restricted to a reserve fund used for the replacement or major repair of park amenities at Buffalo Hills Lions Park (“Reserve Funds”).
- 2. Acceptance of Donations.** Each installment paid by the Lions Club is subject to acceptance by the City pursuant to City Council authorization. Upon acceptance, the Reserve Funds shall become public funds of the City, subject to the restrictions set forth in this Agreement.
- 3. Restriction on Use.** Reserve Funds may be used only for the replacement or major repair of park amenities, including but not limited to: pickleball courts and related infrastructure, playground equipment and accessible play features, trail systems and walking paths, and any other replacement or major repair of park amenities approved by the City Council by amendment to this Agreement.

Reserve Funds shall not be used for: general park maintenance, including mowing, snow removal, trash collection, and cleaning, City staff wages, administrative expenses, utilities, operating expenses, or any new park amenity unless authorized by written amendment approved by the City Council.

4. Expenditure of the Reserve Funds. Expenditure of Reserve Funds is subject to appropriation by the City Council as required by law. The City retains exclusive control over the expenditure of Reserve Funds, subject to the restrictions in this Agreement and applicable law. Expenditures of the Reserve Funds shall be made in accordance with the City's generally applicable budgeting, purchasing, and financial controls.

Nothing in this Agreement obligates the City to advance, loan, or expend City funds in anticipation of future donations not yet received and accepted

5. Accounting of Reserve Funds. The parties acknowledge that the City is not required to maintain the Reserve Funds in a separate bank account.

The City shall track the Reserve Funds as a restricted line item or project code within its accounting system, classify the unspent balance as a restricted fund balance, and maintain records sufficient to demonstrate compliance with this Agreement.

Any interest earnings attributable to the City's pooled cash or investments shall not be allocated to the Reserve Funds unless otherwise required by law.

6. No Return Obligation for Reserve Funds. Reserve Funds are intended for long-term use and shall not be subject to return to the Lions Club.

7. No Trust or Escrow Created. Nothing in this Agreement is intended to, or shall be construed to, create a trust relationship, an escrow arrangement, or a fiduciary relationship beyond the City's obligations as a public entity.

8. Liability. Each party shall be responsible for its own acts and omissions. Nothing in this Agreement shall be construed to waive or limit the City's statutory immunities, defenses, or liability limits under Minnesota Statutes chapter 466.

9. Amendment. This Agreement may be amended only by written agreement approved by the City Council and executed by both parties.

10. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

11. Governing Law. This Agreement shall be interpreted in accordance with the laws in the state of Minnesota.

12. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. No Party has relied on any statement, promise, inducement, or representation that is not contained in this Agreement. This Agreement supersedes and replaces any and all prior statements and agreements between the Parties. The Parties agree that this Agreement cancels, without costs or payment to either Party, all earlier agreements regarding the subject of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one agreement binding on the Parties. A copy of this Agreement will have the same legal effect as an original.

Brainerd Lions Club

City of Brainerd

By: _____
Its President

By: _____
Dave Badeaux, Mayor

Date: _____

Date: _____

By: _____
Nicholas Broyles, City Administrator

Date: _____

RESTRICTED DONATION AGREEMENT

This Restricted Donation Agreement (“Agreement”) is entered into this [redacted] day of [redacted], 2026, by and between the Brainerd Lions Club, a Minnesota non-profit corporation, (“Lions Club”) and the City of Brainerd, a Minnesota municipal corporation (“City”).

WHEREAS the Lions Club desires to fundraise and donate funds to support the design, purchase, and installation of new playground equipment and related infrastructure improvements at Buffalo Hills Lions Park; and

WHEREAS, the City is willing to accept such donation subject to the terms of this Agreement; and

WHEREAS, the parties acknowledge and agree that the improvements and uses described in this Agreement serve a valid public purpose; and

WHEREAS, the parties wish to set forth their mutual understanding and commitment regarding the administration and permitted use of the donated funds.

NOW THEREFORE, the parties agree as follows:

- 1. Project Description.** The Lions Club desires to support the design, purchase, and installation of new playground equipment and related infrastructure improvements at Buffalo Hills Lions Park (“Project”).
- 2. Donation of Project Funds.** The Lions Club intends to donate funds to the City for the Project in one or more voluntary installments (“Project Funds”). The Lions Club shall make any donation in a form acceptable to the City’s finance department. Any funds donated by the Lions Club are donated without expectation of ownership, special access, or other private benefit not expressly authorized by law.
- 3. Acceptance of Donations.** Each installment paid by the Lions Club is subject to acceptance by the City pursuant to City Council authorization. Upon acceptance, the Project Funds shall become public funds of the City, subject to the restrictions set forth in this Agreement.
- 4. Restriction on Use.** Project Funds donated by the Lions Club and accepted by the City shall be used solely for the Project unless amended by written agreement approved by the City Council.

- 5. Control of the Project.** The City and the Lions Club may collaborate regarding the scope, design, and timeline of the Project in order to ensure that any and all grant requirements, donation conditions, and compliance obligations are met.

Notwithstanding such collaboration, the City retains exclusive and final control over:

- a. the scope, design, and timeline of the Project;
- b. all procurement and contracting related to the Project; and
- c. all expenditures of the Project Funds.

All aspects of the Project shall be carried out in compliance with applicable Minnesota and federal law, City ordinances, and City procurement and contracting requirements.

- 6. Expenditure of the Project Funds.** Expenditure of the Project Funds is subject to appropriation by the City Council as required by law. Expenditures of the Project Funds shall be made in accordance with the City's generally applicable budgeting, purchasing, and financial controls.

Nothing in this Agreement obligates the City to advance, loan, or expend City funds in anticipation of future donations not yet received and accepted.

- 7. Accounting of the Project Funds.** The parties acknowledge that the City is not required to maintain the Project Funds in a separate bank account.

The City shall track the Project Funds as a restricted line item or project code within its accounting system, classify the unspent balance as a restricted fund balance, and maintain records sufficient to demonstrate compliance with this Agreement.

Any interest earnings attributable to the City's pooled cash or investments shall not be allocated to the Project Funds unless otherwise required by law.

- 8. Ownership and Maintenance.** Nothing in this Agreement shall be construed to convey ownership of any portion of the Project to the Lions Club. All improvements made to Buffalo Hills Lions Park as part of the Project shall be property of the City, which shall be responsible for operation and maintenance.

- 9. Impossibility or Delay; Return of Project Funds.** If the City determines, in its sole discretion, that the Project is not feasible, the Project is materially altered, or the Project has not commenced by _____, the City shall notify the Lions Club and the parties shall either agree in writing to amend this Agreement to permit a related public use.

If the City determines that the Project cannot be completed and the parties do not approve an amendment to permit a related public use, the City may return the unspent balance of the Project Funds to the Lions Club. The parties acknowledge that any such return constitutes an authorized expenditure of public funds made in fulfillment of the City's contractual obligations under this Agreement.

10. No Trust or Escrow Created. Nothing in this Agreement is intended to, or shall be construed to, create a trust relationship, an escrow arrangement, or a fiduciary relationship beyond the City's obligations as a public entity.

11. Liability. Each party shall be responsible for its own acts and omissions. Nothing in this Agreement shall be construed to waive or limit the City's statutory immunities, defenses, or liability limits under Minnesota Statutes chapter 466.

12. Amendment. This Agreement may be amended only by written agreement approved by the City Council and executed by both parties.

13. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

14. Governing Law. This Agreement shall be interpreted in accordance with the laws in the state of Minnesota.

15. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. No Party has relied on any statement, promise, inducement, or representation that is not contained in this Agreement. This Agreement supersedes and replaces any and all prior statements and agreements between the Parties. The Parties agree that this Agreement cancels, without costs or payment to either Party, all earlier agreements regarding the subject of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one agreement binding on the Parties. A copy of this Agreement will have the same legal effect as an original.

[SIGNATURES ON FOLLOWING PAGE]

Brainerd Lions Club

City of Brainerd

By: _____
Its President

By: _____
Dave Badeaux, Mayor

Date: _____

Date: _____

By: _____
Nicholas Broyles, City Administrator

Date: _____



Park Board Agenda Request

MEETING DATE: April 14, 2026

TITLE OF ITEM: MnDNR Outdoor Recreation Grant Application - Memorial Park Playground Replacement

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE

Staff is requesting authorization to apply for the MnDNR Outdoor Recreation Grant for the planned replacement of the Memorial Park playground in 2026. The grant program is a 1:1 matching program. There is currently \$100,000 in capital funds allocated to the project. Staff is looking to apply for an additional \$100,000 through the program. This was authorized by City Council at their March 16th meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS

Notification of awards are typically received around June of the same year. If not awarded funds, staff would work under the original budget amount of \$100,000.

RECOMMENDED ACTION/MOTION

Motion to authorize staff to apply for the MnDNR Outdoor Recreation grant program for the Memorial Park playground replacement not to exceed the amount of \$100,000.

FINANCIAL IMPACT

N/A