



## **MAYOR & COUNCIL COMMUNICATION**

**DATE: 8/18/2015**

**Regular Agenda**

**ITEM #18**

**AGENDA ITEM:** Dog Park

**SUBMITTED BY:** Councilmember Lundgren

**THROUGH:** Mike Bouthilet, Public Works Superintendent

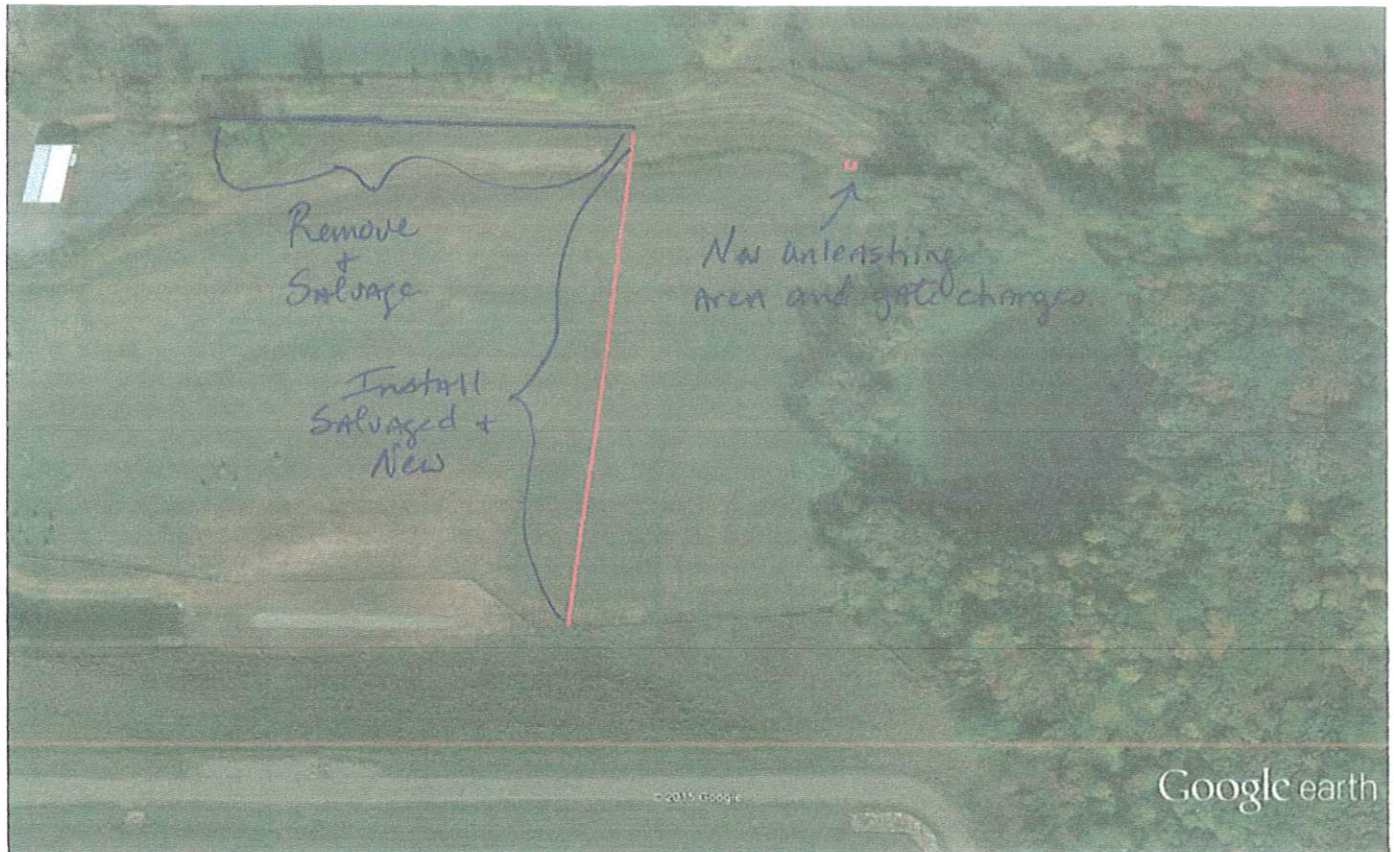
**REVIEWED BY:** Parks Commission / Staff

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Councilmember Lundgren has been working with Public Works staff to identify a location and obtain cost estimates for establishing a dog park in the city. Preliminary cost information and a map of the area identified is attached. Costs would be covered by the Park Dedication Fund. Councilmember Lundgren will also be attending the Parks Commission meeting on Monday, August 17<sup>th</sup> to discuss this issue.

City Council is asked to receive the information and indicate if this is a project the Council would support.

2.2 Acres



Google earth



**Dog Park Costs**

Fencing & Gates.....\$11,443.00

- Submitted Proposal

Dog Waste Station.....\$298.00

- Sign
- Post
- Bag Dispenser with 500 bags
- Disposal Receptacle
- (on hand)

Parking Lot Gravel.....\$600.00

- *Materials only*-grading, level, and compaction  
by PW Staff.

**TOTAL.....\$12,341.00**



SINCE 1917 THE MARK OF PERMANENCE

Office (651)-464-7373  
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Cellular (612)-328-8806

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P.O. Box 277, Forest Lake, MN, 55025

8/11/2015

Phone: 651-747-3940 Fax:

Proposal To:

City of Lake Elmo  
Attn: Mike Bouthilet  
3800 Laverne Ave N  
Lake Elmo, MN 55042

Ship To:

Dog Park  
Lake Elmo MN

☒ Installed ☐ Material Only ☒ Prepaid Freight ☐ Freight Collect **F.O.B.** Job Site **Delivery Schedule:**

Description

Remove and salvage 493 l.f. of existing 6' high chain link fence

Furnish and install:

618 l.f. of 6' high chain link fence using salvaged and new material

(2) 4' wide x 6' high swing gates

Install owner provided 20' wide double swing gate

Add pedestrian opening at double gate

Total \$11,443.00

Excludes locating of private utilities

Excludes excavation through rock, frost, or backfill

Proposal is valid for 30 days

**Acceptance:** This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

**Terms of Payment:** Net Cash upon receipt of invoice.

Buyer's signature \_\_\_\_\_ Date \_\_\_\_\_

Submitted by

*Ian Jorgensen*  
Ian Jorgensen





**TERMS & CONDITIONS** *(Upon acceptance of proposal become binding to the contract, PLEASE INITIAL BELOW)*

- 1). **Insurance coverage** - Century Fence will maintain standard General Liability and Worker's Compensation coverage as required by the state the work is to be performed in. Any additional coverage required by the General Contractor, Owner or Customer will be available only upon request, if it is available. An additional charge to cover the cost of that specific coverage will be considered an add order to the contract.
- 2). **Pricing** - The prices set forth herein are based upon current prices and are subject to change without notice.
- 3). **Change Order** - An extra charge will be made to Purchaser for any material or labor additional to that specified herein necessary to make a complete installation in a workmanlike manner and final measurement after erection will govern the amount of invoice.
- 4). **Installation** - All property line stakes and grade stakes are to be established by Purchaser. Fence is to follow ground lines unless otherwise provided for in this contract.
- 5). **Site Conditions** - Obstructions of every nature which in any manner interfere with the erection of fence shall be moved by Purchaser prior to commencing work on fence. This contract does not contemplate the encountering of rock, swampy conditions, or boulders larger than the hole to be dug. Should any of the above conditions be encountered, Purchaser shall pay the actual cost of the additional work caused thereby unless stated in this proposal.
- 6). **Job Delays** - When work is started by Century Fence under this contract, work may be continued to completion without interruption, including, without limitation, interruptions caused by other contractors or changes in the plans of Purchaser. In the event that Century Fence is required to withdraw from work after starting, Purchaser agrees to pay charges covering the actual expenses incurred. It is understood that when Century's crew reports to the job site by appointment, this constitutes starting work. Century Fence shall not be responsible for delays, defaults or damages occasions by any causes beyond Century's control including, without limitations, governmental actions or orders, embargoes, strikes, lockouts, fires and floods.
- 7). **Underground Obstructions** - Before work is started, Purchaser shall furnish Century with the location and character of any underground wire, pipe, sewers conduits, obstructions, conditions, or restrictions of any nature which might interfere with injuries, or other damages. If the Purchaser fails to do so, or if any of the release, indemnify, hold harmless and defend Century from and against any and all liability, loss damages, fines and expenses caused thereby or from any claims, demands or suites based thereon.
- 8). **Laws** - This contract is subject to all applicable laws, regulations and ordinances of any federal, state or local governmental authority or agency.
- 9). **Warranty** - All material and labor sold hereunder is warranted to be free from manufacturing defects for a period not to exceed (1) one year from date of completion and in the event of any breach hereunder will either be repaired or replaced without charge, or the purchase price refunded at the option of Century Fence. IN NO EVENT SHALL CENTURY FENCE BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.  
There are not warranties which extend beyond the description on the face hereof.
- 10). **Payment** - Payment shall be net cash upon receipt of invoice with 18% annual interest charges on accounts past due 30 days. All accounts are payable in United States funds, free of exchange, collection or other charges. Century reserves the right to lien the owner of the property if timely payment is not received. **CREDIT CARD PAYMENTS SUBJECT TO 3% PROCESSING FEE**
- 11). **Costs of Collection** - Should the Buyer default in its obligations herein, the Buyer shall, in addition to other obligations herein, be liable to Century Fence Co. for all costs of collection, including reasonable attorney's fees.
- 12). **Building Permits** - Permits or license including the payment of fees therefore shall be the sole responsibility of Purchaser.
- 13). **Sale Terms** - The above and foregoing terms and conditions are the final expression of the terms and conditions of this contract, and are intended as a complete and exhaustive statement of the agreement. Modifications or change shall only be permitted by signed writing between the Purchaser and Century. This contract shall not be assigned by Purchaser, in whole, or in part, without the written consent of Century Fence, and shall be binding upon the successors, administrators, executors or assigns of the parties hereto. Waiver of any default shall not be considered as a waiver of any subsequent default. No conditions, terms, agreements, or stipulations other than those stated herein shall be binding on Century.

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INITIAL