



PARK BOARD AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers

Tuesday, May 7, 2024 @ 4:00 PM

The public is invited to attend these meetings in person

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

2. **Roll Call**

___ T. Rushmeyer ___ K. Schaefer ___ A. Shipe ___ J. Miller ___ P. Sandy

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **New Business**

A. **Approve Event Application - Central Lakes Sport Karate Season**

B. **Award Bid - Parks ARPA Projects**

C. **Award Quote - Jaycees Demo**

D. **Information Only - Ski Loons Dates**

6. **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"



Park Board Agenda Request

MEETING DATE: May 7, 2024

TITLE OF ITEM: Approve Event Application - Central Lakes Sport Karate Season

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: Attached to this item is the event application for the Central Lakes Sport Karate Season to be held on three Saturdays, July 6th, September 7th, and November 2nd. Black Belts Don't Quit presented to the Park Board at their April 23rd meeting and the Park Board requested an event application to review. Black Belts Don't Quit are also planning to be present at the Park Board meeting for questions.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The application indicates a suggested venue of Gregory Park. Considering the possibility of 150 participants plus families, support staff, spectators, and vendors, staff discussed the venue with BBDQ. We agreed that Memorial Park would be a more accommodating venue for the amount of people and parking needed for the events. Parks Maintenance staff would assist with providing additional garbage cans and move bleachers from Field 3 to the ice rink for spectators. BBDQ would provide additional restrooms for the event. Due to the location of the concession stands, BBDQ would be contacting area food vendors to arrange for food service during the events rather than the City opening the concession stand during the event.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the event application for the Central Lakes Sport Karate Season at Memorial Park for 2024.

FINANCIAL IMPACT: Unknown at this time.



SPECIAL EVENT APPLICATION

Date of Application: 4-24-2024

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event: ☐ Event – City Parking Lot ☒ Event – City Park
☐ Event with Street Closure ☐ Other _____

Name of event: Central Lakes Sport Karate Season

Organizer Information

Organizer's Name: Black Belts Don't Quit
Organizer's Address: 1313 S. 6th St, Suite B, Brainerd
MN 56401
Event Contact Person: Barbara Haney
Event Contact Daytime Phone: (218) 513-5816
Event Contact E-mail Address: official@blackbeltsdontquit.org
Contact Name/Number Day of Event: Barbara Haney (218) 513-5816
For Profit/Nonprofit Status (type): Non-profit 501(c)3; Level 3
Club of Amateur Athletics Union

Applicant information (if different from the event organizer):

Applicant Name: Same
Applicant Address: _____
Applicant Phone: _____
Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
07/06	8AM	5PM	Suggested: Gregory Park
09/07	8AM	5PM	" " "
Nov 2	8AM	5PM	" " "

☒ This is a reoccurring event to take place on the following days and times: see above

Event locations (all dimensions are parking lot usable space estimates):

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

Suggested: Tennis Courts + vendor space around fountain area and up towards warming house. Should the warming house be available it would make outstanding concession stand.

This will be a regional karate tournament inviting several different styles of martial arts using WKC rules.

Site Information

Electrical usage

☒ Yes☐ No

Describe the type of equipment to be used and how you intent to supply the power:

extension cords for televisions and laptops
at ~~up to~~ 7 different tables (max)

Amplified Sound

☒ Yes☐ No

Describe any recording and sound amplification equipment to be used in your event along with the times:

We do use music in the musical forms
and musical weapons divisions. This would be
heard near the ~~reservoir~~ during the competition at
Restrooms provided ☐ Yes ☐ No Various times
during the day -
short 2 minute songs -
not all day.

If yes, how many 2 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: TBD

(if restrooms are provided by neighboring property(s), please submit the location and property
owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers

☒ Yes☐ No

Describe the signs, banners, posters, flyers and the locations:

We are distributing flyers and e-media marketing.
8'x10' banner announcing tournament registration
table. Near fountain/
in front of.

Trash Receptacle Disposal

☒ Yes☐ No

Company contracted for trash receptacle disposal: Waste Management

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A \$100/day security deposit is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7th Street between Maple Street and Front Street):

none

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

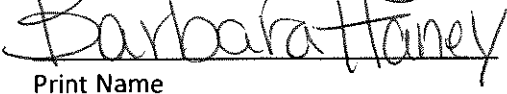
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.


Signature of Applicant

Print Name

Contacts, Permits, and Fees Checklist

Each event has its own requirements and needs. Listed below is a summary of the permits common to many events. Please note that it is *not* necessary to have all permits approved upon submission of this application. However, this checklist should serve as a guide as you plan your event. *All events must have all permits and fees paid and approved prior to the start of the event.*

The Event Planner is responsible for providing the following (as needed) information:

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park				Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support				Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses				All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate				May be required before issuing a permit.
Sign/banner Permits				Contact the Planning Department for information/procedure.
Parade Permit				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Event Application Approval

The event as described above is approved subject to any conditions noted on this form or otherwise set forth by the City of Brainerd.

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):



Park Board Agenda Request

MEETING DATE: May 7, 2024

TITLE OF ITEM: Award Bid - Parks ARPA Projects

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: Staff received 4 bids for the Parks ARPA projects. As a reminder, these projects include Jaycees Park improvements, Lum Park Beach expansion, and Lum Park Campground expansion. A total of \$575,000 was allocated to the 4 ARPA projects including the tree clearing at Kiwanis. After completion of Kiwanis and the contract with Widseth for design, this left approximately \$505,300 in remaining funds for the 3 other projects.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The low bidder for the projects was DeChantal Excavating with a total bid of \$442,963.32. This is \$86,755.68 below the original estimate in January of \$529,719 (-16.4%). One reason for the difference is the gravel included in the project. Originally the bid included Class 2 gravel, which is difficult to source in this area. Staff felt that Class 5 gravel was sufficient for this project and made a change during the bid to accommodate.

Another consideration is that the existing electrical cabinet that services the campground will not be able to service the new campsites. A new service cabinet and transformer will be needed. BPU will assist with this effort but those costs need to be considered in the overall budget as well. We have not determined the exact cost from BPU as of yet until we discuss between BPU staff and the awarded electrician.

As we need to expend the entire budget, there are some opportunities to enhance the project further with any available funds. One option would be the amount of service breakers for the campground. By code, only two are needed to service the number of electrical pedestals. However, if all are being used fully, it would be possible that the breakers could trip. By splitting this into three breakers, this would resolve the issue. However, at a higher cost.

RECOMMENDED ACTION/MOTION: Staff would recommend award of the Parks ARPA project to DeChantal Excavating and to authorize staff to utilize up to the entire budget amount of \$505,300.

FINANCIAL IMPACT: Up to \$505,300.

Bid Abstract
ARPA Parks Projects

1 Jaycess Park Improvements

1 Jaycess Park Improvements							Anderson Brothers Construction Company of Brainerd LLC				G Urban Companies, Inc.	
							DeChantal Excavating LLC		Tretter Trucking			
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	\$4,390.00	\$4,390.00	\$4,635.00	\$4,635.00	\$1,930.34	\$1,930.34	\$25,000.00	\$25,000.00
2	2101.501	CLEARING & GRUBBING	EACH	1	\$625.00	\$625.00	\$12,669.00	\$12,669.00	\$289.01	\$289.01	\$5,000.00	\$5,000.00
3	2104.504	REMOVE GRAVEL DRIVEWAY PAVEMENT	S Y	2,742	\$1.75	\$4,798.50	\$1.37	\$3,756.54	\$4.48	\$12,284.16	\$12.00	\$32,904.00
4	2105.507	COMMON EXCAVATION (P)	C Y	1,163	\$12.25	\$14,246.75	\$7.00	\$8,141.00	\$9.57	\$11,129.91	\$50.00	\$58,150.00
5	-	REMOVE TREES	EACH	6	\$625.00	\$3,750.00	\$171.66	\$1,029.96	\$533.11	\$3,198.66	\$2,000.00	\$12,000.00
6	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	1,570	\$3.15	\$4,945.50	\$1.18	\$1,852.60	\$1.53	\$2,402.10	\$7.00	\$10,990.00
7	2211.507	AGGREGATE BASE CLASS 5 MODIFIED	TON	178	\$22.50	\$4,005.00	\$28.56	\$5,083.68	\$26.93	\$4,793.54	\$50.00	\$8,900.00
8	2211.509	AGGREGATE BASE CLASS 5	TON	1,195	\$21.50	\$25,692.50	\$17.85	\$21,330.75	\$24.18	\$28,895.10	\$35.00	\$41,825.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	54	\$94.40	\$5,097.60	\$170.00	\$9,180.00	\$94.40	\$5,097.60	\$184.00	\$9,936.00
10	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	54	\$94.40	\$5,097.60	\$170.00	\$9,180.00	\$94.40	\$5,097.60	\$184.00	\$9,936.00
11	-	INSTALL HANDICAP SIGN (INCLUDE SIGN POST)	EACH	3	\$130.00	\$390.00	\$140.00	\$420.00	\$126.72	\$380.16	\$1,000.00	\$3,000.00
12	2573.503	SILT FENCE, TYPE MS	L F	542	\$2.50	\$1,355.00	\$3.25	\$1,761.50	\$2.64	\$1,430.88	\$6.00	\$3,252.00
13	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	1,573	\$28.50	\$44,830.50	\$30.00	\$47,190.00	\$14.68	\$23,091.64	\$48.00	\$75,504.00
14	2575.505	SEEDING	ACRE	1.9	\$4,000.00	\$7,600.00	\$4,400.00	\$8,360.00	\$4,223.84	\$8,025.30	\$15,000.00	\$28,500.00
15	2521.518	4" CONCRETE WALK	S F	680	\$7.45	\$5,066.00	\$9.77	\$6,643.60	\$9.85	\$6,698.00	\$10.50	\$7,140.00
TOTAL						\$131,889.95		\$141,233.63		\$114,744.00		\$332,037.00

2 Lum Park Beach Improvements

2 Lum Park Beach Improvements									Anderson Brothers Construction Company of Brainerd LLC				
					DeChantal Excavating LLC		Tretter Trucking				G Urban Companies, Inc.		
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total	
	1	2021.501	MOBILIZATION	LS	1	\$6,990.00	\$6,990.00	\$5,120.00	\$5,120.00	\$1,568.84	\$1,568.84	\$30,000.00	\$30,000.00
	2	2101.501	CLEARING & GRUBBING	EACH	1	\$625.00	\$625.00	\$2,472.00	\$2,472.00	\$289.01	\$289.01	\$5,000.00	\$5,000.00
	3	-	REMOVE EXISTING RESTROOM FACILITY	S F	1,034	\$4.75	\$4,911.50	\$8.47	\$8,757.98	\$20.00	\$20,680.00	\$9.00	\$9,306.00
	4	2104.518	REMOVE CONCRETE SIDEWALK	S F	738	\$1.10	\$811.80	\$3.09	\$2,280.42	\$1.21	\$892.98	\$3.00	\$2,214.00
	5	2104.501	REMOVE CONCRETE CURB & GUTTER	L F	383	\$4.85	\$1,857.55	\$8.24	\$3,155.92	\$1.93	\$739.19	\$15.00	\$5,745.00
	6	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	882	\$3.75	\$3,307.50	\$3.09	\$2,725.38	\$1.90	\$1,675.80	\$20.00	\$17,640.00
	7	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	369	\$16.75	\$6,180.75	\$5.64	\$2,081.16	\$18.78	\$6,929.82	\$16.10	\$5,940.90
	8	2105.507	COMMON EXCAVATION (P)	C Y	69	\$28.00	\$1,932.00	\$12.36	\$852.84	\$23.78	\$1,640.82	\$100.00	\$6,900.00
	9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	21	\$8.00	\$168.00	\$10.30	\$216.30	\$5.78	\$121.38	\$10.00	\$210.00
	10	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	125.2	\$5.65	\$707.38	\$2.06	\$257.91	\$2.66	\$333.03	\$10.00	\$1,252.00
	11	2211.509	AGGREGATE BASE CLASS 5	TON	231	\$22.50	\$5,197.50	\$28.00	\$6,468.00	\$52.47	\$12,120.57	\$35.00	\$8,085.00
	12	-	MASON SAND	TON	1,203	\$24.50	\$29,473.50	\$20.60	\$24,781.80	\$19.20	\$23,097.60	\$45.00	\$54,135.00
	13	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	41.6	\$89.55	\$3,725.28	\$170.00	\$7,072.00	\$89.55	\$3,725.28	\$218.50	\$9,089.60
	14	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	69	\$89.55	\$6,178.95	\$170.00	\$11,730.00	\$89.55	\$6,178.95	\$143.80	\$9,922.20
	15	-	TYP. WHITE PAVEMENT STRIPING	L F	100	\$1.00	\$100.00	\$1.87	\$187.00	\$1.05	\$105.00	\$2.10	\$210.00
	16	-	TYP. BLUE PAVEMENT STRIPING	L F	327	\$1.00	\$327.00	\$1.87	\$611.49	\$1.05	\$343.35	\$2.30	\$752.10
	17	-	TYP. HANDICAP SYMBOL PAVEMENT STRIPING (BLUE)	EACH	4	\$50.00	\$200.00	\$150.00	\$600.00	\$52.72	\$210.88	\$34.50	\$138.00
	18	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	163	\$38.85	\$6,332.55	\$38.50	\$6,275.50	\$38.08	\$6,207.04	\$50.00	\$8,150.00
	19	2521.518	4" CONCRETE WALK	S F	4,022	\$7.45	\$29,963.90	\$10.00	\$40,220.00	\$7.98	\$32,095.56	\$14.00	\$56,308.00
	20	2521.518	6" CONCRETE WALK	S F	153	\$11.20	\$1,713.60	\$14.25	\$2,180.25	\$12.47	\$1,907.91	\$46.00	\$7,038.00
	21	-	FOOT WASHING STATION	EACH	1	\$7,170.00	\$7,170.00	\$7,210.00	\$7,210.00	\$6,453.23	\$6,453.23	\$15,000.00	\$15,000.00
	22	-	SHADE STRUCTURE	EACH	3	\$25,261.00	\$75,783.00	\$18,138.10	\$54,414.30	\$28,872.99	\$86,618.97	\$35,000.00	\$105,000.00
	23	-	INSTALL HANDICAP SIGN (INCLUDE SIGN POST)	EACH	4	\$120.00	\$480.00	\$140.00	\$560.00	\$126.72	\$506.88	\$1,000.00	\$4,000.00

24	2573.502	STORM DRAIN INLET PROTECTION	EACH	1	\$145.00	\$145.00	\$100.00	\$100.00	\$211.19	\$211.19	\$400.00	\$400.00
25	2573.503	SILT FENCE, TYPE MS	L F	234	\$2.50	\$585.00	\$3.25	\$760.50	\$2.64	\$617.76	\$6.00	\$1,404.00
26	-	PIPE AND TUBE ALUMINUM RAILING	L F	27	\$344.00	\$9,288.00	\$185.20	\$5,000.40	\$329.46	\$8,895.42	\$400.00	\$10,800.00
27	-	INSTALL 2" CALIPER TREE	EACH	2	\$700.00	\$1,400.00	\$800.00	\$1,600.00	\$739.17	\$1,478.34	\$1,500.00	\$3,000.00
28	2575.505	SEEDING	ACRE	0.26	\$4,000.00	\$1,040.00	\$5,385.00	\$1,400.10	\$4,223.84	\$1,098.20	\$50,000.00	\$13,000.00

TOTAL \$206,594.76 \$199,091.25 \$226,743.00 \$390,639.80

3 Lum Park Campground Improvements

3 Lum Park Campground Improvements								Anderson Brothers Construction Company of Brainerd LLC		G Urban Companies, Inc.			
				DeChantal Excavating LLC		Tretter Trucking							
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total	
	1	2021.501	MOBILIZATION	LS	1	\$4,080.00	\$4,080.00	\$1,030.00	\$1,030.00	\$2,340.81	\$2,340.81	\$18,000.00	\$18,000.00
	2	2101.501	CLEARING & GRUBBING	EACH	1	\$625.00	\$625.00	\$9,167.00	\$9,167.00	\$289.01	\$289.01	\$5,000.00	\$5,000.00
	3	2105.507	COMMON EXCAVATION (P)	C Y	250	\$18.50	\$4,625.00	\$12.00	\$3,000.00	\$28.58	\$7,145.00	\$100.00	\$25,000.00
	4	-	REMOVE TREES	EACH	3	\$625.00	\$1,875.00	\$206.00	\$618.00	\$533.11	\$1,599.33	\$2,500.00	\$7,500.00
	5	-	REMOVE & RELOCATE WATER SPIGOT	EACH	1	\$2,500.00	\$2,500.00	\$1,030.00	\$1,030.00	\$693.62	\$693.62	\$5,000.00	\$5,000.00
	6	-	REMOVE & RELOCATE 50,30,20 AMP RV PEDESTAL	EACH	1	\$800.00	\$800.00	\$880.00	\$880.00	\$844.77	\$844.77	\$1,500.00	\$1,500.00
	7	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	1,326.12	\$3.15	\$4,177.28	\$2.00	\$2,652.24	\$2.42	\$3,209.21	\$7.00	\$9,282.84
	8	2211.507	AGGREGATE BASE CLASS 5 MODIFIED	TON	8	\$30.50	\$244.00	\$51.50	\$412.00	\$25.16	\$201.28	\$50.00	\$400.00
	9	2211.509	AGGREGATE BASE CLASS 5	TON	970	\$21.50	\$20,855.00	\$18.00	\$17,460.00	\$23.70	\$22,989.00	\$35.00	\$33,950.00
	10	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	44.5	\$38.85	\$1,728.83	\$45.32	\$2,016.74	\$38.95	\$1,733.28	\$45.00	\$2,002.50
	11	-	5" CONCRETE PEDESTAL PAD	S F	24	\$20.00	\$480.00	\$15.00	\$360.00	\$101.32	\$2,431.68	\$23.00	\$552.00
	12	-	WATERMAIN	L F	390	\$35.10	\$13,689.00	\$41.95	\$16,360.50	\$47.05	\$18,349.50	\$80.00	\$31,200.00
	13	-	FLEXIBLE COPPER PIPE	L F	369	\$26.50	\$9,778.50	\$32.00	\$11,808.00	\$39.54	\$14,590.26	\$60.00	\$22,140.00
	14	-	WATERMAIN CLEANOUT	EACH	1	\$1,605.00	\$1,605.00	\$2,500.00	\$2,500.00	\$1,369.33	\$1,369.33	\$3,000.00	\$3,000.00
	15	-	WATER SPIGOT RV FIXTURE	EACH	11	\$1,151.00	\$12,661.00	\$710.00	\$7,810.00	\$1,158.74	\$12,746.14	\$2,000.00	\$22,000.00
	16	-	50,30,20 AMP RV PEDESTAL WITH PAD MOUNT	EACH	11	\$2,005.00	\$22,055.00	\$2,148.00	\$23,628.00	\$2,225.96	\$24,485.56	\$4,000.00	\$44,000.00
	17	2573.502	STORM DRAIN INLET PROTECTION	EACH	1	\$145.00	\$145.00	\$100.00	\$100.00	\$211.19	\$211.19	\$400.00	\$400.00
	18	2573.503	SILT FENCE, TYPE MS	L F	542	\$2.50	\$1,355.00	\$3.25	\$1,761.50	\$2.64	\$1,430.88	\$6.00	\$3,252.00
	19	2575.505	SEEDING	ACRE	0.3	\$4,000.00	\$1,200.00	\$4,500.00	\$1,350.00	\$4,223.84	\$1,267.15	\$15,000.00	\$4,500.00

TOTAL \$104,478.61 \$103,943.98 \$117,927.00 \$238,679.34

				Anderson Brothers Construction Company of Brainerd LLC		G Urban Companies, Inc.	
TOTAL CONTRACT				DeChantal Excavating LLC	Tretter Trucking	\$459,414.00	\$961,356.14
				\$442,963.32	\$444,268.86		



Park Board Agenda Request

MEETING DATE: May 7, 2024

TITLE OF ITEM: Award Quote - Jaycees Demo

AGENDA: Approve

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

SUMMARY OF ISSUE: Staff requested a quote from Tretter Excavating for demolition of the pavilion and playground equipment in the north end of Jaycees Park. This work was included in the capital budget for 2024. The budget amount for this work was \$5,000.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The quote received from Tretter Excavating totals \$4,900. This work includes removals and grading. This does not include topsoil and seeding. For cost savings, staff intends to perform this restoration work with maintenance staff.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the quote from Tretter Excavating for Jaycees Park Demolition work for \$4,900.

FINANCIAL IMPACT: \$4,900

ESTIMATE

4/29/2024

Phone: (218) 821-9833

Jacees Park North Demo

Thank you for your business!

If you have any questions about this estimate, please contact
Tyler Tretter, tyler.trettertrucking@gmail.com, 218-821-9833



Park Board Agenda Request

MEETING DATE: May 7, 2024

TITLE OF ITEM: Information Only - Ski Loons Dates

AGENDA:

ACTION REQUESTED: Information Only

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** N/A

SUMMARY OF ISSUE: Ski Loons show tentative dates for 2024 at Lum Park are scheduled for:

- Sunday, July 14 at 5:00 pm
- Sunday, July 28 at 5:00 pm
- Sunday, August 11 at 5:00 pm
- Wednesday, August 14 at 5:00 pm

Ski Loons will be meeting with the Rice Lake Association at their meeting on Thursday, May 9th at 5:30 p.m. at the American Legion Brainerd Post 255, 708 Front Street. Notice of the meeting will be sent to the Rice Lake Association Facebook page and the Rice Lake Association e-mail list.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

Jessie Dehn

From: Wayne Harting <WayneHarting@wastepartnersinc.com>
Sent: Tuesday, April 30, 2024 8:02 PM
To: Jessie Dehn; jonathanmiller2008@gmail.com; rushtk@nisswa.net; andrew.ship@gmail.com; kara.schaefer@hotmail.com; Dave Badeaux; eric.klang@crwowing.gov
Cc: Sara
Subject: Rice Lake Association meeting

Good evening,

It was mentioned that the parks board may want a member at this meeting - here are the details.

We will be having a Rice Lake Association meeting May 9th at 5:30 PM at the American Legion Brainerd Post 255 in Brainerd 708 front street.

We have a few agenda items: talk about details of July 4th boat parade

There will also be 3 members of the Brainerd Ski Loons at meeting to have an open forum on their upcoming season.

There will be a email sent out to all members shortly that will contain the new Ski Loon contract. (Part of new contract is meeting with Lake Association spring and fall so the ski club can answer questions lake shore owners may have or bring concerns back to their leadership).

If you can't make meeting and want something heard you can message or email a member of Lake association board or lake association member and ski loon member Matt Singh.

The legion does have some spectacular broasted chicken if you want to come early or stay after meeting and grab a bite to eat.

Please spread the word if you know a neighbor that's not on our email list.

Sent from my iPhone

Thank you

Wayne Harting Vice Chair Rice Lake Association

AGREEMENT BETWEEN CITY OF BRAINERD AND BRAINERD SKI LOONS
FOR USE OF LUM PARK FOR THE PURPOSES OF
PRACTICES, SKI JUMP, DOCK PLACEMENT, AND SHOW EVENTS AT LUM PARK

THIS AGREEMENT is made by and between the Brainerd Ski Loons Water Ski Show Team, Inc., a Minnesota non-profit, hereafter referred to as “Ski Loons,” and the City of Brainerd, hereafter referred to as “the City.”

WHEREAS, Ski Loons understand it may be necessary for Ski Loons to obtain appropriate approvals, if any, from Crow Wing County for said jump placement on Rice Lake; and

WHEREAS, the City’s approval of the placement of said dock and ski jump is conditioned upon the execution of this Agreement.

NOW, THEREFORE, in exchange for the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ski Loons and the City agree as follows:

1. Term of Agreement

- A. The term of this Agreement shall commence on the date on which both parties sign the agreement. The term of this Agreement shall terminate on the 31st day of December 2024.

2. Ownership and Placement of Dock

- A. At all times during the term of this Agreement Ski Loons shall be the sole owner of the dock located at Lum Park.
- B. The City will lease the park space for the docks and stairs to the Ski Loons during the term of this agreement for \$1.
- C. Ski Loons shall be responsible for the physical placing and removal of the dock and stairs from Lum Park and Rice Lake. The floating dock may be stored on Lum Park property in a location agreed upon by City staff and Ski Loons.
- D. The Ski Loons will have sole use of the dock during their approved practice and show times. The dock and stairs will be available to the public for use during their installed times when not in use by the Ski Loons.
- E. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for maintaining the safe working condition of the dock and stairs. In the event the dock and/or stairs are deemed unsafe by City staff, practices and shows shall be cancelled until repairs are performed to return the dock and/or stairs to a safe, working condition.

3. Ownership and Placement of Ski Jump

- A. At all times during the term of this Agreement, Ski Loons shall be the sole owner of the ski jump located on Rice Lake
- B. Ski Loons shall be responsible for the physical placing and removal of the ski jump on and from the bed of Rice Lake.

- C. The Ski Loons shall maintain all appropriate permits, registrations and markings required by the Minnesota Department of Natural Resources and the Crow Wing County Sheriff's department. A copy of the approved permit from Crow Wing County shall be provided to the City.
 - D. Ski Loons shall be solely responsible for and shall promptly perform all maintenance and upkeep required for the ski jump to stay in a safe working condition. In the event the ski jump is deemed unsafe by City staff, practices and shows shall be cancelled until repairs are performed to return the ski jump to a safe, working condition.
4. Usage for Practices and Shows
- A. The Ski Loons will be allowed to hold practices not to exceed two days per week on Mondays and Wednesdays from 6:00 p.m. through legal skiing hours as defined by the State of Minnesota during the term of this contract. Ski Loons will be allowed to begin preparation and staging for practices at 5:45 p.m., understanding that no boating operations will commence until the practice period begins at 6:00 p.m. The practice times may be adjusted if mutually agreeable by the City and the Ski Loons.
 - B. The Ski Loons shall have 4 (four) additional flex practice dates per year that can be used May - September on days other than Mondays or Wednesdays, not including holidays. Only one flex practice date may be used on a weekend. The Ski Loons shall schedule these flex dates each year prior to May 15th. If flex dates must be adjusted after this date, the Ski Loons shall submit an Event Application to City staff at least 30 days in advance and must be approved by the Brainerd Park Board at their next regular meeting.
 - C. Practice and show dates may be eliminated by the City based on infractions against Ski Loons following the process defined in part 9 (nine).
 - D. Usage for Shows. The Ski Loons will be allowed to have up to four shows per summer at Lum Park. Any additional shows will need approval by the Brainerd Park Board. Show dates need to be emailed to the City representative no later than May 1 of each year. The Ski Loons will have reserved use of the East side small pavilion by the lake on their show dates from 3 hours before the show until 2 hours after the show concludes. The City shall bring down additional garbage cans to the show site at least the day before the scheduled show. The Ski Loons shall be responsible for making reasonable efforts to ensure that all trash generated during their shows are placed in the garbage cans provided. If the City would like more shows, the dates will need to be mutually agreed upon by the City and the Ski Loons
 - E. Vehicles. Vehicles will be permitted outside of paved areas in Lum Park for the purposes of set up and tear down of the dock at the beginning and end of the season respectively, as well as for the four show dates.
5. Operations during Practices and Shows
- A. Operations shall not commence prior to May 15th of each year and no later than September 15th of each year.
 - B. Ski Loons will not interfere with the riparian rights of private property owners understanding that private property owners are not permitted to unreasonably interfere with the riparian rights of others.

- C. Ski Loons will operate in a manner in accordance with Minnesota Statute 609.74 PUBLIC NUISANCE.
 - D. During practices, Ski Loons shall, to greatest extent feasible, operate 250 from privately owned shoreline as approximated in Exhibit A. Within 250 feet of shoreline, operations should progress generally perpendicular to the shoreline and avoid operating parallel to shoreline. If operations within 250 feet of shoreline do require progressing generally parallel to shoreline, speed will be reduced to not generate wake until operations can resume in a generally perpendicular direction or operations can continue beyond the area within 250 feet of shoreline.
 - E. Both parties understand that certain performance stunts may require operating boats adjacent to the dock. For the purposes of those stunts, operations may occur generally parallel to shoreline in the area of Lum Park but will immediately return to an area beyond 250 feet of shoreline as feasibly and safely as possible. This approximate area is depicted in Exhibit A.
6. Storage of Equipment
- A. The Ski Loons will be provided exclusive access to a storage facility for equipment storage at Lum Park in the vicinity of the East side small pavilion.. The City will not be liable for the safety, loss, theft or damage of any of the equipment that is stored at Lum Park.
7. Contact Persons
- A. Contact person from Ski Loons will be the President of Ski Loons or designated alternate. Ski Loons will also be responsible for listing an alternate contact. Ski Loons will designate their contact person and alternate who will be Ski Loons' representatives and who will receive any correspondence. These names will be submitted to City staff and updated as changes arise.
 - B. Contact person from the City will be the City Engineer/Public Works Director or designated alternate. If circumstances arise that are not covered by the provisions contained within this Agreement, the City contact person is authorized to work with the Ski Loons to resolve any such situation.
 - C. Ski Loons will provide the name and contact information for the designated contact person to the Rice Lake Association.
 - D. Ski Loons shall schedule a meeting with the Rice Lake Association no later than May 15th of each year. Ski Loons will provide details of the meeting, including date, time, and location, to City staff at least 7 days prior to the meeting. The purpose of that meeting is to share contact information, discuss the upcoming year's schedule, and address any concerns of the Rice Lake Association.
 - E. Ski Loons shall schedule a meeting with the Rice Lake Association no later than October 1 of each year. Ski Loons will provide details of the meeting, including date, time, and location, to City staff at least 7 days prior to the meeting. The purpose of that meeting is to recap the previous season's practices and shows and address any concerns of the Rice Lake Association.
8. Inclement Weather
- A. If weather conditions result in a cancellation of a scheduled show, a makeup date may be considered. The make-up date must be confirmed in writing by the City.

9. Handling of Complaints

- A. If a substantiated complaint, as determined by the Brainerd Police Department or Crow Wing County Sheriff, is received by the City then the City will determine if a violation of the terms of this agreement has occurred. If the City determines that the complaint is a violation of the terms of the agreement, The City will contact Ski Loons contact person concerning the violation. The agreement will terminate effective immediately following the contact.

10. Insurance and Indemnification

- A. Ski Loons shall indemnify the City and hold the City harmless against and from any and all liabilities, fines, suits, claims, demands, and actions, including costs and expenses of any kind or nature.
- B. During the term of this Agreement, Ski Loons, at its expense, shall maintain comprehensive general liability coverage, bodily injury coverage, and property damage coverage, insuring Ski Loons and the City against liability for injury to persons or property occurring on or about the ski jump, pier, and/or signs or arising out of the ownership, maintenance, or use of the ski jump, pier, and/or signs. The insurance shall have a limit of not less than \$1,000,000.00 per occurrence with an aggregate limit of not less than \$2,000,000.00. Ski Loons shall cause the City to be named as an Additional Insured for the types and limits of coverage stated above in respect to this Agreement, and shall, upon request by the City, provide the City a Certificate of Insurance.
- C. Ski Loons shall provide to the City separate written Endorsements to its insurance policies that provide for the following: Naming the City as an Additional Insured.
- D. Failure to provide the herein named insurance with written Endorsements as stated shall result in termination of this Agreement.

11. Miscellaneous Provisions

- A. Other Governmental Regulations. This Agreement is subject to any and all governmental regulations as they may be amended from time to time over the term of this Agreement. If the Agreement is in conflict with said regulations, the regulations must be followed.
- B. Assignment. Neither Ski Loons nor the City may assign its interest under this Agreement without the other party's prior written consent, which may be granted or withheld in such party's sole reasonable discretion.
- C. Notices. All notices required or permitted by this Agreement shall be given in writing and shall be considered given upon receipt if a) hand delivered to the party or person intended, or (b) email transmission at the address stated below with verification of receipt requested.
- D. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- E. Severability of Provisions. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or

unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

- F. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.
- G. Binding Effect. The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and permitted assigns.
- H. Entire Agreement. This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by a written instrument signed by both parties.
- I. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
- J. Representations as to Authority. Each party to this Agreement represents and warrants that: a) it has the power and authority to consummate the transactions contemplated by this Agreement; b) all proceedings necessary for it to consummate the transactions contemplated by this Agreement have been duly taken in accordance with law; and c) the persons executing this Agreement on behalf of it have been duly authorized to execute this Agreement.
- K. The parties agree that signatures scanned and sent via email attachment shall be binding on the parties hereto.

12. Termination. This agreement may be terminated by either party with or without cause with 30 days' written notice to the other party. An exception to the 30 days' written notice is allowed under Part 9 for violations of the terms of the agreement.

CITY OF BRAINERD:

BRAINERD SKI LOONS WATER SKI SHOW
TEAM, INC:



Dated: _____

Dated: 4/29/2024

By: _____

Christopher Dens
By: _____

Address: _____

4784 Gull Lake Dam Rd
Address: _____
Brainerd, MN 56401

Exhibit A



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.

Rice Lake

Approximate area within 250 feet of shoreline depicted in red. This area is not exact and is for reference only.

CROW WING COUNTY SHERIFF'S OFFICE

Office of Scott Goddard, Sheriff



304 Laurel Street
Brainerd, MN 56401
p: 218.829.4749
Fax: 218.829.9459
crowwing.us

Water Structure

Permit #: 18004623

Date: May 12, 2022

Dear Brainerd Ski Loons:

This letter constitutes the permit you applied for. It grants you authority to place a Ski Jump in Rice Lake in front of your property in Crow Wing County. Your permit is valid from May 1, 2022 to May 1, 2027. Please understand that any variation from the approved activity could be grounds for revocation of this permit.

Your structure must have your permit number, 18004623, displayed in **at least one place**. Floating rafts require the number to be displayed **twice**, on opposite sides. These permit numbers help us identify you as the owner, should your structure drift away or be stolen.

All structures and buoys must either display a light, reflectors, or reflective tape to be visible from all directions. Floating rafts should have reflectors placed near the corners and reflective tape should encircle buoys. If you are mooring boats overnight, be sure the boat also has adequate reflectors. No structure may be placed in the water that causes a hazard to navigation.

If you have any questions concerning this permit, or any water related matter, please contact Sgt. Brad Thesing at 218-829-4749.

Sincerely,

A handwritten signature in black ink that reads "Brad Thesing".

Sgt. Brad Thesing
Crow Wing County Sheriff's Office