

PARK BOARD AGENDA

Brainerd, Minnesota
June 22, 2021, 4:00 PM
City Hall Council Chambers

1. **Call To Order - 4:00 PM**

2. **Roll Call**

___ T. Boeder ___ T. Rushmeyer ___ K. Schaefer ___ K. Yeager

3. **Pledge Of Allegiance**

4. **Approval Of Agenda**

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.

A. **Approval Of Minutes**

Approval of the Minutes of the Regular Meeting held on May 25, 2021.

Documents:

052521 draft Park Board minutes.pdf

B. **Approval Of The Disbursements**

Month of June 2021

Documents:

062221 June Disbursements.pdf

C. **Financial Reports**

May Financials

Documents:

2021 May Financials.pdf

D. **Approval Of New Hires**

June 2021 New Hires

Documents:

JUNE 2021 New Hires.pdf

- E. **Wage Increase MEMO**
Wage increase MEMO

Documents:

June wage increases.pdf

6. **Unfinished Business**

- A. **Review And Discussion Of Buster Dog Park Shelter Material Costs**

Documents:

Buster Park Shelter.pdf

- B. **Review Of Memorial Park Construction And Approve Change Order
2**

Documents:

Memorial Park Update.pdf

- C. **Approve Tobacco Policy Update**

Documents:

Tobacco Free Policy Update.pdf

- D. **Review Interim Public Works Department And Next Steps**

Documents:

Public Works Department.pdf

7. **New Business**

- A. **Approve SPRA Grant Application Submission For Lum Park Road**

Documents:

State Park Road Account Grant Proposal.pdf

- B. **Discussion Of Heat Cancellation Policy**

Documents:

Heat Cancellation Policy Request.pdf

8. **Public Forum**

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

9. **City Administrator Report**
10. **City Engineer And Recreation Coordinator Report**
June Department Reports

Documents:

Recreation and Maintenance Report 2021-06-22.pdf

11. **Adjourn**
12. **Presentations**

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"

Pursuant to due call and notice thereof, the regular meeting of the Brainerd Park Board was called to order at 4:00 P.M. by Board President Yeager.

Present were President Kevin Yeager, Tim Boeder, Troy Rushmeyer and Kara Schaefer.

Also noted present were Mayor Badeaux, City Engineer Sandy, Recreation Coordinator Kaufman, Chris Sonmor from WSB and Kalsey Stults from Crow Wing Energized.

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

Approval of the Agenda - Approved

NEW BUSINESS ITEM 8A – MEMORIAL PARK UPDATE; OTHER NEW BUSINESS MOVED DOWN. NEW ITEM 11A – BOARD REPORTS AND COMMENTS. MOVED AND SECONDED BY MEMBERS SCHAEFER AND RUSHMEYER, DULY CARRIED, TO APPROVE THE AMENDED AGENDA.

Approval of the Consent Calendar - Approved

MOVED AND SECONDED BY MEMBERS BOEDER AND RUSHMEYER, DULY CARRIED, TO APPROVE THE CONSENT CALENDAR.

- A. Approval of The Minutes of the Regular Meeting held on April 27, 2021**
- B. Approval of the Disbursements for May 2021**
- C. Approval of April 2021 Financials**
- D. Approval of New Hires for May 2021**
- E. Roberts MEMO**

Presentations

Crow Wing Energized Tobacco Free Parks Presentation – Direction Given

The Chair recognized Kalsey Stults, 11859 Joshua Tree Drive, Baxter, who presented information on cities and counties in Minnesota that have tobacco free parks. Brainerd's current policy is no smoking within 100 feet of any youth activities. Crow Wing Energized is looking to potentially expand the policy to no tobacco use in any parks, including e-cigarettes. Ms. Kaufman said when CLC students cleaned the parks they reported a lot of cigarette butts in the playground areas. Ms. Stults stated that Minnesota park directors say if there is signage and a policy most people don't have compliance issues. Tobacco free parks are beneficial for role modeling for youth and cuts down on litter and second-hand smoke. Signage may be available free of charge from the Association for Non-Smokers in Minnesota. Policy versus ordinance was discussed. Following discussion, the Board directed staff to do some research and work on a sample policy

that would expand the current policy to include playgrounds, fields, and possibly permanent structures. Cigarette butt receptacles could be placed strategically throughout the park system.

Unfinished Business

Request to Approve Dog Park Pavilion Design - Approved

Mr. Sandy reported that a steel roof is shown on the plans drawn by Mr. Yeager, but this may have to be changed to shingles to stay under the budget. Mr. Rushmeyer would like to know what the cost difference would be. Staff is looking for a motion to approve the design.

MOVED AND SECONDED BY MEMBERS RUSHMEYER AND BOEDER, DULY CARRIED, TO APPROVE THE DOG PARK PAVILION DESIGN AND TO MOVE FORWARD WITH PROCURING MATERIALS AFTER CHECKING ON THE ADDITIONAL COST OF METAL VERSUS SHINGLED ROOF.

Memorial Park Update - Informational

Mr. Sandy and Mr. Sonmor provided an overview on the work that has been done to date at the Memorial Park Redevelopment Project site. The change order that was approved at the last meeting to add alternate 1 onto the project which is the construction of the small rink without the boards or lights will be Change Order No. 1 in the amount of \$77,791. Pay Voucher No. 1 for the project in the amount of \$79,443.45 was included in the May disbursements approved tonight. The contractor discovered that the watermain it planned to connect to was only a 3-inch diameter main, so the decision was made to connect to the existing 6-inch watermain system closer to Q Street that will allow them to connect a 4-inch service line as originally planned. Initial estimates from Anderson Brothers Construction are approximately \$16,000 to make the water service connection at the new location and to account for the additional footage and dewatering costs. This Change Order will be presented at the June meeting.

New Business

Request by a Property Owner to Place Lending Book Library near Buffalo Hills Trail – Approved

A property owner is requesting permission to place a lending library near the Buffalo Hills Trail, with the understanding that it is their asset and if it needs repair or replacing it is their responsibility.

MOVED AND SECONDED BY MEMBERS RUSHMEYER AND SCHAEFER, DULY CARRIED, TO ALLOW PLACEMENT OF A LENDING LIBRARY NEAR THE BUFFALO HILLS TRAIL, WITH THE STIPULATION THAT IT BE CONSTRUCTED ACCORDING TO THE NEW DESIGN STANDARDS COLORS.

Request to Approve Replacement of Memorial Park Field Sideline Fences and Select Backstops – Approved

Park Board evaluations and community survey comments were received about the poor condition of the sideline fences between Fields 1 and 2, the lower section of the backstops and backstop wings on Fields 2 and 3. Mr. Sandy reported these are some of the oldest fences. Two quotes were received and staff recommends authorizing the quote from Elite Fence & Deck in the

May 25, 2021

amount of \$8,295 and to use Park Dedication Funds that are designated for Memorial Park improvements. Mr. Sandy was directed to ask about adding a bottom bar to tie the new fencing to.

MOVED AND SECONDED BY MEMBERS SCHAEFER AND BOEDER, DULY CARRIED, TO APPROVE THE ELITE FENCE & DECK QUOTE AS PRESENTED.

Request to Approve Triangle Park Playground Design - Approved

Mr. Sandy presented two design options for new playground equipment for Triangle Park. Both designs include the edging and ground material and are at the \$30,000 budget. Staff is seeking feedback and approval of one of the designs. Mr. Rushmeyer noted the equipment is wheelchair accessible.

MOVED AND SECONDED BY MEMBERS BOEDER AND SCHAEFER, DULY CARRIED, TO APPROVE THE TRIANGLE PARK PLAYGROUND OPTION 2 AS PRESENTED.

Request to Name Jaycees Bronco Field "Jonesy" Field – Direction Given

Mr. Rushmeyer had a community member inquire about naming a field after Dave Jones, who has been an umpire for Brainerd Parks and Recreation for approximately 35 years. "Jonesy" was extremely dedicated to the youth baseball league players and Mr. Rushmeyer thinks this is a fitting tribute to his many years of service to the community. Board members agreed to name the Jaycees Bronco Field "Jonesy" Field. A field-naming event will be planned once the sign is received, hopefully during the summer baseball season.

Public Forum

The Chair opened the public forum at 5:11 p.m.

No one came forward.

The Chair closed the public forum at 5:11 p.m.

City Engineer and Recreation Coordinator Report

In addition to her written report Ms. Kaufman shared that the YMCA would not be using Gustafson Park as originally planned for the t-ball programs and will run all its programs at Jaycees Park. She said the Park Board may want to think about its vision for future use of Gustafson Park. The Fishing Clinic went well with 50 participants and about 100 parents and volunteers. There were great learning stations and many fish caught.

Mr. Sandy added some comments to his written report. Mr. Yeager mentioned upcoming budget planning. Mayor Badeaux advised that the Personnel and Finance Committee has indicated it will be tightening its belt again this year, and to be mindful during budget planning of things that can be pushed back or moved.

Board Reports and Comments

Mr. Rushmeyer commented favorably on Rotary Riverside Park and Buffalo Hills Trail. He reported on a meeting he attended about the field usage fees the School District implemented this year and what might happen going forward with field usage fees among the different entities

May 25, 2021

using the fields. He will keep the Board updated. He gave some upcoming tournament information.

Mr. Yeager reported he and Mr. Sandy have been working on the budget. He echoed Ms. Kaufman and asked board members to think about future direction for Gustafson Park. Ms. Kaufman liked the idea of a sign at Gustafson Park with a QRC feedback code for community members, which is something that WSN mentioned at the Design Standards workshop. Mr. Yeager asked for board members to come back with ideas and dreams for park areas that are not being used.

Mr. Badeaux said there are five Brainerd-Baxter Pony League teams, and six teams from area towns in the league. He commented on potential Mills Field usage by local amateur teams.

Mr. Boeder asked about filling the vacancy on the Board. Mr. Badeaux responded this is in progress with one application received.

Adjourn

MOVED AND SECONDED AT 5:43 P.M. BY SCHAEFER AND RUSHMEYER, DULY CARRIED, TO ADJOURN THE MEETING TO THE JUNE 8 DESIGN STANDARD WORKSHOP MEETING AT 4:00 P.M. AT CITY HALL COUNCIL CHAMBERS.

Kim Finch
Administrative Specialist

PUBLIC WORKS-PARKS

Accounts Payable June 22, 2021

VENDOR	INVOICE DATE	INVOICE NUMBER	DESCRIPTION	GL ACCOUNT NUMBER(S)	CHECK NUMBER	AMOUNT	SALES USE TAX
A T & T Mobility	05/25/21	X06032021/PARKS	PPD Parks department cell phone	230-5200-43321		36.81	
Ace Hardware	05/19/21	297022	PPD PVC pipe-MMP	230-5200-42220		5.39	
Ace Hardware	05/28/21	297240	Brass nozzle,o-rings	230-5200-42220		10.41	
Ace Hardware	05/27/21	297217	PPD Tarp for flower beds	230-5200-42220		16.19	
Ace Hardware	06/01/21	297319	Keys-BHP concessions	230-5200-42220		29.90	
Ace Hardware	06/04/21	297423	Drill bit,filler glue,fasteners-LMP	230-5200-42220		20.66	
Ace Hardware	06/08/21	297521	Spraypaint,PVC,ball valve,hose,clamp-misc shop	230-5200-42220		48.67	
Ace Hardware	06/10/21	297596	Plungers	230-5200-42220		35.96	
Advance Auto Parts	06/01/21	6574115229392	Solenoid-garbage truck	230-5200-42220		28.26	
Amazon	05/06/21	114-2798439-9966011	PPD Water bottle filling station	230-5200-42220		1,749.00	
Amazon	05/10/21	114-9188087-1560212	PPD Campground payment drop box	230-5280-42220		129.99	8.94
Amazon	05/17/21	113-9989175-7549019	PPD Herbicide-parks	230-5200-42220		233.14	
Amazon	05/20/21	111-1487201-0409047	PPD Backstops for T-Ball-JCP	230-5200-43300		539.97	
American Steel Inc	06/01/21	104587	Repair concession and warming house doors-JCP	230-5200-42220		115.00	
Anderson Brothers Construction	05/31/21	27455	Paving of basketball court-GGP	400-9050-45530		8,090.51	
Bjerga's Feed Stores	05/25/21	1301067	PPD Fertilizer and weed killer	230-5200-42220		201.53	
Brainerd General Rental	05/08/21	138907	Boom lift rental-Mills Field maintenance	230-5200-42221		210.00	
Brainerd Parks and Recreation	06/10/21	6102101	PPD Change fund for tournament concessions	230-0000-10300		200.00	
Brainerd Public Utilities	05/27/21	MAY 2021/PARKS	PPD 4/12/21-5/24/21 Utilities	230-5200-43381		7,236.95	
Brainerd Public Utilities	05/27/21	MAY 2021/PARKS	PPD 4/12/21-5/24/21 Campground utilities	230-5280-43380		223.18	
Brick, Michael	06/10/21	2000802	Refund campground fees	230-5280-34710		239.98	
Brick, Michael	06/10/21	2000802	Refund campground fees	101-0000-20810		36.22	
Brick, Michael	06/10/21	2000802	Refund campground fees	101-0000-31410		13.80	
BSN Sports	06/02/21	912860153	L screen-youth softball fields	230-5200-43300		265.99	
BSN Sports	06/02/21	912860153	First base screen-adult softball	230-5215-42210		298.99	
CenterPoint Energy	05/18/21	5933799-8/PARKS	PPD Natural gas service 4/15/21-5/14/21	230-5200-43380		99.71	
Costco-US Bank VISA 5004	05/10/21	2472	PPD Concessions-condiments,chips,fruit snacks	230-5204-42210		46.25	
Costco-US Bank VISA 5004	05/19/21	8270	PPD Concessions-chips,fruit snacks,foil sheets	230-5204-42210		124.89	
Costco-US Bank VISA 5004	05/19/21	8270	PPD AA batteries-scoreboard controllers	230-5215-42210		13.99	
Costco-US Bank VISA 5004	05/20/21	3931	PPD Concessions-chips,water,condiments,ice	230-5204-42210		32.43	
Costco-US Bank VISA 5004	05/20/21	3931	PPD Special Events-Fishing Clinic-chips	230-5211-42210		41.97	
Country Hearth-US Bank VISA 5004	05/17/21	63682	PPD Concessions-buns-17 pkgs/8	230-5204-42210		13.71	
CTC	06/12/21	20906303/PARKS	PPD 6/12/21-7/11/21 Parks phone/internet	230-5200-43321		49.73	
CTC	06/12/21	20909618	Camp host TV,campground internet 6/12/21-7/11/21	230-5280-43321		117.20	8.06
Cub Foods Brainerd	05/26/21	175	Concessions-cheese slices	230-5204-42210		19.98	
Cub Foods Brainerd	06/02/21	388	Concessions-onions	230-5204-42210		2.99	
Cub Foods Brainerd	06/10/21	312	Concessions-Au jus,onions,cheese slices	230-5204-42210		55.92	
CWC Sheriff-US Bank VISA 9106	05/04/21	ALR20210504030010	PPD 2021 Alarm registration-LMP	230-5200-43433		10.00	

VENDOR	INVOICE DATE	INVOICE NUMBER	DESCRIPTION	GL ACCOUNT NUMBER(S)	CHECK NUMBER	AMOUNT	SALES USE TAX
D & D Beverage Brainerd	05/27/21	1403959	Custodial supplies-bowl cleaner,mophead/handle	230-5200-42210		138.35	
D & D Beverage Brainerd	06/14/21	1412838	Bowl cleaner,soap dispensers,pine sol,tp,hand towels	230-5200-42210		308.25	
Dollar Tree-US Bank VISA 5004	05/19/21	51921	PPD Concessions-spray bottles,dishclothes	230-5204-42210		5.00	0.34
Electrical Options LLC	06/01/21	477	Blower motor-LMP restrooms	230-5200-42220		185.06	
Enterprise FM Trust	06/03/21	FBN 4226161/PARKS	PPD June 2021 vehicle leases	230-5200-43331		2,433.36	
Menards Baxter	05/19/21	54529	Gloves, concrete mix	230-5200-42220		100.69	
Menards Baxter	06/03/21	55406	Liquid pool shock, 6" LED disc lights-GGP	230-5200-42220		51.95	
Midwest Machinery Co	05/26/21	2403550	Bagging system JD X-750,mower blades	230-5200-42220		1,697.41	
Midwest Machinery Co	06/02/21	2409097	Bagging system JD X-750	230-5200-42220		33.70	
Midwest Machinery Co	06/08/21	2414015	Skid steer battery	230-5200-42220		154.30	
Minnesota T's	05/28/21	S42340	Employee work shirts	230-5200-42210		370.48	
M-R Sign Co Inc	05/27/21	212317	Lum Park parking signage	230-5200-42220		98.85	
Sears Hometown-US Bank VISA 9106	05/11/21	9568	PPD Two Kenmore refrigerator/freezers-MMP	400-9050-45530		1,479.86	
Shawn Fletcher Trucking Inc	05/20/21	30387/PARKS	PPD Mulch-parks	230-5200-42220		1,500.00	
Shawn Fletcher Trucking Inc	05/21/21	30408/PARKS	PPD Mulch-parks	230-5200-42220		750.00	
Stout Hydroseeding & Fertilizing	05/26/21	2168	PPD Weed control College Drive and dog park	230-5200-42220		1,200.00	
Stout Hydroseeding & Fertilizing	05/26/21	2169	PPD Weed control Gregory and Triangle Parks	230-5200-42220		1,432.00	
Sullivan Candy & Supply	05/21/21	353074	PPD Concessions-nacho chips,candy	230-5204-42210		50.10	
Sullivan Candy & Supply	06/04/21	355044	Concessions-cotton candy, candy	230-5204-42210		171.00	
Upper Lakes Foods	05/21/21	823858-00	PPD Concessions-cheese sauce/cups/lids,meats,pretzels,gloves,pickles	230-5204-42210		1,530.77	
Upper Lakes Foods	06/08/21	833352-00	Concessions-cheese sauce,gloves,pickles,meats	230-5204-42210		1,074.36	
Upper Lakes Foods	06/09/21	834441-00	Concessions-Cheese sauce	230-5204-42210		136.32	
Verizon Wireless	05/23/21	9860422074/PARKS	PPD Parks phones 04/24/21-05/23/21	230-5200-43321		46.51	
Viking Coca-Cola	05/19/21	1007685	PPD Concessions-MMP beverages	230-5204-42210		153.25	
Viking Coca-Cola	05/21/21	1008735	PPD Concessions-BHP beverages	230-5204-42210		79.75	
Viking Coca-Cola	05/21/21	1008736	PPD Concessions-MMP beverages	230-5204-42210		359.50	
Viking Coca-Cola	06/02/21	1015585	Concessions-MMP beverages	230-5204-42210		37.25	
Viking Coca-Cola	06/09/21	1037853	Concessions-MMP beverages	230-5204-42210		138.25	
Viking Coca-Cola	06/09/21	1037854	Concessions-JCP beverages	230-5204-42210		1,385.25	
Viking Coca-Cola	06/09/21	1037856	Concessions-BAP beverages	230-5204-42210		1,101.25	
Waste Partners Inc	05/31/21	15X01912	May trash removal	230-5200-43380		778.05	
Watson Company	05/25/21	116132	PPD Concessions-candy,hot beverages,frozen treats	230-5204-42210		508.36	
Watson Company	05/25/21	116117	PPD Concessions-frozen treats	230-5204-42210		226.02	
Watson Company	06/08/21	116556	Concessions-candy, frozen treats	230-5204-42210		817.21	
Wex Bank	05/31/21	72000605/PARKS	PPD May 2021 motor fuel	230-5200-42212		1,668.77	
Widseth Smith Nolting & Assoc Inc	05/26/21	211215	Prof svcs through May 14, 2021-Parks Design Standards	230-5200-43300		2,000.00	
Sales Use Tax 17.34						44,846.50	17.34
TOTAL EXPENDITURES TO BE APPROVED:							
Less PREPAIDS:						(24,428.08)	
TOTAL THIS REPORT:						20,418.42	

Paul Sandy, City Engineer/Interim Public Works Director

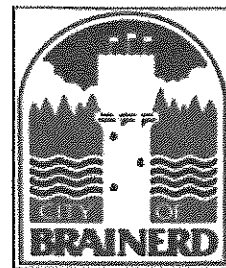


As of May 31, 2021

	Park Maintenance		Pond Hockey		Outdoor Rinks		Concessions	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
<i>Total Taxes and Penalties</i>	35,000	981	-	-	-	-	-	-
<i>Total Rev fr Other Gov'ts</i>	-	-	-	-	-	-	-	-
<i>Charges for Services - User Fees</i>	12,200	4,305	2,000	(308)	-	-	40,000	1,737
<i>Other Revenue</i>								
Interest Income	-	-	-	-	-	-	-	-
Public Utility Electric Sales	69,000	13,324	-	-	-	-	-	-
Contributions & Donations	-	2,320	-	-	-	-	-	-
Misc. Program Revenue	1,000	-	-	-	-	-	-	-
Misc. Revenue	1,000	180	-	-	-	-	-	-
<i>Total Charges for Services</i>	71,000	15,824	-	-	-	-	-	-
TOTAL REVENUES	118,200	21,110	2,000	(308)	-	-	40,000	1,737
<i>Total Personal Services</i>	732,813	321,557	323	-	9,689	4,830	11,303	582
<i>Supplies</i>								
Office and Operating Supplies	5,750	880	500	105	200	90	27,500	5,382
Motor Fuels	13,000	2,710	-	-	-	-	-	-
Repairs & Maintenance	70,000	7,993	100	-	-	-	1,000	-
Repairs & Maintenance - Athletic Field	4,500	3,562	-	-	-	-	-	-
Small Tools	800	609	-	-	-	-	-	-
<i>Total Supplies</i>	94,050	15,754	600	105	200	90	28,500	5,382
<i>Services</i>								
Professional Services	11,000	3,125	-	-	-	-	-	-
Computer Technical Support	4,000	60	-	-	-	-	-	-
Telephone	1,440	738	-	-	-	-	-	-
Postage	800	(267)	-	-	-	-	-	-
Professional Development	2,000	-	-	-	-	-	-	-
Lease Payments	29,125	12,288	-	-	-	-	-	-
Printing/Legal Publications	4,500	308	-	-	-	-	-	-
Insurance	9,515	21,945	-	-	-	-	-	-
Utilities	78,000	15,915	-	-	-	-	-	-
Rent Expense	10,000	-	-	-	-	-	-	-
Miscellaneous	2,000	359	-	-	-	-	-	-
Credit Card Fees	1,000	353	-	-	-	-	-	-
Dues and Subscriptions	800	222	-	-	-	-	-	-
<i>Total Services</i>	154,179	55,046	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	981,043	392,356	923	105	9,889	4,921	39,803	5,964
<i>Other Revenue (Expenses)</i>								
Sale of Assets	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-
<i>Total Other Revenue (Expenses)</i>	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	(862,843)	(371,246)	1,077	(413)	(9,889)	(4,921)	197	(4,227)

As of May 31, 2021

	Tournaments		Special Events		Kickball		Adult Softball		Campground		GRAND TOTAL	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
<i>Total Taxes and Penalties</i>	-	-	-	-	-	-	-	-	-	-	35,000	981
<i>Total Rev fr Other Gov'ts</i>	-	-	-	-	-	-	-	-	-	-	-	-
<i>Charges for Services - User Fees</i>	5,300	2,596	1,800	600	2,000	-	50,000	38,276	37,000	6,675	150,300	53,881
<i>Other Revenue</i>												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Public Utility Electric Sales	-	-	-	-	-	-	-	-	-	-	69,000	13,324
Contributions & Donations	-	-	-	-	-	-	-	-	-	-	-	2,320
Misc. Program Revenue	-	-	-	-	-	-	-	-	-	-	1,000	-
Misc. Revenue	-	-	-	-	-	-	-	-	-	-	1,000	180
<i>Total Charges for Services</i>	-	-	-	-	-	-	-	-	-	-	71,000	15,824
TOTAL REVENUES	5,300	2,596	1,800	600	2,000	-	50,000	38,276	37,000	6,675	256,300	70,686
<i>Total Personal Services</i>	2,907	338	215	-	754	-	21,530	4,491	-	-	779,534	331,797
<i>Supplies</i>												
Office and Operating Supplies	2,000	-	2,000	775	140	-	14,000	8,593	150	159	52,240	15,985
Motor Fuels	-	-	-	-	-	-	-	-	-	-	13,000	2,710
Repairs & Maintenance	-	-	-	-	-	-	3,500	1,313	200	254	74,800	9,559
Repairs & Maintenance - Athletic Field	-	-	-	-	-	-	-	-	-	-	4,500	3,562
Small Tools	-	-	-	-	-	-	-	-	-	-	800	609
<i>Total Supplies</i>	2,000	-	2,000	775	140	-	17,500	9,906	350	413	145,340	32,425
<i>Services</i>												
Professional Services	-	-	-	-	-	-	-	-	-	-	11,000	3,125
Computer Technical Support	-	-	-	-	-	-	-	-	-	-	4,000	60
Telephone	-	-	-	-	-	-	-	-	800	195	2,240	933
Postage	-	-	-	-	-	-	-	-	-	-	800	(267)
Professional Development	-	-	-	-	-	-	-	-	-	-	2,000	-
Lease Payments	-	-	-	-	-	-	-	-	-	-	29,125	12,288
Printing/Legal Publications	-	-	-	-	-	-	-	-	100	-	4,600	308
Insurance	-	-	-	-	-	-	-	-	-	-	9,515	21,945
Utilities	-	-	-	-	-	-	-	-	3,300	97	81,300	16,012
Rent Expense	-	-	-	-	-	-	-	-	-	-	10,000	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	2,000	359
Credit Card Fees	-	-	-	-	-	-	-	-	-	-	1,000	353
Dues and Subscriptions	-	-	-	-	-	-	-	-	-	-	800	222
<i>Total Services</i>	-	-	-	-	-	-	-	-	4,200	293	158,379	55,338
TOTAL OPERATING EXPENSES	4,907	338	2,215	775	894	-	39,030	14,396	4,550	706	1,083,253	419,561
<i>Other Revenue (Expenses)</i>												
Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-	-	-
<i>Total Other Revenue (Expenses)</i>	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	393	2,257	(415)	(175)	1,106	-	10,970	23,880	32,450	5,969	(826,953)	(348,875)



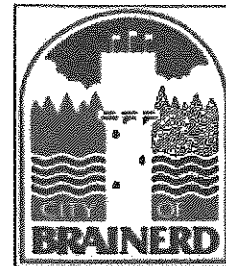
MEMO

To: Park Board
From: Paul Sandy, Interim Public Works Director (PS)
Katie Kaufman, Recreation Coordinator
Subject: New Hires
Date: June 22, 2021

The following temporary employees have been hired for the 2021 summer season.

Approval is requested at the June 22 Park Board meeting.

1. Katherine Breitbach, Concessions
2. Troy Herron, Adult Softball Umpire
3. Gillian Middagh, Concessions
4. Trystan Richardt, Maintenance
5. Savannah Smith, Concessions
6. Jaden Stock, Concessions
7. Sicily Voss, Concessions



MEMO

To: Park Board
From: Paul Sandy, City Engineer/Interim Public Works Director
Date: June 16, 2021
Subject: Employee Pay Rates

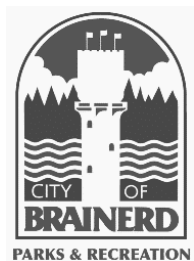
PS

Staff is recommending increasing the following employees' rate of pay to \$14.00 per hour.

Katherine Breitbach, Concessions
Savannah Smith, Concessions
Hunter Wicklund, Maintenance

As the Park Board is aware, staff has had a difficult time finding workers for the summer season and has had to offer a higher hourly wage.

The proposed increase will bring these employees' hourly wage in line with the other workers hired this season.



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY

☐ ACTION REQUESTED

Action Requested:

☐ Direction Requested

☐ Discussion Item

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request:

☐ Yes

☐ No

What is the total cost, with tax and shipping

\$ _____

Is this budgeted?

☐ Yes

☐ No

Please Explain:



Mattson Lumber
22386 State Hwy 371
P.O. Box 149
Nisswa, MN 56468
218-963-7470



QUOTE

2106-526594 R1 PAGE 1 OF 2

SOLD TO
Mattson Lumber - Ryan PO Box 149 Nisswa MN 56468

JOB ADDRESS
BUSTER SHELTER () -

ACCOUNT	JOB
MAT515	5
CREATED ON	06/17/2021
EXPIRES ON	07/17/2021
BRANCH	1000
CUSTOMER PO#	
STATION	M03
CASHIER	RYANN
SALESPERSON	RYANN
ORDER ENTRY	RYANN
MODIFIED BY	RYANN

Thank you for your business!

Item	Description	D	Quantity	U/M	Price	Per	Amount
	FRAMING						
124HF	12" X 4' HANDI-FORM	N	4	EA	9.6000	EA	38.40
SAKC	SAKRETE CONCRETE MIX #60	N	27	BAG	5.7600	BAG	155.52
PA66	6X6 Post Base PA66E-TZ	N	4	EA	24.5100	EA	98.04
126TCA	1/2" x 6" Titan HD Concrete Anchor	N	4	EA	2.7000	EA	10.80
QUOTE	6x6-10' S4S TREATED	N	4	EA	48.0000	EA	192.00
21216S	2 X 12-16' #2 SPF	N	8	EA	76.9600	EA	615.68
21218S	2 X 12-18' #2 SPF	N	4	EA	86.5800	EA	346.32
21212S	2 X 12-12' #2 SPF	N	6	EA	57.7200	EA	346.32
21210S	2 X 12-10' #2 SPF	N	10	EA	48.1000	EA	481.00
2128S	2 X 12- 8' #2 SPF	N	16	EA	38.4800	EA	615.68
2616PTG	2X6-16' PINE T&G DECKING	N	77	EA	24.0000	EA	1848.00
4412T	4X4-12' .25 TREATED	N	2	EA	39.5000	EA	79.00
6TLS	5/16" X 6" TORQ LAG SCREWS	N	30	EA	0.7500	EA	22.50
4TLS	5/16" x 4" TORQ LAG SCREWS	N	40	EA	0.3900	EA	15.60
318TS5	3-1/8" TORQ SCREWS 5#	N	2	BOX	44.1000	BOX	88.20
650238	Paslode 5M 2-3/8"X113 RS	N	1	CAR	72.0700	CAR	72.07
2414S	2 X 4-14' SPF	N	12	EA	16.2000	EA	194.40
	FRAMING						5,219.53
	ROOFING						
GAFWW	36" X 50' GAF WEATHERWATCH	N	4	EA	67.6000	EA	270.40
516DF	5/16" #5010-C (5000)	N	1	EA	6.6600	EA	6.66
This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.					Subtotal		
					Sales Tax		
					Total		

Buyer:

Signature



Mattson Lumber
22386 State Hwy 371
P.O. Box 149
Nisswa, MN 56468
218-963-7470



QUOTE

2106-526594 R1 PAGE 2 OF 2

SOLD TO
Mattson Lumber - Ryan PO Box 149 Nisswa MN 56468

JOB ADDRESS
BUSTER SHELTER () -

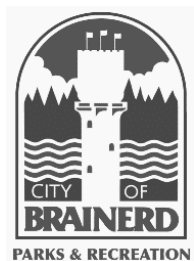
ACCOUNT	JOB
MAT515	5
CREATED ON	06/17/2021
EXPIRES ON	07/17/2021
BRANCH	1000
CUSTOMER PO#	
STATION	M03
CASHIER	RYANN
SALESPERSON	RYANN
ORDER ENTRY	RYANN
MODIFIED BY	RYANN

Thank you for your business!

Item	Description	D	Quantity	U/M	Price	Per	Amount
USS	BDL UNIVERSAL STARTER SHG	N	1	EA	42.8400	EA	42.84
MLMWW	Landmark 30 Weathered Wood	N	16	BDL	31.7600	BDL	508.16
CHRW	BDL CERT H&R WEATH WOOD	N	1	EA	57.3900	EA	57.39
QUOTE	1X8-12' TREX RISER (RIP IN HALF FOR FASCIA)	N	4	EA	73.7900	EA	295.16
QUOTE	DECKFAST COATED FASCIA SCREWS 100/BOX	N	2	EA	11.3800	EA	22.76
QUOTE	DECKFAST FASCIA BIT	N	1	EA	15.2800	EA	15.28
	ROOFING						1,218.65
	WRAPS						
QUOTE	1X12-12' TREX DECK FASCIA TRIM	N	12	EA	121.2100	EA	1454.52
QUOTE	1X8-12' TREX DECK RISER TRIM	N	26	EA	73.7900	EA	1918.54
QUOTE	DECKFAST COATED SCREWS 100/BOX	N	6	EA	11.3800	EA	68.28
	WRAPS						3,441.34
	BENCH						
QUOTE	2X6-16' TREX TRANSCEND	N	12	EA	108.3700	EA	1300.44
QUOTE	METAL BENCH BRACKETS AND MOUNTS	N	6	EA	195.0000	EA	1170.00
QUOTE	TRAPEASE COLOR MATCHED SCREWS 75/BOX	N	4	EA	10.7300	EA	42.92
QUOTE	BLADES/BITS/HARDWARE/TRIMS/ETC	N	1	EA	150.0000	EA	150.00
	BENCH						2,663.36
This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.						Subtotal	12,542.88
				4/5 7.375%		Sales Tax	925.04
						Total	13,467.92

Buyer:

Signature



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY

☐ ACTION REQUESTED

Action Requested:

☐ Direction Requested

☐ Discussion Item

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request:

☐ Yes

☐ No

What is the total cost, with tax and shipping

\$ _____

Is this budgeted?

☐ Yes

☐ No

Please Explain:

Memorandum

To: Paul Sandy, City of Brainerd

From: Chris Sonmor, PE

Date: June 16, 2021

Re: Memorial Park Redevelopment Project Update to Park Board – June, 2021
WSB Project No. 016307-000

The following is a summary of the work completed over the last month:

- Most of the utility work on the site has been completed.
- The new drain tile and filter media has been installed in the existing storm pond.
- Nor-Son is working on framing of the new warming house. I would expect them to have the building enclosed and weather-proof by the end of next week.

Scheduled work in the upcoming weeks will include:

- Nor-Son and their subcontractors will continue work on the new warming house. Tasks in the next month will include the following:
 - Electrical & plumbing rough-in
 - Insulation
 - Drywall
- Splash pad construction was scheduled to begin this week. That work will continue for most of the summer.
- Anderson Brothers expects to mobilize and resume sitework in July after Nor-Son makes more progress on the warming house.

WSB has prepared Change Order No. 2 in the amount of \$16,705. As we discussed at the May meeting, there were some discrepancies with the existing water service to Mills field. The size was smaller than the information WSB received from BPU. This resulted in a longer service line (additional pipe footage) as well as additional dewatering costs. We recommend approval of Change Order No. 2 in the amount of \$16,705.

Pay Voucher No. 2 is also included for approval. Major pay items included for this voucher include:

- Building with Pavilion (23%)
- Site Grading (10%)
- Storm Sewer
- Sanitary & Water Service

With the addition of Change Order No. 2, the adjusted contract price is \$1,012,825.00. The total amount certified to date is \$288,061.15. This is 28.5% of the total project cost. With 5% retainage continuing to be held, the total amount due on Pay Voucher No. 2 is \$194,214.64. WSB recommends approval of Pay Voucher No. 2.

WSB Project No. 016307-000		Owner Project No.		Change Order No. 2		
Project Title/Description: Memorial Park Redevelopment						
Owner: City of Brainerd						
Owner Address: 501 Laurel St Brainerd, MN 56401-3595						
Contractor: Anderson Brothers Construction Company of Brainerd LLC						
Contractor Address: 11325 State Hwy 210 Brainerd, MN 56401						
Total Change Order Amount: \$16,705.00						
Description: Change Order #2 accounts for the additional time and expense incurred by Anderson Brothers for the changes for the water service to the new warming house. The size of the existing watermain was different that records indicated which resulted in the connection being made further away from the new warming house adding cost for additional dewatering and additional pipe footage.						
Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
016307-000 Source 1	2506.601	SANITARY & WATER SERVICE	LS	\$16,705.00	1	\$16,705.00
Net Change This Change Order						\$16,705.00

Due to this change, the contract time: (check one)	
☒ (X) Is NOT changed	☐ () May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved By Project Engineer: Ch. L. Son Date: June 17, 2021Print Name: Christopher L. Sonmor Phone: (320) 241-9439

Approved By Contractor: _____ Date: _____

Print Name: _____ Phone: _____

Approved By Owner: _____ Date: _____

Print Name: _____ Phone: _____

Client: City of Brainerd 501 Laurel St Brainerd, MN 56401-3595	Contractor: Anderson Brothers Construction Company of Brainerd LLC 11325 State Hwy 210 Brainerd, MN 56401
---	--

WSB Project No.: 016307-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$918,329.00	Original	\$918,329.00
Contract Changes	\$94,496.00	Additional	N/A
Revised Contract	\$1,012,825.00	Total	\$918,329.00

Work Certified To Date	
Base Bid Items	\$271,356.15
Contract Changes	\$16,705.00
Material On Hand	\$0.00
Total	\$288,061.15

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$204,436.47	\$288,061.15	\$14,403.06	\$79,443.45	\$194,214.64	\$273,658.09
Percent Retained: 5%			Percent Complete: 28.44%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Approved By Anderson Brothers Construction Company of Brainerd LLC

Ch. L. Son

Project Engineer

June 16, 2021

Date

Date

Approved By City of Brainerd

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	05/14/21	\$83,624.68	\$4,181.23	\$79,443.45
2	06/11/21	\$204,436.47	\$10,221.83	\$194,214.64

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
016307-000 Source 1	\$288,061.15	\$14,403.06	\$79,443.45	\$194,214.64	\$273,658.09

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
016307-000 Source 1	Local	\$194,214.64			\$273,658.09

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$15,000.00	1	0	\$0.00	0.5	\$7,500.00
2	2101.501	CLEARING & GRUBBING	LS	\$2,500.00	1	0.5	\$1,250.00	0.5	\$1,250.00
3	2104.501	REMOVE DRAIN TILE	LS	\$3,100.00	1	1	\$3,100.00	1	\$3,100.00
4	2104.501	REMOVE BUILDING	LS	\$2,000.00	1	0	\$0.00	0.5	\$1,000.00
5	2104.504	REMOVE PAVEMENT	S Y	\$4.80	410	148	\$710.40	148	\$710.40
6	2105.601	SITE GRADING	LS	\$59,500.00	1	0.1	\$5,950.00	0.2	\$11,900.00
7	2106.607	ENGINEERED SOIL (CV) (BOTTOM OF BASIN)	CY	\$165.00	20	20	\$3,300.00	20	\$3,300.00
8	2545.601	LARGE RINK AND PLEASURE RINK LIGHTING (INSTALLATION OF LIGHTING INCLUDING FOUNDATIONS)	LS	\$26,200.00	1	0	\$0.00	0	\$0.00
9	2105.601	DEWATERING	LS	\$5,500.00	1	1	\$5,500.00	1	\$5,500.00
10	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$800.00	1	0	\$0.00	1	\$800.00
11	2573.502	INLET PROTECTION	EACH	\$125.00	1	0	\$0.00	0	\$0.00
12	2573.503	SILT FENCE, TYPE MS	L F	\$3.20	310	0	\$0.00	318	\$1,017.60
13	2573.503	SEDIMENT CONTROL LOG	L F	\$2.00	1210	0	\$0.00	0	\$0.00
14	2575.504	RAPID STABILIZATION METHOD 3	SY	\$20.00	30	0	\$0.00	0	\$0.00
15	2575.504	EROSION CONTROL BLANKET CAT 4(N), 2S	SY	\$2.25	9680	0	\$0.00	0	\$0.00
16	2575.505	TURF SEED MIX	AC	\$9,000.00	1.5	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
17	2575.505	NATIVE SEED MIX	AC	\$9,780.00	0.5	0	\$0.00	0	\$0.00
18	2521.518	4" CONCRETE WALK	S F	\$7.10	4460	0	\$0.00	0	\$0.00
19	2521.518	6" CONCRETE WALK	S F	\$10.00	24	0	\$0.00	0	\$0.00
20	2521.504	6" REINFORCED WALK AT LARGE HOCKEY RINK	SF	\$7.50	15840	0	\$0.00	0	\$0.00
21	2531.518	CAST IRON DETECTABLE WARNING PLATE	S F	\$47.00	16	0	\$0.00	0	\$0.00
22	2531.602	PRECAST CONCRETE WHEEL STOP	EACH	\$75.00	2	0	\$0.00	0	\$0.00
23	2564.502	ADA PARKING SIGN	EACH	\$250.00	3	0	\$0.00	0	\$0.00
24	2582.501	PICKLEBALL COURT STRIPING	LS	\$2,507.00	1	0	\$0.00	0	\$0.00
25	2582.501	PARKING LOT STRIPING/MARKINGS	LS	\$300.00	1	0	\$0.00	0	\$0.00
26	2506.601	SANITARY & WATER SERVICE	LS	\$22,400.00	1	1	\$22,400.00	1	\$22,400.00
27	2540.601	BUILDING WITH PAVILION	LS	\$561,309.00	1	0.23	\$129,101.07	0.35	\$196,458.15
28	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$1,045.00	1	1	\$1,045.00	1	\$1,045.00
29	2501.602	12" PIPE APRON	EACH	\$300.00	1	1	\$300.00	1	\$300.00
30	2503.502	4" CLEANOUT	EA	\$440.00	2	5	\$2,200.00	5	\$2,200.00
31	2503.503	12" PP PIPE	LF	\$31.50	238	238	\$7,497.00	238	\$7,497.00
32	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$500.00	1	1	\$500.00	1	\$500.00
33	2505.503	4" PERFORATED DRAINTILE	LF	\$9.20	215	215	\$1,978.00	215	\$1,978.00
34	2506.502	CONSTRUCT DRAINAGE STRUCTURE	EACH	\$2,480.00	1	1	\$2,480.00	1	\$2,480.00
35	2511.507	RANDOM RIPRAP CLASS II	C Y	\$120.00	5	3.5	\$420.00	3.5	\$420.00
Bid Totals:							\$187,731.47		\$271,356.15

Project Category Totals		
Category	Amount This Voucher	Amount To Date
EARTHWORK AND REMOVALS	\$14,310.40	\$28,760.40
ELECTRICAL	\$0.00	\$0.00
EROSION CONTROL AND LANDSCAPE	\$5,500.00	\$7,317.60
PAVEMENTS AND SIGNAGE	\$0.00	\$0.00
SANITARY & WATER IMPROVEMENTS	\$22,400.00	\$22,400.00
SITE AMENITIES & MISCELLANEOUS	\$129,101.07	\$196,458.15
STORMSEWER IMPROVEMENTS	\$16,420.00	\$16,420.00

Contract Change Item Status

CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	47	2521.518	4" CONCRETE WALK	SF	\$7.20	135	0	\$0.00	0	\$0.00
CO	1	48	2521.518	6" REINFORCED WALK AT LARGE HOCKEY RINK	SF	\$7.60	7635	0	\$0.00	0	\$0.00
CO	1	49	2545.601	SMALL RINK LIGHTING (INSTALLATION OF LIGHTING INCLUDING FOUNDATIONS)	LS	\$4,665.00	1	0	\$0.00	0	\$0.00
CO	1	50	2582.601	BASKETBALL COURT STRIPING	L S	\$2,265.00	1	0	\$0.00	0	\$0.00
CO	1	51	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$815.00	3	0	\$0.00	0	\$0.00
CO	1	52	2571.524	DECIDUOUS TREE 6' HIGH B&B CLUMP	TREE	\$855.00	3	0	\$0.00	0	\$0.00
CO	1	53	2571.525	DECIDUOUS SHRUB NO 5 COUNT	SHRB	\$89.00	28	0	\$0.00	0	\$0.00
CO	1	54	2571.525	CONIFEROUS SHRUB NO 5 COUNT	SHRB	\$99.00	4	0	\$0.00	0	\$0.00
CO	1	55	2574.507	PLANTING BED SOIL MIXTURE	C Y	\$75.00	30	0	\$0.00	0	\$0.00
CO	1	56	2575.603	LANDSCAPE EDGING	L F	\$28.00	30	0	\$0.00	0	\$0.00
CO	1	57	2575.607	MULCH MATERIAL TYPE SPECIAL	C Y	\$125.00	7	0	\$0.00	0	\$0.00
CO	2	58	2506.601	SANITARY & WATER SERVICE	LS	\$16,705.00	1	1	\$16,705.00	1	\$16,705.00
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals

No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	Addition of Bid Alternate 1 to the Contract	\$0.00	\$0.00
2	CO	Change Order #2 accounts for the additional time and expense incurred by Anderson Brothers for the changes for the water service to the new warming house. The size of the existing watermain was different that records indicated which resulted in the connection being made further away from the new warming house adding cost for additional dewatering and additional pipe footage.	\$16,705.00	\$16,705.00

Material On Hand Additions

Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐

INFORMATION ONLY

☐

ACTION REQUESTED

Action Requested:

☐

Direction Requested

☐

Discussion Item

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request:

☐

Yes

☐

No

What is the total cost, with tax and shipping

\$ _____

Is this budgeted?

☐

Yes

☐

No

Please Explain:

City of Brainerd, Minnesota

Parks and Recreation Department
1619 NE Washington Street
Brainerd, MN 56401

Parks and Recreation Department Policy

Subject: Use of tobacco products at Brainerd Parks and Recreation Department youth events and facilities.

Background: The Brainerd Parks and Recreation Department believes that tobacco use in the proximity of children and adults engaging or watching youth sports or activities at City of Brainerd owned or operated facilities is detrimental to their health and can be offensive to those using such facilities. Furthermore the Brainerd Parks and Recreation Department believes that parents, leaders, coaches and officials are role models for youth and can have a positive effect on the lifestyle choices they make. Also, cigarettes once consumed in public places are often discarded on the ground, thus posing a risk to toddlers due to ingestion.

Section 1: Tobacco use is discouraged within a 100-foot radius of outdoor youth recreation facilities owned or operated by the City of Brainerd ~~while these facilities are being used for youth athletic events or activities.~~ These facilities include baseball fields, softball fields, soccer fields, outdoor skating facilities, ~~basketball courts, tennis courts, pickleball courts, splash pad, and playgrounds and open swimming hours at Lum Park Beach.~~ Tobacco products shall also be discouraged at the spectator areas (~~bleachers~~), restrooms, ~~pavilions~~, and concession areas of these facilities. Appropriate signage will be posted in these areas.

Section 2: Effective date ~~May 28, 2002~~ June 23, 2021



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐

INFORMATION ONLY

☐

ACTION REQUESTED

Action Requested:

☐

Direction Requested

☐

Discussion Item

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request:

☐

Yes

☐

No

What is the total cost, with tax and shipping

\$ _____

Is this budgeted?

☐

Yes

☐

No

Please Explain:



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

June 9, 2021

Paul Sandy, PE
City Hall
501 Laurel Street
Brainerd, MN 56401

**RE: *Proposal for Professional Services
State Park Road Account (SPRA) Funding Application
Lum Park Road (14th and 15th NE / J Street)***

Dear Paul:

Thank you for your interest in our services and experience associated with the SPRA program. We have completed 10+ successful SPRA-funded projects for Cities and Townships in the surrounding 5-County area and 20+ throughout the remainder of the State that were funded using SPRA State-Aid funds. This program assists Cities, Townships and Counties with improving local public roadway access to public boat launches and water accesses and state parks, trails and campgrounds.

This brief proposal for services is for assisting the City of Brainerd with preparing the information needed to apply for funding in this next funding year cycle. Applications are due by November 1, 2021 and funding announcements are typically made the following April. Eligible project costs include construction costs. The cost of right-of-way acquisition and wetland mitigation are also eligible grant costs, if necessary. All construction, wetland mitigation and right-of-way costs not covered by the grant are local costs, as well as the cost of surveying, engineering, and project administration.

Our scope of services for this proposal is for the funding application stage, which includes:

1. Project area site review to determine existing conditions.
2. Review of available traffic count information and/or estimation of average daily traffic.
3. Preparation of a project map that identifies the project termini and proposed improvements consistent with State Park Road Standards.
4. Preparation of an engineering estimate with construction cost contingency that will be used to apply for funding.
5. We will review the project with the local DNR unit manager and seek a letter of support for the project.
6. We will draft an application letter requesting funding on behalf of the City and assist with the submittal process if needed.
7. We will incorporate potential roadway improvements with the ongoing Lum Park Master Planning that we are currently completing for the City of Brainerd.

City of Brainerd
State Park Road Account (SPRA) Funding Application
June 9, 2021

Our proposed fee for the services described is a lump-sum of \$2,300.00. If this proposal is satisfactory, please sign and return one copy to our office as our notice to proceed. Thank you for your consideration of our firm and the value and experience we will bring to improve this portion of the City's infrastructure with this program.

Sincerely,

WIDSETH SMITH NOLTING AND ASSOCIATES, INC. (WIDSETH)



Gail Leverson
Funding Specialist

Attachments: General Provisions of Professional Services Agreement

Proposed by Widseth Smith Nolting & Assoc., Inc. (Widseth)



David S. Reese, Vice President

Accepted by City of Brainerd

_____ Date

General Professional Service Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement for a Request for Services between Widseth Smith Nitting & Associates, Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is informed prior to that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage Fee structure, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all projects for which WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage Fee structure or an Hourly Rate method of payment for WIDSETH's services shall apply to all projects for which WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage Fee structure method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to the CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

- (a) Travel and subsistence.
- (b) Specialized computer services or programs.
- (c) Outside professional and technical services with cost defined as the amount billed to WIDSETH.
- (d) Identifiable reproduction and reprographic costs.
- (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computation made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All amounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1% per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and the reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of an unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment for amount of WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and all valuable material for production, of any electronic media or data to the CLIENT or any third-party. Upon payment in full from the CLIENT pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise from items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others. Extension of the Project or any other project. Upon payment in full from the CLIENT, upon written verification and adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising from use of unfinished documents, reproduction or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copy that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of media files may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank in the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE CLIE T RE PO IBILITE

A. To permit WIDS TH to perform the services required hereunder, the CLI NT shall supply, in proper time and sequence, the following at no expense to WIDS TH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLI NT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLI NT's policies with respect to WIDS TH's services.
3. Furnish, as required for performance of WIDS TH's services (except to the extent provided otherwise in the Letter Agreement or any xhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any xhibits attached hereto.
4. Provide access to, and make all provisions for WIDS TH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. xamine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDS TH, obtain advice of an attorney, insurance counselor or others as CLI NT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDS TH.
7. Give prompt written notice to WIDS TH whenever CLI NT observes or otherwise becomes aware of any development that affects the scope of timing of WIDS TH's services or any defect in the work of Construction Contractor(s), Consultants or WIDS TH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDS TH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDS TH shall cease activity on the Project and promptly notify the CLI NT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDS TH do not include identification of asbestos or pollution, and WIDS TH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLI NT acknowledges and agrees that WIDS TH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDS TH on the Project. It is further understood and agreed that services WIDS TH will undertake for CLI NT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLI NT agrees, except (1) such liability as may arise out of WIDS TH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDS TH and WIDS TH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDS TH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLI NT may require or WIDS TH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLI NT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLI NT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any xhibits attached hereto.

B. WIDS TH may use any CLI NT provided information in performing its services. WIDS TH shall be entitled to rely on the accuracy and completeness of information furnished by the CLI NT. If WIDS TH finds that any information furnished by the CLI NT is in error or is inadequate for its purpose, WIDS TH shall endeavor to notify the CLI NT. However, WIDS TH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLI NT.

ARTICLE 8 OPI IO OF CO T

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any xhibits attached hereto are to be made on the basis of WIDS TH's experience and qualifications and represent WIDS TH's judgment as an experienced design professional. It is recognized, however, that WIDS TH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDS TH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDS TH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDS TH to CLI NT hereunder.

ARTICLE 9 CO TRUCTIO PHA E SERVICE

CLI NT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDS TH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLI NT agrees that if WIDS TH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDS TH will not be responsible for, and CLI NT shall indemnify and hold WIDS TH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLI NT or others. Nothing contained in this paragraph shall be construed to release WIDS TH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDS TH has undertaken or assumed under this Agreement.

ARTICLE 10 REVIEW OF HOP DRAWI G A D UBMITTAL

WIDS TH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDS TH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDS TH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDS TH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11 REVIEW OF PAY APPLICATIO

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDS TH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDS TH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDS TH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLI NT.

ARTICLE 2 REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 3 CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 4 BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 5 CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 6 CONTINGENCY FUND

CLIENT and WIDSETH agree that at certain increased costs and charges may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that at the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and charges. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs with in the contingency because of such charges or because of any claims made by any Contractor relating to such charges.

ARTICLE 7 INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 8 ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 9 NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 10 CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 11 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 12 ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all the use named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 13 NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 14 SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 15 PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM UNTIL 90 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE**



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐

INFORMATION ONLY

☐

ACTION REQUESTED

Action Requested:

☐

Direction Requested

☐

Discussion Item

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request:

☐

Yes

☐

No

What is the total cost, with tax and shipping

\$ _____

Is this budgeted?

☐

Yes

☐

No

Please Explain:



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT

June 22, 2021 PARK BOARD MEETING

Recreation Report

Recreation Update

Cancellations

- Brainerd Stars and Stripes Tournament cancelled did not get enough teams needed a minimum of 12. Received feedback it is just not a good weekend because everyone has pre-existing plans/activities. "Times they are a changing"
- This One's for Hop has been cancelled for similar reasons not enough teams, being a fundraiser tournament and low registrations makes it pretty tough to raise funds. Attached is their press release they sent out.

Heat Stroke/Exhaustion concerns have risen. This past month we have had several instances where the ambulance was called due to heat related passing out.

Community Ed & YMCA Update

June 15 Quarterly Reports attached

BBBA Update

Tournaments are running very smoothly we have established meeting the week before a tournament with the BBBA to make sure we are tying any loose ends. We will be invoicing the BBBA for our maintenance worker assigned to each park as well as any food items their umpires put on the BBBA tab. We will be performing the first invoice for the 10U/12U and 11U/13U tournaments.

Grant – Water Bottle Filler Update

1. Water Bottle Filling Station has been installed
2. Plaque is in the process of being created
3. Water bottles have been purchased
 - a. Will be working with Crow Wing Energized on stickers, marketing materials/info graphics for inside water bottles.
 - b. Will be working with Crow Wing Energized and Community Action on creating a Rethink Your Drink Kickoff, "Grant Opening" and the plan moving forward fundraising for more bottle fillers in our parks.

Maintenance Report

2022 Capital Budget Workshop

The 2022 Parks capital budget workshop will be held on July 6th, 2021, from 4:00 PM – 6:00 PM. At the workshop, City staff will present out the updated capital budget to the board and the needs identified from the parks evaluations performed by the Board members.

Park Design Standards

The next design standard workshop will be held on August 10th, 2021 from 4:00 PM – 6:00 PM. We anticipate a draft of the standard to be completed at this meeting, along with an update from Widseth on the Lum Park Master Plan. After the meeting, it is the intent to give Widseth enough direction to finish the standard and present out the final design standard document at the Park Board meeting in September. This would be a good additional item for the budget presentation to the City Council.

Maintenance Tasks Completed in the Month Prior

Below is a list of maintenance tasks that were completed in the month of April/May.

- Replacing sprinkler heads on miscellaneous fields.
- Breakers and outlets in campground replaced.
- Plumbing repair bane restroom.
- Getting ready for all BBBA tournaments.
- Replaced solenoid in garbage truck.
- Replaced battery in skid steer.
- Pressure washed pavilion at Gregory Park.
- Took down trees and trimming GGP along with the street department.
- Fixed lock at community garden.
- Watering numerous young trees.
- Fixing Jaycees Park fields.
- Installed memorial bench at Lum Park.
- Installed water bottle filler at Gregory Park.
- Grinding stumps Lum Park and Gregory Park.
- Installed bagger on John Deere lawn mower.
- Sucking up pinecones and needles in all parks.
- Spraying for weeds in Parks.
- Blew out grandstands at Memorial Park.
- Built L screen for masters league.
- Replaced all LED fixtures in GGP building due to power outage.
- Vandalism fixes in miscellaneous areas.
- Performed Maintenance on welcome to Brainerd signs.
- Fixed downtown mutt mitts and kiosk.
- Painted fields for YMCA events at Jaycees.
- Fixed broken picnic tables



Brainerd Parks & Recreation Quarterly Report - June, 2021

Current Activities

1. Program Promotion: The following promotional activities have taken place since March or are planned.
 - a. March 20: Lakeland Public Television did a profile on the partnership between the city of Brainerd, the YMCA, and Brainerd Community Education. This was shared on all three organization's social media accounts.
 - b. Late March: The Community Education mini-guide was mailed to approximately 25,000 households in the school district. It included an announcement that Parks & Rec programs in Baxter and Brainerd are now open and drives them to our registration [website](#).
 - c. March 30: Parks & Recreation information was included in the Community Education email newsletter.
 - d. April 15: Cori Reynolds spoke on the Talk 100 radio show about summer opportunities, especially with Parks & Recreation.
 - e. April 19: Cori Reynolds spoke on the WJJY Community Focus radio program about summer opportunities, especially with Parks & Recreation. This was shared on the Brainerd Public Schools and Brainerd Community Education social media accounts.
 - f. April 30: Parks & Recreation information was included in the Community Education email newsletter.
 - g. June 1: Information on the Miracle League schedule was shared on Brainerd Community Ed social media and district Special Education teachers.
 - h. June 2: Parks & Recreation information was included in the Community Education email newsletter.

2. Staffing

We are hired head coaches for each sport in each city. Assistant coaches are being added based on enrollment. Game officials are all hired, trained, and paid through the same process for both cities. Volunteers have been screened and trained the same way in both cities. The cost of staff will be allocated to the city in

which they work. A head coach from the Miracle League was hired in late May and has been doing a great job with the support of a number of volunteers.

3. Registration

The following chart shows the detail of the registrations we have collected as of June 17, 2021 for summer Parks & Rec programs.

Sport	Age	Total Registered as of 6/17/21	# of Brainerd Residents	% of Brainerd Residents
Slowpitch	Petite	49	35	71.4%
Slowpitch	Junior	46	33	71.7%
Slowpitch	Senior	35	32	91.4%
Fastpitch	8U	12	6	50%
Fastpitch	10U	22	11	50%
Fastpitch	12U	12	3	25%
Major League	7-8	68	29	42.6%
Minor League	6-7	48	25	52.1%
Mustang	9-10	111	44	39.6%
Bronco	11-12	87	49	56.3%
Pony	13-15	59	25	42.4%
T-Ball	4-6	142	73	51.4%
TOTAL		691	365	52.8%

Please feel free to contact with me questions, concerns or for more information.

Respectfully Submitted,

Cori Reynolds

Director of Community Education, Brainerd Public School



New Release 6/13/2021

Brainerd Men's Softball Tourney

Contact:

This One's for Hop
Eryk Haapajoki, President
hop@4hop.org

For Immediate release

Brainerd, MN-The 2021 Brainerd Men's Softball Tournament has officially been canceled for 2021 and future years.

"It's heartbreaking to come to this decision" Said Eryk Haapajoki, President of This One's for Hop. "Our Softball Tournament has been a great Fundraiser for over 41 years, and we have generated hundreds of thousands of dollars, we have impacted many lives."

The cancellation of this event was a decision based on low number of teams and not being able to raise funds for our mission due to loss on revenues from concessions, merchandise, and beer sales. Now all players, workers, volunteers, Spectators and Umpires still have time to find other opportunities.

"We plan on evaluating different fundraising opportunities for future needs to fund our mission. We will not be going anywhere, but it won't be in the form of a softball tournament moving forward." States Haapajoki.

This One's for Hop!