

BEMIDJI PARKS AND RECREATION COMMISSION MEETING AGENDA

Tuesday, May 13, 2025

Jiigibiig - Diamond Point Park
1710 Birchmont Ave NE
4:30 PM



- 1) **CALL MEETING TO ORDER**
- 2) **AMENDMENTS TO THE AGENDA**
- 3) **APPROVAL OF MINUTES**
Approval of the April 8, 2025 Meeting Minutes
 - a) Minutes
- 4) **PUBLIC COMMENTS/AGENDA ITEMS**
(Comments limited to Agenda items only and a 3- minute maximum per speaker; 15-minute maximum per meeting regarding groups).
- 5) **ALGOMA PARK**
 - b) Playground Design
 - c) Pickleball Project/Agreement Update
- 6) **DOG PARK DISCUSSION**
 - d) Design Parameters and Potential Locations
- 7) **PAUL BUNYAN PARK**
 - e) Consider Landscaping Improvements (hashtag Bemidji Sign)
- 8) **COMMISSIONER UPDATES**
- 9) **DIRECTOR'S UPDATES**
 - f) Summary of Activity
- 10) **ADJOURN**
- 11) **NEXT MEETING**
June10, 2025

MINUTES
PARKS & RECREATION COMMISSION MEETING

April 8, 2025

MEMBERS PRESENT: Tom Anderson, Vicky Beckmann, Tim Faver, Kristine Bommersbach, Mike Cronin, and Bethany Wesley

MEMBERS ABSENT: Don Heinonen

COUNCIL & BOARD REPRESENTATIVE: Gwenia Fiskevold Gould

CITY STAFF & OTHERS: Marcia Larson and Emma Realing

CALL TO ORDER:

Wesley called the meeting to order at 4:31 p.m.

AMENDMENTS TO AGENDA:

Motion by Heinonen, seconded by Cronin, to approve the agenda as presented. Motion carried.

APPROVAL OF MARCH 13, 2025 MEETING MINUTES:

Motion by Wesley, seconded by Cronin, to approve the March 13, 2025 Meeting Minutes with minor spelling corrections. Motion carried.

PUBLIC COMMENT

No one was present to address the Commission

Algoma Park Pickleball Complex Agreement

- Reviewed licensing and donation agreement for pickleball courts
- Pickleball club plans to donate \$350,000 for up to 16 courts
- Discussed payment timing and tournament duration
- Ongoing negotiations about fundraising and project details

Intersection Maps Review

- Emma Realing presented intersection safety map
- Discussed potential park-to-park ride to evaluate intersections
- Identified areas of concern for pedestrian and cyclist safety

Department Updates

- Summer hiring in progress
- Awarded Excellence Award for Casting with Cops program
- New online reservation portal being developed
- World Juniors hockey games coming to Sanford Center
- Downtown tree replacement project approved

Recreation Updates

- Comparing rental and activity numbers to previous year
- New online registration system being implemented

ADJOURNMENT

- Motion to adjourn passed
- Next meeting scheduled for May 13th , 2025

Respectfully submitted,

Marcia Larson
Parks and Recreation Director

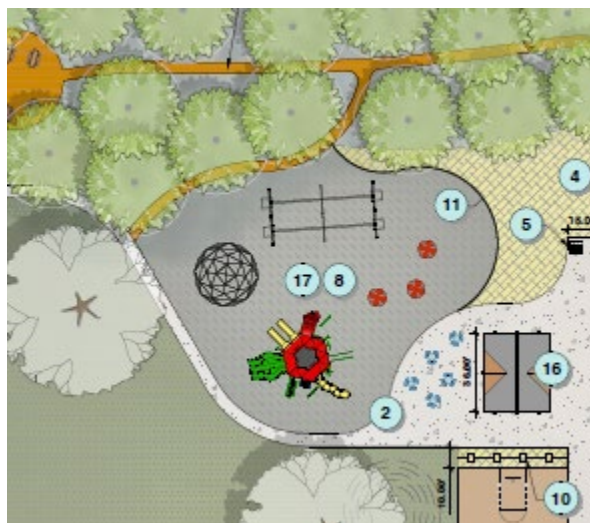
Algoma Park

Playground Design

In March, the Parks and Recreation Department issued a Request for Proposals (RFP) for new playground designs at Algoma Park. We received six submissions in total, and after careful review, staff has narrowed the selection to the top three designs. These finalists are presented in the order of preference, from strongest to least preferred. Each design offers distinct features and creative elements tailored to enhance the park experience. However, the leading proposal “Flagship option 1” design, clearly stands out. It not only meets the functional needs of Algoma Park but also reflects the character and priorities of the surrounding neighborhood.

Our goal is to create a space that encourages active play and becomes a valued asset for residents of all ages. The selected design will incorporate accessible features to ensure that children of all abilities can enjoy the playground. Sustainability and long-term maintenance were also factors in our evaluation, as we aim to build a durable and environmentally responsible play area. We have other playground feature throughout our parks systems that are Landscape Structures. Please take a moment to review the following pages, and we welcome all feedback to help guide the final decision.

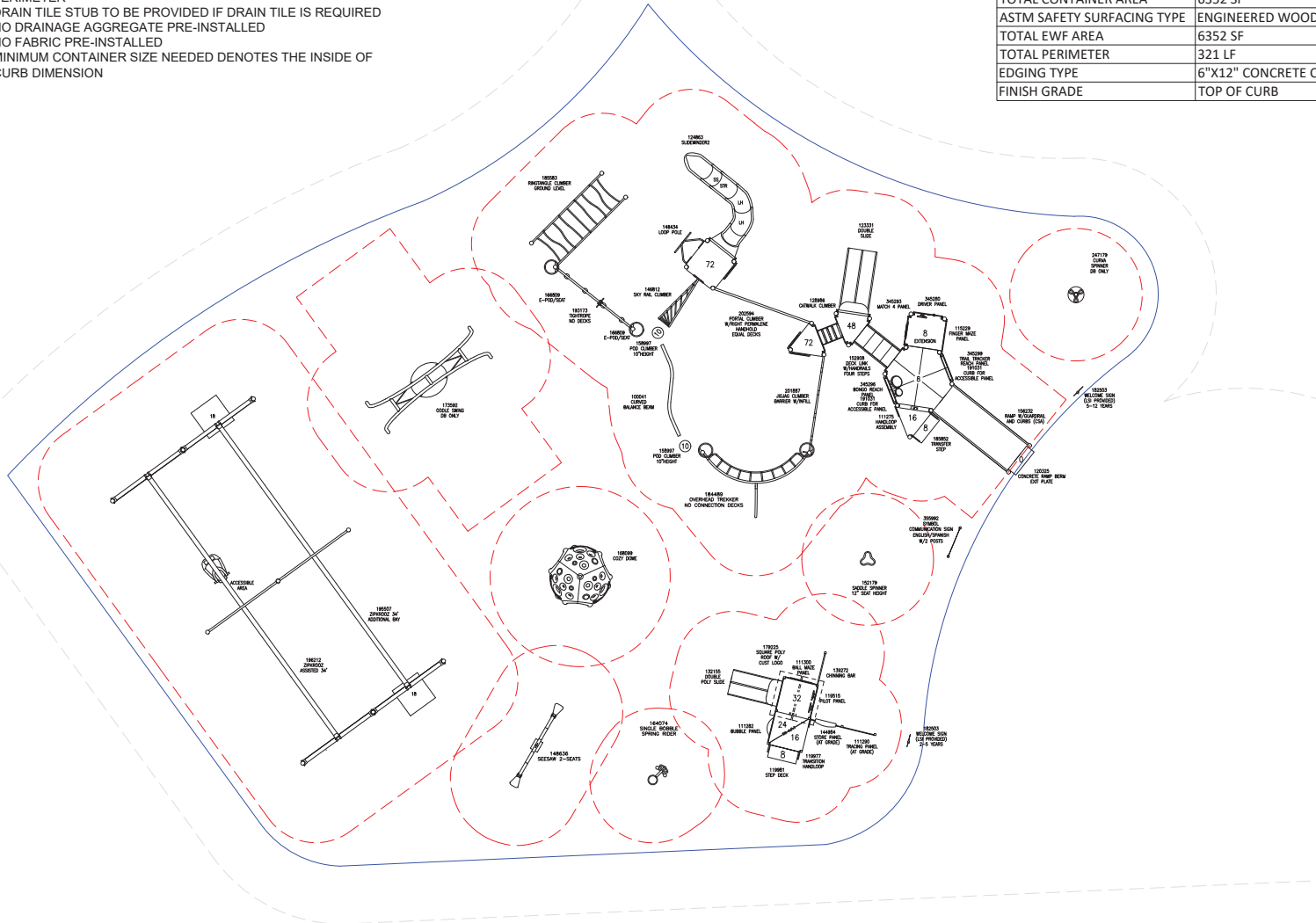
Estimated shape of Playground area



****SITE PREPARATION REQUIREMENTS:**

- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

CONTAINER DETAILS	
TOTAL CONTAINER AREA	6352 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	6352 SF
TOTAL PERIMETER	321 LF
EDGING TYPE	6"x12" CONCRETE CURB BY OTHERS
FINISH GRADE	TOP OF CURB

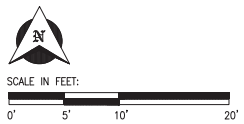


2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	3	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	3	REQUIRED 2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	6	REQUIRED 1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	6	REQUIRED 6

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	12	5	REQUIRED 5
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	5	5	REQUIRED 5
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	1	1	REQUIRED 1
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	11	11	REQUIRED 4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	9	9	REQUIRED 9



flagship
recreation

FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY

lsc</



ls landscape structures

Algoma Playground Option 1

Bemidji_Algoma Opt 1 040325 • 4.4.2025



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ls landscape structures

Algoma Playground Option 1

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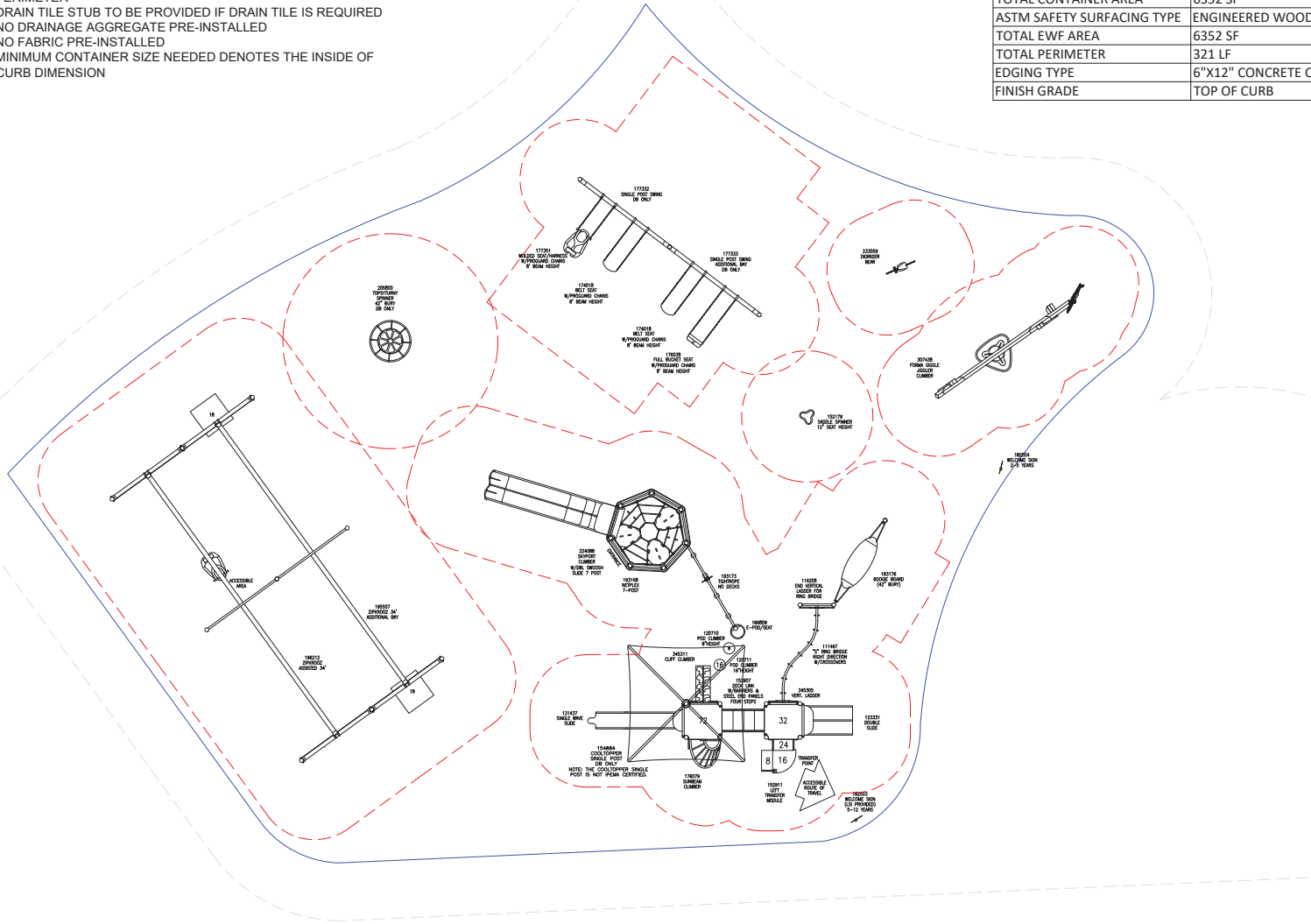


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FINISH GRADE	TOP OF CURB

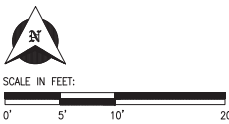


2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED 0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED 0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED 6

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	7	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED 4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	11	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED 7



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
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THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGE RANGES AS NOTED ON PLAN.

ALGOMA PLAYGROUND OPTION 2

BEMIDJI, MN

SALES REPRESENTATIVE:
STACY STRAND

DESIGNED BY:
AO
4/4/25

3/16" = 1'-0"

SHEET

LS101



landscape structures

Algoma Playground Option 2

Bemidji_Algora Opt 2 040325 • 4.4.2025



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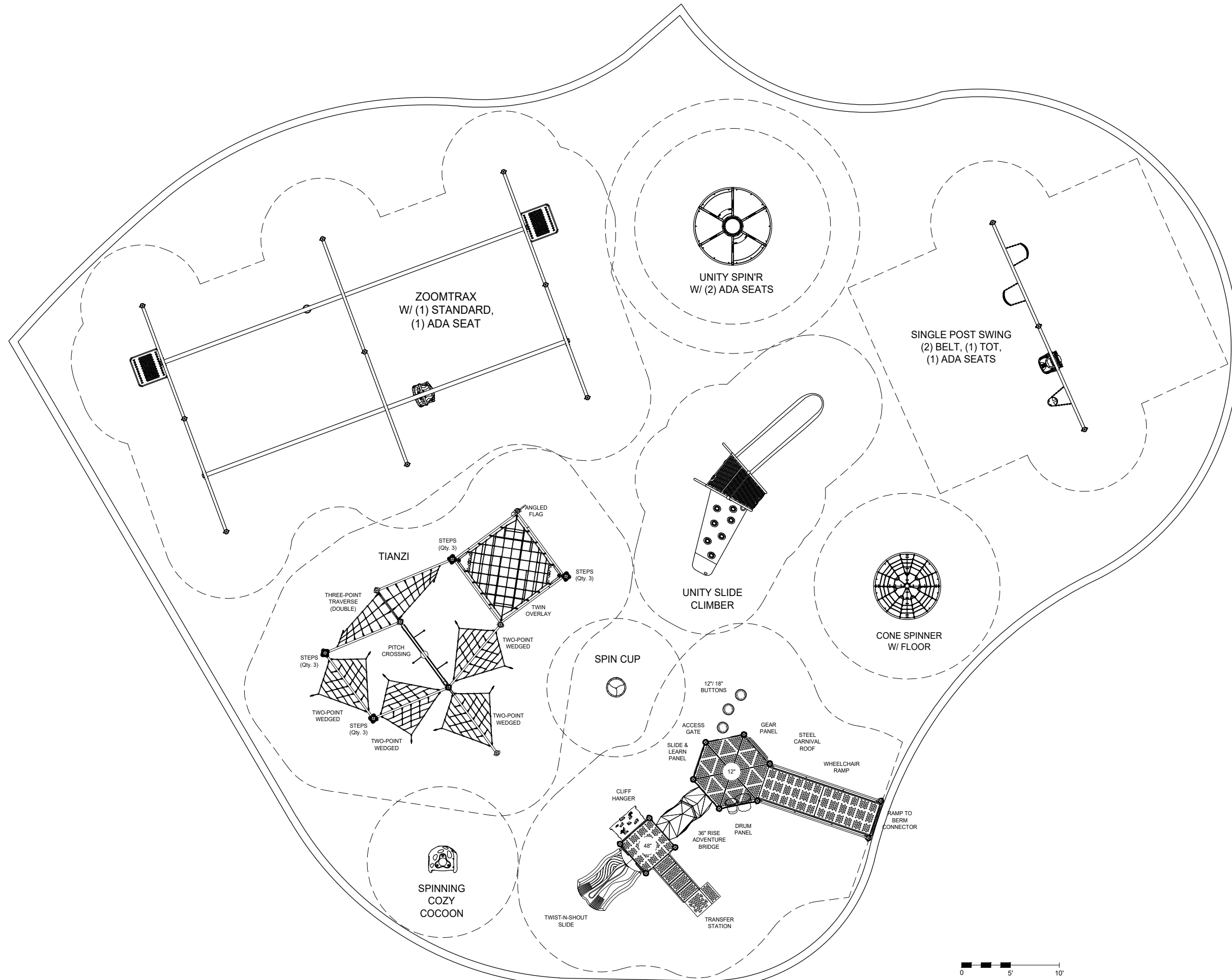
ls landscape structures

Algoma Playground Option 2

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*PLAYGROUND SUPERVISION REQUIRED



8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

EQUIPMENT SIZE:

USE ZONE:

AREA:
7997 SqFt.

PERIMETER:

FALL HEIGHT:
8'-7"

USER CAPACITY:
105

AGE GROUP:
2-5, 5-12

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:
MW032025-1

SCALE:
1" = 10'-0"

DRAWN BY:
TKA

Paper Size

DATE:
3-23-25

B

Algoma Park
City of Bemidji, MN



Algoma Park
Bemidji, MN

MW032025-1

Sales Representative
**MIDWEST
PLAYSCAPES**
8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378
PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

Equipment Manufacturer
PLAYWORLD
The world needs play.



Algoma Park
Bemidji, MN

MW032025-1

Sales Representative



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SAVAGE, MN 55378

PHONE: 1.800.747.1452
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The world needs play.

PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: May 13, 2025
Action Requested: Discuss the agreement and cost estimate/budget.
Prepared By: Marcia Larson, Parks and Recreation Director

Background:

The Pickleball License and Donation Agreement has been updated by the City Attorney to reflect the request by Pickleball on the timeline of the License fee (4. License and Annual Maintenance Fee). The agreement has been revised to have the license fee due June 1, 2027. Previously, the agreement stated within 30 days of completion that the fee was due.

The Attorney did respond to the concerns brought forward by the Parks and Recreation Commission at the last meeting and revised the wording - ensuring that the City was protected in the event the funds are not fully raised. Section 8e Donation to Bemidji Pickleball to Project Costs. *Robert revised to clarify. The intent here is that it's a city project, so the city and not Bemidji pickleball would take on any excess costs. But ultimately, since this is a city project, the City has the final say as to how to proceed if there was a cost overage*

Recommendation:

Discuss the agreement and cost estimate/budget. Approve the License and Donation Agreement pending final approval by the Pickleball Club

**LICENSE AND DONATION AGREEMENT
ALGOMA PARK PICKLEBALL COMPLEX**

THIS LICENSE AGREEMENT (the “Agreement” or “License”) made this ____ day of _____, 2025 (the “effective date”), by and between the City of Bemidji, a municipal corporation under the laws of the State of Minnesota (the “Licensor” or “City”), and Bemidji Pickleball, a nonprofit corporation under the laws of the State of Minnesota (the “Licensee”) (collectively the “parties”).

WITNESSETH:

WHEREAS, the City owns certain real property consisting of public park land, green space, a playground, and a series of athletic courts, including pickleball courts, in the City of Bemidji, Minnesota, known as Algoma Park; and

WHEREAS, Bemidji Pickleball is a non-profit organization with the mission of promoting the development and growth of the sport of pickleball in Bemidji and has an interest in expanding pickleball opportunities in Bemidji through funding new pickleball courts in Algoma Park with the support and collaboration of the City; and

WHEREAS, the City desires to see certain improvements made to Algoma Park and is interested in partnering with Bemidji Pickleball regarding the construction of approximately 16 new pickleball courts, to be known as the Algoma Park Pickleball Complex (the “Project”); and

WHEREAS, Bemidji Pickleball is committed to raising a minimum of \$350,000 and donating said amount to the City for the Project, encompassing the design, development, materials, and construction of the Project, and has appointed the Northwest Minnesota Foundation to serve as its fiscal agent overseeing the management of all monetary donations for the Project; and

WHEREAS, the City and Bemidji Pickleball agree that the final scope of the Project design, including the final number of courts and associated amenities, will be determined based on cost estimates provided by the Project consultant, who shall be selected, hired and retained by the City, and based upon available funding at the time of the final Project design, in the City Council’s sole judgment and discretion; and

WHEREAS, the City and Bemidji Pickleball are committed to forming an advisory group to advise on the design and construction of the Pickleball Complex, which shall consist of two representatives of Bemidji Pickleball, two members of the Bemidji Parks and Rec Commission, and City staff, which shall meet at least once annually to review the terms of this Agreement and the use and operations of the Pickleball Complex. Both Parties understand that this advisory group is to be advisory only, and all decision-making authority related to the Pickleball Complex and Algoma Park remains solely with the City acting through its City Council and the Parks and Recreation Department; and

WHEREAS, the City and Bemidji Pickleball are committed to a 30%-70% cost share on

future maintenance expenses at the Algoma Park Pickleball Complex, with Bemidji Pickleball committing 70% of such annual operation and maintenance expenses with such contribution paid yearly to the City as an annual License and Maintenance fee; and

WHEREAS, the City is interested in pursuing the Project, subject to Bemidji Pickleball meeting its fundraising/donation obligations as described herein, and with the understanding and agreement of Bemidji Pickleball that the City will not proceed with bidding the contract for the Project unless and until the donation, provided through the Northwest Minnesota Foundation, has been made to and accepted by the City pursuant to Minnesota Statutes, section 465.03; and

WHEREAS, upon Project competition, Bemidji Pickleball desires to utilize that certain portion of Algoma Park constituting the Pickleball Complex for their non-exclusive use thereof during a limited portion of the year for Bemidji Pickleball sponsored recreational league events and tournaments; and

WHEREAS, the parties desire to redevelop Algoma Park for the above purposes to allow use thereof by Bemidji Pickleball during the times designated herein (the “period of use”), as well as to allow use thereof by the City, other organizations and entities, and members of the general public, in accordance with City scheduling procedures outlined herein; and

WHEREAS, the City is willing to construct the necessary improvements to Algoma Park for the Project, subject to Bemidji Pickleball completing the necessary fundraising, following Bemidji Pickleball donating said funds to the City for the Project, and to permit the requested use by Bemidji Pickleball of the Algoma Park Pickleball Complex Licensed Premises, as defined herein below, following completion of the Project improvements on those certain terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Grant of License and Description of Licensed Premises.

- a. The Licensor hereby grants to Licensee a terminable, non-exclusive, limited license to use the portion of the real property known as the Algoma Park Pickleball Complex located in the City of Bemidji, as depicted on Exhibit A, which is attached hereto and incorporated herein by reference (the “Licensed Premises”), for the purposes and under the conditions stated herein.
- b. The Licensed Premises shall be redeveloped for the Project following receipt of the Bemidji Pickleball Donation as defined herein below subject to City approval of final design plans and specifications for the Project and following City Council approval and bidding of the Project, which shall be in the City Council’s sole judgment and discretion. The Project shall occur in one phase as described herein and the costs thereof shall be funded by Bemidji Pickleball through its donation to the City as described herein. The Licensed Premises shall include those capital improvements for the Project as the same shall be subsequently designed pursuant to those certain City approved plans and specifications for the same to be

prepared by the City.

- c. At such time as the Bemidji City Engineer certifies in writing the completion of the Project herein, the same are hereby incorporated into the Licensed Premises. The License described in this Paragraph is solely for the use of the Licensed Premises by the Licensee for the purposes stated herein, which include Bemidji Pickleball's recreational leagues, as well as other related athletic events that are expressly sponsored by Bemidji Pickleball and scheduled by the City as provided herein below.
2. **Commencement of License.** The effective date of this Agreement shall be as first written above, provided however that the commencement of the Licensee's rights under this License to use the Licensed Premises for the purposes stated herein shall not begin until the date the City Engineer has provided written certification of the completion of the Project.
3. **Use of Licensed Premises.**
 - a. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual, including following City and Parks and Recreation Department policies when activities or events or soliciting sponsorships to support Bemidji Pickleball's obligations hereunder for maintenance costs.
 - b. The Licensee may use the Licensed Premises for the purposes stated herein during a period of use as defined and designated in Paragraph 7 of this Agreement (the "period of use").
 - c. The Licensor is not responsible for any lost, stolen, or items left at the Licensed Premises by Licensee or anyone associated with Licensee's use of the Licensed Premises.
4. **License and Annual Maintenance Fees.**
 - a. In consideration of the Donation and the other terms and conditions of this Agreement, no license fee shall be required under this Agreement. No maintenance fees shall be required until such time as the Project is certified complete as provided herein above. The Licensee shall pay to the Licensor the annual maintenance fee provided in this Paragraph.
 - b. In addition to the Donation and during the License Term, the Licensee shall pay the Licensor an annual Licensed Premises maintenance fee in the amount of a Seven Thousand and No/100ths Dollars (\$7,000.00) (the "Maintenance Fee") for

the maintenance of the Licensed Premises. Within 30 days following date of certification of completion of the Project, the Licensee shall pay the Licensor the Maintenance Fee. ~~Thereafter,~~ The annual Maintenance Fee shall be due and payable on or before June 1 of each year, with the ~~first second annual~~ Maintenance Fee payment required to be paid the calendar year following the completion of the Project, with the anticipated due date for the first payment being on or before June 1, 2027.

- c. The Maintenance Fee shall be collected by the Licensor and deposited in a City controlled account to be exclusively used for future maintenance needs and capital improvements to the Pickleball Complex at Algoma Park and shall be utilized in the City's sole judgment and discretion to meet maintenance needs within the Licensed Premises.
 - d. In addition to the Donation and annual Maintenance Fee provided herein, the Licensee shall be responsible for all costs and expenses of every kind whatsoever associated with or in connection with Licensee's use, operation, and maintenance of the Licensed Premises during the License Term and any period of use, as well as all activities conducted thereon. Except as otherwise provided herein, Licensor shall have no responsibility of any kind for costs or expenses that are accrued or incurred based on Licensee's use of the Licensed Premises.
5. **City's Contribution to Maintenance and Future Capital Improvements.** The City will allocate approximately \$3,150 annually for maintenance and future capital improvements for the Pickleball Complex, which shall be held in a City account specifically designated for Algoma Park. Both the City and PBA maintenance contributions are based on a 30%-70% split for future maintenance needs of the Pickleball Complex, including but not limited to playing court resurfacing for the Pickleball Complex, which is anticipated to be needed approximately every 10 years. All future capital improvements and maintenance projects will be commenced and conducted by the City, at the City's sole judgment.
6. **License Term, Option to Renew and Termination.**
- a. This Agreement shall be in effect for four (4) terms of five (5) years, beginning on the effective date as is stated above, unless sooner terminated as provided in this Agreement, with the rights of use commencing as provided in Paragraph 2 of this Agreement (the "License Term"). Each succeeding term shall automatically renew at the end of each five-year term, unless either party provides written notice to the other that it wishes not to renew this Agreement. The written notice not to renew must be provided not less than ninety (90) days prior to expiration of a five-year term.
 - b. Notwithstanding the foregoing, this Agreement may also be terminated; 1) by mutual agreement of the parties at any time; 2)) by either party for good and sufficient reasons, including default, upon ninety (90) days' written notice to the

other party. For purposes of this Agreement, “good and sufficient reasons” do not include the mere convenience of either party, but instead include reasons of a material nature, including but not limited to, default, changed circumstances affecting the purpose of this Agreement, redevelopment of the property or its facilities, the lowest responsible bid or bids cumulatively received by the City for the Project exceed the Donation for the Project, or for reasons affecting the public interest or public health, safety or welfare.

- c. Within 90 days of termination of this Agreement for any reason, the Licensee shall, at the Licensee’s expense, restore the Licensed Premises to a condition sufficient for the intended uses of the Licensed Premises as directed by the Licensor at Licensee’s sole cost and expense, unless otherwise agreed in writing by the Licensor.

7. General City Scheduling and Licensee’s Period of Use.

- a. The License granted under this Agreement grants to Licensee reserved and priority use of a portion of the Licensed Premises, limited to 12 individual courts at the Pickleball Complex, during the following designated period of use from approximately May 1 through September 30 (the “season”) for recreational league and association play:
 - Tuesdays from 8:00am to 12:00pm and 5:00pm to 7:00pm
 - Thursdays from 8:00am to 12:00pm and 5:00pm to 7:00pm
 - Saturdays from 8:00am to 12:00pm
- b. At all times, even during a period of use above, a minimum of 25%of the total courts at the Pickleball Complex must remain open for use by members of the general public.
- c. During all time other than a period of use as stated above, exclusive control of the Licensed Premises remains with the Licensor, and the Licensee shall have no right to use the Licensed Premises, except as otherwise approved by the Licensor.
- d. At all times after the completion of Project and during the License Term, the Licensee shall have priority use of the Licensed Premises during a period of use except as otherwise provided in this Agreement.
- e. The Licensor shall, at all times, have the sole right to schedule activities that occur on the Licensed Premises, subject to the designated period of use provided herein above.
- f. **Special Events and Tournaments.** The Licensee may reserve courts for Bemidji Pickleball sponsored special events and tournaments outside of the scheduled

period of use with advanced notice and approval by the Parks and Recreation Department of the City. Bemidji Pickleball, as part of this Licensee Agreement, shall be allowed to schedule one tournament per year, with the tournament spanning a maximum of three consecutive days, at the Pickleball Complex without any additional license or rental fees being imposed by the City, however any additional events will be subject to standard City license and rental fees. Advance written notice of the event shall be provided to the City as soon as practicable. The Parks and Recreation Department shall have exclusive approval authority over such requests and such requests shall not have priority over any other uses.

- g. **Notice by Licensee of Schedule Changes.** Should Bemidji Pickleball desire or need to adjust the period of use provided herein, such request must be made and approved by the Parks and Recreation Department of the City. Such approved changes shall not constitute a violation of this Agreement, so long as the scheduling changes are provided in writing and agreed upon by the parties. If the proposed change is desired to be ongoing, as opposed to temporary, a written amendment altering Paragraph 7.a., if mutually agreed upon by the parties, must be approved and executed by the parties thereby amending this Agreement
- h. **Weather Related Cancellations.** The Licensee shall have the right to provide a notice of rescheduling and cancellation to the Licensor of any Bemidji Pickleball activity cancelled because of inclement weather, and the parties shall work together to mutually agree on rescheduling the same.

8. Donation by Bemidji Pickleball to Project Costs.

- a. The parties agree that Algoma Park in the City will be redeveloped for the purposes of constructing the Project by the Licensor subject to the requirements provided in this Agreement, including but not limited to, that such Project bidding and construction shall only occur following City receipt of the Donation of the necessary funds for the Project from Bemidji Pickleball to the City as provided in this Agreement.
- b. Bemidji Pickleball shall donate \$350,000 to the City on or before February 1, 2026 (the "Donation"). Such Donation shall be subject to formal acceptance of the donation by the Bemidji City Council, in accordance with State law.
- c. The City shall have no obligation to bid or construct the Project until the Donation has been received and accepted by the City.
- d. In the event the total Project costs of construction are less than the Donation amount, any remaining donated funds shall be deposited in the City's account designated for future maintenance and resurfacing as described herein above.
- e. Being a City managed and owned project, in the event that Project construction

costs exceed the amount of the Donation, the City, and not Bemidji Pickleball, shall be responsible for payment of such costs at the ultimate discretion of the City, and subject to such approvals of the City Council as may be necessary.

9. Project Description and City Decisions.

- a. The Licensor shall have sole authority to redevelop Algoma Park as is outlined in this Agreement. Licensor's authority shall include the right to make all decisions regarding contracting and hiring of consultants and contractors for the Project, including but not limited to, architects, designers, engineers and contractors, as well as other decisions related to the design and development, bidding processes, contracting and construction of the Project.
- b. The Licensor and Licensee have prepared the following general description and preliminary cost estimates for the Project and the same are summarized below:

The Project will include the construction of approximately 16 Pickleball Courts at Algoma Park, including perimeter fencing around the courts, and any necessary related accessory structures and infrastructure improvements based on the final Project design plans and specification approved by the City Council in its discretion. The preliminary estimated cost of the Redevelopment Project is \$350,000.00. The Licensee shall be responsible for donating \$350,000 to the City for the Project. The Licensor shall provide an in-kind contribution towards the demolition and removal of above ground infrastructure in the area designated for the Project, including removal of existing fencing, net posts and footings, existing basketball court and other asphalt. The City's in-kind contribution shall be in addition to the Donation and shall not reduce the Donation amount even in the event total Project costs are less than the Donation amount.

- c. The contractor or contractors who will perform the work of the Project for the City shall be selected by the City, in its sole judgment and discretion, and shall provide all labor and materials required all in strict accordance with those plans and specifications covering the same prepared by the City, in consultation with the Licensee, and approved by the City Council.
- d. In the event of any conflict or inconsistency between this Agreement and the City approved plans and specifications for the Project, the approved plans and specifications shall govern.
- e. Licensor shall publicly advertise for bids for all or a portion of the Project as required by law, and shall be the sole contracting entity responsible for the coordination, administration and completion of the Project in satisfaction of the City approved plans and specifications.

10. Preliminary Project Costs. All preliminary costs for the Redevelopment Project contemplated by this Agreement, including but not limited to architectural fees, design

costs, engineering fees, legal fees and costs related to bidding and contracting processes and preparation of plans and specifications shall be paid by the City, with the understanding that these costs may be reimbursed using the dollars donated by PBA at the sole discretion of the City.

11. **Project Costs.** Prior to the commencement of any work on the Project contemplated by this Agreement by the City, other than the preliminary Project design work provided above, the Licensee shall transfer the required Donation to a dedicated City fund for the purpose of funding all costs incurred or to be incurred by the City for the Project. The fund controlled by the City shall be separate from the City's general fund, and shall be used solely for the purpose of paying for the Project costs incurred by the City. Upon commencement of the Project following the bidding and award of a contract to construct the Project, the Licensor shall have the right to use the Donation funds to pay costs related to the Project as those costs are incurred by the Licensor.

12. **Public Premises and Ownership of Project Improvements.**

a. The Licensee expressly recognizes that the Licensed Premises are a public facility for the benefit and use of the general public. The underlying property is City owned and that all of Licensee's activities and use upon the Licensed Premises are being provided for the benefit of the general public and are subservient to the City's uses thereof.

b. At all times during the License Term, the Licensor shall own all Project improvements made to and fixtures added to or within the Licensed Premises, inclusive of all improvements made during the Project as well as subsequent to the Project. Upon termination of this License, the Licensor shall retain ownership of all improvements and fixtures within the Licensed Premises. During the term hereof and thereafter, all incidents of ownership in the Licensed Premises shall remain with Licensor exclusively. Licensee shall gain no property interest in the Licensed Premises or the real property upon which the Licensed Premises is located by virtue of this Agreement, the Project or otherwise.

13. **Future Capital Improvements.** The Licensee shall make no capital improvements or alterations to the Licensed Premises during the License Term, other than those expressly provided in this Agreement, without the express, written consent of the Licensor. For purposes of this Paragraph, capital improvements includes, but is not limited to a change or alteration of any physical structure within the Licensed Premises, the addition of a structure or fixture to the Licensed Premises, or a significant alteration to the Pickleball Complex courts.

14. **Operation, Maintenance and Other Conditions.** The Licensor's grant of a terminable license, in addition to the other terms contained herein, is subject to the following conditions to be met by the Licensee during the License Term:

a. Licensee shall report damage to the Licensed Premises or other issues requiring

repair to the City as soon as practicable.

- b. Licensee shall supervise and coordinate volunteer court cleaning and minor maintenance activities, including the installation and removal of wind screens, as necessary and when directed by Licensor. Licensee shall receive no compensation or reimbursement for performing any maintenance, repair, alteration or improvement of, to, under or upon the Licensed Premises or any other costs incurred by Licensee related to this Agreement of any kind or nature whatsoever during the term hereof or following termination hereof.
 - c. Licensee shall take all necessary precautions to protect and preserve any public utilities, public utility easements, facilities, fixtures, lighting, and equipment within the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this License.
 - d. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions and shall keep the Licensed Premises clean, and free of refuse following each period of use or any City approved events.
 - e. Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or to any utilities, fixtures, lighting, facilities or equipment located therein during each period of use or during any City approved events. In the event of such occurrence, Licensor may terminate this Agreement as provided herein, unless such waste, destruction, or damage is repaired to Licensor's satisfaction by Licensee, at Licensee's cost, within the 90 day notice period. In the event that Licensor incurs costs related to Licensee's use of the Licensed Premises, Licensee shall reimburse the Licensor for the same within 30 days of the date of invoicing from Licensor to Licensee.
15. **Signage.** Bemidji Pickleball is authorized to hang signs and banners during playing the season subject to the limitations stated herein. All Bemidji Pickleball signage and banners shall be temporary and removable and be removed from the Licensed Premises and properly stored in a location off the Licensed Premises, except during the season or a period of use or City approved event. During the License Term, Bemidji Pickleball may hang removable signs and banners within the Licensed Premises subject to the following conditions:
- a. All signs and banners must comply with City ordinances.
 - b. Sign and banner installation or removal shall be conducted by Licensor at Licensee's expense, unless otherwise authorized by Licensor.
 - c. Licensee is responsible for the repair and maintenance of all signs and associated costs. All signs shall be kept in good repair or as otherwise directed by the City Parks and Recreation Department.

- d. All signs and banners or modifications thereto shall be approved by the Licensor prior to use.
- e. The number, type, method of fixture, material, location, and size of signs and banners allowed within the Licensed Premises shall be approved by the City Parks and Recreation Department in its discretion.
- f. The content of any signs or banners must only contain information pertaining to specific Bemidji Pickleball activities, leagues and events and be limited to identification information for public participation in the same, e.g., name of event, sponsor, date and time of event, and contact information for the public to participate.
- g. No advertising or solicitation of donations is permitted on any signs or banners.
- h. At termination of this License, the Licensee shall remove all such sign installations and return the Licensed Premises to its prior status.
- i. The parties agree that Licensor, in permitting Licensee to install signs and banners on the Licensed Premises, is not creating a forum for public speech protected by the United States or Minnesota constitutions. Licensor hereby reserves the right to reject any banner, sign, or other media.

16. **City's Responsibilities for Licensed Premises.** The Licensor commits to undertaking the following activities, at City expense and with use of the maintenance fund provided herein, relative to the maintenance of the Licensed Premises:

- a. Regular inspection and repair of court surfaces, fencing, nets, and other structural elements.
- b. Trash removal and cleaning of common areas.
- c. Lawn care, landscaping, and general park maintenance around the courts.
- d. Provision of nets and portable toilets for general public use within the park as determined by the Parks and Recreation Department.

17. **Conditions of Licensed Premises "As Is" and Not Warranted.** The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable, nonexclusive license to use the Licensed Premises for the purposes stated herein, and does not confer any permanent property rights with respect to the Licensed Premises or the improvements to be constructed thereon upon Licensee.

18. **Licensor's Right of Entry.** Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Licensee therefore, the City reserves the following rights with respect to the Licensed Premises, in the City's sole judgment and discretion:
- a. The City, its employees and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, sweeping, repairing, altering, or improving the Licensed Premises without compensation to the Licensee.
 - b. The City may schedule, permit and license public or private events on the Licensed Premises in its discretion.
 - c. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.
 - d. The City may order the immediate cessation of any use that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public.
 - e. The City may order Licensee to correct any use or condition to comply with the scope of this Agreement or other applicable standards, conditions, policies, ordinances or laws.
19. **Indemnification.** Licensee shall indemnify, protect, save, hold harmless and insure Licensor, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, patrons, invitees, members, attendees, volunteers, or contractors, with respect to Licensee's use or operation within the Licensed Premises. Licensee shall defend Licensor against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to Licensor. Licensor, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Licensor. All indemnification obligations shall survive termination of this License.
20. **Waiver and Assumption of Risk.** Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith during its use thereof. Licensee hereby irrevocably waives any and

all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person affiliated with Licensee's use of the Licensed Premises and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related in any way to Licensee's use of the Licensed Premises, the improvements to be constructed therein, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.

21. **Insurance.** The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater, for purposes of insuring Licensee or any of Licensee's agents, employees, members, participants, guests, customers, patrons, volunteers, or invitees related to this Licensee's uses of the Licensed Premises and under this Agreement. The City shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City. Upon request, the Licensee shall deliver to the City certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required the term of this License, the City may immediately revoke this Agreement, and the Licensee shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
22. **Assignment or Transfer of License.** Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor
23. **Default.** Notwithstanding any other term of this Agreement, if the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within 60 days of notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.
24. **General Terms.**
 - a. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities

represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- c. **Mechanic's Liens.** The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.
- d. **Attorneys' Fees.** If any action at law or in equity shall be brought by Licensor on account of any breach of this Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
- e. **Recitals.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- f. **Notices.** The parties' representatives for notification for all purposes are:

Licensor:

City of Bemidji
Parks and Recreation Department
317 4th Street NW
Bemidji, MN 56601

Licensee:

Bemidji Pickleball
1131 Maple Ridge Ct. NW
Bemidji, MN 56601

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party

not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- g. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Licensor.
- h. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- i. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. **Force Majeure.** The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- k. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- l. **Compliance with Laws.** The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise or to the facilities, programs

and staff for which the Licensee is responsible.

- m. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Beltrami County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- n. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- o. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- p. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- q. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof superseding any prior agreements or understandings. All discussions and negotiations are deemed merged in this Agreement.
- r. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- s. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of the Licensee and Licensor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LICENSOR:

CITY OF BEMIDJI, MINNESOTA

By: _____ Date: _____
Jorge Prince, Mayor

By: _____ Date: _____
Rich Spiczka, City Manager

LICENSEE:

BEMIDJI PICKLEBALL

By: _____ Date: _____
_____, its _____

EXHIBIT A

Depiction of Licensed Premises

Commented [RK1]: As a reminder, we will need a map of the park depicting the pickleball complex that is being licensed to Bemidji Pickleball in this agreement.

PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: May 13, 2025
Action Requested: Discussion item only.
Prepared By: Marcia Larson, Parks and Recreation Director

Background:

There has been interest both in the public and on the commission (and the Strategic Plan) for a dog park in the north end of Bemidji. The current/only dog park in Bemidji is located in Nymore Park and is well utilized. Events at the park are well attended and enjoyed by the participants - both people and dogs. Dog Parks serve as an off-leash area for dogs to get exercise in a safe and social environment.

Absolutely! Here's a comprehensive version combining your original points with the expanded design standards and benefits of dog parks:

Design Standards and Benefits of Dog Parks

Dog parks are valuable community assets that provide safe, enjoyable spaces for dogs to exercise and socialize. A well-designed dog park requires thoughtful planning to ensure safety, accessibility, and environmental sustainability. Below are the key design standards and benefits to consider:

Site Requirements

- **Size:** A typical dog park should be approximately 2 acres, though the size can vary depending on site availability and expected use.
- **Location:** The site should be easily accessible, yet appropriately distanced from residential areas to reduce noise disturbances.
- **Surface Suitability:** The ground must support secure fencing and withstand wear from frequent use.

Environmental Considerations

- **Turf Quality:** Maintain clean, healthy turf free of debris and hazardous materials.
- **Drainage:** Ensure adequate drainage to prevent standing water and muddy conditions.
- **Maintenance Access:** The park must be easy to maintain, including routine garbage and waste removal.

Safety and Usability Features

- **Double-Gated Entry:** A dual-gate entry system (safety vestibule) helps prevent dogs from escaping.
- **Fencing:** Secure, durable fencing around the perimeter is essential.
- **Separated Areas:** Designate separate spaces for large and small dogs to improve safety and comfort.
- **Emergency Access:** Layout should allow emergency personnel to access the site if needed.

Amenities and Comfort

- **Water Access:** Provide dog-friendly water fountains or hydration stations.
- **Shade Structures:** Include natural or built shade options to protect dogs and owners from sun exposure.
- **Seating and Pathways:** Install benches and accessible walking paths to accommodate all users.
- **Lighting:** Adequate lighting enhances safety for evening use.

User Guidelines and Cleanliness

- **Waste Stations:** Supply waste bag dispensers and trash receptacles throughout the park.
- **Signage:** Clear signs should display rules, contact info, and safety instructions.

Unique and Engaging Features

- Consider adding agility equipment, play features, or natural elements like logs and boulders to create a stimulating environment for dogs.

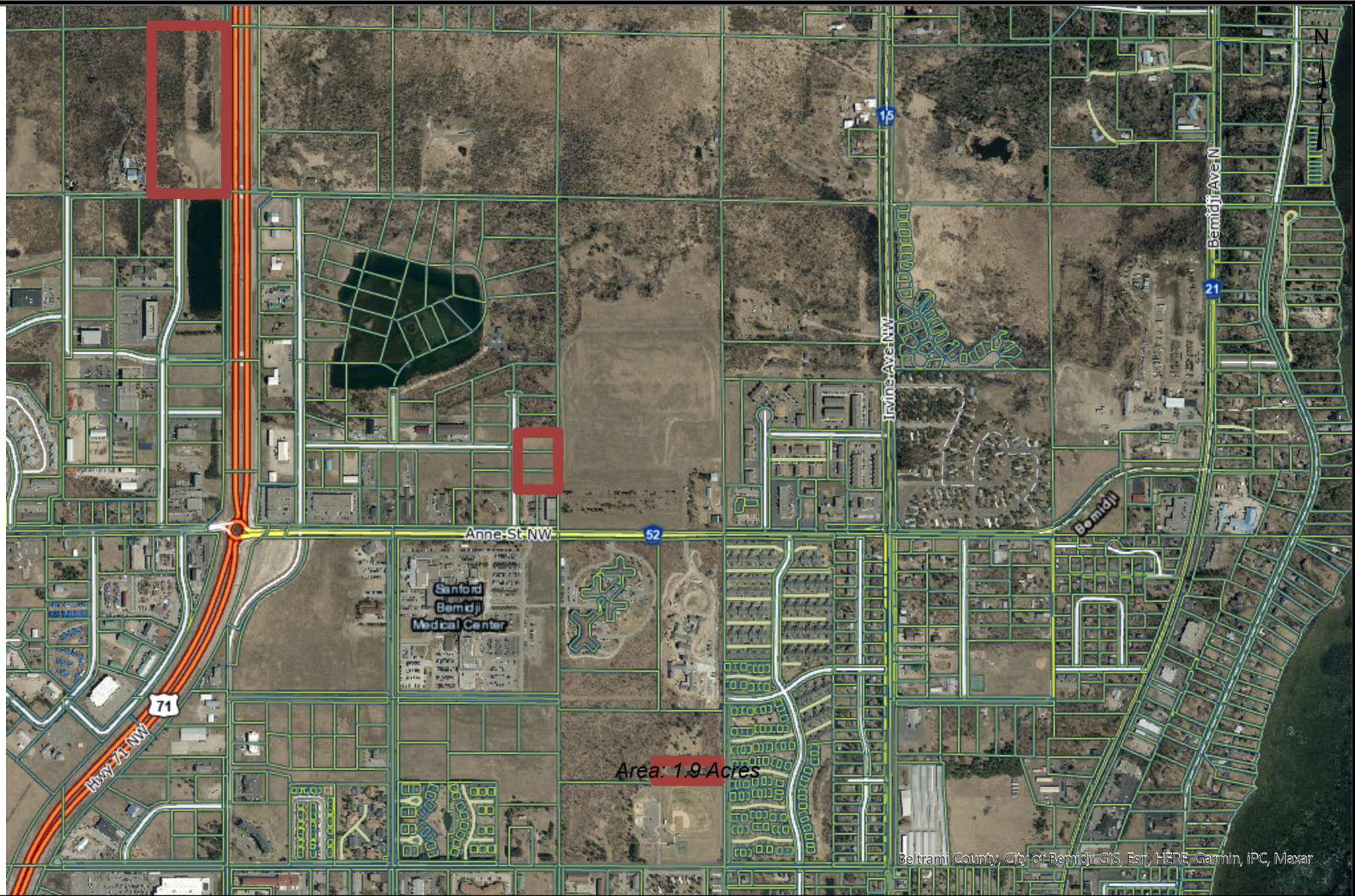
Example

Nymore Dog Park is a great example of these design standards.

Potential locations were discussed at a Development Team Meeting. I've attached a map of considerations for the start of the discussion. It can also be noted that there ins approximately \$23,000 of parkland dedication funds available. Use of those funds are limited to new park development (not maintenance) city wide or location specific features based on where the funding was derived.

- North of North Country Park - Sanford Property
- 71/Balsam -Private for sale
- Greenleaf - MPCA Property
- 71/Fern - City/County

Recommendation:



Beltrami County, City of Bemidji GIS, Esri, HERE, Garmin, iPC, Maxar

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.

<h2>Potential Sites</h2>	
1:18,056	Date: 5/9/2025
<small>This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.</small>	



PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: May 13, 2025
Action Requested: To review the proposed landscaping improvement request and determine interest in the project and level of funding.
Prepared By: Marcia Larson, Parks and Recreation Director

Background:

The Hashtag Bemidji Sign is located in Paul Bunyan Park between the plaza and 197. Visit Bemidji owns the sign and lighting and currently provides insurance for the hashtag sign. Visit Bemidji is requesting landscaping improvements that will better protect the lights and make maintenance in general easier. Visit Bemidji is also requesting cost sharing.

Staff have reviewed the estimate and landscaping/block improvements and agree this would be more visually appealing and safer for those in and around the hashtag sign as well as protect the lighting. Past practice is for the Park Department to contract and oversee any improvements (landscaping or otherwise) in the parks. In general, no other agency or organization is authorized to install or build any item in the park. Meaning, Parks would directly contract with 218 Landscaping and request reimbursement from Visit Bemidji. There is a benefit to the parks for the project so cost sharing for a percentage of the project is reasonable. I would recommend based on our budgetary needs and other projects/improvements, to fund up to \$1000.00, The Planning Department has reviewed the project to ensure it is compliant with the lighting standards and as long as the block provides the same shielding as the current design, the improvement would be in compliant.

Recommendation:

To review the proposed landscaping improvement request and determine interest in the project and level of funding.

218 Landscapes
 49888 Tallwood Trl
 Bemidji, MN 56601 US
 Info@218Landscapes.com

Estimate 1164



ADDRESS Josh Peterson Visit Bemidji 300 Bemidji Ave N Bemidji, MN 56601	DATE 04/11/2025	TOTAL \$2,785.00	
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DATE	ACTIVITY	AMOUNT
04/11/2025	Landscaping Provide and install retaining wall in "C" configuration to accommodate installation of LED lighting for "Bemidji" monument. Mulch or crushed granite fill between light wall and sidewalk. Price includes mounting of lights to block using threaded drop-in concrete anchors and stainless-steel screws.	2,785.00

TOTAL	\$2,785.00
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THANK YOU.

Accepted By

Accepted Date



PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: May 13, 2025

Action Requested:

Prepared By: Marcia Larson, Parks and Recreation Commission

Background:

The last month has been a flurry of activity in both Parks and Recreation!

Seasonal Staffing Update:

- Boat and Bike - 3 hired/6 needed;
- Bike Mechanic - 1 hired
- Camp Leader - 6 hired/ 7 Ideal; Assistant Camp Leader 3 hired/
- Park Maintenance - 7 hired/compete.

Total hired: 20 Seasonal Staff.

Spring/summer Prep!

- Docks (Diamond, Cameron, Irvine, SouthShore, Paul Bunyan) are installed! Fishing Piers in Diamond and Paul Bunyan Park are also installed!
- Restroom Facilities are open with the exception of South Shore (waiting for a repair part - should open Monday; and Jiigibiig - grinder pump repair)
- New garbage cans installed in Diamond Point; picnic tables were powerwashed - look great.
- Playground Inspections completed.
- Prepping/cleaning for Rentals of the buildings which start next week.
- Beaches were raked this week.

Paul and Babe!

Bradco Restoration was on site May 5th-May8th to conduct an internal inspection and complete the torso repairs on Paul. The process went well - Paul's arm, head and chest were repaired. The internal structure was reported as in good serviceable condition. The parks crew will paint Paul next week as recommended by Bradco - give time for the new materials on Paul to dry. Babe was also repaired/patched in a few areas. The original proposal was up to \$25,000 and included Structural Review/Repairs of \$10,000 and Torso Repairs of \$15,000.

Civic Rec - New Registration Software is up and Running!

New features - Bike and Watercraft Reservation System! We have had several bike rentals through the new on-line registration system and is working well. Point of Sale was implemented this week at the visitor center - although not seamless - it is up and running! Registration and Facility rental are working well and we have received positive comments on the ease of the process! The reporting and flexibility of the system internally has been great. I have included a few reports to show where we are for facility rentals, programs, and general revenue.

Memorial Benches - Diamond Point Park

We have installed two more Memorial Benches in Diamond Point - overlooking the beach. The benches replace existing benches. This is a great opportunity for bench replacement and honoring family.

Recommendation:

Run On 05/08/2025 04:23 PM

Run By Marcia Larson

GL Codes 101-00000-34790

Starts After 05/01/2025

Categories Preschool, Day Camps- Full Days, Day Camp- Half Days, Youth Programs, Adult Programs, Special Events

Activity Types Program/Class,Event,Camps & Afterschool

Activities Report

Activity	Session	Activity	Max Participants	Participants	Start Date	End Date
1. 5K Run/Walks	Light up the Lake 5K	5K Run/Walks	0	0	06/27/2025	06/27/2025
2. Beach Bash	July 12	Beach Bash	0	0	07/12/2025	07/12/2025
3. Camp Adventure Seekers	Week 1: June 16-20	Camp Adventure Seekers	12	5	06/16/2025	06/20/2025
4. Camp Adventure Seekers	Week 2: June 23-27	Camp Adventure Seekers	12	7	06/23/2025	06/27/2025
5. Camp Adventure Seekers	Week 3: July 7-11	Camp Adventure Seekers	12	11	07/07/2025	07/11/2025
6. Camp Adventure Seekers	Week 4: July 14-18	Camp Adventure Seekers	11	7	07/14/2025	07/18/2025
7. Camp Adventure Seekers	Week 5: July 21-25	Camp Adventure Seekers	12	7	07/21/2025	07/25/2025
8. Camp Adventure Seekers	Week 6: July 28- August 1	Camp Adventure Seekers	12	10	07/28/2025	08/01/2025
9. Camp Adventure Seekers	Week 7: August 4- 8	Camp Adventure Seekers	12	9	08/04/2025	08/08/2025
10. Celebrate Summer	Celebrate Summer	Celebrate Summer	20	15	08/18/2025	08/22/2025
11. Family Painting	June 12	Family Painting	10	0	06/12/2025	06/12/2025
12. Juice & Canvas	06/17/2025 - Beach Theme	Juice & Canvas	10	0	06/17/2025	06/17/2025
13. Juice & Canvas	07/10/2025- Firework Theme	Juice & Canvas	10	0	07/10/2025	07/10/2025
14. Kick off to Summer	Kick off to Summer	Kick off to Summer	20	15	06/09/2025	06/13/2025
15. Kids in Motion Day Camp	Week 1: June 16 - 20	Kids in Motion Day Camp	24	16	06/16/2025	06/20/2025
16. Kids in Motion Day Camp	Week 2: June 23-27	Kids in Motion Day Camp	24	22	06/23/2025	06/27/2025
17. Kids in Motion Day Camp	Week 3: July 7-11	Kids in Motion Day Camp	24	22	07/07/2025	07/11/2025
18. Kids in Motion Day Camp	Week 4: July 14-18	Kids in Motion Day Camp	24	18	07/14/2025	07/18/2025
19. Kids in Motion Day Camp	Week 5: July 21-25	Kids in Motion Day Camp	24	18	07/21/2025	07/25/2025
20. Kids in Motion Day Camp	Week 6: July 28- August 1	Kids in Motion Day Camp	24	19	07/28/2025	08/01/2025
21. Kids in Motion Day Camp	Week 7: August 4- 8	Kids in Motion Day Camp	24	23	08/04/2025	08/08/2025
22. Kids in Motion Day Camp	Week 8: August 11-15	Kids in Motion Day Camp	24	24	08/11/2025	08/15/2025
23. Little Sprouts	05/10- Nature Textures	Little Sprouts	10	1	05/10/2025	05/10/2025
24. Little Sprouts	06/14- Hiding in Plain Sight Camouflage	Little Sprouts	10	1	06/14/2025	06/14/2025
25. Little Sprouts	08/02- Insect Investigators	Little Sprouts	10	1	08/02/2025	08/02/2025

26.	Mindful Morning	June 18	Mindful Morning	15	0	06/19/2025	06/19/2025
27.	Nature Book Club	Summer Session	Nature Book Club	15	0	06/18/2025	06/18/2025
28.	Nature Explorers	June 23-28	Nature Explorers	10	0	06/23/2025	06/27/2025
29.	Nature Journaling	06/11/2025	Nature Journaling	12	0	06/11/2025	06/11/2025
30.	Nature Journaling	07/17/2025	Nature Journaling	12	0	07/17/2025	07/17/2025
31.	Open Swim	May 3	Open Swim	2	2	05/03/2025	05/03/2025
32.	Paddle to the Point	June 21	Paddle to the Point	8	0	06/21/2025	06/21/2025
33.	Preschool Storytimes	Nature Play & Storytime	Preschool Storytimes	0	5	06/09/2025	08/25/2025
34.	Preschool Yoga Club	May 14	Preschool Yoga Club	15	2	05/14/2025	05/14/2025
35.	Preschool Yoga Club	May 21	Preschool Yoga Club	15	2	05/21/2025	05/21/2025
36.	Seeds & Sunshine Garden Party	May 31	Seeds & Sunshine Garden Party	20	0	05/31/2025	05/31/2025
37.	Summer Theater Day Camp	June 9-June 20	Summer Theater Day Camp	81	49	06/09/2025	06/20/2025
38.	Virtual Youth Fishing Tournaments	Summer Tournament	Virtual Youth Fishing Tournaments	0	0	07/19/2025	07/27/2025
39.	Yoga at the Beach	01 Session 1: June 10, 17, 24	Yoga at the Beach	15	0	06/10/2025	06/24/2025
40.	Yoga at the Beach	02 Session 2: July 8, 15, 22	Yoga at the Beach	15	0	07/08/2025	07/22/2025
41.	Yoga at the Beach	03 Session 3: July 29, August 5, August 12	Yoga at the Beach	15	0	07/29/2025	08/12/2025
42.	Yoga at the Beach	Drop In Date: August 12	Yoga at the Beach	15	0	08/12/2025	08/12/2025
43.	Yoga at the Beach	Drop In Date: August 5	Yoga at the Beach	15	0	08/05/2025	08/05/2025
44.	Yoga at the Beach	Drop In Date: July 15	Yoga at the Beach	15	0	07/15/2025	07/15/2025
45.	Yoga at the Beach	Drop In Date: July 22	Yoga at the Beach	15	0	07/22/2025	07/22/2025
46.	Yoga at the Beach	Drop In Date: July 29	Yoga at the Beach	15	0	07/29/2025	07/29/2025
47.	Yoga at the Beach	Drop In Date: July 8	Yoga at the Beach	15	0	07/08/2025	07/08/2025
48.	Yoga at the Beach	Drop In Date: June 24	Yoga at the Beach	15	0	06/24/2025	06/24/2025
49.	Yoga at the Beach	Drop In Date: June 10	Yoga at the Beach	15	0	06/10/2025	06/10/2025
50.	Yoga at the Beach	Drop In Date: June 17	Yoga at the Beach	15	0	06/17/2025	06/17/2025
				760		311	
Totals for Activities Report							
				760		311	

Run On 05/08/2025 04:13 PM

Run By Marcia Larson

From 05/01/2025 12:00 AM

To 09/30/2025 11:59 PM

Facilities Multiple (9)

Reservation Type Customer Reservation, Internal Reservation

Facility Reservations by Facility

City Park City Park Warming House

Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1. 05/08/2025 10:00 AM - 10:00 PM	Johnson		\$253.46	\$622.58
2. 05/15/2025 10:00 AM - 10:00 PM	Calder-Carriere		\$253.46	\$553.46
3. 05/17/2025 10:00 AM - 10:00 PM	Mesarina		\$253.46	\$553.46
4. 05/23/2025 06:30 AM - 12:00 AM	VanKempen			
5. 05/24/2025 12:00 AM - 12:00 AM				
6. 05/25/2025 12:00 AM - 07:00 PM				
7. 05/31/2025 08:00 AM - 01:00 PM	Anderson			
8. 06/14/2025 10:00 AM - 10:00 PM	Merschman		\$253.46	\$553.46
9. 06/20/2025 09:00 AM - 09:00 PM	Recreation			
10. 06/21/2025 09:00 AM - 09:00 PM	Recreation			
11. 06/22/2025 09:00 AM - 09:00 PM	Recreation			
12. 07/01/2025 12:00 PM - 10:00 PM	Lemmer		\$253.46	\$553.46
13. 07/19/2025 10:00 AM - 10:00 PM	Daniels		\$253.46	\$622.58
14. 07/20/2025 10:00 AM - 10:00 PM	Daniels		\$253.46	\$322.58
15. 08/23/2025 08:00 AM - 10:00 PM				
			\$1,774.22	\$3,781.58

Diamond Point Park Diamond Point Building

Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1. 05/17/2025 10:00 AM - 10:00 PM	Spencer		\$253.46	\$253.46
2. 05/18/2025 10:00 AM - 10:00 PM	Kilde		\$253.46	\$553.46
3. 05/24/2025 09:00 AM - 10:00 PM	Stone		\$253.46	\$553.46
4. 05/25/2025 10:00 AM - 10:00 PM	Corradi		\$253.46	\$553.46
5. 05/26/2025 10:00 AM - 10:00 PM	Rustand		\$253.46	\$553.46
6. 05/31/2025 10:00 AM - 05:00 PM	Klovstad		\$253.46	\$553.46
7. 06/06/2025 11:00 AM - 06:00 PM	Lindee		\$253.46	\$553.46
8. 06/07/2025 10:00 AM - 10:00 PM	Bewley		\$253.46	\$553.46
9. 06/08/2025 12:00 PM - 05:00 PM	Malterud		\$253.46	\$553.46
10. 06/11/2025 10:00 AM - 10:00 PM	Petrie		\$253.46	\$622.58
11. 06/14/2025 10:00 AM - 10:00 PM	Mellen		\$253.46	\$553.46
12. 06/18/2025 12:00 PM - 08:00 PM	Brodina		\$253.46	\$553.46
13. 06/21/2025 10:00 AM - 10:00 PM	Walters		\$253.46	\$553.46
14. 06/22/2025 10:00 AM - 10:00 PM	Chernugal		\$253.46	\$553.46
15. 06/27/2025 10:00 AM - 10:00 PM	Yetter		\$253.46	\$622.58
16. 06/28/2025 10:00 AM - 06:00 PM	Pietruszewski		\$253.46	\$622.58
17. 06/29/2025 10:00 AM - 10:00 PM	Billings		\$253.46	\$553.46

18.	07/09/2025 11:00 AM - 08:00 PM	Hoover		\$253.46	\$553.46
19.	07/11/2025 10:00 AM - 11:00 AM	Sheets		\$253.46	\$553.46
20.	07/12/2025 10:00 AM - 10:00 PM	Lewis		\$253.46	\$553.46
21.	07/18/2025 10:00 AM - 10:00 PM	Daniels		\$253.46	\$622.58
22.	07/19/2025 10:00 AM - 10:00 PM	Bewley		\$253.46	\$553.46
23.	07/21/2025 10:00 AM - 10:00 PM	CHRISTLIEB		\$253.46	\$553.46
24.	07/23/2025 11:00 AM - 05:00 PM	Nolting		\$253.46	\$553.46
25.	07/24/2025 12:00 PM - 08:00 PM	Hogquist		\$253.46	\$622.58
26.	07/26/2025 10:00 AM - 10:00 PM	SCHULKE		\$253.46	\$622.58
27.	07/27/2025 10:00 AM - 07:00 PM	Sullivan		\$253.46	\$553.46
28.	08/02/2025 10:00 AM - 06:00 PM	Pietruszewski		\$253.46	\$553.46
29.	08/03/2025 10:00 AM - 10:00 PM	Spilles		\$253.46	\$622.58
30.	08/08/2025 10:00 AM - 10:00 PM	Anderson			
31.	08/09/2025 10:00 AM - 10:00 PM	Barsness		\$253.46	\$622.58
32.	08/10/2025 10:00 AM - 10:00 PM	Allen	Bemidji Area Community Band	\$253.46	\$553.46
33.	08/16/2025 10:00 AM - 10:00 PM	Barsness		\$253.46	\$622.58
34.	09/13/2025 10:00 AM - 10:00 PM	Recreation			
35.	09/20/2025 10:00 AM - 10:00 PM	Recreation			
				\$8,110.72	\$18,032.80

Diamond Point Park Jiigibiig (zhee-gi-beeg)

Rental Date/Time	Last Name	Organization	Base Price	Total Paid	
1. 05/17/2025 10:00 AM - 10:00 PM	Eckerly		\$253.46	\$553.46	
2. 05/24/2025 12:00 PM - 06:00 PM	Larson		\$253.46	\$253.46	
3. 05/25/2025 10:00 AM - 08:00 PM	Gable		\$253.46	\$553.46	
4. 05/31/2025 10:00 AM - 08:00 PM	Brumback		\$253.46	\$622.58	
5. 06/01/2025 10:00 AM - 10:00 PM	ross		\$253.46	\$553.46	
6. 06/28/2025 10:00 AM - 10:00 PM	Fielhaber		\$253.46	\$553.46	
7. 08/08/2025 10:00 AM - 10:00 PM	Anderson				
8. 08/09/2025 10:00 AM - 09:00 PM	Brennan		\$253.46	\$622.58	
9. 09/13/2025 10:00 AM - 10:00 PM	Recreation				
10. 09/20/2025 10:00 AM - 10:00 PM	Recreation				
				\$1,774.22	\$3,712.46

Diamond Point Park Sapphire Pavilion

Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1. 05/24/2025 10:00 AM - 10:00 PM	Geisser		\$124.42	\$324.42
2. 05/25/2025 10:00 AM - 10:00 PM	Langeness		\$124.42	\$393.55
3. 05/31/2025 11:00 AM - 10:00 PM	Arndt		\$124.42	\$393.55
4. 06/01/2025 10:00 AM - 10:00 PM	Osborn		\$124.42	\$324.42
5. 06/06/2025 10:00 AM - 10:00 PM	Bryan		\$124.42	\$324.42
6. 06/07/2025 09:00 AM - 09:00 PM	Balstad		\$124.42	\$324.42
7. 06/08/2025 09:00 AM - 10:00 PM	Smith		\$124.42	\$393.55
8. 06/12/2025 03:00 PM - 10:00 PM	Coe			
9. 06/14/2025 12:00 PM - 10:00 PM	Sauve			
10. 06/15/2025 09:00 AM - 10:00 PM	Papke-Larson		\$124.42	\$324.42
11. 06/21/2025 10:00 AM - 10:00 PM	Tibbetts		\$124.42	\$324.42

12.	07/12/2025 10:00 AM - 10:00 PM	Buck	\$124.42	\$393.55
13.	07/13/2025 09:00 AM - 10:00 PM	Coons	\$124.42	\$324.42
14.	07/17/2025 01:00 PM - 10:00 PM	Hafeman	\$124.42	\$124.42
15.	07/19/2025 10:00 AM - 10:00 PM	Buck	\$124.42	\$393.55
16.	07/20/2025 10:00 AM - 11:00 AM	Church	\$124.42	\$324.42
17.	07/26/2025 09:00 AM - 10:00 PM	Erle	\$124.42	\$324.42
18.	08/02/2025 09:00 AM - 10:00 PM	Fode	\$124.42	\$393.55
19.	08/03/2025 10:00 AM - 05:00 PM	Long	\$124.42	\$324.42
20.	08/08/2025 10:00 AM - 10:00 PM	Anderson		
21.	08/09/2025 10:00 AM - 10:00 PM	Brown	\$124.42	\$324.42
22.	08/21/2025 10:00 AM - 10:00 PM	Ulve	\$124.42	\$393.55
23.	09/13/2025 10:00 AM - 10:00 PM	Recreation		
24.	09/20/2025 10:00 AM - 10:00 PM	Recreation		
			\$2,363.98	\$6,447.89

Historic Carnegie Library Beatrice Mills Room

	Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1.	05/13/2025 04:00 PM - 06:00 PM	Recreation			
2.	05/21/2025 01:00 PM - 02:00 PM	Recreation			
3.	06/10/2025 04:00 PM - 06:00 PM	Recreation			
4.	07/08/2025 04:00 PM - 06:00 PM	Recreation			
5.	08/12/2025 04:00 PM - 06:00 PM	Recreation			
6.	09/16/2025 04:00 PM - 06:00 PM	Recreation			
			\$0.00	\$0.00	

Historic Carnegie Library Lakeview Room

	Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1.	05/07/2025 05:00 PM - 07:15 PM	Recreation			
2.	05/08/2025 03:30 PM - 07:30 PM	Neumann		\$200.00	\$450.00
3.	05/14/2025 05:00 PM - 07:15 PM	Recreation			
4.	05/31/2025 08:00 AM - 12:00 PM				
5.	06/07/2025 09:00 AM - 01:00 PM	Kapaun		\$200.00	\$450.00
6.	06/28/2025 10:00 AM - 02:00 PM	Tower		\$200.00	\$450.00
			\$600.00	\$1,350.00	

Nymore Park Warming House

	Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1.	05/25/2025 09:00 AM - 10:00 PM	Strand		\$46.08	\$146.08
			\$46.08	\$146.08	

South Shore Park Old Mill Building

	Rental Date/Time	Last Name	Organization	Base Price	Total Paid
1.	05/24/2025 10:00 AM - 10:00 PM	George		\$230.41	\$530.41
2.	05/25/2025 10:00 AM - 10:00 PM	Mischke		\$230.41	\$530.41
3.	05/31/2025 10:00 AM - 10:00 PM	Salscheider		\$230.41	\$530.41
4.	06/07/2025 10:00 AM - 10:00 PM	Vernlund		\$230.41	\$530.41
5.	06/08/2025 10:00 AM - 01:00 PM	Kovar		\$230.41	\$230.41
6.	06/14/2025 10:00 AM - 10:00 PM	Muckala		\$230.41	\$530.41

7.	06/19/2025 10:00 AM - 10:00 PM	Anderson		
8.	06/20/2025 10:00 AM - 10:00 PM	Anderson		
9.	06/21/2025 10:00 AM - 10:00 PM	Anderson		
10.	06/22/2025 10:00 AM - 10:00 PM	Anderson		
11.	06/23/2025 10:00 AM - 10:00 PM	Anderson		
12.	06/24/2025 10:00 AM - 10:00 PM	Anderson		
13.	06/27/2025 07:00 PM - 11:00 PM	Recreation		
14.	06/28/2025 10:00 AM - 10:00 PM	Faecke	\$230.41	\$530.41
15.	07/12/2025 10:00 AM - 12:00 PM			
16.	07/19/2025 10:00 AM - 10:00 PM	Olson	\$230.41	\$530.41
			\$1,843.28	\$3,943.28
Totals for Facility Reservations by Facility				
			\$16,512.50	\$37,414.09

Run On 05/08/2025 04:29 PM

Run By Marcia Larson

From 04/01/2025 12:00 AM

To 05/08/2025 11:59 PM

Payment Types Cash, Check, Credit/Debit

Item Types Activity/Program, Facility Rental, POS Item

Transaction Types Registration/Payment, Payment

GL Types Revenue

General Ledger Summary

GL Type	GL Code/Desc	GL Debit	GL Credit	GL Net
1. Revenue	101-00000-34790: Registration Fees	\$0.0000	\$30,119.0400	(\$30,119.0400)
2. Revenue	101-00000-34791: Registration Fees- Non Tax	\$0.0000	\$695.0000	(\$695.0000)
3. Revenue	101-00000-36222: Park Rental Fees	\$0.0000	\$2,373.2700	(\$2,373.2700)
4. Revenue	101-00000-36227: TIC MERCH TAXABLE	\$0.0000	\$106.9000	(\$106.9000)
5. Revenue	101-00000-36231: Concessions Taxable	\$0.0000	\$3.6900	(\$3.6900)
6. Revenue	101-00000-36232: TIC MERCH NONTAX	\$0.0000	\$60.0000	(\$60.0000)
7. Revenue	400: Revenue Account	\$0.0000	\$17.0000	(\$17.0000)
Totals for General Ledger Summary		\$0.00	\$33,374.90	(\$33,374.90)