

PARK BOARD

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, August 23, 2022, @ 4:00pm

The public is invited to attend this meeting in person
Attend by phone: 1-844-992-4726 Meeting Access Code: 2493 829 3138
Meeting is also televised on CTC Cable channel 8 and streamed live on
YouTube: www.youtube.com/CityOfBrainerdMN

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

2. **Roll Call**

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

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**

May 24, 2022 and June 28, 2022 Minutes

Documents:

2022-05-24 Park Board draft minutes.pdf
2022-06-28 Park Board draft minutes.pdf

B. **Approval Of The Disbursements**

Month of August 2022

Documents:

2022-08-23 PARKS AP REGISTER.pdf

C. **Financial Reports**

July 2022 Financial Report

Documents:

2022 July Financials.pdf

6. **Unfinished Business**

A. **Update On Mississippi Landing Trailhead Park Construction**

Documents:

MLT Project Update.pdf

B. **Approve MLT Park WSB Contract Amendment No. 2**

Documents:

MLT Contract Amendment 2.pdf

C. **Recommend Parks Projects For Use Of ARPA Funds**

Documents:

ARPA Projects.pdf

7. **New Business**

A. **Approve The Retirement Of Administrative Specialist Kimberly Finch**

Documents:

Finch Retirement.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. **Board Member Reports**

10. **Staff Reports**

August Department Reports

Documents:

2022-08-23 Recreation and Maintenance Report.pdf

11. **Adjourn**

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

MISSION

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

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 Rushmeyer.

Upon roll call, the following members were noted as present: Schaefer, Shipe, Yeager, Rushmeyer, and City Council Liaison Dave Badeaux. Member Boeder was noted absent.

Also noted present were City Engineer/Public Works Director Sandy and Recreation Coordinator Kaufman.

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

Approval of the Agenda - Approved

MOVED AND SECONDED BY MEMBERS YEAGER AND SHIPE, DULY CARRIED, TO APPROVE THE AGENDA WITH THE ADDITION OF ITEM 7E TO APPROVE CHANGE ORDER 1 FOR THE MISSISSIPPI LANDING TRAILHEAD PARK PROJECT.

Approval of the Consent Calendar - Approved

MOVED AND SECONDED BY MEMBERS YEAGER AND SHIPE, DULY CARRIED, TO APPROVE THE CONSENT CALENDAR.

- A. Approval of the Minutes of the Special Meeting held on April 19, 2022**
- B. Approval of the Disbursements for May 2022**
- C. Financial Report for April 2022**

Unfinished Business

Buster Park Proposed Master Plan - Approved

Mr. Yeager had nothing to add to the plan as presented. He noted that park master planning will be on hold until a new Public Works Director is hired.

MOVED AND SECONDED BY MEMBERS YEAGER AND SHIPE, DULY CARRIED, TO APPROVE THE BUSTER PARK MASTER PLAN AS PRESENTED.

New Business

MLT Restroom Building Discussion - Approved

Mr. Sandy presented options for the Mississippi Landing Trailhead restroom building. From the time of bid opening to now, the contractor reported that the delivery date for the precast building would be June or July 2023 which is going to create issues with the park construction

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project. Many improvements would need to be left out until the building is placed. The contractor provided two options to discuss. Plan A is a wood frame building similar to what was constructed last year at Memorial Park. Plan B is a CMU block building similar to what is at Kiwanis Park and the Memorial Park concession building. The wood frame structure cost would be a deduction of \$1,500 and the CMU block building would be an addition of \$17,305.75. The CMU block building is lower maintenance and will hold up longer than a wood frame building, and the additional cost would come out of the surplus grant money. Board members also want design standards incorporated including a steeper pitched roof, increased overhangs, gutters, and timber accents. Mr. Yeager did a rough calculation of \$11,000 for these elements.

MOVED AND SECONDED BY MEMBERS YEAGER AND SHIPE, DULY CARRIED, TO APPROVE UP TO \$30,000 FOR OPTION B AS PRESENTED FOR THE MLT RESTROOM BUILDING, WITH THE ADDITION OF A STEEPER ROOF PITCH, DEEPER OVERHANGS, GUTTERS, AND TIMBER ACCENTS.

Approval of AED Implementation – Direction Given

Ms. Kaufman would like to see one AED purchased each year as a gradual implementation plan for the park system, beginning with Mills Field in 2022. The AEDs would be available to staff and entities that reserve our facilities, not the general public. The cost of an AED is \$1,500-\$2,000. We currently have one AED at Memorial Park. Board members Rushmeyer and Schaefer said there are grants that can be applied for. Mr. Yeager would also like Ms. Kaufman to look into the City's legal responsibilities as far as maintenance and battery replacement. Ms. Kaufman was directed to research and report back to the Board at the next meeting.

Arts in the Park Request – Approved

Mr. Badeaux submitted a Special Event Application for the annual Arts in the Park event to be held at Gregory Park on June 26, 2022. New this year is the inclusion of the Brainerd Jaycees' Beer Garden. To move the application forward he is seeking Park Board approval of the event as presented, with the contingency that it is approved through the City process and the beer garden is an allowable use based on the City Code.

MOVED AND SECONDED BY MEMBERS SCHAEFER AND YEAGER, DULY CARRIED, TO APPROVE THE ARTS IN THE PARK EVENT APPLICATION AS PRESENTED, WITH THE CONTINGENCY THAT IT IS APPROVED BY CITY COUNCIL.

Share Park Master Plans at Arts in the Park - Approved

Mr. Shipe would like to get community feedback at the Arts in the Park event on park master plans the Board has worked on to date and parks yet to be discussed. Mr. Badeaux said that the Community Corner area at the event is specifically for these types of things and the cost for a booth is \$100. Mr. Shipe is happy to take the lead on gathering feedback from comment cards, document it and bring it back to the Board.

MOVED AND SECONDED BY MEMBERS SCHAEFER AND YEAGER, DULY CARRIED, TO APPROVE \$100 TO HAVE A BOOTH AT THE ARTS IN THE PARK EVENT AS PRESENTED.

Approve Change Order 1 for Mississippi Landing Trailhead Project - Approved

Mr. Sandy reported that as of the day before bid opening for the MLT project, both contractors bidding the project were unable to get quotes from precast suppliers to base pricing

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on for the learning center and amphitheater structures. As a result, both contractors included a rough estimate for the precast materials in their bids. Post bid opening and during the bid approval process it was referenced that some guaranteed pricing needed to be worked out yet. When Custom Builders bid the project they put in a price of \$58,000 for the precast based on their previous experience. Post bid a precast supplier has been identified that was able to bid the project at a cost of \$145,000 which would leave Custom Builders shy of about \$97,000 for the overall cost of the structures. Mr. Sandy is seeking approval of Change Order 1 for the Mississippi Landing Trailhead project for the added cost of precast structure materials. The recommendation tonight is to approve a change order in the amount of \$97,904.77 and use Terracon as Custom Builders' supplier for the precast. Mr. Yeager determined from Mr. Sandy that this is the only number in the bid that wasn't a fixed number, and this amount is within the contingency amount included with the bid. There will still be an estimated balance of \$461,210 from LCCMR funds after this change order.

MOVED AND SECONDED BY MEMBERS YEAGER AND SCHAEFER, DULY CARRIED, TO APPROVE CHANGE ORDER NUMBER ONE FOR MISSISSIPPI LANDING TRAILHEAD IN THE AMOUNT OF \$97,904.77 AS PRESENTED.

Public Forum

The Chair opened Public Forum at 5:10 p.m. Kathleen Hermerding, 116 Juniper Street, representing the BNNA, asked if there is a date scheduled to discuss the master plan for Gregory Park. Ms. Hermerding was advised that the Park Board already had its planning session for Gregory Park. Mr. Shipe and his wife were at the meeting representing the BNNA, and the Board referenced what was brought forth from the BNNA earlier in the year regarding Gregory Park. The Board is waiting on the hiring of the new Public Works Director before moving forward to vote on the Gregory Park master plan. Mr. Yeager has not yet drawn up the proposed design. The Chair closed Public Forum at 5:14 p.m.

City Engineer and Recreation Coordinator Report

Ms. Kaufman reported that staff met with Ms. Bergman and discussed staff roles during the interim period until a new Public Works Director is hired.

She said there were 60 participants at the Fishing Clinic and one of the highlights was a 16" river redhorse caught by a 10–12-year-old. She had nothing else to add to her written report.

Mr. Sandy has tentatively scheduled a ground-breaking ceremony for the MLT project at 5:00 p.m. on June 6. He shared that WSB is looking at highlighting MLT at the American Public Works Association's fall conference.

Board members expressed their appreciation to Mr. Sandy for all his work and contributions during the transition to a Public Works Department.

Board Member Reports

Mr. Rushmeyer reported that Joe Pohlkamp wants to have All Star Games for youth baseball and softball, with dates and times to be determined.

Adjourn

MOVED AND SECONDED AT 5:22 P.M. BY YEAGER AND SHIPE, DULY CARRIED, TO ADJOURN TO THE MAY 26 SPLASH PAD GRAND OPENING AT 3:30 P.M., THE JUNE 6 MLT GROUNDBREAKING AT 5:00 P.M., AND THE JUNE 26 ARTS IN THE PARK EVENT AT 10:00 A.M.

Respectfully Submitted,

Kim Finch, Administrative Specialist

May 24, 2022

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 Rushmeyer.

Upon roll call, the following members were noted as present: Schaefer, Shipe, Yeager, Rushmeyer, and City Council Liaison Dave Badeaux. Member Boeder was noted absent.

Also noted present were City Administrator Bergman, Interim City Engineer/Public Works Director Sandy, Recreation Coordinator Kaufman and Maintenance Foreman Harris.

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

Approval of the Agenda - Approved

MOVED AND SECONDED BY MEMBERS YEAGER AND SHIPE, DULY CARRIED, TO APPROVE THE AGENDA AS PRESENTED.

Approval of the Consent Calendar - Approved

MOVED AND SECONDED BY MEMBERS SHIPE AND SCHAEFER, DULY CARRIED, TO APPROVE THE CONSENT CALENDAR.

- A. Approval of the Minutes of the Regular Meeting held on April 26, 2022**
- B. Approval of the Disbursements for June 2022**
- C. Financial Report for May 2022**

Presentations

Michael LaFlex and Dave Kaul from the Brainerd Lions Club talked about the plan for handicapped accessible playground equipment at Buffalo Hills-Lions Park. Mr. Kaul heard the Park Board had the playground equipment in its 2026 budget, and the club would donate \$10,000 more immediately if the date could be moved up to 2023, otherwise \$5,000 now with continued future donations. He said the Lions have donated \$27,000 toward the playground equipment to date. Mr. Rushmeyer explained that the Park Board put park master planning on hold until a City Engineer/Public Works Director is on board for future park and budget planning meetings, so the Park Board would not have an answer at this time about moving that budget item from 2026 to 2023. Ms. Schaefer added that she lives in that neighborhood and has heard from many people that they would like swings at the playground. Board members expressed their appreciation to the Lions Club for its contributions to the park system.

Unfinished Business

Update on Mississippi Landing Trailhead Park Construction

Mr. Sandy reported on the progress to date and upcoming activities for the MLT project. Change Orders 1 and 2 were processed and total amounts provided. Remaining project funds is around \$600,000. They have been working closely with the DNR on the canoe/kayak launch. The application is going through the public comment process right now which means there is a strong likelihood the permit will be issued to be able to construct the canoe/kayak launch as it was designed.

Approve Quote for Kiwanis Park Improvement Project - Approved

One quote was received for the Kiwanis Park Improvement Project from Baratto Brothers in the amount of \$66,628.00. The TWM Architecture fee will be less than \$6,000, which leaves room in the \$105,000 budget for the Park Board to consider replacing bathroom fixtures such as lighting, toilets and sinks, and resealing the bathroom floors. Mr. Sandy is seeking approval of the Baratto Brothers quote and discussion of the \$32,000 (+/-) that is left. Mr. Yeager would prefer to have Mr. Miller create a pick list of potential additions to the project, have Baratto Brothers price the list, then have the Park Board choose from the list. He would also like to have a small contingency for potential overruns or unforeseen costs. Mr. Sandy's initial recommendations are re-sealing the floor and replacing fixtures.

The Chair recognized Mr. Brian Ross, President-elect of the Brainerd Kiwanis Club, who reported the Club budgeted money for Kiwanis Park this year. They purchased two memorial benches and will be ordering new signage for the pavilions to provide some history of the park and information about Kiwanis Club. There may be \$2,500-\$3,000 to help with other things such as a new sidewalk to provide ADA accessibility to the dock.

Mr. Shipe would like gutters to be considered. From a sidewalk perspective, Mr. Sandy reminded the Board there is \$25,000 budgeted for ADA upgrades each year, with the vision being to utilize those funds wherever we are investing money that year. The Board may want to consider sidewalks at Kiwanis Park this year, and improvements at Jaycees Park next year when work is being done there. The Board directed Mr. Sandy to get pricing on gutters and sidewalks for Kiwanis Park for the next meeting.

MOVED AND SECONDED BY MEMBERS YEAGER AND SCHAEFER, DULY CARRIED, TO APPROVE THE BARATTO BROTHERS QUOTE FOR KIWANIS PARK IMPROVEMENTS AS PRESENTED.

Discussion on Use of ARPA Funds for Parks Projects

Ms. Bergman reported the City of Brainerd received approximately \$1.4 million in Rescue Plan funds which the City Council discussed at a workshop in February. Because these are COVID funds, Council recommended that some of the funds be used for park projects to get our youth outside and active and encourage healthy habits. Staff would like the Park Board to consider requesting \$500,000-\$800,000 of 2023-2026 capital plan items for staff to bring forward to the Personnel and Finance Committee for the July 5th Council meeting. Mr. Badeaux stated the Council was very clear that they are looking for specific projects to approve that are already in the budget, that fit into the criteria, and will send a message to the public that we are using the funds in a way that is strongly supportive of healthy bodies. Mr. Shipe commented that we lost 100+ trees from summer storms and we might want to invest a little more in replacing trees. Another route would be investing in ways to provide amenities in the park but also generate some revenue, such as improving the Memorial Park concession stand to sell concessions for the splash pad. He thinks the proposed skate park is worth looking at even though it isn't in the capital plan. Ms. Schaefer agreed with more trees to provide shade in the parks, add disc golf and the trail at Memorial Park, and new activities to get people out to our parks.

June 28, 2022

Mr. Yeager asked Ms. Bergman to expand on the ARPA funds process. She said that funds must be committed by 12/31/2024 and spent by 12/31/2026. Council has already received a couple requests for other projects. Council gave direction in February for staff to come back and present some specific requests for the ARPA dollars. Mr. Badeaux was concerned that the Park Board was just now being asked for its recommendations when Council is going to review requests at its July 5 meeting. He said that parks were high on City Council's list for the use of ARPA dollars. Ms. Bergman reminded the Board they have a 30-year Capital Plan to use as a reference for projects. Mr. Rushmeyer was concerned about the Board having to decide at this meeting what projects to recommend. Discussion followed and it was decided to adjourn to a special meeting on June 29 at 4:30 p.m. Mr. Sandy will e-mail the most recent 30-year capital plan to board members.

New Business

Discussion on 2022 Budgeted Park Tree Placement – Direction Given

Mr. Sandy is looking for a prioritized list for tree placement after losing over 100 trees to summer storms. There is \$25,000 in the budget which he estimates will purchase a maximum of 25 good quality ball and burlap trees. He is seeking a recommendation on what park or parks the Park Board wants to focus on so they can get the trees ordered in time for fall planting. Board members agreed that Lum Park should be a priority because of losing approximately 45 trees and directed staff to consult with City Tree Inspector James Kramvik for recommendations on species and get the trees ordered. Placement can be determined based on the master plans for the parks. It was reiterated there is \$25,000 in the budget each year for trees. A "tree draft" was mentioned and Board members were asked to think about where they would like to see five trees planted and bring it to tomorrow's meeting.

Public Forum

The Chair opened Public Forum at 5:06 p.m. Councilman Gabe Johnson, 1501 Rosewood Street, asked if a hockey net could be put on the pickleball courts at Memorial Park for the hockey kids to use when the pickleball players aren't there. Mr. Harris indicated he would do that. Ms. Kaufman let the Board know the skatepark people will likely using the hockey rink cement for their demonstration at the Last Dance of Summer event.

Mr. Ross thanked the Board for doing the master plan for Kiwanis Park and added that club members are willing to help with brush clearing and other maintenance items. He asked if the Board had plans for the canoe/kayak launch area at Kiwanis Park with the new one going in at Mississippi Landing Trailhead Park.

John Forrest, 159 Pineview Drive, Brainerd Rotary Club and Co-Chairman of the Parks Committee, is following up on the status of the parking lot expansion at Rotary Park. The Rotary Club would like to see this move forward as soon as possible, as they are hoping to use whatever topsoil is removed for landscaping around the pavilion. He also reported there are only two picnic tables under the pavilion and they had been told the Parks Department had a plan to move tables from Kiwanis Park to the Rotary Park pavilion when the new tables for Kiwanis Park came in. There has also been some vandalism on the observation deck. Mr. Forrest was on the committee that spearheaded the Mississippi Landing Trailhead Park, and one of the primary goals was to open up visibility to the river by removing the overgrowth of invasive species on the riverbanks. He mentioned that Rotary works with the Conservation Corps, and they seem to be available, have funding, and may be a resource for controlling the invasive species.

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Mr. Sandy said the Streets Department will be doing the parking lot work at Rotary Park but have been cutting trees for a month and a half, so a lot of things have fallen by the wayside. He couldn't provide a timeline for the parking lot.

Mr. Harris said the observation deck was hit by a car and the lumber to repair it has been purchased and cut. They have everything they need to fix it except time. Mr. Forrest asked if staining the observation deck is something the Department would like Rotary Club to do. He will send the master plan that Rotary Club has for Rotary Park to the Park Board so they can use it when they discuss plans for that park.

The Chair closed Public Forum at 5:24 p.m.

Board Member Reports

Ms. Schaefer reported that Lincoln School was being torn down and thought the Parks Department might be able to utilize the playground equipment. Mr. Harris looked at the equipment and said much of it wasn't in very good shape, trying to move huge pieces of equipment with large concrete anchors would be challenging, and it had to be done quickly. He didn't have the manpower and equipment and wasn't sure it could be done anyway.

Mr. Shipe shared a few highlights from comments received at the Arts in the Park booth. The Splash Pad is a huge hit with kids, fishing and disc golf came up often, accessibility issues at Gregory Park, feedback about changes at Jaycees Park, comments about Lum Park with a suggestion to improve the tee boxes with woodchips and add tent camping.

Mr. Yeager said there are still parking issues at Gregory Park, and Memorial Park is a flurry of activity and reported kids swimming in the ponds. He thanked City staff for continuing to work on the trees downed from the storms.

Staff Reports

Ms. Kaufman requested spending \$100 toward a sound system for the youth All Star Games. Mr. Rushmeyer provided further information. She had nothing further to add to the written report.

Ms. Bergman reported there were four applicants for the City Engineer/Public Works Director position. Two excellent candidates were interviewed. The interview panel's recommendation to City Council is Jessie Dehn, current Assistant City Engineer for the City of Marshall. Staff is hopeful Mr. Dehn will be able to begin work the middle of August.

Adjourn

MOVED AND SECONDED AT 5:42 P.M. BY YEAGER AND SHIPE, DULY CARRIED, TO ADJOURN TO THE JUNE 29 MEETING AT 4:30 P.M.

Respectfully Submitted,

Kim Finch, Administrative Specialist

June 28, 2022

08/19/2022 08:14 AM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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EXP CHECK RUN DATES 07/23/2022 - 08/19/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
307759 72663	ACE HARDWARE VOLTAGE DETECTOR- SHOP 230-5200-42240	07/20/2022 pziemer	08/03/2022	22.49 22.49	0.00	Paid	Y 08/03/2022
307852 72664	ACE HARDWARE REPLACEMENT TRIM HEAD, LIQUID NAILS 230-5200-42220	07/22/2022 pziemer	08/03/2022	26.28 26.28	0.00	Paid	Y 08/03/2022
307928 72671	ACE HARDWARE ACRYLIC SHEET - LMP 230-5200-42220	07/26/2022 pziemer	08/03/2022	26.99 26.99	0.00	Paid	Y 08/03/2022
111062 72772	AMERICAN STEEL SUPPLY INC REBAR - JAYCEES PARK, PLAYGROUND INST 400-9050-45530	08/01/2022 pziemer	08/17/2022	162.60 162.60	0.00	Paid	Y 08/17/2022
X08032022/PARKS 72697	AT&T MOBILITY ACCT 287292136423 PARKS DEPT PHONES 230-5200-43321	07/25/2022 pziemer	08/03/2022	121.20 121.20	0.00	Paid	Y 08/03/2022
X07032022/PARKS 72703	AT&T MOBILITY ACCT 287292136423 PARKS DEPT PHONES 230-5200-43321	07/01/2022 pziemer	08/03/2022	121.01 121.01	0.00	Paid	Y 08/03/2022
0550712-IN 72777	BEACON ATHLETICS FOLDABLE BAT BOX TEMPLATE 230-5200-42221	07/01/2022 pziemer	08/17/2022	411.00 411.00	0.00	Paid	Y 08/17/2022
605558 72725	BECKER ARENA PRODUCTS MMP HOCKEY RINK DASHER SYSTEM - REMA 400-9050-45510	07/29/2022 pziemer	08/17/2022	7,921.40 7,921.40	0.00	Paid	Y 08/17/2022
36-1 72665	BEN WESTLUND STORM CLEANUP - DOG PARK 230-5200-42220	07/01/2022 pziemer	08/03/2022	2,700.00 2,700.00	0.00	Paid	Y 08/03/2022
36-2 72666	BEN WESTLUND STORM DAMAGE - MEMORIAL PARK 230-5200-42220	07/01/2022 pziemer	08/03/2022	4,000.00 4,000.00	0.00	Paid	Y 08/03/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
36-3 72667	BEN WESTLUND STORM DAMAGE - LUM PARK 230-5200-42220	07/01/2022 pziemer REPAIR & MAINT	08/03/2022	3,500.00 3,500.00	0.00	Paid	Y 08/03/2022
7613 72951	BRAINERD LAKES SEWER, LLC ROTARY PARK/MMP FIELD 3 SATELLITE SE 230-5200-43410 230-5215-42210	08/01/2022 pziemer RENTAL EXPENSE OPERATING SUPPLIES	08/19/2022	420.00 290.00 130.00	420.00	Open	N 08/19/2022
7666 72952	BRAINERD LAKES SEWER, LLC ROTARY PARK/MMP FIELD 3 SATELLITE SE 230-5200-43410 230-5215-42210	08/09/2022 pziemer RENTAL EXPENSE OPERATING SUPPLIES	08/19/2022	370.00 240.00 130.00	370.00	Open	N 08/19/2022
JUNE 22/PARKS 72563	BRAINERD PUBLIC UTILITIES 5/24/22 - 6/24/22 PARKS DEPT UTILITIE 230-5200-43381 230-5280-43380 230-5280-43380 230-5280-43380	07/01/2022 pziemer BPU UTILITIES UTILITIES UTILITIES UTILITIES	08/03/2022	14,488.76 13,953.07 356.10 34.28 145.31	0.00	Paid	Y 08/03/2022
JUL 22/PARKS 72974	BRAINERD PUBLIC UTILITIES 6/24/22-7/24/22 PARKS DEPT UTILITIES 230-5200-43381 230-5280-43380 230-5280-43380 230-5280-43380	08/01/2022 pziemer BPU UTILITIES UTILITIES UTILITIES UTILITIES	08/19/2022	14,807.79 14,067.77 570.28 48.23 121.51	14,807.79	Open	N 08/19/2022
15541908-00 72511	BROCK WHITE CO LLC WINFAB - LANDSCAPE FABRIC MISC PARKS 230-5200-42220	07/08/2022 pziemer REPAIR & MAINT	08/03/2022	638.65 638.65	0.00	Paid	Y 08/03/2022
917523674 72553	BSN SPORTS, LLC QTY 4 -ORANGE PLAYGROUND BALL-ADULT 230-5212-42210	07/07/2022 pziemer OPERATING SUPPLIES	08/03/2022	27.83 27.83	0.00	Paid	Y 08/03/2022
917523673 72554	BSN SPORTS, LLC QTY 4 ORANGE PLAYGROUND BALL-ADULT 230-5212-42210	07/07/2022 pziemer OPERATING SUPPLIES	08/03/2022	27.83 27.83	0.00	Paid	Y 08/03/2022
917611916 72681	BSN SPORTS, LLC QTY 2 - MAJOR LEAGUE BASE SETS-SOUTH 230-5200-42221	07/19/2022 pziemer R&M-ATHLETIC FIELD MAINT	08/03/2022	403.74 403.74	0.00	Paid	Y 08/03/2022

08/19/2022 08:14 AM

User: pziemer

DB: Brainerd

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
8000092166-0/7-22/PK 72788	CENTERPOINT ENERGY 6/16/22-7/18/22 PARKS DEPT UTILITIES 230-5200-43380	07/26/2022 pziemer UTILITIES	08/17/2022	33.37 33.37	0.00	Paid	Y 08/17/2022
21090087 72936	CONSOLIDATED TELEPHONE CO 8/12-9/11 CAMPGROUND WIFI 230-5280-43321	08/12/2022 pziemer TELEPHONE	08/19/2022	208.15 208.15	208.15	Open	N 08/19/2022
21082637/PARKS 72945	CONSOLIDATED TELEPHONE CO 8/12-9/11 PARKS PHONE/INTERNET 230-5200-43321	08/12/2022 pziemer TELEPHONE	08/19/2022	49.53 49.53	49.53	Open	N 08/19/2022
1324214 72654	CSG FORTE PAYMENTS INC CREDIT CARD READERS FOR PARKS SOFTWARE 230-5200-43309	07/20/2022 pziemer COMPUTER TECHNICAL SUPPORT	08/03/2022	809.60 809.60	0.00	Paid	Y 08/03/2022
TRX 98 PARKS 72498	CUB FOODS - BRAINERD CONCESSIONS - CHEESE 230-5204-42210	07/12/2022 pziemer OPERATING SUPPLIES	08/03/2022	19.98 19.98	0.00	Paid	Y 08/03/2022
TRX 290 -PARKS 72510	CUB FOODS - BRAINERD CONCESSIONS - BUNS 230-5204-42210	07/15/2022 pziemer OPERATING SUPPLIES	08/03/2022	27.23 27.23	0.00	Paid	Y 08/03/2022
21:16 PAY REQ 2 72551	CUSTOM BUILDERS, INC MSP LANDING TRAILHEAD PARK PROJECT 401-9030-45530-21:16	07/19/2022 pziemer CAPITAL-PYMTS TO CONTRACTS	08/03/2022	268,212.12 268,212.12	0.00	Paid	Y 08/03/2022
1616931 72497	DAHLHEIMER BEVERAGE CONCESSIONS - POPCORN BOXES 230-5204-42210	07/11/2022 pziemer OPERATING SUPPLIES	08/03/2022	81.40 81.40	0.00	Paid	Y 08/03/2022
1620248 72668	DAHLHEIMER BEVERAGE SOAP DISPENSERS, CAN LINERS 230-5200-42210	07/18/2022 pziemer OPERATING SUPPLIES	08/03/2022	66.00 66.00	0.00	Paid	Y 08/03/2022
FBN4532710/PARKS 72801	ENTERPRISE FM TRUST AUG 22 PARK DEPT VEHICLE LEASES 230-5200-43331	08/03/2022 pziemer LEASE PAYMENTS	08/17/2022	2,034.69 2,034.69	0.00	Paid	Y 08/17/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
MNBAX255267 72502	FASTENAL COMPANY QTY 300 CABLE TIES 230-5200-42220	07/08/2022 pziemer	08/03/2022	29.97 29.97	0.00	Paid	Y 08/03/2022
	REPAIR & MAINT						
MNBAX255550 72723	FASTENAL COMPANY HEXNUTS 230-5200-42220	07/21/2022 pziemer	08/17/2022	8.49 8.49	0.00	Paid	Y 08/17/2022
	REPAIR & MAINT						
06618771-00 72503	GOODIN COMPANY GASKET/CLOSET SPUD LMP RESTROOMS 230-5200-42220	07/14/2022 pziemer	08/03/2022	9.96 9.96	0.00	Paid	Y 08/03/2022
	REPAIR & MAINT						
9380068453 72515	GRAINGER REPLACEMENT MIRRORS X3 - VANDALISM RE 230-5200-42220	07/18/2022 pziemer	08/03/2022	527.37 527.37	0.00	Paid	Y 08/03/2022
	REPAIR & MAINT						
67602 72552	HOLDEN ELECTRIC MMP PARK LIGHTS/BREAKERS 230-5200-42221	07/20/2022 pziemer	08/03/2022	279.40 279.40	0.00	Paid	Y 08/03/2022
	R&M-ATHLETIC FIELD MAINT						
67763 72926	HOLDEN ELECTRIC GREGORY FOUNTAIN PUMP-ELECTRICIAN LA 230-5200-42220	08/05/2022 pziemer	08/17/2022	175.13 175.13	0.00	Paid	Y 08/17/2022
	REPAIR & MAINT						
2969 72504	HYTEC CONSTRUCTION INC STORM DAMAGE WORK THRU 6/18/22 230-5200-42220	07/13/2022 pziemer	08/03/2022	1,799.18 1,799.18	0.00	Paid	Y 08/03/2022
	REPAIR & MAINT						
22991 72833	LANDSBURG LANDSCAPE NURSERY INC REPLACEMENT MEMORIAL TREE - SPICER 230-5200-42220	08/05/2022 pziemer	08/17/2022	349.99 349.99	0.00	Paid	Y 08/17/2022
	REPAIR & MAINT						
7/13/22 72514	LYONS, JASON WORK BOOT REMIBURSEMENT -2022 230-5200-42210	07/13/2022 pziemer	08/03/2022	90.00 90.00	0.00	Paid	Y 08/03/2022
	OPERATING SUPPLIES						
78341 72537	MENARDS - BAXTER QTY 130 6X6 - 8; AC2 GREEN TREATED L 400-9050-45530	07/11/2022 pziemer	08/03/2022	4,308.60 4,308.60	0.00	Paid	Y 08/03/2022
	CAPITAL - OTHER						

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
78139 72538	MENARDS - BAXTER 1/4X3 PWRLAG-GGP HARDWARE 230-5200-42220	07/08/2022 pziemer REPAIR & MAINT	08/03/2022	15.99 15.99	0.00	Paid	Y 08/03/2022
78046 72539	MENARDS - BAXTER DRIVEWAY MARKER, POOL SHOCK, TAPE-MM 230-5200-42220	07/07/2022 pziemer REPAIR & MAINT	08/03/2022	17.58 17.58	0.00	Paid	Y 08/03/2022
79752 72805	MENARDS - BAXTER TIMBER SCREWS-JCP PLAYGROUND 400-9050-45530	08/01/2022 pziemer CAPITAL - OTHER	08/17/2022	188.93 188.93	0.00	Paid	Y 08/17/2022
9240986 72508	MIDWEST MACHINERY CO COOL-GARD-SHOP 230-5200-42220	07/13/2022 pziemer REPAIR & MAINT	08/03/2022	17.85 17.85	0.00	Paid	Y 08/03/2022
119687 72614	MIDWEST OVERHEAD CRANE ANNUAL INSPECTION - SHOP HOIST - LES 230-5200-42220	07/01/2022 pziemer REPAIR & MAINT	08/03/2022	442.95 442.95	0.00	Paid	Y 08/03/2022
2022259 72516	MINNESOTA/WISCONSIN PLAYGROUND TWO MEMORIAL BENCHES 230-5200-42220	07/13/2022 pziemer REPAIR & MAINT	08/03/2022	2,167.31 2,167.31	0.00	Paid	Y 08/03/2022
216578 72493	M-R SIGN CO., INC. MMP RETENTION POND - NO SWIMMING SIGN 230-5200-42220	07/01/2022 pziemer REPAIR & MAINT	08/03/2022	149.54 149.54	0.00	Paid	Y 08/03/2022
1647-133635 72669	O'REILLY AUTOMOTIVE STORES INC. MOWER - ANTI-FREEZE 230-5200-42220	07/18/2022 pziemer REPAIR & MAINT	08/03/2022	33.98 33.98	0.00	Paid	Y 08/03/2022
233789 72806	PEOPLES SECURITY ANNUAL ALARM MONITORING 230-5200-42210	07/31/2022 pziemer OPERATING SUPPLIES	08/17/2022	263.88 263.88	0.00	Paid	Y 08/17/2022
599984 72575	PQL SOFTBALL FIELD AND HOCKEY RINK LIGHT 230-5200-42221	07/20/2022 pziemer R&M-ATHLETIC FIELD MAINT	08/03/2022	293.96 293.96	0.00	Paid	Y 08/03/2022

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2572 72717	STOUT HYDROSEEDING & FERTILIZING PARK WEED & FEED PROGRAM - 2ND APPLI 400-9050-45530	07/29/2022 pziemer	08/17/2022	8,135.00 8,135.00	0.00	Paid	Y 08/17/2022
2574 72718	STOUT HYDROSEEDING & FERTILIZING WEED & FEED 2ND APP - COLLEGE DRIVE 230-5200-42220	07/29/2022 pziemer	08/17/2022	1,000.00 1,000.00	0.00	Paid	Y 08/17/2022
2491 72756	STOUT HYDROSEEDING & FERTILIZING PARK WEED & FEED -1ST APP KWP/GGP/TR 400-9050-45530	07/01/2022 pziemer	08/17/2022	8,330.00 8,330.00	0.00	Paid	Y 08/17/2022
2573 72757	STOUT HYDROSEEDING & FERTILIZING WEED & FEED 2ND APP MMP/MILLS/JCP/BA 230-5200-42221 400-9050-45530	07/29/2022 pziemer	08/17/2022	2,670.00 1,995.00 675.00	0.00	Paid	Y 08/17/2022
9911827873/PARKS 72709	VERIZON WIRELESS 6/24/22-7/23/22 PARKS DEPT PHONES 230-5200-43321	07/23/2022 pziemer	08/03/2022	86.30 86.30	0.00	Paid	Y 08/03/2022
2893685 72495	VIKING COCA COLA BOTTLING CO CONCESSIONS 230-5204-42210	07/13/2022 pziemer	08/03/2022	680.75 680.75	0.00	Paid	Y 08/03/2022
2893678 72496	VIKING COCA COLA BOTTLING CO CONCESSIONS 230-5204-42210	07/13/2022 pziemer	08/03/2022	1,011.25 1,011.25	0.00	Paid	Y 08/03/2022
2207-989229 72509	W W THOMPSON CONCRETE CONCRETE MIX - MMP X10 230-5200-42220	07/12/2022 pziemer	08/03/2022	66.50 66.50	0.00	Paid	Y 08/03/2022
27X02107 72752	WASTE PARTNERS INC JUL 22 PARKS DEPT WASTE REMOVAL 230-5200-43380	07/31/2022 pziemer	08/17/2022	930.15 930.15	0.00	Paid	Y 08/17/2022
2000837 72734	WEHRS, KRISTOPHER REFUND PARTIAL PAVILLION FEE - DID N 230-0000-34780 101-0000-20810 101-0000-20812	08/01/2022 pziemer	08/17/2022	16.19 15.00 1.03 0.08	0.00	Paid	Y 08/17/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-0000-20811	COUNTY SALES TAX		0.08			
82681596/PARKS							
72825	WEX BANK	07/31/2022	08/17/2022	2,990.30	0.00	Paid	Y
	JUL 22 PARKS FUEL	pziemer					08/17/2022
	230-5200-42212	MOTOR FUELS		2,990.30			
PCard: 2257 U.S. BANK Card Holder: PARKS							
6/30/22							
72580	COSTCO	07/01/2022	08/03/2022	25.86	0.00	Paid	Y
	CONCESSIONS - BUNS/CONDIMENTS/SCISSORS	pziemer					08/03/2022
	230-5204-42210	OPERATING SUPPLIES		25.86			
7/12/22							
72581	COSTCO	07/12/2022	08/03/2022	94.49	0.00	Paid	Y
	CONCESSIONS - BUNS, CHIPS, FRUIT SNACKS	pziemer					08/03/2022
	230-5204-42210	OPERATING SUPPLIES		94.49			
7/21/22							
72582	COSTCO	07/21/2022	08/03/2022	153.25	0.00	Paid	Y
	CONCESSIONS - BEVERAGES, HOT DOGS, BURGERS	pziemer					08/03/2022
	230-5204-42210	OPERATING SUPPLIES		153.25			
7/20/22							
72607	COSTCO	07/20/2022	08/03/2022	22.14	0.00	Paid	Y
	CONCESSIONS - BUNS	pziemer					08/03/2022
	230-5204-42210	OPERATING SUPPLIES		22.14			
7/8/22							
72606	THE UPS STORE	07/08/2022	08/03/2022	12.61	0.00	Paid	Y
	SHIPPING - RETURN FLAGPOLE PARTS, DOWN	pziemer					08/03/2022
	101-1940-42220	REPAIR & MAINT		12.61			
Total PCard: 2257 U.S. BANK Card Holder: PARKS				308.35	0.00		

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BOTH OPEN AND PAID

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

# of Invoices:	65	# Due:	5	Totals:	359,134.49	15,855.47
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					359,134.49	15,855.47

--- TOTALS BY GL DISTRIBUTION ---

101-0000-20810	STATE TAX PAYABLE	1.03
101-0000-20811	COUNTY SALES TAX	0.08
101-0000-20812	CITY TAX PAYABLE	0.08
101-1940-42220	REPAIR & MAINT	12.61
230-0000-34780	PARK PAVILION FEES	15.00
230-5200-42210	OPERATING SUPPLIES	419.88
230-5200-42212	MOTOR FUELS	2,990.30
230-5200-42220	REPAIR & MAINT	17,703.71
230-5200-42221	R&M-ATHLETIC FIELD MAINT	3,383.10
230-5200-42240	SMALL TOOLS	22.49
230-5200-43309	COMPUTER TECHNICAL SUPPORT	809.60
230-5200-43321	TELEPHONE	378.04
230-5200-43331	LEASE PAYMENTS	2,034.69
230-5200-43380	UTILITIES	963.52
230-5200-43381	BPU UTILITIES	28,020.84
230-5200-43410	RENTAL EXPENSE	530.00
230-5204-42210	OPERATING SUPPLIES	2,116.35
230-5212-42210	OPERATING SUPPLIES	55.66
230-5215-42210	OPERATING SUPPLIES	260.00
230-5280-43321	TELEPHONE	208.15
230-5280-43380	UTILITIES	1,275.71
400-9050-45510	CAPITAL - LAND	7,921.40
400-9050-45530	CAPITAL - OTHER	21,800.13
401-9030-45530-21:16	CAPITAL-PYMTS TO CONTRACTS	268,212.12

--- TOTALS BY FUND ---

101 - GENERAL FUND	13.80	0.00
230 - PARK & RECREATION FUND	61,187.04	15,855.47
400 - CAPITAL PROJECTS FUND	29,721.53	0.00
401 - CONSTRUCTION FUND	268,212.12	0.00

--- TOTALS BY DEPT/ACTIVITY ---

0000 -	16.19	0.00
1940 - CITY HALL	12.61	0.00
5200 - PARK MAIN/ADMINISTRATION	57,256.17	14,647.30
5204 - CONCESSIONS	2,116.35	0.00
5212 - KICKBALL PROGRAM	55.66	0.00
5215 - ADULT SOFTBALL	260.00	260.00
5280 - CAMPGROUND	1,483.86	948.17
9030 - CONSTRUCTION PROJ-MISC	268,212.12	0.00
9050 - CAPITAL PROJECTS-MISC	29,721.53	0.00

As of July 31, 2022

	Park Maintenance		Pond Hockey		Outdoor Rinks		Concessions		Tournaments		Special Events	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Taxes and Penalties	35,000	19,011	-	-	-	-	-	-	-	-	-	-
Total Rev fr Other Gov'ts	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services - User Fees	11,500	7,144	1,500	308	-	-	45,000	20,927	2,500	55	1,000	1,244
Other Revenue												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Public Utility Electric Sales	65,000	35,062	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	4,740	-	-	-	-	-	-	-	-	-	-
Misc. Program Revenue	1,000	-	-	-	-	-	-	-	-	-	-	-
Misc. Revenue	1,000	485	-	-	-	-	-	-	-	-	-	-
Total Charges for Services	67,000	40,287	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	113,500	66,441	1,500	308	-	-	45,000	20,927	2,500	55	1,000	1,244
Total Personal Services	751,649	414,637	446	135	8,005	12,369	16,431	6,790	-	1,603	-	2,356
Supplies												
Office and Operating Supplies	5,750	3,641	500	340	250	31	27,500	18,763	2,000	-	2,000	716
Motor Fuels	15,000	10,906	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	55,000	25,865	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance - Athletic Field	5,000	8,971	-	-	-	-	-	-	-	-	-	-
Small Tools	800	383	-	-	-	-	-	-	-	-	-	-
Total Supplies	81,550	49,766	500	340	250	31	27,500	18,763	2,000	-	2,000	716
Services												
Professional Services	18,000	11,750	-	-	-	-	-	-	-	-	-	-
Computer Technical Support	4,000	13,090	-	-	-	-	-	-	-	-	-	-
Telephone	2,580	1,467	-	-	-	-	-	-	-	-	-	-
Postage	500	94	-	-	-	-	-	-	-	-	-	-
Professional Development	1,000	20	-	-	-	-	-	-	-	-	-	-
Lease Payments	29,125	16,474	-	-	-	-	-	-	-	-	-	-
Printing/Legal Publications	1,000	436	-	-	-	-	-	-	-	-	-	-
Insurance	44,248	18,902	-	-	-	-	-	-	-	-	-	-
Utilities	72,800	25,904	-	-	-	-	-	-	-	-	-	-
Rent Expense	1,500	460	-	-	-	-	-	-	-	-	-	-
Miscellaneous	2,000	257	-	-	-	-	-	-	-	-	-	-
Credit Card Fees	1,000	820	-	-	-	-	-	-	-	-	-	-
Dues and Subscriptions	1,100	222	-	-	-	-	-	-	-	-	-	-
Total Services	178,852	89,896	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	1,012,052	554,299	946	475	8,255	12,400	43,931	25,553	2,000	1,603	2,000	3,072
Other Revenue (Expenses)												
Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	(898,552)	(487,859)	554	(167)	(8,255)	(12,400)	1,069	(4,626)	500	(1,548)	(1,000)	(1,828)

As of July 31, 2022

	Kickball		Adult Softball		Campground		GRAND TOTAL	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Taxes and Penalties	-	-	-	-	-	-	35,000	19,011
Total Rev fr Other Gov'ts	-	-	-	-	-	-	-	-
Charges for Services - User Fees	3,000	690	50,000	39,200	40,000	29,005	154,500	98,572
Other Revenue								
Interest Income	-	-	-	-	-	-	-	-
Public Utility Electric Sales	-	-	-	-	-	-	65,000	35,062
Contributions & Donations	-	-	-	-	-	-	-	4,740
Misc. Program Revenue	-	-	-	-	-	-	1,000	-
Misc. Revenue	-	-	-	-	-	-	1,000	485
Total Charges for Services	-	-	-	-	-	-	67,000	40,287
TOTAL REVENUES	3,000	690	50,000	39,200	40,000	29,005	256,500	157,869
Total Personal Services	2,806	-	26,878	12,976	-	-	806,216	450,868
Supplies								
Office and Operating Supplies	600	-	14,000	7,642	500	802	53,100	31,933
Motor Fuels	-	-	-	-	-	-	15,000	10,906
Repairs & Maintenance	-	-	3,500	-	1,500	710	60,000	26,575
Repairs & Maintenance - Athletic Field	-	-	-	-	-	-	5,000	8,971
Small Tools	-	-	-	-	-	-	800	383
Total Supplies	600	-	17,500	7,642	2,000	1,512	133,900	78,769
Services								
Professional Services	-	-	-	-	-	-	18,000	11,750
Computer Technical Support	-	-	-	-	-	-	4,000	13,090
Telephone	-	-	-	-	800	673	3,380	2,140
Postage	-	-	-	-	-	-	500	94
Professional Development	-	-	-	-	-	-	1,000	20
Lease Payments	-	-	-	-	-	-	29,125	16,474
Printing/Legal Publications	-	-	-	-	100	-	1,100	436
Insurance	-	-	-	-	-	-	44,248	18,902
Utilities	-	-	-	-	3,300	264	76,100	26,169
Rent Expense	-	-	-	-	-	-	1,500	460
Miscellaneous	-	-	-	-	-	-	2,000	257
Credit Card Fees	-	-	-	-	-	-	1,000	820
Dues and Subscriptions	-	-	-	-	-	-	1,100	222
Total Services	-	-	-	-	4,200	937	183,052	90,833
TOTAL OPERATING EXPENSES	3,406	-	44,378	20,618	6,200	2,449	1,123,168	620,470
Other Revenue (Expenses)								
Sale of Assets	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	(406)	690	5,622	18,582	33,800	26,556	(866,668)	(462,601)



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: Brainerd Park Board

From: Paul Sandy, PE
Senior Project Manager

Date: August 23rd, 2022

Re: Mississippi Landing Trailhead Park
Project Update
WSB Project No. 018999

The project team appreciates this opportunity to provide this project update to the Park Board for the month of August, with an additional look-ahead to the September scheduled activities.

Work Completed

To date, the work completed on the site consists of the below items:

- Clearing and grubbing (tree removals) completed.
- Erosion and sediment controls in place.
- All removals complete in the park and street.
- Helical piles for river overlook have been drilled in place.
- Foundations for amphitheater, river overlook and learning center complete.
- Concrete slabs at amphitheater and learning center have been poured.
- Rough grading of park and roadway completed.
- Insulation of watermain, installation of water and sewer services, and hydrant relocation have been completed.
- Storm sewer installation completed in roadway. Park storm sewer stub-ins for pond remain.
- Structural steel installation on river overlook.
- Play area concrete border poured.
- Gas main lowering work week of 8/15.
- Amphitheater tiered seating block placement has begun.
- Electrical service has been installed into park.

Planned Activities

In the next month, the contractor on site will be working on the following work items:

- Continued site grading and excavation to planned project elevations and contours in park and street.
- Excavation activities at canoe/kayak launch.
- Amphitheater and learning center precast concrete column and beam erection.
- Bathroom structure foundation and block erection.
- Concrete pouring on amphitheater patios, walkways, promenade, etc.
- Street curb and gutter placement.
- Street restoration including gravel base, asphalt surfacing, topsoil, etc.
- Continued retaining wall placement within amphitheater, river steps, and hill overlook.

Project Cost Update

Below is a prepared estimate of current project costs utilizing the as-bid project cost and adding in approved change orders and pending contract amendments so that the Park Board may analyze the remaining budget to date on the project:

Original Contract Cost:	\$2,373,647.97
Park Cost (LCCMR)	\$1,856,029.50
Road Cost (City Construction Fund)	\$517,618.47
Tree Clearing (LCCMR Funded)	\$19,750.00
Change Order 1 - Precast Column and Beam Supplier Change, (LCCMR)	\$97,904.77
Change Order 2 - Block Structure Restroom Change, (LCCMR)	\$32,869.76
Change Order 3 - Administrative Quantity (Change from Measured to Plan)	\$0.00
Change Order 4 – Restroom Finish/Electrical Change from Originally Priced to Park Board Standard, (LCCMR)	\$16,889.30
Change Order 5 – Changes to Fire Hydrant/Valve Install (LCCMR)	\$2,435.90
Change Order 6 – Adding to Project Canoe/Kayak Launch (LCCMR)	\$63,685.16
Revised Park Cost (LCCMR)	\$2,089,568.39
Engineering – Original and Contract Amendment 1 (LCCMR)	\$237,498.00
Engineering – Contract Amendment 2 (LCCMR) (if approved)	\$58,000
Total LCCMR Budget	\$2,850,000.00
City MIF Cost Share (per LCCMR Grant Documentation)	\$100,000.00
Project Funds Remaining (LCCMR)	\$564,933.61

Colored Concrete

WSB staff have been working closely with the contractor on the selection of colors for the proposed walkways, patios, and concrete slabs within the park. The proposed plans had colored concrete included however, the concern was the shading difference in the grays would not be enough to notice, especially after a few years of fading. The color schemes have been modified to provide 2-3% contrast between adjacent elements so that the coloring and patterning is well defined in the park and will continue to be well defined after a few years.

Change Orders

Change orders 4-6 have been completed and are out for signature from the contractor and city. These were authorized at the 7/26 Park Board meeting and are included in the budget summary above.



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:

August 15, 2022



Mr. Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: MLT Park – Contract Amendment No. 2
WSB Project No. 018999-000

Dear Mr. Dehn,

WSB has prepared a contract amendment for the Board's consideration that addresses additional WSB services required to construct of Mississippi Landing Trailhead Park.

PROJECT UNDERSTANDING

WSB was awarded the planning and design for MLT Park in the summer of 2021. The original request for proposal (RFP), by design, was relatively vague as it pertained to how the park project design would be developed. With the use of a Project Management Team (PMT), bi-monthly meetings were held in excess of 4 months to master plan and provide a vision for the park as a part of the preliminary design phase. The original plan, as part of the proposal submitted by WSB, was to finish these PMT meetings in November 2021. There was an extended engagement process during that preliminary design phase (into March 2022) to ensure the proposed improvements aligned with the PMT's vision and goals for the project. As a result, the complexity of the design for the park improvements increased, providing more detail and context for final design of the project.

This process required significant additional preliminary and final design work beyond what was originally scoped for the project. However, these services were extremely important to the project's overall success and to garner support from the PMT and Park Board from the onset of the design on the project. It is also noted that, due to the amount of work that went in during the concept and preliminary design phase of this project, it is likely that the project construction costs were driven down due to the amount of detail and decision making that was completed up front.

Consultants proposing on MLT Park design were required to submit an estimate for construction observation, materials testing, and project management costs for a project that was still in its conceptual phase, and had not gone through the PMT, preliminary, or final design processes. The construction observation, materials testing, survey and construction project management costs were estimated based on the original SEH conceptual layout which included: standard finishes, stick built buildings, and other park elements as outlined in the concept drawing.

Due to the extensive project planning work, many of the proposed park finishes and park elements increased in complexity, which increases the number of submittal and reviews (construction project management tasks), materials testing, and level of necessary inspection required to complete the project in accordance with the contract and specifications. Construction observation needs are also determined, in part, by: the contractors' operations, the contractor's plans for staging to execute the work, crew size and the number of crews working concurrently, and what kind of production rates are being realized. This, along with changes made to the bathroom structure during construction (due to lead times on a prefabricated structure) have led to an overall need to increase project management and construction observation hours, survey staking and materials testing for the construction phase of the project.

JUSTIFICATION

Construction Observation

Construction Progress – In our original proposal WSB assumed that active construction would take place over 13 weeks and that WSB would be on-site inspecting for 20 hours per week, based on the original concept plans for the park prepared by SEH and included with the City's Request for Proposals. To date, we have been able to complete all the required inspection tasks with less than 20 hours per week on-site average. However, construction began on June 6th and now we are into our 10th week of construction and the project is only 20% complete. The Contractor's progress on this project has been affected by many things, including weather and supply chain issues, and is extending beyond what we had assumed for project duration when WSB submitted its proposal for the work.

Restroom Facility - At the start of construction it was determined that the prefabricated restroom facilities that were bid as a part of the original plan had extended lead times due to supply chain issues. As a result, the Park Board elected to move forward with a block-built structure with Park Board approved standard finishes. While the observation time for a placement of a prefabricated building and subsequent connections would have been minimal, the proposed block building that we are now moving forward with will require substantially more inspections and tests by WSB construction staff.

Amphitheater and Learning Center - In our original proposal, WSB assumed stick-built structures at the park, the amphitheater and learning center (given the relative scale and size of these structures) and using the SEH concept plan. Through visioning, preliminary, and final design, the size of these structures grew, and it was concluded that these structures would need to be built with structural precast concrete rather than stick-built, which requires a much more detailed structural inspection procedure than a stick-built structure. This also drastically changes the foundation design on these buildings, which in-turn increases the amount of construction observation necessary when the foundations are being constructed, including rebar inspections and concrete pour inspections.

River Overlook - In the original SEH provided conceptual drawing, the plan for the river overlook was to construct an at-grade retaining wall structure that would sit on the bank of the river. Through the design process, this structure was changed to a cantilever-type bridge structure, which required two large structural foundations with helical piles, structural steel, and a monolithic poured concrete slab. This change in design, while providing enhanced proximity to the river for enjoyment by the community, creates greater inspection and testing needs than originally scoped or planned with the at-grade retaining wall structure. These inspections included detailed helical pile inspections, concrete foundation and rebar inspections, structural steel inspections, and concrete deck inspections.

Colored Concrete Patterning and Exposed Aggregate – A concrete color patterning is proposed for the promenade that will require substantially more pouring days than originally scoped. Exposed aggregate walks, which were also chosen for use with the project, are time consuming and will also require substantially more pouring days than originally scoped. The contractor will be able to pour around 30 cubic yards a day on a high production day, which will increase the number of pours and subsequent observation time that will be needed to ensure the product meets plans and specifications. The original SEH concept drawing did not outline the amount of colored concrete, exposed aggregate concrete, or other high-quality walk finishes that would eventually be incorporated into this project.

With the complexity of the park features we had to bring in a higher-level inspector that could cover things like steel and masonry inspections. This has increased our inspection billing rate from what was originally planned by reviewing the concept design from \$82/hr to \$120/hr.

Total Estimated Fee for Additional Services: \$30,000*

*Note: Original budget assumed 13 weeks of inspection during active construction at 20 hours per week. This project has required a higher-level inspector to be active on site due to the added complexity and detail of the project. The project duration is expected to last through October of 2022, with restoration

work planned for 2023 (i.e. seeding, landscaping, etc.). The additional fee is assumed for an additional 13 weeks @ 20 hours/week of active construction with a higher-level inspector. This is an estimate of costs, and WSB will only bill for actual hours spent on-site.

Construction Materials Testing

The original scope and cost estimates for construction materials testing was based on the SEH conceptual design. This concept was smaller in scope than the final design visioned by the PMT and includes many more high-quality finishes than originally indicated in the concept plans such as exposed aggregate and colored concrete.

To-date the contractor has been pouring about 15 CY per pour. WSB has collected nine (9) concrete tests to-date, and we estimate a minimum of 30 more concrete tests to complete the project. These test cost \$100 per test plus delivery time to get the samples to the lab.

Additionally, due to the coloring in the concrete, there have been several issues with the concrete that has been delivered to the site thus far. Nearly half of the air tests completed on the first truck of a pour have come back with failing air content values. This means taking several air tests each pour and verify that adjustments have been applied to all following loads.

Total Estimated Fee for Additional Services: \$10,000*

*Note: This is an estimate of the increased testing services to complete the project including field concrete testing, concrete cylinder compressive strength, concrete reinforcement inspections, compaction testing including proctors and nuclear density gauges, and any other testing needs to ensure contract compliance. The original assumptions in the Schedule of Materials Control assumed 16 concrete pours. Materials testing is dependent on contractors means and methods of construction, and estimated testing frequencies are based upon similar projects.

Project Management

Many of the elements that were visioned and incorporated into the final design of the park require a much more substantial shop drawing and submittal review than originally scoped in the WSB proposal for services:

Restroom Facility – With changes from a precast facility (that was specified in the proposal) to a block-built structure with Park Board standard finishes, the number of submittals received by WSB has increased, and subsequently, the amount of time for review by functional groups has increased due to this change.

River Overlook – Given the complex design of this structure being more like a bridge (rather than at-grade block structure in the original concept design), the number of submittals needing to be reviewed by the WSB structural group has increased from the original scope.

Amphitheater and Learning Center Precast – The number of submittals and time reviewing the precast structural elements that were not a part of the original scope of services based on the assumption of stick-built structures, has increased the time and effort of WSB functional groups and sub-consultants in the submittal review and approval process.

Contract Changes – The amount of contract changes on the project (i.e., precast vendors and block-built restroom structure) has increased the amount of time being spent issuing change orders, reviewing contractor pricing, and getting appropriate approvals than was originally anticipated in WSB's scope of work. Material procurement challenges due to dynamic supply chain issues play a large part in this.

Surveying – With the added complexity of all the park features it has required our survey staff to provide a lot more points for the contractor to work from. Additionally, they have had to come out to the site several times to stake the same points because there isn't enough space on the site for the contractor work around the stakes. Originally, WSB budgeted a survey crew at \$207/hr which gave WSB 10 site

visits. Currently we have been averaging a visit once every other week and are up to 6 visits with most of the sidewalk and road work left to complete.

Total Estimated Fee for Additional Services: \$18,000*

*Note: This assumes an additional 10 hours per week for the anticipated duration of the active construction schedule for project management duties such as responding to Requests for Information from the contractor, issuing pay applications, reporting progress to the Park Board, reviewing submittals, and all other duties to effectively deliver a complex project such as this.

PROPOSED FEE FOR SERVICES

WSB original fee for services for Construction Observation, Construction Materials Testing and Project Management can be seen below, along with proposed budgets based on the additional services necessary to provide the necessary construction management services for the project. A summary of the original budget and proposed budget can be seen below.

	Original Budget	Proposed Budget
Construction Observation	\$20,500	\$50,500
Construction Materials Testing	\$16,159	\$26,159
Project Management	\$15,221	\$33,221
Totals	\$51,880	\$109,880

WSB is proposing a contract amendment fee due to these project changes in the amount of \$58,000. This proposal letter represents our understanding of the proposed amended project scope. If you are in agreement with the fee and scope of services as detailed above, WSB will prepare an Amendment to our existing Professional Services Agreement (PSA) for the project.

We very much appreciate our partnership and this opportunity to support you and your team regarding this project. If you have any questions, please don't hesitate to contact me.

Sincerely,
WSB



Matt Indihar, PE
Senior Project Engineer



Monica Heil
Vice President of Municipal Services

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 10th day of September 2021, by and between the City of Brainerd with an address of 501 Laurel Street, Brainerd, Minnesota 56401 ("Client"), and WSB & Associates, Inc. dba WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

**SECTION 1 / GENERAL CONTRACT TERMS
AND CONDITIONS**

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- ☒ Exhibit A General Contract Provisions
- ☒ Exhibit B Scope of Work
- ☒ Exhibit C Compensation
- ☒ Exhibit D Insurance Schedule
- ☒ Exhibit E Rate Schedule
- ☒ Exhibit F Client Responsibilities
- ☐ Exhibit G Special Conditions

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement.

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: CITY OF BRAINERD

ADDRESS: 501 LAUREL STREET
BRAINERD, MN 56401

CONSULTANT: WSB & ASSOCIATES, INC.
dba WSB
ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: *Paul Sandy*
NAME: Paul Sandy
TITLE: City Engineer / Interim
Public Works Director

BY: *Monica Heil*
NAME: Monica Heil
TITLE: Vice President of Municipal Services

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, 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 hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

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

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**EXHIBIT B
SCOPE OF WORK
MISSISSIPPI TRAILHEAD LANDING (MLT) PARK**

The Client intends to retain Consultant to provide general engineering and other related professional services for the development of the Mississippi Landing Trailhead (MLT) Park, located south of the North Star Apartments on East River Road. The Scope of Services are outlined below.

ARTICLE B.1 – SCOPE OF SERVICES

B.1.1 Project Kickoff Meeting with Project Management Team (PMT).

The general purpose of the kickoff meeting is to familiarize the Consultant with the PMT and establish a detailed schedule of meetings and project milestones. Establishing those early on will make certain that the project stays on schedule and within budget. Consultant proposes to meet with the PMT either in person or virtually once per month at a minimum, but ideally twice per month to keep the project on schedule.

B.1.2 Topographic Survey.

Consultant will obtain topographic data of all existing site features will be collected and include surface data, utilities, trees, and any other features on site. Utilities in the project area will be located and marked through the Gopher State One Call process. All other city-owned utilities will need to be located by Client and provided to Consultant. Any available record drawings will also be used to prepare survey base files.

B.1.3 LCCMR Funding.

Consultant will assist the city in administering, annual reporting and disbursement of the LCCMR funds allocated for this project. Consultant will work with Client to submit annual or semiannual progress reports, necessary amendment process modifications to the approved work plan and budget expenditures to the LCCMR throughout the duration of the project. A final report will be required to be submitted to the LCCMR at closing of the project. This will include all budget expenditures from the LCCMR funding and required matching funds from Client.

B.1.4 Concept Design.

Consultant will develop conceptual plans that build off of the existing master plan for the proposed park and present these layouts to the PMT at meetings held early in the process. By initiating these regular meetings, the risk of re-work or re-design is minimized. It will be critical to collaborate with the PMT to gain their input and make decisions to keep the design process moving forward and on budget.

B.1.5 Preliminary Design.

As decisions are made on the conceptual design, Consultant will develop preliminary design and cost estimates. Having cost estimates will assist the PMT in decision making as some decisions may be based on project budget.

B.1.6 Final Design.

Consultant's goal will be to have the preliminary design completed by the end of November 2021 to allow adequate time to develop the final bidding documents that will be advertised in late January for a bid opening in February.

Consultant will provide services for bidding assistance including the following:

- Consultant will package these projects together and bid as one large project to reduce overlap / duplication of design services thus reducing overall project costs.
- Prepare advertisement for bids (publication fees will be billed as an additional expense).
- Coordinate online plan set for availability to Contractors through Quest.
- Answer Contractors questions during bidding, and issue addenda as necessary.
- Consultant will attend and facilitate the bid opening.
- Prepare tabulation of bids for city review.
- Prepare letter of recommendation for contract award.

- Project Team Meeting to review bids and plan for construction.
- City Council Approval of Bid (Consultant will not attend council meeting).

B.1.7 Environmental & Permitting.

Consultant will coordinate environmental and permitting activities including:

- USACE Section 404 permit (there is a Nationwide Permit for recreational activities that the project would fall under if the impacts are <0.5 acre)
- DNR public waters work permit may be needed for the stairs and overlook. The DNR should be consulted regarding the shoreline improvements with regard to invasive species removal and native species planting
 - Canoe launch/boat ramp: permit not required if the following conditions are met:
 - Ramp can be up to thirty-six feet wide and thirty feet waterward of the shoreline or into a water depth of 4 feet, whichever is less.
 - Up to eighty cubic yards of fill consisting of crushed rock, gravel, clean sand, or small stone is allowed.
 - Up to 200 cubic yards of excavation is allowed.
 - The use of coffer dams constructed of metal sheet piling or other portable materials is allowed to construct and maintain public boat launching ramps if all materials are completely removed from public waters within thirty days of completion of the project.

B.1.8 Acquisition Services.

Consultant will work with properties owners to acquire the necessary property needed for the park. A subconsultant will be used for appraisals on the property to be acquired. Consultant will prepare early notification letters, offer letters and conveyance documents. Consultant will meet with owners to present the offers if needed. If property owners are not available to meet in person, offer letters will be sent by certified mail.

Consultant will deliver signed conveyance documents to Client along with payment requests.

Consultant will prepare sketch and descriptions as needed to complete the acquisition.

B.1.9 Construction Services.

Upon receiving Park Board approval of the lowest successful bidder, Consultant will begin drafting contract documents.

Consultant will conduct a pre-construction meeting including preparing and distributing meeting notes to all attendees.

Consultant will review submittals and shop drawings in accordance with Contract Documents, answer contractor questions and provide design intent and/or clarification for any issues that may arise during the project, and review pay applications prepared by contractor and make payment recommendations. In the event of changed conditions during the project, Consultant will prepare and distribute any necessary change orders to expedite the work in the field.

Consultant intends to provide part-time construction observation on the project; approximately twenty (20) hours per week of observation time during weeks of active site work (approximately 13 weeks) including: utility inspections, materials testing, staking, construction observation, pay apps, and shop dwg review.

Bi-weekly construction meetings will be held throughout construction to make certain there is adequate communication regarding scheduling and phasing and the project aligns with the visions of the city as well as maintenance staff.

Consultant will attend monthly park board meetings and provide project updates to the Park Board and seek approval of pay applications and any change orders, as well as be in regular contact with city staff for all construction related items and decisions needed.

Upon substantial completion of the project, Consultant along with architectural subconsultant, will

perform site inspections to generate punch lists. Consultant will work with the contractors to complete the punch list items prior to the final payment application.

B.1.10 Geotechnical Investigation.

Approximately seven (7) standard penetration borings will be completed at various locations across the site and at all building/structure locations using a drill rig. Consultant will coordinate with Gopher State One Call (GSOC) to clear all utilities in the project area. Each boring will be located in the field prior to drilling and located during the topographic survey to have elevation data assigned to each boring. All boring holes will be sealed as required by the Minnesota Department of Health.

A geotechnical report will be prepared summarizing the findings of the subsurface exploration. For each soil boring, the soils will be classified, provide a measured depth to groundwater and have a N-value assigned to the soil type to be used for any structural design. The geotechnical report will discuss allowable soil bearing capacity, potential settlement, foundations, provide pavement sections and estimate infiltration rates of the soils.

B.1.11 Architectural.

Consultant assumes that all architectural features on the site would be wood framed buildings with finishes meeting the standards being developed by the park board. Changes to the structure types could affect the design fees for the architectural subconsultants.

B.1.12 Construction Material Testing.

Consultant will provide construction material testing during the construction phase of the project including special inspections for buildings and structures.

ARTICLE B.2 – SCOPE OF ADDITIONAL SERVICES

Additional services may be added to this Agreement upon approval via amendment executed by Client and Consultant.

**EXHIBIT C
COMPENSATION
MISSISSIPPI TRAILHEAD LANDING (MLT) PARK**

The Client shall pay the Consultant for Basic Services rendered on an hourly basis, estimated in the amount of \$ 229,500 as mutually agreed to and deemed fair and reasonable for the particular work to be performed.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2021 and will remain in effect for services rendered through December 31, 2021.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

ARTICLE C.1 – PROJECT COMPENSATION

Compensation for the scope of services as outlined in Exhibit B is detailed in below. The estimated fees will not be exceeded without client authorization.

Topographic Survey	\$3,500
Funding – LCCMR	\$7,100
Concept Design	\$16,300
Preliminary Design	\$20,500
Final Design	\$41,500
Environmental & Permitting	\$3,300
Acquisition	\$8,500
Construction Services	\$44,800
Geotechnical	\$6,900
Architectural*	\$61,000
Construction Materials Testing (CMT)	\$16,100
TOTAL	\$229,500

ARTICLE C.2 – INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client at the Consultant's cost with no markup.

ARTICLE C.3 – PAYMENT FOR REVISIONS OR OTHER WORK

If the Client directs that revisions be made to the plans and specifications following approval of the plans and specifications by the Client or if the City Council directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee. The Consultant shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

ARTICLE C.4 – RECEIPT OF PAYMENT

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Client shall pay Consultant upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included.

ARTICLE C.5 – EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$4,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Each Occurrence	\$2,000,000
	Damage to Rented Premises	\$100,000
	Medical Expenses (Any one person)	\$25,000

AUTOMOBILE LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$2,000,000

UMBRELLA

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$10,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY

Broker:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

EXHIBIT E

2021 Rate Schedule



Billing Rate/Hour	
PRINCIPAL ASSOCIATE	\$154 - \$197
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$154 - \$197
PROJECT MANAGER	\$137 - \$152
PROJECT ENGINEER GRADUATE ENGINEER	\$92 - \$150
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$59 - \$148
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$71 - \$152
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$59 - \$147
PLANNER SR. PLANNER	\$71 - \$152
GIS SPECIALIST SR. GIS SPECIALIST	\$71 - \$152
CONSTRUCTION OBSERVER	\$95 - \$121
SURVEY	
One-Person Crew	\$152
Two-Person Crew	\$199
Three-Person Crew	\$214
OFFICE TECHNICIAN	\$54 - \$95

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.

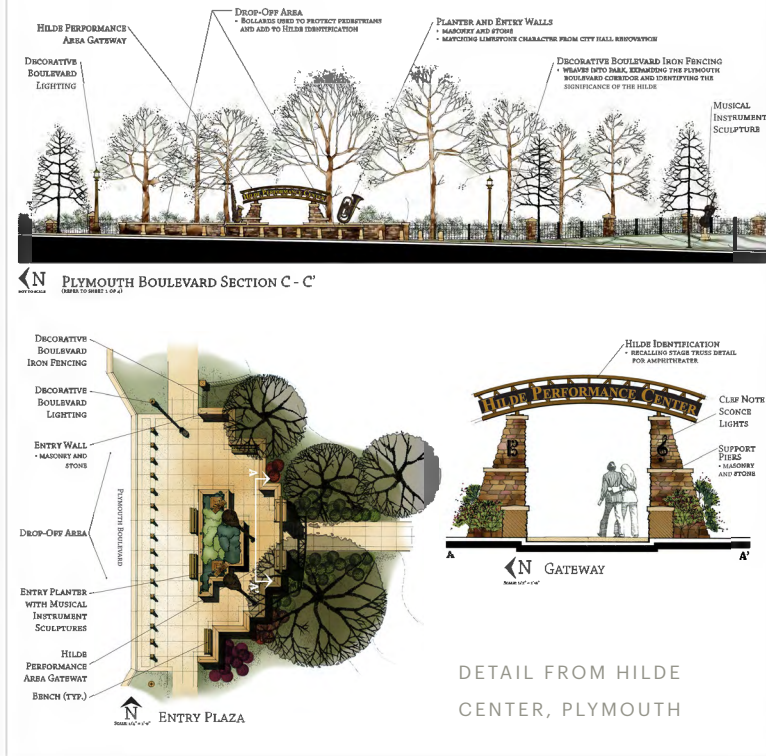
Site Analysis

After a notice to proceed, WSB will mobilize our field staff to the site to complete the topographic survey and geotechnical exploration. Any available record drawings will also be used to prepare survey base files. Topographic data of all existing site features will be collected and include surface data, utilities, trees, and any other features on site. Utilities in the project area will be located and marked through the Gopher State One Call process. All other city-owned utilities will need to be located by the City of Brainerd and provided to our team.

Approximately seven standard penetration borings will be completed at various locations across the site and at all building/structure locations using WSB's drill rig. WSB will coordinate with Gopher State One Call (GSOC) to clear all utilities in the project area. Each boring will be located in the field prior to drilling and located during the topographic survey to have elevation data assigned to each boring. All boring holes will be sealed as required by the Minnesota Department of Health.

A geotechnical report will be prepared summarizing the findings of the subsurface exploration. For each soil boring, the soils will be classified, provide a measured depth to groundwater and have a N-value assigned to the soil type to be used for any structural design. The geotechnical report will discuss allowable soil bearing capacity, potential settlement, foundations, provide pavement sections and estimate infiltration rates of the soils.

The data obtained from the subsurface soil information is critical when designing the site and buildings. Knowing this information ahead of the design allows us to design around any known soil issues and minimize risk to the city; potentially saving on costs during construction by not having change orders.



Design

WSB will develop conceptual plans that build off of the existing master plan for the proposed park and present these layouts to the PMT at meetings held early in the process. By initiating these regular meetings, the risk of re-work or re-design is minimized. It will be critical to collaborate with the PMT to gain their input and make decisions to keep the design process moving forward and on budget.

As decisions are made on the conceptual design, WSB will develop preliminary design and cost estimates. Having cost estimates will assist the PMT in decision making as some decisions may be based on project budget.

Our goal would be to have the preliminary design completed by the end of November 2021 to allow us adequate time to develop the final bidding documents that will be advertised in late January for a bid opening in February. Bidding in February for 2022 construction projects should provide the most cost-effective contract bid prices.

With few details available in the RFP, we assumed that all architectural features on the site would be wood framed buildings with finishes meeting the standards being developed by the park board. Changes to the structure types could affect the design fees for the architectural subconsultants.



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY	Action Requested:	☐ Direction Requested
☐ CONSENT AGENDA	☐ Approve/Deny Motion	☐ Discussion Item
☐ P&F COMMITTEE	☐ Adopt Resolution	☐ Hold Public Hearing*
☐ SPW COMMITTEE	(attach draft) *provide copy of published hearing notice	☐ Ordinance 1 st Reading
☐ MAIN AGENDA		

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 ARPA Fund Options

Option 1 Items from Facilities Assessment Lum Park Option	
Project	Cost
Lum Park	\$ 495,919.20
Total	\$ 495,919.20
Items Included Surfacing & Shoreline Access Playground Restrooms Bathhouse Fishing Pier Access Irrigation & Plumbing Electrical Upgrades	

Option 2 Items from Facilities Assessment Gregory (Warming House)/Memorial/Buster Option	
Project	Cost
Buster Park	\$ 14,864.40
Gregory Park	\$ 184,471.20
Gregory Warming House	\$ 230,169.60
Memorial Park	\$ 73,269.60
Total	\$ 502,774.80
Items Included Surfacing & Walks Playground Restrooms Gregory Warming House Buster Pavilion Plumbing & Heating Electrical Upgrades	

Option 3 Items from Facilities Assessment Gregory/Kiwanis/Memorial Option	
Project	Cost
Gregory Park	\$ 247,287.60
Kiwanis Park	\$ 205,425.60
Memorial Park	\$ 73,269.60
Total	\$ 525,982.80
Items Included Surfacing & Walks Playground Restrooms Gregory Bandstand Kiwanis Fishing Pier Access Plumbing & Heating Electrical Upgrades	

Option 4 Items from Facilities Assessment Bane/Bufalo Hills/Buster/Gregory/Jaycees Option	
Project	Cost
Bane Park	\$ 59,172.00
Buffalo Hills Park	\$ 82,917.60
Buster Park	\$ 14,864.40
Gregory Park	\$ 247,287.60
Jaycees Park	\$ 71,928.00
Total	\$ 476,169.60
Items Included Surfacing & Walks Playground Restrooms Gregory Bandstand Buffalo Hills Playground/ADA Equip Buster Pavilion Plumbing & Heating Electrical Upgrades	

Option 5 High-Priority Items from Facilities Assessment All Parks	
Project	Cost
Bane Park	\$ 45,266.40
Buffalo Hills Park	\$ 36,596.40
Buster Park	\$ 958.80
Gregory Park	\$ 77,106.00
Jaycees Park	\$ 15,631.20
Kiwanis Park	\$ 175,215.60
Lum Park	\$ 235,635.60
Total	\$ 586,410.00
Items Included Bituminous Surfacing Rehab Playground Restrooms Electrical Upgrades	

Option 6 Kiwanis Fishing Pier Gregory Warming House	
Project	Cost
Fishing Pier	\$ 350,000.00
Warming House	\$ 230,169.60
Total	\$ 580,169.60

Option 7 Memorial Park Rehabilitation	
Project	Cost
Softball Field Lighting	\$ 400,000.00
Facilities Assessment	\$ 73,269.60
Total	\$ 473,269.60

Option 8 Construct 2023 Capital Improvement Plan Move all following years ahead 1 year	
Project	Cost
Buffalo Hills Parking Lot	\$ 250,000.00
Buster Standard Sign	\$ 25,000.00
Memorial Park Parking Lot	\$ 150,000.00
Triangle Park Shade Structure	\$ 10,000.00
Total	\$ 435,000.00

Option 9 Advance 2024-2025 Capital Improvement Plan Move all following years ahead 2 years	
Project	Cost
Bane Playground	\$ 80,000.00
Buffalo Hills Swingset	\$ 5,000.00
Lum Beach Construction	\$ 100,000.00
Memorial Ph II	\$ 140,000.00
Mills Field Fencing	\$ 50,000.00
Jaycees Scoreboard	\$ 11,000.00
O'Brien Playground	\$ 30,000.00
O'Brien Shade Structure	\$ 10,000.00
Total	\$ 426,000.00



Brainerd Park Board Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY	Action Requested:	☐ Direction Requested
☐ CONSENT AGENDA	☐ Approve/Deny Motion	☐ Discussion Item
☐ P&F COMMITTEE	☐ Adopt Resolution	☐ Hold Public Hearing*
☐ SPW COMMITTEE	(attach draft) <i>*provide copy of published hearing notice</i>	☐ Ordinance 1 st Reading
☐ MAIN AGENDA		

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

August 23, 2022 PARK BOARD MEETING

Recreation Report

Summer Adult Sports Champions

MS1 Champions Woods 2 Water



Women's Gold Division Champions: 9th ST. Social Club



Women's Silver Division Champions: Up Town Girls



Fall Adult Sports

Monday Adult Kickball 10 teams

Tuesday Lower Men's Softball 9 teams

Wednesday Upper Men's Softball 6 teams

Thursday Coed Softball 9 teams

The Last Dance of Summer – August 27, 2022

9 a.m. – 6 p.m. Coed Softball Tournament Registration is open

9 a.m. – TBD Doubles Pickleball Tournament Registration is open

2 p.m. – TBD Coed Grass Volleyball Tournament Registration is open

12:00 p.m. – 3 p.m. Skatepark Pop-Up Park & Booth will be stationed on small pond hockey rink/basketball court in lieu of 3 on 3 youth basketball tournament due to basketball standards being still damaged/unrepaired.

12:00- 2:30 p.m. CLC baseball vs. Brainerd Bees exhibition game

6:30 – 10:00 p.m. Disco Roller Skate will take place on large pond hockey rink (lights & music) Bring your own skates!

8:30 -10:00 p.m. Movie in the Park – Grease! (Thank you, Junior Jaycees, for lending us the screen!)

Save the Date: Great Pumpkin Festival – October 15, 2022, 1 – 4 p.m.

Parks Maintenance Report

- Fixed basketball station for temporary use
- Constructing border timbers for JCP playground
- Spraying for bees at miscellaneous parks
- Mowed & trimmed N. 10th retaining pond fenceline
- Finished border on new JCP playground
- Weeded planter and removed overgrowth on N. 6th
- Landscaping border at JCP
- Fixed timing issue at splash pad
- Put memorial brick in at splash pad
- Placed a mutt mitt container and sign at Triangle Park
- Cut and removed hazard branch at O'Brien Park
- Removed shrubs from N. 6th sidewalk
- Cut out large tree that took out pier on river at Kiwanis. Got it back floating level. Preparing & planning its removal from the river. DNR instructed not to help but to give advice
- Prepped for Ski Loons
- Prepped for Smiles on Sippi
- Removed graffiti from coll. Bridge
- Trimmed trees
- Removed some stumps
- Repaired Toro mower
- Repaired x-mark
- Getting estimates on field lights
- Planted memorial bush
- Hauled more fill to playground
- Cut rebar for border at JCP
- Got aggrilyme for softball fields
- Getting evidence & estimates for police on vandalism cases
- Prepared Equinox for trade-in
- Ordered door stickers for vehicles
- Fixed broken board on pier at Lum Park
- Planted memorial tree, changed plaque and location due to vandalism
- Fixed vandalized kiosk at Lum Park
- Sprayed weeds in parking lot shop
- Watering trees