



NORWOOD YOUNG AMERICA PARKS AND RECREATION COMMISSION

Tuesday January 19th, 2021

Zoom meeting at 4:45pm, Meeting ID is 883 9075 5961 and link below

<https://us02web.zoom.us/j/88390755961?pwd=S2VRRDQzY2lyNEFqMDY2eDd2VFdidz09>

AGENDA

1. Call to order

1.1 Pledge of Allegiance

1.2 Oath of Office

1.3 Appointment of Officers

2. Adoption of Agenda

3. Approve Minutes of 12-15-2020 meeting

4. Introductions, Presentations, and Public Comment

(Individuals may address the Parks Commission about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The Parks Commission will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)

5. Old Business/Goals (Updates)

Willkommen Memorial Park, Old Town Buildings

5.1 Discuss approving consultant to move forward with the Old Town project

Exterior Lighting at Hwy 212 Trail, Kehrler Park and the underpass

5.2 Discuss trail lighting and bench placement along trail. Review replacement location of civic organization sign removed during construction.

West Carver Community Pool, resurface plaster in lap pool

5.3 Discuss replacing the plaster on the lap pool

South Park Hockey Rink, repair boards, add LED lighting

No Updates

Trail and Sidewalk Maintenance

No Updates

Install Ceiling at Willkommen Park Shelter and Upgrade lighting

No Update

Refinish Pavilion Wood Floors

Scheduled to start Feb 1st and the building should be ready for use by Feb 15th

Norwood Young America

Paint the Pavilion Exterior
No Updates

Clean the ditch at Friendship Park
Project is complete

Replace Playground Equipment at Legion Park
Met with more vendors. I included their proposals for discussion

Bench Locations

5.4 Discuss placement for another bench donation, resident did not have a preferred location.

6. New Business

6.1 Mayor Lagergren will present *Bidding Quote Process and Open Meeting Law*

7. Miscellaneous Updates

7.1 Meetings will be virtual at least until the end of February.

8. Commissioner Report/Updates

9. Adjourn

Upcoming meetings

7.1 January 25th,

EDA, City Council and Work Session – 6:00pm

7.2 February 2nd,

Planning Commission – 6:00pm

7.3 February 8th,

Personnel – 5:00pm, City Council – 6:00pm

Norwood Young America



PARKS & RECREATION COMMISSION

minutes

Tuesday, December 15th, 2020 – 4:45pm

Zoom meeting

<https://us02web.zoom.us/j/2334975750>

MEMBERS present: Charlie Storms--Chair--City Council, Sharilyn Feltmann – Vice Chair, Karla Hormann – Secretary, Jim Zellmann, Justin Mayo, Bill Grundahl –Planning Commission Representative

CITY STAFF: Tony Voigt – Public Services Director, Steve Helget—City Administrator, Carol Lagergren--Mayor

1. Call to Order; cs at 4:49
 - A. Roll call; SF, JZ, KH, CS were members present
 - B. Pledge of Allegiance
2. Adoption of Agenda; TV made an addition to include 7.A. 2020 Parks Accomplishments to the discussion of Miscellaneous Updates. SF made a motion, second by KH. Approved 5-0
3. Approve Minutes of 11-17-20 meeting; KH made a motion, second by JZ. Approved 5-0
4. Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
5. Old Business
 - A. Old Town; TV informed the commission he received another quote from a consultant. TV asked the commission how they want to proceed. CS would like to see a timeline of when we will get the scope of project completed. CS wants to know if the consultant gets a percentage of the project or just the fees we agreed to for scoping. TV stated we should make sure they the contractors have a timeline to follow and that it fits in before Stiftungsfest. CS wants to know what we can get done and paying the consultants for \$100,000. SF asked how long it will take to prepare the plans once hired and be ready for quotes. SF and CS suggested we start as soon as the weather permits. BG added 2021 is a parade year for Stiftungsfest. KH suggested we make sure the building is useable for Stiftungsfest and baseball concession. KH stated aesthetics are not as important as function. CS asks if we want the stucco on or off for Stiftungsfest. CS asked how the baseball team will work around the construction, KH felt they can make it work. JZ suggested the basenball team could use the Gazebo, TV agreed. CS asked to go over plans in January and hold a special meeting after that including Stiftungsfest and a Ballclub representative for input. CS asked we get a contact for what money we can spend this year.
 - B. Legion Park Playground Replacement: TV addressed the commission that he met with representatives from Midwest Playscapes and Flagship Recreation to discuss playground options for the park. TV talked about the possible savings of \$3000 if we did not replace the swings with the set. TV talked about Midwest Playscapes, Flagship Recreation, and Game Time all being competitive due to MN cooperative pricing, discounts and grant monies all making the purchase fairly even among vendors. TV talked about getting information from Brett w/Flagship on companies that will come remove the set no charge. TV stated Flagship would be willing to work with us as a volunteer install if we wish to go that route or they could install as well. TV stated staff can help remove if needed and staff could remove and replace the playground chips. CS asked about if we budget in 2022 and how that would work with Game Time grants being available in the fall for the next years install.
 - C. Bench Locations; TV stated he spoke with the Stiftungsfest Commission and they gave suggestions for bench placement in the park. CS said the commission agreed to place 2 benches along the backside of the dugouts in the park to replace

Norwood Young America

an old wood bench currently there. JZ asked if we can move benches during Old Town construction. TV said it would not be a problem. KH asked if we planned to put 4 benches in Willkommen or if it was 2. TV talked about 4 total donation benches for the city, 2 of which will be allocated to Willkommen Park. SF asked if we offer choices, CS said it is the commissions ultimate decision to approve placement. TV said he did not give the final say for placement to the donators as it came down to the commission for approval. CS recommended we could add benches in the future to outlot A. CS recommended when we place benches along the Hwy 212 trail that we place them close to lights. TV asked if the commission liked the placement on Tacoma and Preserve, they all agreed. SF asked about pricing. TV stated the benches are approximately over \$500 closer to \$600, engraving is \$45 per board and shipping would cost \$155 to ship a pallet. TV stated it did not matter if it was one or multiple on the pallet for the same shipping cost. CS asked that we purchase benches in March. CS asked we keep benches on for the January meeting.

- D. Wilson St Sidewalk installation: SH presented cost estimates of \$23,800 to install a 5' sidewalk on the South side of Wilson St from Morse to Reform with a crosswalk on Wilson by the intersection of Union St. SH stated Bolton and Menk estimated \$53,000 and they figured \$7500 alone was for a retaining wall said we would avoid most utility conflicts on the south side. SH stated if we work in house, we have plenty of easement space to work with, we can design in house, and oversee construction. SH we could solicit from B&M if needed. SH said we have \$30,000 approved for this project and are awaiting recommendations to bring to council. CS asked if we could come up with a cost for seeding and sodding if we complete in house. SH stated staff can do this. CS asked who would be responsible to remove the garage in the way, SH said there was no decision on that yet. SH stated staff could remove if needed. CS stated if the garage was not moved there would be some elevation issues, SH agreed. KH questioned where estimate was from? SH said it was for estimate purposes only and he did not want to disclose. KH asked if they will go out for bids, CS stated yes they will in spring if we can stay in budget and council approves CS stated we will install on the South side due to less resistance from residents. JM asked if we would put sidewalk along Union St, CS stated it would be a challenge due to elevations. JM asked if the sidewalk is beneficial? CS stated no one on the North Side wants the sidewalk. BG stated we have fewer utility conflicts on the South side. KH asked why we want to move it to the South vs the North and that she felt this project was a waste of money. JM asked if funds could be used in Kehrer Park instead of the sidewalk. CS stated this sidewalk is important due to Wilson St being so narrow. JM asked about ROW spacing on the north side of Wilson St. CS said poles needed to be moved therefore we moved it to the south side. SF asked what the difference is between the north and south, SH stated the cost would be \$10,000 higher on the south side if we needed to install a retaining wall. CS stated there are parking issues in the driveways and the lack of residents agreeing to remove snow on the north side. SF wants to abstain from voting and wants council to approve and agrees with KH and the price. CS stated the Council, and the EDC asked the Parks Commission to connect the South Side of town to the underpass. CS asked who is for the sidewalk, BG and CS said they were for it. KH did not think there was a danger on Wilson st like the danger on Hwy 212 and asked if we could connect with Morse St instead. CS said the Morse St sidewalk was in poor shape and we would need to spend money on that as well if we chose to keep it. KH does not think the project will come under budget. SF asked why spend money on this and not street projects. CS said there is \$30,000 allocated but not approved by council yet and that Council is working on street projects to potentially get completed in 2021. SH assured the city is looking to bid out projects in 2021 consisting of Oak Ln and 2nd Ave and the 2nd Ave lift station. CS stated he was looking for a vote to bring recommendations to council. BG made a motion to move forward with the project on the south side, JZ seconded the motion. JZ, BG and CS voted for, KH voted against. SF and JM abstained from voting. Motion approved.

6. New Business

- A. Proposed Dog Park Location; SH stated a dog park location was discussed in 2015 by the commission which included rules of the site and its location on Industrial Blvd. The actions were never followed through. SH stated the property is zoned business/industrial. SH stated the city has interest from a prospective business to develop the property and if the commission would consider an alternative location for a dog park. SH recommended Outlot A as a perspective location for a dog park. SH stated the city has until 2029 to come up with an ultimate plan for the park. JZ asked if the interested party will need to relocate the trail? SH did not have an answer currently. SH stated the city needs to have the lot appraised and council approval to move forward. SF asked what kind of business is looking at the property, SH was not a liberty to say. SF asked if it was retail, SH said it was not. SF does not want a dog park at outlot A. CS stated that the outlot A area is large and could accommodate multiple uses. SF asked about the entrance location, TV said it would need to be off Tacoma Ave. TV also stated a dog park and a parking lot would not take away from the vast area of outlot A. KH thinks the land on Industrial Blvd would be better suited for a business and we should not be funding a dog park at this time. CS stated we would use park dedication funds in the future to fund a dog park. CS asked what SH is looking for from the commission, SH asked for the commission to consider allowing the land on Industrial Blvd to be sold. SF, JZ, KH, and JM agreed to allow the lot to be sold.
- B. Goals and Objectives; TV presented the Parks and Rec goal for 2021. CS asked to include Willkommen Shelter Tin and LED light upgrades, Pavilion floor refinish and paint the Pavilion exterior. KH stated the baseball club would help hang

Norwood Young America

the tin in spring. KH asked about the lights on the softball fields the Sports Complex, TV corrected and stated they were looking for fence extensions. CS said the softball boosters were going to contact the commission in spring. TV stated the commission had agreed to add those fences into the future budget but there are no plans yet to fund this. CS asked to add the ditching of Friendship Park to the goals.

7. Miscellaneous Updates

- A. 2020 Parks Accomplishments; TV asked the commission what he should report to the council for the 2020 work done in the parks. CS stated we should include tree planting at Prairie Dawn Park, Skating Rink improvements, Friendship Park bathroom remodel, the Pavilion door replacements and the dog stations that were installed. SH added the sidewalk ratings were done in 2020 as well. SF asked about the fridge replacement at the Pavilion, TV stated not until 2021. CS asked when the ice will be ready and if we will close the warming house due to Covid-19? TV stated we are working on the ice and is unclear about the use of the warming house. JM asked if the boyscouts finished the flagpole at Friendship Park, TV stated they did not. CS asked if the ice maker was working at the Pavilion, TV confirmed it is.

8. Commissioner Report/Updates; no update

9. Adjourn; JZ made a motion to adjourn, SF second at 6:53pm. approved 5-0

Respectfully Submitted by

Tony Voigt, Public Service Director

Norwood Young America



TO: Parks and Recreation Commission Members

FROM: Tony Voigt, Public Service Director

DATE: January 19th, 2021

RE: Old Town

I received and included quotes from SEH, Encompass, and Bolton & Menk. Encompass did not include engineering to fix the truss rafters which were not identified in the original scope of work but identified by the other engineer firms. I will bring any adjustments they make to their proposal at the next meeting. I have included the follow up questions at the request from the Commission at the December meeting, SEH has not yet responded. I will provide updates at the meeting if they respond. We were approved to spend up to \$100,000 of the 2021 budget for this project.

Suggested action: Identify a consultant we would recommend to city council for project approval

Norwood Young America



July 21, 2020

Tony Voigt
Public Service Director
City of Norwood Young America
310 Elm Street West – PO Box 59
Norwood Young America, MN 55368
tvoigt@cityofnya.com

Re: **Professional Services Proposal: Contract Repair Design Documents**
Old Town In The Park
21 Main Street East
Norwood Young America, MN 55368

Dear Tony:

In accordance with your request, we are pleased to present our proposal to prepare contract repair design documents and manage a bid process for proposed exterior repairs of Old Town in The Park located in Norwood Young America.

SCOPE OF PROPOSED SERVICES

Encompass, Inc. proposes to provide the following services:

1.0 Repair Documents

- 1.1 Based on recommendations from the previously completed Encompass evaluation, we will prepare exterior repair outline drawings and specifications, which can be used to obtain competitive bids from qualified contractors.
- 1.2 The scope of repairs will include removal and replacement of all exterior stucco with a new drainable system to match existing, repair water damaged framing, extending the foundation wall upwards one course, reconnecting the framing to the foundation, and removal and replacement of the windows.
- 1.3 Document preparation will include engineering services related to referenced plans, details, and specifications.

2.0 Bid Management

- 2.1 Assist the city in soliciting bids from at least (3) qualified contractors, including a pre-bid walk- through/meeting with potential bidders.
- 2.2 Review and analyze the bids received from selected contractors for the restoration work and provide a recommendation for the project contractor(s).
- 2.3 Attend a meeting with city representatives to discuss repair bids.

EXCLUSIONS

No construction phase activities are included as part of this proposal; however, these can be provided upon request.

No interior finishes, electrical, mechanical, plumbing, or food service is included.

COST OF PROFESSIONAL SERVICES

The cost to prepare contract repair design documents and manage a bid process for proposed exterior repairs of Old Town in The Park, shall not exceed \$6,500.

This proposal does not include the performing of construction administration or observation services; a proposal for those services can be provided at your request.

BASIS OF PAYMENT

Basis of Payment for the services outlined above shall be per hour of service rendered at the rates below. In addition to hourly service, all direct project expenses shall be billed at cost. Expenses could include, but not limited to, cost of printing and reproduction of documents and automobile mileage at the rate of \$.58 per mile. Invoicing for professional engineering services will be made monthly. Hourly rates for professional services, by classification, are:

1. Principal Engineer	\$195.00
2. Senior Project Engineer	\$185.00
3. Project Engineer	\$175.00
4. Licensed Engineer	\$155.00
5. Technician III	\$145.00
6. Technician II	\$135.00
7. Technician I	\$115.00

WARRANTY

No warranty is implied or intended. Encompass does not warranty the work performed by others.

MOLD DISCLAIMER

Evaluation and/or abatement of any fungal growth is outside the scope of our proposed services.

CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

MINNESOTA STATUTORY 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.
- 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.

ENTIRE AGREEMENT

Upon Client's acceptance, this Proposal represents and contains the entire agreement and understanding between Encompass and the Client with respect to the subject matter of this Proposal and supersedes any and all prior oral and written agreements and understandings.

MODIFICATIONS

The accepted Proposal may be modified only by a written instrument executed by both parties.

Thank you for the opportunity to present this proposal. We will be pleased to review the scope of this proposal with you at your convenience.

Upon receipt of a City of Norwood Young American purchase order or contract, we will coordinate commencement with you.

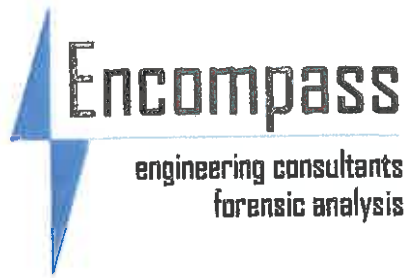
Should you have any questions, please call.

Respectfully submitted,

ENCOMPASS, INC.

A handwritten signature in black ink, appearing to read 'Mark Bl', with a long horizontal line extending to the right.

Mark Blazevic, P.E.
Senior Project Engineer



ENCOMPASS, INC.
PROPOSAL ACCEPTANCE

Old Town In the Park
PROFESSIONAL ENGINEERING SERVICES
REPAIR DOCUMENTS
PROPOSAL DATED: JULY 21, 2020

We accept the scope, terms and conditions of this proposal as described herein.

City of Norwood Young America

Authorized Signature

Date: _____

Written Name

Title

Agreement for Professional Services

This Agreement is effective as of December 14, 2020, between City of Norwood Young America, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Old Town in the Park Pavilion Improvements.

Client's Authorized Representative: Tony Voigt
Address: 310 Elm Street West, PO Box 59
Norwood Young America, MN 55368
Telephone: 952.467.1830 **email:** Publicservices@cityofnya.com

Project Manager: Brian Bergstrom
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 651.490.2031 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project Understanding: The City of Norwood Young America would like to provide improvements to the existing Old Town in the Park Building located at 21 Main Street. The building is a two-story wood framed structure constructed in 1991. The building is used for concessions, ball field equipment storage and as clubhouse. The Building is experiencing significant water infiltration issues at the base of the wall, windows, and at the roof. The project will include repairing the damaged wood stud walls where they meet grade, replacement of windows, doors, siding and roofing materials to create a water tight structure.

Exterior site grading and storm water drainage will be reviewed as part of this scope of work. If it is recommended that the site pavement, grading and storm drainage systems be modified to divert storm water away from the structure final site design services can be provided as an additional service and fee upon the cities approval.

Scope of Services:

Design Phase

Generation of detailed architectural, and structural construction drawings and specifications. Construction document package will be prepared for submitting to authorities for plan and reviews and issuance of permits, and for issuance to contractors for construction pricing.

Deliverables include the following:

- Site visit to field verify current conditions and dimensions of the buildings.
- Project manual including front end and Technical specifications.
- Building code analysis for code compliance review and approval by Authorities Having Jurisdiction (AHJ).
- Review of site grades, pavement, and storm water drainage systems. The findings and recommendations will be provided regarding possible modifications to the site to address storm water infiltration issues. Final site design services to implement recommended modifications can be provided as an additional service and fee upon approval by the Owner.
- Architectural building floor plan and details

- Architectural roof plan and details
- Architectural exterior elevations and details
- Interior finish schedules and details
- Structural framing plans and details
- Mechanical, electrical, and plumbing design services will be provided by the contractor on a design-build basis and are not included in this scope of work.

Bidding Assistance

Distribution of bidding documents to selected contractors. Assistance will be provided to administer the quote process for contractor selection and generation of construction contracts. Activities include:

- Issuance of invitation for Quotes to selected contractors and distribution of bid documents. Cost of plan distribution will be invoiced to the Owner as a reimbursable expense
- Responding to bidder's questions, providing clarifications to bid documents, and issuance of addenda as needed
- Review of Request for Substitution submissions
- Quote evaluation and preparation of recommendations for contractor selection
- Preparation of draft contracts for construction with selected contractor

Construction Administration

Administration of the Contract between the Owner and the Contractor for the construction of the project. Activities include:

- Organizing and conducting Pre-Construction Meeting with the contractor
- Answering field questions and providing additional information to contractor as required during construction
- Review and response to contractor-issued RFI's
- Review of shop drawings, product data and other submittals as designated by the contract documents
- Attendance of Structural Engineer at one (1) construction site meeting to review progress of the work.

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Value engineering
2. Re-design efforts
3. Renderings and 3-D Modeling
4. Civil / Site design and engineering services
5. Mechanical, electrical, and plumbing design and engineering services
6. Administration of a public bid process – this proposal assumes contractors will be invited to solicit quotes
7. Environmental testing and engineering
8. Permitting fees
9. Special Inspections
10. Furniture, fixtures and equipment (FFE) design and procurement
11. Additional site visits beyond those outlined in this Project Scope

Schedule: The Scope of Work as listed in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The project schedule shall include allowances for periods of time required for Owner reviews and for approval of submissions by Authorities Having Jurisdiction over the Project. We propose to have the design phase complete to allow for solicitation of contractor quotes in the spring of 2021.

Payment: The lump sum fee is \$14,500 excluding expenses and equipment. Expenses and equipment charges are currently estimated at \$500.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General

Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None

document3

Short Elliott Hendrickson Inc.

City of Norwood Young America, MN

By: Brian Bergstrom
Title: Principal / Project Manager
Date: December 14, 2020

By: _____
Title: _____
Date: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Norwood Young America (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 14, 2020

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

document2

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements; surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

September 14, 2020

Mr. Tony Voigt
Public Services Director
310 Elm Street West - PO Box 59
Norwood Young America, MN 55368

RE: Proposal - Willkommen Park Olde Towne Building Rehabilitation

Dear Mr. Voigt,

Thank you for the opportunity to propose on the rehabilitation of the Olde Towne Building in Willkommen Park. The basis for this proposal is our site visit and meeting on-site on August 18, 2020. We are pleased to offer you the following services based upon the services that we discussed. To provide these services, we'll be partnering with HCM Architects to provide expertise in waterproofing, flashing, and façade repair in addition to structural engineering.

Project Understanding

We understand that Norwood Young America is interesting in rehabbing the existing Olde Towne Building in Willkommen Park. The existing building was built in 1991 and has moisture infiltration observed throughout the building particularly at the base of the walls and near existing openings. There are several structural concerns with the building, particularly the existing trusses and the condition of the existing stud walls around the perimeter of the building.

The building is used during baseball games and provides multiple functions including dugout shelter, announcer's booth, limited spectators overlook, concessions stand including food and drink sales, and maintenance equipment storage.

Scope of Work

The scope of work has been broken out into 4 Steps. Beginning with the most basic needs of preserving the structure and mitigating any damage, the remaining three Steps are relative to interior functions within the facility. It is the opinion of HCM that, in order to provide a truly sound structure and to reduce liability on the part of the city, all 4 Steps be completed to comply with the Minnesota State Building Code. With that said, we understand that budgets are tight, so proceeding with only Step 1 or a combination of Steps is also an option. **It should also be noted that Step 1 likely qualifies as routine/deferred maintenance, and does not necessitate the execution of the remaining three Steps.**

Step 1: Envelope and Structural Work

HCM, in coordination with Bolton and Menk, will provide demolition plans to remove all of the stucco and sheathing down to the studs. The reasoning for this is two-fold. First, a complete analysis of structural damage is not feasible with the current façade in place. Second, though we have a general idea of where water intrusion is occurring, we cannot ensure the performance of the envelope without truly assessing every source of water intrusion. While a complete survey of the

stucco is certainly possible, it will be more cost effective to replace the stucco. This will result in an envelope that lasts significantly longer, requires less maintenance over time and is able to take advantage of warranties should any issues arise.

After the stucco and sheathing have been removed a complete structural inspection will be completed to determine the full extents of structural damage. With a thorough understanding of the structural needs, repair details will be designed and detailed to be implemented prior to replacement of the façade. The extent of the structural repairs are currently anticipated to include existing trusses, headers and jambs for multiple openings, and the bottom of the exterior walls.

We recommend the removal and replacement of the concrete walk around the building to slope away from the existing walls and drain the water into the existing storm drain.

Deliverables:

- Demolition plans and specifications
- Floor Plans
- Exterior Elevations
- Specification and selection of new windows and doors
- Detail drawings for openings –including flashing, finishes etc.
- Details and specifications for waterproofing at slab and typical wall assemblies
- Details for necessary structural repairs
- Details for concrete walk replacement

Step 2: Safety Audit

Several aspects of the interior are non-compliant relative to life safety. Items like guard rails for the stair, exit signage and non-compliant electrical work serve as a significant liability for the city. HCM will document any life safety and code violations within the structure and formulate a report that summarizes each item and presents the best course of action.

Deliverables:

- Written Safety Audit Report
- Architectural Details for specific items like guardrails

Step 3: Accessibility Audit

Similar to the safety audit, accessibility claims represent a significant liability for the City, and due to the timeframe of the original building's construction (a year after the Americans with Disabilities Act and 2 years before specific guidelines were provided in the code), there are multiple items that should be addressed. Items like thresholds at doorways, the height of service counters, the location of electrical outlets, handrails, etc. will be logged by HCM and presented to the city in a format that allows for easy bidding.

Deliverables:

- Written Accessibility Audit Report
- Architectural Details relative to specific items

Step 4: Food Service and Interior Functionality

There are guidelines in place for food and drink service that would help increase the safety of food prep and make the existing functions within the concession area more efficient. This is a more open-ended assessment where HCM, after meeting with local stakeholders and staff, would develop

interior floor plans, finish selection and specifications to increase food safety and service capacity with minimal alterations to plumbing locations, walls, openings, etc.

Deliverables:

- Interior Demo Plan
- Interior Floor Plan
- Architectural Details Relative to any new construction

Project Cost

We propose to complete our work on an estimated hourly fee basis for the proposed services. We estimate the cost to complete the above described work to be as shown in the table below and billed hourly.

Service	Estimated Fee
Step 1: Envelope and Structural Work	\$ 26,500.00
Step 2: Safety Audit	\$ 2,500.00
Step 3: Accessibility Audit	\$ 2,500.00
Step 4: Food Service and Interior Functionality	\$ 3,000.00

If you have questions regarding this proposal, please, do not hesitate to call me directly at 952-890-0509 ext. 3479, on my cell phone at 651-829-0501, or by email at david.stark@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.



David J. Stark
Structural Project Engineer

CC: Steve Helget, City Administrator
Jake Saulsbury, Bolton & Menk, Inc.

I hereby accept this proposal and authorize
Bolton & Menk, Inc. to proceed with this work.

Accepted:

Printed Name

Signature

Date: _____

Tony Voigt

From: David Stark <David.Stark@bolton-menk.com>
Sent: Monday, January 11, 2021 2:42 PM
To: Tony Voigt
Cc: Jake Saulsbury
Subject: RE: Proposal - Willkommen Park Olde Towne Building Rehabilitation

Tony,

Thanks for reaching out. I provided answers below, **in red**, to your questions. Please let me know if there is anything else I can help with.

Thanks,

David Stark, PE (MN)
Structural Project Engineer

Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337-1649
Phone: 952-890-0509 ext. 3479
Mobile: 651-829-0501
Bolton-Menk.com

From: Tony Voigt <publicservices@cityofnyc.com>
Sent: Monday, January 11, 2021 10:01 AM
To: David Stark <David.Stark@bolton-menk.com>
Subject: RE: Proposal - Willkommen Park Olde Towne Building Rehabilitation

David, I have included below a few follow up questions from the Parks Commission. Could you help answer these before this coming Wednesday?

1. What is the timeline to prepare plans and obtain specs for the project, and when could potentially start? **Step 1 of our proposal will take about 6-8 weeks after we are provided authorization to proceed, to prepare plans, details, and specifications. We are available to start when provided authorization to proceed. Steps 2-4 would be scheduled as authorized/desired and each take 1-2 weeks to complete.**
2. Will you require a commission of the total project? **No. The proposal outlines the proposed fees for each step of the project.**
3. Will there be a timeline or written contract for the awarded contractors? **Yes, specifications would dictate the construction schedule/required completion date. The specification would also reference the AIA contract to be used between Owner (City) and General Contractor.**
4. Can we be instructed to know how much we can get completed for a given amount or break the project into phases? **Examples being \$50,000, \$100,000, \$150,000, etc. This would require an additional Step to our proposed Steps and additional fees, but yes, a phased approach and cost estimates can be provided if desired.**
5. We would like to start this project as soon as the weather permits. **This is a plausible construction start date, but will be impacted by being given authorization to proceed. This assumes 6-8 weeks of design time, 3-4 weeks of bidding, 2 weeks of contractor selection, and 1 week to finalize contracts. Based on these durations, a contractor could begin work approximately 3 months from now (mid-late April). This is also dependent upon contractor availability.**

Tony Voigt

From: Mark Blazevic <mark@encompassinc.com>
Sent: Tuesday, January 12, 2021 8:30 AM
To: Tony Voigt
Subject: RE: Encompass "Old Town in the Park-Exterior Assessment"
Attachments: Encompass Engineering Services Proposal - City of NYA - July 2020.pdf

Tony,

In response to your questions -

1a- We did not assess the roof trusses that you are referencing, I would need more information to answer this question
1b - Our timeline would be design FEB-March, bidding April, construction late spring
2 - we don't have any commissioning, our proposal outlines exterior envelope work only, please note there is no construction phase services included in our proposal nor are there interior, or MEP design services 3. We would outline a schedule in the documents, preparation of a contract would be part of the construction phase activities 4. I don't have any services include to divide the project in this manner, I would recommend engaging a contractor to advise on these estimating services

Thanks,

Mark Blazevic, P.E. (MN, FL, IA, NY, OH, SD, WI) | Senior Project Engineer | Encompass, Inc.
5435 Feltl Rd | Minnetonka | MN | 55343
Mobile: 952-484-0124 | Direct: 952-224-5779 | Main: 952-854-4511
<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.encompassinc.com&c=E,1,qow4y6zWzSaRIAsmbPBF9rERE LIWoXsdtFn3IjLSvqBSMcmMDfwmNIY0VohI9VvoroEfXkJCQ9yRGc3SbwfVvAZdHi300WbM64CFYTYFa2avHHwHwJo&typo=1>

Privileged and Confidential: This electronic message and any attachments are confidential property of the sender. The information is intended only for the use of the person to whom it was addressed and any other interception, copying, accessing, or disclosure of this message is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please immediately notify the sender and purge the message you received. Do not forward this message without permission.

-----Original Message-----

From: Tony Voigt <publicservices@cityofnyc.com>
Sent: Monday, January 11, 2021 9:58 AM
To: Mark Blazevic <mark@encompassinc.com>
Subject: RE: Encompass "Old Town in the Park-Exterior Assessment"

Mark, We are looking to get this project started this spring. I am looking for a few follow up questions. I did not see any structural engineering on your proposal for repairing the improperly engineered roof trusses. IS that included and I did not see it? Also, I included below a few follow up questions from our Parks Commission to all consultant I solicited from.

1. What is the timeline to prepare plans and obtain specs for the project, and when could potentially start?
2. Will you require a commission of the total project?
3. Will there be a timeline or written contract for the awarded contractors?

4. Can we be instructed to know how much we can get completed for a given amount or break the project into phases?
Examples being \$50,000, \$100,000, \$150,000, etc.
5. We would like to start this project as soon as the weather permits.

Thanks.

Tony Voigt
Public Service Director

City Of Norwood Young America
310 Elm Street West – PO Box 59
Norwood Young America, MN 55368
Phone: (952)467-1830
Email: tvoigt@cityofnya.com

Website:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.cityofnya.com&c=E,1,36e3x2pgu6rylVxX7fh_AOuTV6rQCBTwmmukO6DHa67iFcwyMjz9FuM8E3eq4SOHpZK6PnzWL6VeGkg1krfFmIKM_2s1yhDdKmXGfQ64rpwGldkIDQfB&typo=1

-----Original Message-----

From: Mark Blazevic <mark@encompassinc.com>
Sent: Monday, June 29, 2020 2:12 PM
To: Tony Voigt <publicservices@cityofnya.com>
Cc: Stephanie Lovaasen <steph@encompassinc.com>
Subject: RE: Encompass "Old Town in the Park-Exterior Assessment"

Tony,

I was forwarded your message regarding Old Town, I am out of town this week but am back Monday. We can connect at that point to see how we can help, I attached the report we prepared in 2015

Thanks,

Mark Blazevic, P.E. (MN, FL, IA, NY, OH, SD, WI) | Senior Project Engineer | Encompass, Inc.
5435 Feltl Rd | Minnetonka | MN | 55343
Mobile: 952-484-0124 | Direct: 952-224-5779 | Main: 952-854-4511
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.encompassinc.com&c=E,1,rXoelZkHmDWP4OUaVded_CC33yNVw3N6qDGJ8AEZQ8N4nHYfNBiyZqtVTc_DAFvquCBUpfaRZZC66UeFISqZHnnfKHwElzy3Ofdt54y9zCF1aDTM4nAdQkVx&typo=1

Privileged and Confidential: This electronic message and any attachments are confidential property of the sender. The information is intended only for the use of the person to whom it was addressed and any other interception, copying, accessing, or disclosure of this message is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please immediately notify the sender and purge the message you received. Do not forward this message without permission.

-----Original Message-----

From: Stephanie Lovaasen <steph@encompassinc.com>



TO: Parks and Recreation Commission Members
FROM: Tony Voigt, Public Service Director
DATE: January 19th, 2021
RE: Trail lighting and bench placement along Hwy 212 trail, Kehrre Park and underpass

I have included maps with measurements and proposed locations for benches. Matt with Choice Electric had offered 90 foot spacing as a lighting option along Hwy 212. Matt said some cities will alternate light poles (especially over bench locations) and bollards within the project to give more light in certain areas. Matt gave an estimated cost for installing and providing lights. We have approximately 4435 feet of total trail to light. I have included some approximate cost estimates below.

4435 total feet divided by 90 feet spacing between lights requires approximately 50 lights

Choice Electric estimates

20	LED Bollard installed for low level lighting	\$54,240.00
5	LED 15' Light Pole installed for overhead lighting	\$23,480.00

I included on the map potential sites to install benches and a spot proposed to replace the civic group sign removed for the project last year. Please look at the locations for discussion at the next meeting.

Suggested Action: Propose light spacing and how many light poles vs bollards to install. Propose bench location to coordinate with light poles. Propose location for civic group sign to be replaced at Kehrre Park

Norwood Young America



3080 4th Ave East
Shakopee, MN 55379

Date: 6/18/2020

Proposal: Trail Lighting Improvements

Company: City of Norwood Young America

Attn: Tony

Introduction

This proposal is for the installation of LED bollard along the trail. It includes a concrete base, form tube, LED bollard, and wire.

Scope of Work

Bollard installation (single)

Furnish and install 100' of conduit and wire
Furnish and install (1) concrete base
Install the LED bollard and terminate
Excludes the cost of the bollard

\$1,400.00








Bollard installation (10)

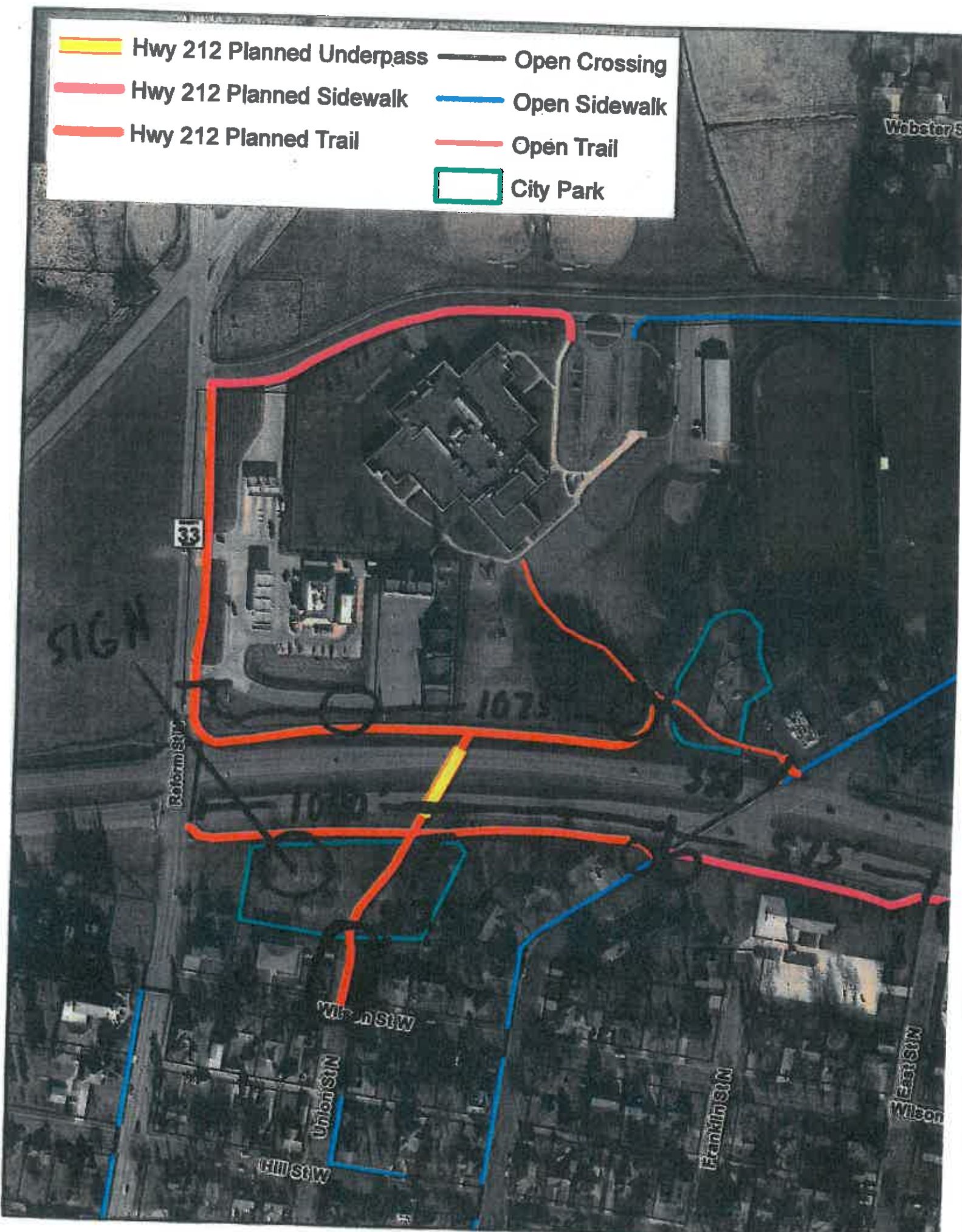
Furnish and install 1000' of conduit and wire
Furnish and install (10) concrete bases
Install the LED bollards and terminate
Excludes the cost of the bollard

\$12,700.00

We appreciate this opportunity. Please contact me with any questions.

Matt Yaeck
Choice Electric, Inc.
952-445-2625 (office)
612-363-8329 (cell)
952-403-9220 (fax)

- | | |
|---|---|
|  Hwy 212 Planned Underpass |  Open Crossing |
|  Hwy 212 Planned Sidewalk |  Open Sidewalk |
|  Hwy 212 Planned Trail |  Open Trail |
|  City Park | |



90' on trail light
Spacing



est. 4435' total
trail along 212



TO: Parks and Recreation Commission Members
FROM: Tony Voigt, Public Service Director
DATE: January 19th, 2021
RE: West Carver Community Pool re-plaster project

We identified in our goals to complete this project in 2021. The City Council approved allocating \$85,000 for this project. I have received one quote so far from Horizon Pool, the same contractor that facilitated the plaster work for the wading pool. I will solicit from more contractors to receive competitive pricing. We have it priced as options to replace the plaster with substrate repairs as needed and the blue water line tile with a structural repair by the steps. The structural repair was identified late last year has progressed this winter. It was not included in the 2021 plaster project nor in the budget. We do have monies in the pool repair budget that we could use towards this repair, dependent upon cost. I would recommend repairing this as we are replacing the tile and the plaster. I would like to get this repair done before the pool opens, depending upon contractor availability. If we don't get it done before the pool opens, we will have it completed at the end of the season. Once the plaster is put in the pool it must be filled and maintained for 30 days to cure.

Should I bring this item back to the commission with pricing or move forward with soliciting quotes and presenting at City Council when received?

Norwood Young America



Date: November 18, 2020
 To: Members of Parks and Recreation Commission
 From: Carol Lagergren
 Re: Bidding and Quote Process for Minnesota municipalities

Based on our conversations at the last Council workshop meeting and after reading several guidance documents from the League of Minnesota Cities, the following information has been summarized:

Contracts include any agreement entered in by a municipality for the sale and purchase of supplies, materials, equipment, or the rental thereof, or the construction, alternation, repair or maintenance of real or personal property.

Type of Contract	Guidelines	Award Options
Contracts over \$175,000	Competitive bidding process	Award based on sealed bids to lowest responsible bidder * Award based on best value criteria shared on RFP **
Contracts from \$25,000 to \$175,000	Competitive bidding process Direct negotiation with at last two quotes, if possible, kept on file for at least one year	Award based on sealed bids to lowest responsible bidder * Award based on quotes to lowest responsible bidder *
Contracts less than \$25,000	Direct negotiation with at last two quotes, if possible, kept on file for at least one year Buy or sell on the open market	Award based on quotes to lowest responsible bidder *

Norwood Young America

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - www.cityofnya.com



* **Lowest responsible bidder** allows for factors such as the bidder's financial responsibility, integrity, skill and ability, and the likelihood that the bidder will do satisfactory work.

** **Best value option** must have criteria listed in the RFP and can be used on one project per year or 20% of the total yearly projects, whichever is more. Best value should be based on:

- Quality of performance on previous contracts
- Timeliness of performance on previous contracts
- Level of customer satisfaction on previous contracts
- Record of performing projects on budget and ability to minimize cost overruns
- Ability to minimize change orders
- Ability to prepare appropriate project plans
- Technical capabilities
- Qualification of key personnel
- Ability to assess and minimize risk

Frequently asked questions:

Why is this process important?

The intent of this bidding/quote process is to:

- *ensure city taxpayers receive the benefit of the lowest obtainable price from a responsible contractor;*
- *provide contractors a level playing field on which to compete for city contracts;*
- *limit the discretion of contract making officials in situations that are susceptible to fraud, favoritism or other abuse.*

Norwood Young America



What specific steps can be taken to keep purchases and contracts free from antitrust problems?

- *Use competitive bids or quotations even when the law does not require them.*
- *Avoid using vendor-furnished specifications that might unnecessarily limit competitive bidding. When consultations prepare bid specifications, they generally should not bid on the contract.*
- *Avoid purchasing from a company in which a councilmember or other city decision maker in the purchasing process has an interest (this is also prohibited under the state's conflict of interest laws).*
- *Avoid informal, unrecorded communications with suppliers.*
- *Do not accept gifts from suppliers (something generally prohibited by the state gift law).*
- *Be sure that when performance bonds or bid bonds are required, they are either legally necessary or are for the purpose of ensuring responsible bidders. Bond requirements can serve as a restriction on bidders and may not be necessary when purchasing standard materials.*
- *Be wary of giving local vendors preference in public purchasing when it limits competition. This does not mean cities must avoid contracting with a local vendor when all other things are equal. Likewise, if the bidder's location has an impact on the contract's cost (such as for delivery charges or repairs), it may be an important factor to consider when determining the lowest responsible bidder.*
- *Emphasize non-restrictive specifications that facilitate competitive bidding.*

Norwood Young America



Date: November 18, 2020
To: Members of Parks and Recreation Commission
From: Carol Lagergren
Re: Open Meeting Law Review

The Minnesota Open Meeting Law requires that meetings of governmental bodies generally be open to the public. The law applies to state and local multimember governmental bodies, including committees, commissions and subcommittees, and nonprofits created by political subdivisions.

When does the Commission need to follow this law?

A meeting is a "meeting" for purposes of the law when a quorum or more of the governmental body is gathered—in person or by electronic means, whether or not action is taken or contemplated.

How do telephone and email conversations apply?

A public body subject to the law should be cautious about using e-mail to communicate with other members of the body. Although the statute does not specifically address the use of e-mail, it is likely that the court would analyze use of e-mail in the same way as it has telephone conversations and letters. That is, private communication about official business through telephone conversations or letters by a quorum of a public body subject to the law would violate the law. Serial communication through telephone conversations or letters by less than a quorum with the intent to avoid a public hearing or to come to an agreement on an issue relating to official business could also violate the law.

What about social gatherings?

The open meeting law does not apply to chance or social gatherings of members of a public body.¹⁶ However, a quorum of a public body may not, as a group, discuss or receive information on official business in any setting under the guise of a private social gathering.

Norwood Young America

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - www.cityofnYA.com



Frequently asked questions:

Why is this law important?

The Minnesota Supreme Court has articulated three purposes of the open meeting law:

- To prohibit actions being taken at a secret meeting where it is impossible for the interested public to become fully informed about a public board's decisions or to detect improper influences
- To assure the public's right to be informed
- To afford the public an opportunity to present its views to the public body

What specific steps can be taken to stay compliant with the Open Meeting Law:

- The primary requirement of the open meeting law is that meetings be open to the public.
- The law requires public bodies to give notice of their meetings.
- The law requires relevant materials to be publicly available.

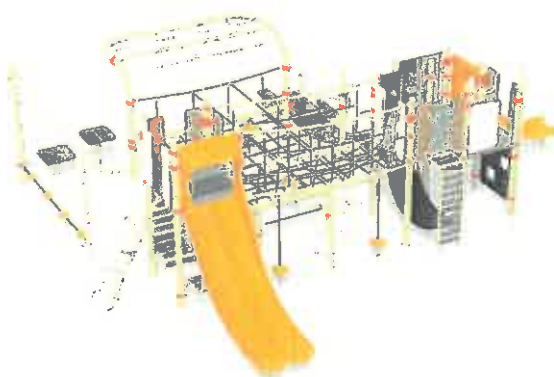
Gifts to Public Officials:

An interested person may not give a gift or request another to give a gift to a local official. A local official may not accept a gift from an interested person.

- "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make.
- Typical threshold is \$5. An exception would be for food or a beverage given at a reception, meal, or meeting away from the recipient's place of work by an organization before whom the recipient appears to make a speech or answer questions as part of a program.

Norwood Young America

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - www.cityofnya.com



Product Line: Smart Play®
Age: 5-12 Years
Budget: \$38,289
Area Required: 46x40
Weight: 3,794 lbs.
Fall Height: 87"
Safety Standard(s): ASTM, CPSC
Bury Type: Direct Bury
Post Material: Aluminum

Components:
• Venti®

State Contract Price - \$35,992
Freight - \$400
Mobilization - \$500
Installation - \$9,179

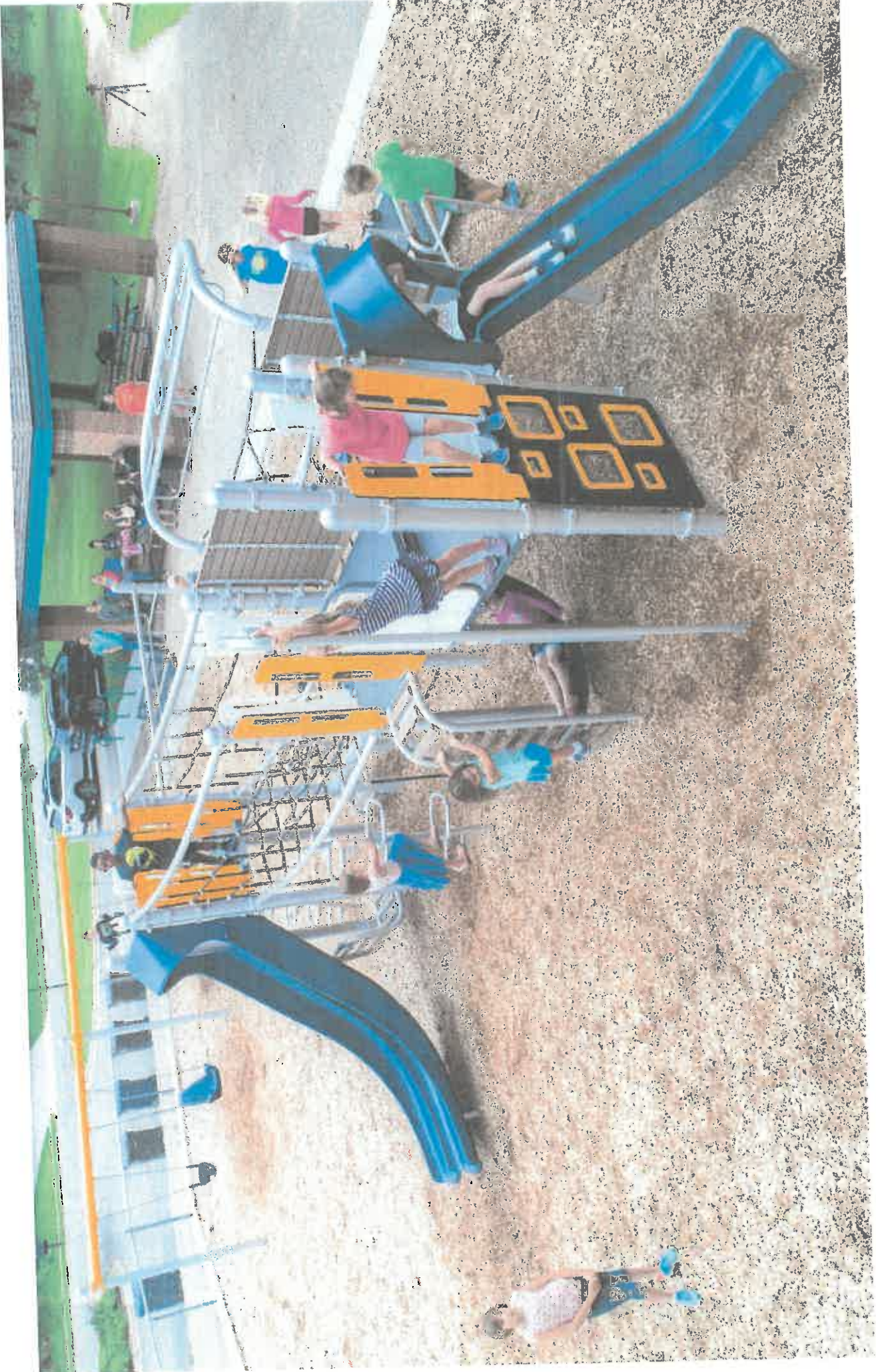
Total - \$46,071

Design
3986

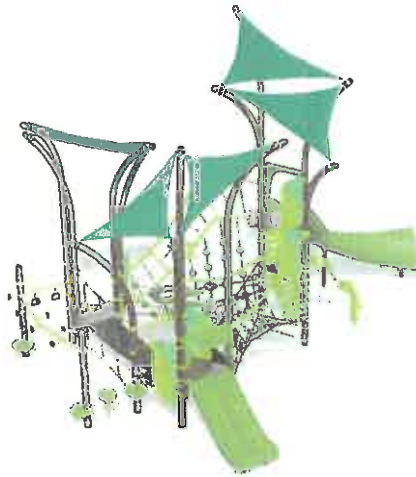












Product Line: PlayBooster®
Age: 5-12 Years
Budget: ****\$40,350. (Custom product manufacturing time and pricing varies by project, please consult with LSI)
Area Required: 48x36
Weight: 3,409 lbs.
Fall Height: 96"
Safety Standard(s): ASTM, CPSC
Bury Type: Direct Bury
Post Material: Steel

Components:
• DTR PB Treetop Structure w/Steel

State Contract Price - \$37,929

Freight - \$400

Mobilization - \$500

Installation - \$15,024

Total - \$53,853



IT IS THE MANUFACTURER'S OBLIGATION AND RESPONSIBILITY TO DESIGN AND CONSTRUCT ALL PLAY EQUIPMENT TO MEET COMPLICATED CONFORM WITH THE AMERICAN SOCIETY OF PLAYING AND RECREATION (ASPR) - JANUARY 1997 FOR PLAY.

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS. EXCESS OVERHANG BASED ON PLAIL.

IT IS THE MANUFACTURER'S OBLIGATION TO DESIGN AND CONSTRUCT ALL PLAY EQUIPMENT TO MEET COMPLICATED CONFORM WITH THE AMERICAN SOCIETY OF PLAYING AND RECREATION (ASPR) - JANUARY 1997 FOR PLAY.

THIS EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE MANUFACTURER SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL COMPONENTS. COMPONENTS SHOULD NOT BE USED IN A MANNER NOT INTENDED BY THE MANUFACTURER.

THIS EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE MANUFACTURER SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL COMPONENTS. COMPONENTS SHOULD NOT BE USED IN A MANNER NOT INTENDED BY THE MANUFACTURER.

DESIGNED BY:

CONSTRUCTION 8/14/2000
LANDSCAPE STRUCTURES, INC.
601 N. MAIN STREET, SUITE 100
PA 15003-2040 TEL 717-321-4001

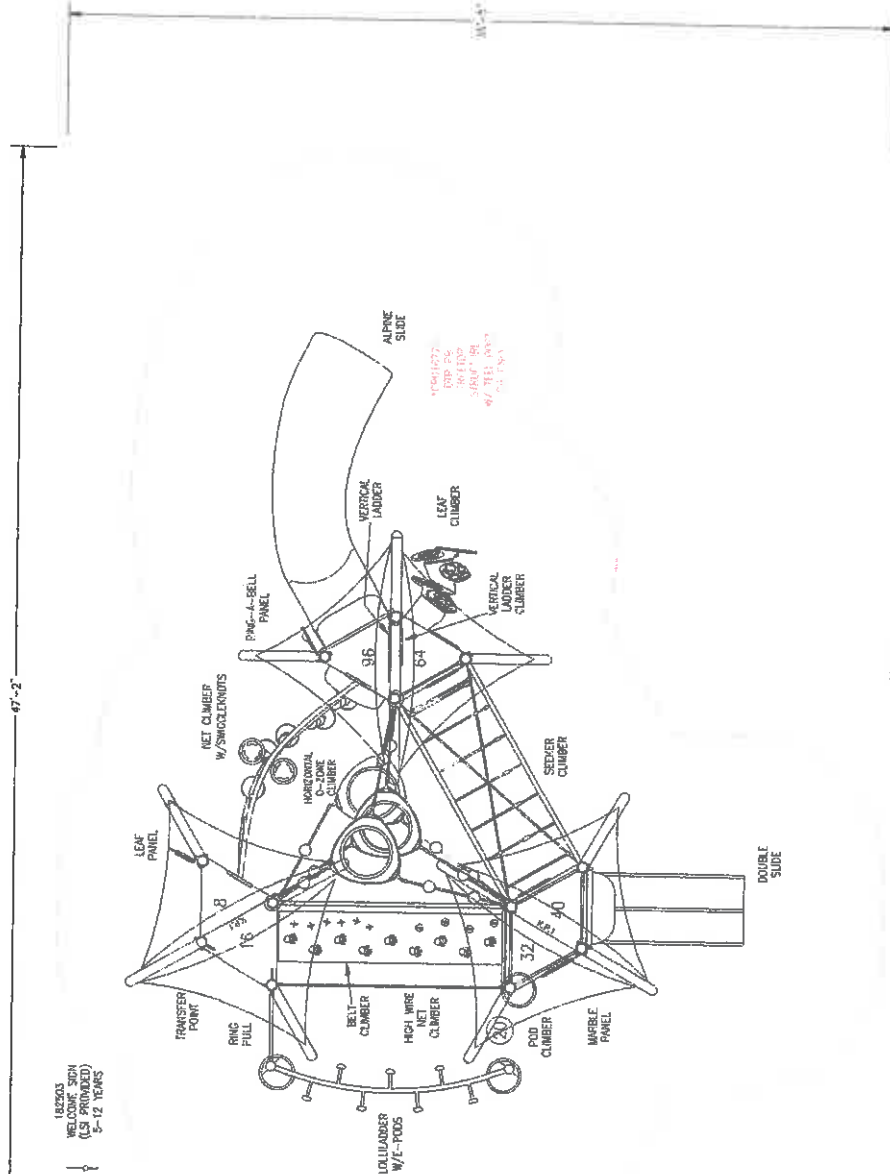
DATE: _____ PREPARED BY: _____



SYSTEM TYPE:
PlayBooster
DRAWING #: 6359

Landscape Structures

DESIGN #6359



Estimated manufacturing time:
4 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

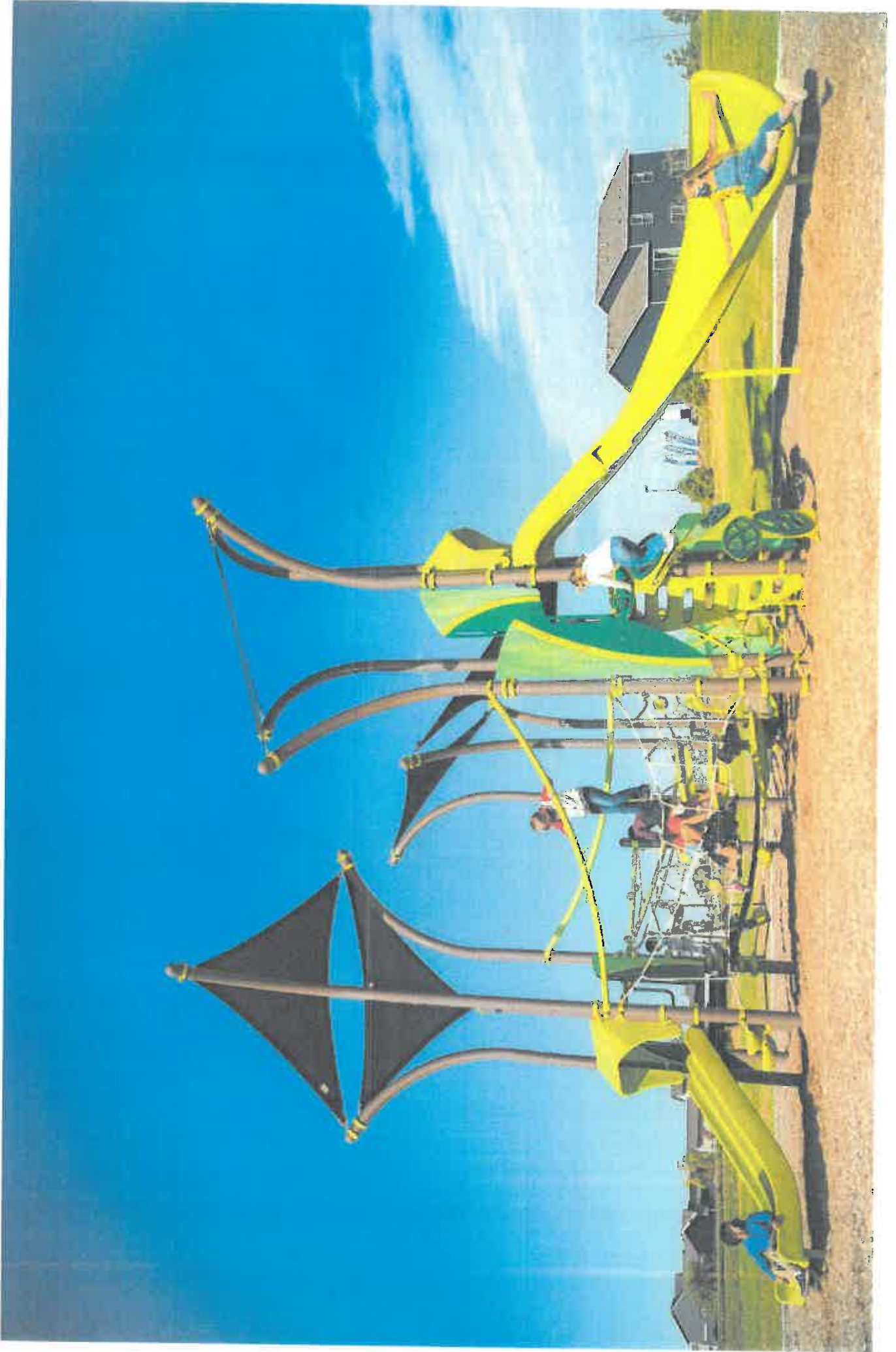
TOTAL ELEVATED PLAY COMPONENTS 10
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER 5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN 5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS 4

TOTAL SQUARE FOOTAGE
1,081 SQ. FT.













MIDWEST PLAYSCAPES

8632 Eagle Creek Circle, Savage, MN 55378
www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888
fax: 952.895.8889
toll free: 800.747.1452

playscapes@earthlink.net

Quotation



BETTER BUSINESS BUREAU.

Project: City of Norwood Young America / Legion Park

Contact: Tony Voigt

Ship To: 310 Elm St W
NYA, MN 55368

Email: tvogt@cityofnya.com

Phone:

Fax:

Bill To: PO Box 59
NYA, MN 55368

Shipping Contact Name:

Date: 12/22/2020

Qty	Design/Item #	Description	Total
1	20-4141A	Playworld Commercial Play Equipment per Design #20-4141A Price includes: Playstructure, Denali Net and Net Bridge (List Price \$57,335 / Save \$9,747)	\$ 47,588.00
			Subtotal \$ 47,588.00
			Freight \$ 3,150.00
			Sales Tax \$ 3,488.24
			Local Sales Tax \$ 253.69
			Total \$ 54,479.93

Option

☐ Add \$3,599 for a 3 Bay Swing including seats as shown in Design #20-4141A.

☐ Add \$8,600 for Installation of the Play Equipment only.

NOTE: Customer is responsible for unloading, freight inventory, storage, site prep, removal of existing equipment, excavation, drainage system, safety surfacing and disposal of packaging material.

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed: _____
Dominic Dvorak

Accepted: _____
Date: _____
Printed Name: _____

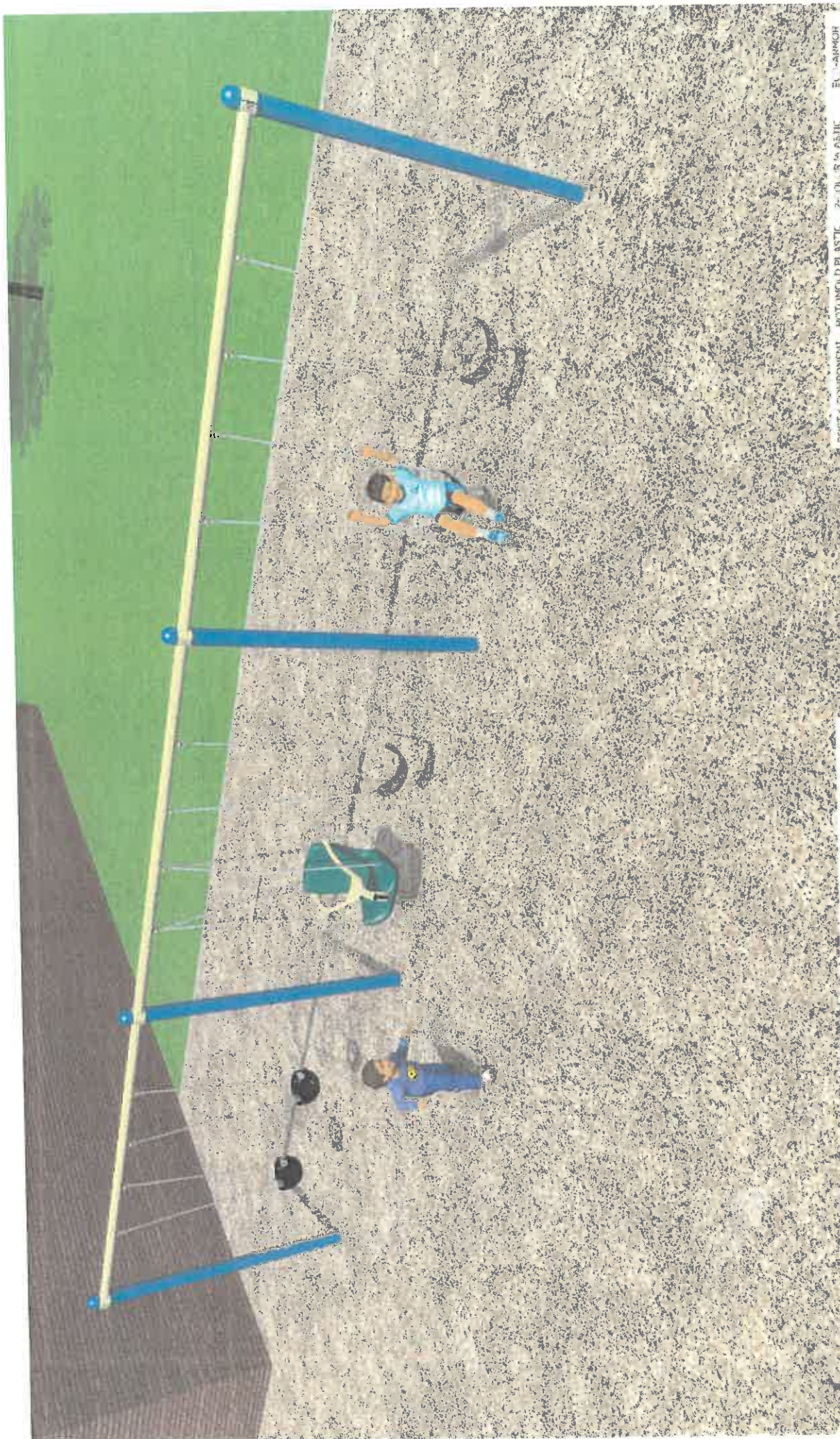
Norwood Young America, MN

卷之六



MIDWEST
PLAYSCAPES

[illegible]



Legion Park
Norwood Young America, MN

Sales Representative
**MIDWEST
PLAYSCAPES**
2000 EAGLE CREEK DRIVE
SARASOTA, FL 34232
PHONE 1-800-747-8472
FAX 1-800-747-8472

Equipment Manufacturer
PLAYWORLD
The World's Most Fun

- POST & COMPONENT
- Blue
 - Beige
 - Forest Green
- ROTUNDED PLASTIC
- Forest Green
 - Green
 - Blue
- 2" DIA. R.W. ASHC
- Forest Green-Sand
 - Gr
- EX - ARMOR
- Red
- RED, BLUE, DEEP & SHADE



MIDWEST PLAYSCAPES, INC.
8632 Eagle Creek Circle
Savage, MN 55378

EQUIPMENT SIZE:
24'0" x 43'8" x 17'4"

USE ZONE:
SEE DWG

AREA:
SEE DWG

PERIMETER:
SEE DWG

FALL HEIGHT:
8 FT.

USER CAPACITY:
55

AGE GROUP:
5-12

LEGION PARK

NORWOOD YOUNG AMERICA, MN

ADA SCHEDULE		Total Elevated Play Activities: 7	
		Total Ground-Level Play Activities: 6	
Required	Provided	Accessible Elevated Activities	Accessible Ground-Level Play Types
4	4	2	2
5	5	2	2

✓ ASTM F1487-17
✓ CPSC #325



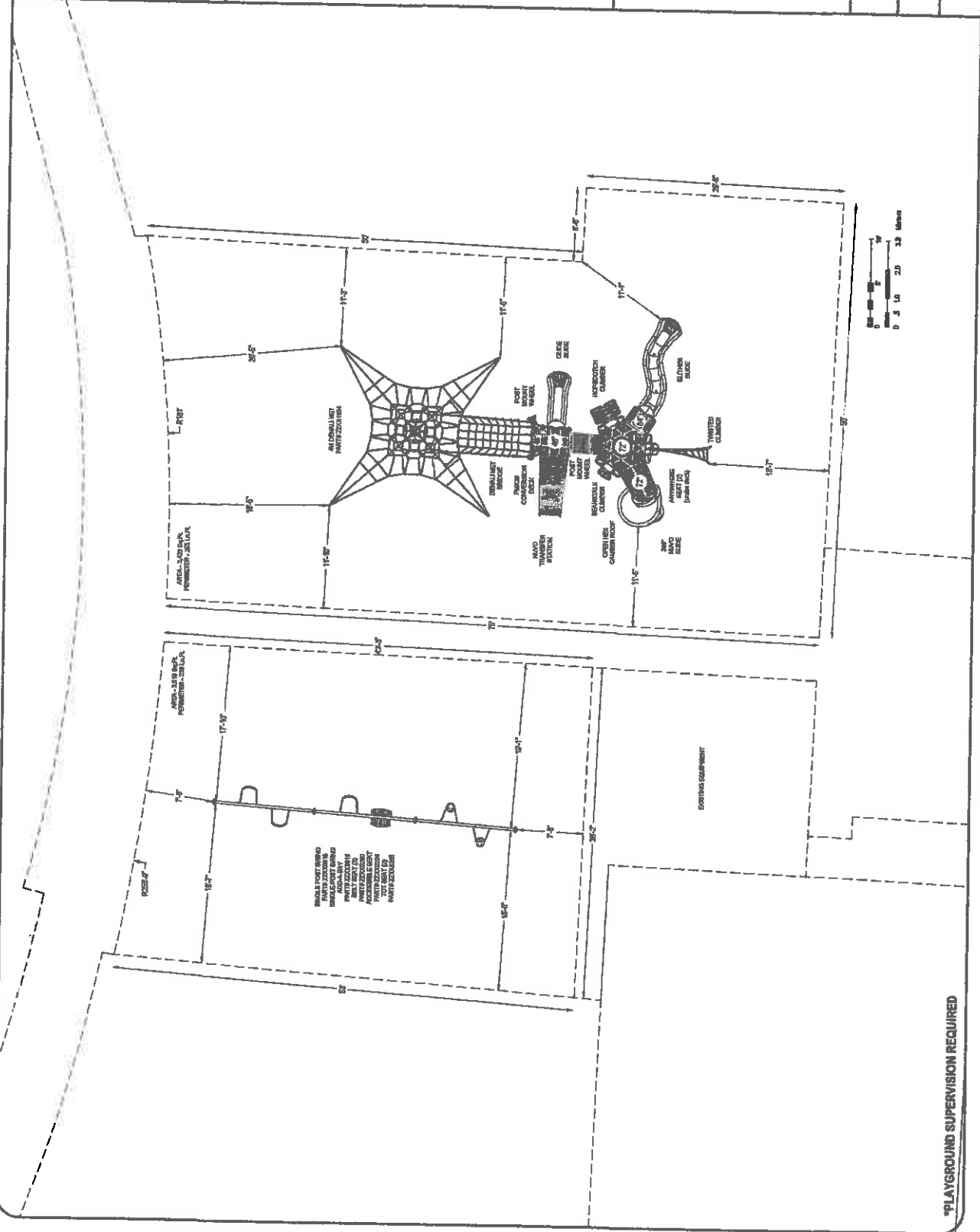
PROJECT NO:
20-4141A

SCALE:
3/8" = 1'-0"

DRAWN BY:
B. MCCAFFERY

Paper Size
B

DATE:
17-DEC-2020



*PLAYGROUND SUPERVISION REQUIRED

