

PARK BOARD

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, 2nd Floor Conference Room
Tuesday, February 7, 2023, @ 4:00pm

The public is invited to attend this meeting in person

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

2. **Roll Call**

___ J. Miller ___ K. Schaefer ___ A. Shipe ___ K. Yeager
___ T. Rushmeyer

3. **Approval Of Agenda**

4. **Unfinished Business**

A. **Approve 2023 Updated Park Board Meeting Schedule**

Documents:

2023-02-07 Agenda Request Park Meeting Schedule.pdf

B. **Approve Widseth Design Agreement**

Documents:

2023-02-07 - Approve Widseth Design Agreement.pdf

C. **Master Park Planning**

Documents:

2023-02-07 Agenda Request Master Park Planning.pdf

5. **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"



Brainerd Park Board Agenda Request

MEETING DATE: February 7, 2023

TITLE OF ITEM: Approve 2023 Updated Park Board Meeting Schedule

ACTION: Action Requested

ACTION REQUESTED: Direction Requested

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE:

Staff is requesting Park Board approve the attached schedule for special Park Board meetings to discuss master planning and capital planning.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

[Click to enter text](#)

RECOMMENDED ACTION/MOTION:

Staff recommends approving the attached proposed meeting schedule.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)

2023 Park Board Meeting Schedule

Brainerd Parks and Recreation Department

All meetings are scheduled at 4:00 p.m. unless otherwise notified.

Wednesday, **February 15**- 2nd Floor Conference Room
MLT Park Discussion with original Planning committee (Remaining LCCMR Funds,
Memorial Benches/Trees, Grand Opening/Ribbon Cutting)

Monday, **February 27- 6:00pm**
Joint Workshop Park Board and City Council

Tuesday, **February 28**- Regular Park Board Meeting

Tuesday, **March 14**- 2nd Floor Conference Room
Master Park Planning (Gustafson, Hitch-Wayne, Evergreen Landing)

Tuesday, **March 28**- Regular Park Board Meeting

Tuesday, **April 11**- 2nd Floor Conference Room
Master Park Planning (Trailside, O'Brien)

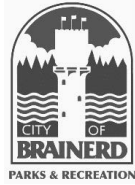
Tuesday, **April 25**- Regular Park Board Meeting

Tuesday, **May 9**- Capital Planning 2nd Floor Conference Room

Tuesday, **May 23**- Regular Park Board Meeting

Tuesday, **June 13**- Capital Planning 2nd Floor Conference Room

Tuesday, **June 27**- Regular Park Board Meeting



Brainerd Park Board Agenda Request

MEETING DATE: February 7, 2023

TITLE OF ITEM: Approve Widseth Design Agreement

ACTION: Action Requested

ACTION REQUESTED: Direction Requested

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE:

Staff is requesting Park Board approve the designs on three ARPA projects from Widseth.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

To prepare a set of bidding documents for 3 of the 4 ARPA projects, staff requested a proposal from Widseth for Landscape Architectural services. The proposal includes a scoping discussion with the Park Board to discuss general scope of the projects and any changes needed prior to preparing final design plans. The cost of the designs are as follows:

- Project 1: Jaycees Park = \$19,850 (Budgeted \$200,000)
- Project 2: Lum Park Beach = \$16,450 (Budgeted \$150,000)
- Project 3: Lum Park Campground = \$15,500 (Budgeted \$150,000)

Staff intends to complete the work related to the Kiwanis Park Tree Clearing project in-house. Due to the timing and restrictions with the Long-Eared Bat (endangered), clearing may be required to occur during the following winter season.

RECOMMENDED ACTION/MOTION:

Staff recommends approving the attached proposal from Widseth for design for the 3 ARPA projects as presented.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$51,800

Is this budgeted? (Please Explain) Costs for each design would be paid for through the allotted budget for each project.

CLIENT: City of Brainerd

PROJECT LOCATION: Brainerd, Minnesota

SERVICE REQUESTED BY: Jessie Dehn | City Engineer/Public Works Director

DATE: January 23, 2023

WIDSETH would like to thank the City of Brainerd for this opportunity to provide services for the project described below. We look forward to the opportunity to continue our work together.

PROJECTS:

Project 1: Jaycees Park

Project 2: Lum Park Beach

Project 3: Lum Park Campground

PROJECT UNDERSTANDING: The City of Brainerd wishes to contract with a consulting firm to assist with scoping/design services for the (3) projects described below. It is our understanding the City of Brainerd was successful in securing funds from ARPA to make the following improvements. This proposal describes our scope and fees associated with our professional services. Project masterplans have already been vetted with the city and we understand minimal changes will be required. This project includes a schematic design review with the city to finalize any necessary changes before final design commences. Changes or additions made outside of that schematic review will require an amendment to this proposal.

Project 1: Jaycees Park

The existing park area is 14 acres and includes existing restrooms, baseball fields, pavilion, playground and a gravel parking area. We reviewed a sketch/masterplan from the City which is the basis for this proposal showing the proposed future improvements (Attached for reference) Below is the list of improvements included in our fee to be designed as part of this contract:

1. Relocate gravel parking area
2. Pleasure ice rink
3. Update existing building facility (*roofing colors, new fixtures, new lighting, gutter locations*)
4. Centralized drainage area

Project 2: Lum Park Beach

The existing park sprawls over 38 acres. The project is focused near the existing public beach on Rice Lake. We reviewed a sketch/masterplan from the city which is the basis for this proposal showing the proposed future improvements. (Attached for reference) Below is the list of improvements included in our fee to be designed as part of this contract:

1. Update existing building facility (*roofing colors, new fixtures, new lighting, gutter locations*)
2. Add beach shower near the existing building
3. Demo a portion of the existing asphalt parking area to extend the public beach
4. Provide ADA access to the existing building
5. Provide ADA access to the existing beach
6. Provide natural surface trail to the beach, through open space from the existing parking area to the south
7. Existing retaining wall south of beach to remain. The objective is to extend the beach to a second tier on the south without moving the existing building as is feasible.

Project 3: Lum Park Campground

Located with the same park as Project 2, this project is focused on upgrades to the existing camping loop south of Lum Park Road. We reviewed a sketch/masterplan from the city which is our basis for this proposal showing the proposed future improvements. (Attached for reference) Below is the list of improvements included in our fee to be designed as part of this contract:

1. Add a gravel access road dedicated to the campground from the existing parking area of the former Parks Office to the campsites
2. Add approximately (6) pull through campsites running along the north and south of the new dedicated gravel road.
3. Upgrade existing RV site to include electric pedestals (not intended for water and sanitary sewer hook- up sites)

SCOPE OF SERVICES FOR ALL PROJECTS:

1. **Schematic Design Review:** Prior to beginning the design work discussed above, the City would like to have a design scoping meeting with the park board to vet the proposed masterplans and discuss any potential changes based on site conditions and/or budget prior to proceeding with final design. Potential design challenges affecting feasibility include, but are not limited to, the following:
 1. Project 1 - low area on the southwest end of the site with consistent flooding
 2. Project 1 – stormwater design and flat site elevations
 3. Project 2 – condition of building, site utilities, elevations, and soils
 4. Project 3 – suitability of pull-through campsites and overall layout
 5. Project 3 – road alignment in relationship to existing wetlands
2. **Final Construction Package:** The final construction package will be based on the design workshop/scoping meeting with the Parks Board and the preferred final plans for all (3) projects. The design deliverables will include the following for each of the (3) projects listed with the City providing all needed survey data:
 1. Construction Drawings (*demolition plan, site layout plan, grading plan, erosion control, stormwater design, planting plan and construction details*)
 2. Construction Specifications
 3. Construction Cost Estimate

EXCLUDED ITEMS: It is our understanding the city will provide the following project items as applicable, or the selected contractor will complete as an added design/construction service:

1. Construction Bidding
2. Construction Administration and Observation services
3. Land surveying/data collection and/or construction staking
4. Geotechnical, architectural/structural, wetland/environmental services
5. Design of off-site improvements germane to these improvements (if any)
6. Permitting
7. Mechanical/Electrical/Plumbing (MEP) plans and plan review

ESTIMATED PROFESSIONAL COSTS:

Project 1: Jaycees Park
Project 2: Lum Park Beach
Project 3: Lum Park Campground

WIDSETH LABOR & EXPENSES

\$ 19,850.00
\$ 16,450.00
\$ 15,500.00

TIME SCHEDULE FOR SERVICES: Complete plans and supporting documents for bidding this spring.

BILLING METHOD:

☐ Hourly
☐ Percentage
☒ Lump Sum
☐ Other

BILLING SCHEDULE:

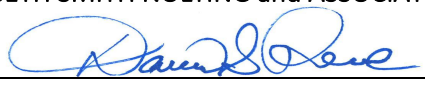
☒ Monthly
☐ Phased
☐ Upon Completion

REMARKS: Billing to be on a lump sum basis and per the attached General Provisions. WIDSETH will not exceed stated cost without additional authorization from client.

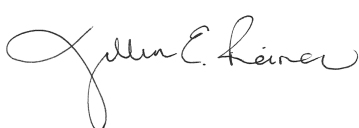
WIDSETH: agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:**APPROVED:**

WIDSETH SMITH NOLTING and ASSOCIATES, INC.

BY:  _____

BY: _____

BY:  _____

DATE: _____

ADDITIONAL SERVICES (OPTIONAL):

1. **Supplemental 3D Rendering:** WIDSETH will provide a 3D rendering of the final plan in addition to the 2D graphic if the City decides this is necessary to understand the final design and/or to be successful in their pursuit for funding requests.
2. **Additional Grant Writing:** WIDSETH will provide grant assistance to the City. This will include providing a list of potential public grant options to fund the park and/or assistance in writing and applying for the grants.



Park Amenities :

Summer activity spaces

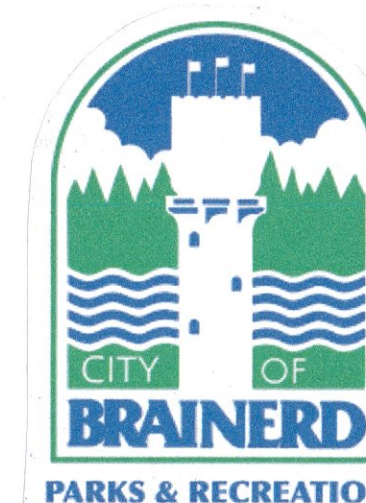
- 1-Jr. Baseball/Softball field with adjustable infield
- 1-Sr. Baseball/Softball field with adjustable infield.
- 2-80x140 flex Fields
- 2-70x100 Flex Fields
- 1-Full Size Soccer/Flex Field 180x300
- 4-8 Table Picnic Area with attached 180x180 greenspace
- 1-Large Playground Equipment Space
- 4 Tournament Sized Horse Shoe Pits

Winter activity spaces

- 1- Olympic Sized Hockey Sheet
- 1- Pleasure Rink 60x120
- 1-3000' Groomed Walking/ Snow Shoe/ Ski Trail

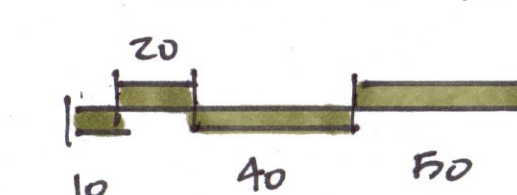
Structures

- 1-Warming/ Bathroom and Concession Building
- Storage Maintenance Building.
- Team Dug outs
- 3- Park Entrance Signs
- 30 -40 Car Gravel Parking Lot



PROPOSED MASTER PLAN JAYCEE'S PARK 3-16-22

SCALE: 1" = 50'



BRAINERD PARKS & RECREATION

DESIGN STANDARDS



- BANE PARK
- BUFFALO HILLS/LIONS PARK
- BUSTER PARK
- GREGORY PARK
- GUSTAFSON PARK
- HITCH WAYNE PARK
- JAYCEES PARK
- KIWANIS PARK
- LUM PARK
- LUM PARK RV CAMPGROUND
- MEMORIAL PARK
- MISSISSIPPI RIVER LANDING
- OBRIEN PARK
- TRALSIDE PARK
- TRIANGLE PARK

UPDATED: 09/07/2021



■ DESIGN STANDARDS GUIDELINES

■ CONCEPTUAL DESIGNS



KAYAK RACKS

- PROVIDE PUBLIC WITH KAYAK STORAGE
- POTENTIAL KAYAK RENTAL STORAGE

UPLAND BOARDWALK

- ALLOWS WALKWAY THROUGH UNDERUTILIZED PORTION OF PARKS



PAVILION

- NEW PAVILION THAT PROVIDES ADDITIONAL REVENUE GENERATING SPACE

TRAILHEAD/CHECK-IN BUILDING

- NEW STRUCTURES THAT PROVIDE RESTROOMS, ACCESS TO CAMPGROUND, EQUIPMENT RENTAL, ETC.

■ DESIGN STANDARDS GUIDELINES

■ CONCEPTUAL PARK AMENITIES



BAG TOSS

- PERMANENT CONCRETE BAG TOSS BOARDS
- POTENTIAL FOR PUBLIC TO CHECK-OUT/RENT EQUIPMENT

HORSHOE PIT

- MULTIPLE HORSHOE PITS FOR LEAGUES
- MAINTENANCE FREE TURF DESIGN



BOCCE BALL / LAWN BOWLING

- MULTIPLE LANES FOR LEAGUES
- MAINTENANCE FREE TURF DESIGN
- POTENTIAL FOR PUBLIC TO CHECK-OUT/RENT EQUIPMENT

GARBAGE RECEPTACLE

- PERMANENT RECEPTACLE THAT IS MORE CONSISTENT WITH DESIGN STANDARDS

2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$130 / Hour
Level II	\$155 / Hour
Level III	\$180 / Hour
Level IV	\$188 / Hour
Level V	\$200 / Hour
Technician	
Level I	\$ 87 / Hour
Level II	\$110 / Hour
Level III	\$130 / Hour
Level IV	\$145 / Hour
Level V	\$160 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$135 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$105 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WIDSETH

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

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

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

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

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

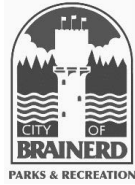
ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



Brainerd Park Board Agenda Request

MEETING DATE: February 7, 2023

TITLE OF ITEM: Master Park Planning

ACTION: Information Only

ACTION REQUESTED: Discussion Item

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): [Click to enter text](#)

SUMMARY OF ISSUE:

Master Park Planning for Memorial Park, Lum Park, and Bane Park

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Master Planning Worksheet attached

RECOMMENDED ACTION/MOTION:

[Click to enter text](#)

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)



Park Master planning worksheet

Park name _____ Date _____

Classification:

Passive Active Passive/Active

Summer Features:

Tennis court
Basketball court
Volleyball court
Baseball/ softball
Soccer field
Football field
BMX/ cycling
Horseshoes
Disc golf
Playground equipment
Swimming pool
Splashpad
Beach/ swimming
Camping/ Campground
Skate Park

Winter Activities:

Full size hockey rink
Mini rink
Pleasure rink
Ski trail

Visual amenities:

Fountain
Signage
Trees
Shrubbery
Flowers/beds
Monuments
Flagpole

Buildings/ structures:

Warming house
Bathrooms
Kitchen
Concessions
Picnic shelter/umbrella building
Space for dogs/pets

General Amenities:

Benches
Picnic tables
Walking paths
Bike stations
Grilling stations
Parking lot



Park Amenities :

Summer activity spaces

- 3 court Tennis/ pickleball courts
- Basketball court
- 4-8 Table Picnic Area with attached 180x180 greenspace
- 1-Large Playground Equipment Space
- 4 Tournament Sized Horse Shoe Pits/ built in corn hole fields.
- Expanded beach area
- Expanded piers
- Bike/walking trail system and connections
- Disc golf course
- Full campground with amenities
- Rice lake fishing/boat/canoe launch and access

Winter activity spaces

- Pleasure Rink 60x120 with seasonal warming house
- 1-3000' Groomed Walking/ Snow Shoe/ Ski Trail
- Ice fishing and lake access

Structures

- 1-Shower restroom building
- Storage Maintenance building
- Beach pavilion and restroom building with concessions
- 3- Park Entrance Sign and historical entry way
- Paved parking lots and improved pedestrian and bike trails
- Campground host or check in building
- Campground pavilion
- 3 shade pavilions



PROPOSED MASTER PLAN

LUM PARK

12.21.22