

PARK BOARD

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, 2nd Floor Conference Room
Tuesday, May 9, 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. **Authorize Contract With Allstar Construction**

Documents:

2023-05-09 - Authorize Contract with Allstar Construction.pdf

B. **Approve Change Order #12- Lyman P. White Park**

Documents:

2023-05-09 - Approve Change Order 12 - Lyman P White Park.pdf

C. **Approve ISD 181 Field Maintenance Agreement**

Documents:

2023-05-09 - Approve ISD 181 Field Maintenance Agreement.pdf

D. **Memorial Park Master Planning**

Documents:

2023-05-09 - Memorial Park Master Planning.pdf

E. **Parks Capital Planning**

Documents:

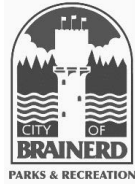
2023-05-09 - Parks Capital Planning.pdf

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: May 9, 2023

TITLE OF ITEM: Authorize Contract with Allstar Construction to Perform Jaycees Building Repairs

ACTION: Action Requested

ACTION REQUESTED: Discussion Item

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

Staff is requesting authorization to enter into a contract with Allstar Construction Commercial, LLC to complete storm damage related repairs to the Jaycees concession building.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

After the June 20, 2023 storms, the Jaycees concession building encountered some roofing and fascia damages. In response, the League of Minnesota Cities Insurance Trust reviewed the damages and approved the claim. Since that point, staff has been working over the last several months to identify a contractor that would be acceptable to the scope of work under the agreed upon pricing that LMCIT has provided. Allstar Construction has agreed upon the scope of work as described and provided a contract to perform the requested work. The cost for the work would be covered through the LMCIT and in compliance with the design standards when able. Some areas, for matching the adjacent materials, may not be according to the current design standard.

RECOMMENDED ACTION/MOTION:

Staff recommends authorization to execute the contract with Allstar Construction Commercial, LLC for restoration of the Jaycees Park concessions building.

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](#)

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145 University Ave West
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Insured: City of Brainerd
Property:

56401

Business: 501 Laurel St
Brainerd, MN 56401-3595

Home: (218) 851-8455

E-mail: tharris@ci.brainerd.mn.us

Claim Rep.: Bob Bursell
Company: League of Minnesota Cities
Business: 145 University Ave W
St Paul, MN 55103

Business: (612) 476-3808

E-mail: rbursell@lmc.org

Estimator: Bob Bursell
Company: League of Minnesota Cities
Business: 145 University Ave W
St Paul, MN 55103

Business: (612) 476-3808

E-mail: rbursell@lmc.org

Claim Number: CP233785

Policy Number:

Type of Loss: Wind Damage

Date Contacted: 9/6/2022 9:37 AM

Date of Loss: 6/20/2022 12:03 PM

Date Inspected: 9/7/2022 10:00 AM

Date Received: 9/1/2022 8:30 AM

Date Entered: 9/12/2022 2:01 PM

Price List: MNMN8X_APR23
Restoration/Service/Remodel

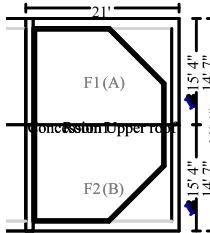
Estimate: 2022-09-12-1401

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2022-09-12-1401

Main Level



Concession Upper roof

644.00 Surface Area
103.33 Total Perimeter Length
6.44 Number of Squares
21.00 Total Ridge Length

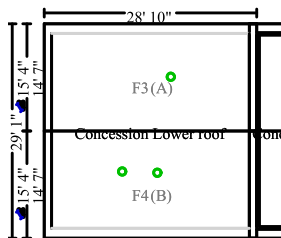
	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
3. Tear off, haul and dispose of comp. shingles - 3 tab	6.44 SQ	82.18	0.00	529.24	0/25 yrs	Avg.	NA	(0.00)	529.24
7. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	7.00 SQ	309.32	65.14	2,230.38	0/25 yrs	Avg.	0%	(0.00)	2,230.38
Standard waste calculation reduced with starter and ridge/hip materials itemized separately.									
26. Ice & water barrier	202.00 SF	2.23	7.00	457.46	0/30 yrs	Avg.	0%	(0.00)	457.46
9. Roofing felt - 15 lb.	4.44 SQ	47.42	2.67	213.21	0/20 yrs	Avg.	0%	(0.00)	213.21
11. Drip edge	103.33 LF	3.62	8.69	382.74	0/35 yrs	Avg.	0%	(0.00)	382.74
50. Asphalt starter - universal starter course	103.33 LF	2.71	4.27	284.29	0/20 yrs	Avg.	0%	(0.00)	284.29
51. Hip / Ridge cap - composition shingles	21.00 LF	6.26	2.35	133.81	0/25 yrs	Avg.	0%	(0.00)	133.81
25. Roof vent - turtle type - Plastic	2.00 EA	79.90	2.08	161.88	0/35 yrs	Avg.	0%	(0.00)	161.88
23. Additional charge for high roof (2 stories or greater)	6.44 SQ	30.52	0.00	196.55	0/NA	Avg.	0%	(0.00)	196.55
33. R&R Sheathing - plywood - 1/2" CDX	32.00 SF	3.11	2.62	102.14	0/150 yrs	Avg.	0%	(0.00)	102.14
32. R&R Fascia - metal - 6"	21.00 LF	8.81	3.93	188.94	0/50 yrs	Avg.	0%	(0.00)	188.94
28. R&R Fascia - 1" x 6" - #1 pine	21.00 LF	12.36	4.35	263.91	0/75 yrs	Avg.	0%	(0.00)	263.91
30. Prime & paint exterior fascia - wood, 4"- 6" wide	21.00 LF	2.31	0.28	48.79	0/15 yrs	Avg.	0%	(0.00)	48.79
35. R&R Soffit - metal	52.00 SF	9.73	13.46	519.42	0/50 yrs	Avg.	0%	(0.00)	519.42
61. Haul debris - per pickup truck load - including dump fees	1.00 EA	205.30	0.00	205.30	0/NA	Avg.	NA	(0.00)	205.30
Disposal of non-roofing debris									

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CONTINUED - Concession Upper roof

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Totals: Concession Upper roof		116.84	5,918.06				0.00	5,918.06



Concession Lower roof

884.22	Surface Area	8.84	Number of Squares
91.14	Total Perimeter Length	28.83	Total Ridge Length

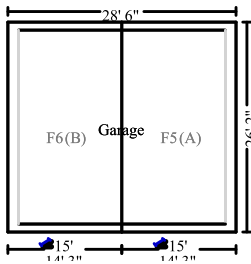
QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Tear off, haul and dispose of comp. shingles - 3 tab								
8.84 SQ	82.18	0.00	726.47	0/25 yrs	Avg.	NA	(0.00)	726.47
5. 3 tab - 25 yr. - comp. shingle roofing - w/out felt								
9.67 SQ	309.32	89.99	3,081.11	0/25 yrs	Avg.	0%	(0.00)	3,081.11
Standard waste calculation reduced with starter and ridge/hip materials itemized separately.								
24. R&R Aluminum sidewall/endwall flashing - color finish								
28.00 LF	11.12	10.28	321.64	0/75 yrs	Avg.	0%	(0.00)	321.64
27. Ice & water barrier								
232.00 SF	2.23	8.04	525.40	0/30 yrs	Avg.	0%	(0.00)	525.40
**Note: Based on the Eave width of 16", and the 4/12 Roof pitch, the IWS will need to be at least 42.16 Inches long to extend 24" past the exterior wall into the dwelling. Therefore leaving an Allowance to install (1) 3' +(1) 1'Rolls of IWS at 58Feet, for a total of 232sf, plus 0sf for a Grand total of 232 sf of IWS								
8. Roofing felt - 15 lb.								
6.54 SQ	47.42	3.94	314.07	0/20 yrs	Avg.	0%	(0.00)	314.07
10. Drip edge								
88.33 LF	3.62	7.43	327.18	0/35 yrs	Avg.	0%	(0.00)	327.18
12. Roof vent - turtle type - Plastic								
2.00 EA	79.90	2.08	161.88	0/35 yrs	Avg.	0%	(0.00)	161.88
13. Exhaust cap - through roof - up to 4"								
2.00 EA	117.96	5.75	241.67	0/35 yrs	Avg.	0%	(0.00)	241.67
21. R&R Flashing - pipe jack								
1.00 EA	75.18	1.13	76.31	0/35 yrs	Avg.	0%	(0.00)	76.31
52. Asphalt starter - universal starter course								
91.14 LF	2.71	3.76	250.75	0/20 yrs	Avg.	0%	(0.00)	250.75
53. Hip / Ridge cap - composition shingles								
28.83 LF	6.26	3.23	183.71	0/25 yrs	Avg.	0%	(0.00)	183.71

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CONTINUED - Concession Lower roof

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Totals: Concession Lower roof		135.63	6,210.19				0.00	6,210.19



Garage

785.00 Surface Area
112.33 Total Perimeter Length
7.85 Number of Squares
26.17 Total Ridge Length

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
36. Tear off, haul and dispose of comp. shingles - 3 tab								
7.85 SQ	82.18	0.00	645.11	0/25 yrs	Avg.	NA	(0.00)	645.11
37. 3 tab - 25 yr. - comp. shingle roofing - w/out felt								
8.67 SQ	309.32	80.68	2,762.48	0/25 yrs	Avg.	0%	(0.00)	2,762.48
Standard waste calculation reduced with starter and ridge/hip materials itemized separately.								
38. Roofing felt - 15 lb.								
4.72 SQ	47.42	2.84	226.66	0/20 yrs	Avg.	0%	(0.00)	226.66
39. Drip edge								
112.33 LF	3.62	9.44	416.07	0/35 yrs	Avg.	0%	(0.00)	416.07
40. Ice & water barrier								
313.98 SF	2.23	10.88	711.06	0/30 yrs	Avg.	0%	(0.00)	711.06
**Note: Based on the Eave width of 24", and the 4/12 Roof pitch, the IWS will need to be at least 50.6 Inches long to extend 24" past the exterior wall into the dwelling. Therefore leaving an Allowance to install (1) 3' + (1) 1.5' Rolls of IWS at 53Feet, for a total of 238.5sf, plus 0sf for a Grand total of 238.5 sf of IWS								
Concession to secure agreed price: IWS calculated at full width material (2@ 3') X EAVE (52.33 LF) = 313.98 SF.								
41. R&R Continuous ridge vent - shingle-over style								
26.17 LF	13.72	8.14	367.20	0/35 yrs	Avg.	0%	(0.00)	367.20
48. Asphalt starter - universal starter course								
112.33 LF	2.71	4.64	309.05	0/20 yrs	Avg.	0%	(0.00)	309.05
49. Hip / Ridge cap - composition shingles								
26.17 LF	6.26	2.93	166.75	0/25 yrs	Avg.	0%	(0.00)	166.75
Totals: Garage		119.55	5,604.38				0.00	5,604.38

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Picnic Shelter

836.33 Surface Area
116.33 Total Perimeter Length
8.36 Number of Squares
32.17 Total Ridge Length

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
42. Tear off, haul and dispose of comp. shingles - 3 tab									
	8.36 SQ	82.18	0.00	687.02	0/25 yrs	Avg.	NA	(0.00)	687.02
43. 3 tab - 25 yr. - comp. shingle roofing - w/out felt									
	9.33 SQ	309.32	86.82	2,972.78	0/25 yrs	Avg.	0%	(0.00)	2,972.78
Standard waste calculation reduced with starter and ridge/hip materials itemized separately.									
44. Roofing felt - 15 lb.									
	8.36 SQ	47.42	5.04	401.47	0/20 yrs	Avg.	0%	(0.00)	401.47
45. Drip edge									
	116.33 LF	3.62	9.78	430.89	0/35 yrs	Avg.	0%	(0.00)	430.89
46. Asphalt starter - universal starter course									
	116.33 LF	2.71	4.80	320.05	0/20 yrs	Avg.	0%	(0.00)	320.05
47. R&R Hip / Ridge cap - composition shingles									
	32.17 LF	10.48	3.61	340.75	0/25 yrs	Avg.	0%	(0.00)	340.75
Totals: Picnic Shelter			110.05	5,152.96				0.00	5,152.96
Total: Main Level			482.07	22,885.59				0.00	22,885.59

Miscellaneous

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
54. Permits & Fees (Paid Bill)									
	1.00 EA				0/NA	Avg.	0%		PWI
Paid when incurred per invoice									
56. Tree - removal - per hour (Labor only)									
	1.00 HR				0/NA	Avg.	NA		PWI
Pending documentation									
Totals: Miscellaneous			0.00	0.00				0.00	0.00

Labor Minimums Applied

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
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CONTINUED - Labor Minimums Applied

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
64. Framing labor minimum	1.00 EA	164.51	0.00	164.51	0/NA	Avg.	0%	(0.00)	164.51
65. Painting labor minimum	1.00 EA	240.62	0.00	240.62	0/NA	Avg.	0%	(0.00)	240.62
Totals: Labor Minimums Applied			0.00	405.13				0.00	405.13
Line Item Totals: 2022-09-12-1401			482.07	23,290.72				0.00	23,290.72

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

Grand Total Areas:

768.20	SF Walls	397.55	SF Ceiling	1,165.75	SF Walls and Ceiling
397.55	SF Floor	44.17	SY Flooring	78.12	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	78.12	LF Ceil. Perimeter
397.55	Floor Area	424.00	Total Area	768.20	Interior Wall Area
1,297.07	Exterior Wall Area	80.56	Exterior Perimeter of Walls		
3,149.56	Surface Area	31.50	Number of Squares	423.14	Total Perimeter Length
108.17	Total Ridge Length	0.00	Total Hip Length		

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Summary for Dwelling

Line Item Total	22,808.65
Matl Sales Tax Reimb	482.07
Replacement Cost Value	\$23,290.72
Less Deductible	(5,000.00)
Net Claim	\$18,290.72

Bob Bursell

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Recap of Taxes

	Matl Sales Tax Reimb (7.375%)	Manuf. Home Tax (7.375%)	Cleaning Sales Tax (7.375%)	Clothing Acc Tax (7.375%)	Total Tax (7.375%)
Line Items	482.07	0.00	0.00	0.00	0.00
Total	482.07	0.00	0.00	0.00	0.00

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Recap by Room

Estimate: 2022-09-12-1401

Area: Main Level		
Concession Upper roof	5,801.22	25.43%
Concession Lower roof	6,074.56	26.63%
Garage	5,484.83	24.05%
Picnic Shelter	5,042.91	22.11%
Area Subtotal: Main Level	22,403.52	98.22%
Labor Minimums Applied	405.13	1.78%
Subtotal of Areas	22,808.65	100.00%
Total	22,808.65	100.00%

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Recap by Category

Items	Total	%
GENERAL DEMOLITION	3,068.31	13.17%
FRAMING & ROUGH CARPENTRY	237.15	1.02%
PAINTING	289.13	1.24%
ROOFING	18,307.93	78.61%
SOFFIT, FASCIA, & GUTTER	906.13	3.89%
Subtotal	22,808.65	97.93%
Matl Sales Tax Reimb	482.07	2.07%
Total	23,290.72	100.00%

5145 Industrial St., Suite 103
Maple Plain, MN 55359
Phone: (763) 479-8700
Email: help@allstartoday.com
MN Lic. No.: BC751852



Customer Name City of Brainerd	Primary Phone # 218-851-8455	Secondary Phone #	
Loss Address 501 Laurel St	Primary E-Mail Address	Salesperson	
City, State, Zip Brainerd, MN 56401-3595	Insurance Company League of Minnesota Cities Insurance Trust	Date of Loss 06/20/2022	Claim No. CP233785

RESTORATION CONTRACT

By signing this Restoration Contract (the "Contract" or "Agreement"), the customer identified above (the "Customer" or "You") authorizes Allstar Construction Commercial, LLC ("Allstar" or "Contractor") to (1) conduct an inspection and document damage to the Loss Address identified above; (2) discuss with the Customer's insurance company (the "Insurer") the scope of damage it identifies and the scope and price of the work needed to repair certain damages; and (3) perform repairs if and when Contractor approves Insurer's scope and price to repair certain damages. The Insurer's proposed scope and price to complete the repairs is subject to Contractor's approval, without exception.

Customer's signature below authorizes Contractor to complete approved repairs described on the Insurer's loss statement (the "Work"), subject to the terms and conditions below, with **no additional cost to the Customer except for its insurance deductible**, provided that the Customer shall be responsible to pay: (1) any additional work it may request not included in the Insurer's loss statement; (2) necessary repairs to satisfy Build Code requirements, to the extent not reimbursable by your insurance policy (please check with your agent to be certain); and (3) any emergency repairs. Customer further agrees that any supplemental work that Contractor may later identify as necessary and supplemental to the Work shall become a part of this Agreement and is included in the Work. By signing this Agreement, Customer acknowledges that Contractor is a General Contractor and charges overhead and profit as a part of the Work.

This Agreement between the parties for the Work consists of the following documents: (i) this contract, including the terms set forth on the following page; (ii) the Insurer's loss statement(s) or similar documents describing the scope and price to repair the covered damage; (iii) any change orders or addenda that may be subsequently added by the parties; (iv) two copies of the Notice of Cancellation; (v) two copies of the Notice of Cancellation Due to Insurance Claim Denial; (vi) the Mold Notice and Waiver; (vii) the Urea Formaldehyde Notice; (viii) the Building Performance Guidelines; (ix) the Statutory Warranties; and (x) the Minn. Stat. § 325E.66 notice. By signing this Agreement, Customer acknowledges advanced receipt of the documents iv-x prior to executing this Contract. Customer acknowledges and agrees that this Agreement merges all agreements between the Parties, and any representations not expressly contained in writing herein are not included.

Preform the labor and provide the material to complete the work for the sum 23,290.72 per the scope of work stated in the insurance loss summary dated 09.01.2022 plus any additional insurance proceeds.

MINNESOTA LAW REQUIRES US TO NOTIFY YOU THAT IT IS ILLEGAL FOR A RESIDENTIAL CONTRACTOR TO PAY ANY PART OF YOUR INSURANCE DEDUCTIBLE.

ACCEPTANCE OF AGREEMENT

THIS AGREEMENT DOES NOT OBLIGATE CUSTOMER OR CONTRACTOR IN ANY WAY UNLESS CONTRACTOR ACCEPTS THE SCOPE AND PRICE OFFERED BY THE INSURER. By Customer's signature below, Customer acknowledges and agrees that it understands and accepts this Agreement, that Contractor will perform the Work subject to the terms of this Agreement, and that Customer will be responsible for the payment of Customer's insurance deductible.

Customer

Date

Contractor

Date

Customer

Date

In the event this Agreement was procured through a home solicitation sale as defined by Minnesota Statutes § 325G.06, you may rescind this Agreement as set forth in the accompanying Notice of Cancellation by cancelling this purchase at any time prior to midnight of the third business day after the date of this purchase. In the event the Insurer denies your claim, you may also cancel this Agreement within 72 hours of receiving notification of the denied claim. See attached Notice of Cancellation forms for an explanation of these rights.

ADDITIONAL TERMS AND CONDITIONS

1. **MECHANIC'S LIEN 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 the contributions; and (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 them 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 material for the improvement and who gave you timely notice.

2. **Changes.** Any modifications to the Work require a written Change Order signed by Contractor and Customer. Changes may result in extra charges. Customer shall sign any Change Order for additional work required by an engineer or building inspector. All changes to this Agreement must be in writing signed by both Contractor and at least one Customer.

3. **Performance.** Contractor shall begin the Work within 180 days after its approval of the price and scope offered by Insurer to repair the covered damages, or as soon thereafter as practicable. The Work shall be substantially completed in a timely fashion consistent with the time required to perform the Work in a good and workmanlike manner, barring unforeseen delays such as weather, availability of workers and material, or other events beyond Contractor's control. Pursuant to Minnesota Statute § 326B.809(b), Contractor agrees to perform the Work in accordance with material manufacturers' requirements and applicable construction codes.

4. **Warranty and Workmanship.** Other than those statutory warranties which may apply to the Work, **CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.** Contractor further disclaims claims for breach of contract, negligence, and other claims of any kind whatsoever for which Customer has not provided Contractor with written or actual notice within six months from the date of discovery of the problem. Customer agrees to allow Contractor or its agents to review the conditions of any claim, item, or matter in dispute prior to disturbing the conditions and before any repairs or alterations are made, or the right to make said claim is waived. Customer further agrees that Contractor shall have the right to cure any alleged defect in workmanship within 30 days, or longer if impractical, prior to initiating legal action.

5. **Cooperation.** Customer shall pay Contractor all proceeds received from the Insurer for the Work. If any additional or unforeseen work is required after the Work has begun, Customer agrees to sign a Change Order covering that work and to be responsible for payment of the costs for the same and will cooperate with Contractor's efforts to submit supplemental invoices to the Insurer on the same, if applicable. Contractor shall be entitled to receive all compensation approved and paid by the Insurer.

6. **Customer's Obligations.** Customer agrees to provide Contractor, at no cost, clear access (including removal of ice and snow) to work areas for workers, vehicles, delivery and storage of materials and rubbish. Customer agrees to hold Contractor harmless from damage that may arise from equipment, delivery of materials, and/or storage of materials and rubbish. Customer agrees to indemnify and hold Contractor harmless from any damage or injury caused by any construction debris on the property. Customer shall provide Contractor with electricity, water, and other utilities at no cost. Customer shall identify underground utilities, if applicable. Contractor shall not be expected to keep gates or doors closed or locked and Customer agrees to indemnify and hold Contractor harmless from claims arising therefrom. Excess construction material remains the property of Contractor. Customer agrees to remove and protect any personal property in or near the work area and agrees to indemnify and hold Contractor harmless from all claims for damage that may occur to such property. Customer shall not direct Contractor's working forces, provide materials or labor, or hire subcontractors. Customer shall hold Contractor harmless from any damage resulting from installation, weight, and/or removal of dumpsters, delivery trucks, vehicles, and other construction equipment.

7. **Existing Conditions.** This Agreement is based solely on Customer's representations and Contractor's observations at the time of this Agreement. Customer assumes all liability and responsibility for pre-existing or concealed conditions. Contractor may suspend Work if pre-existing or unknown conditions require additional work until Contractor and Customer reach agreement thereon. Contractor does not assume responsibility for pre-existing building code, zoning, other violations, or other inadequate conditions currently existing on the property. Some improvements may vary from the Agreement as to color, brand, grade, and actual dimensions. Customer grants Contractor the right to make variations, substitutions, or changes that do not materially affect design and quality. Contractor does not warrant or represent that its work will prevent or eliminate ice accumulation or ice dams and the Customer agrees that Contractor shall not be liable for the same.

8. **Hazardous Material.** Customer assumes complete liability and responsibility for all hazardous conditions including, asbestos, mold, lead, or other hazardous or harmful materials that may exist at or within the property. All such conditions shall be considered to pre-date Contractor's work, and Contractor may stop work until the problem is removed. Customer agrees to indemnify and hold Contractor harmless from mold, fungus, or biological material claims and damages as set forth on the accompanying Mold Notice and Waiver.

9. **Insurance.** Contractor maintains insurance policies covering its general liability and workers' compensation obligations as required by law.

10. **Cancellation.** Customer acknowledges Contractor shall undertake substantial effort identifying damage to Customer's property, preparing estimates, communicating with Insurer, supplying and scheduling materials and labor, coordinating tradespersons, attending inspections with building officials, and other activities, and that damages arising from Customer's breach or cancellation would be difficult to ascertain. If Customer cancels this Agreement without the legal right to do so, then Contractor shall be entitled to, as liquidated damages and not as a penalty, payment of any work performed at the Property, any restocking charges from returned material, the cost of material that cannot be returned, plus 10% of the price of repairs offered by Customer's Insurer.

11. **Confidential Information.** Customer acknowledges and agrees that cost and expenses incurred by Contractor are confidential to Contractor and shall not be disclosed to any party, including but not limited to the price of subcontracted labor, material costs, invoices, project expenses, and other costs incurred by Contractor in performing the Work.

12. **Payment.** Contractor will not start the Work until it receives the initial Actual Cash Value payment from the Insurer, plus any additional amounts Contractor may require. Final payment is due upon substantial completion of the Work. All invoices are payable within 30 days. Failure to make timely payment will result in charges added to the overdue amount at the lesser of 8% per annum or the maximum charge allowed by law. Customer agrees to pay all collection costs, including court, legal, and attorneys' fees incurred in the collection of past due amounts or in the event of litigation where Contractor is the prevailing party.

13. **Miscellaneous.** If any provision of this Agreement is found unenforceable, the availability and enforceability of all remaining provisions shall remain in full effect. Customer acknowledges and agrees that any dispute arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of the Hennepin County District Court, State of Minnesota. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. **Advertising.** Customer authorizes contractor to place its advertising yard sign on Customer's property. Customer grants Contractor unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.

**NOTICE OF CANCELLATION
DUE TO INSURANCE CLAIM DENIAL
(2 Originals to Customer)**

If your insurer denies your claim to pay for goods and services to be provided under this contract, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Allstar (the "Contractor"), 5145 Industrial St., Suite 103, Maple Plain, MN 55359, at any time within 72 hours after you have been notified that your claim has been denied. If you cancel, any payments made by you under the contract will be returned within ten business days following receipt by the Contractor of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION.

Date

Customer's Signature

Print Name

Address

City, State, Zip

**NOTICE OF CANCELLATION
DUE TO INSURANCE CLAIM DENIAL
(2 Originals to Customer)**

If your insurer denies your claim to pay for goods and services to be provided under this contract, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Allstar (the "Contractor"), 5145 Industrial St., Suite 103, Maple Plain, MN 55359, at any time within 72 hours after you have been notified that your claim has been denied. If you cancel, any payments made by you under the contract will be returned within ten business days following receipt by the Contractor of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION.

Date

Customer's Signature

Print Name

Address

City, State, Zip

NOTICE OF CANCELLATION
(2 Originals to Customer)

NOTICE OF CANCELLATION OF RESIDENTIAL CONSTRUCTION CONTRACT ENTERED
BY AND BETWEEN THE UNDERSIGNED AND ALLSTAR DATED _____

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Allstar (the "Contractor") at 5145 Industrial St., Suite 103, Maple Plain, MN 55359, not later than midnight of the third business day after the date the contract was entered into between you and Contractor.

If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If Contractor does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

Date

Customer's Signature

Print Name

Address

City, State, Zip

NOTICE OF CANCELLATION

(2 Originals to Customer)

NOTICE OF CANCELLATION OF RESIDENTIAL CONSTRUCTION CONTRACT ENTERED
BY AND BETWEEN THE UNDERSIGNED AND ALLSTAR
DATED _____

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Allstar (the "Contractor") at 5145 Industrial St., Suite 103, Maple Plain, MN 55359, not later than midnight of the third business day after the date the contract was entered into between you and Contractor.

If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If Contractor does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

Date

Customer's Signature

Print Name

Address

City, State, Zip

Minn. Stat. § 325E.66 Notice

Minnesota law requires that Contractor provide you the following information:

A residential contractor providing home repair or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. If a residential contractor violates this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the residential contractor.

MOLD NOTICE AND WAIVER

Mold is a type of fungus. It naturally occurs in the environment and is necessary for the decomposition of plants and organic material. Building materials and building construction cannot be designed to exclude mold spores. Mold can grow in your home if mold growing conditions exist and there is a source of moisture. Most people know that mold grows on foods and can grow on bathroom tiles and walls. Mold can also grow on heating, ventilation and air conditioning systems, plumbing systems, walls, support beams and other building components. Mold requires a food source to grow. This source might be supplied by items found in the home such as fabric, carpet or even wallpaper, or by building materials such as drywall, wood and insulation. In addition, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 and 100 degrees Fahrenheit. Finally, mold growth requires moisture. By minimizing moisture, you should be able to reduce or eliminate mold growth. Home moisture arises from many sources. Spills, leaks, condensation and high humidity are common causes. Normal human activities such as breathing, bathing and cooking produce substantial amounts of moisture. Good housekeeping, ventilation and home maintenance are essential to reduce mold growth likelihood. If moisture is allowed to remain in an area, mold growth can develop within 24 hours.

Not all molds are harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. People with suppressed immune systems may risk infection. Experts disagree about whether certain types of mold at certain concentrations can cause serious or life-threatening health problems. To date, the Center for Disease Control has not identified a link between the presence of toxic mold and serious health conditions.

We cannot eliminate the possibility that mold or other fungi may grow in your home. The responsibility of a builder is limited to those things that can be controlled during construction. It is up to you to properly manage and maintain your home to prevent mold development and growth.

You can take measures to protect against mold development and growth. Regularly vacuum and clean your home. Common household disinfectants such as a mild bleach solution or tile cleaner are effective in eliminating or preventing mold. Keep the humidity in your home low. Use vents and exhaust fans in areas of high humidity such as kitchens and bathrooms to reduce humidity. Do not allow floors and woodwork to remain wet for any prolonged period of time. Promptly clean up spills and other sources of moisture. Replace materials that cannot be effectively dried or have sustained prolonged water exposure. Inspect for leaks regularly and look for signs of discoloration or wet spots. Take notice of any musty odors. Visible signs of mold should be thoroughly cleaned with a mild solution of bleach; however, first determine if the affected material or surface is color safe by testing a small area with the bleach solution. Porous materials such as fabric, upholstery or carpet damaged by mold should be discarded. Should mold growth be severe, hire a qualified professional cleaner.

WAIVER

We make no representation or warranty, express, implied or otherwise, regarding mold, fungus, bacteria, or other biological materials or organisms. We have no duty, obligation or liability to you, and you expressly waive these, for any damage or claim whatsoever and to any extent arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use, personal injury or property damage in any way associated with mold, fungus, bacteria, or other biological material or organisms. This waiver applies to implied warranties as well, including without limitation, the implied warranty of workmanlike construction, the implied warranty of habitability and the implied warranty of fitness for a particular use. This waiver is provided by you in part consideration for our performance of construction work for you.

UREA FORMELDEHYDE NOTICE
(Minn. Stat. § 325F.18)

The health and safety of our customers and their families is our greatest concern. We work every day to make certain that our building practices and the materials used with your project minimize your exposure to the risks that are common in construction.

We are careful to select only building materials for your home that meet the urea formaldehyde emission standards published in the Code of Federal Regulations, Title 24, Sections 3280.308 and 3280.406. Because some of the building materials used in the remodeling, renovation, or construction of your home may contain approved levels of urea formaldehyde, we are providing you with the following notice:

IMPORTANT HEALTH NOTICE.

SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA- LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT.

STATUTORY WARRANTIES AND PERFORMANCE GUIDELINES

Minnesota Statutes Chapter 327A

By law, Contractor is required to provide Customer with a written warranty instrument setting forth the statutory warranties it is required to provide, information regarding its statutory right to inspect and offer to repair work claimed to be deficient, and information regarding the statutory home warranty dispute resolution process. This information is as follows:

MINN. STAT. § 327A.02 STATUTORY WARRANTIES.

Subdivision 1. **Warranties by vendors.** In every sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, the vendor shall warrant to the vendee that:

- (a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards;
- (b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and
- (c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

Subd. 2. **Warranties to survive passage of title.** The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

Subd. 2a. **Remedies unaffected by corporate dissolution.** The statutory warranties provided in this section are not affected by the dissolution of a vendor or home improvement contractor that is a corporation or limited liability company.

Subd. 3. **Home improvement warranties.**

- (a) In a sale or in a contract for the sale of home improvement work involving major structural changes or additions to a residential building, the home improvement contractor shall warrant to the owner that:
 - (1) during the one-year period from and after the warranty date the home improvement shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; and
 - (2) during the ten-year period from and after the warranty date the home improvement shall be free from major construction defects due to noncompliance with building standards.
- (b) In a sale or in a contract for the sale of home improvement work involving the installation of plumbing, electrical, heating or cooling systems, the home improvement contractor shall warrant to the owner that, during the two-year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems due to noncompliance with building standards.
- (c) In a sale or in a contract for the sale of any home improvement work not covered by paragraph (a) or (b), the home improvement contractor shall warrant to the owner that, during the one-year period from and after the warranty date, the home improvement shall be free from defects caused by faulty workmanship or defective materials due to noncompliance with building standards.

Subd. 4. **Response from vendor or home improvement contractor to notice of claim; right to inspect.**

- (a) The vendee or owner must allow an inspection for purposes of the preparation of an offer to repair the alleged loss or damage under subdivision 5. The inspection must be performed by the vendor or home improvement contractor within

30 days of the notification under section 327A.03, clause (a). Any damage to property caused as a result of an inspection must be promptly repaired by the inspecting party to restore the property to its pre-inspected condition.

- (b) The applicable statute of limitations and statute of repose for an action based on breach of a warranty imposed by this section, or any other action in contract, tort, or other law for any injury to real or personal property or bodily injury or wrongful death arising out of the alleged loss or damage, is tolled from the date the written notice provided by the vendee or owner is postmarked, or if not sent through the mail, received by the vendor or home improvement contractor until the latest of the following:

- (1) the date of completion of the home warranty dispute resolution process under section 327A.051; or

- (2) 180 days.

- (c) Upon completion of repairs as described in an offer to repair, the vendor must provide the vendee with a list of the repairs made and a notice that the vendee may have a right to pursue a warranty claim under this chapter. Provision of this statement is not an admission of liability. Compliance with this subdivision does not affect any rights of the vendee under this chapter.

Subd. 5. Right to repair; agreement.

- (a) Within 15 days of completion of the inspection required by subdivision 4, the vendor or home improvement contractor must provide to the vendee or owner a written offer to repair. The offer to repair must include, at a minimum:

- (1) the scope of the proposed repair work; and

- (2) the proposed date on which the repair work would begin and the estimated date of completion.

- (b) This subdivision does not prevent the vendee or owner from obtaining the information in paragraph (a) from another contractor or from negotiating with the vendor or home improvement contractor for a different scope of work.

- (c) If the parties agree to a scope of work, the vendor or home improvement contractor must perform the repair work in accordance with the offer to repair. If the parties do not agree to a scope of work, the vendee or owner must submit the matter to the homeowner warranty dispute resolution process under section 327A.051.

- (d) Upon completion of repairs described in an offer to repair, the vendor or home improvement contractor must provide the vendee or owner with a written notice that the scope of the work agreed upon has been completed.

MINN. STAT. § 327A.03 EXCLUSIONS.

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections 327A.01 to 327A.07 and does not extend to the following:

- (a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage; unless the vendee or owner establishes that the vendor or home improvement contractor had actual notice of the loss or damage;
- (b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed;
- (c) secondary loss or damage such as personal injury or property damage;
- (d) loss or damage from normal wear and tear;
- (e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards;
- (f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy;
- (g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;

- (h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;
- (i) landscaping or insect loss or damage;
- (j) loss or damage from failure to maintain the dwelling or the home improvement in good repair;
- (k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize;
- (l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence;
- (m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards;
- (n) loss or damage from soil movement which is compensated by legislation or covered by insurance;
- (o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee or owner from a source independent of the vendor or the home improvement contractor;
- (p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.

MINN. STAT. § 327A.051 HOME WARRANTY DISPUTE RESOLUTION.

Subdivision 1. Panel of neutrals.

- (a) The commissioner of labor and industry shall maintain a list of persons who consent to serve as qualified neutrals for purposes of this section. The commissioner shall establish application requirements and qualifications for qualified neutrals, taking into consideration the education, experience, and training of the applicant, potential conflicts of interest, and that the purpose of the process is to assist parties in determining an agreeable scope of repair or other resolution of their dispute.
- (b) As a condition of being included on the panel of neutrals identified in this section, the commissioner of labor and industry may charge each qualified neutral a fee of \$200 per year for the administration of the home warranty dispute resolution process.

Subd. 2. Dispute resolution process.

- (a) The home warranty dispute resolution process required by this section is commenced by written application to the commissioner. A request must include the complete current address and full name of the contact person for each participating party.
- (b) Within ten days of receiving a written request, the commissioner shall provide each party with a written list of three qualified neutrals randomly selected from the panel of neutrals established under subdivision 1. The commissioner shall also provide complete contact information for each qualified neutral.
- (c) Within five business days after receipt of the list from the commissioner, the parties shall mutually select one of the three qualified neutrals identified by the commissioner to serve as the qualified neutral for their dispute. If the parties cannot mutually agree on a neutral, the vendor or home improvement contractor shall strike one of the neutrals from the list, the vendee or owner shall subsequently strike one of the remaining neutrals from the list, and the remaining neutral shall serve as the qualified neutral for the dispute resolution process. The parties shall notify the selected qualified neutral and the commissioner of the selection.

Subd. 3. Neutral evaluation; fee.

- (a) The qualified neutral selected by the parties shall convene, and each party shall attend, an in-person conference of the parties. The qualified neutral shall select the date for the conference after consulting the parties. The conference must occur no later than 30 days after the neutral's selection, except by mutual agreement of the parties. In addition, the neutral shall collect from each party an administrative fee of \$25 and shall submit those fees to the commissioner no later than ten days after the completion of the conference.

- (b) At least seven days before the conference, each party must provide the qualified neutral and the other party with all information and documentation necessary to understanding the dispute, or the alleged loss or damages.
- (c) After reviewing the information and documentation provided by the parties and after consulting with the parties at the conference, the neutral shall issue to the parties a nonbinding, written determination, which must include, to the extent possible, findings and recommendations on the scope and amount of repairs necessary, if any. The qualified neutral shall mail the determination to each party within ten days after the conference.
- (d) The parties shall share the expense of the qualified neutral's billed time equally, unless otherwise agreed. The neutral's billed time for evaluation of documents, meeting with the parties, and issuing a written determination must not exceed six hours, unless agreed to in writing by both parties. The neutral must identify the neutral's hourly rate to the parties.

Subd. 4. **Alternative process.** If both parties agree, the parties may designate an alternative dispute resolution process in lieu of participating in the home warranty dispute resolution process established by this section. If the parties agree to an alternative dispute resolution process, they shall provide written notice of the agreement and a description of the selected process to the commissioner as soon as practicable, but no later than the date the parties are required to select a neutral under subdivision 2.

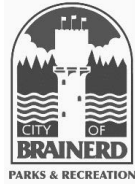
Subd. 5. **Effect on future proceedings.**

- (a) The written determination issued by the qualified neutral and all communications relating to the home warranty dispute resolution process, except those between any party and the commissioner, are deemed confidential settlement communications pursuant to Rule 408 of the Minnesota Rules of Evidence.
- (b) No party may use the written offer of repair provided by a vendor or home improvement contractor, a counteroffer to repair, or a written determination issued by the qualified neutral as evidence of liability in subsequent litigation between the parties. The qualified neutral may not be called to testify regarding the dispute resolution proceedings.
- (c) Any amount paid by a party for the services of a qualified neutral under this section is deemed a taxable cost of the prevailing party in a subsequent litigation involving the same subject matter.

Subd. 6. **Noncompliance with timelines; effect.** Failure to strictly comply with the timelines in this section shall not be grounds for dismissal of any claim brought under section 327A.05, provided that the parties establish good faith effort in complying with this section.

Building Performance Guidelines

Contractor shall perform its work in accordance with manufacturer's specifications and applicable construction codes.



Brainerd Park Board Agenda Request

MEETING DATE: May 9, 2023

TITLE OF ITEM: Approve Change Order #12 – Lyman P. White Park

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): 2 Minutes

SUMMARY OF ISSUE:

Change Order 12 for the Lyman P. White Park Project includes the addition of shrubs along the riverbank adjacent to the play area towards the adjacent hill.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

At the April 25th Park Board meeting, staff presented an alternative “barrier” adjacent to the new play area to reduce a possible safety risk consisting of a line of shrubs rather than a black fence mirroring a similar design as the river overlook. The Park Board approved moving forward with requesting a proposal of alternating viburnum and dwarf dogwood shrubs, spaced roughly 3 feet for approximately 100 feet. The contractor has provided a proposed cost for Change Order #12 to plant the shrubs of \$3,628.63.

RECOMMENDED ACTION/MOTION:

Approve Change Order 12 in the amount of \$3,628.63 for the addition of shrubs along the riverbank adjacent to the play area.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$3,628.63

Is this budgeted? (Please Explain) Yes, this would be included in the project funded by LCCMR funds.

WSB Project No. 018999-000		Owner Project No.		Change Order No. 12		
Project Title/Description: Mississippi Landing Trailhead Park						
Owner: Brainerd Parks & Recreation						
Owner Address: 501 Laurel Street Brainerd, MN 56401						
Contractor: Custom Builders, Inc.						
Contractor Address: 12383 234th Street, Cold Spring, MN 56320						
Total Change Order Amount: \$3,628.63						
Description: Due to the layout of the play container being close to the river and presenting a possible safety risk, the City and Engineer decided it would be best to install a visual and physical barrier along the west side of the play container to alleviate the safety risk. This will be completed through use of 3-4 high shrubs to consist of viburnum and dwarf dogwood spaced 3-feet on center for approximately 100-feet. This change order represents all labor, material, and incidentals necessary to complete installation of this barrier. Location to be determined and verified by the Engineer in the field.						
Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Park	2571.501	SHRUBS	LS	\$3,628.63	1	\$3,628.63
Net Change This Change Order						\$3,628.63

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

Approved By Project Engineer:  Date: 04/28/2023

Approved By Contractor: _____ Date: _____

Approved By Owner: _____ Date: _____

Viburnum Shrub

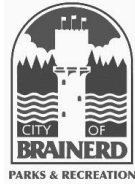


Dwarf Dogwood Shrub









Brainerd Park Board Agenda Request

MEETING DATE: May 9, 2023

TITLE OF ITEM: Approve Field Maintenance Agreement with ISD 181

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): 2 Minutes

SUMMARY OF ISSUE:

ISD 181 has requested that the City and the school district enter into an agreement for field maintenance. Attached to this request is a signed agreement with similar language as the BBBA field maintenance agreement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

This agreement would allow for the use of City-owned equipment by school district staff at their discretion as needed between baseball games. This will allow for the school district to assist Parks staff in maintaining the fields between games and provide an opportunity for the their staff to perform maintenance when Parks staff is not available. It allows for the use of equipment by volunteers over the age of 18 years old, and indemnifies the City against claims or injuries that may occur in the use of such equipment. Parks staff would provide training prior to allowing school district staff to utilize the equipment. The agreement is similar in nature to the ones for BBBA and BBB approved earlier this year.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the agreement with ISD 181 for use of City-owned equipment for field maintenance in 2023.

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](#)

FIELD MAINTENANCE AGREEMENT

This Agreement is entered into as of the date last written below (“Effective Date”) by and between Independent School District No. 181 (“ISD 181”), a Minnesota nonprofit corporation, and the City of Brainerd, a Minnesota municipal corporation (collectively the “Parties”).

Recitals

- A. The City owns and operates several baseball fields within the city limits. The City maintains these fields by hiring staff who operate city-owned equipment, including field groomers, walk-behind lawnmowers, riding lawnmowers, hand-held blowers, weed whippers, motorized pumps, hand rakes, field strippers, and other similar-use equipment (“Equipment”).
- B. ISD 181 uses the City’s baseball fields for games and tournaments and has expressed interest in using the City’s equipment to assist the City’s staff in preparing the fields before games.
- C. The City is willing to allow such volunteer use of City Equipment subject to the terms of this Agreement.

Agreement

1. **Equipment Use.** The City agrees to allow ISD 181 to use the Equipment to prepare and maintain the baseball fields before and after games so long as the Equipment is used in a responsible manner by ISD 181 members, officials, agents and volunteers (collectively, “ISD 181 staff”) 18 years of age or older. ISD 181 shall supervise use of the Equipment, which may only be used for the purposes for which it is intended. All field maintenance shall be undertaken in a reasonable manner appropriate for the intended use of the field. In using the Equipment, ISD 181 and ISD 181 staff shall not create a dangerous condition on the field for players, coaches and the public that may use the field.

2. **Indemnification.** ISD 181 shall defend and indemnify the City with respect to all claims brought by third parties, ISD 181 and ISD 181 staff for damages resulting from the negligence or otherwise wrongful act or omission by ISD 181 or ISD 181 staff while using the Equipment, including costs and reasonable attorneys’ fees.

3. **Notification.** ISD 181 shall notify the City if it becomes aware of any Equipment defects. Any defective Equipment shall not be used by ISD 181 or ISD 181 staff. Equipment repair shall be undertaken by the City.

4. **Relationship.** ISD 181 and ISD 181 staff are volunteers. By entering into this Agreement, no employment relationship is created between the City and any ISD 181 staff, nor are the Parties entering into a partnership or joint venture. The City does not provide supervision of the ISD 181 or ISD 181 staff when field maintenance work is undertaken.

5. **Assignment.** ISD 181 may not assign this Agreement without the written permission of the City.

**INDEPENDENT SCHOOL DISTRICT
ISD 181**

Dated: 5/3/2023

By: 
Name: Tom Fairbanks
Title: Brainerd H.S. Baseball coach

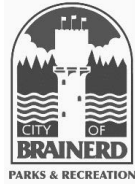
CITY OF BRAINERD

Dated: _____

By: _____
David Badeaux, Mayor

Dated: _____

By: _____
Jennifer Bergman, City Administrator



Brainerd Park Board Agenda Request

MEETING DATE: May 9, 2023

TITLE OF ITEM: Memorial Park Master 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): 10 Minutes

SUMMARY OF ISSUE:

Master Park Planning for Memorial Park

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

[Click to enter text](#)

RECOMMENDED ACTION/MOTION:

Discussion Item Only.

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](#)



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Memorial Park Map

Date: 5/4/2023 Time: 8:59:41 AM





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



MEMORIAL PARK CONCEPT PLAN



MILL AVENUE LEASE EXPIRES MARCH 1, 2021

LOSS OF RECREATIONAL FACILITIES:

- 2 SOFTBALL FIELDS
- 2 HOCKEY RINKS
- PLEASURE RINK
- WARMING HOUSE



BIC PARKING LOT LEASE EXPIRES MARCH 1, 2021

- ▶ LEASE OF EXISTING PARKING LOT ALONG MILL AVENUE WILL EXPIRE
- ▶ COMMITTEE DECIDED TO MOVE FORWARD WITHOUT THE BIC PARKING AREA
- ▶ OVERFLOW PARKING FOR SPECIAL EVENTS MAY BE HANDLED ALONG ADJACENT CITY STREETS
- ▶ ADDITIONAL AREA FOR FUTURE PARKING IF NEEDED



ADDITIONAL 67 PARKING SPACES COULD BE PLACED SOUTH OF MILLS FIELD ADJACENT TO Q STREET



BALL FIELD DISCUSSIONS

- ADEQUACY OF 3 FIELDS
- SET ASIDE SPACE FOR FUTURE 4TH BALL FIELD
- DESIGN OPTIONS THAT COULD STILL PROVIDE SPACE FOR FUTURE “CLOVERLEAF” LAYOUT
- YOUTH BASEBALL FIELD – RARELY USED
- FINANCIAL CONSIDERATIONS

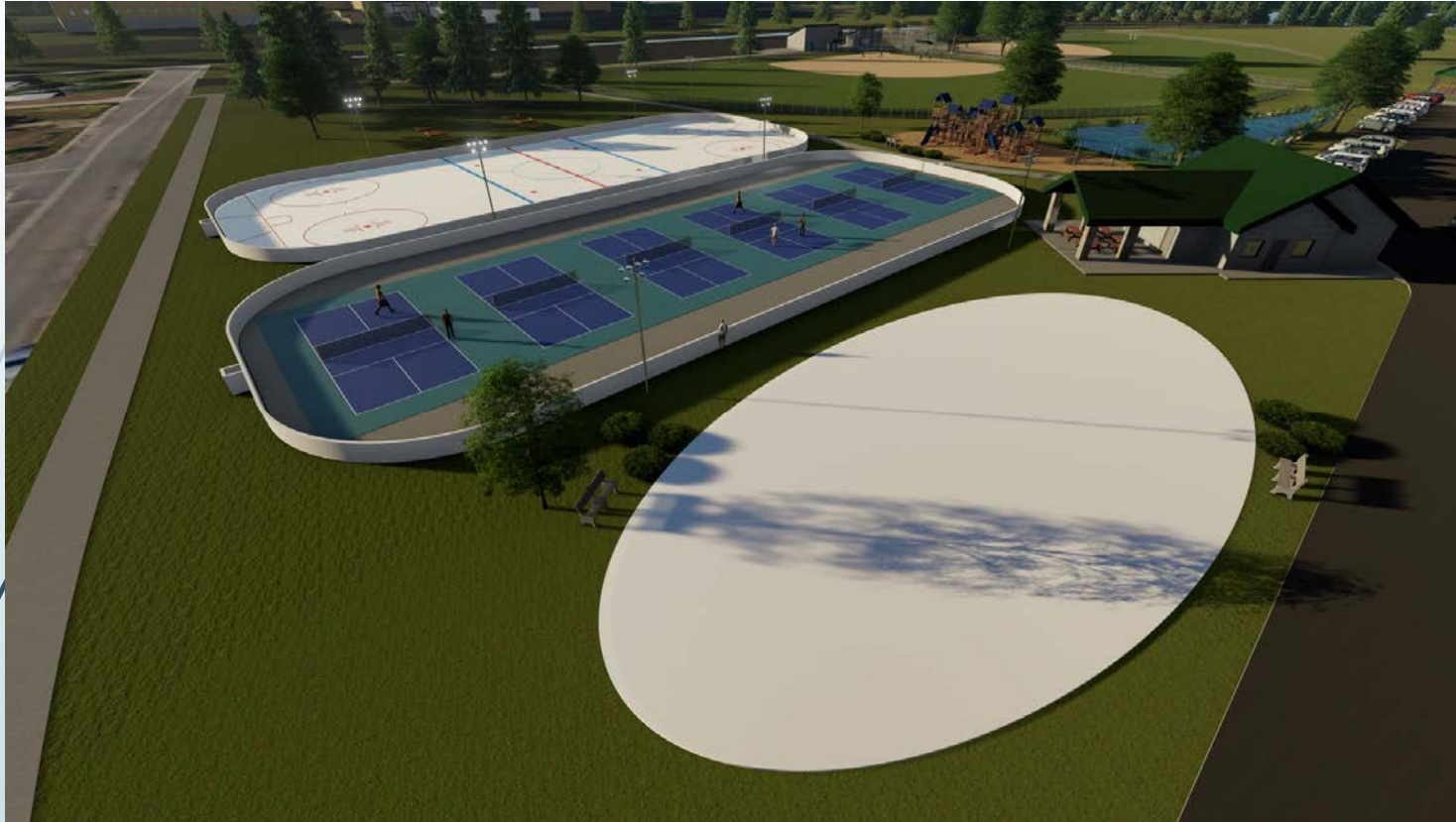


MEMORIAL PARK PROPOSED IMPROVEMENTS

- HOCKEY RINKS
- PLEASURE RINK
- FOUR SEASON WARMING HOUSE
- SHELTER
- PLAY GROUND EXPANSION
- VEHICLE ACCESS
- TWO PATHWAYS
- WALKABLE/BIKEABLE PATHWAY
- HORSE SHOE AREA
- BALL FIELD LIGHT UPGRADE
- CONCESSION AREA UPGRADES



2 HOCKEY RINKS PICKLE BALL COURTS



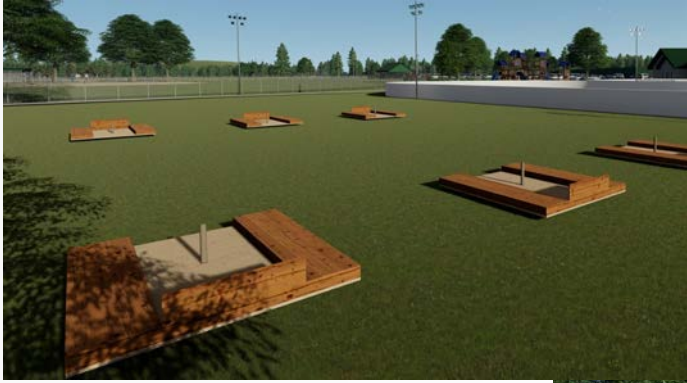
- ▶ CONCRETE SLABS FOR SUMMER PICKLE BALL COURTS
- ▶ COMPOSITE HOCKEY BOARDS
- ▶ PLEASURE RINK
- ▶ LIGHTING
- ▶ CLOSE TO PARKING AND WARMING HOUSE

FOUR SEASON WARMING HOUSE



- FOUR SEASON WITH KITCHEN
- SIMILAR TO GREGORY PARK
- LOCATED NEAR PARKING AND PROPOSED RINKS

PLAY GROUND & HORSESHOES



- NEW PLAYGROUND
- POSSIBLE RELOCATION OF EXISTING PLAYGROUND
- LESS SECLUDED, MORE OPEN SPACE
- CLOSER TO PARKING
- HORSESHOE PITS TO ENHANCE RECREATIONAL FACILITIES

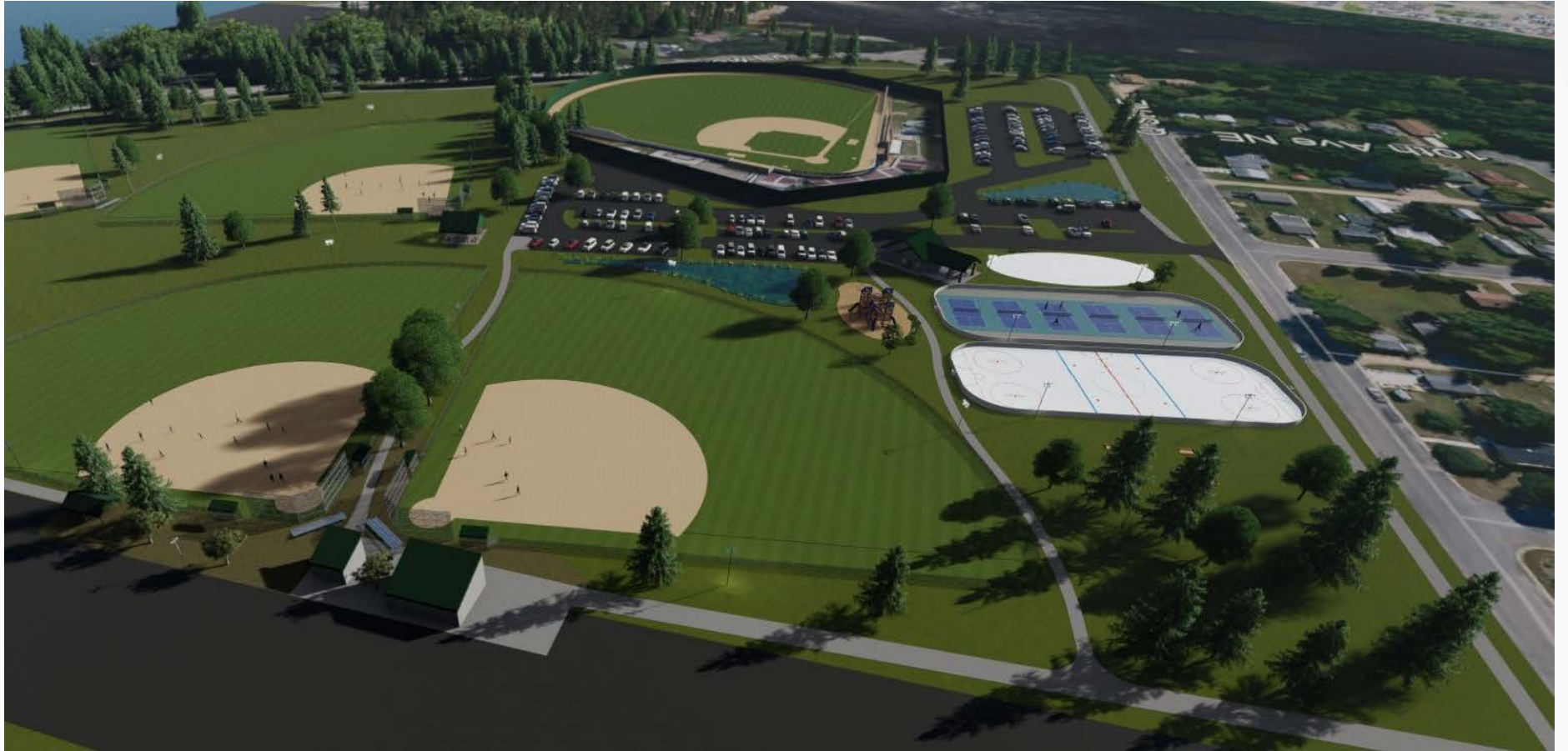
SHELTER – SOUTHWEST OF FIELD #3



- CONCRETE FLOOR
- PICNIC TABLES
- LIGHTING
- BARBEQUE

BITUMINOUS PATHS

- VEHICLE ACCESS - DELIVERIES
- CONNECTIONS
 - CONCESSIONS
 - PLAY GROUND
 - HORSESHOE PITS
 - BALL FIELDS
 - SHELTER
 - 4-SEASON WARMING HOUSE



CONCESSION AREA UPGRADES

- PATHWAY CONNECTION
- VEHICLE PATHWAY CONNECTION
- CONCESSION AREA PAVED





TOTAL ESTIMATED CONSTRUCTION \$1,554,000

ALTERNATE ADDITIONAL PARKING (67 SPACES)

REMOVE FENCE	\$5,000
INSTALL FENCE	\$11,000
EXCAVATION	\$17,000
PARKING LOT PAVEMENT	\$126,000
STRIPING	\$12,000
	\$171,000

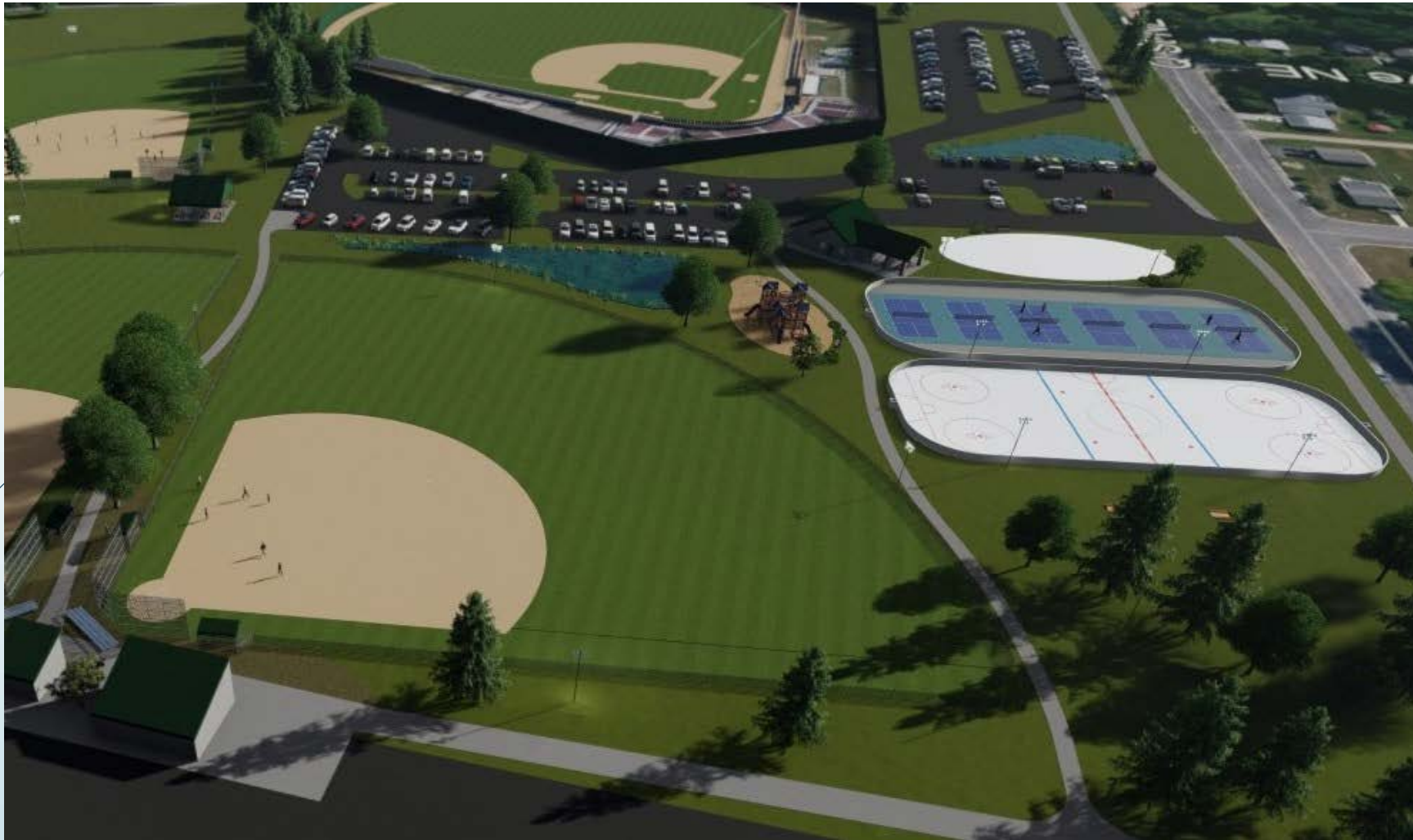
MEMORIAL PARK PATHWAY LOOP

8-FOOT BITUMINOUS PATHWAY	\$107,000
EXCAVATION	\$8,000
	\$115,000

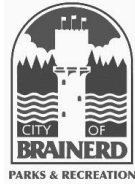
MEMORIAL PARK IMPROVEMENTS COST ESTIMATE

TOTAL COST

HOCKEY RINK - COMPOSITE BOARD MATERIAL	\$90,000
HOCKEY RINK SETUP	\$30,000
HOCKEY RINK CONCRETE BASE	\$142,000
HOCKEY RINK DRAINAGE	\$20,000
HOCKEY RINK LIGHTS	\$150,000
PICKLEBALL LAYOUT - NETS ETC.	\$20,000
FIELD LIGHTS UPGRADE (auto soft start)	\$10,000
BALL FIELD NETTING (300' FIELD LENGTH)	\$15,000
WARMING LIGHTS AND SHELTER POWER	\$10,000
SHELTER STRUCTURE 32' X 36'	\$92,000
SHELTER CONCRETE FLOOR	\$5,000
SHELTER LIGHTING	\$4,000
SHELTER TABLES	\$5,000
PATHWAY PAVEMENT (8' wide)	\$22,000
VEHICLE ACCESS ROAD (10" wide Q St. NE)	\$31,000
CONCESSION AREA PAVEMENT	\$10,000
PLAYGROUND UPGRADES/RELOCATION	\$80,000
HORSESHOE AREA (3 courts)	\$3,000
WARMING HOUSE (4-SEASON/KITCHEN-BATHROOMS)	\$450,000
SEWER UTILITIES (WARMING HOUSE)	\$20,000
WATER UTILITIES (WARMING HOUSE)	\$20,000
HEATING & AIR-CONDITIONING (WARMING HOUSE)	\$20,000
EXCAVATION	\$19,000
	\$1,268,000



MEMORIAL PARK CONCEPT PLAN



Brainerd Park Board Agenda Request

MEETING DATE: May 9, 2023

TITLE OF ITEM: Parks Capital 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): 30 Minutes

SUMMARY OF ISSUE:

Parks Capital Planning

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Discussion regarding parks, current and future assets, and capital cost planning. Prioritization and development of the 30-Year Capital Plan to occur at a future meeting.

RECOMMENDED ACTION/MOTION:

Discussion Item Only.

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

Capital Item	Budget	Location	Year
<u>Buildings</u>			
Gazebo	\$30,000	Buster	2023
Gazebo	\$10,000	Kiwanis	2022
Restroom/Picnic Shelter	\$75,000	Kiwanis	2022
Pavilion	\$20,000	Kiwanis	2022
Shingles	\$7,000	Lum Beach	2021
Shingles	\$8,000	Lum Pavilion	2018
Shingles	\$5,000	Mills Garage	2018
Warming House	\$220,000	Gregory	2019
Appliances	\$10,000	Concessions	2022
<u>Amenities</u>			
Playground Equip	\$120,000	Jaycees	2022
Disc Golf	\$10,000	Memorial	2022
Rink Lights	\$35,000	Memorial	2022
Rink Dasher Board	\$85,000	Memorial	2022
Playground Equip	\$30,000	Triangle	2021
Basketball Overlay	\$8,000	Gregory	2021
Swing Set	\$5,000	Lum	2020
Scoreboard	\$15,000		2019
Playground Equip	\$30,000	Meadows	2019
Softball Lights	\$128,000	MMP Field 3	2018
Dugouts	\$20,000	Jaycees	2018
Backstops	\$12,000	Qty 4	2018
Fountain	\$55,000	Gregory	2017

Bane Park

[illegible]

Buffalo Hills/Lions Park

[illegible]

Buster Dog Park

[illegible]

Gregory Park

[illegible]

Gustafson Park

[illegible]

Hitch-Wayne Park

[illegible]

Jaycees Park

[illegible]

Kiwanis Park

[illegible]

Lum Park

[illegible]

Lyman P. White Park

[illegible]

Meadows Park

[illegible]

Memorial Park

[illegible]

Mississippi River Landing

[illegible]

O'Brien Park

[illegible]

Rotary Riverside Park

[illegible]

Trailside Park

[illegible]

Triangle Park

[illegible]



Park Amenities :

Summer activity spaces

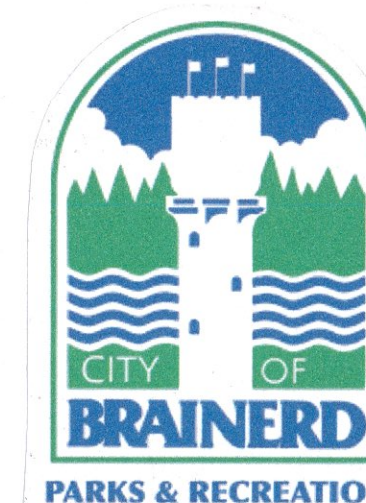
- 1-Jr. Baseball/Softball field with adjustable infield
- 1-Sr. Baseball/Softball field with adjustable infield.
- 2-80x140 flex Fields
- 2-70x100 Flex Fields
- 1-Full Size Soccer/Flex Field 180x300
- 4-8 Table Picnic Area with attached 180x180 greenspace
- 1-Large Playground Equipment Space
- 4 Tournament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

Winter activity spaces

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

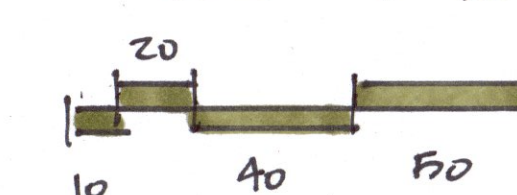
Structures

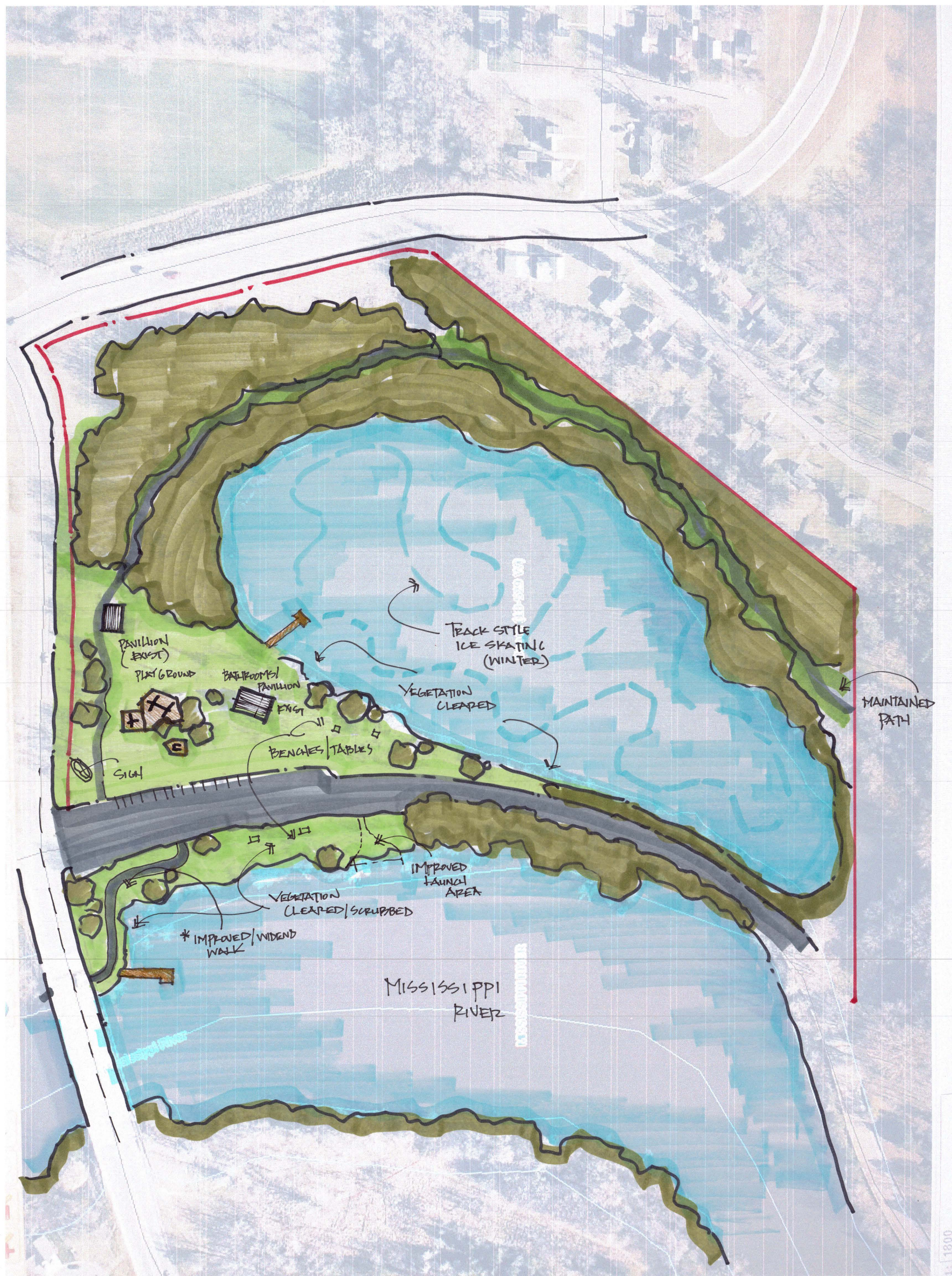
- 1-Warming/ Bathroom and Concession Building
- Storage Maintenance Building.
- Team Dug outs
- 3- Park Entrance Signs
- 30 -40 Car Gravel Parking Lot



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

SCALE: 1" = 50'





Park Amenities :

Summer activity spaces

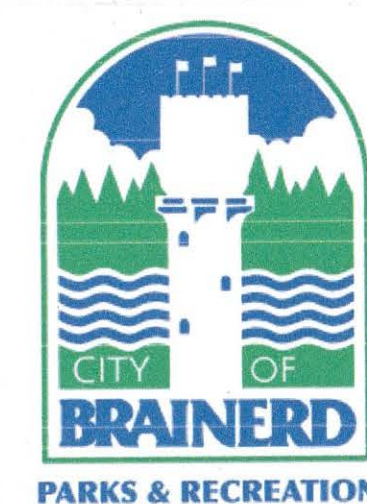
- Improved walking/ biking path connected to amenities.
- Grass kayak/canoe launch
- 1-Large Playground Equipment Space

Winter activity spaces

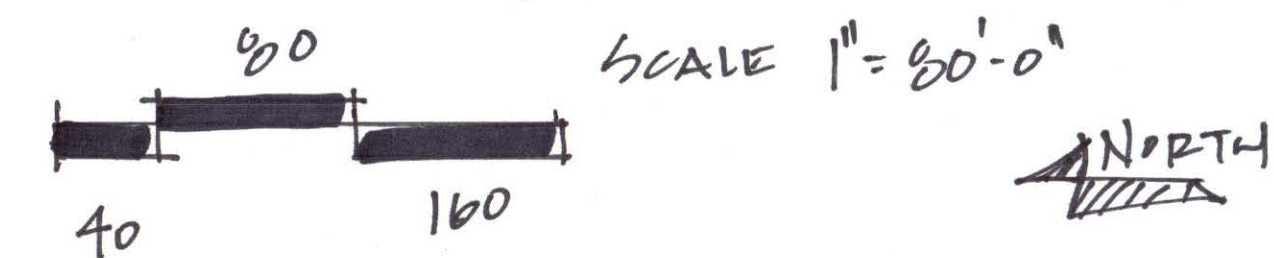
- Track style Skating rink with benches
- Winter walking /Snow Shoe/ fat tire bike trail

Structures

- 1-Bathroom and pavilion
- Pavillion with picnic tables
- 3- Park Entrance Signs / way finding kiosk
- 20 Car asphalt Parking Lot



PROPOSED MASTER PLAN KIWANIS PARK 4.18.22





Park Amenities :

Summer activity spaces

- 2-Tennis/pickleball courts
- 1- Basketball court
- 2- Youth Softball fields
- 2-Soccer use outfield spaces
- 4- tournament size horseshoe pits
- Walking trail

Structures

- ADA playground area
- Park entrance sign
- Lit flag pole
- Concession/ restroom building
- 40 car parking lot

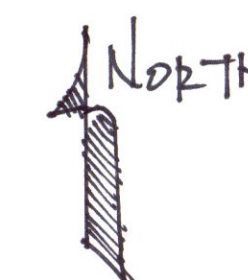
Winter activity spaces

- Groomed ski trail



PROPOSED MASTER PLAN BUFFALO PARK

NOT TO SET SCALE.
CONCEPTUAL IMAGE.





Park Amenities :

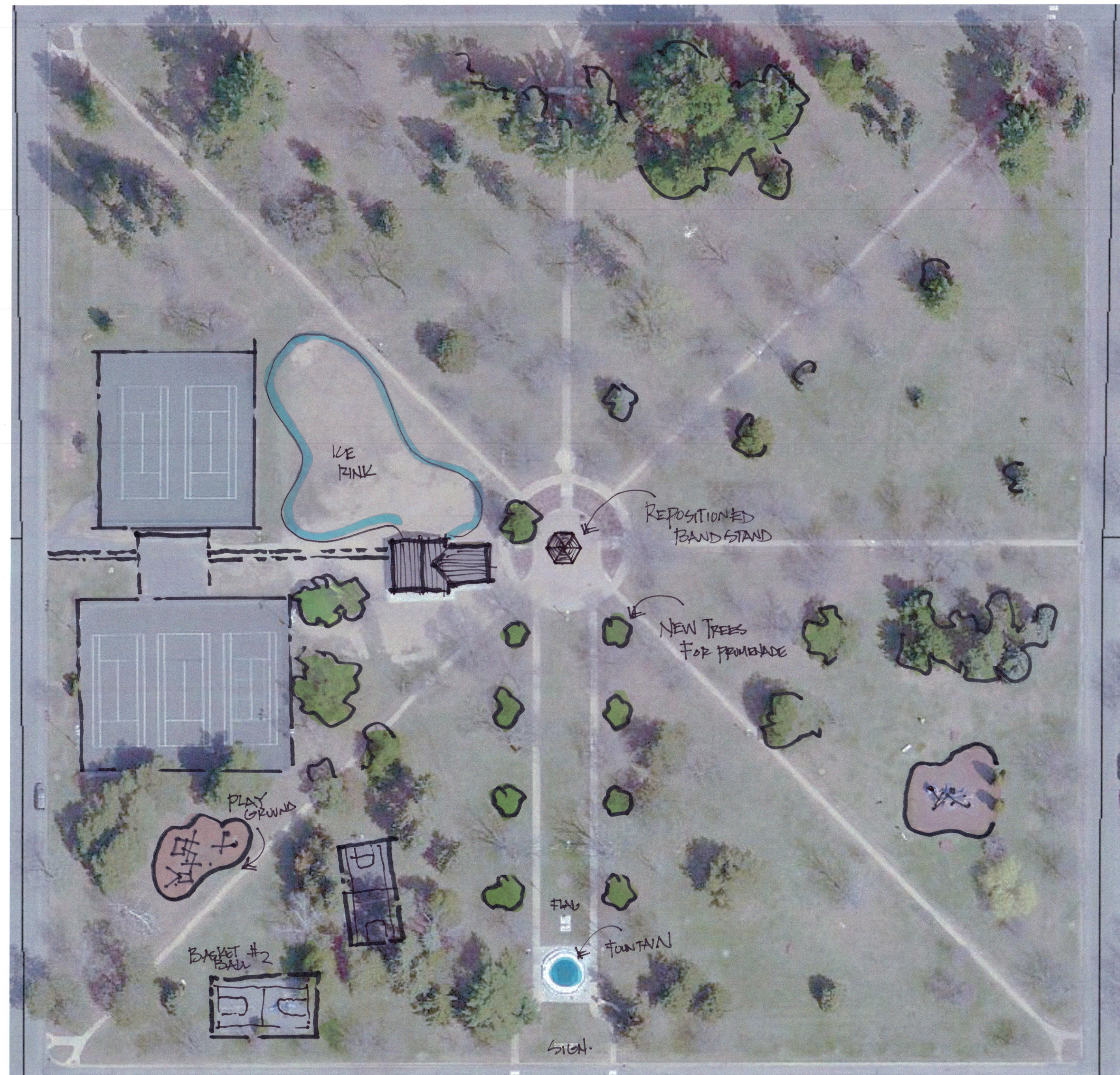
Summer activity spaces

- 1- ADA playground area
- 2- Built in corn hole courts
- Large grass area

Structures

- ADA playground area with shade structures
- Park entrance sign
- Lit flag pole

PROPOSED MASTER PLAN
TRIANGLE PARK



Park Amenities :

Summer activity spaces

- 5 -Full size tennis/pickleball courts
- 2 -Basketball courts
- 2-full use playground equipment areas

Winter activity spaces

- 1- Pleasure Rink 60x120

Structures

- 1-Warming/ Bathroom and Concession Building
- Center raised bandstand/ pavilion with surrounding courtyard
- Decorative fountain
- Stone arches and ramparts
- Warm up tennis wall with art mural
- Decorative trellis structure
- 2 Park entrance signs
- Lit flag pole



PROPOSED MASTER PLAN
GREGORY PARK

NOT TO SCALE.
(CONCEPT. PLAN)





Park Amenities :

Summer activity spaces

- 1-Jr. Baseball/Softball field with adjustable infield
- 1-Sr. Baseball/Softball field with adjustable infield.
- 1- Miracle field
- Pickle ball/ basketball on rink in summer
- Disc golf course
- 15 -Table Picnic Area with attached 180x180 greenspace
- 1-Large Playground Equipment Space
- 4 Tournament Sized Horse Shoe Pits/ built in bags

Winter activity spaces

- 1- full Sized Hockey Sheet
- 1- Pleasure Rink 60x120

Structures

- 1-Warming/ Bathroom and Concession Building
- Storage Maintenance Buildings.
- Team Dug outs
- 2-Park Entrance Signs
-



PROPOSED MASTER PLAN
BANE PARK 2.21.23



Park Amenities :

Summer use spaces

- Double fenced dog park with mature vegetation
- Watering center for users and pets
- Multi use hard surface walking/ biking trail with connection to Buffalo and Kiwanis trail systems
- 6 -Mini "walk in" 24 hr. campsites

Winter use spaces

- Double fenced dog park with mature vegetation
- Groomed walking/ Snow Shoe/Ski/ biking trail with connection to Buffalo and Kiwanis trail systems

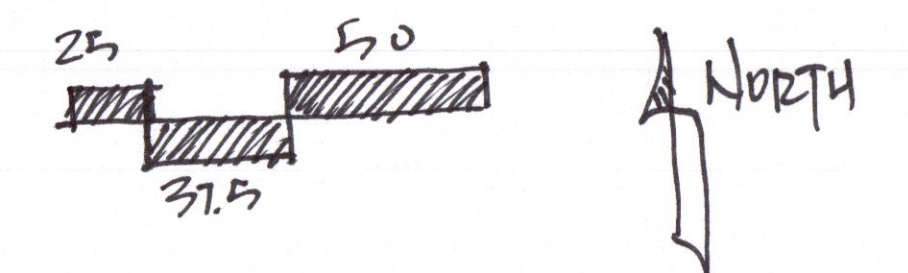
Structures

- Portable bathrooms with screening
- Sitting shelter inside Dog park
- Park Pavilion with picnic tables
- Entrance Signs
- 20 -25 Car paved Lot
- Benches

LARGE VIEW
1" = 50'-0"



PROPOSED MASTER PLAN
BUSTER PARK
5.9.22



DETAIL -
1" = 40'-0" SCALE



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