



MAYOR AND COUNCIL COMMUNICATION

DATE: 4/5/16

REGULAR

ITEM #: 11

MOTION

AGENDA ITEM: East Village Park

SUBMITTED BY: Clark Schroeder

THROUGH: Mike Bouthilet

REVIEWED BY: Kristina Handt

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item.....Staff
- Report/PresentationStaff
- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate..... Mayor Facilitates
- Call for Motion..... Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

PUBLIC POLICY STATEMENT

SUMMARY AND ACTION REQUESTED:

BACKGROUND AND STAFF REPORT: : Easton Village is a development east of the old village bordering along Manning Avenue across from the airport. This development will entail 217 single family dwellings being built out over the next few years. The developer's agreement states the following regarding parkland dedication.

PARK DEDICATION. *The Developer shall be required to dedicate 9.84 acres of land for public park purposes for the entire subdivision. The Easton Village Final Plat includes the dedication of 3.99 acres of land, which represents 40.5% of the overall total land dedication required. Future project phases shall either include dedication of the remaining 5.85 acres of park land or a cash payment in lieu of land dedication consistent with the Lake Elmo Subdivision Ordinance.*

In addition the agreement states this:

The City and Developer agree to prepare a plan for improvements to the Outlot D park area by December 15, 2015 with installation of said improvements to be completed by June 30, 2016.

Outlot D is city land and is a city park.

The Parks Commission has recommended a three phase build out based on the number of homes built. Their recommendation is 1/3 of the amenities be installed after 72 homes are completed, 2/3 after 144 homes and 100% after all the homes are built. The Parks Commission at their March 21st meeting recommended that the City Council approve a budget of around \$35,000 in total for phase one. Their intention is that the amenities, grading, rubber mulch, curbing, paths/walks, and installation all cost around \$35,000. This smaller plan would contain fewer amenities than the plan presented by staff and require plastic curbing in-order to add additional amenities and more pad space in the future. Staff presented a plan to the Parks Commission that has a cost of \$40,000, plus installation, rubber mulch, curbing, grading, bringing the total to around \$75,000. In order to help control costs for the larger installation/pad, Easton Village is willing to grade the site and install concrete curbing at cost while crews are onsite installing other curbing. In addition, the Developer will curve the sidewalk so as to bring it next to the pad and eliminating the need for the city to install a path from the sidewalk to the park amenities in our park. This would allow for a larger pad and limit future staff time to bid, source, install additional amenities in the near future. According to East Village as of 3/26/16, 27 lots are sold.

In either case it is the recommendation that we have the contractor install the amenities in order to focus Public Works staff on other matters. The cost plastic timbers are \$1845/\$1640 for the large/small pad. The cost for Easton Village to install concrete curbing around the pad is estimated to be around \$2970/\$2640. Staff recommend that we have Easton Village install concrete curbing on with the large plan or plastic timber on the smaller plan in order to expand it in the future.

RECOMMENDATION: The opinion of the Interim City Administrator and the Public Works Director is that since the city council said they would put in amenities by June 30th 2016 in the developers agreement, we should put in the first phase of our park amenities this summer before 72 homes are completed. In addition, we recommend that we install the larger amenities plan in order to save staff time to bid out, monitor installation, and configure additional pad/amenities for our city park.

Recommendation

“Move to direct staff to coordinate with Easton Village to grade park pad, install concrete curbing while East Village has crews on-site, purchase proposed large park amenities and have amenities installed this summer.”

ATTACHMENT(S):

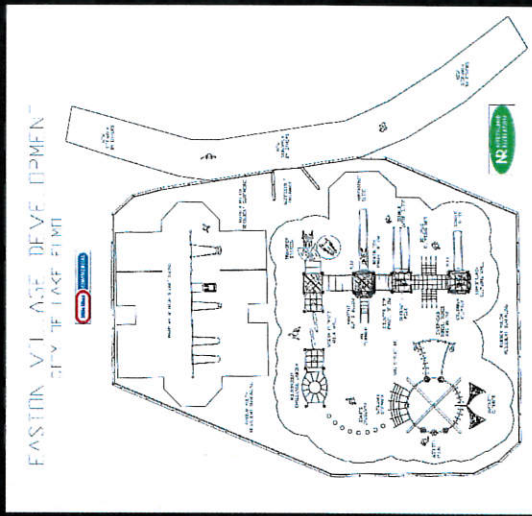
Small pad/amenities plan

Large pad/amenities plan

Easton Village Outlot D map



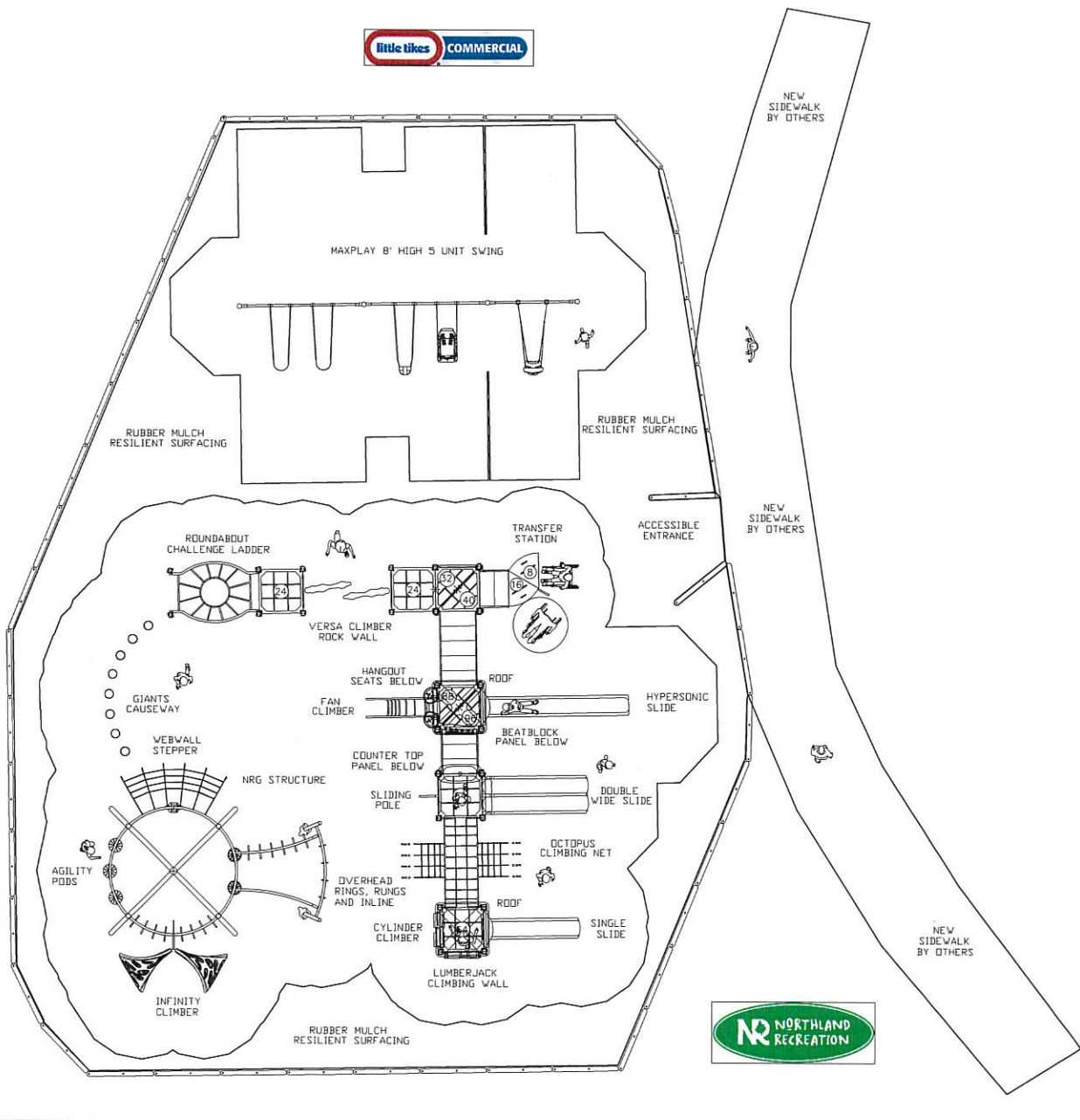
Reverse View Of Above



Easton Village



EASTON VILLAGE DEVELOPMENT CITY OF LAKE ELMO





Playgrounds Fun & Easy!™

REVISED QUOTATION

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

Date: March 31, 2016

Contact: Mike Bouthilet
Phone: 651-747-3941
Cell:
Fax:
Email:

Project: Easton Village Development
New Playground

We are pleased to provide the following quotation on items supplied by **Little Tikes Commercial Play Systems**

<u>Qty.</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1		Little Tikes Custom Kid Builder Playstructure. Includes: NRG Playstructure and Giants Causeway Balance Pods.		\$40,784.00
45		Little Tikes Black 6' Kid Timbers 12" high with stakes.		\$1,845.00
1		Product by Others includes: (4,985 sq.ft.) RubberRecycle Playsafer Rubber Mulch. (5) Rubber Recycle Swing Mats Independent Play Components		\$17,890.00
1		Installation of above.		\$9,478.00

* Above based on Manufacturer's Standard Warranty

Sub Total	\$69,997.00
Freight	Included
Tax 6.875%	Not Included
Total	\$69,997.00

IMPORTANT INFORMATION:

- ♦ Quotation is valid for: 30 Days
- ♦ Freight based on shipment to Lake Elmo, MN
- ♦ Shipment can currently be made in 3 - 4 Weeks upon order entry
- ♦ Terms: 30 Days Net Invoice.
- ♦ Pricing based on above quantities – any changes may require a revised quotation.
- ♦ **Orders will be placed upon receipt of a Purchase Order or your signed acceptance of this quotation.**
- ♦ **Make Purchase Orders to PlayPower LT Farmington – P.O. Box 204713 – Dallas, TX 75320-4713**

Thank You! Northland Recreation, LLC

Mike Dorsey
Project Manager

ACCEPTED BY: _____

DATE: _____



Little Tikes Commercial and Northland Recreation, LLC. greatly appreciates your consideration of our proposal. If it is your desire to purchase any or all of the items listed in this proposal, we kindly ask that you sign your acceptance on both pages of this quotation and complete the following information to insure timely and accurate order entry.

Bill to address: (if different from quote)

Ship to address: (if different from quote)

Delivery Contact:

Phone Number(s):

Desired Delivery Date:

* Please Note: Many factors are involved in the manufacturer's actual ship dates. We will make every attempt to accommodate your preferred date.

Purchase Order # (if applicable):

* Please Note: Purchase orders to be made out to **PlayPower LT Farmington, Inc.**

Is this project exempt from sales tax?

* If **YES**, please include a completed **Certificate of Exemption**

Color Selections (if applicable):

Additional Comments:

Terms:

- ☐ I / We understand that all accounts are payable to PlayPower LT Farmington Inc. according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I / We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit.
- ☐ Unless notified in writing to the contrary, all charges are due and payable in full at:
PlayPower LT Farmington, Inc. – P.O. Box 204713 – Dallas, TX 75320-4713
- ☐ Credit approval may be required to complete this order.
- ☐ Additional charges may apply for applicable sales tax, extra unloading time, incorrect delivery addresses, and/or cancellation of delivery without 24 hours prior notice.
- ☐ The Terms and Conditions of this signed quotation shall prevail over any inconsistent terms and conditions of a purchase order, contract and / or confirmation related to this project.

ACCEPTED BY: _____

DATE: _____

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington ("PPLT"). To submit this offer, please sign below and forward a complete signed copy of this Quote to Northland Recreation, LLC. or directly to PPLT Sales Administrator (fax: 573-760-7454 or outdoordes@ltcps.com). Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT 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 PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via authorized carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at **PlayPower LT Farmington, Inc. P.O. Box 204713 – Dallas, TX 75320-4713**, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

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

Submitted by	Printed Name & Title	Date
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THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PPLT.

Submitted by	Printed Name & Title	Date
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ADDITIONAL TERMS & CONDITIONS OF SALE:

1: Use & Maintenance: Customer agrees to regularly inspect and maintain Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT'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, PPLT 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 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 PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any cost of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT 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 PPLT within ten (10) days after the date on which due.

3: Limitation of Warranty / Indemnity: PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT 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 PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF A CUSTOMER'S 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 PPLT'S INSTALLATION AND OWNERS'S MANUAL 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 PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all Customer's obligations hereunder. Customer agrees that PPLT 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 PPLT 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.

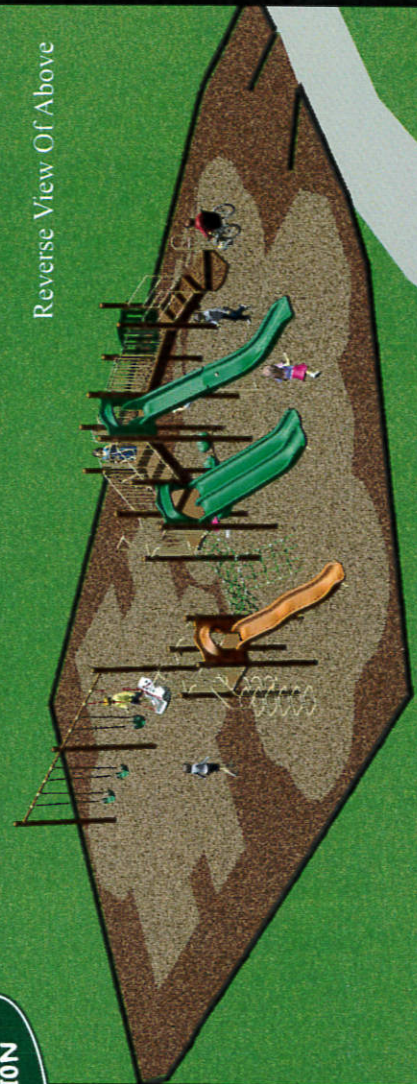
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8: Waiver; Invalidity: PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. 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 PPLT 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.

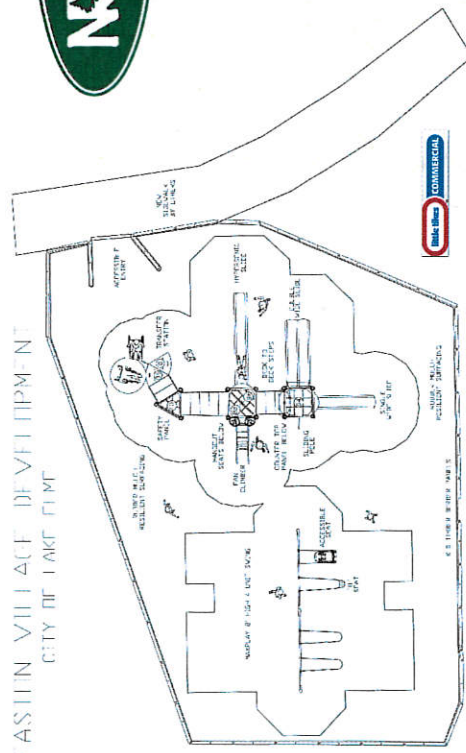
9: Entire Agreement; Amendment; Binding Nature: This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT 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.

Easton Village



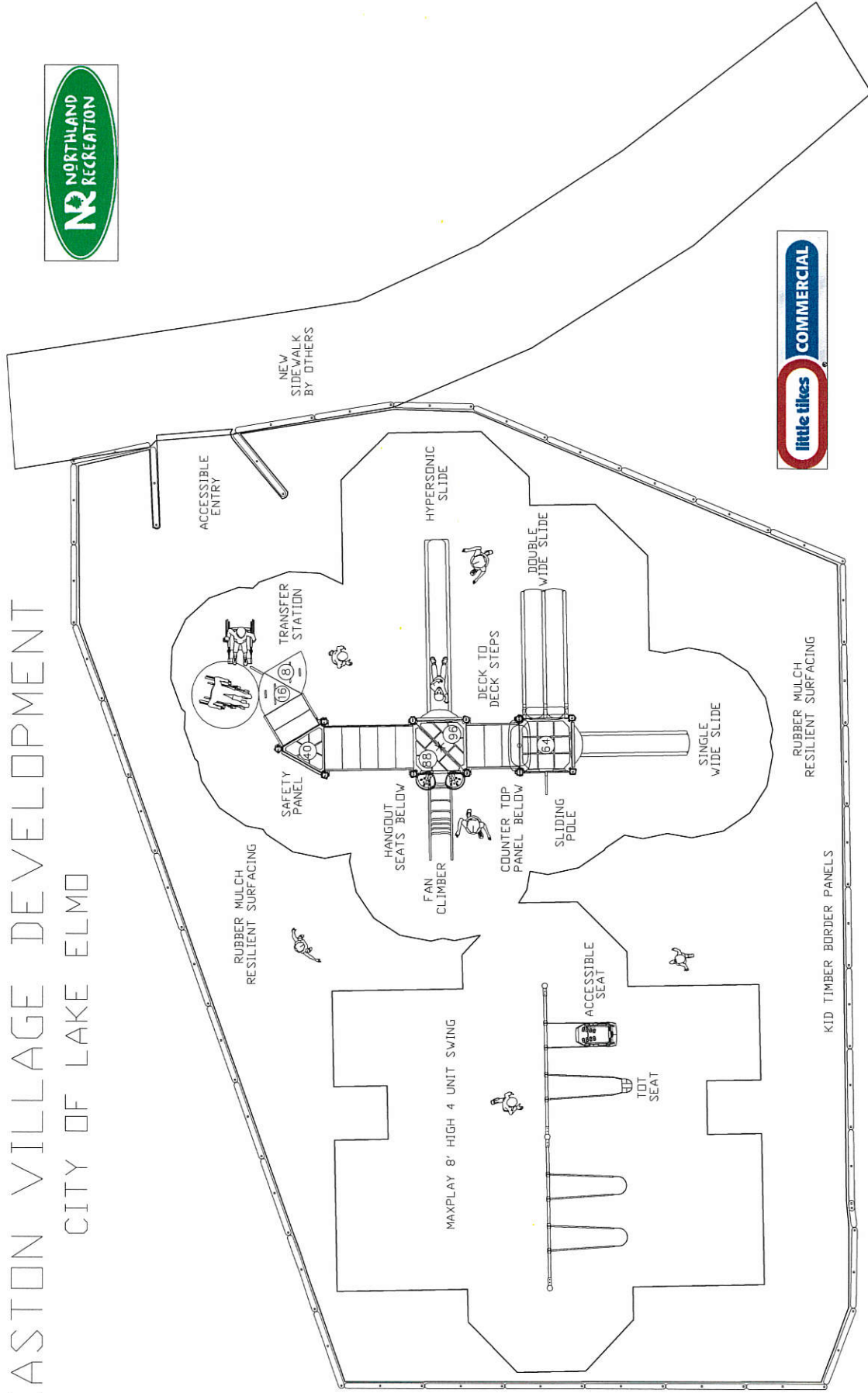
Reverse View Of Above



FASHION VILLAGE DEPARTMENT
CITY OF LAKE FORT

EASTON VILLAGE DEVELOPMENT

CITY OF LAKE ELMO





REVISED QUOTATION

To:	City of Lake Elmo 3800 Laverne Ave. N. Lake Elmo, MN 55042 Attn: Mike Bouthilet	Date:	March 31, 2016
Project:	Easton Village Development New Playground	Contact:	Mike Bouthilet
		Phone:	651-747-3941
		Cell:	
		Fax:	
		Email:	

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1		Little Tikes Custom Kid Builder Playstructure. See Design		\$15,093.00
40		Little Tikes Black 6' Kid Timbers 12" high with stakes.		\$1,640.00
1		Product by Others includes: (3,215 sq.ft.) RubberRecycle Playsafer Rubber Mulch. (4) Rubber Recycle Swing Mats Independent Play Components		\$12,390.00
1		Installation of above structure		\$6,123.00

* Above based on Manufacturer's Standard Warranty

Sub Total	\$35,246.00
Freight	Included
Tax 6.875%	Not Included
Total	\$35,246.00

IMPORTANT INFORMATION:

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Thank You! Northland Recreation, LLC

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Phone Number(s):

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LEGEND

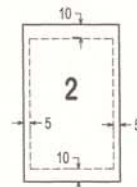
- DENOTES SET 1/2 INCH BY 16 INCH IRON PIPE MONUMENT INSCRIBED "JOHNSON L.S. #10938", UNLESS SHOWN OTHERWISE
- DENOTES FOUND MONUMENT, SIZE AND MARKINGS AS INDICATED

NOTES

- 1) ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).
- 2) (DEED) DENOTES BEARINGS AND DIMENSIONS PER DOCUMENTS 1223326 & 3957161.
- 3) (MEAS.) DENOTES MEASURED BEARINGS AND DIMENSIONS.

EASEMENT DETAIL

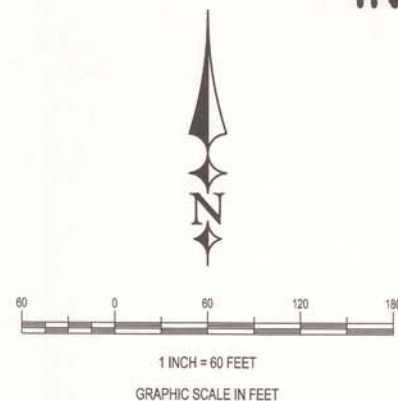
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAYS AND BLOCK LINES, AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED

EASTON VILLAGE

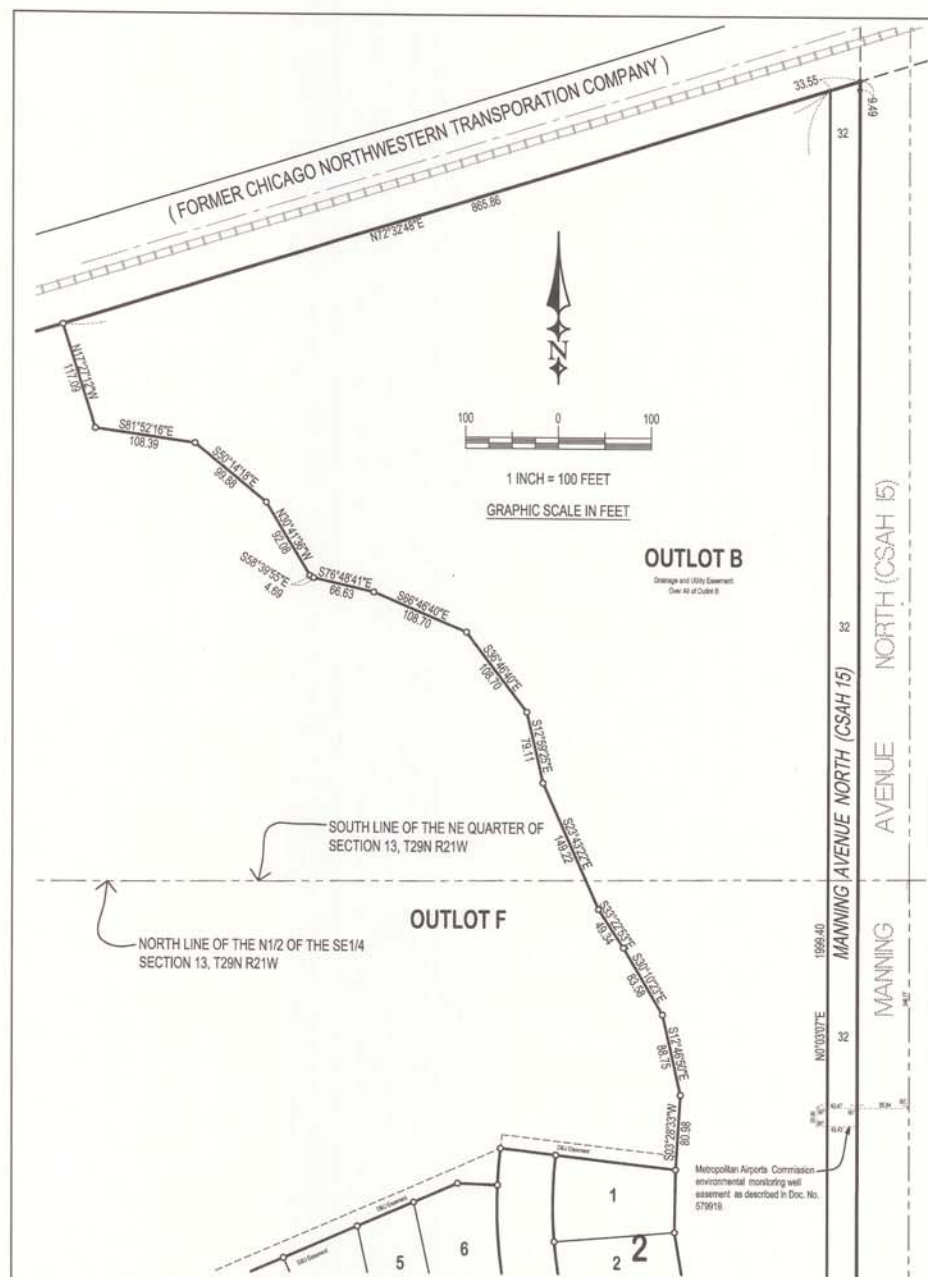
INSET A



Section 13, T29N, R21W
NE1/4 - SE1/4

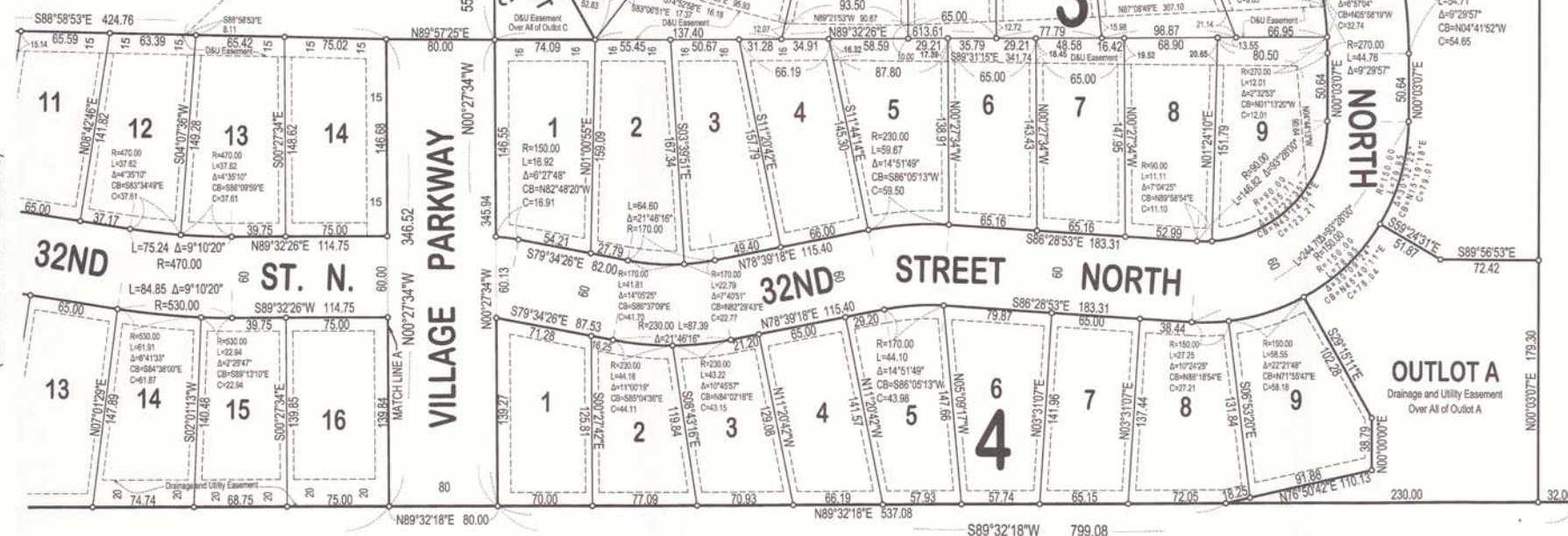
SEE OUTLOT B DETAIL

OUTLOT B
Drainage and Utility Easement
Over All of Outlot B



OUTLOT B DETAIL

INSET B
(SEE SHEET 4 OF 4 SHEETS)



OUTLOT A
Drainage and Utility Easement
Over All of Outlot A

**ERICKSON
CIVIL**

333 North Main Street, Suite 201
Stillwater, Minnesota 55082
Phone (612) 309-3804

www.ericksoncivilsite.com