

## NORWOOD YOUNG AMERICA PARKS AND RECREATION COMMISSION Tuesday February 16th, 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
- 2. Adoption of Agenda
- 3. Approve Minutes of 1-19-2021 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

Steve and Tony are working on RFQ's for the solicitation of quotes. We will send the RFQ to the consultants to receive the same and equal proposals.

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

5.1 Approve location of Civic Organization's Sign at Kehrer Park

Steve and Tony are working on RFQ's for the trail lighting and the solicitation of quotes. We will present the information to City Council to review the scope of the project and bring back to the commission for input.

West Carver Community Pool, resurface plaster in lap pool

Steve and Tony are working on RFQ's for the solicitation for quotes. I will update the commission as we proceed on the project.

South Park Hockey Rink, repair boards, add LED lighting

Ice is in great condition and the Park is receiving plenty of use.

Trail and Sidewalk Maintenance

No Updates

Install Ceiling at Willkommen Park Shelter and Upgrade lighting

No Update

Refinish Pavilion Wood Floors

The project is complete. The building will be ready for use after February 15th.

Paint the Pavilion Exterior No Updates.

Clean the ditch at Friendship Park
Project is complete.

Replace Playground Equipment at Legion Park

5.2 Discuss playground options provided by Flagship Recreation and Midwest Playscapes

Arbor Day Celebration, Tree City USA No updates.

**Bench Locations** 

5.3 Bench Donation Program

- 6. New Business
  - 6.1. Skate Park concerns
  - 6.2. Artwork within NYA Community
- 7. Miscelianeous Updates
  - 7.1. Meetings will be virtual until the end of February. City Council will review at the February 22<sup>nd</sup> council meeting and decide at that time.
- 8. Commissioner Report/Updates
- 9. Adjourn

### **Upcoming meetings**

February 22nd,

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

March 2nd,

Planning Commission - 6:00pm

March 8th,

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



## NORWOOD YOUNG AMERICA PARKS AND RECREATION COMMISSION Tuesday January 19<sup>th</sup>, 2021

Zoom meeting at 4:45pm, Meeting ID is 883 9075 5961 and link below <a href="https://us02web.zoom.us/j/88390755961?pwd=S2VRRDQzY2lyNEFqMDY2eDd2VFdidz09">https://us02web.zoom.us/j/88390755961?pwd=S2VRRDQzY2lyNEFqMDY2eDd2VFdidz09</a> meeting minutes

Members Present: Charlie Storms—Chair, City Council, Sharilyn Feltmann—Vice Chair, Karla Hormann—Secretary, Jim Zellmann, Julie Kuenzel, Bill Grundahl,

Staff Present: Tony Voigt—Public Service Director, Steve Helget—City Administrator, Carol Lagergren--Mayor

- 1. Call to order: CS at 4:56pm
  - 1.1 Pledge of Allegiance
  - 1.2 Oath of Office: SF read oath of office to renew her appointment to the commission
  - 1.3 Appointment of Officers: Current Chair is Charlie Storms, Vice Chair is Sharilyn Feltmann, and Secretary is Karla Hormann. Make a motion all appointments stay the same, JK/JZ, 5-0. Karla was absent from vote due to connection issues on zoom link
- 2. Adoption of Agenda: Motion to adopt agenda, JZ/SF, 6-0
- 3. Approve Minutes of 12-15-2020 meeting: Motion to approve minutes BG/SF, 6-0
- 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.) NA
- 5. Old Business/Goals (Updates)

Willkommen Memorial Park, Old Town Buildings

Discuss approving consultant to move forward with the Old Town project: TV presented information on obtaining quotes from consultants. TV included information that we needed to add some structural engineering to the roof trusses. SEH and Bolton & Menk recommended to require this work, TV asked Encompass to include this is there estimate. Encompass added another \$3500 to their proposal. CS asked if this is what we need to move forward. CS asked if they are working with Metro West for inspecting. CS asked what we are getting for the proposals. TV stated the proposals are a plan to fix what was scoped and engineer plans in the 2015 reports. TV stated the will offer management services if we choose to pay for that and Metro West will inspect to make sure we are getting what we pay for. CS asked if the construction timeline will be monitored and who will keep the contractors on track. CS asked the commission if we are comfortable with what we are seeing and what to expect from the consultants? JZ asked if this is what we should expect? CS asked if we are not happy with the project, what can we do about that? TV did not ask that question or what the agreement looks like. There was a lot of discussion about prices on the consultant's proposals. JK asked if we hire them and they do not deliver what we want, what can we do with that? CS asked if we should go with Encompass since they are the most inexpensive? SF asked if we are getting the same results on all the proposals? SF asked if we need to question what services are provided and what is not available? CS mentioned there may be surprises once we open the walls. BG

mentioned we may have to take a leap of faith trust staff to move forward. KH does not like the idea of using a consultant to prepare the plans and is worried it may be a waste of money. JZ fears if we do not start on the project, we will not get the project going and will not move forward. SF asked if a consultant is required. CL, SH and CS all agreed that we need to get estimates, we need better inspection than when it was built in 1991. CS said if we had a good building inspection in 1991, we would not be in this position. CL said yes, the bid process is necessary and provide a scope of work to obtain estimates. JZ asked if we need a plan from a consultant to design a plan to move forward. JZ said we asked contractors to obtain bids a few years ago and we did not find any to move forward. TV stated the 2015 report was a scope to identify what was needed to get repaired. TV stated it did not offer construction plans, just a scope to follow and what to hire consultants with. SF asked if we paid for the first proposals. SH was not clear without looking back in records, but assumed we paid for the services. CS asked if this is step 2, TV agreed. CS asked if next step is to design drawings to go out for bid would be next step, TV agreed. SF asked about timelines for the work to get completed. CS stated we need a recommendation from the commission to bring this to the council. JK said if this is the next step we need to keep moving forward. SF asked if council is aware of the project, CS said it is on the goals list for this year. CL said council is ready to move forward and we will have to figure out cost and how to move forward. CS said we have money in the budget, and this is the next step. Made a motion to hire Encompass, SF/JK, 6-0. SF asked if this will make it on the next meeting. SH said it may be possible. CS asked about the extra \$3500, TV said that will be to include the repair on the truss repair. BG asked what the inspection fees will be. SH said they get a percentage of the building permit and plan review. SH said on \$100,000 project, Metro West will get approximately 33% of the building permit. SH said the building permit would be about \$1800 and Metro West will get about \$630.

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

Discuss trail lighting and bench placement along trail. Review replacement location of civic organization sign removed during construction: TV presented the information pertaining to the memo and the map included. TV presented potential bench locations on the trails. TV stated we could plan to put the lights 90' apart as proposed. TV stated the commission had requested to put poles at the bench locations to properly illuminate those areas. CS received a map from Choice Electric that displayed a map with bollard and light pole locations. CS did not agree with all the pole locations vs bollard locations. CS said it would be roughly \$600 a boilard and about double for tall poles at intersections. JK remembers the 90' spacing being overkill which is in Waconia. CS said there will be a cost increase at the end of February. CS said the poles and bollards can be moved around. CS asked how many poles and how many bollards to get a bid proposal. CS asked that we walk the trail in spring to determine where we want benches and include poles at those locations. CS asked that we remove poles and add bollards on the trail in the intersections. The Commission went through the project and decided to remove the poles on the map at Faxon intersection, by Citizens Bank, Merger intersection, 2 on East St, by Peace Lutheran, both sides of Hwy 212 on Reform St, and one in Kehrer Park. BG said we may add more than one bench and light poles in Kehrer Park. TV recommended adding a picnic table for more seating in the park to coordinate with lighting. CS said we do not need light in the park for outdoor seating since the park closes at sunset. CS said we will take away 8 poles and add 8 bollards with the changes. KH asked if we need this spacing or should we space it out further since Waconia spacing may be overkill. CS asked if we should go to Waconia and look at the lighting to see if the spacing is correct. KH asked if we should be worried about the spacing versus what we budgeted. CS said if the bids come in over \$100,000, we will need to re-think the spacing and re-bid. CS stated after talking with Matt at Choice electric, we need to supply power on the north side and the south side for each segment. CS asked SH if we need MnDOT approval or easements for the project. SH said we will need easements and agreements to get the work done. Motion to put the project out to bids according to the commission specifications, SF/BG, 5-0. JZ asked if we can walk it before or after it goes to council? SH stated we should run this by council. SH recommended the group goes to Waconia and walk the current trail to get a better idea for the lights. CS walked the trail at Waconia and did not think it is overlit. CS asked SH to get the paperwork to the commission members to look at the project. CS asked if we should get an estimated cost from the contractor to bring to council. CL said we are not ready to put this out for bids yet. CL recommended we do more leg work and prepare a better scope of work before we proceed. CL recommended contacting Waconia for cost estimate and not work on estimates from a contractor that will be bidding on the project. TV asked if we will have

a follow up meeting to make a decision on this project. CL recommended making a scope of work and cost estimate to bring to council.

West Carver Community Pool, resurface plaster in lap pool

Discuss replacing the plaster on the lap pool: TV presented the information in the included memo. TV asked the commission if they would like him to bring this item back to the commission or obtain quotes and bring directly to council. CS asked to do the repairs will the pool need to be cut open. TV stated yes the repair needs to be investigated before we plaster the pool. TV was not sure on the timelines or the cost of the crack repair before we plaster. CS asked what it costs to run the pool each day once filled after the plaster work is completed. TV did not know for sure, he estimated well over a \$1000 to keep it running. CS asked what company we utilize for repairs, TV stated we work with Horizon Pool for a lot of repairs, chemicals, and parts. CS recommended working with them for the time and material project since we trust their work. BG asked if there is time in the spring to do the repair. TV stated the structure repair will need to be coordinated with the plaster repair to minimize cost. JZ asked if we would lose the swimming season if the repair did not get completed. TV said we can possibly get the plaster done if we are on someone's schedule early enough. BG asked if it is a waste of time to fix the repair without the plaster work, TV assured it would be a waste since you will be repairing plaster after the repair and then removing the replacement plaster to finish the project. TV assured the project would be coordinated around the swim season. CS recommended TV move forward with the project and not need to bring it back to the commission. JZ recommended bringing this item directly to council with quotes. TV said he will provide updates as the project proceeds.

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

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: TV stated he had another resident donate a bench and did not specify the location. TV asked the commission if they would like to put this bench on the trail. CS agreed that would be fine.

#### 6. New Business

6.1 Mayor Lagergren will present Bidding Quote Process and Open Meeting Law: CL presented the information she provided in the packet discussing the bid process. CL stated we need to get 2 quotes. CL stated we need to be careful with a contractor putting together specs and having the same contractor bid on the project. CL also stated we cannot accept gifts or special treatment to favor a contractor. CL also informed the commission the information about open meeting laws and how we can protect ourselves. CL stated we cannot gather outside of meetings and discuss commission projects. CL stated we cannot accept any gifts from anyone with a financial interest in the city or included in decision making.

### 7. Miscellaneous Updates

- 7.1 Meetings will be virtual at least until the end of February: CS stated the council agreed we will continue virtual meetings until the end of February.
- 8. Commissioner Report/Updates: TV instructed the commission members to go through the included playground literature for ideas at the next meeting. TV also asked the commission members to bring the literature to the next meeting to save reprinting all the information.
- 9. Adjourn: Motion to adjourn, JZ/BG, 5-0

Respectfully submitted	by
Tony Voigt, Public Servi	ices Director



Parks and Recreation Commission Members

FROM:

Tony Voigt, Public Service Director

DATE:

February 16th, 2021

RE:

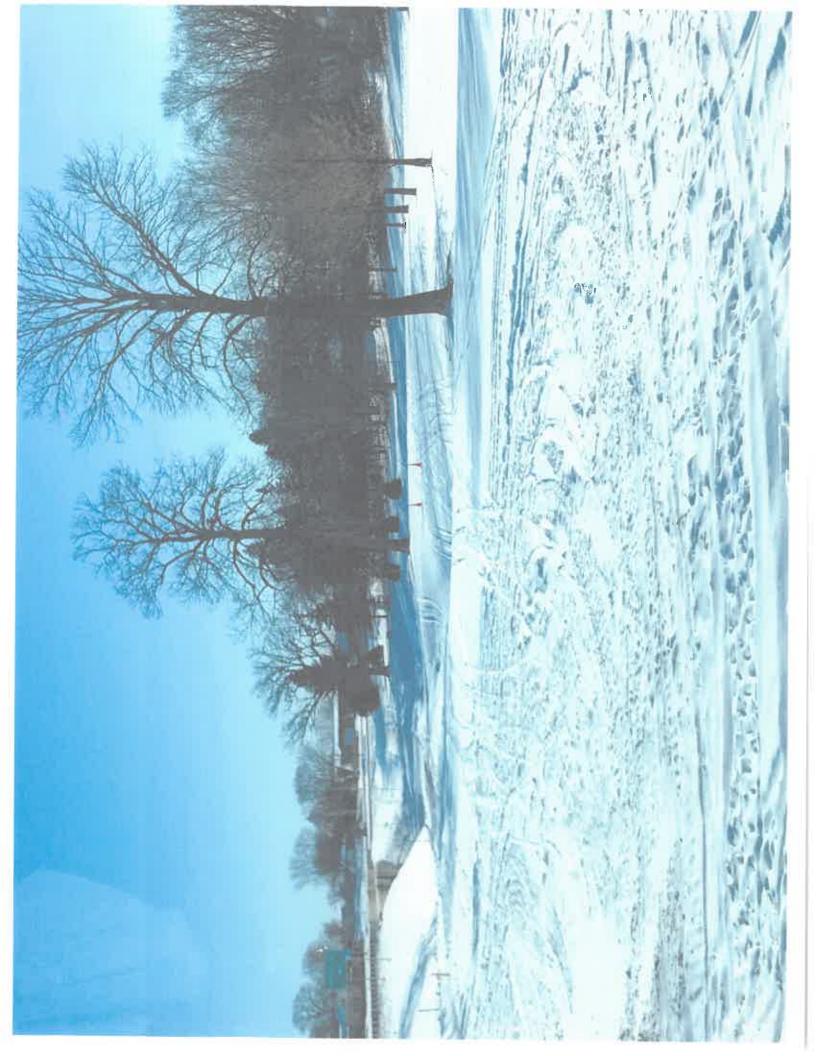
Approve location of Civic Organization's Sign at Kehrer Park

In coordination with the Underpass and Hwy 212 project, we needed to remove the Civic Organization's sign at Kehrer park. I have included a picture of the sign for reference. We removed the sign to avoid damage during construction and placed it at the cities South Storage building. This sign will be replaced in accordance with the 212 Project by the MnDOT awarded contractor this spring. The installation will be at no additional cost to the city as it was included in the project. I have proposed a suggested location marked by city cones in the included pictures for your approval. My suggested location should be far enough off Hwy 212 to minimize the possibility of an impact by a motorist, yet close enough to the highway to visually see the sign. The location I chose is a raised section in the park which should also help deter a motorist that slides off the road and into the park during an accident.

Please drive by the park and look at the cones which mark the suggested sign placement. Be prepared to discuss the location at the meeting to make a final decision.

Suggested Motion: Make a motion to approve location for civic group sign to be relocated at Kehrer Park









Parks and Recreation Commission Members

FROM:

Tony Voigt, Public Service Director

DATE:

February 16th, 2021

RE:

Playground Equipment at Legion Park

I received information and examples from 2 more playground vendors, Flagship Recreation and Midwest Playscapes. They included prices with installation. Both companies said the swings can be replaced at a different time if necessary. If we want the swings to match the new set, we could have the current swing poles painted for an additional cost or staff can take care of it. I was educated on one of the major design differences between MN Playgound's Gametime equipment and both Flagship's Landscape Structures equipment and Midwest's Playworld equipment. Gametime equipment uses welded flanges to attach the playground equipment to the poles. Both Playworld and Landscape Structures attach the equipment to the poles via a clamp system. One of the advantages of the clamp system is the possibility to level the equipment down the road if the ground shifts (like the currently crooked swing poles at the park). Another advantage to the clamp system is the flexibility in future by allowing equipment to be upgraded by simply taking the clamps off the old and putting the new clamps where the future equipment would line up. It would have to follow the same footprint, but the flexibility is there to reuse the poles at a later upgrade time. Both vendors also said the rope climbers, obstacle courses and shade canopies are extremely popular now. As you can see from the prices, each vendor can offer similar equipment for similar costs regardless of the grant monies. All the equipment is on state contract pricing and differs on how each vendor presents there bid. I have included a copy of each manufacturer's warranty.

# Please bring the playground quotes and examples from previous meetings to save printing them again.

Suggested Action: Requesting future directions for staff to follow. Examples being inviting vendors to a meeting, pricing out different equipment, look at equipment in spring for further discussion, etc.

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✓ Yes, I agree

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## Warranty

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## You Have Our Word

More than just a contract, our warranty is our personal commitment that you'll be satisfied with your purchase now and far, far into the future.

As an employee-owned company, we take great pride in the quality of everything we make. And we're so confident that you'll be delighted with your purchase that we back our products with the most comprehensive long-term warranties in the industry. It's just one more way we show how much we care about our customers and communities.

2021 Playground Equipment Warranty

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to:

Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605 USA

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

**100-Year Limited Warranty:** On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

**15-Year Limited Warranty:** On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

**10-Year Limited Warranty:** On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty: On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty: On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics

of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

**3-Year Limited Warranty:** On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanisms, Seesaws, etc., against failuredue to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



# Limited Warranty

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

- 1.LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.
- LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates & aluminum castings.
- 3. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- 4. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage accessible swing seats. Fun Centers ". FirstPlay" play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks "Robinia timbers and galvanized hardware, fabrics shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red. Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- 5.LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower®, LiveWire Zip Line® (except as otherwise specified below), AeroGlider®, Border Timbers®, flex treads, wood and polyoarbonate panels, Eco-Armor coating and PVC coating (against cracking and peeling), site amenities (i.e. benohes, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, and motion; moving play components and parts.
- 6. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, and circuit boards.
- 7. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (\*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems. Inc. in writing at 1000 Buffalo Road. Lewisburg. PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage. Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement parts. By use of these limited

warranties. Buyer accepts their terms and timitations, and warves any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efforescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, aftered, or repaired by unauthonzed third parties;
- that have not been used as designed or intended, or misused;
- · to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear.
   vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as haif, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL. CONSEQUENTIAL. EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

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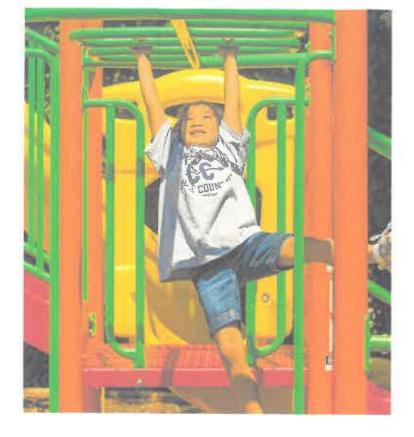
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## Warranty Coverage



# Play Systems and Play Products

- Lifetime limited warranty on PowerScape®, PrimeTime®,
   IONiX®, and Xscape® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- Lifetime limited warranty on IONiX®, PrimeTime® and Xscape® bolt-through connections.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- Fifteen-Year limited warranty on rotationally molded products.

- Iwenty-rear innited warranty on Timber Decor & Timbers recycled plastic lumber.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on HDPE panels.
- Ten-Year limited warranty on pressure-treated pine and redwood products.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated GTShade® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- One-Year limited warranty on all other GameTime products.
- Three-Year limited warranty on Hand Sanitizer Lockbox



# Fitness Products and Challenge Course

- Lifetime warranty on uprights and hardware
- Ten-Year limited warranty on stationary GTfit posts, bars, welds and metal accessories (excluding cycle parts)
- Ten-Year limited warranty on HPL Instructional Signage
- Five-Year limited warranty on Net Climbers
- Five-Year limited warranty on rotationally-molded components
- Five-Year limited warranty on stainless damper module and aluminum cycle cover
- Five-Year limited warranty on HDPE panels.
- Two-Year limited warranty on Challenge Course timing systems (requires GT Impax surfacing)
- Two-Year limited warranty on bearings, damper, plastics,
   rubber parts and some cycle parts, including pedal and shaft
- One-Year limited warranty on Recumbent Cycle belt (excludes cosmetic damage or defects)



# Custom and Themed Products

- Five-Year limited warranty on glass fiber reinforced concrete (GFRC) PlayWorx® structures
- Five-Year limited warranty on glass fiber reinforced polymer (GFRP) Tuff Forms® sculptures
- Five-Year limited warranty on custom-routed HDPE panels.

## VistaRope Products

- Lifetime Warranty Uprights and hardware, excluding cosmetic damages or defects
- 15 Year Limited Warranty on Punched Steel, Pipes, Rails, Loops and Rungs
- 15 Year Limited Warranty on Rotomolded Polyethylene Components
- 15 year limited warranty on nylon bearings and ring junction pieces excluding cosmetic damages or defects
- 10 year limited warranty on cable breakage, excluding cosmetic damages or defects
- 5 year limited warranty on rubber seat and rubber mats for net events, excluding cosmetic damages or defects
- 5 year limited warranty on premature wear of nylon cables, excluding cosmetic damages or defects

## General Warranty Details

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.



Date: February 14, 2021

To: Members of the Park and Recreation Commission

From: City Staff

Re: Bench Donation Program

With the recent increase in donations for benches, staff reviewed the Bench Donation Program guidelines and is recommending the following changes:

- Benches will be ordered quarterly (March, June, September and December) to minimize shipping costs and staff time.
- Parks and Recreation Commission will cover the cost of shipping in their budget.
   Approximate cost is \$160 x 4 shipments = \$640 per year.
- Citizens will be charged a flat rate of \$625 to cover the cost of the bench and one line of engraving (up to \_\_\_\_\_ characters).
- The city GIS consultant, Allison, will create a map of current bench placement as well as future placement options to share with interested citizens.

Attached please find an updated brochure and a thank you letter template.

Recommendation: Motion to recommend changes to the Bench Donation Program guidelines to the City Council for approval.

## The City of Norwood Young America Bench Donation Program



You can recognize a special person or event in your life through a lasting gift to our community. Bench donations provide places for rest and relaxation, allowing everyone to enjoy the beauty of our local parks and trail system. You might want to donate a bench to celebrate a 50th wedding anniversary or a milestone birthday or to recognize a family member or mentor.

Through the Bench Donation Program, individuals or families may purchase and donate a bench for one of our many beautiful parks, trail corridors or specified commercial areas. Your donation of \$625 will provide a lasting memory while enhancing the park and trail system, which is used daily by people of all ages.



Your generous donation will be recognized and appreciated by all with an engraved plaque honoring the individual or event.

A map of available placement options is available at City Hall.

The city will provide the cement foundation and will be responsible for maintenance in the future.

If you are interested in becoming a part of this amazing program, please complete the information below and return this form to:

City of Norwood Young America 310 Elm Street West, PO Box 59 Norwood Young America MN 55368 (952) 467-1800

City staff will contact you to finalize the details. Thank you for your heartfelt contribution to the City of Norwood Young America.

Name:

Address:

Phone Number:

Engraving (up to characters):



Date:
Name Street Address City, State, Zip Code
Dear Mr. and Mrs.
Thank you for your donation of \$625 to cover the cost of a donated bench to the City of Norwood Young America Bench Donation Program. We are so grateful for your heartfelt contribution to our community. Your bench will be a wonderful addition to our park and trail system.
Your bench will have the following engraving: and will be located at:
The city will provide the cement foundation and will be responsible for maintenance of this bench in the future. We are so proud to support you in honoring your
Thank you for working with us to make Norwood Young America a welcoming and beautiful community.
Sincerely,
Members of the Park and Recreation Commission Charlie Storms, Chairman Sharilyn Feltmann Bill Grundahl Karla Horman Julie Kuenzel

## Norwood Young America

Jim Zellmann



Parks and Recreation Commission Members

FROM:

Tony Voigt, Public Service Director

DATE:

February 16th, 2021

RE:

Skate Park concerns

I have included below an email received by a concerned resident. We currently do not have any future upgrade plans or monies budgeted in the future for this park. This past summer we had staff fix all the loose boards, paint the equipment, relocated a few structures to increase the use of the structures, and fix whatever damage we found to the fence. The surface is aging but still seems to be in good condition. To apply a sports surface like proposed at the tennis courts would be upwards of \$20,000+. I reached out to out city engineer for an estimated cost to pave an 1.5" overlay on the project and did not receive a price back yet. I would estimate an overlay would be in the ballpark of \$15,000+. If we do any resurfacing, staff will need to remove all equipment and prepare the fence for the project. There may be additional costs there as well.

"I am writing to you today regarding the NYA skatepark by Dairy Queen. I am concerned about the safety of it. The ground portion of it is made with so many bumps in it that when the kids fall, it tears their elbows and knees up. Falling is a normal occurrence at skateparks and my son knows how to roll with it, but when the material it is made of is so course it is a problem. Also the area is too small and thus there is not enough room for them to complete their runs down the ramps, etc.

With Covid causing so many restrictions, an outdoor skatepark is a great way for kids to burn off some energy. Please, please consider upgrading the skatepark this year! This has been much needed for years. Riding scooter and skateboarding are such healthy activities that we want to encourage in the young generation."

Suggested Action: Decide on the priority of this item and if we should add this to our capital list for improvements



Parks & Recreation Commission

FROM:

Karen Hallquist, Economic Development Marketing Director

DATE:

February 16, 2021

SUBJECT:

**Artwork within NYA Community** 

The NYA Economic Development Commission continues to set goals for additional artisan tourism attractions within the community of NYA. These attractions along with the new trails, park improvements and street/highway repairs add visual value to our growing community. All of the efforts bring visitors, families, new housing developments, new businesses, and ultimately, increased economic growth for the entire community.

The Historic Downtown Norwood Mural "All Tracks Lead Home" was completed in August 2020. The American Legion and VFW "Freedom Rock" in Veteran's Park was completed in September 2020. The next set of goals include a mural in Historic Downtown Young America and artwork in the newly constructed Hwy 212 underpass.

## Historic Downtown Young America Mural

In preparation for the Historic Downtown Young America Mural, city staff will be reaching out to the following organizations (and any other suggested) for input on the project and theme due to the nature of the proposed location - Willkommen Memorial Park grandstand:

- 1. Parks & Recreation Commission
- 2. Willkommen Heritage Center
- 3. Young America Cardinal Baseball Team
- 4. Stiftungsfest Committee

Once gathered, the City Council will be presented with the collected information for further direction. **Action: Commissioners are asked to give input on the theme.** 

#### <u>Underpass Artwork (with Central Schools)</u>

Staff and Mayor Lagergren have started conversations about the underpass artwork with Superintendent Tim Schochenmaier and Central Schools Art Teacher Ashley Willems. Because of the location of the underpass at Highway 212, the City is required to follow MnDOT Policies with the "Art on Trunk Highway Right of Way." The process requires an application with project details such as theme, application of art, maintenance, and removal. Central Schools is able to take a lead role with this and use the project as junior/senior art curriculum, therefore, able to use their funding sources for art supplies. The City would be responsible for maintenance including anti-graffiti means.

Willems will be presenting a proposal for the project at the February 22, 2021 City Council meeting. The proposal will include the idea of "student lead" artwork with the theme of "Kindness, Community and Current Events," criteria for design, timelines for artwork turnover within the tunnel. All of these details will need to meet specific guidelines to satisfy MnDOT's policy and NYA City Council approval.

Action: Discussion only.