



STAFF REPORT

DATE: 6/5/2018

CONSENT

ITEM #: 5

TO: City Council

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Savona Park Zip Line

REVIEWED BY: Ben Prchal, City Planner
Kristina Handt, City Administrator

BACKGROUND: In March 2017 the City Council reviewed and approved amenities to be included in the construction of Savona Park. Residents of the neighborhood submitted requests for amenities and brought those request forward for staff and Parks Commission review.

ISSUE BEFORE COUNCIL: Does the City Council support and approve installation of a Zip Line in lieu of a basketball court?

PROPOSAL DETAILS/ANALYSIS: Since Commission recommendation and Council approval of Savona Park Construction several obstacles have risen with the size and topography of the park parcel along with orientation and installation of park amenities. One such challenge is the installation of a basketball court. With the natural features of the land staff feels it will be difficult to install a basketball court without significant grading and tree removal. Grading needs to take place to ensure the natural water drainage is diverted away from the proposed court location and tree removal will need to take place allowing for grading and adequate space for the court. If the required number of trees are removed to allow for drainage and basketball court installation a “natural buffer” between the park and several residential back yards will no longer exist.

After review of the initial survey and amenity request from Savona residents, staff feels the addition of a zip line in place of the basketball court will meet the needs of area residents. An email was sent to the original survey facilitator and support for the zip line was confirmed rather than removal of several trees to allow for a basketball court.

FISCAL IMPACT: No new addition impact is expected beyond the approved \$150,000

OPTIONS:

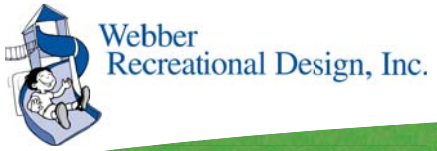
- Approve Zip Line installation in place of basketball court
- Deny Zip Line installation and continue with basketball court installation
- Table for further discussion

RECOMMENDATION: *if removed from Consent Agenda*

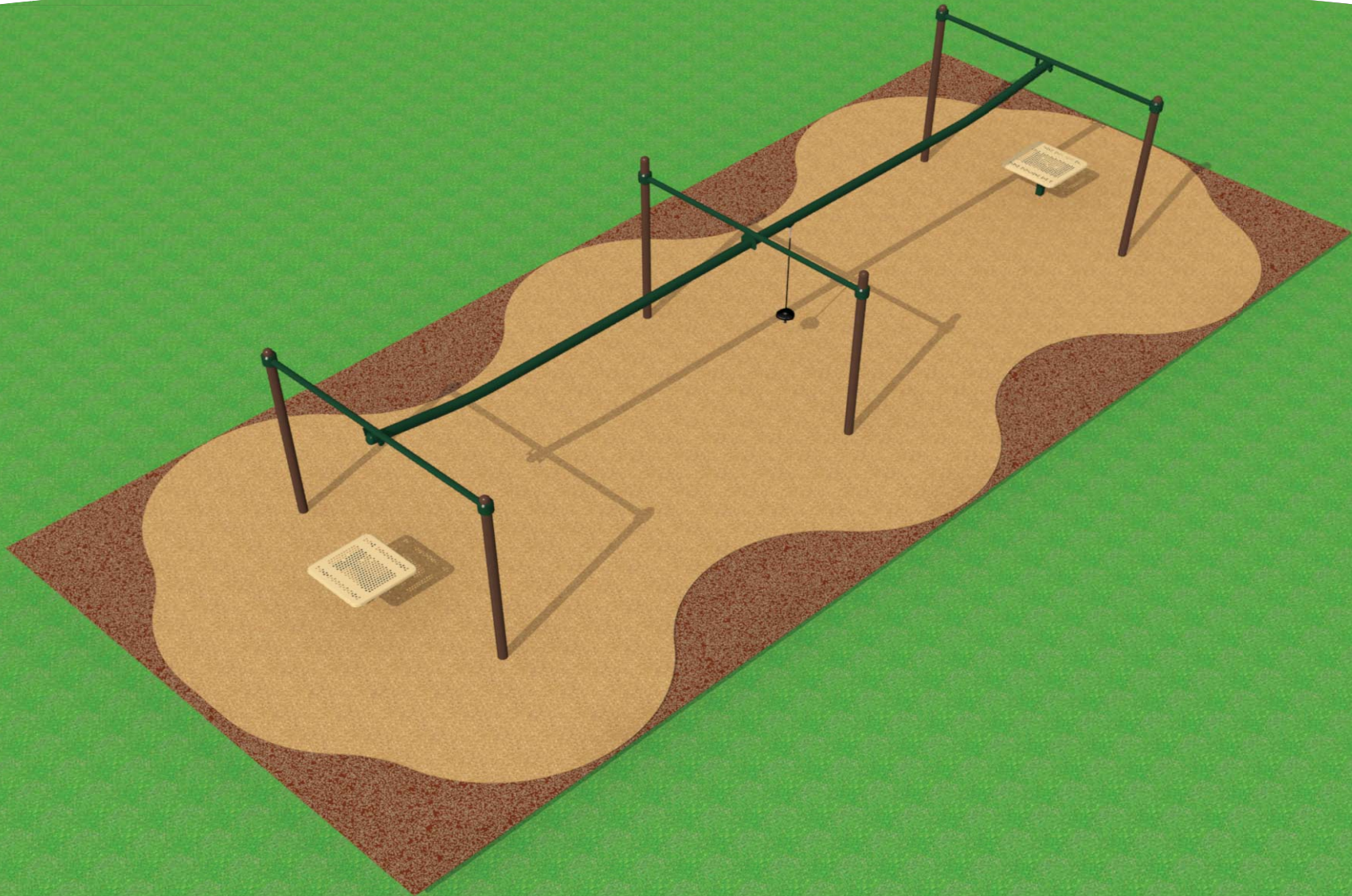
“Motion to approve installation of a Zip Line in lieu of a basketball court at Savona Park”

ATTACHMENTS:

- Zip Line Drawings
- Quote

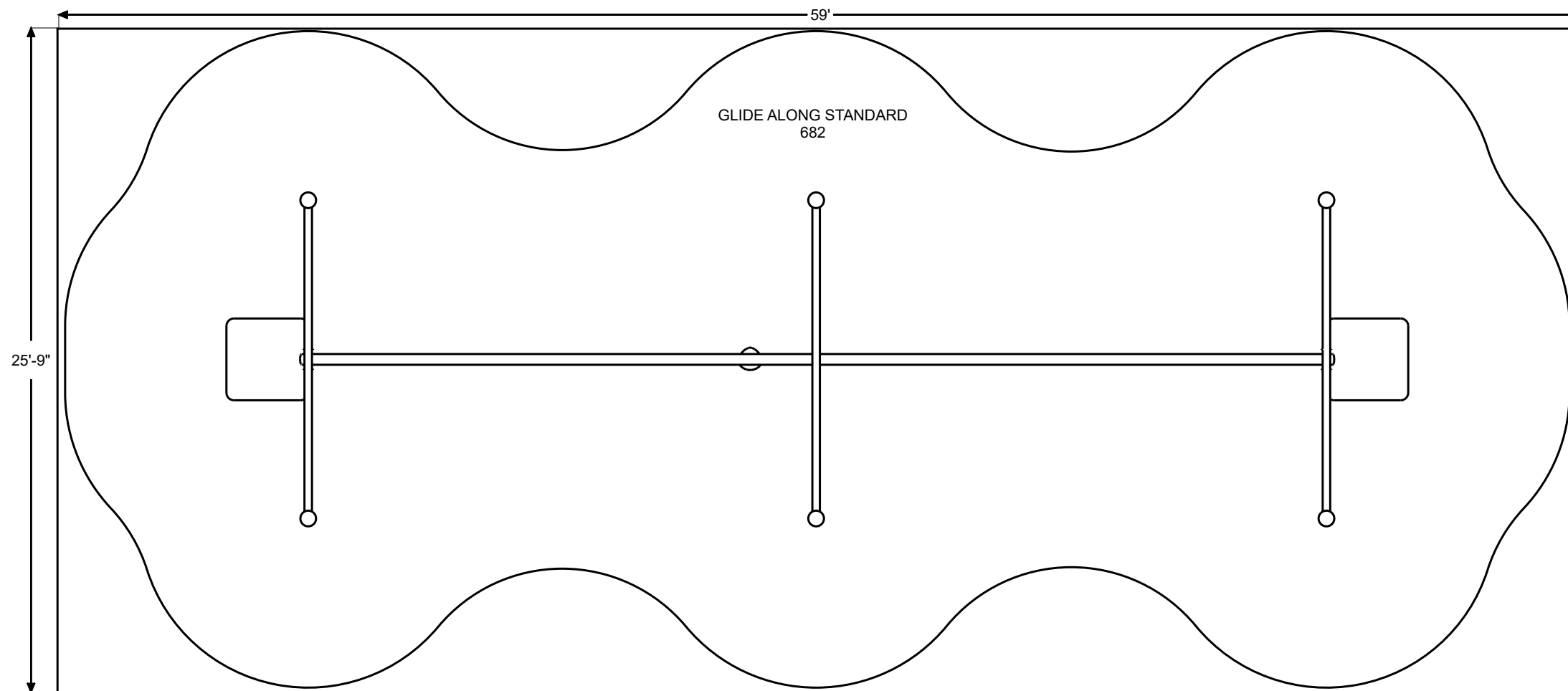


Savona Park- Glide Along Lake Elmo, MN



Savona Park- Glide Along Lake Elmo, MN

FOR KIDS AGES
5-12
YEARS



To verify product certification, visit www.ipema.org



WEBBER RECREATIONAL DESIGN, INC.

1442 Brooke Court
Hastings, MN

PHONE NO: (651) 438-3630
FAX NO: (651) 438-3939

GROUND SPACE: 46'-0" x 13'-6"

PROTECTIVE AREA: 58'-6" x 25'-6"

DRAWN BY: Jay Webber

DATE: 4/30/2018

R0013_43220456601



COMPLIES TO ASTM/CPSC

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0013183100
CUSTOMER: 5504B09
Project: R0013_43220456601_01

Prepared For:

Rob Weldon
City of Lake Elmo
3800 Laverne Avenue N.
Lake Elmo, MN 55042
(651) 747-3941 (phone)
RWeldon@lakeelmo.org

Project Name & Location:

Savona Park
Glide Along

Prepared by:

Webber Recreational Design, Inc.

1442 Brooke Court
Hastings, MN 55033
(651) 438-3630 (phone)
(651) 438-3939 (fax)
jwebber@webberrec.com

Ship To Address:

Rob Weldon
City of Lake Elmo
3445 Ideal Avenue N.
Lake Elmo, MN 55042
(651) 248-7828 (phone)
RWeldon@lakeelmo.org

End User:

Rob Weldon
City of Lake Elmo
3445 Ideal Avenue N.

Lake Elmo, MN 55042(651)
248-7828 (phone)
RWeldon@lakeelmo.org

Quote Number: R0013183100
Quote Date: 4/30/2018
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent - FS	FOREST GREEN
Post - FS	DARK BROWN
PVC - FS	SAND

Components

Part Number	Description	Qty	Weight
682	GLIDE ALONG STANDARD	1	1,300.00

Parts By Other

Part Number	Description	Qty	Weight
12" EWF	12" Compacted Engineered Wood Fiber Delivered and Spread! (100 Yards)	1	0.00

Totals:

Equipment Weight: 1,300.00 lbs
Equipment Price: \$8,813.00
Freight: \$704.60
Installation: \$4,200.00
Products by Other: \$2,950.00
SubTotal: \$16,667.60
Grand Total: \$16,667.60

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0013183100 **Quote Date:** 4/30/2018 **Equipment:** \$8,813.00 **Grand Total:** \$16,667.60

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

4/30/2018

QUOTE: R0013183100

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3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815